

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.: 17-24561-CIV-SCOLA

TAPESTRY, INC., and OTHERS,

Plaintiffs,

v.

2012COACHOUTLETS.COM,
and OTHERS,

Defendants.

MOTION FOR ENTRY OF DEFAULT JUDGMENT AND RELATED ORDERS

Plaintiffs Tapestry, Inc., Coach IP Holdings LLC, Stuart Weitzman IP, LLC and Kate Spade LLC (collectively, “Plaintiffs”), pursuant to Fed. R. Civ. P. 55(b)(2), file this Motion for Entry of Default Judgment against Defendants, the Individuals, Partnerships and Unincorporated Associations identified on Schedule “A” hereto (collectively “Defendants”), and in support of this Motion, Plaintiffs state:

INTRODUCTION

Plaintiffs filed the instant lawsuit on December 18, 2017 against Defendants for federal trademark counterfeiting and infringement, cybersquatting, and common law trademark infringement. (ECF No. 1). Defendants have failed to file a responsive pleading or otherwise defend this lawsuit, and as a result, a default was entered against each of the Defendants on March 13, 2018 (EFC No. 23). Because the Defendants have failed to answer the Complaint, comply

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with Court orders or otherwise defend this matter, Plaintiffs have been prevented from conducting discovery on their sales and profits from their distributing, offering for sale, or selling counterfeit merchandise bearing Plaintiffs' trademarks. Accordingly, Plaintiffs request that this Court enter a default judgment finding Defendants liable on all counts of Plaintiffs' Complaint.¹ Plaintiffs also request that such judgment include the entry of a permanent injunction and award of statutory damages to Plaintiffs for Defendants' willful counterfeiting pursuant to 15 U.S.C. § 1117(c) and cybersquatting pursuant to 15 U.S.C. § 1117(d). Plaintiffs also request that the Court cancel, or at Plaintiffs' election, transfer the domain names at issue to ensure the associated websites are no longer used as a means for selling goods bearing counterfeits of Plaintiffs' trademarks.

PROCEDURAL BACKGROUND

On December 18, 2017, Plaintiffs filed their Complaint against Defendants (ECF No. 1). On January 10, 2018, Plaintiffs' filed their *Ex Parte* Application for Temporary Restraining Order and Preliminary Injunction (ECF No. 5). On January 11, 2018, the Court granted Plaintiffs' *Ex Parte* Application for Temporary Restraining Order and Preliminary Injunction (the "TRO") (ECF No. 7) and temporarily restrained the Defendants from infringing the Tapestry Marks at issue, and subsequently converted the TRO into a preliminary injunction on January 31, 2018 (ECF No. 12). On January 31, 2018, Plaintiffs filed their Motion for Order Authorizing Alternative Service of Process, which this Court granted on February 6, 2018 (ECF No. 14). Pursuant to the Court's Order authorizing alternative service of process, Plaintiffs served each Defendant with its respective Summons and a copy of the Complaint on February 9, 2018 (ECF No. 19). On March

¹ Plaintiffs are not requesting the Court award damages against Defendants jointly and severally; therefore, there is no possibility of inconsistent liability.

13, 2018, Plaintiffs filed their Motion for Clerk's Entry of Default against Defendants (ECF No. 22), which was granted on the same day (ECF No. 23). Plaintiffs now move the Court to grant Default Final Judgment against all Defendants.

STATEMENT OF FACTS

Coach IP Holdings LLC is the owner of all rights in and to the federally registered Coach trademarks identified in Composite Exhibit 1 attached to the Declaration of Karla Aspiras, ¶ 6 (“Aspiras Decl.”) (the “Coach Trademarks”) filed in Support of Plaintiffs’ Application for Temporary Restraining Order (ECF No. 5-2) and attached hereto as Exhibit 1. Stuart Weitzman IP, LLC is the owner of all rights in and to the federally registered Stuart Weitzman trademarks identified in Composite Exhibit 1 of Aspiras Decl., ¶ 7 (the “Stuart Weitzman Trademarks”). Kate Spade LLC is the owner of all rights in and to the federally registered Kate Spade trademarks identified on Composite Exhibit 1 of Aspiras Decl., ¶ 8 (the “Kate Spade Trademarks”). Tapestry is the exclusive licensee for the Coach Trademarks, Stuart Weitzman Trademarks and Kate Spade Trademarks (collectively, the “Tapestry Marks”), and is authorized to enforce all rights in those trademarks. *Id.* at ¶¶ 6, 7, 8. The Tapestry Marks are used in connection with the manufacture and distribution of high quality goods in the categories identified in the United States Registrations for the Tapestry Marks at issue. *Id.* The Tapestry Marks are symbols of their respective brand’s quality, reputation, and goodwill and have never been abandoned. *Id.* at ¶ 10. Moreover, Tapestry has expended substantial time, money, and resources developing, advertising, and otherwise promoting the Tapestry Marks. *Id.* at ¶ 12. Accordingly, the Tapestry Marks are famous marks as the term is used in 15 U.S.C. § 1125(c)(1). *Id.*

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Tapestry has extensively used, advertised, and promoted the Tapestry Marks in the United States and elsewhere in association with high quality luxury goods and has carefully monitored and policed the use of the Tapestry Marks. *Id.* at ¶ 13. At all relevant times, Defendants have been aware of: (a) Coach IP Holdings, Stuart Weitzman IP, LLC, and Kate Spade LLC's ownership of their respective trademarks; (b) Tapestry's exclusive rights to use such trademarks; and (c) the substantial goodwill embodied in, and favorable recognition for, the Tapestry Marks. *Id.* at ¶¶ 6-8, 13-14.

Defendants, through various fully interactive, commercial Internet websites and supporting domains operating under the domain names identified on Schedule "A" (the "Subject Domain Names"), including the URLs identified on Schedule "B", have advertised, promoted, offered for sale, or sold goods bearing counterfeit and infringing trademarks which are substantially indistinguishable from and/or colorable imitations of the registered Tapestry Marks. Aspiras Decl. ¶¶ 17, 19; Compl. ¶ 27 (ECF No. 1). Defendants' unlawful activities includes using proprietary images taken directly from Tapestry's respective websites or from the websites of other authorized retailers of Tapestry's products. Aspiras Decl. ¶ 18; Compl. ¶ 28. At all relevant times, Defendants had full knowledge of the Tapestry Marks, including Tapestry's exclusive right to use and license such intellectual property and the goodwill associated therewith. Compl. ¶ 26. Defendants do not have, nor have they ever had, the right or authority to use the Tapestry Marks for any purpose. Aspiras Decl. ¶ 11; Compl. ¶ 34. Given Defendants' copying of the Tapestry Marks, authentic goods bearing the Tapestry Marks and the Defendants' goods are indistinguishable to consumers, both at the point of sale and post-sale. Compl. ¶¶ 39, 40. By using

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the Tapestry Marks, Defendants have created a false association between their counterfeit and infringing goods and websites and Tapestry's trademarked products. *Id.*

Plaintiffs' representative reviewed and visually inspected each Defendant's website, as well as the images of various items bearing the Tapestry Marks offered for sale by the Defendants through the Internet websites operating under the Subject Domain Names, and determined the products offered for sale are non-authentic, unauthorized versions of Tapestry's products. Aspiras Decl. ¶¶ 16, 17, 19. Additionally, attached as Composite Exhibit 2 to Ms. Aspiras' Declaration is a summary comparison table, together with the web page captures that Ms. Aspiras downloaded, illustrating a few examples of Defendants' infringement of the Tapestry Marks. *Id.* at ¶ 18.

MEMORANDUM OF LAW

A. Default Judgment Should Be Entered Against Defendants

This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338. (Compl. ¶ 1.) Personal jurisdiction over Defendants and venue in this district are proper under 28 U.S.C. § 1391 as Defendants direct business activities toward consumers within this district and cause harm to Plaintiffs' business within this district through the fully interactive commercial Internet websites and supporting domains operating under the Subject Domain Names. (*Id.* at ¶¶ 2, 7).

The Court may render a default judgment against a party who had not filed a responsive pleading or otherwise defended the suit. Fed R. Civ. P. 55(a), (b)(2). The Court should enter a default judgment against Defendants because they either failed to file an answer or otherwise comply with Court orders. Furthermore, the Court should find that Defendants willfully and

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intentionally used a mark or designation, knowing that such mark or designation is a counterfeit mark.

Plaintiffs meet the procedural requirements for obtaining entry of default judgment. None of the Defendants is an infant, an incompetent person, or a member of the United States military. *See* Declaration of David B. Rosemberg (“Rosemberg Decl.”), ¶ 8, attached as Exhibit 2; 50 U.S.C. App. § 520(1); Fed. R. Civ. P. 55(b)(1), (e). None of the Defendants has challenged Plaintiffs’ pleadings by filing a motion pursuant to Fed. R. Civ. P. 12(b) or 56. Rosemberg Decl. ¶ 7. Accordingly, Plaintiffs ask the Court to enter a default judgment against the Defendants.

B. Factual Allegations Establish Defendants' Liability

The Lanham Act provides liability for trademark infringement if, without the consent of the registrant, a defendant uses “in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark: which is likely to cause confusion, or to cause mistake, or to deceive.” 15 U.S.C. § 1114. To prevail on a trademark infringement claim, Plaintiffs must demonstrate: (1) they had prior rights to the trademarks at issue; and (2) Defendants adopted a mark or name that was the same, or confusingly similar to Plaintiffs’ trademarks, such that consumers were likely to confuse the two. *PetMed Express, Inc. v. MedPets.Com, Inc.*, 336 F. Supp. 2d 1213, 1217 (S.D. Fla. 2004) (*citing Int’l Cosmetics Exch., Inc. v. Gapardis Health & Beauty, Inc.*, 303 F.3d 1242 (11th Cir. 2002)). The analysis of Plaintiffs’ common law trademark infringement claim mirrors the analysis of Plaintiffs’ trademark infringement claim under § 32(a) of the Lanham Act. *See Chanel, Inc. v. Sea Hero*, 234 F. Supp. 3d 1255, 1261 (S.D. Fla. 2016).

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To prevail on a claim for violation of the Anti-Cybersquatting Consumer Protection Act (“ACPA”) 15 U.S.C. § 1125(d), a plaintiff must demonstrate that (1) its mark is distinctive or famous and entitled to protection; (2) the defendant's domain name is identical or confusingly similar to the plaintiff's mark; and (3) the defendant registered or used the domain name with a bad faith intent to profit.” *Bavaro Palace, S.A. v. Vacation Tours, Inc.*, 203 Fed. App's 252, 256 (11th Cir. 2006).

Plaintiffs' Complaint sufficiently alleges the elements for each of the above claims and demonstrates that Defendants' alleged conduct constitutes federal and common law trademark infringement (See Compl. ¶¶ 13-41, 43-47, 57-60), and cybersquatting in violation of the Lanham Act (See Compl. ¶¶ 13-41, 49-55). It is well settled that when a defendant defaults, all well-pled allegations are considered admitted. *See Petmed Express*, 336 F. Supp. 2d at 1217.

As demonstrated by the allegations in the Complaint which this Court must take as admitted, Defendants are aware of the extraordinary fame and strength of the Tapestry Marks, and the goodwill associated with those marks. Compl. ¶ 26. Further, Defendants have no license of authority, or other permission from Tapestry to use any of the Tapestry Marks. Aspiras Decl. ¶ 11; Compl. ¶ 34. While this Court may rely solely on these allegations, Plaintiffs pre-suit investigation of the Defendants bears witness to the fact that Defendants were in the business of willfully trafficking in counterfeit goods and willfully used counterfeits of the Tapestry Marks. Aspiras Decl. ¶¶ 16-19, 27. In addition, a default has been entered against the Defendants, “[t]hey may not now claim that [they were] unaware that [their] . . . merchandise was counterfeit, or that [they] did not traffic in goods willfully.” *Vuitton v. Wright*, 1992 WL 448394, at *3 (N.D. Ga.

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July 24, 1992). Accordingly, Default Judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure should be entered against each Defendant.

C. Plaintiffs Are Entitled to A Permanent Injunction And Statutory Damages

As demonstrated above, Defendants intentionally and willfully distributed, offered for sale, and sold merchandise bearing counterfeits of the Tapestry Marks. Accordingly, the only two questions that remain for this Court are: (1) what injunctive relief is appropriate; and (2) the damages to be awarded against the Defendants.

1. A Permanent Injunction is Appropriate

Plaintiffs are entitled to injunctive relief pursuant to 15 U.S.C. § 1116. A plaintiff seeking a permanent injunction must demonstrate that (1) it has suffered an irreparable injury; (2) remedies at law, such as monetary damages, are inadequate to compensate for that injury; (3) considering the balance of hardship between plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction. *See eBay, Inc. v. MercExchange, LLC*, 547 U.S. 388, 391 (2006).

As previously recognized by Eleventh Circuit, as well as this Court, “Courts . . . subscribe to the rule that infringement of a trademark is, by its very nature, an activity which causes irreparable harm—irreparable in the sense that no final decree of a court can adequately compensate a plaintiff for the confusion which has already occurred.” *Council of Better Business Bureau, Inc. v. Better Business Bureau of South Florida*, 200 U.S.P.Q. 282 (S.D.Fla.1978); *TallyHo, Inc. v. Coast Community College District*, 889 F.2d at 1029 (11th Cir.1989). As such, injunctive relief may be entered against a defendant who is shown to have willfully and intentionally violated the Plaintiffs' trademarks. 15 U.S.C. § 1116.

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Here, the well-pled allegations and record evidence demonstrate that Plaintiffs have developed goodwill among the consuming public which would be undermined if Defendants are not prohibited from further infringement. Compl. ¶¶ 21-23; 39-41; Aspiras Decl. ¶¶ 10, 13, 14, 22-27. Defendants counterfeit products will create irreparable harm and confusion, particularly because the counterfeit products bear identical markings as authentic trademarked merchandise and are not manufactured to Plaintiffs' quality standards. *Id.* Furthermore, Defendants willfully infringed the trademarks. Such willful conduct demonstrates a likelihood that Defendants would continue to harm Plaintiffs' trademarks if the Court declined to issue an injunction. *Petmed Express*, 336 F. Supp. 2d at 1222–23 (entering permanent injunction under 15 U.S.C. § 1116 to prevent further infringement of federally-protected trademarks); *See also Luxottica Grp. S.p.A. v. Casa Los Martinez Corp.*, No. 1:14-CV-22859-JAL, 2014 WL 4948632, at *3 (S.D. Fla. Oct. 2, 2014) (granting permanent injunction).

Furthermore, as admitted by Defendants through default, the Subject Domain Names are essential components of Defendants' counterfeiting activities. Defendants' domain names are the principal means by which Defendants carry out their counterfeiting scheme and cause harm to Plaintiffs. Compl. ¶ 28. Thus, as a practical matter, the Subject Domain Names should be ordered transferred to Plaintiffs' control by Defendants, their registrars, and/or registries. Absent the transfer of the Subject Domain Names, Defendants will continue infringing Plaintiffs' trademarks and benefitting from the Internet traffic to those websites built through the unlawful use of the Plaintiffs' Marks and goodwill.

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Courts are expressly authorized to order the transfer or surrender of domain names in an in rem action against a domain name, *see* 15 U.S.C. §§ 1125(d)(1)(C), (d)(2), and have not hesitated to order the transfer of domain names when faced with scenarios similar to the one in this case. *See, e.g., Hermes International v. aaaqualityreplicas.com*, Case No. 12-60635-CIV-SCOLA (S.D. Fla. Aug. 6, 2012) (awarding transfer of 123 domains at issue as part of grant of permanent injunction); *Gucci Am., Inc. v. Idolbags.ru*, No. 17-CV-60790-KMM, 2017 WL 6949253, at *5 (S.D. Fla. Dec. 28, 2017) (awarding transfer of domain names as part of grant of permanent injunction); *Louis Vuitton Malletier, S.A. v. 2016ahandbagshops.com*, Case No.16-cv-62644-WPD (S.D. Fla. April 17, 2017) (same); *Chanel, Inc. v. Wang*, Case 0:10-cv-61578-PCH (S.D. Fla. Dec. 29, 2010) (same). Accordingly, the Court should permanently prohibit Defendants from conducting their unlawful activities by transferring the Subject Domain Names to Plaintiffs, where they may be disabled from further use as platforms for the sale of counterfeit goods.

2. Statutory Damages of \$ 500,000 Against Each Defendant for Trademark Counterfeiting Is Appropriate

In a case involving the use of counterfeit marks in connection with a sale, offering for sale, or distribution of goods, 15 U.S.C. § 1117(c) provides that a plaintiff may elect an award of statutory damages at any time before final judgment is rendered in the sum of not less than \$1,000.00 and not more than \$200,000.00 per counterfeit mark per type of good. In addition, if the Court finds that Defendant's counterfeiting actions were willful, it may impose damages above the maximum limit up to \$2,000,000.00 per mark per type of good. 15 U.S.C. § 1117(c)(2). A statutory damage award is appropriate in a case where the defendant has defaulted. *See Petmed*

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Express, 336 F. Supp. 2d at 1219–22. Pursuant to 15 U.S.C. § 1117(c), Plaintiffs elect to recover an award of statutory damages as to Count I of the Complaint.

The Court has wide discretion to set an amount of statutory damages. *Id.* at 1219 (citing *Cable/Home Commc'n Corp. v. Network Prod., Inc.*, 902 F.2d 829, 852 (11th Cir. 1990) (concluding that the court's discretion in setting the amount of copyright damages is “wide, constrained only by the specified maxima and minima”). Congress enacted a statutory damages remedy in trademark counterfeiting cases because evidence of a defendant's profits in such cases is almost impossible to ascertain. *See e.g.*, S. REP. NO. 104–177, pt. V(7) (1995) (discussing purposes of Lanham Act statutory damages.). This case is no exception. Since Defendants have refused to participate in this litigation, Plaintiffs have been deprived of the ability to obtain discovery from it.

In calculating statutory damages in trademark counterfeiting cases, courts have looked to the cases involving willful copyright infringement for guidance. In these cases, courts have generally considered the following factors: “(1) the expenses saved and profits reaped; (2) the revenue lost by the plaintiff; (3) the value of the copyright; (4) the deterrent effect of others besides the defendant; (5) whether the defendant’s conduct was innocent or willful; (6) whether a defendant cooperated in providing particular records from which to assess the value of the infringing material produced; and (7) the potential for discouraging the defendant,” *Tiffany (NJ) Inc. v. Luban*, 282 F. Supp. 2d 123, 125 (S.D.N.Y. 2003) (citing *Fitzgerald Pub. Co., v. Baylor Pub. Co.*, 807 F.2d 1110, 1117 (2nd Cir. 1986); *see also Pickett v. Exec. Pref. Corp.*, 2006 U.S. Dist. LEXIS 94651 (M.D. Fla. 2006)(citing *Cable/Home Comm. Corp. v. Network Prods., Inc.*, 902 F.2d 829 (11th Cir. 1990). “The ‘statutory rule . . . not merely compels restitution of profit

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and reparation of injury but also is designed to discourage wrongful conduct.” *Polo Ralph Lauren, L.P. v. 3M Trading Co.*, 1999 U.S. Dist LEXIS 7913, *14 (2nd Cir. March 22, 1999).

With respect to the first factor, because Defendants have allowed a default to be entered, Plaintiffs have no evidence concerning the expenses saved or profits gained by the Defendants. Likewise, when considering the second factor, Plaintiffs cannot ascertain the damage caused to them by the Defendants' specific infringing conduct. The Complaint and the Declaration of Karla Aspiras demonstrate that Defendants were willfully and intentionally selling and trafficking in counterfeit merchandise bearing Plaintiffs' trademarks.

As to the third factor, Plaintiffs have spent substantial money and resources in marketing, product research and development, the manufacture of their high-quality products. *See* Compl. at ¶ 21, 22, 24; Aspiras Decl. at ¶ 12, 15. Plaintiffs' trademarks are among the world's most well-known. *See* Compl. at ¶ 23; Aspiras Decl. at ¶ 12-14. By counterfeiting Plaintiffs' trademarks, Defendants benefited directly from Plaintiffs' substantial expenditures of resources and time in the creation, development, and production of its trademarks and the goodwill associated with those trademarks. Compl. at ¶¶ 39-41. Further, Defendants understood the value of Plaintiffs' efforts and went to great lengths to market their goods so as to pass them off as authentic goods. *Id.* at ¶¶ 27-33.

The fourth and seventh factors also support a large statutory damage award. Awarding substantial statutory damages in this case will have the desired effect of providing Plaintiffs a “potent arsenal” of remedies against egregious infringers, like the Defendants and moreover, discourage other potential infringers from engaging in similar conduct. *See United Features Syndicate, Inc. v. Sunrise Mold Co.*, 569 F. Supp. 1475 (S.D. Fla. 1983) (applying the analogous

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Copyright Act statutory damage provision). If this Court were to award only nominal damages, these Defendants, and others similarly situated, would merely factor this cost in their future infringing activities. The granting of substantial statutory damage awards at this time will also deter others from violating Plaintiffs' exclusive rights.² See *Philip Morris USA, Inc. v. Castworld Products, Inc.*, 219 F.R.D. 494, 501 (C.D. Cal. 2003) (noting that in considering an award of statutory damages under the Lanham Act in a default situation deterrence of future infringements must be considered).

As to the sixth factor, Defendants have produced no records concerning their sales and have allowed a default to be entered preventing the Plaintiffs from carrying out discovery on such sales. Accordingly, this factor also supports a large statutory award. Courts have noted “the creation of this alternative to the more traditional damage remedies of recovery of the plaintiffs’ damages or the defendant’s profits reflected a harsh reality—counterfeiters often do not keep or secrete records of their unlawful activities, thus making proof of the extent of the plaintiff’s injury or the counterfeiters’ profits impossible as a practical matter.” *Sara Lee Corp. v. Bags of New York, Inc.*, 36 F. Supp. 2d 161, 166 (S.D.N.Y. 1999). Taken together each of these factors

² “Counterfeiters can trade on the investment of genuine business in quality and goodwill, reaping profits from the work of others. And often, because of the sophisticated computers and copying equipment, organized crime syndicates can reproduce the products for only a few dollars...Syndicates can generate millions of dollars in profit every year in what has been traditionally thought to be a low-risk criminal venture. Product counterfeiting is perceived to be low-risk because the perceived likelihood of being caught and punished is not very high and because the penalties, if caught, are not too great. The perception of counterfeiting as a high-profit, low-risk venture has enticed more and more organized crime syndicates into the business.” S. Rep, No, 177, 104th Cong., 1st Sess., pt. 3. (1995).

supports a large statutory damage award.

It is undisputed and admitted through their default, however, that Defendants intentionally copied Plaintiffs' trademarks to benefit from Plaintiffs' reputation as a leader in high-quality fashion merchandise. As such, this Court should award a significant amount of statutory damages under the Lanham Act to ensure Defendants do not continue their intentional and willful counterfeiting activities. Defendants have promoted, distributed, advertised, offered for sale, or sold goods including handbags, wallets, glasses, shoes, jewelry, phone covers, eyeglass cases and other accessories bearing marks which were in fact counterfeits of one or more of the Tapestry Marks. *See* Composite Exhibit 2 attached to Aspiras Decl. at ¶ 18. Based on these considerations, Plaintiffs request that this Court award statutory damages in the amount of \$500,000 against each Defendant. This suggested awarded falls well within the permissible statutory range under 15 U.S.C. § 1117(c).

A statutory damage award of \$500,000 per Defendant is significantly less than the maximum authorized award of \$2,000,000 for willful behavior. In fact, it represents 25% of the maximum authorized award under 15 U.S.C. § 1117(c) and should be sufficient to deter Defendants and others from continuing to counterfeit or otherwise infringe Plaintiffs' trademarks, compensate Plaintiffs, and punish Defendants, all stated goals of 15 U.S.C. § 1117(c). Joint Statement of Trademark Counterfeiting Legislation, H.R.J. Res. 648, 98th Cong., 2nd Sess., 130 Cong.Rec. H12076, H12083; *PetMed Express, Inc.*, 336 F. Supp. 2d at 1222 (“statutory damages under § 1117(c) are intended not just for compensation for losses, but also to punish and deter wrongful conduct.”).

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This amount is also in line with awards in other willful counterfeiting cases. *See, e.g., Fendi Adele, S.R.L. v. alexander ott*, Case No. 16-cv-60618-KMM (S.D. Fla. June 27, 2016) (awarding Plaintiff \$1,000,000.00 against each Defendant); *See also Chanel, Inc. v. shopchanel.com*, Case No. 17-cv-60965-JEM (S.D. Fla. Aug. 3, 2017) (awarding Plaintiff \$1,000,000.00 against each Defendant); *YETI Coolers, LLC v. buyyetis.com*, Case No. 17-cv-60729-WPD (S.D. Fla. July 14, 2017, docketed on July 17, 2017) (awarding Plaintiff \$1,000,000.00 against each Defendant); *Chanel, Inc. v. 83bab.com*, Case No. 14-cv-61002-JAL (S.D. Fla. Oct.10, 2014) (awarding \$2,000,000.00 against each Defendant); *Christian Dior Couture, S.A. v. 2012gucci.me*, Case No. 17-cv-60172-WPD (S.D. Fla. May 8, 2017) (awarding Plaintiff \$8,000,000.00 against Defendant); *Chanel, Inc. v. fakebags.ru*, Case No. 16-cv-62897-DPG (S.D. Fla. Feb. 27, 2017) (awarding Plaintiff \$2,100,000.00 against Defendant). Thus, Plaintiffs request that this Court award statutory damages of \$500,000 per Defendant.³

3. Damages as to Count II for Cybersquatting

Plaintiffs' Complaint also sets forth a cause of action for cybersquatting. Through their default, many of the Defendants (collectively the "Cybersquatting Defendants") admitted to have acted with the bad faith intent to profit from Tapestry's Marks and the goodwill associated with the Tapestry Marks by registering their corresponding Subject Domain Names identified on Schedule "B" hereto, (collectively the "Cybersquatted Subject Domain Names") which are identical, confusingly similar to the Tapestry Marks. Compl. ¶¶ 28, 33, 34. The Cybersquatted Subject Domain Names incorporate one or more of the Tapestry Marks in their entirety surrounded

³ Plaintiffs submit that judgment on Counts III (Common Law Trademark Infringement) should be limited to the amount awarded pursuant to Count I and entry of the requested equitable relief.

by descriptive or generic terms, rendering the domain name nearly identical to Plaintiff's trademarks. *See Victoria's Cyber Secret Ltd. P'ship v. V Secret Catalogue, Inc.*, 161 F. Supp. 2d 1339, 1351 (S.D. Fla. 2001) ("taking of an identical copy of another's famous and distinctive trademark for use as a domain name creates a presumption of confusion among Internet users as a matter of law."); *DaimlerChrysler v. The Net Inc.*, 388 F.3d 201, 205-06 (6th Cir. 2004) ("Courts generally have held that a domain name that incorporates a trademark is 'confusingly similar to' that mark if 'consumers might think that [the domain name] is used, approved, or permitted' by the mark holder.").

The ACPA lists nine factors for courts to consider in determining whether a domain name has been registered or used in "bad faith" with an intent to profit from a mark in registering or using the mark in a domain name. *See* 15 U.S.C. § 1125(d)(1)(B)(i). These nine factors are not meant to be exclusive and the Court may consider the context of the matter in making a determination of bad faith. *See Victoria's Cyber Secret Ltd. P'ship*, 161 F. Supp. 2d at 1347. An examination of the relevant bad faith factors demonstrates that Defendants' registration and use of the Cybersquatted Subject Domain Names violates 15 U.S.C. § 1125(d).

The first and third factors, § 1125(d)(1)(B)(I) and (III), are easily met because the Cybersquatting Defendants have no rights in any of the Tapestry Marks, and the Cybersquatting Defendants have never used the Tapestry Marks in connection with a bona fide offering of goods or services. Additionally, the fourth, fifth, and ninth factors, § 1125(d)(1)(B)(IV), (V) and (IX), weigh in Plaintiffs' favor because the Cybersquatting Defendants have intentionally incorporated at least one of the Tapestry Marks in their domain names to divert consumers to their own Internet website for commercial gain. Consumers are likely to be confused as to the source and sponsorship

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of the Cybersquatting Defendants' Internet websites and mistakenly believe the websites are endorsed by or affiliated with Plaintiffs. The Cybersquatting Defendants' registration of the Cybersquatted Subject Domain Names ensures a likelihood of confusion among consumers. *See* House Judiciary Committee Report on H.R. 3028, H.R. Rep. No. 106-412 p. 13 (October 25, 1999) (“The more distinctive or famous a mark has become, the more likely the owner of that mark is deserving of the relief available under this act.”).

The ACPA also authorizes the Court to “order the forfeiture or cancellation of the domain name or the transfer of the domain name to the owner of the mark.” 15 U.S.C. § 1125(d)(1)(c); *Victoria's Cyber Secret Ltd. P'ship*, 161 F. Supp. 2d at 1356. Accordingly, Plaintiffs are entitled to the transfer and ownership of the Cybersquatted Subject Domain Names because they are confusingly similar to the Tapestry Marks. *See id.* at 663. Additionally, Plaintiffs may elect at any time before final judgment to recover actual damages or statutory damages of not less than \$1,000.00 and not more than \$100,000.00 per domain name, as the court considers just. 15 U.S.C. § 1117(d). Here, Plaintiffs elect statutory damages and submit that in view of the Cybersquatting Defendants' intentional, wrongful behavior, an award in the amount of \$10,000.00 against each of the Cybersquatting Defendants for each of their respective Cybersquatted Subject Domain Names, as outlined on Schedule “B” hereto, would be just. *See Taverna Opa Trademark Corp.*, 2010 WL 1838384, at *3 (awarding \$10,000.00 in statutory damages for the infringing domain name at issue); *Louis Vuitton Malletier, S.A. v. louis-vuittononlines.org*, Case No. 17-cv-61033-BB (S.D. Fla. Aug. 18, 2017) (same); *Rib City Group, Inc. v. RCC Rest. Corp.*, 2:09-CV-827-FTM-29, 2010 WL 4739493, at *2 (M.D. Fla. 2010) (awarding statutory damages of \$100,000 for single infringing domain name).

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Finally, to conserve resources, Plaintiffs request permission to disable the URL www.noticeoflawsuit1.com created by Plaintiffs pursuant to the Court's January 31, 2018 Order Granting Preliminary Injunction (ECF No. 12) whereupon copies of all documents on file in this action are displayed. Plaintiffs seek to disable this website no earlier than 120 days following entry of the Court's Order granting the default final judgment.

CONCLUSION

Statutory damages in trademark counterfeiting cases must be severe inasmuch as they endeavor not only to compensate trademark holders, but also to deter potential infringers. As demonstrated above, such awards are particularly appropriate under the present circumstances. Attached for the Court's consideration is a proposed Order which includes the damage recommendations set forth above as well as the other relief thought appropriate by Plaintiffs.

Date: March 16, 2018

Respectfully submitted,

By: /s/ David B. Rosemberg
David B. Rosemberg, P.A. (0582239)
david@rosemberglaw.com
ROSEMBERG LAW
18851 NE 29th Ave., Suite 1005
Aventura, Florida 33180
Telephone: 305.602.2008
Facsimile: 305.602.0225

*Counsel for Plaintiffs Tapestry, Inc.,
Coach IP Holdings LLC, Stuart Weitzman
IP, LLC and Kate Spade, LLC*

ROSEMBERG LAW
Harbour Centre, Suite 1005, 18851 NE 29th Ave., Aventura, Florida 33180 305.602.2008

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 16, 2018, I electronically filed the foregoing document with the Clerk of Court using CM/ECF. I also certify that a true copy of the foregoing was served this 16th day of March, 2018, upon Defendants via publication by posting a true copy of the foregoing on the Court authorized website located at URL <http://www.noticeoflawsuit1.com> and/or via e-mail to the e-mail addresses at which Defendants were served.

/s/ David B. Rosemberg

David B. Rosemberg

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SCHEDULE "A"
DEFENDANTS BY NUMBER AND SUBJECT DOMAIN NAME

Defendant Number	Defendant / Domain Name
1	2012coachoutlets.com
2	Cheapcoachoutlet.net
2	Cheapercoachoutlet.net
3	Classicbagonline.com
4	Classicbagssell.com
5	Classicbagsonlinesale.com
6	Coach--outlet-online.org
7	Coach-factoryoutlet-online.us.com
8	Coach-outlet-online.com
9	Coach-outlet.net
10	Coachbags-outlet2017.org
11	Coachbags2017.com
12	Coachbagsforcheap.com
12	Coachoutletonline2017.com
13	Coachbagsell.com
14	Coachbagsofficialsite.net
15	Coachbagsonclearance.com
15	Coachoutletonline2017.com
16	Coachbagusoutlet.com/
17	Coachbagxen.com/
18	Coachblacksales.com
19	Coachcoachtaiwan.com
20	Coachhandbagsshop.us.com/
21	Coachoutlet-inc.net
22	Coachoutlet-site.com
23	Coachoutletofficial.us.com
24	Coachoutletonline-factory.us.com
25	Coachbagsonsaleoutlet.com
25	Coachoutletonline2017.com/
26	Coachoutletonlinecoachfactoryoutlet.com
26	Coach-factoryoutletclearance.us.com/
27	Coachoutletonlineestoresinc.com
28	Coachoutletonlineshop.com
29	Coachoutlets.us.org
30	Coachoutletsale.net
30	Cheapercoachoutlet.net

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31	Coachoutletsstore.net
32	Coachoutletstoress.us.com
33	Coachoverbags.com
34	Coachsaleus.com
35	Coachuscom.com
36	Craftsbagdiscounts.com
37	Craftsmanshipstore.com
38	Fashionbagsell.com
39	Hotbagsstore.com
40	Katespade-outlet.us.org
41	Katespadeous.com
42	Katespadeoutletstore.us.org
43	Katespadeoutletsus.com
44	Katespadeoutletuk.co.uk
45	Katespadesen.com
46	Katespadewen.com
47	Katespadexen.com
48	Katespadexus.com
49	Nystyleshop.com
50	Ofcoachoutlet.com
51	Online-coachbags.com
51	Cheapercoacchoutlet.net
52	Shangpin.com/women/brand/katespade
53	Shopcoach.us
54	Stuartweitzmanheels.com
55	Stuartweitzmanoutlet.store
56	Topclassicalshop.com
57	Topestcraft.com
58	Topsclassicalart.com
59	Vnhline.com
60	Zcoachoutlet.com

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SCHEDULE "B"

C-1 Defendant Number 1 - 2012coachoutlets.com

http://www.2012coachoutlets.com/
http://www.2012coachoutlets.com/coach-women-s-reversible-satin-varsity-jacket-shell-multi.html?search=coach

C-2 Defendant Number 2 – cheapcoachoutlet.net

http://www.cheapcoachoutlet.net/
http://www.cheapercoachoutlet.net/
http://www.cheapercoachoutlet.net/coach-flowers-beige-purple-iphone-6-cases-fak-p-2403.html
http://www.cheapercoachoutlet.net/tote-bag-black-brwon-coach-p944.html
http://www.cheapercoachoutlet.net/coach-sunglasses-style001-p-770.html

C-3 Defendant Number 3- classicbagonline.com

http://www.classicbagonline.com
http://www.classicbagonline.com/coach-legacy-pinnacle-lowell-in-signature-large-khaki-satchels-adw-p-133.html#.WBH3U_mECqE
http://www.classicbagonline.com/coach-legacy-candance-carryall-medium-black-satchels-aam-p-123.html#.Wili1GepWUk

C-4 Defendant Number 4 - classicbagsell.com

http://www.classicbagsell.com
http://www.classicbagsell.com/coach-legacy-pinnacle-lowell-in-signature-large-khaki-satchels-adw-p-133.html#.WBH3U_mECqE
http://www.classicbagsell.com/coach-poppy-in-signature-medium-purple-totes-AEG-p-195.html

C-5 Defendant Number 5 - classicbagsonlinesale.com

http://www.classicbagsonlinesale.com
http://www.classicbagsonlinesale.com/Coach-Logo-Signature-Bracelets-CKV-p-191.html
http://www.classicbagsonlinesale.com/Coach-Gorgina-Black-Sunglasses-AMF-p-151.html

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<http://www.classicbagsonlinesale.com/Coach-Legacy-Accordian-Zip-In-Signature-Large-Pink-Wallets-EUW-p-9.html>

<http://www.classicbagsonlinesale.com/Coach-Poppy-In-Signature-Medium-Purple-totes-AED-p-195.html>

C-6 Defendant Number 35 – craftsbagdiscounts.com

<http://www.craftsbagdiscounts.com/>

<http://www.craftsbagdiscounts.com/coach-legacy-duffle-in-printed-signature-medium-grey-crossbody-bags-ACH-p-200.html>

<http://www.craftsbagdiscounts.com/coach-swagger-20-in-pebble-leather-p-498.html>

C-7 Defendant Number 7- coach-factory-outletonline.us.com

<http://www.coach-factoryoutlet-online.us.com/>

<http://www.coach-factoryoutlet-online.us.com/coach-sunglass-8020-p-434.htm>

<http://www.coach-factoryoutlet-online.us.com/coach-legacy-logo-in-monogram-large-black-totes-bqh-p-726.html>

<http://www.coach-factoryoutlet-online.us.com/coach-logo-monogram-multicolor-iphone-6-eyw-p-575.html>

<http://www.coach-factoryoutlet-online.us.com/coach-accordion-zip-in-gathered-twist-large-black-wallets-ccf-p-1413.html>

C-8 Defendant Number 28 - coachoutletsale.net

<http://www.coachoutletsale.net/>

<http://www.coachoutletsale.net/coach-logo-large-coffee-wallets-axz-p-1105.html>

<http://www.coachoutletsale.net/coach-logo-large-wallets-bct-p-1106.html>

<http://www.coachoutletsale.net/coach-sunglasses-c-76coach-sunglasses-8002-p-1755.html>

C-9 Defendant Number 8 - coach-outlet-online.com

<http://www.coach-outlet-online.com/>

<http://www.coach-outlet-online.com/newlist.php>

<http://www.coach-outlet-online.com/coach-outlet-coupons-texas-n-1236.html>

<http://www.coach-outlet-online.com/printable-coach-outlet-coupons-discounts-n-1123.html>

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C-10 Defendant Number 46- coach-outlet-online.org

http://www.coach-outlet-online.org
http://www.coachoutlet-inc.net/

C-11 Defendant Number 9 – coach-outlet.net

http://www.coach-outlet.net/
http://www.coach-outlet.net/Coach-Turnlock-Large-Silver-Hobo-BAE-Style-NO.-158380-p-1291.html
http://www.coach-outlet.net/Coach-Big-Logo-Red-Samsung-Note-3-Cases-DRP-Style-No.-157163-p-137.html
http://www.coach-outlet.net/Coach-Daylan-Red-Sunglasses-DLU-Style-No.-157276-p-420.html

C-12 Defendant Number 10 – coachbags-outlet2017.org

http://www.coachbags-outlet2017.org/
http://www.coachbags-outlet2017.org/coach-logo-c-small-organge-crossbody-bags-eqb-p-171.html?zenid=4elirmg6fnudb5es1aacn3vt493
http://www.coachbags-outlet2017.org/coach-legacy-in-signature-large-khaki-satchels-accpink-wallets-euw-p-127.html?zenid=ntk1tq2q71i75g5armou5n1g2

C-13 Defendant Number 11 - coachbags2017.com

http://www.coachbags2017.com
http://www.coachbags2017.com/Authentic-Outlet-Online-1735_p
http://www.coachbags2017.com/Authentic-Outlet-Online-1677_p
http://www.coachbags2017.com/Authentic-Outlet-Online-2471_p
http://www.coachbags2017.com/Authentic-Outlet-Online-2928_p

C-14 Defendant Number 13 – coachbagsell.com

http://www.coachbagsell.com/

C-15 Defendant Number 14 – coachbagsofficialsite.net

http://www.coachbagsofficialsite.net/
http://www.coachbagsofficialsite.net/coach-classic-in-signature-medium-black-backpacks-eja-p-5.html
http://www.coachbagsofficialsite.net/coach-in-monogram-large-khaki-business-bags-dhh-p-16.html
http://www.coachbagsofficialsite.net/coach-shoulder-bags-outlet-197-p-213.html

C-16 Defendant Number 15 - coachbagsonclearance.com/

http://www.coachbagsonclearance.com/
http://www.coachoutletonline2017.com

C-17 Defendant Number 16 - coachbagusoutlet.com

http://www.coachbagusoutlet.com/
http://www.coachbagusoutlet.com/coach-legacy-candance-in-signature-medium-black-satchels-asn-p-1176.html?zenid=8r70t4rt960ma6rsgq8nal6q7
http://www.coachbagusoutlet.com/coach-poppy-candance-carryall-large-beige-satchels-abh-p-2433.html

C-18 Defendant Number 17- coachbagxen.com

http://www.coachbagxen.com/
http://www.coachbagxen.com/rogue-bag-25-in-glovetanned-pebble-leather-style-no-54536-p-194.html
http://www.coachbagxen.com/accordion-signature-zip-wallet-yellow-p-70.html

C - 19 Defendant Number 18 - coachblacksales.com

http://www.coachblacksales.com/
http://www.coachblacksales.com/coach-outlet-logo-monogram-khaki-heels-cnx-p-167.html
http://www.coachblacksales.com/coach-outlet-big-logo-black-white-ipod-touch-5th-cab-p-3044.html
http://www.coachblacksales.com/coach-outlet-charm-hang-tag-black-necklaces-czk-p-3289.html
http://www.coachblacksales.com/coach-outlet-annette-red-sunglasses-dat-p-3456.html

C-20 Defendant Number 19 - coachcoachtaiwan.com

http://www.coachcoachtaiwan.com/
http://www.coachcoachtaiwan.com/new-arrival-2017-c-18.html
http://www.coachcoachtaiwan.com/coach-bownot-black-bracelets-ako-p-2.html
http://www.coachcoachtaiwan.com/coach-fashion-signature-medium-coffee-shoulder-bag-erg-p-131.html
http://www.coachcoachtaiwan.com/coach-legacy-in-signature-large-pink-wallets-bvu-p-128.html

C-21 Defendant Number 20 - coachhandbagsshop.us.com

http://www.coachhandbagsshop.us.com/
http://www.coachhandbagsshop.us.com/coach-madison-signs-large-apricot-totes-fem-p-2621.html
http://www.coachhandbagsshop.us.com/coach-alegra-khaki-sneakers-cok-p-1075.html
http://www.coachhandbagsshop.us.com/coach-angeline-brown-sunglasses-bht-p-1720.html
http://www.coachhandbagsshop.us.com/coach-julia-logo-medium-grey-totes-fep-2624.html
http://www.coachhandbagsshop.us.com/coach-bowknot-logo-black-bracelets-akm-p-2410.html
http://www.coachhandbagsshop.us.com/coach-big-logo-black-white-samsung-note-3-cases-drm-p-672.html

C-22 Defendant Number 21 - coachoutlet-inc.net

http://www.coachoutlet-inc.net/
http://www.coachoutlet-inc.net/coach-only-125-value-spree-23-ddj-p-1094.html
http://www.coachoutlet-inc.net/coach-only-185-value-spree-3-efa-p-1102.html
http://www.coachoutlet-inc.net/coach-only-185-value-spree-10-efh-p-1109.html

C-23 Defendant Number 22 - coachoutlet-site.com

http://www.coachoutlet-site.com/ redirects to
http://www.coachoutletonlineshopping.us.org/
http://www.coachoutletonlineshopping.us.org/coahc-handbags-063-p-2422.html
http://www.coachoutletonlineshopping.us.org/coahc-handbags-070-p-2415.html

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C-24 Defendant Number 23- Coachoutletofficial.us.com

<http://www.coachoutletofficial.us.com/>

C-25 Defendant Number 24 - coachoutletonline-factory.us.com

http://www.coachoutletonline-factory.us.com/
http://www.coachoutletonline-factory.us.com/sunglasses-2017-c-24/coach-sunglasses-8002-p-169.html
http://www.coachoutletonline-factory.us.com/cases-c-28_30/coach-logo-monogram-multicolor-iphone-5-5s-cases-aug-p-369.html
http://www.coachoutletonline-factory.us.com/jewelry-c-28_29/coach-circle-charm-gold-necklaces-czd-p-269.html
http://www.coachoutletonline-factory.us.com/poppy-c-66_67/coach-big-c-signature-large-yellow-satchels-emx-p-970.html
http://www.coachoutletonline-factory.us.com/coach-bleeker-pinnacle-riley-logo-medium-coffee-satchels-etv-p-1179.html

C-26 Defendant Number 23 - coachoutletonline2017.com

http://www.coachoutletonline2017.com/
http://www.coachoutletonline2017.com/coach-black-gray-poppy-bag-p-538.html
http://www.coachoutletonline2017.com/2016-best-sallers-style05-p-1391.html
http://www.coachoutletonline2017.com/gray-brown-caoch-handbag-p-393.html
http://www.coachoutletonline2017.com/2016-best-sallers-style40-p-1426.html
http://www.coachoutletonline2017.com/2016-best-sallers-style02-p-1388.html
http://www.coachoutletonline2017.com/coach-big-logo-red-iphone-6-cases-ezr-p-1643.html

C-27 Defendant Number 31 - coachoutletsale.net/

Http://www.coachoutletsale.net
http://www.cheapercoachoutlet.net

C-28 Defendant Number 12 - Coachbagsforcheap.com

http://www.coachbagsforcheap.com
http://www.coachoutletonline2017.com/

C-29 Defendant Number 25 - Coachbagsonsaleoutlet.com

http://www.coachbagsonsaleoutlet.com
http://www.coachoutletonline2017.com/

C-30 Defendant Number 26 - Coachoutletonlinecoachfactoryoutlet.com

http://www.coachoutletonlinecoachfactoryoutlet.com
http://www.coach-factoryoutletclearance.us.com/
http://www.coach-factoryoutletclearance.us.com/coach-sunglasses-8024-p-1671.html
http://www.coach-factoryoutletclearance.us.com/coach-convertible-hippie-signature-medium-brown-crossbody-bags-ayy-p-1389.html

C-31 Defendant Number 27 - Coachoutletonlineestoresinc.com

http://www.coachoutletonlineestoresinc.com/
http://www.coachoutletonlineestoresinc.com/coach-julia-logo-medium-grey-totes-outlet-176.html?zenid=6gi4mpu65isgn6p85kmsu0gt41
http://www.coachoutletonlineestoresinc.com/caoch-outlet-store-sunglasses-outlet-135.html?zenid=6gi4mpu65isgn6p85kmsu0gt41
http://www.coachoutletonlineestoresinc.com/coach-kristin-lock-in-signature-large-brown-wallets-outlet-326.html?zenid=6gi4mpu65isgn6p85kmsu0gt41
http://www.coachoutletonlineestoresinc.com/coach-legacy-accordion-zip-large-coffee-wallets-outlet-94.html?zenid=6gi4mpu65isgn6p85kmsu0gt41
http://www.coachoutletonlineestoresinc.com/coach-in-confetti-signature-mulyicolor-iphone-6cases-outlet-298.html

C-32 Defendant Number 28 - Coachoutletonlineshop.com

http://www.coachoutletonlineshop.com/
http://www.coachoutletonlineshop.com/coach-dinky-in-exotic-coach-link-leather-86855-light-antique-nickel-black-pink-p-1333.html?zenid=tkd5jtoj7jpoav5vhojaulvb75

C-33 Defendant Number 29 - Coachoutlets.us.org

http://www.coachoutlets.us.org/
http://www.coachoutlets.us.org/coach-outlet-diamond-circle-stud-silver-earrings-akb-p-1323.html

C-34 Defendant Number 31 - Coachoutletsstore.net

http://www.coachoutletsstore.net/

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http://www.coachoutletsstore.net/coach-logo-large-coffee-wallets-axz-p-1105.html
http://www.coachoutletsstore.net/coach-logo-red-wallets-axz-p-1106.html
http://www.coachoutletsstore.net/coach-sunglasses-c-76/coachsunglasses-8002-p-1755.html

C-35 Defendant Number 32 - Coachoutletstoress.us.com

http://www.coachoutletstoress.us.com/
http://www.coachoutletstoress.us.com/coach-only-109-value-spree-21-20269-p-25.html#.WiiEOWepWuk
http://www.coachoutletstoress.us.com/coach-only-109-value-spree-8-20241-p-12.html#.WiiEWmepWUK
http://www.coachoutletstoress.us.com/coach-logo-oblong-black-scarf-22421-p-2367.html#.WiiE3mepWUK
http://www.coachoutletstoress.us.com/coach-logo-oblong-purple-scarf-22405-p-2361.html#.WiiE-mepWUK
http://www.coachoutletstoress.us.com/coach-alena-khaki-flats-22301-p-2519.html#.WiiFZ2epWUK
http://www.coachoutletstoress.us.com/coach-big-logo-black-iphone-6-cases-21813-p-290.html#.WiiFhWepWUK
http://www.coachoutletstoress.us.com/coach-bowknot-logo-black-bracelets-22619-p-1051.html#.WiiFnepWUK
http://www.coachoutletstoress.us.com/coach-charm-hang-tag-black-necklaces-22123-p-990.html#.WiiFv2epWUK

C-35 Defendant Number 33 - Coachoverbags.com

<http://www.coachoverbags.com/>

C-36 Defendant Number 34- Coachsaleus.com

http://www.coachsaleus.com/
Http://www.coachsaleus.com/pebbled-leather-crossbody-bag-black-p-209.html
Http://www.coachsaleus.com/accordion-wallet-in-signature-canvas-p-28.html

C-37 Defendant Number 35 - Coachuscom.com

http://www.coachuscom.com/

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http://www.coachus.com/madison-c-7_8/coach-accordion-zip-in-croc-embossed-large-red-wallets-cclp-22.html

<http://www.coachus.com/new-arrivals-c-6/coach-swagger-27in-pebble-leather-in-cheap-price-p-3813.html>

C-38 Defendant Number 36 - craftbagdiscounts.com

<http://www.craftsbagdiscounts.com/>

<http://www.craftsbagdiscounts.com/coach-legacy-duffle-in-printed-signature-medium-grey-crossbody-bags-ACH-p-200.html>

<http://www.craftsbagdiscounts.com/craftsbagdiscounts.com/coach-swagger-20-in-pebble-leather-p-498.html>

C-39 Defendant Number 37 - Craftsmanshipstore.com

<http://www.craftsmanshipstore.com/>

<http://www.craftsmanshipstore.com/rogue-bag-in-colorblock-python-p-157.html>

<http://www.craftsmanshipstore.com/combo-meals-style-no-36370style-no-53602-p-44.html>

<http://www.craftsmanshipstore.com/shoulder-bags-c-7.html>

<http://www.craftsmanshipstore.com/edie-shoulder-bag-28-insignature-jacquard-p-95.html>

C-40 Defendant Number 38 - Fashionbagsell.com

<http://www.fashionbagsell.com/>

C-41 Defendant Number 39 - Hotbagsstore.com

<http://www.hotbagsstore.com/>

<http://www.hotbagsstore.com/coach-braided-in-signature-large-black-totes-bfq-p-188.html?zenid=ea9rp6nicn3pk984ra3pkdtf14>

<http://www.hotbagsstore.com/coach-poppy-bowknot-signature-medium-coffee-totes-ana-p-191.html?zenid=ea9rp6nicn3pk984ra3pkdtf14>

<http://www.hotbagsstore.com/coach-legacy-logo-signature-large-black-wallets-brw-p-44.html>

C-42 Defendant Number 40 - Katespade-outlet.us.org

<http://www.katespade-outlet.us.org/>

<http://www.katespade-outlet.us.org/kate-spade-lacey-gold-coast-quilted-leather-clutch-wallet-cream-p-167.html>

C-43 Defendant Number 41 - Katespadeous.com

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http://www.katespadeous.com/
http://www.katespadeous.com/kate-spade-make-it-mine-candance-p-153.html?zenid=hl2srb2bbfud2v991717t8n636
http://www.katespadeous.com/brooks-drive-stacy-p-198.html

C-44 Defendant Number 42 - Katespadeoutletstore.us.org

http://www.katespadeoutletstore.us.org/
http://www.katespadeoutletstore.us.org/kate-spade-2-park-avenue-small-beau-bag-cream-french-black-p-142.html
http://www.katespadeoutletstore.us.org/kate-spade-bow-terrace-darla-wallet-cream-p-219.html
http://www.katespadeoutletstore.us.org/kate-spade-new-york-satchel-grove-court-maise-whiteblack-p-107.html

C-45 Defendant Number 43 - Katespadeoutletstore.us.com

http://www.katespadeoutletsus.com/
http://www.katespadeoutletsus.com/medina-heels-s82601002s-pink-champagne-p-744.html?zenid=snhs9g9ofj1qs9neh6uc4j17n2
http://www.katespadeoutletsus.com/state-of-mind-pendant-wbruc252-mi-p-375.html
http://www.katespadeoutletsus.com/cameron-street-little-babe-pxru7445-punch-p-1208.html
http://www.katespadeoutletsus.com/cocktail-iphone-7-case-wiru0554-multi-p-412.1208.html

C-46 Defendant Number 44 - Katespadeoutletuk.co.uk

http://www.katespadeoutletuk.co.uk/
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