

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 21-CV-62472-RAR

SPY OPTIC INC.,

Plaintiff,

v.

**THE INDIVIDUALS, BUSINESS ENTITIES,
AND UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A,"**

Defendants.

ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL DEFAULT JUDGMENT

THIS CAUSE comes before the Court upon Plaintiff's Motion for Entry of Final Default Judgment [ECF No. 35] ("Motion"). Plaintiff Spy Optic, Inc. seeks entry of a default final judgment against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A" that operate commercial Internet websites and/or e-commerce stores that infringe Plaintiff's trademarks and promote and sell counterfeit goods bearing and/or using Plaintiff's trademarks. *See generally* Mot. [ECF No. 35]. Plaintiff requests the Court: (1) enjoin Defendants from producing or selling goods that infringe on its trademarks; (2) disable, or at Plaintiff's election, transfer the domain names at issue to Plaintiff; (3) assign all rights, title, and interest, to the domain names to Plaintiff and permanently delist or deindex the domain names from any Internet search engines; (4) remove the listings and associated images of goods bearing and/or using counterfeits and infringements of Plaintiff's trademarks at issue, and the goods of each Defendant bearing one or more of Plaintiff's trademarks held by the Internet marketplaces be surrendered to Plaintiff; and (5) award statutory damages. *See generally id.*


A Clerk’s Default [ECF No. 31] was entered against Defendants on March 10, 2022, after Defendants failed to respond to the Amended Complaint [ECF No. 19], despite having been served. *See* Proof of Service [ECF No. 29]. The Court having considered the record and noting no opposition to Plaintiff’s Motion, it is hereby

ORDERED AND ADJUDGED that Plaintiff’s Motion [ECF No. 35] is **GRANTED** for the reasons stated herein. Pursuant to Rule 58 of the Federal Rules of Civil Procedure, a default final judgment will be entered by separate order.

BACKGROUND¹

A. Factual Background

Plaintiff is the owner of the following trademarks, which are valid and registered on the Principal Register of the United States Patent and Trademark Office (“Spy Optic Marks”):

Trademark	Registration Number	Registration Date	Class / Goods
SPY	1,981,513	June 18, 1996	IC 009. Glasses and sunglasses.
SCOOP	2,146,655	March 24, 1998	IC 009. Sunglasses.
	2,157,268	March 12, 1998	IC 009. Sunglasses.
LOGAN	3,489,694	August 19, 2008	IC 009. Sunglasses.
SPY	3,750,166	February 16, 2010	IC 035. Retail store services and on-line retail store services featuring sunglasses, sports goggles, and wearing apparel.

¹ The factual background is taken from Plaintiff’s Amended Complaint, Motion, and supporting Declarations submitted by Plaintiff.

TRON	3,981,518	June 21, 2011	IC 009. Sunglasses.
HAPPY LENS	4,463,426	January 7, 2014	IC 009: Lens used in glasses, sunglasses, and goggles.
MCCOY	4,538,368	May 27, 2014	IC 009. Sunglasses.
SPY GLASSES	4,805,274	September 1, 2015	IC 009. Sunglasses.
SPY LOGAN	4,805,275	September 1, 2015	IC 009. Sunglasses.
SPY DOOM	4,805,277	September 1, 2015	IC 009. Sunglasses.
SPY HELM	4,805,292	September 1, 2015	IC 009. Sunglasses.
SPY TOURING	4,805,293	September 1, 2015	IC 009. Sunglasses.
SPY FLYNN	4,805,294	September 1, 2015	IC 009. Sunglasses.
SPY+	4,859,917	November 24, 2015	IC 009. Sunglasses; protective goggles for use in motorcycling, skiing, snowboarding, and biking.
SPY DISCORD	4,914,603	March 8, 2016	IC 009. Sunglasses.
DISCORD	4,919,079	March 15, 2016	IC 009. Sunglasses.

See Decl. of Damon Cook (“Cook Decl.”) [ECF No. 6-2] ¶ 5. The Spy Optic Marks are used in connection with the development, manufacture, and distribution of high-quality goods in the categories identified above. See *id.* ¶¶ 4–5.

Plaintiff's representative reviewed and visually inspected the detailed web page captures and photographs reflecting various products bearing Plaintiff's trademarks offered for sale through the commercial Internet websites and/or e-commerce stores operating under Defendants' domain names and seller identification names identified on Schedule "A" ("Subject Domain Names and Seller IDs") and determined the products were non-genuine, unauthorized versions of Plaintiff's products. *See id.* ¶¶ 14–15. Based on its investigation, Plaintiff alleges Defendants have advertised, promoted, offered for sale, or sold goods bearing and/or using what Plaintiff has determined to be counterfeits, infringements, reproductions, or colorable imitations of the Spy Optic Marks. *See id.*; Am. Compl. ¶¶ 8–14, 24. Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the Spy Optic Marks. *See Cook Decl.* ¶¶ 11, 14–15.

B. Procedural Background

On December 8, 2021, Plaintiff filed its Complaint and on January 3, 2022, filed its Amended Complaint against Defendants. On December 9, 2021, Plaintiff filed its *Ex Parte* Motion for Order Authorizing Alternate Service of Process [ECF No. 7] ("Motion for Alternate Service"). The Court entered an Order Granting the Motion for Alternate Service on December 10, 2021 [ECF No. 10]. In accordance with the December 10, 2021, Order, Plaintiff served each Defendant with a Summons and a copy of the Amended Complaint via electronic mail and website posting on January 4, 2022. *See Decl. of Virgilio Gigante* ("Gigante Decl.") [ECF No. 35-5] ¶ 7; Proof of Service [ECF No. 29].

Defendants failed to file an answer or other response, and the time allowed for Defendants to respond to the Amended Complaint has since expired. *See Gigante Decl.* ¶¶ 8–9. To Plaintiff's knowledge, Defendants are not infants or incompetent persons, and the

Servicemembers Civil Relief Act does not apply. *See id.* ¶ 10. On March 10, 2022, the Clerk entered default against Defendants [ECF No. 31] for failure to plead or otherwise defend pursuant to Rule 55(a) of the Federal Rules of Civil Procedure. Plaintiff now moves the Court for default final judgment against Defendants.

LEGAL STANDARD

A party may apply to the court for a default judgment when the defendant fails to timely respond to a pleading. FED. R. CIV. P. 55(b)(2). “A defendant, by his default, admits the plaintiff’s well-pleaded allegations of fact, is concluded on those facts by the judgment, and is barred from contesting on appeal the facts thus established.” *Eagle Hosp. Physicians, LLC v. SRG Consulting, Inc.*, 561 F.3d 1298, 1307 (11th Cir. 2009) (internal quotations omitted) (quoting *Nishimatsu Constr. Co. v. Houston Nat’l Bank*, 515 F.2d 1200, 1205 (5th Cir. 1975)). However, conclusions of law are to be determined by the court. *Mierzwicki v. CAB Asset Mgmt. LLC*, No. 14-61998, 2014 WL 12488533, at *1 (S.D. Fla. Dec. 30, 2014). Therefore, a court may enter a default judgment only if there is a “sufficient basis to state a claim.” *Id.*

Once a plaintiff has established a sufficient basis for liability, the Court must conduct an inquiry to determine the appropriate damages. *PetMed Express, Inc. v. MedPets.Com, Inc.*, 336 F. Supp. 2d 1213, 1217 (S.D. Fla. 2004). Although an evidentiary hearing is generally required, the Court need not conduct such a hearing “when . . . additional evidence would be truly unnecessary to a fully informed determination of damages.” *Safari Programs, Inc. v. CollectA Int’l Ltd.*, 686 F. App’x 737, 746 (11th Cir. 2017). Therefore, where the record adequately supports the award of damages, an evidentiary hearing is not required. *See SEC v. Smyth*, 420 F.3d 1225, 1232 n.13 (11th Cir. 2005); *PetMed Express, Inc.*, 336 F. Supp. 2d at 1217, 1223 (finding an evidentiary hearing unnecessary because plaintiff was seeking statutory damages

under the Lanham Act); *Luxottica Group S.p.A. v. Casa Los Martinez Corp.*, No. 14-22859, 2014 WL 4948632, at *2 (S.D. Fla. Oct. 2, 2014) (same).

ANALYSIS

A. Claims

Plaintiff seeks a default judgment for the relief sought in the Amended Complaint, asserting the following claims against Defendants: (1) trademark counterfeiting and infringement under section 32 of the Lanham Act, in violation of 15 U.S.C. section 1114 (“Claim 1”); (2) false designation of origin under section 43(a) of the Lanham Act, in violation of 15 U.S.C. section 1125(a) (“Claim 2”); (3) cybersquatting under section 43(d) of the Lanham Act, in violation of 15 U.S.C. section 1125(d) (“Claim 3”); (4) unfair competition under Florida common law (“Claim 4”); and (5) trademark infringement under Florida common law (“Claim 5”). *See* Am. Compl. ¶¶ 46–80.

1. Counterfeiting and Infringement

Section 32 of the Lanham Act, 15 U.S.C. section 1114, 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(1)(a). To prevail on its trademark infringement claim, a plaintiff must demonstrate “(1) that it had prior rights to the mark at issue and (2) that the defendant had adopted a mark or name that was the same, or confusingly similar to its mark, such that consumers were likely to confuse the two.” *Planetary Motion, Inc. v. Techsplosion, Inc.*, 261 F.3d 1188, 1193 (11th Cir. 2001) (footnote and citations omitted).

2. False Designation of Origin

The test for liability for false designation of origin under 15 U.S.C. section 1125(a) is the same as for a trademark counterfeiting and infringement claim—*i.e.*, whether the public is likely to be deceived or confused by the similarity of the marks at issue. *See Two Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 780 (1992) (Stevens, J., concurring in the judgment).

3. Cybersquatting

The Anti-cybersquatting Consumer Protection Act (“ACPA”) protects the owner of a distinctive or famous trademark from another’s bad faith intent to profit from the trademark owner’s mark by registering or using a domain name that is identical or confusingly similar to, or dilutive of, the trademark owner’s mark without regard to the goods or services of the parties. *See* 15 U.S.C. § 1125(d). “To prevail under the ACPA, a plaintiff must prove 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.” *See Bavaro Palace, S.A. v. Vacation Tours, Inc.*, 203 F. App’x 252, 256 (11th Cir. 2006) (citing *Shields v. Zuccarini*, 254 F.3d 476, 482 (3d Cir. 2001)).

4. Common Law Unfair Competition

Whether a defendant’s use of a plaintiff’s trademarks created a likelihood of confusion between the plaintiff’s and the defendant’s products is also the determining factor in the analysis of unfair competition under the common law of Florida. *See Rolex Watch U.S.A., Inc. v. Forrester*, No. 83-8381, 1986 WL 15668, at *3–4 (S.D. Fla. Dec. 9, 1986) (“[I]t is clear that the Court need not find ‘actual confusion’ The proper test is ‘likelihood of confusion’”).

5. Common Law Trademark Infringement

The analysis of liability for Florida common law trademark infringement is the same as the analysis of liability for trademark infringement under section 32(a) of the Lanham Act. *See PetMed Express, Inc.*, 336 F. Supp. 2d at 1217–18.

B. Liability

The well-pleaded factual allegations of Plaintiff’s Amended Complaint properly contain the elements for each of the above claims and are admitted by virtue of Defendants’ defaults. *See* Am. Compl. ¶¶ 8–14, 24–38, 48–50, 54–58, 62–67, 72–73, and 78–79. Moreover, the Amended Complaint’s factual allegations have been substantiated by sworn declarations and other evidence and establish Defendants’ liability for each of the claims asserted. Accordingly, default judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure is appropriately entered against Defendants.

C. Relief

Plaintiff requests an award of equitable relief and monetary damages against Defendants for trademark infringement in Claim 1 and cybersquatting in Claim 3. The Court analyzes Plaintiff’s request for relief as to Claim 1 and Claim 3 only, as the judgment for Claims 2, 4, and 5—false designation of origin, common law unfair competition, and common law trademark infringement—is limited to entry of the requested equitable relief for Claim 1. *See generally* Mot. [ECF No. 35].

Injunctive Relief. Pursuant to the Lanham Act, a district court is authorized to issue an injunction “according to the principles of equity and upon such terms as the court may deem reasonable,” to prevent violations of trademark law. 15 U.S.C. § 1116(a). Indeed, “[i]njunctive relief is the remedy of choice for trademark and unfair competition cases, since there is no

adequate remedy at law for the injury caused by a defendant’s continuing infringement.” *Burger King Corp. v. Agad*, 911 F. Supp. 1499, 1509–10 (S.D. Fla. 1995) (alteration in original) (internal quotation marks omitted) (quoting *Century 21 Real Estate Corp. v. Sandlin*, 846 F.2d 1175, 1180 (9th Cir. 1988)). Injunctive relief is available even in the default judgment setting, *see, e.g., PetMed Express, Inc.*, 336 F. Supp. 2d at 1222–23, because Defendants’ failure to respond or otherwise appear makes it difficult for a plaintiff to prevent further infringement absent an injunction. *See Jackson v. Sturkie*, 255 F. Supp. 2d 1096, 1103 (N.D. Cal. 2003) (“[D]efendant’s lack of participation in this litigation has given the court no assurance that defendant’s infringing activity will cease. Therefore, plaintiff is entitled to permanent injunctive relief.”).

Permanent injunctive relief is appropriate where a plaintiff demonstrates: (1) it has suffered irreparable injury; (2) there is no adequate remedy at law; (3) the balance of hardship favors an equitable remedy; and (4) an issuance of an injunction is in the public’s interest. *See eBay, Inc. v. MercExchange, LLC.*, 547 U.S. 388, 391–92 (2006). Plaintiff has carried its burden on each of the four factors.

Specifically, in trademark cases, “a sufficiently strong showing of likelihood of confusion [caused by trademark infringement] may by itself constitute a showing of . . . a substantial threat of irreparable harm.” *E. Remy Martin & Co., S.A. v. Shaw-Ross Int’l Imports, Inc.*, 756 F.2d 1525, 1530 (11th Cir. 1985) (footnote omitted); *see also Levi Strauss & Co. v. Sunrise Int’l Trading Inc.*, 51 F.3d 982, 986 (11th Cir. 1995) (“There is no doubt that the continued sale of thousands of pairs of counterfeit jeans would damage [the plaintiff’s] business reputation and decrease its legitimate sales.”). Plaintiff’s Amended Complaint and the submissions show that the goods produced and sold by Defendants are nearly identical to Plaintiff’s genuine products,

and consumers viewing Defendants' counterfeit goods post-sale would actually confuse them for Plaintiff's genuine products. *See, e.g.,* Am. Compl. ¶ 85 ("Defendants' actions are likely to cause confusion of consumers at the time of initial interest, sale, and in the post-sale setting, who will believe all of Defendants' goods are genuine goods originating from, associated with, and/or approved by Plaintiff.").

Plaintiff has no adequate remedy at law so long as Defendants continue to operate the Subject Domain Names and Seller IDs because Plaintiff cannot control the quality of what appear to be its products in the marketplace. An award of monetary damages alone will not cure the injury to Plaintiff's reputation and goodwill if Defendants' infringing and counterfeiting continue. Moreover, Plaintiff faces hardship from loss of sales and its inability to control its reputation in the marketplace. By contrast, Defendants face no hardship if they are prohibited from the infringement of Plaintiff's trademarks. Finally, the public interest supports the issuance of a permanent injunction against Defendants to prevent consumers from being misled by Defendants' products, and potentially harmed by their inferior quality. *See Chanel, Inc. v. besumart.com*, 240 F. Supp. 3d 1238, 1291 (S.D. Fla. 2016) ("[A]n injunction to enjoin infringing behavior serves the public interest in protecting consumers from such behavior.") (citation omitted); *World Wrestling Entm't, Inc. v. Thomas*, No. 12-21018, 2012 WL 12874190, at *8 (S.D. Fla. Apr. 11, 2012) (considering the potential for harm based on exposure to potentially hazardous counterfeit merchandise in analyzing public's interest in an injunction).

Broad equity powers allow the Court to fashion injunctive relief necessary to stop Defendants' infringing activities. *See, e.g., Swann v. Charlotte-Mecklenburg Bd. of Educ.*, 402 U.S. 1, 15 (1971) ("Once a right and a violation have been shown, the scope of a district court's equitable powers to remedy past wrongs is broad, for . . . [t]he essence of equity jurisdiction has

been the power of the Chancellor to do equity and to mould [sic] each decree to the necessities of the particular case.” (citation and internal quotation marks omitted); *United States v. Bausch & Lomb Optical Co.*, 321 U.S. 707, 724 (1944) (“Equity has power to eradicate the evils of a condemned scheme by prohibition of the use of admittedly valid parts of an invalid whole.” (citations omitted)). District 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). However, courts have not limited the remedy to that context. *See, e.g., Philip Morris USA, Inc. v. Otamedia Ltd.*, 331 F. Supp. 2d 228, 230 n.2 (S.D.N.Y. 2004) (transferring Yesmoke.com domain name to plaintiff despite the fact the plaintiff did not own a trademark in the term “Yesmoke” and noting 15 U.S.C. section 1125 “neither states nor implies that an *in rem* action against the domain name constitutes the exclusive remedy for a plaintiff aggrieved by trademark violations in cyberspace”); *Ford Motor Co. v. Cross*, 441 F. Supp. 2d 837, 853 (E.D. Mich. 2006) (ordering the defendants to disclose all other domain registrations held by them and to transfer registration of a particular domain name to plaintiff in part under authority of 15 U.S.C. section 1116(a)).

Defendants have created an Internet-based counterfeiting scheme in which they are profiting from their deliberate misappropriation of Plaintiff’s rights. Accordingly, the Court may fashion injunctive relief to eliminate the means by which Defendants are conducting their unlawful activities. Appropriate remedies to achieve this end include ordering the cancellation or transfer of the Subject Domain Names to Plaintiff; removing the Seller IDs’ listings and images of goods; and requiring that the goods of each Defendant be surrendered to Plaintiff, such that these means may no longer be used as instrumentalities to further the sale of counterfeit goods.

Statutory Damages. In a case involving the use of counterfeit marks in connection with the sale, offering for sale, or distribution of goods, 15 U.S.C. section 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 nor more than \$200,000.00 per counterfeit mark per type of good. *See* 15 U.S.C. § 1117(c)(1). In addition, if the Court finds Defendants' counterfeiting actions were willful, it may impose damages above the maximum limit up to \$2,000,000.00 per counterfeit mark per type of good. *See* 15 U.S.C. § 1117(c)(2).

The Court has wide discretion to determine the amount of statutory damages. *See PetMed Express, Inc.*, 336 F. Supp. 2d at 1219 (citations omitted). An award of statutory damages is appropriate despite a plaintiff's inability to prove actual damages caused by a defendant's infringement. *See Ford Motor Co.*, 441 F. Supp. 2d at 852 (citations omitted) (“[A] successful plaintiff in a trademark infringement case is entitled to recover enhanced statutory damages even where its actual damages are nominal or non-existent.”); *Playboy Enters., Inc. v. Universal Tel-A-Talk, Inc.*, No. 96-6961, 1998 WL 767440, at *8 (E.D. Pa. Nov. 3, 1998) (awarding statutory damages where plaintiff failed to prove actual damages or profits). The option of a statutory damages remedy in trademark counterfeiting cases is sensible given evidence of a defendant's profits in such cases is frequently almost impossible to ascertain. *See, e.g.*, S. Rep. No. 104-177, pt. V § 7, at 10 (1995) (discussing purposes of Lanham Act statutory damages); *PetMed Express, Inc.*, 336 F. Supp. 2d at 1220 (statutory damages are “[e]specially appropriate in default judgment cases due to infringer nondisclosure”) (citations omitted). This case is no exception.

Here, the allegations of the Amended Complaint and the evidence establish the Defendants intentionally copied one or more of the Spy Optic Marks for the purpose of deriving

the benefit of Plaintiff's world-famous reputation. Defendants have defaulted on Plaintiff's allegations of willfulness. *See* Am. Compl. ¶ 31; *Arista Records, Inc. v. Beker Enters., Inc.*, 298 F. Supp. 2d 1310, 1313 (S.D. Fla. 2003) (finding a court may infer willfulness from the defendants' default); *PetMed Express, Inc.*, 336 F. Supp. 2d at 1217 (stating that upon default, well-pleaded allegations are taken as true). As such, the Lanham Act permits the Court to award up to \$2,000,000.00 per infringing mark on each type of good as statutory damages to ensure Defendants do not continue their intentional and willful counterfeiting activities.

The only available evidence demonstrates that each Defendant promoted, distributed, advertised, offered for sale, and/or sold at least one (1) type of good bearing at least one (1) mark which is a counterfeit of one of the Spy Optic Marks protected by federal trademark registrations. *See* Am. Compl. ¶¶ 15, 24–32, 47–51; Cook Decl. 11–15. Based on the above considerations, Plaintiff has asked the Court to award statutory damages in the amount of \$1,000,000.00 against each Defendant. *See* Mot. [ECF No. 35] at 15–16. The award should be sufficient to deter Defendants and others from continuing to counterfeit or otherwise infringe Plaintiff's trademarks, compensate Plaintiff, and punish Defendants, all stated goals of 15 U.S.C. section 1117(c). The Court finds that this award of statutory damages falls within the permissible range under 15 U.S.C. section 1117(c) and is just. *See Fendi S.R.L. v. Joe Bag*, No. 19-61356, 2019 WL 4693677 (S.D. Fla. Aug. 28, 2019) [ECF No. 43] (awarding plaintiff \$1,000,000.00 against each defendant); *Adidas AG v. Global Online Shopping*, No. 19-61180 (S.D. Fla. 2019) [ECF No. 36] (awarding plaintiff \$1,000,000.00 against each defendant); *Louis Vuitton Malletier v. lv2014.skrar*, No. 19-61015 (S.D. Fla. 2019) [ECF No. 40] (awarding plaintiff \$1,000,000.00 against each defendant); *Abercrombie & Fitch Trading Co. v. Artemis Gesdy*, No. 19-60287 (S.D. Fla. 2019) [ECF No. 36] (awarding plaintiff \$1,000,000.00 against

each defendant); *Fendi S.R.L. v. socjmkfn*, No. 19-61356 (S.D. Fla. 2019) [ECF No. 44] (awarding plaintiff \$1,000,000.00 against each defendant); *Goyard St Honore v. Agote*, No. 17-62276, 2018 WL 2006870 (S.D. Fla. Apr. 19, 2018) [ECF No. 49] (awarding plaintiff \$1,000,000.00 against each defendant); *Specialized Bicycle Components, Inc. v. 17 No.1-Own*, No. 17-61201, 2017 WL 3016929 (S.D. Fla. July 14, 2017) [ECF No. 44] (awarding plaintiff \$1,000,000.00 against each defendant).

Plaintiff's Amended Complaint also sets forth a cause of action for cybersquatting pursuant to the ACPA, 15 U.S.C. section 1125(d). As admitted by default, and established by the evidence submitted, Defendant Numbers 1–8 have acted with the bad-faith intent to profit from at least one of the Spy Optic Marks and the goodwill associated with the Spy Optic Marks by registering their respective Subject Domain Names which are identical, confusingly similar to, or dilutive of at least one of the Spy Optic Marks (“Cybersquatted Subject Domain Names”). See Am. Compl. ¶¶ 33–38, 62-68; Mot. at 29 (“Schedule B”). The Cybersquatted Subject Domain Name incorporates at least one of Plaintiff's trademarks in its entirety surrounded by a descriptive or generic term, rendering the domain name nearly identical to at least one of Plaintiff's trademarks.

Upon a finding of liability, the ACPA expressly empowers 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.” See 15 U.S.C. § 1125(d)(1)(c); *Victoria's Cyber Secret Ltd. P'ship v. Secret Catalogue, Inc.*, 161 F. Supp. 2d 1339, 1356 (S.D. Fla. 2001). Accordingly, Plaintiff is entitled to the transfer and ownership of Defendant Numbers 1–8's Cybersquatted Subject Domain Names because it is confusingly similar to at least one of Plaintiff's trademarks.

Additionally, Plaintiff 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. *See* 15 U.S.C. § 1117(d). Plaintiff has elected statutory damages and requests in view of Defendant Numbers 1–8’s intentional, wrongful behavior, an award in the amount of \$10,000.00 for its infringing domain name. *See* Mot. 18–19; *Taverna Opa Trademark Corp. v. Ismail*, No. 08-20776, 2010 WL 1838384, at *3 (S.D. Fla. May 6, 2010) (awarding \$10,000.00 in statutory damages for domain name at issue). The Court finds this amount is just.

CONCLUSION

For the foregoing reasons, Plaintiff is entitled to the entry of final default judgment. Accordingly, it is hereby

ORDERED AND ADJUDGED that Plaintiff’s Motion [ECF No. 35] is **GRANTED**. Default final judgment and a permanent injunction shall be entered by separate order.

DONE AND ORDERED in Fort Lauderdale, Florida, this 22nd day of March, 2022.



RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

SCHEDULE "A"
DEFENDANTS BY NUMBER, SUBJECT DOMAIN NAME,
SELLER ID, FINANCIAL ACCOUNT INFORMATION,
MERCHANT ID, INFRINGING PRODUCT NUMBER, AND E-MAIL

Defendant Number	Defendant / Subject Domain Name / Seller ID	Financial Account Information: PayPal Account / Payee / Store Number	PayPal Merchant ID	Infringing Product Number / Additional Email
1	spy-outlets.com	QihuaLms87@outlook.com langmanjgmiyo@gmail.com xinyuandalj@outlook.com	2YNQGN249F42A	service@noreply.spfactoryout.com
1	acvpe.shop	LongQsss15@outlook.com		service@noreply.spfactoryout.com
1	mcdcown.shop	KeLilusong@outlook.com		service@noreply.spfactoryout.com
1	ralpher.site	reeghandbsjgb@gmail.com Yun-z Network Technology Co., Ltd	KHRDTU7G5V3RN	service@noreply.spfactoryout.com
1	sp.rvpd.shop	LJiansf14@outlook.com reeghandbsjgb@gmail.com		service@noreply.spfactoryout.com
1	spopsunglass.shop	WguangXzx64@outlook.com		service@noreply.spfactoryout.com
1	spyoptiglasses.shop	Yun-z Network Technology Co., Ltd	KHRDTU7G5V3RN	
1	spy-optiglasses.shop	Yun-z Network Technology Co., Ltd	KHRDTU7G5V3RN	
1	spysunglasses.shop	DuaneRigginsdlc@gmail.com xionganyunze@outlook.com		service@noreply.spfactoryout.com
1	spy-sunglasses.shop	Weixyzzm80@outlook.com		service@noreply.spfactoryout.com
1	xtydd.shop	cskwdzfdh649@outlook.com Sharp Liss Mall Yun-z Network Technology Co., Ltd	KHRDTU7G5V3RN	service@noreply.spfactoryout.com service@dealsvipuw.shop
2	spymensandwomenssunglasses.online	Populargoods2021@outlook.com	VPBBB3L87UKNW	service@noreply.vipclientweb.com
2	spyglasses.online	Fuyang Chuangmi Electronic Commerce Co., Ltd.	VPBBB3L87UKNW	
2	spymensandwomenssunglasses.shop	Fuyang Chuangmi Electronic Commerce Co., Ltd.	VPBBB3L87UKNW	
3	spysunglasss.shop	Soyadgming@outlook.com		service@noreply.spvipcs.com
3	spsunglassi.shop	mzguangxun@hotmail.com		service@noreply.spvipcs.com
3	spyglasses.shop	SO YA Home Building materials Co., Ltd	5YXTF5MP942QW	

3	spyopglasss.shop	bjylqdsmlx217@outlook.com	LV8XE2QQX4TXL	service@noreply.spvipcs.com
4	spyplusglasses.shop	SufondiBusiness@outlook.com	XB82FABLB5AEY	service@service.glassddmail.com
4	spyplussunglasses.shop	yichuanghua2265@outlook.com Dejapopular@outlook.com		service@service.glassddmail.com
4	spyprosunglasses.shop	yuanxinhong520@outlook.com		service@service.glassddmail.com
5	spysunglasses.store	lutherdesigninc@outlook.com		service@noreply.bestretailsale.com
		vttantiously@outlook.com	PAV5EAJ668PGG	
		choiceGroupt@outlook.com	2Q5Y7XD5RT6VL	
5	spsunglassale.shop	highwaylifestyle@outlook.com		service@noreply.bestretailsale.com
		cloudwelldeal@outlook.com		
		Three Kingdoms Business Service (Chongqing) Co., Ltd.	PAV5EAJ668PGG	
6	spysunglassi.shop	LeiMoneys34@outlook.com		
7	spyglassesdztr.shop	wangguanfang4100@hotmail.com	YULBEJ TZ8LUE8	
7	spdai.shop	Terence Online Centre	YULBEJ TZ8LUE8	
7	spdfh.shop	Terence Online Centre	YULBEJ TZ8LUE8	
7	spyglasses21.shop	FoshanBeldenshop@outlook.com	U74DXH4TB3BLJ	
		Terence Online Centre	YULBEJ TZ8LUE8	
		binlidatrading@outlook.com	GTUQNMS8UYPCY	
		yishanclothingshop@outlook.com	3SYSBMF65RZEQ	
		mantinggeclothing@outlook.com	9TQ2EPSSVU7VS	
7	spyglasseswear.shop	wangguanfang4100@hotmail.com	YULBEJ TZ8LUE8	support@noreply.usglassesshop.com
7	spzth.shop	wangguanfang4100@hotmail.com	YULBEJ TZ8LUE8	
		Chandler Outlet Shop EAPM79JPAs@outlook.com	Y9J89XE52FHPL	
7	spzzf.shop	Terence Online Centre	YULBEJ TZ8LUE8	support@noreply.usglassesshop.com
7	spysunglassesbsnc.shop	ZinaOwens2500@hotmail.com	8N6B3LJPJPPUC	support@noreply.usglassesshop.com
		Farrell Fashion Market zhaolin5063wv@hotmail.com	LAVDYHARMNG8W	
		lingfantradeshop@outlook.com	S69RUAJQ682KE	
		ruimiaoclothingstore ruimiaoclothingstore@outlook.com	AYTYK3T24S7U6	
7	fwysunglasses.xyz	xushuang1996815@outlook.com		support@noreply.usglassesshop.com
		YuanZhenhua9720@outlook.com		
7	noaglassesoutlet.online	GaoJincheng0201@outlook.com		support@noreply.usglassesshop.com
		duanfei5847@hotmail.com bethanypeterson38@hotmail.com	T6PRHF MJ A7DP6 E6CDQ9K6WZH72	

		zhanglisha226@outlook.com	SDC33XZJPEMP8	
		zhouli9636@outlook.com	VKXRZCTCMSS6 G	
		johnrussell5398@hotmail.com	W4BB4YRB8GD24	
8	spysunglassesopid.shop	XiaoyuCommerceStore@outlook.com	48YBJPZBSP8V6	
		JaydaColeman880@hotmail.com	CVZU66HDD4844	
		Hangzhou Miyou Trading Company xuhongliang1977@outlook.com	L5H9R97ELK7Q4	
		hancuimingfangshop@outlook.com	84WUZA72BZ2LN	
9	tgbdm.shop	crayfishsite@zoho.com.cn		sale@tgbdm.shop
10	xjhmyj.online	Fr0i6hxivn9ELWR@outlook.com		support@noreply.ixglassesshop.com
14	all_in_onestore	Transaction ID: 5CE88951U7101741V		353497455468
18	jackma21	Transaction ID: 70P48822WR178905H		284325842071
21	locas_6443	Transaction ID: 6N973421KF253070U		393407815919
23	88bar	yitanghuameng22@163.com		194260700085
24	chonganstore	chathumilakshan@gmail.com		393314084511
25	fanshop88	fanzhifandz@outlook.com		384062558634
		Transaction ID: 001121515L837603J		384062558634
26	global-shop-online a/k/a subastas-outlet- 2000	canosacasa@gmail.com		174270267341
		Transaction ID: 48G31184JS6765017		174270267341
27	globix.store	narek719957@gmail.com		363324987853
28	hahaeveryday	gao19851224ka@hotmail.com		324669771750
29	happyniu2019	happyniuniu2019@aliyun.com		253757925740
		Transaction ID: 8EH691478Y3982244		253757925740
30	happysolutions	happysolutions.zj@gmail.com		373554128163
31	maryord-14	timght@gmail.com		402754603639
32	tha_baby	thababy987@gmail.com		133797341544
33	the_full_cart.store	icontrolss99@gmail.com		265081772037
34	ukstorelk	priyantha.kumara19890317@gmail.com		265093620855
35	universalestore99	razvanszalacsi@yahoo.com		384048024996
36	v*lianxstore*v	guodonggeng1988@163.com		284250780141
37	Cycling Travel Store	900243034		1005001388699641
38	Dian&Yang Store	5434117		1005001345949234 4000649124725

39	GOOOG Store	911239106		1005002091965733 1005001872859645
40	OANRAYS Store	4052093		32969943538
41	Phineed Sunglasses Drop Shipping Store	4495053		1005002301760882 1005002301795675
42	Shop5023094 Store	5023094		1005001464791457
43	Sunglasses Franchised Store	1452061		1005002300669941 1005002539362463 1005002539326773
44	URUS Store	3133026		1005002320327092 1005001471344671
45	Awesome Glasses Store	5798675		1005002549002212
46	chengcheng Sunglasses Store	4033087		32891145534 32873124816 32884525314
47	GOOD SUNGLASSES Store	911908147		1005002547762105
48	MG-SUNGLASSES Store	911757441		1005002348393871 1005002719478226
49	RoadBlock Store	911032014		1005001692280821 1005001708266561
50	Shop5081471 Store	5081471		1005002136925298 1005002137018039
51	Shop900251481 Store	900251481		1005001557924283 1005002092047673
52	Shop911515004 Store	911515004		1005002109821602 1005003088913605 1005002819632831 1005002488104343 1005002487928865 1005002487953798
53	Sunbright Sunglasses Drop Shopper Store	911790020		1005002390845265
54	WF Store	4445007		32926023003
55	WGESUN Store	911773151		1005002932195393
56	Ywjanp Store	4639086		32959547173
57	ZAIQING Store	5427086		4000325606340
58	ZSMEYE Official Store	4215017		1005001616975103
59	danuelhouses	21635550		664599247
60	dhgate bagss	21661176		688783944
61	dhgate glasses	21661179		688782742
62	dhgateclothing	21661172		688941880
63	guomimenlu	15749601		449066521
64	happydhgatestores	21609010		629298204

65	hermane	20329350		671141868
66	kingclothings	21661145		688786877
67	kingfashionmall	21661189		688785777
68	kingqueenhair	21661187		688784272
69	kingsunglasses	21661174		688782804
70	ladyqueens	21661185		688820767
71	mingsdhgateso	21641914		673141382
72	qy8sunglasses	21639619		662100612
73	skywatchs	21661133		688782499
74	superbagss	21661184		688994631
75	troydaniels	21635198		671814594
76	hopesunglasses	20732060		402274523
77	ppfashionshop	20765093		412716568
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79	Banbudadada	5b3091657752c8045c725e64		6076b1868cec4da62d734fcb
80	Best of Tumblr	601fa7f6044fbb2d0c901c97		607e8d0f880029352d9033df
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86	gaoshan Store	5f58944614f157568adff656		606c6cf901f55a576636d422
87	Happy shopping GOGOGOGO	586e3c438c30e8093e5c6bc3		5f4383a96cd8f977eb6782af
88	hnxiaodong1027	603f54b4c45b713b857d534d		6052e42bd3e0b009f7083308
89	jntajtjmtj	5b0243a37d4d84171b90b7fe		6051bb522b1c9d3b3840e609
90	Just For You Baby	5837fc7e0299bc07d974a4da		60795b08c89f6d79bc265664
91	likuibaihuopu	5e5e17df6a6aff18ea64f93b		605d5159711b379ef828d244
92	meiqingmuxiu	5d7f4382b6b4c23c83ceeb46		606d5e472329ed5608fd6704
93	mengmenga	5d831e6422e7777c42dc187e		604864b3bdcaa4ba10641c41
94	Neuroscience Online	601fac7b4eeb7304eab94012		6064188d3f9f2b5b41a17d3d 6051a6971b25d3f4f5a2ba3b
95	nixiao	5941185a20d56c1aaf9ccd6d		606c4c9b76908ce4a4530181
96	QHU78SHI	5d5b867e283abc43e94a3320		60826ba1ca26625c5a067cd3
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101	Shuwak Bairand Qilasrert	5ec8f713f3f35248964b9e36	60580f25406b07a1f58892b2
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107	Warmsspringsun	5af6901c7824ca1f63417eef	606eae330b72966cec7a5872
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113	apilooking	58a56b643a8c36510ee68041	6085131ced0358ee18154813
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229	bossocosmetics	5fce9e7ab1d5b403205f45cf	60bea024144bf930a7bb9232

230	Ghombro	5fd1e5f149eb683a3d8a794e	60b42786daa7bdbd5055d734
231	Pasardo Store	5fd26b828145f8200fa527b3	60b57724d81faf6dcce0685c
232	Tobys St-tore	5fd28366e2ffdf350da7c044	60b4b62109a1a9ee98352152
233	Store My Tinos	5fd28a6280265a004af9709f	60aed9506c645945b5b3ffac
234	Anime MyS	5fd29fdc53011c10b704b692	60b56a3d40d411290a570585
235	Elizabetbus	5fd3ad5dc64c70acd276ab30	60bf07a0b5e81dd844a9c213
236	Impulsively	5fd3c06f58cd77c3d6e7f65c	60dd08f4d5cc565f3bb09726
237	Charlesparkle	5fd5226a7885461cb1393636	60ce20fb12d62d54f333c42b
238	Heavenly4	5fd79922c4fa1b3faa6300ef	60bf06ce4cbb11c99c04b467
239	Cauthias	5fd7cca74706208bd3206bc3	60d2c86fe4f5ed566b4da291
240	Jaycjohnso	5fd8161c8076461c3fbfcdf4	60c23f7beca8eaeda7117f8f
241	Lovvly	5fda974856a431861eef123e	60cd104be6ea27ca2d098c42
242	dtryeuy	5fe2e5eaf35ecb61eff524ae	60a3703db4922f88b09d52d2
243	Creative and novel shop	600f6d62bc5d790f90f74a6b	6077c8913d7953f653688a87
244	WANGZ4599CFCF	6040771586290b0bc09c72dd	608167ce57dcb1da65378a24
245	zhaojihua2412	604d74659d156e5eaf1d7457	60865c126315badbd8b957a1
246	tianfengxia3628	6064066a7603f804dca5f32b	60faa730a5eb40863d390a1d
247	Sand Corruptions	6064ee0a28856b004262c9f2	60ba1a4dcf3883674b945f59
248	wangyujun896	60682a6ae08c778173ae24be	60adabda07fc2d5a7dd6d08f
249	chongzhiauu	60727f5b0e3b2992bfd4403b	609366712de88751e2af3a7c
250	tkbx1122	6077d22ceaf4c85900af739d	60963017a54105e88c89feaf
251	Johsonxi	60927ab4854dbf530c7231ed	60cc3b40bf9c8bf2821b3765
252	wangxiaofei223368	609b5337e6e60f2306254001	60d2ae1a411d610046ae8530