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 ROLEX WATCH U.S.A., INC.

15 UNITED STATES DISTRICT COURT  
 16 CENTRAL DISTRICT OF CALIFORNIA

17  
 18 ROLEX WATCH U.S.A., INC.,

19 Plaintiff,

20 v.

21  
 22 JACK ALFRED MARTIN and NANCIE  
 23 ANN MARTIN, individually and  
 collectively d/b/a PRETTY PLEASE,

24 Defendants.  
 25

**CASE NO. 8:17-CV-00014**

**COMPLAINT FOR:**

- 26 **1. FEDERAL TRADEMARK COUNTERFEITING**  
**(15 U.S.C. § 1114);**
- 27 **2. FEDERAL TRADEMARK INFRINGEMENT**  
**(15 U.S.C. § 1114)**

1 Plaintiff Rolex Watch U.S.A., Inc. (“Rolex”) through its attorneys, complaining  
2 of defendants Jack Alfred Martin and Nancie Ann Martin, both individually and  
3 collectively d/b/a Pretty Please (hereinafter collectively referred to as “Defendants”)  
4 hereby alleges as follows:

5 **INTRODUCTION**

6 1. This is a suit by Rolex against Defendants for injunctive relief, statutory  
7 damages, treble damages and/or profits, compensatory damages, pre-judgment  
8 interest, attorneys’ fees, investigators’ fees and costs for trademark counterfeiting and  
9 trademark infringement. Defendants are being sued by Rolex as a result of  
10 Defendants’ sale, offers for sale, distribution, promotion and advertisement of  
11 merchandise bearing counterfeits and infringements of Rolex’s federally registered  
12 trademarks.

13 **JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the federal trademark claims asserted in  
15 this action under 15 U.S.C. § 1121, and 28 U.S.C. § 1331 and 28 U.S.C. § 1338.

16 3. Defendants are subject to the Court’s jurisdiction because they have  
17 committed the acts complained of herein in this District and do business in this  
18 District.

19 4. Venue in this District is proper pursuant to 28 U.S.C. § 1391(b) because  
20 a substantial part of the events giving rise to the claims occurred in this District.

21 **THE PARTIES**

22 5. Rolex is a corporation duly organized and existing under the laws of the  
23 State of New York, having an office and principal place of business at 665 Fifth  
24 Avenue, New York, New York, 10022.

25 6. Defendant Nancie Ann Martin (“Nancie”) is a resident of the State of  
26 California residing at 32005 via Pavo Real, Trabuco Canyon, CA 92679.

27 7. Defendant Jack Alfred Martin (“Jack”) is a resident of the State of  
28 California residing at 32005 via Pavo Real, Trabuco Canyon, CA 92679.

1 8. Upon information and belief, Defendants Nancie and Jack are married.

2 9. Upon information and belief, Jack and Nancie do business under the  
3 name "Pretty Please". "Pretty Please" is a fictitious business name that is not  
4 registered to do business in California or in any other state.

5 **FACTUAL ALLEGATIONS**

6 **A. Rolex's Famous Products and Trademarks**

7 10. Rolex is the exclusive distributor and warrantor in the United States of  
8 Rolex watches, all of which bear one or more of the Rolex Registered Trademarks as  
9 defined below.

10 11. Rolex watches are identified by the trade name and trademark ROLEX  
11 and one or more of the Rolex Registered Trademarks.

12 12. Rolex is responsible for assembling, finishing, marketing and selling in  
13 interstate commerce high quality Rolex watches, watch bracelets and related products  
14 for men and women (hereinafter referred to as "Rolex Watches").


15 13. Rolex is responsible for maintaining control over the quality of Rolex  
16 products and services in this country.

17 14. Rolex has developed an outstanding reputation because of the uniform  
18 high quality of Rolex Watches and the Rolex Registered Trademarks are distinctive  
19 marks used to identify these high quality products originating with Rolex.

20 15. Rolex owns numerous trademarks, including, but not limited to, the  
21 trademarks and trade names ROLEX, CROWN DEVICE (design), COSMOGRAPH,  
22 DAYTONA, OYSTER PERPETUAL, and YACHT-MASTER.

23 16. Rolex is the owner of, including but not limited to, the following federal  
24 trademark registrations in the U.S. Patent and Trademark Office:

25 ///  
26 ///  
27 ///  
28 ///

Trademark	Reg. No.	Reg. Date	Goods
 <b>CROWN DEVICE</b>	657,756	1/28/1958	Timepieces of all kinds and parts thereof.
<b>DATEJUST</b>	674,177	2/17/1959	Timepieces and parts thereof.
<b>DAY-DATE</b>	831,652	7/4/1967	Wrist watches.
<b>DAYTONA</b>	2,331,145	3/21/2000	Watches.
<b>EXPLORER</b>	2,518,894	12/18/2001	Watches.
<b>EXPLORER II</b>	2,445,357	4/24/2001	Watches.
<b>GMT-MASTER</b>	683,249	8/11/1959	Watches.
<b>GMT-MASTER II</b>	2,985,308	8/16/2005	Watches and parts thereof.
<b>OYSTER</b>	239,383	3/6/1928	Watches, movements, cases, dials, and other parts of watches.
<b>OYSTER PERPETUAL</b>	1,105,602	11/7/1978	Watches and parts thereof.
<b>PRESIDENT</b>	520,309	1/24/1950	Wristbands and bracelets for watches made wholly or in part or plated with precious metals, sold separately from watches.
<b>ROLEX</b>	101,819	1/12/1915	Watches, clocks, parts of watches and clocks, and their cases.
<b>ROLEX DAYTONA</b>	1,960,768	3/5/1996	Watches.
<b>ROLEX DEEP SEA</b>	3,703,603	10/27/2009	Watches.
<b>SEA-DWELLER</b>	860,527	11/19/1968	Watches, clocks and parts thereof.
<b>SUBMARINER</b>	1,782,604	7/20/1993	Watches.
<b>TURN-O-GRAPH</b>	2,950,028	5/10/2005	Watches and parts thereof.
<b>YACHT-MASTER</b>	1,749,374	1/26/1993	Watches.
<b>COSMOGRAPH</b>	733,081	6/19/1962	Watches.

Correct and true copies of Rolex's federal trademark registrations (hereinafter collectively referred to as the "Rolex Registered Trademarks") are attached hereto as **Exhibit 1**.

17. The Rolex Registered Trademarks are arbitrary and fanciful and are entitled to the highest level of protection afforded by law.

18. Rolex and its predecessors have used the Rolex Registered Trademarks for many years on and in connection with Rolex Watches and related products.

1 19. Based on Rolex's extensive advertising, sales and the wide popularity of  
2 Rolex products, the Rolex Registered Trademarks are now famous and have been  
3 famous since well prior to the activities of the Defendants complained of herein. Rolex  
4 Registered Trademarks have acquired secondary meaning so that any product or  
5 advertisement bearing such marks is immediately associated by consumers, the public  
6 and the trade as being a product or affiliate of Rolex.

7 20. Rolex has gone to great lengths to protect its name and enforce the Rolex  
8 Registered Trademarks.

9 21. The Rolex Registered Trademarks are valid and subsisting and in full  
10 force and effect and have become incontestable pursuant to 15 U.S.C. § 1065.

11 **B. Defendants' Counterfeiting and Infringing Activities**

12 22. Rolex hereby incorporates all prior allegations by reference.

13 23. Upon information and belief, long after Rolex's adoption and use of the  
14 Rolex Registered Trademarks on its products and after Rolex's federal registration of  
15 the Rolex Registered Trademarks, Defendants began offering for sale and selling  
16 merchandise bearing counterfeits and infringements of the Rolex Registered  
17 Trademarks as those marks appear on Rolex's products and as shown in the Rolex  
18 Registered Trademarks attached hereto as **Exhibit 1**.

19 24. On or about December 23, 2015, Rolex's investigator discovered that  
20 Defendants were offering, promoting, distributing, offering for sale and selling  
21 watches bearing counterfeits and infringements of the Rolex Registered Trademarks  
22 through the website, www.craigslist.org ("Craigslist"). Defendants listed the  
23 infringing watches as starting at \$180, far below the retail price of Rolex Watches  
24 ("Craigslist Listing"). The description provided:

25 I just got a new supply of fantastic watches! Nothing but  
26 very high end replicas of watches hand selected based on  
27 quality, movement and popularity. Email me for  
28 availability; they start at \$180 for the Rolex Submariner up

1 to \$420 for the Richard Mille. Other watches: Panerai,  
2 Daytona, Breitling, and Tag Heuer. All of my watches come  
3 with a one year guarantee!

4 A true and correct copy of the Craigslist Listing is attached hereto as **Exhibit 2** and  
5 incorporated herein by reference.

6 25. Rolex's investigator contacted Defendants by email and expressed  
7 interest in purchasing watches.

8 26. Defendant Jack contacted Rolex's investigator by telephone and  
9 scheduled a meeting for later that day.

10 27. Rolex's investigator met with Jack in a parking lot of a grocery store  
11 located in the City of Rancho Santa Margarita, California.

12 28. Jack escorted Rolex's investigator to his vehicle, where the defendant  
13 presented twelve (12) watches of various luxury brands, including five (5) watches  
14 bearing counterfeits and infringements of the Rolex Registered Trademarks. Jack also  
15 displayed to Rolex's investigator a price sheet that itemized the various watch models  
16 and brands the Defendants offer for sale.

17 29. Jack informed Rolex's investigator that his wife, defendant Nancie, is a  
18 flight attendant and often travels to China for work. He further explained that when  
19 Nancie travels to China, she purchases counterfeit products, including purses, watches,  
20 and jewelry, for re-sale in the United States.

21 30. Rolex's investigator purchased two (2) watches from Defendant,  
22 including one (1) watch bearing counterfeits and infringements of the Rolex  
23 Registered Trademarks at \$180.00, for a total of \$360.00 (the "First Purchase").

24 31. Rolex's investigator has received training in the identification of watches  
25 bearing counterfeits and infringements of the Rolex Registered Trademarks. Rolex's  
26 investigator examined the Rolex watches from the First Purchase and determined that  
27 they bear counterfeits and infringements of the Rolex Registered Trademarks.

28

1           32. On or about December 28, 2015, Rolex’s investigator placed a telephone  
2 call to Jack and scheduled a second meeting with him for December 30, 2015.

3           33. On or about December 28, 2015, Rolex’s investigator met with the  
4 Orange County Sherriff’s Department (“OCSD”) and informed the OCSD of the  
5 meeting taking place on December 30, 2015.

6           34. On or about December 30, 2015, Rolex’s investigator and an undercover  
7 officer met with Jack at Defendants’ residence located at 32005 via Pavo Real in the  
8 City of Trabuco Canyon, California 92679 (“Defendants’ Residence”).

9           35. Jack offered to sell approximately (12) counterfeit watches, including  
10 approximately four (4) watches bearing counterfeits and infringements of the Rolex  
11 Registered Trademarks. The counterfeit watches were displayed for sale on Jack’s  
12 living room table.

13           36. Jack subsequently escorted Rolex’s investigator and the undercover  
14 officer to a guest room on the first floor of Defendants’ Residence, which he referred  
15 to as his “wife’s little boutique”. The following items were displayed for sale with  
16 price tags: ten (10) belts, five (5) business card holders, fifteen (15) cellphone cases,  
17 six (6) pairs of earrings, thirty-three (33) handbags, fifteen (15) make up bags, six (6)  
18 necklaces, six (6) scarves, three (3) shirts, ten (10) pairs of sunglasses and twenty-four  
19 (24) wallets. Jack informed Rolex’s investigator and the undercover officer that these  
20 items are counterfeit and were purchased from China by defendant Nancie.

21           37. Rolex’s investigator purchased one (1) watch bearing counterfeits and  
22 infringements of the Rolex Registered Trademarks for \$270.00 (the “Second  
23 Purchase”). Rolex’s investigator also purchased another watch, three (3) handbags,  
24 one (1) belt and one (1) pair of sunglasses, all of various luxury brands. Rolex’s  
25 investigator received a sales receipt and business card from Jack.

26           38. On January 12, 2016, Rolex’s investigator arranged a meeting by  
27 telephone with Jack and Nancie for January 13, 2016. Rolex’s investigator informed  
28 the OCSD about the meeting.

1           39. On January 13, 2016, Rolex’s investigator and an undercover officer met  
2 with Jack and Nancie at Defendants’ Residence.

3           40. Jack offered for sale fifteen (15) watches, including six (6) watches  
4 bearing counterfeits and infringements of the Rolex Registered Trademarks to Rolex’s  
5 investigator and the undercover officer.

6           41. Nancie admitted to Rolex’s investigator and the undercover officer that  
7 she had been selling counterfeit products for approximately two years.

8           42. Nancie provided Rolex’s investigator with Defendants’ business card,  
9 which identified Nancie as the owner of a fictitious business called “Pretty Please”.

10          43. Rolex’s investigator purchased one (1) watch bearing counterfeits and  
11 infringements of the Rolex Registered Trademarks for \$180.00 (the “Third Purchase”).  
12 Rolex’s investigator also purchased (1) handbag, one (1) cell phone case, and one (1)  
13 belt, one (1) pair of sunglasses.

14          44. On or about January 20, 2016, the OCSD served a search warrant on  
15 Defendants at Defendants’ Residence.

16          45. During the search warrant investigation, the OCSD recovered a total of  
17 two hundred and ten (210) items, including four (4) watches bearing counterfeits and  
18 infringements of the Rolex Registered Trademarks (the “Seized Rolex Watches”).  
19 Photographs of the Seized Rolex Watches are attached hereto as **Exhibit 3**.

20          46. The OCSD arrested Defendants during the search warrant investigation.

21          47. Rolex’s investigator examined the Seized Rolex Watches and determined  
22 that they bear counterfeits and infringements of the Rolex Registered Trademarks.

23          48. Rolex’s investigator learned from law enforcement that Defendants were  
24 convicted of Trademark Counterfeiting, a felony, on or about April 29, 2016.

25          49. Despite having knowledge that the watches were replicas, Defendants  
26 offered for sale and sold watches bearing counterfeits of the Rolex Registered  
27 Trademarks. Defendants’ conduct is clearly willful.

28



1 50. Defendants have published and placed into circulation of the general  
2 public advertisements that infringe Rolex's intellectual property rights and caused  
3 other damages not relating to the infringement.

4 **C. Summary of Defendants' Illegal Activities**

5 51. Defendants intentionally, maliciously and willfully offered for sale and  
6 sold watches bearing counterfeits of one or more of the Rolex Registered Trademarks,  
7 despite knowledge that such sales were illegal.

8 52. Defendants' acts were calculated to confuse and to deceive the public and  
9 were performed with full knowledge of Rolex's rights.

10 53. Defendants are not now, nor have they ever been, associated, affiliated,  
11 connected with, endorsed or sanctioned by Rolex.

12 54. Rolex has never authorized or consented in any way to the use by  
13 Defendants of the Rolex Registered Trademarks or marks confusingly similar thereto.

14 55. Defendants' use of the Rolex Registered Trademarks or marks  
15 substantially indistinguishable and/or confusingly similar thereto in connection with  
16 Defendants' products is likely to cause consumers, the public and the trade to  
17 erroneously believe that the products provided by Defendants emanate or originate  
18 from Rolex, and/or that said products are authorized, sponsored, or approved by Rolex,  
19 even though they are not. This confusion causes irreparable harm to Rolex and  
20 weakens and dilutes the distinctive quality of the Rolex Registered Trademarks.

21 56. By using counterfeits and infringements of the Rolex Registered  
22 Trademarks on their goods, Defendants are trading on the goodwill and reputation of  
23 Rolex and creating the false impression that Defendants' goods are affiliated with  
24 Rolex.

25 57. Defendants have been unjustly enriched by illegally using and  
26 misappropriating Rolex's intellectual property for their own financial gain.  
27 Furthermore, Defendants have unfairly benefited and profited from Rolex's  
28

1 outstanding reputation for high quality products and its significant advertising and  
2 promotion of Rolex watches and the Rolex Registered Trademarks.

3 58. Defendants have disparaged Rolex, its Rolex Registered Trademarks and  
4 its products by creating a false association with Rolex, its genuine goods and its Rolex  
5 Registered Trademarks.

6 59. Rolex has no control over the nature and quality of the products sold by  
7 Defendants, which bear counterfeits and infringements of the Rolex Registered  
8 Trademarks.

9 60. Among other things, Defendants' promotion, advertisement and  
10 provision of its goods have and will reflect adversely on Rolex as the believed source  
11 of origin thereof; hamper continuing efforts by Rolex to protect its outstanding  
12 reputation for high quality, originality and distinctive goods; and tarnish the goodwill  
13 and demand for genuine Rolex watches and products.

14 61. Upon information and belief, Defendants have acted with reckless  
15 disregard for Rolex's rights and/or were willfully blind in connection with unlawful  
16 activities. Upon information and belief, Defendants were willfully and maliciously  
17 engaged in infringing activities. Therefore, this case constitutes an exceptional case  
18 under 15 U.S.C. § 1117(a).

19 62. Rolex has suffered irreparable harm and damages as a result of  
20 Defendants' conduct. The injuries and damages sustained by Rolex have been directly  
21 and proximately caused by the Defendants' wrongful offer for sale and sale of their  
22 goods bearing counterfeits and/or infringements of the Rolex Registered Trademarks.

23 63. Rolex has no adequate remedy at law.

24 64. Defendants' wrongful acts will continue unless enjoined by the Court.  
25 Accordingly, Defendants must be restrained and enjoined from any further  
26 counterfeiting or infringement of the Rolex Registered Trademarks.

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28 ///

**FIRST CLAIM FOR RELIEF**

**(Trademark Counterfeiting, 15 U.S.C. § 1114)**

1  
2  
3 65. Rolex hereby incorporates by reference all prior allegations as though  
4 fully set forth herein.

5 66. Defendants have used spurious designations that are identical with, or  
6 substantially indistinguishable from, the Rolex Registered Trademarks on goods  
7 covered by registrations for the Rolex Registered Trademarks.

8 67. Defendants have intentionally used these spurious designations, knowing  
9 they are counterfeit, in connection with the advertisement, promotion, sale, offering  
10 for sale and distribution of goods.

11 68. Defendants' use of the Rolex Registered Trademarks to advertise,  
12 promote, offer for sale, distribute and sell watches bearing counterfeits was and is  
13 without the consent of Rolex.

14 69. Defendants' unauthorized use of the Rolex Registered Trademarks on  
15 and in connection with their sale, offering for sale and distribution of watches  
16 constitutes Defendants' use of the Rolex Registered Trademarks in commerce.

17 70. Defendants' unauthorized use of the Rolex Registered Trademarks as set  
18 forth above is likely to:

19 (a) cause confusion, mistake and deception;

20 (b) cause the public to believe that their watches are the same as  
21 Rolex's watches and/or that they are authorized, sponsored or approved by  
22 Rolex or that they are affiliated, connected or associated with or in some way  
23 related to Rolex; and

24 (c) result in Defendants unfairly benefiting from Rolex's advertising  
25 and promotion and profiting from the reputation of Rolex and its Rolex  
26 Registered Trademarks all to the substantial and irreparable injury of the public,  
27 Rolex and the Rolex Registered Trademarks and the substantial goodwill  
28 represented thereby.

1 71. Defendants' acts constitute willful trademark counterfeiting in violation  
2 of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

3 72. By reason of the foregoing, Defendants are liable to Rolex for: (a)  
4 statutory damages in the amount of up to \$2,000,000 for each mark counterfeited as  
5 provided by 15 U.S.C. § 1117(c) of the Lanham Act, or, at Rolex's election, an amount  
6 representing three (3) times Rolex's damages and/or Defendants' illicit profits; and (b)  
7 reasonable attorneys' fees, investigative fees and pre-judgment interest pursuant to 15  
8 U.S.C. § 1117(b).

9 **SECOND CLAIM FOR RELIEF**

10 **Trademark Infringement (15 U.S.C. § 1114)**

11 73. Rolex hereby incorporates by reference all prior allegations as though  
12 fully set forth herein.

13 74. Based on Rolex's extensive advertising under the Rolex Registered  
14 Trademarks, its extensive sales and the wide popularity of Rolex Watches, the Rolex  
15 Registered Trademarks have acquired a secondary meaning so that any product and  
16 advertisement bearing such trademarks is immediately associated by purchasers and  
17 the public as being a product and affiliate of Rolex.

18 75. Defendants' activities constitute Defendants' use in commerce of the  
19 Rolex Registered Trademarks. Defendants used the Rolex Registered Trademarks in  
20 connection with Defendants' sale, offers of sale, distribution, promotion and  
21 advertisement of their goods bearing infringements and/or counterfeits of the Rolex  
22 Registered Trademarks.

23 76. Defendants have used the Rolex Registered Trademarks, knowing they  
24 are the exclusive property of Rolex, in connection with the sale, offers for sale,  
25 distribution, promotion and advertisement of their goods bearing counterfeits or  
26 infringements of the Rolex Registered Trademarks.

27 77. Defendants' activities create the false and misleading impression that  
28 Defendants are sanctioned, assigned or authorized by Rolex to use the Rolex

1 Registered Trademarks to advertise, manufacture, distribute, appraise, offer for sale or  
2 sell watches bearing the Rolex Registered Trademarks when Defendants are not so  
3 authorized.

4 78. Defendants engage in the aforementioned activity with the intent to  
5 confuse and deceive the public into believing that they and the watches they sell are  
6 in some way sponsored, affiliated or associated with Rolex, when in fact they are not.

7 79. Defendants' use of the Rolex Registered Trademarks has been without  
8 the consent of Rolex, is likely to cause confusion and mistake in the minds of the  
9 public and, in particular, tends to and does falsely create the impression that the goods  
10 advertised, promoted, distributed and sold by Defendants are warranted, authorized,  
11 sponsored or approved by Rolex when, in fact, they are not.

12 80. Defendants' unauthorized use of the Rolex Registered Trademarks has  
13 resulted in Defendants unfairly benefiting from Rolex's advertising and promotion,  
14 and profiting from the reputation of Rolex and the Rolex Registered Trademarks, to  
15 the substantial and irreparable injury of the public, Rolex and the Rolex Registered  
16 Trademarks and the substantial goodwill represented thereby.

17 81. Defendants' acts constitute willful trademark infringement in violation of  
18 Section 32 of the Lanham Act, 15 U.S.C. § 1114.

19 82. By reason of the foregoing, Defendants are liable to Rolex for: (a) an  
20 amount representing three (3) times Rolex's damage and/or their illicit profits; and (b)  
21 reasonable attorney's fees, investigative fees and pre-judgment interest pursuant to 15  
22 U.S.C. § 1117.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Rolex respectfully requests that the Court order the following  
25 relief:

26 I. That the Court enter an injunction ordering that Defendants, their agents,  
27 servants, employees, and all other persons in privity or acting in concert with them be  
28 enjoined and restrained from:

1 (a) using any reproduction, counterfeit, copy, or colorable  
2 imitation of the Rolex Registered Trademarks to identify any  
3 goods or the rendering of any services not authorized by Rolex;

4 (b) engaging in any course of conduct likely to cause confusion,  
5 deception or mistake, or injure Rolex's business reputation or  
6 weaken the distinctive quality of the Rolex Registered Trademarks,  
7 Rolex's name, reputation or goodwill;

8 (c) using a false description or representation including words  
9 or other symbols tending to falsely describe or represent their  
10 unauthorized goods as being those of Rolex or sponsored by or  
11 associated with Rolex and from offering such goods in commerce;

12 (d) further infringing or diluting the Rolex Registered  
13 Trademarks by manufacturing, producing, distributing,  
14 circulating, selling, marketing, offering for sale, advertising,  
15 promoting, displaying or otherwise disposing of any products not  
16 authorized by Rolex bearing any simulation, reproduction,  
17 counterfeit, copy or colorable imitation of the Rolex Registered  
18 Trademarks;

19 (e) using any simulation, reproduction, counterfeit, copy or  
20 colorable imitation of the Rolex Registered Trademarks in  
21 connection with the promotion, advertisement, display, sale,  
22 offering for sale, manufacture, production, circulation or  
23 distribution of any unauthorized products in such fashion as to  
24 relate or connect, or tend to relate or connect, such products in any  
25 way to Rolex, or to any goods sold, manufactured, sponsored or  
26 approved by, or connected with Rolex;

27 (f) making any statement or representation whatsoever, or using  
28 any false designation of origin or false description, or performing

1 any act, which can or is likely to lead the trade or public, or  
2 individual members thereof, to believe that any services provided,  
3 products manufactured, distributed, sold or offered for sale, or  
4 rented by Defendants are in any way associated or connected with  
5 Rolex, or are provided, sold, manufactured, licensed, sponsored,  
6 approved or authorized by Rolex;

7 (g) engaging in any conduct constituting an infringement of any  
8 of the Rolex Registered Trademarks, of Rolex's rights in, or to use  
9 or to exploit, said trademark, or constituting any weakening of  
10 Rolex's name, reputation and goodwill;

11 (h) using or continuing to use the Rolex Registered Trademarks  
12 or trade names in any variation thereof on the Internet (either in the  
13 text of a website, as a domain name, or as a keyword, search word,  
14 metatag, or any part of the description of the site in any submission  
15 for registration of any Internet site with a search engine or index)  
16 in connection with any goods or services not directly authorized by  
17 Rolex;

18 (i) hosting or acting as Internet Service Provider for, or  
19 operating or engaging in the business of selling any website or  
20 other enterprise that offers for sale any products bearing the  
21 Rolex Registered Trademarks;

22 (j) acquiring, registering, maintaining or controlling any  
23 domain names that include the ROLEX trademark or any of the  
24 other Rolex Registered Trademarks or any marks confusingly  
25 similar thereto, activating any website under said domain names,  
26 or selling, transferring, conveying, or assigning any such domain  
27 names to any entity other than Rolex;

28 (k) using any e-mail addresses to offer for sale any nongenuine

1 products bearing counterfeits of the Rolex Registered  
2 Trademarks;

3 (l) having any connection whatsoever with any websites that  
4 offer for sale any merchandise bearing counterfeits of the Rolex  
5 Registered Trademarks;

6 (m) secreting, destroying, altering, removing, or otherwise  
7 dealing with the unauthorized products or any books or records  
8 which contain any information relating to the importing,  
9 manufacturing, producing, distributing, circulating, selling,  
10 marketing, offering for sale, advertising, promoting, or displaying  
11 of all unauthorized products which infringe the Rolex Registered  
12 Trademarks; and

13 (n) effecting assignments or transfers, forming new entities or  
14 associations or utilizing any other device for the purpose of  
15 circumventing or otherwise avoiding the prohibitions set forth in  
16 subparagraphs (a) through (m).

17 II. That Defendants, within thirty (30) days of judgment, file and serve Rolex  
18 with a sworn statement setting forth in detail the manner and form in which they have  
19 complied with this injunction pursuant to 15 U.S.C. § 1116(a).

20 III. That Defendants be required to deliver up for destruction to Rolex all  
21 unauthorized materials bearing any of the Rolex Registered Trademarks in association  
22 with unauthorized goods or services and the means for production of same pursuant to  
23 15 U.S.C. § 1118.

24 IV. Requiring Defendants to pay to Rolex such damages Rolex has sustained  
25 as a consequence of their counterfeiting and infringement of the Rolex Registered  
26 Trademarks and to account for all gains, profits and advantages derived by Defendants  
27 from the sale of their infringing merchandise bearing the Rolex Registered  
28 Trademarks, and that the award to Rolex be trebled as provided for under 15 U.S.C. §



1 1117; alternatively, that Rolex be awarded statutory damages pursuant to 15 U.S.C. §  
2 1117(c) of up to \$2,000,000 for each trademark that Defendants have willfully  
3 counterfeited and infringed.

4 V. Ordering that Rolex recover the costs of this action, together with  
5 reasonable attorneys' and investigators' fees and pre-judgment interest in accordance  
6 with 15 U.S.C. § 1117.

7 VI. Directing that this Court retain jurisdiction of this action for the purpose  
8 of enabling Rolex to apply to the Court at any time for such further orders and  
9 interpretation or execution of any Order entered in this action, for the modification of  
10 any such Order, for the enforcement or compliance therewith and for the punishment  
11 of any violations thereof.

12 VII. Ordering that pursuant to 11 U.S.C. § 523(a)(6), Defendants be prohibited  
13 from a discharge under 11 U.S.C. § 727 for malicious, willful and fraudulent injury to  
14 Rolex.

15 VIII. Due to the advertising injury caused to Rolex, Defendants be required to  
16 deliver to Rolex for destruction, all goods that were being advertised, promoted or  
17 offered for sale, as well as any and all catalogs, circulars, or other printed material in  
18 their possession or control displaying or promoting the infringing goods that were or  
19 are being advertised, promoted, or offered for sale.

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1 IX. Awarding to Rolex such other and further relief as the Court may deem  
2 just and proper, together with the costs and disbursements that Rolex has incurred in  
3 connection with this action.

4 Respectfully submitted,

5 STUBBS ALDERTON & MARKILES, LLP

6 Dated: January 5, 2017

7 By: /s/Anthony M. Keats

8 Anthony M. Keats

9 Konrad K. Gatien

10 Barak J. Kamelgard

11 GIBNEY, ANTHONY & FLAHERTY, LLP

12 Brian W. Brokate (*pro hac vice* pending)

13 John Macaluso (*pro hac vice* pending)

14 Maja Szumarska (*pro hac vice* pending)

15 Attorneys for Plaintiff  
16 ROLEX WATCH U.S.A., INC.