

II. JURISDICTION AND VENUE

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

3. Defendants are subject to this Court's jurisdiction because they reside and do business in the Northern District of Texas ("District") and have committed the acts complained of herein in this District.

4. Defendants are subject to the jurisdiction of this Court pursuant to and in accordance with Rule 4 of the Federal Rules of Civil Procedure.

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

III. THE PARTIES

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

7. Upon information and belief, Defendant James Warren Mills is a resident of the State of Texas residing at 3425 Oxford Street, Midlothian, Texas 76065.

8. Upon information and belief, Defendant Sandra Mills is a resident of the State of Texas residing at 12025 Vienna Apple Road, Fort Worth, Texas 72644

9. Upon information and belief, Defendants are the registrants, owners, operators and/or controlling forces behind www.worldwiderolex.com (the "Infringing Domain").

10. The identities of Unknown Websites 1-10, Unknown Entities 1-10, and "John Does" 1-10 are not currently known to Rolex, but, upon information and belief, they are associated with

Defendants and contribute to Defendants' infringing activities. Rolex will identify these Unknown Websites, Unknown Entities, and "John Does" upon further knowledge and investigation.

IV. FACTUAL ALLEGATIONS

A. Rolex's Famous Products and Trademarks

11. Rolex is the exclusive distributor and warrantor in the United States of Rolex watches, all of which bear one or more of Rolex's federally registered trademarks.

12. Rolex watches are identified by the trade name and trademark ROLEX and one or more of Rolex's federally registered trademarks.

13. Rolex is responsible for assembling, finishing, marketing and selling in interstate commerce high-quality Rolex watches, watch bracelets and related products for men and women.

14. Rolex owns numerous trademarks, including, but not limited to, the trademarks and trade names ROLEX, PRESIDENT, CROWN DEVICE (design), DATEJUST, SEA-DWELLER, OYSTER, OYSTER PERPETUAL, GMT-MASTER, YACHT-MASTER, SUBMARINER, ROLEX DAYTONA, DAYTONA, EXPLORER II, TURN-O-GRAPH and GMT-MASTER II (hereinafter referred to as the "Rolex Registered Trademarks").

15. Rolex is the owner of, including but not limited to, the following federal trademark registration in the U.S. Patent and Trademark Office:

Trademark	Reg. No.	Reg. Date	Goods
ROLEX	101,819	1/12/15	Watches, clocks, parts of watches and clocks, and their cases.

A true and correct copy of Rolex's federal trademark registration for this mark is attached hereto as **Exhibit 1** and incorporated herein by reference.

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

17. The Rolex Registered Trademarks are famous throughout the United States.

18. Rolex and its predecessors have used the Rolex Registered Trademarks for many years on and in connection with watches, related products and in advertisements, posters and print ads. The Rolex Registered Trademarks identify high-quality products originating with Rolex.

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

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

21. The Rolex Registered Trademarks are valid and subsisting and in full force and effect and have become incontestable pursuant to 15 U.S.C. § 1065, with the exception of TURN-O-GRAPH and GMT MASTER II.

B. Defendants' Infringing and Diluting Activities

22. Upon information and belief, long after Rolex's adoption and use of the Rolex Registered Trademarks on its products and after Rolex's federal registration of the Rolex Registered Trademarks, Defendants in bad faith registered and maintain a domain name containing the ROLEX trademark.

23. On or about July 2011, Rolex discovered the domain and website www.worldwiderolex.com. The site does not contain, nor has it ever contained, any content other

than stating it is the “future home of something quite cool.” A printout of the worldwiderolex.com website is attached hereto as **Exhibit 2** and incorporated herein by reference.

24. The Infringing Domain contains an unauthorized use of the ROLEX trademark, and creates the false and misleading appearance that the domain and its website are endorsed and/or authorized by Rolex when, in fact, they are not.

25. The Infringing Domain was created on July 1, 2011, and registered to the following “YoUniteMe.com, 12025 Vienna Apple, Keller, Texas 76244, United States.” Further, Sandy Mills is listed as the Administrative and Technical Contact for the Infringing Domain. The phone number (817) 562-2147 and the e-mail address alien1kg@gmail.com are also listed as contact information. A copy of the “Whois” information for the domain is attached hereto as **Exhibit 3** and incorporated herein by reference.

26. Upon information, belief and investigation, the www.youniteme.com domain name is registered to “ABR Roofing, 12025 Vienna Apple, Keller, Texas 72644.” Further, James Mills is listed as the Administrative and Technical contact for this domain name, and the e-mail address alien1kg@gmail.com is listed as contact information. A copy of the “Whois” information for the youniteme.com domain is attached hereto as **Exhibit 4** and incorporated herein by reference.

27. Upon information, belief and investigation, the alien1kg@gmail.com e-mail address is owned by and associated with Defendant James Warren Mills.

28. Upon information, belief and investigation, the 12025 Vienna Apple Road, Keller, Texas 76244 address is the home address of Defendant Sandra Mills, and the phone number (817) 562-2147 is the home telephone number of Defendant Sandra Mills.

29. On or about August 24, 2011, Rolex’s counsel sent a cease and desist letter to Defendants, via e-mail and First Class Mail, warning them of the consequences of their trademark

infringement, cybersquatting and other unauthorized activities. A copy of this letter is attached hereto as **Exhibit 5** and incorporated herein by reference.

30. On or about August 30, 2011, in response to Rolex's cease and desist letter, Defendant James Warren Mills telephoned Rolex's counsel two (2) times whereby he offered, without solicitation, to sell the Infringing Domain to Rolex. Rolex's counsel refused to make an offer to purchase the Infringing Domain.

31. On or about September 1, 2011, Rolex's counsel telephoned the (817) 562-2147 number to further discuss the matter, but was told by Defendant James Warren Mills that he was unable to speak. Rolex's counsel never heard back from Defendants.

32. On or about October 4, 2011, Rolex's counsel again telephoned the (817) 562-2147 number and spoke with Defendant Sandra Mills. Defendant Sandra Mills stated that her son would call back later in the day.

33. Subsequently on or about October 4, 2011, Defendant James Warren Mills telephoned Rolex's counsel. During this conversation, Defendant James Warren Mills stated that he was the owner of numerous websites containing the word "worldwide" and a trademarked name. Further, without solicitation, Defendant James Warren Mills offered to sell the Infringing Domain to Rolex for a "Rolex President" watch. The cost of a Rolex President watch retails between \$24,600.00 and \$132,350.00. Rolex refused Defendant James Warren Mills' offer to purchase the Infringing Domain.

34. Upon information, belief and investigation, Defendants are also the owners of approximately 296 domains, many of which contain trademarked terms. Similarly, these websites contain no content. Defendants clearly are in the business of buying domains and selling them for profit.

35. On or about October 4, 2011, Rolex again sent separate cease and desist letters to Defendants James Warren Mills and Sandra Mills further warning them of the consequences of their unauthorized actions. Copies of these letters are attached hereto as **Exhibit 6** and incorporated herein by reference.

36. Despite subsequent conversations between Rolex's counsel and Defendants, Defendants adamantly refused to transfer the Infringing Domain without compensation.

37. To date, despite receiving multiple cease and desist letters and even communicating with Rolex's counsel by telephone, Defendants continue to own, operate, and remain the moving and controlling forces behind the Infringing Domain.

C. Summary of Defendants' Illegal Activities

38. Defendants intentionally, maliciously and willfully registered, own and maintain a domain improperly containing a Rolex Registered Trademark, despite knowledge that such actions are unauthorized.

39. Defendants' acts were calculated to confuse and deceive the public, and are performed with full knowledge of Rolex's rights.

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

41. Rolex has never authorized or consented in any way to Defendants' use of the Rolex Registered Trademarks or any marks confusingly similar thereto.

42. Defendants' use of the Rolex Registered Trademarks, or marks that are substantially indistinguishable from the Rolex Registered Trademarks and/or confusingly similar thereto, is likely to cause consumers, the public and the trade to erroneously believe that said website and domain is authorized, sponsored, or approved by Rolex, even though it is not. This confusion causes

irreparable harm to Rolex and weakens and dilutes the distinctive quality of the Rolex Registered Trademarks.

43. Defendants' use of the Rolex Registered Trademarks, or marks that are substantially indistinguishable from the Rolex Registered Trademarks and/or confusingly similar thereto, is likely to cause consumers, the public and the trade to erroneously believe that the Defendants are associated with or endorsed by Rolex when again, they are not.

44. By using a Rolex Registered Trademarks in their domain, Defendants are trading on the goodwill and reputation of Rolex, and creating the false impression that Defendants are affiliated with Rolex.

45. Defendants have been unjustly enriched by illegally using and misappropriating Rolex's intellectual property for their own financial gain. Furthermore, Defendants have unfairly benefited and profited from Rolex's outstanding reputation for high-quality products, and its significant advertising and promotion of Rolex watches and the Rolex Registered Trademarks.

46. Defendants have disparaged Rolex, its Rolex Registered Trademarks, and its products by creating a false association with Rolex, its genuine goods, and its Rolex Registered Trademarks.

47. Rolex has no control over the nature and quality of the Defendants' Infringing Domain or the worldwiderolex.com website.

48. Among other things, Defendants' promotion and advertisement of its Infringing Domain has and will continue to (a) reflect adversely on Rolex as the believed source of origin thereof; (b) hamper continuing efforts by Rolex to protect its outstanding reputation for high-quality, originality and distinctive goods; and (c) tarnish the goodwill and demand for genuine Rolex watches and products.

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

50. Rolex has suffered irreparable harm and damages as a result of Defendants' conduct. The injuries and damages sustained by Rolex have been directly and proximately caused by the Defendants' wrongful actions.

51. Rolex has no adequate remedy at law.

52. Defendants' wrongful acts will continue unless enjoined by the Court. Accordingly, Defendants must be restrained and enjoined from any further infringement of the Rolex Registered Trademarks.

V. CLAIMS FOR RELIEF

1. Federal Anti-Cybersquatting (Anti-Cyberpiracy) (15 U.S.C. § 1125(d)(1)(A))

53. Rolex hereby incorporates by reference all prior allegations as though fully set forth herein.

54. Upon information and belief, Defendants registered and/or use in bad faith the domain name worldwiderolex.com, which incorporates a mark confusingly similar to the ROLEX trademark.

55. The Infringing Domain is substantially indistinguishable from, confusingly similar to and/or dilutive of the ROLEX trademark in violation of the Anti-Cybersquatting Consumer Act, 15 U.S.C. § 1125(d)(1)(A)(ii)(II).

56. Defendants' registration and/or use of the Infringing Domain is not sponsored or authorized by Rolex.

57. Defendants have no trademark or other intellectual property rights in the Infringing

Domain, and have acted in bad faith with the intent to profit from the goodwill of the ROLEX trademark.

58. Defendants have no bona fide commercial use of the Infringing Domain as the site offers no products or services for sale.

59. Defendants offered to sell the Infringing Domain for a significant financial gain without having used or intended to use this domain for bona fide reasons.

60. Defendants have registered numerous other domains containing trademarked terms with no intention other than to resell such domains at a profit. Clearly, Defendants are in the business of purchasing and holding domain names for a ransom from the legitimate intellectual property rights' holder.

61. Defendants' aforementioned acts constitute Cybersquatting (Cyberpiracy) in violation of 15 U.S.C. § 1125(d)(1)(A).

62. By reason of the foregoing, Defendants are liable to Rolex for (a) Rolex's actual damages and Defendants' profits; or (b) statutory damages in an amount up to \$100,000 as provided by 17 U.S.C. § 1117(d).

2. Trademark Infringement (15 U.S.C. § 1114)

63. Rolex hereby incorporates by reference all prior allegations as though fully set forth herein.

64. Based on Rolex's extensive advertising under the Rolex Registered Trademarks, its extensive sales, and the wide popularity of Rolex watches, the Rolex Registered Trademarks have acquired a secondary meaning so that any product, advertisement or domain bearing such trademarks is immediately associated by purchasers and the public as being an affiliate of Rolex.

65. Defendants' activities constitute Defendants' use in commerce of the Rolex Registered Trademarks. Defendants use the Rolex Registered Trademarks in connection with the Infringing Domain and corresponding website.

66. Defendants have used the Rolex Registered Trademark in the Infringing Domain, knowing it's the exclusive property of Rolex, in connection with the Infringing Domain.

67. Defendants' activities create the false and misleading impression that Defendants are sanctioned, assigned or authorized by Rolex to use the Rolex Registered Trademarks in the Infringing Domain when, in fact, Defendants are not so authorized.

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

69. Defendants' use of the Rolex Registered Trademarks in the Infringing Domain has been without the consent of Rolex, is likely to cause confusion and mistake in the minds of the public and, in particular, tends to and does falsely create the impression that they are warranted, authorized, sponsored or approved by Rolex when, in fact, they are not.

70. Defendants' unauthorized use of the Rolex Registered Trademarks in the Infringing Domain has resulted in Defendants unfairly benefiting from Rolex's advertising and promotion, and unfairly profiting from the reputation of Rolex and the Rolex Registered Trademarks. Moreover, such misconduct by Defendants has caused and continues to cause substantial and irreparable injury to the public, Rolex, the Rolex Registered Trademarks, and the substantial goodwill represented thereby.

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

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

VI. PRAYER FOR RELIEF

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

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

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

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

(c) using a false description or representation including words or other symbols tending to falsely describe or represent themselves or their goods or services as being sponsored by or associated with Rolex, and from offering any such goods or services in commerce;

(d) making any statement or representation whatsoever, or using any false designation of origin or false description, or performing any act, which can or is likely to lead the trade or public, or individual members thereof, to believe that Defendants are in any way associated or connected with Rolex, or that Defendants' goods or services are provided, sold, manufactured, licensed, sponsored, approved or authorized by Rolex;

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

(f) using or continuing to use the Rolex Registered Trademarks or trade names, or any variations thereof, on the Internet (either in the text of a website, as a domain name, or as a keyword, search word, metatag, or any

part of the description of the site in any submission for registration of any Internet site with a search engine or index) in connection with any goods or services not directly authorized by Rolex;

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

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

(i) secreting, destroying, altering, removing, or otherwise dealing with any unauthorized products, or any books or records containing any information relating to the importation, manufacture, production, distribution, circulation, sale, marketing, offering for sale, advertisement, promotion, or display of any unauthorized products, which infringe the Rolex Registered Trademarks; and

(j) effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (a) through (i).

II. That Defendants, within ten (10) days of judgment, take all steps necessary to remove from all domains and/or websites owned, operated or controlled by Defendants, all impermissible uses of the Rolex Registered Trademarks.

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

IV. That Defendants and/or their Internet Service Provider and/or Registrar be ordered to cancel or transfer to Rolex, or to place on Registry Hold Status, the Infringing Domain and any domain names and websites used by Defendants to engage in their unauthorized activities concerning the Rolex Registered Trademarks.

V. Requiring Defendants to pay to Rolex such damages that Rolex has sustained as a consequence of their cybersquatting of the ROLEX trademark, and to account for all gains, profits and advantages therefrom derived; or alternatively, that Rolex be awarded statutory damages pursuant to 15 U.S.C. § 1117(d) of up to \$100,000.

VI. Requiring Defendants to pay to Rolex such damages Rolex has sustained as a consequence of their infringement of the Rolex Registered Trademarks and to account for all gains, profits and advantages derived by Defendants' unauthorized activities, and that the award to Rolex be trebled as provided for under 15 U.S.C. § 1117.

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

VIII. Directing that this Court retain jurisdiction of this action for the purpose of enabling Rolex to apply to the Court at any time for such further orders that may be necessary to enforce the judgment, for the interpretation or execution of any Order entered in this action, for the modification of any such Order, for the enforcement or compliance therewith, and for the punishment of any violations thereof.

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

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

Dated: January 6, 2012.

Respectfully submitted,

BY: s/Steven M. Abbott
Steven M. Abbott
State Bar No. 00797825
Attorney-in-charge for Plaintiff
Rolex Watch U.S.A., Inc.
2727 Allen Parkway, Suite 1675
Houston, Texas 77019
Telephone: (713) 467-1669
Facsimile: (713) 467-4936
E-mail: abbottsteven@hotmail.com

OF COUNSEL:

GIBNEY, ANTHONY & FLAHERTY, LLP

Brian W. Brokate (BB 5830)

John Macaluso (JM 2058)

Walter-Michael Lee (WL 6353)

665 Fifth Avenue

New York, NY 10022

Telephone: (212) 688-5151

Facsimile: (212) 688-8315

Dean M. Fuller

State Bar No. 07516550

Local counsel for Plaintiff

Rolex Watch U.S.A., Inc.

Law Offices of Dean M. Fuller

5001 Spring Valley Road

1000 Providence Towers East

Dallas, Texas 75244

Telephone: (972)934-4138

Facsimile: (972)934-4140

E-mail: deanfuller@fullerlaw.net

Attorneys for the Plaintiff

Rolex Watch U.S.A., Inc.