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Rolex Watch U.S.A., Inc.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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

Plaintiff,

v.

ALEXANDER ROZENFELD a/k/a
ALEXANDRE ROZENFELD, VICTORIA
ROZENFELD A/K/A VIKTORIYA
ROZENFELD, INDIVIDUALLY AND d/b/a
WWW.REPLICAMAHER.COM,
WWW.REPLICAEXPERT.US AND RV
VENTURE CAPITAL, INC.; UNKNOWN
WEBSITES 1-10; VARIOUS JOHN DOES
1-10, AND UNKNOWN ENTITIES 1-10,

Defendants.

CIVIL ACTION NO. 06-0799

**AMENDED COMPLAINT FOR TRADEMARK
COUNTERFEITING, TRADEMARK
INFRINGEMENT, FALSE
DESIGNATIONS OF ORIGIN AND
FALSE DESCRIPTION, DILUTION AND
UNFAIR COMPETITION**

Plaintiff Rolex Watch U.S.A., Inc. ("Rolex"), through its
attorneys, sues defendants named above, and says:

STATEMENT OF THE CASE

This is a suit by Rolex against Defendants Alexander Rozenfeld a/k/a Alexandre Rozenfeld, Victoria Rozenfeld, a/k/a Viktoriya Rozenfeld (collectively referred to as the "Rozenfelds"), individually and doing business as www.replicamaker.com and www.replicaexpert.us, RV Venture Capital, Inc., Unknown Websites 1-10, and against John Does 1-10, and Unknown Entities 1-10 (together with the Rozenfelds collectively referred to as "Defendants") for preliminary and permanent injunctions, statutory damages, treble damages or profits, compensatory damages, punitive damages, pre-judgment interest, attorneys' fees, investigators' fees and costs from defendants for each of Plaintiff's marks that Defendants have willfully and maliciously counterfeited. Defendants are being sued by Rolex as a result of Defendants' sale, offers for sale, distribution, promotion and advertisement of watches bearing counterfeits and infringements of Rolex's federally registered Rolex trademarks. As set forth below, the unlawful acts of Defendants constitute federal trademark infringement and counterfeiting, false designation of origin and false description and unfair competition under New Jersey common law.

SUBJECT MATTER JURISDICTION AND VENUE**Subject Matter Jurisdiction**

1. This Court has subject matter jurisdiction over the claims in this action that relate to trademark counterfeiting and infringement and false designations of origin and false

descriptions pursuant to the provisions of 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). This Court has subject matter jurisdiction over the claims for unfair competition asserted in this action pursuant to 28 U.S.C. § 1338(b).

2. This Court has supplemental jurisdiction over the claims in this Complaint that arise under the statutory and the common law of the State of New Jersey pursuant to 28 U.S.C. § 1367(a) because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative fact.

Venue

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims asserted herein occurred within this District.

PARTIES AND PERSONAL JURISDICTION

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

5. Upon information and belief, during all or part of 2005 the Rozenfelds were New Jersey residents, residing and doing business at 56 Westbury Drive, Sparta, New Jersey. Upon information and belief, pursuant to a Deed dated as of August 9, 2000, recorded with the Sussex County Clerk, the Rozenfelds became and presently continue to be joint owners of certain real property

with a street address of 56 Westbury Drive, Sparta, New Jersey 07871.

6. Upon information and belief, at some point in 2005 or 2006, the Rozenfelds fled to Russia.

7. Defendants have committed the acts complained of herein in this District.

8. Upon information and belief, the Rozenfelds operated and/or controlled the website www.replicamaker.com (hereinafter referred to as the "Maker Website"). A true and correct copy of the website contact information available from standard Internet WHOIS data is attached as Exhibit 1.

9. Upon information and belief, the Maker Website has been used to advertise, distribute, promote, offer for sale, and sell watches bearing counterfeits of one or more of the Rolex Trademarks defined below.

10. In or around March 2006, the Maker Website was disabled and directed users to www.replicaexpert.us (the "Expert Website"). Upon information and belief, the Rozenfelds own, operate and/or control the Expert Website. A true and correct copy of the website contact information available from standard WHOIS data is attached as Exhibit 2.

11. Upon information and belief, the Expert Website is being used to advertise, distribute, promote, offer for sale, and sell watches bearing counterfeits of one or more of the Rolex Trademarks defined below.

12. Upon information and belief, the Rozenfelds own, operate and/or control RV Venture Capital, Inc. which entity has been used to further the unlawful activities of Defendants and to commit the acts complained of herein in this District.

13. Upon information and belief, defendants have established electronic mail addresses at support@replicamaker.com, orders@replicamaker.com, rvcapital@yahoo.com, orders@replicaexpert.us, and ruclub@yahoo.com.

14. Based on the foregoing, the Rozenfelds and RV Venture Capital, Inc. are subject to the jurisdiction of this Court pursuant to and in accordance with Rule 4 of the Federal Rules of Civil Procedure.

15. The identities of John Does 1-10, Unknown Websites 1-10 and Unknown Entities 1-10 are not known, but upon information and belief are associated with the Rozenfelds identified above. Plaintiffs will identify these Doe, Website and Unknown Entity Defendants upon further knowledge and investigation.

FACTUAL ALLEGATIONS

Rolex's Famous Products and Marks

16. Rolex is the exclusive distributor and warrantor in the United States of Rolex watches, all of which bear one or more of Rolex's Trademarks described below. Rolex watches are identified by the trade name and trademark ROLEX and one or more of Rolex's trademarks.

17. 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.

18. Rolex owns numerous trademarks, including, but not limited to, the trademarks and trade names ROLEX, PRESIDENT,



CROWN DEVICE (design), DATEJUST, DAY-DATE, GMT-MASTER, YACHT-MASTER, SUBMARINER and DAYTONA (hereinafter collectively referred to as the "Rolex Trademarks") on and in connection with watches, watch bracelets and related products.

19. Rolex is the owner of the following federal trademark registrations in the U.S. Patent and Trademark Office:

Trademark	Registration No.	Registration Date	Goods
ROLEX	101,819	1/12/15	Watches, clocks, parts of watches and clocks, and their cases.
PRESIDENT	520,309	1/24/50	Wristbands and bracelets for watches made wholly or in part or plated with precious metals, sold separately from watches.
 CROWN DEVICE	657,756	1/28/58	Timepieces of all kinds and parts thereof.
DATEJUST	674,177	2/17/59	Timepieces and parts thereof.
GMT-MASTER	683,249	8/11/59	Watches.
DAY-DATE	831,652	7/4/67	Wristwatches.
OYSTER	239,383	3/6/28	Watches, movements, cases, dials, and other parts of watches.
OYSTER PERPETUAL	1,105,602	11/7/78	Watches and parts thereof.
YACHT-MASTER	1,749,374	1/26/93	Watches.
SUBMARINER	1,782,604	7/20/93	Watches.
ROLEX	1,960,768	3/5/96	Watches.

DAYTONA			
DAYTONA	2,331,145	3/21/00	Watches.

True and correct copies of these federal trademark registrations are attached hereto as Exhibit 3.

20. The Rolex Trademarks are arbitrary and fanciful marks that are entitled to the highest level of protection afforded by law.

21. The Rolex Trademarks are associated with Rolex in the minds of consumers, the public and the trade.

22. Rolex and its predecessors have used the Rolex Trademarks for many years on and in connection with Rolex watches and related products.

23. The Rolex Trademarks identify high quality products originating with Rolex.

24. Based upon Rolex's extensive advertising, sales and the wide popularity of Rolex's products, the Rolex Trademarks have acquired secondary meaning so that any product and advertisement bearing such marks is immediately associated by consumers, the public and the trade as being a product and affiliate of Rolex.

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

26. The Rolex Trademarks are in full force and effect and, with the exception of DAY-DATE, have become incontestable pursuant to 15 U.S.C. § 1065.

Defendants' Counterfeiting And Infringing Activities

27. Rolex hereby incorporates all prior allegations by reference.

28. Upon information and belief, long after Rolex's adoption and use of the Rolex Trademarks on its products and after Rolex's federal registration of the Rolex Trademarks, defendants began selling, offering for sale, distributing, promoting and advertising watches in interstate commerce bearing counterfeits and infringements of the Rolex Trademarks as those marks appear on Rolex's products and as shown in the Rolex Trademarks attached hereto as Exhibit 3.

29. The spurious marks or designations used by defendants in interstate commerce are identical with, or substantially indistinguishable from, the Rolex Trademarks on goods covered by the Rolex Trademarks.

30. Upon information and belief, the Maker Website and the Expert Website have been used to advertise, distribute, promote, offer for sale, and sell watches bearing counterfeits of one or more of the Rolex Trademarks. Representative samples of printouts from the Maker Website are attached as Exhibit 4. Representative samples of printouts from the Expert Website are attached as Exhibit 5.

31. On or about July 25, 2005, Rolex's counsel discovered that the Registrant information for the Maker Website listed

Michael Kavtaskin in Russia and the e-mail address kavtaskin@mail.ru.

32. On August 2, 2005, Rolex's counsel wrote to the Web hosting service for www.replicamaker.com, Add2Net, Inc. - Lunarpages Division, 100 East La Habra Blvd., La Habra, California 90361, concerning the Maker Website, which was offering for sale counterfeit Rolex watches. A true and correct copy of that letter is attached as Exhibit 6.

33. Rolex's counsel did not receive a response to its August 2, 2005 letter.

34. On August 3, 2005, Rolex's counsel wrote Kavtaskin via e-mail to kavtaskin@mail.ru, informing him of the illegality and potential penalties for the sale of counterfeit Rolex merchandise from the Maker Website. A true and correct copy of this correspondence is attached as Exhibit 7.

35. Rolex's counsel did not receive a response to its August 3, 2005 e-mail.

36. On November 7, 2005, Rolex's investigator placed an order for a Rolex Daytona watch on the Maker Website. He received a confirmation email from orders@replicamaker.com indicating that his MasterCard would be charged \$195.00. The confirmation email included the address: RV Venture Capital, Inc. 56 Westbury Drive, Sparta, Sussex, New Jersey, United States, 07871-2500, Phone: 530-690-8301, Fax: 530-869-7983, Email: support@replicamaker.com.

37. The Maker Website also displayed as a point of contact the address RV Venture Capital, Inc. 56 Westbury Drive, Sparta, New Jersey, Phone: 530-690-8301, Fax: 530-869-7983, Email: support@replicamaker.com.

38. On November 8, 2005, Rolex's investigator received a PayPal confirmation that his \$195.00 had been received by RV Venture Capital, Inc. at email address rvcapital@yahoo.com, with a contact email of ruclub@yahoo.com.

39. On November 15, 2005, Rolex's investigator received an email from orders@replicamaker.com confirming his order and payment. The email was signed Victoria Rozenfeld and included the Sparta, New Jersey address, which public records indicate is registered to Alexander and Victoria Rozenfeld.

40. On November 27, 2005, Rolex's investigator received a package from Russia. The return address on this package was Prok Alexander, St. Acad. Anohina, 38-1-64, Moscow, 119602, Russia, the same address listed under the name Michael Kavtaskin in the Whois information for www.replicamaker.com.

41. Inside the package received on November 27, 2005 was a counterfeit Rolex Daytona Cosmograph ("Counterfeit Watch 1"). A digital image of Counterfeit Watch 1 is attached as Exhibit 8.

42. Counterfeit Watch 1 contains marks, dials, bracelet links, bezels, cases and movements that are not of Rolex origin.

43. On or about November 30, 2005, Rolex's counsel followed an email string on an Internet message board and determined that an

individual posted a message indicating that he or she was operating a website called www.wisecampaign.com in connection with another website, www.replicamaker.com.

44. Rolex's counsel further discovered that the WHOIS information for the website www.wisecampaign.com listed Viktoriya Rozenfeld as the administrative contact and a location of Sparta, New Jersey along with the telephone number 973-726-3535. Public records link this telephone number to the address "56 Westbury Drive, Sparta, New Jersey 07871-2500, Alexandre Rozenfeld," the same address listed on the Website.

45. Additionally, Rolex's counsel also discovered that the whois information for the website www.wisecampaign.com listed the email address rvcapital@yahoo.com under the name Viktoriya Rozenfeld.

46. On December 7, 2005, eBay.com seller "rvcapital" posted an auction for a counterfeit Rolex Cosmograph Daytona under the title "Roleks Daytona".

47. eBay.com responded to a Personal Information Request for the seller "rvcapital" with the following account information: Viktoriya Rozenfeld, 56 Westbury Drive, Sparta, New Jersey 07871, Telephone: 973-726-3535, Email: rvcapital@yahoo.com.

48. On December 19, 2005, Rolex's counsel wrote to Defendants via e-mail and first class mail to rvcapital@yahoo.com and RV Venture Capital, Inc., 56 Westbury Drive, Sparta, New Jersey 07871, informing them of the illegality and potential penalties for the

sale of counterfeit Rolex merchandise from the Website. A true and correct copy of this correspondence is attached as Exhibit 9.

49. Plaintiff's counsel did not receive a response to its December 19, 2005 letter.

50. On March 21, 2006, after the initial Complaint in this matter was filed, Rolex's investigator discovered that the Maker website was directing consumers to www.replicaexpert.us.

51. The Expert Website is being used to advertise, distribute, promote, offer for sale, and sell watches bearing counterfeits of one or more of the Rolex Trademarks.

52. On March 21, 2006, Rolex's investigator contacted Add2Net, Inc. - Lunarpages Division, 100 East La Habra Blvd., La Habra, CA 90361, the web host for the Expert Website. The web host provided the following contact information: Victoria Rozenfeld, 56 Westbury Drive, Sparta, New Jersey. The representative for the web host would not provide a telephone number for the account, but did provide rvcapital@yahoo.com as the e-mail address.

53. On April 9, 2006, Rolex's investigator placed an order for a Rolex GMT Master II watch ("Counterfeit Watch 2") from the Expert Website.

54. After placing his order, a confirmation e-mail was sent from orders@replicaexpert.us. The e-mail included the telephone number 530-690-8301 and fax number 530-869-7983, the same contact numbers listed on the Maker Website.

55. Counterfeit Watch 2 was received on April 24, 2006, with the return address listed as Arutjan, 87 Phadeera, 4-14, Moscow, Russia 125047.

56. Counterfeit Watch 2 bears various counterfeit Rolex Trademarks. A digital image of Counterfeit Watch 2 is attached hereto as Exhibit 10.

57. Counterfeit Watch 2 contains marks, dials, bracelet links, bezels, cases and movements that are not of Rolex origin.

58. Rolex's investigator confirmed that RV Venture Capital, Inc. charged \$429.00 to his PayPal account as payment for Counterfeit Watch 2.

59. The acts of defendants are calculated to confuse and to deceive the public and are performed with full knowledge of Rolex's rights.

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

61. Rolex has never authorized or consented in any way to the use by defendants of the Rolex Registered Trademarks or copies thereof.

62. The use by defendants of the Rolex Trademarks or copies thereof on defendants' products is likely to cause consumers, the public and the trade to believe erroneously that the goods sold by defendants emanate or originate from Rolex, or that said items are

authorized, sponsored, or approved by Rolex, even though they are not.

63. This confusion causes irreparable harm to Rolex and weakens the distinctive quality of the Rolex Trademarks.

64. By using counterfeits and infringements of the Rolex Trademarks on defendants' goods, defendants are trading on the goodwill and reputation of Rolex and creating the false impression that defendants' goods are Rolex's legitimate products.

65. Defendants have been unjustly enriched by illegally using and misappropriating Rolex's intellectual property for defendants' own financial gain.

66. 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 Trademarks.

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

68. Defendants have misappropriated Rolex's advertising ideas and style of doing business with regard to the advertisement, promotion, distribution and sale of Rolex's genuine products.

69. Rolex has had no control over the nature and quality of the products sold by defendants bearing counterfeits and infringements of the Rolex Trademarks.

70. Among other things, defendants' distribution, sale, offers of sale, promotion and advertisement of its products has reflected adversely on Rolex as the believed source of origin thereof, hampered continuing efforts by Rolex to protect its outstanding reputation for high quality, originality and distinctive goods, and tarnished the goodwill and demand for genuine Rolex watches and products and, upon information and belief, will continue to do so.

71. Upon information and belief, defendants have acted with reckless disregard for Rolex's rights or were willfully blind in connection with their unlawful activities.

72. Upon information and belief, defendants have willfully and maliciously engaged in their counterfeiting and infringing activities.

73. As a result of the foregoing, this case constitutes an exceptional case under 15 U.S.C. § 1117(a) or a case of intentional counterfeiting under 15 U.S.C. § 1117(b).

74. Rolex has suffered irreparable harm and damages as a result of the acts of defendants in an amount thus far not determined.

75. The injuries and damages sustained by Rolex have been directly and proximately caused by defendants' wrongful advertisement, promotion, distribution, sale and offers of sale of their goods bearing infringements or counterfeits of the Rolex Trademarks.

76. Rolex has no adequate remedy at law.

77. Defendants' wrongful acts will continue unless enjoined by the Court. Accordingly, defendants must be restrained and enjoined from any further counterfeiting or infringement the Rolex Trademarks.

FIRST CLAIM FOR RELIEF

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

78. Rolex hereby incorporates by reference the allegations set forth above.

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

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

81. Defendants' use of the Rolex Trademarks to advertise, promote, offer for sale, distribute and sell defendants' watches was and is without the consent of Rolex.

82. Defendants' unauthorized use of the Rolex Trademarks on and in connection with defendants' advertisement, promotion, sale, offering for sale and distribution of watches through the World Wide Web constitute defendants' use of the Rolex Trademarks in commerce.

83. Defendants' unauthorized use of the Rolex Trademarks as set forth above is likely to: (a) cause confusion, mistake and

deception; (b) cause the public to believe that defendants' watches are the same as Rolex's watches or that defendants are authorized, sponsored or approved by Rolex or that defendants are affiliated, connected or associated with or in some way related to Rolex; and (c) result in defendants unfairly benefiting from Rolex's advertising and promotion and profiting from the reputation of Rolex and its Rolex Trademarks all to the substantial and irreparable injury of the public, Rolex and Plaintiff's Rolex Trademarks and the substantial goodwill represented thereby.

84. Defendants' acts as aforesaid constitute trademark counterfeiting in violation of Section 32 of the Lanham Act, 15 U.S.C. §1114.

85. Defendants' acts are both willful and malicious.

86. By reason of the foregoing, defendants are liable to Rolex for: (a) statutory damages in the amount of up to \$1,000,000 for each mark counterfeited as provided by 15 U.S.C. § 1117(c) of the Lanham Act, or, at Rolex's election, an amount representing three (3) times Rolex's damage or Defendants' illicit profits; and (b) reasonable attorney's fees, investigative fees and pre-judgment interest pursuant to 15 U.S.C. § 1117(b).

SECOND CLAIM FOR RELIEF

(Federal Trademark Infringement, 15 U.S.C. § 1114)

87. Rolex hereby incorporates by reference the allegations set forth.

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

89. Defendants' activities constitute defendants' use in commerce of the Rolex Trademarks. Defendants use of the Rolex Trademarks in connection with defendants' sale, offers of sale, distribution, promotion and advertisement of their goods bearing infringements or counterfeits of the Rolex Trademarks.

90. Defendants have used the Rolex Trademarks, knowing they are the exclusive property of Rolex, in connection with defendants' sale, offers for sale, distribution, promotion and advertisement of their goods.

91. Defendants' activities create the false and misleading impression that defendants are sanctioned, assigned or authorized by Rolex to use the Rolex Trademarks to advertise, manufacture, distribute, appraise, offer for sale or sell watches bearing the Rolex Trademarks when defendants are not so authorized.

92. Defendants engage in the aforementioned activity with the intent to confuse and deceive the public into believing that

defendants and the watches they sell are in some way sponsored, affiliated or associated with Rolex, when in fact they are not.

93. Defendants' use of one or more of the Rolex Trademarks 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 the goods advertised, promoted, distributed and sold by defendants are warranted, authorized, sponsored or approved by Rolex when, in fact, it is not.

94. Defendants' unauthorized use of the Rolex Trademarks has resulted in defendants unfairly benefiting from Rolex's advertising and promotion, and profiting from the reputation of Rolex and the Rolex Trademarks, to the substantial and irreparable injury of the public, Rolex and the Rolex Trademarks and the substantial goodwill represented thereby.

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

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

THIRD CLAIM FOR RELIEF

**(Federal False Designation of Origin and Unfair Competition, 15
U.S.C. § 1125(a))**

97. Rolex hereby incorporates by reference the allegations set forth above.

98. In connection with defendants' advertisement, promotion, distribution, sales and offers of sales of their goods, defendants have used in commerce, and continues to use in commerce, the Rolex Trademarks.

99. In connection with defendants' advertisement, promotion, distribution, sales and offers of sales of their goods, defendants have affixed, applied and used false designations of origin and false and misleading descriptions and representations, including the Rolex Trademarks, which tend falsely to describe the origin, sponsorship, association or approval by Rolex of the goods defendants sell.

100. Defendants have used one or more of the Rolex Trademarks with full knowledge of the falsity of such designations of origin, descriptions and representations, all to the detriment of Rolex.

101. Defendants' use of the Rolex Trademarks on the Maker and Expert Websites and on defendants' goods constitutes false descriptions and representations tending falsely to describe or represent defendants and defendants' products as being authorized, sponsored, affiliated or associated with Rolex.

102. Defendants have used one or more of the Rolex Trademarks on the Maker and Expert Websites and goods with the express intent

to cause confusion and mistake, to deceive and mislead the public, to trade upon the reputation of Rolex and to improperly appropriate to themselves the valuable trademark rights of Rolex.

103. Defendants' acts constitute the use in commerce of false designations of origin and false or misleading descriptions or representations, tending to falsely or misleadingly describe or represent defendants' products as those of Rolex in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

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

FOURTH CLAIM FOR RELIEF

(Trafficking in Counterfeit Marks, N.J.S.A. § 56:3-13.16)

105. Rolex hereby incorporates by reference the allegations set forth above.

106. Defendants deliberately and intentionally used without Rolex's consent copies and colorable imitations of the Rolex Trademarks in connection with the sale and advertisement of watches within the State of New Jersey, with the intention to deceive, or to assist in deceiving the public as to the source, sponsorship and origin of the watches or with the intention to defraud, or to assist defrauding Rolex, constituting trafficking or attempting to traffic in counterfeit marks in violation of N.J.S.A. 56:3-13.16.

107. Defendants' actions as alleged herein have caused and will continue to cause irreparable damage and injury to Rolex if not enjoined by this Court.

108. Rolex has no adequate remedy at law.

FIFTH CLAIM FOR RELIEF

(Unfair Competition, N.J.S.A. § 56:4-1)

109. Rolex hereby incorporates by reference the allegations set forth above.

110. Defendants' appropriation and actual use in connection with counterfeit goods of the Rolex Trademarks and the goodwill and reputation associated therewith and attached thereto constitute unfair competition in violation of N.J.S.A. 56:4-1, *et seq.*

111. Defendants' actions as alleged herein have caused and will continue to cause irreparable damage and injury to Rolex if not enjoined by this Court.

112. Rolex has no adequate remedy at law.

SIXTH CLAIM FOR RELIEF

(Unfair Competition Under the Common Law)

113. Rolex hereby incorporates by reference the allegations set forth above.

114. The actions of defendants as alleged above were done deliberately and intentionally.

115. The actions of defendants as alleged above created the likelihood of confusion and actual confusion by misleading the

public as to the source, sponsorship, association or affiliation of the watches they sold, in violation of the common law of unfair competition of the State of New Jersey.

116. The actions of defendants as alleged above constitute misappropriation of the goodwill of Rolex and unfair competition, in violation of the common law of unfair competition of the State of New Jersey.

117. The actions of defendants as alleged above were committed with the intention of passing off or palming off their products as if such products were those of Rolex, with the intent to deceive and defraud the public, in violation of the common law of unfair competition of the State of New Jersey.

118. Defendants' actions as alleged herein have caused and will continue to cause irreparable damage and injury to Rolex if not enjoined by this Court.

119. Rolex has no adequate remedy at law.

SEVENTH CLAIM FOR RELIEF

(Tortious Conspiracy)

120. Rolex hereby incorporates by reference the allegations set forth above.

121. The actions of defendants as alleged above were done deliberately and intentionally.

122. The actions of defendants as alleged above were a real agreement or confederation with a common design to perpetrate one or more torts for an unlawful purpose or by an unlawful means.

123. Each and every defendant is equally and vicariously liable to Rolex for its damages proximately caused thereby.

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, counterfeit, copy, or colorable imitation of the Rolex Trademarks to identify any goods or the rendering of any 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 Trademarks;

(c) using a false description or representation including words or other symbols tending to falsely describe or represent Defendants' unauthorized goods as being those of Rolex or sponsored by or

associated with Rolex and from offering such goods in commerce;

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

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

(f) 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 any products manufactured, distributed, sold or offered for sale, or rented by Defendants are in any way associated or connected with Rolex, or is sold, manufactured, licensed, sponsored, approved or authorized by Rolex;

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

(h) using or continuing to use the Rolex Trademarks or trade names or any variation thereof on the Internet (either in the text of a websites, as a domain name, or as a key word, 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;

(i) hosting or acting as Internet Service Provider for, or operating any websites, that

offer for sale any products bearing counterfeits of the Rolex Trademarks;

(j) using any email addresses to offer for sale any nongenuine products bearing counterfeits of the Rolex Trademarks;

(k) having any connection whatsoever with any websites that offer for sale any merchandise bearing counterfeits of the Rolex Trademarks;

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

(m) 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 (l).

II. Issuing a writ of attachment on defendant Alexander Rozenfeld's residence located at 56 Westbury Drive, Sparta, New Jersey, pursuant to N.J.S.A. 2A:26-2(b).

III. Directing that defendants, within ten (10) days of Judgment, take all steps necessary to remove from all websites they own or control, including, but not limited to www.replicamaker.com and www.replicaexpert.us, and all text or other media offering for sale any merchandise bearing counterfeits of the Rolex Trademarks.

IV. Directing that defendants, within thirty (30) days of Judgment, file and serve Rolex with a sworn statement setting forth in detail the manner in which Defendants have complied with this injunction pursuant to 15 U.S.C. § 1116(a) and N.J.S.A. 56:3-13.16(f) and (h) and N.J.S.A. 56:4-2.

V. Directing that defendants deliver up for destruction to Rolex all unauthorized products and advertisements in their possession or under their control bearing any of the Rolex Trademarks or any simulation, reproduction, counterfeit, copy or colorable imitation thereof, and all plates, molds, matrices and other means of production of same pursuant to 15 U.S.C. §1118 and N.J.S.A. 56:3-13.16(f) and (h) and N.J.S.A. 56:4-2.

VI. Directing such other relief as the Court may deem appropriate to prevent the trade and public from deriving any erroneous impression that any products manufactured, sold or otherwise circulated or promoted by Defendants are authorized by Rolex or related in any way to Rolex's products.

VII. Requiring defendants pay to Rolex such damages as Rolex has sustained as a consequence of defendants' willful infringement of the Rolex Trademarks and unfair competition and to account for

all gains, profits and advantages derived by defendants from the sale of his infringing merchandise bearing the Rolex Trademarks and that the award to Rolex be trebled as provided under 15 U.S.C. §1117 and N.J.S.A. 56:3-13.16(a) and (d) and N.J.S.A. 56:4-2; alternatively, that Rolex be awarded statutory damages pursuant to 15 U.S.C. §1117(c) of up to \$1,000,000 for each and every trademark that defendants have willfully counterfeited and infringed.

VIII. Ordering that Rolex recover the costs of this action, together with reasonable attorneys' and investigators' fees and prejudgment interest in accordance with 15 U.S.C. §1117 and N.J.S.A. 56:3-13.16(e).

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

IX. 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 and 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.

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

Respectfully submitted,

BRAGAR, WEXLER & EAGEL, P.C.

/s _____
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Dated: July 26, 2006