

Federal Court



Cour fédérale

Date: 20230919

Docket: T-1553-22

Citation: 2023 FC 1257

Ottawa, Ontario, September 19, 2023

PRESENT: Madam Justice Walker

BETWEEN:

**BURBERRY LIMITED; BURBERRY
CANADA INC.; CHANEL LIMITED; AND
CHANEL ULC**

Plaintiffs

and

**JUVILYN BILLONES WARD, AKA
JUVILYN WARD, AKA LYN WARD, AKA
LHYN GUZMAN, AND ALSO HAVING
USED THE NAMES RENIELEE CRUZ,
JOSEPHINE HIPOLITO, TERESITA
BADUA, RACHEL APOLINARIO,
JENNIFER VALASACO, RACHEL CRUZ,
ROWENA VILLOGA, JENNY ARPE,
MARICEL CRUZ, KELLY SANTOS AND
REMY CALUBAN; KEVIN WARD;
EMELITA FRANCO, AKA EMELY
FRANCO; SHEENA GALLARDO;
SOMETIME DOING BUSINESS AS JK & B
COLLECTIONS, JKB COLLECTIONS, JKB
BOTIQUE AKA POCLETTE FAME, JKB
LA APPAREL, VICTORIA ST. MATTHEW,
VIKTORIA SAN MATTHEW,
AND VICKY VICTORIA**

Defendants

JUDGMENT AND REASONS

I. Overview

[1] The Plaintiffs are very well-known manufacturers, distributors and sellers of luxury fashion goods in Canada and around the world. In April 2021, they became aware that an individual in Canada known as Juvilyn Billones Ward (J. Ward) was importing, offering for sale and selling counterfeit Burberry and Chanel clothing and fashion accessories. Despite J. Ward's initial agreement to cease her activities and to relinquish the counterfeit goods then in her possession, she has continued to import and sell counterfeit Burberry and Chanel products through a changing and expanding online presence using multiple names, aliases and Facebook pages.

[2] The Plaintiffs filed a Statement of Claim against the Defendants on July 25, 2022 and an Amended Statement of Claim on February 9, 2023. They seek to enforce in this action their respective exclusive rights in and to the trademarks and copyrighted works listed in Schedules A, B and C to this judgment in reliance on the *Trademarks Act*, RSC 1985, c T-13, and the *Copyright Act*, RSC 1985, c C-42.

[3] The Defendants, J. Ward and Kevin Ward (K. Ward), were personally served with the Statement of Claim on July 28, 2022 and August 12, 2022 respectively but failed to file a Statement of Defence or seek an extension of time to do so. The Amended Statement of Claim was delivered to the residential address of the same Defendants. Again, they failed to respond.

[4] The Plaintiffs now bring an *ex parte* motion for default judgment against the Defendants J. Ward (also known as Juvilyn Ward, Lyn Ward, Lhyn Guzman, and also having used the names Renielee Cruz, Josephine Hipolito, Teresita Badua, Rachel Apolinario, Jennifer Valasaco, Rachel Cruz, Rowena Villoga, Jenny Arpe, Maricel Cruz, Kelly Santos, Remy Caluban, Bennyrose Pua, Liezl Soliven, Rosalia Ventura and Rhianne Vasquez) and K. Ward (K. Ward and J. Ward collectively, the Ward Defendants) pursuant to Rule 210(1) of the *Federal Courts Rules*, SOR/98-106 (the Rules).

[5] I am satisfied that the Ward Defendants are in default of their obligation to file a Statement of Defence under the Rules. I am also satisfied that the Plaintiffs have established trademark infringement, passing off and, in the case of the Burberry Plaintiffs, copyright infringement. Accordingly, I will grant the motion for default judgment and the relief substantially as requested by the Plaintiffs, subject to the specific terms of this judgment.

II. The Plaintiffs and their businesses

[6] Burberry Limited (Burberry) is a United Kingdom corporation. Burberry Canada Inc. (Burberry Canada and, together with Burberry, the Burberry Plaintiffs) is a related Canadian corporation.

[7] Burberry is the owner of the trademarks listed in Schedule A to this judgment (the BURBERRY Trademarks) and has used the BURBERRY Trademarks to identify its products in Canada extensively and continuously since at least as early as the dates listed in Schedule A .

The BURBERRY Trademarks have been registered in Canada for use in association with the goods and services set out in Schedule A and such registrations are valid and subsisting.

[8] Burberry and its authorized licensees are the only authorized manufacturers and distributors of genuine products bearing the BURBERRY Trademarks. Burberry Canada is an authorized distributor of BURBERRY products in Canada and Burberry controls all use of the BURBERRY Trademarks by Burberry Canada.

[9] Chanel Limited (Chanel) is a United Kingdom limited liability company. Chanel Canada ULC (Chanel Canada and, together with Chanel, the Chanel Plaintiffs) is a related Canadian company.

[10] Chanel is the owner of the trademarks listed in Schedule B to this judgment (the CHANEL Trademarks) and has used the CHANEL Trademarks to identify its products in Canada extensively and continuously since at least as early as the dates listed in Schedule B. The CHANEL Trademarks have been registered in Canada for use in association with the goods and services set out in Schedule B and such registrations are valid and subsisting.

[11] Chanel and its authorized licensees are the only authorized manufacturers and distributors of genuine products bearing the CHANEL Trademarks. Chanel Canada is an authorized distributor of CHANEL products in Canada and Chanel controls all use of the CHANEL Trademarks by Chanel Canada.

[12] Burberry is also the owner of copyright in Canada in association with different versions of its TB monogram and, specifically, owns copyright in the copyrighted works listed and shown in Schedule C to this judgment (the BURBERRY Copyrighted Works). Burberry has the exclusive right to produce or reproduce those works or any substantial part thereof, in any material form, including the exclusive right to authorize such acts by others.

[13] The affiant for each of the Burberry Plaintiffs, Ms. Jennifer Halter (Managing Counsel, Brand Protection for Burberry), and Chanel Plaintiffs, Ms. Lora Moffatt (Head of US Intellectual Property for Chanel, Inc. US), confirms that none of the Ward Defendants, or any of the business names connected to them, are or have ever been authorized by the Burberry Plaintiffs or the Chanel Plaintiffs, as the case may be, to manufacture, import, distribute, offer for sale or sell, or otherwise deal in products bearing the BURBERRY Trademarks, BURBERRY Copyrighted Works or CHANEL Trademarks.

[14] Burberry and Chanel are among the best known global manufacturers of high-end luxury fashion products. Ms. Halter and Ms. Moffatt speak to the enforcement by the two companies of strict quality control standards for their products and the sale of those products only through high-end retailers.

[15] As a result of many years of global advertising and product sales, merchandise bearing the BURBERRY or CHANEL Trademarks enjoy widely recognized reputation and goodwill in Canada and world-wide. The BURBERRY and CHANEL Trademarks signify the highest

standards of luxury, design and workmanship and are of utmost value and importance to the Plaintiffs and their businesses.

III. The Ward Defendants and their business

[16] The Ward Defendants carry on their online business of selling counterfeit merchandise using the names described in paragraph 4 and an evolving set of business names, including Viktoria St. Matthew, Viktoria San Matthew, Vicky Victoria, Victoria Vicky, JK & B Collections, JKB Collections, Jkb Botique aka Pochette Fame, JKB LA Apparel and Viktoria Izabhella. The Ward Defendants offer for sale and sell the counterfeit merchandise in Canada using changing Facebook pages and livestream broadcasts which are often streamed simultaneously on other third-party Facebook pages.

[17] The Ward Defendants conduct business from a residential address at 3620 17 Ave NW, Edmonton, AB T6L 2N6. J. Ward holds a business licence for a sole proprietorship in Alberta, operating under the trade name JKB COLLECTIONS (JKB Collections) using the same address. The licence for JKB Collections was issued as early as June 21, 2021, initially under the name Kevin Ward.

[18] As described in the next sections of this judgment, the Ward Defendants, primarily through J. Ward, import, advertise, offer for sale and sell in Canada clothing and fashion accessories, including handbags/purses, wallets, hats, sunglasses and cell phone cases (a) bearing one or more of the BURBERRY Trademarks and/or BURBERRY Copyrighted Works (the Counterfeit BURBERRY Merchandise) and (b) bearing one or more of the CHANEL

Trademarks (the Counterfeit CHANEL Merchandise). I refer to the Counterfeit BURBERRY Merchandise and Counterfeit CHANEL Merchandise collectively in this judgment as the Counterfeit Merchandise.

IV. Issues

[19] The Plaintiffs' motion for default judgment raises the following issues:

- A. Are the Ward Defendants in default for failure to file a statement of defence?
- B. Have the Plaintiffs established that the Ward Defendants have engaged in trademark infringement contrary to sections 19, 20 and 22 and subsections 7(b), (c) and (d) of the *Trademarks Act* and/or copyright infringement contrary to sections 3 and 27 of the *Copyright Act*?
- C. If so, what remedies are appropriate?

V. The Ward Defendants are in default

[20] A plaintiff bringing a motion for default judgment under Rule 210(1) must first establish that the defendant was served with the statement of claim and has not filed a statement of defence within the deadline specified in Rule 204(a).

[21] The affidavits of service filed by the Plaintiffs establish that the Defendants J. Ward and K. Ward were personally served with the Statement of Claim on July 28, 2022 and August 12, 2022 respectively.

[22] No Statement of Defence or other response has been filed by the Defendants J. Ward and K. Ward and no other date or time for filing a Statement of Defence has been fixed by the Court.

[23] I am therefore satisfied that the Ward Defendants are in default and that the Plaintiffs are entitled to bring this motion for default judgment under Rule 210(1).

[24] Although this motion was brought *ex parte*, the Plaintiffs sent the original Notice of Motion dated March 22, 2023 to the Ward Defendants on July 7, 2023 to J. Ward's email addresses: juvilynward30@yahoo.com and jkbcollections10930@gmail.com. The Plaintiffs' Motion Record, including the Amended Notice of Motion, was delivered to the Ward Defendants by courier on July 17, 2023 to the known mailing address for the Defendants, 3620 17 Ave NW, Edmonton, AB T6L 2N6.

[25] The Ward Defendants did not respond to the Plaintiffs' Motion materials and took no part in the hearing.

VI. The Plaintiffs have established trademark and copyright infringement

[26] Having established default, I now turn to the question of whether the Plaintiffs have established their claims of trademark and copyright infringement.

[27] On a motion for default judgment, every allegation in the statement of claim is deemed to be denied (Rule 184(1)). A plaintiff must file evidence to satisfy the Court that, on a balance of probabilities, they have established their causes of action within the meaning of the relevant statute, in this case the *Trademarks Act* and *Copyright Act* (Rule 210(3); *Louis Vuitton Malletier SA v Yang*, 2007 FC 1179 at para 4 (*Yang*)).

A. *The Plaintiffs' evidence*

(1) Background

[28] The Plaintiffs were initially made aware of the Defendants' activities on or about April 20, 2021 by two notifications from Canada Border Services Agency (CBSA) regarding shipments of BURBERRY and CHANEL Counterfeit Merchandise detained at the Canadian border.

[29] Plaintiffs' counsel attempted unsuccessfully to contact J. Ward by phone on April 22 and 28, 2021 to discuss the goods imported. J. Ward did not answer the calls and counsel left a voicemail that was not returned. Plaintiffs' counsel also attempted to contact J. Ward via text message on April 28, 2021. The text message was delivered but counsel received no response.

[30] On August 3, 2021, the Plaintiffs delivered cease and desist letters and Relinquishments of Detained Items (Relinquishments) on behalf of Burberry and Chanel to J. Ward at 3620 17 Ave NW, Edmonton, AB T6L 2N6. J. Ward signed the cease and desist letters and Relinquishments the same day in the presence of Mr. Mark Addy, an independent private investigator retained by the Plaintiffs.

[31] In response to two subsequent letters from Plaintiffs' counsel, J. Ward contacted counsel by email on August 14, 2021. On August 16, 2021, she left a voicemail and sent a handwritten letter to counsel. J. Ward indicated she was aware of the Plaintiffs' investigation regarding Counterfeit Merchandise, confirmed her agreement to abandon the Counterfeit Merchandise in her possession and stated she had received the goods as gifts from her suppliers.

[32] The Plaintiffs continued to receive notifications from CBSA through the remainder of 2021 (and thereafter) regarding the importation of Counterfeit Merchandise by J. Ward using her own name and names linked to her.

[33] On January 14, 2022, the Plaintiffs were notified by CBSA of a shipment importing BURBERRY and CHANEL branded goods in K. Ward's name. On January 18 and 19, 2022, Plaintiff's counsel attempted unsuccessfully to contact K. Ward by phone to discuss the importation.

[34] Despite the Plaintiffs' clear notice to the Ward Defendants of their investigation, the Ward Defendants have continued to import, offer for sale and sell Counterfeit Merchandise in Canada. Attached to this judgment as Schedule D is a list by date of the known instances of importation, offer for sale and sale of Counterfeit Merchandise by the Ward Defendants.

[35] Each entry set out in Schedule D is supported with affidavit and documentary evidence filed by the Plaintiffs in their Motion record, including emails from CBSA notifying the Plaintiffs of the detention of Counterfeit Merchandise and providing photographs of the detained merchandise, together with the Plaintiffs' confirmation that the detained merchandise is not genuine. The Plaintiffs have established to my satisfaction the nexus between the Ward Defendants and each of the importer/consignee names appearing in Schedule D.

(2) Use of additional names and addresses

[36] The Ward Defendants pursue their importation and sale of Counterfeit Merchandise under a number of names, business names and Facebook pages. They also redirect shipments of Counterfeit Merchandise to different people and different addresses.

[37] Two individuals to whom shipments of Counterfeit Merchandise were directed by J. Ward swore affidavits in support of the Plaintiffs' motion for default judgment. Ms. Emelita Franco, a named Defendant in this proceeding against whom Consent Judgment has issued, works with J. Ward. In her affidavit of March 15, 2023, Ms. Franco indicates that she is aware that J. Ward imports fake luxury branded merchandise and sells that merchandise online. Ms. Franco was served with two cease and desist letters by Mr. Addy in October 2021 requesting Relinquishment of Counterfeit BURBERRY and CHANEL Merchandise. Ms. Franco informed Mr. Addy she would not sign the requested Relinquishments because she had no knowledge of the goods referred to. Ms. Franco confirmed that she did not order the merchandise listed in the cease and desist letters and that she had neither been asked nor consented to J. Ward's use of her name and address.

[38] Mr. Addy was also tasked with delivering cease and desist letters on the named Defendant, Sheena Gallardo, at the same address as that used for Ms. Franco. Ms. Franco informed Mr. Addy that she had no knowledge of a Sheena Gallardo.

[39] Ms. Rosemarie Roxas is an acquaintance of J. Ward who is familiar with J. Ward's online business selling counterfeit luxury branded merchandise. In her affidavit of March 16, 2023, Ms. Roxas states that she received and signed cease and desist letters and Relinquishments in

favour of Burberry and Chanel in June 2021, although she had not ordered or imported the Counterfeit BURBERRY and CHANEL Merchandise described in the letters. In fact, Ms. Roxas had refused to agree to a request by J. Ward to use her name for a shipment of goods. Ms. Roxas advised Mr. Addy that J. Ward had previously used her name and business address to import counterfeit merchandise for JKB Boutique or Pochette Fame. Ms. Roxas attaches to her affidavit a series of text conversations in which J. Ward discussed packages she had ordered under Ms. Roxas' name using FedEx.

[40] Mr. Don Dela Peña is an operations supervisor for DHL Express (Canada) Ltd (DHL). On July 10, 2023, he signed an affidavit for use in this motion following receipt of a subpoena issued with leave of the Court.

[41] In January 2023, a DHL owner/operator in Alberta informed Mr. Dela Peña that several shipments destined for various addresses in Edmonton were consistently being redirected after clearing customs for delivery to one Edmonton address, namely the residential address of the Ward Defendants (3620 17 Avenue NW, Edmonton AB). While the names on the redirected shipments were different, the phone numbers and email address (juvilynward30@yahoo.com) were the same. The customer effected the redirections using DHL's on demand delivery system (ODD) that allows changes to a delivery address once a package is ready for delivery.

[42] Using DHL's ODD system, Mr. Dela Peña performed an online search of "Juvilyn Ward", the name associated with the email address for the redirected shipments. The results of Mr. Dela Peña's investigation were forwarded to CBSA, enabling CBSA to identify and detain several shipments of Counterfeit Merchandise imported by the Ward Defendants. In February

2023, Mr. Dela Peña updated his information at CBSA's request and located additional shipments using the same phone number as the prior redirected shipments but with different names, emails and addresses. Mr. Dela Peña forwarded the new information to CBSA.

[43] In July 2023, at the request of Plaintiffs' counsel, Mr. Dela Peña attempted another search of the ODD system to provide consolidated information on the redirected shipments and on additional waybills provided by counsel. Although the ODD system only retains data for three months, Mr. Dela Peña was able to assemble the requested information using other DHL systems. Of note is the fact that the search of the new waybills located additional shipment information that mirrored a post-customs redirection to the Ward Defendants' address using the names Josephine Hipolito, Rachel Apolinario and Teresita Badua. Mr. Dela Peña attaches to his affidavit detailed shipment information for each delivery extracted directly from DHL's records.

[44] In March 2023, Ms. Amy Jobson, a paralegal working with Plaintiffs' counsel in this matter, was alerted by CBSA to shipments of suspected Counterfeit BURBERRY and CHANEL Merchandise under the importer names Shannon Alcantara and Abigail Pasco, both at 6314-37B Ave NW, Edmonton AB, and using the same phone number. CBSA sent a further notification to Ms. Jobson in April 2023 regarding a shipment of suspected Counterfeit BURBERRY and CHANEL Merchandise under the importer name Jhoanna Marquez at a different Edmonton address and phone number. All three shipments used the same exporter from the Philippines and CBSA believed they were connected to the Ward Defendants.

[45] CBSA informed Ms. Jobson that the shipping company used for the Marquez shipment was FedEx Express (FedEx). Ms. Jobson attempted to contact FedEx to obtain more information

regarding the shipment but, as of the date of the hearing, had received no response and was unable to confirm the connection, if any, of the three shipments to the Ward Defendants.

(3) Online Activities

[46] The Plaintiffs' assembled evidence demonstrates the Ward Defendants' sustained and intentional offering for sale and sale of Counterfeit Merchandise using numerous online names, business names, Facebook pages and live sale events, all as set out in Schedule D to this judgment. A live sale event is conducted by an individual or business who hosts a livestream broadcast on Facebook. The host shows items for sale and attendees are able to comment and place orders for the items on sale.

[47] Beginning in July 2021, and extending through 2022 to March 2023, Ms. Jobson observed Facebook pages and public live sale events under the names: Viktoria San Matthew, Vicky Victoria, Victoria Vicky, Jkb Botique (Pochette Fame) and JKB La Apparel. A number of the livestream broadcasts were shared or cross-posted simultaneously to other Facebook pages. Pricing information for the goods on sale appeared as digital notes during the sales events, which were held without warning or notification. Ms. Jobson monitored J. Ward's Facebook pages periodically and could only identify events that occurred during those periods. Ms. Jobson includes with her affidavit numerous screen captures and recordings of the pages and livestream events that show a wide range of luxury branded goods, including those featuring the BURBERRY and CHANEL Trademarks. The goods are displayed in a room that has floor to ceiling shelving and racking. One individual appears in the screen captures and recordings. She is the individual identified by other affiants as the person known to them as Juvilyn Ward.

[48] Ms. Roxas states that she is familiar with J. Ward's online sale of counterfeit merchandise through the following names and business, which have changed over time: JKB Boutique; Pochette Fame; Jkb Botique; JK & B Collection; Lhyn Guzman; Victoria St. Matthew; Viktoria San Matthew and Vicky Victoria. Ms. Roxas identifies J. Ward as the person who appeared to operate the Facebook pages Victoria St. Matthew and Vicky Victoria (the latter in August 2022). Ms. Roxas also speaks to a live sales event in January 2022 from the Victoria St. Matthew Facebook page selling, among other named brands, BURBERRY and CHANEL branded merchandise. The individual known to Ms. Roxas as Juvilyn Ward appears in screen shots from the event.

[49] Ms. Franco became aware of a Facebook page, Vicky Victoria, in or around December 2022 when a friend provided her screen shots of the page. Ms. Franco states that the individual known to her as Juvilyn Ward appeared to be in control of or operating the page. Ms. Franco also reviewed screen shots of a video recording by her niece of a live selling event that J. Ward held for the sale of counterfeit merchandise. The event was streamed from the Vicky Victoria Facebook page on or about December 30, 2022. The person appearing in the recording is known to Ms. Franco as Juvilyn Ward. Ms. Franco's niece corroborates the information regarding the livestream event in an affidavit dated March 15, 2023.

[50] Mr. Richie Punla, a private investigator retained by the Plaintiffs, located the Facebook profile for "Viktoria San Marco" and attended a live sale event on February 28, 2022. A recording of the event is attached as an exhibit to Mr. Punla's affidavit of March 20, 2023. The live sale event was open to the public and allowed participants to view, like or dislike, and

purchase in real time items offered by the host. During the event, Mr. Punla messaged the host asking to purchase a Chanel bag for \$85 and Burberry bags and jewelry for \$200 (three Burberry bags, two Burberry wallets, and one bracelet). The host return messaged Mr. Punla and he was invoiced for the two sets of items. In amongst the text messages is a picture of J. Ward.

Mr. Punla paid the invoice by e-transfer to recipient “JUVILYN BILLONES WARD (JK & B COLLECTIONS)” via juvilynward30@yahoo.com. The purchased items were delivered to Mr. Punla who includes photographs of the items and their packaging with his affidavit. The items purchased and their packaging all bear one or more of the BURBERRY Trademark(s) or CHANEL Trademark(s). The return address on the delivery is “JKB Boutique, 3620 17 Ave NW, Edmonton AB”, the address used by the Ward Defendants.

[51] On December 27, 2022, Mr. Punla located the Facebook profile for “Vicky Victoria” and exchanged text messages with the host, Vicky Victoria, with a request to purchase one Chanel and one Burberry bag. The host informed Mr. Punla that she had Burberry bags in inventory but did not have Chanel bags. The host sent a picture of the Burberry bag in stock and, on January 5, 2023, Mr. Punla paid for the bag by e-transfer to recipient “JUVILYN WARD” via the email jkbcollections10930@gmail.com. Mr. Punla received the Burberry bag on January 11, 2023 and includes photographs of the bag and its packaging with his affidavit. The bag and its packaging are branded with one or more of the BURBERRY Trademarks. The delivery box again displays the return address as “JKB Boutique, 3620 17 Ave NW, Edmonton AB”.

[52] The Plaintiffs retained a second private investigator, Mr. Jasper Smith, who located the Facebook profile for “Viktoria Izabhella” on July 4, 2023, and attended a Facebook market live

sale the same day. The live sale event was open to the public and was livestreamed on Facebook pages for:

- Filipino Canadian Small Business
- Edmonton / Black / Buy & Sell Items
- Kabayan in Edmonton Buy and Sell (Open to Public)
- Edmonton Pinoy Buy and Sell Group (Open to the Public)
- Pinoy's Red Deer and Pinoy Tambayan - Calgary
- 10 Filipino Community Pages in British Columbia, Alberta, Ontario and Southern California.

[53] Mr. Smith took screen captures and made a video recording of the Facebook event, all of which are attached to his affidavit dated July 6, 2023. He confirmed that BURBERRY and CHANEL branded merchandise was being offered for sale. Mr. Smith notes that the host of the event compared the sale price she was offering (\$30-\$35) to the \$3,000 (approx.) charged for the equivalent “real items”.

(4) Counterfeit/infringing nature of the merchandise

[54] Ms. Halter, Ms. Moffatt and other representatives of Burberry and Chanel trained to identify counterfeit merchandise examined the images of the BURBERRY and CHANEL branded items referred to in Schedule D to this judgment. They confirmed that the items are Counterfeit BURBERRY Merchandise and Counterfeit CHANEL Merchandise, respectively, with the exception of a minimal number of images in which the merchandise pictured was too far away from the camera for the representatives to provide definitive confirmation. Mr. Smith, the second private investigator, is also trained to identify counterfeit merchandise. He examined the

BURBERRY and CHANEL branded merchandise displayed during the recent July 2023 live sale event from the Viktoria Izabhella Facebook page and confirmed that it too is Counterfeit Merchandise.

(5) Summary of the Plaintiffs' evidence

[55] The evidence outlined above and in Schedule D is comprehensive and unequivocally establishes the Ward Defendants' knowing and deliberate importation, offering for sale and sale of Counterfeit BURBERRY Merchandise and Counterfeit CHANEL Merchandise since at least April 2021.

[56] The impugned activities have continued unabated under a series of names, addresses, aliases and Facebook pages designed to evade detection by the Plaintiffs. Representatives of the Plaintiffs, their investigators, CBSA and DHL have documented each known facet of the Ward Defendants' activities from the importation of merchandise bearing the BURBERRY and CHANEL Trademarks and BURBERRY Copyrighted Works through to the delivery, marketing and sale of that merchandise. The evidence demonstrates the volume of merchandise flowing through the Ward Defendants' business via images and video recordings.

[57] Confirmation that the merchandise identified in the evidence is counterfeit has been provided by trained representatives of Burberry and Chanel and by Mr. Smith, himself trained to identify counterfeit goods.

[58] J. Ward's identity as the individual at the centre of the business has been confirmed by personal acquaintances and by a co-worker. The Plaintiffs' evidence includes text exchanges and e-Transfers to email addresses linked to J. Ward regarding the purchase of Counterfeit Merchandise from Facebook pages associated with her. In addition, the purchased Counterfeit Merchandise was sent with a return address that is the address associated with and used by J. Ward and K. Ward.

(a) *Trademark infringement*

[59] I am satisfied that the Plaintiffs have established trademark infringement and passing off by the Ward Defendants contrary to the *Trademarks Act*. In summary, the Plaintiffs have established that the business activities of the Ward Defendants described in the evidence are contrary to sections 19, 20 and 22 and subsections 7(b), (c) and (d) of the *Trademarks Act*.

[60] Section 19: Pursuant to section 19 of the *Trademarks Act*, the Plaintiffs have the exclusive right to use, respectively, the BURBERRY Trademarks and CHANEL Trademarks throughout Canada in association with the merchandise in respect of which they were registered. The Ward Defendants' marketing, offers for sale and sales of clothing, handbags/purses, fashion accessories and other merchandise bearing or in association with the BURBERRY and CHANEL Trademarks constitutes use within the meaning of section 4 of the *Trademarks Act*. The Ward Defendants have therefore repeatedly infringed the respective exclusive rights of Burberry and Chanel in and to the BURBERRY Trademarks and CHANEL Trademarks contrary to section 19 since at least April 2021.

[61] Section 20: Section 20 of the *Trademarks Act* addresses the sale, distribution or advertisement by any unauthorised person of any goods in association with the BURBERRY or CHANEL Trademarks, or any trademarks, trade names, words or designs confusing with or likely to be confusing with the BURBERRY and CHANEL Trademarks. Confusion is assessed using the factors set out in subsection 6(5) of the *Trademarks Act*.

[62] The Counterfeit Merchandise sold by the Ward Defendants bears trademarks identical to the BURBERRY and CHANEL Trademarks and was intended to be confused with authentic Burberry and Chanel merchandise. I am satisfied that the public is likely to confuse the Counterfeit Merchandise offered for sale and sold by the Ward Defendants with genuine BURBERRY and CHANEL branded merchandise. As the Ward Defendants are not and have never been authorized by the Plaintiffs to use the BURBERRY or CHANEL Trademarks, I find that the Ward Defendants have repeatedly infringed the respective exclusive rights of Burberry and Chanel in and to the BURBERRY Trademarks and CHANEL Trademarks contrary to section 20 since at least April 2021.

[63] Section 22: Section 22 of the *Trademarks Act* prohibits the use of a registered trademark by a person other than its owner in a manner that is likely to depreciate the value of the goodwill attaching to the mark. Burberry and Chanel have for many years continuously designed, manufactured and sold luxury fashion merchandise bearing their distinctive trademarks. They advertise globally, using the BURBERRY and CHANEL Trademarks to market their goods to discerning consumers. The goodwill associated with each family of BURBERRY and CHANEL Trademarks is hugely valuable and is fundamental to the Plaintiffs' respective businesses.

[64] The Plaintiffs have established that the Counterfeit Merchandise sold by the Ward Defendants bears trademarks identical to the BURBERRY and CHANEL Trademarks, with the result that the public is likely to believe that the Counterfeit Merchandise is authentic Burberry and Chanel merchandise. Purchasers of the Counterfeit Merchandise may well be disappointed with the inferior quality of the goods purchased. Conversely, Burberry and Chanel customers who do buy luxury goods complain regularly that the proliferation of counterfeit merchandise in the marketplace diminishes the cachet of their genuine BURBERRY and CHANEL branded products.

[65] I find that the unauthorized use by the Ward Defendants of the BURBERRY and CHANEL Trademarks in association with the Counterfeit Merchandise is likely to diminish the goodwill associated with the Trademarks, contrary to section 22 (*Veuve Clicquot Ponsardin v Boutiques Cliquot Ltée*, 2006 SCC 23 at para 46).

[66] Section 7: Finally, the Plaintiffs have the right to prevent third parties from directing public attention to their goods and services in a manner that causes or is likely to cause confusion in Canada between their goods and businesses and the goods and businesses of the Plaintiffs. The Plaintiffs are also entitled to prevent third parties from passing off their goods as those of the Plaintiffs and from describing their goods in a manner that is false in a material respect and likely to mislead the public as to the character, quality and/or composition of those goods. The Ward Defendants' business is designed to sell Counterfeit Merchandise as genuine merchandise by using the BURBERRY and CHANEL Trademarks. Their attempts to pass off the Counterfeit

Merchandise as genuine and of superior quality extends to the packaging used to deliver the Counterfeit Merchandise.

[67] I find that the Ward Defendants have traded on the established reputations of Burberry and Chanel for designing, manufacturing and selling luxury merchandise, passed off the Counterfeit Merchandise as genuine, and directed public attention in Canada to their online sales of Counterfeit Merchandise in a manner that materially misleads the public causing real and significant damage, all contrary to subsections 7(b), (c) and (d) of the *Trademarks Act*.

(b) *Copyright infringement*

[68] Burberry, as the exclusive owner of the copyright in the BURBERRY Copyrighted Works, has the sole right to produce or reproduce those Works, or any substantial part thereof, in any material form whatever. A person infringes Burberry's exclusive rights contrary to section 3 and subsection 27(2) of the *Copyright Act* by (i) producing or reproducing the BURBERRY Copyrighted Works; or (ii) selling, possessing for the purposes of selling and/or importing into Canada for the purpose of selling, a copy of the BURBERRY Copyrighted Works that such person knew or should have known infringes copyright or would infringe copyright if it had been made in Canada.

[69] The Ward Defendants are not and have never been authorized by Burberry to import, distribute, offer for sale, sell or otherwise deal in any product bearing the BURBERRY Copyrighted Works. They have nevertheless imported, possessed (for the purpose of selling) and/or sold merchandise bearing the BURBERRY Copyrighted Works. Further, each of the

Ward Defendants clearly knew, or should have known, that the items they were selling infringed copyright in the BURBERRY Copyrighted Works.

[70] As a result, I find that the Ward Defendants are in violation of sections 3 and 27 of the *Copyright Act* and have infringed Burberry's rights in and to the BURBERRY Copyrighted Works.

(c) *Liability of the Ward Defendants*

[71] I find J. Ward and K. Ward jointly and severally liable for the infringing conduct described in this judgment.

[72] Although J. Ward figures prominently in the Plaintiffs' evidence, K. Ward imported at least one shipment of Counterfeit Merchandise that was detained by CBSA on January 14, 2022. He is also listed on the City of Edmonton Business Licence for JKB Collections that was valid until June 21, 2022. The address listed on the business licence is the address from which the Ward Defendants appear to conduct their online business, is the address to which Counterfeit Merchandise was directed and redirected after clearing customs, and is the return address on purchased and shipped Counterfeit Merchandise: 3620 17 Avenue NW, Edmonton, AB T6L 2N6. This address is the residential address at which K. Ward and J. Ward were both personally served the Plaintiffs' Statement of Claim.

VII. Plaintiffs' motion for default judgment is granted

[73] I have found that the Ward Defendants are in default and that Plaintiffs are entitled to bring this motion for default judgment under Rule 210(1). I have also found that the Plaintiffs have established that the Ward Defendants have infringed the BURBERRY Trademarks, CHANEL Trademarks and the BURBERRY Copyrighted Works.

[74] Accordingly, I will grant the Plaintiffs' motion for default judgment.

VIII. Remedies

[75] The Plaintiffs request comprehensive relief intended to deter and stop the Ward Defendants' infringing and harmful activities and attempts to evade detection. The nature of the Ward Defendants' business lies at the heart of certain aspects of the relief sought. The Ward Defendants operate online in a low risk, low cost arena that facilitates instant rebranding with little to no interruption or out-of-pocket expense. Detection can be fleeting. I have taken these considerations into account in crafting the relief granted within the broad ambit of sections 53.1 and 53.2 of the *Trademarks Act* and sections 34, 38, 38.1 and 44.12 of the *Copyright Act*.

(1) Declaratory relief

[76] The infringing activities of the Ward Defendants date from at least April 2021 and are ongoing despite J. Ward's 2021 agreement to cease her trade in Counterfeit Merchandise. In light of the scope, nature and duration of the Ward Defendants' importation and sale of Counterfeit Merchandise, the Plaintiffs are entitled to declarations as between the parties regarding the validity and ownership of the BURBERRY and CHANEL Trademarks and the infringement by

the Ward Defendants of the BURBERRY and CHANEL Trademarks and the BURBERRY Copyrighted Works (*Microsoft Corporation v 9038-3746 Quebec Inc.*, 2006 FC 1509 at para 101 (TD) (*Microsoft*).

(2) Injunctive relief and destruction of Counterfeit Merchandise

[77] The Ward Defendants' conduct demonstrates their intention to avoid the Plaintiffs' efforts to enforce their intellectual property rights. They have persisted in their infringing activities long after the Plaintiffs demanded they cease their activities and long after J. Ward agreed to do so by signing cease and desist letters in August 2021. The Ward Defendants have ignored this proceeding and have continued to offer Counterfeit Merchandise for sale as recently as July 2023, all while attempting to evade detection by carrying on business under numerous names and online identities and disguising their identities from CBSA by redirecting deliveries post-customs clearance. I agree with the Plaintiffs that there is a serious risk, if not high likelihood, that the Ward Defendants will continue their infringing conduct.

[78] The Plaintiffs have established multiple causes of action and have demonstrated the necessity of injunctive relief (*lululemon Athletica Canada Inc. v Campbell*, 2022 FC 194 at paras 29-31 (*lululemon*)). I will grant the Plaintiffs (i) a permanent injunction restraining the Ward Defendants from infringing, directly or indirectly, the BURBERRY Trademarks, CHANEL Trademarks and BURBERRY Copyrighted Works (the Injunction); and (ii) an order requiring the delivery up and destruction of any and all Counterfeit Merchandise (subsections 53.1(7) and 53.2(1) of the *Trademarks Act* and subsections 34(1); 38(1) and 44.12(9) of the *Copyright Act*; *Louis Vuitton Malletier S.A. v Wang*, 2019 FC 1389 at

paras 202-203 (*Wang*); *Louis Vuitton Malletier v Sheine Reyes Rosales*, 2023 FC 217 at para 39 (*Rosales*)).

[79] The Plaintiffs request injunctive relief that is tailored to respond to the expanding and changing online scope of the Ward Defendants' infringing activities (*NunatuKavut Community Council v Nalcor Energy*, 2014 NLCA 46 at para 71; *lululemon* at paras 32-33). The relief sought is on terms largely similar to that granted by the Court in other cases involving the importation and sale of counterfeit goods (*Louis Vuitton Malletier S.A. v Singga Enterprises (Canada) Inc.*, 2011 FC 776 at para 123 (*Singga*); *Wang* at para 202). There are, however, novel aspects to the Plaintiffs' requested relief. Those novel aspects are in addition to and designed to support and enforce the terms of the Injunction.

(i) Manufacturer and supplier information

[80] The Plaintiffs seek an order requiring the Ward Defendants to provide the names and contact information of the manufacturers and suppliers from whom they obtain Counterfeit Merchandise. This information will enable the Plaintiffs to take steps to halt the Ward Defendants' supply of Counterfeit Merchandise and will send a message to manufacturers and suppliers of counterfeit goods who export goods to Canada that their identity will be made known to the companies whose rights their products infringe. The information sought is business information readily available to the Ward Defendants which the Plaintiffs cannot otherwise obtain. I see no reason to refuse the Plaintiffs' request.

[81] I will order the Ward Defendants to disclose the names and contact information of the entities from whom they obtain Counterfeit Merchandise. A similar order was recently granted by the Court in *Dermaspark Products Inc v Patel*, 2023 FC 388.

(ii) Third party order

[82] The Ward Defendants rely on third parties to conduct their infringing activities. These third parties include shipping and delivery companies, such as DHL, who deliver Counterfeit Merchandise to the Ward Defendants, and payment processors who process payment for the Counterfeit Merchandise. The Plaintiffs request an order that enjoins third parties who have notice of this judgment from knowingly assisting the Ward Defendants and that requires third parties to provide information regarding the Ward Defendants' infringing activities (Third Party Order). While the Plaintiffs can pursue the Ward Defendants for contempt if they ignore the Court's Injunction, the order requested would stop the Counterfeit Merchandise from importation into Canada and from reaching the Ward Defendants in the first place.

[83] The first part of the Third Party Order is not new. Although only parties to litigation are bound by an injunction, third parties who knowingly breach an injunction can be held in contempt for violating a court order and obstructing justice (*MacMillan Bloedel Ltd. v Simpson*, [1996] 2 SCR 1048 at paras 26-31).

[84] The second part of the Third Party Order places a positive obligation on third parties to provide information to the Plaintiffs relating to the Ward Defendants' infringing activities. This part of the Third Party Order is akin to a *Norwich* order (*Rogers Communications Inc. v Voltage*

Pictures, LLC, 2018 SCC 38 at para 18 (*Rogers*)). As described by the Supreme Court, “a *Norwich* order is a type of pre-trial discovery which, inter alia, allows a rights holder to identify wrongdoers”.

[85] The Plaintiffs request this relief to combat the evasive conduct of the Ward Defendants. They argue that the Third Party Order is reasonably necessary to effect the Ward Defendants’ compliance with the Injunction. The Plaintiffs give the example of the suspected change of shipper by the Ward Defendants. DHL has been instrumental in the Plaintiffs’ ability to track the Ward Defendants’ activities but DHL was prepared to provide evidence in support of the Plaintiff’s motion for default judgment only upon receipt of a subpoena from the Court. In contrast, to the date of the hearing, the Plaintiffs had been unable to obtain any response from FedEx. The Plaintiffs submit that the inclusion of the Third Party Order in my Judgment will facilitate cooperation by third parties.

[86] The Plaintiffs also argue that they need the cooperation of third parties to identify new names and addresses used by the Ward Defendants. The Plaintiffs would then be able to provide the identifying information to CBSA to permit CBSA agents to detain and release Counterfeit Merchandise imported or held under the new names or addresses. The Third Party Order operates in tandem with the requested rolling order, which I discuss next. The two orders together enable the Plaintiffs to trace and intercept the Ward Defendants’ future infringing activities without the need to start a new action in respect of each new name and future shipment.

[87] I find the Plaintiffs' submissions in support of a Third Party Order compelling in light of the Ward Defendants' attempts to evade detection. I will grant the requested Third Party Order but with conditions. As in the case of a party requesting a *Norwich* order, the Plaintiffs must have a *bona fide* belief that the third party in question has information linked to the Ward Defendants and their importation and/or sale of Counterfeit Merchandise. Similar to the restriction placed on the rolling order, the Plaintiffs will be required, before making a request for information to a particular third party, to establish to the Court by *ex parte* informal motion and affidavit evidence that the third party is in possession of information that is connected to one or more of the Ward Defendants and that pertains to the importation, shipment, and/or sale of merchandise bearing unauthorized representations of the BURBERRY or CHANEL Trademarks or the BURBERRY Copyrighted Works.

(iii) Rolling order

[88] As stated above, there is significant risk that the Ward Defendants will continue their infringing activities despite the Injunction, with the result that there will likely be future shipments and further detentions of Counterfeit Merchandise by CBSA (Future Detentions). There is no way to predict any additional names under which the Ward Defendants may attempt to continue their business (Additional Names) or the addresses or intermediaries they may employ to facilitate their receipt of Counterfeit Merchandise. To address this likelihood and to avoid the need to institute a new action each time they become aware of an Additional Name or Future Detention, the Plaintiffs request a rolling order from the Court (Rolling Order). The Plaintiffs point to domain name jurisprudence in the United States in which courts have permitted plaintiffs to bring additional infringing domain names to the court's attention to obtain

an extension of the injunctive relief granted in the original action (*Burberry Limited, et al. v John Doe 1, et al.*, 12 Civ 0497 (TPG) (SDNY); *Burberry Ltd. (US) v Does 1-5 et al.*, 11 Civ 08306 (TPG) (SDNY); *Hermes v Does*, 12 Civ 1623 (SDNY)).

[89] The Ward Defendants are reliant on continuing deliveries of Counterfeit Merchandise from offshore suppliers to sustain their infringing activities and income and the evidence demonstrates the central role of CBSA in intercepting Counterfeit Merchandise arriving in Canada. However, CBSA is unable to release and deliver to the Plaintiffs any Counterfeit Merchandise seized in Future Detentions without a signed Relinquishment or court order. The Rolling Order provides a mechanism to facilitate the detention and release by CBSA of Counterfeit Merchandise in the future.

[90] I find that a Rolling Order structured to fold Additional Names used by the Ward Defendants and Future Detentions into the injunctive relief granted to the Plaintiffs is justified and within the Court's jurisdiction.

[91] The terms of the Rolling Order must ensure it does not extend beyond what is necessary to ensure effective compliance with the Injunction (*lululemon* at para 32). The critical curb on the Rolling Order is the continued involvement of this Court in a supervisory role to ensure that only infringing activities of the Ward Defendants are captured within its scope.

[92] If the Plaintiffs identify any Additional Name(s) or Future Detention(s), they may file an *ex parte* informal motion and affidavit evidence with the Court to extend the Injunction to the

Additional Name(s) and/or Future Detention(s) and the Counterfeit Merchandise they contain.

The Rolling Order will extend to:

- (i) Future Detentions made under one of the names previously used by the Ward Defendants;
 - (ii) Future Detentions under Additional Name(s) used by the Ward Defendants upon establishing to the Court that the shipment or importation is connected to one or more of the Ward Defendants and the goods bear unauthorized reproductions of any of the BURBERRY Trademarks or CHANEL Trademarks, or trademarks confusingly similar thereto, or unauthorized substantial reproductions of the BURBERRY Copyrighted Works; and
 - (iii) Additional shipments identified not by name but by shipping, CBSA or other reference number upon establishing to the Court that the shipment or importation is connected to one or more of the Ward Defendants and the goods bear unauthorized reproductions of any of the BURBERRY Trademarks or CHANEL Trademarks, or trademarks confusingly similar thereto, or unauthorized substantial reproductions of the BURBERRY Copyrighted Works.
- (3) Compensatory damages

[93] The Plaintiffs seek compensatory damages for trademark infringement and, in Burberry's case, statutory damages for copyright infringement (section 53.2, *Trademarks Act*, sections 34 and 38.1, *Copyright Act*). As the Plaintiffs have established numerous incidences of trademark and copyright infringement by the Ward Defendants, the Ward Defendants are liable for all losses

actually sustained by the Plaintiffs that are the natural and direct consequence of their unlawful acts, including any loss of reputation, business, goodwill or trade suffered by the Plaintiffs as a result of or attributable to those acts (*Singga* at para 125).

(i) Damages for trademark infringement

[94] This case places the burgeoning reality of online shopping at the centre of the Court's assessment of damages for trademark infringement. As a starting point, the fact that the Ward Defendants conduct their infringing business online rather than at a bricks and mortar store or flea market is not a determinative factor in the Court's assessment of damages. The Court's focus must be on the evidence before it, the breadth of the Ward Defendants' activities, the lost profits and depreciation of goodwill suffered by the Plaintiffs and the jurisprudence of this Court and the Federal Court of Appeal (FCA) addressing the quantum of compensatory damages in counterfeit goods cases.

[95] An accurate or close calculation of the damages actually suffered by the Plaintiffs from the Ward Defendants' infringing conduct is virtually impossible. The Ward Defendants have not participated in this action and the Plaintiffs have been unable to obtain any documentation in respect of the Ward Defendants' importation and sale of Counterfeit Merchandise. The Plaintiffs have only been able to identify those aspects of the Ward Defendants' infringing activities that have come to their attention through CBSA, DHL and their own investigations. The Plaintiffs' ability to monitor the online shopping world created by the Ward Defendants is limited due to the proliferation of names used and the impossibility of monitoring the names they are aware of on a 24-hour basis. Within that limitation, the Plaintiffs have established a lengthy record of

advertising and sales of Counterfeit Merchandise at deeply discounted prices from the retail prices for genuine BURBERRY and CHANEL branded merchandise.

[96] As in most cases involving the sale of counterfeit luxury goods, the focus here is on the depreciation of the Plaintiffs' goodwill due to the Ward Defendants' infringing activities. The Plaintiffs have established that the offer for sale of counterfeit goods causes serious and irreparable harm to their reputation for superior products. Their affidavit evidence speaks to the importance of the BURBERRY and CHANEL brands to their respective businesses and the adverse effects of counterfeit goods in the marketplace. The availability of "knock-off" merchandise increases the chances that consumers will not purchase the Plaintiffs' genuine products both because a consumer may buy counterfeit instead of genuine merchandise and because the existence of counterfeit goods erodes the status of genuine merchandise, thereby reducing purchases from consumers who are willing to pay for luxury goods.

[97] Over the years, a series of cases involving the sale of counterfeit goods has come before this Court and the FCA. The Courts have recognized that plaintiffs in these cases cannot prove actual damages due to the absence of records from the defendant(s) and the importance of loss of goodwill. The Courts have developed an approach that was reviewed in detail in *Wang* (at paras 123-161) and recognizes that compensatory damages are nevertheless appropriate (*Popsockets LLC v Case World Enterprises Ltd*, 2019 FC 1154 at para 42, citing *Kwan Lam v Chanel S de RL*, 2016 FCA 111 at paras 17-18 (*Lam Chan Kee FCA #1*)).

[98] In 1997, the Courts adopted a scale for the quantification of damages in cases involving the sale of counterfeit goods. The Court has since held on many occasions that damages per plaintiff may be quantified on a per incidence of infringement basis and the nature of the infringer: \$3,000 where the defendant operates from temporary facilities (flea markets); \$6,000 where the defendant operates from conventional retail premises (stores); and \$24,000 where the defendant is a manufacturer, importer or distributor of counterfeit goods (all as adjusted for inflation) (*Nike Canada Ltd. v Goldstar Design Ltd. et al*, T-1951-95 (FCTD) (Unreported); *Ragdoll Productions (UK) Ltd. v Jane Doe*, 2002 FCT 918 at paras 48-52 (*Ragdoll*); *Yang* at paras 43-44; *Singga* at para 129; *Chanel S de RL v Lam Chan Kee Company Ltd*, 2015 FC 1091 at paras 21-22, aff'd *Lam Chan Kee FCA #1* at paras 17-18; *Wang* at paras 167-169). This approach has been endorsed by the FCA (*Lam Chan Kee FCA #1*, aff'd on appeal from redetermination at *Lam v Chanel S. de R.L.*, 2017 FCA 38 at para 8 (*Lam Chan Kee FCA #2*)). The jurisprudence contemplates an award of damages to each plaintiff where the sale of counterfeit merchandise harms multiple plaintiffs (*Singga* at para 134; *Wang* at paras 154, 174).

[99] There are two recent cases involving online sales of counterfeit goods in which the Court moved away from the scale established in the jurisprudence cited in the preceding paragraph. In the two cases (*lululemon* at paras 45-52; *Rosales* at paras 49-58), the Court awarded compensatory damages at far lower amounts per incidence of infringement.

[100] I find that the lower scale used in those cases should not be applied in this case for two reasons. First, the Plaintiffs produced compelling evidence of the Ward Defendants' infringing activities via an ever widening net of online names and aliases. The Plaintiffs' use of the phrase

“whack-a-mole” is apt. The Plaintiffs have demonstrated to my satisfaction an online business of significant reach involving continuing sales and an established, well-stocked showroom.

Factually, this case differs from *lululemon* and *Rosales*.

[101] Second, as indicated above, I am not convinced that the online nature of the Ward Defendants’ business warrants a departure from the established jurisprudence. The Court’s task remains unchanged. It considers the scope of the infringing activities before it in order to estimate an appropriate quantum of damages (*Rosales* at paras 50-51, 58). In so doing, the Court applies ordinary business knowledge and common sense (*Ragdoll* at para 40).

[102] The Plaintiff’s affiants, each with substantial experience in the world of luxury brand sales, speak to the evolving nature of counterfeit merchandise businesses. Sellers of counterfeit goods have evolved to online commercial businesses operating through social media websites. They have changed their importation methods. In the past, such sellers received large shipments of goods or containers whereas they now undertake frequent importations in small packages to avoid detection. Through these changes, their activities have not diminished. It is simply achieved in different ways.

[103] I agree with two additional arguments raised by the Plaintiffs. First, the fact that the evidence in this case involves importations of anywhere between two and twenty-five items does not require a reduction in the applicable rate. The evidence before the Court in certain of the prior cases involving luxury goods was not dissimilar. Also, each genuine BURBERRY or CHANEL branded item carries a significant retail price. The equivalent counterfeit item sold by

the Ward Defendants and lost sale of the Plaintiffs represents a potential loss of appreciable size. Second, a reduction in the scale amount should not be based on the profit(s) made by the seller of counterfeit goods. Such an approach ignores the reputational harm of counterfeit merchandise in the marketplace and the resulting loss of goodwill and brand value.

[104] The Plaintiffs' evidence establishes that:

- The Ward Defendants have engaged in their infringing activities since at least April 2021.
- Numerous screen shots and video recordings from that period show the Ward Defendants' showroom as a sizeable room packed with items displaying many luxury brands. The shelving runs from floor to ceiling and there are racks of clothing and other goods throughout the space. The screen shots and recordings focus on BURBERRY and CHANEL branded merchandise in each instance but also demonstrate the scope of the business.
- The Ward Defendants have made numerous known importations of Counterfeit Merchandise since 2021, suggesting they enjoy frequent turnover of inventory.
- The Ward Defendants conduct their business using many names and Facebook pages. Their live sale events were broadcast publicly and livestreamed concurrently on other public Facebook pages that, by name, are based in different geographic locations.

- The number of customers and potential customers of the Ward Defendants is significant. The video recordings in evidence show continuous expressions of interest and sales from and to attendees during each sale event. There is no way of ascertaining the number of individuals following the live sale events on other public Facebook pages but the livestreaming to those pages of the event indicates the potential customer coverage achieved by the Ward Defendants.

- Ms. Halter for Burberry compared the Ward Defendants’ offering for sale of fake Burberry face masks for \$8 and handbags at \$65+ with authentic Burberry face masks that sell for between \$160-\$230, wallets for \$540 to \$1,990 and handbags for \$1,490 to \$4,950. Similar comparisons were provided by Ms. Moffatt on behalf of Chanel.

- The sale of counterfeit merchandise diminishes public confidence in the Plaintiffs’ genuine goods and causes significant harm to the reputation of superior quality represented by the BURBERRY and CHANEL Trademarks.

[105] I find that the established rate of \$6,000 for retail sellers (in 1997 dollars) per incidence and per plaintiff is an appropriate starting point for approximating damages for trademark infringement in this case. The Ward Defendants’ operations are at least equivalent to a traditional physical establishment. Based on the Plaintiffs’ evidence of Bank of Canada statistics, that rate was equivalent to \$9,249.72 in 2021; \$9,775.80 in 2022; and \$10,288.57 in 2023. I will round these numbers down to \$9,000 for 2021; \$9,500 for 2022; and \$10,000 for 2023.

[106] The Plaintiffs have provided evidence of at least 22 instances of infringement of the BURBERRY Trademarks and 22 instances of infringement of the CHANEL Trademarks, whether by importation, advertising or offer for sale, or sale (see *Wang* at para 174; *lululemon* at para 47). Schedule D sets out a larger number of individual incidences but the Plaintiffs have taken a measured approach to the application of the scale amount for each year and grouped together incidences that occurred close in time to each other.

[107] Accordingly, the Ward Defendants are liable to each of the Burberry Plaintiffs for the following damages:

For 2021: \$9,000 multiplied by nine instances, equalling \$81,000;

For 2022: \$9,500 multiplied by seven instances, equalling \$66,500; and

For 2023: \$10,000 multiplied by five instances, equalling \$50,000.

Total: \$197,500 per Burberry Plaintiff

[108] The Ward Defendants' activities have infringed the rights of Burberry and Burberry Canada, which holds the licence to use the BURBERRY Trademarks in Canada. Each Burberry Plaintiff is entitled to an award of damages in the amount of \$197,500, for a total of \$395,000.

[109] The Ward Defendants are liable to each of the Chanel Plaintiffs for the following damages:

For 2021: \$9,000 multiplied by nine instances, equalling \$81,000;

For 2022: \$9,500 multiplied by eight instances, equalling \$76,000; and

For 2023: \$10,000 multiplied by four instances, equalling \$40,000.

Total: \$197,000 per Chanel Plaintiff

[110] The Ward Defendants' activities have infringed the rights of Chanel and Chanel Canada, which holds the licence to use the CHANEL Trademarks in Canada. Each Chanel Plaintiff is entitled to an award of damages in the amount of \$197,000, for a total of \$394,000.

(ii) Damages for copyright infringement

[111] In addition to the damages awarded for the Ward Defendants' infringement of the Plaintiffs' rights under the *Trademarks Act*, Burberry is entitled to recovery of damages and profits in relation to copyright infringement by the Ward Defendants.

[112] Burberry owns copyright in Canada in association with its TB Monogram and, specifically, is the owner of copyright in the six copyrighted works listed in Schedule C to this judgment. Having established copyright infringement, Burberry has elected an award of statutory damages under section 38.1 of the *Copyright Act*.

[113] Statutory damages for copyright infringement are awarded on a scale from \$500 to \$20,000 per work infringed. Pursuant to subsection 38.1(5) of the *Copyright Act*, the Court is required to consider all relevant factors in exercising its discretion to award statutory damages, including:

- a) the good or bad faith of the defendant(s);
- b) the conduct of the parties before and during the proceedings; and
- c) the need to deter other infringements of the copyrights in question.

[114] In awarding statutory damages under the *Copyright Act*, the Court has considered: the conduct of the defendant before and during the proceeding and whether they have continued the infringing activity through the proceeding; whether the defendant has acted in bad faith or has been dismissive of the law; and the importance of deterrence (see, e.g. *Microsoft* at paras 109-115; *Yang* at paras 21-26; *Singga* at paras 157-159; *Wang* at paras 196-198).

[115] In this case, the Ward Defendants have acted in bad faith, choosing to continue their infringing activities despite knowledge of the Plaintiffs' demands that they cease to do so and despite being served with the Statement of Claim. The Ward Defendants have acted with disrespect for the law and for the process of the Court and have wilfully sought to evade detection by the Plaintiffs and by CBSA. This conduct warrants a higher award of statutory damages.

[116] The BURBERRY branded products that are the subject of copyright protection are highly-valued by consumers. However, the continuing infringement of this and similar high-end fashion accessories with similar copyright protection diminishes the position that legitimate copyrighted products hold in the marketplace. I agree with the statement of Justice Snider in *Yang* (at para 25) that the erosion of the market for which Burberry has worked very hard is a serious consequence of the continuing behaviour of the Ward Defendants and others who may infringe the BURBERRY Copyrighted Works.

[117] The Court in *Yang* in 2007, *Singga* in 2011 and again in *Wang* in 2019 awarded the maximum amount of statutory damages with respect to the relevant copyrighted works. I see no

reason to deviate from this approach. The Ward Defendants have infringed copyright in each of the six BURBERRY Copyrighted Works and I will award Burberry statutory damages at the maximum amount of \$20,000 for each BURBERRY Copyrighted Works infringed, for a total award of \$120,000.

[118] In aggregate, the Burberry Plaintiffs are entitled to compensatory damages of \$515,000 (\$395,000 + \$120,000).

(4) Punitive and exemplary damages

[119] The Plaintiffs assert that the Ward Defendants' conduct has been reprehensible and high-handed and that punitive and exemplary damages should be awarded. I agree.

[120] Punitive damages are an exceptional remedy to be awarded where a party engages in malicious, oppressive and high-handed behaviour that offends the Court's sense of decency (*Whiten v Pilot Insurance Co.*, 2002 SCC 18 at para 36 (*Whiten*)) and where other remedies are insufficient to accomplish the objectives of retribution, deterrence and denunciation (*Young v Thakur*, 2019 FC 835 at para 52; see also, *Yang* at paras 46-51; *Singga* at paras 163-164; *Wang* at paras 182-183). The determination of whether an award of punitive damages is appropriate and, if so, the amount of punitive and exemplary damages, is a highly contextual exercise. Factors to consider in assessing the appropriateness and quantum of a punitive damages award include whether the misconduct was planned and deliberate; the defendant's intent and motive; the scope of the conduct; whether the conduct was persistent after the filing of a statement of claim and/or was concealed; and the defendant's awareness that what they were doing was wrong (*Whiten* at

paras 112-113; *Chanel S de RL v Lam Chan Kee Company Ltd*, 2016 FC 987 at paras 49, 56, aff'd *Lam Chan Kee FCA #2* at paras 10-11, 13).

[121] The Ward Defendants' infringing conduct was and is planned and deliberate. It is properly characterized as recidivist in nature. The Ward Defendants took steps in order to conceal their activity after initial discovery and have persisted in their behaviour after accepting service of the Statement of Claim. They have disregarded the Plaintiffs' rights and the Court's proceedings and have profited from their misconduct. This type of behaviour has been found to warrant sanction through punitive damages in previous counterfeiting cases (*Yang* at paras 48-49; *Wang* at paras 186-192; *lululemon* at paras 58-64; *Rosales* at paras 59-64). An award of compensatory damages alone is not sufficient to redress the Ward Defendants' wilful infringement or to deter future similar conduct by the Ward Defendants and others who might be inclined to adopt their business model.

[122] The question is the quantum of the award. The Plaintiffs request an award of punitive damages of at least \$250,000.

[123] In my view, most of the factors presented in *Whiten* are reflected in this case as are those found in the recent cases of counterfeit merchandise referred to in this judgment. In *Yang*, punitive damages of \$100,000 were awarded while in *Singga*, punitive damages against three groups of defendants were awarded in the amounts of \$200,000, \$250,000 and \$50,000. In *Lam Chan Kee FCA #2*, the FCA endorsed an award of punitive damages of \$250,000 in spite of the fact that the compensatory damages were relatively light.

[124] I find that an award of punitive damages in the amount of \$100,000 is appropriate and proportionate and meets the dual objectives of denunciation and deterrence. The context of this case includes the fact that an individual, J. Ward, is at the centre of the infringing online business, operating from a residential showroom in Edmonton. I have weighed this fact against J. Ward's intentional and evasive conduct and the considerable reach of her infringing activities.

IX. Costs

[125] The Plaintiffs request costs on a solicitor and client basis. They argue that the Ward Defendants' have disregarded the Plaintiffs' cease and desist letters, text messages and phone calls and continued their flagrant disregard of the Plaintiffs' intellectual property rights despite being made aware of this proceeding from its commencement. The Plaintiffs submit that the Ward Defendants have displayed utter disregard for the Court's process and have thereby caused the Plaintiffs additional costs and disbursements than would otherwise be the case.

[126] Awards of costs on a solicitor-client basis are made on an exceptional basis "where there has been reprehensible, scandalous or outrageous conduct" (*Young v Young*, [1993] 4 SCR 3 at 134). I have addressed the Ward Defendants' deliberate and continuing infringement of the BURBERRY and CHANEL Trademarks and the BURBERRY Copyrighted Works in my award of punitive damages. I acknowledge that the Plaintiffs were forced to incur additional costs and disbursements in assembling a comprehensive motion record due to the Ward Defendants' unresponsiveness and that there is a public interest in deterring such conduct. However, this is not a case in which the defendants have ignored past Court orders or otherwise actively delayed or prolonged this proceeding.

[127] While I am not satisfied that an award of full solicitor and client costs is appropriate, I will award costs to the Plaintiffs by applying a percentage discount to the Plaintiff's legal fees calculated on a solicitor and client basis. The Plaintiffs will also be entitled to the full amount of disbursements incurred.

[128] Within 14 days of the date of this judgment, the Plaintiffs shall submit to the Court submissions on costs and disbursements of no more than five pages and accompanied by a bill of costs. As part of its review of the Plaintiffs' costs submissions, the Court will determine the appropriate and applicable percentage discount to ensure that the ultimate award of costs addresses the Ward Defendants' dismissive attitude towards the Court's process.

JUDGMENT IN T-1553-22

THIS COURT'S JUDGMENT is that:

1. The motion for default judgment brought by Burberry Limited, Burberry Canada Inc., Chanel Limited and Chanel ULC (collectively, the Plaintiffs) against Juvilyn Billones Ward (also known as Juvilyn Ward, Lyn Ward, Lhyn Guzman, and also having used the names Renielee Cruz, Josephine Hipolito, Teresita Badua, Rachel Apolinario, Jennifer Valasaco, Rachel Cruz, Rowena Villoga, Jenny Arpe, Maricel Cruz, Kelly Santos, Remy Caluban, Bennyrose Pua, Liezl Soliven, Rosalia Ventura and Rhianne Vasquez) and Kevin Ward (collectively, the Ward Defendants), is granted.

2. As between the parties:
 - (i) the Plaintiff Burberry Limited is the owner in Canada of the trademarks and trademark registrations listed in Schedule A (BURBERRY Trademarks) and the registrations are valid; and
 - (ii) the Plaintiff Chanel Limited is the owner in Canada of the trademarks and trademark registrations listed in Schedule B (CHANEL Trademarks) and the registrations are valid;
 - (iii) the Plaintiff Burberry Limited is the owner in Canada of the copyright in the artistic works and copyright registrations shown in

Schedule C (the BURBERRY Copyrighted Works) and the registrations are valid.

3. The Ward Defendants, and each of them, have infringed the BURBERRY Trademarks and CHANEL Trademarks, contrary to sections 19 and 20 of the *Trademarks Act*.
4. The Ward Defendants, and each of them, have used the BURBERRY Trademarks and CHANEL Trademarks in a manner likely to have the effect of depreciating the value of the goodwill attaching thereto, contrary to section 22 of the *Trademarks Act*.
5. The Ward Defendants, and each of them, have directed public attention to their goods in such a way as to cause or to be likely to cause confusion in Canada between the Ward Defendants' goods and the goods and businesses of the Burberry and Chanel Plaintiffs respectively, contrary to section 7(b) of the *Trademarks Act*.
6. The Ward Defendants, and each of them, have passed off their goods as and for those of the Plaintiffs, contrary to section 7(c) of the *Trademarks Act*.
7. The Ward Defendants, and each of them, have used, in association with fashion accessories, a description that is false in a material respect and that is of such a nature as to mislead the public as regards to the character,

quality and/or composition of such goods, contrary to section 7(d) of the *Trademarks Act*.

8. The Ward Defendants, and each of them, have infringed the BURBERRY Copyrighted Works, contrary to sections 3 and 27 of the *Copyright Act*.
9. The Ward Defendants, and each of them, their employees, servants, workers, agents, contractors and any other persons under their direction or control, are permanently restrained and enjoined from, directly or indirectly:
 - a) further infringing the BURBERRY Trademarks, CHANEL Trademarks and BURBERRY Copyrighted Works;
 - b) using the BURBERRY Trademarks, CHANEL Trademarks, any words, or combination of words, or any other design, likely to be confusing with the BURBERRY Trademarks or CHANEL Trademarks, as or in a trademark or trade name, or for any other purpose;
 - c) depreciating the value of the goodwill attaching to the BURBERRY Trademarks and CHANEL Trademarks;
 - d) directing public attention to any of their goods in such a way as to cause or to be likely to cause confusion between their goods and the goods and business of the Plaintiffs;

- e) passing off their goods as and for those of the Plaintiffs; and
- f) using in association with fashion clothing or accessories a description which is false in a material respect and which is of such a nature as to mislead the public as regards to the character, quality and/or composition of such goods.

10. Within seven (7) days of the date of this Judgment, the Ward Defendants shall, at their own expense, deliver up to the Plaintiffs all articles in their possession, custody or power which offend in any way against paragraph 9 above.
11. The Canada Border Services Agency (CBSA) shall deliver up to the Plaintiffs all goods bearing the BURBERRY Trademarks or CHANEL Trademarks, or any trademarks confusingly similar thereto, or bearing substantial reproductions of the BURBERRY Copyrighted Works, contained within the CBSA detentions set out in Schedule D that have not already been destroyed by CBSA.
12. Within fourteen (14) days of this Judgment, the Ward Defendants shall provide the Plaintiffs with all name(s) and contact information for their manufacturer(s) or supplier(s) of all goods bearing any of the BURBERRY Trademarks or CHANEL Trademarks, or trademarks confusingly similar thereto, or bearing substantial reproductions of the BURBERRY Copyrighted Works, which the Ward Defendants have or had in their possession or control, or which they imported, offered for sale

or sold, along with all documentation in their possession or control relating to such manufacture or supply, and the name and address of all persons or entities of whom they have knowledge who are or have engaged in, or who assist or have assisted in, the activities prohibited by the permanent injunction set out in paragraph 9 above.

13. Third party individuals or entities (each, a Third Party) who are given notice of this Judgment are restrained and enjoined from knowingly assisting the Ward Defendants, and each of them, in carrying out any of the acts prohibited by paragraph 9, and in particular importing, exporting, offering for sale and/or selling goods bearing unauthorized reproductions of any of the BURBERRY Trademarks or CHANEL Trademarks, or trademarks confusingly similar thereto, or bearing unauthorized substantial reproductions of the Burberry Copyrighted Works.

14. In the event the Plaintiffs identify a Third Party who is aware or who is made aware of the Ward Defendants or any of them carrying out any of the acts prohibited by paragraph 9, in particular the importing, exporting, offering for sale and/or selling of goods bearing unauthorized reproductions of any of the BURBERRY Trademarks or CHANEL Trademarks, or trademarks confusingly similar thereto, or bearing unauthorized substantial reproductions of the BURBERRY Copyrighted Works, the Plaintiffs may identify the Third Party to this Court by way of informal motion or letter filed in conjunction with affidavit evidence and,

upon the Plaintiffs establishing on a balance of probabilities that the Third Party is aware or has been made aware of information described in this paragraph, the Third Party shall be required to disclose any and all information and documentation in relation to such prohibited act, upon request of the Plaintiffs.

15. Any future shipments or attempted importations containing goods bearing unauthorized BURBERRY Trademarks or CHANEL Trademarks, or trademarks confusingly similar thereto, or bearing unauthorized substantial reproductions of the BURBERRY Copyrighted Works imported by any of the Ward Defendants, and detained by CBSA (Future Detentions) shall be delivered up by CBSA to the applicable Plaintiff upon (i) presentation of this Judgment to CBSA, and (ii) written confirmation from the applicable Plaintiff or its authorized legal counsel, that the goods bear unauthorized reproductions of any of the BURBERRY Trademarks or CHANEL Trademarks, or trademarks confusingly similar thereto, or bear unauthorized substantial reproductions of the BURBERRY Copyrighted Works.
16. The provisions of paragraph 15 shall apply to all Future Detentions:
 - a) under the name or known alias of any Ward Defendant in this action, including Juvilyn Billones Ward, Juvilyn Ward, Lyn Ward, Lhyn Guzman, Kevin Ward, Emelita Franco, Emely Franco, Sheena Gallardo, Renielee Cruz, Josephine Hipolito, Teresita

Badua, Rachel Apolinario, Jennifer Valasaco, Rachel Cruz, Rowena Villoga, Jenny Arpe, Maricel Cruz, Kelly Santos, Remy Caluban, JK & B Collections, JKB Collections, Jkb Botique aka Pochette Fame, JKB La Apparel, Victoria St. Matthew, Viktoria San Matthew, Vicky Victoria, Victoria Vicky, Viktoria Izabhella, Bennyrose Pua, Liezl Soliven, Rosalia Ventura and Rhianne Vasquez;

- b) under any additional name(s) that are added by future Orders or Judgments of this Court (Additional Name(s)); and
- c) any shipment or importation that is identified not by importer name, but rather by shipping, CBSA or other reference number, and is added by future Orders or Judgments of this Court (Additional Shipment(s)).

17. The Plaintiffs may seek to add any Additional Name(s) by way of informal motion through a letter to this Court filed in conjunction with affidavit evidence, and the Additional Name(s) will be added to this Judgment upon establishing on a balance of probabilities that: (i) the goods identified by CBSA in a given detention bear unauthorized reproductions of any of the BURBERRY Trademarks or CHANEL Trademarks, or trademarks confusingly similar thereto, or bear unauthorized substantial reproductions of the BURBERRY Copyrighted

Works, and (ii) the shipment or importation is connected to one or more of the Ward Defendants.

18. The Plaintiffs may seek to add any Additional Shipment(s) by way of informal motion through a letter to this Court filed in conjunction with affidavit evidence, and the Additional Shipment(s) will be added to this Judgment upon establishing on a balance of probabilities that: (i) the goods identified by CBSA in a given detention bear unauthorized reproductions of any of the BURBERRY Trademarks or CHANEL Trademarks, or trademarks confusingly similar thereto, or bear unauthorized substantial reproductions of the BURBERRY Copyrighted Works, and (ii) the shipment or importation is connected to one or more of the Ward Defendants.
19. The Ward Defendants shall pay to Burberry Limited and Burberry Canada Inc. the aggregate amount of \$515,000, as compensatory damages for trademark infringement and as statutory damages for copyright infringement, payable jointly and severally.
20. The Ward Defendants shall pay to Chanel Limited and Chanel ULC the aggregate amount of \$394,000, as compensatory damages for trademark infringement, payable jointly and severally.
21. The Ward Defendants shall pay to the Plaintiffs the amount of \$100,000, as punitive and exemplary damages, payable jointly and severally.

22. The Ward Defendants shall pay to the Plaintiffs their costs and disbursements in amounts to be determined by the Court following receipt of the Plaintiffs' costs submissions.

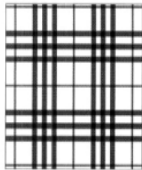
23. The Ward Defendants shall pay to the Plaintiffs post-judgment interest on the amounts awarded in paragraphs 19, 20 and 21, calculated from the date of this Judgment at 3.8%.


"Elizabeth Walker"


Judge


SCHEDULE A



	Trademark	Registration No.	Date of first use:	Registration Date:	Goods
BURBERRY	BURBERRY	TMDA40313	(1) 1922 (2) 1922 (registration basis of use/ registration in United Kingdom) (3) June 01, 1987 (4) September 1979 (5) March 1984 (6) March 1982 (7) January 1999 (8) July 27, 2005 (9) 2005 (registration basis of use/	July 28, 1926	(1) Men's top coats, ladies topcoats, skirts, ladies jackets, men's wool raincoats and scarves, textile articles, namely shawls, handkerchiefs and rugs. (2) Topcoats, raincoats, trenchcoats, jackets, capes, trousers, slacks, skirts, waistcoats, shirts, blouses, hats, caps, berets, scarves, ties, cardigans, jumpers, sweaters, pullovers, articles of knitwear, namely jumpers, pullovers, slipovers, knitted waistcoats, cardigans, jackets, sweaters and socks. (3) Key rings; tie pins and cuff links; sports equipment namely, golf equipment and accessories namely, bags, gloves, hats, caps, shoes, golf club covers, waterproof suits, umbrellas and golf bag covers. (4) Luggage, handbags, travelling bags, holdalls, purses, wallets and umbrellas. (5) Shoes and slippers. (6) Sports equipment namely, tennis rackets, tennis racket covers, tennis racket holders and sports bags. (7) Non-medicated toilet preparations, perfumes, cosmetics preparations for the teeth and for the hair, soaps, shampoos, anti-perspirants, eau de cologne and toilet water, essential oils, shaving preparations and pot pourri. (8) Sunglasses, spectacles, optical glasses, fitted frames for the aforesaid goods; cases and holders for the aforesaid goods; parts and fittings for the aforesaid goods; cases and holders for portable computers and mobile telephones; watches and fittings, wrist watches and straps and bracelets therefor, jewellery, tie-pins and cuff links.




BURBERRYS	BURBERRYS	TMDA40314	(1) 1922 (2) 1922 (registration basis of use/ registration in United Kingdom) (3) 1991 (registration basis of use/ registration in United Kingdom)	July 28, 1926	(1) Men's top coats, ladies topcoats, skirts, ladies jackets, men's wool raincoats and scarves, textile articles, namely shawls, handkerchiefs and rugs; (2) Topcoats, raincoats, trenchcoats, jackets, capes, trousers, slacks, skirts, waistcoats, shirts, blouses, hats, caps, berets, scarves, ties, cardigans, jumpers, sweaters, pullovers, articles of knitwear, namely jumpers, pullovers, slipovers, knitted waistcoats, cardigans, jackets, sweaters and socks; (3) Spectacles, sunglasses and sun goggles; fitted cases, frames and lenses, all for sunglasses, sun goggles and for spectacles.
BURBERRYS	BURBERRYS	TMA295769	(1) August 1981	October 5, 1984	(1) Non-medicated creams, lotions, gels and powders, all for the skin; aftershave lotion, perfumes, soaps, shampoos, creams and lotions for setting and conditioning the hair; anti-perspirants, eau de cologne and toilet water.
	BURBERRY CHECK Design (no colour)	TMA611,569	(1) 1927	May 31, 2004	(1) Clothing, namely coats, raincoats, blousons, casual coats, polo shirts, blouses, dresses, pyjamas, knitwear, shorts, trousers, suits, skirts, jackets, hosiery, caps, baseball caps, headbands, sun visors, flat caps, shoes, boots, sandals, flip flops, wellington boots, sports clothing, sports footwear; tracksuits, ready-made linings, ties, belts (clothing), wraps,

			(3) 1975 (4) 1994		<p>kits, grooming kits, masks, jewellery cases, golf bags, club covers and score kits, address books, photo albums and frames, writing sets and dog coats.</p> <p>(3) Materials used in clothing and luggage, namely fabrics, leather, and imitations of leather.</p> <p>(4) Non-medicated toilet preparations, perfumes, cosmetics preparations for the teeth and for the hair, soaps, shampoos, anti-perspirants, eau de cologne and toilet water, essential oils, shaving preparations and pot pourri.</p>
	<p>PLAID DESIGN</p> <p>(colour)</p>	TMA399,916	(1) October 1927 (2) October 1975	July 03, 1992	<p>(1) Textiles fabrics, clothing, namely coats, raincoats, skirts, jackets, sweaters, scarves, ties, shawls, hats, gloves, slippers and belts.</p> <p>(2) Furnishings, namely handbags, wallets, purses, key cases, suitcases, bags, sewing kits, make up holders (namely small portable cases adapted to hold cosmetics such as lipstick, eye shadow, blush and so forth), grooming kits (namely small portable cases to hold personal care items, such as combs, brushes, razors, manicure tools, and so forth), flasks, other luggage, umbrellas, and jewelry and jewelry cases, golf bags, club covers and score kits,</p>

	(Colour Version)			<p>shirts, blouses, dresses, pyjamas, knitwear, namely jumpers, pullovers, slipovers, knitted waistcoats, cardigans, knitted jackets, knitted gloves, knitted scarves, knitted ties, sweaters and socks, shorts, trousers, suits, skirts, jackets, hosiery, headwear, namely hats, caps, headbands, kerchiefs and earmuffs, footwear, namely shoes, boots, sandals, athletic shoes and overshoes, sports clothing, sports footwear; tracksuits, ready-made linings for garments, ties, belts (clothing), wraps, serapes,</p>
			(2) October 1975	<p>(2) Articles of luggage, suitcases, bags, travelling bags, holdalls, handbags, wallets, purses, shoulder bags; toiletries and cosmetic bags, brief cases, satchels and portfolios, cases for personal organisers, parasols, umbrellas, walking sticks; key fobs and key holders; sewing kits, grooming kits, flasks, jewellery cases, golf bags, club covers and score kits, address books, photo albums and frames, writing sets and dog coats.</p>
			(3) August 1989	<p>(3) Packaged foods, namely chocolates, fudge, candies, cakes, plum puddings, teas, coffees, vinegar, oil, condiments, preserves, biscuits, and spiced fruits.</p>
			(4) January 1997	<p>(4) Non-medicated toilet preparations, namely eau de perfume, eau de toilette and shower gel, perfumes, soaps, shampoos. and shaving</p>

			basis of use/ registration in United Kingdom)		namely jumpers, pullovers, slipovers, knitted waistcoats, cardigans, knitted jackets, knitted gloves, knitted scarves, knitted ties, sweaters and socks, shorts, trousers, suits, skirts, jackets, hosiery, headwear, namely hats, caps, headbands, kerchiefs and earmuffs, footwear, namely shoes, boots, sandals, athletic shoes and overshoes, sports clothing, sports footwear; tracksuits, ready-made linings for garments, ties, belts (clothing), wraps, serapes, scarves, shawls and stoles, gloves; articles of luggage, suitcases, bags, travelling bags, holdalls, handbags, wallets, purses, shoulder bags; toiletries and cosmetic bags, brief cases, satchels and portfolios, cases for personal organisers, parasols, umbrellas, walking sticks; key fobs and key holders; dog coats; non-medicated toilet preparations, perfumes, cosmetics preparations for the teeth and for the hair, soaps, shampoos, anti-perspirants, eau de cologne and toilet water, essential oils for personal use, shaving preparations and pot pourri.
			(6) August 12, 2003		(6) Anti-perspirants, eau de cologne and toilet water.
	BURBERRY CHECK (Colour Version)	TMA675605	(1) October 05, 2006	October 25, 2006	(1) Sunglasses, spectacles, optical glasses, fitted frames for the aforesaid goods; cases and holders for the aforesaid goods; parts and fittings for all the aforesaid goods; cases and

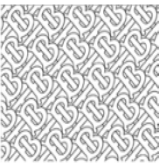
			(registration basis of use/ registration in United Kingdom)		cases for spectacles and sunglasses, cases for mobile telephones and cases for portable computers, watches, clocks, wrist watches, jewellery, silverware, tie-pins and cufflinks.
	BURBERRYS' DESIGN	TMA112,020	(1) 1915 (2) 1915 (3) July 14, 1987 (4) September 1979 (5) March 1984 (6) March 1982 (7) 1991 (registration basis of use/ registration in United Kingdom)	October 31, 1958	(1) Cloths and stuffs of wool, worsted or hair. (2) Articles of clothing namely, top coats, over coats, raincoats, jackets and trousers. (3) Key rings; tie pins and cuff links. (4) Luggage, handbags, travelling bags, holdalls, purses, wallets and umbrellas. (5) Shoes and slippers. (6) Sports equipment namely, golf equipment and accessories namely, bags, gloves, hats, caps, shoes, golf club covers, waterproof suits, umbrellas and golfbag covers. (7) Spectacles, sunglasses and sun goggles; fitted cases, frames and lenses, all for sunglasses, sun goggles and for spectacles.
	EQUESTRIAN KNIGHT DESIGN	TMA572,440	January 1999	December 17, 2002	Articles of luggage, suitcases, athletic and sports bags, beach bags, carry-on bags, clutch bags, duffle bags and gym bags, overnight bags, school bags, tote bags, garment bags, travelling bags, holdalls, handbags, wallets, purses

	EQUESTRIAN KNIGHT DESIGN	TMA161,839	<p>(1) 1922 (registration basis of use/ registration in United Kingdom)</p> <p>(2) 1991 (registration basis of use/ registration in United Kingdom)</p> <p>(3) September 11, 1991</p> <p>(4) September 20, 2005</p> <p>(5) 2005 (registration basis of use/ registration in United Kingdom)</p>	March 28, 1969	<p>(1) Coats, topcoats, jackets, suits, waistcoats, skirts, hats, caps, neckties, sweaters, pullovers and scarves.</p> <p>(2) Spectacles, sunglasses and sun goggles; frames and lenses, all for use with sunglasses, sun goggles and spectacles.</p> <p>(3) Fitted cases for use with sunglasses, sun goggles and spectacles.</p> <p>(4) Watches and fittings, wrist watches and straps and bracelets therefor, jewellery, tie pins and cuff links, silverware, cases for portable computers and mobile telephones, articles of luggage, suitcases, athletic and sports bags, carry-on bags, clutch bags, tote bags, holdalls, handbags, wallets, pursues, shoulder bags; bags for carrying or storing toiletries and cosmetics, brief cases, satchels and portfolios, umbrellas, walking sticks; key fobs and key holders.</p> <p>(5) Watches, wrist watches, jewellery, tie-pins and cuff links.</p>
	EQUESTRIAN KNIGHT DESIGN	TMA471453	(1) March 17, 1990 (registration basis of use/registration in United Kingdom)	February 21, 1997	(1) Non-medicated toilet preparations namely, eau de parfum spray, body moisturiser, body cream, bath gel and dusting powder, perfumes, and soaps
	THOMAS BURBERRY MONOGRAM	TMA1128800	2018	May 17, 2022	(1) Non-medicated toilet preparations, namely perfumes, eau de cologne, eau de toilette, toilet water and aftershave; cosmetics: glitter for cosmetic

				<p>mouthwash, nail shampoo and conditioner; nail care preparations and nail polish, false nails; soaps for personal use; body soaps, hand soaps, liquid soaps for personal use; antiperspirants and deodorants for personal use, namely essential oils and massage oil for personal use; pot-pourri, room fragrance and incense; cleaning and care preparations for leather goods and non-leather goods and imitation leather goods.</p> <p>(2) Sunglasses, spectacles, optical glasses, fitted frames and lenses for the aforesaid goods, cases and holders for the aforesaid goods, and parts and fittings for all the aforesaid goods; cases and holders for portable electronic devices such as smart phones, laptop computers and tablets, headphones, earphones; mouse mats; camera cases; cell phones, smart phones, smart watches, tablets, laptop computers; mobile phone accessories namely mobile phone covers and skins, lanyards for mobile phones, mobile phone fascias.</p> <p>(3) Watches, clocks and parts, fittings and cases for all the aforesaid goods; watch straps and bracelets therefor; jewellery; imitation jewellery; tie-pins, tie clips and cuff links; personal articles made of precious metals</p> <p>or coated therewith, such as</p>
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(4) Leather and imitations of leather; bags of leather and imitation leather such as vinyl treated canvas, holdalls, handbags, shoulder bags, crossbody bags, beach bags, bucket bags, canvas bags, tote bags, drawstring bags, clutch bags; trunks, valises, suitcases, travelling bags, garment bags, bum-bags, vanity cases (empty), baby bags, baby carriers, baby harnesses, rucksacks, satchels, shopping bags, wheeled shopping bags and trolleys; purses, pouches; wallets; key holders, namely key cases; card holders; pochettes; labels and luggage labels, leather tags; cosmetic cases and bags (not fitted), cases for manicure sets (empty); tie cases; leather boxes; umbrellas, parasols; clothing for pets; horse blankets; collars and leashes for animals.

(5) Textile for clothes and upholstery; bed blankets; bed covers; bed linen; cot linen; duvets; mattress covers; pillowcases; quilts and eiderdowns; bed sheets; beach towels, bath towels, hand towels, textile face towels; face cloths; fabrics and linings such as finished textile linings for garments; table linen; table covers; placemats of textile; unfitted fabric furniture covers, curtains, textile wall hangings; cushion covers; handkerchiefs; travel rugs, picnic blankets; pet blankets; textile labels; textile articles, namely handkerchiefs; textile bags carried as fashion accessories.

				<p>trousers, ties, cardigans, jumpsuits; jumpers; sweaters; pullovers; hoodies; articles of knitwear namely jumpers, pullovers, slipovers, knitted waistcoats, cardigans, jackets, sweaters and socks; swimwear; underwear; baby grows (aka sleepers or one-piece pajamas or onesies); footwear, namely shoes, boots, sliders, sandals, slippers, trainers, sneakers, heeled shoes; headgear namely hats, caps, beanies, and headbands; belts; textile articles, namely shawls, bandanas, and scarves.</p>
	<p>THOMAS BURBERRY MONOGRAM PRINT (no color designation)</p>	<p>TMA112879 9</p>	<p>2018</p>	<p>1) Non-medicated toilet preparations, namely perfumes, eau de cologne, eau de toilette, toilet water and aftershave; cosmetics; glitter for cosmetic purposes; bath and shower preparations, namely gels, body wash, foams, bubble bath, creams, and bath oil; body and skin care preparations, namely moisturiser and lotion; preparations for teeth and for hair, namely toothpaste, mouthwash, hair shampoo and conditioner; nail care preparations and nail polish, false nails; soaps for personal use; body soaps, hand soaps, liquid soaps for personal use; antiperspirants and deodorants for personal use, namely essential oils and massage oil for personal use; pot-pourri, room fragrance and incense; cleaning and care preparations for leather goods and non-leather goods and imitation leather goods.</p>

				<p>portable electronic devices such as smart phones, laptop computers and tablets, headphones, earphones; mouse mats; camera cases; cell phones, smart phones, smart watches, tablets, laptop computers; mobile phone accessories namely mobile phone covers and skins, lanyards for mobile phones, mobile phone fascias.</p> <p>(3) Watches, clocks and parts, fittings and cases for all the aforesaid goods; watch straps and bracelets therefor; jewellery; imitation jewellery; tie-pins, tie clips and cuff links; personal articles made of precious metals or coated therewith, such as earrings, key rings, charms, badges, shoe ornaments, necklace, bracelets, jewellery boxes and cases; model figures and figures of precious metal; cufflink cases; key holders.</p> <p>(4) Leather and imitations of leather; bags of leather and imitation leather such as vinyl treated canvas, holdalls, handbags, shoulder bags, crossbody bags, beach bags, bucket bags, canvas bags, tote bags, drawstring bags, clutch bags; trunks, valises, suitcases, travelling bags, garment bags, bum-bags, vanity cases (empty), baby bags, baby carriers, baby harnesses, rucksacks, satchels, shopping bags, wheeled shopping bags and trolleys; purses, pouches; wallets; key holders, namely key cases; card holders; nochettes; labels and</p>
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duvets; mattress covers; pillowcases; quilts and eiderdowns; bed sheets; beach towels, bath towels, hand towels, textile face towels; face cloths; fabrics and linings such as finished textile linings for garments, table linen; table covers; placemats of textile; unfitted fabric furniture covers, curtains, textile wall hangings; cushion covers; handkerchiefs; travel rugs, picnic blankets; pet blankets; textile labels; textile articles, namely handkerchiefs; textile bags carried as fashion accessories.



(6) Clothing, such a coats, raincoats, trench coats, jackets, puffer jackets, quilted jackets and coats, capes, ponchos, waistcoats, blazers; suits; skirts; dresses; trousers; slacks; shorts; jeans; shirts; t shirts; polo shirts; blouses; ties; cardigans; jumpsuits; jumpers; sweaters; pullovers; hoodies; articles of knitwear namely jumpers, pullovers, slipovers, knitted waistcoats, cardigans, jackets, sweaters and socks; swimwear; underwear; baby grows (aka sleepers or one-piece pajamas or onesies); footwear, namely shoes, boots, sliders, sandals, slippers, trainers, sneakers, heeled shoes; headgear namely hats, caps, beanies, and

SCHEDULE B

CHANEL	CHANEL	TMA194,870	(1) February 4, 1972	October 19, 1973	(1) Watches
	CHANEL	TMA143,648	(1) 1925	January 28, 1966	GOODS (1) Wearing apparel for women, namely ensembles, tailor-made suits, dresses, jackets, blouses and neckwear, namely, silk neckerchiefs, silk squares and scarves.
			(2) 1925		(2) Buttons, pins and artificial jewellery.
			(3) 1925		(3) Jewellery.
			(4) April 6, 1972		(4) Shoes and leather goods, namely wallets, pocketbooks, purses and belts.
			(5) March 22, 1985		(5) Neckties, belts made of metal, fabric, synthetic materials or combinations of these with leather.
			(6) September 4, 1986		(6) Hair accessories, namely, pins, bows, hair bands, clips; artificial flowers.



			(7) February 18, 1987		(7) Lighters.
			(1) February 18, 1987		SERVICES (1) Operation of boutiques selling clothing, perfumery, and accessories.
	CHANEL	UCA18468	(1) 1920	August 12, 1943	(1) Toilet preparations, namely perfume, eau de cologne, eau de toilette, bath powder, bath oil, after bath oil, body crème, milk bath crème, bathing gel, soap, eau de parfum, after shave, after shave moisturizer, shave cream, after shave balm, cologne, deodorant stick, moisture balm, protective skin conditioner.

			(2) December 28, 1984		(2) Cosmetic products, namely skin creams, beauty masks, body lotion, moisturizers, blush, liquid and crème makeup, toner, freshner, lip makeup, nail enamel, nail enamel remover, nail and cuticle treatment, powder, eye makeup, skin cleansers, makeup remover, makeup brushes.
	CHANEL	TMA569,181	(1) June, 1992	October 21, 2002	(1) Eyeglasses, sunglasses, frames and cases therefor.
	CC Design	TMA534,356	(1) June, 1992	October 11, 2000	(1) Eyeglasses, sunglasses, frames and cases therefor.

					jackets, sweaters, cardigans and strapless bras; costume jewellery; leather goods, namely handbags, belts, leather purses, pouches; accessories, namely barrettes, gloves, ties, shawls, scarves, cloth and chain belts.
	CC Design	TMA687,122	(1) March 1, 2001	May 8, 2007	(1) Towels, blankets, decorative pillows.
	CC Design	TMA649,677	(1) March 15, 2004	October 5, 2005	(1) Handbags.
	CC Design	UCA18537	(1) 1920	August 12, 1943	(1) Toilet preparations, namely perfume, eau de cologne, eau de toilette, bath powder, bath oil, after bath oil spray, body lotion, body crème, milk bath crème. bathina ael.

		(2) August 8, 1986	(2) Costume jewelry
		(3) September 4, 1986	(3) Hair accessories, namely, pins, bows, hair bands, clips; artificial flowers.
		(4) January 25, 1988	(4) Men's and woman's clothing, namely neckties, hats, shawls, belts, suits, jackets, skirts, dresses, pants, blouses, tunics, sweaters, cardigans, T-shirts, coats, hairbows; shoes.
		(5) January 25, 1988	(5) Cosmetic products, namely skin creams, beauty masks, body lotion, moisturizers, blush, liquid and crème makeup, toner, freshner, lip makeup, nail enamel, nail enamel remover, nail and cuticle treatment, powder, eye makeup, skin cleansers, makeup remover; makeup brushes.

	Trademark	Registration No.	Date of first use:	Registration Date:	Goods/Services
	CC Design	TMA339,904	(1) February 11, 1988	May 6, 1988	(1) Operation of boutiques selling clothing, perfumery, and accessories.

		
	TB Pattern Hero	1154763
	TB Pattern Hero Greyscale Upright	1153516
	TB Pattern Reverse	1154762
	TB Pattern B&W	1154764
	TB Monogram	

SCHEDULE D**BURBERRY**

Date:	Instance:
Apr 20, 2021	Importation of 2 Counterfeit BURBERRY items, specifically, 1 water bottle/canister and 1 bag, under the name Juvilyn Billones WARD, Airway bill number DHL A1X-3086114172
Apr 20, 2021	Unauthorized advertisement and offering for sale of various Counterfeit BURBERRY items, namely handbags, posted on Facebook page "Jkb Botique"
June 16, 2021	Importation of 14 Counterfeit BURBERRY items, specifically clothing, hats, sunglasses, under the name, Rose Magsino ROXAS, Airway bill number FedEx 400-773895602072
July 2021	Importation of 25 Counterfeit BURBERRY items, specifically clothing, under the name Juvilyn WARD, Airway bill number A1X-1930418464
Sept 23, 2021	Importation of 12 Counterfeit BURBERRY items, specifically clothing, including items with the BURBERRY Copyrighted Works, under the name Emelita FRANCO, Airway Bill number DHL A1X-2547188674

Date:	Instance:
Sept 29, 2021	Importation of 2 Counterfeit BURBERRY items, specifically 2 wallets, under the name Sheena GALLARDO, Airway Bill number DHL A1X-3752730236
Oct 23, 2021	<p>Two unauthorized advertisements and offering for sale, namely:</p> <ul style="list-style-type: none"> • 1 Counterfeit BURBERRY water bottle/canister, and • various Counterfeit BURBERRY handbags/ purses <p>posted on Facebook page "Viktoria San Matthew"</p>
Nov 4, 2021	Unauthorized advertisement and offering for sale of various Counterfeit BURBERRY items, namely handbags, posted on Facebook page "Viktoria San Matthew"
Nov 9, 2021	Importation of 2 Counterfeit BURBERRY items, specifically phone cases, under the name Lyn WARD, Airway Bill number DHL A1X-5539639092
Nov 30, 2021	<p>Two unauthorized advertisements and offerings for sale of various Counterfeit BURBERRY handbags/ purses posted on Facebook page "Viktoria San Matthew"</p>

Date:	Instance:
Dec 1, 2021	Two unauthorized advertisements and offerings for sale of various Counterfeit BURBERRY handbags/purses posted on Facebook page "Viktoria San Matthew"
Dec 7, 2021	Unauthorized advertisement and offering for sale of Counterfeit BURBERRY towel posted on Facebook page "Viktoria San Matthew"
Dec 20, 2021	Unauthorized advertisement and offering for sale of various Counterfeit BURBERRY handbags/purses and a hat posted on Facebook page "Viktoria San Matthew"
Jan 7/8, 2022	Unauthorized advertisement and offering for sale of various Counterfeit BURBERRY clothing items posted on Facebook page "Viktoria San Matthew"
Jan 11, 2022	Unauthorized advertisement and offering for sale of Counterfeit BURBERRY clothing item posted on Facebook page "Viktoria San Matthew"

Date:	Instance:
Jan 11, 2022	Unauthorized advertisement and offering for sale of Counterfeit BURBERRY bedsheets posted on Facebook page "Viktoria San Matthew"
Jan 14, 2022	Importation of 8 Counterfeit BURBERRY items, specifically clothing, with the BURBERRY Copyrighted Works, under the name Kevin WARD, Airway Bill number DHL A1X-2730295761
Jan 22, 2022	Unauthorized advertisement and offering for sale of Counterfeit BURBERRY pouch posted on Facebook page "Viktoria San Matthew"
Jan 25, 2022	Unauthorized advertisement and offering for sale of Counterfeit BURBERRY facemasks posted on Facebook page "Viktoria San Matthew"
Feb 1, 2022	Unauthorized advertisement and offering for sale of Counterfeit BURBERRY facemasks and handbags during a live broadcast on Facebook page "Viktoria San Matthew" 718 Comments and 17 Shares at conclusion of live video (p.1649);

Date:	Instance:
	attendees from Seattle and California (p.1636, 1638)
Feb 4, 2022	<p>Unauthorized advertisement and offering for sale of Counterfeit BURBERRY clothing namely a jacket and handbags during a live broadcast on Facebook page "Viktoria San Matthew"</p> <p>330 Comments and 40 Shares at last capture of live video (p.1660)</p>
Feb 24, 2022	<p>Unauthorized advertisement and offering for sale of Counterfeit BURBERRY handbags during a live broadcast on Facebook page "Viktoria San Matthew"</p> <p>Appeared on other streams/cross-posted to: Filipino Canadian Small Business, Edmonton Filipino Business Directory, Filipinos in Alberta, Canada, Filipino Tambayan sa Canada, Vancouver/Isle Filipino Marketplace, Edmonton Small Business Owners, Edmonton Filipinos Buy and Sell, #pinoyCanada British Columbia, Pinoy Tambayan - Edmonton, Saint Albert Bahay Kubo, phFILIPINO BUY AND SELLph, PINOY PALENGKE Edmonton & Calgary (Manila / Philippines) (pp. 1710-1717)</p> <p>380 Comments, 32 Shares at last capture of live video (p. 1709)</p>
Feb 28, 2022	<p>Unauthorized advertisement and offering for sale of various Counterfeit BURBERRY clothing items namely dresses in different styles, during a live broadcast on Facebook page "Viktoria San Matthew"</p>

Date:	Instance:
Feb 28, 2022	Purchase of 3 Counterfeit BURBERRY items, handbags during a live broadcast on Facebook page "Viktoria San Matthew"
July 13, 2022	<p>Two Importations:</p> <ul style="list-style-type: none"> • Importation of 14 Counterfeit BURBERRY items, specifically clothing, including items bearing the BURBERRY Copyrighted Works, under the name Juvilyn WARD, Airway bill number FedEx 400-777308127465, and • Importation of 2 Counterfeit BURBERRY items, specifically clothing, under the name Juvilyn WARD, Airway bill number FedEx 400-777308136768
July 19, 2022	Importation of 3 Counterfeit BURBERRY items, specifically 1 hat, 2 clothing, under the name Juvilyn WARD, Airway bill number A1X-4429258330
Oct 25, 2022	<p>Unauthorized advertisement and offering for sale of various Counterfeit BURBERRY items, specifically clothing (shirts/tops in different styles and colours), including items bearing the BURBERRY Copyrighted Works, during a live broadcast on Facebook page "Vicky Victoria"</p> <p>180 Comments and 60 Shares at last capture of live video (p. 1740)</p>
Dec 27, 2022	Unauthorized offering for sale of 2 Counterfeit BURBERRY handbags on Facebook Messenger Live Chat with "Vicky Victoria"

Date:	Instance:
Dec 30, 2022	Unauthorized advertisement and offering for sale of Counterfeit BURBERRY clothing items namely coats, jackets/blazers in different colours, during a live broadcast on Facebook page "Vicky Victoria"
Dec 2022/ Jan 2023	Unauthorized advertisement of a Counterfeit BURBERRY handbag during a live broadcast on Facebook page "Vicky Victoria"
Jan 5, 2023	Purchase of 1 Counterfeit BURBERRY handbag from Facebook page "Vicky Victoria"
Jan 10, 2023	<p>Two Importations:</p> <ul style="list-style-type: none"> • Importation of 10 Counterfeit BURBERRY items, specifically t-shirts, under the name and Josephine HIPOLITO, Airway bill number DHL A1X-5228544064, and • Importation of 4 Counterfeit BURBERRY items, specifically scarves, under the name Teresita BADUA, Airway bill number DHL A1X-8050569192
Jan 13, 2023	Importation of 1 Counterfeit BURBERRY item, specifically a handbag, under the name Rachel APOLINARIO, Airway bill number DHL A1X-1052846130

Date:	Instance:
Jan 18, 2023	<p>Two Importations:</p> <ul style="list-style-type: none"> • Importation of 6 Counterfeit BURBERRY items, specifically pajama sets (shirt and pants), under the name Rachel APOLINARIO, Airway bill number DHL A1X-6339169675, and • Importation of 6 Counterfeit BURBERRY items, specifically pajama sets (shirt and pants), under the name Juvilyn WARD, Airway bill number DHL A1X-6106509452
Jan 31, 2023	<p>Importation of 5 Counterfeit BURBERRY items, specifically pajama sets (shirt and pants), including items bearing the BURBERRY Copyrighted Works, under the name Renielee CRUZ, Airway bill number DHL A1X-1019287636</p>
Feb 16, 2023	<p>Importation of 5 Counterfeit BURBERRY items, specifically 3 clothing, 2 sunglasses, including items bearing the BURBERRY Copyrighted Works, under the name Bennyrose PUA, Airway bill number DHL A1X-2342730902</p>
Feb 17, 2023	<p>Two Importations:</p> <ul style="list-style-type: none"> • Importation of Counterfeit BURBERRY item, specifically 1 sunglasses, bearing the BURBERRY Copyrighted Works, under the name Rosalia VENTURA, Airway bill numbers

Date:	Instance:
	<p>DHL A1X-2372739781, DHL A1X-2342739781, and</p> <ul style="list-style-type: none"> • Importation of 10 Counterfeit BURBERRY items, specifically 2 sunglasses, 8 shirts, including items bearing the BURBERRY Copyrighted Works, under the name Rhianne VASQUEZ, Airway bill number DHL A1X-9286595485
Mar 8, 2023	<p>Unauthorized advertisement and offering for sale of Counterfeit BURBERRY items, namely travel bag, handbags, clothing items, including dresses, umbrella and packaging, during a live broadcast on Facebook page "Victoria Vicky"</p> <p>172 Comments and 16 Shares by last capture of live stream (p.1745)</p>
July 4, 2023	<p>Unauthorized advertisement of Counterfeit BURBERRY items, namely dresses, hats and handbags, during a live broadcast on Facebook page "Viktoria Izabhella"</p> <p>Appeared on other streams/cross-posted to: Filipino Canadian Small Business, Edmonton Black Buy & Sell Items, Kabayan in Edmonton Buy and Sell (Open to Public), Edmonton Pinoy Buy and Sell Group (Open to the Public), Pinoy's Red Deer, Filipino Edmonton Buy & Sell New! No Silly Stupid Admin, Filipino in Vancouver (British Columbia), Filipino Community Toronto Canada, Filipinos in Camrose, Wetaskiwin, Daysland, Bawlf, Ohaton, Edburg, Viking, Filipino Community in Alberta, Filipino-American South California Community, Filipino In Edmonton</p>

Date:	Instance:
	Southwest Buy&Sell Group, Edmonton Sari-Sari Online Store, Pinoy Tambayan - Calgary, Filipino OFW sa Canada, Fort McMurray Filipino Club, Filipino in Vancouver (British Columbia), and Filipino in Edmonton Area (pp. 2573-2619)

CHANEL

<u>Date:</u>	<u>Instance:</u>
Apr 20, 2021	Importation of 10 Counterfeit CHANEL items, specifically handbags/purses and wallets, under the name Juvilyn Billones WARD, Airway bill number DHL A1X-3086114172
Apr 20, 2021	Unauthorized advertisement and offering for sale of various Counterfeit CHANEL items, namely handbags, posted on Facebook page "Jkb Botique"
June 16, 2021	Importation of 25 Counterfeit CHANEL items, specifically a handbag, clothing and hair accessories, under the name, Rose Magsino ROXAS, Airway bill number FedEx 400-773895602072
July 2021	Importation of 12 Counterfeit CHANEL items, specifically clothing, under the name Juvilyn WARD, Airway bill number A1X-1930418464
Sept 23, 2021	Importation of 6 Counterfeit CHANEL items, specifically clothing, under the name Emelita FRANCO, Airway Bill number DHL A1X-2547188674
Sept 29, 2021	Importation of 3 Counterfeit CHANEL items, specifically 2 handbags and 1 phone case, under the name Sheena GALLARDO, Airway Bill number DHL A1X-3752730236

Date:	Instance:
Oct 23, 2021	<p>Two unauthorized advertisements and offering for sale, namely:</p> <ul style="list-style-type: none"> • 2 Counterfeit CHANEL water bottles/canisters, and • various Counterfeit CHANEL handbags/purses <p>posted on Facebook page "Viktoria San Matthew"</p>
Nov 2, 2021	<p>Unauthorized advertisement and offering for sale of various Counterfeit CHANEL headbands posted on Facebook page "Viktoria San Matthew"</p>
Nov 4, 2021	<p>Unauthorized advertisement and offering for sale of various Counterfeit CHANEL handbags posted on Facebook page "Viktoria San Matthew"</p>
Nov 9, 2021	<p>Importation of 6 Counterfeit CHANEL items, specifically 3 clothing and 3 phone cases, under the name Lyn WARD, Airway Bill number DHL A1X-5539639092</p>
Dec 1, 2021	<p>Two unauthorized advertisements and offerings for sale of various Counterfeit CHANEL handbags/purses posted on Facebook page "Viktoria San Matthew"</p>

Date:	Instance:
Dec 7, 2021	Unauthorized advertisement and offering for sale of Counterfeit CHANEL towels posted on Facebook page "Viktoria San Matthew"
Dec 20, 2021	Unauthorized advertisement and offering for sale of various Counterfeit CHANEL handbags/purses posted on Facebook page "Viktoria San Matthew"
Dec 31, 2021	Unauthorized advertisement and offering for sale of Counterfeit CHANEL including 3 bracelets posted on the Facebook page "Viktoria San Matthew"
Jan 7/8, 2022	Unauthorized advertisement and offering for sale of various Counterfeit CHANEL clothing items posted on Facebook page "Viktoria San Matthew"
Jan 11, 2022	<p>Two unauthorized advertisements and offering for sale, namely:</p> <ul style="list-style-type: none"> • various Counterfeit CHANEL clothing items, and

Date:	Instance:
	<ul style="list-style-type: none"> • Counterfeit CHANEL bedsheets <p>posted on Facebook page "Viktoria San Matthew"</p>
Jan 12/13, 2022	<p>Two unauthorized advertisements and offerings for sale, namely:</p> <ul style="list-style-type: none"> • Counterfeit CHANEL rings, and • various Counterfeit CHANEL necklaces <p>posted on Facebook page "Viktoria San Matthew"</p>
Jan 13, 2022	<p>Unauthorized advertisement and offering for sale of various Counterfeit CHANEL bracelets posted on the Facebook page "Viktoria San Matthew"</p>
Jan 14, 2022	<p>Importation of 10 Counterfeit CHANEL items, specifically clothing, under the name Kevin WARD, Airway Bill number DHL A1X-2730295761</p>
Jan 16, 2022	<p>Unauthorized advertisement and offering for sale of Counterfeit CHANEL slippers posted on the Facebook page "Viktoria San Matthew"</p>

Date:	Instance:
Jan 20, 2022	Unauthorized advertisement and offering for sale of various Counterfeit CHANEL headbands posted on the Facebook page "Viktoria San Matthew"
Jan 25, 2022	Unauthorized advertisement and offering for sale of various Counterfeit CHANEL handbags/purses on the Facebook page "Viktoria San Matthew"
Feb 1, 2022	<p>Unauthorized advertisement and offering for sale of Counterfeit CHANEL, namely handbags, 3 headbands, bracelets, a ring, various earrings and various hair clips, during a live broadcast on Facebook page "Viktoria San Matthew"</p> <p>718 Comments and 17 Shares at conclusion of live video (p.1649); attendees from Seattle and California (p.1636, 1638)</p>
Feb 4, 2022	<p>Unauthorized advertisement and offering for sale of Counterfeit CHANEL items, namely handbags, various clothing items and a pin, during a live broadcast on Facebook page Viktoria San Matthew</p> <p>330 Comments and 40 Shares at last capture of live video (p.1660)</p>
Feb 10, 2022	Two unauthorized advertisements and offering for sale, namely:

Date:	Instance:
	<ul style="list-style-type: none"> • various Counterfeit CHANEL earrings; and • various Counterfeit CHANEL necklaces during a live teaser posted on the Facebook page "Viktoria San Matthew"
Feb 23, 2022	Unauthorized advertisement and offering for sale of various Counterfeit CHANEL jewelry posted on the Facebook page "Viktoria San Matthew" during a live teaser
Feb 24, 2022	<p>Unauthorized advertisement and offering for sale of Counterfeit CHANEL handbags during a live broadcast on Facebook page "Viktoria San Matthew"</p> <p>Appeared on other streams/cross-posted to: Filipino Canadian Small Business, Edmonton Filipino Business Directory, Filipinos in Alberta, Canada, Filipino Tambayan sa Canada, Vancouver/Isle Filipino Marketplace, Edmonton Small Business Owners, Edmonton Filipinos Buy and Sell, #pinoyCanada British Columbia, Pinoy Tambayan - Edmonton, Saint Albert Bahay Kubo, phFILIPINO BUY AND SELLph, PINOY PALENGKE Edmonton & Calgary (Manila / Philippines) (pp. 1710-1717)</p> <p>380 Comments, 32 Shares at last capture of live video (p. 1709)</p>
Feb 28, 2022	Unauthorized advertisement and offering for sale of various Counterfeit CHANEL belts in different styles, during a live broadcast on Facebook page "Viktoria San Matthew"

Date:	Instance:
Feb 28, 2022	Purchase of 1 Counterfeit CHANEL item, namely a handbag, during a live broadcast on Facebook page Viktoria San Matthew
May 5, 2022	Unauthorized advertisement and offering for sale of Counterfeit CHANEL sandals with packaging, posted on the Facebook page "Viktoria San Matthew"
July 13, 2022	<p>Two Importations:</p> <ul style="list-style-type: none"> • Importation of 6 Counterfeit CHANEL items, specifically clothing, under the name Juvilyn WARD, Airway bill number FedEx 400-777308127465, and • Importation of 56 Counterfeit CHANEL items, specifically clothing, under the name Juvilyn WARD, Airway bill number FedEx 400-777308136768
July 19, 2022	Importation of 8 Counterfeit CHANEL items, specifically 1 handbag, 5 clothing, 2 sunglasses, under the name Juvilyn WARD, Airway bill number A1X-4429258330
Oct 25, 2022	Unauthorized advertisement and offering for sale of various Counterfeit CHANEL items, namely clothing, a shirt and socks, during a live broadcast on Facebook page Vicky Victoria

Date:	Instance:
	180 Comments and 60 Shares at last capture of live video (p. 1740)
Dec 2022/ Jan 2023	Unauthorized advertisements and offering for sale of Counterfeit CHANEL clothing on Facebook page "Vicky Victoria"
Jan 10, 2023	<p>Two importations:</p> <ul style="list-style-type: none"> • Importation of 8 Counterfeit CHANEL items, specifically towel sets, under the name and Josephine HIPOLITO, Airway bill number DHL A1X-5228544064, and • Importation of 3 Counterfeit CHANEL items, specifically 2 scarves, 1 water bottle/canister, under the name Teresita BADUA, Airway bill number DHL A1X-8050569192
Jan 13, 2023	Importation of 1 Counterfeit CHANEL item, specifically a handbag, under the name Rachel APOLINARIO, Airway bill number DHL A1X-1052846130
Jan 18, 2023	<p>Two importations:</p> <ul style="list-style-type: none"> • Importation of 3 Counterfeit CHANEL items, specifically pajama sets (shirt and pants), under the name Rachel APOLINARIO, Airway bill number DHL A1X-6339169675, and • Importation of 3 Counterfeit CHANEL items, specifically hats, under the name Juvilyn

Date:	Instance:
	WARD, Airway bill number DHL A1X-6106509452
Jan 31, 2023	Importation of 3 Counterfeit CHANEL items, specifically belts, under the name Renielee CRUZ, Airway bill number DHL A1X-1019287636
Feb 16, 2023	<p>Two importations:</p> <ul style="list-style-type: none"> • Importation of 3 Counterfeit CHANEL items, specifically 2 scarves, 1 shirt, under the name Bennyrose PUA, Airway bill number DHL A1X-2342730902 and • Importation of 38 Counterfeit CHANEL items, specifically 27 skorts (skirt-shorts), 2 sunglasses, 9 fashion jewelry, under the name Liezl SOLIVEN, Airway bill number DHL A1X-2342735393
Feb 17, 2023	<p>Two importations:</p> <ul style="list-style-type: none"> • Importation of 5 Counterfeit CHANEL items, specifically 3 scarves, 2 sunglasses, under the name Rosalia VENTURA, Airway bill numbers DHL A1X-2372739781, DHL A1X-2342739781, and • Importation of 5 Counterfeit CHANEL items, specifically 3 sunglasses, 2 shirts, under the name Rhianne VASQUEZ, Airway bill number DHL A1X-9286595485

Date:	Instance:
Mar 8, 2023	Unauthorized advertisement and offering for sale of Counterfeit CHANEL items, namely, handbags, clothing items, including dresses, umbrella and packaging, during a live broadcast on Facebook page "Victoria Vicky"
July 4, 2023	<p>Unauthorized advertisement of Counterfeit CHANEL items, namely clothing items, including various t-shirts in different designs and colours, skirts, accessories, including hats and a make-up case and handbags, during a live broadcast on Facebook page "Viktoria Izabhella"</p> <p>Appeared on other streams/cross-posted to: Filipino Canadian Small Business, Edmonton Black Buy & Sell Items, Kabayan in Edmonton Buy and Sell (Open to Public), Edmonton Pinoy Buy and Sell Group (Open to the Public), Pinoy's Red Deer, Filipino Edmonton Buy & Sell New!!No Silly Stupid Admin, Filipino in Vancouver (British Columbia), Filipino Community Toronto Canada, Filipinos in Camrose, Wetaskiwin, Daysland, Bawlf, Ohaton, Edburg, Viking, Filipino Community in Alberta, Filipino-American South California Community, Filipino In Edmonton Southwest Buy&Sell Group, Edmonton Sari-Sari Online Store, Pinoy Tambayan - Calgary, Filipino OFW sa Canada, Fort McMurray Filipino Club, Filipino in Vancouver (British Columbia), and Filipino in Edmonton Area (pp. 2573-2619)</p>

FEDERAL COURT
SOLICITORS OF RECORD

DOCKET: T-1553-22

STYLE OF CAUSE: BURBERRY LIMITED; BURBERRY CANADA INC.;, CHANEL LIMITED; AND CHANEL ULC v JUVILYN BILLONES WARD, AKA JUVILYN WARD, AKA LYN WARD, AKA LHYN GUZMAN, AND ALSO HAVING USED THE NAMES RENIELEE CRUZ, JOSEPHINE HIPOLITO, TERESITA BADUA, RACHEL APOLINARIO, JENNIFER VALASACO, RACHEL CRUZ, ROWENA VILLOGA, JENNY ARPE, MARICEL CRUZ, KELLY SANTOS AND REMY CALUBAN; KEVIN WARD; EMELITA FRANCO, AKA EMELY FRANCO; SHEENA GALLARDO; SOMETIME DOING BUSINESS AS JK & B COLLECTIONS, JKB COLLECTIONS, JKB BOTIQUE AKA POCHETTE FAME, JKB LA APPAREL, VICTORIA ST. MATTHEW, VIKTORIA SAN MATTHEW, AND VICKY VICTORIA

PLACE OF HEARING: VANCOUVER, BRITISH COLUMBIA

DATE OF HEARING: JULY 19, 2023

JUDGMENT AND REASONS: WALKER J.

DATED: SEPTEMBER 19, 2023

APPEARANCES:

Karen F. MacDonald
Charn Sidhu

FOR THE PLAINTIFFS

SOLICITORS OF RECORD:

Cassels Brock & Blackwell LLP
Barristers and Solicitors
Vancouver, British Columbia

FOR THE PLAINTIFFS