

Filing # 110054089 E-Filed 07/10/2020 10:38:20 AM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

**Grey Enterprises LLC, a Florida limited  
liability company,**

*Plaintiff,*

v.

**Nicole Vanegas, an individual,**

*Defendant.*

**COMPLAINT**

Grey Enterprises LLC files this Complaint against Nicole Vanegas, and alleges:

**Parties, Jurisdiction, and Venue**

1. This is a claim for money damages in excess of \$30,000, exclusive of interests, costs, and attorneys' fees.
2. Plaintiff Grey Enterprises LLC ("Grey Enterprises") is a limited liability corporation organized under the laws of the State of Florida with its principal address in Boca Raton, Florida.
3. Defendant Nicole Vanegas is an individual over the age of 18, is a resident of the State of California, and is otherwise *sui juris*.
4. Defendant Nicole Vanegas is subject to personal jurisdiction in the State of Florida, under Florida Statute § 48.193(1)(a)(2) because she committed tortious acts within this state as described below. *See Internet Solutions Corporation v. Tabatha Marshall*, 39 So. 3d 1201 (Fla. 2010).
5. Venue is proper in Palm Beach County, Florida because the actions and omissions giving rise to the claims in this case were directed to and caused damages to Grey Enterprises in Palm Beach County, Florida.

### General Allegations

6. Grey Enterprises operates an Amazon.com storefront called PurchaseDirect PD.

7. Through the PurchaseDirect PD storefront on Amazon.com, Grey Enterprises sells, among other things, authentic Movado watches purchased for re-sale through as authorized Movado distributor.

8. Between September 2016 and January 2020, Grey Enterprises sold over 7,000 items worth approximately \$1,400,000 through the PurchaseDirect PD storefront on amazon.com. Of those sales, Grey Enterprises sold approximately \$425,000 worth of authentic Movado watches to over 1,800 satisfied customers between November 17, 2019 and January 8, 2020.

9. On or about December 20, 2019, Defendant purchased a Movado watch from Plaintiff through the PurchaseDirect PD storefront on amazon.com.

10. After purchasing the Movado watch, Defendant engaged in a campaign of trade libel and injurious falsehood against PurchaseDirect PD by, among other things, falsely publishing on the amazon.com and Better Business Bureau websites that the Movado Watch she purchased through the PurchaseDirect PD was inauthentic.

11. On or about December 27, 2019, Defendant published knowingly false statements that the watch did not have a “manufacturer warranty” as it was supposed to, that “the last two serial numbers have been altered,” that “the glass on the watch was mineral glass and not what was advertised as sapphire crystal,” and that she took the watch to a “jeweler” who questioned its authenticity. Attached hereto as Exhibit A is a true and correct copy of the false statements published on the Amazon website about the Movado watch Defendant purchased.

12. These false and defamatory statements constitute electronic communications into Florida about a Florida resident placed on a website published in Florida and accessed by persons in Florida.

13. On or about December 30, 2019, Defendant also made knowingly false statements to Amazon by opening an A to Z Guarantee Claim concerning the authenticity of PurchaseDirect PD's product, stating that there was "a lack of manufacturer warranty provided," the "last two serial numbers have been altered," "the glass...makes a noise that indicates it is mineral glass and not...sapphire crystal," and that she "spoke with Movado directly and confirmed that this seller is not an authorized retailer of their merchandise." Attached hereto as Exhibit B is a true and correct copy of the false statements made to Amazon about the Movado watch Defendant purchased.

14. On or about January 3, 2020, Defendant again made knowingly false statements to the Better Business Bureau located in West Palm Beach, Florida for publication on the Better Business Bureau website falsely stating about the watch purchased from PurchaseDirect PD that "Movado confirmed it was fake," that it is "a fake watch," that the "last two digits of the serial number were altered," among other things. Attached hereto as Composite Exhibit C is a true and correct copy of the false statements by Plaintiff sent to the Better Business Bureau for publication on its website about the Movado watch Defendant purchased from Plaintiff, and the as-published statements on the Better Business Bureau website.

15. These false and defamatory statements also constitute electronic communications into Florida about a Florida resident placed on a website published in Florida and accessed by persons in Florida.

16. As a result of Defendant's false claims that PurchaseDirect PD sold inauthentic watches, PurchaseDirect PD's sales through amazon.com plummeted from \$1,073,317.46 in 2019 to \$0 by January 2020.

17. As a result of Defendant's false claims that PurchaseDirect PD sold inauthentic watches, Amazon also suspended PurchaseDirect PD's ability to sell through the amazon.com platform.

18. On information and belief, Defendant knew that her false statements about the authenticity of PurchaseDirect PD's watches would result in diminished sales based on customer concerns about the authenticity of the products sold.

19. On information and belief, Defendant knew that her false statements about the authenticity of PurchaseDirect PD's watches would result in suspension of PurchaseDirect PD's seller privileges on the Amazon online platform based on concerns about the authenticity of the products sold.

20. On information and belief, Defendant acted in concert with PurchaseDirect PD's competitors, potentially including Amazon itself, to make false statements about the authenticity of PurchaseDirect PD's watches with the intention of driving away PurchaseDirect PD's customers and resulting in the suspension of PurchaseDirect PD's ability to sell watches through the Amazon.com platform.

**Count I**  
**Trade Libel**

21. Plaintiff re-alleges paragraphs 1-21 above as if set forth in full herein.

22. As set forth above and shown in Exhibits A and C, Defendant has published, made and disseminated statements and misrepresentations (the "False Statements") about Plaintiff that are materially false and misleading.

23. The False Statements were published on the amazon.com and Better Business Bureau websites for all potential customers of Plaintiff to read; disparaged Plaintiff's honesty and the authenticity of its products; and were understood as disparaging of Plaintiff's honest and the authenticity of its products who read or received those statements.

24. The False Statements are false and misleading: Plaintiff honestly re-sold authentic Movado watches and provided a high degree of service as evidenced by the high customer review ratings it regularly received from customers before the Defendant made the False Statements.

25. Defendant knew that the False Statements were false. In the alternative, Defendant acted in reckless disregard for the truth or falsity of the False Statements.

26. Defendant made the False Statements with the intent of destroying the reputation of Plaintiff and acceptance of Plaintiff's products in the existing amazon.com marketplace. In the alternative, Defendant published the False Statements with malice and should have recognized that the False Statements were likely to cause harm to Plaintiff's business.

27. As a direct and proximate result of Defendant's false and misleading statements, customers of Plaintiff have been deterred and dissuaded from purchasing Plaintiff's products, and from otherwise doing business with Plaintiff.

28. Plaintiff has suffered losses and damages as a direct and consequential result in an amount to be determined at trial.

WHEREFORE, Plaintiff demands judgment for damages Defendants, together with pre-judgment interest, post-judgment interest, and costs.

**Count II**  
**Injurious Falsehood**

29. Plaintiff re-alleges paragraphs 1-21 above as if set forth in full herein.

30. Defendant communicated falsehoods to third parties that she knew to be false, that were intended to induce Plaintiff's customers and prospective customers to not buy products from Plaintiff, and that resulted in lost business to Plaintiff.

31. As set forth above and shown in Exhibits A, B, and C, Defendant has published, made and disseminated statements and misrepresentations (the "False Statements") about Plaintiff that are materially false and misleading.

32. The False Statements were published on the amazon.com and Better Business Bureau websites for all existing and potential customers of Plaintiff to read; disparaged Plaintiff's

honesty and the authenticity of its products; and were understood as disparaging of Plaintiff's honest and the authenticity of its products who read or received those statements.

33. Defendant knew that the False Statements were false and also knew or should have known the statements would induce amazon.com, customers, and prospective customers to rely on them.

34. Defendant made the False Statements with the intent of destroying the reputation of Plaintiff and acceptance of Plaintiff's products in the existing amazon.com marketplace.

35. As a direct and proximate result of Defendant's false and misleading statements, customers of Plaintiff have been deterred and dissuaded from purchasing Plaintiff's products, and from otherwise doing business with Plaintiff.

36. Plaintiff has suffered losses and damages as a direct and consequential result in an amount to be determined at trial.

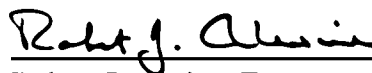
WHEREFORE, Plaintiff demands judgment for damages Defendants, together with pre-judgment interest, post-judgment interest, and costs.

**Jury Trial Demanded**

Plaintiff hereby demands trial by jury on all issues so triable.

Dated: July 10, 2020

Respectfully submitted,



Robert J. Alwine, Esq.

Fla. Bar No. 404179

GRANADOS DAVEY ALWINE LLP

240 Crandon Boulevard, Suite 263

Key Biscayne, Florida 33149

Telephone: (305) 965-0813

[robert@granadosdavey.com](mailto:robert@granadosdavey.com)

*Counsel for Plaintiff*

**NOT A CERTIFIED COPY**

Exhibit A

NOT A CREDITED COPY

12/27/2019

1

112-7554863-3694659

Took this to jeweler and there is a question on authenticity. The first flag as a lack of manufacturer warranty. All new watches have a one year warranty. The last two serial numbers have been altered, the glass is mineral glass and not what was advertised as sapphire crystal. I have contacted the seller and will update this rating depending on the outcome.

**Your Response:** Movado has a 2 year manufacturer warranty not a 1 year, customer's Jeweler is incorrect. We asked the customer to go to a Movado store instead of a local jeweler which unfortunately never occurred. The "Jeweler" has given the customer incorrect information regarding the crystal on the watch, serial numbers and warranty info. We are a Movado authorized reseller. Customer no longer wants to return.

Choose one





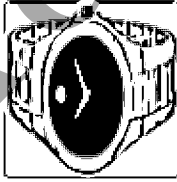
**NOT A CERTIFIED COPY**

Exhibit B

NOT A VERIFIED COPY

**Closed**

Claim withdrawn: Jan 1  
No further action required  
Order ID: 112-7554863-3694659  
Claim amount: USD 311.40  
Claim date: December 30, 2019



**Customer Issue:**

**Package didn't arrive**

Delivery estimate: December 26, 2019 - December 31, 2019

**Movado Men's 606380 Luno Silver/Blue Stainless Steel Watch**

**Customer comments:** Customer took item to jewelry and there are a number of major concerns with this item and its authenticity. The first flag as a lack of manufacturer warranty provided. The last two serial numbers have been altered, the glass when you tap on it makes a noise that indicates it is mineral glass and not what was advertised as sapphire crystal. Customer concerned this item is a counterfeit item. Customer also spoke with Movado directly and confirmed that this seller is not an authorized seller of their merchandise.  
[Show less](#)

**Show claim details** ▶

**NOT A CERTIFIED COPY**

Exhibit C



BBB serving Southeast Florida & the Caribbean  
4411 Beacon Circle  
West Palm Beach, FL 33407  
Tel: (561) 842-1918 Fax: (561) 845-7234

January 3, 2020

Customer Service  
Purchasedirect.com  
20283 State Road 7  
Boca Raton, FL 33498-6901

RE: Case # 90529227: Nicole Vanegas

Please make note of the case number above and refer to it in all future communications with BBB® regarding this matter.

**Why am I receiving this letter?**

We are presenting a customer complaint to you for resolution. BBB understands that there are two sides to every dispute, and we have not pre-judged the validity of this claim. This is your opportunity to address the concerns of your customer and to rebuild the trust that first brought you together in this transaction. BBB seeks to help businesses and consumers resolve their disputes, whether or not they are accredited with BBB.

**How do I take care of this?**

Your BBB is requesting a written response to this complaint by **January 13, 2020**. Your prompt and professional response greatly enhances the chance for a successful resolution. The fastest and easiest way to view and respond to the complaint is to use the web link (i.e. caselink) below. Written responses may also be submitted via email, fax, or postal mail.

<http://seflorida.app.bbb.org/complaint/view/90529227/b/c7e6d8>

**What should I include in my response?**

Please provide an explanation of the events from your perspective and/or a concrete plan for how to work toward a resolution. Remember that the more factual information we have about the case, the easier it is for all parties to develop a full understanding of the situation. Copies of any supporting documents can be uploaded to the caselink or forwarded via email, fax, or postal mail.

**What information will be posted to the website?**

Please understand that the complaint content and your response will be publicly posted on BBB's web site (BBB reserves the right to not post in accordance with BBB policy). By submitting your response, you are representing that it is a truthful account of your experience with this consumer. BBB may edit the complaint or your response to protect privacy rights and to remove inappropriate language.

**What will happen if I do not submit a written response?**

If you do not respond promptly to this complaint, it may be closed as Unanswered. This may result in a substantially lower rating with BBB, which could adversely influence potential customers.

**What can I expect to happen next?**

Once we receive your written response, we will forward it to your customer. We will ask them to respond, in writing, whether their concerns have been resolved. If they continue to express dissatisfaction, the case will be reviewed by BBB staff to determine if the remaining concerns warrant an additional response from you. The overall standard applied in the review process is: *Did the company act in good faith, and did it do everything it could have reasonably been expected or responsible to do to resolve the issue?*

Sincerely,

Amise Baptiste  
BBB Services Specialist  
561 842-9278 ext 110

**BBB serving Southeast Florida & the Caribbean**

**COMPLAINT ACTIVITY REPORT Case #90529227**

**Consumer Info:** Vanegas, Nicole  
[Redacted]  
San Diego, CA 92139  
[Redacted]

**Business Info:** Purchasedirect.com  
[Redacted]  
Boca Raton, FL 33498-6901  
[Redacted]

**Consumer's Original Complaint:**

I purchased a Movado watch and Movado confirmed it was fake. The company has approved a refund but expects me to pay shipping...for a fake watch. I ordered this watch for my boyfriend for Christmas. He took it to his jeweler to have links removed. The jeweler did not feel comfortable doing so because he noticed that two of the serial numbers had been altered. The Movado website lists this watch as having a sapphire crystal (not synthetic) and Swiss movement. All Movado watches have Swiss Movement as the company was founded in Switzerland. Upon taking the watch to my jeweler to have the band fitted he noted two major flaws and did not want to remove the links. First, there is not a sapphire crystal. The simple tap test proved that. Second, he noted that the last two digits of the serial number were altered. The seller of this watch insisted the watches are authentic. After initially contacting the seller they added the 'Product Description' currently seen on the product page. The information there is likely correct. The problem with this information is it does NOT describe an authentic Movado Luno Watch. This was then taken to a Movado storefront in Carlsbad, CA. The store manager agreed that the watch was fake. He also noticed that the serial numbers are larger than on normal Movado watches. He also said that clasp was different than any Movado watch he had seen before. This company has been annoyed with us when they sold us a fake watch passing off as fake. I want a full refund. I am not paying this company for our inconvenience.

**Consumer's Desired Resolution:**

I want them to provide a full refund, shipping cost included.

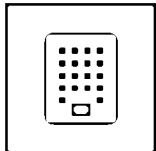
**BBB Processing**

- 01/01/2020 web BBB Case Received by BBB
- 01/02/2020 MLO BBB Case Reviewed by BBB
- 01/02/2020 Otto EMAIL Send Acknowledgement to Consumer
- 01/02/2020 Otto BBB Notify Business of Dispute

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« [Complaints](#)

## Complaints



### Purchasedirect.com

📍 20283 State Road 7  
Boca Raton, FL 33498-6901

🌐 <https://www.purchasedirect.com>

✉ [Email this Business](#)

📞 [\(574\) 334-7328](tel:(574)334-7328)

**Complaint Type:** Problems with Product/Service    **Status:** Resolved

01/02/2020

I purchased a Movado watch and Movado confirmed it was fake. The company has approved a refund but expects me to pay shipping...for a fake watch. I ordered this watch for my boyfriend for Christmas. He took it to his jeweler to have links removed. The jeweler did not feel comfortable doing so because he noticed that two of the serial numbers had been altered. The Movado website lists this watch as having a sapphire crystal (not synthetic) and Swiss movement. All Movado watches have Swiss Movement as the company was founded in Switzerland. Upon taking the watch to my jeweler to have the band fitted he noted two major flaws and did not want to remove the links. First, there is not a sapphire crystal. The simple tap test proved that. Second, he noted that the last two digits of the serial number were altered. The seller of this watch insisted the watches are authentic. After initially contacting the seller they added the 'Product Description' currently seen on the product page. The information there is likely correct. The problem with this information is it does NOT describe an authentic Movado Luno Watch. This was then taken to a Movado storefront in Carlsbad, CA. The store manager agreed that the watch was fake. He also noticed that the serial numbers are larger than on normal Movado watches. He also said that clasp was different than any Movado watch he had seen before. This company has been annoyed with us when they sold us a fake watch passing off as fake. I want a full refund. I am not paying this company for our inconvenience.

#### **Desired Outcome**

I want them to provide a full refund, shipping cost included.

