UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-60409-CIV- SINGHAL

OMEGA SA,

Plaintiff,

v.

THE INDIVIDUALS, BUSINESS ENTITIES, AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE "A,"

Defendants.
_____/

DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE is before the Court following the Court's Order (DE [34]) granting Plaintiff's Motion for Entry of Final Default Judgment Against Defendants. In accordance with Federal Rule of Civil Procedure 58(a), the Court enters this separate final judgment. Accordingly, it is hereby

ORDERED AND ADJUDGED that Final Default Judgment is entered in favor of Plaintiff, Omega SA ("Plaintiff"), and against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A" hereto (collectively, "Defendants") as follows:

1. Permanent Injunctive Relief:

Defendants and their officers, agents, representatives, servants, employees, subsidiaries, distributors, and all persons acting in concert and participation with Defendants are hereby permanently restrained and enjoined from:

a. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and

infringing goods bearing and/or using Plaintiff's trademarks, or confusingly similar trademarks identified in Paragraph 15 of the Amended Complaint, [ECF No. 19], (the "Omega Marks");

b. using the Omega Marks in connection with the sale of any unauthorized goods;

c. using any logo and/or layout which may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiff;

d. falsely representing themselves as being connected with Plaintiff, through sponsorship or association;

e. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Plaintiff;

f. using any reproduction, counterfeit, copy, or colorable imitation of the Omega Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;

g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by Defendants as being those of Plaintiff or in any way endorsed by Plaintiff and from offering such goods in commerce;

h. otherwise unfairly competing with Plaintiff;

i. using the Omega Marks, or any confusingly similar trademarks, within website, domain name extensions, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and from any other form of use of such terms which are visible to a computer user or serves to direct computer searches to e-commerce stores, websites, or domain names registered by, owned, or operated by Defendants; and

j. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

2. Additional Equitable Relief

a. In order to give practical effect to the Permanent Injunction, the domain names identified on Schedule "A" hereto (the "E-commerce Store Names"), are hereby ordered to be immediately transferred by Defendants, their assignees and/or successors in interest or title, and the Registrars to Plaintiff's control. To the extent the current Registrars do not facilitate the transfer of the E-commerce Store Names to Plaintiff's control within five (5) days of receipt of this Judgment, upon Plaintiff's request, the top level domain (TLD) Registry for each of the E-commerce Store Names, or their administrators, including backend registry operators or administrators, shall, within thirty (30) days, (i) change the Registrar of Record for the E-commerce Store Names to a Registrar of Plaintiff's choosing, and that Registrar shall transfer the E-commerce Store Names to Plaintiff, or (ii) place the E-commerce Store Names on Registry Hold status for the life of the current registration, thus removing them from the TLD zone files maintained by the Registries which link the E-commerce Store Names to the IP addresses where the associated websites are hosted;

b. Defendants, their agent(s) or assign(s), shall assign all rights, title, and interest, to their E-commerce Store Name(s) to Plaintiff and, if within five (5) days of receipt of this Order Defendants fail to make such an assignment, the Court shall order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a); and

c. Defendants, their agent(s) or assign(s), shall instruct in writing all search engines to permanently delist or deindex the E-commerce Store Name(s) and, if within five (5) days of receipt of this Order Defendants fail to make such a written instruction, the Court shall order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a).

3. Statutory damages in favor of Plaintiff under 15 U.S.C. § 1117(c):

a. Award Plaintiff damages of $1,000,000.00 against each Defendant, for which let execution issue, based upon the Court's finding that each Defendant infringed at least one trademark on one type of good. The Court considered both the willfulness of each Defendant's conduct and the deterrent value of the award imposed, and the awarded amount falls within the permissible statutory range under 15 U.S.C. § 1117(c).

4. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms that have been ordered to restrain funds in this action, including but not limited to, PayPal, Inc. ("PayPal"), Stripe, Inc. ("Stripe"), and their related companies and affiliates, are to immediately (within five (5) business days) transfer all funds currently restrained or held on account for all Defendants, to Plaintiff and/or Plaintiff's counsel in partial satisfaction of the monetary judgment entered herein against each Defendant. To the extent that any funds ordered to be restrained in this action are not immediately surrendered to Plaintiff, such funds shall remain restrained until the funds are surrendered to the Plaintiff in partial satisfaction of the monetary judgment entered herein. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, PayPal, Stripe, and their related companies and affiliates, shall provide to Plaintiff at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter per Defendant; (ii) total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) total funds released per Defendant to Plaintiff.

5. Interest from the date this action was filed shall accrue at the legal rate. See28 U.S.C. § 1961.

6. The bond posted by Plaintiff in the amount of $10,000.00 is ordered released by the Clerk of Court.

7. The Court retains jurisdiction to enforce this Judgment and permanent injunction.

8. Plaintiff is ordered to serve a copy of this Order upon Defendants by providing the address to Plaintiff's designated serving notice website to Defendants via the e-mail addresses provided by that Defendant as part of the data related to its domain name, including customer service e-mail addresses and onsite contact forms, or via the registrars of record for the domain names; and by publicly posting a true and accurate copy of this Order on Plaintiff's designating service notice website appearing at http://servingnotice.com/Qa6w3k/index.html.

9. The Clerk of Court is directed to **CLOSE** this case and **DENY AS MOOT** any pending motions.

10. To the extent not otherwise disposed of, all deadlines are **TERMINATED**.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 27th day of June 2023.

RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished to counsel of record via CM/ECF

SCHEDULE "A"
DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME,
ACCOUNT INFORMATION, ADDITIONAL USERNAME, BUSINESS NAME,
AND E-MAIL ADDRESS

Def. No.	Defendant / E-commerce Store Name	Account Information: PayPal Account / Payee	Account Information: PayPal Merchant ID	Additional Username / Business Name	E-mail
1	akikos.shop	bvjjwivuf@hotmail.com	VPQ4KYTQZZH4A		afjno@hotmail.com rosiemarisama8@hotmail.com
		Parturient Montes Limited	MVYY6W7NSUYNA		
1	allexzza.shop	hpyxtqanvboang@hotmail.com	NG8QKWCQUBLWU		okazabryanas47@gmail.com ruddensesudolax@outlook.com
1	caneo.shop	vdfsejiiimboa@hotmail.com	Q4Y9J99TQ6ZR6		afjno@hotmail.com
1	clovee.shop	vwoirlfjkczy@hotmail.com			wiecepasitzn@hotmail.com
1	comalls.shop	Commodo Corp	NG8QKWCQUBLWU		ruddensesudolax@outlook.com
1	cooke.shop	mfyttrdpsevvla@hotmail.com			wiecepasitzn@hotmail.com
1	dupos.shop	lawcppcqqf@hotmail.com			olivia72cara@hotmail.com
1	ewuvnmj.shop	tsmquvwkrpj@hotmail.com			wiecepasitzn@hotmail.com
1	kaak.shop	mcrgpx@hotmail.com			wiecepasitzn@hotmail.com
		ghapprt@hotmail.com			
		bysxhcqn@hotmail.com			
		emdcdbwnsnw@hotmail.com			
		bvpdeswjtpj@hotmail.com			
		mdvddfvkwwn@hotmail.com			
1	kiwie.shop	tdntxxeyfi@hotmail.com			afjno@hotmail.com wiecepasitzn@hotmail.com
		kokfqiv@hotmail.com			
		zacmjnukyf@hotmail.com			
		tglzne@hotmail.com			
1	lesplages.shop	ostpcxyfkuoprr@hotmail.com	FX3JDKCNDKTK2		service@merakivo.shop support@merakivo.shop konkes.shop@hotmail.com

1	lovestars.shop	dcfmoaryusf@hotmail.com	M299PULMZSEX2		wiecepasitzn@hotmail.com service@shopplus.com
1	noemie.shop	laurelglharelll1z@hotmail.com	CSWATC6598GWG		wiecepasitzn@hotmail.com service@shoplus.com
			2NG8SJYNAJB8A		
1	otson.shop	krowgi@hotmail.com	2MZUH2GF3PHV6		afjno@hotmail.com rosiemarisama8@hotmail.com
1	phitcetera.shop	bllwntrf@hotmail.com	RCLH558FN3YQ6		wiecepasitzn@hotmail.com
		Vel Arcu Curabitur Institute	EZDRC43K4AWFS		
1	pivene.shop	Commodo Corp	NG8QKWCQUBLWU		ruddensesudolax@outlook.com
1	ravalch.shop	virplarmpdh@hotmail.com			wiecepasitzn@hotmail.com
1	shokzs.shop	wioobbnnqqp@hotmail.com	FWSXSJK5TYD44		wiecepasitzn@hotmail.com
		Sed Pharetra Felis Institute	B26GLGUK8XJYS		
1	shopdaily.shop	zahvjudv@hotmail.com	2THGX5AUMKVS6		wiecepasitzn@hotmail.com service@shoplus.com
		tdsnaldngz@hotmail.com	PYMXVQH7K7Y6A		
1	shopeco.shop	ltiwaaz@hotmail.com	P5JKS6MLA8HWY		afjno@hotmail.com friessrvhopps1n@hotmail.com
1	soover.shop	kbimxiojnlxe@hotmail.com	G6SLWVD8LF5VG		olivia72cara@hotmail.com
1	thetimers.shop	esxpnlcmvdimqt@outlook.com			wiecepasitzn@hotmail.com
1	tolik.shop	qpntho@hotmail.com	67FN36VB7N9CG		olivia72cara@hotmail.com
1	unitoki.shop	sbotllkw@hotmail.com	JHZLV39QL3FQU		olivia72cara@hotmail.com
		ShopMall	67FN36VB7N9CG		
1	veloretti.shop	Convallis Erat Institute	8NS4AX4QWVKRL		wiecepasitzn@hotmail.com okazabryanas47@gmail.com
1	veretstaf.shop	yguummyyfyyyk@hotmail.com	8NS4AX4QWVKRL		wiecepasitzn@hotmail.com

					okazabryanas47@gmail.com
1	wisema.shop	Commodo Corp	NG8QKWCQUBLWU		okazabryanas47@gmail.com ruddensesudolax@outlook.com kpfoobn@hotmail.com
2	arays.shop	tfvwkxp@hotmail.com	5LY2TQKW3KW26		sbchki@hotmail.com
2	cetrobon.shop	siyawxmhw@hotmail.com	PY49MBHPN2B24		sbchki@hotmail.com
2	oshua.shop	SHOP	5LY2TQKW3KW26		
2	salems.shop	fwsnhpfvw@hotmail.com	U6ML5XKBAX9G4		sbchki@hotmail.com
3	admancy.com	anneliu957@gmail.com	622W84RSTDKLE	梦□ 刘 SAKEDIANZIS □ □ □ □ □ □ □ 商□ □ 行	helloadmancy@outlook.com vancycc-1@outlook.com
4	beterro.com	cuongmtv@gmail.com	C8G6C94T7C3Q8	van cuong nguyen TEE SHOP TEE SHOP	support@beterro.com paypal@maxshirt.net velezjesse5787@gmail.com nguyentiendat@yourcart.co tuanhung440tayson@gmail.com
5	blinged.shop	qhtsyrdjhtyj@hotmail.com	UE2K43PXLXPUJ	Garfield Pollich AUGUEEUCORP Augue Eu Corp.	124541412@hotmail.com GarfieldPollichsa@gmail.com
5	lovelystar.shop	spcryfpc@hotmail.com	E4EF8BQE46HE4		124541412@hotmail.com support@blinged.shop
6	gemmacstore.com	luskshamore@gmail.com	83VUWPRE6GXPE	Yang XiaoLan XIAOLANYANG HongKong XiaoLanWeiChuan LTD.	wjt@datoit.com service@gmeoshop.com
7	homas.shop	qorlshiyyiuyzu@hotmail.com	JSJ5ZSFXCYGDW		support@domain.com shopling@gmail.com

8	hyperkickzclub.com	support@babayaga.day	CSLQGHS2WL7R2	Phuong Thao Doan BABAYAGA Baba Yaga Company Limited	support@ticokichz.com support@hypekichzclub.com support@ticokickz.com
9	mirrorkk.com	nikolasguard8@gmail.com	HN3QQP4EV53PC	□ □ 李 CHENGDOUQIN 成都青科艾莉科技有限公司	service@anodertolife.top service@mirrorkk.com service@summerkk.com
10	neverha.com	haerbinjiuling@outlook.com	9TVA3RZBL6Y8N	健 刘 HAERBINJIUL 哈尔□ □ □ □ □ 有限公司	neverha@hotmail.com somelovelydays@outlook.com
11	polisw.com	tommyliu0322@outlook.com	Y3H2G8MPMTH9Y	彦涛 刘 LAIYINGDIAN 北海莱□ □ □ □ 技有限公司	contact@polisw.com support@polisw.com kqpolk@163.com
12	printdating.com	taramiriam2tz7@hotmail.com	QGNZTP4RWESN2	□ □ 衷 XIANRUIYEMA 岳阳□ □ □ □ □ 有限公司	contact@sample.com support@sample.com zihanpu275487813@163.com printdating@vip.com
13	psoutletsgo.com	service@dfmgpte.com	J9GVG3TA26SHE	Peng Xu SUNNY Dfmg Pte. Ltd.	support@clientvip.asia dfmgpteservice@hotmail.com dfmgpteltd@gmail.com
14	troge.shop	eazurr@hotmail.com			
15	vanizshop.com	payment@goodstravelshop.com	2DZBV986P9FYN	Duc Manh Nguyen GOODTRAVEL Good Travel Shop Company Limited	support@vanizshop.com support@zekabee.com cs@gustodecor.com
16	freeladyy.com	mitryakhin2021@mail.ru			jiangsuchangrui@sturme.net

16	rorax1999.com	Stripe Order No.: 59196 Transaction Date: July 14, 2022 Total: $81.99 Payment Method: Visa CC Description: PAPAMEKAJI.COM Product Title: Omega Aqua Terra 150M Co-Axial Chronometer 30 mm Grey Dial (231.23.30.20.06.001)			jiangsuchangrui@sturme.net contact@papamekaji.com