

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-cv-21058-ALTMAN

OMEGA SA,

Plaintiff,

v.

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

Defendants.

DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION

Pursuant to Federal Rule of Civil Procedure 58(a) and our Order Granting the Plaintiff's Motion for Default Final Judgment, [ECF No. 29], the Court enters the below Default Final Judgment and Permanent Injunction as to the Plaintiff and as to all Defendants:

1. Judgment is entered in favor of the Plaintiff, and against the Defendants listed on the attached Schedule A (the “Defendants”), as follows:
 - a. Permanent Injunctive Relief: The Defendants and their officers, directors, employees, agents, subsidiaries, distributors, attorneys, and all persons acting in concert and participation with the Defendants are hereby permanently restrained and enjoined from:
 - i. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing and/or using the Plaintiff's trademarks, or confusingly similar trademarks, identified in Paragraph 15 of the Amended Complaint (the “Omega Marks”) [ECF No. 17];
 - ii. using the Omega Marks in connection with the sale of any unauthorized goods;

- iii. using any logo, and/or layout which may be calculated to falsely advertise the services or products of the Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with the Plaintiff;
- iv. falsely representing themselves as being connected with the Plaintiff, through sponsorship or association;
- v. 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 the Defendants are in any way endorsed by, approved by, and/or associated with the Plaintiff;
- vi. 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 the Defendants;
- vii. 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 the Defendants as being those of the Plaintiff or in any way endorsed by the Plaintiff;
- viii. otherwise unfairly competing with the Plaintiff;
- ix. using the Omega Marks, or any confusingly similar trademarks within 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 websites, Internet based e-commerce stores, seller identities or domain names registered by, owned, or operated by the Defendants; and
- x. 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.

b. Additional Equitable Relief:

- i. To give practical effect to the Permanent Injunction, upon the Plaintiff's request, the E-commerce Store Names identified on Schedule "A" hereto are hereby ordered to be immediately transferred by the corresponding Defendants, their assignees and/or successors in interest or title, and the Registrars to the Plaintiff's control. To the extent the current Registrars do not facilitate the transfer of the E-commerce Store Names to the Plaintiff's control within five (5) days of receipt of this Judgment, upon the Plaintiff's request, those corresponding Defendants and 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 the Plaintiff's choosing, and that Registrar shall transfer the E-commerce Store Names to the 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;

- ii. The Plaintiff may serve this injunction on the e-commerce store's registrars, and/or the privacy protection services for the E-commerce Store Names to disclose to the Plaintiff the true identities and contact information for the registrants of the E-commerce Store Names;
- iii. The Plaintiff may serve this injunction on any Internet search engines or service provider referring or linking users to any Uniform Resource Locator ("URL") of the E-commerce Store Names, with a request that they permanently disable, deindex or delist all URLs of the E-commerce Store Names and/or permanently disable the references or links to all URLs of the E-commerce Store Names used by the Defendants to promote, offer for sale and/or sell goods bearing and/or using counterfeits and/or infringements of the Omega Marks, based upon the Defendants' unlawful activities being conducted via the E-commerce Store Names as a whole and via any specific URLs identified by the Plaintiff;
- iv. The Plaintiff may serve this injunction on any e-mail service provider with a request that the service provider permanently suspend the e-mail addresses which are or have been used by the Defendants in connection with the Defendants' promotion, offering for sale, and/or sale of goods using counterfeits and/or infringements of the Omega Marks;
- v. The Defendants, their agent(s) or assign(s), shall voluntarily assign all rights, title, and interest, to their E-commerce Store Name(s) to the Plaintiff and, if within five (5) days of receipt of this Order, the Defendants fail to make such an assignment, the Court shall order the act to be done by another person appointed by the Court at the Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a);
- vi. The 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, the 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 the Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a); and

- vii. Upon the Plaintiff's request, the Defendants shall request, in writing, permanent termination of any messaging services, e-commerce store names, usernames, and social media accounts they own, operate, or control on any messaging service, e-commerce marketplace, and social media website.
 - c. Statutory Damages pursuant to 15 U.S.C. § 1117(c): Award the 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 (1) trademark on one (1) 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).
 - d. Pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), The All Writs Act, Federal Rule of Civil Procedure 65, and the Court's inherent authority, upon the Plaintiff's request, the Defendants and any financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to PayPal, Inc. ("PayPal"), and their related companies and affiliates, are to immediately (within five (5) business days) identify, restrain, and surrender to the Plaintiff all funds, up to and including the total amount of judgment, in all financial accounts and/or sub-accounts used in connection with the E-commerce Store Names used by the Defendants presently or in the future, as well as any other related E-commerce Store Name(s) and account(s) of the same customer(s), and any other account(s) which transfer funds into the same financial institution account(s). Such financial accounts and/or sub-accounts shall remain restrained until such 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, and their related companies and affiliates, shall provide to the Plaintiff at the time any funds are surrendered, 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) the total funds released per Defendant to the Plaintiff.
 - e. Interest from the date this action was filed shall accrue at the legal rate. *See* 28 U.S.C. § 1961.
 - f. The bond posted by the Plaintiff in the amount of \$10,000.00 is ordered to be released by the Clerk, along with any accrued interest.
 - g. The Court retains jurisdiction to enforce this Default Final Judgment and Permanent Injunction.
2. This case shall remain **CLOSED**.

DONE AND ORDERED in the Southern District of Florida on _____, 2025.

ROY K. ALTMAN
UNITED STATES DISTRICT JUDGE

cc: counsel of record

SCHEDULE "A"
DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME,
FINANCIAL ACCOUNT INFORMATION, AND MEANS OF CONTACT

Def. No	Defendant / E-commerce Store Name	Merchant ID / Payment Account	Payee	Means of Contact Email and WhatsApp
1	elitetimepiecesusa.com	XF8JX56CLQ4W2		support@elitetimepiecesusa.com support@6188530.brevo.com
		EFY2T6ZAVQMW		WhatsApp: +1 (479) 3852889
1	coolsar.com	J79H4KM6LZZ84		support@coolsar.com WhatsApp: 1 (479) 3852889
1	doxsd.com	7KWHCH8PYSKH2		support@doxsd.com
		HGDZJHJFMUKFEG		WhatsApp: 1 (479) 3852889
1	atinowatch.com	ZFVH3DZH2EV2J		support@atinowatch.com
		3ELZJYM6QRGRQ		
1	luxyswear.com	ZFVH3DZH2EV2J		support@luxyswear.com
		C22KW6RKNRK64		WhatsApp: 1 (479) 3852889 WhatsApp: 14793852889
1	opulencewrist.com	XF8JX56CLQ4W2		support@opulencewrist.com support@6188530.brevo.com
		EFY2T6ZAVQMW		WhatsApp: +1 (479) 3852889 WhatsApp: 14793852889
1	authentictimehub.com	EFY2T6ZAVQMW		support@authentictimehub.com
2	ksisx.shop	TVRR7LL3B9XEA	Hong Kong M&K Technology & Tradinglimited	watchbuybuy@outlook.com hibuynew@gmail.com WhatsApp: 12812360702; 17622611080
2	euex.shop	2ZUFV3JK8Z8JC	Sen Yue Trade Limited	
		3AMZJVC87CY74	Guoqi Trading Co., Limited	
		3RA3PR444BTDY	HK Xinyue Trading Co., Limited	watchbuybuy@outlook.com hibuynew@gmail.com
		CHCDN2AFTE26S	HK Houyu Trading Limited	WhatsApp: 12812360702; 17622611080
		TVRR7LL3B9XEA	Hong Kong M&K Technology & Tradinglimited	

		W2HXY878SLV3S	Zhikang Limited	
		Z3PJH9X3NGRXJ	Tung Ho Shing Taitrading Co.. Limited	
		EG2PXB8AKBT6Q	Hong Kong Ideal Culture Limited	
2	kibux.site	38WL7SQ4N9H26	Kingdem Culture Industrial Investment (Hong Kong)Company Limited	ultramall@zohomail.com
		78DSD3BNVUY2Y	HK Fanlanoi Clothing Limited	
		DPKQU7PDGXE7U	Haoyuan Home Furnishiing Co., Limited	
		FPRLYDVL5Y6VY	Hong Kong Step Trading Co., Limited	
		JVHPBY2J62WTE	Sino Explore Investment Limited	
		W2HXY878SLV3S	Zhikang Limited	
2	bez.s.shop	DPKQU7PDGXE7U	Haoyuan Home Furnishiing Co., Limited	ultramall@zohomail.com
		Z3PJH9X3NGRXJ	Tung Ho Shing Taitrading Co.. Limited	
		7YUQTNJ8G4P7N	Xinyuan Ornaments Co.. Limited	
		CHUHR5JWZADZC	Weinuo Clothing Limited	
		E62QV2AG8JH3S	Hong Kong Xian Litong Trading Co.Limited	
		KUWBAFX832SFY	HK Shiji Jiali Trading Limited	
		PB8AQLX2JQVEC	Sanbao Jewelry Limited	
2	slrw.shop	DPKQU7PDGXE7U	Haoyuan Home Furnishiing Co., Limited	ultramall@zohomail.com
		W2HXY878SLV3S	Zhikang Limited	
		78DSD3BNVUY2Y	HK Fanlanoi Clothing Limited	
		R34R69PFFDG4G	Goodluck Jewelry Co.. Limmited	

3	aniwattey.shop	WR76DQM5YWGG5	wuyang store	
4	zenithluxys.com	EY6D9CE8EGD6J		support@zenithluxy.com WhatsApp: (+1469) 587-0120
4	luxurytick.com	JPBUGW5YVU24A		support@luxurytick.com WhatsApp: (+1469) 587-0120
4	atinolux.com	K7T5HRLFFR326		support@atinolux.com WhatsApp: (+1469) 587-0120
4	relaxtee.com	JPBUGW5YVU24A 2SQZMXRUERKG6		contact@relaxtee.com WhatsApp: +1 (979)-279-8357 WhatsApp: 16313199432
5	jobuly.com	9QDAADBVFHFM8A xmjihejihe@gmail.com	山东超众阀门管件有限公司 厦门几何几何跨境电商有限公司	jobulywatch@gmail.com WhatsApp: 18182575506
5	bedliyy.com	9QDAADBVFHFM8A	山东超众阀门管件有限公司	bedliyyrole@outlook.com WhatsApp: 13462818224
6	camillaluxury.shop	VBMDKUL3KEA3C	广州狎集网络科技有限公司	Wathcesvipcenter@hotmail.com WhatsApp: 12135565295
6	jadeluxury.shop	customer@sideroper.com		Wathcesvipcenter@hotmail.com WhatsApp: 12135691925
7	chrono26.com	QDACM53V63EEA	Unlock your imagination	support@chrono26.com suppoprt@chrono26.com support@nuewatch.com
8	clonewatches.com	QPG9CFKC3EZYE	Master	support@clonewatches.com WhatsApp: 447410208835
9	dennistoystore.com	QRS8SS2M3JMKA		473613@qq.com
10	dunekhing.com	WZTXG85P3BVBj XXCGH5AV26SF8	Moon Halo Limited 厦门玩物上治品牌设计有限公司	support@roseliay.com WhatsApp: 8613652381765
10	weistwatch.com	K6K9K7VZM923W		support@roseliay.com WhatsApp: 12137919605
10	kimmyis.com	EFSMSNLZY84N6		support@roseliay.com WhatsApp: 15109774882

10	sunfdht.com	TDTCRQZXBYPS2	Hong Kong Weixiaoyun Technology Co., Limited	support@roseliay.com WhatsApp: 15109774882
10	watcx.com	Y77R25GBVXVAA	Jinghe New Town Yufesong Department Store	info@gregdy.com 1544593053@qq.com
		8E9CZSE24E4CC	Yongan Qianran Department Store	WhatsApp: 15109774882; 8619835272209; 8613459507866
		qianrandepartment@163.com		
11	gccista.shop	7PLZRLUFWNN72	Anhui Ningteng Trading Co., Ltd	gccista@outlook.com
12	gclvg.com	SLMPEN3CAFCZ4	Shaanxi Benxin Chaojia Trading Co.,Ltd.	support@gclvg.com WhatsApp: 447856199796
13	getwatchpro.com	G9G82PVAFA6SA	Fashion is unlimited, beauty is unlimited	watcesgot@gmail.com WhatsApp: 12812360778
13	rallx.store	G9G82PVAFA6SA	Fashion is unlimited, beauty is unlimited	watcesgot@gmail.com CortinasHanss@gmail.com WhatsApp: 12812360778
14	high-w.store	ASN8376P57HMS	OMG	nartofortest@gmail.com WhatsApp: 14152258725
14	top-swisstime.com	DPRD9DF7Z7CYE	fanjin	support@top-swisstime.com WhatsApp: 14152258725; 15042363820
14	clean-fac.shop	B5U67ALVXD9VA	Weijin	clean.factory.shop@gmail.com WhatsApp: 16505078730
15	hy-premium-watch.com	JT4N64HXEG6W4		huangmangman@outlook.com support@hy-premium-watch.com
		2732188342@qq.com		WhatsApp: 18153295760
16	idc022.com	96FCHQ4WMZG2G	IDC022	hitea777@outlook.com WhatsApp: 8613926757799; 8618675426777
16	idc077.com	FJDMD57VD95A4	IDC SHOP	hitea777@outlook.com WhatsApp: 8613926757799

17	luxnob.com	2LRHW98MQKWT4	武平县梓靖日用品店	support@luxnob.com riversky@luxnob.com
		15505970418@163.com		WhatsApp: 447477483455; 447443756893
18	luxtick.com	UT4MLXBV65NFQ	Timelesstunes records	support@luxtick.com WhatsApp: 16232020012
19	luxuriousluxurywardrobe.com	7QWGGQQ6X83MZG		llwardrobe999@gmail.com WhatsApp: 8613178848887
20	luxurywatchessthlm.com	DNZ7JJB4Q2PXG	YoungSong (HongKong) Co., Limited	support@rrolxwatch.com support@luxurywatchessthlm.com WhatsApp: 46(0)86121088; 13213063327
21	luxuwatchs.com	X9FA8RZRLWF4S	旺达（广州）传媒科 技有限公司	sswisswatchesafter@gmail.com
22	luxyavia.com	7Y4U6FNY7H2HG		support@luxyavia.com
		HGDZHJFMUKFEG		
		YVU84G3QQ5TGQ		
23	menymoon.shop	3K8FZNUZWDWXE	Waiyian Shop	
24	nic-watch.com	PJ3UVFT94E6MN		nicwatch01@gmail.com WhatsApp: 8618285839977
25	ocga.store	YFWP5ZCRAB4DW	Hong Kong Changzhifeng Trading Co.,Limited	nicechicbuy@gmail.com chicsgo@zohomail.com WhatsApp: 18323325572; 4082078438; 12817772895
26	panda188.store	HRH24FFTPLLXS	嘉兴乾源贸易有限公 司	pandaluxurywatch@gmail.com WhatsApp: 12132654084; 15107174505
27	pdkicks.com	MU8VNGD7EMUMS	PD.Kicks.Co.Ltd	ceryslin2424@gmail.com support@pdkicks.com WhatsApp: 8615759912623
28	premiumwatchs.com	87UHSVH32337Q	Hevision Enterprises Pte. Ltd	service@luxuryswatchs.com Support@premiumwatchs.com
29	sayhiyy.com	YG7C3GQBDSQ36	深圳市麦尔富电子商 务有限公司	sayhiyy01@outlook.com anglebabemia@gmail.com

30	treasurk.com	NPLSBT6RD7QAA	海伦市慕薇诗美甲店	gennapawelek@gmail.com 123456@gmail.com WhatsApp: 85253381445
31	trivorshop.com	GJY3SNFSSSWQ4	randtime	watchvipservice@hotmail.com WhatsApp: 8614739706838
31	woratime.com	VLQPJU6SCLE7L	woratime	rtvipwatch@hotmail.com rtwatchservice@hotmail.com
		CE22USGMFQYK6	woratime	WhatsApp: 8613229945610; 8617765281845
32	vernaculars.shop	9M47DCTGZK6N2	Huzhou Ningdajia Trading Co., Ltd	enuertiom@outlook.com
33	warringtac.shop	6EJK56MM5HWT4	Busby Louise	jsjasmine04@gmail.com service@billuxury.com
34	watchwsr.com	PAPSD5P32WKBL		higherwatch@outlook.com
		JKVH9XVQKJ858	丹阳市丹北镇王斌电子贸易商行（个体工商户）	WhatsApp: 8613587735699
35	willy001.willyweb.shop	KU2S9PVJZSMQG	EMAYA—wcc	wzt952541276@gmail.com WhatsApp: 8615170471004