

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**Case No. 25-cv-22026-JB**

TISSOT SA,

Plaintiff,

v.

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

Defendants.

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**DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION**

**THIS CAUSE** comes before the Court upon Plaintiff's Motion for Entry of Default Final Judgment (the "Motion"), ECF No. [41]. For the reasons set forth in the Order Granting Plaintiff's Motion for Default Final Judgment, ECF No. [42], the Court now enters this separate final judgment pursuant to Federal Rule of Civil Procedure 58(a).

Accordingly, it is hereby **ORDERED AND ADJUDGED** that Default Final Judgment is entered in favor of Plaintiff, Tissot SA, and against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A" attached to this Judgment (collectively, "Defendants"), as follows:

1. **Permanent Injunctive Relief:**

Defendants, their officers, directors, agents, representatives, subsidiaries, distributors, servants, employees and attorneys, and all persons in active concert or participation therewith 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 any confusingly similar trademarks, identified in Paragraph 15 of the Amended Complaint (the "Tissot Marks");
- b. using the Tissot 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 is in any way endorsed by, approved by, and/or associated with Plaintiff;
- f. using any reproduction, counterfeit, copy, or colorable imitation of the Tissot 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;
- h. otherwise unfairly competing with Plaintiff;
- i. using the Tissot 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 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, upon Plaintiff's request, the E-commerce Store Names identified on Schedule "A" hereto are hereby ordered to be immediately transferred by the corresponding Defendants also identified on Schedule "A" hereto, 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, 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 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. 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 Plaintiff the true identities and contact information for the registrants of the E-commerce Store Names;
- c. Plaintiff may serve this injunction on any Internet search engines with a request that they permanently disable, deindex or delist any specific URLs identified by Plaintiff, based upon Defendants' unlawful activities being conducted via the E-commerce Store Names as a whole and via the URLs identified by Plaintiff;

- d. 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 Defendants in connection with Defendants’ promotion, offering for sale, and/or sale of goods using counterfeits and/or infringements of the Tissot Marks;
- e. Defendants, their agent(s) or assign(s), shall voluntarily assign all rights, title, and interest, to their E-commerce Store Names 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);
- f. Defendants, their agent(s) or assign(s), shall instruct in writing all search engines to permanently delist or deindex the E-commerce Store Names 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); and
- g. Upon Plaintiff’s request, 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.

3. Statutory Damages pursuant to 15 U.S.C. § 1117(c):

- a. Plaintiff is entitled to an award of statutory damages against each Defendant pursuant to 15 U.S.C. § 1117(c), for which let execution issue as follows:

<b>Def. No.</b>	<b>Defendant / E-commerce Store Name</b>	<b>Requested Statutory Damages Award \$100,000.00 per mark per type of good sold</b>
1	discountedkwatch.to	\$100,000.00
2	swisswatchesuk.to	\$100,000.00
3	bestreplicawatch.to	\$100,000.00

<b>Def. No.</b>	<b>Defendant / E-commerce Store Name</b>	<b>Requested Statutory Damages Award \$100,000.00 per mark per type of good sold</b>
4	swisstimeclone.com	\$100,000.00

The Court considered both the willfulness of each Defendant’s conduct and the deterrent value of the award imposed, and the award falls within the permissible statutory range under 15 U.S.C. § 1117(c).

4. Pursuant to 15 U.S.C. § 1116, The All Writs Act, 28 U.S.C. § 1651(a), Federal Rule of Civil Procedure 65, and the Court’s inherent authority, upon Plaintiff’s request, 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 (each, a “Third Party,” and collectively, the “Third Parties”), are to immediately (within five (5) business days) identify, restrain, and surrender to 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 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 Third Parties, including but not limited to, PayPal, and their related companies and affiliates, shall provide to 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 Plaintiff.

5. Interest from the date this action was filed shall accrue at the legal rate pursuant to 28 U.S.C. § 1961.

6. The Clerk is **DIRECTED** to **RELEASE** the bond posted by Plaintiff in the amount of \$10,000,00.

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

8. The Clerk is **DIRECTED** to **CLOSE** this case and **DENY** all pending motions as **MOOT**.

**DONE AND ORDERED** in Miami, Florida this 24th day of October, 2025.

  
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**JACQUELINE BECERRA**  
**UNITED STATES DISTRICT JUDGE**

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

<b>Def. No.</b>	<b>Defendant / E-Commerce Store Name</b>	<b>Merchant ID / Payment Account</b>	<b>Payee</b>	<b>Means of Contact Email and WhatsApp</b>
1	discountedkwatch.to	15759655827@163.com		15759655827@163.com WhatsApp: 8618149625778
2	swisswatchesuk.to	15960857827@163.com	陈 艺芬	15960857827@163.com WhatsApp: 8615960857827
3	bestreplicawatch.to	watchesnice2024@gmail.com	陈 立伟	nicetealife@outlook.com WhatsApp: 8615006008297
4	swisstimeclone.com	QRFT3MZSW9ZFY	duke@djtime.io	duke@djtime.io WhatsApp: 85259823663