

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-cv-21356-ALTMAN

HONG KONG YU'EN
E-COMMERCE CO. LTD.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED IN
SCHEDULE "A" HERETO,

Defendants.

FINAL DEFAULT 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. 39], the Court enters the below Default Final Judgment and Permanent Injunction in favor of the Plaintiff and against Defendant No. 2, Clothing and Home Décor (the "Defaulting Defendant").

1. Permanent Injunctive Relief

The Defaulting Defendant, its 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 trademark, or any confusingly similar trademark, identified in Paragraph 2 of the Complaint (the "Plaintiff's Mark");
- b. using Plaintiff's Mark 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 the Defaulting Defendant 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 the Defaulting Defendant are in any way endorsed by, approved by, and/or associated with Plaintiff;
- f. using any reproduction, counterfeit, copy, or colorable imitation of Plaintiff's Mark 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 the Defaulting Defendant as being those of Plaintiff or in any way endorsed by Plaintiff;
- h. otherwise unfairly competing with Plaintiff in connection with Plaintiff's Mark;
- i. using Plaintiff's Mark or any confusingly similar trademark, on e-commerce marketplaces, 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 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:**

Upon the Plaintiff's request, the Internet marketplace website operators and/or administrators for the Internet based e-commerce stores operating under the seller identification names identified on Schedule "A" hereto (the "Seller IDs"), including but not limited to AliExpress, Alipay, Dhgate, Dhpay, Joom, Wish, Wishpay, Walmart, Amazon, Amazon Pay, eBay, Etsy, and/or Taobao, shall permanently remove any and all listings and associated images of goods bearing counterfeits and/or infringements of Plaintiff's Marks via the e-commerce stores operating under the Seller IDs, and any other listings and images of goods bearing counterfeits and/or infringements of Plaintiff's Mark associated with the same sellers or linked to any other alias seller identification names or e-commerce stores being used and/or controlled by the Defaulting Defendant to promote, offer for sale and/or sell goods bearing counterfeits and/or infringements of Plaintiff's Mark.

3. **Statutory Damages in Favor of Plaintiff Pursuant to 15 U.S.C. § 1117(c):**

Award the Plaintiff damages of \$15,000.00 against the Defaulting Defendant, for which let execution issue, based upon the Court's finding that the Defaulting Defendant infringed Plaintiff's Mark on one type of good. The Court considered both the willfulness of the Defaulting 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. **Disposition of Retained Funds**

All funds currently restrained or held on account for the Defaulting Defendant by all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to Walmart and their related companies and affiliates are to be

immediately (within five (5) business days), transferred by the previously referred to financial institution, payment processors, banks, escrow services, money transmitters, or marketplace platforms and by the Defaulting Defendant, to the Plaintiff and/or the Plaintiff's counsel in partial satisfaction of the monetary judgment entered herein against the Defaulting Defendant. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to Walmart, and their related companies and affiliates, shall provide to the Plaintiff at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter for the Defaulting Defendant; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from the Defaulting Defendant's funds restrained prior to release; and (iii) the total funds released for Defaulting Defendant to Plaintiff.

5. **Interest**

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

6. **Bond**

The Clerk is **DIRECTED** to release to the Plaintiff the bond posted in this case in the amount of \$5,000.00.

7. **Jurisdiction**

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

DONE AND ORDERED in the Southern District of Florida on June 4, 2025.



ROY K. ALTMAN
UNITED STATES DISTRICT JUDGE

cc: counsel of record