

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

CASE NO. 25-CV-22489-RAR

XYZ CORPORATION,

Plaintiff,

v.

ABC CORPORATION 1, *et al.*,

Defendants.

**PLAINTIFF’S MOTION FOR ENTRY OF DEFAULT JUDGMENT AGAINST THE
IDENTIFIED SCHEDULE “A” DEFENDANTS**

Plaintiff, Hong Kong Rujing E-Commerce Co. Limited (“Plaintiff”), moves for the entry of Default Judgment, under Federal Rule of Civil Procedure 55 (“Rule 55”) against Defendants ChanPants and Laysam Tops (the “Defaulting Defendants”), and in support of which states,

I. INTRODUCTION

Under Federal Rule of Civil Procedure 12(a)(1)(A), the Defaulting Defendants had twenty-one (21) days to answer or respond to the Plaintiff’s Complaint in this case. As of the filing of this Motion, roughly thirty-one (31) days have passed since electronic service was made on the Defendants, and to date, the Defaulting Defendants have not appeared in this case. (Sheskin Decl. ¶) Pursuant to Rule 55(b)(2), Plaintiff now respectfully moves this Court for entry of a default judgment finding the Defaulting Defendants liable on all counts asserted in Plaintiff’s Complaint.

[Dkt. No. 1.]

On July 18th, 2025, the Defendants were served Plaintiff’s Complaint alleging Trademark Infringement (Count I), False Designation of Origin (Count II), Common Law Trademark Infringement (Count III), and Common Law unfair Competition (Count IV). Defendants were also

served, on July 18th, 2025, with Copies of the issued Temporary Restraining Order. Plaintiff filed a Return of Service on July 18th, 2025 [Dkt. No. 26]. The deadline to respond to the Complaint and Jury Demand (the “Complaint”) [Dkt. No.1] was August 8, 2025.

In connection with its asserted claims for relief, Plaintiff seeks an award of statutory damages pursuant to 17 U.S.C. § 1117(a)(1)-(2) against the Defaulting Defendants, which should be enhanced, for its willful infringement of Plaintiff’s federally registered trademark “ROSEWE”, with U.S. Trademark Registration No. 5,955,253 ("Plaintiff’s Mark"). Plaintiff additionally requests that the Court issue a permanent injunction against the Defaulting Defendants. *See* 17 U.S.C. § 502(a). Furthermore, Plaintiff requests an award of attorneys' fees and costs for the Defaulting Defendants’ willful infringement of Plaintiff’s Mark pursuant to 15 U.S.C. § 1117(b).

Alternatively, Plaintiff requests the issuance of a permanent injunction and an award of damages, including prejudgment interest, for lost sales and the loss of goodwill suffered by Plaintiff, because of the acts of trademark infringement and unfair competition pursuant to Florida Law.

MEMORANDUM OF LAW

A. Jurisdiction and Venue Are Proper in This Court

This Court has original subject matter jurisdiction under 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a)-(b). It also alleges violations under Florida common law. Additionally, this Court has supplemental jurisdiction over those claims under 28 U.S.C. § 1367(a). [Dkt. No. 1 at 7.] Venue is proper in this Court under 28 U.S.C. § 1391, and the Court can properly exercise personal jurisdiction over Defendants because each Defendant directly targets business activities toward consumers in Florida and causes harm to the Plaintiff's business within this judicial district. [Dkt. No. 1 at 9].

In addition to the foregoing, the Court has found that it can properly exercise specific personal jurisdiction over the Defendants, in issuing the Temporary Restraining Order (“TRO”) on July 11, 2025. [Dkt. No. 21]. Furthermore, the Court issued a Preliminary Injunction on July 29, 2025, further supporting this determination. [Dkt. No. 33.] Therefore, it is clear that the Defaulting Defendant is subject to personal jurisdiction in this case.

B. Plaintiff Has Met the Requirements for Entry of Default Under Rule 55(a)

Pursuant to Rule 55(a), "when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default." Fed. R. Civ. P. 55(a). Upon entry of default by the clerk, the well-pled factual allegations of a plaintiff’s complaint, other than those related to damages, will be taken as true. *PetMed Express, Inc. v. Medpets.com*, 336 F. Supp. 2d 1213, 1217 (S.D. Fla. 2004) (citing *Buchanan v. Bowman*, 820 F.2d 359 (11th Cir. 1987)). Plaintiff’s complaint, pleadings, and declarations filed in this case clearly demonstrate that a default judgment pursuant to Rule 55 should be entered against the Defaulting Defendant.

Where there are multiple defendants, “plaintiff must state in a motion for default judgement that there are no allegations of joint and several liability and set forth the basis why there is no possibility of inconsistent liability.” *Adidas AG v. Adidasjeremycottitalia.eu*, No. 13-cv-62712, 2014 WL 1122017, at *2 (S.D. Fla. Aug. 14, 2014) (entering default judgment against all defendants even where plaintiff alleged joint and several liability, because all defendants defaulted). In this action, all Defendants have defaulted, leaving no risk of inconsistency.

C. The Factual Allegations Establish Liability

15 U.S.C. § 1114 establishes liability for trademark infringement if, without the registrant’s consent, a defendant uses “in commerce any reproduction, counterfeit, copy, or colorable imitation

of a registered mark: which is likely to cause confusion, or to cause mistake, or to deceive.”

In order to prevail on its trademark infringement claim under Section 32 of the Lanham Act, a plaintiff must demonstrate: “(1) that it had prior rights to the mark at issue, and (2) that the defendant had adopted a mark or name that was the same, or confusingly similar to its mark, such that consumers were likely to confuse the two.” *Planetary Motion, Inc. v. Techsplosion, Inc.*, 261 F.3d 1188, 1193 (11th Cir. 2001) (citing *Lone Star Steakhouse & Saloon, Inc. v. Longhorn Steaks, Inc.*, 106 F.3d 355, 360 (11th Cir. 1997)).

To succeed on a claim of false designation of origin under Section 43(a) of the Lanham Act, the Plaintiff must show that the Defendants used in commerce, with respect to any goods or services, any word, term, name, symbol, device, or combination of these, or any false designation of origin that is likely to deceive about the affiliation, connection, or association of the Defendants with the Plaintiff, or the origin, sponsorship, or approval of the Defendants’ goods by the Plaintiff. 15 U.S.C. § 1125(a)(1).

The test for liability for false designation of origin under Section 43(a) is “whether the public is likely to be deceived or confused by the similarity of the marks at issue.” *Two Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 780 (1992).

Whether a defendant’s use of a plaintiff’s trademarks creates a likelihood of confusion between the plaintiff’s and the defendant’s products is also the determining factor in the analysis of unfair competition under Florida common law. *See Planetary Motion*, 261 F.3d at 1193 n.4 (“Courts may use an analysis of federal infringement claims as a ‘measuring stick’ in evaluating the merits of state law claims.”). Further, the test to establish trademark infringement liability under Florida common law is the same as the likelihood of consumer confusion test outlined in § 32(a) of the Lanham Act. *See PetMed Express, Inc.*, 336 F. Supp. 2d at 1217-18.

The well-pleaded factual allegations in Plaintiff’s Complaint, supported by the evidence submitted, conclusively establish the Defaulting Defendants’ liability under each claim asserted in the Complaint—a Default Judgment under Rule 55 of the Federal Rules should be entered against the Defaulting Defendants.

D. Plaintiff is Entitled to Entry of the Requested Default Judgment

Rule 55(b)(2) of the Federal Rules of Civil Procedure generally allows for the entry of a court-ordered default judgment against one or more defending parties who fail to appear, answer, or defend against allegations. Fed. R. Civ. P. 55(b)(2). A defaulting defendant is considered to have admitted to a plaintiff’s well-pled allegations of fact. *Tyco Fire & Sec. LLC v. Alcocer*, 218 F. App’x 860, 863 (11th Cir. 2007); *U.S. v. Kahn*, 164 Fed. Appx. 855, 858 (11th Cir. 2006) (district court may enter default judgment when the complaint contains sufficient well-pleaded allegations to support a claim for injunctive relief).

More than twenty-one (21) days have passed since the Defaulting Defendant was served, and none of the Defaulting Defendants has filed an answer or other responsive pleading. Default judgment is appropriate, and Plaintiff is entitled to entry of a default judgment pursuant to Rule 55(b)(2) against the Defaulting Defendant for trademark infringement, false designation of origin, and unfair competition as asserted in the Complaint. [Dkt. No. 1.]

Accordingly, Plaintiff is entitled to the following remedies through the issuance of a default judgment against the Defaulting Defendants: (1) an award of the Defaulting Defendants’ profits derived from their acts of infringement to offset Defendants’ unjust enrichment and to deter future infringement of Plaintiff’s Mark, pursuant to 15 U.S.C. § 1117(a)(1); (2) triple damages and increased profits pursuant to 15 U.S.C. § 1117(b); (3) entry of a permanent injunction pursuant to 15 U.S.C. § 1116; and (4) an award of attorneys’ fees and costs pursuant to 15 U.S.C. § 1117(b).

1. A Permanent Injunction Against the Defaulting Defendants is Appropriate

The Lanham Act authorizes a district court to issue an injunction “according to the principles of equity and upon such terms as the court may deem reasonable,” to prevent violations of trademark law. 15 U.S.C. § 1116(a). “Injunctive relief is the remedy of choice for trademark and unfair competition cases, since there is no adequate remedy at law for the injury caused by a defendant’s continuing infringement.” *Burger King Corp. v. Agad*, 911 F. Supp. 1499, 1509-10 (S.D. Fla. 1995) (citing *Century 21 Real Estate Corp. v. Sandlin*, 846 F.2d 1175, 1180 (9th Cir. 1988)).

The Defendants’ failure to respond or otherwise appear in this action makes it difficult for the Plaintiff to prevent further infringement absent an injunction. See *Jackson v. Sturkie*, 255 F. Supp. 2d 1096, 1103 (N.D. Cal. 2003) (“defendant’s lack of participation in this litigation has given the court no assurance that defendant’s infringing activity will cease. Therefore, plaintiff is entitled to permanent injunctive relief.”). Under 15 U.S.C. § 1116, this Court should permanently enjoin the Defaulting Defendants from continuing to infringe Plaintiff’s Mark.

Permanent injunctive relief is appropriate where a plaintiff demonstrates 1) it has suffered irreparable injury; 2) there is no adequate remedy at law; 3) the balance of hardship favors an equitable remedy; and 4) an issuance of an injunction is in the public interest. *eBay, Inc. v. MercExchange, LLC*, 547 U.S. 388, 392-93 (2006).

As demonstrated in Plaintiff’s Motion and based upon the issuance of the temporary restraining order and preliminary injunction entered in this matter, Plaintiff has carried its burden on each of the four factors, warranting permanent injunctive relief. The Defaulting Defendants unlawfully used the Plaintiff’s goodwill to make a profit; thus, permanent injunctive relief is appropriate.

The Defendants' actions merit permanent injunctive relief, not only to protect Plaintiff's reputation but also to protect consumers from being deceived as to the quality and source of products bearing the ROESWE trademark. The facts alleged in Plaintiff's Complaint, supported by the evidence provided, demonstrate that the Defaulting Defendants are repeatedly infringing on Plaintiff's Mark by using ROESWE in the description of the Defaulting Defendants' goods to advertise, promote, and sell products that are similar but of lower quality than those of Plaintiff. (See Dkt. No. 1. ¶¶ 16-20.)

Plaintiff will suffer irreparable injury if Defaulting Defendant's infringing activities are not permanently enjoined. (Dkt. No. 1 ¶¶ 33 and 43.) A "sufficiently strong showing of likelihood of confusion . . . may by itself constitute a showing of a substantial threat of irreparable harm." *McDonald's Corp. v. Robertson*, 147 F.3d 1301, 1306 (11th Cir. 1998); see also *Levi Strauss & Co. v. Sunrise Int'l Trading Inc.*, 51 F.3d 982, 986 (11th Cir. 1995) ("There is no doubt that the continued sale of thousands of pairs of counterfeit jeans would damage LS & Co.'s business reputation and might decrease its legitimate sales.").

Further, Plaintiff's Complaint alleges that Defendants' unlawful actions have caused Plaintiff irreparable injury and will continue to do so if Defendants are not permanently enjoined. (Dkt. No. 1 ¶¶ 33 and 43.) By failing to answer the Complaint, the Defaulting Defendants have defaulted and thus admitted Plaintiff's factual allegations in that respect.

Additionally, Plaintiff has no adequate remedy at law so long as the Defaulting Defendants continue using Plaintiff's Mark in connection with their Internet-based e-commerce stores on the Walmart platform, because Plaintiff cannot control the quality of what appears to be its products in the marketplace. An award of monetary damages alone will not fix the harm to Plaintiff's reputation and goodwill that will result if the Defaulting Defendants' infringing and counterfeiting

activities are allowed to persist.

It cannot be said that the Defaulting Defendants would face hardship in stopping their willful infringement of Plaintiff's Mark, as they are simply prohibited from selling counterfeit goods, which is illegal. At the same time, Plaintiff suffers hardship from lost sales and an inability to manage its reputation.

Finally, the public has an interest in a permanent injunction against the Defaulting Defendants to prevent consumers from being misled by their products. See *Chanel, Inc. v. besumart.com*, 240 F. Supp. 3d 1283, 1291 (S.D. Fla. 2016) (“[A]n injunction to enjoin infringing behavior serves the public interest in protecting consumers from such behavior.” (alteration added) (citation omitted)); *BellSouth Adver. & and Publ'g. Corp. v. Real Color Pages, Inc.*, 792 F. Supp. 775, 785 (M.D. Fla. 1991) (holding “[i]n a trademark infringement or unfair competition case, a third party, the consuming public is present, and its interests are paramount.”). A permanent injunction will prevent consumer confusion and deception in the marketplace and protect Plaintiff's property interest in its ROSEWE trademark.

The Defaulting Defendants have admitted through default that their e-commerce stores, related payment accounts, and seller aliases or IDs are used in connection with selling counterfeit and infringing goods. They use the Plaintiff's Mark in product descriptions, which are key parts of the Defaulting Defendants' online activities. These elements are among the ways the Defaulting Defendants carry out their counterfeiting and infringement schemes, causing harm to the Plaintiff. [Dkt. No. 1 ¶¶ 18-21.)

To enforce the injunction practically under the Court's inherent authority and the All Writs Act, 28 U.S.C. § 1651(a), all listings using Plaintiff's Mark on the e-commerce store names ChanPants, Laysam Tops, and any other e-commerce store names operated or controlled by the

Defaulting Defendants to promote, offer for sale, or sell goods bearing or using counterfeit or infringing versions of Plaintiff's Mark should be permanently removed by the Internet marketplace website operators or administrators.

Unless the listings that use Plaintiff's Mark are removed, the Defaulting Defendants will remain free to continue infringing on Plaintiff's Mark without consequence, continue benefiting from the Internet traffic to their e-commerce stores generated through the unlawful use of the ROSEWE trademark, and keep deceiving the public through their illegal activities.

The Court's powers of equity can compel measures necessary to enforce an injunction against infringement. See, e.g., *Swann v. Charlotte-Mecklenburg Bd. of Educ.*, 402 U.S. 1, 15 (1971) ("Once a right and a violation have been shown, the scope of a district court's equitable powers to remedy past wrongs is broad, for. . . the essence of equity jurisdiction has been the power of the Chancellor to do equity and to mold each decree to the necessities of the particular case."); & *United States v. Bausch & Lomb Optical Co.*, 321 U.S. 707, 724 (1944) ("Equity has power to eradicate the evils of a condemned scheme by prohibition of the use of admittedly valid parts of an invalid whole.").

Since the Defaulting Defendants have engaged in an online counterfeiting and infringement scheme and are profiting from intentionally misusing Plaintiff's rights, unless the infringing online platform listings are permanently removed, the Defaulting Defendants will be able to continue deceiving the public with their illegal activities. Therefore, the Court should shut down the means through which the Defaulting Defendants conduct their unlawful activities to prevent further infringement.

2. Damages for Trademark Infringement

In cases involving the use of counterfeit marks in connection with a sale, offer for sale, or distribution of goods, 15 U.S.C. § 1117(c) states that a plaintiff may choose to seek statutory damages at any point before final judgment is made, with the amount ranging from at least \$1,000.00 to no more than \$200,000.00 per counterfeit mark for each type of good. If the Court finds that the Defaulting Defendants' counterfeiting actions were willful, it may award damages exceeding the maximum limit, up to \$2,000,000.00 per mark per type of good. 15 U.S.C. § 1117(c)(2). Under 15 U.S.C. § 1117(c), the Plaintiff chooses to seek statutory damages for its Trademark Infringement claim as stated in the Complaint.

This Court has broad discretion to set an amount of statutory damages. *PetMed Express, Inc.*, 336 F. Supp. 2d at 1219 (citing *Cable/Home Commc'n Corp. v. Network Prod., Inc.*, 902 F.2d 829, 852 (11th Cir. 1990)). An award of statutory damages is an appropriate remedy, despite a plaintiff's inability to provide actual damages caused by a defendant's infringement. *Ford Motor Co. v. Cross*, 441 F. Supp. 2d 837, 852 (E.D. Mich. 2006) (“[A] successful plaintiff in a trademark infringement case is entitled to recover enhanced statutory damages even where its actual damages are nominal or non-existent.”).

Congress enacted the statutory damages remedy in trademark counterfeiting cases because evidence of a defendant's profits in such cases is almost impossible to ascertain. See, e.g., S. REP. NO. 104-177, pt. V(7) (1995) (discussing purposes of Lanham Act statutory damages). See also *PetMed Express, Inc.*, 336 F. Supp. 2d at 1220 (statutory damages are “especially appropriate in default judgment cases due to infringer nondisclosure”). The instant action is no different.

A defendant's intent can be of probative value for establishing willfulness, triggering an enhanced statutory award. *PetMed Express, Inc.*, 336 F. Supp. 2d at 1220. A defendant is deemed

to have acted willfully where “the infringer acted with actual knowledge or reckless disregard” of a plaintiff’s intellectual property rights. See *Arista Records, Inc. v. Beker Enter., Inc.*, 298 F. Supp. 2d 1310, 1312 (S.D. Fla. 2003). Willfulness may also be inferred from the defendant’s default. See *PetMed Express, Inc.*, 336 F. Supp. 2d at 1217 (upon default, well-plead allegations taken as true). In either situation, a defendant is considered to have the necessary knowledge that its actions amount to infringement.

Plaintiff’s Mark is widely recognized as a symbol of high-quality women’s clothing and fashion goods. The fact that the Defaulting Defendant offered for sale and sold goods using a mark that is identical or nearly identical to such a well-known mark shows their intent to benefit from Plaintiff’s goodwill. In a clear case of copying like this, it is reasonable to infer that the Defaulting Defendant intended to cause confusion and to profit from Plaintiff’s reputation to Plaintiff’s detriment. See *PetMed Express, Inc.*, 336 F. Supp. 2d at 1220 (court infers intent to confuse consumers into believing an affiliation from Defendants’ use of a confusingly similar mark).

In this district, it has been held that when an alleged infringer adopts a mark “with the intent of obtaining benefit from the plaintiff’s business reputation, ‘this fact alone may be sufficient to justify the inference that there is confusing similarity. *Turner Greenberg Assocs.*, 320 F. Supp. 2d 1317, 1333 (S.D. Fla. 2004) (citing *Carnival Corp. v. Seascapes Casino Cruises, Inc.*, 74 F. Supp. 2d 1261, 1268 (S.D. Fla. 1999)). In other words, the placement of the trademark ROSEWE in the middle of the listing is intentional; it was deliberately placed there to attract more business.

The evidence submitted in this case establishes that the Defaulting Defendants intentionally copied Plaintiff’s Mark to derive the benefit of Plaintiff’s reputation, which Defaulting Defendants admitted through default. [Dkt. No. 1 ¶¶ 15-21, 28-30, and 37-42.] See *Arista Records, Inc.*, 298 F. Supp. 2d at 1313 (finding a Court may infer willfulness from the defendants’ default).

This Court should award a significant amount of statutory damages under the Lanham Act to ensure the Defaulting Defendant does not continue its intentional and willful counterfeiting activities.

The evidence in this case shows that the Defaulting Defendants promoted, distributed, advertised, offered for sale, and/or sold at least one type of good using Plaintiff's Mark. (Dkt. No. 1 ¶¶ 16-20; Dkt. No. 1-3. Pg. 2) In similar cases involving the same issues and claims for damages, this Court has found enough evidence to establish a defendant's infringement and to issue a final default judgment and permanent injunction. See, e.g., *Fendi S.R.L. v. Individuals, P'ships, and Unincorporated Ass'ns Identified on Schedule "A,"* Case No. 20-CV-61724-RNS (S.D. Fla. Dec. 22, 2020, docketed Dec. 23, 2020). Based on this, Plaintiff respectfully requests that the Court award statutory damages of \$15,000.00 against each of the Defaulting Defendants.

Plaintiff's requested damages for the Defaulting Defendants are well within the permissible range under 15 U.S.C. § 1117(c)(2). These damages should be sufficient to deter the Defaulting Defendants and others from continuing to counterfeit or infringe upon Plaintiff's Mark, provide compensation to Plaintiff, and punish the Defaulting Defendant—all of which are goals outlined in 15 U.S.C. § 1117(c). The Joint Statement of Trademark Counterfeiting Legislation, H.R.J. Res. 648, 98th Cong., 2nd Sess., 130 Cong. Rec. H12076, H12083; *PetMed Express, Inc.*, 336 F. Supp. 2d at 1220-21 ("statutory damages under § 1117(c) are intended not just for compensation for losses, but also to deter wrongful conduct."). This Court and others have granted statutory damages under the Lanham Act using a similar methodology to that of the Plaintiff.¹

¹ See, e.g., *Yip, LLC v. Individuals*, U.S. Dist. LEXIS 124150, No. 21-61580-CIV-ALTMAN (S.D. Fla. July 18, 2022) (awarding Plaintiff \$1,000,000.00 against each Defendant based on at least one mark counterfeited and one type of good sold); *Chanel, Inc. v. Individuals*, Case No. 23-cv-62186-RKA (S.D. Fla. Feb. 7, 2024) (same); *Louis Vuitton Malletier v. Individuals*, No. 23-cv-60520-RKA (S.D. Fla. May 17, 2023) (same); *Specialized Bicycle Components, Inc. v. Individuals*, No. 23-cv-60252-RKA (S.D. Fla. Apr. 17, 2023) (same); *Goyard St-Honore v. Individuals*, No. 22-cv-61837-RKA (S.D. Fla. Feb. 22, 2023) (same). See also *Chanel, Inc. v. Individuals*, No. 22-61082-CIV-

3. Damages for False Designation of Origin.

The Lanham Act provides that a plaintiff who prevails in a trademark infringement action “shall be entitled, subject to the provisions of sections 1111 and 1114 of this title, and subject to the principles of equity, to recover (1) defendant's profits, (2) any damages sustained by the plaintiff, and (3) the costs of the action.” 15 U.S.C. § 1117(a).

“The Eleventh Circuit has made clear that in assessing damages under the Act the court may enter judgment, according to the circumstances of the case, for any sum above the amount found as actual damages, not exceeding three times such amount.” *Hard Candy, LLC v. Anastasia Beverly Hills, Inc.*, Case No. 16-cv-21203, 2018 WL 10322164, *3 (S.D. Fla. Jan. 13, 2018). “Further, if the court finds that the amount of the recovery based on profits is either inadequate or excessive, the court may, in its discretion, enter judgment for the sum the court finds to be just, according to the circumstances of the case.” *Id.* (citing *Slep-Tone Entertainment Corp., v. Johnson*, 518 F. App'x 815, 819 (11th Cir. 2013); 15 U.S.C. 1117(a)).

“Thus, a district court has considerable discretion to award damages that are appropriate to the unique facts of the case, and when the court concludes that an award of profits is ‘excessive,’ the Act expressly provides that it may award an amount of damages as it shall find to be just.” *Id.* “Finally, in *Burger King v. Mason*, 855 F. 2d 779 (11th Cir. 1988), the Eleventh Circuit stated, ‘... all monetary awards under Section 1117 are ‘subject to the principles of equity,’ [and] ... no hard and fast rules dictate the form or quantum of relief.’” *Id.* (citation omitted).

As such, Plaintiff respectfully suggests the Court award damages of \$15,000.00 against each of the Defaulting Defendants. Plaintiff’s proposed damage amount is well within the permissible range under 15 U.S.C. § 1117(a). It should be enough to deter the Defaulting

SINGHAL, 2022 U.S. Dist. LEXIS 184619 (S.D. Fla. Sept. 7, 2022) (same); *Tiffany (NJ) LLC v. Individuals*, No. 20-cv-60299-MOORE, 2020 U.S. Dist. LEXIS 143158 (S.D. Fla. June 26, 2020) (same).

Defendant and others from continuing to counterfeit or infringe upon Plaintiff's Mark, compensate the Plaintiff, and punish the Defaulting Defendant—all goals of 15 U.S.C. § 1117(a).

4. Damages for Common law Trademark Infringement and Common Law Unfair Competition

Plaintiff's Complaint also includes claims for common law unfair competition and common law trademark infringement (Counts III & IV). Regarding Counts III & IV, the scope of monetary damages allowed is also covered by 15 U.S.C. § 1117(a). Therefore, judgment on Counts III & IV should be limited to the amount awarded under Count I for federal trademark infringement and Count II false designation of origin, along with the requested equitable relief.

CONCLUSION

Based on the foregoing, Plaintiff respectfully requests the Court to enter a default judgment against the Defaulting Defendants under Rule 55. Plaintiff also asks the Court to award: (1) the Defaulting Defendant's profits from its acts of infringement to remedy unjust enrichment and deter future infringements of Plaintiff's Mark, pursuant to 15 U.S.C. § 1117(a)(1); (2) triple damages and increased profits under 15 U.S.C. § 1117(b); (3) a permanent injunction under 15 U.S.C. § 1116; and (4) attorneys' fees and costs as allowed by 15 U.S.C. § 1117(b).

DATED: August 18, 2025

Respectfully Submitted,

By: /s/ Joshua H. Sheskin
Joshua H. Sheksin (FL Bar No. 93028)
joshua@bayramoglu-legal.com
BAYRAMOGLU LAW OFFICES LLC
1540 West Warm Springs, Suite 100
Henderson, NV 89014
Telephone: (702) 462-5973
Fax: (702) 553-3404
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of August 2025, I electronically filed the foregoing using the electronic case filing system. Notice of this filing is provided to unrepresented parties via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and a link to said website in the email provided by third-party, Walmart.

By: /s/ Joshua H. Sheskin
JOSHUA H. SHESKIN (FL BAR No. 93028)

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 1:25-cv-22489-RAR

XYZ CORPORATION,

Plaintiff,

v.

ABC CORP 1, *et al.*

Defendants.

_____ /

**DECLARATION OF JOSHUA H. SHESKIN IN SUPPORT OF
PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT JUDGMENT**

I, Joshua H. Sheskin, of Mt. Lebanon, Pennsylvania, declare as follows:

1. I am an attorney duly licensed to practice before this Court, and I am counsel for Plaintiff, *Hong Kong Rujing E-Commerce Co. Limited* ("Plaintiff") in the above-captioned matter. I make this Declaration, which is filed in support of Plaintiff's Motion for Entry of Default Judgment, and I could and would testify competently to the matters set forth herein.

2. On May 30, 2025, Plaintiff filed its Complaint and Jury Demand [Dkt. No. 1] against Defendants, the Individuals, *ChanPants and Laysam Tops* [Dkt. No. 1-1] (collectively, "Defendants").

3. On July 18, 2025, Defendants were served with their respective Summons and copies of the Complaint via electronic mail ("e-mail") and website posting pursuant to the Court's Order authorizing alternate service of process. (See Dkt. No. 26 Return of Service on file with the Court.)

4. The deadline to respond to the Complaint and Jury Demand (the "Complaint") [Dkt. No.1] was August 8, 2025.

5. The Defendants have not been granted an extension of time to respond to the Complaint.

6. Clerk’s Entry of Default was entered on August 12, 2025. [Dkt. No. 35].

7. As of the filing of this Motion, approximately thirty-one days (31) have expired since electronic service was effectuated on Defendants.

8. Defendants have failed to answer or otherwise respond to the Complaint or appear in the action.

9. The Defaulting Defendants’ information is as follows:

No.	Seller’s Name	Seller ID
1	CHANPANTS	10255206
2	LAYSAM TOPS	101206585

10. Servicemembers Civil Relief Act, 50 U.S.C. app. § 521(b):

- a. I am unable to determine whether the Defaulting Defendants are in military service because the Defaulting Defendants’ true identities are unknown.
- b. Defaulting Defendant is believed to be a person that is a citizen of the People’s Republic of China or a company that is organized under the laws of the People’s Republic of China.
- c. The Defaulting Defendant’s store information page on Walmart.com lists the following addresses as Defaulting Defendants’ addresses, which make no sense, and are clearly false:

No	Seller Name	Address
1	ChanPants	ShenZhenShiLongHuaQuLongHuaJieDaoJingLongSheQuDongHuanYiLuHengHeGuoJiDaSha3Ceng

		shen zhen, GD 518109, CN
2	LaysamTops	ShiLongHuaQuLongHuaJieDaoYouSongLuQuanSenChuangYeYuanFu KangDaLouA4035 Shenzhen, GD 518109, CN

I declare under penalty of perjury under the laws of the United States of America the foregoing is true and correct.

Executed on August 18, 2025, in Mt. Lebanon, Pennsylvania.

Respectfully Submitted

By: /s/ Joshua H. Sheskin
JOSHUA H. SHESKIN (FL BAR NO. 93028)

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

CASE NO.: 1:25-cv-22489-RAR

XYZ CORPORATION,

Plaintiff,

v.

ABC CORP 1, *et al.*

Defendants.

[PROPOSED] FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE comes before the Court on the Plaintiff’s Motion for Entry of Final Default Judgment (the “Motion”). For the reasons set forth in the Order Granting Plaintiff’s Motion for Default Judgment, [Dkt. No. 37], this Court now enters this separate final judgment pursuant to Federal Rule of Civil Procedure 58(a). Pursuant to Federal Rule of Civil Procedure 58(a), the Court hereby **ENTERS THIS SEPARATE FINAL JUDGMENT**. Accordingly, it is **ORDERED and ADJUDGED** that Final Default Judgment is hereby entered in favor of the Plaintiff, XYZ Corporation (“Plaintiff”), and against Defendants (the “Defaulting Defendants”) as follows:

1. **Permanent Injunctive Relief**

The Defaulting Defendants, their officers, directors, agents, representatives, subsidiaries, distributors, servants, employees, 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 (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 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 the Defaulting Defendants 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 Defendants 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 hosting Defendants, 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 each of the Defaulting Defendants, 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 Amazon 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 All funds currently restrained or held in account for the Defaulting Defendant by all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to Amazon and their related companies and affiliates, must be immediately transferred within five (5) business days by the aforementioned entities and the Defaulting Defendant to the Plaintiff and/or the Plaintiff's counsel as partial satisfaction of the monetary judgment entered 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 the Plaintiff at the time of fund release with a breakdown showing (i) the total funds restrained in this matter for the Defaulting Defendant; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from the restrained funds prior to release; and (iii) the total funds released to the Plaintiff for the Defaulting Defendant.

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 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.

8. **Closure of Case**

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

DONE AND ORDERED in Miami, Florida this ____ day of _____, 2025.

HON. RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE