

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

**Case No.: 1:25-CV-22117-RAR**

HONG KONG LEYUZHEN TECHNOLOGY  
CO. LIMITED,

Plaintiff,

v.

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

Defendants.

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**PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT JUDGMENT AGAINST THE  
IDENTIFIED SCHEDULE "A" DEFENDANTS**

Plaintiff XYZ Corporation ("Plaintiff"), hereby moves for this Entry of Default Judgment (the "Motion") pursuant to Federal Rule of Civil Procedure 55 ("Rule 55") against Defendants JXUNDA, PENCHAHENG [DEALS OF THE DAY CLEARANCE], and CYSSXA a/k/a LAYAN B (the "Defaulting Defendants"), and states as follows in addition to the attached declaration of Joshua H. Sheskin (the "Sheskin Decl."), in support thereof;

**I. INTRODUCTION**

On May 7, 2025, Plaintiff filed its Complaint and Jury Demand (the "Complaint") [Dkt. No. 1] in this action alleging, Copyright Infringement (Count I), and Violation of Florida Deceptive and Unfair Trade Practices Act (Count II). On June 25, 2025, the Court authorized electronic service via email on the Schedule "A" Defendants in connection with the Temporary Restraining Order ("TRO") [Dkt. No. 13]. On June 18, 2025, Plaintiff completed service on all

named Defendants and filed a Return of Service on July 31, 2025 [Dkt. No. 26-28]. The deadline to respond to the Complaint was August 21, 2025.

Pursuant to Federal Rule of Civil Procedure 12(a)(1)(A), the Defaulting Defendant had twenty-one (21) days to answer or otherwise respond to Plaintiff's Complaint in this action. As of the filing of this Motion, approximately forty-one days (41) have expired since electronic service was effectuated on the Schedule "A" Defendants, which includes the Defaulting Defendants that are the subject of Plaintiff's Motion. (Sheskin Decl. ¶ 4, 8, and 9.) To date, the Defaulting Defendants have not answered or otherwise responded to Plaintiff's Complaint. (Sheskin Decl. ¶ 5)

Pursuant to Rule 55(b)(2), Plaintiff now respectfully moves this Court for entry of a default judgment finding the Defaulting Defendants liable on both counts asserted in the Complaint. These asserted counts include claims for Copyright Infringement (Count I), and Violation of Florida Deceptive and Unfair Trade Practices Act (Count II).

In connection with its asserted claims for relief, Plaintiff seeks an award of statutory damages pursuant to 17 U.S.C. § 504(c) against the Defaulting Defendant, which should be enhanced by 17 U.S.C. § 504(c)(2), for its willful infringement of Plaintiff's federally registered copyrights. Plaintiff additionally requests that the Court issue a permanent injunction against the Defaulting Defendant. *See* 17 U.S.C. § 502(a). Furthermore, Plaintiff requests an award of attorneys' fees and costs pursuant to 17 U.S.C. § 505.

## **II. ARGUMENT**

### **A. Jurisdiction and Venue Are Proper in This Court**

This Court has original subject matter jurisdiction under 28 U.S.C. § 1331, 28 U.S.C. § 1338(a)-(b). This action also alleges violations under Florida common law. This Court has

supplemental jurisdiction of those claims under 28 U.S.C. § 1367(a). Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets business activities toward consumers in Florida and causes harm to Plaintiff's business within this judicial district. [Dkt. No. 1].

In addition to the foregoing, the Court has determined that it can properly exercise specific personal jurisdiction over the Schedule "A" Defendants, which includes the Defaulting Defendants, in issuing the Temporary Restraining Order ("TRO") on June 30, 2025. [Dkt. No. 18]. Moreover, the Court additionally issued a Preliminary Injunction on August 14, 2025, further solidifying this determination. [Dkt. No. 36.] Accordingly, it is unquestionable that the Defaulting Defendant is subject to personal jurisdiction in this action.

**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)). The plaintiff's complaint, pleadings, and declarations filed in this case clearly show that a default judgment under Rule 55 should be entered against the Defaulting Defendants.

Where there are multiple defendants, "plaintiff must state in a motion for default judgment 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).

Here, the Plaintiff does not allege joint and several liability against the Defaulting Defendants, who are the only remaining defendants in this case. The Complaint asserts, and the evidence confirms, that the Defaulting Defendants distributed unauthorized copies of Plaintiff's copyright-protected works ("the Rotita Copyrights") along with selling competing products. As explained in more detail below, the Plaintiff seeks statutory damages from the Defaulting Defendants for willful infringement. Therefore, there is no risk of inconsistent liability.

### **C. The Factual Allegations Establish Liability**

"To establish infringement, two elements must be proven: (1) ownership of a valid copyright, and (2) copying of constituent elements of the work that are original." *Feist Publications, Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340, 361 (1991).

Each Defendant has directly copied one or more photographs protected by the Rotita Copyrights, or their infringing photographs are strikingly similar, or at least substantially identical, to the images protected by the Rotita Copyrights. These actions constitute unauthorized copying, reproduction, distribution, creation of a derivative work, and/or public display of the Plaintiff's copyrighted Rotita Products.

Defendant has made unauthorized copies of the Plaintiff's works. Specifically, each Defendant also misleads consumers by using the Rotita Copyrights without authorization in offering products for sale, referencing and/or embodying those copyrights on the Online Stores.

The well-pled factual allegations of Plaintiff's Complaint properly establish the elements for each claim. Furthermore, the factual allegations in Plaintiff's Complaint, supported by the evidence provided, definitively establish the Defaulting Defendants' liability under each claim

asserted in the Complaint. A Default Judgment under Rule 55 of the Fed. R. Civ. P. should be entered against the Defaulting Defendant.

**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 the allegations made against them. 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 establish a claim for injunctive relief).

More than twenty-one (21) days have passed since the Defaulting Defendants were served, and they have neither filed responsive pleadings nor appeared in the case. Therefore, a default judgment is justified under Rule 55(b)(2) against the Defaulting Defendants for the copyright infringement alleged in the Complaint, as well as the violation of the Florida Deceptive and Unfair Business Practices Act. [Dkt. No. 1]

Accordingly, Plaintiff is entitled to the following remedies through a default judgment against the Defaulting Defendants: (1) an award of statutory damages for infringement acts to redress Defendants' unjust enrichment and deter copyright violations, per 17 U.S.C. § 504(c)(2); (2) a permanent injunction under 17 U.S.C. § 502; and (3) attorneys' fees and costs awarded under 15 U.S.C. § 505.

**1. *A Permanent Injunction Against the Defaulting Defendants is Appropriate***

Permanent injunctive relief is in the public interest because each of the Defendants is involved in illegal activities and is directly defrauding consumers by passing off Defendant's

competing Infringing Products as genuine Rotita Products through the publication of the Infringing Photographs.

The public interest favors maintaining the integrity of the copyright laws. *See C.B. Fleet Co.* 510 F. Supp. at 1084 (“The public interest can only be served by upholding copyright protection and preventing the misappropriation of protected works.”); *Salinger*, 607 F.3d at 82; *see also CBS Broad., Inc. v. EchoStar Comm’ns. Corp.*, 265 F.3d 1193, 1198 (11th Cir. 2001) (the public interest lies with protecting the rights of copyright owners); *Nailtiques Cosmetic Corp. v. Salon Sciences, Corp.*, 1997 WL 244746, 5, 41 (S.D. Fla. 1997) (“The interests of the public in not being victimized and misled are important considerations in determining the propriety of granting injunctive relief.”)

Plaintiff has demonstrated that there is no adequate remedy at law and that it will suffer irreparable harm if each Defendant’s ongoing conduct is not permanently enjoined. Furthermore, Plaintiff has shown that the balance of hardships favors granting the requested injunction. Therefore, Plaintiff respectfully requests that the Court grant the Motion and issue a permanent restraining order against Defendants.

Plaintiff will suffer irreparable harm if Defaulting Defendants’ infringing activities are not permanently enjoined, as the same harm continues that this court previously determined to be sufficient for temporary and preliminary injunctive relief. A copyright holder has “the right to exclude others from using his property.” *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 392 (2006) (citing *Fox Film Corp. v. Doyal*, 286 U.S. 123 (1932)). Defendants’ infringing conduct deprives Plaintiff of control over his exclusive copyright rights, causing irreparable harm. *Salinger v. Colting*, 607 F.3d 68, 82 (2d Cir. 2010) (holding that violation of copyright owner’s “right to exclude” renders monetary remedies inadequate in many circumstances) (quoting *eBay, Inc.* at

395). These harms are notoriously difficult to quantify and are considered irreparable. *Id.* at 81 (loss of sales due to infringement is “notoriously difficult” to prove).

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. Defendant has admitted continuing irreparable injury by defaulting.

The Defaulting Defendants have admitted through their default that their e-commerce store names, associated payment accounts, and seller aliases or identification numbers are used in connection with the sale of infringing goods by utilizing Plaintiff’s copyrights in the product descriptions. This violation is also a key part of the Defaulting Defendants’ online activities and is one of the ways they further their counterfeiting and infringement schemes, causing irreparable harm to the Plaintiff.

Therefore, to effectively enforce the injunction based on the Court’s inherent authority and the All Writs Act, 28 U.S.C. § 1651(a), all listings that use Plaintiff’s copyrights through the e-commerce store names, as well as any other e-commerce store names controlled or being used by the Defaulting Defendants to promote, offer for sale, or sell goods that infringe on Plaintiff’s copyright, should be permanently removed by Internet marketplace website operators and/or administrators.

Without removing the listings that use Plaintiff’s copyrights, the Defaulting Defendants will remain free to continue infringing Plaintiff’s copyrights with impunity, will continue to benefit from the Internet traffic to its e-commerce store built through the unlawful use of the Rotita Copyrights, and will keep defrauding 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 mould 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.").

The Defaulting Defendants have engaged in an online infringement scheme and are making profits from the intentional misappropriation of the Plaintiff's rights. Unless the infringing online listings are permanently removed, the Defaulting Defendants will continue to deceive the public with their illegal activities. Therefore, the Court should remove the means by which the Defaulting Defendants carry out their unlawful conduct to further prevent the use of these tools of infringement.

## **2. Damages for Copyright Infringement**

In a case involving the use of infringing marks in connection with a sale, offering for sale, or distribution of goods, 17 U.S.C. § 504(c) provides that a plaintiff may choose to receive statutory damages, which may be increased under 17 U.S.C. § 504(c)(2) if the Court finds that the Defaulting Defendants' infringing actions were willful. Pursuant to 15 U.S.C. § 504, the Plaintiff elects to recover statutory damages for the Copyright Infringement claim alleged in the Complaint.

This Court has wide 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 defendant's intent can be of probative

value in establishing willfulness, which may trigger 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” to 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 case, a defendant is deemed to have the requisite knowledge that its acts constitute infringement.

The evidence presented in this case clearly shows that the Defaulting Defendants intentionally copied the Rotita Copyrights to sell clothing that competes with the items shown in the photographs protected by those copyrights. By failing to respond to the Complaint the Defaulting Defendants admitted Plaintiff’s allegations of willfulness. See *Arista Records, Inc.*, 298 F. Supp. 2d at 1313 (finding a Court may infer willfulness from the defendants’ default). This Court should award substantial statutory damages under the Copyright Act to prevent the Defaulting Defendants from continuing their intentional and willful counterfeiting activities.

Based on these considerations, Plaintiff requests that the Court award statutory damages against the Defaulting Defendants. The evidence in this case shows that the Defaulting Defendants promoted, distributed, advertised, offered for sale, and/or sold goods using Plaintiff’s copyrights. Therefore, Plaintiff respectfully asks the Court to award statutory damages of \$100,000.00 against each Defaulting Defendant for whom Plaintiff has alleged a copyright claim regarding the Rotita Copyrights.

### III. CONCLUSION

Based on the foregoing, the Plaintiff respectfully requests that the court enter a default judgment against the Defaulting Defendants pursuant to Rule 55. In support of this request, the Plaintiff asks the Court to grant the following: (1) an award of the Defaulting Defendants' profits derived from its infringement actions to redress the Defendants' unjust enrichment and to deter future infringements of Plaintiff's copyrights, 17 U.S.C. § 504(b); (2) enhanced damages under 17 U.S.C. § 504(c)(2) due to the Defendants' willful copyright infringement; (3) the entry of a permanent injunction pursuant to 17 U.S.C. § 502; and (4) an award of attorneys' fees and costs under 17 U.S.C. § 505.

DATED: August 29, 2025

Respectfully Submitted,

By: /s/ Joshua H. Sheskin  
Joshua H. Sheskin (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  
*Attorney for Plaintiff*

**CERTIFICATE OF SERVICE**

I certify that on August 29, 2025, I electronically filed the foregoing using the electronic case filing system. Notice of this filing is sent to unrepresented Defaulting Defendants via email and by posting the filing on a URL on our website <http://blointernetenforcement.com>, and a link to said website in the email provided by third-party, Amazon.

By: /s/ Joshua H. Sheskin  
Joshua H. Sheskin, (FL Bar No. 98886)

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

**Case No.: 1:25-CV-22117-RAR**

HONG KONG LEYUZHEN TECHNOLOGY  
CO. LIMITED,

Plaintiff,

v.

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

Defendants.

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

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

1. I am an attorney duly licensed to practice before this Court, and I am counsel for Plaintiff, HONG KONG LEYUZHEN TECHNOLOGY CO. LIMITED ("Plaintiff"), in the above-captioned matter. I make this Declaration in support of Plaintiff's Motion for Entry of Default Judgment, and I am competent to testify regarding the matters stated herein.

2. On May 7, 2025, Plaintiff filed its Complaint and Jury Demand (the "Complaint") [Dkt. No. 1] against Defendants, the Individuals, Corporations, Limited Liability Companies, Partnerships, and Unincorporated Associations identified on Schedule "A" [Dkt. No. 1-2] (collectively, "Defendants").

3. On July 31, 2025, Defendants were served with their respective Summons and copies of the Complaint via electronic mail ("e-mail") and via website posting pursuant to the

Court's Order authorizing alternate service of process. (*See* Dkt. Nos. 26-28 Return of Service on file with the Court).

4. The deadline to respond to the Complaint was August 21, 2025.

5. Defendants JXUNDA, PENCHAHENG [DEALS OF THE DAY CLEARANCE], and CYSSXA a/k/a LAYAN B (the "Defaulting Defendants") have failed to answer or otherwise respond to the Complaint or serve a copy of the Answer or other response upon Plaintiff's attorneys of record, nor appear in this case.

6. The Defaulting Defendant's information is as follows:

NO.	SELLER'S NAME	LINK TO SELLER'S WEBSITE
1	<b>JXUNDA</b>	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=AOJ31ZG0S4640&amp;asin=B0BWY8CQNV&amp;ref_=dp_merchant_link">https://www.amazon.com/sp?ie=UTF8&amp;seller=AOJ31ZG0S4640&amp;asin=B0BWY8CQNV&amp;ref_=dp_merchant_link</a>
3	<b>PENGACHENG 【DEALS OF THE DAY CLEARANCE 】</b>	<a href="https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&amp;seller=AW1VLGTGPXIIQ&amp;asin=B0CWNMWL47&amp;ref_=dp_merchant_link">https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&amp;seller=AW1VLGTGPXIIQ&amp;asin=B0CWNMWL47&amp;ref_=dp_merchant_link</a>
4	<b>CYSSXA Aka LAYAN B</b>	<a href="https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&amp;seller=A3IKNVHNB889RI&amp;asin=B0BFNFW3S8&amp;ref_=dp_merchant_link">https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&amp;seller=A3IKNVHNB889RI&amp;asin=B0BFNFW3S8&amp;ref_=dp_merchant_link</a>

7. As of the filing of this Motion, approximately twenty-eight days (28) have expired since electronic service was effectuated on the Schedule "A" Defendants.

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

9. Clerk's Entry of Default was entered on August 22, 2025. [Dkt. No. 40].

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 identity is unknown.

- b. Defaulting Defendants are believed to be persons that are citizens of the People’s Republic of China or companies that are organized under the laws of the People’s Republic of China.
- c. The Defaulting Defendants’ store information page on Amazon.com lists the following fictitious addresses as Defaulting Defendants’ addresses:

NO.	TRANSLATED ADDRESS	SELLER NAME
1	<p><b>Business Name:</b> chengdushijijixudajiajuyongpinyouxiangongsi</p> <p><b>Business Address:</b> No. 6 Jibu Street, Building 1, 1st Floor, New No. 7 Chengdu City Chenghua District Sichuan 610000 CN</p>	<p><b>JXUNDA</b></p>
2	<p><b>Business Name:</b> GuangZhouPingCongShangMaoYouXianGongSi</p> <p><b>Business Address:</b> No. 1-11, Tangji Street, Tangdong, Tianhe District Room 222 Z741 on the second and third floors Guangzhou City Guangdong Province 510000 CN</p>	<p><b>PENGCHENG 【DEALS OF THE DAY CLEARANCE】</b></p>
3	<p><b>Business Name:</b> huizhoushihuichengqumeierhuishangmaoshanghang</p> <p><b>Business Address:</b> Room 201, 2nd Floor, No. 40, Group 40, Jiangbei, Huicheng District, Huizhou City Huicheng District Huizhou City Huicheng District Guangdong 516000 CN</p>	<p><b>CYSSXA a/ka LAYAN B</b></p>

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

Executed on August 29, 2025, in Pittsburgh, Pennsylvania.

Respectfully Submitted,

By: /s/ Joshua H. Sheskin  
Joshua H. Sheskin, (FL Bar No. 93028)

**IN THE UNITED STATES DISTRICT COURT  
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CO. LIMITED,

Plaintiff,

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PARTNERSHIPS AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED IN  
SCHEDULE "A,"

Defendants.

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**[PROPOSED] ORDER GRANTING MOTION FOR FINAL DEFAULT JUDGMENT**

**THIS CAUSE** is before the Court on Plaintiff's Motion for Entry of Final Default Judgment (the "Default Judgment Motion") (DE [42]). For the reasons discussed below, the Court grants Plaintiff's Default Judgment Motion.

"Rule 55 of the Federal Rules of Civil Procedure establishes a two-step process for obtaining a default judgment. First, when a defendant fails to plead or otherwise defend the lawsuit, the Clerk of Court must enter a clerk's default against the defendant. Second, when the requirements for a clerk-entered default judgment cannot be met under Rule 55(b)(1), the plaintiff must apply to the court for a default judgment under Rule 55(b)(2)." *Cleveland v. JH Portfolio Debt Equities, LLC*, 2020 U.S. Dist. LEXIS 220450, 2020 WL 8167356, at \*2 (S.D. Ala. Nov. 23, 2020), report and recommendation adopted, 2021 U.S. Dist. LEXIS 6450, 2021 WL 136287 (S.D. Ala. Jan. 13, 2021).

A “defendant's default alone does not warrant the entry of a default judgment.” *Id.* (citing *Nishimatsu Constr. Co. v. Houston Nat'l Bank*, 515 F.2d 1200, 1206 (5th Cir. 1975) (“[A] default is not treated as an absolute confession by the defendant of his liability and of the plaintiff's right to recover.”)). “Rather, a court must ensure there is a sufficient basis in the pleadings for the judgment to be entered.” *Id.* “Entry of default judgment is only warranted when there is a sufficient basis in the pleadings for the judgment entered.” *Surtain v. Hamlin Terrace Foundation*, 789 F.3d 1239, 1245 (11th Cir. 2015) (quotation omitted). The Eleventh Circuit has stated that a default judgment may only be entered where the Complaint is sufficient to withstand a motion to dismiss. *Id.* (“Conceptually, then, a motion for default judgment is like a reverse motion to dismiss for failure to state a claim.”).

On August 22, 2025, the Clerk entered default against Defendants JXUNDA, PENCHAHENG [DEALS OF THE DAY CLEARANCE], and CYSSXA a/k/a LAYAN B (“Clerk's Entry of Default”) (DE [40]) (“Defaulting Defendants”) for failure to respond to the Complaint or otherwise appear in this action. On August 29, 2025, Plaintiff filed the Default Judgment Motion (DE [42]). Defendants subsequently failed to move to set aside the Clerk's Entry of Defaults or otherwise respond to the Default Judgment Motion.

The well-plead allegations of the Complaint are admitted by virtue of the Defaulting Defendants' default. The Court finds that Plaintiff's Complaint (DE [1]) adequately states a claim for federal copyright infringement and violation of Florida Deceptive and Unfair Trade Practices Act, pursuant to 17 U.S.C. §§ 501, 502, and 504(c), The All Writs Act, 28 U.S.C. § 1651(a), and Fla. Stat. § 501.201. Default judgment against the Defaulting Defendants is, therefore, appropriate. Accordingly, it is hereby

**ORDERED AND ADJUDGED** that Plaintiff's Default Judgment Motion (DE [42]) is **GRANTED**. In accordance with Federal Rule of Civil Procedure 58, judgment for Plaintiff will be entered separately.

**DONE AND ORDERED** in Chambers, Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_ 2025.

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HON. RODOLFO A. RUIZ II  
UNITED STATES DISTRICT JUDGE

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

**Case No.: 1:25-CV-22117-RAR**

HONG KONG LEYUZHEN TECHNOLOGY  
CO. LIMITED,

Plaintiff,

v.

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

Defendants.

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**[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. 42], 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, HONG KONG LEYUZHEN TECHNOLOGY CO. LIMITED ("Plaintiff"), and against Defendant JXUNDA, PENCHAHENG [DEALS OF THE DAY CLEARANCE], and CYSSXA a/k/a LAYAN B (the "Defaulting Defendants") as follows:

**I. PERMANENT INJUNCTIVE RELIEF**

The Defaulting 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. Using or displaying Plaintiff's federally-registered, copyright-protected photographs ("Plaintiff's Copyrights"), in any medium, whether it be print, digital or otherwise, in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Rotita product or is not authorized by Plaintiff to be sold in connection with Plaintiff's Copyrights;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Rotita product or any other product produced by Plaintiff through the use or display of Plaintiff's Copyrights;
- c. committing any acts calculated to cause consumers to believe that the Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale through the use or display of Plaintiff's Copyrights; and
- e. otherwise unfairly competing with Plaintiff in connection with Plaintiff's Copyrights.

**II. ADDITIONAL EQUITABLE RELIEF:**

At the Plaintiff's request, the operators and/or administrators of the Internet marketplace websites for the e-commerce stores operating under the seller identification names listed in Schedule "A" (the "Seller IDs"), including but not limited to AliExpress, Alipay, Dhgate, Dhpay, Joom, Wish, Wishpay, Walmart, Amazon, Amazon Pay, eBay, Etsy, and Taobao, shall permanently remove any listings and associated images of goods containing unauthorized copies of the Plaintiff's copyrights. This applies to listings on the e-commerce stores under those Seller IDs, as well as any other listings and images of goods infringing on the Plaintiff's copyrights that are associated with the same sellers or linked to other alias seller identification names or e-commerce stores used and/or controlled by the Defaulting Defendants to promote, offer for sale, or sell goods related to the Plaintiff's copyrights.

**III. STATUTORY DAMAGES IN FAVOR OF PLAINTIFF PURSUANT TO 17 U.S.C. § 504(C):**

Award the Plaintiff damages of \$100,000.00 against each of the Defaulting Defendants, and order that execution issue accordingly, based on the Court's finding that each Defaulting Defendant infringed upon the Plaintiff's copyrights. The Court considered both the willfulness of the Defaulting Defendants' conduct and the deterrent value of the award, and the awarded amount falls within the permissible statutory range under 17 U.S.C. § 504(c)(2).

**IV. DISPOSITION OF RETAINED FUNDS**

All funds currently restrained or held in accounts for the Defaulting Defendants 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 institutions and by the Defaulting Defendants to the Plaintiff and/or the Plaintiff's counsel as

partial satisfaction of the monetary judgment entered against them. All these entities, including but not limited to Walmart and its related companies and affiliates, shall also provide the Plaintiff, at the time the funds are released, a breakdown showing: (i) the total funds restrained in this matter for the Defaulting Defendants; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from the Defaulting Defendants' restrained funds before release; and (iii) the total funds released to the Plaintiff.

**V. INTEREST**

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

**VI. BOND**

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

**VII. JURISDICTION**

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

**VIII. 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.

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HON. RODOLFO A. RUIZ II  
UNITED STATES DISTRICT JUDGE