

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

CASE NO. 25-CV-22489-RAR

XYZ CORPORATION,

Plaintiff,

v.

ABC CORPORATION 1, et al.,

Defendants.

DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE comes before the Court upon Plaintiff’s Motion for Entry of Default Final Judgment (“Motion”), [ECF No. 37]. For the reasons set forth in the Order Granting Plaintiff’s Motion for Default Final Judgment, [ECF No. 38], entered separately, it is hereby

ORDERED AND ADJUDGED that judgment is hereby entered in favor of Plaintiff, Hong Kong Rujing E-Commerce Co. Limited, and against Defendants, ChanPants and Laysam Tops, as follows:

(1) Permanent Injunctive Relief:

Defendants and their officers, directors, agents, representatives, subsidiaries, distributors, servants, employees, and all persons in active concert or participation with Defendants, are 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 (“Plaintiff’s Mark”); *see* [ECF No. 16-1];

- b. using Plaintiff's Mark in connection with the sale of any unauthorized goods;
- c. using any logo and/or layout that 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 that is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of 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 Defendants as being those of Plaintiff, or in any way endorsed or certified 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 marketplace websites, 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) 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 Defendants 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) are determined to be \$15,000.00 against each Defendant, for which sum let execution issue, based upon the Court's finding that each Defendant infringed Plaintiff's Mark on one type of good. The Court has considered both the willfulness of Defendants' conduct and the deterrent value of the award imposed, and the awarded amounts fall within the permissible statutory range under 15 U.S.C. § 1117(c).

(4) All funds currently restrained or held on account for the 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 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 Defendants, to the Plaintiff and/or the Plaintiff's counsel. All funds currently restrained or held in account for the 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 entities and the Defendants to the Plaintiff and/or the Plaintiff's counsel as partial satisfaction of the monetary judgment entered against the Defendants. 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 Defendants; (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 Defendants.


(5) Interest from the date this action was filed shall accrue at the legal rate. *See* 28 U.S.C. § 1961.

(6) The Clerk is directed to **RELEASE** the bond posted by Plaintiff, [ECF No. 24], in the amount of Five Thousand Dollars (\$5,000.00).

(7) The Court **RETAINS** jurisdiction to enforce this Judgment and permanent injunction.

(8) Any pending motions are **DENIED** as moot.

DONE AND ORDERED in Miami, Florida, this 27th day of August, 2025.



RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

SCHEDULE "A"

Defendant Number	Seller Name	Seller Website
1	ChanPants	https://www.walmart.com/global/seller/101206585
2	Laysam Tops	https://www.walmart.com/global/seller/101211405