

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-CV-22117-RAR

HONG KONG LEYUZHEN TECHNOLOGY  
CO. LIMITED,

Plaintiff,

v.

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

Defendants. \_\_\_\_\_ /

**ORDER GRANTING PLAINTIFF'S SEALED *EX PARTE* MOTION FOR TEMPORARY  
RESTRAINING ORDER, INCLUDING A TEMPORARY ASSET RESTRAINT, AND  
EXPEDITED DISCOVERY**

**THIS CAUSE** comes before the Court upon Plaintiff, Hong Kong Leyuzhen Technology Co.'s *Ex Parte* Motion for Temporary Restraining Order, Including a Temporary Asset Restraint, and Expedited Discovery ("Motion"), [ECF No. 17], against various Defendants<sup>1</sup> under 17 U.S.C. § 502, Federal Rule of Civil Procedure 65, 28 U.S.C. § 1651(a), and the Court's inherent authority, for alleged violations of 17 U.S.C. § 101, *et seq.* and the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201. As explained below, Plaintiff has satisfied the requirements for the issuance of a temporary restraining order.

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<sup>1</sup> Defendants are the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A." See [ECF No. 10-3] at 2 (Schedule "A").

## **FACTUAL BACKGROUND**<sup>2</sup>

Plaintiff is the owner of all rights, title and interest in and to the copyright registrations issued by the United States Copyright Office for specific images related to its Rotita brand product line (“Rotita Brand”) used in connection with the promotion and sale of women’s apparel, which bear the federal registration number VA0002379904 (“Plaintiff’s Copyrights”). *See* Copyright Registration, [ECF No. 10-2]. Plaintiff founded its Rotita Brand in 2009, which is dedicated to women’s fashion apparel. *See* Declaration of Liangjie Li (“Li Declaration”), [ECF No. 17-5] ¶¶ 4, 22. Plaintiff has designed, caused to subsist in material form, and first published Plaintiff’s Copyrights on its website located at the company’s designated website employing the Rotita Brand in its URL. *See* Complaint, [ECF No. 1] ¶ 15. Plaintiff generates revenue from sales made to consumers in the State of Florida and sales of its products made through its website, rotita.com. Li Decl. ¶ 8. However, Plaintiff does not sell or authorize the sale of its merchandise on any other platform, including Amazon, eBay, Aliexpress, Alibaba, Walmart, Tikok, and other online or offline sores. *Id.*

Defendants, by operating e-commerce stores under the seller names identified on Schedule “A” hereto (the “Online Marketplaces”), have advertised, promoted, offered for sale, or sold goods to consumers in the state of Florida that display Plaintiff’s Copyrights to promote, advertise, market, distribute, offer for sale, and sell competing products that match the subject matter of Plaintiff’s Copyrights, including women’s clothing, merchandise, and related items. Declaration of Anisah Beaston (“Beaston Declaration”), [ECF No. 17-4] ¶ 3; Declaration of Joshua Sheshkin (“Sheshkin Declaration”), [ECF No. 17-1] ¶ 9. Plaintiff has purchased Defendants’ Competing

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<sup>2</sup> The factual background is taken from Plaintiff’s Complaint, [ECF Nos. 1, 10-1], Plaintiff’s Motion, [ECF No. 17], and supporting evidentiary submissions, *see* [ECF Nos. 10-2 through 10-4]. Plaintiff also attached declarations and exhibits in support of its Motion, *see* [ECF Nos. 17-1 through 17-6].

Products and has shipped them to Florida. Beaston Decl. ¶¶ 4, 6. Upon review, Plaintiff has determined that Defendants' Competing Products remain available for purchase and available for consumers in the State of Florida. *Id.* ¶ 5. Defendants are not now, nor have they ever been, authorized or licensed to use Plaintiff's Copyrights, Li Decl. ¶ 20, Sheskin Decl. ¶ 9, and the continued sale of inferior, competing products by displaying Plaintiff's Copyrights has caused, and continues to cause, irreparable harm through the loss of exclusivity and loss of future revenue, and harm to Plaintiff's brand reputation. Li Decl. ¶¶ 19, 23; Sheshkin Decl. ¶ 11.

### **LEGAL STANDARD**

In order to obtain a temporary restraining order, a party must demonstrate "(1) a substantial likelihood of success on the merits; (2) that irreparable injury will be suffered if the relief is not granted; (3) that the threatened injury outweighs the harm the relief would inflict on the non-movant; and (4) that the entry of the relief would serve the public interest." *Schiavo ex. rel Schindler v. Schiavo*, 403 F.3d 1223, 1225–26 (11th Cir. 2005). Additionally, a court may only issue a temporary restraining order without notice to the adverse party or its attorney if:

- (A) specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition [and]
- (B) the movant's attorney certifies in writing any efforts made to give notice and the reasons why it should not be required.

FED. R. CIV. P. 65(b)(1). *Ex parte* temporary restraining orders "should be restricted to serving their underlying purpose of preserving the status quo and preventing irreparable harm just so long as is necessary to hold a hearing, and no longer." *Granny Goose Foods, Inc. v. Bhd. of Teamsters & Auto Truck Drivers Local No. 70 of Alameda Cnty*, 415 U.S. 423, 439 (1974).

### **ANALYSIS**

The declarations Plaintiff submitted in support of its Motion for Temporary Restraining Order support the following conclusions of law:

A. Plaintiff has a strong probability of proving at trial that consumers are likely to be confused by Defendants' promotion, advertisement, marketing, distribution, offering for sale, and sale of competing products, and that the products Defendants are selling and promoting for sale display Plaintiff's Copyrights without authorization.

B. Because of the infringement of Plaintiff's Copyrights, Plaintiff is likely to suffer immediate and irreparable injury if a temporary restraining order is not granted. It appears from the following specific facts, as set forth in Plaintiff's Complaint, Application for Temporary Restraining Order, and accompanying declarations on file, that immediate and irreparable loss, damage, and injury will result to Plaintiff and to consumers before Defendants can be heard in opposition unless Plaintiff's request for *ex parte* relief is granted:

1. Defendants own or control Online Marketplaces operating under their seller names which promote, advertise, market, distribute, offer for sale, and sell competing products that bear and/or use Plaintiff's Copyrights in violation of Plaintiff's rights;

2. There is good cause to believe that more infringing products bearing and/or using Plaintiff's Copyrights will appear in the marketplace, that consumers are likely to be misled, confused, or disappointed by the quality of these products, and that Plaintiff may suffer loss of sales due to harm to Plaintiff's reputation and consumer loss of confidence in Plaintiff's brand; and

3. There is good cause to believe that if Plaintiff puts Defendants on notice of this Motion for Temporary Restraining Order, Defendants can easily and quickly modify e-commerce store data and content, change payment accounts, redirect consumer traffic to other e-commerce store names, and transfer assets and ownership of the Online Marketplaces, thereby thwarting Plaintiff's ability to obtain meaningful relief.

C. The potential harm to Defendants in restraining their ability to use Plaintiff's Copyrights if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiff, its reputation, and its goodwill as a designer, manufacturer, seller, and distributor of a wide variety of products, including women's clothing and apparel, if such relief is not issued.

D. The public interest favors issuance of the temporary restraining order to protect Plaintiff's copyright interests in Plaintiff's Copyrights and protect the public from being misled by the unauthorized use of Plaintiff's Copyrights by Defendants on their internet stores to entice the purchase of the competing products.

E. In light of the inherently deceptive nature of the business, and the likelihood that Defendants have violated federal copyright laws and the laws of the State of Florida, Plaintiff has good reason to believe Defendants will hide or transfer their ill-gotten assets beyond the jurisdiction of this Court unless those assets are restrained.

### **CONCLUSION**

For the foregoing reasons, it is hereby

**ORDERED AND ADJUDGED** that pursuant to 17 U.S.C. § 502, Federal Rule of Civil Procedure 65, 28 U.S.C. § 1651(a), and the Court's inherent authority, Plaintiff's *Ex Parte* Motion for Temporary Restraining Order, Including a Temporary Asset Restraint, and Expedited Discovery, [ECF No. 17], is **GRANTED**. A temporary restraining order is entered as follows:

1. Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order are hereby temporarily restrained from:

- a. Using or displaying 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 Plaintiff's 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 Plaintiff's 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 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. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.

2. Plaintiff is authorized to issue expedited written discovery to Defendants, pursuant to Rules 33, 34, 36, and 45 of the Federal Rules of Civil Procedure, related to:

- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;

- b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and
- c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Temu.com ("Temu"), PayPal Inc. ("PayPal"), Alipay, ContextLogic Inc. d/b/a Wish.com ("Wish"), Alibaba Group Holding Ltd. ("Alibaba"), Ant Financial Services Group ("Ant Financial"), Amazon Pay, Afterpay, Klarna or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

3. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as TikTok Temu, eBay Inc., AliExpress, Alibaba, Amazon.com Inc., Wish, and Dhgate (collectively the "Third Party Providers"), shall, within **seven (7) calendar days** after receipt of such notice, provide to Plaintiff expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:

- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
- b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and
- c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Alipay, Wish, Alibaba, Ant Financial, Amazon Pay, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA), including present balances on any accounts.

4. The domain name registries for the Defendants ("Defendant Domain Names"), including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a PublicDomainRegistry.com, Cloudflare Inc, Oracle Corp., Amazon Inc., Alibaba Group d/b/a Alibaba Cloud.com, Namesilo,

LLC d/b/a privacuguardian.org, and Namecheap Inc., within **seven (7) calendar days** of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.

5. Upon Plaintiff's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 3, shall within **seven (7) calendar days** after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of infringing goods using Plaintiff's Copyrights.

6. Any Third-Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish, Afterpay, Klarna, and Amazon Pay, shall, within **seven (7) calendar days** of receipt of this Order:

- a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, and any e-mail addresses provided for Defendants by third parties; and
- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.

7. Plaintiff may provide notice of the proceedings in this case to Defendants, including notice of the preliminary injunction hearing, service of process pursuant to Rule 4(f)(3) of the Federal Rules of Civil Procedure, and any future motions, by electronically publishing a link to the Complaint, this Order, and other relevant documents on a website and by sending an e-mail to any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "The Individuals, Corporations,

Limited Liability Companies, Partnerships, and Unincorporated Associations Identified in Schedule A Hereto” that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

8. Plaintiff must provide notice to Defendants of any motion for preliminary injunction as required by Rule 65(a)(1) of the Federal Rules of Civil Procedure.

9. Within **seven (7)** business days of entry of this Order, Plaintiff shall deposit with the Court **\$5,000.00 (Five Thousand Dollars)**, either cash, cashier’s check or surety bond, as security, which amount has, in the absence of adversarial testing, been deemed adequate for the payment of such damages which any person may be entitled to recover as a result of a wrongful restraint hereunder.

10. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Local Rules of the Southern District of Florida. Any third party impacted by this Order may move for appropriate relief.

11. This Order shall remain in effect for **fourteen (14) days** from the date of its entry unless extended for good cause. *See* FED. R. CIV. P. 65(b).

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

A handwritten signature in black ink, appearing to read 'Rodolfo A. Ruiz II', written over a horizontal line.

**RODOLFO A. RUIZ II**  
**UNITED STATES DISTRICT JUDGE**