

**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 MOTION FOR PRELIMINARY INJUNCTION

THIS CAUSE comes before the Court upon Plaintiff Hong Kong Leyuzhen Technology Co. Limited's Motion for Preliminary Injunction ("Motion"), [ECF No. 30], filed on July 31, 2025. Plaintiff alleges that Defendants, The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule "A" ("Defendants"), are infringing upon Plaintiff's copyrights and promoting and selling counterfeits of Plaintiff's branded goods through the operation of Internet based e-commerce stores (the "E-commerce Store Names"). Accordingly, Plaintiff has filed causes of action 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.

On June 30, 2025, the Court issued an Order ("Temporary Restraining Order"), [ECF No. 18], granting Plaintiff's *Ex Parte* Application for a Temporary Restraining Order,

Including a Temporary Asset Restraint, and Expedited Discovery. Defendants were served with relevant case documents on July 31, 2025. *See* Certificates of Service, [ECF Nos. 26–29]. On July 31, 2025, Plaintiff filed its Motion. *See* [ECF No. 30]. On August 1, 2025, the Court entered an Order Setting Hearing on Plaintiff’s Motion for Entry of Preliminary Injunction, [ECF No. 33], for August 6, 2025. On August 6, 2025, the Court held a hearing concerning the requested preliminary injunction (“Hearing”), [ECF No. 34]. No Defendants appeared. *Id.* Accordingly, the Court having carefully considered the Motion, the record, and being otherwise fully advised, 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 Motion, [ECF No. 30], is **GRANTED** as set forth herein.

INTRODUCTION

Plaintiff raises two claims for relief: (1) copyright infringement; and (2) violation of the Florida Deceptive and Unfair Trade Practices Act. *See* Complaint, [ECF No. 10-1] ¶¶ 45–68. Plaintiff alleges Defendants are promoting, advertising, distributing, offering for sale, or selling infringing versions of Plaintiff’s Copyrights within the Southern District of Florida through Online Marketplaces.

Plaintiff alleges Defendants’ unlawful activities have caused and will continue to cause irreparable injury because Defendants have diminished Plaintiff’s goodwill and confidence in Plaintiff’s brand, damaged Plaintiff’s reputation, resulted in a loss of exclusivity, and have resulted in a loss of future sales for the brand. *See generally id.* The Motion accordingly requests the issuance of a preliminary injunction against Defendants that restrains Defendants’ continued manufacture, importation, distribution, offering for sale, and sale of their infringing products,

along with restraining Defendants' assets to preserve Plaintiffs' right to equitable accounting. *See* Mot. at 2.

FACTUAL BACKGROUND

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 stores. *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 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

To obtain a preliminary injunction, 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); *see also Levi Strauss & Co. v. Sunrise Int'l. Trading Inc.*, 51 F.3d 982, 985 (11th Cir. 1995). Additionally, Rule 65(a)(1) of the Federal Rules of Civil Procedure provides that a Court may issue a preliminary injunction only on notice to the adverse party. FED. R. CIV. P. 65(a)(1).

ANALYSIS

The declarations Plaintiff submitted in support of its Motion for Preliminary Injunction 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 preliminary injunction is not granted. It appears from the

following specific facts, as set forth in Plaintiff's Complaint, Motion, 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 Preliminary Injunction, 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 preliminary injunction 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 preliminary injunction 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 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, 28 U.S.C. § 1651(a), and the Court's inherent authority, Plaintiff's Motion, [ECF No. 30], is **GRANTED**. A preliminary injunction is entered as follows:

1. The Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them are preliminarily enjoined and 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 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. Transferring or disposing of any money or other assets in any of Defendants' financial accounts.
2. The domain name registries for the 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, 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 Defendants' Domain Names and make them inactive and untransferable until further order by this Court.
 3. Upon Plaintiff's request, the Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of the Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Walmart.com, eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com ("Wish.com"), 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 the 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 the 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 the Defendants' financial accounts, including the Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by the 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, Inc. ("PayPal"), Alipay, Wish.com, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. 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 the Defendants in connection with the sale of counterfeit and infringing goods using Plaintiff's Copyrights.
5. Any Third-Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within **seven (7) calendar days** of receipt of this Order:
- a. Locate all accounts and funds connected to the 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 the Defendants by third parties; and

- b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other assets of the Defendants until further order of this Court.
6. All previous sealed documents in this case are hereby unsealed.
7. Any of the 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 Southern District of Florida Local Rules. Any third party impacted by this Order may move for appropriate relief.

8. Under 15 U.S.C. § 1116(d)(5)(D) and Federal Rule of Civil Procedure 65(c), Plaintiff shall maintain its previously posted bond in the amount of \$5,000.00, [ECF No. 23], as payment of damages to which Defendants may be entitled for a wrongful injunction or restraint, during the pendency of this action, or until further order of the Court. In the Court's discretion, the bond may be subject to increase in the interests of justice.

9. This Preliminary Injunction shall remain in effect during the pendency of this action, or until further date as set by the Court or stipulated by the parties.

DONE AND ORDERED in Miami, Florida, this 12th day of August, 2025.



RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE