

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

Case No.: 1:25-cv-23009-GAYLES

TOHO CO., LTD.,

Plaintiff,

v.

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

Defendants.

**PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT JUDGMENT
AS TO CERTAIN DEFENDANTS**

Plaintiff, Toho Co., Ltd. ("Plaintiff") moves for the entry of Default Judgment, under Federal Rule of Civil Procedure 55 ("Rule 55") against certain Individuals, Corporations, Limited Liability Companies, Partnerships, and Unincorporated Associations, specifically Defendant Numbers 4-6, 17-18, 26-27, and 29 (collectively the "Defaulting Defendants"). Plaintiff's Motion is made and based upon this Memorandum of Law, the Declaration of William Brees in Support of Plaintiff's Motion for Default Judgment filed herewith (the "Brees Decl."), the papers and pleadings on file in this action, and any argument of counsel the Court may entertain.

I. INTRODUCTION

On July 3, 2025, Plaintiff filed its Complaint for Damages and Injunctive Relief (the "Complaint") [Dkt. No. 1] in this action alleging, Trademark Infringement (Count I), False Designation of Origin (Count II), Common Law Trademark Infringement (Count III), Common Law Unfair Competition (Count IV), and Copyright Infringement (Count IV) as to Plaintiff's

federally registered trademarks and copyrights (respectively, the “Godzilla Trademarks” and “Godzilla Copyrights”). On September 19, 2025, the Court authorized electronic service via email on the Schedule “A” Defendants [Dkt. No. 21]. On September 26, 2025, Plaintiff completed service on all named Defendants and filed a Return of Service. [Dkt. No. 23]. The deadline to respond to the Complaint was October 17, 2025.

Pursuant to Federal Rule of Civil Procedure 12(a)(1)(A), the Defendants 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 ninety-four days (94) have expired since electronic service was effectuated on the Schedule “A” Defendants, which includes the Defaulting Defendants. *See* Dkt. No. 23. To date, the Defendants have not answered or otherwise responded to Plaintiff’s Complaint. Brees Decl. ¶¶ 5, 8.

Pursuant to Rule 55(b)(2), Plaintiff now respectfully moves this Court for entry of a default judgment finding the Defendants liable on all counts asserted in the Complaint. In connection with its asserted claims for relief, Plaintiff seeks an award of statutory damages pursuant to 15 U.S.C. § 1117(c)(1)-(2) and 17 U.S.C. § 504(c), against the Defendant, which should be enhanced by 17 U.S.C. § 504(c)(2), for its willful infringement of Plaintiff’s federally registered trademarks and copyrights. Plaintiff additionally requests the Court issue a permanent injunction against the Defendants. *See* 15 U.S.C. § 1116; 17 U.S.C. § 502(a). Furthermore, Plaintiff requests an award of attorneys’ fees and costs pursuant to 15 U.S.C. § 1117(b) and 17 U.S.C. § 505. Alternatively, Plaintiff requests issuance of a permanent injunction and an award of its damages, together with prejudgment interest, for lost sales, loss of goodwill suffered by Plaintiff as a result of the acts of trademark infringement and unfair competition pursuant to the laws of the State of Florida.

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.

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 September 19, 2025. [Dkt. No. 20]. Accordingly, it is unquestionable that the Defaulting Defendants are 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)). Plaintiff's complaint, pleadings, and declarations filed in this case clearly demonstrate that default judgment pursuant to Rule 55 should be entered against the Defaulting Defendants.

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 judgement against all defendants even where plaintiff alleged joint and several liability, because all defendants defaulted). Here, Plaintiff makes no allegations of joint and several liability against the Defaulting Defendants. The Complaint alleges, and the evidence establishes, that the Defaulting Defendants published unauthorized copies of Plaintiff’s Trademark and Plaintiff’s Copyrights in conjunction with the sale of competing products. As explained more fully below, Plaintiff seeks statutory damages against the Defaulting Defendants for willful infringement. As a result, there is no risk of inconsistent liability.

C. The Factual Allegations Establish Liability

a. Trademark Infringement

15 U.S.C. § 1114 provides liability for trademark infringement if, without the consent of the registrant, 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 prevail on a claim of false designation of origin under Section 43(a) of the Lanham Act, a plaintiff must prove that the named defendants used in commerce, in connection with any goods or services, any word, term, name, symbol or device, or any combination thereof, or any false designation of origin, which is likely to deceive as to the affiliation, connection, or association of defendants with plaintiff, or as to the origin, sponsorship, or approval, of defendants' goods by 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 the common law of Florida. *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 determine 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-pled factual allegations of Plaintiff's Complaint properly allege the elements for trademark infringement and false designation of origin. Moreover, the factual allegations in Plaintiff's Complaint, substantiated by the evidence submitted, conclusively establish the Defaulting Defendant's liability for infringing Plaintiff's Godzilla Trademarks. Default Judgment pursuant to Rule 55 of the Fed. R. Civ. P. should be entered against the Defaulting Defendant.

b. Copyright Infringement

“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 Defaulting Defendant has directly copied one or more copyright protected works, or, each Defaulting Defendant’s infringing photographs or artwork are strikingly similar, or at the very least substantially identical, to the images protected by the Godzilla Copyrights and constitute unauthorized copying, reproduction, and distribution, creation of a derivative work, and/or public display of Plaintiff’s copyrights for Plaintiff’s Godzilla products. Each Defaulting Defendant has made unauthorized copies or derivative works of Plaintiff’s works. Specifically, each Defaulting Defendant also deceives unknowing consumers by using the Godzilla Copyrights without authorization in offering products for sale by referencing and/or embodying those copyrights on the Online Stores.

The well-pled factual allegations of Plaintiff’s Complaint properly allege the elements for each claim. Moreover, the factual allegations in Plaintiff’s Complaint, substantiated by the evidence submitted, conclusively establish the Defaulting Defendants’ liability under each claim asserted in the Complaint. Default Judgment pursuant to Rule 55 of the Fed. R. Civ. P. 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 provides for entry of a court-ordered default judgment against one or more defending parties that fail to appear, answer, and/or defend allegations asserted against them. Fed. R. Civ. P. 55(b)(2). A defendant is deemed 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 contained sufficient well-pleaded allegations to state a claim for injunctive relief).

More than twenty-one (21) days have passed since the Defaulting Defendants were served, and no answer or other responsive pleading has been filed by any of the Defaulting Defendants. Thus, default judgment is appropriate, and Plaintiff is entitled to entry of a default judgment pursuant to Rule 55(b)(2) against the Defaulting Defendants for trademark and copyright infringement 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 statutory damages resulting from their acts of infringement in order to redress Defaulting Defendants' unjust enrichment and to deter its willful infringement of Plaintiff's trademarks and copyrights, pursuant to 17 U.S.C. § 1117(a)(1)-(2) and 17 U.S.C. § 504(c)(2); (2) entry of a permanent injunction pursuant to 17 U.S.C. § 502; and (3) an award of attorneys' fees and costs pursuant to 15 U.S.C. § 1117(b) and 15 U.S.C. § 505. Alternatively, Plaintiff requests issuance of a permanent injunction and an award of its damages, together with prejudgment interest, for lost sales, loss of goodwill suffered by Plaintiff as a result of the acts of trademark infringement and unfair competition pursuant to the laws of the State of Florida.

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 Defaulting Defendants' failure to respond or otherwise appear in this action makes it difficult for 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."). Pursuant to 15 U.S.C. § 1116, this Court should permanently enjoin the Defaulting Defendants from continuing to infringe Plaintiff's Godzilla Trademark.

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's 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 Plaintiff's goodwill to make a profit, thus permanent injunctive relief is appropriate.

Further, permanent injunctive relief is in the public interest because each Defaulting Defendant is engaged in illegal activities and are directly defrauding the consuming public by palming off each Defaulting Defendant's competing infringing products as genuine Godzilla products through the publication of the infringing works. 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.”)

Each Defaulting Defendant’s 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 Godzilla Trademark. The facts alleged in Plaintiff’s Complaint, substantiated by the evidence submitted, show that the Defendants are continuously infringing Plaintiff’s mark by using GODZILLA in the description of the Defaulting Defendants’ goods. 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.”). Ultimately, a permanent injunction will prevent consumer confusion and deception in the marketplace and will protect Plaintiff’s property interest in its Godzilla Trademark.

Plaintiff will suffer irreparable injury if the Defaulting Defendants’ infringing activities are not permanently enjoined. 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.”). Additionally, Plaintiff has no adequate remedy at law so long as the Defaulting Defendants continue to use Plaintiff’s Godzilla Trademark in connection with the operation of its Internet based e-commerce stores, because Plaintiff has no control of the quality of what appears to be its products in the marketplace. An award of money damages alone will not cure the injury to Plaintiff’s reputation and goodwill which will result if the Defaulting Defendants’ infringing and counterfeiting activities are allowed to continue. Further, it can hardly be said that the Defaulting Defendants will face hardship in refraining from its willful infringement of Plaintiff’s Godzilla Trademarks, whereas Plaintiff faces hardship from loss of sales and its inability to control its reputation. In reality, the Defaulting Defendants have no cognizable hardship, as they will just be prohibited from selling counterfeit goods, which is an illegal act to begin with.

Further, a copyright holder possesses “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)). The Defaulting Defendants’ infringing conduct deprives Plaintiff of control over its exclusive copyright rights, causing irreparable harm. *Salinger v. Colting*, 607 F.3d 68, 82 (2d Cir. 2010) (holding violation of copyright owner’s “right to exclude” renders monetary remedies inadequate in a wide range of 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). Plaintiff’s Complaint alleges that Defaulting Defendants’ unlawful actions have caused Plaintiff irreparable injury and will continue to do so if Defaulting Defendants are not permanently enjoined. By failing to answer the Complaint, the Defaulting Defendants have defaulted upon Plaintiff’s factual allegations in that respect.

The Defaulting Defendants have admitted by their default that their e-commerce store names, the associated payment accounts, and the seller aliases or identification names, are used in connection with the sale of counterfeit and infringing goods by using of Plaintiff's Godzilla Trademarks and Godzilla Copyrights in the description of the goods are essential components of the Defaulting Defendants' online activities and are one of the means by which the Defaulting Defendants further their counterfeiting and infringement schemes and cause harm to Plaintiff. Therefore, in order to effectuate the injunction as a practical matter pursuant to the Court's inherent authority and the All Writs Act, 28 U.S.C. § 1651(a), all listings using Plaintiff's copyrights via the e-commerce store names, and any other e-commerce store names being used and/or controlled by the Defaulting Defendants to promote, offer for sale, and/or sell goods bearing and/or using a infringements of Plaintiff's Godzilla Trademarks and Godzilla Copyrights, should be permanently removed by Internet marketplace website operators and/or administrators.

Without removing the listings that use Plaintiff's trademarks and copyrights, the Defaulting Defendants will remain free to continue infringing Plaintiff's trademarks and copyrights with impunity, will continue to benefit from the Internet traffic to its e-commerce store built through the unlawful use of the Godzilla Trademarks and Godzilla Copyrights, and will continue to defraud the public by 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 participated in an Internet-based infringement scheme and are profiting from the deliberate misappropriation of Plaintiff’s rights. Unless the infringing online platform listings are permanently removed, the Defaulting Defendants will be free to continue to defraud the public with its illegal activities. Accordingly, the Court should eliminate the means by which the Defaulting Defendants conduct their unlawful activities to further prevent the use of these instrumentalities of infringement.

2. Damages for Trademark Infringement

In a case involving the use of counterfeit marks in connection with a sale, offering for sale, or distribution of goods, 15 U.S.C. § 1117(c) provides that a plaintiff may elect an award of statutory damages at any time before final judgment is rendered in the sum of not less than \$1,000.00 nor more than \$200,000.00 per counterfeit mark per type of good. 15 U.S.C. § 1117(c)(1). In addition, if the Court finds that the Defendants’ counterfeiting actions were willful, it may impose damages above the maximum limit up to \$2,000,000.00 per mark per type of good. 15 U.S.C. § 1117(c)(2). Pursuant to 15 U.S.C. § 1117(c), Plaintiff elects to recover an award of statutory damages as to its claim for Trademark Infringement 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] 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 present 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” 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.

Plaintiff’s Godzilla Trademarks are widely recognized as an identifier of high-quality goods from Plaintiff, and the fact that the Defaulting Defendants offered for sale and sold goods using a mark which is identical or altered to be identical to such a well-known mark shows its desire and purpose to trade upon Plaintiff’s goodwill. In a case of clear-cut copying such as this, it is appropriate to infer that the Defaulting Defendants intended to cause confusion and benefit 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 affiliation from Defendants’ use of such a mark that was confusingly similar). 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. Seaescape Casino Cruises, Inc.*, 74 F. Supp. 2d 1261, 1268 (S.D. Fla. 1999)).

The evidence submitted in this case clearly establishes the Defaulting Defendants intentionally copied Plaintiff’s Godzilla Trademarks for the purpose of deriving the benefit of Plaintiff’s famous reputation. However, by failing to respond to the Complaint the Defaulting Defendants defaulted on 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 a significant amount of statutory damages under the Lanham Act to ensure the Defendants do not continue their intentional and willful counterfeiting activities.

Based these considerations, Plaintiff requests the Court award statutory damages against the Defaulting Defendants. The evidence in this case demonstrates 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 ¶¶ 3, 44; Dkt. No. 1-4., Exhibit 2). In cases involving the same merits, issues, and requests for damages, this Court has found similar evidence of record sufficient to establish a defendant’s infringement and enter a final default judgment and permanent injunction accordingly. 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 the above, Plaintiff respectfully requests the Court award statutory damages in the amount of \$100,000.00 against each of the Defendants for which Plaintiff has alleged a trademark claim in respect to the Godzilla Trademarks.

Plaintiff’s requested damages amount as to the Defaulting Defendants is well within the permissible range prescribed under 15 U.S.C. § 1117(c)(2) and should be sufficient to deter the

Defaulting Defendants and others from continuing to counterfeit or otherwise infringe Plaintiff's Godzilla Trademark, compensate Plaintiff, and punish the Defaulting Defendants, all stated goals of 15 U.S.C. § 1117(c). 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 methodology similar to Plaintiff's request herein.¹

3. Damages for Copyright Infringement

In a case involving the use of infringing works in connection with a sale, offering for sale, or distribution of goods, 17 U.S.C. § 504(c), provides that a plaintiff may elect an award of statutory damages which may be enhanced by 17 U.S.C. § 504(c)(2) if the Court finds that the Defaulting Defendants' infringing actions were willful. The range of statutory damages is between \$750 and \$30,000 for each infringed work, 17 U.S.C. § 504(c)(1), but the Act also allows "the court in its discretion [to] increase . . . award[s] of statutory damages" in cases involving willful infringement to \$150,000 per work. *Yellow Pages Photos, Inc. v. Ziplocal, LP*, 795 F.3d 1255, 1271. Pursuant to 15 U.S.C. § 504, Plaintiff elects to recover an award of statutory damages as to its claim for Copyright Infringement alleged in the Complaint.

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-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).

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 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" 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 submitted in this case clearly establishes the Defaulting Defendants intentionally copied the Godzilla Copyrights to for use in selling bedding using images competing by the Godzilla Copyrights. By failing to respond to the Complaint the Defaulting Defendants defaulted on 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 a significant amount of statutory damages under the Copyright Act to ensure the Defaulting Defendants do not continue their intentional and willful counterfeiting activities.

Based these considerations, Plaintiff requests the Court award statutory damages against the Defendants. The evidence in this case demonstrates that the Defendants promoted, distributed, advertised, offered for sale, and/or sold goods using Plaintiff's copyrights. Based on the above, Plaintiff respectfully requests the Court award statutory damages in the amount of \$100,000.00

against each Defaulting Defendant for which Plaintiff has alleged a copyright claim in respect to the Godzilla Copyrights.

III. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests entry of default judgment against the Defaulting Defendants pursuant to Rule 55. In granting its request, Plaintiff asks the Court to award the following: (1) an award of the Defendants' profits resulting from its acts of infringement in order to redress Defaulting Defendants' unjust enrichment and to deter its infringement of Plaintiff's Godzilla Trademark, pursuant to 15 U.S.C. § 1117(a)(1); (2) an award of the Defendant's profits resulting from its acts of infringement in order to redress Defaulting Defendants' unjust enrichment and to deter its infringement of Plaintiff's Godzilla Copyrights, pursuant to 17 U.S.C. § 504(b); (3) triples of any damages and increases of profits pursuant to 15 U.S.C. § 1117(b); (4) enhanced damages pursuant to 17 U.S.C. § 504(c)(2) because of Defaulting Defendants' willful copyright infringement.; (5) entry of a permanent injunction pursuant to 15 U.S.C. § 1116 and 17 U.S.C. § 502; and (4) an award of attorneys' fees and costs pursuant to 15 U.S.C. § 1117(b) and 17 U.S.C. § 505.

DATED: December 29, 2025

Respectfully Submitted,

By: /s/ William R. Brees

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CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of December 2025, I electronically filed the foregoing using the electronic case filing system. Notice of this filing is provided to unrepresented parties for whom contact information is listed below and provided 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 e-mail provided by third-parties, PayPal and Amazon.

By: /s/ William R. Brees

William R. Brees (FL Bar No. 98886)

BAYRAMOGLU LAW OFFICES LLC

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

Case No.: 1:25-cv-23009-GAYLES

TOHO CO., LTD.,

Plaintiff,

v.

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

Defendants.

**DECLARATION OF WILLIAM R. BRES IN SUPPORT OF PLAINTIFF'S MOTION FOR
ENTRY OF DEFAULT JUDGMENT AS TO CERTAIN DEFENDANTS**

I, William R. Brees, of St. Petersburg, Florida, declare as follows:

1. I am an attorney duly licensed to practice before this Court, and I am counsel for Plaintiff, TOHO CO. LTD., ("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 July 3, 2025, Plaintiff filed its Complaint for Damages and Injunctive Relief (the "Complaint") [Dkt. No. 1] against the Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations identified on Schedule "A" [Dkt. No. 1-1] (collectively, the "Defendants").

3. On September 26, 2025, Defendants were served with the 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. No. 23, Return of Service on file with the Court.

4. The deadline to respond to the Complaint was October 17, 2025.
5. The 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.
6. The Defendants’ information is as follows:

Defendant No.	Seller’s Name	Link to Seller’s Website
4	resinhanmademc	http://resinhanmademc.com
5	danoto	https://danoto.co
6	doyoursnow	https://www.doyoursnow.com
17	IndochinaHandmade Lamp	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A1OXPVJ6X4YPVO&asin=B0DD31T6PV&ref_=dp_merchant_link
18	DANOTOCO	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2TPTP2OQ46SA5&asin=B0DKC8687S&ref_=dp_merchant_link
26	VH Handmade	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A8GTEBEOH12Q3&asin=B0DNB5XXLS&ref_=dp_merchant_link
27	WE WILL BE ABLE TO LET YOU KNOW	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2A4Y7GDKPQWE3&asin=B0DRF8MMQR&ref_=dp_merchant_link
29	Susoc	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=AQLPS7ZVBO1V5&asin=B0DNR2CVRY&ref_=dp_merchant_link

7. As of the filing of this Motion, approximately Ninety-four (94) days have expired since electronic service was effectuated on the Schedule “A” Defendants.
8. The Defendants have not been granted an extension of time to respond to the Complaint.
9. Clerk’s Entry of Default was entered on December 11, 2025. [Dkt. No. 31].

10. Servicemembers Civil Relief Act, 50 U.S.C. app. § 521(b):
- a. I am unable to determine whether the Defendants are in military service because the Defendants’ true identity is unknown.
 - b. The Defendants are believed to be persons that are citizens of Vietnam, China, or Hong Kong, or companies that are organized under the laws of Vietnam, China, or Hong Kong.
 - c. The Defendants have provided the following fictitious addresses on their e-commerce webpages:

Defendant No.	Seller’s Name and URL	Contact Information
4	resinhanmademc http://resinhanmademc.com	PayPal Email: cuong.hl.28021998@gmail.com Company Address: 210 Nguyen Van Loc Street, Mo Lao Ward, Ha Dong District, Hanoi City, Vietnam Phone : +84852682828
5	danoto https://danoto.co	Email: help@danoto.co PayPal Email: dangtoan110597@gmail.com Business name: DANOTO JSC. Address: Nghia Do 1 Wd., Cau Giay Dist, Hanoi 11300
6	doyoursnow https://www.doyoursnow.com	Email: service@doyoursnow.com PayPal: pay@drawelry.com Address: Unit 20B2, 20/F, Guangdong Investment Tower, No. 148 Connaught Road, Central, Sheung Wan, Hong Kong
17	IndochinaHandmadeLamp https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A1OXPVJ6X4YPVO&asin=B0DD31T6PV&ref_=dp_merchant_link	Business Name: Thi Huong Nguyen Business Address: Thon 1 Hong Thai, Hoang Dong, Hoang Hoa, Thanh Hoa 440000, VN

Defendant No.	Seller's Name and URL	Contact Information
18	<p>DANOTOCO https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2TPTP2OQ46SA5&asin=B0DKC8687S&ref_=dp_merchant_link</p>	<p>Business Name: ANH THI DANG Business Address: PHU NGHIA CHUONG MY HA NOI 156140 VN</p>
26	<p>VH Handmade https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A8GTEBE OH12Q3&asin=B0DNB5XXLS&ref_=dp_merchant_link</p>	<p>Business Name: Le Thi Thuy Business Address: Doi 10 Sieu Quan Ta Thanh Oai Thanh Tri Hanoi 100000 VN</p>
27	<p>WE WILL BE ABLE TO LET YOU KNOW https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2A4Y7GDKPQWE3&asin=B0DRF8MMQR&ref_=dp_merchant_link</p>	<p>Business Name: Qingdao is the best electronic commerce co., LTD Business Address: No. 1-9, Qingdao Yuanhaicheng Building Materials and Hardware Market No. 365, Nanjing Road, Shibe District Qingdao CN</p>
29	<p>Susoc https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=AQLPS7ZVBO1V5&asin=B0DNR2CVRY&ref_=dp_merchant_link</p>	<p>Business Name: Duc Van Vu Business Address: xom 2 mai son yen mo ninh binh 430000 VN</p>

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

Executed on December 29, 2025, in St. Petersburg, Florida.

Respectfully Submitted

By: /s/ William R. Brees
 WILLIAM R. BREES (FL BAR NO. 98886)

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LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED IN
SCHEDULE "A" HERETO.

Defendants.

**[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") [Dkt. No. 36]. 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 December 11, 2025, the Clerk entered default against Defendant Nos. 4-6, 17-18, 26-27, and 29 (“Clerk's Entry of Default”) [Dkt. No. 31] (Defendant Nos. 4-6, 17-18, 26-27, and 29 collectively referred to as the “Defaulted Defendants”) for failure to respond to the Complaint or otherwise appear in this action. On December 29, 2025, Plaintiff filed the Default Judgment Motion [Dkt. No. 36] the Defaulted Defendants subsequently failed to move to set aside the Clerk’s Entry of Defaults or otherwise respond to the Default Judgment Motion.

The well-pled allegations of the Complaint are admitted by virtue of the Defaulted Defendants default. The Court finds that Plaintiff's Complaint [Dkt. No. 1] adequately states a claim for federal copyright infringement and federal trademark infringement, pursuant to 15 U.S.C. §§ 1114, 1125(a), 17 U.S.C. §§ 501, 502, and 504(c), and The All Writs Act, 28 U.S.C. § 1651(a). Default judgment against the Defaulted Defendants is, therefore, appropriate.

Accordingly, it is hereby **ORDERED AND ADJUDGED** that Plaintiff's Default Judgment Motion [Dkt. No. 36] is **GRANTED**. In accordance with Federal Rule of Civil Procedure 58, judgment for Plaintiff will be entered separately.

HONORABLE DARRIN P. GAYLES
 UNITED STATES DISTRICT JUDGE

Def. No.	Seller's Name	Link to Seller's Website
4	resinhanmademc	http://resinhanmademc.com
5	danoto	https://danoto.co
6	doyoursnow	https://www.doyoursnow.com
17	IndochinaHandmadeL amp	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A10XPVJ6X4YPVO&asin=B0DD31T6PV&amp;ref_=dp_merchant_link
18	DANOTOCO	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2TPTP2OQ46SA5&asin=B0DKC8687S&amp;ref_=dp_merchant_link
26	VH Handmade	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A8GTEBEOH12Q3&asin=B0DNB5XXLS&amp;ref_=dp_merchant_link
27	WE WILL BE ABLE TO LET YOU KNOW	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2A4Y7GDKPQWE3&asin=B0DRF8MMQR&amp;ref_=dp_merchant_link
29	Susoc	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=AQLPS7ZVBO1V5&asin=B0DNR2CVRY&amp;ref_=dp_merchant_link

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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, TOHO CO., LTD., ("Plaintiff"), and against Defendant No. 4, resinhanmademc, Defendant No. 5, danoto, Defendant No. 6, doyoursnow, Defendant No. 17, IndochinaHandmadeLamp, Defendant No. 18, DANOTOCO, Defendant No. 26, VH Handmade, Defendant No. 27, WE WILL BE ABLE TO LET YOU KNOW, Defendant No. 29, Susoc , identified in Schedule "A" of the Complaint [Dkt. No. 1-1], (the "Defaulted Defendants") as follows:

1. **Permanent Injunctive Relief**

The Defaulted 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. 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 "GODZILLA" trademarks, or any confusingly similar trademark, (the "Godzilla Trademarks");
- b. using Plaintiff's Godzilla Trademarks 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 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 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 Godzilla Trademarks 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 Defendant as being those of Plaintiff or in any way endorsed by Plaintiff;

- h. otherwise unfairly competing with Plaintiff in connection with Plaintiff's Godzilla Trademarks;
- i. using Plaintiff's Godzilla Trademarks 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.
- k. Using or displaying Plaintiff's federally-registered, copyright-protected works (the "Godzilla 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 Godzilla product or is not authorized by Plaintiff to be sold in connection with Plaintiff's Godzilla Copyrights;
- l. passing off, inducing, or enabling others to sell or pass off any product as a genuine Godzilla products or any other product produced by Plaintiff through the use or display of Plaintiff's Godzilla Copyrights;

- m. 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;
- n. 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 Godzilla Copyrights; and
- o. otherwise unfairly competing with Plaintiff in connection with Plaintiff's Godzilla Copyrights.

2. **Additional Equitable Relief:**

Upon the Plaintiff's request, the Internet marketplace website operators and/or administrators for the Internet based e-commerce stores operating under the seller identification names identified on Schedule "A" hereto (the "Seller IDs"), 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 Godzilla Trademarks and unauthorized copies of Plaintiff's Godzilla Copyrights 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 Godzilla Trademarks and Godzilla Copyrights 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 Defaulted Defendants to promote, offer for sale and/or sell goods in connection with Plaintiff's Godzilla Trademarks and Godzilla Copyrights.

3. **Statutory Damages in Favor of Plaintiff Pursuant to 15 U.S.C. § 1117(c):**

Award the Plaintiff damages of \$100,000.00 against each of the Defaulted Defendants, for which let execution issue, based upon the Court's finding that the Defaulted Defendants infringed Plaintiff's Godzilla Trademarks on one type of good. The Court considered both the willfulness of the Defaulted Defendants' 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. **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 Defaulted Defendants, for which let execution issue, based upon the Court's finding that each Defaulting Defendant infringed on Plaintiff's Godzilla Copyrights. The Court considered both the willfulness of the Defaulting Defendants' conduct and the deterrent value of the award imposed, and the awarded amount falls within the permissible statutory range under 17 U.S.C. § 504(c)(2).

5. **Disposition of Retained Funds**

All funds currently restrained or held on account for the Defaulted Defendants by all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to PayPal and its 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 Defaulted Defendants, to the Plaintiff and/or the Plaintiff's counsel in partial satisfaction of the monetary judgment entered herein against the Defaulted Defendants. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to PayPal, and its related companies and affiliates, shall provide to the Plaintiff at the time the funds are released, a

breakdown reflecting the (i) total funds restrained in this matter for the Defaulted Defendants; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from the Defaulted Defendant' funds restrained prior to release; and (iii) the total funds released for Defaulted Defendants to Plaintiff.

6. **Interest**

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

7. **Bond**

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

8. **Jurisdiction**

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

9. **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.

HONORABLE DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE

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26	VH Handmade	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A8GTEBEOH12Q3&asin=B0DNB5XXLS&ref_=dp_merchant_link
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29	Susoc	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=AQLPS7ZVBO1V5&asin=B0DNR2CVRY&ref_=dp_merchant_link