

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 1:25-cv-24712-MORENO

TOHO CO., LTD.,

Plaintiff,

v.

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

Defendants.

FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE comes before the Court on the Plaintiff's Motion for Entry of Final Default Judgment (ECF 20) as to 29 Defendants.¹ The Clerk of Court has entered a Clerk's Entry of Default as the Defendants. None of the 29 Defendants listed on Schedule A to the Complaint have responded to the Complaint or moved to set aside the Clerk's Default. Accordingly, the Court now reviews the Plaintiff's Motion for Entry of Default Final Judgment. "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) (quoting *Nishimatsu Constr. Co. v. Houston Nat'l Bank*, 515 F.2d 1200, 1206 (5th Cir. 1975)). The Eleventh Circuit added in *Surtain* 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.").

¹ Defendant No. 6 SpringStore1 has been dismissed and is omitted from this Default Judgment.

The well-pled allegations of the Complaint are admitted by virtue of the 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 Defendants is, therefore, appropriate.

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 Defendants THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND UNINCORPORATED ASSOCIATIONS IDENTIFIED IN SCHEDULE "A" (Attached), (the "Defendants") as follows:

1. **Permanent Injunctive Relief**

The 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 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 Defaulting 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 Defaulting Defendants, for which sum let execution issue, based upon the Court's finding that the Defaulting Defendants infringed Plaintiff's Godzilla Trademarks on one type of good. 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 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 Defaulting Defendants, for which let sum 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 Defaulting 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 Defaulting Defendants, to the Plaintiff and/or the Plaintiff's counsel in partial satisfaction of the monetary judgment entered herein against the Defaulting 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 Defaulting Defendants; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from the Defaulting Defendants' funds restrained prior to release; and (iii) the total funds released for Defaulting 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 12 day of May, 2026.



HONORABLE FEDERICO A. MORENO
UNITED STATES DISTRICT JUDGE

Copies:

Counsel of Record

SCHEDULE A

Schedule A		
D e f. N o.	Defendant Alias	Defendant Store Location
1	BUNNYGO	https://bunnyhello.com
2	elevengk	https://elevengk.com
3	Yiyangxing Digital Technology (Longyan) Co., Ltd.	https://yiyangxing.com
4	Sofyee Inc.	https://www.amazon.com/sp?ie=UTF8&seller=AEP9TVL35HJ76&asin=B0CNYHQL72&ref=dp_merchant_link
5	2TNSTORE	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=AXWPTH2CJ9A06&asin=B0D7ST9V5G&ref=dp_merchant_link
6	DISMISSED	
7	Toanwod	https://www.amazon.com/sp?ie=UTF8&seller=A3SITJEIYDFUOZ&asin=B0D8YQ6MTS&ref=dp_merchant_link&isAmazonFulfilled=1
8	huidajinchuk oumaoyi	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A43QKW2MRJC1U&asin=B097TNQ4MD&ref=dp_merchant_link&isAmazonFulfilled=1
9	BicResin	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2DU4AO7ID6FP6&asin=B0D1QSYBWQ&ref=dp_merchant_link
1 0	Southlake gifts	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A4WQTF6RNMSBT&asin=B0BNHF9937&ref=dp_merchant_link&isAmazonFulfilled=1
1 1	Romeeton	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=ANTGNX

		WN911BY&asin=B0D2GZGSRG&ref=dp_merchant_link&isAmazonFulfilled=1
1 2	HeKeSHOP	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2WUQB LT396FU6&asin=B0BVLXSYTN&ref=dp_merchant_link
1 3	BYJ Direct US	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A3723F6 MYOJELP&asin=B0DD3C3Z77&ref=dp_merchant_link&isAmazonFulfilled=1
1 4	Du Yizhi	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2DDGC 9QC0RPNS&asin=B0D9B6Q8K4&ref=dp_merchant_link&isAmazonFulfilled=1
1 5	XUPEIDE	https://www.amazon.com/sp?ie=UTF8&seller=A2QIGCAEK55 XMA&asin=B0DFTK9JJR&ref=dp_merchant_link&isAmazonFulfilled=1
1 6	Gaods's STORE	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A920C52 QI6HBH&asin=B0DNFVBBXB&ref=dp_merchant_link
1 7	START	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A22Z15Q B8LDWU7&asin=B0DNFNHN96&ref=dp_merchant_link
1 8	hengyangxia nxiangansha ngmao	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2RUSXB WQK2JEF&asin=B0DRCRN8Y2&ref=dp_merchant_link
1 9	Handmaded ecor	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A1JHBOR IK3730&asin=B0DRYQPBL3&ref=dp_merchant_link
2 0	NVDUJAO	https://www.walmart.com/seller/102477984
2 1	Spider Verse	https://www.walmart.com/seller/101668732
2 2	Maxfigma	https://www.walmart.com/seller/102499798
2 3	NWJ Toy House	https://www.walmart.com/seller/102534566
2 4	Mornei	https://www.walmart.com/seller/102544309
2 5	MERIGLARE	https://www.walmart.com/seller/101345690

2 6	Kokiya	https://www.walmart.com/global/seller/101641383
2 7	PETSOLA	https://www.walmart.com/seller/101205893
2 8	Colcolo	https://www.walmart.com/seller/101114713
2 9	Almencla	https://www.walmart.com/seller/101248939
3 0	MIA's Grocery Store	https://www.walmart.com/global/seller/101276432