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

CASE NO. 1:25-cv-22562-MARTINEZ

HONG KONG LEYUZHEN TECHNOLOGY CO. LIMITED,

Plaintiff,

v.

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

Defendants.
_____/

PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AGAINST CERTAIN DEFENDANTS IDENTIFIED SCHEDULE "A"

Plaintiff, Hong Kong Leyuzhen Technology Co. Limited ("Plaintiff") moves for Default Judgment, under Federal Rule of Civil Procedure 55(b)(2) ("Rule 55") against certain Individuals, Corporations, Limited Liability Companies, Partnerships, and Unincorporated Associations, specifically, Defendant No. 1 QingYing and Defendant No. 5 LaysamTops (the "Defaulting Defendants") identified in Schedule A to the Complaint (Dkt. Nos. 1-1and 12-1). Plaintiff's motion for Default Judgment disposes of the case, and in support of which states:

I. INTRODUCTION

Under Federal Rule of Civil Procedure 12(a)(1)(A), the Defaulting Defendants had twenty-one (21) days to answer or respond to the Plaintiff's Complaint in this case. As of the filing of this Motion, roughly sixty-one (61) days have passed since electronic service was made on the Defendants, and to date, the Defaulting Defendants have not appeared in this case. (Brees Decl. ¶¶ 7, 8). Pursuant to Rule 55(b)(2), Plaintiff now respectfully moves this Court for a default judgment

finding the Defaulting Defendants liable on all counts asserted in Plaintiff's Complaint. [Dkt. No. 1.]

On November 26, 2025, the Defaulting Defendants were served Plaintiff's Complaint alleging Trademark Infringement 15 U.S.C. § 1114 (Count I), False Designation of Origin 15 U.S.C. § 1125 (Count II), Common Law Trademark Infringement (Count III), and Common Law Unfair Competition (Count IV). Defendants were also served, on November 26, 2025, with Copies of the issued Temporary Restraining Order. [Dkt. No. 21] Plaintiff filed a Return of Service on November 26, 2025. *Id*. The deadline to respond to the Complaint and Jury Demand (the "Complaint") [Dkt. No.1] was December 17, 2025. (Brees Decl. ¶ 4).

In connection with its asserted claims for relief, Plaintiff seeks an award of statutory damages pursuant to 17 U.S.C. § 1117(a)(1)-(2) against the Defaulting Defendants, which should be enhanced, for its willful infringement of Plaintiff's federally registered trademark "ROTITA", with U.S. Trademark Registration No. 6,243,678 and Serial No. 88-954,974 ("Plaintiff's Mark"). *See* Exhibit 2 to the Complaint [Dkt. No. 13-4]. Plaintiff additionally requests that the Court issue a permanent injunction against the Defaulting Defendants. *See* 17 U.S.C. § 502(a). Furthermore, Plaintiff requests an award of attorneys' fees and costs for the Defaulting Defendants' willful infringement of Plaintiff's Mark pursuant to 15 U.S.C. § 1117(b).

Alternatively, Plaintiff requests the issuance of a permanent injunction and an award of damages, including prejudgment interest, for lost sales and the loss of goodwill suffered by Plaintiff, because of the acts of trademark infringement and unfair competition pursuant to Florida Law.

II. MEMORANDUM OF LAW

A. Jurisdiction and Venue Are Proper in This Court

This Court has original subject matter jurisdiction under 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a)-(b). It also alleges violations under Florida common law. Additionally, this Court has supplemental jurisdiction over those claims under 28 U.S.C. § 1367(a). [Dkt. No. 1 at 7.] Venue is proper in this Court under 28 U.S.C. § 1391, and the Court can properly exercise personal jurisdiction over Defendants because each Defendant directly targets business activities toward consumers in Florida and causes harm to the Plaintiff's business within this judicial district. [Dkt. No. 1 at 9].

In addition to the foregoing, the Court has found that it can properly exercise specific personal jurisdiction over the Defendants, in issuing the Temporary Restraining Order ("TRO") on November 10, 2025. [Dkt. No. 17]. Therefore, it is clear that the Defaulting Defendants are subject to personal jurisdiction in this case.

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 a default judgment pursuant to Rule 55 should be entered against each of 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 judgment against all defendants even where plaintiff alleged joint and several liability, because all defendants defaulted). In this action, all Defendants have defaulted, leaving no risk of inconsistency.

C. The Factual Allegations Establish Liability

15 U.S.C. § 1114 establishes liability for trademark infringement if, without the registrant's consent, 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 succeed on a claim of false designation of origin under Section 43(a) of the Lanham Act, the Plaintiff must show that the Defendants used in commerce, with respect to any goods or services, any word, term, name, symbol, device, or combination of these, or any false designation of origin that is likely to deceive about the affiliation, connection, or association of the Defendants with the Plaintiff, or the origin, sponsorship, or approval of the Defendants' goods by the 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 Florida common law. *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 establish 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-pleaded factual allegations in Plaintiff's Complaint, supported by the evidence submitted, conclusively establish the Defaulting Defendants' liability under each claim asserted in the Complaint—a Default Judgment under Rule 55 of the Federal Rules 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 allows for the entry of a court-ordered default judgment against one or more defending parties who fail to appear, answer, or defend against allegations. Fed. R. Civ. P. 55(b)(2). A defaulting defendant is considered 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 contains sufficient well-pleaded allegations to support a claim for injunctive relief).

More than twenty-one (21) days have passed since the Defaulting Defendants were served, and neither of the Defaulting Defendants have filed an answer or other responsive pleading. Default judgment is appropriate, and Plaintiff is entitled to entry of a default judgment pursuant to Rule 55(b)(2) against each of the Defaulting Defendants for trademark infringement, false designation of origin, and unfair competition 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 the Defaulting Defendants' profits derived from their acts of infringement to offset Defendants' unjust enrichment and to deter future infringement of Plaintiff's Mark, pursuant to 15 U.S.C. § 1117(a)(1); (2) triple damages and increased profits pursuant to 15 U.S.C. § 1117(b); (3) entry of a permanent injunction pursuant to 15 U.S.C. § 1116; and (4) an award of attorneys' fees and costs pursuant to 15 U.S.C. § 1117(b). 1.

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 the 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."). Under 15 U.S.C. § 1116, this Court should permanently enjoin the Defaulting Defendants from continuing to infringe Plaintiff's Mark.

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

The Defaulting Defendants' 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 ROTITA trademark. The facts alleged in Plaintiff's Complaint, supported by the evidence provided, demonstrate that the Defaulting Defendants are repeatedly infringing on Plaintiff's Mark by using ROTITA in the description of the Defaulting Defendants' goods to advertise, promote, and sell products that are similar but of lower quality than those of Plaintiff. (See Dkt. No. 1. ¶¶ 16-20.)

Plaintiff will suffer irreparable injury if Defaulting Defendants' infringing activities are not permanently enjoined. (Dkt. No. 1 ¶¶ 20-24.) 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.").

Further, Plaintiff's Complaint alleges that Defendants' unlawful actions have caused Plaintiff irreparable injury and will continue to do so if Defendants are not permanently enjoined. (Dkt. No. 1 ¶¶ 38-41.) By failing to answer the Complaint, the Defaulting Defendants have defaulted and thus admitted Plaintiff's factual allegations in that respect.

Additionally, Plaintiff has no adequate remedy at law so long as the Defaulting Defendants continue using Plaintiff's Mark in connection with their Internet-based e-commerce stores on the Walmart platform, because Plaintiff cannot control the quality of what appears to be its products in the marketplace. An award of monetary damages alone will not fix the harm to Plaintiff's reputation and goodwill that will result if the Defaulting Defendants' infringing and counterfeiting activities are allowed to persist.

It cannot be said that the Defaulting Defendants would face hardship in stopping their willful infringement of Plaintiff's Mark, as they are simply prohibited from selling counterfeit goods, which is illegal. At the same time, Plaintiff suffers hardship from lost sales and an inability to manage its reputation.

Finally, the public has an interest in a permanent injunction against the Defaulting Defendants to prevent consumers from being misled by their products. 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."). A permanent injunction will prevent consumer confusion and deception in the marketplace and protect Plaintiff's property interest in Plaintiff's Mark.

The Defaulting Defendants have admitted through default that their e-commerce stores, related payment accounts, and seller aliases or IDs are used in connection with selling counterfeit and infringing goods. They use the Plaintiff's Mark in product descriptions, which are key parts of the Defaulting Defendants' online activities. These elements are among the ways the Defaulting Defendants carry out their counterfeiting and infringement schemes, causing harm to the Plaintiff. [Dkt. No. 1 ¶¶ 18-21).

To enforce the injunction practically under the Court's inherent authority and the All Writs Act, 28 U.S.C. § 1651(a), all listings using Plaintiff's Mark on the e-commerce stores on the Walmart Platform, and any other e-commerce store names operated or controlled by the Defaulting Defendants to promote, offer for sale, or sell goods bearing or using counterfeit or infringing versions of Plaintiff's Mark should be permanently removed by the Internet marketplace website operators or administrators.

Unless the listings that use Plaintiff's Mark are removed, the Defaulting Defendants will remain free to continue infringing on Plaintiff's Mark without consequence, continue benefiting from the Internet traffic to their e-commerce stores generated through the unlawful use of Plaintiff's Mark, and keep deceiving the public through 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 mold 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.").

Since the Defaulting Defendants have engaged in an online counterfeiting and infringement scheme and are profiting from intentionally misusing Plaintiff's rights, unless the infringing online platform listings are permanently removed, the Defaulting Defendants will be able to continue deceiving the public with their illegal activities. Therefore, the Court should shut down the means through which the Defaulting Defendants conduct their unlawful activities to prevent further infringement.

2. *Damages for Trademark Infringement*

In cases involving the use of counterfeit marks in connection with a sale, offer for sale, or distribution of goods, 15 U.S.C. § 1117(c) states that a plaintiff may choose to seek statutory damages at any point before final judgment is made, with the amount ranging from at least $1,000.00 to no more than $200,000.00 per counterfeit mark for each type of good. If the Court finds that the Defaulting Defendants' counterfeiting actions were willful, it may award damages exceeding the maximum limit, up to $2,000,000.00 per mark per type of good. 15 U.S.C. § 1117(c)(2). Under 15 U.S.C. § 1117(c), the Plaintiff chooses to seek statutory damages for its Trademark Infringement claim as stated in the Complaint.

This Court has broad 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 instant 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" of 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 situation, a defendant is considered to have the necessary knowledge that its actions amount to infringement.

Plaintiff's Mark is widely recognized as a symbol of high-quality women's clothing and fashion goods. The fact that the Defaulting Defendants offered for sale and sold goods using a mark that is identical or nearly identical to such a well-known mark shows their intent to benefit from Plaintiff's goodwill. In a clear case of copying like this, it is reasonable to infer that the Defaulting Defendants intended to cause confusion and to profit 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 an affiliation from Defendants' use of a confusingly similar mark).

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)). In other words, the placement of Plaintiff's Mark in the middle of the listing is intentional; it was deliberately placed there to attract more business.

The evidence submitted in this case establishes that the Defaulting Defendants intentionally copied Plaintiff's Mark to derive the benefit of Plaintiff's reputation, which Defaulting Defendants have admitted through default. [Dkt. No. 1 ¶¶ 16-21, 28-30, and 37-42.] 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 Defaulting Defendants do not continue their intentional and willful counterfeiting activities.

The evidence in this case shows 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 ¶¶ 16-20; Dkt. No. 1-2. Pg. 2). In similar cases involving the same issues and claims for damages, this Court has found enough evidence to establish a defendant's infringement and to issue a final default judgment and permanent injunction. 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 this, Plaintiff respectfully requests that the Court award statutory damages of $15,000.00 against each of the Defaulting Defendants.

Plaintiff's requested damages for the Defaulting Defendants are well within the permissible range under 15 U.S.C. § 1117(c)(2). These damages should be sufficient to deter the Defaulting Defendants and others from continuing to counterfeit or infringe upon Plaintiff's Mark, provide compensation to Plaintiff, and punish the Defaulting Defendants—all of which are goals outlined in 15 U.S.C. § 1117(c). The 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 a similar methodology to that of the Plaintiff.[1]

3. Damages for False Designation of Origin.

The Lanham Act provides that a plaintiff who prevails in a trademark infringement action "shall be entitled, subject to the provisions of sections 1111 and 1114 of this title, and subject to the principles of equity, to recover (1) defendant's profits, (2) any damages sustained by the plaintiff, and (3) the costs of the action." 15 U.S.C. § 1117(a).

"The Eleventh Circuit has made clear that in assessing damages under the Act the court may enter judgment, according to the circumstances of the case, for any sum above the amount found as actual damages, not exceeding three times such amount." *Hard Candy, LLC v. Anastasia Beverly Hills, Inc*., Case No. 16-cv-21203, 2018 WL 10322164, *3 (S.D. Fla. Jan. 13, 2018). "Further, if the court finds that the amount of the recovery based on profits is either inadequate or

[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).

excessive, the court may, in its discretion, enter judgment for the sum the court finds to be just, according to the circumstances of the case." *Id*. (citing *Slep-Tone Entertainment Corp., v. Johnson*, 518 F. App'x 815, 819 (11th Cir. 2013); 15 U.S.C. 1117(a)).

"Thus, a district court has considerable discretion to award damages that are appropriate to the unique facts of the case, and when the court concludes that an award of profits is 'excessive,' the Act expressly provides that it may award an amount of damages as it shall find to be just." *Id*. "Finally, in *Burger King v. Mason,* 855 F. 2d 779 (11th Cir. 1988), the Eleventh Circuit stated, '... all monetary awards under Section 1117 are 'subject to the principles of equity,' [and] ... no hard and fast rules dictate the form or quantum of relief.'" *Id*. (citation omitted).

As such, Plaintiff respectfully suggests the Court award damages of $15,000.00 against each of the Defaulting Defendants. Plaintiff's proposed damage amount is well within the permissible range under 15 U.S.C. § 1117(a). It should be enough to deter the Defaulting Defendants and others from continuing to counterfeit or infringe upon Plaintiff's Mark, compensate the Plaintiff, and punish the Defaulting Defendants— all goals of 15 U.S.C. § 1117(a).

4. Damages for Common law Trademark Infringement and Common Law Unfair Competition

Plaintiff's Complaint also includes claims for common law unfair competition and common law trademark infringement (Counts III & IV). Regarding Counts III & IV, the scope of monetary damages allowed is also covered by 15 U.S.C. § 1117(a). Therefore, judgment on Counts III & IV should be limited to the amount awarded under Count I for federal trademark infringement and Count II false designation of origin, along with the requested equitable relief.

III. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests the Court to enter a Default Judgment against the Defaulting Defendants under Rule 55. Plaintiff also asks the Court to award:

(1) the Defaulting Defendant's profits from its acts of infringement to remedy unjust enrichment and deter future infringements of Plaintiff's Mark, pursuant to 15 U.S.C. § 1117(a)(1); (2) triple damages and increased profits under 15 U.S.C. § 1117(b); (3) a permanent injunction under 15 U.S.C. § 1116; and (4) attorneys' fees and costs as allowed by 15 U.S.C. § 1117(b).

DATED: January 26, 2026

Respectfully Submitted,

By: */s/ William R. Brees*
William R. Brees (FL Bar No. 98886)
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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of January 2026, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a "Notice of Electronic Filing" to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website http://blointernetenforcement.com, and distributed to e-commerce platform, Walmart.

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

Defendant Store Name	Email Address
QingYing 10002523918	qingyin3fu@126.com
LaysamTops 10001230767	luming901002@163.com

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

CASE NO. 1:25-cv-22562-MARTINEZ

HONG KONG LEYUZHEN TECHNOLOGY CO. LIMITED,

Plaintiff,

v.

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

Defendants.
_____/

DECLARATION OF WILLIAM R. BREES, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT

I, William R. Brees, Esq., 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, Hong Kong Leyuzhen Technology Co. Limited ("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 June 4, 2025, Plaintiff filed its Complaint and Jury Demand [Dkt. No. 1] against the Individuals, Corporations, Limited Liability Companies, Partnerships, and Unincorporated Associations (the "Defaulting Defendants") identified in Schedule A to the Complaint (Dkt. No. 1-1).

3. On November 26, 2025, Defendants were served with their respective Summons and copies of the Complaint via electronic mail ("e-mail") and website posting pursuant to the

Court's Order authorizing alternate service of process. (See Dkt. No. 21 Return of Service on file with the Court.)

4. The deadline to respond to the Complaint and Jury Demand (the "Complaint") [Dkt. No. 1] was December 17, 2025.

5. The Defaulting Defendants have not been granted an extension of time to respond to the Complaint.

6. Clerk's Entry of Default against certain Defendants was entered on December 30, 2025, along with non-entry of Default against other Defendants who have since been dismissed from the Case. [Dkt. No. 45].

7. As of the filing of this Motion, approximately sixty-one days (61) have expired since electronic service was effectuated on Defaulting Defendants.

8. Defaulting Defendants have failed to answer or otherwise respond to the Complaint or appear in the action.

9. The Defaulting Defendants' information is as follows:

Defendant No.	Defendant Store Name and ID	Email Address
1	QingYing 10002523918	qingyin3fu@126.com
5	LaysamTops 10001230767	luming901002@163.com

10. Servicemembers Civil Relief Act, 50 U.S.C. app. § 521(b):

a. I am unable to determine whether the Defaulting Defendants are in military service because the Defaulting Defendants' true identities are unknown.

b. Defaulting Defendants are believed to be a person that is a citizen of the People's Republic of China or a company that is organized under the laws of the People's Republic of China.

c. The Defaulting Defendant's store information page on Walmart.com lists the following addresses as Defaulting Defendants' addresses, which make no sense, and are clearly false:

Defendant No.	Seller's Name	Address
1	QingYing	TianHeQuJinSuiLu1Hao2006FangA93Shi GuangZhouShi, GD 510623, CN
5	LaysamTops	Room A4035, Fukang Building, Quansen Pioneer Park, Yousong Road, Longhua Street, Longhua District Shenzhen, GD 518109, CN

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

Executed on January 26, 2026, in St. Petersburg, Florida.

Respectfully Submitted

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

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

Defendants.
_____/

[PROPOSED] ORDER GRANTING MOTION FOR FINAL DEFAULT JUDGMENT

THIS CAUSE is before the Court on Plaintiff's Renewed Motion for Entry of Final Default Judgment (the "Default Judgment Motion") [Dkt. No. 49]. 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 30, 2025, the Clerk entered default against Defendant No. 1 QingYing and Defendant No. 5 LaysamTops ("Clerk's Entry of Default") [Dkt. No. 45]. (Defendant Nos. 1 and 5 are collectively referred to as the "Defaulting Defendants") for failure to respond to the Complaint or otherwise appear in this action. On January 26, 2026, Plaintiff filed the Default Judgment Motion [Dkt. No 49]. Defendants subsequently failed to move to set aside the Clerk's Entry of Defaults or otherwise respond to the Default Judgment Motion.

The well-pleaded allegations of the Complaint are admitted by virtue of the Defaulting Defendants' default. The Court finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including consumers in the State of Florida. Specifically, Plaintiff has provided a basis to conclude that Defendants have targeted sales to Florida residents by setting up and operating e-commerce stores by using one or more seller aliases, offer shipping to the

United States, including to the State of Florida, and intentionally offering for sale women's apparel and fashion items ("Infringing Products") using Plaintiff's federally registered trademark "ROTITA", with U.S. Trademark Registration No. 6,243,678 ("Plaintiff's Mark").

A. Plaintiff Has Sufficiently Pled its Claims.

Plaintiff's Complaint includes four claims against the Defendants. *See generally* [ECF No. 1]. Count I alleges trademark infringement pursuant to Section 32 of the Lanham Act, in violation of 15 U.S.C. § 1114. *Id*. at ¶¶ 25–35, Count II alleges unfair competition, and false designation of origin pursuant to Section 43(a) of the Lanham Act, in violation of 15 U.S.C. § 1125(a). *Id*. at ¶¶ 36–42. Count III alleges Florida common law trademark infringement. *Id*. at ¶¶ 43–48. Count IV alleges common law unfair competition. *Id*. at ¶¶ 49–53. The Court analyzes whether Plaintiff has adequately stated each claim.

1. Claims for Federal Trademark Infringement, False Designation of Origin, and Florida Common Law Trademark Infringement

To prevail on its claim of trademark infringement in violation of 15 U.S.C. § 1114 in Count I, Plaintiff would have to "demonstrate '(1) that [it] had prior rights to the mark at issue and (2) that the defendant[s] 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.'" *Fendi S.r.l. v. Bag,* No. 19-cv-61356, 2019 WL 4693677, at *2 (S.D. Fla. Aug. 28, 2019) (quoting *Planetary Motion, Inc. v. Techsplosion, Inc*., 261 F.3d 1188, 1193 (11th Cir. 2001)). As to Count II, "[t]he test for liability . . . under 15 U.S.C. section 1125(a) is the same as for a trademark counterfeiting and infringement claim— *i.e*., whether the public is likely to be deceived or confused by the similarity of the marks at issue." *Id*. at *3.

As to Count III, "[t]he analysis of liability for Florida common law trademark enforcement is the same as the analysis of liability for trademark infringement under § 32(a) of the Lanham Act." *Tiffany (NJ) LLC v. Benefitfortiffany.com*, No. 16-cv-60829, 2016 WL 8679081, at *5 (S.D. Fla. Nov. 3, 2016), *report and recommendation adopted*, No. 16-cv-60829, 2016 WL 8678880 (S.D. Fla. Dec. 20, 2016) (citing *PetMed Express, Inc. v. MedPets.Com, Inc.*, 336 F. Supp. 2d 1213, 1217–18 (S.D. Fla. 2004)). For the reasons that follow, the Court finds that Plaintiff has pled sufficient facts to establish all three claims.

For the first element of a trademark infringement claim, Plaintiff has pled that it had prior rights to Plaintiff's Mark. *See* [ECF No. 1 at ¶ 9-15]. The second element of trademark infringement (as well as false designation of origin) requires that Plaintiff allege that Defendants' mark was so similar that it was likely to cause confusion or deception. In the Complaint, Plaintiff alleges that "The Defendants' willful, intentional, and unauthorized use of Plaintiff's Mark for goods identical, nearly identical, directly competing, and/or overlapping to Plaintiff's Goods is likely to cause. It is causing confusion, mistakes, confusion, and deception as to the quality, origin, sponsorship, or approval of Defendants' Products among the general public." *Id*. at ¶ 30. Further, Plaintiff has "used Plaintiff's Mark continuously and consistently for an extended period of time to identify, advertise, promote, and sell Plaintiff's Goods, which has indelibly impressed on the minds of the consuming public the impression that Plaintiff's Mark identifies Plaintiff as the source of its women's fashion and apparel products." *Id*. at ¶ 37.

Plaintiff's Mark, which Plaintiff alleges has indelibly impressed on the minds of the relevant consuming public that Plaintiff's Mark identifies Plaintiff as the source of Plaintiff's Goods and Services. *Id*. at ¶ 10. Further, Plaintiff alleges that Plaintiff

has not licensed or authorized Defendants to use Plaintiff's Mark, and none of the Defendants are authorized retailers of genuine ROTITA brand products. [ECF No. 1 ¶ 20]. Defendants allegedly operate a highly sophisticated network whereby they offer the Counterfeit Products, of lesser quality and at a discounted price, by associating these inferior products with Plaintiff's Mark through the unauthorized use of Plaintiff's Mark. *Id.* ¶ 16. Thus, the Court finds that Plaintiff has adequately stated a cause of action as to Plaintiff's federal trademark infringement, false designation or origin, and Florida common law trademark infringement claims. *See Tiffany*, 2016 WL 8679081, at *3.

2. Claims for Florida Common Law Unfair Competition

To prevail on a Florida common law unfair competition claim, a plaintiff must prove that:

> (1) the plaintiff is the prior user of the mark; (2) the mark is arbitrary, suggestive, or has secondary meaning; (3) the defendant is using a confusingly similar mark to indicate similar goods marketed in competition with the plaintiff in the same trade area in which the plaintiff has already established its mark; and (4) because of the defendant's action, consumer confusion regarding the defendant's goods is likely.

Tiffany, 2016 WL 8679081, at *5 (citing *PetMed Express, Inc.*, 336 F. Supp. 2d at 1219).

Plaintiff has adequately stated a claim for Florida common law unfair competition such that the Defaulting Defendant admits the allegations by default. First, Plaintiff has pled that its use of the Plaintiff's Mark predates the Defaulting Defendant's use. [ECF No. 1 at ¶¶ 9-15]. Second, Plaintiff has alleged that Plaintiff's extensive and continuous use of Plaintiff's Mark in connection with Plaintiff's Goods has indelibly impressed on the minds of the relevant consuming public that Plaintiff's Mark identifies Plaintiff as the source of Plaintiff's Goods. *Id.* at ¶ 10. As to the third and fourth elements, Plaintiff alleges that Defendants are each "advertising,

promoting, offering for sale, and/or selling infringing products using Plaintiff's Mark in the description of goods" to consumers "who will believe Defendants' Goods are genuine goods originating from, associated with, and/or approved by Plaintiff." as Plaintiff. *Id*. at ¶¶ 14, 16. Accordingly, Plaintiff has established liability for Defendants' unfair competition.

B. Plaintiff Is Entitled to Relief.

Given that Plaintiff has established Defendants' liability, as discussed above, the Court turns to the issue of the appropriate relief for each Count.

1. Plaintiff is Entitled to a Permanent Injunction Against Defendants.

Pursuant to the Lanham Act, a court may 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." *Tiffany*, 2016 WL 8679081, at *5 (quoting 15 U.S.C. § 1116(a)). To obtain a permanent injunction pursuant to 15 U.S.C. § 1116, a plaintiff must demonstrate that:

> (1) it has suffered an irreparable injury; (2) remedies at law, such as monetary damages, are inadequate to compensate for that injury; (3) considering the balance of hardship between plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction.

Id. (citing *eBay, Inc. v. MercExchange, LLC*, 547 U.S. 388, 391 (2006)). For trademark and unfair competition cases, "[i]njunctive relief is the remedy of choice. . . since there is no adequate remedy at law for the injury caused by a defendant's continuing infringement." *Id*. at *6 (quoting *Burger King Corp. v. Agad*, 911 F. Supp. 1499, 1509- 10 (S.D. Fla. 1995)).

The Court finds that Plaintiff has met its burden to demonstrate that it is entitled to a permanent injunction against the Defaulting Defendants. First, Plaintiff has established that it has suffered and will continue to suffer irreparable injury because the counterfeit goods that are promoted, advertised, and offered for sale by Defaulting Defendants are nearly identical to Plaintiff's genuine goods utilizing Plaintiff's Mark such that consumers may confuse Defendants' counterfeit goods for Plaintiff's genuine goods. *See* [ECF No. 1 at ¶¶ 9-17]. Indeed, in trademark cases, "a sufficiently strong showing of likelihood of confusion . . . may by itself constitute a showing of a substantial threat of irreparable harm." *Tiffany*, 2016 WL 8679081, at *6 (alteration in original) (quoting *McDonald's Corp. v. Robertson*, 147 F.3d 1301, 1306 (11th Cir. 1998)).

Second, Plaintiff has no adequate remedy at law if the Defaulting Defendant continues its infringing activities because Plaintiff has no control over the quality of goods that are easily confused with theirs, and monetary damages alone will not cure any harm to Plaintiff's reputation. [ECF No. 1 ¶¶ 24, 30]. Third, the balance of hardships favors Plaintiff due to its inability to control its reputation in the marketplace. *See Chanel, Inc. v. J.M.C. Wholesale, Inc.*, No. 12-cv- 21919, 2013 WL 12247802, at *4 (S.D. Fla. Apr. 22, 2013); [ECF No. 5 at 11-12]. By contrast, the Defaulting Defendant faces no hardship if they are prohibited from the infringement of Plaintiff's trademark, which is an illegal act. *See id.*; *see also Tiffany*, 2016 WL 8679081, at *6. Finally, it is in the public interest to issue "a permanent injunction against Defendants to prevent consumers from being misled by Defendants' products." *Atmos Nation, LLC v. Pana Depot, Inc.*, No. 14-cv-62620, 2015 WL 11198010, at *3 (S.D. Fla. Apr. 8, 2015).

In sum, Plaintiff has demonstrated that it is entitled to injunctive relief as against the Defaulting Defendant.

2. Plaintiff is Entitled to Statutory Damages.

In addition to injunction relief, Plaintiff also seeks statutory damages as to its claim for trademark infringement pursuant to 15 U.S.C. § 1117(c). The Court addresses the grounds for damages below.

a. Damages as to Count I[1]

In trademark counterfeiting matters, the Lanham Act 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." *Louis Vuitton Malletier v. aaaimitationbags.com*, No. 18-cv-62354, 2019 WL 2008910, at *5 (S.D. Fla. Mar. 29, 2019) (citing 15 U.S.C. § 1117(c)(1)). Moreover, where a court "finds 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. *Id.* (citing 15 U.S.C. § 1117(c)(2)). Such damages are particularly appropriate in the default judgment context, given the difficulty of ascertaining the defendants' profits because the defendants have neither responded to complaints or motions nor participated in discovery. *See Tiffany*, 2016 WL 8679081, at *7 (citing *Tiffany (NJ) LLC v. Dongping*, No. 10-cv-61214, 2010 WL 4450451, at *6 (S.D. Fla. Oct. 29, 2010)); *Rolex Watch U.S.A., Inc. v. Lynch*, No. 12- cv-00542, 2013 WL 2897939, at *6

[1] In the Motion, Plaintiff submits that judgment should be "limited to the amount awarded pursuant to Count I for federal trademark infringement and false designation of origin and entry of the requested equitable relief." [Dkt. No. 38 at 15]

(M.D. Fla. June 12, 2013); *Nike, Inc. v. Lydner*, No. 07-cv-01654, 2008 WL 4426633, at *4 (M.D. Fla. Sept. 25, 2008)).

The Court has wide discretion in determining the appropriate amount of statutory damages, and statutory damages may be properly awarded even where a plaintiff is unable to prove actual damages due to defendants' infringement. *Louis Vuitton Malletier*, 2019 WL 2008910, at *5. Further, statutory damages in this context are "intended not just for compensation for losses, but also to deter wrongful conduct." *PetMed Express, Inc*., 336 F.Supp.2d at 1220–21.

Here, Plaintiff has alleged that each Defaulting Defendant used, promoted, advertised, distributed, offered for sale and/or sold at least one type of good bearing and/or using a counterfeit of Plaintiff's Mark. *See* [ECF No. 1 at ¶ 16]. Accordingly, the Defaulting Defendants have "defaulted on Plaintiff's allegations of willfulness," and courts may infer willfulness where defendants default. *Louis Vuitton Malletier*, 2019 WL 2008910, at *5 (citing *Arista Records, Inc. v. Beker Enters., Inc*., 298 F. Supp. 2d 1310, 1313 (S.D. Fla. 2003); *PetMed Express, Inc.*, 336 F.Supp.2d at 1217).

Based on Plaintiff's well-pled allegations, the Court is permitted "to award up to $ 2,000,000.00 per infringing mark on each type of good as statutory damages" to ensure the Defaulting Defendant does not continue its intentional and willful counterfeiting activities. *Louis Vuitton Malletier*, 2019 WL 2008910, at *5. Here, Plaintiff requests the Court to award statutory damages in the amount of $15,000.00 against the Defaulting Defendants. [ECF No. 49 at 12,14]. Accordingly, given the available evidence and the goal of deterrence, the Court finds, in its discretion, that an award of $15,000.00 against the Defaulting Defendants, which is within the range of statutory damages available, is just, as it "should be sufficient to deter Defendants and

others from continuing to counterfeit or otherwise infringe Plaintiff's trademark, compensate Plaintiff, and punish Defendants — all stated goals of 15 U.S.C. section 1117(c)." *See e.g., Chanel, Inc.,* 2023 WL 2540439; at *6 (quoting *Louis Vuitton Malletier*, 2019 WL 2008910, at *6) (recommending that Plaintiff's request for an award of statutory damages in the amount of $100,000.00 against each Defendant for trademark infringement be granted); *Chanel, Inc., v. Individuals*, No. 24-cv-22823-JB, 2024 WL 5267144, at *5 (S.D. Fla. Sept. 25, 2024) (awarding statutory damages of $100,000.00 per trademark counterfeited, per type of good offered against each Defendant). Thus, the Court will award award statutory damages in the amount of $15,000.00 against each Defaulting Defendant:

For the foregoing reasons, it is hereby

ORDERED AND ADJUDGED that Plaintiff's Default Judgment Motion (DE [49]) is **GRANTED**. In accordance with Federal Rule of Civil Procedure 58, judgment for Plaintiff will be entered separately.

DONE AND ORDERED in Chambers, Miami, Florida, this __th day of January 2026.

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HONORABLE JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

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

CASE NO. 1:25-cv-22562-MARTINEZ

HONG KONG LEYUZHEN TECHNOLOGY CO. LIMITED,

Plaintiff,

v.

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

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. 49], 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, Hong Kong Leyuzhen Technology Co. Limited's ("Plaintiff"), and against certain Defendants, Defendant No. 1 QingYing and Defendant No. 5 LaysamTops (the "Defaulting Defendants") as follows:

1. **Permanent Injunctive Relief**

The Defaulting Defendants, their officers, directors, agents, representatives, subsidiaries, distributors, servants, employees, 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 ROTITA trademark (U.S. Trademark Registration No. 6,243,678) or any confusingly similar trademark (the "Plaintiff's Mark");

b. using Plaintiff's Mark 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 Defaulting 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 Defaulting Defendants are in any way endorsed by, approved by, and/or associated with Plaintiff;

f. using any reproduction, counterfeit, copy, or colorable imitation of Plaintiff's Mark in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;

g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe

or represent goods offered for sale or sold by the Defaulting Defendants as being those of Plaintiff or in any way endorsed by Plaintiff;

h. otherwise unfairly competing with Plaintiff in connection with Plaintiff's Mark;

i. using Plaintiff's Mark or any confusingly similar trademark, on e-commerce 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.

2. **Additional Equitable Relief:**

Upon the Plaintiff's request, the Internet marketplace website operators and/or administrators for the Internet based e-commerce stores hosting Defendants, including but not limited to AliExpress, Alipay, Dhgate, Dhpay, Joom, Wish, Wishpay, Walmart, Amazon, Amazon Pay, eBay, Etsy, and/or Taobao, shall permanently remove any and all listings and associated images of goods bearing counterfeits and/or infringements of Plaintiff's Marks via the e-commerce stores operating under the Seller IDs, and any other listings and images of goods bearing counterfeits and/or infringements of Plaintiff's Mark associated with the same sellers or linked to any other alias seller identification names or e-commerce stores being used and/or controlled by

the Defaulting Defendant to promote, offer for sale and/or sell goods bearing counterfeits and/or infringements of Plaintiff's Mark.

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

Award the Plaintiff damages of $15,000.00 against each of the Defaulting Defendants, for which let execution issue, based upon the Court's finding that the Defaulting Defendant infringed Plaintiff's Mark on one type of good. The Court considered both the willfulness of the Defaulting Defendant's 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).

Defendant Store Name	Email Address	Statutory Damages
QingYing 10002523918	qingyin3fu@126.com	$15,000.00
LaysamTops 10001230767	luming901002@163.com	$15,000.00

4. **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 Amazon and their related companies and affiliates are to be immediately (within five (5) business days), transferred by the previously referred to financial institution, payment processors, banks, escrow services, money transmitters, or marketplace platforms and by the Defaulting Defendants, to the Plaintiff and/or the Plaintiff's All funds currently restrained or held in account for the Defaulting Defendants by all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to Amazon and their related companies and affiliates, must be immediately transferred within five (5) business days by the aforementioned entities and the Defaulting Defendants to the Plaintiff and/or the Plaintiff's counsel as partial satisfaction of the monetary judgment entered against the Defaulting Defendants.

All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to Walmart and their related companies and affiliates, shall provide the Plaintiff at the time of fund release with a breakdown showing (i) the total funds restrained in this matter for the Defaulting Defendants; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from the restrained funds prior to release; and (iii) the total funds released to the Plaintiff for the Defaulting Defendants.

5. **Interest**

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

6. **Bond**

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

7. **Jurisdiction**

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

8. **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 _____, 2026.

_____
HONORABLE JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE