

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

Case No. 1:25-cv-23740-MARTINEZ/SANCHEZ

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

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

Defendants.

**PLAINTIFF'S RENEWED MOTION FOR ENTRY OF DEFAULT JUDGMENT
AGAINST THE IDENTIFIED SCHEDULE "A" DEFENDANTS**

Plaintiff Hong Kong Leyuzhen Technology Co. Limited ("Plaintiff") hereby moves for this Renewed Entry of Default Judgment (the "Motion") pursuant to Federal Rule of Civil Procedure 55 ("Rule 55") against certain Defendants identified in Schedule "A" to the complaint (collectively, the "Defaulting Defendants") [Dkt. Nos. 1-1, 20-1]. The Defaulting Defendants have been separately listed in the accompanying Declaration of Willam R. Brees (the "Brees Decl."), (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. Plaintiff's Motion disposes of the case.

I. INTRODUCTION

On August 19, 2025, Plaintiff filed its Complaint and Jury Demand (the “Complaint”) [Dkt. No. 1] in this action alleging, Copyright Infringement (Count I), and Violation of Florida Deceptive and Unfair Trade Practices Act (Count II). On December 29, 2025, the Court authorized electronic service via email on Defendants listed in Schedule "A" in connection with the Temporary Restraining Order ("TRO") [Dkt. Nos. 14, 15]. On January 30, 2026, Defendants were served with their respective Summons and copies of the Complaint and Temporary Restraining Order via electronic mail (“e-mail”) to the email addresses provided by the online marketplace Amazon.com. (See Dkt. No. 26 Return of Service on file with the Court.) The deadline to respond to the Complaint was February 20, 2026. (Brees Decl. ¶ 4).

Pursuant to Federal Rule of Civil Procedure 12(a)(1)(A), the Defaulting 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, more than twenty-one (21) days have expired since electronic service was effectuated on the Schedule "A" Defendants, which includes the Defaulting Defendants that are the subject of Plaintiff's Motion. (Brees Decl. ¶ 3, 4, 9, and 10.) To date, the Defaulting Defendants have not answered or otherwise responded to Plaintiff's Complaint. (Brees Decl. ¶ 6).

Pursuant to Rule 55(b)(2), Plaintiff now respectfully moves this Court for entry of a default judgment finding the Defaulting Defendants liable on all counts asserted in the Complaint. These asserted counts include claims for Copyright Infringement (Count I), and Violation of Florida Deceptive and Unfair Trade Practices Act (Count II).

In connection with its asserted claims for relief, Plaintiff seeks an award of statutory damages pursuant to 17 U.S.C. § 504(c), against the Defaulting Defendants, which should be enhanced by 17 U.S.C. § 504(c)(2), for their willful infringement of Plaintiff's federally registered

copyrights. Plaintiff additionally requests 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 pursuant to 17 U.S.C. § 505.

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. [Dkt. No. 1 at 12].

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 December 29, 2025. [Dkt. No. 14]. Moreover, the Court additionally issued a Preliminary Injunction on February 24, 2026, further solidifying this determination. [Dkt. No. 46]. 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 Copyright protected works ("the Rotita 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

"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).

Rotita is the owner of all rights, title and interest in and to the Copyright registrations issued by the United States Copyright Office for certain images related to its Rotita Brand product line (the "Rotita Brand") used in connection with the promotion and sale of women's apparel, which bear the federal registration numbers VA0002380492, VA0002413190, VA0002379930, VA0002413192, VA0002379934, and VA0002413200 (the "Rotita Copyrights"). See Dkt. No. 20

at ¶1; *see also* Dkt. No. 20-02 (Rotita Copyrights, Ex. 2 to the Complaint). Each Defaulting Defendant has directly copied one or more photographs protected by the Rotita Copyrights, or, each Defaulting Defendant's infringing photographs are strikingly similar, or at the very least substantially identical, to the images protected by the Rotita Copyrights and constitute unauthorized copying, reproduction, and distribution, creation of a derivative works, and/or public display of Plaintiff's copyrights for the Rotita Products. *See* Dkt. No. 20 at ¶36; *see also* Dkt. 20-03 (Infringing uses of Rotita Copyrights on each of the Defendants' Online Stores). Defaulting Defendants have made unauthorized copies of Plaintiff's works. Specifically, each Defaulting Defendant also deceives unknowing consumers by using the Rotita Copyrights without authorization in offering products for sale by referencing and/or embodying those copyrights on the Online Stores. *See* Dkt. No. 20 at ¶44.

Defendants have violated the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, et seq as well as § 501.204 which state that "(1) Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Defendants have engaged in unfair or deceptive acts or practices in the conduct of trade or commerce at least by passing off their infringing products as those of Plaintiff's Rotita Brand products through the unauthorized use of Rotita Copyrights. *See* Dkt. No. 20 at ¶¶90-91; *see also* Dkt. 20-03 (Infringing uses of Rotita Copyrights on each of the Defendants' Online Stores). Defendants have used one or more of the Rotita Copyrights in promoting their online stores and displaying them in connection with offering for sale inferior products by deceiving customers into believing the products are authentic Rotita Brand products. *Id.*

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 defaulting 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 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 Defendants' unjust enrichment and to deter their infringement of Plaintiff's copyrights, pursuant to 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. § 505.

1. *A Permanent Injunction Against the Defaulting Defendants is Appropriate*

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 Defaulting Defendants' competing Infringing Products as genuine Rotita Products through the publication of the Infringing Photographs. 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.”).

Plaintiff has shown that it lacks an adequate remedy at law and would suffer irreparable harm if each Defaulting Defendant's continuing conduct is not permanently restrained. Additionally, Plaintiff has established that the balance of the hardships favors issuing the requested injunction. Accordingly, Plaintiff respectfully requests that the Court grant the Motion and enter a permanent restraining order against the Defaulting Defendants.

Plaintiff will suffer irreparable injury if Defaulting Defendants' infringing activities are not permanently enjoined. (Dkt. No. 11-3). 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)). Defendants' infringing conduct deprives Plaintiff

of control over his 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). 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. ¶¶ 40-44). 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 infringing goods by using Plaintiff’s 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 infringements of Plaintiff’s copyrights, should be permanently removed by Internet marketplace website operators and/or administrators.

Without removing the listings that use Plaintiff’s copyrights, each of the Defaulting Defendants will remain free to continue infringing Plaintiff’s copyrights with impunity, will continue to benefit from the Internet traffic to their e-commerce stores built through the unlawful use of the Rotita 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 their 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 Copyright Infringement

In a case involving the use of infringing marks 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 Defendant's infringing actions were willful. 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.

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 Rotita Copyrights for use in selling competing articles of clothing to those shown in the photographs protected by the Rotita 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.

In this case the Defaulting Defendants were provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend. (Brees Decl. ¶ 6). As a result of the Defaulting Defendants intentional decision not to appear and defend this action, Plaintiff has been deprived of a meaningful opportunity to assess the true nature of its actual damages. (*Id.*) Plaintiff has expended considerable capital in securing registration of the Copyright

Protected Images and advertising its brand in the United States and in the State of Illinois. (Li Decl. ¶ 10). This includes spending over \$80,000 to secure the company's copyright registrations with the United States Copyright Office and spending approximately \$8,000,000 to \$12,000,000 annually to advertise and promote its Rotita brand in the United States. (Li Decl. ¶ 10.) These facts support Plaintiff's request statutory damages against the Defaulted Defendants.

Based on 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 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 Rotita Copyrights.

Plaintiff does not request damages in this Motion for Default Judgment related to Count II of the Complaint for Violation of Florida Deceptive and Unfair Trade Practices Act.

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 Defaulting Defendants' profits resulting from their acts of infringement in order to redress Defendants' unjust enrichment and to deter their infringement of Plaintiff's copyrights, 17 U.S.C. § 504(b); (2) enhanced damages pursuant to 17 U.S.C. § 504(c)(2) because of Defendants' willful copyright infringement.; (3) entry of a permanent injunction pursuant to 17 U.S.C. § 502; and (4) an award of attorneys' fees and costs pursuant to 17 U.S.C. § 505.

DATED: March 18, 2026

Respectfully submitted,

By: /s/ William R. Brees

William R. Brees (FL Bar No. 98886)

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Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of March 2026, 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 email provided by third-party, Amazon.

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

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

Case No. 1:25-cv-23740-MARTINEZ/SANCHEZ

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

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

Defendants.

**DECLARATION OF WILLIAM R. BREES IN SUPPORT OF PLAINTIFF'S
RENEWED MOTION FOR ENTRY OF 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 August 19, 2025, Plaintiff filed its Complaint and Jury Demand (the "Complaint") [Dkt. No. 1] against Defendants, the Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations identified on Schedule "A" [Dkt. No. 1-2] (collectively, "Defendants").

3. On January 30, 2026, Defendants were served with the Summons and copies of the Complaint and Temporary Restraining Order [Dkt. No. 26] via electronic mail ("e-mail") and via

website posting pursuant to the Court’s Order authorizing alternate service of process. (See Dkt. No. 15 Return of Service on file with the Court.)

4. The deadline to respond to the Complaint was February 20, 2026.

5. Defendant Nos. 1, 4, 6, 8, 9, and 10 have been Dismissed from this case. [Dkt. No. 40].

6. Defendant Nos. 2, 3, 5, and 7 (the “Defaulting 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.

7. The Defaulting Defendants’ information is as follows:

NO.	SELLER’S NAME	LINK TO SELLER’S WEBSITE
2	PEHMEA	https://www.amazon.com/sp?ie=UTF8&selle1-A2CB96A8THXVUR&asin=B0B4WFLBW2&ref=dp_merchant_link&isAmazonFulfilled=1
3	YUENCH Online	https://www.amazon.com/gp/help/seller/at-aglance.html/ref=dp_merchant_link?ie=UTF8&selle1-A36FBKRK2QWvKJ&asin=B0CPD8NTHL&ref=dp_merchant_link
5	XOOPIT	https://www.amazon.com/gp/help/seller/at-aglance.html/ref=dp_merchant_link?ie=UTF8&selle1-A36PEAQ9B6LCI4&asin=B0CKTNBV5P&ref=dp_merchant_link
7	Butterfly Island	https://www.amazon.com/sp?ie=UTF8&selle1-A7KKYW5MJMVM9&asin=B0D921WHKG&ref=do_merchant_link

8. As of the filing of this Motion, more than twenty-one (21) days have expired since electronic service was effectuated on the Schedule "A" Defendants.

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

10. Clerk’s Entry of Default was entered against the Defaulting Defendants on February 24, 2026. [Dkt. No. 45].

11. 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 identity is unknown.
- b. Defaulting Defendants are believed to be persons that are citizens of the People’s Republic of China or companies that are organized under the laws of the People’s Republic of China.
- c. The Defaulting Defendants’ store information page on Amazon.com lists the following fictitious addresses as Defaulting Defendants’ addresses:

NO.	<u>BUSINESS NAME / ADDRESS PROVIDED ON AMAZON</u>	<u>SELLER NAME_/ MACHINE TRANSLATED BUSINESS ADDRESS / DEFENDANT’S DOMICILE</u>
2	Business Name: Hefei Shufei Trading Co.,LTD Business Address:_ 稻香路226号综合楼602 合肥市 蜀山区 安徽省 230000 CN	<p style="text-align: center;">PEHMEA</p> Machine Translated Business Address: Room 602, Comprehensive Building, No. 226 Daoxiang Road, Hefei City, Shushan District, Anhui Province, 230000 CN <u>Defendant’s Domicile: China</u>
3	Business Name: xianyuchengwangluokejiyouxiangongsi Business Address:_ 经济技术开发区 凤城九路海博广场C座2305室 西安市 陕西 710000 CN	<p style="text-align: center;">YUENCH Online</p> Machine Translated Business Address: Xi'an Economic and Technological Development Zone, Room 2305, Building C, Haibo Plaza, Fengcheng Ninth Road, Xi'an City, Shaanxi Province, 710000 CN <u>Defendant’s Domicile: China</u>
5	Business Name: GUANGZHOUYiGAOjiNGfuZHUANGyouxi anGONGSI Business Address:_ 东莞庄路 15号106房	<p style="text-align: center;">XOOPIT</p> Machine Translated Business Address: Room 106, No. 15, Dongguan Zhuang Road, Guangzhou City, Tianhe District, Guangdong Province, 510640 CN <u>Defendant’s Domicile: China</u>

	广州市 天河区 广东省 510640 CN	
7	Business Name: henantutianshangmaoyouxiangongsi Business Address: 高新区 中华路与长江大道交叉口向南200 米路 西空港新城A15号楼2单元1804号 安阳市 河南省 455099 CN	<p style="text-align: center;">Butterfly Island</p> Machine Translated Business Address: 200 meters south of the intersection of Zhonghua Road and Changjiang Avenue, High-tech Zone; Unit 2, Building A15, Xikonggang New City, Anyang City, Henan Province, 455099 CN <u>Defendant's Domicile: China</u>

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

Executed on March 18, 2026, in St. Petersburg, Florida.

Respectfully submitted,

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

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

Case No. 1:25-cv-23740-MARTINEZ/SANCHEZ

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

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

Defendants.

**DECLARATION OF LIANGJIE LI IN SUPPORT OF PLAINTIFF'S RENEWED
MOTION FOR DEFAULT JUDGMENT**

I, Liangjie Li, of Hong Kong, a special administrative region of the People's Republic of China, declare as follows:

1. Except as otherwise expressly stated to the contrary, this declaration is based upon my personal knowledge of the following facts and, if called as a witness, I could and would competently testify to the statements made herein.
2. I make this declaration in support of Plaintiff's Motion Default Judgment (the "Motion").
3. I am the Chief Operations Officer for Plaintiff Hong Kong Leyuzhen Technology Co. Limited ("Plaintiff"). I make this declaration from matters within my own personal knowledge unless stated otherwise.

4. Plaintiff markets and sells women's clothing and related items under the "Rotita" brand name ("Rotita").

5. Rotita is a well-known source of women's clothing in the United States and has been the subject of rampant counterfeit sales through online platforms such as TikTok, Walmart, Aliexpress, Temu, eBay, Alibaba, and Amazon (the "Platform"), which is the online sales platform at issue in this action. Plaintiff only sells its genuine Rotita brand products through its website rotita.com.

6. Plaintiff seeks an award of statutory damages against certain Defendants identified in Schedule "A" to the complaint (the "Defaulting Defendants" or "Defendants") in this action. The Defaulting Defendants are accused of intentionally and willfully infringing Plaintiff's following federally registered copyrights asserted in this action: VA0002380492, VA0002413190, VA0002379930, VA0002413192, VA0002379934, and VA0002413200 (the "Rotita Copyrights").

7. It is without question that the Defaulting Defendants have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Images. In this regard, Plaintiff's Copyright Protected Images, often representing recent product releases, have appeared on the Defaulting Defendant's online store maintained with the Platform (the "Online Stores").

8. The basic nature of the copyright infringement scheme employed demonstrates that the Defaulting Defendants not only knew of the impropriety of their conduct but had to implement their scheme through sophisticated sources and established supply chains.

9. The Defaulting Defendants have intentionally used the Copyright Protected Images for soliciting their competing Rotita product sales on a Platform that Plaintiff does not, and has not, utilized to sell its authentic products.

10. Plaintiff's rough estimated gross revenue from United States sales likely exceeds \$20,000,000 USD per year. Of this amount, Plaintiff roughly estimates that over \$1,000,000 is derived from sales in the State of Florida. Moreover, Plaintiff spends roughly anywhere from \$8,000,000 to \$12,000,000 USD each year to specifically advertise its Rotita brand in the United States through such online advertising sources as Google Ads, Facebook, and Bing. Furthermore, the company has spent more than \$80,000 in filing fees paid to the United States Copyright Office just to secure registration of copyright protected works being asserted in, currently, over twenty (20) enforcement actions initiated in this judicial district. Simply put, Plaintiff is an extremely successful company that earns millions of dollars from product sales in the United States, including within the State of Florida. To do so, Plaintiff annually spends tens of millions of dollars advertising in the United States to promote the sale of its brand.

11. Plaintiff expects to earn a net profit of approximately 30% on the sale of its Rotita brand products. This figure, however, includes substantial advertising expenses that the Defaulting Defendants would not have to pay since they are largely capitalizing on Plaintiff's advertising efforts by misappropriating its copyright protected images and imbedding the term "Rotita" in their Amazon search engine optimization. Doing so causes their online stores to be displayed whenever someone searches for "Rotita" on Amazon.com despite Plaintiff not selling authentic "Rotita" brand products on the platform.

12. Based on the foregoing, I would estimate that the Defaulting Defendants' Online Stores operate at a net profit of between 40% to 50%. I believe that a disgorgement of the

Defaulting Defendants' profits would fall within the net profit range. However, it is impossible to definitively calculate the Defaulting Defendants' total sales on the Platform through their Online Stores or to ascertain their expenses related to their infringing sales because the Defendants have failed to appear, defend, or otherwise participate in this action.

13. The Defaulting Defendants are engaged in the practice of copying Plaintiff's copyright protected product images after they are first displayed on the company's website and then associating these images with the sale and promotion of unauthorized products of substandard quality, thereby deceiving consumers – including the citizens of the State of Florida.

14. Plaintiff has suffered, and continues to suffer, irreparable harm through the Defaulting Defendants' unauthorized use of its federally registered copyright protected images asserted in this action. This results in the direct harm to Plaintiff's brand reputation and loss of consumer goodwill, both of which are harms that are virtually impossible to ascertain the resulting economic loss.

15. I affirm that the information contained in the document is accurate and reflects the facts as they were at the time of its creation.

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

Executed on March 18, 2026, in Hong Kong.

By: /s/ Liangjie Li
LIANGJIE LI

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of March 2026, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Southern District of Florida, 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 <https://blointernetenforcement.com/>, and distributed to ecommerce platform, Amazon.

By: /s/ William R. Brees
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**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 1:25-cv-23740-MARTINEZ/SANCHEZ

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

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

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 Renewed 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 ("Plaintiff"), and against Defendant No. 2 PEHMEA, Defendant No. 3 YUENCH Online, Defendant No. 5 XOOPIT, and Defendant No. 7 Butterfly Island (the "Defaulting Defendants") as follows:

1. **Permanent Injunctive Relief**

The Defaulting 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. Using or displaying Plaintiff's federally-registered, copyright-protected photographs ("Plaintiff's Copyrights"), in any medium, whether it be print, digital or otherwise, in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Rotita product or is not authorized by Plaintiff to be sold in connection with Plaintiff's Copyrights;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Rotita products or any other product produced by Plaintiff through the use or display of Plaintiff's Copyrights;
- c. committing any acts calculated to cause consumers to believe that the Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale through the use or display of Plaintiff's Copyrights; and
- e. otherwise unfairly competing with Plaintiff in connection with Plaintiff's 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 unauthorized copies of Plaintiff's Copyrights via the e-commerce stores operating under the Seller IDs, and any other listings and images of goods bearing infringements of Plaintiff's 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 Copyrights.

3. **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 execution issue, based upon the Court's finding that each Defaulting Defendant infringed on Plaintiff's 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).

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 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 Amazon, and their 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.

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**

To obtain release of the bond previously posted in this action, Plaintiff's counsel must file a motion for the return of the bond once the preliminary injunction no longer applies to any Defendant.

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

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

CASE NO.: 1:25-cv-23740-MARTINEZ/SANCHEZ

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

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

Defendants.

**[PROPOSED] ORDER GRANTING RENEWED 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") (DE [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 November 25, 2025, the Clerk entered default against, among others, Defendant Nos. 2, 3, 5, and 7 (“Clerk's Entry of Default”) (DE [44]) (Defendant Nos. 2, 3, 5, and 7 are collectively referred to as the “Defaulting Defendants”) for failure to respond to the Complaint or otherwise appear in this action. On March 2, 2026, Plaintiff filed the Default Judgment Motion (DE [47]). 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”) that Plaintiff sells in connection with the use and display of Plaintiff’s federally registered, copyright-protected photographs (“Plaintiff’s Copyrights”).

“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). In this case, Plaintiff has presented evidence of ownership of a valid Copyright Registrations. See Exhibit 2 to the Complaint. Plaintiff has also presented screenshot evidence that each of the Defendants’ e-commerce stores on the online Amazon.com marketplace platform is reaching out to do business with Florida residents by operating one or more commercial, interactive internet stores that use, without authorization, Plaintiff’s Copyrights through which Florida residents can and do purchase competing products copying the subject matter of Plaintiff’s Copyrights leading consumers to think they are purchasing Plaintiff’s legitimate products that are shown in Plaintiff’s Copyrights. See Exhibit 3 to the Complaint (including screenshot evidence and internet link confirming that each Defendant’s Online Store displays the Plaintiff’s Copyrights without authorization in connection with offering the Infringing Products and they stand ready, willing, and able to ship the Infringing Products to customers in Florida). Accordingly, the Court finds that Plaintiff stands a likelihood of success on the merits of its Copyright Infringement and Florida Deceptive and Unfair Trade Practices Act claims for relief.

The Court additionally finds that issuance of the requested injunctive relief would be in the public interest by protecting consumers from being misled by the unauthorized use of Plaintiff’s Copyrights by Defendants on their internet stores to entice the purchase of the competing products because The public interest favors maintaining the integrity of the copyright laws. *See 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). The Court also finds that it need not balance the interests of Defendants in this case because there is credible evidence to conclude the Defendants are engaged in, among other things, willful infringement of Plaintiff's Copyrights.

The Court finds that Plaintiff's Complaint [Dkt. No. 1] adequately states a claim for federal copyright infringement and violation of Florida Deceptive and Unfair Trade Practices Act, pursuant to 17 U.S.C. §§ 501, 502, and 504(c), The All Writs Act, 28 U.S.C. § 1651(a), and Fla. Stat. § 501.201. Default judgment against the Defaulting Defendants is, therefore, appropriate.

In a case involving the infringement of a copyright 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 in a sum of not less than \$750 or more than \$30,000 as the court considers just. The statutory damages may be enhanced by 17 U.S.C. § 504(c)(2) if the Court finds that the Defaulting Defendant's infringing actions were willful, up to the statutory maximum of \$150,000. 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).

The Court finds that an award of statutory damages is warranted on the facts of this case. The evidence in this case demonstrates that the Defaulting Defendants promoted, distributed, advertised, offered for sale, and/or sold goods using Plaintiff's copyrights. The Court finds that an award of statutory damages in the amount of \$100,000.00 against each Defaulting Defendant is appropriate to ensure the Defaulting Defendants do not continue their intentional and willful counterfeiting activities.

Accordingly, it is hereby

ORDERED AND ADJUDGED that Plaintiff's Renewed Motion for Default Judgment (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 at Miami, Florida, this ____ day of March 2026.

HONORABLE JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE