UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-23740-CIV-MARTINEZ/Sanchez

HONG KONG LEYUZHEN TECHNOLOGY CO. LIMITED,

Plaintiff,

v.

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

Defendants.
______________________________________/

ORDER

THIS CAUSE is before the Court on Plaintiff's Renewed Motion for Entry of Default Judgment Against the Identified Schedule "A" Defendants [ECF No. 49] (the "Default Judgment Motion"). A Clerk's Default [ECF No. 45] was entered against Defendants 3 (YUENCH Online), 5 (XOOPIT), and 7 (Butterfly Island) (collectively, the "Defaulting Defendants").[1] A review of the record indicates that the Defaulting Defendants have indeed failed to appear, answer, or otherwise respond to Plaintiff's Complaint [ECF No. 1]. Accordingly, after careful consideration, the Default Judgment Motion is **GRANTED in part**. A default final judgment will be entered by separate order.

I. BACKGROUND

Plaintiff is the owner of copyright registrations issued by the United States Copyright Office for specific images related to Plaintiff's Rotita brand product line (the "Copyrighted Photographs"),

[1] Plaintiff originally sought relief against the four Defendants referred to in the Renewed Motion as the Individuals, Partnerships, and Unincorporated Associations Identified on Schedule A. (*See* Mot., Ex. 1, Declaration of William R. Brees [ECF No. 49-1] ¶ 7). Since filing the Motion, however, Plaintiff has voluntarily dismissed Defendant No. 2 (PEHMEA). (*See* [ECF No. 50]). Thus, this Order grants Plaintiff's requests for relief only as to Defendants 3, 5, and 7.

which bear the following federal registration numbers: VA0002380492, VA0002413190, VA0002379930, VA0002413192, VA0002379934, and VA0002413200. (Renewed Ex Parte Motion for TRO, Ex. 5, Declaration of Liangjie Li [ECF No. 10-5] ("Li Decl.") ¶¶ 4–5; Unredacted Complaint, Ex. 2, Registration [ECF No. 20-2]). Plaintiff uses the Copyrighted Photographs in connection with the promotion, marketing, and sale of Plaintiff's women's clothing and apparel products. (*See* Li Decl. ¶¶ 5–9, ¶¶ 12–15). Plaintiff, the owner and lawful assignee of all rights, title, and interest in the Copyrighted Photographs, has not licensed the Copyrighted Photographs to Defendants. (*Id.* ¶¶ 4, 10–11).

Defendants, operating under the seller names identified on Schedule A through online storefronts on the Amazon.com e-commerce platform, have promoted, advertised, marketed, distributed, offered for sale, and sold competing products by using Plaintiff's Copyrighted Photographs on their online storefronts, identified on Schedule A. (*See* Renewed Ex Parte Motion for TRO, Ex. 4, Declaration of Anisah Beaston [ECF No. 10-4] ("Beaston Decl.") ¶ 3; Li Decl. ¶¶ 17–18). Specifically, Defendants sell competing products through the unauthorized use, employment, digital incorporation, or other online display of the Copyrighted Photographs on their online storefronts. (*See* Renewed Ex Parte Motion for TRO, Ex. 1, Declaration of Joshua H. Sheskin [ECF No. 10-1] ("Sheskin Decl.") ¶¶ 10–11). On those storefronts, Defendants offer for sale and/or sell their competing products to consumers in Florida and throughout the United States. (*See* Li Decl. ¶ 17; Beaston Decl. ¶¶ 3–4; Sheskin Decl. ¶ 10). According to Plaintiff, Defendants' unauthorized use of the Copyrighted Photographs continues to irreparably harm Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales, including through the diversion of customers. (*See* Li Decl. ¶¶ 22–23).

Plaintiff has submitted sufficient evidence showing that each Defendant has used, displayed, and/or digitally incorporated the Copyrighted Photographs into their online storefront(s) in connection with the sale of competing products. Specifically, Plaintiff has submitted screenshots of the Copyrighted Photographs and unauthorized reproductions or derivatives thereof that are displayed on each Defendants' storefronts, (*see* Unredacted Complaint, Ex. 3 [ECF No. 20-3]), as well as proof that Defendants accepted orders on storefronts displaying these images and shipped the corresponding products into the state of Florida, (*see generally* Beaston Decl.).

On August 19, 2025, Plaintiff filed its Complaint [ECF No. 1], alleging Copyright Infringement (Count I) and violations of Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat, § 501.201, *et seq.* (Count II). (*See* [ECF Nos. 1, 20]). On January 30, 2026, Defendants were served with their respective Summonses and copies of the Complaint and Temporary Restraining Order via electronic mail to the email addresses provided by the online marketplace, Amazon.com. (*See* Return of Service [ECF No. 26]). The deadline to respond to the Complaint was February 20, 2026. (Mot., Ex. 1, Declaration of William R. Brees [ECF No. 49-1] ("Brees Decl.") ¶ 4). As of the date of this Order, more than twenty-one (21) days have expired since electronic service was effectuated on Defendants, including the Defaulting Defendants who are the subject of Plaintiff's Motion. (Brees Decl. ¶ 3, 4, 9, 10). To date, the Defaulting Defendants have not answered or otherwise responded to Plaintiff's Complaint. (Brees Decl. ¶ 6).

Plaintiff now moves for entry of a default judgment, finding the Defaulting Defendants liable on both counts asserted in the Complaint. Plaintiff seeks an award of statutory damages pursuant to 17 U.S.C. § 504(c) against the Defaulting Defendants, enhanced by 17 U.S.C. § 504(c)(2), for the willful infringement of Plaintiff's federally registered copyrights. Plaintiff further requests the issuance of a permanent injunction against the Defaulting Defendants, *see* 17 U.S.C. § 502(a), and an award of attorneys' fees and costs pursuant to 17 U.S.C. § 505.

II. ANALYSIS

A. Entry of Final Default Judgment

Under Federal Rule of Civil Procedure 55(b)(2), the Court may enter a final default judgment against a party who has failed to appear, answer, or otherwise respond to a complaint. But "a defendant's default does not in itself warrant the court in entering a default judgment. There must be a sufficient basis in the pleadings for the judgment entered." *Nishimatsu Constr. Co., Ltd. v. Houston Nat'l Bank*, 515 F.2d 1200, 1206 (5th Cir. 1975); *see also Buchanan v. Bowman*, 820 F.2d 359, 361 (11th Cir. 1987) ("[L]iability is well-pled in the complaint, and is therefore established by the entry of default . . . ."). If there are multiple defendants, the plaintiff must state in its default judgment motion that there are no allegations of joint and several liability and must set forth the basis why there is no possibility of inconsistent liability. Generally, if one defendant who is alleged to be jointly and severally liable with other defendants' defaults, judgment should not be entered against that defendant until the matter is adjudicated against the remaining defendants. *See* 10A Charles Alan Wright and Arthur R. Miller, Federal Practice and Procedure § 2690 (3d ed. 1998) (citing *Frow v. De La Vega*, 82 U.S. 552, 554 (1872) ("[A] final decree on the merits against the defaulting [d]efendant alone, pending the continuance of the cause, would be incongruous and illegal.")). "[E]ven when defendants are similarly situated, but not jointly liable, judgment should not be entered against a defaulting defendant if the other defendant prevails on the merits." *Gulf Coast Fans, Inc. v. Midwest Elecs. Imp., Inc.*, 740 F.2d 1499, 1512 (11th Cir. 1984).

Here, Plaintiff states in its Motion that there are no allegations of joint and several liability with respect to damages. (*See* Mot. 4). With no possibility of inconsistent liability between the Defaulting Defendants, an adjudication may be entered. The Court finds there is a sufficient basis in the pleading for the default judgment to be entered with respect to the Defaulting Defendants.

B. Claims and Liability

Plaintiff seeks entry of final default judgment on its claims for Copyright Infringement (Count I) and for violations of Florida's Deceptive and Unfair Trade Practices Act (Count II). "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 Publ'ns, Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340, 361 (1991). Further, Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla.

Stat. § 501.204(1), prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." To establish a claim, "a plaintiff must allege (1) a deceptive or unfair act in the conduct of trade or commerce; (2) causation; and (3) actual damages." *Ounjian v. Globoforce, Inc.*, 89 F.4th 852, 860 (11th Cir. 2023).

The well-pleaded factual allegations of Plaintiff's Complaint [ECF No. 1], which the Court deems admitted by virtue of the Defaulting Defendants' failure to answer or respond, sufficiently establish the elements for both asserted claims. (*See generally* Compl.). Moreover, the factual allegations in the Complaint have been substantiated by sworn declarations and other evidence. (*See, e.g.*, Brees Decl.; Mot., Ex. 2, Declaration of Liangjie Li [ECF No. 49-2]). Accordingly, entry of default judgment pursuant to Federal Rule of Civil Procedure 55(b) is appropriate.

C. Relief

Given that Plaintiff has established the Defaulting Defendants' liability, and finding entry of default judgment pursuant to Federal Rule of Civil Procedure 55(b) appropriate, the Court now turns to the issue of the appropriate relief for each Count.[2]

1. Injunctive Relief

Injunctive relief is available even in the default judgment setting, *see, e.g.*, *PetMed Express, Inc. v. MedPets.Com, Inc.*, 336 F. Supp. 2d 1213, 1222–23 (S.D. Fla. 2004), as a defendant's failure to respond or otherwise appear makes it difficult for a plaintiff to prevent further infringement absent an injunction, *see Jackson v. Sturkie*, 255 F. Supp. 2d 1096, 1103 (N.D. Cal. 2003) ("[D]efendant'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.") (alteration added)). Permanent injunctive relief is appropriate where a plaintiff demonstrates that (1) it has suffered

[2] "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." (Mot. 11).

irreparable injury; (2) there is no adequate remedy at law; (3) the balance of hardship favors an equitable remedy; and (4) an issuance of an injunction is in the public's interest. *eBay, Inc. v. MercExchange, LLC*, 547 U.S. 388, 392–93 (2006). Plaintiff has carried its burden on each factor. Accordingly, permanent injunctive relief is appropriate.

First, Plaintiff has made an adequate showing that irreparable injury would result if each Defaulting Defendant's conduct were not permanently restrained. 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 its exclusive copyright rights, causing irreparable harm. *Salinger v. Colting*, 607 F.3d 68, 82 (2d Cir. 2010) (holding violation of copyright owner's "right to exclude" renders monetary remedies inadequate in a wide range of circumstances) (quoting *eBay, Inc.*, 547 U.S. at 395). This type of harm is difficult to quantify and often considered irreparable. *Id.* at 81 (holding loss of sales due to infringement is "notoriously difficult" to prove). Further, the Complaint alleges that Defendants' unlawful actions have caused Plaintiff irreparable injury and will continue to do so if Defendants are not permanently enjoined. (Unredacted Complaint ¶¶ 9, 40–44, 62–63, 84–85, 94). The Defaulting Defendants have defaulted upon Plaintiff's factual allegations in that respect.

Second, Plaintiff has no adequate remedy at law if the Defaulting Defendants continue their infringing activities, as the unauthorized use of Plaintiff's copyrights compromises Plaintiff's ability to control product quality, customer service, and the overall goodwill associated with its brand. An award of monetary damages alone will not cure the injury to Plaintiff's reputation and goodwill that will result if the Defaulting Defendants' infringing activities are allowed to continue.

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). By contrast, the Defaulting Defendants face no hardship if they are prohibited from the infringement of Plaintiff's copyrights—an illegal act in itself.

Fourth and finally, the 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. 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) (holding that the public interest lies with protecting the rights of copyright owners); *see also Nike, Inc. v. Leslie*, No. 85-cv-960, 1985 WL 5251, at *1 (M.D. Fla. June 24, 1985) ("[A]n injunction to enjoin infringing behavior serves the public interest in protecting consumers from such behavior."). The Court's broad equity powers allow it to fashion injunctive relief necessary to stop Defendants' infringing activities. *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 . . . [t]he 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." (citation and internal quotation marks omitted)).

Accordingly, Plaintiff has demonstrated that it is entitled to injunctive relief against the Defaulting Defendants.

2. *Statutory Damages*

In addition to seeking injunctive relief, Plaintiff seeks statutory damages as to its infringement claim. 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. In addition, if the Court finds the Defendants' infringing actions were willful, it may impose damages up to the statutory maximum of $150,000. *See* 17 U.S.C. § 504(c)(2). 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 also may be inferred from the defendant's default. *See PetMed Express,* *Inc.*, 336 F. Supp. 2d at 1217. Here, Plaintiff elects to recover an award of statutory damages in the amount of $100,000.00 against each Defaulting Defendant.

The Court has wide discretion to determine the amount of statutory damages. *See 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 appropriate despite a plaintiff's inability to prove actual damages caused by a defendant's infringement. *Under Armour, Inc. v. 51nfljersey.com*, No. 13-62809-CIV, 2014 WL 1652044, at *7 (S.D. Fla. Apr. 23, 2014); *Playboy Enter., Inc. v. Universal Tel-A-Talk, Inc.*, No. CIV.A. 96-6961, 1998 WL 767440, at *8 (E.D. Pa. Nov. 3, 1998) (awarding statutory damages where Plaintiff failed to prove actual damages or profits).

As a result of the Defaulting Defendants' decision to not appear nor defend against this action, Plaintiff contends it has been deprived of a meaningful opportunity to assess the true nature of its actual damages. (Mot. 10). Further, Plaintiff states it 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. (*See* 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. (*See* Li Decl. ¶ 10). Based on these considerations, Plaintiff requests that the Court award statutory damages in the amount of $100,000.00 against each Defaulting Defendant.

Although the recommended award falls within the permissible statutory range for a willful violation, Plaintiff has not demonstrated that $100,000 per Defaulting Defendant is necessary or warranted. In fact, the Court finds the recommended award excessive in light of the Defaulting Defendants' infringing conduct. And absent information regarding the amounts of funds already restrained pursuant to this Court's preliminary injunction order, it is further unclear whether the damages sought are warranted. Likewise, the Court is not inclined to grant Plaintiff's request for attorneys' fees absent information regarding the specific amount, accompanied by some evidence.

Accordingly, it is hereby **ORDERED AND ADJUDGED** as follows:

1. Plaintiff's Default Judgment Motion **[ECF No. 49]** is **GRANTED in part**. The Defaulting Defendants are enjoined from continuing to infringe on Plaintiff's Copyrights.
2. The Court **RESERVES** ruling on the remainder of Plaintiff's Default Judgment Motion **[ECF No. 49]**, including the amount of damages sought and the transfer of frozen funds.
3. **On or before May 12, 2026**, Plaintiff shall file a supplemental memorandum that (1) supports the amount of statutory damages requested; (2) explains why funds belonging to the Defaulting Defendants that are restrained by third-party providers pursuant to the Court's prior orders should be transferred to Plaintiff to satisfy the judgment against the Defaulting Defendants; and (3) supports the request for attorneys' fees with information regarding the specific amount of fees and substantiating evidence.
4. Following the submission of such briefing and the Court's ruling as to Plaintiff's requests for relief, judgment for Plaintiff will be entered separately in accordance with Federal Rule of Civil Procedure 58.

DONE AND ORDERED in Miami, Florida, this 29 day of April 2026.

JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

cc: all counsel of record

REVISED SCHEDULE "A"

Defaulting Defendants		
3	YUENCH Online	https://www.amazon.com/gp/help/seller/at-aglance.html/ref=dp _merchant_link?ie=UTF8&selle1-A36FBKRK2QWv KJ&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-A36PEAQ9B6LCI 4&asin=B0CKTNBV5P&ref =dp merchant link
7	Butterfly Island	https://www.amazon.com/sp?ie=UTF8&selle1-A 7KKYW5M JMVM9& asin=B0D921 WHKG&ref =do merchant link