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") and Plaintiff's Supplemental Memorandum in Support of Default Judgment [ECF No. 52]. The Court previously granted in part the Default Judgment Motion but reserved ruling on the amount of damages sought and the transfer of frozen funds. (*See* April 29, 2026 Order [ECF No. 51] 9). After careful consideration, the remainder of Plaintiff's Default Judgment Motion is **GRANTED IN PART and DENIED 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"), 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

Given that Plaintiff has established the Defaulting Defendants' liability, and having found the entry of default judgment pursuant to Federal Rule of Civil Procedure 55(b) is appropriate, the Court now turns to the issue of the appropriate relief for each Count.[1] In the Court's April 29, 2026 Order, the Court found that Plaintiff has demonstrated its entitlement to injunctive relief against the Defaulting Defendants. Thus, the sole remaining issues pertain to the amount of statutory damages requested, the transfer of funds belonging to the Defendants that are restrained by third-party providers pursuant to the Court's prior orders, and Plaintiff's request for attorneys' fees.

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

[1] "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).

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 infringing conduct. Instead, the Court will exercise its discretion to award statutory damages in the amount of $30,000.00 against each Defaulting Defendant. This award is within the permissible range and is sufficient to compensate Plaintiff, punish the Defaulting Defendants, and deter the Defaulting Defendants and others from continuing to infringe Plaintiff's Copyrights. However, the Court will order the transfer of all restrained funds of the Defaulting Defendants that are held by third-party financial institutions and marketplace platforms to Plaintiff in partial satisfaction of the judgment.

As for Plaintiff's request for attorneys' fees, the Court is not inclined to grant the request absent information regarding the specific amount, accompanied by some evidence. The Court stated such in its April 29, 2026 Order, but Plaintiff failed to provide any substantiating information in its Supplemental Memorandum [ECF No. 52]. Thus, the request is denied.

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

1. Plaintiff's Default Judgment Motion **[ECF No. 47]** is **GRANTED in part** and **DENIED in part** as follows.
2. The Defaulting Defendants are enjoined from continuing to infringe on Plaintiff's Copyrights, and the Court will award statutory damages in the amount of $30,000.00 against each Defaulting Defendant. The Court will further order the transfer of all restrained funds of the Defaulting Defendants that are held by third-party financial institutions and marketplace platforms to Plaintiff in partial satisfaction of the judgment.
3. Plaintiff's request for attorneys' fees is denied.
4. Judgment for Plaintiff will be entered separately in accordance with Federal Rule of Civil Procedure 58.

DONE AND ORDERED in Miami, Florida, this 17 day of June 2026.

Jose E. Martinez

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