

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

Case No. 25-cv-26100-BLOOM/Elfenbein

HONG KONG YU'EN E-COMMERCE CO. LIMITED,

Plaintiff,

v.

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

Defendants.

PRELIMINARY INJUNCTION ORDER

THIS CAUSE is before the Court upon Plaintiff's Motion for Preliminary Injunction (the "Motion"), ECF No. [18], against the against the fully interactive, Defendant e-commerce stores¹ (the "Online Marketplaces") operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, the "Defendants"). After reviewing the Motion and the accompanying record, Plaintiff's Motion is granted.

Plaintiff has provided notice to the Defendants in accordance with the Temporary Restraining Order ("TRO") entered on January 8, 2026, ECF No. [12], the Order Granting Motion for Alternative Service, ECF. No. [10], and Federal Rule of Civil Procedure 65(a)(1). This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over the Defendants because the Defendants directly target their business activities toward consumers in the United States, including Florida. Specifically, Plaintiff has provided a basis

¹ The Defendant e-commerce store URLs are listed on Schedule A hereto.

to conclude that the Defendants have targeted sales to Florida residents by setting up and operating e-commerce stores that target United States consumers 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 that are substantially similar to those that Plaintiff sells in connection with the use and display of Plaintiff's federally-registered trademark "Modlily" ("Plaintiff's Trademark").

In this case, Plaintiff has presented evidence that each of the Defendants' ecommerce 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 Trademark. *See* Beaston Decl., Brees Decl., and Fang Decl. In support of the Renewed Motion for TRO ECF. Nos. [8-1], [8-2], and [8-3]. Through the Defendant's e-commerce stores, Florida residents can and do purchase competing products copying the subject matter of Plaintiff's Trademark; these lead consumers to think they are purchasing Plaintiff's legitimate products as shown in Plaintiff's Trademark. *Id.* Accordingly, the Court finds that Plaintiff has a likelihood of success on the merits of its Trademark Infringement and Florida Unfair Competition 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 Defendants' unauthorized use of Plaintiff's Trademark on their internet stores to entice the purchase of the competing products.

This Court also finds that the injunctive relief previously granted in the TRO should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Accordingly, this Court orders that:

1. The Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:

- a. Using or displaying the Modlily Trademark, 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 Modlily product or is not authorized by Plaintiff to be sold in connection with the Modlily Trademark;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Modlily product or any other product produced by Plaintiff through the use or display of the Modlily Trademark;
- 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; and
- 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 the Modlily Trademark.
- e. Transferring or disposing of any money or other assets in any of Defendants' financial accounts.

2. Upon Plaintiff's request, the Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of the Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"),

Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com (“Wish.com”), and Dhgate (collectively, the “Third Party Providers”), shall, within seven (7) calendar days after receipt of such notice, provide to Plaintiff expedited discovery, limited to copies of documents and records in such person’s or entity’s possession or control sufficient to determine:

- a. the identities and locations of the Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
- b. the nature of the Defendants’ operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and the Defendants’ financial accounts, including the Defendants’ sales and listing history related to their respective Online Marketplaces; and
- c. any financial accounts owned or controlled by the Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. (“PayPal”), Alipay, Wish.com, Alibaba, Ant Financial Services Group (“Ant Financial”), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

3. Upon Plaintiff’s request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with the Defendants in connection with the sale of counterfeit and infringing goods using Plaintiff’s Trademark.

4. Any Third-Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:

- a. locate all accounts and funds connected to the Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, any e-mail addresses provided for the Defendants by third parties; and
- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of the Defendants' assets until further order by this Court.

5. Any of the Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Southern District of Florida Local Rules. Any third party impacted by this Order may move for appropriate relief.

6. The \$5,000.00 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

DONE AND ORDERED in Chambers at Miami, Florida, on February 10, 2026.



BETH BLOOM
UNITED STATES DISTRICT JUDGE

SCHEDULE A

NO.	SELLER'S NAME	LINK TO SELLER'S WEBSITE
1	CA-YI 7-14 Days Delivery	https://www.amazon.com/sp?ie=UTF8&seller=A96OHI6ZWH371&asin=B0DPMWBDSL&ref_=dp_merchant_link
2	Mumingsm	https://www.amazon.com/sp?ie=UTF8&seller=AJEK419OHSLEN&asin=B0DXPF1TTY&ref_=dp_merchant_link
3	haonuokang kl	https://www.amazon.com/sp?ie=UTF8&seller=A22V3NNW9V8KBH&asin=B0DD788VNP&ref_=dp_merchant_link
4	OSFVNOXV lightning deal	https://www.amazon.com/sp?ie=UTF8&seller=A1F34BBC9NUBDZ&asin=B0CW1RKN95&ref_=dp_merchant_link
5	Zhengqianqian	https://www.amazon.com/sp?ie=UTF8&seller=A2H1DFXTXC1LRJ&asin=B0D1QFCC27&ref_=dp_merchant_link
6	forerruti(Deals of The Day Clearance)	https://www.amazon.com/sp?ie=UTF8&seller=A11ZZS4BVA8BG3&asin=B0CZ7VYFC7&ref_=dp_merchant_link