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 UNICORPORATED
ASSOCIATIONS IDENTIFIED IN
SCHEDULE "A" HERETO,

Defendants.
____/

FINAL JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE is before the Court upon Plaintiff's Motion for Entry of Final Judgment, ECF No. [31] ("Motion"). For the reasons set forth in the Court's Order granting Plaintiff's motion for default judgment, ECF No. [39], it is **ORDERED AND ADJUDGED** as follows:

FINAL JUDGMENT is entered, pursuant to Federal Rule of Civil Procedure 58, in favor of Plaintiff, Hong Kong Yu'en E-Commerce Co. Limited, and against Defendant No. 6 forerruti (Deals of The Day Clearance) as follows:

1. Permanent Injunctive Relief

Defendant No. 6, 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 MODLILY trademark (U.S. Trademark Registration No. 5,994,759) 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 Defendant No. 6 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 Defendant No. 6 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 Defendant No. 6;

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 Defendant No. 6 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 Defendant No. 6; 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 Defendant No. 6, 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 Defendant No. 6 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)

Plaintiff is awarded damages of $15,000.00 against Defendant No. 6 based upon the Court's finding that Defendant No. 6 infringed Plaintiff's Mark on one type of good. 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 15 U.S.C. § 1117(c).

4. Disposition of Retained Funds

All funds currently restrained or held on account for Defendant No. 6 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 Defendant No. 6, to the Plaintiff as partial satisfaction of the monetary judgment entered against Defendant No. 6.

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 the Plaintiff at the time of fund release with a breakdown showing (i) the total funds restrained in this matter for Defendant No. 6; (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 from Defendant No. 6.

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.

DONE AND ORDERED in Chambers at Miami, Florida, on May 4, 2026.

BETH BLOOM
UNITED STATES DISTRICT JUDGE

cc:

counsel of record