

**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.

**SEALED ORDER GRANTING PLAINTIFF'S
EX PARTE APPLICATION FOR ENTRY OF TEMPORARY RESTRAINING ORDER**

THIS CAUSE is before the Court upon Plaintiff's *Ex Parte* Application for Entry of Temporary Restraining Order and Order Restraining Transfer of Assets (the "Application for Temporary Restraining Order" or "Application") ECF No. [8]. The Court has carefully considered the Application for Temporary Restraining Order, the record in this case, the applicable law, and is otherwise fully advised. For the following reasons, Plaintiff's Application is **GRANTED**.

The Court 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 consumers in the State of Florida. Specifically, Plaintiff has provided a basis to conclude that the 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 ("Counterfeit Products") that Plaintiff sells in connection with Plaintiff's

federally registered word mark, MODLILY as shown in U.S. Trademark Registration No. 5994759 (the “Plaintiff’s Trademark”).

In this case, Plaintiff has presented screenshot evidence that each of the Defendants’ e-commerce stores on the online Amazon 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 through which Florida residents can and do purchase counterfeit copies of Plaintiff’s Products. *See* ECF No. [1-3], Exhibit 3 to the Complaint (including screenshot evidence and internet link confirming that each Defendant’s Internet store displays the Plaintiff’s Trademark without authorization in connection with offering the Counterfeit Products and they stand ready, willing, and able to ship the Counterfeit Products to customers in Florida). Accordingly, the Court finds that Plaintiff stands a likelihood of success on the merits of its trademark infringement, false designation of origin, and state law trademark infringement and 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 the unauthorized use of Plaintiff’s Trademark by the Defendants on their internet stores to entice the purchase of the Counterfeit Products. The Court also finds that it need not balance the interests of the Defendants in this case because there is credible evidence to conclude they are engaged in, among other things, willful infringement of Plaintiff’s Trademark.

The Court also finds that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because Plaintiff has presented specific facts in the Declarations of William Brees, Anisah Beaston, and En Fang, in support of the Motion and accompanying evidence clearly showing that immediate and irreparable injury, loss, or

damage will result to the movant before the adverse parties can be heard in opposition. Specifically, in the absence of an *ex parte* Order, Defendants could and likely would move any assets from accounts in financial institutions under this Court's jurisdiction to offshore accounts.

Accordingly, it is **ORDERED AND ADJUDGED** that pursuant to 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, 28 U.S.C. § 1651(a), and the Court's inherent authority, Plaintiff's Application, **ECF No. [8]**, is **GRANTED**, under the terms set forth below:

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

- a. Using or displaying the Plaintiff's Trademark or any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Trademark in connection with the manufacture, importation, distribution, advertisement, offer for sale and/or sale of merchandise that is not the genuine products of Plaintiff, or in any manner likely to cause others to believe that the infringing products are connected with Plaintiff or Plaintiff's genuine products;
- b. 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, and which use Plaintiff's Trademark;
- c. Using, linking to, transferring, selling, exercising control over, or otherwise owning the user accounts associated with Plaintiff's Trademark, the Online Stores listed in Schedule A attached to the Complaint, or any other domain name or online

marketplace account that is being used to sell Defendant's products, or is how Defendant could continue to sell Counterfeit Products;

- d. Manufacturing, distributing, promoting, or selling any labels, tags, decals, emblems, signs or other forms of markings, packaging, wrappers, containers, or promotional materials bearing Plaintiff's Trademark or any marks that include or are colorable imitations of or confusingly similar to Plaintiff's Trademark;
- e. Passing off or enabling others to sell or pass off any goods that are not Plaintiff's genuine good as being Plaintiff's genuine goods;
- f. Falsely representing that the Defendants or the Defendants' goods are affiliated with, connected to, or sponsored by Plaintiff;
- g. Committing any acts calculated to cause consumers to believe that Defendants' goods are Plaintiff's goods;
- h. Representing by any means whatsoever, directly or indirectly, or doing any other acts or things calculated or likely to cause confusion or mistake, or to deceive consumers into believing that the Defendants' goods are the goods of Plaintiff or that there is any affiliation or connection between Plaintiff or its goods and the Defendants or its goods/services, and from otherwise unfairly competing with Plaintiff;
- i. Advertising, marketing, promoting, offering to sell, selling, distributing, and/or taking orders for the Counterfeit Products;
- j. Fulfilling orders for, or shipping or distributing the Counterfeit Products;
- k. Destroying, altering, disposing of, concealing, tampering with or in any manner secreting any and all business records, invoices, correspondence, books of account,

receipts or other documentation relating or referring in any manner to the manufacture, advertising, acquisition, importation, purchase, sale or offer for sale, or distribution of any merchandise using Plaintiff's Trademark or any marks that include or are colorable imitations of or confusingly similar to Plaintiff's Trademark; and

1. The Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of the Defendants' financial accounts.
2. Plaintiff is authorized to issue expedited written discovery to the Defendants, pursuant to Federal Rules of Civil Procedure 33, 34, 36, and 45 related to:
 - 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 Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Stores and the Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Stores; 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, Temu.com ("Temu"), PayPal Inc. ("PayPal"), Alipay, ContextLogic Inc. d/b/a Wish.com

(“Wish”), Alibaba Group Holding Ltd. (“Alibaba”), Ant Financial Services Group (“Ant Financial”), Amazon Pay, Afterpay, Klarna or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

3. Upon Plaintiff’s request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants’ Online Stores, including, without limitation, any online marketplace platforms such as TikTok Temu, eBay Inc., AliExpress, Alibaba, Amazon.com Inc., Wish, Dhgate, and Amazon.com (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 Stores and the Defendants’ financial accounts, including the Defendants’ sales and listing history related to their respective Online Stores; 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, Alipay, Wish, Alibaba, Ant Financial, Amazon Pay, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA), including present balances on any accounts.

4. 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 Defendants in connection with the sale of infringing goods using the Plaintiff's Trademark.

5. Any Third-Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish, Afterpay, Klarna, 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, and 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.

6. Within seven (7) business days of entry of this Order, Plaintiff shall deposit with the Court \$5,000.00 (Five Thousand Dollars), either cash, cashier's check or surety bond, as security, which amount has, in the absence of adversarial testing, been deemed adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

7. Any 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.

8. This Order shall remain in effect for fourteen days from the date of this Order.

9. The Clerk shall file this Order under **SEAL** until further order of the Court.

DONE AND ORDERED in Chambers at Miami, Florida, on January 8, 2026.

A handwritten signature in black ink, appearing to be 'JB' with a long horizontal stroke extending to the right.

BETH BLOOM
UNITED STATES DISTRICT JUDGE

Copies to:

Counsel of Record

SCHEDULE A

DEFENDANT 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=AJEK4190HSLLEN&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