

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Shenzhen Aifasite Electronic)	Case No.: 0:23-cv-61018-RKA
Commerce Co., Ltd.)	
)	Judge: Roy K. Altman
Plaintiff,)	
)	Mag. Judge: Patrick M. Hunt
v.)	
)	
The Partnerships And)	
Unincorporated Associations)	
Identified On Schedule "A")	
)	
Defendants.)	
)	
_____)	

**[proposed] FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION
AGAINST DEFENDANTS (18), (38), (64) and (120)**

This matter comes before the Court on Plaintiff’s Motion for Entry of Default and Final Judgment. [D.E. 119]. The Plaintiff moved for default judgment consistent with Fed.R.Civ.P. 55(b)(2). On May 2, 2024, the Clerk of Court entered default under Fed.R.Civ.P. 55(a). [D.E. 101].

By virtue of their non-appearance, Defaulting Defendants numbered (18), (38), (64) and (120) have admitted the allegations pled against them in the Complaint. ECF [No. 1].

“A defendant, by his default, admits the plaintiff’s well-pleaded allegations of fact,” as set forth in the operative complaint. *Eagle Hosp. Physicians, LLC v. SRG Consulting, Inc.*, 561 F.3d 1298, 1307 (11th Cir. 2009) (internal quotation marks and citations omitted). Notwithstanding, “a sufficient basis must still exist in the pleadings to state a claim before a

court may enter a default judgment.” *Under Armour, Inc. v. 51nfljersey.com*, No. 13–62809–CIV, 2014 WL 1652044, at *4 (S.D. Fla. Apr. 23, 2014) (Rosenbaum, J.) “A defendant’s default does not in itself warrant the court entering a default judgment.” *Luxottica Grp. S.p.A. v. Individual, P’ship or Unincorporated Ass’n*, No. 17-CV-61471, 2017 WL 6949260, at *2 (S.D. Fla. Oct. 3, 2017) (Bloom, J.) (quotation marks, alterations, and citations omitted). A defendant is “not held to admit facts that are not well pleaded or to admit conclusions of law.” *Id.*

The Court has reviewed the Plaintiff’s motion, the record, and the relevant legal authorities. The Court finds the Plaintiff has established the facts necessary to enter default judgment. Accordingly, it is **ordered and adjudged** that the **Plaintiff’s Motion for Default Judgment [D.E. 119]** is **granted**. Judgment is hereby entered in favor of the Plaintiff, Shenzhen Aifasite Electronic Commerce Co., Ltd., and against the Defendants, the individuals, business entities, or unincorporated associations identified on Schedule “A” attached hereto (collectively “Defendants”), on each of the Complaint [D.E. 1] as follows:

1. Jurisdiction

This Judgment is subject to the jurisdictional constraints of the Lanham Act. *See Steele v. Bulova Watch Co.*, 344 U.S. 280 (1952); *Int’l Café, S.A.L. v. Hard Rock Café Int’l (U.S.A.), Inc.*, 252 F.3d 1274, 1278–79 (11th Cir. 2001).

2. Permanent Injunctive Relief:

As to each Defaulting Defendant listed on Schedule A attached hereto, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defaulting Defendant having notice of this Order are hereby permanently restrained and enjoined from:

- a. using Plaintiff’s registered trademark in marketing, advertising, soliciting,

selling or offering for sale, derivative or directly, which is not directly authorized by Plaintiff;

- b. further infringing on the Calsunbaby Mark;
- c. Each Defaulting Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant and those with notice of this Permanent Injunction, including, without limitation, all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to Walmart, Inc., sponsored search engine or ad-word providers, credit cards, banks, merchant account providers, third party processors and other payment processing service providers, and Internet search engines such as Google, Bing and Yahoo (collectively, the “Third Party Providers”) and their related companies and affiliates on which this Court imposed restraints under the Preliminary Injunction shall:
 - i. immediately and permanently discontinue the use of the Plaintiff’s Mark, on or in connection with all Internet based e-commerce stores owned and operated, or controlled by them, including the Internet based ecommerce stores operating under the Seller IDs;
 - ii. apply any funds currently in Defaulting Defendants’ financial accounts to satisfy the monetary judgments.

3. Statutory damages in favor of the Plaintiff pursuant to 15 U.S.C. § 1117(c) are determined to be \$200,000.00 against each Defendant, for which let execution issue, based upon

the Court's finding that the Defendants infringed on Plaintiff's registered trademark. The Court considered both the willfulness of the Defendants' conduct and the deterrent value of the award imposed, and the award falls within the permissible statutory range under 15 U.S.C. § 1117(c).

4. All funds currently restrained or held on account for all the Defendants by all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including, but not limited to, Walmart, Inc., ("Walmart") PayPal, Inc., ("PayPal"), Payoneer, Inc. ("Payoneer") and their related companies and affiliates, are to be immediately (within five (5) business days) transferred by the previously referred to financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms and by the Defendant, to the Plaintiff and/or the Plaintiff's counsel in partial satisfaction of the monetary judgment entered herein against each Defendant. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to Walmart, PayPal, Payoneer and their related companies and affiliates shall provide to the Plaintiff at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter per Defendant; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) the total funds released per Defendant to the Plaintiff.

5. Interest from the date this action was filed shall accrue at the legal rate. *See* 28 U.S.C. § 1961.

6. The Court retains jurisdiction to enforce this Judgment and permanent injunction.

7. Any other pending motions as to Defaulting Defendants are denied as moot.

8. The Court orders execution to issue for this Final Default Judgment.

9. The Court denies all relief not granted in this Final Default Judgment.

10. The Court retains jurisdiction to enforce this Final Default Judgment.

DONE AND ORDERED in Chambers at Ft. Lauderdale, Florida, on ____ day of May 2024.

Roy K. Altman
United States District Judge