

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No.: 0:23-cv-62275-WPD

SHENZHEN DEJIAYUN NETWORK
TECHNOLOGY CO., LTD., a Chinese Corporation,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A,"

Defendants.

FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE is before the Court upon Plaintiff's Motion for Entry of Final Judgment by Default as to Certain Defendants (the "Motion") [DE 36], filed herein on February 28, 2024. The Motion was granted in part with respect to Defendants numbered in Schedule "A" to the Complaint and attached hereto, 1-15, 17, 19, 22-25, 27-30, 32, 34-36, and 38-39 ("Defaulting Defendants") by a separate order. Pursuant to Federal Rule of Civil Procedure 58(a), the Court enters this separate Final Default Judgment.

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

1. Judgment is hereby entered in favor of the Plaintiff, Shenzhen Dejiayun Network Technology Co. Ltd., and against Defaulting Defendants as follows:

- a. **Permanent Injunctive Relief:**

- i. 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:

1. using Plaintiff's registered trademark in marketing, advertising, soliciting, selling or offering for sale, derivative or directly, which is not directly authorized by Plaintiff;
 2. further infringing on the BAGILAANOE Mark;
- ii. 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:
1. 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;

2. apply any funds currently in Defaulting Defendants' financial accounts to satisfy the monetary judgments.
- b. **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).
 - c. 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.


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

2. The Court orders execution to issue for this Final Default Judgment.
3. The Court retains jurisdiction to enforce this Final Default Judgment.
4. The Court denies all relief not granted in this Final Default Judgment.
5. To the extent not otherwise disposed of, any pending motions as to Defaulting Defendants are **DENIED AS MOOT** and all pending deadlines as to Defaulting Defendants are **TERMINATED**.
6. This case shall remain **OPEN AND PENDING** as to Defendants 16, 18, 20, 21, 26, 31, 33, 37, 40, and 41.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida,

this 14th day of March, 2024.

Copies furnished to:
Counsel of Record


WILLIAM P. DIMITROULEAS
United States District Judge

(Schedule A on following page)

Def. No.	Platform	Store Name
1	Walmart	absuyy LLC
2	Walmart	Allatever
3	Walmart	BARBARIZAT
4	Walmart	Bnwani Store
5	Walmart	BTJXK STORE
6	Walmart	CFox Co.ltd
7	Walmart	Cryptic
8	Walmart	CSun Co.ltd
9	Walmart	DEITY
10	Walmart	EAGLE
11	Walmart	FS MALL
12	Walmart	Get rich
13	Walmart	Good friend store
14	Walmart	GUANG ZHOU SHI MA LONG JING MAO YOU XIAN Co.ltd
15	Walmart	Guyueyu Co.,ltd
17	Walmart	HOMEDLES Co.Ltd
19	Walmart	LBYUINBG
22	Walmart	LUNE
23	Walmart	meituanyouxuan
24	Walmart	Ornament Co.Ltd
25	Walmart	Passion Co.ltd

27	Walmart	Pro Seller
28	Walmart	Prominence store
29	Walmart	Ricardo M. Lu
30	Walmart	Sayuri
32	Walmart	shenzhenshijingrumeng
34	Walmart	Sixteen Store
35	Walmart	Sunton
36	Walmart	Sweetheart Island
38	Walmart	Wissdoom Green Industrial Trade Inc
39	Walmart	Xiaoxin Store