

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

Shenzhen Dejiayun Network Technology Co.,
Ltd., a Chinese Corporation,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A,”

Defendants.

Case No. 25-cv-24204

Judge Rodney Smith

Magistrate Judge Patrick M. Hunt

[proposed] FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

This matter comes before the Court on Plaintiff’s Motion for Entry of Default and Final Judgment. [Doc. 43]. The Plaintiff moved for default judgment consistent with Fed. R. Civ. P. 55(b)(2). On June 22, 2026, the Clerk of Court entered default under Fed. R. Civ. P. 55(a). [Doc. 39].

By virtue of their non-appearance, Defaulting Defendants have admitted the allegations pled against them in the Complaint. [Doc. 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 [**Doc. 43**] is **granted**. Judgment is hereby entered in favor of the Plaintiff, Shenzhen Dejiayun Network Technology Co. Ltd., and against each of the Defendants, the individuals, business entities, or unincorporated associations identified on the attached Schedule “A” as Nos. 1-16, 18, 20-32, 34-51, 53-54, 56-65, 67, 69, 71-73, 75-79, 81-82, 86-90, 92-103, 106-107, 109-110, 112 (collectively “Defaulting Defendants”) 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, 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 BAGILAANOE Mark;

c. Each Defaulting Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defaulting 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 \$2,000,000.00 against each Defendant, for which let execution issue, based upon the Court’s finding that each Defaulting Defendant 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 each of the Defaulting 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”), Hyperwallet, Stripe, Ping Pong, 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 each 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, Hyperwallet, Stripe, Ping Pong, 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 _____,
2026.

Rodney Smith
United States District Judge

SCHEDULE A

Def. No.	Platform	Store Name
1	Walmart	Abetb
2	Walmart	Accio Money
3	Walmart	Anst Alarm Clock Offical
4	Walmart	AQLR Co,Ltd
5	Walmart	Baipangxie.co
6	Walmart	Balance Store
7	Walmart	Beesli R
8	Walmart	Best Experience
9	Walmart	Blue Lightning
10	Walmart	Blue sky love
11	Walmart	Brenberke INC
12	Walmart	BU WU HAO
13	Walmart	chengsheng
14	Walmart	Chenshuai
15	Walmart	Clothing Shopping
16	Walmart	CLZLOUD Clothing
17	Walmart	██████████
18	Walmart	dewenkeji
19	Walmart	██████████

20	Walmart	Discount Rabbit
21	Walmart	Eleonora Department stores
22	Walmart	Ennmui loop
23	Walmart	Evergreen Boutique
24	Walmart	FANGQU Co.Ltd
25	Walmart	FANHUI
26	Walmart	FASHI0NFACT0RY INC
27	Walmart	foshanshizezaojiajuyoux
28	Walmart	FOXKE
29	Walmart	Fupofacaiya
30	Walmart	GUO XUE WAN
31	Walmart	GWIDHAED
32	Walmart	Gznate Co.Ltd
33	Walmart	
34	Walmart	Have a fun
35	Walmart	Health Life Select
36	Walmart	Herise
37	Walmart	hoadeuw
38	Walmart	HONGCHEN Co.Ltd
39	Walmart	HUI HAN
40	Walmart	hyyyuemd
41	Walmart	JF Co.,Ltd

42	Walmart	JIAN CHUAN
43	Walmart	jijidcca
44	Walmart	JSin
45	Walmart	JUN RONG CEN
46	Walmart	KAI BAO FA
47	Walmart	KeMouKeJi
48	Walmart	kunmingsaigeshangmaoyouxiangongs i
49	Walmart	Lanxnue
50	Walmart	Lihanbebe Co.Ltd
51	Walmart	lilijuan
52	Walmart	██████
53	Walmart	LMBKK
54	Walmart	LnSport Co.,Ltd
55	Walmart	██████
56	Walmart	Lucky You
57	Walmart	Manzhenjie toy co., ltd
58	Walmart	MINGQU Co.Ltd
59	Walmart	Morrow
60	Walmart	New fashion
61	Walmart	Nice Shipping
62	Walmart	Ningtanmaoyi

63	Walmart	NUIgan INC
64	Walmart	Phenhua Clothing
65	Walmart	piartly
66	Walmart	████████
67	Walmart	PXH
68	Walmart	██████████
69	Walmart	QQtechnology
70	Walmart	██████████
71	Walmart	QWZian
72	Walmart	QYOY TOY INC
73	Walmart	Red Ball
74	Walmart	██████████
75	Walmart	Sebulube Deals Today Clearance
76	Walmart	sgJHXb
77	Walmart	shenzhenshierdiriyongbaihuo
78	Walmart	SHEYON BEAUTY INC
79	Walmart	Sitikel
80	Walmart	████████████████
81	Walmart	suolingkeji
82	Walmart	Susoonfo INC
83	Walmart	██████████
84	Walmart	██████████

85	Walmart	██████████
86	Walmart	thinsont
87	Walmart	thogive Co.Ltd
88	Walmart	tongbaimaoyi
89	Walmart	Victaryo
90	Walmart	Walda
91	Walmart	██████████
92	Walmart	Wangyue Clothing
93	Walmart	Wardrobe Inc.
94	Walmart	Waserce Clothing
95	Walmart	WEN ZOU
96	Walmart	Wen-L ltd
97	Walmart	Wind to Win Store
98	Walmart	XIAO XIAO HUI
99	Walmart	XNIGF Co.,Ltd
100	Walmart	Xuapaodt INC
101	Walmart	YANG BO
102	Walmart	YE KAI
103	Walmart	YENMBX
104	Walmart	██████████
105	Walmart	██████████
106	Walmart	yuhuang Co.ltd
107	Walmart	yunhao

108	Walmart	████████
109	Walmart	ZHAO LING GAN
110	Walmart	Zhengbokeji
111	Walmart	████████
112	Walmart	ZLM