

United States District Court
for the
Southern District of Florida

Specialized Bicycle Components, Inc., Plaintiff,)	
)	
v.)	Case No. 17-61201-CIV-SCOLA
)	
17 No.1-Own, and others,)	
Defendants.)	

Final Default Judgment And Permanent Injunction

This matter is before the Court on the Plaintiff's Motion for Default Judgment (ECF No. 42). The Plaintiff has moved for a default judgment consistent with Federal Rule of Civil Procedure 55(b)(2). Previously, the Clerk of the Court entered a default under Rule 55(a) (ECF No. 36). "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). "Even when a default judgment is warranted based on a party's failure to defend, the allegations in the complaint with respect to the amount of damages are not deemed true. The district court must instead conduct an inquiry in order to ascertain the amount of damages with reasonable certainty." *Almeira v. GB House, LLC*, No. 14-cv-00045, 2014 WL 1366808, at *1 (M.D. Fla. Apr. 7, 2014) (quoting *In re Catt*, 368 F.3d 789, 793 (7th Cir. 2004)). An evidentiary hearing on damages is unnecessary as long as "the amount claimed is liquidated or capable of ascertainment from definite figures contained in the documentary evidence or in detailed affidavits." *Dundee Cement Co. v. Howard Pipe & Concrete Prods., Inc.*, 722 F.2d 1319, 1323 (7th Cir. 1983); see also *S.E.C. v. Smyth*, 420 F.3d 1225, 1231, 1232 n.13 (11th Cir. 2005).

The Court has carefully reviewed the Plaintiff's motion, the record, and the relevant legal authorities. Accordingly, it is **ordered and adjudged** that Plaintiff's Motion for Default Judgment (**ECF No. 42**) is **granted**. Judgment is hereby entered in favor of Plaintiff, Specialized Bicycle Components, Inc. ["Plaintiff"], and against Defendants, the Individuals, Partnerships, and Unincorporated Associations identified on Schedule "A" hereto (collectively "Defendants"), on all Counts of the Complaint as follows:

1. Permanent Injunctive Relief:

Defendants and their officers, agents, representatives, servants,

employees and attorneys, and all persons acting in concert and participation with them 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 using Plaintiff's trademarks identified in Paragraph 14 of the Complaint and Schedule "B" attached thereto (the "Specialized Marks");
- b. using the Specialized Marks 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 Defendants offered for sale or sold via the Internet based e-commerce stores operating under their seller identification names identified on Schedule "A" hereto (the "Seller IDs") and/or any other e-commerce store, seller identity, website or business, 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 Defendants offered for sale or sold via the Seller IDs and/or any other e-commerce store, seller identity, website or business, are in any way endorsed by, approved by, and/or associated with Plaintiff;
- f. using any reproduction, counterfeit, copy, or colorable imitation of the Specialized Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants via the Seller IDs and/or any other e-commerce store, seller identity, website or business;
- 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 Defendants via the Seller IDs and/or any other e-commerce store, seller identity, website or business, as being those of Plaintiff or in any way endorsed by Plaintiff;
- h. otherwise unfairly competing with Plaintiff;

- i. using the Specialized Marks, or any confusingly similar trademarks, on e-commerce marketplace sites, 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 is visible to a computer user or serves to direct computer searches to Internet based e-commerce store website businesses registered by, owned, or operated by Defendants, including the e-commerce stores operating under all of the Seller IDs; 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:

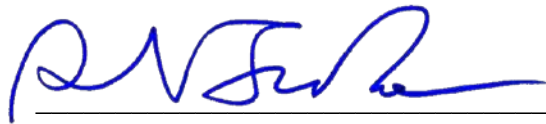
The Plaintiff is additionally entitled to the following equitable relief:

- a. Upon the Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller IDs, including but not limited to Amazon.com, Inc., shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing counterfeits and infringements of the Specialized Marks;
- b. Upon the Plaintiff's request, the Internet marketplace website operators and/or administrators, including but not limited to Amazon.com, Inc., shall permanently remove any and all listings and associated images of goods bearing counterfeits and/or infringements of the Specialized Marks via the e-commerce stores operating under the Seller IDs and any other alias seller identification names being used and/or controlled by Defendants to promote, offer for sale and/or sell goods bearing counterfeits and/or infringements of the Specialized Marks; and
- c. Upon the Plaintiff's request, any Internet marketplace website operators and/or administrators, including but not limited to Amazon.com, Inc., shall permanently cease fulfillment of and sequester all goods of each Defendant bearing one or more of the Specialized Marks in its inventory, possession, custody, or control, and surrender those goods to the Plaintiff.

3. Statutory damages in favor of the Plaintiff pursuant to 15 U.S.C. § 1117(c) are determined to be \$1,000,000.00 against each Defendant, for which sum let execution issue. The awarded amount falls within the permissible statutory range under 15 U.S.C. § 1117(c).

4. All funds currently restrained by Amazon Payments, Inc. (“Amazon”) pursuant to the temporary restraining order and preliminary injunction in this action, are to be immediately (within 5 business days) transferred to the Plaintiff in partial satisfaction of the monetary judgment entered herein against each Defendant. Amazon 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. This case shall remain open as to Defendants huanyuanda (Defendant Number 26), KEKEHOT (Defendant Number 35), Leigh E Pickens (Defendant Number 40), NANSMBIR (Defendant Number 49), patti Kiser (Defendant Number 53), QIWUEYR (Defendant Number 55), and RIZIXUANG (Defendant Number 58), **ONLY**, until further Order of the Court.

Done and ordered in chambers at Miami, Florida, on August 30, 2017.



Robert N. Scola, Jr.

United States District Judge

SCHEDULE "A"

**DEFENDANTS BY NUMBER AND SELLER ID
AND ASSOCIATED SELLER ID NUMBER**

Defendant Number	Defendant / Seller ID	Amazon Seller ID
1	17 No.1-Own	A2M8QWPMHSF7Z1
2	2KS96jkx0	A3EQ3KO4RB68YB
3	8jdsa7qiw	A1Z6BL9SCC50J0
4	9ish45DH	A1CLEYDU4NWO7P
5	A KissMe	A2SI6DOPZGUZFT
6	Albert French TCSP	A11C8X45OUH6T4
7	Andres Hanson Escabias	A2NH4KB152RD6Q
8	Andy Wordsworth	A1KGABAJZY7J3I
9	brostin	A16KAGTKU3GK1G
10	Butler LUW	A281DXQZQEP5IH
11	CALL ME J	A3HBS9Y50RTYE6
12	Cannot Help	A25ND5CWAR6S50
13	CHELLE GRE	A2U2JM8D6WEC5A
14	cooperatomlggwau	A3AX8W1NUGGI8I
15	crutchleanrxmno	AFG1873D7HM7F
16	da Ar	AQR1FJ7FSDRDK
17	DaviRichardson	A1E6P5XGO0OU3B
18	Dong Hui Store	A3SVESG4LDBTXK
19	DONGLE RENKESON	AAM6ZfZ44EK36
20	duroseaumfkrjbn	AT7IDX0VP1LC4
21	Edwin ROBERSON	A13E432VB4S00B
23	Forda Zarva	A1SBYT3EEC4T8C
24	GinaSoninc	AGSK4JIF2G6V3
25	GTILO	A3DF42A5HOQ9NN
27	IAN & ADAM	A30DRT6QG4QJPE
28	IdealLife	A12SNQ85RNL7BP
28	Ideal Life(10-15 Days Delivery)	
29	James Parrish	ADC963TU18BGZ
30	JANICE WILSON	A1BC6SM5DFP5P8

31	Jorden Smither Happyshopping	A32ATZTIEB857R
33	jun yu lu	A37WZCRNGM3DF6
37	KHarrism	A136IM4T2NDARV
38	KT365-CD	A12SDQPCXKESY4
39	Laterwwr	A3W3XLMOWC1RZQ
41	lili liu	A1QU9M2QRI0AB6
42	linqingquan	A1JELJ6SA6KILP
43	Lorena Martinezas	A1PB7CEJLWBZXR
44	M&SDTing	A156ACA5RSP5FL
45	Maisie Tighe	A8PPIFU8KOGOS
46	michale mcgee	ARX8WPQ8WW7GM
47	Mike DavisAS	A1V5PTEXL02SEN
48	Miki Minami	A2360FOU2ZYST4
50	NICOIE MUNFORD	A149B7A3CT8Y1O
51	OOPLSMS	A1R17GKEKIV5SM
52	Patricia Bierley	A2Z5YPCO6CRN95
54	Pippa Reeve	A2HHFXOH679ESL
56	renceburg	AQWFBMQOS0I7B
57	renjjuannndhnp	A2JGFUFUHZ3A9N
59	sam717	A3MDCHCMPYX4JA
60	Sarah Hamilton a	A3VW0LX286SH27
61	Slate GXKL	A3559O4181KPQ5
62	Super Spowerful	A241NEIS2LXPNM
63	Susueky	AQ058GPK2Z673
64	Tankoo	A31HLWAD0EYJPF
65	TEVEN&ORTI	A3NAQTD3Z8AS3E
66	Tran GO	A3DQOMCMFOJRD2
67	typewriter to	A1YXFLSJC8W07U
69	Wayne Webber	A3JJ7VWSA2U3SG
70	Yinsoa Y	A3JOI7BKFBLQQG
71	YOU-SKTI	A1CKDKKM4S69AG
72	zenicham	A1HA8BRA1GYQSU
73	ZHJDLKS ZZ	A2SZ8EPRQ0JU3
74	ZMYOPI	A2ZSKUMMH7K9B5