

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

LOGARO LLC,

Plaintiff,

v.

BONING KING, ET AL.,

Defendants.

Case No. 25-cv-06492-SDG

Plaintiff’s Motion for Entry of Default Judgment

NOW COMES LOGARO LLC (“Plaintiff”), by and through its undersigned counsel, and hereby moves for entry of default judgment against the remaining defendants in the case (collectively, the “Defaulting Defendants”), based on Plaintiff’s action for trademark infringement and related claims.

I. Statement of Facts

Plaintiff specializes in the creation, manufacture, marketing and sale of ink pad products (collectively, the “Plaintiff Products”). [Dkt. 13 ¶ 5]. Plaintiff is the owner of all rights to the valid, federally registered Let’s Color Trademark, and has used the Let’s Color Trademark in connection with the sale, distribution, promotion, and advertising of genuine Plaintiff Products. [Dkt. 13 ¶ 7-8].

Reg. No.	Trademark	Goods / Services

7,461,048	<i>Let's Color</i>	CLASS 16: Ink pads; Ink pads for seals
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Plaintiff has invested substantial resources, time, money, and commercial efforts to produce and market the Let's Color Trademark. [Dkt. 13 ¶ 13].

Additional factual assertions regarding Plaintiff in the First Amended Complaint are incorporated herein. *Id.* at ¶¶ 4-12.

The Defaulting Defendants (**Exhibit 1** hereto) conduct business throughout the United States, including within the State of Georgia and this Judicial District, through the operation of the fully interactive, commercial online marketplaces operating under the online storefronts as identified in the Complaint (the “Defendant Online Stores”). *Id.* at ¶15. Each Defaulting Defendant targets the United States, including Georgia, and has offered to sell and/or, on information and belief, has sold products through the use of counterfeit versions of the Let's Color Trademark (the “Infringing Products”) to consumers within the United States, including the State of Georgia and this Judicial District. *Id.* Additional factual assertions regarding Defaulting Defendants in the Complaint are incorporated herein. *Id.* at ¶¶ 16-36.

Plaintiff filed its First Amended Complaint on November 19, 2025, alleging trademark infringement under 15 U.S.C. § 1114 (Count I) and false designation of

origin under 15 U.S.C. § 1125. [Dkt. 13]. On November 25, 2025, this Court granted Plaintiff's *Ex Parte* Motion for Entry of a Temporary Restraining Order (the "TRO") and subsequently converted, over objection, the TRO into a Preliminary Injunction with respect to the Defaulting Defendants on February 12, 2012. [Dkt. 54]. On November 25, 2025, this Court permitted Plaintiff to complete service of process to Defendants by electronically publishing a link to the relevant documentation on a website and sending an email to the email addresses provided for Defendants by third parties. [Dkt. 17]. The Defaulting Defendants were properly served with process on December 4, 2025, [Dkt. 24], and none of the Defaulting Defendants have filed an answer or otherwise pled in this action. *See*, Declaration of Adam E. Urbanczyk (the "Urbanczyk Declaration") at ¶ 2.

Plaintiff now moves this Court for an Order entering default judgment finding that Defaulting Defendants are liable on all counts of Plaintiff's Complaint. Fed. R. Civ. P. 55(b)(2). Plaintiff further seeks an award of statutory damages as authorized by 15 U.S.C. § 1117(c)(2) of willful counterfeiting trademark infringement against each of the Defaulting Defendants for their unauthorized use of the Plaintiff's registered Let's Color Trademark on infringing products offered for sale and/or sold through each of the Defendant Online Stores. Plaintiff also seeks entry of a permanent injunction prohibiting Defaulting Defendants from selling Infringing Products.

II. Argument

a. Jurisdiction and venue are proper in this Court.

This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, et seq. and 28 U.S.C. §§ 1331, 1338(a)-(b). This Court has jurisdiction over the claims in this action under the laws of the State of Illinois pursuant to 28 U.S.C. § 1367(a), because the state law claims are so related to the federal claims that they form the same case or controversy and derive from a common nucleus of operative facts. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defaulting Defendants since each of the Defendants directly target business activities toward consumers in Georgia and causes harm to Plaintiff's business with this Judicial District. See, [Dkt. 5 Exhibits 2,3]; See, Louis Vuitton Malletier, S.A. v. Joseph Mosseri, 736 F.3d 1339 (11th Cir. 2013).

Through at least the fully interactive, commercial online marketplaces accounts operating under the Defendant Online Stores, each of the Defaulting Defendants has targeted sales to Georgia residents by operating online stores which offer shipping to the United States, including within Georgia and this judicial district, offered to accept payment in U.S. dollars, and offered for sale and/or sold products through the unauthorized utilization of the Let's Color Trademark to

residents of Georgia. [Dkt. 5 Exhibits 2, 3]. Personal jurisdiction exists over the Defaulting Defendants because they directly target their business activities toward consumers in the United States, including Georgia. Specifically, Defaulting Defendants are reaching out to do business with Georgia residents by operating one or more commercial, interactive Defendant Online Stores through which Georgia residents can purchase products through the Defendants' unauthorized exploitation of the Let' Color Trademark. Del Valle v. Trivago GMBH, 56 F.4th 1265, 1277 (C.A.11 (Fla.), 2022); *See, Rice v. PetEdge, Inc.*, 975 F.Supp.2d 1364, 1371 (N.D. Ga., 2013) ("Defendant's creation of a website that allows Georgia customers to directly purchase its products constitutes purposeful availment, as defendant financially benefits from doing business in Georgia.").

b. Plaintiff has met the requirements for entry of default judgment.

Rule 55(b)(2) of the Federal Rules of Civil Procedure provides for a court-ordered default judgment. A default judgment establishes, as a matter of law, that the Defaulting Defendants are liable to Plaintiff on each cause of action alleged in the Complaint. U.S. v. Kahn, 164 Fed. Appx. 855, 858 (11th Cir.2006).

As noted above, Plaintiff served the Complaint on the Defaulting Defendants on December 4, 2025 [Dkt. 31]. More than twenty-one (21) days have passed since each of the Defaulting Defendants was served, and no answer or other responsive pleading has been filed by any of the Defaulting Defendants as required

under federal rules. Fed. R. Civ. P. 12(a)(1)(A)(i). The clerk entered default on February 10, 2025. *See*, [Dkt. 53]. Default judgment is therefore appropriate, and consistent with previous similar cases in front of this Court. Plaintiff requests an award of statutory damages as authorized by 15 U.S.C. § 1117(c) for willful counterfeiting against each of the Defaulting Defendants for their unauthorized exploitation of the Let's Color Trademark in connection with the offer for sale and sale of ink pad products sold through the Defendant Online Stores. Plaintiff also seeks entry of a permanent injunction prohibiting Defaulting Defendants from exercising any of the exclusive rights afforded to Plaintiff under 15 U.S.C § 1116.

“To establish a *prima facie* case in an ordinary trademark infringement suit, a claimant need only demonstrate that: (1) it enjoys enforceable rights in a mark, and (2) the alleged infringer adopted a mark that is the same or confusingly similar.” SunAmerica Corp. v. Sun Life Assur. Co. of Canada, 77 F.3d 1325, 1334 (11th Cir. 1996). This is the same test that is used for a false designation of origin claim under the Lanham Act. *See*, Ross Bicycles, Inc. v. Cycles Usa, Inc., 765 F.2d 1502, 1504 (11th Cir. 1985). The registration of the Let' Color Trademark is *prima facie* evidence of its validity, the validity of its registration, Plaintiff's ownership of the Plaintiff Mark, and Plaintiff's exclusive right to use the Plaintiff Mark in commerce on or in connection with ink pad products. 15 U.S.C. § 1057(b).

Plaintiff alleges in the Complaint that it is the owner of all right, title, and interest in and to the original federally registered Let's Color Trademark. [Dkt. 13 at ¶ 7-10]. Plaintiff's federal registrations for the Let's Color Trademark is valid, subsisting, and in full force and effect. [Dkt. 13 ¶ 9]. The Defaulting Defendants have utilized counterfeit versions of the Let's Color Trademark in association with offering for sale or selling, without authorization, ink pad products from Defendant Online Stores. [Dkt. 13 at ¶¶ 14-42].

Because the Defaulting Defendants have failed to answer or otherwise plead in this matter, the Court must accept the allegations contained in Plaintiff's Complaint as true. *See*, Fed. R. Civ. P. 8(b)(6). Accordingly, Plaintiff requests entry of judgment with respect to Counts I and II for willful counterfeiting of Plaintiff trademark and false designation of origin against the Defaulting Defendants.

c. Plaintiff is entitled to monetary relief.

Awarding statutory damages is both remedial in nature and serves to protect an important public interest. Thus, it is important to both penalize defendants and try to deter future violations. Plaintiff has expended resources to create the Let's Color Trademark and has used the Let's Color Trademark in connection with the sale, distribution, promotion, and advertising of genuine Plaintiff Products. [Dkt. 1 at ¶ 7]. Further, Plaintiff has invested substantial resources, time, money, and

commercial efforts in order to offer Plaintiff Products sold in connection with the Let's Color Trademark, and the success of Plaintiff's business enterprise is dependent and a result of its efforts to market and advertise online via e-commerce. [Dkt. 13 at ¶ 13]. The success of Plaintiff's sales in connection with the Let's Color Trademark has resulted in substantial infringing activity and harm to Plaintiff, as evidenced by this case. Plaintiff has built substantial goodwill in and to the products sold in connection with the Let's Color Trademark and regularly investigates and enforces their rights to the Let's Color Trademark. *Id.*

i. Statutory damages are appropriate in this case.

Defaulting Defendants' use of the Let's Color Trademark to sell their own ink pad products is counterfeit. [Dkt. 13-1]; 15 U.S.C. § 1116(d)(1) (“[T]he term “counterfeit mark” means...a counterfeit of a mark that is registered on the principal register in the United States Patent and Trademark Office for such goods or services sold, offered for sale, or distributed and that is in use, whether or not the person against whom relief is sought knew such mark was so registered.”). Under the Lanham Act, a plaintiff in a case involving the use of a counterfeit mark may elect to receive “not less than \$1,000 or more than \$200,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just.” 15 U.S.C. § 1117(c)(1). When the counterfeiting is found to be willful, the Lanham Act also provides for statutory damages of up to “\$2,000,000

per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just.” 15 U.S.C. § 1117(c)(2). The relative lack of information regarding Defaulting Defendants’ sales and profits makes statutory damages particularly appropriate for default cases like the instant case. *See, Lorillard Tobacco Co. v. S & M Cent. Serv. Corp.*, 2004 WL 2534378, at *3 (N.D. Ill. Nov. 8, 2004), *citing*, S. Rep. No.177, 104th Cong. 1995. Further, the Court need not hold an evidentiary hearing on the request for a statutory damage award. *SEC v. Smyth*, 420 F.3d 1225, 1232 n.13 (11th Cir. 2005).

ii. Defaulting Defendants’ infringement was willful.

As alleged in Plaintiff’s First Amended Complaint, Defaulting Defendants utilized without authorization, the Let’s Color Trademark to sell Defaulting Defendants’ own ink pad products in competition with Plaintiff, and the Court can infer the Defaulting Defendants’ willfulness from this conduct. *See, Optimum Techs., Inc. v. Home Depot U.S.A., Inc.*, 217 F. App’x 899, 902-03 (11th Cir. 2007); *Burger King Corp. v. Mason*, 855 F.2d 779, 781-82 (11th Cir. 1988); *See also, Arista Records, Inc. v. Beker Enterprises, Inc.*, 298 F.Supp.2d 1310, 1313 (S.D.Fla.,2003). Further, courts in this circuit have deemed counterfeiting willful when defendants default. *See, e.g., Leading Edge Marketing Inc. v. Individuals, Partnerships and Unincorporated Associations Identified on Schedule “A”*, 2022 WL 16756952, at *4 (S.D.Fla., 2022).

iii. A strong statutory damage award is appropriate and just.

The Court has wide latitude to determine the amount of statutory damages. Cable/Home Communication Corp. v. Network Productions, Inc., 902 F.2d 829, 852 (C.A.11 (Fla.), 1990). Moreover, statutory damages are “especially appropriate in default judgment cases due to infringer nondisclosure.” Leading Edge Marketing, 2022 WL 16756952, at *4 (S.D. Fla., 2022), *quoting*, PetMed Express, Inc. v. MedPets.com, Inc., 336 F. Supp. 2d 1213, 1220 (S.D. Fla. 2004). Courts in this and other district have found further guidance for this determination by looking to the statutory damages provision of the U.S. Copyright Act, 17 U.S.C. § 504(c).

The Lanham Act itself does not provide guidelines for courts to use in determining an appropriate statutory damage award. Thus, many courts look to the Copyright Act’s analogous provisions. *See*, Rolex Watch U.S.A., Inc. v. Lynch, 2013 WL 2897939, at *5 (M.D. Fla.,2013). In the Eleventh Circuit, a court when determining the amount of a statutory damage award for a copyright infringement claim will consider “(1) the infringers’ blameworthiness (willful, knowing, or innocent); (2) the expenses saved and the profits reaped by the defendants in connection with the infringement; (3) the revenues lost by the plaintiffs due to the defendants’ conduct; and (4) the deterrent value of the damages imposed.” Broadcast Music, Inc. v. Evie's Tavern Ellenton, Inc., 772 F.3d 1254, 1261

(C.A.11 (Fla.), 2014). Where the infringement is willful, a statutory damages award is intended to compensate the rightsholder, penalize the infringer, *and* deter future violations. Yellow Pages Photos, Inc. v. Ziplocal, LP, 795 F.3d 1255, 1283 (C.A.11 (Fla.), 2015) (emphasis added).

Courts have awarded high damage amounts where a defendant's counterfeiting activities attracted wide market exposure through Internet traffic or advertisement. *See, Leading Edge* (awarding \$100,000 in statutory damages where defaulting defendants had "created an Internet-based infringement scheme in which they are profiting from their deliberate misappropriation of Plaintiff's rights"); Light v. Zhangyali, 2016 WL 4429758, at *4 (N.D. Ill. Aug. 22, 2016) (awarding \$100,000 in statutory damage award where "Defendant advertises and sells its products worldwide through its online store"); Coach, Inc. v. Ocean Point Gifts, 2010 WL 2521444, at *8 (D. N.J. June 14, 2010) (awarding \$200,000 in statutory damages "due in part to the wide market exposure that the Internet can provide").

Given the Court's clear discretion in determining the appropriate amount of the statutory damages award within the statutory limits of 15 U.S.C. § 1117(c), in light of guidance provided under Broadcast Music, 772 F.3d at 1261, and consistent with previous determinations in similar in online counterfeiting cases in this Circuit, Plaintiff respectfully requests the Court's entry of an award of

\$100,000.00 for the Let's Color Trademark counterfeited by each Defaulting Defendant. *See e.g., Wham-O Holding, Ltd. et al v. 1688 Factory Direct Store Store et al.*, No. 1:25-cv-06784-JPB Dkt. 32 (N.D.G.A. Mar. 24, 2026) (entering a default judgement in the amount of \$100,000).

d. Plaintiff is entitled to permanent injunctive relief.

Plaintiff also respectfully requests this Court enter a permanent injunction enjoining the Defaulting Defendants from infringing the Let's Color Trademark, including at least all injunctive relief previously awarded by this Court to Plaintiff in the TRO and Preliminary Injunction. *See*, [Dkts. 18, 54]. Cable/Home Communication Corp., 902 F.2d at 848. To obtain permanent injunctive relief, a plaintiff must demonstrate (1) irreparable injury, (2) no adequate remedy at law, (3) a balance of hardships favoring the plaintiff and (4) that the public interest would not be disserved. eBay Inc. v. MercExchange, L.L.C., 547 U.S. 388, 391 (2006); Angel Flight of Georgia, Inc. v. Angel Flight of America, Inc., 522 F.3d 1200, 1208 (11th Cir. 2008).

Plaintiff has already established that (i) it is likely to suffer irreparable harm if Defaulting Defendants are not enjoined, (ii) the available legal remedies are inadequate to fully compensate Plaintiff, (iii) the balance of hardships favors Plaintiff, and (iv) the public interest would be served by an injunction. *See*, [Dkt. 54 pgs. 6-9]. Continued sales of Infringing Products would erode the value of

Plaintiff's registered Let's Color Trademark, damage its reputation and goodwill, and erode the value of and market for genuine versions of Plaintiff's products.

Levi Strauss & Co. v. Sunrise Int'l Trading Inc., 51 F.3d 982, 986 (11th Cir. 1995)

("There is no doubt that the continued sale of thousands of pairs of counterfeit jeans would damage [the plaintiff's] business reputation and decrease its legitimate sales.").

Plaintiff lacks an adequate remedy at law because Plaintiff cannot control the quality of Infringing Products being manufactured, advertised, and/or sold. An award of money damages alone will not cure the injury to Plaintiff's reputation and goodwill that will result if Defaulting Defendants' counterfeiting activity continues. Plaintiff will not only lose sales but, more significantly, will lose the ability to control its reputation in the marketplace. In contrast, Defaulting Defendants face no hardship if they are prohibited from manufacturing, advertising, and selling Infringing Products. Finally, the public interest supports issuance of a permanent injunction against Defaulting Defendants to prevent consumers from being misled by Defaulting Defendants' Counterfeit Products. *See, Nike, Inc. v. Leslie*, 1985 WL 5251, at *1 (M.D. Fla. June 24, 1985) ("[A]n injunction to enjoin infringing behavior serves the public interest in protecting consumers from such behavior."). Considered together, all factors still weigh in favor of granting Plaintiff relief permanently enjoining the Defaulting Defendants

from manufacturing, advertising, and/or selling Infringing Products.

e. Asset restraints should remain until satisfaction of judgment.

Federal rules provide that “at the commencement of and throughout an action, every remedy is available that, under the law of the state where the court is located, provides for seizing a person or property to secure satisfaction of the potential judgment.” Fed. R. Civ. P. 64(a). Remedies available under Rule 64 include attachment and garnishment. Fed. R. Civ. P. 64(b).

The Court may extend the asset freeze order beyond the entry of the final judgment because the risk that Defaulting Defendants might transfer or hide their assets is not lessened by entry of a judgment. Tiffany (JN) LLC v. Forbes, 2015 WL 5638060 at *3-4 (S.D.N.Y. Sep. 22, 2015) (“The asset restraint should remain in place in order to prevent the very harm initially contemplated by the preliminary injunction.”). Courts in this and other jurisdictions have allowed asset freeze orders to remain in place following a judgment and ordered transfer of frozen assets in full or partial satisfaction of the judgment. *See, Yanmar Co., Ltd., et al v. BAOLULI HAPPY et al.*, 19-cv-5331-TCB (N.D. Ga. May 11, 2020) (extending asset freeze order beyond final judgment); *See also, Spin Master Ltd. v. Alan Yuans Store et al.*, 325 F. Supp.3d 413, 427-428 (S.D.N.Y. 2018).

On receiving notice of the original TRO, the financial institutions and Marketplaces conducted a one-time freeze of Defaulting Defendants’ accounts,

freezing whatever funds were in the account at that moment. [Dkt. 18 p. 14-16]. However, Defaulting Defendants are generally permitted to continue operating their storefronts and use their financial accounts to transact business after the infringing listing(s) have been disabled and the one-time asset freeze has been effectuated.

Because Defaulting Defendants are permitted to continue to operate their storefronts, additional funds may continue to accrue in Defaulting Defendants' accounts subsequent to the initial one-time freeze. For these reasons, Plaintiff requests that the Court again order any financial institution or Marketplace that receives notice of the Court's Order and/or Final Default Judgment to again freeze any assets in Defaulting Defendants' accounts and maintain the initially and subsequently frozen assets until Plaintiff can enforce and satisfy the judgment. Plaintiff also requests that the Court order that the Amazon and/or financial institutions transfer all initially and subsequently frozen assets to Plaintiff in full or partial satisfaction of the damages award. Spin Master, 325 F. Supp.3d at 428 (ordering that plaintiff was entitled to the transfer of the frozen assets as full or partial satisfaction of the damages award).

III. Conclusion

Plaintiff respectfully requests this Court enter default judgement against each Defaulting Defendant, award statutory damages in the amount of \$100,000

per Defaulting Defendant pursuant to 15 U.S.C. § 1117(c) and enter a permanent injunction order prohibiting the Defaulting Defendants from further infringing the Let's Color Trademark.

Dated: June 8, 2026

Respectfully Submitted

/s/Adam E. Urbanczyk
Adam E. Urbanczyk
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(312) 715-7312
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Counsel for Plaintiff

CERTIFICATE OF COMPLIANCE

Pursuant to L.R. 7.1(D), counsel certifies that the foregoing document complies with one of the font type and size selections approved by the Court in L.R.

5.1(C): Times New Roman 14-point font.

/s/Adam E. Urbanczyk
Adam E. Urbanczyk

Exhibit 1

Defendant	Defendant Online Store	Counterfeit Product	Platform ID
Boning King	https://www.amazon.com/sp?ie=UTF8&seller=A3M01PT71H63DB	https://www.amazon.com/Qyebavge-Childrens-Coloured-Multi-Purpose-Pigment/dp/B0CVQQFC59	A3M01PT71H63DB
cairujiangzus	https://www.amazon.com/sp?ie=UTF8&seller=A3W4VSIK1S7DB3	https://www.amazon.com/Fingerprints-Probos-Creative-Signature-Painting/dp/B078BX4267	A3W4VSIK1S7DB3
diefengwumaoyiyouxiangongsi	https://www.amazon.com/sp?ie=UTF8&seller=A2RW7XE9B0VZXW	https://www.amazon.com/Fingerprints-Probos-Creative-Signature-Painting/dp/B078BX4267	A2RW7XE9B0VZXW
guangzhouliangkuashangmaoyouxiangongsi	https://www.amazon.com/sp?ie=UTF8&seller=AL0NM0Q52WLKL	https://www.amazon.com/Rainbow-Creative-Gradient-Childrens-Account/dp/B0C9QTQVXY	AL0NM0Q52WLKL
Huanshiji	https://www.amazon.com/sp?ie=UTF8&seller=AWA7LUNY2YFMZ	https://www.amazon.com/Colorful-Watercolor-Scrapbook-Decoration-Essential/dp/B0D87PJLC	AWA7LUNY2YFMZ
hwdjiSW	https://www.amazon.com/sp?ie=UTF8&seller=A1RZ8G8RYDCG73	https://www.amazon.com/MEELYHOME-Multicolor-Scrapbooking-Accessories-Printing/dp/B0D3HN9GCV	A1RZ8G8RYDCG73

HYRD-01	https://www.amazon.com/sp?ie=UTF8&seller=A1S2X14651QZKR	https://www.amazon.com/HYEIUIRADIY-Watercolors-Inkpad-Scrapbook-Decoration/dp/B0D8V7D2QB	A1S2X14651QZKR
Jiangbu	https://www.amazon.com/sp?ie=UTF8&seller=A2SVBUHYH1XBJH	https://www.amazon.com/Prasacco-Washable-Multicolor-Stamping-Scrapbooking/dp/B0CXPRKTPR	A2SVBUHYH1XBJH
Lin xiaofeng202	https://www.amazon.com/sp?ie=UTF8&seller=A13RVY16EWL3Z2	https://www.amazon.com/PDCTACST-Fingerprint-Washable-Scrapbooking-Decoration/dp/B0B5RRW9QK	A13RVY16EWL3Z2
Lxiaohd3	https://www.amazon.com/sp?ie=UTF8&seller=A2CGXWB84UW7RD	https://www.amazon.com/Saccgt-Rainbow-Multicolor-Based-Scrapbook/dp/B0D873HFY4	A2CGXWB84UW7RD
Niaviben	https://www.amazon.com/sp?ie=UTF8&seller=A3JAN5CYS05IU2	https://www.amazon.com/Niaviben-Fingerprint-Washable-Scrapbooking-Painting/dp/B0DSDQYZBC	A3JAN5CYS05IU2
Redriver	https://www.amazon.com/sp?ie=UTF8&seller=A3Q8SSSAXDGPIH	https://www.amazon.com/CHENGBEI-Rainbow-Multicolor-Based-Scrapbook/dp/B08FY1LNKX	A3Q8SSSAXDGPIH
Seasaww	https://www.amazon.com/sp?ie=UTF8&seller=A2UHDIWMJ8361I	https://www.amazon.com/pistro-Rubber-Stamp-Stamps-Fabric/dp/B0BY7VNR Y4	A2UHDIWMJ8361I

SevenMartUS	https://www.amazon.com/sp?ie=UTF8&seller=A2K1OS5BD2HZYQ	https://www.amazon.com/Giantan-Watercolors-Inkpad-Scrapbook-Decoration/dp/B0CX43DGCY	A2K1OS5BD2HZYQ
ShiShaoPrro	https://www.amazon.com/sp?ie=UTF8&seller=A1J2O0OKTZX4M	https://www.amazon.com/Stamps-Rainbow-Daubers-Drawing-Scrapbooking/dp/B0D5YPGZ6D	A1J2O0OKTZX4M
wangshanggou	https://www.amazon.com/sp?ie=UTF8&seller=AED0TI8QNTN4W	https://www.amazon.com/Washable-Stamps-Partner-Rainbow-Multicolor/dp/B07ZYW3HBB	AED0TI8QNTN4W
Wonfar	https://www.amazon.com/sp?ie=UTF8&seller=A1T7QCTOWW7F1Y	https://www.amazon.com/Rainbow-Multicolor-Finger-Stamps-Infinite/dp/B07T9BCB4W	A1T7QCTOWW7F1Y
wuhaous	https://www.amazon.com/sp?ie=UTF8&seller=A1KV0I1YKLEW18	https://www.amazon.com/Inkpad-Stamp-Finger-Craft-Making/dp/B0CGDQ5DGN	A1KV0I1YKLEW18
Yixingdz	https://www.amazon.com/sp?ie=UTF8&seller=ARMDRSCXPDG02	https://www.amazon.com/Vogely-Finger-Rubber-Gradient-Inkpad/dp/B0CHMYJFFT	ARMDRSCXPDG02

**IN THE UNITED STATES DISTRICT COURT
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LOGARO LLC,

Plaintiff,

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BONING KING, ET AL.,

Defendants.

Case No. 25-cv-06492-SDG

Declaration of Service

I, Adam E. Urbanczyk, of the City of Sarasota, in the state of Florida, hereby declare as follows:

1. I am an attorney at law, duly admitted to practice before the Courts of the State of Georgia and the United States District Court for the Northern District of Georgia. I am an attorney for Plaintiff Logaro LLC. Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify to the following.
2. I hereby certify that the Defaulting Defendants (as defined in the accompanying motion) have failed to answer or otherwise plead in this action within the allotted time after receiving service of process in violation of Federal Rule of Civil Procedure 12(a)(1)(A). [Dkt. 31].

3. My office investigated the infringing activities of the Defaulting Defendants, including attempting to identify the registrant of each associated online marketplace account and its contact information. Our investigation confirmed that the Defaulting Defendants are domiciled somewhere in China. As such, I am informed and believe that the Defaulting Defendants are not active-duty members of the U.S. armed forces.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed on this day June 8, 2026, at Sarasota, Florida.

Respectfully submitted,

/s/Adam E. Urbanczyk

Adam E. Urbanczyk

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Counsel for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
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LOGARO LLC,

Plaintiff,

v.

BONING KING, ET AL.,

Defendants.

Case No. 25-cv-06492-SDG

Default Judgment Order

This action having been commenced by Logaro LLC (“Plaintiff”) against the defendants identified in the First Amended Complaint (the “Defendant Online Stores”), and Plaintiff having moved for entry of Default Judgment against them (the “Defaulting Defendants”);

This Court having entered a preliminary injunction [Dkt. 54], Plaintiff having properly completed service of process on the Defaulting Defendants, [Dkt. 24] the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

Defaulting Defendants not having answered the First Amended Complaint,

and the time for answering has expired, so that the allegations of the First Amended Complaint are uncontroverted and deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly targeted their business activities toward consumers in the United States, including Georgia. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendants have targeted sales to Georgia residents by setting up and operating e-commerce stores which target United States and Georgia consumers using one or more seller aliases, offering shipping to the United States, including Georgia, and having at least offered to sell products using infringing and counterfeit versions of Plaintiff's Let's Color Trademark to residents of Georgia. In this case, Plaintiff has presented screenshot evidence that Defaulting Defendants' e-commerce stores are reaching out to do business with Georgia residents by operating one or more commercial, interactive internet stores through which Georgia residents are offered and can purchase products using counterfeit versions of the Plaintiff's Let's Color Trademark. See [Dkts. 5-2, 5-3], which includes screenshot evidence confirming that Defaulting Defendants' e-commerce store are using counterfeit versions of Plaintiff's Let's Color Trademark to offer to sell and ship their spurious goods to customers in Georgia bearing counterfeit versions of the Plaintiff Let's Color Trademark. Plaintiff's Let's Color Trademark is included in the below chart:

Reg. No.	Trademark	Goods / Services
7,461,048	<i>Let's Color</i>	CLASS 16: Ink pads; Ink pads for seals

This Court further finds that Defaulting Defendants are liable for willful federal counterfeiting (15 U.S.C. §§ 1114, 1116) and false designation of origin (15 U.S.C. § 1125(a))

Accordingly, this Court orders that Plaintiff Motion for Entry of Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants. This Court further ORDERS that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the Let's Color Trademark or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the Let's Color Trademark;

- b.** passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the Let's Color Trademark;
 - c.** committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; and
 - d.** manufacturing, 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 bear the Let's Color Trademark or any reproductions, counterfeit copies or colorable imitations.
- 2.** Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, including without limitation Third-Party Providers¹, shall within seven (7) calendar days of receipt of this Order cease:

¹ "Third-Party Providers" is defined as any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of the Defendant Online Stores or other online marketplace

- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Store, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the Let's Color Trademark; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing counterfeit copies or colorable imitations of the Let's Color Trademark that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the Let's Color Trademark.
3. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Let's Color Trademark.
4. Pursuant to 15 U.S.C. § 1117(c), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of \$100,000 for willful use of the counterfeit Let's Color Trademark on products sold through at least the

accounts operated by Defendants, including, without limitation, any online marketplace platforms such as Amazon, eBay, Temu, Walmart, web hosts, sponsored search engine or ad-word providers, credit cards, banks, merchant account providers, third party processors and other payment processing service providers such as Ant Financial, WeChat, PayPal, Stripe. and Amazon Payments, and Internet search engines such as Google, Bing and Yahoo.

Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the First Amended Complaint and **Schedule A** hereto.

5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. (“PayPal”), Alipay, Alibaba, Wish.com, Ant Financial Services Group (“Ant Financial”), and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants’ assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers, including PayPal, Alipay, Alibaba, Wish.com, Ant Financial Ant Financial, and Amazon Pay are ordered to release to Plaintiff the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.

8. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses provided for Defaulting Defendants by third parties in this lawsuit.

This is a Final Judgment.

Steven D. Grimberg
United States District Judge

SCHEDULE A**LIST OF ALL NAMED DEFENDANTS SUBJECT TO ORDER**

Defendant	Defendant Online Store	Counterfeit Product	Platform ID
Boning King	https://www.amazon.com/sp?ie=UTF8&seller=A3M01PT71H63DB	https://www.amazon.com/Qyebavge-Childrens-Coloured-Multi-Purpose-Pigment/dp/B0CVQQFC59	A3M01PT71H63DB
cairujiaqzus	https://www.amazon.com/sp?ie=UTF8&seller=A3W4VSIK1S7DB3	https://www.amazon.com/Fingerprints-Proboths-Creative-Signature-Painting/dp/B078BX4267	A3W4VSIK1S7DB3
diefengwumaoyiyouxiangongsi	https://www.amazon.com/sp?ie=UTF8&seller=A2RW7XE9B0VZXW	https://www.amazon.com/Fingerprints-Proboths-Creative-Signature-Painting/dp/B078BX4267	A2RW7XE9B0VZXW
guangzhouliangkuaishangmaoyouxiangongsi	https://www.amazon.com/sp?ie=UTF8&seller=AL0NM0Q52WLKL	https://www.amazon.com/Rainbow-Creative-Gradient-Childrens-Account/dp/B0C9QTQVXY	AL0NM0Q52WLKL
Huanshiji	https://www.amazon.com/sp?ie=UTF8&seller=AWA7LUNY2YFMZ	https://www.amazon.com/Colorful-Watercolor-Scrapbook-Decoration-Essential/dp/B0D87PFJLC	AWA7LUNY2YFMZ
hwdjiSW	https://www.amazon.com/sp?ie=UTF8&seller=A1RZ8G8RYDCG73	https://www.amazon.com/MEELYHOME-Multicolor-Scrapbooking-	A1RZ8G8RYDCG73

		Accessories- Printing/dp/B0D3HN9 GCV	
HYRD-01	https://www.amazon.com/sp?ie=UTF8&seller=A1S2X14651QZKR	https://www.amazon.com/HYEIUIRADIY-Watercolors-Inkpad-Scrapbook-Decoration/dp/B0D8V7D2QB	A1S2X1 4651QZ KR
Jiangbu	https://www.amazon.com/sp?ie=UTF8&seller=A2SVBUHYH1XBJH	https://www.amazon.com/Prasacco-Washable-Multicolor-Stamping-Scrapbooking/dp/B0CXPRKTPR	A2SVBU HYH1X BJH
Lin xiaofeng202	https://www.amazon.com/sp?ie=UTF8&seller=A13RVY16EWL3Z2	https://www.amazon.com/PDCTACST-Fingerprint-Washable-Scrapbooking-Decoration/dp/B0B5RRW9QK	A13RVY 16EWL3 Z2
Lxiaohd3	https://www.amazon.com/sp?ie=UTF8&seller=A2CGXWB84UW7RD	https://www.amazon.com/Saccgt-Rainbow-Multicolor-Based-Scrapbook/dp/B0D873HFY4	A2CGX WB84U W7RD
Niaviben	https://www.amazon.com/sp?ie=UTF8&seller=A3JAN5CYS05IU2	https://www.amazon.com/Niaviben-Fingerprint-Washable-Scrapbooking-Painting/dp/B0DSDQYZBC	A3JAN5 CYS05I U2
Redriver	https://www.amazon.com/sp?ie=UTF8&seller=A3Q8SSSAXDGPPIH	https://www.amazon.com/CHENGBEI-Rainbow-Multicolor-Based-Scrapbook/dp/B08FY1LNKX	A3Q8SS SAXDG PIH

Seasaww	https://www.amazon.com/sp?ie=UTF8&seller=A2UHDIWMJ8361I	https://www.amazon.com/pistro-Rubber-Stamp-Stamps-Fabric/dp/B0BY7VNR4	A2UHDIWMJ8361I
SevenMartUS	https://www.amazon.com/sp?ie=UTF8&seller=A2K1OS5BD2HZYQ	https://www.amazon.com/Gientan-Watercolors-Inkpad-Scrapbook-Decoration/dp/B0CX43DGCY	A2K1OS5BD2HZYQ
ShiShaoPrro	https://www.amazon.com/sp?ie=UTF8&seller=A1J2O0OKTZX4M	https://www.amazon.com/Stamps-Rainbow-Daubers-Drawing-Scrapbooking/dp/B0D5YPGZ6D	A1J2O0OKTZX4M
wangshanggou	https://www.amazon.com/sp?ie=UTF8&seller=AED0TI8QNTN4W	https://www.amazon.com/Washable-Stamps-Partner-Rainbow-Multicolor/dp/B07ZYW3HBB	AED0TI8QNTN4W
Wonfar	https://www.amazon.com/sp?ie=UTF8&seller=A1T7QCTOWW7F1Y	https://www.amazon.com/Rainbow-Multicolor-Finger-Stamps-Infinite/dp/B07T9BCB4W	A1T7QCTOWW7F1Y
wuhaous	https://www.amazon.com/sp?ie=UTF8&seller=A1KV0I1YKLEW18	https://www.amazon.com/Inkpad-Stamp-Finger-Craft-Making/dp/B0CGDQ5DGN	A1KV0I1YKLEW18
Yixingdz	https://www.amazon.com/sp?ie=UTF8&seller=ARMDRSCXPDG02	https://www.amazon.com/Vogely-Finger-Rubber-Gradient-Inkpad/dp/B0CHMYJFFT	ARMDRSCXPDG02