

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HONG KONG LEYUZHEN
TECHNOLOGY CO. LIMITED,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED IN SCHEDULE “A”
HERETO,

Defendants.

Case No. 1:24-cv-01705-JIC-BWJ

**HONORABLE JEFFREY I. CUMMINGS
MAGISTRATE BETH W. JANTZ**

**PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT PURSUANT TO FRCP 56
AGAINST THE IDENTIFIED SCHEDULE “A” DEFENDANTS**

Plaintiff Hong Kong Leyuzhen Technology Co. Ltd. (“Plaintiff”) hereby moves for entry of summary judgment pursuant to Federal Rule of Civil Procedure 56 (“Rule 56”) against the identified Schedule “A” Defendants (the “Defendants”), which have been separately listed in paragraph 3 to the accompanying Declaration of Shawn A. Mangano, Esq. (the “Mangano Decl.”). Plaintiff’s Motion is made and based upon the supporting Memorandum of Law, the Mangano Declaration, the papers and pleadings on file in this action, and any argument of counsel the Court may entertain.

DATED: December 30, 2024

Respectfully submitted,

By: /s/ Shawn A. Mangano

Shawn A. Mangano (Bar No. 6299408)

BAYRAMOGLU LAW OFFICES LLC

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of December 2024, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing (the “ECF”) system. Notice of this filing is provided to unrepresented parties for whom contact information is listed below and has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and a link to said website in the email provided by third party, AliExpress.

By: /s/ Shawn A. Mangano
Shawn A. Mangano (Bar No. 6299408)

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
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HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND
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IDENTIFIED IN SCHEDULE “A” HERETO,

Defendants.

Case No. 1:24-cv-01705-JIC-BWJ

**HONORABLE JEFFREY I. CUMMINGS
MAGISTRATE BETH W. JANTZ**

**PLAINTIFF’S MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION FOR
SUMMARY JUDGMENT PURSUANT TO FRCP 56 AGAINST
THE IDENTIFIED SCHEDULE “A” DEFENDANTS**

Plaintiff Hong Kong Leyuzhen Technology Co. Ltd. (“Plaintiff”) submits the following memorandum of law in support of its request for entry of summary judgment (the “Motion”) pursuant to Federal Rule of Civil Procedure 56 (“Rule 56”) against the identified Schedule “A” Defendants (the “Defendants”), which are listed in paragraph 3 to the accompanying Declaration of Shawn A. Mangano, Esq. (the “Mangano Decl.”).

Plaintiff’s Motion is made and based upon the pleadings and papers on file in this action, the Mangano Decl., the papers and pleadings on file in this action, and any argument of counsel the Court may entertain.

I. INTRODUCTION

Through the Motion, Plaintiff requests entry of summary judgment against the Defendants on the company’s copyright infringement and for violation of the Illinois Uniform Deceptive Trade Practices Act (“Deceptive Trade Practices Act”). Plaintiff’s request for entry of summary judgment

against the Defendants is based on their collective failure to timely respond to the company's requests for admission propounded pursuant to Rule 36 of the Federal Rules of Civil Procedure ("Rule 36"), as well as other propounded written discovery requests. (Mangano Decl. ¶ 6, Ex. A, ¶ 7.) Defendants' failure to respond to Plaintiff's requests for admission conclusively establishes the facts requested to be admitted or denied therein. *See United States v. Kasuboski*, 834 F.2d 1345, 1350 (7th Cir. 2012); *accord* Fed.R.Civ.P. 56(a)(3).

Given the Defendants' failure to respond to Plaintiff's requests for admission, the company is entitled to entry of summary judgment on its copyright infringement claim for relief. [Dkt. No. 1 at 8-12.] Specifically, Plaintiff asserts that the Defendants' failure to respond to the company's requests for admission conclusively establishes their unauthorized use of the following federal copyright protected image asserted in this action: VA0002379888 (the "Copyright Protected Image") and in connection with offering, and selling, counterfeit Rotita brand products on the Aliexpress online sales platform (the "Platform"). [Dkt. No. 1, Ex. 1.] Accordingly, Plaintiff requests an award of statutory damages, enhanced for willful infringement, entry of a permanent injunction, and an award of attorneys' fees and costs through entry of summary judgment on its copyright infringement claim for relief. *See* 17 U.S.C. § 502(a) (permanent injunctive relief); 17 U.S.C. § 504(c)(1) (statutory damages); 17 U.S.C. § 504(c)(2) (enhanced statutory damages for willful infringement); 17 U.S.C. § 505 (an award of attorneys' fees and costs).

In the event the Court denies Plaintiff's request for entry of permanent injunctive relief and an award of attorneys' fees is not granted under its copyright infringement claim, then such relief should be granted through entry of summary judgment on its violation of the Deceptive Trade

Practices Act claim as asserted in the company's First Amended Complaint.¹ [Dkt. No. 13 at 13.] Such relief is authorized under 815 ILCS § 510/3.

As argued below, Plaintiff is entitled to entry of summary judgment pursuant to Rule 56 on its copyright infringement and its violation of the Deceptive Trade Practices Act claims for relief. This result is compelled by the Defendants' failure to respond to Plaintiff's requests for admission, which conclusively establish their liability for these claims for relief based on their failure to respond as required under Rule 36.

II. APPLICABLE LEGAL STANDARDS

Summary judgment is proper if the "pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fed.R.Civ.P. 56(c); *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 322-33 (1986). A genuine issue of material fact exists when there is evidence on the basis of which a reasonable jury could find in the plaintiff's favor, allowing for all reasonable inferences drawn in a light most favorable to the plaintiff. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986). Once the moving party presents a *prima facie* case showing that it is entitled to judgment as a matter of law, the non-moving party may not rest upon the mere allegations or denials in its pleading but must set forth specific facts showing that a genuine issue for trial exists. *Id.* at 256-57.

"Admissions made under Rule 36, even default admissions, can serve as the factual predicate for summary judgment." *Kasuboski*, 834 F.2d at 1350 (citation omitted). "Rule 36(b) provides that

¹ In requesting entry of summary judgment, Plaintiff is not seeking any relief through the False Designation of Origin claim for relief asserted in its First Amended Complaint as such relief would be duplicative of that sought through its copyright infringement and Deceptive Trade Practices Act claims for relief.

a matter admitted is ‘conclusively established.’” *Id.* (citing Fed.R.Civ.P. 36(b)). Moreover, “[s]ection (c) of Rule 56 provides:

The judgment sought shall be rendered forthwith if the pleadings, depositions, answer to interrogatories, and *admissions on file*, together with the affidavits, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.

Id. (citing Fed.R.Civ.P. 56(c), emphasis in original). Requests for admission are deemed admitted if a response is untimely or no response is provided within thirty (30) days after service unless otherwise extended through the agreement of counsel. Fed.R.Civ.P. 36(a)(3).

Here, Plaintiff asserts that it is entitled to entry of summary judgment because the Defendants have failed to, among other things, timely respond to propounded requests for admission. (Mangano Decl. ¶¶ 6-7 10, Ex. A.) As such, Plaintiff has “conclusively established” the Defendants’ liability for the asserted copyright infringement claim, as well as its Deceptive Trade Practices claim, in this case. (*See id.* ¶ 6, Ex. A at 6-8) Accordingly, entry of summary judgment against the Defendants is appropriate under Rule 56.

III. 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 Federal Copyright Act, 17 U.S.C. § 101, et seq., 28 U.S.C. § 1338(a)–(b) and 28 U.S.C. § 1331. [Dkt. No. 1 at 2-3, 11 at 2-3.] Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over the Defendants since each of them directly targets business activities toward consumers in Illinois and causes harm to Plaintiff’s business within this judicial district. [Dkt. Nos. 1 at 2-3, 11 at 2-3]; *see also uBID, Inc. v. GoDaddy Grp., Inc.*, 623 F.3d 421, 423-24 (7th Cir. 2010) (without benefit of an evidentiary hearing, plaintiff bears only the burden of making a prima facie case for personal jurisdiction; all of plaintiff’s asserted

facts should be accepted as true and any factual determinations should be resolved in its favor). In fact, based on their failure to respond to Plaintiff's requests for admission, the Defendants have admitted that personal jurisdiction can be properly exercised against them based on direct sales to the State of Illinois through the display of the Copyright Protected Image without authorization to do so. (*See* Mangano Decl. ¶ 6, Ex. A at 6-7, 14-15.)

In addition to the foregoing, the Court has determined that it can properly exercise specific personal jurisdiction over the Schedule "A" Defendants, which includes doing so over the Defendants, in issuing the TRO requested by Plaintiff on May 22, 2024 [Dkt. No. 24] and in issuing a preliminary injunction on July 22, 2024. [Dkt. No. 43.] Accordingly, it is unquestionable that the Court can properly exercise personal jurisdiction over Defendants in this action.

B. PLAINTIFF IS ENTITLED TO SUMMARY JUDGMENT AGAINST THE DEFENDANTS UNDER RULE 56.

Under Rule 56, summary judgment is proper if the "pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fed.R.Civ.P. 56(c); *see also Celotex Corp.*, 477 U.S. at 322-33. A genuine issue of material fact exists when there is evidence on the basis of which a reasonable jury could find in the non-moving party's favor, allowing for all reasonable inferences drawn in a light most favorable to that party. *Anderson*, 477 U.S. at 255.

Plaintiff is entitled to entry of summary judgment under Rule 56 for its copyright infringement and violation of the Deceptive Trade Practices Act claims for relief based because no genuine issues of material fact exist as to the Defendants' liability for these claims based on their collectively failure to respond to requests for admission as required by Rule 36. Stated directly, the Defendants' failure to respond to Plaintiff's requests for admission conclusively establishes the

matters deemed admitted therein. *See Kasuboski*, 834 F.2d at 1350 (citing Fed.R.Civ.P. 36(b)). Since the Defendants’ deemed admission for failing to respond to the propounded requests for admission include genuine issues of material fact establishing their liability for copyright infringement and violation of the Deceptive Trade Practices Act, Plaintiff is entitled to summary judgment on these claims for relief. Moreover, should summary judgment be entered against the Defendants, this case should be closed as all claims asserted against the named Schedule “A” Defendants will have been fully and finally adjudicated.

1. Plaintiff is Entitled to Entry of Summary Judgment for Copyright Infringement.

Turning first to Plaintiff’s entitlement to entry of summary judgment on its copyright infringement claim based on the Defendants’ failure to respond to the company’s requests for admission as required by Rule 36. As noted above, “[a]dmissions made under Rule 36, even default admissions, can serve as the factual predicate for summary judgment.” *Kasuboski*, 834 F.2d at 1350 (citation omitted). “Rule 36(b) provides that a matter admitted is ‘conclusively established.’” *Id.* (citing Fed.R.Civ.P. 36(b)). This is precisely the facts presented to the Court and upon which Plaintiff’s request for entry of summary judgment is based.

Specifically, Plaintiff served the Defendants with written discovery requests, which included requests for admission, on October 23, 2024. (Mangano Decl. ¶ 6, Ex. A.) On November 25, 2024, when the propounded written discovery requests were due, no response was received by any of the Defendants. (*Id.* ¶ 7.) In fact, as of the filing of this Motion, none of the Defendants have responded to Plaintiff’s propounded requests for admission or requests for production of documents. (*Id.*) Moreover, absolutely no communications have been received from the Defendants concerning Plaintiff’s written discovery requests. (*Id.*) As such, the factual matters set forth in Plaintiff’s requests for admission are deemed to have “conclusively established” against the Defendants. *See Kasuboski*, 834 F.2d at 1350 (citing Fed.R.Civ.P. 36(b)). Quite simply, Defendants have apparently

elected to hide behind the shield of the Platform, which has routinely refused to produce sales information, challenged the merits of this Court's TRO and preliminary injunction, and that is well-known to refuse enforcement of default judgment orders entered by United States Federal District Courts. (Mangano Decl. ¶ 7.)

To prove copyright infringement, a plaintiff must show: "(1) ownership of a valid copyright; and (2) copying of constituent elements of the work that are original." *JWC Invs., Inc. v. Novelty, Inc.*, 482 F.3d 910, 914 (7th Cir. 2007). A certificate of copyright registration provides a *prima facie* presumption of validity. *Mid. American Title Co. v. Kirk*, 59 F.3d 719, 721 (7th Cir. 1995). Here, Plaintiff has alleged its ownership of the asserted Copyright Protected Image in its First Amended Complaint [Dkt. No. 13 at 9] and has supplied the Court with a summary of the registration issued by the United States Copyright Office [Dkt. No. 1-1].

In addition to the above, the unanswered requests for admission served on the Defendants further demonstrate Plaintiff's entitlement to entry of summary judgment on its copyright infringement claim for relief. (Mangano Decl. ¶¶ 6-7, Ex. A at 6-9.) Specifically, Plaintiff's propounded requests for admission have asked each of the Defendants to admit, at least, the following facts:

(1) that Plaintiff is the owner of the Copyright Protected Image asserted in this action; (2) that they have solicited and obtained purchases from the public through the unauthorized display of Plaintiff's Copyright Protected Image on the Platform; (3) that they copied or obtained Plaintiff's Copyright Protected Image directly from the company's website or through an unlicensed, unauthorized third party; and (4) that they performed no investigation as to whether the Copyright Protected Image were subject to any federal copyright registrations prior to being displayed on their online storefronts maintained on the Platform. (*See* Mangano Decl. ¶ 6, Ex A at 6-9, 13-14.)

The foregoing factual admissions, which are deemed conclusively established, demonstrate Plaintiff's ownership of the asserted Copyright Protected Image, and the Defendants' unauthorized display of same in offering products for sale through their online storefronts maintained on the Platform. As such, the Defendants' liability for infringement of Plaintiff's Copyright Protected Image is clearly and indisputably established. *See JWC Invs., Inc.*, 482 F.3d at 914. Accordingly, Plaintiff is entitled to entry of summary judgment pursuant to Rule 56 on its copyright infringement claim for relief asserted against the Defendants.

a. *Plaintiff is entitled to entry of a permanent injunction.*

Based on the Defendants' established infringement of Plaintiff's Copyright Protected Image, as argued above, the company is entitled to entry of a permanent injunction pursuant to 17 U.S.C. § 502(a). Plaintiff has previously demonstrated its entitlement to entry of temporary and preliminary injunctive relief in this action. [Dkt. Nos. 24, 43.] The Defendants' failure to respond to Plaintiff's requests for admission serve to only further solidify the Court's prior determinations and conclusively establishes the company's entitlement to permanent injunctive relief against these entities under 17 U.S.C. § 502(a). Accordingly, Plaintiff is entitled to entry of a permanent injunction against the Defendants based on their infringement of the Copyright Protected Image pursuant to Rule 56.

b. *Plaintiff is Entitled to Recover Statutory Damages.*

Next, Plaintiff asserts that it is entitled to recover statutory damages against the Defendants under 17 U.S.C. § 504(c)(1) for copyright infringement. As a threshold matter, this is an election of remedies granted to the plaintiff in a copyright infringement action. *See* 17 U.S.C. § 504(c)(1).

Here, Plaintiff elects to seek an award of statutory damages in the amount of \$5,000 per infringed Copyright Protected Image by the Defendants. This requested statutory damage award is justified by the reasonable settlement amounts agreed to by Plaintiff in multiple copyright

infringement actions commenced in this judicial district and the statutory damage awards authorized by other Courts in this judicial district. (Mangano Decl. ¶ 8.) The requested statutory damage award is also consistent with Plaintiff having conclusively established the Defendants' infringement of its Copyright Protected Image.

Finally, the Defendants' failure to respond to any of Plaintiff's propounded written discovery has deprived the company of its ability to meaningfully analyze its right to recover actual damages in this action, which further demonstrates its entitlement to recover statutory damages. *See White v. Marshall*, 771 F.Supp.2d 952, 956 (E.D. Wis. 2011); *see also Wondie v. Mekuria*, 742 F.Supp.2d 118, 124-25 (D.D.C. 2010); *Lifted Research Grp., Inc. v. Behdad, Inc.*, 591 F.Supp.2d 3, 8 (D.D.C. 2008). Simply put, under these circumstances, Plaintiff is essentially placed in the position of a party seeking entry of a default judgment without the benefit of meaningful infringing sales discovery. *Ibid.* Accordingly, Plaintiff respectfully requests an award of \$5,000 per infringement of the Copyright Protected Image as statutory damages against the Defendants pursuant to 17 U.S.C. § 504(c)(1). (Mangano Decl. ¶ 8, Ex. B, which is a table summarizing the statutory damages sought against the Defendants on a \$5,000 per infringement of each Copyright Protected Image by each Defendant.)

c. Plaintiff is entitled to enhanced damages for willful infringement.

Plaintiff additionally maintains that it is entitled to enhanced statutory damages against the Defendants based on their willful infringement of the Copyright Protected Image. In this regard, the Defendants' failure to respond to Plaintiff's propounded requests for admission establish the company's entitlement to such relief under 17 U.S.C. § 504(c)(2).

Specifically, the Defendants' failure to respond to the propounded requests for admission has conclusively established the following facts: (1) that they displayed the Copyright Protected Image without authorization to do so in offering products for sale on their online storefronts maintained

with the Platform; (2) that they did so without performing any investigation as to the right to display the Copyright Protected Image; and (3) that they have been accused of other acts of copyright infringement, trademark infringement, and unfair competition on the Platform and otherwise. (*See* Mangano Decl. ¶ 6, Ex. A at 13.)

These facts demonstrate a willful and intentional disregard for Plaintiff's federally registered rights in and to the Copyright Protected Image. Based on these circumstances, Plaintiff asks that the issued statutory damage award be trebled based on the Defendants' willful infringement of the Copyright Protected Image. Accordingly, Plaintiff requests the Court award enhanced damages of \$15,000 per infringement of each of the Copyright Protected Image by each Defendant. (Mangano Decl. ¶ 8, Ex. B, which is a table summarizing the statutory damages sought against the Defendants on a \$5,000 per infringement of each Copyright Protected Image together with the treble enhanced damages sought against each said Defendant for willful infringement.)

2. Plaintiff is Entitled to Entry of Summary Judgment for its Deceptive Trade Practices Claim.

Based on the foregoing admissions that have been conclusively established by the Defendants' failure to respond to Plaintiff's requests for admission, the Defendants are equally liable for violation of the Deceptive Trade Practices Act. [Dkt. No. 1 at 13.] Simply put, the Defendants should be found to have willfully violated Plaintiff's federally protected rights to exclusively display the Copyright Protected Image. Moreover, the Defendants have done so to promote the sale of knockoff and/or counterfeit goods to consumers in the State of Illinois by representing, through the unauthorized display of the Copyright Protected Image, that their products were authentic. Accordingly, the Defendants have conclusively committed acts that constitute a violation of the Deceptive Trade Practices Act, thereby entitling Plaintiff to entry of a permanent injunction and an award of attorneys' fees and costs under 815 ILCS § 510/3.

Granted, Plaintiff's Deceptive Trade Practices Act claim for relief is mostly duplicative if the Court grants summary judgment on its copyright infringement claim, enters permanent injunctive relief, and awards statutory damages against the Defendants. Nevertheless, the circumstances, at a minimum, warrant granting issuance of permanent injunctive relief and an award of attorneys' fees and costs for willful violation of the Deceptive Trade Practices Act under 815 ILCS § 510/3 as alternative grounds for such relief. Accordingly, the Court should enter summary judgment in Plaintiff's favor and against the Defendants on its Deceptive Trade Practices Act claim for relief.

IV. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests the Court grant summary judgment in its favor and against the Defendants on its copyright infringement and Deceptive Trade Practices claims for relief in addition to granting such other relief as it deems just and appropriate.

DATED: December 30, 2024

Respectfully submitted,

By: /s/ Shawn A. Mangano
Shawn A. Mangano (Bar No. 6299408)
BAYRAMOGLU LAW OFFICES LLC
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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of December 2024, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing (the “ECF”) system. Notice of this filing is provided to unrepresented parties for whom contact information is listed below and has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and a link to said website in the email provided by third party, AliExpress.

By: /s/ Shawn A. Mangano
Shawn A. Mangano (Bar No. 6299408)

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Case No. 1:24-cv-01705-JIC-BWJ

**HONORABLE JEFFREY I. CUMMINGS
MAGISTRATE BETH W. JANTZ**

PLAINTIFF'S STATEMENT OF UNDISPUTED FACTS

Plaintiff Hong Kong Leyuzhen Technology Co. Ltd. ("Plaintiff"), hereby submits the following Statement of Undisputed Facts and Conclusions of Law in Support of its Motion for Summary Judgment (the "Motion"), which is supported by the accompanying Declaration of Shawn A. Mangano, Esq. (the "Mangano Decl.") submitting in connection with Plaintiff's Motion:

1. There are no genuine issues of material fact that Plaintiff is the owner of the asserted Copyright Protected Images;
2. There are no genuine issues of material fact that the Court has specific personal jurisdiction over the Defendants;
3. There are no genuine issues of material fact that the Defendants have displayed the Copyrighted Protected Images without authorization in connection with the solicitation of purchases by the consuming public;

4. There are no genuine issues of material fact that the Defendants copied or obtained Plaintiff's Copyright Protected Images directly from the company's website or through an unlicensed, unauthorized third party; and

5. There are no genuine issues of material fact that the Defendants' infringement was committed without an investigation as to rights held by any other third parties, thereby warranting a finding of willful infringement of the asserted Copyright Protected Images.

Undisputed Fact No.	Description of Undisputed Fact	Evidentiary Support
1	Plaintiff is the owner of the asserted Copyright Protected Images	<i>See, e.g.</i> , Mangano Decl. ¶ 6, Ex. A at 6-7, 14-15; Dkt. No. 17-1, Ex. 1; Dkt. No. 24; Dkt. No. 43.
2	The Court has specific personal jurisdiction over the Solter Defendants	Mangano Decl. ¶ 6, Ex. A at 6-7, 14-15; Dkt. No. 24; Dkt. 43.
3	Defendants have displayed the Copyright Protected Images without authorization in connection with the solicitation of purchases by the consuming public	<i>See, e.g.</i> , Mangano Decl. ¶ 6, Ex. A at 6-9, 13-14, Dkt. No. 24; Dkt. No. 43.
4	Defendants copied or obtained Plaintiff's Copyright Protected Images directly from the company's website or through an unlicensed, unauthorized third party	<i>See, e.g.</i> , Mangano Decl. ¶ 6, Ex. A at 6-9, 13-14.
5	The Solter Defendants' infringement was committed without an investigation as to rights held by any other third parties	<i>See, e.g.</i> , Mangano Decl. ¶ 6, Ex. A at 6-9, 13-14.

DATED: December 30, 2024

Respectfully submitted,

By: /s/ Shawn A. Mangano

Shawn A. Mangano (Bar No. 6299408)

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of December 2024, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing (the “ECF”) system. Notice of this filing is provided to unrepresented parties for whom contact information is listed below and has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and a link to said website in the email provided by third party, AliExpress.

By: /s/ Shawn A. Mangano
Shawn A. Mangano (Bar No. 6299408)

**IN THE UNITED STATES DISTRICT COURT
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Plaintiff,

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IDENTIFIED IN SCHEDULE "A" HERETO,

Defendants.

Case No. 1:24-cv-01705-JIC-BWJ

**HONORABLE JEFFREY I. CUMMINGS
MAGISTRATE BETH W. JANTZ**

**DECLARATION OF SHAWN A. MANGANO IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

I, Shawn A. Mangano, of the City of Las Vegas, in the State of Nevada, declare as follows:

1. I am over the age of 18 years. I am an attorney at law, duly admitted to practice before the Courts of the State of Illinois and the United States District Court for the Northern District of Illinois. I am lead counsel for Plaintiff Hong Kong Leyuzhen Technology Co. Ltd. ("Plaintiff"). I make this declaration from my matters within my own knowledge unless stated otherwise.

2. Except as otherwise expressly stated to the contrary, this declaration is based upon my personal knowledge of the following facts and, if called as a witness, I could and would competently testify to the statements made herein.

3. I make this declaration in support of Plaintiff's Motion for Summary Judgment (the "Motion"), against the following Defendants:

//

///

Defendant No.	Seller's Name
1	Quanzhou Fengze District Yuanfei Electronic Commerce Co. Ltd. Dba 328 Store and Mutevole colore Store
2	Wuhan Jiangxia District Kai Yixiu Clothing Store Dba Africa Cloth Store and Africa Clothes Store
3	Shenzhen Kai Yixiu Clothing Co. Ltd. Dba African Clothes Store Store and Muslim Store
4	Quanzhou weiweiwei Electronic Technology Co. Ltd. Dba 588 Pink 588 FF Store and body777 Store and undefined kar dashian Store
5	Guangzhou snare Ecommerce Co., Ltd. Aimsnug Inc. Store
6	Guangzhou Zhangfang Chuan Trading Co. Ltd. AJ Clothes Store
7	Glens Technology (Shenzhen) Co., Ltd. Dba All Clothes Dropshiping Women Men Kids etc Store and Grown Up Girl Store
8	Guangzhou Feirui Fan Trading Co. Ltd. 8lana Store, and Everything in your hearts becomes everything you wants dropshipping Store and Women's and Men's Clothes Jewelry-Watch Accessories Wholesale- Dropshipping Store
9	Shenzhen Qianhai Haiyi Industrial Co. Ltd. dba aimaimai Store, and AK Clothes Store, and Art Life drop shipping Store, and Catrina K Store, and Fashion-Hot-new-Unique- World Peace-Never give up Store, and Jie"s Drop shipping Store, and Lyonian Store and Welove Drop shipping Store
10	Xiamen Xunjie Cheng Electronic Commerce Co. Ltd. dba Aim ee Store
11	Shenzhen Ofika Technology Co., Ltd. ALL TO BUY Store and Stylish-Wardrobe Store
12	Guangzhou feizhan dream Trading Co., LTD Dba All year round Store and Fabian Store
13	Shenzhen Aoersheng Technology Co., Ltd. dba Alsion Store, Aoesun Store, and Aorsin Store and Shopfull Store

Defendant No.	Seller's Name
14	Anqing didn't look at ecommerce CO., Ltd. Dba Angel Celebrity Store and Rain Miss Store
17	Shenzhen Qianhao Import & Export Co., Ltd. Apper Store and YOLOY Store
18	Shenzhen Yingtai Technology Co. Ltd. Dba AQ Clothes Store and RBy Dropshipping Store
19	Shenzhen Ouzhan Technology Co., Ltd. Dba Attachment FZ Store and Beautiful costume Store
20	Shenzhen Art Pi Technology Co., Ltd. Aure Store
21	Shenzhen Jieyao Technology Co., Ltd. BabYoung Clothing 4th Store
22	Shenzhen autumn whisper Technology Co., LTD Dba BBAG-World Store and Fashion Topic
23	Guangzhou Aoliji Trading Co., Ltd. Bead jewelrys Store, and HI RENAISSANCE Store, and RyansWatch Store
24	Shenzhen Lanshi Network Technology Co. Dba Beautiful 7 Store and Eternal Esther Store, and IJewelry Store, and Majakas Store and Yoo HERE Store
25	Shenzhen Tianyin Industrial Co., Ltd. Belleyoo Store, and Fanbety dropshipping Store, and Lipswag Beachwear Store
26	Changsha Ran Jiuju Trading Co., Ltd. Beyw Personality Store, and FashionShow Store, and INSTYLE Store and Lily Cheap Clothing Store
27	Shenzhen Yunzhu Trading Co Ltd BL Global Store and King's Jewelry
28	Shenzhen Yushangxi Technology Co., Ltd. Black Windfall Store
29	Qingyuan Yishuo Auto Parts Co., Ltd. BOBO Xuan Store
30	Guangzhou Zhangfang CHuan Trading Co., Ltd. Boom Shaka laka. Store
31	Shenzhen Honglichang Household Products Co., Ltd. Boutique Clothes Store
32	Shenzhen Suyingte Trading Co., Ltd. Carlapas Official Store and Fansumgo Official Store

Defendant No.	Seller's Name
33	Shenzhen He Jiasheng Trading Co., Ltd. Dba Chamliforve Africa Clothes and Chamliforve Official Store
34	Shenzhen Medea Technology Co. Ltd. Dba Chic Beauties and Smiling Girls's Store
36	Changsha Wangcheng District Shengyi Ecommerce Business Department Costume Land Store
37	Putian Kuangxiao Trading Co., Ltd. CTYSTION Store and MUSBEMA Store and VACATION BIKINI Store
38	Shenzhen Cai Network Technology Co. Ltd. Dba Curve Girl Store and Shop912222134 Store
39	Suzhou Xunqian Female Trading Co., Ltd. D And T Shopping Store
40	Yueyang HUAQIU Trade Co Ltd daxiyee swimsuit Store
41	Quanzhou Yuyu Yongying Trading Co., Ltd. Different Beauty Store
43	Guangzhou Anresen Trading Co., Ltd. DLW Store and Fashion Women Garment Store and Jifenguuu Store
44	Shenzhen Qingman Clothing Co., Ltd. Do Crush Store
45	Shenzhen Meishan Yan Trading Co., Ltd. DollSex Store
46	Shenzhen Dongxin Trading Co., Ltd dongbo Store
47	Shangrao Mumufeng Clothing Co., Ltd. Dress Jasmine Flower Store
48	Shenzhen Baixe Saile Trading Co., Ltd. Droppshipping Factory Wholesale Store
49	Shenzhen Dianyu Garment Co., Ltd Dropshipping Choice Store
50	Shenzhen Blue Valley Network Technology Co., Ltd. Dropshipping Shenzhen China Clothes Store
51	Qianshan County Ye Yin Electronic Commerce Co., Ltd. Easttorch2 Store
52	Wuhan Yuqing Chen Trading Co., Ltd. Ethic Store, KYshower Store, and Party Queens Store

Defendant No.	Seller's Name
53	Shenzhen Poseidon Technology Co., Ltd. Exquisite Watch Boutique Store
54	Figure to Electronic Technology (Shenzhen) Co., Ltd. Faceless Serendipity Store
55	Shenzhen Yunzhu Trading Co Ltd Factory Cheap TopSale Store
56	Shenzhen Jiyuge Technology Co., Ltd. Dba Fancy Clothing Store and StarClothing Store
57	Changsha Dianao Trading Co., Ltd. Fashion Color Clothing and MSLL Store and WELOVE GOOD Store
58	Guangzhou Yuanzhen Shuo Trading Co., Ltd. Dba Fashion Stylish Clothes Store and Pretty Clothes Store
59	Guangzhou Osubao Trading Co., Ltd. Fashion-clothing Women Bag Dropshipping Store Store
60	Shenzhen Sikefan Electronics Co. Fate Store
61	Meizhou Anle Technology Development Co., Ltd. Faxion Store and Loive Store
62	Guangzhou Dehengtong Electronic Commerce Co., Ltd. Fionago Apparel Store
63	Fuzhou China Decoration Association Trading Co., Ltd. FRECKANGE lucygirl Store
64	Haikou Youweiqi Department Store (sole proprietorship) Free Sunshine Girl Store
65	Guangzhou Maolong Trading Co., Ltd. Funny Mask Store
66	Shenzhen Talos Network Technology Co., Ltd. Gift Options Store and Yutong's Fashion Jewelry
67	Guangzhou ShengBen Trading Co., Ltd. Godsend Store and Masks Drop Shipping Store
68	Shenzhen singularity legend Trading Co., Ltd. Green Thames Store
69	Dongguan Seabird Electronic Commerce Co., Ltd. HaiN Beautiful Store
70	Runwu Silent (Shenzhen) Technology Co., Ltd. Dba Heavy Discount Clothes Store and RE Wearing Store
72	Shenzhen Anda New Trade Co., Ltd. Dba Hey Baby Dropshipping Store and See you 99 Store

Defendant No.	Seller's Name
73	Shenzhen Dog Brother Century Trading Co., Ltd. Hi 1988 Store
74	Guangzhou Xinmiao Crossborder E-Commerce Co., Ltd. Hi Sexy Girl Store
75	Zhenping Huajuan Trading Co., Ltd. HUAJUANER DISCOUNT Store
76	Shenzhen Falaiwang Technology Co., Ltd. Hundred clothes and parkings Store and Zokay Jewellery Accessories Store
77	Zhuzhou Chengyue Garment TradeCo., Ltd. HZDOK Store
78	Shenzhen Pulilian Electronic Commerce Co., Ltd. HZZ Going Store and Z-H-H Store
79	SHENZHEN YIPING CLOUD CO., LTD imperialgard Store
80	SHENZHEN NEXINDA STATIONARY CO., LTD Isanako shopping store Store
81	Light Luxury Trading Film, Hunjiang District, Putian City ITMEEK Store
82	Shenzhen SenBaina Technology Co., Ltd. IUned Leisure Store
83	Shenzhen Bora Technology Co., Ltd. Jamesifashion Store
84	Guangzhou barley Trading Co Ltd Jeka Matrine Store
85	Shenzhen Kaifa Chang Export Trade Co., Ltd. JEKKI Clothes Store
86	Lianxi District Futuo Department Store JFR Dropshipping Store Store and Starry Lady Store
87	Shenzhen Bangdai Technology Co., Ltd. JUCLEO Official Store, and KITUP Official Store and EHUIRO Store
88	Shenzhen multiverse Technology Co Ltd Db a Katherine Shopping Store and our-love Store
89	Shenzhen Orion Network Technology Co., Ltd. Kidsgarden Store
90	Guangzhou Lian Nashuo Trading Co., Ltd. Db a Lady Call Clothes Store and To Be Male Universe Clothing Store
91	Tangshan Lanmu Network Technology Co., Ltd. LANMU Clothing Store
92	XIAMEN SNOWSING TECHNOLOGY CO., LTD Lanxirui Super baby Store

Defendant No.	Seller's Name
93	Putian qiluizhou Trading Co., Ltd. Le Beidou Store
94	Xuchang Lewo Trading Co., Ltd. Lewo Swimsuit Store
95	Shenzhen Tianyu Technology Co., Ltd. lian Jewel Store and Minimalist kk Store
96	Guanzhou Light and Shadow Technology Co., Ltd. LISA 123 Store and U-Nice Store
97	Wuhan Qilanxuan Clothing Co., Ltd. Shop3058045 Store and Shop5584136 Store and Shop5800592 Store
98	Pucheng County Lehu Home Store LOVE GIRL Store
99	Dongguan Chengyi Trading Co., Ltd. LSFJLYDLYQW YI CHU Store
100	Shenzhen Baoan District Petals in Clothing Factory Luckyyy Store
101	Shenzhen Tao Wenhui Ecommerce Co., Ltd Madam Store
102	Anxi Yangfa Advertising Co., Ltd. YAFa Madam Store
103	Hanyang Whispering Costume Studio (Individual Business) Manberk Store
104	Xuan Feng (Xiamen) Technology Co., Ltd. Maple Leaf Diary Store
105	Figure to Electronic Technology (Shenzhen) Co., Ltd. May your way Store
106	Suzhou Huamao Shitong trading Co., Ltd. MiFaly Store
107	Shenzhen Yideyi Electronics Co., Ltd. Mila's Clothes outlet Store and PURPLE PINK Store
108	Dongguan Sumai Trading Co., Ltd. MISSJOY Store, and OTEN Store, and Shop907660 Store
109	Shenzhen Pontos Technology Co., Ltd. Modern life-store Store
110	Tangyin Zhuchujing Trading Co., Ltd. DbA MOOVOOK Factory Store and Shop1102602785 Store
111	Shangrao Yuanchuang Clothing Co., Ltd. Motorcycle Racing Dropshipping Store

Defendant No.	Seller's Name
112	Shenzhen Dilongkang Electronic Commerce Co., Ltd. Newly Dropship Store
113	Shenzhen Tianweida Jewelry Co., Ltd. Newly Store and NO1 Trend Store
114	FOSHAN MELITT TRADING CO., LTD NOMISSMORE Again Store
116	Li Jin (Hainan) Network Technology Co., Ltd. Pdada Store
117	Fuzhou Mango Times Network Technology Co., Ltd Dba PLUS SIZE BIKINI Store and SEABBBOT Store
118	Putian Fengmian Trading Co., Ltd Dba PlusSizeClothes Store and StyleDesign Women Store
119	Putian Qinye Information Technology Co., Ltd. Dba READY STOCK SWIMSUIT Store, and A Promise Clothes Store
120	SHENZHEN YIXINDA TRADING CO., LTD Risbrdfly Official Store
121	Taiyuan rate Wen drunk Trading Co., Ltd. Ruuhee Sexy Store
122	Shenzhen Ruineng Business Co., Ltd. RyansClothing Store
123	Guangzhou Spin Bird Trading Co., Ltd. Sakazy Store
124	Ankang Lisi Clothing Co., Ltd. Seaside Chic Store
125	Shenzhen Kaihan Technology Co., Ltd See you in the clothes Store
126	Hangzhou Yilan Electronic Commerce Co., Ltd. Selenanone Store and Shop911775450 Store
127	Quanzhou Gusheng Trading Co., Ltd. Septduck A Store
128	Quanzhou Fanmang Trading Co., Ltd. Septduck AI Store
129	Quanzhou Yongchun Yuxin Trading Co., Ltd. Septduck Store
130	Dongshan Shijun Electric Appliance Store, Maitrya City Sexy baby. Store
131	Huludao City Longgang District Meinuo Trading Co., Ltd. SEXY SWIMSUIT SHOP Store and Your Swimsuit Shop Store

Defendant No.	Seller's Name
132	Guangzhou Yuanfengqing Trading Co., Ltd. Dba SHEREAL Store, and Shop1102152339 Store, and Shop1102152341 Store
133	Guangzhou Xiang Xiaolong Technology Co., Ltd Shop1100081103 Store
134	Guangzhou Tianhe Kangchan Trading Co., Ltd. Shop1100083360 Store
135	Guangzhou Petals in Biological Technology Co., Ltd Shop1102088166 Store
136	Xingcheng Hongfan Garment Factory Shop1102099057 Store
137	WUHAN ZUYING ELECTRONIC COMMERCE CO., LTD Shop1102110706 Store
138	Putian Taolang Information Technology Co., Ltd. Shop1102154759 Store
139	Quanzhou Yuyang Trade Co., Ltd. Shop1102311134 Store
140	Qionghai City Multi-Mei Information Technology Co., Ltd. Dba Shop1102375721 Store, Shop1102406193 Store, and Shop1102409146 Store
141	Lichuan Aikerui Trading Co., Ltd. Dba Shop1102377123 Store and Shop1102672372 Store
142	Maitreya City Department Store Yesterday Shop1102412787 Store and Beautiful Gril Clothes Store
143	Changsha Songhao Electronic Commerce Co., Ltd. Shop1102516347 Store
144	Shenzhen Hai Le Zi Technology Co., Ltd Shop1102534090 Store
145	Dongguan Dalingshan Manyingduo Department Store Shop1102702004 Store
146	Shenzhen Cao Fei Feng Trading Co., Ltd Shop1102723193 Store
147	Xiamen Clothing Shangying Industry and Trade Co., Ltd. Shop1102810467 Store
148	Nanan Xiu Yin Trading Co., Ltd. Shop1102813342 Store
149	SHENZHEN SAINT HERA TECHNOLOGY CO., LTD Shop1102822075 Store

Defendant No.	Seller's Name
150	Guangzhou Zhiyu Network Technology Co., Ltd. Shop1102826215 Store and Shop1102937448 Store
151	Shenzhen Kaize Undergraduate Technology Co., Ltd. Shop1102893280 Store
152	Yangjiang Hajingchuang Industry and Trade Co., Ltd. Shop1102895168 Store
153	Changsha mokasi Trading Co Ltd Shop1102938617 Store
154	Wuhu Jiabaole Electronic Co., Ltd. Shop1102994137 Store
155	Guangzhou Hengmei Garment Co., Ltd Shop1103009240 Store
156	Hefei Chuonghong Electronic Commerce Co., Ltd. Shop1103043221 Store
157	Qianshan County Changheng Electronic Commerce Co., Ltd. Shop1103082687 Store
158	Haikou Jinka Department Store (Individual Sole Proprietorship) Shop1103128638 Store
159	Shenzhen Weilixing Technology Co., Ltd Shop1103132684 Store and Shop1103151267 Store
160	Hengshui Huatai Garment Co., Ltd Shop1103173028 Store
161	Wuhan Tengwei Trading Co., Ltd Shop1103203759 Store
162	Putian Chengxiang District Tijue Trading Co., Ltd. Shop1103208135 Store
163	Qianshan County Hanni Electronic Commerce Co., Ltd. Shop1103257013 Store
164	Bean Clothing Store, Bangshan Town, Longhai District, Zhangzhou City Shop1103274532 Store
165	Shenzhen Jue Guan Trading Co., Ltd. Shop1103278392 Store
166	Haikou Ruixuan Technology Co., Ltd. Shop110331 1171 Store
167	Guangzhou Unlimited Electronic Commerce Co., Ltd. Shop1103334747 Store
168	Shangrao Xingxiu Clothing Co., Ltd. Shop1103338415 Store and Shop1103338421 Store
169	Changsha Quan Ben Electronic Commerce Co., Ltd. Shop1103376367 Store
170	Huludao Longgang District Jiulin Trading Co., Ltd. Shop110--LTA--YY1 Store

Defendant No.	Seller's Name
171	Wuhan Yingfeng Gradual Width Garment Co., Ltd. LLYY beach Store and YinglingGuo Store and ZYLL Store
172	Shenzhen Chengkeyu Technology Co. Shop4428033 Store
173	Wuhan Jianxia District Kai Yi Show Clothing Store Shop4630034 Store and Shop4658076 Store and Shop4663003 Store
174	Zhangzhou Feiruiya Trading Co., Ltd. Shop5248122 Store
175	Foshan Parissa Trading Co., Ltd. Shop5368339 Store
176	SHENZHEN FLEN TRADING CO., LTD Shop5746041 Store
177	Wuhan Jiangan District Bo. Xiu Clothing Business Department Shop58300032 Store Store
178	Longhai City Bangshan Alice Clothing Firm Shop910445134 Store and Shop910565118 Store
179	Linyi Youjin Trading Co., Ltd. Shop911186049 Store and Vinson Tomorrow Store
180	Quanzhou Yuequ Trading Co., Ltd. Shop911227113 Store
181	Quanzhou Oufu Clothing Co., Ltd Shop911824203 Store
182	Jinshan Wensilong Garment Firm, Cangshan District, Fuzhou City SL-TX22 Store
184	Shenzhen Ant League Electronic Commerce Co., Ltd. Third Degree Girl Store
185	Guangzhou Beilei Commodity Co., Ltd Todays - Apparel Store
186	Wuhan Zhuzhi Mei Trading Co., Ltd Tsukimi 001 Store
187	Yiwu Chuyu Electronic Commerce Co., Ltd VigoBreviya Official Store and VigoCasey Official Store
189	Maitreya Xinyu Electrical Store Women's Diary Store
190	Anxi County, Fujian Province Yangfa Tea Industry Co., Ltd. YaFa Woman Store
191	Shenzhen Chenqianjin Electronics Co., Ltd. YEHLBU Store
192	Guangzhou Haofan Electronic Commerce Co., Ltd YY DO Store
193	Quanzhou Baidi Trading Co., Ltd. ZANEW Bag Store

Defendant No.	Seller's Name
194	Shenzhen Puliandi Electronic Commerce Co., Ltd. ZH1110 Store
195	Shijiazhuang Xiula Trading Co., Ltd. zhengzheng Store
196	Shenzhen Anxian Trading Co., Ltd ZWEMPAK Official Store
197	Guangzhou Miaoncui Trading Co., Ltd. One And Only Fashion Store
198	Guangzhou Hangzhihuan Trading Co., Ltd. Outdoor fishing gear supplies Store
199	Longhai Alice Trading Co Ltd PLSIF Welove Store
200	Shenzhen Shenmeida Clothing Co., Ltd.. Rachel's Clothes Store

(collectively referred to as the “Defendants”).

4. I hereby certify that Plaintiff’s asserted claims for relief in this action involve the intentional, willful infringement of the following one (1) federally registered copyright protected image: (1) VA0002379888 (the “Copyright Protected Image”).

5. As alleged in the Complaint, the Defendants have displayed, without authorization, the Copyright Protected Image on the Aliexpress.com online sales platform (the “Platform”) to market and sell knockoff, counterfeit products resembling Plaintiff’s authentic Rotita brand products through their online stores (the “Online Stores”), thereby deceiving public consumers as to the quality, nature, and source of goods being purchased.

6. On October 23, 2024, Plaintiff served the Defendants with its First Set of Requests for Admissions pursuant to Rule 36 of the Federal Rules of Civil Procedure (the “Requests for Admission”). Also included with Plaintiff’s service of the Requests for Admission were Requests for Production of Documents pursuant to Rule 34 of the Federal Rules of Civil Procedure (the “Requests for Production”). A true and correct copy of Plaintiff’s counsel’s service email on

October 23, 2024, which includes copies of the Requests for Admission but has omitted copies of the Requests for Production to streamline this submission, is attached as **Exhibit A**.

7. The Defendants' responses were due on or before November 25, 2024. Defendants failed to respond to Plaintiff's Requests for Admission and its Requests for Production as required. In fact, as of the filing of this Motion, none of the Defendants have responded to Plaintiff's propounded requests for admission or requests for production of documents. Moreover, absolutely no communications have been received from the Defendants concerning Plaintiff's written discovery requests. As such, the Defendants are deemed to have admitted each of the Requests for Admission. *See* Fed.R.Civ.P. 36(a)(3). Quite simply, Defendants have apparently elected to hide behind the shield of the Platform, which has routinely refused to produce sales information, challenged the merits of this Court's TRO and preliminary injunction, and that is well-known to refuse enforcement of default judgment orders entered by United States Federal District Courts

8. Plaintiff elects to seek an award of statutory damages in the amount of \$5,000 per infringed Copyright Protected Image by the Defendants. This requested statutory damage award is justified by the reasonable settlement amounts agreed to by Plaintiff in multiple copyright infringement actions commenced in this judicial district and the statutory damage awards authorized by other Courts in this judicial district, which currently includes those issued by Judge Matthew F. Kennelly (Case No. 1:24-cv-02939, Dkt. No. 154), Judge Jeremy C. Daniel (Case No. 1:24-cv-01652, Dkt. No. 75), and Judge Martha M. Pacold (Case No. 1:24-cv-03210, Dkt. No. 100). Plaintiff additionally requests that the award of \$5,000 per infringed Copyright Protected Image be trebled to \$15,000 for each such infringement based on the Defendants admitted willful infringement of said Copyright Protected Image, which is confirmed and established based upon the Defendants' admitted responses to the Requests for Admission propounded by Plaintiff to

which no responses were received. Attached as **Exhibit B** is a table summarizing the statutory damages sought against the Defendants on a \$5,000 per infringement of each Copyright Protected Image with treble enhanced damages sought against each said Defendant for willful infringement.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: December 30, 2024

Respectfully submitted,

By: /s/ Shawn A. Mangano

Shawn A. Mangano (Bar No. 6299408)

BAYRAMOGLU LAW OFFICES LLC

1540 West Warm Springs Road Ste. 100

Henderson, NV 89014

Tel: (702) 462-5973 | Fax: (702) 553-3404

shawnmangano@bayramoglu-legal.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of December 2024, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing (the “ECF”) system. Notice of this filing is provided to unrepresented parties for whom contact information is listed below and has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and a link to said website in the email provided by third party, AliExpress.

By: /s/ Shawn A. Mangano
Shawn A. Mangano (Bar No. 6299408)

EXHIBIT A



E-SERVICE DISCOVERY REQUESTS: Case No. 1:24-cv-01705; XYZ Corp. v. The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule "A" Hereto

From Elizabeth Cummings <elizabeth@bayramoglu-legal.com>
Date Wed 10/23/2024 7:31 PM
To BLO copyright <copyrightR@bayramoglu-legal.com>
Cc Litigation <litigation@bayramoglu-legal.com>

2 attachments (770 KB)

20241023 Plaintiff's First Set of RFPs to Defendants [ALIEX1].pdf; 20241023 Plaintiff's First Set of RFAs to Defendants [ALIEX1].pdf;

TO WHOM IT MAY CONCERN:

We represent Plaintiff in the above-referenced case filed in the United States District Court for the Northern District of Illinois, Eastern Division. We are writing because you have been named as a Defendant in this case.

PLEASE TAKE NOTICE that you are hereby electronically served Plaintiff's First Set of Requests for Admissions and Plaintiff's First Set of Requests for Production of Documents. **PLEASE TAKE FURTHER NOTICE** that your response to these requests are *due in thirty days*, on or before **November 22, 2024**. FAILURE TO RESPOND may result in the Requests being deemed admitted.

You may also find case related documents at the following [LINK](#).

Please contact our office at copyrightR@bayramoglu-legal.com immediately to discuss settlement terms and conditions.

Very truly yours,
Elizabeth

ELIZABETH
CUMMINGS, CP



Certified Paralegal

Bayramoglu Law

Qualified by the National Association of Legal Assistants to provide CP® (certified paralegal) services

1540 West Warm Springs Road, Suite 100,
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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED IN SCHEDULE
“A” HERETO,

Defendants.

Case No.: 1:24-cv-01705-JIC-BWJ

**PLAINTIFF HONG KONG LEYUZHEN
TECHNOLOGY CO. LIMITED’S FIRST
SET OF REQUESTS FOR ADMISSIONS
TO DEFENDANTS**

Honorable Jeffrey I Cummings
Magistrate Judge Beth W. Jantz

Pursuant to Federal Rules of Civil Procedure 36, Plaintiff Hong Kong Leyuzhen Technology Co. Limited (“Plaintiff”), by and through its counsel, Bayramoglu Law Offices LLC, hereby request that Defendants (“Defendants”) in the above-captioned matter admit or deny the information set forth in the following Requests for Admission (the “Requests”). Defendant must respond to these Requests within thirty (30) days after service. Defendant is required to respond individually and separately admit or deny every Request for Admission by serving its responses to Bayramoglu Law Offices, LLC, 1540 West Warm Springs Road, Suite 100, Henderson, Nevada 89014, with a courtesy copy via email to Shawn Mangano at shawnmangano@bayramoglu-legal.com and a courtesy copy to litigation@bayramoglu-legal.com or another location agreed to by the parties. When responding to the Requests, please refer to the Definitions and Instructions that follow:

DEFINITIONS

1. “Action” shall mean Case No. 1:24-cv-01705 pending before the United States District Court for the Northern District of Illinois, Eastern Division.
2. “Communication” means the transmission of information in any form, between two or more persons, including, without limitation, written, oral, or electronic transmissions.
3. “Defendant”, “You”, and/or “Your” shall mean the Schedule “A” Defendant, whether operating through a corporate entity, partnership, association, individually, or otherwise.
4. The “Work” or “Works” shall mean the copyright protected image or images covered by the following Registration Number(s): VA0002379888.
5. “Storefront” shall mean the online storefront or storefronts operated by You on the Alibaba online sales platform.
6. The “Platform” shall mean the Aliexpress online sales platform on which the Storefront was being operated.
7. “Referring to”, “Refer”, “Relate” or “Relating to” means consisting of, referring to, reflecting, concerning, or being in any way logically or factually connected with the matter discussed.
8. “Sales Information” shall mean all sales data relating to any product sold by You that displayed one or more Works on the Storefront, which shall expressly include sales data for all colors, patterns, sizes, and sales identification numbers such as SKUs and ASINs.
9. “TRO” shall mean the Temporary Restraining Order entered in this Action on May 31, 2024 [Dkt. No. 24].
10. These Requests require You to admit or deny based on all information within You knowledge, custody, or control or within the knowledge, custody, or control of Your employees,

predecessors, successors, parents, subsidiaries, divisions, affiliates, partners, joint ventures, brokers, accountants, financial advisors, representatives, and agents or other persons acting on Your behalf, without regard to the physical location of those Document(s).

11. These Requests are continuing in nature. *See* Fed. R. Civ. P. 26(e). With respect to any of the following Requests or portions that Defendant, after answering, acquires additional knowledge or information, Defendant must serve upon Plaintiff amended or supplemental responses.

12. Pursuant to the Federal Rules of Civil Procedure and related, controlling case law, You must preserve or cause to be preserved, all records, Documents, and Electronically Stored Information (including, but not limited to, computer data) related to this Action.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit that You are not the sole owner of the Storefront.

RESPONSE NO. 1:

REQUEST FOR ADMISSION NO. 2:

Admit that the Storefront is owned by You.

RESPONSE NO. 2:

REQUEST FOR ADMISSION NO. 3:

Admit that there are no other owners of the Storefront.

RESPONSE NO. 3:

REQUEST FOR ADMISSION NO. 4:

Admit that You only operate one Storefront on the Platform.

RESPONSE NO. 4:

REQUEST FOR ADMISSION NO. 5:

Admit that You acquired a Work owned by Plaintiff without authorization to do so.

RESPONSE NO. 5:

REQUEST FOR ADMISSION NO. 6:

Admit that You acquired a Work owned by Plaintiff without authorization to do so.

RESPONSE NO. 6:

REQUEST FOR ADMISSION NO. 7:

Admit the Storefront acquired the Work owned by Plaintiff without authorization to do so.

RESPONSE NO. 7:

REQUEST FOR ADMISSION NO. 8:

Admit that You do not have a license from Plaintiff to display the Work.

RESPONSE NO. 8:

REQUEST FOR ADMISSION NO. 9:

Admit the Storefront does not have a license from Plaintiff to display the Work.

RESPONSE NO. 9:

REQUEST FOR ADMISSION NO. 10:

Admit that You displayed a Work owned by Plaintiff without authorization to do so.

RESPONSE NO. 10:

REQUEST FOR ADMISSION NO. 11:

Admit the Storefront displayed the Work owned by Plaintiff without authorization to do so.

RESPONSE NO. 11:

REQUEST FOR ADMISSION NO. 12:

Admit that You displayed a Work owned by Plaintiff without authorization to do so on the Storefront.

RESPONSE NO. 12:

REQUEST FOR ADMISSION NO. 13:

Admit that You solicited purchases of certain products associated with the Storefront from members of the public.

RESPONSE NO. 13:

REQUEST FOR ADMISSION NO. 14:

Admit that You solicited purchases of certain products associated with the Storefront from members of the public by displaying a Work owned by Plaintiff without authorization to do so.

RESPONSE NO. 14:

REQUEST FOR ADMISSION NO. 15:

Admit that You secured purchases of certain products associated with the Storefront from members of the public.

RESPONSE NO. 15:

REQUEST FOR ADMISSION NO. 16:

Admit that You secured purchases of certain products associated with the Storefront from members of the public by displaying a Work owned by Plaintiff without authorization to do so.

RESPONSE NO. 16:

REQUEST FOR ADMISSION NO. 17:

Admit You have shipped products to the United States

RESPONSE NO. 17:

REQUEST FOR ADMISSION NO. 18:

Admit You have shipped products to the United States that were purchased from the Storefront.

RESPONSE NO. 18:

REQUEST FOR ADMISSION NO. 19:

Admit that You have shipped products to the United States that were purchases from the Storefront using the unauthorized display of a Work owned by Plaintiff.

RESPONSE NO. 19:

REQUEST FOR ADMISSION NO. 20:

Admit that You copied the Work from Plaintiff's Website without authorization to do so.

RESPONSE NO. 20:

REQUEST FOR ADMISSION NO. 21:

Admit that You copied the Work from Plaintiff's Website without a license to do so.

RESPONSE NO. 21:

REQUEST FOR ADMISSION NO. 22:

Admit that You obtained a copy of the Work from a third-party.

RESPONSE NO. 22:

REQUEST FOR ADMISSION NO. 23:

Admit that You obtained a copy of the Work from a third-party not authorized by Plaintiff to do so.

RESPONSE NO. 23:

REQUEST FOR ADMISSION NO. 24:

Admit that You obtained a copy of the Work from a third-party not granted a license by Plaintiff to do so.

RESPONSE NO. 24:

REQUEST FOR ADMISSION NO. 25:

Admit that You did not inquire whether any third-party providing the Work to You was authorized by Plaintiff to do so.

RESPONSE NO. 25:

REQUEST FOR ADMISSION NO. 26:

Admit that You did not inquire whether any third-party providing the Work to you was licensed by Plaintiff to do so.

RESPONSE NO. 26:

REQUEST FOR ADMISSION NO. 27:

Admit Plaintiff is the owner of the Work.

RESPONSE NO. 27:

REQUEST FOR ADMISSION NO. 28:

Admit Plaintiff is the registered owner of the Work with the United States Copyright Office.

RESPONSE NO. 28:

REQUEST FOR ADMISSION NO. 29:

Admit the Work is the subject of a federal copyright registration by the United States Copyright Office.

RESPONSE NO. 29:

REQUEST FOR ADMISSION NO. 30:

Admit that You have been accused of other acts of copyright infringement.

RESPONSE NO. 30:

REQUEST FOR ADMISSION NO. 31:

Admit that You have been accused of other acts of trademark infringement.

RESPONSE NO. 31:

REQUEST FOR ADMISSION NO. 32:

Admit that You have been Accused of other unfair competition.

RESPONSE NO. 32:

REQUEST FOR ADMISSION NO. 33:

Admit the Storefront has been accused of other acts of copyright infringement.

RESPONSE NO. 33:

REQUEST FOR ADMISSION NO. 34:

Admit the Storefront has been accused of other acts of trademark infringement.

RESPONSE NO. 34:

REQUEST FOR ADMISSION NO. 35:

Admit the Storefront has been accused of other acts of unfair competition.

RESPONSE NO. 35:

REQUEST FOR ADMISSION NO. 36:

Admit You have been the subject of at least one complaint filed with the Platform aside from this Action.

RESPONSE NO. 36:

REQUEST FOR ADMISSION NO. 37:

Admit You have been the subject of at least one complaint filed with the Platform for copyright infringement aside from this Action.

RESPONSE NO. 37:

REQUEST FOR ADMISSION NO. 38:

Admit You have been the subject of at least one complaint filed with the Platform for trademark infringement aside from this Action.

RESPONSE NO. 38:

REQUEST FOR ADMISSION NO. 39:

Admit You have been the subject of at least one complaint filed with the Platform for unfair competition aside from this Action.

RESPONSE NO. 39:

REQUEST FOR ADMISSION NO. 40:

Admit that You include the term “Rotita” in the Search Engine Optimization criteria with the Platform for the Storefront.

RESPONSE NO. 40:

REQUEST FOR ADMISSION NO. 41:

Admit that You include the term “Rotita” in the Search Engine Optimization criteria with the Platform for the Storefront funnel potential customers to the Storefront.

RESPONSE NO. 41:

REQUEST FOR ADMISSION NO. 42:

Admit that You do not hold any license rights granted by Plaintiff.

RESPONSE NO. 42:

REQUEST FOR ADMISSION NO43:

Admit that You have not been granted any authorization by Plaintiff concerning any copyright protected Work owned by Plaintiff.

RESPONSE NO. 43:

REQUEST FOR ADMISSION NO. 44:

Admit the Storefront does not hold any license rights granted by Plaintiff.

RESPONSE NO. 44:

REQUEST FOR ADMISSION NO. 45:

Admit the Storefront has not been granted any authorization by Plaintiff concerning any copyright protected Work owned by Plaintiff.

RESPONSE NO. 45:

REQUEST FOR ADMISSION NO. 46:

Admit that You did not investigate whether any third-party held any intellectual property rights related to the Work before displaying it on the Storefront.

RESPONSE NO. 46:

REQUEST FOR ADMISSION NO. 47:

Admit that You have acted in concert with one or more of the other named Schedule “A” Defendants in this Action to secure one or more digital image that is a Work or Work owned by Plaintiff.

RESPONSE NO. 47:

REQUEST FOR ADMISSION NO. 48:

Admit that You have acted in concert with one or more of the other named Schedule “A” Defendants in this Action to sell products on the Platform using one or more digital image that is a Work or Work owned by Plaintiff.

RESPONSE NO. 48:

REQUEST FOR ADMISSION NO. 49:

Admit that You have acted in concert with the one or more of the other named Schedule “A” Defendants in this Action.

RESPONSE NO. 49:

REQUEST FOR ADMISSION NO. 50:

Admit that You did not investigate whether any third-party held any federal copyrights registration issued by the United States Copyright Office related to the Work before displaying it on the Storefront.

RESPONSE NO. 50:

REQUEST FOR ADMISSION NO. 51:

Admit that You did not investigate whether any third-party held any federal trademark registrations issued by the United States Patent and Trademark Office related to the Work before displaying it on the Storefront.

RESPONSE NO. 51:

REQUEST FOR ADMISSION NO. 52:

Admit that You have sold products through the Storefront to the State of Illinois?

RESPONSE NO. 52:

REQUEST FOR ADMISSION NO. 53:

Admit that You have sold products through the Storefront using a Work owned by Plaintiff to the State of Illinois.

RESPONSE NO. 53:

Date: October 23, 2024

Respectfully submitted,

By: Shawn A. Mangano
Shawn A. Mangano, Esq.
shawnmangano@bayramoglu-legal.com
Bayramoglu Law Offices LLC
1540 West Warm Springs Road Ste. 100
Henderson, NV 89104
Tel: (702) 462-5973
Fax: (702) 553-3404
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I, hereby certify that on October 23, 2024, I served the foregoing **PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSIONS TO DEFENDANTS** via electronic mail as provided by the e-commerce platform AliExpress.

By: /s/ Shawn A. Mangano
SHAWN A. MANGANO, ESQ.
BAYRAMOGLU LAW OFFICES

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EXHIBIT B

Hong Kong Leyuzhen Technology Co. Limited v. The Partnerships and Unincorporated
Associations Identified in Schedule "A"

IDENTIFIED SCHEDULE "A" DEFENDANTS

NO.	SELLER'S NAME & STORE	AMOUNT REQUESTED FOR EACH INFRINGEMENT	ENHANCED 3x FOR WILLFUL INFRINGEMENT TOTAL REQUESTED
1	Quanzhou Fengze District Yuanfei Electronic Commerce Co. Ltd. Dba 328 Store and Mutevole colore Store	\$5,000 x2	\$30,000
2	Wuhan Jiangxia District Kai Yixiu Clothing Store Dba Africa Cloth Store and Africa Clothes Store	\$5,000 x2	\$30,000
3	Shenzhen Kai Yixiu Clothing Co. Ltd. Dba African Clothes Store Store and Muslim Store	\$5,000 x2	\$30,000
4	Quanzhou weiweiwei Electronic Technology Co. Ltd. Dba 588 Pink 588 FF Store and body777 Store and undefined kar dashian Store	\$5,000 x3	\$45,000
5	Guangzhou snare Ecommerce Co., Ltd. Aimsnug Inc. Store	\$5,000	\$15,000
6	Guangzhou Zhangfang Chuan Trading Co. Ltd. AJ Clothes Store	\$5,000	\$15,000
7	Glens Technology (Shenzhen) Co., Ltd. Dba All Clothes Dropshipping Women Men Kids etc Store and Grown Up Girl Store	\$5,000 x3	\$45,000
8	Guangzhou Feirui Fan Trading Co. Ltd. 8lana Store, and Everything in your hearts becomes everything you wants dropshipping Store and Women's and Men's Clothes Jewelry-Watch Accessories Wholesale-Dropshipping Store	\$5,000 x3	\$45,000
9	Shenzhen Qianhai Haiyi Industrial Co. Ltd. dba aimaibumai Store, and AK Clothes Store, and Art Life drop shipping Store, and Catrina K Store, and Fashion-Hot-new-Unique- World Peace-Never give up Store, and Jie"s Drop shipping Store, and Lyonian Store and Welove Drop shipping Store	\$5,000 x8	\$120,000
10	Xiamen Xunjie Cheng Electronic Commerce Co. Ltd. dba Aim ee Store	\$5,000	\$15,000
11	Shenzhen Ofika Technology Co., Ltd. ALL TO BUY Store and Stylish-Wardrobe Store	\$5,000 x2	\$30,000
12	Guangzhou feizhan dream Trading Co., LTD Dba All year round Store and Fabian Store	\$5,000 x2	\$30,000

Hong Kong Leyuzhen Technology Co. Limited v. The Partnerships and Unincorporated
Associations Identified in Schedule "A"

IDENTIFIED SCHEDULE "A" DEFENDANTS

NO.	SELLER'S NAME & STORE	AMOUNT REQUESTED FOR EACH INFRINGEMENT	ENHANCED 3x FOR WILLFUL INFRINGEMENT TOTAL REQUESTED
13	Shenzhen Aoersheng Technology Co., Ltd. dba Alesion Store, Aoesun Store, and Aorsin Store and Shopfull Store	\$5,000 x3	\$45,000
14	Anqing didn't look at ecommerce CO., Ltd. Dba Angel Celebrity Store and Rain Miss Store	\$5,000 x2	\$30,000
17	Shenzhen Qianhao Import & Export Co., Ltd. Apper Store and YOLOY Store	\$5,000 x2	\$30,000
18	Shenzhen Yingtai Technology Co. Ltd. Dba AQ Clothes Store and RBy Dropshipping Store	\$5,000 x2	\$30,000
19	Shenzhen Ouzhan Technology Co., Ltd. Dba Attachment FZ Store and Beautiful costume Store	\$5,000 x2	\$30,000
20	Shenzhen Art Pi Technology Co., Ltd. Aure Store	\$5,000	\$15,000
21	Shenzhen Jieyao Technology Co., Ltd. BabYoung Clothing 4th Store	\$5,000	\$15,000
22	Shenzhen autumn whisper Technology Co., LTD Dba BBAG-World Store and Fashion Topic	\$5,000 x2	\$30,000
23	Guangzhou Aoliji Trading Co., Ltd. Bead jewelrys Store, and HI RENAISSANCE Store, and RyansWatch Store	\$5,000 x3	\$45,000
24	Shenzhen Lanshi Network Technology Co. Dba Beautiful 7 Store and Eternal Esther Store, and IJewelry Store, and Majakas Store and Yoo HERE Store	\$5,000 x4	\$60,000
25	Shenzhen Tianyin Industrial Co., Ltd. Belleyoo Store, and Fanbety dropshipping Store, and Lipswag Beachwear Store	\$5,000 x3	\$45,000
26	Changsha Ran Jiuju Trading Co., Ltd. Beyw Personality Store, and FashionShow Store, and INSTYLE Store and Lily Cheap Clothing Store	\$5,000 x4	\$60,000
27	Shenzhen Yunzhu Trading Co Ltd BL Global Store and King's Jewelry	\$5,000 x2	\$30,000
28	Shenzhen Yushangxi Technology Co., Ltd. Black Windfall Store	\$5,000	\$15,000
29	Qingyuan Yishuo Auto Parts Co., Ltd. BOBO Xuan Store	\$5,000	\$15,000
30	Guangzhou Zhangfang CHuan Trading Co., Ltd. Boom Shaka laka. Store	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Partnerships and Unincorporated
Associations Identified in Schedule "A"

IDENTIFIED SCHEDULE "A" DEFENDANTS

NO.	SELLER'S NAME & STORE	AMOUNT REQUESTED FOR EACH INFRINGEMENT	ENHANCED 3x FOR WILLFUL INFRINGEMENT TOTAL REQUESTED
31	Shenzhen Honglichang Household Products Co., Ltd. Boutique Clothes Store	\$5,000	\$15,000
32	Shenzhen Suyingte Trading Co., Ltd. Carlapas Official Store and Fansumgo Official Store	\$5,000 x2	\$30,000
33	Shenzhen He Jiasheng Trading Co., Ltd. Dba Chamliforve Africa Clothes and Chamliforve Official Store	\$5,000 x2	\$30,000
34	Shenzhen Medea Technology Co. Ltd. Dba Chic Beauties and Smiling Girls's Store	\$5,000 x2	\$30,000
36	Changsha Wangcheng District Shengyi Ecommerce Business Department Costume Land Store	\$5,000	\$15,000
37	Putian Kuangxiao Trading Co., Ltd. CTYSTION Store and MUSBEMA Store and VACATION BIKINI Store	\$5,000 x3	\$45,000
38	Shenzhen Cai Network Technology Co. Ltd. Dba Curve Girl Store and Shop912222134 Store	\$5,000	\$15,000
39	Suzhou Xunqian Female Trading Co., Ltd. D And T Shopping Store	\$5,000	\$15,000
40	Yueyang HUAQIU Trade Co Ltd daxiye swimsuit Store	\$5,000	\$15,000
41	Quanzhou Yuyu Yongying Trading Co., Ltd. Different Beauty Store	\$5,000	\$15,000
43	Guangzhou Anresen Trading Co., Ltd. DLW Store and Fashion Women Garment Store and Jifenguuu Store	\$5,000 x3	\$45,000
44	Shenzhen Qingman Clothing Co., Ltd. Do Crush Store	\$5,000	\$15,000
45	Shenzhen Meishan Yan Trading Co., Ltd. DollSex Store	\$5,000	\$15,000
46	Shenzhen Dongxin Trading Co., Ltd dongbo Store	\$5,000	\$15,000
47	Shangrao Mumufeng Clothing Co., Ltd. Dress Jasmine Flower Store	\$5,000	\$15,000
48	Shenzhen Baixe Saile Trading Co., Ltd. Dropshipping Factory Wholesale Store	\$5,000	\$15,000
49	Shenzhen Dianyu Garment Co., Ltd Dropshipping Choice Store	\$5,000	\$15,000
50	Shenzhen Blue Valley Network Technology Co., Ltd. Dropshipping Shenzhen China Clothes Store	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Partnerships and Unincorporated
Associations Identified in Schedule "A"

IDENTIFIED SCHEDULE "A" DEFENDANTS

NO.	SELLER'S NAME & STORE	AMOUNT REQUESTED FOR EACH INFRINGEMENT	ENHANCED 3x FOR WILLFUL INFRINGEMENT TOTAL REQUESTED
51	Qianshan County Ye Yin Electronic Commerce Co., Ltd. Easttorch2 Store	\$5,000	\$15,000
52	Wuhan Yuqing Chen Trading Co., Ltd. Ethic Store, KYshower Store, and Party Queens Store	\$5,000 x3	\$45,000
53	Shenzhen Poseidon Technology Co., Ltd. Exquisite Watch Boutique Store	\$5,000	\$15,000
54	Figure to Electronic Technology (Shenzhen) Co., Ltd. Faceless Serendipity Store	\$5,000	\$15,000
55	Shenzhen Yunzhu Trading Co Ltd Factory Cheap TopSale Store	\$5,000	\$15,000
56	Shenzhen Jiyuge Technology Co., Ltd. Dba Fancy Clothing Store and StarClothing Store	\$5,000 x2	\$30,000
57	Changsha Dianao Trading Co., Ltd. Fashion Color Clothing and MSLL Store and WELOVE GOOD Store	\$5,000 x3	\$45,000
58	Guangzhou Yuanzhen Shuo Trading Co., Ltd. Dba Fashion Stylish Clothes Store and Pretty Clothes Store	\$5,000 x2	\$30,000
59	Guangzhou Ousubao Trading Co., Ltd. Fashion-clothing Women Bag Dropshipping Store Store	\$5,000 x2	\$30,000
60	Shenzhen Sikefan Electronics Co. Fate Store	\$5,000	\$15,000
61	Meizhou Anle Technology Development Co., Ltd. Faxion Store and Loive Store	\$5,000 x2	\$30,000
62	Guangzhou Dehengtong Electronic Commerce Co., Ltd. Fionago Apparel Store	\$5,000	\$15,000
63	Fuzhou China Decoration Association Trading Co., Ltd. FRECKANGE lucygirl Store	\$5,000	\$15,000
64	Haikou Youweiqi Department Store (sole proprietorship) Free Sunshine Girl Store	\$5,000	\$15,000
65	Guangzhou Maolong Trading Co., Ltyd. Funny Mask Store	\$5,000	\$15,000
66	Shenzhen Talos Network Technology Co., Ltd. Gift Options Store and Yutong's Fashion Jewelry	\$5,000 x2	\$30,000
67	Guangzhou ShengBen Trading Co., Ltd. Godsend Store and Masks Drop Shipping Store	\$5,000	\$15,000
68	Shenzhen singularity legend Trading Co., Ltd. Green Thames Store	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Partnerships and Unincorporated
Associations Identified in Schedule "A"

IDENTIFIED SCHEDULE "A" DEFENDANTS

NO.	SELLER'S NAME & STORE	AMOUNT REQUESTED FOR EACH INFRINGEMENT	ENHANCED 3x FOR WILLFUL INFRINGEMENT TOTAL REQUESTED
69	Dongguan Seabird Electronic Commerce Co., Ltd. HaiN Beautiful Store	\$5,000	\$15,000
70	Runwu Silent (Shenzhen) Technology Co., Ltd. Db a Heavy Discount Clothes Store and RE Wearing Store	\$5,000 x2	\$30,000
72	Shenzhen Anda New Trade Co., Ltd. Db a Hey Baby Dropshipping Store and See you 99 Store	\$5,000	\$15,000
73	Shenzhen Dog Brother Century Trading Co., Ltd. Hi 1988 Store	\$5,000	\$15,000
74	Guangzhou Xinmiao Crossborder E-Commerce Co., Ltd. Hi Sexy Girl Store	\$5,000	\$15,000
75	Zhenping Huajuan Trading Co., Ltd. HUAJUANER DISCOUNT Store	\$5,000	\$15,000
76	Shenzhen Falaiwang Technology Co., Ltd. Hundred clothes and parkings Store and Zokay Jewellery Accessories Store	\$5,000 x2	\$30,000
77	Zhuzhou Chengyue Garment TradeCo., Ltd. HZDOK Store	\$5,000	\$15,000
78	Shenzhen Pulilian Electronic Commerce Co., Ltd. HZZ Going Store and Z-H-H Store	\$5,000	\$15,000
79	SHENZHEN YIPING CLOUD CO., LTD imperialgard Store	\$5,000	\$15,000
80	SHENZHEN NEXINDA STATIONARY CO., LTD Isanako shopping store Store	\$5,000	\$15,000
81	Light Luxury Trading Film, Hunjiang District, Putian City ITMEEK Store	\$5,000	\$15,000
82	Shenzhen SenBaina Technology Co., Ltd. IUned Leisure Store	\$5,000	\$15,000
83	Shenzhen Bora Technology Co., Ltd. Jamesifashion Store	\$5,000	\$15,000
84	Guangzhou barley Trading Co Ltd Jeka Matrine Store	\$5,000	\$15,000
85	Shenzhen Kaifa Chang Export Trade Co., Ltd. JEKKI Clothes Store	\$5,000	\$15,000
86	Lianxi District Futuo Department Store JFR Dropshipping Store Store and Starry Lady Store	\$5,000 x2	\$30,000
87	Shenzhen Bangdai Technology Co., Ltd. JUCLEO Official Store, and KITUP Official Store and EHUIRO Store	\$5,000 x2	\$30,000
88	Shenzhen multiverse Technology Co Ltd Db a Katherine Shopping Store and our-love Store	\$5,000 x2	\$30,000
89	Shenzhen Orion Network Technology Co., Ltd. Kidsgarden Store	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Partnerships and Unincorporated
Associations Identified in Schedule "A"

IDENTIFIED SCHEDULE "A" DEFENDANTS

NO.	SELLER'S NAME & STORE	AMOUNT REQUESTED FOR EACH INFRINGEMENT	ENHANCED 3x FOR WILLFUL INFRINGEMENT TOTAL REQUESTED
90	Guangzhou Lian Nashuo Trading Co., Ltd. Dba Lady Call Clothes Store and To Be Male Universe Clothing Store	\$5,000 x2	\$30,000
91	Tangshan Lanmu Network Technology Co., Ltd. LANMU Clothing Store	\$5,000	\$15,000
92	XIAMEN SNOWSING TECHNOLOGY CO., LTD Lanxirui Super baby Store	\$5,000	\$15,000
93	Putian qiluizhou Trading Co., Ltd. Le Beidou Store	\$5,000	\$15,000
94	Xuchang Lewo Trading Co., Ltd. Lewo Swimsuit Store	\$5,000	\$15,000
95	Shenzhen Tianyu Technology Co., Ltd. lian Jewel Store and Minimalist kk Store	\$5,000 x2	\$30,000
96	Guangzhou Light and Shadow Technology Co., Ltd. LISA 123 Store and U-Nice Store	\$5,000	\$15,000
97	Wuhan Qilanxuan Clothing Co., Ltd. Shop3058045 Store and Shop5584136 Store and Shop5800592 Store	\$5,000 x3	\$45,000
98	Pucheng County Lehu Home Store LOVE GIRL Store	\$5,000	\$15,000
99	Dongguan Chengyi Trading Co., Ltd. LSFJLYDLYQW YI CHU Store	\$5,000	\$15,000
100	Shenzhen Baoan District Petals in Clothing Factory Luckyyy Store	\$5,000	\$15,000
101	Shenzhen Tao Wenhui Ecommerce Co., Ltd Madam Store	\$5,000	\$15,000
102	Anxi Yangfa Advertising Co., Ltd. YAFA Madam Store	\$5,000	\$15,000
103	Hanyang Whispering Costume Studio (Individual Business) Manberk Store	\$5,000	\$15,000
104	Xuan Feng (Xiamen) Technology Co., Ltd. Maple Leaf Diary Store	\$5,000	\$15,000
105	Figure to Electronic Technology (Shenzhen) Co., Ltd. May your way Store	\$5,000	\$15,000
106	Suzhou Huamao Shitong trading Co., Ltd. MiFaly Store	\$5,000	\$15,000
107	Shenzhen Yideyi Electronics Co., Ltd. Mila's Clothes outlet Store and PURPLE PINK Store	\$5,000 x2	\$30,000
108	Dongguan Sumai Trading Co., Ltd. MISSJOY Store, and OTEN Store, and Shop907660 Store	\$5,000 x2	\$30,000

Hong Kong Leyuzhen Technology Co. Limited v. The Partnerships and Unincorporated
Associations Identified in Schedule "A"

IDENTIFIED SCHEDULE "A" DEFENDANTS

NO.	SELLER'S NAME & STORE	AMOUNT REQUESTED FOR EACH INFRINGEMENT	ENHANCED 3x FOR WILLFUL INFRINGEMENT TOTAL REQUESTED
109	Shenzhen Pontos Technology Co., Ltd. Modern life-store Store	\$5,000	\$15,000
110	Tangyin Zhuchujing Trading Co., Ltd. Db a MOOVOOK Factory Store and Shop1102602785 Store	\$5,000 x2	\$30,000
111	Shangrao Yuanchuang Clothing Co., Ltd. Motorcycle Racing Dropshipping Store	\$5,000	\$15,000
112	Shenzhen Dilongkang Electronic Commerce Co., Ltd. Newly Dropship Store	\$5,000	\$15,000
113	Shenzhen Tianweida Jewelry Co., Ltd. Newly Store and NO1 Trend Store	\$5,000 x2	\$30,000
114	FOSHAN MELITT TRADING CO., LTD NOMISSMORE Again Store	\$5,000	\$15,000
116	Li Jin (Hainan) Network Technology Co., Ltd. Pdada Store	\$5,000	\$15,000
117	Fuzhou Mango Times Network Technology Co., Ltd Db a PLUS SIZE BIKINI Store and SEABBBOT Store	\$5,000 x2	\$30,000
118	Putian Fengmian Trading Co., Ltd Db a PlusSizeClothes Store and StyleDesign Women Store	\$5,000 x2	\$30,000
119	Putian Qinye Information Technology Co., Ltd. Db a READY STOCK SWIMSUIT Store, and A Promise Clothes Store	\$5,000 x2	\$30,000
120	SHENZHEN YIXINDA TRADING CO., LTD Risbrdfly Official Store	\$5,000	\$15,000
121	Taiyuan rate Wen drunk Trading Co., Ltd. Ruuhee Sexy Store	\$5,000	\$15,000
122	Shenzhen Ruineng Business Co., Ltd. RyansClothing Store	\$5,000	\$15,000
123	Guangzhou Spin Bird Trading Co., Ltd. Sakazy Store	\$5,000	\$15,000
124	Ankang Lisi Clothing Co., Ltd. Seaside Chic Store	\$5,000	\$15,000
125	Shenzhen Kaihan Technology Co., Ltd See you in the clothes Store	\$5,000	\$15,000
126	Hangzhou Yilan Electronic Commerce Co., Ltd. Selenanone Store and Shop911775450 Store	\$5,000	\$15,000
127	Quanzhou Gusheng Trading Co., Ltd. Septduck A Store	\$5,000	\$15,000
128	Quanzhou Fanmang Trading Co., Ltd. Septduck AI Store	\$5,000	\$15,000
129	Quanzhou Yongchun Yuxin Trading Co., Ltd. Septduck Store	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Partnerships and Unincorporated
Associations Identified in Schedule "A"

IDENTIFIED SCHEDULE "A" DEFENDANTS

NO.	SELLER'S NAME & STORE	AMOUNT REQUESTED FOR EACH INFRINGEMENT	ENHANCED 3x FOR WILLFUL INFRINGEMENT TOTAL REQUESTED
130	Dongshan Shijun Electric Appliance Store, Maitrya City; Sexy baby. Store	\$5,000	\$15,000
131	Huludao City Longgang District Meinuo Trading Co., Ltd. SEXY SWIMSUIT SHOP Store and Your Swimsuit Shop Store	\$5,000 x2	\$30,000
132	Guangzhou Yuanfengqing Trading Co., Ltd. DbA SHEREAL Store, and Shop1102152339 Store, and Shop1102152341 Store	\$5,000 x3	\$45,000
133	Guangzhou Xiang Xiaolong Technology Co., Ltd Shop1100081103 Store	\$5,000	\$15,000
134	Guangzhou Tianhe Kangchan Trading Co., Ltd. Shop1100083360 Store	\$5,000	\$15,000
135	Guangzhou Petals in Biological Technology Co., Ltd Shop1102088166 Store	\$5,000	\$15,000
136	Xingcheng Hongfan Garment Factory Shop1102099057 Store	\$5,000	\$15,000
137	WUHAN ZUYING ELECTRONIC COMMERCE CO., LTD Shop1102110706 Store	\$5,000	\$15,000
138	Putian Taolang Information Technology Co., Ltd. Shop1102154759 Store	\$5,000	\$15,000
139	Quanzhou Yuyang Trade Co., Ltd. Shop1102311134 Store	\$5,000	\$15,000
140	Qionghai City Multi-Mei Information Technology Co., Ltd. DbA Shop1102375721 Store, Shop1102406193 Store, and Shop1102409146 Store	\$5,000 x3	\$45,000
141	Lichuan Aikerui Trading Co., Ltd. DbA Shop1102377123 Store and Shop1102672372 Store	\$5,000 x2	\$30,000
142	Maitrya City Department Store Yesterday Shop1102412787 Store and Beautiful Gril Clothes Store	\$5,000 x2	\$30,000
143	Changsha Songhao Electronic Commerce Co., Ltd. Shop1102516347 Store	\$5,000	\$15,000
144	Shenzhen Hai Le Zi Technology Co., Ltd Shop1102534090 Store	\$5,000	\$15,000
145	Dongguan Dalingshan Manyingduo Department Store Shop1102702004 Store	\$5,000	\$15,000
146	Shenzhen Cao Fei Feng Trading Co., Ltd Shop1102723193 Store	\$5,000	\$15,000
147	Xiamen Clothing Shangying Industry and Trade Co., Ltd. Shop1102810467 Store	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Partnerships and Unincorporated
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IDENTIFIED SCHEDULE "A" DEFENDANTS

NO.	SELLER'S NAME & STORE	AMOUNT REQUESTED FOR EACH INFRINGEMENT	ENHANCED 3x FOR WILLFUL INFRINGEMENT TOTAL REQUESTED
148	Nanan Xiu Yin Trading Co., Ltd. Shop1102813342 Store	\$5,000	\$15,000
149	SHENZHEN SAINT HERA TECHNOLOGY CO., LTD Shop1102822075 Store	\$5,000	\$15,000
150	Guangzhou Zhiyu Network Technology Co., Ltd. Shop1102826215 Store and Shop1102937448 Store	\$5,000 x2	\$30,000
151	Shenzhen Kaize Undergraduate Technology Co., Ltd. Shop1102893280 Store	\$5,000	\$15,000
152	Yangjiang Hajingchuang Industry and Trade Co., Ltd. Shop1102895168 Store	\$5,000	\$15,000
153	Changsha mokasi Trading Co Ltd Shop1102938617 Store	\$5,000	\$15,000
154	Wuhu Jiabaole Electronic Co., Ltd. Shop1102994137 Store	\$5,000	\$15,000
155	Guangzhou Hengmei Garment Co., Ltd Shop1103009240 Store	\$5,000	\$15,000
156	Hefei Chuonghong Electronic Commerce Co., Ltd. Shop1103043221 Store	\$5,000	\$15,000
157	Qianshan County Changheng Electronic Commerce Co., Ltd. Shop1103082687 Store	\$5,000	\$15,000
158	Haikou Jinka Department Store (Individual Sole Proprietorship) Shop1103128638 Store	\$5,000	\$15,000
159	Shenzhen Weilixing Technology Co., Ltd Shop1103132684 Store and Shop1103151267 Store	\$5,000 x2	\$30,000
160	Hengshui Huatai Garment Co., Ltd Shop1103173028 Store	\$5,000	\$15,000
161	Wuhan Tengwei Trading Co., Ltd Shop1103203759 Store	\$5,000	\$15,000
162	Putian Chengxiang District Tijue Trading Co., Ltd. Shop1103208135 Store	\$5,000	\$15,000
163	Qianshan County Hanni Electronic Commerce Co., Ltd. Shop1103257013 Store	\$5,000	\$15,000
164	Bean Clothing Store, Bangshan Town, Longhai District, Zhangzhou City Shop1103274532 Store	\$5,000	\$15,000
165	Shenzhen Jue Guan Trading Co., Ltd. Shop1103278392 Store	\$5,000	\$15,000
166	Haikou Ruixuan Technology Co., Ltd. Shop1103311171 Store	\$5,000	\$15,000
167	Guangzhou Unlimited Electronic Commerce Co., Ltd. Shop1103334747 Store	\$5,000	\$15,000
168	Shangrao Xingxiu Clothing Co., Ltd. Shop1103338415 Store and Shop1103338421 Store	\$5,000 x2	\$30,000
169	Changsha Quan Ben Electronic Commerce Co., Ltd. Shop1103376367 Store	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Partnerships and Unincorporated
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IDENTIFIED SCHEDULE "A" DEFENDANTS

NO.	SELLER'S NAME & STORE	AMOUNT REQUESTED FOR EACH INFRINGEMENT	ENHANCED 3x FOR WILLFUL INFRINGEMENT TOTAL REQUESTED
170	Huludao Longgang District Jiulin Trading Co., Ltd. Shop110--LTA--YY1 Store	\$5,000	\$15,000
171	Wuhan Yingfeng Gradual Width Garment Co., Ltd. LLYY beach Store and YinglingGuo Store and ZYLL Store	\$5,000 x3	\$45,000
172	Shenzhen Chengkeyu Technology Co. Shop4428033 Store	\$5,000	\$15,000
173	Wuhan Jianxia District Kai Yi Show Clothing Store Shop4630034 Store and Shop4658076 Store and Shop4663003 Store	\$5,000 x3	\$45,000
174	Zhangzhou Feiruiya Trading Co., Ltd. Shop5248122 Store	\$5,000	\$15,000
175	Foshan Parissa Trading Co., Ltd. Shop5368339 Store	\$5,000	\$15,000
176	SHENZHEN FLEN TRADING CO., LTD Shop5746041 Store	\$5,000	\$15,000
177	Wuhan Jiangnan District Bo. Xiu Clothing Business Department Shop58300032 Store Store	\$5,000	\$15,000
178	Longhai City Bangshan Alice Clothing Firm Shop910445134 Store and Shop910565118 Store	\$5,000 x2	\$30,000
179	Linyi Youjin Trading Co., Ltd. Shop911186049 Store and Vinson Tomorrow Store	\$5,000 x2	\$30,000
180	Quanzhou Yuequ Trading Co., Ltd. Shop911227113 Store	\$5,000	\$15,000
181	Quanzhou Oufu Clothing Co., Ltd Shop911824203 Store	\$5,000	\$15,000
182	Jinshan Wensilong Garment Firm, Cangshan District, Fuzhou City SL-TX22 Store	\$5,000	\$15,000
184	Shenzhen Ant League Electronic Commerce Co., Ltd. Third Degree Girl Store	\$5,000	\$15,000
185	Guangzhou Beilei Commodity Co., Ltd Todays - Apparel Store	\$5,000	\$15,000
186	Wuhan Zhuzhi Mei Trading Co., Ltd Tsukimi 001 Store	\$5,000	\$15,000
187	Yiwu Chuyu Electronic Commerce Co., Ltd VigoBreviya Official Store and VigoCasey Official Store	\$5,000 x2	\$30,000
189	Maitreya Xinyu Electrical Store Women's Diary Store	\$5,000	\$15,000
190	Anxi County, Fujian Province Yangfa Tea Industry Co., Ltd. YaFa Woman Store	\$5,000	\$15,000
191	Shenzhen Chenqianjin Electronics Co., Ltd. YEHLBU Store	\$5,000	\$15,000
192	Guangzhou Haofan Electronic Commerce Co., Ltd YY DO Store	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Partnerships and Unincorporated
Associations Identified in Schedule "A"

IDENTIFIED SCHEDULE "A" DEFENDANTS

NO.	SELLER'S NAME & STORE	AMOUNT REQUESTED FOR EACH INFRINGEMENT	ENHANCED 3x FOR WILLFUL INFRINGEMENT TOTAL REQUESTED
193	Quanzhou Baidi Trading Co., Ltd. ZANEW Bag Store	\$5,000	\$15,000
194	Shenzhen Puliandi Electronic Commerce Co., Ltd. ZH1110 Store	\$5,000	\$15,000
195	Shijiazhuang Xiula Trading Co., Ltd. zhengzheng Store	\$5,000	\$15,000
196	Shenzhen Anxian Trading Co., Ltd ZWEMPAK Official Store	\$5,000	\$15,000
197	Guangzhou Miaoncu Trading Co., Ltd. One And Only Fishion Store	\$5,000	\$15,000
198	Guangzhou Hangzhihuan Trading Co., Ltd. Outdoor fishing gear supplies Store	\$5,000	\$15,000
199	Longhai Alice Trading Co Ltd PLSIF Welove Store	\$5,000	\$15,000
200	Shenzhen Shenmeida Clothing Co., Ltd.. Rachel's Clothes Store	\$5,000	\$15,000
	TOTAL		\$4,155,000