

**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-02809-JCD-MV

Honorable Jeremy C. Daniel

Magistrate Maria Valdez

**PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT
AGAINST THE IDENTIFIED SCHEDULE "A" DEFENDANTS**

Plaintiff Hong Kong Leyuzhen Technology Co. Limited ("Plaintiff") hereby moves for entry of Default and Default Judgment against the following Defendants, as identified by Defendant number and name in Schedule A attached below and separately listed in Exhibit 1 to the accompanying Declaration of Katherine M. Kuhn (the "Kuhn Decl."). Plaintiff files herewith a Memorandum of Law in support, the Kuhn Decl., and Declaration of Liangjie Li. Plaintiff's Motion for entry of Default and Default Judgment disposes of all remaining defendants.

DATED: September 8, 2025

Respectfully submitted,

By: /s/ Joseph W. Droter

Joseph W. Droter (Bar No. 6329630)

Katherine M. Kuhn (Bar No. 6331405)

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of September 2025, 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 system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, AliExpress.

By: /s/ Joseph W. Droter
Joseph W. Droter (IL Bar No. 6329630)

No.	Seller's Name	Email Address
1	ALAM Store Shenzhen Fashion Point E-commerce LTD.	gustavepr@sina.com
2	001 Factory Store	cishiwusheng001@163.com
3	003 Factory Store	cishiwusheng003@163.com
4	01 Small Fish Store	chenshuo2020163@163.com
5	A Promise Clothes Store	1343408421@qq.com
7	ABC BIKINI Store Putian City Valerian Yao Trading Co. Ltd.	1192446877@qq.com
8	Active Fitness Outdoors	conleyt@163.com
9	Adent Store	jingtiansoo@outlook.
11	AliClothes Store	qq601838264@163.com
12	AOMEI Global Store Zhongshan Nuoshang Clothing Co. Ltd.	nuoshang10@outlook.com
15	Art Life drop shipping Store	smtqhhysy46@163.com
16	bang boom Store	yipingfushigs@163.com
17	Beach Fun Swimsuit Store	2505422324@qq.com

No.	Seller's Name	Email Address
19	Belleyoo Store	lipswag04@sina.com
21	Bertas FashionClothesFactory Store Fuzhou Betas Trading Co., Ltd.	3313162412@qq.com
23	Bluelans Fashion Clothes Store Shenzhen Hengdaqi Network Technology Co., Ltd.	smthdqwlyxgs2@163.com
24	Brown CBC Store	qinweisumaitong2@163.com
25	Buy happiness Store	smtfskjyxs5@163.com
26	BXG Girl Store	smtmanshanwangluo1@163.com
27	Chacs Store	vincentchen797@hotmail.com
28	Chamliforve Africa Clothes Store	chamliforve01@sina.com
29	Cheerful Kids Life Toy City Store	smtqhhysy17@163.com
31	Chunchen DropShipping Store Hefei Chunchen Network Technology Co., Ltd.	chunchen999@126.com
32	Classic Outfit Store	smtjiuplvbya3@163.com
34	Cure Drop Shipping Store	2182636997@qq.com
35	Divine- Store	xingwei2258@qq.com
36	DressFashionFactory Store	y13306047726@163.com
37	Dropshipping Choice Store	yonahchoice@163.com
38	Dropshipping Shenzhen China Clothes Store	smtlgdwlyxgs1@163.com
39	DropshippingY2K Store	cwingsteey2k@126.com
41	DUTRIEUX Sexy Store Kunming Stone Attribution Thousand Trading Co., Ltd.	yingshiyunyou6600@163.com
43	Ebuy dropshipping Store	sumilavi05@163.com
44	Ebuying online	812955538@qq.com
47	Engine City Store	smtqhhysy39@163.com
49	Everything Possible Store	showyer0120@yahoo.com
50	FAIRY SEASON Store	noble-mindedperson@21cn.com
51	Fanbety Apparel Store	fanbety04@sina.com
52	Fanbety Store	fanbety01@163.com
54	Fascination Beauty Store	qluanjuju1@163.com
55	Fashion Queen Love Store	szsyjmyyxgs002@163.com

No.	Seller's Name	Email Address
56	Fashion Women Garment	smtalssmyxgs6@163.com
59	Faxion Store	1922455405@qq.com
60	fei Store	zacherr@sina.com
61	Flashe Store	3177367129@qq.com
62	freestlye Store	maureend@sina.com
63	FX CHAO Store	brightzhao2012@163.com
64	Gluehwein Clothes Store	smtfyfsmxgs4@163.com
65	GUO SWIMSUIT Store Quanzhou Yunou Trading Co., Ltd.	bguosmt02@163.com
66	Heavy Discount Clothes Store	smtrwvskjyxgs5@163.com
67	HI RENAISSANCE Store	smtaljsmyxgs1@163.com
68	Hi Sexy Girl Store	s18319336495@163.com
69	HIAVAVA Store Xingcheng Qianyu Garment Factory	15940568343@163.com
70	HUAJUANER DISCOUNT Store Zhenping Huajuan Trading Co., Ltd.	n8juanxun@163.com
71	IMDVC Official Store	imdvc2021@163.com
73	JUCLEO Official Store	jucleo@163.com
74	Kawaii Clothes Wholesale Store	1437275974@qq.com
75	KongClothes Store	aibiwenqq@163.com
76	Ladifasin Store Twenty-three (Shenzhen) Electronic Commerce Co., Ltd.	2382204598@qq.com
77	Lily Cheap Clothing Store	smtjiuplvzbya5@163.com
78	Lipswag Store New Situ Technology (Shenzhen) Co., Ltd.	lipswag01@163.com
79	lipswag Swimwear Store	lipswag07@163.com
80	LLYY beach Store	529305114@qq.com
81	Loive Store	3420370680@qq.com
82	Loving secret store	macfashion@sina.com
83	LS-fullhouse Store	15265234222@163.com
84	Lslaica women's Store	296093082@qq.com

No.	Seller's Name	Email Address
85	Luckys Sports Store	yuanlinstore4@sina.com
86	lucylady Store	zclzjy981@163.com
87	LUO XIAO HEI Store	okok6181@163.com
88	MAFIRRY Sexy Store	joyousesale05@126.com
89	Mandy Mandy Store	madismt18@163.com
90	Mandylandy Apparel Store	madismt14@163.com
91	Mandylandy Trend Store Store	madismt20@163.com
92	Margotladys Store	601838264@qq.com
93	Men s Shirt Hoodie Store Store	3209838937@qq.com
94	Mi Mi Store	uptonner@sina.com
95	MICAH2FIRST Store	micahapparel@163.com
96	Minimalist kk Store	smttyhkjyxgs3@163.com
97	Missyou Muses Store	wanmeijingmao@163.com
98	Mr.22 Store	ofs0022@163.com
99	MSLL Store	smtdnsmyxgs3@163.com
100	MUSBEMA Store	ctysmt3@163.com
101	My clothes Store	debizhoct@outlook.com
102	Ocsplus Boutique Store	ocssmtqtb202303@outlook.com
103	OFS 49 Store Shangrao Ofei Shang Technology Co., Ltd.	ofs0049@163.com
104	One And Only Fishion Store	smtmncsmyxgs1@163.com
105	Oufisun 55 Store	ofs0055@163.com
107	Personalization Clothing	xuantu1996_4@163.com
108	PETROVIC Ali-fashion	sdrk016@163.com
109	PLSIF Official Store	wuyirusi004@163.com
110	PLUS SIZE BIKINI Store	hjqsm888@163.com
112	Princess Of Butterfly Store	smttdzswyxgs4@163.com

No.	Seller's Name	Email Address
113	Rachel's Clothes Store	smtshenmeida4@163.com
114	Rainbowlike2021 Store	a13905071630@163.com
119	SEABBBOT Store	18559106099@qq.com
121	sexy barbie Store	yingweisumaitong6@163.com
122	SEXY SWIMSUIT SHOP Store	linrongusa2016@qq.com
123	Shop1102089618 Store	mkeo152loo02@126.com
124	Shop1102112377 Store	yixinshipin5@163.com
125	Shop1102372800 Store	yagefeini1993@163.com
126	Shop1102474073 Store	1651446989@qq.com
127	Shop1102602785 Store	lebulangsam5504@163.com
128	Shop1102694969 Store	geojier22@163.com
129	Shop1102802496 Store	weilianmusi8881@163.com
130	Shop1102856073 Store	btqsj8@163.com
131	Shop1102951053 Store	990690832@qq.com
132	Shop1102964364 Store	1214127601@qq.com
133	Shop1102994011 Store	vieunsta04@163.com
134	Shop1103009240 Store	h1engmeifz@outlook.com
135	Shop1103199553 Store	bienfuzhuang001@163.com
136	Shop1103207479 Store	bienfuzhuang002@163.com
137	Shop1103276252 Store	yingshiyunyou6602@163.com
138	Shop1103304670 Store	imdvc2034@163.com
139	Shop1103322979 Store	langshengyundon880@163.com
140	Shop1103326345 Store	xuantu1996_19@163.com
141	Shop1103471271 Store	langshengyundon881@163.com
142	Shop110--ljl-yy1 Store	lijianglan2021@163.com

No.	Seller's Name	Email Address
143	Shop4808172 Store	gaobaio@outlook.com
144	Shop4923029 Store	srjbdzsw02@163.com
145	Shop5790089 Store	longhaiqueshang20@163.com
146	Shop5800592 Store	3489076570@qq.com
147	Shop5886157 Store Ouyas (Shenzhen) Industrial Co., Ltd.	124414047@qq.com
148	Shop900254458 Store	376197591@qq.com
149	Shop911251404 Store	vesterday@sina.com
150	Showyer Clothes Store	shower0120@sina.com
151	Sicilian girl Store	y18810380811@163.com
152	SIMOVIA Official Store	15019243500@139.com
153	Simptoo Store	357334494@qq.com
154	Soochic Store	xinchuangsi06@163.com
155	sssochic Store	sumilavi06@163.com
156	StyleDesign Women Store	y15396205624@163.com
157	Sukienki Official Store	n567788@126.com
158	Sumi Lavi Apparel Store	feimi002@163.com
159	Sumilavi Dropshipping Store	sumilavi02@163.com
160	Sunfree Store	heiniuer@outlook.com
161	Swallow Women Store	zheng2939@126.com
162	TMALE Store Shenzhen Doha Forest Technology Co., Ltd	halinstore6@sina.com
163	To Be Male Universe	smtlnssmyxgs4@163.com
165	To Be The First Store Shenzhen Xin Core Network Technology Co., Ltd.	smtxkrwlyxgs2@163.com
166	Tsukimi003 Store Wuhan Zhuzhi Mei Trading Co., Ltd	bao13545175009@126.com
167	Two Per Thousand Official	15019243500@sina.cn
168	Two Per Thousand Official Store	15019243500@sina.cn
169	Urban Women Store	whm545039163@163.com

No.	Seller's Name	Email Address
170	VACATION BIKINI Store	ctysmt4@163.com
172	VAZN Sexy Club Two Store Zhangzhou Longwen District Yuncheng Trading Co., Ltd.	yuncheng2019@hotmail.com
173	Venus Love Store	aiyongyuan2022@163.com
174	Veryou Store	yukesumaitong1@163.com
175	VG TOWN Large Size Tankini	bigzhu.zhu@foxmail.com
176	VIEUNSTA Apparels Store	lipswag06@163.com
178	whatapp Store	liukaiyi202106@163.com
179	Womai Store	allywit@sina.com
180	Women Home Store	zhouweilai02@163.com
182	Y2K Woman Clothing Store	kesanhui02@163.com
185	YeEr Store	caixian0413@sina.com
186	YILESS Store	geojier06@163.com
187	YinglingGuo Store	sunnyliu77@sohu.com
189	Your Swimsuit Shop Store	kkijj120@163.com
190	YouShow Store Shenzhen Arke Technology Co., Ltd.	wangfeiwf424@163.com
192	Yueyue Hong 888 Store	yajing2022810@163.com
193	YUNDONG Store	kwillyoulove@163.com
194	ZHAI Store	smtbstslsmxgsl@163.com
195	Zhang Xiuling Store Wuhan game Ying collar Garment Co., Ltd	3053115996@qq.com
196	ZJASXMS Clothes Official Store	821328162@qq.com
197	ZJFZML Store Jinyun Chenyu Commodity Co., Ltd.	cyrh0578@163.com
198	ZYLL Store	444808830@qq.com
199	ZZFASHION Store Fuzhou Wuchu Network Technology Co., Ltd.	1580442290@qq.com

Schedule A: 25-cv-02809

No.	Seller's Name	Link to Seller's Page
1	ALAM Store Shenzhen Fashion Point E-commerce LTD.	https://www.aliexpress.com/store/1101254015?spm=a2g0o.detail.0.0.21c7OdtROdtRr0
2	001 Factory Store	https://www.aliexpress.com/store/1101689451?spm=a2g0o.detail.0.0.621d4a92xLS457
3	003 Factory Store	https://www.aliexpress.com/store/1101697446?spm=a2g0o.detail.0.0.1a5ff3daWdIx28
4	01 Small Fish Store	https://www.aliexpress.com/store/1101493758?spm=a2g0o.detail.0.0.733f2173xy12oC
5	A Promise Clothes Store	https://www.aliexpress.com/store/1102586658?spm=a2g0o.detail.0.0.5a29n9Fwn9Fw5Q
6	Abandon Red Store Shenzhen Shengxing Fei Technology Co.	Represented by Adam Urbanczyk
7	ABC BIKINI Store Putian City Valerian Yao Trading Co. Ltd.	https://www.aliexpress.com/store/1102187468?spm=a2g0o.detail.0.0.4604SbJVSbJVGQ
8	Active Fitness Outdoors	https://www.aliexpress.com/store/1101323505?spm=a2g0o.detail.0.0.2315RNt3RNt3Uv
9	Adent Store	https://www.aliexpress.com/store/1101303624?spm=a2g0o.detail.0.0.63adEb3QEb3QjF
10	Ali May Store	Represented by Adam Urbanczyk
11	AliClothes Store	https://www.aliexpress.com/store/1101328179?spm=a2g0o.detail.0.0.c562dnU4dnU4Np
12	AOMEI Global Store Zhongshan Nuoshang Clothing Co. Ltd.	https://www.aliexpress.com/store/1102665292?spm=a2g0o.detail.0.0.354b6aecQIFVbh
13	AOMEI Official Store	DISMISSED
14	Aring Dropshipping Store SHENZHEN OMEDA HOME CO., LTD	Represented by Adam Urbanczyk
15	Art Life drop shipping Store	https://www.aliexpress.com/store/1101350257?spm=a2g0o.detail.0.0.4bc578139Q4g3A
16	bang boom Store	https://www.aliexpress.com/store/1101316016?spm=a2g0o.detail.0.0.22a2iCILiCILFy
17	Beach Fun Swimsuit Store	https://www.aliexpress.com/store/1101285952?spm=a2g0o.store_pc_home.pcShopHead_7790103.0
18	Beautiful 7 Store	Represented by Adam Urbanczyk
19	Belleyoo Store	https://www.aliexpress.com/store/1101335602?spm=a2g0o.detail.0.0.49d13c7fPga4Ib
20	BELOVING Cloths Store	Represented by Adam Urbanczyk
21	Bertas FashionClothesFactory Store Fuzhou Betas Trading Co., Ltd.	https://www.aliexpress.com/store/1101373491?spm=a2g0o.detail.0.0.616b2a1cYFQVv0

No.	Seller's Name	Link to Seller's Page
22	Bling Star Store Guangzhou Beianzhi Trading Co., Ltd	Represented by Adam Urbanczyk
23	Bluelans Fashion Clothes Store Shenzhen Hengdaqi Network Technology Co., Ltd.	https://www.aliexpress.com/store/1101862835?spm=a2g0o.detail.0.0.3def7P6L7P6LtX
24	Brown CBC Store	https://www.aliexpress.com/store/1101688809?spm=a2g0o.detail.0.0.3b65fiMSfiMSrI
25	Buy happiness Store	https://www.aliexpress.com/store/1101649700?spm=a2g0o.detail.0.0.1f59xlZXxlZXIw
26	BXG Girl Store	https://www.aliexpress.com/store/1101608159?spm=a2g0o.detail.0.0.7c5e6e62a5mezH
27	Chacs Store	https://www.aliexpress.com/store/1102719180?spm=a2g0o.detail.0.0.2d966061fGojdp
28	Chamliforve Africa Clothes Store	https://www.aliexpress.com/store/1101634647?spm=a2g0o.detail.0.0.4c78QmfcQmfcGA
29	Cheerful Kids Life Toy City Store	https://www.aliexpress.com/store/1101349764?spm=a2g0o.detail.0.0.3a3fHGfaHGfafT
30	Chic Beauties	Represented by Adam Urbanczyk
31	Chunchen DropShipping Store Hefei Chunchen Network Technology Co., Ltd.	https://www.aliexpress.com/store/1101994379?spm=a2g0o.detail.0.0.93e034e45VGjUL
32	Classic Outfit Store	https://www.aliexpress.com/store/1102879200?spm=a2g0o.detail.0.0.36e4697f9W3xPY
33	CLOTHE YOUR LIFE Store Shenzhen Huitai San Trading Co., Ltd.	Represented by Adam Urbanczyk
34	Cure Drop Shipping Store	https://www.aliexpress.com/store/1100547608?spm=a2g0o.detail.0.0.2c66lGi0lGi0bo
35	Divine- Store	https://www.aliexpress.com/store/1101546613?spm=a2g0o.detail.0.0.432455b5qmOrdO
36	DressFashionFactory Store	https://www.aliexpress.com/store/1102005099?spm=a2g0o.detail.0.0.76a49481Oi8A44
37	Dropshipping Choice Store	https://www.aliexpress.com/store/1102343748?spm=a2g0o.detail.0.0.6b784S5t4S5tUO
38	Dropshipping Shenzhen China Clothes Store	https://www.aliexpress.com/store/1101820629?spm=a2g0o.detail.0.0.42adeGfxeGfxGw
39	DropshippingY2K Store	https://www.aliexpress.com/store/1102962779?spm=a2g0o.detail.0.0.36ebjZnkjZnkas
40	Duo Le Xi Duo Duo Store	Represented by Adam Urbanczyk

No.	Seller's Name	Link to Seller's Page
41	DUTRIEUX Sexy Store Kunming Stone Attribution Thousand Trading Co., Ltd.	https://www.aliexpress.com/store/1103275202?spm=a2g0o.detail.0.0.5980ot7Iot7IOO
42	Easier for Life Store	Represented by Adam Urbanczyk
43	Ebuy dropshipping Store	https://www.aliexpress.com/store/1101806612?spm=a2g0o.detail.0.0.29c8WZwfWZwfLh
44	Ebuying online	https://www.aliexpress.com/store/1101063568?spm=a2g0o.detail.0.0.6fc9k7Xok7XoWx
45	Ele-choices Store	Represented by Adam Urbanczyk
46	Elegent Store	Represented by Adam Urbanczyk
47	Engine City Store	https://www.aliexpress.com/store/1101349295?spm=a2g0o.detail.0.0.ed1509YE09YE4c
48	Eternal Esther Store	Represented by Adam Urbanczyk
49	Everything Possible Store	https://www.aliexpress.com/store/1101408310?spm=a2g0o.store_pc_home.pcShopHead_9778278.0
50	FAIRY SEASON Store	https://www.aliexpress.com/store/1102043178?spm=a2g0o.detail.0.0.4cb84552Jru0Dk
51	Fanbety Apparel Store	https://www.aliexpress.com/store/1101405856?spm=a2g0o.detail.0.0.d485bKcnbKcnRU
52	Fanbety Store	https://www.aliexpress.com/store/1101430573?spm=a2g0o.detail.0.0.68ad2e478vHuME
53	Fancy Clothing Store	Represented by Adam Urbanczyk
54	Fascination Beauty Store	https://www.aliexpress.com/store/1103055204?spm=a2g0o.detail.0.0.747b835cFnC906
55	Fashion Queen Love Store	https://www.aliexpress.com/store/1102115388?spm=a2g0o.detail.0.0.6651bWTEbWTEx9
56	Fashion Women Garment	https://www.aliexpress.com/store/1101980992?spm=a2g0o.detail.0.0.53d565705E0KuK
57	Fashion Women Garment Store	Represented by Adam Urbanczyk
58	Fashionable Clothes Code Store	Represented by Adam Urbanczyk
59	Faxion Store	https://www.aliexpress.com/store/1102808645?spm=a2g0o.detail.0.0.6d50347bYmbyJ7
60	fei Store	https://www.aliexpress.com/store/1101268589?spm=a2g0o.detail.0.0.3cd77b9fr0E4z7

No.	Seller's Name	Link to Seller's Page
61	Flashe Store	https://www.aliexpress.com/store/1101586734?spm=a2g0o.detail.0.0.11763300qMulgK
62	frestlye Store	https://www.aliexpress.com/store/1101261987?spm=a2g0o.detail.0.0.16c1EAjsEAjsw2
63	FX CHAO Store	https://www.aliexpress.com/store/1101858081?spm=a2g0o.detail.0.0.6082oDdXoDdXup
64	Gluehwein Clothes Store	https://www.aliexpress.com/store/1101920759?spm=a2g0o.detail.0.0.18e4Cc2JCc2Jev
65	GUO SWIMSUIT Store Quanzhou Yunou Trading Co., Ltd.	https://www.aliexpress.com/store/1102515422?spm=a2g0o.detail.0.0.7db5XqViXqVih9
66	Heavy Discount Clothes Store	https://www.aliexpress.com/store/1101726825?spm=a2g0o.detail.0.0.6aff5841v3n6Jj
67	HI RENAISSANCE Store	https://www.aliexpress.com/store/1101940060?spm=a2g0o.detail.0.0.39716KgM6KgMOJ
68	Hi Sexy Girl Store	https://www.aliexpress.com/store/1102911311?spm=a2g0o.detail.0.0.50023b5bOuteTn
69	HIAVAVA Store Xingcheng Qianyu Garment Factory	https://www.aliexpress.com/store/1102526278?spm=a2g0o.detail.0.0.7bdfOZdyOZdypj
70	HUAJUANER DISCOUNT Store Zhenping Huajuan Trading Co., Ltd.	https://www.aliexpress.com/store/1102235105?spm=a2g0o.detail.0.0.81c7T6e4T6e4lf
71	IMDVC Official Store	https://www.aliexpress.com/store/1101370917?spm=a2g0o.detail.0.0.6c0679b9k6acjJ
72	JomooC Store Shenzhen Songmei Lian Technology Co., Ltd.	Represented by Adam Urbanczyk
73	JUCLEO Official Store	https://www.aliexpress.com/store/1102050243?spm=a2g0o.detail.0.0.da077ab8LB1Lza
74	Kawaii Clothes Wholesale Store	https://www.aliexpress.com/store/1101558382?spm=a2g0o.detail.0.0.5816P1saP1saYg
75	KongClothes Store	https://www.aliexpress.com/store/1101793024?spm=a2g0o.detail.0.0.3fb87u0m7u0mQr
76	Ladifasin Store Twenty-three (Shenzhen) Electronic Commerce Co., Ltd.	https://www.aliexpress.com/store/1101851825?spm=a2g0o.detail.0.0.1a204b6eNXYJRY
77	Lily Cheap Clothing Store	https://www.aliexpress.com/store/1102876227?spm=a2g0o.detail.0.0.76cb74b0nnT37h
78	Lipswag Store New Situ Technology (Shenzhen) Co., Ltd.	https://www.aliexpress.com/store/1101431172?spm=a2g0o.detail.0.0.6b0a7005OdlSoj
79	lipswag Swimwear Store	https://www.aliexpress.com/store/1101625782?spm=a2g0o.detail.0.0.49c6UKhtUKhtZ9
80	LLYY beach Store	https://www.aliexpress.com/store/1101424879?spm=a2g0o.detail.0.0.3a3f35020FSJd3
81	Loive Store	https://www.aliexpress.com/store/1102808366?spm=a2g0o.detail.0.0.7168pL8pL8gb

No.	Seller's Name	Link to Seller's Page
82	Loving secret store	https://www.aliexpress.com/store/1100552534?spm=a2g0o.detail.0.0.79d0vmRbvmRbZz
83	LS-fullhouse Store	https://www.aliexpress.com/store/1103130687?spm=a2g0o.detail.0.0.2811XzF6XzF64D
84	Lslaica women's Store	https://www.aliexpress.com/store/1101345085?spm=a2g0o.detail.0.0.19d8VBb2VBb2JL
85	Luckys Sports Store	https://www.aliexpress.com/store/1101363553?spm=a2g0o.detail.0.0.74780deD0deDuH
86	lucylady Store	https://www.aliexpress.com/store/1101398840?spm=a2g0o.detail.0.0.5b9452dbkaaD5L
87	LUO XIAO HEI Store	https://www.aliexpress.com/store/1101774398?spm=a2g0o.detail.0.0.f87fV2YXV2YX7C
88	MAFIRRY Sexy Store	https://www.aliexpress.com/store/1101836244?spm=a2g0o.detail.0.0.5190I35uI35uTY
89	Mandy Mandy Store	https://www.aliexpress.com/store/1102272109?spm=a2g0o.detail.0.0.1de127b77dnBCd
90	Mandylandy Apparel Store	https://www.aliexpress.com/store/1101823153?spm=a2g0o.detail.0.0.490e70V770V7aT
91	Mandylandy Trend Store Store	https://www.aliexpress.com/store/1102927096?spm=a2g0o.detail.0.0.601f8Akc8AkcBi
92	Margotladys Store	https://www.aliexpress.com/store/1101298998?spm=a2g0o.detail.0.0.72893300FI3QXM
93	Men s Shirt Hoodie Store Store	https://www.aliexpress.com/store/1103295317?spm=a2g0o.detail.0.0.688fkNfjkNfjE8
94	Mi Mi Store	https://www.aliexpress.com/store/1101262202?spm=a2g0o.detail.0.0.4bbc6e4z6e4zNV
95	MICAH2FIRST Store	https://www.aliexpress.com/store/1101620909?spm=a2g0o.detail.0.0.4340PIW6PIW6x0
96	Minimalist kk Store	https://www.aliexpress.com/store/1101768532?spm=a2g0o.detail.0.0.71de2093IY4X9S
97	Missyou Muses Store	https://www.aliexpress.com/store/1101311938?spm=a2g0o.detail.0.0.e3985ZS55ZS5tv
98	Mr.22 Store	https://www.aliexpress.com/store/1101914164?spm=a2g0o.detail.0.0.abc25650UV9kXj
99	MSLL Store	https://www.aliexpress.com/store/1102291444?spm=a2g0o.detail.0.0.3cf4jr2ajr2a5B
100	MUSBEMA Store	https://www.aliexpress.com/store/1102714445?spm=a2g0o.detail.0.0.4e945PtM5PtMX c
101	My clothes Store	https://www.aliexpress.com/store/1101286425?spm=a2g0o.detail.0.0.ecf49GBn9GBn1q

No.	Seller's Name	Link to Seller's Page
102	Ocsplus Boutique Store	https://www.aliexpress.com/store/1103015664?spm=a2g0o.detail.0.0.5e95417aUicle7&sortType=bestmatch_sort
103	OFS 49 Store Shangrao Ofei Shang Technology Co., Ltd.	https://www.aliexpress.com/store/1102858497?spm=a2g0o.detail.0.0.587f600bimj7yy
104	One And Only Fishion Store	https://www.aliexpress.com/store/1101984356?spm=a2g0o.detail.0.0.68876d4avsEww1
105	Oufisun 55 Store	https://www.aliexpress.com/store/1103045593?spm=a2g0o.detail.0.0.6cdeIf6Dif6DLW
106	Peace And Love Store	DISMISSED
107	Personalization Clothing	https://www.aliexpress.com/store/1102672860?spm=a2g0o.detail.0.0.539dSAkLSAkLen
108	PETROVIC Ali-fashion	https://www.aliexpress.com/store/1101792386?spm=a2g0o.detail.0.0.536fwMsTwMsTpc
109	PLSIF Official Store	https://www.aliexpress.com/store/1101544016?spm=a2g0o.detail.0.0.38f6578eAqnoAy
110	PLUS SIZE BIKINI Store	https://www.aliexpress.com/store/1102133994?spm=a2g0o.detail.0.0.6195iKsziKszcn
111	Pretty Clothes Store	Represented by Adam Urbanczyk
112	Princess Of Butterfly Store	https://www.aliexpress.com/store/1102994489?spm=a2g0o.detail.0.0.948cTiwGTiwG2r
113	Rachel's Clothes Store	https://www.aliexpress.com/store/1101653892?spm=a2g0o.detail.0.0.4cccAwyqAwyqLL
114	Rainbowlike2021 Store	https://www.aliexpress.com/store/1101956527?spm=a2g0o.detail.0.0.4daaWFy5WFy55c
115	RE Wearing Store	Represented by Adam Urbanczyk
116	Rose Apparel Store	Represented by Adam Urbanczyk
117	RyansJewelry Store	Represented by Adam Urbanczyk
118	RyansWatch Store	Represented by Adam Urbanczyk
119	SEABBBOT Store	https://www.aliexpress.com/store/1101277467?spm=a2g0o.detail.0.0.364f5Fv25Fv2OI
120	See you 99 Store	Represented by Adam Urbanczyk
121	sexy barbie Store	https://www.aliexpress.com/store/1102025040?spm=a2g0o.detail.0.0.2c1bUESfUESfHM
122	SEXY SWIMSUIT SHOP Store	https://www.aliexpress.com/store/1101951639?spm=a2g0o.detail.0.0.1def5Wxg5WxgnK

No.	Seller's Name	Link to Seller's Page
123	Shop1102089618 Store	https://www.aliexpress.com/store/1102089619?spm=a2g0o.detail.0.0.18c90BjI0BjI7K
124	Shop1102112377 Store	https://www.aliexpress.com/store/1102110417?spm=a2g0o.detail.0.0.26abS2vTS2vTzy
125	Shop1102372800 Store	https://www.aliexpress.com/store/1102377801?spm=a2g0o.detail.0.0.ef1dqUPbqUPb0p
126	Shop1102474073 Store	https://www.aliexpress.com/store/1102472084?spm=a2g0o.detail.0.0.40e4LeHRLLeHRE7
127	Shop1102602785 Store	https://www.aliexpress.com/store/1102602786?spm=a2g0o.detail.0.0.2aa2WiqJWiqJUq
128	Shop1102694969 Store	https://www.aliexpress.com/store/1102701006?spm=a2g0o.detail.0.0.1bd01adflfWTIK
129	Shop1102802496 Store	https://www.aliexpress.com/store/1102798561?spm=a2g0o.detail.0.0.5d268Glf8Glfwf
130	Shop1102856073 Store	https://www.aliexpress.com/store/1102860054?spm=a2g0o.detail.0.0.213asNJNsNJNwX
131	Shop1102951053 Store	https://www.aliexpress.com/store/1102937579?spm=a2g0o.detail.0.0.46e25b13kxAsv9
132	Shop1102964364 Store	https://www.aliexpress.com/store/1102959347?spm=a2g0o.detail.0.0.1850DzPwDzPwUn
133	Shop1102994011 Store	https://www.aliexpress.com/store/1102995005?spm=a2g0o.detail.0.0.78f5WPEsWPEsw4
134	Shop1103009240 Store	https://www.aliexpress.com/store/1103009241?spm=a2g0o.detail.0.0.16e7p17wp17w50
135	Shop1103199553 Store	https://www.aliexpress.com/store/1103206485?spm=a2g0o.detail.0.0.3e3dD4QuD4QuwS
136	Shop1103207479 Store	https://www.aliexpress.com/store/1103201563?spm=a2g0o.detail.0.0.17ab5Zzx5ZzxJA
137	Shop1103276252 Store	https://www.aliexpress.com/store/1103271307?spm=a2g0o.detail.0.0.42d5YhqKYhqKiT
138	Shop1103304670 Store	https://www.aliexpress.com/store/1103318663?spm=a2g0o.detail.0.0.f5f1KblzKblzxZ
139	Shop1103322979 Store	https://www.aliexpress.com/store/1103328423?spm=a2g0o.detail.0.0.18a98ac8rNgSvB
140	Shop1103326345 Store	https://www.aliexpress.com/store/1103338250?spm=a2g0o.detail.0.0.bc7e6072wDPTJG
141	Shop1103471271 Store	https://www.aliexpress.com/store/1103474301?spm=a2g0o.detail.0.0.577eXSLGXSLGUK

No.	Seller's Name	Link to Seller's Page
142	Shop110--ljl-yy1 Store	https://www.aliexpress.com/store/1102348341?spm=a2g0o.detail.0.0.7c1bRbzpRbzpzy
143	Shop4808172 Store	https://www.aliexpress.com/store/1101314247?spm=a2g0o.detail.0.0.11459mNs9mNsab
144	Shop4923029 Store	https://www.aliexpress.com/store/1101318052?spm=a2g0o.detail.0.0.1992MnIYMnIYp5
145	Shop5790089 Store	https://www.aliexpress.com/store/1101388619?spm=a2g0o.detail.0.0.3364ebxiebxi73
146	Shop5800592 Store	https://www.aliexpress.com/store/1101386972?spm=a2g0o.detail.0.0.4201hE6ZhE6ZR7
147	Shop5886157 Store Ouyas (Shenzhen) Industrial Co., Ltd.	https://www.aliexpress.com/store/1101401721?spm=a2g0o.detail.0.0.27fd6e9aB1SHwc
148	Shop900254458 Store	https://www.aliexpress.com/store/1101497108?spm=a2g0o.detail.0.0.2d2f464bzkHwvr
149	Shop911251404 Store	https://www.aliexpress.com/store/1101592076?spm=a2g0o.detail.0.0.19ec6d91XfT5iI
150	Showyer Clothes Store	https://www.aliexpress.com/store/1101294447?spm=a2g0o.detail.0.0.50ef3aqK3aqKWk
151	Sicilian girl Store	https://www.aliexpress.com/store/1101599361?spm=a2g0o.detail.0.0.3a4966deCvZTFw
152	SIMOVIA Official Store	https://www.aliexpress.com/store/1101223179?spm=a2g0o.detail.0.0.65d63e28ZAHjj2
153	Simptoo Store	https://www.aliexpress.com/store/1101754820?spm=a2g0o.detail.0.0.f4b0hcLShcLSdd
154	Soochic Store	https://www.aliexpress.com/store/1101783838?spm=a2g0o.detail.0.0.19d43e64yyvQ4F
155	sssochic Store	https://www.aliexpress.com/store/1101849189?spm=a2g0o.detail.0.0.4511244dYdZbpr
156	StyleDesign Women Store	https://www.aliexpress.com/store/1102012214?spm=a2g0o.detail.0.0.5f63yJ3PyJ3P9T
157	Sukienki Official Store	https://www.aliexpress.com/store/1101362392?spm=a2g0o.detail.0.0.7fbb78sz78szTo
158	Sumi Lavi Apparel Store	https://www.aliexpress.com/store/1101915929?spm=a2g0o.detail.0.0.6d91qMEvqMEv50
159	Sumilavi Dropshipping Store	https://www.aliexpress.com/store/1101808839?spm=a2g0o.detail.0.0.59d34d87xY5rvv
160	Sunfree Store	https://www.aliexpress.com/store/1101228000?spm=a2g0o.detail.0.0.67dalKHpIKHpzw
161	Swallow Women Store	https://www.aliexpress.com/store/1101535684?spm=a2g0o.detail.0.0.56cbvi55vi558Q
162	TMALE Store Shenzhen Doha Forest Technology Co., Ltd	https://www.aliexpress.com/store/1101422587?spm=a2g0o.detail.0.0.6768oxfGoxfGtg

No.	Seller's Name	Link to Seller's Page
163	To Be Male Universe	https://www.aliexpress.com/store/1101943121
164	To Be Male Universe Clothing Store	Represented by Adam Urbanczyk
165	To Be The First Store Shenzhen Xin Core Network Technology Co., Ltd.	https://www.aliexpress.com/store/1101775834?spm=a2g0o.detail.0.0.698ds9X3s9X3AN
166	Tsukimi003 Store Wuhan Zhuzhi Mei Trading Co., Ltd	https://www.aliexpress.com/store/1101773871?spm=a2g0o.detail.0.0.40b35317rfgE1y
167	Two Per Thousand Official	https://www.aliexpress.com/store/1101221102?spm=a2g0o.detail.0.0.586d5QRG5QRGzJ
168	Two Per Thousand Official Store	https://www.aliexpress.com/store/1101221102?spm=a2g0o.detail.0.0.30d86d2aC48YZN
169	Urban Women Store	https://www.aliexpress.com/store/1101527353?spm=a2g0o.detail.0.0.4f3d7fd2dNvrel
170	VACATION BIKINI Store	https://www.aliexpress.com/store/1102741347?spm=a2g0o.detail.0.0.2f08BLUjBLUjmF
171	Valya's Store Shenzhen Yousheng Technology Co.	Represented by Adam Urbanczyk
172	VAZN Sexy Club Two Store Zhangzhou Longwen District Yuncheng Trading Co., Ltd.	https://www.aliexpress.com/store/1101350591?spm=a2g0o.detail.0.0.2384OBCgOBCgaB
173	Venus Love Store	https://www.aliexpress.com/store/1102110360?spm=a2g0o.detail.0.0.7365ZEfVZEfVaQ
174	Veryou Store	https://www.aliexpress.com/store/1101658391?spm=a2g0o.detail.0.0.6c42IzvIIzvIEz
175	VG TOWN Large Size Tankini	https://www.aliexpress.com/store/1101306586?spm=a2g0o.detail.0.0.22e01172b9gyUM
176	VIEUNSTA Apparels Store	https://www.aliexpress.com/store/1101301008?spm=a2g0o.detail.0.0.4e7adu5udu5uex
177	Vinson Tomorrow Store	DISMISSED
178	whatapp Store	https://www.aliexpress.com/store/1101786991?spm=a2g0o.detail.0.0.4c721e7cMbXEJG
179	Womaiil Store	https://www.aliexpress.com/store/1101235968?spm=a2g0o.detail.0.0.67d163eerC9XZP
180	Women Home Store	https://www.aliexpress.com/store/1103203993?spm=a2g0o.detail.0.0.188f7e62dL1z8K
181	WOWKA Store Shenzhen Yiyoubao Network Technology Co., Ltd.	Represented by Adam Urbanczyk
182	Y2K Woman Clothing Store	https://www.aliexpress.com/store/1103339338?spm=a2g0o.detail.0.0.9922762faJcrku

No.	Seller's Name	Link to Seller's Page
183	YAOOERER Store	Represented by Adam Urbanczyk
184	YAOOERYAO Store Guangzhou Guigerian Trading Co., Ltd.	Represented by Adam Urbanczyk
185	YeEr Store	https://www.aliexpress.com/store/1101941492?spm=a2g0o.detail.0.0.3924a16edVPZYK
186	YILESS Store	https://www.aliexpress.com/store/1101612685?spm=a2g0o.detail.0.0.57cflpnzLpnznw
187	YinglingGuo Store	https://www.aliexpress.com/store/1101280807?spm=a2g0o.detail.0.0.9886564d6VcxHs
188	You Different Store	Represented by Adam Urbanczyk
189	Your Swimsuit Shop Store	https://www.aliexpress.com/store/1101954304?spm=a2g0o.detail.0.0.6616KQzgKQzg44
190	YouShow Store Shenzhen Arke Technology Co., Ltd.	https://www.aliexpress.com/store/1101099547?spm=a2g0o.detail.0.0.7c741w9Hlw9HzU
191	YouYo Store SHENZHEN JIKAXIANG COMPUTER TECHNOLOGY CO., LTD	Represented by Adam Urbanczyk
192	Yueyue Hong 888 Store	https://www.aliexpress.com/store/1102800111?spm=a2g0o.detail.0.0.6517cq9Xcq9XNX
193	YUNDONG Store	https://www.aliexpress.com/store/1101194953?spm=a2g0o.detail.0.0.28786f11006P4J
194	ZHAI Store	https://www.aliexpress.com/store/1103204891?spm=a2g0o.detail.0.0.3516QMwKQMwK2q
195	Zhang Xiuling Store Wuhan game Ying collar Garment Co., Ltd	https://www.aliexpress.com/store/1101437613?spm=a2g0o.detail.0.0.d60bhdeShdeS6e
196	ZJASXMS Clothes Official Store	https://www.aliexpress.com/store/1101304226?spm=a2g0o.detail.0.0.4c1axFt4xFt4PF
197	ZJFZML Store Jinyun Chenyu Commodity Co., Ltd.	https://www.aliexpress.com/store/1101200542?spm=a2g0o.detail.0.0.1d2fU2ZMU2ZMsc
198	ZYLL Store	https://www.aliexpress.com/store/1101460724?spm=a2g0o.detail.0.0.4bc858fdAOCYZD
199	ZZFASHION Store Fuzhou Wuchu Network Technology Co., Ltd.	https://www.aliexpress.com/store/1101931401?spm=a2g0o.detail.0.0.6d5fRcN7RcN7Qy
200	KALENMOS Store	<u>DISMISSED</u>

**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-02809-JCD-MV

Honorable Jeremy C. Daniel

Magistrate Maria Valdez

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT
AGAINST THE IDENTIFIED SCHEDULE "A" DEFENDANTS**

Plaintiff Hong Kong Leyuzhen Technology Co. Limited ("Plaintiff") hereby submits this Memorandum of Law in support of its Motion for Entry of Default and Default Judgment (the "Motion") pursuant to Federal Rule of Civil Procedure 55 ("Rule 55") against the identified Schedule "A" Defendants (collectively, the "Defaulting Defendants"), which have been separately listed in Exhibit 1 to the accompanying Declaration of Katherine M. Kuhn (the "Kuhn Decl."). Plaintiff's Motion is made and based upon this Memorandum of Law, the Kuhn Declaration, the Declaration of Liangjie Li (the "Li Decl."), the papers and pleadings on file in this action, and any argument of counsel the Court may entertain. Plaintiff's Motion for entry of Default and Default Judgment disposes of all non-appearing defendants.

I. INTRODUCTION

On July 17, 2024, the Court authorized electronic service via email on the Schedule "A" Defendants in connection with issuing the Temporary Restraining Order ("TRO") which was then converted into a Preliminary Injunction August 14, 2024 [Dkt. Nos. 23, 33]. Plaintiff completed service on all named Defendants and filed a Return of Service on August 7, 2024 [Dkt. No. 30]. The deadline to respond to the Complaint was August 28, 2024.

Plaintiff seeks an award of \$5,000 statutory damages pursuant to 17 U.S.C. § 504(c) against each individual Defaulting Defendant, which Plaintiff requests to be enhanced to \$15,000 for their willful infringement of the 52 images protected by the federally registered copyright asserted in this action, VA0002379894 (the "Copyright Protected Images"). (Kuhn Decl. ¶ 5.) Plaintiff additionally requests the Court issue a permanent injunction against the Defaulting Defendants. *See* 17 U.S.C. § 502(a). Alternatively, Plaintiff requests issuance of a permanent injunction based on the Defaulting Defendants' willful violation of the Uniform Deceptive Trade Practices Act.

II. LEGAL STANDARD

Pursuant to Federal Rule of Civil Procedure 12(a)(1)(A), the Defaulting Defendants had twenty-one (21) days to answer or otherwise respond to Plaintiff's Complaint in this action. Fed. R. Civ. P. 12(a)(1)(A)", Under Federal Rule of Civil Procedure 55(a), "when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default." Fed. R. Civ. P. 55(a).

III. FACTUAL BACKGROUND

As alleged in the Complaint, here the Defaulting Defendants have publicly displayed unlicensed and unauthorized reproductions of Plaintiff's Copyright Protected Images on the AliExpress.com online sales platform (the "Platform") to market and sell competing products using

Plaintiff's authentic Rotita brand Copyrighted images, thereby deceiving public consumers as to the quality, nature, and source of goods being purchased. (Kuhn Decl. ¶ 6.) Moreover, the Defaulting Defendants are alleged to be operating as part of a coordinated, sophisticated network that utilizes a common supply chain and manufacturing source to fulfill consumer orders. As of the filing of this Motion, approximately three hundred ninety-four (394) days have expired since electronic service was effectuated on the Schedule "A" Defendants, which includes the Defaulting Defendants that are the subject of Plaintiff's Motion. (Kuhn Decl. ¶ 4.) To date, none of the Defaulting Defendants have answered or otherwise responded to Plaintiff's Complaint. (*Id.*) Therefore, the Clerk of the Court is compelled to enter default pursuant to Rule 55(a) against the Defaulting Defendants.

When the Court determines that a defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the defendants are liable as a matter of law as to each cause of action alleged in the complaint. *Black v. Lane*, 22 F.3d 1395, 1399 (7th Cir. 1994). Here, Defaulting Defendants have willfully and intentionally infringed Plaintiff's Copyright Protected Images, supporting the Plaintiff's request for enhanced statutory damages. Plaintiff meets the requirements for entry of the requested default judgment under Rule 55(b)(2).

IV. 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.] Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets business activities toward consumers in Illinois and causes harm to

Plaintiff's business within this judicial district. [Dkt. No. 1 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 the case at bar, it is unquestionable that the Defaulting Defendants are subject to personal jurisdiction in this action.

B. Plaintiff Has Met the Requirements for Entry of Default Under Rule 55(a)

Pursuant to Rule 55(a), "when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default." Fed. R. Civ. P. 55(a). Plaintiff clearly meets these requirements. Here, Plaintiff filed its Complaint alleging, among other claims, Copyright Infringement (Count I), False Designation of Origin (Count II), and violation of the Uniform Deceptive Trade Practices Act (Count III) as asserted in the company's Complaint. [Dkt. No. 1 at 35-61.]. All Defendants, which includes the Defaulting Defendants, were properly served with the Complaint, Summons, and all supporting documents via electronic service on August 7, 2024. [Dkt. No. 30] The Defaulting Defendants had twenty-one (21) days to answer or otherwise respond to Plaintiff's Complaint pursuant to Rule 12(a)(1)(A). Here, the Defaulting Defendants were required to answer or otherwise respond to the First Amended Complaint on or before August 28, 2024. [*Id.*] As of the filing of this Motion, approximately three hundred ninety-four (394) days have expired since electronic service was effectuated on the Schedule "A" Defendants, which includes the Defaulting Defendants that are the subject of Plaintiff's Motion. (Kuhn Decl. ¶ 4.) To date, none of the Defaulting Defendants have answered or otherwise responded to Plaintiff's

Complaint. (*Id.*) Accordingly, the Clerk of the Court is compelled to enter default and default judgment pursuant to Rule 55 against the Defaulting Defendants.

C. Plaintiff is Entitled to Entry of the Requested Default Judgment

A default judgment establishes, as a matter of law, that named, unresponsive defendants are liable on each cause of action alleged against them in the complaint. *Di Mucci*, 879 F.2d at 1497. When a court determines that a defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the defendants are liable as a matter of law as to each cause of action alleged in the complaint upon entry of default judgment. *Black*, 22 F.3d at 1399. Here, significantly more than twenty-one (21) days have passed since Defendants were served, and no answer or other responsive pleading has been filed by any of the Defaulting Defendants identified in Schedule "A." *See* Fed. R. Civ. P. 12(a)(1)(A). Therefore, an entry of a default judgment is appropriate.

Moreover, Plaintiff is entitled to the following remedies through the issuance of a default judgment against the Defaulting Defendants: (1) an award of \$5,000 in statutory damages and profits per Defaulting Defendant for copyright infringement under 17 U.S.C. § 504(c)(1); (2) an award of enhanced \$15,000 in statutory damages per Defaulting Defendant for willful infringement pursuant to 17 U.S.C. § 504(c)(2); (3) entry of a permanent injunction pursuant to 17 U.S.C. § 502(a); and (4) alternatively, entry of a permanent injunction pursuant to 815 ILCS § 510/3.

1. Plaintiff is entitled to statutory damages under 17 U.S.C. § 504(c)(1).

Plaintiff is entitled to such relief for the Defaulting Defendants' infringement of the company's Copyright Protected Images, which it maintains was done willfully and intentionally. (Kuhn Decl. ¶¶ 5, 13, 11-12, 13.). A copyright owner is entitled to recover the actual damages

suffered for infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. 17 U.S.C. § 504(b). In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work. 17 U.S.C. § 504(b). "[S]tatutory damages have been held to be appropriate on a motion for default judgment because the defaulting party has the information needed to prove actual damages." *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). In this case at bar, Plaintiff has asserted a viable claim for infringement of its Copyright Protected Images. 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 Images in its Complaint [Dkt. No. 1] and has supplied the Court with a summary of the registration issued by the United States Copyright Office [Dkt. No. 1, Ex. 1]. Moreover, Plaintiff has set forth considerable factual allegations establishing the Defaulting Defendants have infringed the company's Copyright Protected Images. [Dkt. No. 8-5.] Therefore, the Defaulting Defendants have infringed the company's Copyright Protected Images.

Next, Plaintiff is entitled to an award of statutory damages given the circumstances in this action. An award of statutory damages is appropriate because actual damages "are often virtually impossible to prove . . ." *White*, 771 F.Supp.2d at 956. In awarding statutory damages, the court

is not required to follow any rigid formula. *Id.* (citing *Chi-Boy Music v. Charlie Club, Inc.*, 930 F.2d 1224, 1229 (7th Cir. 1991)). Instead, the court enjoys wide discretion in setting a statutory damage award within the prescribed range from \$750 to \$30,000 per infringement. *Broadcast Music, Inc. v. Star Amusements, Inc.*, 44 F.3d 485, 489 (7th Cir. 1995). The court may consider such factors as the difficulty or impossibility of proving actual damages, the circumstances of the infringement, and the efficacy of the damages as a deterrent to future copyright infringement. *Chi-Boy Music*, 930 F.2d at 1229. Here, Plaintiff has established unquestionably viable copyright infringement claims in this case. Additionally, the Defaulting Defendants' willful refusal to appear and defend against the asserted claims has deprived Plaintiff of the ability to present evidence concerning verifiable infringing sales or costs associated with such sales. (*Id.* ¶ 7.)

Specifically, Plaintiff has neither obtained, nor are the Defaulting Defendants participating in these proceedings, so that the Court can be provided with the infringers' deductible expenses related to the sale of the competing products associated with the unauthorized use and public display of Plaintiff's Copyright Protected Images. *See* 17 U.S.C. § 504(b). The third-party platform, AliExpress, also did not provide sales data to Plaintiff, not fully complying Plaintiff's expedited Discovery requests. As such, there is no verifiable information concerning the Defaulting Defendants' gross infringing sales of their competing products using Plaintiff's copyrights or the associated deductible expenses from same. (Kuhn Decl. ¶ 7.) Moreover, while Plaintiff can estimate the range of the Defaulting Defendants' net profits from their infringing sales provided by the Platform, this estimate is highly speculative and cannot affirmatively account for the advertising expenses saved through the unauthorized use and display of the company's Copyright Protected Images for which it has created at considerable expense. (Li Decl. ¶ 14.)

Therefore, an award of statutory damages is appropriate because actual damages are virtually impossible to prove in this case. *See White*, 771 F.Supp.2d at 956. Given the foregoing circumstances, and the nature of the Defaulting Defendants' conduct, Plaintiff asserts that it is entitled to an award of \$5,000 in statutory damages against each Defaulting Defendant and submits a Defendant-by-Defendant analysis showing each Defaulting Defendant, the copyright infringed, and the statutory damages requested. (Kuhn Decl. ¶¶ 7, 11, 13, Exhibit. 1.)

In this case the Defaulting Defendants were provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend. (Kuhn Decl. ¶ 7). As a result of the Defaulting Defendants' intentional decision not to appear and defend this action, Plaintiff has been deprived of a meaningful opportunity to assess the true nature of its actual damages. (*Id.*) Plaintiff has expended considerable capital in securing registration of the Copyright Protected Images and advertising its brand in the United States and in the State of Illinois. (Li Decl. ¶ 10.) This includes spending over \$80,000 to secure the company's copyright registrations with the United States Copyright Office and spending approximately \$8,000,000 to \$12,000,000 annually to advertise and promote its Rotita brand in the United States. (Li Decl. ¶ 10.) These facts unquestionably support Plaintiff's request statutory damages per infringed Copyright Protected Image per Defaulted Defendant.

To further assist the Court with its damages analysis, Plaintiff also reviewed its revenue from the Copyright Protected Images at issue in this action. (Li Decl. ¶ 11.) Plaintiff's aggregate revenue since 2022 generated from its use of these 52 Copyright Protected Images is approximately \$44,000,000. (Li Decl. ¶ 11.) On a per-image basis, this equates to an average revenue of approximately \$843,000 per image. (*Id.*) Plaintiff's individual revenues varied across the images, with amounts generally ranging from approximately \$21,500 to \$3,300,000 per image.

(Li Decl. ¶ 12). The per-work average provides a reasonable and conservative measure of value for purposes of Plaintiff's request for statutory damages. (*Id.*)

The actions of the Defaulting Defendants' infringement clearly support awarding the requested statutory damage award against them. It is without question that the Defaulting Defendants have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Images. In this regard, Plaintiff's Copyright-Protected Images, often representing product releases, have then appeared on the Defaulting Defendants' online stores maintained with the Platform. (Li Decl. ¶ 7.) Moreover, the Defaulting Defendants have unquestionably been operating their online stores using the misappropriated Copyright Protected Images through a sophisticated network utilizing a highly developed supply chain capable of supplying thousands of competing products featuring an array of similarities to Plaintiff's textile patterns and designs that could not otherwise be accomplished on an individual basis. (Kuhn Decl. ¶¶ 7, 12.) These actions by the Defendant, justify an award of statutory damages. Plaintiff respectfully requests the Court award statutory damages for copyright infringement under 17 U.S.C. § 504(c)(1) in an amount not less than \$5,000.00 per Defaulting Defendant per infringed Copyright Protected Image. (Kuhn Decl. Exhibit 1)

2. Plaintiff is entitled to enhanced statutory damages.

Here, the Defaulting Defendants' infringement clearly supports awarding an enhanced statutory damage award of, at least, treble damages against them. The Defaulting Defendants' infringing conduct in this action are willful, thereby justifying enhanced damages under 17 U.S.C. § 504(c)(2). Defaulting Defendants have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Images. (Kuhn Decl. ¶¶ 5, 11-12, 13.) Plaintiff's Copyright Protected Images, often representing recent product releases, have appeared on each the

Defaulting Defendants' online stores maintained with the Platform. (Li Decl. ¶ 7.) The Defaulting Defendants have clearly been operating their online stores using the unauthorized and unlicensed Copyright Protected Images.

Upon information and belief, the Defaulting Defendants, have been acting through their network to actively monitor and post information on the Plaintiff's pending cases on the website www.SellerDefense.cn. (Kuhn Decl. ¶ 9.) This has apparently been done to advise defendants in all pending actions of Plaintiff's successful prosecution of its claims, and the viability of appearing and asserting potential defenses. (*Id.*) These circumstances reveal an overall common scheme the Defaulting Defendants, to simply cut their losses where Plaintiff has a high likelihood of success, abandon any online storefront, and bask in the security that any judgment issued against them will almost certainly not be collectable in the Republic of China. (Kuhn Decl. ¶ 9.) Such circumstances support awarding Plaintiff enhanced statutory damages in this action. *See Chi-Boy Music*, 930 F.2d at 1229. The facts presented further support awarding the enhanced statutory damages against the Defaulting Defendants on the grounds that they should serve as a deterrent to future conduct. *Id.* at 1229-30.

Here, the Defaulting Defendants are watching the results of Plaintiff's copyright infringement enforcement actions in this judicial district. (Kuhn Decl. ¶ 9.) To maximize the deterrent effect of the Court's anticipated default and default judgment, Plaintiff is asking that enhanced statutory damages be imposed on the Defaulting Defendant for each alleged infringement of the Copyright Protected Images. (*Id.* ¶ 10.) The Defaulting Defendants have simply taken the apparent position that any recovery issued by a court is not executable against their assets on the named online platform in the U.S. This conduct demonstrates an intentional willingness to ignore the Court's authority to impose significant statutory damages in this action

to send a message to the Defaulting Defendants, and all other similar infringers, that they will incur substantial liability for their actions. In doing so, hopefully the Defaulting Defendants, or other similar infringers monitoring this case, will post this anticipated award on the www.SellerDefense.cn website as notice of the consequences for their intentional, and orchestrated actions.

Plaintiff respectfully requests the Court enter an award of \$5,000 statutory damages per Defaulted Defendant per infringed Copyright Protected Image, which should be treble enhanced to \$15,000 for willful infringement per Defaulted Defendant per infringed Copyright Protected Work, pursuant to 17 U.S.C. § 504(c)(2). A Defendant-by-Defendant request analysis is provided as Exhibit 1 to the Kuhn Declaration. (Kuhn Decl. ¶¶ 7, 11, 13, Exhibit. 1).

3. Plaintiff is entitled to a permanent injunction.

Next, Plaintiff is entitled to entry of a permanent injunction against the Defaulting Defendants. This request is justified under either 17 U.S.C. § 502(a).

This provision allows courts to issue such relief on terms deemed reasonable to protect the rights of copyright holders. In cases where defendants fail to respond or appear, courts have consistently granted permanent injunctions as part of default judgments, particularly when there is evidence of ongoing or likely future infringement. For example, in *Virgin Records Am. Inc. v. Johnson*, the court granted a permanent injunction under § 502(a) due to the defendant's failure to respond and the likelihood of continued infringement, emphasizing the public interest in upholding copyright protections. *Virgin Records Am. Inc. v. Johnson*, 441 F. Supp. 2d 963. Here, Defaulting Defendants have elected to not appear or respond to the lawsuit and therefore shows a likelihood they will continue infringement absent a permanent injunction.

Courts in the 7th Circuit have also applied the four-factor test for injunctive relief, requiring plaintiffs to show irreparable harm, inadequacy of legal remedies, a balance of hardships favoring the plaintiff, and that the injunction serves the public interest. In *White v. Marshall*, the court noted that copyright infringement often constitutes irreparable harm and that monetary damages are inadequate, justifying injunctive relief. *White v. Marshall*, 771 F. Supp. 2d 952. Additionally, courts have recognized a presumption of irreparable harm in copyright cases, further supporting the issuance of permanent injunctions. *See also In re Aimster Copyright Litig.*, 252 F. Supp. 2d 634. Here, Plaintiff has a valid copyright claim against Defaulting Defendants, which has a presumption of irreparable harm in this case. Additionally, permanently enjoining the copyright infringement will ensure that public interest is met, by preventing any future, continued infringement of the Copyrighted Images by the Defendants.

As such, Plaintiff's right to permanent injunctive relief under 17 U.S.C. § 502(a) is uncontested and supported by the substantial evidentiary record previously provided to the Court. Accordingly, Plaintiff is entitled to issuance of permanent injunctive relief against the Defaulting Defendants.

IV. CONCLUSION

Under Rule 55(b)(2), Plaintiff respectfully requests this Court for entry of a default judgment finding the Defaulting Defendants liable on all counts asserted in Plaintiff's Complaint. [Dkt. No. 1.] These asserted counts include claims for Copyright Infringement (Count I), False Designation of Origin (Count II), and violation of the Illinois Uniform Deceptive Trade Practices Act (Count III). [Dkt. No. 1 at 35-61.] In granting its request, Plaintiff asks the Court to award the following: (1) \$5,000 in statutory damages per Defaulting Defendant per infringed Copyright Protected Image pursuant to 17 U.S.C. § 504(c)(1); (2) enhanced treble statutory damages of

\$15,000 per Defaulting Defendant per infringed Copyright Protected Image based on their willful infringement pursuant to 17 U.S.C. § 504(c)(2); (3) issuance of a permanent injunction against the Defaulting Defendants pursuant to 17 U.S.C. § 502(a); and (4) such other relief as the Court deems just and proper.

DATED: September 8, 2025

Respectfully submitted,

By: /s/ Joseph W. Droter

Joseph W. Droter (Bar No. 6329630)

Katherine M. Kuhn (Bar No. 6331405)

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of September 2025, 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 system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, AliExpress.

By: /s/ Joseph W. Droter
Joseph W. Droter (IL Bar No. 6329630)

No.	Seller's Name	Email Address
1	ALAM Store Shenzhen Fashion Point E-commerce LTD.	gustavepr@sina.com
2	001 Factory Store	cishiwusheng001@163.com
3	003 Factory Store	cishiwusheng003@163.com
4	01 Small Fish Store	chenshuo2020163@163.com
5	A Promise Clothes Store	1343408421@qq.com
7	ABC BIKINI Store Putian City Valerian Yao Trading Co. Ltd.	1192446877@qq.com
8	Active Fitness Outdoors	conleyt@163.com
9	Adent Store	jingtiansoo@outlook.
11	AliClothes Store	qq601838264@163.com
12	AOMEI Global Store Zhongshan Nuoshang Clothing Co. Ltd.	nuoshang10@outlook.com
15	Art Life drop shipping Store	smtqhhysy46@163.com
16	bang boom Store	yipingfushigs@163.com
17	Beach Fun Swimsuit Store	2505422324@qq.com

No.	Seller's Name	Email Address
19	Belleyoo Store	lipswag04@sina.com
21	Bertas FashionClothesFactory Store Fuzhou Betas Trading Co., Ltd.	3313162412@qq.com
23	Bluelans Fashion Clothes Store Shenzhen Hengdaqi Network Technology Co., Ltd.	smthdqwlyxgs2@163.com
24	Brown CBC Store	qinweisumaitong2@163.com
25	Buy happiness Store	smtfskjyxs5@163.com
26	BXG Girl Store	smtmanshanwangluo1@163.com
27	Chacs Store	vincentchen797@hotmail.com
28	Chamliforve Africa Clothes Store	chamliforve01@sina.com
29	Cheerful Kids Life Toy City Store	smtqhhysy17@163.com
31	Chunchen DropShipping Store Hefei Chunchen Network Technology Co., Ltd.	chunchen999@126.com
32	Classic Outfit Store	smtjiuplvbya3@163.com
34	Cure Drop Shipping Store	2182636997@qq.com
35	Divine- Store	xingwei2258@qq.com
36	DressFashionFactory Store	y13306047726@163.com
37	Dropshipping Choice Store	yonahchoice@163.com
38	Dropshipping Shenzhen China Clothes Store	smtlgdwlyxgs1@163.com
39	DropshippingY2K Store	cwingsteey2k@126.com
41	DUTRIEUX Sexy Store Kunming Stone Attribution Thousand Trading Co., Ltd.	yingshiyunyou6600@163.com
43	Ebuy dropshipping Store	sumilavi05@163.com
44	Ebuying online	812955538@qq.com
47	Engine City Store	smtqhhysy39@163.com
49	Everything Possible Store	showyer0120@yahoo.com
50	FAIRY SEASON Store	noble-mindedperson@21cn.com
51	Fanbety Apparel Store	fanbety04@sina.com
52	Fanbety Store	fanbety01@163.com
54	Fascination Beauty Store	qluanjuju1@163.com

No.	Seller's Name	Email Address
55	Fashion Queen Love Store	szsyjmyyxs002@163.com
56	Fashion Women Garment	smtalssmyxgs6@163.com
59	Faxion Store	1922455405@qq.com
60	fei Store	zacherr@sina.com
61	Flashe Store	3177367129@qq.com
62	freestlye Store	maurend@sina.com
63	FX CHAO Store	brightzhao2012@163.com
64	Gluehwein Clothes Store	smtfyfsmxgs4@163.com
65	GUO SWIMSUIT Store Quanzhou Yunou Trading Co., Ltd.	bguosmt02@163.com
66	Heavy Discount Clothes Store	smtrwskjyxgs5@163.com
67	HI RENAISSANCE Store	smtaljsmyxgs1@163.com
68	Hi Sexy Girl Store	s18319336495@163.com
69	HIAVAVA Store Xingcheng Qianyu Garment Factory	15940568343@163.com
70	HUAJUANER DISCOUNT Store Zhenping Huajuan Trading Co., Ltd.	n8juanxun@163.com
71	IMDVC Official Store	imdvc2021@163.com
73	JUCLEO Official Store	jucleo@163.com
74	Kawaii Clothes Wholesale Store	1437275974@qq.com
75	KongClothes Store	aibiwenqq@163.com
76	Ladifasin Store Twenty-three (Shenzhen) Electronic Commerce Co., Ltd.	2382204598@qq.com
77	Lily Cheap Clothing Store	smtjiuplvbya5@163.com
78	Lipswag Store New Situ Technology (Shenzhen) Co., Ltd.	lipswag01@163.com
79	lipswag Swimwear Store	lipswag07@163.com
80	LLYY beach Store	529305114@qq.com
81	Loive Store	3420370680@qq.com
82	Loving secret store	macfashion@sina.com

No.	Seller's Name	Email Address
83	LS-fullhouse Store	15265234222@163.com
84	Lslaica women's Store	296093082@qq.com
85	Luckys Sports Store	yuanlinstore4@sina.com
86	lucylady Store	zclzjy981@163.com
87	LUO XIAO HEI Store	okok6181@163.com
88	MAFIRRY Sexy Store	joyousesale05@126.com
89	Mandy Mandy Store	madismt18@163.com
90	Mandylandy Apparel Store	madismt14@163.com
91	Mandylandy Trend Store Store	madismt20@163.com
92	Margotladys Store	601838264@qq.com
93	Men s Shirt Hoodie Store Store	3209838937@qq.com
94	Mi Mi Store	uptonner@sina.com
95	MICAH2FIRST Store	micahapparel@163.com
96	Minimalist kk Store	smttyhkjyxgs3@163.com
97	Missyou Muses Store	wanmeijingmao@163.com
98	Mr.22 Store	ofs0022@163.com
99	MSLL Store	smtdnsmyxgs3@163.com
100	MUSBEMA Store	ctysmt3@163.com
101	My clothes Store	debizhoct@outlook.com
102	Ocsplus Boutique Store	ocssmtqtb202303@outlook.com
103	OFS 49 Store Shangrao Ofei Shang Technology Co., Ltd.	ofs0049@163.com
104	One And Only Fashion Store	smtmncsmyxgs1@163.com
105	Oufisun 55 Store	ofs0055@163.com
107	Personalization Clothing	xuantu1996_4@163.com
108	PETROVIC Ali-fashion	sdrk016@163.com
109	PLSIF Official Store	wuyirusi004@163.com

No.	Seller's Name	Email Address
110	PLUS SIZE BIKINI Store	hjqsm888@163.com
112	Princess Of Butterfly Store	smttfdzswyxgs4@163.com
113	Rachel's Clothes Store	smtshenmeida4@163.com
114	Rainbowlike2021 Store	a13905071630@163.com
119	SEABBBOT Store	18559106099@qq.com
121	sexy barbie Store	yingweisumaitong6@163.com
122	SEXY SWIMSUIT SHOP Store	linrongusa2016@qq.com
123	Shop1102089618 Store	mkeo152loo02@126.com
124	Shop1102112377 Store	yixinshipin5@163.com
125	Shop1102372800 Store	yagefeini1993@163.com
126	Shop1102474073 Store	1651446989@qq.com
127	Shop1102602785 Store	lebulangsam5504@163.com
128	Shop1102694969 Store	geojier22@163.com
129	Shop1102802496 Store	weilianmusi8881@163.com
130	Shop1102856073 Store	btqsj8@163.com
131	Shop1102951053 Store	990690832@qq.com
132	Shop1102964364 Store	1214127601@qq.com
133	Shop1102994011 Store	vieunsta04@163.com
134	Shop1103009240 Store	h1engmeifz@outlook.com
135	Shop1103199553 Store	bienfuzhuang001@163.com
136	Shop1103207479 Store	bienfuzhuang002@163.com
137	Shop1103276252 Store	yingshiyunyou6602@163.com
138	Shop1103304670 Store	imdvc2034@163.com
139	Shop1103322979 Store	langshengyundon880@163.com

No.	Seller's Name	Email Address
140	Shop1103326345 Store	xuantu1996_19@163.com
141	Shop1103471271 Store	langshengyundon881@163.com
142	Shop110--ljl-yy1 Store	lijianglan2021@163.com
143	Shop4808172 Store	gaobaio@outlook.com
144	Shop4923029 Store	srjbdzsw02@163.com
145	Shop5790089 Store	longhaiqueshang20@163.com
146	Shop5800592 Store	3489076570@qq.com
147	Shop5886157 Store Ouyas (Shenzhen) Industrial Co., Ltd.	124414047@qq.com
148	Shop900254458 Store	376197591@qq.com
149	Shop911251404 Store	vesterday@sina.com
150	Showyer Clothes Store	shower0120@sina.com
151	Sicilian girl Store	y18810380811@163.com
152	SIMOVIA Official Store	15019243500@139.com
153	Simptoo Store	357334494@qq.com
154	Soochic Store	xinchuangsi06@163.com
155	sssochic Store	sumilavi06@163.com
156	StyleDesign Women Store	y15396205624@163.com
157	Sukienki Official Store	n567788@126.com
158	Sumi Lavi Apparel Store	feimi002@163.com
159	Sumilavi Dropshipping Store	sumilavi02@163.com
160	Sunfree Store	heiniuer@outlook.com
161	Swallow Women Store	zheng2939@126.com
162	TMALE Store Shenzhen Doha Forest Technology Co., Ltd	halinstore6@sina.com
163	To Be Male Universe	smtlnssmyxgs4@163.com
165	To Be The First Store Shenzhen Xin Core Network Technology Co., Ltd.	smtxkrwlyxgs2@163.com

No.	Seller's Name	Email Address
166	Tsukimi003 Store Wuhan Zhuzhi Mei Trading Co., Ltd	bao13545175009@126.com
167	Two Per Thousand Official	15019243500@sina.cn
168	Two Per Thousand Official Store	15019243500@sina.cn
169	Urban Women Store	whm545039163@163.com
170	VACATION BIKINI Store	ctysmt4@163.com
172	VAZN Sexy Club Two Store Zhangzhou Longwen District Yuncheng Trading Co., Ltd.	yuncheng2019@hotmail.com
173	Venus Love Store	aiyongyuan2022@163.com
174	Veryou Store	yukesumaitong1@163.com
175	VG TOWN Large Size Tankini	bigzhu.zhu@foxmail.com
176	VIEUNSTA Apparels Store	lipswag06@163.com
178	whatapp Store	liukaiyi202106@163.com
179	Womai Store	allywit@sina.com
180	Women Home Store	zhouweitai02@163.com
182	Y2K Woman Clothing Store	kesanhui02@163.com
185	YeEr Store	caixian0413@sina.com
186	YILESS Store	geojier06@163.com
187	YinglingGuo Store	sunnyliu77@sohu.com
189	Your Swimsuit Shop Store	kkijj120@163.com
190	YouShow Store Shenzhen Arke Technology Co., Ltd.	wangfeiwf424@163.com
192	Yueyue Hong 888 Store	yajing2022810@163.com
193	YUNDONG Store	kwillyoulove@163.com
194	ZHAI Store	smtbstslsmyxgs1@163.com
195	Zhang Xiuling Store Wuhan game Ying collar Garment Co., Ltd	3053115996@qq.com
196	ZJASXMS Clothes Official Store	821328162@qq.com
197	ZJFZML Store Jinyun Chenyu Commodity Co., Ltd.	cyrh0578@163.com

No.	Seller's Name	Email Address
198	ZYLL Store	444808830@qq.com
199	ZZFASHION Store Fuzhou Wuchu Network Technology Co., Ltd.	1580442290@qq.com

**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-02809-JCD-MV

Honorable Jeremy C. Daniel

Magistrate Maria Valdez

**DECLARATION OF KATHERINE M. KUHN IN SUPPORT OF
MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT**

I, Katherine M. Kuhn, of the City of Chicago, in the State of Illinois, declare as follows:

1. 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.

2. I make this declaration in support of Plaintiff's Motion for Default and Default Judgment (the "Motion") against the identified Schedule "A" Defendants (collectively, the "Defaulting Defendants"), which have been separately listed in Exhibit 1 to this Declaration.

3. 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 one of the attorneys for Plaintiff Hong Kong Leyuzhen Technology Co. Ltd. ("Plaintiff"). I make this declaration from my matters within my own knowledge unless stated otherwise.

4. I hereby certify that the Defaulting Defendants (as defined in the accompanying Memorandum) have failed to plead or otherwise defend this action within twenty-one (21) days after being served with the Summons and First Amended Complaint in this action in violation of Federal Rule of Civil Procedure 12(a)(1)(A). Specifically, all Schedule “A” Defendants were served with copies of the Summons and Complaint via electronic service authorized by the Court on August 7, 2024, which is reflected in the Return of Summons filed in this case. [Dkt. No. 30] As of the filing of this Motion, approximately three hundred ninety-four (394) days have expired since electronic service was effectuated on the Schedule “A” Defendants, which includes the Defaulting Defendants that are the subject of Plaintiff’s Motion. None of the identified Defaulting Defendants have answered or otherwise responded to Plaintiff’s Complaint in this action.

5. Plaintiff’s asserted claims for relief in this action involve the intentional, willful infringement of the 52 federally registered copyright protected images, VA0002379894. (the “Copyright Protected Images”).

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

7. Plaintiff is entitled to statutory damages in this action as described in **Exhibit 1** to this Declaration, which shows the Statutory Damages Request based on the copyright infringement. First, the Defaulting Defendants were provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend this action. Additionally, the platform AliExpress has informed Plaintiff that it does not send sales data for Defendants. As a result of the

Defaulting Defendants' intentional decision not to appear and defend this action, coupled with AliExpress's lack of providing complete sales data, Plaintiff has been deprived of a meaningful opportunity to assess the true nature of its actual damages. This uncertainty supports Plaintiff's requested statutory damages against the Defaulting Defendant.

8. I have been informed by Plaintiff that the aggregate revenue since 2022 generated from the use of the 52 Copyright Protected Images is approximately \$44,000,000. On a per-image basis, this equates to an average of approximately \$843,000 per image. Because these figures are derived from confidential business records, Plaintiff has not disclosed the revenue attributable to each specific image in this public filing. Plaintiff can, however, provide the underlying documentation to the Court for in camera review if requested. The per-work average provides a reasonable and conservative measure of value for purposes of statutory damages.

9. In addition, defendants in multiple copyright enforcement actions in this judicial district, which includes the Defaulting Defendants, have been acting through their network to actively monitor and post information on the Plaintiff's pending cases on the website www.SellerDefense.cn. This has apparently been done to advise defendants in all pending actions of Plaintiff's successful prosecution of its claims, and the viability of appearing and asserting potential defenses. These circumstances reveal an overall strategy by all non-appearing defendants, including the Defaulting Defendants, to simply cut their losses where Plaintiff has a high likelihood of success, abandon their online store, and bask in the security that any judgment issued against them will almost certainly not be collectable in the Republic of China. Simply put, the Defaulting Defendants are watching the results of Plaintiff's copyright infringement enforcement actions in this judicial district.

10. To maximize the deterrent effect of the Court's anticipated default and default judgment, Plaintiff is asking that enhanced statutory damages be imposed on the Defaulting Defendants for each alleged infringement of the Copyright Protected Images.

11. Such an award precludes the Defaulting Defendants from shielding themselves from monetary responsibility for the collective infringement of common Copyright Protected Images. *Desire, LLC v. Manna Textiles, Inc.*, 986 F.3d 1253, 1264-1272 (9th Cir. 2021). Rather, Plaintiff expressly requests that the Defaulting Defendants, be assessed an enhanced statutory damage award as described in **Exhibit 1** to this Declaration for their infringement of the Copyright Protected Images.

12. Plaintiff has alleged, and has offered proof, that the Defaulting Defendants have not only engaged in the infringement of the Copyright Protected Images, but they have done so through a highly sophisticated network. Moreover, the basic nature of the copyright infringement scheme employed demonstrates that the Defaulting Defendants not only knew of the impropriety of their conduct but had to implement their scheme through sophisticated sources and established supply chains. This is the only possible scenario under which the Defaulting Defendants could immediately procure, without authorization, Plaintiff's copyright protected product images and offer them for sale through their online stores.

13. The presented facts not only establish the Defaulting Defendant's knowledge and intentional infringement of Plaintiff's Copyright Protected Images. Accordingly, Plaintiff should be awarded statutory damages as described in **Exhibit 1** to this Declaration, with treble the enhancement against Defaulted Defendants based on their willful infringement of the Copyright Protected Images.

14. My office, with assistance from our client and those assisting our client, investigated the infringing activities of the Defaulting Defendants, including attempting to identify their contact information. Our investigation confirmed that the Defaulting Defendants are primarily domiciled in Asia. 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 that the foregoing is true and correct.

DATED: September 8, 2025

By: /s/ Katherine M. Kuhn
Katherine M. Kuhn (Bar No. 6331405)
BAYRAMOGLU LAW OFFICES, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of September 2025, 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 system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, AliExpress.

By: /s/ Joseph W. Droter
Joseph W. Droter (IL Bar No. 6329630)

No.	Seller's Name	Email Address
1	ALAM Store Shenzhen Fashion Point E-commerce LTD.	gustavepr@sina.com
2	001 Factory Store	cishiwusheng001@163.com
3	003 Factory Store	cishiwusheng003@163.com
4	01 Small Fish Store	chenshuo2020163@163.com
5	A Promise Clothes Store	1343408421@qq.com
7	ABC BIKINI Store Putian City Valerian Yao Trading Co. Ltd.	1192446877@qq.com
8	Active Fitness Outdoors	conleyt@163.com
9	Adent Store	jingtiansoo@outlook.
11	AliClothes Store	qq601838264@163.com
12	AOMEI Global Store Zhongshan Nuoshang Clothing Co. Ltd.	nuoshang10@outlook.com
15	Art Life drop shipping Store	smtqhhysy46@163.com
16	bang boom Store	yipingfushigs@163.com
17	Beach Fun Swimsuit Store	2505422324@qq.com

No.	Seller's Name	Email Address
19	Belleyoo Store	lipswag04@sina.com
21	Bertas FashionClothesFactory Store Fuzhou Betas Trading Co., Ltd.	3313162412@qq.com
23	Bluelans Fashion Clothes Store Shenzhen Hengdaqi Network Technology Co., Ltd.	smthdqwlyxgs2@163.com
24	Brown CBC Store	qinweisumaitong2@163.com
25	Buy happiness Store	smtfskjyxs5@163.com
26	BXG Girl Store	smtmanshanwangluo1@163.com
27	Chacs Store	vincentchen797@hotmail.com
28	Chamliforve Africa Clothes Store	chamliforve01@sina.com
29	Cheerful Kids Life Toy City Store	smtqhhysy17@163.com
31	Chunchen DropShipping Store Hefei Chunchen Network Technology Co., Ltd.	chunchen999@126.com
32	Classic Outfit Store	smtjiuplvbya3@163.com
34	Cure Drop Shipping Store	2182636997@qq.com
35	Divine- Store	xingwei2258@qq.com
36	DressFashionFactory Store	y13306047726@163.com
37	Dropshipping Choice Store	yonahchoice@163.com
38	Dropshipping Shenzhen China Clothes Store	smtlgdwlyxgs1@163.com
39	DropshippingY2K Store	cwingsteey2k@126.com
41	DUTRIEUX Sexy Store Kunming Stone Attribution Thousand Trading Co., Ltd.	yingshiyunyou6600@163.com
43	Ebuy dropshipping Store	sumilavi05@163.com
44	Ebuying online	812955538@qq.com
47	Engine City Store	smtqhhysy39@163.com
49	Everything Possible Store	showyer0120@yahoo.com
50	FAIRY SEASON Store	noble-mindedperson@21cn.com
51	Fanbety Apparel Store	fanbety04@sina.com
52	Fanbety Store	fanbety01@163.com
54	Fascination Beauty Store	q1uanjuju1@163.com
55	Fashion Queen Love Store	szsyjmyyxgs002@163.com

No.	Seller's Name	Email Address
56	Fashion Women Garment	smtalssmyxgs6@163.com
59	Faxion Store	1922455405@qq.com
60	fei Store	zacherr@sina.com
61	Flashe Store	3177367129@qq.com
62	freestlye Store	maureend@sina.com
63	FX CHAO Store	brightzhao2012@163.com
64	Gluehwein Clothes Store	smtfyfsmxgs4@163.com
65	GUO SWIMSUIT Store Quanzhou Yunou Trading Co., Ltd.	bguosmt02@163.com
66	Heavy Discount Clothes Store	smtrwskjyxgs5@163.com
67	HI RENAISSANCE Store	smtaljsmyxgs1@163.com
68	Hi Sexy Girl Store	s18319336495@163.com
69	HIAVAVA Store Xingcheng Qianyu Garment Factory	15940568343@163.com
70	HUAJUANER DISCOUNT Store Zhenping Huajuan Trading Co., Ltd.	n8juanxun@163.com
71	IMDVC Official Store	imdvc2021@163.com
73	JUCLEO Official Store	jucleo@163.com
74	Kawaii Clothes Wholesale Store	1437275974@qq.com
75	KongClothes Store	aibiwenqq@163.com
76	Ladifasin Store Twenty-three (Shenzhen) Electronic Commerce Co., Ltd.	2382204598@qq.com
77	Lily Cheap Clothing Store	smtjiuplvbya5@163.com
78	Lipswag Store New Situ Technology (Shenzhen) Co., Ltd.	lipswag01@163.com
79	lipswag Swimwear Store	lipswag07@163.com
80	LLYY beach Store	529305114@qq.com
81	Loive Store	3420370680@qq.com
82	Loving secret store	macfashion@sina.com
83	LS-fullhouse Store	15265234222@163.com
84	Lslaica women's Store	296093082@qq.com

No.	Seller's Name	Email Address
85	Luckys Sports Store	yuanlinstore4@sina.com
86	lucylady Store	zclzjy981@163.com
87	LUO XIAO HEI Store	okok6181@163.com
88	MAFIRRY Sexy Store	joyousesale05@126.com
89	Mandy Mandy Store	madismt18@163.com
90	Mandylandy Apparel Store	madismt14@163.com
91	Mandylandy Trend Store Store	madismt20@163.com
92	Margotladys Store	601838264@qq.com
93	Men s Shirt Hoodie Store Store	3209838937@qq.com
94	Mi Mi Store	uptonner@sina.com
95	MICAH2FIRST Store	micahapparel@163.com
96	Minimalist kk Store	smttyhkjyxgs3@163.com
97	Missyou Muses Store	wanmeijingmao@163.com
98	Mr.22 Store	ofs0022@163.com
99	MSLL Store	smtdnsmyxgs3@163.com
100	MUSBEMA Store	ctysmt3@163.com
101	My clothes Store	debizhoct@outlook.com
102	Ocsplus Boutique Store	ocssmtqtb202303@outlook.com
103	OFS 49 Store Shangrao Ofei Shang Technology Co., Ltd.	ofs0049@163.com
104	One And Only Fishion Store	smtmncsmyxgs1@163.com
105	Oufisun 55 Store	ofs0055@163.com
107	Personalization Clothing	xuantu1996_4@163.com
108	PETROVIC Ali-fashion	sdrk016@163.com
109	PLSIF Official Store	wuyirusi004@163.com
110	PLUS SIZE BIKINI Store	hjqsm888@163.com
112	Princess Of Butterfly Store	smttfdzswyxgs4@163.com

No.	Seller's Name	Email Address
113	Rachel's Clothes Store	smtshenmeida4@163.com
114	Rainbowlike2021 Store	a13905071630@163.com
119	SEABBBOT Store	18559106099@qq.com
121	sexy barbie Store	yingweisumaitong6@163.com
122	SEXY SWIMSUIT SHOP Store	linrongusa2016@qq.com
123	Shop1102089618 Store	mkeo152loo02@126.com
124	Shop1102112377 Store	yixinshipin5@163.com
125	Shop1102372800 Store	yagefeini1993@163.com
126	Shop1102474073 Store	1651446989@qq.com
127	Shop1102602785 Store	lebulangsam5504@163.com
128	Shop1102694969 Store	geojier22@163.com
129	Shop1102802496 Store	weilianmusi8881@163.com
130	Shop1102856073 Store	btqsj8@163.com
131	Shop1102951053 Store	990690832@qq.com
132	Shop1102964364 Store	1214127601@qq.com
133	Shop1102994011 Store	vieunsta04@163.com
134	Shop1103009240 Store	h1engmeifz@outlook.com
135	Shop1103199553 Store	bienfuzhuang001@163.com
136	Shop1103207479 Store	bienfuzhuang002@163.com
137	Shop1103276252 Store	yingshiyunyou6602@163.com
138	Shop1103304670 Store	imdvc2034@163.com
139	Shop1103322979 Store	langshengyundon880@163.com
140	Shop1103326345 Store	xuantu1996_19@163.com
141	Shop1103471271 Store	langshengyundon881@163.com
142	Shop110--ljl-yy1 Store	lijianglan2021@163.com

No.	Seller's Name	Email Address
143	Shop4808172 Store	gaobaio@outlook.com
144	Shop4923029 Store	srjbdzsw02@163.com
145	Shop5790089 Store	longhaiqueshang20@163.com
146	Shop5800592 Store	3489076570@qq.com
147	Shop5886157 Store Ouyas (Shenzhen) Industrial Co., Ltd.	124414047@qq.com
148	Shop900254458 Store	376197591@qq.com
149	Shop911251404 Store	vesterday@sina.com
150	Showyer Clothes Store	shower0120@sina.com
151	Sicilian girl Store	y18810380811@163.com
152	SIMOVIA Official Store	15019243500@139.com
153	Simptoo Store	357334494@qq.com
154	Soochic Store	xinchuangsi06@163.com
155	sssochic Store	sumilavi06@163.com
156	StyleDesign Women Store	y15396205624@163.com
157	Sukienki Official Store	n567788@126.com
158	Sumi Lavi Apparel Store	feimi002@163.com
159	Sumilavi Dropshipping Store	sumilavi02@163.com
160	Sunfree Store	heiniuer@outlook.com
161	Swallow Women Store	zheng2939@126.com
162	TMALE Store Shenzhen Doha Forest Technology Co., Ltd	halinstore6@sina.com
163	To Be Male Universe	smtlnssmyxgs4@163.com
165	To Be The First Store Shenzhen Xin Core Network Technology Co., Ltd.	smtxkrwlyxgs2@163.com
166	Tsukimi003 Store Wuhan Zhuzhi Mei Trading Co., Ltd	bao13545175009@126.com
167	Two Per Thousand Official	15019243500@sina.cn
168	Two Per Thousand Official Store	15019243500@sina.cn
169	Urban Women Store	whm545039163@163.com

No.	Seller's Name	Email Address
170	VACATION BIKINI Store	ctysmt4@163.com
172	VAZN Sexy Club Two Store Zhangzhou Longwen District Yuncheng Trading Co., Ltd.	yuncheng2019@hotmail.com
173	Venus Love Store	aiyongyuan2022@163.com
174	Veryou Store	yukesumaitong1@163.com
175	VG TOWN Large Size Tankini	bigzhu.zhu@foxmail.com
176	VIEUNSTA Apparels Store	lipswag06@163.com
178	whatapp Store	liukaiyi202106@163.com
179	Womai Store	allywit@sina.com
180	Women Home Store	zhouweilai02@163.com
182	Y2K Woman Clothing Store	kesanhui02@163.com
185	YeEr Store	caixian0413@sina.com
186	YILESS Store	geojier06@163.com
187	YinglingGuo Store	sunnyliu77@sohu.com
189	Your Swimsuit Shop Store	kkijj120@163.com
190	YouShow Store Shenzhen Arke Technology Co., Ltd.	wangfeiwf424@163.com
192	Yueyue Hong 888 Store	yajing2022810@163.com
193	YUNDONG Store	kwillyoulove@163.com
194	ZHAI Store	smtbstslsmyxgs1@163.com
195	Zhang Xiuling Store Wuhan game Ying collar Garment Co., Ltd	3053115996@qq.com
196	ZJASXMS Clothes Official Store	821328162@qq.com
197	ZJFZML Store Jinyun Chenyu Commodity Co., Ltd.	cyrh0578@163.com
198	ZYLL Store	444808830@qq.com
199	ZZFASHION Store Fuzhou Wuchu Network Technology Co., Ltd.	1580442290@qq.com

Exhibit 1

Hong Kong Leyuzhen Technology Co. Limited v. The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A
166 Defaulted Defendants 1:24-cv-02809

Def. No.	Seller's Name	AliExpress member id	Copyright Infringed	Statutory Amount Request	Enhanced x3 Willful Statutory Amount
1	ALAM Store Shenzhen Fashion Point E-commerce LTD.	cn1520238664cpr	VA0002379894	\$5,000	\$15,000
2	001 Factory Store	cn1540756749hgiu	VA0002379894	\$5,000	\$15,000
3	003 Factory Store	cn1540742737zsjb	VA0002379894	\$5,000	\$15,000
4	01 Small Fish Store	cn1533596541xomg	VA0002379894	\$5,000	\$15,000
5	A Promise Clothes Store	cn1074145964appae	VA0002379894	\$5,000	\$15,000
7	ABC BIKINI Store Putian City Valerian Yao Trading Co. Ltd.	cn1069128595pzoae	VA0002379894	\$5,000	\$15,000
8	Active Fitness Outdoors	cn1521300438aaex	VA0002379894	\$5,000	\$15,000
9	Adent Store	cn1524533296lllb	VA0002379894	\$5,000	\$15,000
11	AliClothes Store	cn1528042552fzay	VA0002379894	\$5,000	\$15,000
12	AOMEI Global Store Zhongshan Nuoshang Clothing Co. Ltd.	cn1072803137avvae	VA0002379894	\$5,000	\$15,000
15	Art Life drop shipping Store	cn1529031494qthc	VA0002379894	\$5,000	\$15,000
16	bang boom Store	cn1521300198sqff	VA0002379894	\$5,000	\$15,000
17	Beach Fun Swimsuit Store	cn1522802444vkfx	VA0002379894	\$5,000	\$15,000
19	Belleyoo Store	cn1528792265lsoa	VA0002379894	\$5,000	\$15,000
21	Bertas FashionClothesFactory Store Fuzhou Betas Trading Co., Ltd.	cn1530138721apga	VA0002379894	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A
166 Defaulted Defendants 1:24-cv-02809

Def. No.	Seller's Name	AliExpress member id	Copyright Infringed	Statutory Amount Request	Enhanced x3 Willful Statutory Amount
23	Bluelans Fashion Clothes Store Shenzhen Hengdaqi Network Technology Co., Ltd.	cn1543457744xpbfd	VA0002379894	\$5,000	\$15,000
24	Brown CBC Store	cn1541296785wwjd	VA0002379894	\$5,000	\$15,000
25	Buy happiness Store	cn1540527482ooye	VA0002379894	\$5,000	\$15,000
26	BXG Girl Store	cn1539186592slrf	VA0002379894	\$5,000	\$15,000
27	Chacs Store	cn1073568220jrqa	VA0002379894	\$5,000	\$15,000
28	Chamliforve Africa Clothes Store	cn1540354087vxxd	VA0002379894	\$5,000	\$15,000
29	Cheerful Kids Life Toy City Store	cn1529001213lzow	VA0002379894	\$5,000	\$15,000
31	Chunchen DropShipping Store Hefei Chunchen Network Technology Co., Ltd.	cn1547674082vhus	VA0002379894	\$5,000	\$15,000
32	Classic Outfit Store	cn1075274502eiwae	VA0002379894	\$5,000	\$15,000
34	Cure Drop Shipping Store	cn1001676602	VA0002379894	\$5,000	\$15,000
35	Divine- Store	cn1532320709rtqc	VA0002379894	\$5,000	\$15,000
36	DressFashionFactory Store	cn1532320709rtqc	VA0002379894	\$5,000	\$15,000
37	Dropshipping Choice Store	cn1060203357opmae	VA0002379894	\$5,000	\$15,000
38	Dropshipping Shenzhen China Clothes Store	cn1072177745yffae	VA0002379894	\$5,000	\$15,000
39	DropshippingY2K Store	cn1542607270pkio	VA0002379894	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A
166 Defaulted Defendants 1:24-cv-02809

Def. No.	Seller's Name	AliExpress member id	Copyright Infringed	Statutory Amount Request	Enhanced x3 Willful Statutory Amount
41	DUTRIEUX Sexy Store Kunming Stone Attribution Thousand Trading Co., Ltd.	cn1072010940kvvae	VA0002379894	\$5,000	\$15,000
43	Ebuy dropshipping Store	cn1542442594xftk	VA0002379894	\$5,000	\$15,000
44	Ebuying online	cn1513041597	VA0002379894	\$5,000	\$15,000
47	Engine City Store	cn1529030059jkeh	VA0002379894	\$5,000	\$15,000
49	Everything Possible Store	cn1518367366lxfh	VA0002379894	\$5,000	\$15,000
50	FAIRY SEASON Store	cn1002047292kfvae	VA0002379894	\$5,000	\$15,000
51	Fanbety Apparel Store	cn1528828058nzkh	VA0002379894	\$5,000	\$15,000
52	Fanbety Store	cn1525761972mwqz	VA0002379894	\$5,000	\$15,000
54	Fascination Beauty Store	cn1076690201jqiae	VA0002379894	\$5,000	\$15,000
55	Fashion Queen Love Store	cn1067882746lsrae	VA0002379894	\$5,000	\$15,000
56	Fashion Women Garment	cn1546933790zdjj	VA0002379894	\$5,000	\$15,000
59	Faxion Store	cn1074840219tsjae	VA0002379894	\$5,000	\$15,000
60	fei Store	cn1520634568xpff	VA0002379894	\$5,000	\$15,000
61	Flashe Store	cn1537902261odrb	VA0002379894	\$5,000	\$15,000
62	frestlye Store	cn1520594521xggw	VA0002379894	\$5,000	\$15,000
63	FX CHAO Store	cn1543110894kkry	VA0002379894	\$5,000	\$15,000
64	Gluehwein Clothes Store	cn1544922702fuet	VA0002379894	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Individuals, Corporations, Limited
 Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A
 166 Defaulted Defendants 1:24-cv-02809

Def. No.	Seller's Name	AliExpress member id	Copyright Infringed	Statutory Amount Request	Enhanced x3 Willful Statutory Amount
65	GUO SWIMSUIT Store Quanzhou Yunou Trading Co., Ltd.	cn1071915322hyyae	VA0002379894	\$5,000	\$15,000
66	Heavy Discount Clothes Store	cn1541290220vfca	VA0002379894	\$5,000	\$15,000
67	HI RENAISSANCE Store	cn1544758178itvj	VA0002379894	\$5,000	\$15,000
68	Hi Sexy Girl Store	cn1076043014cgbae	VA0002379894	\$5,000	\$15,000
69	HIAVAVA Store Xingcheng Qianyu Garment Factory	cn1072059889qojae	VA0002379894	\$5,000	\$15,000
70	HUAJUANER DISCOUNT Store Zhenping Huajuan Trading Co., Ltd.	cn1069035651bwbae	VA0002379894	\$5,000	\$15,000
71	IMDVC Official Store	cn1530051992ubat	VA0002379894	\$5,000	\$15,000
73	JUCLEO Official Store	cn1061234222uwsae	VA0002379894	\$5,000	\$15,000
74	Kawaii Clothes Wholesale Store	cn1536606254tzjh	VA0002379894	\$5,000	\$15,000
75	KongClothes Store	cn1542218320hwis	VA0002379894	\$5,000	\$15,000
76	Ladifasin Store Twenty-three (Shenzhen) Electronic Commerce Co., Ltd.	cn1543145916ujvx	VA0002379894	\$5,000	\$15,000
77	Lily Cheap Clothing Store	cn1077289525wrsae	VA0002379894	\$5,000	\$15,000
78	Lipswag Store New Situ Technology (Shenzhen) Co., Ltd.	cn1525834128iacm	VA0002379894	\$5,000	\$15,000
79	lipswag Swimwear Store	cn1540387188busy	VA0002379894	\$5,000	\$15,000
80	LLYY beach Store	cn1524363957wfer	VA0002379894	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Individuals, Corporations, Limited
 Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A
 166 Defaulted Defendants 1:24-cv-02809

Def. No.	Seller's Name	AliExpress member id	Copyright Infringed	Statutory Amount Request	Enhanced x3 Willful Statutory Amount
81	Loive Store	cn1074792170gqtae	VA0002379894	\$5,000	\$15,000
82	Loving secret store	cn1001754329	VA0002379894	\$5,000	\$15,000
83	LS-fullhouse Store	cn1078993530qwyae	VA0002379894	\$5,000	\$15,000
84	Lslaica women's Store	cn1528760527azmp	VA0002379894	\$5,000	\$15,000
85	Luckys Sports Store	cn1529374843cxhu	VA0002379894	\$5,000	\$15,000
86	lucylady Store	cn1532059230stei	VA0002379894	\$5,000	\$15,000
87	LUO XIAO HEI Store	cn1541122960stby	VA0002379894	\$5,000	\$15,000
88	MAFIRRY Sexy Store	cn1542681822fpgq	VA0002379894	\$5,000	\$15,000
89	Mandy Mandy Store	cn1547839332szll	VA0002379894	\$5,000	\$15,000
90	Mandylandy Apparel Store	cn1542390802cpxd	VA0002379894	\$5,000	\$15,000
91	Mandylandy Trend Store Store	cn1078177057kugae	VA0002379894	\$5,000	\$15,000
92	Margotladys Store	cn1524336424aomx	VA0002379894	\$5,000	\$15,000
93	Men s Shirt Hoodie Store Store	cn1077699740zanae	VA0002379894	\$5,000	\$15,000
94	Mi Mi Store	cn1520510273nokk	VA0002379894	\$5,000	\$15,000
95	MICAH2FIRST Store	cn1539111995cbvv	VA0002379894	\$5,000	\$15,000
96	Minimalist kk Store	cn1541813562vgwa	VA0002379894	\$5,000	\$15,000
97	Missyou Muses Store	cn1526684645jqdm	VA0002379894	\$5,000	\$15,000
98	Mr.22 Store	cn1544809285aqku	VA0002379894	\$5,000	\$15,000
99	MSLL Store	cn1069083245vmeae	VA0002379894	\$5,000	\$15,000
100	MUSBEMA Store	cn1071987805lala	VA0002379894	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A
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Def. No.	Seller's Name	AliExpress member id	Copyright Infringed	Statutory Amount Request	Enhanced x3 Willful Statutory Amount
101	My clothes Store	cn1522898082maxk	VA0002379894	\$5,000	\$15,000
102	Ocsplus Boutique Store	cn1076928322uddae	VA0002379894	\$5,000	\$15,000
103	OFS 49 Store Shangrao Ofei Shang Technology Co., Ltd.	cn1075683240enca	VA0002379894	\$5,000	\$15,000
104	One And Only Fishion Store	cn1546967585btgv	VA0002379894	\$5,000	\$15,000
105	Oufisun 55 Store	cn1077120072wqhae	VA0002379894	\$5,000	\$15,000
107	Personalization Clothing	cn1074697289vlzae	VA0002379894	\$5,000	\$15,000
108	PETROVIC Ali-fashion	cn1542254662zrha	VA0002379894	\$5,000	\$15,000
109	PLSIF Official Store	cn1533988161wfyl	VA0002379894	\$5,000	\$15,000
110	PLUS SIZE BIKINI Store	cn1068218247shuae	VA0002379894	\$5,000	\$15,000
112	Princess Of Butterfly Store	cn1078321554womae	VA0002379894	\$5,000	\$15,000
113	Rachel's Clothes Store	cn1540637419appz	VA0002379894	\$5,000	\$15,000
114	Rainbowlike2021 Store	cn1547945666qyoc	VA0002379894	\$5,000	\$15,000
119	SEABBBOT Store	cn1521986940nura	VA0002379894	\$5,000	\$15,000
121	sexy barbie Store	cn1002020133bzoae	VA0002379894	\$5,000	\$15,000
122	SEXY SWIMSUIT SHOP Store	cn1547427929hajj	VA0002379894	\$5,000	\$15,000
123	Shop1102089618 Store	cn1070161518vokae	VA0002379894	\$5,000	\$15,000
124	Shop1102112377 Store	cn1528890728yjue	VA0002379894	\$5,000	\$15,000
125	Shop1102372800 Store	cn1071746865mdwae	VA0002379894	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Individuals, Corporations, Limited
 Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A
 166 Defaulted Defendants 1:24-cv-02809

Def. No.	Seller's Name	AliExpress member id	Copyright Infringed	Statutory Amount Request	Enhanced x3 Willful Statutory Amount
126	Shop1102474073 Store	cn1072059516xdhae	VA0002379894	\$5,000	\$15,000
127	Shop1102602785 Store	cn1072008885sdlae	VA0002379894	\$5,000	\$15,000
128	Shop1102694969 Store	cn1073163691qkcae	VA0002379894	\$5,000	\$15,000
129	Shop1102802496 Store	cn1072010622vkqae	VA0002379894	\$5,000	\$15,000
130	Shop1102856073 Store	cn1075704100mmsae	VA0002379894	\$5,000	\$15,000
131	Shop1102951053 Store	cn1076568286uwnae	VA0002379894	\$5,000	\$15,000
132	Shop1102964364 Store	cn1076568474bpyae	VA0002379894	\$5,000	\$15,000
133	Shop1102994011 Store	cn1076715635tzcae	VA0002379894	\$5,000	\$15,000
134	Shop1103009240 Store	cn1529400089knik	VA0002379894	\$5,000	\$15,000
135	Shop1103199553 Store	cn1069512677uduae	VA0002379894	\$5,000	\$15,000
136	Shop1103207479 Store	cn1079281036givaе	VA0002379894	\$5,000	\$15,000
137	Shop1103276252 Store	cn1072010942ogjae	VA0002379894	\$5,000	\$15,000
138	Shop1103304670 Store	cn1076426419rrtae	VA0002379894	\$5,000	\$15,000
139	Shop1103322979 Store	cn1072034689vbbae	VA0002379894	\$5,000	\$15,000
140	Shop1103326345 Store	cn1077554906jtyae	VA0002379894	\$5,000	\$15,000
141	Shop1103471271 Store	cn1072034699dyrae	VA0002379894	\$5,000	\$15,000
142	Shop110--ljl-yy1 Store	cn1073257215fnsae	VA0002379894	\$5,000	\$15,000
143	Shop4808172 Store	cn1524398516ufck	VA0002379894	\$5,000	\$15,000
144	Shop4923029 Store	cn1527142030ckyv	VA0002379894	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A
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Def. No.	Seller's Name	AliExpress member id	Copyright Infringed	Statutory Amount Request	Enhanced x3 Willful Statutory Amount
145	Shop5790089 Store	cn1530178211bqzi	VA0002379894	\$5,000	\$15,000
146	Shop5800592 Store	cn1526424833jpat	VA0002379894	\$5,000	\$15,000
147	Shop5886157 Store Ouyas (Shenzhen) Industrial Co., Ltd.	cn1532825374ughf	VA0002379894	\$5,000	\$15,000
148	Shop900254458 Store	cn1533707204kukq	VA0002379894	\$5,000	\$15,000
149	Shop911251404 Store	cn1528599336lnjl	VA0002379894	\$5,000	\$15,000
150	Showyer Clothes Store	cn1523401219ghbq	VA0002379894	\$5,000	\$15,000
151	Sicilian girl Store	cn1538833640epnw	VA0002379894	\$5,000	\$15,000
152	SIMOVIA Official Store	cn1519507690wjrb	VA0002379894	\$5,000	\$15,000
153	Simptoo Store	cn1541773096lxsz	VA0002379894	\$5,000	\$15,000
154	Soochic Store	cn1542212199raab	VA0002379894	\$5,000	\$15,000
155	sssochic Store	cn1542648558dpmq	VA0002379894	\$5,000	\$15,000
156	StyleDesign Women Store	cn1060512917eshae	VA0002379894	\$5,000	\$15,000
157	Sukienki Official Store	cn1529039601vgmn	VA0002379894	\$5,000	\$15,000
158	Sumi Lavi Apparel Store	cn1544855628gvbf	VA0002379894	\$5,000	\$15,000
159	Sumilavi Dropshipping Store	cn1542321627yhor	VA0002379894	\$5,000	\$15,000
160	Sunfree Store	cn1519589690itsz	VA0002379894	\$5,000	\$15,000
161	Swallow Women Store	cn1533691623zgrx	VA0002379894	\$5,000	\$15,000
162	TMALE Store Shenzhen Doha Forest Technology Co., Ltd	cn1524107975qtxf	VA0002379894	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Individuals, Corporations, Limited
Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A
166 Defaulted Defendants 1:24-cv-02809

Def. No.	Seller's Name	AliExpress member id	Copyright Infringed	Statutory Amount Request	Enhanced x3 Willful Statutory Amount
163	To Be Male Universe	cn1544875794kpge	VA0002379894	\$5,000	\$15,000
165	To Be The First Store Shenzhen Xin Core Network Technology Co., Ltd.	cn1542110922dnxp	VA0002379894	\$5,000	\$15,000
166	Tsukimi003 Store Wuhan Zhuzhi Mei Trading Co., Ltd	cn1541994880ljjsi	VA0002379894	\$5,000	\$15,000
167	Two Per Thousand Official	cn1519311866kwyd	VA0002379894	\$5,000	\$15,000
168	Two Per Thousand Official Store	cn1519311866kwyd	VA0002379894	\$5,000	\$15,000
169	Urban Women Store	cn1534274588cxck	VA0002379894	\$5,000	\$15,000
170	VACATION BIKINI Store	cn1071987934wpjaj	VA0002379894	\$5,000	\$15,000
172	VAZN Sexy Club Two Store Zhangzhou Longwen District Yuncheng Trading Co., Ltd.	cn1529013752wutq	VA0002379894	\$5,000	\$15,000
173	Venus Love Store	cn1067162251bhdae	VA0002379894	\$5,000	\$15,000
174	Veryou Store	cn1540631663iqrl	VA0002379894	\$5,000	\$15,000
175	VG TOWN Large Size Tankini	cn1525213086ladc	VA0002379894	\$5,000	\$15,000
176	VIEUNSTA Apparels Store	cn1524422997ncoy	VA0002379894	\$5,000	\$15,000
178	whatapp Store	cn1542192836ejbc	VA0002379894	\$5,000	\$15,000
179	Womaiill Store	cn1519979690vfij	VA0002379894	\$5,000	\$15,000
180	Women Home Store	cn1076546568vlnae	VA0002379894	\$5,000	\$15,000
182	Y2K Woman Clothing Store	cn1077026149magae	VA0002379894	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v. The Individuals, Corporations, Limited
Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A
166 Defaulted Defendants 1:24-cv-02809

Def. No.	Seller's Name	AliExpress member id	Copyright Infringed	Statutory Amount Request	Enhanced x3 Willful Statutory Amount
185	YeEr Store	cn1543948791eixb	VA0002379894	\$5,000	\$15,000
186	YILESS Store	cn1539309486kyeb	VA0002379894	\$5,000	\$15,000
187	YinglingGuo Store	cn1522011476oeoa	VA0002379894	\$5,000	\$15,000
189	Your Swimsuit Shop Store	cn1547479074itur	VA0002379894	\$5,000	\$15,000
190	YouShow Store Shenzhen Arke Technology Co., Ltd.	cn1513674903	VA0002379894	\$5,000	\$15,000
192	Yueyue Hong 888 Store	cn1073690091dorae	VA0002379894	\$5,000	\$15,000
193	YUNDONG Store	cn1517797863tjaj	VA0002379894	\$5,000	\$15,000
194	ZHAI Store	cn1077290036epdae	VA0002379894	\$5,000	\$15,000
195	Zhang Xiuling Store Wuhan game Ying collar Garment Co., Ltd	cn1528339987owqe	VA0002379894	\$5,000	\$15,000
196	ZJASXMS Clothes Official Store	cn1524675576jqde	VA0002379894	\$5,000	\$15,000
197	ZJFZML Store Jinyun Chenyu Commodity Co., Ltd.	cn1518015355oorh	VA0002379894	\$5,000	\$15,000
198	ZYLL Store	cn1518260622mcjv	VA0002379894	\$5,000	\$15,000
199	ZZFASHION Store Fuzhou Wuchu Network Technology Co., Ltd.	cn1545250884kepk	VA0002379894	\$5,000	\$15,000
				\$830,000.00	TOTAL: \$2,490,000.00

**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-02809-JCD-MV

Honorable Jeremy C. Daniel

Magistrate Maria Valdez

**DECLARATION OF LIANGJIE LI IN SUPPORT OF PLAINTIFF'S
MOTION FOR DEFAULT AND DEFAULT JUDGMENT**

I, Liangjie Li, of Hong Kong, a special administrative region of the People's Republic of China, declare as follows:

1. 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.

2. I make this declaration in support of Plaintiff's Motion for Default and Default Judgment (the "Motion").

3. I am the Chief Operations Officer for Plaintiff Hong Kong Leyuzhen Technology Co. Ltd. ("Plaintiff"). I make this declaration from my matters within my own personal knowledge unless stated otherwise.

4. Plaintiff markets and sells women's clothing and related items under the "Rotita" brand name ("Rotita").

5. Rotita is a well-known source of women’s clothing in the United States and has been the subject of rampant counterfeit sales through online platforms such as TikTok, Walmart, Amazon, Temu, eBay, Alibaba, and AliExpress (the “Platform”), which is the online sales platform at issue in this action. These are some of the largest online retailers in the World – and Plaintiff does not sell its products through any one of them. Rather, Plaintiff only sells its genuine Rotita brand products through its website rotita.com.

6. Plaintiff seeks an award of statutory damages against all defaulted Schedule “A” Defendants (the “Defaulting Defendants”) in this action. The Defaulting Defendants are accused of intentionally and willfully infringing Plaintiff’s federally registered copyright asserted in this action, VA0002379894. (the “Copyright Protected Images”).

7. It is without question that the Defaulting Defendants have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Images. In this regard, Plaintiff’s Copyright Protected Images, often representing recent product releases, have appeared on the Defaulting Defendants’ online stores maintained with the Platform (the “Online Stores”). Moreover, the Defaulting Defendants have unquestionably been operating their Online Stores using the misappropriated Copyright Protected Images through a sophisticated network utilizing a highly developed supply chain capable of supplying thousands of competing products featuring an array of Plaintiff’s textile patterns and designs that could not otherwise be accomplished on an individual basis.

8. The basic nature of the copyright infringement scheme employed demonstrates that the Defaulting Defendants not only knew of the impropriety of their conduct but had to implement their scheme through sophisticated sources and established supply chains. This is the only possible scenario under which the Defaulting Defendants could immediately procure, without

authorization, Plaintiff's copyright protected product images and offer them for sale through their Online Stores.

9. The Defaulting Defendants have intentionally used the Copyright Protected Images for soliciting their competing Rotita product sales on a Platform that Plaintiff does not, and has not, utilized to sell its authentic products.

10. Plaintiff's rough estimated gross revenue from United States sales likely exceeds \$20,000,000 USD per year. Of this amount, Plaintiff roughly estimates that over \$1,000,000 is derived from sales in the State of Illinois. Moreover, Plaintiff spends roughly anywhere from \$8,000,000 to \$12,000,000 USD each year to specifically advertise its Rotita brand in the United States through such online advertising sources as Google Ads, Facebook, and Bing. Furthermore, the company has spent more than \$80,000 in filing fees paid to the United States Copyright Office just to secure registration of copyright protected works being asserted in, currently, over twenty (20) enforcement actions initiated in this judicial district. Simply put, Plaintiff is an extremely successful company that earns millions of dollars from product sales in the United States, including within the State of Illinois. To do so, Plaintiff annually spends tens of millions of dollars advertising in the United States to promote the sale of its brand.

11. I have reviewed Plaintiff's revenue from the Copyright Protected Images at issue from Plaintiff's federally registered copyright asserted in this action. The aggregate revenue since 2022 generated from the use of these 52 Copyright Protected Images is approximately \$44,000,000. On a per-image basis, this equates to an average of approximately \$843,000 per image.

12. Plaintiff's individual revenues varied across the images, with amounts generally ranging from approximately \$21,500 to \$3,300,000 per image. Because these figures are derived

from confidential business records, Plaintiff has not disclosed the revenue attributable to each specific image in this public filing. Plaintiff can, however, provide the underlying documentation to the Court for in camera review if requested. The per-work average provides a reasonable and conservative measure of value for purposes of Plaintiff's request for statutory damages.

13. Plaintiff expects to earn a net profit of approximately 30% on the sale of its Rotita brand products. This figure, however, includes substantial advertising expenses that the Defaulting Defendants would not have to pay since they are largely capitalizing on Plaintiff's advertising efforts by misappropriating its copyright protected images and imbedding the term "Rotita" in their Temu.com search engine optimization. Doing so causes their online stores to be displayed whenever someone searches for "Rotita" on Aliexpress.com despite Plaintiff not selling authentic "Rotita" brand products on the platform.

14. Based on the foregoing, I would estimate that the Defaulting Defendants' Online Stores operate at a net profit of between 40% to 50%. I believe that a disgorgement of the Defaulting Defendants' profits would fall within the net profit range. However, it is impossible to definitively calculate the Defaulting Defendants' total sales on the Platform through their Online Stores or to ascertain their expenses related to their infringing sales because AliExpress has not provided sales data and that the Defendants have failed to appear, defend, or otherwise participate in this action.

15. The Defaulting Defendants named in the company's copyright infringement enforcement actions are engaged in the practice of copying Plaintiff's copyright protected product images after they are first displayed on the company's website and then associating these images with sale and promotion of unauthorized products of substandard quality, thereby deceiving consumers – including the citizens of the State of Illinois. Moreover, given the nature of Plaintiff's

goods, such large-scale sales operations over multiple online retail platforms require considerable supply chain coordination that could not reasonably be accomplished independently by any of the named Defaulting Defendants. Simply put, Plaintiff maintains that the Defaulting Defendants are acting in concert, pursuant to a common scheme, whereby they independently copy the company's copyright protected images, without authorization, from its website or such unauthorized images are being provided by the same common source associated with manufacturing the competing products being sold on the Defaulting Defendants' Platform storefronts.

16. Plaintiff has suffered, and continues to suffer, irreparable harm through the Defaulting Defendants' unauthorized use of its federally registered copyright protected images asserted in this action. This results in the direct harm to Plaintiff's brand reputation and loss of consumer goodwill, both of which are harms that are virtually impossible to ascertain the resulting economic loss.

17. I affirm that the information contained in the document is accurate and reflects the facts as they were at the time of its creation.

I declare under penalty of perjury under the laws of the United States of America the foregoing is true and correct.

Executed on September 3, 2025, in Hong Kong.

By: Liangjie Li
LIANGJIE LI

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of September 2025, 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 system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, AliExpress.

By: /s/ Joseph W. Droter
Joseph W. Droter (IL Bar No. 6329630)

No.	Seller's Name	Email Address
1	ALAM Store Shenzhen Fashion Point E-commerce LTD.	gustavepr@sina.com
2	001 Factory Store	cishiwusheng001@163.com
3	003 Factory Store	cishiwusheng003@163.com
4	01 Small Fish Store	chenshuo2020163@163.com
5	A Promise Clothes Store	1343408421@qq.com
7	ABC BIKINI Store Putian City Valerian Yao Trading Co. Ltd.	1192446877@qq.com
8	Active Fitness Outdoors	conleyt@163.com
9	Adent Store	jingtiansoo@outlook.
11	AliClothes Store	qq601838264@163.com
12	AOMEI Global Store Zhongshan Nuoshang Clothing Co. Ltd.	nuoshang10@outlook.com
15	Art Life drop shipping Store	smtqhhysy46@163.com
16	bang boom Store	yipingfushigs@163.com
17	Beach Fun Swimsuit Store	2505422324@qq.com

No.	Seller's Name	Email Address
19	Belleyoo Store	lipswag04@sina.com
21	Bertas FashionClothesFactory Store Fuzhou Betas Trading Co., Ltd.	3313162412@qq.com
23	Bluelans Fashion Clothes Store Shenzhen Hengdaqi Network Technology Co., Ltd.	smthdqwlyxgs2@163.com
24	Brown CBC Store	qinweisumaitong2@163.com
25	Buy happiness Store	smtfskjyxs5@163.com
26	BXG Girl Store	smtmanshanwangluo1@163.com
27	Chacs Store	vincentchen797@hotmail.com
28	Chamliforve Africa Clothes Store	chamliforve01@sina.com
29	Cheerful Kids Life Toy City Store	smtqhhysy17@163.com
31	Chunchen DropShipping Store Hefei Chunchen Network Technology Co., Ltd.	chunchen999@126.com
32	Classic Outfit Store	smtjiuplvbya3@163.com
34	Cure Drop Shipping Store	2182636997@qq.com
35	Divine- Store	xingwei2258@qq.com
36	DressFashionFactory Store	y13306047726@163.com
37	Dropshipping Choice Store	yonahchoice@163.com
38	Dropshipping Shenzhen China Clothes Store	smtlgdwlyxgs1@163.com
39	DropshippingY2K Store	cwingsteey2k@126.com
41	DUTRIEUX Sexy Store Kunming Stone Attribution Thousand Trading Co., Ltd.	yingshiyunyou6600@163.com
43	Ebuy dropshipping Store	sumilavi05@163.com
44	Ebuying online	812955538@qq.com
47	Engine City Store	smtqhhysy39@163.com
49	Everything Possible Store	showyer0120@yahoo.com
50	FAIRY SEASON Store	noble-mindedperson@21cn.com
51	Fanbety Apparel Store	fanbety04@sina.com
52	Fanbety Store	fanbety01@163.com
54	Fascination Beauty Store	q1uanjuju1@163.com
55	Fashion Queen Love Store	szsyjmyyxgs002@163.com

No.	Seller's Name	Email Address
56	Fashion Women Garment	smtalssmyxgs6@163.com
59	Faxion Store	1922455405@qq.com
60	fei Store	zacherr@sina.com
61	Flashe Store	3177367129@qq.com
62	freestlye Store	maureend@sina.com
63	FX CHAO Store	brightzhao2012@163.com
64	Gluehwein Clothes Store	smtfyfsmxgs4@163.com
65	GUO SWIMSUIT Store Quanzhou Yunou Trading Co., Ltd.	bguosmt02@163.com
66	Heavy Discount Clothes Store	smtrwskjyxgs5@163.com
67	HI RENAISSANCE Store	smtaljsmyxgs1@163.com
68	Hi Sexy Girl Store	s18319336495@163.com
69	HIAVAVA Store Xingcheng Qianyu Garment Factory	15940568343@163.com
70	HUAJUANER DISCOUNT Store Zhenping Huajuan Trading Co., Ltd.	n8juanxun@163.com
71	IMDVC Official Store	imdvc2021@163.com
73	JUCLEO Official Store	jucleo@163.com
74	Kawaii Clothes Wholesale Store	1437275974@qq.com
75	KongClothes Store	aibiwenqq@163.com
76	Ladifasin Store Twenty-three (Shenzhen) Electronic Commerce Co., Ltd.	2382204598@qq.com
77	Lily Cheap Clothing Store	smtjiuplvbya5@163.com
78	Lipswag Store New Situ Technology (Shenzhen) Co., Ltd.	lipswag01@163.com
79	lipswag Swimwear Store	lipswag07@163.com
80	LLYY beach Store	529305114@qq.com
81	Loive Store	3420370680@qq.com
82	Loving secret store	macfashion@sina.com
83	LS-fullhouse Store	15265234222@163.com
84	Lslaica women's Store	296093082@qq.com

No.	Seller's Name	Email Address
85	Luckys Sports Store	yuanlinstore4@sina.com
86	lucylady Store	zclzjy981@163.com
87	LUO XIAO HEI Store	okok6181@163.com
88	MAFIRRY Sexy Store	joyousesale05@126.com
89	Mandy Mandy Store	madismt18@163.com
90	Mandylandy Apparel Store	madismt14@163.com
91	Mandylandy Trend Store Store	madismt20@163.com
92	Margotladys Store	601838264@qq.com
93	Men s Shirt Hoodie Store Store	3209838937@qq.com
94	Mi Mi Store	uptonner@sina.com
95	MICAH2FIRST Store	micahapparel@163.com
96	Minimalist kk Store	smttyhkjyxgs3@163.com
97	Missyou Muses Store	wanmeijingmao@163.com
98	Mr.22 Store	ofs0022@163.com
99	MSLL Store	smtdnsmyxgs3@163.com
100	MUSBEMA Store	ctysmt3@163.com
101	My clothes Store	debizhoct@outlook.com
102	Ocsplus Boutique Store	ocssmtqtb202303@outlook.com
103	OFS 49 Store Shangrao Ofei Shang Technology Co., Ltd.	ofs0049@163.com
104	One And Only Fishion Store	smtmncsmyxgs1@163.com
105	Oufisun 55 Store	ofs0055@163.com
107	Personalization Clothing	xuantu1996_4@163.com
108	PETROVIC Ali-fashion	sdrk016@163.com
109	PLSIF Official Store	wuyirusi004@163.com
110	PLUS SIZE BIKINI Store	hjqsm888@163.com
112	Princess Of Butterfly Store	smttfdzswyxgs4@163.com

No.	Seller's Name	Email Address
113	Rachel's Clothes Store	smtshenmeida4@163.com
114	Rainbowlike2021 Store	a13905071630@163.com
119	SEABBBOT Store	18559106099@qq.com
121	sexy barbie Store	yingweisumaitong6@163.com
122	SEXY SWIMSUIT SHOP Store	linrongusa2016@qq.com
123	Shop1102089618 Store	mkeo152loo02@126.com
124	Shop1102112377 Store	yixinshipin5@163.com
125	Shop1102372800 Store	yagefeini1993@163.com
126	Shop1102474073 Store	1651446989@qq.com
127	Shop1102602785 Store	lebulangsam5504@163.com
128	Shop1102694969 Store	geojier22@163.com
129	Shop1102802496 Store	weilianmusi8881@163.com
130	Shop1102856073 Store	btqsj8@163.com
131	Shop1102951053 Store	990690832@qq.com
132	Shop1102964364 Store	1214127601@qq.com
133	Shop1102994011 Store	vieunsta04@163.com
134	Shop1103009240 Store	h1engmeifz@outlook.com
135	Shop1103199553 Store	bienfuzhuang001@163.com
136	Shop1103207479 Store	bienfuzhuang002@163.com
137	Shop1103276252 Store	yingshiyunyou6602@163.com
138	Shop1103304670 Store	imdvc2034@163.com
139	Shop1103322979 Store	langshengyundon880@163.com
140	Shop1103326345 Store	xuantu1996_19@163.com
141	Shop1103471271 Store	langshengyundon881@163.com
142	Shop110--ljl-yy1 Store	lijianglan2021@163.com

No.	Seller's Name	Email Address
143	Shop4808172 Store	gaobaio@outlook.com
144	Shop4923029 Store	srjbdzsw02@163.com
145	Shop5790089 Store	longhaiqueshang20@163.com
146	Shop5800592 Store	3489076570@qq.com
147	Shop5886157 Store Ouyas (Shenzhen) Industrial Co., Ltd.	124414047@qq.com
148	Shop900254458 Store	376197591@qq.com
149	Shop911251404 Store	vesterday@sina.com
150	Showyer Clothes Store	shower0120@sina.com
151	Sicilian girl Store	y18810380811@163.com
152	SIMOVIA Official Store	15019243500@139.com
153	Simptoo Store	357334494@qq.com
154	Soochic Store	xinchuangsi06@163.com
155	sssochic Store	sumilavi06@163.com
156	StyleDesign Women Store	y15396205624@163.com
157	Sukienki Official Store	n567788@126.com
158	Sumi Lavi Apparel Store	feimi002@163.com
159	Sumilavi Dropshipping Store	sumilavi02@163.com
160	Sunfree Store	heiniuer@outlook.com
161	Swallow Women Store	zheng2939@126.com
162	TMALE Store Shenzhen Doha Forest Technology Co., Ltd	halinstore6@sina.com
163	To Be Male Universe	smtlnssmyxgs4@163.com
165	To Be The First Store Shenzhen Xin Core Network Technology Co., Ltd.	smtxkrwlyxgs2@163.com
166	Tsukimi003 Store Wuhan Zhuzhi Mei Trading Co., Ltd	bao13545175009@126.com
167	Two Per Thousand Official	15019243500@sina.cn
168	Two Per Thousand Official Store	15019243500@sina.cn
169	Urban Women Store	whm545039163@163.com

No.	Seller's Name	Email Address
170	VACATION BIKINI Store	ctysmt4@163.com
172	VAZN Sexy Club Two Store Zhangzhou Longwen District Yuncheng Trading Co., Ltd.	yuncheng2019@hotmail.com
173	Venus Love Store	aiyongyuan2022@163.com
174	Veryou Store	yukesumaitong1@163.com
175	VG TOWN Large Size Tankini	bigzhu.zhu@foxmail.com
176	VIEUNSTA Apparels Store	lipswag06@163.com
178	whatapp Store	liukaiyi202106@163.com
179	Womai Store	allywit@sina.com
180	Women Home Store	zhouweilai02@163.com
182	Y2K Woman Clothing Store	kesanhui02@163.com
185	YeEr Store	caixian0413@sina.com
186	YILESS Store	geojier06@163.com
187	YinglingGuo Store	sunnyliu77@sohu.com
189	Your Swimsuit Shop Store	kkijj120@163.com
190	YouShow Store Shenzhen Arke Technology Co., Ltd.	wangfeiwf424@163.com
192	Yueyue Hong 888 Store	yajing2022810@163.com
193	YUNDONG Store	kwillyoulove@163.com
194	ZHAI Store	smtbstslsmyxgs1@163.com
195	Zhang Xiuling Store Wuhan game Ying collar Garment Co., Ltd	3053115996@qq.com
196	ZJASXMS Clothes Official Store	821328162@qq.com
197	ZJFZML Store Jinyun Chenyu Commodity Co., Ltd.	cyrh0578@163.com
198	ZYLL Store	444808830@qq.com
199	ZZFASHION Store Fuzhou Wuchu Network Technology Co., Ltd.	1580442290@qq.com