

**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-03210

DEFAULT JUDGMENT ORDER

Honorable Martha M. Pacold
Magistrate Sheila M. Finnegan

DEFAULT FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff, HONG KONG LEYUZHEN TECHNOLOGY CO., LTD. (“Plaintiff”) against the defendants identified on the amended Schedule A, and using the Amazon Online Marketplace Accounts identified on the amended Schedule A (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default Judgment against twenty-seven (27) of the defendants identified on the amended Schedule A, which have been Defaulted as of September 19, 2024 [Dkt. No. 87] (collectively referred to as the “Defaulting Defendants”). The remaining Defendants have been dismissed from this case, with the exception of certain Defendants that have appeared in the case.

This Court having entered a preliminary injunction [Dkt. No. 71]; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer

and present their objections; and none of the Defaulting Defendants having answered in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing versions of Plaintiff's federally registered copyrights, which are protected by U.S. Copyright Registration Nos. (1) VA0002379881; (2) VA0002379894; (3) VA0002379895; and (4) VA0002379934 (the "Copyright Protected Images") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant's e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can purchase products using infringing versions of the Copyright Protected Images. [*See* Dkt. Nos. 8-3, 29, 29-2,71], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing, and able to ship its unauthorized goods to customers in Illinois bearing infringing versions of the Copyright Protected Images.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for direct federal copyright infringement (17 U.S.C. § 504).

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Final Judgment is entered against Defaulting Defendants.

THIS COURT FURTHER ORDERS that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the Copyright Protected Images or any reproductions, infringing copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Rotita product or not authorized by Plaintiff to be sold in connection with the Copyright Protected Images;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Rotita product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the Copyright Protected Images;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's copyrights, including the Copyright Protected Images, or any reproductions, infringing copies or colorable imitations.
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting

Defendants' Defendant Internet Stores, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon"), Walmart Inc. ("Walmart"), and Wish U.S. Holdings LLC and ContextLogic Inc. d/b/a Wish.com ("WISH"), Alibaba Group Holding Ltd. ("Alibaba") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:

- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell infringing goods using the Copyright Protected Images; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Copyright Protected Images or any reproductions, infringing copies or colorable imitations thereof that is not a genuine Rotita product or not authorized by Plaintiff to be sold in connection with the Copyright Protected Images.
3. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the Copyright Protected Images.
4. Pursuant to 17 U.S.C. § 504(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of five thousand dollars (\$5,000.00), which shall be enhanced to fifteen thousand dollars (\$15,000.00) for the willful infringement of the Copyright Protected Images.

5. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon, Walmart, PayPal, Alibaba and WISH, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Amazon, Walmart, PayPal, Alibaba and WISH, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, such as Amazon, Walmart, Alibaba and WISH, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at any e-mail addresses provided for Defaulting Defendants by third parties.
9. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released via certified mail to its counsel, Gokalp Bayramoglu of Bayramoglu Law Offices LLC. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk

of the Court to Gokalp Bayramoglu, 605 North Michigan Ave., 4th Floor, Suite 5426,
Chicago, IL, 60611.

This is a Default Final Judgment.

DATED: December 4, 2024

/s/ Martha M. Pacold

Amended Schedule A

No	Name	Infringement
4	DIOB huanxingkuajing A3JQEG5JKQHGS2	VA0002379881
5	Dninmim Shuang.L AB8BULHV18WM2	VA0002379881
6	DONGCY ZhuangHuangWuZ A3JQEG5JKQHGS2	VA0002379881
8	FloHua  Made in China and 7-14 Days Delivery. Women's Bikini Sets A398J9RWTCIC9P	VA0002379881
22	GILIOS anyanghangzhenshangm A1QWOX0VG5HXKL	VA0002379881
25	HCJKDU ADTDVL2IXEFKH	VA0002379881
26	HXSZWJJ A15O3NY3CRTLUR3	VA0002379881
28	Lewey LEWISH A2LF9L489Z7WH5	VA0002379881
29	LOMDEM fantasone A1NMJHZUHYG5PN	VA0002379881
32	NP taianxianhongxiufuzhuangdian A2G8U488GPZJL9	VA0002379881
38	SCOMIN taiandejukejiyouxiang A1HEYD2UQ1IPTL	VA0002379881
39	SIUBICH anruioo A3DBQZSFA9OUOV	VA0002379881
48	HUITKMM A1QMYUAB1IF35J	VA0002379881
60	FABROX shileduoshengwuk A3SR2VO9HJGBR7	VA0002379894
68	GREEVC SPLENDID SHINE A1OAR100VVDB7V	VA0002379894
78	Oudemi Danswen A1SV2HCRGTNI7J	VA0002379894
81	Ruixinxue huixin Fashion A3H3NZLLQ70ODG	VA0002379894

No	Name	Infringement
85	STKOOBQ Smilvy ABL2B3HZBDRGA	VA0002379894
89	VSERETLOON lingliufushijingpindian A1LOKXJ7HRZE5D	VA0002379894
94	Bebiullo bebiullo-Apparel A3IP4LBRA1QBL0	VA0002379895
95	Beverly Store Etily A12HMN9RBHO7D5	VA0002379895
98	CDZL shihongrong shop shihongrong A1WT7FS77YP1MX	VA0002379895
99	DUOBEY ZJDDDDJQZ-US A2A8VBINQ7ILFC	VA0002379895
116	Pretifulce Xiart-5-15 Days Standard Shipping A2HA4DSN3U3P0V	VA0002379895
122	TIAFORD MyLifeGetingbest A3RLN2SCP6AJHW	VA0002379895
123	TRENIS Wenmuriyongpinbaihuo A2G5FDR7ZDZ8PL	VA0002379895
127	ViYW Kexdaaf A8QH02NJ5NLW9	VA0002379895