

**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-02939-MFK-BWJ

FINAL DEFAULT JUDGMENT ORDER

Honorable Matthew F. Kennelly

FINAL DEFAULT JUDGMENT ORDER AS TO CERTAIN DEFENDANTS

This action having been commenced by Plaintiff, HONG KONG LEYUZHEN TECHNOLOGY CO., LTD. (“Plaintiff”) against the defendants identified on Schedule A, and using the Amazon Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default Judgment against forty-four (44) of the defendants identified on Schedule A, which have been Defaulted as of August 8, 2024, Docket 35 (collectively, “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 [Docket 80]; 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, Answers were due June 4, 2024, 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) VA0002379888; (2) VA0002379893; (3) VA0002379897; (4) VA0002379907; (5) VA0002379904; (6) VA0002379911; (7) VA0002380491; (8) VA0002379930; (9) VA0002379899; and (10) VA0002380492 (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* Docket No. [12-4], 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 as set forth below.

No	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
1	Beverly Etily: A12HMN9RBHO7D5	VA0002379888	\$5,000.00	Total: \$15,000.00
5	Disimlarl Aihua.W: A3GY7SDB3JRSJP	VA0002379888	\$5,000.00	Total: \$15,000.00
10	Generic Girls' Club: A253CNHTS0PHQM	VA0002379888	\$5,000.00	Total: \$15,000.00
14	Generic DGJIUN: A3AIVWDH6QPF37	VA0002379888	\$5,000.00	Total: \$15,000.00
19	MACVARIL MACVARIL-US: A10QMU8ZINLZ18	VA0002379888	\$5,000.00	Total: \$15,000.00
22	N/P taianxianhongxiufuzhuangdian A2G8U488GPZJL9	VA0002379888	\$5,000.00	Total: \$15,000.00
29	SAEYZ Yuanzhouquxugubaihuodian: A10DPCZCIJNSA6	VA0002379888	\$5,000.00	Total: \$15,000.00
31	Serakura Fashion-Serakura: A3TTJ640H5297G	VA0002379888	\$5,000.00	Total: \$15,000.00
37	VSERETLOON lingliufushijingpindian A1LOKXJ7HRZE5D	VA0002379888	\$5,000.00	Total: \$15,000.00
39	YEWAYSZ Girls' Club A253CNHTS0PHQM	VA0002379888	\$5,000.00	Total: \$15,000.00
45	Fashsgirl A3LJ6PHOZK3JJG	VA0002379899	\$5,000.00	Total: \$15,000.00
66	TIAFORD WantSme ALDLK9QA3VS7T	VA0002379899	\$5,000.00	Total: \$15,000.00
71	Apviridy eFun Fashion A3GLPC10YSK1ED	VA0002379907	\$5,000.00	Total: \$15,000.00

No	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
77	Generic Yuu Nan A3YZB1BOG9WFZ	VA0002379907	\$5,000.00	Total: \$15,000.00
80	Generic →7-14 days deliver-FY Innovation Factory Co. A3QUADM2MVKRLB	VA0002379907	\$5,000.00	Total: \$15,000.00
85	KINTAN daidaoshiwei A2MCF23SJK110U	VA0002379907	\$5,000.00	Total: \$15,000.00
89	PopulusEuphraticaForest A8HM054OP2FKS	VA0002379907	\$5,000.00	Total: \$15,000.00
90	Rooscier A2GOWZ9YEKDOYD	VA0002379907	\$5,000.00	Total: \$15,000.00
94	Adhdyuud Jiuling W A3V9Y39OO1AU4F	VA0002379911	\$5,000.00	Total: \$15,000.00
100	DBFBDTU Shunliang AQ5MNQ3ONEJF8	VA0002379911	\$5,000.00	Total: \$15,000.00
101	DIOB huanxingkuajing A3JQEG5JKQHGS2	VA0002379911	\$5,000.00	Total: \$15,000.00
107	Generic aokeshenfy A3VZ7RPED8JPAF	VA0002379911	\$5,000.00	Total: \$15,000.00
111	GisTeq haoruiPengmaoyiyouxian ABPDXU5RLKER3	VA0002379911	\$5,000.00	Total: \$15,000.00
117	LOMDEM fantasone A1NMJHZUHYG5PN	VA0002379911	\$5,000.00	Total: \$15,000.00
121	SoeHir A3L18V4UCFMS74	VA0002379911	\$5,000.00	Total: \$15,000.00
123	AANIRA qi chun xian yuan ping fu zhuang xiao shou dian A265FSZAI0P1XA	VA0002380492	\$5,000.00	Total: \$15,000.00
124	LoVnely A2RPFVFEAHIAQ8	VA0002380492	\$5,000.00	Total: \$15,000.00
125	MilaBrown Shengzhan A2Z57WNUE341C5	VA0002380492	\$5,000.00	Total: \$15,000.00
126	PragueCourtney NOYESTERDAY A13VMX1BTMSO69	VA0002380492	\$5,000.00	Total: \$15,000.00
128	SSBSQ lvliangshilishiqustitutifuzhuang dian A2ESIFM7Z3G9FQ	VA0002380492	\$5,000.00	Total: \$15,000.00

No	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
131	FATFY Cuccu-A2QBD7N543LVJL	VA0002379897	\$5,000.00	Total: \$15,000.00
137	XIBANY A2BOCHOKC6T1E7	VA0002379897	\$5,000.00	Total: \$15,000.00
142	Disimlarl Chengjianz A1YRONJG0IB9UE	VA0002379904	\$5,000.00	Total: \$15,000.00
143	huigogo taiaaanxianhongxiuchaoliufu AGPSRZFBF66BR	VA0002379904	\$5,000.00	Total: \$15,000.00
144	Olinase Xie Jupin A1S06OM0DJC7CT	VA0002379904	\$5,000.00	Total: \$15,000.00
148	Disimlarl Hui.X AJ4NA9JXG94JC	VA0002379930	\$5,000.00	Total: \$15,000.00
158	ELODEK ZunHuaShiHuaMingLuXia A1WAJKUI8O9Y21	VA0002379893	\$5,000.00	Total: \$15,000.00
161	JiaHeShiXing ZhuZhongShi A1FVIPYYZX47J0	VA0002379893	\$5,000.00	Total: \$15,000.00
164	Oudemi Danswin A1SV2HCRGTNI7J	VA0002379893	\$5,000.00	Total: \$15,000.00
165	Ruereuu Yaowang.T A3OQAGU8W6Q353	VA0002379893	\$5,000.00	Total: \$15,000.00
168	SCOMIN taiandejukejiyouxiangongsi A1HEYD2UQ1IPTL	VA0002379893	\$5,000.00	Total: \$15,000.00
170	Znidweer Menglo A74PYV8R5ENZ0	VA0002379893	\$5,000.00	Total: \$15,000.00
171	Akivide idcjny A1YJC3DNY4FSIN	VA0002380491	\$5,000.00	Total: \$15,000.00
173	RYGEFNY YTOS ACCIUCB9Y8ETB	VA0002380491	\$5,000.00	Total: \$15,000.00
				\$660,000.00

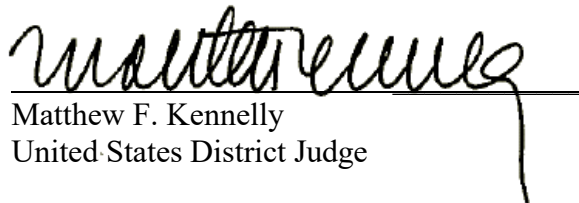
5. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon, Walmart, PayPal, Alibaba and WISH, shall, within seven (7) calendar days of receipt of

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.

This is a Default Final Judgment.

Dated: November 9, 2024


Matthew F. Kennelly
United States District Judge