

**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-08856

Honorable Judge Matthew F. Kennelly

FINAL DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff, HONG KONG LEYUZHEN TECHNOLOGY CO., LTD. (“Plaintiff”) against the defendants identified on Schedule A, and using the Temu Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default Judgment against the defendants identified on Schedule A, which have been Defaulted as of December 30, 2024 [Dkt. No. 31] (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. 23]; 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 noticed 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 eighty-eight (88) 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. VA0002379893, VA0002379895, VA0002379904, VA0002379881, VA0002379934, and VA0002380491 (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. No. 6-8], 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"), PPD Holdings dba temu.com ("temu" or the "Platform" and collectively referred to as 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.

5.	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
4	Danza Seller ID: 634418211939513	VA0002379893 VA0002379881	\$5,000.00 x2	Total: \$30,000.00
5	HENG CHENG PLUS SIZE Seller ID: 634418211224060	VA0002379893	\$5,000.00	Total: \$15,000.00
7	Infashule Seller ID: 4769432484567	VA0002379893 VA0002379881	\$5,000.00 x2	Total: \$30,000.00
8	Julyjwx Seller ID: 4427724433712	VA0002379893	\$5,000.00	Total: \$15,000.00
9	Kalegirl Seller ID: 634418211637580	VA0002379893	\$5,000.00	Total: \$15,000.00
10	LESMAN Seller ID: 132086779430	VA0002379893	\$5,000.00	Total: \$15,000.00
12	MPB Seller ID: 72744528513	VA0002379893	\$5,000.00	Total: \$15,000.00
13	Necoo Seller ID: 4915303824340	VA0002379893	\$5,000.00	Total: \$15,000.00
14	Newspeed Seller ID: 4895750080846	VA0002379893 VA0002379904	\$5,000.00 x2	Total: \$30,000.00
15	Ngan Seller ID: 6159760585886	VA0002379893	\$5,000.00	Total: \$15,000.00
18	PickPink Swimwear Seller ID: 4473234358627	VA0002379893	\$5,000.00	Total: \$15,000.00
19	Plus Plus Seller ID: 4423587909696	VA0002379893 VA0002380491	\$5,000.00 x2	Total: \$30,000.00
21	Tide Seller ID: 44658833487	VA0002379893	\$5,000.00	Total: \$15,000.00

5.	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
22	Unicorn Shop Seller ID: 6075443295322	VA0002379893	\$5,000.00	Total: \$15,000.00
23	Weilala Seller ID: 634418211513021	VA0002379893	\$5,000.00	Total: \$15,000.00
28	YiSHION GIRLS Seller ID: 4087291654381	VA0002379893	\$5,000.00	Total: \$15,000.00
29	Yutong Clothing Seller ID: 6253409518742	VA0002379893 VA0002379895	\$5,000.00 x2	Total: \$30,000.00
31	Clothing Co LtdMaivis Seller ID: 147183820379	VA0002379895	\$5,000.00	Total: \$15,000.00
32	Coconut yes Seller ID: 4786809087313	VA0002379895	\$5,000.00	Total: \$15,000.00
34	DuoD Seller ID: 634418210498434	VA0002379895	\$5,000.00	Total: \$15,000.00
36	GNL Seller ID: 634418210322039	VA0002379895 VA0002379934	\$5,000.00 x2	Total: \$30,000.00
37	hekkaVIP Seller ID: 5580886988345	VA0002379895	\$5,000.00	Total: \$15,000.00
38	Imango Fashion Seller ID: 179311289499	VA0002379895 VA0002379934	\$5,000.00 x2	Total: \$30,000.00
39	JiaCai Seller ID: 3598392778502	VA0002379895	\$5,000.00	Total: \$15,000.00
40	LAZEPLUS Seller ID: 634418210623006	VA0002379895	\$5,000.00	Total: \$15,000.00
41	Mixike Seller ID: 634418211903209	VA0002379895	\$5,000.00	Total: \$15,000.00
42	MsSugarOne Seller ID: 634418209990109	VA0002379895	\$5,000.00	Total: \$15,000.00
44	Yeshoo Seller ID: 6077569663710	VA0002379895	\$5,000.00	Total: \$15,000.00
45	YYAN Seller ID: 4396220460411	VA0002379895	\$5,000.00	Total: \$15,000.00
47	Behumble Seller ID: 4891288288043	VA0002379904	\$5,000.00	Total: \$15,000.00
48	Black Beauty style Seller ID: 634418212157802	VA0002379904	\$5,000.00	Total: \$15,000.00

5.	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
49	BMFashion Seller ID: 634418209993113	VA0002379904	\$5,000.00	Total: \$15,000.00
51	ComfortWardrobe Seller ID: 1240558511655	VA0002379904	\$5,000.00	Total: \$15,000.00
52	Full house of fashion Seller ID: 634418212460744	VA0002379904	\$5,000.00	Total: \$15,000.00
53	GreatDressShop Seller ID: 634418211625845	VA0002379904	\$5,000.00	Total: \$15,000.00
54	Jennifer Your Seller ID: 634418211982095	VA0002379904	\$5,000.00	Total: \$15,000.00
55	New Little Star Seller ID: 634418211572284	VA0002379904	\$5,000.00	Total: \$15,000.00
57	Vacation Breeze Clothing Seller ID: 5585770031408	VA0002379904	\$5,000.00	Total: \$15,000.00
58	XHPPlus Seller ID: 5026900558125	VA0002379904 VA0002379881	\$5,000.00 x2	Total: \$30,000.00
59	YarYUN Seller ID: 634418211655985	VA0002379904	\$5,000.00	Total: \$15,000.00
62	BelleChic Seller ID: 4875648597791	VA0002379881	\$5,000.00	Total: \$15,000.00
63	BELLCOCO Seller ID: 30285898800	VA0002379881	\$5,000.00	Total: \$15,000.00
64	Bertclothing Seller ID: 5938073781217	VA0002379881 VA0002379934	\$5,000.00 x2	Total: \$30,000.00
65	Clothesssssssss Seller ID: 634418210983129	VA0002379881 VA0002379934	\$5,000.00 x2	Total: \$30,000.00
66	Duoduoxixi Seller ID: 6122071622992	VA0002379881	\$5,000.00	Total: \$15,000.00
68	HanUna clothing Seller ID: 131162042686	VA0002379881	\$5,000.00	Total: \$15,000.00
70	Luckyclover Seller ID: 2996353658387	VA0002379881	\$5,000.00	Total: \$15,000.00
71	LuoliClothing Seller ID: 6220490557184	VA0002379881	\$5,000.00	Total: \$15,000.00
73	Mini fox ladies Seller ID: 8459562903	VA0002379881	\$5,000.00	Total: \$15,000.00

5.	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
75	Rose Butterfly Seller ID: 634418211910290	VA0002379881	\$5,000.00	Total: \$15,000.00
76	SHDA Seller ID: 634418211825075	VA0002379881	\$5,000.00	Total: \$15,000.00
78	SmallYum Seller ID: 634418210767779	VA0002379881	\$5,000.00	Total: \$15,000.00
79	Smyslenny Seller ID: 4884087380798	VA0002379881	\$5,000.00	Total: \$15,000.00
82	Xiaoxiaozhang Seller ID: 6205899244678	VA0002379881	\$5,000.00	Total: \$15,000.00
83	yezao womens clothing Seller ID: 123848247327	VA0002379881	\$5,000.00	Total: \$15,000.00
84	Yixuan womens dress Seller ID: 634418210734439	VA0002379881	\$5,000.00	Total: \$15,000.00
85	Yuzixuan Seller ID: 5873825935922	VA0002379881 VA0002379934	\$5,000.00 x2	Total: \$30,000.00
87	Zyy clothing Seller ID: 634418212212172	VA0002379881	\$5,000.00	Total: \$15,000.00
88	About womens clothing Seller ID: 117493024949	VA0002379934	\$5,000.00	Total: \$15,000.00
89	Acce Seller ID: 634418211003558	VA0002379934	\$5,000.00	Total: \$15,000.00
93	Capucine Seller ID: 4909679769613	VA0002379934	\$5,000.00	Total: \$15,000.00
95	Charim Qi Sang Seller ID: 4642780358643	VA0002379934	\$5,000.00	Total: \$15,000.00
100	GIBLY Seller ID: 4891005044037	VA0002379934	\$5,000.00	Total: \$15,000.00
101	GRYS Seller ID: 634418211883831	VA0002379934	\$5,000.00	Total: \$15,000.00
102	Guangzhou Yashi Clothing Seller ID: 2968871503866	VA0002379934	\$5,000.00	Total: \$15,000.00
103	GYPSOPHILA Seller ID: 4950332866580	VA0002379934	\$5,000.00	Total: \$15,000.00
105	HAYEDDA Seller ID: 634418210738977	VA0002379934	\$5,000.00	Total: \$15,000.00

5.	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
106	Humen TuoCai Seller ID: 634418210277668	VA0002379934	\$5,000.00	Total: \$15,000.00
107	LINGDALIN Seller ID: 634418211502374	VA0002379934	\$5,000.00	Total: \$15,000.00
108	Loratte Seller ID: 5530722905067	VA0002379934	\$5,000.00	Total: \$15,000.00
109	Loretta Boutique clothing Seller ID: 208767635346	VA0002379934	\$5,000.00	Total: \$15,000.00
110	Maidekuai Seller ID: 634418212039382	VA0002379934	\$5,000.00	Total: \$15,000.00
113	MNSPLusSize Seller ID: 221222694131	VA0002379934	\$5,000.00	Total: \$15,000.00
116	Pretty Moon Seller ID: 147154680814	VA0002379934	\$5,000.00	Total: \$15,000.00
117	QCFS Seller ID: 634418210799976	VA0002379934	\$5,000.00	Total: \$15,000.00
119	Rosemantic Seller ID: 28513089984	VA0002379934	\$5,000.00	Total: \$15,000.00
120	SallyShaman Seller ID: 66907202117	VA0002379934	\$5,000.00	Total: \$15,000.00
121	Smurf Apparel Seller ID: 634418211716865	VA0002379934	\$5,000.00	Total: \$15,000.00
123	TIANYUN Seller ID: 126968703354	VA0002379934	\$5,000.00	Total: \$15,000.00
124	VIVI Fashion Style Seller ID: 5687056444251	VA0002379934	\$5,000.00	Total: \$15,000.00
125	XUEHAN Seller ID: 35998233881	VA0002379934	\$5,000.00	Total: \$15,000.00
128	A large swimsuit Seller ID: 634418211448175	VA0002380491	\$5,000.00	Total: \$15,000.00
129	DEFZEAL Seller ID: 233965839613	VA0002380491	\$5,000.00	Total: \$15,000.00
132	Ruifu Fashion Seller ID: 4360379307199	VA0002380491	\$5,000.00	Total: \$15,000.00
133	Seeyou garment factory Seller ID: 58505201920	VA0002380491	\$5,000.00	Total: \$15,000.00

5.	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
134	Shanaya Seller ID: 4767764926429	VA0002380491	\$5,000.00	Total: \$15,000.00
135	TongxinShow Seller ID: 634418210701802	VA0002380491	\$5,000.00	Total: \$15,000.00
136	Wear Alliance Plus Seller ID: 634418210850775	VA0002380491	\$5,000.00	Total: \$15,000.00
Total:				\$1,485,000.00

6. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon, Walmart, PayPal, Alibaba, temu 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.
7. 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, temu, and WISH, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, such as Amazon, Walmart, Alibaba, temu, 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.
8. 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.

9. 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.
10. Plaintiff is also entitled to an award of attorneys' fees and costs against the Defaulted Defendants. As such, Plaintiff shall submit a "Fee Award" pursuant to LR 54.3 supporting the attorneys' fees and costs requested.

THIS IS A FINAL DEFAULT JUDGMENT.

Dated: January 22, 2025



Honorable Judge Matthew F. Kennelly
United States District Judge