

**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-07262-JIC-JC

Honorable Judge Jeffrey I Cummings

Magistrate Jeffrey Cole

DEFAULT FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff, HONG KONG LEYUZHEN TECHNOLOGY CO., LTD. ("Plaintiff") against the seven (7) and twenty-four (24), totaling thirty-one (31) remaining 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 February 14, 2025 [Dkt. No. 38] (collectively referred to as the "Defaulting Defendants"). The remaining Defendants have been dismissed from this case.

This Court having entered a preliminary injunction November 26, 2024 [Dkt. No. 29]; 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 thirty-one (31) remaining 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) VA0002379897 (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. 5-8], 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 eBay.com ("eBay" 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, which shall be enhanced for the willful infringement of the Copyright Protected Images as set forth below.

No	Name	Infringement	Amount Awarded for Each Infringement	Enhanced x3 for Willful Infringement Total Awarded
10	Bellycurve Mall ID: 4866191543952	VA0002379897	\$30,000.00	Total: \$90,000.00
11	BFER Mall ID: 634418210647619	VA0002379897	\$30,000.00	Total: \$90,000.00
15	Curvy Mall ID: 146281689671	VA0002379897	\$30,000.00	Total: \$90,000.00
20	FOX CLAW PLUS Mall ID: 634418211480954	VA0002379897	\$21,000.00	Total: \$63,000.00
33	MGclothing Mall ID: 634418211375899	VA0002379897	\$5,000.00	Total: \$15,000.00
35	Monique Clothing Mall ID: 273121935835	VA0002379897	\$5,000.00	Total: \$15,000.00
50	Yashengyi Mall ID: 3039426956131	VA0002379897	\$30,000.00	Total: \$90,000.00
TOTAL:				\$453,000.00

No	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
7	An inch of light Mall ID: 5244636459785	VA0002379897	\$5,000.00	Total: \$15,000.00
8	Anneyep Mall ID: 634418211203094	VA0002379897	\$5,000.00	Total: \$15,000.00
9	ASJPStyle Mall ID: 145999037757	VA0002379897	\$5,000.00	Total: \$15,000.00

No	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
12	by one Mall ID: 634418212208334	VA0002379897	\$5,000.00	Total: \$15,000.00
14	CCFF Mall ID: 634418212002052	VA0002379897	\$5,000.00	Total: \$15,000.00
16	DANGIEN Mall ID: 4881531404106	VA0002379897	\$5,000.00	Total: \$15,000.00
18	DNEATER SWIMSUIT Mall ID: 6216470821533	VA0002379897	\$5,000.00	Total: \$15,000.00
19	DTA Mall ID: 6296127049005	VA0002379897	\$5,000.00	Total: \$15,000.00
23	Heavensent Mall ID: 49133591013	VA0002379897	\$5,000.00	Total: \$15,000.00
25	Hui shangying clothing Mall ID: 4362225145628	VA0002379897	\$5,000.00	Total: \$15,000.00
26	Huludao Sai Rui Er Garment Tra Mall ID: 2223672334193	VA0002379897	\$5,000.00	Total: \$15,000.00
28	LINGDALIN Mall ID: 634418211502374	VA0002379897	\$5,000.00	Total: \$15,000.00
30	LUO YU JING Mall ID: 5705735040747	VA0002379897	\$5,000.00	Total: \$15,000.00
31	Maya fashion Mall ID: 5868919801118	VA0002379897	\$5,000.00	Total: \$15,000.00
36	Mymermaid Mall ID: 634418210752038	VA0002379897	\$5,000.00	Total: \$15,000.00
38	PLUSWIM Mall ID: 5076387867820	VA0002379897	\$5,000.00	Total: \$15,000.00
39	Qixi boutique clothing Mall ID: 5940220379781	VA0002379897	\$5,000.00	Total: \$15,000.00
40	Qlqlql Mall ID: 6202524309986	VA0002379897	\$5,000.00	Total: \$15,000.00
41	QMswimwear Mall ID: 634418212090380	VA0002379897	\$5,000.00	Total: \$15,000.00
44	Tigers Mall ID: 236963522872	VA0002379897	\$5,000.00	Total: \$15,000.00
46	VIVI Fashion Style Mall ID: 5687056444251	VA0002379897	\$5,000.00	Total: \$15,000.00

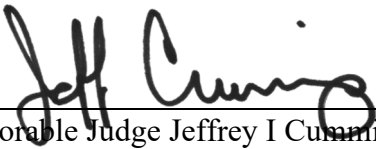
No	Name	Infringement	Amount Requested for Each Infringement	Enhanced x3 for Willful Infringement Total Requested
47	Weinimeigongsi Mall ID: 634418210064916	VA0002379897	\$5,000.00	Total: \$15,000.00
48	WZQBBC Mall ID: 634418211924532	VA0002379897	\$5,000.00	Total: \$15,000.00
51	YHdress Mall ID: 634418211192966	VA0002379897	\$5,000.00	Total: \$15,000.00
TOTAL:				\$360,000.00

5. 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.
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, 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.
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 Five-Thousand-dollar (\$5,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Bayramoglu Law Offices LLC, 1540 West Warm Springs Road Ste. 100, Henderson, NV 89014. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

THIS IS A FINAL DEFAULT JUDGMENT.

Dated: May 27, 2025



Honorable Judge Jeffrey I Cummings
United States District Judge