

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

SkyTrade,

Defendants.

Case No. 1:25-cv-02807-JLA-MV

Honorable Jorge L. Alonso

Magistrate Maria Valdez

FINAL DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Hong Kong Leyuzhen Technology Co., Ltd. (“PLAINTIFF”) against Defendant, SkyTrade, (the “Defendant”), and PLAINTIFF having moved for entry of Default and Default Judgment against the Defendant (the “Defaulting Defendant”);

This Court having entered a preliminary injunction; PLAINTIFF having properly completed service of process on Defaulting Defendant, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendant received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendant of the pendency of the action and affording them the opportunity to answer and present their objections; and

The Defaulting Defendants having not answered or appeared 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 finds that it has personal jurisdiction over Defaulting Defendant because Defaulting Defendant directly targets its business activities toward consumers in the United States, including Illinois. Specifically, PLAINTIFF has provided a basis to conclude that Defaulting Defendant has 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 and counterfeit versions of PLAINTIFF's federally registered copyrights (the "PLAINTIFF Copyrights") to residents of Illinois. *See* Docket No. 1, Ex. 1 to the Complaint, which includes Plaintiff's Copyrights: VA0002379899 and VA0002379907. In this case, PLAINTIFF has presented screenshot evidence that 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 and do purchase products using counterfeit versions of the PLAINTIFF Copyrights. *See* Docket No.[2-2], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the PLAINTIFF Copyrights.

This Court further finds that Defaulting Defendants are liable for federal copyright infringement and counterfeiting (17 U.S.C. § 504(c)(1), enhanced for willful copyright infringement (17 U.S.C. § 504(c)(2)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 *et seq.*).

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

This Court further orders that:

1. Defaulting Defendant, its 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 or displaying the PLAINTIFF'S Copyrights, in any medium, whether it be print, digital or otherwise, in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine PLAINTIFF product or is not authorized by PLAINTIFF to be sold in connection with the PLAINTIFF'S Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine PLAINTIFF'S product or any other product produced by PLAINTIFF through the use or display of the PLAINTIFF'S Copyrights; and
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendant's products are those sold under the authorization, control, or supervision of PLAINTIFF, or are sponsored by, approved by, or otherwise connected with PLAINTIFF.
2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order, shall, at PLAINTIFF's choosing:

- a. transfer the Defendant Domain Names to PLAINTIFF's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of PLAINTIFF's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of PLAINTIFF's selection; or
 - b. disable the Defendant Domain Names and make them inactive and untransferable.
3. Defaulting Defendant and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendant, or in connection with any of the Defaulting Defendant's Online Marketplace, including, without limitation, any online marketplace platforms such as Temu, eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (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 Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the PLAINTIFF Copyrights; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product using the PLAINTIFF Copyright or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine PLAINTIFF product or not authorized by PLAINTIFF to be sold in connection with the PLAINTIFF Copyrights.

4. Upon PLAINTIFF'S request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, 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 counterfeit and infringing goods using the PLAINTIFF Copyrights.
5. Pursuant to 17 U.S.C. § 504(c)(2), Plaintiff is awarded \$10,000 in statutory damages from the Defaulting Defendant, which shall be enhanced to \$30,000 for the willful infringement of the Copyright Protected Images
6. Any Third Party Providers holding funds for Defaulting Defendants, including Temu, PayPal, Inc. ("PayPal"), Alipay, Alibaba, Wish.com, Ant Financial Services Group ("Ant Financial"), and Amazon Pay, 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 enhanced statutory damages awarded in Paragraph 5 above) or other of Defaulting Defendants's assets.
7. All monies (up to the amount of the enhanced statutory damages awarded in Paragraph 5 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are hereby released to PLAINTIFF as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, 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 Defendant by e-mail at the e-mail addresses identified in Exhibit [1] to the Declaration of Katherine M. Kuhn and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The One-Thousand-dollar (\$1,000) surety bond posted by PLAINTIFF is hereby released to PLAINTIFF or its counsel, Bayramoglu Law Offices. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to PLAINTIFF'S counsel, Bayramoglu Law Offices.

This is a Final Default Judgment.

Dated: May 15, 2025

A handwritten signature in dark ink, consisting of a large, stylized 'J' and 'A' with a period, enclosed within a large, loopy oval.

Honorable Judge Jorge L. Alonso
United States District Judge