

**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-01375-JLA-DPM

**Honorable Jorge L. Alonso
Magistrate Daniel P. McLaughlin**

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 Defendant Domain Names and Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and PLAINTIFF having moved for entry of Default and Default Judgment against the thirty-seven (37) defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; PLAINTIFF having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and 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 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 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 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: (1) VA0002379881; (2) VA0002379888; (3) VA0002379893; (4) VA0002379894; (5) VA0002379895; (6) VA0002379897; (7) VA0002379930. In this case, PLAINTIFF has presented screenshot evidence that each Defendant 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. [2-3], 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 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 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;
 - 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 through the use or display of the Plaintiff's Copyrights.

2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliast 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 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' Online Marketplaces, including, without limitation, any online marketplace platforms such as 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'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 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. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.

No	TikTok Store Name/Defendant	TikTok Store ID	Copyright Infringement(s)	Statutory Amount Awarded	Enhanced x3 for Willful Infringement Total Award
1	Little WildcatLM	7495209532132723099	VA0002379881	\$10,000.00	Total: \$30,000
2	ZIBUYU	7495508320642632209	VA0002379881	\$5,000.00	Total: \$15,000
3	ANGELS storenbhu	7495729247794858418	VA0002379888	\$5,000.00	Total: \$15,000
4	Budget Couture	8647291494023008314	VA0002379888	\$5,000.00	Total: \$15,000

No	TikTok Store Name/Defendant	TikTok Store ID	Copyright Infringement(s)	Statutory Amount Awarded	Enhanced x3 for Willful Infringement Total Award
5	CHAOLILAI	8646959360703170381	VA0002379888	\$5,000.00	Total: \$15,000
6	Curvy Inventory	7495174953474295935	VA0002379888	\$5,000.00	Total: \$15,000
7	DAISY SUNSHINE	8647015672709092171	VA0002379888	\$7,000.00	Total: \$21,000
8	DHRYRBHC SHOP	7495719420413970606	VA0002379888	\$5,000.00	Total: \$15,000
9	Dongguan Yujian Appa	8647187979478602347	VA0002379888	\$5,000.00	Total: \$15,000
10	Enjoymall	8646959264639190916	VA0002379888 VA0002379894	\$15,000	Total: \$45,000
11	Ginoa	8646979664252342450	VA0002379888	\$25,000.00	Total: \$75,000
12	HAPPY GIRL'S CLOTHES	8647015672692511696	VA0002379888 VA0002379897	\$5,000 x 2 = \$10,000	Total: \$30,000
14	Inpetal	8646968714229683199	VA0002379888	\$30,000.00	Total: \$90,000
15	Kaibom	8647015672785310635	VA0002379888	\$20,000.00	Total: \$60,000
17	Love You So	8646932002846773930	VA0002379888 VA0002379895 VA0002379897 VA0002379930	\$7,000 x 4 = \$28,000	Total: \$84,000
18	luckbea	7495830232891361727	VA0002379888	\$5,000	Total: \$15,000
19	Majestical Gems	7495521388429544389	VA0002379888	\$7,000	Total: \$21,000
20	Mermaid princess	8646942723065810960	VA0002379888	\$7,000	Total: \$21,000
22	SEXYAPPAREL23	7495256796553054465	VA0002379888 VA0002379894 VA0002379930	\$7,000 x 3 = \$21,000	Total: \$63,000
24	Soulful earthcraft	7495014474911156517	VA0002379888 VA0002379897	\$5,000 x 2 = \$10,000	\$30,000
25	Taryndoria	7495807808547818101	VA0002379888	\$5,000	\$15,000
26	ValueFashionShop	8646929172437046246	VA0002379888	\$5,000	\$15,000
27	Yewaysz	8647036355885568638	VA0002379888	\$6,000	\$18,000
28	YuHan.	8646959123620332917	VA0002379888 VA0002379930	\$7,000 x 2 = \$14,000	\$42,000
29	XWD Find Pretty	8646928757331104174	VA0002379893	\$15,000	\$45,000

No	TikTok Store Name/Defendant	TikTok Store ID	Copyright Infringement(s)	Statutory Amount Awarded	Enhanced x3 for Willful Infringement Total Award
30	Abovebuy	7495836283454130457	VA0002379894	\$5,000	\$15,000
31	GemaRosie59	7495331761134668665	VA0002379894	\$5,000	\$15,000
32	Meitz womens wear	7495964670005644071	VA0002379894	\$5,000	\$15,000
33	Bigger and stronger	8647226860533420292	VA0002379895	\$5,000	\$15,000
34	WZQBBC	8646928765853995356	VA0002379895	\$5,000	\$15,000
35	ABLE FASHION	8646942787180793918	VA0002379897	\$30,000	\$90,000
37	Mytelite Shop	7495159398916262327	VA0002379897	\$5,000	\$15,000
38	WAQBBC	8646928765853995356	VA0002379897	\$10,000	\$30,000
39	witkey minmin	7495289721584716756	VA0002379897	\$5,000	\$15,000
40	Ahn'Qiraj/ FOXCLAW Curve	8646958367015798103	VA0002379930	\$7,000	\$21,000
41	FOXCLAW Curve	8646958367015798103	VA0002379930	\$7,000	\$21,000
43	Sepchir	8647184081796501609	VA0002379930	\$5,000	\$15,000
TOTAL:					\$1,128,000

6. Any Third Party Providers holding funds for Defaulting Defendants, including 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' 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 Defendants 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 Forty-Three Thousand dollar (\$43,000) 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 Default Judgment.

Dated: May 6, 2025



Honorable Judge Jorge L. Alonso
United States District Judge