

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

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED IN SCHEDULE “A” HERETO,

Defendants.

Case No.: 1:25-cv-04602-EEB-DPM

Honorable Elaine E. Bucklo

Magistrate Daniel P. McLaughlin

**PLAINTIFF’S MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT
AGAINST THE IDENTIFIED SCHEDULE “A” DEFENDANTS**

Plaintiff Hong Kong Leyuzhen Technology Co. Ltd. (“Plaintiff”) hereby moves for entry of Default and Default Judgment against the following Defendants, as identified by Defendant number and name in Schedule A, and attached hereto. Plaintiff files herewith a Memorandum of Law in support, Declaration of Katherine M. Kuhn, and Declaration of Liangjie Li. Plaintiff’s Motion for entry of Default and Default Judgment disposes of all remaining defendants.

DATED: June 30, 2025

Respectfully submitted,

By: /s/ Joseph W Droter

Joseph W. Droter (Bar No. 6329630)

Katherine M. Kuhn (Bar No. 6331405)

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katherine@bayramoglu-legal.com

Attorneys for Plaintiff

Schedule A: 25-cv-04602

Defendant No.	Seller's Name	Link to Seller's Website
1	shurax	https://tr1567552360fgvp.fm.alibaba.com/index.html?spm=a2700.details.0.0.78356683QMe2Fk&from=detail&productId=10000015697816
2	Xiamen Tongsiyuan Trading Co., Ltd.	https://cn1520239894ffby.en.alibaba.com/index.html?spm=a2700.details.0.0.41e27914jlSIHQ&from=detail&productId=1600854864244
3	Xiamen Truen Trading Co., Ltd.	https://truen.en.alibaba.com/index.html?spm=a2700.details.0.0.868d6f606Q4G4r&from=detail&productId=1600453068125
4	Dongguan Jicai Knitting Technology Co., Ltd.	https://odoodem.en.alibaba.com/index.html?spm=a2700.details.0.0.5ffc4fdcp3TK7M&from=detail&productId=1601214355436
5	Dongguan Haofeng Clothing Co., Ltd.	https://dghaofeng.en.alibaba.com/index.html?spm=a2700.details.0.0.4f676d0dPZ3dxh&from=detail&productId=1601219768437
6	Suzhou Linwen International Trade Co., Ltd.	https://ketextile.en.alibaba.com/index.html?spm=a2700.details.0.0.1f6b62fd2cmzCS&from=detail&productId=1601060628306
7	Dongguan Hongzhiyue Garment Co., Ltd.	https://hongzhiyue.en.alibaba.com/index.html?spm=a2700.details.0.0.4bf91b68rFX7JJ&from=detail&productId=1600973920053
8	Quanzhou Sihaiyile Trading Co., Ltd.	https://evening.en.alibaba.com/index.html?spm=a2700.details.0.0.7d30372d8HtS02&from=detail&productId=1600644070335
9	Shenzhen Chunyu Electronic Technology Co., L	https://chunyu.en.alibaba.com/index.html?spm=a2700.details.0.0.3b731cebpoYOgH&from=detail&productId=1601030271017
10	Changsha Zhezhe Clothing Co., Ltd.	https://cszhezhe.en.alibaba.com/index.html?spm=a2700.details.0.0.4f87466dMAIOPq&from=detail&productId=1601045002492
11	Trueway Custom (xiamen) Clothing Co., Ltd.	https://xiamentw.en.alibaba.com/index.html?spm=a2700.details.0.0.3b1235b814VJ6V&from=detail&productId=1601015807021
12	Guangzhou Yingjiaqi Clothing Co.,Ltd	https://yjqlclothes.en.alibaba.com/index.html?spm=a2700.details.0.0.6af3f2djIKn3j&from=detail&productId=1600974241582
13	Dongguan Shenjie Clothing Co., Ltd.	https://shenjiepushi.en.alibaba.com/index.html?spm=a2700.details.0.0.68123c69paOnaJ&from=detail&productId=1601044898015

Defendant No.	Seller's Name	Link to Seller's Website
14	Quanzhou Minshan Import & Export Trading Co., Ltd.	https://minthson.en.alibaba.com/index.html?spm=a2700.details.0.0.4d45286fkm7MQg&from=detail&productId=1601041327949
15	Guangxi Lingzhi Trading Co., Ltd.	https://lexustrading.en.alibaba.com/index.html?spm=a2700.details.0.0.47c44fe5zz6UGc&from=detail&productId=1601025748957
16	Dongguan Natian Clothing Co., Ltd.	https://enatian.en.alibaba.com/index.html?spm=a2700.details.0.0.273e140fcQrLsA&from=detail&productId=1601161104189
17	Shantou Enhong Clothing Co., Ltd.	https://enhon.en.alibaba.com/index.html?spm=a2700.details.0.0.26876c12Iqgcgw&from=detail&productId=1601006137856
18	Guangzhou Vepeen Apparel Co., Ltd.	https://vepeen.en.alibaba.com/index.html?spm=a2700.details.0.0.13d31ad3cH95eG&from=detail&productId=1601083447113
19	Quanzhou Vitry Supply Chain Co., Ltd.	https://vitruie.en.alibaba.com/index.html?spm=a2700.details.0.0.11432e3bvXZctu&from=detail&productId=1601116668954
20	Guangzhou Sehe Apparel Co., Ltd.	https://sehefashion.en.alibaba.com/index.html?spm=a2700.details.0.0.a6414c94L6i8N6&from=detail&productId=1600785642684
21	Shenzhen Ruixi Intelligent Technology Co., Ltd.	https://rxint.en.alibaba.com/index.html?spm=a2700.details.0.0.223db8950xROhK&from=detail&productId=1601106690349
22	Henan Xiafu Trading Co., Ltd.	https://hnxfmy.en.alibaba.com/index.html?spm=a2700.details.0.0.2c1a2763OMbTWe&from=detail&productId=1601213773972
23	Changzhou Melee Trading Co., Ltd.	https://melee88.en.alibaba.com/index.html?spm=a2700.details.0.0.327b5599QgJAuI&from=detail&productId=1601221745362
24	Quanzhou Zhukuanghong Garments Co., Ltd.	https://zkhapparel.en.alibaba.com/index.html?spm=a2700.details.0.0.3aac52df2qEepo&from=detail&productId=1600967184084

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of June 2025, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, Alibaba.

By: /s/ Joseph W. Droter
Joseph W. Droter (IL Bar No. 6329630)

No.	Seller's Name	Seller Contact
1	shurax	shurax34@gmail.com
2	Xiamen Tongsiyuan Trading Co., Ltd.	785828767@qq.com miksali@163.com
3	Xiamen Truen Trading Co., Ltd.	truen2020@163.com truwin2020@163.com
4	Dongguan Jicai Knitting Technology Co., Ltd.	2728221884@qq.com
5	Dongguan Haofeng Clothing Co., Ltd.	captain.falcon1124@gmail.com sales@haofenggarment.com
6	Suzhou Linwen International Trade Co., Ltd.	yuqiulin2021@outlook.com
7	Dongguan Hongzhiyue Garment Co., Ltd.	mk@dghzy.com
8	Quanzhou Sihaiyile Trading Co., Ltd.	linyan666777999@163.com
9	Shenzhen Chunyu Electronic Technology Co., Ltd.	chunyu_alil@163.com
10	Changsha Zhezhe Clothing Co., Ltd.	z19973749101@163.com
11	Trueway Custom (xiamen) Clothing Co., Ltd.	xiamentw@163.com
12	Guangzhou Yingjiaqi Clothing Co.,Ltd	sales01@gzyjq.com
13	Dongguan Shenjie Clothing Co., Ltd.	o13877544009@163.com sj18878545433@163.com

No.	Seller's Name	Seller Contact
14	Quanzhou Minshan Import & Export Trading Co., Ltd.	coldker2021@yeah.net minthson@aliyun.com
15	Guangxi Lingzhi Trading Co., Ltd.	13826586515@aliyun.com
16	Dongguan Natian Clothing Co., Ltd.	runxingxiang@163.com
17	Shantou Enhong Clothing Co., Ltd.	21224447@163.com info@zcp-clothes.com
18	Guangzhou Vepeen Apparel Co., Ltd.	qjywygkb12@qq.com
19	Quanzhou Vitry Supply Chain Co., Ltd.	hope@sehefashion.com
20	Guangzhou Sehe Apparel Co., Ltd.	kirsten_yang@hkatbingo.com
21	Shenzhen Ruixi Intelligent Technology Co., Ltd.	525109592@qq.com
22	Henan Xiafu Trading Co., Ltd.	melee01@foxmail.com
23	Changzhou Melee Trading Co., Ltd.	meleedh@foxmail.com
24	Quanzhou Zhukuanghong Garments Co., Ltd.	403145666@qq.com

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HONG KONG LEYUZHEN TECHNOLOGY
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THE PARTNERSHIPS AND
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IDENTIFIED IN SCHEDULE "A" HERETO,

Defendants.

Case No.: 1:25-cv-04602-EEB-DPM

Honorable Elaine E. Bucklo

Magistrate Daniel P. McLaughlin

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT
AGAINST THE IDENTIFIED SCHEDULE "A" DEFENDANTS**

Plaintiff Hong Kong Leyuzhen Technology Co. Ltd. ("Plaintiff") hereby submits this Memorandum of Law in support of its Motion for Entry of Default and Default Judgment (the "Motion") pursuant to Federal Rule of Civil Procedure 55 ("Rule 55") against the identified Schedule "A" Defendants (collectively, the "Defaulting Defendants"), which have been separately listed in **Exhibit 1** to the accompanying Declaration of Katherine M. Kuhn (the "Kuhn Decl."). Plaintiff's Motion is made and based upon this Memorandum of Law, the Kuhn Declaration, the Declaration of Liangjie Li (the "Li Decl."), the papers and pleadings on file in this action, and any argument of counsel the Court may entertain. Plaintiff's Motion for entry of Default and Default Judgment disposes of all remaining defendants.

I. INTRODUCTION

On May 12, 2025, the Court authorized electronic service via email on the Schedule "A" Defendants in connection with the Temporary Restraining Order ("TRO"), which was extended

up to and including June 9, 2025 [Dkt. Nos. 16, 20]. Plaintiff completed service on all named Defendants and filed a Return of Service on June 3, 2025 [Dkt. No. 24]. The deadline to respond to the Complaint was June 24, 2025.

Plaintiff seeks an award of \$5,000 statutory damages pursuant to 17 U.S.C. § 504(c) against each individual Defaulting Defendant, which Plaintiff requests to be enhanced to \$15,000 for their willful infringement to of the following federally registered copyright asserted in this action: (1) VA0002379895, (2) VA0002381109, (3) VA0002379881, (4) VA0002384873, (5) VA0002380492, (7) VA0002382152, (8) VA0002379934, (9) VA0002381142, (10) VA0002413183 (the "Copyright Protected Images"). (Kuhn Decl. ¶ 5.) Plaintiff additionally requests the Court issue a permanent injunction against the Defaulting Defendants. *See* 17 U.S.C. § 502(a). Alternatively, Plaintiff requests issuance of a permanent injunction based on the Defaulting Defendants' willful violation of the Uniform Deceptive Trade Practices Act.

II. LEGAL STANDARD

Pursuant to Federal Rule of Civil Procedure 12(a)(1)(A), the Defaulting Defendants had twenty-one (21) days to answer or otherwise respond to Plaintiff's Complaint in this action. Fed. R. Civ. P. 12(a)(1)(A)", Under Federal Rule of Civil Procedure 55(a), "when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default." Fed. R. Civ. P. 55(a).

III. FACTUAL BACKGROUND

As alleged in the Complaint, here the Defaulting Defendants have publicly displayed unlicensed and unauthorized reproductions of Plaintiff's Copyright Protected Images on the Alibaba.com online sales platform (the "Platform") to market and sell competing products using Plaintiff's authentic Rotita brand Copyrighted images, thereby deceiving public consumers as to

the quality, nature, and source of goods being purchased. (Kuhn Decl. ¶ 6.) Moreover, the Defaulting Defendants are alleged to be operating as part of a coordinated, sophisticated network that utilizes a common supply chain and manufacturing source to fulfill consumer orders. As of the filing of this Motion, approximately twenty-seven days (27) have expired since electronic service was effectuated on the Schedule "A" Defendants, which includes the Defaulting Defendants that are the subject of Plaintiff's Motion. (Kuhn Decl. ¶ 4.) To date, none of the Defaulting Defendants have answered or otherwise responded to Plaintiff's Complaint. (*Id.*) Therefore, the Clerk of the Court is compelled to enter default pursuant to Rule 55(a) against the Defaulting Defendants.

When the Court determines that a defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the defendants are liable as a matter of law as to each cause of action alleged in the complaint. *Black v. Lane*, 22 F.3d 1395, 1399 (7th Cir. 1994). Here, Defaulting Defendants have willfully and intentionally infringed Plaintiff's Copyright Protected Images, supporting the Plaintiff's request for enhanced statutory damages. Plaintiff meets the requirements for entry of the requested default judgment under Rule 55(b)(2).

IV. ARGUMENT

A. Jurisdiction and Venue Are Proper in This Court

This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Federal Copyright Act, 17 U.S.C. § 101, et seq., 28 U.S.C. § 1338(a)--(b) and 28 U.S.C. § 1331. [Dkt. No. 1 at 2-3.] Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets business activities toward consumers in Illinois and causes harm to Plaintiff's business within this judicial district. [Dkt. No. 1 at 2-3]; *see also uBID, Inc. v. GoDaddy*

Grp., Inc., 623 F.3d 421, 423-24 (7th Cir. 2010) (without benefit of an evidentiary hearing, plaintiff bears only the burden of making a prima facie case for personal jurisdiction; all of plaintiff's asserted facts should be accepted as true and any factual determinations should be resolved in its favor. Moreover, the Court has determined that it can properly exercise specific personal jurisdiction over the Schedule "A" Defendants, which includes the Defaulting Defendants, in issuing the TRO on May 12, 2025. [Dkt. No. 16]. Finally, the Court additionally granted a Preliminary Injunction on June 6, 2025, further solidifying this determination. [Dkt. No. 28.] In the case at bar, it is unquestionable that the Defaulting Defendants are subject to personal jurisdiction in this action.

B. Plaintiff Has Met the Requirements for Entry of Default Under Rule 55(a)

Pursuant to Rule 55(a), "when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default." Fed. R. Civ. P. 55(a). Plaintiff clearly meets these requirements. Here, Plaintiff filed its Complaint in this action alleging, among other claims, Copyright Infringement (Count I), and violation of the Uniform Deceptive Trade Practices Act (Count II) as asserted in the company's Complaint. [Dkt. No. 1 at 36-49.]. All Defendants, including the Defaulting Defendants, were properly served with the Complaint, TRO, and all supporting documents via electronic service on June 3, 2025. [Dkt. No. 24.] The Defaulting Defendants had twenty-one (21) days to answer or otherwise respond to Plaintiff's complaint pursuant to Rule 12(a)(1)(A). Here, the Defaulting Defendants were required to answer or otherwise respond to the Complaint on or before June 24, 2025. [*Id.*] As of the filing of this Motion, over twenty-two (22) days have expired since electronic service was effectuated on the Schedule "A" Defendants, which includes the Defaulting Defendants that are the subject of Plaintiff's

Motion. (Kuhn Decl. ¶ 4.) To date, none of the Defaulting Defendants have answered or otherwise responded to Plaintiff's Complaint. (*Id.*) Accordingly, the Clerk of the Court is compelled to enter default and default judgment pursuant to Rule 55 against the Defaulting Defendants.

C. Plaintiff is Entitled to Entry of the Requested Default Judgment

A default judgment establishes, as a matter of law, that named, unresponsive defendants are liable on each cause of action alleged against them in the complaint. *Di Mucci*, 879 F.2d at 1497. When a court determines that a defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the defendants are liable as a matter of law as to each cause of action alleged in the complaint upon entry of default judgment. *Black*, 22 F.3d at 1399. Here, more than twenty-one (21) days have passed since Defendants were served, and no answer or other responsive pleading has been filed by any of the Defaulting Defendants identified in Schedule "A." *See* Fed. R. Civ. P. 12(a)(1)(A). Therefore, an entry of a default judgment is appropriate.

Moreover, Plaintiff is entitled to the following remedies through the issuance of a default judgment against the Defaulting Defendants: (1) an award of \$5,000 in statutory damages and profits per Defaulting Defendant for copyright infringement under 17 U.S.C. § 504(c)(1); (2) an award of enhanced \$15,000 in statutory damages per Defaulting Defendant for willful infringement pursuant to 17 U.S.C. § 504(c)(2); (3) entry of a permanent injunction pursuant to 17 U.S.C. § 502(a); and (4) alternatively, entry of a permanent injunction pursuant to 815 ILCS § 510/3.

1. Plaintiff is entitled to statutory damages under 17 U.S.C. § 504(c)(1).

Plaintiff is entitled to such relief for the Defaulting Defendants' infringement of the company's Copyright Protected Images, which it maintains was done willfully and intentionally.

(Kuhn Decl. ¶¶ 8, 11-12.). A copyright owner is entitled to recover the actual damages suffered for infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. 17 U.S.C. § 504(b). In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work. 17 U.S.C. § 504(b). "[S]tatutory damages have been held to be appropriate on a motion for default judgment because the defaulting party has the information needed to prove actual damages." *White v. Marshall*, 771 F.Supp.2d 952, 956 (E.D. Wis. 2011); *see also Wondie v. Mekuria*, 742 F.Supp.2d 118, 124-25 (D.D.C. 2010); *Lifted Research Grp., Inc. v. Behdad, Inc.*, 591 F.Supp.2d 3, 8 (D.D.C. 2008). In this case at bar, Plaintiff has asserted a viable claim for infringement of its Copyright Protected Images. To prove copyright infringement, a plaintiff must show: "(1) ownership of a valid copyright; and (2) copying of constituent elements of the work that are original." *JWC Invs., Inc. v. Novelty, Inc.*, 482 F.3d 910, 914 (7th Cir. 2007). A certificate of copyright registration provides a *prima facie* presumption of validity. *Mid. American Title Co. v. Kirk*, 59 F.3d 719, 721 (7th Cir. 1995). Here, Plaintiff has alleged its ownership of the asserted Copyright Protected Images in its Complaint [Dkt. No. 1] and has supplied the Court with a summary of all registrations issued by the United States Copyright Office [Dkt. No. 1, Ex. 1]. Moreover, Plaintiff has set forth considerable factual allegations establishing the Defaulting Defendants have infringed the company's Copyright Protected Images. [Dkt. No. 13-7.] Therefore, the Defaulting Defendants have infringed the company's Copyright Protected Images.

Next, Plaintiff is entitled to an award of statutory damages given the circumstances in this action. An award of statutory damages is appropriate because actual damages "are often virtually

impossible to prove . . ." *White*, 771 F.Supp.2d at 956. In awarding statutory damages, the court is not required to follow any rigid formula. *Id.* (citing *Chi-Boy Music v. Charlie Club, Inc.*, 930 F.2d 1224, 1229 (7th Cir. 1991)). Instead, the court enjoys wide discretion in setting a statutory damage award within the prescribed range from \$750 to \$30,000 per infringement. *Broadcast Music, Inc. v. Star Amusements, Inc.*, 44 F.3d 485, 489 (7th Cir. 1995). The court may consider such factors as the difficulty or impossibility of proving actual damages, the circumstances of the infringement, and the efficacy of the damages as a deterrent to future copyright infringement. *Chi-Boy Music*, 930 F.2d at 1229. Here, Plaintiff has established unquestionably viable copyright infringement claims in this case. Most notably, Plaintiff's motion for a preliminary injunction being granted in this case. [Dkt. No. 28.] The Defaulting Defendants' willful refusal to appear and defend against the asserted claims, however, has deprived Plaintiff of the ability to present evidence concerning verifiable infringing sales or costs associated with such sales. (*Id.* ¶ 7.)

Specifically, Plaintiff has neither obtained, nor are the Defaulting Defendants participating in these proceedings, so that the Court can be provided with the infringers' deductible expenses related to the sale of the competing products associated with the unauthorized use and public display of Plaintiff's Copyright Protected Images. *See* 17 U.S.C. § 504(b). The third-party platform, Alibaba, did not provide sales data to Plaintiff, ignoring to fully comply with the TRO. As such, there is no verifiable information concerning the Defaulting Defendants' gross infringing sales of their competing products using Plaintiff's copyrights or the associated deductible expenses from same. (Kuhn Decl. ¶ 7.) Moreover, while Plaintiff can estimate the range of the Defaulting Defendants' net profits from their infringing sales provided by the Platform, this estimate is highly speculative and cannot affirmatively account for the advertising expenses saved through the unauthorized use and display of the company's Copyright Protected Images for which it has created

at considerable expense. (Li Decl. ¶ 11.) Therefore, an award of statutory damages is appropriate because actual damages are virtually impossible to prove in this case. *See White*, 771 F.Supp.2d at 956. Given the foregoing circumstances, and the nature of the Defaulting Defendants' conduct, Plaintiff asserts that it is entitled to an award of \$5,000 in statutory damages against each Defaulting Defendant and submits a Defendant-by-Defendant analysis showing each Defaulting Defendant, the copyright infringed, and the statutory damages requested. (Kuhn Decl. ¶ 12, Exhibit. 1.)

In this case the Defaulting Defendants were provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend. (Kuhn Decl. ¶ 7). As a result of the Defaulting Defendants' intentional decision not to appear and defend this action, Plaintiff has been deprived of a meaningful opportunity to assess the true nature of its actual damages. (*Id.*) Plaintiff has expended considerable capital in securing registration of the Copyright Protected Images and advertising its brand in the United States and in the State of Illinois. (Li. Decl. ¶ 10.) This includes spending over \$80,000 to secure the company's copyright registrations with the United States Copyright Office and spending approximately \$8,000,000 to \$12,000,000 annually to advertise and promote its Rotita brand in the United States. (Li Decl. ¶ 10.) These facts unquestionably support Plaintiff's request statutory damages per infringed Copyright Protected Image per Defaulted Defendant.

The actions of the Defaulting Defendants' infringement clearly support awarding the requested statutory damage award against them. It is without question that the Defaulting Defendants have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Images. In this regard, Plaintiff's Copyright-Protected Images, often representing product releases, have then appeared on the Defaulting Defendants' online stores

maintained with the Platform. (Li Decl. ¶ 7.) Moreover, the Defaulting Defendants have unquestionably been operating their online stores using the misappropriated Copyright Protected Images through a sophisticated network utilizing a highly developed supply chain capable of supplying thousands of competing products featuring an array of similarities to Plaintiff's textile patterns and designs that could not otherwise be accomplished on an individual basis. (Kuhn Decl. ¶¶ 8, 11.) These actions by the Defendant, justify an award of statutory damages. Plaintiff respectfully requests the Court award statutory damages for copyright infringement under 17 U.S.C. § 504(c)(1) in an amount not less than \$5,000.00 per Defaulting Defendant per infringed Copyright Protected Image. (Kuhn Decl. ¶ 12, Ex. 1)

2. Plaintiff is entitled to enhanced statutory damages.

Here, the Defaulting Defendants' infringement clearly supports awarding an enhanced statutory damage award of, at least, treble damages against them. The Defaulting Defendants' infringing conduct in this action are willful, thereby justifying enhanced damages under 17 U.S.C. § 504(c)(2). Defaulting Defendants have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Images. (Kuhn Decl. ¶¶ 8, 11-12.) Plaintiff's Copyright Protected Images, often representing recent product releases, have appeared on each the Defaulting Defendants' online stores maintained with the Platform. (Li Decl. ¶ 7.) The Defaulting Defendants have clearly been operating their online stores using the unauthorized and unlicensed Copyright Protected Images. Upon information and belief, the Defaulting Defendants, have been acting through their network to actively monitor and post information on the Plaintiff's pending cases on the website www.SellerDefense.cn. (Kuhn Decl. ¶ 8.) This has apparently been done to advise defendants in all pending actions of Plaintiff's successful prosecution of its claims, and the viability of appearing and asserting potential defenses. (*Id.*) These circumstances reveal an overall

common scheme the Defaulting Defendants, to simply cut their losses where Plaintiff has a high likelihood of success, abandon any online platform restrained funds, and bask in the security that any judgment issued against them will almost certainly not be collectable in the Republic of China. (Kuhn Decl. ¶ 8.) Such circumstances support awarding Plaintiff enhanced statutory damages in this action. *See Chi-Boy Music*, 930 F.2d at 1229. The facts presented further support awarding the enhanced statutory damages against the Defaulting Defendants on the grounds that they should serve as a deterrent to future conduct. *Id.* at 1229-30. Here, the Defaulting Defendants are watching the results of Plaintiff's copyright infringement enforcement actions in this judicial district. (Kuhn Decl. ¶ 8.) To maximize the deterrent effect of the Court's anticipated default and default judgment, Plaintiff is asking that enhanced statutory damages be imposed on the Defaulting Defendant for each alleged infringement of the Copyright Protected Images. (*Id.* ¶ 9.) The Defaulting Defendants have simply taken the apparent position that any recovery issued by a court is only executable against their restrained assets on the named online platform. (*Id.*) This conduct demonstrates an intentional willingness to ignore the Court's authority to impose significant statutory damages in this action to send a message to the Defaulting Defendants, and all other similar infringers, that they will incur substantial liability for their actions. In doing so, hopefully the Defaulting Defendants, or other similar infringers monitoring this case, will post this anticipated award on the www.SellerDefense.cn website as notice of the consequences for their intentional, and orchestrated actions.

Here, Plaintiff respectfully requests the Court enter an award of \$5,000 statutory damages per Defaulted Defendant per infringed Copyright Protected Image, which should be treble enhanced to \$15,000 for willful infringement per Defaulted Defendant per infringed Copyright

Protected Work, pursuant to 17 U.S.C. § 504(c)(2). A Defendant-by-Defendant request analysis is provided as Exhibit 1 to the Kuhn Declaration. (Kuhn Decl. ¶ 12, Exhibit. 1).

3. Plaintiff is entitled to a permanent injunction.

Plaintiff is entitled to entry of a permanent injunction against the Defaulting Defendants. This request is justified under either 17 U.S.C. § 502(a) or, alternatively, under the Uniform Deceptive Practices Act pursuant to 815 ILCS § 510/3. This Court has already determined that Plaintiff is entitled to preliminary injunctive relief in this action, which includes issuance against the Defaulting Defendants. [Dkt. No. 28.] Nothing has occurred since entry of the preliminary injunction that would alter or prohibit entry of a permanent injunction against the non-appearing Defaulting Defendants. In short, the compelling facts presented to the Court that justified entry of preliminary injunctive relief stand unchallenged by the Defaulting Defendants. As such, Plaintiff's right to permanent injunctive relief under 17 U.S.C. § 502(a) or, alternatively, under the Uniform Deceptive Practices Act pursuant to 815 ILCS § 510/3, is uncontested and supported by the substantial evidentiary record previously provided to the Court when preliminary injunctive relief was issued. Accordingly, Plaintiff is entitled to issuance of permanent injunctive relief against the Defaulting Defendants.

V. CONCLUSION

Under Rule 55(b)(2), Plaintiff respectfully requests this Court for entry of a default judgment finding the Defaulting Defendants liable on all counts asserted in Plaintiff's Complaint. [Dkt. No. 1.] These asserted counts include claims for Copyright Infringement (Count I), and violation of the Illinois Uniform Deceptive Trade Practices Act (the "Uniform Deceptive Trade Practices Act") (Count II). [Dkt. No. 1 at 36-49.] In granting its request, Plaintiff asks the Court to award the following: (1) \$5,000 in statutory damages per Defaulting Defendant per infringed

Copyright Protected Image pursuant to 17 U.S.C. § 504(c)(1); (2) enhanced treble statutory damages of \$15,000 per Defaulting Defendant per infringed Copyright Protected Image based on their willful infringement pursuant to 17 U.S.C. § 504(c)(2); (3) issuance of a permanent injunction against the Defaulting Defendants pursuant to 17 U.S.C. § 502(a) or, alternatively, under the Uniform Deceptive Trade Practices Act pursuant to 815 ILCS § 510/3; and (4) such other relief as the Court deems just and proper.

DATED: June 30, 2025

Respectfully submitted,

By: /s/ Joseph W Droter
Joseph W. Droter (Bar No. 6329630)
Katherine M. Kuhn (Bar No. 6331405)
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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of June 2025, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, Alibaba.

By: /s/ Joseph W. Droter
Joseph W. Droter (IL Bar No. 6329630)

No.	Seller's Name	Seller Contact
1	shurax	shurax34@gmail.com
2	Xiamen Tongsiyuan Trading Co., Ltd.	<u>785828767@qq.com</u> miksali@163.com
3	Xiamen Truen Trading Co., Ltd.	<u>truen2020@163.com</u> truwin2020@163.com
4	Dongguan Jicai Knitting Technology Co., Ltd.	2728221884@qq.com
5	Dongguan Haofeng Clothing Co., Ltd.	<u>captain.falcon1124@gmail.com</u> sales@haofenggarment.com
6	Suzhou Linwen International Trade Co., Ltd.	yuqiulin2021@outlook.com
7	Dongguan Hongzhiyue Garment Co., Ltd.	mk@dghzy.com
8	Quanzhou Sihaiyile Trading Co., Ltd.	linyan666777999@163.com
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11	Trueway Custom (xiamen) Clothing Co., Ltd.	xiamentw@163.com
12	Guangzhou Yingjiaqi Clothing Co.,Ltd	sales01@gzyjq.com
13	Dongguan Shenjie Clothing Co., Ltd.	<u>o13877544009@163.com</u> sj18878545433@163.com

No.	Seller's Name	Seller Contact
14	Quanzhou Minshan Import & Export Trading Co., Ltd.	coldker2021@yeah.net minthson@aliyun.com
15	Guangxi Lingzhi Trading Co., Ltd.	13826586515@aliyun.com
16	Dongguan Natian Clothing Co., Ltd.	runxingxiang@163.com
17	Shantou Enhong Clothing Co., Ltd.	21224447@163.com info@zcp-clothes.com
18	Guangzhou Vepeen Apparel Co., Ltd.	qjywygkb12@qq.com
19	Quanzhou Vitry Supply Chain Co., Ltd.	hope@sehefashion.com
20	Guangzhou Sehe Apparel Co., Ltd.	kirsten_yang@hkatbingo.com
21	Shenzhen Ruixi Intelligent Technology Co., Ltd.	525109592@qq.com
22	Henan Xiafu Trading Co., Ltd.	melee01@foxmail.com
23	Changzhou Melee Trading Co., Ltd.	meleedh@foxmail.com
24	Quanzhou Zhukuanghong Garments Co., Ltd.	403145666@qq.com

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

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED IN SCHEDULE “A” HERETO,

Defendants.

Case No.: 1:25-cv-04602-EEB-DPM

Honorable Elaine E. Bucklo

Magistrate Daniel P. McLaughlin

**DECLARATION OF KATHERINE M. KUHN IN SUPPORT OF
MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT**

I, Katherine M. Kuhn, of the City of Chicago, in the State of Illinois, declare as follows:

1. Except as otherwise expressly stated to the contrary, this declaration is based upon my personal knowledge of the following facts and, if called as a witness, I could and would competently testify to the statements made herein.

2. I make this declaration in support of Plaintiff’s Motion for Default and Default Judgment (the “Motion”) against the identified Schedule “A” Defendants (collectively, the “Defaulting Defendants”), which have been separately listed in **Exhibit 1** to this Declaration.

3. I am an attorney at law, duly admitted to practice before the Courts of the State of Illinois and the United States District Court for the Northern District of Illinois. I am one of the attorneys for Plaintiff Hong Kong Leyuzhen Technology Co. Ltd. (“Plaintiff”). I make this declaration from my matters within my own knowledge unless stated otherwise.

4. I hereby certify that the Defaulting Defendants (as defined in the accompanying Memorandum) have failed to plead or otherwise defend this action within twenty-one (21) days

after being served with the Summons and Complaint in this action in violation of Federal Rule of Civil Procedure 12(a)(1)(A). Specifically, all Schedule “A” Defendants were served with copies of the Summons and Complaint via electronic service authorized by the Court on June 3, 2025, which is reflected in the Return of Summons filed in this case. [Dkt. No. 24.] As of the filing of this Motion, approximately twenty-seven (27) days have expired since electronic service was effectuated on the Schedule “A” Defendants, which includes the Defaulting Defendants that are the subject of Plaintiff’s Motion. None of the identified Defaulting Defendants have answered or otherwise responded to Plaintiff’s Complaint in this action.

5. Plaintiff’s asserted claims for relief in this action involve the intentional, willful infringement of the following federally registered copyright protected images: (1) VA0002379895, (2) VA0002381109, (3) VA0002379881, (4) VA0002384873, (5) VA0002380492, (7) VA0002382152, (8) VA0002379934, (9) VA0002381142, (10) VA0002413183. (the “Copyright Protected Images”).

6. As alleged in the Complaint, the Defaulting Defendants have displayed, without authorization, the Copyright Protected Images on the Alibaba.com online sales platform (the “Platform”) to market and sell competing products resembling Plaintiff’s authentic Rotita brand products through their online stores (the “Online Stores”), thereby deceiving public consumers as to the quality, nature, and source of goods being purchased.

7. Plaintiff is entitled to statutory damages in this action as described in **Exhibit 1** to this Declaration, which shows the Statutory Damages Request based on the copyright infringement. First, the Defaulting Defendants were provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend this action. The platform, Alibaba, has also not sent any sales data for any Defendant, ignoring the full Temporary Restraining Order

(“TRO”) request. As a result of the Defaulting Defendants’ intentional decision not to appear and defend this action, coupled with Alibaba’s lack of sales data, Plaintiff has been deprived of a meaningful opportunity to assess the true nature of its actual damages. This uncertainty supports Plaintiff’s requested statutory damages against the Defaulting Defendant.

8. In addition, defendants in multiple copyright enforcement actions in this judicial district, which includes the Defaulting Defendants, have been acting through their counterfeit network to actively monitor and post information on the Plaintiff’s pending cases on the website www.SellerDefense.cn. This has apparently been done to advise defendants in all pending actions of Plaintiff’s successful prosecution of its claims, and the viability of appearing and asserting potential defenses. These circumstances reveal an overall strategy by all non-appearing defendants, including the Defaulting Defendants, to simply cut their losses where Plaintiff has a high likelihood of success, abandon any online platform restrained funds, and bask in the security that any judgment issued against them will almost certainly not be collectable in the Republic of China. Simply put, the Defaulting Defendants are watching the results of Plaintiff’s copyright infringement enforcement actions in this judicial district.

9. To maximize the deterrent effect of the Court’s anticipated default and default judgment, Plaintiff is asking that enhanced statutory damages be imposed on the Defaulting Defendants for each alleged infringement of the Copyright Protected Images.

10. Such an award precludes the Defaulting Defendants from shielding themselves from monetary responsibility for the collective infringement of common Copyright Protected Images. *Desire, LLC v. Manna Textiles, Inc.*, 986 F.3d 1253, 1264-1272 (9th Cir. 2021). Rather, Plaintiff expressly requests that the Defaulting Defendants, be assessed an enhanced statutory damage award as described in **Exhibit 1** to this Declaration for their infringement of the Copyright

Protected Images.

11. Plaintiff has alleged, and has offered proof, that the Defaulting Defendants have not only engaged in the infringement of the Copyright Protected Images, but they have done so through a highly sophisticated counterfeit network. Moreover, the basic nature of the copyright infringement scheme employed demonstrates that the Defaulting Defendants not only knew of the impropriety of their conduct but had to implement their counterfeit scheme through sophisticated sources and established supply chains. This is the only possible scenario under which the Defaulting Defendants could immediately procure, without authorization, Plaintiff's copyright protected product images and offer them for sale through their online stores.

12. The presented facts not only establish the Defaulting Defendant's knowledge and intentional infringement of Plaintiff's Copyright Protected Images. Accordingly, Plaintiff should be awarded statutory damages as described in **Exhibit 1** to this Declaration, with treble the enhancement against Defaulted Defendants based on their willful infringement of the Copyright Protected Images.

13. My office, with assistance from our client and those assisting our client, investigated the infringing activities of the Defaulting Defendants, including attempting to identify their contact information. Our investigation confirmed that the Defaulting Defendants are primarily domiciled in Asia. As such, I am informed and believe that the Defaulting Defendants are not active-duty members of the U.S. armed forces.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: June 30, 2025

By: /s/ Katherine M. Kuhn
Katherine M. Kuhn (Bar No. 6331405)
BAYRAMOGLU LAW OFFICES, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of June 2025, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, Alibaba.

By: /s/ Joseph W. Droter

Joseph W. Droter (IL Bar No. 6329630)

No.	Seller's Name	Seller Contact
1	shurax	shurax34@gmail.com
2	Xiamen Tongsiyuan Trading Co., Ltd.	785828767@qq.com miksali@163.com
3	Xiamen Truen Trading Co., Ltd.	truen2020@163.com truwin2020@163.com
4	Dongguan Jicai Knitting Technology Co., Ltd.	2728221884@qq.com
5	Dongguan Haofeng Clothing Co., Ltd.	captain.falcon1124@gmail.com sales@haofenggarment.com
6	Suzhou Linwen International Trade Co., Ltd.	yuqiulin2021@outlook.com
7	Dongguan Hongzhiyue Garment Co., Ltd.	mk@dghzy.com
8	Quanzhou Sihaiyile Trading Co., Ltd.	linyan666777999@163.com
9	Shenzhen Chunyu Electronic Technology Co., Ltd.	chunyu_ali1@163.com
10	Changsha Zhezhe Clothing Co., Ltd.	z19973749101@163.com
11	Trueway Custom (xiamen) Clothing Co., Ltd.	xiamentw@163.com
12	Guangzhou Yingjiaqi Clothing Co.,Ltd	sales01@gzyjq.com
13	Dongguan Shenjie Clothing Co., Ltd.	o13877544009@163.com sj18878545433@163.com
14	Quanzhou Minshan Import & Export Trading Co., Ltd.	coldker2021@yeah.net minthson@aliyun.com

No.	Seller's Name	Seller Contact
15	Guangxi Lingzhi Trading Co., Ltd.	13826586515@aliyun.com
16	Dongguan Natian Clothing Co., Ltd.	runxingxiang@163.com
17	Shantou Enhong Clothing Co., Ltd.	21224447@163.com info@zcp-clothes.com
18	Guangzhou Vepeen Apparel Co., Ltd.	qjywygkb12@qq.com
19	Quanzhou Vitry Supply Chain Co., Ltd.	hope@sehefashion.com
20	Guangzhou Sehe Apparel Co., Ltd.	kirsten_yang@hkatbingo.com
21	Shenzhen Ruixi Intelligent Technology Co., Ltd.	525109592@qq.com
22	Henan Xiafu Trading Co., Ltd.	melee01@foxmail.com
23	Changzhou Melee Trading Co., Ltd.	meleedh@foxmail.com
24	Quanzhou Zhukuanghong Garments Co., Ltd.	403145666@qq.com

Exhibit 1

Hong Kong Leyuzhen Technology Co. Limited v.
The Partnerships and Unincorporated Associations Identified in Schedule A

24 Defaulting Defendants 1:25-cv-04602

No.	Alibaba Store Name/Defendant Contact Information	Copyright Infringement(s)	Statutory Amount Requested	Enhanced x3 for Willful Infringement Total Requested
1	shurax shurax34@gmail.com	VA0002379895	\$5,000	\$15,000
2	Xiamen Tongsiyuan Trading Co., Ltd. 785828767@qq.com miksali@163.com	VA0002384873	\$5,000	\$15,000
3	Xiamen Truen Trading Co., Ltd. truen2020@163.com truwin2020@163.com	VA0002379895	\$5,000	\$15,000
4	Dongguan Jicai Knitting Technology Co., Ltd. 2728221884@qq.com	VA0002381109 VA0002381142	\$5,000	\$15,000
5	Dongguan Haofeng Clothing Co., Ltd. captain.falcon1124@gmail.com sales@haofenggarment.com	VA0002382152	\$5,000	\$15,000
6	Suzhou Linwen International Trade Co., Ltd. yuqiulin2021@outlook.com	VA0002382152	\$5,000	\$15,000
7	Dongguan Hongzhiyue Garment Co., Ltd. mk@dghzy.com	VA0002382152	\$5,000	\$15,000
8	Quanzhou Sihaiyile Trading Co., Ltd. linyan666777999@163.com	VA0002382152	\$5,000	\$15,000
9	Shenzhen Chunyu Electronic Technology Co., Ltd chunyu ali1@163.com	VA0002382152 VA0002379881 VA0002379934	\$5,000	\$15,000
10	Changsha Zhezhe Clothing Co., Ltd. z19973749101@163.com	VA0002382152	\$5,000	\$15,000
11	Trueway Custom (xiamen) Clothing Co., Ltd. xiamentw@163.com	VA0002382152	\$5,000	\$15,000
12	Guangzhou Yingjiaqi Clothing Co.,Ltd sales01@gzyjq.com	VA0002382152	\$5,000	\$15,000
13	Dongguan Shenjie Clothing Co., Ltd. o13877544009@163.com sj18878545433@163.com	VA0002382152 VA0002413183	\$5,000	\$15,000

Hong Kong Leyuzhen Technology Co. Limited v.
The Partnerships and Unincorporated Associations Identified in Schedule A

24 Defaulting Defendants 1:25-cv-04602

No.	Alibaba Store Name/Defendant Contact Information	Copyright Infringement(s)	Statutory Amount Requested	Enhanced x3 for Willful Infringement Total Requested
14	Quanzhou Minshan Import & Export Trading Co., Ltd. coldker2021@yeah.net minthson@aliyun.com	VA0002382152	\$5,000	\$15,000
15	Guangxi Lingzhi Trading Co., Ltd. 13826586515@aliyun.com	VA0002382152	\$5,000	\$15,000
16	Dongguan Natian Clothing Co., Ltd. runxingxiang@163.com	VA0002382152	\$5,000	\$15,000
17	Shantou Enhong Clothing Co., Ltd. 21224447@163.com info@zcp-clothes.com	VA0002382152	\$5,000	\$15,000
18	Guangzhou Vepeen Apparel Co., Ltd. qjywygkb12@qq.com	VA0002379895	\$5,000	\$15,000
19	Quanzhou Vitry Supply Chain Co., Ltd. hope@sehefashion.com	VA0002382152	\$5,000	\$15,000
20	Guangzhou Sehe Apparel Co., Ltd. kirsten_yang@hkatbingo.com	VA0002382152	\$5,000	\$15,000
21	Shenzhen Ruixi Intelligent Technology Co., Ltd. 525109592@qq.com	VA0002382152 VA0002379881	\$5,000	\$15,000
22	Henan Xiafu Trading Co., Ltd. melee01@foxmail.com	VA0002382152	\$5,000	\$15,000
23	Changzhou Melee Trading Co., Ltd. meleedh@foxmail.com	VA0002382152	\$5,000	\$15,000
24	Quanzhou Zhukuanghong Garments Co., Ltd. 403145666@qq.com	VA0002382152	\$5,000	\$15,000
			TOTAL:	\$360,000.00

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

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED IN SCHEDULE “A” HERETO,

Defendants.

Case No.: 1:25-cv-04602-EEB-DPM

Honorable Elaine E. Bucklo

Magistrate Daniel P. McLaughlin

**DECLARATION OF LIANGJIE LI IN SUPPORT OF PLAINTIFF’S
MOTION FOR DEFAULT AND DEFAULT JUDGMENT**

I, Liangjie Li, of Hong Kong, a special administrative region of the People’s Republic of China, declare as follows:

1. Except as otherwise expressly stated to the contrary, this declaration is based upon my personal knowledge of the following facts and, if called as a witness, I could and would competently testify to the statements made herein.

2. I make this declaration in support of Plaintiff’s Motion for Default and Default Judgment (the “Motion”).

3. I am the Chief Operations Officer for Plaintiff Hong Kong Leyuzhen Technology Co. Ltd. (“Plaintiff”). I make this declaration from my matters within my own personal knowledge unless stated otherwise.

4. Plaintiff markets and sells women’s clothing and related items under the “Rotita” brand name (“Rotita”).

5. Rotita is an extremely well-known source of women’s clothing in the United States and has been the subject of rampant infringement of protected intellectual property through online platforms such as TikTok, Walmart, Amazon, Temu, eBay, Aliexpress, and Alibaba (the “Platform”), which is the online sales platform at issue in this action. These are some of the largest online retailers in the World – and Plaintiff does not sell its products through any one of them. Rather, Plaintiff only sells its genuine Rotita brand products through its website rotita.com.

6. Plaintiff seeks an award of statutory damages against all defaulted Schedule “A” Defendants (the “Defaulting Defendants”) in this action. The Defaulting Defendants are accused of intentionally and willfully infringing Plaintiff’s following federally registered copyrights asserted in this action: (1) VA0002379895, (2) VA0002381109, (3) VA0002379881, (4) VA0002384873, (5) VA0002380492, (7) VA0002382152, (8) VA0002379934, (9) VA0002381142, (10) VA0002413183. (the “Copyright Protected Images”).

7. It is without question that the Defaulting Defendants have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Images. In this regard, Plaintiff’s Copyright Protected Images, often representing recent product releases, have almost instantaneously appeared on the Defaulting Defendants’ online stores maintained with the Platform (the “Online Stores”). Moreover, the Defaulting Defendants have unquestionably been operating their Online Stores using the misappropriated Copyright Protected Images through a sophisticated counterfeit network utilizing a highly developed supply chain capable of supplying thousands of knockoff products featuring an array of Plaintiff’s textile patterns and designs that could not otherwise be accomplished on an individual basis.

8. The basic nature of the copyright infringement scheme employed demonstrates that the Defaulting Defendants not only knew of the impropriety of their conduct but had to implement

their infringement scheme through sophisticated sources and established supply chains. This is the only possible scenario under which the Defaulting Defendants could immediately procure, without authorization, Plaintiff's new copyright protected product images and offer them for sale through their Online Stores.

9. The Defaulting Defendants have intentionally used the Copyright Protected Images for soliciting competing product sales on the Alibaba Platform that Plaintiff does not, and has not, utilized to sell its authentic products.

10. Plaintiff's rough estimated gross revenue from United States sales likely exceeds \$20,000,000 USD per year. Of this amount, Plaintiff roughly estimates that over \$1,000,000 is derived from sales in the State of Illinois. Moreover, Plaintiff spends roughly anywhere from \$8,000,000 to \$12,000,000 USD each year to specifically advertise its Rotita brand in the United States through such online advertising sources as Google Ads, Facebook, and Bing. Furthermore, the company has spent more than \$80,000 in filing fees paid to the United States Copyright Office just to secure registration of copyright protected works being asserted in, currently, over twenty (20) enforcement actions initiated in this judicial district. Simply put, Plaintiff is an extremely successful company that earns millions of dollars from product sales in the United States – including within the State of Illinois. To do so, Plaintiff annually spends tens of millions of dollars advertising in the United States to promote the sale of its brand.

11. Plaintiff expects to earn a net profit of approximately 30% on the sale of its Rotita brand products. This figure, however, includes substantial advertising expenses that the Defaulting Defendants would not have to pay since they are largely capitalizing on Plaintiff's advertising efforts by misappropriating its copyright protected images and imbedding the term "Rotita" in their Temu.com search engine optimization. Doing so causes their online stores to be displayed

whenever someone searches for "Rotita" on Amazon.com despite Plaintiff not selling authentic "Rotita" brand products on the platform. Based on the foregoing, I would estimate that the Defaulting Defendants' Online Stores operate at a net profit of between 40% to 50%. I believe that a disgorgement of the Defaulting Defendants' profits would fall within the net profit range. However, it is impossible to definitively calculate the Defaulting Defendants' total sales on the Platform through their Online Stores or to ascertain their expenses related to their infringing sales because they have failed to appear, defend, or otherwise participate in this action.

12. The Defaulting Defendants named in the company's copyright infringement enforcement actions are engaged in the practice of copying Plaintiff's copyright protected product images almost instantaneously after they are first displayed on the company's website and then associating these images with sale and promotion of unauthorized, counterfeit products of substandard quality, thereby deceiving consumers – including the citizens of the State of Illinois. Moreover, given the nature of Plaintiff's goods, such large-scale sales operations over multiple online retail platforms require considerable supply chain coordination that could not reasonably be accomplished independently by any of the named Defaulting Defendants. Simply put, Plaintiff maintains that the Defaulting Defendants are acting in concert, pursuant to a common scheme, whereby they independently copy the company's copyright protected images, without authorization, from its website or such unauthorized images are being provided by the same common source associated with manufacturing the counterfeit products being sold on the Defaulting Defendants' Platform storefronts.

13. Plaintiff has suffered, and continues to suffer, irreparable harm through the Defaulting Defendants' unauthorized use of its federally registered copyright protected images asserted in this action. This results in the direct harm to Plaintiff's brand reputation and loss of

consumer goodwill, both of which are harms that are virtually impossible to ascertain the resulting economic loss.

I declare under penalty of perjury under the laws of the United States of America the foregoing is true and correct.

Executed on June 30, 2025, in Hong Kong.

By: /s/ Liangjie Li
LIANGJIE LI

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of June 2025, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, Alibaba.

By: /s/ Joseph W. Droter
Joseph W. Droter (IL Bar No. 6329630)

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