

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

Shenzhen Peishi Advertising Media Co., Ltd.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED IN
SCHEDULE "A" HERETO,

Defendants.

Case No. 1:25-cv-12683-JLA-AB

Honorable Jorge L. Alonso

Magistrate Albert Berry, III

**PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT
AGAINST CERTAIN DEFENDANTS IDENTIFIED IN SCHEDULE "A"**

COMES NOW, Plaintiff Shenzhen Peishi Advertising Media Co. Ltd. ("Plaintiff"), by and through its counsel, pursuant to Federal Rule of Civil Procedure 55(a) and (b)(2) and submits its Motion for Entry of Default and Default Judgment against seven (7) Defaulting Defendants identified in Schedule "A" to the Complaint as Defendant No. 2 IGERI, Defendant No. 4 shenzhenshishengyudashangmaoyouxiangongsi, Defendant No. 5 HMINLTD, Defendant No. 6 PockFog, Defendant No. 10 WOLIOS, Defendant No. 12 Newgam, and Defendant No. 15 YanzhiJie (collectively the "Defaulting Defendants").

Plaintiff respectfully moves this Court for an order entering default and default judgment against the Defaulting Defendants, who have neither answered nor responded to Plaintiff's Complaint, and finding that Defaulting Defendants are liable on all counts of Plaintiff's Complaint. Fed. R. Civ. P. 55(a) and (b)(2). Plaintiff further seeks an award of Plaintiff's lost profits for willful

patent infringement against Defaulting Defendants for use of U.S. Patent No. 12,324,440 (the “440 Patent” or “Smoker Patent”) in products sold through each of the Defendant Internet Stores.

Rule 55(a) of the Federal Rules of Civil Procedure authorizes entry of default against parties who fail to plead or otherwise defend and that is attested to by affidavit. Rule 55(b)(2) of the Federal Rules of Civil Procedure provides for a court-ordered default judgment. 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. *See Black v. Lane*, 22 F.3d 1395, 1399 (7th Cir. 1994); *United States v. Di Mucci*, 879 F.2d 1488, 1497 (7th Cir. 1989).

Plaintiff also seeks entry of a permanent injunction pursuant to 35 U.S.C. § 283, prohibiting Defaulting Defendants from making, using, offering for sale, selling, and/or importing into the United States for subsequent sale or use, products that infringe directly and/or indirectly the ornamental design claimed in the Smoker Patent. Defendants’ infringement of the Smoker Patent through the aforesaid acts irreparably harms Plaintiff through the loss of its lawful patent rights to exclude others from making, using, selling, offering for sale, and importing the patented invention, and will continue unless enjoined by this Court.

Plaintiff is entitled to recover damages adequate to compensate for the infringement, including Defendants’ profits pursuant to 35 U.S.C. § 289, an award of all costs pursuant to Fed. R. Civ. P. 54(d)(1), an award of attorney fees pursuant to 35 U.S.C.A. § 285, and other damages as appropriate pursuant to 35 U.S.C. § 284. In support of this Motion, Plaintiff submits the accompanying Memorandum and Declaration.

DATED this 18th day of December 2025.

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CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of December 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>.

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**MEMORANDUM IN SUPPORT OF PLAINTIFF'S
MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT**

Plaintiff Shenzhen Peishi Advertising Media Co. Ltd., ("Peishi" or "Plaintiff"), by and through its counsel, submits the following memorandum in support of its Motion for Entry of Default and Default Judgment pursuant to Federal Rule of Civil Procedure 55(a) and (b). Plaintiff respectfully moves the Court for an entry of Default and Default Judgment against seven (7) Defaulting Defendants identified in Schedule "A" to the Complaint as Defendant No. 2 IGERI, Defendant No. 4 shenzhenshishengyudashangmaoyouxiangongsi, Defendant No. 5 HMINLTD, Defendant No. 6 PockFog, Defendant No. 10 WOLIOS, Defendant No. 12 Newgam, and Defendant No. 15 YanzhiJie (collectively, the "Defaulting Defendants"), in Plaintiff's action for willful infringement of U.S. Patent No. 12,324,440 (the '440 Patent or "Smoker Patent"). Defaulting Defendants refers to those Defendants who have not appeared, have not been voluntarily dismissed from the case, for whom a notice of settlement has not been filed, and who have not filed an answer to the Complaint. See the Declaration of William R. Brees (the "Brees Decl.") ¶ 6 and **Exhibit 1** to the Brees Decl.

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I. STATEMENT OF FACTS

Peishi is the assignee of U.S. Patent No. 12,324,440 (“440 Patent,” also referred to as the “Smoker Patent”) and filed this patent infringement action pursuant to 35 U.S.C. § 1, et seq. against Defendants identified in Schedule A. Defaulting Defendants are individuals and business entities of unknown makeup who own and/or operate one or more of the e-commerce stores under at least the seller aliases identified in Schedule A (collectively, the “Seller Aliases”). [Dkt. Nos. 1, 1-1, 2-1]. Each Defaulting Defendant targets sales to Illinois residents by setting up and operating e-commerce stores that target U.S. consumers using one or more Seller Aliases, offer shipping to the U.S., including Illinois, accept payment in U.S. dollars and have sold products, including, automatic smoker products and/or electronic drink smokers, which infringe the Smoker Patent (the “Infringing Products”) to residents of Illinois. [Dkt. No. 1 ¶¶ 30-37]. Additional factual assertions regarding Defaulting Defendants in Paragraphs 18–29 of the Complaint are incorporated herein. *Id.* at ¶¶ 18 – 29.

Plaintiff filed the present suit on October 16, 2025 [Dkt. No. 1]. The case was assigned to the Honorable Jorge L. Alonso. The Court granted Plaintiff’s Motion for Temporary Restraining Order (“TRO”) on October 27, 2025 [Dkt. No. 18], Plaintiff’s Motion to Extend the TRO on November 10, 2025 [Dkt. No. 21], and Plaintiff’s Motion for Preliminary Injunction on December 2, 2025. [Dkt. No. 31]. Plaintiff voluntarily dismissed Defendants numbered 1, 3, 7, 8, 11 and 14. [Dkt. Nos. 28 and 32]. The Court issued a summons as to Defendants “The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified on Schedule A” on November 17, 2025, which Plaintiff returned executed on November 17, 2025. [Dkt. Nos. 24 and 25].

At this stage, Plaintiff is asking the Court for an entry of default and an order for default judgment against the Defaulting Defendants. An entry of default only requires a showing that the

Defendants have failed to plead or otherwise defend against the judgment and other affirmative relief sought. Fed. R. Civ. P. 55(a). Plaintiff served the Summons on Defaulting Defendants, via electronic service November 17, 2025. As of today, the Defaulting Defendants have failed to file an answer within twenty-one (21) days of the service and are in default. Indeed, approximately thirty-one (31) days have passed since Defendants were served with Plaintiff's Complaint and Summons. Paragraph 7 of the Preliminary Injunction Order permitted Plaintiff to complete service of process to Defendants by electronically publishing a link to the Complaint, the TRO, and other relevant documents on a website and by sending an e-mail with the same documents attached to the e-mail addresses identified in **Exhibit 1** to the Brees Declaration and any e-mail addresses provided for Defendants by third parties that includes a link to said website. [Dkt. No. 18] at ¶ 7. None of the Defaulting Defendants have filed an answer or otherwise pled in this action. *See* Brees Decl. at ¶ 2.

By choosing not to participate in this case, Defaulting Defendants have failed to produce any documents or information: (1) identifying each and every domain name, online marketplace account and/or financial accounts used by Defaulting Defendants, including the owner(s) and/or operator(s) of each Online Marketplace; (2) showing costs, cost allocations, revenues, and profits of Defaulting Defendants; or (3) relating to each and every purchase that Defaulting Defendants have made relating to the Smoker Patent and/or the Infringing Products, including records of the products purchased, the sale prices, images of the products, records of suppliers and manufacturers of the products, records of steps taken by Defaulting Defendants to determine whether such products were new or genuine, and records of investigation notes regarding purchase of the products, including the identity of the person(s) responsible for such investigation. Limited information provided by Amazon.com, Inc. ("Amazon") for Defaulting Defendants indicates that the amount currently restrained in Defaulting Defendants' known financial accounts with restrained amounts ranges from \$0.00 to \$1681.31. (Brees Decl. at ¶ 4.)

Additionally, the limited information provided by Amazon indicates that the known revenue generated by the Defaulting Defendants from the sale of the specific Infringing Product listings reported by Plaintiff is up to at least \$87,499.14. *Id.* at ¶ 5. Plaintiff does not have any infringing sales information for other potential Infringing Products sold by Defaulting Defendants.

Pursuant to Federal Rule of Civil Procedure 55(a) and (b)(2), Plaintiff now moves this Court for an Order entering default and default judgment finding that Defaulting Defendants are liable on Count 1 of Plaintiff's Complaint. Fed. R. Civ. P. 55(a) and (b)(2) Plaintiff also seeks entry of a permanent injunction prohibiting Defaulting Defendants from selling Infringing Products. Plaintiff further requests that the Court award damages in an amount equal to the revenue lost by Plaintiff due to the sale of infringing products by the Defaulting Defendants, which is at least \$136,986.32, or alternatively, a reasonable royalty to be determined by the Court pursuant to 35 U.S.C § 284, and allow assets in Defaulting Defendants' financial accounts, including those operated by Amazon, as well as any newly discovered assets, be transferred to Plaintiff.

II. 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 Patent Act, 35 U.S.C. § 11, *et seq.*, 28 U.S.C. § 1338(a)-(b) and 28 U.S.C. § 1331. 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. *See* [Dkt. No. 1] at ¶¶ 1-5; *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).

Through at least the fully interactive, e-commerce stores operating under the Seller Aliases, each of the Defaulting Defendants 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, accept payment in U.S. dollars, and, on information and belief, has sold Infringing Products to consumers in the United States, including the State of Illinois. [Dkt. No. 1] at ¶¶ 30-37. Personal jurisdiction exists over Defaulting Defendants since they directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive e-commerce stores under the Seller Aliases through which Illinois residents can purchase Infringing Products. *Id.* See *Monster Energy Co. v. Chen Wensheng, et al.*, 2015 U.S. Dist. LEXIS 132283, at *11 (N.D. Ill. Sept. 29, 2015).

B. PLANTIFF HAS MET THE REQUIREMENTS FOR ENTRY OF DEFAULT

Pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, “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). On October 16, 2025, Plaintiff filed its Complaint alleging federal patent infringement of the ‘440 Patent pursuant to 35 U.S.C. § 271 (Count I); and Unjust Enrichment under Illinois State Common Law (Count II) [Dkt. No. 1]. The Defendants were properly served with the Complaint on November 17, 2025. [Dkt. No. 25]. Despite having been served with process, none of the Defaulting Defendants have filed an answer or otherwise pled in this action. (Brees Decl. at ¶ 2). On information and belief, the Defaulting Defendants are not active-duty members of the U.S. armed forces. *Id.* at ¶ 3. Accordingly, Plaintiff asks for entry of default against the Defaulting Defendants.

C. PLAINTIFF HAS MET THE REQUIREMENTS FOR ENTRY OF DEFAULT JUDGMENT

Rule 55(b)(2) of the Federal Rules of Civil Procedure provides for a court-ordered default judgment. A default judgment establishes, as a matter of law, that defendants are liable to plaintiff on each cause of action alleged in the complaint. *United States v. Di Mucci*, 879 F.2d 1488, 1497 (7th Cir. 1989). 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).

As noted above, Plaintiff served Defaulting Defendants on November 17, 2025. [Dkt. No. 25]. The answer deadline of December 8, 2025, has passed, and no answer or other responsive pleading has been filed by any of the Defaulting Defendants. *See* Fed. R. Civ. P. 12(a)(1)(A). Accordingly, default judgment is appropriate, and pursuant to 35 U.S.C. § 289, Plaintiff requests an award of Defaulting Defendants' profits resulting from Defaulting Defendants' unauthorized use and infringement of the Smoker Patent on products sold through the e-commerce stores operating under the Seller Aliases. Plaintiff also seeks entry of a permanent injunction prohibiting Defaulting Defendants from making, using, offering for sale, selling, and importing Infringing Products. Plaintiff further seeks an order that, for Defaulting Defendants wherein the infringing product revenue is unknown, all assets in their financial accounts, including those operated by Amazon, as well as any newly discovered assets, but no less than \$250, be transferred to Plaintiff.

The United States Patent Act provides that “whoever without authority makes, uses, offers to sell, or sells any patented invention, within the United States or imports into the United States any patented invention during the term of the patent therefor, infringes the patent.” 35 U.S.C. §271(a). Plaintiff alleged in its Complaint that it is the lawful assignee of all right, title, and interest

in and to the '440 Patent. [Dkt. No. 1] at ¶ 36. Plaintiff has also alleged that Defaulting Defendants make, use, offer for sale, sell, and/or import into the United States for subsequent sale or use Infringing Products that infringe directly and/or indirectly the Smoker Patent. *Id.* at ¶ 39. Exhibit 3 to the Complaint shows that an ordinary observer would be deceived into thinking that the Infringing Products were the same as the Smoker Patent. [Dkt. No. 1-3, 2-3]. *See Competitive Edge, Inc. v. Staples, Inc.*, 763 F. Supp. 2d 997, 1011 (N.D. Ill. 2010) (citing *Egyptian Goddess, Inc. v. Swisa, Inc.*, 543 F.3d 665, 672 (Fed. Cir. 2008)). Finally, Plaintiff alleged that it has not licensed or authorized Defaulting Defendants to use the Smoker Patent, and none of the Defaulting Defendants are authorized retailers. [Dkt. No. 1] at ¶ 37. Since the Defaulting Defendants have failed to answer or otherwise plead in this matter, the Court must accept the allegations contained in Plaintiff's Complaint as true. *See* Fed. R. Civ. P. 8(b)(6); *Am. Taxi Dispatch, Inc., v. Am. Metro Taxi & Limo Co.*, 582 F. Supp. 2d 999, 1004 (N.D. Ill. 2008). Accordingly, Plaintiff requests entry of judgment with respect to Count I for patent infringement against the Defaulting Defendants.

D. PLANTIFF IS ENTITLED TO DAMAGES UNDER 35 U.S.C. § 284

Under 35 U.S.C. § 284, upon finding for the claimant, the court shall award damages adequate to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by the infringer, together with interest and costs as fixed by the court. 35 USC § 284. The overriding purpose of § 284 is to afford patent owners complete compensation for infringements *WesternGeco LLC v. ION Geophysical Corp.*, 585 U.S. 407, 138 S. Ct. 2129 (2018). The statute further provides that "[w]hen the damages are not found by a jury, the court shall assess them" and "may increase the damages up to three times the amount found or assessed." 35 U.S.C § 284.

In this case, the well-pleaded allegations in the Complaint, which are taken as true upon default, establish that Defaulting Defendants have infringed Plaintiff's '440 Patent by selling electronic drink smokers that incorporate the patented technology without authorization. The

limited financial information available shows that Defaulting Defendants have generated revenue of up to at least \$87,499.14 from the sale of the Infringing Products, demonstrating the commercial success of the infringing activity. Brees Decl. ¶ 5.

A plaintiff has the burden of proving damages to a reasonable degree of certainty. *Phoenix Bond & Indem. Co. v. Bridge*, 911 F. Supp. 2d 661, 675 (N.D. Ill. September 5, 2012) (citing *Haslund v. Simon Prop. Grp., Inc.*, 378 F.3d 653, 658 (7th Cir. 2004)). But as the Seventh Circuit stated in an earlier appeal in this case, when it comes to damages, "the plaintiff has a more relaxed burden of proof than on the issue of causation." *Id.* (citing *BCS Servs., Inc. v. Heartwood 88, LLC*, 637 F.3d 750, 759 (7th Cir. 2011)). When a defendant's wrong makes it difficult for the plaintiff to prove damages, all reasonable doubts about the amount of damages are resolved in the plaintiff's favor. *Id.*; see *Bigelow v. RKO Radio Pictures, Inc.*, 327 U.S. 251, 264-66 (1946). "Once the plaintiff proves injury, broad latitude is allowed in quantifying damages, especially when the defendant's own conduct impedes quantification." *Phoenix Bond*, 911 F. Supp. 2d at 675. "Speculation has its place in estimating damages, and doubts should be resolved against the wrongdoer." *Mid-America Tablewares v. Mogi Trading Co.*, 100 F.3d 1353, 1365 (7th Cir. 1996) (quoting *Olympia Equipment Leasing Co. v. Western Union Telegraph Co.*, 797 F.2d 370, 383 (7th Cir. 1986) "), certiorari denied, 480 U.S. 934.

1. Plaintiff's Calculation of a Reasonable Royalty

A reasonable royalty is the minimum award provided by the Patent Act and thus the starting point to calculate damages. See 35 U.S.C. § 284 ("Upon finding for the claimant the court shall award the claimant damages adequate to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by the infringer, together with interest and costs as fixed by the court."). To determine reasonable royalty damages, a "willing licensor-willing licensee" approach is used. This approach attempts to ascertain the royalty upon which the parties would have agreed had they successfully negotiated an agreement just before infringement began.

See Northlake Mktg. & Supply, Inc. v. Glaverbel, S.A., 72 F. Supp. 2d 893, 911 (N.D. Ill 1999); *Georgia-Pacific Corp. v. United States Plywood Corp.*, 318 F. Supp. 1116, 1120 (S.D.N.Y. 1970), modified, 446 F.2d 295 (2d Cir. 1971), cert. denied, 404 U.S. 870 (1971); *See also Hanson v. Alpine Valley Ski Area, Inc.*, 718 F.2d 1075 (Fed. Cir. 1983); *Radio Steel & Mfg. Co. v. MTD Prods., Inc.*, 788 F.2d 1554, 1557 (Fed. Cir. 1986) (“The determination of a reasonable royalty, however, is based not on the infringer’s profit, but on the royalty to which a willing licensor and a willing licensee would have agreed at the time the infringement began”).

Plaintiff has calculated that royalty to include a baseline \$10,000 plus 10% of sales as supported by the Declaration of Plaintiff’s Store Operations Manager, Xiaoling Chen (the “Chen Decl.”) ¶ 12. Plaintiff values its lawful patent rights by excluding others from making, using, selling, offering for sale, and importing to the U.S. any products that embody the ‘440 Patent. Accordingly, Plaintiff would not voluntarily grant a license to any Defaulting Defendants. *See* Chen Decl. ¶ 9. However, even without a license, the Defaulting Defendants sold products that infringe the ‘440 Patent for a price lower than that of Plaintiff’s genuine products, thus, undercutting Plaintiff’s business and eroding its prices. *Id.* at 10. Due to the inescapable price erosion and lost sales that would arise from licensing the ‘440 Patent, if forced to accept a licensing agreement under the “willing licensor-willing licensee” standard, Plaintiff would demand a licensing fee of no less than \$10,000.00 USD plus 10% of each of Defaulting Defendant’s sales of the Infringing Products in exchange for a non-exclusive license, with the licensee being responsible for all transaction costs associated with negotiation of the licensing, such as drafting costs, due diligence, and attorneys’ fees. *Id.* at ¶ 12.

Regarding the 10% of sales, the figures are calculated based on discovery from Amazon under the temporary restraining order. As required by that order, Amazon produced information regarding sales of the infringing products by the Defendants identified in Schedule A. An accounting of the production from Amazon is included in the Brees Decl. (filtered to show only the

sales information for the Defaulting Defendants). The information received from Amazon is also shown in the Brees Decl. ¶ 6 in the columns labeled as “Number of Infringing Products Sold”, and “Infringing Product Revenue” with the same “Infringing Product Revenue” being shown in ¶ 7.

The Total Royalty is calculated by adding the requested \$10,000.00 royalty fee with the 10% of Infringing Product Revenue. The sales information provided by Amazon, only includes the infringing products included in the Infringement Evidence included in Exhibit 3 to the Complaint. [Dkt. Nos. 1-3 and 2-3]. Consequently, the requested royalty is calculated based only on infringing sales and does not include sales of other products.

Plaintiff elects to seek damages of reasonable royalty against the Defendant Numbers 4, 5, 6, and 12 (collectively the “Royalty Defendants”) Brees Decl. ¶ 9.

2. Plaintiff is Entitled to Transactional Costs

Again, a reasonable royalty is the statutory floor for an award upon a finding of patent infringement. See 35 U.S.C. § 284. Plaintiff is entitled to a full award “adequate to compensate for the infringement.” *Id.* Such compensatory damages seek to determine “the difference between the [Plaintiff’s] pecuniary condition after infringement, and what his condition would have been if the infringement had not occurred.” *Aro Mfg. Co. v. Convertible Top Replacement Co.*, 377 U.S. 476, 507 (1964). The Federal Circuit has interpreted § 284 to be expansive rather than limiting. For example, in *Minco*, the Federal Circuit noted that “damages under section 284 does not limit the patent holder to the amount of diverted sales of a commercial embodiment of the patented product.” *Minco, Inc. v. Combustion Eng’g, Inc.*, 95 F.3d 1109, 1118 (Fed. Cir. 1996). Likewise, in *Rite-Hite*, the Court recognized that the statute sets only a lower limit, with no other restrictions on how to calculate damages. *Rite-Hite Corp. v. Kelley Co.*, 56 F.3d 1538, 1544 (Fed. Cir. 1995) (“the language of the statute is expansive rather than limiting. It affirmatively states that damages must be adequate, while providing only a lower limit and no other limitation.”). Finally, the Federal Circuit has “previously recognized that patentees may be entitled to damages above a reasonable

royalty on theories entirely distinct from lost profits.” *Mars, Inc. v. Coin Acceptors, Inc.*, 527 F.3d 1359, 1366 (Fed. Cir. 2008) (citing *Minco*, 95 F.3d at 1120).

Consequently, Plaintiff is not limited to the mere minimum of a reasonable royalty (as calculated above) and is not limited to a theory of lost profits when seeking an award above that statutory minimum. Here, Plaintiff has specifically requested an award of transactional costs. These damages stem from the hypothetical negotiation of a willing licensor and a willing licensee had the parties negotiated a license before the Defaulting Defendants’ infringement; in other words, they relate to “the difference between the [Plaintiff’s] pecuniary condition after infringement, and what his condition would have been if the infringement had not occurred.” *Aro* 377 U.S. at 507.

Core Dist., Inc. v. Doe, 16-cv-04059, 2018 U.S. Dist. LEXIS 200383 (D. Minn. Nov. 27, 2018) has significant persuasive value because, while out of District, it too involved a “Schedule A” style case against a series of infringers and a request for default judgement against the infringers who failed to appear. *Id.* at *2. *Core* is also an example of a default judgment order in a “Schedule A” style case that a) involved a claim for patent infringement and b) is reported by a digital reporting service (Lexis.com) and thus searchable. The vast majority of such decisions are not reported and are thus difficult to identify without specific knowledge of the case. In *Core*, the Court explained that transaction costs were justified because they would have been required by the patentee in relation to costs incurred in due diligence, negotiation, and drafting of any license agreement. *Id.* at *20-21. The *Core* Court is not alone in this assessment. Attached as **Exhibit 2** to the Brees Decl. is a collection of unreported cases, within this District, that have similarly awarded transaction costs to patentees in default judgments. See Exhibit 2 to the Brees Decl. at *Cao Group v. The Individuals et al.*, N.D. Ill. Case No. 24-cv-1211, Dkt. No. 92 at p. 6 (awarding \$50,000 against 25 defendants or \$2,000 each); *Shenzhen Jisu Tech. Co. Ltd. v. The Individuals et al.*, N.D. Ill. Case No. 24-C-5905, Dkt. No. 53 at p. 5 (awarding \$5,000 in transaction costs against a single

defaulting defendant); *Weisner Healthcare Innovation LLC v. The Individuals et al.*, N.D. Ill. Case No. 24-cv-3777, Dkt. 53 at p. 5 (awarding \$50,000 in transaction costs against 21 defaulting defendants or \$2,380.95 each); and *Zhang et al. v. The Individuals et al.*, N.D. Ill. Case No. 23-cv-6434, Dkt. 106, at p. 4-5 (awarding \$50,000 in transaction costs against 29 defaulting defendants or \$1,724.14 each).

Plaintiff elects to seek an award of \$50,000 in transaction costs against the four (4) Royalty Defendants, resulting in an award of \$12,500.00 each. *See* Brees Decl. ¶ 10.

3. Plaintiff's Calculation of a Lost Profits

To recover lost profits, the patent owner bears the burden of proving that, but for the infringement, the plaintiff would have made the sales for which lost profits are sought. *American Seating Co. v. USSC Group, Inc.*, 514 F.3d 1262, 1269 (Fed. Cir. 2008); *State Industries, Inc. v. Mor-Flo Indus., Inc.*, 883 F.2d 1573, 1577 (Fed. Cir. 1989), cert. denied, 493 U.S. 1022 (1990). In *State Industries*, the Federal Circuit expressly affirmed the use of the four factors set forth in *Panduit Corp. v. Stahl Bros.*, as a nonexclusive standard for determining lost profits. *See, Id.* The four factors articulated in *Panduit Corp. v. Stahl Bros.* are: (1) demand for the patented product, (2) absence of acceptable non-infringing substitutes, (3) manufacturing and marketing capability to exploit the demand, and (4) the amount of the profit that would have been made. *Panduit Corp. v. Stahl Bros. Fibre Works, Inc.*, 575 F.2d 1152, 1156 (6th Cir. 1978).

Applying these principles here, Plaintiff has satisfied each element of the Panduit test. Specifically, Plaintiff would have made a sale for each product sold by Defaulting Defendants because Plaintiff has not provided any licenses to any other party and was therefore the only party who could sell the electronic drink smoker on the market. *See*, Chen Decl. at ¶¶ 6 and 7. There is significant demand for the electronic drink smoker products covered by the '440 Patent. *Id.* at ¶ 6 and ¶ 13. Plaintiff has the capability to meet the demand captured by the Defaulting Defendants. *Id.* at ¶ 6. While there are similar products available on the market, none of them offer the same

features and functionality as Plaintiff's automatic electronic cocktail smoker Products. *Id.* Therefore, there is an absence of acceptable non-infringing substitutes that consumers can rely on. Lastly, Plaintiff would have made an average profit of \$49.99 per unit sold by the Defaulting Defendants. Chen Decl. at ¶ 11. Accordingly, but for the Defaulting Defendants infringement, Plaintiff would have made the sales for which lost profits are sought.

According to the sales information received by the Plaintiff from Amazon, the Defaulting Defendants collectively sold 1,822 units of Infringing Products, ranging from 37 units to 747 units. *See Brees Decl.* ¶ 6. Plaintiff's lost profits per Defaulting Defendant is included in the right column of the table shown in Paragraph 6 of the Brees Decl. with the title (Lost Profit Award") and is calculated by multiplying the number of units sold with the average profit the Plaintiff would have made from that sale. However, the limited Infringing Product revenue information available only includes revenue figures for a single product having a unique product identification number. *See Brees Decl.*

Because Defaulting Defendants failed to participate in this proceeding, Plaintiff is unable to determine the actual sales figures and revenues generated. *Brees Decl.* ¶ 12. Also, due to the Defaulting Defendants' non-participation, Plaintiff has limited access to information regarding Defaulting Defendants' profits from the sale of the Infringing Products. *Id.* at ¶ 13. As a result, Defaulting Defendants have failed to produce information which may have demonstrated expenses and costs that would have deducted from a profits calculation. *WMS Gaming, Inc. v. WPC Prods. Ltd.*, 542 F.3d 601, 608 (7th Cir. 2008).

Plaintiff elects to seek damages of lost profits against the Defendant Numbers 2, 10, and 15 (collectively the "Lost Profits Defendants").

4. Plaintiff's Election and Calculation of Damages

Based on the foregoing, the Court should award a reasonable royalty and associated transaction costs against the Royalty Defendants and lost profits against the Lost Profits

Defendants. Plaintiff respectfully requests this Court to grant Plaintiff the damages award each Defaulting Defendant as shown in the in Table 1 below, which lists the Total Damages Sought for each Defaulting Defendant:

No.	Store Alias	Total Damages Sought	No.	Store Alias	Total Damages Sought
2	IGERI	\$37,346.27	10	WOLIOS	\$50,994.90
4	Shenzhenshishengy udashangmaoyouxiangongsi	\$22,639.34	12	Newgam	\$23,340.36
5	HMINLTD	\$22,734.10	15	YanzhiJie	\$27,847.22
6	PockFog	\$22,793.28			

E. PLAINTIFF IS ENTITLED TO PERMANENT INJUNCTIVE RELIEF.

In addition to the foregoing relief, Plaintiff respectfully requests entry of a permanent injunction enjoining Defaulting Defendants from infringing or otherwise violating Plaintiff's rights in the Smoker Patent, including at least all injunctive relief previously awarded by this Court to Plaintiff in the TRO and Preliminary Injunction. Plaintiff incorporates by reference its arguments in its Memorandum in Support of its Motion for Temporary Restraining Order, and Memorandum in Support of its Motion for Preliminary Injunction. [Dkt. Nos. 15, 26-1]. Plaintiff is also entitled to injunctive relief so it can quickly take action against any new e-commerce stores that are identified, found to be linked to Defaulting Defendants, and selling Infringing Products. See, e.g., *Tuf-Tite, Inc. v. Fed. Package Networks, Inc.*, 2014 U.S. Dist. LEXIS 163352, at *29 (N.D. Ill. 2014); *Scholle Corp. v. Rapak LLC*, 35 F. Supp. 3d 1005, 1009 (N.D. Ill. 2014); *Nike, Inc. v. Fujian Bestwinn Industry Co., Ltd.*, 166 F. Supp. 3d 1177, 1178-79 (D. Nev. 2016).

F. PLAINTIFF IS ENTITLED TO AN AWARD OF COSTS AND ATTORNEY FEES

Plaintiff seeks an award of all costs pursuant to Fed. R. Civ. P. 54(d)(1) including but not limited to fees of the clerk, fees for printed or electronically recorded transcripts necessarily

obtained for use in the case; fees and disbursements for printing and witnesses; fees for exemplification and the costs of making copies of any materials where the copies are necessarily obtained for use in the case; and docket fees. *Se-Kure Controls, Inc. v. Vanguard Products Group, Inc.* (N.D. Ill. 2012) 873 F.Supp.2d 939, 943. Plaintiff also seeks an award of attorney's fees pursuant to the Patent Act's fee-shifting provision in exceptional cases. 35 U.S.C.A. § 285 (West) Exceptional cases are those that stand out from others due to "substantive strength of a party's litigating position (considering both the governing law and the facts of the case) or the unreasonable manner in which the case was litigated. *Octane Fitness, LLC v. ICON Health & Fitness, Inc.*, (2014) 572 U.S. 545, 554 [134 S.Ct. 1749, 1756, 188 L.Ed.2d 816]. An exceptional case finding may be "properly be based on either willful infringement or bad faith conduct. *Northlake Marketing & Supply, Inc. v. Glaverbel, S.A.* (N.D. Ill. 1999) 72 F.Supp.2d 893, 909. Willful patent infringement requires Plaintiff to prove by clear and convincing evidence that the "alleged infringer acted in disregard of the Patent and had no reasonable basis for believing it had a right to do so." *Trading Technologies Intern., Inc. v. eSpeed, Inc.* (N.D. Ill. 2006) 431 F.Supp.2d 834.

Here, the Defaulting Defendants willfully infringed the Smoker Patent as evidenced by their actions upon filing this suit. Defaulting Defendants did not participate in this case and did not respond to emails from us or notifications from third-party e-commerce platforms. The Defaulting Defendants had no reasonable basis for believing they had a right to infringe the Smoker Patent. Rather than answering the lawsuit, the Defaulting Defendants willfully chose not to fight the infringement claims and abandon their storefronts instead. Defaulting Defendants therefore willfully infringed the Smoker Patent and acted in bad faith by absconding with their ill-gotten gains. Further, Plaintiff stands in a substantively strong position with its infringement claims, whereas Defaulting Defendants have not participated. Plaintiff therefore respectfully requests that

the Court award costs to Plaintiff, find that this case is exemplary, and, in its discretion, award attorney fees to Plaintiff.

III. CONCLUSION

Plaintiff respectfully requests that the Court enter default judgment against each Defaulting Defendant, including damages under 35 U.S.C. § 284 against each Defaulting Defendant, which should be enhanced by the Court three times the amount assessed, and a permanent injunction order prohibiting Defaulting Defendants from selling Infringing Products. Plaintiff further seeks an order that, for Defaulting Defendants wherein infringing product revenue is unknown, all assets in Defaulting Defendants' financial accounts, including those operated by Amazon, as well as any newly discovered assets, be transferred to Plaintiff. Plaintiff further seeks an award of costs and attorney fees. Lastly, Plaintiff requests a court order awarding costs and attorney fees to Plaintiff and requiring Plaintiff to provide necessary documentation within 30 days.

DATED this 18th day of December 2025

Bayramoglu Law Offices, LLC

/s/ William R. Brees

William R. Brees (FL Bar No. 98886)

233. S Wacker Drive, 44th Floor, #57

Chicago, IL 60606

T: (702) 462-5973 | F: (702) 553-3404

william@bayramoglu-legal.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of December 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>.

By: /s/ William R. Brees
William R. Brees (FL Bar No. 98886)

Defendant	Contact
IGERI A14SXFUCNK02QS	zailor1249@gmail.com
Shenzhenshishengyudashangmaoyouxiangongsi A283P0K9EI7FM1	dingchao19890629@163.com
HMINLTD A3UBOBVL2ZEXRK	hanminltd@outlook.com
PockFog A2Z9FWNDX5KCTG	pockfog@163.com
Guningaj A1616ZAKA00HO6	bliblo@163.com
WOLIOS A2372X3PRDWUQ2	akgz@wnetone.com
Newgam A3M1XOF92D1LF	newki2017@163.com
bliblo👑 Maternal and infant US A3TE0MN246GRID	maggymajik@163.com
YanzhiJie A5BKPCGV6URMX	yanzhijieus@outlook.com

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

Shenzhen Peishi Advertising Media Co., Ltd.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED IN
SCHEDULE "A" HERETO,

Defendants.

Case No. 1:25-cv-12683-JLA-AB

Honorable Jorge L. Alonso

Magistrate Albert Berry, III

**DECLARATION OF WILLIAM R. BREES IN SUPPORT OF
MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT**

I, William R. Brees, of the City of St. Petersburg, in the State of Florida, declare as follows:

1. I am an attorney at law, duly admitted to practice before the United States District Court for the Northern District of Illinois. I am an attorney for Plaintiff Shenzhen Peishi Advertising Media Co. Ltd. ("Peishi" or "Plaintiff"). Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify as follows:

2. I hereby certify that the Defaulting Defendants (as defined in the accompanying Memorandum) have failed to answer or otherwise plead in this action within the allotted time provided by the Court;

3. Our office investigated the infringing activities of the Defaulting Defendants, including attempting to identify the registrant of each associated e-commerce stores operating under the Seller Aliases and its contact information. Our investigation confirmed that the

Defaulting Defendants are domiciled in China. As such, I am informed and believe that the Defaulting Defendants are not active-duty members of the U.S. armed forces.

4. The information provided by Amazon for Defaulting Defendants indicates that the amount currently restrained in Defaulting Defendants' known financial accounts ranges from \$0.00 - \$1681.31.

5. Additionally, limited information provided by Amazon indicates that the known revenue generated by the Defaulting Defendants from the sale of Infringing Products is up to at least \$87,499.14 (see below chart in paragraph). The Infringing Product revenue however only relates to a single product with a unique product identification number, Amazon Standard Identification Number ("ASIN").

6. A breakdown by Defaulting Defendant of the amount currently restrained Defendant's known infringing sales and Plaintiff's requested profit award is in the table below.

No.	Store Alias	Account Balance	Number of Infringing Products Sold	Infringing Product Revenue	Lost Profit Award
2	IGERI	\$1393.09	747	\$19,633.02	\$37,346.27
4	shenzhenshisheng yudashangmaoyo uxiangongsi	\$-1373.13	37	\$1,393.44	\$1,849.82
5	HMINLTD	\$-185.26	64	\$2,341.02	\$3,199.68
6	PockFog	\$37.75	70	\$2,932.76	\$3,499.65
10	WOLIOS	\$-1441.46	102	\$34,653.90	\$50,994.90
12	Newgam	\$1681.31	245	\$8,403.57	\$12,248.775
15	YanzhiJie	\$1575.62	557	\$18,141.43	\$27,847.22
			TOTAL: 1,822	TOTAL: \$87,499.14	TOTAL: \$136,986.32

7. A breakdown by Defaulting Defendant of the amount of known infringing sales and Plaintiff's requested reasonable royalty award is in the table below. The Total Royalty is

calculated by adding the requested \$10,000.00 royalty fee with the 10% of Infringing Product Revenue.

No.	Store Alias	Infringing Product Revenue	10% of Infringing Product Revenue	Total Royalty
2	IGERI	\$19,633.02	\$1,963.30	\$11,963.30
4	shenzhenshishengyudashangmaoyouxiangongsi	\$1,393.44	\$139.34	\$10,139.34
5	HMINLTD	\$2,341.02	\$234.10	\$10,234.10
6	PockFog	\$2,932.76	\$293.28	\$10,293.28
10	WOLIOS	\$34,653.90	\$3,465.39	\$13,465.39
12	Newgam	\$8,403.57	\$840.36	\$10,840.36
15	YanzhiJie	\$18,141.43	\$1,814.14	\$11,814.14
		TOTAL: \$87,499.14	TOTAL: \$8,749.91	TOTAL: \$78,749.91

8. Plaintiff elects to seek damages of lost profits from Defendant Numbers 2, 10, and 15.

9. Plaintiff has decided to seek damages of a reasonable royalty from Defendants Numbers 4, 5, 6, and 12 (collectively the “Royalty Defendants”).

10. Plaintiff seeks an award of transactional costs in the amount of \$50,000.00 against the Royalty Defendants, to be divided among the Royalty Defendants, to compensate Plaintiff for the hypothetical license negotiation that would have been required had the Royalty Defendants negotiated for and entered into licenses as willing licensees. Because there are four (4) Royalty Defendants, the amount to be assessed to each of the Royalty Defendants is calculated by dividing \$50,000.00 by 4, which equates to transactional costs of \$12,500.00, per Royalty Defendant.

11. A breakdown by Defaulting Defendant of total amount of damages sought is shown in the table below.

No.	Store Alias	Total Damages Sought	No.	Store Alias	Total Damages Sought
2	IGERI	\$37,346.27	10	WOLIOS	\$50,994.90
4	Shenzhenshishengy udashangmaoyouxiangongsi	\$22,639.34	12	Newgam	\$23,340.36
5	HMINLTD	\$22,734.10	15	YanzhiJie	\$27,847.22
6	PockFog	\$22,793.28			

12. Because Defaulting Defendants failed to participate in this proceeding, Plaintiff is unable to determine the actual sales figures and revenues generated.

13. Also, due to the Defaulting Defendants' non-participation, Plaintiff has limited access to information regarding Defaulting Defendants' profits from the sale of the Infringing Products.

14. **Exhibit 1** is a chart showing the email addresses used to serve Defaulting Defendants.

15. **Exhibit 2** are the collection of unreported cases, within this District, that have similarly awarded transaction costs to patentees in default judgments.

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

Executed on this the 18th day of December, 2025 at St. Petersburg, Florida.

/s/ William R. Brees
William R. Brees

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of December 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>.

By: /s/ William R. Brees
William R. Brees (FL Bar No. 98886)

EXHIBIT 1

Shenzhen Peishi Advertising Media Co., Ltd. v. The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A

1:25-cv-12683 Defaulting Defendants

No.	Defendant	Contact
2	IGERI A14SXFUCNK02QS	zailor1249@gmail.com
4	Shenzhenshishengyudashangmaoyouxiangongsi A283P0K9EI7FM1	dingchao19890629@163.com
5	HMINLTD A3UBOBVL2ZEXRK	hanminltd@outlook.com
6	PockFog A2Z9FWNDX5KCTG	pockfog@163.com
10	WOLIOS A2372X3PRDWUQ2	akgz@wnetone.com
12	Newgam A3M1XOF92D1LF	newki2017@163.com
15	YanzhiJie A5BKPCGV6URMX	yanzhijieus@outlook.com

EXHIBIT 2

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

CAO GROUP, INC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, and
UNINCORPORATED ASSOCIATES
IDENTIFIED ON SCHEDULE "A,"

Defendants.

Case No.: 1:24-cv-01211

Judge Thomas M. Durkin

Magistrate Judge Jeannice W. Appenteng

JURY TRIAL DEMAND

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff CAO Group, Inc. ("Plaintiff") against the defendants identified on Schedule A, and using the 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 defendants identified on Schedule A, with the exception of Defendant Nos. 4) DEEPSOUND, 5) BYS Technology, 6) haiyi_mall, 7) wendydy, 8) GD-Whitening, 10) Carbonline, 21) IMOSTY Whitening US, 23) Moose Store, 25) Newage-Store, 26) BLUE ELF, 27) Acupress, 32) tstarlight, 36) homefromgoods, 43) fairywill_global, 44) beapoint, and 66) Fairywill,¹ 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 e-mail, along

¹ The identified and excepted Defendants requested an extension of time to respond to Plaintiff's Verified Amended Complaint [19], with the exception of Defendant No. 8) GD-Whitening who filed a Motion to Dismiss and for which a briefing schedule has been entered.

with any notice that Defaulting Defendants received from online marketplaces 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 that infringe upon Plaintiff's federally registered patents, as claim in in U.S. Patent Nos. 10,603,259 B2 ("the '259 Patent"); 10,646,419 B2 ("the '419 Patent"); and 11,219,582 B2 ("the '582 Patent") (collectively, "Plaintiff's Patents") to residents of Illinois. 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 that infringe Plaintiff's Patents. *See* Schedule A and Exhibit 3 to the Verified Amended Complaint, Docket Nos. [19-1] and [19-6], which includes links and product ID numbers for the subject storefronts and infringing products and screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its infringing products to customers in Illinois; *see also* Exhibit 7 to the Verified Amended

Complaint, Docket Nos. [20]-[21], which are claim charts outlining infringement by each Defendant.

This Court further finds that Defaulting Defendants are liable for willful patent infringement on each of the three patent infringement claims (Counts I, II, and III) in Plaintiff's Verified Amended Complaint.

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. Making, using offering for sale, selling, and/or importing into the United States for subsequent sale any products that infringe upon Plaintiff's Patents or use of any product that infringes upon Plaintiff's Patents in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with Plaintiff's Patents;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff 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 use of the inventions claimed in Plaintiff's Patents;

- 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 its rights in Plaintiff's Patents; 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 infringe upon the inventions claimed in Plaintiff's Patents.
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' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon.com, Inc. ("Amazon"), eBay, Inc. ("eBay"), and Walmart, Inc. ("Walmart"), (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 goods that infringe upon Plaintiff's Patents; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product infringing Plaintiff's Patents or any reproductions, copies or colorable imitations thereof that is not a genuine Plaintiff product or not authorized by Plaintiff to utilize the inventions claimed in Plaintiff's Patents.

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 inventions claimed in Plaintiff's Patents.
4. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded damages equal to either a reasonable royalty or lost profits as follows:
 - a. Plaintiff is awarded \$50,000.00 as a reasonable royalty against any Defaulting Defendant who caused Plaintiff to lose \$100,000.00 or less in lost profits;
 - b. Plaintiff is awarded \$500,000.00 as a reasonable royalty against any Defaulting Defendant who caused Plaintiff to lose equal to or between \$100,000.00 and \$500,000.00 in lost profits; and
 - c. Based upon the *Panduit* factors, Plaintiff is awarded lost profits for any Defaulting Defendant who caused Plaintiff to lose more than \$500,000.00 in lost profits.

The amount awarded to Plaintiff from each of the Defaulting Defendants is listed below:

Award of \$50,000.00	
Def. #	Seller Alias
1	OETU Health
2	Hest Store
3	iLumes
14	Na Li Wang
17	OETU Shop
19	Maxlinking
28	Whitening Teeth US
29	allwys
30	hungeg
31	eyalgavr_16
33	koradado_0
34	ori.or0
37	cleanhealthc
39	originalsite
40	perficentworksLtd
42	davidson-75
50	Joybuy Marketplace 1
51	Joybuy Marketplace 2
52	Joybuy Marketplace 3
55	SQLEA Shop
57	3C Boutiques
59	Hahasong
62	Trayknick

Award of \$500,000.00	
Def. #	Seller Alias
13	Professional Seller Store
47	amormed1

Damages for Lost Profits		
Def. #	Seller Alias	Award
9	GD-TECH	\$23,590,677.44
11	Waving Palms US	\$2,397,166.60
15	Fashion Style US	\$637,689.30
16	Worldwise Enshi Trading	\$1,971,778.30
22	WP for Teeth	\$3,280,776.12

5. Pursuant to 35 U.S.C. § 284, Defaulting Defendants are subject to treble damages and Plaintiff is awarded three times the amount awarded in both paragraphs 4.
6. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded expected transaction costs associated with the hypothetical negotiations and drafting of royalty and licensing agreements between it and the twenty-five (25) Defaulting Defendants against whom Plaintiff seeks a reasonable royalty. Plaintiff is awarded \$50,000.00 in expected transaction costs, or \$2,000.00 per Defaulting Defendant for which the judgment awarded to Plaintiff is a reasonable royalty.

7. Additionally, this case is held exceptional, and Plaintiff is awarded its reasonable attorney’s fees pursuant to 35 U.S.C. § 285. This Court finds that an award of \$50,265.42 in attorneys’ fees is reasonable, \$1,675.51 per Defaulting Defendant, and therefore awards Plaintiff \$50,265.42 in attorneys’ fees, \$1,675.51 from each of the Defaulting Defendants.
8. As a result of the damages awarded to Plaintiff in paragraphs 4 through 7 of this Order, the total awarded to the Plaintiff from each of the Defaulting Defendants is as follows:

Award of \$153,675.51² per Defendant	
Def. #	Seller Alias
1	OETU Health
2	Hest Store
3	iLumes
14	Na Li Wang
17	OETU Shop
19	Maxlinking
28	Whitening Teeth US
29	allwys
30	hungeg
31	eyalgavr 16
33	koradado 0
34	ori.or0
37	cleanhealthc
39	originalsite
40	perficentworksLtd
42	davidson-75
50	Joybuy Marketplace 1
51	Joybuy Marketplace 2
52	Joybuy Marketplace 3
55	SQLEA Shop
57	3C Boutiques
59	Hahasong
62	Trayknick

Award of \$1,503,675.51³ per Defendant	
Def. #	Seller Alias
13	Professional Seller Store
47	amormed1

Damages for Lost Profits⁴		
Def. #	Seller Alias	Award
9	GD-TECH	\$70,773,707.83
11	Waving Palms US	\$7,193,175.31
15	Fashion Style US	\$1,914,743.41
16	Worldwise Enshi Trading	\$5,917,010.41
22	WP for Teeth	\$9,844,003.87

² Based upon \$50,000.00 reasonable royalty award, trebled to three times the awarded amount, in addition to the expected transaction cost of \$2,000.00 and attorneys’ fees of \$1,675.51.

³ Based upon \$500,000.00 reasonable royalty award, trebled by three times the awarded amount, in addition to the expected transaction cost of \$2,000.00 and attorneys’ fees of \$1,675.51.

⁴ Based upon award of lost profits trebled by three times the awarded amount and added with attorneys’ fees of \$1,675.51.

9. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon Pay, eBay, PayPal, Inc. (“PayPal”), Payoneer Global, Inc. (“Payoneer”), and Walmart, 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 total damages and attorneys’ fees awarded in Paragraph 4 through 8 above) or other of Defaulting Defendants’ assets.
10. All monies (up to the total damages and attorneys’ fees awarded in Paragraph 4 through 8 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as Amazon Pay, eBay, PayPal, Payoneer, and Walmart, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including Amazon Pay, eBay, PayPal, Payoneer, and Walmart, are ordered to release to Plaintiff the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.
11. 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.
12. 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 3 to Verified Amended Complaint and any e-mail addresses provided for Defaulting Defendants by third parties.

13. To obtain release of the bond previously posted in this action, Plaintiff's counsel must file a motion for the return of the bond once the preliminary injunction no longer applies to any Defendant.

This is a Default Judgment.

Dated: June 12, 2024



Thomas M. Durkin
United States District Judge

CAO Group Inc. v. The Individuals et al NDIL 1:24-cv-01211

Schedule A

Def. #	Merchant Alias	Merchant ID	Product Link
1	OETU Health	A3SX8HHJNIP5W	https://www.amazon.com/teeth-whitening-strip-whitener-sensitive/dp/b0c6snbyn8
2	Hest Store	A2GK6UQVB6PMXJ	https://www.amazon.com/whitening-professional-effects-sensitive-effective/dp/b0c5tt3gr5
3	iLumes	A25KLU21XFHXMG	https://www.amazon.com/whitening-professional-treatments-effective-sensitivity/dp/b0c2lcy4qc
4	EXCEPTED	EXCEPTED	EXCEPTED
5	EXCEPTED	EXCEPTED	EXCEPTED
6	EXCEPTED	EXCEPTED	EXCEPTED
7	EXCEPTED	EXCEPTED	EXCEPTED
8	EXCEPTED	EXCEPTED	EXCEPTED
9	GD-TECH	A14XNBNVEVKNB6	https://www.amazon.com/dp/b09961bn4z https://www.amazon.com/dp/b0b5xd7k41
10	EXCEPTED	EXCEPTED	EXCEPTED
11	Waving Palms US	A19AXZUEL9NEZG	https://www.amazon.com/dp/b0bb22nf67
12	REMOVED	REMOVED	REMOVED
13	Professional Seller Store	A3GK96Q44Q9I8U	https://www.amazon.com/dp/b09x17h3wn https://www.amazon.com/pdoo-teeth-whitening-strip-non-sensitive/dp/b0blmrs629
14	Na Li Wang	A1KGBKFX15NMC9	https://www.amazon.com/teeth-whitening-strips-strip-count/dp/b0cjfmr575
15	Fashion Style US	A1HKS8RWHE3UFI	https://www.amazon.com/dp/b09x17h3wn
16	Worldwise Enshi Trading	A36Z1YNG01JQZR	https://www.amazon.com/whitening-whitening-sensitivity-treatments-professional/dp/b0c9ynbhmb
17	OETU Shop	A3OL3BIIFAPHDJ	https://www.amazon.com/teeth-whitening-strip-whitener-sensitive/dp/b0c6snbyn8
18	REMOVED	REMOVED	REMOVED
19	Maxlinking	ARJDAZ7IB84U0	https://www.amazon.com/advanced-whitening-sensitive-professional-treatment/dp/b08nsymdr4
20	REMOVED	REMOVED	REMOVED
21	EXCEPTED	EXCEPTED	EXCEPTED

Def. #	Merchant Alias	Merchant ID	Product Link
22	WP for Teeth	A2Y8ERKENXMQFH	https://www.amazon.com/dp/b0bb22nf67 https://www.amazon.com/whitening-whitening-sensitivity-treatments-professional/dp/b0c9ynbhmb
23	EXCEPTED	EXCEPTED	EXCEPTED
24	REMOVED	REMOVED	REMOVED
25	EXCEPTED	EXCEPTED	EXCEPTED
26	EXCEPTED	EXCEPTED	EXCEPTED
27	EXCEPTED	EXCEPTED	EXCEPTED
28	Whitening Teeth US	A35OLTUZRMFSY	https://www.amazon.com/pdoo-teeth-whitening-strip-non-sensitive/dp/b0blmrs629
29	allwys	allwys	https://www.ebay.com/itm/386297165463
30	hungeg	hungeg	https://www.ebay.com/itm/335115077189
31	eyalgavr_16	eyalgavr_16	https://www.ebay.com/itm/355180090567
32	EXCEPTED	EXCEPTED	EXCEPTED
33	koradado_0	koradado_0	https://www.ebay.com/itm/355187731568
34	ori.or0	ori.or0	https://www.ebay.com/itm/325869707636
35	REMOVED	REMOVED	REMOVED
36	EXCEPTED	EXCEPTED	EXCEPTED
37	cleanhealthc	cleanhealthc	https://www.ebay.com/itm/394749327871
38	REMOVED	REMOVED	REMOVED
39	originalsite	originalsite	https://www.ebay.com/itm/394981995220
40	perficientworksltd	perficientworksltd	https://www.ebay.com/itm/394902054330
41	REMOVED	REMOVED	REMOVED
42	davidson-75	davidson-75	https://www.ebay.com/itm/364571389001
43	EXCEPTED	EXCEPTED	EXCEPTED
44	EXCEPTED	EXCEPTED	EXCEPTED
45	DISMISSED	DISMISSED	DISMISSED
46	DISMISSED	DISMISSED	DISMISSED
47	amormed1	amormed1	https://www.ebay.com/itm/384041387729
48	DISMISSED	DISMISSED	DISMISSED
49	DISMISSED	DISMISSED	DISMISSED
50	Joybuy Marketplace 1	18988	https://www.walmart.com/ip/toyfunnuy-stain-removal-advanced-teeth-whitening-strips-double-elastic-gel-oral-health/510299237
51	Joybuy Marketplace 2		https://www.walmart.com/ip/stain-removal-advanced-teeth-whitening-strips-double-elastic-gel-oral-health/2705066244

Def. #	Merchant Alias	Merchant ID	Product Link
52	Joybuy Marketplace 3		https://www.walmart.com/ip/stain-removal-advanced-teeth-whitening-strips-double-elastic-gel-oral-health/374875184
53	DISMISSED	DISMISSED	DISMISSED
54	REMOVED	REMOVED	REMOVED
55	SQLEA Shop	101129187	https://www.walmart.com/ip/teeth-whitening-strips-oral-care-white-strips-teeth-whitening-kit-non-sensitive-teeth-whitener-for-tooth-whitening/931134401
56	DISMISSED	DISMISSED	DISMISSED
57	3C Boutiques	101331983	https://www.walmart.com/ip/smilekit-pap-teeth-whitening-strips-28-white-strips-kit-14-sets-whitener-tooth-whitening-remove-the-smoking-coffee-soda-wine-stain/2878979180 https://www.walmart.com/ip/smilekit-pap-teeth-whitening-strips-14-white-strips-kit-7-sets-whitener-tooth-whitening-remove-the-smoking-coffee-soda-wine-stain/1593509111
58	DISMISSED	DISMISSED	DISMISSED
59	Hahasong	101291750	https://www.walmart.com/ip/7pcs-14pcs-tooth-whitening-strip-simple-operation-non-irritating-portable-teeth-care-whitening-strips-for-travel/3906218385
60	REMOVED	REMOVED	REMOVED
61	REMOVED	REMOVED	REMOVED
62	Trayknick	101115714	https://www.walmart.com/ip/7pcs-14pcs-tooth-whitening-strip-simple-operation-non-irritating-portable-teeth-care-whitening-strips-for-travel/3906218385
63	REMOVED	REMOVED	REMOVED
64	DISMISSED	DISMISSED	DISMISSED
65	DISMISSED	DISMISSED	DISMISSED
66	EXCEPTED	EXCEPTED	EXCEPTED

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

SHENZHEN JISU TECHNOLOGY CO.,
LTD.,

Plaintiffs,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, and
UNINCORPORATED ASSOCIATES
IDENTIFIED ON SCHEDULE "A,"

Defendants.

Case No. 24 C 5905

Hon. LaShonda A. Hunt

DEFAULT FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Shenzhen Jisu Technology Co. Ltd., ("Plaintiff") against the defendant, Shenzhen hengshenghang Industrial Co., Ltd, identified on Schedule A, and using the 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 defendant identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, "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 marketplaces and/or 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 Defendant having failed to answer or appear 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 target their 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, offers shipping to the United States, including Illinois, accepts payment in U.S. dollars and/or funds from U.S. bank accounts, and has sold products that infringe upon Plaintiff's rights in U.S. Patent Nos. 11,635,083 B2 ("the '083 Patent"); 11,661,947 B2 ("the '947 Patent"); 11,719,250 B2 ("the '250 Patent"); and 11,920,602 B2 ("the '602 Patent") (collectively, "Plaintiff's Patents") to residents of Illinois. 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 that infringe the Plaintiff's Patents. *See* Amended Schedule A to the Complaint [25-1] which includes links and product ID numbers for the subject storefronts and infringing products; *see also* Exhibit 2 to the Complaint [27] and [28], claim charts outlining infringement.

A list of the Plaintiff's Patents is included in the below chart.

Asserted Patent	Owner(s) by Assignment
U.S. Patent No. 11,635,083 B2	Shenzhen Jisu Technology Co., Ltd.
U.S. Patent No. 11,661,947 B2	Shenzhen Jisu Technology Co., Ltd.
U.S. Patent No. 11,719,250 B2	Shenzhen Jisu Technology Co., Ltd.
U.S. Patent No. 11,920,602 B2	Shenzhen Jisu Technology Co., Ltd.

This Court further finds that Defaulting Defendant are liable for patent infringement (35 U.S.C. § 271).

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

This Court further orders that:

1. Defaulting Defendant, 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. Making, using, offering for sale, selling, and/or importing into the United States for subsequent sale any products that infringe upon Plaintiff's Patents or use of any product that infringes upon Plaintiff's Patents in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with Plaintiff's Patents;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff 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 use of the invention claimed in Plaintiff's Patents;
 - 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 and its rights in Plaintiff's Patents; 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 infringe upon the invention claimed in Plaintiff's Patents.
2. Defaulting Defendant and any third party with actual notice of this Order who is providing services for the Defaulting Defendant, or in connection with any of the Defaulting Defendant's Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon.com, Inc. ("Amazon"), eBay, Inc. ("eBay"), WhaleCo, Inc. ("Temu"), and Walmart, Inc. ("Walmart") (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 Defendant could continue to sell goods that infringe upon Plaintiff's Patents; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product infringing Plaintiff's Patents 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's Patents.
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 Defendant in connection with the sale of infringing goods using the invention claimed in Plaintiff's Patents.

4. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded damages equal to a reasonable royalty from each of the Defaulting Defendant in the amount of \$10,000.00.
5. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded expected transactions costs associated with the hypothetical negotiations and drafting of royalty and license agreements between it and the Defaulting Defendant in the amount of \$5,000.00 per Defaulting Defendant.
6. The total amount awarded to Plaintiff from each Defaulting Defendant is listed in the table below:

Def. #	Seller Alias	Damages Pursuant to 35 U.S.C. § 284 (Paragraphs 4 & 5)
5	Shenzhen hengshenghang Industrial Co., Ltd	\$15,000.00

7. Any Third-Party Providers holding funds for Defaulting Defendant, including Amazon, eBay, PayPal, Inc. ("PayPal"), Payoneer Global, Inc. ("Payoneer"), Temu, and Walmart, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendant or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraphs 4 through 8 above) or other of Defaulting Defendant's assets.
8. All monies (up to the amount of the statutory damages awarded in Paragraphs 4 through 8 above) currently restrained in Defaulting Defendant's financial accounts, including monies held by Third-Party Providers such as Amazon, eBay, PayPal, Payoneer, Temu, and Walmart, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third-Party Providers, including Amazon, eBay, PayPal, Payoneer, Temu,


and Walmart, are ordered to release to Plaintiff the amounts from Defaulting Defendant's financial accounts within fourteen (14) calendar days of receipt of this Order.

9. 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.
10. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendant, 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 2 to the Amended Complaint [27] and any e-mail addresses provided for Defaulting Defendant by third parties.
11. The one thousand dollar (\$1,000.00) cash or surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Bishop Diehl & Lee, Ltd.. The Clerk of the Court is directed to return the cash or surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.
12. Pursuant to Fed. R. Civ. P. 62, this Final Default Judgment shall be immediately enforceable against each of the Defaulting Defendant.

This is a Default Judgment.

DATED: December 16, 2024

ENTERED:



LaShonda A. Hunt
United States District Judge

Schedule A

Def. #	Merchant Alias	Merchant ID	Product ID	Product Link	Platform
5	Shenzhen hengshenghang Industrial Co., Ltd	A13ZGOC3M9Y3HF	B0BQ7HDY4H	https://www.amazon.com/UseShine-bladeless-Travelling-Rechargeable-Adjustable/dp/B0BQ7HDY4H/	Amazon

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

WIESNER HEALTHCARE
INNOVATION LLC,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, and
UNINCORPORATED ASSOCIATES
IDENTIFIED ON SCHEDULE "A,"

Defendants.

Case No.: 1:24-cv-03777

Judge Sharon Johnson Coleman

Magistrate Judge Sheila M. Finnegan

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Wiesner Healthcare Innovation LLC, ("Plaintiff") against the defendants identified on Schedule A, and using the 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 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 e-mail, along with any notice that Defaulting Defendants received from online marketplaces 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 that infringe upon Plaintiff's federally registered patents, as claimed in U.S. Patent Nos. 10,624,728 B2 ("the '728 Patent"); 11,351,020 B2 ("the '020 Patent"); and 11,642,205 B2 ("the '205 Patent") (collectively, "Plaintiff's Patents") to residents of Illinois. 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 that infringe Plaintiff's Patents. *See* Schedule A and Exhibit 3 to the Verified Amended Complaint, Docket Nos. [14-1] and [14-6], which includes links and product ID numbers for the subject storefronts and infringing products and screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its infringing products to customers in Illinois; *see also* Exhibit 7 to the Verified Amended Complaint, Docket No. [14-7], which contains exemplary claim charts outlining how Unauthorized Products infringe at least Claim 1 of each of Plaintiff's Patents.

This Court further finds that Defaulting Defendants are liable for willful patent infringement on each of the three patent infringement claims (Counts I, II, and III), trade dress infringement (Count IV), and unjust enrichment and unfair competition under Illinois common law (Counts V and VI) in Plaintiff's Verified Amended Complaint.

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. Making, using offering for sale, selling, and/or importing into the United States for subsequent sale any products that infringe upon Plaintiff's Patents or use of any product that infringes upon Plaintiff's Patents in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with Plaintiff's Patents;
 - b. using Plaintiff's trade dress 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 Plaintiff's genuine product or not authorized by Plaintiff for sale under Plaintiff's trade dress;
 - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff 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 that is protected under Plaintiff's Patents or Plaintiff's trade dress;
- d. 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 its rights in Plaintiff's Patents; and
 - e. 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 embody any of the Claims of Plaintiff's Patents or which use Plaintiff's trade dress.
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' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon.com, Inc. ("Amazon"), eBay, Inc. ("eBay"), WhaleCo, Inc., ("Temu"), and Walmart, Inc. ("Walmart"), (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 goods that infringe upon Plaintiff's Patents or Plaintiff's trade dress; and

- b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product infringing Plaintiff's Patents or Plaintiff's trade dress or any reproductions, copies or colorable imitations thereof that is not a genuine Plaintiff product or not authorized by Plaintiff to utilize the inventions claimed in Plaintiff's Patents or Plaintiff's trade dress.
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 inventions claimed in Plaintiff's Patents or using Plaintiff's trade dress.
 4. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded damages equal to a reasonable royalty from each of the Defaulting Defendants in the amount of \$10,000.00.
 5. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded expected transaction costs associated with the hypothetical negotiations and drafting of royalty and licensing agreements between it and the twenty-one (21) Defaulting Defendants listed below. Plaintiff is awarded \$50,000.00 in expected transaction costs, or \$2,380.95 per Defaulting Defendant.
 6. Pursuant to 35 U.S.C. § 284, Defaulting Defendants are subject to treble damages and Plaintiff is awarded three times the amount awarded in both paragraphs 4 and 5.
 7. Additionally, this case is held exceptional, and Plaintiff is awarded its reasonable attorney's fees pursuant to 35 U.S.C. § 285. This Court finds that an award of \$14,155.33 in attorneys' fees is reasonable, \$674.06 per Defaulting Defendant, and therefore awards Plaintiff \$14,155.33 in attorneys' fees, \$674.06 from each of the Defaulting Defendants.

8. As a result of the damages awarded to Plaintiff in paragraphs 4 through 7 of this Order, the total awarded to the Plaintiff is \$37,816.91 per Defaulting Defendant.
9. Any Third-Party Providers holding funds for Defaulting Defendants, including Amazon, eBay, PayPal, Inc. (“PayPal”), Payoneer Global, Inc. (“Payoneer”), Temu, and Walmart, 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 total damages and attorneys’ fees awarded in Paragraph 4 through 8 above) or other of Defaulting Defendants’ assets.
10. All monies (up to the total damages and attorneys’ fees awarded in Paragraph 4 through 8 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third-Party Providers such as Amazon, eBay, PayPal, Payoneer, Temu, and Walmart, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including Amazon, eBay, PayPal, Payoneer, Temu, and Walmart, are ordered to release to Plaintiff the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.
11. 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.
12. 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 3 to Verified Amended Complaint and any e-mail addresses provided for Defaulting Defendants by third parties.

13. The ten-thousand dollar (\$10,000.00) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Bishop Diehl & Lee, Ltd. 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 Default Judgment.

Dated: 10/15/2024



Sharon Johnson Coleman
United States District Judge

Wiesner Healthcare Innovation LLC, v. The Individuals et al NDIL 1:24-cv-03777

Schedule A

Def. #	Merchant Alias	Merchant ID	Product IDs	Platform
1	DISMISSED	DISMISSED	DISMISSED	DISMISSED
2	wedding4426	wedding4426	355263637694	eBay
3	TIDSTORE	TIDSTORE	385415374919 385415326670	eBay
4	DISMISSED	DISMISSED	DISMISSED	DISMISSED
5	DISMISSED	DISMISSED	DISMISSED	DISMISSED
6	OMITTED	OMITTED	OMITTED	OMITTED
7	dict75	dict75	234978569381 234978571960	eBay
8	OMITTED	OMITTED	OMITTED	OMITTED
9	trump-shut	trump-shut	155942743083	eBay
10	muou e	muou e	335105932099	eBay
11	OMITTED	OMITTED	OMITTED	OMITTED
12	OMITTED	OMITTED	OMITTED	OMITTED
13	eveningstore_f	eveningstore_f	315003996114	eBay
14	OMITTED	OMITTED	OMITTED	OMITTED
15	zhentu46	zhentu46	335183813233	eBay
16	eyunshop	eyunshop	354957601477 354957612439 354957619719	eBay
17	DISMISSED	DISMISSED	DISMISSED	DISMISSED
18	DISMISSED	DISMISSED	DISMISSED	DISMISSED
19	sancen-7	sancen-7	404686602011	eBay
20	DISMISSED	DISMISSED	DISMISSED	DISMISSED
21	sunshine*2010lisa	sunshine*2010lisa	256330441479	eBay
22	DISMISSED	DISMISSED	DISMISSED	DISMISSED
23	DISMISSED	DISMISSED	DISMISSED	DISMISSED
24	feixitaohua	feixitaohua	385727354858	eBay
25	DISMISSED	DISMISSED	DISMISSED	DISMISSED
26	taihang.mountain	taihang.mountain	235394871994	eBay
27	DISMISSED	DISMISSED	DISMISSED	DISMISSED
28	flowersuring7	flowersuring7	355243122156	eBay
29	xajiixin	xajiixin	335170051723 335162725269 335164123695 335161415112	eBay
30	Nngstore	Nngstore	395125485112	eBay
31	DISMISSED	DISMISSED	DISMISSED	DISMISSED
32	DISMISSED	DISMISSED	DISMISSED	DISMISSED
33	DISMISSED	DISMISSED	DISMISSED	DISMISSED

Def. #	Merchant Alias	Merchant ID	Product IDs	Platform
34	huangjingo	huangjingo	374792091096	eBay
35	DISMISSED	DISMISSED	DISMISSED	DISMISSED
36	laimaijod	laimaijod	394607725257	eBay
37	DISMISSED	DISMISSED	DISMISSED	DISMISSED
38	DISMISSED	DISMISSED	DISMISSED	DISMISSED
39	DISMISSED	DISMISSED	DISMISSED	DISMISSED
40	DISMISSED	DISMISSED	DISMISSED	DISMISSED
41	DISMISSED	DISMISSED	DISMISSED	DISMISSED
42	Gifleeys	AFXKNJZYTL75N	B0CR9B9F9D	Amazon
43	DISMISSED	DISMISSED	DISMISSED	DISMISSED
44	Qiuotr	A2QG4YMA9OBAOL	B0CP685J94	Amazon
45	DISMISSED	DISMISSED	DISMISSED	DISMISSED
46	DISMISSED	DISMISSED	DISMISSED	DISMISSED
47	DISMISSED	DISMISSED	DISMISSED	DISMISSED
48	DISMISSED	DISMISSED	DISMISSED	DISMISSED
49	dudasspa83	dudasspa83	386184294766	eBay
50	OMITTED	OMITTED	OMITTED	OMITTED
51	Yaoluo Store	101501260	2968601870 3617962914	Walmart
52	DISMISSED	DISMISSED	DISMISSED	DISMISSED
53	DISMISSED	DISMISSED	DISMISSED	DISMISSED

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

GUOWEI ZHANG AND QUJING LINGLI
E-COMMERCE CO., LTD.,

Plaintiffs,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, and
UNINCORPORATED ASSOCIATES
IDENTIFIED ON SCHEDULE “A,”

Defendants.

Case No.: 1:23-cv-06434

Judge Jeremy C. Daniel

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiffs Guowei Zhang and Qujing Lingli E-Commerce Co. (collectively, “Plaintiffs”) against the Defendants identified on Schedule A attached hereto, and Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and Plaintiffs having moved for entry of Default and Default Judgment against the defendants which have not yet been dismissed from this case, identified on the updated Schedule A attached hereto (collectively, “Defaulting Defendants”);

Plaintiffs 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 online marketplaces 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, Plaintiffs have 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 designs that infringe upon Plaintiffs' rights in U.S. Patent No. D966,499 ("Plaintiffs' Patent") to residents of Illinois. In this case, Plaintiffs have presented links to each Defaulting Defendant's e-commerce store and the infringing products sold by the Defaulting Defendants showing that each Defaulting Defendant 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 that infringe Plaintiffs' Patent. *See* Amended Schedule A to the Complaint [37] which includes links and product ID numbers for the subject storefronts and infringing products; *see also* Exhibit 1 to the Supplement in Support of Plaintiffs' Motion for Entry of Default and Default Judgment [102-1] – screenshots of Defendants' selling infringing products, and Exhibit 2 to the Supplement in Support of Plaintiffs' Motion for Entry of Default and Default Judgment [102-2] – claim charts outlining infringement for each of the remaining Defendants.

This Court further finds that Defaulting Defendants are liable for willful patent infringement (Claim I).

Accordingly, this Court orders that Plaintiffs' Motion for Entry of Final 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 the design claimed in Plaintiffs' Patent or any reproductions 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 product of Plaintiffs' or not authorized by Plaintiffs' to be sold in connection with the design claimed in Plaintiffs' Patent;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiffs' product or any other product produced by Plaintiffs', that is not Plaintiffs' or not produced under the authorization, control, or supervision of Plaintiffs and approved by Plaintiffs for use of the design claimed in Plaintiffs' Patent;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiffs, or are sponsored by, approved by, or otherwise connected with Plaintiffs and its rights in Plaintiffs' Patent; 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 Plaintiffs, nor authorized by Plaintiffs to be sold or offered for sale, and which incorporate the design claimed in Plaintiffs' Patent, or any reproductions or colorable imitations thereof.

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' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon.com, Inc. ("Amazon"), eBay, Inc. ("eBay"), Jingdong E-Commerce (Trade) Hong Kong Corporation Limited ("Joybuy"), and Walmart, Inc.

(“Walmart”) (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 goods using designs that infringe upon Plaintiffs’ Patent; and
 - b. operating and/or hosting webpages that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the design of Plaintiffs’ Patent or any reproductions or colorable imitations thereof that is not a genuine product of Plaintiffs’ or not authorized by Plaintiffs to utilize the design of Plaintiffs’ Patent.
3. Upon Plaintiffs’ 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 design claimed in Plaintiffs’ Patent.
4. Pursuant to 35 U.S.C. § 284, Plaintiffs are awarded damages equal to a reasonable royalty from each of the Defaulting Defendants, with the exception of Defendant No. 53 AONI Store and Defendant No. 78 CONSLAT, in the amount of \$10,000.00.
5. Pursuant to 35 U.S.C. § 284, Defaulting Defendants, with the exception of Defendant No. 53 AONI Store and Defendant No. 78 CONSLAT, are subject to treble damages and Plaintiffs are awarded three times the amount awarded in both paragraphs 4.
6. Pursuant to 35 U.S.C. § 284, Plaintiffs are awarded expected transaction costs associated with the hypothetical negotiations and drafting of royalty and licensing agreements

between it and the twenty-nine (29) Defaulting Defendants, not including Def. Nos. 53 and 78, against whom Plaintiffs seek a reasonable royalty. Plaintiffs are awarded \$50,000 in expected transaction costs, or \$1,724.14 per Defaulting Defendant for which the judgment awarded to Plaintiffs is a reasonable royalty

7. Pursuant to § 289, Plaintiffs are awarded damages equal to the total profits from Defendant No. 53 AONI Store and Defendant No. 78 CONSLAT for willful infringement in the amounts of \$216,647.14 and \$108,733.58, respectively:

8. Additionally, this case is held exceptional, and Plaintiffs are awarded its reasonable attorney's fees pursuant to 35 U.S.C. § 285. This Court finds that an award of \$803.13 per Defaulting Defendant in attorney's fees is reasonable and therefore awards Plaintiffs \$803.13 in attorney's fees from each of the Defaulting Defendants.

9. The total amount awarded to Plaintiff from each Defaulting Defendant is listed in the tables below:

Table 1

Def. #	Store Name	Damages Pursuant to 35 U.S.C. § 284	Attorney's Fees	Total Damages
1	imego2022	\$31,724.14	\$803.13	\$32,527.27
2	swa2211mi	\$31,724.14	\$803.13	\$32,527.27
3	shoppingduoxinmall	\$31,724.14	\$803.13	\$32,527.27
5	nofriends2587	\$31,724.14	\$803.13	\$32,527.27
6	letoaw	\$31,724.14	\$803.13	\$32,527.27
7	neanth	\$31,724.14	\$803.13	\$32,527.27
10	mahlof hazan	\$31,724.14	\$803.13	\$32,527.27
11	Sgabshop	\$31,724.14	\$803.13	\$32,527.27
12	sixelevendesigns	\$31,724.14	\$803.13	\$32,527.27
13	zxm553	\$31,724.14	\$803.13	\$32,527.27
14	buy-live-and-direct	\$31,724.14	\$803.13	\$32,527.27
15	moumouyin	\$31,724.14	\$803.13	\$32,527.27
17-3	Shenzhen Baifenghong Technology Electronics Co., LTD	\$31,724.14	\$803.13	\$32,527.27
17-6	Guangzhou Henghe trading Co., LTD	\$31,724.14	\$803.13	\$32,527.27

Def. #	Store Name	Damages Pursuant to 35 U.S.C. § 284	Attorney's Fees	Total Damages
19	COLIARY	\$31,724.14	\$803.13	\$32,527.27
28	Chao's Choice Co.ltd	\$31,724.14	\$803.13	\$32,527.27
32	FEIGO	\$31,724.14	\$803.13	\$32,527.27
35	RAIN	\$31,724.14	\$803.13	\$32,527.27
36	QianMai	\$31,724.14	\$803.13	\$32,527.27
56	Talkyo-US	\$31,724.14	\$803.13	\$32,527.27
57	Jiusike	\$31,724.14	\$803.13	\$32,527.27
58	MAMaiuh	\$31,724.14	\$803.13	\$32,527.27
65	Star Ocean Tour	\$31,724.14	\$803.13	\$32,527.27
68	Recall-US	\$31,724.14	\$803.13	\$32,527.27
69	Wotryit	\$31,724.14	\$803.13	\$32,527.27
73	USHAWN	\$31,724.14	\$803.13	\$32,527.27
81	TheGroupDeal	\$31,724.14	\$803.13	\$32,527.27
87	HomiStore Direct	\$31,724.14	\$803.13	\$32,527.27
89	lemaikeji shop	\$31,724.14	\$803.13	\$32,527.27

Table 2

Def. #	Store Name	Damages Pursuant to 35 U.S.C. § 289	Attorney's Fees	Total Damages
53	AONIU Store	\$216,647.14	\$803.13	\$217,450.27
78	CONSLAT	\$108,733.58	\$803.13	\$109,536.71

10. Any Third-Party Providers holding funds for Defaulting Defendants, including Amazon, eBay, Joybuy, PayPal, Inc. (“PayPal”), Payoneer Global, Inc. (“Payoneer”), and Walmart, 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 total damages and attorney’s fees awarded in Paragraphs 4 through 9 above) or other of Defaulting Defendants’ assets.

11. All monies (up to the total damages and attorney’s fees awarded in Paragraphs 4 through 9 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third-Party Providers such as Amazon, eBay, Joybuy, PayPal, Payoneer, and Walmart, are hereby released to Plaintiffs as partial payment of the above-identified damages and fees, and Third-Party Providers, including Amazon, eBay, Joybuy, PayPal, Payoneer, and

Walmart, are ordered to release to Plaintiffs the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.

12. Until Plaintiffs have recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.

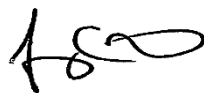
13. In the event that Plaintiffs identify any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiffs may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at any e-mail addresses provided for Defaulting Defendants by third parties.

14. The eighty-thousand-dollar (\$80,000.00) surety bond posted by Plaintiffs in connection with the temporary restraining order entered in this case [26] is hereby released to Plaintiffs or its counsel, Bishop Diehl & Lee, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiffs or its counsel.

15. Pursuant to Fed. R. Civ. P. 62, this Final Default Judgment shall be immediately enforceable against each of the Defaulting Defendants.

This is a Default Judgment.

Dated: September 11, 2024



Jeremy C. Daniel
United States District Judge

Guowei Zhang and Qujing Lingli E-Commerce Co. v. The Individuals, et al.
Case No. 23-cv-06434

Schedule A

Def. #	Seller Alias	URL
1	imego2022	https://www.ebay.com/itm/204424873307? https://www.ebay.co.uk/itm/204372831150?
2	swa2211mi	https://www.ebay.com/itm/285352810317?
3	shoppingduoxinmall	https://www.ebay.com/itm/385684299233?
4	DISMISSED	DISMISSED
5	nofriends2587	https://www.ebay.com/itm/266276429326?
6	letoaw	https://www.ebay.com/itm/404415068379?
7	neanth	https://www.ebay.com/itm/295788844057?
8	DISMISSED	DISMISSED
9	DISMISSED	DISMISSED
10	mahlof hazan	https://www.ebay.com/itm/295881491830?
11	Sgabshop	https://www.ebay.com/itm/185535264225?
12	sixelevendesigns	https://www.ebay.com/itm/266379867718?
13	zxm553	https://www.ebay.com/itm/354711844738?
14	buy-live-and-direct	https://www.ebay.com/itm/266312321947?
15	moumouyin	https://www.ebay.com/itm/404359072289?
16	DISMISSED	DISMISSED
17-1	DISMISSED	DISMISSED
17-2	DISMISSED	DISMISSED
17-3	Shenzhen Baifenghong Technology Electronics Co., LTD	https://www.walmart.com/ip/FleingngHoz-Electric- Oral-Irrigator-Portable-Household-Teeth-Flosser- Water-Spraying-Washing-Tool-with- Nozzle/924313082?
17-4	DISMISSED	DISMISSED
17-5	DISMISSED	DISMISSED
17-6	Guangzhou Henghe trading Co., LTD	https://www.walmart.com/ip/Upgrade-Cordless- Water-Flosser-Teeth-Cleaner-Rechargeable-Portable- Oral-Flossing-Irrigator-For-Braces-Detachable- 240ML-Tank-Home-Travel-Elective- Toot/2615324921?
17-7	DISMISSED	DISMISSED
17-8	DISMISSED	DISMISSED
18-1	DISMISSED	DISMISSED
18-2	DISMISSED	DISMISSED
18-3	DISMISSED	DISMISSED
18-4	DISMISSED	DISMISSED
19	COLIARY	https://www.walmart.com/ip/Water-Flosser-3-Modes- Dental-Oral-Irrigator-Portable-Electric-Plaque- Remover-Green/2824586281?
20	DISMISSED	DISMISSED
21	DISMISSED	DISMISSED

Def. #	Seller Alias	URL
22	DISMISSED	DISMISSED
23	DISMISSED	DISMISSED
24	DISMISSED	DISMISSED
25	DISMISSED	DISMISSED
26	DISMISSED	DISMISSED
27	DISMISSED	DISMISSED
28	Chao's Choice Co.ltd	https://www.walmart.com/ip/Portable-Waterproof-3-Mode-220ML-Water-Tank-Dental-Water-Jet-Tips-Oral-Irrigator-Dental-Water-Flosser-Electric-Teeth-Cleaner-PINK/2821707224?
29	DISMISSED	DISMISSED
30	DISMISSED	DISMISSED
31	DISMISSED	DISMISSED
32	FEIGO	https://www.walmart.com/ip/FEIGO-Water-Flossers-for-Teeth-3-Modes-4-Jets-Charger-220ml-Waterproof-Water-Flosser-for-Travel-and-Home-White/120430092?
33	DISMISSED	DISMISSED
34	DISMISSED	DISMISSED
35	RAIN	https://www.walmart.com/ip/CELIVESGG-Portable-Cordless-Water-Flosser-for-Adult-and-Kids/924792525? https://www.walmart.com/ip/CELIVESGG-Rechargeable-Waterproof-Water-Flosser-for-Adult-and-Kids/407392850? https://www.walmart.com/ip/Oral-Irrigator-3-Modes-USB-Rechargeable-Water-Flosser-Portable-Dental-Water-Jet-Waterproof-Irrigator-Dental-Teeth-Cleaner-4-Jet/1690336021? https://www.walmart.com/ip/CELIVESGG-Waterproof-Cordless-Water-Flosser-220ml-Bule/340756438?
36	QianMai	https://www.walmart.com/ip/Dental-Oral-Irrigator-Dental-Oral-Irrigator-Rechargeable-Waterproof-Travel-Portable-Electric-Teeth-Cleaner-Dentist-Tool/1318302642?
37	DISMISSED	DISMISSED
38	DISMISSED	DISMISSED
39	DISMISSED	DISMISSED
40	DISMISSED	DISMISSED
41	DISMISSED	DISMISSED

Def. #	Seller Alias	URL
42	DISMISSED	DISMISSED
43	DISMISSED	DISMISSED
44	DISMISSED	DISMISSED
45	DISMISSED	DISMISSED
46	DISMISSED	DISMISSED
47	DISMISSED	DISMISSED
48	DISMISSED	DISMISSED
49	DISMISSED	DISMISSED
50	DISMISSED	DISMISSED
51	DISMISSED	DISMISSED
52	DISMISSED	DISMISSED
53	AONIU Store	https://www.amazon.com/Cordless-Flossers-Irrigator-Waterproof-Rechargeable/dp/B095N1C8PH/ref=sr_1_107_sspa?
54	DISMISSED	DISMISSED
55	DISMISSED	DISMISSED
56	Talkyo-US	https://www.amazon.com/Cordless-Portable-Irrigator-Rechargeable-Toothbrush/dp/B0C4GGYBNZ/ref=sr_1_173? https://www.amazon.com/Cordless-Rechargeable-Portable-Irrigator-Detachable/dp/B0C4GHV3VN/ref=sr_1_296?
57	Jiusike	https://www.amazon.com/Jiusike-Rechargeable-Irrigator-Detachable-Compatible/dp/B0BF4HC8LC/ref=sr_1_163? https://www.amazon.com/Waterproof-Irrigator-Rechargeable-Home%EF%BC%86Travel-Electrical/dp/B0BF3R5Q4G/ref=sr_1_248?
58	MAMaiuh	https://www.amazon.com/Cordless-Rechargeable-Irrigator-Detachable-Toothbrushes/dp/B0BC4FPNN8/ref=sr_1_246? https://www.amazon.com/Cordless-Rechargeable-Irrigator-Detachable-Toothbrush/dp/B0B5G67FVJ/ref=sr_1_228?
59	DISMISSED	DISMISSED
60	DISMISSED	DISMISSED
61	DISMISSED	DISMISSED
62	DISMISSED	DISMISSED
63	DISMISSED	DISMISSED
64	DISMISSED	DISMISSED

Def. #	Seller Alias	URL
65	Star Ocean Tour	https://www.amazon.com/Water-Flosser-Cordless-Rechargeable-Portable/dp/B09WYGMBHB/ref=sr_1_300? https://www.amazon.com/Cordless-Water-Flosser-Irrigator-Dental/dp/B09WYGW6H1/ref=sr_1_121?
66	DISMISSED	DISMISSED
67	DISMISSED	DISMISSED
68	Recall-US	https://www.amazon.com/Water-Flosser-Power-Dental-Waterproof/dp/B09PVC86W3/ref=sr_1_282?
69	Wotryit	https://www.amazon.com/Cordless-Rechargeable-Portable-Irrigator-Detachable/dp/B0B7R9212H/ref=sr_1_276?
70	DISMISSED	DISMISSED
71	DISMISSED	DISMISSED
72	DISMISSED	DISMISSED
73	USHAWN	https://www.amazon.com/Tsuinz-Cleaning-Rechargeable-Irrigator-Waterproof/dp/B0CFY2RYQY/ref=sr_1_195?
74	DISMISSED	DISMISSED
75	DISMISSED	DISMISSED
76	DISMISSED	DISMISSED
77	DISMISSED	DISMISSED
78	CONSLAT	https://www.amazon.com/Irrigator-Rotation-Cordless-Electric-Waterproof/dp/B09XTQRWGM/ref=sr_1_52?
79	DISMISSED	DISMISSED
80	DISMISSED	DISMISSED
81	TheGroupdeal	https://www.amazon.com/Cordless-Rechargeable-Portable-Irrigator-Detachable/dp/B0B5RGNHN5/ref=sr_1_225?
82	DISMISSED	DISMISSED
83	DISMISSED	DISMISSED
84	DISMISSED	DISMISSED
85	DISMISSED	DISMISSED
86	DISMISSED	DISMISSED
87	HomiStore Direct	https://www.amazon.com/Irrigator-Adjustable-Waterproof-Detachable-Rechargeable/dp/B09LCX4M3B/ref=sr_1_275?
88	DISMISSED	DISMISSED
89	lemaikeji shop	https://www.amazon.com/HXR-Flossers-Rechargeable-Waterproof-Irrigator/dp/B0BQHFM54K/ref=sr_1_292?
90	DISMISSED	DISMISSED

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

Shenzhen Peishi Advertising Media Co., Ltd.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED IN
SCHEDULE "A" HERETO,

Defendants.

Case No. 1:25-cv-12683-JLA-AB

Honorable Jorge L. Alonso

Magistrate Albert Berry, III

**DECLARATION OF XIAOLING CHEN IN SUPPORT OF
MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT**

I, Xiaoling Chen, of Shenzhen, China declare under penalty of perjury that the following is true and correct:

1. I am over the age of 18 years. This declaration is based upon my personal knowledge of the facts stated herein. If called as a witness, I could and would testify as to the statements made herein.

2. I make this declaration in support of Plaintiff's Motion for Entry of Default and Default Judgment (the "Motion").

3. I am the store operations manager of Shenzhen Peishi Advertising Media Co., Ltd. ("Plaintiff").

4. Plaintiff is the lawful assignee of all right, title, and interest in U.S. Patent No. U.S. Patent No. 12,324,440 entitled AUTOMATIC SMOKER (the '440 Patent). *See* Complaint, Exhibit 2.

5. Plaintiff has been engaged in the business of designing, sourcing, and marketing automatic electronic cocktail smoker products. Plaintiff markets and sells its automatic electronic cocktail smoker that embodies the '440 Patent ("Plaintiff's Smoker") through various outlets including an e-commerce store on the Amazon marketplace platform.

6. Plaintiff's products that embody the '440 Patent have been highly commercially successful.

7. Plaintiff has not granted any licenses of rights to its '440 Patent to any of the defendants named in the Schedule "A" to the Complaint (the "Defendants"), including the defendants who have failed to file a response to the Complaint or properly appear in this case ("Defaulting Defendants").

8. None of the Defaulting Defendants are authorized retailers of Plaintiff's Smoker.

9. Plaintiff would not have voluntarily granted a license of the '440 Patent to any of the Defaulting Defendants.

10. Plaintiff has suffered harm in the forms of lost sales and price erosion due to the Defendants' infringement of the '440 Patent. Specifically, Defendants are undercutting Plaintiff by selling products that embody the invention claimed in the '440 Patent at a significantly lower price than the genuine Plaintiff's Smoker.

11. Before infringement occurred, Plaintiff sold the Plaintiff's Smoker at a retail price of \$99.99 and had a profit margin of 50%, equating to \$49.995 per Plaintiff's Smoker sold by Plaintiff.

12. Before the infringement occurred, an unexclusive license for the '440 Patent would have cost the licensee at least \$10,000.00 USD plus a 10% royalty for all sales made by the licensee with the licensee bearing all transaction costs associated with the negotiation of the royalty, such as drafting costs, due diligence, and attorneys' fees.

13. The marketplace success of Plaintiff's Smoker has resulted in significant infringement of its '440 Patent. Plaintiff has, therefore, instituted a worldwide anti-infringement program and regularly investigates suspicious e-commerce stores identified in proactive internet sweeps and reported by consumers.

14. Plaintiff has identified numerous e-commerce stores, including those operating the Platform, which were offering for sale and/or selling products embodying the '440 Patent to consumers into the State of Illinois and throughout the United States.

15. Defendants' unauthorized use of Plaintiff's '440 Patent has caused, and continues to cause, irreparable harm to Plaintiff through loss of the ability to exclude others from using its patent and loss of future revenue.

16. The extent of the harm to Plaintiff's patent rights, including dilution, and the diversion of customers are irreparable and incalculable, thus warranting an immediate halt to Defendants' infringing activities through injunctive relief.

17. Plaintiff will suffer immediate and irreparable injury, loss, or damage if a permanent injunction is not issued.

18. Defendants have eliminated the exclusivity to practice the '440 Patent that Plaintiff is entitled to under U.S. patent laws.

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

Executed this 26th day of November 2025 at Shenzhen, China.

By: /s/ Xiaoling Chen
Xiaoling Chen

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of December 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>.

By: /s/ William R. Brees
William R. Brees (FL Bar No. 98886)

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