

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

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

LYANER,

Defendant.

Case No.: 1:25-cv-12547-JCD-LKM

Honorable Jeremy C. Daniel

Magistrate Laura K. McNally

PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AGAINST LYANER

Plaintiff Hong Kong Leyuzhen Technology Co. Limited ("Plaintiff") hereby moves for Default Judgment against Defendant, LYANER, as identified in Exhibit 2 to the First Amended Complaint [Dkt. No. 13-2] and in Exhibit 1 to the accompanying Declaration of Joseph W. Droter (the "Droter Decl."). Plaintiff files herewith a Memorandum of Law, the Declaration of Joseph W. Droter and the Declaration of Liangjie Li in support. Plaintiff's Motion for Default Judgment disposes of the case.

DATED: April 24, 2026

Respectfully submitted,

By: /s/ Joseph W Droter

Joseph W. Droter (Bar No. 6329630)

BAYRAMOGLU LAW OFFICES LLC

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

Chicago, IL 60606

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of April 2026, I electronically filed the foregoing 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 is listed below and provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to third-party, Amazon.

By: /s/ Joseph W. Droter
Joseph W. Droter (Bar No. 6329630)
BAYRAMOGLU LAW OFFICES LLC

Defendant Name	Email Address
LYANER	amyanlee@outlook.com

**IN THE UNITED STATES DISTRICT COURT
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HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

LYANER,

Defendant.

Case No.: 1:25-cv-12547-JCD-LKM

Honorable Jeremy C. Daniel

Magistrate Laura K. McNally

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR DEFAULT JUDGMENT AGAINST LYANER**

Plaintiff Hong Kong Leyuzhen Technology Co. Limited ("Plaintiff") hereby submits this Memorandum of Law in support of its Motion for Entry of Default Judgment (the "Motion") pursuant to Federal Rule of Civil Procedure 55 ("Rule 55") against the Defendant, LYANER (the "Defaulting Defendant" or "Defendant"), as described in Exhibit 2 to the First Amended Complaint [Dkt. No. 13-2] and in Exhibit 1 to the accompanying Declaration of Joseph W. Droter (the "Droter Decl."). Plaintiff's Motion is made and based upon this Memorandum of Law, the Droter Declaration, the Declaration of Liangjie Li (the "Li Decl."), the papers and pleadings on file in this action, and any argument of counsel the Court may entertain. Plaintiff's Motion for Default Judgment disposes of the case.

I. INTRODUCTION

On March 2, 2026, the Court authorized electronic service on Defendant [Dkt. No. 23]. Plaintiff completed service on Defendant on March 2, 2026, and filed a Return of Service [Dkt. No. 26]. The deadline to respond to the Complaint was March 23, 2026.

Plaintiff seeks an award of \$5,000 statutory damages pursuant to 17 U.S.C. § 504(c) against the Defaulting Defendant, which Plaintiff requests to be enhanced to \$15,000 for their willful infringement of the copyright protected photograph protected by the federally registered copyright asserted in this action, VA0002379911 (the "Copyright Protected Photograph") (Droter Decl. ¶ 5.) Plaintiff additionally requests the Court issue a permanent injunction against the Defaulting Defendant. *See* 17 U.S.C. § 502(a).

II. LEGAL STANDARD

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

III. FACTUAL BACKGROUND

As alleged in the Complaint, here the Defaulting Defendant has publicly displayed unlicensed and unauthorized reproductions of Plaintiff's Copyright Protected Photograph on the Amazon online sales platform (the "Platform") to market and sell competing products using Plaintiff's authentic Rotita Copyrighted Photograph, thereby deceiving public consumers as to the quality, nature, and source of goods being purchased. (Droter Decl. ¶ 6.) As of the filing of this Motion, more than twenty-one (21) days have expired since electronic service was effectuated on the Defendant. (Droter Decl. ¶ 4.) To date, the Defaulting Defendant has not answered or otherwise responded to Plaintiff's First Amended Complaint. (*Id.*) Therefore, Clerks Default was entered against Defendant on March 31, 2026 [Dkt. No. 29]

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

IV. ARGUMENT

A. Jurisdiction and Venue Are Proper in This Court

This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Federal Copyright Act, 17 U.S.C. § 101, et seq., 28 U.S.C. § 1338(a)—(b) and 28 U.S.C. § 1331. [Dkt. No. 13] Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendant since Defendant directly targets business activities toward consumers in Illinois and causes harm to Plaintiff's business within this judicial district. [Id.]; *see also uBID, Inc. v. GoDaddy Grp., Inc.*, 623 F.3d 421, 423-24 (7th Cir. 2010) without benefit of an evidentiary hearing, plaintiff bears only the burden of making a prima facie case for personal jurisdiction; all of plaintiff's asserted facts should be accepted as true and any factual determinations should be resolved in its favor. In the case at bar, it is unquestionable that the Defaulting Defendant is subject to personal jurisdiction in this action.

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

A default judgment establishes, as a matter of law, that named, unresponsive defendants are liable on each cause of action alleged against them in the complaint. *Di Mucci*, 879 F.2d at 1497. When a court determines that a defendant is in default, the factual allegations of the

complaint are taken as true and may not be challenged, and the defendants are liable as a matter of law as to each cause of action alleged in the complaint upon entry of default judgment. *Black*, 22 F.3d at 1399. Here, significantly more than twenty-one (21) days have passed since Defendant was served, and no answer or other responsive pleading has been filed by Defaulting Defendant. *See* Fed. R. Civ. P. 12(a)(1)(A). Therefore, an entry of a default judgment is appropriate.

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

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

Plaintiff is entitled to such relief for the Defaulting Defendant's infringement of Plaintiff's Copyright Protected Photograph, which it maintains was done willfully and intentionally. (Droter Decl. ¶¶ 5, 13). A copyright owner is entitled to recover the actual damages suffered for infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. 17 U.S.C. § 504(b). In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work. 17 U.S.C. § 504(b). "[S]tatutory damages have been held to be appropriate on a motion for default judgment because the defaulting party has the information needed to prove actual damages." *White v. Marshall*, 771 F.Supp.2d 952, 956 (E.D. Wis. 2011); *see also Wondie v. Mekuria*, 742 F.Supp.2d 118, 124-25 (D.D.C. 2010);

Lifted Research Grp., Inc. v. Behdad, Inc., 591 F.Supp.2d 3, 8 (D.D.C. 2008). In this case, Plaintiff has asserted a viable claim for infringement of its Copyright Protected Photograph. To prove copyright infringement, a plaintiff must show: "(1) ownership of a valid copyright; and (2) copying of constituent elements of the work that are original." *JWC Invs., Inc. v. Novelty, Inc.*, 482 F.3d 910, 914 (7th Cir. 2007). A certificate of copyright registration provides a *prima facie* presumption of validity. *Mid. American Title Co. v. Kirk*, 59 F.3d 719, 721 (7th Cir. 1995). Here, Plaintiff has alleged its ownership of the asserted Copyright Protected Photograph in its First Amended Complaint [Dkt. No. 13] and has supplied the Court with the registration issued by the United States Copyright Office [Dkt. No. 13-1]. Moreover, Plaintiff has set forth considerable factual allegations establishing the Defaulting Defendant has infringed Plaintiff's Copyright Protected Photograph. [Dkt. No. 13-2.] Therefore, the Defaulting Defendant has infringed Plaintiff's Copyright Protected Photograph.

Next, Plaintiff is entitled to an award of statutory damages given the circumstances in this action. An award of statutory damages is appropriate because actual damages "are often virtually impossible to prove" *White*, 771 F.Supp.2d at 956. In awarding statutory damages, the court is not required to follow any rigid formula. *Id.* (citing *Chi-Boy Music v. Charlie Club, Inc.*, 930 F.2d 1224, 1229 (7th Cir. 1991)). Instead, the court enjoys wide discretion in setting a statutory damage award within the prescribed range from \$750 to \$30,000 per infringement. *Broadcast Music, Inc. v. Star Amusements, Inc.*, 44 F.3d 485, 489 (7th Cir. 1995). The court may consider such factors as the difficulty or impossibility of proving actual damages, the circumstances of the infringement, and the efficacy of the damages as a deterrent to future copyright infringement. *Chi-Boy Music*, 930 F.2d at 1229. Here, Plaintiff has established unquestionably viable copyright infringement claims in this case. Additionally, the Defaulting Defendant's willful refusal to appear

and defend against the asserted claims has deprived Plaintiff of the ability to present evidence concerning verifiable infringing sales or costs associated with such sales. (Droter Decl. ¶ 7.)

Specifically, Plaintiff has neither obtained, nor is the Defaulting Defendant participating in these proceedings, so that the Court can be provided with the infringers' deductible expenses related to the sale of the competing products associated with the unauthorized use and public display of Plaintiff's Copyright Protected Photograph. *See* 17 U.S.C. § 504(b). As such, there is no verifiable information concerning the Defaulting Defendant's gross infringing sales of their competing products using Plaintiff's copyrights or the associated deductible expenses from same. (Droter Decl. ¶ 7.) Moreover, while Plaintiff can estimate the range of the Defaulting Defendant's net profits from their infringing sales provided by the Platform, this estimate is highly speculative and cannot affirmatively account for the advertising expenses saved through the unauthorized use and display of Plaintiff's Copyright Protected Photograph for which it has created at considerable expense. (Li Decl. ¶ 14.)

Therefore, an award of statutory damages is appropriate because actual damages are virtually impossible to prove in this case. *See White*, 771 F.Supp.2d at 956. Given the foregoing circumstances, and the nature of the Defaulting Defendant's conduct, Plaintiff asserts that it is entitled to an award of \$5,000 in statutory damages against each Defaulting Defendant and submits an analysis showing the Defaulting Defendant, the copyright infringed, the value of the copyrighted photograph and the statutory damages requested. (Droter Decl. ¶¶ 7, 11, 13, Exhibit 1.)

In this case the Defaulting Defendant was provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend. (Droter Decl. ¶ 7). As a result of the Defaulting Defendant's intentional decision not to appear and defend this action, Plaintiff has been

deprived of a meaningful opportunity to assess the true nature of its actual damages. (*Id.*) Plaintiff has expended considerable capital in securing registration of the Copyright Protected Photograph and advertising its brand in the United States and in the State of Illinois. (Li. Decl. ¶ 10.) This includes spending over \$80,000 to secure the company's copyright registrations with the United States Copyright Office and spending approximately \$8,000,000 to \$12,000,000 annually to advertise and promote its Rotita brand in the United States. (Li Decl. ¶ 10.) These facts unquestionably support Plaintiff's request statutory damages per infringed Copyright Protected Photograph against the Defaulted Defendant.

To further assist the Court with its damages analysis, Plaintiff also reviewed its revenue from the Copyright Protected Photograph at issue in this action. (Li Decl. ¶ 11.) Plaintiff's aggregate revenue since 2020 generated from its use of the Copyright Protected Photograph is approximately \$28,000.00 (Li Decl. ¶ 11.) The approximate value of the photograph provides a reasonable and conservative measure of value for purposes of Plaintiff's request for statutory damages. (*Id.*)

The actions of the Defaulting Defendant's infringement clearly support awarding the requested statutory damage award against them. It is without question that the Defaulting Defendant has engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Photograph. In this regard, Plaintiff's Copyright Protected Photograph, often representing product releases, have then appeared on the Defaulting Defendant's online stores maintained with the Platform. (Li Decl. ¶ 7.) These actions by the Defendant justify an award of statutory damages. Plaintiff respectfully requests the Court award statutory damages for copyright infringement under 17 U.S.C. § 504(c)(1) in an amount not less than \$5,000.00 against Defaulting Defendant per infringed Copyright Protected Photograph (Droter Decl. Exhibit 1).

2. *Plaintiff is entitled to enhanced statutory damages.*

Here, the Defaulting Defendant's infringement clearly supports awarding an enhanced statutory damage award of, at least, treble damages against them. The Defaulting Defendant's infringing conduct in this action are willful, thereby justifying enhanced damages under 17 U.S.C. § 504(c)(2).

Upon information and belief, the Defaulting Defendant, has been acting through their network to actively monitor and post information on the Plaintiff's pending cases on the website www.SellerDefense.cn. (Droter Decl. ¶ 9.) This has apparently been done to advise defendants in all pending actions of Plaintiff's successful prosecution of its claims, and the viability of appearing and asserting potential defenses. (*Id.*) These circumstances reveal an overall common scheme for the Defaulting Defendant, to simply cut their losses where Plaintiff has a high likelihood of success, abandon any online storefront, and bask in the security that any judgment issued against them will almost certainly not be collectable in the Republic of China. Such circumstances support awarding Plaintiff enhanced statutory damages in this action. *See Chi-Boy Music*, 930 F.2d at 1229. The facts presented further support awarding the enhanced statutory damages against the Defaulting Defendant on the grounds that they should serve as a deterrent to future conduct. *Id.* at 1229-30.

To maximize the deterrent effect of the Court's anticipated default judgment, Plaintiff is asking that enhanced statutory damages be imposed on the Defaulting Defendant for their infringement of the Copyright Protected Photograph (Droter Decl. ¶ 10). The Defaulting Defendant has simply taken the apparent position that any recovery issued by a court is not executable against their assets on the named online platform in the U.S. This conduct demonstrates an intentional willingness to ignore the Court's authority to impose significant statutory damages

in this action to send a message to the Defaulting Defendant, and all other similar infringers, that they will incur substantial liability for their actions. In doing so, hopefully the Defaulting Defendant, or other similar infringers monitoring this case, will post this anticipated award on the www.SellerDefense.cn website as notice of the consequences for their intentional, and orchestrated actions.

Plaintiff respectfully requests the Court enter an award of \$5,000 statutory damages against Defaulted Defendant per infringed Copyright Protected Photograph, which should be treble enhanced to \$15,000 for willful infringement against Defaulted Defendant, pursuant to 17 U.S.C. § 504(c)(2). A Defendant request analysis is provided as Exhibit 1 to the Droter Declaration. (Droter Decl. ¶¶ 7, 11, 13, Exhibit. 1).

3. *Plaintiff is entitled to a permanent injunction.*

Next, Plaintiff is entitled to the entry of a permanent injunction against the Defaulting Defendant pursuant to 17 U.S.C. § 502(a), which authorizes courts to “grant temporary and final injunctions on such terms as it may deem reasonable to prevent or restrain infringement of a copyright.”

In determining whether permanent injunctive relief is appropriate, courts apply the four-factor test set forth in *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006), requiring a showing that: (1) Plaintiff has suffered an irreparable injury; (2) remedies available at law are inadequate to compensate for that injury; (3) the balance of hardships favors injunctive relief; and (4) the public interest would not be disserved by a permanent injunction. Each factor weighs decisively in favor of granting injunctive relief here.

First, Plaintiff has suffered and will continue to suffer irreparable harm absent injunctive relief. In *White v. Marshall*, the court noted that copyright infringement often constitutes

irreparable harm and that monetary damages are inadequate, justifying injunctive relief. *White v. Marshall*, 771 F. Supp. 2d 952. Additionally, courts have recognized a presumption of irreparable harm in copyright cases, further supporting the issuance of permanent injunctions. *See also In re Aimster Copyright Litig.*, 252 F. Supp. 2d 634. Here, Plaintiff has alleged, and has offered proof, that the Defaulting Defendant has engaged in the infringement of the Copyright Protected Photograph. (Droter Decl. ¶ 12.) Such conduct causes loss of control over Plaintiff's copyrighted works, damage to brand goodwill, and consumer confusion; harms that are inherently difficult to quantify and not fully compensable through monetary damages alone. Moreover, the Defaulting Defendant's failure to appear or participate in this action demonstrates a substantial risk of continued infringement absent court-ordered relief.

Second, legal remedies are inadequate. In cases where defendants fail to respond or appear, courts have consistently granted permanent injunctions as part of default judgments, particularly when there is evidence of ongoing or likely future infringement. *See Virgin Records Am. Inc. v. Johnson*, where the court granted a permanent injunction under § 502(a) due to the defendant's failure to respond and the likelihood of continued infringement, emphasizing the public interest in upholding copyright protections. 441 F. Supp. 2d 963. Because the Defaulting Defendant has elected not to appear, Plaintiff lacks any meaningful ability to monitor, deter, or prevent future infringement through monetary relief alone. Courts routinely recognize that where defendants operate anonymous or foreign-based online storefronts, monetary damages are insufficient to prevent continued unlawful conduct.

Third, the balance of hardships strongly favors Plaintiff. Plaintiff seeks only to prohibit the Defaulting Defendant from engaging in unlawful conduct, namely the unauthorized use and display of Plaintiff's Copyrighted Photograph. The Defaulting Defendant has no legitimate interest

in continuing infringing activities and therefore will suffer no cognizable hardship from compliance with a permanent injunction.

Finally, public interest is served by the enforcement of federal copyright laws and the prevention of consumer deception. Granting injunctive relief promotes respect for intellectual property rights and discourages future infringement, particularly in the online marketplace context.

Because the Defaulting Defendant has failed to respond, defend, or otherwise participate in this action, and because the record establishes a strong likelihood of continued infringement absent injunctive relief, entry of a permanent injunction is appropriate and warranted under 17 U.S.C. § 502(a). Accordingly, Plaintiff respectfully requests that the Court enter a permanent injunction prohibiting the Defaulting Defendant, and all persons acting in concert with it, from directly or indirectly infringing Plaintiff's copyrighted photograph.

V. CONCLUSION

Under Rule 55(b)(2), Plaintiff respectfully requests this Court for entry of a default judgment finding the Defaulting Defendant liable on all counts asserted in Plaintiff's First Amended Complaint. [Dkt. No. 13] These asserted counts include claims for Copyright Infringement (Count I) [*Id.*] In granting its request, Plaintiff asks the Court to award the following: (1) \$5,000 in statutory damages against Defaulting Defendant per infringed Copyright Protected Image pursuant to 17 U.S.C. § 504(c)(1); (2) enhanced treble statutory damages of \$15,000 against Defaulting Defendant based on their willful infringement pursuant to 17 U.S.C. § 504(c)(2); (3) issuance of a permanent injunction against the Defaulting Defendant pursuant to 17 U.S.C. § 502(a); and (4) such other relief as the Court deems just and proper.

DATED: April 24, 2026

Respectfully submitted,

By: /s/ Joseph W. Droter

Joseph W. Droter (Bar No. 6329630)

BAYRAMOGLU LAW OFFICES LLC

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

Chicago, IL 60606

Tel: (702) 462-5973 | Fax: (702) 553-3404

joseph@bayramoglu-legal.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of April 2026, I electronically filed the foregoing 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 is listed below and provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to third-party, Amazon.

By: /s/ Joseph W. Droter
Joseph W. Droter (Bar No. 6329630)
BAYRAMOGLU LAW OFFICES LLC

Defendant Name	Email Address
LYANER	amyanlee@outlook.com

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CO. LIMITED,

Plaintiff,

v.

LYANER,

Defendant.

Case No.: 1:25-cv-12547-JCD-LKM

Honorable Jeremy C. Daniel

Magistrate Laura K. McNally

**DECLARATION OF JOSEPH W. DROTER
IN SUPPORT OF MOTION FOR DEFAULT JUDGMENT**

I, Joseph W. Droter, of the City of Chicago, in the State of Illinois, declare as follows:

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

2. I make this declaration in support of Plaintiff's Motion for Default and Default Judgment (the "Motion") against the Defendant, LYANER, (the "Defaulting Defendant" or "Defendant").

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

4. I hereby certify that the Defaulting Defendant has failed to plead or otherwise defend this action within twenty-one (21) days after being served with the Summons and First Amended Complaint in this action in violation of Federal Rule of Civil Procedure 12(a)(1)(A).

Specifically, Defendant was served with copies of the Summons and First Amended Complaint via electronic service authorized by the Court on March 2, 2026, which is reflected in the Return of Summons filed in this case. [Dkt. No. 26] As of the filing of this Motion, more than twenty-one (21) days have expired since electronic service was effectuated on Defendant. Defaulting Defendant has not answered or otherwise responded to Plaintiff's First Amended Complaint in this action.

5. Plaintiff's asserted claims for relief in this action involve the intentional, willful infringement of the following federally registered copyright protected photograph VA0002379911. (the "Copyright Protected Photograph").

6. As alleged in the First Amended Complaint, the Defaulting Defendant has displayed, without authorization, the Copyright Protected Photograph on the Amazon online sales platform (the "Platform") to market and sell competing products using Plaintiff's authentic Copyright Protected Photograph through their online store (the "Online Store"), thereby deceiving public consumers as to the quality, nature, and source of goods being purchased.

7. Plaintiff requests statutory damages in this action as described in **Exhibit 1** to this Declaration, which shows the Statutory Damages Request based on the copyright infringement. First, the Defaulting Defendant was provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend this action. As a result of the Defaulting Defendant's intentional decision not to appear and defend this action, Plaintiff has been deprived of a meaningful opportunity to assess the true nature of its actual damages. This uncertainty supports Plaintiff's requested statutory damages against the Defaulting Defendant.

8. I have been informed by Plaintiff that the aggregate revenue generated from the use of the Copyright Protected Photograph at issue since 2020 is approximately \$28,000.00. The

approximate revenue for the Copyright Protected Photograph provides a reasonable and conservative measure of value for purposes of statutory damages.

9. In addition, defendants in multiple copyright enforcement actions in this judicial district, have been acting through their network to actively monitor and post information on the Plaintiff's pending cases on the website www.SellerDefense.cn. This has apparently been done to advise defendants in all pending actions of Plaintiff, and the viability of appearing and asserting potential defenses.

10. To maximize the deterrent effect of the Court's anticipated default judgment, Plaintiff is asking that enhanced statutory damages be imposed on the Defaulting Defendant for each alleged infringement of the Copyright Protected Photograph.

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

12. Plaintiff has alleged, and has offered proof, that the Defaulting Defendant has engaged in the infringement of the Copyright Protected Photograph.

13. The presented facts establish the Defaulting Defendant's knowledge and intentional infringement of Plaintiff's Copyright Protected Photograph. Accordingly, Plaintiff should be awarded statutory damages as described in **Exhibit 1** to this Declaration, with the enhancement against Defaulted Defendant based on their willful infringement of the Copyright Protected Photograph.

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

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

Executed this 24th day of April 2026 in Chicago, Illinois.

By: /s/ Joseph W. Droter
Joseph W. Droter, Esq.
BAYRAMOGLU LAW OFFICES, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of April 2026, I electronically filed the foregoing 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 is listed below and provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to third-party, Amazon.

By: /s/ Joseph W. Droter
Joseph W. Droter (Bar No. 6329630)
BAYRAMOGLU LAW OFFICES LLC

Defendant Name	Email Address
LYANER	amyanlee@outlook.com

Exhibit 1

Hong Kong Leyuzhen Technology Co. Limited v. LYANER
Defaulted Defendant 1:26-cv-12547

Seller's Name	Copyright Infringed	Statutory Amount Request	Enhanced x3 Willful Statutory Amount
LYANER Seller ID: B0BJBW2KMX Email: amyanlee@outlook.com	VA0002379911	\$5,000.00	\$15,000.00
			TOTAL: \$15,000.00

Value of Copyright

Copyright	Estimated Value of Image Based on the Aggregate Revenue Since 2020
VA0002379911	\$28,000.00

Production from Third-Party Platform limited to contact data only [Dkt. No. 16]

NDIL Case No. 1:25-cv-12547 - SUBPOENA to AMAZON (1 Defendant) [Summarize](#)

WH

Reply
 Reply all
 Forward

Mon 11/3/2025 8:49 AM

To: ● Heather Ikerd

Cc: Litigation

Good afternoon Heather – Seller Lyaner / AAODGCZTGX0E1

Email: amyanlee@outlook.com

Address: Longgangqu Bantianjiedao Bulonglu 168hao, Shenzhen, Guangdong, CN 518000

Please let me know if you need anything further from my end. I have forwarded the Subpoena to DWT as well.

Thank you,

With appreciation,

Paralegal

(She/Her)

Time Zone: Central



NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, transmit, disseminate, or otherwise use the information. Also, please indicate to the sender that you have received this email in error, and delete the copy you received. Thank you.

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LYANER INFRINGEMENT

Copyrighted Photo	Infringer's Photo	Link to Infringing Photo
Copyright VA0002379911 63 Infringing Links		
		https://www.amazon.com/dp/B09HZNNSCR/ref=mweb_up_am_fl_st_na_un_up_sm_web?th=1&psc=1
		https://www.amazon.com/dp/B09HZF9KLK/ref=mweb_up_am_fl_st_na_un_up_sm_web?th=1&psc=1
		https://www.amazon.com/dp/B09HYZN9MW/ref=mweb_up_am_fl_st_na_un_up_sm_web?th=1&psc=1
		https://www.amazon.com/dp/B09HZM56VV/ref=mweb_up_am_fl_st_na_un_up_sm_web?th=1&psc=1

Copyrighted Photo	Infringer's Photo	Link to Infringing Photo
		https://www.amazon.com/dp/B0BJBYKSJT/ref=mweb_up am fl st na un up sm web?th=1&psc=1
		https://www.amazon.com/dp/B09NDF5968/ref=mweb_up am fl st na un up sm web?th=1&psc=1
		https://www.amazon.com/dp/B09NDF1438/ref=mweb_up am fl st na un up sm web?th=1&psc=1
		https://www.amazon.com/dp/B09NDF7MLQ/ref=mweb_u p am fl st na un up sm web?th=1&psc=1
		https://www.amazon.com/dp/B09NDGPMGZ/ref=mweb up am fl st na un up sm web?th=1&psc=1

Copyrighted Photo	Infringer's Photo	Link to Infringing Photo
		https://www.amazon.com/dp/B0BJBW2KMX/ref=mweb_up_am_fl_st_na_un_up_sm_web?th=1&psc=1
		https://www.amazon.com/dp/B0BDR7SSZD/ref=mweb_up_am_fl_st_na_un_up_sm_web?th=1&psc=1
		https://www.amazon.com/dp/B0BDR79Y6Z/ref=mweb_up_am_fl_st_na_un_up_sm_web?th=1&psc=1
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Page 1 of 2

Customer reviews

★★★★☆ 4.0 out of 5

1,362 global ratings

5 star

0%

4 star

14%

3 star

12%

2 star

0%

1 star

12%

View customer reviews and ratings with

Review this product

Share your thoughts with other customers

Write a customer review

Customers say

Customers like the style of the tunic. They mention it's stylish, sophisticated, and easy. However, some customers have reported that the fabric is stretchy and rough on their skin. Opinions differ on the lining, material quality, and stretchiness.

As generated from the best of customer reviews

Select to learn more

Style

Size

Material quality

Stretchiness

Material thickness

Fabric stretchiness

Value for money

Best placement

Reviews with images

See all photos

1

2

Top reviews

Top reviews from the United States

Daryl & Sandy

★★★★★ Beautiful top

Reviewed in the United States on July 25, 2024

Size: X-Large Color: Black Verified Purchase

I've received so many compliments. Great fit.

One person found this helpful

Helpful Report

Hill Ho

★★★★★ Cool and different

Reviewed in the United States on July 10, 2024

Size: Small Color: Black Verified Purchase

This can make a easy concert, or dinner, I think there are a number of ways to dress up down. Just Cool!

One person found this helpful

Helpful Report

Kristen Garcia

★★★★★ Tight fit

Reviewed in the United States on October 16, 2024

Size: Large Color: Black Verified Purchase

Very stylish but runs small.

One person found this helpful

Helpful Report

Customer 1

★★★★★ Itchy material

Reviewed in the United States on October 26, 2024

Size: Large Color: Black Verified Purchase

Itchy material.

One person found this helpful

Helpful Report

Isma

★★★★★ Not what I was expecting

Reviewed in the United States on September 12, 2023

Verified Purchase

The fabric is not soft and definitely cheap and stretched weird but after washing it is ok.

6 people found this helpful

Helpful Report

Ruben

★★★★★ Cut the belt. Problem solved

Reviewed in the United States on January 20, 2025

Size: X-Large Color: Black Verified Purchase

It's stretch sweater material. If you don't wear a Spanx this will not flatter your figure. If you don't have a flattering figure. As for the belt, I think the manufacturer was trying to show a gap. Just cut it off and it will be fine. Be careful where you cut. Cut along the threads and it comes off so better without the belt. Great with jeans or pants. I wish the buttons came in gold as an option, with a gold zipper. Great top. But cut the belt. It shouldn't be there.

29 people found this helpful

Helpful Report

Tracy Baker

★★★★★ Love it!

Reviewed in the United States on November 10, 2023

Size: Large Color: White Verified Purchase

I totally love everything about this top and comfy, but looks amazing and I purchased the black one also, but went down to a medium on the size for that one. The white one was just a little too big for me, but it still looked great! You won't be disappointed

One person found this helpful

Helpful Report

Ms. Smith

★★★★★ The fabric isn't the best but the style is as pictured

Reviewed in the United States on March 2, 2024

Size: Large Color: Purple Verified Purchase

Not bad for a fast minute grab. The fabric is stretchy and the style is as pictured. I purchased the size Amazon recommended and it was a perfect fit. One other complaint. There is only one loop on the side to attach it. I suppose we are to be a knot into that. It would look better attached differently.

11 people found this helpful

Helpful Report

See more reviews

Top reviews from other countries

Guadalupe Acuña

★★★★★ Excelente

Reviewed in Mexico on November 17, 2023

Size: Medium Color: Black Verified Purchase

Bonitas, de mucha calidad. Me encanta

Report

Translate review to English

Salvador

★★★★★ Recomendable

Reviewed in Mexico on October 20, 2023

Size: X-Large Color: Black Verified Purchase

La tela muy buena, lo que al estar más chica que la medida. Hay que pedir una talla más.

Report

Translate review to English

Amador Cordero

★★★★★ Se encantan

Reviewed in Mexico on March 1, 2023

Size: Medium Color: Beige Verified Purchase

Se gasta mucho a mi medida pero ella es según crea talla d de parición

Report

Translate review to English

See more reviews

More items you may like in apparel

L'WARRIOR Women's Basic Sleeveless V Neck High Low Hem Loose Tunic
Cowl Neck Top
\$23.99
Get it as soon as Saturday, Nov 2
FREE Shipping on orders over \$25 shipped by Amazon
Only 3 left in stock - order

L'WARRIOR Women's V Neck Asymmetrical Hem Belt
3/4 Sleeve Tunic
\$11.99
Get it as soon as Thursday, Nov 7
FREE Shipping on orders over \$25 shipped by Amazon

Vintage Women's High Low Cropped Short Sleeve Asymmetrical Hem
Blouse Short Tunic Top
\$24.99
Get it as soon as Saturday, Nov 2
FREE Shipping on orders over \$25 shipped by Amazon

L'WARRIOR Women's Long Sleeve Top V Neck Ruffle
Long Sleeve Casual Blouse Short Tunic
\$17.99
Get it as soon as Thursday, Nov 7
FREE Shipping on orders over \$25 shipped by Amazon
Only 3 left in stock - order

L'WARRIOR Women's Mock Neck Planted Tunic
Long Sleeve Casual Blouse Short Tunic
\$25.99
Get it as soon as Saturday, Nov 2
FREE Shipping on orders over \$25 shipped by Amazon

L'WARRIOR Women's Off Shoulder Ruffle Long
Long Sleeve Casual Blouse Short Tunic
\$24.99
Get it as soon as Saturday, Nov 2
FREE Shipping on orders over \$25 shipped by Amazon

Vintage Women's Casual V Neck Front Short Sleeve
Planted Tunic Top Blouse Short
\$19.99
Get it as soon as Saturday, Nov 2
FREE Shipping on orders over \$25 shipped by Amazon

Best Sellers in Women's Fashion

Page 1 of 2

Clothing, Shoes & Jewelry > Women > Clothing > Tops, Tees & Blouses > Tunics



Visit the LYANER Store
LYANER Women's Sexy Zip Up V Neck Long Sleeve Side Split Asymmetrical Hem Longline Tunic Blouse Top Gray Large

3.8 14 ratings

Currently unavailable.
We don't know when or if this item will be back in stock.

Size Chart
Report an issue with this product or seller

Sponsored

Currently unavailable.
We don't know when or if this item will be back in stock.
Delivering to Henderson 89015 -
Update location

Add to List

Sponsored

Deals on related products Sponsored

Page 1 of 2

KISSMODA 2025 Womens Short Sleeves V Neck Floral Summer Tunic Top Woman...
127
Limited time deal
-48% \$11⁹⁹
List: ~~\$22.99~~

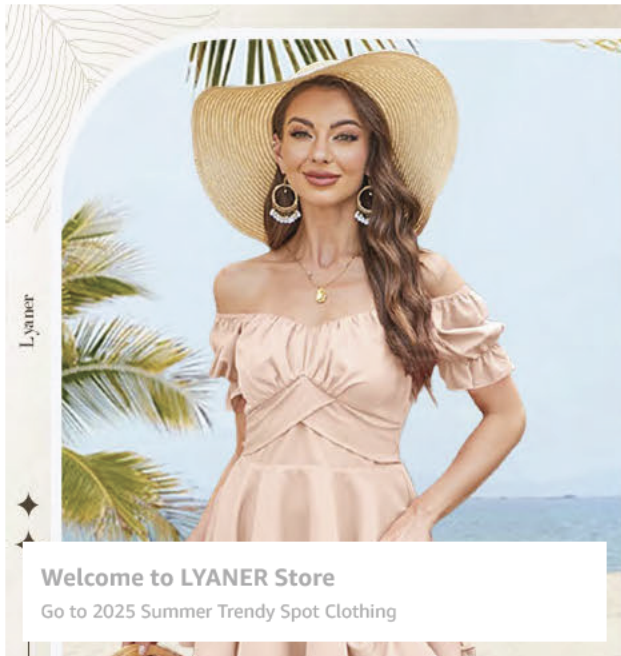
Womens Summer Tops Crewneck Short Sleeve Shirts Casual Chiffon Blouses Flowy Lace H...
3,389
Limited time deal
-47% \$21²⁹
List: ~~\$39.99~~

Women Sexy Tops Cold Shoulder Criss-Cross Long Sleeve Shirt Dressy Casual Hollow Cu...
671
Limited time deal
-26% \$19⁹⁹
Typical: ~~\$26.99~~

3/4 Lenght Sleeve Womens Tops Summer Tops for Women V Neck Blouses Dressy Casual...
870
Limited time deal
-51% \$11⁷²
List: ~~\$23.99~~

Mystry Zone Womens Henley V Neck Casual Blouse Button Down T Shirts Flare and Flowy...
3,377
Ends in 04:03:24
-29% \$14²⁴
Typical: ~~\$19.99~~

From the brand



Welcome to LYANER Store

Go to 2025 Summer Trendy Spot Clothing



Summer Sleeveless

[Visit the Store](#)

Videos

Help others learn more about this product by uploading a video!

[Upload your video](#)

Product details

Package Dimensions : 12.44 x 9.76 x 1.81 inches; 13.12 ounces

Item model number : FBA-01-tee1213390GY1-L

Department : womens

Date First Available : February 19, 2022

ASIN : B09S6LG6PC

Best Sellers Rank: #3,520,939 in Clothing, Shoes & Jewelry (See Top 100 in Clothing, Shoes & Jewelry)

#19,130 in [Women's Tunics](#)

Customer Reviews: 3.8

[14 ratings](#)

Products related to this item Sponsored



INVOLAND Womens Plus Size Long Sleeve Shirts Crewneck Side Split Tunic Tops Basic ...

11

-25% \$14⁹⁹

List: \$49.99

Save 10% with coupon (some sizes/colors)



Yash Gallery Women's Cotton Slub Solid Straight Indian Tunic Tops for Summer

1,507

\$19⁹⁹



BZB Women Polo Shirts Shawl Neck Long Sleeve Tops Tunic Tops to Wear with Leggings

602

\$19⁹⁹

Save 30% with coupon (some sizes/colors)



Womens Tops Long Sleeve Shirts Fall Winter Casual V Neck Button Knit Pullover Light...

18

\$14⁹⁹



AUSELILY Women's Long Sleeve Tunic Top-Casual V Neck Lightweight Fall Shirts With B...

\$14⁹⁹



Womens Long ! Shirts Crewneck Tunic Tops with Front Dressy Ca

14

-32% \$16⁹⁹

List: \$24.99

Save 35% with coupon (some sizes/colors)



Sponsored

Customer reviews
3.8 out of 5



[How customer reviews and ratings work](#)

Review this product

Share your thoughts with other customers

Write a customer review

Top reviews from the United States

- Rose

runs small

Reviewed in the United States on April 1, 2023

Verified Purchase

Cute, fashionable.
Fabric is 100% Polyester. Fabric has no stretch. Felt rough to touch, not smooth.
Runs small. Go up 2 sizes for snug fit. Go up 3 sizes for comfortable fit.

2 people found this helpful

Helpful

Report
- Amazon Customer

Size up

Reviewed in the United States on September 5, 2022

Verified Purchase

This is a very cute top. However, it's not a sweater material as it looks in the picture and I found it to run small so I ordered a size up... I usually wear a large.

14 people found this helpful

Helpful

Report
- TAMEKA GRIFFITHS

Not as shown in the picture. The quality material is awful

Reviewed in the United States on September 8, 2022

Verified Purchase

One person found this helpful

Helpful

Report
- Jess S.

Broke out in hives

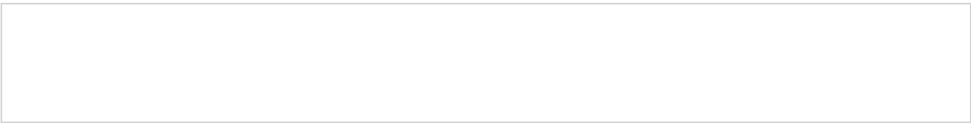
Reviewed in the United States on March 15, 2024

I got the magenta and the color was vibrant. Overall a cute top but I didn't understand the belt. However, something is up with this fabric. I wore it one hour and broke out in itchy hives. That has never happened to me before with clothes. Had to discard it unfortunately.

Helpful

Report

[See more reviews >](#)



Sponsored

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Let Us Help You

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- Your Orders
- Shipping Rates & Policies
- Amazon Prime
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- Recalls and Product Safety Alerts
- Registry & Gift List
- Help

English

United States

Amazon Music
Stream millions of songs

Amazon Ads
Reach customers wherever they spend their time

6pm
Score deals on fashion brands

AbeBooks
Books, art & collectibles

ACX
Audiobook Publishing Made Easy

Sell on Amazon
Start a Selling Account

Veeva
Shipping Software Inventory Management

Amazon Business
Everything For Your Business

Amazon Fresh
Groceries & More Right To Your Door

AmazonGlobal
Ship Orders Internationally

Home Services
Experienced Pros Happiness Guarantee

Amazon Web Services
Scalable Cloud Computing Services

Audible
Listen to Books & Original Audio Performances

Box Office Mojo
Find Movie Box Office Data

Goodreads
Book reviews & recommendations

IMDb
Movies, TV & Celebrities

IMDbPro
Get Info Entertainment Professionals Need

Kindle Direct Publishing
Indie Digital & Print Publishing Made Easy

Amazon Photos
Unlimited Photo Storage Free With Prime

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Shopbop
Designer Fashion Brands

Amazon Resale
Great Deals on Quality Used Products

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eero WiFi
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Blink
Smart Security for Every Home

Neighbors App
Real-Time Crime & Safety Alerts

Amazon
Subscription Boxes Top subscription boxes – right to your door

PillPack
Pharmacy Simplified

Amazon Renewed
Like-new products you can trust

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

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

LYANER,

Defendant.

Case No.: 1:25-cv-12547-JCD-LKM

Honorable Jeremy C. Daniel

Magistrate Laura K. McNally

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

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

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

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

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

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

5. Rotita is a well-known source of women’s clothing in the United States and has been the subject of rampant counterfeit sales through online platforms such as TikTok, Walmart,

Aliexpress, Temu, eBay, Alibaba, and Amazon (the “Platform”), which is the online sales platform at issue in this action. Plaintiff only sells its genuine Rotita brand products through its website rotita.com.

6. Plaintiff seeks an award of statutory damages against the Defendant, LYANER (the “Defaulting Defendant” or “Defendant”) in this action. The Defaulting Defendant is accused of intentionally and willfully infringing Plaintiff’s federally registered copyright asserted in this action, VA0002379911 (the “Copyright Protected Photograph”).

7. It is without question that the Defaulting Defendant has engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Photograph. In this regard, Plaintiff’s copyright protected photographs and images, often representing recent product releases, have appeared on the Defaulting Defendant’s online store maintained with the Amazon Platform (the “Online Stores”).

8. The basic nature of the copyright infringement scheme employed demonstrates that the Defaulting Defendant not only knew of the impropriety of their conduct but had to implement their scheme through sophisticated sources and established supply chains.

9. The Defaulting Defendant has intentionally used the Copyright Protected Photograph for soliciting their competing sales on a Platform that Plaintiff does not, and has not, utilized to sell its authentic products.

10. Plaintiff’s rough estimated gross revenue from United States sales likely exceeds \$20,000,000 USD per year. Of this amount, Plaintiff roughly estimates that over \$1,000,000 is derived from sales in the State of Illinois. Moreover, Plaintiff spends roughly anywhere from \$8,000,000 to \$12,000,000 USD each year to specifically advertise its Rotita brand in the United States through such online advertising sources as Google Ads, Facebook, and Bing. Furthermore,

the company has spent more than \$80,000 in filing fees paid to the United States Copyright Office just to secure registration of copyright protected works being asserted in, currently, over twenty (20) enforcement actions initiated in this judicial district. Simply put, Plaintiff is an extremely successful company that earns millions of dollars from product sales in the United States, including within the State of Illinois. To do so, Plaintiff annually spends tens of millions of dollars advertising in the United States to promote the sale of its brand.

11. I have reviewed Plaintiff's revenue from the Copyright Protected Photograph at issue from Plaintiff's federally registered copyright asserted in this action. The aggregate revenue since 2020 generated from the use of the Copyright Protected Photograph is approximately \$28,000.00. The approximate revenue average provides a reasonable and conservative measure of value for purposes of Plaintiff's request for statutory damages.

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

13. Based on the foregoing, I would estimate that the Defaulting Defendant's Online Store operates at a net profit of between 40% to 50%. I believe that a disgorgement of the Defaulting Defendant's profits would fall within the net profit range. However, it is impossible to definitively calculate the Defaulting Defendant's total sales on the Platform through their Online

Stores or to ascertain their expenses related to their infringing sales because the Defendant has failed to appear, defend, or otherwise participate in this action.

14. The Defaulting Defendant is engaged in the practice of copying Plaintiff's copyright protected product photographs after they are first displayed on the company's website and then associating these photographs with sale and promotion of unauthorized products of substandard quality, thereby deceiving consumers – including the citizens of the State of Illinois.

15. Plaintiff has suffered, and continues to suffer, irreparable harm through the Defaulting Defendant's unauthorized use of its federally registered copyright protected photograph asserted in this action. This results in the direct harm to Plaintiff's brand reputation and loss of consumer goodwill, both of which are harms that are virtually impossible to ascertain the resulting economic loss.

16. I affirm that the information contained in the document is accurate and reflects the facts as they were at the time of its creation.

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

Executed on April 24, 2025, in Hong Kong.

By: /s/ Liangjie Li
LIANGJIE LI

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of April 2026, I electronically filed the foregoing 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 is listed below and provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to third-party, Amazon.

By: /s/ Joseph W. Droter
Joseph W. Droter (Bar No. 6329630)
BAYRAMOGLU LAW OFFICES LLC

Defendant Name	Email Address
LYANER	amyanlee@outlook.com