

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

Wumei Lin,

Plaintiff,

v.

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

Defendants.

Case No. 1:25-cv-13652-ARW-JWA

Honorable Andrea R. Wood

Magistrate Jeannice W. Appenteng

**PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT
AND DEFAULT JUDGMENT AGAINST THE DEFENDANTS**

Plaintiff Wumei Lin. ("Plaintiff") hereby moves for entry of Default and Default Judgment against the following Defendants, The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A, listed below and separately listed in Exhibit 1 to the accompanying Declaration of Joseph W. Droter (the "Droter Decl."). Plaintiff files a Memorandum of Law in support, Declaration of Joseph W. Droter and Declaration of Wumei Lin. Plaintiff's Motion for Entry of Default and Default Judgment disposes of the case.

DATED: January 26, 2026

Respectfully Submitted,

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

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of January 2026, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, TikTok.

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

No.	Seller's Name	Seller's Email
1	HEILUU go 7496160928687360140	fangfengdzswuk@outlook.com
2	BELLE VIE 7496208285756655918	tanjingnan@hibossshop.com
3	Chenxing1996-shop 7496274329545968267	yqfut6409@outlook.com
4	THALAFORGE OUTDOORS 7496235719586646252	519325859@qq.com
5	ZAFUL Fashion Store 7495783951633516914	kikilide888@gmail.com
6	Yotexa-US 7496079374288849496	krystal.t050818@outlook.com
7	Sunny Nook Market 7496270262589098659	405207798@qq.com
8	Barstory 7496222153347926167	405207798@qq.com
9	Spicy Wardrobe 7496096731921877672	270387340@qq.com
10	COCKRELL SHOP LLC 7495887739337280301	valentinebistline@gmail.com
11	love life love flowers 7496162132334382037	z16521717250@163.com
12	Ximonkey 7496111182064814757	xujing840123@163.com

No.	Seller's Name	Seller's Email
13	PopularBeauty 7496203512342415594	tanjingnan@hibosshop.com
14	ShineFast sport 7496267891169659620	840352909@qq.com
15	CampfireCrest 7496185760725174602	ericnahumeiwu@outlook.pt
16	TerraZoom 7496201095983762001	961614697@qq.com
17	Happy little ant 7496162082593213253	389243407@qq.com
18	Jujhdg Shop 7496201036745181884	josefinepujols9771@outlook.com
19	LumaSwim 7496136327419103449	chenmengxiong105@163.com
20	Ywyusu 7496128554233399817	wenroujuanchong@yeah.net
21	plus size women dress 7496222083609430191	737721039@qq.com
22	S elegant 7496204584607321017	mewerital@hotmail.com
23	TrailVibe 7496159032949836484	46636808@qq.com
24	Shuangkong Outdoor 7496217039739127812	1328404123@qq.com
25	zhoukun-shop 7496121904389654856	zinao689298576545@163.com
26	Easy-Bra 7496188673722058905	ngkhaiminhmia666@gmail.com
27	EnergyRun shop 7496250459116899011	tccm0029@outlook.com
28	SPORTS LINE 7496279507678759671	zhytiktok001@163.com
29	BerryVogue 8647068645015065048	xiaogenhua@outlook.com
30	SereneWear2025 7496073786651544537	sophiejlove08@gmail.com
31	Tropic Allure 7496203446133689093	w15333445416@outlook.com
32	Happy Trails 7496259542568503711	1532447055@qq.com
33	JAGGO 7496117950710385282	86000307@qq.com
34	Zlnzshop 7496107935994776230	zrvbvmail@hhac.cc

No.	Seller's Name	Seller's Email
35	Zephyron 7496155683134671586	1406870767@qq.com
36	Itsmehaha 7496202519453600755	dshu764@163.com
37	Bernadette0091 7496260478105127712	a13797275766@outlook.com
38	Lutrystore 7496277243003177816	xieshangluly@126.com
39	Chic Girl shop 7496168337800137033	czw13173441709@163.com
40	Victoryshop2 7496203543797729797	oxaqwy51481331@163.com
41	NovaGear X 7496229001890335630	banrurulu@outlook.com
42	Wu Xiaoqiao's shop 7496036520768604847	errnzv794@163.com
43	Outdoor Equitments 7496094905031429083	hhxtkshop1@outlook.com
44	Speedcheese 7496269470552328611	wzrcgu7@163.com
45	Mengzhao Trading 7496196362259957964	18250253171@163.com
46	lsss shoppp 7496216776377141302	tikls112@outlook.com
47	Weng Chun outdoor sports Shop 7496127453484124413	1139969982@qq.com
48	HZVHGV 7496108957620276164	xianggou7651742@163.com
49	Yutongs 7495501921141884933	ktyg14@outlook.com
50	Yuszasj 7495965613411436944	tanjingnan@hibosshop.com
51	Liulin66 7495908915287984623	mwvhqntkzunq@163.com
52	DSCDLO 7495903947950820070	caqiaolun81@163.com
53	Rnrui 7495867463216498693	hyxa56a@163.com
54	Kaiiio 7495847899820427520	yangmaodaren@126.com
55	Aria Trek shop 7496233449175681354	sluo04812@gmail.com

**IN THE UNITED STATES DISTRICT COURT
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EASTERN DIVISION**

Wumei Lin,

Plaintiff,

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THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
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SCHEDULE "A" HERETO,

Defendants.

Case No. 1:25-cv-13652-ARW-JWA

Honorable Andrea R. Wood

Magistrate Jeannice W. Appenteng

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

Plaintiff Wumei Lin ("Plaintiff") hereby submits this Memorandum of Law in support of its Motion for Entry of Default and Default Judgment (the "Motion") pursuant to Federal Rule of Civil Procedure 55 ("Rule 55") against the Defendants, The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations ("Defaulting Defendants"), which have been separately listed 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 Wumei Lin (the "Lin Decl."), the papers and pleadings on file in this action, and any argument of counsel the Court may entertain. Plaintiff's Motion for entry of Default and Default Judgment disposes of all remaining Defendants.

I. INTRODUCTION

On December 22, 2025, the Court authorized electronic service via email on Defendants [Dkt. No. 20]. Plaintiff completed service on Defendants on January 2, 2026, and filed a Return of Service [Dkt. No. 25]. The deadline to respond to the Complaint was January 23, 2026.

Plaintiff seeks an award of statutory damages pursuant to 17 U.S.C. § 504(c) against the Defaulting Defendants, which Plaintiff requests to be trebled enhanced for their willful infringement to of the federally registered copyright asserted in this action; VA0002441336, VA0002445597, VA0002441715, VA0002409498, VA0002412626, and VA0002426836 (the "Copyright Protected Photographs"). (Droter Decl. ¶ 5.) Plaintiff additionally requests that the Court issue a permanent injunction against the Defaulting Defendants. *See* 17 U.S.C. § 502(a).

II. LEGAL STANDARD

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

III. FACTUAL BACKGROUND

As alleged in the Complaint, here the Defaulting Defendants have publicly displayed unlicensed and unauthorized reproductions of Plaintiff's Copyright Protected Photographs on the TikTok online sales platform (the "Platform") to market and sell competing products using Plaintiff's Copyright Protected Photographs. Thereby deceiving public consumers as to the quality, nature, and source of goods being purchased. (Droter Decl. ¶ 6.) Moreover, the Defaulting Defendants are alleged to be operating as part of a coordinated, sophisticated network that utilizes a common supply chain and manufacturing source to fulfill consumer orders. As of the filing of this Motion, more than twenty-two days (22) have expired since electronic service was effectuated on the Defendants, (Droter Decl. ¶ 4.) To date, the Defaulting Defendants have not answered or

otherwise responded to Plaintiff's Complaint. (*Id.*) Therefore, the Clerk of the Court is compelled to enter default pursuant to Rule 55(a) against the Defaulting Defendants.

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

IV. ARGUMENT

A. Jurisdiction and Venue Are Proper in This Court

This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Federal Copyright Act, 17 U.S.C. § 101, et seq., 28 U.S.C. § 1338(a)--(b) and 28 U.S.C. § 1331. [Dkt. No. 1 at ¶ 7-12.] Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since the Defendants directly target business activities toward consumers in Illinois and causes harm to Plaintiff's business within this judicial district. [Dkt. No. 1 at ¶7-12]; *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 Defendants are subject to personal jurisdiction in this action. [See also Dkt. Nos. 13-8 and 14-1]

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

Pursuant to Rule 55(a), "when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default." Fed. R. Civ. P. 55(a). Plaintiff clearly meets these requirements. Here, Plaintiff filed its Complaint alleging, among other claims, Copyright Infringement (Count I). [1 at ¶ 48-64]. Defendants were properly served with the Complaint, Summons, and all supporting documents via electronic service on January 2, 2026. [Dkt. No. 25] The Defaulting Defendants had twenty-one (21) days to answer or otherwise respond to Plaintiff's Complaint pursuant to Rule 12(a)(1)(A). Here, the Defaulting Defendants were required to answer or otherwise respond to the Complaint on or before January 23, 2026. [*Id.*] As of the filing of this Motion, more than twenty-two (22) days have expired since electronic service was effectuated on the Defendants. (Droter Decl. ¶ 4.) To date, the Defaulting Defendants have not answered or otherwise responded to Plaintiff's Complaint. (*Id.*) Accordingly, the Clerk of the Court is compelled to enter default and default judgment pursuant to Rule 55 against the Defaulting Defendants.

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

A default judgment establishes, as a matter of law, that named, unresponsive Defendants are liable for each cause of action alleged against them in the complaint. *Di Mucci*, 879 F.2d at 1497. When a court determines that a Defendants is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the Defendants are liable as a matter of law as to each cause of action alleged in the complaint upon entry of default judgment. *Black*, 22 F.3d at 1399. Here, more than twenty-one (21) days have passed since Defendants was served,

and no answer or other responsive pleading has been filed by the Defaulting Defendants. *See* Fed. R. Civ. P. 12(a)(1)(A). Therefore, an entry of a default judgment is appropriate.

Moreover, Plaintiff is entitled to the following remedies through the issuance of a default judgment against the Defaulting Defendants: (1) an award of statutory damages and profits against the Defendants for copyright infringement under 17 U.S.C. § 504(c)(1); (2) an award of enhanced statutory damages against the Defaulting Defendants for willful infringement pursuant to 17 U.S.C. § 504(c)(2); (3) entry of a permanent injunction pursuant to 17 U.S.C. § 502(a); and (4) alternatively, entry of a permanent injunction pursuant to 815 ILCS § 510/3. Plaintiff's requested amounts are submitted on a Defendant-by-Defendant analysis attached as **Exhibit 1** to the Droter Declaration.

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

Plaintiff is entitled to such relief for the Defaulting Defendants' infringement of the company's Copyright Protected Photographs, which it maintains was done willfully and intentionally. (Droter Decl. ¶ 12.). A copyright owner is entitled to recover the actual damages suffered for infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. 17 U.S.C. § 504(b). In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work. 17 U.S.C. § 504(b). "[S]tatutory damages have been held to be appropriate on a motion for default judgment because the defaulting party has the information needed to prove actual damages." *White v. Marshall*, 771 F.Supp.2d 952, 956 (E.D. Wis. 2011); *see also Wondie v. Mekuria*, 742 F.Supp.2d 118, 124-25 (D.D.C. 2010); *Lifted Research Grp., Inc. v. Behdad, Inc.*, 591 F.Supp.2d 3, 8 (D.D.C. 2008). In this case at bar,

Plaintiff has asserted a viable claim for infringement of its Copyright Protected Photographs. 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 Photographs in its Complaint [Dkt. No. 1] and has supplied the Court with a summary of all registrations issued by the United States Copyright Office [Dkt. Nos. 1-1 and 2]. Moreover, Plaintiff has set forth considerable factual allegations establishing the Defaulting Defendants have infringed Plaintiff's Copyright Protected Photographs [Dkt Nos. 1-3, 2-2 and 14]. Therefore, the Defaulting Defendants have infringed Plaintiff's Copyright Protected Photographs.

Next, Plaintiff is entitled to an award of statutory damages given the circumstances in this action. An award for 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 Defendants'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 Defendants participating in these proceedings, so that the Court can be provided with the infringer's deductible expenses related to the sale of the competing products associated with the unauthorized use and public display of Plaintiff's Copyright Protected Photographs. *See* 17 U.S.C. § 504(b). As such, there is no verifiable information concerning the Defaulting Defendants' gross infringing sales of their competing products using Plaintiff's copyrights or the associated deductible expenses from same. (Droter Decl. ¶ 7.) Moreover, Plaintiff has suffered, and continues to suffer, irreparable harm through the Defaulting Defendants' unauthorized use of its federally registered copyright protected photographs asserted in this action. (Lin Decl. ¶ 11) This results in the direct harm to Plaintiff's brand reputation and loss of exclusive licenses, both of which are harms that are virtually impossible to ascertain the resulting economic loss. (*Id.*) Therefore, an award of statutory damages is appropriate because actual damages are virtually impossible to prove in this case. *See White*, 771 F.Supp.2d at 956. Given the foregoing circumstances, and the nature of the Defaulting Defendants's conduct, Plaintiff asserts that it is entitled to an award of statutory damages against the Defaulting Defendants and submits an analysis showing the Defaulting Defendants, the copyright infringed, reported sales from TikTok, and the enhanced statutory damages requested. (Droter Decl. ¶ 12, Exhibit. 1.)

In this case, the Defaulting Defendants were provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend. (Droter Decl. ¶ 7). As a result of the Defaulting Defendants' intentional decision not to appear and defend this action, Plaintiff has been deprived of a meaningful opportunity to assess the true nature of its actual damages. (*Id.*) The

Defaulting Defendants have intentionally used the Copyright Protected Images for soliciting their competing product sales without obtaining a license and has never been authorized to use the Copyright Protected Photographs. (Lin Decl. ¶ 8) It is impossible to definitively calculate the Defaulting Defendants's total sales on the Platform through their Online Store or to ascertain their expenses related to their infringing sales because they have failed to appear, defend, or otherwise participate in this action. (*Id.* ¶ 9) These facts unquestionably support Plaintiff's request statutory damages of the infringed Copyright Protected Photographs against the Defaulted Defendants.

The actions of the Defaulting Defendants's infringement clearly support awarding the requested statutory damage award against them. It is without question that the Defaulting Defendants has engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Images. In this regard, Plaintiff's Copyright Protected Photographs, without a license, have appeared on the Defaulting Defendants's online stores maintained with the Platform. (Lin Decl. ¶ 6.) These actions by the Defendants, 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 \$1,000.00 against the Defaulting Defendants per infringed Copyright Protected Image. (Droter Decl. ¶ 12, Ex. 1)

2. Plaintiff is entitled to enhanced statutory damages.

Here, the Defaulting Defendants's infringement clearly supports awarding an enhanced statutory damage award against them. The Defaulting Defendants's infringing conduct in this action are willful and continue to infringe even after notice of the lawsuit, thereby justifying enhanced damages under 17 U.S.C. § 504(c)(2). Defaulting Defendants has engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Photographs (Droter Decl. ¶ 5, 12). Plaintiff's Copyright Protected Photographs, without obtaining a license, have

appeared on the Defaulting Defendants's online store maintained with the TikTok Platform. (Lin Decl. ¶ 6.) The Defaulting Defendants have clearly been operating their online stores using the unauthorized and unlicensed Copyright Protected Photographs. Upon information and belief, the Defaulting Defendants have been acting through their network to actively monitor and post information on the Plaintiff's pending cases on the website www.SellerDefense.cn. (Droter Decl. ¶ 8.) This has apparently been done to advise Defendants in all pending actions of Plaintiff's successful prosecution of its claims, and the viability of appearing and asserting potential defenses. (*Id.*) These circumstances reveal an overall common scheme the Defaulting Defendants, to simply cut their losses where Plaintiff has a high likelihood of success, abandon any online storefront, and bask in the security that any judgment issued against them will almost certainly not be collectable in the Republic of China. (Droter Decl. ¶ 8.) Such circumstances support awarding Plaintiff for enhanced statutory damages in this action. *See Chi-Boy Music*, 930 F.2d at 1229.

The facts presented further support awarding the enhanced statutory damages against the Defaulting Defendants on the grounds that they should serve as a deterrent to future conduct. *Id.* at 1229-30. Here, the Defaulting Defendants are watching the results of Plaintiff's copyright infringement enforcement actions in this judicial district. (Droter Decl. ¶ 8.) To maximize the deterrent effect of the Court's anticipated default and default judgment, Plaintiff is asking that enhanced statutory damages be imposed on the Defaulting Defendants for each alleged infringement of the Copyright Protected Photographs (*Id.* ¶ 9). The Defaulting Defendants 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 Defendants, and all other similar infringers, that they will incur

substantial liability for their actions. In doing so, hopefully the Defaulting Defendants, or other similar infringers monitoring this case, will post this anticipated award on the www.SellerDefense.cn website as notice of the consequences for their intentional, and orchestrated actions.

Here, Plaintiff respectfully requests the Court enter an award of statutory damages against the Defaulted Defendants per infringed Copyright Protected Photograph, which should be enhanced for willful infringement by Defaulted Defendants per infringed Copyright Protected Work, pursuant to 17 U.S.C. § 504(c)(2). A request analysis is provided as **Exhibit 1** to the Droter Declaration. (Droter Decl. ¶ 12, Exhibit 1).

3. Plaintiff is entitled to a permanent injunction.

Next, Plaintiff is entitled to entry of a permanent injunction against the Defaulting Defendants. This request is justified under 17 U.S.C. § 502(a).

This provision allows courts to issue such relief on terms deemed reasonable to protect the rights of copyright holders. 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. For example, in *Virgin Records Am. Inc. v. Johnson*, the court granted a permanent injunction under § 502(a) due to the Defendants's failure to respond and the likelihood of continued infringement, emphasizing the public interest in upholding copyright protections. *Virgin Records Am. Inc. v. Johnson*, 441 F. Supp. 2d 963. Here, Defaulting Defendants have elected to not appear or respond to the lawsuit and therefore shows a likelihood they will continue infringement absent a permanent injunction.

Courts in the 7th Circuit have also applied the four-factor test for injunctive relief, requiring plaintiffs to show irreparable harm, inadequacy of legal remedies, a balance of hardships favoring

the plaintiff, and that the injunction serves the public interest. 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 a valid copyright claim against Defaulting Defendants, which has a presumption of irreparable harm in this case. Additionally, permanently enjoining the copyright infringement will ensure that public interest is met, by preventing any future, continued infringement of the Copyrighted Images.

As such, Plaintiff's right to permanent injunctive relief under 17 U.S.C. § 502(a), is uncontested and supported by the substantial evidentiary record previously provided to the Court. Accordingly, Plaintiff is entitled to issuance of permanent injunctive relief against the Defaulting Defendants.

V. CONCLUSION

Under Rule 55(b)(2), Plaintiff respectfully requests this Court for entry of a default judgment finding the Defaulting Defendants liable on all counts asserted in Plaintiff's Complaint. [Dkt. No. 1] These asserted counts include claims for Copyright Infringement (Count I) [1 at 48-64.] In granting its request, Plaintiff asks the Court to award the following: (1) statutory damages per Defaulting Defendants per infringed Copyright pursuant to 17 U.S.C. § 504(c)(1) as requested in Exhibit 1 to the Droter Decl.; (2) enhanced statutory damages against the Defaulting Defendants per infringed Copyright Protected Photographs based on their willful infringement pursuant to 17 U.S.C. § 504(c)(2); (3) issuance of a permanent injunction against the Defaulting Defendants pursuant to 17 U.S.C. § 502(a); and (4) such other relief as the Court deems just and proper.

DATED: January 26, 2026

Respectfully Submitted,

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

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of January 2026, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, TikTok.

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

No.	Seller's Name	Seller's Email
1	HEILUU go 7496160928687360140	fangfengdzswuk@outlook.com
2	BELLE VIE 7496208285756655918	tanjingnan@hibossshop.com
3	Chenxing1996-shop 7496274329545968267	yqfut6409@outlook.com
4	THALAFORGE OUTDOORS 7496235719586646252	519325859@qq.com
5	ZAFUL Fashion Store 7495783951633516914	kikilide888@gmail.com
6	Yotexa-US 7496079374288849496	krystal.t050818@outlook.com
7	Sunny Nook Market 7496270262589098659	405207798@qq.com
8	Barstory 7496222153347926167	405207798@qq.com
9	Spicy Wardrobe 7496096731921877672	270387340@qq.com
10	COCKRELL SHOP LLC 7495887739337280301	valentinebistline@gmail.com
11	love life love flowers 7496162132334382037	z16521717250@163.com
12	Ximonkey 7496111182064814757	xujing840123@163.com

No.	Seller's Name	Seller's Email
13	PopularBeauty 7496203512342415594	tanjingnan@hibosshop.com
14	ShineFast sport 7496267891169659620	840352909@qq.com
15	CampfireCrest 7496185760725174602	ericnahumeiwu@outlook.pt
16	TerraZoom 7496201095983762001	961614697@qq.com
17	Happy little ant 7496162082593213253	389243407@qq.com
18	Jujhdg Shop 7496201036745181884	josefinepujols9771@outlook.com
19	LumaSwim 7496136327419103449	chenmengxiong105@163.com
20	Ywyusu 7496128554233399817	wenroujuanchong@yeah.net
21	plus size women dress 7496222083609430191	737721039@qq.com
22	S elegant 7496204584607321017	mewerital@hotmail.com
23	TrailVibe 7496159032949836484	46636808@qq.com
24	Shuangkong Outdoor 7496217039739127812	1328404123@qq.com
25	zhoukun-shop 7496121904389654856	zinao689298576545@163.com
26	Easy-Bra 7496188673722058905	ngkhaiminhmia666@gmail.com
27	EnergyRun shop 7496250459116899011	tccm0029@outlook.com
28	SPORTS LINE 7496279507678759671	zhytiktok001@163.com
29	BerryVogue 8647068645015065048	xiaogenhua@outlook.com
30	SereneWear2025 7496073786651544537	sophiejlove08@gmail.com
31	Tropic Allure 7496203446133689093	w15333445416@outlook.com
32	Happy Trails 7496259542568503711	1532447055@qq.com
33	JAGGO 7496117950710385282	86000307@qq.com
34	Zlnzshop 7496107935994776230	zrvbvmail@hhac.cc

No.	Seller's Name	Seller's Email
35	Zephyron 7496155683134671586	1406870767@qq.com
36	Itsmehaha 7496202519453600755	dshu764@163.com
37	Bernadette0091 7496260478105127712	a13797275766@outlook.com
38	Lutrystore 7496277243003177816	xieshangluly@126.com
39	Chic Girl shop 7496168337800137033	czw13173441709@163.com
40	Victoryshop2 7496203543797729797	oxaqwy51481331@163.com
41	NovaGear X 7496229001890335630	banrurulu@outlook.com
42	Wu Xiaoqiao's shop 7496036520768604847	errnzv794@163.com
43	Outdoor Equitments 7496094905031429083	hhxtkshop1@outlook.com
44	Speedcheese 7496269470552328611	wzrcgu7@163.com
45	Mengzhao Trading 7496196362259957964	18250253171@163.com
46	Isss shopp 7496216776377141302	tikls112@outlook.com
47	Weng Chun outdoor sports Shop 7496127453484124413	1139969982@qq.com
48	HZVHGV 7496108957620276164	xianggou7651742@163.com
49	Yutongs 7495501921141884933	ktyg14@outlook.com
50	Yuszasj 7495965613411436944	tanjingnan@hibosshop.com
51	Liulin66 7495908915287984623	mwvqhntkzunq@163.com
52	DSCDLO 7495903947950820070	caqiaolun81@163.com
53	Rnrui 7495867463216498693	hyxa56a@163.com
54	Kaiiio 7495847899820427520	yangmaodaren@126.com
55	Aria Trek shop 7496233449175681354	sluo04812@gmail.com

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

Wumei Lin,

Plaintiff,

v.

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

Defendants.

Case No. 1:25-cv-13652-ARW-JWA

Honorable Andrea R. Wood

Magistrate Jeannice W. Appenteng

**DECLARATION OF JOSEPH W. DROTER IN SUPPORT OF
MOTION FOR ENTRY OF DEFAULT AND 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 Defendants, The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A, ("Defaulting Defendants"), which have been separately listed in **Exhibit 1** to this Declaration.

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

4. I hereby certify that the Defaulting Defendants (as defined in the accompanying Memorandum) have failed to plead or otherwise defend this action within twenty-one (21) days after being served with the Summons and Complaint in this action in violation of Federal Rule of Civil Procedure 12(a)(1)(A). Specifically, the Defendants were served with copies of the Summons and Complaint via electronic service authorized by the Court on January 2, 2026, which is reflected in the Return of Summons filed in this case. [Dkt. No. 25]. As of the filing of this Motion, more than twenty-two (22) days have expired since electronic service was effectuated on the Defendants. The Defaulting Defendants have not answered or otherwise responded to Plaintiff's Complaint in this action.

5. Plaintiff's asserted claims for relief in this action involve the intentional, willful infringement of the Federally Registered Copyrights; VA0002441336, VA0002445597, VA0002441715, VA0002409498, VA0002412626, and VA0002426836 (the "Copyright Protected Photographs").

6. As alleged in the Complaint, the Defaulting Defendants have displayed, without authorization, the Copyright Protected Photographs on the TikTok online sales platform (the "Platform") to market and sell competing products using Plaintiff's authentic Copyright Protected Photographs through their online stores (the "Online Stores"), thereby deceiving public consumers as to the quality, nature, and source of goods being purchased.

7. Plaintiff is entitled to statutory damages in this action as described in **Exhibit 1** to this Declaration, which shows the Statutory Damages Request based on the copyright infringement, sales reported by TikTok, and Enhanced Statutory Damages Request. First, the Defaulting Defendants were provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend this action. As a result of the Defaulting Defendants'

intentional decision not to appear and defend this action, Plaintiff has been deprived of a meaningful opportunity to assess the true nature of its actual damages. This uncertainty supports Plaintiff's requested statutory damages against the Defaulting Defendants.

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

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

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

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

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

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

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

Executed this 26th day of January 2026, in Chicago, Illinois.

By: /s/ Katherine Kuhn
Katherine Kuhn, Esq.
BAYRAMOGLU LAW OFFICES, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of January 2026, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, TikTok.

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

No.	Seller's Name	Seller's Email
1	HEILUU go 7496160928687360140	fangfengdzswuk@outlook.com
2	BELLE VIE 7496208285756655918	tanjingnan@hibossshop.com
3	Chenxing1996-shop 7496274329545968267	yqfut6409@outlook.com
4	THALAFORGE OUTDOORS 7496235719586646252	519325859@qq.com
5	ZAFUL Fashion Store 7495783951633516914	kikilide888@gmail.com
6	Yotexa-US 7496079374288849496	krystal.t050818@outlook.com
7	Sunny Nook Market 7496270262589098659	405207798@qq.com
8	Barstory 7496222153347926167	405207798@qq.com
9	Spicy Wardrobe 7496096731921877672	270387340@qq.com
10	COCKRELL SHOP LLC 7495887739337280301	valentinebistline@gmail.com
11	love life love flowers 7496162132334382037	z16521717250@163.com
12	Ximonkey 7496111182064814757	xujing840123@163.com

No.	Seller's Name	Seller's Email
13	PopularBeauty 7496203512342415594	tanjingnan@hibosshop.com
14	ShineFast sport 7496267891169659620	840352909@qq.com
15	CampfireCrest 7496185760725174602	ericnahumeiwu@outlook.pt
16	TerraZoom 7496201095983762001	961614697@qq.com
17	Happy little ant 7496162082593213253	389243407@qq.com
18	Jujhdg Shop 7496201036745181884	josefinepujols9771@outlook.com
19	LumaSwim 7496136327419103449	chenmengxiong105@163.com
20	Ywyusu 7496128554233399817	wenroujuanchong@yeah.net
21	plus size women dress 7496222083609430191	737721039@qq.com
22	S elegant 7496204584607321017	mewerital@hotmail.com
23	TrailVibe 7496159032949836484	46636808@qq.com
24	Shuangkong Outdoor 7496217039739127812	1328404123@qq.com
25	zhoukun-shop 7496121904389654856	zinao689298576545@163.com
26	Easy-Bra 7496188673722058905	ngkhaiminhmia666@gmail.com
27	EnergyRun shop 7496250459116899011	tccm0029@outlook.com
28	SPORTS LINE 7496279507678759671	zhytiktok001@163.com
29	BerryVogue 8647068645015065048	xiaogenhua@outlook.com
30	SereneWear2025 7496073786651544537	sophiejlove08@gmail.com
31	Tropic Allure 7496203446133689093	w15333445416@outlook.com
32	Happy Trails 7496259542568503711	1532447055@qq.com
33	JAGGO 7496117950710385282	86000307@qq.com
34	Zlnzshop 7496107935994776230	zrvbvmail@hhac.cc

No.	Seller's Name	Seller's Email
35	Zephyron 7496155683134671586	1406870767@qq.com
36	Itsmehaha 7496202519453600755	dshu764@163.com
37	Bernadette0091 7496260478105127712	a13797275766@outlook.com
38	Lutrystore 7496277243003177816	xieshangluly@126.com
39	Chic Girl shop 7496168337800137033	czw13173441709@163.com
40	Victoryshop2 7496203543797729797	oxaqwy51481331@163.com
41	NovaGear X 7496229001890335630	banrurulu@outlook.com
42	Wu Xiaoqiao's shop 7496036520768604847	errnzv794@163.com
43	Outdoor Equitments 7496094905031429083	hhxtkshop1@outlook.com
44	Speedcheese 7496269470552328611	wzrcgu7@163.com
45	Mengzhao Trading 7496196362259957964	18250253171@163.com
46	lsss shopp 7496216776377141302	tikls112@outlook.com
47	Weng Chun outdoor sports Shop 7496127453484124413	1139969982@qq.com
48	HZVHGV 7496108957620276164	xianggou7651742@163.com
49	Yutongs 7495501921141884933	ktyg14@outlook.com
50	Yuszasj 7495965613411436944	tanjingnan@hibosshop.com
51	Liulin66 7495908915287984623	mwvhqntkzunq@163.com
52	DSCDLO 7495903947950820070	caqiaolun81@163.com
53	Rnrui 7495867463216498693	hyxa56a@163.com
54	Kaiio 7495847899820427520	yangmaodaren@126.com
55	Aria Trek shop 7496233449175681354	sluo04812@gmail.com

Exhibit 1

Wumei Lin v. The Individuals, Corporations, Limited Liability Companies, Partnerships and
Unincorporated Associations Identified in Schedule A
1:25-cv-13652 Defaulting Defendants

Def. No.	Seller Name/TikTok Store ID	Copyright Infringed	Revenue (per TikTok)	Statutory Request	Enhanced for Willfulness Request
1	HEILUU go 7496160928687360140	VA0002441336	-	\$1,000	\$3,000
2	BELLE VIE 7496208285756655918	VA0002441336	-	\$1,000	\$3,000
3	Chenxing1996-shop 7496274329545968267	VA0002441336	-	\$1,000	\$3,000
4	THALAFORGE OUTDOORS 7496235719586646252	VA0002441336	-	\$1,000	\$3,000
5	ZAFUL Fashion Store 7495783951633516914	VA0002441336	\$44.35	\$1,000	\$3,000
6	Yotexa-US 7496079374288849496	VA0002441336	-	\$1,000	\$3,000
7	Sunny Nook Market 7496270262589098659	VA0002441336	-	\$1,000	\$3,000
8	Barstory 7496222153347926167	VA0002441336	\$83.72	\$1,000	\$3,000
9	Spicy Wardrobe 7496096731921877672	VA0002445597	\$61.18	\$1,000	\$3,000
10	COCKRELL SHOP LLC 7495887739337280301	VA0002445597	\$57.50	\$1,000	\$3,000
11	love life love flowers 7496162132334382037	VA0002445597	-	\$1,000	\$3,000
12	Ximonkey 7496111182064814757	VA0002445597	-	\$1,000	\$3,000
13	PopularBeauty 7496203512342415594	VA0002445597	\$37.19	\$1,000	\$3,000
14	ShineFast sport 7496267891169659620	VA0002445597	-	\$1,000	\$3,000
15	CampfireCrest 7496185760725174602	VA0002445597	-	\$1,000	\$3,000
16	TerraZoom 7496201095983762001	VA0002445597	-	\$1,000	\$3,000
17	Happy little ant 7496162082593213253	VA0002441715	-	\$1,000	\$3,000
18	Jujhdg Shop 7496201036745181884	VA0002441715	-	\$1,000	\$3,000
19	LumaSwim 7496136327419103449	VA0002441715	-	\$1,000	\$3,000

Wumei Lin v. The Individuals, Corporations, Limited Liability Companies, Partnerships and
Unincorporated Associations Identified in Schedule A

1:25-cv-13652 Defaulting Defendants

Def. No.	Seller Name/TikTok Store ID	Copyright Infringed	Revenue (per TikTok)	Statutory Request	Enhanced for Willfulness Request
20	Ywyusu 7496128554233399817	VA0002441715	-	\$1,000	\$3,000
21	plus size women dress 7496222083609430191	VA0002441715	-	\$1,000	\$3,000
22	S elegant 7496204584607321017	VA0002441715	-	\$1,000	\$3,000
23	TrailVibe 7496159032949836484	VA0002441715	-	\$1,000	\$3,000
24	Shuangkong Outdoor 7496217039739127812	VA0002441715	-	\$1,000	\$3,000
25	zhoukun-shop 7496121904389654856	VA0002441715	-	\$1,000	\$3,000
26	Easy-Bra 7496188673722058905	VA0002409498	-	\$1,000	\$3,000
27	EnergyRun shop 7496250459116899011	VA0002409498	-	\$1,000	\$3,000
28	SPORTS LINE 7496279507678759671	VA0002409498	-	\$1,000	\$3,000
29	BerryVogue 8647068645015065048	VA0002409498	\$29,048.91	\$25,000	\$75,000
30	SereneWear2025 7496073786651544537	VA0002409498	\$25.00	\$1,000	\$3,000
31	Tropic Allure 7496203446133689093	VA0002409498	-	\$1,000	\$3,000
32	Happy Trails 7496259542568503711	VA0002409498	-	\$1,000	\$3,000
33	JAGGO 7496117950710385282	VA0002409498	-	\$1,000	\$3,000
34	Zlnzshop 7496107935994776230	VA0002409498	-	\$1,000	\$3,000
35	Zephyron 7496155683134671586	VA0002409498	\$120.88	\$1,000	\$3,000
36	Itsmehaha 7496202519453600755	VA0002409498	-	\$1,000	\$3,000
37	Bernadette0091 7496260478105127712	VA0002409498	-	\$1,000	\$3,000
38	Lutrystore 7496277243003177816	VA0002409498	-	\$1,000	\$3,000
39	Chic Girl shop 7496168337800137033	VA0002409498	-	\$1,000	\$3,000

Wumei Lin v. The Individuals, Corporations, Limited Liability Companies, Partnerships and
Unincorporated Associations Identified in Schedule A
1:25-cv-13652 Defaulting Defendants

Def. No.	Seller Name/TikTok Store ID	Copyright Infringed	Revenue (per TikTok)	Statutory Request	Enhanced for Willfulness Request
40	Victoryshop2 7496203543797729797	VA0002409498	-	\$1,000	\$3,000
41	NovaGear X 7496229001890335630	VA0002409498	\$58.32	\$1,000	\$3,000
42	Wu Xiaoqiao's shop 7496036520768604847	VA0002409498	-	\$1,000	\$3,000
43	Outdoor Equitments 7496094905031429083	VA0002412626	-	\$1,000	\$3,000
44	Speedcheese 7496269470552328611	VA0002412626	-	\$1,000	\$3,000
45	Mengzhao Trading 7496196362259957964	VA0002412626	-	\$1,000	\$3,000
46	lsss shopp 7496216776377141302	VA0002412626	-	\$1,000	\$3,000
47	Weng Chun outdoor sports Shop 7496127453484124413	VA0002412626	-	\$1,000	\$3,000
48	HZVHGV 7496108957620276164	VA0002412626	-	\$1,000	\$3,000
49	Yutongs 7495501921141884933	VA0002412626	\$132.08	\$1,000	\$3,000
50	Yuszasj 7495965613411436944	VA0002412626	-	\$1,000	\$3,000
51	Liulin66 7495908915287984623	VA0002412626	\$165.25	\$1,000	\$3,000
52	DSCDLO 7495903947950820070	VA0002412626	\$29.20	\$1,000	\$3,000
53	Rnrui 7495867463216498693	VA0002412626	-	\$1,000	\$3,000
54	Kaiio 7495847899820427520	VA0002412626	\$14.39	\$1,000	\$3,000
55	Aria Trek shop 7496233449175681354	VA0002412626	\$16.73	\$1,000	\$3,000
			TOTAL	\$79,000	\$237,000