

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

Shenzhen Duoleduo Technology Co. Ltd.,

Plaintiff,

v.

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

Defendants.

Case No. 1:25-cv-13392-JIC

Honorable Jeffrey I. Cummings

Magistrate Gabriel A. Fuentes

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

COMES NOW, Plaintiff Shenzhen Duoleduo Technology Co. Ltd. (“Plaintiff”), by and through its counsel, pursuant to Federal Rule of Civil Procedure 55(a) and (b)(2) and submits its Motion for Entry of Default and Default Judgment against certain Defendant identified in Schedule “A” to the Complaint, specifically Defendant Nos. 1 Elegant Crafts, 2 DTE Shop USA, 3 InvestFun, 4 doowroodni, 5, Yopnoyik, and 6 RMOKA-US, (the “Defaulting Defendants”).

Plaintiff respectfully moves this Court for an order entering default and default judgment against the Defaulting Defendants, who have neither answered nor responded to Plaintiff’s Complaint, and finding that Defaulting Defendants are liable on all counts of Plaintiff’s Complaint. Fed. R. Civ. P. 55(a) and (b)(2). Plaintiff further seeks an award of disgorgement of the Defaulting Defendants’ profits for willful patent infringement against Defaulting Defendants for use of U.S. Design Patent Nos. D1,062,965 entitled Climbing Structure (the “D’965 Patent”) and D1,091,741

entitled Climbing Frame (the “D’741 Patent”, and collectively with the D’965 Patent the “Asserted Patents”) in products sold through each of the Defaulting Defendants’ Internet Stores.

Rule 55(a) of the Federal Rules of Civil Procedure authorizes entry of default against parties who fail to plead or otherwise defend and that is attested to by affidavit. Rule 55(b)(2) of the Federal Rules of Civil Procedure provides for a court-ordered default judgment. When the Court determines that a defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the defendants are liable as a matter of law as to each cause of action alleged in the complaint. *See Black v. Lane*, 22 F.3d 1395, 1399 (7th Cir. 1994); *United States v. Di Mucci*, 879 F.2d 1488, 1497 (7th Cir. 1989).

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

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

DATED this 2nd day of January 2026.

Bayramoglu Law Offices, LLC

/s/ William R. Brees

William R. Brees (FL Bar No. 98886)

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

Chicago, IL 60606

T: (702) 462-597 | F: (702) 553-3404

william@bayramoglu-legal.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd 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>.

By: /s/ William R. Brees
William R. Brees (FL Bar No. 98886)
BAYRAMOGLU LAW OFFICES LLC
233 S. Wacker Drive, 44th Floor, #57
Chicago, IL 60606
Tel: (702) 462-5973 Fax: (702) 553-3404
William@bayramoglu-legal.com
Attorneys for Plaintiff

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

Shenzhen Duoleduo Technology Co. Ltd.,

Plaintiff,

v.

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

Defendants.

Case No. 1:25-cv-13392-JIC

Honorable Jeffrey I. Cummings

Magistrate Gabriel A. Fuentes

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

Plaintiff Shenzhen Duoleduo Technology Co. Ltd. ("Plaintiff"), by and through its counsel, submits the following memorandum in support of its Motion for Entry of Default and Default Judgment pursuant to Federal Rule of Civil Procedure 55(a) and (b). Plaintiff respectfully moves the Court for an entry of Default and Default Judgment against a single Defaulting Defendant identified in Schedule "A" to the Complaint, Defendant Nos. 1 Elegant Crafts, 2 DTE Shop USA, 3 InvestFun, 4 doowroodni, 5, Yopnoyik, and 6 RMOKA-US (the "Defaulting Defendants") in Plaintiff's action for willful infringement of U.S. Design Patent Nos. D1,062,965 entitled Climbing Structure (the "D'965 Patent") and D1,091,741 entitled Climbing Frame (the "D'741 Patent", and collectively with the D'965 Patent the "Asserted Patents"). The Defaulting Defendants refers to those Defendants who have not been voluntarily dismissed from the case and who have not filed an answer to the Complaint. *See* the Declaration of William R. Brees (the "Brees Decl.") ¶ 2 and **Exhibit 1** to the Brees Decl.

I. STATEMENT OF FACTS

Plaintiff is the assignee of the Asserted Patents and filed this patent infringement action pursuant to 35 U.S.C. § 1, et seq. against Defendants identified in Schedule A. Defaulting Defendants are individuals and/or business entities of unknown makeup who own and/or operate one or more of the e-commerce stores under at least the seller aliases identified in Schedule A (collectively, the “Seller Aliases”). [Dkt. Nos. 1, 1-1, 2-1]. The Defaulting Defendants target sales to Illinois residents by setting up and operating e-commerce stores that target U.S. consumers using one or more Seller Aliases, offer shipping to the U.S., including Illinois, accept payment in U.S. dollars and have sold products, including, climbing structure/frame pickler products (the “Accused Products”) to residents of Illinois. [Dkt. No. 1 ¶¶ 30-37]. Additional factual assertions regarding the Defaulting Defendant in Paragraphs 23-33 of the Complaint are incorporated herein. *Id.* at ¶¶ 23-33.

Plaintiff filed the present suit on October 31, 2025 [Dkt. No. 1]. The case was assigned to the Honorable Jeffrey I. Cummings. The Court granted Plaintiff’s Motion for Temporary Restraining Order (“TRO”) on November 24, 2025 [Dkt. No. 20], and Plaintiff’s Motion to Extend the TRO on December 5, 2025 [Dkt. No. 25]. The Court issued a summons as to Defendants “The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified on Schedule A” on December 3, 2025, which Plaintiff returned executed on December 4, 2025. [Dkt. Nos. 21 and 24].

At this stage, Plaintiff is asking the Court for an entry of default and an order for default judgment against the Defaulting Defendants. An entry of default only requires a showing that the Defendants have failed to plead or otherwise defend against the judgment and other affirmative relief sought. Fed. R. Civ. P. 55(a). Plaintiff served the Summons on the Defaulting Defendants, via electronic service December 4, 2025. As of today, the Defaulting Defendant has failed to file

an answer within twenty-one (21) days of the service and are in default. Indeed, approximately Twenty-nine (29) days have passed since the Defaulting Defendants was served with Plaintiff's Complaint and Summons. The Order Granting Motion for Electronic Service of Process permitted Plaintiff to complete service of process to Defendants by electronically publishing a link to the Complaint, the TRO, and other relevant documents on a website and by sending an e-mail with the same documents attached to the e-mail addresses identified by the online platform Amazon.com (the "Amazon") as shown in **Exhibit 1** to the Brees Declaration and any e-mail addresses provided for Defendants by other third parties that includes a link to said website. [Dkt. No. 19]. The Defaulting Defendants have not filed an answer or otherwise pled in this action. *See* Brees Decl. at ¶ 2.

By choosing not to participate in this case, the Defaulting Defendants have failed to produce any documents or information: (1) identifying each and every domain name, online marketplace account and/or financial accounts used by the Defaulting Defendant, including the owner(s) and/or operator(s) of each Online Marketplace; (2) showing costs, cost allocations, revenues, and profits of the Defaulting Defendants; or (3) relating to each and every sale that the Defaulting Defendants have made relating to the Asserted Patents and/or the Accused Products, including records of the products purchased, the sale prices, images of the products, records of suppliers and manufacturers of the products, records of steps taken by Defaulting Defendants to determine whether such products were new or genuine, and records of investigation notes regarding purchase of the products, including the identity of the person(s) responsible for such investigation. Limited information provided by Amazon for the Defaulting Defendants indicates that the amount currently restrained in Defaulting Defendants' known financial accounts with restrained amounts ranges from \$0.00 to \$152,288.27. Brees Decl. at ¶ 7. Additionally, the limited information provided by Amazon indicates that the known revenue

generated by the Defaulting Defendant from the sale of the specific Accused Product listings reported by Plaintiff is from at least \$98,162.90 to at least \$5,054,577.88. *Id.* at ¶ 8. Plaintiff does not have any infringing sales information for other potential Accused Products sold by the Defaulting Defendants.

Pursuant to Federal Rule of Civil Procedure 55(a) and (b)(2), Plaintiff now moves this Court for an Order entering default and default judgment finding that Defaulting Defendants are liable on Count 1 of Plaintiff's Complaint. Fed. R. Civ. P. 55(a) and (b)(2). Plaintiff also seeks entry of a permanent injunction prohibiting Defaulting Defendants from selling Accused Products. Plaintiff further requests that the Court award damages in an amount equal to the profits realized by the Defaulting Defendants from the sale of infringing products, which is at least \$8,020,259.91 and allow assets in Defaulting Defendants' financial accounts, including those operated by Amazon, as well as any newly discovered assets, be transferred to Plaintiff.

II. ARGUMENT

A. JURISDICTION AND VENUE ARE PROPER IN THIS COURT

This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Patent Act, 35 U.S.C. § 11, *et seq.*, 28 U.S.C. § 1338(a)-(b) and 28 U.S.C. § 1331. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over the Defaulting Defendants since the Defaulting Defendants directly target business activities toward consumers in Illinois and causes harm to Plaintiff's business within this Judicial District. *See* [Dkt. No. 1] at ¶¶ 1-5; *uBID, Inc. v. GoDaddy Grp., Inc.* 623 F.3d 421, 423-24 (7th Cir. 2010) (without benefit of an evidentiary hearing, plaintiff bears only the burden of making a *prima facie* case for personal jurisdiction; all of plaintiff's asserted facts should be accepted as true and any factual determinations should be resolved in its favor).

Through at least the fully interactive, e-commerce stores operating under the Seller Aliases, the Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and, on information and belief, has sold Accused Products to consumers in the United States, including the State of Illinois. [Dkt. No. 1] at ¶¶ 34-41. Personal jurisdiction exists over the Defaulting Defendants since they directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive e-commerce stores under the Seller Aliases through which Illinois residents can purchase Accused Products. *Id.* See *Monster Energy Co. v. Chen Wensheng, et al.*, 2015 U.S. Dist. LEXIS 132283, at *11 (N.D. Ill. Sept. 29, 2015).

B. PLANTIFF HAS MET THE REQUIREMENTS FOR ENTRY OF DEFAULT

Pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, “when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party’s default.” Fed. R. Civ. P. 55(a). On October 31, 2025, Plaintiff filed its Complaint alleging federal patent infringement of the Asserted Patents pursuant to 35 U.S.C. § 271 (Count I); and Unjust Enrichment under Illinois State Common Law (Count II) [Dkt. No. 1]. The Defaulting Defendants were properly served with the Complaint on December 4, 2025. [Dkt. No. 24]. Despite having been served with process, the Defaulting Defendants have not filed an answer or otherwise pled in this action. (Brees Decl. at ¶ 4). On information and belief, the Defaulting Defendant are not active-duty members of the U.S. armed forces. *Id.* at ¶ 6. Accordingly, Plaintiff asks for entry of default against the Defaulting Defendants.

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

Rule 55(b)(2) of the Federal Rules of Civil Procedure provides for a court-ordered default judgment. A default judgment establishes, as a matter of law, that defendants are liable to plaintiff on each cause of action alleged in the complaint. *United States v. Di Mucci*, 879 F.2d 1488, 1497 (7th Cir. 1989). When the Court determines that a defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the defendants are liable as a matter of law as to each cause of action alleged in the complaint. *Black v. Lane*, 22 F.3d 1395, 1399 (7th Cir. 1994).

As noted above, Plaintiff served Defaulting Defendants on December 4, 2025. [Dkt. No. 24]. The answer deadline of December 26, 2025, has passed, and no answer or other responsive pleading has been filed by any of the Defaulting Defendants. *See* Fed. R. Civ. P. 12(a)(1)(A). Accordingly, default judgment is appropriate, and pursuant to 35 U.S.C. § 289, Plaintiff requests an award of Defaulting Defendants' profits resulting from Defaulting Defendants' unauthorized use and infringement of the Asserted Patents on products sold through the e-commerce stores operating under the Seller Aliases. Plaintiff also seeks entry of a permanent injunction prohibiting Defaulting Defendant from making, using, offering for sale, selling, and importing Infringing Products. Plaintiff further seeks an order that all assets in their financial accounts, including those operated by Amazon, as well as any newly discovered assets, but no less than \$250, be transferred to Plaintiff.

The United States Patent Act provides that “whoever without authority makes, uses, offers to sell, or sells any patented invention, within the United States or imports into the United States any patented invention during the term of the patent therefor, infringes the patent.” 35 U.S.C. §271(a). Plaintiff alleged in its Complaint that it is the lawful assignee of all right, title, and interest in and to the Asserted Patents. [Dkt. No. 1 at ¶ 11]. Plaintiff has also alleged that the Defaulting

Defendants make, use, offer for sale, sell, and/or import into the United States for subsequent sale or use Accused Products that infringe directly and/or indirectly the Asserted Patents. *Id.* at ¶ 43. Exhibit 4 to the Complaint shows that an ordinary observer would be deceived into thinking that the Accused Products were the same as the Asserted Patents. [Dkt. No. 1-4, 2-4]. *See Competitive Edge, Inc. v. Staples, Inc.*, 763 F. Supp. 2d 997, 1011 (N.D. Ill. 2010) (citing *Egyptian Goddess, Inc. v. Swisa, Inc.*, 543 F.3d 665, 672 (Fed. Cir. 2008)). Finally, Plaintiff alleged that it has not licensed or authorized the Defaulting Defendants to use the Asserted Patents, and the Defaulting Defendants are not an authorized retailers. [Dkt. No. 1] at ¶ 47. Since the Defaulting Defendants have failed to answer or otherwise plead in this matter, the Court must accept the allegations contained in Plaintiff's Complaint as true. *See Fed. R. Civ. P. 8(b)(6); Am. Taxi Dispatch, Inc., v. Am. Metro Taxi & Limo Co.*, 582 F. Supp. 2d 999, 1004 (N.D. Ill. 2008). Accordingly, Plaintiff requests entry of judgment with respect to Count I for patent infringement against the Defaulting Defendants.

D. PLANTIFF IS ENTITLED TO DAMAGES UNDER 35 U.S.C. § 289

In cases of design patent infringement, damages are governed by 35 U.S.C. § 289, which entitles a patentee to recover the total profits earned by an infringer on the infringing article of manufacture. The statute provides:

Whoever during the term of a patent for a design, without license of the owner, (1) applies the patented design, or any colorable imitation thereof, to any article of manufacture for the purpose of sale, or (2) sells or exposes for sale any article of manufacture to which such design or colorable imitation has been applied shall be liable to the owner to the extent of his total profit, but not less than \$250.

35 U.S.C. § 289. Courts in this District have consistently held that § 289 permits full disgorgement of a defendant's profits on sales of infringing goods. *See Luxottica Grp. S.p.A. v. Partnerships*, 2017 U.S. Dist. LEXIS 73705, at *9–10 (N.D. Ill. May 15, 2017) (awarding full restrained profits on default judgment where platform records established the scope of infringing sales). In cases of

default, courts presume the plaintiff's evidence is uncontested and accept profit figures drawn from third-party discovery. The Supreme Court has clarified that calculating a § 289 award involves two steps: (1) Identifying the relevant "article of manufacture"; and (2) Determining the total profit the infringer made on that article. *See Samsung Elecs. Co. v. Apple Inc.*, 580 U.S. 53, 60 (2016). Here, the article of manufacture is the Accused Product sold through Defaulting Defendants' online storefronts, which incorporate Plaintiff's patented ornamental design. Through third-party discovery, Plaintiff has obtained reliable sales data from Amazon indicating that the Defaulting Defendants made substantial infringing sales. The amount of sales, and the associated profits from the infringing sales for each Defaulting Defendant are shown in the table below:

No.	Store Alias	Number of Infringing Products Sold	Infringing Product Revenue
1	Elegant Crafts	11,439	\$1,612,799.82
2	DTE Shop USA	6,635	\$1,012,926.59
3	InvestFun	1,008	\$117,860.66
4	doowroodni	1,446	\$123,932.06
5	Yopnoyik	36,719	\$5,054,577.88
6	RMOKA-US	621	\$98,162.90

The Defaulting Defendants have failed to answer or participate in discovery. As a result, they have waived the opportunity to present evidence of costs or deductions. Courts routinely hold that a defaulting infringer may be held liable for gross profits without any reduction. *See WMS Gaming Inc. v. WPC Prods. Ltd.*, 542 F.3d 601, 608 (7th Cir. 2008) (holding that an infringer bears the burden of proving any lack of profit from its infringement, and if it fails to do so, all profits belong to the patentee); *Dyson Tech. Ltd. v. David 7 Store*, 132 F.4th 526 (affirming that a prevailing plaintiff is entitled to recover the defendant's total profits and that the burden shifts to the defendant to establish deductions from gross sales); *Mishawaka Rubber & Woolen Mfg. Co. v. S.S. Kresge Co.*, 316 U.S. 203, 207 (1942) (explaining that the infringer bears the burden of

demonstrating what portion of its profits, if any, was not attributable to the unlawful use). Accordingly, Plaintiff seeks an award of § 289 damages in the amounts shown in the far right column of the table above titled Infringing Product Revenue. These amounts are well-supported by un rebutted evidence and consistent with governing law. Plaintiff also reserves the right to seek further relief under 35 U.S.C. § 284, which guarantees damages adequate to compensate for the infringement, but in no event less than a reasonable royalty.

E. PLAINTIFF IS ENTITLED TO PERMANENT INJUNCTIVE RELIEF.

In addition to the foregoing relief, Plaintiff respectfully requests entry of a permanent injunction enjoining Defaulting Defendants from infringing or otherwise violating Plaintiff's rights in the Asserted Patents, including at least all injunctive relief previously awarded by this Court to Plaintiff in the TRO. Plaintiff incorporates by reference its arguments in its Memorandum in Support of its Motion for Temporary Restraining Order. [Dkt. No. 16]. Plaintiff is also entitled to injunctive relief so it can quickly take action against any new e-commerce stores that are identified, found to be linked to the Defaulting Defendants, and selling Accused Products. See, e.g., *Tuf-Tite, Inc. v. Fed. Package Networks, Inc.*, 2014 U.S. Dist. LEXIS 163352, at *29 (N.D. Ill. 2014); *Scholle Corp. v. Rapak LLC*, 35 F. Supp. 3d 1005, 1009 (N.D. Ill. 2014); *Nike, Inc. v. Fujian Bestwinn Industry Co., Ltd.*, 166 F. Supp. 3d 1177, 1178-79 (D. Nev. 2016).

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

Plaintiff seeks an award of all costs pursuant to Fed. R. Civ. P. 54(d)(1) including but not limited to fees of the clerk, fees for printed or electronically recorded transcripts necessarily obtained for use in the case; fees and disbursements for printing and witnesses; fees for exemplification and the costs of making copies of any materials where the copies are necessarily obtained for use in the case; and docket fees. *Se-Kure Controls, Inc. v. Vanguard Products Group, Inc.* (N.D. Ill. 2012) 873 F.Supp.2d 939, 943. Plaintiff also seeks an award of attorney's fees

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

Here, the Defaulting Defendants willfully infringed the Asserted Patent as evidenced by their actions upon being served with this suit. The Defaulting Defendants did not participate in this case and did not answer or otherwise respond to the Complaint. The Defaulting Defendants have no reasonable basis for believing they had a right to infringe the Asserted Patents. Further, Plaintiff stands in a substantively strong position with its infringement claims, whereas Defaulting Defendants have not participated. Plaintiff therefore respectfully requests that the Court award costs to Plaintiff, find that this case is exemplary, and, in its discretion, award attorney fees to Plaintiff.

III. CONCLUSION

Plaintiff respectfully requests that the Court enter default judgment against the Defaulting Defendants, including damages under 35 U.S.C. § 289 against Defaulting Defendant, which should be enhanced by the Court three times the amount assessed, and a permanent injunction order prohibiting Defaulting Defendants from selling Accused Products. Plaintiff further seeks an order

that all assets in Defaulting Defendant's financial accounts, including those operated by Amazon, as well as any newly discovered assets, be transferred to Plaintiff. Plaintiff further seeks an award of costs and attorney fees. Lastly, Plaintiff requests a court order awarding costs and attorney fees to Plaintiff and requiring Plaintiff to provide necessary documentation within 30 days.

DATED this 2nd day of January 2026,

Bayramoglu Law Offices, LLC

/s/ William R. Brees

William R. Brees (FL Bar No. 98886)
233 S. Wacker Drive, 44th Floor, #57
Chicago, IL 60606
T: (702) 462-5973 | F: (702) 553-3404
william@bayramoglu-legal.com
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd 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>.

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

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

Shenzhen Duoleduo Technology Co. Ltd.,

Plaintiff,

v.

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

Defendants.

Case No. 1:25-cv-13392-JIC

Honorable Jeffrey I. Cummings

Magistrate Gabriel A. Fuentes

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

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

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

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

3. Plaintiff served the Summons on the Defaulting Defendant, via electronic service December 4, 2025.

4. As of today, the Defaulting Defendant has failed to file an answer within twenty-one (21) days of the service and is in default.

5. Approximately twenty-nine (29) days have passed since the Defaulting Defendant was served with Plaintiff’s Complaint and Summons

6. Our office investigated the infringing activities of the Defaulting Defendants, including attempting to identify the registrant of each associated e-commerce stores operating under the Seller Aliases and its contact information. Our investigation confirmed that the Defaulting Defendants are domiciled in China. As such, I am informed and believe that the Defaulting Defendants are not an active-duty members of the U.S. armed forces.

7. The information provided by Amazon for the Defaulting Defendants indicates that the amount currently restrained in Defaulting Defendants’ known financial accounts ranges from \$0.00 - \$152,288.27.

8. Additionally, limited information provided by Amazon indicates that the known revenue generated by the Defaulting Defendant from the sale of Accused Products ranges from at least \$98,162.90 to at least \$5,054,577.88 (see below chart in paragraph 9). The Accused Product revenue however only relates to a single product with a unique product identification number, Amazon Standard Identification Number (“ASIN”).

9. A breakdown of the amount currently restrained in Defaulting Defendant’s seller account, the number of infringing sales by the Defaulting Defendant, and revenue generated from Defaulting Defendant’s known infringing sales is shown in the table below.

No.	Store Alias	Account Balance	Number of Infringing Products Sold	Infringing Product Revenue
1	Elegant Crafts	\$92,226.69	11,439	\$1,612,799.82
2	DTE Shop USA	\$95,093.09	6,635	\$1,012,926.59
3	InvestFun	\$7,148.93	1,008	\$117,860.66

No.	Store Alias	Account Balance	Number of Infringing Products Sold	Infringing Product Revenue
4	doowroodni	\$15,955.59	1,446	\$123,932.06
5	Yopnoyik	\$152,588.27	36,719	\$5,054,577.88
6	RMOKA-US	-\$955.806	621	\$98,162.90

10. Plaintiff has decided to seek damages of disgorgement of Defaulting Defendants' profits.

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

12. Also, due to the Defaulting Defendant's non-participation, Plaintiff has limited access to information regarding Defaulting Defendant's profits from the sale of the Accused Products.

13. Because Defaulting Defendants failed to participate in this proceeding, Defaulting Defendants have provided not costs and fees that should be subtracted from Defaulting Defendants' revenue when calculating Defaulting Defendants' profits from sales of infringing products.

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

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

Executed on this the 2nd day of January, 2026 at St. Petersburg, Florida.

/s/ William R. Brees
William R. Brees

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd 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>.

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

EXHIBIT 1

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

1:25-cv-13392-JIC Defaulting Defendant

DEFENDANT No.	SELLER NAME	EMAIL ADDRESS
1	Elegant Crafts ALPLU0ADFL9LV	yiwutianlumaoyi@163.com
2	DTE Shop USA A2U8CR8G2DA87G	dengte0314@163.com
3	InvestFun AGKZPHUQ7549J	yiwunaming001@163.com
4	doowroodni A2KWXDDHT1KI22	keluntewangluokeji@163.com
5	Yopnoyik A12TCJWJMKVH6T	shengyihong2024@outlook.com
6	RMOKA-USw A3IN5TTJC0J8XA	dengqiaona2024@163.com

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

Shenzhen Duoleduo Technology Co. Ltd.,

Plaintiff,

v.

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

Defendants.

Case No. 1:25-cv-13392-JIC

Honorable Jeffrey I. Cummings

Magistrate Gabriel A. Fuentes

**DECLARATION OF MINGJING HE IN SUPPORT OF MOTION
FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT**

I, Mingjing He, declare under penalty of perjury that the following is true and correct:

1. I am over the age of 18 years. This declaration is based upon my personal knowledge of the facts stated herein. If called as a witness, I could and would testify as to the statements made herein.
2. I make this declaration in support of Plaintiff's Motion for Entry of Default and Default Judgment (the "Motion").
3. I am the Director of Operations of Shenzhen Duoleduo Technology Co. Ltd. ("Plaintiff").
4. Plaintiff is the lawful assignee of all right, title, and interest in U.S. Design Patent No. D1,062,965 entitled Climbing Structure (the "D'965 Patent") and D1,091,741 entitled

Climbing Frame (the “D’741 Patent”, and collectively with the D’965 Patent the “Asserted Patents”). *See* Complaint, Exhibits 2-3.

5. Plaintiff has been engaged in the business of designing, sourcing, and marketing climbing structure/frame pickler products. Plaintiff markets and sells its climbing structure/frame pickler products that embody the Asserted Patents through various outlets including an e-commerce store on the Amazon marketplace platform (“Plaintiff’s Products”).

6. Plaintiff’s Products that embody the Asserted Patents have been highly commercially successful.

7. Plaintiff has not granted any licenses of rights to its Asserted Patents to any of the defendants named in the Schedule “A” to the Complaint (the “Defendants”), including Defendant No. 6, RMOKA-US, the defendant who has failed to file a response to the Complaint or properly appear in this case (the “Defaulting Defendant”).

8. The Defaulting Defendant is not an authorized retailer of Plaintiff’s Products.

9. Plaintiff would not have voluntarily granted a license of the Asserted Patents to the Defaulting Defendant.

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

11. Before infringement occurred, Plaintiff sold Plaintiff’s Products at an average retail price of \$159.03 and had a profit margin of 15%, equating to a profit of \$23.85 for each of Plaintiff’s Products sold by Plaintiff.

12. Before the infringement occurred, an unexclusive license for the Asserted Patents would have cost the licensee at least \$10,000.00 USD plus a 10% royalty for all sales made by the

licensee with the licensee bearing all transaction costs associated with the negotiation of the royalty, such as drafting costs, due diligence, and attorneys' fees.

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

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

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

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

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

18. Defendants have eliminated the exclusivity to practice the Asserted Patents that Plaintiff is entitled to under U.S. patent laws.

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

Executed this 2nd day of January 2026, at Shenzhen, China.

By: /s/ Mingjing He
Mingjing He

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd 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>.

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