

**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-13723-MSS-HKM**

**Honorable Manish S. Shah**

**Magistrate Heather K. McShain**

**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 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 Katherine M. Kuhn (the "Kuhn Decl."). Plaintiff files a Memorandum of Law in support, Declaration of Katherine M. Kuhn and Declaration of Wumei Lin. Plaintiff's Motion for Entry of Default and Default Judgment disposes of the case.

DATED: January 29, 2026

Respectfully Submitted,

By: /s/ Katherine M. Kuhn  
Katherine M. Kuhn (Bar No. 6331405)  
Joseph W. Droter (Bar No. 6329630)  
**BAYRAMOGLU LAW OFFICES LLC**  
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Chicago, IL 60606  
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*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 29th 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/ Katherine Kuhn  
Katherine M. Kuhn (Bar No. 6331405)

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
<b>1</b>	AgilePulseSportswearEpicenter	beautylook@outlook.com
<b>2</b>	YW Sport	3011346014@qq.com
<b>3</b>	TrailReadyGear	13650840124@163.com
<b>4</b>	BBI BROTHER	18354431856@163.com
<b>5</b>	ZH Fashion	3469899807@qq.com
<b>6</b>	jishi studio1	993734901@qq.com
<b>7</b>	HalafaTrek	389536348@qq.com
<b>8</b>	Moss Trek Zsh	liuke4013@163.com
<b>9</b>	NEXUS STYLISTA	18006513534@163.com
<b>10</b>	Cloud-based outdoor products	lizhuo18624830517@163.com
<b>11</b>	JYOutdoorSportsS	asddfw158@outlook.com
<b>12</b>	WOOMOP-SHOP	gswz59@163.com
<b>13</b>	Gncrs	xmj15579257520@163.com
<b>14</b>	MUNAA-SHOP	rasd86@163.com
<b>15</b>	Trailblazerus	1515999809@qq.com
<b>16</b>	Mini mini01	meiqufushi0003@163.com
<b>17</b>	Blaze & Trail Co.	a2823408197@163.com
<b>18</b>	riverstones366	cruzricky4570@163.com
<b>19</b>	Yitao Enterprise Store	1105653532@qq.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
20	TropicTwist	2429475880@qq.com
21	CYLDYLi	18354936292@163.com
22	ShapeBliss	3117241330@qq.com
23	Outdoor and Sports Store	1919644147@qq.com
24	WildRide World	mophyhuang@outlook.com
25	Light source culture	ttqlmt123456@163.com
26	DAMAIOK	59847758@qq.com
27	Rush-shop	oxod7384@outlook.com
28	Summit Quest Outdoors	2823408197@qq.com
29	JSDHIASHOP	liufubin113322@163.com
30	WindStrider Outdoor Sports	w497732811@qq.com
31	ENUDKSHOP	liuhuazhang112233@163.com
32	Weekend Threads	liufujie951753@163.com
33	ZestMove Store	1378034628@qq.com
34	GlamourWave44	18232262111@163.com
35	NHGDSFHHOP	15512683167@163.com
36	Miturn bikini	13188516377@163.com
37	WildPaceZ	3907369078@qq.com
38	Outdoor products..	18263769158@163.com
39	TideWanderer Shop	18634098933@163.com
40	CWHYSGSHOP	liufubin11223300@163.com
41	JDKSHFUSSHOP	e18832845444@163.com
42	CXSWSHOP	z5fsy5@163.com
43	Li Shubin Sports Outdoor0508	14735826023@163.com
44	Twilight Couture	2640907943@qq.com
45	PKYUSHOP	cgoie8@163.com
46	RogueHelix	3449232249@qq.com
47	panhongjustore	x13237983130@126.com
48	Guangdong Economic and Trade Movement	516367931@qq.com
49	WLL Sports Store	m13147645516@163.com
50	The Silk Sports shop	17525966497@163.com
51	QIDAO SHOP	i19914711517@163.com
52	LumeNest ZDG	294986765@qq.com
53	Shoreline Swim	9090599@qq.com
54	ThermoFree	3331586517@qq.com
55	JIULUO STORE	jiuluoshangmao@163.com
56	Zihuan sport&outdoors trade AKA MoveFit Trade	w3216849@163.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
57	fashion sports1	19725169555@163.com
58	Explorer's Secret	haitaikuajing113@outlook.com
59	Shingu Trading	13588333096@163.com
60	Halera US	13038128325@163.com
61	Bbfirap	971596847@qq.com
62	Sweetheart Clothes Kitchen	dtzxd88@163.com
63	Luckie seven	look3455@gmail.com
64	SHSDASHOP	ocilvq@163.com
65	Lila Rae	695026476@qq.com
66	PPP OUTDOOR	tong20230420@163.com
67	Sunlit Trekker	tk1020304050@163.com
68	C.J.X Sport	1078153448@qq.com
69	SolTrail	luoxiaowen44@gmail.com
70	woodtide478	fg12312021@163.com
71	Outdoor. Products	15152033120@163.com
72	AA Outdoor Goods	yunjingwl11@163.com
73	Power Step Sports	277789863@qq.com
74	Xubo Outdoor Trading Company	295985771@qq.com
75	Outdoor and Sports111	lckuajingtk003@163.com
76	VerveVoyage Outpost	a19328714209@yeah.net
77	Xinyu Purchase	312405565@qq.com
78	Caijia Commerce	3601479508@qq.com
79	Love the outdoors	wugym@qq.com
80	CozyTide	yangchen12302@163.com
81	miturn swimsuit	278915011@qq.com
82	Princessa shops	459420074@qq.com
83	Shen Jia's Outdoor Shop	490600609@qq.com
84	SOGJN STORE	songjunyiliao@163.com
85	Guoshang outdoor store	18183971420@163.com
86	YUNZHOU STORE	yunzhizhoushang@163.com
87	Vision Outdoor	19905161963@163.com
88	WZL outdoor	wuziliang12025@outlook.com
89	Sporty Steps	wyqhjc00001@163.com
90	Laobing Outdoors	3811520763@qq.com
91	ApexMotion1	1280398807@qq.com
92	Crossroads Of The Sun	crossroadsofthesun@outlook.com
93	loveexercise-shop	fmkb5525@outlook.com
94	Little E's Sports & Outdoor Shop	337467499@qq.com
95	TrailBlaze Faces	15713202050@163.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
<b>96</b>	ZHUXINXINYUNDD	fyh1014222@outlook.com
<b>97</b>	SUMMER SIX	wolikangtiktok14@163.com
<b>98</b>	BreakWild	liuxuexin960228@outlook.com
<b>99</b>	Sports First Boutique	chathang333@outlook.com
<b>100</b>	Gaohao outdoor	asy2024040702@163.com

**IN THE UNITED STATES DISTRICT COURT  
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-13723-MSS-HKM**

**Honorable Manish S. Shah**

**Magistrate Heather K. McShain**

**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 Identified in Schedule A ("Defaulting Defendants"), which have been separately listed in Exhibit 1 to the accompanying Declaration of Katherine M. Kuhn (the "Kuhn Decl."). Plaintiff's Motion is made and based upon this Memorandum of Law, the Kuhn Declaration, the Declaration of 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 1, 2025, the Court authorized electronic service via email on Defaulting Defendants [Dkt. No. 12]. Plaintiff completed service on Defaulting Defendants on January 7,

2026 [Dkt. No. 21], sent an email to Defendants containing the Summons and Complaint as well as a link to both, and filed a Return of Service on January 7, 2026 [Dkt. No. 21]. The deadline to respond to the Complaint was January 28, 2026.

Plaintiff seeks an award of \$5,000 statutory damages pursuant to 17 U.S.C. § 504(c) against the each of the Defaulting Defendants, which Plaintiff requests to be enhanced to \$15,000 for their willful infringement to of the federally registered copyright asserted in this action, VA0002441336 (the "Copyright Protected Photographs"). (Kuhn 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 products competing with Plaintiff's licensees using Plaintiff's Copyright Protected Photographs. Thereby deceiving public consumers as to the quality, nature, and source of goods being purchased. (Kuhn Decl. ¶ 6.) Moreover, the Defaulting Defendants are alleged to be operating as part of a coordinated, sophisticated network that utilizes a common supply chain and manufacturing source to fulfill consumer orders. To date, the Defaulting Defendants have not answered or otherwise responded

to Plaintiff's Complaint. (Kuhn Decl. ¶ 4.) 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 cause 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 Defendants are subject to personal jurisdiction in this action.

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

Pursuant to Rule 55(a), "when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default." Fed. R. Civ. P. 55(a). Plaintiff clearly meets these requirements. Here, Plaintiff filed its Complaint alleging, among other claims, Copyright Infringement (Count I). [Dkt. No. 1 at ¶ 48-64]. Defendants were properly served with the Complaint, Summons, and all supporting documents via electronic service on January 7, 2026. [Dkt. No. 21] 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 28, 2026. [*Id.*]. To date, the Defaulting Defendants have not answered or otherwise responded to Plaintiff's Complaint. (Kuhn Decl. ¶ 4). 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 Defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the Defendants are liable as a matter of law as to each cause of action alleged in the complaint upon entry of default judgment. *Black*, 22 F.3d at 1399. Here, more than twenty-one (21) days have passed since Defaulting Defendants were 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 \$5,000 in statutory damages and profits against the Defendants for copyright infringement under 17 U.S.C. § 504(c)(1); (2) an award of enhanced \$15,000 in statutory damages against the Defaulting Defendants 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 Defendants' infringement of Plaintiff's Copyright Protected Photographs, which it maintains was done willfully and intentionally. (Kuhn 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 2-1]. Moreover, Plaintiff has set forth considerable factual allegations establishing the Defaulting Defendants have infringed Plaintiff's Copyright Protected Photographs. [Dkt. Nos. 1-3 and 2-3]. 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. (Kuhn Decl. ¶ 7.)

Specifically, Plaintiff has neither obtained, nor are 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 products using Plaintiff's Copyrights or the associated deductible expenses from same. (Kuhn 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' conduct, Plaintiff asserts that it is entitled to an award of \$5,000 in statutory damages against the Defaulting Defendants and submits an analysis showing the Defaulting Defendants, the copyright infringed, and the enhanced statutory damages requested. (Kuhn Decl. ¶ 12, Exhibit. 1.)

In this case, the Defaulting Defendants was provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend. (Kuhn Decl. ¶ 7). As a result of the Defaulting Defendants' intentional decision not to appear and defend this action, Plaintiff has been deprived of a meaningful opportunity to assess the true nature of its actual damages. (*Id.*) The Defaulting Defendants have intentionally used the Copyright Protected Photographs for soliciting their product sales without obtaining a license and have never been authorized to use the Copyright Protected Photographs. (Lin Decl. ¶ 8) It is impossible to definitively calculate the Defaulting Defendants' total sales on the Platform through their Online Stores or to ascertain their expenses related to their infringing sales because they have failed to appear, defend, or otherwise participate

in this action. (*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' infringement clearly support awarding the requested statutory damage award against them. It is without question that the Defaulting Defendants have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Photographs. In this regard, Plaintiff's Copyright Protected Photographs, without a license, have appeared on the Defaulting Defendants' online stores maintained with the TikTok 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 \$5,000.00 against the Defaulting Defendants per infringed Copyright Protected Photograph. (Kuhn Decl. ¶ 12, Ex. 1)

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

Here, the Defaulting Defendants' infringement clearly supports awarding an enhanced statutory damage award against them. The Defaulting Defendants' 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 have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Photographs. (Kuhn Decl. ¶ 5, 12.) Plaintiff's Copyright Protected Photographs, without obtaining a license, have appeared on the Defaulting Defendants' online store maintained with the 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](http://www.SellerDefense.cn). (Kuhn Decl. ¶ 8.) This has

apparently been done to advise Defendants in all pending actions of Plaintiff's successful prosecution of its claims, and the viability of appearing and asserting potential defenses. (*Id.*) These circumstances reveal an overall common scheme the Defaulting Defendants, to simply cut their losses where Plaintiff has a high likelihood of success, abandon any online storefront, and bask in the security that any judgment issued against them will almost certainly not be collectable in the Republic of China. (Kuhn Decl. ¶ 8.) Such circumstances support awarding Plaintiff 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 is watching the results of Plaintiff's copyright infringement enforcement actions in this judicial district. (Kuhn Decl. ¶ 8.) To maximize the deterrent effect of the Court's anticipated default and default judgment, Plaintiff is asking that enhanced statutory damages be imposed on the Defaulting Defendants for each alleged infringement of the Copyright Protected Photographs. (*Id.* ¶ 9.) The Defaulting Defendants have 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](http://www.SellerDefense.cn) website as notice of the consequences for their intentional, and orchestrated actions.

Here, Plaintiff respectfully requests the Court enter an award of \$5,000 statutory damages against the Defaulted Defendants per infringed Copyright Protected Photograph, which should be

enhanced to \$15,000 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 Kuhn Declaration. (Kuhn 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' 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 Copyright Protected Photographs.

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) [Dkt. No. 1 at ¶ 45-61]. In granting its request, Plaintiff asks the Court to award the following: (1) \$5,000 in statutory damages per Defaulting Defendant per infringed Copyright pursuant to 17 U.S.C. § 504(c)(1); (2) enhanced statutory damages of \$15,000 against the Defaulting Defendants per infringed Copyright Protected Photograph 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 29, 2026

Respectfully Submitted,

By: /s/ Katherine M. Kuhn  
Katherine M. Kuhn (Bar No. 6331405)  
Joseph W. Droter (Bar No. 6329630)  
**BAYRAMOGLU LAW OFFICES LLC**  
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Chicago, IL 60606  
Tel: (702) 462-5973 Fax: (702) 553-3404  
joseph@bayramoglu-legal.com  
Katherine@bayramoglu-legal.com  
*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 29th 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/ Katherine Kuhn  
Katherine M. Kuhn (Bar No. 6331405)

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
<b>1</b>	AgilePulseSportswearEpicenter	beautylook@outlook.com
<b>2</b>	YW Sport	3011346014@qq.com
<b>3</b>	TrailReadyGear	13650840124@163.com
<b>4</b>	BBI BROTHER	18354431856@163.com
<b>5</b>	ZH Fashion	3469899807@qq.com
<b>6</b>	jishi studio1	993734901@qq.com
<b>7</b>	HalafaTrek	389536348@qq.com
<b>8</b>	Moss Trek Zsh	liuke4013@163.com
<b>9</b>	NEXUS STYLISTA	18006513534@163.com
<b>10</b>	Cloud-based outdoor products	lizhuo18624830517@163.com
<b>11</b>	JYOutdoorSportsS	asddfw158@outlook.com
<b>12</b>	WOOMOP-SHOP	gswz59@163.com
<b>13</b>	Gncrs	xmj15579257520@163.com
<b>14</b>	MUNAA-SHOP	rasd86@163.com
<b>15</b>	Trailblazerus	1515999809@qq.com
<b>16</b>	Mini mini01	meiqufushi0003@163.com
<b>17</b>	Blaze & Trail Co.	a2823408197@163.com
<b>18</b>	riverstones366	cruzricky4570@163.com
<b>19</b>	Yitao Enterprise Store	1105653532@qq.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
20	TropicTwist	2429475880@qq.com
21	CYLDYLi	18354936292@163.com
22	ShapeBliss	3117241330@qq.com
23	Outdoor and Sports Store	1919644147@qq.com
24	WildRide World	mophyhuang@outlook.com
25	Light source culture	ttqlmt123456@163.com
26	DAMAIOK	59847758@qq.com
27	Rush-shop	oxod7384@outlook.com
28	Summit Quest Outdoors	2823408197@qq.com
29	JSDHIASHOP	liufubin113322@163.com
30	WindStrider Outdoor Sports	w497732811@qq.com
31	ENUDKSHOP	liuhuazhang112233@163.com
32	Weekend Threads	liufujie951753@163.com
33	ZestMove Store	1378034628@qq.com
34	GlamourWave44	18232262111@163.com
35	NHGDSFHHOP	15512683167@163.com
36	Miturn bikini	13188516377@163.com
37	WildPaceZ	3907369078@qq.com
38	Outdoor products..	18263769158@163.com
39	TideWanderer Shop	18634098933@163.com
40	CWHYSGSHOP	liufubin11223300@163.com
41	JDKSHFUSSHOP	e18832845444@163.com
42	CXSWSHOP	z5fsy5@163.com
43	Li Shubin Sports Outdoor0508	14735826023@163.com
44	Twilight Couture	2640907943@qq.com
45	PKYUSHOP	cgoie8@163.com
46	RogueHelix	3449232249@qq.com
47	panhongjustore	x13237983130@126.com
48	Guangdong Economic and Trade Movement	516367931@qq.com
49	WLL Sports Store	m13147645516@163.com
50	The Silk Sports shop	17525966497@163.com
51	QIDAO SHOP	i19914711517@163.com
52	LumeNest ZDG	294986765@qq.com
53	Shoreline Swim	9090599@qq.com
54	ThermoFree	3331586517@qq.com
55	JIULUO STORE	jiuluoshangmao@163.com
56	Zihuan sport&outdoors trade AKA MoveFit Trade	w3216849@163.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
57	fashion sports1	19725169555@163.com
58	Explorer's Secret	haitaikuajing113@outlook.com
59	Shingu Trading	13588333096@163.com
60	Halera US	13038128325@163.com
61	BbfiRap	971596847@qq.com
62	Sweetheart Clothes Kitchen	dtzxd88@163.com
63	Luckie seven	look3455@gmail.com
64	SHSDASHOP	ocilvq@163.com
65	Lila Rae	695026476@qq.com
66	PPP OUTDOOR	tong20230420@163.com
67	Sunlit Trekker	tk1020304050@163.com
68	C.J.X Sport	1078153448@qq.com
69	SolTrail	luoxiaowen44@gmail.com
70	woodtide478	fg12312021@163.com
71	Outdoor. Products	15152033120@163.com
72	AA Outdoor Goods	yunjingwl11@163.com
73	Power Step Sports	277789863@qq.com
74	Xubo Outdoor Trading Company	295985771@qq.com
75	Outdoor and Sports111	lckuajingtk003@163.com
76	VerveVoyage Outpost	a19328714209@yeah.net
77	Xinyu Purchase	312405565@qq.com
78	Caijia Commerce	3601479508@qq.com
79	Love the outdoors	wugym@qq.com
80	CozyTide	yangchen12302@163.com
81	miturn swimsuit	278915011@qq.com
82	Princessa shops	459420074@qq.com
83	Shen Jia's Outdoor Shop	490600609@qq.com
84	SOGJN STORE	songjunyiliao@163.com
85	Guoshang outdoor store	18183971420@163.com
86	YUNZHOU STORE	yunzhizhoushang@163.com
87	Vision Outdoor	19905161963@163.com
88	WZL outdoor	wuziliang12025@outlook.com
89	Sporty Steps	wyqhjc00001@163.com
90	Laobing Outdoors	3811520763@qq.com
91	ApexMotion1	1280398807@qq.com
92	Crossroads Of The Sun	crossroadsofthesun@outlook.com
93	loveexercise-shop	fmkb5525@outlook.com
94	Little E's Sports & Outdoor Shop	337467499@qq.com
95	TrailBlaze Faces	15713202050@163.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
<b>96</b>	ZHUXINXINYUNDD	fyh1014222@outlook.com
<b>97</b>	SUMMER SIX	wolikangtiktok14@163.com
<b>98</b>	BreakWild	liuxuexin960228@outlook.com
<b>99</b>	Sports First Boutique	chathang333@outlook.com
<b>100</b>	Gaohao outdoor	asy2024040702@163.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-13723-MSS-HKM**

**Honorable Manish S. Shah**

**Magistrate Heather K. McShain**

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

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

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

2. I make this declaration in support of Plaintiff's Motion for Default and Default Judgment (the "Motion") against the 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 tis 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 7, 2026, which is reflected in the Return of Summons filed in this case. [Dkt. No. 21]. 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 Copyright, VA0002441336 (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 products competing with Plaintiff's licensees 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 copyright infringement. 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](http://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 for 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 29th day of January 2026, in Chicago. IL.

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

**CERTIFICATE OF SERVICE**

I hereby certify that on the 29th 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/ Katherine Kuhn  
Katherine M. Kuhn (Bar No. 6331405)

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
1	AgilePulseSportswearEpicenter	beautylook@outlook.com
2	YW Sport	3011346014@qq.com
3	TrailReadyGear	13650840124@163.com
4	BBI BROTHER	18354431856@163.com
5	ZH Fashion	3469899807@qq.com
6	jishi studio1	993734901@qq.com
7	HalafaTrek	389536348@qq.com
8	Moss Trek Zsh	liuke4013@163.com
9	NEXUS STYLISTA	18006513534@163.com
10	Cloud-based outdoor products	lizhuo18624830517@163.com
11	JYOutdoorSportsS	asddf158@outlook.com
12	WOOMOP-SHOP	gswz59@163.com
13	Gncrs	xmj15579257520@163.com
14	MUNAA-SHOP	rasd86@163.com
15	Trailblazerus	1515999809@qq.com
16	Mini mini01	meiqufushi0003@163.com
17	Blaze & Trail Co.	a2823408197@163.com
18	riverstones366	cruzricky4570@163.com
19	Yitao Enterprise Store	1105653532@qq.com
20	TropicTwist	2429475880@qq.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
21	CYLDYLi	18354936292@163.com
22	ShapeBliss	3117241330@qq.com
23	Outdoor and Sports Store	1919644147@qq.com
24	WildRide World	mophyhuang@outlook.com
25	Light source culture	ttqlmt123456@163.com
26	DAMAIOK	59847758@qq.com
27	Rush-shop	oxod7384@outlook.com
28	Summit Quest Outdoors	2823408197@qq.com
29	JSDHIASHOP	liufubin113322@163.com
30	WindStrider Outdoor Sports	w497732811@qq.com
31	ENUDKSHOP	liuhuazhang112233@163.com
32	Weekend Threads	liufujie951753@163.com
33	ZestMove Store	1378034628@qq.com
34	GlamourWave44	18232262111@163.com
35	NHGDSFHHOP	15512683167@163.com
36	Miturn bikini	13188516377@163.com
37	WildPaceZ	3907369078@qq.com
38	Outdoor products..	18263769158@163.com
39	TideWanderer Shop	18634098933@163.com
40	CWHYSGSHOP	liufubin11223300@163.com
41	JDKSHFUSHOP	e18832845444@163.com
42	CXSWSHOP	z5fsy5@163.com
43	Li Shubin Sports Outdoor0508	14735826023@163.com
44	Twilight Couture	2640907943@qq.com
45	PKYUSHOP	cgoie8@163.com
46	RogueHelix	3449232249@qq.com
47	panhongjustore	x13237983130@126.com
48	Guangdong Economic and Trade Movement	516367931@qq.com
49	WLL Sports Store	m13147645516@163.com
50	The Silk Sports shop	17525966497@163.com
51	QIDAO SHOP	i19914711517@163.com
52	LumeNest ZDG	294986765@qq.com
53	Shoreline Swim	9090599@qq.com
54	ThermoFree	3331586517@qq.com
55	JIULUO STORE	jiuluoshangmao@163.com
56	Zihuan sport&outdoors trade AKA MoveFit Trade	w3216849@163.com
57	fashion sports1	19725169555@163.com
58	Explorer's Secret	haitaikujing113@outlook.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
59	Shingu Trading	13588333096@163.com
60	Halera US	13038128325@163.com
61	Bbfirap	971596847@qq.com
62	Sweetheart Clothes Kitchen	dtzxd88@163.com
63	Luckie seven	look3455@gmail.com
64	SHSDASHOP	ocilvq@163.com
65	Lila Rae	695026476@qq.com
66	PPP OUTDOOR	tong20230420@163.com
67	Sunlit Trekker	tk1020304050@163.com
68	C.J.X Sport	1078153448@qq.com
69	SolTrail	luoxiaowen44@gmail.com
70	woodtide478	fg12312021@163.com
71	Outdoor. Products	15152033120@163.com
72	AA Outdoor Goods	yunjingwl11@163.com
73	Power Step Sports	277789863@qq.com
74	Xubo Outdoor Trading Company	295985771@qq.com
75	Outdoor and Sports111	lckuajingtk003@163.com
76	VerveVoyage Outpost	a19328714209@yeah.net
77	Xinyu Purchase	312405565@qq.com
78	Caijia Commerce	3601479508@qq.com
79	Love the outdoors	wugym@qq.com
80	CozyTide	yangchen12302@163.com
81	miturn swimsuit	278915011@qq.com
82	Princessa shops	459420074@qq.com
83	Shen Jia's Outdoor Shop	490600609@qq.com
84	SOGJN STORE	songjunyiliao@163.com
85	Guoshang outdoor store	18183971420@163.com
86	YUNZHOU STORE	yunzhizhoushang@163.com
87	Vision Outdoor	19905161963@163.com
88	WZL outdoor	wuziliang12025@outlook.com
89	Sporty Steps	wyqhjc00001@163.com
90	Laobing Outdoors	3811520763@qq.com
91	ApexMotion1	1280398807@qq.com
92	Crossroads Of The Sun	crossroadsofthesun@outlook.com
93	loveexercise-shop	fmkb5525@outlook.com
94	Little E's Sports & Outdoor Shop	337467499@qq.com
95	TrailBlaze Faces	15713202050@163.com
96	ZHUXINXINYUNDD	fyh1014222@outlook.com
97	SUMMER SIX	wolikangtiktok14@163.com
98	BreakWild	liuxuexin960228@outlook.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
<b>99</b>	Sports First Boutique	chathang333@outlook.com
<b>100</b>	Gaohao outdoor	asy2024040702@163.com

# Exhibit 1

Wumei Lin v. The Individuals, Corporations, Limited Liability Companies, Partnerships and  
Unincorporated Associations Identified in Schedule A  
Defaulting Defendants 1:25-cv-13723

No.	Store Name Store ID Contact	Copyright Infringed	Damages Requested	Enhanced for Willful Infringement
1	AgilePulseSportswearEpicenter 7496279444817349356 beautylook@outlook.com	VA0002441336	\$5,000	15,000
2	YW Sport 7496266527695865943 3011346014@qq.com	VA0002441336	\$5,000	15,000
3	TrailReadyGear 7496275726622755485 13650840124@163.com	VA0002441336	\$5,000	15,000
4	BBI BROTHER 7496271311590099765 18354431856@163.com	VA0002441336	\$5,000	15,000
5	ZH Fashion 7496283853901433178 3469899807@qq.com	VA0002441336	\$5,000	15,000
6	jishi studio1 7496266945446053991 993734901@qq.com	VA0002441336	\$5,000	15,000
7	HalafaTrek 7496277514211592902 389536348@qq.com	VA0002441336	\$5,000	15,000
8	Moss Trek Zsh 7496268006454823107 liuke4013@163.com	VA0002441336	\$5,000	15,000
9	NEXUS STYLISTA 7496236869990713732 18006513534@163.com	VA0002441336	\$5,000	15,000
10	Cloud-based outdoor products 7496218192677275729 lizhuo18624830517@163.com	VA0002441336	\$5,000	15,000
11	JYOutdoorSportsS 7496275767586228533 asddfw158@outlook.com	VA0002441336	\$5,000	15,000
12	WOOMOP-SHOP 7496238517622573976 gswz59@163.com	VA0002441336	\$5,000	15,000
13	Gncrs 7496206916429711570 xmj15579257520@163.com	VA0002441336	\$5,000	15,000
14	MUNAA-SHOP 7496236927691623114 rasd86@163.com	VA0002441336	\$5,000	15,000

Wumei Lin v. The Individuals, Corporations, Limited Liability Companies, Partnerships and  
Unincorporated Associations Identified in Schedule A  
Defaulting Defendants 1:25-cv-13723

No.	Store Name Store ID Contact	Copyright Infringed	Damages Requested	Enhanced for Willful Infringement
15	Trailblazerus 7496219766533294442 1515999809@qq.com	VA0002441336	\$5,000	15,000
16	Mini mini01 7496230745679432572 meiqufushi0003@163.com	VA0002441336	\$5,000	15,000
17	Blaze & Trail Co. 7496289435276970740 a2823408197@163.com	VA0002441336	\$5,000	15,000
18	riverstones366 7496277500394703730 cruzricky4570@163.com	VA0002441336	\$5,000	15,000
19	Yitao Enterprise Store 7496218244967467684 1105653532@qq.com	VA0002441336	\$5,000	15,000
20	TropicTwist 7496132791733029520 2429475880@qq.com	VA0002441336	\$5,000	15,000
21	CYLDYLi 7496250154592536918 18354936292@163.com	VA0002441336	\$5,000	15,000
22	ShapeBliss 7496164443773635199 3117241330@qq.com	VA0002441336	\$5,000	15,000
23	Outdoor and Sports Store 7496226028568087346 1919644147@qq.com	VA0002441336	\$5,000	15,000
24	WildRide World 7496243396005234690 mophyhuang@outlook.com	VA0002441336	\$5,000	15,000
25	Light source culture 7496188488695384492 ttqllmt123456@163.com	VA0002441336	\$5,000	15,000
26	DAMAIOK 7496260764120156585 59847758@qq.com	VA0002441336	\$5,000	15,000
27	Rush-shop 7496210971249445408 oxod7384@outlook.com	VA0002441336	\$5,000	15,000
28	Summit Quest Outdoors 7496267676213873424 2823408197@qq.com	VA0002441336	\$5,000	15,000

Wumei Lin v. The Individuals, Corporations, Limited Liability Companies, Partnerships and  
Unincorporated Associations Identified in Schedule A  
Defaulting Defendants 1:25-cv-13723

No.	Store Name Store ID Contact	Copyright Infringed	Damages Requested	Enhanced for Willful Infringement
29	JSDHIASHOP 7496274225148758803 liufubin113322@163.com	VA0002441336	\$5,000	15,000
30	WindStrider Outdoor Sports 7496230471765232450 w497732811@qq.com	VA0002441336	\$5,000	15,000
31	ENUDKSHOP 7496277508090333514 liuhuazhang112233@163.com	VA0002441336	\$5,000	15,000
32	Weekend Threads 7496282821297670881 liufujie951753@163.com	VA0002441336	\$5,000	15,000
33	ZestMove Store 7496238153721546787 1378034628@qq.com	VA0002441336	\$5,000	15,000
34	GlamourWave44 7496253594146932810 18232262111@163.com	VA0002441336	\$5,000	15,000
35	NHGDSFHHOP 7496277537922190150 15512683167@163.com	VA0002441336	\$5,000	15,000
36	Miturn bikini 7495975691881449508 13188516377@163.com	VA0002441336	\$5,000	15,000
37	WildPaceZ 7496259537831561414 3907369078@qq.com	VA0002441336	\$5,000	15,000
38	Outdoor products.. 7496259233324042875 18263769158@163.com	VA0002441336	\$5,000	15,000
39	TideWanderer Shop 7496277640086980701 18634098933@163.com	VA0002441336	\$5,000	15,000
40	CWHYSGSHOP 7496273229800638965 liufubin11223300@163.com	VA0002441336	\$5,000	15,000
41	JDKSHFUSHOP 7496278980080339043 e18832845444@163.com	VA0002441336	\$5,000	15,000
42	CXSWSHOP 7496181674797860982 z5fsy5@163.com	VA0002441336	\$5,000	15,000

Wumei Lin v. The Individuals, Corporations, Limited Liability Companies, Partnerships and  
Unincorporated Associations Identified in Schedule A  
Defaulting Defendants 1:25-cv-13723

No.	Store Name Store ID Contact	Copyright Infringed	Damages Requested	Enhanced for Willful Infringement
43	Li Shubin Sports Outdoor0508 7496181819694483892 14735826023@163.com	VA0002441336	\$5,000	15,000
44	Twilight Couture 7496227763010112112 2640907943@qq.com	VA0002441336	\$5,000	15,000
45	PKYUSHOP 7496188151460694282 cgoie8@163.com	VA0002441336	\$5,000	15,000
46	RogueHelix 7496084949087324670 3449232249@qq.com	VA0002441336	\$5,000	15,000
47	Panhongjustore 7496319982788970934 x13237983130@126.com	VA0002441336	\$5,000	15,000
48	Guangdong Economic and Trade Movement 7494096408374772857 516367931@qq.com	VA0002441336	\$5,000	15,000
49	WLL Sports Store 7496204536246601872 m13147645516@163.com	VA0002441336	\$5,000	15,000
50	The Silk Sports shop 7496309980843378856 17525966497@163.com	VA0002441336	\$5,000	15,000
51	QIDAO SHOP 7496219569695459478 i19914711517@163.com	VA0002441336	\$5,000	15,000
52	LumeNest ZDG 7496267579026082404 294986765@qq.com	VA0002441336	\$5,000	15,000
53	Shoreline Swim 8647068647131091755 9090599@qq.com	VA0002441336	\$5,000	15,000
54	ThermoFree 7496169957684185415 3331586517@qq.com	VA0002441336	\$5,000	15,000
55	JIULUO STORE 7496212034151483530 jiuluoshangmao@163.com	VA0002441336	\$5,000	15,000
56	Zihuan sport&outdoors trade AKA MoveFit Trade 7496260390708743133 w3216849@163.com	VA0002441336	\$5,000	15,000

Wumei Lin v. The Individuals, Corporations, Limited Liability Companies, Partnerships and  
Unincorporated Associations Identified in Schedule A  
Defaulting Defendants 1:25-cv-13723

No.	Store Name Store ID Contact	Copyright Infringed	Damages Requested	Enhanced for Willful Infringement
57	fashion sports1 7496238446854310655 19725169555@163.com	VA0002441336	\$5,000	15,000
58	Explorer's Secret 7496210683986282890 haitaikuajing113@outlook.com	VA0002441336	\$5,000	15,000
59	Shingu Trading 7496273103258094357 13588333096@163.com	VA0002441336	\$5,000	15,000
60	Halera US 7496276207826143368 13038128325@163.com	VA0002441336	\$5,000	15,000
61	Bbfirap 7496277539796388805 971596847@qq.com	VA0002441336	\$5,000	15,000
62	Sweetheart Clothes Kitchen 7496258105239571034 dtzxd88@163.com	VA0002441336	\$5,000	15,000
63	Luckie seven 7496297240851090211 look3455@gmail.com	VA0002441336	\$5,000	15,000
64	SHSDASHOP 7496277130957982183 ocilvq@163.com	VA0002441336	\$5,000	15,000
65	Lila Rae 7496267826128718600 695026476@qq.com	VA0002441336	\$5,000	15,000
66	PPP OUTDOOR 7496266886242732699 tong20230420@163.com	VA0002441336	\$5,000	15,000
67	Sunlit Trekker 7496237209578801737 tk1020304050@163.com	VA0002441336	\$5,000	15,000
68	C.J.X Sport 7496270216768882729 1078153448@qq.com	VA0002441336	\$5,000	15,000
69	SolTrail 7496258111200267205 luoxiaowen44@gmail.com	VA0002441336	\$5,000	15,000
70	woodtide478 7496277479718095583 fg12312021@163.com	VA0002441336	\$5,000	15,000

Wumei Lin v. The Individuals, Corporations, Limited Liability Companies, Partnerships and  
Unincorporated Associations Identified in Schedule A  
Defaulting Defendants 1:25-cv-13723

No.	Store Name Store ID Contact	Copyright Infringed	Damages Requested	Enhanced for Willful Infringement
71	Outdoor. Products 7496269053916711239 15152033120@163.com	VA0002441336	\$5,000	15,000
72	AA Outdoor Goods 7496205609089207166 yunjingw111@163.com	VA0002441336	\$5,000	15,000
73	Power Step Sports 7496276249436130153 277789863@qq.com	VA0002441336	\$5,000	15,000
74	Xubo Outdoor Trading Company 7496262861486984011 295985771@qq.com	VA0002441336	\$5,000	15,000
75	Outdoor and Sports111 7496223508631357887 lckuajingtk003@163.com	VA0002441336	\$5,000	15,000
76	VerveVoyage Outpost 7496227003845282436 a19328714209@yeah.net	VA0002441336	\$5,000	15,000
77	Xinyu Purchase 7496261723131054944 312405565@qq.com	VA0002441336	\$5,000	15,000
78	Caijia Commerce 7496297274186828164 3601479508@qq.com	VA0002441336	\$5,000	15,000
79	Love the outdoors 7496304583684295072 wugym@qq.com	VA0002441336	\$5,000	15,000
80	CozyTide 7496266481084172780 yangchen12302@163.com	VA0002441336	\$5,000	15,000
81	miturn swimsuit 7496282303470078210 278915011@qq.com	VA0002441336	\$5,000	15,000
82	Princessa shops 7496118157376129476 459420074@qq.com	VA0002441336	\$5,000	15,000
83	Shen Jia's Outdoor Shop 7496230579913787974 490600609@qq.com	VA0002441336	\$5,000	15,000
84	SOGJN STORE 7496221216388647055 songjunyiliao@163.com	VA0002441336	\$5,000	15,000

Wumei Lin v. The Individuals, Corporations, Limited Liability Companies, Partnerships and  
Unincorporated Associations Identified in Schedule A  
Defaulting Defendants 1:25-cv-13723

No.	Store Name Store ID Contact	Copyright Infringed	Damages Requested	Enhanced for Willful Infringement
85	Guoshang outdoor store 7496230236743895385 18183971420@163.com	VA0002441336	\$5,000	15,000
86	YUNZHOU STORE 7496220974946224715 yunzhizhoushang@163.com	VA0002441336	\$5,000	15,000
87	Vision Outdoor 7496241912234805500 19905161963@163.com	VA0002441336	\$5,000	15,000
88	WZL outdoor 7496241054578477484 wuziliang12025@outlook.com	VA0002441336	\$5,000	15,000
89	Sporty Steps 7496118015317346392 wyqhjc00001@163.com	VA0002441336	\$5,000	15,000
90	Laobing Outdoors 7496237106927143236 3811520763@qq.com	VA0002441336	\$5,000	15,000
91	ApexMotion1 7496151413499988339 1280398807@qq.com	VA0002441336	\$5,000	15,000
92	Crossroads Of The Sun 7496200139608656276 crossroadsofthesun@outlook.com	VA0002441336	\$5,000	15,000
93	loveexercise-shop 7496205763066825135 fmkb5525@outlook.com	VA0002441336	\$5,000	15,000
94	Little E's Sports & Outdoor Shop 7496216000228329858 337467499@qq.com	VA0002441336	\$5,000	15,000
95	TrailBlaze Faces 7496229349217831761 15713202050@163.com	VA0002441336	\$5,000	15,000
96	ZHUXINXINYUNDD 7496098205961521764 fyh1014222@outlook.com	VA0002441336	\$5,000	15,000
97	SUMMER SIX 7496220808346503314 wolikangtiktok14@163.com	VA0002441336	\$5,000	15,000
98	BreakWild 7496224789824637533 liuxuexin960228@outlook.com	VA0002441336	\$5,000	15,000

Wumei Lin v. The Individuals, Corporations, Limited Liability Companies, Partnerships and  
 Unincorporated Associations Identified in Schedule A  
 Defaulting Defendants 1:25-cv-13723

No.	Store Name Store ID Contact	Copyright Infringed	Damages Requested	Enhanced for Willful Infringement
99	Sports First Boutique 7496226867959663481 chathang333@outlook.com	VA0002441336	\$5,000	15,000
100	Gaohao outdoor 7496302029316982952 asy2024040702@163.com	VA0002441336	\$5,000	15,000
<b>Total:</b>			<b>\$500,000.00</b>	<b>\$1,500,000.00</b>

**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-13723-MSS-HKM**

**Honorable Manish S. Shah**

**Magistrate Heather K. McShain**

**DECLARATION OF WUMEI LIN IN SUPPORT OF PLAINTIFF'S  
MOTION FOR DEFAULT AND DEFAULT JUDGMENT**

I, Wumei Lin, of Shenzhen City, Guangdong Province 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 owner of the photos protected by copyright registration VA0002441336, (the "Copyright Protected Photographs"). I make this declaration from my matters within my own personal knowledge unless stated otherwise.

4. Plaintiff licenses the Copyright Protected Photographs to certain companies for use in connection with the advertising and sale of clothing and apparel. The Defaulting Defendants are not authorized to reproduce, distribute, or display the Copyright Protected Photographs.

5. Plaintiff seeks an award of statutory damages against the Defendants (the “Defaulting Defendants”) in this action. The Defaulting Defendants are accused of intentionally and willfully infringing Plaintiff’s following federally registered copyrights asserted in this action: VA0002441336 (the “Copyright Protected Photographs”).

6. It is without question that the Defaulting Defendants have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Photographs. In this regard, Plaintiff’s Copyright Protected Photographs, without obtaining a license, have appeared on the Defaulting Defendants’ online stores maintained with the Platform (the “Online Stores”).

7. 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.

8. The Defaulting Defendants have intentionally used the Copyright Protected Photographs for soliciting their product sales without obtaining a license and have never been authorized to use the Copyright Protected Photographs.

9. It is impossible to definitively calculate the Defaulting Defendants’ total sales on the Platform through their Online Stores or to ascertain their expenses related to their infringing sales because they have failed to appear, defend, or otherwise participate in this action.

10. The Defaulting Defendants named in Plaintiff’s copyright infringement enforcement actions is engaged in the practice of copying Plaintiff’s copyright protected photographs and then associating these images with sale and promotion of unauthorized products of questionable quality, thereby deceiving consumers – including the citizens of the State of Illinois. Plaintiff maintains that the Defaulting Defendants are acting in concert, pursuant to a common scheme, whereby they copy the copyright protected photographs, without authorization,

or such unauthorized images are being provided by the same common source associated with manufacturing the competing products being sold on the Defaulting Defendants' Platform storefronts.

11. 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. 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.

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

Executed on January 29, 2026, in Shenzhen City, Guangdong Province of the People's Republic of China.

By: /s/ Wumei Lin  
WUMEI LIN

**CERTIFICATE OF SERVICE**

I hereby certify that on the 29th 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/ Katherine Kuhn  
Katherine M. Kuhn (Bar No. 6331405)

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
1	AgilePulseSportswearEpicenter	beautylook@outlook.com
2	YW Sport	3011346014@qq.com
3	TrailReadyGear	13650840124@163.com
4	BBI BROTHER	18354431856@163.com
5	ZH Fashion	3469899807@qq.com
6	jishi studio1	993734901@qq.com
7	HalafaTrek	389536348@qq.com
8	Moss Trek Zsh	liuke4013@163.com
9	NEXUS STYLISTA	18006513534@163.com
10	Cloud-based outdoor products	lizhuo18624830517@163.com
11	JYOutdoorSportsS	asddf158@outlook.com
12	WOOMOP-SHOP	gswz59@163.com
13	Gncrs	xmj15579257520@163.com
14	MUNAA-SHOP	rasd86@163.com
15	Trailblazerus	1515999809@qq.com
16	Mini mini01	meiqufushi0003@163.com
17	Blaze & Trail Co.	a2823408197@163.com
18	riverstones366	cruzricky4570@163.com
19	Yitao Enterprise Store	1105653532@qq.com
20	TropicTwist	2429475880@qq.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
21	CYLDYLi	18354936292@163.com
22	ShapeBliss	3117241330@qq.com
23	Outdoor and Sports Store	1919644147@qq.com
24	WildRide World	mophyhuang@outlook.com
25	Light source culture	ttqlmt123456@163.com
26	DAMAIOK	59847758@qq.com
27	Rush-shop	oxod7384@outlook.com
28	Summit Quest Outdoors	2823408197@qq.com
29	JSDHIASHOP	liufubin113322@163.com
30	WindStrider Outdoor Sports	w497732811@qq.com
31	ENUDKSHOP	liuhuazhang112233@163.com
32	Weekend Threads	liufujie951753@163.com
33	ZestMove Store	1378034628@qq.com
34	GlamourWave44	18232262111@163.com
35	NHGDSFHHOP	15512683167@163.com
36	Miturn bikini	13188516377@163.com
37	WildPaceZ	3907369078@qq.com
38	Outdoor products..	18263769158@163.com
39	TideWanderer Shop	18634098933@163.com
40	CWHYSGSHOP	liufubin11223300@163.com
41	JDKSHFUSHOP	e18832845444@163.com
42	CXSWSHOP	z5fsy5@163.com
43	Li Shubin Sports Outdoor0508	14735826023@163.com
44	Twilight Couture	2640907943@qq.com
45	PKYUSHOP	cgoie8@163.com
46	RogueHelix	3449232249@qq.com
47	panhongjustore	x13237983130@126.com
48	Guangdong Economic and Trade Movement	516367931@qq.com
49	WLL Sports Store	m13147645516@163.com
50	The Silk Sports shop	17525966497@163.com
51	QIDAO SHOP	i19914711517@163.com
52	LumeNest ZDG	294986765@qq.com
53	Shoreline Swim	9090599@qq.com
54	ThermoFree	3331586517@qq.com
55	JIULUO STORE	jiuluoshangmao@163.com
56	Zihuan sport&outdoors trade AKA MoveFit Trade	w3216849@163.com
57	fashion sports1	19725169555@163.com
58	Explorer's Secret	haitaikujing113@outlook.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
59	Shingu Trading	13588333096@163.com
60	Halera US	13038128325@163.com
61	Bbfirap	971596847@qq.com
62	Sweetheart Clothes Kitchen	dtzxd88@163.com
63	Luckie seven	look3455@gmail.com
64	SHSDASHOP	ocilvq@163.com
65	Lila Rae	695026476@qq.com
66	PPP OUTDOOR	tong20230420@163.com
67	Sunlit Trekker	tk1020304050@163.com
68	C.J.X Sport	1078153448@qq.com
69	SolTrail	luoxiaowen44@gmail.com
70	woodtide478	fg12312021@163.com
71	Outdoor. Products	15152033120@163.com
72	AA Outdoor Goods	yunjingwl11@163.com
73	Power Step Sports	277789863@qq.com
74	Xubo Outdoor Trading Company	295985771@qq.com
75	Outdoor and Sports111	lckuajingtk003@163.com
76	VerveVoyage Outpost	a19328714209@yeah.net
77	Xinyu Purchase	312405565@qq.com
78	Caijia Commerce	3601479508@qq.com
79	Love the outdoors	wugym@qq.com
80	CozyTide	yangchen12302@163.com
81	miturn swimsuit	278915011@qq.com
82	Princessa shops	459420074@qq.com
83	Shen Jia's Outdoor Shop	490600609@qq.com
84	SOGJN STORE	songjunyiliao@163.com
85	Guoshang outdoor store	18183971420@163.com
86	YUNZHOU STORE	yunzhizhoushang@163.com
87	Vision Outdoor	19905161963@163.com
88	WZL outdoor	wuziliang12025@outlook.com
89	Sporty Steps	wyqhjc00001@163.com
90	Laobing Outdoors	3811520763@qq.com
91	ApexMotion1	1280398807@qq.com
92	Crossroads Of The Sun	crossroadsofthesun@outlook.com
93	loveexercise-shop	fmkb5525@outlook.com
94	Little E's Sports & Outdoor Shop	337467499@qq.com
95	TrailBlaze Faces	15713202050@163.com
96	ZHUXINXINYUNDD	fyh1014222@outlook.com
97	SUMMER SIX	wolikangtiktok14@163.com
98	BreakWild	liuxuexin960228@outlook.com

<b>Defendant No.</b>	<b>Seller's Name</b>	<b>Seller Contact</b>
<b>99</b>	Sports First Boutique	chathang333@outlook.com
<b>100</b>	Gaohao outdoor	asy2024040702@163.com