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

SHENZHEN PEISHI ADVERTISING MEDIA CO. LTD., Plaintiff, v. THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND UNINCORPORATED ASSOCIATIONS IDENTIFIED IN SCHEDULE "A" HERETO, Defendants.	**Case No. 1:25-cv-14376-JIC-LKM** **Honorable Jeffrey I. Cummings** **Magistrate Laura K. McNally**

PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT AGAINST THE DEFENDANTS IDENTIFIED IN AMENDED SCHEDULE "A" WITH THE EXCEPTION OF CERTAIN DEFENDANTS

COMES NOW, Plaintiff Shenzhen Peishi Advertising Media Co. Ltd., ("Peishi" or "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 Defendants identified in Schedule "A" to the Complaint identified below with the exception of certain Defendants. Plaintiff's Motion disposes of the case.

Plaintiff respectfully moves this Court for an order entering default and default judgment against the Defendants identified in Schedule "A" and finding that Defaulting Defendants are liable on all counts of Plaintiff's Complaint. Fed. R. Civ. P. 55(a) and (b)(2). Plaintiff further seeks an award of Plaintiff's lost profits for willful patent infringement against Defaulting Defendants for use of U.S. Patent No. 12,324,440 (the "440 Patent" or "Smoker Patent") in products sold through each of the Defendant Internet Stores.

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

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

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

DATED this 20th day of May 2026.

Respectfully submitted,

/s/ William R. Brees
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CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of May 2026, I electronically filed the foregoing document with the clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record and via electronic service at the addresses provided for by third party e-commerce platforms.

Table 1: Defendants Served

Defendant No.	Defendant No.
1	DISMISSED
2	DISMISSED
DISMISSED	20
4	21
5	22
6	23
7	24
8	25
9	26
10	27
DISMISSED	28
12	DISMISSED
13	DISMISSED
DISMISSED	31
DISMISSED	32
16	33
17	DISMISSED

/s/ William R. Brees
William R. Brees
Attorney for Plaintiff

SCHEDULE A

DEFENDANT NO.	SELLER NAME	SELLER ID
1	YanzhiJie	A5BKPCGV6URMX
2	Haosailei Store	A68FWNN60THJX
~~3~~	~~**DISMISSED**~~	~~**DISMISSED**~~
4	TRPYD	A1RAZTRXKKKP7V
5	HEJOHJY® Tech	A39X7N7IM25LRG
6	BLUBLD	A187DBXETT85UB
7	Kusche2024	AD0J6MGUUW0VU
8	KOUARA-US	A31J8PYJ904N8O
9	chunmingXie	A34ZUEJVIZOF51
10	Flux Living	A3GUBTFA48LCXW
~~11~~	~~**DISMISSED**~~	~~**DISMISSED**~~
12	FKUFKU-US	A36CQFNEZDSIXT
13	Ayling Pan	A3NDT16YEPEB94
~~14~~	~~**DISMISSED**~~	~~**DISMISSED**~~
~~15~~	~~**DISMISSED**~~	~~**DISMISSED**~~
16	YML US STORE	A2MKNULUG4ZI99
17	Zhuxida shop	A325ZUVV9YHS6H
~~18~~	~~**DISMISSED**~~	~~**DISMISSED**~~
~~19~~	~~**DISMISSED**~~	~~**DISMISSED**~~
20	yisuipuus	A3L5F4RJIT9IWV
21	MOMULL	A1F8J4BZ535ASN
22	VGIUB	A9GGSUSJCNLON
23	Charm-Store	A3GNPLAQPR0Z4Q
24	PJWYSHOP	A16TFM2LJ18S6W
25	BeenQ	A2Z0MPWHD4TWOE
26	Yinduz	A1YU4VEUIVHC61
27	zhonghuiying	A3RNPK4GENCTGD

28	zhongxiayue	A1FGBY7BYVJ6NY
~~29~~	~~**DISMISSED**~~	~~**DISMISSED**~~
~~30~~	~~**DISMISSED**~~	~~**DISMISSED**~~
31	GanZhouShunHaoJianZhuYouXianGongSi	A3U23OYH51V436
32	Grebilux	A2J9E91KB8TEB4
33	UPSPORT Daily Product Shop AEO-US	AA6YU3N632YUL
~~34~~	~~**DISMISSED**~~	~~**DISMISSED**~~

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

SHENZHEN PEISHI ADVERTISING MEDIA CO. LTD., Plaintiff, v. THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND UNINCORPORATED ASSOCIATIONS IDENTIFIED IN SCHEDULE "A" HERETO, Defendants.	**Case No. 1:25-cv-14376-JIC-LKM** **Honorable Jeffrey I. Cummings** **Magistrate Laura K. McNally**

MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT AGAINST CERTAIN DEFENDANTS

Plaintiff Shenzhen Peishi Advertising Media Co. Ltd., ("Peishi" or "Plaintiff"), by and through its counsel, submits the following memorandum in support of its Motion for Entry of Default and Default Judgment pursuant to Federal Rule of Civil Procedure 55(a) and (b). Plaintiff respectfully moves the Court for an entry of Default and Default Judgment against the defendants identified in Schedule "A" to the Complaint (collectively, "Defaulting Defendants"), with the exception of certain defendants that have already been dismissed, in Plaintiff's action for willful infringement of U.S. Patent No. 12,324,440 (the '440 Patent or "Smoker Patent"). Defaulting Defendants refers to those Defendants who have not appeared, have not been voluntarily dismissed from the case, for whom a notice of settlement has not been filed, and who have not filed an answer to the Complaint. See the Declaration of William R. Brees (the "Brees Decl.") ¶ 6 and Exhibit A to the Brees Decl. Plaintiff's Motion disposes of the case.

STATEMENT OF FACTS

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

Plaintiff filed the present suit on November 24, 2025 [Dkt. No. 1]. The case was assigned to the Honorable Jeffrey I. Cummings, who granted Plaintiff's ex parte motion to seal, motion for temporary restraining order, asset restraint, expedited discovery, and motion for electronic service. [Dkts. 13, 23, 24]. Plaintiff's Motion for Preliminary Injunction was filed on May 8, 2026 [Dkt. No. 30]. Plaintiff voluntarily dismissed Defendants number 3, 11, 14, 15, 18, 19, 29, 30, and 34 [Dkts. 22, 31]. The Court issued a summons as to Defendants, The Partnerships and Unincorporated Associations Identified on Schedule A on April 28, 2026, which Plaintiff returned executed on Defendants on April 28, 2026. [Dkts. 26, 27].

At this stage, Plaintiff is asking the Court for an entry of default and an order for default judgment against the Defendants identified in Schedule "A" to the Complaint with the exception of the defendants who Plaintiff voluntarily dismissed, for whom a notice of settlement has been filed, or who have appeared in this litigation. An entry of default only requires a showing that the Defendants have failed to plead or otherwise defend against the judgment and other affirmative relief sought. Fed. R. Civ. P. 55(a). Plaintiff served the Summons on Defaulting Defendants, via electronic service on April 28, 2026. [Dkt. 27]. As of today, those Defendants who have not been voluntarily dismissed and have failed to file an answer within 21 days of the service, are in default. None of the Defaulting Defendants have filed an answer or otherwise pled in this action. *See* Brees Decl. at ¶ 2.

By choosing not to participate in this case, Defaulting Defendants have failed to produce any documents or information for: (1) identifying each and every domain name, online marketplace account and/or financial accounts used by Defaulting Defendants, including the owner(s) and/or operator(s) of each Online Marketplace; (2) showing costs, cost allocations, revenues, and profits of Defaulting Defendants; or (3) relating to each and every purchase that Defaulting Defendants have made relating to the Smoker Patent and/or the Infringing Products, including records of the products purchased, the sale prices, images of the products, records of suppliers and manufacturers of the products, records of steps taken by Defaulting Defendants to determine whether such products were new or genuine, and records of investigation notes regarding purchase of the products, including the identity of the person(s) responsible for such investigation. Limited information provided by Amazon.com, Inc. ("Amazon") for Defaulting Defendants indicates that the amount currently restrained in Defaulting Defendants' known financial accounts ranges from $0.00 - $10,580.30 Brees Decl. at ¶ 4.) Additionally, the limited information provided by Amazon indicates that the known revenue generated by the Defaulting Defendants from the sale of the specific Infringing Product listings reported by Plaintiff is up to at least $483,612.92. *Id*. at ¶ 5. Plaintiff does not have any infringing sales information for other potential Infringing Products sold by Defaulting Defendants.

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

ARGUMENT

I. JURISDICTION AND VENUE ARE PROPER IN THIS COURT

This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Patent Act, 35 U.S.C. § 11, *et seq.*, 28 U.S.C. § 1338(a)-(b) and 28 U.S.C. § 1331. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets business activities toward consumers in Illinois and causes harm to Plaintiff's business within this Judicial District. *See* [Dkt. 1] at ¶¶ 1-5; *uBID, Inc. v. GoDaddy Grp., Inc*. 623 F.3d 421, 423-24 (7th Cir. 2010) (without benefit of an evidentiary hearing, plaintiff bears only the burden of making a *prima facie* case for personal jurisdiction; all of plaintiff's asserted facts should be accepted as true and any factual determinations should be resolved in its favor).

Through at least the fully interactive, e-commerce stores operating under the Seller Aliases, each of the Defaulting Defendants has targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and, on information and belief, has sold Infringing Products to consumers in the United States, including the State of Illinois. [Dkt. 1] at ¶¶ 30-37. Personal jurisdiction exists over Defaulting Defendants since they directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive e-commerce stores under the Seller Aliases through which Illinois residents can purchase Infringing Products. *Id.* *See Monster Energy Co. v. Chen Wensheng, et al.*, 2015 U.S. Dist. LEXIS 132283, at *11 (N.D. Ill. Sept. 29, 2015).

II. PLAINTIFF 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 November 24, 2025, Plaintiff filed its Complaint alleging federal patent infringement of the '440 Patent pursuant to 35 U.S.C. § 271 (Count I); and Unjust Enrichment under Illinois State Common Law (Count II) [Dkt. No. 1]. The Defendants were properly served with the Complaint on April 28, 2026. [Dkt. 27]. Despite having been served with process, none of the Defaulting Defendants have filed an answer or otherwise pled in this action. (Brees Decl. at ¶ 2). On information and belief, the Defaulting Defendants are not active-duty members of the U.S. armed forces. *Id.* at ¶ 3. Accordingly, Plaintiff asks for entry of default against the Defaulting Defendants.

III. 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 April 28, 2026. [Dkt. 27]. The answer deadline of May 19, 2026, has passed, and no answer or other responsive pleading has been filed by any of the Defaulting Defendants. *See* Fed. R. Civ. P. 12(a)(1)(A). Accordingly, default judgment is appropriate, and pursuant to 35 U.S.C. § 289, Plaintiff requests an award of Defaulting Defendants' profits resulting from Defaulting Defendants' unauthorized use and infringement of the Smoker Patent on products sold through the e-commerce stores operating under the Seller Aliases. Plaintiff also seeks entry of a permanent injunction prohibiting Defaulting Defendants from making, using, offering for sale, selling, and importing Infringing Products. Plaintiff further seeks an order that, for Defaulting Defendants wherein the infringing product revenue is unknown, all assets in their financial accounts, including those operated by Amazon, as well as any newly discovered assets, but no less than $250, be transferred to Plaintiff.

The United States Patent Act provides that "whoever without authority makes, uses, offers to sell, or sells any patented invention, within the United States or imports into the United States any patented invention during the term of the patent therefor, infringes the patent." 35 U.S.C. §271(a). Plaintiff alleged in its Complaint that it is the lawful assignee of all right, title, and interest in and to the '440 Patent. [Dkt. 1] at ¶ 36. Plaintiff has also alleged that Defaulting Defendants make, use, offer for sale, sell, and/or import into the United States for subsequent sale or use Infringing Products that infringe directly and/or indirectly the Smoker Patent. *Id*. at ¶ 39. Exhibit 3 to the Complaint shows that an ordinary observer would be deceived into thinking that the Infringing Products were the same as the Smoker Patent. [Dkts. 1-3, 2-3]. *See Competitive Edge, Inc. v. Staples, Inc*., 763 F. Supp. 2d 997, 1011 (N.D. Ill. 2010) (citing *Egyptian Goddess, Inc. v. Swisa, Inc*., 543 F.3d 665, 672 (Fed. Cir. 2008)). Finally, Plaintiff alleged that it has not licensed or authorized Defaulting Defendants to use the Smoker Patent, and none of the Defaulting

Defendants are authorized retailers. [Dkt. 1] at ¶ 37. Since the Defaulting Defendants have failed to answer or otherwise plead in this matter, the Court must accept the allegations contained in Plaintiff's Complaint as true. *See* Fed. R. Civ. P. 8(b)(6); *Am. Taxi Dispatch, Inc., v. Am. Metro Taxi & Limo Co.,* 582 F. Supp. 2d 999, 1004 (N.D. Ill. 2008). Accordingly, Plaintiff requests entry of judgment with respect to Count I for patent infringement against the Defaulting Defendants.

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

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

In this case, the well-pleaded allegations in the Complaint, which are taken as true upon default, establish that Defaulting Defendants have infringed Plaintiff's '440 Patent by selling automatic smoker products that incorporate the patented technology without authorization. The limited financial information available shows that Defaulting Defendants have generated revenue of up to at least $483,612.92 from the sale of the Infringing Products, demonstrating the commercial success of the infringing activity. Brees Decl. ¶ 5.

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

A. Plaintiff's Calculation of a Reasonable Royalty

A reasonable royalty is the minimum award provided by the Patent Act and thus the starting point to calculate damages. *See* 35 U.S.C. § 284 ("Upon finding for the claimant the court shall award the claimant damages adequate to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by the infringer, together with interest and costs as fixed by the court."). To determine reasonable royalty damages, a "willing licensor-willing licensee" approach is used. This approach attempts to ascertain the royalty upon which the parties would have agreed had they successfully negotiated an agreement just before infringement began. *See Northlake Mktg. & Supply, Inc. v. Glaverbel, S.A.*, 72 F. Supp. 2d 893, 911 (N.D. Ill 1999); *Georgia-Pacific Corp. v. United States Plywood Corp.*, 318 F. Supp. 1116, 1120 (S.D.N.Y. 1970), modified, 446 F.2d 295 (2d Cir. 1971), cert. denied, 404 U.S. 870 (1971); *See also Hanson v. Alpine Valley Ski Area, Inc.*, 718 F.2d 1075 (Fed. Cir. 1983); *Radio Steel & Mfg. Co. v. MTD Prods., Inc.*, 788 F.2d 1554, 1557 (Fed. Cir. 1986) ("The determination of a reasonable royalty, however, is based not on the infringer's profit, but on the royalty to which a willing licensor and a willing licensee would have agreed at the time the infringement began").

Plaintiff has calculated that royalty to include a baseline $10,000 plus 10% of sales as supported by the Declaration of Plaintiff's Store Operations Manager, Xiaoling Chen ("Chen Decl.) attached hereto as **Exhibit 2**. Plaintiff values its lawful patent rights by excluding others from making, using, selling, offering for sale, and importing to the U.S. any products that embody the '440 Patent. Accordingly, Plaintiff would not voluntarily grant a license to any Defaulting Defendants. See Chen Decl. ¶ 9. However, even without a license, the Defaulting Defendants sold products that infringe the '440 Patent for a price lower than that of Plaintiff's genuine products, thus, undercutting Plaintiff's business and eroding its prices. *Id*. at 10. Due to the inescapable price erosion and lost sales that would arise from licensing the '440 Patent, if forced to accept a licensing agreement under the "willing licensor-willing licensee" standard, Plaintiff would demand a licensing fee of no less than $10,000.00 USD plus 10% of each of Defaulting Defendant's sales of the Infringing Products in exchange for a non-exclusive license, with the licensee being responsible for all transaction costs associated with negotiation of the licensing, such as drafting costs, due diligence, and attorneys' fees. *Id*. at ¶ 12.

Regarding the 10% of sales, the figures are calculated based on discovery from Amazon under the temporary restraining order. As required by that order, Amazon produced information regarding sales of the infringing products identified on Schedule A. An excerpt of the production from Amazon is shown in the Brees Decl. ¶ 6 in the columns labeled as "Number of Infringing Products Sold", and "Infringing Product Revenue" with the same "Infringing Product Revenue" being shown in ¶ 7.

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

Plaintiff elects to seek damages of reasonable royalty against Defendant Number 4, 5, 6, 9, 10, 13, 16, 21, 22, 23, 24, 25, 26, 27, and 28 (collectively the "Royalty Defendants").

B. Plaintiff is Entitled to Transactional Costs

Again, a reasonable royalty is the statutory floor for an award upon a finding of patent infringement. See 35 U.S.C. § 284. Plaintiff is entitled to a full award "adequate to compensate for the infringement." *Id*. Such compensatory damages seek to determine "the difference between the [Plaintiff's] pecuniary condition after infringement, and what his condition would have been if the infringement had not occurred." *Aro Mfg. Co. v. Convertible Top Replacement Co.*, 377 U.S. 476, 507 (1964). The Federal Circuit has interpreted § 284 to be expansive rather than limiting. For example, in *Minco*, the Federal Circuit noted that "damages under section 284 does not limit the patent holder to the amount of diverted sales of a commercial embodiment of the patented product." *Minco, Inc. v. Combustion Eng'g, Inc.*, 95 F.3d 1109, 1118 (Fed. Cir. 1996). Likewise, in *Rite-Hite*, the Court recognized that the statute sets only a lower limit, with no other restrictions on how to calculate damages. *Rite-Hite Corp. v. Kelley Co*., 56 F.3d 1538, 1544 (Fed. Cir. 1995) ("the language of the statute is expansive rather than limiting. It affirmatively states that damages must be adequate, while providing only a lower limit and no other limitation."). Finally, the Federal Circuit has "previously recognized that patentees may be entitled to damages above a reasonable royalty on theories entirely distinct from lost profits." *Mars, Inc. v. Coin Acceptors, Inc.*, 527 F.3d 1359, 1366 (Fed. Cir. 2008) (citing *Minco*, 95 F.3d at 1120).

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

Core Dist., Inc. v. Doe, 16-cv-04059, 2018 U.S. Dist. LEXIS 200383 (D. Minn. Nov. 27, 2018) has significant persuasive value because, while out of District, it too involved a "Schedule A" style case against a series of infringers and a request for default judgement against the infringers who failed to appear. *Id*. at *2. *Core* is also an example of a default judgment order in a "Schedule A" style case that a) involved a claim for patent infringement and b) is reported by a digital reporting service (Lexis.com) and thus searchable. The vast majority of such decisions are not reported and are thus difficult to identify without specific knowledge of the case. In Core, the Court explained that transaction costs were justified because they would have been required by the patentee in relation to costs incurred in due diligence, negotiation, and drafting of any license agreement. *Id.* at *20-21. The *Core* Court is not alone in this assessment. Attached as **Exhibit 3** is a collection of unreported cases, within this District, that have similarly awarded transaction costs to patentees in default judgments. See Ex. 4 at *Cao Group v. The Individuals et al*., N.D. Ill. Case No. 24-cv-1211, Dkt. No. 92 at p. 6 (awarding $50,000 against 25 defendants or $2,000 each); *Shenzhen Jisu Tech. Co. Ltd. v. The Individuals et al*, N.D. Ill. Case No. 24-C-5905, Dkt. No. 53 at p. 5 (awarding $5,000 in transaction costs against a single defaulting defendant); *Weisner Healthcare Innovation LLC v. The Individuals et al*., N.D. Ill. Case No. 24-cv-3777, Dkt. 53 at p. 5 (awarding $50,000 in transaction costs against 21 defaulting defendants or $2,380.95 each); and *Zhang et al. v. The Individuals et al*., N.D. Ill. Case No. 23-cv-6434, Dkt. 106, at p. 4-5 (awarding $50,000 in transaction costs against 29 defaulting defendants or $1,724.14 each).

Plaintiff elects to seek an award of $50,000 in transaction costs against the Royalty Defendants, resulting in an award of $3,333.33 each. *See* Brees Decl. ¶ 9.

C. Plaintiff's Calculation of Lost Profits

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

Applying these principles here, Plaintiff has satisfied each element of the Panduit test. Specifically, Plaintiff would have made a sale for each product sold by Defaulting Defendants because Plaintiff has not provided any licenses to any other party and was therefore the only party who could sell the electronic cocktail smoker products on the market. *See*, Chen Decl. at ¶¶ 6 and 7. There is significant demand for the automatic smoker products covered by the '440 Patent. *Id*. at ¶ 6 and ¶ 13. Plaintiff has the capability to meet the demand captured by the Defaulting Defendants. *Id*. at ¶ 6. While there are similar products available on the market, none of them offer the same features and functionality as Plaintiff's automatic smoker Products. *Id*. Therefore, there is an absence of acceptable non-infringing substitutes that consumers can rely on. Lastly, Plaintiff would have made an average profit of $49.99 per unit sold by the Defaulting Defendants. Chen Decl. at ¶ 11. Accordingly, but for the Defaulting Defendants infringement, Plaintiff would have made the sales for which lost profits are sought.

According to the sales information received by the Plaintiff from Amazon, the Defaulting Defendants collectively sold 16,088 units of Infringing Products, ranging from 11 units to 4,057 units. *See* Brees Decl. ¶ 6. Plaintiff's lost profits per Defaulting Defendant is included in the right column of the table shown in Paragraph 6 of the Brees Decl. with the title (Lost Profit Award") and is calculated by multiplying the number of units sold with the average profit the Plaintiff would have made from that sale. However, the limited Infringing Product revenue information available only includes revenue figures for a single product having a unique product identification number.

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

Plaintiff elects to seek damages of lost profits against the Defendant Number 1, 2, 7, 8, 12, 17, 20, 31, 32, and 33 (collectively the "Lost Profits Defendants").

D. Plaintiff's Election and Calculation of Damages

Based on the foregoing, the Court should award a reasonable royalty and associated transaction costs against the Defendants. Plaintiff respectfully requests this Court to grant Plaintiff the damages award each Defaulting Defendant as shown in the table below:

Def. No.	Store Alias	Total Damages Sought
1	YanzhiJie	$34,843.03
2	Haosailei Store	$77,884.42
4	TRPYD	$13,782.88
5	HEJOHJY® Tech	$13,798.30
6	BLUBLD	$13,875.98
7	Kusche2024	$15,346.93
8	KOUARA-US	$37,442.51

9	chunmingXie	$13,399.25
10	Flux Living	$13,684.32
12	FKUFKU-US	$72,535.49
13	Ayling Pan	$13,487.05
16	YML US STORE	$13,410.98
17	Zhuxida shop	$73,685.26
20	yisuipuus	$14,297.14
21	MOMULL	$13,579.71
22	VGIUB	$13,563.00
23	Charm-Store	$13,505.35
24	PJWYSHOP	$13,632.63
25	BeenQ	$13,526.23
26	Yinduz	$13,402.74
27	zhonghuiying	$13,380.32
28	zhongxiayue	$13,356.15
31	GanZhouShunHaoJianZhuYouXianGongSi	$202,809.43
32	Grebilux	$40,591.88
33	UPSPORT Daily Product Shop AEO-US	$168,966.2
	TOTALS:	**$941,787.18**

V. PLAINTIFF IS ENTITLED TO PERMANENT INJUNCTIVE RELIEF.

In addition to the foregoing relief, Plaintiff respectfully requests entry of a permanent injunction enjoining Defaulting Defendants from infringing or otherwise violating Plaintiff's rights in the Smoker Patent, including at least all injunctive relief previously awarded by this Court to Plaintiff in the TRO and Preliminary Injunction. Plaintiff incorporates by reference its arguments in its Memorandum in Support of its Motion for Temporary Restraining Order, and Memorandum in Support of its Motion for Preliminary Injunction. [Dkt. 16, 30-1]. Plaintiff is also entitled to injunctive relief so it can quickly act against any new e-commerce stores that are identified, found to be linked to Defaulting Defendants, and selling Infringing Products. See, e.g., *Tuf-Tite, Inc. v. Fed. Package Networks, Inc*., 2014 U.S. Dist. LEXIS 163352, at *29 (N.D. Ill. 2014); *Scholle Corp. v. Rapak LLC*, 35 F. Supp. 3d 1005, 1009 (N.D. Ill. 2014); *Nike, Inc. v. Fujian Bestwinn Industry Co., Ltd*., 166 F. Supp. 3d 1177, 1178-79 (D. Nev. 2016).

VI. 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 "properly be based on either willful infringement or bad faith conduct. *Northlake Marketing & Supply, Inc. v. Glaverbel, S.A. (N.D. Ill. 1999) 72 F.Supp.2d 893, 909.* Willful patent infringement requires Plaintiff to prove by clear and convincing evidence that the "alleged infringer acted in disregard of the Patent and had no reasonable basis for believing it had a right to do so." *Trading Technologies Intern., Inc. v. eSpeed, Inc. (N.D. Ill. 2006) 431 F.Supp.2d*

834.

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

CONCLUSION

Plaintiff respectfully requests that the Court enter default judgment against each Defaulting Defendant as described in ¶ 10 to the Brees Declaration, including damages under 35 U.S.C. § 284 against each Defaulting Defendant, which should be enhanced by the Court three times the amount assessed, and a permanent injunction order prohibiting Defaulting Defendants from selling Infringing Products. Plaintiff further seeks an order that, for Defaulting Defendants wherein infringing product revenue is unknown, all assets in Defaulting Defendants' financial accounts, including those operated by Amazon, as well as any newly discovered assets, be transferred to Plaintiff. Plaintiff further seeks an award of costs and attorney fees. Lastly, Plaintiff requests a court order awarding costs and attorney fees to Plaintiff and requiring Plaintiff to provide necessary documentation within 30 days.

DATED this 20th day of May 2026.

Respectfully submitted,

<u>/s/ William R. Brees</u>

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
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of May 2026, I electronically filed the foregoing document with the clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record and via electronic service at the addresses provided for by third party e-commerce platforms.

Table 1: Defendants Served

Defendant No.	Defendant No.
1	DISMISSED
2	DISMISSED
DISMISSED	20
4	21
5	22
6	23
7	24
8	25
9	26
10	27
DISMISSED	28
12	DISMISSED
13	DISMISSED
DISMISSED	31
DISMISSED	32
16	33
17	DISMISSED

/s/ William R. Brees
William R. Brees
Attorney for Plaintiff

Exhibit 1

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

SHENZHEN PEISHI ADVERTISING MEDIA CO. LTD., Plaintiff, v. THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND UNINCORPORATED ASSOCIATIONS IDENTIFIED IN SCHEDULE "A" HERETO, Defendants.	**Case No. 1:25-cv-14376-JIC-LKM** **Honorable Jeffrey I. Cummings** **Magistrate Laura K. McNally**

DECLARATION OF WILLIAM R. BREES

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

1. I am an attorney at law, duly admitted to practice before the United States District Court for the Northern District of Illinois. I am an attorney for Plaintiff Shenzhen Peishi Advertising Media Co. Ltd. ("Peishi" or "Plaintiff"). Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify as follows:
2. I hereby certify that the Defaulting Defendants (as defined in the accompanying Memorandum) have failed to answer or otherwise plead in this action within the allotted time provided by the Court;
3. Our office investigated the infringing activities of the Defaulting Defendants, including attempting to identify the registrant of each associated e-commerce store operating under the

Seller Aliases and its contact information. Our investigation confirmed that the Defaulting Defendants are primarily domiciled in China. As such, I am informed and believe that the Defaulting Defendants are not active-duty members of the U.S. armed forces.

4. The information provided by Amazon for Defaulting Defendants indicates that the amount currently restrained in Defaulting Defendants' known financial accounts ranges from $0.00 - $10,580.30.

5. Additionally, limited information provided by Amazon indicates that the known revenue generated by the Defaulting Defendants from the sale of Infringing Products is up to at least $483,612.92 (see below chart in paragraph 6). The Infringing Product revenue however only relates to a single product with a unique product identification number.

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

Def. No.	Store Alias	Amount Restrained	Number of Infringing Products Sold	Infringing Product Revenue	Lost Profit Award
1	YanzhiJie	$7.29	697	$24,857.36	$34,843.03
2	Haosailei Store	$1,392.44	1,558	$49,807.50	$77,884.42
4	TRPYD	$4,447.62	149	$4,495.50	$7,448.51
5	HEJOHJY® Tech	$0.00	185	$4,649.65	$9,248.15
6	BLUBLD	$515.64	180	$5,426.53	$8,998.20
7	Kusche2024	$655.16	307	$6,864.49	$15,346.93
8	KOUARA-US	$0.00	749	$16,820.79	$37,442.51
9	chunmingXie	$12.56	25	$659.19	$1,249.75
10	Flux Living	$2,719.55	183	$3,509.88	$9,148.17
12	FKUFKU-US	$1,112.80	1,451	$25,278.66	$72,535.49
13	Ayling Pan	$10,580.30	48	$1,537.23	$2,399.52
16	YML US STORE	$8.84	23	$776.52	$1,149.77

17	Zhuxida shop	$352.26	1,474	$31,059.79	$73,685.26
20	yisuipuus	$0.00	286	$6,656.16	$14,297.14
21	MOMULL	$1,007.22	134	$2,463.75	$6,698.66
22	VGIUB	$270.18	122	$2,296.71	$6,098.78
23	Charm-Store	$278.63	60	$1,720.24	$2,999.40
24	PJWYSHOP	$247.04	74	$2,993.01	$3,699.26
25	BeenQ	$1,111.12	67	$1,928.95	$3,349.33
26	Yinduz	$1,161.00	29	$694.07	$1,449.71
27	zhonghuiying	$31.89	27	$469.85	$1,349.73
28	zhongxiayue	$2,637.05	11	$228.24	$549.89
31	GanZhouShunHaoJianZhuYouXianGongSi	$1,003.83	4,057	$157,462.05	$202,809.43
32	Grebilux	$11.61	812	$25,742.04	$40,591.88
33	UPSPORT Daily Product Shop AEO-US	$678.50	3,380	$105,214.76	$168,966.20
	TOTALS:	**$30,242.53**	**16,088**	**$483,612.92**	**$804,239.12**

Plaintiff has decided to seek damages of lost profits from Defendant Numbers 1, 2, 7, 8, 12, 17, 20, 31, 32, and 33 (collectively the "Lost Profits Defendants").

7. A breakdown by Defaulting Defendant of the amount currently restrained Defendant's known infringing sales and Plaintiff's requested reasonable royalty award is in the table below. The Total Royalty is calculated by adding the requested $10,000.00 royalty fee with the 10% of Infringing Product Revenue:

Def. No.	**Store Alias**	**Infringing Product Revenue**	**10% of Infringing Product Revenue**	**Total Royalty**
1	YanzhiJie	$24,857.36	$2,485.74	$12,485.74
2	Haosailei Store	$49,807.50	$4,980.75	$14,980.75

4	TRPYD	$4,495.50	$449.55	$10,449.55
5	HEJOHJY® Tech	$4,649.65	$464.97	$10,464.97
6	BLUBLD	$5,426.53	$542.65	$10,542.65
7	Kusche2024	$6,864.49	$686.45	$10,686.45
8	KOUARA-US	$16,820.79	$1,682.08	$11,682.08
9	chunmingXie	$659.19	$65.92	$10,065.92
10	Flux Living	$3,509.88	$350.99	$10,350.99
12	FKUFKU-US	$25,278.66	$2,527.87	$12,527.87
13	Ayling Pan	$1,537.23	$153.72	$10,153.72
16	YML US STORE	$776.52	$77.65	$10,077.65
17	Zhuxida shop	$31,059.79	$3,105.98	$13,105.98
20	yisuipuus	$6,656.16	$665.62	$10,665.62
21	MOMULL	$2,463.75	$246.38	$10,246.38
22	VGIUB	$2,296.71	$229.67	$10,229.67
23	Charm-Store	$1,720.24	$172.02	$10,172.02
24	PJWYSHOP	$2,993.01	$299.30	$10,299.30
25	BeenQ	$1,928.95	$192.90	$10,192.90
26	Yinduz	$694.07	$69.41	$10,069.41
27	zhonghuiying	$469.85	$46.99	$10,046.99
28	zhongxiayue	$228.24	$22.82	$10,022.82
31	GanZhouShunHaoJianZhuYouXianGongS	$157,462.05	$15,746.21	$25,746.21
32	Grebilux	$25,742.04	$2,574.20	$12,574.20
33	UPSPORT Daily Product Shop AEO-US	$105,214.76	$10,521.48	$20,521.48
	TOTALS:	**$483,612.92**	**$48,361.29**	**$298,361.32**

8. Plaintiff has decided to seek damages of a reasonable royalty from Defendant Numbers 4, 5, 6, 9, 10, 13, 16, 21, 22, 23, 24, 25, 26, 27, and 28 (collectively the "Royalty Defendants").
9. Plaintiff seeks an award of transactional costs in the amount of $50,000.00 against the Defendants, to be divided among the Defendants, to compensate Plaintiff for the hypothetical license negotiation that would have been required had the Defendants negotiated for and entered into licenses as willing licensees. Because there are 15 Royalty Defendants, the

amount to be assessed to each of the Royalty Defendants is calculated by dividing $50,000.00 by 15, which equates to transactional costs of $3,333.33 per Royalty Defendant.

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

Def. No.	Store Alias	Total Damages Sought
1	YanzhiJie	$34,843.03
2	Haosailei Store	$77,884.42
4	TRPYD	$13,782.88
5	HEJOHJY® Tech	$13,798.30
6	BLUBLD	$13,875.98
7	Kusche2024	$15,346.93
8	KOUARA-US	$37,442.51
9	chunmingXie	$13,399.25
10	Flux Living	$13,684.32
12	FKUFKU-US	$72,535.49
13	Ayling Pan	$13,487.05
16	YML US STORE	$13,410.98
17	Zhuxida shop	$73,685.26
20	yisuipuus	$14,297.14
21	MOMULL	$13,579.71
22	VGIUB	$13,563.00
23	Charm-Store	$13,505.35
24	PJWYSHOP	$13,632.63
25	BeenQ	$13,526.23
26	Yinduz	$13,402.74
27	zhonghuiying	$13,380.32
28	zhongxiayue	$13,356.15
31	GanZhouShunHaoJianZhuYouXianGongSi	$202,809.43
32	Grebilux	$40,591.88
33	UPSPORT Daily Product Shop AEO-US	$168,966.2
	TOTALS:	**$941,787.18**

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 Defendants' non-participation, Plaintiff has limited access to information regarding Defaulting Defendants' profits from the sale of the Infringing Products
13. **Exhibit 1** is a chart showing the email addresses used to serve Defaulting Defendants.

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 20th day of May, 2026 at St. Petersburg, Florida.

/s/ *William R. Brees*
William R. Brees

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of May, 2026, I electronically field the foregoing document with the clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record and via electronic service at the addresses provided for by third party e-commerce platforms.

Table 1: Defendants Served

Defendant No.	Defendant No.
1	DISMISSED
2	DISMISSED
DISMISSED	20
4	21
5	22
6	23
7	24
8	25
9	26
10	27
DISMISSED	28
12	DISMISSED
13	DISMISSED
DISMISSED	31
DISMISSED	32
16	33
17	DISMISSED

/s/ William R. Brees
William R. Brees

Exhibit A

EXHIBIT A TO DECLARATION OF WILLIAM R. BREES
DEFAULTING DEFENDANTS' EMAIL ADDRESSES

Def. No.	Store Alias	Amazon Seller ID	Email Address
1	YanzhiJie	A5BKPCGV6URMX	yanzhijieus@outlook.com
2	Haosailei Store	A68FWNN60THJX	haoshaili@163.com
~~3~~	~~DISMISSED~~	~~DISMISSED~~	~~DISMISSED~~
4	TRPYD	A1RAZTRXKKKP7V	yitong20190323us@hotmail.com
5	HEJOHJY® Tech	A39X7N7IM25LRG	henanjinhengju@outlook.com
6	BLUBLD	A187DBXETT85UB	jona_zhang@hitesound.com
7	Kusche2024	AD0J6MGUUW0VU	kusche2024@163.com
8	KOUARA-US	A31J8PYJ904N8O	15897956006@163.com
9	chunmingXie	A34ZUEJVIZOF51	13352866328@163.com
10	Flux Living	A3GUBTFA48LCXW	acs@lionscoe.com
11	~~DISMISSED~~	~~DISMISSED~~	~~DISMISSED~~
12	FKUFKU-US	A36CQFNEZDSIXT	guoxingjian@aliyun.com
13	Ayling Pan	A3NDT16YEPEB94	18501361996@163.com
14	~~DISMISSED~~	~~DISMISSED~~	~~DISMISSED~~
15	~~DISMISSED~~	~~DISMISSED~~	~~DISMISSED~~
16	YML US STORE	A2MKNULUG4ZI99	mlna-amz@laysontech.com
17	Zhuxida shop	A325ZUVV9YHS6H	zxd3520zz@163.com
18	~~DISMISSED~~	~~DISMISSED~~	~~DISMISSED~~
19	~~DISMISSED~~	~~DISMISSED~~	~~DISMISSED~~
20	yisuipuus	A3L5F4RJIT9IWV	yisuipuus@163.com
21	MOMULL	A1F8J4BZ535ASN	fsj13751096793@163.com
22	VGIUB	A9GGSUSJCNLON	33196461@qq.com
23	Charm-Store	A3GNPLAQPR0Z4Q	charmstore88@outlook.com
24	PJWYSHOP	A16TFM2LJ18S6W	3214856861@qq.com
25	BeenQ	A2Z0MPWHD4TWOE	bq_furnisales@hotmail.com

EXHIBIT A TO DECLARATION OF WILLIAM R. BREES
DEFAULTING DEFENDANTS' EMAIL ADDRESSES

26	Yinduz	A1YU4VEUIVHC61	dierlesi2024@outlook.com
27	zhonghuiying	A3RNPK4GENCTGD	1176601166@qq.com
28	zhongxiayue	A1FGBY7BYVJ6NY	shenzhenyzp0928@163.com
29	~~DISMISSED~~	~~DISMISSED~~	~~DISMISSED~~
30	~~DISMISSED~~	~~DISMISSED~~	~~DISMISSED~~
31	GanZhouShunHaoJianZhuYouXianGongSi	A3U23OYH51V436	esmeraldalayssard488@outlook.com
32	Grebilux	A2J9E91KB8TEB4	gqbuild@outlook.com
33	UPSPORT Daily Product Shop AEO-US	AA6YU3N632YUL	yinkai0318@outlook.com
34	~~DISMISSED~~	~~DISMISSED~~	~~DISMISSED~~

Exhibit 2

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

SHENZHEN PEISHI ADVERTISING MEDIA CO. LTD.,

Plaintiff,

v.

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

Defendants.

Case No. 1:25-cv-14376-JIC-LKM

Honorable Jeffrey I. Cummings

Magistrate Laura K. McNally

DECLARATION OF XIAOLING CHEN IN SUPPORT OF PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed this __ day of May 2026, in Shenzhen, China.

By: *<u>/s/ Xiaoling Chen</u>*
Xiaoling Chen

Exhibit 3

External_Seller_ID	ASIN	Net_Ordered_Units	Net_Ordered_GMS_USD	Price per Unit
A16TFM2LJ18S6W	B0FHWJ6B4Y	74	2993.01	40.45
A187DBXETT85UB	B0FCLRCJ5W	180	5426.53	30.15
A1F8J4BZ535ASN	B0FM6Z6VZ5	134	2463.75	18.39
A1FGBY7BYVJ6NY	B0FDWP3TNX	11	228.24	20.75
A1RAZTRXKKKP7V	B0F9X19MY1	149	4495.50	30.17
A1YU4VEUIVHC61	B0FJDPQB6F	29	694.07	23.93
A26J71PXZ5M2D4	B0FDWP4Q8D	373	10508.52	28.17
A2J9E91KB8TEB4	B0FM2RSX1P	812	25742.04	31.70
A2MKNULUG4ZI99	B0F9F535R6	23	776.52	33.76
A2Z0MPWHD4TWOE	B0FDGJSB22	67	1928.95	28.79
A31J8PYJ904N8O	B0FD7KQYSQ	749	16820.79	22.46
A325ZUVV9YHS6H	B0FFMV6W1T	1474	31059.79	21.07
A34ZUEJVIZOF51	B0FGDSSKDR	25	659.19	26.37
A36CQFNEZDSIXT	B0FDGRW4KM	1451	25278.66	17.42
A36UOEBHLEABS3	B0FGJ9DQ3T	125	3330.20	26.64
A39X7N7IM25LRG	B0FCYDFYHB	185	4649.65	25.13
A3GNPLAQPR0Z4Q	B0FD9V1BH7	60	1720.24	28.67
A3GUBTFA48LCXW	B0FDWPF3TF	183	3509.88	19.18
A3KRVAWQ1WD5SH	B0FD34CKQ9	991	22268.94	22.47
A3L5F4RJIT9IWV	B0FCMDH37P	286	6656.16	23.27
A3NDT16YEPEB94	B0FDKMQXRB	48	1537.23	32.03
A3RNPK4GENCTGD	B0FDGHQ2YT	27	469.85	17.40
A3U23OYH51V436	B0FK4LL7K7	4057	157462.05	38.81
A5BKPCGV6URMX	B0F9NKLBSB	697	24857.36	35.66
A68FWNN60THJX	B0FDGJQW33	1558	49807.50	31.97
A9GGSUSJCNLON	B0F7R2CXFG	122	2296.71	18.83
AA6YU3N632YUL	B0FMN9S9VR	3380	105214.76	31.13
AD0J6MGUUW0VU	B0FG2NQGP6	307	6864.49	22.36