

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

SHENZHEN PEISHI ADVERTISING MEDIA
CO. LTD.,

Plaintiff,

v.

ENVOYLEI,

Defendant.

Case No. 1:26-cv-00392-MMR-KHH

Honorable Mary M. Rowland

Magistrate Keri L. Holleb Hotaling

**PLAINTIFF’S MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT
AGAINST DEFENDANT ENVOYLEI**

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 Defendant Envoylei. Plaintiff’s Motion disposes of the case.

Plaintiff respectfully moves this Court for an order entering default and default judgment against the Defendant Envoylei and finding that Defendant is liable on all counts of Plaintiff’s Complaint. Fed. R. Civ. P. 55(a) and (b)(2). Plaintiff further seeks an award of reasonable royalty for willful patent infringement against Defendant for use of U.S. Patent No. 12,324,440 (the “440 Patent” or “Smoker Patent”) in products sold through the Defendant's Internet Store.

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 Defendant 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. Defendant's 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 Defendant's 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 17th day of March 2026.

BAYRAMOGLU LAW OFFICES LLC

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

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of March 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.

/s/ William R. Brees

William R. Brees

Attorney for Plaintiff

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

SHENZHEN PEISHI ADVERTISING MEDIA
CO. LTD.,

Plaintiff,

v.

ENVOYLEI,

Defendants.

Case No. 1:25-cv-00392-MMR-KHH

Honorable Mary M. Rowland

Magistrate Keri L. Holleb Hotaling

**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 Defendant Envoylei (“Defendant”).

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 Defendant, an individual and/or business entity of unknown makeup who owns and/or operates one or more of the e-commerce stores under at least the seller alias Envoylei, with an Amazon Seller ID of A90BD0S1J18RV. [Dkt. Nos. 1-2, 2-2]. The 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 ¶¶ 29-40]. Additional factual assertions regarding Defendant in Paragraphs 18 – 28 of the Complaint are incorporated herein. *Id.* at ¶¶ 18 – 28.

Plaintiff filed the present suit on January 13, 2026 [Dkt. No. 1]. The case was assigned to the Honorable Mary M. Rowland, who granted Plaintiff’s ex parte motion to seal, motion for temporary restraining order, and motion for electronic service on January 21-22, 2026. [Dkt. Nos. 16, 17]. The Court issued a summons as to Defendants on February 20, 2026. [Dkt. No. 22]. Plaintiff served Defendant with the summons on February 20, 2026, which Plaintiff returned executed on February 20, 2026. [Dkt. No. 23].

At this stage, Plaintiff is asking the Court for an entry of default and an order for default judgment against the Defendant. An entry of default only requires a showing that the Defendant has 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 Defendant, via electronic service on February 20, 2026. [Dkt. No. 23]. As of today, the Defendant has failed to file an answer within 21 days of the service, and is in default. The Electronic Service Order permitted Plaintiff to complete service of process to Defendant by electronically publishing a link to the Complaint, and other relevant documents on a website and by sending an e-mail to the e-mail address provided for Defendant on the Defendant’s online stores or websites. [Dkt. No. 17].

By choosing not to participate in this case, Defendant has failed to produce any documents or information for: (1) identifying each and every domain name, online marketplace account and/or financial accounts used by Defendant, including the owner(s) and/or operator(s) of each Online Marketplace; (2) showing costs, cost allocations, revenues, and profits of Defendant; or (3) relating to each and every purchase that Defendant has 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 Defendant 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 Defendant indicates that the amount currently restrained in Defendant’s known financial account is \$5,108.60. Declaration of William Brees (“Brees Decl.”) at ¶ 4. Additionally, the limited information provided by Amazon indicates that the known revenue generated by the Defendant from the sale of the specific Infringing Product listings reported by Plaintiff is \$20,580.70. *Id.* at ¶ 5. Plaintiff does not have any infringing sales information for other potential Infringing Products sold by Defendant.

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 Defendant is 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 Defendant from selling Infringing Products. Plaintiff further requests that the Court award damages in an amount equal to a reasonable royalty to be determined by the Court pursuant to 35 USCS § 284, and allow assets in Defendant’s 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 Defendant since the Defendant directly targets business activities toward consumers in Illinois and causes harm to Plaintiff’s business within this Judicial District. *See* [Dkt. No. 1] at ¶¶ 1-5; *uBID, Inc. v. GoDaddy Grp., Inc.* 623 F.3d 421, 423-24 (7th Cir. 2010) (without benefit of an evidentiary hearing, plaintiff bears only the burden of making a

prima facie case for personal jurisdiction; all of plaintiff's asserted facts should be accepted as true and any factual determinations should be resolved in its favor).

Through at least the fully interactive, e-commerce stores operating under the Seller Alias, the Defendant 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. No. 1] at ¶¶ 30-37. Personal jurisdiction exists over Defendant since it directly targets its business activities toward consumers in the United States, including Illinois. Specifically, Defendant is 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. PLANTIFF HAS MET THE REQUIREMENTS FOR ENTRY OF DEFAULT

Pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, “when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default.” Fed. R. Civ. P. 55(a). On January 13, 2026, 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 Defendant was properly served with the Complaint on February 20, 2026. [Dkt. No. 23]. Despite having been served with process, the Defendant has filed an answer or otherwise pled in this action. Brees Decl. at ¶ 2. On information and belief, the Defendant is not active-duty members of the U.S. armed forces. *Id.* at ¶ 3. Accordingly, Plaintiff asks for entry of default against the Defendant.

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 Defendant on February 20, 2026. [Dkt. No. 23]. The answer deadline of March 13, 2026, has passed, and no answer or other responsive pleading has been filed by the Defendant. *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 a reasonable royalty to compensate Plaintiff for Defendant’s unauthorized use and infringement of the Smoker Patent on products sold through the e-commerce stores operating under the Seller Alias. Plaintiff also seeks entry of a permanent injunction prohibiting Defendant from making, using, offering for sale, selling, and importing Infringing Products. Plaintiff further seeks an order that, 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. No. 1] at ¶ 36. Plaintiff has also alleged that Defendant makes, uses, offer for sale, sells, and/or imports into the United States for subsequent sale or use Infringing Products that infringe directly and/or indirectly the Smoker Patent. *Id.* at ¶ 39. Exhibit 2 to the

Complaint shows that an ordinary observer would be deceived into thinking that the Infringing Products were the same as the Smoker Patent. [Dkt. No. 1-2, 2-2]. *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 Defendant to use the Smoker Patent, and the Defendant is not an authorized retailer. [Dkt. No. 1] at ¶ 37. Since the Defendant has 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 Defendant.

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 Defendant has infringed Plaintiff's '440 Patent by selling automatic smoker product that incorporate the patented technology without authorization. The limited financial information available shows that Defendant has generated revenue of up to at least \$20,580.70 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 1**. 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 Defendant. See Chen Decl. ¶ 9. However, even without a license, the Defendant 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 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 expedited discovery order. As required by that order, Amazon produced information regarding sales of the infringing products identified. An excerpt of the production from Amazon is attached as **Exhibit 2**.

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. No. 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 the 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 Defendant’s 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 involved a “Schedule A” style case against a series of infringers and a request for default judgment 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 \$12,500 in transaction costs against Defendant. See Brees Decl. ¶ 8.

C. Plaintiff’s Election and Calculation of Damages

Based on the foregoing, the Court should award a reasonable royalty and associated transaction costs against the Defendant. Plaintiff respectfully requests this Court to grant Plaintiff

the damages award as shown in the in Table 1 below, which lists the Total Damages Sought for the Defendant:

Def. No.	Store Alias	Total Damages Sought
1	Envoylei	\$24,558.07

V. PLAINTIFF IS ENTITLED TO PERMANENT INJUNCTIVE RELIEF.

In addition to the foregoing relief, Plaintiff respectfully requests entry of a permanent injunction enjoining Defendant from infringing or otherwise violating Plaintiff's rights in the Smoker Patent. Plaintiff is entitled to injunctive relief so it can quickly act against any new e-commerce stores that are identified, found to be linked to Defendant, 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 be “properly be based on either willful infringement or bad faith conduct. *Northlake Marketing & Supply, Inc. v. Glaverbel, S.A.* (N.D. Ill. 1999) 72 *F.Supp.2d* 893, 909. Willful patent infringement requires Plaintiff to prove by clear and convincing evidence that the “alleged infringer acted in disregard of the Patent and had no reasonable basis for believing it had a right to do so.” *Trading Technologies Intern., Inc. v. eSpeed, Inc.* (N.D. Ill. 2006) 431 *F.Supp.2d* 834.

Here, the Defendant willfully infringed the Smoker Patent as evidenced by their actions upon filing this suit. Defendant did not participate in this case and did respond to emails from us or notifications from third-party e-commerce platforms. The Defendant had no reasonable basis for believing they had a right to infringe the Smoker Patent. Rather than answering the lawsuit, the Defendant willfully chose not to fight the infringement claims and abandon their storefronts instead. Defendant 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 Defendant has 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 the Defendant, including damages under 35 U.S.C. § 284 against each Defendant, which should be enhanced by the Court three times the amount assessed, and a permanent injunction order prohibiting Defendants from selling Infringing Products. Plaintiff further seeks an order that all assets in

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

DATED this 17th day of March 2026.

Bayramoglu Law Offices, LLC

/s/ William R. Brees

William R. Brees (FL Bar No. 98886)

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

Chicago, IL 60606

T: (702) 462-5973

F: (702) 553-3404

william@bayramoglu-legal.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of March 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.

/s/ William R. Brees

William R. Brees

Attorney for Plaintiff

Exhibit 1

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

SHENZHEN PEISHI ADVERTISING MEDIA
CO. LTD.,

Plaintiff,

v.

ENVOYLEI,

Defendant.

Case No. 1:26-cv-00392-MMR-KHH

Honorable Mary M. Rowland

Magistrate Keri L. Holleb Hotaling

**DECLARATION OF XIAOLING CHEN IN SUPPORT OF
MOTION FOR ENTRY OF DEFAULT AND 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 Entry of Default and 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 the defendant named in the Complaint (the "Defendant"), including the defendant who has failed to file a response to the Complaint or properly appear in this case ("Defaulting Defendant").

8. The Defaulting Defendant is not an authorized retailer of Plaintiff's Smoker.

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

10. Plaintiff has suffered harm in the forms of lost sales and price erosion due to the Defendant's infringement of the '440 Patent. Specifically, Defendant is 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 \$49.99 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. Defendant's 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 Defendant's infringing activities through injunctive relief.

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

18. Defendant has 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 17th day of March 2026, in Shenzhen, China.

By: /s/ Xiaoling Chen
Xiaoling Chen

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of March 2026, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>.

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

No.	Defendant	Contact
1	Envoylei A90BD0S1J18RV	greenscindapsus@163.com

Exhibit 2

External_Seller_ID	Merchant_Name	Merchant_Email	Address1	Address2	Address3	District	City	State	Country_Name	Country_Code	Postal_Code
A90BD051J18RV	ShenZhenShiXiLeiKeJiYouXianGongSi	greenscindapsus@163.com	福田街道岗厦社区深南大道103号	东方新天地广场1808C6		福田区	深圳市	广东省	CHINA	CN	518000
A90BD051J18RV	ShenZhenShiXiLeiKeJiYouXianGongSi	greenscindapsus@163.com	福田街道岗厦社区深南大道103号	东方新天地广场1808C6		福田区	深圳市	广东省	CHINA	CN	518000
A90BD051J18RV	ShenZhenShiXiLeiKeJiYouXianGongSi	greenscindapsus@163.com	福永街道	金菊花园8栋2单元701室		宝安区	深圳市	广东省	CHINA	CN	518000

Exhibit 3

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

CAO GROUP, INC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, and
UNINCORPORATED ASSOCIATES
IDENTIFIED ON SCHEDULE "A,"

Defendants.

Case No.: 1:24-cv-01211

Judge Thomas M. Durkin

Magistrate Judge Jeannice W. Appenteng

JURY TRIAL DEMAND

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff CAO Group, Inc. ("Plaintiff") against the defendants identified on Schedule A, and using the Online Marketplace Accounts identified on Schedule A (collectively, the "Defendant Internet Stores"), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A, with the exception of Defendant Nos. 4) DEEPSOUND, 5) BYS Technology, 6) haiyi_mall, 7) wendydy, 8) GD-Whitening, 10) Carbonline, 21) IMOSTY Whitening US, 23) Moose Store, 25) Newage-Store, 26) BLUE ELF, 27) Acupress, 32) tstarlight, 36) homefromgoods, 43) fairywill_global, 44) beapoint, and 66) Fairywill,¹ attached hereto which have not yet been dismissed from this case (collectively, "Defaulting Defendants");

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via e-mail, along

¹ The identified and excepted Defendants requested an extension of time to respond to Plaintiff's Verified Amended Complaint [19], with the exception of Defendant No. 8) GD-Whitening who filed a Motion to Dismiss and for which a briefing schedule has been entered.

with any notice that Defaulting Defendants received from online marketplaces and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products that infringe upon Plaintiff's federally registered patents, as claim in in U.S. Patent Nos. 10,603,259 B2 ("the '259 Patent"); 10,646,419 B2 ("the '419 Patent"); and 11,219,582 B2 ("the '582 Patent") (collectively, "Plaintiff's Patents") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products that infringe Plaintiff's Patents. *See* Schedule A and Exhibit 3 to the Verified Amended Complaint, Docket Nos. [19-1] and [19-6], which includes links and product ID numbers for the subject storefronts and infringing products and screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its infringing products to customers in Illinois; *see also* Exhibit 7 to the Verified Amended

Complaint, Docket Nos. [20]-[21], which are claim charts outlining infringement by each Defendant.

This Court further finds that Defaulting Defendants are liable for willful patent infringement on each of the three patent infringement claims (Counts I, II, and III) in Plaintiff's Verified Amended Complaint.

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. Making, using offering for sale, selling, and/or importing into the United States for subsequent sale any products that infringe upon Plaintiff's Patents or use of any product that infringes upon Plaintiff's Patents in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with Plaintiff's Patents;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for use of the inventions claimed in Plaintiff's Patents;

- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff and its rights in Plaintiff's Patents; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which infringe upon the inventions claimed in Plaintiff's Patents.
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon.com, Inc. ("Amazon"), eBay, Inc. ("eBay"), and Walmart, Inc. ("Walmart"), (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
 - a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell goods that infringe upon Plaintiff's Patents; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product infringing Plaintiff's Patents or any reproductions, copies or colorable imitations thereof that is not a genuine Plaintiff product or not authorized by Plaintiff to utilize the inventions claimed in Plaintiff's Patents.

3. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the inventions claimed in Plaintiff's Patents.
4. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded damages equal to either a reasonable royalty or lost profits as follows:
 - a. Plaintiff is awarded \$50,000.00 as a reasonable royalty against any Defaulting Defendant who caused Plaintiff to lose \$100,000.00 or less in lost profits;
 - b. Plaintiff is awarded \$500,000.00 as a reasonable royalty against any Defaulting Defendant who caused Plaintiff to lose equal to or between \$100,000.00 and \$500,000.00 in lost profits; and
 - c. Based upon the *Panduit* factors, Plaintiff is awarded lost profits for any Defaulting Defendant who caused Plaintiff to lose more than \$500,000.00 in lost profits.

The amount awarded to Plaintiff from each of the Defaulting Defendants is listed below:

Award of \$50,000.00	
Def. #	Seller Alias
1	OETU Health
2	Hest Store
3	iLumes
14	Na Li Wang
17	OETU Shop
19	Maxlinking
28	Whitening Teeth US
29	allwys
30	hungeg
31	eyalgavr_16
33	koradado_0
34	ori.or0
37	cleanhealthc
39	originalsite
40	perficentworksLtd
42	davidson-75
50	Joybuy Marketplace 1
51	Joybuy Marketplace 2
52	Joybuy Marketplace 3
55	SQLEA Shop
57	3C Boutiques
59	Hahasong
62	Trayknick

Award of \$500,000.00	
Def. #	Seller Alias
13	Professional Seller Store
47	amormed1

Damages for Lost Profits		
Def. #	Seller Alias	Award
9	GD-TECH	\$23,590,677.44
11	Waving Palms US	\$2,397,166.60
15	Fashion Style US	\$637,689.30
16	Worldwise Enshi Trading	\$1,971,778.30
22	WP for Teeth	\$3,280,776.12

5. Pursuant to 35 U.S.C. § 284, Defaulting Defendants are subject to treble damages and Plaintiff is awarded three times the amount awarded in both paragraphs 4.
6. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded expected transaction costs associated with the hypothetical negotiations and drafting of royalty and licensing agreements between it and the twenty-five (25) Defaulting Defendants against whom Plaintiff seeks a reasonable royalty. Plaintiff is awarded \$50,000.00 in expected transaction costs, or \$2,000.00 per Defaulting Defendant for which the judgment awarded to Plaintiff is a reasonable royalty.

7. Additionally, this case is held exceptional, and Plaintiff is awarded its reasonable attorney’s fees pursuant to 35 U.S.C. § 285. This Court finds that an award of \$50,265.42 in attorneys’ fees is reasonable, \$1,675.51 per Defaulting Defendant, and therefore awards Plaintiff \$50,265.42 in attorneys’ fees, \$1,675.51 from each of the Defaulting Defendants.
8. As a result of the damages awarded to Plaintiff in paragraphs 4 through 7 of this Order, the total awarded to the Plaintiff from each of the Defaulting Defendants is as follows:

Award of \$153,675.51² per Defendant	
Def. #	Seller Alias
1	OETU Health
2	Hest Store
3	iLumes
14	Na Li Wang
17	OETU Shop
19	Maxlinking
28	Whitening Teeth US
29	allwys
30	hungeg
31	eyalgavr 16
33	koradado 0
34	ori.or0
37	cleanhealthc
39	originalsite
40	perficientworksLtd
42	davidson-75
50	Joybuy Marketplace 1
51	Joybuy Marketplace 2
52	Joybuy Marketplace 3
55	SQLEA Shop
57	3C Boutiques
59	Hahasong
62	Trayknick

Award of \$1,503,675.51³ per Defendant	
Def. #	Seller Alias
13	Professional Seller Store
47	amormed1

Damages for Lost Profits⁴		
Def. #	Seller Alias	Award
9	GD-TECH	\$70,773,707.83
11	Waving Palms US	\$7,193,175.31
15	Fashion Style US	\$1,914,743.41
16	Worldwise Enshi Trading	\$5,917,010.41
22	WP for Teeth	\$9,844,003.87

² Based upon \$50,000.00 reasonable royalty award, trebled to three times the awarded amount, in addition to the expected transaction cost of \$2,000.00 and attorneys’ fees of \$1,675.51.

³ Based upon \$500,000.00 reasonable royalty award, trebled by three times the awarded amount, in addition to the expected transaction cost of \$2,000.00 and attorneys’ fees of \$1,675.51.

⁴ Based upon award of lost profits trebled by three times the awarded amount and added with attorneys’ fees of \$1,675.51.

9. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon Pay, eBay, PayPal, Inc. (“PayPal”), Payoneer Global, Inc. (“Payoneer”), and Walmart, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the total damages and attorneys’ fees awarded in Paragraph 4 through 8 above) or other of Defaulting Defendants’ assets.
10. All monies (up to the total damages and attorneys’ fees awarded in Paragraph 4 through 8 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as Amazon Pay, eBay, PayPal, Payoneer, and Walmart, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including Amazon Pay, eBay, PayPal, Payoneer, and Walmart, are ordered to release to Plaintiff the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.
11. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
12. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 3 to Verified Amended Complaint and any e-mail addresses provided for Defaulting Defendants by third parties.

13. To obtain release of the bond previously posted in this action, Plaintiff's counsel must file a motion for the return of the bond once the preliminary injunction no longer applies to any Defendant.

This is a Default Judgment.

Dated: June 12, 2024



Thomas M. Durkin
United States District Judge

CAO Group Inc. v. The Individuals et al NDIL 1:24-cv-01211

Schedule A

Def. #	Merchant Alias	Merchant ID	Product Link
1	OETU Health	A3SX8HHJNIP5W	https://www.amazon.com/teeth-whitening-strip-whitener-sensitive/dp/b0c6snbyn8
2	Hest Store	A2GK6UQVB6PMXJ	https://www.amazon.com/whitening-professional-effects-sensitive-effective/dp/b0c5tt3gr5
3	iLumes	A25KLU21XFHXMG	https://www.amazon.com/whitening-professional-treatments-effective-sensitivity/dp/b0c2lcy4qc
4	EXCEPTED	EXCEPTED	EXCEPTED
5	EXCEPTED	EXCEPTED	EXCEPTED
6	EXCEPTED	EXCEPTED	EXCEPTED
7	EXCEPTED	EXCEPTED	EXCEPTED
8	EXCEPTED	EXCEPTED	EXCEPTED
9	GD-TECH	A14XNBNVEVKNB6	https://www.amazon.com/dp/b09961bn4z https://www.amazon.com/dp/b0b5xd7k41
10	EXCEPTED	EXCEPTED	EXCEPTED
11	Waving Palms US	A19AXZUEL9NEZG	https://www.amazon.com/dp/b0bb22nf67
12	REMOVED	REMOVED	REMOVED
13	Professional Seller Store	A3GK96Q44Q9I8U	https://www.amazon.com/dp/b09x17h3wn https://www.amazon.com/pdoo-teeth-whitening-strip-non-sensitive/dp/b0blmrs629
14	Na Li Wang	A1KGBKFX15NMC9	https://www.amazon.com/teeth-whitening-strips-strip-count/dp/b0cjfmr575
15	Fashion Style US	A1HKS8RWHE3UFI	https://www.amazon.com/dp/b09x17h3wn
16	Worldwise Enshi Trading	A36Z1YNG01JQZR	https://www.amazon.com/whitening-whitening-sensitivity-treatments-professional/dp/b0c9ynbhmb
17	OETU Shop	A3OL3BIIFAPHDJ	https://www.amazon.com/teeth-whitening-strip-whitener-sensitive/dp/b0c6snbyn8
18	REMOVED	REMOVED	REMOVED
19	Maxlinking	ARJDAZ7IB84U0	https://www.amazon.com/advanced-whitening-sensitive-professional-treatment/dp/b08nsymdr4
20	REMOVED	REMOVED	REMOVED
21	EXCEPTED	EXCEPTED	EXCEPTED

Def. #	Merchant Alias	Merchant ID	Product Link
22	WP for Teeth	A2Y8ERKENXMQFH	https://www.amazon.com/dp/b0bb22nf67 https://www.amazon.com/whitening-whitening-sensitivity-treatments-professional/dp/b0c9ynbhmb
23	EXCEPTED	EXCEPTED	EXCEPTED
24	REMOVED	REMOVED	REMOVED
25	EXCEPTED	EXCEPTED	EXCEPTED
26	EXCEPTED	EXCEPTED	EXCEPTED
27	EXCEPTED	EXCEPTED	EXCEPTED
28	Whitening Teeth US	A35OLTUZRMFSY	https://www.amazon.com/pdoo-teeth-whitening-strip-non-sensitive/dp/b0blmrs629
29	allwys	allwys	https://www.ebay.com/itm/386297165463
30	hungeg	hungeg	https://www.ebay.com/itm/335115077189
31	eyalgavr_16	eyalgavr_16	https://www.ebay.com/itm/355180090567
32	EXCEPTED	EXCEPTED	EXCEPTED
33	koradado_0	koradado_0	https://www.ebay.com/itm/355187731568
34	ori.or0	ori.or0	https://www.ebay.com/itm/325869707636
35	REMOVED	REMOVED	REMOVED
36	EXCEPTED	EXCEPTED	EXCEPTED
37	cleanhealthc	cleanhealthc	https://www.ebay.com/itm/394749327871
38	REMOVED	REMOVED	REMOVED
39	originalsite	originalsite	https://www.ebay.com/itm/394981995220
40	perficientworksltd	perficientworksltd	https://www.ebay.com/itm/394902054330
41	REMOVED	REMOVED	REMOVED
42	davidson-75	davidson-75	https://www.ebay.com/itm/364571389001
43	EXCEPTED	EXCEPTED	EXCEPTED
44	EXCEPTED	EXCEPTED	EXCEPTED
45	DISMISSED	DISMISSED	DISMISSED
46	DISMISSED	DISMISSED	DISMISSED
47	amormed1	amormed1	https://www.ebay.com/itm/384041387729
48	DISMISSED	DISMISSED	DISMISSED
49	DISMISSED	DISMISSED	DISMISSED
50	Joybuy Marketplace 1	18988	https://www.walmart.com/ip/toyfunnuy-stain-removal-advanced-teeth-whitening-strips-double-elastic-gel-oral-health/510299237
51	Joybuy Marketplace 2		https://www.walmart.com/ip/stain-removal-advanced-teeth-whitening-strips-double-elastic-gel-oral-health/2705066244

Def. #	Merchant Alias	Merchant ID	Product Link
52	Joybuy Marketplace 3		https://www.walmart.com/ip/stain-removal-advanced-teeth-whitening-strips-double-elastic-gel-oral-health/374875184
53	DISMISSED	DISMISSED	DISMISSED
54	REMOVED	REMOVED	REMOVED
55	SQLEA Shop	101129187	https://www.walmart.com/ip/teeth-whitening-strips-oral-care-white-strips-teeth-whitening-kit-non-sensitive-teeth-whitener-for-tooth-whitening/931134401
56	DISMISSED	DISMISSED	DISMISSED
57	3C Boutiques	101331983	https://www.walmart.com/ip/smilekit-pap-teeth-whitening-strips-28-white-strips-kit-14-sets-whitener-tooth-whitening-remove-the-smoking-coffee-soda-wine-stain/2878979180 https://www.walmart.com/ip/smilekit-pap-teeth-whitening-strips-14-white-strips-kit-7-sets-whitener-tooth-whitening-remove-the-smoking-coffee-soda-wine-stain/1593509111
58	DISMISSED	DISMISSED	DISMISSED
59	Hahasong	101291750	https://www.walmart.com/ip/7pcs-14pcs-tooth-whitening-strip-simple-operation-non-irritating-portable-teeth-care-whitening-strips-for-travel/3906218385
60	REMOVED	REMOVED	REMOVED
61	REMOVED	REMOVED	REMOVED
62	Trayknick	101115714	https://www.walmart.com/ip/7pcs-14pcs-tooth-whitening-strip-simple-operation-non-irritating-portable-teeth-care-whitening-strips-for-travel/3906218385
63	REMOVED	REMOVED	REMOVED
64	DISMISSED	DISMISSED	DISMISSED
65	DISMISSED	DISMISSED	DISMISSED
66	EXCEPTED	EXCEPTED	EXCEPTED

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

SHENZHEN JISU TECHNOLOGY CO.,
LTD.,

Plaintiffs,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, and
UNINCORPORATED ASSOCIATES
IDENTIFIED ON SCHEDULE "A,"

Defendants.

Case No. 24 C 5905

Hon. LaShonda A. Hunt

DEFAULT FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Shenzhen Jisu Technology Co. Ltd., ("Plaintiff") against the defendant, Shenzhen hengshenghang Industrial Co., Ltd, identified on Schedule A, and using the Online Marketplace Accounts identified on Schedule A (collectively, the "Defendant Internet Stores"), and Plaintiff having moved for entry of Default and Default Judgment against the defendant identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, "Defaulting Defendant");

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendant, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendant received from marketplaces and/or payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendant of the pendency of the action and affording them the opportunity to answer and present their objections; and

The Defaulting Defendant having failed to answer or appear in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendant because Defaulting Defendant directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendant 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, offers shipping to the United States, including Illinois, accepts payment in U.S. dollars and/or funds from U.S. bank accounts, and has sold products that infringe upon Plaintiff's rights in U.S. Patent Nos. 11,635,083 B2 ("the '083 Patent"); 11,661,947 B2 ("the '947 Patent"); 11,719,250 B2 ("the '250 Patent"); and 11,920,602 B2 ("the '602 Patent") (collectively, "Plaintiff's Patents") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products that infringe the Plaintiff's Patents. *See* Amended Schedule A to the Complaint [25-1] which includes links and product ID numbers for the subject storefronts and infringing products; *see also* Exhibit 2 to the Complaint [27] and [28], claim charts outlining infringement.

A list of the Plaintiff's Patents is included in the below chart.

Asserted Patent	Owner(s) by Assignment
U.S. Patent No. 11,635,083 B2	Shenzhen Jisu Technology Co., Ltd.
U.S. Patent No. 11,661,947 B2	Shenzhen Jisu Technology Co., Ltd.
U.S. Patent No. 11,719,250 B2	Shenzhen Jisu Technology Co., Ltd.
U.S. Patent No. 11,920,602 B2	Shenzhen Jisu Technology Co., Ltd.

This Court further finds that Defaulting Defendant are liable for patent infringement (35 U.S.C. § 271).

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendant are deemed in default, and that this Default Judgment is entered against Defaulting Defendant.

This Court further orders that:

1. Defaulting Defendant, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. Making, using, offering for sale, selling, and/or importing into the United States for subsequent sale any products that infringe upon Plaintiff's Patents or use of any product that infringes upon Plaintiff's Patents in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with Plaintiff's Patents;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for use of the invention claimed in Plaintiff's Patents;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendant's products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff and its rights in Plaintiff's Patents; and

- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which infringe upon the invention claimed in Plaintiff's Patents.
2. Defaulting Defendant and any third party with actual notice of this Order who is providing services for the Defaulting Defendant, or in connection with any of the Defaulting Defendant's Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon.com, Inc. ("Amazon"), eBay, Inc. ("eBay"), WhaleCo, Inc. ("Temu"), and Walmart, Inc. ("Walmart") (collectively, the "Third-Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
 - a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendant could continue to sell goods that infringe upon Plaintiff's Patents; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product infringing Plaintiff's Patents or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the Plaintiff's Patents.
3. Upon Plaintiff's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with

Defaulting Defendant in connection with the sale of infringing goods using the invention claimed in Plaintiff's Patents.

4. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded damages equal to a reasonable royalty from each of the Defaulting Defendant in the amount of \$10,000.00.
5. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded expected transactions costs associated with the hypothetical negotiations and drafting of royalty and license agreements between it and the Defaulting Defendant in the amount of \$5,000.00 per Defaulting Defendant.
6. The total amount awarded to Plaintiff from each Defaulting Defendant is listed in the table below:

Def. #	Seller Alias	Damages Pursuant to 35 U.S.C. § 284 (Paragraphs 4 & 5)
5	Shenzhen hengshenghang Industrial Co., Ltd	\$15,000.00

7. Any Third-Party Providers holding funds for Defaulting Defendant, including Amazon, eBay, PayPal, Inc. ("PayPal"), Payoneer Global, Inc. ("Payoneer"), Temu, and Walmart, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendant or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraphs 4 through 8 above) or other of Defaulting Defendant's assets.
8. All monies (up to the amount of the statutory damages awarded in Paragraphs 4 through 8 above) currently restrained in Defaulting Defendant's financial accounts, including monies held by Third-Party Providers such as Amazon, eBay, PayPal, Payoneer, Temu, and Walmart, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third-Party Providers, including Amazon, eBay, PayPal, Payoneer, Temu,


and Walmart, are ordered to release to Plaintiff the amounts from Defaulting Defendant's financial accounts within fourteen (14) calendar days of receipt of this Order.

9. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
10. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendant, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendant by e-mail at the e-mail addresses identified in Exhibit 2 to the Amended Complaint [27] and any e-mail addresses provided for Defaulting Defendant by third parties.
11. The one thousand dollar (\$1,000.00) cash or surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Bishop Diehl & Lee, Ltd.. The Clerk of the Court is directed to return the cash or surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.
12. Pursuant to Fed. R. Civ. P. 62, this Final Default Judgment shall be immediately enforceable against each of the Defaulting Defendant.

This is a Default Judgment.

DATED: December 16, 2024

ENTERED:



LaShonda A. Hunt
United States District Judge

Schedule A

Def. #	Merchant Alias	Merchant ID	Product ID	Product Link	Platform
5	Shenzhen hengshenghang Industrial Co., Ltd	A13ZGOC3M9Y3HF	B0BQ7HDY4H	https://www.amazon.com/UseShine-bladeless-Travelling-Rechargeable-Adjustable/dp/B0BQ7HDY4H/	Amazon

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

WIESNER HEALTHCARE
INNOVATION LLC,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, and
UNINCORPORATED ASSOCIATES
IDENTIFIED ON SCHEDULE "A,"

Defendants.

Case No.: 1:24-cv-03777

Judge Sharon Johnson Coleman

Magistrate Judge Sheila M. Finnegan

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Wiesner Healthcare Innovation LLC, ("Plaintiff") against the defendants identified on Schedule A, and using the Online Marketplace Accounts identified on Schedule A (collectively, the "Defendant Internet Stores"), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A, attached hereto which have not yet been dismissed from this case (collectively, "Defaulting Defendants");

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via e-mail, along with any notice that Defaulting Defendants received from online marketplaces and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting

Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products that infringe upon Plaintiff's federally registered patents, as claimed in U.S. Patent Nos. 10,624,728 B2 ("the '728 Patent"); 11,351,020 B2 ("the '020 Patent"); and 11,642,205 B2 ("the '205 Patent") (collectively, "Plaintiff's Patents") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products that infringe Plaintiff's Patents. *See* Schedule A and Exhibit 3 to the Verified Amended Complaint, Docket Nos. [14-1] and [14-6], which includes links and product ID numbers for the subject storefronts and infringing products and screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its infringing products to customers in Illinois; *see also* Exhibit 7 to the Verified Amended Complaint, Docket No. [14-7], which contains exemplary claim charts outlining how Unauthorized Products infringe at least Claim 1 of each of Plaintiff's Patents.

This Court further finds that Defaulting Defendants are liable for willful patent infringement on each of the three patent infringement claims (Counts I, II, and III), trade dress infringement (Count IV), and unjust enrichment and unfair competition under Illinois common law (Counts V and VI) in Plaintiff's Verified Amended Complaint.

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. Making, using offering for sale, selling, and/or importing into the United States for subsequent sale any products that infringe upon Plaintiff's Patents or use of any product that infringes upon Plaintiff's Patents in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with Plaintiff's Patents;
 - b. using Plaintiff's trade dress or any reproductions, infringing copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not Plaintiff's genuine product or not authorized by Plaintiff for sale under Plaintiff's trade dress;
 - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff product or any other product produced by Plaintiff, that is not Plaintiff's or not

- produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale that is protected under Plaintiff's Patents or Plaintiff's trade dress;
- d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff and its rights in Plaintiff's Patents; and
 - e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which embody any of the Claims of Plaintiff's Patents or which use Plaintiff's trade dress.
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon.com, Inc. ("Amazon"), eBay, Inc. ("eBay"), WhaleCo, Inc., ("Temu"), and Walmart, Inc. ("Walmart"), (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell goods that infringe upon Plaintiff's Patents or Plaintiff's trade dress; and

- b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product infringing Plaintiff's Patents or Plaintiff's trade dress or any reproductions, copies or colorable imitations thereof that is not a genuine Plaintiff product or not authorized by Plaintiff to utilize the inventions claimed in Plaintiff's Patents or Plaintiff's trade dress.
3. Upon Plaintiff's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the inventions claimed in Plaintiff's Patents or using Plaintiff's trade dress.
 4. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded damages equal to a reasonable royalty from each of the Defaulting Defendants in the amount of \$10,000.00.
 5. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded expected transaction costs associated with the hypothetical negotiations and drafting of royalty and licensing agreements between it and the twenty-one (21) Defaulting Defendants listed below. Plaintiff is awarded \$50,000.00 in expected transaction costs, or \$2,380.95 per Defaulting Defendant.
 6. Pursuant to 35 U.S.C. § 284, Defaulting Defendants are subject to treble damages and Plaintiff is awarded three times the amount awarded in both paragraphs 4 and 5.
 7. Additionally, this case is held exceptional, and Plaintiff is awarded its reasonable attorney's fees pursuant to 35 U.S.C. § 285. This Court finds that an award of \$14,155.33 in attorneys' fees is reasonable, \$674.06 per Defaulting Defendant, and therefore awards Plaintiff \$14,155.33 in attorneys' fees, \$674.06 from each of the Defaulting Defendants.

8. As a result of the damages awarded to Plaintiff in paragraphs 4 through 7 of this Order, the total awarded to the Plaintiff is \$37,816.91 per Defaulting Defendant.
9. Any Third-Party Providers holding funds for Defaulting Defendants, including Amazon, eBay, PayPal, Inc. (“PayPal”), Payoneer Global, Inc. (“Payoneer”), Temu, and Walmart, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the total damages and attorneys’ fees awarded in Paragraph 4 through 8 above) or other of Defaulting Defendants’ assets.
10. All monies (up to the total damages and attorneys’ fees awarded in Paragraph 4 through 8 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third-Party Providers such as Amazon, eBay, PayPal, Payoneer, Temu, and Walmart, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including Amazon, eBay, PayPal, Payoneer, Temu, and Walmart, are ordered to release to Plaintiff the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.
11. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
12. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 3 to Verified Amended Complaint and any e-mail addresses provided for Defaulting Defendants by third parties.

13. The ten-thousand dollar (\$10,000.00) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Bishop Diehl & Lee, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Default Judgment.

Dated: 10/15/2024



Sharon Johnson Coleman
United States District Judge

Wiesner Healthcare Innovation LLC, v. The Individuals et al NDIL 1:24-cv-03777

Schedule A

Def. #	Merchant Alias	Merchant ID	Product IDs	Platform
1	DISMISSED	DISMISSED	DISMISSED	DISMISSED
2	wedding4426	wedding4426	355263637694	eBay
3	TIDSTORE	TIDSTORE	385415374919 385415326670	eBay
4	DISMISSED	DISMISSED	DISMISSED	DISMISSED
5	DISMISSED	DISMISSED	DISMISSED	DISMISSED
6	OMITTED	OMITTED	OMITTED	OMITTED
7	dict75	dict75	234978569381 234978571960	eBay
8	OMITTED	OMITTED	OMITTED	OMITTED
9	trump-shut	trump-shut	155942743083	eBay
10	muou e	muou e	335105932099	eBay
11	OMITTED	OMITTED	OMITTED	OMITTED
12	OMITTED	OMITTED	OMITTED	OMITTED
13	eveningstore_f	eveningstore_f	315003996114	eBay
14	OMITTED	OMITTED	OMITTED	OMITTED
15	zhentu46	zhentu46	335183813233	eBay
16	eyunshop	eyunshop	354957601477 354957612439 354957619719	eBay
17	DISMISSED	DISMISSED	DISMISSED	DISMISSED
18	DISMISSED	DISMISSED	DISMISSED	DISMISSED
19	sancen-7	sancen-7	404686602011	eBay
20	DISMISSED	DISMISSED	DISMISSED	DISMISSED
21	sunshine*2010lisa	sunshine*2010lisa	256330441479	eBay
22	DISMISSED	DISMISSED	DISMISSED	DISMISSED
23	DISMISSED	DISMISSED	DISMISSED	DISMISSED
24	feixitaohua	feixitaohua	385727354858	eBay
25	DISMISSED	DISMISSED	DISMISSED	DISMISSED
26	taihang.mountain	taihang.mountain	235394871994	eBay
27	DISMISSED	DISMISSED	DISMISSED	DISMISSED
28	flowersuring7	flowersuring7	355243122156	eBay
29	xajiaxin	xajiaxin	335170051723 335162725269 335164123695 335161415112	eBay
30	Nngstore	Nngstore	395125485112	eBay
31	DISMISSED	DISMISSED	DISMISSED	DISMISSED
32	DISMISSED	DISMISSED	DISMISSED	DISMISSED
33	DISMISSED	DISMISSED	DISMISSED	DISMISSED

Def. #	Merchant Alias	Merchant ID	Product IDs	Platform
34	huangjingo	huangjingo	374792091096	eBay
35	DISMISSED	DISMISSED	DISMISSED	DISMISSED
36	laimaijod	laimaijod	394607725257	eBay
37	DISMISSED	DISMISSED	DISMISSED	DISMISSED
38	DISMISSED	DISMISSED	DISMISSED	DISMISSED
39	DISMISSED	DISMISSED	DISMISSED	DISMISSED
40	DISMISSED	DISMISSED	DISMISSED	DISMISSED
41	DISMISSED	DISMISSED	DISMISSED	DISMISSED
42	Gifleeys	AFXKNJZYTL75N	B0CR9B9F9D	Amazon
43	DISMISSED	DISMISSED	DISMISSED	DISMISSED
44	Qiuotr	A2QG4YMA9OBAOL	B0CP685J94	Amazon
45	DISMISSED	DISMISSED	DISMISSED	DISMISSED
46	DISMISSED	DISMISSED	DISMISSED	DISMISSED
47	DISMISSED	DISMISSED	DISMISSED	DISMISSED
48	DISMISSED	DISMISSED	DISMISSED	DISMISSED
49	dudasspa83	dudasspa83	386184294766	eBay
50	OMITTED	OMITTED	OMITTED	OMITTED
51	Yaoluo Store	101501260	2968601870 3617962914	Walmart
52	DISMISSED	DISMISSED	DISMISSED	DISMISSED
53	DISMISSED	DISMISSED	DISMISSED	DISMISSED

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

GUOWEI ZHANG AND QUJING LINGLI
E-COMMERCE CO., LTD.,

Plaintiffs,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, and
UNINCORPORATED ASSOCIATES
IDENTIFIED ON SCHEDULE "A,"

Defendants.

Case No.: 1:23-cv-06434

Judge Jeremy C. Daniel

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiffs Guowei Zhang and Qujing Lingli E-Commerce Co. (collectively, "Plaintiffs") against the Defendants identified on Schedule A attached hereto, and Online Marketplace Accounts identified on Schedule A (collectively, the "Defendant Internet Stores"), and Plaintiffs having moved for entry of Default and Default Judgment against the defendants which have not yet been dismissed from this case, identified on the updated Schedule A attached hereto (collectively, "Defaulting Defendants");

Plaintiffs having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from online marketplaces and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiffs have provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using designs that infringe upon Plaintiffs' rights in U.S. Patent No. D966,499 ("Plaintiffs' Patent") to residents of Illinois. In this case, Plaintiffs have presented links to each Defaulting Defendant's e-commerce store and the infringing products sold by the Defaulting Defendants showing that each Defaulting Defendant is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products that infringe Plaintiffs' Patent. *See* Amended Schedule A to the Complaint [37] which includes links and product ID numbers for the subject storefronts and infringing products; *see also* Exhibit 1 to the Supplement in Support of Plaintiffs' Motion for Entry of Default and Default Judgment [102-1] – screenshots of Defendants' selling infringing products, and Exhibit 2 to the Supplement in Support of Plaintiffs' Motion for Entry of Default and Default Judgment [102-2] – claim charts outlining infringement for each of the remaining Defendants.

This Court further finds that Defaulting Defendants are liable for willful patent infringement (Claim I).

Accordingly, this Court orders that Plaintiffs' Motion for Entry of Final Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently

enjoined and restrained from:

- a. using the design claimed in Plaintiffs' Patent or any reproductions or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine product of Plaintiffs' or not authorized by Plaintiffs' to be sold in connection with the design claimed in Plaintiffs' Patent;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiffs' product or any other product produced by Plaintiffs', that is not Plaintiffs' or not produced under the authorization, control, or supervision of Plaintiffs and approved by Plaintiffs for use of the design claimed in Plaintiffs' Patent;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiffs, or are sponsored by, approved by, or otherwise connected with Plaintiffs and its rights in Plaintiffs' Patent; and
- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiffs, nor authorized by Plaintiffs to be sold or offered for sale, and which incorporate the design claimed in Plaintiffs' Patent, or any reproductions or colorable imitations thereof.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon.com, Inc. ("Amazon"), eBay, Inc. ("eBay"), Jingdong E-Commerce (Trade) Hong Kong Corporation Limited ("Joybuy"), and Walmart, Inc.

(“Walmart”) (collectively, the “Third-Party Providers”), shall within seven (7) calendar days of receipt of this Order cease:

- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell goods using designs that infringe upon Plaintiffs’ Patent; and
 - b. operating and/or hosting webpages that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the design of Plaintiffs’ Patent or any reproductions or colorable imitations thereof that is not a genuine product of Plaintiffs’ or not authorized by Plaintiffs to utilize the design of Plaintiffs’ Patent.
3. Upon Plaintiffs’ request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using design claimed in Plaintiffs’ Patent.
4. Pursuant to 35 U.S.C. § 284, Plaintiffs are awarded damages equal to a reasonable royalty from each of the Defaulting Defendants, with the exception of Defendant No. 53 AONI Store and Defendant No. 78 CONSLAT, in the amount of \$10,000.00.
5. Pursuant to 35 U.S.C. § 284, Defaulting Defendants, with the exception of Defendant No. 53 AONI Store and Defendant No. 78 CONSLAT, are subject to treble damages and Plaintiffs are awarded three times the amount awarded in both paragraphs 4.
6. Pursuant to 35 U.S.C. § 284, Plaintiffs are awarded expected transaction costs associated with the hypothetical negotiations and drafting of royalty and licensing agreements

between it and the twenty-nine (29) Defaulting Defendants, not including Def. Nos. 53 and 78, against whom Plaintiffs seek a reasonable royalty. Plaintiffs are awarded \$50,000 in expected transaction costs, or \$1,724.14 per Defaulting Defendant for which the judgment awarded to Plaintiffs is a reasonable royalty

7. Pursuant to § 289, Plaintiffs are awarded damages equal to the total profits from Defendant No. 53 AONI Store and Defendant No. 78 CONSLAT for willful infringement in the amounts of \$216,647.14 and \$108,733.58, respectively:

8. Additionally, this case is held exceptional, and Plaintiffs are awarded its reasonable attorney's fees pursuant to 35 U.S.C. § 285. This Court finds that an award of \$803.13 per Defaulting Defendant in attorney's fees is reasonable and therefore awards Plaintiffs \$803.13 in attorney's fees from each of the Defaulting Defendants.

9. The total amount awarded to Plaintiff from each Defaulting Defendant is listed in the tables below:

Table 1

Def. #	Store Name	Damages Pursuant to 35 U.S.C. § 284	Attorney's Fees	Total Damages
1	imego2022	\$31,724.14	\$803.13	\$32,527.27
2	swa2211mi	\$31,724.14	\$803.13	\$32,527.27
3	shoppingduoxinmall	\$31,724.14	\$803.13	\$32,527.27
5	nofriends2587	\$31,724.14	\$803.13	\$32,527.27
6	letoaw	\$31,724.14	\$803.13	\$32,527.27
7	neanth	\$31,724.14	\$803.13	\$32,527.27
10	mahlof hazan	\$31,724.14	\$803.13	\$32,527.27
11	Sgabshop	\$31,724.14	\$803.13	\$32,527.27
12	sixelevendesigns	\$31,724.14	\$803.13	\$32,527.27
13	zxm553	\$31,724.14	\$803.13	\$32,527.27
14	buy-live-and-direct	\$31,724.14	\$803.13	\$32,527.27
15	moumouyin	\$31,724.14	\$803.13	\$32,527.27
17-3	Shenzhen Baifenghong Technology Electronics Co., LTD	\$31,724.14	\$803.13	\$32,527.27
17-6	Guangzhou Henghe trading Co., LTD	\$31,724.14	\$803.13	\$32,527.27

Def. #	Store Name	Damages Pursuant to 35 U.S.C. § 284	Attorney's Fees	Total Damages
19	COLIARY	\$31,724.14	\$803.13	\$32,527.27
28	Chao's Choice Co.ltd	\$31,724.14	\$803.13	\$32,527.27
32	FEIGO	\$31,724.14	\$803.13	\$32,527.27
35	RAIN	\$31,724.14	\$803.13	\$32,527.27
36	QianMai	\$31,724.14	\$803.13	\$32,527.27
56	Talkyo-US	\$31,724.14	\$803.13	\$32,527.27
57	Jiusike	\$31,724.14	\$803.13	\$32,527.27
58	MAMaiuh	\$31,724.14	\$803.13	\$32,527.27
65	Star Ocean Tour	\$31,724.14	\$803.13	\$32,527.27
68	Recall-US	\$31,724.14	\$803.13	\$32,527.27
69	Wotryit	\$31,724.14	\$803.13	\$32,527.27
73	USHAWN	\$31,724.14	\$803.13	\$32,527.27
81	TheGroupDeal	\$31,724.14	\$803.13	\$32,527.27
87	HomiStore Direct	\$31,724.14	\$803.13	\$32,527.27
89	lemaikeji shop	\$31,724.14	\$803.13	\$32,527.27

Table 2

Def. #	Store Name	Damages Pursuant to 35 U.S.C. § 289	Attorney's Fees	Total Damages
53	AONIU Store	\$216,647.14	\$803.13	\$217,450.27
78	CONSLAT	\$108,733.58	\$803.13	\$109,536.71

10. Any Third-Party Providers holding funds for Defaulting Defendants, including Amazon, eBay, Joybuy, PayPal, Inc. (“PayPal”), Payoneer Global, Inc. (“Payoneer”), and Walmart, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the total damages and attorney’s fees awarded in Paragraphs 4 through 9 above) or other of Defaulting Defendants’ assets.

11. All monies (up to the total damages and attorney’s fees awarded in Paragraphs 4 through 9 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third-Party Providers such as Amazon, eBay, Joybuy, PayPal, Payoneer, and Walmart, are hereby released to Plaintiffs as partial payment of the above-identified damages and fees, and Third-Party Providers, including Amazon, eBay, Joybuy, PayPal, Payoneer, and

Walmart, are ordered to release to Plaintiffs the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.

12. Until Plaintiffs have recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.


13. In the event that Plaintiffs identify any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiffs may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at any e-mail addresses provided for Defaulting Defendants by third parties.

14. The eighty-thousand-dollar (\$80,000.00) surety bond posted by Plaintiffs in connection with the temporary restraining order entered in this case [26] is hereby released to Plaintiffs or its counsel, Bishop Diehl & Lee, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiffs or its counsel.

15. Pursuant to Fed. R. Civ. P. 62, this Final Default Judgment shall be immediately enforceable against each of the Defaulting Defendants.

This is a Default Judgment.

Dated: September 11, 2024



Jeremy C. Daniel
United States District Judge

Guowei Zhang and Qujing Lingli E-Commerce Co. v. The Individuals, et al.
Case No. 23-cv-06434

Schedule A

Def. #	Seller Alias	URL
1	imego2022	https://www.ebay.com/itm/204424873307? https://www.ebay.co.uk/itm/204372831150?
2	swa2211mi	https://www.ebay.com/itm/285352810317?
3	shoppingduoxinmall	https://www.ebay.com/itm/385684299233?
4	DISMISSED	DISMISSED
5	nofriends2587	https://www.ebay.com/itm/266276429326?
6	letoaw	https://www.ebay.com/itm/404415068379?
7	neanth	https://www.ebay.com/itm/295788844057?
8	DISMISSED	DISMISSED
9	DISMISSED	DISMISSED
10	mahlof hazan	https://www.ebay.com/itm/295881491830?
11	Sgabshop	https://www.ebay.com/itm/185535264225?
12	sixelevendesigns	https://www.ebay.com/itm/266379867718?
13	zxm553	https://www.ebay.com/itm/354711844738?
14	buy-live-and-direct	https://www.ebay.com/itm/266312321947?
15	moumouyin	https://www.ebay.com/itm/404359072289?
16	DISMISSED	DISMISSED
17-1	DISMISSED	DISMISSED
17-2	DISMISSED	DISMISSED
17-3	Shenzhen Baifenghong Technology Electronics Co., LTD	https://www.walmart.com/ip/FleingngHoz-Electric- Oral-Irrigator-Portable-Household-Teeth-Flosser- Water-Spraying-Washing-Tool-with- Nozzle/924313082?
17-4	DISMISSED	DISMISSED
17-5	DISMISSED	DISMISSED
17-6	Guangzhou Henghe trading Co., LTD	https://www.walmart.com/ip/Upgrade-Cordless- Water-Flosser-Teeth-Cleaner-Rechargeable-Portable- Oral-Flossing-Irrigator-For-Braces-Detachable- 240ML-Tank-Home-Travel-Elective- Toot/2615324921?
17-7	DISMISSED	DISMISSED
17-8	DISMISSED	DISMISSED
18-1	DISMISSED	DISMISSED
18-2	DISMISSED	DISMISSED
18-3	DISMISSED	DISMISSED
18-4	DISMISSED	DISMISSED
19	COLIARY	https://www.walmart.com/ip/Water-Flosser-3-Modes- Dental-Oral-Irrigator-Portable-Electric-Plaque- Remover-Green/2824586281?
20	DISMISSED	DISMISSED
21	DISMISSED	DISMISSED

Def. #	Seller Alias	URL
22	DISMISSED	DISMISSED
23	DISMISSED	DISMISSED
24	DISMISSED	DISMISSED
25	DISMISSED	DISMISSED
26	DISMISSED	DISMISSED
27	DISMISSED	DISMISSED
28	Chao's Choice Co.ltd	https://www.walmart.com/ip/Portable-Waterproof-3-Mode-220ML-Water-Tank-Dental-Water-Jet-Tips-Oral-Irrigator-Dental-Water-Flosser-Electric-Teeth-Cleaner-PINK/2821707224?
29	DISMISSED	DISMISSED
30	DISMISSED	DISMISSED
31	DISMISSED	DISMISSED
32	FEIGO	https://www.walmart.com/ip/FEIGO-Water-Flossers-for-Teeth-3-Modes-4-Jets-Charger-220ml-Waterproof-Water-Flosser-for-Travel-and-Home-White/120430092?
33	DISMISSED	DISMISSED
34	DISMISSED	DISMISSED
35	RAIN	https://www.walmart.com/ip/CELIVESGG-Portable-Cordless-Water-Flosser-for-Adult-and-Kids/924792525? https://www.walmart.com/ip/CELIVESGG-Rechargeable-Waterproof-Water-Flosser-for-Adult-and-Kids/407392850? https://www.walmart.com/ip/Oral-Irrigator-3-Modes-USB-Rechargeable-Water-Flosser-Portable-Dental-Water-Jet-Waterproof-Irrigator-Dental-Teeth-Cleaner-4-Jet/1690336021? https://www.walmart.com/ip/CELIVESGG-Waterproof-Cordless-Water-Flosser-220ml-Bule/340756438?
36	QianMai	https://www.walmart.com/ip/Dental-Oral-Irrigator-Dental-Oral-Irrigator-Rechargeable-Waterproof-Travel-Portable-Electric-Teeth-Cleaner-Dentist-Tool/1318302642?
37	DISMISSED	DISMISSED
38	DISMISSED	DISMISSED
39	DISMISSED	DISMISSED
40	DISMISSED	DISMISSED
41	DISMISSED	DISMISSED

Def. #	Seller Alias	URL
42	DISMISSED	DISMISSED
43	DISMISSED	DISMISSED
44	DISMISSED	DISMISSED
45	DISMISSED	DISMISSED
46	DISMISSED	DISMISSED
47	DISMISSED	DISMISSED
48	DISMISSED	DISMISSED
49	DISMISSED	DISMISSED
50	DISMISSED	DISMISSED
51	DISMISSED	DISMISSED
52	DISMISSED	DISMISSED
53	AONIU Store	https://www.amazon.com/Cordless-Flossers-Irrigator-Waterproof-Rechargeable/dp/B095N1C8PH/ref=sr_1_107_sspa?
54	DISMISSED	DISMISSED
55	DISMISSED	DISMISSED
56	Talkyo-US	https://www.amazon.com/Cordless-Portable-Irrigator-Rechargeable-Toothbrush/dp/B0C4GGYBNZ/ref=sr_1_173? https://www.amazon.com/Cordless-Rechargeable-Portable-Irrigator-Detachable/dp/B0C4GHV3VN/ref=sr_1_296?
57	Jiusike	https://www.amazon.com/Jiusike-Rechargeable-Irrigator-Detachable-Compatible/dp/B0BF4HC8LC/ref=sr_1_163? https://www.amazon.com/Waterproof-Irrigator-Rechargeable-Home%EF%BC%86Travel-Electrical/dp/B0BF3R5Q4G/ref=sr_1_248?
58	MAMaiuh	https://www.amazon.com/Cordless-Rechargeable-Irrigator-Detachable-Toothbrushes/dp/B0BC4FPNN8/ref=sr_1_246? https://www.amazon.com/Cordless-Rechargeable-Irrigator-Detachable-Toothbrush/dp/B0B5G67FVJ/ref=sr_1_228?
59	DISMISSED	DISMISSED
60	DISMISSED	DISMISSED
61	DISMISSED	DISMISSED
62	DISMISSED	DISMISSED
63	DISMISSED	DISMISSED
64	DISMISSED	DISMISSED

Def. #	Seller Alias	URL
65	Star Ocean Tour	https://www.amazon.com/Water-Flosser-Cordless-Rechargeable-Portable/dp/B09WYGMBHB/ref=sr_1_300? https://www.amazon.com/Cordless-Water-Flosser-Irrigator-Dental/dp/B09WYGW6H1/ref=sr_1_121?
66	DISMISSED	DISMISSED
67	DISMISSED	DISMISSED
68	Recall-US	https://www.amazon.com/Water-Flosser-Power-Dental-Waterproof/dp/B09PVC86W3/ref=sr_1_282?
69	Wotryit	https://www.amazon.com/Cordless-Rechargeable-Portable-Irrigator-Detachable/dp/B0B7R9212H/ref=sr_1_276?
70	DISMISSED	DISMISSED
71	DISMISSED	DISMISSED
72	DISMISSED	DISMISSED
73	USHAWN	https://www.amazon.com/Tsuinz-Cleaning-Rechargeable-Irrigator-Waterproof/dp/B0CFY2RYQY/ref=sr_1_195?
74	DISMISSED	DISMISSED
75	DISMISSED	DISMISSED
76	DISMISSED	DISMISSED
77	DISMISSED	DISMISSED
78	CONSLAT	https://www.amazon.com/Irrigator-Rotation-Cordless-Electric-Waterproof/dp/B09XTQRWGM/ref=sr_1_52?
79	DISMISSED	DISMISSED
80	DISMISSED	DISMISSED
81	TheGroupdeal	https://www.amazon.com/Cordless-Rechargeable-Portable-Irrigator-Detachable/dp/B0B5RGNHN5/ref=sr_1_225?
82	DISMISSED	DISMISSED
83	DISMISSED	DISMISSED
84	DISMISSED	DISMISSED
85	DISMISSED	DISMISSED
86	DISMISSED	DISMISSED
87	HomiStore Direct	https://www.amazon.com/Irrigator-Adjustable-Waterproof-Detachable-Rechargeable/dp/B09LCX4M3B/ref=sr_1_275?
88	DISMISSED	DISMISSED
89	lemaikeji shop	https://www.amazon.com/HXR-Flossers-Rechargeable-Waterproof-Irrigator/dp/B0BQHFM54K/ref=sr_1_292?
90	DISMISSED	DISMISSED

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

SHENZHEN PEISHI ADVERTISING MEDIA
CO. LTD.,

Plaintiff,

v.

ENVOYLEI,

Defendants.

Case No. 1:25-cv-00392-MMR-KHH

Honorable Mary M. Rowland

Magistrate Keri L. Holleb Hotaling

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

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

1. I am an attorney at law, duly admitted to practice before the United States District Court for the Northern District of Illinois. I am an attorney for Plaintiff Shenzhen 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 Defendant ENVOYLEI, with an Amazon Seller ID of A90BD0S1J18RV, 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 Defendant, including attempting to identify the registrant of the e-commerce store operating under the Seller Aliase and its contact information. Our investigation confirmed that the Defendant is primarily

domiciled in China. As such, I am informed and believe that the Defendant is not active-duty members of the U.S. armed forces.

4. The information provided by Amazon for Defendant indicates that the amount currently restrained in Defendant’s known financial account is \$5,108.60.
5. Additionally, limited information provided by Amazon indicates that the known revenue generated by the Defendant from the sale of Infringing Products is \$20,580.70. The Infringing Product revenue however only relates to a single product with a unique product identification number.
6. A breakdown 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	Envoylei	\$20,580.70	\$2,058.07	\$12,058.07

7. Plaintiff has decided to seek damages of a reasonable royalty from Defendant.
8. Plaintiff seeks an award of transactional costs in the amount of \$12,500.00 against the Defendant, to compensate Plaintiff for the hypothetical license negotiation that would have been required had the Defendant negotiated for and entered into licenses as willing licensees.
9. 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	Envoylei	\$24,558.07

10. Because Defaulting Defendant failed to participate in this proceeding, Plaintiff is unable to determine the actual sales figures and revenues generated.
11. Also, due to the Defaulting Defendant's non-participation, Plaintiff has limited access to information regarding Defaulting Defendant's profits from the sale of the Infringing Products

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 17th day of March 2026 at St. Petersburg, Florida.

/s/ William R. Brees
William R. Brees

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of March 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.

/s/ William R. Brees

William R. Brees