

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

Michael Barcohana,

Plaintiff,

v.

Changsha Leyoung and Puffbody,

Defendants.

Case No. 1:26-cv-01372-SLE-GAF

Honorable Sara L. Ellis

Magistrate Gabriel A. Fuentes

**PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT
AND DEFAULT JUDGMENT AGAINST DEFENDANT CHANGSHA LEYOUNG**

Plaintiff Michael Barcohana ("Plaintiff") hereby moves for entry of Default and Default Judgment against Defendant Changsha Leyoung ("Defendants"). Plaintiff files a Memorandum of Law in support and Declaration of Joseph W. Droter. Plaintiff's Motion excludes Defendant Puffbody, who has settled with Plaintiff.

DATED: April 10, 2026

Respectfully submitted,

By: /s/ Joseph W. Droter

Joseph W. Droter (Bar No. 6329630)

Katherine M. Kuhn (Bar No. 6331405)

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of April 2026, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, Amazon.

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

Seller's Name	Seller's Contact
Changsha Leyoung	magdalena-malinowska@outlook.com

**IN THE UNITED STATES DISTRICT COURT
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Michael Barcohana,

Plaintiff,

v.

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Case No. 1:26-cv-01372-SLE-GAF

Honorable Sara L. Ellis

Magistrate Gabriel A. Fuentes

**MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR ENTRY OF DEFAULT
AND DEFAULT JUDGMENT AGAINST DEFENDANT CHANGSHA LEYOUNG**

Plaintiff, Michael Barcohana, (“Plaintiff”) hereby submits this Memorandum of Law in support of his Motion for Entry of Default and Default Judgment (the “Motion”) pursuant to Federal Rule of Civil Procedure 55 (“Rule 55”) against Defendant, Changsha Leyoung (the “Defaulting Defendant” or “Defendant”). Plaintiff’s motion excludes Defendant Puffbody, who has settled with Plaintiff in principle. Plaintiff’s Motion is based on this Memorandum of Law, the Joseph W. Droter Declaration (“Droter Declaration”), and the papers and pleadings on file in this case.

I. INTRODUCTION

Plaintiff’s request for entry of default is straightforward; the Court authorized electronic service of process on the Defendant [Dkt. No. 17], along with issuing a Temporary Restraining Order (the “TRO”) in this matter on March 10, 2026 [Dkt. No. 18]. Plaintiff effectuated service on Defendant and filed a Return of Service on March 19, 2026 [Dkt. No. 22]. As set forth in the docket entry for the Return of Service, a response to Plaintiff’s Complaint was due on or before April 9, 2026.

Pursuant to Federal Rule of Civil Procedure 12(a)(1)(A) (“Rule 12(a)(1)(A)”), the Defaulting Defendant had twenty-one (21) days to answer or otherwise respond to Plaintiff’s Complaint in this case. As of the filing of this Motion, more than twenty-one (21) days have passed since electronic service was made on the Defendant. (Droter Decl. ¶ 3). To date, the Defaulting Defendant has not responded to Plaintiff’s Complaint. (*Id.*). Therefore, the Clerk of the Court is required to enter default against the Defaulting Defendant under Rule 55(a).

Pursuant to Rule 55(b)(2), Plaintiff now also respectfully moves this Court for entry of a default judgment finding the Defaulting Defendant liable on all counts asserted in Plaintiff’s Complaint. [Dkt. No. 1]. These asserted counts include claims for Trademark Infringement and Counterfeiting (Count I), False Designation of Origin (Count II), and violation of the Illinois Uniform Deceptive Trade Practices Act (the “Uniform Deceptive Trade Practices Act”) (Count III).

In connection with its claims for relief, Plaintiff seeks an award of statutory damages under 15 U.S.C. § 1117(c) against the Defaulting Defendant, which should be enhanced due to their willful infringement of the Queen Tape Trademark, as evidenced by United States Registration Certificate 7,824,763 (the “Brand Trademark”). Plaintiff also requests that the Court issue a permanent injunction against the Defaulting Defendant. *See* 15 U.S.C. § 1116(d). Alternatively, Plaintiff requests a permanent injunction based on the Defaulting Defendant’s willful violation of the Uniform Deceptive Trade Practices Act.

As alleged in the Complaint, the Defaulting Defendant has offered for sale and/or sold products, including clothing and other merchandise, through the unauthorized use of the Brand Trademark (the “Counterfeit Products”) on the Amazon online sales platform (the “Platform”) to market and sell counterfeit products resembling Plaintiff’s authentic Queen Tape brand products,

thereby deceiving consumers about the quality, nature, and source of the goods being purchased. [Dkt. No. 1-2]. These facts clearly show that the Defaulting Defendant has willfully and intentionally infringed on Plaintiff's Brand Trademark, supporting the Plaintiff's request for enhanced statutory damages.

Procedurally, Rule 55(b)(2) provides for a court-ordered default judgment that establishes, as a matter of law, that defendants are liable to the 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 deemed true and may not be challenged, and the defendants are liable as a matter of law for each cause of action alleged. *Black v. Lane*, 22 F.3d 1395, 1399 (7th Cir. 1994). The plaintiff meets the requirements for entry of the requested default judgment under Rule 55(b)(2).

Plaintiff respectfully requests that the Court to award the following: (1) statutory damages of \$100,000.00 against the Defaulting Defendant based on their willful infringement pursuant to 15 U.S.C. § 1117(c); (2) issuance of a permanent injunction against the Defaulting Defendant pursuant to 15 U.S.C. § 1116 or under the Uniform Deceptive Practices Act pursuant to 815 ILCS § 510/3; and (3) such other relief as the Court deems just and proper.

II. ARGUMENT

A. Jurisdiction And Venue Are Proper in This Court

This Court has original subject matter jurisdiction over the claims in this case under the Lanham Act, 15 U.S.C. § 1051 et seq., 28 U.S.C. §§ 1338(a)-(b), and 28 U.S.C. § 1331. Venue is proper in this Court under 28 U.S.C. § 1391, and the Court can exercise personal jurisdiction over Defendant because they directly target business activities at consumers in Illinois and cause harm to the Plaintiff's business within this district. [*Id.*]; *see also uBID, Inc. v. GoDaddy Grp., Inc.*, 623

F.3d 421, 423-24 (7th Cir. 2010) (without an evidentiary hearing, the plaintiff only needs to make a prima facie case for personal jurisdiction; all offered facts should be accepted as true, and factual disputes should be resolved in its favor).

In addition to the foregoing, the Court has determined that it can properly exercise specific personal jurisdiction over the Defendant, in issuing the TRO on March 10, 2026 [Dkt. No. 18]. Moreover, the Court additionally issued a Preliminary Injunction on March 23, 2026, further solidifying this determination [Dkt. No. 26]. Accordingly, it is unquestionable that the Defaulting Defendant is subject to personal jurisdiction in this action.

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

Pursuant to Rule 55(a), “when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default.” Fed. R. Civ. P. 55(a).

On February 5, 2026, the Plaintiff filed its Complaint in this case, alleging, among other claims, Trademark Infringement and Counterfeiting (Count I), False Designation of Origin (Count II), and violation of the Illinois Uniform Deceptive Trade Practices Act (Count III) as stated in the Complaint. [Dkt. No. 1]. The Defendant, who was properly served with the Complaint, TRO, and all supporting documents via electronic service on March 19, 2026 [Dkt. No. 22], was explicitly required to answer or respond to the Complaint by April 9, 2026 [*Id.*]. Accordingly, the Defaulting Defendant had twenty-one (21) days to respond to the Complaint under Rule 12(a)(1)(A). As of the filing of this Motion, more than twenty-one (21) days have passed since the Defendant was served electronically. (Droter Decl. ¶ 4.) To date, the Defaulting Defendant has not answered or responded to the Complaint. (*Id.*) Therefore, the Court's Clerk is compelled to enter default and default judgment against the Defaulting Defendant under Rule 55.

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

Rule 55(b)(2) of the Federal Rules of Civil Procedure generally provides for entry of a court-ordered default judgment against one or more defending parties who fail to appear, answer, and/or defend allegations asserted against them. Fed.R.Civ.P. 55(b)(2). A default judgment establishes, as a matter of law, that named, unresponsive defendants are liable on each cause of action alleged against them in the complaint. *Di Mucci*, 879 F.2d at 1497. When a court determines that a defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the defendants are liable as a matter of law as to each cause of action alleged in the complaint upon entry of default judgment. *Black*, 22 F.3d at 1399.

More than twenty-one (21) days have passed since Defendant was served, and the Defaulting Defendant has filed no answer or other responsive pleading. *See* Fed. R. Civ. P. 12(a)(1)(A). Thus, default judgment is appropriate, and Plaintiff is entitled to entry of a default judgment pursuant to Rule 55(b)(2) against the Defaulting Defendant for Trademark Infringement and Counterfeiting, Unfair Competition, False Designation of Origin, and violation of the Uniform Deceptive Trade Practice Act as asserted in the Complaint. [Dkt. No. 1]

As argued below, Plaintiff is entitled to the following remedies through the issuance of a default judgment against each of the Defaulting Defendant: (1) an award of statutory damages pursuant to 15 U.S.C. § 1117(c)(1); (2) an award of enhanced statutory damages for willful infringement pursuant to 15 U.S.C. § 1117(c)(2); (3) entry of a permanent injunction pursuant to 15 U.S.C. § 1116(d); and (4) alternatively, entry of a permanent injunction pursuant to 815 ILCS § 510/3.

D. Plaintiff is Entitled to the Relief Requested.

Through entry of default, Plaintiff has established that the Defaulting Defendant: (1) are liable for intentionally and willfully infringing the Brand Trademark; (2) is liable for Unfair Competition; (3) is liable for False Designation of Origin; and (4) has willfully violated the Uniform Deceptive Trade Practices Act. As such, the only the following issues remain to be adjudicated through the Motion: (1) Plaintiff's entitlement to an award of statutory damages for infringement of the Brand Trademark; (2) the request that any statutory damage award be enhanced based on the Defaulting Defendant's willful trademark infringement; and (3) the Plaintiff's right to issuance of a permanent injunction against the Defaulting Defendant.

1. Plaintiff is entitled to statutory damages under 15 U.S.C. § 1117(c).

Turning first to the request for an award of statutory damages under 15 U.S.C. § 1117(c) against the Defaulting Defendant. Plaintiff is entitled to such relief for the Defaulting Defendant's infringement of Plaintiff's Brand Trademark, which it maintains was done willfully and intentionally. [Dkt. No. 1]

Pursuant to the statutory damages provision of the Lanham Act, 15 U.S.C. § 1117(c), a plaintiff in a case involving the use of a counterfeit mark may elect to receive "not less than \$1,000 or more than \$200,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just." 15 U.S.C. § 1117(c)(1). When the counterfeiting is found to be willful, 15 U.S.C. § 1117(c)(2) provides for statutory damages of up to "\$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just." 15 U.S.C. § 1117(c)(2). "[S]tatutory damages have been held to be appropriate on a motion for default judgment because the defaulting party has the information needed to prove actual damages." *White v. Marshall*, 771 F.Supp.2d 952, 956 (E.D. Wis. 2011); *see also Wondie*

v. Mekuria, 742 F.Supp.2d 118, 124-25 (D.D.C. 2010); *Lifted Research Grp., Inc. v. Behdad, Inc.*, 591 F.Supp.2d 3, 8 (D.D.C. 2008).

Although 15 U.S.C. § 1117(c) specifies the dollar range for possible statutory damages, the only guidance the statute offers for determining an award within that range is “as the court considers just.” 15 U.S.C. § 1117(c). Courts interpreting this section have compared it to the statutory damage provision in the Copyright Act, found in 17 U.S.C. § 504(c). See *Lorillard Tobacco Co.*, 2004 U.S. Dist. LEXIS 22563, *10; *Sara Lee v. Bags of New York, Inc.*, 36 F. Supp. 2d 161, 166 (S.D.N.Y. 1999). In *Sara Lee*, 36 F. Supp. 2d at 170, the court awarded \$750,000 in statutory damages after estimating the defendants' illicit gains and tripling the amount to "deter and punish a willful continuous course of infringements and defiance of the judicial process." The *Sara Lee* analysis considered seven factors: (1) the profits made by the defendants; (2) the revenues lost by the plaintiff; (3) the value of the mark; (4) the deterrent effect on others; (5) whether the conduct was innocent or willful; (6) whether a defendant has cooperated in providing records; and (7) the deterrent effect on the defendant.

Here, those factors weigh strongly in favor of a significant statutory damages award. First, Defendant was properly served and had notice of this action but deliberately chose not to appear or participate. Defendant's default has deprived Plaintiff of access to records necessary to fully assess the scope of Defendant's infringing conduct and profits, which weighs in favor of an enhanced statutory award. See *PetMed Express, Inc. v. MedPets.com, Inc.*, 336 F. Supp. 2d 1213, 1220 (S.D. Fla. 2004).

Second, the evidence demonstrates clear and willful infringement. Defendant did not merely reference Plaintiff's mark in online listings, it used the QUEEN TAPE mark across multiple channels, including product listings and advertising materials, and, critically, on the product itself.

As shown in Exhibit 1 to the Droter Declaration, Defendant shipped products bearing the QUEEN TAPE mark directly to consumers. (Droter Decl. Ex. 1). This type of conduct, placing the mark on the product itself, is quintessential counterfeiting and strongly supports a finding of willfulness.

Third, Defendant's use of online marketplaces such as Amazon amplifies the harm and supports a higher award. Courts recognize that internet-based infringement increases the scale and reach of misconduct, making deterrence particularly important. Although Defendant has withheld complete records, Amazon's data shows that Defendant sold at least 159 infringing units, generating approximately \$5,398.65 in revenue. (Droter Decl. ¶ 10). Given Defendant's failure to participate and the likelihood that these figures underrepresent the full scope of sales, statutory damages are particularly appropriate to ensure adequate compensation and deterrence.

Finally, courts routinely award statutory damages without an evidentiary hearing in default cases where the record provides a sufficient basis for calculation and deterrence. See *Lorillard Tobacco Co. v. Montrose Wholesale Candies & Sundries, Inc.*, 2008 U.S. Dist. LEXIS 31761, at *11 (N.D. Ill. Apr. 17, 2008).

2. Plaintiff is entitled to enhanced statutory damages.

Next, the circumstances of Defendant's infringement strongly support an enhanced statutory damages award. Under 15 U.S.C. § 1117(c)(2), a court may award enhanced statutory damages where the use of a counterfeit mark was willful. That standard is satisfied here.

Defendant's infringement was not accidental or incidental. By virtue of default, Defendant has admitted the well-pleaded allegations of the Complaint, including that it intentionally used Plaintiff's QUEEN TAPE mark without authorization in connection with the advertising and sale of counterfeit goods. See *Lorillard Tobacco Co. v. S & M Cent. Serv. Corp.*, 2004 U.S. Dist. LEXIS 22563, at *19–20 (N.D. Ill. Feb. 25, 2005) (Willful infringement may be attributed to the

defendant's actions when he had knowledge that his conduct constituted infringement or showed a reckless disregard for the owner's rights.). Direct proof of knowledge is not required; willfulness may be inferred from the circumstances of the infringement and the defendant's conduct. *Id.*

The record here supports precisely that inference. Defendant used Plaintiff's mark not only in connection with its online Amazon listing and promotional materials, but also on the actual product shipped to the consumer. (Droter Decl. ¶ 8; Ex. 1). That is particularly significant. This was not a case of incidental or peripheral misuse of a mark in online text. Defendant sold and distributed a physical product bearing the QUEEN TAPE mark itself, demonstrating deliberate exploitation of Plaintiff's brand identity to market and sell counterfeit goods. That conduct is quintessential willful counterfeiting.

Defendant's failure to appear or participate in this litigation further supports enhanced damages. Courts in this District routinely recognize that default in a counterfeiting case supports an inference of willfulness, particularly where the defendant has declined to produce records or otherwise explain the scope of its infringing activity. See, e.g., *Estee Lauder Cosmetics Ltd. v. Ali-Beauties Store Store*, No. 19-cv-4579 (N.D. Ill. Sept. 12, 2019) (Dkt. 49); *Bose Corp. v. Amilineinc*, No. 19-cv-5347 (N.D. Ill. Oct. 9, 2019) (Dkt. 44); *Eye Safety Sys., Inc. v. ICN7085*, No. 19-cv-6005 (N.D. Ill. Nov. 19, 2019) (Dkt. 49). Here, Defendant chose not to appear, not to contest liability, and not to produce any information regarding the full extent of its infringing sales, profits, or related operations. That strategic silence should not operate to Defendant's benefit.

Enhanced damages are also necessary to achieve the deterrent purposes of the Lanham Act. Counterfeit goods sold through online marketplaces such as Amazon can quickly reach consumers nationwide and inflict outsized harm on brand owners, particularly where the infringer is willing to use the mark on the product itself. Courts have repeatedly recognized that statutory damages

under § 1117(c) must serve not only compensatory purposes, but also deterrent and punitive ones. See *Lorillard Tobacco Co.*, 2004 U.S. Dist. LEXIS 22563, at *16; *Sands, Taylor & Wood Co. v. Quaker Oats Co.*, 34 F.3d 1340, 1348 (7th Cir. 1994).

Here, the available evidence shows that Defendant sold at least 159 infringing units through Amazon and generated at least approximately \$5,398.65 in revenue, while Amazon records further reflect a remaining U.S. account balance associated with Defendant's seller account. (Droter Decl. ¶ 10). Those figures likely understate the true scope of Defendant's infringement, particularly because Defendant defaulted and withheld the full universe of sales and financial information uniquely within its possession. In these circumstances, a meaningful enhanced award is necessary to ensure that infringement is not treated as a low-risk cost of doing business.

Finally, the QUEEN TAPE mark carries significant value to Plaintiff, who has invested in building, promoting, and protecting that brand. Courts consider the value of the plaintiff's mark and the efforts undertaken to protect and enhance that mark when determining the appropriate statutory award. *Lorillard Tobacco Co.*, 2004 U.S. Dist. LEXIS 22563, at *16. A statutory damages award of \$100,000 is therefore appropriate here: it is substantial enough to punish Defendant's willful counterfeiting, deter Defendant and similarly situated online sellers from engaging in comparable misconduct, and account for the difficulty in measuring the full scope of harm caused by Defendant's default and concealment of its records.

3. Plaintiff is entitled to a permanent injunction.

Next, Plaintiff is entitled to entry of a permanent injunction against the Defaulting Defendant. This request is justified under 15 U.S.C. § 1116 and independently supported under the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS § 510/3.

First, the Court has already concluded that Plaintiff is entitled to injunctive relief in this case by entering a preliminary injunction against Defendant. Nothing has occurred since entry of that order that would undermine or prevent the issuance of permanent injunctive relief against the Defaulting Defendant, who has chosen not to appear, defend, or otherwise participate in this action. In short, the same core facts that justified temporary injunctive relief remain entirely unchallenged.

Second, Defendant's default establishes Plaintiff's success on the merits of its trademark claims. And the record demonstrates that Defendant used Plaintiff's mark in connection with the advertising, promotion, and sale of counterfeit goods, including on the product itself. That conduct establishes a continuing threat of consumer confusion and irreparable injury to Plaintiff's goodwill and brand. Monetary relief alone is insufficient to fully remedy that harm, particularly where Defendant has failed to appear, failed to provide complete information regarding the scope of its infringing activity, and has demonstrated a willingness to misuse Plaintiff's mark in commerce.

Finally, the balance of hardships and public interest strongly favor permanent injunctive relief. Defendant has no legitimate interest in continuing to use Plaintiff's trademark in connection with counterfeit or unauthorized goods, whereas Plaintiff has a strong interest in protecting the integrity of its brand and preventing further consumer confusion. The public likewise has a substantial interest in not being misled into purchasing counterfeit products falsely associated with Plaintiff.

Accordingly, because Plaintiff has succeeded on the merits, has demonstrated irreparable injury, lacks an adequate remedy at law, and because the balance of hardships and public interest favor injunctive relief, Plaintiff is entitled to entry of a permanent injunction against the Defaulting Defendant under 15 U.S.C. § 1116, and likewise under 815 ILCS § 510/3.

III. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests entry of default and default judgment against the Defaulting Defendant pursuant to Rule 55. In granting its request, Plaintiff asks the Court to award the following: (1) statutory damages of \$100,000.00 against Defendant Changsha Leyoung based on their willful infringement pursuant to 15 U.S.C. § 1117(c); (2) issuance of a permanent injunction against Defendant Changsha Leyoung pursuant to 15 U.S.C. § 1116 or under the Uniform Deceptive Practices Act pursuant to 815 ILCS § 510/3; and (3) such other relief as the Court deems just and proper.

DATED: April 10, 2026

Respectfully submitted,

By: /s/ Joseph W. Droter
Joseph W. Droter (Bar No. 6329630)
Katherine M. Kuhn (Bar No. 6331405)
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233 S. Wacker Drive, 44th Floor, #57
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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of April 2026, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, Amazon.

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

Seller's Name	Seller's Contact
Changsha Leyoung	magdalena-malinowska@outlook.com

**IN THE UNITED STATES DISTRICT COURT
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Michael Barcohana,

Plaintiff,

v.

Changsha Leyoung and Puffbody,

Defendants.

Case No. 1:26-cv-01372-SLE-GAF

Honorable Sara L. Ellis

Magistrate Gabriel A. Fuentes

**DECLARATION OF JOSEPH W. DROTER, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT
AGAINST CHANGSHA LEYOUNG**

I, Joseph W. Droter, Esq., of Chicago, Illinois, declare as follows:

1. Except as otherwise expressly stated to the contrary, this declaration is based upon my personal knowledge of the following facts and, if called as a witness, I could and would competently testify to the statements made herein. I make this declaration in support of Plaintiff's Motion for Default and Default Judgment against Defendant Changsha Leyoung ("Defendant" or "Defaulting Defendant").

2. On February 5, 2026, Plaintiff filed its Complaint [Dkt. No. 1] against Defendants Changsha Leyoung and Puffbody ("Defendants").

3. On March 19, 2026, Defendants were served with the respective Summons, TRO, and Complaint via electronic mail ("e-mail") and website posting [Dkt. 22] pursuant to the Court's Order authorizing alternate service of process. [Dkt. No. 17].

4. The deadline to respond to the Complaint was April 9, 2026.

5. Defendant Changsha Leyoung has not been granted an extension of time to respond to the Complaint.

6. As of the filing of this Motion, more than twenty-one days (21) have expired since electronic service was effectuated on Defendant Changsha Leyoung.

7. Defendant Changsha Leyoung has failed to answer or otherwise respond to the Complaint or appear in the action.

8. I reviewed the product purchased from Defendant through the accused Amazon listing. The shipment arrived in packaging bearing the name “Zenaraa,” and the product inside the package was labeled with the QUEEN TAPE mark. True and correct photographs of the packaging and product are attached as **Exhibit 1**.

9. I have reviewed the data produced by the third-party platform, Amazon. Changsha Leyoung’s email contact information is: magdalena-malinowska@outlook.com.

10. I have also reviewed the sales data provided by Amazon. The sales data provided is listed in the table below, which shows the Amazon Seller ID, ASIN, Net Ordered Units, Net Ordered Profit, and Price per Unit sold:

Defendant	ASIN	Net Ordered Units	Net Ordered_Profit	Price per Unit
Changsha Leyoung	B0GH5YYYYFL	134	\$4,769.27	\$35.59
Changsha Leyoung	B0GJXLWXLJ	25	\$629.38	\$25.18
	TOTAL:	159	\$5,398.65	

11. My office, with assistance from our client and those assisting Plaintiff, investigated the infringing activities of the Defaulting Defendants, including attempting to identify their contact information. Our investigation confirmed that the Defaulting Defendant is primarily domiciled in

Asia. As such, I am informed and believe that the Defaulting Defendant is not an active-duty member of the U.S. armed forces.

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

Executed on April 10, 2026, in Chicago, Illinois.

Respectfully Submitted

By: /s/ Joseph W. Droter
JOSEPH W. DROTER, ESQ.

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of April 2026, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Northern District of Illinois, Eastern Division, using the electronic case filing system. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. Notice of this filing is provided to unrepresented parties for whom contact information has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to e-commerce platform, Amazon.

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

Seller's Name	Seller's Contact
Changsha Leyoung	magdalena-malinowska@outlook.com

EXHIBIT 1

Changsha Leyoung Packaging and Product



Zenaraa

MOUTHTAPE



Mouth Tape With Collagen,
Hyaluronic Acid & Vitamin E



Overnight Lip
Plumping



Hydrating &
Moisturizing



Enhance Facial
Features



Improves Sleep
Quality

www.zenaraa.com

30 PCS