

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

Daning Zhou,

Plaintiff,

v.

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

Defendants.

Case No. 1:26-cv-01242-MFK-LKM

Honorable Matthew F. Kennelly

Magistrate Laura K. McNally

**PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT AND
DEFAULT JUDGMENT AGAINST FIFTEEN (15) DEFAULTING DEFENDANTS**

Plaintiff Daning Zhou ("Plaintiff") hereby moves for Entry of Default and Default Judgment against The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations listed below and separately listed in Exhibit 1 to the accompanying Declaration of Joseph W. Droter (the "Droter Decl."). Plaintiff files a Memorandum of Law in support, Declaration of Joseph W. Droter, and Declaration of Daning Zhou. Plaintiff's Motion for Entry of Default and Default Judgment disposes of the case.

DATED: March 18, 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 18th day of March 2026, I electronically filed the foregoing 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 is listed below and provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to third-party, Temu.

By: /s/ Joseph W. Droter
Joseph W. Droter (Bar No. 6329630)
BAYRAMOGLU LAW OFFICES LLC

No.	Seller's Name Mall ID	Seller email
1	SCACTO NA	xinyudaintern@sina.com
2	Yiwushiaiqimaoyi Co., Ltd. dba SCACTO AT SCACTO AE	aiqi_temu@163.com
3	Jinhuashichengweimaoyi Co., Ltd. dba SCACTO KK SCACTO CA	chengwei_temu@163.com
4	SCACTO TB	heyangshiye@sina.com
5	Phiafeny	weilingtshirt@163.com
6	HONGKONG YUJIN LIMITED dba Bnjafdy Pbvsjan	caomeijiangjiang@outlook.com
7	Hong Kong Jingluo Limited dba Tlktgf LIHYDA Okovt	gfhdg5457h@sina.com
8	Qqqbntv	erhaoliyi@126.com
9	JIOWAST	xinhuangyiluan2024@163.com
10	Maxhbsq	z9234ras@163.com

No.	Seller's Name Mail ID	Seller email
11	DTIJAS	mudengkoudai0807@163.com
12	Atuiahm	octavianicole@126.com
13	Pfchlpy	guoyunshangmao2024@163.com
14	Nlgaxet	qingqinge25@sohu.com
15	Uvripwa	chinesecinnamon@hotmail.com

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

Daning Zhou,

Plaintiff,

v.

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

Defendants.

Case No. 1:26-cv-01242-MFK-LKM

Honorable Matthew F. Kennelly

Magistrate Laura K. McNally

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR ENTRY OF
DEFAULT AND DEFAULT JUDGMENT AGAINST THE DEFENDANTS**

Plaintiff Daning Zhou ("Plaintiff") hereby submits this Memorandum of Law in support of its Motion for Entry of Default and Default Judgment (the "Motion") pursuant to Federal Rule of Civil Procedure 55 ("Rule 55") against the Defendants, The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A ("Defaulting Defendants"), which have been separately listed in Exhibit 1 to the accompanying Declaration of Joseph W. Droter (the "Droter Decl."). Plaintiff's Motion is made and based upon this Memorandum of Law, the Droter Declaration, the Declaration of Daning Zhou (the "Zhou Decl."), the papers and pleadings on file in this action, and any argument of counsel the Court may entertain. Plaintiff's Motion for Entry of Default and Default Judgment disposes of the case and all remaining Defendants.

I. INTRODUCTION

On February 17, 2026, the Court authorized electronic service via email on Defendants [Dkt. No. 14] in connection with also issuing a Temporary Restraining Order ("TRO") [Dkt. No.

15]. Plaintiff completed service on Defendants on February 24, 2026, by sending an email to Defendants containing the Summons, TRO, and Complaint attached as pdfs, as well as a link to all documents, and filed a Return of Service on February 24, 2026 [Dkt. No. 20]. The deadline to respond to the Complaint was March 17, 2026.

Plaintiff seeks an award of \$5,000 statutory damages pursuant to 17 U.S.C. § 504(c) against the individual Defaulting Defendants, which Plaintiff requests to be enhanced to \$15,000 for their willful infringement to of the following federally registered copyright asserted in this action: VA0002421806 (the "Copyright Protected Photographs"). (Droter Decl. ¶ 5.) Plaintiff additionally requests that the Court issue a permanent injunction against the Defaulting Defendants. *See* 17 U.S.C. § 502(a).

II. LEGAL STANDARD

Pursuant to Federal Rule of Civil Procedure 12(a)(1)(A), the Defaulting Defendants had twenty-one (21) days to answer or otherwise respond to Plaintiff's Complaint in this action. Fed. R. Civ. P. 12(a)(1)(A)", Under Federal Rule of Civil Procedure 55(a), "when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default." Fed. R. Civ. P. 55(a).

III. FACTUAL BACKGROUND

As alleged in the Complaint, here the Defaulting Defendants have publicly displayed unlicensed and unauthorized reproductions of Plaintiff's Copyright Protected Photographs on the Temu online sales platform (the "Platform") to market and sell products competing with Plaintiff's licensees using Plaintiff's Copyright Protected Photographs. Thereby deceiving public consumers as to the quality, nature, and source of goods being purchased. (Droter Decl. ¶ 6.) Moreover, the Defaulting Defendants are alleged to be operating as part of a coordinated, sophisticated network that utilizes a common supply chain and manufacturing source to fulfill consumer orders. As of

the filing of this Motion, more than twenty-one days (21) have expired since electronic service was effectuated on the Defendants, (Droter Decl. ¶ 4.) To date, the Defaulting Defendants have not answered or otherwise responded to Plaintiff's Complaint. (*Id.*) Therefore, the Clerk of the Court is compelled to enter default pursuant to Rule 55(a) against the Defaulting Defendants.

When the Court determines that a Defendants is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the Defendants is liable as a matter of law as to each cause of action alleged in the complaint. *Black v. Lane*, 22 F.3d 1395, 1399 (7th Cir. 1994). Here, Defaulting Defendants have willfully and intentionally infringed Plaintiff's Copyright Protected Photographs, supporting the Plaintiff's request for enhanced statutory damages. Plaintiff meets the requirements for entry of the requested default judgment under Rule 55(b)(2).

IV. ARGUMENT

A. Jurisdiction and Venue Are Proper in This Court

This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Federal Copyright Act, 17 U.S.C. § 101, et seq., 28 U.S.C. § 1338(a)--(b) and 28 U.S.C. § 1331. [Dkt. No. 1 at 7-12.] Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since the Defendants directly targets business activities toward consumers in Illinois and causes harm to Plaintiff's business within this judicial district. [Dkt. No. 1 at ¶ 7-12]; *see also uBID, Inc. v. GoDaddy Grp., Inc.*, 623 F.3d 421, 423-24 (7th Cir. 2010) (without benefit of an evidentiary hearing, plaintiff bears only the burden of making a prima facie case for personal jurisdiction; all of plaintiff's asserted facts should be accepted as true and any factual determinations should be resolved in its favor. In the case at bar, it is unquestionable that the Defaulting Defendants are subject to personal jurisdiction in this action.

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

Pursuant to Rule 55(a), "when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default." Fed. R. Civ. P. 55(a). Plaintiff clearly meets these requirements. Here, Plaintiff filed its Complaint alleging, among other claims, Copyright Infringement (Count I). [Dkt. No. 1 at ¶ 48-64]. Defendants were properly served with the Complaint, Summons, and all supporting documents via electronic service on February 24, 2026. [Dkt. No. 20] The Defaulting Defendants had twenty-one (21) days to answer or otherwise respond to Plaintiff's Complaint pursuant to Rule 12(a)(1)(A). Here, the Defaulting Defendants were required to answer or otherwise respond to the Complaint on or before March 17, 2026. [*Id.*] As of the filing of this Motion, more than twenty-one (21) days have expired since electronic service was effectuated on the Defendants. (Droter Decl. ¶ 4.) To date, the Defaulting Defendants have not answered or otherwise responded to Plaintiff's Complaint. (*Id.*) Accordingly, the Clerk of the Court is compelled to enter default and default judgment pursuant to Rule 55 against the Defaulting Defendants.

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

A default judgment establishes, as a matter of law, that named, unresponsive Defendants are liable for each cause of action alleged against them in the complaint. *Di Mucci*, 879 F.2d at 1497. When a court determines that a Defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the Defendants are liable as a matter of law as to each cause of action alleged in the complaint upon entry of default judgment. *Black*, 22 F.3d at 1399. Here, more than twenty-one (21) days have passed since Defendants were served, and no answer or other responsive pleading has been filed by the Defaulting Defendants. *See* Fed. R. Civ. P. 12(a)(1)(A). Therefore, an entry of a default judgment is appropriate.

Moreover, Plaintiff is entitled to the following remedies through the issuance of a default judgment against the Defaulting Defendants: (1) an award of \$5,000 in statutory damages and profits against the Defendants for copyright infringement under 17 U.S.C. § 504(c)(1); (2) an award of enhanced \$15,000 in statutory damages against the Defaulting Defendants for willful infringement pursuant to 17 U.S.C. § 504(c)(2); (3) entry of a permanent injunction pursuant to 17 U.S.C. § 502(a).

1. Plaintiff is entitled to statutory damages under 17 U.S.C. § 504(c)(1).

Plaintiff is entitled to such relief for the Defaulting Defendants' infringement of Plaintiff's Copyright Protected Photographs, which it maintains was done willfully and intentionally. (Droter Decl. ¶ 12.). A copyright owner is entitled to recover the actual damages suffered for infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. 17 U.S.C. § 504(b). In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work. 17 U.S.C. § 504(b). "[S]tatutory damages have been held to be appropriate on a motion for default judgment because the defaulting party has the information needed to prove actual damages." *White v. Marshall*, 771 F.Supp.2d 952, 956 (E.D. Wis. 2011); *see also Wondie v. Mekuria*, 742 F.Supp.2d 118, 124-25 (D.D.C. 2010); *Lifted Research Grp., Inc. v. Behdad, Inc.*, 591 F.Supp.2d 3, 8 (D.D.C. 2008). In this case at bar, Plaintiff has asserted a viable claim for infringement of its Copyright Protected Photographs. To prove copyright infringement, a plaintiff must show: "(1) ownership of a valid copyright; and (2) copying of constituent elements of the work that are original." *JWC Invs., Inc. v. Novelty, Inc.*, 482 F.3d 910, 914 (7th Cir. 2007). A certificate of copyright registration provides a *prima facie* presumption of validity. *Mid. American Title Co. v. Kirk*, 59 F.3d 719, 721 (7th Cir. 1995). Here, Plaintiff has

alleged its ownership of the asserted Copyright Protected Photographs in its Complaint [Dkt. No. 1]. and has supplied the Court with a summary of all registrations issued by the United States Copyright Office [Dkt. Nos. 1-1 and 2]. Moreover, Plaintiff has set forth considerable factual allegations establishing the Defaulting Defendants have infringed the Plaintiff's Copyright Protected Photographs [Dkt. Nos. 1-3 and 2-2]. Therefore, the Defaulting Defendants have infringed Plaintiff's Copyright Protected Photographs.

Next, Plaintiff is entitled to an award of statutory damages given the circumstances in this action. An award for statutory damages is appropriate because actual damages "are often virtually impossible to prove . . ." *White*, 771 F.Supp.2d at 956. In awarding statutory damages, the court is not required to follow any rigid formula. *Id.* (citing *Chi-Boy Music v. Charlie Club, Inc.*, 930 F.2d 1224, 1229 (7th Cir. 1991)). Instead, the court enjoys wide discretion in setting a statutory damage award within the prescribed range from \$750 to \$30,000 per infringement. *Broadcast Music, Inc. v. Star Amusements, Inc.*, 44 F.3d 485, 489 (7th Cir. 1995). The court may consider such factors as the difficulty or impossibility of proving actual damages, the circumstances of the infringement, and the efficacy of the damages as a deterrent to future copyright infringement. *Chi-Boy Music*, 930 F.2d at 1229. Here, Plaintiff has established unquestionably viable copyright infringement claims in this case. Additionally, the Defaulting Defendants's willful refusal to appear and defend against the asserted claims has deprived Plaintiff of the ability to present evidence concerning verifiable infringing sales or costs associated with such sales. (Droter Decl. ¶ 7.)

Specifically, Plaintiff has neither obtained, nor are the Defaulting Defendants participating in these proceedings, so that the Court can be provided with the infringers' deductible expenses related to the sale of the competing products associated with the unauthorized use and public display of Plaintiff's Copyright Protected Photographs. *See* 17 U.S.C. § 504(b). As such, there is no verifiable information concerning the Defaulting Defendants' gross infringing sales of their

competing products using Plaintiff's copyrights or the associated deductible expenses from same. (Droter Decl. ¶ 7.) Moreover, Plaintiff has suffered, and continues to suffer, irreparable harm through the Defaulting Defendants's unauthorized use of its federally registered copyright protected photographs asserted in this action. (Zhou Decl. ¶ 11) This results in the direct harm to Plaintiff's brand reputation and loss of exclusive licenses, both of which are harms that are virtually impossible to ascertain the resulting economic loss. (*Id.*) Therefore, an award of statutory damages is appropriate because actual damages are virtually impossible to prove in this case. *See White*, 771 F.Supp.2d at 956. Given the foregoing circumstances, and the nature of the Defaulting Defendants's conduct, Plaintiff asserts that it is entitled to an award of \$5,000 in statutory damages against the Defaulting Defendants and submits an analysis showing the Defaulting Defendants, the copyright infringed, and the enhanced statutory damages requested (Droter Decl. ¶ 12, Exhibit 1).

In this case, the Defaulting Defendants were provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend. (Droter Decl. ¶ 7). As a result of the Defaulting Defendants' intentional decision not to appear and defend this action, Plaintiff has been deprived of a meaningful opportunity to assess the true nature of its actual damages. (*Id.*) The Defaulting Defendants have intentionally used the Copyright Protected Photographs for soliciting their competing product sales without obtaining a license and has never been authorized to use the Copyright Protected Photographs (Zhou Decl. ¶ 8). It is impossible to definitively calculate the Defaulting Defendants' total sales on the Platform through their Online Store or to ascertain their expenses related to their infringing sales because they have failed to appear, defend, or otherwise participate in this action. (*Id.* ¶ 9) These facts unquestionably support Plaintiff's request statutory damages of the infringed Copyright Protected Photographs against the Defaulted Defendants.

The actions of the Defaulting Defendants' infringement clearly support awarding the requested statutory damage award against them. It is without question that the Defaulting

Defendants have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Photographs. In this regard, Plaintiff's Copyright Protected Photographs, without a license, have appeared on the Defaulting Defendants's online stores maintained with the Temu Platform (Zhou Decl. ¶ 6.). These actions by the Defendants, justify an award of statutory damages. Plaintiff respectfully requests the Court award statutory damages for copyright infringement under 17 U.S.C. § 504(c)(1) in an amount not less than \$5,000.00 against the Defaulting Defendants per infringed Copyright Protected Photograph (Droter Decl. ¶ 12, Ex. 1).

2. Plaintiff is entitled to enhanced statutory damages.

Here, the Defaulting Defendants's infringement clearly supports awarding an enhanced statutory damage award against them. The Defaulting Defendants's infringing conduct in this action are willful and continue to infringe even after notice of the lawsuit, thereby justifying enhanced damages under 17 U.S.C. § 504(c)(2). Defaulting Defendants have engaged in the intentional misappropriation and unauthorized use of the Copyright Protected Photographs. (Droter Decl. ¶ 5, 12.) Plaintiff's Copyright Protected Photographs, without obtaining a license, have appeared on the Defaulting Defendants's online store maintained with the Temu Platform. (Zhou Decl. ¶ 6.) The Defaulting Defendants have clearly been operating their online stores using the unauthorized and unlicensed Copyright Protected Photographs. Upon information and belief, the Defaulting Defendants have been acting through their network to actively monitor and post information on the Plaintiff's pending cases on the website www.SellerDefense.cn. (Droter Decl. ¶ 8.) This has apparently been done to advise Defendants in all pending actions of Plaintiff's successful prosecution of its claims, and the viability of appearing and asserting potential defenses. (*Id.*) These circumstances reveal an overall common scheme the Defaulting Defendants, to simply cut their losses where Plaintiff has a high likelihood of success, abandon any online storefront, and

bask in the security that any judgment issued against them will almost certainly not be collectable in the Republic of China (Droter Decl. ¶ 8).

Such circumstances support awarding Plaintiff for enhanced statutory damages in this action. *See Chi-Boy Music*, 930 F.2d at 1229. The facts presented further support awarding the enhanced statutory damages against the Defaulting Defendants on the grounds that they should serve as a deterrent to future conduct. *Id.* at 1229-30. Here, the Defaulting Defendants are watching the results of Plaintiff's copyright infringement enforcement actions in this judicial district. (Droter Decl. ¶ 8.) To maximize the deterrent effect of the Court's anticipated default and default judgment, Plaintiff is asking that enhanced statutory damages be imposed on the Defaulting Defendants for each alleged infringement of the Copyright Protected Photographs. (*Id.* ¶ 9.) The Defaulting Defendants have simply taken the apparent position that any recovery issued by a court is not executable against their assets on the named online platform in the U.S. This conduct demonstrates an intentional willingness to ignore the Court's authority to impose significant statutory damages in this action to send a message to the Defaulting Defendants, and all other similar infringers, that they will incur substantial liability for their actions. In doing so, hopefully the Defaulting Defendants, or other similar infringers monitoring this case, will post this anticipated award on the www.SellerDefense.cn website as notice of the consequences for their intentional, and orchestrated actions.

Here, Plaintiff respectfully requests the Court enter an award of \$5,000 statutory damages against the Defaulted Defendants per infringed Copyright Protected Photograph, which should be enhanced to \$15,000 for willful infringement by Defaulted Defendants per infringed Copyright Protected Work, pursuant to 17 U.S.C. § 504(c)(2). A request analysis is provided as Exhibit 1 to the Droter Declaration. (Droter Decl. ¶ 12, Exhibit. 1).

3. Plaintiff is entitled to a permanent injunction.

Next, Plaintiff is entitled to the entry of a permanent injunction against the Defaulting Defendants pursuant to 17 U.S.C. § 502(a), which authorizes courts to “grant temporary and final injunctions on such terms as it may deem reasonable to prevent or restrain infringement of a copyright.”

In determining whether permanent injunctive relief is appropriate, courts apply the four-factor test set forth in *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006), requiring a showing that: (1) Plaintiff has suffered an irreparable injury; (2) remedies available at law are inadequate to compensate for that injury; (3) the balance of hardships favors injunctive relief; and (4) the public interest would not be disserved by a permanent injunction. Each factor weighs decisively in favor of granting injunctive relief here.

First, Plaintiff has suffered and will continue to suffer irreparable harm absent injunctive relief. In *White v. Marshall*, the court noted that copyright infringement often constitutes irreparable harm and that monetary damages are inadequate, justifying injunctive relief. *White v. Marshall*, 771 F. Supp. 2d 952. Additionally, courts have recognized a presumption of irreparable harm in copyright cases, further supporting the issuance of permanent injunctions. *See also In re Aimster Copyright Litig.*, 252 F. Supp. 2d 634. Here, the Defaulting Defendants have willfully reproduced and publicly displayed Plaintiff’s Copyright Protected Images without authorization in connection with online product listings. (Droter Decl. ¶ 5). Such conduct causes loss of control over Plaintiff’s copyrighted works, damage to brand goodwill, and consumer confusion; harms that are inherently difficult to quantify and not fully compensable through monetary damages alone. Moreover, the Defaulting Defendants’ failure to appear or participate in this action demonstrates a substantial risk of continued infringement absent court-ordered relief.

Second, legal remedies are inadequate. In cases where defendants fail to respond or appear, courts have consistently granted permanent injunctions as part of default judgments, particularly when there is evidence of ongoing or likely future infringement. See *Virgin Records Am. Inc. v. Johnson*, where the court granted a permanent injunction under § 502(a) due to the defendants' failure to respond and the likelihood of continued infringement, emphasizing the public interest in upholding copyright protections. 441 F. Supp. 2d 963. Because the Defaulting Defendants have elected not to appear, Plaintiff lacks any meaningful ability to monitor, deter, or prevent future infringement through monetary relief alone. Courts routinely recognize that where defendants operate anonymous or foreign-based online storefronts, monetary damages are insufficient to prevent continued unlawful conduct.

Third, the balance of hardships strongly favors Plaintiff. Plaintiff seeks only to prohibit the Defaulting Defendants from engaging in unlawful conduct, namely the unauthorized use and display of Plaintiff's copyrighted image. The Defaulting Defendants have no legitimate interest in continuing infringing activities and therefore will suffer no cognizable hardship from compliance with a permanent injunction.

Finally, public interest is served by the enforcement of federal copyright laws and the prevention of consumer deception. Granting injunctive relief promotes respect for intellectual property rights and discourages future infringement, particularly in the online marketplace context.

Because the Defaulting Defendants have failed to respond, defend, or otherwise participate in this action, and because the record establishes a strong likelihood of continued infringement absent injunctive relief, entry of a permanent injunction is appropriate and warranted under 17 U.S.C. § 502(a). Accordingly, Plaintiff respectfully requests that the Court enter a permanent

injunction prohibiting the Defaulting Defendants, and all persons acting in concert with it, from directly or indirectly infringing Plaintiff's Copyright Protected Photographs.

V. CONCLUSION

Under Rule 55(b)(2), Plaintiff respectfully requests this Court for entry of a default judgment finding the Defaulting Defendants liable on all counts asserted in Plaintiff's Complaint. [Dkt. No. 1] These asserted counts include claims for Copyright Infringement (Count I) [Dkt. 1 at 48-64.] In granting its request, Plaintiff asks the Court to award the following: (1) \$5,000 in statutory damages per Defaulting Defendant per infringed Copyright pursuant to 17 U.S.C. § 504(c)(1); (2) enhanced statutory damages of \$15,000 against the Defaulting Defendant per infringed Copyright Protected Photograph based on their willful infringement pursuant to 17 U.S.C. § 504(c)(2); (3) issuance of a permanent injunction against the Defaulting Defendants pursuant to 17 U.S.C. § 502(a); and (4) such other relief as the Court deems just and proper.

DATED: March 18, 2026

Respectfully Submitted,

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

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of March 2026, I electronically filed the foregoing 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 is listed below and provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to third-party, Temu.

By: /s/ Joseph W. Droter
Joseph W. Droter (Bar No. 6329630)
BAYRAMOGLU LAW OFFICES LLC

No.	Seller's Name Mall ID	Seller email
1	SCACTO NA	xinyudaintern@sina.com
2	Yiwushiaiqimaoyi Co., Ltd. dba SCACTO AT SCACTO AE	aiqi_temu@163.com
3	Jinhuashichengweimaoyi Co., Ltd. dba SCACTO KK SCACTO CA	chengwei_temu@163.com
4	SCACTO TB	heyangshiye@sina.com
5	Phiafeny	weilingtshirt@163.com
6	HONGKONG YUJIN LIMITED dba Bnjafdy Pbvsjan	caomeijiangjiang@outlook.com
7	Hong Kong Jingluo Limited dba Tlktgf LIHYDA Okovt	gfhdg5457h@sina.com
8	Qqqbntv	erhaoliyi@126.com
9	JIOWAST	xinhuangyiluan2024@163.com
10	Maxhbsq	z9234ras@163.com
11	DTIJAS	mudengkoudai0807@163.com

No.	Seller's Name Mall ID	Seller email
12	Atuiahm	octavianicole@126.com
13	Pfchlpy	guoyunshangmao2024@163.com
14	Nlgaxet	qingqinge25@sohu.com
15	Uvripwa	chinesecinnamon@hotmail.com

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

Daning Zhou,

Plaintiff,

v.

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

Defendants.

Case No. 1:26-cv-01242-MFK-LKM

Honorable Matthew F. Kennelly

Magistrate Laura K. McNally

**DECLARATION OF JOSEPH W. DROTER IN SUPPORT OF
MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT**

I, Joseph W. Droter, of the City of Chicago, in the State of Illinois, declare as follows:

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

2. I make this declaration in support of Plaintiff's Motion for Entry of Default and Default Judgment (the "Motion") against the Defendants, The Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified in Schedule A, ("Defaulting Defendants"), which have been separately listed in **Exhibit 1** to this Declaration.

3. I am an attorney at law, duly admitted to practice before the Courts of the State of Illinois and the United States District Court for the Northern District of Illinois. I am one of the attorneys for Plaintiff Daning Zhou ("Plaintiff"). I make this declaration from my matters within my own knowledge unless stated otherwise.

4. I hereby certify that the Defaulting Defendants (as defined in the accompanying Memorandum) have failed to plead or otherwise defend this action within twenty-one (21) days after being served with the Summons and Complaint in this action in violation of Federal Rule of Civil Procedure 12(a)(1)(A). Specifically, the Defendants were served with copies of the Summons and Complaint via electronic service authorized by the Court on February 24, 2026, which is reflected in the Return of Summons filed in this case [Dkt. No. 20]. As of the filing of this Motion, more than twenty-one (21) days have expired since electronic service was effectuated on the Defendants. The Defaulting Defendants have not answered or otherwise responded to Plaintiff's First Amended Complaint in this action.

5. Plaintiff's asserted claims for relief in this action involve the intentional, willful infringement of the Federally Registered Copyright, VA0002421806 (the "Copyright Protected Photographs").

6. As alleged in the Complaint, the Defaulting Defendants have displayed, without authorization, the Copyright Protected Photographs on the Temu online sales platform (the "Platform") to market and sell competing products using Plaintiff's authentic Copyright Protected Photographs through their online stores (the "Online Stores"), thereby deceiving public consumers as to the quality, nature, and source of goods being purchased.

7. Plaintiff is entitled to statutory damages in this action as described in **Exhibit 1** to this Declaration, which shows the Statutory Damages Request based on the copyright infringement. First, the Defaulting Defendants were provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend this action. As a result of the Defaulting Defendants' intentional decision not to appear and defend this action, Plaintiff has been deprived

of a meaningful opportunity to assess the true nature of its actual damages. This uncertainty supports Plaintiff's requested statutory damages against the Defaulting Defendants.

8. In addition, Defendants in multiple copyright enforcement actions in this judicial district, which includes the Defaulting Defendants, have been acting through their network to actively monitor and post information on the Plaintiff's pending cases on the website www.SellerDefense.cn. This has apparently been done to advise Defendants in all pending actions of Plaintiff's successful prosecution of its claims, and the viability of appearing and asserting potential defenses. These circumstances reveal an overall strategy by all non-appearing Defendants, including the Defaulting Defendants, to simply cut their losses where Plaintiff has a high likelihood of success, abandon their online store, and bask in the security that any judgment issued against them will almost certainly not be collectable in the Republic of China. Simply put, the Defaulting Defendants are watching the results of Plaintiff's copyright infringement enforcement actions in this judicial district.

9. To maximize the deterrent effect of the Court's anticipated default and default judgment, Plaintiff is asking that enhanced statutory damages be imposed on the Defaulting Defendants for each alleged infringement of the Copyright Protected Photographs.

10. Such an award precludes the Defaulting Defendants from shielding themselves from monetary responsibility for the collective infringement of common Copyright Protected Images. *Desire, LLC v. Manna Textiles, Inc.*, 986 F.3d 1253, 1264-1272 (9th Cir. 2021). Rather, Plaintiff expressly requests that the Defaulting Defendants, be assessed an enhanced statutory damage award as described in **Exhibit 1** to this Declaration for their infringement of the Copyright Protected Photographs.

11. Plaintiff has alleged, and has offered proof, that the Defaulting Defendants have engaged in the infringement of the Copyright Protected Photographs. Moreover, the basic nature of the copyright infringement scheme employed demonstrates that the Defaulting Defendants not only knew of the impropriety of their conduct but had to implement their scheme through sophisticated sources and established supply chains. This is the only possible scenario under which the Defaulting Defendants could immediately procure, without authorization, Plaintiff's copyright protected product photographs and images and offer them for sale through their online stores.

12. The presented facts not only establish the Defaulting Defendants's knowledge and intentional infringement of Plaintiff's Copyright Protected Photographs. Accordingly, Plaintiff should be awarded statutory damages as described in **Exhibit 1** to this Declaration, with treble the enhancement against Defaulted Defendants based on their continuing willful infringement after receiving notice of this lawsuit of the Copyright Protected Photographs.

13. My office, with assistance from our client and those assisting our client, investigated the infringing activities of the Defaulting Defendants, including attempting to identify their contact information. Our investigation confirmed that the Defaulting Defendants are primarily domiciled in Asia. As such, I am informed and believe that the Defaulting Defendants are not active-duty members of the U.S. armed forces.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 18, 2026, in Chicago, Illinois.

By: /s/ Joseph W. Droter
Joseph W. Droter, Esq.
BAYRAMOGLU LAW OFFICES, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of March 2026, I electronically filed the foregoing 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 is listed below and provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to third-party, Temu.

By: /s/ Joseph W. Droter
 Joseph W. Droter (Bar No. 6329630)
BAYRAMOGLU LAW OFFICES LLC

No.	Seller's Name	Seller email
1	SCACTO NA	xinyudaintern@sina.com
2	Yiwushiaiqimaoyi Co., Ltd. dba SCACTO AT SCACTO AE	aiqi_temu@163.com
3	Jinhuashichengweimaoyi Co., Ltd. dba SCACTO KK SCACTO CA	chengwei_temu@163.com
4	SCACTO TB	heyangshiye@sina.com
5	Phiafeny	weilingtshirt@163.com
6	HONGKONG YUJIN LIMITED dba Bnjafdy Pbvsjan	caomeijiangjiang@outlook.com
7	Hong Kong Jingluo Limited dba Tlktgf LIHYDA Okovt	gfhdg5457h@sina.com
8	Qqqbntv	erhaoliyi@126.com
9	JIOWAST	xinhuangyiluan2024@163.com
10	Maxhbsq	z9234ras@163.com
11	DTIJAS	mudengkoudai0807@163.com

No.	Seller's Name	Seller email
12	Atuiahm	octavianicole@126.com
13	Pfhlpj	guoyunshangmao2024@163.com
14	Nlgaxet	qingqinge25@sohu.com
15	Uvripwa	chinesecinnamon@hotmail.com

Exhibit 1

Daning Zhou v. The Individuals, Corporations, Limited Liability Companies, Partnerships and
Unincorporated Associations Identified in Schedule A**15 Defaulting Defendants 1:26-cv-01242**

Def No.	Seller's Name Temu Mall ID Contact	Copyright Infringed	Statutory Amount Requested	Enhanced for Willful Infringement Request
1	SCACTO NA 634418217815426 xinyudaintern@sina.com	VA0002421806	\$5,000.00	\$15,000.00
2	Yiwushiaiqimaoyi Co., Ltd. dba SCACTO AT 634418217372348 SCACTO AE 634418217372249 aiqi_temu@163.com	VA0002421806	\$5,000.00	\$15,000.00
3	Jinhuashichengweimaoyi Co., Ltd. dba SCACTO KK 634418216729925 SCACTO CA 634418215153583 chengwei_temu@163.com	VA0002421806	\$5,000.00	\$15,000.00
4	SCACTO TB 634418213448888 heyangshiye@sina.com	VA0002421806	\$5,000.00	\$15,000.00
5	Phiafeny 634418219545362 weilingtshirt@163.com	VA0002421806	\$5,000.00	\$15,000.00
6	HONGKONG YUJIN LIMITED dba Bnjafdy 634418218104460 Pbvsjan 634418218103476 caomeijiangjiang@outlook.com	VA0002421806	\$5,000.00	\$15,000.00
7	Hong Kong Jingluo Limited dba Tlktgf 634418217583829 LIHYDA 634418217583592 Okovt 634418217583992 gfhdg5457h@sina.com	VA0002421806	\$5,000.00	\$15,000.00
8	Qqqbntv 634418218730119 erhaoliyi@126.com	VA0002421806	\$5,000.00	\$15,000.00

Daning Zhou v. The Individuals, Corporations, Limited Liability Companies, Partnerships and
Unincorporated Associations Identified in Schedule A**15 Defaulting Defendants 1:26-cv-01242**

Def No.	Seller's Name Temu Mall ID Contact	Copyright Infringed	Statutory Amount Requested	Enhanced for Willful Infringement Request
9	JIOWAST 634418220023474 xinhuangyiluan2024@163.com	VA0002421806	\$5,000.00	\$15,000.00
10	Maxhbsq 634418221723075 z9234ras@163.com	VA0002421806	\$5,000.00	\$15,000.00
11	DTIJAS 634418218517296 mudengkoudai0807@163.com	VA0002421806	\$5,000.00	\$15,000.00
12	Atuiahm 634418218512721 octavianicole@126.com	VA0002421806	\$5,000.00	\$15,000.00
13	Pfchlpy 634418218479875 guoyunshangmao2024@163.com	VA0002421806	\$5,000.00	\$15,000.00
14	Nlgaxet 634418218141974 qingqinge25@sohu.com	VA0002421806	\$5,000.00	\$15,000.00
15	Uvripwa 634418218571337 chinesecinnamon@hotmail.com	VA0002421806	\$5,000.00	\$15,000.00
Total:			\$75,000.00	\$225,000.00

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

Daning Zhou,

Plaintiff,

v.

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

Defendants.

Case No. 1:26-cv-01242-MFK-LKM

Honorable Matthew F. Kennelly

Magistrate Laura K. McNally

**DECLARATION OF DANING ZHOU IN SUPPORT OF
PLAINTIFF'S MOTION FOR DEFAULT AND DEFAULT JUDGMENT**

I, Daning Zhou, of Shenzhen City, Guangdong Province of the People's Republic of China, declare as follows:

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

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

3. I am the owner of the photos protected by copyright registration VA0002421806 (the "Copyright Protected Photographs"). I make this declaration from my matters within my own personal knowledge unless stated otherwise.

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

5. Plaintiff seeks an award of statutory damages against the Defendants (the “Defaulting Defendants”) in this action. The Defaulting Defendants are accused of intentionally and willfully infringing Plaintiff’s federally registered Copyright, VA0002421806.

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

7. The basic nature of the copyright infringement scheme employed demonstrates that the Defaulting Defendants not only knew of the impropriety of their conduct but had to implement their scheme through sophisticated sources and established supply chains.

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

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

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

source associated with manufacturing the competing products being sold on the Defaulting Defendants' Platform storefronts.

11. Plaintiff has suffered, and continues to suffer, irreparable harm through the Defaulting Defendants' unauthorized use of its federally registered Copyright Protected Photographs asserted in this action. This results in the direct harm to Plaintiff's brand reputation and loss of exclusive licenses, both of which are harms that are virtually impossible to ascertain the resulting economic loss.

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

Executed on March 18, 2026, in Shenzhen City, Guangdong Province of the People's Republic of China.

By: /s/ Daning Zhou
DANING ZHOU

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of March 2026, I electronically filed the foregoing 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 is listed below and provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and distributed to third-party, Temu.

By: /s/ Joseph W. Droter
 Joseph W. Droter (Bar No. 6329630)
BAYRAMOGLU LAW OFFICES LLC

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3	Jinhuashichengweimaoyi Co., Ltd. dba SCACTO KK SCACTO CA	chengwei_temu@163.com
4	SCACTO TB	heyangshiye@sina.com
5	Phiafeny	weilingtshirt@163.com
6	HONGKONG YUJIN LIMITED dba Bnjafdy Pbvsjan	caomeijiangjiang@outlook.com
7	Hong Kong Jingluo Limited dba Tlktgf LIHYDA Okovt	gfhdg5457h@sina.com
8	Qqqbntv	erhaoliyi@126.com
9	JIOWAST	xinhuangyiluan2024@163.com
10	Maxhbsq	z9234ras@163.com
11	DTIJAS	mudengkoudai0807@163.com

No.	Seller's Name	Seller email
12	Atuiahm	octavianicole@126.com
13	Pfhlpj	guoyunshangmao2024@163.com
14	Nlgaxet	qingqing25@sohu.com
15	Uvripwa	chinesecinnamon@hotmail.com