

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

HONG KONG LEYUZHEN
TECHNOLOGY CO. LIMITED, a
Corporation

Plaintiff,

v.

VCHICS.COM, a Business Entity

Defendant.

Case No. 1:26-cv-06008

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

JURY TRIAL DEMANDED

Plaintiff, Hong Kong Leyuzhen Technology Co. Limited (“Plaintiff”), by and through its counsel, submits the following Complaint against the Defendant, vchics.com (“Defendant”), and hereby alleges as follows:

NATURE OF THE ACTION

1. Plaintiff is the owner of all rights, title, and interest in the copyright registration issued by the United States Copyright Office for certain images related to its Rotita Brand (the “Rotita Brand”) used in connection with promoting and selling women’s apparel, including the copyrighted photograph bearing United States Copyright Registration No. VA0002438935 (the “Copyright-Protected Photo”).

2. Plaintiff filed this action to combat Defendant’s unauthorized reproduction, display, distribution, and use of Plaintiff’s Copyright-Protected Photo to advertise, market, offer for sale, and sell competing apparel products through Defendant’s commercial website, vchics.com.

3. Defendant copied and displayed Plaintiff's Copyright-Protected Photo on active commercial product listings on Defendant's website without Plaintiff's authorization, consent, or license.

4. Plaintiff uses the Copyright-Protected Photo in connection with promoting and selling genuine Rotita Brand products through Plaintiff's authorized online sales channels.

5. Defendant reproduced identical or substantially similar copies of Plaintiff's Copyright-Protected Photo on Defendant's commercial website to market competing products.

6. Defendant's unauthorized use of the Copyright-Protected Photo is likely to mislead consumers into believing that Defendant's products are associated with, authorized by, sponsored by, or otherwise affiliated with Plaintiff.

7. Publicly available consumer complaints concerning Defendant's website indicate that consumers purchased products from Defendant believing the products reflected the products depicted in Defendant's advertisements but later complained that the products materially differed from the advertised images. See **Exhibit 3**.

8. Publicly available complaints further indicate that consumers allegedly received low-quality products materially different from the products depicted on Defendant's website and experienced difficulty obtaining refunds or returns from Defendant. See **Exhibit 3**.

9. Plaintiff has suffered and continues to suffer irreparable harm, including consumer confusion, reputational injury, loss of goodwill, market disruption, and loss of licensing opportunities as a result of Defendant's unauthorized use of the Copyright-Protected Photo.

10. Unless restrained by this Court, Defendant will continue infringing Plaintiff's copyrights and continue causing irreparable harm to Plaintiff.

JURISDICTION AND VENUE

11. This Court has original subject matter jurisdiction over the claims in this action pursuant to the Federal Copyright Act, 17 U.S.C. § 101 et seq., 28 U.S.C. §§ 1331 and 1338(a).

12. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(2) and 1400(a) because Defendant has committed acts of copyright infringement within this District and regularly conducts business within this District.

13. This Court may properly exercise personal jurisdiction over Defendant because Defendant purposefully directs commercial activities toward Illinois residents through its interactive commercial website.

14. Defendant operates a commercial, interactive e-commerce website through which consumers in Illinois may browse products, place orders, submit payment, and arrange shipment of products into Illinois.

15. Upon information and belief, Defendant has repeatedly transacted business with Illinois consumers through its website.

16. Plaintiff conducted a purchase investigation through Defendant's website and successfully purchased products from Defendant for shipment into Chicago, Illinois. Defendant accepted payment in United States currency from an Illinois shipping and billing address through Defendant's commercial checkout process and confirmed shipment processing into Illinois. See **Exhibit 2**.

17. Upon information and belief, Defendant processes payments through credit card processors and other electronic payment processors while conducting business with consumers located in Illinois and throughout the United States.

18. Publicly available Better Business Bureau complaints concerning vchics.com include complaints from Illinois consumers who purchased products from Defendant through Defendant's website. See **Exhibit 3**.

19. Defendant's conduct has caused substantial injury to Plaintiff within Illinois.

20. Defendant has committed tortious acts within Illinois while engaging in interstate and international commerce.

THE PARTIES

21. Plaintiff Hong Kong Leyuzhen Technology Co. Limited is a corporation organized under the laws of the People's Republic of China.

22. Plaintiff owns all rights, title, and interest in the Copyright-Protected Photo at issue in this case.

23. Attached as **Exhibit 1** are true and correct copies of the federal copyright registration and copyrighted image for the Copyright-Protected Photo.

24. Plaintiff founded its Rotita Brand in approximately 2009 and has since invested substantial time, labor, money, and resources into developing, marketing, promoting, and protecting the Rotita Brand and the associated Copyright-Protected Photo.

25. Plaintiff uses the Copyright-Protected Photo to advertise and sell genuine Rotita Brand products.

26. Plaintiff owns the exclusive rights to reproduce, distribute, publicly display, and authorize use of the Copyright-Protected Photo.

27. Plaintiff has not authorized Defendant to reproduce, display, distribute, or use the Copyright-Protected Photo.

28. Defendant operates the commercial e-commerce website located at vchics.com.

29. Defendant advertises, markets, offers for sale, and sells apparel products through the vchics.com website.

30. Upon information and belief, Defendant operates under the business name “Wymond Limited.”

31. Defendant’s website publicly lists a Guangzhou, China address and additionally lists a United Kingdom registered address associated with “Wymond Limited.” See **Exhibit 4**.

32. Defendant’s website lists the following contact information: Company Name: Wymond Limited; Email Address: support@vchics.com; Contact Number: +86-21-31477857; Guangzhou, China address; and United Kingdom registration information. See **Exhibit 4**.

33. Publicly available WHOIS records for vchics.com identify Alibaba Cloud Computing (Beijing) Co., Ltd. as the registrar for the vchics.com domain and reflect China-linked registration information. See **Exhibit 5**.

34. Upon information and belief, Defendant uses conflicting geographic representations and business information in connection with operating the vchics.com website. See **Exhibits 3-5**.

35. Publicly available consumer complaints concerning Defendant’s website report that products allegedly shipped from China materially differed from the products depicted in Defendant’s online advertisements. See **Exhibit 3**.

36. Defendant’s true residency, citizenship, and full operational structure remain unclear. See **Exhibits 3-5**.

37. Plaintiff’s pre-suit investigation revealed conflicting information regarding Defendant’s geographic location, operational identity, and fulfillment operations.

38. Upon information and belief, Defendant operates foreign fulfillment operations while targeting consumers throughout the United States, including Illinois.

39. Defendant offered for sale, sold, and continues to offer for sale and sell products using Plaintiff's Copyright-Protected Photo without authorization.

40. **Exhibit 2** contains representative side-by-side comparisons showing Defendant's unauthorized reproduction and display of Plaintiff's Copyright-Protected Photo on Defendant's website.

DEFENDANT'S UNLAWFUL CONDUCT

41. Plaintiff's Copyright-Protected Photo is an original copyrighted work protected under the Copyright Act.

42. Defendant copied, reproduced, displayed, distributed, and used Plaintiff's Copyright-Protected Photo on Defendant's commercial website without authorization.

43. Defendant displayed Plaintiff's Copyright-Protected Photo on active product listings to advertise and sell competing apparel products.

44. Defendant's use of the Copyright-Protected Photo was and continues to be commercial in nature.

45. Upon information and belief, Defendant knew or should have known that the Copyright-Protected Photo was protected by federal copyright law.

46. Defendant used the Copyright-Protected Photo to attract consumers to Defendant's commercial website and generate sales.

47. Defendant's unauthorized use of the Copyright-Protected Photo is likely to cause confusion and deception among consumers regarding the source, sponsorship, affiliation, or approval of Defendant's products.

48. Publicly available consumer complaints concerning Defendant's website indicate that consumers believed products purchased from Defendant would reflect the products depicted in Defendant's advertisements. See **Exhibit 3**.

49. Publicly available consumer complaints further indicate that consumers allegedly received products materially different from the products depicted in Defendant's advertisements. See **Exhibit 3**.

50. Upon information and belief, Defendant derives substantial revenue from sales generated through Defendant's unauthorized use of Plaintiff's Copyright-Protected Photo.

51. Defendant's infringement has caused and continues to cause substantial and irreparable injury to Plaintiff.

52. Unless restrained by this Court, Defendant will continue infringing Plaintiff's copyrights.

COUNT I
COPYRIGHT INFRINGEMENT (17 U.S.C. § 101, et seq.)

53. Plaintiff repeats, realleges, and incorporates by reference herein its allegations contained in paragraphs 1 through 52, above.

54. Plaintiff's Copyright-Protected Photo has significant value and have been produced and created at considerable expense.

55. Plaintiff holds all exclusive rights, including, but not limited to, the rights to reproduce the Copyright-Protected Photo in copies, create derivative works based on the copyrighted work, and distribute copies of the copyrighted work to the public through sale, transfer of ownership, rental, lease, or lending.

56. The Defendant has sold, offered to sell, marketed, distributed, and advertised, and continues to do so, products using the Copyright-Protected Photo without the Plaintiff's permission, authorization, consent, or license.

57. The Defendant has directly copied the Copyright-Protected Photo and used it without permission to advertise, promote, offer for sale, and sell low-quality competing products.

58. Defendant's unauthorized use of Copyright-Protected Photo to advertise, offer for sale, and sell inferior products on Defendant's Online Store constitutes copyright infringement.

59. Based on information and belief, Defendant's infringing acts were willful, deliberate, and carried out with prior notice and knowledge of the Copyright-Protected Photo.

60. Defendant either knew or should have reasonably known that the Copyright-Protected Photo are subject to federal copyright protection.

61. As a direct and immediate result of their unauthorized and infringing actions, the Defendant has obtained and continues to benefit from both direct and indirect profits and other advantages that rightfully belong to the Plaintiff, benefits they would not have received without infringing on the Plaintiff's Copyright-Protected Photo.

62. Accordingly, Plaintiff seeks an award of damages pursuant to 17 U.S.C. § 504.

63. In addition to actual damages, Plaintiff is entitled to receive the profits made by Defendant from its wrongful acts, pursuant to 17 U.S.C. § 504(b).

64. Defendant should be required to account for all gains, profits, and advantages derived by Defendant from its acts of infringement.

65. In the alternative, Plaintiff is entitled to and may elect to choose statutory damages pursuant to 17 U.S.C. § 504(c).

66. Statutory damages, if elected, should be enhanced by 17 U.S.C. § 504(c)(2) because of Defendant's willful copyright infringement.

67. Plaintiff is entitled to injunctive relief under 17 U.S.C. § 502, enjoining any use or exploitation by Defendant of its infringing work, and for an order under 17 U.S.C. § 503 that any of Defendant's infringing products be impounded and destroyed.

68. Plaintiff seeks and is also entitled to recover reasonable attorneys' fees and costs of suit pursuant to 17 U.S.C. § 505.

69. If the Defendant's actions are not enjoined, the Plaintiff will keep experiencing irreparable damage to the reputation and goodwill of the Rotita Brand.

70. The conduct of Defendant is causing and, unless enjoined and restrained by this Court, will continue to cause Plaintiff significant and irreparable injury that cannot fully be compensated or measured monetarily.

71. Plaintiff has no adequate remedy at law, because monetary damages will be insufficient.

72. Pursuant to 17 U.S.C. §§502 and 503, Plaintiff is entitled to injunctive relief to prevent Defendant from further infringing the Copyright-Protected Photo and to order Defendant to destroy all unauthorized copies. Any copies, plates, or other embodiments of the copyrighted works from which copies can be made should be restricted and transferred to Plaintiff as instruments of infringement. Additionally, all infringing copies made by Defendant should be seized and forfeited to Plaintiff under 17 U.S.C. §503.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. That Defendant, its affiliates, officers, agents, servants, employees, attorneys,

confederates, and all persons acting for, with, by, through, under, or in active concert with Defendant be temporarily, preliminarily, and permanently enjoined and restrained from:

a. Using Plaintiff's Copyright-Protected Photo or any reproductions, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Rotita Brand product or is not authorized by Plaintiff to be sold in connection with its registered copyrights:

b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Rotita Brand product or any other product produced by Plaintiff by using the Copyright-Protected Photo to sell and offer for sale such products that are not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff;

c. committing any acts calculated to cause consumers to believe that Defendant's inferior products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff or its Rotita Brand;

d. further infringing the Copyright-Protected Photo and damaging Plaintiff's Rotita Brand's reputation and goodwill;

e. otherwise competing unfairly with Plaintiff through the unauthorized use of the Copyright-Protected Photo in any manner;

f. shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory sold or offered for sale through the unauthorized use of the Copyright-Protected Photo;

g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant's website or any other domain name or online marketplace account that is being

used to sell or is the means by which Defendant could continue to sell competing products through the unauthorized use of the Copyright-Protected Photo; and

h. operating and/or hosting websites and any other domain names registered or operated by Defendant that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product through the unauthorized use of the Copyright-Protected Photo.

2. That Defendant, within fourteen (14) days after service of judgment with notice of entry thereof upon them, be required to file with the Court and serve upon Plaintiff a written report under oath setting forth in detail the manner and form in which Defendant has complied with paragraph 1 above;

3. Entry of an Order that, upon Plaintiff's request, those in privy with Defendant and those with notice of the injunction, including hosts for Defendants' websites and domain name registrars, shall:

a. disable and cease providing services for any accounts through which Defendant engages in the sale of knockoff Rotita Brand products by using, without authorization, the Copyright-Protected Photo;

b. disable and cease displaying any advertisements used by or associated with Defendants that display the Copyright-Protected Photo; and

c. take all necessary steps to prevent links to Defendant's Online Store from displaying in search results, including, but not limited to, removing links to Defendant's domain names from any search index.

4. That Defendant account for and pay to Plaintiff all profits realized by their unauthorized use of the Copyright-Protected Images.

5. In the alternative, that Plaintiff be awarded statutory damages of not less than \$750

and not more than \$30,000 for each infringement of the Copyright-Protected Photo pursuant to 17 U.S.C. § 504(c), which should be enhanced to a sum of not more than \$150,000 by 17 U.S.C. § 504(c)(2) because of Defendant's willful copyright infringement.

6. That Plaintiff be awarded its reasonable attorneys' fees and costs; and
7. Award any other relief that this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff also demands a trial by jury of all issues so triable pursuant to Federal Rule of Civil Procedure 38.

Dated: May 21, 2026

Respectfully Submitted,

By: /s/ Joseph W. Droter
Joseph W. Droter (IL Bar No. 6329630)
William R. Brees (FL Bar No. 98886)
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EXHIBIT 1
FILED UNDER
SEAL

EXHIBIT 2
FILED UNDER
SEAL

EXHIBIT 3

BBB Complaints and Consumer Scam Reports



My BBB

BBB Scam Tracker

Report a scam. Search scams. Protect yourself and others.

Look Up a Scam

Filter

Search

Vchics x

Search Results (30)

Online Purchase - VCHICs

The item that arrived was significantly different than the item represented on the website. Inferior quality, different material, different style, etc... The VCHICs return policy states "If you are not entirely satisfied with your purchase, it is..."

Dollars Lost: \$35.98



Victim Location: PA, USA - 19446

Date Reported: January 15, 2025

Business Name Used: VCHICs

Online Purchase - Vchics

What they represented on their site was nothing that they sent me. Then the second order I never even received. Complete fraudulent company. Truly just stole my money!

Dollars Lost: \$81



Victim Location: CA, USA - 91316

Date Reported: October 4, 2024

Business Name Used: Vchics

Online Purchase

vchics website is a fraud, for instance they have a phony https/vchics.com site as if this is reputable. Once you place your order and submit you can kiss your money Good Bye!!! Do not use this site https/vchics.com it's a fake so is the...

Dollars Lost: \$47



Victim Location: NC, USA - 28546

Date Reported: August 27, 2024

Business Name Used: vchics

Online Purchase

Attempted to order a Thanksgiving sweater on Nov 9th and when I didn't hear anything about it being shipped, I emailed the company and asked to cancel the order. I did this three times we no success as they just gave the same...

Dollars Lost: \$32



Victim Location: **IL, USA** - 61853

Date Reported: November 27, 2023

Business Name Used: Vchics

Online Purchase - Fraudulent Website

They sell clothes. When items are out of stock they will not give a cash refund. They say their accounts are frozen. Meanwhile, they are accepting payments for new sales....

Dollars Lost: \$180



Victim Location: VA, USA - 23434

Date Reported: June 16, 2023

Business Name Used: VCHICS

Other

I ordered 2 pant suits, they were to small. I texted **vchics** and told them that i wanted to exchange them. I texted them the correct sizes. They told me to take a picture of them and return them in the original packages which i did. The...

Dollars Lost: \$0.0



Victim Location: IN, USA - 46628

Date Reported: June 14, 2023

Business Name Used: Vchics

Credit Repair/Debt Relief

I saw this website online with nice clothes and purchases, they never delivered. They are a scam. Contacted many times and they keep saying they will send

Dollars Lost: \$25



Victim Location: FL, USA - 33160

Date Reported: April 27, 2023

Business Name Used: Vchics

Other

I ordered and paid for 3 shirts from a company called **VChics** in early December. They arrived well into January and they looked nothing like the pictures on their website. I reached out to their customer service (by email -...

Dollars Lost: \$50



Victim Location: NE, USA - 68507

Date Reported: February 8, 2023

Business Name Used: vChics

Online Purchase - Online Purchase

On 11/7/22 I placed an order with **vchics**. I received half my order and never got the other half. It is now 12/27/22. I need to return my first half bc they don't fit. I've reached out to them multiple times to no avail and just want my money...

Dollars Lost: \$106



Victim Location: LA, USA - 70570

Date Reported: December 27, 2022

Business Name Used: VChics

Online Purchase - Vchics

I purchased a dress from **Vchics** on 4/12/22, then realized that the purchase would not arrive by the time I needed it. I emailed **vchics** to cancel my order on 4/14/22. **Vchics** gave several different reasons why I could not get a refund,...

Dollars Lost: \$50.78



Victim Location: OH, USA - 45224

Date Reported: May 17, 2022

Business Name Used: vchics

Didn't find the scam you were looking for?

Report a Scam



My BBB

BBB Scam Tracker

[← Back to search](#)



This content is based on victim and potential victim accounts. Government agencies and legitimate business names and phone numbers are often used by scam artists to take advantage of people.

Description

Vchics wouldn't let me cancel my order. It hadn't shipped yet and they kept emailing me back trying to convince me not to cancel.

Dollars Lost

\$39.98

Targeted Person's Location

Ann Arbor, MI, USA - 48105

Scammer Information



Unknown Location



Unknown Email



Unknown Phone Number



Www.Vchics.com

Scam Type

Online Purchase

[Learn More](#)

Business name

Vchics

Date Reported

May 11, 2026

Scam ID

1277999

Tell us what happened

Your input keeps Scam Tracker accurate and useful for the next person who searches this scam.

I avoided this scam ▼

I experienced this scam

Are you the business named in this report? [Dispute this report.](#)

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BUSINESS PROFILE

[Share](#)

Online Retailer

VChics

This business is **NOT BBB Accredited**.

Find BBB Accredited Businesses in [Online Retailer](#).

MAIN REVIEWS COMPLAINTS

Reviews

Customer Review Ratings



Average of 6 Customer Reviews

Want to share your experience?

[Leave a Review](#)

Review Details

Sort by

Most recent



Tonia T

Date: 02/25/2026



Misrepresent clothing says knitted sweater and embroidered shirt they came as printed graphics on low quality polyester. Tried to return and they wouldnt give me the address to return telling me to keep items and they would refund 20%.

 **Janice L**

Date: 12/18/2025



VCHICS advertises the most amazing sweaters, sweater dresses, and dresses. The models are 100% AI which should've tipped me off, but the prices per item are not [redacted] prices, so I believed the clothes were as advertised. I ordered three articles, two sweater dresses and a sweater with (what appeared to be) embroidered Japanese cherry blossoms. Fun fact: After placing my order, I received no order number or tracking information, so I emailed their customer service department. When I went to the website of the courier they provided and put in the tracking number, I got malware installed on my pc. Let's get to the good part! These items arrived and WOW! They are ridiculous. Instead of being quality sweaters made from yarn, they are simply cheap sweatshirts made of mystery fabric (cotton? polyester? a blend?). On the VCHICS website, the first sweater dress looked like it had a strip of fur lining the bottom, but it's actually printed on. The second sweater dress looked like it had gemstones, but instead it's just a picture. IT'S SO WEIRD. On the "sweater," the cherry blossoms aren't embroidered either, and the sleeves are far too short. There are no tags telling me how to care for these garments, what they're made of, or who made them. I contacted VCHICS for a refund, and they asked me for pictures showing me what is wrong with the clothes. I sent pictures. They asked if I would consider a 10% off coupon instead. No. 15% off? No. 20% off?? NOOOO. They insist that the international shipping would simply cost too much, but these items came from [redacted], [redacted]. As of right now, I am still in contact with them and demanding (politely) my money back. Will they offer 25% off? I don't want their cheap slop! Please do not fall for VCHICS and their AI pictures. Learn from my mistake.

 **Cynthia W**

Date: 09/22/2025



I agree with all these points. Outrageous! Thanks to everyone sharing their experiences. After asking for a refund and sending in the photos, I am not waiting for a reply. I filed a dispute with my credit card company and will use this website as part of the documentation. What really bothers me is that I was led to Vchics by a [redacted] website ad. You would think a reputable publication would only allow reputable businesses to advertise. (Or was the ad sent through my browser?). Anyhow, now I will learn to check out companies that do not sell goods through [redacted].

 **Joyce S**

Date: 08/26/2025



this is a fraudulent business they do not send what is advertised and will not refund your money only give 10% store credit for junk i ordered a sweater i received a polyester hoodie, they need to be closed down immediately

 **Linda W**

Date: 08/18/2025



The clothes I ordered are cheap and look nothing like the pictures. Then, they would not let me return them, and instead offered a discount on more clothes, which I dont want. This is a total scam.

 **Anne C.**

Date: 02/05/2025



These folks are liars and thieves! They advertise sweaters on line ans show beautifully knitted sweaters and list them as "knitted". They even look very much like real knitted sweaters. You look at them and believe what you see is what you will get. You pay a realistic price \$40.00 or more dollars and wit. What you get is a cheap pullover with a digital print! They actually list the item as knitted! What liars!! am a 66 year old Disabled Veteran, I live on a very fixed income, I think I shop responsibly. I really can't afford to waste money on lies. I ha e degenerative bone disease as a result of service connected injuries. I need to stay warm in the winter that is why I wanted, what I thought were thick warm sweaters. What I got was cheap looking digital printed pullovers. Other people, senior citizens should be protected from these thieves.



VChics is NOT a BBB Accredited Business.

To become accredited, a business must agree to [BBB Standards for Trust](#) and pass BBB's vetting process.



Why choose a BBB Accredited Business?

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When considering complaint information, please consider the company's size and volume of transactions. Note that the nature of complaints and a company's responses to them are often more important than the number of complaints. BBB Business Profiles generally cover a three-year reporting period.

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EXHIBIT 4
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EXHIBIT 5
FILED UNDER
SEAL