

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

HONG KONG YU'EN E-COMMERCE CO.
LIMITED,

Plaintiff,

v.

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

Defendants.

Case No. 1:24-cv-12483-EEB-MDW

**Honorable Judge Elaine E. Bucklo
Magistrate M. David Weisman**

HEARING DATE: July 9, 2025
HEARING TIME: 9:45 AM CST

**DECLARATION OF WILLIAM R. BREES IN SUPPORT OF MOTION FOR
ENTRY OF DEFAULT AND DEFAULT JUDGMENT AGAINST DEFENDANT NO. 12**

I, William R. Brees, of St. Petersburg, Florida, 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 against Defendant No. 12 (the "Defaulting Defendant" or "Defendant").

3. I am an attorney at law, duly admitted to practice before the Courts of the State of Florida and the United States District Court for the Northern District of Illinois. I am one of the attorneys for Plaintiff Hong Kong Yu'En E-Commerce Co. Ltd. ("Plaintiff"). I make this declaration from my matters within my own knowledge unless stated otherwise.

4. I hereby certify that the Defaulting Defendant (as defined in the accompanying Memorandum) has 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, Defendants were served with copies of the Summons and Complaint via electronic service authorized by the Court on January 6, 2025, which is reflected in the Return of Summons filed in this case. [Dkt. No. 29.] As of the filing of this Motion, approximately one hundred fifty-four (154) days have expired since electronic service was effectuated on the Defendants. The Defaulting Defendant has not answered or otherwise responded to Plaintiff's Complaint in this action.

5. Plaintiff's asserted claims for relief in this action involve the intentional, willful infringement of the following federally registered trademark: (1) 5,994,759 (the "Trademark" or "Brand Trademark").

6. As alleged in the Complaint, the Defaulting Defendant have displayed, without authorization, the Trademark on the Amazon online sales platform (the "Platform") to market and sell knockoff, counterfeit products resembling Plaintiff's authentic Modlily brand products 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 an enhanced statutory damage award of \$100,000.00 per Defaulting Defendant per Trademark infringed in this action for willful infringement. First, the Defaulting Defendant was provided with notice of these proceedings and, apparently, intentionally elected not to appear and defend this action. As a result of the Defaulting Defendant's 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 Defendant.

8. In addition, defendants in multiple trademark enforcement actions in this judicial district, which includes the Defaulting Defendant, have been acting through their counterfeit 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 Defendant, to simply cut their losses where Plaintiff has a high likelihood of success, abandon any online platform restrained funds, 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 Defendant is watching the results of Plaintiff's trademark 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 statutory damages be imposed on each individual Defaulting Defendant for each alleged infringement of the Trademark. Such an award precludes the Defaulting Defendant from shielding themselves from monetary responsibility for the collective infringement *Desire, LLC v. Manna Textiles, Inc.*, 986 F.3d 1253, 1264-1272 (9th Cir. 2021). Rather, Plaintiff expressly requests that the Defaulting Defendant, individually, be assessed a statutory damage award of \$100,000 for their willful infringement of the Trademark.

10. Plaintiff has alleged, and has offered proof, that the Defaulting Defendant has not only engaged in the infringement of the Trademark, but they have done so through a highly sophisticated counterfeit network. Moreover, the basic nature of the trademark infringement scheme employed demonstrates that the Defaulting Defendant not only knew of the impropriety of their conduct but had to implement their counterfeit scheme through sophisticated sources and

established supply chains. This is the only possible scenario under which the Defaulting Defendant could immediately procure, without authorization, Plaintiff's Trademark and offer them for sale through their online stores.

11. The presented facts not only establish the Defaulting Defendants' knowledge and intentional infringement of Plaintiff's Trademark. Accordingly, Plaintiff should be awarded statutory damages in the amount of \$100,000 per Defaulted Defendant per infringed Trademark based their willful infringement of the Trademark.

12. 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.

DATED: July 1, 2025

By: /s/ William R. Brees
William R. Brees (Bar No. 98886)
BAYRAMOGLU LAW OFFICES, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of July 2025, 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. Notice of this filing is provided to unrepresented parties for whom contact information is listed below and has been provided via email and by posting the filing on a URL contained on our website <http://blointernetenforcement.com>, and a link to said website in the email provided by third-party, Amazon.

By: /s/ Joseph W. Droter
JOSEPH W. DROTER (IL BAR NO. 6329630)

NO.	SELLER'S NAME	SELLER'S CONTACT
12	L-Peng JEGULV Storefront	hailing623@yeah.net