UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Union Imagination Tech. Co. Ltd., Plaintiff,	)	
	)	Case No. 1:25-cv-14990
v.	)	
	)	Dist. Judge Sharon Johnson Coleman
TengXianTaiPingXingHeBaiHuoShang Hang d/b/a PASOLABE, Defendant	)	Mag. Judge Daniel P. McLaughlin

Notice of Plaintiff's Motion for Entry of Default and Default Judgment

PLEASE TAKE NOTICE that on March 10, 2026 at 10:00am or as soon thereafter as I may be heard, I shall appear before the Honorable Judge Sharon Johnson Coleman in Room 1241 of the Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604, or using video or teleconferencing technology as the Court may require, and shall present the Motion for Entry of Default and Default Judgment [Dkt. 40].

Dated: February 27, 2026

Respectfully Submitted

/s/Adam E. Urbanczyk
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Counsel for Plaintiff

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Plaintiff's Motion for Entry of Default and Default Judgment

NOW COMES Union Imagination Tech. Co. Ltd. ("Plaintiff"), by and through its undersigned counsel, and hereby moves for entry of default and default judgment against TengXianTaiPingXingHeBaiHuoShangHang d/b/a PASOLABE ("Defaulting Defendant" of "Defendant"), based on Plaintiff's action for copyright infringement.

I. Statement of Facts

Plaintiff specializes in the creation, manufacture, marketing and sale of a variety of home good products (collectively, the "Plaintiff Products"). [Dkt. 19 ¶ 8]. Plaintiff is the owner of all rights to valid, federally registered copyrights in the Plaintiff Works, and has used the Plaintiff Works in connection with the sale, distribution, promotion, and advertising of genuine Plaintiff Products. [Dkt. 19 ¶ 9-11]. As a result of Plaintiff's commercial efforts, consumers have come to associate the Plaintiff Works with Plaintiff and their authorized Plaintiff Products. [Dkt. 19 ¶ 12-13]. Additional factual assertions regarding Plaintiff in the First Amended Complaint are incorporated herein. Id. at ¶¶ 8-16, 34-36.

Defendant, on information and belief conducts business throughout the United States, including within the State of Illinois and this Judicial District, through the operation of the fully interactive, commercial online marketplaces operating under the online storefront as identified in

Schedule A (the "Defendant Online Store"). Id. at ¶ 3, 7, 17. Defendant targets the United States, including Illinois, and has offered to sell unauthorized and unlicensed products using the registered Plaintiff Works (the "Infringing Products") to consumers within the United States, including the State of Illinois and this Judicial District, and Defendant has sold and shipped at least one such Infringing Product into this Judicial District, which was purchased from the Defendant Online Store. Id. at ¶ 7, 18. Additional factual assertions regarding Defendant in the First Amended Complaint are incorporated herein. Id. at ¶¶ 17-32, 37-40.

Plaintiff filed this action on December 10, 2025, and filed its First Amended Complaint on January 9, 2026, alleging Federal Copyright Infringement under 17 U.S.C. § 501 (Count I). [Dkt. 19]. On January 13, 2026, this Court granted Plaintiff's Motion for Electronic Service of Process Pursuant to Fed. R. Civ. P. 4(f)(3) that permitted Plaintiff to complete service of process to the Defaulting Defendant by electronically publishing a link to the relevant documentation on a website and sending an email to the email addresses provided for Defendant by third-parties (i.e., Amazon). [Dkt. 27]. Defendant was properly served with process on January 23, 2026, [Dkt. 33], and Defendant has not filed an answer or otherwise pled in this action. *See*, Declaration of Adam E. Urbanczyk (the "Urbanczyk Declaration") at ¶ 2.

Plaintiff now moves this Court for an Order entering default and default judgment finding that Defaulting Defendant is liable on all counts of Plaintiff's First Amended Complaint. Fed. R. Civ. P. 55(a), (b)(2). Plaintiff further seeks an award of damages as authorized under 17 U.S.C. § 504(b) for Defendant's violations of Plaintiff's exclusive rights under 17 U.S.C. § 106 caused by Defendant's unauthorized reproduction, display, and/or distribution of Plaintiff's registered Plaintiff Works in connection with products sold through the Defendant Online Store. Plaintiff also seeks entry of a permanent injunction prohibiting Defendant from using the Plaintiff Works, or derivate versions thereof, in connection with the sale of any product that is not authorized by Plaintiff to be

sold in connection with the Plaintiff Works.

II. 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 Copyright Act, 17 U.S.C. § 501, *et seq.* and 28 U.S.C. §§ 1331, 1338(a)-(b). Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendant because they directly targeted business activities toward consumers in Illinois and caused harm to Plaintiff's business with this Judicial District. uBID, Inc. v. GoDaddy Grp., Inc., 623 F.3d 421, 423-24 (7th Cir. 2010) ("without benefit of an evidentiary hearing, the plaintiff bears only the burden of making a prima facie case for personal jurisdiction" and all of plaintiff's asserted facts should be accepted as true and any factual determinations should be resolved in its favor). Personal jurisdiction exists over Defendant because they directly targeted their business activities toward consumers in the United States, including Illinois. Specifically, the Defaulting Defendant reached out to do business with Illinois residents by operating its commercial, interactive Defendant Online Store which offered shipping to the United States, including within Illinois and this judicial district, offered to accept payment in U.S. dollars, and offered for sale and sold and shipped at least one Infringing Product using unauthorized reproductions of the Plaintiff Works to Illinois, which was purchased from the Defendant Online Store. [Dkt. 19 at ¶ 7, 18]. uBID, Inc., 623 F.3d at 423-24; *See*, Monster Energy Co. v. Wensheng, 136 F. Supp. 3d 897, 907 (N.D. Ill. 2015); Deckers Outdoor Corp. v. Does 1-55, 2011 WL 4929036, at *3 (N.D. Ill. Oct. 14, 2011).

b. Plaintiff has met the requirements for entry of default.

Under Federal rules, "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 August 1, 2025, Plaintiff filed its First Amended Complaint alleging Federal Copyright Infringement under 17 U.S.C. § 501 (Count I). [Dkt. 19]. Defendant was served with process in accordance with this Court's Order on electronic service on January 23, 2026, [Dkt. 33]. Despite having been served with process, Defendant has not filed an answer or otherwise pled in this action. Urbanczyk Decl. at ¶ 2. Upon information and belief, Defendant is not active-duty members of the U.S. armed forces. Urbanczyk Decl. at ¶ 3. Accordingly, Plaintiff asks for entry of default against the Defaulting Defendant pursuant to Fed. R. Civ. P. 55(a).

c. Plaintiff has met the requirements for entry of default judgment.

Rule 55(b)(2) of the Federal Rules of Civil Procedure provides for a court-ordered default judgment. A default judgment establishes, as a matter of law, that the Defaulting Defendant is liable to Plaintiff on each cause of action alleged in the First Amended Complaint. Deckers Outdoor Corp., 2011 WL 4929036, at *2, *citing*, United States v. Di Mucci, 879 F.2d 1488, 1497 (7th Cir. 1989). When the Court determines that a defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the defendants are liable as a matter of law as to each cause of action alleged in the complaint. Black v. Lane, 22 F.3d 1395, 1399 (7th Cir. 1994).

As noted above, Plaintiff served the First Amended Complaint on the Defaulting Defendant on January 23, 2026 [Dkt. 33]. More than twenty-one (21) days have passed since the Defaulting Defendant was served, and no answer or other responsive pleading has been filed by the Defaulting Defendant as required under federal rules. Fed. R. Civ. P. 12(a)(1)(A)(i). Default judgment is therefore appropriate, and consistent with previous similar cases in front of this Court. Plaintiff requests an award of actual damages and profits, in the amount of the Defaulting Defendant's revenue attributable to infringement as authorized by 17 U.S.C. § 504(b) for copyright infringement.

Plaintiff also seeks entry of a permanent injunction prohibiting Defendant from exercising any of the exclusive rights afforded to Plaintiff under 17 U.S.C § 106.

The U.S. Copyright Act provides that "[a]nyone who violates…the exclusive rights of the copyright owner... is an infringer of the copyright." 17 U.S.C. § 501(a). Plaintiffs are entitled to various remedies for infringement, including injunctions, monetary damages, costs, and attorney's fees. 17 U.S.C. §§ 502, 504, 505. A plaintiff bringing a copyright infringement claim under 17 U.S.C. § 501 must show: (i) ownership of a valid copyright, and (ii) copying of constituent elements of the work that are original. Pickett v. Prince, 52 F.Supp.2d 893, 900-01 (N.D. Ill. 1999), *citing*, Feist Publications, Inc. v. Rural Tel. Serv., 499 U.S. 340, 361 (1991); *see also*, Atari, Inc. v. North Am. Phillips Consumer Elecs. Corp., 672 F.2d 607, 614 (7th Cir. 1982). The registration of a copyright certificate creates a *prima facie* presumption of validity of a copyright. 17 U.S.C. § 410(c).

Plaintiff alleges in the First Amended Complaint that they are the owner of all right, title, and interest in and to the original federally registered Plaintiff Works. [Dkt. 19 at ¶ 11, 34]. Plaintiff's federal registrations for the Plaintiff Works are valid, subsisting, and in full force and effect. [Dkt. 19 at ¶ 10]. Among the exclusive rights granted to Plaintiff under the Copyright Act are the exclusive right to copy, reproduce, and display the Plaintiff Works and prepare derivative works based upon the Plaintiff Works. [Dkt. 19 at ¶ 11, 36]. Defendant, without the permission or consent of Plaintiff, has copied, displayed, and/or distributed the Plaintiff Works or derivative versions thereof on the Defendant Online Store without Plaintiff's authorization and in violation of Plaintiff's exclusive rights in the Plaintiff Works under 17 U.S.C. § 106. [Dkt. 19 at ¶¶ 37-38]. Because Defendant has failed to answer or otherwise plead in this matter, the Court must accept the allegations contained in Plaintiff's First Amended Complaint as true. *See*, Fed. R. Civ. P. 8(b)(6); Am. Taxi Dispatch, Inc., v. Am. Metro Taxi & Limo Co., 582 F. Supp. 2d 999, 1004 (N.D. Ill. 2008). Accordingly, Plaintiff

requests entry of judgment with respect to Count I for willful copyright infringement against Defendant.

d. Plaintiff is entitled to monetary and injunctive relief.

i. Plaintiff is entitled to Defendant's revenue attributable to their infringement under 17 U.S.C. § 504(b).

The Copyright Act, 17 U.S.C. § 504(b), provides that our client is entitled to "recover the actual damages suffered by him or her as a result of the 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). The Act specifies that "[i]n 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." Id. To be reasonably related or attributable to the infringement, "a plaintiff must show a causal nexus between the infringement and the gross revenues." Bell v. Taylor, 827 F.3d 699 (7th Cir. 2016). This Court has described this requirement as a "common sense" approach that only requires "a demonstration that the infringing acts had ***an effect*** on profits before the parties can wrangle about apportionment of profits." Maui Jim, Inc. v. SmartBuy Guru Enters., 2018 WL 894619 at *1 (N.D. Ill. Feb. 14, 2018), *citing*, Mackie v. Rieser, 296 F.3d 909, 915 (9th Cir. 2002) (emphasis added). Plaintiff has satisfied this burden.

As alleged in the First Amended Complaint, the Defaulting Defendant obtained direct and indirect profits they would not have otherwise realized but for their infringement of the copyrighted Plaintiff Works. [Dkt. 19 at ¶ 39]. Following, these allegations shown that there is a clear nexus between Defendant's infringement and the revenue and profits that Defendant generated as a result of the infringement, thus all revenues earned on Defendant's listings infringing the Plaintiff Works are "attributable" to their infringement of the Plaintiff Works.

The evidence also supports this conclusion and shows that the various listings for the Infringing Products used one or more of the Plaintiff Works to advertise the Infringing Products. Notably, one of the Plaintiff Works appeared as the first picture in 15 of the 20 product listings for the Infringing Products, which would be the thumbnail picture seen by prospective customers in their search results and drive customers to Defendant's product listings, and also be the first product picture displayed to prospective customers who viewed the listings for the Infringing Products on the Defendant Online Store. *See* [Dkt. 7-2 pgs. 2, 27, 34, 44, 55, 72, 91, 110, 134, 142, 154, 161, 172, 193, 201]. Accordingly, Plaintiff has "demonstrated a sufficient casual nexus through evidence that the [Defaulting Defendant's Amazon listings for the Infringing Products] contained an advertisement featuring the infringing material, that customers who ordered [the Infringing Products] through the [Defaulting Defendant's Online Store] would have seen the advertisement, and that [the Defaulting Defendant] profited from the promotion." Polar Bear Prods., Inc. v. Timex Corp., 384 F.3d 700, 712 (9th Cir. 2004) (finding sufficient circumstantial evidence to demonstrate a causal nexus between defendant's use of an infringing advertisement in a sales booklet and defendant's sales of products through the booklet because customers who ordered products through the booklet would have seen the infringing advertisement and defendant profited from that promotion). The only purpose Defendant possibly had for including the Plaintiff Works in their product listings, particularly as the thumbnail and first picture displayed to customers, was to drive more customers to view the product listings and increase sales of the Infringing Products, and it is not overly speculative or remote to reach the common-sense idea that advertising and the inclusion of the Plaintiff Works in the infringing product listings would lead to more sales, thus Plaintiff causal nexus between Defendant's infringement and their gross revenue. Maui Jim, 2018 WL 894619 at *2 ("Plaintiff alleges that Defendants used copyrighted photographs of Maui Jim sunglasses on their website to sell Maui Jim sunglasses. Common sense says it is at least arguable that photographs

of Maui Jim sunglasses on Defendants' website are connected to some extent to consumers' purchases of those same sunglasses from Defendants and, therefore, to some profit to Defendants."); Stockroom Inc. v. XR LLC, 2009 WL 10674303 at *3 (C.D. Cal. Oct. 19, 2009) ("The idea that XR's sales were enhanced by the promotional use of images and textual descriptions is not overly speculative or remote–indeed, the purpose of such promotion is precisely to increase sales. There is certainly no need for expert testimony on the common-sense idea that advertising can lead to more sales."); Polar Bear, 384 F.3d at 712 (finding sufficient circumstantial evidence to demonstrate a causal nexus between defendant's use of an infringing advertisement in a sales booklet and defendant's sales of products through the booklet because customers who ordered products through the booklet would have seen the infringing advertisement and defendant profited from that promotion); *see also* Apulent, Ltd. v. Jewel Hosp., Inc., 2015 WL 630953 at *5 (W.D. Wash. Feb. 12, 2015) (noting that "plaintiff need not show that defendant's infringement was the exclusive or primary cause for the revenues generated during the infringement period, or that it was even the exclusive or primary reason for a customer's decision to contract for defendant's services" to satisfy their burden of showing that the profits were attributable to the infringement).

Moreover, Plaintiff has obtained Court ordered discovery from Amazon showing the Defaulting Defendant's sales of the Infringing Products, and these records show that the Defaulting Defendant sold 21,073 units of the Infringing Products for a total revenue of $232,489.40. Urbanczyk Decl. at ¶ 4. This data provided by Amazon constitutes non-speculative evidence of the Defaulting Defendant's revenue attributable to their infringement. Bergt, 661 F. Supp. 2d at 927 ("all a plaintiff must do to meet his burden [under 17 U.S.C. 504(b)] in the Seventh Circuit is provide a figure limited to the profit stream resulting from the infringement. Requiring the plaintiff to show more would be contrary to § 504(b)'s intent and would confuse the parties' respective burdens."). In the absence of evidence from the Defaulting Defendant proving their deductible expenses, the

Court should consider the revenue amount to be the amount of profits attributable to Defendant's infringement. *See* 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."). Following, because Plaintiff is entitled to all of the profits attributable to the infringement, it is appropriate and reasonable for the Court to award Plaintiff actual damages and disgorgement of profits in the amount of $232,489.40.

ii. Plaintiff is entitled to permanent injunctive relief.

Plaintiff also respectfully requests this Court enter a permanent injunction enjoining Defendant from infringing or otherwise violating the Plaintiff's copyright rights in the Plaintiff Works, including at least all injunctive relief previously awarded by this Court to Plaintiff in the TRO and Preliminary Injunction. [Dkts. 26, 38]. Plaintiff further requests that any permanent injunction entered by the Court order that Defendant's assets that are currently restrained are transferred to Plaintiff up to the amount of monetary relief granted by this Court, and requests that any permanent injunction entered requires transfer to Plaintiff of all assets owned by Defendant that may be discovered in the future, up to the amount of monetary relief that may be awarded to Plaintiff. Such injunctive relief is necessary so that Plaintiff can quickly take action against any new online marketplace accounts that are identified, found to be linked to the Defaulting Defendant, and/or to have sold Infringing Products in connection with the Plaintiff Works. *See* Oakley, Inc. v. The P'ships, et al., No. 13-cv-02958 Dkt. Nos. 36-37 (N.D. Ill. June 17, 2013)

III. Conclusion

Plaintiff respectfully requests that the Court enter default and default judgment against the Defaulting Defendant, award actual damages and profits in the amount of the Defaulting Defendant's revenue attributable to infringement pursuant to 17 U.S.C. § 504(b). Additionally,

Plaintiff respectfully requests that the Court enter a permanent injunction order prohibiting Defaulting Defendant from using any of the Plaintiff Works or derivatives versions thereof in violation of Plaintiff's exclusive rights under 17 U.S.C. § 106.

Dated: February 27, 2026

Respectfully Submitted

/s/Adam E. Urbanczyk
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UNITED STATES DISTRICT COURT
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Declaration of Adam E. Urbanczyk

I, Adam E. Urbanczyk, of the City of Sarasota, in the state of Florida, hereby declare as follows:

1. 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 an attorney for Plaintiff Union Imagination Tech. Co. Ltd. Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify to the following:

2. I hereby certify that the Defaulting Defendant (as defined in the accompanying motion) has failed to answer or otherwise plead in this action within the allotted time after receiving service of process [*See* Dkt. 33] in violation of Federal Rule of Civil Procedure 12(a)(1)(A).

3. My office investigated the infringing activities of the Defaulting Defendant, including attempting to identify the registrant of each associated online marketplace account and its contact information. Our investigation confirmed that the Defaulting Defendant is domiciled in China. As such, I am informed and believe that the Defaulting Defendant is not active-duty members of the U.S. armed forces.

4. According to discovery received from Amazon, Defendant sold a total of 21,073 units of the Infringing Products for a total revenue of $232,489.40. which were sold from product listings

infringing on Plaintiff's federally registered Plaintiff Works. A breakdown of the total units and revenue the Defaulting Defendant sold of each Infringing Product broken down by Amazon Standard Identification Number (ASIN) is included in the table below (**Exhibit 1**):

ASIN	Reported Units Sold	Reported Revenue
B0CFYP34LQ	6,137.00	71923.31
B0F264RNNM	397.00	6260.76
B0F263SRYS	66.00	652.58
B0DT737YFH	101.00	1322.11
B0F2Y1PQ7J	62.00	710.53
B0DT7DCFHK	48.00	458.98
B0DT74TQPC	345.00	3060.74
B0DT785SWV	255.00	3042.49
B0CLHBNDQ7	121.00	1046.41
B0D9FHNYLN	405.00	3708.66
B0F264BR6Q	172.00	2805.92
B0D47M3P5K	4,524.00	40394.61
B0D9HGY4QF	3,682.00	29513.22
B0DSLSHJ3Z	326.00	2613.36
B0F2JH64MS	57.00	316.88
B0DK271826	1,572.00	23447.73
B0CC9PBSSL	1,669.00	30426.58
B0DCGGLQXQ	896.00	8091.17
B0DT75MRL2	158.00	1615.1
B0F2635Q1K	80.00	1078.26

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed on this day February 27, 2026, at Sarasota, Florida.

Respectfully submitted,

/s/Adam E. Urbanczyk

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Counsel for Plaintiff

Exhibit 1

External_Seller_ID	ASIN	Net_Ordered_Units	Net_Ordered_GMS_USD	Price per Unit
A37INXZ2Q1WFL4	B0CFYP34LQ	6,137.00	71923.31	11.72
A37INXZ2Q1WFL4	B0F264RNNM	397.00	6260.76	15.77
A37INXZ2Q1WFL4	B0F263SRYS	66.00	652.58	9.89
A37INXZ2Q1WFL4	B0DT737YFH	101.00	1322.11	13.09
A37INXZ2Q1WFL4	B0F2Y1PQ7J	62.00	710.53	11.46
A37INXZ2Q1WFL4	B0DT7DCFHK	48.00	458.98	9.56
A37INXZ2Q1WFL4	B0DT74TQPC	345.00	3060.74	8.87
A37INXZ2Q1WFL4	B0DT785SWV	255.00	3042.49	11.93
A37INXZ2Q1WFL4	B0CLHBNDQ7	121.00	1046.41	8.65
A37INXZ2Q1WFL4	B0D9FHNYLN	405.00	3708.66	9.16
A37INXZ2Q1WFL4	B0F264BR6Q	172.00	2805.92	16.31
A37INXZ2Q1WFL4	B0D47M3P5K	4,524.00	40394.61	8.93
A37INXZ2Q1WFL4	B0D9HGY4QF	3,682.00	29513.22	8.02
A37INXZ2Q1WFL4	B0DSLSHJ3Z	326.00	2613.36	8.02
A37INXZ2Q1WFL4	B0F2JH64MS	57.00	316.88	5.56
A37INXZ2Q1WFL4	B0DK271826	1,572.00	23447.73	14.92
A37INXZ2Q1WFL4	B0CC9PBSSL	1,669.00	30426.58	18.23
A37INXZ2Q1WFL4	B0DCGGLQXQ	896.00	8091.17	9.03
A37INXZ2Q1WFL4	B0DT75MRL2	158.00	1615.1	10.22
A37INXZ2Q1WFL4	B0F2635Q1K	80.00	1078.26	13.48