

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

Union Imagination Tech. Co. Ltd,)	
Plaintiff,)	
)	Case No. 1:25-cv-1XXXX
v.)	
)	
The Defendant Identified on Schedule A,)	
Defendant)	

Declaration of Huifang Qu

I, Huifang Qu, of the City Shenzhen, China, declare as follows:

1. This declaration is based upon my personal knowledge of the facts stated herein or on the business records that were made at the time or in the regular course of business. If called as a witness, I could and would testify to the statements made herein.
2. I am the manager of Plaintiff Union Imagination Tech. Co. Ltd. I am knowledgeable of or have access to records concerning the information referenced herein, including, but not limited to, trademarks, copyrights, other intellectual property, sales, on-line sales, advertising, and marketing. I make this declaration from matters within my own knowledge unless otherwise stated.
3. Since 2018, Plaintiff has been engaged in the distribution, marketing, offering for sale, and sale of home decoration products (the "Plaintiff Products").
4. Authentic Plaintiff Products are distributed and sold to consumers throughout the United States, including in Illinois, online and through e-commerce website www.amazon.com.
5. In the course of promoting Plaintiff Products, we caused to be taken certain photographs of the Plaintiff Products to use in e-commerce product listings (the "Plaintiff Works"). Union Imagination Tech. Co. Ltd is the owner of the Plaintiff Works and has registered the Plaintiff Works with the U.S. Copyright Office, Reg. Nos. VA 2-461-023, VA 2-459-366, VA 2-460-834, VA 2-460-838, VA 2-460-840, VA2-461-006, VA2-460-996, VA 2-460-832, VA2-461-003, VA2-461-031, VA 2-461-019, VA 2-460-989, VA2-460-985, VA 2-460-843, VA2-461-021, VA 2-461-

027, VA 2-461-016, VA2-460-993, VA 2-461-004, and VA 2-461-193, and maintain exclusive rights, without limitation, to market and sublicense the right to copy, reproduce, and display the Plaintiff Works and make derivative works thereof. True and Correct copies of the Copyright Registration certificates are attached hereto as **Exhibit 1**.

6. I perform, supervise, and/or direct investigations related to Internet-based infringement of the Plaintiff Works. My investigation shows that Defendant, who is an Amazon seller, is reproducing, displaying, and/or using derivative works of the Plaintiff Works to sell products in violation of Plaintiff's exclusive rights (the "Infringing Products"). I analyzed the e-commerce store operating under the Seller Alias identified in the Schedule A to the Complaint and determined that Infringing Products were being offered for sale, or have been sold, to residents of the United States, including Illinois residents. This conclusion was reached through visual inspection of the products listings on the ecommerce store and the price at which the Infringing Products were offered for sale, other features commonly associated with e-commerce stores selling Counterfeit products, and because I have not, based on my investigation, granted a license or any other form of permission to Defendant as they are identified with respect to the Plaintiff Works. In addition, the e-commerce store offered shipping to the United States, including Illinois. True and correct copies of screenshot printouts showing the active Defendant Online Store reviewed are attached as **Exhibit 2**.
7. Defendant has targeted sales to Illinois residents by setting up and operating an e-commerce store that target United States consumers, offers shipping to the United States, including Illinois, accepts payment in U.S. dollars, and has sold at least one Infringing Product into Illinois over the Internet. True and correct copies of photographs of a test purchase of Defendant's Amazon Standard Identified Number (ASIN) B0D9HGY4QF product is attached hereto as **Exhibit 3**.
8. A chart organizing Defendant's accused ASIN products and the image which Defendant is reproducing, displaying, and/or making derivative works thereof, is attached hereto as **Exhibit 4**.

9. Defendant facilitates sales by designing its e-commerce stores operating under the Seller Alias so that it appears to unknowing consumers to be an authorized online retailer. The e-commerce store operating under the Seller Alias looks sophisticated and accepts payment in U.S. dollars via credit cards, Amazon Pay, and/or PayPal. The e-commerce store operating under the Seller Alias includes professional content and imagery that makes it very difficult for consumers to distinguish such store from an authorized retailer.
10. On information and belief, Defendant has engaged in deceptive or omissive conduct when registering the e-commerce store operating under the Seller Alias by providing false, misleading, and/or incomplete information to the e-commerce platforms. On information and belief, Defendant has cursorily registered and maintained the e-commerce store operating under the Seller Alias to prevent discovery of its true identity and the scope of its e-commerce operations.
11. On information and belief, Defendant regularly registers or acquires new seller aliases for the purpose of offering for sale and selling Infringing Products. Such e-commerce store registration patterns are one of many common tactics used by the Defendant to conceal their identity and the full scope and interworking of their operation, and to avoid being shut down.
12. On information and belief, Defendant is in communication with and regularly participate in QQ.com and WeChat chat rooms and through websites such as sellerdefense.cn, kaidianyao.com and kuajingvs.com regarding tactics for operating multiple accounts, evading detection, pending litigation, and potential new lawsuits.
13. Infringers such as Defendant often operate under multiple seller aliases and payment accounts so that they can continue operating despite Plaintiff's enforcement efforts.
14. On information and belief, Defendant maintains offshore bank accounts and regularly moves funds from their e-commerce financial and payment accounts to offshore bank accounts outside the jurisdiction of this Court to allow them to avoid payment of any monetary judgment awarded to a rightsholder, such as Plaintiff.

15. Defendant, without any authorization or license from Plaintiff or its agents, knowingly and willfully reproduced, displayed, and/or made derivatives works of the Plaintiff Works in the course of offering for sale, selling, and/or importing into the United States products which were not authorized by Plaintiff.
16. Monetary damages cannot adequately compensate Plaintiff for ongoing infringement because monetary damages fail to address the pervasive damage to Plaintiff's control over its rights in the Plaintiff Works, the works' reputation, associated goodwill, and Plaintiff's ability to exploit the Plaintiff Works. Furthermore, monetary damages are difficult, if not impossible, to ascertain due to the inability to calculate measurable damage in dollars and cents caused to Plaintiff's control over its rights in the Plaintiff Works, their reputation, the goodwill associated therewith, and Plaintiff's ability to exploit the Plaintiff Works by these acts of infringement.
17. Plaintiff's business enterprise's goodwill and reputation are irreparably damaged by Defendant's reproduction, display, and/or making derivatives works of the Plaintiff Works in the course of offering for sale, selling, and/or importing into the United States products which were not authorized by Plaintiff.
18. Plaintiff is further irreparably harmed by the unauthorized reproduction, display, and/or making derivatives works of the Plaintiff Works because infringers take away Plaintiff's ability to control the exploitation of Plaintiff's rights in the Plaintiff Works and any association between them and the product sold therewith. Loss of quality control over goods made, used, offered for sale, sold, or imported in association with the Plaintiff Works and, in turn, loss of control over Plaintiff's business' commercial reputation is neither calculable nor precisely compensable.
19. Plaintiff will suffer immediate and irreparable injury, loss, or damage if an *ex parte* Temporary Restraining Order is not issued.

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

Executed on this November 24, 2025 at Shenzhen, China.

Huifang Qu
Huifang Qu

