

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

HENG SWEE LIM,

Plaintiff,

Civil Action No.: 1:21-cv-05684

v.

Judge Charles P. Kocoras

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Magistrate Judge Jeffrey I. Cummings

Defendants.

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, Heng Swee Lim’s (“HSL” or “Plaintiff”), Motion for a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction in its entirety against the defendants identified in Schedule A (collectively, the “Defendants”).

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant Internet Store is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products using infringing versions of Plaintiff’s registered copyrights. *See* Docket No. 12 which includes screenshot evidence confirming that each Defendant Internet Store does stand ready, willing and able to ship its infringing goods to customers in Illinois bearing infringing versions of Plaintiff’s copyrights; which are protected by Copyright Registration Nos. VA 2-258-623, VA 2-258-603, VA 2-258-619, VA 2-258-599, VA 2-258-595, VA 2-258-604, VA 2-258-620, VA 2-258-624,

VA 2-258-598, VA 2-258-458, VA 2-258-526, VA 2-258-460, VA 2-258-465, VA 2-258-558, VA 2-258-524, VA 2-258-517, VA 2-258-512, VA 2-258-561, VA 2-258-563, VA 2-258-564, VA 2-258-593, VA 2-258-511 (collectively, the “Heng Swee Lim Works”).

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order (“TRO”) should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of HSL’s previously granted Motion for a Temporary Restraining Order establishes that HSL has a likelihood of success on the merits; that no remedy at law exists; and that HSL will suffer irreparable harm if the injunction is not granted.

Specifically, HSL has proved a *prima facie* case of copyright infringement because (1) Plaintiff is the owner of the registered Heng Swee Lim Works, (2) Defendants are not licensed or authorized to make derivative Works using HSL’s copyrighted material, and (3) Defendants’ use of the Heng Swee Lim Works is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with HSL. Furthermore, Defendants continued and unauthorized use of the Heng Swee Lim Works irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants’ actions. Accordingly, this Court orders that:

1. Defendants, their affiliates, officers, agents, employees, attorneys, and all persons acting for, with, by, through, under or in active concert with them be temporarily enjoined and restrained from:

- a. using the Heng Swee Lim Works or any reproductions, infringing copies 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 HSL product or not authorized by HSL to be sold in connection with the Heng Swee Lim Works;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine HSL product or any other product produced by HSL, that is not HSL's or not produced under the authorization, control or supervision of HSL and approved by HSL for sale under the Heng Swee Lim Works;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of HSL, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing the Heng Swee Lim Works and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff 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 not manufactured by or for HSL, nor authorized by HSL to be sold or offered for sale, and which bear any of the Heng Swee Lim Works or any reproductions, infringing copies or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Infringing HSL products; and

- h. operating and/or hosting websites registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Heng Swee Lim Works or any reproductions, infringing copies or colorable imitations thereof that is not a genuine HSL product or not authorized by HSL to be sold in connection with the Heng Swee Lim Works.
- 2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to WISH and Amazon, (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within three (3) business days of receipt of this Order:
 - a. disable and cease providing services for any accounts through which Defendants engage in the sale of infringing goods using the Heng Swee Lim Works, including any accounts associated with the Defendants listed in Schedule A;
 - b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of infringing goods using the Heng Swee Lim Works; and
 - c. take all steps necessary to prevent links to the Defendant Internet Stores identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores from any search index.
- 3. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Online Marketplace Accounts or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as Marketplaces, advertisers, Facebook, Internet

Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including WISH, Amazon, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within three (3) business days after receipt of such notice, provide to HSL expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

- a. the identities and locations of Defendants, their agents, employees, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Online Marketplace Accounts, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplace Accounts;
- c. Defendants' websites and/or any Online Marketplace Accounts;
- d. the Defendant Internet Stores registered by Defendants; and
- e. any financial accounts owned or controlled by Defendants, including their agents, employees, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, WISH, Amazon, Western Union, or other merchant account

providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
5. Amazon Payments, Inc. ("Amazon") and Context Logic, Inc. ("WISH"), shall, within three (3) business days of receipt of this Order, for any Defendant or any of Defendants' Online Stores or websites:
 - a. locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any Amazon and WISH accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of HSL; and
 - b. restrain and enjoin any such accounts or funds that are non-U.S. foreign based from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
6. Any banks, savings and loan associations, payment processors, or other financial institutions, for any Defendant or any of Defendants' Online Marketplace Accounts or websites, shall within three (3) business days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants, or Defendants' Online Marketplace Accounts, including, but not limited to, any accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of HSL; and

- b. restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
7. HSL may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website, or by sending an e-mail to the e-mail addresses identified in Exhibit 2 to the Declaration of HSL and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of Court is directed to issue a single original summons in the name of "Buttert-ltd and all other Defendants identified in Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from online marketplace accounts and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.
8. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiff's Schedule A attached to the Complaint [2], which includes a list of the Defendant Internet Stores; (2) screenshot printouts showing the active Defendant Internet Stores (Exhibit 2 to the Declaration of Heng Swee Lim) [12], and (3) the Temporary Restraining Order [17].
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on three (3) days' notice to HSL or on shorter notice as set by this Court.
10. The \$10,000 bond posted by HSL shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: November 30, 2021

A handwritten signature in black ink, reading "Charles P. Karonas". The signature is written in a cursive style with a large, stylized 'C' and 'K'.

U.S. District Court Judge

SCHEDULE A

No.	Defendant
1	Buttert-ltd
2	WuHanSuoMaiSiXinNengYuanSheBeiYouXianZeRenGongSi
3	NANITHG252
4	LUCKY-US
5	GUVICINIR212
6	SIyuNe-Studio
7	assumes
8	XingChengTrade
9	Yichen-96
10	Wohuaixin
11	wangzzz21
12	chunherilibaihuofang
13	Yulian-ltd
14	jpgdsyd
15	lisizheng53
16	FuJikuo-ltd
17	WuHanHeShengKangDianZiShangWuYouXianGongSi
18	shanxizhongmi ngaojichayeyouxiangongsi
19	putianshihanjiangquqingqingchuchuriyongpindian
20	XiaMenShiHuLiQuXingDaFuJianCaiDian
21	zhangchanhn
22	莆田市涵江区霆援贸易商行
23	QUZtw
24	Yoate Co.
25	莆田市涵江区大洪日用品店
26	莆田市涵江区立足日用百货店
27	莆田市涵江区培瑶日用品店
28	putianshihanjiangqujianzhimaoyishanghang
29	chuanqijunfeng (shenzhen) maoyiyouxiangongsi
30	YIBOGO
31	jiujiangnishangyujiajuyouxiangongsi
32	莆田市城厢区梦方程教育信息咨询有限公司
33	xianshixinchengquaiyanbaihuoshangmaobu
34	昭通市昭阳区黄盛种植专业合作社
35	Monica-Chen
36	LoveHoly
37	3654100dfw
38	houqiu

39	MATEKULIstore
40	Wendy-Design
41	LONSANT9
42	莆田市涵江区鹏兄百货店
43	运城经济技术开发区小黑装饰材料店
44	YEstore-1
45	Hutaoer
46	ChenQianQian-Studio
47	putianshihuoyanyanmaoyiyouxiangongsi
48	LUCKY&DONG
49	Totatota
50	Ifliket
51	Lindaony
52	LISEN289AM-US
53	Herody
54	MINICO1LOR
55	leilimaoyi
56	Viandaiz
57	ShenCoHOME
58	Flydream Company
59	haikoudexinshangmaoyouxiangongsi
60	Anuane
61	argument
62	Xstinian
63	Blueberrty
64	FGJ-BVM21
65	datianxiananhezhiwangdian
66	xiang daixiabhy
67	HuiZhouShiHuiChengQuTaiLiNiuRouHuoGuoDian
68	AMISTRL
69	WUYOUWULV
70	hefeishishushanquxianshibabaihuochaoshi
71	vb-fgh54j
72	jinniuquhongfengfashangwuzixunfuwubu
73	jinanruidingqichepeijianyouxiangongsi
74	2Big Store
75	dsfuerioigt
76	Lan B
77	A chord
78	YADFEWFS
79	jeartnsd
80	xiao huigangghy

81	Late Maple song
82	DongYingQuWenBoDianDongCheJingYingBu
83	hghjlofefhvloiesru
84	永德老翔云商贸有限公司
85	hduyturyu
86	FDJHUWSNFIWIPO
87	yun nan hua xin jian gong you xian gong si
88	maotonghaij
89	MNSNDFUIA8
90	dpwihjfb
91	guangzhouquguangdianzishangwuyouxiangongsi
92	PiZhouShiChenZhenHuaZhuangPinJingYingBu
93	云南绿飞农业科技有限公司
94	VANKINEstore
95	luotianyi-34
96	manchengquhuohuotufuzhuangdian
97	FOURFOOL46
98	YEAH-llll11
99	YanHaiLi shop
100	ZOMOY888
101	VINISATHstore
102	ARTLIVE
103	波吾科技
104	yww166
105	swe5re98er8f
106	Diguasii
107	LIANGLILIANGLIANG
108	GDSRGSR
109	Kdanwang
110	lyf1230
111	NingBoSongMingQiCheFuWuYouXianGongSi
112	Chao Ming Cai Liao
113	FYLIUZHIYONG
114	莆田市涵江区千度迪趣日用品店
115	Transporter-Galaxy
116	Crazyool Socks
117	TheFun-Z
118	Kerick Kiley
119	Simon-Kay
120	Guan-Tom
121	zhechengxianqierbaihuodian
122	MMME09876

123	Simengdayi
124	bei jing mei da wen bo ke ji you xian gong si
125	YUAY
126	Pulao
127	senglinren
128	KAKAWIINI
129	Melonya
130	fsagsdgm
131	LLICNTG
132	ZuoBanShang
133	yeniu (shenzhen) shijuewenhuachuanbokejijoyouxiangeren
134	liuliuxiaodian US
135	lijinlin
136	YaLeShiPinDian
137	bgmbb
138	baofengxianniweiyifuzhuangdian
139	jinhuaedian
140	zhoukouxiaoyaokeshangmaoyouxiangongsi storefront
141	SHALAHEI
142	hatuodianzi
143	ShiLiuBaiHuo
144	ChangShanBaiHuo
145	wangshuaimaidehao
146	changleileinihao
147	卡尔玛
148	刘康卖得好
149	lijingkong
150	pu tian shi jiu mao yi you xian gong si
151	MEILD
152	zhoukougazikeshangmao
153	BaoFengXianXingRuiJiaJuShiPinDian
154	Yangtaotao Trading
155	QingNingBaiHuo
156	YADU ART
157	BaoFengJiaDiBaiHuoChaoShi
158	wymhzb
159	niucongmaidehao
160	liuerfangmaidshjao
161	zuixinshidai
162	Experto En Arte
163	Bloom decoration
164	Carmel decoration

165	LLY Wall Art
166	ZHBD
167	YXH7800
168	lili0711shop
169	youweichaomaidehao
170	zhoukoujiongmaoshangmao
171	yiliryongpin
172	youxiashangpumaidehao
173	JNMKIUQ
174	PSHTZ
175	HUIERpro
176	FZZDGG
177	FANHUApro
178	XMRBM
179	XCDQJ
180	BOOSTY
181	PTZZYD
182	AKYKZN
183	Luckdxx
184	chengdujinguishikejiyouxiangongsi
185	PTBBYD
186	TUNRATT PORNTIVA
187	JYDYP
188	LMTYCY
189	UCPG Fast Delivery
190	zengchengqusi yushangmaoyouxiangongsi
191	hdbckaukul
192	KuYang Decor
193	Aiyidongshengxiluo
194	wuhanshiqiaokouquguoqi yunwenjushanghang
195	80Caozzhh
196	Halipopo
197	Akokoi
198	宝丰县帅欣日用品店
199	lansuriyongbaihuo
200	taotaochapu
201	Dai Jun's shop
202	RZM YLY
203	TDynasty
204	HEHE TAN
205	YEbola
206	MUKDASANIT WARIS
207	Mogotata

208	shanghaishibaoshanquhaibinyinglizonghejingyingbu
209	NanBoMaoYi
210	HY Art paintings
211	yuexishangmao1
212	pingdingshanxunfeiawangluokejiyouxiangongsi
213	HASENCIV179
214	liangshanshan45468
215	caoxiaokuan
216	luohuiyin27
217	lichunyao0830
218	chenshimei973043
219	liuyumeng1314
220	qingrongmeng4848
221	Abbytin
222	JustinTee
223	yaomingfan
224	zhangsan660
225	Alan Klehr
226	wangxuebing01781
227	lichi04285
228	YIJIN32
229	guohongliang 00856
230	liruixue245
231	Sidney Parente
232	xiwenshuai7596
233	liujiaxin00
234	surprise aaa
235	wangfanglan1982
236	Aymima
237	Leilanu
238	pixiaoxuexuexue
239	gaodangu
240	o ZIJIAN
241	huangjiawen95081
242	gggion
243	lliken
244	prido
245	euifyesafkf
246	888shuangke888
247	Lg Petif
248	ledgen
249	NBHGTYR
250	SellEverythings

251	Ikfuahhfal
252	sdfdsg
253	PTYD Wall art painting
254	ERTYF
255	Haijanto
256	Luoyouweit
257	DioVaiip
258	UCR
259	WERTW
260	mngzxkzozhlvrpe
261	CHENbibi
262	surprise cc
263	Jeanie19
264	wangyafan00852
265	DEDRIC
266	tanzhenyan123
267	5VVPPC
268	YIJIN30
269	tan0495ydufg
270	wuygl sdf25
271	jingPhoneCool
272	PHGTYLL
273	xionghanyang1562
274	nanxie
275	NANALIKEO
276	subo77793
277	Jamie1
278	YIJIN01
279	fewroewurewiorwe
280	wangyunyao63076
281	surprise tiger
282	wwx001
283	liuxiaowan666
284	xudaxiaoxuecun
285	kongfei1119
286	wangliang7890
287	surprise xiong
288	Christina hernandez
289	anzhiawe
290	yueyangyang8978
291	zhanghaoyu23427
292	Terri Robinson
293	shenfeiyaya

294	LiPing19
295	nlhjpnlp
296	daqidaluowangjiaqi
297	zhaoyang46677
298	yelahuisheng
299	chenglih
300	Edwin Morales66
301	Lijiaye12332
302	dongwei7890
303	hongmeishop123
304	AnKcoo
305	siqintu7011
306	duaotion
307	rengouwei384438
308	zhengyu5684658
309	ioklu
310	Garrymgl
311	lihaiyan7946
312	ruanqiang2627
313	zhengzhengyi
314	gajagdjhqjhjuadq
315	thedanho80559
316	liaohonglan fashion
317	zengzixuan3011
318	mafengqin159357
319	gaogejin12345
320	xuantuongdo17052
321	khaccongngo66479
322	YIJIN36
323	liwenxang74380166
324	xuanli fashion
325	mailanlam97359
326	lacnhantrinh71646
327	surprise weng
328	jinying464584
329	JohnsonEE
330	myideas
331	caipingwei Store
332	zjmaksudhau
333	Laticia Moore
334	yangfan2000
335	xiushuizhilishang
336	liyepeng1024

337	GAINGTYG
338	zhangyiyao8451
339	liuhuanxi4682
340	zhangxiaolan31080
341	rhondi guido
342	TinaMadgerYkYb
343	chenliru598
344	shenchuanmo8802
345	shenxinxing0828
346	zhaozhichun79093
347	Vyqdy
348	songweiqiang6974
349	zhangyu1112
350	hujing269
351	zhengxiulian56678
352	luokun63581
353	zhengshan Store me
354	ahdaJGQDJDJHSGghqah
355	dhqkdwhdfjqkdhwdkqd
356	MZNHSY
357	hacklgukezsle
358	tedgds
359	jgoiawerj giopwejra;zoiighier hkgnfdkjg
360	tianyuanqing7283
361	meizhongbuzhushi
362	Kinsyin shaver
363	Lufebeut
364	liukang2734
365	Derrickmgl
366	wangzhuo8564
367	liuxu3597
368	gewenxi15035
369	zyquan
370	zhaoyao Store
371	ahdjaDHASJDSJH
372	MargaretStore
373	Irving Dixon
374	growthmanship
375	LenHaroldcMyF
376	zhengyunyun0912
377	lihao997
378	CDBNHTR
379	sunshini

380	LopiuGe
381	Yinyuming 852
382	guofengying7896
383	zhangrongjiang0645
384	guofengqun1048
385	zhoushiju8279
386	tianzhenyi5539
387	zhangjunshan2654
388	TanpamikGc
389	glypzaurmd
390	sulingjie88048
391	kkwu shop
392	hgaoeirhgklasdhfjrstjfgjnrftghnxd
393	Diane Laws43
394	Slfmeltmeifjekfkogndokdip2
395	EagleUS
396	mayuehua0934
397	liuchenjia1214
398	rtefs
399	Design For Worldwide