

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

YUN KYUNG LEE,

Plaintiff,

Case No.: 1:22-cv-00007

v.

Judge Matthew F. Kennelly

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

Defendants.

PRELIMINARY INJUNCTION ORDER

Plaintiff YUN KYUNG LEE (“LEE” or “Plaintiff”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS YUN KYUNG LEE’s Motion in part as follows.

This Court finds YUN KYUNG LEE has provided notice to Defendants in accordance with the Temporary Restraining Order entered January 5, 2022, [15] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, YUN KYUNG LEE has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to

the United States, including Illinois, and have sold products using infringing versions of YUN KYUNG LEE's federally registered copyrights, which are protected by Copyright Registration Nos. VA 2-265-567, VA 2-265-566, VA 2-265-554, VA 2-265-570, VA 2-265-561, VA 2-265-563, VA 2-265-565, VA 2-265-564, VA 2-265-562, VA 2-265-569, VA 2-265-568, VA 2-265-556, VA 2-265-555, VA 2-265-560, VA 2-265-558, and VA 2-265-557 (the "EPISODIC DRAWING Works") to residents of Illinois. In this case, YUN KYUNG LEE has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using infringing versions of the EPISODIC DRAWING Works. *See* Docket No. 12, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its infringing goods to customers in Illinois bearing infringing versions of the EPISODIC DRAWING Works.

This Court also finds that the injunctive relief previously granted in the 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 YUN KYUNG LEE's previously granted Motion for Entry of a TRO establishes that YUN KYUNG LEE has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that YUN KYUNG LEE will suffer irreparable harm if the injunction is not granted.

Specifically, YUN KYUNG LEE has proved a *prima facie* case of copyright infringement because (1) Plaintiff is the owner of the registered EPISODIC DRAWING Works, (2) Defendants are not licensed or authorized to use any of the EPISODIC DRAWING

Works, and (3) Defendants' use of the EPISODIC DRAWING Works is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with YUN KYUNG LEE. Furthermore, Defendants' continued and unauthorized use of the EPISODIC DRAWING Works irreparably harms YUN KYUNG LEE through diminished goodwill and brand confidence, damage to YUN KYUNG LEE's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, YUN KYUNG LEE 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 officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the EPISODIC DRAWING Works or any reproductions, infringing copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine YUN KYUNG LEE product or not authorized by YUN KYUNG LEE to be sold in connection with the EPISODIC DRAWING Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine YUN KYUNG LEE product or any other product produced by YUN KYUNG LEE, that is not YUN KYUNG LEE's or not produced under the authorization, control, or supervision of YUN KYUNG LEE and approved by YUN KYUNG LEE for sale under the EPISODIC DRAWING Works;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of YUN KYUNG LEE, or are sponsored by, approved by, or otherwise connected with YUN KYUNG LEE; and
 - d. manufacturing, 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 YUN KYUNG LEE, nor authorized by YUN KYUNG LEE to be sold or offered for sale, and which bear any of YUN KYUNG LEE's registered copyrights, including the EPISODIC DRAWING Works, or any reproductions, infringing copies, or colorable imitations.
- 2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
- 3. Upon YUN KYUNG LEE's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon") and ContextLogic, Inc. ("WISH") (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to YUN KYUNG LEE expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:
 - a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;


- b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active 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, Amazon, WISH, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
- 4. Upon YUN KYUNG LEE's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of infringing goods using the EPISODIC DRAWING Works.
- 5. Any Third Party Providers, including Amazon and WISH, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration

of YUN KYUNG LEE, and any e-mail addresses provided for Defendants by third parties; and

- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.
6. YUN KYUNG LEE may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Pleadings, this Order, and other relevant documents on a website or by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 2 to the Declaration of YUN KYUNG LEE and any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "rfehsre and all other Defendants identified in the 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 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.
7. Plaintiff's Schedule A to the Complaint [2], Exhibit 2 to the Declaration of YUN KYUNG LEE [12], and the TRO [15] are unsealed.
8. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.

9. The Ten Thousand dollar (\$10,000) bond posted by YUN KYUNG LEE shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:



Matthew F. Kennelly
United States District Judge

Dated: 1/18/2022

Schedule A

No.	Defendant
1	rfehsre
2	MuiYing
3	Shanghai Kanemen Trading Co., Ltd.
4	Ningbo Hailuo Electronic Commerce
5	Guangzhou Yaqige Trading Co., Ltd.
6	Yyds-1
7	JIALINmax
8	uyewrr
9	Replaced
10	Mamrug-WANSOW
11	sd4efg57CCBV76
12	dongpoquzhijunriyongbaihuodian
13	Zhundu
14	wymhzp
15	zhoukoulukanshangmao
16	Bloom decoration
17	xinluoquyamashangbaihuo
18	TongShanXianSuiBenBaiHuoDian
19	传晟商店
20	Aiyidongshengxiluo
21	Yanmei Home Furnishing Mall
22	Deli Mall
23	wuhanshiqiaokouquguoqiynwenjushanghang
24	周口闵傲商贸
25	ZHBD
26	Chao Ming Cai Liao
27	Alexander Mark
28	hayyiu21
29	yihote
30	gsfgvxcljkh
31	Oumloh
32	Kozay
33	LiYJSMGS
34	Anntool
35	xiongchumei
36	Yunhui Mall
37	周口辰婉商贸有限公司
38	ZhouKouShiYueFengShangMaoYouXianZeRenGongSi
39	kongmingshangmaohang

40	WONEN
41	Wjahuya
42	KITTYPETS
43	YUEN CHING CALLY POON
44	Sprboniy
45	Towngo
46	FUNNX
47	Shenghy
48	HuiLiHuiLi
49	guangzhoufeiwankejiyouxiangongsi
50	Kaida Tech
51	MJMCYBQQY Direct
52	linyinxianwuhangshangmao
53	xuewei shangmaodian
54	YuZhouShiRuoXingMaoYi
55	GalaxyBlue
56	SFKXSD
57	Yangxs
58	Philippines' Goods
59	City Barks
60	XIAOJHSKI
61	ZYZZ-Decor
62	ALANGWUJIN
63	VMHKUD
64	ZMUUA DECORATION
65	xinglanlangji
66	Tesula
67	ZuoBanShang
68	JIANLONG
69	tanlulu
70	QUNFANG
71	AYTRM
72	lianchiqushenguibaihuo
73	weizhiweifuzhuangdian
74	jinghexinchengkanjijuebaihuodian
75	Zhouyalanhjkhjk
76	USTNIY
77	lianchiquzixingwujinbaihuodian
78	taikangxiand
79	pinglanbaihuodian
80	putianshixiuyuqunanriliqinganhudian
81	jinghexin8
82	MMUUHBN

83	tongzhubaihuo
84	QIONGVXIAJ
85	Jqwewopum
86	Curly's Global Mall
87	Charleshson
88	LewkJrt
89	YongNianq
90	bbghlk
91	liangp
92	FANG GUOYING
93	LIU QIAO 1
94	KING HANG YUNG
95	lihaowangluo shop
96	MabelStore Company
97	XIAOJHSKI
98	zhoukouxuanjishangmao
99	xuehaoshangmaostore
100	Lanyubaihuo
101	QIUJIKANG
102	BD-Boombdl Direct
103	周口市圣耀商贸有限公司
104	PieChui
105	zhoukoujiongmaoshangmao
106	Mengmeng Boutique Home
107	zhoukouzhenwushangmao
108	Zswdcsbmd shop
109	blingniao
110	QIANQIANXIAO
111	Guaifeng FindThy
112	AMITAYUS
113	LI YONGZHONG 1
114	tsx
115	Dighasoni Direct
116	Abbytin
117	maccc
118	9long8
119	yaomingfan
120	Thesun698
121	lijuanjuan817
122	yiwuzhixin2018
123	liangshanshan45468
124	seventa
125	Lg Petif

126	mayuehua0934
127	shenchuanmo8802
128	Lijiaye12332
129	gajagdjhqjhjuadq
130	mafengqin159357
131	chenshimei973043
132	luorenbin8888
133	Diane Laws43
134	liuzhiguo68925
135	liyang0418
136	lliken
137	mngzxxkzozhlvrpe
138	John Millss
139	Ikfuahhfal
140	zbcakdghcjkjckah
141	zhaobingqing9642786
142	YIJIN52
143	dqzf97jing
144	lixiaoqiao123
145	Sijiesiter Pants
146	surprise young
147	sunyang5667
148	zhantieyixian
149	Rebel Radio Podcast
150	weihongbin7890
151	Robert Klassen
152	zhengyu5684658
153	fanchang0128
154	xiaoliss
155	GloTer
156	malei4636
157	zhangxiaona123
158	euifyesafkf
159	Carlitos Munoz54
160	S6D6F6
161	Carole Huff
162	lihaiyan7946
163	liuxu3597
164	HVBSDA
165	GkbbkUhjf66l
166	shanzhuang3458
167	wangkk845DD
168	Sadie Henderson

169	jgoiawerj giopwejra;zoijghier hkgnfdkjg
170	lifuyun1550
171	zhengyunyun0912
172	amblychromasia
173	SellEverythings
174	familys
175	yangjin9742
176	yangqingmei0782
177	iBedding-POD
178	Donna McCullough
179	hacklgukezslte
180	zhangyiyao8451
181	KBSAD
182	George A Phillips
183	Lynda Cochran
184	wanglele668
185	nihen28
186	surprise he
187	sjdhadjjkfjsf
188	surprise tiger
189	Robbie Knott
190	sdfdsg
191	liujiaxin00
192	gaad
193	lujizong030
194	liuchenjia1214
195	wangyouming0076
196	languozuiyong
197	yangqinghuiznn
198	YoPgica
199	WERTW
200	zhangyufeng0606
201	wanghaixia7089
202	Cloudcreaspace
203	luoxiaoli4254
204	W EERT
205	liuyixun65850
206	zjmaksudhau
207	ruanqiang2627
208	Gude Naiden Fomen
209	wangxinying77303

