

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

WUMEI LIN,

Plaintiff,

v.

DAFFODILY,

Defendant.

Case No. 1:25-cv-15686-MMP-JTG

Honorable Martha M. Pacold

Magistrate Jeffrey T. Gilbert

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff WUMEI LIN (“PLAINTIFF”) against the Defendant, DAFFODILY (the “Defendant” and “Defaulting Defendant”), and PLAINTIFF having moved for entry of Default Judgment against the Defendant;

PLAINTIFF having properly completed service of process on Defaulting Defendant, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendant received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendant of the pendency of the action and affording them the opportunity to answer and present their objections; and

Defaulting Defendant having not answered or appeared in any way, and the time for answering having expired, so that the allegations of the First Amended Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendant because Defaulting Defendant directly targets their business activities toward consumers in the United States, including Illinois. Specifically, PLAINTIFF has provided a basis to conclude that Defaulting Defendant has targeted sales to Illinois residents by setting up and operating its e-

commerce store that targets United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products by using infringing versions of PLAINTIFF's federally registered copyright (the "PLAINTIFF Copyright") to residents of Illinois. *See* Docket No. 14, Ex. 1 to the First Amended Complaint, which includes Plaintiff's Copyright: VA0002441336. In this case, PLAINTIFF has presented screenshot evidence that Defendant's e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores on TikTok through which Illinois residents can and do purchase products using infringing versions of the PLAINTIFF Copyright. *See* Docket No. [14-2], which includes screenshot evidence confirming that Defendant's e-commerce store has sold its goods for shipment to customers in Illinois using infringing versions of the PLAINTIFF Copyright.

This Court further finds that Defaulting Defendant is liable for federal copyright infringement (17 U.S.C. § 504(c)(1), enhanced for willful copyright infringement (17 U.S.C. § 504(c)(2)).

Accordingly, this Court orders that PLAINTIFF's Motion for Entry of Default Judgment is GRANTED as follows, that Defaulting Defendant is deemed in default, and that this Default Judgment is entered against Defaulting Defendant.

This Court further orders that:

1. Defaulting Defendant, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. Using or displaying the PLAINTIFF'S Copyright, in any medium, whether it be print, digital or otherwise, in connection with the distribution, marketing, advertising,

- offering for sale, or sale of any product that is not authorized by PLAINTIFF to be sold in connection with the PLAINTIFF'S Copyright;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine PLAINTIFF'S product or any other product produced by PLAINTIFF through the use or display of the PLAINTIFF'S Copyright; and
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendant's products are those sold under the authorization, control, or supervision of PLAINTIFF, or are sponsored by, approved by, or otherwise connected with PLAINTIFF.
2. Defaulting Defendant and any third party with actual notice of this Order who is providing services for the Defaulting Defendant, or in connection with any of the Defaulting Defendant's Online Marketplaces, including, without limitation, any online marketplace platforms such as TikTok, Temu, eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
- a. 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 Defaulting Defendant could continue to sell competing goods using the PLAINTIFF Copyright; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product using the PLAINTIFF Copyright or any reproductions, derivative copies or colorable

imitations thereof that is not a genuine PLAINTIFF product or not authorized by PLAINTIFF to be sold in connection with the PLAINTIFF Copyright.

3. Upon PLAINTIFF'S request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendant in connection with the sale of products and infringing goods using the PLAINTIFF Copyright.
4. Pursuant to 17 U.S.C. § 504(c)(2), Plaintiff is awarded \$15,000 statutory damages from the Defaulting Defendant, which is enhanced for the willful infringement of the Copyright Protected Image.
5. Any Third Party Providers holding funds for Defaulting Defendant, including TikTok, Temu, PayPal, Inc. ("PayPal"), Alipay, Alibaba, Wish.com, Ant Financial Services Group ("Ant Financial"), and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendant or the Defendant Internet Store from transferring or disposing of any funds (up to the enhanced statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendant's assets.
6. All monies, if any, (up to the amount of the enhanced statutory damages awarded in Paragraph 4 above), currently or in the future, restrained in Defaulting Defendant's financial accounts, including monies held by Third Party Providers such as TikTok, Temu, PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are hereby released to PLAINTIFF as partial payment of the above-identified damages, and Third Party Providers, including TikTok, Temu, PayPal, Alipay, Alibaba, Wish.com, Ant Financial,

and Amazon Pay, are ordered to release to PLAINTIFF the amounts from Defaulting Defendant's financial accounts within fourteen (14) calendar days of receipt of this Order.

7. Until PLAINTIFF has recovered full payment of monies owed to it by Defaulting Defendant, PLAINTIFF shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that PLAINTIFF identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendant, PLAINTIFF may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendant by e-mail at the e-mail addresses previously identified by the third-party platform, TikTok, and any other third parties.

This is a Default Judgment.

Dated: May 26, 2026

/s/ Martha M. Pacold
Honorable Martha M. Pacold
United States District Judge