

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

PINK FLOYD (1987) LIMITED,

Plaintiff,

Civil Action No.: 1:20-cv-07082

v.

Judge Thomas M. Durkin

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

Magistrate Judge Jeffrey T. Gilbert

Defendants.

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, PINK FLOYD (1987) LIMITED’s (“PFL” 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 the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). 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 and do purchase products using counterfeit versions of Plaintiff’s trademarks. *See*

Docket No. 11 which includes screenshot evidence confirming that each Defendant Internet Store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the PINK FLOYD trademarks, U.S. Trademark Registration Nos. 2,194,702; 3,247,700; 4,232,255; 4,236,037 and 5,521,572 (“The PINK FLOYD Trademarks”).

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 PFL’s previously granted Motion for a Temporary Restraining Order establishes that PFL has a likelihood of success on the merits; that no remedy at law exists; and that PFL will suffer irreparable harm if the injunction is not granted.

Specifically, PFL has proved a *prima facie* case of trademark infringement because (1) the PINK FLOYD Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use the PINK FLOYD Trademarks, and (3) Defendants’ use of the PINK FLOYD Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with PFL. Furthermore, Defendants’ continued and unauthorized use of the PINK FLOYD Trademarks irreparably harms PINK FLOYD through diminished goodwill and brand confidence, damage to PINK FLOYD’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, PFL 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, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily enjoined and restrained from:
 - a. using the PINK FLOYD Trademarks or any reproductions, counterfeit 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 PINK FLOYD Product or not authorized by PFL to be sold in connection with the PINK FLOYD Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine PINK FLOYD Product or any other product produced by PFL, that is not PFL's or not produced under the authorization, control or supervision of PFL and approved by PFL for sale under the PINK FLOYD Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of PFL, or are sponsored by, approved by, or otherwise connected with PINK FLOYD;
 - d. further infringing the PINK FLOYD Trademarks and damaging PFL's goodwill;
 - e. otherwise competing unfairly with PFL 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 PFL, nor authorized by PFL to be sold or offered for sale, and which bear any of the PINK FLOYD

Trademarks or any reproductions, counterfeit 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 Counterfeit/Infringing PINK FLOYD 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 PINK FLOYD Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine PINK FLOYD Products or not authorized by PFL to be sold in connection with the PINK FLOYD Trademarks.

2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to Amazon, (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within ten (10) business days of receipt of this Order:

a. disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the PINK FLOYD Trademarks, 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 counterfeit and infringing goods using the PINK FLOYD Trademarks; and

- c. take all steps necessary to prevent links to the Defendant Online Marketplace Accounts identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Online Marketplace Accounts 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 PayPal, Alipay, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within ten (10) business days after receipt of such notice, provide to PFL 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, servants, employees, confederates, 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 Online Marketplace Accounts registered by Defendants; and
 - e. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, 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, Amazon, PayPal, Alipay, 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. eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Context Logic, Inc. ("WISH"), Amazon Payments, Inc. ("Amazon"), and Alipay US, Inc. and its entities ("Alipay"), shall, within ten (10) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:
 - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any eBay, PayPal, WISH, Amazon, and Alipay accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Thomas Schlegel; 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 ten (10) 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 Thomas Schlegel; 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. PFL 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 Thomas Schlegel 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 "dahlan_i_60 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. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on three (3) days' notice to PFL or on shorter notice as set by this Court.
 9. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiffs' Schedule A attached to the Complaint, which includes a list of the Defendant Online Marketplace Accounts; and (2) screenshot printouts showing the active Defendant Internet Stores for the Defendant Names (Exhibit 2 to the Declaration of Thomas Schlegel).
 10. The \$10,000 bond posted by PFL shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: December 28, 2020



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	dahlani_60
2	id2014.suwit
3	baoishilicheng
4	bthhb
5	chayouxian Store
6	chenkun84068
7	cuizixiao0919
8	dudongqin366
9	fuhan Store
10	fuyufenggu
11	gaoqi988
12	hechen878507712
13	hot62bigboom
14	huangjiuwang33969
15	huanglihua Store
16	iodasdjashd
17	jaingwenyu Store
18	jialangyi
19	jinaijuan112
20	jiweiguo66058
21	Lehesenb Pants
22	lijamei147
23	linglongzhongxin
24	lisa letterman
25	LIUYi19840224R
26	liuying99999
27	lulangxia50286
28	luzhongping23043
29	mochunli19430
30	nanqiao
31	qu15967
32	Sarengaowa
33	shitoutiaosu
34	shiyang55667
35	Smilelikeflower
36	sweet orange 2
37	tudaolinjia
38	uwyfrgues66
39	wangxiaorong Store
40	wangzixing Store
41	wangzixuan Store
42	wenlonghui666

No.	Defendants
43	WERTW
44	woikuf
45	Wucaixiao32
46	wuguolu2284
47	wuyanxiafan
48	xiufudeping
49	xuxinyi Store
50	yangbing151762
51	YaoHaiJia
52	yaomingfan
53	ykm*wodedianhuanyi
54	yuanfang123456
55	yuhongtao Store
56	YUJIAOrp55
57	zhaoyang46677
58	zhoujielun111
59	advocateos
60	AENZIEGZW
61	aingsingding
62	AIR8
63	Angela D Davis
64	angquse
65	Anita J Cummings
66	atsitu
67	AustinDulix
68	Avery K Gammons
69	B and R
70	Baby whale
71	BaiQuanXianOuYueTuShuShangHanger
72	BeGoT7s
73	BeiJingHeXinDaKeJiYouXianGongSi
74	BeiJingYingZhiKeJiYouXianGongS
75	BMJLUSAFashion
76	Bozhou Meisida Education Consulting Co., Ltd.
77	Bradley J Berlin
78	Brecoy store
79	Calvin A Kennedy
80	caoxianbangdamuzhipinyouxiangongsi
81	Cecil Rob
82	charming90118
83	CHEJEFA

84	Chengde Yanguang Cultural Communication Co., LTD
85	Chengdu Szuyu Trading Co. LTD
86	Chengdu Xinchuzhu Technology Co. LTD
87	ChengDuXinYiLiChengShangMaoYouXianGongSi
88	chengshixing
89	Christine Avey
90	Christophererlinfafs
91	Coco Pineapple Mango Mango
92	Colorful Sunlight
93	congjinjishuzixun
94	cooper guncheon
95	Curtis A Coachman
96	dahaoguo
97	Danielle Vouvalides
98	David J Chan
99	Deborah C Martinez
100	DERICC Boots
101	dfhjfsdbujs
102	Dong You
103	DongguanFrogAElectronicTechnology
104	DongGuanShiDaShengMaoY
105	dongguanshishancandian
106	dousty
107	DTDADAM
108	DUANB
109	DZGlobal
110	Earl F Gonzales
111	Easto-Case
112	eihaol
113	Elmer R Grey
114	Erica R Shultz
115	EUY YEG
116	FangYuChuanMeiKeJiYouXianGongSi
117	Fasoshop
118	FastbullDirect
119	FJDDOP
120	FJXYSG
121	GaEMeiPL
122	Gaotai County Xiaoyin Construction Labor Service C
123	Geerukst
124	Girl Su
125	GQweer

126	Guadalupe P Park
127	guangzh oulijuhangkongpiaowuyouxiangongsi
128	Guangzhou Zhangfu Trading Co. LTD
129	guangzhoujiangyaoshangmaoyouxiangongsi
130	guangzhoupanfushangmaoyouxiangongsi
131	guangzhouqinggengshangmaoyouxiangongsi
132	GUKISALA-US
133	HaErBinFuWeiShangMaoYouXianGongSi
134	Haifeng County Mianyi Clothing Co., Ltd
135	Haina Education Consulting
136	haishengyangshebeigon
137	HaiYanXinHeMaoYiYouXianGongSi
138	HangZhouShiJiangGanQuLuShouBingShiPinDian
139	HanYuan13
140	HAPPINESS-STORE
141	HCQPPL
142	hdfsdfgdfa
143	HeBeiGuWeiXinCaiLiaoYouXianGongSi
144	HeBeiWangPanShangMaoYouXianGongSi
145	hebeiwokongkejijouxiangongsi
146	HeFeiTieXuanShangMao
147	HeiHeLongDaNongYeKeJiYouXianGongSi
148	HeNanPaiXuJianZhuGongChengYouXianGongSi
149	Henslsmxgs
150	Herma785loyd
151	heyuanshiaiamaoyi
152	Homekapin
153	HOOYI
154	HuaiYinQu55
155	Hunan Can Engineering Construction Co., Ltd.
156	ImpressionArt
157	IUKULIN
158	iuygugy
159	iyu-df545F4
160	JianDanZaoXingLiFaDian
161	Jianding department store
162	Jiangsu Feichi Construction Co., Ltd.
163	JiangSuShenChengDianLiKeJiYouXianGongS
164	jianyequyunxuanbaihuodian
165	Jiaotong Xilu
166	JiaWeiBaiHuoShangDian
167	jklsdsda

168	Jonathan E Keene
169	jopath
170	JORDAN TURNBULL
171	Julie R Davis
172	jWayne J Michel
173	Kathleen M Mech
174	Kevin Lane
175	kftuutkdfgh
176	Kmoreaim
177	KOLIP
178	kunimihiro
179	LangZhiChaoShangMaoYouXianGongSi
180	Larry O Johns
181	Laurie R McGregor
182	Leshan Hongjia Sanitation Service Co., Ltd.
183	LiChengQuQianKeCanTing-Li QingZhu
184	Lily For Bye
185	lin zhou shi yong sheng jian zhu you xian gong si
186	Linda W Tucker
187	linjianyin
188	linliangquan
189	linqingxin
190	linxiax
191	LINZWEI
192	Lisa J Davis
193	LISARIAN
194	Loteacarez
195	Louise D Jordan
196	lucky baby#
197	LuoHeShiYanChengQuYongYiBaiHuoXiaoShouDian
198	luomawenhua
199	LUOYANGMSH
200	LYLOVE
201	maneilimei us
202	Maoxiy
203	mark mark
204	Martha C Jones
205	Mary R Grant
206	Mary T Smith
207	MEILOYO
208	Meinice
209	MeiZhouShiMeiXianQuZhaiXiangMeiShiDian

210	Melinda Busby
211	Memoirs-
212	MICHAEL EDWARDS
213	midouwangluokeji
214	Migdalia J Ford
215	Mildred F Smith
216	Mingguang Haohao Bee Industry Co.,Ltd.
217	MISCERY-US
218	Mlhaoui
219	Mosadrafeng
220	Moyanshangmaopu
221	moyueyingxiaocehua
222	NAINpro
223	NipHjoi
224	NoonLaka
225	ODIKALO
226	Olga P Harris
227	OMPUT
228	one xixi
229	ONE-THREE-ONE
230	Optoelectronic
231	pingshan15
232	Principalet
233	putianbaikangmaoyiyouxiangongsi
234	putianshi yinbudianzishangwuyouxiangongsi
235	putshiyezhengdianzishangwuyouxiangongsi
236	Puyin
237	qingbaijiangqubengpeichongwujinjingyingbu
238	qingdaoruiyangzhouhaiyangshengwujishuyouxiangongsi
239	qingwingeing
240	qingzhoushifudichaoshi
241	Qiuhe Clothing Co. LTD
242	Rachel J Keene
243	rfhxdtfjjhfhghvkhmvmkgh,
244	Richard B Nakayama
245	Rita S West
246	RLJWI
247	Robert J Hyatt
248	Robert T Kurland
249	ROCK-MASK
250	Rongfengshun Trading

251	Rrinter
252	Ruizheng De Store
253	Savsannah
254	shadow one store
255	ShanXiJunHengKeMaoYouXianGongSi
256	shao bo huan jing jian she you xian gong si
257	shengjia Trading
258	shenzhenshikezhicaiqiche
259	shenzhenshishuangshuangwangluokejifuwu Co.,Ltd
260	shibeiquumaoliangbaihuodian
261	shixugongsi
262	ShuiLingLongTongZhuangDian
263	SiChuanBaShTeShangMaoYouXianGongSi
264	sijiuyiliao
265	Small Oranges
266	Sneaky Cover
267	Snirzeevi
268	Sonia H Olson
269	SQLANM(5-12 days delivery)
270	sugger*
271	Suizhou Tianrun Construction Engineering Co. LTD
272	Sunny Freesia
273	TangShanXiaoAShuangShangMaoYouXianGongSi
274	TeeTan
275	Terry L Cottone
276	teteaudsxs
277	The bestis
278	Tide childhood business
279	Tim M Crist
280	Timothy M Rake
281	TInaketye
282	Tongxiang Henglu Carton Co., Ltd
283	Toni C Whitehead
284	TOPUSE
285	TRANGCHELTEECO
286	Tseven Store
287	Ugly Rabbit%
288	uhuaTS
289	uni-verse2
290	Violent bear ¥
291	VNN-Store
292	wangnan0581
293	Warmish

294	WeiHuiShiJiaHaoDianLiGongChengYouXianGong Si
295	weiwanghudong
296	wuhanmankeyicanyinguanligongsi
297	wuhutongtongshangmaoyouxiangongsi
298	Wushan County Fubon Decoration Engineering Co., Lt
299	X.Ewha Drunk
300	xiangchengshihongwushangshangmaoyouxi anzerengongsi
301	xiangshuixianxiangshuizhenmiaobukeyanc hongwudian
302	xiaoruishangmaoyouxiangongsi
303	Xiayi County Perfect wedding day wedding ceremony
304	xielizhen
305	xiuxianlsf
306	XSSCUTE
307	XWXBB
308	XYLGB
309	yangguxianshifozhenchengqiangzonghebaihuodian
310	YiDuoY
311	yinxiangmulan
312	YinXiu
313	YiWuJinShangYiLiaoQiXieYouXianGong Si
314	You are April of the world
315	Yougengca
316	YouNood
317	yufengyee
318	Yuqian Landscaping
319	Yuxiang daily necessities store, lanshan district,
320	yzhoushiqihengmaoyiyouxiangongsi
321	zhanglipin
322	zhao chaoqingghy
323	ZheJiangGuoChenJianSheYouXianGongSi
324	ZheJiangHangShiDianQiYouXianGongSi
325	ZheJiangJinKeJianSheGongChengYouXianGongSi
326	zheng shenglittr
327	zheng xuejiaohby
328	zhenxingquxiaoyuhuaiyigongzuoshi
329	zhuangzhiwu66548412
330	ZLILY
331	ZULIN
332	1943 Store

333	4 High Quality Design Store
334	AIDENLEVI Store
335	Animation Digital Store
336	ARUO Store
337	Colorful Life Wholesale
338	Fandomya Store
339	Gebel Store
340	Getrich56 Store
341	Halo Home Official Store
342	JoyCustom Store
343	Juese Store
344	kankenbag Store
345	Kokotea Store
346	LaFeng Cycling jersey Store
347	Libreclans Store
348	Imcavasun Official Store
349	Ma Dou Store
350	max storm sloth cycling Store
351	mfour Store
352	Mobile phone accessories Wholesalers Store
353	Onoti Molazo Official Store
354	Putuo Decor Official Store
355	Saintbo Gift Store
356	Shop2956039 Store
357	Shop5159015 Store
358	Shop5257135 Store
359	Shop5262115 Store
360	Shop5369261 Store
361	Shop900234341 Store
362	Shop910315285 Store
363	Shop910318233 Store
364	Shop910320183 Store
365	Shop910350302 Store
366	Shop910567395 Store
367	Shop910693001 Store
368	Shop910914018 Store
369	Shop910971049 Store
370	Shop911009057 Store
371	Shop911039159 Store
372	showtime patch Store
373	Tres Pinas Store
374	Urban Man Store
375	Wall Art Decor Store
376	WEDKEY Store

377	Wetachfeng Store
378	Yiwu Art paingting Store
379	YiWu Painting Decor Store
380	Yiyasu tin sign Store
381	Zhongshan Painting Factory Store