

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

PINK FLOYD (1987) LIMITED,

Plaintiff,

v.

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

Defendants.

Civil Action No.: 1:21-cv-00296

Judge Franklin U. Valderrama

Magistrate Judge Jeffrey Cummings

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 based on PFL’s un rebutted assertions that the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more online marketplace accounts (the “Defendant Internet Stores”), offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products using counterfeit and infringing versions of the PINK FLOYD trademarks. “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 is reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products using counterfeit versions of Plaintiff’s trademarks. *See* Docket No. 12 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, 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 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 Defendant Internet Stores, 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 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 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 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 Defendant Internet Stores 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 three (3) business days after receipt of such notice, provide to PFL expedited discovery, pursuant to Federal Rules of Civil procedure 33, 34, and 36, 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;

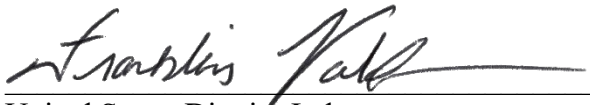
- b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Defendant Internet Stores, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Internet Stores;
 - c. Defendants' websites and/or any Defendant Internet Stores;
 - d. the Defendant Internet Stores 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. PayPal, Inc. ("PayPal"), Context Logic, Inc. ("WISH"), Amazon Payments, Inc. ("Amazon"), and Alipay US, Inc. and its entities ("Alipay"), shall, within three (3) business days of receipt of this Order, for any Defendant or any of Defendant Internet Stores or websites:

- a. locate all accounts and funds connected to Defendants, Defendant Internet Stores or Defendants' websites, including, but not limited to, any 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 Defendant Internet Stores or websites, shall within three (3) business days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants, or Defendant Internet Stores, 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 “asharxe2 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 the online Marketplaces 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 Internet Stores; 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: February 22, 2021


United States District Judge
Franklin U. Valderrama

SCHEDULE A

No.	Defendants
1	asharxe2
2	Aymima
3	bndsjhffgsduy
4	duhuimin88866
5	euifyesafkf
6	liuqinhui1998
7	PozhanjiaoshacCn
8	Angela D Brewer
9	Balckin
10	BGSFF
11	Constantiny Run
12	dapengmeifashalongdian
13	FuJiwW
14	henanlinzhihangshangmaoyouxiangongsi
15	henanshengyejiangongchengjishuyouxiangongsi
16	Kelly R Vincent
17	LM-wy
18	Noe F Brown
19	QiDongXianHenDuoBaiHuoDian
20	ShanDongMeng
21	Social goods
22	SSHSHOP
23	weirunashangmao
24	WuQiaoXianGouDianPuXiangXueQingQiCheYongPinChaoShi
25	xixianxinqumeibangguanggaozhuangshiyouxiangongsi
26	ZGDFF
27	ZHIXIAONG
28	Shop5798674 Store
29	kekatistore
30	Art101
31	chengguanghui Store
32	CikanghuilanvD
33	Diane Maxwell
34	Haijanto
35	JushunjiucG
36	kargru845
37	kljhgf
38	LIUGAI
39	neauslaonnu
40	qusydsiatda
41	rfgrudgfduyg
42	Richard Liu

43	shabee3452
44	ShirannazN
45	soungok6644
46	srngxean68
47	Teesbigbigworld
48	TEKISHA WILLIAMS
49	theysythwp
50	Tiandong123458934
51	tude343
52	wangwei118
53	Xuliping98842
54	yanglinsuo521
55	Yaojiaxin012
56	yinyandong123
57	Zabrina Robinson
58	zengli1006
59	zengqingping6779
60	zhangjun080
61	zhaoxiaolong25
62	zhuguifan0209
63	282 Design
64	Adam N Casey
65	AiMeiLi
66	Aleder loqkg
67	ATTSCWECVSS
68	Aurprising
69	AvivahcS
70	AXCVBAZSDFG
71	Banggood art
72	BaoDingTuanCuiShangMaoYouXianGongSi
73	Bella's fashion zone
74	bogeshangmao
75	Brittany R Nebel
76	BSRAPO
77	Cacss HT
78	caise store
79	Cangwu Lin
80	chang zhi shi wang qihui shang maoyouxiangongsi
81	Chanl Songtao
82	chen shaozhenasdfg
83	chengduqianbozhaomaoyidailiyouxiangongsi
84	Click The Mall
85	cuiguoping66az
86	CXKeKe
87	Cynthia E Dunkin

88	Da'anDexinTradingCompany
89	Dadami
90	dairongfang us
91	DanDongShiZhenXingQuXinRuXianHuaGongZuoShi
92	Danini
93	David S Rosario
94	dengjixia156105032
95	Dengrun
96	DianLeShuoWanJuDian
97	DreamsBig
98	edwtgerdgyhrtdfh
99	Eighteen Disk Network Technology
100	Elaine Smith
101	Fan Ji Fenghuashangm
102	FangGuoQunFG
103	Fengyuan Pump
104	Filippose
105	fsdgaga
106	GGXXPP
107	ghrtytgrt
108	grwhtrgverh
109	guangzhou fengyundianlishebeiyouxiangongsi
110	guangzhou meishumaoyiyouxiangongsi
111	Guangzhou Moli Clothing Co., Ltd
112	guangzhoulilaishangmaoyouxia ngongsi
113	hangshibazhenus
114	Happy Autumn
115	Havanshop
116	HONG DUC THI
117	Hongcheng stimulates trade
118	Horse Popular
119	HuoNingYu-TongChuanShiYaoZhouQuNingYuBaiHuoDian
120	Ice Maple Technology
121	Ineffable Epoch
122	Iva-Ee
123	Iverson Art
124	Jaclyn R Jordan
125	Jacqeline
126	JiaDingQuZhenXinJieDaNongGengSheFanDian
127	Jiasongfeng
128	Jiaxing Hengyou Trading Co. LTD
129	JIAYOUYOU
130	JiLinShengJiaDiNongYeKaiFaYouXianngSi
131	JiNanBaiTaiXinXiKeJiYouXianGongSi
132	jingtaixianzhanyuanshucaipifabu

133	JiNingBaiHuiMaoYiYouXianGongSi
134	JiXiShiWangLiShangMaoYouXianGongSi
135	JJFHGYUW
136	JULY WIND
137	KAGU
138	Karen D Kaminski
139	Kunlang Trading
140	Lewis R Hart
141	Lightning axe
142	LMYUHONG
143	Luz Alegria
144	Lweike
145	Maendeon
146	Malcolm Jenkin(s)
147	Mary D Covert
148	meilirengshengfuzhuangdian
149	Melissa R Hill
150	Mitriou
151	MLING-ART
152	Mrs.Fang
153	Mystery Backpacker
154	Nanjie jingouma
155	nifeiyabaihuodian
156	NYFDSV
157	pangjie888
158	Phokhee.bee21
159	PHUNG SA CUONG
160	pingdingshanlanjingwangluokejiyouxiangongsi
161	POPTEND
162	putianshihuodianzishangwuyouxiangongsi
163	qiaotangan
164	QingBaiJiangXiangXiaoBoTongXunSheBeiJingYingBu
165	Qingdao Nasha Home Furnishing Co., Ltd.
166	QIUHUAXIANG
167	quechanglongus
168	Riley jewelry
169	RilOhler
170	SANZHUCAO
171	sesaf
172	Shan Baifeng department store
173	Shandong Siyi Environmental Protection Technology Co., Ltd.
174	ShaoYangShiDaXiangQuGuoBinFenShuangYongLuDian
175	shenghewangdian
176	ShenYangTieXiQuJiNaiFuZhuangDian-Xing KaiHong
177	Shibellili

178	Shuangdfgy
179	Sichuan Asier Trading Co., LTD
180	Sichuan Gaoyang Hanxian Network Technology Co., Lt
181	sincere12
182	sixiangyinyuemaoyigongsi
183	Song Qiao Network Technology Co., Ltd.
184	Soullightsaw
185	sselloCart
186	Street Boys
187	Super Yu
188	Tania C Mann
189	tao tinghui
190	Tianlong - Sun Valley
191	tianranwenju
192	TieLingShiYinZhouQuAiDiHuaXing
193	UANFUYICEN
194	uhouqingrukunm
195	vfdgnbvsd
196	Wanfu Spring Trade
197	Willetteay
198	WINUO
199	WujianweiART
200	wushanzhendadoushancun84hao
201	xianfengshangmao
202	XieManYiShiPinJiaGongDian
203	XIFOX
204	xinwuquzhanglinfangmuyingdian
205	xinyishiyizh irubaihuodian
206	XiQuYuFengYanJiuJingYingBu
207	XUAN HOA PHAM
208	youliangjiashangmao
209	Yourcan
210	yueyangshihuinuowenhuachuanmeiyouxiangongsi
211	YunLongQuShangZhiBangShiChangYingXiaoFuWuBu
212	zhang hucas
213	zhanggongquhaizhenxingxiangshejifuwubu
214	zhangshuai-shops
215	zhengdingxianyahafuzhuangdian
216	zhengxuejiao
217	ZHIBINLIN
218	ZHIYE-CHEN-SHOP
219	zhoukoukuaiduoshangmaoyouxianzerengongsi
220	zhuandustria
221	zhuchengshifuxiangyuannongyefazh anyouxiangongsi
222	zichuanq uhanhanmengchenkuaicanfuwujingyingbu

223	zihaomcity
224	Zouchengshiqinghuanbaihuopifashanghang
225	ZZ-SS-GG
226	Bandcomtr Store
227	Bireyon Store
228	F&S Apparel Sew Store
229	Fanghua Trading Co.,Ltd. Store
230	I Bed set Store
231	Shop5783584 Store
232	Shop5873384 Store
233	Shop910357058 Store
234	Shop910723131 Store
235	Shop910972040 Store
236	Shop911042244 Store
237	SQ-DGLZ Speciality Store
238	wan de for Store
239	Warm as ever Store
240	Wlixi-02 Store
241	YKM Tecni Art Store