

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

PINK FLOYD (1987) LIMITED,)	
)	
Plaintiff,)	
)	
)	
v.)	Case No. 21 C 732
)	Judge John Robert Blakey
THE PARTNERSHIPS AND)	
UNINCORPORATED ASSOCIATIONS)	
IDENTIFIED ON SCHEDULE "A,")	
)	
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 [19], and this Court having considered 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* [12] (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 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, 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, 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. 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 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 “ajkd 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 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.

Date: March 5, 2021

ENTERED:


John Robert Blakey
United States District Judge

SCHEDULE A

No.	Defendants
1	ajkd
2	caoyan74112
3	chenyinhai1234
4	CONBIRD SUR
5	fedjhghdfsf
6	gaoyongbao5566
7	hjdf456gh4j65df
8	huangchangqing888
9	Keifulao Fitting
10	lailei81
11	lilinmei
12	lirong43
13	l liken
14	l liyanhong369
15	luizijun12345
16	mahua Store
17	prido
18	rengouwei384438
19	sd7hg89sdkgh
20	sunyulin Store
21	Timothy Barclay
22	wangjun Store me
23	wupengxer
24	wxb1
25	Xueboseb
26	xuzhaohe666
27	zhanglei790115
28	zhangxinyi Store
29	zhangye Store
30	zhaobinmb
31	zhegzhixin251314
32	zhouyefeng75841128746
33	2MbGoBqed
34	85BUS
35	ABBEYNAMIS
36	AnHuiShengQinZhongShangMaoYouXianGongSi
37	ASIHAN
38	BaiQuanXianAoJiaoTuShuShangHang
39	baiquanxianminghaobaihuoshangdian
40	Bauhinia shop
41	BBSRT
42	bibabu-co

43	BINZHILIN
44	Blurrywrappedo
45	BOWERSK
46	C SPACE HOME GOODS CO. LIMITEDq
47	Caizuqing
48	changzhishijiarongchenshangmaoyouxiangongsi
49	chenbiquyigedian
50	chengduyuguanbaichuandianzishangwuyouxiangongsi
51	Chercher M
52	Christine R Bowman
53	Clock Ran
54	Cyclone Store
55	dadfwfddsasc
56	DalamAWW
57	daochengzishuai
58	DaoDiZhaoReLeShenMenDongXi
59	DengChunGuangTianJinShengWenGangTieYouXianGongSi
60	DesDirect Viii
61	dfgAYJSFhHS
62	dingpudianzishangwu
63	DOMOBI CO LIMITED
64	Dong YingHaoDeYouShangMaoYouXianGongSi
65	DOORZZ
66	doven
67	Dr.Thu Dinh
68	Drusilla Shop
69	dsffghgygf
70	DYHJUNHAN
71	EvasyStore
72	Fashion Nice
73	FASTEI
74	Final-Art
75	Find My Way
76	Flower language
77	flower pig
78	FoShanShiErFengYaKeLiZhiPinYouXianGongS
79	Fred K Garcia
80	friendly winter
81	FuShunZhongBangRenLiZiYuanFuYouXianGongSi
82	FUYAOEV
83	FuZhouShiGuLouQuFaCaiLiFaDian
84	GANK
85	gaomishiwangrongxiriyongpinbaihuobu
86	Generic Printly
87	ghjfyikdfg

88	ghwtyhujdtg
89	Gladys J Price
90	grehy
91	guangzhourengongshangmaoyouxiangongsi
92	guangzhousonglailanfangdianzishangwuyouxiangongsi
93	GuiZhouTongHuangQiChe
94	HaErBinLanYueManXingShangMaoYouXianGongSi
95	HaiNanJiuChengShangYeGuanLiYouXianGongSi
96	Happeitt
97	hekouquhainingluwanggehuangmenjimifandian
98	Henanhaoshenjianzhulaowuyouxiangongsi
99	henanxuanyangguojihuoyundailiyouxiangongsi
100	HeyIN Ya
101	houlaizhangyizaiqingguohunbuxiaque
102	htdfgdrg
103	huangxiaodianzikejishanghang
104	HWY-ART
105	includeeyt
106	Innovative new product life
107	Invrestment
108	JANGHUESER
109	Jarred K Ansley
110	jialiyuan545
111	jiangsuchangzhao99
112	jinhuixingshiye
113	jiningxiangjiangpiaowu
114	jnhqjzl
115	JuLuXianWangJiaoTongXunMenShi
116	Kind Emily
117	Konesky
118	kxyzwi
119	LaiWuKunPengDianZiShangWuYouXianGongSi
120	li yu xing Official Store
121	Llanjing-Art
122	LiaoHongWei-QiDongHongYiBaiHuoDianShangHang
123	LIJJ
124	Lik66tty
125	lin xian he jia zhuang wu jin dian
126	LINGCHENART
127	linxianghua01
128	Lisa Hansens
129	LLLSS
130	LmqArt
131	LongHuaQuYeHaiDaDao
132	Lovely cat6

133	luckyschool
134	MApuzzle
135	Maria D Yeldell
136	Minquan County Dora Network Technology Co., Ltd.
137	NeiMengGuFengBangWZiYouXianZeRenGongSi
138	NeiMengGuHuaYuGongChengCaiLiaoYouXianZeRenGongSi
139	Nesteu
140	nhnvmksk46u
141	NuoYanShangMao
142	OCloud
143	PaxenShoesandhatsClothingStorePingshanCounty
144	pengxiaomao
145	pindaotiyu
146	putiankaimidianzishangwuyouxiangongsi
147	Qingdao Tooth League Medical Management Co., Ltd.
148	qiulijiancaibu
149	qiushuzhen
150	qixinzilibaihuodian
151	qunshangma
152	RedieStore
153	RHYS DOBSON
154	rongrongfanbuhua 专营店
155	RRF Online
156	Ruirui Electronic Products
157	Sanglin Trading Co., Ltd.
158	ScarfYuting
159	shandong dunjijianzhulaowuyouxiangongsi
160	ShanDongYaShengGuoLuYouXianGongSi
161	shanximuligejiajuyouxiangongsi
162	ShengPaiFuZhuangDian
163	shengtang550
164	ShenZhenShiLiangHuaShiYeYouXianGongSi
165	shihengruikejiyouxiangongsi
166	shuangkou
167	shzlsc
168	Shz-ltx
169	shzronin
170	SiChuanShunLiLingHangKeJiYouXianGongSi1
171	Sigrid D Olson
172	songxiadianqi
173	Spareyun
174	SPBAND-Estore
175	Still remember
176	Strawberries Cake

177	suizhoushizengdouqumeiyingbaihuo
178	Super Minivan
179	suxiaoxiao
180	ThinkAboutYou
181	Tianlan Shijia
182	TongChuanShiYaoZhouQuLingZhiRongBaiHuoDian
183	WangHuiSDSE
184	WANGMINGHUI
185	wangyemingfuzhuangdian
186	WenZhouShiLu ChengQuMiuLengBaiHuoDian
187	William M Zielke
188	Winifred Love T-Shirts
189	xiangchengqu yujidaxiadian
190	xianyouxianbangtouzhenyifengxuanguodianjiajuchang
191	xiapuxianxiayaofuzhuangjingying
192	xingchengshiaojiariyongbaihuoshangdian
193	XingLongTaiQuWeiPinDingZhiShuiGuoLaoDian
194	Xitai Farmers Market
195	yachi1314
196	yangguxianshouzhangzhenweipingriyongbaihuodian
197	yayijingpinfuzhuang
198	YEXIUYAN
199	Yingpin department store in Yingcheng, Jiutai
200	yun nan hong dun xin xi ji shu you xian gong si
201	YunNanChuangMeiTianYiHuanBa
202	Yuzhou Agricultural
203	zhang tingting's
204	zhang xifeng's
205	zhaoyurong
206	zhengchengyimaoyigongsi
207	zhenhuanriyongbaihuojiancai
208	Zhi Jue
209	ZHIApro
210	zhoukouchungangbaihuoyouxiangongsi
211	Ziqian Trading
212	ZMS20112
213	ZS POSTER
214	德宏顺铃汽车
215	A&DM Store
216	AAAAAAbeautiful enchantment Store
217	Artzone Decor Store
218	BloomROOM Store
219	Chinaimage Store
220	Comfort HM Life Store

221	Da Commodity Store
222	Design Glass Cabochon Store
223	DuoCai Store
224	Exercise Lover Store
225	FBBFCNB Store
226	Flamur HomeDecor Store
227	FOXMOTHER Official Store
228	Good Top Beauty Store
229	guoqingfashion Store
230	Happyness Painting Store
231	HYFCNB Store
232	INEED ARTWARE Store
233	Jiangxiliu Store
234	Jufite Painting Store
235	JumpTime L8 Store
236	Laanstra Decor Store
237	Larisa Official Store
238	Light Your Life CO;LTD
239	loveonhead Store
240	Lucifer shopping Store
241	Ma Dou Dou Store
242	Masks and costumes Store
243	MOMOCAT Store
244	Old photos Store
245	qinya889 Store
246	Real Zhong's Store
247	Shop1189433 Store
248	Shop3148003 Store
249	Shop3177005 Store
250	Shop4402085 Store
251	Shop5057175 Store
252	Shop911052251 Store
253	Shop911119174 Store
254	Shop911132193 Store
255	Shop911189212 Store
256	Shop911229158 Store
257	Shop911267058 Store
258	SI MI DA DANG BUY Store
259	SPLSPL Store
260	SUOGRY Official Store
261	T-Top Beauty Store
262	Veromca Official Store
263	Wall Plaque Online Store
264	WEIWEI-X Decor Store
265	XIEXIE Official Store

266	YAQI Decor Store
267	YEPQZQ Painting Store
268	yongcun NO06 Store
269	ZFGHSHYQ Store
270	ZL Middle Store