

**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-01438

Judge Gary Feinerman

Magistrate Judge Maria Valdez

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* [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 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 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 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 three (3) 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 three (3) 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 three (3) 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 "Bridge new department 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.

Dated: 4/12/2021



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	Bridge new department
2	caoweipeng692074
3	Chenlili789
4	duanjian12345
5	dujiaxin02230
6	Edwin Morales66
7	exness
8	Guadalupe Moore
9	liuping72963
10	liuzhonghong9285
11	lixiong3x
12	manqiuxiang66058
13	Melody Jungle
14	mindy martin66
15	naishikuan138792489
16	SONGFANGJI886136
17	Teecago
18	wuxiaofei2517
19	yangyubin7890
20	zhangbin1426
21	zhangjingyao123
22	zhengyunyun0912
23	778 Novelty Sign Gift
24	AA SIGN
25	Alternative store
26	AmeMado
27	AnYangGaoXinQuBoNiuFuZhuangDian1
28	anyanghaolinguanggaoyouxiangongsi
29	AXingQuSuoErChongWuDian
30	bangpingbaihuo
31	beiguanhonghuomiduomianduokuaicandian
32	BGLPIKA
33	Blair Shop
34	Bonjour888
35	cai wencai's
36	cangshanqulinshihuayizhuangshicailiaoshanghang
37	Car020
38	CC Art Picture
39	Cedar toys
40	cellyzed
41	Changfa Trading
42	changzhishifujiguangshangmaoyouxiangongsi

43	chengdoudangjunb ingdianzichanpinjingyingbu
44	Chenguangqiang
45	ChenWenYangTangZhiFei
46	chenxiaolong666
47	chenyihuang
48	Chrisnqueen
49	chuanxian
50	Clong20
51	Coffee Tin Sign
52	Color4L
53	Cool nineties
54	Crazyhot
55	CuiLL Co.,Ltd.
56	daizi520
57	David Azura
58	DEEPON STORE
59	DengZhouShiHuaGuiXiangBaoDian-
60	Doris R Powell
61	DuoJiaoCanYinGuanLi
62	ENGJUEJS
63	eootdl13jvh
64	fang haimei's
65	FeiXianRongnCaiChang
66	Flionaoutlet
67	Flylife
68	Fortune-god
69	gaobenzichanguanliyouxiangongsi
70	gaotangxianliandabaihuolingshoudian
71	GaoXinYuanQuZhaoJingQuanShiZaDian
72	Gaw&Vat Store
73	GETYSORA
74	guangzhouchenweiting
75	guangzhouLDM
76	GUANGZHOUpengdongliu
77	guangzhouyuelaishangmaoyouxiangongsi
78	Guo Renxiao
79	HAPBOX
80	Henan business
81	henandamanjianzhuzhuangshigongchengyouxiangongsi
82	HGTRDFDSEUB
83	HirrWill
84	Hiuynn
85	HJDFGTJRGF
86	HNcullinan-US
87	Home Decor FF

88	hongfengus
89	huarenjie
90	iShiGuChen
91	Jamie M Smalls
92	JiaXingJinHongJianCaiKeJiYouXian
93	jin fu nuo Official Store
94	JingjingArtinn
95	jinjiangquliangyuanliangshangmaobu
96	jinjiangquxiachengriyongbaihuodian
97	Karavek
98	Kiloumi
99	lanxiaolong usa
100	Lemon-sun
101	Liaochengshidayuguandaoshutongyouxiangongsi
102	LIFEXGROUP
103	Lillian A Story
104	Lin Qiudu
105	LinLiQiongShop
106	lixiaofanshangdian
107	LJSMQJL
108	LSQDIAN
109	Mariado
110	Matthew A Recio
111	mazuu
112	MeiXianFeiYanBaiHuoDian
113	MinRuiRui
114	Mother Day Gift
115	MZSM LTD
116	nanxianyongfeng
117	NanYangGaoXinQuXuZhouFuZhuangDian
118	NEWPOD STORE
119	NGUYENTHIHOASTORE
120	ouXianSiChuanHuiZhongKeJiFaZhanYongSi
121	peappushwrr
122	PR Vintage Look
123	putianshangruishunmaoyiyouxiangongsi
124	QIANYUHE
125	QiJiKangShiPinYouXianGongSi
126	qijinseyinxiangdianpu
127	qingdaooubeipinlaishangmaoyouxiangongsi
128	qinghaidingzhen
129	QingShanQuChenYuJiaJuYongPinDian
130	qingzhou henuogongchengshebeiyouxiangongsi
131	RAINBOW3
132	R-CK&R-LL

133	RedsanStore
134	Roxy shop
135	Ru97646
136	ruihekunbaihuodian
137	Sally F Levi
138	shandongshunlinhuan76
139	Shangpin Art Painting
140	shanxigailinwenhuachuanmeiyouxiangongsi
141	shanxisencaomaoyiyouxiangongsi
142	shenzhenshilishoucanyinyouxiangongsishop
143	SRongmao
144	sweet icecream
145	Taiyi trade
146	THI LIEM PHAM
147	TianJinJianYueZhiNenKeJiYouXianGongSi
148	Tiger Winter
149	TongChuanShi YaoZhouQuXiaoLongBaiHuoDian
150	tongshanxiandongpubaihuodian
151	TTSADYEYE
152	WANGHpro
153	Weiamesir
154	Winnie Little Fairy's Shop
155	WuLanChaBuShiJiNingQuPanJiangFuZhuangDian
156	xia men gou le you
157	xiamenshijimeiquhuangzilifadian USA
158	xianzaizhidaoletaishicijiushichulailianjiande
159	xiechaoyang
160	Xishang Art
161	XuZhouShuangShengShangMaoYouXianGongSi
162	YanChengShiDaFengQuHengTongBianLiDian
163	yangjiangshijiangchengquhuayunkemaoyidian
164	YanJiaHui-TongChuanShiYaoZhouQuJiaHuiBaiHuoDian
165	yiwushiyalingdianzishangwuyouxiangongsi
166	YiYiArtinn
167	yjduop
168	Youhao Electronic Technology Co.,Limite
169	YOUR COLORFUL CITY
170	yours yours yours
171	YouShiYiTianBuShiZuoTian
172	ypz poster
173	YuShangWangLuoKeJi
174	zhang Oriental Shop
175	Zheng Fengrong
176	zhong anqing's
177	zhou junchao's

178	ZhuChengShiMingHongDianQiKeJiYouXianGongSi
179	zibohuayihunqingfuwuyouxiangongsi
180	ZJUBO
181	2cOnem Store
182	AKJ Digital Store
183	Close lover Store
184	ElinFashion Store
185	FASHION UNLIMITED
186	Hi factory outlet Store
187	HX Factory No.5 Store
188	LIFEYONG Store
189	Nine Hat factory Store
190	Shop2807066 Store
191	Shop4389113 Store
192	Shop910369105 Store
193	Shop910720175 Store
194	Shop910999035 Store
195	Shop911140111 Store
196	Shop911240106 Store
197	Shop911252167 Store
198	Shop911260046 Store
199	Shop911262341 Store
200	Shop911568159 Store
201	Ti-Accessories-Topaz Store
202	XLDFCNB Store