

**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-02534

Judge Jorge L. Alonso

Magistrate Judge Jeffrey T. Gilbert

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 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 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 purchase products using counterfeit versions of Plaintiff’s trademarks. Plaintiff has provided screenshot evidence confirming that each Defendant Internet Store stands 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 and loss of exclusivity. 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. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, or returning 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;

f. 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 Counterfeit/Infringing PINK FLOYD products; and

g. 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 Product 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, Alipay, WISH, Amazon, (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within five (5) 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, 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 Alipay, WISH, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within seven (7) 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, Alipay, WISH, 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. ContextLogic, Inc. ("WISH") and ALIPAY US, INC. and its related companies and affiliates ("ALIPAY"), shall, within five (5) 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 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. 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 five (5) 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 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 Defendant or other person who is 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 (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: June 15, 2021

A handwritten signature in black ink, consisting of a large, loopy 'J' followed by 'L. A.' and a period.

Jorge L. Alonso
U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	anjinhua
2	anquijingshuai
3	banerjihdyxuin
4	Camp Bow Wow Houston
5	chennaying
6	chenxin2216
7	CrystalStore91
8	cuizhuoshop
9	d4g5g55
10	DecStore1
11	dinghuan9312
12	dingwei fashion
13	dongshan163
14	dongwei7890
15	dongxinyu5755
16	dorizetiqwaon
17	duaoxion
18	Duedeny Bags
19	Dyfgfgchfgfhfcggvrgg
20	G YBUN
21	Grow into the sun
22	GuyichiyTm
23	Hcgxffxfgfvfvccgvvf
24	heyings1234568459547
25	huangcuihong427
26	huxiuli123456
27	HuYuHui
28	Jessica Marie Conklin
29	jingjing art
30	JIUJIUfuf
31	Jon hall99
32	Joseph Hatfield
33	Judoth Strong
34	juhang2586
35	kongxuanyu1123
36	liangchangmi147258
37	libei123456
38	lichunmingagl
39	linan14736928
40	lisiqin520
41	liting3658
42	liuhao13680

43	lizhaojian0108
44	longxingwen5287
45	luaugs
46	lucheng48002689
47	luohuiyin27
48	luoqi4455
49	luxiantian22
50	lvhaoru7913
51	lvwenjia Store
52	lvzifei
53	Lynn Karin99
54	maienjjjf
55	MarjorieUnanSfU
56	mnhguy
57	Norman boutique shop
58	pdaoid
59	phuchung
60	PrintT-Shirts Box
61	Quadrangle
62	quzhaolei147258
63	Richard Tedford43
64	Robert Frampton
65	shatuqing423
66	shengjiahao178226
67	shenguoqing3548
68	sobaniafetzms
69	sourisack chansomphou
70	StadiumStore
71	sunmingtong34683164
72	sunwei1828845
73	timsa78
74	Vineleaf
75	wall canvas
76	wangguangquan
77	wangruiduo28597
78	wangsimin123
79	wangya123
80	wangying9167
81	weigan9557
82	wenjunjie33
83	Wennvenla
84	wngpizhang25521
85	wuhuiqiang9301
86	wuxingsheng2580
87	xiamengyan0812349

88	xiaoliangge
89	xingruizheng1234
90	Xinlan66088
91	XinyabengshinN
92	xuji1177
93	xuxingying Store
94	xuzihan35963489
95	yangchen1768
96	yangguangqingqingxiaopu
97	yanglijun033
98	yangliu66503
99	yangshufen987
100	yangshuyan5856356
101	Your paradise textile world
102	yuxingxue54648
103	yuzhimin851218
104	zhangbaishuai5018
105	zhangjuna
106	zhangmei5636956
107	zhangshichao66028
108	zhangxiucun
109	zhangyanping17427
110	zhaodonggang6895
111	zhaomeina4065
112	zhaoyangbang0702
113	zhengzhengkun3153
114	zhuyanjin2956897
115	zoudachao6298
116	100% cotton 15 Store
117	A decoration shop Store
118	Ant art Store
119	Aolamegs .Superb. Store
120	Biao jicu Store
121	BrotherDream Official Store
122	BudalazimSHOP Store
123	Dafen Painting Village Store
124	Dating costumes Store
125	FansClub Store
126	Follower Store
127	Fting Art Store
128	FUNNY LO-3 Store
129	GDP.2 Store
130	GONTHWID Official Store
131	GUYI Men's Boutique Store
132	hanluxi Store

133	HY Ironing Patch Store
134	IVRESSE Store
135	JING ZHE Official Store
136	KHS.8 Store
137	Kreatives Leben Store
138	Lisasa Store
139	Liva girl Jumping Fish Store
140	Mao shui -3 Store
141	Meet You Poster Store
142	MRGBEST PC Store
143	namrace Store
144	Outdoor Indoor Exercise Store
145	Outdoor Tin Sign Store
146	Painting Decor Store
147	Phone Cases XMZHC Store
148	Shop2657189 Store
149	Shop4710135 Store
150	Shop5721159 Store
151	Shop5799767 Store
152	Shop5837082 Store
153	shop666688 Store
154	shop759624 Store
155	Shop910353015 Store
156	Shop910360204 Store
157	Shop910562095 Store
158	Shop910975028 Store
159	Shop911013020 Store
160	Shop911063187 Store
161	Shop911096004 Store
162	Shop911202116 Store
163	Shop911223129 Store
164	Shop911253319 Store
165	Shop911338061 Store
166	Shop911377125 Store
167	Shop911380166 Store
168	Shop911398026 Store
169	Shop911517131 Store
170	Shop911524095 Store
171	Shop911556206 Store
172	Shop911653242 Store
173	ShopAliaeAdnewfuture Store
174	srqx Store
175	Syoovaa Nc Store
176	Tasteful artist
177	Tin Sign Decor Store

178	TongLingone Painting Store
179	Topmotif Store
180	woainialibaba Store
181	World Tree Store
182	WSRYCYGG Official Store
183	Xpt Apparel Store
184	XUNYU Store Store
185	yidiya Store
186	Yiwu Clstrose Decoration Store
187	You are different Store
188	YXXS Store
189	YYSY Store
190	Zenobia Decor Painting Store
191	Zepplin Store
192	zhou Store
193	zhoumin Store