

**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-03039

Judge Harry D. Leinenweber

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”) and using at least the online marketplace accounts identified in Schedule A (the “Defendant Online Stores”).

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 Online 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 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, Alipay, WISH, 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 Alipay, WISH, Amazon, 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 Online 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, Amazon, 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"), Amazon Payments, Inc. ("Amazon"), and ALIPAY US, INC. and its related companies and affiliates ("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 two (2) 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 "Charles Friedlander 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 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 Online 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: July 15, 2021

A handwritten signature in black ink, appearing to read 'Leinenweber', written over a horizontal line.

Honorable Harry D. Leinenweber
U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	Charles Friedlander
2	chengqin63092
3	chenxuemei3245
4	EthelbertStore
5	fengjiamin Store
6	fengteng Store
7	guanqingli
8	guohao85805
9	guoyongfu5263
10	hanfangfang Store
11	huanghongkai30964
12	huzhixin94079
13	Jeffrey Ault
14	JHAN HANG
15	lanzhongmi15623563
16	liguangfa13162
17	liguiyan77555
18	liuxin20324
19	Mmouspart
20	pengchunchun839628
21	qinfeifei66
22	Stephanie Hannum
23	vancur806
24	zhuxiangyue5214
25	AENDX
26	Ai Li Si Shan Art
27	Alazhuqiang's shop
28	AnHuanLi
29	Annjioli
30	ANUSHYA DUSHYANTHI DEVENDRA hha
31	Anyang Zhanteng Trading Company
32	BIGS STORE
33	bingyanfa
34	Bunemely
35	caoguoshipin
36	CaoXianHanRuGeDianZiShangWuYouXianGongSi
37	cation
38	cbddhd
39	CC2021
40	Celusion Phiorels
41	ChangChangYing
42	changdeguyunwenhuachuanboyouxiangongsi

43	chaojiefeng
44	chendeqingdiyigedian
45	chengduyitianningshangmaoyouxiangongsi
46	chenghezhidaguanggaoyouxiangongsi
47	Chenyy1
48	chenzhichengshop
49	Chinaen
50	cnejduwud
51	Congyixiangbao
52	CONNZIP
53	DADALL
54	Dami Advertising Co., Ltd.
55	Danerys New Dream
56	DesDirect Xx
57	DIenStore
58	dongguanshikongnuodianzishangwuyouxiangongsi
59	DONGYIDIANZIKEJI
60	dzztthree
61	easygoing8
62	Elizabeth Fierro
63	ER Home Art
64	eryi wangluo
65	facaishu store
66	fengtailuhong888
67	fengyuanshanhang
68	Fire Poster
69	flying man
70	Flying paintbrush
71	foshanshixuelishangmaoyouxiangongsi
72	FTEY
73	FuFuQun
74	Funming Singing
75	ganningmengmaoyi
76	GJ-SN
77	Gray Granite
78	GreatFeather
79	Greul.lee172
80	guangsenyongyankeji
81	GuangZhouCiLiMaoYiYouXianGongSi
82	guangzhoushanbuwangluokejiyouxiangongsi
83	GuangZhouShiCeMaoYiYouXianGongSi
84	GuangZhouTianHeQuFengGeJingHangYiYuanYouXianGongSi
85	guiyanart
86	guozhiweilinglvniddv
87	GZCDHWLKJ

88	H2 Studio Company Limited
89	haikoudajia
90	haikoulonghuaquhateyixiubaihuodian
91	haikouluonashangmaoyouxiancompany
92	haikousenyang
93	haikouxiuyingdanwuqiche
94	HeBeiXieYingDianZiKeJiYouXianGongSi
95	hebeixinyunwangluojishufuwuyouxiangongsi
96	hefeishiyaohaiquchuisuanbaihuodian
97	hemengkangdedian
98	Hlep Store
99	hobeauty home
100	honghexihewenhuachuanmeiyouxiangongsi
101	hshiyao008
102	huangdaoquxiaomandewo
103	HUAYUANDI
104	huikai-us
105	hushengwang
106	HusoBY
107	HWL-POSTER
108	hyxcwlkj
109	iazhuangzehenmaoyiyoux
110	In the Ivy
111	Indimization
112	Jacqueline Shop
113	Jaksonwang
114	Jason Kaniuga Store
115	JESSICA DELGADO STORE
116	JIANGYANGdian
117	JIASENRATE
118	jinanlingsushangmaoyouxiangongsi
119	Jinglijing
120	jinkaiyuan
121	JiYuanShiBaoChenJiaTingNongChang
122	jqbhdian
123	jugeshangdian
124	juntaoshangpu
125	juwenry
126	Kalembuc
127	kanggua
128	KaopuY
129	Kd posters
130	kefoumaoyi
131	kenCANLA
132	KingcoffeeStore

133	kuanchengqugaofawujinchanpindian
134	Kweilin
135	Leo Altman's shop
136	lianqidedian
137	lichengqujusunbaihuodian
138	LiGuo decor
139	LIGUOLONG333
140	LiKangRiYongBaiHuoDian
141	LILI Picture
142	Linfen US Store
143	Linnong Manying's Department Store
144	Liuyingbest
145	LIVE IN THE MOMENT AND ENJOY LIFE
146	logofengkuang
147	LTSXH
148	lucky Ari's little shop
149	LUCKY MUG
150	Lujiahao
151	lumingzang
152	lvbiaogui
153	Mary Faber Store
154	maxukun
155	Mei Nai Nai Zi Art
156	MeiLiMu
157	Millabo
158	minglangyouxuan
159	minthousand
160	MOILOVE
161	Moonluna
162	Mu Can
163	mu jia rong88585
164	muyu168
165	nanpingshijianyangqudahububaihuodian
166	nanpingshijianyangqudaxipeibaihuodian
167	ndiigvyrj
168	neejeng99
169	NEW MASTER INDUSTRIAL LIMITED
170	ngoclinhspa
171	NIKER-US
172	NINGRUOMAOYI
173	NISKER
174	Nusopy
175	Oraone
176	Pighauig
177	PINGDEAR

178	Ptian Store
179	PU SHUO
180	putianshichengxiangqudunyemaoyiyouxiangongsi
181	putianshihanjiangquliaogebaihuodian
182	putianshihanjiangquzhuozhuoriyongpindian
183	putianshiqianmeimaoyiyouxiangongsi
184	putiansongzhiwumaoyiyouxiangongsi
185	qiajushangmao
186	qidashun
187	QijiaRiYong
188	QINGshop
189	qingyshop
190	QIONGXUShop
191	Qixian Economic Development Zone
192	quwangkuajing
193	QW Funny Metal
194	RanLong
195	REALNESS
196	Retaining
197	Road Sign D1
198	ROCK MASK
199	RockhopRoll
200	RR Wall Metal
201	RUIHXXM
202	Rungao
203	ruochiwanjuxiaodian
204	ruoshangnice
205	Sakaraha
206	Schwabe Mug Store
207	shanghaibachaimaoyiyouxiangongsi
208	Shanxi Lingzhu Marketing Planning Co., Ltd.
209	ShengHuo
210	shenzhenshiminglaixinkejiyouxiangongsi
211	shijiazhuangjiashuaiwangluokejiyouxiangong si
212	shinetomstore
213	ShiXiaoRuRu
214	Shizhong District Junxiang Foreign Trade Clothing Store
215	Simple Home Art
216	SONGluanshangmao
217	sonhao
218	SQTEch
219	Suili sang
220	SUPERSHOP UNI SELL CENTER
221	taikangmengya
222	taikangyulongwang

223	tanxiao-us
224	TianHeQuDongJieCuiWangLuoKeJiYouXianGongSi
225	TSDSGSDG
226	TYG Painting Official Store
227	uoxindian
228	vaweken
229	wang202020
230	wangdi calss
231	wangshiaowuyariyongbaihuoshangdian
232	wanzhongyixinshangmao
233	weidaidianpu
234	WeiFangChuanBeiDianZiShangWuYouXianGongSi
235	weizhiSP
236	Weshina
237	Wmeyiseyiy
238	WONDERGIFT
239	WUAIMAOYI
240	wuganlong
241	WUHAILIN
242	Wuhan Huizhiyao Trading Co., Ltd.
243	wushunheng
244	WUTINGdian
245	wuxingrongbm
246	x;kjvxokvoi
247	xaiweiweiliang
248	xiangxiaomaoyi
249	xianshiyantaqugesuhuanhangmaobu
250	xianshiyantaquguangmianbaihuodian
251	xianyouxianboweishangmaoyouxiangongsi
252	xianyouxianlonghualuoshixiafuzhuangjingyingbu
253	xiaoyeshangmao
254	xibianbianlidian
255	XiHuQuMeiXiMinSu
256	XINBOBAOHUO
257	xinchengbaoxiang
258	Xinhe Trading
259	xinlaixingmaoyiyouxiangongsi
260	XinLuoQuChengAiRunBaiHuoDian
261	XinLuoQuDiKeYuBaiHuoDian
262	xixili xiaodian
263	XUANYUSHANGMAO
264	Xumeixian
265	Yadian
266	YALISHA
267	Yangrug

268	yangyangkaitai
269	yanhaixindedyigedian
270	yan-ni
271	yibo shop
272	YIBUSHANGHANG
273	Yiwu Gaishi e-commerce Co., Ltd
274	yixinwangluoxiaodian
275	ykutwxfs
276	YLFC
277	yonwuwong
278	YSHANGKE
279	yuanhui157
280	yuchengxianoudongbaihuodian
281	Yunxiangshang
282	Yvonne Eleanord
283	zhang lix
284	Zheng Rongfei
285	zhenglindedian
286	ZhengLiShop
287	zhengzhoutimian
288	zhengzhouwulingbaqiyequanlizixunyouxiangongsi
289	zhengzhouzhizhiruiwangluokejiyouxiangongsi
290	Zhiwei's shop
291	Zhongjincheng Art
292	Zhouxiangjun Art
293	ZHYposters
294	ziruiriyongpindian
295	zmc
296	ZZFF68 store
297	zzz258store
298	南京愠冠科技有限公司
299	厚酥
300	小高家包柜
301	沈阳市于洪区小时光美甲美睫店
302	莆田市城厢区菲栩贸易有限公司
303	莆田市城厢如星柯贸易有限公司
304	莆田市鑫辰金服汽车贸易有限公司
305	=@~@= Store
306	a Delicate Store
307	a dollar Store
308	AGGK Store
309	Alexantra Decor Store

310	And Jacky Store
311	Asin's Rose Store
312	at your service Store
313	BAKE Wall Art Store
314	BoB 's Wall Decoration Store
315	BrandClub Store
316	CCDD 2019 Store
317	ClearLove7557 Store
318	CXY Art Life Store
319	Daxiangdy Art Store
320	Decorative Arts Store
321	DF Women Store
322	Different Art Store
323	DingKe Store
324	ETST WENDY Children's Store
325	Evelynn Art Store
326	FEAR-of-God-Official Store
327	Feelyou Store
328	FGBEENTRILL Store
329	Give Me A Chance Store
330	Gmiixder Store
331	Gracegirl Store
332	gtryh645ty4 Store
333	HIQ Boutique Store
334	HongCheng's Store
335	Hq188 Store
336	IIIII Store
337	jiangyanjiao Store
338	JJJJJ Store
339	Joke4 Store
340	Julep Store
341	Junteng Store
342	jxzhuliangyong Store
343	KKAA Store
344	Le Erfei Store
345	LeTao Store
346	Libaba Hat Store
347	MaiYA18 Store
348	Men's and Women's Baiyige Store Store
349	Mingdun Dropshipping Store
350	Nine days Weaver Girl Store
351	Octopus Apparel Store
352	patent print Store
353	Print anime Store
354	Quality T-shirt Store

355	RABBIT STORE Store
356	Reminisce Cases Store
357	SCWBSYGM Store
358	Shansi Store
359	Shop5003334 Store
360	shop52468144 Store
361	shop585487 Store
362	Shop5882575 Store
363	shop7521 Store
364	shop792144 Store
365	shop84796 Store
366	Shop910358177 Store
367	Shop910364387 Store
368	Shop910424054 Store
369	Shop910569013 Store
370	Shop910641053 Store
371	Shop911046216 Store
372	Shop911055127 Store
373	Shop911111100 Store
374	Shop911111115 Store
375	Shop911120185 Store
376	Shop911125085 Store
377	Shop911330149 Store
378	Shop911333191 Store
379	Shop911339051 Store
380	Shop911414656 Store
381	SILY Store
382	Smithcool Store
383	Stefan Costume Store
384	supelight Store
385	TongLing Painting Store
386	tsdgdgd sign Store
387	US shopping Store
388	uyiyiyiki Store
389	Varied Art Decor Store
390	WFX Store
391	WJ Fahion Boutique Store
392	X Task Force Sales Store
393	Xaviera Official Store
394	Xgoth Store
395	Xiji Outdoor Store
396	Xing zhe Store
397	Yiqic Store
398	YQHnanzhuangdian Store
399	Yumeng VFashion Store

400	YY77 Art Store
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