

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

ZINKIA ENTERTAINMENT,

Plaintiff,

v.

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

Defendants.

Case No.: 1:21-cv-03594

Judge Charles P. Kocoras

Magistrate Judge Jeffrey T. Gilbert

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, ZINKIA ENTERTAINMENT, S.A.’s (“ZINKIA” 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 purchase products using counterfeit versions of Plaintiff’s trademarks and

copyrights. *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 POCOYO trademarks, U.S. Trademark Registration Nos. 4,177,572; 4,208,291; 4,212,395; 4,303,178; and 4,361,623 (collectively, the “POCOYO Trademarks”) and/or products infringing the POCOYO Works, Copyright Registration Nos. VAu 05-842 (2003); VAu 605-841 (2003); VAu 622-247 (2004); VAu 622-245 (2004); and VAu 622- 246 (2004) (the “POCOYO Works”).

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 ZINKIA’s previously granted Motion for a Temporary Restraining Order establishes that ZINKIA has a likelihood of success on the merits; that no remedy at law exists; and that ZINKIA will suffer irreparable harm if the injunction is not granted.

Specifically, ZINKIA has proved a *prima facie* case of trademark infringement because (1) the POCOYO Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register and the POCOYO Works are registered with the United States Copyright Office, (2) Defendants are not licensed or authorized to use the POCOYO Trademarks and POCOYO Works, and (3) Defendants’ use of the POCOYO Trademarks and POCOYO Works is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with ZINKIA. Furthermore, Defendants’ continued and unauthorized use of the POCOYO Trademarks and POCOYO Works irreparably harms ZINKIA through diminished goodwill and brand confidence, damage to ZINKIA’s reputation, loss of exclusivity,

and loss of future sales. Monetary damages fail to address such damage and, therefore, ZINKIA 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 POCOYO Trademarks and POCOYO Works 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 POCOYO product or not authorized by ZINKIA to be sold in connection with the POCOYO Trademarks and POCOYO Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine POCOYO product or any other product produced by ZINKIA, that is not ZINKIA's or not produced under the authorization, control or supervision of ZINKIA and approved by ZINKIA for sale under the POCOYO Trademarks and POCOYO Works;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of ZINKIA, or are sponsored by, approved by, or otherwise connected with POCOYO;
 - d. further infringing the POCOYO Trademarks and POCOYO Works and damaging ZINKIA's goodwill;

- e. otherwise competing unfairly with ZINKIA 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 ZINKIA, nor authorized by ZINKIA to be sold or offered for sale, and which bear any of the POCOYO Trademarks and POCOYO Works or any reproductions, counterfeit copies or colorable imitations thereof;
 - g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Online 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 POCOYO products; and
 - h. operating and/or hosting at the Defendant Online Stores and any other online marketplace accounts registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the POCOYO Trademarks and POCOYO Works or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine POCOYO product or not authorized by ZINKIA to be sold in connection with the POCOYO Trademarks and POCOYO Works.
2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, eBay, Paypal, WISH, and Alibaba Group Holding Ltd. along with any related Alibaba entities (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 POCOYO Trademarks and POCOYO Works, 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 POCOYO Trademarks and POCOYO Works; and
 - c. take all steps necessary to prevent links to the Defendant Online Stores identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Online 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 Defendants' Online Stores, 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, Alibaba, 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 ZINKIA expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

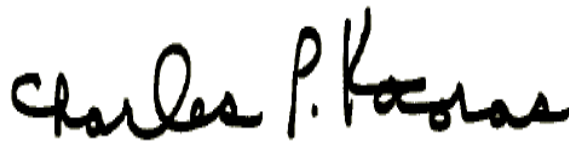
- a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
 - b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with Defendant Online Stores, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Online Stores;
 - 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, 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. Amazon Payments, Inc. (“Amazon”), and Alipay US, Inc. (“Alipay”), and its affiliated companies and affiliates, shall, within three (3) business days of receipt of this Order, for any Defendant or any of Defendant Online Stores:
 - a. locate all accounts and funds connected to Defendants, Defendant Online Stores, including, but not limited to, any Amazon and Alipay accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of Alberto Delgado Gavela; 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 Defendant Online Stores, shall within three (3) business days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants, or Defendants' Online Stores, including, but not limited to, any accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of Alberto Delgado Gavela; 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. ZINKIA 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 3 to the

Declaration of Alberto Delgado Gavela 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 “a general 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 two days' notice to ZINKIA or on shorter notice as set by this Court.
9. The \$10,000 bond posted by ZINKIA shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.
10. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiff's Schedule A attached to the Complaint, which includes a list of the Defendant Online Stores; (2) screenshot printouts showing the active Defendant Online Stores (Exhibit 3 to the Declaration of Alberto Delgado Gavela) and (3) the Temporary Restraining Order.

Dated: July 23, 2021

A handwritten signature in black ink, reading "Charles P. Koras". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	a general
2	A kiwi
3	A peony
4	ACSXSA
5	ASYOUWISH520
6	Autorava
7	Awe-inspiring trade
8	Bashi Joyfully
9	BeancoTech
10	Beautiful doll
11	Behoneybee
12	beimodianzishangwu
13	CANGZHOU XIYU
14	changchunshizhilemaoyiyouxiangongsi
15	chenghuaquyinghaochengbaihuodian
16	chenkauxuan5
17	CHENMEILEI
18	ChienMin
19	chlorine
20	County Jingkai Network Technology Co., Ltd.
21	Crowbar bamboo two
22	Cute hedgehog
23	Cxlgjyy
24	DashengHuachangStoreFengdongNewCityXiXianNewArea
25	De-One
26	DLHNB
27	Dongyuan Environmental Technology
28	fangzhuowangluokeji
29	Fjiuder
30	Flying Mall
31	guangzhoushinanshaqusienshangmaoshanghang
32	Gustgreyshangmao
33	haikouhebinshangmaosi
34	hangzhoushuxiamaoyi Co Ltd
35	Hazyuan Trade
36	Henan Zhenting Network Technology Co., Ltd.
37	henanluoxuanwangluokejiyouxiangongsi
38	HgZaa
39	HLGAGJ
40	hongtouwangshangmao
41	HUGUOZN
42	HuRenZGJ

43	ice watermelon
44	inchengfuyuanl
45	Jesus Kirkpatrick
46	JiangSuErChaoShangMaoYouXianGongSi
47	JiNanShengKaiRuiChuanDongSheBeiYouXianGongSi
48	jjlldzsw
49	laiendianzikeji
50	lianchengxianliwenguobaihuo
51	lianmeidianzishangwu
52	lianwai666
53	LiDaLong
54	longshaquaiyawei huazhuangpinshangdian
55	Luckyhlc
56	LXXxiao xiaoxing®
57	MILAISHANGMAO
58	mimitool
59	minquanxianxuanchenwangluokejiyouxiangongsi
60	misiwenhua
61	Morexihan
62	MU Happy Party
63	Natseekgo—Fast Delivery
64	Njube
65	pingpeishangmaoyouxiangongsi
66	pu tian shi dun han mao yi you xian gong si
67	Pure Compression
68	PuTianShiBinXiaMaoYiYouXianGongSi
69	putianshihanjiangquchenciwenriyongpindian
70	putianshihanjiangqushanshanzhiliangriyongpindian
71	putianshixiuyuqudaitoujiaqibaihuodian
72	Qin Gaopan
73	qqdzsw
74	ruihuanwangluo
75	Rujie Trading
76	SADFDASF
77	sanwuwu
78	SDFDSAF
79	ShanXiBenYuanXingKeJiYouXianGongSi
80	Shanximingtingkaisuwangluokejiyouxiangongsi
81	shleyqin
82	Shuaikang
83	shuangliuquningxixishangmao
84	SHZNB
85	SJBNB
86	SLIGNU
87	Song Qiao Network Technology Co., Ltd.

88	SSHNB
89	Suogv
90	Tanwo
91	tmdz
92	tuxiangshangmao
93	TYLI
94	ugikyf
95	VIDAVI
96	vnjndi
97	Wang Na
98	WatMon
99	WenfaStoreFengdongNew
100	Wenqi installs building materials hardware
101	WODEBAOBEI
102	wushunheng
103	XCLLMY
104	XiangChengShiXiangYuanTiaoWeiShiPinYouXianGongSi
105	xianshibeilinqumingfengbaihuoshanghang
106	xianshibeilinqumingsubaihuoshanghang
107	xianshiyantaquhaoruipushangmaobu
108	Xiaobaicai
109	Xiaoji
110	XIAOMEH
111	Xingxiu
112	xinsilong
113	Xisuasa
114	xixianxinqufengdongxinchengchengyanghuaqi
115	YangQingZhenShiDaiTongXinDian
116	yanliangquzanjiafanwu
117	YanTaiWanDaoGongYingLianGuanLiYouXianGongSi
118	yicaiwangluokeji
119	Yiwu Xuwen Electronic Commerce Co., Ltd.
120	yiwushijiminghuazhuangpin Co Ltd
121	Yokoto Toys
122	yuanxun store
123	YUN-EN
124	yunyaotianx
125	Zhang Qian Trading Co., Ltd
126	ZLLNB
127	义乌市花田电子科技有限公司
128	合肥濂别商贸有限公司
129	杭州代拟贸易有限公司
130	China Toy Store

131	CUT TOY Store
132	Dolls Club Store
133	Don forget Store
134	GFdesign backdrop Store
135	OK Children's toy Store
136	Shop910905040 Store
137	Shop911256393 Store
138	Shop911413574 Store
139	SUPWRF Ribbon World Store
140	The Two Dimensional Association toy Store
141	top-brand-discount Store