

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

PINK FLOYD (1987) LIMITED,

Plaintiff,

Civil Action No.: 1:21-cv-03339

v.

Judge Steven C. Seeger

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, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction as stated in this Order against the defendants identified in Schedule A (collectively, the “Defendants”).

THIS COURT HEREBY FINDS, without adversarial presentation, 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 PINK FLOYD trademarks. Plaintiff submitted 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 PFL’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. 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;
- 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 or is the means by which Defendants could continue 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 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, and Amazon, (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within fourteen (14) 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 Internet Stores 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.

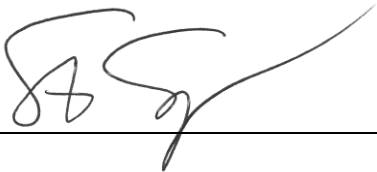
3. Court authorizes Plaintiff to serve third-party discovery on an expedited basis, with responses due not less than 10 days after service. The requests shall be proportional to the immediate needs of the case. *See* Fed. R. Civ. P. 26(b)(1). For example, a request for “documents sufficient to show X” is better than a request for “all documents showing X.” Plaintiff shall consider what documents it genuinely needs at this early stage, and shall take into account the burden on third parties. Plaintiff shall work cooperatively with third parties impacted by this Order and make reasonable, good faith efforts to ease the burdens imposed by Plaintiff’s request for expedited discovery
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 seven (7) 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 seven (7) 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 serve Defendants with any future filing, notice, or discovery request as required by the Federal Rules by electronically publishing a link to the Complaint, this Order and other relevant documents on a website and 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.
- 8. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
- 9. 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 Marketplace Accounts; and (2) screenshot printouts showing the active Defendant Internet Stores (Exhibit 2 to the Declaration of Thomas Schlegel).

10. The (\$191,000.00) (i.e., \$1,000 per defendant) bond posted by PFL shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Date: August 4, 2021

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

Steven C. Seeger
United States District Judge

SCHEDULE A

No.	Defendants
1	80dhhz
2	8jbltl8p
3	a73jjjs
4	AAdevincol
5	ABBOZAO
6	Adolfo Williams
7	AlidaStore
8	ANLYCHEU
9	Antonio Copeland
10	ashtoncharles
11	bxb1111
12	chengningbo1457
13	Christophercb
14	dengjie112
15	enjeathome
16	fengrui Store me
17	fvjvdxvh
18	gaogejin12345
19	gduay
20	Goldfort
21	gongli1234
22	GuangXi GuiLin TianYuan company
23	guotao48364
24	guoyuting689
25	hanbaozhu9794
26	haozeming684
27	HenkAhn
28	heyanning7989
29	hong qi baby
30	jakeshoes
31	jiangcuihua
32	JJMOLL Rose
33	Kevin Estrada
34	Lil Amazing G
35	limingqing7890
36	lina2201
37	liruyi47081
38	Liuchuang12332
39	LIUDONGLAN888
40	Lujingt
41	majinpu79614
42	nieyuqi68539

43	Revolve Invest
44	shijindong07759
45	sunyaoping5684
46	Thomasmgl
47	tianpangzi52723
48	vyujkloi
49	Wade Gammon
50	wangjing7124
51	wangruhui1187
52	wangwenle64987213978
53	wangxinqin5835
54	wengtianhong40195
55	William Cheeks
56	wujinyi0514
57	wuxia Store me
58	wyz0625
59	xixingkan70693
60	XJdress
61	xuwenjie01640
62	xuyouguo49011
63	xuyuehui3214
64	yangfan2000
65	yangjunxia Store
66	yanruihao51161
67	yewenjingpindian
68	yuchunli63877
69	zengzixuan3011
70	zhangbaojian28633
71	zhangjiabao93813
72	zhangjiawei32329
73	zhangpengxia13990
74	zhaohui01234
75	zhaojian01670
76	zhaoli97780
77	Zhaoyi28463
78	zhengxiangrui Store
79	zhengxu1015
80	zhoutian422322
81	zhouyunlong5037
82	zhuyongjian Store
84	BaoDingAoNiSiTeShangMaoYouXianGongS
86	ChengDuShuiTiaoDianZiShangWuYouXianGongSi
87	chenghuaqulanqiukegongsi
88	ChengTingYeShop
89	Chijiu Tools Trade

90	daxianshanghang
91	fascqwf
92	Fivemiles
93	flydust
94	GuangChaoLaiStor
95	Guoqiang Brand Store
96	haikoufeilindiyashangmaoyouxiancompany
97	haozhedianzi
98	Hedda Clare
99	HNBAIDAO
100	Houjienanhai
101	hualinxintiandi
102	huoshuangmei
103	LANLOU STORE
104	LianManMaoYi
105	Liujunsheng
106	Maecoro
107	Maotiphee
108	Miantai New Energy Co., Ltd.
109	MSKTACK
110	nanpingshijianyangqugefangwenbaihuodian
111	nanpingshijianyangqugonghuansibaihuodian
112	NEWLANX
113	Niuqichong
114	PECKADILLY PTE. LTD.1
115	pingpingyihao
116	PingYangXianGuangXingDianZiShangWuShangHang
117	Putian City Chengxiang District Biaoxu Trading Co., Ltd.
118	QYX1991
119	RAON KASTON1
120	ssy art
122	taikangminghang
123	taiyuanmuzehuahuiyishuyouxiangongsi
124	TheCardZoo
126	wangsongsong
127	Weiting Department Store, Gangbei District, Guigang City
128	XianYouXianBangTouZhenXingJinWeiBaiHuoShangHang
129	xianyouxianlonghuasuzhongliufuzhuangshanghang
130	XNJIA
131	yanlinbu526
132	Zhenbo Stationery Sales
133	zhuzhenzhuanshihua
134	仙游县鲤南张明杰工艺品商店
135	Bkangkang Store

136	Coat and hat 588 Store
137	CUMINI Art Store
138	Different women Store
139	DOOEYS Drop Shipping Store
140	Douladou Official Store
141	DPP4 Store
142	Engineer, Store
143	Feragamo Store
144	Four commerce Store
145	Gulccie Store
146	HANG 3 Store
147	hifunny Store
148	Homebedding Store
149	Integrity management1949 Store
150	Jiwuo Official Store
151	kakalife Store
152	Karajuku Drop Ship Store
153	KERR Store
154	ku pai99 Store
155	LMFF Store
156	Megabyte Store
157	MM 416319 Store
158	Motorcycle Riders Store
159	Mr Lonely Store
160	Mr Yue Store
161	Nitree2 Store
162	NO noe tin sign Store
163	Off-road cycling clothes Store
164	Our game clothes Store
165	Outdoor goods 88 Store
166	Peng Decoration Store
167	qingzi-02 Store
168	Rap Dragon Experience Store
169	SDANLERB Store
170	shangmao@@@ Store
171	Shawzzy Store
172	Shop07051988 Store
173	shop5246 Store
174	shop54584 Store
175	shop54948 Store
176	Shop910368292 Store
177	Shop910807035 Store
178	Shop910822005 Store
179	Shop911043194 Store
180	Shop911134144 Store

181	Shop911420140 Store
182	Shop911565187 Store
183	sirili Store
184	Skedr Store
185	sososo Store
186	Tai Global Store
187	TAO TAO-Official Store
188	tin sign good Store
189	zai feng Store
190	zulu Store
191	zuomaomao Store