

**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.: 1:22-cv-00214

Judge Robert W. Gettleman

Magistrate Judge Gabriel A. Fuentes

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 Internet 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 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, U.S. Trademark Registration Nos. 2,194,702; 3,247,700; 4,232,255; 4,236,037; 5,521,572; and 6,514,317 (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. Defendants, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) the identity and location, including contact information, their true name and physical address, and all associated e-mail addresses, of Defendant; (b) the nature of Defendants' operations and all associated sales, methods of payment or services and financial information, including, without limitation, identifying information associated with the Online Stores of Defendants, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history; and (c) the steps taken by Defendants to comply with paragraphs 1, (a)-(h) above.
3. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, WISH, Amazon, Alipay and Alibaba (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.
- 4. 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 WISH, Amazon, Alipay, and Alibaba (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within five (5) 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, WISH, Amazon, Alipay, and Alibaba, Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. 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.
6. ContextLogic, Inc. ("WISH"), Amazon Payments, Inc. ("Amazon"), ALIPAY US, INC. ("Alipay") and its related companies and affiliates, and Alibaba Group Holding Limited ("Alibaba") 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

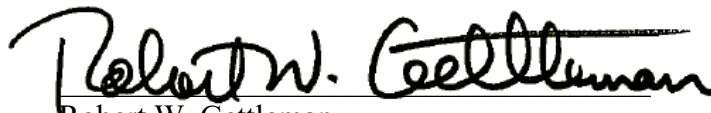
WISH, Amazon, Alipay, and Alibaba accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Thomas Schlegel; and

- 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.
7. 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.
8. 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 "ALL IN ONE STORE NO1 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.

9. 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.
10. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiff's Schedule A attached to the Complaint [2], which includes a list of the Defendant Internet Stores; (2) screenshot printouts showing the active Defendant Internet Stores (Exhibit 2 to the Declaration of Thomas Schlegel) [15]; and (3) the Temporary Restraining Order [17].
11. 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: February 10, 2022


Robert W. Gettleman
U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	ALL IN ONE STORE NO1
2	Anna Estes
3	average sales
4	David Douglas Krick
5	Derek Brown
6	dhdi3ii
7	Earth radiusHe
8	fangjianglingshop
9	Feeling2017
10	FengZhiHuan
11	Gordon Orourke
12	guoxiaotao23658
13	Hot New Shop
14	huangduping1196
15	Husieifio
16	jahftt
17	Jeanne Green
18	jiaJIA*0610cj
19	jiayingchaoshi6699
20	jiruonan82582
21	Kyrene
22	lihui3297
23	lixiaofengo
24	lizhen112233445566
25	LotusApparel
26	mafanglin92367
27	nasi1025
28	niting39836
29	pengzerui684
30	Posoeiui
31	qishangbaxiah
32	Rosio M Corbitt
33	ShanyouyeyiqR
34	sunqiyu4939
35	sunxue5043
36	sunyipeng5497
37	TANFANG9528
38	thanhhuientran77558
39	wangweikui1234
40	wangzihao24272
41	wenze1234
42	wuyeyu8869
43	xiupong
44	xuhongzhe27933
45	yanhufan6487
46	yuhongwei9074

47	zhangfuquan8045
48	zhanghouji1765
49	zhangming0026
50	zhouyaning1134
51	zhuyinan0407
52	zkkfkf
53	AKNLJY
54	andongminglongzhuangshigongchengyouxiangongsi
55	bairuiou
56	baolistore
57	Luong Quynh Mai
58	C2oIPIIm
59	CAIRUO
60	canteshangmao
61	CC BLCK ES
62	Crazyfashion Big Promotion
63	Cuorung
64	daiyudxiaodian12
65	DHart-studio
66	DOMADONO
67	Doris-SUH
68	dsxdi
69	DUYUXUAN
70	Family fashion poster
71	fengdongxinchengxincunfengbaihuodian
72	GLQLD
73	GoodChoicess
74	Guochen Department Store, Dongzhuang1
75	Haike Tec
76	haikui wholesale
77	Hana Pink Pie
78	Hebei Zhixian IOT Technology Co., Ltd.
79	Hensuske325
80	huay Design
81	huiqiong
82	huiyitingcanbaihuodian
83	Information Technology Co., Ltd.
84	jinghaodianpu
85	kuangqiu
86	laiwou
87	Liosenel
88	MATI-1
89	minghanriyongbaihuodian
90	Our Casa
91	ouyigongchengjishuyouxian
92	Peak warehouse
93	pengboguoji
94	pinghexianyuedongzhiwangdianrrr
95	SAfdwdf654864848689

96	ShanDongHuaQiGuoJiMaoYiYouXianGongSi
97	shijia-zhuanghoujiaodianzikejiyouxiangongsi
98	SUN sun
99	TIANYISHANGMAOYOUXIANGONGSI
100	tongshanxianjiagubaihuodian
101	WANGWANGyu
102	wanzaixianchaoshengbaihuodian
103	WeiShaShangMaoYouXianGongSi
104	xbdesigins
105	xcypsmyx
106	Xhdjxdm
107	Xiangcheng Hejuxin Trading Co., Ltd.
108	xianningshigaoxinhuodongjinshangmaoshanghang
109	xiaobigangzi
110	Xin Re-Rhythm Trade
111	Yanerafe
112	yanzhuangzhuang
113	yanzicha
114	yaoyuandemaijia
115	Yiwu Boneng Trading Co., Ltd
116	YIYOUNIU
117	YOUQIANRENXING
118	yunyunqiesong
119	YYXGS
120	zhengzhendonng3
121	一速基商行
122	息县富磊轮胎店
123	^_^ Store
124	20SS JAN. Store
125	7-Space Art Prints Store
126	Angels Wall Art Store
127	ANYI-Duvet cover Store
128	Art for World Store
129	Baby-BoyGirl Store
130	BaiJJia-19 Store
131	BE ST Art Store
132	BEYOURSELF111 Store
133	Blissful Wall Art Store
134	car bar bus tin signs Store
135	Clothes patch factory Store
136	DIBASS ART Store
137	didichuxing Store
138	Dongguan Chen Man Apparel & Accessory Co., Ltd.
139	Dongguan Guangrui Garment Co., Ltd.
140	Fan/chao Store
141	FanChao Store
142	FFO Official Store
143	FLP Store

144	Fuzhou Qianlihui Import & Export Co., Ltd.
145	GkyocQ Official Store
146	good good 001 Store
147	H2017 Store
148	HANG 2 Store
149	Hangzhou Yiyang E-Commerce Co., Ltd.
150	HIS Global Store
151	HJfeiyi Store
152	Huaian Youwin Import & Export Co., Ltd.
153	It's a very fashionable shop Store
154	JFLOVER Store
155	Kigao Store
156	Killian Decor Store
157	KK07 Store
158	love happy shop
159	LoveLive!! Store
160	Make You Sexy Store
161	MC 003 Kids Store
162	Meow meow clothes Store
163	Nanchang Daili Clothing Co., Ltd.
164	NICER SIR Store
165	Nohon Pinterest Store
166	NYSYSMYZ Store
167	Oeteldonk Official Store
168	OHITSNKO Store
169	Paintings Store
170	patch making Store
171	Penguin Art Store
172	Personalized mobile phone accessories Store
173	Pig Wall Signs Store
174	PP-ART Store
175	Quanzhou Partner International Trade Co., Ltd.
176	Racing Suits Are Updated Daily Store
177	shaizng Store
178	Shenzhen Huichuangsi Technology Co., Ltd.
179	Shop1100011091 Store
180	Shop3672132 Store
181	Shop5880550 Store
182	shop687899 tshirts Store
183	Shop911188262 Store
184	Shop911615106 Store
185	Shop912624395 Store
186	Shop912626106 Store
187	shop954130 Store
188	toppies Store
189	Trendy Men's and Women's Store Store
190	TT shirt men Store
191	Tuban Store
192	TwotwoPST 22 Store

193	veky shirt Store
194	Vintage Decor
195	WADEWHW Store
196	Wall sign Store
197	wh666668 Store
198	Wyz-three-brothers-2 Store
199	XI YOU couture Store
200	xiao bai Store
201	Xiao Hui99988 Store
202	XL-JNG Store
203	Yang Wall Art Store
204	Yiwu Iwear Import And Export Co., Ltd.
205	Your House Art Decoration Store
206	Yuhong Middle and high-end Accessories Store
207	YunYi Art Center Store
208	Z Art Store
209	Zhejiang Zili Textile Co., Ltd.
210	Ziyang factory Store
211	Zororong Mousepad Store
212	ZSIIBO viva Store
213	Dongguan City Fit&Red Textiles And Clothing Co., Ltd.
214	Dongguan City Theshow Garment Co., Ltd.
215	Dongguan Qinchuang Garment Co., Ltd.
216	Guangzhou Ancient Clothing Co., Ltd.
217	Hangzhou All Fine Tech Co., Ltd.
218	Hefei Partner Imp. & Exp. Co., Ltd.
219	Huainan Manwo Trading Co., Ltd.
220	Huainan Yinerwo Trading Co., Ltd.
221	Jiangxi First Light Co., Ltd.
222	Jiangxi Freeman Clothing Co., Ltd.
223	Quanzhou Big Chestnut Electronic Commerce Co., Ltd.
224	Xiamen Lingsong Network Technology Co., Ltd.
225	Xiamen Shanyi Trading Co., Ltd.
226	Yijie (guangzhou) Trading Co., Ltd.
227	Yiwu Fumi E-Commerce Co., Ltd.
228	Yiwu Wushao Trade Co., Ltd.

