

**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-00916

Judge Charles P. Kocoras

Magistrate Judge Young B. Kim

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 and do 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, servants, employees, attorneys, confederates, 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 Internet 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 Internet 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, Amazon, 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 Internet Stores identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Internet 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 Defendant Internet 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 two (2) 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 Internet Stores, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Internet Stores;
 - 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, 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. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), Amazon Payments, Inc. (“Amazon”), and Alipay US, Inc. (“Alipay”), and its affiliated companies and affiliates, shall, within

two (2) business days of receipt of this Order, for any Defendant or any of Defendant Internet Stores:

- a. locate all accounts and funds connected to Defendants, Defendant Internet Stores, including, but not limited to, any eBay, PayPal, 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 Internet Stores, shall within two (2) business days of receipt of this Order:
- a. locate all accounts and funds connected to Defendants, or Defendant Internet 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 “Dongguang Golden Bear Toys Co., Ltd. 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 five 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 Defendant Internet Stores; (2) screenshot printouts showing the active Defendant Internet Stores for the Defendant Names (Exhibit 3 to the Declaration of Alberto Delgado Gavela) and (3) the Temporary Restraining Order.

Dated: March 12, 2021


U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	Dongguang Golden Bear Toys Co., Ltd.
2	251728494_41
3	an21422
4	august.2015
5	ayhiavbl182604
6	batteries-subway
7	bbnbb
8	btv888
9	caixilin_20021
10	chenx-17
11	christmas-toy20020
12	chuan289
13	colinliu2013
14	cong_61
15	corik61
16	dgg_220
17	dnz_79
18	dreamsetsail365
19	dumpy1*123
20	eastjinchenn
21	eastjinchenn
22	elegant-2
23	elly.2019
24	elsaand_4
25	fancyxyy
26	feeladd
27	fenghuang2016
28	frozen-dress
29	galian_369
30	gkever2016
31	goodworkhardd
32	hairpin2020
33	hantetechb
34	hantetech-v
35	honyge2019
36	hxwfmy1998
37	hxwfmy2000
38	hyahaoju01
39	hyahaoju02
40	jinjiangfeida18
41	katzaqualityproducts
42	kongko_57

43	krutinsky
44	ktaidelf
45	kunpengzhn
46	lazycorner
47	legostart
48	lobery-hk
49	love-colors
50	lovelyshop09
51	lqv4922
52	lucky_clover888
53	luomeikit
54	luxudesign
55	macici
56	mihn 35
57	morningneww
58	mxx-0829
59	ngtrant-21
60	oubofengchi2017new
61	pitebtnwn99
62	qianlishop
63	qing212
64	rdkjsunnyshine1992
65	rgmkke
66	right4u2018
67	righthere4u2016
68	sanyaashalumta
69	sdkg5030 9
70	shaimei
71	shihengtradx
72	shinelylly
73	shipinshijie2020
74	shipx2013
75	shmewin
76	shmksm
77	shoppingforfashion
78	shshmei
79	smallbridgeay
80	springthawu002
81	starsm19
82	sutstany.68
83	teieas
84	thinkingtedi
85	thinkingtimeb
86	tianchuangbuild04
87	tie209690

88	tingfengtech017
89	tingfengtech2019
90	tjsyforfun2021
91	tk2d-83
92	topdream.toys
93	toycity-01
94	toycity-02
95	toycity-03
96	toyschina2011
97	tzema-sagi
98	undercontrol2014
99	unique-belt
100	us shop toper88
101	wangmingli3694
102	weiweiby69
103	wgsuyknc
104	whensoever
105	wigmeilishizhe2020
106	william0221
107	wpwig-62
108	wuzhen568
109	xiaojinchby69
110	xiaotayan69
111	xlsm1510
112	xupeiclothz
113	yamefoto
114	yangsha88
115	yehar26
116	yhyihe
117	yongfashop
118	yongxin95898
119	yzainting1996
120	yzhkjek
121	zhan 5568
122	zhuanyunshop.20
123	zkxq-006
124	zy22379
125	AIRTOME
126	Auston Abel
127	BACJUOPLDArt
128	BACKDROP BOOM
129	BACKDROPS
130	BallZY
131	Bangmu Network
132	bilingouy

133	bionogk
134	bjhzhi
135	bjzcheng
136	bojiqiaobanshichugushannanlumininhanbaodian
137	Cenven
138	ChangweiLi
139	chenpingwangluokeji
140	ColorfulNew
141	Cuckoc
142	Cuizongtan
143	cvvbfgbfg
144	DAPENGSHANGMAOHANG
145	DavidWilliam
146	dawamengmenghua
147	DeQiangDianZi
148	Digerdd
149	Docho
150	dot view
151	DOU-US
152	Dream06
153	duiruijiadian
154	Edumarket241
155	errenxing
156	Fantastic Dream Factory
157	FJWorld
158	Fujianhua
159	GD-fashion
160	GKEN-97
161	Godzilla store
162	Gorillakyle
163	guangzhouranghaoguohangkongpiaowuyouxiangongsi
164	GUTLIFE
165	Hairterest
166	HAITAI
167	henanyingguijiangshangmaoyouxiangongsi
168	hes9weq
169	hongchengjs
170	huanluomaoyi
171	HULIJU
172	Huzhou Zhili Mulli Clothing Co., Ltd
173	ifer
174	IMAHOU
175	intelligentJP
176	Jack Fashionable
177	Jeney Rong

178	jiaxinxiangbao
179	jieyangshaoaifuzhuang
180	JiNanDeHouJianSheGongChengYouXianGongSi
181	JiNanShiZhangQiuQuJiuJiuChongWuYiYuan
182	jinmingshangmaohang
183	jiuchang
184	Jogameo
185	Jonas.xx
186	Jotare
187	JumTrade
188	KAGU
189	kaihuaxianchuanghuihuangshicailiaodian
190	Kakin
191	Lalife Store
192	LEHFUS
193	Levin Art
194	liaohuilong2
195	linyishilanshanquyongbozihuashe
196	L-melo store
197	LYJan
198	MaoMingShiMaoNanQuYaHongBaiHuoShangDian
199	Marery
200	Meifang
201	meixiwanjudian
202	min quan xian yun fei shang mao you xian gong si
203	MIVENCHY
204	Mliuer
205	MPOX
206	MPQNFZD
207	nbsfv c
208	Nelton
209	nuoweishangmao
210	Olalalife
211	Parrot anime
212	PENGHUANMEI
213	Pibaozhejiangdaheng
214	qifan hair
215	Qiger
216	qixiamaoyi
217	QUANSHENGFU
218	QuanwenFu
219	QuYangShengDianQiDian
220	QYMKTR
221	Resevved
222	ruiqiemaoyi

223	RUNBAOYUFU
224	Rusiaju
225	SafelyUS
226	ShanDongDingHaoJianZhuZhuangShiGongChengYouXian Go
227	SHENGHUASHANGMAOJINGXIAOHANG
228	Shenzhenshimingchentongdamaoyiyouxiangongsi
229	shouyujinkai
230	Shu lcus
231	Sqin store
232	ssultier
233	Starry Boutique
234	suiningxianzhanzhiwujindian
235	Sunflowerrrr
236	Sunny rainy day
237	SZYDD
238	Tongkaing
239	Umerit
240	URANGEL
241	voenls
242	wangwangwangluokeji
243	WangWuShangMao
244	WayTopp
245	Wending stanley
246	WGWSH
247	XIAMENGLUXIANGBAODIAN
248	xiamenshipinjiachenghongzhuangxiugongchengCo. Ltd.
249	XIANHUAZHU
250	XIXI89
251	XLeyebrows
252	yan mengrong
253	YARIVI
254	yazhenshangmao
255	ygnjholiuer
256	YINHUIHANGMAO
257	Zerlinda-US
258	ZHANGJIEXIONGBATIAN
259	ZhihongMa
260	ZhongZhuang
261	ZhuChengShiMingHongDianQiKeJiYouXianGongSi
262	ZooYi
263	ZXTPJGJA
264	聿为
265	0033 Store
266	addfft44 Store

267	Ainime Store
268	Aipin Block Store
269	AIPIN Store
270	Amelie
271	Angelbaby Store
272	Anime Fun
273	anime zone Store
274	Anna & David's Store
275	A-X Store
276	baby teeclub Store
277	Bao Ting Store
278	beautiful gifts Store
279	BEIYE TOY Store
280	BestToys Store
281	Birthday candys Store
282	Boutique goods quality shop Store
283	Brave Newworld Store
284	chence Store
285	Chengke Toys Kids' Lover Store
286	ChildhoodMemory Store
287	Children Sweet Home
288	Children Tootees Store
289	City Of Stars Store
290	Cozy Corner Store
291	Demi's Toy Store
292	Discount Shopping
293	Dorami Plush Store
294	douzi toy Store
295	DPP10 Store
296	dreamcastle Store
297	Elly's Store
298	Ever Friendship
299	EWAY Technology
300	FINN Yang's store
301	Fitti Store
302	floatinthetoy Store
303	ForKid Store
304	Fourtry Store
305	Fun For You Store
306	FunFun Toy Store
307	FuYi04 Store
308	GFUITRR Design Backdrop Store
309	Good Toy Store
310	haee toy Store
311	hai bao Store

312	HAI TIAN Store
313	hai xin Store
314	HangZhou Zhen Yang Store
315	Happy & Fun Kids Toys
316	Happyness Wonderland
317	HeTianXia Store
318	Hi Toy Store
319	Idoll Store
320	infant drop shipping Store
321	InMemory Official Store
322	InMemory Photography Factory Store
323	IWinner Store
324	JayZZ Store
325	KANICE Store
326	Kidlove Store
327	Kids Costume's store
328	KINDOM Store
329	L&L Parent Child Outfit Store
330	Leconi Toy Store
331	lovely home
332	Luck Rabbit Store
333	Miniko Store
334	mytoys Store
335	Nituyy Maternity Accessories Store
336	OKALLA Toy Store
337	Our Case Group
338	pa pa ful Store
339	PonyoCabin Store
340	Pop pattern backpacks Store
341	Proudness Store
342	Quality Product Store
343	RC 1979 Store
344	RC Building Blocks Store
345	RC Future Plush Store
346	RIMU Toy Store
347	ROHOUDA MODEL TOY Store
348	rongzou Store
349	Sawyer Store
350	seamlessbackdrop Store
351	SELLWORLDER BOSBOOS Store
352	Sensfun Backdrop Store
353	Shop1113240 Store
354	Shop2659064 Store
355	Shop4050014 Store
356	Shop4507107 Store

357	Shop5119133 Store
358	Shop5369039 Store
359	Shop5784673 Store
360	Shop5789448 Store
361	Shop5870044 Store
362	Shop5870900 Store
363	Shop5878575 Store
364	Shop5881018 Store
365	Shop5881904 Store
366	Shop5890851 Store
367	Shop5891769 Store
368	Shop910331366 Store
369	Shop910559192 Store
370	Shop910567346 Store
371	Shop910610013 Store
372	Shop910671016 Store
373	Shop910689004 Store
374	Shop910716086 Store
375	Shop910718115 Store
376	Shop910728075 Store
377	Shop910776007 Store
378	Shop910863009 Store
379	Shop910882017 Store
380	Shop910901050 Store
381	Shop910914006 Store
382	Shop910922015 Store
383	Shop910949011 Store
384	Shop910957034 Store
385	Shop910958049 Store
386	Shop910959005 Store
387	Shop910991052 Store
388	Shop911037031 Store
389	Shop911054185 Store
390	Shop911062166 Store
391	Shop911065175 Store
392	Shop911067152 Store
393	Skylessshine Store
394	Souwan Store
395	SSFZ Store
396	Stripezebra Store
397	Sunshine-Two Store
398	Superbaby Clothes Store
399	The Toy Store
400	Ting Bao Store
401	TooToys Store

402	Toy Gardon Store
403	toysbar Store
404	toyscamp Store
405	t-shirt08 Store
406	t-shirt11 Store
407	UDoll Store
408	VIPKID Store
409	VVKID Store
410	waw 233 Store
411	We Have Everything Store
412	Well-being shop Store
413	WeToys Store
414	wuhhawohha Store
415	wuhhawohha01 Store
416	Xi Bao er Store
417	Y D Store
418	Y2 outdoor
419	Youandzi Store
420	Yoyou Store
421	YUTONG Store
422	ZD02 Store
423	ZHAN BAO ER Store
424	ZZONEKID Store
425	Zzzz toy Store