

**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-001630

Judge Gary Feinerman

Magistrate Judge Jeffrey Cummings

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, 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, 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 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. eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Amazon Payments, Inc. ("Amazon"), ContextLogic, Inc. ("WISH"), Alipay US, Inc. ("Alipay"), and its affiliated companies


and affiliates, and Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHgate.com, DHPART, DHLINK and DHPAY (“DHgate”) and its related affiliates and entities 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 eBay, PayPal, Amazon, WISH, Alipay, and DHgate 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 “2019top-tore. 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 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: 4/23/2021



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	2019top-tore
2	anjgot-36
3	aruna_sons0
4	best.choice.for.you.886
5	hk-cosplay
6	hot.deal.us.888
7	kamadu6096
8	kasam4388
9	kidsempire
10	penstgxianvjng
11	piaebya169
12	sazacshop
13	starsm21
14	sun_house_hau
15	truno.store.88
16	vkog7971
17	weiais12
18	xaojityhby68
19	xinaakvucu
20	zhangf48
21	zxy-72
22	2563172934
23	All-purpose hardware
24	EuniceQuennelcMwCe
25	fanxiaojuan870625
26	fengshibushi
27	Gaoxiaofeng147258
28	guanqingli
29	guirongfang29
30	Hanyue426
31	Heyday Beauty
32	hsj20200520
33	liangweijie88
34	lichenglong521030
35	limengru4678
36	lishusheng8563569
37	Liuchuang12332
38	LiuJiaTian02
39	liulanying888
40	liumingdong58856
41	lizheng5566
42	longyongfei711882456

43	luxianqiang0749
44	mafengqin159357
45	majingrui62
46	Nuifauisfhiud
47	qixiuzhen131
48	qtcjcc1
49	qzy12345
50	SAC A DOS
51	shenxinxing0828
52	shitoutiaosu
53	shiyani0016
54	silksart
55	siqintu7011
56	songkejing0929
57	tangmengshuai5674399
58	Tzz1998809
59	Vannang
60	wangjinli2973
61	wangwenjing8891
62	wangying4645
63	wangzhongmin66058
64	yangjianbin123
65	yunliemaoyi1681
66	zhanghongtao110
67	zhangtiantian666
68	Zhangxiaohui223
69	zhaoqian366
70	zhaoxiaona524118
71	Zhengxiqian12323
72	zhujunji
73	zhunana1231
74	zuyunrui0852
75	A lime
76	Adier
77	AEON•ZX
78	Apdkei
79	Baodan93
80	BBALONG
81	Bedlinings
82	BeiManJiaoYu
83	Book Zone store
84	Brentttttt
85	Cactusus
86	CDDXWA
87	chizhouluochenguojimaoyiyouxianzenrengongsi

88	chongxiangshangmao
89	chuangzeshangmao
90	ChuiRui
91	conghu
92	Cute treasure
93	dianxunj-yi
94	dog star
95	dongtaishiyuemingsenpinpaicehuayouxiangongsi
96	elegy
97	enshishimufanxinshangmaoyouxiangongsi
98	funnyfly
99	Gaolan Auto parts
100	GD-Tshirts
101	GoldenUS
102	grehy
103	guzhenxianchengguanlaotongguanroujiamoxiaochidiaN
104	GZZXW
105	hailingshangmao
106	HAITAISHANGMAO
107	hangzhouzhonglelejiankangyouxiangongsi
108	HANLINBAIHUODIAN
109	hcdzsw
110	henanzhengzhoujiuzeyouxiangongsi
111	heyambaoshangmao
112	heyiriyongpin
113	HibiscusNB
114	Huimer Rong
115	iaoyuan
116	J_MCT
117	Jack horse
118	Jehadismknown
119	Jikasifa-US
120	Jingjiang Xiekang Trading Co., Ltd.
121	jiutingwenhuachuanboyouxiangongsi
122	JJLZS
123	JLLNB
124	juedu
125	kaihualantingwanzuyudian
126	kaihuazouxiaopingriyongpinshanghang
127	LAIMISHANGMAO
128	leelei
129	LEIGESAN
130	lingpeibaihuo
131	LIUZHI(Arrives in 14-21 days)
132	LJHNB

133	LLLDN
134	louweikangmgd
135	LQQNB
136	LYXNB
137	ManZhenSaiShangMaoHang
138	miaojiuwangluokeji
139	Minquan County Yuezhuo Trading Company
140	mjdexiaobaihuo
141	MNHERA
142	MOONSOGOOD
143	Never And Ever
144	ONLOCOR Painting
145	OuerJiaqin
146	PENGJINFEI
147	PH's
148	Poprore Toy Home
149	Pu Tian Shi Li Cheng Ou Si Shang Kuai Ke Kuai Can
150	Pujiang Na Miyi E-Commerce Co., Ltd.
151	qianfengwangluokeji
152	QianMianyuanshangmao
153	qingbianshangmao SHOP
154	Qingyong Network Technology Co., Ltd.
155	QT19
156	Refasnzpus
157	renguixin store
158	Resign
159	rongoshangmaoyouxiangongsi
160	Rosemary Home
161	SANHAI
162	SAN--MING
163	SanYaYiChengShangMaoYouXianGongSi
164	Secretarygll
165	Shangfeiguang
166	ShangHaiKeQuShangMaoYouXianGongSi
167	SHANGQIURUIYUNWANGLUOKEJIYOUXIANGONGSI
168	shanxianmeikejiyouxiangongsi
169	shengtaiwangluo
170	shilixiaouwenkangyiyuanguanliyouxiang
171	SHULEEQ
172	Small speakers
173	Sweetheart Home
174	Tang Linbo
175	TDYKSM
176	The quasi
177	tlxiaobaihuo

178	Varenka
179	VEEKADES
180	wangrushangmao SHOP
181	Watercolorpen
182	Weiran Rong
183	WWJHNB
184	xiaokangdian
185	xiekongxian8159
186	Xinghong SHOP
187	Xinhuaiyin Market Boyang Computer Store
188	xinyishiyuangaoshangmao
189	xixixixihqga
190	yangsongqin6044
191	yangyangwangluokeji
192	YanTaiFaJinShangMao
193	Yan-Yan-us
194	yiererwangluo
195	yigekeji
196	YMXGZSHOP
197	YONGZHEWUDI
198	YSKQDQ
199	yueqingshizhongtuomujuyouxiangongsi
200	Yunuo office supplies
201	YZWDTX
202	ZheJiangHongYueMaoYiYouXianGongSi
203	zhengfeiwangluokeji
204	zhengyancangshangmao
205	zhengzhounuanxiushangmaoyouxiangongsi
206	zhongqiandianzishangwu
207	ZHUMENGRUI
208	zxkj
209	慕铭电子商务
210	321 Store
211	AbaytenToy Store
212	Affordable backpack Store
213	Anime Fantasy Store
214	Autosmarter
215	Beautiful Rave Party Store
216	Birthday Party Balloons Store
217	Brilliant Cheerful Life Store
218	Childrens Fun House Store
219	Colxing Store
220	DePhoto Official Store
221	Elitesun Store

222	F58 Store
223	FunParty Store
224	GHH.8 Store
225	Goocheer Official Store
226	Grizz & Ice Store
227	H Casual Child Clothes Store
228	happyparadise Store
229	HealthHome Store
230	H-shop Store
231	Irene Q Store
232	JSYS 01 Store
233	legoing Store
234	LGYC PLUSH-TOY Store
235	Lucky w
236	Lyavshi Backdrops Store
237	Miniup Store
238	Mirical Kids Toy Store
239	Nanaa ww Store
240	NitreeBrand Store
241	Party&Birthday Rave Store
242	PARTYGUYS Store
243	Scopiso Backdrops Store
244	seekpro backdrop Store
245	ShenZhen Outstanding Flagship Store
246	Shop1034393 Store
247	Shop3207166 Store
248	Shop5420118 Store
249	Shop5483143 Store
250	Shop5617267 Store
251	Shop900246508 Store
252	Shop910334161 Store
253	Shop911024008 Store
254	Shop911140178 Store
255	Shop911189086 Store
256	Shop911190046 Store
257	Shop911194237 Store
258	Shop911223089 Store
259	Shop911251085 Store
260	Shop911262222 Store
261	Shop911414371 Store
262	Shop911414661 Store
263	Shop911422454 Store
264	Shop911424180 Store
265	Shop911424353 Store
266	Shop911426152 Store

267	Sifire toy Store
268	SUTAIBAI backdrop background Factory Store
269	Swallow Store
270	The Global Best Selling
271	The road to happiness Store
272	ToysAce Store
273	Tshirt Boys/Girl Baby Store
274	V8 Store
275	WHITEQ1 Store
276	WT01 Store
277	YAYB Party Store
278	ZBS E-Commerce Co., Ltd Store
279	alpharettagate
280	annarbormall
281	atlantagate
282	bailixi09
283	battlecreekmall
284	caddiagate
285	dhgate_store_01
286	dhgate_store_03
287	dhgate toys a
288	dhlemontree
289	duckbillmall
290	Fitchburgshop
291	floragate
292	Hoodystoois
293	Hy_garagekit
294	Hy_puzzles
295	Hy_toys
296	Jcq004
297	kalamazoomall
298	liuliuwh
299	Ludingtonmall
300	mingzhehao
301	monroemall
302	Nice8688
303	Peabodyshop
304	qianeyes
305	romegate
306	waycrossgate
307	Weizhensan
308	whatsyourdh
309	xiaoji xiaoji
310	Yanqin06