

**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-00918

Judge Charles P. Kocoras

Magistrate Judge Gabriel A. Fuentes

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 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 the 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. PayPal, Inc. ("PayPal"), ContextLogic, Inc. ("WISH"), Alipay US, Inc. and its entities ("Alipay"), and Heguang International Limited or Dunhuang Group d/b/a DHGATE,

DHgate.com, DHPort, DHLINK and DHPAY (“DHgate”) 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 PayPal, 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 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 “13071860213 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 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	13071860213
2	96chunhua
3	AAAWWWW
4	adrianstore
5	Ailin84Li
6	akye008
7	AlvarezEE
8	amusing T-shirt
9	Anime Clock World
10	be smile
11	beautiful boy
12	bluesshape
13	bolin2019
14	chenxiuying1121
15	chenyanna
16	cherrpopo
17	china datang store
18	cmx0001
19	Dance On Little Girl
20	drgehetjej
21	dudongqin366
22	dunshanggift
23	EEFGHNC
24	enjoying the life
25	ewreer
26	fedgsd
27	fightingecommerce
28	Fun Wind
29	gaoliangwen520
30	gaoxiuli6685
31	Gogo E-Commerce
32	gshjedx
33	gtotxing
34	guangzhoudadaozhong
35	gugang
36	houyushen668
37	hruix
38	huangxiao33789
39	huasai123
40	iiiuhh
41	InfinityInvertiones
42	jiangfei01

43	jiweiguo66058
44	JR
45	kungsic
46	LIJUAN SUM
47	liminminli
48	linhongzhi
49	lishuying888
50	magic cosmalls
51	maojunping
52	maqag1
53	Melanie Lewis
54	miweishangmao
55	oldtimes
56	orangebinjiang
57	Orangekaihua
58	pinksister1
59	pqunqunp
60	Ronald Cotton
61	shenjimei205501
62	smeasheshvqv
63	So Funny Store
64	Streetline
65	SWEET OEANGE 3
66	sweet orange 2
67	Sweet17
68	taseyrhnqe
69	teighdeeshnneowo
70	theahearellsy
71	TIANYUXIEZI
72	tluq044lili
73	top1store Jiang
74	Toy Story
75	Trina Villines
76	wangfajun6688
77	wangwenjun008
78	wangxianhui6688
79	WGHZ Team
80	WJQ wholesale Co.,Ltd.
81	xaxi8888888
82	xekru668
83	xfnmk337
84	xiadongzhu1542
85	xiamingzhu1042
86	xianxuenan9653
87	Xiao Zhang X

88	xuzhipei
89	Yanglang1992
90	yangyaqun666
91	yingiang
92	yuyang1314520.a
93	YY88
94	zanghuade4113
95	zengyiping520
96	zhandsfdsh
97	zhanghong110717
98	zhanglinghao123
99	zhangyujian112233
100	zhaoguifang3924
101	zhaoman3567
102	000 Store
103	777 Party Store
104	Acejoker photography backdrop Store
105	Aliyy Store
106	Alkaid Store
107	Ametoys Dolls Store
108	Animation Fans Store
109	animecollection Store
110	Asia Lucky watch house
111	Baby pink Store
112	Baby Too Store
113	babymama Store
114	Backdrop Designs Store
115	Balloons party supplies Store
116	bantongshui Store
117	Baskeloon Factory Store
118	BB life Store
119	Beare Party Store
120	Best Baby Toy Shop
121	Black Man K Store
122	Brilliant Party Life Store
123	Brilliant Party Store
124	C party Store
125	Canrulo Official Store
126	CFKJ Toy Store
127	chanchanbaby
128	CherryBaby Store
129	Colorful Wings Store
130	Colour Decoration Shop Store
131	Colovely Mascot Costume Factory Store
132	Crystal Technology

133	DDU-DU Store
134	DE-personal healthy Store
135	DKToys Store
136	Drop-Ship Store
137	Dropshiper Toy Store
138	EBOER Store
139	Ee Party Store
140	Emgrand Technology Co., Ltd.
141	FaFa Party Store
142	Fantasy Party Store
143	Featured Toy Store
144	Free baking mold shop
145	Future Stars Plush Store
146	Gfuitrr Backdrop Store
147	GFUITRR Design Store
148	GIHOO balloons Store
149	GKSKY LuxuryBrandCase4 Store
150	Goocheer Baby Store
151	H Party Store
152	hi, baby Store
153	HJK-Aprons Store
154	Honji Toy Store
155	iBaby Store
156	InMemory Backdrops Store
157	It Is An Awesome Toy Store
158	iToy Factory Store
159	Jeach Festive Party Supplies Store
160	JessicaBabyShop Store
161	Jianghongfeng Store
162	JJ Party Store
163	Joy-Custom Store
164	KidFun Store
165	Kids Funny Store
166	Kingsound Store
167	Kitty Store
168	lalunas Store
169	lanbaoer Store
170	Lenny Lemons Store
171	life babies Store
172	LNH Store
173	Madou Store
174	MDORA Store
175	Mi 3 Store
176	Michelle's Home
177	Mtrong Te Party Supplier Store

178	Nituyy Official Store
179	OceanBaby Toy Store
180	onetwothree Store
181	Party Balloon
182	Party Celebration Store
183	Party Decoration Balloons Store
184	Party goddess Store
185	Peanut Store
186	PHLUMY Party Factory Store
187	PHOTURT Backdrop Design Store
188	Photurt Professional Backdrop Store
189	plush toy best Gift
190	Poetry&Dew Store
191	Pudcoco Baby Clothes Store
192	puzzle blocks
193	Puzzles Decent things Store
194	QiGuJin Store
195	Sakana Store
196	sensfun Official Store
197	Shine World Party Store
198	Shop3114007 Store
199	Shop3675037 Store
200	Shop4873033 Store
201	Shop5134078 Store
202	Shop5369231 Store
203	Shop5716118 Store
204	Shop5718116 Store
205	Shop5797448 Store
206	Shop5836319 Store
207	Shop5873988 Store
208	Shop5883799 Store
209	Shop910361400 Store
210	Shop910364294 Store
211	Shop910449114 Store
212	Shop910455180 Store
213	Shop910570214 Store
214	Shop910722114 Store
215	Shop910747152 Store
216	Shop910944007 Store
217	Shop911036036 Store
218	Shop911040137 Store
219	Shop911052220 Store
220	Shop911106020 Store
221	Shop911118025 Store
222	Shop911121003 Store

223	Sky Bessner balloons Store
224	Specially party Store
225	Spuerstar Party Store
226	Starfirefly Store
227	Sumory Store
228	Sunny Wonderland
229	Sunshine Baby ^_^
230	Supery Party Store
231	Susan Toy Universe
232	SUTAIBAI photo background Store
233	SUTAIBAI photography backdrops Store
234	TC Makeup Organizer Store
235	Thanks Party Store
236	The A Store
237	TOLOCO mascot Store
238	TOPSKIDS Store
239	Toy Funs Store
240	Toy Mart Store
241	Toy Zone Store
242	ToyHut Store
243	TOYSCLUB Store
244	UjumpToys Store
245	We All Need Toy Store
246	Wonderfully Store
247	WonDo Store
248	Worth and Worth Store
249	XH168 Store
250	xiaji Store
251	xiaoyu Store
252	XO01 Store
253	Yeah Baby Store
254	Yeah!Baby Store
255	YiWu party Store
256	YYTshmily Store
257	Zeaili Store
258	Zeali Factory Store
259	Zhejiang Tongmeng Global Trade Co.,Ltd
260	zxc001 Store
261	Aidediandi
262	aifangfang
263	Bailixi05
264	Bailixi06
265	beautifulworld888
266	beenling
267	Boyixieba

268	brand140
269	brand141
270	Buyer5678
271	cartoonkingdom
272	comeonboystores
273	Cong06
274	contessao
275	Dhgateqingshop
276	dhschancloth
277	Dou006
278	dream198
279	duoduosdhgates
280	Fangfangshajingling
281	feiyong2315
282	freedom1688
283	gl8888
284	Godblessui
285	Goideartime
286	goodfaithmall
287	Hallowxmas2020
288	Happinessfactory
289	hy_telecar
290	ideardhgedh
291	Jiao03
292	Jiao09
293	jjfjallravens
294	joliannoo
295	Joy toy
296	kidcostume
297	Long08
298	Long09
299	longyuuies
300	luo07
301	Luo08
302	luolikang
303	maeloveuu
304	make03
305	micandy
306	moneycosa
307	Mouse_tailjuice
308	Musuo05
309	myvaritystore
310	Nickyong05
311	Nickyong06
312	olpsuas

313	qingqinglvshan
314	qingqiuxiaoqian
315	qiyuan10
316	quanfengrun
317	roomtengso
318	Shanye07
319	shenping01
320	shopyuiosexes
321	smart-technology
322	topbabyhometown
323	toy1992
324	vonluxedream03
325	walmartdiscount
326	walmartstores666
327	Wedding Supply And Home Decor
328	xunionesa
329	yame73
330	yusimaobu
331	yvonne garden
332	zhongfugarden
333	zqw888