

**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.: 1:21-cv-01971

Judge John J. Tharp, Jr.

Magistrate Judge Maria Valdez

PRELIMINARY INJUNCTION ORDER

Plaintiff, PINK FLOYD (1987) LIMITED’s (“PFL” or “Plaintiff”), filed a Motion for Entry of a Preliminary Injunction against the defendants identified in Schedule A (collectively, the “Defendants”). After reviewing the Motion and the accompanying record, this Court GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction in part as follows.

THIS COURT HEREBY FINDS, in the absence of adversarial presentation, that Defendants stand 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 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; and

d. 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.

2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, WISH, Amazon, (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within seven (7) calendar 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; and

- 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.
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 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 PayPal, Amazon, WISH, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within seven (7) calendar 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, including Defendants' sales and listing history related to their respective Online Marketplace Accounts;

- c. 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, Amazon, PayPal, eBay, WISH, Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
5. Any Third Party Providers, including eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), ContextLogic, Inc. ("WISH") and Amazon Payments, Inc. ("Amazon"), any banks, savings and loan associations, payment processors, or other financial institutions shall, within seven (7) calendar 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 eBay, PayPal, WISH and Amazon 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 from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

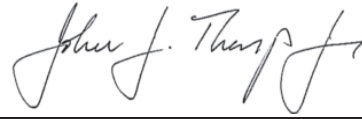
6. PFL may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed. R. Civ. P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website, or by sending an 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 “abimanyun 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.

7. 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 the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.

8. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiffs’ 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).

9. The \$583,000 bond posted by PFL shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

Dated: May 12, 2021

A handwritten signature in black ink, appearing to read "John J. Tharp, Jr.", written in a cursive style.

John J. Tharp, Jr.
United States District Judge

SCHEDULE A

No.	Defendants
1	abimanyun
2	bukatutuplapak
3	vintagclose0
4	123456aikozi
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11	chenying88618
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16	dfsdiisplefrou
17	dingfan123
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22	
23	
24	
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27	
28	gahsuiagtpoas
29	gaoliangwen520
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32	gzfhrsxjrys
33	h4c1uwFF
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37	huanshuansh
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40	HVBSDA
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42	jeya226jeya226

43	jiangjianliang123
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51	Kyrgyz said
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57	litian112233
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62	lovechrist
63	lpsmadhiaoplmx
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74	MALING998
75	maofucui552
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78	musekore
79	Nancen Xiekjo Pudaken
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83	piprintondemand
84	polsdisdussfsf
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100	SWEET OEANGE 3
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102	Venryen Pants
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117	Wuyuan123
118	xaxi888888
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123	xinxiingongzuoshi
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134	yangyue702566
135	yawar2
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142	Zhangqiuyan 950919
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146	zhaoaiqing0808
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149	zhaomengmeng123
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151	
152	zhuchaoqun1990
153	
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155	111 Metal Shop
156	5XCA7J6PEB
157	800 Vintage shop
158	9PXX1YQ33M
159	9UNE2VPEBT
160	AchitAstore
161	Agencysocial
162	Ahmadideas
163	Always wait
164	alwaysshop
165	AM Room Sign
166	AMNCY
167	Amz wall decals
168	Annier shopwindow
169	anshenfuwff
170	Ant88
171	aokdeer
172	Archer Hicks
173	ArtPaintingCoShop
174	Arturo Erickson
175	AS Pub Decor
176	Asteria-Ashley
177	Auburnley Dott

178	aynixitl
179	BAOKUANG store
180	BEIDIDA
181	beijinglanyunbaojieyouxiangongsi
182	Belieber
183	Bestruh department store
184	Bidaly
185	Bigg Kun
186	bihojo
187	BingHoCa
188	BOBO Retro Sign
189	bonayoupinshangmao
190	Bonnie Z. Ribs
191	Brian-eshop
192	Byflymile
193	bzzb
194	Cadabradigital
195	CAHCLYY
196	CaiFaXianXiaoZheKuZuiTong
197	Cakurashike
198	CarolynLusby
199	Cdfuipo
200	cdq023099
201	cgvjgh
202	CharlotteLambert
203	chen bing hong
204	chen wen han
205	Chen20Xiao20xu
206	cheng hua qu ma dou xie ye
207	chengxiangyitihuashifanquzihaoyunyingdian
208	chenyongshop
209	chongqingshengchunyangmaoshangmao
210	ChongYangXianXiuXiongBaiHuoDian
211	Christopher Antiel
212	chuangwangmaoyi1
213	chuxionghongrunfangdichankaifayouxiangongsi
214	Cindy Beeman
215	cirhalf
216	coconut6363
217	Confluence Crafts
218	CQG
219	creamrinhz
220	cspossy2
221	CY972286
222	Cyril Julia

223	Dajun Department
224	DAMASATO
225	datura flower
226	David S Villegas
227	Deyao Department Store
228	dfhb54hgfjnr6uj65
229	dfsfsdf
230	Ding1992Xuanmei
231	Disney-sticker
232	diuesie
233	DOMINTEE
234	ElizabethGravel
235	ENYHomie
236	ErChangBaiHuoXiaoShouDian
237	ES Outdoor & Indoor Sign
238	fanchengquhuawu
239	fdhggfdhfghfgh
240	Feiming Trading
241	FFFFdidi
242	FIRM-CASE
243	FlyInCloud
244	fnliu
245	Forest Mao clothing
246	FoShanShiNanHaiQuLiWanChenBaiHuoDian
247	Fr90ht
248	Freier Fall
249	Funny shirt
250	Funny&Designer Collection
251	FuPingXianMuJinFuZhuangDian
252	FuShan Store
253	g3rgfh
254	GaoXinJiShuChanYeKaiFaQuQiangZiWenWanDian
255	GASUGEM
256	GATUHEE
257	gerfege
258	ghrgrfl l
259	gsa6a6s
260	GuangGu
261	guangxibaodengjiancaiyouxiangongsi
262	guangxixingxiaojiaawangluokejiyouxiangongsi
263	guangzhouchenchengshangmaoyouxiangongsi
264	GuangZhouJiuGuJianZhuKeJiYouXianGongSi
265	GuangZhouKeShuYiLiaoYouXianGongSi
266	guangzhouminxiangwuliuyouxiangong si
267	GuangZhouZiDongMinShangMaoYouXianGongSi

268	Guillermo Guel
269	guizhoulinfengxinmaoyiyouxiangongsi
270	guo7
271	Guvicinir Store
272	Gygywj
273	Haloude
274	Hamolis
275	HANDAMAoyi
276	Hangdi-US
277	hangzhouxinyijiaochaoshiliansuoyouxiangongsi
278	hangzhouyimatongtiaomakejiyouxiangongsi
279	Hardworking building materials
280	Harryrburns
281	Hateless
282	Hawud Bunfield
283	hefeijunchiwangluokeji
284	HeNanOuSuDaWangLuoKeJiYouXianGongSi
285	Hexxi-us
286	HEXT
287	HGLZC
288	hjpgsyu
289	hlj552792
290	HLPbabysbreath
291	HongJiaShangMaoYouXianGongSi
292	hongyuanxinrong
293	Hope and Dream
294	HouDingDingsa
295	Hrelada
296	hrs089643
297	hse85eds5
298	huangdongxia
299	huangjianweidiyigedian
300	HUANSTORE
301	HugeRetail
302	hunanweimazhinengjidiankejiyouxiangongsi
303	huxiuu
304	hwsdgnetcxbadf
305	Hyun Lim Jung
306	licang Food
307	Janet Orzech
308	Janice Mill
309	Jason Paigei
310	JefferyAQuiro
311	jianyushangmao1
312	jiaomeimuyinghuli

313	JiaoZhouShiHuaiYiHengNongChanPinShangDian
314	Jiayi store
315	JiDen
316	Jieko Co., Ltd.
317	jjgikbgsafd
318	JiNanShengMeiShangMaoYouXian
319	jingtaixianzonglinwujinpifabu
320	JingyeConstruction
321	jiuquanhongxinwangluokeji
322	JODELI
323	John Knorr
324	Juan Alexis
325	K7SIYOXISG
326	kaichenshengwukeyi
327	kara mcmonaglee
328	Karen Frisell
329	Katie Legg
330	KGSPK ART DESIGN
331	KHONG THI LINH
332	KHRHVS1XI0
333	KOZHO
334	KP Hot
335	kubnmushengdianzi
336	langhuahai2352
337	Langshe Trading
338	lanyMeo
339	LAUTEN
340	Lessthan
341	LF-DML
342	lianchengxianweixinneibaihuodian
343	lichengqulexiaobaihuodian
344	LiChengQuMiLiMiFuZhuangDian
345	Lilyland
346	LinHaiShiManYueGuoJiMaoYiYouXianGongSi
347	linyishilanss
348	Lizhen Art Gallery
349	ljb store
350	loanpt
351	LOIUS YNA
352	Lolatude
353	longshaquyiniuxingbaihuoshangdian
354	longtuwangluokeji
355	LOUISE BURKE
356	Lovely Girl
357	LQ21

358	lqq1art
359	Luckyday Shop
360	LuckyUNN
361	Ivyuanlvhua
362	LYYTUM18
363	Magchao jewelry Co. LTD
364	Mainstream talent
365	Maldora LLC
366	MaryEIsckllen
367	Marylou Wehmeyer
368	Mashaji
369	MC941
370	mcpitee271
371	medieval
372	MENcoolshirts
373	mengshengbai
374	Mgt2K5j6G
375	Miamimarketer
376	MichaelTGarcia
377	Midland Warehousing
378	MIGAGA-DESIGN
379	Mingqin hardware store in xifeng district
380	Miss Fantasy's store
381	Modaozushi
382	Monica263ed
383	mreason
384	Mural and Poster
385	MY1500
386	NAI CHENG
387	naklfshufkasdahgdyh
388	NANA Wall sign
389	NATANO
390	nathan schnitkerr
391	NextWhat
392	NGBVS
393	ngcanjinch
394	NicholePHutsel
395	NINEONE
396	Ningxiang Shabu Network Studio
397	Ningxiang yong Yin bear department store
398	Omega Technology
399	OO SANA NUNDCV
400	OP Outdoor Decor
401	opsmsd
402	Paige Lejeune

403	paqianghuzhuangshigongcheng
404	Paradise-us
405	Parker Godwin
406	PDSCEG2O3A
407	PENGHUANMEI
408	Philip Sapir
409	pipihou (shanghai) shipinkeji
410	Pleasure Iron
411	PM Wall Art Decor
412	Posters supermarket
413	postertx
414	PrintCrate
415	PS Outdoor Decor
416	puchengxiansuoyubaihuodian
417	PunkSkull
418	Putian city chengxiang district mansha beauty shop
419	putianshiguoranyouyuemaoyiyouxiangongsi
420	PuTianShiPingTingMaoYiYouXianGongSi
421	PZYLO
422	QIMING SHIPPING
423	Qin8 store
424	qingdaodayuewangluokejiyouxiangongsi
425	QingDaoHuaiGuiShangMaoYouXianGongSi
426	qingdaosakelinashangmaoyouxiangongsi
427	QingDaoZhenPengYiShuZhuangShiGongChengYouXianGongl
428	qingsongzhijia
429	QinHanXinChengYangLinBaiHuoDian
430	qionghuaguan
431	Qitiner-us
432	Rainbw Mall
433	Rcardsigns
434	Rearoiyrl-CA
435	Reiaxk-US
436	RJ-HCO
437	Road to growth
438	Robao tools
439	ROMANRIC
440	Rosalind Home Furnishing decoration
441	ruandongxu
442	Ruian Wangrui Luggage Co.,Ltd.
443	Ruidao Trading
444	ruifangdianzichanpin
445	Ruiliang store
446	runfanggongyipindian
447	sagogo

448	Sailin Trading Company
449	Salaly
450	Samuel C. Bertini
451	sanhuanchenguanxi
452	SCQ55X439
453	sczfdgfyti
454	SEE YOU!
455	sensitives
456	ShangHaiXiRuoShangWuZiXunYouXianGongSi1
457	Shanxian-Go
458	ShenYangShiDaDongQuQiTeXieMaoDian-
459	shenzhenshilangerxingkejiyouxiangongsi
460	Shuangshengkechuang
461	Shunda Electric
462	shzMSFun
463	SICHYUAN
464	Simon-Stark
465	Sinful flower
466	SJX0P
467	sjzzfangdan
468	skytianaa
469	Sobilar
470	SOHAMUG
471	S-paw
472	Star Co., Ltd.
473	Star Lucky
474	SunJianNanL
475	TaiAnShiTaiShanQuTangBaoBaiHuoDian
476	Taishaonessdfbgfd
477	Tanchao
478	Taste Department Store
479	Teered
480	Terynina
481	tianningquxiaochidian
482	Tiansan Department Store
483	TianSW
484	Tie Guanyin
485	Tinbra
486	tomatoman
487	Tommy Archie
488	TONYSTAR
489	Toshiko-M
490	Treasun
491	ttengfei
492	TzKJ

493	UCOOLE
494	UI Novelty Sign
495	uomitiansgd
496	URDHFBHD
497	Vicky Vandenberg
498	ViralTee
499	Voolder
500	WallArtStore
501	Wander co
502	Waneyne
503	WangzyYX Home
504	WeiFangLiYouJianZhuGongChengYouXianGongSi
505	Weifu Department Store
506	WenZhouShiLuChengQuDieTaBaiHuoDian
507	wincan
508	WJ Garage Decoration
509	wojiang wallart
510	wuchengqiu7186
511	Wudi County Rongqing Department Store Retail Store
512	wufumingchahang US
513	WYQ Metal LOGO
514	XFCAP
515	xfcgewqw
516	XiaMenJuMuMaoYiYouXianGongSi
517	xiamenxuxunyunmaoyiyouxiangongsi
518	xiandongbamaoyi
519	xianshiyantaquanxiabeishangmaobu
520	xianshiyantaqubixuankeshangmaobu
521	xiaohuishangdian
522	XiaoHuoBan
523	xiaoying70
524	xinchengqujundebaihuoshang
525	xingyihanpanv
526	xionggagongmao
527	YanDing
528	YangHao321
529	yanpingqupidiaobaihuodian
530	yanxiuquanjinxinxikejiyouxiangongsi
531	yanzexi
532	yi gei wo li giao
533	yichemkngjianzhu
534	yilinshangmao l
535	yizhengshi zhenzhouzhenxixiangfengliangpidian
536	YiZhiSop
537	Yousigns

538	YQS30031641
539	YQWp5
540	Yuanbo Education Technology
541	Yuanyue Paper Products
542	yueyangruiyijiajiejiazhengfuwu
543	yuezhengai
544	YuFeng Art Inn
545	yuhanwenhuaguang
546	Yuu serte
547	Yvette Cissie
548	yyoungsell
549	Zachary Burhop
550	ZBS702103
551	zhangjianglius
552	ZhengZhouShiXinShiBangYanJingYouXianGo
553	Zhigongcheng
554	zhonghanbaihuojingyingbu
555	Zhongjia Trading
556	zhongshanquzhoudian
557	zhongxingyuanqiangyi
558	zhoukouyanqimaoyiyouxianzerengongsi
559	ziquing33
560	Zishang-US
561	zcx449039637
562	ZN05bpz8K
563	Zona ffl
564	ZPArHQ
565	ZXQ52PX15
566	ZZ Road Street Sign
567	彤妹妹小铺 502
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