

**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.

Case No.: 1:19-cv-00759

Judge Gary Feinerman

Magistrate Judge Sunil R. Harjani

**FINAL JUDGMENT ORDER**

This action having been commenced by PINK FLOYD (1987) LIMITED (“PFL” or “Plaintiff”) against the defendants identified in the attached First Amended Schedule A and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and PFL having moved for entry of Default and Default Judgment against the defendants identified in the First Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by PFL, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

PFL having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of PFL's trademarks which are protected by 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 Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that PFL's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting 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 permanently 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

PFL 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 PFL 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 Defaulting Defendants' products are those sold under the authorization, control or supervision of PFL, or are sponsored by, approved by, or otherwise connected with PFL;
- 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, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and
- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defaulting 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 PFL Product or not authorized by PFL to be sold in connection with the PINK FLOYD Trademarks.

2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order, shall, at PFL's choosing:
  - a. permanently transfer the Defendant Domain Names to PFL's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of PFL's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of PFL's selection; or
  - b. cancel the registrations for the Defendant Domain Names and make them inactive.
3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as iOffer and Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:
  - a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the PINK FLOYD Trademarks, including any accounts associated with the Defaulting Defendants listed on the First Amended Schedule A attached hereto;

- b. disable and cease displaying any advertisements used by or associated with Defaulting 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 Domain Names identified on the First Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
- 4. Pursuant to 15 U.S.C. § 1117(c)(2), PFL is awarded statutory damages from each of the Defaulting Defendants in the amount up to one hundred thousand dollars (\$100,000), per defaulting Defendant, for willful use of counterfeit PINK FLOYD Trademarks on products sold through at least the Defendant Internet Stores.
- 5. Western Union shall, within two (2) business days of receipt of this Order, permanently block any Western Union money transfers and funds from being received by the Defaulting Defendants identified on the First Amended Schedule A.
- 6. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), Amazon Payments, Inc. (“Amazon”), ContextLogic, Inc. (“WISH”), and/or Alipay US, Inc. (“Alipay”) shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.
- 7. All monies currently restrained in Defaulting Defendants’ financial accounts, including monies held by eBay, Amazon, WISH, PayPal and Alipay, are hereby released to PFL as partial payment of the above-identified damages, and eBay, Amazon, WISH, PayPal and Alipay is ordered to release to PFL the amounts from Defaulting Defendants’ eBay,


Amazon, WISH, PayPal and Alipay accounts within ten (10) business days of receipt of this Order.

8. Until PFL has recovered full payment of monies owed to it by any Defaulting Defendant, PFL shall have the ongoing authority to serve this Order on eBay, Amazon, WISH, PayPal and Alipay in the event that any new accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, eBay, Amazon, WISH, PayPal and Alipay shall within two (2) business days:
  - a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any eBay, Amazon, WISH, PayPal and Alipay accounts;
  - b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
  - c. Release all monies restrained in Defaulting Defendants' eBay, Amazon, WISH, PayPal and Alipay accounts to PFL as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
9. Until PFL has recovered full payment of monies owed to it by any Defaulting Defendant, PFL shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:
  - a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites;

- b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
  - c. Release all monies restrained in Defaulting Defendants' financial accounts to PFL as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
10. In the event that PFL identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, PFL may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 2 to the Declaration of Thomas Schlegel and any e-mail addresses provided for Defaulting Defendants by third parties.
11. The bond posted by Plaintiff in the amount of \$10,000.00 is hereby ordered released by the Clerk to Plaintiff or Plaintiff's counsel.

This is a Final Judgment.

Dated: \_4/17/2019



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United States District Court Judge

**FIRST AMENDED SCHEDULE A**

<b>NO.</b>	<b>DEFENDANTS</b>
1	adrinant27
2	desernawat0
3	enjoyshopping123
4	
5	razienera
6	sar-tirt
7	Shenzhen Waystarz Garment Accessories Co., Ltd.
8	therecal
9	Xianju Xinghe Arts & Crafts Factory
10	zincst0re
11	2015_cahp
12	ab-733382
13	adjianand0
14	ageng786
15	alice_iced
16	
17	alvinni0
18	amandareka
19	amtamtho-0
20	andkur-7
21	ansafitr0
22	aphichirunatebordi-0
23	armanersalad-0
24	avihav_0
25	azmi1989_01
26	bencnwang
27	berkah993
28	bs891455
29	buatoom-337
30	bungatangkai1889
31	cadet.dar
32	camali_0
33	candrnandin_0
34	catubrahman-0
35	cazander_tees
36	charoensutuangs_r_0
37	chawengsamangm-0
38	ciefe_0



39	crespor0
40	cristrop.ter
41	
42	dagobawah
43	danabdilla0
44	dananiswant-0
45	daramanis1
46	datouyo-0
47	de.luffy
48	dedden_1
49	demar82
50	deplop-0
51	destalit_0
52	detdetjan
53	didih0
54	dikifernanda-87
55	dikwaluy-0
56	diolar0
57	diy_by_wani
58	donkusnanda-0
59	dowekobe_0
60	dpapparel
61	duangsakka0
62	edizulhajradh_0
63	ekkachanuanthia0
64	ekputr_38
65	ekramdan-0
66	ettel74
67	fahrnafi_0
68	faiton0
69	faraperma
70	farinyoma0-6
71	fatboy_studio
72	fian49
73	fikrhamza-6
74	finecollection999
75	firzdan
76	fuyumi.blow
77	gain_weight
78	gasmel_0
79	gegutu_mart

80	gey050
81	gilanprakos-0
82	gombaamo-0
83	gomdima0
84	gorengedan_0
85	gunay-0
86	gununmbol0
87	gxpro
88	handriansyah_1989
89	hariya_63
90	harnos_0
91	helmmasr-0
92	hendwa_0
93	hotminiguitar
94	hpbosok3279
95	hudsantos0
96	iddiv_db8gbya
97	ihsafauz0
98	ilmbg-0
99	imamsujon-0
100	imasubawe0
101	imrosidi-0
102	indrasetya
103	indrbg0
104	iondion4
105	ivan_baskara
106	jackshali0
107	jalansore99_5
108	jayabad0
109	jayumon_0
110	jefrcolle0
111	jihagopur0
112	jinggo_sell
113	
114	jodsukar.store
115	jokputr0
116	jonmunawe-0
117	jrdn_clothes
118	jrtanggang
119	jumar_sawiro
120	junhedde0

121	kalungani
122	karyabangsa
123	katiman_48
124	kearo_7
125	
126	ko7354
127	koepra-0
128	kucing65
129	kusnid8
130	landfantasticthai
131	latonysaxto-0
132	leanda_shop
133	lee.shop
134	leideard-0
135	liliisyan0
136	linzhijin0594
137	magicdesigntop
138	maidirawa_0
139	manusuti
140	marangel18
141	margareb.sar_0
142	marliid2015
143	marlomascapa-0
144	masda69
145	maternal_.jr
146	mbadox
147	mbamurn_0
148	mbawado_0
149	melodsyahd_0
150	mitsant-0
151	minajingg0
152	mochistore88
153	mohto_68
154	moilhamkoyu_0
155	monadiri0
156	montmana_0
157	mpracinglook6
158	mr.gab.gold
159	muhamabasor0
160	mulang-97
161	musdi_dinoyo

162	mybigring2
163	nadibg0
164	navaphosornsir_0
165	nemebagu_0
166	nguyelon_40
167	nomi_0_0
168	ns3869
169	okobe_0
170	panguripan525
171	patch_deedee
172	pattayuphramkhon-0
173	perma.ngati
174	phesaw_0
175	phlaphlaid0
176	phuphuchitt_0
177	pillowholic
178	poisoncult0_0
179	pollavich
180	pondok2-26
181	printinghub
182	putrkadir_0
183	qodeefend0
184	
185	
186	rahardiasantos-0
187	rahmasaty-0
188	rahwinarsi-0
189	rebosthh2
190	rejekiturah
191	richargoeorg-0
192	ridiantsaha0
193	riminzhan
194	rinug39
195	rizqdesign
196	rohabdul64
197	rokadama0
198	roneduwu_0
199	rozahadima-0
200	rubeatt0
201	ruebuo0
202	rupajingga18_2

203	safitriindriani_1989
204	sahudia-0
205	saikzuna-0
206	sakkarepkdew-0
207	saputra_store
208	sareure-0
209	satuo41
210	satutiga255_6
211	sbidarbud
212	semialiand_0
213	sepsap0
214	sfec366
215	shasur-32
216	shoima_0
217	songc23
218	storehesti52342
219	sulistymuhaimi0
220	suranie99
221	suttwatt_0
222	sutya-3907
223	suwananaphiboo0
224	suyathudi-0
225	tahbula0
226	taryj.sar-0
227	tata_dado
228	teki-4889
229	tihendrat0
230	tsurumi_ken
231	unagi_taste
232	vinayafifa-0
233	wanla0
234	wantwantha-0
235	wilawi-0
236	xyzdsgn
237	yanngun44barat-3
238	youfa-16
239	yoyo_01-1
240	yudi6328
241	zamranrahmatu-0
242	zarcvintag0
243	aixiaodexiaocho

244	
245	City fashion clothes
246	dear ornament center
247	Decorate life
248	Diamond Painting DIY
249	Emma1214
250	Fashion shoes store
251	gufan fashion
252	guping fashion
253	haiyingmbg
254	Kuni Trade Co., Ltd
255	LingXi
256	liulihua fashion
257	liyingchao
258	New dream store
259	NVC
260	qianyibaishun916
261	shirui668
262	sunxiaoxiong
263	terbiluoer
264	The crazy story
265	TianXiaXingKong
266	tradegogo
267	Urban fashion for everone
268	
269	WarBallista
270	
271	whtbluesky
272	xuguoqiang520
273	yanshimeilibu
274	yyh0908
275	
276	bko8canno
277	Carolyn J. Morin
278	case&bag&cap
279	Deryu
280	DIY-stickers
281	fashionlety-style
282	
283	GBVDHB
284	hat apron

285	hualianghefengshangmao
286	I Like Exercise
287	Innovative Gift Ideas
288	ji jing
289	Led Sign Lights
290	liappo
291	Luckyam
292	Menshowe
293	Niasjnfu Chen
294	Nicola Lou Kit
295	ninifangzhipinyo
296	Ninjz8
297	qiaoanshangmao
298	QZLC
299	Rupde Laert Jerome
300	Sale Shower Curtain
301	sgdgd
302	Tim427Jacob
303	Wu Wanhai
304	XCxcx2c1-1
305	yiwushixiangbaidianzishangwuyouxiangongsi
306	014 patch Store
307	Artryst Official Store
308	Ha's Art Store
309	hongxun Store
310	
311	
312	
313	oranges victory Store
314	phiking Fashionshirt Store
315	XiangRui Store
316	ZWY001 Store