

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DAVID GILMOUR MUSIC, LTD.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 21-cv-0699
)	Judge John Robert Blakey
THE PARTNERSHIPS AND)	
UNINCORPORATED ASSOCIATIONS)	
IDENTIFIED ON SCHEDULE "A,")	
)	
Defendants.)	

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on David Gilmour Music Ltd.'s ("DGML" or "Plaintiff") Motion for a Preliminary Injunction [22], and this Court having considered the evidence before it hereby GRANTS Plaintiffs' Motion for Entry of a Preliminary Injunction in its entirety against the Defendants identified in Schedule A attached hereto (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. 3 924, 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 trademark. *See* [12] which includes screenshot evidence confirming that each Defendant Internet Store does stand ready, willing, and able to ship its counterfeit goods to consumers in Illinois bearing infringing and/or counterfeit versions of the DAVID GILMOUR Trademark, U.S. Trademark Registration No. 3,756,468 (the "DAVID GILMOUR Trademark").

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 Plaintiff's previously granted Motion for a Temporary Restraining Order establishes that Plaintiff has a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted.

Specifically, Plaintiff has proved a *prima facie* case of trademark infringement because (1) the DAVID GILMOUR Trademark is a distinctive mark and is registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use any of the DAVID

GILMOUR Trademark, and (3) Defendants' use of the DAVID GILMOUR Trademark is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with DGML. Furthermore, Defendants' continued and unauthorized use of the DAVID GILMOUR Trademark irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff 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 Plaintiff's DAVID GILMOUR Trademark 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 DAVID GILMOUR product or not authorized by Plaintiff to be sold in connection with Plaintiff's DAVID GILMOUR Trademark;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine DAVID GILMOUR product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the

authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's DAVID GILMOUR Trademark;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing Plaintiff's DAVID GILMOUR Trademark and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear Plaintiff's DAVID GILMOUR Trademark 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, 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 DAVID GILMOUR Products; and
- h. operating and/or hosting websites operated by Defendants that are involved with the distribution, marketing, advertising, offering for

sale, or sale of any product bearing Plaintiff's DAVID GILMOUR Trademark or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine DAVID GILMOUR product or not authorized by Plaintiff to be sold in connection with Plaintiff's DAVID GILMOUR Trademark.

2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as 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 Internet Stores, and online marketplace registrars, shall within ten (10) 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 DAVID GILMOUR Trademark, including any accounts associated with the Defendants listed on 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 DAVID GILMOUR Trademark; and
 - c. take all steps necessary to prevent links to the Defendant Online Marketplace Accounts identified on Schedule A from displaying in

search results, including, but not limited to, removing links to the Online Marketplace Accounts from any search index.

3. Defendants and any third party with actual notice of this Order who is providing servicesv 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 Alibaba, 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 eBay, PayPal, Amazon and Alipay, Alibaba, Western Union, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within ten (10) business days after receipt of such notice, provide to Plaintiff 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, as well as providing a full accounting of

Defendants' sales and listing history related to their respective Online Marketplace Accounts;

- 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, 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, eBay, PayPal, Amazon, Alipay, Alibaba, 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"), eBay, Inc. ("eBay"), Amazon Payments, Inc. ("Amazon") and Alipay US, Inc. ("Alipay") shall, within ten (10) business 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, Amazon and Alipay accounts connected to the information listed in Schedule A hereto and the email addresses identified in Exhibit 2 to the Declaration of Thomas Schlegel; and


- b. restrain and enjoin any such accounts or funds that are Asia 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 of Defendants' Online Marketplace Accounts or websites, shall within three (3) business days of receipt of this Order:
- a. locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts, including, but not limited to, any accounts connected to the information listed in Schedule A hereto and the email addresses identified in Exhibit 2 to the Declaration of Thomas Schlegel; 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. Plaintiff 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.

8. The Clerk of Court is directed to issue a single original summons in the name of "borntorich and all other Defendants identified in the Complaint" identified in Complaint Schedule A that shall apply to all Defendants. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from online marketplace account registrars 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.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on three (3) days' notice to Plaintiff or on shorter notice as set by this Court.
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 Online Marketplace Accounts; and (2) screenshot printouts showing the active Defendant Internet Stores for the Defendant Names (Exhibit 2 to the Declaration of Thomas Schlegel).
11. The \$10,000 bond posted by Plaintiff shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Date: March 5, 2021

ENTERED:



John Robert Blakey
United States District Judge

SCHEDULE A

No.	Defendants
1	borntorich
2	fauzisuliamama-0
3	Amelia Loan
4	angziquyuanmengwudaopeixun
5	aoYZhouKouChiSuShangMouXianGongSi
6	AVA BIRCH
7	Baiyoute
8	baotamajiawanchengyikunbocaimiantiebanyouyutiegu
9	beijingtianzunshangmaoyouxiangongsi
10	bigbig bird
11	Cedar toys
12	Chanl Songtao
13	CHAU TUAN ., LLC
14	chengduyueershengxuekejiyouxiangongsi
15	CHENSHAOZE
16	CHENYIQING
17	ChiQuHuaJunMuYingYongPinDian
18	Chrisnqueen
19	cuiquoqing66az
20	DaLiShiJingJieJiuDianGuanLiYouXianGongSi
21	DanDongShiZhenXingQuXinRuXianHuaGongZuoShi
22	dapengmeifashalongdian
23	DianLeShuoWanJuDian
24	donglaijixieshebeizulinyo
25	Dongxiwen
26	DongYingQuJunLaiBaiHuoShangHang
27	DORYSUHA
28	edwtgerdgyhrtdfh
29	EUY YEG
30	FAN QIUDAN
31	fangchengxianminerbaihuodian
32	Feiwutuisizi
33	Flying Eagle Outdoor
34	GaoXinYuanQuZhaoJingQuanShiZaDian
35	Generic Printly
36	gongyanli0601
37	Grodigalfind
38	guangzhoutianhequtaolishangmaoyouxiangongsi
39	Happy Tee
40	Hefeishibaohequhanwenguanggaoshejibu
41	Henry Orchid
42	HFDHFRUEE

43	hitongchuanqutengdaxiaochidian
44	HopeH&H
45	HouXianShengJingPinLingShiShuiGuoDian
46	HuNanJinJiaJiXieSheBeiLinYouXianGongSi
47	IDEADASSHOP
48	ilianshuixianyajixiaochidian
49	Jeremy Okonek
50	jingpinpuzi
51	jingtaixianxinzhujiganguodian
52	Jingucixilon
53	Kongman Store
54	Lanzhou Zixuan Culture Communication Co., Ltd.
55	LaoHac
56	LDDStore
57	LE VAN THIEP SOM
58	Leanedboughto
59	liangbowan
60	linxiongshuai-1
61	LINYE
62	LongART
63	longtaiquchongaiyishengdongwuyiyuan
64	LuMingtong
65	LXNI
66	MANLYY
67	Mi Sook Kim
68	Moon Milkyway st
69	mutuozhijia
70	Nago town
71	nanjingfu
72	NCJDHFUDJ
73	NeUwi
74	NorthEsther
75	Picturefigureo
76	pingyuanjiancaijingyingzhongxin
77	Qingdao Nasha Home Furnishing Co., Ltd.
78	QingDaoChangTaiShengJinShuZhinYouXianGongSi
79	Sanhefayuemeirongmeifabaihuo
80	Santosa Bay
81	Scarboroughcame
82	sefg6456
83	shalushangmaoshanghang
84	ShangHaiShiPuDongXinQuNanMaTouJieDaoXiangXiangShiP
85	ShanQuXuanShaoDeDanGaoDian
86	shengtang550
87	ShenLong

88	ShenYangShiMaLiTaiZaHuoDian-
89	shenzhenshiwachuangzhifushiyouxiangongsi
90	shiweilin0923
91	soukashangmaoshanghang
92	The herdoel trade
93	Tianlan Shijia
94	tianranwenju
95	TinderAZ
96	TongChuanShiYaoZhouQuLingZhiRongBaiHuoDian
97	vdfggyujy
98	WANGLA
99	WeiZhiXinFangDaQiYeGuanLiZiXunZhongXin
100	XiAnBoLongShengMaoYiYouXianGongS
101	xianshiyantaquaierxiangbaihuobianlidian
102	xianyoushunshunlishaogmaoyouxiangongsi
103	xingchengshiaojaoriyongbaihuoshangdian
104	yanduquyanlongjiedaoqianlixiangjiangnansubingdian
105	yantanjiamejjiahuaazhuangpindian
106	yeziziluo
107	yingkoushixishiqududingbaihuodiancxv
108	ZHANG XINHAO
109	zhangliqingbaihuomenshi
110	Zongzhuorong
111	zye208
112	BLINGIRD Aallin89 Store
113	gong niu Store
114	KuppaShop Store
115	Shop5626248 Store
116	Shop5729206 Store
117	Shop5736170 Store
118	Shop5796633 Store
119	Shop5797127 Store
120	Shop5831239 Store
121	Shop5842180 Store