

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

GAVIN EVAN, AN INDIVIDUAL,

PLAINTIFF,

V.

THE PARTNERSHIPS AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE No. 21-CV-03563

**JUDGE REBECCA R. PALLMEYER**

**MAGISTRATE JUDGE SUNIL R. HARJANI**

**PRELIMINARY INJUNCTION ORDER**

Plaintiff Gavin Evans, an individual (“Gavin Evans”, or “Plaintiff”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores<sup>1</sup> operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS Plaintiff’s Motion in part as follows.

This Court finds Gavin Evans has provided notice to Defendants in accordance with the Temporary Restraining Order entered July 19, 2021 [16] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward

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<sup>1</sup> The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

consumers in the United States, including Illinois. Specifically, Gavin Evans has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing or derivative versions of Gavin Evans's federally registered copyrights (the "Gavin Evans Copyrights") to residents of Illinois. In this case, Gavin Evans has presented screenshot evidence that each Defendant e-commerce 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 infringing or derivative versions of the Gavin Evans Copyrights. *See* Docket No. [11], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its infringing goods to customers in Illinois bearing infringing and/or derivative versions of the Gavin Evans Copyrights.

This Court also finds that the injunctive relief previously granted in the 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 Gavin Evans's previously granted Motion for Entry of a TRO establishes that Gavin Evans has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Gavin Evans will suffer irreparable harm if the injunction is not granted.

Specifically, Gavin Evans has proved a *prima facie* case of copyright infringement because Gavin Evans has shown (1) valid ownership in the David Bowie Copyrights; and (2) copying of constituent elements of the work that are original. Furthermore, Defendants'

continued and unauthorized use of the Gavin Evans Copyrights irreparably harms Gavin Evans through diminished goodwill and brand confidence, damage to Gavin Evans's reputation, loss of exclusivity, loss of control over its creative content, and loss of future sales. Monetary damages fail to address such damage and, therefore, Gavin Evans 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 officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
  - a. using the Gavin Evans Copyrights or any reproductions, infringing and/or derivative copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Gavin Evans product or not authorized by Gavin Evans to be sold in connection with the Gavin Evans Copyrights or copyrighted works;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Gavin Evans product or any other product produced by Gavin Evans, that is not Gavin Evans's or not produced under the authorization, control, or supervision of Gavin Evans and approved by Gavin Evans for sale bearing the Gavin Evans Copyrights;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Gavin Evans, or are sponsored by, approved by, or otherwise connected with Gavin Evans;and

- d. manufacturing, 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 Gavin Evans, nor authorized by Gavin Evans to be sold or offered for sale, and which bear any of Gavin Evans's copyrights, including the Gavin Evans Copyrights, or any reproductions, infringing copies, or colorable imitations.
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. Upon Gavin Evans's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to Gavin Evans expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:
  - a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
  - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial


accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and

- c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active 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, PayPal, Inc. ("PayPal"), Alipay, Wish.com, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon Gavin Evans's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of infringing goods using the Gavin Evans Copyrights.
5. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
  - a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, and/or any seller aliases or e-mail addresses identified in Exhibit 2 to the Declaration of Paul Varley, and any e-mail addresses provided for Defendants by third parties; and

- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.
6. Gavin Evans may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to any seller aliases or e-mail addresses identified in Exhibit 2 to the Declaration of Paul Varley, and any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "Abi Poster Store 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 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. Plaintiff's Pleading(s) Amended Complaint [Docket No. 7] and Exhibits 1-2 thereto [Docket Nos. 7-1 and 7-2], Motion for Temporary Restraining Order [Docket No. 10], and its memorandum and supporting pleadings and exhibits [Docket No. 11] and Motion for extension of the Temporary Restraining Order [Docket No. 18], and its memorandum and supporting pleadings and exhibits [Docket No. 18] are unsealed.
8. 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.

9. The \$10,000 bond posted by Gavin Evans shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

A handwritten signature in black ink, appearing to read "Rebecca R. Pallmeyer", written over a horizontal line.

Rebecca R. Pallmeyer  
United States District Judge

August 16  
Dated: \_\_\_\_\_, 2021

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THE PARTNERSHIPS AND UNINCORPORATED  
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CASE No. 21-CV-03563

**JUDGE REBECCA R. PALLMEYER**

**MAGISTRATE JUDGE SUNIL R. HARJANI**

**SCHEDULE A**

| <b>NO.</b> | <b>DEFENDANT / SELLER ALIAS</b> | <b>MARKETPLACE URL</b>                       |
|------------|---------------------------------|--|
| <b>1</b>   | Abi Poster Store                | aliexpress.com/store/4842048                 |
| <b>2</b>   | 100% cotton T-shirt 180 Store   | aliexpress.com/store/911826450               |
| <b>3</b>   | AMZING LIFE Store               | aliexpress.com/store/911808668               |
| <b>4</b>   | Anna Bags Store                 | anna-bag-store.aliexpress.com/store/2133096  |
| <b>5</b>   | AWE Store                       | aliexpress.com/store/911573308               |
| <b>6</b>   | Beautiful                       | aliexpress.com/store/2186050                 |
| <b>7</b>   | Daxiangxidi Art Store           | aliexpress.com/store/5791805                 |
| <b>8</b>   | Decor & Art Store               | aliexpress.com/store/910560216               |
| <b>9</b>   | Digital World 2230 Store        | aliexpress.com/store/911415060               |
| <b>10</b>  | GaoGeng189 Store                | aliexpress.com/store/911713356               |
| <b>11</b>  | gon niu Store                   | aliexpress.com/store/5062335                 |
| <b>12</b>  | GozLeung Art Store              | aliexpress.com/store/911423160               |
| <b>13</b>  | K&K Print Clothes Factory Store | aliexpress.com/store/911601060               |
| <b>14</b>  | Kavsenraies Factory Store       | kavsenraies2021.aliexpress.com/store/5557168 |
| <b>15</b>  | MoonArt Store                   | aliexpress.com/store/911136274               |
| <b>16</b>  | Ms Xiao Store                   | aliexpress.com/store/5439179                 |
| <b>17</b>  | NNBF Store                      | aliexpress.com/store/911713130               |
| <b>18</b>  | NYtian Store                    | aliexpress.com/store/5366179                 |
| <b>19</b>  | poster boutique Store           | aliexpress.com/store/5068454                 |
| <b>20</b>  | Shop4037040 Store               | aliexpress.com/store/4037040                 |



| NO. | DEFENDANT / SELLER ALIAS      | MARKETPLACE URL                    |
|-----|-------------------------------|------------------------------------|
| 21  | Shop5967009 Store             | aliexpress.com/store/5967009       |
| 22  | Syntecso Funny Store          | aliexpress.com/store/910544428     |
| 23  | YWhomeware Store              | aliexpress.com/store/911716049     |
| 24  | Zanamo Store                  | aliexpress.com/store/911396027     |
| 25  | Zoo Art Store                 | aliexpress.com/store/910569325     |
| 26  | Artwork Covers Store          | aliexpress.com/store/911914036     |
| 27  | Brilliant Art Store           | aliexpress.com/store/910364095     |
| 28  | CX330 Factory Store           | aliexpress.com/store/5065059       |
| 29  | Eric and May Creativity Store | aliexpress.com/store/4501043       |
| 30  | Estmo ART Store               | estmo.aliexpress.com/store/5873751 |
| 31  | Fanshu House Store            | aliexpress.com/store/4435165       |
| 32  | Lover Art Store               | aliexpress.com/store/910904061     |
| 33  | New Artworks Store            | aliexpress.com/store/5584336       |
| 34  | Observer Store                | aliexpress.com/store/1757667       |
| 35  | Oh clothes Store              | aliexpress.com/store/911230007     |
| 36  | Q Lover Art Store             | aliexpress.com/store/5973064       |
| 37  | R8 Global Dropshipping Store  | aliexpress.com/store/911503009     |
| 38  | Shop911066141 Store           | aliexpress.com/store/911066141     |
| 39  | ShopAliaeBdnewfuture Store    | aliexpress.com/store/911654435     |
| 40  | Taurus Art Store              | aliexpress.com/store/911776824     |
| 41  | Winteral Art Poster Store     | aliexpress.com/store/3657009       |
| 42  | YWQH Art Store                | aliexpress.com/store/5589402       |
| 43  | yanhunshangmao                | amazon.com/s?me=AGEOWQFFT7N04      |
| 44  | Bshuiquzhe                    | amazon.com/s?me=A377V80XZH0MW8     |
| 45  | jinxinshengmaoyigongsi        | amazon.com/s?me=AYX5FGCMQFTTV      |
| 46  | Joseph Abramson               | amazon.com/s?me=A3CBV95AOU6ZC      |
| 47  | Oulili                        | amazon.com/s?me=A3SDLPWKMR3OKW     |
| 48  | the_big_poster_house          | ebay.com/usr/the_big_poster_house  |
| 49  | alienprints                   | ebay.com/usr/alienprints           |
| 50  | canvas2go                     | ebay.com/usr/canvas2go             |
| 51  | canvasprints2010              | ebay.co.uk/usr/canvasprints2010    |
| 52  | df-311                        | ebay.com/usr/df-311                |
| 53  | dididaposter                  | ebay.com/usr/dididaposter          |
| 54  | eliiz44                       | ebay.com/usr/eliiz44               |

| NO. | DEFENDANT / SELLER ALIAS | MARKETPLACE URL                            |
|-----|--------------------------|--|
| 55  | ilsor_50                 | ebay.com/usr/ilsor_50                      |
| 56  | j-tees                   | ebay.com/usr/j-tees                        |
| 57  | ke-661                   | ebay.com/usr/ke-661                        |
| 58  | lerkbondarenc_0          | ebay.com/usr/lerkbondarenc_0               |
| 59  | lukreativedesign         | ebay.com/usr/lukreativedesign              |
| 60  | marshi-33                | ebay.com/usr/marshi-33                     |
| 61  | perfectcanvas016         | ebay.com/usr/perfectcanvas016              |
| 62  | pick_your_posters        | ebay.co.uk/usr/pick_your_posters           |
| 63  | printed-products-pro     | ebay.com/usr/printed-products-pro          |
| 64  | purpleheartprint         | ebay.com/usr/purpleheartprint              |
| 65  | scars_on_mars            | ebay.com/usr/scars_on_mars                 |
| 66  | shirt_happens_co         | ebay.com/usr/shirt_happens_co              |
| 67  | spud2907                 | ebay.com/usr/spud2907                      |
| 68  | stitchinkuk              | ebay.com/usr/stitchinkuk                   |
| 69  | tongrease-0              | ebay.com/sch/tongrease-0                   |
| 70  | zhayanshan               | ebay.com/usr/zhayanshan                    |
| 71  | ziluartposter            | ebay.com/usr/ziluartposter                 |
| 72  | zoystatnay_0             | ebay.com/usr/zoystatnay_0                  |
| 73  | annualsd                 | wish.com/merchant/60085f19531067054344e31b |
| 74  | canvasxxxl               | wish.com/merchant/5d3bd9bfe4b65d24411e7d1b |
| 75  | chenyan006               | wish.com/merchant/5ad5982528a2b34d9f4614f3 |
| 76  | cpiut9shop               | wish.com/merchant/5f549556f72abe973e09c484 |
| 77  | Dai Yuchao               | wish.com/merchant/5b0eaad26b93025b8b10c4fc |
| 78  | daijieljl                | wish.com/merchant/5e900cab11809455e1cbfe6c |
| 79  | David Williams43         | wish.com/merchant/5ed2026e1925f655c2822c63 |
| 80  | fkwlfljkdkl              | wish.com/merchant/6062cc7bed4e8c6819ac2de2 |
| 81  | gaojinrou56566666543     | wish.com/merchant/5ffc106900d57eb2b6813de2 |
| 82  | Helena Lease             | wish.com/merchant/5f5339037e6d44a12611c3ce |
| 83  | idsigkjwzq               | wish.com/merchant/5efffb47b9d8b11f3a98ded7 |
| 84  | JCHYKJ                   | wish.com/merchant/5aa0f089417cee743af11688 |
| 85  | kaixinjianianhua         | wish.com/merchant/57d7e0a784a3e9264d8dbbe1 |
| 86  | liqingngka9607           | wish.com/merchant/5ad1a41681260b3f900c6b37 |
| 87  | longjiaosan              | wish.com/merchant/5b21e9b27b94e12f385304cc |
| 88  | MaggieDuketAqE           | wish.com/merchant/5e776e0d29e78642ce55bc93 |

| NO. | DEFENDANT / SELLER ALIAS                    | MARKETPLACE URL                            |
|-----|---|--|
| 89  | New168                                      | wish.com/merchant/5a45d984727653343ecdc299 |
| 90  | phenomenone's                               | wish.com/merchant/6008295564eae0d26c613de8 |
| 91  | Qiuhuashop                                  | wish.com/merchant/5b2756d543b3b604fb40d707 |
| 92  | shangqiusanshangjinchukoumaoyiyouxiangongsi | wish.com/merchant/55e55b7b0eeb2a3c7317907d |
| 93  | shenshiyan                                  | wish.com/merchant/5b693d1f81066f34019d3735 |
| 94  | songyanghe2jlk                              | wish.com/merchant/5faf6f9696ad805af158602f |
| 95  | wangxijuan                                  | wish.com/merchant/5b2a61e0eae8b466b534db92 |
| 96  | Wantulong                                   | wish.com/merchant/5f559fdce693583f4719d48b |
| 97  | wujingshop                                  | wish.com/merchant/5e5485ea207f9d22edee717d |
| 98  | xcnxm nxzmndc                               | wish.com/merchant/5d567c401d862968cb37801b |
| 99  | XinXinssupplies                             | wish.com/merchant/5ab1143abeed125a980275eb |
| 100 | yangguilan0239                              | wish.com/merchant/5e995817ec96214182ed2785 |
| 101 | Yueyouhe                                    | wish.com/merchant/5f533e8f5118ed3e2660ab3c |
| 102 | zhangdafeng                                 | wish.com/merchant/5dd2a571d5c4b901c6a71456 |
| 103 | zhangjieliul                                | wish.com/merchant/5dd2addca264fd8375cecfca |
| 104 | zhangzhihong123                             | wish.com/merchant/5a9e4167c3911a1775c6d3de |
| 105 | Zhenglongsheng                              | wish.com/merchant/5d4e65c4933fb16bf0b689bc |
| 106 | zhu188                                      | wish.com/merchant/5d3fb933838897399d13cc1f |
| 107 | Zunjuexiaong                                | wish.com/merchant/5f55d1bbe69358a3ba19d8ed |
| 108 | ZWTFashion                                  | wish.com/merchant/5dca0c86e0e91805b7addade |