

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

MARSHALL AMPLIFICATION PLC,

Plaintiff,

v.

YEMUSEED CHINA STORE, et al.,

Defendants.

Case No. 21-cv-03340

Judge Robert W. Gettleman

Magistrate Judge M. David Weisman

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Marshall Amplification PLC (“Plaintiff” or “Marshall”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified on Schedule A to the Complaint and attached hereto (collectively, the “Seller Aliases”), and Marshall having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto, (collectively, the “Defaulting Defendants”);




This Court having entered upon a showing by Marshall a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;









Marshall having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from 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

Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

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

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 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, accept payment in U.S. dollars, and have sold products using infringing and counterfeit versions of Marshall's federally registered trademarks (the "Marshall Trademarks") to residents of Illinois. A list of the Marshall Trademarks is included in the below chart.

Registration No.	Trademark
936,514	MARSHALL
4,948,438	MARSHALL
4,934,493	MARSHALL CODE
5,075,584	MARSHALL GATEWAY
6,203,020	MARSHALL ORIGIN
4,072,861	THE FATHER OF LOUD
4,985,796	ACTON
4,853,095	JCM
4,733,714	JTM
5,238,898	MID
5,153,156	MINOR
5,854,021	N-TEC
6,121,187	SHREDMASTER
6,126,947	SICKSENSE
3,609,062	STOMPWARE
6,092,954	TUFTON
3,247,712	
5,056,633	
5,455,553	

Registration No.	Trademark
3,940,239	 The logo features the word "Marshall" in a large, white, cursive script font, with the word "AMPLIFICATION" in a smaller, white, sans-serif, all-caps font centered below it. The entire text is set against a solid black rectangular background.
4,948,437	 The logo features the word "Marshall" in a large, white, cursive script font, with the word "AMPLIFICATION" in a smaller, white, sans-serif, all-caps font centered below it. The entire text is set against a solid black rectangular background.
4,303,941	 A large, white, stylized cursive letter "M" centered on a solid black rectangular background.
4,929,992	 A large, white, stylized cursive letter "M" centered on a solid black rectangular background.
4,957,770	 A large, white, stylized cursive letter "M" centered on a solid black rectangular background.
4,545,745	 A black and white image of a handwritten signature that reads "Jim Marshall". The signature is fluid and cursive, with a long, sweeping underline.
4,934,490	 A black and white image of a handwritten signature that reads "Jim Marshall". The signature is fluid and cursive, with a long, sweeping underline.
4,034,202	 A black and white logo consisting of a central square with a stylized geometric pattern, surrounded by a circular border, and then a larger circle with numerous pointed rays extending outwards, resembling a sunburst or a stylized flower.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114) and false designation of origin (15 U.S.C. § 1125(a)).

IT IS HEREBY ORDERED that Marshall'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 or participation with them be permanently enjoined and restrained from:
 - a. using the Marshall 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 Marshall product or not authorized by Marshall to be sold in connection with the Marshall Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Marshall product or any other product produced by Marshall, that is not Marshall's or not produced under the authorization, control or supervision of Marshall and approved by Marshall for sale under the Marshall 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 Marshall, or are sponsored by, approved by, or otherwise connected with Marshall;
 - d. further infringing the Marshall Trademarks and damaging Marshall's goodwill; and

- e. 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 Marshall, nor authorized by Marshall to be sold or offered for sale, and which bear any of Marshall's trademarks, including the Marshall Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.
2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers") shall within ten (10) business days of receipt of this Order, 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 Marshall Trademarks.
3. Pursuant to 15 U.S.C. § 1117(c)(2), Marshall is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for willful use of counterfeit Marshall Trademarks on products sold through at least Defaulting Defendants' Online Marketplaces. The five hundred thousand dollar (\$500,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
4. Marshall may serve this Order on Third Party Providers, including PayPal, Inc. ("PayPal"), eBay, Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"),

Wish.com, and Amazon Pay, by e-mail delivery to the e-mail addresses Marshall used to serve the Temporary Restraining Order on the Third Party Providers.

5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within ten (10) business days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants' Seller Aliases or Online Marketplaces from transferring or disposing of any funds, up to the above identified statutory damages award, or other of Defaulting Defendants' assets.
6. All monies, up to the above identified statutory damages award, currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers, such as PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, are hereby released to Marshall as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, are ordered to release to Marshall the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.
7. Until Marshall has recovered full payment of monies owed to it by any Defaulting Defendant, Marshall shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall within ten (10) business days:

- a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 3 to the Declaration of Christine Wang, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - 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, up to the above identified statutory damages award, restrained in Defaulting Defendants' financial accounts to Marshall as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
8. In the event that Marshall identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Marshall may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 3 to the Declaration of Christine Wang and any e-mail addresses provided for Defaulting Defendants by third parties.
9. The ten thousand dollar (\$10,000) surety bond posted by Marshall, minus the registry fee, is hereby released to Marshall or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Marshall or its counsel.

This is a Final Judgment.

DATED: August 25, 2021


Robert W. Gettleman
United States District Court Judge

Marshall Amplification Plc v. YEMUSEED china Store, et al., - Case No. 21-cv-3340

Schedule A

No.	Seller Aliases
1	YEMUSEED china Store
3	iDzn Official Store
5	lasting charm Official Store
7	Shop3147052 Store
9	Lynnfly factory direct give Store
11	Fashionshop168 Store
13	tingke Store
15	Shop5780267 Store
17	Shop5835419 Store
19	Shop5873343 Store
21	YY Digital Store
23	CoolTees Store
25	New2 Tees Store
27	Shop910369334 Store
29	Leisurely House Store
31	Shop911192200 Store
33	Shop911563130 Store
35	Shop911603544 Store
37	TengHui Store
39	QingCao Store
41	Yiddeoont Dropshipping Store
43	vagrant store Store
45	796656 Store
47	YU15170385960 Store
49	Artwork Covers Store
51	53333333333333333333 Store
53	Ms. Wu's shop Store
55	zccy Store
57	A15TG0JK3RZTQK
59	Mojoun
61	HUANXIN11
63	guangzhoushangkundianzishangmaoyouxiangongsi
65	Menggfsgsd
67	FIELDZHIU
69	xuanqian11

No.	Seller Aliases
2	Long Live Rock 'n' Roll
4	Shop2339166 Store
6	bid&win's store
8	old craftsmen Store
10	Shop4998259 Store
12	Acespower Store
14	Mi PowerBank Store
16	A-X Store
18	Shop5854102 Store
20	Shop5876964 Store
22	Shop5940228 Store
24	Shop910356260 Store
26	Shop910363319 Store
28	Shop910650033 Store
30	Shop911192062 Store
32	Shop911454013 Store
34	Shop911564465 Store
36	JYZC Store
38	DISMISSED
40	xia xia Store
42	Make Waves Store
44	MOCHO-Fashion Store
46	xingtingfuzhuang Store
48	T-Da Clothes Store
50	Printed men's garment Store
52	sldy Store
54	SCX88889999 Store
56	zycy Store
58	henanchichengrenli
60	jiaoqiqi
62	A1S6UIXB8K5G9N
64	HOLEVSTY
66	A2QFG2JHUWMWAH
68	A31BI6HMZUADXY
70	Throughe

No.	Seller Aliases
71	Wilma Mc
73	Beaflows
75	AVERJ9HFXZR89
77	daoming fashion
79	jrj827156
81	Lexi Schrimsher
83	Christophercb
85	liuguixia123
87	songxuesong14946
89	xielei18237
91	wangyunxia07728
93	tianpangzi52723
95	shechengping45670
97	liyan31026
99	chenyuwei84773

No.	Seller Aliases
72	Ghsywggy
74	Oncludy
76	jinrongxin
78	ifjiroes
80	wengxingduxiang
82	Jonmgl
84	wangyaxin Store
86	NheuGui
88	liyinguo49640
90	zhangyucheng11393
92	sunwenqing60635
94	wanghaijun39721
96	zhangzhongquan77747
98	lijiaqi73327
100	zhouzhiru86029

No.	Online Marketplaces
1	aliexpress.com/store/131999
3	aliexpress.com/store/1760520
5	aliexpress.com/store/2475035
7	aliexpress.com/store/3147052
9	aliexpress.com/store/4914092
11	aliexpress.com/store/5068218
13	aliexpress.com/store/5083440
15	aliexpress.com/store/5780267
17	aliexpress.com/store/5835419
19	aliexpress.com/store/5873343
21	aliexpress.com/store/5885401
23	aliexpress.com/store/910349084
25	aliexpress.com/store/910363092
27	aliexpress.com/store/910369334
29	aliexpress.com/store/910917024
31	aliexpress.com/store/911192200
33	aliexpress.com/store/911563130
35	aliexpress.com/store/911603544
37	aliexpress.com/store/911705299
39	aliexpress.com/store/911714370
41	aliexpress.com/store/911719025
43	aliexpress.com/store/911771863
45	aliexpress.com/store/911787520

No.	Online Marketplaces
2	aliexpress.com/store/1454870
4	aliexpress.com/store/2339166
6	aliexpress.com/store/312754
8	aliexpress.com/store/4503099
10	aliexpress.com/store/4998259
12	aliexpress.com/store/5080400
14	aliexpress.com/store/5485148
16	aliexpress.com/store/5786978
18	aliexpress.com/store/5854102
20	aliexpress.com/store/5876964
22	aliexpress.com/store/5940228
24	aliexpress.com/store/910356260
26	aliexpress.com/store/910363319
28	aliexpress.com/store/910650033
30	aliexpress.com/store/911192062
32	aliexpress.com/store/911454013
34	aliexpress.com/store/911564465
36	aliexpress.com/store/911611286
38	DISMISSED
40	aliexpress.com/store/911714429
42	aliexpress.com/store/911770416
44	aliexpress.com/store/911775735
46	aliexpress.com/store/911814276

No.	Online Marketplaces
47	aliexpress.com/store/911827592
49	aliexpress.com/store/911914036
51	aliexpress.com/store/911932364
53	aliexpress.com/store/911945282
55	aliexpress.com/store/912022291
57	amazon.com/sp?seller=A15TG0JK3RZTQK
59	amazon.com/sp?seller=A1L3IEZE48IV5V
61	amazon.com/sp?seller=A1R2GWP5K521YU
63	amazon.com/sp?seller=A29AMYM9VX23UZ
65	amazon.com/sp?seller=A2PY1Q87H1WY3B
67	amazon.com/sp?seller=A2YOYNWV05DZRO
69	amazon.com/sp?seller=A31HUSQXT3DQE7
71	amazon.com/sp?seller=A38RE5SFB82VEQ
73	amazon.com/sp?seller=A6684HDX4P7OG
75	amazon.com/sp?seller=AVERJ9HFXZR89
77	wish.com/merchant/5410454f1d2d4368ddc96925
79	wish.com/merchant/5e5d273629e78604006e9095
81	wish.com/merchant/5e733afbf56f797dfa3bc6c2
83	wish.com/merchant/5e8832f829e7864a1820b1ab
85	wish.com/merchant/5fa7694000c0bb1ad27f105f
87	wish.com/merchant/604847f72caa3d32f780d57f
89	wish.com/merchant/604b0b62f0b931150a9d2edd
91	wish.com/merchant/604b2c488ac433053f5e710c

No.	Online Marketplaces
48	aliexpress.com/store/911862061
50	aliexpress.com/store/911928598
52	aliexpress.com/store/911945169
54	aliexpress.com/store/911966157
56	aliexpress.com/store/912061684
58	amazon.com/sp?seller=A1EPO48OC3KID9
60	amazon.com/sp?seller=A10MJAORRR7C6H
62	amazon.com/sp?seller=A1S6UIXB8K5G9N
64	amazon.com/sp?seller=A2D5791SXEX4M6
66	amazon.com/sp?seller=A2QFG2JHUW MWAH
68	amazon.com/sp?seller=A31BI6HMZUADX
70	amazon.com/sp?seller=A33GD2L5NQQF2R
72	amazon.com/sp?seller=A3HH9A3WLZVPXS
74	amazon.com/sp?seller=AEQKCCIRPCHUO
76	amazon.com/sp?seller=AVMV0N2V9M8FM
78	wish.com/merchant/5d53c60a7ad2424c7d4f588f
80	wish.com/merchant/5e6459dd00ff37040a8f3cdf
82	wish.com/merchant/5e86e884cdbbb843405630d4
84	wish.com/merchant/5f72c9592914a890186d5c89
86	wish.com/merchant/600b8cd98527af13ae0c5835
88	wish.com/merchant/60497c2dbd11840856e15cb5
90	wish.com/merchant/604b23d138615d76ab02b885
92	wish.com/merchant/604c2991e05561368a48ee1c

No.	Online Marketplaces
93	wish.com/merchant/604c3d4756004542a6001809
95	wish.com/merchant/604c62bdf467b96eb166fa82
97	wish.com/merchant/606e9d713d3a6c6282e458fb
99	wish.com/merchant/6071429b6c9a5f00453586f9

No.	Online Marketplaces
94	wish.com/merchant/604c5d794de48e675bab7ac2
96	wish.com/merchant/60581a482030108f735a7249
98	wish.com/merchant/6070057bf1e1a9cc9f125e3e
100	wish.com/merchant/607bea39a659d5a3835a361f