

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

MARSHALL AMPLIFICATION PLC,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A,”

Defendants.

Case No. 22-cv-02769

Judge Manish S. Shah






PRELIMINARY INJUNCTION ORDER







THIS CAUSE being before the Court on Plaintiff Marshall Amplification Plc’s (“Plaintiff” or “Marshall”) Motion for Entry of a Preliminary Injunction (the “Motion”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (the “Seller Aliases”), and this Court having heard the evidence before it hereby GRANTS Marshall’s Motion as follows.

The Court finds, in the absence of adversarial presentation, that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Marshall 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, accept payment in U.S. dollars and have sold products using infringing and counterfeit versions of Marshall’s federally registered trademarks (the “MARSHALL

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

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	
3,940,239	
4,948,437	

Registration No.	Trademark
4,303,941	
4,929,992	
4,957,770	
4,545,745	
4,934,490	
4,034,202	

The Court also finds that the 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 Marshall’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Marshall has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Marshall will suffer

irreparable harm if the injunction is not granted. Specifically, Marshall has proved a *prima facie* case of trademark infringement because (1) the MARSHALL 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 any of the MARSHALL Trademarks, and (3) Defendants' use of the MARSHALL Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Marshall. Furthermore, Defendants' continued and unauthorized use of the MARSHALL Trademarks irreparably harms Marshall through diminished goodwill and brand confidence, damage to Marshall's reputations, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Marshall 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. As such, this Court orders that:

1. 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 preliminarily 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 Defendants' products are those sold under the authorization, control or supervision of Marshall, or are sponsored by, approved by, or otherwise connected with Marshall; 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 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.

2. Upon Marshall's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of the 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"), Walmart, Inc. ("Walmart") and DHgate (collectively, the "Third Party Providers") shall, within seven (7) calendar days after receipt of such notice, provide to Marshall expedited discovery, including 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 agents, servants, employees, confederates, attorneys, and any persons acting in 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, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their agents, servants, 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, PayPal, Inc. ("PayPal"), eBay, Alipay, Walmart, 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).
- 3. Upon Marshall's request, those with notice of the injunction, including the Third Party Providers as defined in Paragraph 2, 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 counterfeit and infringing goods using the MARSHALL Trademarks.
- 4. Defendants shall be temporarily and preliminarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Walmart, 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 and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto; 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. Marshall is authorized to issue expedited written discovery to Defendants, pursuant to Federal Rules of Civil Procedure 33, 34 and 36, related to:
 - a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information, including any and all associated e-mail addresses; and
 - 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, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces.

Marshall is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within seven (7) calendar days of being served via e-mail.

7. Marshall may provide notice of these proceedings 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 Complaint, this Order and other relevant documents on a website and by sending an e-mail to Defendants that includes a link to said website. The Clerk of the Court is directed to issue a single original summons in the name of “The Partnerships 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.
8. Schedule A to the Complaint [2], Exhibit 3 to the Declaration of Christine Wang [17], and the TRO [22] are unsealed.
9. 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 Northern District of Illinois Local Rules.
10. The \$50,000 bond posted by Marshall shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED.

DATED: July 12, 2022



Manish S. Shah
United States District Judge

**Marshall Amplification Plc v. The Partnerships and Unincorporated Associations
Identified on Schedule "A" - Case No. 22-cv-2769**

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	aliexpress.com/store/1100008015	It belongs to you Store
2	aliexpress.com/store/1100012034	Shop1100012034 Store
3	aliexpress.com/store/1100032072	Marshall Global Digital Store
4	aliexpress.com/store/1100033055	Shop1100033055 Store
5	aliexpress.com/store/1100043085	Shop1100043085 Store
6	aliexpress.com/store/1100065073	Homeofe official Store
7	aliexpress.com/store/1100085114	Ewei Store
8	aliexpress.com/store/1100085122	XIAOMI PremiumShop Store
9	aliexpress.com/store/1100091303	Shop1100091303 Store
10	aliexpress.com/store/1100120019	WDTSF Store
11	aliexpress.com/store/1100148296	Shop1100148296 Store
12	aliexpress.com/store/1100151155	XIAOMI-3C-CLUB Store
13	aliexpress.com/store/1100177512	Ali-one Store
14	aliexpress.com/store/1100180535	Earbuds Store
15	aliexpress.com/store/1100182261	XIAOMI-CLUB Store
16	aliexpress.com/store/1100223662	Peace Headphones Store
17	aliexpress.com/store/1100243035	OUIO headset electronics direct sales Store
18	aliexpress.com/store/1169410	Nogoo Store
19	aliexpress.com/store/1630481	Misuta Group
20	aliexpress.com/store/1942606	3CK EARPHONE Store
21	aliexpress.com/store/2942110	Logi-tech&Ra-zer Online Store
22	aliexpress.com/store/3147052	Shop3147052 Store
23	aliexpress.com/store/3207058	Dh TotalMusic Store
24	aliexpress.com/store/4375028	HYX Global Store
25	aliexpress.com/store/4416105	Global Digital Direct Store
26	aliexpress.com/store/5067310	Shop5067310 Store
27	aliexpress.com/store/5113080	Goddess's Wardrobe Store
28	aliexpress.com/store/5669009	Shop5669009 Store
29	aliexpress.com/store/5722145	biaobiao18 Store
30	aliexpress.com/store/607729	Shop607729 Store
31	aliexpress.com/store/900248468	Kidpet Store
32	aliexpress.com/store/910364186	BanyanH Grocery Store
33	aliexpress.com/store/910650033	Shop910650033 Store

34	aliexpress.com/store/910746082	Maple Instrument Store
35	aliexpress.com/store/911057087	Shop911057087 Store
36	aliexpress.com/store/911062102	Jennie's House Supplies Store
37	aliexpress.com/store/911094016	Shop911094016 Store
38	aliexpress.com/store/911105019	Fun Gadgets Store
39	aliexpress.com/store/911295262	HappyHomy Store
40	aliexpress.com/store/911327114	Shopins Store
41	aliexpress.com/store/911705375	Animal Convenience Store Store
42	aliexpress.com/store/911753737	Ginkgo Tree-H Grocery Store
43	aliexpress.com/store/911755847	PhoenixH Grocery Store
44	aliexpress.com/store/911824424	Bird-Pear Store
45	aliexpress.com/store/911828390	Good Luck Dropshipping Store
46	aliexpress.com/store/911934141	Elifele Store
47	aliexpress.com/store/911979065	Jiggle1101 Store
48	aliexpress.com/store/912054002	small depart Store
49	aliexpress.com/store/912262775	L2- Music box Store
50	aliexpress.com/store/912461206	radura house Store
51	aliexpress.com/store/912469907	JMD Global Purchase Store
52	aliexpress.com/store/912510104	Aphelios Store
53	aliexpress.com/store/912515203	chaoliufushi Store
54	aliexpress.com/store/912612504	Your daily need Store
55	aliexpress.com/store/912624705	Shop912624705 Store
56	aliexpress.com/store/912627626	Shop912627626 Store
57	aliexpress.com/store/912655240	Shenzhen Game World Store
58	aliexpress.com/store/912655674	Global HK-Digital Store
59	aliexpress.com/store/912656233	CN Game World Store
60	aliexpress.com/store/912658911	Global Game House Store
61	aliexpress.com/store/912660820	Yg Trece Daily Supplies Store
62	aliexpress.com/store/912664856	HongBai Manufacture Store
63	aliexpress.com/store/912664931	Shunxin Dropshipping Store
64	aliexpress.com/store/912683312	JYT Store
65	aliexpress.com/store/912688341	3C Global purchasing agency Store
66	aliexpress.com/store/912719345	BLEST-ART Store
67	amazon.com/sp?seller=A11RJ1LDCGD59E	chengyaoduan14-US
68	amazon.com/sp?seller=A13CLBOLRPLNDX	Huturd-US
69	amazon.com/sp?seller=A18RRL32DBSCZQ	Arppiy-US
70	amazon.com/sp?seller=A107MXBCOG422H	Northeast Boyoy Shop
71	amazon.com/sp?seller=A1VY4CIQQ7C9Z5	ling20-11-US
72	amazon.com/sp?seller=A21YBRF6IH6TJL	wanggou37
73	amazon.com/sp?seller=A2CGB96H4QOV66	There's a fashion room
74	amazon.com/sp?seller=A2K3ZBNQ0TCBST	tathe64-US

75	amazon.com/sp?seller=A2KOOBQS0UJ2M1	mmmm-A
76	amazon.com/sp?seller=A2L8I6YF13L5P2	WusongDahu Store
77	amazon.com/sp?seller=A2QU2IZ7O5TPH5	hongzhizhi-US
78	amazon.com/sp?seller=A36YDSF3ACP11	Huiosuha003-US
79	amazon.com/sp?seller=A38LT7INUM1FJI	ICRPSTU US
80	amazon.com/sp?seller=A3DP2AALQIVHTA	Tanxyz-US
81	amazon.com/sp?seller=A3PZY8RRJH2LNO	Mirror World Trade
82	amazon.com/sp?seller=A3S86M2OMNHO9X	thurethexh-US
83	amazon.com/sp?seller=A3VVR61SXQTOH2	Laiding-US
84	amazon.com/sp?seller=A4R1OUM92DM4I	qingjunwujD8US-US
85	amazon.com/sp?seller=A5VU1CSN7UUYZ	Truaiy-US
86	amazon.com/sp?seller=A72TX35JF38UR	zhoumingzhudedian
87	amazon.com/sp?seller=AKQRTDZ6XPTK0	ZHAOZHAN
88	amazon.com/sp?seller=AL6YI0L7PUTS8	Daidxours-US
89	amazon.com/sp?seller=AWS153VJO3PMY	Renyqatt Direct
90	dhgate.com/store/21599571	dou08
91	dhgate.com/store/21635114	mogukake
92	dhgate.com/store/21635531	zhenbanqao
93	dhgate.com/store/21697351	sellerstore09
94	ebay.com/usr/dazuny60	dazuny60
95	ebay.com/usr/loveyan1314	loveyan1314
96	wish.com/merchant/5b04f010bdade45f5e5c393d	muzixiezhuanshui
97	wish.com/merchant/5e69b7a4d8fefc3efb61bab4	rrgfsegv
98	wish.com/merchant/5e9beb1bda2ff242f142b949	HOUANGZONG
99	wish.com/merchant/60d8b7fedcaa701482644c56	AgroMarket TheChivas