

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

TOHO CO., LTD.,

Plaintiff,

Civil Action No.: 1:21-cv-03877

v.

Judge Harry D. Leinenweber

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

Magistrate Judge Young B. Kim

Defendants.

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, TOHO CO., LTD. (“TOHO” or “Plaintiff”), Motion for a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction in its entirety against the defendants identified in Schedule A (collectively, the “Defendants”) and using at least the online marketplace accounts identified in Schedule A (the “Defendant Internet Stores”).

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. 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 purchase products using counterfeit versions of Plaintiff’s GODZILLA trademarks, U.S. Trademark Registration Nos. 4,183,291; 2,360,489; 2,211,328; 1,858,403; 2,134,696; 1,161,858; 1,163,122; 6,172,295; and 5,093,240 (collectively the “GODZILLA Trademarks”).

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

Specifically, TOHO has proved a *prima facie* case of trademark infringement because (1) the GODZILLA 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 the GODZILLA Trademarks, and (3) Defendants' use of the GODZILLA Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with TOHO. Furthermore, Defendants continued and unauthorized use of the GODZILLA Trademarks irreparably harms TOHO through diminished goodwill and brand confidence, damage to TOHO's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, TOHO 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 the GODZILLA 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 GODZILLA product or not authorized by TOHO to be sold in connection with the GODZILLA Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine GODZILLA product or any other product produced by TOHO, that is not TOHO's or not produced under the authorization, control or supervision of TOHO and approved by TOHO for sale under the GODZILLA Trademarks;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of TOHO, or are sponsored by, approved by, or otherwise connected with GODZILLA;
- d. further infringing the GODZILLA Trademarks and damaging TOHO's goodwill;
- e. otherwise competing unfairly with TOHO 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 TOHO, nor authorized by TOHO to be sold or offered for sale, and which bear any of the GODZILLA Trademarks or any reproductions, counterfeit copies or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores, 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 GODZILLA products; and
- h. operating and/or hosting at the Defendant Internet Stores and any other online marketplace accounts registered or operated by Defendants that are involved

with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the GODZILLA Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine GODZILLA product or not authorized by TOHO to be sold in connection with the GODZILLA Trademarks.

2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, Amazon and Alibaba Group Holding Ltd. along with any related Alibaba entities (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within three (3) 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 GODZILLA Trademarks, including any accounts associated with the Defendants listed in 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 GODZILLA Trademarks; and
 - c. take all steps necessary to prevent links to the Defendant Internet Stores identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores from any search index.
3. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Online Stores,

including, without limitation, any online marketplace platforms such as Marketplaces, 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 Amazon, Alibaba, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within three (3) business days after receipt of such notice, provide to TOHO expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

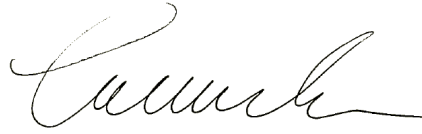
- a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with Defendant Internet Stores, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Internet Stores;
- 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, servants, employees, confederates, 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,

Amazon, 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. Amazon Payments, Inc. ("Amazon") shall, within three (3) business days of receipt of this Order, for any Defendant or any of Defendant Internet Stores:
 - a. locate all accounts and funds connected to Defendants, Defendant Internet Stores, including, but not limited to, any Amazon accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Koji Ueda; and
 - b. restrain and enjoin any such accounts or funds that are non-U.S. foreign 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 Defendant Internet Stores, shall within three (3) business days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants, or Defendants' online marketplace accounts, including, but not limited to, any accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Koji Ueda; 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. TOHO 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 Koji Ueda and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of Court is directed to issue a single original summons in the name of "2DQWFNDWO0 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 Online Marketplace Accounts 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.
8. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on three (3) days' notice to TOHO or on shorter notice as set by this Court.
9. The \$10,000 bond posted by TOHO shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.
10. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiff's Schedule A attached to the Complaint [2], which includes a list of the Defendant Internet Stores; (2) screenshot printouts showing the active Defendant Internet Stores (Exhibit 2 to the Declaration of Koji Ueda) [12] and (3) the Temporary Restraining Order [17].

Dated: August 17, 2021

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

Honorable Harry D. Leinenweber:
U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	2DQWFNDWO0
2	6GIASFNTSN
3	93Supr
4	A mango
5	ABCEEEK
6	AeenDemi
7	Aeireland 50% OFF Clearance Sale
8	AFSDHFJ
9	Agoliang
10	agoodlife
11	AKUN 7-15 Days Arrival
12	ALISHA KNIGHT
13	Allen Trego
14	Alwtn Womke
15	ANHUIGY
16	Annualleave
17	aoqngai
18	apoxi
19	ASDASDASD-T
20	asdggf5245
21	ators28
22	Autorava
23	awakingwaves
24	Baby ying
25	BaiGaoDeng
26	baihuoyouxiangongsi6543
27	Baintier
28	Bakugou Store
29	Bao Kener
30	baodingbaigouxinchengtuandaofuzhuangdian
31	baoqingxiankaiyanjiancaipifa
32	Bdfjhoiugk
33	Beach hat
34	BE-AUTIFUL
35	BEIJINGHLTSM
36	Beryl store
37	Billie Phillips
38	bingjianghuaquan
39	BIPOD
40	BIWGDSBYN0
41	BOAISS
42	Bofan technology

43	BookRetlte
44	boYuan
45	Buck M Bayen
46	BuDangTianGou
47	BULINGNA-Direct
48	Bull tribe
49	BUSHUOMAOYI
50	BY-CAN
51	C2df8we2
52	CABOOYDE
53	CAQSWOMAAAT
54	Chengdu Deng Ti Electronic Commerce Co., Ltd.
55	ChengDuFangKuiMaoYiYouXianGongSi
56	ChengDuSuiLeiShangMaoYouXianGongSi
57	ChengDuYangXiaGeMaoYiYouXianGongSi
58	chengduzhuyu104
59	chenghuaqixinpixingshangmaobu
60	CHOICE99
61	chongwuchongwuyongpin
62	chuangzeshangmao
63	CMELL
64	Cool-Start
65	correctR
66	County Shiqing Network Technology Co., Ltd.
67	County Shiyi Network Technology Co., Ltd.
68	Crown prince
69	Crystalhou
70	Debby S Arroyo
71	denashangmaoyouxiangongsi
72	DengTrade
73	DengYiFenZhongXiaYiFenZhong
74	Ding Liang decoration works
75	DISCERN SER621
76	DiscoYep
77	DOIGO
78	DONGDONG-SHOP
79	dongguanshikailike100
80	dongguanshisenguan
81	DONGYUBO
82	dreamscometure
83	dsfhysretwetg
84	Eden Fghk
85	edg5s54g121
86	eichengqizhongdiao Zhuang
87	Elizabeth Eliana

88	ELLIS BISHOP
89	Enshield
90	Eppsoie
91	EVE KENNEDY
92	EVEJOHN
93	fangdang
94	fapala
95	FengZeQuMeiErMeiLeMeiRongDian
96	FENYIN
97	FooStar
98	fopjOJGN148
99	For L and Yu
100	FOWW
101	FPTQDW
102	FUNKY STORE
103	fuxiangshenkedianzi
104	G not allowed
105	Gaocunh
106	gaoxinkaifaqudaowoshangmaoyouxiangongsi
107	GaoXinQuJiuLaiBaiHuoDian
108	gbfv78
109	Gefusen
110	Gengx
111	Genuine-Store
112	gfdhtrdt
113	GGG.Gold-Gogogo
114	Gieixi
115	Gniupmu Inarhkm
116	GouKeJiYBeiJingYanouXianGongSi
117	GOZIKI
118	GracieDunn
119	gregone
120	gslMonster
121	Guaideshangmao
122	Guangzhou Juhui Footwear Company Limited
123	Guangzhou Qiu Fendu Hospital Co., Ltd.
124	Guangzhou Yewei Hospital Management Co. LTD
125	guangzhoujikaiqiyequanliyoxiangongsi
126	Guangzhouliangyuqiongmaoyiyoxiangongsi
127	guangzhoutianhequxinfengshangmaoyouxiangongsi
128	guangzhouxinyishangmaoyouxiangongsi
129	GuangZhouZiWeiShangMaoYouXianGongSi
130	Guiwei Trading Company
131	GUOHENG
132	guozhiweilinglvniddv

133	GuquxinG
134	GVNR
135	haikoufeilindiyashangmaoyouxiangongsi
136	haikoulonghuafenghuabaihuoshanghang
137	haikouluonashangmaoyouxiangongsi
138	hailingshangmao
139	Hanas
140	Hangjinshang
141	hanxinqi
142	haoyundianpu
143	hayalai.kalw51
144	hefengxian
145	hejinglin1985d
146	HeNanJunHeLüYouXinXiZiXunYouXianGongSi
147	henanli
148	henanruijichanyeyuanjiansheyunyingyouxiangongsi
149	hengshikejifazhanyouxiangongsi
150	Henry R Fashopping
151	hezejinyoujianzhugongchengyouxiangongsi
152	HHHNNN.Store
153	Hong Kong Dongsheng Holding Group Co., Limited2
154	houwoxianbaihu
155	huangge1987
156	Huluwei
157	Humanitarianr
158	Huzhou Zhilibu Ludu Clothing
159	Ichenquxi
160	Imilan
161	ISAKIBERY
162	J MCT
163	Jacinta
164	JAIDEN BEATA
165	Jamesion
166	Janllow
167	Jennie 217
168	jennyus
169	JIAATNG
170	jianfengshangmao1
171	jiang xi jun guan shang mao you xian gong si
172	jiangningqutingtongqichexinxizixunfuwuzhongxin
173	JIANWUSHENTONG
174	jianyequshuijiashangmuzhipinjingyingbu
175	Jikasifa-US
176	jinjiangshiyonghezhenlipingbaihuodian
177	jiujiuxiongdi

178	jjbshangmao
179	kaihuaxiaozoudianzishangwushanghang
180	Kegami Misa
181	KIMENRY
182	Lehuaishangmao
183	Lihenghe technology
184	LILAIEYWS
185	LillieIavis
186	LIUFAN
187	Lucky Stylemarket
188	lxlshangmao
189	Mabel MM
190	MediatekD
191	menglich
192	MGIYT01
193	MichaelWare
194	minquanxianzihengwangluokejiyouxiangongsi
195	MUYI-GO Technology Limited3
196	Nana
197	NDF Direct
198	needmudbee
199	NingXiangShiXinKaiBaiHuoDian
200	OLDjar
201	PangLiang
202	Plain water
203	putianshilichengqumiaomiaoshipindian
204	putianshixiuyuqudaitouxinlairyongpindian
205	Qin Gaopan
206	Qin Xiangge
207	qingbianshangmao SHOP
208	qinhanxinchengxinyuanbaihuoshanghang
209	Renzhen
210	ruihuanwangluo
211	ruixin home
212	Runteng Technology Co., Ltd.
213	Shanghai Mingzhi Trading Company
214	Shangqiu Zhijing Network Technology Co.
215	Shen model
216	Shengj
217	shenzhenshimaokeshebeizulinyouxiangongsi
218	shenzhenshiyihuaajixiezulinyouxiangongsi
219	ShipXShop
220	shusuishangmao SHOP
221	Small speakers
222	SOMINYI

223	Song Qiao Network Technology Co., Ltd.
224	Su Caizhi
225	Sudo Atuko
226	SuuperCoolCoolKid
227	SXXLIKECMM
228	Szgbao
229	Taiyou Machinery Equipment
230	TAShy
231	TDYKSM
232	TOWK
233	Ttunffnog
234	WananaBS
235	wangrushangmao SHOP
236	Wangxing Network Technology Co., Ltd.
237	weixiaoshangmao
238	WILL SKY (HONG KONG) INDUSTRIAL LIMITED
239	Wyj
240	WYMDDYM
241	xixixixixihqqga
242	yi bo kang yuan
243	YMXGZSHOP
244	yongchunxianyumindengshishanghang
245	YSKQDQ
246	Zhang Xiaobao
247	zhenghuaimeishangmao
248	ZhihongMa
249	zhiqiang liu
250	青山有货