

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

TOHO CO., LTD.,

Plaintiff,

v.

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

Defendants.

Case No. 21-cv-04463

Judge John J. Tharp, Jr.

Magistrate Judge Sunil R. Harjani

PRELIMINARY INJUNCTION ORDER

Plaintiff TOHO CO. LTD. (“TOHO”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”). After reviewing the Motion and the accompanying record, this Court GRANTS TOHO’s Motion in part as follows.

This Court finds TOHO has provided notice to Defendants in accordance with the Temporary Restraining Order entered August 31, 2021, Docket No. 16 (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that Defendants have sold products using infringing and counterfeit versions of TOHO’s federally registered trademarks (the “TOHO Trademarks”). A list of the TOHO Trademarks is included in the below chart.

| REGISTRATION NUMBER | REGISTERED TRADEMARK | INTERNATIONAL CLASSES |
|------------------------|-------------------------|-----------------------------------|
| 1,161,858 | GODZILLA | 16 |
| 1,163,122 | GODZILLA | 41 |
| 1,858,403 | GODZILLA | 9, 28 |
| 2,134,696 | GODZILLA | 16, 28 |
| 2,211,328 | GODZILLA | 16, 25 |
| 2,360,489 | GODZILLA | 6, 14, 16, 18, 20, 21, 24, 25, 28 |
| 4,183,291 | GODZILLA | 9, 28 |
| 5,093,240 | ゴジラ | 9, 16, 25, 28, 41 |
| 6,172,295 | GODZILLA | 14 |

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 TOHO's previously granted Motion for Entry of a TRO establishes that TOHO has demonstrated 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 TOHO 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 TOHO Trademarks, and (3) Defendants' use of the TOHO 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 TOHO 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 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 TOHO Trademarks or any reproductions, counterfeit 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 TOHO product or not authorized by TOHO to be sold in connection with the TOHO Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine TOHO 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 TOHO 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 TOHO; 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 TOHO, nor authorized by TOHO to be sold or offered for sale, and which bear any of TOHO's trademarks, including the TOHO Trademarks, or any reproductions, counterfeit 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 TOHO'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 TOHO 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 Defendants' Online Marketplaces and financial accounts, including Defendants' sales and listing history related to any online marketplace account; 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

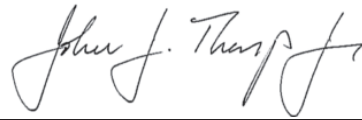
institutions, including, without limitation, PayPal, Inc. (“PayPal”), Alipay, Wish.com, Alibaba, Ant Financial Services Group (“Ant Financial”), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. Upon TOHO’s request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, 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 TOHO Trademarks.
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, 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; 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. TOHO 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 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. The Clerk of the Court is directed to issue a single original summons in the name of “123jump 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 Schedule A to the Complaint (Docket No. 2), Exhibit 2 to the Declaration of Koji Ueda (Docket No. 12), and the TRO (Docket No. 16) 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 two hundred sixty-two thousand-dollar (\$262,000.00) bond posted by TOHO 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 "John J. Tharp, Jr.", written over a horizontal line.

John J. Tharp, Jr.
United States District Judge

Date: September 13, 2021

Schedule A

| No. | Defendants |
|------------|-------------------------|
| 1 | 123jump |
| 2 | 2017perfect |
| 3 | 3N Trade |
| 4 | 45h6fdh54656heee |
| 5 | 4inProduct |
| 6 | a baby bear |
| 7 | actionnow Inc |
| 8 | AddisonNoeloKcP |
| 9 | Agatha Valenti |
| 10 | Ainsley Clift |
| 11 | akincsrmtmt |
| 12 | Alexandra Parashos |
| 13 | Alicia Setty |
| 14 | Alvin Watson |
| 15 | Amitata |
| 16 | ANLYCHEU |
| 17 | Arcrosk Market Cys |
| 18 | ASD78J |
| 19 | Ashley fenling |
| 20 | Ashley Grannell |
| 21 | augustinemjv42aysq |
| 22 | Available For New Homes |
| 23 | Aymima |
| 24 | BearGoods |
| 25 | beixiuqin63922 |
| 26 | BiFangShi |
| 27 | BIG SALER |
| 28 | Brocyron |
| 29 | bxb1111 |
| 30 | CaicanmulingSi |
| 31 | caoyanli |
| 32 | cenxibhey |
| 33 | Cesar Woodall |
| 34 | CHALIOT |
| 35 | chengfei123 |
| 36 | chenghualong fashion |
| 37 | chenhui8247 |
| 38 | chenhuiying17367 |
| 39 | chenjing80370 |
| 40 | chenmanli45776 |
| 41 | chenqian20391 |
| 42 | chentianyu15855 |

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| 43 | chuichuiyangxiu1227 |
| 44 | ciduyfidsuufy |
| 45 | CONBIRD SUR |
| 46 | Cool Baby |
| 47 | crittonpxjvpn |
| 48 | cuixiaohui888 |
| 49 | Daniel.powers |
| 50 | darry stivenson caps |
| 51 | DerrickRobindXw |
| 52 | Dhwoaskzvusnsosmxbx |
| 53 | dingkan2018 |
| 54 | DoMeiYue |
| 55 | dsduisdfu8s |
| 56 | duhuimin88866 |
| 57 | Electrical power Installation |
| 58 | ElvaUptonlDwWiP |
| 59 | Exalt Paintball Coupons |
| 60 | fanatikgzm |
| 61 | feen wear |
| 62 | FengZhiHuan |
| 63 | fhegmzjbq |
| 64 | Fjfggfghfhchfhvggj |
| 65 | fjlfjljalili |
| 66 | flyskyshoppingmall |
| 67 | FOR AMAZING |
| 68 | frutas exoticas |
| 69 | gaogaixia471 |
| 70 | gaoWenYu266884 |
| 71 | Girl.bussines |
| 72 | gkyigouh |
| 73 | global_psyche2017 |
| 74 | good quality and Cheap Global store |
| 75 | groderqviwkoe |
| 76 | gtoepdw |
| 77 | guangjunjun |
| 78 | guanmi03211 |
| 79 | Gus Come on |
| 80 | hammiilton |
| 81 | hanbaozhu9794 |
| 82 | haozeming684 |
| 83 | happy zqy |
| 84 | HeDeHUA |
| 85 | heyanning7989 |
| 86 | hfieriowo |
| 87 | hgfhfu |

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| 88 | hhihahay |
| 89 | hhnteuyzp |
| 90 | hlsdx |
| 91 | Hottee |
| 92 | huangjina |
| 93 | huanHUANXI |
| 94 | huanshop2020 |
| 95 | huchenhui92 |
| 96 | huiodjl |
| 97 | huzhixin94079 |
| 98 | investe'd |
| 99 | iOS ETutorials By Sheldon |
| 100 | ioytgg |
| 101 | JABG |
| 102 | jakeshoes |
| 103 | Jason Duffey |
| 104 | jiangyongjin44410 |
| 105 | jianjiertys |
| 106 | Jinliwe |
| 107 | JiunashuokZ |
| 108 | Jvxdryy |
| 109 | Kiiiiiboom |
| 110 | klejfhfdf24 |
| 111 | kongbo8381 |
| 112 | kuajingds |
| 113 | Lanchabag |
| 114 | laohanyongdian19361 |
| 115 | laseloec |
| 116 | lchentiegang |
| 117 | leornsa |
| 118 | Lexiangyuan |
| 119 | lhptio56456 |
| 120 | LiebaguanyuanlB |
| 121 | lijinanh |
| 122 | likuiroupu |
| 123 | lilanxin86805 |
| 124 | liling5200813 |
| 125 | limengru4678 |
| 126 | liujisheng2412 |
| 127 | liuping72963 |
| 128 | liuwei5779 |
| 129 | liuxihua2463 |
| 130 | liuyan7650 |
| 131 | liuzeyu0519 |
| 132 | liuzhiyi2766 |

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| 133 | Liweihua1995305 |
| 134 | liwenjie5993 |
| 135 | lizhilin83770 |
| 136 | Llafofind |
| 137 | los mejores |
| 138 | lvlin1211 |
| 139 | lx8899 |
| 140 | Mahorse snowy |
| 141 | manushores |
| 142 | maojiawangkkj |
| 143 | Maria soule |
| 144 | Marilyn Walker |
| 145 | Market Chot Croskk |
| 146 | MARLONS |
| 147 | mayongqiang0015 |
| 148 | mclaytemtu |
| 149 | meet you yan |
| 150 | Meideoyu Pants |
| 151 | Michael Rose |
| 152 | Mingtianjiyue |
| 153 | mingyijaz |
| 154 | NANCY TINO |
| 155 | nareodl |
| 156 | nenjinhuidao |
| 157 | neuyumar43 |
| 158 | niucaoyuan83613 |
| 159 | Nneryoy Baby's |
| 160 | NVC |
| 161 | Nvxdthf |
| 162 | oldtimes |
| 163 | OPQKA |
| 164 | outymjhg |
| 165 | phenomenone's |
| 166 | Premiumwire |
| 167 | PRODUCCIONES MUSICALES |
| 168 | Ps4 e Xbox Machine |
| 169 | qiqi12 |
| 170 | qjkuwdhklqwd |
| 171 | qsiccy |
| 172 | RalapEvanjDjD |
| 173 | RandolphMartinjUtQz |
| 174 | Real Greens Futbol Club |
| 175 | renhong00765 |
| 176 | renjianpo |
| 177 | RenyuandouzhuangoOz |

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| 178 | sam1993 |
| 179 | Shaoyan123 |
| 180 | shethaygyllh |
| 181 | shiqiangyou2002 |
| 182 | Shoperan |
| 183 | SimonaNormanqXtCuD |
| 184 | sishehhokk |
| 185 | siyuduren |
| 186 | smaloadbixwj |
| 187 | smilehappyshen |
| 188 | SODIAN ANZANDA |
| 189 | songjiajia28772 |
| 190 | songweixinshop |
| 191 | STM Education Planet |
| 192 | Study well and make progress every day |
| 193 | Subaphoiner |
| 194 | sunxueyingshopstate |
| 195 | TANFANG9528 |
| 196 | tanglin281632 |
| 197 | teckeadpxlcd |
| 198 | teeneshkuolv |
| 199 | thomas stubbe32 |
| 200 | TinaMadgerYkYb |
| 201 | tndudl1184 |
| 202 | tpbtameqv |
| 203 | tracey carney |
| 204 | Tsyshoping |
| 205 | TunyouzhivQ |
| 206 | TuzihuiiuPm |
| 207 | vcfmcchunlin |
| 208 | vertroeteld |
| 209 | vfgctubjy |
| 210 | waituo2021 |
| 211 | wangguizhen058991 |
| 212 | wanghaibo521 |
| 213 | wanghaijun39721 |
| 214 | wanghuiyi43118 |
| 215 | Wangjinmingr |
| 216 | wangqunwun1234 |
| 217 | wangshengbing467945 |
| 218 | wangwenjing8891 |
| 219 | wangwenle64987213978 |
| 220 | Watkins Personal Care |
| 221 | Wenjun WUkong fottal baco |
| 222 | wfh08 |

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| 223 | wfh42 |
| 224 | wuxingsheng2580 |
| 225 | wuyujie9437 |
| 226 | xiaoxing1582 |
| 227 | xiaoya Store me |
| 228 | xiasunju1234 |
| 229 | Xionghou Damiya Better |
| 230 | xuejiajia0986 |
| 231 | xuguofen257 |
| 232 | Xujianping0811 |
| 233 | xuyouguo49011 |
| 234 | Yan Xin 2019 |
| 235 | Yang Guang Sport |
| 236 | yangjianli52870 |
| 237 | yehaimiao66459 |
| 238 | yinlanzhi1 |
| 239 | yinyonglong325 |
| 240 | ylt1234 |
| 241 | yonghum98seb |
| 242 | Yuanmenggang |
| 243 | yushui fashion |
| 244 | yuwanting30727 |
| 245 | YuZhengQiu |
| 246 | yuzishun36583 |
| 247 | zhanghuajie2skx |
| 248 | zhanghuaqing147258 |
| 249 | zhangjie1234 |
| 250 | zhangwenqing4289 |
| 251 | zhangxinyi Store |
| 252 | zhangyong140 |
| 253 | zhangyuanhao94620 |
| 254 | zhangyulin88 |
| 255 | zhanhxianfang5201314 |
| 256 | zhaofangliang4ah |
| 257 | ZHAOZHUNJUNDS |
| 258 | zhen xie |
| 259 | zhouyawei5616 |
| 260 | zhule |
| 261 | zhuxiaolong1234 |
| 262 | ZV0CCJZAB |