

**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-06087

Judge Jorge L. Alonso

Magistrate Judge Susan E. Cox

PRELIMINARY INJUNCTION ORDER

Plaintiff TOHO CO. LTD. (“TOHO” or “Plaintiff”) 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”) and using at least the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). 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 November 19, 2021, [17] (“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 consumers in the United States, including Illinois. Specifically, TOHO 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 and counterfeit versions of TOHO's federally registered trademarks which are protected by 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 (the "GODZILLA Trademarks") to residents of Illinois. In this case, TOHO 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 purchase products using counterfeit versions of the GODZILLA Trademarks. *See* Docket No.12, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the GODZILLA Trademarks.

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 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 any of 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 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 GODZILLA 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 GODZILLA 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 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 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 GODZILLA 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 Amazon Payments, Inc. ("Amazon"), (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 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, Amazon, 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 GODZILLA Trademarks.
5. Any Third Party Providers, including Amazon, 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 “12435asfsa 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 [2], Exhibit 2 to the Declaration of Koji Ueda [12], and the TRO [17] 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 Ten Thousand (\$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.

SO ORDERED:

A handwritten signature in dark ink, appearing to be 'JL Alonso', enclosed within a large, loopy oval shape.

Jorge L. Alonso
United States District Judge

Dated: December 3, 2021

Schedule A

No.	Defendants
1	12435asfsa
2	a seeker
3	Admsa
4	AFH Technology Co., Ltd.
5	Aikeni
6	aiyabaokouqiangyiliaofuwuyouxiangongsi
7	Alt Caps
8	anliqingdianpu
9	apple&777
10	arnazen
11	astronaution
12	bangrundianpu
13	baodanwangzi
14	BellaPunk
15	BONNIE JIE'SHOP
16	Boomway
17	Boutique custom
18	CAHNGDEHUAN
19	CCCCWX369
20	chaoyueDG
21	chen xianli
22	chengdukuliumaoyiyouxiangongsi
23	CHNYOUX
24	Christ-EZ
25	CNOSSN
26	CNTOUS Wall Art
27	Cupbacup
28	CZSD Trading Co Ltd
29	DaMaiDaMai
30	DazzlingShine
31	DDWT
32	Decorate boys posters
33	Dengfeng haolu Trading Co., Ltd.
34	dinxiangdedianpu
35	DreamsBig
36	Eastro
37	ERTONGJIECOOL
38	erxushangmao
39	Family poster
40	fuzhoubaoshuiquzhoujiyaodingmaoyi
41	GearPowers Store
42	Genuine Posters Store
43	golden zeng
44	Gonghongwei66

45	GongLiHua
46	GongWe
47	Good Items Shop
48	goodbe
49	Goozon Store
50	GOYEUAIE
51	Goyjy
52	GuangYun Gongs
53	Guangzhou Gecheng Trading Company
54	GUANGZHOU HUANGKUANG MAOYI SHANGHANG
55	Guangzhou Lingwan Garden Products Co., Ltd.
56	GuangZhouAnPuMaoYiYouXianGongSi
57	GuangZhouHangFengKeJiYouXianGongSi
58	Guangzhouhuabang
59	guangzhoushinanshaquyidianfengwangluokejiyouxianze
60	guangzhousiguotangwangluokejiyouxiangongsi
61	guangzhouxuanbizhuangshicailiaoyouxiangongsi
62	guangzhouyanweishangmaoyouxiangongsi
63	guangzhouyuyuanhangmaoyouxiangongsi l
64	guanledianpu
65	guansihao art
66	Guizhou Shuhao Technology Co., Ltd.
67	Gurbanton US
68	GuShanshan Art
69	gvfhhbgfctcft
70	GWLLF
71	gzbjch
72	Haikou Longhua Little Loach Department Store
73	HaiKouLongHuaShangXianMaoYiBu
74	hangpange
75	hangtao
76	hangzhoujuyubaihuo Co Ltd
77	Hannaadgdfg
78	Haoxing Daily Use Department Store Sales Store in Zuwen Scenic Area, Tai'an City
79	Hauwess
80	Hebard
81	hefeichuaimobaihuodiaN
82	HeFeiQingTaiShangWangLuoKeJiYouXianGongSi
83	hefengxianhuixinwenjuyouxiangongsi
84	HEIBaby
85	heilongJiangJinFanYunShuYouXianGongSi
86	HEJIONG
87	henanshengguandabenliwenhuachuanboyouxiangongsi
88	henantuituilewenhuachuanboyouxiangongsi
89	hengdingjianzhuzhuangshigongchengyouxiangongsi
90	hengxingwangluo
91	Henry Frederick
92	Heze Guanghui Electronic Commerce Co., Ltd.

93	hezerubingwangluokejiyouxiangongsi
94	HFUDEH
95	Hipster sport
96	HKDTRADE
97	HOMEDAILY
98	HoneyGrand
99	Hongjuan Tec
100	HoodLgd
101	HUAIYANGXIANWANMULIANGTIANSHANGMAOYOUXIANGONGSI
102	HUANJIANJIAN
103	HUFICO
104	huugssrugaQQHEWUW
105	HuWeiHao-Shop
106	HZDDR ®
107	HZwen-Shops
108	I9JRXR8ZF5
109	ICRPSTU US
110	IFSAFHAS
111	Interesting oil painting
112	Ironclad soldiers outdoors
113	Isidore Finger
114	Isochasm
115	jaidahu
116	Jao Step
117	JEENSYIU
118	Jenning CA
119	jhfghdghsfgs
120	Jhualeek
121	JianDi
122	Jiang Jie123
123	jiangdongmeig
124	JIANTAO
125	JIANZHONG CHEN
126	JIAOYUEHUIZHANG
127	JiaRuiHongGSRE
128	jiaxingshig ounaokefushiyouxiangongsi
129	jieyangkonggangquayulinwenjudian
130	Jill AK Hambrick
131	Jinanlianxingzidonghuashebeiyouxiangongsi
132	jinanyichengwenhuachuanmeiyouxiangongsi
133	jingbangdianpu
134	jinghexinchenghainayingbaihuodian
135	jingzhoushibitaoshangmaoyouxiangongsi
136	jingzhoushidunkewangluokejiyouxiangongsi
137	jingzhoushimaohengshangmaoyouxiangongsi
138	Jinmushi
139	jinniuquhongfengfashangwuzixunfuwubu
140	JinPuClothing812
141	jinreg

142	Jinshengtong Building Materials
143	jipai0104
144	jiujiangyufanhanmaoyiyouxiangongsi
145	jiuxihenananzhuanggongchengyouxiangongsi
146	Jiuyashangmao
147	JLK ijik
148	JOE COX
149	JOOLSSUN
150	ju17hbgkdwh
151	Judbeswk
152	JUDSON
153	juhnjhhghyhjuyhjn
154	jumpjisper
155	JungsooJungkiyo
156	Junkate
157	JZWNB-JP
158	kaikais
159	KAKIO
160	KAMEOR
161	KANGQIUHEDIANZISHANGWUYOUXIANGONGSI
162	KATHERISEND
163	KEEPPREAL
164	Kennedy Center
165	KevinCESign
166	Kingreat
167	Kings Are Born
168	KKNG
169	KMV-Tech
170	KMyangliujingbaihuodian
171	Kokubo Risa
172	KONGY
173	KongZhiDian
174	kunmingshiwuhuaquqianlitongxunjingyingbu
175	KUYTZDCUTE DIY
176	LABIBABY
177	LanS
178	LanzhouQidianzhuangshishejiyouxiangongsi
179	LAURA GALLAGHERSG
180	Le Thi Uyen
181	Lee Family Color
182	LEESILK
183	Leona Cook
184	Liamja
185	lianchengxianbeibinzaobaihuodian
186	lianchengy
187	Lianchoo
188	liangruishop
189	LianManMaoYi
190	libaihongbaihuodian

191	lichenglizuiximaoyi
192	lichengqu zhoushengrongbaihuodian
193	lichengquxindudaiyanhuacanyinwaimaifuwuzhongxin
194	LiChengQuYouJiaRiYongPinDian
195	lichengquzhenhaixuzhouxiemaojingyingbu
196	lidongsing
197	Lidushidai
198	Lifelike Life — DBLLF
199	Lifurong
200	LIHUIi
201	LIJUNDSG
202	LILLY RICE
203	Lin Zhendong
204	lingzHoufushangmaoyouxiangongsi
205	LinHongkeji
206	LINIDIANPU
207	linlixiankemushanxiangxinchengbianlidian
208	linlizhu2021
209	linzhihui19665
210	Linzsf
211	LIPING-US
212	Little Squirrel
213	Little-cute
214	Liu Qingping
215	Liu YueFSAG
216	liudianfei
217	LIVEwenyilin
218	LiYuMuFuShi
219	LJRshop
220	LOLA HOPE
221	LONGDE
222	longege
223	longjia917024
224	LONKSWX
225	LonTime
226	LOOE NBE
227	Love you indefinitely
228	LSXNEWTEC
229	Lu Ya's Words
230	luoyangrunxinshiyeyouxiangongsi
231	Luoyuers
232	LUPINZ
233	lutuoruin
234	LZX XZL
235	m83xiibl
236	Mable Carroll
237	Macwe
238	Magic Qiong Culture Media
239	Mavos trading co. LTD

240	purple-style-Art
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