

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

TOHO CO., LTD.,

Plaintiff,

Civil Action No.: 1:21-cv-04546

v.

Judge Robert W. Gettleman

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

Magistrate Judge Sunil R. Harjani

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 or other

websites operated by Defendants, 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 ten (10) 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 and the 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

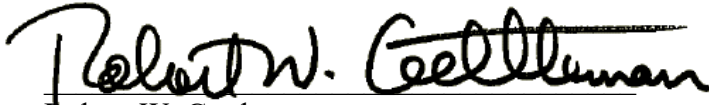
the information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Koji Ueda; and

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 “54gf 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 [16].

Dated: September 23, 2021


Robert W. Gettleman
U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	54gf
2	ABC-CBA
3	adfgswedsczxnds
4	adsd2222
5	aixingyishu
6	amumuxunic
7	AMZMINE
8	anyangxingyejichuangyouxiangongsi
9	Artwcm
10	Artwork stop
11	artwu
12	Attrapeur
13	ayo poster
14	azkplcc
15	BaiQuanXianYiYiGuTuShuShangHanger
16	bangzhiding
17	beautiful black rose
18	BeiJingGuiDaMaoYiYouXianGongSi-Xu Yong
19	Best Wall Art
20	C.n.Art
21	CAFO.
22	caise store
23	caiyuncaiyun
24	Chen Chunfang
25	CHENDA ART
26	Chenfuping
27	chengdoushangm
28	chengdushichenghuaquqinzhuyushangmaoyouxian
29	chenghuaquqiqiyuhanggongsi
30	chenjianquandiyigedian
31	CHENJUNOO
32	CHENKUANG
33	Chilli-shop
34	chunsemanyuanmaoyi
35	Chvizp
36	cling
37	cydianzishangwu
38	DaLianShiPuZhaoJiaRiGuangChangXianFengTongXinShe
39	DAND NEE
40	DaTongShiPingChengQuYuanLinTianDianZiShangWuXiao
41	dehuaArt
42	DINGTOUAXIANG

43	DONGKU
44	DongYingQuTaiGuangGuangGaoJingYingBu1
45	DOONKAHW
46	DuanHongWeiShangMaoBaiHuo
47	EDRFY
48	eewangdefou
49	enshishimudishangmaoyouxiangongsi
50	er5tdrgujr6yik
51	Eternal Loves
52	EUSHSOP
53	fangchengart
54	fangfenyouthuadian
55	FANGJIECM
56	Fanxian Jinyi Trading Company
57	fengcaimaoyi
58	FengZhengKShangTianKong
59	FF911 DESIGN
60	fhaiyang
61	Fingerprint Home
62	Fly Word
63	fugenhuazhuangpin
64	FuLaErJiQuAiHouRiYongPinDian1
65	FuLaErJiQuLuanDuanShuDian1
66	fuzhouhuiyeshijimaoyiyouxiangongsi
67	G100YC
68	gaomishiliyilinbaihuobianlidian
69	gaomishiwangrongxiriyongpinbaihuobu
70	Gooseng
71	gquguanxiangshangwuzix
72	guangkaidianpu
73	guangzhouhaozhoujiancaiyouxiangongsi
74	guangzhounanshaqujingjiangshangmaoyouxiangongsi
75	guangzhoushihaizhuqugerushangmaoyouxiangongsi
76	guangzhoushiyanrunguojimaoyiyouxiangongsi
77	guangzhoushiyuexiuquyifenshangmaoyouxiangongsi
78	GuangZhouTaiHuaiKeJiYouXianGongSia
79	GuanSaiHuHaiGuoJiSheC2L5
80	GUOQIANG666
81	He Nan Hai Jiang Wang Luo Ke Ji You Xian Gong Si
82	HeBeiDeQianMaoYiYouXianGongSi
83	Heung Hong Technology Limited132
84	HHweo001q
85	hjk879ghjdd
86	HNcullinan-US
87	Home of oil painting

88	HongChengShenZhenGuangGaoChuanMeiYouXianGongSi
89	HONGKONG BAYMI TECHNOLOGY LIMITED1
90	hongwu canvas poster
91	HT TOOL AND MOULD CO. LIMITED2
92	HUANGDESONG
93	huangjinjin555
94	HUANGXIAOYAN1991
95	HUANGZHIGUANG
96	huangzongze
97	Huanman Medical Equipment Company
98	HUBEIJINGRUANRUANJIANKEJIYOUXIANGONGSI
99	HUGE AIM LIMITED
100	huilefushangmao
101	huimayishu
102	HuiWenShangMao
103	huizhizao (tianjin) jiaoyuxinxizixunfuwuyouxiangongs
104	Hurd-US
105	hyart
106	HYFNOSS
107	JIANGJIANG
108	JianZhiJiuShiYaoRenJiaDeMing
109	JiDianSheBeiXiaoShouYouXianGongSi
110	jieyangkonggangquyangxiaobozhuangxiushejifuwubu
111	jieyangkonggangquzengshenwujindian
112	Jimmy Art center
113	JiNanHuaiYinShengFengChaoShi
114	jinanmeichanmaoyiyouxiangongsi
115	jinshu259
116	jintangxianhongyugeshangmao
117	JinXiangXian JiaLongShangMaoYouXianGongSi
118	JLArt
119	Juloliang
120	jzkzsm
121	keepsilence
122	Kyomi
123	Lessthan
124	leyir canvas art
125	LHWTXRTSM
126	LI YANHONG
127	LIANGZHOU
128	lichengmaojie
129	lichengqudizhibaihuodian
130	Lichengquweiweibaihuodian
131	LIN FENG
132	LIN JING JING

133	LINJINTIAN
134	LINNA1990
135	linxiangchengdedian
136	LINYE
137	LISONGDA
138	liteng520
139	Live Be
140	LIYICONGART
141	LOTIN LIFE HOUSE
142	lrqfangzhipin
143	LSQDIAN
144	Luhong Art
145	luoan
146	luoheshiyuanhuiqunangwubaihuopu
147	LW CANVAS
148	LW Shangpu
149	LYDirect
150	LZPOSTERSHOP
151	MaizhewanArt
152	Mashaji
153	Mei Ting Trading
154	MENGFANDian
155	Michael Lees
156	MINGYUELIANG
157	MO HANG
158	Modern Treze
159	Monster Center
160	MuLanHuaYiGongZuoShi
161	NanJingPuLinDuMaoYiYouXianGongSi11
162	NAOINGEI
163	NEWTXYY
164	Ningqing Sports
165	noahart
166	peipeidedian
167	pinghexianyizezhawang
168	PlayFish
169	POWER DESIGN CORPORATION LIMITED13
170	pu yang yuan yi bai huo shang hang
171	putiandianyinmaoyiyouxiangongsi
172	putianlinyoumaoyiyouxiangongsi
173	putianshihanjiangquakaibaihuodian
174	putianshixuefengdianzishangwuyouxiangongsi
175	qingleliangshi
176	QINGLIAN
177	Qitiner-us

178	Quanyoujin Seasoning Food Store, Lanshan District,
179	RangNiMingBaiHeWeiShi
180	Ronabi Investment Limited
181	rongshangyishu
182	Royal painting art
183	RT art
184	RUGGOSAR
185	SANTA RONA Flagship store
186	SENQI ART
187	Sensen Store
188	shandongpinmawangluojishuyouxiangongsi
189	Shenyang Songli Earthwork Engineering Co., Ltd.
190	Shenzhen Muqian Clothing Co., Ltd
191	shenzhenshiai hongou wuyefuwuyouxiangongsi
192	ShenZhenShiBaiJiaGuangGaoChuanMeiYouXianGongSi
193	ShiYuShiZhengTaiJianYue
194	shouyangdianpu
195	shzdjxy
196	Sihanmaoyiyouxiangongsi
197	Sishui Xinman Trading Co., Ltd.
198	Skin rejuvenating fashion counter
199	Small tuan tuan shop
200	Someone Studio
201	sunguor
202	sunqianqian11
203	suyuqumengsheranfuzhuangdian
204	thankrose23
205	The best traders
206	The poster
207	Tianyanly
208	To Sang Technology Co Limitedh
209	TongChuanShiYaoZhouQuQiZhiHangBaiHuoDian
210	tuburiyong
211	UJINYOSON
212	VAST BEAUTY LIMITED
213	WangMinKeJiYouXianGongSi
214	WanNianXianMingJunBaiHuoXing
215	WEI-ART
216	Wenlin City Sanjiasan Footwear Firm
217	wenzhileijingyingbu
218	WINCESS
219	WINNER FAME (HONG KONG) LIMITED
220	wuguangzeshop
221	wuhankelarongdianzishangwuyouxiangongs
222	Wutheringgg

223	wUXiTaXiAiFuZhuangYouXianGongSi
224	wuxmart
225	wuyifengart
226	xcylmyyx
227	Xiangtengxin
228	xianshibeilingxinboshangmaohang
229	xianyoukemeduomedianzishangwuyouxiangongsi
230	XIANYOULONGHUAZILINSHANGMAO
231	xianyouxianpengrongdianzishangwuyouxiangongsi
232	XIANYOYOU SHOP
233	Xiaohao Department Store, Azhuang Town, Yintai District, Tongchuan City
234	xiaokangdian
235	XIAZHIHUA
236	xinduquyouhujuriyongpin
237	xintaishidanerriyongbaihuodian
238	XuZhoumozhitongjiajuyouxiangongsi
239	yangshisongbaihuodian
240	YanJiaHui-TongChuanShiYaoZhouQuJiaHuiBaiHuoDian
241	YanTaiShiShuoTianWangLuoKeJiYouXianGongSi
242	yaoyaoxinxinyue
243	Yingying Fashion Women's Clothing Collection, Tiexi District, Shenyang City
244	yinxiangmulan