

**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-04619

**Judge Sara L. Ellis**

**Magistrate Judge Beth W. Jantz**

**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 August 31, 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

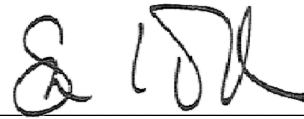
- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for TOHO, nor authorized by TOHO to be sold or offered for sale, and which bear any of 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"), and Alibaba Group Holding Ltd. ("Alibaba"), (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, PayPal, Inc. ("PayPal"), Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), 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, PayPal, Alipay, Alibaba, and Ant Financial, 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 "2vf78wew11 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 black ink, appearing to read 'S. L. Ellis', written above a horizontal line.

Sara L. Ellis  
United States District Judge

Dated: September 29, 2021

## Schedule A

No.	Defendants
1	2vf78wew11
2	91Supre
3	ADBUTTY
4	AKEANU
5	akjtwcoe
6	Annnhyo
7	Ascenciok
8	cailingdianzikeji
9	chen qiuqin
10	ChengDuNeiKuiShangMao
11	chenkoutao1975
12	Coolguyid
13	DAHONGBAO
14	DAILII
15	daiyundian
16	DBDIAN
17	dezhoushidechengqutingyuankuaicandian
18	DinHuo
19	DIRSA Department Store
20	djtdhdfvb
21	dongmingxianweishenfuzhuangdian11
22	Exquisite Gracc
23	gg69wangluokeji
24	Greenhappyone
25	Greert star
26	GuangZD
27	GuangZhouTuoChongMaoYiYouXianGongSi
28	hengyangshi shiguquxiaoyunfengyechangshengludian
29	Histriosi
30	honeycherry
31	HuiAnXianLanYueXuanMingJiuShangHang
32	IPO7D84FNA
33	jiangsuzhongqiaoxinneng
34	JiaoZhouShiXinXinJiaXieFuDian
35	jieyangkonggangqudingfengleijiancaidian
36	jinantongjiejixieshebeiyouxiangongsi
37	jingliyu
38	Jinpinli LLCR
39	JIOREKSFM
40	JITENG TENG
41	jiujiangyikushangmao
42	jker67uwsrg5r



43	John Michelle
44	Joke smathin
45	JOROSEEShirley
46	Joy R Daniels
47	JUSTFORU Shop
48	JuYuan A
49	kagafasl
50	KaiFaQuLiangQianCanGuan
51	kalimacha
52	kelisiding US
53	Kepinpinpai
54	keyoushangmaodian
55	KINGJIE
56	kk001
57	Kyle C Servaiss
58	Lena Edmund
59	Lengyuye E
60	LeonoraVPimend
61	lgbeczy
62	LHDuf
63	lichengquyikongbaihuodian
64	lijianfengkejiaus
65	linyunland
66	lioiaaoiam
67	LIYIA
68	Loly Peter
69	LouiseJeShaw
70	LPNXNJ2CJM
71	Lucky Printing CYAN
72	LunaQueen
73	m,hfcvbh
74	mahongwuchaoshi
75	Manladaback
76	Maoxiy
77	Mark Clothing Store
78	MEMDARY
79	MiaoShuMengcw
80	Michael JL White
81	MichaelMichaels
82	minglangzhaoming80
83	Ministara
84	MIWENG NASEB
85	Morrnell
86	Motisure
87	Mount Huang

88	Mrgoour
89	MUHAHA
90	Multicoloured
91	NBFW
92	NEBOKACXMP
93	neimengguruhangshangmaoyouxiangongsi
94	nidemingzi
95	Ningjin County Zhongdu Electronic Commerce Co., Lt
96	nonghangshouji
97	noraset.sara950
98	OhhNoo
99	Ophelia Cornell
100	Oven Mittssx
101	Panroll Rong
102	Patricia Heredia
103	Peenygogo
104	PGLPMT
105	Pierrottoya
106	Pincepony
107	PJUAN
108	PNGLLD
109	ponhhaibuan
110	Prosperas
111	puchengxiankairuminbaihuodian
112	putianshhgg
113	PX DIY SHOP
114	qianyiyanjing
115	QINEQINE
116	QingDaoLongJiDaGuoJiMaoYiYouXianGongSiSong DeHui
117	QIONGTU
118	QNBNAWDP
119	RAINBOWSKY
120	Realchsartsa
121	Rennifer Rohnson
122	Rirfeaef
123	ROBSTAR
124	RSOFDUN
125	ruichengxianzhenggaibaihuodian
126	RZJMRU
127	Sandra Sivan
128	SANGQI
129	satisfied
130	sbfjksdhj
131	SCHARONHardy
132	sdfiod

133	ShanDongTangHeYiYouXianGongSi
134	Shangmaoyouxiancompany
135	ShangQiuShiLiangYuanQuGengTunLiangShiJingXiaoChu
136	shanxixianbaojilebaihuodian
137	Sharing technology
138	shenzhenshifeini
139	shenzhenshizhihengshengkejiyouxiangongsi
140	shijiazhuangyueqianwangluokejiyouxiangongsi
141	shijiazhuangyunboyouxuanshangmaoyouxiangongsi
142	shijiguizuyingtongyongpin
143	ShuangShiYi
144	shuohaosenshipinshangdian
145	SMTHMYXZZGG
146	Sonia Z oRX
147	SONWEI
148	SteDonnisphanie
149	Suifenhe Zhihao Economic And Trade
150	summer time
151	Sumokela
152	sunmengjun us
153	Susan M Robey
154	SZSJKMI
155	TaiGuangGui Trading
156	taixingdingtaiyuyuchaoshi
157	TaneshaGa
158	tang chunhua
159	TangShanNuanKaiShangMaoYouXianGongSi
160	Tanninghan
161	Tanxiae
162	Tdoria Ontath
163	To double
164	TOLATETO
165	tongxiheyoubeguoguguowow
166	Tonymall01
167	Tougouqus
168	Traykoshiroy
169	TSUBASA SIZWE
170	UNIKCAMP
171	VALALE
172	Vcjjd&kkde
173	Veronica Nelsonm
174	Vhappy
175	VIKIY
176	Vincenmy
177	Vitis us

178	Vivian PUYERW
179	vndjduud
180	VNUGJDF
181	Voun
182	W9APFE1FE4
183	wan-4regzlas
184	WANGJQIN
185	WangToo
186	We KE Got
187	WEDER
188	Weifuxing
189	wenhuishengxianxiaoshou
190	wertyuytrsas
191	WFCLDMCQ
192	WINSTARS TECH LIMITED3
193	WINTERCOMINGSOON
194	Wodslazy
195	wokeyia
196	Wonderful-Lati
197	wsetswhr
198	wudixiandongdongbaihuodian
199	wuhanshiboruishidaiwenhuachuanboyouxiangongsi
200	WY ShouGuangGuangKang