

**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-04759

Judge Sara L. Ellis

Magistrate Judge Sheila M. Finnegan

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 September 13, 2021, [DOCKET NO. 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, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) the identity and location, including contact information, their true name and physical address, and all associated e-mail addresses, of Defendant; (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 Stores of Defendants, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history; and (c) the steps taken by Defendants to comply with paragraphs 1, (a)-(d) above.
3. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
4. 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 ContextLogic Inc. d/b/a Wish.com ("WISH"), 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, WISH, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. 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.

6. Any Third Party Providers, including Ant Financial and WISH, 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.
7. 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 "15270905753@163.com 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.

8. Plaintiff's Complaint [DOCKET NO. 1], Schedule A to the Complaint [DOCKET NO. 2], Exhibit 2 to the Declaration of Koji Ueda [DOCKET NO. 12], and the TRO [DOCKET NO. 17] are unsealed.
9. 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.
10. 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. Ellis', written over a horizontal line.

Sara L. Ellis
United States District Judge

Dated: September 21, 2021

Schedule A

No.	Defendants
1	15270905753@163.com
2	18780404010@163.com
3	2017 alan cool
4	2017pan
5	2017peng
6	2019 ann store
7	ahuichen
8	aifusen123
9	alany4 Ty
10	alanyGG
11	Angel Suit Shop
12	Anime Clock World
13	anime picture wall painting
14	artprintoncanvas
15	baiao
16	bananagirl05@163.com
17	Basify Life Shop
18	Batman
19	Bazaar variety store
20	best-friend1314
21	bjiyhf supper-market
22	Blueseafee
23	Bonjour
24	Bull market
25	Buuuuunny
26	buyaozheyang
27	cai cong hui mr
28	CanvasKings
29	Chad2
30	Cheaper Better Shop
31	chehai fashion
32	CHEN YANG WEN
33	chenbiyun
34	chenjingjing521
35	chenmei2019
36	Chenxh Store
37	chenyan006
38	chenyulan888
39	chuili fashion
40	chunjie online
41	CJJWSMM
42	cool ideal

43	coolshoe
44	Crayons' International Trade
45	cylcylyanling
46	daiguangxian999
47	dailing fashion
48	Daily trade
49	DARBYJOAN STORE
50	Darlene Queen
51	dengjie fashion
52	DengzhStore
53	Deratechnologyalliance
54	DH Shoping
55	DIAMONDSwd
56	diaoqingduo
57	dihao fashion
58	dongrui shop
59	dr0728
60	Dragon store 2019
61	DW MC
62	echosky
63	efrdwji wholeshop
64	Emiya
65	endless creativity
66	ENZE1985
67	Even play also have to play professional
68	fangjianglingshop
69	Fashionyourway
70	feiwan
71	fenghaintss902
72	fengshopping
73	fengyan fashion
74	Fongsonshop
75	Freedom Anime Base
76	Ftdhws Store
77	funly club
78	gang fashion
79	gao li mr
80	gaocongzhen
81	gaofuwei
82	Garyma1
83	Gentlechao
84	geyou fashion
85	girlshoponline Inc
86	gongni fashion
87	Good friend trade

88	gsdeqr online store
89	GuangXi GuiLin TianYuan company
90	guermei888
91	gugang
92	GUILingYishang shop
93	guohaijuan fashion
94	guohua store
95	guozhipin
96	hailun fashion
97	haisheng fashion
98	hanbao fashion
99	hangguozi5
100	Hangzhou FuYun co.,ltd
101	Hao hao garments
102	HD PRINT 01
103	heathershop
104	hejian fashion
105	heyuwei168
106	hhjx4321
107	HK rianB store
108	Hong Kong DaYuLong International Trade Co., Limited
109	HongRenQin
110	huajian fashion
111	huajing
112	Huang Li Shuang Art
113	HUANGTU
114	HuangtuStore
115	huantianxidi
116	huwen fashion
117	I love my home store
118	In-ear Earphone Electronicsdianzimaoyi
119	Innocent smile
120	irfdrhv Friday
121	jiafeng
122	jiang fashion
123	Jiangtao Sotre
124	jianqinbb
125	jim lester
126	jingjing art
127	jintao 1995
128	juanshuiliu
129	junmei wholesale store
130	jxxyyouth0104
131	kaixuan trading company

132	kalywang
133	kangbifeng
134	kende fashion
135	kexuyang55666
136	kjghkGH
137	langru586
138	Lanxi Hao Bo ecommerce.Co., Ltd.
139	Leaves the market
140	leizhang special
141	LFL2017
142	li li sss dian
143	liangsong
144	lie2019
145	liedanfengfeng
146	lijinjinjin
147	Linfeng House
148	linjiedianpu
149	linlin135
150	LINXINGE
151	litingting55
152	liudandan fashion
153	liuhaimiao fashion
154	liulei609
155	LIURENTIAN
156	Liuxinying1688
157	liuzhen1
158	liuzijia fashion
159	lizhdfushi
160	Love is a thing that needs a price
161	loveyooy
162	lucksilver
163	Luckymeifan
164	luckyxuefang
165	luckyzhiqiong
166	luckyzp
167	lucyme
168	LUOQI173446
169	luyi fashion
170	LVYUFANG
171	lyifashion
172	maikooshop
173	manmanxiaoqingluo
174	manson1
175	meijianvzhuang
176	mingming liangshang

177	Miss Gu's Shop
178	Mking
179	mnbipjhg online store
180	MONIXI
181	moontea
182	Mr. rabbit's shop
183	my love girl
184	myweiclub
185	Need Love
186	Nenglishiran
187	nguonsigh
188	nian fashion store
189	nicoley
190	Nine Point Store
191	niyin fashion
192	nokelo store
193	nxhipnner
194	oiynul fashion store
195	Oreo Li
196	Oriental colour
197	ouqu334 plaza
198	outdoors poet
199	OYHL
200	panda magic
201	PANGLUOBO
202	panlong fashion
203	PCFDDP7415
204	PiuPiuShop
205	pototstore
206	prefect t-shirt
207	pricornikesplaza
208	princess department store
209	printzhu2018
210	puan fashoin
211	PY life
212	qafrds plaza
213	Qianchen Trade Co.,Ltd
214	qianglimaoyishangxing
215	qicai10
216	qingxiu fashion
217	QINlingP
218	qiuvm online store
219	qiushu
220	qiuyahong fashion
221	qoujii online store

222	Qxiansheng
223	RanYinP
224	renchaoL
225	retain
226	RuidaMaoyi
227	RUKI
228	safdgcx store
229	sam wall clock
230	sfydy
231	shamenchuanqixingwangluokejiyouxiangongsi
232	shandianhui