

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

TOHO CO., LTD.,

Plaintiff,

Civil Action No.: 1:21-cv-04781

v.

Judge Charles P. Kocoras

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

Magistrate Judge Maria Valdez

Defendants.

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, [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

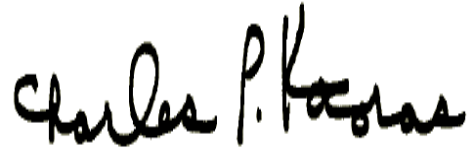
- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for TOHO, nor authorized by TOHO to be sold or offered for sale, and which bear any of 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 eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHgate.com DHPORT, DHLINK, and DHPAY ("DHgate"), 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, eBay, PayPal, and DHgate, 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 eBay, PayPal, and DHgate, 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 "adipratamastore 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, reading "Charles P. Kocoras". The signature is written in a cursive, flowing style. The first name "Charles" is written with a large, prominent 'C'. The middle initial "P." is smaller and follows the first name. The last name "Kocoras" is written with a large 'K' and a long, sweeping tail that extends to the right.

Charles P. Kocoras
United States District Judge

Dated: September 29, 2021

Schedule A

No.	Defendants
1	adipratamastore
2	artgift
3	awalwatchshop
4	canvaseller
5	Changsha M-Shine Crafts Co., Ltd.
6	consoledecals
7	danutoy
8	hauseofart
9	kaldera
10	letsqobricks
11	minifigjoystore
12	opik
13	post
14	powpow
15	printgift
16	riantolukman26
17	simonclothing
18	thaimovieposters
19	7295857
20	15oceaneshop
21	2014_onram
22	2018hengry
23	3dayandnight
24	520_house
25	7.us634
26	88fashionstore
27	88good-toys88
28	a.s.rajakaruna
29	aczon
30	adetyawaprasety-0
31	aezos.store
32	aiiu7758
33	airwires
34	alipapastore
35	allhappystore
36	amirfar_shop
37	amyamyou
38	amywangshopp
39	angeld4226
40	angelsupplier88
41	anymili

42	apsudaya-0
43	artposters
44	aryaceer
45	ashuodexin
46	atar_shop
47	atril45
48	autoclub2015
49	autofamily2015
50	awsi4410
51	b8b-41
52	bak-gust
53	beibei_ping656
54	benjeans2015
55	bett-8743
56	bettybellaa
57	borovicbe
58	caiyunremaidp
59	chanu1995
60	chari_52
61	chathushx15
62	cheerful998
63	chenlinaa551
64	chichengshangmaokeji
65	chunruanhuakai999
66	chunshengyu8maijia
67	cnc_icecream
68	contra-017
69	crystal777888
70	cyber_model
71	d.emporium
72	dalobrie-1
73	dand_3778
74	dangrinma0
75	de142473
76	de-2012unbesiegt
77	dealatpop1bay
78	dekdoi
79	dildez_2
80	dipper-dubhe
81	dongfeng2o17
82	dongmei_liu
83	dosupo0
84	doww_worktshirt

85	dragon_rider599
86	dreaming_18
87	dumithstore
88	e_only
89	edbid2019
90	ekb_3309
91	ekob7903-2
92	etj489
93	extremegk
94	extrememodel
95	fantasticshop-001
96	fashiontop19
97	fast168
98	favoritezone
99	feeladd
100	fei_xiang99
101	fhnkd5243
102	followstep
103	fushi723
104	fx2757745did0
105	galiernawa-0
106	gameclubretro
107	genuine_925
108	genuine_store_100*
109	gkever2016
110	glha3076
111	goldeneyethe.2
112	gosellerstore
113	gostep8899
114	gra_uhz5jsb
115	guangzhongb-3
116	guoyun.232565
117	h_and_h_store
118	hang2rong
119	hantetechb
120	haohaodianpu1688
121	happystar_jo
122	haree-7
123	heartlaval
124	hettiyakandage-15
125	hongchang188_5
126	hothk666
127	huaqira0

128	huipuzzle
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133	jackbruh_25
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135	jaguaroffer
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138	jeewa_suppliers
139	jinboyanc380_5
140	jiwu07-43
141	joylife_gallery
142	joylife_word
143	kenf52600
144	kklkk_products
145	kodonline
146	lamiltion
147	lazycorner
148	lingfang11
149	linjiazhengxiaopu
150	linwangz69
151	liu35568
152	liubeauy9
153	liuzhen_87
154	liy9910
155	longxing369
156	lotsgoods88
157	lovecar8816
158	loveningbaby18
159	luomeikitm
160	lus2250
161	luxudesign
162	luzhongfei2
163	mach9320
164	madukaravishan
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168	malkash0
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170	martwall_toys

171	mbwijay-8
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173	mjx5059
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179	sa-miracle-world-store
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183	smart_hut
184	tas6040
185	tyj2018
186	uvindu-5
187	vinura95
188	weihui3_12
189	wemolimko
190	woztistore
191	wutan_2352
192	wx3_10
193	x_heaven
194	xinwei86pink
195	xt9_92
196	yinyufje
197	zhang-2778
198	blockstar
199	laoxishangmao
200	muskegonmall
201	nice8688
202	Ningziluo02
203	Nxytoy
204	onenight10
205	Onestwoslive
206	opensuass
207	orangutanmall
208	peabodyshop
209	Senior8sunglasses
210	shoppingfuny
211	Supermarket666
212	titokti08
213	untybothdh

214	voicemanys
215	w71977568
216	watsongate
217	Web1
218	Wechat18contact
219	wichitashop
220	wnp9898
221	Wuhuuzi
222	yiziluo01
223	Yourdresshouse
224	Yuanxian
225	zhinen
226	Zym56001