

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

TOHO CO., LTD.,

Plaintiff,

Civil Action No.: 1:21-cv-04973

v.

Judge Matthew F. Kennelly

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

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 28, 2021, [16] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds 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

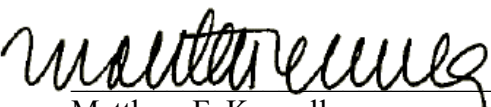
- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for TOHO, nor authorized by TOHO to be sold or offered for sale, and which bear any of 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 ContextLogic, Inc. ("WISH"), (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, WISH, 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 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.
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 “Jenniferduck 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 [16] 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:


Matthew F. Kennelly
United States District Judge

Dated: October 12, 2021

Schedule A

No.	Defendants
1	Jenniferduck
2	jessie1991
3	jfgdc
4	jfppr71shop
5	JfshbwD
6	jhzjl37shop
7	jiachenyu
8	jialangyi
9	jiangcheng780
10	jiangduo795454
11	jiangjianliang123
12	Jiangqian5566
13	JIANGYANG520
14	JiaoyadisWa
15	jiaqingshop
16	jiejiezong
17	jinaijuan112
18	jinbang001
19	jinbangxianyou
20	Jingou Bye Faitmasion
21	jinhong158
22	Jinhua Flydream Clothes Co.,Ltd.
23	jinhuan2yu
24	jinxing fashion
25	jiweiguo66058
26	jnibhu
27	John11
28	JORMAN1
29	JOSEPH GARCIA43
30	Joy DElia
31	Judoth Strong
32	JuliusAndrewuCuNk
33	julu 996047
34	JushangbabenuFc
35	juyun295
36	jyvuvji
37	KAREN66058
38	Key xz love
39	kdsiiowshop
40	kellycanales90077108
41	Kevin Reilly54
42	KevinHarlansNaAb
43	khosd
44	Kierstenwind
45	KingFruit
46	KJHGFDGHDdfg

47	Knfeuifoa
48	kongchuiji9679
49	kongjun Store
50	kongxuanyu1123
51	Krome
52	kujercoco
53	kungsic
54	KyleRichardxNhCo
55	Lady NIUNIU
56	lailei81
57	laiyanting123
58	lan fang520
59	leiguihua907790543
60	letheytwfsl
61	Leudmilayy
62	Li Fang Art Painting
63	li niu550718
64	liangchangmi147258
65	Lianglili1984
66	liangmiaoa
67	liangweijie88
68	liangyihao11
69	LianTingYi68235
70	liaoqingxia1234
71	libei123456
72	lic2030shop
73	lichenglong521030
74	lichunyu6688
75	lidan556688
76	liduyhay
77	lifei66580
78	liguligu
79	lihaifeijia
80	lihao461x
81	lihengli8
82	lihongwei66058
83	lihua66882
84	lijiachengz
85	lijamei147
86	lijingwei163070
87	likuik
88	lilinmei
89	liliyan168
90	lilong79328093
91	Lilyhappy
92	liminhao fashion
93	limomo1126
94	lin923923
95	lin96670734

96	linchangbiao8752895
97	lindelin2211
98	linhaixian Store
99	linjishui fashion
100	LINMINGQIN
101	linsuruo9833
102	linweiguo189068
103	linziyun1314
104	lipeiyaoa
105	liqiuyi Store
106	lirunyu9876
107	lishanshan133
108	lishun123
109	lisiqin520
110	lisu2780
111	liting3658
112	liuanxin
113	liuchenyuj
114	liuchuanzheng258
115	liuchunxiang66058
116	LIUDONGLAN888
117	LIUGAI
118	liuhao13680
119	liujiaming3815
120	liujie345
121	liumeilanshoprh
122	liupengxue66058
123	liuqingshan fashion
124	Liusitong0514
125	liuwanchun145
126	liuwenqian66058
127	liuxiangyuanLXY
128	liuxiaowan666
129	liuxinyu76494
130	liuyamg0464
131	liuyanchun14725
132	liuyi58
133	liuying99999
134	liuyujuan6855
135	liuyuxiang599599
136	Liuzhongyan288
137	liuziqi fashion
138	LIwen258258
139	lixiaoping Store
140	lixinran42164
141	lixinxia163
142	lixuezhen1314
143	liyang111
144	liyang136

145	liyaolong13
146	liyongchao369
147	liyuanli6666
148	liyuefei21
149	liyuping7890
150	lizhao667
151	lizhendong66058
152	lizhihao842200
153	ljnn
154	long1515
155	longfei Store me
156	Longxiang water pressure pump
157	longzhichao123
158	LOS XOWN
159	ludongxue5667
160	luizijun12345
161	Lujingt
162	luohan1003
163	luoyufu31
164	Lupingxin22
165	luxianqiang0749
166	lvchao88988
167	lvhaoru7913
168	lvpin Store
169	lvwenjia Store
170	lvzhaojian3959
171	Lx living room decorative painting shop
172	MaggieDuketAqE
173	mahua Store
174	MANAN.zhe-lk520
175	manrui123
176	maohailong147258
177	maoyifei fahion
178	MartinaEnochgReErD
179	Matesibang
180	MauriceGabrielyLiB
181	maxian fashion
182	mayanning274324
183	mchssshop
184	mcritheiuqoqg
185	mcsmetefpquhe
186	MeibacaichejWh
187	Melanie Lewis
188	MelissaHeatherbPrLr
189	mengfanwei66058
190	mengxeng94
191	mengxueke147
192	miaozhenghai0987
193	Michael stollin shop

194	Miguelshop
195	MIN TANST
196	mingxiaoxu
197	Mingying0824
198	MMM HHH
199	mmnnbbvvaa
200	mmxhnly
201	mosaicmeqyzs
202	Mr. TanZF
203	muhanstore
204	mushaejea
205	muyang-originally
206	Naienliy Aafer
207	Nancen Xiekjo Pudaken
208	Nancy Nicholson54
209	NaopanyanrU
210	NatalieLeeaUfOk
211	Nayanghong
212	nealeyrinpyha
213	nelson32
214	Nelyerson3
215	niang juan785
216	niemeiling
217	nijuan0735
218	NingG
219	Nnonpmeco
220	nnvhuqupo
221	Nolen16
222	Norma Herrera
223	NS2019 apparel
224	nzovgpshop
225	oconnellgwen295
226	odom34rhodes6
227	Oliver Flood
228	OliviaH
229	omjoivsjer
230	ongb470
231	OOipasighhw
232	ornaihship
233	paguexia
234	PaixialuchendX
235	PANCHUN
236	pangkegai5
237	panweeduey
238	panyingliang886
239	pdaoid
240	peluchesoviedo
241	peng jiwrn
242	pengchunchun839628

243	pengfeizshop
244	pengping123
245	pengqe52
246	pengshuai4646557
247	pesegfmx
248	PhoebeJoshuaqAfAID
249	pianpiancai
250	piaoxiang wholeshop
251	Pickering12
252	piiziwiqsmmb
253	Pingprice shoes
254	PLayboytoo
255	pokingj plaza
256	ppijuli
257	ppwqishop
258	Print Canvas Shop
259	puci
260	qayykkxru
261	qear2874
262	qexdgbqud
263	QFZ
264	qiangjia fashion
265	QiaoweikefYj
266	Qiaoyufeng
267	qishang521
268	qisiyuan52745
269	qituo454684
270	qiuyu fashion
271	qixueyu1994
272	quaintly
273	quancuifengqi
274	qujiaojiao58993
275	raemerchiatdauo
276	rdghtfhbyttf
277	Rebeccarr22vscca
278	Red Oranges
279	renjiangyun467
280	reyes15
281	Rigoberto Jessie
282	RoadStore9x
283	Robert Shuemaker54
284	Robertcx
285	Rodriguez784
286	Roger Robles
287	RosalindTyronetLmLr
288	S xuanshop
289	sanmekegerin
290	Sapinstshop
291	Sarengaowa

292	Scvdfdf
293	sd7hg89sdkgh
294	Sdaddws
295	sdasdasd123456
296	sddfidefibccxa
297	SDFRY369
298	sdggty
299	sdimhua
300	sdjkuskdyfkuf
301	sdsfdfsfd
302	seseptgw
303	sethouezeceyr
304	sexdrctfgvypu
305	sexean3
306	sfhe
307	sfj xis
308	shajeuhua
309	wangjun88433
310	xuruonan199
311	Yimeiguan258