

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

TOHO CO., LTD.,

Plaintiff,

Civil Action No.: 1:21-cv-04993

v.

Judge Manish S. Shah

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

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 Amended Schedule A [10] (collectively, the “Defendants”).

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 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. 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;
- e. 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
- f. operating and/or hosting internet stores or online marketplace accounts 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, ALIPAY US, INC. (“Alipay”) and its related companies and affiliates, PayPal, Inc. ("PayPal"), Huguang International Limited or Dunhuang Group d/b/a DHGATE, DHgate.com DHPORT, DHLINK, and DHPAY (“DHgate”), and Alibaba Group Holding Ltd. along with any related Alibaba entities (“Alibaba”), (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within seven (7) calendar 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 [Amended] Schedule A; and
 - 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.
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 marketplace accounts, 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 Alipay, PayPal, DHgate, Alibaba, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within seven (7)

calendar 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 Internet Stores, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Internet Stores;
- c. Defendants' websites and/or any online marketplace accounts;
- d. the 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, Alipay, PayPal, DHgate, 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. Alipay, PayPal, and DHgate shall, within seven (7) calendar days of receipt of this Order, for any Defendant:
 - a. locate all accounts and funds connected to Defendants, including, but not limited to, any Amazon accounts connected to the information listed in [Amended] 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 shall within seven (7) calendar 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 [Amended] 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 “!00% cotton tshirts0000 Store 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 \$50,000 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 [Amended] Schedule A attached to the Complaint [10], 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) [15] and (3) the Temporary Restraining Order [17].

Dated: November 8, 2021



U.S. District Court Judge

[Amended] SCHEDULE A

No.	Defendants
1	!00% cotton tshirts0000 Store
2	100 cotton- tshirts Store
3	100% cotton T-shirt 151 Store
4	100% Cotton T-shirts A Store
5	100% Cotton T-shirts S Store
6	100% Cotton T-shirts TT Store
7	1947 Store
8	2019 Life Beautiful Store
9	2019 Poster Store
10	20211688 Store
11	2QIMU Official Store
12	52Hertz Store
13	A little grass world Store
14	A+++ Sports Jersey
15	Aelfric Eden Streetwear Store
16	AIJIACHINA Store
17	Ainiel World Costume Store
18	AJZHY Store
19	AK001 Store
20	Alice Custom For You
21	Ali-supercos Store
22	All Products Dropshipping Store
23	Amans Store
24	Amy World Dropshipping Store
25	angelababy store Store
26	Angelina Jolie Store
27	anime-tribe Store
28	Anivia Store
29	ao kezhi Store
30	armario de moda Store
31	Art Insight Drop Shipping Store
32	Auchan trading co., LTD
33	AudreyHepburn Store
34	Baby Child house 2019 Store
35	Beautify Shopping Store
36	Best Luck Children's Apparel Shoe Store
37	BestBear Store
38	Bestown Store

39	Bianche Wall Official Store
40	BIANYILONG authorized direct operation Store
41	Biaohong Trading Store
42	Bookger Store
43	Boyhood Store
44	Brandcustomization04 Store
45	brave battle iCanvas Painting Store
46	Burning-YU Store
47	BuXian Yi Store
48	CAMILALA Store
49	CANVASART Store
50	CanvasEmpire Store
51	CanvasKing Store
52	Chaotic Ar's Store
53	chendeblao Store
54	Children Among Us Store
55	Children Baby House Store
56	Children's Garden
57	childrens Store
58	children's t-shirt 311 Store
59	Children's t-shirts 888 Store
60	china 0793 Store
61	cipkid Store
62	Clman Store
63	Clothes Hub Store
64	Cola Toy Store
65	Collect Toy Store
66	Colorful House Children's Factory Store
67	Colorful house for children Store
68	Colorful Kids Clothes Store Store
69	cotton T-shirt old Store
70	Cotton T-shirts X Store
71	C-position children's wearSelf operated factory Store
72	Cross-sealand landmark Store
73	C-SITE Garments Store
74	Cube Club
75	Cuty TOY Store
76	CZ DROPSHIPPING 1314 Store Store
77	CZY party fans Store
78	da chenzhen Store
79	DA XIANG Store

80	da xiao Store
81	da zha Store
82	Dabria Store
83	daiqide Store
84	miduo dropshipping Store
85	a397620168
86	A76538300
87	a871461251
88	Aboutdream
89	adidascup
90	adidastee
91	adidastshirt
92	afantitoy
93	ajp123
94	allin1cases
95	DISMISSED
96	amazzz
97	amesion07lj1
98	amesion24
99	amesion2502
100	amesion29
101	amesion43
102	amesion59
103	amesion64
104	amesion67
105	amesion73
106	amesion84
107	amesion85
108	andytt
109	angela918
110	arielzl
111	Aringstore
112	armaniteeshirt
113	armanitshirts
114	Armhole
115	asdf147259
116	astroworldclothing
117	athleticwindbreaker
118	atoy
119	autumngirl
120	DISMISSED

121	bai06
122	baishi1
123	baishi10
124	baishi2
125	baishi9
126	balmainjeanshermes
127	banwanyue2
128	basgirl
129	Baylinestore
130	DISMISSED
131	DISMISSED
132	benedica
133	berniece
134	berota
135	best_fans
136	bestqualityservice
137	bestseller6878
138	besttshirts201810
139	DISMISSED
140	DISMISSED
141	DISMISSED
142	DISMISSED
143	Bigfuny
144	bikerjeansmen
145	billionairemenboys
146	bincheng1
147	bincheng10
148	bincheng6
149	bincheng7
150	bincheng9
151	bingfenstores
152	Bishops
153	biusec
154	biyue1
155	biyue4
156	biyue7
157	blue_water
158	blueberry07
159	boophotography
160	boromir88
161	bosiju

162	bossde3
163	boxlogokith
164	boysclub
165	brand_ys02
166	brand_ys03
167	brand_ys04
168	brand_ys05
169	brand_ys06
170	brand_ys07
171	brand_ys08
172	brand_ys09
173	brand_ys10
174	briscobrand
175	DISMISSED
176	bubuda_shop
177	buoyantrade
178	burberrytshirt
179	burnthebeans
180	DISMISSED
181	DISMISSED
182	caige
183	caisemao02
184	caisemao1
185	calvinkleintshirts
186	cancup
187	DISMISSED
188	Cantury
189	celucasn
190	chai2018
191	chanbai
192	chikui
193	childlike03
194	childrendm2
195	childrenshop
196	chinatonyzhong
197	chiphop
198	Chuanzuo
199	DISMISSED