

**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-05460

Judge Jorge L. Alonso

Magistrate Judge Susan E. Cox

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 October 25, 2021, [18] (“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"), Amazon Payments, Inc. ("Amazon"), Alipay US, Inc. ("Alipay") and its related companies and affiliates, Huguang 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, Amazon, Alipay, Alibaba, 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, Amazon, Alipay, Alibaba, 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 "adriant27 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 [18] 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 dark ink, consisting of a large, loopy 'J' followed by a stylized 'A' and a period.

Jorge L. Alonso
United States District Judge

Dated: November 23, 2021

Schedule A

No.	Defendants
1	adrinant27
2	boomtoys
3	canvasco
4	Dongguan Yimo Model Technology Co., Ltd.
5	circle-x
6	costoy231
7	damranwa0
8	dance13147
9	danikhalw_0
10	darbyjoan
11	davidcoverboy127
12	dda8865
13	dele_32
14	dewapriili_3
15	dhey_wang
16	dingshengpt
17	diyamay-0
18	dodkrisn-0
19	doisia9
20	dreamsetsail2019
21	dreamworld-0624
22	ebuy-travel
23	edinamo-0
24	edsutrisn-0
25	egpranat-0
26	damoyouhua
27	Danilife
28	danqun
29	David Christopher
30	DayDayBaoDan
31	DDDDFGJRR6
32	Deborah E Freeman
33	Decangbaihuo
34	DeniseDDaniel
35	Deziro
36	dhghjggscvk
37	di_jian_poster
38	Dick Church
39	DLove-Home
40	Dong ZhiYuang
41	dongtiantianhuihua
42	Dorathy
43	DOULADOU
44	DPC9D373
45	Dream Catcher1
46	dreambeading

47	dsa15454
48	DtopShowercurtains
49	DUANGUOYAN
50	Dynamic zone
51	DYTESR87IF
52	Elegant and Popular
53	ElizabethRMcCord
54	Elizabeth-shop
55	ELLIE BROOKES
56	Els Printed
57	enxiangxij
58	ErEear
59	EricDCarl
60	ERMITCHELLNEST
61	Eyannchecheodi
62	Fairy Magical
63	Famous World
64	Fan Wei DongDGJH
65	FantasticFunny
66	fashioa
67	Fashion-1938
68	fdbnsfsa
69	Feng's Shop
70	fengyanrt
71	fenhuilu
72	FEWKLE1T
73	fgh.21HFH
74	fimend
75	FINLEY BRADY
76	For the king
77	FORCUTER
78	Forest Dreamland
79	Forlove365
80	Foru idea
81	FSKDFHK
82	Fssatung
83	FUREIN
84	Fushaientockan
85	Fushimuma
86	fyhgbyhgujhj
87	fzhipinjingybu
88	Fzhixialjia
89	GailPoored
90	gaoyaoqunananweilongshangxing
91	gaoyuxing
92	GarleyTrust
93	GD-fashion
94	Gekuangdy
95	GengHao

96	GEORBUR
97	GEORGIA MILLS
98	Gesheng
99	gh47102sw
100	Ghuaganq
101	ghyguhjkj
102	Ginger D Hallberg
103	GNM189UYK498YU4J65TY3
104	GOCABBC SHAP
105	Huang Haiping Convenience Store
106	HuangJinGang
107	HuaWu Harte
108	huaxins
109	Huidibai
110	huiliyuanshiye
111	Huize Angdao Trading Co., Ltd.
112	CTRLT Store
113	dan k Store
114	Dance in the Clouds Store
115	DAYLUFOO 668 Store
116	DB baby kids Store
117	DB high quality children's Store
118	ddCOOL Store
119	Dekmilo Sendi Store
120	Delton Store
121	Designer0096 Store
122	Devin Du Beckey Store
123	Devin Du Store
124	discovering toy Store
125	dlife Store
126	Dongguan Join Success Toy & Gift Co., Ltd.
127	Dongguan Nuoyi Toys Co., Ltd.
128	Dorisfashion Store
129	Dropshipping 1314 Store
130	Dropshipping Workshop Store
131	ELVISWORDS Custommade Store
132	Encontrar Children's Store
133	Epiphany Store
134	ETDY Store
135	Fan I Store
136	Fan/chao Store
137	FancyCos Store
138	FEERIJT Zhumeng Store
139	feng shun Store
140	FGKKS 2 Store
141	FGKKS 4 Store
142	Flobess Store
143	flosgogo Store
144	FLYBOY Store

145	Foco Store
146	Fogimoya Store
147	Fojaganto Official Store
148	Four seasons men's Store
149	Fourth Store
150	Fuzhou Shengfuyong Cultural Industry Co., Ltd.
151	Galaxycosplay Store
152	gamesartpainting Store
153	Glary Trending Store
154	Glod Posters Store
155	go 888 666 Store
156	Huatang Toy Tribe Store Store
157	Cozyroam
158	damon568
159	damon989
160	dapiao
161	Daquanzuo
162	david leeds
163	decbeer
164	deepseastation
165	dengfengzaoji05
166	desertrose
167	designbyhumans
168	designermensclothing
169	designerwomendress
170	designprinttshirts03
171	designprinttshirts07
172	designprinttshirts08
173	designtshirts
174	designtshirts201803
175	designtshirts201804
176	dgmcyima
177	Dhgateclothinge
178	didmore
179	diortshirt
180	diortshirts
181	distinguishedtee
182	diybackpacks
183	dodoee
184	domisi
185	dongzhiguangzhineng
186	dragonballdsquared
187	dragontee
188	dressave
189	eatipstore
190	Eatopstore
191	edwiin04
192	elegantstorefemale
193	elizabethy

194	emingcompany
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