

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

KHARA INC., and GROUND WORKS CO., LTD.,

Plaintiffs,

Civil Action No.: 1:22-cv-00010

v.

Judge Charles R. Norgle, Sr.

THE PARTNERSHIPS AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON SCHEDULE "A",

Magistrate Judge Sunil R. Harjani

Defendants.

**PRELIMINARY INJUNCTION ORDER**

Plaintiffs KHARA INC., and GROUND WORKS CO., LTD. (collectively, "GWC" or "Plaintiffs") 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 GWC's Motion as follows.

This Court finds GWC has provided notice to Defendants in accordance with the Temporary Restraining Order entered January 5, 2022, [17] ("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, GWC 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 GWC's

federally registered trademarks, which are protected by U.S. Trademark Registration Nos. 2,923,657 and 6,193,482 (collectively the “NEON GENESIS EVANGELION Trademarks”) to residents of Illinois. In this case, GWC 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 and infringing versions of the NEON GENESIS EVANGELION 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 NEON GENESIS EVANGELION 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 GWC’s previously granted Motion for Entry of a TRO establishes that GWC has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that GWC will suffer irreparable harm if the injunction is not granted.

Specifically, GWC has proved a *prima facie* case of trademark infringement because (1) the NEON GENESIS EVANGELION 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 NEON GENESIS EVANGELION Trademarks, and (3) Defendants’ use of the NEON GENESIS EVANGELION Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with GWC. Furthermore, Defendants’ continued and unauthorized use of the NEON GENESIS

EVANGELION Trademarks irreparably harms GWC through diminished goodwill and brand confidence, damage to GWC's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, GWC 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, 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 NEON GENESIS EVANGELION 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 GWC product or not authorized by GWC to be sold in connection with the NEON GENESIS EVANGELION Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine GWC product or any other product produced by GWC, that is not GWC's or not produced under the authorization, control, or supervision of GWC and approved by GWC for sale under the NEON GENESIS EVANGELION Trademarks;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of GWC, or are sponsored by, approved by, or otherwise connected with GWC; 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 GWC, nor authorized by GWC to

be sold or offered for sale, and which bear any of GWC's trademarks, including the NEON GENESIS EVANGELION 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 GWC'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 Amazon Payments, Inc. ("Amazon"), shall, within seven (7) calendar days after receipt of such notice, provide to GWC 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

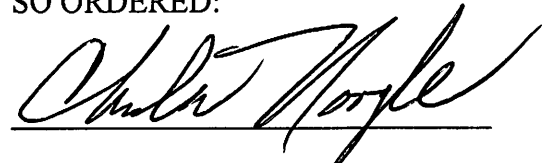
of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Amazon or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. Upon GWC'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 NEON GENESIS EVANGELION Trademarks.
5. Any Third Party Providers, including Amazon, 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 Yasuhiro Kamimura, 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. GWC 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/or by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 2 to the Declaration of Yasuhiro Kamimura 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 “fengzequyouzhipingongyipinshanghang 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. Plaintiffs’ Schedule A [2], Exhibit 2 to the Declaration of Yasuhiro Kamimura [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 Dollar (\$10,000) bond posted by GWC shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

  
U.S. District Court Judge

Dated: January 12, 2022

## Schedule

No.	Defendants
1	fengzequyouzhipingongyipinshanghang
2	FF911 DESIGN
3	FFJYSM
4	FFMC
5	fgvgghughjhh
6	fhyrhyr
7	Fingerprint Home
8	fjghw
9	flydesign
10	FMEFDFS
11	Forever case
12	foshanshiqiaomumaoyiyouxiangongsi
13	Fra art
14	FRVFFB
15	fsdgaga
16	Fu Linnan DP
17	fubinart
18	fuchuanfushi
19	fujiaandazuyuanhengguangdianyouxiangongsi
20	fujianxiang
21	fukungongyipindian
22	FUNAN
23	funimaoyiyouxiangongsi
24	furuye
25	fuzhoushicangshanquzhengtingdianqidian
26	fxdrsg
27	FXUXZHXIXYOXUX
28	FYLIUZHIYONG
29	Gabriel redmond art gallery
30	gangchenbao
31	gaoguofu777
32	gaomishiliyilinbaihuobianlidian
33	gaomishiwangrongxiriyongpinbaihuobu
34	gaoxin painting art
35	gaoxinkaifaqudaowoshangmaoyouxiangongsi
36	gaoyingjun1992
37	Gare Art
38	Gary Wright
39	GDS Store
40	gdtu7iio
41	GearPowers Store
42	gehuanshangmaoyouxiangongsi

43	gfjkdtyk
44	GJFGJF
45	GJiaArt
46	GJX123
47	glaianh
48	gongyanli0601
49	Gongyishiluzhuangxuexiangchuguixiaoshoubu
50	Gourydone
51	GQIJIE
52	Great Exhibition
53	GREIT
54	grthgrt1
55	gshanhuagongkejiyou
56	guangbeishangmaoyou
57	guangdongshengyishangkeji
58	guangshaoriyong
59	guangxunBD
60	Guangzhou Nichunfang Trading
61	guangzhoubinfanshangmaoyouxiangongsi
62	Guangzhoujinghuishangmaoyouxiangongsi
63	GuangZhouKeXiMaoYiYouXianGongSi
64	GuangZhouKunShangLaoShangMaoYouXianGongSi
65	GuangZhouKuYuanShiYouXianGongSi
66	GuangZhouNanShaQuWeiWanShangMaoYouXianGongSi
67	guangzhoupingliangshangmaoyouxiangongsi
68	guangzhoupojunmaoyiyouxiangongsi
69	GuangZhouShenKeMaoYiYouXianGongSi
70	guangzhoushishanxidianshangwuyouxiangongsi
71	guangzhoushiyanrunguojiamaoyiyouxiangongsi
72	GuangZhouSiQingShangMaoChiWeiDong
73	GuangZhouSuPingMaoYiYouXianGongSi
74	GuangZhouTaiHuaiKeJiYouXianGongSia
75	guangzhouxilamaoyiyouxiangongsi
76	GuangZhouXingLiMaoYiYouXianGongSi
77	GuangZhouYaoShouXiangYiLiaoSheBeiYouXianG
78	guangzhouzanyuanwanglaokejiyouxiangongsi
79	guangzhouzilingmaoyiyouxiangongsia
80	GuanSaiHuHaiGuoJiSheC2L5
81	guanwangbh
82	GuanXianShengNuoShangMaoYouXianGong
83	guixuanwangcai
84	guizhouaibaoleshengwukeyiyouxiangongsi
85	GUOFYMIAO
86	GUOJIAJIE
87	guolisibaihuodian



88	guoxiaozhi123
89	GUOYANX
90	GuoZhiLangShop
91	guzhenxianchengguanlaotongguanroujiamoxiaochidiaN
92	GW-US
93	GZZXG
94	HaiKouHaoXuan
95	haikoulonghuaquyixuanbaihuodian
96	haikoumeilansenzhoubaihuodian
97	Haile Limite,
98	HanDesen
99	Handsome prince
100	hangtao
101	hangzhoushushuwenhuachuangyiyouxiangongsi
102	Hanjiang District Bowen Commodity Store
103	hanjiangqu xiaoshiguangzhaoxiangguan
104	hanmo wall art poster
105	hanqida
106	Hanse999
107	hanyibaihuodian
108	HAOHAOXUEXI
109	haojiajumendian
110	HaoJiaYaoChaDian
111	Haopingjianzhu
112	HappyPotato
113	Hashramarket
114	HDSGEVSA
115	He Fang Art Gallery
116	HeBeiAMiWenKeJiYouXianGongSi
117	HeBeiDingRanHuanBaoKeJiYouXianGongSi2
118	HeBeiQinFenFaFangZhiZhiPinYouXianGongSi2
119	hedongqumengyuantushujingying
120	hefeijiannieshangmaoyouxiangongsi
121	hefeiluyangguguoxuanguotongzhuangdian
122	HEHAIXIANG
123	Heibaicafe
124	HeJingLong
125	Henadazu
126	Henan Chip Electronic Technology Co., Ltd
127	HeNanKeZuoShangMaoYouXianGongSi
128	henankuzhongfuhuaqiyouxiangongsi
129	henanouzhishangmaoyouxiangongsi
130	henanshengkuafanshangmaoyouxiangongsi
131	henanshengzanrunjianzhulaowuyouxiangongsi
132	henghuaqunu

133	hengyangshi shiguquxiaoyunfengyechangshengludian
134	Henruruke
135	HGFJDKL
136	HHHNNN.Store
137	Higher Grade
138	hitongchuanqutengdaxiaochidian
139	HJIACHE
140	hmeuse
141	HNcullinan-US
142	Hohomark
143	hongsifangbaihuo
144	hongxiajiushui
145	hongxiaolongdezahuopu
146	hongxinart
147	HONGYUN
148	Houm-US
149	HQXMD
150	hsadfcxvzdczx
151	HscArt
152	Hsiao Yao Department Store
153	Hu Xiaowei DP
154	Huang Chaobin
155	Huang Xingfang
156	Huang Yi Shop
157	Huang Zhenzhong
158	huangbingruidiyidedian
159	huangdaoquxiaomandewo
160	Huangfu-CA
161	huangguofeng11
162	huangjiefeng
163	huangjieshop
164	huangkaiyudiyigedian
165	HUANGLIdian
166	HUANGLIFEN
167	Huanglin Tec
168	huangmeilidiyigedian
169	huangminggongDP
170	huangshishiyezhangdianzishangwuyouxiancompany
171	HUANGXIAOYAN1991
172	huangyajingdiyigedian
173	HUANGZHIGUANG
174	HUBEIJINGRUANRUANJIANKEJIYOUXIANGONGSI
175	hugang02022
176	huifushanghang
177	huihuidexia

178	HUINA-CHEN
179	huizhoushi beihengyi
180	HUKopi
181	Hulilala
182	hunanlelv
183	Hurd-US
184	Huxiangenwu
185	HYUXIA
186	HZFE Posters Store
187	HZSXMASK
188	Ice City Store
189	iloveloca777
190	Innovative new product life
191	Interesting oil painting
192	International trade in China
193	jack poster
194	JAJYQIN
195	Jamlin
196	Jane Lin
197	JayaMuseum
198	jdkvh
199	Jennifer Dent
200	Jesssky
201	JGXQ
202	Jhkysm
203	JIAATNG
204	Jialing Custom
205	JiaMuSiShiXiangYang (Dong) QuZhongTongChaoShi
206	jian yu chun
207	jianbojingyingbu
208	jiangbeixinquerdanzhuangshigongchengjingyingbu
209	jiangsudanyunkejiyouxianzerengongsi
210	jiangxinnanzhuangfushi
211	jiangyinshibeiningfushiyouxiangongsi
212	jianhuifuzhuangdian
213	jiangtongshangmaoyouxiangongsi
214	jianyangquruaobaibaihuodia n
215	jianyequshuijiashangmuzhipinjingyingbu
216	jiaoweizhenyiyuefuzhuangdian
217	jiaozhoushiwanjuanshushuhuadian
218	jjateduodan
219	JiaYueM
220	JieXXime
221	Jieyi Trading Co., LTD
222	jihuichuanmei

223	JiLinShengKangHuaTiYuXiangMuFuWuYouXianGongSi
224	jilinshengweixushengshangmaoyouxiangongsi
225	jin fu nuo Official Store
226	Jinan Shuaiyixin Department Store Trading Co., Ltd.
227	jinandebojinqichepeijianyouxiangongsi
228	JiNanShunKaiTongQiCheZuLinYouXianZeRenGongSi
229	JiNanXingLiangKeJiYouXianGongSi
230	jinanyichengwenhuachuanmeiyouxiangongsi
231	JiNanYueChengJiaJuYouXianGongSi
232	jinfa yang
233	JinFengLai ShanDong QiYeGuanLiZiXunYouXianGongSi
234	jing he xin cheng run ze yuan bai huo dian
235	Jingfan Department Store, Gaoling District, Xi'an
236	jinghexinchengfuruierzhuoxiaibaihuodian
237	jingjiangshijiaoyanshangmaoyouxiangongsi
238	jingtaixianhongyuanshigaozhipinchang
239	jingtaixianjunshunyangzhizhuanyehезuoshe
240	jingtaixianshunchangyangzhizhuanyehезuoshe
241	jingtaixiantengyunyangzhizhuanyehезuoshe
242	jingwenhuachuanmei2020
243	jingyuanxianfengminglongshanzhongyangzhinongminzhu
244	jinjiangquliangyuanliangshangmaobu
245	jinlidianliyouxiangongsi
246	jinlushangmao1