

**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.

Civil Action No.: 1:22-cv-00162

Judge Sharon Johnson Coleman

Magistrate Judge Sunil R. Harjani

**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 January 18, 2022, [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.

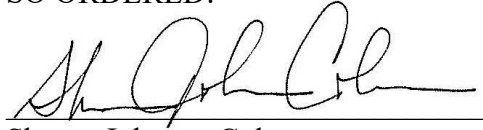
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. Upon TOHO's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Amazon Payments, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("WISH"), and Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHgate.com DHPORT, DHLINK, and DHPAY ("DHgate") (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, WISH, 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, WISH, 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 “Shenzhen Zhongheng Meiji Technology Co., Ltd. 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 black ink, appearing to read "Sharon Johnson Coleman", written over a horizontal line.

Sharon Johnson Coleman  
United States District Judge

Dated: January 28, 2022

**Schedule A**

<b>No.</b>	<b>Defendants</b>
1	Shenzhen Zhongheng Meiji Technology Co., Ltd.
2	chenmoliguang
3	dankik0
4	dariuanant 0
5	doww worktshirt
6	dtknstore
7	ehxf5609
8	familseratu0
9	fangeculture
10	fanshu_zhuai
11	fatalaziza-0
12	fdsdfgg2011
13	feilonzho 4
14	fengyingmy
15	findt70
16	firpras0
17	fuyang548
18	fuzaiibaba
19	gogirl678
20	goldjinbao
21	goodworkhardd
22	goodworkhardo
23	gotolove5687
24	guozhhuan0
25	hantetecha
26	happyjanerow
27	hazmtaju0
28	hello-world2005
29	hengun25
30	hk5-ufolrhmt
31	hly.hexiaolong
32	huashengriji123
33	huihaomyd
34	hutra-9239
35	hxwfmy2000
36	iofferstore
37	ipigalr0
38	jack*16
39	jhoharvi-0
40	jiajia5188
41	jianfa718
42	jimmy-anime2016



43	jindalumingjun
44	jing9533
45	jiucitrading
46	jojjun xeflwrp
47	ju-7231
48	judgeazhar
49	justiceyou
50	kaicarehan
51	kenda3727
52	khmy46
53	2021 3D Print Factory
54	Al Breiten
55	AlbertaElroyeVIO
56	Allison Nelson
57	ALvin Anderson45
58	Angela Fashion Here
59	Anime trend toy
60	anxmahcakjhfasjkc
61	Azeiyen Shaver
62	B8B8B888
63	baovyduong78119
64	BernieZivgYaCy
65	bhguerhguhwsyhe7oiay8weghdfbdffffg
66	binzzzzz
67	Bnnhjkbvnnvnnncbbcbhvcc
68	Bunt1565
69	CaimiyamP
70	Camisas Nuvos Store
71	CARIKOS WOOLFORK
72	chanfaYUTAI
73	chup
74	Chxjchvgfjvhfhbvvggvvbchv
75	Coffeboutique
76	conslyzpsnt
77	continudous92r
78	Correas Ya
79	custompod
80	CVDE3434
81	DanaHaydenwRmYq
82	Daoo
83	darlingxx
84	dengyong fashion
85	Denise Haines
86	denyuwaixing
87	Design For Worldwide

88	doiashdoi
89	doulong087580
90	dreamfutu
91	ductaitang00769
92	EagleUS
93	ecopathogenic
94	EllaWilliamlUtApW
95	eyauj
96	fangyanpingss
97	fasihuijing
98	fastt
99	fengpeilin3378
100	Fengyan66058
101	forasno2
102	francisk
103	fufanghua9
104	fujian.haomen
105	gaojinxin7814
106	garigendigbecca
107	General merchandise general store
108	GJDTUE
109	gongyul
110	Griffin515
111	growthmanship
112	guanyiqing3834
113	haleywehner2354
114	hangchuanxiaoxue
115	hjjdfakdkdkd
116	hongshimeihuang
117	houzhaoyang5845
118	Huangfu9820
119	hyfenheya
120	jacksonho
121	Jamiepp
122	Jcvxgchxhfhgchgcbox
123	JessieCathyxHyLx
124	jfiowaehgkjmndsljfhvisdjhgdcxgb
125	jhdqjwghdkqhjwdqd
126	jiangfengping456
127	jiangjinhong
128	Jinghestationery
129	Jonathan Thompson
130	jose mario goitia
131	Keenclaws
132	keisermrlxgvy

133	KI-BBLL store
134	arashen
135	Babook company Limited
136	GTOTd
137	H2 Studio Company Limited
138	Kilmila
139	SARSIMOR Shop
140	YuGangRiYongBaiHuoJingXiaoBu
141	Zhangxueping
142	zheng shu da shu ju ke ji
143	zheng zhou lei dun shang mao you xian gong si
144	zhenglongxiangdiyigedian
145	ZHENGQINXIA
146	zhigongshangmao
147	Zhiqiye Trade
148	zhiyuedingshengqiaolianggongcheng
149	Zhiyu-Technology
150	ZHLJN
151	ZhoCheShik
152	zhongjinhua
153	zhongxiaoli1987
154	zhou guozhengdf
155	Zhouxiangjun Art
156	Zhuang Weihai
157	ZhuHaiJinShengChuangShiDhanYouXianGongSi
158	ZhuoZhuoHeHuaRui
159	zhuzhoushilusongquzhonghuitongxinchanpinjingyingbu
160	Zitaaz
161	ZOOZC
162	zsrgvdrf
163	zyxany
164	zzmfangzhipin
165	ZZX0805
166	ZZXQLBHD
167	ZzzLi
168	莆田市涵江区浩冉体育用品店
169	阿武商贸
170	cingostore
171	Classicclobber
172	clothes_cafe_charity
173	cls6688520
174	Cluboutfit
175	cookcup
176	cornelius

177	cover3127
178	Customtshirt201806
179	customtshirt201807
180	Cutee
181	Dajiaostar
182	fantees
183	fanyumaoyi07
184	fastshipdirect
185	Fayshowstore
186	Fenghuangmu
187	Fine777
188	free will shirts
189	funnymentee
190	funnytshirt
191	Fuyastore
192	Geraldi
193	gooddonnedmyg
194	Greycup
195	gucciteeshirt
196	guccitshirts
197	Hai06
198	handtoy
199	happyalltee
200	happylights
201	Hiverc
202	hognyeni
203	Hogon
204	Hongzhang
205	Hqy86
206	Huoxiang
207	hypermarkettshirt
208	jason19861229
209	jie60
210	Jie7
211	Jigsaw
212	lanselstore