

**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-00171

v.

Judge Elaine E. Bucklo

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 14, 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 Defendant Internet Stores 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 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 “A dandelion 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:

A handwritten signature in black ink, appearing to read "Elaine E. Buckle", written over a horizontal line.

U.S. District Court Judge

Dated: January 25, 2022

Schedule A

No.	Defendant
1	A dandelion
2	A papaya
3	An Zhiyang
4	BUMTA
5	cactus 🌵
6	CALEMBOU
7	CATTG Department Store
8	cheng du wei zhu tong shang mao you xian gong si
9	cosplaydog
10	DAIDW STORE
11	GUONB
12	haizhangdioanzi
13	HeatonStore
14	henannikuandianzikejiyouxiangongsi
15	Joe's super shop
16	lianhuon
17	LiuXuPiaoPiao
18	MSNXXH
19	MuLuyat
20	muoqing123
21	muyingzhuo
22	MYKKSTORE
23	mzjiaju
24	N11Kn
25	nangplngshljangqunanxlbaihuodian
26	nanguanqujiabinbaihuodian
27	NanJingChangZhuoZhuangShiSheJiYouXianGongSi
28	nanpingshijianyangqudadanshibaihuodian
29	nanpingshijianyangqulinnongchijunyibaihuodiang
30	nanpingshijianyangqulixiaoliaobaihuodianc
31	nanpingshijianyangqutongchangliubaihuodian
32	nanpingshijianyangquwuhuaafabaihuodian
33	NAPONSA
34	nayinshangmaomiao
35	newhui
36	NEWPOD STORE
37	NGXL-us
38	Nice-shuai
39	NicholePHtsel
40	Nine Aurora
41	NingGuoShiDingShangDiaoDingJingYingBu
42	Ningqing Sports
43	NIUBAI Mural Poster Store
44	NiuShaoChengWanJu
45	Niuyi Department Store, Yuncheng Economic and Technological Development Zone

46	NMNMNM
47	Nn87mmP
48	nnnnnnnnjhhy
49	No Cross No crown
50	Nominal Oil Painting Gallery
51	NONGXIANGHUI
52	NTTEE
53	Nujiang Chenchen Agricultural Development Co., Ltd.
54	nuo fei shang mao you xian gong si
55	Odas Department Store
56	OLEP2D
57	Oncludy
58	One mural
59	One online shopping world
60	OUSL Boutique shop
61	ouyandiyigedian
62	p3A2QbYFT6
63	PANDQUKE
64	panguangdadeyigedian
65	Pano-NLb
66	panpipe
67	pantingshop
68	panyanhuabaihuodian
69	panyimingfuzhuangshanghang
70	Pateth
71	PaxenShoesandhatsClothingStorePingshanCounty
72	PCXMLSHM
73	PDWQHAHA
74	PeiPei Riyongbaihuo
75	peng yu er
76	pgdejing
77	Phlernerd Rong
78	PickyEyes
79	Picturefigureo
80	pileme
81	PingDingShanBoNuoDianZiKeJiYouXianGongSi
82	pinghexianyuedongzhiwangdianrrr
83	pinghexianyuexiaopengfuzhuangdian
84	PingshanCountyNaizifurniturestore
85	pingyixianangshuangdianzishangwuzhongxin
86	Pingyu County Shengfeng Waterproof Insulation Anti
87	piroskfg
88	PLOKIJUH-Go
89	Ponedrved
90	postercwl
91	Posters and strong
92	Posters coach
93	Posters dad
94	Posters werewolves

95	Poters-Studio
96	POWER DESIGN CORPORATION LIMITED13
97	Practice not to say
98	PTHXXtion
99	Pucheng County Haochengneng Department Store
100	puchengxianronganbaihuodian
101	pufei Huang
102	Putian City Guicao Electronic Commerce Co., Ltd.
103	putianchengxiangcaonadianzishangwuyouxiangongsi
104	putianchengxiangzhoutingdianzishangwuyouxiangongsi
105	putianlichengteqiandianzishangwuyouxiangongsi
106	putianlinyoumaoyiyouxiangongsi
107	putianshichengxiangquzhawanmaoyiyouxiancompany
108	putianshihanjiangquakaibaihuodian
109	putianshihanjiangquchangshuanglonggriyongpindian
110	PUTIANSHIHENGYATOUZIYOUXIANGONGSI
111	putianshilichengqufeijiubaihuodian
112	putianshixiuyuquyuetangzhangxiulianshizadian
113	putiantianzuomaoyiyouxiangongsi
114	QASD
115	qhdgukld
116	Qiangrui Electronic Commerce Co., Ltd.
117	QIANJINHUAU
118	qianmin hu
119	qianruiqianfuzhuangdian
120	qijinseyinxiangdianpu
121	Qin Han Xincheng Huihao Department Store
122	Qing Juan Shop
123	Qing Mu Yuan Home Art
124	QingDaoHengZhiShangGongMaoYouXianGongSi
125	qingdaojinxuanmingtongqichexiaoshouyouxiangongsi
126	qingDaoJunJieGongMaoYouXianGongSi
127	qingdaotaihehongshunshangmaoyouxiangongsi
128	QINGLIAN
129	Qingqu Tata
130	qingyuemaoyishanghang
131	qinhanxinchengluxiaoaobaihuoshanghang
132	qinhanxinchengzhou
133	qinyangshiliuyan
134	qiumeiqinxiangbaoshanghang
135	QiuwenwenART
136	QiuXiaoPingShop
137	Qixian Economic Development Zone
138	QJ-JIA
139	Qsjb Figure Collectors Factory
140	quanqiuyoupin
141	QuanShanheZiXunFuWuZhongXin
142	qw2132134213564654564weqwe
143	QWMBM

144	QXQING
145	RangNiMingBaiHeWeiShi
146	Rcardsigns
147	renguixin store
148	ReosWhitis
149	RHD studio
150	riliwanjishangmao
151	Riutkagrit-CA
152	RongChengShiYaTouManYanLiFaDian
153	rongrongmeiguodian
154	RsdoanStore
155	RSG Official Store
156	rui fu tu fu shi Official Store
157	rui xing hai Official Store
158	RUIBODIAN
159	Ruiliang store
160	Ruixue shop
161	RUIYISHIYUN
162	RUNYUDA
163	ruyjianzhugongchengyouxiangongsi
164	safegfdfsfgd
165	Salemor
166	Sanhe Yanxing Yaowang Trading Company
167	sanhekangdachuguichang
168	SanLoLo
169	SanQian
170	SDFSDDGGJH
171	sdhdfjh
172	SEHAIKO
173	Senpai
174	Sensen Store
175	Sesame shop
176	Shandong Chengde Culture Media Co., Ltd.
177	Shandong Siyi Environmental Protection Technology Co., Ltd.
178	ShanDongChenDaJingMaoYouXianGongSi
179	shandongmobangxinxijishuyouxiangongsi
180	ShanDongPanLongJianSheGongChengYouXianGongSi
181	shandongpinyuantangjiankangguanlizixunyouxiangongs
182	ShanDongShengFengDaShangMaoYouXianGongSi
183	ShanDongYongYiFangShuiKeJiYouXianGongSi
184	ShanDongYunZhiDaDianZiJiShuYouXianGongSi
185	shangbosaishuma
186	Shanghai Fanmu E-Commerce Co., Ltd.
187	ShangHaiHuanPo
188	ShangHaiRuoJieShiYeYouXianGongSi
189	ShangHaiShiPuDongXinQuNanMaTouJieDaoXiangXiangShiP
190	shanghaixiaohuaxinxikejijyouxiangongsi
191	Shangrao Lanqing Electronic Commerce Co., Ltd.
192	Shanghai Art Museum

193	shanmao keji
194	shanxigailinwenhuachuanmeiyouxiangongsi
195	shanxihuashangxinrongjinrongfuwuwaibaoyouxiangongs
196	ShanXiLanXingShangMaoYouXianGongSi5555
197	ShanXiMengFengWangLuoKeJi Co.,Ltd.
198	shanxinuanyangyangdianzishangwuyouxiangongsi
199	ShanXinzeren
200	shanxixinhangshangmaoyouxiangongsi
201	shaochengze
202	shejiansheng
203	sheng xing Official Store
204	shengjiachenshangmao
205	Shengyitong store
206	Shenyang Shunyu Department Store Trading Co., Ltd.
207	shenyangkemanwangluokejiyouxiangongsi
208	shenyangshengchiyiliaoxitongyouxiangongsi
209	ShenYangShiDaDongQuJiaHeShiPinDian-
210	ShenYangShiDaDongQuQiTeXieMaoDian-
211	shenyangshishenbeixinqunankunzahuodian
212	ShenYeMaoYi1
213	Shenzhenshifenglingyangkejiyouxiangongsi
214	shenzhenshilonggangquqingxiangshucaidian
215	shenzhenshiluohuqushibaiweibaozidia
216	ShenZhenShiXiangXinRuiMaoYiYouXianGongSi
217	ShenZhenShiYongFengYongShunKeJiYouXianGongSi
218	SheYangXianFaBaoJiXieSheBeiJingYingBu
219	SHI1715
220	shidai1212
221	shijiazhuangchishuoziyouxiangongsi
222	shijiazhuangdianyuwangluokejiyouxiangongsi
223	shijiazhuangduanqiumao yiyouxiancompany
224	shijiazhuangkeyunhuagongkejiyouxiangongsi
225	shijiazhuangxiaoerwangluokejiyouxiangongsi
226	Shilla County Xiaoshuyue Department Store
227	shiweilin0923
228	shizhanmingmaoyi
229	Shizhong decoration project
230	SHOWSUP
231	SHUAIGG
232	shuangenmaoyishanghang
233	SHUANGLONGHUI-DE
234	shumei-shop
235	Shunyue
236	SHUOSTORE
237	shuozhoushipingluoujingyanbaihuodian
238	shuozhoushipingluoushunshangjingyingbu
239	shuozhoushipingluouyunxibaihuodian
240	shuozhoushipingluohuihuangjiudian
241	SHURONG

242	SHX-SPMALL
243	Shz-ltx
244	SHZML
245	shzronin
246	SiChuanShengCaiCaiQiYuanLiYouXianGongSi
247	Sihanmaoyiyouxiangongsi
248	VP4L2I9BEZ
249	wsegdssd
250	WUXLONG