

**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.

No. 22-cv-00282

Judge Franklin U. Valderrama

**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, the Court GRANTS TOHO’s Motion in part as follows.

The Court finds TOHO has provided notice to Defendants in accordance with the Temporary Restraining Order entered January 19, 2022, [15], which became effective January 24, 2021 (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

The Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants based on TOHO’s un rebutted assertions that 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.

The 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, the 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, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) the identity and location, including contact information, their true name and physical address, and all associated e-mail addresses, of Defendant; (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 Stores of Defendants, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history; and (c) the steps taken by Defendants to comply with paragraphs 1, (a)-(d) above.
- 3. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
- 4. 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 Amazon Payments, Inc. (“Amazon”) and PayPal, Inc. (“PayPal”), (collectively, the “Third Party Providers”), shall, within ten (10) 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, Amazon and PayPal, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon TOHO’s request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4 shall within ten (10) 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.

6. Any Third Party Providers, including Amazon and PayPal, shall, within ten (10) 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 the Court.
7. 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 "Nanchang Far Mile Garment 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.

8. Plaintiff's Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Koji Ueda [12], the TRO [15] are unsealed.
9. 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.
10. 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.

IT IS SO ORDERED:

A handwritten signature in black ink, appearing to read "Franklin U. Valderrama", written over a horizontal line.

Franklin U. Valderrama  
United States District Judge

Dated: January 31, 2022

**Schedule A**

<b>No.</b>	<b>Defendants</b>
1	Nanchang Far Mile Garment Co., Ltd.
2	Shenzhen Enmei Trading Co., Ltd.
3	Tianchang Golden Harvest Co., Ltd.
4	Timely Textile Company Limited
5	Tonglu Maisijie E-Commerce Co., Ltd.
6	Tonglu Qinyang E-Commerce Co., Ltd.
7	Xuzhou Gaopeng Toys Co., Ltd.
8	Yangzhou Bai Chen Toys Trading Co., Ltd.
9	Yangzhou Yuanlong Toys Co., Ltd.
10	Yiwu City Panda Arts & Crafts Co., Ltd.
11	Zhangjiagang Eterm Trading Co., Ltd.
12	guangzhouzhoujiuwang luokejiyouxiangongsi
13	hfrmcx
14	Komine Rena
15	Season DIY
16	Shijunshangmao
17	showhole
18	Shunyi Convenience Store in Yilong New District
19	Skeiner
20	SLK poster
21	SLSTK Poster
22	smerkpawr
23	Soholulu
24	songbinglanduo
25	songyang25
26	Sorafilson
27	SportsLadyshop
28	sqykl
29	Sriok
30	Starrydew
31	STDONE
32	STREET FFX
33	stupy
34	suixianruihaiwujindian
35	suixishangmao
36	Summer cat
37	SUNGOD
38	Sunshine baby
39	SuperLee666
40	SUPERTRAMPshop
41	SUPOOK
42	SXFTMDZKJ
43	Sxgsmmggs
44	syxinyiwangluo
45	TAIHAOUS
46	taiyuanshixiaodianquxinlongbianlidian



47	Tamouse
48	TANGBWS
49	Tapestrytu
50	TAYLOR STEVENSON
51	TD49 SHOP
52	techinbox
53	th26malrphg
54	THOBARNHILLMASs
55	tianyoudianpu
56	tianyuanshanghang
57	Timmor
58	Tldjhuu
59	TOECUDD6KY
60	tongshanxiandienanbaihuodian
61	tongshanxianyibubaihuodian
62	TQG UW7073R
63	try young
64	TTTMIAN-US
65	Twin Zone
66	TWRX
67	TYao CYAN
68	Tyler Poll
69	Ulisdf54dr45
70	UJJERYTOW
71	US-Great
72	ussojewel shop
73	Vaidh Hngak
74	Verde Jungle
75	W.art.Poster
76	WABAODAN
77	wanfengling
78	wangdicheng21
79	WangHeChun247
80	wangjiangbenddiyiigedian
81	WangLi8
82	wangxuexin123
83	wangyedian
84	Watkins market
85	WBD N KING
86	Wbel buca
87	Wehhappy
88	WENDY LEIGH DEZLYN
89	wengua
90	wenxubaihuodian
91	Winterre
92	WJFHAWFG
93	WMJJ
94	wudianqi
95	wudixianmegbaihuodian

96	wuguoqingbeimei
97	WuHanMuLuanShangDianZiShangWuYouXianGongSi
98	wujianchxianyouxianbangtouzhenmanyuangongyipindian
99	wujianpinghuihua
100	wuligogo
101	WUMZE
102	wuyiliao
103	wuzhijiang
104	WWQEDDDD
105	WWW YEZI
106	WXyxSM
107	wzjingyingbu
108	XAINBI
109	Xan Anbbei
110	xbiucaih
111	XCGYMY
112	XCMX
113	xiamkli
114	Xiangyangletianbaihuo
115	xianshibeilingdengbeibaihuodian
116	Xianyou Jinhu Trading Co., Ltd.
117	Xianyou Tianci Trading Co., Ltd.
118	xianyoulonghuawuyipanfuzhuangdian
119	xianyouxianbangtouzhenmochuanhongmu
120	xianyouxianlichengjinjianbuyi
121	XianYouXianLiNanLinQingYanGongYiPinJingYingBu
122	xianyouzhenyuanmaoyiyouxiangongsi
123	xianyouzihuimaoyiyouxiangongsi
124	Ximing
125	xin xin xiang yinghxx
126	Xinchengjie Trade
127	XinDas
128	xingju78
129	xinhjie
130	xinluoqujiexikuanbaihuodian
131	XinLuoQuShuXuWeiBaiHuoDian
132	xinshaioxianzhiyuanbaihuodian
133	Xite Sima
134	XiuHongShangMAo
135	XLEshop
136	XMLNMALL
137	XMYSCZI
138	Xorteye
139	xuchangguichengshangmaoyouxiangongsi
140	xuchangzairongshangmaoyouxiangongsi
141	XUEMIAO WU
142	XuLinhan
143	xunyangmapingzhenchangshengbaihuodian
144	xuxin4565

145	XXGMCXCD
146	XXYMWJD
147	XY-TOP1
148	XYXCTR
149	Yang YuTing
150	YangBang
151	yangruidianzikeji
152	yangsfa
153	yangxuanmindiyidian
154	yangzhongkeshangpu
155	yanhangdianzi
156	Yanpingdian
157	YaRu
158	Yellowbiubiubiu
159	Yi Fan Art Shop
160	YiCYiSSY
161	yimingdianpu
162	yinchuanzeyuwubaochuangjuyouxiangongsi
163	Yingyan-apparel
164	yinzhuodianzi
165	yirandianpu
166	Yiwu Xiaxian Trading Co., Ltd.
167	yiwushiwanzhanghuoshangmao Co Ltd
168	yiwushiyinghewenhuayongpinyouxiangongsi
169	Yiyu Decoration Store
170	YJUN
171	Yokoto Toys
172	yongdingquxiaodunqinbaihuodian
173	YOUBAOER
174	Your Yarm
175	youxixianxianglongbaicaobaihuodian
176	ytdftrftg
177	Yuanke Vanes
178	yueyangxian jiujiangbaihuodian
179	YUFIRON
180	YUN Supply
181	yunchengjingjijishukaifaquhuyibaihuodian
182	YWMFF
183	yyileg
184	YZC STORE
185	Zanlamens
186	ZeGeggs
187	Zekes'
188	Zeng Jisheng
189	Zhang Ruii
190	Zhang Wei-United States
191	zhangkuny
192	zhangnianqiang
193	ZHANGXIAOZI

194	zhaoyinggg
195	zhaozhaodedian
196	zhenghanlingdedian
197	zhengjiehuihua
198	ZhenJiangShiRunZhouQuGanRiJianCaiJingYingBu
199	ZHIBINLIN
200	zhiliang-us