

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

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

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 22-cv-00472

Judge Sara L. Ellis

Magistrate Judge Susan E. Cox

PRELIMINARY INJUNCTION ORDER

Plaintiff KHARA INC. and GROUND WORKS CO., LTD (“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 in part as follows.

This Court finds GWC has provided notice to Defendants in accordance with the Temporary Restraining Order entered February 8, 2022, [17] (“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, 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 (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 and do purchase products using counterfeit 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, 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 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") (collectively, the "Third Party Providers"), 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

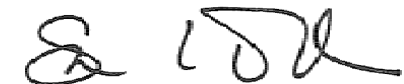
participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Amazon, or other merchant account providers, payment providers, third party processors, and 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 Complaint, 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 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 “SIMPLE EASY POSTER and all other Defendants identified in the Operative 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 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 'S. L. Ellis', is written over a horizontal line.

Sara L. Ellis
United States District Judge

Dated: February 11, 2022

Schedule A

No.	Defendants
1	SIMPLE EASY POSTER
2	Sinleyfell
3	SISXXLXE
4	SIWUWANGLUOKEJI
5	SiyuStore
6	SJDYQGYDX
7	SJXWYF
8	SKCJANE-US
9	Sky Poster
10	Snoopdy
11	songhonglei
12	songshuxiaodian
13	songxiadianqi
14	songzelong
15	SosoJustgo
16	soukashangmaoshanghang
17	SPECIALSHOP1
18	Springsss
19	sqstswlkj
20	SS-MODEL
21	Star Fire Boutique
22	Starlight Catering Equipment
23	STATTOIER
24	STGRS
25	Street Boys
26	Su Sujuan Clothing
27	SUADUZTFQW483
28	Suigo-US
29	suiningxianfenglanfuzhuangdian
30	SUNJINLINGUK
31	sunonedayshine
32	sunqianqian11
33	sunrise firm
34	sunyanfuzhuang
35	SUNYINZHONGUK
36	Super painting King
37	supz-US
38	suyuquyungetaoyuzhubaogongzuoshi
39	SuZhouShiYongQiaoQuJiaYouShuiGuoDian
40	SWANZA
41	Sweat fitness store
42	SWEE016 SHOP

43	Sweetyou
44	swernixxy
45	sxxushenggongmao-
46	SYDDP
47	SYLSPD
48	ta he shi yuan hui qu chu ao bai huo shang hang
49	taianshicuwenjingquhaohaoriyongbaihuoxiaoshoudian
50	taianzhixuwangluokejiyouxiangongsi
51	TaikangCountyvictorydepartmentstore
52	taikangxianchaonanshangmaohang l
53	Tairidi
54	Taiyi trade
55	TaiYuanShiBoLaiDianZiShangWuYouXianGongSi
56	TaiYuanYuanHongDianZiKeJiYouXianGongSi
57	tangcanxihe84636
58	TangShan ZhiManShangMaoYouXianGongSi
59	TANLII
60	tanxiao-us
61	taohe
62	taoyuxunwangluogongzuoshi
63	TaYouWenHua
64	tealn
65	THDF poster Shop
66	The herdolel trade
67	The princess is online
68	The sunrise
69	TheLastXuan
70	TianHeQuTongHuangXieWangLuoKeJiYouXianGongSi
71	Tianqing
72	tianranwenju
73	TIEDOLI
74	TimmySRodrigue
75	Timomo Go-Shop
76	TINGYASTORE
77	tongchuanshiyaozhouquhengxinbaihuodian
78	TongChuanShiYaoZhouQuHuaFengChangShangHang
79	tongchuanshiyaozhouquyaoquzhenqingchengshang
80	tongconghuahua
81	tonghaotianlong
82	tongshanxianzaifabaihuodian
83	tongxintools
84	Tonimarino
85	TQMSMZ
86	treeart
87	Trevisani.

88	TroyDWomble
89	T-sdream
90	Tu Tu Art
91	TUBU-Mall
92	tuburiyong
93	Tuierqiuqicinikanzenmeyang
94	TYG Painting Official Store
95	tyk6963
96	tyremono
97	tyyuhugtyf
98	U9U3QP59UK
99	ubhfgikk
100	uCiCiWuJinJianCaiDian
101	UGBrianG
102	uhouqingrukunm
103	uhushangmaoyou
104	UJFOFFEW
105	UNICORM POD
106	UNION PROFIT TRADING LIMITED
107	UonStars
108	uykjj
109	UYT58FDSHYWUIR
110	Veronica Nelsonm
111	VFreeM
112	Vibret - US
113	Vio2342eler
114	ViralTee
115	wangchuangdianzishang
116	wangjianweishop
117	wangliliming
118	wanglongling-SHOP
119	wangqi SHOP
120	WANGQUNE
121	wangxiaopo
122	wangyuanyuandiyigedian
123	wanzaixianweihangbaihuodianv
124	wanzhongyixinshangmao
125	wbifcyin
126	WBMLLK
127	WCNM Posters Store
128	weichangshangbeimei
129	weifanchao LC
130	Weifang Fanbang Culture Media
131	WeiFangLiXingMaoYiYouXianGongSi
132	WeiFangTaiYouJinChuKouYouXianGongSi

133	weifangyuanweiyinghuayinhiwenhuachuanmeiyouxiang
134	weifengchaoshi
135	WEIFENGDIAN
136	Weilongres
137	Weimo E-commerce Co., Ltd.
138	weinong992
139	Weiqin Trading Company
140	weirongshangmao
141	weiweihualan
142	weixianzhouerhuawujindian
143	wen jing Art Life Museum
144	wenjianbingfangzhi
145	wensiyu784
146	wensuminfangzhi
147	WentLead
148	wenzhileijingyingbu
149	wenzhoushiwankejiancaiyouxiangongsi
150	westmao
151	whhfeiidufeid
152	WHITNEYCHUANG
153	WHMIN
154	wjhfuzhuang
155	wjkriyongpin
156	WLXSLCS
157	wojierihua
158	wozhenqiuujinzhaoRUNIHB
159	WQHLS
160	WQING-FLAGSHIP STORE
161	WREXZ
162	WSDX Poster store
163	WSNDDSB
164	WTWJL
165	Wu Yifan DP
166	wuchuanshimeilushimiaonaicha
167	Wudi County Rongqing Department Store Retail Store
168	wudixianjiejieriyongbaihuo
169	wudixianniuniubaihuodian
170	Wuhan-H
171	wuhankelarongdianzishangwuyouxiangongs
172	WuHanLangYaZhiNenJiaJiYouXianGongSi
173	WuHanLvLiGuangDianYouXianGongSi
174	wujiekuajing
175	WUPE
176	wusiyiger
177	wutouchuanchuanxiang

178	wUXiTaXiAiFuZhuangYouXianGongSi
179	WWENZ
180	WXDNB-JP
181	WXWHCM
182	wxwjiaju
183	WYBD poster store
184	WYFNNVKL
185	Wyj
186	WYQNB-JP
187	X-Art Shop
188	xcgcmxyxgs
189	Xchsd Best
190	XCQFF
191	xctxwlkjyxs
192	XDLEI
193	xfcgewqw
194	XHWJRZ
195	XHXXtion
196	XiaHuaYuanJuanMeiDianZiShangHang
197	Xiamen yuanyilai Trading Co., Ltd
198	xiamenchajianghuchayeyouxiangongsi
199	xiamenchajuchanyichayeyouxiangongsi
200	XiAnBoLongShengMaoYiYouXianGongS
201	Xianghuaw quan
202	XiangLuanWuYiFeng
203	xiangyuandian
204	xianshibeilinghaihusnjiajudian
205	xianshiyantaquaierxiangbaihuobianlidian
206	xianshiyantaqugesuhuanshangmaobu
207	xianshiyantaquxuhuimaoshangmaobu
208	Xianyou County Rutong Trading Co., Ltd.
209	Xianyou Youqiwu Real Estate Marketing Planning Co., Ltd.
210	xianyouguseguxiangshangmaoyouxiangongsi
211	xianyoulonghuazhufuxiangxiepushanghang
212	xianyoutiqianmaoyiyouxiangongsi
213	xianyouxianbangtoupufanggongyipindian
214	xianyouxianbangtouwuchunxiongriyongpinshanghang
215	XianYouXianBangTouZhenLuHanDianZiShangWuShangHangl
216	XianYouXianBangTouZhenManFuMaoYiShangHang
217	XianYouXianBangTouZhenNingXingFuZhuangShangHang
218	XianYouXianBangTouZhenXingJinWeiBaiHuoShangHang
219	xianyouxianbangtouzhenyifengxuanguodianjiajuchang
220	XianYouXianBangTouZhenZhanLiJiaJuShangHang
221	xianyouxiandajichenyihanwenjushanghang
222	xianyouxianduweizhenluofenfenbianlidian

223	xianyouxianduweizhenmingshihongmujiatudian
224	xianyouxianduweizhenmingyangmingdiangongyipindian
225	xianyouxianlaidianlinmeichafuzhuangshanghang
226	xianyouxianleweimaoyiyouxiangongsi
227	XianYouXianLiChengBoKaLiMaoYiShangHang
228	xianyouxianlichengdaijianxianfuzhuangshanghang
229	xianyouxianlichenghuangwenshaofangzhipinshanghang
230	xianyouxianlichengjinjianbuyi
231	xianyouxianlichenglidixiefushanghang
232	XianYouXianLiChengYongRuiRiYongBaiHuoDian
233	XianYouXianLiChengYouShiMaoYiShangHang
234	xianyouxianlichengzhixiefushanghang
235	xianyouxianlinanchengweishangmaohang
236	XianYouXianLinHongXuanRiYongShangMaoDian
237	xianyouxianlonghuacaizhigangfuzhuangshanghang
238	xianyouxianlonghuachenbingjingxiemaoshanghang
239	xianyouxianlonghuachenzhichengfuzhuangjingyingbu
240	xianyouxianlonghuahuangmeixiabaihuoshangdian
241	XIANYOUXIANLONGHUAJINFENGLIANGYOUJIAGONGFANG
242	xianyouxianlonghualaimilibaihuolingshoubianlidian
243	xianyouxianlonghualaiyixinfuzhuangdian
244	xianyouxianlonghuaqiufengjiaoxiangbaoshanghang
245	xianyouxianlonghuazhangqingyanxiemaoshanghang
246	xianyouxianlonghuazhuawefuzhuangshanghang
247	ZG International Trade Store
248	zhanjiangchengchuangnongyefazhanyouxiangongsi
249	ZhongWanghongjin
250	Zhoukouchujunshangmao