

**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-00056

Judge Sara L. Ellis

Magistrate Judge Beth W. Jantz

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 January 12, 2022, [21] (“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

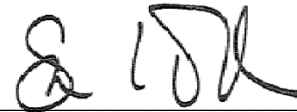
participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Amazon, or other merchant account providers, payment providers, third party processors, and 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 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 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 “JINQUAN 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 [21] 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: January 13, 2022

Schedule A

No.	Defendants
1	JINQUAN
2	jinshuijiahemaoyi
3	jintangxianhongyugeshangmao
4	jinxindaxincailiaokeyi
5	Jinyou glasses
6	JIOKL Poster store
7	jiudao shop
8	jiudianfafeiyaabc
9	Jiuijiang Oudry Jewelry Co., Ltd.
10	jiuijiangermijiefushiyouxiangongsi
11	jiuyiguojimaoyi
12	JiYuanShiBaoChenJiaTingNongChang
13	Jmayler
14	Joo Prints
15	jqwtbuybdwx
16	juanjuan1215
17	JudyMSutton
18	JUES-US
19	Julio boutique
20	JulioAErickson
21	julycofe
22	JunAnZaiShengZiYuanHuiShou us
23	junchong
24	JUNJIGONGSI
25	JUSCOSTUMEANDMORE
26	JYHAOT
27	JZGG
28	jzkzsmv
29	JZMNB-JP
30	K8MnV
31	Kaguya
32	kaiyuancaiyun
33	kalimacha
34	Kamsde Anime Space
35	Karis Kita
36	KB-Custom
37	Kd posters
38	keepreal art
39	Kiloumi
40	Kingrise
41	KNKNK
42	Kongjing Tec
43	koujunmaoyiyouxiangongsi
44	Kuanglan
45	kui xu
46	kunmingshikonggangjingjiqushuaijiangyujuyongpindin

47	KunMingShiXiShanQuXiaoYuFuShiJingYingDian
48	LA Decal Works
49	Lai zhen hui
50	laidianzhenlantubaihuodian
51	laiyubinxiefu
52	LanBaoShiWeiShengJieJuJingYingBu
53	LangFangZuoZuoShangMaoYouXianGongSi
54	lanshanquxiaozhenzhentushu
55	LanTingshop
56	Lawrence Adah
57	LAZY MOVE
58	LBAJI
59	LBLIA
60	LBZNRXB
61	LDJGJDFG
62	Leanedboughto
63	LeHuoXinXiYouXianGongSi
64	leifeizzz
65	LEIGESHN
66	lejiaszd
67	LEQIAN
68	LHBO
69	Li Chunmei
70	LI MEILIN
71	li yu xing Official Store
72	Lian Shuai Shop
73	LIANGHAO Posters Store
74	lianglihangshangmaoyouxian
75	LIAO XI
76	Liaochengshidayuguandaoshutongyouxiangongsi
77	LiaoNingHengXingShiYe
78	LIAOWEIJIE
79	lichengjiafenmei
80	lichengjiajumei
81	lichengligeng
82	lichengmaojie
83	lichengqifenjiumaoyishanghang
84	lichengqushaocongcongfu Zhuangdian
85	lichengqutianyoubaihuodian
86	lichengzhiqingjiajudian
87	Liddon-shop
88	liguoshanshangdian
89	LiHaoXi
90	LiHongLiLL
91	lijiyuanronghundunpu
92	lilingshangmaoxings
93	lilingxiashangdian
94	Lima Trading Company
95	Lin Jianshan

96	Lin Meiyang
97	Lin Zhendong
98	linanencaimaoyishanghang
99	linanfengyamaoyishanghang
100	linanlongchen
101	linanluohua
102	linanmeilai
103	linanqilan
104	linanqunshengmaoyishanghang
105	linansuyan
106	linanweilongmaoyishanghang
107	linanxiangchengmaoyishanghang
108	linanxianglan
109	LiNanXiangYueBaiHuoShangHang
110	linanxiaoliumaoyishanghang
111	linanyangbinmaoyishanghang
112	linanzhengcangtang
113	linanzhenyemaoyi
114	linanzhuanjiaobianlian
115	linanziyunmaoyishanghang
116	linbiqingdiyigedian
117	linbirong
118	LingBer-Ok
119	lingduyamaoyi
120	Lingshan Business
121	LINGXIANZIMEITI
122	linhairongdiyigedian
123	linhanludiyidianpu
124	linhequxinyusangdian
125	linjianweishangdian
126	linjianweiwei
127	linjianxiongshangdian
128	linjijiafang
129	linjing art inn
130	linlinglingshop
131	LINLISA
132	LINNA1990
133	linnongmuhuanbaihuodian
134	Linpinjie
135	linruizhu
136	linshāngōngyīpinjīngyíngbù
137	linsuhongshangdian
138	linweimei
139	linweimindiyidianpu
140	linweishangdian
141	LinXianFuYuanRiZaDian
142	linxiangchengdedian
143	linxianguishihuwaiyongpindian
144	linxiongshuai-1

145	linxitinghuihua
146	linxiuqin123
147	linxuejiaodiyigedian
148	linyixishishangmaoyouxiangongsi
149	Linyuttiop
150	linzhimindiyigedian
151	lirenshop
152	LisaJLabonte
153	Lisanne Goods
154	lishunmei222
155	LISONGDA
156	liujingwendian
157	Liuke Shu
158	liuronghua2001
159	LIU-SHA
160	LIUWEIMINGUS
161	LIUXUEXUE
162	LiuYun321
163	liuzhuriyongbaihuo
164	liwushengdiyiigedian
165	lixing06011996
166	liyadidiyidian
167	liyunfeishangpu
168	liyunvcsa
169	Lizhen Art Gallery
170	ljqfuzhuang
171	LJSMQJL
172	LJXNB-JP
173	LLHUI
174	longhuaajingcaimaoyishanghang
175	longzhenshangmaoyouxiangongsi
176	LOOKATMENOW
177	LoTide
178	Lotus Job
179	Lou Lou Clothing Store, Xiangshan District, Huaibei City
180	Loudi Tiankai SME Service Co., Ltd.
181	Lovely small princess
182	lqshop
183	lucklin
184	luckycolor
185	Lucsy
186	luoheshiyuanhuiqunangwubaihuopu
187	luoheshiyuanhuiqusasagebaihuoshanghang
188	LuoYouHuaShop
189	LUPANL
190	LURDTAN
191	LuShanXianChuangXingBaiHuoShangHang
192	Luxihastore
193	LUXINLINGUK

194	lvjie0129-bm
195	lvliangshibingfengshangmaoyouxiangongsi
196	LXart
197	LXLXLX
198	Lyqmei Trading
199	LYXIN
200	LZW20113
201	Ma Peiming
202	MA6CCE029T
203	MAGA Lil
204	MainstreamElement
205	ManhNguyenLTD
206	Manmai
207	MaoMingMaoNanQuBaoJiCanYinDian
208	maosuying
209	Mari xie
210	Mariartin
211	Mark Medical Company Limited2
212	MaryKDoe
213	MatthewMcGrew
214	mau weiw tianming
215	MCY-LINE
216	Meadomns
217	MeiGuangGaoChuanMeiYouXianGongSi
218	meinuomaoyi
219	Melissa J Aycock
220	MEMDARY
221	meng bao rui Official Store
222	MengDeYiHuaiSiYiYe
223	mengdi33
224	mengmeng - wujindian
225	mengxiangdeting
226	MEW CICI
227	Mgghounm
228	Mgt2K5j6G
229	MikeyMillar
230	Miku Department Store, Wancheng District, Nanyang City
231	ming jiu shop
232	mingjinzhongbiaodian
233	MingRuiHuHo
234	Ministara
235	minmindeoudian
236	Minquan County Dora Network Technology Co., Ltd.
237	Mipei Trading
238	Missionast Deals
239	mistywind
240	MiYaShuoKeJi
241	MJTRS
242	Moan trading co., ltd.

243	MOKACOCA
244	Mond038
245	MoTcru
246	MPQNFZD
247	Mr Jian
248	MrMint
249	MSGOLBI
250	MTG Mint Card Ltd.