

**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-00574

Judge Sara L. Ellis

Magistrate Judge Young B. Kim

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, [16] (“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.

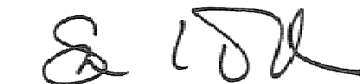
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. Upon GWC's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as ContextLogic Inc. d/b/a Wish.com ("WISH") (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, WISH, 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 “majin227 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 [16] 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 18, 2022

Schedule A

No.	Defendants
1	majin227
2	malily
3	manushores
4	Maria S Perez
5	Market Chot Croskk
6	masterYIDAO
7	matkojanko
8	Mauritus insect toys
9	maxianrui
10	mayinxueshishangdian
11	mayixinwaimaofuzhuang
12	mayong12
13	mayuanqiang6666
14	mazhuang
15	mengfanli15145498
16	menglinfgsi5458
17	mengzimeng123
18	metbvf
19	miaoeketongzhuangdian
20	Miguelflores1912
21	mihui
22	Miller Brothers
23	mishitianshi
24	Molidou
25	Morden Design World
26	Mosention Koleng
27	MousixinuL
28	MujingyonglannCz
29	myyu136
30	najingqi
31	NathanielUnajEjQ
32	nbbn
33	Nengman Store
34	nicolasmorton05
35	NikaGoloshchapova9950
36	Novedades Irene S
37	NQMshop
38	ntavico

39	Online shoppingcmf
40	Ouweirong
41	Oxirisplayolv
42	paioxueba
43	PaixialuchendX
44	pan.182
45	PEDRO LUIS ESCOBAR
46	phfiels8he
47	pigpangpang
48	PingLincreativegiftshop
49	PL PL Men's Shoe Shop
50	plobutngf
51	pousbgg7
52	psoja90shop
53	pursue dream
54	QiaoweikefYj
55	qingpenty
56	qingyanph
57	qokslmq
58	qsd9
59	r6r6
60	RANJI001
61	ranpin2364
62	renaifang560
63	ronnyxpavpws
64	Ross Kerr
65	rrttgyhyh
66	ruchaman45
67	ryi2
68	sally 1988
69	Scvbiyafg
70	sdf2
71	sdgdfgsadfasdfg
72	sdggy
73	SDJ XJS
74	sdkhjiqwud
75	shaohuabufu
76	Shaozhicheng246
77	ShatongxuanhU

78	shenashuai
79	shengshishuncheng
80	ShenZhen ShunZhen Plastic Hardware Co., Ltd
81	ShibiansuigPc
82	shiliang12
83	shiqiangyou2002
84	Shirtsntees4u
85	ShitanhanIV
86	shiweiwei521
87	shixiangru
88	shiyuanfang
89	shujianxin921
90	shun da you xian gong si
91	sidueriukej
92	sievertaidan
93	siyan583
94	smallfacto
95	snxmngve
96	Son Shop77
97	SongjipangfanrUy
98	songzhongkun520
99	soswhole
100	SPYang
101	Sq Children's wear
102	storezhangbingbing
103	Strong road
104	Subaphoiner
105	suieuouer
106	sunguoqing245
107	Sunset Store
108	sunweiwei88
109	súper ocho variedades
110	Superior Interactive
111	suuyuejr
112	SZLW20
113	tabathas accesorios gym online
114	TanpamikGc
115	taozong
116	teresa buendia

117	The darkest hour is that before the dawn
118	The sunlight has been brilliant
119	There is a cabin
120	Through The Rain
121	tian91708
122	TINTIN'S
123	Todd m Huff
124	tui2
125	Tumoe Anye Green
126	tye0wovqvvu
127	ueiroufl
128	UeJJ
129	utijgi supper-market
130	vbjdrystertar
131	vds2
132	Veragiclumad
133	vfe2
134	vhf2
135	vingjrhf
136	Viriniawe
137	vsgsxgs
138	WALL26
139	Wang zhaolin
140	wangchunlei6680
141	wangfudanqiu
142	wangkaidan0990
143	wangmei123
144	wangshiliang231
145	wangwanghome
146	wangxiang1688
147	wanlifuqun
148	wanzhuanla
149	Warajected
150	WarriorsoftheWind
151	Wayne Andrews
152	WBXing
153	weichunqin
154	weihuaying520
155	weixiaojuzi

156	weizhenkun
157	wenfenghuq
158	wenwenjia
159	wfh24
160	wfh26
161	wfh43
162	whitena
163	Whitney Hutchison
164	wihdty
165	woeirnduirm
166	wolindtgvl
167	worrybring
168	WTFPosters
169	wtijahay
170	wubinxiang188
171	wucuiifanzhui
172	wuminqiu
173	wuqnghey
174	wuxuelong store
175	w_wk3ndq
176	xiangzongor
177	XiantangyanqiangUs
178	xiaofengmi8166
179	xiaokedouart
180	Xiaoshuiyi
181	XieyiaoeW
182	xilhey
183	xingyu58
184	XiongzouqianbenuD
185	xjdptty
186	XM ACHUANYUNGUOJI LTD
187	xnvkjfgiur
188	xuzhangrong
189	xzczxvvsd
190	y dlkasjdasdaq
191	y6x8k9ff2
192	YANCHEN XIAOYAO HEAH
193	yangerl
194	yanghui23460

195	yanglinhua86
196	yangmei123456
197	yangqingkun3X
198	yangshuyan5856356
199	YanjihuiguJP
200	yanshuizhongqiu
201	yanshuqin3927
202	yaomingfan
203	yeyingying588
204	YieuSax
205	yingrxin
206	yingery
207	yingjiu1005
208	yinsensen55486668
209	YIWUMINHAO
210	YIWUU xiao shang pin dian pu
211	Yjhcs9a8sa
212	ynwqc53shop
213	yoyoball00
214	yuanfeee
215	Yuhua Toy Store
216	yuntingzz
217	Yupios
218	Yusheng clothing
219	yuxuesong4747745
220	ZarastoreS
221	zcvhia
222	zdgrhre
223	zdvshg
224	ZEBBIE JENKINS
225	zhangfengcheng865548
226	zhangguanghong8563656
227	zhangjingying4747463
228	zhangkeshen
229	zhangsan660
230	zhangtongtong162X
231	zhangwenlia
232	zhangying46484
233	zhangyomg12135

234	zhangyuhsnag
235	zhangyun1218
236	zhanyongxue23
237	zhaobingqing9642786
238	ZHAOLINGJIE
239	zhaoshilingli
240	zhaowenlongmxh
241	zhaoxiaoxu6688
242	zhengboer
243	Zhitsing99 goods world
244	zhongjunhuashangcheng
245	zhou8fulong
246	zhujidongdian
247	zhuxing163
248	zijiangge
249	zkdART
250	znghohoya