

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

KHARA INC. and GROUND WORKS CO.,  
LTD ,

Plaintiffs,

v.

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

Defendants.

Case No. 1:22-cv-00591

Judge John Robert Blakey

**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 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 February 8, 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 and do purchase products using counterfeit and infringing versions of the NEON GENESIS EVANGELION Trademarks. *See* [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 five (5) business 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 five (5) business 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 five (5) business 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

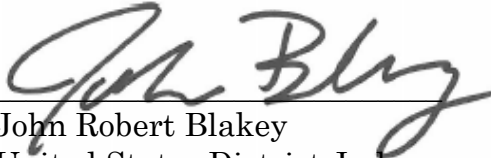
future motions, by electronically publishing a link to the Complaint, this Order, and other relevant documents on a website or by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 2 to the Declaration of Yasuhiro Kamimura and any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of “xianyouxianlonghuazhufuzhenfuzhuangshanghang 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.

Dated: February 15, 2022

Entered:



John Robert Blakey  
United States District Judge



**Schedule A**

<b>No.</b>	<b>Defendants</b>
1	xianyouxianlonghuazhufuzhenfuzhuangshanghang
2	xianyouxianlonghuazhusuyingxiemaoshanghang
3	xianyouxianrutuomaoyiyouxiangongsi
4	xianyouxianzhongshanhuangchaoguangtuliao dian
5	xianyouxiejuanmaoyiyouxiangongsi
6	xianyouxiyuanxiangzhangyingyingbaihuojingyingbu
7	xianyouxunshoumaoyiyouxiangongsi
8	xianzaizhidaotaishicijiushichulailianjiande
9	Xiao Bu Ding Art
10	XIAOFUS
11	Xiaohao Department Store, Azhuang Town, Yintai District, Tongchuan City
12	Xiaohu Oil Painting Shop
13	Xiaomanyouhuadian
14	xiaonaizui us
15	XIAOSHENGSHANGMAO
16	xiaoxianshenggriyongpindian
17	XiaoXin-Store
18	xiaoying0527
19	XiaoZhongShanNianYiBianYouYiBian
20	xiapuxianniangkuriyongpinjingying
21	xiapuxianpingerfuzhuangjingying
22	xidejiaoshangmaoyouxiangongsi
23	Xie Bixian
24	xiejinyanshop
25	XieManYiShiPinJiaGongDian
26	xieqingying
27	xiexiushan
28	xieyongfengshangmaoyouxiangongsi
29	xiezhankun
30	xiezhenguang
31	xiezhenzhenbaihuodian
32	ximeishangmaoyouxiagongsi
33	XinBaoShangHaiShunJieFuWuYouXianGongSi
34	XinDivine
35	xinduquqiaofeishishangmaobu
36	xinduquyohujuriyongpin
37	xinfuqu
38	xingchengshihongdechengriyongbaihuoshangdian
39	xingchengshiliunennenbaihuorizajingyingbu
40	xingchengshiwangerrongbaihuorizajingyingbu
41	xingchengshizhangbinbinbaihuorizajingyingbu
42	xingtaidajueshangmaoyouxiangongsi

43	XingTangDongNiShangMaoZhongXin-Li ChaoBao
44	XINHEJULN
45	xinliangdianus
46	XinLuoQuDiKeYuBaiHuoDian
47	Xinping Dekang Agriculture and Animal Husbandry Co., Ltd.
48	XINSHAOZ
49	Xinshijie
50	xinxinran shop
51	XIYANGYANGBAIHUO
52	xiyunyandianzishangwuzhongxin
53	XMQIN
54	XQXTA
55	XSQLSMJZ
56	xsyingjiaju
57	Xuchang Dequ Trading Company
58	xuchangminzhongshangmaoyouxiangongsi
59	XueDaoNer
60	XuJinJian9968
61	xuxulingbaihuodian
62	xuyunzhou
63	xuzhiyongdiyici
64	xuzhiyongyouyoudian
65	xwbd
66	XWENBI
67	Xxbh Store
68	XXJ Art
69	xyy
70	Y.M.Z.S
71	yabuzhu
72	YaDENG-ARTSHOP
73	Yali-Store
74	YanDing
75	YANFAG
76	yangjinhuaishop
77	YangMeiLinShop
78	YangQingZhenShiDaiTongXinDian
79	yangweifanbaihuo
80	yangzhanyong
81	YanJiaHui-TongChuanShiYaoZhouQuJiaHuiBaiHuoDian
82	yanliyan
83	yanniyichu
84	yanqindiyyidianpu
85	yanrong00
86	Yansang
87	yantianxiaodian

88	YANzh
89	YaoStar
90	yaoxinshoujidian
91	Yaoyulun
92	Yasia
93	YAWENBAIHUO
94	ycdmy
95	Ye Pengfei
96	YeBanGuiShi
97	yehandianshangzi
98	yewanmaoyi
99	yeziziluo
100	YHHUI
101	yi ming cheng pin (bei jing )mao yi gong si
102	yibenfozhu
103	yichan
104	yihangkeji
105	Yihe Clothing Co., Ltd
106	yjiarenshepin
107	yilinart
108	YiMaoMaoYiYouXianGongSi
109	yingnanbaihuodiana
110	Yingpin department store in Yingcheng, Jiutai
111	Yironglebaihuo
112	yisanfangchanjingjifuwuyouxiangongsi
113	YITENGSHNAGHANG
114	yitongmanzuzizhixianyitongzhenbeizhouwujindian
115	yitongmanzuzizhixianyitongzhentiegouwujindian
116	YiWuLiHuanShou
117	Yiyu Decoration Store
118	yjx1398
119	Ykaolenbonmi
120	YoHoHoOnlineMercantile
121	yongbfuzhuang
122	yongdingou chaoxianjibaihuodian
123	yongdingquyumian hubaihuodian
124	YongShou Poster
125	Yongzanyue Department Store, Jishui County
126	yongzhoushilengshuitanquxuyibaihuojingyingbu
127	Yoshiko A Sutherland
128	YouDingYou Network Technology Co., Ltd.
129	YouJingTingShop
130	youlian Cheng
131	Your Only Favorite
132	yourundianzi

133	youshangbaodan
134	youxixiantianyujiubaihuodian
135	youyisheji
136	YSTWHCBCL
137	ysykj
138	ytfuzhuangchang
139	ythj76tikjmuyhj
140	yuanjinbaihuodian
141	Yuanping City Runmei Department Store
142	yuanyangjiankangkeji(nanjing)youxiangongsi
143	yuanyuanxiaoshangdian
144	yuchaocaiwang
145	YueDianXiaMenWenHuaChuanMeiYouXianGongSi
146	yuemeieshop
147	Yueyang County Jieya Department Store
148	YuFeng Art Inn
149	yuhanwenhuaguang
150	yuhuanfuzhuang
151	yuhuaquakekebaihuobu
152	YuLongShangHang
153	yun shi xin xi ke ji
154	yuqianjinUS
155	yuqingbaodan
156	YUQIUY
157	yushangge
158	yuyumeili
159	yuyuyueer
160	YWCHAN
161	YWT-US
162	YX-Custom
163	YXH7800
164	yzhxiefu
165	ZANGYAO GROUP TECHNOLOGY LIMITED23
166	ZBCINCE
167	ZDLKCD
168	ZDQWNCYD
169	zdvsvasaf
170	Zebra Arts
171	ZEGAILIANG
172	zengyilin
173	Zhakasdnju
174	zhanfangfangzhipinshanghang
175	ZHANG XINHAO
176	zhangdonlin
177	zhangfeilongdedian

178	zhangjianshengxiemaoshanghang
179	zhangjinjie1110
180	zhanglanchenqiubaihuodian
181	zhangleiya
182	zhangluyufuzhuang
183	zhangminqiangxiemaoshanghang
184	zhangpeishishop
185	zhangtaoshop
186	zhangxuband
187	zhanyon
188	ZHASHU
189	zhenanxiansenlinnvwubaihuodian
190	Zhenchao Trade
191	zheng zhou she ku shang mao you xian gong si
192	zhengaipingshangmao
193	zhengchengyimaoyigongsi
194	zhengdingxianbannongriyongpinxiaoshoudian
195	zhengdingxianyahafuzhuangdian
196	zhenghuirongshop
197	zhengjinxiongyigedian
198	zhenglinglingdediyigedian
199	zhenglizhongdiygedian
200	zhengmingxiashangdian
201	zhengweifengshop
202	zhengweigudian
203	ZhengXinZhiShop
204	zhengxiuqianzhonghelingshouchaoshi
205	zhengyifandiyigedian
206	zhengzhixiongdianpu
207	Zhengzhou Yuchuang Biotechnology Co., Ltd.
208	zhengzhouduluocanyinshebeiyouxianongsi
209	zhengzhouharongmaoyiyouxiangongsi
210	zhengzxshanghang
211	zhenhanshipin
212	zhewuyeguanliyouxi
213	Zhi Zhi Art Shop
214	ZHICHAOSHANGMAO
215	zhidaz
216	zhidongbaihuo
217	Zhigongcheng
218	ZHIGUOWUDITIANXIA
219	ZHILIN Posters Store
220	zhiqnongcp
221	zhishengzhinengkejiyouxian
222	zhixin 1986

223	zhiyuedingshengqiaolianggongcheng
224	ZHMX Posters Store
225	zhong anqing's
226	zhongqingmingyanlingongchengyouxiangongsi
227	ZhongQingYuQingFuZhuangYouXianGongSi
228	zhongshanshishunchengdianziyouxiangongsi
229	zhongshanshizhangjunzixunfuwuyouxiangongsi
230	ZHOU BINGLAN
231	Zhoukou Xunlei Network Technology Co., Ltd.
232	zhokoushichuanhuiqufeilanshangmaoCO.,LTD
233	zhokouyanqimaoyiyouxianzerengongsi
234	ZhouKunArt
235	zhouyongxiandeyigedian
236	Zhouzhou Poster
237	Zhouzhoudian
238	zhuanyin
239	zhujiangwudianp
240	Zhuoan Trading Company
241	zhuotingUS
242	zhuoxiaofangdiyigedian
243	ZhuoZhuoHeHuaRui
244	zhupengleidianzishangwu
245	ZjsART
246	ZQMJK
247	ZXHopeStore
248	ZXNPDY
249	ZY MMN
250	ZZNNMMX