

**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.

Case No. 22-cv-00060

Judge Mary M. Rowland

Magistrate Judge Sunil R. Harjani

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

This Court finds TOHO has provided notice to Defendants in accordance with the Temporary Restraining Order entered January 7, 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, 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.

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 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, 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 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 shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. 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"), Alipay US, Inc. and its related companies and affiliates ("Alipay"), eBay, Inc. ("eBay"), and PayPal, Inc. ("PayPal"), (collectively, the "Third Party Providers"), shall, within five (5) business 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, Alipay, eBay, and PayPal, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon TOHO'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 GODZILLA Trademarks.
5. Any Third Party Providers, including Amazon, Alipay, eBay, and PayPal, 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 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 this Court.

6. 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 “Dongguan Mingyiyi Clothing 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.
7. Plaintiff’s Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Koji Ueda [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 (\$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.

SO ORDERED:



Mary M. Rowland
United States District Judge

Dated: February 4, 2022

Schedule A

No.	Defendants
1	Dongguan Mingyiyi Clothing Co., Ltd.
2	exigarunabout
3	Fujian Benrui Cycling Technology Co., Ltd.
4	giftsfromlara
5	buyers choice 9
6	ceylon sapphire 369
7	damsath0
8	dana online_store
9	ddd2088
10	de767451
11	deer1020
12	denapanjisare
13	dengzedengze 0
14	dollar saving store
15	dropandzero
16	duyanhstore
17	e.tradepost
18	eastjincheno
19	eatonline
20	ecoworld27
21	elushunfeng666
22	e-mall2018ssl
23	emartlife
24	enlimaoyiabc
25	ernan_52
26	esales1212
27	evawivi
28	evelinprety
29	exio9773
30	faba2947
31	fantasticshop2019
32	fariindrawa_0
33	fatra-9204
34	fauzakmastore
35	faywy65
36	fazrid1
37	feifei1818
38	fhoite66jixia
39	fightingqueentoy
40	fitnesstore_69
41	fjeldjfiedi-0
42	foreverlove8899 6

43	freefrida
44	frwa-165
45	fs-supermall
46	fthoshop
47	fuquanl-168
48	futureoptionslk
49	fykeji2019
50	fzshengmaoxin
51	galuhgalstore
52	gao2017
53	gaoyufa2019
54	ggf65588
55	gift-desk mart 99
56	gilardil
57	gmtc9342
58	godvzzz
59	gol5873
60	goldenseller789
61	goodworkhardn
62	greatitemzone
63	growupnowl
64	guanghongzhenuk2017
65	guanoo
66	guanpingzhu
67	gz-seller
68	haka3481
69	haoyun789
70	happy online store
71	happyeasybuy04
72	happysheepooo
73	happy-shop09
74	happyshop1209
75	hara_store
76	harmadhu-86
77	harsha077299
78	hazayuk-0
79	hdd3a3
80	hefebr0
81	hefuliangshop
82	hejohnvoten
83	helelian-5
84	hellolili1658
85	henjay 0
86	highqposter
87	hisunnygirls 123

88	hong8srtty
89	honglianbuild02
90	hongqiu129
91	horse of freedom
92	htthuystore
93	huamao 0918
94	huihaomy
95	huihaomye
96	hxwfmy1998
97	hxwfmy1999
98	hyahaoju
99	hyahaoju02
100	iddewa-kz7tif
101	ikxddu s66
102	ishan online store
103	ishinisamuel01
104	khgjgffhr
105	king magnate
106	KSJMXSNAS
107	kytoy
108	laidianzhenlantubaihuodian
109	LeHuoXinXiYouXianGongSi
110	LiaoNingHengXingShiYe
111	lidianjiaUS
112	lihuaiart
113	LIN QIU ZHONG
114	liuzhuriyongbaihuo
115	Lmq art
116	Longer Road
117	Lyetny
118	Mageeujuj
119	MAICICO
120	naklfshufkasdahgdyh
121	ouliya
122	pengweikaiou
123	porsche store
124	PrimePosters
125	Qingdao Nasha Home Furnishing Co., Ltd.
126	QinHanXinChengYangLinBaiHuoDian
127	qixinzilibaihuodian
128	Rizidouyijingguodaioxianzaile
129	Robertman
130	Ruiliang store
131	ruqhklyp
132	SDKL

133	senwei
134	Shan Baifeng department store
135	shenghewangdian
136	Shunda Electric
137	shzlsc
138	Shz-ltx
139	Skadi Inc.
140	songzelong
141	SuAiHuaArt
142	TangShanRuiXuMaoYiYouXianGongSi
143	teuxhdneGHDSRQ
144	The princess is online
145	tongwenguan poster
146	weihaiyunanjianzhulaowuyouxiangongsi
147	WenZhouShiLu ChengQuMiuLengBaiHuoDian
148	wozhichengshangmao
149	xiananquxipinbaihuodian
150	Xianhai
151	xianmeitiandi
152	Xianshime
153	Xiaobaicai
154	Xiaokekeying
155	XIAON
156	XIAOshop
157	xiapuxianxiayaofuzhuangjingying
158	Xinb
159	xing lu jiao tong gong cheng
160	Xinguangfang
161	XinShaoXianPingShangZhenYangDuBaiHuoDian
162	xintaishiheguanfengriyongbaihuodian
163	XinWelove
164	100% cotton T-shirt SD Store
165	4-14children Store
166	666888 T-shirts Store
167	AiYuan Store
168	All you is here Store
169	Angelbaby Childhood Store
170	Anime-toy Store
171	Auspicious Bunny Store
172	Baipinhui Store
173	Borui children's T-shirt Store
174	Children's toy 2 Store
175	Collector's Store
176	C-One-PhoneCase Store
177	Cosicon Store

178	C-Three-PhoneCase Store
179	Dongguan Yiran Trading Co., Ltd.
180	EHAN TOY Store
181	Empty pockets Store
182	excellentt Store
183	F00 Store
184	FeiYing Store
185	FY World Store
186	Golden Cradle Kids Store
187	Golden Harvest E-commerce Store
188	Golden Wave Fashion Store(custom tee shirt)
189	Good toyser Store
190	GRYAN bag Store
191	Guagua520 Store
192	Guangzhou Happy Island Toys Co., Ltd.
193	hai ou Store
194	Hangzhou Osiya Imp. & Exp. Co., Ltd.
195	Happiness Children Clothes Store
196	happys childhood cupboard Store
197	Hefei Seller Import And Export Co., Ltd.
198	heimaojingzhang Store
199	HF's children's shop Store
200	Hi factory outlet Store
201	HL-Designer Store
202	Holosie Pakeni Official Store
203	Horizon Bag Town Store
204	hqms01 Store
205	HX Factory No.6 Store
206	i am groot Store
207	I Need Store
208	Idealism Store
209	In Children's Dreams Store
210	individuation Store
211	JA Store
212	JC TOYS World Store
213	jhhhhhgggg55555 Store
214	jianhu Store
215	JOH FIERS Store
216	Joyfull Baby Store
217	Julep Store
218	July Phillte Store
219	JUN JUN STORE Store
220	Jun name Store
221	JUNHAO Store
222	Kaijie trading company -3 Store

223	KANCHIII Store
224	KDH16 Store
225	ke le Store
226	KFY Costume Store
227	kjshggh888 Store
228	Kpop Drop Shipping Store
229	kunchen Store
230	legoing Store
231	LeiMiao Store
232	Libreclans Dropship Store
233	LISCN Store
234	LiTshirt Store
235	Little Children's Clothe Factory Store
236	Little Elves Kids Store
237	Liva girl Funny Store
238	Liva girl Jumping Fish Store
239	Lnn56~ Store
240	Loseall003 Store
241	LoveDo Store
242	Loving Families Store
243	Lu Feng Store
244	LWW Toy Store