

**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-00079

Judge Sara L. Ellis

Magistrate Judge Sheila M. Finnegan

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 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, 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

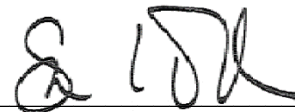
- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for TOHO, nor authorized by TOHO to be sold or offered for sale, and which bear any of 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") (collectively, the "Third Party Providers"), shall, within seven (7) calendar 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, 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 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 GODZILLA 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 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 “buwangchuxinshangmao 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 [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 (\$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:

A handwritten signature in black ink, appearing to read 'S. L. Ellis', written over a horizontal line.

Sara L. Ellis
United States District Judge

Dated: February 8, 2022

Schedule A

No.	Defendants
1	buwangchuxinshangmao
2	detaoshangmao
3	Kaddias
4	Little green bud
5	Liu Jia Ling
6	MAISIE EDWARDS
7	Mamelok
8	MAOQIANshangpu
9	MAPOLO
10	Marcus Roberta
11	Matmo
12	Matrix King
13	MAYA GALLAGHER
14	MaYiMing
15	MEGOUGH
16	MEIFENS
17	meifushop
18	mengtingdezhu
19	MHFJFZE
20	MiDYNBOIO
21	Mighyy
22	milinsi
23	Milyla-ltd
24	Mimk
25	Ming Horse
26	mingliubaihuoshangdian
27	mingtaobm
28	MingTing Oil Paintin
29	Minquan County Xuxiang Trading Co., Ltd.
30	Mo jas
31	Montoj
32	Moyinggam
33	mqxdhgsm
34	muchunxiuzhuangshi
35	Muyuqin
36	nanjingsanqieryijiuyeyouxiangongsi
37	nanjingtiansikejiyouxiangongsi
38	NATHAN DAVISON
39	NBUQSG
40	ngaimi
41	ngonglianr
42	nickfu
43	NICOTE
44	Nifoerty
45	nishesr
46	NJGRAEE

47	NNHKY
48	Nost-algia Store
49	Novelty Jewelrys
50	nshangma
51	O3FH2XOQM5
52	OELMMD
53	OELSL
54	ofmmr8500ud
55	oHF JOL
56	ONEFashion
57	OnlineGo
58	Onlygohome
59	OOut Qiang
60	Opoposter
61	Oriental International
62	otough5
63	oushikeji
64	OXYGEN ROOM
65	pagetwo
66	PameMcdonaldla
67	PanChuan
68	Patricia M Rivas
69	Perspective
70	PingDingShanShiRenKangYiLiaoQiXieXiaoShouCo.,Ltd.
71	pingdingshanshixinhuaquyuandianguanggaozhizuodian
72	pingdingshanxinlinshangmaoyouxiancompany
73	pingmeiguodianpu
74	PlatinumG
75	pojhhfr
76	Pollane
77	Poster fashion painting
78	Poster Mural Warehouse
79	PosterHome-US
80	Premag
81	PTCMCM
82	Puerto . Rico
83	PULKMN
84	purple-style-Art
85	putiandaihoumaoyi
86	putianhaibianmaoyiyouxiangongsi
87	putianshilichengqulihangbaihuoshanghang
88	putianshilichengquriyueguanggaozhizuobu
89	putianxuxiang
90	puyyvdi
91	Qatrefoil
92	QCQBQNN
93	Qess
94	QIANJINROOM
95	qiaozhan

96	qingdaosuoyangjifangzhiyouxiangongsi
97	qingdaoweiyushipinyouxiangongsi
98	QingHui
99	QinHanXinChengLinJinQuanShangDian
100	qinhanxinchengwangchunlingbaihuodian
101	QIPNVY DESIGNER
102	QIQIAOWU
103	qiujianwei2020
104	qiuqi321
105	quanzhoushijiuxingweiyujiejuyouxiangongsi
106	quanzhouwangyishangmaoyouxianzerengongsi
107	qujingyu
108	quxianlangyameimeidourihuadian
109	R7EGQH73H9
110	RainieS
111	RHRhuaren
112	Rhte Gui
113	Robert Fair
114	Roberthite
115	Rongcheng Naisen Trading Co., Ltd.
116	RONGYUANDS
117	rtanv36xhjk
118	s21wsq
119	SASDFASA6-US
120	Save Me
121	SDBUYW-ZQ
122	Seaniy US
123	Searchh
124	sety32DF.
125	Sexcesal
126	Shanchuanlvlin
127	Shandong Shangkoujia Food Co., Ltd.
128	shandongshenghonghunrenliziyuanyouxiangongsi
129	Shanghai Weiran Clothing Co., Ltd
130	shanghaijinbuqichebujianyouxiangongsi
131	shanghaipanouqichekejizhongxin
132	shanghaishuangxianzhilengshebeigongchengfuwubu
133	shantoushifanmaolishangmaoyouxiangongsi
134	shanxianjingyuanjiancaijingyingbu
135	ShanXiRongHuiWenHuaChuanMeiYouXianGongSi
136	ShanXiYouWeiXianShangMaoYouXianGongSi
137	SHAOLUMING
138	shen yang zhen gu ke ji you xian gong si
139	ShengPaiFuZhuangDian
140	shenlishi
141	Shenzhen Weitianpai Technology Co., Ltd.
142	Shenzhen Woxindi Trading Co., Ltd.
143	ShenZhenShiYinBaoFengShouShiSheBeiYouXianGongSi
144	Sheryl Burton

145	shibeiquyuandayipeizhuanyejiajuancaizhongxin
146	SHIJIAZHUANGCEQINGZHUSHANGMAOYOUXIANGONGSI
147	SHIJIAZHUANGHUIKOUSHANGMAO
148	shiniucun
149	ShirleyBFleming
150	xinwuquzhanglinfangmuyingdian
151	xinzhuo
152	xixiangxuyangtongxunqicai
153	xixianxinqufengdongxinchengchenyongxiangdebaihuodi
154	xixianxinqufengdongxinchengtianjiabaihuodian
155	xixianxinkonggangxinchengjialabaihuodian
156	XQPGS
157	Xuanuan
158	xurujun
159	XXPZUISHA
160	xyy
161	Yanbiao
162	YANG HUIMIN
163	yangart123
164	yangguhuiyueshangmaoyouxiangongsi
165	YangshiledepartmentstoreWeichengDistrictXianyangCi
166	YangTanQiCai
167	Yanxinyuan
168	Yicheng County Huijiu Network Sales Co., Ltd.
169	yifangfang
170	Yihengsheng
171	YIRONG67JUE
172	yitongmanzuzizhixianyitongzhenbeizhouwujindian
173	Yiwu Xinfang Trading Co., Ltd.
174	YiWuLiHuanShou
175	yiwushifengxishipinyouxiangongsi
176	yiwushimingjingmaoyiyouxiangongsi
177	yiwushiqianyuriyongbaihuoyouxiangongsi
178	yixinai
179	yizhaoriyongbaihuodian
180	yjkeji
181	YKY-ART
182	ylqart
183	YmArt
184	YOISGO
185	youliancheng
186	Your Are Our Sunshine
187	youyisheji
188	youzhiqiangstore
189	yuchunping
190	YUCHUNTOY
191	yunnanxintongchengjianshejituananyouxiangongsi
192	yuyamaoyi1
193	YY KE JY

194	YZYZYZ
195	Yearzimm
196	zairuikeji
197	zdvsvasaf
198	ZhangDianLvShanYuanChaYeDia
199	ZhangXF