

**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. 22-cv-00817

Judge Matthew F. Kennelly

PRELIMINARY INJUNCTION ORDER

Plaintiffs 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 as follows.

This Court finds GWC has provided notice to Defendants in accordance with the Temporary Restraining Order entered February 22, 2022, [16] (“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; 6,193,482; and 6,187,814 (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.

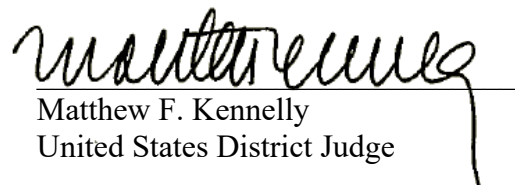
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. Upon GWC's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), ContextLogic Inc. d/b/a Wish.com ("WISH"), and 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, eBay, PayPal, WISH, and 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 eBay, PayPal, WISH, and 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 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 “4UGK and all other Defendants identified in the Operative Complaint” that shall apply to all Defendants. The combination of providing notice via electronic publication or 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:


Matthew F. Kennelly
United States District Judge

Dated: March 7, 2022

Schedule A

No.	Defendants
1	4UGK
2	Changsha M-Shine Crafts Co., Ltd.
3	postershop
4	Shenzhen Qiji Trading Co., Ltd.
5	Shenzhen Xingman Industry Co., Ltd.
6	Yiwu Tangao E-Commerce Firm
7	adaser9
8	adorablestore
9	anycan.anybuy
10	auto_sparehub
11	avimadh87
12	bestmmai
13	chamidu2020
14	chanakahet_29
15	chenmi-7
16	chshd18
17	cogacoga
18	costoy231
19	dazcosplayer
20	dengxiaoqi1815
21	devan.s-4
22	heguo0-36
23	joh-611781
24	johncuan
25	jollyanime
26	jordani-4
27	lucky toy
28	miyajia999
29	mzxcos5752
30	nimlo-store
31	royal_art
32	sandeep_globalshopping
33	sdtoys18
34	shishuangcos_animeclothing
35	smileshop95
36	tangyuanfei2010
37	tharush98
38	wixmart
39	wyg-9
40	yiqi96_36
41	adjoins

42	AE Shoes
43	Aladyscheongsam
44	Angela Irizarry
45	Ashley Pennine
46	BEE Glitter glaze
47	Beverly Dorsey
48	Brian Hooks54
49	bsqrrotmw
50	cangwujknagl
51	Catholic Charismatic Center
52	CCPRO
53	chenglih
54	chengxinkai29913
55	chenzimeng5463
56	ckdfjog
57	corpuscare
58	COSLIU
59	Daxiezany Pants
60	deazdd
61	Debra Jean Misitano
62	dennishopgifts1209
63	DHUF.SF-djf-s
64	dianfumingcheng12345
65	Dingkele2013
66	Donafgfgjhd168
67	dujun03590
68	Exotic pug puppies
69	Eyefuel PR Coupons
70	Fanyufa
71	fashionmacket
72	fengrui Store me
73	firuwg1515
74	Forest Demon
75	gang fashion
76	gaojinxin7814
77	gaopengh
78	Gengsenuy
79	geshaolin19502
80	Ghommueirre
81	Globeworks
82	Guadalupe Moore
83	GuJianFeng
84	guorui71320
85	guoyongfu5263
86	hegenqing

87	hot62bigboom
88	houliangyan66058
89	huibuhuinine
90	hunan1436
91	huyongkang50372
92	inductothermy
93	ivlxh9shop
94	Jennifer Marino45
95	jiajia123456
96	jianghongxiao91780
97	jihonghu29551
98	jinghanzu
99	jinhui fashion trade
100	JIUJIUDE
101	Jonathan Thompson
102	juluo
103	kakangdieyue
104	KitKatt
105	lihaiyan7946
106	lijiawei55033
107	litaihai5388
108	litianubvshop
109	liubo66648
110	liuli911922933
111	liuzijing9
112	Lixiumei1314
113	liyanfang88056
114	liyongwang03007
115	lizengtan245
116	lizhuokun92243
117	lvhongli123
118	MARK TETZLAFF
119	Michaelcd
120	MIRROR.Store2035
121	Miss Gu's Shop
122	Mndsjheiru58723
123	moshang11
124	myselfs
125	neverlandindream
126	niuliang4664466
127	Nneryoy Baby's
128	Notitee
129	Oliver Flood
130	PATRICIA MOHON
131	pengchunchun839628

132	Plilmee
133	renjinhuan
134	Rosemary R Thibodeaux
135	sangyuanji84983
136	schuierden
137	SearchingagoodsellStore
138	Shaozhengxu
139	shengzhongxin7217
140	Shinka
141	SJDN GHNG
142	sound good
143	Sushi & Teriyaki
144	tanghuidong123456
145	tangxiaolian38100
146	tanzhenyan123
147	vfjgifyfiugv
148	wangying163163
149	wfh25
150	xiaoxuer
151	YANGFangyang
152	Zhichao Store
153	ZongshajibodPb
154	zq story
155	zuohong
156	ZYJ & store
157	Arvincos2018
158	BASHUAI
159	BMzhaoshuai
160	Boyuan Store Market
161	CHENMEIJING125
162	chenshungusbaihuodia
163	CSSCEC
164	dfsdfw8744654
165	FeiYan369
166	FULiYEAR
167	hnajpdp
168	huichenbaihuodian
169	jfhkhkkjk2525
170	JIMUZI
171	jingjinglulu
172	laihebaihuo
173	Linduo Company
174	lixnmat-shops
175	manman shangmao youxiangongsi
176	putianshiyoukejumaoyiyouxiangongsi

177	quanxiaomaoyi
178	QXDZSWB
179	ronglaishangmao
180	SADDWASD
181	Saxiangshangmao123
182	Sckaluu
183	Unsyhmyy
184	xinglongshops
185	XINXINXI
186	yihaosanbinglubenwei
187	YMXWS
188	如天精品商店
189	宋方办公