

**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-00092

Judge Sara L. Ellis

Magistrate Judge Beth W. Jantz

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 January 12, 2022, [20] (“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 Amazon Payments, inc. ("Amazon") (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

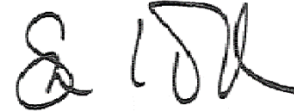
participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Amazon, or other merchant account providers, payment providers, third party processors, and 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 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 “1G8SRGSVB1 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 [20] 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', written over a horizontal line.

Sara L. Ellis
United States District Judge

Dated: January 20, 2022

Schedule A

No.	Defendants
1	1G8SRGSVB1
2	50628MA3
3	69Supreme
4	85BUS
5	A Creative Shop
6	A Firefly
7	A house cat
8	AHang01
9	Ai Li Si Shan Art
10	Ai Xin Art
11	AILSAYA-
12	AiShangMaoYouXianGongSi
13	AIYAYIA
14	aladdinputian1
15	aladdinputianbaite5
16	Alimeimei
17	Allen M store
18	Amoy Market
19	amumuxunic
20	animal art wall
21	Anime style
22	ankangshihanbinquzhaozhaoyupifalingshoudian
23	AntonioWilliams
24	Anwo New Energy Co., Ltd.
25	AOJINKA
26	Aovd Gift Shop
27	aoyaoqubaituzhENCHUYUZHENGCHANAICHADIAN
28	Archibalder
29	Arousefruito
30	Art inn
31	Art-BeTSHOP
32	ARTERSHOP-US
33	Asidun-Direct
34	assdsd
35	aweihongmu
36	AYMAYM.Good
37	azkplcc
38	Ba Rong Commodity Store in Qingbaijiang District,
39	Baijun Department Store, Licheng District, Putian City
40	BaiQuanXianKeWuTuShuShangHang
41	BaiQuanXianLiZiTuShuShangXing
42	BaiQuanXianYiYiGuTuShuShangHanger
43	BaiShengOL
44	Bakugou Store
45	baobaoyibo
46	baojisigaoxinquxiaonizineiyidian

47	baoliduo
48	baotamajiawanchengyikunbocaimiantiebanyouyutiegu
49	Beancurdstopsp
50	Beautiful black rose
51	BeiJingAWeiTaKeJiYouXianGongSi
52	beijinghongshunyuandajianzhugongchengyouxiangongsi
53	beijingliweisenqikemaoyouxiangongsi
54	beijingtianzunshangmaoyouxiangongsi
55	BeiJingYanJingBoRuiShangMaoYouXianGongSi
56	BeiLinQuQiRuiBaiHuoDian
57	BengBuQianShangDianZiShangWuYouXianGongSi
58	Benson xie
59	BestVa
60	Betifu
61	BIKL POSTER DECORATION SHOP
62	binchengqushangdijiajushipin
63	Blanketljf
64	BLJBY
65	blue cat
66	Bluefun
67	Bnialaed
68	Bolifeten
69	Brave-hearts
70	bribase
71	btchanghuang
72	Bubble Stores
73	BYHSMMSD
74	caiconglongshop
75	caijingjingdeyigedian
76	caikaimindiyigedian
77	CAILIUBI
78	cairenzong
79	caisongbodyigedian
80	caiyuxian02
81	caizhiyongl
82	Canvas Poster Store
83	Canvaspaintinged
84	caojunbaihuo
85	Casady
86	Cattle Leaps Forward
87	Cavalloalex
88	cgsxhmy
89	ChangchunShiLiFengYuShangMaoYouXianGongSi
90	CHANGEABLE POSTER
91	changshashimuduohuayiyouxianzerengongsi
92	changxindiban
93	changyihongshangmaodexiaodian
94	changzhishihongdingqingshangmaoyouxiancompany
95	ChaoAnJianSheYouXianGongSi

96	CHAOMIAN
97	chaoqunbeibei
98	Chaqian Clothing
99	CHASHAN-JOLO
100	CHBIN
101	CHECHENG
102	chemeimei lc
103	Chen Yi Shop
104	CHEN YUNXING
105	CHENBAOFU1988
106	CHENBINGXIN
107	chenbiqunyigedian
108	Chenchengfei
109	chenchunxiaodian
110	chendeqingdiyigedian
111	chendianbofuzhuangdian
112	chenfeibinshangdian
113	ChenFengtong Art
114	ChengDouBuGeiTengPo
115	chengdu hougengkuishangmaoyouxiangongsi
116	chengduhajiameishangmaoyouxiangongsi
117	chengduqinpingyueshangmaoyouxiangongsi
118	chenghong store
119	chenghuaquchuanquxiang
120	chenghuaqutianyishibaihuodian
121	chengmingkeji
122	chengshixing
123	chengzhilaowu
124	CHENJIANBIN
125	chenjianhongdiyidianpu
126	chenjianxidiyigedian
127	chenjingjingdiyigedian
128	chenjinwendahaoguo
129	chenlijunDP
130	chenlingnan
131	ChenQingShanShop
132	chenshaoqunbaihuodian
133	CHENSI1988
134	chentianguishangdian
135	CHENXIUYA
136	Chenyannan
137	chenyudongdiyigedian
138	chenzhiqiangdezahuodian2
139	chenzhoushibeihuquyuzukangzuyuyangshengguan
140	CHERSHOP-US
141	Children's life experience Hall
142	Chilli-shop
143	chiruidianzi
144	chongqinghuitanjinshucailiaoyouxiangongsi

145	chongqingshilipaiwanglaokejiyouxiangongsi
146	Chrisdeer
147	chuancaibangyunwangluo
148	chuangyundianzikeji
149	chuanliINN
150	chunshenyu216
151	chunxianmaoyiyouxiangongsi
152	chuxiongshenghangkejifuwuyouxianzerengongsi
153	CHUYSN
154	Cixian Xuelei Department Store
155	cjinhufuzhuang
156	CJYVV
157	COCOKUBU
158	CO-DEVLP SUPPLY CHAIN CO., LIMITED666
159	Colvinbo
160	Come to Miao Ge Feifei
161	Consultation on semicircle art education
162	COOCOOb
163	CORADEO
164	CPUOD
165	creamdealAZ
166	cydianzishangwu
167	cywxiaodian
168	CZHENY
169	CZZHI
170	DA Shu
171	dafenzhuyuanwenhuayishufazhan1
172	daghda
173	Daguang department store
174	DAILII
175	daililidiyigedian
176	dajiliangsheng
177	Dali Yafei Network TechNology Co., Ltd
178	DaLianRuiShenMaoYiYouXianGongSi1
179	DaLianShiPuZhaoJiaRiGuangChangXianFengTongXinShe
180	dalimaershanNongyekejiyouxianzerengongsi
181	dangyahuia's
182	daqingshilongfengquliuyimangxianshengtianpindian
183	DaShiChangLiShiZhenHunTunDian
184	DaTianXianDingXiaoJuanShangHang
185	DayDayBaoDan
186	DDSMND
187	Decals-Home
188	dedexiaodian
189	desitekeji
190	detaoshangmao
191	dihuomaoyiyouxiangongsi
192	dingmeigongyipinshanghang
193	DISHAN Posters Store

194	Divade
195	DKASF
196	DMIART
197	dongdongzahuopu
198	DongFangHongOneHaoDian
199	DongFangHuaChen
200	DongHuJieDaoBanShiChuLongXinYuanNeiYiFuShiDian
201	donglaijixieshebeizulinyo
202	dongpengcizhuang
203	DONGQ
204	dongqinmaoyi
205	dongyoumaoyi
206	DorisMSchwab
207	Dortmundo
208	DPFDSD
209	Dragon2yao
210	drgyhnj
211	dsajksa
212	dsgsegreh
213	DSXM ART POSTER
214	Du Jia Art
215	Dunrangas
216	DuoJiaoCanYinGuanLi
217	DurableNovel
218	Dwayne Dennis
219	DXUEHUA
220	ealinetback
221	EARLFAMILY
222	EdmarYes
223	EH2HLFJ9JK
224	ELINAAJG
225	Enguang Mall
226	eningcerem
227	enlingshangmaoyouxiangongsi
228	Ennrt
229	Environmental protection
230	ErEear
231	Exquisite gift shop [delivered in 7-15 days]
232	FA WU JIN
233	Fairyforest
234	FAN BINGHUA
235	fang haimei's
236	fangchengxianminerbaihuodian
237	fangheAdornment picture
238	fangqibaihuodian
239	fangyilingshop
240	fangyongjing
241	Favorite Gift Shop(7-15Days Arrival)
242	FDSGDSFGDE

243	FEEO Poster shop
244	FEIXIANG76521
245	fengcaimaoyi
246	Fengju department store
247	fengluandiezhangshangmao
248	FengQiuXianPinNuoYunShuYouXianGongSi
249	fengyunmaoyishanghang