

**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-00679

Judge Elaine E. Bucklo

Magistrate Judge Beth W. Jantz

DEFAULT FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff KHARA INC. and GROUND WORKS CO., LTD. (collectively, “Plaintiffs” or “GWC”) against the defendants identified on Schedule A, and using the Defendant Online Marketplace Accounts identified on the First Amended Schedule A (collectively, the “Defendant Internet Stores”), and GWC having moved for entry of Default and Default Judgment against the defendants identified on the First Amended Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; GWC having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, GWC has provided a basis to conclude that Defaulting 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 purchase products using counterfeit versions of the NEON GENESIS EVANGELION Trademarks. *See* Docket No. 13, 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 further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), and false designation of origin (15 U.S.C. § 1125(a)).

Accordingly, this Court orders that GWC's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Final Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently 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 Defaulting 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. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Alipay US, Inc. and its related companies and affiliates ("Alipay"), (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
 - a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the NEON GENESIS EVANGELION Trademarks; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the NEON GENESIS EVANGELION Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine GWC product or not authorized by GWC to be sold in connection with the NEON GENESIS EVANGELION Trademarks.
3. Upon GWC's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the NEON GENESIS EVANGELION Trademarks.

4. Pursuant to 15 U.S.C. § 1117(c)(2), GWC is awarded statutory damages from each of the Defaulting Defendants in the amount of two hundred and fifty thousand dollars (\$250,000) for willful use of counterfeit NEON GENESIS EVANGELION Trademarks on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and the First Amended Schedule A.
5. Any Third Party Providers holding funds for Defaulting Defendants, including Alipay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Alipay, are hereby released to GWC as partial payment of the above-identified damages, and Third Party Providers, including Alipay, are ordered to release to GWC the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until GWC has recovered full payment of monies owed to it by any Defaulting Defendant, GWC shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that GWC identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, GWC may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at

the e-mail addresses identified in Exhibit 2 to the Declaration of Yasuhiro Kamimura and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The ten thousand dollar (\$10,000) surety bond posted by GWC is hereby released to GWC or its counsel, Keith Vogt, Ltd., 33 West Jackson Boulevard, #2W Chicago, Illinois 60604. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to GWC or its counsel.

This is a Default Final Judgment.

Dated: April 4, 2022

A handwritten signature in black ink, appearing to read "Elaine E. Bucklo". The signature is fluid and cursive, with the first name "Elaine" and last name "Bucklo" clearly distinguishable.

Elaine E. Bucklo
United States District Judge

First Amended Schedule A

| No. | Defendants |
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| 1 | 丰收的果实 Store |
| 2 | 48 Hours Drop Shipping Store |
| 3 | ABETOYS Store |
| 4 | Abhay 05 Store |
| 5 | Aesthete ART Store |
| 6 | Aesthetics Mouse Mat B143 Store |
| 7 | A-Graffiti Anime Store |
| 8 | Ajing V-Game Store |
| 9 | Anime Decoration Store |
| 10 | Art ferryman Store |
| 11 | Art galleries Store |
| 12 | Art Mouse Mat A143 Store |
| 13 | AUDII Store |
| 14 | Baby song toy Store |
| 15 | Bellissimo48 Store |
| 16 | Blocks Wars Store |
| 17 | Blueming30 Store |
| 18 | Brilliant Art Store |
| 19 | Brilliant Decorative Store |
| 20 | bvlg ari Store |
| 21 | candycolors Store |
| 22 | CasicianCase Store |
| 23 | ceto toy Store |
| 24 | Childhood pleasure toy Store |
| 25 | Children's educational toy Store |
| 26 | Collagecase Store |
| 27 | COOLSTRANGE FUN Store |
| 28 | Dalifboss Store |
| 29 | Daliss Art Printing Store |
| 30 | DASONG Rare Toy Store |
| 31 | daughter0418 Store |
| 32 | Decorative Painting Store |
| 33 | Digital World 2207 Store |
| 34 | Digital World 2209 Store |
| 35 | Digital World 2213 Store |
| 36 | Digital World 2216 Store |
| 37 | Digital World 2225 Store |
| 38 | Disneys Store |

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| 39 | DIYCASE47 Store |
| 40 | DIYhome122 Store |
| 41 | DIYmone121 Store |
| 42 | DM Decor Store |
| 43 | Doinby Store |
| 44 | DREAMLINK Toy Store |
| 45 | Dropshipping 3CD Store |
| 46 | earlfamily Official Store |
| 47 | energy 01 Store |
| 48 | Essentials-ART Store |
| 49 | Etervitay Store |
| 50 | Explore art Store |
| 51 | Fabric Art Prints Retail Dropsale Store |
| 52 | Fardreaw Store |
| 53 | Fashionbrand94 Store |
| 54 | Feleph Bulk Store |
| 55 | FFGETRICH Store |
| 56 | FH digital 017 Store |
| 57 | Fish-Doll Decoration Painting Store |
| 58 | For alliance 41 Store |
| 59 | FR Art Store |
| 60 | Global Fast Drop shipping Store |
| 61 | goe online Store |
| 62 | G-Smart Store |
| 63 | GY-KAMAIL3 Store |
| 64 | GY-painting6 Store |
| 65 | Haapy Ending Toy Store |
| 66 | Hallo Kitea 2206 Store |
| 67 | Hallo Kitea 2215 Store |
| 68 | Hallo Kitea NO09 Store |
| 69 | HC Decor Art Store |
| 70 | Hi Good Store |
| 71 | High-end Gaming Mat Store |
| 72 | huiyicase54 Store |
| 73 | HUIZHOU Phone Drop shipping Store |
| 74 | HULINFENG Store |
| 75 | HULINGFEN Store |
| 76 | HUYINFAENG Store |
| 77 | iCanvas Store |
| 78 | iManga Store |
| 79 | Ivits Store |

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| 80 | Jeffomas Store |
| 81 | jemy Store |
| 82 | June 17 Block Store |
| 83 | kenzoy Store |
| 84 | Kimi Art Store |
| 85 | KKT127 Store |
| 86 | Korea Discount Store |
| 87 | Laam Zong Store |
| 88 | Lable Tape Store |
| 89 | LeBo Stickers Store |
| 90 | LEGO- Building blocks Store |
| 91 | LOLICOS Accessories Store |
| 92 | Lucky Point |
| 93 | Luckyguy Toy Store |
| 94 | Luckynumber737 Store |
| 95 | Luckynumber77777 Store |
| 96 | LUCKYS13 Store |
| 97 | Luckyzone Toy Store |
| 98 | Lucy--05 Store |
| 99 | MaciJigul11 Store |
| 100 | MadeInChinaYGF Store |
| 101 | Mantin Store |
| 102 | Mantra Store |
| 103 | Maple Forest Street Store |
| 104 | MINGQI Store |
| 105 | MINGXIJS Store |
| 106 | MNTOP Store |
| 107 | Mork Blocks Store |
| 108 | Mozi 7015 Store |
| 109 | MyAnimeCanvas Store |
| 110 | Nobby Store |
| 111 | Noger phone fitting 71 Store |
| 112 | Orianna Art Store |
| 113 | Painting-Decor Store |
| 114 | Paragliding Store |
| 115 | Phone Cases ZHC Store |
| 116 | PUMPTUTU Store |
| 117 | Pursuing art Store |
| 118 | Reall Store |
| 119 | Reayou Store |
| 120 | ROOMART Store Store |

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| 121 | RR Anime Art Store |
| 122 | RRKFT128 Store |
| 123 | RUIFU PI Store |
| 124 | Sannder Store |
| 125 | Section A Store |
| 126 | Section B Store |
| 127 | Section EE Store |
| 128 | SellingCases Store |
| 129 | Shop07051988 Store |
| 130 | |
| 131 | Shop3659089 Store |
| 132 | Shop4986190 Store |
| 133 | Shop5018115 Store |
| 134 | Shop5027026 Store |
| 135 | Shop5076173 Store |
| 136 | Shop5109088 Store |
| 137 | Shop5135103 Store |
| 138 | Shop5411028 Store |
| 139 | Shop5785927 Store |
| 140 | Shop5844052 Store |
| 141 | Shop5887764 Store |
| 142 | Shop5888888 Store |
| 143 | Shop5891725 Store |
| 144 | Shop5892759 Store |
| 145 | Shop5940303 Store |
| 146 | Shop5962052 Store |
| 147 | Shop5972128 Store |
| 148 | Shop5972152 Store |
| 149 | Shop900234138 Store |
| 150 | Shop900234341 Store |
| 151 | Shop900236438 Store |
| 152 | Shop900237130 Store |
| 153 | Shop900242300 Store |
| 154 | Shop900242416 Store |
| 155 | Shop900243037 Store |
| 156 | Shop900247178 Store |
| 157 | Shop900252343 Store |
| 158 | Shop910320275 Store |
| 159 | Shop910329014 Store |
| 160 | Shop910332232 Store |
| 161 | Shop910341180 Store |

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| 162 | Shop910349066 Store |
| 163 | Shop910357274 Store |
| 164 | Shop910358177 Store |
| 165 | Shop910370351 Store |
| 166 | Shop910420040 Store |
| 167 | Shop910451081 Store |
| 168 | Shop910458101 Store |
| 169 | Shop910561066 Store |
| 170 | Shop910624021 Store |
| 171 | Shop910644044 Store |
| 172 | Shop910647019 Store |
| 173 | Shop910671022 Store |
| 174 | Shop910728034 Store |
| 175 | Shop910730121 Store |
| 176 | Shop910736086 Store |
| 177 | Shop910802024 Store |
| 178 | Shop910824001 Store |
| 179 | Shop910870008 Store |
| 180 | Shop910897046 Store |
| 181 | Shop910951065 Store |
| 182 | Shop910952044 Store |
| 183 | Shop910984014 Store |
| 184 | Shop910988071 Store |
| 185 | Shop911001021 Store |
| 186 | Shop911001056 Store |
| 187 | Shop911007073 Store |
| 188 | Shop911018009 Store |
| 189 | Shop911025019 Store |
| 190 | Shop911036202 Store |
| 191 | Shop911046167 Store |
| 192 | Shop911114213 Store |
| 193 | Shop911114218 Store |
| 194 | Shop911124046 Store |
| 195 | Shop911132184 Store |
| 196 | Shop911132288 Store |
| 197 | |
| 198 | Shop911186003 Store |
| 199 | Shop911189137 Store |
| 200 | Shop911206003 Store |
| 201 | Shop911209003 Store |
| 202 | Shop911255143 Store |

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| 203 | Shop911256402 Store |
| 204 | Shop911265344 Store |
| 205 | Shop911291144 Store |
| 206 | Shop911383015 Store |
| 207 | Shop911415325 Store |
| 208 | Shop911600320 Store |
| 209 | Shop911605351 Store |
| 210 | Shop911610016 Store |
| 211 | SHOW appreciation Store |
| 212 | sleeping momo 1222 Store |
| 213 | Socrades Store |
| 214 | Sooooo Store |
| 215 | Speciald31 Store |
| 216 | SR Toy Store |
| 217 | take off 1203 Store |
| 218 | take off Store |
| 219 | TeemoO Store |
| 220 | THE END LuxuryCase Store |
| 221 | TMGT Building Blocks Minifigs Store |
| 222 | TOPLB104 Store |
| 223 | Toy life Store |
| 224 | UNIQUE 008 Store |
| 225 | UP Model Store |
| 226 | Uzilucky7777 Store |
| 227 | V-Canvas Store |
| 228 | Venusians Store |
| 229 | Victory Toy Store |
| 230 | Wall Prints Store |
| 231 | wonder 04 Store |
| 232 | X Cases Store |
| 233 | XAOBD Store Store |
| 234 | Xinxiang Puruige Import And Export Trading Co., Ltd. |
| 235 | XQboss Store |
| 236 | XUANIER Anime World Store Store |
| 237 | XxX Toy Store |
| 238 | Yesperart Painting Store |
| 239 | YHCanvas Store |
| 240 | YHPASTER Store |
| 241 | Yin&JGe Paintings Store |
| 242 | YNDFCNB119 Store |
| 243 | Youmko Store |

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| 244 | Your Phone Cases 2021 Store |
| 245 | yuan46 Store |
| 246 | YY118 Store |
| 247 | ZHONGYUTONG Store |
| 248 | ZL 09 Store |
| 249 | ZPY TOY Store |
| 250 | ZQLLXM Decor Store |