

**IN THE UNITED STATES DISTRICT COURT
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. 1:22-cv-00851

Judge John Robert Blakey

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 February 22, 2022, [15] (“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; 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* [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, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiffs a written report under oath providing: (a) the identity and location, including contact information, their true name and

physical address, and all associated e-mail addresses, of Defendant; (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 Stores of Defendants, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history; and (c) the steps taken by Defendants to comply with paragraphs 1, (a)-(d) above

3. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
4. 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 Alipay US, Inc. and its related companies and affiliates ("Alipay"), PayPal, Inc. ("PayPal") and SIA JOOM ("Joom") (collectively, the "Third Party Providers"), shall, within three (3) 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, Alipay, PayPal, and Joom, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon GWC's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within three (3) 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.
6. Any Third Party Providers, including Alipay, PayPal, and Joom, shall, within three (3) 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.
7. 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 "100% cotton tshirts0000 Store 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.

8. Plaintiff's Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Yasuhiro Kamimura [12], and the TRO [15] are unsealed.
9. 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.
10. 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.

Dated: March 21, 2022

Entered:



John Robert Blakey
United States District Judge

Schedule A

No.	Defendants
1	!00% cotton tshirts0000 Store
2	2022newdian Store
3	ABDG Store
4	ACTOYS Store
5	AUKUK Toy Dropshipping Store
6	Baby board game(drop shipping) Store Store
7	BandaToys Store
8	BIGCHENCHEN TOY Store
9	boboniu Store
10	Bu Mu Tu Store
11	Building Block Pioneer Store
12	Cartoon-Toy Store
13	Da bao Global Store
14	DL 3Cfactory Store
15	Enjoying Care Baby Life Store
16	ESEI Store
17	FanYi Toy Store
18	GULANGMOON OFFICI Store
19	Gultek Co. Ltd
20	HomeWendao Store
21	Joytoo Toy Store
22	JuerToys Store
23	Kiddo Garden Store
24	Leke toy Store
25	Ma Zexu's plush toy store Store
26	NEVER LAND
27	NICETOY Store
28	pcmos Official Store
29	Shop5596313 Store
30	Shop5606321 Store
31	Shop5736282 Store
32	Shop5838167 Store
33	Shop5874643 Store
34	Shop5880033 Store
35	Shop5891604 Store
36	Shop5940116 Store
37	shop615498749 Store
38	Shop631305 Store
39	Shop830439 Store
40	Shop900235031 Store
41	Shop900252230 Store

42	Shop910329255 Store
43	Shop910335167 Store
44	Shop910338351 Store
45	Shop910563065 Store
46	Shop910563175 Store
47	Shop910565169 Store
48	Shop910635020 Store
49	Shop910711008 Store
50	Shop910715065 Store
51	Shop910717085 Store
52	Shop910719113 Store
53	Shop910726068 Store
54	Shop910734088 Store
55	Shop910743018 Store
56	Shop910756007 Store
57	Shop910940071 Store
58	Shop910987002 Store
59	Shop911109297 Store
60	Shop911130086 Store
61	Shop911187154 Store
62	Shop911207192 Store
63	Shop911222163 Store
64	Shop911225141 Store
65	Shop911253302 Store
66	Shop911258300 Store
67	Shop911258390 Store
68	Shop911262045 Store
69	Shop911264131 Store
70	Shop911344005 Store
71	Shop911375146 Store
72	Shop911421661 Store
73	Shop911457018 Store
74	Shop911508077 Store
75	Shop911532063 Store
76	Shop911545365 Store
77	Shop911557063 Store
78	Shop911564546 Store
79	Shop911599435 Store
80	Shop911608060 Store
81	Shop911612343 Store
82	Shop911614247 Store
83	Shop912624595 Store
84	Shop912625367 Store
85	Shop912625939 Store
86	Shop912625998 Store

87	Shop912626510 Store
88	Shop912627254 Store
89	Shop912627496 Store
90	Shop912627607 Store
91	SI TING Store
92	Sinley-Fashion Store
93	Sister temper Store
94	Small Hobby Costum Store
95	Smobaby toy(drop shipping) Store
96	Sneakers Here Store
97	SNTP Store
98	SONSPEE 02 Store
99	SONSPEE NEW Store
100	SONSPEE13 Store
101	SOSHIRL Apparel Store
102	South South animation costumes Store
103	SPKT Store
104	Squid Shop Store
105	SSENTIAL-DROPSHIPPING Store
106	Still You Store
107	Street Sweater Store
108	Streetwear Life Store
109	Streetwear Seasons Store
110	Stylish and fun hoodies Store Store
111	Stylish License Plate Store
112	SUM T-SHIRT Store
113	Suntey Store
114	Superb+ Store
115	Syntecso TeeZone Store
116	TAHM&Print Store
117	Tasteful wardrobe Store
118	TCDQ DROPSHIPPING Store
119	TCJL Dropshipping Store
120	TDTO Dropshipping Store
121	Tender 02 Store
122	Teresia Store
123	Thanks 555 Store
124	The Brave Store
125	TIMi hoodies Store
126	ToAlice Store
127	TongLingone Painting Store
128	TOPHUB Store
129	ToTheSouth Store
130	Toy for Gife Store
131	Toy Funny World Store

132	Toy's Dropshipping Store
133	toysupplier
134	Trend Alliance Store
135	Trend leading Store
136	Trend shirt Store
137	Trend shirt Store 2 Store
138	T-shirt Hoodies & Sweatshirts Store
139	t-shirt015 Store
140	t-shirt10 Store
141	t-shirt-21 Store
142	Tsubasa Store
143	Ulritar Store
144	Uncle monkey Store
145	UncleHulk Store
146	Upcos Store
147	uptempo Store
148	UUSunjoy Store
149	Various clothes factory outlet Store
150	VARIY Store
151	VC wqy Store
152	VELET BABY Store
153	Very good tshirts 99 Store
154	Very High Quality Store
155	VOHOO Store
156	WADEJAY Store
157	WEN Official Store
158	WESTCREEK TEES Store
159	WESTCREEK TOPS Store
160	WishShape Graphic Store
161	WishShape TeeZone Store
162	WishShape WTee Store
163	WOHOSAM Store
164	woman clothes Store
165	WomenClothes Store
166	Women's wardrobe AA Store
167	Wonder House Store
168	woshitiancai Store
169	WSJM clothes Store
170	WY apparel Store
171	XBNLKJ Factory Store
172	XI YOU couture Store
173	Xiaoyu Boutique Apparel Store
174	xinyimanman Store
175	xixikids Store
176	XMonsterHouse Store

177	XT05 Store
178	XU printed adult hoodies Store
179	XXDai Store
180	XXXXXX Toy Store
181	Yaojiu Backpack Store
182	Ye socks Store
183	YE3100 Store
184	yellowpodshat Store
185	Ye's Store
186	YI at frist sight Store
187	yi yi dress-3 Store
188	yifudianpu Store
189	YIJAYI Store
190	YILANG Store
191	Yiwu Weiduo E-Commerce Firm
192	Yourj Jie's Store
193	ypodsbaseball Store
194	ypods-custom Store
195	YQ888 Store
196	YSH Art Store
197	Ysq House Store
198	ytopstees Store
199	yuanou Store
200	Yuduobao Toy Store
201	yut Store
202	yu-tshirt Store
203	YYDS- Store
204	YYLETS Dropshipping Store
205	ZAIZAI SHAGUAI Store
206	Zawaland Anime Apparel Store
207	ZBB toy Store
208	zeng5015874 Store
209	zentaibodysuit Store
210	ZGQUAN12345678 Store
211	Zhang Xiansen sweater shop Store
212	zhongge 2 Store
213	ZhuZi Costume Store
214	zjsport Store
215	ZKH.10 Store
216	ZKH.4 Store
217	ZKH.7 Store
218	ZMQY Global Store
219	ZSIIBO L-Gdragon Store
220	Cheer Hoodie
221	fandatai-tshirt

222	LIDUS
223	Loving Family
224	LYKKK02
225	saike-10
226	t-shirt2
227	Victorion
228	Viva Boutique
229	xu iphonecase