

**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-01361

Judge Virginia M. Kendall

Magistrate Judge Jeffrey Cole

Emergency Judge Robert M. Dow Jr.

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 March 28, 2022, [17] (“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, 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 eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), ContextLogic Inc. d/b/a Wish.com ("WISH"), Amazon Payments, Inc. ("Amazon"), Alipay US, Inc. and its related companies and affiliates ("Alipay"), Alibaba Group Holding Limited and its related companies and affiliates ("Alibaba"), and Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT,

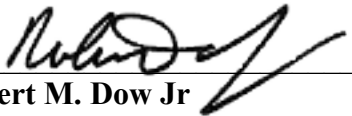
DHLINK and DHPAY (“DHgate”) shall, within five (5) business days after receipt of such notice, provide to GWC expedited discovery, limited to copies of documents and records in such person’s or entity’s possession or control sufficient to determine:

- 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, Amazon, Alipay, Alibaba, and DHgate 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 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.

6. Any Third Party Providers, including eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHgate, 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.
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 Complaint, this Order, and other relevant documents on a website or 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 "1314520lidan and all other Defendants identified in the 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 [17] 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.

SO ORDERED:



Robert M. Dow Jr
United States District Judge

Dated: 4/22/2022

Schedule A

No.	Defendants
1	1314520lidan
2	arunabuyitnow
3	ashcknight
4	bestsellermain
5	cosplay888
6	eshop-777
7	gaoxing9158
8	hilariusukija0
9	lahiryasa-0
10	luckystore 18
11	ly0408523
12	mata 2103
13	peshalidistribution_online
14	sampra 73
15	veevan.vision
16	wasaadhi26
17	zhtan-76
18	2021 3D Print Factory
19	Agatha Valenti
20	Angels love on earth
21	Ann Schmidt
22	ceRubyaAvHb
23	chengyongdong24678
24	Cory Ross
25	cudexizheng
26	cuiyizixiao0919
27	Diane Laws43
28	fsaa
29	gaosiyang Store
30	Hajjanto
31	huihui dian zi
32	Jason Duffey
33	Jiangtao Sotre
34	kaowe
35	Kratos Store
36	lianngjianwenuuh
37	lihua772288
38	linmeiqing6019
39	lisiyu3596
40	lizhao667
41	Milaha
42	nian fashion store
43	Qoakbzhshsksmsjsbx
44	RoryCharlottedPsN
45	Sandy Brown's Hit Solo

46	shalilnhay
47	sotestxandy
48	sunwenshan121
49	Tauro fine
50	terri knop
51	Tina. Webb
52	underlined
53	VBJHCGfty
54	W wenlan001
55	wangajing21633
56	wangdalong1999
57	wanghaiyu1234
58	wanghongchun3370
59	wangjiaxin12323
60	wanglei7775
61	wanglina26691
62	wangshuling1
63	wangsiqi00564
64	wangyingming6621
65	wanmaiidi
66	Weicaishan552
67	weihongbin7890
68	weixiaofangxi
69	wenyi fashion
70	wfh44
71	William Boyden34
72	wuhuangqiu
73	wushenghong fashion
74	WUTAOMEI
75	wuxiaofei2517
76	wuyiru Store
77	wuyuexia
78	ChengDug
79	cumbamongkin
80	FLOTVE
81	HANGZHOUKEXIU
82	LIUHUIRONG
83	LIYINGLIN
84	Ni Wenjun
85	qianlilinba8
86	Sawenshangmao99
87	WANGJUNSHENG
88	Wasoie
89	xiaomaus
90	xiguanbahd
91	Yijiaheng Trading Co Ltd
92	YiXing anime
93	YYDSK
94	zhangleishangmao

95	ZYSMY
96	许秀兰工艺品
97	98 Anime Store
98	AwesomeCoser Store
99	Best Toy Store
100	CC-C New World Store
101	Day Sunshine Co., Ltd
102	FirstMask Store
103	Hai Apparel Store
104	hevey tees Store
105	Manda Trading Company Store
106	mone Store
107	S~Yi Cos Store
108	Shop1970901 Store
109	Shop217756 Store
110	Shop3996009 Store
111	Shop5023222 Store
112	Shop5264031 Store
113	Shop5414034 Store
114	Shop5597358 Store
115	Shop5634082 Store
116	Shop5796979 Store
117	Shop5842166 Store
118	Shop5876336 Store
119	Shop5880602 Store
120	Shop5886562 Store
121	shop65489156756 Store
122	shop68387324 Store
123	Shop8466015603 Store
124	Shop900245288 Store
125	Shop910365368 Store
126	Shop910442297 Store
127	Shop910545202 Store
128	Shop910769015 Store
129	Shop910875004 Store
130	Shop910891003 Store
131	Shop910898025 Store
132	Shop911018019 Store
133	Shop911027024 Store
134	Shop911228127 Store
135	Shop911340149 Store
136	Shop911390048 Store
137	Shop911507013 Store
138	Shop911567447 Store
139	Shop911677009 Store
140	Shop911761646 Store
141	Shop911869001 Store
142	Shop911971266 Store

143	Shop912624023 Store
144	Shop912624232 Store
145	Shop912624233 Store
146	Shop912624308 Store
147	Shop912624483 Store
148	Shop912624855 Store
149	Shop912625133 Store
150	Shop912625624 Store
151	Shop912625700 Store
152	Shop912625928 Store
153	Shop912626085 Store
154	Shop912626210 Store
155	Shop912626504 Store
156	Shop912626560 Store
157	Shop912627056 Store
158	Shop912627166 Store
159	Shop912627373 Store
160	SinKove Store
161	smart shoppingmall
162	Smlz cos Store
163	Squid Game- Store
164	stars Plush toy Store
165	starting point toy Store
166	Stormpike Peripherals Store
167	Street Friday Store
168	Streetwear Research Store
169	Streetwear Spot Factory Outlet Store
170	StunningGirl Store
171	Sunkist Toy Store
172	SUREHOME Store
173	tao xiao ya Store
174	THE SSENTIALS Official Store
175	The White Rose Store
176	TongLing New Painting Store
177	Toy Storys Store
178	Trade business
179	Treasured Tee Graphic Store
180	Trendy factory direct sales Store
181	T-shirt 9900023 Store
182	T-Shirt High Quality333 Store
183	tshirt-y Store
184	tty332 Store
185	TuMube Store
186	Twins Shield Store
187	UNIGOGO Store
188	Vaenlamode Store
189	VagaryTees Official Store
190	Versonse Store
191	VIPFASHION Store

192	VL Store
193	wabl Store
194	Wait Here For You Store
195	Walson Anime Store
196	WANN0 Store
197	aokley Store
198	arandhbuyre Store
199	bailixi01 Store
200	beautifulmana Store
201	blondhair Store
202	buygatemagdh Store
203	catherine001 Store
204	childlike03 Store
205	chuanyamaoye Store
206	connie1111 Store
207	dafu01 Store
208	dafu03 Store
209	Davidsmenswearshop01
210	dhgatewbuy Store
211	eichabuydher Store
212	feicuiyang0145 Store
213	fidget8 Store
214	Happy668899store Store
215	hmnike5 Store
216	hope11 Store
217	huoyanshan3755 Store
218	iaohbuydhgate Store
219	make08 Store
220	maternalinfant88 Store
221	meat3package Store
222	meimeinihao Store
223	mengqiqi01 Store
224	mengyang02 Store
225	misihan01 Store
226	musuo01 Store
227	musuo03 Store
228	musuo04 Store
229	pianiststasd Store
230	polongshun Store
231	qiaomaidou01 Store
232	Shinyshoesa Store
233	shinyshop Store
234	theviolin Store
235	xidhgates Store
236	yaxunfuzhou Store
237	yogurtbox Store
238	yumenghao2021 Store
239	Beijing Qingyi Culture Development Co., Ltd.
240	Foshan Xing Xin Toy Co., Ltd.

241	Fuzhou Weiai E-Commerce Ltd.
242	Guangzhou Nansha District Feikaida Trading Co., Ltd.
243	Guangzhou Tongchen Electronic Commerce Co., Ltd.
244	Hangzhou Nuova Fashion Co., Ltd.
245	Ningbo Migu Culture Media Co., Ltd.
246	Shantou Yueqili Technology Co., Ltd.
247	Shenzhen Mixier Trade Co., Ltd.
248	Suzhou Shengbei Electronic Technology Co., Ltd.
249	Yiwu Jiansheng Trading Co., Ltd.
250	Yiwu Menglin Toys Co., Ltd.