

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TOHO CO., LTD.,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 22-cv-01597

Judge John J. Tharp, Jr.

Magistrate Judge Beth W. Jantz

PRELIMINARY INJUNCTION ORDER

Plaintiff TOHO CO., LTD. (“TOHO”) 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”). After reviewing the Motion and the accompanying record, this Court GRANTS TOHO’s Motion in part as follows.

This Court finds TOHO has provided notice to Defendants in accordance with the Temporary Restraining Order entered March 30, 2022, ECF No. 15 (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that TOHO has provided a basis to conclude that Defendants have sold products using infringing and counterfeit versions of TOHO’s federally registered trademarks (the “GODZILLA 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 TOHO's previously granted Motion for Entry of a TRO establishes that TOHO has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that TOHO will suffer irreparable harm if the injunction is not granted.

Specifically, TOHO has proved a *prima facie* case of trademark infringement because (1) the GODZILLA 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 GODZILLA Trademarks, and (3) Defendants' use of the GODZILLA Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with TOHO. Furthermore, Defendants' continued and unauthorized use of the GODZILLA Trademarks irreparably harms TOHO through diminished goodwill and brand confidence, damage to TOHO's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, TOHO 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 GODZILLA 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 TOHO

product or not authorized by TOHO to be sold in connection with the GODZILLA Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine TOHO product or any other product produced by TOHO, that is not TOHO's or not produced under the authorization, control, or supervision of TOHO and approved by TOHO for sale under the GODZILLA Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of TOHO, or are sponsored by, approved by, or otherwise connected with TOHO; 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 TOHO, nor authorized by TOHO to be sold or offered for sale, and which bear any of TOHO's trademarks, including the GODZILLA 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 TOHO's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to TOHO 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 and Defendants' financial accounts, including Defendants' sales and listing history; 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, PayPal, Inc. ("PayPal"), Alipay, Wish.com, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon TOHO'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 GODZILLA Trademarks.

5. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, 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 Koji Ueda, 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. TOHO 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 Koji Ueda 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 "cateringideas 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 (ECF No. 2), Exhibit 2 to the Declaration of Koji Ueda (ECF No. 12), and the TRO (ECF No. 15) 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 \$208,000.00 bond posted by TOHO 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 "John J. Tharp, Jr.", written over a horizontal line.

John J. Tharp, Jr.
United States District Judge

Date: April 22, 2022

Schedule A

No.	Defendants
1	cateringideas
2	kagerty888
3	kai88998
4	keshani-online-shopping
5	lovenostalie
6	lusianseti 0
7	megweac
8	migua243
9	mwbwduzhi5917_1
10	newgameus
11	newone1688
12	nicecloth99
13	one-fish-store777777
14	optics valley2019
15	oshakavishk0
16	panda1592018
17	pardang
18	pech3712
19	prasetysetiawa-0
20	puzzle.mania
21	qiangge789
22	rat-lightning
23	ruiang888
24	sc store999
25	shopper.wave
26	shoppingbust-7
27	springwind888
28	starwish258
29	stream orient22
30	sulai113
31	sunnyman2k15
32	toy_cardseller
33	toys hub12
34	toysvio9
35	tradepo990deal
36	twinshell-world
37	undercontrol2014
38	vahostore
39	vanard8
40	varuniu
41	veevan.bags
42	vena6678 8
43	verrudiant-0
44	vfgrtewc
45	waitmore
46	wangnime

47	wangqingmy2
48	wecolors
49	weijiatrades
50	wellwong1991
51	wh-cover
52	wiin 31
53	worldbuyshop
54	worlerds-0
55	wu201722
56	wuwuqiu123
57	wwj2016
58	wxf22a
59	wy19910506 8
60	xiach 3990
61	xiangxihai02
62	xiaojun.shop
63	xileicheng176
64	xine-x686
65	xingye87
66	xupeiclothz
67	xxcc2021
68	ya 983571
69	yan316884
70	yantdibudto 7
71	yihongchen8866
72	yinjiwan
73	yitai-fashion
74	yituomaoyi2019
75	yq672275qy
76	yqw520tsy
77	yudsomal-0
78	yuki6373
79	yumanugroh 0
80	yunk706s
81	zafand 0
82	zb-xiyuanfengyangmy
83	zengzeng204
84	zh3039
85	zlo4so
86	zuoqing2017
87	baixuehan0184
88	baseqigui
89	burchett13marvin7743
90	cambriose
91	Carol Ross34
92	deaverstexmpkty
93	gzfhxsxjrys
94	huangqiu fashion
95	huyipingping

96	iau2ia
97	jwltrade
98	kailinsewang
99	KangkaoshaohYj
100	Karissa skidmore
101	kekeshipin
102	Kelly Snow
103	Kexiangying
104	koi
105	Koiufwh
106	kongxue fashion
107	ksasm
108	kuhlmanrandall0
109	kwntlhikzacwqqva
110	kysyshufang
111	Lauraahhj
112	ledgen
113	leileiwudi
114	leiyuea
115	leroy edwards
116	Lesoi
117	Lg Petif
118	libo0634
119	lidas
120	lightshin
121	liguoming1213
122	lilong fashion
123	liming fashion
124	LiPing19
125	maccc
126	chengduqichunmeishangmaoyouxiangongsi
127	Dragon Sword
128	henanquzhenshangmaoyouxiangongsi
129	heng long xing fu wu
130	hongruilvhejinmenchuang
131	Hopove
132	Hou Bei Renjiu Laundry, Houma City
133	huyuxian
134	iTianHe
135	JACKJOM
136	JUNWL
137	JUSCOSTUMEANDMORE
138	king monster
139	Kirigaya Jeffery
140	KMIIMET
141	kuanchengqushangsanmaodian
142	Little Pig
143	LookerBuy
144	Love loli

145	luoyangshuhaimuyeyouxiangongsi
146	MAHOLI
147	meijiaoshengwukeyi
148	meizhoushimeijiangqudadishaoladian
149	Meroy Fowler
150	Moslad Klosy
151	muchengfangzhi
152	nbvkyi
153	ningcunmaoyi
154	nonoyeyearthome
155	OMYLOVE
156	OPDSKS
157	PennyStone
158	perfecone
159	PYPYSDRIY
160	Qager
161	Qidong County Hongyao Electronic Commerce Co., Ltd
162	QINGYU-NIANSTORE
163	Qiqizhug
164	QJ-JIA
165	WolfJoshuboy
166	Esihou Store
167	HBYY Blocks Store
168	Hots Phone Accessories Store
169	IN-joy PLAYing Store
170	KOKO Design Store
171	KylieJenner Store
172	libin Store
173	Twitch Store
174	XuBaby Store
175	Yangzhou Mova Toys Trade Co., Ltd.
176	Yiwu Jiyun Apparel Co., Ltd.
177	Zaozhuang Happy Bear Crafts Co., Ltd.
178	Gotobuytshirt
179	htb360
180	layorstore
181	linkstore
182	linnan0004
183	wu2010
184	z toys
185	zhifouni
186	zhinvstar
187	zhunin
188	zhuoyigeng0330
189	zhuoyixiong
190	ziron
191	zouhengahaha
192	zoystore
193	ztf988988

194	zty006
195	zty007
196	Zym1122