

**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.

No. 22-cv-00336

Judge John F. Kness

**PRELIMINARY INJUNCTION ORDER**

Plaintiff TOHO CO. LTD. (“TOHO” or “Plaintiff”) 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 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 14, 2022, [16], (“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, TOHO 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 TOHO's federally registered trademarks which are protected by U.S. Trademark Registration Nos. 4,183,291; 2,360,489; 2,211,328; 1,858,403; 2,134,696; 1,161,858; 1,163,122; 6,172,295; and 5,093,240 (the "GODZILLA Trademarks") to residents of Illinois. In this case, TOHO 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 GODZILLA 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 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, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff 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 TOHO'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., Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related AliExpress or Alibaba entities (collectively, "Alipay"), (collectively, the "Third Party Providers"), shall, within ten (10) business 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 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, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon TOHO's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4 shall within ten (10) 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 GODZILLA Trademarks.

6. Any Third Party Providers, including Alipay, shall, within ten (10) 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 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.
7. 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/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 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 "Fiddlesticks Store and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and/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 Koji Ueda [12], and the TRO [16] 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 (\$10,000) 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 in No. 22-cv-00336.

  
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JOHN F. KNESS  
United States District Judge

Dated: April 15, 2022

**Schedule A**

<b>No.</b>	<b>Defendants</b>
1	Fiddlesticks Store
2	Handsome Children's Shop Store
3	Hangzhou Yuanji Gift Co., Ltd.
4	HANSAM Store
5	Haoding Store
6	HOVIMASI SuperPoster Store
7	Interesting emm Store
8	Jayce Store
9	Jay-z store
10	JayZZ Store
11	jie ke Store
12	JOCESTYLE Toy Global Direct Store
13	JorYor Store
14	Karthus Store
15	KatyushaTOY Store
16	KidTops Store
17	KuKu Boys Store
18	Le Papillon's Secret Store
19	Lecca Baby Store
20	LORRY 's STORE
21	LUPSONA Official Store
22	LX HOME STYLE STORE
23	Magical little baby Store
24	MAN SHUN Store
25	mandayang Store
26	MANNAN Store
27	Martha Baby Store
28	MC 005 Kids Store
29	Men's and women's short sleeves Store
30	Men's T-shirt opened Store
31	Mi duo Fuuny Store
32	MI YA 999 Store
33	Miay's Kids Room Store
34	MiCanvas Painting Store
35	Minele Minifigure Dropshipping Store
36	Ming Ming Children's Store Store
37	Miraculous Store
38	Mirical Kids Toy Store
39	miling 666 Store
40	Moe Cerf Children's Store
41	Moe Cerf Hi Baby Store
42	Molutian Official Store
43	Mommy Yu children's T-shirt Store
44	mone children Store
45	mone Store
46	MorningBaby Store



47	Moviecostume Store
48	Mr. Lonely Store
49	Mr. Trend Store
50	Mr.MayLan 3DApparel Store
51	Mtime poster Store
52	mtwo Store
53	mu ma Store
54	Mutian Store
55	My children's shop Store
56	My China Store
57	my future Store
58	My model Store
59	MySkye Store
60	NANSHA 3D Sporting Store
61	NDFSOU AIBE Store
62	Net668 Store
63	New colorful house Store
64	NEWFASHION007 Store
65	Nian lalala Store
66	Nine beautify Store
67	Ningbo Haoxuan Crafts Co., Ltd.
68	No.1FreeStyle Store
69	Noveltys&Specials Use Store
70	NSMW MI Store
71	Online Store 508712
72	onseme dropship Store
73	Oranges stars Store
74	Oranges Wall Signs Store
75	Our wardrobe Store
76	Palamera Store
77	PANPOKI Oficial Store
78	PDYGYD Store
79	Pelly piggy Store
80	Piggy without tail Store
81	Playful Toy Store Store
82	PLstar Cosmos Oficial Store
83	Pobpop Store
84	Pokemons Oficial Store
85	Pop it oficial Store
86	QianZiFushi Store
87	QIM Oficial Store
88	Qrxiaer Company Store
89	QZHIHE Franchise Store
90	Rachel Baby Kids Store
91	Redemption Store
92	Rekylin Trend Store
93	Reluctant to give up Store
94	ReneRusso Store
95	Renkang Store

96	RIBOW Toy Whosale and Retail Store Store
97	Role jugar Store
98	R-One International Co.,Ltd
99	Roronoa metal craft shops
100	Ryoma metal crafts DreamWorks
101	Sambol Store
102	San-Lei tees Store
103	SDE3 Store
104	Seven-Plus Store
105	Shang hai Rose Store
106	Shanghai Xiyuan Imp. & Exp. Co., Ltd.
107	Shen Store
108	SHIXUAN Store
109	shmieg1533847114pdvb Store
110	Shop Heyday Store
111	Shop1472051 Store
112	Shop1666139 Store
113	Shop1893168 Store
114	Shop1961423 Store
115	Shop2343166 Store
116	Shop2810076 Store
117	Shop3190020 Store
118	Shop3253058 Store
119	Shop3388008 Store
120	Shop3520057 Store
121	Shop3721003 Store
122	Shop4214070 Store
123	Shop4377064 Store
124	Shop4421045 Store
125	Shop4425042 Store
126	Shop4471003 Store
127	Shop4648013 Store
128	Shop4653056 Store
129	Shop4655013 Store
130	Shop4713011 Store
131	Shop4920033 Store
132	Shop4921054 Store
133	Shop4928019 Store
134	Shop4986190 Store
135	Shop4997355 Store
136	Shop4ever Store
137	Shop5024085 Store
138	Shop5053091 Store
139	Shop5062446 Store
140	Shop5063150 Store
141	Shop5073449 Store
142	Shop5104062 Store
143	Shop5109008 Store
144	Shop5110056 Store

145	Shop5118067 Store
146	Shop5121026 Store
147	Shop5129005 Store
148	Shop5131085 Store
149	Shop5134001 Store
150	Shop5138108 Store
151	Shop5140077 Store
152	Shop5148006 Store
153	Shop5193009 Store
154	Shop5196017 Store
155	Shop5204012 Store
156	Shop5210001 Store
157	Shop5239164 Store
158	Shop5244288 Store
159	Shop5246150 Store
160	Shop5246180 Store
161	Shop5248087 Store
162	Shop5251249 Store
163	Shop5253230 Store
164	Shop5253264 Store
165	Shop5254038 Store
166	Shop5257079 Store
167	Shop5257215 Store
168	Shop5260113 Store
169	Shop5260232 Store
170	Shop5261208 Store
171	Shop5262089 Store
172	Shop5268012 Store
173	Shop5270010 Store
174	Shop5271020 Store
175	Shop5272001 Store
176	Shop5319001 Store
177	Shop5337004 Store
178	Shop5363244 Store
179	Shop5364041 Store
180	Shop5364117 Store
181	Shop5365157 Store
182	Shop5368035 Store
183	Shop5368233 Store
184	Shop5371140 Store
185	Shop5371151 Store
186	Shop5371180 Store
187	Shop5372125 Store
188	Shop5372170 Store
189	Shop5372207 Store
190	Shop5372251 Store
191	Shop5373064 Store
192	Shop5375158 Store
193	Shop5375206 Store

194	Shop5376138 Store
195	Shop5377110 Store
196	Shop5381136 Store
197	Shop5381138 Store
198	Shop5381153 Store
199	Shop5381224 Store
200	Shop5382170 Store
201	Shop5382211 Store
202	Shop5384097 Store
203	Shop5400077 Store
204	Shop5407015 Store
205	Shop5410017 Store
206	Shop5584071 Store
207	Shop5784003 Store
208	Shop5795444 Store
209	Shop5886346 Store
210	Shop825723 Store
211	Shop900247136 Store
212	Shop910326335 Store
213	Shop910368417 Store
214	Shop910442044 Store
215	Shop910648027 Store
216	Shop911042126 Store
217	Shop911056220 Store
218	Shop911134294 Store
219	Shop911263181 Store
220	Shop911524111 Store
221	Shop911602321 Store
222	Shop911729211 Store
223	Since July Store
224	Sion Store
225	Skeleton Cos Store
226	s-k-y121011 Store
227	sleeping momo 1222 Store
228	Sman Store
229	Soraka Store
230	STANCHION Official Store
231	Street Shop Store
232	SummerCos Store
233	SundayShop Store
234	superAhri Store
235	superAkali Store
236	superAlistar Store
237	superAmumu Store
238	superAshe Store
239	SUPZOOM Official Store
240	Swallow Costume Store
241	Syntecso Graphic Store
242	TAFREE Jewels Store

243	TAFREE Ociall Store
244	TAFREE Official Store
245	Taric Store
246	TEESHOW Store
247	TeeWorkshop Store
248	TGS TGSStickerHouse Store
249	That woman Store
250	The California