

**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.

No. 22-cv-00715

Judge John F. Kness

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 April 4, 2022, [16] (“TRO”), and Rule 65(a)(1) of the Federal Rules of Civil Procedure.

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; 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 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 Rule 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 Amazon Payments, Inc. ("Amazon"), Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY ("DHgate"), and PayPal, Inc ("PayPal") shall, within ten (10) 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, Amazon, PayPal, 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 4, 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 Amazon, PayPal, 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 “ahnym18069 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 [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 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 in No. 22-cv-00715.

Date: May 17, 2022



JOHN F. KNESS
United States District Judge

Schedule A

No.	Defendants
1	ahnym18069
2	AISION®
3	AKlamater
4	AliwuArt
5	Anime Costume Store
6	anyangmuzewangluokejiyouxiangongsi
7	benchengshangmaoyouxiangongsi
8	Bingxi-US
9	BMguoyanlin
10	BMliuhuihui
11	BMloupingping
12	BMlouyingjian
13	bmquanjichang
14	BMquanlulu
15	BMzhangliangfeng
16	Bonwuno
17	BouByong
18	Brand: Okazaki
19	BTSRPU US
20	CAISHENDAO
21	Cartbloomy Welcome
22	changchunanlundadianzishangmaoyouxiangongsi
23	cheng ai store
24	CHENLUKAI1
25	CHENONLY
26	CHICBUS
27	Chu yunxuan
28	Cocoper
29	Coskidz
30	Creat ur Goods
31	CSZXX
32	DanaJLedni
33	Dapengsuocheng
34	DBzhou
35	DLLBRZLL
36	emmiran
37	FANTASY
38	feixiandehongyunshuyouxiangongsi
39	FENGBO
40	Fengstore
41	FENGYEYING
42	FENGYING-SHOP

43	fengyunduodan
44	fenyixianrenxiudianzishangwuyouxiangongsi
45	forevercos18
46	FSshun store
47	fuzhouqiusuimaoyiyouxiangongsi
48	FYSHANSIQI
49	FZAIQI
50	G&N CO., LIMITED
51	GaryJLily
52	ghfhgf
53	GreenMemories
54	Guangzhou Yuexiu Yingmin Trading Co., Ltd
55	GuanYingJianCai
56	haijiashanghang
57	HAIQIABIN
58	Heesure
59	HEFEIZUIBIEHAODIANZISHANGWU
60	henangangmiaoshangmaoyouxiangongsi
61	HeNanGeDaShuShangMaoYouXianGongSi
62	Henanpakanajinchukoumaoyiyouxiangongsi
63	HKHRT
64	hongqiangwei
65	hongyusheng
66	HonRmon
67	hua yu zhi men
68	huangjiajun
69	HUYAFEI
70	HUYAXUNQI
71	huzhichao
72	IMPRESSWIT
73	JFuxuan
74	JianOuShiJuYaJiChengDiaoDingShangHang
75	jiu178chen
76	JOHOZO
77	juehsisupao
78	Jueupo Store
79	juxuanfuzhuangdian
80	KAIFYWU
81	KesziHon
82	KPop Merchandise
83	kuntabaihuodian
84	LCUFAA
85	LI SHUAI
86	lichengquhuaguofengbaihuodian
87	LinSaiLaShangMao

88	Little frog
89	lizhangdssd
90	LSEZHIWU
91	Lugenshangmao
92	luo hechikushangmaoyouxiangongsi
93	Luohetuoqijiaoyuzixunyouxiangongsi
94	luyuemeibeimei
95	Meaniny-US
96	MelonFun
97	Mengduole
98	Mister bear
99	Morishiro
100	Moyinggam
101	MRLSKJ
102	MUZEVANY
103	My team to the sun!!!
104	nezaprop
105	NILAX
106	ningmengNB
107	NOBLECOS2020
108	Npenobe
109	Nuoqi brand Store
110	Pattistore
111	pingyebaihuodian
112	Poetic Walk
113	putianshihanjiangquhuahualülü
114	qianheuk
115	QingDaoShanHaoYingYuanShangMaoYouXianGongSi
116	qingdaoyuanhuixinshangmaoyouxiangongsi
117	qingwangmaoyi
118	qitongbaihuodian
119	QKqk Toy
120	quanmengminshangmaoyouxiangongsi
121	Qublingbling
122	RongHuo
123	ruoxunshangmao
124	sea sea
125	Seaehey
126	SGQIANG
127	shanghailianwangluokejiyouxiangongsi
128	SHANGHUIYANG
129	ShiJiJingDian
130	ShopVN
131	shunbinfz
132	Solarichard

133	spnower
134	StephenBecerr
135	TaiCi-US
136	TANG2021
137	TianYi Hot Sale
138	UPS (15days Arrive)
139	US Meilihua
140	USruofan商店
141	WANHONGYUE MALL
142	WEIMISI
143	WJHYWDH
144	WOSHOW
145	WT-YIUO
146	wujun
147	xianyoufuminmaoyiyouxiangongsi
148	xianyouxianbangtouzhentanhefozhuchang
149	xiaoyue's shop
150	xinhongshou1
151	XinLuoQuCanYuLuBaiHuoDian
152	XinRuiF
153	xinsanyangna
154	Xintianyouchuanmei
155	xinyun furniture
156	xiongzhaomaoyius
157	XuanDeShangMaoYouXianGongSi
158	XWMTHGH
159	Ya-cos®
160	Yajie Commodity
161	YesCoser
162	yiwutuguangmaoyi
163	YMMRSK
164	youi
165	yuanpingshiqimeiriyongbaihuojingxiaobu
166	YueP-Shop
167	YueShen
168	YUFYWEI
169	YunChengShiYanHuQuBeiChengGeXueLiangRiYongPinDian
170	ZBLTB
171	ZENGYILIN
172	zhengjiaogongyipin
173	ZHENYUAN TECHNOLOGY INDUSTRY LIMITEDd
174	ZHOUFFYI
175	zhuweibuyishanghang
176	ZHUXIAOYI-STORE
177	ZhYan Poster

178	ziruiyongpindian
179	Zones Toy
180	zongxuanren1975
181	zsjdiy
182	ZSQMY
183	Zun Da Shop
184	ZYST-MALL
185	zzmfangzhipin
186	ZZPJ
187	东峤玛琳百货店
188	仙游县仙鼎创富商贸有限公司
189	仙游县思峰贸易有限公司
190	仙游县榜头镇聚画算佛珠店
191	仙游县鲤南强哥便利店
192	公佳贸易
193	原平市国伟杂货店
194	广州市白云区桦邓独电子商务有限责任公司
195	新邵县坪上镇澳澳百货店
196	昊天大帝
197	晨璐精品商店
198	木木阁
199	杨志欣123
200	林秋读
201	林贤
202	沈阳市于洪区小时光美甲美睫店
203	沈阳市铁西区莹莹潮牌品汇女装
204	济宁云汐电子商务有限公司
205	烟城贸易
206	秦汉新城阿捷百货商行
207	美美妮
208	翼城昌益生香网络销售有限公司
209	芜湖宽庭商贸有限公司
210	莆田市涵江区奕恺日用品店
211	菏泽市牡丹区新雨电子商务有限公司

212	达斯日用百货店
213	雷欧日用品
214	babypro
215	Bde luck
216	Bdetoys
217	Brand140
218	Brand141
219	cdcffbbbb
220	Collecting toysart
221	Dreamer1995
222	Gfgsvvvv
223	Jhhhhjt
224	Lajiaoyard
225	Lottery2010
226	q1416564970
227	Vddvdvds
228	yhyhyhyh
229	yyu business
230	zs142