

**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.

Civil Action No.: 1:22-cv-02424

Judge Robert M. Dow, Jr.

Magistrate Judge Young B. Kim

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 May 12, 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 Nos. [12][13], which include 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 Amazon Payments, Inc. ("Amazon"), Alipay US, Inc. and its related companies and affiliates ("Alipay"), and Alibaba Group Holding Limited and its related companies and affiliates ("Alibaba"), shall, within five (5) business days after receipt of such notice, provide to GWC expedited discovery, limited to copies of

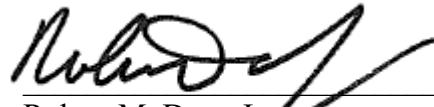
documents and records in such person's or entity's possession or control sufficient to determine:

- 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, Amazon, Alipay, and Alibaba, 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, Alipay, and Alibaba, 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 "1791's lady 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. Plaintiffs' Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Yasuhiro Kamimura [12][13], 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:

A handwritten signature in black ink, appearing to read "Robert M. Dow, Jr.", written over a horizontal line.

Robert M. Dow, Jr.
United States District Judge

Dated: June 8, 2022

Schedule A

No.	Defendants
1	1791's lady
2	aotekangjiaju
3	Archibald Design
4	BBoS-KAWS
5	BianZhiLin
6	bingluodianzi123
7	BY World
8	CBD--US
9	ChangsenCanvasArt
10	Chong Sheng
11	chuangtu
12	cjfstore
13	CustomArtpiao
14	duibaixia
15	DUOROUJUN
16	Exotic Pier shop
17	FCCAM
18	HefeiTanxian
19	hftdzswyxgs
20	HIEUNGUYEN8386STORE
21	hongchaoyundedian
22	Irelia's Grandpa
23	JAYYTEOS
24	jinfanmaoyi1122
25	jinkunwallart
26	junyashangmaoyouxiangongsi
27	keijg
28	liang11
29	Litads
30	liucaixia345
31	longmu
32	Lucky Hawthorn
33	Magic JK factory
34	Martin Xiuwen Shop
35	Michael Lees
36	MiNa shop
37	Modern art superhero canvas print store
38	Moeyu-US
39	NGDUCLINHVN
40	OUKANG

41	qianhaisilu
42	qiu shi
43	Satoshi D Trade
44	SFWXCOS
45	shenglibing11
46	shikekeshopping
47	ShuiGengUS
48	sunriseA
49	TANGFYDA
50	Taocaishangmao
51	Tapestry-store
52	US zhenjieshangdian
53	USYY-store
54	VEECOO LLC
55	wangbingyandezahuopu
56	wangliqiao
57	wuipqsd
58	xianyouxianlichengxiumeijiaqinroudian
59	xiaocaoriyongpin
60	xilishangmao
61	xinhaodiy
62	XZPZH-US
63	YingShenPengChangJianZhuCaiLiaoYouXianGongSi
64	yiren123
65	yueyangxianyaofanbaihuodianhgjf
66	YZZXZ
67	ZAOTAO
68	Zgeoran
69	ZhangTaoPoster
70	Zi-only
71	□ □ □ □ □ □ □
72	□ □ □ □ □ □ □ □
73	□ 门堂蓓画业
74	□ □ □ □ 疗商贸有限公司
75	□ □
76	□ □ □ □ □ □
77	□ □ 县仁兴镇星空音乐酒吧
78	□ □ □
79	齐志
80	12123 Store
81	418 Store
82	453181 Store
83	7+1 Life Store

84	911707110 Store
85	A365A Store
86	ABFISH Store
87	Angle Baby Store
88	Anime Custom Made Phone Case Store
89	Artwallpoates Store
90	BAOLIWEN Store
91	Canvas-Dropshipping Store
92	Child Gift Store
93	CI123 Store
94	COSJK Official Store
95	CosyUnion Store
96	D-YOU168 Store
97	da lao Store
98	Dating Store
99	Diffuse Store
100	ELIUMITZQX Store
101	Enjoy Funny World Store
102	factory Outlet-9 Store
103	FIYO Diamonds Painting Store
104	Fortune women Store
105	Friday Decoration Store
106	Funnyy Store
107	GiGy Playground Store
108	GLANCMEN Store
109	GOOGLY Store
110	Haappy Ending Stickers Store
111	HBWYM Dropshipping Store
112	HH129 Store
113	Japanese anime Hooded Store
114	jasper Store
115	Jmfaer Store
116	joogo Store
117	K-Kol Store
118	LALAHAPPY Store
119	Light year Store
120	LOOOL Store
121	Men Cloth Factory Store
122	MF GACHA TOY Store
123	Mishilove Store
124	moda veloce Official Store
125	NAKUPENDA WE WE Store
126	NaruCase Store
127	new cos party school Store

128	NewCoser Costume Store
129	OKMJS 777 Store
130	OKMJS 888 Store
131	Otakus mat Store
132	OUOOUO FIGURES Store
133	PIKA Unzip Store
134	Racing Suits Are Updated Daily Store
135	Retrochy Customized Designer Store
136	Rockme2134 Store
137	shirt market Store
138	Shop1100012125 Store
139	Shop1100016002 Store
140	Shop1100020098 Store
141	Shop1100084016 Store
142	Shop1100193130 Store
143	Shop1100199015 Store
144	Shop1100207027 Store
145	Shop1100213697 Store
146	Shop1100213993 Store
147	Shop1100217386 Store
148	Shop1100218732 Store
149	Shop1100221635 Store
150	Shop1100229279 Store
151	Shop1100289345 Store
152	Shop5207015 Store
153	Shop551568306 Store
154	Shop5607148 Store
155	Shop5781767 Store
156	Shop900238176 Store
157	Shop910359391 Store
158	Shop910448085 Store
159	Shop910450092 Store
160	Shop910560095 Store
161	Shop910725083 Store
162	Shop910850023 Store
163	Shop911109266 Store
164	Shop911124008 Store
165	Shop911127231 Store
166	Shop911558080 Store
167	Shop912313134 Store
168	Shop912626381 Store
169	Sticker world Store
170	T-shirt world Store
171	T-xialiannai Store

172	The Pop Ring Clan Store
173	Wall-Art Store
174	We are unique Store
175	We Believe Store
176	WeiiMode Store
177	WESTCREEK Official Store
178	wholesales Store
179	Wigs Shop Store
180	WindSleeve Store
181	Wishyou Factory Store
182	WM Dropshipping Store
183	Wonki Cos Store
184	WOWO U Official Store
185	wrtyh Store
186	XCJLW Store
187	XHL Store
188	Xiansen 1018 Store
189	xiao li Store
190	Xiaoyu plush toy Store
191	Xiaoyu2 Boutique Apparel Store
192	xiazongavengers Store
193	xiazongmarvel Store
194	Ximodian Store
195	xixihaha toy Store
196	XXX Hoodies Store
197	Y-a-f-s Store
198	Ya Ya toy Store
199	YAMIJI Store
200	yang guo Store
201	yanzi@03 Store
202	Yaou Store
203	Yi Fan Costumes Store
204	YIDI Global Store
205	YINCHUAN Dropshipping Store
206	Yinghang Store
207	ymsmyxgs Store
208	YORIC Store
209	You defined Store
210	Your Lovey Store
211	Your toy shop Store
212	ypcustom Store
213	Yuenior Official Store
214	YUYI TOY Store
215	Z Boutique Store

216	Z H toy Store
217	Z Yan Cos Store
218	zakona 2bikini Store
219	Zayaema Store
220	Zentai Factory Store
221	ZHFun Store
222	zhi gao Store
223	Zhuang Zhuang's Store
224	ZhuZunZhe Store
225	ZNN plush toy Store
226	Zororong No Store
227	ZSIIBO Eason girl Store
228	ZUOZUOHUO Store
229	ZZ cos Store
230	^(oo)^ Store
231	^_^ Store
232	Changzhou Changlin International Trading Co., Ltd.
233	Chengdu Zhongwei Technology Co., Ltd.
234	Foshan City Nanhai District Yufanxuan E Commerce Service Department
235	Foshan Longqiangtai Technology Co., Ltd.
236	Huizhou Junhui Electronic Commerce Co., Ltd.
237	Jinhua Darren Trading Co., Ltd.
238	Quanzhou Yoho Yoho Trading Co., Ltd.
239	Wuxi Tianshi Import And Export Co., Ltd.
240	Yiwu SinGi Toys Co., Ltd.
241	Yiwu Yunbu Import And Export Co., Ltd.