

**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-02755

Judge Manish S. Shah

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 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 “Defendant Internet Stores”). 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 Sealed Temporary Restraining Order entered June 7, 2022, [16] (“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. *See* Docket No. [12].

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, 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 shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.

3. 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' Defendant Internet Stores, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), ContextLogic Inc. d/b/a Wish.com ("WISH"), and Alipay US, Inc. and its related companies and affiliates ("Alipay") (collectively, the "Third Party Providers") shall, within seven (7) calendar 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, 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 Defendant Internet Stores and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Defendant Internet Stores; and
 - c. any financial accounts owned or controlled by Defendants, including their officers, agents, 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, and Alipay or other

merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. Upon GWC's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, 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 NEON GENESIS EVANGELION Trademarks.
5. Any Third Party Providers, including eBay, PayPal, WISH, and Alipay 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 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.
6. 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 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 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 "3_43444 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.

7. Plaintiffs’ Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Yasuhiro Kamimura [12], and the TRO [16] 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 Fifty Thousand Dollar (\$50,000) 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:



Manish S. Shah
United States District Judge

Dated: July 1, 2022

Schedule A

No.	Defendants
1	3 43444
2	6cn1801
3	7hk4909
4	aaagoldsmith
5	andinrahmawat 0
6	angelababy0
7	animeshop666
8	babyface*goodjob
9	bratark 0
10	bravecat
11	carlia8477
12	celestiallynnfong0
13	chai320
14	chibistickery
15	chinese girl5223
16	comxi91
17	cos-mikasa
18	cosjasse
19	cossky1990
20	crazyneko-911
21	dahai355
22	danna0522
23	dda8865
24	diehard diecast
25	dmsymng
26	egooband
27	eleven1127
28	ernestsupply
29	faithtoptalk
30	fengguan17
31	fishinginwater
32	forever13148
33	freevivienne
34	fuzaiibaba
35	gedeqire-0
36	globaltoy
37	goshmancikho 3
38	gotocoplay
39	handmu 0
40	happyjanerow
41	Hellogg
42	home store1987
43	ivystore2014
44	jaclian-53
45	jccs2014
46	jerryli1981

47	jianghushen0
48	kikianime
49	kpone24144
50	laisupra0
51	lanyangyang010
52	loveacgcosplay
53	Lvlindis
54	lzyzizi transformer
55	misse0116
56	mmingtang
57	mutou88826
58	nizafahrez 0
59	noahbusiness
60	onetops168
61	pinkpig710
62	pizhuzhposter
63	puzzle.mania
64	quality csastore
65	rdte2718
66	shih89
67	signgroup
68	siscotech
69	suntodayseeds2018
70	superb shirt
71	tomasocostume
72	tomsun998
73	trthon1
74	vtpho 75
75	wenzi966
76	winwinhu
77	wuwuqiu123
78	xhz18898
79	xinhuiwuyou543jmy
80	xnci3810
81	xyzmall-china
82	yanyan1215
83	yanyi 52
84	yeti-daisy
85	yigutrade
86	yollamulyani
87	yumeng2000anime
88	zhaoanan122
89	zhou193
90	zuohongwei1974
91	2016superstore
92	chancetaker
93	daserwd fashion store
94	Day First
95	DW MC

96	EST-MALL
97	Faremer Hugur
98	fengshopping
99	god is a girl hui
100	Good friend trade
101	guomingzhang Friday
102	Hanjianrong55
103	Hong Kong DaYuLong International Trade Co., Limited
104	Huanxiang
105	huwen fashion
106	jinjianer fashion
107	lanxiu fashion
108	LimPrice
109	liuxianming fashion
110	Niceshow Trade
111	nijijik fashion store
112	shenshaobo fashion
113	Sincerity yue
114	sunruoxi222
115	xingwei shopping
116	xulinspurestore
117	yanghuanxia22368
118	yuwu haoran store
119	zhanghongfen fashion
120	zhaokaikai
121	Apes Da da da Store
122	Audemars Store
123	BlackToys Store
124	bubu k14 Store
125	Cavalaria Store
126	Chinese factory direct sales Store
127	Coole shop Store
128	ETNN clothes Store
129	FENGCHU Store
130	Gamers Mousepad Store
131	HMXRBY boutique store Store
132	Injiaer Store
133	JKLPOLQ Store
134	JMCC Global Store
135	JUN JUN STORE Store
136	KeDouWuLian Store
137	luhimo Store
138	MaoY Decor Store
139	Mr. Devion Store
140	Over 25102 Store
141	QiQiXia Costume Store
142	Quality cotton TEES333 Store
143	RAL Gamer Store
144	Shop1100141282 Store

145	Shop1100174313 Store
146	Shop1100220113 Store
147	Shop1100370049 Store
148	Shop2963021 Store
149	Shop5598088 Store
150	Shop5880550 Store
151	Shop910458068 Store
152	Shop910547070 Store
153	Shop910569322 Store
154	Shop911028059 Store
155	Shop911194237 Store
156	Shop912333195 Store
157	SmileMom Store
158	SW Factory No.3 Store
159	tshirtshopp Franchised Store
160	Tsukimori Store
161	VivaBoutique Store
162	webster Store
163	WYFC Store
164	Yingtian Yuedian Store
165	YQHnanzhuangdian Store
166	YUNIBOBO Store
167	ZHANG TAO Store
168	Zororong No8 Store Store