

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

LEGENDARY PICTURES FUNDING, LLC,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-03223

Judge Mary M. Rowland

Magistrate Judge Young B. Kim

PRELIMINARY INJUNCTION ORDER

Plaintiff Legendary Pictures Funding, LLC. (“Legendary” 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 “Defendant Internet Stores”). After reviewing the Motion and the accompanying record, this Court GRANTS Legendary’s Motion as follows.

This Court finds Legendary has provided notice to Defendants in accordance with the Temporary Restraining Order entered June 23, 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, Legendary 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 offered to sell products using infringing and counterfeit versions of Legendary's trademark (the "Godzilla vs. Kong Trademark") and Legendary's registered copyright, which is protected by U.S Copyright Registration No. PA 0002283131 (the "Godzilla vs. Kong Work") to residents of Illinois. In this case, Legendary 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 and infringing versions of the Godzilla vs. Kong Trademark and Godzilla vs. Kong Work. *See* [13], 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 versions of the Godzilla vs. Kong Trademark and the Godzilla vs. Kong Work.

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 Legendary's previously granted Motion for Entry of a TRO establishes that Legendary has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Legendary will suffer irreparable harm if the injunction is not granted.

Specifically, Legendary has proved a *prima facie* case of trademark and copyright infringement because (1) the Godzilla vs. Kong Trademark and Godzilla vs. Kong Work are distinctive and the Godzilla vs. Kong Work is registered with the U.S. Copyright Office, (2) Defendants are not licensed or authorized to use the Godzilla vs. Kong Trademark and Godzilla

vs. Kong Work, and (3) Defendants' use of the Godzilla vs. Kong Trademark and Godzilla vs. Kong Work is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Legendary. Furthermore, Defendants' continued and unauthorized use of the Godzilla vs. Kong Trademark and Godzilla vs. Kong Work irreparably harms Legendary through diminished goodwill and brand confidence, damage to Legendary's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Legendary 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 Godzilla vs. Kong Trademark and Godzilla vs. Kong Work 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 Legendary product or not authorized by Legendary to be sold in connection with the Godzilla vs. Kong Trademark and Godzilla vs. Kong Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Legendary product or any other product produced by Legendary, that is not Legendary's or not produced under the authorization, control, or supervision of Legendary and approved by Legendary for sale under the Godzilla vs. Kong Trademark and Godzilla vs. Kong Work;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Legendary, or are sponsored by, approved by, or otherwise connected with Legendary; 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 Legendary, nor authorized by Legendary to be sold or offered for sale, and which bear any of Legendary's trademarks or copyrights, including the Godzilla vs. Kong Trademark and Godzilla vs. Kong Work, 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 Internet 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 paragraph 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 Legendary'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 Amazon Payments, Inc. ("Amazon") (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to Legendary 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, Amazon or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon Legendary'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 Godzilla vs. Kong Trademark and Godzilla vs. Kong Work.

6. Any Third Party Providers, including Amazon, 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 Kristina Holliman, 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. Legendary 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 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 Kristina Holliman 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 "0P3WI4EU2C 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 Kristina Holliman [13], 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 Legendary shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:



Mary M. Rowland
United States District Judge

Dated: July 21, 2022

Schedule A

No.	Defendants
1	0P3WI4EU2C
2	79 Market
3	A.Melissa
4	Aasske
5	Adreasin
6	adsd2222
7	AFSDHFJ
8	AiErWeiKeWen
9	AIFOOD
10	aiyijiashangmao
11	AKEANU
12	AKindDecor
13	AKUN 7-15 Days Arrival
14	Aleaty
15	ALINHAI
16	Alma C Sexton
17	amumuxunic
18	ANACELLSHOP
19	Ananmong
20	Andrea Kaquatosh
21	Andrea R Perry
22	ANECH
23	AnHuiPinRuiJianZhuLaoWuYouXianGongSi
24	AnHuiShengQinZhongShangMaoYouXianGongSi
25	AnimeStrom
26	Annnhyo
27	Anoyla
28	AntonioWilliams
29	Antony Mica
30	ANUSHYA DUSHYANTHI DEVENDRA hha
31	ANVTY
32	Anyfei
33	APRILTF
34	Arknights
35	Arthurham
36	ArtMaoLiMing
37	Artwork stop
38	Attrapeur
39	Avery K Gammons
40	awakingwaves
41	baigouxinchengrichaofuzhuangdian
42	baigouxinchengxichuifuzhuangdian

43	BaiHuoShi
44	BAILEME
45	BaiQuanXianYiYiGuTuShuShangHanger
46	baiyingyou
47	Bandanasusa
48	BAOHONGLINWENJU
49	BBwarKING
50	BCHHH
51	Be YRSF
52	Beida home
53	BeiJingSaErFaHongShangMaoYouXianGongSi
54	beijingtaihanghejinzhipeinyouxiangongsi
55	Beiyong Supermarket, Yuhong District, Shenyang City
56	Benunit
57	Beyge
58	bhdfghjdfghfdg
59	bingjianghuaquan
60	bionogk
61	BIWGDSBYN0
62	Black Valley Clothing Store
63	Blair Embry
64	blmmbz
65	BNZK-YB
66	BOLANKI WALL DECOR
67	boyidianzishangmao
68	BriaMarwe
69	bribase
70	Brienna007
71	Bristleback
72	bsbsai
73	BuckLester
74	Buwandy
75	BYBY4
76	BY-CAN
77	BYZSJYJZ
78	C.S.B.A
79	CAHPWD
80	CaiFaXianXiaoZheKuZuiTong
81	cailingdianzikeji
82	caizhuang666
83	CangZhouGaoXinQuYuanLongXieXing
84	Cao Liang 123
85	caoyutou
86	Carry Kim
87	Cartoon Power

88	Cartoon-D0004
89	Carvianty
90	CaSpuld
91	CGXRSTORE
92	ChangZhiShiJiaoQuZhenXingJiuFang
93	changzhou qianxue
94	ChaoYangQuRongHuaBaiHuoDian
95	CHARLES WEBSTER
96	CHDDH
97	Chen Congmin
98	chen shuxiaDFGH
99	chen siminSRTSE
100	CHENDA ART
101	chendeyu43032023
102	cheng dou shou qing qi shang mao bu
103	chengdouyufu
104	chengdubengxiyinshangmaoyouxiangongsi
105	chengdukaibiaoxuanshangmaoyouxiangongsi
106	chengduqinliaodianzishangwuyouxiangongsi
107	ChengDuZhenFuShangMao
108	chengfengzhenpinfeng
109	chenghuaouyongyuesuoyejingyingbu
110	chengqingdedian
111	chengxiangquxialinshiguanguoxiemaodian
112	chengxiangquxialinshilinlifuzhuangdian
113	chengxiangquxialintangyanhongfuzhuangdian
114	chengyi store
115	chengyuanjianzhulaowuyouxiangongsi
116	ChengZhishop
117	CHENJUNOO
118	Chenling666
119	CHENQIxiaodian
120	CHENYPING
121	chenzhenghaidiyigedian
122	chenzhiweihuihua
123	ChikaMika
124	chipingxianliangfu mingshuijiaoguan
125	chixiaoshangwu
126	Chongjian Information Technology
127	chongqingdouyidouxinxijishuyouxiangongsi
128	ChongYangXianHuaBaBaiHuoDian
129	Chu Luan
130	Chuangxin Trading
131	chunsemanyuanmaoyi
132	cling

133	ClothingDivisi
134	Coert
135	Colorful Sunlight
136	Coronav
137	CountyXunyun
138	Cranekey
139	Crazy Godzilla
140	Crystal Vossa
141	Custom Alive
142	CXDori
143	Cyliyuanye
144	Cynthia E Dunkin
145	CZH-CC
146	DACHOUB
147	dadongxxx
148	Dali Yafei Network Technology Co., Ltd
149	Damonen
150	DANIEL MIDDLETON
151	Danini
152	DaQingShiZhuangYanZhuangShiSheJiYouXiangongsi
153	DarFissryl
154	dasd54da
155	DAVISCUISE SHOP
156	dawashangmao
157	DAWES MICROFAC
158	DAYANDZ
159	Dayuzhishui
160	DebhRemans
161	Deva Kootan
162	dghjhgmnb
163	DHGMS DYTRF SRNXDCF
164	Dhomeco
165	dianwen
166	DIMICA
167	Dkfful
168	Dojonkl
169	DonCVRGN
170	DonFengKeJi
171	DONGGLAI
172	dongguanshikaiqindianzishangwuyouxiangongsi
173	dongguanshiliangchaotiyuyongpinyouxiangongsi
174	dongguanshisanchengdianziyouxiangongsi
175	dongjianping123
176	dongshanxianxibuzhenmoranfushidian
177	dongyingqufuruitongmengwanjudian

178	DongYingQuTaiGuangGuangGaoJingYingBu1
179	dongzhuo HOSP
180	DOOLANFO
181	dsfhysretwetg
182	Dsgbsr
183	Duane Store
184	DuanHongWeiShangMaoBaiHuo
185	Dufu Sports shop
186	DUHJIN
187	DYLAN HUSSAIN
188	Dyoung CYAN
189	DYUFF
190	DZSING
191	EASTLUCKY
192	elf eva store
193	Ellen Austina
194	ELLIE BROOKES
195	EMA CC
196	Emofifi
197	Enginy
198	Enshield
199	enshishimeiguangyongshangmaoyouxiangongsi
200	Eqdrx
201	er5tdrgujr6yik
202	EREESen
203	Eterity Pogio
204	Eternal Loves
205	Eternal noble
206	Eudolah Apparel Co., Ltd
207	ewfgefteqfr
208	Facaia
209	FaMou
210	fandao
211	FANFAN WALL ART
212	fangchengxiannongbaonongzibu
213	FANGJIECM
214	fanyanguojimaoyiyouxiangongsi
215	Fashion cat
216	Fashionable streetwear
217	FatOrangeShop
218	Fcailcen
219	Fcunero US
220	FDYPA
221	fei sheep sheep
222	feichengshiyunyunriyongpinbaihuochaoshi

223	FENGLANQ
224	fengouhuayi
225	FengYuAni
226	ffjnfjdsnfdsnf
227	FFPSK
228	fgdheghgedh
229	fhaiyang
230	Find My Way
231	Fingerprint Home
232	fjdsvd
233	FLINAY
234	Flower and fruit culture and art
235	Fly Word
236	For Everything Everyone
237	For the future 1
238	FoShanShiNanHaiQuLiWanChenBaiHuoDian
239	FPTQDW
240	FRTH
241	fugenhuazhuangpin
242	Fujian Tiansheng Food Trading Co., Ltd.
243	fukungongyipindian
244	Fulihua decorative wall painting
245	FUN POSTER
246	fuzhoujunyanmaoyiyouxiangongsi