

**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.

Case No. 1:22-cv-03227

Judge Martha M. Pacold

Magistrate Judge Jeffrey T. Gilbert

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 the online marketplace accounts identified in Schedule A (the “Defendant Internet Stores”). After reviewing the Motion and the accompanying record, this Court GRANTS TOHO’s Motion as follows.

This Court finds TOHO has provided notice to Defendants in accordance with the Temporary Restraining Order entered June 24, 2022, [17] (“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 and do 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, 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 shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. 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 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 Amazon Payments, Inc. ("Amazon") (collectively, the "Third Party Providers"), shall, within seven (7) calendar 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, 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 Amazon, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon TOHO's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, 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 GODZILLA Trademarks.
5. Any Third Party Providers, including eBay, PayPal, WISH, and Amazon, 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 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.

6. 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 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 “8730815 and all other Defendants identified in the Complaint” that shall apply to all Defendants. The combination of providing notice via electronic publication and 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. TOHO’s Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Koji Ueda [12], and the TRO [17] 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 Ten Thousand Dollars (\$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.

Date: July 28, 2022

/s/ Martha M. Pacold
United States District Judge

Schedule A

No.	Defendants
1	8730815
2	2019_2020
3	2sky_store
4	7-now
5	akpra21
6	alex_genuine
7	amgate88
8	amshop-6
9	anha_781084
10	ap2020us
11	asanka96
12	beautnetic
13	best.seller0
14	best_choice_store98
15	best_hot_dealss
16	best_mart3
17	best--dealss
18	biliesha
19	buying_time5
20	chamath_1996
21	chen_165315
22	classic-store1
23	daily_wish_20
24	dilishhapangam_0
25	directmart_store21
26	dulasanj-0
27	elsa_seb
28	eranganeel
29	fancygrant
30	future_toys-0
31	gayashandeals
32	hhjc-1
34	isjay-99
35	island_cey
36	jianchu-15
37	kusaaluv-0
38	lakpl_4310

39	lamah7453
40	lim_728364
41	madhsu-0
43	mks_marketing
44	nusam_75
45	one2one_97
46	parakramrusith_0
47	pererastores-900
48	perfect_choice_mart
49	priypatab_0
50	proceylon_market
52	rachelqualityproducts
53	rangiri_store
54	ran-smart-store
55	sashika_stores-0
56	shez_17
57	sinhagiri-suppliers
58	smart_shopping_store_12
59	somr-tawe
60	sshosh_4
61	starline-store
62	stsyli53
63	supun_3005
64	susmano17
66	the-amazing-store
67	thushara_96
68	tipei-40
69	todayshop03
70	trafficz
71	ultra_seller_635
72	vinaonlin-70
73	voyoxinternational95
74	waasuu
75	wasanthastore16
76	wizard_world
77	wqf909
78	xieji73-27
79	xizhimaoyiyouxiangongsi
80	yj2020ap

81	yjun2018
83	yuju-44
84	yunwa2929
85	3d men clothing
86	Billy Keith
87	cosiok
88	Dhcgfgfhfhvhvhfjhvbv
89	Jiangyu00586
90	jiangzhiming8519
91	kangzhan2
92	Kesmister
93	lijiaojaodain
94	LiuGuoqiang1988510
95	Odisaghh
96	pudukenliu
97	SidereadingjG
98	TeeshirtPod
99	Tonyxiang Bags
100	wangguowei66209
101	wufush
102	YIJIN55
103	zhaoyongle77917
104	zhouzhiqiang886
105	A hawthorn
106	A peony
107	AG Dreamy
108	AIJIE
109	AINIJIA
110	Altair-US
111	Alverton
112	amaznam
113	Ambatney
114	auroraX
115	Bemonst
116	bono store
117	BOSEN TECH
118	BURNING PENDULUM
119	cactus
120	Camping Fun-us

121	cc Yasuo
122	chezaihang
123	CHIVIN INTERNATIONAL
124	Clkana
125	COMFET
126	COOPEA
127	dawuxianyunhaoshangmaozhongxin
129	Dihengshi
130	dongpoqususubaihuodian
131	dongzus
132	DuJuanHuaYuan
133	Earthcare
135	fanggengenqiangshiguahua
136	Fashion Square2000
137	FMEFDFS
138	foutou
139	Fu Wen
140	Gabyz'r
141	ganchenghuamaoyishanghang
142	goalBY
143	Golden Mirror
144	GTNB-JP
145	guangzhoushiwanqidonglikejiyouxiangongsi
146	GUIXIRIZA US
147	HanRose
148	Haovoa
149	haowulai
150	Happy will
151	hongfengnengyuan
152	HONGHE123
153	Huairan Canbiao Internet Sales Co Ltd
154	Hualedi
155	jdfjidfw
156	jiafeishangmao
157	JIEruiha
158	jihuichuanmei
159	JiNanHaiYunBanGongYongPinYouXianGongSi
160	jiningshenlanguanggaowenhuachuanmeiyouxiangongsi
161	JJNZZADY
162	Julia J Owens

163	juntaowanju
164	JYX Electronics US
165	JZGG
166	KASIOEM JSEIBAS
168	KUliYsl-eX
169	kunda-trad
170	KXSIHVA
171	LANEQU
172	LEIBAOSHANGMAO
173	LEYGREN
174	lhdesign
175	Lingzhenyu
176	linlin-Home
177	LISTENERS
178	Little dolphin Commodity
179	LIWEISHI HOT SALE SHOP
180	Lucoo
181	lvliangshilishiqucaoyanhongbianlidian
182	Lyikea
183	Marvel Lady
184	meet varitystore
185	MIENIRUI
186	MILAISHIJI
187	MingWen
188	minjax
189	MonteCarloCoCo
190	moyemaoyiyunnanyouxiangongsi
191	Premium department store
192	QDASZZ
194	Qi Caoye
195	ShireBrighterr
196	SHIYUHUDONG
197	SSTY-US
198	TJKSDFVV
199	TuoPuShangMao
200	Vellys
201	WAFXSBQI
202	xianyouxianlichengxiumeijiaqinroudian
203	xiaonibaihuo
205	Yamix
206	YangYangRiYongBaiHuo

207	Yarloo
208	ZHANGYUELAN
209	zhongxunyalin
210	亮知云商
211	亳州市赋柔商贸
212	原平市suting百货店
213	原平市亢俊伟百货店
214	李应梅
215	裕领艺术
216	阳江市江城区铭昌艺理发店