

**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-03334

**Judge Virginia M. Kendall**

**Magistrate Judge Gabriel A. Fuentes**

**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 “Defendant Internet Stores”). After reviewing the Motion and the accompanying record, this Court GRANTS GWC’s Motion in part as follows.

This Court finds GWC has provided notice to Defendants in accordance with the Temporary Restraining Order entered July 6, 2022, [18] (“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, 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 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 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 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 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. 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 Amazon Payments, inc. ("Amazon") (collectively, the "Third Party Providers"), 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:

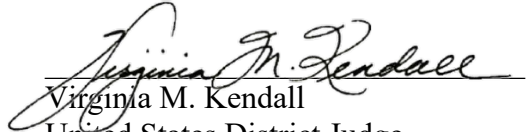
- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
  - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the 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, 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, 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 GWC's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, 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.
5. Any Third Party Providers, including eBay, PayPal, WISH, and 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 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 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 "affasantos\_0 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 [18] 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 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:

  
Virginia M. Kendall  
United States District Judge

Dated: 7/20/2022

**Schedule A**

| <b>No.</b> | <b>Defendants</b>    |
|------------|----------------------|
| 1          | affasantos_0         |
| 2          | argsurandr-0         |
| 3          | bebygirl8899         |
| 4          | chuag220s            |
| 5          | d-1096               |
| 6          | emilybestgk          |
| 7          | hartonsety-0         |
| 8          | hmyg518              |
| 9          | kjde1688             |
| 10         | lolitaggl68          |
| 11         | manyresinkits        |
| 12         | minfeng-001          |
| 13         | moonlight stickers   |
| 14         | mr.brian2009         |
| 15         | originalplay         |
| 16         | papa_bike            |
| 17         | prakoon_0            |
| 18         | rast 2020            |
| 19         | rs-storehouse        |
| 20         | sekikun              |
| 21         | siboenmotor          |
| 22         | simonchip            |
| 23         | sundan112005         |
| 24         | tom-id2015           |
| 25         | toyfigureman         |
| 26         | wiitoy_2008          |
| 27         | ziyoushangmao        |
| 28         | Abby Townsend        |
| 29         | anli fashion         |
| 30         | ANNIJS11             |
| 31         | baodana              |
| 32         | baogui trade         |
| 33         | chenlihai fashion    |
| 34         | chnggujkj shopping   |
| 35         | Elizabethzt          |
| 36         | fanfen meng          |
| 37         | Fowlerhua Shoes      |
| 38         | hongmei fashion      |
| 39         | I love my home store |
| 40         | jialiang fashion     |
| 41         | jianminstore         |
| 42         | kdornguihru          |

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| 43 | keanqequ3i2b            |
| 44 | liangxing fashion       |
| 45 | liming1134              |
| 46 | liminhao fashion        |
| 47 | liyouju                 |
| 48 | luoshibiao              |
| 49 | MansfieldZacharyshop9   |
| 50 | mijian store            |
| 51 | Paula Lee               |
| 52 | STophatker              |
| 53 | sundayshoppingfunny     |
| 54 | THANKSCC                |
| 55 | tinger fashion          |
| 56 | Trigger next week       |
| 57 | wangpankel4466          |
| 58 | WDRDIEV                 |
| 59 | wurenhuanhui            |
| 60 | yanghaihur              |
| 61 | yangqilin               |
| 62 | yoyo wedding            |
| 63 | yule fashion            |
| 64 | AhdgQkoyvor             |
| 65 | AllenJch                |
| 66 | Andy Garrett            |
| 67 | Anime Ovos              |
| 68 | Ashley Sandoval         |
| 69 | baoshengzhu             |
| 70 | Becketown               |
| 71 | BINHBE STORE            |
| 72 | Black tea canvas poster |
| 73 | chenglian               |
| 74 | COHEN LEIYANI           |
| 75 | cosplay swords          |
| 76 | cua hang gia dung       |
| 77 | cute monkey             |
| 78 | demons store            |
| 79 | DODIXX                  |
| 80 | DOMADONO                |
| 81 | DTHNB Store             |
| 82 | Duykhuongkam            |
| 83 | eiqef                   |
| 84 | Eucliwood               |
| 85 | FGREGRT7GFJTYKUK        |
| 86 | Free dock               |
| 87 | Geyashilan Art Shop     |

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| 88  | guoshijin                                  |
| 89  | gygnus                                     |
| 90  | hai kou yan bu tang ke ji you xian gong si |
| 91  | Hanlong                                    |
| 92  | haolishangmaoyouxiangongsi                 |
| 93  | haonuobaodan                               |
| 94  | hbxnwyhsmyxgs                              |
| 95  | HUCKTTO                                    |
| 96  | Hugo Nunez                                 |
| 97  | HuiFirstPoster                             |
| 98  | HuynhPhathehehe                            |
| 99  | JiangYouYou                                |
| 100 | jieyangkonggangquzhaoguangdengshidian      |
| 101 | JoJoy Store                                |
| 102 | jsdryp                                     |
| 103 | jubeishangmao                              |
| 104 | Kattyoont                                  |
| 105 | KIEU A PHUONG SHOP                         |
| 106 | Kingdom Tee                                |
| 107 | kunmingjingedianzishangwuyouxiangongsi     |
| 108 | LIEBIRD Rubber Products Factory            |
| 109 | linshiyin                                  |
| 110 | LTDNB Store                                |
| 111 | lvhuijiededian                             |
| 112 | MAI KIMTAN HD                              |
| 113 | Mall Real                                  |
| 114 | Marrol                                     |
| 115 | MEIAOMaoe                                  |
| 116 | mengyangdejia                              |
| 117 | Migois poster                              |
| 118 | mingunshangm                               |
| 119 | NBNQT STORE                                |
| 120 | NEWBLACK6868                               |
| 121 | NHUNGVU8386STORE                           |
| 122 | nickole shop                               |
| 123 | nuopengwangluo                             |
| 124 | okanhyeu                                   |
| 125 | POASESTHIOP                                |
| 126 | PorscheE5                                  |
| 127 | qingqingriyongpindian                      |
| 128 | quanzhoushiwuzhangguimaoyiyouxiangongsi    |
| 129 | sansan333                                  |
| 130 | SenYuan                                    |
| 131 | sfwefgw                                    |
| 132 | Silvia Penaloza                            |

|     |   |
|-----|---|
| 133 | Sofm  |
| 134 | Sức khỏe là vàng                            |
| 135 | Tea painting canvas poster                  |
| 136 | TengZhoushiChengXiangMaoYiYouXianGongSi     |
| 137 | THUNU.STORE                                 |
| 138 | THUONGPHAM8386STORE                         |
| 139 | Tianqiaoqujinxiaomeibaihuodian              |
| 140 | tieuthigiangtoe                             |
| 141 | TRANGVIT34                                  |
| 142 | TubeArt International                       |
| 143 | Value mart                                  |
| 144 | VVKT Store                                  |
| 145 | wanxiaomei001                               |
| 146 | waterlowrie                                 |
| 147 | WHDFODS2PKSJDKS                             |
| 148 | WSHFD                                       |
| 149 | wxzniasngm0025wrfwgaw                       |
| 150 | XiangHuiYuKeJi                              |
| 151 | xianyouxianlinanguoweijiefuzhuangjingyingbu |
| 152 | xiaowanzi Lcc                               |
| 153 | xinxinyuang                                 |
| 154 | xucaiyundezahuopu                           |
| 155 | xunshi us                                   |
| 156 | YkLXyh                                      |
| 157 | You Are The Only One                        |
| 158 | Yuruanmao-Co                                |
| 159 | zhao ruihuan                                |
| 160 | zhengzhiming                                |
| 161 | zhengzhougangsuwangluokejiyouxiangongsi     |
| 162 | zhujianlindedian                            |
| 163 | ZONAZA                                      |
| 164 | zxmdedian                                   |
| 165 | 亳州市伦丛百货有限公司                                 |
| 166 | 成都汾屏巨科技有限公司                                 |
| 167 | 河南瑞驹驹网络科技有限公司                               |
| 168 | 洛阳迪蕾商贸                                      |

