

**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. 1:22-cv-03337

Judge Gary Feinerman

Magistrate Judge Jeffrey T. Gilbert

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 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 July 7, 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, 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 sold products using infringing versions of Legendary's federally registered copyright, which is covered by U.S. Copyright Registration No. PA 2-283-131, (the "Godzilla vs. Kong Work") and trademark (the "Godzilla vs. Kong Trademark") 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 infringing versions of the Godzilla vs. Kong Work and/or Godzilla vs. Kong Trademark. *See* Docket No. [13], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its unauthorized goods to customers in Illinois bearing infringing versions of the Godzilla vs. Kong Work and/or Godzilla vs. Kong Trademark.

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 copyright and trademark infringement because (1) the Godzilla vs. Kong Trademark and Godzilla vs. Kong Work are distinctive and 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 or 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, infringing 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 Work;
 - 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, infringing 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.
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 Defendant Internet Stores, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon") (collectively, the "Third Party

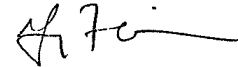
Providers”), shall, within five (5) business days after receipt of such notice, provide to Legendary expedited discovery, limited to copies of documents and records in such person’s or entity’s possession or control sufficient to determine:

- 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 Pay, 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 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 "Linjiale Department Store, Weibin District, Baoji City 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. Legendary's Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Kristina Holliman [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 Dollars (\$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:



Gary Feinerman
United States District Judge

Dated: 7/21/2022

Schedule A

No.	Defendants
1	Linjiale Department Store, Weibin District, Baoji City
2	linlizhu2021
3	Lisa Bart
4	Lisa Milly
5	lishengshangmaogongsi
6	LittleTigerzzz
7	LIUCUIXIAN
8	Liugq1
9	liuzhengming325
10	liuzhongqu-shop
11	Livemoreyou
12	LIZHIMENGs
13	lkjkyg
14	Loncin Electric
15	long2018
16	Longer Road
17	longhaishilongkangqiyanjingyouxiangongsi
18	Louise Shawn
19	LOUTAN
20	Love loli
21	Lovelylee
22	LOXFWVJ
23	LSXNEWTEC
24	luchengdong shop
25	Lucky man
26	LuckyDay820
27	Luhong Art
28	luoan
29	luyaokaiww
30	Lvliang City, Lishi District, fish decoration, daily necessities, luggage and leather goods store
31	lvliangshilishiquxiaojingwujinrizadian
32	Lweike
33	LxqArt
34	LXS-BB
35	LYX-STOP
36	LZPOSTERSHOP
37	Lzwdma
38	Madacus
39	Mageeujuj
40	Magic Puzzles
41	MAICICO

42	Maidun
43	MaizhewanArt
44	Manladaback
45	Manli2021
46	MAO-FZ
47	MaoMingMaoNanQuBaoJiCanYinDian
48	Marcellus Robs
49	MariaSLynn
50	Mark Clothing Store
51	Mary A Perez
52	Mary Wilsan
53	Mary-SHOP
54	Mashaji
55	Matterb
56	MAZHIGUOPU
57	MediatekD
58	MEDONX
59	Meet Is Store
60	meigansheng
61	MEILILINN
62	MeiTianYongShouJiFenXiangKaFei
63	menghuidatang
64	MENGLONE
65	Michael J Ivie
66	Michael Lees
67	MichaelVWhiteS
68	MichaelWare
69	Michelleshan
70	Micist
71	Miller-Shop
72	Mimioou
73	mingri
74	misschenzhenmei
75	Mitong
76	MLTT012
77	MM Art Shop
78	Modern Treze
79	MOji
80	Monster Dinosaur Store
81	Montanaer
82	MOPFE
83	MOSHI INC
84	Movie Theme Store
85	Must-see
86	Mzshubao

87	Nahoo Trade
88	naiten
89	nanjingkangzepeihufuwu
90	nanjingzhiqinbandaotiyouxiangongsi
91	naoyanghongbokejiyouxia
92	Nar Da Chi
93	Nation Football Store
94	Nauoam
95	NEW MASTER INDUSTRIAL LIMITED
96	NEWTXYY
97	ninshangmaoyouxiangongsi
98	NINYONG
99	njcykjyx
100	nMengTuJianZhuLaoWuYouXian
101	nonoyeyearthome
102	NYJC
103	OBSLHY
104	ODIKALO
105	OLD CYAN
106	One walnut kernel
107	ONEINE
108	oukaicaiyun
109	OuWaSai
110	Pateth
111	Patricia G Keeler
112	Patriciard
113	Peace CYAN
114	PeaceOOlove
115	Pearl Rong
116	peeledsilent
117	Peenygogo
118	PEIQIANG
119	Pengfeng Trading Company
120	pengxijunrongjixiezulinyouxiangongsi
121	Pengzhong
122	Penny Razze
123	PensBagss
124	PEPUXXIG store
125	Perang enterprise management
126	Perfect Article
127	Perspecive
128	petirmoso
129	Piccolmolls
130	Pikeny hawlie
131	pingdingshanshiyiyangxinnenyuankejiyouxiangongsi

132	pingdingshanxinlinshangmaoyouxiangongsi
133	pingyixiantuoxiangshangmaozhongxin
134	Pingyu County Shengfeng Waterproof Insulation Anti
135	Pinkdengsengds
136	Pinocchio without nose
137	PKHC
138	PONGKING
139	PONGONE
140	positionplase
141	Posterlq
142	POWER DESIGN CORPORATION LIMITED13
143	Pppurry
144	Precisg
145	prsizeea
146	punuoshangmao
147	Putian City Xincheng Jinfu Automobile Trading Co., Ltd.
148	putianhuayue
149	putianshibufeidianzishangwuyouxiangongsi
150	putianshilichengqubiquanfuzhuangdian
151	putianshilichengqumiaomiaoshipindian
152	putianshilichengquzhongjinhuanjinzhubaoxing
153	putianshishunyongmaoyiyouxiancompany
154	putianshixiuyuquhushijinuojiancaijingyingbu
155	putianshixiuyuquhushiliangyashengfuzhuangdian
156	putianshixuefengdianzishangwuyouxiangongsi
157	pwyanyucheng
158	PX DIY SHOP
159	qdddeeqq2
160	Qewakzir
161	QEXDC
162	qianhuajian
163	qiaotingya art
164	Qicheng Machinery Equipment CoLimited
165	qidashun
166	Qijiehuanjing
167	qingbaijiangjian tianhuabaihuojingyingbu
168	Qingce cultural communication
169	qingdaoyouzhongxinshangmaoyouxiangongsi
170	QingDaoZhangJuanJuanShangMaoYouXianGongSi
171	Qingmei Seller
172	qingpinglianjiaqijiandian
173	QINGYU-NIANSTORE
174	Qinhan New City Xu'an Department Store
175	QinHuangDaoCuiWeiWenHuaChuanBoYouXianGongSi
176	qinminsru Art Print

177	QINYAN
178	Qiuhe Clothing Co. LTD
179	qiulidianzi
180	Qlonglong
181	QLONTTY
182	quanqupenge
183	Quanyoujin Seasoning Food Store, Lanshan District,
184	quanzhoujuyanwangluokejiyouxiangongsi
185	QuanZhouShiRongXinXinXiKeJiYouXianGongSi
186	QUEENK
187	QYX1991
188	RadalGSchltz
189	Rebecca Havley
190	ReginaldKidder
191	Reiser-garrison
192	Renata Sonmerfield
193	rformanc
194	RICH GOLDEN LIMITED
195	Rirfeaef
196	Rnderson
197	Ronabi Investment Limited
198	rongmm
199	rongshengdian
200	Rosemary Home
201	RT art
202	Ruihong Security
203	runbaichuanxiamenshangmaoyouxiangongsi
204	RUOCAWS
205	ruqhklyp
206	RVFOVIV
207	Rxpoache US
208	RYB ARTS
209	SAASOLI
210	SAIKYONO Decor
211	Saint Area
212	salens
213	SanMenXiaShiShanZhouQuZhangWanXiangHuiBaiLeChaoShi
214	SANTA RONA Flagship store
215	sbfjksdhj
216	SDD-Shop
217	Sdfrtwr
218	sdfsdlfds
219	sdfwefwef
220	Secret Guest
221	SEENPXT

222	SENQI ART
223	Sensen Store
224	SFLCC
225	shandonglieyingjiaoyukejiyouxiangongsi
226	Shanghai Aizhen Clothing
227	shenghewangdian
228	Shenyang Yicheng Hotel Supplies
229	Shenzhen Hanyifang Clothing
230	shenzhenshisenlihong
231	shenzhenshiyihuaaixiezhulinyouxiangongsi
232	shenzhenxiangming