

**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-03344

Judge Charles R. Norgle, Sr.

Magistrate Judge Beth W. Jantz

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 28, 2022, [15] (“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 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 infringing versions of the Godzilla vs. Kong Trademark and Godzilla vs. Kong Work. *See* Docket No. [13], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its infringing goods to customers in Illinois bearing infringing versions of the Godzilla vs. Kong Trademark and 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, 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 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, 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 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 eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), and

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:

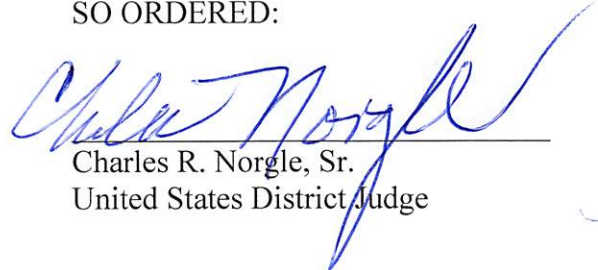
- a. the identities and locations of Defendants, their officers, agents, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants’ operations and all associated 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, eBay, PayPal, and 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 infringing goods using the Godzilla vs. Kong Trademark and Godzilla vs. Kong Work.

6. Any Third Party Providers, including eBay, PayPal, 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 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 "6cn1801 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 [15] 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:



Charles R. Norgle, Sr.
United States District Judge

Dated:

7/27/22

Schedule A

No.	Defendants
1	6cn1801
2	aibrand
3	babyface*goodjob
4	bagbok
5	bagpok
6	bakdimie
7	ceylonbesttea
8	chathushx15
9	chenchenqiqi2019
10	cnc_icecream
11	customdropshipping
12	dalobrie-1
13	danarbib
14	dwarvi-0
15	ebuy-travel
16	fandtheodore
17	fanshiyuanb-3
18	favoritezone
19	gogirl678
20	great_wall_2016
21	hellogg
22	highqposter
23	hu_459
24	ibuyonline2020
25	jayadiitumorang
26	kotgadi0
27	linwangz69
28	linwangzhicheng02
29	lukimansy_0
30	luluk567
31	lus2250
32	madur_chama
33	o_o-cat
34	pavdhana-0
35	ranggaddc
36	riotinglori
37	sangeethwickysl
38	sathiprate

39	shishuangcos_animeclothing
40	sinocenter
41	spacejunk35
42	splash-119
43	style-bag
44	sureshsl97
45	suzhou_73
46	suzhou_983
47	suzhou-426
48	teguadriansya0
49	theposterboy23
50	tingtinhuan1
51	toprase-0
52	unique_sellers_47
53	veevan.bags
54	veevan.dream
55	veevan.growth
56	veevan.lohas
57	veevan.vision
58	veevan-home
59	wahyprambud0
60	wu201766
61	wuwuqiu123
62	zhubiyun456
63	zhz2021
64	Abu Commercial
65	adfgswedsczxnds
66	ADGTJCDHEF
67	EGWSG
68	Everthing-tone
69	FABULOUL
70	fangchengart
71	FanXiuQiong
72	Film Fans
73	fjgswsp
74	fujianhaiyingqirunshangmaoyouxiangongsi
75	gbfv78
76	GD-fashion
77	GHJIOOM
78	GHY56TRIU34
79	God's choice

80	Gongfen trade shop
81	Guangzhou Gecheng Trading Company
82	guangzhoudaiwenfushiyouxiangongsi
83	guangzhouguodouyiyuanyouxiangongsi
84	guangzhoushiaruimaoyiyouxiangongsi
85	GuangZhouShiXiuMaoYiYouXianGo
86	guangzhoutianhequshanshangmaoyouxiangongsi
87	guiyuanquoubonimumen
88	GUOCEXIEYEd
89	gytyuuioi shops
90	H2 Studio Company Limited
91	haikouliqinbaoshangmaoyouxiangongsi
92	haikoulonghuahuamengbaihuodian
93	Hangzhou Youyang Electronic Commerce Co., Ltd.
94	Harukax
95	he nan fang ningjianzhulaowuyouxiangongsi
96	hefeishijingjijishukaifakengchaoshangmaojingyingbu
97	hefeiyuekuijianzhugongchengyouxiangongsi.
98	HHYMX
99	HMJYY
100	HONGSHANKEJI
101	huaibeishixiangshanqusuofawujindian
102	Huang Shuxiang
103	HuangChangjun Art
104	huangshiweiandianzishngongsidsadsadsa
105	huangtangyao
106	HuangYubin Art
107	Huluwei
108	HYDOI
109	ICPTIAN
110	Jeney Rong
111	JIANGZUG Store
112	JIAOBA
113	jiejieyujie
114	JJI Store
115	JINHONG_666
116	jipai0104
117	jiquanjingmijinshu
118	Joskean
119	Junxin shoes
120	Kaierqi Commercial Store, Beilin District, Xi'an

121	KDJWAC
122	Kristenfei
123	lin li er
124	Melanie Looper
125	MENGFANDian
126	MengNenquan
127	MESRU
128	mingkunY
129	MMJWA
130	Moussy Co.
131	Mr Lin wall decoration
132	Muzupro
133	nanjingtiansikejiyouxiangongsi
134	nanpingshijianyangqudapoyibaihuodian
135	NanPingShiJianYangQuLiWanLianBaiHuoDian
136	NIJISANJI
137	NIJONER
138	ninglingxianxinmanbaihuodian
139	NingXiangShiXinChenBaiHuoDian
140	NingXiangShiXingJiaBaiHuoDian
141	NIWTHR
142	NONGXIANGHUI
143	ODLope
144	OPQEFRA
145	PazzZhoo
146	peihuan huang
147	PENDEJATO-US
148	pengpengshang
149	Period bag city goods department store daily
150	Phyllisohnson
151	PKGGOOD
152	Pop Art Print Curtains
153	putianshichengxiangquwangyuanbaihuoshanghang
154	qiujianwei2020
155	Quack frog
156	QuHuJu
157	Robert J Hyatt
158	Ruihua_888
159	sdfiod
160	SDHO
161	shanxiquanzhimaoyiyouxiangongsi

162	shengdingzhao
163	shengyizongshiyeyouxiangongsi
164	Shenzhen Feidioli Clothing Co., Ltd
165	Shenzhen Lingling Home Clothing
166	Shenzhenshichengboshiyeyouxiangongsi
167	shenzhenshilangyiguanggaoyouxiangongsi
168	shiguangabaihuo
169	SHIJINYONG
170	shiyuebaihuo
171	ZHUIXU-KIISHOP
172	Zi Hang Ban Gong Jia Ju
173	ZJTGG Art
174	ZKSXDOI
175	zongjingmucai
176	zumengrentiyuwenhua
177	ZuoYeYuShuFengZhouMengChaiLiuNian
178	zx Space Art
179	ZZX0805
180	奉还
181	槐荫区雄起百货便利店
182	益阳市赫山区闪闪优品百货店
183	莆田市熙之恋电子商务有限公司
184	西舒箱包店