

**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-03341

Judge Sara L. Ellis

Magistrate Judge Young B. Kim

PRELIMINARY INJUNCTION ORDER

Plaintiff Legendary Pictures Funding, LLC (“Legendary”) 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 July 1, 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, 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 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 or 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 copyright and trademark 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 or Godzilla vs. Kong Work, and (3) Defendants' use of the Godzilla vs. Kong Trademark or 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, 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 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 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

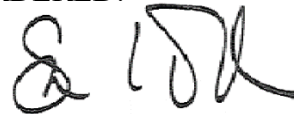
“Third Party Providers”), shall, within seven (7) calendar days after receipt of such notice, provide to Legendary expedited discovery, limited to copies of documents and records in such person’s or entity’s possession or control sufficient to determine:

- a. the identities and locations of Defendants, their officers, agents, 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, 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 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 infringing goods using the Godzilla vs. Kong Trademark and Godzilla vs. Kong Work.

6. Any Third Party Providers, including 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 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 and/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 "shijiguizuyingtongyongpin and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and/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 [18] 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:

A handwritten signature in black ink, appearing to read 'S. L. Ellis', written over a horizontal line.

Sara L. Ellis
United States District Judge

Dated: August 5, 2022

Schedule A

No.	Defendants
1	shijiguizuyingtongyongpin
2	shineizhuangxiucailiao
3	ShirtTm
4	shishishimengwanfuzhuangmaoyiyouxiangongsi
5	Shooky-D
6	Shorping Art
7	SHOW ART
8	shuduofan
9	Silver bullet
10	Skachers
11	SKLGTUJRDG154
12	Small tuan tuan shop
13	smallka
14	smileJ
15	SMTHMYXZZGG
16	SNFER
17	SOMINYI
18	songyang25
19	SOZAYIOO
20	sqxzwlkj
21	srtymykgyj
22	Sssssu
23	ssultier
24	Stylishope
25	su run shang mao
26	SUHEN DIY
27	suixianayueriyongbaihuodian
28	suixianzijiebaihuod
29	Suki Art Home
30	SungArt
31	suqiankundiefangchanyingxiaocehuayouxiangongsi
32	susufen
33	suyuquyoukeyetongshangmaobU
34	Suzaimsj
35	suzhoutamenjiajiajukejiyouxiangongsi
36	suzongdianzi
37	Sweetheart Home
38	SXFTMDZKJ
39	SXUELAN
40	SXXLIKECMM
41	Szfeikegsi
42	szsdysmr

43	SZSJKMI
44	Taixi Network Technology Company
45	Taiys
46	TaiYuanShiXiaoDianQuZhiQiangShiPinJingXiaoBu
47	TangTangArt
48	Tanxiae
49	Tealegrch
50	Tebjh
51	TERBASS
52	Teresa Market
53	tfgtryh
54	THDUWSG
55	The best traders
56	the shy ig
57	thelightofHuahong
58	Thi Thuong 2
59	tiandunjiancaikeyi
60	tianjinshisenyanjiaoyuzixunfuwuyouxianzerengongsi
61	tiankunyinxiangmaoyigongsi
62	Tianmen Grey Trading
63	tianshiabctech
64	Tianyanly
65	Timomo Go-Shop
66	TimRodri
67	TINPAN
68	TINSIE summer clothing
69	TKACOS UK
70	TLNPU
71	To Be Kind
72	To double
73	TOLATETO
74	tongxiheyoubeguoguguow
75	tongxintools
76	Tospoh8
77	ToyNO
78	treatmesying
79	Trendy United Shop
80	TSSAW
81	TSUBASA SIZWE
82	TY TOY
83	UAMCCIAIN
84	uhgrsod
85	UJINYOSON
86	US. is back
87	UULove

88	Vanessa Jonathan
89	VBSYBHSA1A
90	Vegetable Costumes
91	Venomancer
92	VIEWT
93	VIP1 Shopping
94	Vitis us
95	W&WATER
96	Wai Mei Hot Mom
97	wan chi jian zhu
98	WANG GUIYING
99	wang jianyang's
100	WangHaiYiHuoMaoYiYouXianGongSi
101	Wangjiang Ganyi Electronic Commerce
102	WangKuiXianShunYiDaRiYongBaiHuoShangDian
103	wangzudz
104	Warm BOY
105	Wayne C Large
106	webinpo
107	Wei Hanying
108	Wei Qing Rong 11
109	Weifanglaoniucanyinfuwuyouxiangongsi
110	Weifel network
111	Weightt
112	Welcome Xiya
113	Wendy Papsidero
114	WENGJIANXIONG
115	Wenling Bigfoot Rabbit Company
116	wenzhounuoqikejiyouxiangongsi
117	wenzhoushihuakexingzidonghuashebeiyouxiangongsi
118	westmao
119	WFCLDMCQ
120	Whalenor
121	WHMASK
122	WINCESS
123	WINNER FAME (HONG KONG) LIMITED
124	Wisnwski
125	WJQINQIN
126	Wliamwd
127	WPAN1986
128	wqchennan
129	wuliyinggongyipin
130	wuyishanshizhenfanxinbaihuodian
131	XAINBI
132	xcmdsmyxg

133	xcxjmyyxgs
134	xcylmyyx
135	XF Lighting Store
136	XGJ-STOPS
137	Xiamen Zenglai Technology Co. , Ltd.
138	xiamenshichenggutaishangmaoyouxiangongsi
139	xiamenshihaicangquiyiyuqiantongfuzhuangdian
140	xiamenshijimeiqulixianfanfuzhuangdian
141	xiamenyuejunwenhuachuanboyouxiangongsi
142	xiamkli
143	xiangchengxianweilaitongxundian
144	Xiangmi Bianzhou Snacks
145	xianshibe
146	xianshibeilinguanguyuanxiafuzhuangdian
147	xianshixinchengquhaofayangbaihuodian
148	xianyouxianlichengzhenglvchaoshi
149	xiaoqingshui
150	xiaoxiaodream
151	xiayixianaikeermuyingshenghuoguan
152	xin xin xiang yinghxx
153	Xingjiet
154	XingTangDongNiShangMaoZhongXin-Li ChaoBao
155	Xinluo district fly xu department store
156	xinqianmaoyi
157	XinShaoXianPingShangZhenLiangLiangBaiHuoDian
158	Xinxin77
159	XINYUECH
160	xiongdeidaba
161	xiongfandianzishangwu
162	Xiongge Canvas
163	xireshangmaoyouxiangongsi
164	xiuyanmanzuzizhixianyanshuruibaihuodianUS
165	xixianxinqufengdongxinchengtianjiabaihuodian
166	XIYU Trading
167	Xkhxkhkh
168	XSQLSMJZ
169	xuchangpurangshangmaoyouxiangongsi
170	xuchangtinglianmaoyi
171	xuguoshangmao
172	xurujun
173	Ya WO Li
174	Yam1
175	Yancie
176	yangruidianzikeji
177	YanJiaHui-TongChuanShiYaoZhouQuJiaHuiBaiHuoDian

178	YANWEIYE
179	YANXCHEN
180	Yao Ji Jiangdao Co., Ltd.
181	YaoStar
182	YICHANGIMPORT&EXPORTCO., LIMITED
183	YINGRIXU
184	yishunkeji
185	yitongmanzuzizhixianyitongzhenhuayunshaokaoxiaochi
186	Yiwu Chunyi E-commerce Firm
187	Yiwu Miaokui Electronic Commerce
188	Yiwu Qiaotian Electronic Commerce
189	Yiwu Runshang Clothing Co.,Ltd
190	yiwushifengxishipinyouxiangongsi
191	yixinai
192	YiYiArtinn
193	Yiyu Decoration Store
194	YJDINZEW
195	YNwin
196	yongdingqubixunqinbaihuo
197	yongdingqugeranyanbaihuodian
198	yongdingquxiufangshangbaihuodian
199	yongzhao
200	You can't think of
201	YouAreTheWorldOfApril
202	youxixianchunzhanwangluogongzuoshi
203	youxixiannuotengtongxinwuzhongxin
204	youyisheji
205	yuanxmujin
206	YUD Shop
207	yulinshiyuyangquhehaitaohuicaiguan
208	yunchengjingjijishukaifaquyanzhibaihuodian
209	yunnanbangkegongchengzaojiazixunyouxiangongsi
210	Yunqimosheyuan
211	YunShangFeiGu ShanDong HuLianWangKeJiJiTuanYouXian
212	yuqingbaodan
213	yuxiupingd
214	YvneDBrown
215	YXHHHE
216	Z.S.Y.
217	ZCQDS
218	zekun7-15days arrivals
219	zeq
220	ZGualgee
221	Zhangdian Shunqin Home Appliances Firm
222	zhangfeilongdedian

223	zhangxiaodandedian
224	Zhangxueping
225	zhangYeshiganzhouquhuamaomucaiijingyingbu
226	Zhangzhouhaoqijiandian
227	Zhantian Import and Export
228	zheng shu da shu ju ke ji
229	zheng zhou she ku shang mao you xian gong si
230	ZhengDingXianLaTouBaiHuoDian
231	zhenghuanghuihua
232	zhengwei125
233	Zhengzhenping
234	zhengzhiqiang520
235	zhengzhouchuangdingzhuangshigongchengyouxiancompany
236	zhenzhixunus
237	Zhongbohous Art
238	Zhongjincheng Art
239	zhoqqa1
240	zhoukouningtianshangmao
241	zhoulibaihuo
242	ZHPJING
243	Zhuanfeng
244	zhuangJIN
245	ZHUANLA
246	ZHUhaishidigengkejiyouxiangongsi