

**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.

No. 22-cv-03567

Judge Franklin U. Valderrama

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 using at least the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS TOHO’s Motion in part as follows.

This Court finds TOHO has provided notice to Defendants in accordance with the Temporary Restraining Order entered July 29, 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, 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 purchase products using counterfeit versions of the GODZILLA Trademarks. *See* Docket No.15, 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, 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 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 Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Amazon Payments, Inc. ("Amazon"), and ContextLogic Inc. d/b/a Wish.com ("WISH") (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, 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 Online Marketplaces and Defendants' financial

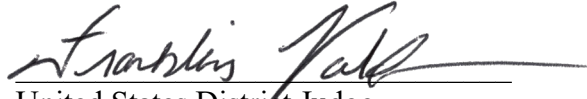
accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and

- 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, Amazon and WISH, 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, Amazon, and WISH, 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 “brucehonig_901 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. The Clerk of Court is directed to unseal: Plaintiff’s Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Koji Ueda [15], and the TRO [18].
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 (\$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.

Dated: September 1, 2022


United States District Judge
Franklin U. Valderrama

Schedule A

No.	Defendants
1	brucehonig 901
2	donaden 0
3	expert_eshop
4	hyuli8 48
5	liqueglobal
6	macowemartstore 98
7	rumara-store
8	samee 95 3
9	shalan 6922
10	teabma
11	tobu 32
12	2011719352
13	2017discount store
14	283DREJJ4
15	719DOUHUIHUI
16	A sunny little shop
17	A. L. Price
18	Adam Faerber54
19	AJKSDFgh
20	AKerlia
21	AleshaBG
22	Alibean
23	Almasian6523
24	alonzodwxq6njbq
25	Amandel
26	Amariah
27	amu816
28	Amvuwejka
29	Amxkxjkxknxznxjzknxcnzkz
30	ananzjj
31	AngelCity ai
32	Anime Paradise Store
33	Anime MyS
34	AnnabelleFredericailhAaF
35	ANTITOP
36	aposleoier
37	April Ridley
38	art 2017
39	artolagojfnl
40	asfafaf
41	aurhxzpcy
42	baiguohui52089
43	bailina2629
44	baizhenghua49184
45	bao yi bao

46	baojunguang Store
47	baopengfei75784
48	Barbara MacEachern
49	Barclays PLC
50	BartleyNathanxBsIa
51	BCNvT
52	BduC
53	Be Colorful Store
54	Bebrdener coats
55	Beginlorrain
56	benyanjie Store
57	Beodemi Clothes
58	BetsyGilesvEqXx
59	bezmrqzeen
60	BFrankl
61	binqingfutang
62	biquanming1043
63	bldybushop
64	bluesshape
65	Boom Fistird Moment
66	bosscosmetics
67	box119
68	boxing1
69	BronzeStore
70	Browse 25
71	BRUCE GUMM
72	bs19851214
73	bucklryw52ny
74	budijkdr0z
75	BuLuBuLuBlingBling
76	burguerazul
77	BURNING RAIN
78	BuyNice
79	Bzzap
80	caimingxuan123
81	callisteezziyai
82	Cambrinot
83	Candisebag
84	caochenggong Store
85	caoxu71025
86	Carolmgll
87	Carufammarket
88	Cassandrajj
89	Catshop.vicky
90	ccf3
91	Charlesparkle
92	chayouxian Store
93	Chen cheng jun shop
94	Chen Lin Hui

95	Chen Xiao Xiao 2019
96	chenfeiping
97	chenghuineng
98	chengningbo1457
99	chenguohui Store me
100	chengyuan28336
101	chenyang02614
102	chenyuxiu666
103	cheshuimalong
104	chj2
105	Citizenjacquely
106	ckilfcov
107	clouytyan
108	coco sweet home
109	Comfort shop
110	Cooking Ingredients Garrison
111	Corksa
112	Cosiconcos
113	cretefipvaas
114	CRLsM
115	Crosk sycs Market
116	err19950610
117	csfusoudfcoisd
118	Cute embroidery
119	cwwquehruqribf
120	daichenyang Store me
121	daixi159357
122	DaleGa
123	danbinghe543
124	Darees
125	david collins An
126	dengqingjun9856
127	detoughshalgun
128	dfghju7gf
129	dfzhrh
130	dghghfhfg
131	dghghfgjfj
132	dhrtuse
133	diamond shops
134	DianMaichong
135	diu5rr4
136	DIY COSPLAY
137	Diye-jiang
138	doiyanx6666
139	Donafgfgjhd168
140	Dongd 01
141	dphaedraolu
142	dsd2
143	dsgdfhdfh

144	duanning Store
145	duliwuping
146	duozhengzyi Store
147	dvnfklvklf
148	dxz2
149	ecv2
150	Effortless Beauty
151	Elena M Lizarraga
152	Elivebuy
153	Elizabetbus
154	Emma Caroline McCuiston
155	emnghzial
156	enzymopathy
157	eoueeewpshop
158	erfggf
159	erickpa
160	Esterod Grill C.A
161	eucles.c.a
162	eyo6399shop
163	Fairys skirts
164	fanaihua
165	FangchiyeshancIo
166	FangpinhuaiyizN
167	fanjinping
168	Faocw
169	fashion trend sotre
170	FasyShop
171	fdhdsf96
172	fdsfgfdssa
173	fechitofers
174	fekfogo
175	fengzaiqishi816
176	fffeswssw
177	fft2
178	fgdfgdghth
179	fgjhhg
180	FIGO1984SHOP
181	fiw xos
182	fkwljfkdkl
183	fleisneon
184	flips
185	found out me
186	francia y paris
187	frist-cc
188	Fronckmastro
189	fsaa
190	Ftinnbuu80
191	FU GUI Convenience Store
192	FUBAN

193	Fumeisaf Cribs
194	fuyayayaya
195	fyxasdd
196	gadjAHJSHDQJJ
197	Gainings
198	galaxolide
199	gaodongshao48546
200	gaogejin12345
201	gaominghui223
202	gaoqian1840
203	gaoshilong123455
204	gaoshuzhi23487
205	gej4247shop
206	gengchunling
207	ghk2
208	Ghombro
209	gianluca17
210	glamovzjjwt
211	goblinize
212	gold5133
213	gongli1234
214	grandness
215	greatdaylife
216	Gretazd
217	G-Star
218	gufuquan5253
219	guorui71320
220	guotianliang
221	gupengling60572
222	habilom
223	hailangshop
224	halilai
225	hangaoduidi
226	Hansangui
227	Harlan Tompkins
228	HeatherSallynCpWiB
229	Heavenly4
230	heniuniuliuyuxin
231	hjftuiurtytr
232	hjsoioasyaaplm
233	hksoazpm.a
234	homogeneous
235	Hou Yaoshop
236	houzhiyuan0034
237	ASDJEF
238	DOJOU
239	Encounter--store
240	Hilda Clemens
241	JTOGYI

242	KJSWEI
243	Luman Depot
244	wannado
245	xcmdsmyxg
246	XiuTaiLtd
247	Yiwu Huatian Electronic Technology Co., Ltd.
248	youxixianquandingdongshuishanghang
249	莆田市城厢区何锦光建材商行