

**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-03595

Judge Andrea R. Wood

Magistrate Judge Gabriel A Fuentes

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 August 17, 2022 [19] (“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 and/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 infringement and false designation of origin because (1) the Godzilla vs. Kong Trademark and Godzilla vs. Kong Work are distinctive; 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 ContextLogic, Inc. d/b/a Wish.com ("WISH")

(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, 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, WISH, 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 WISH, 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 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 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 "AddisonNoeloKcP 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 [19] 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 "Andrea R. Wood", written over a horizontal line.

Andrea R. Wood
United States District Judge

Dated: August 31, 2022

Schedule A

No.	Defendants
1	AddisonNoeloKcP
2	Ahduthes
3	ajhbwnppth
4	alonzodwxq6njbq
5	Amandel
6	AMANESER LLANERO
7	Anime Bag World
8	ashitaheller62830081
9	banerjihdyxuin
10	baodang t shirt
11	baotaoshangwu
12	baoxiaodong04124
13	barashhxjssyt
14	bathythermogram
15	binbinyshop
16	Boom Fistird Moment
17	brigittebran
18	bringtnpito
19	brkdofawy
20	BVGJMXKL
21	bvnkdhgfkq
22	bxb1111
23	CaesarJuliaqPtEbN
24	Caffeine San Antonio B-R-B
25	CalvinBellegViWi
26	caodongyinang
27	caotianlong0930
28	CarterSheilaiFmY
29	ccKevinRenatahKsK
30	chengyuan28336
31	chenhaixia89965
32	chenhui1681
33	Christine Tucker
34	chunjiangshunliuy
35	Chushuqin221123
36	CliffordLindsaymXIV
37	CONBIRD SUR
38	CrUAline
39	csfusoudfcoisd
40	cudongxiufeng
41	cuiyanchunshop

42	daixiucuiji
43	darry stivenson caps
44	DengzhStore
45	dhkjashk
46	DIIJGI FJJFG WOMAN BEAUTY
47	dingkan2018
48	Doafhjka23
49	dongjiangjing1234
50	dongnanxibei
51	dorizetiqaon
52	DrewAntoniauDyZ
53	Duarteshop
54	edi7033shop
55	efzhsrtjhdytjrtger
56	elfstorpite
57	Enchantment Royals
58	EnjoyLifehcf
59	eombgjyt
60	EYG54.S
61	fanfuhua9056
62	fangyue77318
63	fdfjodsfud
64	fenghao49141
65	ffgf
66	fggaskldnax
67	fghjklkjhgfhj8765
68	fhegmzjbq
69	Fjfgfgfghfhchfhvggj
70	fjlfjljalili
71	Gallacher
72	gaoliyan7758521
73	garey4cr2r2b
74	gawxhaya
75	glazingmotphvro
76	groderqviwkoe
77	Guizizijie Bags
78	Guobaida Pants
79	guojiajing20202021
80	hanbaozhu9794
81	Hansangui
82	hhnteuyzp
83	hiordahlites
84	huangzhiwen1194
85	Huedson
86	huxinlai46454

87	ifjs88
88	inductothermy
89	iohfofkasfik
90	ipqrgishop
91	Jack_jia
92	Jacksmart
93	JacquelineDonnahDdHpY
94	jdiensh
95	Jeaduo Brank salake pentacen
96	jhdqjwghdkqhjwdqd
97	jhosentoer
98	Jhxdfhxx
99	jiachenyu
100	Jianecloy Gifts
101	Jiangtao Sotre
102	jiangtao3593
103	jingsunjie6546
104	jinhui fashion trade
105	Jinliwei
106	Jncddtgd
107	JORMAN1
108	JuliusAndrewuCuNk
109	kdoelds
110	KemouxianzhandDy
111	knife life
112	landOwen
113	Leibaosy Baby's
114	liaodaojun67189
115	Life charm
116	lijie154
117	lijingwei163070
118	lilanxin86805
119	lilanyu1038
120	lilianxi3572
121	lishuxian56224478
122	liulei609
123	liuwei5779
124	liuwenfen14jj
125	liwenlong60955
126	lizhengquan76242
127	luguixiangshop
128	lujiej
129	lvlin1211
130	lzhcaohay
131	MagKerrfJeTz

132	maojiawangkkj
133	maomaowaimao
134	Market Chot Croskk
135	Market Truts Crosk
136	mayasuh
137	Mc Capitalpop
138	mengkecen70328
139	Meumiaou Baby's
140	Michaelcd
141	Milk gril
142	minyue03
143	MMT Serene Beauty
144	MooreBertzNgBpD
145	Mrkitty
146	MSJJ5688
147	NANCY TINO
148	Nenglishiran
149	Nicole Kennedy
150	NicoleBessfHgG
151	Nuifauisfhiud
152	Nvxdthf
153	Odontoglossum
154	Of Mice & Men so
155	oshitwyigunra
156	Oswaldo food fast online
157	pachgkcte
158	panqiong
159	peokdo
160	PhoebeJoshuaqAfAlD
161	piaoxiang wholeshop
162	pingshuibufen
163	PPHJJ DJJFQ Fashion women's shop
164	prendamayoress
165	prints 64
166	putuzhipng
167	qiantudaojin
168	Qianying clothes
169	qichengcheng99082
170	qingqing50767
171	qinlingwaimao
172	Qinshuangjie1400
173	qiyingxin0918
174	Remember me shop
175	Renyongfen3225
176	Robertex

177	RoryCharlottedPsN
178	rroonu
179	ruchaman45
180	rudesillbrfgxad
181	SabinaArleneAoZ
182	sdiofghjdfg
183	shaojijun78075
184	Shelia Wilson
185	SherryHazelFHbHnT
186	shichen73502
187	shihuabinghhjl
188	shiminpsd
189	shiyahao26129
190	shiyaohua88563
191	SimonaNormanqXtCuD
192	Songmingyang
193	stonghgegc20
194	sumanbiao7951
195	sunbinbin4444
196	sunjialongod
197	sunkanmming0518
198	sunwei1828845
199	sunyuanyuan2187
200	sunyuyang3519
201	Sunzhongtangf
202	tangjiaqi4014
203	tangjiyu2cvb
204	Tangruim
205	taominzhenpsjk
206	Tebrews
207	Tessles
208	Trend culture
209	UH Express Marty
210	undeterminate
211	Valles.girls
212	Variedades Yuli
213	Veilinger Baby's
214	Vnitaey
215	Volan
216	wangliang5mvx
217	wangliudaizeng
218	wangwenle64987213978
219	wangxungji
220	wangzexu7399
221	wangzhen5alj

222	weidelvsd
223	weihongboiiu
224	weiruhua
225	wendaoliubbbbelt
226	Wenqiang2451
227	whd~6768
228	Wizardaid
229	wuxiaoyi9770
230	wuyanqi80312
231	xiajianghao1165
232	xiangyunwanli
233	Xiao Dou Tao Shop
234	xieqianqianksl
235	Xiexu7422
236	Xinemengbianli
237	xiongliu666111
238	Xumeilir
239	xuzhiqiang1870
240	Yang Guang Sport
241	Yashege
242	Yeyabin2659
243	Yongjiali
244	zhangjin12063
245	zhangxinxin54k
246	zhenshuiyoushi
247	zhulianzu5819
248	ZiYouernote
249	zykwh5shop
250	zylakdhajkfasf