

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-cv-22864-ALTMAN

TOHO CO., LTD.,

*Plaintiff,*

*v.*

THE INDIVIDUALS, CORPORATIONS,  
LIMITED LIABILITY COMPANIES,  
PARTNERSHIPS AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED IN  
SCHEDULE "A" HERETO,

*Defendants.*

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**SEALED ORDER GRANTING EX PARTE  
MOTION FOR TEMPORARY RESTRAINING ORDER**

Our Plaintiff, Toho Co., Ltd., filed an *Ex Parte* Motion for Temporary Restraining Order, Including a Temporary Asset Restraint, and Expedited Discovery [ECF No. 9] (the "Motion") against the Defendants' fully interactive e-commerce stores<sup>1</sup> (the "Internet Stores") operating under the domain names identified in Schedule A to the Complaint and attached hereto. After reviewing the Motion and the accompanying record, we'll **GRANT** the Plaintiff's Motion as follows:

**THE LAW**

To obtain a temporary restraining order, a party must demonstrate "(1) a substantial likelihood of success on the merits; (2) that irreparable injury will be suffered if the relief is not granted; (3) that the threatened injury outweighs the harm the relief would inflict on the non-movant; and (4) that the entry of the relief would serve the public interest." *Schiavo ex. rel Schindler v. Schiavo*, 403 F.3d 1223, 1225–26 (11th Cir. 2005).

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<sup>1</sup> The e-commerce store URLs are listed on Schedule A attached hereto.

Additionally, Fed. R. Civ. P. Rule 65 provides that:

The court may issue a temporary restraining order without written or oral notice to the adverse party or its attorney on if:

(A) specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and

(B) the movant's attorney certifies in writing any efforts made to give notice and the reasons why it should not be required.

FED. R. CIV. P. 65(b)(1).

*Ex parte* temporary restraining orders “should be restricted to serving their underlying purpose of preserving the status quo and preventing irreparable harm just so long as is necessary to hold a hearing, and no longer.” *Granny Goose Foods, Inc. v. Bd. of Teamsters & Auto Truck Drivers Local No. 70*, 415 U.S. 423, 439 (1974).

### ANALYSIS

We find, in the absence of adversarial presentation, that we have personal jurisdiction over the Defendants because the Defendants directly target their business activities toward consumers in the United States, including consumers in the State of Florida. *See* Motion at 3–4. Specifically, the Plaintiff has provided a basis to conclude that the Defendants have targeted sales to Florida residents by setting up and operating e-commerce stores by using one or more seller aliases, offer shipping to the United States, including to the State of Florida, and intentionally offering for sale counterfeit products (“Counterfeit GODZILLA Products”) in connection with the use and display of Plaintiff's federally-registered GODZILLA trademarks and federally-registered copyrights (“Plaintiff's IP”). *See* Declaration of William Brees (“Brees Decl.”) [ECF No. 9-1] ¶¶ 9–12; Declaration of Jay Harvey Paragoso (“Paragoso Decl.”) [ECF No. 9-4] ¶¶ 11–12.

In this case, the Plaintiff has presented screenshot evidence that each of the Defendants is reaching out to do business with Florida residents by operating the Internet Stores that use, without

authorization, the Plaintiff's IP through which Florida residents can and do purchase Counterfeit GODZILLA Products utilizing Plaintiff's trademarks and copying the subject matter of the Plaintiff's copyrights leading consumers to think they are purchasing Plaintiff's legitimate products. *See generally* Paragoso Decl. Accordingly, we find that the Plaintiff stands a likelihood of success on the merits of its trademark infringement and counterfeiting, false designation of origin, common law trademark infringement, common law unfair competition, and copyright infringement claims for relief.

We also find that issuance of the requested injunctive relief would be in the public interest by protecting consumers from being misled by the unauthorized use of Plaintiff's GODZILLA trademarks and copyrights by the Defendants on their Internet Stores to entice the purchase of the Counterfeit GODZILLA Products. We need not balance the interests of Defendants in this case because there is credible evidence to conclude they are engaged in, among other things, willful infringement of Plaintiff's IP.

We find that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because the Plaintiff has presented specific facts in the Declarations of William Brees and Jay Paragoso, in support of the Motion and accompanying evidence clearly showing that immediate and irreparable injury, loss, or damage will result to the movant before the adverse parties can be heard in opposition. *See generally* Brees Decl.; Paragoso Decl. Specifically, in the absence of an *ex parte* Order, the Defendants could and likely would move any assets from accounts in financial institutions under our jurisdiction to offshore accounts. We hereby **ORDER and ADJUDGE** as follows:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be temporarily enjoined and restrained from:

- a. Using Plaintiff's GODZILLA Trademarks or any reproduction, counterfeit, copy or colorable imitation of Plaintiff's GODZILLA Trademarks in connection with the manufacture, importation, distribution, advertisement, offer for sale and/or sale of merchandise that is not the genuine products of Plaintiff, or in any manner likely to cause others to believe that the infringing products are connected with Plaintiff or Plaintiff's genuine GODZILLA brand products;
- b. 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which use Plaintiff's GODZILLA Trademarks;
- c. manufacturing, distributing, promoting, or selling any labels, tags, decals, emblems, signs or other forms of markings, packaging, wrappers, containers, or promotional materials bearing Plaintiff's GODZILLA Trademarks or any marks that include or are colorable imitations of or confusingly similar to Plaintiff's GODZILLA Trademarks;
- d. passing off or enabling others to sell or pass off any goods that are not Plaintiff's genuine good as being Plaintiff's genuine goods;
- e. falsely representing that Defendants or Defendants' goods are affiliated with, connected to, or sponsored by Plaintiff;
- f. committing any acts calculated to cause consumers to believe that Defendants' goods are Plaintiff's goods;
- g. communicating in any manner with any suppliers of the Counterfeit GODZILLA Products or any other people involved in advertising, offering for sale, or selling the Counterfeit GODZILLA Products regarding the existence of this litigation, or taking

any action that would have the effect of revealing to such persons that Plaintiff initiated this litigation;

- h. representing by any means whatsoever, directly or indirectly, or doing any other acts or things calculated or likely to cause confusion or mistake, or to deceive consumers into believing that Defendants' goods are the goods of Plaintiff or that there is any affiliation or connection between Plaintiff or its goods and Defendants or its goods/services, and from otherwise unfairly competing with Plaintiff;
- i. advertising, marketing, promoting, offering to sell, selling, distributing, and/or taking orders for the Counterfeit GODZILLA Products;
- j. fulfilling orders for, or shipping or distributing the Counterfeit GODZILLA Products;
- k. destroying, altering, disposing of, concealing, tampering with or in any manner secreting any and all business records, invoices, correspondence, books of account, receipts or other documentation relating or referring in any manner to the manufacture, advertising, acquisition, importation, purchase, sale or offer for sale, or distribution of any merchandise using Plaintiff's GODZILLA Trademarks or any marks that include or are colorable imitations of or confusingly similar to Plaintiff's GODZILLA Trademarks; and
- l. using or displaying the Plaintiff's GODZILLA Copyrights, in any medium, whether it be print, digital or otherwise, in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff's product or is not authorized by Plaintiff to be sold in connection with the Plaintiff's GODZILLA Copyrights;;

- m. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff's product or any other product produced by Plaintiff through the use or display of the Plaintiff's GODZILLA Copyrights;
  - n. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
  - o. 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale through the use or display of the Plaintiff's GODZILLA Copyrights; and
  - p. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
2. Plaintiff is authorized to issue expedited written discovery to Defendants, pursuant to Federal Rules of Civil Procedure 33, 34, 36, and 45 related to:
- 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 Internet Stores and Defendants' financial accounts, including Defendants' sales and listing history related to their respective 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, Temu.com (“Temu”), PayPal Inc. (“PayPal”), Alipay, ContextLogic Inc. d/b/a Wish.com (“Wish”), Alibaba Group Holding Ltd. (“Alibaba”), Ant Financial Services Group (“Ant Financial”), Amazon Pay, Afterpay, Klarna or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
  - d. The domain name registries for the Defendants (“Defendant Domain Names”), including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, Cloudflare Inc, Oracle Corp., Amazon Inc., Alibaba Group d/b/a Alibaba Cloud.com, Namesilo, LLC d/b/a privacuguardian.org, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.
3. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Internet Stores, including, without limitation, any online marketplace platforms such as TikTok Temu, eBay Inc., AliExpress, Alibaba, Amazon.com Inc., Wish, Walmart.com and Dhgate (collectively the “Third Party Providers”), shall, within seven (7) calendar days after receipt of such notice, provide

to Plaintiff 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 Internet Stores and Defendants' financial accounts, including Defendants' sales and listing history related to their respective 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, PayPal, Alipay, Wish, Alibaba, Ant Financial, Amazon Pay, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA), including present balances on any accounts.
4. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a PublicDomainRegistry.com, Cloudflare Inc, Oracle Corp., Amazon Inc., Alibaba Group d/b/a Alibaba Cloud.com, Namesilo, LLC d/b/a privacuguardian.org, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration

of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.

5. Upon Plaintiff'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 infringing goods using the Plaintiff's Trademark.

6. Any Third-Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish, Afterpay, Klarna, and Amazon Pay, 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, 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. Plaintiff must provide notice to Defendants of any motion for preliminary injunction as required by Rule 65(a)(1).

8. Within seven (7) business days of entry of this Order, Plaintiff shall deposit with the Court \$5,000.00 (Five Thousand Dollars), either cash, cashier's check or surety bond, as security, which amount has, in the absence of adversarial testing, been deemed adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

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 Southern District of Florida Local Rules. Any third party impacted by this Order may move for appropriate relief.

10. A **hearing** is set before this Court on **August 15, 2025, at 11:30 a.m.**, at which time the Defendants and/or any other affected persons may challenge the appropriateness of this Order and move to dissolve the same and at which time the Court will hear argument on whether a preliminary injunction should be granted. The hearing will be held **in person** in **Courtroom 12-4 at the Wilkie D. Ferguson, Jr. U.S. Courthouse, 400 N. Miami Avenue, Miami, Florida 33128**. This Order shall remain in effect until the date of this hearing, or until such further dates as set by the Court or stipulated to by the parties.

11. Any response or opposition to the entry of a preliminary injunction must be filed and served on the Plaintiff's counsel by **August 1, 2025**. The Plaintiff shall file any Reply Memorandum on or before **August 8, 2025**. The above dates may be revised upon stipulation by all parties and approval of this Court. If necessary, the parties may also move for an extension of time.

12. The Defendants are hereby on notice that failure to appear at the hearing may result in the imposition of a preliminary injunction against them pursuant to 15 U.S.C. § 1116(d), Fed. R. Civ. P. 65, The All Writs Act, 28 U.S.C. § 1651(a), and this Court's inherent authority.

13. The Clerk shall file this Order under **SEAL** until further order of the Court.

**DONE AND ORDERED** in the Southern District of Florida on July 18, 2025.

A handwritten signature in black ink, appearing to read 'Roy K. Altman', written over a horizontal line.

**ROY K. ALTMAN**  
**UNITED STATES DISTRICT JUDGE**

cc: counsel of record

**SCHEDULE A**

<b>No</b>	<b>Defendants Internet Stores</b>
1	<a href="https://www.wearshes.com">https://www.wearshes.com</a>
2	<a href="https://www.funbibi.com">https://www.funbibi.com</a>
3	<a href="https://www.calavass.com">https://www.calavass.com</a>
4	<a href="https://www.rocity.com">https://www.rocity.com</a>
5	<a href="https://www.uflashion.com">https://www.uflashion.com</a>
6	<a href="https://www.comstylish.com">https://www.comstylish.com</a>
7	<a href="https://www.novaney.com">https://www.novaney.com</a>
8	<a href="https://cutswear.com/">https://cutswear.com/</a>
9	<a href="https://www.dolphin.com/">https://www.dolphin.com/</a>
10	<a href="https://www.clothingday.com/">https://www.clothingday.com/</a>