

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 25-cv-23049-BLOOM/Elfenbein

TOHO CO., LTD.,

Plaintiff,

v.

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

Defendants.

_____ /

PRELIMINARY INJUNCTION

THIS CAUSE is before the Court on Plaintiff Toho Co., Ltd.'s ("Plaintiff") Motion for Preliminary Injunction ("Motion"), ECF No. [25], against the Defendants' fully interactive e-commerce stores¹ (the "Internet Stores") operating under the names and URL's identified in Schedule "A" to the Complaint. The Court has considered the Motion, the record, the applicable law, and is otherwise fully advised. Accordingly, the Motion for Preliminary Injunction, **ECF No. [25]**, is **GRANTED** as follows:

Plaintiff has provided notice to the Defendants in accordance with the Temporary Restraining Order ("TRO") entered on July 29, 2025, ECF No. [12], and Federal Rule of Civil Procedure 65(a)(1).

The Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward

¹ The e-commerce store URL is listed on Schedule A attached hereto.

consumers in the United States, including consumers in the State of Florida. Specifically, 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, offering 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. (collectively the “Plaintiff’s IP”).

In this case, Plaintiff has presented screenshot evidence that the Defendants are reaching out to do business with Florida residents by operating the Internet Stores that use, without authorization, Plaintiff’s IP through which Florida residents can and do purchase Counterfeit GODZILLA Products utilizing Plaintiff’s trademarks and copying the subject matter of Plaintiff’s copyrights leading consumers to think they are purchasing Plaintiff’s legitimate products. *See* ECF No. [9-4], Exhibit 1, Exhibit 2 (including screenshot evidence and internet link confirming that the Defendants’ Internet Stores displays the Plaintiff’s IP without authorization in connection with offering the Counterfeit GODZILLA Products and they stand ready, willing, and able to ship the Counterfeit GODZILLA Products to customers in Florida. Accordingly, the Court finds that 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.

The Court additionally finds 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 IP by Defendants on their Internet Stores to entice the purchase of the Counterfeit GODZILLA Products.

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. Accordingly, this Court Orders 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. 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 their goods/services, and from otherwise unfairly competing with Plaintiff;
- h. advertising, marketing, promoting, offering to sell, selling, distributing, and/or taking orders for the Counterfeit GODZILLA Products;
- i. fulfilling orders for, or shipping or distributing the Counterfeit GODZILLA Products;
- j. 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;
- k. 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;

- l. 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;
 - m. 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;
 - n. 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
 - o. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for Defendants, or in connection with Defendants' Internet Store, 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 identity and location 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.
3. Upon Plaintiff's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendant in connection with the sale of infringing goods using the Plaintiff's trademarks and copyrights.
4. Any Third-Party Providers with funds previously restrained pursuant to this Court's prior issued Temporary Restraining Order, ECF No. [23], shall, within seven (7) calendar days of receipt of this Order:

Case No. 25-cv-23049-BLOOM/Elfenbein

- a. reduce the amount of restrained funds to \$6000.00 for each Defendant, such funds shall be restricted from transfer, disposal, or removal from the accounts of the Defendants until further order by this Court;
 - b. release all other restrained funds except for the specified \$6000.00 to be restrained. All funds beyond the specified restrained amount shall not be restricted from transferring, disposal, or removal.
5. All previous Sealed Plaintiff's Pleading(s) and documents in this case are unsealed.
 6. The 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.

DONE AND ORDERED in Chambers at Miami, Florida, on September 19, 2025.



BETH BLOOM
UNITED STATES DISTRICT JUDGE

Copies to:

Counsel of Record

SCHEDULE A

DEFENDANT NUMBER	DEFENDANT NAME	DEFENDANT'S INTERNET STORES
1	GFsafasfvafv	https://www.walmart.com/seller/102495060
2	ADASJDFVDSGG	https://www.walmart.com/seller/102495318