

**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.

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FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE is before the Court upon Plaintiff's Motion for Entry of Default Judgment ("Motion"), ECF No. [39], filed on October 16, 2025. For the reasons set forth in the Order Granting Plaintiff's Motion for Default Judgment, ECF No. [40], the Court now enters this separate final judgment pursuant to Federal Rule of Civil Procedure 58(a).

Accordingly, it is **ORDERED and ADJUDGED** that Final Default Judgment is entered in favor of the Plaintiff, TOHO CO., LTD., ("Plaintiff"), and against Defendant No. 1, GFsafasfvafv and Defendant No. 2, ADASJDFVDSGG, identified in Schedule "A" of the Complaint, ECF No. [1-1], ("Defendants") as follows:

1. **Permanent Injunctive Relief**

The Defendants, their officers, directors, agents, representatives, subsidiaries, distributors, servants, employees and attorneys, and all persons in active concert or participation therewith are permanently restrained and enjoined from:

- a. manufacturing or causing to be manufactured, importing, advertising, or promoting,

- distributing, selling or offering to sell counterfeit and infringing goods bearing and/or using Plaintiff's "GODZILLA" trademarks, or any confusingly similar trademark, (the "Godzilla Trademarks");
- b. using Plaintiff's Godzilla Trademarks in connection with the sale of any unauthorized goods;
 - c. using any logo, and/or layout which may be calculated to falsely advertise the services or products of the Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiff;
 - d. falsely representing themselves as being connected with Plaintiff, through sponsorship or association;
 - e. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of the Defendants are in any way endorsed by, approved by, and/or associated with Plaintiff;
 - f. using any reproduction, counterfeit, copy, or colorable imitation of Plaintiff's Godzilla Trademarks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;
 - g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by the Defendant as being those of Plaintiff or in any way endorsed by Plaintiff;
 - h. otherwise unfairly competing with Plaintiff in connection with Plaintiff's Godzilla Trademarks;
 - i. using Plaintiff's Godzilla Trademarks or any confusingly similar trademark, on e-

- commerce marketplaces, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and from any other form of use of such terms which are visible to a computer user or serves to direct computer searches to Internet based e-commerce stores, seller identities or domain names registered by, owned, or operated by Defendants; and
- j. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.
 - k. Using or displaying Plaintiff's federally-registered, copyright-protected works (the "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 Godzilla product or is not authorized by Plaintiff to be sold in connection with Plaintiff's Godzilla Copyrights;
 - l. passing off, inducing, or enabling others to sell or pass off any product as a genuine Godzilla products or any other product produced by Plaintiff through the use or display of Plaintiff's Godzilla Copyrights;
 - m. committing any acts calculated to cause consumers to believe that the 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 Plaintiff's Godzilla Copyrights; and
- o. otherwise unfairly competing with Plaintiff in connection with Plaintiff's Godzilla Copyrights.

2. **Additional Equitable Relief:**

Upon the Plaintiff's request, the Internet marketplace website operators and/or administrators for the Internet based e-commerce stores operating under the seller identification names identified on Schedule "A" hereto (the "Seller IDs"), including but not limited to AliExpress, Alipay, Dhgate, Dhpay, Joom, Wish, Wishpay, Walmart, Amazon, Amazon Pay, eBay, Etsy, and/or Taobao, shall permanently remove any and all listings and associated images of goods bearing counterfeits and/or infringements of Plaintiff's Godzilla Trademarks and unauthorized copies of Plaintiff's Godzilla Copyrights via the e-commerce stores operating under the Seller IDs, and any other listings and images of goods bearing counterfeits and/or infringements of Plaintiff's Godzilla Trademarks and Godzilla Copyrights associated with the same sellers or linked to any other alias seller identification names or e-commerce stores being used and/or controlled by the Defaulting Defendants to promote, offer for sale and/or sell goods in connection with Plaintiff's Godzilla Trademarks and Godzilla Copyrights.

3. **Statutory Damages in Favor of Plaintiff Pursuant to 15 U.S.C. § 1117(c):**

Award the Plaintiff damages of \$100,000.00 against each of the Defaulting Defendants, for which let execution issue, based upon the Court's finding that the Defaulting Defendants infringed Plaintiff's Godzilla Trademarks on one type of good. The Court considered both the willfulness of the Defaulting Defendants' conduct and the deterrent value of the award imposed, and the awarded amount falls within the permissible statutory range under 15 U.S.C. § 1117(c).

4. **Statutory Damages in Favor of Plaintiff Pursuant to 17 U.S.C. § 504(c):**

Award the Plaintiff damages of \$100,000.00 against each of the Defaulting Defendants, for which let execution issue, based upon the Court's finding that each Defaulting Defendant infringed on Plaintiff's Godzilla Copyrights. The Court considered both the willfulness of the Defaulting Defendants' conduct and the deterrent value of the award imposed, and the awarded amount falls within the permissible statutory range under 17 U.S.C. § 504(c)(2).

5. **Disposition of Retained Funds**

All funds currently restrained or held on account for the Defaulting Defendants by all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to PayPal and its related companies and affiliates are to be immediately (within five (5) business days), transferred by the previously referred to financial institution, payment processors, banks, escrow services, money transmitters, or marketplace platforms and by the Defaulting Defendants, to the Plaintiff and/or the Plaintiff's counsel in partial satisfaction of the monetary judgment entered herein against the Defaulting Defendants. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to PayPal, and its related companies and affiliates, shall provide to the Plaintiff at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter for the Defaulting Defendants; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from the Defaulting Defendant' funds restrained prior to release; and (iii) the total funds released for Defaulting Defendants to Plaintiff.

6. **Interest**

Interest from the date this action was filed shall accrue at the legal rate pursuant to 28 U.S.C. § 1961.

7. **Bond**

The Clerk is DIRECTED to RELEASE to Plaintiff the bond posted in this case in the amount of \$5,000.00.

8. **Jurisdiction**

The Court retains jurisdiction to enforce this Judgment and permanent injunction.

9. **Closure of Case**

The Clerk is DIRECTED to CLOSE this case and DENY all pending motions as MOOT.

10. **Service**

Plaintiff shall serve Defendants with this Order and the Court's Order on Final Default Judgment, ECF No. [40], in accordance with the Order Granting Motion for Alternate Service of Process, ECF No. [13].

DONE AND ORDERED in Chambers at Miami, Florida on November 21, 2025.



BETH BLOOM
UNITED STATES DISTRICT JUDGE

cc: Counsel of record