

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-23044-CIV-ALTONAGA/Reid

TOHO CO., LTD.,

Plaintiff,

v.

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

Defendants.

TEMPORARY RESTRAINING ORDER
AND ASSET RESTRAINT ORDER

THIS CAUSE came before the Court on Plaintiff, Toho Co., Ltd.'s *Ex Parte* Motion for Temporary Restraining Order, Including a Temporary Asset Restraint, and Expedited Discovery [ECF No. 9]. Plaintiff seeks a temporary restraining order against the three Defendants listed on Schedule "A" [ECF No. 12-1] — entities that operate e-commerce stores¹ (the "Internet Stores") under the domain names identified in Schedule A. Upon review of the Motion, the Complaint [ECF No. 1], and the accompanying record, the Court concludes the Motion should be granted.

The Court 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 consumers in the State of Florida. Specifically, Plaintiff has provided a basis to conclude that 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

¹ The e-commerce store URLs are listed on Schedule A attached hereto.

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, “Plaintiff’s IP”).

Plaintiff has presented screenshot evidence that each Defendant is 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* Mot., Exs. 4–6, Harvey Paragoso Decl. (“Paragoso Decl.”) and Accompanying Exhibits [ECF Nos. 9-4–9-6] (including screenshot evidence and internet link confirming that each Defendant’s Internet Store displays Plaintiff’s Godzilla Trademarks and copyrights 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)). Consequently, Plaintiff is likely to succeed 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. (*See generally* Compl.).

The Court also finds that issuance of the requested injunctive relief would be in the public interest, as it would protect consumers from being misled by Defendants’ unauthorized use of Plaintiff’s Godzilla Trademarks and copyrights. The Court 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.

The Court also finds that issuing this Order without notice under Federal Rule of Rule Procedure 65(b)(1) is appropriate because Plaintiff has presented evidence showing that immediate

and irreparable injury, loss, or damage would result to Plaintiff before the adverse parties can be heard in opposition. (*See generally* Brees Decl.; Paragoso Decl.). Specifically, in the absence of *ex parte* relief, Defendants could and likely would move any assets from accounts in financial institutions under the Court's jurisdiction to offshore accounts.²

Accordingly, it is **ORDERED** 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 are 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 product 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;

² As the Court instructed in its July 9, 2025 Omnibus Order [ECF No. 5], any motion for a preliminary injunction must be filed separately from a motion for a temporary restraining order. (*See* July 9, 2025 Order 2). If Plaintiff moves for a preliminary injunction, the Court will set a hearing.

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 a Defendant 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, under 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;

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); and

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 the 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 Third-Party Providers, 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 because of a wrongful restraint hereunder.

9. Any Defendant 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.

This Temporary Restraining Order without notice is entered at 3:00 p.m. on this 25th day of July, 2025, and shall remain in effect for 14 calendar days. Any motion to extend this Order must be filed by **August 6, 2025**.

DONE AND ORDERED in Miami, Florida, this 25th day of July, 2025.



CECILIA M. ALTONAGA
CHIEF UNITED STATES DISTRICT JUDGE

cc: counsel of record

SCHEDULE A

NO.	DEFENDANT NAME	DEFENDANT'S INTERNET STORE
1	ADUVETAFFAIR	https://aduvetaffair.com
2	printyfly	https://printyfly.com
3	Perspiration	https://perspiration.com