

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 1:25-cv-22016-SINGHAL

TOHO CO., LTD.,

Plaintiff,

v.

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

Defendants.

TEMPORARY RESTRAINING ORDER
AND ASSET RESTRAINT ORDER¹

THIS CAUSE comes before the Court on Plaintiff Toho Co., Ltd.’s (“Plaintiff” or “Toho”) Renewed *Ex Parte* Motion for Temporary Restraining Order, Including a Temporary Asset Restraint, and Expedited Discovery (“Motion”) (DE [28]), filed under seal on July 28, 2025. Plaintiff seeks temporary relief against Defendant’s fully interactive e-commerce store² (the “Internet Store”), which operates under the domain name identified in Schedule A to the Complaint and attached hereto. The Court has reviewed the Motion and is otherwise advised in the premises.

I. FACTUAL BACKGROUND

Toho claims to be the owner of the following valid Trademark and Copyright registrations: Trademark Registration Nos. 2,360,489; 4,183,291; and 7,245,324 (the

¹ In granting the Motion, the Court has adopted language proffered in the sections clarifying the Court’s Conclusions of Law and the contours of the Temporary Restraining Order.

² The e-commerce store URL is listed on Schedule A attached hereto.

“GODZILLA Trademarks”) and Copyright Registration Nos. PA0000187943; PA0000595595; PA0000785448; PA0000796964; PA0000796966; PA0000967584; PA0001035743; PA0001036332; and PA0001151212 (the “GODZILLA Copyrights”). (DE [1] at ¶¶ 7, 11). Defendant, through the Internet Store, purportedly “advertise[s], offer[s] for sale, sell[s], and import[s] infringing products to consumers in this District and throughout the United States.” *Id.* ¶ 20. Plaintiff alleges that Defendant has never been “licensed or authorized . . . to use the GODZILLA Trademarks” and that Defendant is not an “authorized retailer[] of Plaintiff’s genuine goods.” *Id.* ¶ 26. Thus, Plaintiff alleges it brings this action to “combat Defendant’s infringement and counterfeiting of Plaintiff’s registered GODZILLA Trademarks and Copyrights. . .” (DE [28] at p. 2).

Plaintiff attests to investigating the Internet-based infringement of GODZILLA Trademarks and Copyrights. See Paragoso Declaration (DE [28-4] at ¶ 11). Plaintiff claims to have accessed and “analyzed the Defendant Internet Store and determined that Counterfeit GODZILLA Products were being offered for sale to the United States, including Florida.” *Id.* This conclusion was supposedly reached through “visual inspection of the products listed for sale on the Defendant Internet Store[.]” *Id.* ¶ 12. Here, Plaintiff has included screenshot evidence that Defendant conducts business with Florida residents, who may purchase products that allegedly use Plaintiff’s trademarks and copy the subject matter of Plaintiff’s copyrights. See (DE [29-2]).

II. LEGAL STANDARD

In order to obtain a temporary restraining order, a party must demonstrate “(1) [there is] 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); see also *Levi Strauss & Co. v. Sunrise Int’l. Trading Inc.*, 51 F.3d 982, 985 (11th Cir. 1995) (applying the test to a preliminary injunction in a Lanham Act case). Additionally, a court may only issue a temporary restraining order without notice to the adverse party or its attorney 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. Brotherhood of Teamsters & Auto Truck Drivers Local No. 70 of Alameda Cnty.*, 415 U.S. 423, 439 (1974).

III. Conclusions of Law

The declarations Plaintiff submitted in support of its Motion support the following conclusions of law:

- A. Plaintiff has a strong probability of proving at trial that consumers are likely to be confused by Defendant’s advertisement, promotion, sale, offer for sale, and/or distribution of goods bearing and/or using counterfeits or imitations of Plaintiff’s Trademarks, and that the products Defendant sells and promotes bear copies of Plaintiff’s Trademarks. 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.

B. Because of the infringement of Plaintiff's Trademarks, Plaintiff is likely to suffer immediate and irreparable injury if a temporary restraining order is not granted. The following specific facts, as set forth in Plaintiff's Amended Complaint, Motion, and accompanying declarations, demonstrate that immediate and irreparable loss, damage, and injury will result to Plaintiff and to consumers before Defendant can be heard in opposition unless Plaintiff's request for *ex parte* relief is granted:

1. Defendant owns or controls e-commerce stores and commercial Internet websites operating under its respective seller identification names and domain names which advertise, promote, offer for sale, and sell products bearing and/or using counterfeit and infringing trademarks in violation of Plaintiff's respective rights;
2. There is good cause to believe that more counterfeit and infringing products bearing and/or using Plaintiff's trademarks will appear in the marketplace; that consumers are likely to be misled, confused, and/or disappointed by these products; and that Plaintiff may suffer loss of sales for its genuine products; and
3. There is good cause to issue this Order without notice under FRCP Rule 65(b)(1), because Plaintiff has presented sufficient facts that immediate and irreparable injury, loss, or damage will result to the movant before the adverse parties can be heard in opposition. In the absence of an *ex parte*

Order, Defendant could and likely would move any assets from accounts in financial institutions under this Court's jurisdiction to offshore accounts.

- C. The balance of potential harm to Defendant in restraining its trade in counterfeit and infringing branded goods if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiff, its reputation, and its goodwill if such relief is not issued.
- D. The public interest favors issuance of the temporary restraining order to protect Plaintiff's trademark and copyright interests and protects the public from being defrauded by counterfeit goods.
- E. Under 15 U.S.C. § 1117(a), Plaintiff may recover, as an equitable remedy, the illegal profits gained through Defendant's distribution and sales of goods bearing and/or using counterfeits and infringements of Plaintiff's Trademarks. *See Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992) (quoting *Fuller Brush Prods. Co. v. Fuller Brush Co.*, 299 F.2d 772, 777 (7th Cir. 1962) ("An accounting of profits under § 1117(a) is not synonymous with an award of monetary damages: '[a]n accounting for profits . . . is an equitable remedy subject to the principles of equity.'")).
- F. Requesting equitable relief "invokes the district court's inherent equitable powers to order preliminary relief, including an asset freeze, in order to assure the availability of permanent relief." *Levi Strauss & Co.*, 51 F.3d at 987 (11th Cir. 1995) (citing *Federal Trade Commission v. United States Oil & Gas Corp.*, 748 F.2d 1431, 1433-34 (11th Cir. 1984)).

G. Considering the inherently deceptive nature of the counterfeiting business, and the likelihood that Defendant has violated federal trademark laws, Plaintiff has good reason to believe Defendant will hide or transfer its ill-gotten assets beyond the jurisdiction of this Court unless those assets are restrained.

H. Upon review of Plaintiff's Amended Complaint, the Motion, and supporting evidentiary submissions, it is hereby **ORDERED and ADJUDGED** that Plaintiff's Motion (DE [28]) is **GRANTED**, according to the terms set forth below:

TEMPORARY RESTRAINING ORDER

1. Defendant, its officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with Defendant 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 Defendant or Defendant's goods are affiliated with, connected to, or sponsored by Plaintiff;
- f. committing any acts calculated to cause consumers to believe that Defendant's 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 end up 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 Defendant's goods are the goods of Plaintiff or that there is any affiliation or connection between Plaintiff or its goods and 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 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 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 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;

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 Defendant (“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 before 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 Defendant, or in connection with Defendant’s 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 Defendant, its 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 Defendant's operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Internet Stores and Defendant's financial accounts, including Defendant's sales and listing history related to their respective Internet Stores; and
 - c. any financial accounts owned or controlled by Defendant, including its 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., Afiliac 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 privacyguardian.org, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or before 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 Defendant 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 Defendant's 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 Defendant by third parties; and
- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendant's assets until further order by this Court.

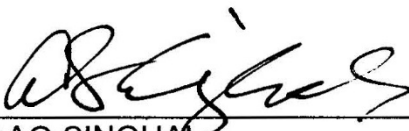
7. Plaintiff must provide notice to Defendant of any motion for preliminary injunction as required by Rule 65(a)(1).

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. Defendant 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 and shall remain in effect for fourteen (14) calendar days. Any motion to extend this Order must be filed by **August 12, 2025.**

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 1st day of August 2025.



RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished counsel via CM/ECF

SCHEDULE A

NO	SELLER NAME	ONLINE MARKETPLACE
1.	menweary	https://www.menweary.com