

**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.

**SEALED AMENDED¹ TEMPORARY RESTRAINING ORDER
AND ASSET RESTRAINT ORDER**

THIS CAUSE is before the Court upon Plaintiff’s Motion to Amend and Extend Temporary Restraining Order (“Motion”), ECF No. [18], filed on August 8, 2025. The Court granted the Motion on August 11, 2025 and stated that a separate amended Order was to follow. ECF No. [21] at 2. For the reasons set forth below, the Motion is granted.

I. BACKGROUND

Plaintiff is the registered owner of the wordmark “GODZILLA”, among others. ECF No. [1] ¶ 9. Toho’s registered trademarks include those with U.S. Registration Nos. 2,360,489; 4,183,291; and 7,245,324 (“GODZILLA Trademarks”). *Id.* Plaintiff also owns the rights to valuable copyrighted content (“GODZILLA Works”), including several motion picture films. *Id.* ¶ 13. The GODZILLA Works are protected by copyright registrations, including those with the

¹ This Order Amends the Temporary Restraining Order, Temporary Asset Restraint Order, ECF No. [12], entered on July 29, 2025.

following registration numbers. PA0000187943; PA0000595595; PA0000785448; PA0000796964; PA0000796966; PA0000967584; PA0001035743; PA0001036332; and PA0001151212. *Id.* No one other than Plaintiff and Plaintiff's licensees is authorized to manufacture, import, export, advertise, create derivative works from, offer for sale, or sell any goods utilizing the GODZILLA Works without the express written permission of Plaintiff. *Id.* ¶ 19. The Plaintiff has not licensed or authorized any of the Defendants to use the GODZILLA Trademarks, and none of the Defendants are authorized retailers of the Plaintiff's genuine goods. *Id.* ¶ 30.

Plaintiff has identified numerous websites and marketplace profiles associated with the Defendant Internet Stores on third-party platforms, such as Amazon or Walmart.com. *Id.* ¶ 22. Defendants use the Defendant Aliases and the Defendant Internet Stores to advertise, offer for sale, sell, and import infringing products to consumers in this District and throughout the United States. *Id.* These third-party platforms also generally do not require a seller to identify any underlying business entity, thus single infringers can create multiple profiles and e-commerce stores that appear unrelated even though they are commonly owned and operated. *Id.* Each Defendant is an individual or business entity of unknown corporate organization and/or structure which, according to the Plaintiff's pre-suit investigation, reside outside the United States. *Id.* ¶ 20. Each Defendant conducts business throughout the United States, including within this District, through the operation of online enterprises such as each Defendant's internet store. *Id.*

Each of the Defendants unfairly benefits from operating in the midst of a swarm of other infringers, each individually, and all collectively, violating Plaintiff's registered trademarks and/or copyrights with impunity through misuse of e-commerce. *Id.* ¶ 32. This is the strategy that counterfeiters use to evade enforcement efforts, thus keeping their operations moving, because

there is too much of a swarm to go after them individually, and because as one gets shut down, the counterfeiter can open five more, and transfer money in between them if noticed of a suit like this one. *Id.*

The combined effects of multiple infringers operate uniquely to cause a mass harm to the Plaintiff that one infringer alone would not be able to cause. *Id.* ¶ 35. This is because the mass infringement of Plaintiff's trademarks causes an excessive amount of confusion in the market, drives up the price of educating consumers about the legitimate brand, and diverts a large amount of website traffic to counterfeiters, rather than the Plaintiff. *Id.*

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. DISCUSSION

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

1. This Court 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. ECF No. [9-5] ¶ 11-12. 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 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”). ECF Nos. [9-1] ¶ 12; [9-5] ¶¶ 16-17.
2. Plaintiff has demonstrated a substantial likelihood of success on the merits of its claims for Trademark Infringement and Counterfeiting (Count I), False Designation of Origin (Count II), Common Law Trademark Infringement (Count III), Common Law Unfair Competition (Count IV), and Copyright Infringement (Count V). ECF No. [1]. The gravamen for each of these claims is the unauthorized use of Plaintiff’s GODZILLA Trademarks and Copyrights to sell, advertise, display, or offer to sell Defendants’ Counterfeit GODZILLA Products. ECF No. [9] at 12. Plaintiff has a strong probability

of proving at trial that consumers are likely to be confused by Defendants' Counterfeit GODZILLA Products.

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

- a. Defendants create numerous Internet Stores with the intent to have them appear to be selling genuine products, while actually selling unauthorized and unlicensed Counterfeit GODZILLA Products to unknowing consumers. *Id.* at 2.
- b. Defendants are creating a false association in the minds of consumers between the Defendants and Plaintiff by deceiving consumers into believing that the Counterfeit GODZILLA Products for sale on Defendants' Internet Stores are Plaintiff's genuine products or associated with or authorized by Plaintiff. *Id.* at 8-9.
- c. In the absence of a temporary restraining order without notice, each Defendant can and likely will move any assets from U.S.-based bank accounts and take other steps to evade enforcement, such as redirecting traffic to other websites they control. *Id.* at 9.
- d. Defendants' unauthorized use of Plaintiff's GODZILLA Trademarks and GODZILLA Copyrights has and continues to irreparably harm Plaintiff through

diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. *Id.* at 16. The extent of the harm to Plaintiff's reputation and the goodwill associated therewith and the possible diversion of customers due to loss of confidence in the GODZILLA brand are both irreparable and incalculable, thus warranting an immediate halt to Defendants' infringing activities through injunctive relief. *Id.*

4. The balance of potential harm to the Defendants in restraining their trade in counterfeit products if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiff, its reputation, and its goodwill as a distributor of quality products if such relief is not issued. The public is currently under the false impression that Defendants are operating their e-commerce stores with Plaintiff's approval and endorsement. *Id.* at 17. Therefore, Defendants have been profiting from the sale of Counterfeit GODZILLA Products. *Id.* Thus, the balance of equities tips decisively in Plaintiff's favor. *Id.*
5. A temporary restraining order would not only protect the value of Plaintiff's GODZILLA brand and intellectual property but also serves to protect consumers against being duped into purchasing the Counterfeit GODZILLA Products under the misleading representations that they are securing authentic GODZILLA brand products from an authorized source. *Id.* at 17-18. Accordingly, the entry of a temporary restraining order is in the public interest.

IV. CONCLUSION

Accordingly, it is **ORDERED AND ADJUDGED** that Plaintiff's Motion to Amend and Extend Temporary Restraining Order ("Motion"), ECF No. [18], is **GRANTED** as follows:

TEMPORARY RESTRAINING ORDER

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;
- 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 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, Defendants 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.
- d. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat 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, the Defendant Domain Names shall be disabled and made inactive and untransferable until further order by this Court.

4. 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.

5. 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.

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

7. 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.

8. This Order shall remain in effect until August 25, 2025. Because the TRO was originally entered on July 28, 2025, ECF No. [12], Plaintiff will not be entitled to any extensions beyond the maximum 28 days from the TRO's initial entry. Fed. R. Civ. P. 65(b)(2).

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. The Clerk shall file this Order under seal until further order of the Court.

DONE AND ORDERED in Chambers at Miami, Florida, on August 13, 2025.



BETH BLOOM
UNITED STATES DISTRICT JUDGE

Copies to:
Counsel of Record

SCHEDULE A

NO.	SELLER NAME	ONLINE MARKETPLACE
1.	GFsafasfvafv	https://www.walmart.com/seller/102495060
2.	ADASJDFVDSGG	https://www.walmart.com/seller/102495318