

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.

PRELIMINARY INJUNCTION ORDER¹

THIS CAUSE comes before the Court on Plaintiff Toho Co., Ltd.'s ("Plaintiff") Motion for Preliminary Injunction (the "Motion") (DE [33]) against the Defendant's fully interactive e-commerce store² (the "Internet Store") operating under the domain name identified in Schedule A to the First Amended Complaint. After reviewing the Motion and the accompanying record, this Court **GRANTS** Plaintiff's Motion as follows:

The singular Defendant was provided notice in accordance with the Temporary Restraining Order ("TRO") entered on August 4, 2025, and appeared through learned counsel at the scheduled Motion hearing. The Parties having previously agreed to an Asset Restraint, then agreed at the hearing to the entry of a Preliminary Injunction based on the same evidence the Court had considered in granting the previous motion for TRO.

¹ The Court, in granting this Order, has adopted the language proffered save for minor changes.

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

The Court separately finds that it has personal jurisdiction over Defendant because Defendant directly targets its 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, offer 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,” collectively).

In this case, Plaintiff presented screenshot evidence that the Defendant is reaching out to do business with Florida residents by operating the Internet Store that uses, without authorization, Plaintiff’s IP. Through this Internet Store, Florida residents can and do purchase Counterfeit GODZILLA brand products utilizing Plaintiff’s trademarks and copying the subject matter of Plaintiff’s copyrights, which leads consumers to think they are purchasing Plaintiff’s legitimate products. See (DE [29-1], DE [29-2]) (including screenshot evidence and internet link confirming that the Defendant’s Internet Store displays the Plaintiff’s IP without authorization in connection with offering the Counterfeit GODZILLA Products and it stands 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 Defendant on its Internet Store 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. Defendant, its officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with it 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 are 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 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 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;
- 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 Defendant's products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

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.

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, 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

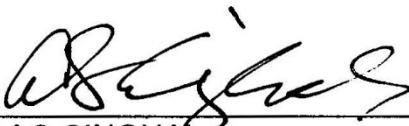
b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendant's assets until further order by this Court.

5. All previous Sealed Plaintiff's Pleading(s) and documents in this case are **UNSEALED**.

6. The Defendant that is 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 Preliminary Injunction Order is **ENTERED** at Fort Lauderdale on this 30th day of August, 2025.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 30th day of August 2025.



RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished counsel via CM/ECF

SCHEDULE A

DEFENDANT NUMBER	DEFENDANT NAME	DEFENDANT'S INTERNET STORE
1	mensweary	https://www.menweary.com