

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

CASE NO.:

TOHO CO., LTD.,

Plaintiff,

v.

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

Defendants.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiff Toho Co., Ltd. ("Toho" or "Plaintiff"), hereby files its Complaint for trademark and copyright infringement against Defendants, the Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations identified on Schedule "A", (collectively, the "Defendants") and in support of its claims alleges as follows:

JURISDICTION AND VENUE

1. This is an action for damages and injunctive relief for federal trademark infringement and false designation of origin under the Lanham Act, 15 U.S.C. §§ 1114, 1116, 1121, 1125(a), and 1125(d), The All Writs Act, 28 U.S.C. § 1651(a); 15 U.S.C. § 1051, et seq.; Florida common law unfair competition; Florida common law trademark infringement; and copyright infringement under the Federal Copyright Act, 17 U.S.C. §101, et seq.

2. This Court has original subject matter jurisdiction under 28 U.S.C. § 1331, 28 U.S.C. § 1338(a)-(b), and 15 U.S.C. § 1121. This Court has supplemental jurisdiction pursuant to

28 U.S.C. § 1367(a) over Plaintiff's state law claims because those claims are so related to the federal claims that they form part of the same case or controversy.

3. This Court may exercise personal jurisdiction over each Defendant because each Defendant directly targets business activities towards consumers throughout the United States, including Florida, through at least the fully interactive e-commerce stores (the "Internet Stores") with the specific URLs identified in Schedule "A" (the "Seller Aliases") attached hereto as **Exhibit 1**. Specifically, Defendants have targeted sales to the United States by operating these e-commerce stores that target United States consumers, offering to ship to the United States, accepting payment in U.S. dollars and have sold products using Plaintiff's federally registered trademark and copyrights.

4. Furthermore, the common law violations under Florida law provide a basis for long-arm jurisdiction over each Defendant under Florida Statutes §§ 48.193(1)(a) and 48.193(1)(b), as each Defendant has committed torts within Florida through unfair competition with Plaintiff.

5. Each Defendant is properly subject to jurisdiction in the United States because each is a foreign entity with sufficient contacts here, as they systematically offer counterfeit items through the Amazon platform. This systematic offering of counterfeit items for sale makes it reasonably foreseeable that they would be called to answer in a court within the United States, ensuring that the exercise of jurisdiction in this Court aligns with due process.

6. Venue is proper in this district under 28 U.S.C. § 1391 because the Defendants are subject to this Court's personal jurisdiction and none of the Defendants, based on a pre-suit investigation, are residents of the United States. Each Defendant is engaged in infringing activities and causing harm within the Southern District of Florida by advertising, offering to sell, selling

and/or shipping infringing products to consumers in this district. This Court is the proper jurisdiction and venue under Federal Rule of Civil Procedure 4(k).

THE PLAINTIFF

7. Toho is a Japanese film, theater production and distribution company. TOHO's most famous creation is Godzilla, a prehistoric reptilian monster awakened and powered by nuclear radiation. Godzilla was introduced by TOHO in 1954, and the Godzilla franchise has been recognized by the Guiness Book of World Records as the longest continuously running movie franchise worldwide. The popularity of the films has led to the franchise expanding to other media, such as television, music, literature and video games.

8. The GODZILLA brand has become one of the most recognizable symbols of Japanese pop culture worldwide. TOHO develops, markets, sells and distributes GODZILLA brand products. TOHO is the official source of GODZILLA products:



<https://godzilla.com/>

9. Toho is the registered owner of the wordmark “GODZILLA”, among others. Toho’s registered trademarks include those with U.S. Registration Nos. 2,360,489; 4,183,291; and 7,245,324 (the “GODZILLA Trademarks”). Copies of the trademark registrations for the GODZILLA Trademarks are attached hereto as **Exhibit 2**.

10. The GODZILLA Trademarks have been the subject of substantial and continuous marketing and promotion by Toho. Toho has and continues to widely market and promote the GODZILLA Trademarks in the industry and to consumers. Toho’s promotional efforts include — by way of example, but not limitation — substantial print media, the GODZILLA website and social media sites, and point of sale materials.

11. The GODZILLA Trademarks are distinctive and identify the merchandise as goods from Plaintiff. The registrations for the GODZILLA Trademarks constitute *prima facie* evidence of their validity and of Plaintiff’s exclusive right to use the GODZILLA Trademarks pursuant to 15 U.S.C. § 1057(b).

12. The GODZILLA Trademarks qualify as famous marks, as that term is used in 15 U.S.C. §1125 (c)(1) and has been continuously used and never abandoned.

13. Toho also owns the rights to valuable copyrighted content (the “GODZILLA Works”), including several motion picture films. The GODZILLA Works are protected by copyright registrations, including, those with the following registration nos.: PA0000187943; PA0000595595; PA0000785448; PA0000796964; PA0000796966; PA0000967584; PA0001035743; PA0001036332; and PA0001151212. Copies of the copyright registrations for the GODZILLA Works are attached hereto as **Exhibit 3**.

14. Toho has expended substantial time, money, and other resources in developing, advertising, and otherwise promoting the GODZILLA Works. As a result, products associated

with the GODZILLA Works are recognized and exclusively associated by consumers, the public, and the trade as products authorized by Plaintiff.

15. The copyright registrations for the GODZILLA Works are valid, subsisting, and in full force and effect.

16. Plaintiff has invested substantial time, money, and effort in building up and developing consumer awareness, goodwill, and recognition in the GODZILLA Works.

17. The success of the GODZILLA Works is due in large part to Plaintiff's marketing, promotional, and distribution efforts.

18. As a result of Plaintiff's efforts, the quality of the GODZILLA products, the promotional efforts for Plaintiff's products and designs, press and media coverage, and social media coverage, members of the public have become familiar with the GODZILLA Works and associate them exclusively with Plaintiff.

19. Plaintiff has made efforts to protect Plaintiff's interests in and to the GODZILLA Works. No one other than Plaintiff and Plaintiff's licensees are authorized to manufacture, import, export, advertise, create derivative works, offer for sale, or sell any goods utilizing the GODZILLA Works without the express written permission of Plaintiff.

THE DEFENDANTS

20. The Defendants are individuals and business entities of unknown corporate organization and/or structure who own and/or operate one or more of the Internet Stores under the Seller Aliases identified on Schedule "A". Based on Plaintiff's pre-suit investigation of the Internet Stores, the Defendants reside and/or operate outside the United States. On information and belief, the Defendants redistribute products from the same or similar sources in those locations, and/or ship their goods from the same or similar sources to consumers. However, Defendants conduct

business throughout the United States, including within Florida and in this District, through the operation of online enterprises such as the Internet Stores.

21. Plaintiff's pre-suit investigation has revealed that each of the Defendants has provided either false or inaccurate business names and addresses or no information at all on their Internet Stores. Such tactics are used to conceal their true identities, the full scope of their infringing operations and their relatedness to the other Defendants. This makes it virtually impossible for Plaintiff to discover the Defendants' true identities and the interworking of their infringement network scheme. .

BACKGROUND INFORMATION

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.¹ Defendants are not required to identify the underlying business entity or true identity of persons or entities related to the Online Stores, thus infringers are able to create multiple e-commerce stores that appear unrelated even though they are commonly owned and operated.²

23. According to an intellectual property rights seizures statistics report issued by U.S. Customs and Border Protection ("CBP"), the manufacturer's suggested retail price (MSRP) of goods seized by the U.S. government in fiscal year 2021 was over \$3.3 billion, an increase of 152% over the previous Fiscal Year.³

¹ U.S. Department of Homeland Security, Report on Combating Trafficking in Counterfeit and Pirated Goods, January 24, 2020, (available at: https://www.dhs.gov/sites/default/files/publications/20_0124_plcy_counterfeit-pirated-goods-report_01.pdf).

² *Id.* at 39.

³ Intellectual Property Rights Seizure Statistics, Fiscal Year 2021, at p. 5 (available at: <https://www.cbp.gov/sites/default/files/assets/documents/2022-Sep/202994%20->

24. CBP reports that the vast majority of its intellectual property seizures correspond to smaller international mail and express shipments, such as those used by the Defendants.⁴ CPB also reports that “[t]rade in counterfeit and pirated goods threatens America’s innovation economy, the competitiveness of our businesses, the livelihoods of U.S. workers, and, in some cases, national security and the health and safety of consumers.”⁵

25. Plaintiff has identified numerous e-commerce stores using without authorization, the GODZILLA Trademarks and GODZILLA Works. *See* the Seller Aliases on Schedule “A”. Each Defendant uses their Internet Stores to advertise, offer for sale, sell, and import infringing products to consumers in this District and throughout the United States.

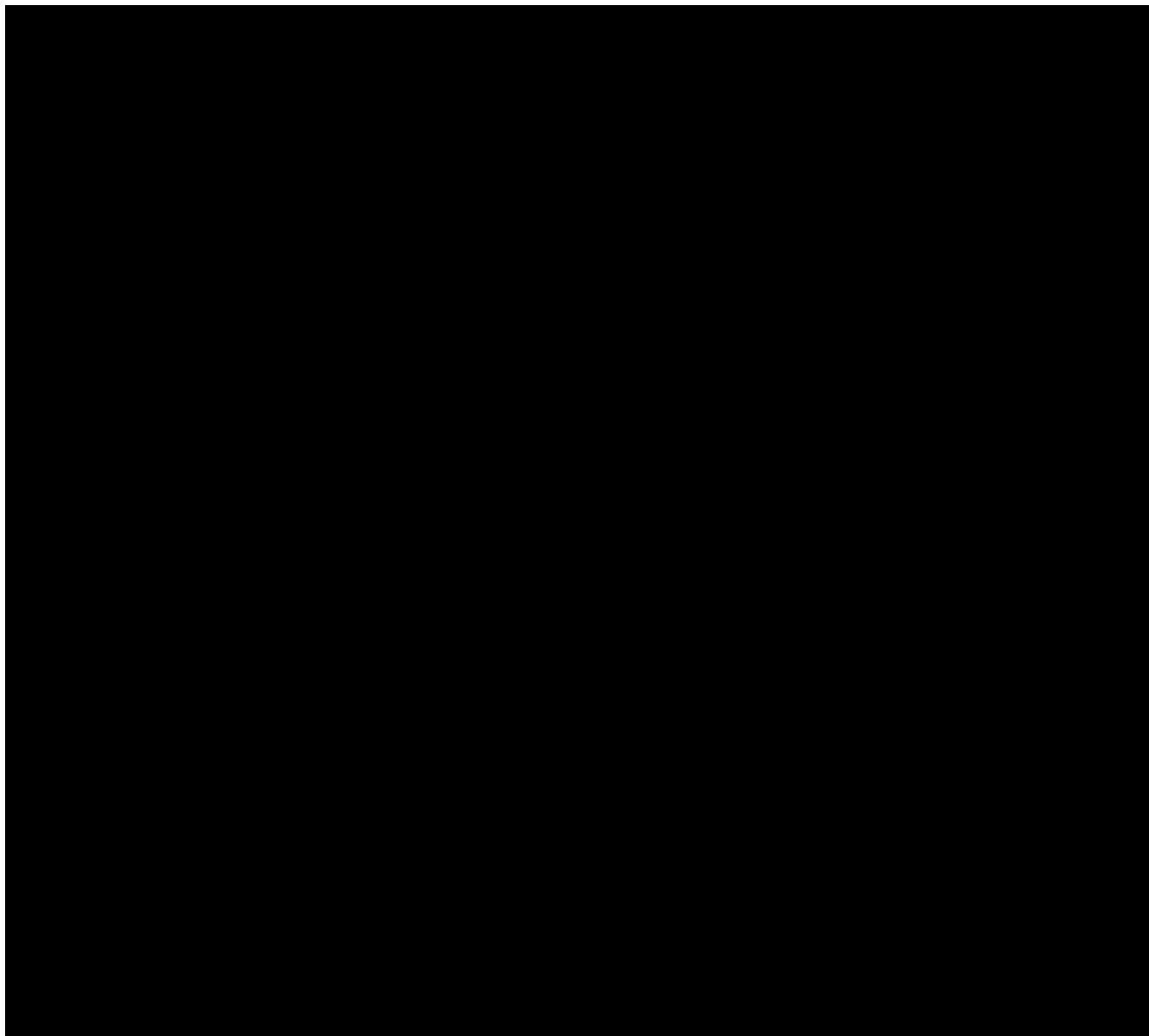
26. The Defendants are each advertising, promoting, offering for sale and/or selling infringing products using Plaintiff’s GODZILLA Trademarks in the description of goods and displaying the GODZILLA Works on their Internet Stores. Screenshots of the Defendants’ Internet Stores are attached hereto as **Exhibit 4**.

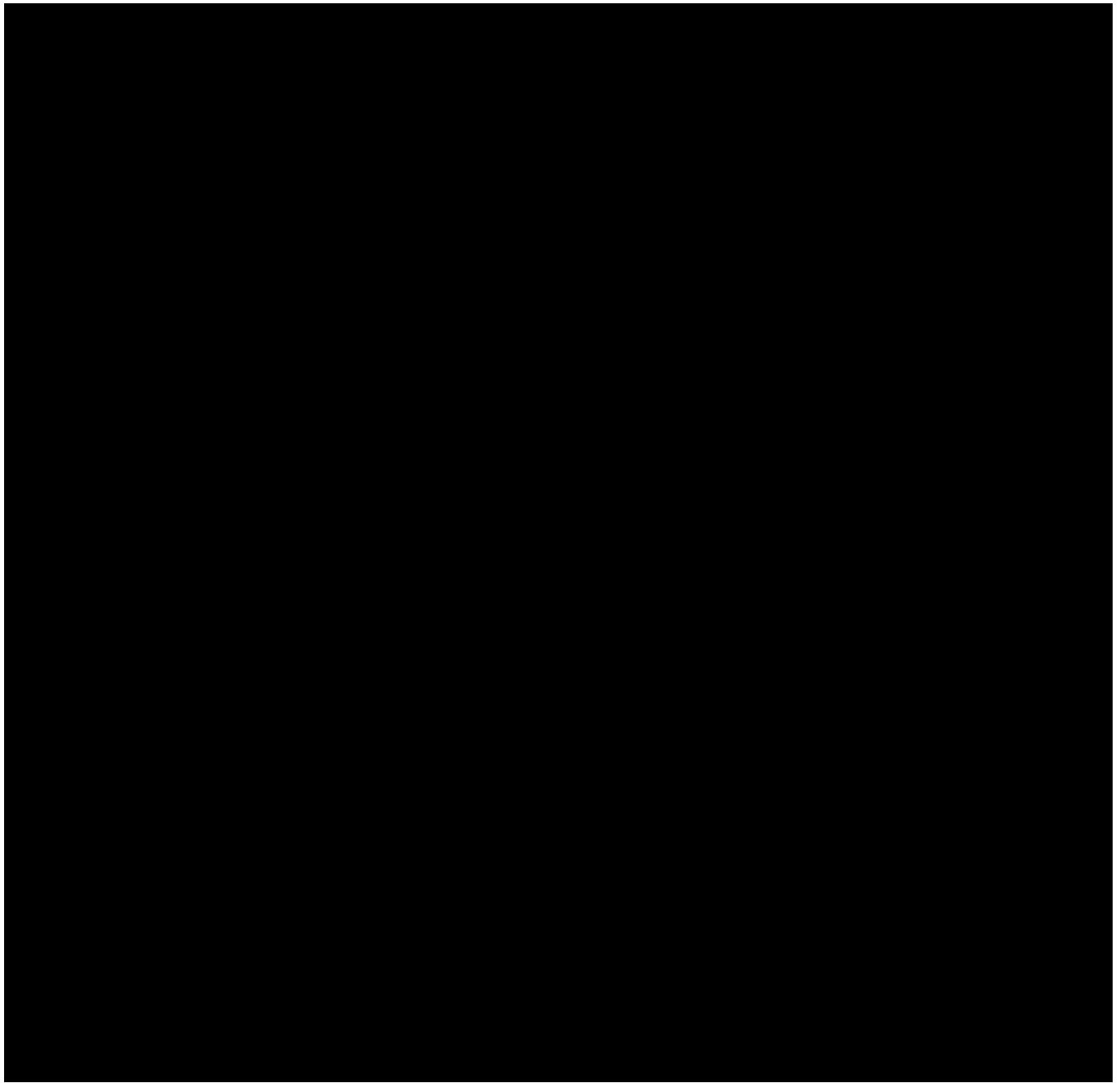
27. Further, the table below shows marketing photographs for the counterfeit products from each Defendant’s Internet Stores:

%20FY%202021%20IPR%20Seizure%20Statistics%20BOOK.5%20-%20FINAL%20%28508%29.pdf)

⁴ *Id.* at 37.

⁵ See <https://www.cbp.gov/trade/priority-issues/ipr>.





28. The Defendants are using the GODZILLA Trademarks and GODZILLA Works to initially attract online consumers and drive them to their e-commerce stores operating under the Seller Aliases. The Defendants' use of the wordmark "GODZILLA" is identical in sight, spelling, sound, meaning and commercial impression to Plaintiff's GODZILLA Trademarks. The Defendants also use the GODZILLA Woks in advertising their inferior, unauthorized products for

sale through their Internet Stores to deceive consumers into believing their purchases are from an authentic and authorized source.

29. The Defendants are actively using, promoting and otherwise advertising, distributing, offering for sale and/or selling substantial quantities of their infringing goods with the knowledge and intent that such goods will be mistaken for the genuine, high-quality goods offered for sale by Plaintiff despite their knowledge that they are without authority to use the GODZILLA Marks and GODZILLA Works. The Defendants' actions are likely to cause confusion of consumers at the time of initial interest, sale, and in the post-sale setting, who will believe the Defendants' goods are genuine goods originating from, associated with, and/or approved by Plaintiff. The Defendants facilitate sales by opening the e-commerce stores operating under the Seller Aliases so that they appear to unsuspecting customers to be authorized online retailers of genuine GODZILLA products -The Internet Stores operating under the Seller Aliases appear legitimate and accept payment in U.S. dollars and/or funds from U.S. bank accounts via credit cards, Alipay, Amazon Pay, and/or PayPal.

30. As mentioned above, such seller alias registration patterns are one of many common tactics used by e-commerce store operators like the Defendants to conceal their identities and the full scope and interworking of their infringement operation, and to avoid being shut down. Operating under various seller aliases also gives the impression that the Defendants are multiple, separate entities when listed on a Schedule "A" enforcement action. By giving the appearance that the seller aliases are all unrelated entities, infringers, like the Defendants, know they are creating a potential joinder issue for any multi-defendant enforcement effort, thereby further thwarting facing liability.

31. The Defendants' intentional technique of hiding behind multiple Seller Aliases to make enforcement more difficult is used to perpetuate illegal counterfeiting activities. Absent joinder of each Defendant, the Defendants' strategy to avoid liability will be effective because individual lawsuits are costly to file and burden the courts. Hence, each Defendant is joined in this action because it is highly likely that they are working with the other Defendants or are not separate entities, and that they are only listed as separate entities to avoid enforcement of copyright and trademark law.

32. Each of the Defendants unfairly benefits from operating in the midst of a swarm of other infringers, each individually, and all collectively, infringing on Plaintiff's intellectual property and/or through misuse of e-commerce. This is a strategy that counterfeiters use to evade enforcement efforts, thus keeping their operations moving, because the swarm is too large to go after 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.

33. The e-commerce stores operating under the Seller Aliases include other notable common features such as use of the same website host, design and layout, keywords, advertising tactics, similarities in the goods offered and their prices, and/or the use of the same text and images. Additionally, the products offered for sale by the Seller Aliases bear similar irregularities, suggesting that the Defendants' products were manufactured by and come from a common source and that the Defendants are interrelated.

34. The Defendants' unauthorized use and counterfeiting of the GODZILLA Works in connection with the advertising, distribution, offering for sale, and sale of infringing products, including the sale of infringing products into Florida, is likely to cause and has caused confusion, mistake, and deception by and among consumers and has irreparably harmed Plaintiff.

35. Plaintiff has not licensed or authorized the Defendants to use the GODZILLA Trademarks and none of the Defendants are not authorized retailers of Plaintiff's genuine goods.

36. By their actions, the Defendants are causing harm to Plaintiff and the consuming public by (i) depriving Plaintiff of its right to fairly compete for space online and within search engine results and reducing the visibility of Plaintiff's genuine goods on the Internet, (ii) causing an overall degradation of the value of the goodwill associated with the GODZILLA Trademarks and GODZILLA Works, and (iii) increasing Plaintiff's overall cost to market its goods and educate consumers about its brand via the Internet.

37. The Defendants' payment and financial accounts linked to their Internet Stores to accept, receive, and deposit profits from Defendants' infringing, and unfairly competitive activities connected to their Seller Aliases. Each Defendant is likely to transfer or conceal their assets to avoid payment of any monetary judgment awarded to Plaintiff. Therefore, Plaintiff has no adequate remedy at law because there will be no money within the Court's jurisdiction to award to Plaintiff when it prevails on its claims, unless there is injunctive relief over the funds already held by the Internet Stores.

38. Further, Defendants are, upon information and belief, likely to transfer or secret their assets to avoid payment of any monetary judgment awarded to Plaintiff. Therefore, Plaintiff has no adequate remedy at law.

39. Plaintiff is suffering irreparable injury and has suffered substantial damages because of the Defendants' unauthorized and wrongful use of the GODZILLA Trademarks and GODZILLA Works. If the Defendants' infringing and unfairly competitive activities are not preliminarily and permanently enjoined by this Court, Plaintiff and the consuming public will continue to be harmed while Defendants wrongfully earn a substantial profit.

COUNT I
TRADEMARK INFRINGEMENT AND COUNTERFEITING (15 U.S.C. § 1114)

40. Plaintiff realleges and incorporates by reference the allegations set forth above in paragraphs 1-39.

41. This is an action for trademark infringement against Defendants based on their use unauthorized use of the GODZILLA Trademarks in commerce in connection with the promotion, advertisement, distribution, offering for sale and/or sale of Defendants' infringing products.

42. Plaintiff is the exclusive owner of the GODZILLA Trademarks. The United States Registrations for the GODZILLA Trademark are in full force and effect.

43. The marks used by Defendants in their promotion, advertising, marketing, offers for sale, and sale of the infringing products are identical with, or substantially indistinguishable from, the registered GODZILLA Trademarks.

44. The GODZILLA Trademarks are highly distinctive marks. Consumers have come to expect the highest quality from Plaintiff's products provided under the GODZILLA Trademarks.

45. The Defendants have sold, offered to sell, marketed, distributed, and advertised, and are still selling, offering to sell, marketing, distributing, and advertising products in connection with the GODZILLA Trademarks without Plaintiff's authorization or permission.

46. On information and belief, the Defendants have knowledge of Plaintiff's rights in the GODZILLA Trademarks and are willfully infringing and intentionally using counterfeits of the GODZILLA Trademarks despite such knowledge.

47. The Defendants' activities constitute willful trademark infringement under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

48. The Defendants' willful, intentional, and unauthorized use of the GODZILLA Trademarks for goods identical, nearly identical, directly competing, and/or overlapping to Plaintiff's GODZILLA Products is likely to cause and is causing confusion, mistake, confusion, and deception as to the quality, origin, sponsorship, or approval of Defendants' products among the general public.

49. The Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages and irreparable harm to Plaintiff and are unjustly enriching the Defendants with profits at Plaintiff's expense.

50. Plaintiff has no adequate remedy at law. Plaintiff has suffered and will continue to suffer irreparable injury and damages because of the Defendants' above-described activities if Defendants are not preliminarily and permanently enjoined. Additionally, the Defendants will continue to wrongfully profit from their unlawful activities.

51. Plaintiff is entitled to injunctive relief in accordance with 15 U.S.C. § 1116(a).

52. Plaintiff is entitled to recover damages as set forth in 15 U.S.C. § 1117(a).

53. Plaintiff is entitled to recover its attorneys' fees pursuant to 15 U.S.C. § 1117(a).

COUNT II
FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a))

54. Plaintiff realleges and incorporates by reference the allegations set forth above in paragraphs 1-39.

55. Plaintiff has used the GODZILLA Marks continuously and consistently for an extended period of time to identify, advertise, promote, and sell the GODZILLA Products, which has indelibly impressed on the minds of the consuming public the impression that Plaintiff's GODZILLA Trademark identifies Plaintiff as the source of all GODZILLA products.

56. The Defendants' promotion, advertising, marketing, offering for sale, and sale of infringing products has created and is creating a likelihood of confusion, mistake, and deception among the general public as to the affiliation, connection, or association with Plaintiff or the origin, sponsorship, or approval of the infringing products by Plaintiff.

57. By using the GODZILLA Trademarks in connection with the sale of the infringing products, the Defendants create a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the infringing products.

58. The Defendants' false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of the infringing products to the general public is a willful violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

59. The Defendants have each caused such goods to enter commerce in the United States with full knowledge of the falsity of such designations of origin and such descriptions and representations, all to Plaintiff's detriment.

60. The Defendants' false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of Defendants' products to the general public involves the unauthorized use of Plaintiff's GODZILLA Trademark and is a willful violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

61. Plaintiff has no adequate remedy at law and, if the Defendants' actions are not enjoined, Plaintiff will continue to suffer irreparable harm to its reputation and the goodwill of its brand.

COUNT III
COMMON LAW TRADEMARK INFRINGEMENT

62. Plaintiff realleges and incorporates by reference the allegations set forth above in paragraphs 1-39.

63. Through its continuous use of the GODZILLA Trademarks, Plaintiff has acquired common law trademark rights in and to the GODZILLA Trademarks.

64. The Defendants adopted and began using the GODZILLA Trademarks after Plaintiff's first use of the GODZILLA Trademarks in the United States. Plaintiff's rights in GODZILLA Trademark are therefore senior to the Defendants' rights.

65. Defendants conduct of promoting, advertising, offering for sale and/or selling goods using the GODZILLA Trademarks constitutes common law trademark infringement.

66. Defendants' infringing activities are likely to cause and are causing confusion, mistake, and deception among consumers as to the origin and quality of Defendants' Products bearing the GODZILLA Trademarks.

67. The Defendants' conduct is causing and, unless enjoyed and restrained by this Court, will continue to cause Plaintiff great and irreparable harm that cannot be fully compensated or measured in a dollar amount. Plaintiff has no adequate remedy at law. As such, Plaintiff is entitled to a preliminary and permanent injunction prohibiting further infringement of the GODZILLA Trademarks.

COUNT IV
COMMON LAW UNFAIR COMPETITION

68. Plaintiff realleges and incorporates by reference the allegations set forth above in paragraphs 1-39.

69. The Defendants are each promoting and otherwise advertising, selling, offering for sale, and distributing products using the GODZILLA Trademarks without authorization or the right to do so. The Defendants are each also infringing on the GODZILLA Trademarks to unfairly compete with Plaintiff for (a) space in search engine results across an array of search terms and/or (b) visibility on the Internet.

70. The Defendants' conduct constitutes unfair competition under the common law of Florida by a deliberate course of conduct, all without authorization, license, privilege, or justification.

71. The Defendants' infringing activities are likely to cause and are causing confusion, mistake, and deception among customers as to the origin and quality of Defendants' products and Defendants' Internet Stores as a whole due to their use of the GODZILLA Trademarks.

72. As a result of the Defendants' acts, Plaintiff has been damaged and will continue to be damaged in an amount not yet determined or ascertainable. At a minimum, however, Plaintiff is entitled to injunctive relief, an accounting of the Defendants' profits, actual damages, punitive damages, attorney's fees and costs, and any and all other relief authorized by law.

COUNT V
COPYRIGHT INFRINGEMENT

73. Plaintiff repeats and incorporates by reference herein its allegations set forth above in paragraphs 1-39.

74. At all relevant times, Toho is, and has been, the owner of all valid and enforceable rights to the GODZILLA Works, which contain copyrightable subject matter under 17 U.S.C. §§ 101 and 501, et seq. Plaintiff owns all exclusive rights, including without limitation the rights to reproduce the GODZILLA Works in copies, to prepare derivative works based upon the copyrighted work, and to distribute copies of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending, the copyright protected works.

75. The GODZILLA Works have significant value and have been produced at considerable expense.

76. The GODZILLA Works are the subject of valid certificates of copyright registrations. Toho has complied with the registration requirements of 17 U.S.C. § 411(a) for the GODZILLA Works.

77. The Defendants do not have any ownership interest in the GODZILLA Works.

78. The Defendants have had access to the GODZILLA Works.

79. Without authorization from Toho, or any right under the law, the Defendants have deliberately copied, displayed, distributed, reproduced and/or made derivative works of the GODZILLA Works, as displayed in relation to the Internet Stores and the corresponding infringing products in violation of 17 U.S.C. § 501 and 17 U.S.C. § 106(1) - (3), (5).

80. The Defendants' images, artwork and derivative works displayed on the Internet Stores are virtually identical to and/or substantially similar to the GODZILLA Works. Such conduct infringes and continues to infringe the GODZILLA Works in violation of 17 U.S.C. § 501 and 17 U.S.C. § 106(1) - (3), (5).

81. The Defendants reap the benefits of the unauthorized copying and distribution of the GODZILLA Works in the form of revenue and other profits that are driven by the sale of Infringing Toho Products.

82. The Defendants have unlawfully appropriated Toho's protectable expression by taking material of substance and value and creating infringing GODZILLA products that capture the total concept and feel of the GODZILLA Works.

83. Upon information and belief, the Defendants' infringement has been willful, intentional, and purposeful, and in disregard of and with indifference to, Toho's rights.

84. The Defendants, by their actions, have damaged Toho in an amount to be determined at trial.

85. As a result of each Defendants' infringement of Plaintiff's exclusive rights under copyrights, Plaintiff is entitled to relief pursuant to 17 U.S.C. §504 and to its attorneys' fees and costs pursuant to 17 U.S.C. §505.

86. The conduct of each Defendant is causing and, unless enjoined and restrained by this Court, will continue to cause Plaintiff great and irreparable injury that cannot fully be compensated or measured in money. Plaintiff has no adequate remedy at law.

87. Pursuant to 17 U.S.C. §§502 and 503, Plaintiff is entitled to injunctive relief prohibiting each Defendant from further infringing Plaintiff's copyrights and ordering that each Defendant destroy all unauthorized copies.

PRAYER FOR RELIEF

WHEREFORE, based on the foregoing, Plaintiff prays for judgment on all Claims of this Complaint against the Defendants as follows:

- 1) Finding that the Defendants have directly infringed the GODZILLA Trademarks under 15 U.S.C. § 1125(a);
- 2) For Judgment in favor of Plaintiff against Defendants that they have: a) willfully infringed Plaintiff's rights in Plaintiff's federally registered copyrights pursuant to 17 U.S.C. §501; and b) otherwise injured the business reputation and business of Plaintiff by Defendants' acts and conduct set forth in this Complaint;
- 3) Entry of temporary, preliminary, and permanent injunctions pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), The All Writs Act, and Federal Rule of Civil Procedure 65 enjoining Defendants, their agents, representatives, employees, and all those acting in concert or participation therewith from:

- a. using the GODZILLA Trademarks or GODZILLA Works or any reproductions, copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offer for sale or sale of any product that is not a genuine Plaintiff product or is not authorized by Plaintiff to be sold in connection with the GODZILLA Trademarks or GODZILLA Works;
- b. passing off, inducing, or enabling others to sell or pass off any product or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the GODZILLA Trademarks or GODZILLA Works;
- c. further infringing the GODZILLA Trademarks or GODZILLA Works and damaging Plaintiff's goodwill;
- d. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not authorized by Plaintiff to be sold or offered for sale, and which directly use the GODZILLA Trademarks or GODZILLA Works, and which are derived from Plaintiff's rights to the GODZILLA Trademarks or GODZILLA Works; and
- e. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores, or any other online marketplace account that is being used to sell products or inventory not authorized by Plaintiff which are derived from Plaintiff's rights to the GODZILLA Trademarks or GODZILLA Works; and
- f. otherwise unfairly competing with Plaintiff.

4) Entry of temporary, preliminary, and permanent injunctions pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), The All Writs Act, and the Court's inherent authority that:

a. enjoins the Defendants and those with notice of the injunction, including, without limitation any online marketplace platforms (the “Third Party Providers”) from participating in, including providing financial, technical, and advertising services or other support to the Defendants in connection with the sale of the infringing products;

b. that, upon Plaintiff’s request, the Third Party Providers who have notice of the injunction, cease hosting, facilitating access to, or providing any supporting service to any and all e-commerce stores for the Seller Aliases; and

c. that, upon Plaintiff’s request, the Third Party Providers for the Seller Aliases who are provided with notice of an injunction issued by this Court, disclose the true identities and any contact information known to be associated with Defendants’ Seller Aliases.

5) Directing Defendants to file with this Court and serve on Plaintiff’s counsel within thirty (30) days after the service on Defendants of the injunction, a report in writing under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

6) Entry of an order requiring Defendants to account for and pay Plaintiff for all profits and damages resulting from the Defendants’ trademark infringing and unfairly competitive activities and that the award to Plaintiff be trebled, as provided for under 15 U.S.C. §1117,

7) Entry of an order requiring Defendants to account for and pay Plaintiff for actual damages or statutory damages pursuant to 17 U.S.C. §504, at the election of Plaintiff, in an amount to be determined at trial;

8) Entry of an award pursuant to 15 U.S.C. § 1117 (a) and (b) of Plaintiff’s costs and reasonable attorneys’ fees and investigative fees associated with bringing this action as well pre and post-judgment interest;

9) Alternatively, Plaintiff requests an award of statutory damages pursuant to 15 U.S.C. § 1117(c)(2) of \$2,000,000 for each and every counterfeit use of the GODZILLA Trademarks;

10) Granting to Plaintiff such further relief as may be equitable and proper.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all issues so triable.

Dated: June 25, 2025

Respectfully submitted,

By: /s/ William R. Brees

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