

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CHRISTOPHER ORLANDO TORRES AND
NYANIFY INC.,

Plaintiffs,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No.: 1:21-cv-06086

Judge Robert W. Gettleman

Magistrate Judge Young B. Kim

PRELIMINARY INJUNCTION ORDER

Plaintiffs CHRISTOPHER ORLANDO TORRES and NYANIFY INC. (collectively, “NYANIFY” or “Plaintiffs”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS NYANIFY’s Motion as follows.

This Court finds NYANIFY has provided notice to Defendants in accordance with the Temporary Restraining Order entered November 16, 2021, [16] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also 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 Illinois. Specifically, NYANIFY has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating

e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of NYANIFY's federally registered trademarks, which are protected by U.S. Trademark Registration Nos. 4,376,980; 4,377,351; and 4,457,316 (collectively the "NYAN CAT Trademarks") and/or products infringing the NYAN CAT copyrights, which are protected by U.S. Copyright Registration Nos. VA 1-798-668; VA 1-798-676; VAu 1-085-556; VAu 1-085-557; VA 1-798-670; VAu 1-085-560; VA 1-798-673; VA 1-839-405; VAu 1-115-641; VA 1-839-409; VAu 1-115-636; VAu 1-085-559; VA 1-798-672; VAu 1-085-563; VA 1-798-674; VA 1-798-675; VAu 1-114-946 and VAu 1-063-390 (collectively, the "NYAN CAT Works") to residents of Illinois. In this case, NYANIFY has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can purchase products using counterfeit and infringing versions of the NYAN CAT Trademarks and NYAN CAT Works. *See* Docket No. 12, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the NYAN CAT Trademarks and NYAN CAT Works.

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. Evidence submitted in support of this Motion and in support of NYANIFY's previously granted Motion for Entry of a TRO establishes that NYANIFY has demonstrated a likelihood of success on the merits; that

no remedy at law exists; and that NYANIFY will suffer irreparable harm if the injunction is not granted.

Specifically, NYANIFY has proved a *prima facie* case of trademark and copyright infringement because (1) the NYAN CAT Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register and the NYAN CAT Works are registered with the U.S. Copyright Office, (2) Defendants are not licensed or authorized to use any of the NYAN CAT Trademarks or NYAN CAT Works, and (3) Defendants' use of the NYAN CAT Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with NYANIFY. Furthermore, Defendants' continued and unauthorized use of the NYAN CAT Trademarks irreparably harms NYANIFY through diminished goodwill and brand confidence, damage to NYANIFY's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, NYANIFY has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. Defendants, their officers, agents, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the NYAN CAT Trademarks and NYAN CAT Works or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine NYANIFY product or not authorized by NYANIFY to be sold in connection with the NYAN CAT Trademarks and NYAN CAT Works;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine NYANIFY product or any other product produced by NYANIFY, that is not NYANIFY's or not produced under the authorization, control, or supervision of NYANIFY and approved by NYANIFY for sale under the NYAN CAT Trademarks and NYAN CAT Works;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of NYANIFY, or are sponsored by, approved by, or otherwise connected with NYANIFY; and
 - d. 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 NYANIFY, nor authorized by NYANIFY to be sold or offered for sale, and which bear any of NYANIFY's trademarks or copyrights, including the NYAN CAT Trademarks and NYAN CAT Works, or any reproductions, counterfeit copies, or colorable imitations.
- 2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
 - 3. Upon NYANIFY's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon"), Alipay US, Inc. and its related companies and affiliates ("Alipay"), and ContextLogic Inc. ("WISH"), shall, within seven (7) calendar days after receipt of such notice, provide to NYANIFY

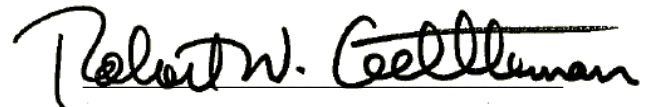
expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:

- 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 Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; 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, Amazon, Alipay, WISH or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon NYANIFY'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 counterfeit and infringing goods using the NYAN CAT Trademarks and NYAN CAT Works.

5. Any Third Party Providers, including WISH, Alipay, and Amazon, 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, the e-mail addresses identified in Exhibit 3 to the Declaration of Christopher Orlando Torres, 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. NYANIFY may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 3 to the Declaration of Christopher Orlando Torres and any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "caiyongliang Store and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.
7. Plaintiffs' Schedule A [2], Exhibit 3 to the Declaration of Christopher Orlando Torres [12], and the TRO [16] are unsealed.

8. 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 Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
9. The Ten Thousand Dollar (\$10,000) bond posted by NYANIFY shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

A handwritten signature in black ink, reading "Robert W. Gettleman". The signature is written in a cursive, flowing style with a horizontal line underneath the name.

Robert W. Gettleman
United States District Judge

Dated: December 13, 2021

Schedule A

No.	Defendants
1	caiyongliang Store
2	chenghang0598
3	chengningbo1457
4	chengyijie05589
5	d4f5f5
6	Daxiezany Pants
7	Drakeyy7
8	fangliang Store me
9	Fengyiyuany
10	friengboom2015
11	fvnidfuiskja
12	G YBUN
13	guoqing083
14	handefei5632
15	haoxuanhao Store
16	huixinsuayuGGG002
17	hujingyi0439
18	huoyimian4112
19	isooef
20	JiaXing9
21	JKJKINGRL
22	KAI.jiajsq
23	kongfanli48618
24	liaoyingjie50304
25	licheng5163
26	licuicui15078
27	liliang1234
28	limiaomiaog
29	lirong43
30	lucheng48002689
31	lxhkdjaisd
32	lxioqwheoiqs
33	mochunli19430
34	Moonlit Solutions
35	mosonsxc
36	necoo
37	nsuvouphvfmyhgn
38	oapzde

39	panchenyu7513
40	Peianouty Bags
41	Philipp Cuny
42	rgmw80mo
43	sajytg
44	sanhsg
45	shanshuiyouyuan
46	Shenghao store
47	stevenlholm
48	surprise lin
49	tanhuali513741
50	thelegendof77
51	tianzhennan0053
52	VikingOnion
53	wangfengmei
54	wanghongfei779
55	wangkk845DD
56	wanglingxia1815
57	WEIHUAIYUANK
58	werqteatgww
59	wutuoxifang
60	xieqingquan666666
61	xiufudeping
62	xkag
63	xuedandan2049
64	xvck
65	yangchao254
66	yanglixia01698
67	yangshufen987
68	yazdeh
69	yinyongqiang45765
70	Zhanghao7838
71	zhangjiaxin46455
72	zhangwanda0049
73	Zhaomengfei668
74	zhaoqifa7963
75	zhengxingjin
76	zhujialong5521
77	alexapetrik
78	AnYueXianFaFuBaiHuoDian
79	assumes

80	BeiJingJingCaiJianZhuGongChengYouXianGongSi
81	Boalent
82	Candicestore Company
83	Coolsy
84	CYXHHKM
85	dddddddddddfsfdfssdf
86	Deconove
87	DeZhouYiGuLiangTianShangMaoYouXianGongSi
88	dong dapansecs
89	dongwanshiyakefanzhuangshiyouxiangongsi253
90	Doublemillion Shop
91	Elevenkill
92	fanquanfengDP
93	Fat tiger's store
94	FeiHuang
95	FengZeQuMoKongBaiHuoShangHang
96	fg4sdf6wen hongming
97	FORTAO
98	FU7CK
99	fujianshenghuayueyouxiangongsi
100	GAo Jie
101	Green Light Happiness
102	Guangzhou Changhao Trading Co., Ltd
103	guangzhoupanyuqunancunhengxieyouriyongpindian
104	gyaogongcheng
105	HAZALUTY-US
106	HeBeiQianLongRenHuaiWenHuaChuanBoYouXianGongSi
107	HeBeiSuiYiShangMaoYouXianGongSi
108	HeBeiXingTeDianQiSheBeiYouXianGongSi
109	HEFEIJINGJIJISHUKAIFAQUWAGANGRIYONGPINJINGYINGBU
110	HGDAGAG-DASG
111	Honell
112	housedector
113	huaibeishixiangshanqulixuwujindian
114	HUANGFANSHOP
115	HuangHH
116	JiaoZuoShangBainShangMaoYouXianGongSi
117	JiShuiXianNieShanBaiHuoDian
118	Judith store
119	kanjianqingguozhengxiangzhongyuanjingong
120	KENADVIUS

121	Kingomig
122	Li Guanghui
123	liangzhenman
124	LIASDIVA
125	lichanggeng
126	lichengqujudibaihuodian
127	lichengqumiruanbaihuodian
128	LIN DONGXIAO
129	Linfeng US
130	lingnaimeijia
131	liuchengshui
132	LiuX
133	LSJCC
134	LZCsjhn
135	Marsplan
136	Meizhou Shengguo Food Co., Ltd.
137	MikiyaStore
138	milier store
139	Minalo
140	panpandianpu
141	Pucheng County Shengxiang Feng Department Store
142	qinhanxinchengkaipingbaihuoshanghang
143	SFLCC
144	ShanDongHuiHaiChangXiangJiaoYuKeJiYouXianGongSi
145	ShanDongZhaoJiGongMaoYouXianGongSi-FanXiangHua
146	shantoushikelinduncanyinguanliyouxiangongsishop
147	shenzhenmaifeiliyiliaoqixieyouxiangongsi
148	shuchengxianchengguanzenzhuanjiaohuafang
149	SHUQINSHOP
150	Silks-Sally
151	SPIRITFREE
152	tangkaiping USA
153	T-aow
154	TIANZO
155	twone
156	WANGYURE
157	Weiding Department Store
158	WeiGuoXingW
159	William Kris
160	WLKJGS
161	xianmengshangyue

162	xihao Department store
163	xintaishiguofengriyongbaihuodian
164	XiYuSiLuBeiJingGuoJiMaoYiYouXianGongSi
165	xuchangfeibodianzikejiyouxiangongsi
166	YaoPengKeJi
167	Yearbeginning
168	yiwuhanke
169	YiWuShiBinBinBaoJieFuWuYouXianGongSi
170	YiWuShiJuXianBaoZhuangYouXianGongSi
171	YiWuShiLanShaMaoYiYouXianGongSi
172	Yuncaierni
173	ZD BDBoy
174	zhang lifa
175	zhangJiaKouZhengZhengRiShangCanYinFuWuYouXianGongS
176	Zhangtingyan
177	Zhehanshangmao
178	ZhongWeiJiuYeJianCaiYouXianGongSi
179	ZhongZeTongHuiGongChengCaiLiaoYouXianGongSi
180	ZIZHUNMAOYI
181	ZouShiHao876
182	杭州与盟医疗技术有限公司
183	重庆法诗顿服饰集团有限公司
184	100 cotton....tshirts Store
185	1993 jianyi Store
186	AdPlus Store
187	Akoma bags Store
188	Bald Governor 0015 Store
189	Bald Governor 006H Store
190	buddha-like Store
191	chinahao Store
192	CityLights Store
193	ColorfulPhoneCase Store
194	Comprehensive wall decoration Store
195	Creative Meng Xinshe
196	Donyi Digital Store
197	DragonZZ Store
198	EasyCase Store
199	Fairview Men's Store
200	Fine-Householdgoods Store
201	Flexible Store
202	Glary Trending Store

203	GuJiaDuo Computer Accessories Mouse Mat Store
204	HDB Store
205	Homly Decorlty Store
206	Hyshop Store
207	KXHM Tempered Glass Store
208	KYKU Second Store
209	LqinXiu Store
210	Luckycharm bags Store
211	Magaic Pins Store
212	Mairuige Boutique Gamer Mouse Mat Store
213	Margot55 Store
214	MC 003 Kids Store
215	Niu Niu Store
216	NKNK 02 Store
217	NoveltyDIY Store
218	OvvO Store
219	QCIV Good Store
220	r sen 001 Store
221	Rong Xing Mobile Phone Accessories Store
222	ShanDi's Store
223	Shop2397041 Store
224	Shop4532003 Store
225	Shop5159045 Store
226	Shop5622141 Store
227	Shop5961093 Store
228	Shop910335161 Store
229	Shop910336331 Store
230	Shop910822005 Store
231	Shop911330071 Store
232	Shop911414656 Store
233	Shop911419384 Store
234	Shop911550094 Store
235	Shop911615106 Store
236	shuyi Store
237	STK Aguo Cases Store
238	STK Awang Cases Store
239	Stylitectly Store
240	Sunray bags Store
241	SuperLi Store
242	Superxx Store
243	Trendy Art Decor Store

244	T-Shirt3 Store
245	Zhenghongkai05 Store
246	ZhengHongKai's Store
247	Zhk07 Store