

FERENCE & ASSOCIATES LLC

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AIRIGAN SOLUTIONS, LLC,

Plaintiff,

v.

YIWU LANHOME JEWELRY CO., LTD.,
NINGBO MATEYNESS HOUSEHOLD CO.,
LTD., JIANGSHAN TOPME IMPORT &
EXPORT CO., LTD., YIWU JOYFUL
COMMODITY FACTORY, HUIZHOU
KANGNING INDUSTRIAL CO., LTD.,
NINGBO HAISHU GREENWELL
COMMODITY INDUSTRIAL CO., LTD.,
HEFEI FENGZHISHENG TRADE CO., LTD.,
NINGBO LIMKONG INTERNATIONAL
TRADE CO, YIWU ALIYOU COMMODITY
LTD., NINGBO JIEWEI KITCHENWARE CO.,
LTD., NINGBO SHENGHUI PLASTIC
TECHNOLOGY CO., LTD., and THE OTHER
INDIVIDUALS, PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON AMENDED SCHEDULE "A",

Defendants.

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Civil Action No.

18-CV-6132 (GHW)

Jury Trial Requested

FILED UNDER SEAL

**SECOND DECLARATION OF BRIAN SAMUEL MALKIN
IN SUPPORT OF PLAINTIFF'S *EX PARTE* APPLICATION
FOR ENTRY OF A TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTION**

I, Brian Samuel Malkin, hereby declare as follows:

1. I am over eighteen (18) years of age. I have never been convicted of a felony or any criminal offense involving moral turpitude, and I am fully competent to testify to the matters stated herein. I have personal knowledge of every statement made in this Declaration and such statements are true and correct.

2. I am one of the attorneys working for Ference & Associates LLC (“the Ference Firm” or “Plaintiff’s Counsel”), legal counsel for Plaintiff, Airigan Solutions, LLC (“Airigan” or “Plaintiff”). I make this declaration in support of Plaintiff’s *Ex Parte* Application for Entry of a Temporary Restraining Order and Preliminary Injunction against Defendants, the Individuals, Partnerships, and Unincorporated Associations identified on **Amended Schedule “A”** to the Amended Complaint.

Electronic Service on Defendants

3. Based upon all the available evidence in this case, Plaintiff has good cause to suspect that the Aliababa.com Defendants are residents of China. With respect to the Defendants who are or might be located in China but whose addresses are currently unknown, I reviewed the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil and Commercial Matters (“Hague Convention”) to which China is a signatory. According to Article I of The Hague Convention, the “convention shall not apply where the address of the person to be served with the document is not known”. A true and correct copy of the Hague Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil and Commercial Matters, and a list of signatory members, are collectively attached hereto as Exhibit 1.

4. From my review, it appears that the Hague Convention does not prohibit electronic service (i.e., electronic direct messaging or e-mail transmission) upon the Defendants, whether their addresses are known or unknown, and the declarations to the Hague Convention filed by China do not appear to expressly prohibit electronic service.

5. Likewise, I have reviewed the question of whether the issuance of an order of process upon Defendants by electronic service pursuant to Fed. R. Civ. P. 4(f) (3) is contrary to or likely to offend the law of the People's Republic of China (the "PRC"). I obtained and reviewed an English language version of the current Chinese Civil Procedure Law downloaded from chinacourt.org, sponsored by the Supreme People's Court of the PRC, <http://en.chinacourt.org/public/detail.php?id=2694> (posted June 3, 2003) (last visited July 12, 2018) (copy attached hereto as Exhibit 2).

6. Based upon my review, it would appear that electronic service is not precluded by the Chinese Law when the whereabouts of the Defendant is known. For example, Article 78 of the Chinese Law provides: "Litigation documents shall be served directly on the recipient of the service."

7. Based upon my review, it would appear that when the whereabouts of a recipient of the service is unknown, electronic service is superior and more likely to reach a Defendant than the method provided by the Chinese Law, Article 84 described as "document shall be served by public announcement".

Plaintiff's Counsel's Investigation of Counterfeit Products

8. As set forth in the *Declaration of Brian Samuel Malkin* ("*Malkin Dec.*"), my first declaration, I am employed as a Principal Attorney by the Ference Firm. Plaintiff hired the Ference Firm to investigate and police manufacturers, wholesalers and/or third-party merchants

offering for sale and/or selling products bearing and/or using counterfeits of Plaintiff's trademark, trade dress, and patent ("Counterfeit Products") on Merchant Storefronts¹ on Alibaba.com, AliExpress.com, Amazon.com, dhgate.com, eBay.com, and wish.com.

9. The Plaintiff trained me and Stanley D. Ference III on how to identify Counterfeit products.

10. Through our investigation, we identified Defendants as offering for sale and/or selling Counterfeit Products through their respective Merchant Storefronts on Alibaba.com, Aliexpress.com, Amazon.com, dhgatge.com, eBay.com, and wish.com.

11. Prior to the filing of the lawsuit, we investigated the Defendants who were/are offering for sale and/or selling Counterfeit Products on the online marketplace platforms other than Alibaba.com ("the Non-Alibaba.com Defendants"). During this investigation, it was confirmed that through their respective User Accounts and Merchant Storefronts, the Non-Alibaba.com Defendants were offering worldwide shipping, and that there was no indication the offered Counterfeit Product in the identified Infringing Listing would not be shipped to New York. Further, we confirmed that each Defendant's Infringing Listing was in English and that U.S. Dollars were accepted for payment.

Counterfeit Products on Alibaba.com

12. Alibaba.com offers an on-line service for enforcing Intellectual Property Rights against sellers on merchant storefronts on Alibaba.com and its affiliate companies including AliExpress.com. This service allows a brand owner, like the Plaintiff, to file their Intellectual Property registrations (such as Trademark Registrations or Patent Registrations or Copyright Registrations) with Alibaba.com through its AliProtect system, report infringers, and request and

¹ The term "Merchant Storefronts" is defined in *Complaint*, ¶ 2 (b).

obtain takedowns of the links that are offering and/or selling Counterfeit Products (“Infringing Listings”). The Merchant Storefronts are not taken down.

13. I used the AliProtect on-line system to enforce the Plaintiff’s Intellectual Property Rights by filing the Plaintiff’s Trademark and Patent Registrations with AliProtect and then reporting Infringing Listings. As described in *Malkin Dec.*, using appropriate criteria I learned from Plaintiff and by reviewing the Plaintiff’s U.S. Patent and Trademark Registrations, I confirmed that each of the reported Infringing Listings contained Counterfeit Products. I then reported the Infringing Listing through the AliProtect System. Once I reported an infringement, the AliProtect System generated a detailed report indicating the name of the merchant (“Supplier Being Complained Of” on the report), the URL of the infringing listing, the reason I filed the complaint of infringement, an activity log showing the processing of my complaint, and a screenshot of the product (“Capture Info” on the report) that was offered in the Infringing Listing. Per the “Activity Log” on the report, the report was automatically delivered. Additionally, for each report I made, the system requested a copy of the IP (i.e., “Patents, Trademarks, Copyright Registrations) to provide to the Supplier Being Complained Of. Conventionally, the Infringing Listing was then removed such that the only evidence of the infringement was the automatically generated report. Further, the Alibaba.com Defendants were no longer offering the Counterfeit Products on the Alibaba.com online marketplace platform.

New Alchemy Limited’s Investigation of Alibaba.com Defendants

14. After the filing of this lawsuit, the Ferece firm retained New Alchemy Limited (“NAL”) to investigate the Defendants operating on Alibaba.com. NAL was retained to obtain evidence that the Alibaba.com Defendants were willing to sell and ship Counterfeit and

Infringing Products to a New York State Address and to identify those Defendants' email addresses and payment accounts.

15. As a result of reviewing User Account(s)² and Merchant Storefront(s), Plaintiff or Plaintiff's Counsel confirmed that the Alibaba.com Defendants were and/or are offering for sale and/or selling Counterfeit Products through their respective User Accounts on their respective Merchant Storefronts. Through visual inspection of the Alibaba.com Defendants' listings for Counterfeit Products, Plaintiff's counsel confirmed that the products that each Aliababa.com Defendant offered for sale and that used virtually identical copies of the NEGG[®] Marks are Counterfeit Products.

16. My review of the Alibaba.com Defendants' Merchant Storefronts and related pages made available by the Defendant at the time I made my infringement reports revealed admissions by each of the Defendants that they target North America for their sales. *See Arnaiz Dec., Ex. 1*, slip sheets labeled "Defendant's Trade Capacity" under slip sheets labeled "Defendant's Storefront". As an example, the first Defendant, Yiwu Lanhome Jewelry Co., Ltd., admits that 20% of its Total Revenue (\$2.5M-\$5.0M US Dollars) is derived from sales into North America. *See id.* For this Defendant, these sales represent the majority of its revenue.

17. Plaintiff's counsel did not instruct NAL to complete the purchases for the Counterfeit Products for the following reasons: 1) most Alibaba.com Defendants sell Counterfeit Products in wholesale quantities only, thereby making the cost to purchase and store Counterfeit Products prohibitive; 2) shipping Counterfeit Products from China requires significant lead times, potentially causing an unnecessary and unreasonable delay in submitting this evidence, and 3) any products originating in China offered for sale by each Alibaba.com Defendant are

² The terms "User Account(s)" is defined in *Complaint*, ¶ 2 (a).

Counterfeit Products because genuine NEGG[®] products are proudly made in the United States and no authorized NEGG[®] products whatsoever are available on Alibaba.com.

18. True and Correct copies of the respective Defendants' Alibaba.com Infringing Listings are included in Exhibit 1 to the Declaration of Jessica Arnaiz underneath the slip sheet labeled "Defendant's Listing for Infringing Products".

Plaintiff's Counsel's Investigation of Infringing Listings on Aliexpress, Amazon, DHgate, eBay.com, and Wish.com

19. Subsequent to the filing of the Complaint, I revisited the Merchant Storefront of each of the Non-Alibaba.com Defendants. I specified a shipping address located in this judicial district ("the Second New York Address") and verified that each Non-Alibaba Defendant provides shipping to the Second New York Address. AliExpress.com, Amazon.com, eBay.com, DHgate.com, and wish.com have comprehensive checkout pages that automatically assign a shipping address to an order based on the address associated with the customer's user account. In each instance, I completed an order form or checkout page for an order of Counterfeit Products, or, if as a result of Plaintiff's policing efforts, a Non-Alibaba.com Defendant was no longer offering for sale the Counterfeit Products through its previously identified listings, I completed an order form or checkout page for an order of another product offered by such Non-Alibaba.com Defendant.

20. As a result of its review of the Non-Alibaba.com Defendants' User Accounts and Merchant Storefront(s), I confirmed that the Non-Alibaba.com Defendants were and/or are still currently offering for sale and/or selling Counterfeit Products through their respective User Accounts, on their respective Merchant Storefronts, and that each Non-Alibaba.com Defendant ships and/or has actually shipped products offered for sale and/or sold to the United States,

including to customers located in New York. No Non-Alibaba.com Defendant, on its respective Merchant Storefront, indicated that its shipping policy varied by product; thus, so long as a Non-Alibaba.com Defendant ships a product to the United States, including to customers located in New York, such Non-Alibaba.com Defendant will and/or would ship Counterfeit Products to the United States, including to customers located in New York.

21. I did not complete the purchases for the following reasons: 1) some Non-Alibaba.com Defendants sell Counterfeit Products in wholesale quantities only, thereby making the cost to purchase and store Counterfeit Products prohibitive; 2) shipping Counterfeit Products from China requires significant lead times, potentially causing an unnecessary and unreasonable delay in submitting this evidence, and 3) Plaintiff's counsel is able to confirm with certainty through the visual inspection of the webpages, without purchase of the Counterfeit Products offered for sale by each Non-Alibaba.com Defendant are, in fact, infringing, particularly given the extremely low prices at which the Non-Alibaba.com Defendants are offering Counterfeit Products, because genuine NEGG[®] products are proudly made in the United States, and the only online marketplaces on which authorized NEGG[®] products are available on are Amazon.com and eBay.com.

Infringing Listings on Aliexpress.com

22. Prior the filing of the Complaint, I used the Alibaba.com AliProtect on-line system to police and complain of Infringing Listings I identified on AliExpress.com. Because I used the AliProtect on-line system for my investigation and reporting of Infringing Listings, the same report format used for the Alibaba.com Defendants was automatically generated for the AliExpress.com Defendants that I complained of to AliProtect.

23. True and correct copies of the AliExpress.com Infringing Listings are attached hereto as Exhibit 3.

Infringing Listings on Amazon.com

24. Prior to the filing of the Complaint, I used Amazon.com's on-line system to police and report Infringing Listings. Amazon's on-line system permitted me to search for the keywords "NEGG" and "egg peeler", review the various Amazon.com listings either offered for sale, planned for sale, or on-sale and visually confirm whether the products were Counterfeit Products. Upon confirmation, I then selected the listing and a reason (i.e., trademark infringement, copyright infringement, patent infringement) and submitted the report to Amazon.com. If the report was accepted, the listing associated with the complaint was eventually removed and in some cases the only evidence of the Infringing Listing is the report on Amazon.com's system that resulted in the takedown of the listing. For example, for the Amazon Defendant Baoblaze, the Counterfeit Product was identified in the Amazon.com system as "Baoblaze Kitchen Essential Egg Peelers Boiled Quail Egg Sheller Remover 4 Colors- [sic.]Black" and the photographs of the Counterfeit Products were shown by the system. However, upon reporting the Counterfeit Products to Amazon.com, the listing and the photographs were permanently removed. Consequently the evidence packet for Defendant Baoblaze does not show a photograph of the Counterfeit Product but only the report made to Amazon.com and status that it was "Accepted" by Amazon.com and removed. Similar evidence is offered for the Amazon.com Defendants Dology Home, Brandon Trollpoe (confirmed as selling the "Anroll" branded Counterfeit Product), and TiLarry.

25. True and correct copies of the Amazon.com Infringing Listings are attached hereto as Exhibit 4.

26. In reviewing each of the Amazon.com Defendants' User Accounts and Merchant Storefronts, I confirmed that an Amazon.com messaging system is available for communicating directly through the Amazon Merchant Storefront name to whomever is selling through the Merchant Storefront. The Amazon.com messaging system offers messages and attachments to be transmitted.

Infringing Listings on DHgate.com

27. While I did police the DHgate.com User Accounts and Merchant Storefronts, I did not file any infringement reports. True and correct copies of the dhgate.com Infringing Listings I identified are attached hereto as Exhibit 5.

28. In reviewing the dhgate.com User Accounts and Merchant Storefronts, I confirmed that a dhgate.com messaging system is available for communicating directly through the dhgate.com Merchant Storefront to whomever is selling through the Merchant Storefront.

Infringing Listings on eBay.com

29. While I did police the eBay.com User Accounts and Merchant Storefronts, I did not file any infringement reports. True and correct copies of the eBay.com Infringing Listings I identified are attached hereto as Exhibit 6.

30. In reviewing the eBay.com Defendants' User Accounts and Merchant Storefronts, I confirmed that an eBay.com messaging system is available for communicating directly through the eBay.com Merchant Storefront name to whomever is selling through the Merchant Storefront.

Infringing Listings on Wish.com

31. The wish.com online system for reporting Counterfeit Products required that the URL of the reported listing be copied into a system window. The system then automatically generated a report that included a screenshot of the Counterfeit Product (“Product”), the “Description”, “More Photos” [of the Counterfeit Product], the “Store Name” [selling the Counterfeit Product], and the Result (i.e. “Approved”). The two automatically generated reports from wish.com were attached to *Malkin Dec., Ex. 8*.

32. True and correct copies of the wish.com Infringing Listings are attached hereto as Exhibit 7. For each wish.com Defendant, the row in which the Infringing Listing originally appeared in the automatically generated report has been isolated in a screen shot and included in a print-out for only that Defendant’s evidence packet.

33. I could not locate any wish.com messaging system for communicating to whoever is selling through the wish.com online marketplace (“Store Name”). Thus, discovery directed to Context Logic, Inc., the Third Party Service Provider, will be needed in order to obtain contact information and communicate with the Defendants selling through their respect Store Names on wish.com.

Anonymity of Merchant Storefronts and User Accounts

34. In my experience policing the Plaintiff’s products, and based upon my review of lawsuits filed by other brand owners, despite the presence of on-line systems for reporting intellectual property infringement to various Third Party Service Providers, sellers of counterfeit and/or infringing products, particularly those sellers whose product listings are removed, merely change the description or photograph and then re-post the listing for the products on their respective Merchant Storefront or modify or create a new User Account and/or Merchant

Storefront and proceed to sell the same product again. Also, taking the listing down, does not prevent a previous buyer of counterfeit products from contacting a Defendant using the messaging system through the Merchant Storefront provided by the Third Party Service Provider and requesting the counterfeit product again. Therefore, takedown of the entire Merchant Storefront is appropriate. I also have noted that the terms of service for a number of the Third Party Service Provider seller agreements prohibit selling counterfeit goods. For example, in Amazon.com's terms of service ("If you sell or supply inauthentic products, we may immediately suspend or terminate your Amazon selling account (and any related accounts) and destroy any inauthentic products in our fulfillment centers at your expense"). Although well meaning, these policies lend themselves to the "whack-a-mole" situation confronting Plaintiff where a seller of Counterfeit Products opens another Merchant Storefront when their original Merchant Storefront is terminated. Accordingly, without court intervention, as requested in this case, the counterfeiting and damage caused by counterfeiting will continue unabated even with the Third Party Service Provider's efforts to curtail counterfeiting.

35. Based upon my personal experience and my review of lawsuits filed by other brand owners, I have learned that the Non-Alibaba.com Defendants selling on the respective Third Party Service Provider Marketplace Storefronts are not required by the Third Party Service Providers to display their registered business name or trade name, contact name, complete address or any other contact information. Thus, sellers like the Non-Alibaba.com Defendants, use the Third Party Service Provider Marketplace Storefronts and User Accounts to anonymously sell their Infringing or Counterfeit Products. Likewise, these Non-Alibaba.com Defendants typically use shipping services like EMS and DHL and ePacket. These shipping

services provide minimal tracking and/or use incomplete or made up return addresses to further secret their identities.

Method of Service upon Defendants

36. In reporting certain Counterfeit Products to Amazon, the Plaintiff or the Plaintiff's counsel received an email report from Amazon.com indicating an email address for communicating with the complained of Amazon.com seller. Plaintiff's counsel would use these email addresses with an RPOST email transmission as a way to serve these Defendants. A true and correct copy of this email report, including identified Defendants (with other names and emails redacted because they are not named Defendants), is attached hereto as Exhibit 8.

37. NAL was able to obtain and confirm email addresses for each of the Alibaba.com Defendants and these would be used to accomplish service.

38. For the remaining Defendants operating on Aliexpress.com, Amazon.com, dhgate.com, and eBay.com, and wish.com, Plaintiff's counsel would make a discovery request to each of the Third Party Service Providers seeking the email addresses associated with each of the respective Defendant's User Accounts and Merchant Storefronts. For each of the email addresses provided for each Defendant, Plaintiff's counsel would provide service upon that Defendant. For those Defendants for whom an email address was not provided, Plaintiff's counsel would use the respective messaging apps, where available, to accomplish service.

Identity and Method of Service upon Parties to be Enjoined

Financial Institutions

39. Based upon my own research and a review of pleadings (including declarations) in multiple past actions by other brand owners, as described above, Amazon Pay is the name of a

payment processing service owned and operated by Amazon Payments, Inc., a Delaware Corporation and Financial Institution with a registered address of Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808, and a licensed money transmitter in the State of New York with a business address of 410 Terry Avenue North, Seattle, Washington 98109-5210 and a DOS Process Address in New York of Corporation Service Company, 80 State Street, Albany, New York, 12207-2543.

40. Based upon my own research and a review of pleadings (including declarations) in multiple past actions by other brand owners, as described above, Alipay is a payment processing service owned and operated by Alibaba Group Holding Ltd.'s affiliate Alipay US, Inc. through the web site Alipay.com. Alipay US, Inc. is a Delaware Corporation with a registered address of The Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 and a DOS Process Address in New York of C/O CT Corporation System, 111 Eighth Avenue, New York, New York 10011.

41. Based upon my own research and a review of pleadings (including declarations) in multiple past actions by other brand owners, as described above, DHPay Inc. is a Delaware Corporation and Financial Institution, with a registered address of Registered Agents, Ltd., 1013 Centre Road, Ste. 403-A, Wilmington, Delaware 19805 and operates a payment processing service through its website dhpay.com.

42. Based upon my own research and a review of pleadings (including declarations) in multiple past actions by other brand owners, as described above, Payoneer Inc. is a Delaware Corporation and Financial Institution, with a registered address of PHS Corporate Services, Inc., 1313 N. Market Street Ste. 5100, Wilmington, Delaware 19801 and a DOS Process Address in

New York of Payoneer, Inc., 150 West 30th Street, Ste 500, New York, New York 10001 and operates a payment processing service through its website payoneer.com.

43. Based upon my own research and a review of pleadings (including declarations) in multiple past actions by other brand owners, as described above, PayPal, Inc. is a Delaware Corporation and a Financial Institution, licensed as a money transmitter by the New York State Department of Financial Services, with offices at 221 North First Street c/o Corporate Legal Department, San Jose, California 95131 and a DOS Process Address in New York of PayPal, Inc., 111 Eighth Avenue, New York, New York 10011 and operates a payment processing service through its website paypal.com.

44. Based upon my own research and a review of pleadings (including declarations) in multiple past actions by other brand owners, as described above, Ping Pong Global Solutions, Inc. is a New York Corporation and Financial Institution with offices at 545 8th Avenue Suite 670, New York, New York 10018 and a DOS Process Address of PingPong Global Solutions, Inc. and operates a payment processing service through its website pingpongx.com.

Third Party Service Providers

45. Based upon my own research and a review of pleadings (including declarations) in multiple past actions by other brand owners, as described above, Alibaba.com and Aliexpress.com are Chinese Based online marketplace and e-commerce platforms owned by Alibaba Group and respectively operated at www.alibaba.com and www.aliexpress.com. Alibaba Group Holding Ltd owns and operates both platforms through its affiliate, Alibaba.com US LLC, a Delaware Corporation with a registered address of Corporation Service Company, 291 Little Falls Drive, Wilmington, Delaware 19808. Alibaba Group Holding Ltd is listed on the New

York Stock Exchange and has submitted to the jurisdiction of the court in other brand owner lawsuits for purposes temporary restraining orders.

46. Based upon my own research and a review of pleadings (including declarations) in multiple past actions by other brand owners, as described above, Amazon.com is an online marketplace and e-commerce platform that is owned and operated by Amazon.com, Inc. and its affiliate, Amazon Services LLC, a Nevada Corporation, and foreign registered limited liability company with a registered address DOS Process Address in New York of Corporation Service Company, 80 State Street, Albany, New York, New York 12207.

47. Based upon my own research and a review of pleadings (including declarations) in multiple past actions by other brand owners, as described above, eBay, Inc. is a San Jose, California Based company that owns and operates the online marketplace and e-commerce platform ebay.com at www.ebay.com. It has an office at 2205 Hamilton Avenue, San Jose, California 95125 and is a foreign registered corporation with a DOS Process Address in New York of C/O C T Corporation System, 11 Eighth Avenue, New York, New York 10011.

48. Based upon my own research and a review of pleadings (including declarations) in multiple past actions by other brand owners, as described above, Wish.com is based in San Francisco, California. It is an online marketplace and e-commerce platform owned by Context Logic, Inc., a Delaware corporation with a registered address of Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808. Based upon my review of other brand owner lawsuits, Context Logic, Inc. has submitted to the jurisdiction of this Court for the purposes of temporary restraining orders.

49. Based upon my own research and review of pleadings (including declarations) in multiple past action by other brand owners, as described above, Dunhuang Group (“Dunhuang”)

is a Chinese Corporation with its principal place of business at 6F Dimeng Commercial Building, No. 3-2 Hua Road, Haidian District, Beijing 10091, China. Dunhuang owns and operates the online marketplace and e-commerce platform at www.dhgate.com. Based upon my research of other brand owners lawsuits, Dunhuang has U.S. Counsel based in New York who have submitted to the jurisdiction of this court for the purposes of temporary restraining orders.

50. Upon information and belief, the Defendants (Revised Schedule 'A'), use the Third Party Service Providers to operate their respective User Accounts and Merchant Storefronts noted individually in each row for each Defendant.

51. Based upon my own research, a review of pleadings (including declarations) in multiple past actions by other brand owners and my past communications with the Third Party Service Providers, my review of the terms and conditions in seller agreements, including definitions of the "Contracting Parties" for the seller agreements, for the Third Party Service Providers, for each of the Third Party Service Providers in the below chart, I reasonably believe that each may be served at the noted contact information, by the following delivery methods, and further reasonably believe that upon service, the Third Party Service Providers will comply with a temporary restraining order ("Order") if one is issued by this Court:

Third Party Service Provider	Platform	Delivery Method, Contact and Address
Alibaba Group Holding Ltd. and Alibaba.com US LLC	Alibaba.com	Delivery of a PDF copy of (1) this Order or (2) a link to a website where Alibaba.com's legal department may download a PDF copy of this Order, via electronic mail to Ms. Jacqueline Ko, Legal Counsel for Alibaba Group at Jacqueline.ko@alibaba-inc.com.

<p>Alibaba Group Holding Ltd. Alibaba.com US LLC</p>	<p>Aliexpress.com</p>	<p>Delivery of a PDF copy of (1) this Order or (2) a link to a website where Alibaba.com's legal department may download a PDF copy of this Order, via electronic mail to Mr. Timothy Alexander Steinert, General Counsel and Secretary for Alibaba Group at tim.steinert@hk.alibaba-inc.com.</p>
<p>Amazon Services LLC</p>	<p>Amazon.com</p>	<p>Delivery of: (1) a PDF copy of this Order, or (2) a link to a website where Amazon's legal department will be able to download a PDF copy of this Order, via electronic mail to notice-dispute@amazon.com or notice@amazon.com, or copyright@amazon.com, or (3) a true and correct copy of this Order via Federal Express to Amazon.com, Inc., Corporation Service Company, 300 Deschutes Way, SW, Suite 304, Tumwater, WA 98501, ATTN: Legal Department, or (4) a true and correct copy of this Order via Facsimile Transmission to Amazon's Legal Counsel, David A. Zapolsky, Esquire at 206-266-7010.</p>
<p>Dunhuang Group</p>	<p>DHgate.com</p>	<p>Delivery of a PDF copy of (1) this order or (2) a link to a website that includes a copy of this order via electronic mail to the counsel for DHgate at slucks@fishkinlucks.com and eoleary@fishkinlucks.com.</p>
<p>eBay, Inc.</p>	<p>eBay.com</p>	<p>Delivery of (1) a PDF copy of this Order, (2) a link to a website where eBay, via eBay's Registered Agent, will be able to download a PDF copy of this Order, via electronic mail to copyright@ebay.com, or vero@ebay.com, or (3) a true and correct copy of this Order via Federal Express to eBay's Registered Agent at 583 W. eBay Way, Draper, UT 84020.</p>
<p>Context Logic, Inc.</p>	<p>Wish.com</p>	<p>Delivery of: (1) a PDF copy of this Order, or (2) a link to a website where ContextLogic, Inc. via ContextLogic's DCMA Agent, will be able to download a PDF copy of this Order, via electronic mail to elisa@wish.com and brand-protection@wish.com and to ContextLogic's counsel, Dwight Lueck, at Dwight.Lueck@btlaw.com.</p>

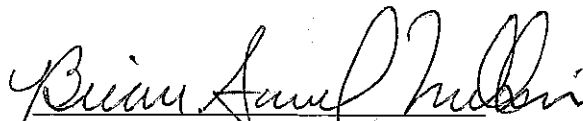
52. Based upon a review of pleadings (including declarations) in multiple past actions by other brand owners, for each of the Financial Institutions noted in the below chart, I reasonably believe that they provide payment services for one or more of the above Third Party Service Providers, which payment services were/are utilized by the Defendants, and each of the Financial Institutions may be served at the noted contact information, by the following delivery methods, and further reasonably believe that the same will comply with a temporary restraining order if one is issued by this Court:

Financial Institution	Platform	Delivery Method, Contact and Address
Alipay.com Co., Ltd and Ant Financial Services Group	Alipay.com	delivery of: (1) a PDF copy of the Order, or (2) a link to a website where Alipay will be able to download a PDF copy of the Order, via electronic mail to Mr. Benjamin Bai, Vice President and Chief IP Counsel of Ant Financial Services Group at benjamin.bai@alipay.com and/or Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com .
Amazon Payments, Inc.	Pay.amazon.com	Delivery of: (1) a PDF copy of this Order, or (2) a link to a website where Amazon’s legal department will be able to download a PDF copy of this Order, via electronic mail to notice-dispute@amazon.com or notice@amazon.com , or copyright@amazon.com , or (3) a true and correct copy of this Order via Federal Express to Amazon.com, Inc., Corporation Service Company, 300 Deschutes Way, SW, Suite 304, Tumwater, WA 98501, ATTN: Legal Department, or (4) a true and correct copy of this Order via Facsimile Transmission to Amazon’s Legal Counsel, David A. Zapolsky, Esquire at 206-266-7010.

Dunhuang Group	DHPay.com	delivery of: (1) a PDF copy of the Order, or (2) a link to a website where DHPay.com will be able to download a PDF copy of the Order, via electronic mail to the counsel for DHgate at slucks@fishkinlucks.com and coleary@fishkinlucks.com.
Payoneer, Inc.	Payoneer.com	delivery of: (1) a PDF copy of the Order, or (2) a link to a website where Payoneer will be able to download a PDF copy of the Order, via electronic mail to Payoneer's Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at Edward.Tulin@skadden.com.
PayPal, Inc.	PayPal.com	delivery of: (1) a PDF copy of the Order, or (2) a link to a website where PayPal will be able to download a PDF copy of the Order, via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com.
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I declare under the penalty of perjury laws of the United States of America that to the best of my knowledge the foregoing is true and correct.

Executed this 18th day of July, 2018, at Pittsburgh, Pennsylvania.


 Brian Samuel Malkin