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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AIRIGAN SOLUTIONS, LLC, :
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Plaintiff, :
:
v. :
:
YIWU LANHOME JEWELRY CO., LTD., :
et al., :
:
Defendants. :
:
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Civil Action No.
18-cv-6132-GHW

~~PROPOSED~~ PRELIMINARY INJUNCTION ORDER

WHEREAS, Plaintiff Airigan Solutions, LLC (“Airigan” or “Plaintiff”) having moved *ex parte* for the following: 1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts;¹ 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing alternative service; and 5) an order authorizing expedited discovery

¹ Defendants are sophisticated sellers, each operating one or more commercial businesses using their respective user accounts. Defendants were and/or are systematically directing and/or targeting their business activities at consumers in the U.S., including New York, through accounts with online marketplace platforms such as Alibaba.com, AliExpress.com Amazon.com, DHgate.com, eBay.com, and Wish.com, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them (“User Accounts”), Through these User Accounts, Defendants, their respective officers, employees, agents, servants and all persons in active concert of participation with any of them, operate storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale and/or otherwise deal in products, including the Counterfeit Products (as defined *infra*), which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them (“Merchant Storefront(s)”).

against all of the Defendants identified in the amended complaint (hereinafter collectively referred to as “Defendants” or individually as “Defendant”), Third Party Service Providers (as defined *infra*) and Financial Institutions (as defined *infra*).

WHEREAS, the Court entered a temporary restraining order on July 19, 2018 (the “TRO”), and on July 27, 2018, the TRO was extended through August 7, 2018;

WHEREAS, pursuant to the terms of the TRO, the Defendants have been served with PDF Copies of the TRO, together with the Amended Summons, Amended Complaint, and the related Papers and Orders via a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com and via website publication through a specific page dedicated to this Lawsuit accessible through ferencelaw.com) where each Defendant is able to download PDF copies of the TRO together with the Amended Summons, Amended Complaint, related orders, and all papers filed in support of and related to Plaintiff’s Application seeking the TRO;

WHEREAS, on August 7, 2018 at 2:00 p.m., Plaintiff appeared for the Order to Show Cause Hearing, however, only defendant powermup, spoken for by non-lawyer Dinan Wu, appeared. No Third Party Service Providers or Financial Institutions appeared.

ORDER

1. The injunctive relief previously granted in the TRO shall remain in place through the pendency of this litigation, and issuing this Preliminary Injunction (hereinafter “PI Order”) is warranted under FRCP 65, Section 34 of the Lanham Act, and Section 283 of the Patent Act.

- a) Accordingly, the Defendants are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the final hearing and determination of this action or until further order of the Court:
- i) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products;²
 - ii) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or any money, securities or other property or assets of Defendants (hereinafter collectively referred to as “Defendants’ Assets”) and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products; and
 - iii) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

² “Counterfeit Products” are substandard products bearing or using Plaintiff’s registered trademark (*i.e.*, U.S. Trademark Reg. No. 5,142,630 for the wordmark “NEGG”) and/or that use packaging that bears and/or is used in connection with marks and/or trade dress (hereinafter referred to as the “NEGG Marks) that is confusing or substantially similar to Plaintiff’s authentic products sold using the NEGG Marks and/or that infringe at least Claim 1 of Plaintiff’s U.S. Patent No. 9,968,211 entitled “PERSONAL EGG PEELER” (hereinafter referred to as “the ‘211 patent”).

- b) Accordingly, Alibaba Group Holding Ltd. d/b/a Alibaba.com and Aliexpress.com, Alibaba.com US LLC d/b/a Alibaba.com and Aliexpress.com, Amazon Services LLC d/b/a Amazon.com, Dunhuang Group d/b/a DHgate.com, eBay, Inc. d/b/a eBay.com, Context Logic, Inc. d/b/a Wish.com (collectively referred to as the “Third Party Service Providers”) and the Alibaba Group d/b/a Alibaba.com and Aliexpress.com payment services (*e.g.*, Alipay.com Co., Ltd., Ant Financial Services Group), Amazon Payments, Inc. d/b/a Pay.amazon.com, PayPal Inc. d/b/a PayPal.com, Payoneer Inc. d/b/a Payoneer.com, Dunhuang Group d/b/a DHgate.com payment services, Dunhuang Group d/b/a DHpay.com, and PingPong Global Solutions, Inc. d/b/a PingPong , (collectively referred to as the “Financial Institutions”) are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the final hearing and determination of this action or until further order of the Court:
- i) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants’ Assets from or to financial accounts associated with or utilized by any Defendant or any Defendant’s User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) (“Defendants’ Financial Accounts”) until further ordered by this Court;
- c) Accordingly, the Third Party Service Providers are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the final hearing and determination of this action or until further order of the Court:

- i) providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts.

2. As sufficient cause has been shown, the asset restraint granted in Section III of the TRO shall remain in place through the pendency of this litigation, including that:

- a) within seven (7) days of receipt of notice of this PI Order, to the extent not previously completed, the Financial Institutions and Third party Service Providers shall locate and attach any and all of Defendant's Financial Accounts and shall provide written confirmation of said attachment to Plaintiff's counsel;

3. As sufficient cause has been shown, the expedited discovery previously granted in the TRO shall remain in place through the pendency of this litigation, including that:

- a) Plaintiff may serve interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who are served with this PI Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.
- b) Plaintiff may serve requests for the production of documents pursuant to FRCP 26 and 34, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who are

served with this PI Order, shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff's counsel.

- c) Within fourteen (14) days of receipt of service of this PI Order, to the extent not previously provided, all Financial Institutions who receive service of this PI Order shall provide Plaintiff's counsel all documents and records in their possession, custody or control relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:
- i. account numbers;
 - ii. current account balances; and
 - iii. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including names, addresses and contact information.
- d) Within fourteen (14) days of receipt of service of this PI Order, to the extent not previously provided, the Third Party Service Providers shall provide to Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
- i. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts

that Defendants have ever had and/or currently maintain with the respective Third Party Service Provider;

- ii. the identities, location and contact information, including any and all e-mail addresses of Defendants;
- iii. the Defendants' methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- iv. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the NEGG Marks and/or marks that are confusingly similar to, identical to, and constitute an infringement of the NEGG Marks and/or infringed at least claim 1 of the '211 patent.

4. As sufficient cause has been shown, and pursuant to FRCP 4(f)(3), service may be made on, and shall be deemed effective as to Defendants if it is completed by one of the following means:

- a) delivery of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com and via website publication through a specific page dedicated to this Lawsuit accessible

through ferencelaw.com) where each Defendant will be able to download a PDF copy of this PI Order to Defendants' email addresses as presently known to Plaintiff or as having been identified by the Financial Institutions and/or Third Party Service Providers.

5. As sufficient cause has been shown, service of this PI Order shall be made on and deemed effective upon the Third Party Service Providers and Financial Institutions by delivery of a PDF copy of this PI Order via email upon the contacts set forth in the below charts. These contacts are those contacts for the corresponding Third Party Service Provider and/or Financial Institution that Plaintiff's counsel has been communicating with throughout the course of this case.

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.
Alibaba Group Holding Ltd. Alibaba.com US LLC	Aliexpress.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.

Amazon Services LLC	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 michelleking@dwt.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.
Dunhuang Group	DHgate.com	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 cuizeyi@dhgate.com.
eBay, Inc.	eBay.com	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 brybaker@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.
Context Logic, Inc.	Wish.com	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 ContextLogic's counsel, Dwight Lueck, at Dwight.Lueck@btlaw.com.

Financial Institution	Platform	Delivery Method, Contact and Address
Alipay.com Co., Ltd and Ant Financial Services Group	Alipay.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.
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 michelleking@dwt.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.
Dunhuang Group	DHPay.com	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 service@dhgate.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 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.

PingPong Global Solutions Inc., a New York corporation	PingPong	delivery of: (1) a PDF copy of the Order, or (2) a link to a website where PingPong will be able to download a PDF copy of the Order via electronic mail, to PingPong’s Legal Department at xieqt@pingpongx and Mathew Ball, counsel for PingPong at Matthew.Ball@klgates.com, or (3) a true and correct copy of this Order via Federal Express to PingPong Global Solutions Inc., Corporation Service Company, 599 third Street, Suite 308, San Francisco, CA 94107, ATTN: Legal Department.
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6. Service by the means described in Paragraphs 4 and 5, *supra*, shall be made on all Defendants, Third Party Service Providers and the Financial Institutions no later than August 10, 2018.

7. Defendants are hereby given notice that they may be deemed to have actual notice of the terms of this PI Order and any act by them or anyone of them of them in violation of this PI Order may be considered and prosecuted as in contempt of this Court.

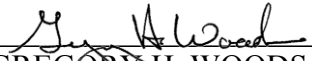
8. The \$25,000.00 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this PI Order is terminated.

9. This PI Order shall remain in effect during the pendency of this action, or until further order of the Court.

10. Any Defendant that is subject to this PI Order may appear and move to dissolve the PI Order on two (2) days' notice to Plaintiff or on shorter notice as set by the Court.

SO ORDERED.

SIGNED this 7th day of August, 2018 at 6:45 p.m.
New York, New York



GREGORY H. WOODS
United States District Judge