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MAY 02 2019

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

AIRIGAN SOLUTIONS, LLC,

Plaintiff,

v.

ABAGAIL, *et al.*,

Defendants.

CLERK U.S. DISTRICT COURT
WEST. DIST. OF PENNSYLVANIA

Civil Action No. 19-503

FILED UNDER SEAL

**PLAINTIFF'S EX PARTE MOTION FOR AN ORDER
AUTHORIZING ALTERNATIVE SERVICE ON DEFENDANTS
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 4(f)(3)**

Plaintiff, Airigan Solutions, LLC ("Airigan" or "Plaintiff"), hereby this Court on an *ex parte* basis,¹ for an order authorizing alternate service of process on Defendants, the Individuals, Partnerships, and Unincorporated Associations identified on **Schedule "A"** hereto (collectively "Defendants")² brought pursuant to Federal Rule of Civil Procedure 4(f)(3). In support thereof, Airigan submits the following:

¹ Airigan is moving for alternate service *ex parte* as Airigan has yet to provide Defendants with notice of this action. Contemporaneously herewith, Airigan has filed its *Ex Parte* Application for Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets ("*Ex Parte* Application for Temporary Restraining Order"), together with the supporting Declarations and Exhibits. The present Motion makes reference to Airigan's *Ex Parte* Application for Temporary Restraining Order, and as such, Airigan seeks to prevent premature disclosure of that filing. (See Declaration of Stanley D. Ference III in Support of Plaintiff's *Ex Parte* Motion for Order Authorizing Alternate Service of Process on Defendants ["*Ference Dec.*"] ¶ 1, n. 1, filed herewith.) However, Airigan is filing this Motion so that, in the event Airigan's *Ex Parte* Application for Temporary Restraining Order and the instant Motion are granted, Airigan can effectuate service of process pursuant to Rule 4 of the Federal Rules of Civil Procedure simultaneously with providing notice of the Court's order on Airigan's *Ex Parte* Application for Temporary Restraining Order. (See *id.*)

² Plaintiff is not moving for alternative service pursuant to Fed. R. Civ. P. 4(f)(3) with respect to Defendant Number 13 (eAuctionMaven) because Plaintiff will be attempting service of process by mail as to this Defendant.

I. INTRODUCTION

Airigan is suing Defendants for trademark counterfeiting and infringement, false designation of origin, common law unfair competition, common law trademark infringement, and patent infringement. Defendants are knowingly and intentionally promoting, advertising, distributing, offering for sale, and selling goods bearing counterfeits of Airigan's registered trademark within this district and throughout the United States by operating e-commerce stores established via the Internet marketplace website, Amazon.com ("Amazon"), under their seller identification names identified on Schedule "A" hereto (the "Seller IDs").

Pursuant to Federal Rule of Civil Procedure 4(f)(3), Airigan requests an order authorizing service of process on Defendants via electronic communication ("e-mail") and via website publication. E-mail and website publication service are appropriate and necessary in this case, because Defendants (1) operate via the Internet, and (2) rely on electronic communications to operate their businesses. Notwithstanding, Airigan still has the ability to contact Defendants directly and provide notice of Airigan's claims against them electronically via e-mail. Additionally, Airigan has created a publication website and will be posting copies of the Complaint, this instant Motion, and all other documents filed in this action. Airigan respectfully submits that an order allowing service of process via e-mail and website publication will benefit all parties and the Court by ensuring Defendants receive immediate notice of the pendency of this action and allowing this action to move forward expeditiously. Absent the ability to serve Defendants by email and website publication, Airigan will almost certainly be left without the ability to pursue a remedy.

II. STATEMENT OF FACTS

A. Defendants Have Valid and Operational Means of Electronic Contact.

Defendants operate Internet-based businesses and use electronic means of communication such that Airigan will be able to provide Defendants with notice of this action via e-mail and website publication. Specifically, Defendants have at least one method of electronic communication, such as e-mail via the online contact form associated with their respective ecommerce stores operating under the Seller IDs. (*Ference Dec.* ¶ 3.) Additionally, Defendants will be able to receive notice of this action by e-mail via the Internet marketplace platform that Defendants use to conduct their commercial transactions. (*See id.* at ¶ 4.) As a practical matter, it is necessary for merchants who operate entirely online, such as Defendants, to provide customers with a valid electronic means by which customers may contact the merchants to ask questions about the merchants' products, place orders from the merchants, and receive information from the merchants regarding the shipment of orders. Further, ecommerce defendants generally must maintain accurate e-mail addresses where their marketplace platform administrator and payment processor may communicate with them regarding issues related to the maintenance of their e-commerce store accounts and transfer of funds for the payment for goods. Airigan has also created a publication website that will be appearing on www.ferencelaw.com, such that anyone accessing the website will find copies of all documents filed in this action. (*See id.* at ¶ 5.)

In particular, Defendants have provided at least one accurate form of electronic contact in the form of Amazon's Buyer-Seller Messaging Service. (*Id.* at ¶ 3.) Amazon's Buyer-Seller Messaging Service is a system that facilitates communication between customers and merchants in the Amazon marketplace. (*Id.*) By using the Buyer-Seller Messaging Service, a customer can

communicate with an Amazon merchant via a unique anonymized e-mail address. (*Ference Dec.* ¶ 3.) This anonymized e-mail alias is treated in the same way as a real e-mail address.³ (*Id.*) E-mails sent via Amazon’s Buyer-Seller Messaging Service are routed to the merchant via the anonymized e-mail address. (*Id.*) Additionally, Amazon maintains a history of all e-mails routed through its system, and allows a customer to see a copy of the e-mail on the Messages page in the customer’s account. (*Id.*) More importantly, customers are automatically notified when an email message is not delivered to the merchant, or the merchant’s e-mail address is invalid. (*Id.*) As previously mentioned, the Amazon Buyer-Seller Messaging Service automatically provides customers with a notification when a message is not delivered to the merchant or the merchant’s e-mail address is invalid. (*Ference Dec.* ¶ 3.)

Amazon also maintains additional contact e-mail addresses for sellers operating via Amazon.com, and based upon past actions, Amazon identifies these additional contact email addresses for all Defendants at issue upon compliance with a temporary restraining order, such as the temporary restraining order Airigan is requesting in the instant case.⁴ (*Ference Dec.* ¶ 3) Moreover, Defendants are able to receive notice of this action by email via the Internet marketplace platform that Defendants use to conduct their commercial transactions. (*Ference Dec.* ¶ 4.)

³ See Amazon’s Buyer-Seller Messaging Service, available at https://sellercentral.amazon.com/gp/help/external/200383320?language=en-US&ref=mpbc_200441890_cont_200383320 (last visited October 4, 2018). (See *Ference Decl.* ¶ 3, n.3.)

⁴ Contemporaneously herewith, Airigan filed its *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets, together with supporting declarations and exhibits (the “Application for Temporary Restraining Order”). Airigan’s Application for Temporary Restraining Order, together with declarations and exhibits in support thereof, are all incorporated herein by reference.

Furthermore, Airigan has created a publication website that will be appearing at www.ferencelaw.com, whereon copies of the Complaint, this instant Motion, and all other future filings will be posted, such that anyone accessing the website will find copies of all documents filed in this action. (*Ference Dec.* ¶ 5.) The address and a link to the publication website will be e-mailed directly to all of Defendants' known e-mail accounts and onsite contact forms, and will be included upon service of process in this matter. (*Id.*)

B. Defendants Rely on Electronic Communications.

Defendants have structured their e-commerce store businesses so that the sole means for customers to purchase Defendants' counterfeit and infringing goods at issue is by placing an order over the Internet. Defendants take and confirm orders online as well. (*See* Declaration of Amy Cline in Support of Plaintiff's *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets [*ClineDec.*] ¶ 2 and Comp. Ex. 1 thereto) Indeed, Airigan completed a purchase via each Defendant's respective e-commerce store operating under its Seller ID. (*See Cline Dec.* ¶ 2 and Comp. Ex. 1 thereto.) The orders placed by Airigan while investigating the Seller IDs were processed entirely online, which included providing shipping and billing information, payment, and confirmation of the orders via Defendants' respective Seller IDs. (*Id.*) Clearly, Defendants rely on electronic means as reliable forms of contact.

III. ARGUMENT

Pursuant to Federal Rule of Civil Procedure 4(h)(2), a foreign partnership or other unincorporated association may be served with process in any manner prescribed by Rule 4(f) for serving foreign individuals. Federal Rule of Civil Procedure 4(f)(3), allows a district court to authorize an alternate method for service to be effected upon a foreign defendant, provided that it is not prohibited by international agreement and is reasonably calculated to give notice to the defendant. In the present matter, alternate service of process via e-mail and website publication are appropriate given that Defendants have established Internet-based businesses by which they rely on electronic communications for their operation. Accordingly, this Court should permit service on Defendants by e-mail and website publication.

A. The Court May Authorize Service via Electronic Mail and Website Publication Pursuant to Federal Rule of Civil Procedure 4(f)(3).

Fed. R. Civ. P. 4(f)(3), which enables a court to grant an alternative method of service so long as it: (1) “is not prohibited by international agreement” and (2) “comports with constitutional notions of due process”. *Henry F. Teichmann, Inc. v. Caspian Flat Glass OJSC*, No. 13-cv-458, 2013 WL 1644808 at *1, *2 (W.D. Pa. April 16, 2013) (Hornak, J.). Notably, “[s]ervice under subsection [4(f)] (3) is neither a last resort nor extraordinary relief. It is merely one means among several which enables service of process on an international defendant.” *Sulzer Mixpac AG v. Medenstar Indus. Co.*, 312 F.R.D. 329, 330 (S.D.N.Y. 2015) (quoting *Advanced Aerofoil Techs., AG v. Todaro*, 2012 U.S. Dist. LEXIS 12383, at *1 (S.D.N.Y. Jan. 31, 2012) (internal citations omitted)). Since third-party merchants on Amazon.com, like Defendants, have been known to use aliases, false addresses and other incomplete identification information to shield their true identities and there are, in fact, no physical addresses whatsoever

associated with the majority of Defendants' User Accounts, this is exactly the circumstance where the courts should exercise, as they previously have exercised, the authority to grant alternative methods of service. *See id.* (quoting *Madu, Edozie & Madu, P.C. v. SocketWorks Ltd. Nigeria*, 265 F.R.D. 106, 115 (S.D.N.Y. 2010) (“The decision whether to allow alternative methods of serving process under Rule 4(f)(3) is committed to the sound discretion of the district court.”) (internal quotation marks omitted)); *see also FERENCE Dec.*, ¶¶ 4 - 7.

Thus, for the China based defendants, Fed. R. Civ. P. 4(f)(3) permits service in a place not within any judicial district of the United States⁵ “by any internationally agreed means of service that is reasonably calculated to give notice”. *See Rio Props. v. Rio Intern. Interlink*, 284 F. 3d 1007,1014. The Ninth Circuit in *Rio Properties* held, “without hesitation,” that e-mail service of an online business defendant “was constitutionally acceptable.” *Id.* at 1017. The Court reached this conclusion, in part, because the defendant conducted its business over the Internet, used e-mail regularly in its business, and encouraged parties to contact it via e-mail. *Id.*

Similarly, a number of Courts in other jurisdictions have held that alternate forms of service pursuant to Rule 4(f)(3), including e-mail service, are appropriate and may be the only means of effecting service of process “when faced with an international e-business scofflaw.” *Id.*

⁵ The Defendant operating the e-AuctionMaven store appears to be a U.S.-based entity based upon information and belief. Accordingly, Plaintiff hereby notifies the Court that this Defendant does not appear to be Chinese or foreign-owned and nothing in the Application for Ex Parte Relief or this Complaint is intended to suggest otherwise. For any Defendants for whom Plaintiff does not have an address who are determined to be located in the United States, service would be governed by Fed. R. Civ. P. 4(e)(1), which provides for “following state law for serving a summons in an action brought in courts of general jurisdiction in the state where the district court is located”. Pa. R. Civ. Pro. 430 provides “[i]f service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service.” Thus, service by email would also be sufficient in the event any Defendant is located in the United States. *See Power Corp. of Canada v. Power Financial*, No. 4:09-cv-0510, 2009 WL 982750 (M.D. Pa., April 13, 2009) (service by email is permitted under Rule 430 when defendant uses online service that shields owner’s identity).

at 1018; *see also*, *MacLean-Fogg Co. v. Ningbo Fastlink Equip. Co., Ltd.*, No. 1:08-cv-02593, 2008 WL 5100414, *2 (N.D. Ill. Dec. 1, 2008) (holding e-mail and facsimile service appropriate); *Popular Enters., LLC v. Webcom Media Group, Inc.*, 225 F.R.D. 560, 563 (E.D. Tenn. 2004) (quoting *Rio*, 284 F.3d at 1018) (allowing e-mail service); *see also* *Juniper Networks, Inc. v. Bahattab*, No. 1:07-cv-01771-PLF-AK, 2008 WL 250584, *1-2, (D.D.C. Jan. 30, 2008) (citing *Rio*, 284 F.3d at 1017-1018; other citations omitted) (holding that “in certain circumstances ... service of process via electronic mail ... is appropriate and may be authorized by the Court under Rule 4(f)(3) of the Federal Rules of Civil Procedure”).

Rule 4 does not require that a party attempt service of process by other methods enumerated in Rule 4(f) before petitioning the court for alternative relief under Rule 4(f)(3). *Rio Props.* at 1014-15. As the *Rio Properties* Court explained, Rule 4(f) does not create a hierarchy of preferred methods of service of process. *Id.* at 1014. To the contrary, the plain language of the Rule requires only that service be directed by the court and not be prohibited by international agreement. There are no other limitations or requirements. *Id.* Alternative service under Rule 4(f)(3) is neither a “last resort” nor “extraordinary relief,” but is rather one means among several by which an international defendant may be served. *Id.* As such, this Court may allow Plaintiff to serve the defendants via electronic publication and/or e-mail.

B. E-mail and Publication Service Are Not Prohibited by International Agreement.

Service via e-mail and website publication is not prohibited by international agreement. Based upon the information contained on Defendants’ actual e-commerce marketplace stores, such as shipping information, and the data provided thereunder, Airigan has good cause to suspect some of the Defendants are residing in the People’s Republic of China (“China”), or other foreign jurisdictions, and/or redistribute products from sources in those locations. (*Ference*

Dec. ¶ 6.) Both China and the United States are signatories to the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil and Commercial Matters (the “Hague Service Convention”). (*See FERENCE Dec.* ¶ 7 and Comp. Ex. 1 thereto, Hague Service Convention and list of signatory Members.) However, the Hague Service Convention does not preclude the Court from authorizing service of process via e-mail or website publication.

United States District Courts routinely permit alternative service of process notwithstanding the applicability of the Hague Convention. *See e.g., In re Potash Antitrust Litig.*, 667 F. Supp. 2d 907, 930 (N.D. Ill. 2009) (“plaintiffs are not required to first attempt service through the Hague Convention.”); *see also In re LDK Solar Secs. Litig.*, 2008 WL 2415186, *2 (N.D. Cal. Jun. 12, 2008) (authorizing alternative means of service on Chinese defendants without first attempting “potentially fruitless” service through the Hague Convention’s Chinese Central Authority); *Nanya Tech. Corp. v. Fujitsu Ltd.*, No. 1:06-cv-00025, 2007 WL 269087, *6 (D. Guam Jan. 26, 2007) (Hague Convention, to which Japan is a signatory, did not prohibit e-mail service upon Japanese defendant); *Popular Enters., LLC v. Webcom Media Group, Inc.*, 225 F.R.D. 560, 562 (E.D. Tenn. 2004) (recognizing that, while “communication via e-mail and over the internet is comparatively new, such communication has been zealously embraced within the business community”). In addition, the law of the People’s Republic of China does not appear to prohibit electronic service. *FERENCE Dec.*, ¶ 7.

In the instant matter, Plaintiff proposes using the Amazon.com direct messaging application that is made available on each of the Defendant’s Merchant Storefronts. *See FERENCE*

Dec., ¶ 4.⁶ The direct messaging application will ensure that service is accomplished upon the Defendant operating the Merchant Storefront. Thus, service by electronic means would serve the interests of justice and principles of fairness.

Along with service via direct messaging application, Airigan respectfully requests that the Court, in its discretion, permit service via website publication.⁷ Publication on a website has been deemed appropriate service under Fed. R. Civ. P (4)(3) “so long as the proposed publication is ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” *National Association for Stock Car Auto Racing, Inc. v. Does*, 584 F. Supp. 2d 824, 826 (W.D.N.C. 2008) (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315-16 (1950)). Here, Defendants have structured their businesses so that the sole means for customers to purchase Defendants’ Counterfeit Products is by placing an order over the Internet. *See Malkin Dec.*, ¶ 13 - 14, *Ference Dec.*, ¶¶ 3. The fact that Defendants’ businesses are entirely Internet-based thereby demonstrates the reliability of website publication as an additional means of service.

Ultimately, service on Defendants by various electronic means — namely by Amazon.com direct messaging application and website publication through a specific page dedicated to this Lawsuit accessible through ferencelaw.com — comports with due process, as it is “reasonably calculated, under all circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *National Association*

⁶ *See, e.g., The National Football League v. Mono Lee d/b/a nflnfl.us*, No. 11-cv-8911-PKC (S.D.N.Y. Dec. 7, 2011); and *The National Football League v. Chen Cheng d/b/a nfljerseydiscount.com*, No. 11-cv-09944-WHP (S.D.N.Y. Jan. 19, 2011).

⁷ The Ference firm is prepared to provide notice via website publication if permitted by the Court. Through the direct messaging application, Ference would provide the named Defendants with a link to a web page accessible at www.ferencelaw.com that includes all of the relevant filings for the lawsuit. *See Ference Dec.*, ¶ 5.

for *Stock Car Auto Racing, Inc. v. Does*, 584 F. Supp. 2d 824, 826 (W.D.N.C. 2008) (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315-16 (1950)). Due to Defendants' purposeful anonymity, service by direct messaging application and website publication is most likely to provide Defendants with proper notice of this action and Airigan's claims. *See Dama S.P.A.*, 2015 U.S. Dist. LEXIS 178076, at *7 (finding where service by email or other electronic means will provide adequate notice under Rule 4(f), such service is warranted and should be granted).⁸ Therefore, Plaintiff respectfully submits that an order allowing service of process via

⁸ This Court has handled related counterfeit cases and has authorized alternative electronic service in all. *Airigan Solutions, LLC v. Artifacts_Selling*, Civil Action No. 18-cv-1462-NBF (Order Authorizing Alternative Service entered on November 2, 2018), and *Airigan Solutions, LLC v. Babymove*, Civil Action No. 19-cv-166-NBF (Order Authorizing Alternative Service entered on February 14, 2019). Courts in the Southern District of New York are also very experienced in handling cases against counterfeiters and have consistently permitted alternate electronic service. *See, e.g. Intenze Products, Inc. v. 1586, et al.*, No. 18-cv-4611-RWS (S.D.N.Y. May 24, 2018); *Allstar Marketing Group, LLC v. 158, et al.*, No. 18-cv-4101-GHW, Dkt. 22 (S.D.N.Y. May 17, 2018); *William Mark Corporation v. 1&cc, et al.*, No. 18-cv-3889-RA, Dkt. 18 (S.D.N.Y. May 2, 2018); *WOW Virtual Reality, Inc. v. Bienbest, et al.*, No. 18-cv-3305-VEC, Dkt. 9 (S.D.N.Y. April 16, 2018); *Ideavillage Products Corp. v. abc789456, et al.*, No. 18-cv-2962-NRB, Dkt. 11 (S.D.N.Y. April 11, 2018); *Ideavillage Products Corp. v. Aarhus, et al.*, No. 18-cv-2739-JGK, Dkt. 22 (S.D.N.Y. March 28, 2018); *Moose Toys Pty Ltd. et al., v. 963, et al.*, No. 18-cv-2187-VEC, Dkt. 16 (S.D.N.Y. April 2, 2018); *Off-White, LLC v. A445995685, et al.*, No. 18-cv-2009-LGS, Dkt. 5 (S.D.N.Y. March 27, 2018); *Spin Master Ltd. and Spin Master, Inc. v. 158, et al.*, No. 18-cv-1774-PAE, Dkt. 18 (Feb. 27, 2018); *JLM Couture, Inc. v. Aimibridal, et al.*, No. 18-cv-1565-JMF, Dkt. 18 (S.D.N.Y. Feb. 21, 2018); *Spin Master Ltd. and Spin Master, Inc. v. Alisy, et al.*, No. 18-cv-543-PGG, Dkt. 16 (S.D.N.Y. Jan. 22, 2018); *WowWee Group Limited, et al. v. Meirly, et al.*, No. 18-cv-706-AJN, Dkt. 11 (S.D.N.Y. Jan. 26, 2018); *Ideavillage Products Corp. v. Dongguan Shipai Loofah Sponge Commodity Factory, et al.*, No. 18-cv-901-PGG, Dkt. 20 (S.D.N.Y. Feb. 1, 2018); *WowWee Group Limited, et al. v. A249345157, et al.*, No. 17-cv-9358-VEC, Dkt. 18 (S.D.N.Y. Dec. 11, 2017); *HICKIES, Inc. v. Shop1668638 Store, et al.*, No. 17-cv-9101-ER, Dkt. 14 (S.D.N.Y. Dec. 6, 2017); *Ideavillage Products Corp. v. Dongguan Opete Yoga Wear Manufacturer Co., Ltd., et al.*, No. 17-cv-9099-JMF, Dkt. 19 (S.D.N.Y. Nov. 27, 2017); *Ideavillage Products Corp. v. Shenzhen City Poly Hui Foreign Trade Co., Ltd., et al.*, No. 17-cv-8704-JGK. (S.D.N.Y. May 24, 2017); *Moose Toys Pty LTD et al. v. Guangzhou Junwei Trading Company d/b/a Backgroundshop et al.*, No. 17-cv-2561-LAK, Dkt. 12 (S.D.N.Y. May 11, 2017); *Rovio Entertainment Ltd. and Rovio Animation OY v. Angel Baby Factory d/b/a Angelbabyfactory et al.*, No. 17-cv-1840-KPF, Dkt. 11 (S.D.N.Y. March 27, 2017); *Ontel Products Corporation v. Airbrushpainting Makeup Store a/k/a Airbrushespainting et al.*, No. 17-cv-871-KBF, Dkt. 20 (S.D.N.Y. Feb. 6, 2017); *Ideavillage Products Corp. v. Bling Boutique Store, et al.*, No. 16-cv-09039-KMW, Dkt. 9 (S.D.N.Y. Nov. 21, 2016); *Gucci America, Inc., et al v. Alibaba Group Holding LTD, et al.*, No. 1:15-cv-03784-PKC (S.D.N.Y. June 23, 2015) (unpublished); *Chanel, Inc. v. Conklin Fashions, Inc.*, No. 3:15-cv-893-MAD/DEP, 2015 U.S. Dist. LEXIS 109886, at *10-13 (N.D.N.Y. Aug. 14, 2015); *Belstaff Grp. SA v. Doe*, No. 15-cv-2242-PKC/MHD, 2015 U.S. Dist. LEXIS 178124, at *2 (S.D.N.Y. June 18, 2015); *AW Licensing, LLC v. Bao*, No. 15-cv-1373, 2015 U.S. Dist. LEXIS

direct messaging application and website publication will benefit all parties and the Court by ensuring that Defendants receive immediate notice of the pendency of this action and allowing this action to move forward expeditiously.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests this Court grant the present motion and authorize service of the Summonses, the Complaint, and all pleadings and discovery in this matter upon each Defendant in this action:

(1) via the e-mail accounts provided by that Defendant (i) as part of the data related to its e-commerce store, including by onsite contact forms, or

(ii) via the e-commerce platform e-mail for each of the e-commerce stores, or (2) via publication by posting copies of the Summonses, Complaint, and all subsequent pleadings and discovery on www.ferencelaw.com.

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177101, at *2-3 (S.D.N.Y. Apr. 1, 2015); *Klipsch Grp., Inc. v. Big Box Store Ltd.*, No. 1:12-cv-06283-VSB, 2012 U.S. Dist. LEXIS 153137, at *3-4 (S.D.N.Y. Oct. 24, 2012); *True Religion Apparel, Inc. et al. v. Xiaokang Lee et al.*, No. 1:11-cv-08242-HB (S.D.N.Y. Nov. 15, 2011) (unpublished); *N. Face Apparel Corp. v. Fujian Sharing Imp. & Exp. Ltd. Co.*, No. 1:10-cv-1630-AKH, 2011 U.S. Dist. LEXIS 158807 (S.D.N.Y. June 24, 2011). (S.D.N.Y. June 24, 2011); *Tory Burch, LLC v. Yong Sheng Int'l Trade Co., Ltd.*, No. 1:10-cv-09336-DAB, (S.D.N.Y. Jan. 4, 2011) (unpublished); *Chloe v. Designersimports.com USA, Inc.*, No. 07-cv-1791 - CS/GAY, 2009 U.S. Dist. LEXIS 42351, at *2 (S.D.N.Y. Apr. 29, 2009); see also *In re Vuitton et Fils, S.A.*, 606 F.2d 1 (2d Cir. 1979) (holding that ex parte temporary restraining orders are indispensable to the commencement of an action when they are the sole method of preserving a state of affairs in which the court can provide effective final relief).

A Proposed Order granting this motion is submitted herewith.

Respectfully submitted,

Dated: May 2, 2019

/s/ Stanley D. Ference III

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SCHEDULE “A”
DEFENDANTS BY STORENAME AND STORE NUMBER

Def No.	Defendant / Amazon Store Name	Amazon ASIN Number(s)	Amazon Seller ID
1	Abagail	B07NQFLP1M	A21KIIYNV8YHVW
2	AHuShi	B07QWT2JH7	AWX8XMIYVF7QQ
		B07QYS6JC3	
		B07QYVDFVF	
3	Aidmei	B07MXJFGYV	A3L0946AZBVYR3
4	Ailite store	B07CGLHK7N	A3MUUEM4U5X3XU
		B07MKG6QQ7	
		B07MTZ3W3F	
		B07MV1X4M8	
		B07MV25KMV	
		B07MV3K64H	
		B07MXGPHW6	
		B07MXH1ND4	
		B07MXHQ5PJ	
		B07MXJFGYV	
		B07NKYLY4H	
		B07NS54TBT	
		B07NS6GL9N	
		B07PBM4ZTX	
		B07QF425Z6	
		B07QGK7TP8	
		B07QHLJKG9	
		B07QHPP751	
5	Amberqin	B07PHQ1KGM	A1M3C1XY082K7J
6	briskyii	B07QWT8C3H	A3KXARCXYPN3FL
		B07QXQZZ1R	
		B07QYTZ199	
		B07QZXVKXY	
7	Chic-Micky	B07QZ12HH8	ATFTJ2CNRI2E
		B07R297SPY	
8	chuanhai	B07N2B82NF	A3HXNITIFY614K
		B07N2D1X2J	A3HXNITIFY614K
9	CleanLove	B07QWSYJZ5	A1WCXLV84EX628
		B07QXS1KYY	
		B07QYSFVCK	
10	csdsdfs	B07NQFLP1M	AVCHPNNLWQ2JT
11	Darshion	B07PX13K8N	A2IP6GH42RTP7E
		B07PZBC16L	
		B07Q272PKW	
		B07Q27W15T	
		B07Q29179B	
12	DiLi - Store	B07NMZQ427	AE14FAH2M5ZM0
		B07PXPBSTS	

13	e-AuctionMaven	B07MXHQ5PJ	AOGT2L9H7NK9E
14	fengde direct	B07QKV467X	AE5QR4B6AJMXY
		B07QKVVB2Q	
		B07QKVZKFJ	
		B07QKWP9TZ	
		B07QKWS6ZV	
15	FMAB	B07MTYBCL4	A3HM587EHCEMA9
		B07MV3K64H	
		B07NKYLY4H	
16	Haudrey	B07QXVB97L	A1HG69UO66CE3L
		B07R2B8M62	
17	Hotlive	B07MXHQ5PJ	A244OF9QJLAZC1
18	KaBoRu	B07P9JVY4R	A22TF75IW23E0E
		B07PBM4ZTX	
19	kouhaiivsea	B07PN92SDC	A1AORWZJYSKMPI
		B07PQJ599P	
		B07PQJL5L2	
		B07PQJY7TR	
		B07PQK6ZWS	
20	Kuohai Store	B07MXGPHW6	A1XLU0RT4RSUDL
		B07MXHQ5PJ	
		B07MXJFGYV	
		B07MTZ3W3F	
		B07MXH1ND4	
		B07PN92SDC	
		B07PQJ599P	
		B07PQJL5L2	
		B07PQJY7TR	
		B07PQK6ZW5	
		B07PVY7C8F	
		B07PWW6QLG	
		B07PYT2KMY	
		B07PZ6KR37	
		B07PZ6N8VH	
		B07Q1B85DG	
21	LeDom	B07CGLHK7N	A1923BZ0T98EJM
22	Liveda	B07PZ6BJ9D	AD6YMMDELKPQX
		B07PZ6BL97	
23	Outdoorshop	B07MXHQ5PJ	A1JGJ9K6KISDM1
		B07NS54TBT	
24	Pachira Macrocarpa	B07PN4ZSJM	A20EMP02C4BYNG
25	RONGCHI Inc.	B07NRL35Z5	A3Q4ZQGJUIW2TA
26	Sitelly	B07NS2XFKS	A1X0D9XW5NZPBR
		B07NS54TBT	
		B07NS6GL9N	
27	skybayyyyy	B07QXRFYBR	A1C127MPMEMG0T
		B07QYS5S3Q	
28	Sum-mer	B07MXHQ5PJ	A355KY8JEF44JY
		B07MXJFGYV	

29	Sunpangpang	B07MXGPHW6	A2F5TSXEE9J51Y
		B07MXH1ND4	
		B07MXHQ5PJ	
		B07MXJFGYV	