

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

BROADWAY PINE BRANDS LLC,

Plaintiff,

v.

SHIRO HOUSE, *et al.*,

Defendants.

Civil Action No.

21-cv-406

(Judge Ranjan)

**PLAINTIFF’S OPPOSITION TO MOTIONS BY HGS76DH [D.E. 59] and TINI-STORE [D.E. 60]
TO SET ASIDE CLERK’S ENTRY OF DEFAULT [DOC. NO. 35]**

I. INTRODUCTION

Defendants’ claim that this Court is powerless to hold them accountable for their counterfeiting because they are small businesses operated by residents of the People’s Republic of China with *de minimis* contacts with the Commonwealth of Pennsylvania thereby depriving this Court of personal jurisdiction over the defendants. Defendants attempt to downplay the fact that Amazon.com is one of the most famous and successful e-commerce platforms on the internet. Yet, neither Defendant did any of the following as they would lead this Court to believe: step 1, create a passive website with the hope a US consumer would somehow stumble across it, in the vast sea of ecommerce stores on the Internet; step 2, overcome any hesitation by a consumer to share their financial information with a business in China in order to purchase a product; and step 3, arrange to have the product shipped to purchaser’s home address and actually ship it, which again, requires a willingness to share even more personal information, such as a home address, with a company in China. Of course, this recipe for financial disaster is not how the Defendants do business.

Instead, the Defendants are Amazon Sellers that have contractually agreed to pay Amazon in order to outsource their marketing, customer service and shipping to the ecommerce giant and expert Amazon; and thus Defendants’ products were made available to the millions of US consumers that use Amazon to shop. Each Defendant did not become an Amazon Seller by happenstance. Each signed up with Amazon and each were provided with an Amazon designed template. This template, which each Defendant completed, allowed them to list and describe their product in English, in US dollars, and in a uniform format that millions of Amazon shoppers have grown accustomed to and comfortable with while making purchases. An example of how Defendants used Amazon’s template, rather than their own homegrown websites, to unfairly sell their products is shown in **Exhibit A** (excerpted

from *Ray Dec.*, Composite Exhibit 1 [D.E. 11]). The Amazon template is not passive; it is quite active as shown in **Exhibit A**. It conveys personalized information to a consumer; shows delivery location; identifies account holder; shows how many products are in the shopping cart; allows users to use gift cards, sign up for additional promotions, and share with others on Facebook, Twitter and other social media. It also provides access to reviews of the product by other Amazon users.

Also, by agreeing to pay Amazon for its services, each Defendant was able to leverage Amazon's fame, marketing muscle, and reputation for trustworthiness in order to melt away any consumer hesitation in doing business with a small Chinese business. First, as also shown in **Exhibit A**, unlike a homegrown website, the Amazon template used by each Defendant is emblazoned with the Amazon trademark to indicate the purchase is backed by Amazon. This is a powerful message to US consumers. It facilitates sales by enabling consumers to protect their financial and other personal information. It also ensures complete customer satisfaction as a result of Amazon's generous return policy. Amazon also provides each purchaser with a confirmation of the order being placed, as shown in **Exhibit A**. Paying for Amazon's backing and support is essential to Chinese Amazon sellers such as the Defendants. In fact, it has been reported that Chinese Sellers find Amazon to be "the most cost-effective way to sell into the United States." *See* the Declaration of Stanley D. Ference III (hereinafter, the "Ference Dec.") at ¶ 4.

Nor are Defendants' products fortuitously targeted to US consumers on Amazon. Each Defendant before this Court, as a Chinese seller, had to click on the option "I want to open overseas online store" and had to intentionally select to sell products to the US. Ference Dec. at ¶ 5. In contrast, for example, an Amazon store targeting Canada would choose Amazon.ca, instead of Amazon.com, and can choose to not offer shipping to the United States. By selecting Amazon.com as their platform to offer products for sale, Defendants had to agree to "fulfill Your Products throughout the Elected Country" – in other words, sales to the US, including Pennsylvania were mandatory, not optional. *Id.* ¶¶ 3 and 5.

In short, while each defendant claims that it is not "doing business with residents or businesses in Pennsylvania" their actions demonstrate otherwise. Each intentionally and purposely sought out Amazon to leverage Amazon's tremendous e-commerce expertise and ability to sell and deliver products to US consumers. As result of purposely availing itself of Amazon's expertise and services, no Defendant should be able to express surprise at being hauled into court to be held accountable for its unfair competition.¹

¹ If necessary, Plaintiff is entitled to discovery on Moving Defendants' contacts with Pennsylvania. *See Toys "R" Us., Inc. v. Step Two, S.A.*, 318 F.3d 446 (3d Cir. 2003) (Plaintiff is entitled to jurisdictional discovery).

II. BACKGROUND ON AMAZON.COM E-COMMERCE STORE OPERATORS

Amazon has aggressively recruited Chinese manufacturers and merchants to sell to consumers outside the country. Jon Emont, *Amazon's Heavy Recruitment of Chinese Sellers Puts Consumers at Risk*, Wall St. J. 1-2 (Nov. 11, 2019). Ference Dec. at ¶ 4. According to a 2019 investigation by the Wall Street Journal, “[o]f 1,934 sellers whose addresses could be determined, 50% were based in China.” *Id.* “Amazon has made its site more accessible to Chinese speakers, created special programs that address Chinese sellers’ logistical needs and sent a stream of employees to recruit suppliers.” *Id.* As a result of Amazon’s recruitment effort of Chinese sellers, Amazon sellers have said that Amazon “is the most cost-effective way to sell into the United States.” *Id.*

When setting up a storefront on the U.S. facing Amazon.com, a Chinese seller clicks on the option “I want to open overseas online store” and it is able to choose between registering in various regions, including North America. Declaration of Lijia Chen (“Chen Declaration”) at ¶ 4 (copy included in Ference Dec., Ex. 3) If a seller uses the selling services offered in Amazon’s United States store, the seller agrees to the Amazon Services Business Solutions Agreement. *Id.* at ¶ 5. Article S-2.1 of the Amazon Services Business Solutions Agreement provides that the seller will:

[S]ource, offer, sell and fulfill Your Seller-Fulfilled Products, and source and, offer and sell your Amazon-Fulfilled Products, in each in accordance with the terms of the applicable Order Information, this Agreement, and all terms provided by you or us and displayed on the applicable Amazon Site at the time of the order and be solely responsible for and bear all risk for those activities.

Id. at ¶¶ 5-6. The seller also agrees to “fulfill Your Products throughout the Elected Country.” *Id.* Sellers create shipping settings, where the seller must affirmatively select the regions to which they will ship products and exclude the regions to which they will not ship. *Id.* at ¶¶ 7-12. Sellers can only cancel transactions “as permitted pursuant to your terms and conditions appearing on the applicable Amazon Site at the time of the applicable order or as may be required under this Agreement.” *Id.* at ¶¶ 5-6. Finally, sellers on Amazon agree that they will ensure “your offer and subsequent sale of [Your Products] on any Amazon site comply with all applicable Laws.” *Id.* at ¶ 5. In contrast, for example, an Amazon store targeting Canada would choose Amazon.ca and can choose to not offer shipping to the United States. Ference Dec. at ¶ 3.

III. ARGUMENT

As the motions are being ghost written by an attorney who has not entered an appearance, the motions should be struck. On the merits, Defendants’ motions should be denied as they have not met their burden of showing good cause exists to set aside the Clerk’s entry of default. There are two separate basis for personal jurisdiction over the

Moving Defendants – the Pennsylvania long arm statute and Fed. R. Civ. P. 4(k)(2). In the unlikely event the Defendants do not have minimum contacts with Pennsylvania, Defendants have not met their burden of showing there is no personal jurisdiction under Rule 4(k)(2). Service of process was proper under the Rule 4(f) and the Court’s Alternative Service Order.

There are four factors to determine if good cause has been shown to set aside the Clerk’s entry of default. These factors are: (1) prejudice to the plaintiff; (2) whether defendant has *prima facie* meritorious defense; (3) whether defaulting defendant’s conduct is excusable or culpable; and (4) effectiveness of alternative sanctions. *Gross v. Stereo Component Sys., Inc.*, 700 F.2d 120 (3d Cir. 1983). The second factor — whether the defendant has a meritorious defense — is considered to be a threshold question. *United States v. \$55,518.05 in U.S. Currency*, 728 F.2d 192 (3d Cir. 1984). There is no point in setting aside a default when an additional opportunity to present a defense would be futile. *Id.* That is the case before the Court in these motions.

A. The Motions Should be Stricken Because an Undisclosed Chinese Attorney is Ghost-Writing the Court Filings

A lawyer – Jesun -- representing Moving Defendants contacted Plaintiff’s counsel on April 14, 2021, as a result of a communication sent by Amazon and Plaintiff sent the notice of the lawsuit and a link to the documents to their lawyer on April 19, 2021. *Ference Dec.* at ¶¶ 8-9. Defendants had plenty of notice and time to file answers prior to the entry of default and neither Moving Defendant nor their lawyer sought an extension to file an answer. Although Defendants’ motions state they are proceeding *pro se*, Defendants have been continuously represented by the same attorney in China throughout this proceeding. *Id.*

Jesun has previously filed several motions without a proper appearance in multiple cases. His filings have been repeatedly stricken as constituting the unauthorized practice of law by other courts. *See Wham-O Holding, Ltd., et al. v. The Partnerships and Unincorporated Associations Identified on Schedule "A", et al.*, 20-cv-3761 (N.D. Ill. Oct. 16, 2020) (Shah, J.), a true and correct copy of Jesun’s motion, plaintiff’s response and Judge Shah’s order is attached as **Exhibit 5** to the *Ference Dec.*; *see also Wham-O Holding, Ltd., et al. v. The Partnerships and Unincorporated Associations Identified on Schedule "A", et al.*, 20-cv-5622 (N.D. Ill. Nov. 18, 2020) (Bucklo, J.), a true and correct copy of Jesun’s motion, plaintiff’s response and Judge Bucklo’s order is attached as **Exhibit 6** to the *Ference Dec.*

Jesun’s workaround is to ghost write *pro se* motions on behalf of his clients and there is little doubt that the motions before this Court were penned by Jesun. As Judge Hornak stated in *Synder v. Daugherty*, No. 22-cv-879 (W.D. Pa. 2012):

Ghostwriting by an attorney is a misrepresentation to this Court which is not permitted. The practice gives the “pro se” plaintiff who would otherwise be entitled to special leniency an unfair advantage, and violates an involved attorney’s duty of candor to the Court. *See Delso v. Trs. for Ret. Plan for Hourly Emps. of Merck & Co., Inc.*, CIV A 04-3009 AET, 2007 WL 766349 (D.N.J. Mar. 6, 2007); *United States v. Eleven Vehicles*, 966 F. Supp. 361, 367 (E.D. Pa. 1997), *vacated and remanded on unrelated grounds* by 200 F.3d 203 (3d Cir. 2000). While the Court notes that the American Bar Association and the Pennsylvania Bar Association have in recent years regarded ghostwriting with more leniency than in the past, Pa. Bar Ass’n Comm. on Legal Ethics and Prof’l Resp. Joint Formal Op. 2011-100 (2011) at 12, ABA Standing Comm. on Ethics & Prof’l Resp., Formal Op. 07-446, (2007), *superseding* ABA Comm. on Ethics & Prof’l Resp., Inf. Op. 1414 (1978), in this Court’s view, **such activity constitutes an impermissible misrepresentation to the Court, and a fundamental breach of any involved attorney’s duty of candor.**

(emphasis added) In light of these circumstances, Defendants’ filings should be stricken.

B. Personal Jurisdiction is Proper Over Moving Defendants Because They Directed Their Activities to the Pennsylvania Market and the Cause of Action Relates to Those Activities

Factually similar cases against multiple e-commerce store seller aliases have been filed across the country for nearly a decade, including hundreds of cases in the Southern District of New York, the Southern District of Florida, and the Northern District of Illinois. *Ference Dec.* at ¶ 9. Personal jurisdiction under the “minimum contacts” basis has routinely been permitted. Earlier this year, a few Judges in the Northern District of Illinois – and in no other jurisdiction – have found a lack of personal jurisdiction, as pointed out in the reply briefs filed by Jessen for his other clients in this case. [DE 70, 72, and 73] *Mercis B.V. v. Huzhou Zhili Diren Textiles Co., Ltd. The Partnerships and Unincorporated Associations Identified on Schedule A*, No. 20-cv-6422 [DE 56] (N.D. Ill. Mar. 1, 2021) (Feinerman, J.) (motion to vacate default judgment) and *Rubick’s Brand, Ltd. v. The Partnerships and Unincorporated Associations Identified on Schedule A*, No. 20-cv-5338 [DE 73] (N.D. Ill. Mar. 4, 2021) (Tharp, J.) (motion to dismiss).

Notwithstanding these decisions, both Judge Feinerman and Judge Tharp have continued to grant Temporary Restraining Orders against non-US sellers on online marketplaces in factually similar cases. *Ference Dec.*, at ¶ 10. Judge Feinerman has issued twelve (12) since his March 1st decision in *Mercis* and Judge Tharp has issued six (6) since his March 4th decision. *Id.* Judge Tharp has even denied a motion for reconsideration, stating “[t]he Judgment Order applies only to the two parties the plaintiff and defendant ... and otherwise **has no precedential effect.**” *Id.* at ¶ 6.

Moreover, on March 24, 2021, Judge Kennelly denied a motion to dismiss for lack of personal jurisdiction in a factually similar case against a seller on an online marketplace, finding:

Hilfiger has offered evidence tending to show that HHB BABY, though not physically located in Illinois or even in the United States, operated an interactive website through which it purposefully offered products for sale to consumers, including consumers located in Illinois, who would then select an address where the products should be shipped, including Illinois as one of the options. This is enough to amount to HHB BABY having purposefully availed itself of doing business in Illinois. See [*Curry v. Revolution Labs., LLC*, 949 F.3d 385 (7th Cir. 2020)] at 399. Because Hilfiger's claims against HHB BABY are related to contacts of this type, personal jurisdiction exists over HHB BABY in a court located in Illinois.

Tommy Hilfiger Licensing LLC v. The Partnerships and Unincorporated Associations Identified on Schedule "A", No. 20-cv-7477 [DE 46] (N.D. Ill. Mar. 24, 2021) (Kennelly, J.) (FERENCE Dec. at ¶ 7). After the motion to dismiss was denied, the defendant settled.

Earlier this month, recognizing that the issue of minimum contacts is highly fact specific, Judge Kocoras stayed a defendant's motion to dismiss for lack of personal jurisdiction and ordered jurisdictional discovery. *Zinka Entertainment v. The Partnerships and Unincorporated Associations Identified on Schedule "A"*, No. 21-cv-916 [DE 65] (N.D. Ill. June 1, 2021) (Kocoras, J.) (FERENCE Dec. at ¶ 8). As stated by the Court, questions to be answered by the defendant challenging jurisdiction include:

What other products, other than the products identified previously by ZINKIA, were the Defendants selling, and how many of the products are infringing? If the "allegedly infringing products" were not sold to anyone in Illinois, where have the products been sold to, and to whom exactly have they been sold to? Are there any marketing efforts related to Defendants' accused products and incorporating these products into established channels of commerce to consumers in the Northern District of Illinois, the State of Illinois, and the United States? What stores, other than the defendant stores at issue, do the Defendants also operate? Are those stores selling products infringing ZINKIA's rights? What is the Defendants' overall revenue from sales of all products into the Northern District of Illinois, the State of Illinois, and the United States? Can those sales revenues be verified by Defendants' payment of taxes to the United States Internal Revenue Service or revenue service of any state or county in the United States?

Id at 2-3.

Here in the Western District, Judge Schwab denied motions filed by multiple sellers on Amazon to set aside the Clerk's Entry of Default where the moving defendants raised lack of personal jurisdiction as a meritorious defense.

Talisman Designs LLC v. Dasani, No. 20-1084 (W.D. Pa. Oct. 13, 2020) (Schwab, J.) [D.E. 58] (FERENCE Dec. at ¶ 9).

In addressing the personal jurisdiction, Judge Schwab stated:

The primary defense of Defendants is that this Court lacks personal jurisdiction over them. This defense is without merit. The three-part test to determine personal jurisdiction, as set forth in *Budget Blinds, Inc. v. White*, 536 F.2d 244, 260 (3d Cir. 2008) is as follows: (1) the nonresident defendant must do some act or consummate some transaction with the forum or perform some act by which he purposefully avails himself of the privilege of conducting activities in the forum, thereby invoking the benefits and protections of its laws; (2) the claim must be one which arises out of or results from the

defendant's form-related activities; and, (3) exercise of jurisdiction must be reasonable. **All three parts of this test have been met in this case as to Defendants.**

Id. at 4 (emphasis added). Judge Schwab is not the only Judge in this district to find personal jurisdiction over an online seller based in China who sells into Pennsylvania and this judicial district.² Indeed, since 2019 General Nutrition Investment Company has brought sixteen (16) lawsuits in the Western District of Pennsylvania against online sellers on Amazon and personal jurisdiction has been found in every case.³

In this case, the Defendants have purposefully shipped infringing products into Pennsylvania from China. “Traditionally, when an entity intentionally reaches beyond its boundaries to conduct business with foreign residents, the exercise of specific jurisdiction is proper. Different results should not be reached simply because business is conducted over the Internet.” (Internal Citations Omitted). *Zippo Mfg. Co. v. Zippo Dot Com, Inc.*, 952 F. Supp. 1119, 1124 (W.D. Pa. 1997). “If Dot Com had not wanted to be amenable to jurisdiction in Pennsylvania, the solution would have been simple - it could have chosen not to sell its services to Pennsylvania residents.” *Id.* at 1126-27 (W.D. Pa. 1997). Defendants have even collected Pennsylvania sales tax on their shipments into Pennsylvania. (Exhibit A)

Defendants cannot hide behind their absence in the United States to avoid being held accountable for the harm they have caused in the United States. Defendants must come to the United States and stand accountable for their conduct.

i. Defendant's Intentional Actions Targeted Pennsylvania

² See also *See, e.g., Airigan Solutions, LLC v. Belvia*, No. 20-cv-284 (April 21, 2020)(Schwab, J)(sellers on amazon.com), *Airigan Solutions, LLC v. Abigail*, No. 19-cv-503 (May 28, 2019) (Fischer, J.) (sellers on amazon.com); *Airigan Solutions, LLC v. Babymove*, No. 19-cv-166 (W.D. Pa. Feb. 14, 2019) (Fischer, J.) (sellers on amazon.com); *Airigan Solutions, LLC v. Artifacts Selling*, No. 18-cv-1462 (W.D. Pa. Oct. 31, 2018) (Fischer, J.); *Doggie Dental, Inc. v. Ahui*, No. 19-cv-1627 (W.D. Pa. Dec. 12, 2019)(Hornak, J.)(sellers on amazon.com), *Gorge Designs v Accessmall, et al.*, No 19-1454 (W.D. Pa.)(Stickman, J)(sellers on Aliexpress.com and eBay.com); *Doggie Dental Inc. v. Go Well*, No. 19-cv-1282 (W.D. Pa. Oct. 11, 2019) (Hornak, J.) (sellers on amazon.com); *Doggie Dental Inc. v. Worthbuyer*, No. 19-cv-1283 (W.D. Pa. Oct. 11, 2019) (Hornak, J.) (sellers on ebay.com); *Doggie Dental Inc. v. Max_Buy*, No. 19-cv-746 (W.D. Pa. June 27, 2019) (Hornak, J.) (sellers on ebay.com); *Doggie Dental Inc. v. Anywill*, No. 19-cv-682 (W.D. Pa. June 13, 2019) (Hornak, J.)

³ *General Nutrition Investment Co. v. Royal Panga, Inc.*, No. 21-cv-299 (Weigand, J.); *General Nutrition Investment Co. v. Empire Supplements Inc.*, No. 21-cv-67 (Horan, J.); *General Nutrition Investment Co. v. Ingrounds Pro, Inc.*, No. 21-cv-22 (Colville, J.); *General Nutrition Investment Co. v. Laurel Season, Inc.*, No. 20-cv-691 (Conti, J.); *General Nutrition Investment Co. v. Fieton Enterprise Inc.*, No. 20-cv-606 (Cercone, J.); *General Nutrition Investment Co. v. KTJ Expresses, Inc.*, No. 20-cv-118 (Cercone, J.); *General Nutrition Investment Co. v. Bay Area Trading, Inc.*, 19-cv-1492 (Kelly, MJ); *General Nutrition Investment Co. v. AA Nature, Inc.*, No. 19-cv-937 (Schwab, J.); *General Nutrition Investment Co. v. JJ & SS Enterprise, Inc.*, No. 19-cv-936 (Schwab, J.); *General Nutrition Investment Co. v. Blitzport, LLC*, No. 19-cv-935 (Stickman, J.); *General Nutrition Investment Co. v. Metro Travel International, Inc.*, No. 19-cv-870 (Horan, J.); *General Nutrition Investment Co. v. NY Moonlight Trading, Inc.*, No. 19-cv-868 (Cercone, J.); *General Nutrition Investment Co. v. Hillside Us Enterprises, Inc.*, No. 19-cv-867 (Horan, J.); *General Nutrition Investment Co. v. Village Sports, LLC*, No. 19-cv-770 (Schwab, J.); *General Nutrition Investment Co. v. Becco Corp.*, No. 19-cv-769 (Dodge, MJ); and *General Nutrition Investment Co. v. Zhang*, No. 19-cv-586 (Hornak, J.).

Defendant “stood ready and willing to do business with Pennsylvania” by creating and operating its interactive E-commerce Store through which they engage in their unfair competition. *See* Ference Dec. at ¶ 5. Each defendant affirmatively selected the United States from a list of countries to do business with, and “in fact knowingly did do business with [Pennsylvania] residents” by accepting payment from Pennsylvania residents and shipping counterfeit products to Pennsylvania. *Id.* Therefore, Defendant’s reaching out and expressly electing to do business with the residents of all fifty states, including Pennsylvania, the fifth most populous state, establishes personal jurisdiction.

Finally, fair play means that off-shore e-commerce store operators that decide to offer for sale and sell products to consumers in the United States, including Pennsylvania, must come to the United States and stand accountable for conduct relating to such sales. Defendant “certainly should not be surprised by the jurisdictional consequences of [its] actions” given that it had sufficient resources to purposefully avail itself of the Pennsylvania market. The Defendant cannot “have its cake and eat it, too” by getting “the benefit of a nationwide business model with none of the exposure.”

C. Personal Jurisdiction is Proper Over Moving Defendants Because They Directed Their Activities to the United States

Each of the Moving Defendants is also subject to jurisdiction pursuant to Fed. R. Civ. P. 4(k)(2). Rule 4(k)(2) provides for personal jurisdiction through nationwide service of process over any defendant provided that: (1) the plaintiff’s claims are based on federal law; (2) no state court could exercise jurisdiction over the defendants; (3) the exercise of jurisdiction is consistent with the laws of the United States; and (4) the exercise of jurisdiction is consistent with the Constitution. *Cent. States, Southeast and Sw. Areas Pension Fund v. Reimer Express World Corp.*, 230 F.3d 934, 940 (7th Cir. 2000). Because the Moving Defendants intentionally and knowingly offered for sale, sold, and shipped product to United States residents, personal jurisdiction is also proper under Rule 4(k)(2). *See Plixer Int’l v. Scrutinizer GmbH*, 905 F.3d 1, 5 (1st Cir. 2018).

In *Merial Ltd. v. Cipla Ltd.*, 681 F.3d 1283 (Fed. Cir. 2012), the Federal Circuit affirmed the district court’s refusal to vacate a default judgment on jurisdictional grounds because the district court had personal jurisdiction over the defendant under Rule 4(k)(2). As the Federal Circuit explained, “Rule 4(k)(2) was adopted to provide a forum for federal claims in situations where a foreign defendant lacks substantial contacts with any single state but has sufficient contacts with the United States as a whole to satisfy due process standards and justify the application of federal law.” *Id.* at 1293-94. The Court continued, noting “Rule 4(k)(2) thus approximates a federal long-arm statute,

allowing district courts to exercise personal jurisdiction even if the defendant's contacts with the forum state would not support jurisdiction under that state's long arm status, as long as (1) the plaintiff's claim arises under federal law, (2) the defendant is not subject to personal jurisdiction in the courts of any state, and (3) the exercise of jurisdiction satisfies due process requirements." *Id.* at 1294. Courts have adopted a burden shifting mechanism such that "if the defendant contends that he cannot be sued in the forum state and refuses to identify any other where suit is possible, then the federal court is entitled to use Rule 4(k)(2)." *Id.* The defendant's burden under this negation requirement entails "identifying a forum where the plaintiff **could have** brought suit – a forum where jurisdiction would have been proper at the time of filing, regardless of consent." *Id.* See also *Graduate Mgmt. Admission Council v. Raju*, 241 F. Supp. 2d. 589 (E.D. Va. 2003) (although there was no personal jurisdiction under Virginia's long arm statute, there was personal jurisdiction under Rule 4(k)(2) of an Indian citizen who sold copyright infringing test preparation materials into the United States from a website outside the United States).

Although the Defendants target the United States market by using Amazon.com, they assert they are not subject to the court's personal jurisdiction under Pennsylvania's long arm statute, but they have not identified any other forum in the United States where jurisdiction would have been proper at the time the lawsuit was filed. Thus, the Defendants have not met their burden in this case and are this Court has personal jurisdiction under Rule 4(k)(2).

D. Service of Process Was Proper Because Email Service is Not Prohibited by The Hague Convention

Federal Rule of Civil Procedure 4(h)(2) allows service of process on a corporation or other unincorporated association outside the United States as prescribed by Rule 4(f). Fed. R. Civ. P. 4(h)(2). Federal Rule of Civil Procedure 4(f)(3) allows this Court to authorize service of process by any means not prohibited by international agreement as the Court directs. *Rio Props., Inc. v. Rio Int'l Interlink*, 284 F.3d 1007, 1014 (9th Cir. 2002). Service by alternative means is proper here because (1) it was previously ordered by the Court; (2) it is not prohibited by international agreement; and (3) was reasonably calculated, under the circumstances, to apprise the parties of the action. As Chief Judge Hornak said in entering a preliminary injunction over a service objection by a defendant's counsel, "I think generally speaking, the service that's been authorized by an order of this court is not inconsistent with the Hague Convention in these circumstances and is otherwise fully authorized by the Federal Rules of Civil Procedure." *Doggie Dental, Inc. v. CDOoffice*, No. 21-271 (W.D. Pa. Apr. 6, 2021) (Hornak, CJ) [D.E. 54] (relevant transcript pages attached to *Ference Dec.*, ¶ 10, Transcript Pg. 37, lines 12-16).

i. Attempting Service Pursuant to the Hague Convention Is Not Mandatory

“[T]he task of determining when the particularities and necessities of a given case require alternate service of process under Rule 4(f)(3)” is committed “to the sound discretion of the district court.” *Rio Props., Inc.*, 284 F.3d at 1016. Fed. R. Civ. P. 4(f) does not require a plaintiff to attempt service by other means before seeking authorization to use an alternate means of service under Rule 4(f)(3). *See CFTC v. Caniff*, 2020 U.S. Dist. LEXIS 33416, at *14 (N.D. Ill. Feb. 27, 2020) (citation omitted) (explaining that a plaintiff “is not required to first attempt service through the Hague Convention⁴ under Rule 4(f)(1) before asking this Court to allow alternate means”); *see also Volkswagen Group of America, Inc. v. Brandcar Store, et al.*, No. 20-cv-03131 (N.D. Ill. Sept. 14, 2020) (“a plaintiff need not comply with or attempt service under the Hague Convention before seeking an order for alternative service under Rule 4(f)(3)”); *Gianni Versace, S.P.A. v. Yong Peng, et al.*, No. 18-cv-5385 (N.D. Ill. Feb. 27, 2019) (“Nor must Versace attempt service by contacting the Chinese Ministry of Justice, as suggested by [defendant]. The plain language of Rule 4 requires only that service be made as directed by the court and not prohibited by international agreement.”).

“Moreover, no language in Rules 4(f)(1) or 4(f)(2) indicates their primacy, and certainly Rule 4(f)(3) includes no qualifiers or limitations which indicate its availability only after attempting service of process by other means.” *Rio Props., Inc.*, 284 F.3d at 1015; *Flava Works, Inc. v. Does 1-26*, 2013 WL 1751468, at *7 (N.D. Ill. Apr. 19, 2013) (“in the absence of a directive from the [Seventh Circuit], the court finds that Rule 4(f) does not indicate a preference for any method of service”); *Volkswagen Group of America, Inc. v. 5starautoparts2015, et al.*, No. 19-cv-7978 (N.D. Ill. Mar. 31, 2020) (citing *Nagravision SA v. Gotech Int’l. Tech. Ltd.*, 882 F. 3d 494, 498 (5th Cir. 2018) (defendant’s argument “misses the mark because service was not effected pursuant to the Hague Convention, and that agreement does not displace Rule 4(f)(3)”). In other words, alternate 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. *Rio Props., Inc.*, 284 F.3d at 1014.

ii. Hague Convention Does Not Apply Because Defendants’ Address Was Unknown

Article 1 of the Hague Convention states that “[t]his Convention shall not apply where the address of the person to be served with the document is not known.” Each of the Moving Defendants has consistently tried to hide its true identify. In fact, to date, the evidence shows that each Moving Defendant has used multiple emails, multiple

names, and different addresses. The information in the pro se motions submitted by each Moving Defendant is contradicted by the information each Moving Defendant provided to Amazon and raises serious concerns about the veracity of the statements being made to the Court. The chart attached as **Exhibit B** summarizes the different email, alias and addresses each Moving Defendant has reported.

This information appears on each Defendant's Amazon.com listing and Google Translate was used to translate the information from Chinese to English. *See Ferenca Dec.* at ¶¶ 17-20. Furthermore, Plaintiff searched each of the addresses provided by the Moving Defendants through leading U.S. and China online map services and could not find a matching location on any maps. *Id.* The U.S. map service shows the location cannot be found or a partial match was found; the Chinese map service cannot match a location with the addresses provided either. *Id.* In short, the identifying information each of the Defendants has provided is fake. Therefore, Defendant's address was unknown and the Hague Convention does not apply. *Microsoft Corp. v. Does*, No. 12-CV-1335-SJ-RLM, 2012 U.S. dist. LEXIS 162122, 2012 WL 5497946, at *2 (E.D.N.Y. Nov. 13, 2012) (concluding that Plaintiff used "diligent efforts" to identify defendants who "operate[d] via the Internet" and had "sophisticated means to conceal their identities and locations," and thus the Hague Convention was "not applicable").

iii. E-mail Service Pursuant to Rule 4(f)(3) Was Proper Even if Defendant's Physical Address Was Purportedly Available

Rule 4(f)(3) simply states that service can be effectuated "by any means not prohibited by international agreement." Rule 4(f)(3) does not mention any requirement regarding attempts to identify, verify or serve a defendant at a purported physical address prior to requesting alternate service. Fed. R. Civ. P. 4(f)(3); *Romag Fasteners, Inc. v. Fossil Grp., Inc.*, 140 S. Ct. 1492, 1495 (2020) ("Nor does this Court usually read into statutes words that aren't there"). Rather, "Rule 4(f)(3) provides the Court with flexibility and discretion empowering courts to fit the manner of service utilized to the facts and circumstances of the particular case." *Strabala*, 318 F.R.D. at 100.

One court recently found that brand owners like Plaintiff face a "swarm of attacks" on their rights, and "filing individual causes of action against each counterfeiter ignores the form of harm" that Plaintiffs face. *Bose Corp. v. Operators of andwind, et al.*, No. 19-cv-07467 (N.D. Ill. Nov. 12, 2019) ([46], p. 12). In *Hangzhou Chic v. The Partnerships*, the Court held that email service was proper "even if [defendants'] addresses were available" on their Amazon webpage because "[t]ime is of the essence with an injunction in place" and that the Hague Convention does not prohibit email service. 20-cv- 04806 (N.D. Ill, Apr. 1, 2021); *see also Eye Safety Systems, Inc. v. Shenzhen*

⁴ Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters (the "Hague

Vaking Techonology Co., Ltd., No. 19-cv-00098 (N.D. Ill.) (granting alternative service pursuant to Fed. R. Civ. P. 4(f)(3) because “This is a trademark infringement case; and the harm in the trademark infringement case accumulates day by day, week by week, month by month. And to require the plaintiff to wait the one or two years it would take for the Hague Convention process to play out in China wouldn’t be fair under these circumstances.”) The same reasoning applies to allowing service via email to address a swarm of wrongdoers. Requiring rights holders to comply with the Hague Convention creates tremendous obstacles that clearly favor the “swarm” of wrongdoers since there is no reasonable way to ascertain a truly accurate name and address. China-based sellers often shroud their true identities using aliases and inaccurate information. Moreover, the “English” name, address and other identifying information used by a Chinese seller rarely translates accurately into Chinese. This all makes service under the Hague Convention an exercise in futility.

A highly reliable and efficient means of reaching a swarm of wrongdoers is by using their emails. It is the communication link created by each defendant to correspond with their U.S. customers. Equally important, the emails used by Plaintiff are also the emails used by each defendant to communicate with seller platforms such as Amazon – the payment processor that hold Defendants’ funds. Email is a means to efficiently and effectively serve a swarm of wrongdoers. Thus, Rule 4(f)(3) provides the Court with the flexibility to efficiently and effectively deal with a “swarm” of e-commerce wrongdoers by email service.

iv. The Hague Convention Does Not Prohibit Electronic Service, and China Has Not Objected to Service of Process by E-mail.

Defendants argue that email service is prohibited by international agreement, namely the Hague Convention. Judges in this district have held otherwise. *Doggie Dental, Inc. v. CDOoffice*, No. 20-cv-271 (W.D. Pa.) (Hornak, J.) (FERENCE Dec. at ¶ 10) Further, limiting alternative service methods to only those explicitly authorized by China would necessarily render Fed. R. Civ. P. 4(f)(3) superfluous and redundant of Fed. R. Civ. P. 4(f)(1). Of the thousands of cases filed against online sellers, only one case has required use of the Hague Convention, *Luxottica Group S.p.A. v. Xiong Hua Ping, et al.*, 391 F. Supp. 3d 816 (N.D. Ill. 2019). [38] at p. 7. This case is an outlier, however, as the Judge in *Luxottica Group S.p.A.* has never again required its use and has subsequently permitted electronic service in similar cases involving China-based e-commerce stores. *See, e.g., SpinMaster Ltd., et al. v. California Pineapple Toy Store, et al.*, No. 20-cv-00628 (N.D. Ill. Mar. 5, 2020); *Deckers Outdoor Corporation v.*

The Partnerships, et al., No. 20-06718 (N.D. Ill. Dec. 18, 2020); *Marshall Amplification PLC v. The Partnerships, et al.*, No. 20-07529 (N.D. Ill. Jan. 20, 2021).

v. Service via E-mail Comports with Constitutional Notions of Due Process.

Service via e-mail comports with constitutional notions of due process, because it was reasonably calculated, under all of the circumstances, to apprise Defendant of the pendency of this action and afford Defendant an opportunity to present objections. *See Maclean-Fogg Co.*, 2008 U.S. Dist. LEXIS 97241, at *5; *Sulzer Mixpac AG*, 312 F.R.D. at 332 (“...the Court finds that in this case, service to the email address listed on defendant’s website 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.’”). Defendants – and their counsel Jesun – have actual notice of this Case and do not show why service by e-mail unfairly prejudices them or violates due process. The objection to alternative service is nothing more than an attempt to create a procedural hurdle rather than as a method of ensuring Defendants’ knowledge of this lawsuit.

CONCLUSION

Accordingly, for the reasons stated herein, Plaintiff respectfully requests that this Court deny the motion by the Moving Defendants to set aside the Clerk’s Entry of Default.

Dated: June 11, 2021

FERENCE & ASSOCIATES LLC
409 Broad Street
Pittsburgh, Pennsylvania 15143
(412) 741-8400 - Telephone
(412) 741-9292 - Facsimile

Respectfully submitted,

/s/ Stanley D. Ference III
Stanley D. Ference III
Pa. ID No. 59899
courts@ferencelaw.com

Brian Samuel Malkin
Pa. ID No. 70448
bmalkin@ferencelaw.com

EXHIBIT A

Seller Display Name

hgs76dh

Seller ID

A1GNJ0L6IEMC58

Deliver to Brian Sewickley 15143

All

flower+pillow

Hello, brian Account Returns & Orders

0

All brian's Amazon.com Best Sellers Customer Service Sell Browsing History Buy Again

Support Black entrepreneurship

Amazon Home Shop by Room Discover Shop by Style Home Décor Furniture Kitchen & Dining Bed & Bath Garden & Outdoor Home Improvement

4,997

Back to results

Sponsored



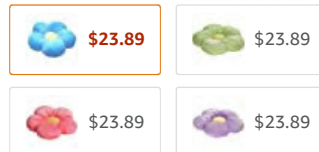
hgs76dh Flower Floor Pillow Cushion Flower-Shaped Cushion Thick Plush No Slip Soft for a Reading Nook, Bed Room, or Watching TV Mat Suit for Adult&Child Lay Study (Blue)

Brand: hgs76dh

Price: \$23.89 & FREE Shipping

Thank you for being a Prime member. Get a \$70 Gift Card: Pay \$0.00 upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

Color: Blue



- Fun and comfortable, this colorful pillow will add popular colors to sofas and chairs, and looks cute in children's bedrooms or playrooms.
- Super soft microfiber feels plush luxury, but strong and not easily deformed. Soft and cute, these delicious pillows combine fun, design and comfort.
- Use this large flower pillow with a diameter of 50cm to turn any bedroom or game room into a fake garden holiday. Wipe stains with a damp cloth or machine wash, gently circulate cold water, and air dry.
- This wonderful decor is a great floor pillow for reading books, watching TV at floor, and is more comfortable than rugs or mats. You

\$23.89

& FREE Shipping

Arrives: March 4 - 10

Fastest delivery: March 2 - 8

In Stock.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from hgs76dh

Sold by hgs76dh

Deliver to Brian - Sewickley 15143

Add to List

Add to Wedding Registry

Add to Registry & Gifting

Share

Have one to sell?

Sell on Amazon

211

Sponsored







Deliver to Brian
Sewickley 15143

All ▾

Hello, brian
Account ▾ Returns
& Orders

0

All brian's Amazon.com Best Sellers Customer Service Sell Browsing History ▾ Buy Again Prime Video Shop Black-owned businesses

hgs76dh

[hgs76dh storefront](#)

Just launched No feedback yet

hgs76dh is committed to providing each customer with the highest standard of customer service.

Have a question for hgs76dh?

[Ask a question](#)

Detailed Seller Information

Business Name:shenzhenbaishankejiyouxiangongsi

Business Address:

luoganglu2haojiazhouhuayuanB1dong803
longgangqubujijiedao
shenzhenshi
518116
CN

Returns & Refunds

Shipping

Policies

Help

Products

Please refer to the [Amazon.com Return Policy](#) and [Amazon.com Refund Policy](#) or contact hgs76dh to get information about any additional policies that may apply.

[Contact this seller](#)

To initiate a return, visit [Amazon's Online Return Center](#) to request a return authorization from the seller.

A-to-z Guarantee

Place your merchant order through the Amazon.com Shopping Cart and your purchase is protected by the A-to-z Safe Buying Guarantee. Amazon.com automatically transfers your payment to the merchant so you'll never need to pay a merchant directly. Our A-to-z Safe Buying Guarantee covers both the delivery of your item and its condition upon receipt...[Read more](#)

[Leave seller feedback](#) [Tell us what you think about this page](#)

Digital magazines you may like

Page 1 of 4



Bon Appétit Magazine
Condé Nast
3,756
Kindle Edition
\$5.00



Martha Stewart Living Magazine
Martha Stewart Living...
7,504
Kindle Edition
\$5.00



Wired
Condé Nast
2,472
Kindle Edition
\$5.00



Consumer Reports
Consumer Reports
1,414
Kindle Edition
\$24.00

Deliver to Brian
Sewickley 15143

hgs76dh ▾

Hello, brian
Account ▾ Returns
& Orders

0

All brian's Amazon.com Best Sellers Customer Service Sell Browsing History ▾ Buy Again Prime Video Prime ▾ Today's Deals

1-16 of 750 results

Sort by: Featured

Brand

hgs76dh
GoGreen Sprouter

Price and other details may vary based on size and color



Sponsored



hgs76dh Flower Floor Pillow Cushion Flower-Shaped
Cushion Thick Plush No Slip Soft for a Reading Nook, Be...

\$23⁸⁹

FREE Shipping



hgs76dh Crystal Lotus Candle Holder 7 Colors Crystal
Glass Lotus Flower Candle Tea Light Holder Creative...

\$13⁸⁹

FREE Shipping



hgs76dh Artificial Gypsophila Floral Flower Silk Fake Real
Touch Baby Breath Flowers Home Decoration Wedding...

\$9²⁶

FREE Shipping



hgs76dh 3D Crystal Stereo Wall Sticker Decoration
Background Wall Flower Vine Simple Warm Removable...

\$8⁰²

FREE Shipping



hgs76dh Artificial Artichoke Fruit Faux Artificial
Vegetables Silk Floral Flower Bouquet Party Decor Craft...

\$12²³

FREE Shipping

Checkout (1 item)



1 Shipping address Change

██████████
409 BROAD ST STE 260
SEWICKLEY, PA 15143-1558
[Add delivery instructions](#)

2 Payment method Change

██
Add a gift card or promotion code or voucher

By placing your order, you agree to Amazon's [privacy notice](#) and [conditions of use](#).

Order Summary

Items:	\$23.89
Shipping & handling:	\$0.00
Total before tax:	\$23.89
Estimated tax to be collected:*	\$1.43

Order total: \$25.32

[How are shipping costs calculated?](#)
[Why didn't I qualify for Prime Shipping?](#)

3 Review items and shipping

Want to save time on your next order and go directly to this step when checking out?

Default to these delivery and payment options

Estimated delivery: Mar. 4, 2021 - Mar. 10, 2021

Items shipped from hgs76dh



hgs76dh Flower Floor Pillow Cushion Flower-Shaped Cushion Thick Plush No Slip Soft for a Reading Nook, Bed Room, or Watching TV Mat Suit for Adult&Child Lay Study (Blue)

\$23.89

Qty: 1

Sold by: hgs76dh

Not eligible for Amazon Prime
[\(Learn more\)](#)

Gift options not available.

Choose a delivery option:

- Tuesday, Mar. 2 - Monday, Mar. 8**
\$38.99 - Expedited Shipping
- Thursday, Mar. 4 - Wednesday, Mar. 10**
FREE Standard Shipping

Order total: \$25.32

By placing your order, you agree to Amazon's [privacy notice](#) and [conditions of use](#).

*Why has sales tax been applied? [See tax and seller information.](#)

Need help? Check our [Help pages](#) or [contact us](#)

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Important information about sales tax you may owe in your state

You may return new, unopened merchandise in original condition within 30 days of delivery. Exceptions and restrictions apply. See Amazon.com's [Returns Policy](#).

Need to add more items to your order? Continue shopping on the [Amazon.com homepage](#).

Deliver to Brian Sewickley 15143 All

Hello, brian Account Returns & Orders 0

All brian's Amazon.com Best Sellers Customer Service Sell Browsing History Buy Again Prime Video Shop Black-owned businesses

Your Account > Your Orders > Order Details

Order Details

Ordered on February 24, 2021 Order# 112-1037078-7684228

View or Print invoice

Shipping Address [Redacted] 409 BROAD ST STE 260 SEWICKLEY, PA 15143-1558 United States <input type="button" value="Change"/>	Payment Method [Redacted] <input type="button" value="Change"/>	Apply gift card balance <input type="text" value="Enter code"/> <input type="button" value="Apply"/>	Order Summary Item(s) Subtotal: \$23.89 Shipping & Handling: \$0.00 Total before tax: \$23.89 Estimated tax to be collected: \$1.43 Grand Total: \$25.32 See tax and seller information
---	--	---	---

[Transactions](#)

Arriving Mar 4 - Mar 10

hgs76dh Flower Floor Pillow Cushion Flower-Shaped Cushion Thick Plush No Slip Soft for a Reading Nook, Bed Room, or Watching TV Mat Suit for Adult&Child Lay Study (Blue)
 Sold by: hgs76dh
\$23.89
 Condition: New

Top picks for you

Page 1 of 5

- | | | | | | |
|--------------------------|--|--|--|--------------------------|---|
| <input type="checkbox"/> | <p>BESPORTBLE Heart Shape Makeup Mirror Cosmetic Mirror Desktop Mirror Wall Hanging Mirror Bedroom...
6
1 offer from \$29.99</p> | <p>Little Book of Prada (Little Book of Fashion)
Graves Laia Farran...
682
Hardcover
\$16.95</p> | <p>Cavallini Decorative Wrap Poster, Mineralogie, 20 x 28 inch Italian Archival Paper (WRAP/MIN)
504
\$14.38</p> | <input type="checkbox"/> | <p>Bacon Grease Container Grease Can, Cute Oil Container Can with Strainer and Dust-Proof...
92
\$10.98</p> |
|--------------------------|--|--|--|--------------------------|---|

Inspired by your browsing history

Seller Display Name

Tini-Store

Seller ID

A2N2SVY65F3QKF

Deliver to Brian Sewickley 15143

All

kids+flower+pillow

Hello, brian Account Returns & Orders

0

All brian's Amazon.com Best Sellers Customer Service Sell Browsing History Prime Video Prime Celebrate Black innovators

Amazon Home Shop by Room Discover Shop by Style Home Décor Furniture Kitchen & Dining Bed & Bath Garden & Outdoor Home Improver

5,497

Back to results

Sponsored



Flower-Shaped Seat Cushion -19.7 inches, Tini Girls Floor Pillow Seating Cushion for Reading Nook, Bed Room, Watching TV, Softer More Plush Chair Pads Than Area Rug and Foam Mat (Blue)

Brand: Tini

Price: \$21.98

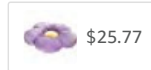
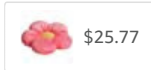
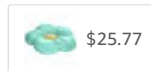
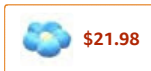
Coupon

Save an extra 6% when you apply this coupon.

Details

Thank you for being a Prime member. Get a \$70 Gift Card: Pay \$0.00 upon approval for the Amazon Prime Rewards Visa Card.

Color: Blue



Brand Tini

Item Plush

Firmness

Description

Color Blue

Shape Round

About this item

- **🌸 [HIGH-QUALITY]** The round floor cushion is made of Natural eco-friendly material, Super soft microfiber feels plush luxury, but strong and not easily deformed.
- **🌸 [SIZE]** Patio Chair Cushion dimensions are 19.68x19.68 inch (1

\$21.98

\$9.99 delivery: March 8 - 12

Fastest delivery: March 2 - 5

Only 20 left in stock - order soon.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from Tini-Store

Sold by Tini-Store

Deliver to Brian - Sewickley 15143

Add to List

Add to Registry & Gifting

Share

Have one to sell?

Sell on Amazon

66

Sponsored









19.68in/50cm

19.68in/50cm

Deliver to Brian Sewickley 15143 All

Hello, brian Account Returns & Orders 0

All brian's Amazon.com Best Sellers Customer Service Sell Browsing History Prime Video Prime Celebrate Black innovators

Tini-Store

Tini-Store storefront

94% positive in the last 12 months (16 ratings)

Tini-Store is committed to providing each customer with the highest standard of customer service.

Have a question for Tini-Store?

Ask a question

Detailed Seller Information

Business Name:WU HAN MING JINYUAN JIANZHU LAOWU YOUXIANGONGSI

Business Address:

WUHANDONGHUXINJISHUKAIFAQUANGUDADAO19HAOJINXIN-GUOJI
YIQI1DONG2DANYUAN10CENG10HAOBANGONGHAO(ZIMAOQUWUHANPIA
NQU)
wuhanshi
hubeisheng
430074
CN

Feedback Returns & Refunds Shipping Policies Help Products

"My Christmas food can be sealed well and it is very convenient to use"
By Duke Emilyy on February 20, 2021.

"They are really cute!"
By D. Blair on February 19, 2021.

"goodbye 2020,hello 2021,it very good"
By Serita Gayles on February 18, 2021.

"Made of cardboard not ceramics (Don't Buy) not worth the money!"
By Dave G on February 9, 2021.

"It is my favorite DIY diamond painting. This owl pattern is also very beautiful. I want to ask my friends to buy it together"
By Darrell Hardin on February 4, 2021.

	30 days	90 days	12 months	Lifetime
Positive	90%	93%	94%	94%
Neutral	0%	0%	0%	0%
Negative	10%	7%	6%	6%
Count	10	15	16	16

Previous Next

[Leave seller feedback](#) [Tell us what you think about this page](#)

Digital magazines you may like

Deliver to Brian Sewickley 15143

Tini-Store

Hello, brian Account Returns & Orders

0

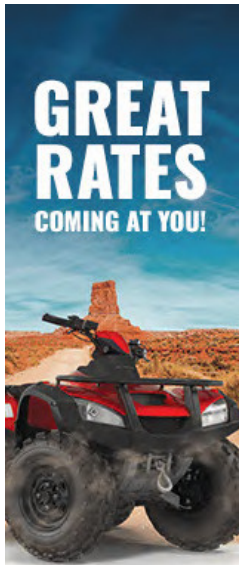
All brian's Amazon.com Best Sellers Customer Service Sell Browsing History Prime Video Prime Buy Again Today's Deals

1-16 of over 2,000 results

Sort by: Featured

Brand

Tini Serria Wesracia



GREAT RATES COMING AT YOU!

GEICO MOTORCYCLE+ATV

QUOTE NOW



Sponsored

Price and other details may vary based on size and color



Snow Shovel for Driveway, Tini Portable Telescopic Compact Emergency Snow Shovel for Car, Heavy Duty...

\$26⁹⁸

Save 6% with coupon

FREE Shipping

Only 10 left in stock - order soon.



Snow Sled, Snowboard with Pull Rope, Antifreeze Wear Resistant Winter Sledding High Performance Toboggan...

\$28³⁹

Save 6% with coupon (some sizes/colors)

\$3.99 shipping



St Patrick's Day Wreaths Leprechaun Wreath, Irish Green Wreaths for Front Door St Patricks Day Decorations with...

1

\$19⁹⁸

Save 6% with coupon

\$3.99 shipping

Only 20 left in stock - order soon.



Tini Irish Gnome Decor, St. Patrick's Day Decorations Green Handmade Swedish Gnome Plush Doll...

3

\$13³⁵

Save 6% with coupon

\$1.99 shipping

Only 10 left in stock - order soon.



Food Slice Assistant Potato Slicer - Tini Stainless Steel Mini Chopper Food Processor - Banana, Tomato, Garlic,...

\$8⁴⁹

FREE Shipping

Checkout (1 item)



1 Shipping address Change

██████████
409 BROAD ST STE 260
SEWICKLEY, PA 15143-1558
[Add delivery instructions](#)

2 Payment method Change

██
Add a gift card or promotion code or voucher

3 Review items and shipping

Want to save time on your next order and go directly to this step when checking out?
 Default to these delivery and payment options

[Place your order](#)

By placing your order, you agree to Amazon's [privacy notice](#) and [conditions of use](#).

Order Summary

Items:	\$21.98
Shipping & handling:	\$9.99
Total before tax:	\$31.97
Estimated tax to be collected:*	\$1.92

Order total: \$33.89

[How are shipping costs calculated?](#)
[Why didn't I qualify for Prime Shipping?](#)

Estimated delivery: Mar. 8, 2021 - Mar. 12, 2021

Items shipped from Tini-Store



Flower-Shaped Seat Cushion -19.7 inches, Tini Girls Floor Pillow Seating Cushion for Reading Nook, Bed Room, Watching TV, Softer More Plush Chair Pads Than Area Rug and Foam Mat (Blue)

\$21.98

Qty:

Sold by: Tini-Store

Not eligible for Amazon Prime

[\(Learn more\)](#)

Gift options not available.

Choose a delivery option:

- Tuesday, Mar. 2 - Friday, Mar. 5**
\$44.98 - Expedited Shipping
- Monday, Mar. 8 - Friday, Mar. 12**
\$9.99 - Standard Shipping

[Place your order](#)

Order total: \$33.89

By placing your order, you agree to Amazon's [privacy notice](#) and [conditions of use](#).

*Why has sales tax been applied? [See tax and seller information.](#)

Need help? Check our [Help pages](#) or [contact us](#)

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

[Important information about sales tax you may owe in your state](#)

You may return new, unopened merchandise in original condition within 30 days of delivery. Exceptions and restrictions apply. See Amazon.com's [Returns Policy](#).

Need to add more items to your order? Continue shopping on the [Amazon.com homepage](#).

Deliver to Sewickley 15143 All

Hello, brian Account Returns & Orders 0

All brian's Amazon.com Best Sellers Customer Service Sell Browsing History Prime Video Prime Discover Black History Makers

Your Account > Your Orders > Order Details

Order Details


Ordered on February 26, 2021 Order# 111-1848610-9789012

View or Print invoice

Shipping Address [Redacted] 409 BROAD ST STE 260 SEWICKLEY, PA 15143-1558 United States <input type="button" value="Change"/>	Payment Method [Redacted] <input type="button" value="Change"/>	Apply gift card balance <input type="text" value="Enter code"/> <input type="button" value="Apply"/>	Order Summary Item(s) Subtotal: \$21.98 Shipping & Handling: \$9.99 Total before tax: \$31.97 Estimated tax to be collected: \$1.92 Grand Total: \$33.89 See tax and seller information
---	--	---	---

[Transactions](#)





Arriving Mar 8 - Mar 12



Flower-Shaped Seat Cushion -19.7 inches, Tini Girls Floor Pillow Seating Cushion for Reading Nook, Bed Room, Watching TV, Softer More Plush Chair Pads Than Area Rug and Foam Mat (Blue)
 Sold by: Tini-Store
\$21.98
 Condition: New

Related to items in this order

Page 1 of 7

- | | | | |
|--|---|--|--|
| 
HearthSong Secret Garden Hideaway Canopy with Ribbons, Flower Canopy, and Nylon Tie-Backs, 7'H...
47
\$34.98 | 
Cabilock David Statue Flower Vase Furniture Sculpture Brushes Holder Resin Head Cement...
1
\$16.65 | 
4M 40 LED Battery Powered Fairy String Light, Five-Pointed Star String Lights for...
2,175
\$9.99 | 
Luxurious Fabric Shell Pillow, Perfect Coastal Throw Pillows for Beach Home Decor, Decorative...
2
\$11.29 |
|--|---|--|--|



Back to top

EXHIBIT B

Source	Amazon Store	Name	Address
Amazon.com	HGS76DH	shenzhenbaishankejiyouxian gongsi	luoganglu2haojiazhouhuayuanB1dong803 longgangqubujijiedao shenzhenshi 518116 CN
Amazon.com in English (Google Translate)	HGS76DH	Shenzhen Baishan Technology Co., Ltd.	803, East B1, California Garden, No. 2, Luogang Road, Buji Street, Longgang District, Shenzhen 518116 CN
Defendant's Motion [59]	HGS76DH	Chen Shui Ma	203 Huihai building, 1st East Ring Road, Longhua District, Shenzhen,China
Amazon.com	TINI-STORE	WU HAN MING JINYUAN JIANZHU LAOWU YOUXIANGONGSI	WUHANDONGHUXINJISHUKAIFAQUGUANGGUD ADAO19HAOJINXIN-GUOJI YIQI1DONG2DANYUAN10CENG10HAOBANGONG HAO(ZIMAOQUWUHANPIA NQU) wuhanshi hubeisheng 430074 CN
Amazon.com In English (Google Translate)	TINI-STORE	Wuhan Ming jin yuan J Ian Z hula ow u you X Ian gong SI	Wuhan dong hu ξ NJ i Shu Kai FAQ U guan GG u Dada O19ha O jinx in·GU OJ i Y IQ i1dong2Dan yuan10C Eng10H AO bang on GH AO(Z i Mao Q U Wuhan P Ian Q U) Wuhan, Hubei Province 430074 cn
Defendant's Motion [60]	TINI-STORE	Yu Ming Hao	605 South guoliyuan, Jianshe Road, Longhua District, Shenzhen,China

1.