

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

THIAGO MELLADO,	)	
	)	
Plaintiff,	)	
	)	Civil Action No. 2:26-cv-00420-WSS
v.	)	
	)	Hon. William S. Stickman IV
SCHEDULE A DEFENDANTS,	)	
	)	
Defendants.	)	

**PLAINTIFF’S NOTICE OF DEPOSITION OF NON-PARTY WHALECO INC. d/b/a  
TEMU PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 30(b)(6)**

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 30(b)(6), Federal Rule of Civil Procedure 45, and the Court’s expedited-discovery authorization set forth in paragraphs I.A.9 and III.B of the Temporary Restraining Order entered March 31, 2026 (ECF No. 17), Plaintiff Thiago Mellado will take the deposition upon oral examination of Non-Party Whaleco Inc. d/b/a Temu (“Temu”) before a certified court reporter or other officer authorized to administer oaths pursuant to Fed. R. Civ. P. 30(b)(6), at the date, time, and location stated below:

**Date:** June 24, 2026

**Time:** 10:00 am ET

**Location:** Ference & Associates LLC, 409 Broad Street, Pittsburgh, PA 15143, or as otherwise agreed

**Reporter:** Certified court reporter retained by Plaintiff

The deposition will be recorded stenographically and may also be recorded by video. The deposition will continue from day to day until completed.

**DESIGNATION OF DEPONENT**

Pursuant to Federal Rule of Civil Procedure 30(b)(6), Temu must designate one or more officers, directors, managing agents, or other persons to testify on Temu’s behalf regarding the

matters set forth below. Plaintiff identifies Jensen Xu, Temu's IP Director of Trust and Safety (declarant in ECF No. 27-2), as the individual Plaintiff expects to appear. If Temu designates a different representative, Temu shall notify Plaintiff's counsel no later than seven (7) days before the deposition date.

### **MATTERS FOR EXAMINATION**

Temu must designate one or more representatives with knowledge sufficient to testify completely regarding the following topics:

1. For each of the 391 Accused Stores, the records reflecting each Defendant's unauthorized and unlicensed use of Plaintiff's Works in connection with the distribution, marketing, advertising, offering for sale, or sale of any products, including records sufficient to show, for each listing on each Accused Store: (a) the listing creation date; (b) the listing removal or takedown date (if any); and (c) the reason recorded by Temu for that removal, as authorized by paragraph III.B(4) of the Court's TRO (ECF No. 17).
2. For each of the 391 Accused Stores, all signals or records maintained by Temu that link that Accused Store to any other Temu storefront, seller account, or beneficial owner that has not previously been provided to Plaintiff, including any signal collected by Temu's trust-and-safety, risk, or compliance teams (such as common name, address, email, phone, government identification, business registration, tax identification, payment account, bank account, device fingerprint, IP address, or shipping origin), as authorized by paragraph III.B(2) of the Court's TRO (ECF No. 17).
3. For each of the 391 Accused Stores, the identity information and documentation Temu collected at account creation and on any subsequent verification, and the completeness and

current status of Temu's identity records for the Defendant operating each Accused Store, as authorized by paragraphs III.B(1) and III.B(2) of the Court's TRO (ECF No. 17).

4. The financial accounts, payment-processing arrangements, and restrained funds associated with the 391 Accused Stores, including: (a) the financial institutions and payment processors used; (b) the amount, location, and current balance of funds restrained pursuant to the TRO (including the \$450,467.57 figure referenced in Temu's Memorandum); (c) any transactions affecting those balances since entry of the TRO; (d) the operative seller, escrow, payment-processing, or terms-of-service agreement(s) between Temu and the Schedule A Defendants governing custody, ownership, or distribution of those funds; (e) Temu's contractual or property interest, if any, in those funds; and (f) any refund, chargeback, return, dispute, fee, or other payout Temu has paid, advanced, or reserved against those funds since entry of the TRO, including Temu's communications with any payment processor, escrow agent, or financial institution concerning the restraint, custody, or release of those funds.
5. For each of the 391 Accused Stores, the universe of product listings posted, hosted, or otherwise maintained on Temu.com that were active or taken down at any time on or after January 1, 2023, including listing or Product IDs, listing titles and descriptions, product images (and any associated image hash, content fingerprint, or perceptual-hash value), creation dates, takedown dates and reasons, category, price history, gross merchandise value, unit sales count, and revenue.

#### **DOCUMENTS TO BE PRODUCED AT DEPOSITION**

Temu is requested to produce the following no later than seven (7) days before the deposition, or as otherwise agreed:

1. For each of the 391 Accused Stores, all underlying data Temu drew upon to populate Exhibits A and B to the Xu Declaration (ECF Nos. 27-3 and 27-4), to the extent that data reflects each Defendant's sales history, listing history, and financial information associated with that Defendant's User Account and Merchant Storefront, as authorized by paragraph III.B(3) of the Court's TRO (ECF No. 17).
2. Temu's seller identity and account records for each of the 391 accused stores.
3. Temu's financial records for each of the 391 accused stores, including records of current restrained-fund balances.
4. For each of the 391 Accused Stores, all product listings active or taken down on or after January 1, 2023, including images, listing IDs, titles, descriptions, creation/takedown dates, prices, and sales data.
5. All documents reflecting Temu's contractual or property interest, if any, in the restrained funds, and the operative seller, escrow, payment-processing, or terms-of-service agreement(s) between Temu and the Schedule A Defendants.

Dated: May 22, 2026

Respectfully submitted,

/s/ Stanley D. Ference III

Stanley D. Ference III

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FERENCE & ASSOCIATES LLC

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(412) 741-8400 – Telephone

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***ATTORNEY FOR PLAINTIFF***

**CERTIFICATE OF SERVICE**

I hereby certify that on May 22, 2026, a true and correct copy of the foregoing was served as follows:

1. Upon counsel for Non-Party Whaleco Inc. d/b/a Temu via electronic mail at the address(es) of Zachary J. Watkins, Esq. (zwatkins@rjglaw.com), Thomas J. Campenni, Esq. (tcampenni@rjglaw.com), and Marko R. Zoretic, Esq. (marko.zoretic@knobbe.com), and legal@temu.com; and
2. Upon the Defendants identified on Schedule A to the Complaint, pursuant to Federal Rule of Civil Procedure 45(a)(4), by electronic publication to Plaintiff's designated case website, <https://ferencelawsuit.com>.

/s/ Stanley D. Ference III  
Stanley D. Ference III