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Mattel, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MATTEL, INC.

Plaintiff

v.

1622758984,1922529011, 3237063196,
3ADIANPU, AISAITE, AJKKXIAO,
ALINA_ZLL, AMAKEUPSTORE, AMAPO,
ANDREA-LOVEKOBE, AT THE BEGINNING
OF LANGUAGE, BABY HI, BANGXING,
BEAUTY, OUTDOOR AND ELECTRONIC,
BEBEST, BENGBU TRADE LIMITED BY
SHARE LTD, BEST HOPE, BLUESKY588,
BURNING FIRE, BUYINFUN, C-BEAR,
CECILIASTYLE, CHERRYSTORE6, CHINA
SOUL, COCOMENGXIANGJIA, DE YANG,
DIDIAO, DREAMTOP, ELYSIAN FIELDS,
FANCYBABY JEWELRY, FANTASTIC5,
FASHION MEMORIES, FASHIONGOGOGO,
FASHIONISTAS, FATE STAY NIGHT,
FATIONSHOP, FENGJIANYU45033,
FESENZ, FFBFDNDFNDRF, FIRMTOWN94,
FPFP, GEORGE ELLIOT, GN SERVICE
CO.LTD., GODEAL2017, GRACEQQ,
GUANGZHOUFENGSEWANGJUYINGHUA
MAOYIYOUXIANGONGSI,
GUOJUN1991@163.COM,

CIVIL ACTION No.
18-cv-8821 (AJN)

~~**PROPOSED**~~
**FINAL DEFAULT JUDGMENT
AND PERMANENT INJUNCTION
ORDER**

HANGZHOUJINGPINBAOBAO,
HAPPYDREAM2016, HEADACHES, HELLO
BODY, HOME GOODS, HONG KONG QI
SHENG, HONGXIN TRADING COMPANY,
HYLL2016, IFOUND, JACKON, JOHNY
PAPI, JTD, JTWAREHOUSE, JUSTICE, KÉ,
KISS YOUR LIFE, LINDAF JEWELRY,
LINJUBUY, LINZHIHEN, LIPENG TRADING
CO., LIMITED, LITTLLOVE, LONELY
PLANET, LUCK2017, LUCKY DOG8,
LUCKY-1, LUSYS, LY2016, MATCHBESTCT,
MEIRENYUHA, MICROHAPPYWISE,
MRROBINSON, MW1023214, MY
TREASURE, NANJING MH COMPANY,
NEWBEAR, NEWIN, NIUQI DIGITAL
FRANCHISE, ORIENT INTERNATIONAL
TRADING CO., LTD., PEACH PARTY,
PEGGY, PERFECT ELECTRONIC
TECHNOLOGY CO., LTD,
QINGDAOTIANCHANGZHENGQUANSHIY
EYOUXIANGONGSI,
QIPILANGZHENPISHOUBAO,
RFHBTGNDERFGBESDR, SAML, SAMLIR,
SANDI MARKET, SHANGHAI YEE TONG
TRADING CO., LTD.,
SHANGHAIBINJIAWANGLUOGONGCHEN
GYOUXIANGONGSI,
SHANGHAIYEJIAJINCHUKOUYOUXIANG
ONGSI, SHENZHEN NATURE MAKER,
SHENZHEN SAFE TECHNOLOGY CO., LTD,
SHENZHENSIXINGJIEXUNDIANZIYOUXI
ANGONGSI, SMALL HOUSEHOLD
APPLIANCES CONCENTRATION CAMP,
SSDD, SUNSHINE DAY, TAMIIX,
TAOLIHUA, TAOZI123, THBFDHFG, THE
COSMETICS, TOP FASHION CLUB,
TOP MVP, TOPFASHIONTOWN, TOXIC
PERFUME, TUKIISS, UNIQUE CREATE,
VSHINE, WAGPUAL TACTICAL AIRSOFT
WHOLESALE HOME, WANG'S, WANGPAI,
WLOUDS, WEIWEIT, WEIWO999,
WENMY, WHENEVER INTEREST,
WX123456, XI LIAN, XIAOHHH,
XIAOYANGO, XIAOYUPPP, XIEFANG625,
XINXIANGSHICHENG6698,
YANGFANSHANGMAO, YANGKAIJIE,

YEHAOJJSTORE, YEMINQING, YIDAS,
YIWU CITY HAOZHUO CRAFTS LIMITED
COMPANY, YIWU XIANGPEI
INTERNATIONAL TRADE COMPANY,
YIWUSHIGUIKANGDIANZISHANGWUSHA
NGXING,
YIWUYINHAIIDIANZISHANGWUYOUXIAN
GONGSI, YONGYANONLINE, ZHOU DU
STORES, ZIWEIXING ANGEL AGEL
ECOMMERCE LTD and ZSDDP,

Defendants

This matter comes before the Court by motion filed by Plaintiff Mattel, Inc. for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, false designation of origin, passing off and unfair competition, copyright infringement and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiff's UNO Marks and UNO Works, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.¹

The Court, having considered the Memorandum of Law and Affidavit of Brienne Scully in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants, the Certificate of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendants' Liability

- 1) Judgment is granted in favor of Plaintiff on all claims properly plead against Defaulting Defendants in the Complaint;

II. Damages Awards

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Memorandum of Law in Support of its Motion for Default Judgment,

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Complaint, Application or Glossary.

the Court finds such an award to be reasonable and Plaintiff is awarded statutory damages against each of the Defaulting Defendants pursuant to Section 15 U.S.C. § 1117(c) of the Lanham Act as follows (“Defaulting Defendants’ Individual Damages Award”), plus post-judgment interest:

DEFAULTING DEFENDANT	REQUESTED STATUTORY DAMAGES	
Burning Fire	\$50,000.00	
Bengbu trade Limited by Share Ltd	\$50,000.00	
Fantastic5	\$50,000.00	
1622758984	\$50,000.00	
3237063196	\$50,000.00	\$25,000
3Adianpu	\$50,000.00	
Aisaite	\$50,000.00	
ajKKxiao	\$50,000.00	
Alina_zll	\$50,000.00	
Andrea-LoveKobe	\$50,000.00	
Bebest	\$50,000.00	
ceciliastyle	\$50,000.00	
Elysian Fields	\$50,000.00	
fengjianyu45033	\$50,000.00	

fesenz	\$50,000.00
ffbfdndfndrf	\$50,000.00
Firmtown94	\$50,000.00
George Elliot	\$50,000.00
Godeal2017	\$50,000.00
Graceqq	\$50,000.00
guangzhoufengsewangjuyinghuamaoyiyouxiangongsi	\$50,000.00
headaches	\$50,000.00
hello body	\$50,000.00
Hong kong Qi Sheng	\$50,000.00
Hongxin Trading Company	\$50,000.00
hyll2016	\$50,000.00
ifound	\$50,000.00
Johny Papi	\$50,000.00
JTD	\$50,000.00
Ké	\$50,000.00
Kiss Your Life	\$50,000.00
linjubuy	\$50,000.00

\$25,000

Littlove	\$50,000.00
luck2017	\$50,000.00
Lucky dog8	\$50,000.00
LUCKY-1	\$50,000.00
lusys	\$50,000.00
meirenyuha	\$50,000.00
microhappywise	\$50,000.00
mw1023214	\$50,000.00
newbear	\$50,000.00
Newin	\$50,000.00
Niuqi digital franchise	\$50,000.00
Orient International Trading Co., Ltd.	\$50,000.00
Peach Party	\$50,000.00
rfhbtgnderfgbesdr	\$50,000.00
saml	\$50,000.00
samlir	\$50,000.00
Shanghai Yee Tong Trading Co., Ltd.	\$50,000.00
Small household appliances concentration camp	\$50,000.00
Sunshine Day	\$50,000.00
The cosmetics	\$50,000.00

\$25,000

top fashion club	\$50,000.00	
TOP_MVP	\$50,000.00	
TopFashionTown	\$50,000.00	
toxic perfume	\$50,000.00	
tukiiss	\$50,000.00	
wenmy	\$50,000.00	
xiaoHHH	\$50,000.00	
xiaoyuPPP	\$50,000.00	
Xiefang625	\$50,000.00	
xinxiangshicheng6698	\$50,000.00	\$25,000
yeminqing	\$50,000.00	
De yang	\$50,000.00	
guojun1991@163.com	\$50,000.00	
hangzhoujingpinbaobao	\$50,000.00	
jjackon	\$50,000.00	
nanjing MH company	\$50,000.00	
taolihua	\$50,000.00	
UNIQUE CREATE	\$50,000.00	
Wclouds	\$50,000.00	
Whenever interest	\$50,000.00	

yiwu city haozhuo crafts limited company	\$50,000.00
Zhou Du Stores	\$50,000.00
ZIWEIXING angel Agel Ecommerce Ltd	\$50,000.00
Fancybaby Jewelry	\$50,000.00
FPFP	\$50,000.00
wagpual tactical airsoft wholesale home	\$50,000.00
weiwo999	\$50,000.00
Amakeupstore	\$50,000.00
taozi123	\$50,000.00
ZSDDP	\$50,000.00
bangxing	\$50,000.00
Fashionistas	\$50,000.00
WEIWEIT	\$50,000.00
yangkaijie	\$50,000.00
China Soul	\$50,000.00
Shenzhen safe technology co., LTD	\$50,000.00
baby hi	\$50,000.00
Fashion memories	\$50,000.00
Sandi Market	\$50,000.00
Vshine	\$50,000.00

\$25,000

wangpai	\$50,000.00	\$25,000
qingdaotianchangzhengquanshiyeyouxiangongsi	\$50,000.00	
1922529011	\$50,000.00	
qipilangzhenpishoubao	\$50,000.00	
LY2016	\$50,000.00	
c-bear	\$50,000.00	
Fationshop	\$75,000.00	\$75,000
WX123456	\$150,000.00	
yehaoJJstore	\$150,000.00	
Fate Stay Night	\$200,000.00	\$125,000
shenzhen nature maker	\$200,000.00	
GN Service Co.Ltd.	\$250,000.00	
yiwuyinhaidianzishangwuyouxiangongsi	\$250,000.00	
sssdd	\$250,000.00	
LiPeng Trading Co., Limited	\$300,000.00	\$250,000
Beauty, outdoor and electronic	\$300,000.00	
FashionGOGOGO	\$500,000.00	
CoComengxiangjia	\$1,000,000.00	

III. Permanent Injunction

1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants, their respective officers, agents, servants, employees, successors and assigns and all persons acting in concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the UNO Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the UNO Marks and/or incorporating the UNO Works and/or artwork that is substantially similar to, identical to and constitute infringement of the UNO Works;
- B. directly or indirectly infringing in any manner any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the UNO Marks and UNO Works;
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the UNO Marks and UNO Works to identify any goods or services not authorized by Plaintiff;
- D. using any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the UNO Marks and UNO Works, or any other marks or artwork that are confusingly or substantially similar to the UNO Marks and UNO Works on or in connection with the manufacturing,

importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;

- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities by Plaintiff;
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to:
 - i. Defaulting Defendants' User Accounts and/or Merchant Storefronts;
 - ii. Defaulting Defendants' Assets; and
 - iii. the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution,

display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the UNO Marks and UNO Works, or bear any marks or artwork that are confusingly or substantially similar to the UNO Marks and UNO Works pursuant to 15 U.S.C. § 1118;
- 3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service Providers and Financial Institutions are permanently enjoined and restrained from:
 - A. secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of the Defaulting Defendants' Frozen Assets from or to Defaulting Defendants' Financial Accounts until further ordered by this Court;
 - B. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defaulting Defendants' Frozen Assets and Defaulting Defendants' Financial Accounts;
 - C. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) below.
- 4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service Providers are permanently enjoined and restrained from:

- A. providing services to Defaulting Defendants and Defaulting Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defaulting Defendants' User Accounts and Merchant Storefronts; and
- B. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) above.

~~**IV. Post-Judgment Asset Transfer and Asset Freeze Order**~~

- ~~1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with Rules 64 and/or 69 of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a), Article 52 of New York State's Civil Practice Law and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiff would have enforcing this Order, Defaulting Defendants' Frozen Assets from Defaulting Defendants' Frozen Accounts, are, to the extent that a given Defaulting Defendant's Frozen Assets equal Defaulting Defendants' Individual Damages Award, hereby released and transferred to Plaintiff as full satisfaction of Defaulting Defendants' Individual Damages Award for that Defaulting Defendant, and those Defaulting Defendant's Frozen Assets shall be transferred by the Financial Institutions to Plaintiff through Plaintiff's counsel within twenty (20) business days following the service of this Order, and upon receipt by Plaintiff's counsel of such Defaulting Defendant's Frozen Assets in full satisfaction of Defaulting Defendants' Individual Damages Award, the Financial Institution(s) holding that Defaulting Defendant's Frozen Assets and Defaulting Defendants' Frozen Accounts may unfreeze that Defaulting Defendant's Frozen Assets and Defaulting Defendant's Frozen Accounts. To the extent that a Defaulting Defendant's Frozen Assets are less than Defaulting Defendants' Individual Damages Award,~~

that Defaulting Defendant's Frozen Assets are hereby released and transferred to Plaintiff as partial satisfaction of Defaulting Defendants' Individual Damages Award for that Defaulting Defendant and those Defaulting Defendant's Frozen Assets shall be transferred by the Financial Institutions to Plaintiff through Plaintiff's counsel within (20) business days following the service of this Order, and

2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with Rules 64, 65 and/or 69 of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a), Article 52 of New York State's Civil Practice Law and Rules and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiff would have enforcing this Order, the Court also hereby grants Plaintiff's request for a post-judgment restraining order continuing the attachment of each Defaulting Defendant's Frozen Assets until Plaintiff has recovered the full payment of Defaulting Defendants' Individual Damages Award owed to it by that Defaulting Defendant under this Order, or until further order of this Court; and

3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with Rules 64, 65 and/or 69 of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116(a), Article 52 of New York State's Civil Practice Law and Rules and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiff would have enforcing this Order, until Plaintiff has recovered the full payment of Defaulting Defendants' Individual Damages Award owed to it by any Defaulting Defendant under this Order, in the event that Plaintiff discovers new and/or additional Defaulting Defendants' Assets (whether said assets are located in the U.S. or abroad) and/or Defaulting Defendants' Financial Accounts (whether said account is located in the U.S. or abroad)

(“Defaulting Defendants’ Additional Assets” and “Defaulting Defendants’ Additional Financial Accounts,” respectively), Plaintiff shall have the ongoing authority to serve this Order on any Financial Institutions controlling or otherwise holding such Defaulting Defendants’ Additional Assets and/or Defaulting Defendants’ Additional Financial Accounts (“Financial Institutions Holding Defaulting Defendants’ Additional Assets and/or Financial Accounts”);

- A. Upon notice of this Order, Financial Institutions Holding Defaulting Defendants’ Additional Assets and/or Financial Accounts shall immediately locate Defaulting Defendants’ Additional Financial Accounts, attach and restrain such Defaulting Defendants’ Additional Assets in Defaulting Defendants’ Additional Financial Accounts from being secreted, concealed, transferred or disposed of or withdrawn; and
- B. After twenty (20) business days following the service of this Order on Financial Institutions Holding Defaulting Defendants’ Additional Assets and/or Financial Accounts, Financial Institutions Holding Defaulting Defendants’ Additional Assets and/or Financial Accounts shall transfer all of Defaulting Defendants’ Additional Assets to Plaintiff as partial or full satisfaction of Defaulting Defendants’ Individual Damages Award, unless Defaulting Defendant has filed with this Court and served upon Plaintiff’s counsel a request that such Defaulting Defendants’ Additional Assets be exempted from this Order.

V. Miscellaneous Relief

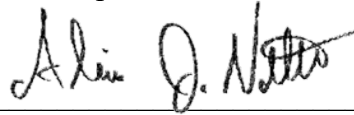
- 1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiff’s counsel, appear and move for dissolution or modification of the provisions of this Order concerning the restriction or restraint of Defaulting Defendants’

Frozen Assets, Defaulting Defendants' Additional Assets and/or Defaulting Defendants' Additional Financial Accounts;

- 2) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- 3) The Court releases the Twenty-Five Thousand U.S. Dollar (\$25,000.00) security bond that Plaintiff submitted in connection with the action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42nd Street, Suite 2520, New York, NY 10165; and
- 4) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

SO ORDERED.

SIGNED this 29 day of June, ~~2019~~, ²⁰²⁰ at 6:15 p.m.



HON. ALISON J. NATHAN
UNITED STATES DISTRICT JUDGE

In accordance with Rule 69 of the Federal Rules of Civil Procedure and Section 5222 of New York State's Civil Practice Law and Rules ("CPLR"), and this Court's inherent equitable power to issue remedies ancillary to its authority to provide final relief, the Defendants are forbidden to make or suffer any sale, assignment, transfer or interference with any property in which they have an interest, except as set forth in subdivisions (h) and (i) of Section 5222 of the CPLR. The Court also dissolves the automatic stay imposed by Rule 62 of the Federal Rules of Civil Procedure and allows for immediate enforcement of the judgment.
SO ORDERED.



**United States District Court
Southern District of New York**

Ruby J. Krajick
Clerk of Court

Dear Litigant:

Enclosed is a copy of the judgment entered in your case. If you disagree with a judgment or final order of the district court, you may appeal to the United States Court of Appeals for the Second Circuit. To start this process, file a "Notice of Appeal" with this Court's Pro Se Intake Unit.

You must file your notice of appeal in this Court within 30 days after the judgment or order that you wish to appeal is entered on the Court's docket, or, if the United States or its officer or agency is a party, within 60 days after entry of the judgment or order. If you are unable to file your notice of appeal within the required time, you may make a motion for extension of time, but you must do so within 60 days from the date of entry of the judgment, or within 90 days if the United States or its officer or agency is a party, and you must show excusable neglect or good cause for your inability to file the notice of appeal by the deadline.

Please note that the notice of appeal is a *one-page* document containing your name, a description of the final order or judgment (or part thereof) being appealed, and the name of the court to which the appeal is taken (the Second Circuit) – *it does not* include your reasons or grounds for the appeal. Once your appeal is processed by the district court, your notice of appeal will be sent to the Court of Appeals and a Court of Appeals docket number will be assigned to your case. At that point, all further questions regarding your appeal must be directed to that court.

The filing fee for a notice of appeal is \$505 payable in cash, by bank check, certified check, or money order, to "Clerk of Court, S.D.N.Y." *No personal checks are accepted.* If you are unable to pay the \$505 filing fee, complete the "Motion to Proceed *in Forma Pauperis* on Appeal" form and submit it with your notice of appeal to the Pro Se Intake Unit. If the district court denies your motion to proceed *in forma pauperis* on appeal, or has certified under 28 U.S.C. § 1915(a)(3) that an appeal would not be taken in good faith, you may file a motion in the Court of Appeals for leave to appeal *in forma pauperis*, but you must do so within 30 days after service of the district court order that stated that you could not proceed *in forma pauperis* on appeal.

For additional issues regarding the time for filing a notice of appeal, see Federal Rule of Appellate Procedure 4(a). There are many other steps to beginning and proceeding with your appeal, but they are governed by the rules of the Second Circuit Court of Appeals and the Federal Rules of Appellate Procedure. For more information, visit the Second Circuit Court of Appeals website at <http://www.ca2.uscourts.gov/>.

**THE DANIEL PATRICK MOYNIHAN
UNITED STATES COURTHOUSE
500 PEARL STREET
NEW YORK, NY 10007-1312**

**THE CHARLES L. BRIEANT, JR.
UNITED STATES COURTHOUSE
300 QUARROPAS STREET
WHITE PLAINS, NY 10601-4150**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

(List the full name(s) of the plaintiff(s)/petitioner(s).)

____ CV _____ () ()

-against-

NOTICE OF APPEAL

(List the full name(s) of the defendant(s)/respondent(s).)

Notice is hereby given that the following parties: _____

(list the names of all parties who are filing an appeal)

in the above-named case appeal to the United States Court of Appeals for the Second Circuit

from the judgment order entered on: _____
(date that judgment or order was entered on docket)

that:

(If the appeal is from an order, provide a brief description above of the decision in the order.)

Dated

Signature*

Name (Last, First, MI)

Address

City

State

Zip Code

Telephone Number

E-mail Address (if available)

* Each party filing the appeal must date and sign the Notice of Appeal and provide his or her mailing address and telephone number, EXCEPT that a signer of a pro se notice of appeal may sign for his or her spouse and minor children if they are parties to the case. Fed. R. App. P. 3(c)(2). Attach additional sheets of paper as necessary.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

(List the full name(s) of the plaintiff(s)/petitioner(s).)

____ CV _____ () ()

-against-

**MOTION FOR EXTENSION
OF TIME TO FILE NOTICE
OF APPEAL**

(List the full name(s) of the defendant(s)/respondent(s).)

I move under Rule 4(a)(5) of the Federal Rules of Appellate Procedure for an extension of time to file a notice of appeal in this action. I would like to appeal the judgment entered in this action on _____ but did not file a notice of appeal within the required date time period because:

(Explain here the excusable neglect or good cause that led to your failure to file a timely notice of appeal.)

Dated:

Signature

Name (Last, First, MI)

Address

City

State

Zip Code

Telephone Number

E-mail Address (if available)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

(List the full name(s) of the plaintiff(s)/petitioner(s).)

____ CV _____ () ()

-against-

**MOTION FOR LEAVE TO
PROCEED IN FORMA
PAUPERIS ON APPEAL**

(List the full name(s) of the defendant(s)/respondent(s).)

I move under Federal Rule of Appellate Procedure 24(a)(1) for leave to proceed *in forma pauperis* on appeal. This motion is supported by the attached affidavit.

Dated

Signature

Name (Last, First, MI)

Address City State Zip Code

Telephone Number

E-mail Address (if available)

Application to Appeal In Forma Pauperis

_____ v. _____ Appeal No. _____
 District Court or Agency No. _____

<p>Affidavit in Support of Motion</p> <p>I swear or affirm under penalty of perjury that, because of my poverty, I cannot prepay the docket fees of my appeal or post a bond for them. I believe I am entitled to redress. I swear or affirm under penalty of perjury under United States laws that my answers on this form are true and correct. (28 U.S.C. § 1746; 18 U.S.C. § 1621.)</p> <p>Signed: _____</p>	<p>Instructions</p> <p>Complete all questions in this application and then sign it. Do not leave any blanks: if the answer to a question is "0," "none," or "not applicable (N/A)," write that response. If you need more space to answer a question or to explain your answer, attach a separate sheet of paper identified with your name, your case's docket number, and the question number.</p> <p>Date: _____</p>
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My issues on appeal are: (required):

1. *For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.*

Income source	Average monthly amount during the past 12 months		Amount expected next month	
	You	<u>Spouse</u>	You	<u>Spouse</u>
Employment	\$	\$	\$	\$
Self-employment	\$	\$	\$	\$
Income from real property (such as rental income)	\$	\$	\$	\$

Interest and dividends	\$	\$	\$	\$
Gifts	\$	\$	\$	\$
Alimony	\$	\$	\$	\$
Child support	\$	\$	\$	\$
Retirement (such as social security, pensions, annuities, insurance)	\$	\$	\$	\$
Disability (such as social security, insurance payments)	\$	\$	\$	\$
Unemployment payments	\$	\$	\$	\$
Public-assistance (such as welfare)	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$
Total monthly income:	\$	\$	\$	\$

2. *List your employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)*

Employer	Address	Dates of employment	Gross monthly pay
			\$
			\$
			\$

3. *List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)*

Employer	Address	Dates of employment	Gross monthly pay
			\$
			\$
			\$

4. How much cash do you and your spouse have? \$ _____

Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Financial Institution	Type of Account	Amount you have	Amount your spouse has
		\$	\$
		\$	\$
		\$	\$

If you are a prisoner seeking to appeal a judgment in a civil action or proceeding, you must attach a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months in your institutional accounts. If you have multiple accounts, perhaps because you have been in multiple institutions, attach one certified statement of each account.

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

Home	Other real estate	Motor vehicle #1
(Value) \$	(Value) \$	(Value) \$
		Make and year:
		Model:
		Registration #:

Motor vehicle #2	Other assets	Other assets
(Value) \$	(Value) \$	(Value) \$
Make and year:		
Model:		
Registration #:		

6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse
	\$	\$
	\$	\$
	\$	\$
	\$	\$

7. State the persons who rely on you or your spouse for support.

Name [or, if a minor (i.e., underage), initials only]	Relationship	Age

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate.

	You	Your Spouse
Rent or home-mortgage payment (including lot rented for mobile home) Are real estate taxes included? [] Yes [] No Is property insurance included? [] Yes [] No	\$	\$
Utilities (electricity, heating fuel, water, sewer, and telephone)	\$	\$
Home maintenance (repairs and upkeep)	\$	\$
Food	\$	\$
Clothing	\$	\$
Laundry and dry-cleaning	\$	\$
Medical and dental expenses	\$	\$

Transportation (not including motor vehicle payments)	\$	\$
Recreation, entertainment, newspapers, magazines, etc.	\$	\$
Insurance (not deducted from wages or included in mortgage payments)		
Homeowner's or renter's:	\$	\$
Life:	\$	\$
Health:	\$	\$
Motor vehicle:	\$	\$
Other:	\$	\$
Taxes (not deducted from wages or included in mortgage payments) (specify):	\$	\$
Installment payments		
Motor Vehicle:	\$	\$
Credit card (name):	\$	\$
Department store (name):	\$	\$
Other:	\$	\$
Alimony, maintenance, and support paid to others	\$	\$
Regular expenses for operation of business, profession, or farm (attach detailed statement)	\$	\$
Other (specify):	\$	\$
Total monthly expenses:	\$	\$

9. *Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?*

Yes No If yes, describe on an attached sheet.

10. *Have you spent — or will you be spending — any money for expenses or attorney fees in connection with this lawsuit?* Yes No

If yes, how much? \$ _____

11. *Provide any other information that will help explain why you cannot pay the docket fees for your appeal.*

12. *Identify the city and state of your legal residence.*

City _____ State _____

Your daytime phone number: _____

Your age: _____ Your years of schooling: _____

Last four digits of your social-security number: _____