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*Mattel, Inc.*

18 CV 10437

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MATTEL, INC.

*Plaintiff*

v.

AARON'S FASHION STORE, ANIME  
FACTORY BRANCH STORE, ANNA BAGS  
STORE, BEIJING YICHANG INT'L TRADING  
CO., LTD., BLYGIRL STORE,  
CHIRSTYCHRISTY STORE, CITYKO STORE,  
DGFSTM KIDS CLOTHES STORE, DIANBAI  
COUNTY WEI LI DA TRADE CO., LTD.,  
DONGGUAN BABY FURNITURE CO., LTD.,  
DONGGUAN CITY BAOFU FURNITURE CO.,  
LTD., DONGGUAN LE YU RAINCOAT CO.,  
LTD., DONGGUAN TOP IDEA GIFTS CO.,  
LTD., EDUCATIONAL JUGGLE STORE, EVER  
BRIGHT INDUSTRIAL PRODUCTS CO., LTD.,  
EVER FRIENDSHIP, FRANKLINSHIRT STORE,  
FSFLY RC HOBBY STORE, FUJIAN JUNKE  
IMPORT & EXPORT TRADING CO., LTD.,  
FUNPLUS INFLATABLES (GUANGZHOU) CO.,  
LTD., GIVEU DIRECT MANUFACTURER  
STORE, GOLAX INDUSTRIAL CO., LTD.,  
GOOD TOY STORE, GUANGZHOU AEOR  
INFLATABLE CO., LTD., GUANGZHOU

CIVIL ACTION No. \_\_\_\_\_

**DECLARATION OF JESSICA  
ARNAIZ AND ACCOMPANYING  
EXHIBIT IN SUPPORT OF  
PLAINTIFF'S 1) *EX PARTE*  
APPLICATION FOR: 1) A  
TEMPORARY RESTRAINING  
ORDER; 2) AN ORDER  
RESTRAINING ASSETS AND  
MERCHANT STOREFRONTS; 3)  
AN ORDER TO SHOW CAUSE  
WHY A PRELIMINARY  
INJUNCTION SHOULD NOT  
ISSUE; 4) ORDER  
AUTHORIZING BIFURCATED  
AND ALTERNATIVE SERVICE  
BY ELECTRONIC MEANS AND  
5) ORDER AUTHORIZING  
EXPEDITED DISCOVERY**

**FILED UNDER SEAL**

BARRY INDUSTRIAL CO., LTD.,  
GUANGZHOU CAIYUN INFLATABLE  
PRODUCTS CO., LTD., GUANGZHOU  
CHANNAL INFLATABLE CO., LTD.,  
GUANGZHOU FUNWORLD INFLATABLES  
LIMITED, GUANGZHOU HAOYI INFLATABLE  
CO., LTD., GUANGZHOU HAPPY ISLAND  
TOYS CO., LTD., GUANGZHOU KUOYE TOYS  
CO., LTD., GUANGZHOU LYT TOYS CO.,  
LTD., GUANGZHOU MAGICAL INFLATABLE  
CO., LTD., GUANGZHOU YBJ TOYS CO.,  
LIMITED, GUANGZHOU YINHE INFLATABLE  
PRODUCTS CO., LTD., GUANGZHOU YUE  
XUAN MODEL GAS PRODUCTS CO., LTD.,  
HANGZHOU KETENG TRADE CO., LTD.,  
HANGZHOU ZHEN YANG STORE, HAPPINESS  
PARTY STORE, HAPPY ISLAND OFFICIAL  
STORE, HENAN XUANHUA IMP. & EXP.  
TRADING CO., LTD., HOPETOO BACKDROP  
STORE, HOT TOYS, HUIPIN DECORATION  
STORE, HUNAN ZHIDUOFU LEATHER BAGS  
CO., LTD., ITOYS WORLD, ITOYS WORLD 2  
STORE, IT'S FUN STORE, JC BAKING  
FACTORY STORE, JILIN PROVINCE HZD  
TRADE CO., LTD., JIMITU STORE, JINJIANG  
JINLONG STATIONERY CO., LTD., JULIEXIA  
TOYDOLL STORE, KENDAMA BALL, LABI  
TOY STORE, LAST CANVAS, LEFUN ONLINE  
STORE, LONG SHENG TOY STORE, LUCY  
FOR YOU STORE, MASCOT FACTORY STORE,  
MIMI BIU STORE, MING QUAN IMPORT AND  
EXPORT COMPANY STORE, MOFUN  
(GUANGZHOU) OUTDOORS CO., LTD.,  
NALAN TOY STORE, NAMIHUI NMH STORE,  
NANJING NEW CLIMATE TOUR WARE CO.,  
LTD., NINGBO BECOL STATIONERY & GIFTS  
CO., LTD., NINGBO XINJING TOYS CO., LTD.,  
PIO-TOYS STORE, PRZY FACTORY STORE,  
PUPUKOU OFFICIAL STORE, QUANZHOU  
XIANGFENG BAGS CO., LTD., RUIAN FUN  
ARTS & CRAFTS FACTORY, RUIAN  
SUPERJOY IMPORT & EXPORT FIRM,  
SHANDONG PEACH TOWN TOYS & GIFTS  
CO., LTD., SHANGHAI BLUE DREAMLAND  
AMUSEMENT EQUIPMENT CO., LTD.,  
SHANGHAI CHUANGZHI CRAFT & GIFTS  
CO., LTD., SHANGHAI EPIC PACIFIC

LUGGAGE & BAG CO., LTD., SHANGHAI  
HUAITONG INFLATED ARTICLE CO., LTD.,  
SHANTOU CHENGHAI TOYSBASE FACTORY,  
SHANTOU JH TOYS TRADING FIRM,  
SHANTOU PRETTY COAST PLASTIC TOYS  
CO., LIMITED, SHANXI PARTY  
WONDERLAND TRADING CO., LTD.,  
SHENZHEN BRIDGETOWORLD  
TECHNOLOGY CO., LTD., SHENZHEN  
DREAMWAY TRADE CO., LTD., SHENZHEN  
GOFASHION SHOPPING STORE, SHENZHEN  
HART STATIONERY CO., LTD., SHENZHEN  
LEVIN PLUSH TOYS CO., LTD., SHENZHEN  
LEVIN TOYS & GIFTS CO., LIMITED,  
SHENZHEN MEIYAN TECHNOLOGY CO.,  
LTD., SHENZHEN QUSART TECHNOLOGY  
CO., LTD., SHENZHEN R&D TECHNOLOGY  
CO., LTD., SHENZHEN REIANS TRADING CO.,  
LTD., SHENZHEN SIGAO TOYS CO., LTD.,  
SHENZHEN SVEDA TECHNOLOGY CO., LTD.,  
SHENZHEN XHS TOYS MANUFACTURE CO.,  
LTD., SHENZHEN YAD TOYS CO., LTD.,  
SHOP1303858 STORE, SHOP1923022 STORE,  
SHOP3626103 STORE, SMILEWILL 01 STORE,  
SUNJOY INFLATABLES MFG (GUANGZHOU)  
CO., LTD., SUPER TOYS C T, TOY PLANET,  
WALLET WORLD STORE, WEIFANG  
ZHENNING IMPORT & EXPORT CO., LTD.,  
WENZHOU BONVAN STATIONERY & GIFTS  
CO., LTD., WENZHOU CHONGKUN PRINTING  
CO., LTD., WENZHOU JIAOTAI STATIONERY  
CO., LTD., WHEETKID STORE, WUHAN  
SPINKY TRADE COMPANY LTD., WUXI  
YANYANG INTERNATIONAL TRADING CO.,  
LTD., XIAMEN TOPLINK CRAFT CO., LTD.,  
XIAMEN YICHANG INDUSTRY AND TRADE  
CO., LTD., YANGZHOU AMOUR TOY CO.,  
LTD., YANGZHOU EVERGROW TOYS  
MANUFACTURE CO., LTD., YANGZHOU QIXI  
ARTS & CRAFTS CO., LTD., YANGZHOU  
XIYU TOYS AND GIFTS CO., LTD.,  
YANGZHOU YOUCHUANG TOYS CO., LTD.,  
YANTAI AIRART INFLATABLE CO., LTD.,  
YANTAI DAMING INFLATABLE CO., LTD.,  
YANTAI HI INFLATABLE CO., LTD., YANTE  
STORE, YIWU CHANGQING TOYS CO., LTD.,  
YIWU CITY NANCHI TRADING CO., LTD.,

YIWU HECHENG IMPORT & EXPORT CO., LTD., YIWU ISABELLA ARTS & CRAFTS CO., LTD., YIWU JUNHAO TRADING CO., LTD., YIWU MINGKAI GARMENT CO., LTD., YIWU PARTYGO E-COMMERCE FIRM, YIWU SEVENYO TEXTILE CO., LTD., YIWU YECHENG TRADE LIMITED COMPANY, YIWU ZHIJIANG INTERNATION TRADE CO., LTD, YOGOHO STORE, YOUR CHILDHOOD STORE, YUNHE QIAODA TECHNOLOGY CO., LTD., YUNHE QIQU WOODEN TOYS FACTORY, ZHEJIANG HAIFU LEISURE PRODUCTS CO., LTD., ZHENGZHOU ANXIN AMUSEMENT EQUIPMENT CO., LTD., ZHENGZHOU BEILEDUO INDUSTRY CO., LTD., ZHENGZHOU CARNEE TRADING CO., LTD., ZHENGZHOU DH AMUSEMENT EQUIPMENT CO., LTD., ZHENGZHOU LIXIN AMUSEMENT MACHINE CO., LTD., ZHENGZHOU SANQGROUP MACHINERY AND EQUIPMENT CO., LTD., ZHENGZHOU SHOWANN COMMERCIAL AND TRADING CO., LTD., ZHENGZHOU WINSUN AMUSEMENT EQUIPMENT CO., LTD. and ZHENGZHOU YUETON AMUSEMENT EQUIPMENT CO., LTD.,

*Defendants*



**CONFIDENTIAL/FILED UNDER SEAL  
NOT TO BE OPENED EXCEPT BY ORDER OF THE COURT**

**DECLARATION OF JESSICA ARNAIZ<sup>1</sup>**

I, Jessica Arnaiz, hereby declare as follows:

1. I am over eighteen (18) years of age. I have never been convicted of a felony or any criminal offense involving moral turpitude, and I am fully competent to testify to the matters stated herein. I have personal knowledge of every statement made in this Declaration and such statements are true and correct.
2. I am a Marketing Manager for New Alchemy Limited ("NAL"). I make and submit this affirmation in connection with Plaintiff Mattel, Inc.'s ("Mattel" or "Plaintiff") *ex parte* application for: 1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts; 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service; and 5) an order authorizing expedited discovery against the above-named Defendants, Third Party Service Providers and Financial Institutions, in light of Defendants' intentional and willful offerings for sale and/or sales of Counterfeit Products (as defined *infra*).
3. NAL is a company that provides trademark infringement research services among other business and digital marketing services.
4. Counsel for Mattel, Epstein Drangel LLP ("Epstein Drangel"), retained NAL to investigate and research manufacturers, wholesalers and/or third-party merchants offering for sale and/or selling products displaying and/or incorporating the Thomas & Friends Works and/or works that are substantially similar to, identical to and constitute infringement of

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

the Thomas & Friends Works and/or bearing and/or using the Thomas & Friends Marks and/or marks that are substantially similar to, identical to and constitute an infringement of the Thomas & Friends Marks and/or otherwise infringe the Thomas & Friends Products (“Counterfeit Products” or “Infringing Products”) on online marketplace platforms such as Alibaba.com and Aliexpress.com which allow manufacturers and third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products, originating from China, directly to consumers worldwide and specifically to consumers residing in the U.S, including New York.

5. Epstein Drangel has trained us on how to identify Counterfeit Products.
6. During our investigation, we identified Defendants as offering for sale and/or selling Counterfeit Products through their respective Merchant Storefronts and User Accounts on the online marketplace platforms Alibaba.com and AliExpress.com. True and correct copies of Defendants’ listings for Counterfeit Products (“Infringing Listings”) are included in **Exhibit A** attached hereto and incorporated herein by reference.
7. Through visual inspection of Defendants’ Infringing Listings for Counterfeit Products, we confirmed that each Defendant is using the Thomas & Friends Marks and/or featuring and/or displaying one or more of the Thomas & Friends Works without authorization, and that the products that each Defendant is offering for sale, using virtually identical copies of the Thomas & Friends Marks or Thomas & Friends Works, are, in fact, Counterfeit Products.
8. We contacted each of the Defendants through their respective Merchant Storefronts on the online marketplace platforms Alibaba.com and AliExpress.com, expressing interest in placing a bulk order for the Counterfeit Products, and often inquired as to whether payment could be made for said orders of Counterfeit Products through either Defendants’ PayPal,

Inc. ("PayPal") accounts or by wire transfer directly to Defendants' bank accounts.

9. If one was not provided, we also requested that Defendants provide an e-mail address for further communications.
10. During our correspondence with Defendants, we specified a shipping address located in New York (the "New York Address") and verified that each Defendant provides shipping to the New York Address.
11. True and correct copies of our communications with Defendants via their Merchant Storefronts are included in **Exhibit A** attached hereto and incorporated herein by reference.
12. Our investigation revealed that AliExpress.com has a comprehensive checkout page that automatically assigns a shipping address to an order based on the address associated with the customer's user account, whereas Alibaba.com requires the completion of an order form that requests the customer's shipping address.
13. True and correct copies of the checkout pages or order forms for the Counterfeit Products being offered for sale by Defendants showing the New York Address as the shipping address are included in **Exhibit A** attached hereto and incorporated herein by reference.
14. Additionally, some Defendants provided us with pro forma invoices for the Counterfeit Products which also display the New York Address as the shipping address. True and correct copies of such pro forma invoices from Defendants are included in **Exhibit A** attached hereto and incorporated herein by reference.
15. As a result of our conversations with Defendants and completion of the checkout pages or order forms for the Counterfeit Products, we confirmed that each Defendant was and/or is still currently offering for sale and/or selling Counterfeit Products through their respective Merchant Storefronts and User Accounts and that each Defendant provides shipping and/or has actually shipped Counterfeit Products to the U.S., including to customers located in



New York.

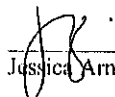
16. Further, through our visual inspection of the Infringing Listings, we verified that Defendants offer shipping to the U.S. In some instances, Defendants' Infringing Listings show North America as one of Defendants' top markets, often making up between twenty percent (20%) and fifty percent (50%) of Defendants' total revenue, and/or indicate Defendants' recent transactions to buyers in the U.S.
17. Several of the Defendants' Merchant Storefronts and User Accounts reflect multiple sales to consumers across the world, including repeat sales to consumers in the U.S. that makes up significant percentages of Defendants' total revenues (and are estimated, in several cases to be in the millions of dollars).
18. A representative sample of true and correct screenshots taken from Defendants' Infringing Listings evidencing Defendants' shipping to the U.S. and/or North America as one of Defendants' top markets and/or Defendants' recent transactions with purchasers located in the U.S. are attached hereto as Exhibit A and incorporated herein by reference.
19. Neither I, nor anyone else at NAL, to the best of my knowledge, have publicized this Application or Mattel's intent to seek entry of a temporary restraining order against the Defendants to any third party.

I declare under the penalty of perjury under the laws of the United States of America that to the best of my knowledge the foregoing is true and correct.

Executed on this 17 day of October 2018 in Cebu City

Philippines

By:

  
Jessica Arnaiz