

1 Randall D. Haimovici (*Pro Hac Vice Pending*)  
[rhaimovici@shb.com](mailto:rhaimovici@shb.com)  
2 Rachael M. Smith (*Pro Hac Vice Pending*)  
[rxsmith@shb.com](mailto:rxsmith@shb.com)  
3 SHOOK, HARDY & BACON L.L.P.  
One Montgomery, Suite 2700  
4 San Francisco, California 94104-4505  
Telephone: 415.544.1900  
5 Facsimile: 415.391.0281

6 Tony M. Diab (Nevada State Bar No. 12954)  
[tdiab@shb.com](mailto:tdiab@shb.com)  
7 SHOOK, HARDY & BACON L.L.P.  
5 Park Plaza, Suite 1600  
8 Irvine, California 92614-2546  
Telephone: 949.475.1500  
9 Facsimile: 949.475.0016

10 Robert J.B. Flummerfelt (Nevada State Bar No. 11122)  
[rflummerfelt@hotmail.com](mailto:rflummerfelt@hotmail.com)  
11 Rami Hernandez (Nevada State Bar No. 13146)  
[rhernandeznsj@hotmail.com](mailto:rhernandeznsj@hotmail.com)  
12 CANON LAW SERVICES, LLC  
7251 W. Lake Mead Blvd., Suite 300  
13 Las Vegas, Nevada 89128  
Telephone: 702.562.4144  
14 Facsimile: 702.866.9868

15 Attorneys for Plaintiff  
MICROSOFT CORPORATION  
16

17 UNITED STATES DISTRICT COURT  
18 DISTRICT OF NEVADA  
19

20 MICROSOFT CORPORATION,  
21 Plaintiff,

22 vs.

23 NASER AL MUTAIRI, an individual;  
24 MOHAMED BENABDELLAH, an individual;  
25 VITALWERKS INTERNET SOLUTIONS,  
26 LLC, d/b/a NO-IP.com; and DOES 1-500,  
27 Defendants.  
28

) Case No. 14-cv-0987  
)  
) **FILED UNDER SEAL**  
) **DECLARATION OF RANDALL D.**  
) **HAIMOVICI IN SUPPORT OF**  
) **APPLICATION OF MICROSOFT**  
) **CORPORATION FOR AN EMERGENCY**  
) **TEMPORARY RESTRAINING ORDER**  
) **AND ORDER TO SHOW CAUSE**  
) **REGARDING A PRELIMINARY**  
) **INJUNCTION**

1 I, Randall D. Haimovici, declare as follows:

2 1. I am an attorney with the law firm of Shook, Hardy & Bacon L.L.P. (“SHB”), located  
3 at One Montgomery, Suite 2700, San Francisco, California 94104, counsel of record for Plaintiff  
4 Microsoft Corporation in this case. This declaration is made in support of Microsoft’s Application  
5 for an Emergency Temporary Restraining Order and Order to Show Cause Regarding a Preliminary  
6 Injunction. This declaration is based on my own personal knowledge and, if called as a witness, I  
7 could and would competently testify to the truth of the matters set forth below.

8 **DEFENDANTS**

9 2. According to information publicly available on No-IP’s website,  
10 www.noip.com/contact, Defendant Vitalwerks Internet Solutions, LLC (“Vitalwerks”) contact  
11 information is as follows:

12 Vitalwerks Internet Solutions, LLC  
13 c/o No-IP.com  
14 5905 South Virginia St., Suite 200  
15 Reno, Nevada 89502  
Telephone: 775.853.1883 and 877.367.6647  
Fax: 775.853.1886

16 A true and correct copy of this information, downloaded on June 16, 2014, is attached as **Exhibit 1**.  
17 Defendant Vitalwerks is a member-managed limited liability company, and Daniel Durrer is a  
18 managing member of the company and also its registered agent.

19 3. In addition to providing Dynamic Domain Name System (“DNS”) services,  
20 Defendant Vitalwerks d/b/a No-IP is also a domain name registrar. The following 23 domain names  
21 have been identified by Microsoft as having malicious sub-domains (“Malware Domains”):

22 3utilities.com	no-ip.biz	serveblog.net	servemp3.com
23 bounceme.net	no-ip.info	servecounterstrike.com	servepics.com
hopto.org	noip.me	serveftp.com	servequake.com
24 myftp.biz	no-ip.org	servegame.com	sytes.net
25 myftp.org	redirectme.net	servehalflife.com	zapto.org
26 myvnc.com	servebeer.com	servehttp.com	

27 The Malware Domains are registered to Defendant Vitalwerks. This information is contained in the  
28 publically available “WHOIS” database – a database that can be searched to determine the registrar

1 and registrant of any domain name. True and correct copies of WHOIS search results for the  
2 Malware Domains identified above are attached as **Exhibit 2**.

3 4. According to the registration information shown in Exhibit 2, Defendant Vitalwerks  
4 is the registrar and registrant of the Malware Domains. WHOIS provides the following registrar  
5 information for Defendant Vitalwerks:

6 Vitalwerks Internet Solutions LLC d/b/a No-IP  
7 Referral URL: <http://www.no-ip.com>

8 5. Defendant Vitalwerks has a Domain Registration Agreement available on its website,  
9 a true and correct copy of which is attached as **Exhibit 3**. This is the agreement entered into by  
10 Defendant Vitalwerks, as registrar, with customers who would like to register a domain name  
11 through No-IP. Defendant Vitalwerks is an accredited registrar with Internet Corporation For  
12 Assigned Names and Numbers (“ICANN”) for the following Top-Level Domains (or “TLDs”): .biz,  
13 .com, .info, .name, .net, .org, .pro, and .tel. A true and correct copy of the current list of ICANN-  
14 Accredited Registrars, which can be located on ICANN’s website, is attached as **Exhibit 4**.

15 6. Defendant Vitalwerks also has a Terms of Service available on its website, a true and  
16 correct copy of which is attached as **Exhibit 5**. Each subscriber to No-IP’s free Dynamic DNS  
17 service agrees to be bound by the Terms of Service by completing the registration and clicking the  
18 “accept” button, which is expressly noted in the Terms of Service itself and also on the webpage  
19 used to create a free account, a true and correct copy of a screenshot from this page  
20 ([www.noip.com/sign-up](http://www.noip.com/sign-up)) is attached as **Exhibit 6**. Defendant Vitalwerks authorizes its free  
21 subscribers to use sub-domains of No-IP’s registered domains.

22 7. By using No-IP’s services, its customers agree to follow all applicable laws and to not  
23 use the service in a manner that is abusive, fraudulent, interferes with other users’ use of the service,  
24 or otherwise violates the Terms of Service:

25 Customer’s use of the Services is subject to, and Customer agrees to comply with, all  
26 applicable local, state, national, and international laws and regulations, including but  
27 not limited to (1) U.S. law regarding the transmission of technical data exported from  
28 the United States and (2) Internet regulations, policies, and procedures.

1 Customer may use the Service for any lawful purpose so long as he or she does not (i)  
2 abuse or fraudulently use the Service, (ii) use the Service in a manner that causes  
3 interference to or tampers with another subscriber's or authorized user's use of the  
No-IP Services, or (iii) otherwise use the Service in a manner that violates this TOS.

4 8. No-IP's Terms of Service sets forth a non-exclusive list of prohibited uses, which  
5 include:

- 6 • Unlawful or illegal activity of any kind
- 7 • Causing or attempting to cause harm to another computer or network
- 8 • Violating any applicable law or regulation

9 9. Each of No-IP's customers agrees that No-IP can suspend or terminate the service for  
10 activities that violate the Terms of Service, and that No-IP may work with third parties in the  
11 investigation of criminal activity:

12 No-IP.com may suspend or terminate your account or access rights to Services at any  
13 time, without notice, for conduct that No-IP.com reasonably believes violates this  
14 TOS or any other applicable policies or guidelines that No-IP.com has posted on the  
15 No-IP.com Web site. In addition to restricting or terminating Customer's access to  
16 the Service, No-IP may remove any materials that we have reasonable grounds to  
17 believe are in violation of the copyright laws of the United States or may be otherwise  
illegal, may subject us to liability or that violate this TOS. No-IP may also cooperate  
with legal authorities and/or third parties in the investigation of any suspected  
criminal activity.

18 10. Based on information from Microsoft, Defendant Naser Al Mutairi resides in Kuwait  
19 City, Kuwait. His current postal address is not known, but he has several e-mail addresses, social  
20 media accounts on Facebook, Twitter, and Skype, and websites dedicated to Bladabindi/njRAT  
21 malware.

22 11. Based on information from Microsoft, Defendant Mohamed Benabdellah resides in or  
23 around Mila, Algeria. His current postal address is not known, but he also has an e-mail addresses  
24 and social media accounts on Facebook and Twitter.

25 **VITALWERK'S CONTRACTUAL OBLIGATIONS WITH THIRD PARTIES**

26 **ICANN**

27 12. Attached as **Exhibit 7** is a true and correct copy of a document describing the role of  
28 third party ICANN. ICANN is a not-for-profit partnership formed in 1998. ICANN coordinates

1 domain names and IP addresses (unique identifying numbers for computers throughout the world),  
2 which enables the operation of the global Internet. ICANN’s responsibilities include running an  
3 accreditation system for domain name “registrars.” Domain name registrars enter into arrangements  
4 with individual “registrants” who wish to register particular domain names. ICANN has a  
5 contractual agreement with all accredited registrars that sets forth the registrar’s obligations. The  
6 purpose of ICANN’s accreditation agreement with registrars is to provide a consistent and stable  
7 environment for the domain name system, and hence the Internet.

8 13. Defendant Vitalwerks is an accredited ICANN registrar and is bound by the 2009  
9 ICANN Registrar Accreditation Agreement. *See Ex. 4.* A true and correct copy of the 2009  
10 agreement is attached as **Exhibit 8.**

11 14. Sections 3.2 through 3.4, 3.7.8 and 3.7.9 of the accreditation agreement require a  
12 domain name registrar to maintain accurate information about domain registrants, provide a publicly  
13 accessible WHOIS database which contains accurate identification information for domain  
14 registrants, provide such database to the domain registry and/or ICANN. Section 3.7.7.1 of the  
15 accreditation agreement provides that domain registrars must require domain registrants to provide,  
16 and such registrants will provide, accurate and reliable contact information regarding domain  
17 registrants. In particular, the domain name registrant:

18 [S]hall provide to Registrar accurate and reliable contact details and promptly correct  
19 and update them during the term of the Registered Name registration, including: the  
20 full name, postal address, e-mail address, voice telephone number, and fax number if  
21 available of the Registered Name Holder; name of authorized person for contact  
purposes in the case of an Registered Name Holder that is an organization,  
association, or corporation . . . .

22 15. Section 3.7.7.2 of the accreditation agreement provides that if the registrant fails to  
23 respond for over 15 days to a registrar’s inquiry about inaccurate contact information, the domain  
24 may be cancelled. In particular, the domain name registrant’s:

25 [W]illful provision of inaccurate or unreliable information, its willful failure to  
26 promptly update information provided to Registrar, or its failure to respond for over  
27 fifteen calendar days to inquiries by Registrar concerning the accuracy of contact  
28 details associated with the Registered Name Holder’s registration shall constitute a  
material breach of the Registered Name Holder-registrar contract and be a basis for  
cancellation of the Registered Name registration.





1 *Id.* at Exhibit D to .BIZ Registry-Registrar Agreement. Additionally, the agreement expressly  
2 declares that “[u]sing the domain for the submission of unsolicited bulk e-mail, phishing, pharming,  
3 or *other abusive or fraudulent purposes*” does not constitute a “‘bona fide business or commercial  
4 use’ of a domain name.” *Id.* (emphasis added). Neustar requires that each registrar and the  
5 registrars’ Registered Name Holders comply with ICANN policies and procedures. *Id.* § 3.10.

#### 6 **Afilias, Ltd.**

7 26. Afilias Ltd. is the domain registry for “.info” top-level domain as is discussed on  
8 Afilias’s website, a true and correct copy of the relevant excerpts of which are attached as **Exhibit**  
9 **17**. Pursuant to its Registrar-Registry Agreement, Afilias has an Anti-Abuse Policy, a true and  
10 correct copy of which is attached as **Exhibit 18**, providing that “[a]busive use(s) of domain names  
11 within Afilias owned and operated Top Level Domains (TLDs) should not be tolerated.” Afilias  
12 defines abuse to include the willful distribution of malware such as “computer viruses, worms,  
13 keyloggers, and Trojan horses,” botnet command and control, and “[i]llegally accessing computers,  
14 accounts, or networks belonging to another party, or attempting to penetrate security measures of  
15 another individual’s system.”

16 27. Under the Registrar-Registry Agreement and the Anti-Abuse Policy, Afilias may  
17 cancel any registration or place any domain names on hold if it determines that its .info domain is  
18 being used for abusive purposes:

19 Pursuant to Section 3.6.5 of the RRA, Afilias reserves the right to deny, cancel or  
20 transfer any registration or transaction, or place any domain name(s) on registry lock,  
21 hold or similar status, that it deems necessary, in its discretion; (1) to protect the  
22 integrity and stability of the registry; (2) to comply with any applicable laws,  
23 government rules or requirements, requests of law enforcement, or any dispute  
24 resolution process; . . . . Abusive uses, as defined above, undertaken with respect to  
25 domain names within the TLD shall give rise to the right of Afilias to take such  
26 actions under Section 3.6.5 of the RRA in its sole discretion.

#### 24 **Public Interest Registry**

25 28. Public Interest Registry, Inc. (“PIR”) is the domain name registry that oversees the  
26 registration of all domain names ending in “.org.” PIR explains its role on its website, the relevant  
27 excerpts of which are attached as **Exhibit 19**.





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At No-IP, we have a very strict abuse policy. Our abuse team is constantly working to keep our domains free of spam and malicious activity. We have filters that block certain words and we scan our network daily for signs of malicious activity. Even with such precautions, our services do fall prey to cyberscammers and spammers. We highly encourage our users and others to let us know if they come across a hostname that isn't abiding by our Terms of Service. We dislike spammers and scammers just as much as everyone else. To report a violation of our TOS or any other abuses of our services, please email abuse@no-ip.com.

34. On February 21, 2014, another Internet security firm, Cisco, published an article that similarly flagged No-IP domains as the most highly abused. A true and correct copy of this article is attached as **Exhibit 24**. Defendant Vitalwerks posted a response to this article, a true and correct copy of which is attached as **Exhibit 25**. Again, Defendant reiterated its strict abuse policy and further represented that the company works with law enforcement on a daily basis to “keep the internet safe”:

We would like to be on the record to state that at No-IP, we have a very strict abuse policy. Our abuse team is constantly working to keep the No-IP system domains free of spam and malicious activity. We work to achieve this by using filters that block certain words and we scan our network daily for signs of malicious activity.

...

We pride ourselves in the services that we offer and we highly encourage our users and others to let us know if they come across a hostname that isn't abiding by our Terms of Service; which includes having more than 1 No-IP account, using our domains to host illegal activity, and a laundry list of other things. We encourage you to report a violation of our TOS or any other abuses of our services to abuse@no-ip.com. At No-IP we take abuse issues very seriously and work with law enforcement daily to ensure that we are doing our part to keep the internet safe.

**NOTICE AND SERVICE OF PROCESS**

35. On behalf of Microsoft, SHB will attempt to personally serve Defendant Vitalwerks at 5905 South Virginia Street, Suite 200, Reno, Nevada 89502, with notice of any TRO and preliminary injunction hearing and the summons and complaint.

36. Despite a diligent and thorough investigation, Microsoft was not able to obtain postal addresses for Defendants Mutairi and Benabdellah. On information and belief, Defendant Mutairi lives in Kuwait City, Kuwait, and Defendant Benabdellah lives in or around Mila, Algeria. Moreover, it is unlikely that Defendant Vitalwerks has postal addresses for the foreign or Doe

1 Defendants. When a person signs up for a free No-IP Dynamic DNS account, Defendant Vitalwerks  
2 does not require subscribers to provide a name, phone number, or postal address. *See* Account  
3 Registration Webpage, Ex. 6 (requiring only a username, e-mail address, and password).

4 37. The Hague Convention on the Service Abroad of Judicial and Extrajudicial  
5 Documents in Civil or Commercial Matters (“Hague Convention on Service Abroad”) governs the  
6 service of process or other judicial documents on Defendants living outside the United States. True  
7 and correct copies of the Hague Convention on Service Abroad and its member list are attached as  
8 **Exhibits 26** and **27**. Although Kuwait is not a member of the Hague Conference on Private  
9 International Law, this country has agreed to the Hague Convention on Service Abroad, subject to  
10 opposition of certain provisions and its declarations. A true and correct copy of Kuwait’s  
11 oppositions and declarations is attached as **Exhibit 28**. Kuwait has not expressly declared in its  
12 oppositions or declarations that it prohibits service by alternative means such as e-mail, social media,  
13 and publication. Algeria is not a signatory to the Hague Convention on Service Abroad.

14 38. The Hague Convention on Service Abroad does not apply to service when the address  
15 of the person to be served is unknown. *See* Ex. 17, Article 1.

16 39. Microsoft has been able to obtain email addresses for the foreign Defendants, and  
17 SHB will attempt to provide notice of the TRO and preliminary injunction hearing and service of the  
18 summons and compliant by email to the email addresses for these Defendants. Microsoft will also  
19 effect service by sending Defendants messages through their social media accounts, such as  
20 Facebook, Twitter, and Skype.

21 40. Additionally, SHB will attempt notice of any TRO and preliminary injunction hearing  
22 and service of the complaint and summons by publishing those pleadings in Arabic, French, and  
23 English, including on a publicly accessible website located at: <http://www.noticeoflawsuit.com>.  
24 SHB will publish such notice of the website for a period of at least six months. The following  
25 information will be made available on the website, in Arabic, French, and English:

- 26 a. The information contained in the case caption and the content of the summons.  
27 b. The following summary statement of the object of the complaint and the demand for  
28 relief: “Plaintiff Microsoft has sued defendants Naser Al Mutairi; Mohamed

1 Benabdellah; Vitalwerks Internet Solutions, LLC, d/b/a No-IP.com; and Does 1-500,  
2 associated with No-IP domains and sub-domains. Microsoft alleges that Defendants  
3 have violated Federal and state law by distributing malicious software through more  
4 than 18,000 sub-domains belonging to No-IP (“Malicious Domains”), causing the  
5 unlawful intrusion into, infection of, and further illegal conduct involving, the  
6 personal computers of innocent persons, thereby causing harm to those persons,  
7 Microsoft, and the public at large. Microsoft seeks a preliminary injunction directing  
8 that it be made the authoritative name server for the Malicious Domains in order to  
9 block traffic to the sub-domains being used to support malware and other malicious  
10 operations. Microsoft seeks a permanent injunction and damages. Full copies of the  
11 pleading documents are available at <http://www.noticeoflawsuit.com>.

12 c. The date of first publication.

13 41. The following text will also be displayed: “NOTICE TO DEFENDANT: READ  
14 THESE PAPERS CAREFULLY! You must ‘appear’ in this case or the other side will win  
15 automatically. To ‘appear,’ you must file with the court a legal document called a ‘motion’ or  
16 ‘answer.’ The ‘motion’ or ‘answer’ must be given to the court clerk or administrator within 21 days  
17 of the date of first publication specified herein. It must be in proper form and have proof of service  
18 on the plaintiff’s attorney, Randall D. Haimovici, Shook, Hardy & Bacon L.L.P., One Montgomery  
19 Street, Suite 2700, San Francisco, California 94107. If you have questions, you should see an  
20 attorney immediately. If you need help finding an attorney, you may call the Nevada State Bar at  
21 702.382.0504 (in Nevada) or 800.789.5747 (State or Nationwide).

22 42. The notice Microsoft proposes is also consistent with ICANN rules and procedures.  
23 Pursuant to ICANN’s Rules of UDRP (Ex. 10), “Written Notice” of a complaint regarding a domain  
24 requires electronic transmittal of the complaint to a domain registrant and hardcopy notification that  
25 the complaint was sent by electronic means. In particular, “Written Notice” is defined as:

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[H]ardcopy notification by the Provider to the Respondent of the commencement of an administrative proceeding under the Policy which shall inform the respondent that a complaint has been filed against it, and which shall state that the Provider has electronically transmitted the complaint including any annexes to the Respondent by the means specified herein. Written noticed does not include a hardcopy of the complaint itself or any annexes.

43. Pursuant to the Rules, notice of a complaint may be achieved by the registrar forwarding the complaint to the postal address, facsimile number and e-mail addresses of the domain registrant. In particular, the Rules define the procedure for providing notice as follows:

- (a) When forwarding a complaint, including any annexes, electronically to the Respondent, it shall be the Provider’s responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:
  - (i) sending Written Notice of the complaint to all postal-mail and facsimile addresses (A) shown in the domain name's registration data in Registrar’s Whois database for the registered domain-name holder, the technical contact, and the administrative contact and (B) supplied by Registrar to the Provider for the registration’s billing contact; and
  - (ii) sending the complaint, including any annexes, in electronic form by e-mail to:
    - (A) the e-mail addresses for those technical, administrative and billing contacts;
    - (B) postmaster@<the contested domain name>; and
    - (C) if the domain name (or “www.” followed by the domain name) resolves to an active web page other than a generic page the Provider concludes is maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any e-mail address shown or e-mail links on that web page; and
  - (iii) sending the complaint, including any annexes, to any e-mail address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other e-mail addresses provided to the Provider by Complainant . . . .

44. The effect of the UDRP and the Rules is that domain name registrants agree that notice of a complaint relating to their domains may be provided by the foregoing means, including

1 by sending the complaint to postal, facsimile and email addresses provided by the registrants.

2 **OTHER AUTHORITY AND EVIDENCE**

3 45. Attached as **Exhibit 29** is a true and correct copy of the *Ex Parte* Temporary Restraining  
4 Order and Order to Show Cause in *Microsoft Corp. v. John Does 1-8*, No. 1:13-cv-01014 (W.D. Tex.  
5 Nov. 25, 2013).

6 46. Attached as **Exhibit 30** is a true and correct copy of the Notice of Voluntary Dismissal in  
7 *Microsoft Corp. v. John Does 1-8*, No. 1:13-cv-01014 (W.D. Tex. Dec. 12, 2013).

8 47. Attached as **Exhibit 31** is a true and correct copy of the *Ex Parte* Temporary Restraining  
9 Order and Order to Show Cause in *Microsoft v. John Does 1-82*, Case No. 3:13-cv-319 (W.D.N.C. May  
10 29, 2013).

11 48. Attached as **Exhibit 32** is a true and correct copy of the Order for Preliminary Injunction  
12 in *Microsoft v. John Does 1-82*, Case No. 3:13-cv-319 (W.D.N.C. Jun. 10, 2013).

13 49. Attached as **Exhibit 33** is a true and correct copy of the *Ex Parte* Temporary Restraining  
14 Order and Order to Show Cause in *Microsoft v. John Does 1-18*, No. 1:13-cv-139 (E.D. Va. Jan. 31,  
15 2013).

16 50. Attached as **Exhibit 34** is a true and correct copy of the Order for Preliminary Injunction  
17 in *Microsoft v. John Does 1-18*, No. 1:13-cv-139 (E.D. Va. Feb. 13, 2013).

18 51. Attached as **Exhibit 35** is a true and correct copy of the *Ex Parte* Temporary Restraining  
19 Order and Order to Show Cause in *Microsoft v. Yong et al.*, Case No. 1:12-cv-1004 (E.D. Va. Sept. 10,  
20 2012).

21 52. Attached as **Exhibit 36** is a true and correct copy of the Notice of Voluntary Dismissal in  
22 *Microsoft v. Yong et al.*, Case No. 1:12-cv-1004 (E.D. Va. Sept. 28, 2012).

23 53. Attached as **Exhibit 37** is a true and correct copy of the *Ex Parte* Temporary Restraining  
24 Order and Order to Show Cause in *Microsoft et al. v. John Does 1-39*, Case No. 12-cv-01395 (E.D. N.Y.  
25 Mar. 19, 2012).

26 54. Attached as **Exhibit 38** is a true and correct copy of the Order for Preliminary Injunction  
27 in *Microsoft et al. v. John Does 1-39*, Case No. 12-cv-01395 (E.D. N.Y. Mar. 29, 2012).

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1           55. Attached as **Exhibit 39** is a true and correct copy of the *Ex Parte* Temporary  
2 Restraining Order and Order to Show Cause *Microsoft v. Piatti et al.*, Case No. 1:11-cv-1017 (E.D. Va.  
3 Sept. 22, 2011).

4           56. Attached as **Exhibit 40** is a true and correct copy of the Consent Preliminary Injunction  
5 in *Microsoft v. Piatti et al.*, Case No. I:11-cv-1017 (E.D. Va. Oct. 12, 2011).

6           57. Attached as **Exhibit 41** is a true and correct copy of the *Ex Parte* Temporary  
7 Restraining Order and Order to Show Cause in *Microsoft v. John Does 1-11*, Case No. 2:11-cv-00222  
8 (W.D. Wa. Mar. 9, 2011).

9           58. Attached as **Exhibit 42** is a true and correct copy of the Order for Preliminary  
10 Injunction in *Microsoft v. John Does 1-11*, Case No. 2:11-cv-00222 (W.D. Wa. Apr. 6, 2011).

11           59. Attached as **Exhibit 43** is a true and correct copy of the *Ex Parte* Temporary Restraining  
12 Order and Order to Show Cause in *Microsoft v. John Does 1-27*, Case No. 1:10-cv-00156 (E.D. Va. Feb.  
13 22, 2010).

14           60. Attached as **Exhibit 44** is a true and correct copy of the Order for Preliminary Injunction  
15 in the matter *Microsoft Corporation v. John Does 1-27*, Case No. 1:10-cv-00156 (E.D. Va. Mar. 10,  
16 2010).

17           61. Attached as **Exhibit 45** is a true and correct copy of *Ex Parte* Temporary Restraining  
18 Order in *FTC v. Pricewert LLC*, Case No. 09-2407 (N.D. Cal. Jun. 2, 2009).

19           62. Attached as **Exhibit 46** is a true and correct copy of Order for Preliminary Injunction in  
20 *FTC v. Pricewert LLC*, Case No. 09-2407 (N.D. Cal. Jun. 15, 2009).

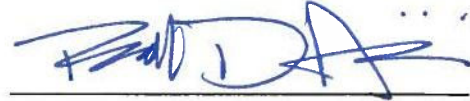
21           63. Attached as **Exhibit 47** is a true and correct copy of an Order in *FTC v. PCCare247, Inc.*,  
22 Case No. 12 Civ 7189 (S.D.N.Y. Mar. 7, 2013).

23           64. Attached as **Exhibit 48** is a true and correct copy of an Order in *Craigslist, Inc. v. Meyer*  
24 *et al.*, Case No. C 09-4739 (N.D. Cal. Jul 26, 2010).

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

Executed on 19th day of June, 2014.



Randall D. Haimovici