



**TABLE OF CONTENTS**

	<b>Page</b>
PRELIMINARY STATEMENT .....	1
FACTUAL AND PROCEDURAL BACKGROUND.....	1
A.    The Injunction Issued by This Court .....	1
B.    Defendants Have Violated the Injunction.....	2
C.    The Harm To Instacart .....	4
D.    Discovery Sought.....	6
ARGUMENT .....	6
I.    DEFENDANTS ARE IN CONTEMPT.....	6
II.   THE COURT SHOULD GRANT INSTACART RELIEF INCLUDING ONGOING AUTHORITY AGAINST LATER-IDENTIFIED INFRINGEMENT BY THE SAME ACTORS.....	7
III.  A GRANT OF DISCOVERY IS WARRANTED.....	9
CONCLUSION.....	10

**TABLE OF AUTHORITIES**

	<b>Page(s)</b>
<b>Cases</b>	
<i>Arista Records LLC v. Does</i> 1-14, 2008 U.S. Dist. LEXIS 102974 (W.D. Va. 2008) .....	9
<i>Colonial Williamsburg Found. V. Kittinger Co.</i> , 792 F. Supp. 1397 (E.D. Va. 1992), <i>aff'd</i> , 38 F.3d 1333 (4th Cir. 1994).....	6
<i>Exxon Corp. v. Texas Motor Exchange of Houston</i> , 628 F.2d 500 (5th Cir. 1980) .....	8
<i>In re Gen. Motors Corp.</i> , 61 F.3d 256 (4th Cir. 1995) .....	7
<i>Gordon v. Leeke</i> , 574 F.2d 1147 (4th Cir. 1978) .....	9
<i>In Microsoft v. John Does 1-8</i> , Case No. 1:14-cv-00811-LOG/TCB (E.D. Va. 2014) .....	9
<i>James River Equip., Virginia, LLC v. Just. Energy Co., Inc.</i> , 2016 WL 67792 (S.D.W. Va. Jan. 5, 2016).....	6
<i>Microsoft v. John Does 1-18</i> , Case No. 1:13-cv-139 (LMB/TCB) (E.D. Va. 2013) .....	10
<i>Microsoft v. John Does 1-27</i> , Case No. 1:10-cv-00156 (Anderson, J.).....	9
<i>Telefonica S.A. v. Telefonica USA Corp.</i> , 2007 WL 9702155 (S.D. Fla. Feb. 7, 2007) .....	8
<i>Telefonica S.A. v. Telefonica USA Corp.</i> , 2007 WL 9702186 (S.D. Fla. Mar. 14, 2007).....	8
<i>The North Face Apparel Corp. et al v. Fujian Sharing Import &amp; Export Ltd. Co. et al.</i> , No. 1:10-cv-01630-AKH (S.D.N.Y. Dec. 21, 2010) .....	8
<i>United States v. Chacon</i> , 663 F.2d 494 (4th Cir. 1981) .....	8
<i>Virgin Records America, Inc. v. John Doe</i> , 2009 U.S. Dist. LEXIS 21701 (E.D.N.C. 2009).....	9

**Statutes**

18 U.S.C. § 401(3) .....6, 10

## **PRELIMINARY STATEMENT**

On May 26, 2022, this Court issued a Permanent Injunction against Defendants because they operated a fraudulent application called Shopper Helper. Shopper Helper was a copy-cat mobile application to Instacart's legitimate Shopper Application ("Shopper App") that illegally accessed Instacart's servers to obtain batch information and misused Instacart's trademarks to create confusion as to the source of this malicious bot.

Defendants are now perpetuating their fraudulent conduct via a new mobile phone application. In January 2024, Instacart became aware of a new malicious bot called "LuckyBot." Upon investigation, Instacart discovered evidence that LuckyBot is a reincarnation of Shopper Helper.

Accordingly, Instacart respectfully requests that Defendants be held in contempt of this Court's Default Judgment and Permanent Injunction. Instacart further requests that third-party providers whose services Defendants and LuckyBot use for their operations, be directed to block Defendants' access and remove their accounts. Alternatively, Instacart requests that an order to show cause issue regarding the same.

Instacart further requests limited expedited discovery aimed at identifying the Defendants to prevent further injury to Instacart.

## **FACTUAL AND PROCEDURAL BACKGROUND**

Instacart incorporates the facts set forth in its Complaint, Motion for Temporary Restraining Order, and Motion for Default Judgment and Permanent Injunction. *See* Dkts. 1, 9, 38.

### **A. The Injunction Issued by This Court**

On May 10, 2021, this Court entered a Preliminary Injunction enjoining Defendants from

use of Shopper Helper and Instacart’s trademarks. Dkt. 29.<sup>1</sup> Instacart served the Preliminary Injunction by publication and email, using an email service list generated by reviewing the activities, associated domain name WHOIS information, and other information to identify the actors behind Shopper Helper.

When Defendants did not respond, on May 26, 2022, this Court entered a default judgment against Defendants and entered a Permanent Injunction containing the same terms as the Preliminary Injunction. Dkt. 47. The Clerk was instructed to notify Defendants of the rulings by forwarding a copy of the default judgment and Permanent Injunction order to the them. *Id.*

### **B. Defendants Have Violated the Injunction**

As detailed in the Declaration of Vincas D. Čižiūnas (“Čižiūnas Decl.”) filed concurrently with this motion, Defendants have violated the injunction, continuing their malfeasance under a new name, LuckyBot.

Shoppers are integral to the Instacart platform—they do the shopping for Instacart customers. Čižiūnas Decl. ¶ 7; Declaration of Like Liu (“Liu Decl.”) ¶¶ 2-4, 12-16. Instacart designs its platform to ensure the app is easy for Shoppers to use and provides details about “batches”<sup>2</sup> to Shoppers so that the Shoppers can make informed choices about which orders to

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<sup>1</sup> The Preliminary Injunction enjoined Defendants from:

- (1) intentionally accessing and sending any communication to Instacart and the protected computers of Instacart and its Shoppers;
- (2) sending unauthorized software designed to create a counterfeit Instacart application;
- (3) configuring, deploying, operating, or otherwise participating in or facilitating infrastructure described in Instacart’s TRO Application, included but not limited to, software hosted and operated through IP addresses Instacart identified and accounts identified with an e-commerce platform, and through any other component or element of the Defendants’ illegal infrastructure at any location;
- (4) misappropriating that which rightfully belongs to Instacart or its Shoppers;
- (5) undertaking similar activity that inflicts harm on Instacart, its Shoppers, or the Public.

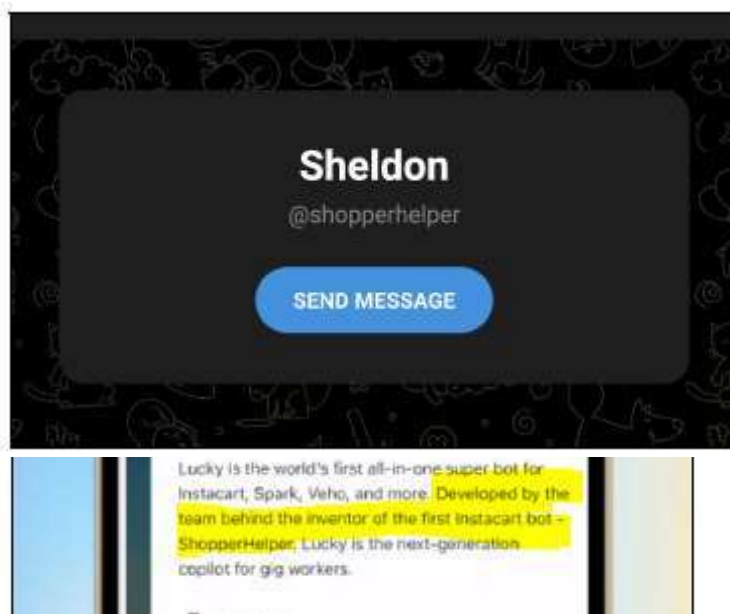
Dkt. 29 at 5-6.

<sup>2</sup> “Batches” are collections of shopping orders, consisting of one or more customer orders to be shopped and delivered together.

accept. Čižiūnas Decl. ¶ 7; Liu Decl. ¶¶ 2-4, 12-16. Instacart has developed complex algorithms to offer batches to available Shoppers, considering numerous factors including fairness to the Shoppers. Čižiūnas Decl. ¶ 7; Liu Decl. ¶¶ 2-4, 12-16.

LuckyBot, like Shopper Helper that preceded it, exploits the user interface and core functionality of Instacart’s Shopper App. It enables users to improperly circumvent Instacart’s proprietary algorithms, which are designed to promote efficiency and fairness, in an attempt to gain an unfair advantage in selecting order batches. Čižiūnas Decl. ¶ 8; Liu Decl. ¶¶ 17-18, 20. Once installed, LuckyBot runs scripts on Instacart’s Shopper App that automatically snatch batches faster than human Shoppers are typically able to. Čižiūnas Decl. ¶ 8; Liu Decl. ¶¶ 17-18, 20.

The similarities between Lucky Bot and Shopper Helper extend beyond their functionality. The evidence reflects that LuckyBot is perpetuated by the creators of Shopper Helper. A video posted on a now non-active TikTok account (@luckybatchgrabber) reflects that “Lucky” was “Developed by the team behind the inventor of the first Instacart bot--Shopper Helper.” Čižiūnas Decl. ¶ 16. LuckyBot and ShopperHelper use the same Telegram account identification (@Shopper Helper) and the same display name, “Sheldon”. *Id.* ¶ 13-15.



LuckyBot’s active TikTok account (@luckybottech)—depicted below—identifies its Telegram handle as “Shopper Helper.” LuckyBot’s social media pages reference the Telegram account @Shopper Helper as a coordinating reference for the “Lucky” application. *Id.* ¶ 13. This same Telegram account was previously listed as the contact information on Shopper Helper’s website. *Id.* ¶ 13-15. In addition, the display name “Sheldon” remains constant on the Shopper Helper Telegram account across its prior use by ShopperHelper and its current use by LuckyBot. *Id.* ¶ 13.

Additionally, LuckyBot uses backend infrastructure from Vultr Hosting at IP 45.76.50.7, the same provider used by Shopper Helper during its operational period. *Id.* ¶ 29.

### **C. The Harm To Instacart**

The use of LuckyBot harms Instacart in the same way that the use of Shopper Helper harmed Instacart. Čižiūnas Decl. ¶¶ 19-21; Liu Decl. ¶¶ 17-29; *see also* Dkt. 12 (Decl. of Henry Levin filed in Support of Preliminary Injunction.) Specifically, LuckyBot is designed to execute Instacart’s Shopper App’s core functionalities. On top of copying Instacart’s Shopper App, LuckyBot also provides its users automatic filter and selection of the ‘best batch’ for a user. In so doing, LuckyBot bypasses Instacart’s native batch selection and offering process. Čižiūnas Decl. ¶ 8; Liu Decl. ¶¶ 20-22. This permits LuckyBot users to gain an unfair advantage in getting immediate access to the best batches (Instacart orders) to the detriment of legitimate Instacart Shoppers. Čižiūnas Decl. ¶ 8; Liu Decl. ¶ 20-22. When the Defendants utilize the LuckyBot application, they necessarily access Instacart software, services, and data to obtain batches from Instacart’s servers. Čižiūnas Decl. ¶ 8; Liu Decl. ¶¶ 20-22.

LuckyBot harms Instacart by accessing Instacart’s servers to obtain batch information without authorization and disrupting the distribution of batches among Shoppers using Instacart’s legitimate Shopper App. Čižiūnas Decl. ¶ 21; Liu Decl. ¶ 22. In doing so, LuckyBot seeks to

benefit from the fruits of Instacart's labor in developing and maintaining a complex algorithm for batch offering to Shoppers based on numerous factors including efficiency and fairness to Shoppers. Liu Decl. ¶¶ 17-29.

Like Shopper Helper, LuckyBot seeks to give its users an unfair advantage over Shoppers using Instacart's legitimate Shopper App. This causes dissatisfaction with Instacart's Shopper App and services and diminishes Shopper confidence in Instacart's Platform. Čižiūnas Decl. ¶¶ 19-21; Liu Decl. ¶¶ 25-29.

LuckyBot further inflicts damage on Instacart by systematically misusing Instacart's products and trademarks. Čižiūnas Decl. ¶¶ 19-21; Liu Decl. ¶¶ 25-29. In effect, once taken over by LuckyBot, the Instacart Shopper App becomes a tool for Defendants to conduct their unauthorized access to Instacart's servers. Čižiūnas Decl. ¶¶ 19-21; Liu Decl. ¶¶ 25-29. Yet, they still bear Instacart's trademarks. This misleads Instacart's Shoppers and the public generally into wrongly believing that Instacart condones, facilitates or somehow is associated with LuckyBot. Čižiūnas Decl. ¶¶ 19-21; Liu Decl. ¶¶ 25-29. This harms Instacart's reputation and goodwill among the public, and particularly among Shoppers who may incorrectly believe that LuckyBot is sanctioned, sponsored, or associated in some manner with Instacart, which it is not. Čižiūnas Decl. ¶¶ 17-21; Liu Decl. ¶¶ 25-29.

Instacart devotes significant computing and human resources to combating bots like LuckyBot. Liu Decl. ¶¶ 5-11. Instacart, as the provider of the Instacart Shopper App must also incorporate security features in an attempt to stop installation of LuckyBot and other bots. *Id.* Instacart has expended significant resources to investigate and track the Defendants' illegal activities and to counter and remediate the damage they have caused to Instacart, its Shoppers, and the general public, including engaging Nisos to conduct a forensic investigation of LuckyBot's unauthorized and harmful actions. Liu Decl. ¶¶ 5-11, 19.

Disabling the IP address and social media accounts used by LuckyBot will hinder the Defendants' continued trespass of Instacart's servers, infringement of Instacart's trademarks, and harm to Instacart's users. Čižiūnas Decl. ¶ 31. In addition, disabling this infrastructure would disrupt the Defendants' ability to distribute their unlawful application to other mobile devices. Disabling this infrastructure will directly disrupt current LuckyBot distribution mechanisms, mitigating risk and injury to Instacart, its Shoppers, and the public. *Id.*

#### **D. Discovery Sought**

At present, Instacart is in possession of preliminary information regarding Defendants' identity obtained from *inter alia* public sources of information provided by ISPs, domain registrars and registries, payment facilities and other service providers whose services Defendants used. Čižiūnas Decl. ¶¶ 6-18. Now that Defendants appear to be a continuing threat actor, Instacart seeks discovery in order to identify Defendants.

### **ARGUMENT**

#### **I. DEFENDANTS ARE IN CONTEMPT**

To hold a party in contempt, Instacart must show: (1) an order that prohibits the conduct at issue of which Defendants had notice—constructive or actual; (2) that the order was in Instacart's favor; (3) a violation of the order; and (4) that Instacart suffered harm. *Colonial Williamsburg Found. V. Kittinger Co.*, 792 F. Supp. 1397, 1405 (E.D. Va. 1992), *aff'd*, 38 F.3d 1333 (4th Cir. 1994). Instacart satisfies each element by clear and convincing evidence, and is entitled to a contempt finding under 18 U.S.C. § 401(3).

As noted, Defendants had notice of the Permanent Injunction that issued in Instacart's favor. Dkt. 41 at 11-14; Dkt. 47 at 4; *James River Equip., Virginia, LLC v. Just. Energy Co., Inc.*, 2016 WL 67792, at \*4 (S.D.W. Va. Jan. 5, 2016) (finding notice provided where the order was transmitted to the Defendant by the Clerk of the Court, and provided to the Defendant by the

Plaintiff.).

Furthermore, the Permanent Injunction specifically prohibits the conduct in which Defendants are engaged. Defendants are actively violating the Permanent Injunction by making, selling, and distributing the LuckyBot application, which effectively creates a counterfeit Instacart Shopper App, circumvents Instacart's batching, and permits LuckyBot users to do the same. The Permanent Injunction prohibits Defendants from engaging in these activities through LuckyBot just as it prohibited the operation of Shopper Helper. Report & Recommendation, at 7 (as adopted in the Permanent Injunction) (finding that Shopper Helper improperly "accessed Plaintiff's servers without authorization by intercepting authentication tokens created by Plaintiff in order to send queries to Plaintiff's servers and obtain batch information.").

Defendants are also violating the injunction via their continued infringement of Instacart's trademarks. Under the Permanent Injunction, Defendants are "ENJOINED and RESTRAINED from continuing to operate the Shopper Helper application or any other trademark of Plaintiff or acting in any manner that suggests in any way that Defendants' activities, products, or services are conducted by or are affiliated with Plaintiff." Permanent Injunction, at 4. Yet Defendants are doing just that via the LuckyBot application. *See, e.g., In re Gen. Motors Corp.*, 61 F.3d 256, 258 (4th Cir. 1995) (noting that contempt appropriate when the order is specific and provides an unequivocal demand).

Finally, as this Court has already found when it issued the Permanent Injunction, and as set forth in the Statement of Facts, this conduct harms Instacart.

## **II. THE COURT SHOULD GRANT INSTACART RELIEF INCLUDING ONGOING AUTHORITY AGAINST LATER-IDENTIFIED INFRINGEMENT BY THE SAME ACTORS**

Under its inherent authority, the Court can impose sanctions on Defendants in the form of an Order for Contempt as outlined in the Proposed Order submitted concurrently with this motion.

Such an order would provide Instacart with the ability to enforce the Permanent Injunction and ongoing authority to identify and shut down new applications and tools deployed by Defendants that violate the Permanent Injunction. *See United States v. Chacon*, 663 F.2d 494, 495 (4th Cir. 1981) (“The primary purpose of civil contempt is to coerce compliance with court orders.”).

This Court has broad discretion to fashion this type of remedy. *See, e.g., The North Face Apparel Corp. et al v. Fujian Sharing Import & Export Ltd. Co. et al.*, No. 1:10-cv-01630-AKH (S.D.N.Y. Dec. 21, 2010) (when defendants ignored the Court’s order to transfer infringing domains and instead moved their operations to different domains not previously identified in the injunction, the Court fashioned a broad contempt order, granting plaintiff ongoing authority to shut down all newly discovered infringing domains without further court order); *see also Exxon Corp. v. Texas Motor Exchange of Houston*, 628 F.2d 500, 503 (5th Cir. 1980) (pursuant to its continuing jurisdiction, the court may modify an injunction “to impose more stringent requirements on the defendant when “the original purposes of the injunction are not being fulfilled in any material respect”).

Instacart’s Proposed Order also seeks to require third-parties whose infrastructure Defendants rely on to operate LuckyBot to reasonably cooperate to effectuate the Order. This includes ordering United States-based domains to unlock and change the registrar of record for domains used by LuckyBot, disable domains and backup systems, log LuckyBot’s activity, and provide assistance with implementing the Order, and ordering the e-commerce platform to disable Defendants’ access to their accounts. This relief is also appropriate. *See e.g., Telefonica S.A. v. Telefonica USA Corp.*, 2007 WL 9702155, at \*5 (S.D. Fla. Feb. 7, 2007), report and recommendation adopted, 2007 WL 9702186 (S.D. Fla. Mar. 14, 2007) (authorizing Plaintiff to notify any and all domain name registrars and service providers that domains are to be terminated and that domain name registrars and IP address providers may take all reasonable and necessary

steps to ensure compliance with the Court's order.)

### **III. A GRANT OF DISCOVERY IS WARRANTED**

Instacart respectfully requests that an order authorizing it to conduct limited discovery necessary to identify Defendants to prevent further unauthorized action be permitted.

Under Federal Rule of Civil Procedure 26(d), discovery may not normally begin “before the parties have conferred as required by Rule 26(f).” Because John Doe Defendants in this case are unknown to Plaintiff, the conference Rule 26(f) contemplates cannot occur. This limitation on the initiation of discovery, however, can be waived under Rule 26(d) by court order.

Courts recognize that, in certain situations, the identity of the defendant may not be known prior to the filing of a complaint. In such circumstances, courts authorize a plaintiff to undertake discovery to identify the unknown defendants. In *Gordon v. Leeke*, 574 F.2d 1147, 1152 (4th Cir. 1978), the Court explained that, if a plaintiff states a meritorious claim against an unknown defendant, the Court should allow plaintiff to ascertain the identity of the unknown defendant through discovery. Courts in this Circuit have also authorized parties to conduct discovery based on computer IP addresses in order to assist in the identification of John Doe defendants. *See Arista Records LLC v. Does 1-14*, 2008 U.S. Dist. LEXIS 102974 (W.D. Va. 2008) (granting discovery to identify John Does based on IP addresses); *Virgin Records America, Inc. v. John Doe*, 2009 U.S. Dist. LEXIS 21701 (E.D.N.C. 2009) (same).

This Court has granted John Doe discovery used to identify registrants of Internet domains supporting a botnet in prior cases. In *Microsoft v. John Does 1-8*, Case No. 1:14-cv-00811-LOG/TCB (E.D. Va. 2014), this Court recognized the benefit of such discovery and ordered similar discovery so that plaintiff could investigate the identities of registrants of a number of Internet domains used to perpetuate the harmful “Shylock” Botnet. *See* Dkt. No. 39; see also Dkt. No. 40 in *Microsoft v. John Does 1-27*, Case No. 1:10-cv-00156 (Anderson, J.); Dkt. No. 37 in

*Microsoft v. John Does 1-18*, Case No. 1:13-cv-139 (LMB/TCB) (E.D. Va. 2013).

Likewise, in the instant matter, it is appropriate to grant Instacart authority to conduct limited discovery to identify Defendants. Now that it appears that Defendants are persistent actors, Instacart seeks discovery so that it can identify Defendants. To do this, Instacart requests the ability to subpoena third party domain registrars, Internet service providers (ISPs), hosting companies, payment providers, social media providers and other service providers to obtain account and user information provided by Defendants in association with the foregoing infrastructure. For example, such service providers often maintain billing and account information identifying the purchasers and account holders of such services, and maintain IP address logs reflecting the computers from which Defendants logged into their accounts. Given the account and user information kept by these third-party internet service providers regarding Defendants is generally non-public, the service providers are not likely to provide it to Instacart absent a subpoena.

### CONCLUSION

Having met all requirements for an order of civil contempt, and contempt sanctions, under 18 U.S.C. § 401(3), and the Court's inherent authority, Instacart respectfully requests that the Court grant this Motion and also grant Instacart the relief, including ongoing authority, and expedited discovery as described in Instacart's Proposed Order.

Dated: April 22, 2024

Respectfully submitted,

*/s/ David J. Ervin*

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**CERTIFICATE OF SERVICE**

I hereby certify that on April 22, 2024, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system. Copies will also be served on the defendants listed below by electronic mail:

**John Does 1-2**

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