

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. CV-10-264 (WHA)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for (name of individual and title, if any) YAO WEI YEO  
was received by me on (date) \_\_\_\_\_

I personally served the summons on the individual at (place) \_\_\_\_\_  
on (date) \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with (name) \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on (date) \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on (name of individual) \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of (name of organization) \_\_\_\_\_  
on (date) \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other (specify): DEFENDANT YEO WAS SERVED BY CERTIFIED MAIL AT  
883 3RD AVENUE, SUITE 246, NEW YORK, NY 10010 EFFECTIVE  
JULY 8, 2010 PURSUANT TO RULE 4(C)(1), FRCP AND § 415.40 OF  
THE CALIFORNIA CODE (COUR).

My fees are \$ — for travel and \$ — for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: 7/8/10

Brian Hancock  
Server's signature  
BRIAN HANCOCK  
Printed name and title

2224 1st AVENUE NORTH, BIRMINGHAM, AL 35203  
Server's address

Additional information regarding attempted service, etc:

PLEASE SEE ATTACHED DECLARATION OF BRIAN D. HANCOCK

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

DANIEL MILLER

Plaintiff

v.

FACEBOOK, INC., and YAO WEI YEO

Defendant

Civil Action No. CV-10-264 (WHA)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) YAO WEI YEO
353 THIRD AVENUE, STE. 246
NEW YORK, NEW YORK 10010

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian D. Hancock, Esq.
Heninger Garrison Davis
2224 1st Avenue North
Birmingham, Alabama 35203

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Richard W. Wieking
CLERK OF COURT

[Handwritten signature]

Signature of Clerk or Deputy Clerk

Date: 06/17/2010

1 D. GILL SPERLEIN (172887)  
2 THE LAW OFFICE OF D. GILL SPERLEIN  
3 584 Castro Street, Suite 879  
4 San Francisco, California 94114  
5 Telephone: (415) 404-6615  
6 Facsimile: (415) 404-6616  
7 [gill@sperleinlaw.com](mailto:gill@sperleinlaw.com)

8 DOUGLAS L. BRIDGES (*pro hac vice*)  
9 HENINGER GARRISON DAVIS LLC  
10 1 Glenlake Parkway, Suite 700  
11 Atlanta, Georgia 30328  
12 Telephone: (678) 638-6309  
13 Facsimile: (678) 638-6142  
14 [dbridges@hgdllawfirm.com](mailto:dbridges@hgdllawfirm.com)

15 BRIAN D. HANCOCK (*pro hac vice*)  
16 HENINGER GARRISON DAVIS LLC  
17 2224 1<sup>st</sup> Avenue North  
18 Birmingham, AL 35203  
19 Telephone: (205) 326-3336  
20 Facsimile: (205) 326-3332  
21 [bdhancock@hgdllawfirm.com](mailto:bdhancock@hgdllawfirm.com)

22 Attorneys for Plaintiff,  
23 DANIEL M. MILLER

24 UNITED STATES DISTRICT COURT  
25 NORTHERN DISTRICT OF CALIFORNIA  
26 SAN FRANCISCO DIVISION

27 DANIEL M. MILLER, )  
28 Plaintiff, ) **CASE NO.: CV-10-264 (WHA)**  
 )  
29 vs. ) **DECLARATION OF BRIAN D. HANCOCK**  
 ) **SUPPLEMENTING PROOF OF SERVICE**  
30 ) **OF DEFENDANT YAO WEI YEO**  
31 )  
32 FACEBOOK, INC. and YAO WEI YEO, )  
33 )  
34 Defendants. )  
35 )  
36 )  
37 )  
38 )

1 I, Brian D. Hancock, declare as follows:

2 1. My name is Brian D. Hancock. I am over eighteen years of age and am competent  
3 to testify about the matters set forth herein. I have personal knowledge of the matters set forth  
4 herein.  
5

6 2. I am an attorney at Heninger Garrison Davis, LLC, 2224 1<sup>st</sup> Avenue North,  
7 Birmingham, Alabama 35203, a law firm representing Plaintiff Daniel M. Miller in the above-  
8 styled litigation.  
9

10 3. In addition to the actions taken by Plaintiff's counsel, prior to May 26, 2010, to  
11 locate and serve Defendant Yao Wei Yeo with the complaint in this matter, as set forth in the  
12 Declaration of Douglas L. Bridges submitted to the Court on May 27, 2010, the Plaintiff has taken  
13 additional action, including, but not limited to, the actions enumerated below, to locate and serve  
14 Defendant Yeo with the Second Amended Complaint.  
15

16 4. The Plaintiff served a subpoena duces tecum on Media Temple, Inc., a website  
17 hosting and software application services company in Culver City, California, on June 3, 2010,  
18 seeking all information in its possession pertaining to Defendant Yao Wei Yeo ("Yeo"). Media  
19 Temple responded by providing information showing that Yeo is the listed account owner for the  
20 "ZWIGGLERS.COM" domain name. The address listed by Media Temple for Yeo is 353 Third  
21 Avenue, Suite 246, New York, NY 10010.  
22

23 5. This is the address for UPS Store 5865 in Manhattan. The "Suite" number is a  
24 mailbox number. On June 10, 2010, the Plaintiff served a subpoena duces tecum on this UPS  
25 store to which UPS responded by providing a Mailbox Service Agreement and Application for  
26 Delivery of Mail Through Agent form attached hereto as Plaintiff's Exhibit "A".  
27  
28

1           6.       On June 17, 2010, the Plaintiff issued the Summons and Second Amended  
2 Complaint via Certified Mail to "Yao Wei Yeo, 353 3<sup>rd</sup> Avenue, Suite 246, New York, NY  
3 10010". On June 28, 2010, the Summons and Second Amended Complaint were delivered to that  
4 address and the certified mail receipt was signed by "Alex", an employee of UPS Store 5865. A  
5 copy of the "Track & Confirm" information from the United States Postal Service's website  
6 evidencing the June 28<sup>th</sup> delivery is attached hereto as Plaintiff's Exhibit "B". A copy of the  
7 certified mail receipt is attached hereto as Plaintiff's Exhibit "C".  
8

9           7.       Pursuant to Federal Rule of Civil Procedure 4(e)(1) and §415.40 of the California  
10 Code (2009), service was effected as against Defendant Yeo ten (10) days after delivery of the  
11 Summons and Second Amended Complaint to UPS Store 5865, on July 8, 2010.  
12

13           8.       All other actions taken by the Plaintiff to locate and serve Defendant Yeo, such as  
14 serving a subpoena duces tecum on Apple, Inc., Verizon Wireless, and T-Mobile f/k/a Omnipoint  
15 Communications, Inc.; requesting all pertinent records from the New York Department of Motor  
16 Vehicles; and having a "skip trace" performed by MLQ Attorney Services in Atlanta, Georgia,  
17 have not resulted, at present, in any information helpful to the Plaintiff in perfecting service as to  
18 Yeo.  
19

20           I declare under penalty of perjury that the foregoing is true and correct.  
21

22           July 8, 2010  
23           Date

22           /s/ Brian D. Hancock  
23           Brian D. Hancock

**Customer Information**

Center Number: 5865

Name: YAOWEI YEO

Company:

Address: 209 RISLEY HALL

City: ITHACA

State: NY

ZIP: 14853

Business Telephone:

Home Telephone: 9173464643

Fax:

Mobile Telephone: 9173464543

E-mail Address: ZWIGGLERS@GMAIL.COM

Text Messaging ID:

**Mailbox Information**

Mailbox Number: 246

Mailbox Size: Small

**Terms and Conditions**

1. This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein.
2. Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, Mail Boxes Etc., Inc. ("MBE") or its successor, solely for purposes of communication between MBE and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
5. Customer agrees to pay an initial set-up fee of \$50.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \_\_\_\_\_ (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$0.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$0.00. Mailbox service fees and other related fees stated herein are subject to change.  
  
In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$25.00 for month 1, and \$0.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of \$0.00 per month for the time period in which the Center holds the mail or packages, plus a service fee of \$0.00 for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
7. Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - a. Refuse any mail or package addressed to Customer and delivered to the Center.
  - b. Destroy any of Customer's mail or packages remaining at the Center at such time.
8. Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

**Application for Delivery of Mail through Agent**

See Privacy Act Statement on Reverse

1. Date  
03/21/2010

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

**NOTE:** The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken. This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)

YAOWEI YEO

3a. Address to be Used for Delivery (Include PMB or # sign.)

353 Third Ave., Bet. 26th & 28th Street #246

3b. City

New York

3c. State

NY

3d. Zip + 4

10010

4. Applicant authorizes delivery to and in care of:

a. Name

The UPS Store #5865

b. Address (No., street, apt./ste. no.)

353 Third Ave., Bet. 25th & 26th Street

c. City

New York

d. State

NY

e. Zip + 4

10010

6. Name of Applicant

YAOWEI YEO

5. This authorization is extended to include restricted delivery mail for the undersigned(s):

No

8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.

a. STUDENT ID #N/A

b. NY DRIVERS LICENSE #809 404 832

7a. Applicant Home Address (No., street, apt./ste.)

209 RISLEY HALL

7b. City

ITHACA

7c. State

NY

7d. Zip + 4

14863

7e. Applicant Telephone Number (Include area code)

9173454543

9. Name of Firm or Corporation

N/A

10a. Business Address (No., street, apt./ste. no.)

N/A

10b. City

N/A

10c. State

N/A

10d. Zip + 4

N/A

10e. Business Telephone Number (Include area code)

N/A

11. Type of Business

N/A

12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)

N/A

13. If a CORPORATION, Give Names and Addresses of Its Officers

N/A

14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.

N/A

N/A

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties)

15. Signature of Agent/Notary Public

16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)



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## Track & Confirm

### Search Results

Label/Receipt Number: 7009 0080 0001 6089 3395  
Service(s): Certified Mail™  
Status: Delivered

Your item was delivered at 12:13 PM on June 28, 2010 in NEW YORK, NY 10010.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	A. Signature X  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name) Alex	C. Date of Delivery
1. Article Addressed to: YAOWEI YEO 353 3 <sup>RD</sup> AVENUE, STE. 246 NEW YORK, NY 10010	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (transfer from service label)	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
	7009 0080 0001 6089 3395	
PS Form 3811, February 2004	Domestic Return Receipt	102595-02-M-1540