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11 Attorneys for Plaintiff  
 12 MICROSOFT CORPORATION

13  
 14 IN THE UNITED STATES DISTRICT COURT  
 15 THE NORTHERN DISTRICT OF CALIFORNIA  
 16 SAN JOSE DIVISION

17 MICROSOFT CORPORATION,  
 18 Plaintiff,  
 19 v.  
 20 GAMEEST INTERNATIONAL NETWORK  
 SALES CO.; WEIWEI CHU; and DOES 1-20,  
 21 Defendants.

Case No. 5:17-cv-2883

**DECLARATION OF JEREMY  
 BECKLEY IN SUPPORT OF  
 MICROSOFT’S EX PARTE MOTION  
 FOR EXPEDITED DISCOVERY,  
 TEMPORARY RESTRAINING ORDER,  
 AND AUTHORIZATION FOR  
 ELECTRONIC SERVICE OF PROCESS**

Date:  
 Time:  
 Department:

1           **Qualifications of Declarant**

2           1.       I am a Senior Fraud Investigator at Microsoft Corporation (“Microsoft”) and I have  
3 been an investigator with Microsoft since July 2010. One of my areas of responsibility at  
4 Microsoft is the investigation of suspected fraud involving virtual gaming currencies and digital  
5 products. Prior to joining Microsoft, I was an investigative analyst at Securitas Security Services  
6 USA, Inc., a crime analyst for the City of Redmond, and a Criminal Intelligence Specialist and  
7 Management Analyst for the Washington State Patrol.

8           **Personal Knowledge**

9           2.       I am the lead investigator for Microsoft’s investigation of the Defendants in this  
10 action. I am a custodian of the documents Microsoft prepared in support of this investigation.  
11 This declaration is based on my personal knowledge, on reports provided to me by other  
12 investigators hired by Microsoft and operating under my supervision and control, and on my  
13 review of records maintained by Microsoft in the ordinary course of business.

14           **Summary of Defendants’ Enterprise**

15           3.       As described in detail below, Defendants are unlawfully trafficking in hijacked  
16 Microsoft Accounts (“MSAs”), together with fraudulently obtained virtual gaming currencies, for  
17 the Xbox video game console. Based on all available information, including the 163.com email  
18 addresses being used in connection with the test purchase transactions, I believe the Defendants  
19 are located in China.

20           **Defendants’ Use of Trademarks**

21           4.       Defendants use their website as a global internet sales platform for their fraudulent  
22 goods and prominently display numerous Microsoft trademarks in order to deceive customers to  
23 believe that the goods are legal, when they are not. Attached as **Exhibit 1** are true and correct  
24 copies of screenshots of Defendants’ use of Microsoft’s trademarks for Xbox, Xbox 360, and  
25 Xbox One.

26           **Microsoft’s Xbox Platform**

27           5.       Microsoft launched the Xbox video game console in 2001. It quickly became one  
28 of the most popular video game platforms in the world. Along with the original Xbox console

1 (sold from 2001 to 2009), Microsoft created and sold two updated generations: the Xbox 360 (sold  
2 from 2005 to 2016), and the Xbox One (launched in 2013). Users of any of these consoles can  
3 play a variety of games offered by Microsoft and third-party game developers. The most common  
4 way for an Xbox user to purchase Xbox games, whether developed by Microsoft or a third-party  
5 game developer, is on Microsoft.com, Microsoft's Windows 10 Store, or directly through the  
6 Xbox console.

7 6. In addition to selling the games themselves, Microsoft and third-party game  
8 developers obtain revenue by selling various forms of virtual currency, which allow users to enjoy  
9 their gaming experience with in-game upgrades or other enhancements. Xbox users' virtual  
10 gaming currencies are deposited in their MSA where they are available to purchase a wide array of  
11 items associated with their Xbox games. MSAs and their deposited virtual gaming currencies are  
12 personal to the user and their transfer or sale to third parties is not permitted.

13 **Microsoft's Test Purchases**

14 7. In late 2016, I became aware that Defendants, through the website igsky.com, were  
15 selling virtual gaming currencies for suspiciously low prices for the following popular Microsoft  
16 and third-party games, among others: ArcheAge, Black Desert, Blade and Soul, CSGO, Dofus,  
17 Dofus Touch, FIFA 14, FIFA 15, FIFA 16, FIFA 17, Forza Horizon 3, Grand Theft Auto V,  
18 Mabinogi, Madden NFL 17, Maple Story, MU Legend, MU Origin, NBA 2K17, NBA Live  
19 Mobile, NHL 17, Pokémon GO, Revelation Online, Riders of Icarus, Rocket League, SoulSaver,  
20 TERA, Tree of Savior, Trove, Twin Saga, and Wildstar.

21 8. I directed and supervised a Microsoft investigative team in conducting multiple test  
22 purchases from igsky.com. These test purchases were conducted over the internet by investigators  
23 in both California and Pennsylvania and involved MSAs located on computer systems in  
24 Washington. Specifically, from December 5, 2016, to January 19, 2017, Microsoft investigators  
25 made a series of six test purchases of MSAs paired with virtual gaming currencies.

26 9. As described in greater detail below, on each occasion, Defendants sold Microsoft  
27 investigators access to hijacked MSAs paired with virtual gaming currencies fraudulently  
28 purchased with the authorized MSA holders' credit cards.

1           10.     The payments for the six test purchases were all made to Defendant Gameest’s  
2 credit card merchant account at PayPal. I have reason to believe that the funds deposited to  
3 Defendants’ PayPal account are funneled to bank accounts under Defendants’ control in China.  
4 All of this was done without the knowledge or permission of Microsoft or the authorized MSA  
5 holders and with the intent to steal virtual gaming currencies for resale.

6           11.     **Test Purchase 1 (Hijacked MSA)**

7           a.     On December 5, 2016, Microsoft purchased from igsky.com an MSA with  
8 11,000 FIFA Points (“Account A”) and paid \$59.79 to Gameest through PayPal. The list price for  
9 12,000 FIFA Points (the closest available package) directly from Microsoft is \$99.99. The receipt  
10 for the transaction identified the entity receiving the payment as Defendant Gameest International  
11 Network Sales, Co. Ltd. (“Gameest”).

12           b.     Also on December 5, 2016, Microsoft received an email from  
13 help@gameest.com containing a new log-in and password information for Account A. That email  
14 indicated that the account was being delivered by Gameest. That email also provided the warning  
15 “In order to prevent account blocked [sic] please spend the points as soon as possible and do not  
16 use this account as your mainly [sic] account.”

17           c.     Account A was originally created on October 11, 2008, by the authorized  
18 user who is not identified here to protect the customer’s privacy. On December 5, 2016 (the same  
19 day as the test purchase), the authorized account holder’s credit card was used to purchase FIFA  
20 17 Deluxe Edition (which comes with 3000 FIFA Points) and FIFA 17 Super Deluxe Edition  
21 (which comes with 8000 FIFA Points) (“FIFA game bundles”), for a total price of \$127.54.

22           d.     On December 5, 2016, Account A was altered by removing the original  
23 email address used to register the account, changing the password, and connecting Account A to a  
24 new email address from the free Chinese email service 163.com. Based on the totality of the  
25 evidence, I believe this new email address is controlled by Defendants.

26           e.     On December 5, 2016, Microsoft customer service received a call from the  
27 authorized owner of Account A, indicating that he could no longer access his account and that  
28 someone had made unauthorized charges on his credit card. Microsoft suspended Account A,

1 refunded the purchases made on the credit card, and provided the authorized owner of Account A  
2 with a new MSA.

3 f. Microsoft identified six other MSAs with which Defendants attempted to  
4 make fraudulent purchases of FIFA Deluxe Edition and/or Xbox gift cards from Microsoft on  
5 December 4 and 5, 2016. Each attempted purchase originated from the same IP address  
6 Defendants used when making fraudulent purchase with Account A. Microsoft's anti-fraud  
7 systems detected and rejected these six attempted fraudulent purchases.

8 **12. Test Purchase 2 (Hijacked MSA)**

9 a. On December 5, 2016, Microsoft purchased from igsky.com an MSA with  
10 19,000 FIFA Points ("Account B") and paid \$85.55 to Gameest through PayPal. The list price for  
11 12,000 FIFA Points (the closest available package) directly from Microsoft is \$99.99. The receipt  
12 for the transaction identified the entity receiving the payment as Defendant Gameest International  
13 Network Sales, Co. Ltd. ("Gameest").

14 b. Also on December 5, 2016, Microsoft received an email from  
15 help@gameest.com containing a new log-in and password information for Account B. That email  
16 indicated that the account was being delivered by Gameest. That email also provided the warning  
17 "In order to prevent account blocked [sic] please spend the points as soon as possible and do not  
18 use this account as your mainly [sic] account."

19 c. Account B was originally created on August 11, 2013, by the authorized  
20 user who is not identified here to protect the customer's privacy. On November 27, 2016, the  
21 authorized account holder's credit card was used to purchase a \$100 Xbox gift card.

22 d. On December 4, 2016, Account B was altered by removing the original  
23 email address used to register the account, changing the password, and connecting Account B to a  
24 new email address from the free Chinese email service 163.com. Based on the totality of the  
25 evidence, I believe this new email address is controlled by Defendants.

26 e. Microsoft refunded the original purchase price to the authorized account  
27 holder.

28

1           13.     **Test Purchase 3 (Hijacked MSA)**

2           a.       On January 4, 2017, Microsoft purchased from igsky.com an MSA with  
3 19,000 FIFA Points (“Account C”) and paid \$94.99 to Gameest through PayPal. The list price for  
4 12,000 FIFA Points (the closest available package) directly from Microsoft is \$99.99. The receipt  
5 for the transaction identified the entity receiving the payment as Defendant Gameest International  
6 Network Sales, Co. Ltd. (“Gameest”).

7           b.       Also on January 4, 2017, Microsoft received an email from  
8 help@gameest.com containing a new log-in and password information for Account C. That email  
9 indicated that the account was being delivered by Gameest. That email also provided the warning  
10 “In order to prevent account blocked [sic] please spend the points as soon as possible and do not  
11 use this account as your mainly [sic] account.”

12           c.       Account C was originally created on March 5, 2007, by the authorized user  
13 who is not identified here to protect the customer’s privacy. On January 4, 2017 (the same day as  
14 Microsoft’s test purchase), the authorized account holder’s credit card used to purchase FIFA 16  
15 Super Deluxe Edition (which comes with 8000 FIFA Points), FIFA 17 Deluxe Edition (which  
16 comes with 3000 FIFA Points) and FIFA 17 Super Deluxe Edition (which comes with 8000 FIFA  
17 Points) (“FIFA game bundles”), for a total price of \$187.24.

18           d.       On January 4, 2017, Account C was altered by removing the original email  
19 address used to register the account, changing the password, and connecting Account A to a new  
20 email address from the free Chinese email service 163.com. Based on the totality of the evidence,  
21 I believe this new email address is controlled by Defendants.

22           e.       Microsoft customer service was contacted by the owner of Account C,  
23 indicating that he or she could no longer access his account and that someone had made  
24 unauthorized charges on his or her credit card. Microsoft refunded the purchases made on the  
25 credit card.

26           14.     **Test Purchase 4 (Hijacked MSA)**

27           a.       On January 5, 2017, Microsoft purchased from igsky.com an MSA with  
28 19,000 FIFA Points (“Account D”) and paid \$84.99 to Gameest through PayPal. The list price for

1 12,000 FIFA Points (the closest available package) directly from Microsoft is \$99.99. The receipt  
2 for the transaction identified the entity receiving the payment as Defendant Gameest International  
3 Network Sales, Co. Ltd. (“Gameest”).

4 b. Also on January 5, 2017, Microsoft received an email from  
5 help@gameest.com containing a new log-in and password information for Account D. That email  
6 indicated that the account was being delivered by Gameest. That email also provided the warning  
7 “In order to prevent account blocked [sic] please spend the points as soon as possible and do not  
8 use this account as your mainly [sic] account.”

9 c. Account D was originally created on January 3, 2012, by the authorized  
10 user who is not identified here to protect the customer’s privacy. On January 5, 2017 (the same  
11 day as the test purchase), the authorized account holder’s credit card was used to purchase FIFA  
12 16 Super Deluxe Edition (which comes with 8000 FIFA Points), FIFA 17 Deluxe Edition (which  
13 comes with 3000 FIFA Points) and FIFA 17 Super Deluxe Edition (which comes with 8000 FIFA  
14 Points) (“FIFA game bundles”), for a total price of \$194.35.

15 d. On January 6, 2017, Account D was altered by removing the original email  
16 address used to register the account, changing the password, and connecting Account A to a new  
17 email address from the free Chinese email service 163.com. Based on the totality of the evidence,  
18 I believe this new email address is controlled by Defendants.

19 **15. Test Purchase 5 (Hijacked MSA)**

20 a. On January 6, 2017, Microsoft purchased from igsky.com an MSA with  
21 19,000 FIFA Points (“Account E”) and paid \$78.19 to Gameest through PayPal. The list price for  
22 12,000 FIFA Points (the closest available package) directly from Microsoft is \$99.99. The receipt  
23 for the transaction identified the entity receiving the payment as Defendant Gameest International  
24 Network Sales, Co. Ltd. (“Gameest”).

25 b. Also on January 6, 2017, Microsoft received an email from  
26 help@gameest.com containing a new log-in and password information for Account E. That email  
27 indicated that the account was being delivered by Gameest. That email also provided the warning  
28

1 “In order to prevent account blocked [sic] please spend the points as soon as possible and do not  
2 use this account as your mainly [sic] account.”

3 c. Account E was originally created on June 3, 2008, by the authorized user  
4 who is not identified here to protect the customer’s privacy. On January 6, 2017 (the same day as  
5 the test purchase), the authorized account holder’s credit card was used to purchase FIFA 16 Super  
6 Deluxe Edition (which comes with 8000 FIFA Points) , FIFA 17 Deluxe Edition (which comes  
7 with 3000 FIFA Points) and FIFA 17 Super Deluxe Edition (which comes with 8000 FIFA Points)  
8 (“FIFA game bundles”), for a total of \$217.98.

9 d. On January 6, 2017, Account E was altered by removing the original email  
10 address used to register the account, changing the password, and connecting Account E to a new  
11 email address from the free Chinese email service 163.com. Based on the totality of the evidence,  
12 I believe this new email address is controlled by Defendants.

13 e. On January 6, 2017, Microsoft customer service was contacted by the  
14 owner of Account E, indicating that he or she could no longer access his or her account and that  
15 someone had made unauthorized charges on his or her credit card. On February 9, 2017,  
16 Microsoft refunded the January 6, 2017 purchases of FIFA 16 Super Deluxe Edition, FIFA 17  
17 Deluxe Edition, and FIFA 17 Super Deluxe Edition.

18 **16. Test Purchase 6 (Hijacked MSA)**

19 a. On January 19, 2017, Microsoft purchased from igsky.com an MSA with  
20 11,000 FIFA Points (“Account F”) and paid \$50.19 to Gameest through PayPal. The list price for  
21 12,000 FIFA Points (the closest available package) directly from Microsoft is \$99.99. The receipt  
22 for the transaction identified the entity receiving the payment as Defendant Gameest International  
23 Network Sales, Co. Ltd. (“Gameest”).

24 b. Also on January 19, 2017, Microsoft received an email from  
25 help@gameest.com containing a new log-in and password information for Account F. That email  
26 indicated that the account was being delivered by Gameest. That email also provided the warning  
27 “In order to prevent account blocked [sic] please spend the points as soon as possible and do not  
28 use this account as your mainly [sic] account.”



1 c. Account F was originally created on July 26, 2008 by the authorized user  
2 who is not identified here to protect the customer's privacy. On January 19, 2017 (the day of the  
3 test purchase), the authorized account holder's credit card was used to purchase FIFA 17 Deluxe  
4 Edition (which comes with 3000 FIFA Points) and FIFA 17 Super Deluxe Edition (which comes  
5 with 8000 FIFA Points) ("FIFA game bundles"), for a total of \$179.98.

6 d. On January 19, 2017, Account F was altered by removing the original email  
7 address used to register the account, changing the password, and connecting Account F to a new  
8 email address from the free Chinese email service 163.com. Based on the totality of the evidence,  
9 I believe this new email address is controlled by Defendants.

10 e. On January 19, 2017, Microsoft customer service received a call from the  
11 owner of Account F, indicating that he could no longer access his account and that someone had  
12 made unauthorized charges on his credit card. On January 27, 2017, Microsoft refunded the  
13 January 19, 2017 purchases made on the credit card.

14 17. Microsoft's test purchases from igsky.com demonstrate that Defendants are  
15 engaging in a systematic pattern and practice of unlawfully obtaining MSA credentials, using  
16 those credentials to fraudulently gain access to MSAs and the authorized MSA holders' linked  
17 credit cards, changing the credentials in order to hijack the MSAs, and then unlawfully purchasing  
18 virtual gaming currencies with the authorized MSA holders' linked credit cards.

19 18. As part of the "Microsoft Runs on Trust" commitment to its customers to provide a  
20 safer digital world, Microsoft has developed highly sophisticated fraud detection systems. In this  
21 case, these systems have successfully detected and prevented tens of thousands of attempts by  
22 Defendants to gain unauthorized access to MSAs in order to purchase virtual gaming currencies  
23 with the authorized MSA holders' credit cards or with stolen credit cards. However, despite these  
24 efforts, because Defendants unlawfully obtained account credentials previously compromised  
25 outside of Microsoft's systems and used those credentials to gain access to the MSAs, Defendants  
26 were able to complete over \$2 million in fraudulent purchases of virtual gaming currencies.  
27 Microsoft has issued customer refunds or has received chargebacks from the credit card issuing  
28 banks for all of these unauthorized and fraudulent purchases.

1           **Expedited Discovery**

2           19.       Based upon all information publicly available, Microsoft has made good faith,  
3 diligent efforts to identify the persons and/or entities responsible for the sales on igsky.com.  
4 Through the domain registrations and other references on the Websites, we have identified  
5 affiliations between Defendants Gameest and Weiwei Chu (“Chu”) in connection with igsky.com.  
6 However, it is impossible for Microsoft to determine the specific relationships between the parties  
7 and other parties yet to be identified (the Doe Defendants) using traditional investigative avenues,  
8 because Defendants have gone to great lengths to hide their identities through the use of private  
9 domain registrars and limiting the information they provide about themselves on the Websites.  
10 Without expedited discovery, Microsoft is unlikely to be able to identify the Doe Defendants, to  
11 determine the precise affiliation between the named Defendants along with their locations, and to  
12 locate the proceeds of the Defendants’ illegal scheme before they are removed from the  
13 jurisdiction of the Court by the Defendants.

14           **Importance of Ex Parte Temporary Restraining Order**

15           20.       The Defendants’ business model centers on fraudulently obtaining virtual gaming  
16 currencies and digital products from Microsoft under false pretenses, and selling these products to  
17 consumers around the world, including in the United States. The Defendants have effectively used  
18 the Internet and false business addresses to conceal their identities and the ownership and control  
19 of the various websites. In my significant experience investigating fraudulent activity against  
20 Microsoft and others, companies and individuals selling unlawful products are difficult, if not  
21 impossible, to find and frequently shut down websites discovered by Microsoft only to reopen  
22 under different domain names. When discovered, they frequently move their money, destroy any  
23 incriminating records, and set up shop under different domain names. As a result, the only means  
24 by which Microsoft can be assured of any meaningful opportunity to recover monetary damages  
25 from Defendants is if the Court restrains transfer of their ill-gotten gains pending the adjudication  
26 of this case and does so without advance notice to Defendants

1           **Service of Process by Registered Electronic Mail**

2           21.       As described above, Microsoft has conducted a diligent investigation into the  
3 named Defendants and has been unable to locate a valid physical address for any Defendant.  
4 Microsoft has identified the following email addresses currently being used and controlled by  
5 Defendants at which Microsoft investigators have previously contacted Defendants and/or which  
6 are listed on various publicly available websites as follows:

7                   a.       paypal@gameest.com: This email address appears in the PayPal transaction  
8 statements received by Microsoft investigators in their test purchases from iGSKY.

9                   b.       sell@gameest.org: This email address is listed as the contact information  
10 for gameim.com and igsale.com, additional websites registered by Chu.

11                   c.       gameim@qq.com: This email address was used to register the domain name  
12 OGXZ.com, which was also registered by Chu.

13                   d.       buygamegold@yahoo.com: This email address is listed as the contact  
14 information for gameim.com, another website registered by Chu.

15                   e.       help@gameest.com: This email address was used to deliver log-in and  
16 password information for the accounts purchased by Microsoft investigators.

17                   f.       help@igsky.com: This email address was used to register the domain name  
18 igsky.com.

19                   g.       group3p@hotmail.com: This email address was used to register the domain  
20 names gameim.com, jdsgogo.com, and igsale.com, which were also registered by Chu.

21                   h.       gameest.com@gmail.com: This email address is listed as the contact email  
22 on gameest.com.

23                   i.       supper@gameest.com: This email address was used to register the domain  
24 name gameest.com.

25 Accordingly, I believe that Defendants are very likely to receive actual notice of this case if they  
26 are served at via email at these email addresses.

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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 19<sup>th</sup> day of May, 2017, in Redmond, Washington.



Jeremy Beckley