

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BMADDOX ENTERPRISES LLC,

Plaintiff,

v.

MILAD OSKOUIE, OSKO M LTD, and
PLATINUM AVENUE HOLDINGS PTY, LTD,

Defendants.

Case No. 1:17-cv-01889-RA

**DECLARATION OF MILAD
OSKOUIE IN SUPPORT OF
DEFENDANTS' MOTION TO
DISSOLVE OR MODIFY THE *EX*
PARTE ASSET RESTRAINING
ORDER**

MILAD OSKOUIE and PLATINUM AVENUE
HOLDINGS PTY, LTD,

Counterclaimants,

v.

BMADDOX ENTERPRISES LLC and
BRANDON MADDOX,

Counterdefendants.

I, Milad Oskouie, declare under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. I am over 18 years of age and make this Declaration based upon personal knowledge of the facts set forth below. If called upon to testify, I could and would testify competently as to the matters set forth herein

2. I am a Director of Osko M Ltd (“OML”) and a Director of Platinum Avenue Holdings Pty, Ltd. (“Platinum,” collectively with Mr. Oskouie and OML, “Defendants”).

Together we are the defendants in this action I make this declaration upon personal knowledge

and/or the business records of OML and Platinum.

3. Platinum operates a website at <FFLTrust.com> which sell educational materials for securing FFLs or federal firearms licenses (“Platinum’s Website”).

4. Platinum used PayPal and Stripe to process customer payments for Platinum’s Website, and maintained separate business accounts with each service for that purpose.

5. At the present, Platinum only uses Stripe to process payments for Platinum’s Website. Platinum’s Stripe account has been locked and it can no longer access or transfer monies from that account.

6. Prior to starting Platinum, from 2013 until early 2015, I was involved with another web property, <infiniteconversions.com>, which was run by Infinite Conversions Pty Ltd (“Infinite Conversions”). Infinite Conversions was an Internet marketing firm which specialized in conversion rate optimization (“CRO”), focusing on third party website design and content variations to determine which layouts, copy, offers and images perform best.

7. I used PayPal to process customer payments for Infinite Conversions, and maintained a separate PayPal business account for that purpose.

8. I have also been involved with another web property <TheUniTutor.com> (“The UniTutor”) which is currently run by Osko M Ltd., starting in 2012.

9. OML used PayPal and Stripe to process customer payments for <TheUniTutor.com>, and maintained separate business accounts for that purpose.

10. At the present, OML only uses PayPal to process payments for <TheUniTutor.com>. Upon information and belief, Plaintiff has requested that this account be locked and such that OML can no longer access or transfer monies from that account.

11. Upon information and belief, armed with the Asset Restraining Order, on or around

June 5, 2017, BME's counsel sent subpoenas to, *inter alia*, PayPal and Stripe, Defendants' payment processors.

12. Upon information and belief, PayPal and Stripe responded to BME's counsel, providing information about all Defendants' accounts, including accounts for The UniTutor and Infinite Conversions and Mr. Oskouie's separate personal accounts with PayPal that had nothing to do with collecting customer payments from FFLTrust.com. *See* Exhibit A. In response, PayPal and Stripe froze all of Defendants' accounts, even those related to TheUniTutor.com website.

13. My counsel has provided me with copies of PayPal and Stripe's responses to subpoenas. Collectively attached hereto as **Exhibit A** are redacted portions of PayPal's response to BME's subpoena forwarded to me by counsel.

14. PayPal and Stripe's responses also included a transaction register which demonstrates that the UniTutor accounts collected no customer payments from FFLTrust.com. Because of the confidential nature of the transaction register, I do not attach them here, but remain willing to present them to the Court *in camera* for review.

15. At all relevant times, Defendant OML contracted with Symantec Corporation to offer Symantec's Norton Shopping Guarantee™ service to customers on TheUniTutor.com. Norton Shopping Guarantee benefits include, *inter alia*, \$1,000 in purchase insurance for sales on TheUniTutor.com. *See* <nortonshoppingguarantee.com>.

16. On or about June 8, 2017, BME's counsel forwarded the Asset Restraining Order to Symantec to take down OML's Norton Shopping Guarantee™ service. *See* **Exhibit B**.

17. On or about August 4, 2017, BME's counsel forwarded the Asset Restraining Order to BlueHost, the domain registrar for <TheUniTutor.com> *only*, to place a registrar lock on <TheUniTutor.com>. *See* **Exhibit C**. In response, BlueHost locked the domain name

<TheUniTutor.com>, preventing any transfers or modification to same.

18. Upon information and belief, BME's counsel has continued to send the Asset Restraining Order to Defendants' various financial institutions—without regard to the fact that Defendants' other business divisions, like TheUniTutor.com, obviously have accounts and/or assets in Defendants' names.

19. BME's use of the Asset Restraining Order to restrain unrelated assets, as well as the order's general restriction on Defendants transferring *any money* is having a serious negative impact on Defendants' (especially the my own) ability to function on a day-to-day basis.

20. As a threshold matter, Defendants did not obfuscate their identity, nor move assets out of any account but for legitimate business purposes.

21. Plaintiff's claims of non-responsiveness to Plaintiff's allegations as being an indication that Defendants are "above the law" are false.

22. Defendants hired two law firms in Australia to counteract Plaintiff's specious claims of infringement, and engaged in discourse denying same for over a year.

23. Defendant Platinum's attempt to get a US-based payment processor ("PAI") undermines Plaintiff's argument that Defendants are trying to evade US enforcement.

24. Furthermore, the use of WHOIS privacy services is not indicative of an attempt to hide—Plaintiff's principal, Counterdefendant Brandon Maddox, uses WHOIS privacy services on <MiladOskouie.com> and <AustralianHacker.com>.

25. In this case, a continuation of the Asset Restraining Order would virtually put the Defendant entities out of business and me, out of house and home.

26. If the case were ultimately resolved in Defendants' favor, it would probably be too late to resurrect not only FFLTrust.com, but also TheUniTutor.com—a division of OML that

has no relationship to the instant dispute.

27. Defendants' monthly personal and business expenses include:

- a. £2000 on rent
- b. £300-400 on utilities.
- c. £300 or so on food.
- d. £3400 a month on SEO for TheUniTutor.com.
- e. £500 on other marketing for TheUniTutor.com
- f. £1000 on other business expenses
- g. £2000 on general travel and entertainment expenses
- h. in addition to their legal bills in this matter.

28. Defendants have no ability to pay for these expenses under the Asset Restraining Order. The asset freeze continues to make it difficult for Defendants to meet their ordinary financial obligations, and if not dissolved, will continue to do so *for months, if not over a year*.

29. On or about August 9, 2017, my personal bank accounts were locked, presumably by virtue of BME's use of the Asset Restraining Order.

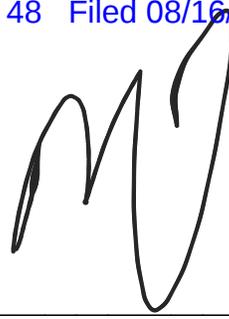
30. Thus, the "little to no risk" that Plaintiff proposed in its request is present and real for Defendants.

31. This financial terrorization of Mr. Oskouie and his family is ultimately the result BME and Brandon Maddox want, as evidenced by yet *another* harassing, defamatory letter sent to Mr. Oskouie's parents on July 21, 2017: "[Ms.] Amini, I noticed you are a very caring mother. You co-signed each of your son's bank accounts. I also see you are the co-owner of the home you are living in currently. . .Milad is living the highlife, unemployed lawyer in London living off what he stole from me." *See Exhibit D.*

32. Defendants will gladly provide the Court with assurances that they have not and do not intend to hide assets or transfer them fraudulently.

33. I respectfully request that defendants' motion be granted.

DATED: August 16, 2017

A handwritten signature in black ink, consisting of a stylized 'M' followed by a large, sweeping loop that ends in a small hook.

MILAD OSKOUIE