UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

KITSCH LLC, a Delaware limited liability company, Plaintiff, **v.** THE PARTNERSHIPS AND UNINCORPORATED CORPORATIONS IDENTIFIED ON SCHEDULE "A", Defendant.	Case No. 1:25-cv-23374 Judge Jacqueline Becerra

PLAINTIFF'S *EX PARTE* MOTION FOR ENTRY OF A TEMPORARY RESTRAINING ORDER

Plaintiff Kitsch LLC ("Plaintiff" or "Kitsch"), by and through its undersigned counsel, respectfully moves this Court for the entry of an *ex parte* Temporary Restraining Order ("TRO"), including a temporary injunction against Defendants enjoining the manufacture, distribution, offering for sale, and sale of counterfeit products, a temporary asset restraint, and expedited discovery in this action. In support of this Motion, Plaintiff states as follows:

I. INTRODUCTION

Kitsch brings this action to address Defendants' willful and egregious infringement of Plaintiff's federally registered copyright, Registration No. VA 2-379-721 (the "Kitsch Copyright"), and their false association under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a). Defendants operate e-commerce storefronts designed to mislead consumers into purchasing counterfeit goods by unlawfully reproducing Plaintiff's copyrighted images and falsely associating themselves with Kitsch's brand. These Defendants are foreign actors who create interactive seller aliases on Amazon.com through which they reach out to U.S. residents, including residents of this state and District, to sell counterfeit products (the "Infringing Products"). These seller aliases share unique identifiers which indicate that there is a relationship between them. More troubling, however, is the fact that Defendants take steps to conceal their identities to (1) avoid liability for their infringement and (2) conceal their connections to each other. In particular, Defendants frequently use fake addresses in connection with their seller aliases, making them nearly impossible to locate and stop other than by pursuing action against their seller aliases. As a result, Plaintiff is left with no choice but to seek recourse through this action.

Absent entry of a TRO, Plaintiff will continue to suffer immediate and irreparable harm, including loss of goodwill, reputational damage, and the dilution of its intellectual property rights. Plaintiff seeks immediate relief to preserve the status quo and prevent further harm pending a final resolution of this action. Defendants' ongoing unlawful activities should be restrained, and Plaintiff respectfully requests that this Court issue *ex parte* a Temporary Restraining Order.

II. STATEMENT OF FACTS

A. The Kitsch Heatless Curl

Kitsch is a leading accessories manufacturer with a diverse product lineup, including hair ties, headbands, barrettes, hair curlers, jewelry, towels, and other fashion accessories. (Declaration of Jeremy Thurswell ("Thurswell Decl.") ¶ 4.) Kitsch products are available in over 2,000 brick and mortar locations worldwide as well as online. (*Id*.) One of Kitsch's most popular products is its heatless hair curler, which is shown below:

The image shown above is one of Kitsch's key advertising images for its heatless hair curler. As such, Kitsch has obtained Copyright Registration No. VA 2-379-721, which protects this photograph of the heatless hair curler. (*See* Exhibit 1.)

The Kitsch heatless hair curler is well established on Amazon and other retail platforms, receiving high ratings and positive customer feedback. (Thurswell Decl. ¶ 7.) Kitsch has generated significant revenue from sales of its products through online retailers such as Amazon and brick-and-mortar outlets. (*Id.* ¶ 10.) The success of this product has also enhanced Kitsch's reputation and goodwill.

B. Defendants' Infringing Activities

The success of the Kitsch heatless hair curler has resulted in widespread copyright infringement. (Thurswell Decl. ¶ 14.) Consequently, Kitsch actively monitors Amazon.com for infringing products. (*Id.* ¶ 15.) Through this monitoring, Kitsch has identified numerous fully interactive e-commerce storefronts, including those operated by Defendants, which import, advertise, and sell unauthorized reproductions of the copyrighted Kitsch heatless hair curler photograph to consumers in this Judicial District and across the United States. (*Id.* ¶ 16; *see* Thurswell Decl. Exhibit 2.) Screenshots of these infringing product listings are shown in Exhibit 2 to the Thurswell Declaration.

Defendants have countless ways to present their products, yet they intentionally replicated Kitsch's copyrighted photograph, reinforcing their deliberate and calculated infringement. These infringing listings exhibit consistent patterns, including similar stylistic elements, descriptions, and product images, all of which demonstrate a coordinated effort among Defendants to mislead consumers into believing their products are associated with Kitsch. (*See* Thurswell Decl. Exhibit 2.) These irregularities indicate that Defendants share common sources and are likely interrelated.

Absent entry of a TRO, Plaintiff will continue to suffer immediate and irreparable harm, including loss of goodwill, reputational damage, and the dilution of its intellectual property rights. Plaintiff seeks immediate relief to preserve the status quo and prevent further harm pending a final resolution of this action. Defendants' ongoing unlawful activities should be restrained, and Plaintiff respectfully requests that this Court issue *ex parte* a Temporary Restraining Order.

III. ARGUMENT

Defendants' purposeful, intentional, and unlawful conduct is causing and will continue to cause irreparable harm to Kitsch's reputation. Under Rule 65(b) of the Federal Rules of Civil Procedure, this Court may issue an *ex parte* TRO where "immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition." Here, that standard is met. More specifically, the entry of a TRO is necessary in order to immediately stop Defendants from benefiting from their wrongful use of the Kitsch Copyright and their creation of a false association with Kitsch, and to preserve the status quo until a hearing can be held. Indeed, without the entry of an *ex parte* TRO, Defendants can and likely will register new e-commerce stores under new aliases and move the assets they have already wrongfully obtained through their infringement to offshore bank accounts outside the jurisdiction of this Court. (*See* Declaration of Mark A. Cantor (the "Cantor Declaration") at ¶¶ 5–11.) It should be noted that this problem is so pervasive that Courts have specifically recognized the need for an *ex parte* TRO in these circumstances. *See, e.g., Sugift, Inc. v. Individuals, Partnerships, & Unincorporated Associations Identified on Schedule "A"*, No. 23-61600-CIV, 2023 WL 11916148, at *3 (S.D. Fla. Oct. 13, 2023) (accepting plaintiff's contention that "[t]here is good cause to believe if Plaintiff proceeds on notice to Defendants on this Application for Temporary Restraining Order, Defendants can easily and quickly change the ownership or modify domain registration, e-commerce store, photo album, and private messaging account data and content, change payment accounts, redirect consumer traffic to other seller identification names, private messaging accounts, and domain names, and transfer assets and ownership of the Seller Storefronts, thereby thwarting Plaintiff's ability to obtain meaningful relief"). As such, Kitsch respectfully requests that this Court issue the requested *ex parte* TRO.

A. Legal Standard Governing Requests for a Temporary Restraining Order

To obtain a TRO, the movant must show: "(1) a substantial likelihood of success on the merits; (2) that irreparable injury will be suffered if the relief is not granted; (3) that the threatened injury outweighs the harm the relief would inflict on the non-movant; and (4) that entry of the relief would serve the public interest." *Schiavo ex rel. Schindler v. Schiavo*, 403 F.3d 1223, 1225–26 (11th Cir. 2005); *see also Levi Strauss & Co. v. Sunrise Int'l. Trading Co.*, 51 F.3d 982, 985 (11th Cir. 1995). In addition, pursuant to this Court's July 29, 2025 Order, the movant must show personal jurisdiction over each Defendant. (ECF 6.)

B. Jurisdiction

As an initial matter, there is no question that this Court has subject matter jurisdiction over the claims, as they arise under the provisions of the Copyright Act, 17 U.S.C. § 101 *et seq.*, and the Lanham Act, 15 U.S.C. § 1051 *et seq.*, pursuant to 28 U.S.C. §§ 1338(a) and 1331. The Court further has personal jurisdiction over the Defendants as they are foreign entities that are not subject to jurisdiction in any state and exercising jurisdiction is consistent with the U.S. Constitution and laws. *See* Fed. R. Civ. P. 4(k)(2); *see also Louis Vuitton Malletier, S.A. v. Mosseri*, 736 F.3d 1339, 1354-55 (11th Cir. 2013) (personal jurisdiction proper because infringing goods were listed on a website accessible in Florida, and the infringing goods were sold to Florida customers through the website). Finally, venue is also proper in this District pursuant to 28 U.S.C. § 1391 because Defendants directly target business activities toward consumers in the United States, including Florida, through at least the fully interactive internet listings of the seller aliases. Defendants have done this by setting up and operating e-commerce stores that target U.S. consumers and through which Florida residents can purchase Infringing Products. *Id.*

C. Kitsch Will Likely Succeed on the Merits of Its Claims

1. Kitsch Will Likely Succeed on the Merits of Copyright Infringement

To establish copyright infringement, Plaintiff must prove: (1) ownership of a valid copyright and (2) copying of original elements of the work. *Feist Publications, Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340, 349 (1991). Plaintiff has demonstrated ownership of a valid copyright by submitting Copyright Registration No. VA 2-379-721, which protects the original photograph of its heatless hair curler. (*See* Thurswell Decl. at Exhibit 1). This registration serves as prima facie evidence of the validity and ownership of Plaintiff's copyright. 17 U.S.C. § 410(c). *See Roberts v. Gordy*, 877 F.3d 1024, 1028 (11th Cir. 2017) ("a copyright registration provides prima facie evidence of ownership"); *Kernel Recs. Oy v. Mosley*, 694 F.3d 1294, 1302 (11th Cir. 2012) ("A certificate of registration serves as prima facie evidence of copyright validity") (citing 17 U.S.C. § 410(c)).

"Because it is almost impossible to produce direct evidence of copying, the courts have developed a two-prong test by which a court may infer copying: the plaintiff must show (1) that defendant had access to the copyrighted work and (2) that the defendant's product is substantially similar to plaintiff's." *Simmons v. W. Pub. Co.*, 834 F. Supp. 393, 395 (N.D. Ga. 1993) (citing *Ferguson v. Nat'l Broadcasting Co., Inc.*, 584 F.2d 111, 113 (5th Cir. 1978)). *See also Peter Letterese and Assocs., Inc. v. World Inst. of Scientology Enters.*, 533 F.3d 1287, 1301 (11th Cir. 2008). Here, Defendants are willfully offering for sale and displaying unauthorized reproductions of Plaintiff's copyrighted image. (*See* Thurswell Decl. at Exhibit 2.) In particular, and as shown in Exhibit 3 to the Thurswell declaration, the Defendants' images contain the same objects arranged in substantially the same way. As there are myriad other ways to arrange these documents, there is simply no reason for Defendants to have used these specific images unless they intended to infringe Kitsch's copyrights. Put another way, Defendants' use of near-identical copies of

Plaintiff's copyrighted work to advertise a product that is identical to Kitsch's, leading to a strong inference of copying. *Ty, Inc. v. GMA Accessories, Inc.*, 132 F.3d 1167, 1170 (7th Cir. 1997). Courts in this District have consistently granted injunctive relief for copyright violations in this situation. *See Dail v. Individuals, Partnerships, & Unincorporated Associations Identified on Schedule "A"*, No. 1:23-CV-21298, 2023 WL 9472275, at *3 (S.D. Fla. Apr. 28, 2023) (copyright case granting TRO including temporary asset restraint)*; G&S Prints Pte. Ltd. v. Individuals, Partnerships & Unincorporated Associations Identified on Schedule "A"*, No. 24-CV-20573-RAR, 2024 WL 4481210, at *3 (S.D. Fla. Feb. 26, 2024) (same).

Plaintiff has not licensed or authorized Defendants to use its copyrighted work. Defendants' unauthorized reproduction, distribution, and display of the copyrighted photograph constitute infringement under 17 U.S.C. §§ 106 and 501. Plaintiff is therefore likely to succeed on the merits of its copyright infringement claim.

2. There Is No Adequate Remedy at Law, and Kitsch Will Suffer Irreparable Harm in the Absence of Preliminary and Emergency Relief.

Kitsch is entitled to a presumption of irreparable harm for simple copyright infringement. *See XYZ Corp. v. Individuals, Partnerships, & Unincorporated Associations Identified on Schedule "A"*, 668 F. Supp. 3d 1268, 1275 (S.D. Fla. 2023) ("[i]n copyright cases, irreparable harm is presumed on a showing of a reasonable likelihood of success on the merits.") (citing Arista Records, Inc. v. Beker Enterprises, Inc., 298 F.Supp.2d 1310, 1314 (S.D. Fla. 2003) and *Micro Star v. Formgen, Inc.*, 154 F.3d 1107, 1109 (9th Cir. 1998)).

But even absent this presumption, Kitsch can show that it will suffer irreparable harm absent a temporary restraining order. In particular, Defendants' unauthorized use of the Kitsch Copyright has irreparably harmed, and continues to irreparably harm, Kitsch through diminished goodwill and brand confidence, damage to Kitsch's business reputation, loss of exclusivity, and loss of future sales. (Thurswell Decl. ¶¶ 26-28.) Kitsch has invested substantial time, money, and effort creating and promoting the Kitsch heatless hair curler. (*Id.* ¶ 12.) The extent of the harm to Kitsch's business reputation and goodwill in the market, and the possible diversion of customers away from Kitsch due to loss of confidence in Kitsch's brand, is irreparable and incalculable. (*Id.* ¶ 29.) Such harm, therefore, warrants an immediate halt to Defendants' infringing activities through injunctive relief. *See C.B. Fleet Co. v. Unico Holdings, Inc.*, 510 F. Supp. 2d 1078, 1083 (S.D. Fla. 2007) (loss of market share, reputation, goodwill and integrity of its copyrighted materials constituted irreparable harm). Kitsch will suffer immediate and irreparable injury, loss, and damage if an *ex parte* Temporary Restraining Order is not issued in accordance with Federal Rule of Civil Procedure 65(b)(1). (Thurswell Decl. at ¶¶ 25-29.)

3. The Balance of Harms Weighs in Kitsch's Favor

The balance of harms also favors entry of a temporary restraining order. Where, as here, the plaintiff stands to suffer significantly if a preliminary injunction is not entered due to lost control of its reputation and goodwill, the balance of harms weighs in favor of awarding injunctive relief. *See*, e.g., *XYZ Corp.*, 668 F. Supp. 3d at 1276 ("Plaintiff faces hardship from loss of sales and his inability to control his reputation in the marketplace. By contrast, Defendants face no hardship if they are prohibited from the infringement of Plaintiff's copyrights and patents which are illegal acts."); *Johnson v. Mauricette*, No. 8:21-CV-2010-VMC-SPF, 2021 WL 6205928, at *2 (M.D. Fla. Dec. 9, 2021), report and recommendation adopted at 2022 WL 19682 (M.D. Fla. Jan. 3, 2022) ("The potential harm to Defendant in restraining the allegedly infringing activities if a preliminary injunction is issued is far outweighed by the potential harm to Plaintiff, his reputation and goodwill, if such relief is not issued.").

Defendants have been profiting and continue to profit from the sale of Defendants' Infringing Products. (Thurswell Decl. ¶ 24.) In so doing, Defendants have effectively eliminated the exclusivity that Kitsch is entitled to under the Copyright Act. (*Id.* ¶ 12.) Thus, the balance of hardships tips decisively in Kitsch's favor here. As such, equity requires that Defendants be ordered to cease their unlawful conduct.

4. The Public Interest Is Served by Entry of an Injunction.

Finally, the Court must consider whether entry of a temporary restraining order will harm the public interest. Here, Defendants are infringing Kitsch's copyrights. Indeed, courts in this District have repeatedly held that there is a strong public interest in preventing infringement of intellectual property rights, including copyrights. *XYZ Corp*, 668 F. Supp. 3d at 1276 ("the public interest supports the issuance of a permanent injunction against Defendants to prevent consumers from being misled by Defendants' unauthorized sale of products utilizing Plaintiff's IP Rights"); *Chanel, Inc. v. besumart.com*, 240 F. Supp. 3d 1283, 1291 (S.D. Fla. 2016) ("[A]n injunction to enjoin infringing behavior serves the public interest in protecting consumers from such behavior."). There is no contravening public interest, however, in allowing the Defendants in this case to sell infringing hair towels. As such, this factor weighs in favor of entry of temporary restraining order.

D. THE EQUITABLE RELIEF SOUGHT IS APPROPRIATE

The Copyright Act expressly authorizes courts to issue injunctive relief: "Any court having jurisdiction of a civil action arising under this title may . . . grant temporary and final injunctions on such terms as it may deem reasonable to prevent or restrain infringement of a copyright." 17 U.S.C. § 502(a).

1. Temporary Restraining Order Immediately Enjoining Defendants' Unauthorized and Unlawful Use of The Kitsch Copyright Is Necessary and Appropriate Here.

Kitsch requests a temporary injunction requiring Defendants to immediately cease all manufacture, use, offering for sale, sale, and importation of products embodying the Kitsch Copyright. Such relief is necessary to stop the ongoing harm to Kitsch and to the goodwill that consumers associate with Kitsch's heatless hair curler, and to prevent Defendants from continuing to profit from their infringement and their creation of a false association with Kitsch. The need for *ex parte* relief in infringement cases is magnified in today's global economy where infringers can operate anonymously over the Internet. *See, e.g., XYZ Corp.*, 668 F. Supp. 3d at 1276 (finding entry of an injunction appropriate where "Defendants have created an Internet-based infringement scheme in which they are profiting from their deliberate misappropriation of Plaintiff's rights."). Due to the anonymous nature of Defendants, Kitsch is currently unaware of the precise scope and volume of Defendants' infringement operation or if Defendants are operating additional e-commerce stores sell and distribute the Infringing Products. In such cases, immediate injunctive relief in cases involving infringement is appropriate. See, *e.g., Clock9nine LLC v. Individuals, Partnerships*, No. 24-21061-CIV, 2024 WL 4474724, at *3 (S.D. Fla. Apr. 2, 2024); *Ladera v. Individuals, Partnerships, & Unincorporated Associated Identified on Schedule "A"*, No. 23-23228-CIV, 2023 WL 7129912, at *1 (S.D. Fla. Oct. 10, 2023) (noting the entry of a temporary restraining under similar circumstances).

2. Preventing the Fraudulent Transfer of Assets Is Necessary and Appropriate.

It is clear that Defendants have made profits as a result of their infringement. Because Defendants are unknown foreign entities, however, once Defendants become aware of this lawsuit there is nothing to stop Defendants from transferring these profits to overseas accounts during the pendency of this case, which would render an accounting meaningless. To prevent this, Kitsch also requests an *ex parte* restraint of Defendants' assets. In particular, Kitsch asks the Court to prevent Defendants from transferring any money out of their Amazon accounts to ensure that Defendants' will comply with any subsequent judgment.

Courts have the inherent authority to issue a prejudgment asset restraint when plaintiff's complaint seeks relief in equity. *See CSC Holdings, Inc. v. Redisi*, 309 F.3d 988, 996 (7th Cir. 2002) ("[S]ince the assets in question . . . were the profits of the [defendants] made by unlawfully stealing [the plaintiff's] services, the freeze was appropriate and may remain in place pending final disposition of this case."). Additionally, courts have the inherent equitable authority to grant plaintiff's request for a prejudgment asset freeze in order to ensure preservation of resources that may be used to satisfy a judgment. *YETI Coolers, LLC v. Individuals, Bus. Entities, & Unincorporated Associations Identified on Schedule A*, 566 F.Supp 3d 1333, 1341 (S.D. Fla. 2021) ("Requesting equitable relief 'invokes the district court's inherent equitable powers to order preliminary relief, including an asset freeze, in order to assume the availability of permanent relief.'"); *Levi Strauss* 51 F.3d 982 at 987. Kitsch has shown a strong likelihood of succeeding on the merits of its copyright infringement and false association claims. Should Kitsch prevail, it would be entitled to injunctive relief as well as either actual damages and additional profits attributable to the infringement or statutory damages. *See* 17 U.S.C. §§ 502(a), 504. Likewise, the Lanham Act provides for injunctive relief and monetary remedies, including actual damages, disgorgement of profits, and, in cases of willful violation, treble damages or statutory damages for counterfeiting. *See* 15 U.S.C. §§ 1116(a), 1117(a), (b), (c). But unless Defendants' assets are restrained, they will likely hide or move their ill-gotten funds to unidentifiable offshore bank accounts. Accordingly, an asset restraint is proper and necessary here.

E. A BOND SHOULD SECURE INJUNCTIVE RELIEF

The posting of security upon issuance of a TRO or preliminary injunction is vested in the Court's sound discretion. *Rathmann Grp. v. Tanenbaum*, 889 F.2d 787, 789 (8th Cir. 1989). Because of the strong and unequivocal nature of Kitsch's evidence of infringement, Kitsch respectfully requests this Court require it to post a bond of no more than five thousand U.S. dollars ($5,000.00).

IV. CONCLUSION

Defendants' infringement of Kitsch's copyrighted works and false designation of origin are interfering with the exclusive rights granted under the Copyright Act and the Lanham Act. This unlawful conduct is causing irreparable harm to Kitsch's business, reputation, and marketplace goodwill. Without the requested relief, Defendants' sale of infringing and falsely designated products, along with other unlawful activities, will continue to cause harm that cannot be adequately remedied by monetary damages alone. An *ex parte* injunction is necessary to prevent further harm. Accordingly, Kitsch respectfully requests that the Court enter a Temporary Restraining Order as set forth herein.

Dated: September 5, 2025

Respectfully submitted,

/s/ *Lindsey Thurswell Lehr*

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

KITSCH LLC,
a Delaware limited liability company,

Plaintiff,

v.

THE PARTNERSHIPS AND UNINCORPORATED CORPORATIONS IDENTIFIED ON SCHEDULE "A",

Defendant.

Case No. 1:25-cv-23374

Judge Jacqueline Becerra

DECLARATION OF JEREMY THURSWELL

I, Jeremy Thurswell, declare and state as follows:

1. This declaration is based upon my personal knowledge of the facts stated herein or on the business records that were made at the time or in the regular course of business. If called as a witness, I could and would testify to the statements made herein.

2. I am Chief Operating Officer for Kitsch, LLC ("Kitsch"). I am knowledgeable of or have access to business records concerning all information referenced herein, including, but not limited to, Kitsch's design patents, other intellectual property, sales, on-line sales, advertising, marketing, and media coverage. I am intimately familiar with Kitsch products and with identifying counterfeits thereof. I make this declaration from matters within my own knowledge save where otherwise stated.

3. Founded in 2010, Kitsch began when my wife Cassandra Thurswell started hand-making hair ties in our Los Angeles apartment and selling them door-to-door. Raised in Wisconsin by a single mother who was a hairdresser, Cassandra aimed to create products that the Midwestern

women she grew up around would enjoy and afford. Initially focused on basic hair elastics, Kitsch has evolved into a hugely popular beauty brand with a significant social media presence. Kitsch is now a leading designer, marketer, and distributor of beauty and haircare products known for their pastel-colored aesthetic and affordability.

4. The Kitsch brand has grown into a multi-million-dollar enterprise, spending considerable resources on product quality and sustainability rather than traditional marketing. Kitsch products have become a favorite among online skincare and beauty enthusiasts. Kitsch is a leading accessories manufacturer with products including, hair ties, headbands, barrettes, twisters, hair scrunchies, combs, hair clips, claw clips, rhinestone hair pins, hair curlers, jewelry, including necklaces and earrings, towels, bedding, hair care products, head scarves, sleep caps, bonnets, sleep masks, gloves, socks, and other fashion accessories. Kitsch products can be found in over 2,000 locations worldwide as well as online.

5. Kitsch takes its intellectual property seriously and has obtained several U.S. patents, trademarks, and copyrights for its products.

6. Among Kitsch's intellectual property is a copyright for the photograph of its heatless hair curler shown below:

A true and correct copy of the United States Copyright Registration Certificate for the Kitsch Copyright (Registration No. VA 2-379-721) is attached hereto as Exhibit 1. This will be referred to as the Kitsch Copyright.

7. Kitsch has built substantial goodwill in its intellectual property, including the Kitsch Copyright. The innovative marketing and product design of Kitsch products have enabled the brand to achieve widespread recognition and fame, making Kitsch's intellectual property, including the Kitsch Copyright, well-known in the beauty and accessory industry. The widespread fame, outstanding reputation, and significant goodwill associated with the Kitsch brand have made the Kitsch intellectual property, including the Kitsch Copyright, invaluable assets.

8. Kitsch has continuously used the Kitsch intellectual property, including the Kitsch Copyright, in interstate commerce in connection with the sale, distribution, promotion, and advertising of genuine Kitsch products.

9. Among the purchasing public, genuine Kitsch products are instantly recognizable as such. The Kitsch intellectual property, including the Kitsch Copyright, identify, in the United States and throughout the world, high-quality products designed and manufactured by Kitsch.

10. Genuine Kitsch products are distributed and sold to consumers through retailers throughout the United States, including through authorized retailers such as Ulta, Amazon, and the kitsch.com website. Sales of Kitsch products via these authorized retailers is significant. The kitsch.com website features proprietary content, images, and designs exclusive to the Kitsch brand.

11. Due to Kitsch's use of the Kitsch intellectual property, including the Kitsch Copyright, extensive sales, and significant advertising and promotional activities, the image of the Kitsch Copyright has achieved recognition among the consuming public and trade throughout the United States.

12. The Kitsch Copyright is exclusive to Kitsch. Kitsch has expended substantial resources in developing, advertising, and otherwise promoting and protecting the image of the Kitsch Copyright. As a result, the Kitsch Copyright widely recognized and exclusively associated by consumers, the public, and the trade as being high-quality products sourced from Kitsch.

13. Kitsch products featured in the Kitsch Copyright have been widely accepted by the public and are enormously popular.

14. The success of the Kitsch brand has resulted in infringers of the Kitsch Copyright. In recent years, Kitsch has identified many fully interactive, e-commerce stores offering infringing Kitsch products on online marketplace platforms such as Amazon, eBay, AliExpress, Alibaba, Walmart, Wish.com, Etsy, Temu, and DHgate, including the fully interactive, seller listings operating under the seller aliases identified in Schedule A to the Complaint (the "Seller Aliases"), which are offering for sale and/or selling unauthorized and unlicensed products, including beauty accessories and haircare items, using infringing versions of the Kitsch Copyright (the "Infringing Images") to consumers in this Judicial District and throughout the United States.

15. I perform, supervise, and/or direct investigations related to Internet-based infringement of the Kitsch Copyright. Our investigation shows that Defendants are using the Seller Aliases to advertise products using images that infringe the Kitsch Copyright from foreign countries such as China to consumers in the U.S. and elsewhere. I, or someone working under my direction, analyzed each of the e-commerce stores operating under the Seller Aliases and determined that Infringing Products were being offered for sale to residents of the United States, including Florida residents. This conclusion was reached through visual inspection of the products listed for sale on each seller listing, the price at which the Infringing Products were offered for sale, other features commonly associated with seller listings selling Infringing Products, and

because Defendants and their seller listings do not conduct business with Kitsch and do not have the right or authority to use the Kitsch Copyright for any reason. In addition, each e-commerce store offered shipping to the United States, including Illinois. True and correct copies of screenshot printouts showing the active e-commerce stores operating under the Seller Aliases reviewed are attached as Exhibit 2. A true and correct copy of a comparison of the Infringing Images and the Kitsch Copyright is attached hereto as Exhibit 3.

16. Defendants have targeted sales to Florida residents by setting up and operating e-commerce stores that target U.S. consumers using one or more Seller Aliases, offer shipping to the U.S., including Florida, accept payment in U.S. dollars and/or funds from U.S. bank accounts, and have sold Infringing Products to residents of Florida.

17. Defendants concurrently employ and benefit from substantially similar advertising and marketing strategies. For example, Defendants facilitate sales by designing seller listings operating under the Seller Aliases so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers. Seller listings operating under Seller Aliases appear sophisticated and accept payment in U.S. dollars and/or funds from U.S. bank accounts via credit cards, Alipay, Amazon Pay, and/or PayPal. E-commerce stores operating under the Seller Aliases often include content and images that make it very difficult for consumers to distinguish such stores from an authorized retailer. Kitsch has not licensed or authorized Defendants to use the Kitsch Copyright, and none of the Defendants are authorized retailers of genuine Kitsch products.

18. Many Defendants also deceive unknowing consumers by using the Kitsch Copyright to advertise their products in their online marketplace listings to drive traffic away from Kitsch authorized channels, but instead to their own infringing sites.

19. E-commerce store operators like Defendants commonly engage in fraudulent

conduct when registering the Seller Aliases by providing false, misleading, and/or incomplete information to online marketplace platforms to prevent discovery of their true identities and the scope of their counterfeiting operations.

20. E-commerce store operators like Defendants regularly register or acquire new seller aliases for the purpose of offering for sale and selling products using the Infringing Images. Such seller alias registration patterns are one of many common tactics used by e-commerce store operators like Defendants to conceal their identities and the full scope and interworking of their counterfeiting operations, and to avoid being shut down.

21. Even though Defendants operate under multiple fictitious aliases, the seller listings operating under the Seller Aliases often share unique identifiers, such as templates with common design elements that intentionally omit any contact information or other information for identifying Defendants or other Seller Aliases they operate or use. Seller listings operating under the Seller Aliases include other notable common features such as use of the same registration patterns, accepted payment methods, check-out methods, keywords, advertising tactics, similarities in price and quantities, the same incorrect grammar and misspellings, and/or the use of the same text and images. Additionally, images sold using the Infringing Images by the Seller Aliases bear similar irregularities and indicia of being counterfeit to one another, suggesting that many of the products sold using the Infringing Images may be manufactured by and come from a common source and that many of Defendants are interrelated.

22. E-commerce store operators like Defendants are in constant communication with each other and regularly participate in chat rooms and through websites such as sellerdefense.cn and kuajingvs.com regarding tactics for operating multiple accounts, evading detection, pending litigation, and potential new lawsuits.

23. Infringers such as Defendants typically operate under multiple seller aliases and payment accounts so that they can continue operation in spite of Kitsch's enforcement. E-commerce store operators like Defendants maintain off-shore bank accounts and regularly move funds from their financial accounts to off-shore accounts outside the jurisdiction of this Court in an attempt to avoid payment of any monetary judgment awarded by the Court.

24. I believe the Defendants are working in active concert to knowingly and willfully use the Infringing Images to sell their products in the same transaction, occurrence, or series of transactions or occurrences. Defendants, without any authorization or license from Kitsch, have jointly and severally, knowingly and willfully used and continue to use the Kitsch Copyright in connection with the advertisement, distribution, offering for sale, and sale of products into the United States and Florida over the Internet.

25. Monetary damages cannot adequately compensate Kitsch for ongoing infringement because monetary damages fail to address the loss of control of and damage to Kitsch's reputation and goodwill. Furthermore, monetary damages are difficult, if not impossible, to ascertain due to the inability to calculate measurable damage in dollars and cents caused to Kitsch's reputation and goodwill by acts of infringement.

26. Kitsch's goodwill and reputation are irreparably damaged when products are sold using the Infringing Images. Moreover, brand confidence is damaged, which can result in a loss of future sales and market share. The extent of harm to Kitsch's reputation and goodwill and the possible diversion of customers due to loss in brand confidence are largely unquantifiable.

27. Kitsch is further irreparably harmed by the unauthorized use of the Infringing Images to sell products because infringers take away Kitsch's ability to control the nature and quality of Kitsch's genuine products. This loss of quality control is neither calculable nor precisely

compensable.

28. The use of the Infringing Images in connection with the sale of goods not authorized, produced, or manufactured by Kitsch is likely causing and will continue to cause consumer confusion, which weakens Kitsch's brand recognition and reputation. Consumers who mistakenly believe that the Infringing Products he or she has purchased originated from Kitsch will come to believe Kitsch offers low-quality products. Inferior quality products will result in increased skepticism and hesitance in consumers presented with genuine Kitsch products, resulting in a loss or undermining of Kitsch's reputation and goodwill.

29. Kitsch is further irreparably damaged due to a loss of exclusivity. Kitsch's use of its copyright-protected image is meant to be exclusive. Kitsch's extensive marketing efforts and innovative designs are aimed at growing and sustaining sales. Kitsch's products are distinctive and signify to consumers that the products originate from Kitsch and are manufactured to Kitsch's high-quality standards. When infringers use the image of the Kitsch Copyright to sell sell goods without Kitsch's authorization, the exclusivity of Kitsch's products, as well as Kitsch's reputation, are damaged and eroded, resulting in a loss of unquantifiable future sales.

30. Kitsch will suffer immediate and irreparable injury, loss, or damage if an *ex parte* Temporary Restraining Order is not issued in accordance with Federal Rule of Civil Procedure 65(b)(1).

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

Executed this the 5th day of September, 2025 at Los Angeles, California.

/s/ Jeremy Thurswell
Jeremy Thurswell

EXHIBIT 1

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

United States Register of Copyrights and Director

Registration Number
VA 2-379-721
Effective Date of Registration:
January 19, 2024
Registration Decision Date:
January 22, 2024

Title

Title of Work: Heatless Curl Photograph

Completion/Publication

Year of Completion: 2021
Date of 1st Publication: November 30, 2021
Nation of 1st Publication: United States

Author

- **Author:** Kitsch LLC
  Author Created: photograph
  Work made for hire: Yes
  Citizen of: United States

Copyright Claimant

Copyright Claimant: Kitsch LLC
5301 Rosewood Avenuee, Los Angeles, CA, 90004, United States

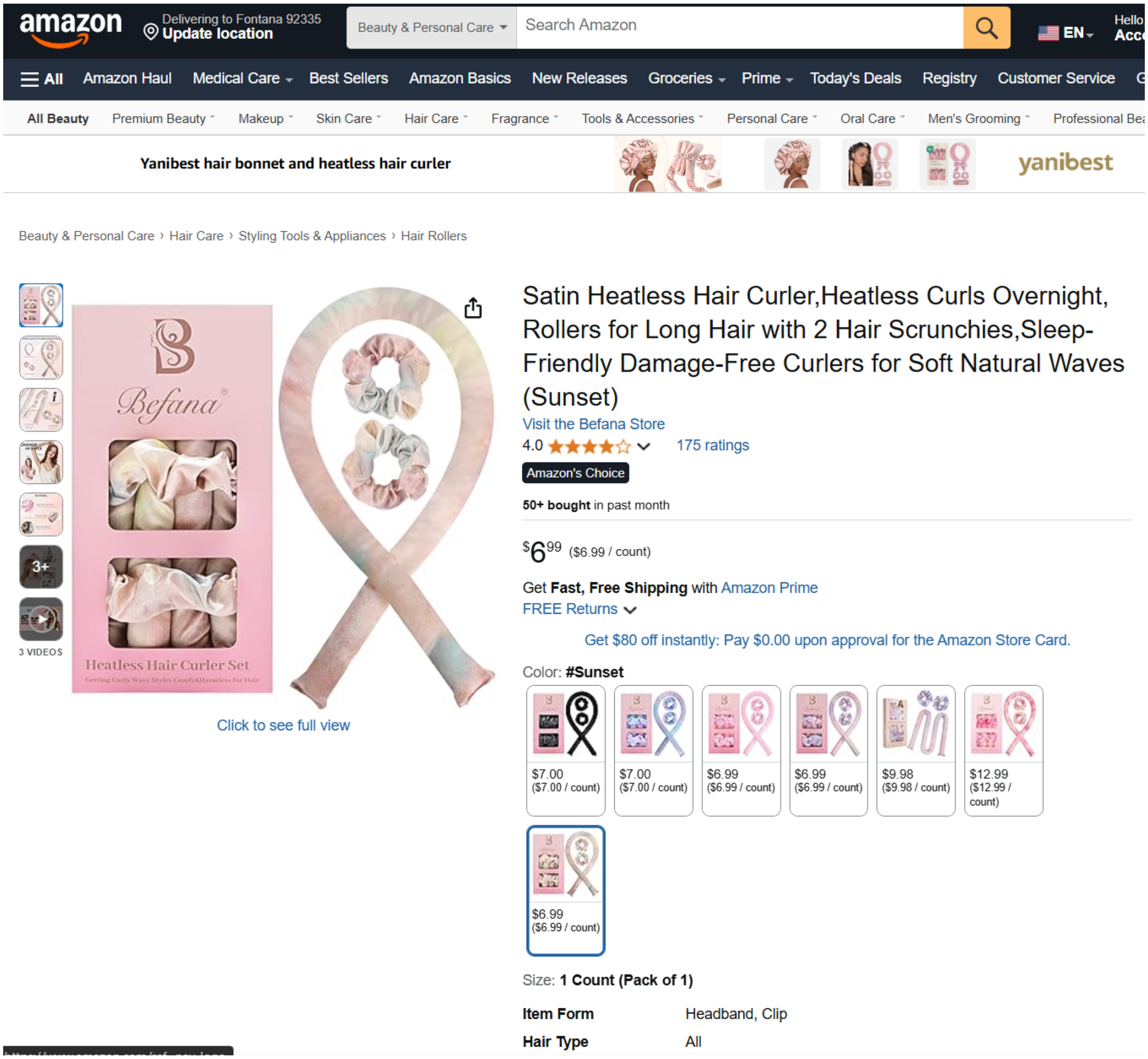
Certification

Name: Rebecca Cantor
Date: January 19, 2024
Applicant's Tracking Number: KITS0100A

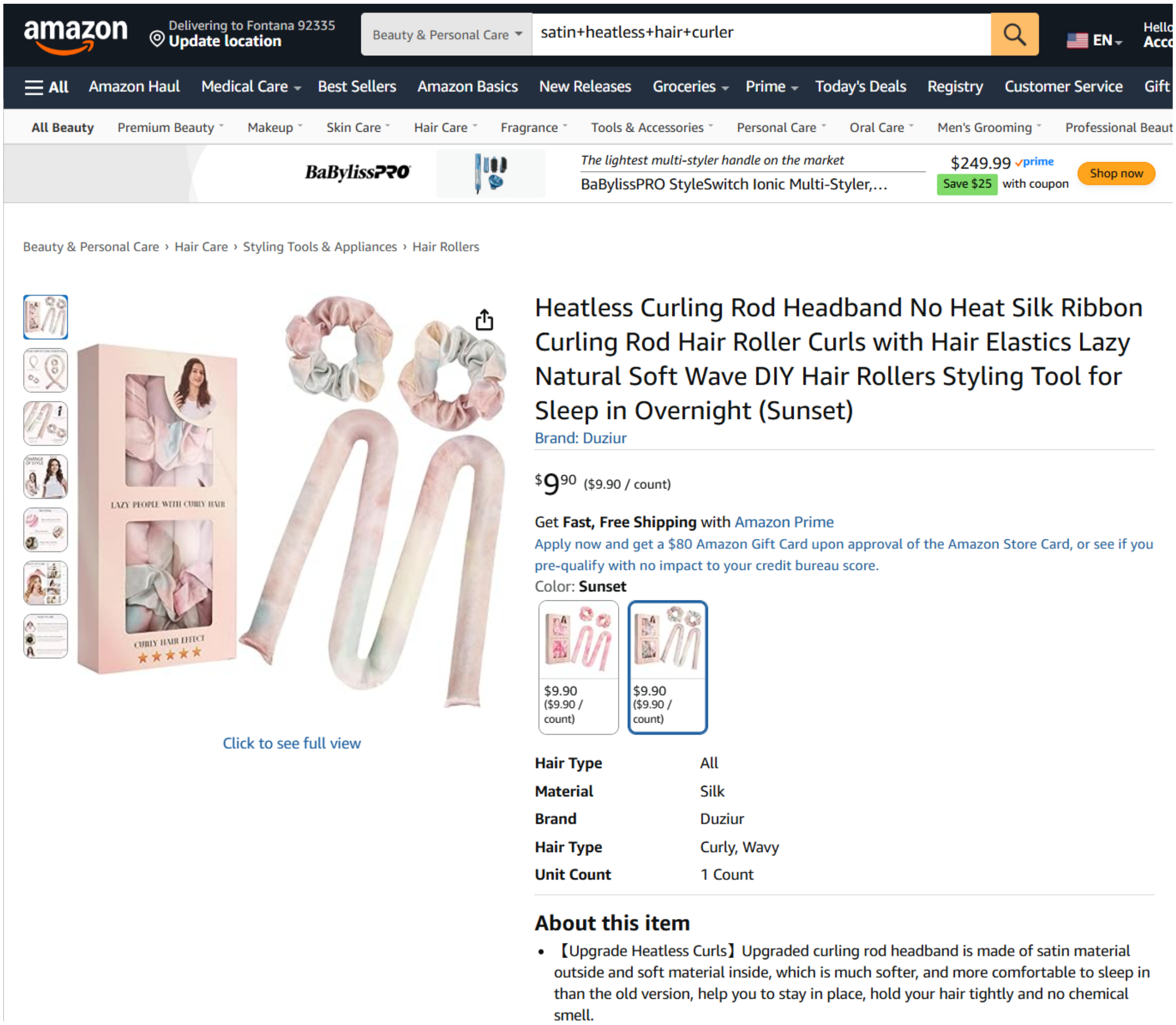
Correspondence: Yes
Copyright Office notes: Basis for Registration: Registration does not extend to any useful article depicted. Registration extends to deposited photograph only. 17 USC 101, 102 (a), and 113.

EXHIBIT 2

Befana Hair


amazon
Delivering to Fontana 92335
Update location
Beauty & Personal Care
Search Amazon
EN
Hello
All
Amazon Haul
Medical Care
Best Sellers
Amazon Basics
New Releases
Groceries
Prime
Today's Deals
Registry
Customer Service
All Beauty
Premium Beauty
Makeup
Skin Care
Hair Care
Fragrance
Tools & Accessories
Personal Care
Oral Care
Men's Grooming
Yanibest hair bonnet and heatless hair curler
yanibest
Beauty & Personal Care › Hair Care › Styling Tools & Appliances › Hair Rollers
3 VIDEOS
Befana
Heatless Hair Curler Set
Click to see full view
Satin Heatless Hair Curler,Heatless Curls Overnight, Rollers for Long Hair with 2 Hair Scrunchies,Sleep-Friendly Damage-Free Curlers for Soft Natural Waves (Sunset)
Visit the Befana Store
4.0
175 ratings
Amazon's Choice
50+ bought in past month
$6.99 ($6.99 / count)
Get Fast, Free Shipping with Amazon Prime
FREE Returns
Get $80 off instantly: Pay $0.00 upon approval for the Amazon Store Card.
Color: #Sunset
$7.00 ($7.00 / count)
$7.00 ($7.00 / count)
$6.99 ($6.99 / count)
$6.99 ($6.99 / count)
$9.98 ($9.98 / count)
$12.99 ($12.99 / count)
$6.99 ($6.99 / count)
Size: 1 Count (Pack of 1)
Item Form
Headband, Clip
Hair Type
All

Duziur



amazon Delivering to Fontana 92335 Update location
Beauty & Personal Care | satin+heatless+hair+curler
EN Hello Acc

All | Amazon Haul | Medical Care | Best Sellers | Amazon Basics | New Releases | Groceries | Prime | Today's Deals | Registry | Customer Service | Gift

All Beauty | Premium Beauty | Makeup | Skin Care | Hair Care | Fragrance | Tools & Accessories | Personal Care | Oral Care | Men's Grooming | Professional Beaut

BaBylissPRO *The lightest multi-styler handle on the market* BaBylissPRO StyleSwitch Ionic Multi-Styler,... $249.99 prime Save $25 with coupon Shop now

Beauty & Personal Care › Hair Care › Styling Tools & Appliances › Hair Rollers

LAZY PEOPLE WITH CURLY HAIR
CURLY HAIR EFFECT

Click to see full view

Heatless Curling Rod Headband No Heat Silk Ribbon Curling Rod Hair Roller Curls with Hair Elastics Lazy Natural Soft Wave DIY Hair Rollers Styling Tool for Sleep in Overnight (Sunset)

Brand: Duziur

$9.90 ($9.90 / count)

Get **Fast, Free Shipping** with Amazon Prime

Apply now and get a $80 Amazon Gift Card upon approval of the Amazon Store Card, or see if you pre-qualify with no impact to your credit bureau score.

Color: **Sunset**

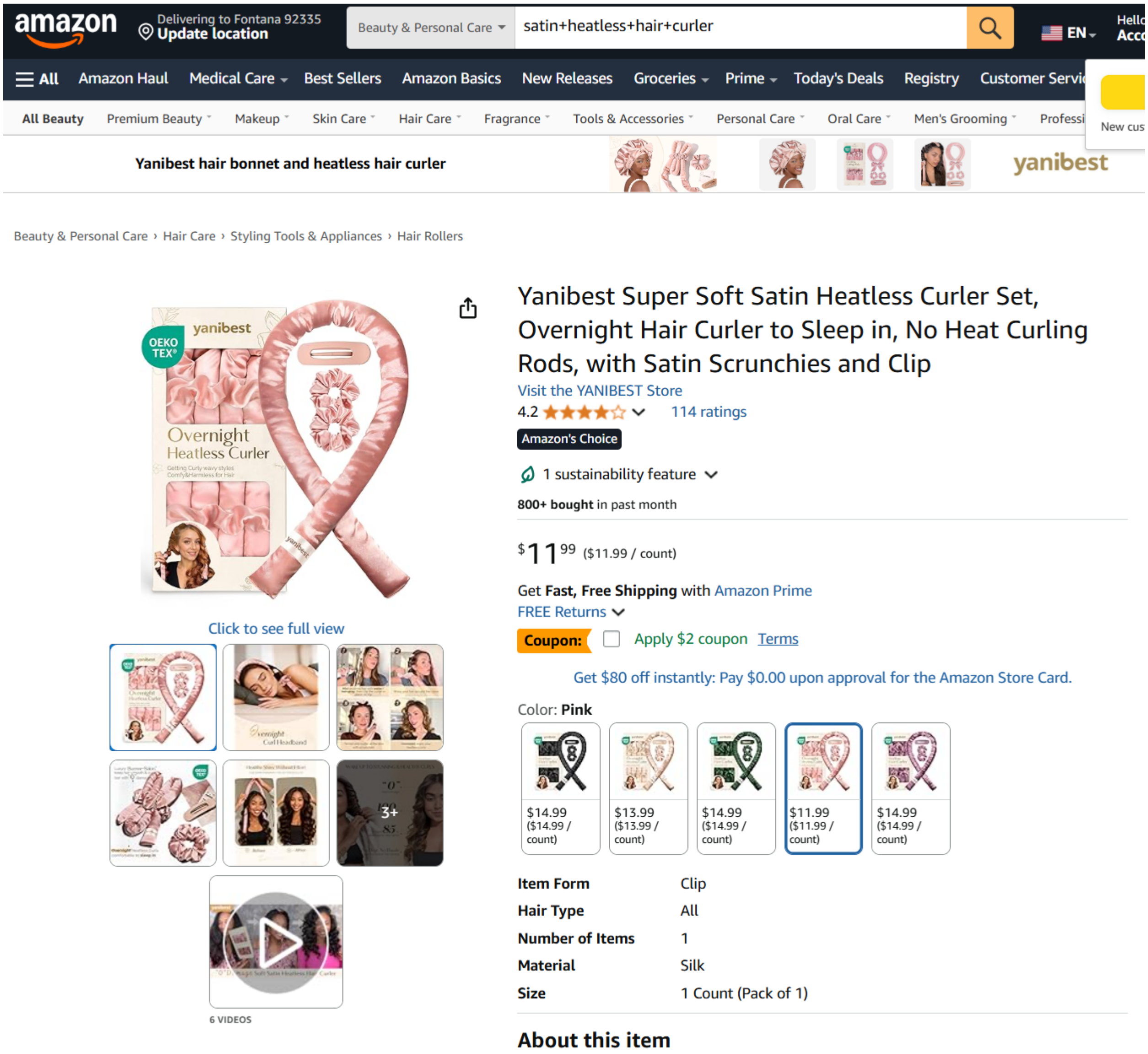
$9.90 ($9.90 / count) | $9.90 ($9.90 / count)

Hair Type	All
Material	Silk
Brand	Duziur
Hair Type	Curly, Wavy
Unit Count	1 Count

About this item

- 【Upgrade Heatless Curls】Upgraded curling rod headband is made of satin material outside and soft material inside, which is much softer, and more comfortable to sleep in than the old version, help you to stay in place, hold your hair tightly and no chemical smell.

Yanibest


amazon
Delivering to Fontana 92335
Update location
Beauty & Personal Care
satin+heatless+hair+curler
EN
All
Amazon Haul
Medical Care
Best Sellers
Amazon Basics
New Releases
Groceries
Prime
Today's Deals
Registry
All Beauty
Premium Beauty
Makeup
Skin Care
Hair Care
Fragrance
Tools & Accessories
Personal Care
Oral Care
Men's Grooming
Yanibest hair bonnet and heatless hair curler
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Beauty & Personal Care › Hair Care › Styling Tools & Appliances › Hair Rollers
Overnight Heatless Curler
Click to see full view
6 VIDEOS
Yanibest Super Soft Satin Heatless Curler Set, Overnight Hair Curler to Sleep in, No Heat Curling Rods, with Satin Scrunchies and Clip
Visit the YANIBEST Store
4.2
114 ratings
Amazon's Choice
1 sustainability feature
800+ bought in past month
$11.99 ($11.99 / count)
Get Fast, Free Shipping with Amazon Prime
FREE Returns
Coupon: Apply $2 coupon Terms
Get $80 off instantly: Pay $0.00 upon approval for the Amazon Store Card.
Color: Pink
$14.99 ($14.99 / count)
$13.99 ($13.99 / count)
$14.99 ($14.99 / count)
$11.99 ($11.99 / count)
$14.99 ($14.99 / count)
Item Form Clip
Hair Type All
Number of Items 1
Material Silk
Size 1 Count (Pack of 1)
About this item

EXHIBIT 3

Befana Hair

<table>
<tr><th>Befana Hair</th><th>Kitsch’s Copyrighted Image</th></tr>
<tr><td>
</td><td>
</td></tr>
</table>

As can be seen, both images have the same elements arranged in the same way including (1) nearly identical boxes on the left side of each image, (2) a single hair curler on the right side of each image arranged in an identical shape, and (3) two scrunchies placed inside the oval-like shape formed by the hair curler.

Duziur

<table>
<tr><th>Duziur</th><th>Kitsch’s Copyrighted Image</th></tr>
<tr><td>


</td><td>


</td></tr>
</table>

As can be seen, both images have the same elements arranged in the similar ways including (1) nearly identical boxes on the left side of each image, (2) a single hair curler on the right side of each image, and (3) two scrunchies placed in close proximity to the hair curler.

Yanibest

<table>
<tr><th>Yanibest</th><th>Kitsch’s Copyrighted Image</th></tr>
<tr><td>
</td><td>
</td></tr>
</table>

As can be seen, both images have the same elements arranged in the same way including (1) nearly identical boxes on the left side of each image, (2) a single hair curler on the right side of each image arranged in an identical shape, and (3) two scrunchies placed inside the oval-like shape formed by the hair curler.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

KITSCH LLC, a Delaware limited liability company, Plaintiff, **v.** THE PARTNERSHIPS AND UNINCORPORATED CORPORATIONS IDENTIFIED ON SCHEDULE "A", Defendant.	**Case No.** 1:25-cv-23374 **Hon. Jacqueline Becerra**

DECLARATION OF MARK A. CANTOR

I, Mark A. Cantor, of the Township of West Bloomfield, in the State of Michigan, declare as follows:

1. I am an attorney at law, admitted to practice before the Courts of the State of Michigan and I am attorney for Kitsch, LLC ("Plaintiff"). Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify as follows:

2. Off-shore e-commerce store operators offering for sale products using infringing intellectual property typically: (1) provide false, misleading and/or incomplete names and physical address information to conceal their locations and avoid liability for their unlawful conduct; and (2) rely primarily on electronic communications to communicate with their third-party service providers and customers. In my years of experience in anti-infringement investigations, even if a purported address is provided on an e-commerce store, it is unlikely to be legitimate. E-mail has proved to be a reliable mechanism for quickly providing notice to e-

commerce store operators in similar cases. Indeed, defendants in cases I have reviewed have confirmed receipt of actual notice via e-mail.

3. An investigation of the e-commerce stores operating under the Seller Aliases identified in Schedule A to the Complaint shows that few, if any, provide a complete and accurate physical address on the e-commerce store. In most instances, Defendants must provide an e- mail address and physical address to third-party online marketplace platforms such as eBay, AliExpress, Alibaba, Amazon, Wish.com, Walmart, Etsy, DHgate, and Temu when registering their account. E-mail address verification is typically a straightforward process where the third-party online marketplace platforms send an e-mail to the provided e-mail address and require the user to click a link in the e-mail. However, any verification that may occur for physical addresses is likely not as reliable as e-mail address verification. Since an e-commerce store operator can input any physical address, such addresses may be incomplete, false and/or are not where the e-commerce store operator is located. As such, even if a physical address is available, it is not a reliable or the best means for providing notice to Defendants.

4. I have reviewed the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil and Commercial Matters ("Hague Convention") to which China is a signatory. The Hague Convention does not preclude service by e-mail. Additionally, according to Article 1 of the Hague Convention, the "convention shall not apply where the address of the person to be served with the document is not known." A true and correct copy of the Hague Convention on the Service Abroad of Judicial and Extra- Judicial Documents in Civil and Commercial Matters, and a list of signatory members, are collectively attached hereto as Exhibit 1.

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

Executed on the 3rd Day of November 2025 in West Bloomfield, Michigan

Mark A. Cantor
Attorney for Plaintiff

EXHIBIT 1

14. CONVENTION ON THE SERVICE ABROAD OF JUDICIAL AND EXTRAJUDICIAL DOCUMENTS IN CIVIL OR COMMERCIAL MATTERS[1]

(Concluded 15 November 1965)

The States signatory to the present Convention,
Desiring to create appropriate means to ensure that judicial and extrajudicial documents to be served abroad shall be brought to the notice of the addressee in sufficient time,
Desiring to improve the organisation of mutual judicial assistance for that purpose by simplifying and expediting the procedure,
Have resolved to conclude a Convention to this effect and have agreed upon the following provisions:

Article 1

The present Convention shall apply in all cases, in civil or commercial matters, where there is occasion to transmit a judicial or extrajudicial document for service abroad.
This Convention shall not apply where the address of the person to be served with the document is not known.

CHAPTER I – JUDICIAL DOCUMENTS

Article 2

Each Contracting State shall designate a Central Authority which will undertake to receive requests for service coming from other Contracting States and to proceed in conformity with the provisions of Articles 3 to 6.
Each State shall organise the Central Authority in conformity with its own law.

Article 3

The authority or judicial officer competent under the law of the State in which the documents originate shall forward to the Central Authority of the State addressed a request conforming to the model annexed to the present Convention, without any requirement of legalisation or other equivalent formality.
The document to be served or a copy thereof shall be annexed to the request. The request and the document shall both be furnished in duplicate.

Article 4

If the Central Authority considers that the request does not comply with the provisions of the present Convention it shall promptly inform the applicant and specify its objections to the request.

[1] This Convention, including related materials, is accessible on the website of the Hague Conference on Private International Law (www.hcch.net), under "Conventions" or under the "Service Section". For the full history of the Convention, see Hague Conference on Private International Law, *Actes et documents de la Dixième session (1964)*, Tome III, *Notification* (391 pp.).

Article 5

The Central Authority of the State addressed shall itself serve the document or shall arrange to have it served by an appropriate agency, either –

a) by a method prescribed by its internal law for the service of documents in domestic actions upon persons who are within its territory, or

b) by a particular method requested by the applicant, unless such a method is incompatible with the law of the State addressed.

Subject to sub-paragraph *(b)* of the first paragraph of this Article, the document may always be served by delivery to an addressee who accepts it voluntarily.

If the document is to be served under the first paragraph above, the Central Authority may require the document to be written in, or translated into, the official language or one of the official languages of the State addressed.

That part of the request, in the form attached to the present Convention, which contains a summary of the document to be served, shall be served with the document.

Article 6

The Central Authority of the State addressed or any authority which it may have designated for that purpose, shall complete a certificate in the form of the model annexed to the present Convention.

The certificate shall state that the document has been served and shall include the method, the place and the date of service and the person to whom the document was delivered. If the document has not been served, the certificate shall set out the reasons which have prevented service.

The applicant may require that a certificate not completed by a Central Authority or by a judicial authority shall be countersigned by one of these authorities.

The certificate shall be forwarded directly to the applicant.

Article 7

The standard terms in the model annexed to the present Convention shall in all cases be written either in French or in English. They may also be written in the official language, or in one of the official languages, of the State in which the documents originate.

The corresponding blanks shall be completed either in the language of the State addressed or in French or in English.

Article 8

Each Contracting State shall be free to effect service of judicial documents upon persons abroad, without application of any compulsion, directly through its diplomatic or consular agents.

Any State may declare that it is opposed to such service within its territory, unless the document is to be served upon a national of the State in which the documents originate.

Article 9

Each Contracting State shall be free, in addition, to use consular channels to forward documents, for the purpose of service, to those authorities of another Contracting State which are designated by the latter for this purpose.

Each Contracting State may, if exceptional circumstances so require, use diplomatic channels for the same purpose.

Article 10

Provided the State of destination does not object, the present Convention shall not interfere with –

a) the freedom to send judicial documents, by postal channels, directly to persons abroad, *b)* the freedom of judicial officers, officials or other competent persons of the State of origin to effect service of judicial documents directly through the judicial officers, officials or other competent persons of the State of destination,

c) the freedom of any person interested in a judicial proceeding to effect service of judicial documents directly through the judicial officers, officials or other competent persons of the State of destination.

Article 11

The present Convention shall not prevent two or more Contracting States from agreeing to permit, for the purpose of service of judicial documents, channels of transmission other than those provided for in the preceding Articles and, in particular, direct communication between their respective authorities.

Article 12

The service of judicial documents coming from a Contracting State shall not give rise to any payment or reimbursement of taxes or costs for the services rendered by the State addressed.
The applicant shall pay or reimburse the costs occasioned by –-

a) the employment of a judicial officer or of a person competent under the law of the State of destination,

b) the use of a particular method of service.

Article 13

Where a request for service complies with the terms of the present Convention, the State addressed may refuse to comply therewith only if it deems that compliance would infringe its sovereignty or security.
It may not refuse to comply solely on the ground that, under its internal law, it claims exclusive jurisdiction over the subject-matter of the action or that its internal law would not permit the action upon which the application is based.
The Central Authority shall, in case of refusal, promptly inform the applicant and state the reasons for the refusal.

Article 14

Difficulties which may arise in connection with the transmission of judicial documents for service shall be settled through diplomatic channels.

Article 15

Where a writ of summons or an equivalent document had to be transmitted abroad for the purpose of service, under the provisions of the present Convention, and the defendant has not appeared, judgment shall not be given until it is established that –

a) the document was served by a method prescribed by the internal law of the State addressed for the service of documents in domestic actions upon persons who are within its territory, or

b) the document was actually delivered to the defendant or to his residence by another method provided for by this Convention,

and that in either of these cases the service or the delivery was effected in sufficient time to enable the defendant to defend.

Each Contracting State shall be free to declare that the judge, notwithstanding the provisions of the first paragraph of this Article, may give judgment even if no certificate of service or delivery has been received, if all the following conditions are fulfilled –

a) the document was transmitted by one of the methods provided for in this Convention,

b) a period of time of not less than six months, considered adequate by the judge in the particular case, has elapsed since the date of the transmission of the document,

c) no certificate of any kind has been received, even though every reasonable effort has been made to obtain it through the competent authorities of the State addressed.

Notwithstanding the provisions of the preceding paragraphs the judge may order, in case of urgency, any provisional or protective measures.

Article 16

When a writ of summons or an equivalent document had to be transmitted abroad for the purpose of service, under the provisions of the present Convention, and a judgment has been entered against a defendant who has not appeared, the judge shall have the power to relieve the defendant from the effects of the expiration of the time for appeal from the judgment if the following conditions are fulfilled –

a) the defendant, without any fault on his part, did not have knowledge of the document in sufficient time to defend, or knowledge of the judgment in sufficient time to appeal, and

b) the defendant has disclosed a *prima facie* defence to the action on the merits.

An application for relief may be filed only within a reasonable time after the defendant has knowledge of the judgment.

Each Contracting State may declare that the application will not be entertained if it is filed after the expiration of a time to be stated in the declaration, but which shall in no case be less than one year following the date of the judgment.

This Article shall not apply to judgments concerning status or capacity of persons.

CHAPTER II – EXTRAJUDICIAL DOCUMENTS

Article 17

Extrajudicial documents emanating from authorities and judicial officers of a Contracting State may be transmitted for the purpose of service in another Contracting State by the methods and under the provisions of the present Convention.

CHAPTER III – GENERAL CLAUSES

Article 18

Each Contracting State may designate other authorities in addition to the Central Authority and shall determine the extent of their competence.

The applicant shall, however, in all cases, have the right to address a request directly to the Central Authority.

Federal States shall be free to designate more than one Central Authority.

Article 19

To the extent that the internal law of a Contracting State permits methods of transmission, other than those provided for in the preceding Articles, of documents coming from abroad, for service within its territory, the present Convention shall not affect such provisions.

Article 20

The present Convention shall not prevent an agreement between any two or more Contracting States to dispense with –

a) the necessity for duplicate copies of transmitted documents as required by the second paragraph of Article 3,

b) the language requirements of the third paragraph of Article 5 and Article 7,

c) the provisions of the fourth paragraph of Article 5,

d) the provisions of the second paragraph of Article 12.

Article 21

Each Contracting State shall, at the time of the deposit of its instrument of ratification or accession, or at a later date, inform the Ministry of Foreign Affairs of the Netherlands of the following –

a) the designation of authorities, pursuant to Articles 2 and 18,

b) the designation of the authority competent to complete the certificate pursuant to Article 6,

c) the designation of the authority competent to receive documents transmitted by consular channels, pursuant to Article 9.

Each Contracting State shall similarly inform the Ministry, where appropriate, of –

a) opposition to the use of methods of transmission pursuant to Articles 8 and 10,

b) declarations pursuant to the second paragraph of Article 15 and the third paragraph of Article 16,

c) all modifications of the above designations, oppositions and declarations.

Article 22

Where Parties to the present Convention are also Parties to one or both of the Conventions on civil procedure signed at The Hague on 17th July 1905, and on 1st March 1954, this Convention shall replace as between them Articles 1 to 7 of the earlier Conventions.

Article 23

The present Convention shall not affect the application of Article 23 of the Convention on civil procedure signed at The Hague on 17th July 1905, or of Article 24 of the Convention on civil procedure signed at The Hague on 1st March 1954.

These Articles shall, however, apply only if methods of communication, identical to those provided for in these Conventions, are used.

Article 24

Supplementary agreements between Parties to the Conventions of 1905 and 1954 shall be considered as equally applicable to the present Convention, unless the Parties have otherwise agreed.

Article 25

Without prejudice to the provisions of Articles 22 and 24, the present Convention shall not derogate from Conventions containing provisions on the matters governed by this Convention to which the Contracting States are, or shall become, Parties.

Article 26

The present Convention shall be open for signature by the States represented at the Tenth Session of the Hague Conference on Private International Law.

It shall be ratified, and the instruments of ratification shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

Article 27

The present Convention shall enter into force on the sixtieth day after the deposit of the third instrument of ratification referred to in the second paragraph of Article 26.

The Convention shall enter into force for each signatory State which ratifies subsequently on the sixtieth day after the deposit of its instrument of ratification.

Article 28

Any State not represented at the Tenth Session of the Hague Conference on Private International Law may accede to the present Convention after it has entered into force in accordance with the first paragraph of Article 27. The instrument of accession shall be deposited with the Ministry of Foreign Affairs of the Netherlands.
The Convention shall enter into force for such a State in the absence of any objection from a State, which has ratified the Convention before such deposit, notified to the Ministry of Foreign Affairs of the Netherlands within a period of six months after the date on which the said Ministry has notified it of such accession.
In the absence of any such objection, the Convention shall enter into force for the acceding State on the first day of the month following the expiration of the last of the periods referred to in the preceding paragraph.

Article 29

Any State may, at the time of signature, ratification or accession, declare that the present Convention shall extend to all the territories for the international relations of which it is responsible, or to one or more of them. Such a declaration shall take effect on the date of entry into force of the Convention for the State concerned.
At any time thereafter, such extensions shall be notified to the Ministry of Foreign Affairs of the Netherlands.
The Convention shall enter into force for the territories mentioned in such an extension on the sixtieth day after the notification referred to in the preceding paragraph.

Article 30

The present Convention shall remain in force for five years from the date of its entry into force in accordance with the first paragraph of Article 27, even for States which have ratified it or acceded to it subsequently.
If there has been no denunciation, it shall be renewed tacitly every five years.
Any denunciation shall be notified to the Ministry of Foreign Affairs of the Netherlands at least six months before the end of the five year period.
It may be limited to certain of the territories to which the Convention applies.
The denunciation shall have effect only as regards the State which has notified it. The Convention shall remain in force for the other Contracting States.

Article 31

The Ministry of Foreign Affairs of the Netherlands shall give notice to the States referred to in Article 26, and to the States which have acceded in accordance with Article 28, of the following –

a) the signatures and ratifications referred to in Article 26;
b) the date on which the present Convention enters into force in accordance with the first paragraph of Article 27;
c) the accessions referred to in Article 28 and the dates on which they take effect;
d) the extensions referred to in Article 29 and the dates on which they take effect;
e) the designations, oppositions and declarations referred to in Article 21;
f) the denunciations referred to in the third paragraph of Article 30.

In witness whereof the undersigned, being duly authorised thereto, have signed the present Convention.

Done at The Hague, on the 15th day of November, 1965, in the English and French languages, both texts being equally authentic, in a single copy which shall be deposited in the archives of the Government of the Netherlands, and of which a certified copy shall be sent, through the diplomatic channel, to each of the States represented at the Tenth Session of the Hague Conference on Private International Law.

PRINT

Contracting Parties and Signatories to this Convention that are also Members of the HCCH (i.e., the Organisation) are in **bold**; Contracting Parties and Signatories that are not Members of the HCCH are in *italics*.

Contracting Party	S [1]	R/A/S[2]	Type[3]	EIF[4]	EXT[5]	Auth[6]	Res/D/N/DC[7]
Albania		1-XI-2006	A	1-VII-2007		3	
Andorra		26-IV-2017	A	1-XII-2017		3	D
Antigua and Barbuda		1-V-1985	Su	1-XI-1981		1	
Argentina		2-II-2001	A	1-XII-2001		2	D,Res
Armenia		27-VI-2012	A	1-II-2013		1	
Australia		15-III-2010	A	1-XI-2010	7	5	D
Austria	22-XI-2019	14-VII-2020	R	12-IX-2020		3	D,Res
Azerbaijan		17-II-2023	A	1-IX-2023		1	D
Bahamas		17-VI-1997	A	1-II-1998		1	
Barbados		10-II-1969	A	1-X-1969		1	
Belarus		6-VI-1997	A	1-II-1998		1	
Belgium	21-I-1966	19-XI-1970	R	18-I-1971		2	D

Belize		8-IX-2009	A	1-V-2010		1	
Bosnia and Herzegovina		16-VI-2008	A	1-II-2009		1	
Botswana		10-II-1969	A	1-IX-1969		3	D
Brazil		29-XI-2018	A	1-VI-2019		1	D,Res
Bulgaria		23-XI-1999	A	1-VIII-2000		3	D
Canada		26-IX-1988	A	1-V-1989		4	D
China		6-V-1991	A	1-I-1992		8	D,N
Colombia		10-IV-2013	A	1-XI-2013		1	D
Costa Rica		16-III-2016	A	1-X-2016		1	
Croatia		28-II-2006	A	1-XI-2006		3	D,Res
Cyprus		26-X-1982	A	1-VI-1983		4	D
Czech Republic		28-I-1993	Su	1-I-1993		4	D,Res
Denmark	7-I-1969	2-VIII-1969	R	1-X-1969		3	D
Dominican Republic		21-III-2024	A	1-X-2024		1	
Egypt	1-III-1966	12-XII-1968	R	10-II-1969		1	Res
El Salvador		21-III-2024	A	1-X-2024		1	D
Estonia		2-II-1996	A	1-X-1996		1	D
Finland	15-XI-1965	11-IX-1969	R	10-XI-1969		2	D

France	12-I-1967	3-VII-1972	R	1-IX-1972	1	3	D
Georgia		31-V-2021	A	1-I-2022		1	D,Res
Germany	15-XI-1965	27-IV-1979	R	26-VI-1979		3	D
Greece	20-VII-1983	20-VII-1983	R	18-IX-1983		1	D
Hungary		13-VII-2004	A	1-IV-2005		3	D
Iceland		10-XI-2008	A	1-VII-2009		1	D,Res
India		23-XI-2006	A	1-VIII-2007		1	D,Res
Ireland	20-X-1989	5-IV-1994	R	4-VI-1994		3	D,Res
Israel	25-XI-1965	14-VIII-1972	R	13-X-1972		2	D,Res
Italy	25-I-1979	25-XI-1981	R	24-I-1982		3	D
Japan	12-III-1970	28-V-1970	R	27-VII-1970		3	D
Kazakhstan		15-X-2015	A	1-VI-2016		1	D
Kuwait		8-V-2002	A	1-XII-2002		3	D,Res
Latvia		28-III-1995	A	1-XI-1995		4	D
Lithuania		2-VIII-2000	A	1-VI-2001		3	D,Res
Luxembourg	27-X-1971	9-VII-1975	R	7-IX-1975		1	D,Res
Malawi		24-IV-1972	A	1-XII-1972		1	
Malta		24-II-2011	A	1-X-2011		2	D

Marshall Islands		29-VII-2020	A	1-II-2021		3	D
Mexico		2-XI-1999	A	1-VI-2000		2	D
Monaco		1-III-2007	A	1-XI-2007		2	D
Montenegro		16-I-2012	A	1-IX-2012		2	D
Morocco		24-III-2011	A	1-XI-2011		1	
Netherlands	15-XI-1965	3-XI-1975	R	2-I-1976	1	5	D
Nicaragua		24-VII-2019	A	1-II-2020		1	D
North Macedonia		23-XII-2008	A	1-IX-2009		1	D,Res
Norway	15-X-1968	2-VIII-1969	R	1-X-1969		3	D,Res
Pakistan		7-XII-1988	A	1-VIII-1989		3	D
Paraguay		23-VI-2023	A	1-I-2024		1	D
Philippines		4-III-2020	A	1-X-2020		1	D
Poland		13-II-1996	A	1-IX-1996		4	D,Res
Portugal	5-VII-1971	27-XII-1973	R	25-II-1974		2	D
Republic of Korea		13-I-2000	A	1-VIII-2000		2	D,Res
Republic of Moldova		4-VII-2012	A	1-II-2013		2	D,Res
Romania		21-VIII-2003	A	1-IV-2004		2	D
Russian Federation		1-V-2001	A	1-XII-2001		4	D,Res

Saint Vincent and the Grenadines		6-I-2005	Su	27-X-1979		3	D
San Marino		15-IV-2002	A	1-XI-2002		3	D
Serbia		2-VII-2010	A	1-II-2011		2	D
Seychelles		18-XI-1980	A	1-VII-1981		1	D
Singapore		16-V-2023	A	1-XII-2023		2	D
Slovakia		15-III-1993	Su	1-I-1993		4	D
Slovenia		18-IX-2000	A	1-VI-2001		1	D,Res
Spain	21-X-1976	4-VI-1987	R	3-VIII-1987		3	D
Sri Lanka		31-VIII-2000	A	1-VI-2001		3	D
Sweden	4-II-1969	2-VIII-1969	R	1-X-1969		2	D
Switzerland	21-V-1985	2-XI-1994	R	1-I-1995		3	D,Res
Tunisia		10-VII-2017	A	1-II-2018		1	D
Türkiye	11-VI-1968	28-II-1972	R	28-IV-1972		3	D,Res
Ukraine		1-II-2001	A	1-XII-2001		3	D,Res
United Kingdom of Great Britain and Northern Ireland	10-XII-1965	17-XI-1967	R	10-II-1969	14	4	D
United States of America	15-XI-1965	24-VIII-1967	R	10-II-1969	1	1	D
Venezuela (Bolivarian Republic of)		29-X-1993	A	1-VII-1994		1	D,Res
Viet Nam		16-III-2016	A	1-X-2016		3	D,N