

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ELIZABETH'S STUDIO LLC,

Plaintiff,

v.

J EEEEE, *et al.*,

Defendants.

Case No.

FILED UNDER SEAL

DECLARATION OF ELIZABETH SHNAYDER

I, ELIZABETH SHNAYDER, 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 the artist that created the Elizabeth Shnyder Work and am the owner of Elizabeth's Studio LLC ("Elizabeth's Studio"), the Plaintiff in this lawsuit. I make this declaration from matters within my knowledge save where otherwise stated.

3. I am an artist who produces works for hire for Plaintiff Elizabeth's Studio, which has earned a reputation in the home quilting and sewing industry as an innovative producer of high-quality cotton prints. Skillful adaptation of artwork into screen printed images is at the core of the popularity of prints from Elizabeth's Studio. The combination of great artwork with careful attention to detail and gifted colorization has produced many prints with a long sales life. Themes that have delighted our customers include landscapes, wildlife, pets, farm animals, sports, Native American designs, and our famous "Fruit Ladies." Elizabeth's Studio prints are sold to the retail trade through national and worldwide fabric distributors.

4. Elizabeth's Studio is the official source of fabric bearing the Elizabeth Shnayder Work:



<https://elizabethsstudio.com/>

5. Elizabeth's Studio is the owner of the copyright registration for the Elizabeth Shnayder copyrighted work identified by United States Copyright Registration No. VA 2-406-342 (the "Elizabeth Shnayder Work"). A true and correct copy of the copyright registration for the Elizabeth Shnayder Work is attached to the Complaint as **Exhibit 1**.









6. Elizabeth's Studio controls the quality of all materials and content that feature the distinctive Elizabeth Shnayder Work.




7. Substantial time, money, and other resources have been expended in developing, advertising, licensing, and otherwise promoting the Elizabeth Shnayder Work. As a result, the image is widely recognized and exclusively associated by consumers, the public, and the trade with Elizabeth's Studio.

8. The success of the Elizabeth Shnyder Work has resulted in significant infringement of Elizabeth's Studio's copyright. Consequently, an anti-pirating program has been implemented to investigate suspicious websites and online marketplace listings identified in proactive internet sweeps. Various marketplace listings have been identified on online platforms, including the internet stores identified in Schedule A attached to the Complaint ("Defendant Internet Stores"), which were offering for sale, selling, and importing unauthorized products bearing the Elizabeth Shnyder Work to consumers in this judicial district and throughout the United States.

9. I am aware of investigations related to internet-based infringement of the Tucson Collection - 497 Terracotta Work. The investigations show that Defendants are using the Defendant Internet Stores to sell infringing products from foreign countries such as China to consumers in the United States. I, or someone working under my direction, analyzed the Defendant Internet Stores and determined that products bearing the infringing Elizabeth Shnyder Works were being offered for sale to the United States, including Pennsylvania. The Defendants and their websites do not conduct business with Elizabeth's Studio or me and do not have the right or authority to use the copyright for any reason. While all Defendants sell products bearing infringements of the Elizabeth Shnyder Work, below is a side-by-side comparison of the Elizabeth Shnyder Work and examples of products being offered for sale by representative Defendants that have been reviewed and embody the copyrighted Elizabeth Shnyder Work:

Reg. Number	Title of Work	Copyrighted Work	Examples of Defendants' Product
VA 2-406-342	Tucson Collection - 497 Terracotta		 <p data-bbox="1143 674 1260 705">Def #1-7</p>
VA 2-406-342	Tucson Collection - 497 Terracotta		 <p data-bbox="1154 1136 1248 1167">Def #8</p>
VA 2-406-342	Tucson Collection - 497 Terracotta		 <p data-bbox="1138 1625 1268 1656">Def #9-12</p>

Reg. Number	Title of Work	Copyrighted Work	Examples of Defendants' Product
VA 2-406-342	Tucson Collection - 497 Terracotta		 <p data-bbox="1101 646 1300 678">Def #23-25, 33</p>
VA 2-406-342	Tucson Collection - 497 Terracotta		 <p data-bbox="1127 1045 1278 1077">Def #29-30</p>
VA 2-406-342	Tucson Collection - 497 Terracotta		 <p data-bbox="1013 1434 1398 1465">Def #39, 42-45, 142-144, 178</p>
VA 2-406-342	Tucson Collection - 497 Terracotta		 <p data-bbox="1084 1869 1321 1900">Def #93, 104, 108</p>

Reg. Number	Title of Work	Copyrighted Work	Examples of Defendants' Product
VA 2-406-342	Tucson Collection - 497 Terracotta		 <p data-bbox="1045 726 1357 758">Def # 119-124, 128-131</p>
VA 2-406-342	Tucson Collection - 497 Terracotta		 <p data-bbox="1013 1241 1393 1308">Def # 160, 162-167, 171-173, 184</p>

10. Monetary damages alone cannot adequately compensate Elizabeth’s Studio for the ongoing infringement because monetary damages fail to address the loss of control of and damage to Elizabeth’s Studio’s reputation, goodwill, and control over the nature of the derivative works made using Elizabeth’s Studio’s copyrighted material. Furthermore, monetary damages are difficult, if not impossible, to completely ascertain due to the inability to fully quantify the monetary damage caused to Elizabeth’s Studio’s reputation and goodwill by acts of infringement.

11. Elizabeth's Studio's goodwill and reputation are irreparably damaged when the Elizabeth Shnyder Work is used on unauthorized goods. Elizabeth's Studio is further irreparably harmed by the unauthorized use of the Elizabeth's Studio copyrighted material because infringers take away its ability to control the nature and quality of products bearing the Elizabeth Shnyder Work and derivative works.

12. Elizabeth's Studio is further irreparably damaged due to a loss of exclusivity. The copyright rights in the Elizabeth Shnyder Work are meant to be exclusive rights.

13. The marketing and distribution of the Elizabeth Shnyder Work and derivative works are aimed at growing and sustaining sales. When infringers use the Elizabeth Shnyder Work without authorization, the exclusivity associated with the Elizabeth Shnyder Work, as well as Elizabeth's Studio's reputation, are damaged and eroded, resulting in a loss of unquantifiable future sales.

14. Uncontrolled profiteering and pirating of the Elizabeth Shnyder Work creates the impression that the copyright rights associated with the Elizabeth Shnyder Work may be infringed with impunity. The Elizabeth Shnyder Work is distinctive and signifies to consumers that the products are authorized by Elizabeth's Studio and are manufactured to its high-quality standards. When infringers use the Elizabeth Shnyder Work on goods without authorization, the exclusivity of Elizabeth's Studio's products and reputation are damaged and eroded, resulting in a loss of unquantifiable future sales. The devaluing of the intellectual property associated with the Elizabeth Shnyder Work cannot be compensated for financially since it erodes Elizabeth's Studio's ability to monetize the Elizabeth Shnyder Work.

15. Elizabeth's Studio 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 that the foregoing is true and correct.

Executed on Apr 05, 2025

Elizabeth Shuayder

Elizabeth Shuayder

CERTIFICATE *of* SIGNATURE

REF. NUMBER
JAUG5-FSPDV-XWHF3-IDKB3

DOCUMENT COMPLETED BY ALL PARTIES ON
05 APR 2025 17:13:02 UTC

SIGNER

ELIZABETH SHNAYDER

EMAIL
ESHNAYDER@ELIZABETHSSTUDIO.COM

SHARED VIA
LINK

TIMESTAMP

SENT
04 APR 2025 11:12:06 UTC

VIEWED
04 APR 2025 13:53:54 UTC

SIGNED
05 APR 2025 17:13:02 UTC

SIGNATURE



IP ADDRESS
108.5.186.218

LOCATION
MILLTOWN, UNITED STATES

