

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

KELSEY MCNATT,

Plaintiff,

v.

LIMANJUN8868, *et al.*,

Defendants.

Case No.

FILED UNDER SEAL

DECLARATION OF KELSEY MCNATT

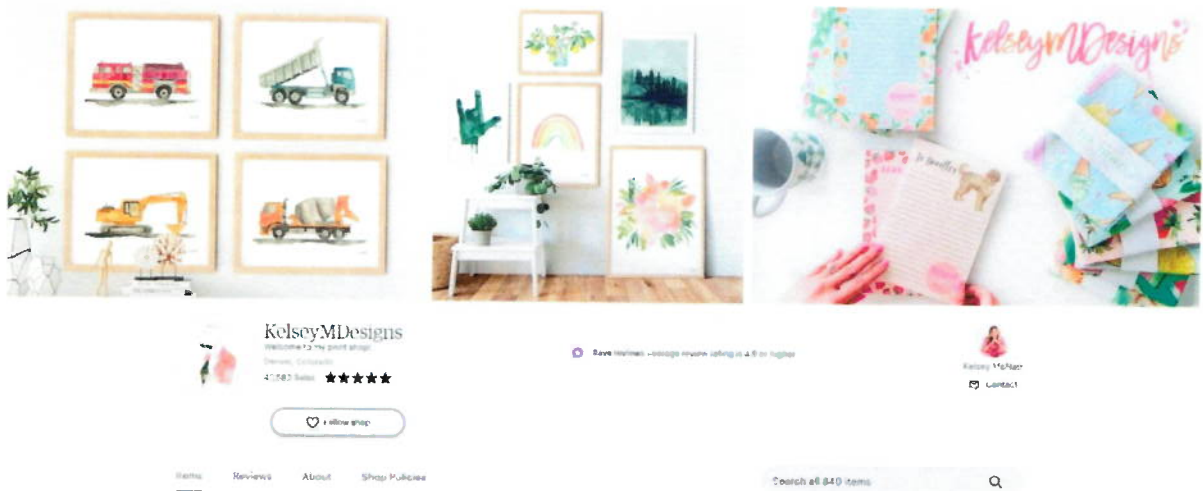
I, KELSEY MCNATT, declare and state as follows:

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 creates all the Kelsey McNatt Works and the Plaintiff in this lawsuit. I make this declaration from matters within my knowledge save where otherwise stated.

3. I am an artist and interior designer who produces work under the name “Kelsey McNatt” doing business as “KelseyMDesigns.” I graduated with a degree in interior design and work as a commercial interior designer. I rediscovered my passion for painting in 2013 and began creating art when away from work. I find inspiration for my art through traveling and seeing the world. I am proficient with watercolors and painting. My goal is to create meaningful and beautiful pieces that brighten up people’s spaces and provide a daily dose of inspiration and joy. My work has been featured in major retailers including Ikea, Target, Pottery Barn, West Elm, and Home Goods.

4. I am the official source of products associated with the Kelsey McNatt Works (the “Kelsey McNatt Products”):



<https://www.etsy.com/shop/kelseymdesigns/?etsrc=sdt>

5. I am the owner of the copyright registrations for the Kelsey McNatt copyrighted works, which include United States Copyright Registration Nos. VA 2-428-493; VA 2-428-497; VA 2-428-464; VA 2-428-540; VA 2-428-541; VA 2-428-491; VA 2-429-483; and VA 2-428-512 (the “Kelsey McNatt Works”). True and correct copies of the copyright registrations for the Kelsey McNatt Works are attached to the Complaint as **Exhibit 1**.




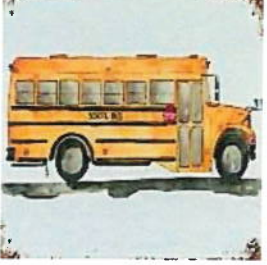
6. I control the quality of all materials and content that feature the distinctive Kelsey McNatt Works.









7. Substantial time, money, and other resources have been expended in developing, advertising, licensing, and otherwise promoting the Kelsey McNatt Works. As a result, the images are widely recognized and exclusively associated by consumers, the public, and the trade with my professional identity as an artist.





8. The success and acclaim of the Kelsey McNatt Works has resulted in significant infringement of my 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 multiple platforms, including the

internet stores identified in Schedule A attached to the Complaint (“Defendant Internet Stores”), which were offering for sale, selling, and/or importing unauthorized copies of the Kelsey McNatt Products to consumers in this judicial district and throughout the United States.

9. I am aware of investigations related to internet-based infringement of the Kelsey McNatt Works. The investigations show that Defendants are using the Defendant Internet Stores to sell infringing Kelsey McNatt 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 infringing Kelsey McNatt Products were being offered for sale to the United States, including Pennsylvania. The Defendants and their websites do not conduct business with me and do not have the right or authority to use the copyrights for any reason. Below is a side-by-side comparison of the Kelsey McNatt Works and examples of Defendants’ products reviewed that embody the copyrighted Kelsey McNatt Works:

Reg. Number	Title of Work	Copyrighted Work	Defendants’ Image
VA 2-428-493	Green Tractor		 <p data-bbox="1089 1398 1317 1461">Def #1-18, 68-73, 84-109</p>
VA 2-428-497	School Bus		 <p data-bbox="1097 1745 1317 1808">Def #19-31, 74, 110-131</p>

Reg. Number	Title of Work	Copyrighted Work	Defendants' Image
VA 2-428-464	Tropical Pineapple		 <p data-bbox="1110 531 1312 596">Def #32-43, 75, 132-134</p>
VA 2-428-540	Peace		 <p data-bbox="1073 1024 1338 1058">Def #44-50, 135-139</p>
VA 2-428-541	Painted Feathers		 <p data-bbox="1101 1287 1305 1320">Def #51-56, 140</p>
VA 2-428-491	Fall Golden Retriever		 <p data-bbox="1081 1535 1321 1598">Def #57-61, 76-83, 141-181</p>

Reg. Number	Title of Work	Copyrighted Work	Defendants' Image
VA 2-429-483	A Golden Christmas		 Def #62-64, 182-186
VA 2-428-512	Pink Tractor		 Def #65-67, 187-200

10. Monetary damages alone cannot adequately compensate me for the ongoing infringement because monetary damages fail to address the loss of control of and damage to my reputation, goodwill, and control over the nature of the derivative works made using my 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 my reputation and goodwill by acts of infringement.

11. My goodwill and reputation are irreparably damaged when the Kelsey McNatt Works are used on unauthorized goods. I am further irreparably harmed by the unauthorized use of the Kelsey McNatt copyrighted materials because infringers take away my ability to control the nature and quality of products bearing the Kelsey McNatt Works and derivative works.

12. I am further irreparably damaged due to a loss of exclusivity. The copyright rights in the Kelsey McNatt Works are meant to be exclusive rights.

13. The marketing and distribution of the Kelsey McNatt Works and derivative works are aimed at growing and sustaining sales. When infringers use the Kelsey McNatt Works without authorization, the exclusivity associated with the Kelsey McNatt Works, as well as my reputation, is damaged and eroded, resulting in a loss of unquantifiable future sales.

14. Uncontrolled profiteering and pirating of the Kelsey McNatt Works create the impression that the copyright rights associated with the Kelsey McNatt Works may be infringed with impunity. The Kelsey McNatt Works are distinctive and signify to consumers that products are authorized by me and are manufactured to my high-quality standards. The devaluing of the intellectual property associated with the Kelsey McNatt Works cannot be compensated for financially since it erodes my ability to monetize the Kelsey McNatt Works.

15. I 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 Jun 04, 2025

Kelsey McNatt

Kelsey McNatt