

April 17, 2026

VIA ELECTRONIC FILING (EDIS)

The Honorable Lisa R. Barton
Secretary
U.S. International Trade Commission
500 E Street, SW
Washington, DC 20436

RE: *Certain Energy Drinks and Labeling and Packaging Thereof*; Inv. No. 337-TA-

Dear Secretary Barton:

Enclosed for filing on behalf of Complainant Monster Energy Company (“Monster” or “Complainant”) are the following documents in support of Monster’s request that the Commission commence an investigation pursuant to Section 337 of the Tariff Act of 1930, as amended:

1. One (1) electronic copy of the verified Complaint and the Public Interest Statement. (19 CFR §§ 210.8(a)(1)(i) and 210.8(b));
2. One (1) electronic copy of Complainant’s letter requesting confidential treatment for the information contained in the Confidential Exhibit Nos. 6 and 10. (19 CFR §§ 210.5(d) and 201.6(b));
3. One (1) electronic copy of the Confidential Exhibit Nos. 6 and 10. (19 CFR §§ 210.8(a)(1)(ii) and 201.6(c));
4. One (1) electronic copy of the accompanying Non-Confidential exhibits and public versions of the Confidential Exhibits. (19 CFR §§ 210.8(a)(1)(i));

5. Certified versions of United States Trademark Registration Nos. 6,760,278, 6,451,182, 2,903,214 and 3,434,821 (the “Asserted Trademarks”) cited in the Complaint as Exhibits 1-4 and Appendices A-D. (19 CFR §§ 210.12(d)) have been ordered and one (1) electronic copy will be provided upon receipt; and

6. Certified versions of the prosecution history of United States Trademark Registration Nos. 6,760,278, 6,451,182, 2,903,214 and 3,434,821 (the “Asserted Trademarks”) cited in the Complaint as Appendices E-H. (19 CFR §§ 210.12(d)) have been ordered and one (1) electronic copy will be provided upon receipt.

Thank you for your attention to this matter. Please contact me if you have any questions.

Respectfully submitted,



Adam R. Hess
Counsel for Monster Energy Company

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The Honorable Lisa R. Barton
Secretary
U.S. International Trade Commission
500 E Street, SW
Washington, DC 20436

RE: *Certain Energy Drinks and Labeling and Packaging Thereof; Inv. No. 337-TA-*

Dear Secretary Barton:

In accordance with Commission Rules 201.6 and 210.5, Complainant Monster Energy Company (“Monster” or “Complainant”) respectfully requests confidential treatment of the business information contained in Exhibit Nos. 6 and 10 to the Complaint. A certification is provided below pursuant to 19 C.F.R §§ 201.06 and 210.5 requesting confidential treatment of Exhibit Nos. 6 and 10 (“Confidential Exhibits”).

The information for which confidential treatment is sought is proprietary commercial information not otherwise publicly available. Specifically, Exhibit 6 is a declaration that discusses proprietary and confidential business information of Complainant and Complainant’s investments in the domestic industry. Exhibit 10 is a trace report of Accused Products that contains proprietary and confidential business information of Complainant.

I certify that the information in the Confidential Exhibits qualifies as confidential business information pursuant to Commission Rules 201.6 because:

- a. it is not available to the public;
- b. unauthorized disclosure of such information could cause substantial harm to the competitive position of Complainant; and

- c. its disclosure could impair the Commission's ability to obtain information necessary to perform its statutory function.

Thank you for your attention to this matter. Please contact me if you have any questions.

Respectfully submitted,



Adam R. Hess
Counsel for Monster Energy Company

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of
CERTAIN ENERGY DRINKS AND
LABELING AND PACKAGING THEREOF

Investigation No. 337-TA-_____

COMPLAINANT’S STATEMENT REGARDING THE PUBLIC INTEREST

Complainant Monster Energy Company (“Complainant” or “Monster”) hereby submits this Statement Regarding the Public Interest pursuant to 19 C.F.R. § 210.8(b).

Complainant seeks a permanent general exclusion order barring from entry into the United States infringing energy drinks, including gray market energy drinks (“Accused Products”) that are manufactured for distribution and sale solely outside the United States and that bear Monster’s valuable U.S. registered trademarks (U.S. Reg. Nos. 6,760,278; 6,451,182; 2,903,214; and 3,434,821) (collectively the “Asserted Trademarks”), but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b), which require a conspicuous and legible label designed to remain on the product until the first point of sale to a retail consumer in the United States, and thus infringe the Asserted Trademarks under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1). Alternatively, Complainant seeks a permanent limited exclusion order excluding from entry into the United States Accused Products sold for importation, imported, or sold in the United States after importation by or on behalf of Gig Wholesale Corp.; The Elegant Inc.; Hamilton Trading Corp.; Pal Global Imports Inc.; Asia Link Inc.; Creative Trading; MBCH Solutions LLC; Simple Shipping Solutions LLC; JDC Trading Inc.; Apollo Produce LLC; 232 Barren Springs LLC; Sigmai (Asia) Limited Inc.; and Cats Media Inc. (collectively “Proposed Respondents”).

Complainant also seeks permanent cease and desist orders prohibiting the Proposed Respondents, their subsidiaries, related companies, and agents from importing, selling, offering for sale, advertising, marketing, distributing, transferring (except for exportation), soliciting United States agents or distributors, or aiding and abetting other entities in the importation, sale, offer for sale, advertising, marketing, distribution and transfer (except for exportation) of Accused Products in the United States.

Complainant also requests that the Commission requires an appropriate bond be posted for any activities otherwise covered by the requested remedies during the 60-day Presidential review period to prevent further injury to Monster and its domestic industry relating to Monster's Asserted Trademarks.

As discussed below, the remedies sought will not have an adverse effect on public health or welfare, competitive conditions in the United States' economy, production of like or directly competitive articles in the United States, or United States' customers. On the contrary, in almost all respects, the public interest will be served by the remedies sought in this investigation.

I. EXPLANATION OF HOW THE ARTICLES SUBJECT TO THE REQUESTED REMEDIAL ORDERS ARE USED IN THE UNITED STATES

The products potentially subject to remedial orders in the proposed investigation are gray market energy that are manufactured for distribution and sale solely outside the United States and that bear the Asserted Trademarks, but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b). As explained below, the Accused Products are materially different than energy drinks manufactured and distributed by Complainant ("Genuine Monster Energy Drinks"). Genuine Monster Energy Drinks are intended for sale and distribution in the United States, bear at least one of the Asserted Trademarks and are sold by Monster and its authorized distributors in the United States. Formulated and adapted for the United States market, Genuine

Monster Energy Drinks are premium energy drink beverages that are designed to meet the needs of consumers in the United States. Genuine Monster Energy Drinks are offered for sale in all 50 states and U.S. territories in gas stations, convenience stores, grocery stores, gyms, health food stores, independent stores, mass merchandisers such as Amazon, Costco, Wal-Mart, and Target, and drug stores such as CVS and Walgreens. The Accused Products in question are purchased by consumers who are likely confused, mistaken, or deceived into believing that the Accused Products are Genuine Monster Energy Drinks.

II. THE COMMISSION HAS A STRONG PUBLIC INTEREST IN PROTECTING IP

The ITC has made clear that the public interest rests in the protection of intellectual property rights.¹ That protection is to be denied in only limited situations.² The question with respect to the public interest is whether competing interests exist of such great significance regarding only the infringing and unfairly traded products that the strong public policy of protecting intellectual property rights must give way. As shown below, any public interest concerns invoked by this investigation concerning the Accused Products are insignificant compared to the countervailing interest of protecting Monster's intellectual property rights.

A. Exclusion of the Accused Products Would Not Implicate Public Health, Safety, or Welfare Concerns

Exclusion of the Accused Products would not raise any specific public health, safety, or welfare concerns. Moreover, the general availability of Genuine Monster Energy Drinks will not

¹ See, e.g., *Certain Digital Television Prods. & Certain Prods. Containing Same & Methods of Using Same*, Inv. No. 337-TA-617, Comm'n Op., at 9 (Aug. 23, 2009) ("Digital TV Products").

² See *Certain Baseband Processor Chips & Chipsets, Transmitter & Receiver (Radio) Chips, Power Control Chips, & Prods. Containing Same, Including Cellular Tel. Handsets*, Inv. No. 337-TA-543, Comm'n Op., at 153 (June 19, 2007) ("[T]he statute requires relief for an aggrieved patent holder, except in those limited circumstances in which the statutory public interest concerns are so great as to trump the public interest in enforcement of intellectual property rights.")

be affected. By contrast, for the reasons specified in more detail in the Complaint, exclusion of the Accused Products will markedly improve the health, safety, and welfare of U.S. consumers. For example, the Accused Products are gray market products that are manufactured and intended solely for distribution and sale outside of the United States that do not include the proper labeling statutorily required by 19 C.F.R. § 133.23(b). As these Accused Products still bear Monster's Asserted Trademarks, U.S. consumers are unaware that the Accused are physically and materially different from the Domestic Industry Products. For example, the Accused Products differ from Genuine Monster Energy Drinks in at least sugar, carb, sodium, and caloric content, product descriptions, warnings on the can, language of product content, symbols on the can, contact information, and measurement differences. A U.S. consumer's ability to understand the contents of and warnings related to consumable products like energy drinks is critical to the safe and effective use of the product, as well as consumer decisions regarding appropriate nutrition. The continued availability of the Accused Products in the United States and the Proposed Respondents' noncompliance with the statutory label requirements put the health of U.S. consumers at risk.

B. Like Articles are Available to Satisfy Demand for Excluded Accused Products

The Genuine Monster Energy Drinks are, and will continue to be, available through Monster's authorized distribution channels. Complainant certifies that it can make up any demand gap felt by the exclusion of the Accused Products with its Genuine Monster Energy Drinks. Thus, U.S. consumers will continue to have access to Genuine Monster Energy Drinks.

The availability of the Genuine Monster Energy Drinks will ensure that, even after the requested remedies are issued, U.S. consumers will still have the same choices with respect to

energy drinks. Accordingly, the issuance of the requested remedy will not result in any shortage in the United States.³

C. There is Sufficient Capacity to Replace Excluded Accused Products

Complainant has the capacity to replace the volume of Accused Products subject to the requested remedial orders within a commercially reasonable time. Monster has increased its capacity to manufacture Genuine Monster Energy Drinks, when necessary, and Monster expects to be able to continue to do so in the future. Therefore, there is no indication that excluding the Accused Products will harm the public interest via unmet demand.⁴

D. The Remedy Has No Relevant Public-Interest Impact on U.S. Consumers

As discussed above, even after the requested remedy is issued, customers may still purchase and will still have access to Genuine Monster Energy Drinks in the United States through Complainant's authorized distribution channels. Accordingly, the issuance of such relief will have no relevant public interest impact on U.S. Customers.⁵

III. CONCLUSION

For the foregoing reasons, the issuance of Monster's requested remedies will support the strong public interest in protecting intellectual property rights. No public-interest concerns preclude the issuance of the proposed remedies.

³ See *Digital TV Prods.*, Comm'n Op., at 15-16 (finding that any adverse effect on U.S. consumers resulting from remedy would be minimal, given the range of available products, and would not outweigh the benefit of protecting complainant's IPR).

⁴ See *Certain Optical Disk Controller Chips*, Inv. No. 337-TA-506, Comm'n Op., at 61 (Sept. 28, 2005) (issuing remedy where "there is no evidence that the U.S. demand for the covered products cannot be met by other entities, including the Complainants").

⁵ See *Digital TV Prods.*, Comm'n Op., at 15-16 (finding that any adverse effect on U.S. consumers resulting from remedy would be minimal, given the range of available products, and would not outweigh the benefit of protecting complainant's intellectual property rights).

Dated: April 17, 2026

Respectfully submitted,

By:



Adam R. Hess
Rachael Harris
Anna E. Fraser
SQUIRE PATTON BOGGS (US) LLP
2550 M Street, NW
Washington, D.C. 20037
Telephone: (202) 457-6000
Facsimile: (202) 457-6315

Counsel for Monster Energy Company

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of
CERTAIN ENERGY DRINKS AND
LABELING AND PACKAGING THEREOF

Investigation No. 337-TA-_____

**COMPLAINT UNDER SECTION 337
OF THE TARIFF ACT OF 1930, AS AMENDED**

Complainant:

Monster Energy Company
1 Monster Way
Corona, California 92879
Telephone: (951) 739-6200

Complainant's Counsel:

Adam R. Hess
Rachael Harris
Anna E. Fraser
SQUIRE PATTON BOGGS (US) LLP
2550 M Street, NW
Washington, DC 20037
Telephone: (202) 457-6000
Facsimile: (202) 457-6315

Proposed Respondents:

Gig Wholesale Corp.
3636 Erindale Drive, #101
Valrico, FL 33596, USA

The Elegant Inc.
41 Sri Bimbarama Road,
Piliyandala 10300, Sri Lanka

Hamilton Trading Corp.
2429 East Tremont Avenue 3
Bronx, NY 10461, USA

Pal Global Imports Inc.
265 S. Cottage Hill Avenue
Elmhurst, IL 60126, USA

Asia Link Inc.
32 Hill Street, Onehunga
Auckland, New Zealand 1061

Creative Trading
PO Box 471
Cedarhurst, NY 11516, USA

MBCH Solutions LLC
23404 Larkshire Street
Farmington Hills, MI 48336, USA

Simple Shipping Solutions LLC
23404 Larkshire Street
Farmington Hills, MI 48336, USA

JDC Trading Inc.

Plaza 100, Calle Principal El Ingenio
100 PI PB 4B
Panama City, Panama 07158

Apollo Produce LLC

10510 Rockley Road
Houston, TX 77099, USA

232 Barren Springs LLC

10510 Rockley Road
Houston, TX 77099, USA

Sigmai (Asia) Limited Inc.

6625 Miami Lakes Drive, #362
Miami Lakes, FL 33014, USA

Cats Media Inc.

233 Mt. Airy Road, #100
Basking Ridge, NJ 07920, USA

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EXHIBIT LIST

Exhibit No.	Designation	Description
1	Public	Trademark Registration No. 6,760,278
2	Public	Trademark Registration No. 6,451,182
3	Public	Trademark Registration No. 2,903,214
4	Public	Trademark Registration No. 3,434,821
5	Public	Exemplary Photos of Accused Products
6	Confidential	Confidential Declaration of Thomas J. Kelly
7	Public	Declaration of Bruce Kingsland
8	Public	Import Records
9	Public	Purchase Report of Accused Products
10	Confidential	Trace Report of Accused Products
11	Public	Exemplary Photos of Domestic Industry Products
12	Public	Exemplary Photos of Asserted Trademarks on Domestic Industry Products and Monster's Events, Website, and Socials
13	Public	Westlaw Precision's TTAB Dockets for "Monster Energy Company" (generated on March 12, 2026)
14	Public	Monster Annual Report 2025

PHYSICAL EXHIBIT LIST

Exhibit No.	Designation	Description
P-1	Public	Exemplary Domestic Industry Product Sample 1 (Monster Original Green 473mL)
P-2	Public	Exemplary Domestic Industry Product Sample 2 (Monster Zero Ultra 473mL)
P-3	Public	Exemplary Domestic Industry Product Sample 3 (Monster Mango Loco 473mL)
P-4	Public	Exemplary Accused Product Sample 1 (South Africa) (Monster Original Green 500mL)
P-5	Public	Exemplary Accused Product Sample 2 (Poland) (Monster Original Green 500mL)

Exhibit No.	Designation	Description
P-6	Public	Exemplary Accused Product Sample 3 (Serbia) (Monster Original Green 500mL)

APPENDICES¹

Appendix No.	Designation	Description
A	Public	Certified Copy of Trademark Registration No. 6,760,278
B	Public	Certified Copy of Trademark Registration No. 6,451,182
C	Public	Certified Copy of Trademark Registration No. 2,903,214
D	Public	Certified Copy of Trademark Registration No. 3,434,821
E	Public	Certified Copy of Prosecution History for Trademark Registration No. 6,760,278
F	Public	Certified Copy of Prosecution History for Trademark Registration No. 6,451,182
G	Public	Certified Copy of Prosecution History for Trademark Registration No. 2,903,214
H	Public	Certified Copy of Prosecution History for Trademark Registration No. 3,434,821

¹ Complainant has ordered certified copies of the registrations and prosecution histories for each Asserted Trademark. Complainant will file the certified copies with the Commission promptly upon receipt.

I. INTRODUCTION

1. Complainant Monster Energy Company (“Complainant” or “Monster”) respectfully requests that the United States International Trade Commission (“the Commission”) institute an investigation into violations of Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. §1337 (“Section 337”), based on the unlawful and unauthorized importation into the United States, sale for importation into the United States and/or sale within the United States after importation of certain gray market energy drinks and labeling and packaging thereof that are manufactured for distribution and sale solely outside the United States (“Accused Products” or “Nongenuine Products”) as well as unfair methods of competition and unfair acts committed in connection therewith. The Accused Products each bear Monster’s valuable U.S. registered trademarks (U.S. Reg. Nos. 6,760,278; 6,451,182; 2,903,214; and 3,434,821) (collectively, the “Asserted Trademarks”), but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b), which require a conspicuous and legible label designed to remain on the product *until the first point of sale to a retail consumer in the United States*. Thus, the Accused Products infringe the Asserted Trademarks under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

2. Proposed Respondents are Gig Wholesale Corp.; The Elegant Inc.; Hamilton Trading Corp.; Pal Global Imports Inc.; Asia Link Inc.; Creative Trading; MBCH Solutions LLC; Simple Shipping Solutions LLC; JDC Trading Inc.; Apollo Produce LLC; 232 Barren Springs LLC; Sigmai (Asia) Limited Inc.; and Cats Media Inc. (collectively “Proposed Respondents”).

3. Proposed Respondents have engaged in the unlawful importation, sale for importation, and/or sale within the United States after importation of Accused Products.

4. The domestic industry products in this Investigation are Monster Energy Drinks that are intended for distribution and sale in the United States, bear all of the Asserted Trademarks, and are sold by Monster and its authorized distributors throughout each of the fifty United States and U.S. territories (“Domestic Industry Products” or “Genuine Monster Energy Drinks”). As described herein, the Accused Products are physically and materially different than the Domestic Industry Products.

5. Each of the Accused Products bear the Asserted Trademarks owned by Complainant, yet differ from the Domestic Industry Products in many respects that are important to consumers as described in this Complaint. Importation and sale of these products creates confusion that harms Complainant, Complainant’s authorized distributors, and consumers.

6. Proposed Respondents, as well as other yet identified parties, have violated and continue to violate 19 U.S.C. § 1337(a)(1)(C) through and in connection with the unlicensed and unauthorized importation into the United States, sale for importation, and/or the sale within the United States after importation of the Accused Products, thereby infringing the Asserted Trademarks under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1). As described herein, Proposed Respondents’ violations have caused and continue to cause confusion, mistake, and/or deception to the public and constitute willful and deliberate trademark infringement, thereby significantly damaging the goodwill associated with Monster’s Asserted Trademarks.

7. As required by Section 337(a)(2) and defined in Section 337(a)(3)(A)-(B), a domestic industry exists in the United States through Monster’s investments in plant, equipment, labor, and capital relating to articles exploiting and marked by the Asserted Trademarks. These activities are set forth in more detail in Section VIII, *infra*, and in the Declaration of Thomas J. Kelly, attached as Exhibit 6 to this Complaint.

8. Pursuant to Section 337(d), Monster respectfully requests that the Commission enter a general exclusion order prohibiting entry into the United States of infringing energy drinks, including gray market energy drinks and labeling and packaging thereof that are manufactured for distribution and sale solely outside the United States and that bear the Asserted Trademarks, but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b), which require a conspicuous and legible label designed to remain on the product *until the first point of sale to a retail consumer in the United States*. As explained herein, Proposed Respondents have flagrantly violated U.S. laws and regulations in importing the Accused Products, show no signs of ceasing activity, and there are likely many more unidentified sources of the Accused Products. A general exclusion order is necessary to prevent the Proposed Respondents from utilizing their myriad methods, affiliates, and surrogates to circumvent limited exclusion orders directed to products of named Proposed Respondents because it is difficult to identify the source/importer of the Accused Products and there has been a pattern of Section 337 violations. In the alternative, Monster also seeks a limited exclusion order against each of the Proposed Respondents.

9. Pursuant to Section 337(f), Monster also respectfully requests that the Commission enter a permanent cease and desist order, prohibiting the sale, offer for sale, marketing, advertising, distribution, maintaining inventory, transferring (except for exportation), or solicitation of any sale of any Proposed Respondents' Accused Product in the United States, or aiding and abetting other entities to do the same.

10. Pursuant to Section 337(j), Monster also respectfully requests that the Commission require an appropriate bond be posted for any activities otherwise covered by the permanent general exclusion order, limited exclusions orders, and/or permanent cease and desist

orders during the 60-day Presidential review period to prevent further injury to Monster and its Domestic Industry relating to the Asserted Trademarks.

II. COMPLAINANT

11. Complainant Monster Energy Company (“Monster”) is a Delaware corporation with a principal place of business at 1 Monster Way, Corona, California 92879. Ex. 6, Confidential Declaration of Thomas J. Kelly (“Kelly Decl.”) at ¶ 6.

12. Monster is a subsidiary of Monster Beverage Corporation, which was originally founded in 1935 in California as a family business called Hansen’s. In the 1990s, Hansen’s, as a public company, expanded its beverage offerings to include energy drinks. Hansen’s changed its name to Monster Beverage Corporation in 2012 and started primarily offering energy drinks in 2015. Ex. 6, (Kelly Decl.) at ¶ 6.

13. Monster’s brands include its famous MONSTER[®], **MONSTER[®]**, and [®] (“The Claw”) trademarks that are used in connection with its MONSTER[®] line of energy drinks (collectively “Monster Energy Drinks”). Ex. 6 (Kelly Decl.) at ¶ 2.

14. Monster develops, manufactures, markets, and sells Monster Energy Drinks, which it launched as a brand in 2002 while still operating as Hansen’s. Ex. 6 (Kelly Decl.) at ¶ 7. Monster Energy Drinks all bear Monster’s now-famous Asserted Trademarks. *Id.* ¶¶ 15, 17. Examples of Monster Energy Drinks bearing all the Asserted Trademarks are included as Exhibits P-1, P-2, and P-3 with this complaint and images are found below.



15. Since 2003, Monster Energy Drinks have been sold in all 50 states and U.S. territories in gas stations, convenience stores, grocery stores, gyms, health food stores, independent stores, mass merchandisers such as Amazon, Costco, Wal-Mart, and Target, and drug stores such as CVS and Walgreens. Monster Energy Drinks are now sold by over 440,000 retail stores throughout the country. Ex. 6 (Kelly Decl.) at ¶ 11.

16. Currently, by unit volume and dollar value, Monster Energy Drinks are among the top two best-selling energy drinks in the United States and the second best-selling worldwide by dollar value. Ex. 6 (Kelly Decl.) at ¶ 10.

17. In 2016, Monster acquired its flavor house, American Fruits and Flavors LLC (“AFF”) for \$690 million. AFF supplies flavors for Monster Energy Drinks, including out of its headquarters in California. Ex. 6 (Kelly Decl.) at ¶ 8.

18. Monster is acknowledged as a leader in the industry receiving recognition and awards including, but not limited to: “Beverage Company of the Year” by *The Beverage Forum* in 2004 and again in 2006 and “Large Beverage Company of the Year” in 2009; *Forbes*’ “Top 200 Best Small Companies” in 2000, 2004, 2005, 2006, and 2007, ranking Monster as the #1 Best Small Company in 2005 and 2007, and the #2 Best Small Company in 2006; *Fortune*

Magazine's "100 Fastest Growing Companies" in 2005, 2006, 2007, and 2008, ranking Monster as the #2 Fastest Growing Company in 2006 and 2007; *Business Week's* "Hot Growth Companies" in 2005, 2006, and 2008, ranking Monster as the #2 Hot Growth Company in 2006 and the #1 Hot Growth Company in 2008; the Annual Packaging Global Design Award in 2002; "Liquid Refreshment Company of the Year" by *Beverage World* in 2012; "One of the Most Innovative Companies" by *Forbes* in 2014 and 2015; and Brand of the Year in 2017 at a sports media awards ceremony by online publisher *Cynopsis*. Ex. 6 (Kelly Decl.) at ¶ 14.

19. Monster's famous Monster Energy Drinks and the associated Asserted Trademarks that are used in connection with Monster Energy Drinks are well-known throughout the United States and internationally. Ex. 6 (Kelly Decl.) at ¶ 15.

20. The Domestic Industry Products are Monster Energy Drinks that are intended for distribution and sale in the United States, bear all of the Asserted Trademarks, and are sold by Monster and its authorized distributors in the United States ("Domestic Industry Products"). Ex. 6 (Kelly Decl.) at ¶ 17; Exhibits P-1, P-2, and P-3.

21. The Domestic Industry Products are manufactured and co-packed² within the United States, including at Monster's facilities in Phoenix, Arizona and Norwalk, California. Monster also contracts with numerous manufacturing and warehouse facilities in the United States for the Domestic Industry Products. Ex. 6 (Kelly Decl.) at ¶¶ 19-20.

² "Co-packing" in the beverage industry is short for "contract packing" and refers to the process of partnering with a third-party company (a co-packer) to handle the packaging and, often, production of the product. Co-packing allows businesses to outsource some or all of the production process to a specialized facility to bring the product to market. See <https://www.alcsource.com/blog/the-complete-guide-to-co-packing-what-it-is-and-why-it-matters-for-your-business> (last accessed March 3, 2026).

22. The Asserted Trademarks are frequently displayed together in advertising, promotions, point-of-sale (“POS”) displays, and other forms of marketing and sales. The Domestic Industry Products have been the subject of substantial and continuous advertising, marketing, and promotion for over 23 years. Ex. 6 (Kelly Decl.) at ¶¶ 34-43.

23. The Domestic Industry Products are unique to the U.S. market, and, consequently, as discussed in further detail below, materially differ from the Accused Products. Ex. 6 (Kelly Decl.) at ¶¶ 16-17, 23.

III. PROPOSED RESPONDENTS

24. The Proposed Respondents are not authorized to sell the Accused Products in the United States without the label statutorily required by 19 C.F.R. § 133.23(b). As required by 19 C.F.R. § 133.23(b), materially different goods that bear a genuine trademark applied under the authority of the U.S. owner must bear, either on the merchandise directly or its packaging, “a conspicuous and legible label *designed to remain on the product until the first point of sale to a retail consumer in the United States.*” *Id.* (emphasis added). This label must be in close proximity to the trademark and read: “This product is not a product authorized by the United States trademark owner for importation and is physically and materially different from the authorized product.” *Id.*

25. Upon information and belief, each Proposed Respondent has imported, sold for importation, or sold within the United States after importation one or more of the Accused Products.

A. Gig Wholesale Corp.

26. Upon information and belief, Gig Wholesale Corp. (“Gig Wholesale”) is a Florida company with its principal place of business located at 3636 Erindale Drive, #101, Valrico, FL 33596.

27. Upon information and belief, Gig Wholesale imports the Accused Products into the United States through various channels, including through shipper Horlys SP. Z O.O. and carriers Evergreen Line and DSV Ocean Transport A/S, and offers for sale and sells the Accused Products to consumers in the United States. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 25.

B. The Elegant Inc.

28. Upon information and belief, The Elegant Inc. (“Elegant”) is a Sri Lankan company located at 41 Sri Bimbarama Road, Piliyandala 10300, Sri Lanka.

29. Upon information and belief, Elegant imports the Accused Products into the United States through various channels, including through shipper Big Brands Group Spolka Z Organiczo and carrier Orient Overseas Container Line Ltd. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 26.

C. Hamilton Trading Corp.

30. Upon information and belief, Hamilton Trading Corp. (“Hamilton”) is a New York company located at 2429 East Tremont Avenue 3, Bronx, NY 10461.

31. Upon information and belief, Hamilton imports the Accused Products into the United States through various channels, including through shipper UR Warehouse Ltd. and carriers Oratel Networks and Hapag Lloyd AG. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 27.

D. Pal Global Imports, Inc.

32. Upon information and belief, Pal Global Imports, Inc. (“Pal Global”) is an Illinois company with its registered office located at 265 S. Cottage Hill Avenue, Elmhurst, IL 60126.

33. Upon information and belief, Pal Global imports the Accused Products into the United States through various channels, including through shipper P.P.H EWA-BIS SP. Z O.O.

and carrier Orient Overseas Container Line Ltd.. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 28.

E. Asialink (NZ) Limited

34. Upon information and belief, Asialink (NZ) Limited (“Asialink”) is a New Zealand corporation located at 32 Hill Street, Onehunga, Auckland, New Zealand 1061.

35. Upon information and belief, Asialink’s industry classification is “Grocery wholesaling – multiple product ranges” (F360110).

36. Upon information and belief, Asialink also does business as “Good Harvest,” which is a New Zealand Limited Company located at 55 Greendale Avenue, Avonhead, Christchurch, New Zealand 8042.

37. Upon information and belief, Asialink imports the Accused Products into the United States through various channels, including through Pilon International SP Z O.O. S.K and carrier Cargo Container Line Limited. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 29.

F. Creative Trading Corporation

38. Upon information and belief, Creative Trading Corporation (“Creative Trading”) is a New York company with a mailing address of PO Box 471, Cedarhurst, NY 11516.

39. Upon information and belief, Creative Trading imports the Accused Products into the United States through various channels, including through carrier Maersk Line. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 30.

G. MBCH Solutions LLC

40. Upon information and belief, MBCH Solutions LLC (“MBCH”) is a Michigan company located at 23404 Larkshire Street, Farmington Hills, MI 48336.

41. Upon information and belief, MBCH imports the Accused Products into the United States through various channels, including through shipper Global Brands International PTY) L and carrier Maersk Line. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 31.

H. Simple Shipping Solutions LLC

42. Upon information and belief, Simple Shipping Solutions LLC (“Simple Shipping”) is a Michigan company located at 23404 Larkshire Street, Farmington Hills, Michigan 48336.

43. Upon information and belief, Simple Shipping imports the Accused Products into the United States through various channels, including through shipper Global Brands International PTY) L and carrier Maersk Line. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 20, 32.

I. JDC Trading Inc.

44. Upon information and belief, JDC Trading Inc. (“JDC”) is a Panamanian company located at Plaza 100, Calle Principal El Ingenio, 100 PI PB 4B, Panama City, Panama 07158.

45. Upon information and belief, JDC imports the Accused Products into the United States through various channels, including through shipper AL Shamz Trading FZ-LLC and carrier Maersk Line. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 33.

J. Apollo Produce LLC

46. Upon information and belief, Apollo Produce LLC (“Apollo”) is a Texas company located at 10510 Rockley Road, Houston, TX 77099-3512.

47. Upon information and belief, Apollo imports the Accused Products into the United States through various channels, including through carrier Maersk Line. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 34.

K. 232 Barren Springs LLC

48. Upon information and belief, 232 Barren Springs LLC (“Barren Springs”) is a Texas company located at 10510 Rockley Road, Houston, TX 77099-3512.

49. Upon information and belief, Barren Springs imports the Accused Products into the United States through various channels, including through carrier Hapag Lloyd AG. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 35.

L. Sigmai (Asia) Limited Inc.

50. Upon information and belief, Sigmai (Asia) Limited Inc. (“Sigmai”) is a Florida company located at 6625 Miami Lakes Drive, #362, Miami Lakes, FL 33014.

51. Upon information and belief, Sigmai imports the Accused Products into the United States through various channels, including through NWS Shipping BV and carrier China Ocean Shipping Company, and offers for sale and sells the Accused Products to consumers in the United States. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 36.

M. Cats Media Inc.

52. Upon information and belief, Cats Media Inc. (“Cats”) is a New Jersey company located at 233 Mt. Airy Road, #100, Basking Ridge, NJ 07920.

53. Upon information and belief, Cats imports the Accused Products into the United States through various channels, including through AL Shamz Trading FZ-LLC and carrier Maersk Line, and offers for sale and sells the Accused Products to consumers in the United States. *See* Ex. 8 (Import Records); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 20, 37.

IV. THE ASSERTED TRADEMARKS

54. Monster’s success as a top-selling energy drink company and brand in the United States is partly attributed to its unique brand image, which it has accomplished through using the Asserted Trademarks for the Domestic Industry Products. The Asserted Trademarks are also prominently displayed in Monster’s marketing, advertising, and promotional activities, including at sporting, cultural, or other events hosted or sponsored by Monster to promote the Domestic Industry Products in the United States. Ex. 6 (Kelly Decl.) at ¶¶ 25, 34-35, 39-40, 42.

55. Monster has sought to protect its valuable trademark rights through various means, including filing federal trademark applications to register such trademarks. Monster is the registered owner of at least 200 valid and enforceable trademarks on the Principal Register of the United States Patent and Trademark Office (“USPTO”) as of the filing date of this Complaint. Ex. 6 (Kelly Decl.) at ¶ 44.

56. Of Monster’s registered trademarks, at least the following marks are found on the Accused Products: MONSTER®, ®, and ® (“The Claw”) (collectively, the “Asserted Trademarks”). A chart detailing the Asserted Trademarks is included below:

Asserted Trademark	U.S. Reg. No.	Reg. Date	Primary Class	Goods/Services
MONSTER	6,760,278	Jun. 14, 2022	32	Energy drinks; Fruit drinks; Soft drinks; Sports drinks
	6,451,182	Aug. 17, 2021	32	Non-alcoholic beverages, namely, soft drinks, energy drinks, sports drinks, and fruit juice drinks

 “The Claw”	2,903,214	Nov. 16, 2004	32	Drinks, namely, carbonated soft drinks, carbonated drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, carbonated and non-carbonated energy or sports drinks, fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, [and water;]*but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not.*
 “The Claw”	3,434,821	May 27, 2008	5	Nutritional supplements.

57. Under 15 U.S.C. § 1065, U.S. Registration Nos. 2,903,214 and 3,434,821 (“The Claw”) are incontestable.

58. The Asserted Trademarks appear on packaging and advertisements for the Domestic Industry Products and let consumers know that these products are authentic Monster Energy Drinks manufactured for U.S. consumers.

59. The Domestic Industry Products prominently practice all of the Asserted Trademarks. Ex. 6 (Kelly Decl.) at ¶ 25. Images of all the Asserted Trademarks on a sampling of Domestic Industry Products are shown below:



60. Purchasers and consumers in the United States recognize the Asserted Trademarks and associate such proprietary indicia exclusively with Monster and the Domestic Industry Products with which they are familiar. Monster has acquired a valuable reputation and goodwill among the U.S. public due to this customer association. Ex. 6 (Kelly Decl.) at ¶ 32.

61. Monster Energy Drinks are also sold in the vast majority of countries throughout the world. The specific packaging and labeling on Monster Energy Drinks depends on where it is intended for distribution and sale in order to comply with that country's specific labeling and regulatory requirements. Importantly, the Domestic Industry Products materially differ from those that are intended for distribution and sale in other countries. Ex. 6 (Kelly Decl.) at ¶¶ 16-17, 23.

62. To further protect Monster's valuable goodwill associated with the Asserted Trademarks and to inform U.S. consumers, Monster also applied for and received Lever-Rule protection to try to stop illegal importation of certain products bearing the Asserted Trademarks that are intended only for distribution and sale outside the United States. Ex. 6 (Kelly Decl.) at ¶¶ 21-22.

63. Monster has licensed the Asserted Trademarks to the entities identified in Exhibit K to the Confidential Kelly Declaration. Ex. 6 (Kelly Decl.) at ¶ 50.

64. Monster has not licensed, or otherwise consented to, the use of the Asserted Trademarks or any confusingly similar marks by any of the Proposed Respondents identified in this Complaint. Ex. 6 (Kelly Decl.) at ¶ 24.

V. THE PRODUCTS AT ISSUE

65. In accordance with Commission Rules 210.10(b)(1) and 210.12(a)(12), Monster identifies the products at issue as gray market energy drinks and labeling and packaging thereof that are manufactured for distribution and sale solely outside the United States and that bear the Asserted Trademarks, but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b), which require a conspicuous and legible label designed to remain on the product *until the first point of sale to a retail consumer in the United States*.

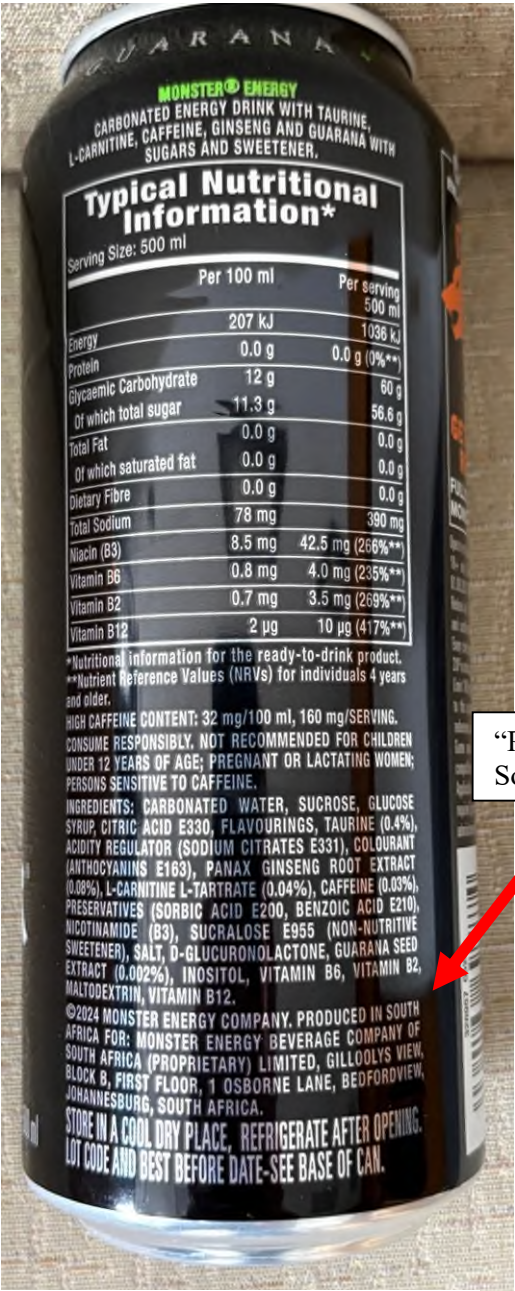
66. The Domestic Industry Products in this investigation are Genuine Monster Energy Drinks, which are premium energy drinks, that are intended for distribution and sale in the United States, that bear all of the Asserted Trademarks, and that are sold by Monster and its authorized distributors in the United States. *See* Ex. P-1; P-2; and P-3 (Exemplary Domestic Industry Product Samples).

67. The Accused Products in this investigation are gray market Monster Energy Drinks and labeling and packaging thereof, that are manufactured for distribution and sale solely outside the United States and that bear the Asserted Trademarks, but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b), which require a conspicuous and legible label designed to remain on the product *until the first point of sale to a retail consumer in the United States*. Despite bearing Monster's Asserted Trademarks, the Accused Products are materially different from the Domestic Industry Products and lack proper labeling for distribution and sale in the United States. Examples of Accused Products that have been

imported at various times by the Proposed Respondents and other unidentified importers and distributors are depicted in Exhibit 5 hereto. *See also* Ex. P-4; P-5; and P-6 (Exemplary Accused Product Samples).

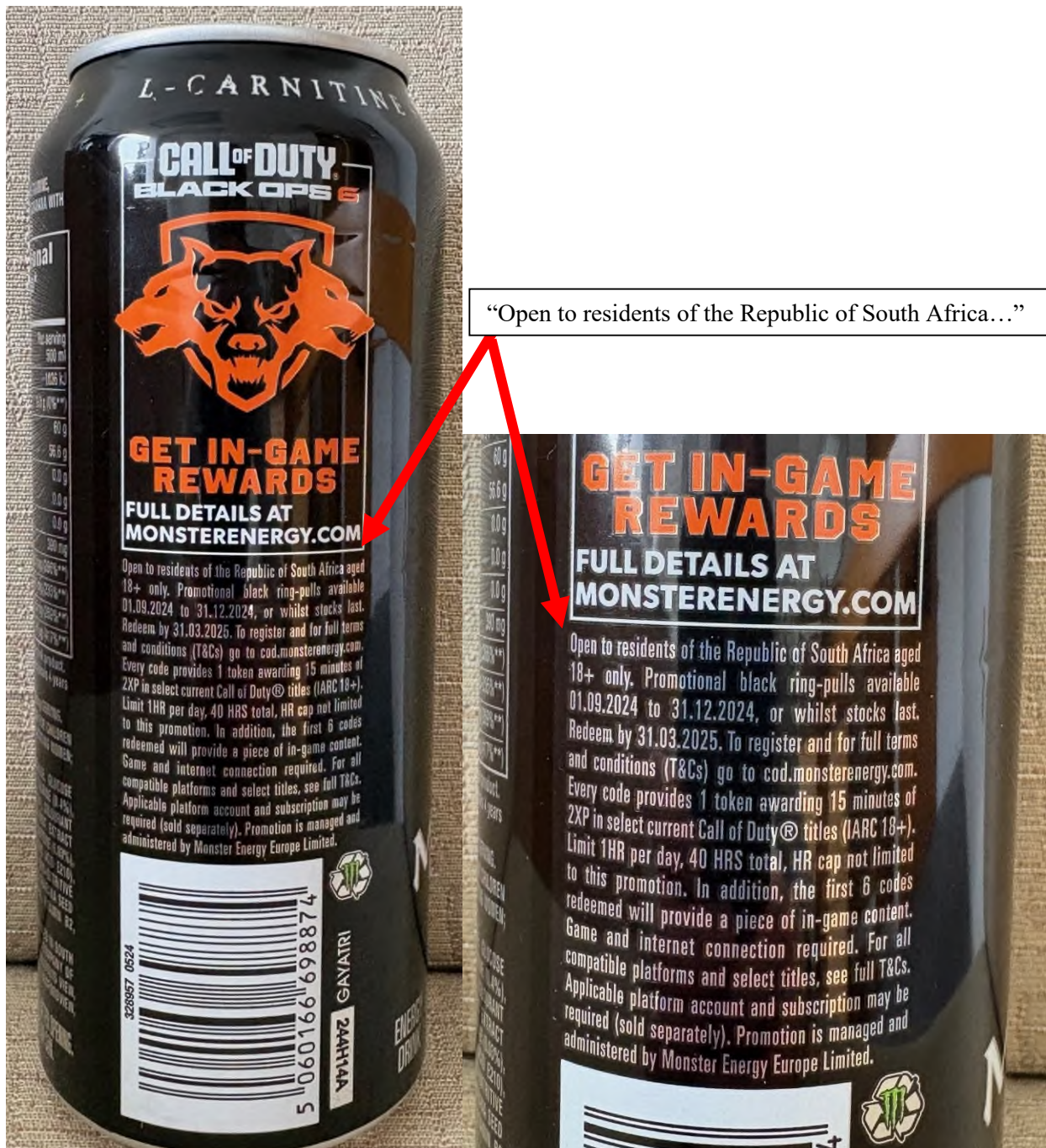
68. Some Accused Products are produced in South Africa for distribution and sale outside of the United States. For example, the Accused Product shown below was purchased at Gulf Express (Route 76 Gas) located at 46 Route 9, Manalapan, New Jersey 07726. *See* Ex. P-4 (Accused Product Sample 1); Ex. 9 (Purchase Report); Ex. 10 (Trace Report); Ex. 6 (Kelly Decl.) at Ex. D. As identified in the Trace Report, this Accused Product was produced in South Africa and is not intended for distribution and sale in the United States. Ex. 6 (Kelly Decl.) at Ex. D; Ex. 10 (Trace Report).

Accused Products Produced in South Africa for Distribution and Sale Outside of U.S.:



“Produced in South Africa”

**Accused Products Produced in South Africa for Distribution and Sale Outside the U.S.
See, e.g., Ex. P-4 (Accused Product Sample 1).**



Accused Products Produced in South Africa for Distribution and Sale Outside the U.S.
See, e.g., Ex. P-4 (Accused Product Sample 1).

69. Some Accused Products are produced in Poland for distribution and sale outside of the United States. For example, the Accused Product shown below was purchased at Palisades News located at 1 Palisades Center Dr., W. Nyack, New York 10994. *See* Ex. P-5 (Accused

Product Sample 2); Ex. 9 (Purchase Report); Ex. 10 (Trace Report); Ex. 6 (Kelly Decl.) at Ex. D.

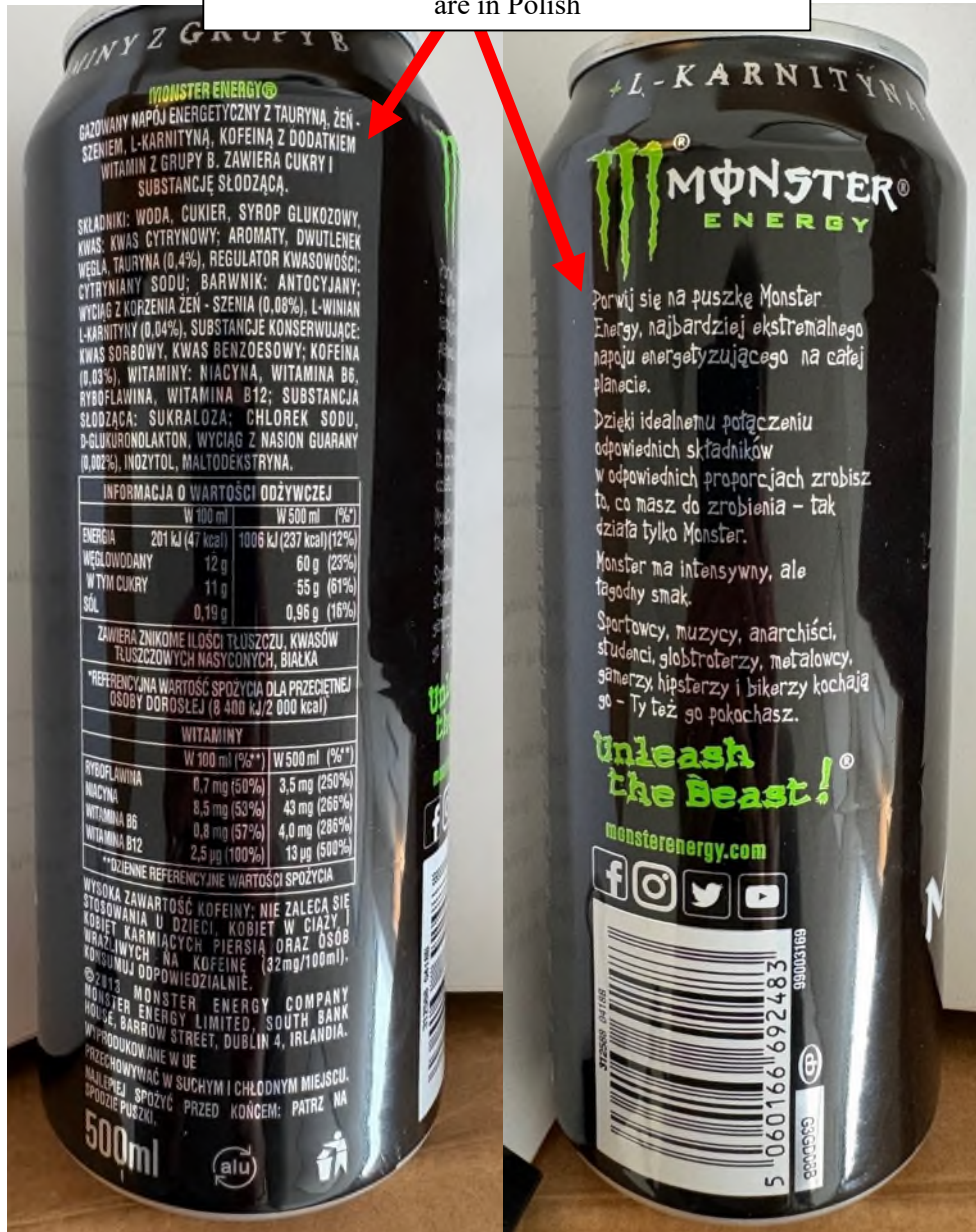
As identified in the Trace Report, this Accused Product is produced in Poland and is not intended for distribution and sale in the United States. Ex. 6 (Kelly Decl.) at Ex. C; Ex. 10 (Trace Report).

Accused Products Produced in Poland for Distribution and Sale Outside of U.S.:



*Accused Products Produced in Poland for Distribution and Sale Outside the U.S.
See, e.g., Ex. P-5 (Accused Product Sample 2).*

Ingredients, Nutrition Facts, and Description
are in Polish

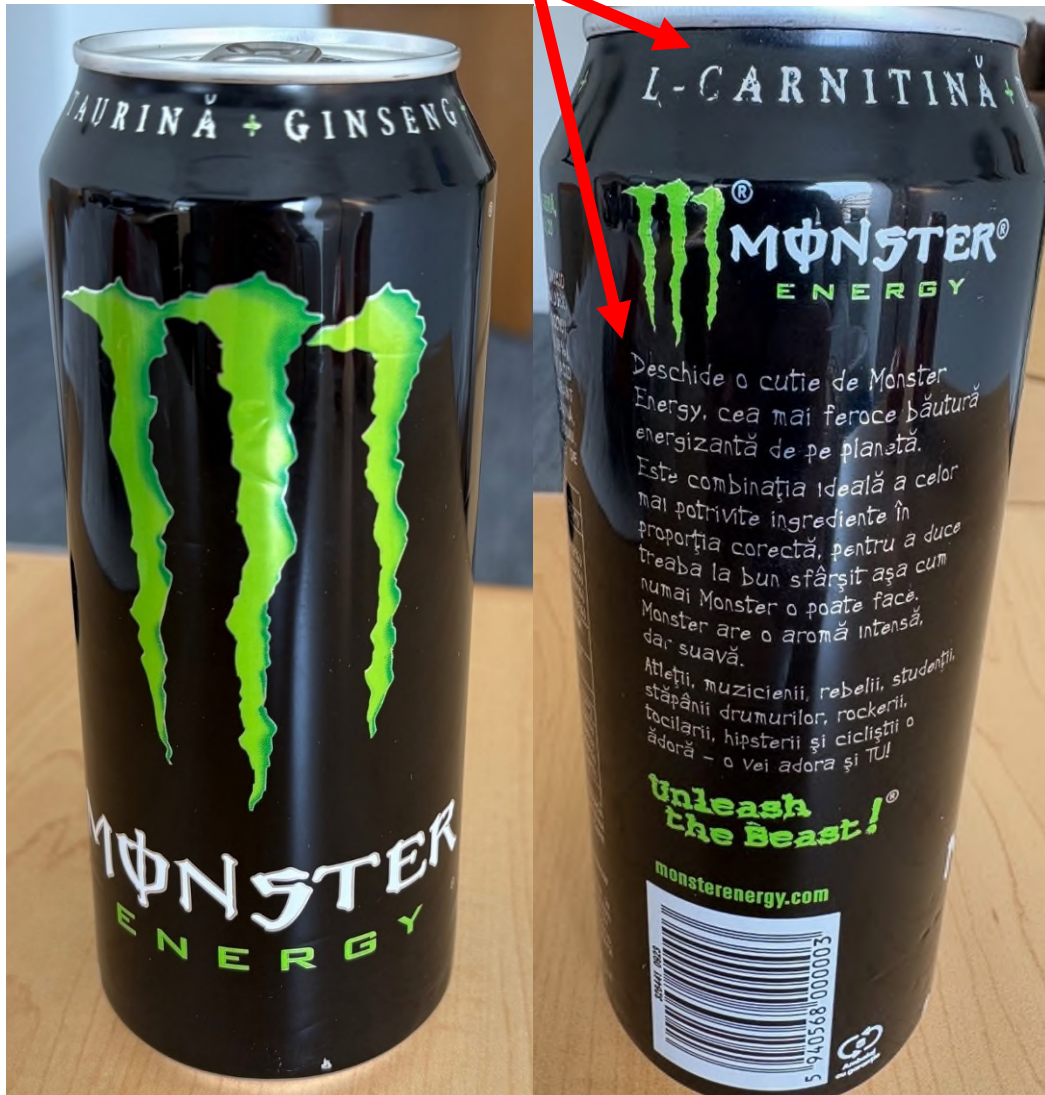


**Accused Products Produced in Poland for Distribution and Sale Outside the U.S.
See, e.g., Ex. P-5 (Accused Product Sample 2).**

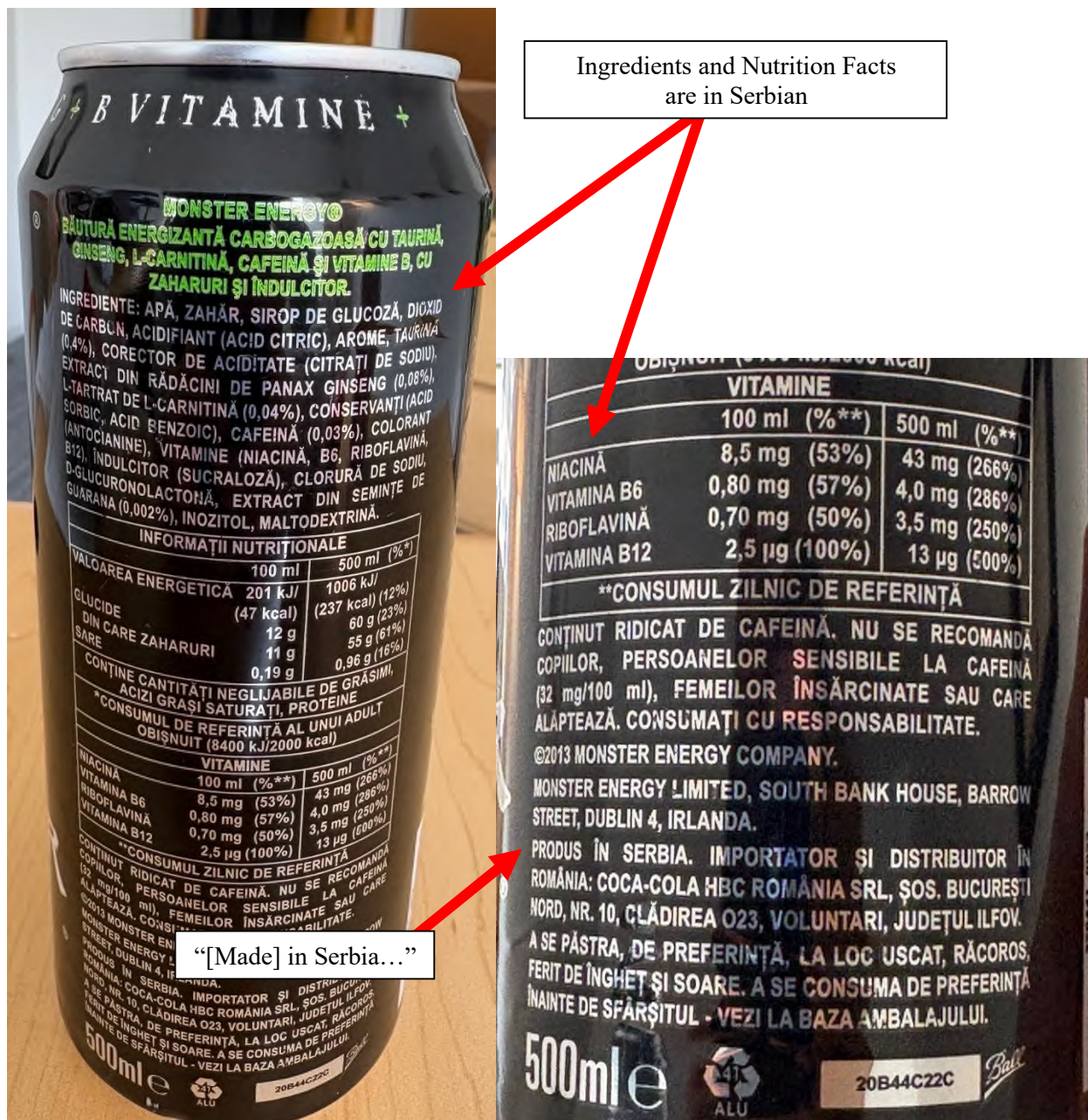
70. Some Accused Products are produced in Serbia for sale outside of the United State. For example, the Accused Product shown below was purchased at Lai Fu 88 Grocery located at 2102 Bath Avenue, Brooklyn, New York 11214. *See* Ex. 9 (Purchase Report); Ex. 10 (Trace Report). As identified in the Trace Report, this Accused Product is produced in Serbia and is not intended for distribution and sale in the United States. Ex. 10 (Trace Report).

Accused Products Produced in Serbia for Distribution and Sale Outside of U.S.:

Rim and Description are in Serbian



***Accused Products Produced in Serbia for Distribution and Sale Outside the U.S.
See, e.g., Ex. P-6 (Accused Product Sample 3).***



Accused Products Produced in Serbia for Distribution and Sale Outside the U.S.
See, e.g., Ex. P-6 (Accused Product Sample 3).

71. The Accused Products at issue in this investigation appear in the United States as gray market energy drinks that are manufactured for distribution and sale outside the United States and that bear the Asserted Trademarks, but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b), which require a conspicuous and legible label designed to remain on the product *until the first point of sale to a retail consumer in the United States*.

Because these Accused Products still bear the Asserted Trademarks, U.S. retail consumers are unaware that the Accused Products are not authorized by Monster for importation into and sale in the United States, and that they are physically and materially different from the Domestic Industry Products.

72. The importation, distribution, and sale of the Accused Products by Proposed Respondents and other unidentified importers and distributors is likely to cause confusion among consumers and purchasers as to the source, nature, and/or approval for sale of these products, as the Accused Products are materially different from the authorized Domestic Industry Products, and yet bear many of the same Asserted Trademarks as the Domestic Industry Products.

73. Monster's Lever-Rule Applications provide the physical and material differences, both individually and in combination, between the Accused Products at issue in the investigation and the Domestic Industry Products. *See* Ex. 6 (Kelly Decl.) at ¶ 23. These physical and material differences, in addition to the Proposed Respondents' noncompliance with the statutory label required for sale in the United States, threaten Monster's valuable goodwill that it spent millions of dollars to establish and expends significant resources to maintain, as detailed in Part VIII, *infra*, and threaten to harm Monster's relationship with its authorized U.S. distributors and consumers. *Id.* ¶¶ 21, 23, 26.

74. For example, charts showing the physical and material differences between the Accused Products and the Domestic Industry Products are shown below. *See also* Ex. 6 (Kelly Decl.) ¶ 23.

Comparison of Beverages Produced in Poland for Distribution and Sale Outside US		
	Domestic Industry Products	Accused Products (Poland)
Photo of Can		
Physical, Operational, and Performance Differences	Can size: 16 fl. oz. (473mL)³ <u>Nutrition per 16 fl. oz. (480mL) can:</u> Sugar: 54g Carb: 58g Sodium: 0.37mg Calories: 230	Can size: 500mL <u>Nutrition per 500mL can:</u> Sugar: 60g Carb: 55g Sodium: .96g Calories: 237
Language, Symbol, & Warning Differences	Caffeine-sensitivity recommendation U.S. Nutrition Fact format No European symbols	High caffeine content warning Nutrition facts, ingredient list, warnings, and other product information in Polish Contains Europe-specific symbols: CEN Aluminum Recycling Symbol and Tidyman Symbol
Product Code Differences	UPC code meets U.S. retailer scanner requirements	No UPC code; European EAN code does not work with U.S. retailer scanners
U.S. Contact Information Differences	U.S. contact information provided	No U.S. contact information provided
Measurement Differences	Net volume content in both U.S. and metric units	Net volume content in metric units only

³ Recently, Monster also began selling a 12 fl. oz. (355 mL) can.

Comparison of Beverages Produced in South Africa for Distribution and Sale Outside US		
	Domestic Industry Products	Accused Products (South Africa)
Photo of Can		
Physical, Operational, and Performance Differences	Can size: 16 fl. oz. (473mL) <u>Nutrition per 16 fl. oz. (480mL) can:</u> Sugar: 54g Carb: 58g Sodium: 0.37mg Calories: 230	Can size: 500mL <u>Nutrition per 500mL can:</u> Sugar: 55.2g Carb: 60g Sodium: .385g Calories: ~240 (1006kJ)
Label Content & Warning Differences	Caffeine-sensitivity recommendation U.S. Nutrition Fact format No storage, refrigeration, or best-before statements Differing product descriptions	High Caffeine Content labels South African Typical Nutritional Information format, including references to “ready-to-drink product” measurements and “Nutrient Reference Values” not used in U.S. counterpart Storage, refrigeration, and best-before statements Differing product descriptions
Product Code Differences	UPC code meets U.S. retailer scanner requirements	No UPC code; EAN code does not work with U.S. retailer scanners
U.S. Contact Information Differences	U.S. contact information provided	No U.S. contact information provided
Measurement Differences	Net volume content in both U.S. and metric units	Net volume content in metric units only

Comparison of Beverages Produced in Serbia for Distribution and Sale Outside US		
	Domestic Industry Products	Accused Products (Serbia)
Photo of Can		
Physical, Operational, and Performance Differences	Can size: 16 fl. oz. (473mL)	Can size: 500mL <u>Nutrition per 500mL can:</u> Sugar: 55g Carb: 60g Sodium: 0,96g Calories: ~240 (1006kJ)
Label Content & Warning Differences	Caffeine-sensitivity recommendation U.S. Nutrition Fact format No storage, refrigeration, or best-before statements Differing product descriptions	Label is not in English
Product Code Differences	UPC code meets U.S. retailer scanner requirements	No UPC code; EAN code does not work with U.S. retailer scanners
U.S. Contact Information Differences	U.S. contact information provided Social media identifiers	No U.S. contact information provided

75. As indicated above, many of the Accused Products do not include the U.S. contact information for Monster, which can be used to contact Monster in the United States. Instead,

they only include contact information for a foreign Monster location, which is generally not useful for U.S. consumers. *See* Ex. 6 (Kelly Decl.) at ¶ 23. This negatively impacts U.S. consumers who purchase the Accused Products in the United States and wish to contact Monster to, for example, report a defective product, complain or provide feedback about a product, or ask questions about nutrition facts, ingredients, recalls, refunds, warranties, safety, or environmental issues (and relevant symbols) relating to a product. U.S. Customs and Border Protection and the ITC have regularly found differences relating to company contact information and quality control to be material differences that support an infringement finding. *See, e.g., Monster*, 54 Cust. B. & Dec. 33, 3–4 (August 26, 2020) (finding material differences in contact information); *Freestyle*, 51 Cust. B. & Dec. 4, 2-3 (Jan. 25, 2017) (“lack a United States toll-free hotline number for consumer questions or complaints”); *La Costeña*, 48 Cust. B. & Dec. 13, 1-2 (Mar. 14, 2014) (gray market pepper products differ physically and materially from correlating authorized products with respect to contact information); *Downy*, 47 Cust. B. & Dec. 28, 105-06 (May 21, 2013) (“lack a United States toll-free hotline number for consumer questions or complaints”); *Red Bull*, 44 Cust. B. & Dec. 5, 18-19, 2010 WL 342561 (Jan. 11, 2010) (“absence of United States quality control information” on gray market product); *In the Matter of Certain Energy Drink Products*, Inv. No. 337-TA-678, 2010 WL 1502174, *16 (Mar. 30, 2010) (gray market product lacked U.S. toll-free number, featuring contact information of foreign countries instead).

VI. PROPOSED RESPONDENTS’ UNLAWFUL AND UNFAIR ACTS

A. Gray Market Infringement

76. The Accused Products cannot be sold in the United States without the label statutorily required by 19 C.F.R. § 133.23(b). As required by 19 C.F.R. § 133.23(b), materially different goods that bear a genuine trademark applied under the authority of the U.S. owner must

bear, either on the merchandise directly or its packaging, “a conspicuous and legible label designed to remain on the product until the first point of sale to a retail consumer in the United States.” *Id.* (emphasis added). This label must be in close proximity to the trademark and read: “This product is not a product authorized by the United States trademark owner for importation and is physically and materially different from the authorized product.” *Id.*

77. The specific instances of importation of gray market Monster Energy Drinks set forth below are only a representative sample of unlawful imports of infringing products. On information and belief, a number of entities, including the Proposed Respondents import, sell for importation and/or sell after importation gray market Monster Energy Drinks that physically and materially differ from the Domestic Industry Products and that are not properly packaged and labeled for distribution and sale in the United States. The Accused Products bear the Asserted Trademarks and are considered “restricted gray market articles” under 19 C.F.R. § 133.23(a).

78. Import Records show that each Proposed Respondent imports products including “Monster Energy Drink” and “Monster Energy Green” into the United States, including into New York and New Jersey. *See* Ex. 8 (Import Records). Despite describing the products as having “Lever labels,” Complainant understands and believes that these descriptions are misleading in that the alleged Lever labels are applied to the shipment’s external packaging (*e.g.*, shrink wrap) instead of the product (*e.g.*, the can) itself. ” *See* Ex. 7, Declaration of Bruce Kingsland (“Kingsland Decl.”) at ¶ 9. This practice does not comply with the statutory labeling requirements under 19 C.F.R. § 133.23(b) because any Lever label on the shipment’s external packaging is removed before the first point of sale to a retail consumer in the United States. *See* 19 C.F.R. § 133.23(b) (label must be “designed to remain on the product until the first point of sale to a retail consumer in the United States”).

79. Based on the Import Records, Monster purchased Monster Energy Drinks from stores in the New York and New Jersey area. *See* Ex. 9 (Purchase Report); Ex. 7 (Kingsland Decl.) at ¶¶ 14-16, 20.

80. Using each purchased product's information, such as the product packaging, markings, labeling, and UPC codes, Monster generated a "Trace Report" that traced each product to its country of origin. Ex. 7 (Kingsland Decl.) at ¶¶ 11, 17-18, 21; Ex. 10 (Trace Report).

81. The Trace Report confirmed that the purchased Accused Products were manufactured outside the United States for sale outside the United States. The Accused Products were imported into the United States, but did not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and that the product is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶¶ 17-22; Ex. 10 (Trace Report).

82. Monster has taken numerous legal steps described herein to combat these unlawful imports, but has been unsuccessful in its efforts. For example, Monster has applied for and received Lever-rule protection against gray market articles based on their physical and material differences, pursuant to 19 C.F.R. § 133.2(e). *See* Ex. 6 (Kelly Decl.) at ¶¶ 21-22. However, as evidenced by Monster's recent purchases of Accused Products, its Lever-Rule protection efforts have been unsuccessful. *See id.*

83. Based on information and belief, the Proposed Respondents fail to comply with the 19 C.F.R. § 133.23(b) labeling requirements for gray market goods and, therefore, importation of such products into the United States infringes one or more of the Asserted Trademarks. Moreover, because the Accused Products do not comply with these statutorily mandated labeling requirements, these products give U.S. retail consumers the false impression

that the product they are purchasing is a Domestic Industry Product when, in fact, the products they are purchasing are materially and physically different in many respects and infringe on Monster's Asserted Trademarks.

84. Based on information and belief, the Proposed Respondents' acts have been committed deliberately and willfully, with knowledge of Monster's exclusive rights and goodwill in the Asserted Trademarks, and of the infringing nature of the marks when used in connection with the Accused Products, as well as with bad faith and the intent to cause confusion, or to cause mistake and/or to deceive U.S. consumers.

85. Due to the Proposed Respondents and other unidentified importers and distributors' trademark infringement, Monster has suffered and will continue to suffer substantial and irreparable injury, loss, and damage to its rights in and to the Asserted Trademarks, as well as the valuable goodwill associated therewith that Monster has spent decades investing in. Moreover, in addition to causing confusion among consumers and purchasers as to the source, nature, and/or approval for sale of the Accused Products, these actions threaten to harm Monster's relationship with its authorized U.S. distributors.

86. The Proposed Respondents and other unidentified importers and distributors' use of the Asserted Trademarks has caused and continues to cause confusion, mistake and/or deception to the public and constitutes willful and deliberate trademark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114(1). Monster therefore seeks the relief requested in this action.

B. Import Records Identify the Proposed Respondents as Importers

87. On information and belief, the Proposed Respondents import the Accused Products into the United States. An ImportGenius report generated on June 12, 2025, identified the Proposed Respondents as importing Accused Products—described on the Import Records as

“Monster Energy Drink” or a similar variation—into the United States’ ports for the New York/Newark, New Jersey area; New York, New York; Houston, Texas; and Miami, Florida from at least the following foreign countries: Germany, the Netherlands, United Kingdom, Poland, Spain, The Bahamas, South Africa, and Morocco. *See* Ex. 8 (Import Records) at Columns A (“Product Description”), B (“Importer”), H (“US Port”), and J (“Country of Origin”); Ex. 7 (Kingsland Decl.) at ¶¶ 14-21.

88. On September 29, 2025, a second ImportGenius report was generated to capture importations of Accused Products into the United States from June 12, 2025, to September 29, 2025. Again, this report identified the Proposed Respondents as importing Accused Products into the United States’ ports for the New York/Newark, New Jersey area; New York, New York. *See* Ex. 8 (Import Records) at Column B on page 4 (“Importer”) (identifying Cats Media Inc. and Simple Shipping Solutions LLC); Ex. 7 (Kingsland Decl.) at ¶¶ 20.

89. As explained in the Kingsland Declaration, ImportGenius records identify, *inter alia*, the product description, the importer, the importer entity, the shipper, the arrival date, the foreign port of departure, the US port, the vessel name, the container number, container type, and quantity, the bill of lading number, and the place of receipt. Ex. 7 (Kingsland Decl.) at ¶ 8.

90. On the ImportGenius records, the “foreign port” and “country of origin” refer to the port that shipped the product to the United States’ port. The foreign port of departure is not always the same as the country where the product was manufactured, as it is common for the product to be manufactured in one country and shipped to intermediate destinations before it is ultimately shipped to the United States. For example, a product that was manufactured in South Africa may be shipped to Germany first before it is ultimately shipped from Germany to the United States. Ex. 7 (Kingsland Decl.) at ¶¶ 9-10.

91. As the Kingsland Declaration explains, to determine where a product was manufactured, brand protection professionals use the product's information, such as product packaging, markings, labeling, and UPC codes, to generate a "Trace Report," tracing the product to its country of origin. Ex. 7 (Kingsland Decl.) at ¶ 11.

C. Purchases of Accused Products in the United States

92. In June and July 2025, Monster purchased Accused Products from twenty-two stores in three distinct areas: (1) Central New Jersey; (2) Northern New Jersey to New York (Rockland County)' and (3) New York City/Brooklyn. *See* Ex. 9 (Purchase Report); Ex. 7 (Kingsland Decl.) at ¶ 16. Exemplary photos of the purchased Accused Products and the accompanying receipt are shown below and included for each store in the Purchase Report attached hereto as Exhibit 9.



GULF EXPRESS
46 RTE 9
MANALAPAN NJ 07726

06/08/25 9:47:32 AM
Register: 1 Trans #: 1734 Op ID: 2
Your cashier: PITESH

MISC		\$7.00 101
	Subtotal =	\$7.00
	Tax =	\$0.46
	Total =	\$7.46
	Change Due =	\$0.00
Credit		\$7.46

XXXX XXXX XXXX 3190 VISA
INVOICE: 094812
AUTH 00-04550G REF 0608094812383
VISA CREDIT
ATD: A0000000031010
ARQC: C7603901882F9809
NO SIGNATURE REQUIRED

As shown on the above receipt, the photographed Accused Product (here, a Monster Original Green 500mL) was purchased at Gulf Express (Route 76 Gas) located at 46 Route 9, Manalapan, New Jersey 07726 on June 8, 2025. *See* Ex. P-4 (Accused Product Sample 1); Ex. 9 (Purchase Report) at 2.

93. Based on these purchases, Monster compiled a Trace Report, identifying each purchased Accused Product's location and date of purchase, specific product type (e.g., Monster Original Green 500mL), can information, UPC code, stock keeping unit (SKU), production site, the original customer the product was sold to, cases sold, the estimated first sale date, and the product's country of origin (i.e., where the product was manufactured). *See* Ex. 10 (Trace Report); Ex. 7 (Kingsland Decl.) at ¶ 17.

94. Using the UPC codes, product packaging, and product type, Monster identified that the Accused Products purchased in the Central New Jersey, Northern New Jersey to New

York (Rockland County), and New York City/Brooklyn areas were manufactured in Poland, South Africa, and Serbia. *See* Ex. 10 (Trace Report); Ex. 7 (Kingsland Decl.) at ¶¶ 18-19.

95. None of the Accused Products are intended for distribution or sale in the United States. *See* Ex. 7 (Kingsland Decl.) at ¶ 12.

96. The Purchase Report attached hereto as Exhibit 9 and the Trace Report attached hereto as Exhibit 10 provide a summary of exemplary purchases of the Accused Products from stores in New York and New Jersey, including specific store location, photos of the Accused Products' packaging, and receipts. The Trace Report (Exhibit 10) identifies the country of origin of each product listed in Exhibit 9 (Purchase Report) and shown in Exhibit 5 (photos of Accused Products). *See also* Ex. 7 (Kingsland Decl.) at ¶¶ 17-23.

97. On information and belief, the Accused Products shown in Exhibits 5 and 9 were imported into the United States by the Proposed Respondents. Ex. 7 (Kingsland Decl.) at ¶¶ 14-21. Exemplary photos of these gray market Accused Products that are improperly labeled for

distribution and sale in the United States and yet were purchased in the New Jersey and New York areas are included below:



Purchased from Palisades News (Palisades Center Mall); 1 Palisades Center Dr., W. Nyack, NY 10994 on July 1, 2025, for \$2.99 per can. See Ex. 9 (Purchase Report).

VII. SPECIFIC INSTANCES OF IMPORTATION AND SALE

98. On information and belief, the Proposed Respondents are importing the Accused Products, selling them for importation, and/or selling them within the United States after importation, and the Proposed Respondents will continue to do so absent the relief that Monster respectfully requests though the present Complaint. *See Ex. 7 (Kingsland Decl.) at ¶¶ 15, 20-21, 23.*

A. Gig Wholesale Corp.

99. Respondent Gig Wholesale is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

100. On information and belief, Gig Wholesale imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, see Exhibit 8, Gig Wholesale imports Accused Products from Bremerhaven, Germany and Rotterdam, The Netherlands to the New York/Newark, New Jersey area with the shipper HORLYS SP.Z O.O. See Ex. 8 (Import Records) at p. 1 (lines 7-8); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 25.

101. On information and belief, Gig Wholesale imported Accused Products from Germany into the US Port for the New York/Newark area located in Newark, New Jersey on at least April 17, 2017. See Ex. 8 (Import Records) at p. 1 (lines 7-8).

102. On information and belief, Gig Wholesale imported Accused Products from the Netherlands into the US Port for the New York/Newark area located in Newark, New Jersey on at least July 16, 2017. See Ex. 8 (Import Records) at p. 1 (lines 7-8).

103. On information and belief, Accused Products imported by Gig Wholesale are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

B. The Elegant Inc.

104. Respondent Elegant is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

105. On information and belief, Elegant imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, Elegant imports the Accused Products from Bremerhaven, Germany to Miami, Florida with the shipper BIG BRANDS GROUP SPOLKA Z OGRANICZO. *See* Ex. 8 (Import Records) at p. 1 (line 9); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 26.

106. On information and belief, Elegant imported Accused Products from Germany into the US Port located in Miami, Florida on at least September 1, 2017. *See* Ex. 8 (Import Records) at p. 1 (line 9).

107. On information and belief, Accused Products imported by Elegant are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

C. Hamilton Trading Corp.

108. Respondent Hamilton is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

109. On information and belief, Hamilton imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, Hamilton imports the Accused Products from Coryton and Liverpool, United Kingdom and Bremerhaven, Germany to the New York/Newark, New Jersey area with the shippers UR WAREHOUSE LTD. and BIG BRANDS GROUP SP Z.O.O SP K. *See* Ex. 8 (Import Records) at p. 1 (lines 10-14, 16-27, and 29); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 27.

110. On information and belief, Hamilton imported Accused Products from the United Kingdom into the US Port for the New York/Newark area located in Newark, New Jersey in at least 2020 and 2021. *See* Ex. 8 (Import Records).

111. On information and belief, Hamilton imported Accused Products from Germany into the US Port for the New York/Newark area located in Newark, New Jersey on at least May 23, 2021. *See* Ex. 8 (Import Records).

112. On information and belief, Accused Products imported by Hamilton are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

D. Pal Global Imports, Inc.

113. Respondent Pal Global is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

114. On information and belief, Pal Global imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, Pal Global imports the Accused Products from Bremerhaven, Germany to Miami, Florida with the shipper P.P.H EWA-BIS SP. Z O.O. *See* Ex. 8 (Import Records) at p. 1 (line 15); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 28.

115. On information and belief, Pal Global imported Accused Products from Germany into the US Port located in Miami, Florida on at least August 20, 2020. *See* Ex. 8 (Import Records).

116. On information and belief, Accused Products imported by Pal Global are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

E. Asialink (NZ) Limited

117. Respondent Asialink is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

118. On information and belief, Asialink imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, Asialink imports the Accused Products from Gdynia, Poland to the New York/Newark, New Jersey area

with the shipper PILOT INTERNATIONAL SP Z O.O. S.K. *See* Ex. 8 (Import Records) at p. 1 (line 28); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 29.

119. On information and belief, Asialink imported Accused Products from Poland into the US Port for the New York/Newark area located in Newark, New Jersey on at least September 17, 2021. *See* Ex. 8 (Import Records).

120. On information and belief, Accused Products imported by Asialink are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

F. Creative Trading Corporation

121. Respondent Creative Trading is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

122. On information and belief, Creative Trading imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, Creative Trading imports the Accused Products from Port Natal, South Africa to the New York/Newark, New Jersey area. *See* Ex. 8 (Import Records) at p. 1 (lines 32-34); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 30.

123. On information and belief, Creative Trading imported Accused Products from South Africa into the US Port for the New York/Newark area located in Newark, New Jersey on at least July 21, 2023. *See* Ex. 8 (Import Records).

124. On information and belief, Accused Products imported by Creative Trading are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

G. MBCH Solutions LLC

125. Respondent MBCH is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

126. On information and belief, MBCH imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, MBCH imports the Accused Products from Port Natal, South Africa; South Riding Point, The Bahamas; and Algeciras, Spain to the New York/Newark, New Jersey area and Miami, Florida with the shipper GLOBAL BRANDS INTERNATIONAL (PTY) L. *See* Ex. 8 (Import Records) at pp. 1-2 (lines 47-84, 86-100, 104-110); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 31.

127. On information and belief, MBCH imported Accused Products from South Africa into the US Port for the New York/Newark area located in Newark, New Jersey on at least October 16, 2023, November 26, 2023, December 9, 2023, December 22, 2023, February 21, 2024, March 12, 2024, May 8, 2024, May 17, 2024, June 12, 2024, June 26, 2024, and July 14, 2024. *See* Ex. 8 (Import Records).

128. On information and belief, MBCH imported Accused Products from the Bahamas into the US Port located in Miami, Florida on at least November 12, 2023, March 29, 2024, May 29, 2024, and August 16, 2024. *See* Ex. 8 (Import Records).

129. On information and belief, MBCH imported Accused Products from Spain into the US Port for the New York/Newark area located in Newark, New Jersey on at least June 5, 2024. *See* Ex. 8 (Import Records).

130. On information and belief, Accused Products imported by MBCH are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

H. Simple Shipping Solutions LLC

131. Respondent Simple Shipping is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

132. On information and belief, Simple Shipping imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, Simple Shipping imports the Accused Products from Port Natal, South Africa and South Riding Point, The Bahamas to the New York/Newark, New Jersey area and Miami, Florida with the shippers GLOBAL BRANDS INTERNATIONAL (PTY) L and KAMZEN (PTY) LTD. *See* Ex. 8 (Import Records) at p. 2 (lines 111-117, 119-124, 128-134, 138-139) and p. 4 (line 10); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 20, 32.

133. On information and belief, Simple Shipping imported Accused Products from South Africa into the US Port for the New York/Newark area located in Newark, New Jersey on at least August 20, 2024, September 3, 2024, November 23, 2024, and August 20, 2025. *See* Ex. 8 (Import Records).

134. On information and belief, Simple Shipping imported Accused Products from the Bahamas into the US Port located in Miami, Florida on at least February 18, 2025. *See* Ex. 8 (Import Records).

135. On information and belief, Accused Products imported by Simple Shipping are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

I. JDC Trading Inc.

136. Respondent JDC is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

137. On information and belief, JDC imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, JDC imports the Accused Products from Port Natal, South Africa to the New York/Newark, New Jersey area with the shipper AL SHAMZ TRADING FZ-LLC. *See* Ex. 8 (Import Records) at p. 2 (lines 101, 118, 127); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 33.

138. On information and belief, JDC imported Accused Products from South Africa into the US Port for the New York/Newark area located in Newark, New Jersey on at least July 8, 2024, September 3, 2024, and November 9, 2024. *See* Ex. 8 (Import Records).

139. On information and belief, Accused Products imported by JDC are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

J. Apollo Produce LLC

140. Respondent Apollo is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

141. On information and belief, Apollo imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, Apollo imports the Accused Products from Tampico, Mexico to Houston, Texas. *See* Ex. 8 (Import Records) at p. 2 (lines 125-126); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 34.

142. On information and belief, Apollo imported Accused Products from Mexico into the US Port located in Houston, Texas on at least October 26, 2024. *See* Ex. 8 (Import Records).

143. On information and belief, Accused Products imported by Apollo are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is

physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

K. 232 Barren Springs LLC

144. Respondent Barren Springs is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

145. On information and belief, Barren Springs imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, Barren Springs imports the Accused Products from Coryton, United Kingdom to Houston, Texas. *See* Ex. 8 (Import Records) at p. 2 (line 135); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 35.

146. On information and belief, Barren Springs imported Accused Products from the United Kingdom into the US Port located in Houston, Texas on at least December 3, 2024. *See* Ex. 8 (Import Records).

147. On information and belief, Accused Products imported by Barren Springs are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

L. Sigmai (Asia) Limited Inc.

148. Respondent Sigmai is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

149. On information and belief, Sigmai imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, Sigmai imports the Accused Products from Rotterdam, The Netherlands to Miami, Florida with the shipper NWS SHIPPING BV. *See* Ex. 8 (Import Records) at p. 2 (line 141); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 36.

150. On information and belief, Sigmai imported Accused Products from the Netherlands into the US Port located in Miami, Florida on at least March 5, 2025. *See* Ex. 8 (Import Records).

151. On information and belief, Accused Products imported by Sigmai are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

M. Cats Media Inc.

152. Respondent Cats is not licensed or otherwise authorized by Monster to import, manufacture, sell, advertise, and/or distribute Accused Products in the United States, which bear the Asserted Trademarks (or confusingly similar variations thereof).

153. On information and belief, Cats imports, sells for importation, and/or sells within the United States after importation Accused Products similar to those shown above in Paragraph 98 and in Exhibits 5 and 9. As noted in the Import Records, *see* Exhibit 8, Cats imports the Accused Products from Port Natal, South Africa and Tangier, Morocco to the New York/Newark, New Jersey area with the shipper AL SHAMZ TRADING FZ-LLC. *See* Ex. 8

(Import Records) at pp. 2-3 (lines 142-146) and p. 4 (lines 8-9, 11); Ex. 7 (Kingsland Decl.) at ¶¶ 14-15, 20, 37.

154. On information and belief, Cats imported Accused Products from South Africa into the US Port for the New York/Newark area located in Newark, New Jersey on at least May 5, 2025, May 20, 2025, and August 27, 2025. *See* Ex. 8 (Import Records).

155. On information and belief, Cats imported Accused Products from Morocco into the US Port for the New York/Newark area located in Newark, New Jersey on at least July 29, 2025. *See* Ex. 8 (Import Records).

156. On information and belief, Accused Products imported by Cats are sold to retailers in the United States for further distribution and sale to consumers. These Accused Products do not include the labeling statutorily required by 19 C.F.R. § 133.23(b) that would notify consumers that the product was not authorized by Monster for importation and is physically and materially different from the authorized Domestic Industry Products. Ex. 7 (Kingsland Decl.) at ¶ 22.

VIII. DOMESTIC INDUSTRY

157. A domestic industry, as defined within Section 337(a)(3)(A) and (B), exists with respect to Monster's activities in the United States related to the Domestic Industry Products through at least Monster's (A) significant investment in plant and equipment and (B) significant employment of labor and capital.

A. Technical Prong

158. The Asserted Trademarks appear on packaging and advertisements for the Domestic Industry Products and let consumers know that these products are Genuine Monster Energy Drinks manufactured for U.S. consumers.

159. The Domestic Industry Products prominently practice all of the Asserted Trademarks. Ex. 6 (Kelly Decl.) at ¶ 25. Exemplary samples are included with this Complaint as Physical Exhibits P1-P3. Images of all the Asserted Trademarks on a sampling of Domestic Industry Products are shown below:



B. Economic Prong

160. Over the past 5 years, Monster has sold billions of cans of Domestic Industry Products bearing all of the Asserted Trademarks. *See* Ex. 6 (Kelly Decl.) at ¶ 15. Exhibit 11 includes images of exemplary Domestic Industry Products. Exemplary photos of the Domestic Industry Products bearing all of the Asserted Trademarks are submitted as Exhibits 11 and 12.

161. Monster's investments in manufacturing, market research, distribution, bottling, marketing, customer service, advertising, and sponsorship described in the Confidential Declaration of Thomas J. Kelly, Exhibit 6, and as described below are made in further exploitation of the Asserted Trademarks.

162. The Domestic Industry Products, which bear all of the Asserted Trademarks, have been the subject of substantial and continuous advertising, marketing, and promotion for over 23 years. Ex. 6 (Kelly Decl.) at ¶ 32. As of the filing of this Complaint, Monster has spent hundreds of millions of dollars on advertising, marketing, and promoting the Domestic Industry Products in the United States alone. *Id.* Photos of the Asserted Trademarks on the Domestic Industry

Products, Monster's website, various Monster-sponsored events, product packaging, and Monster's social media are included in Exhibit 12. As a result, products bearing the Asserted Trademarks are widely recognized and exclusively associated by U.S. consumers, the public, and the trade as being products sourced from Monster. Ex. 6 (Kelly Decl.) at ¶ 32.

163. The Domestic Industry Products are manufactured and co-packed in the United States, including at Monsters' facilities in Phoenix, Arizona and Norwalk, California. Ex. 6 (Kelly Decl.) at ¶ 19.

164. Monster also contracts with manufacturing and warehouse facilities in the United States for the Domestic Industry Products, including facilities located in Birmingham, Alabama; Phoenix, Arizona; Tempe, Arizona; Anaheim, California; Corona, California; El Cajon, California; North Hollywood, California; Norwalk, California; Rialto, California; San Francisco, California; Apopka, Florida; Doral, Florida; Jacksonville, Florida; Tampa, Florida; West Palm Beach, Florida; Olathe, Kansas; Gretna, Louisiana; Linthicum Heights, Maryland; Clinton Township, Michigan; Troy, Michigan; Eden Prairie, Minnesota; Las Vegas, Nevada; Farmingdale, New York; Syracuse, New York; Pineville, North Carolina; Cincinnati, Ohio; Columbus, Ohio; Philadelphia, Pennsylvania; Lebanon, Tennessee; Buda, Texas; Houston, Texas; Plano, Texas; Salt Lake City, Utah; North Chesterfield, Virginia; and Auburn, Washington. Ex. 6 (Kelly Decl.) at ¶ 20.

165. Monster has made significant investments in the research and exploitation of the Asserted Trademarks in the United States through various research, quality assurance, licensing, and enforcement activities relating to the Asserted Trademarks. Ex. 6 (Kelly Decl.) at ¶¶ 27-31, 44-45, 49-50.

166. For example, in addition to its use of the Asserted Trademarks on and in connection with the Domestic Industry Products, Monster has also entered into thousands of license agreements with U.S. companies regarding the Monster Energy Drink brand and the Asserted Trademarks for a range of promotional goods bearing its marks. Monster's promotional licensees have paid significant royalties on licensed products that bear the Asserted Trademarks. Although it is not practical to list all such licensees, these licenses cover or have covered goods such as shirts, sweatshirts, jackets, hats, socks, jerseys, pants, belts, bandanas, sweatbands, gloves, headgear, sunglasses, beverage ware, cups, water bottles, sports bags, backpacks, fanny packs, cooler bags, duffel bags, suitcases, laptop bags, towels, blankets, umbrellas, beach/lawn chairs, tents, vanity cases, guitars, drum heads, clocks, watches, boom boxes, speakers, head sets, bottle openers, protective gear, keychains, surfboards, skateboards, wakeboards, BBQ tool sets, automotive rims, tool kits, vehicles, vehicle decals, helmets, neon signs, coasters, buckets, golf accessories, fitness goods and equipment (e.g., exercise bikes), punching bags, MMA or boxing gloves, food & beverage service goods (e.g., bar accessories, bar mats), video games (e.g., video game discs, downloadable applications), gaming controllers, gaming chairs, gaming desks, gaming equipment (e.g., keyboards, wrist rests and mouse), headphones, earbuds, wireless earbuds, projectors, phone chargers, USB drives, stickers, bikes, jewelry, banners, electric coolers, lunch bags, car cup cellphone holders, books (e.g., notebooks, calendar books) and electronic books (e.g., point of sale catalog books), channel strips, power banks, posters, pens, bracelets, lanyards, diecast cars, remote control replica cars, yoga mats, downloadable media files (e.g., screen savers, wallpaper, video recordings), and other products. Monster tightly controls its licensees and the quantities of goods they produce along with the look, feel, manufacturing and distribution of these goods. Ex. 6 (Kelly Decl.) at ¶ 49.

167. Monster also creates widespread exposure for the Asserted Trademarks by sponsoring athletes and sporting events. Monster sponsors nearly 500 sports athletes and numerous athletic events in connection with its branded drinks, apparel, and accessories bearing one at least one of the Asserted Trademarks. For example, Monster sponsors or has sponsored sporting events such as Professional Fighting, including the Ultimate Fighting Championship (“UFC”); Bodybuilding; Powerlifting; Basketball; Baseball; Hockey; NASCAR; Road Racing World Championship Grand Prix (“MotoGP”) events; the Monster Energy Yamaha Tech 3 MotoGP racing team(as the title sponsor); the Yamaha Factory Racing MotoGP Team (as its official energy product sponsor), which previously included renowned MotoGP racers Valentino Rossi and Jorge Lorenzo; Team Ducati Lenovo MotoGP; reigning MotoGP World Champion Francesco Bagnaia (a member of Team Ducati Lenovo); Team Suzuki Ecstar MotoGP (as its official partner and exclusive energy product sponsor); Formula One Racing (“F1”) events; the Mercedes AMG PETRONAS F1 racing team (formerly the Mercedes GP PETRONAS Formula One racing team) that competes in the FIA Formula One World Championship Series (“F1”) with its team drivers Sir Lewis Hamilton and George Russell; the McLaren Racing team that competes in F1; the Yamaha MX1 and MX2 motocross teams; the AMA Supercross Series (as the title sponsor for all 16 series races); and sponsorship and promotion of music festivals, music events, and musicians. At Monster-sponsored events, at least one of the Asserted Trademarks is prominently promoted at the events on banners, posters, signs, and on clothing and accessories sold at the events, on transport, support, and hospitality tractor trailers, and on motor homes and promotional vehicles that tour the circuit for various sports. Ex. 6 (Kelly Decl.) at ¶¶ 35-39.

168. In addition to the sporting events above, Monster also sponsors or has sponsored athletes and athletic teams who compete in a wide variety of sports, including Summer and

Winter X Games, Monster Energy® AMA Supercross Series, MotoGP series, and Rally Car events, among many other events. Many of the events that Monster-sponsored athletes and athletic teams compete in are broadcast nationally on television, and all of the Monster-sponsored athletes and teams wear clothing or accessories or use equipment that prominently displays at least one of the Asserted Trademarks. Ex. 6 (Kelly Decl.) at ¶ 40.

169. In addition to contractual amounts paid to sponsor athletes and racing teams, Monster expends substantial amounts of money supporting the sponsored athletes, teams, and sporting events through point-of-sale materials, sweepstakes and give-a-ways, wrapping/branding the athletes' vehicles, paying for the athletes' travel expenses, providing them with Monster-branded apparel, providing free products for sampling stations, and providing action sports gear, all bearing the Asserted Trademarks, as Monster's brand is one of its most valuable assets. Further, Monster hires employees and third-party companies to attend every event to support and monitor the sponsored athletes and teams and to provide hospitality and sampling of products to consumers. Ex. 6 (Kelly Decl.) at ¶ 38.

170. In addition to athletes and sporting events, Monster has sponsored numerous concerts and other live events where its Asserted Trademarks have been prominently displayed. For example, the Domestic Industry Products were the official energy drink of the Vans Warped Tour for 2003, 2004, 2005, 2006, and 2007. Monster continued to sponsor the Vans Warped Tour as a partner from 2008-2019. During its tenure, the Vans Warped Tour was the most popular, longest running action sports/music festival in the United States, consisting of and consisted of 50 concerts over the summer in major cities throughout the United States and Canada. In 2021 and 2022, Monster sponsored Rocklahoma, Hangout Fest, Outside Lands and Summer Smash. Monster's sponsored concerts and music festivals have been attended by

thousands of fans and receive further exposure on the Internet, on television, and in magazines and newspapers. Ex. 6 (Kelly Decl.) at ¶ 42.

171. Monster also creates widespread exposure for the Asserted Trademarks by sponsoring E-sports (competitive video gaming) and partnering with video games. Over the years, Monster has entered into various partnerships and license agreements with video game designers and publishers for the marketing of video games featuring the Asserted Trademarks. This includes various cross-promotions with the video game series *Call of Duty*, which is one of the world's most popular video games, and video game publisher Electronic Arts ("EA"). Ex. 6 (Kelly Decl.) at ¶ 43.

172. A domestic industry, as defined in Section 337(a)(3), is established in the United States by virtue of Monster's significant and substantial investment in the Domestic Industry Products.

173. The concurrently filed Confidential Kelly Declaration (Exhibit 6) establishes that Monster has invested and continues to invest significant sums to support the distribution and sale of the Domestic Industry Products.

174. Monster has invested in numerous properties in the United States, that are all entirely dedicated to supporting the Domestic Industry Products. This includes, but is not limited to, space for research, development, manufacturing, warehousing facilities, marketing, sales and administration offices, and equipment. Ex. 6 (Kelly Decl.) at ¶¶ 27-29.

175. Monster has incurred, and continues to incur, considerable rental and purchase expenses for the physical plants, machinery, and equipment to produce, research, develop, and test the Domestic Industry Products in the United States. Ex. 6 (Kelly Decl.) at ¶¶ 18-20, 27-31.

176. Monster has expended significant and substantial amounts on sales, marketing, advertising, and promoting the Domestic Industry Products for sale within the United States, as well as point-of-sale and promotional marketing items, which prominently display the Asserted Trademarks, including apparel, bags, beverage ware, blankets, towels, stickers, posters, display headers, static-cling stickers, signs, inflatables, display cards, and koozies. These types of promotional materials have been distributed to more than 300,000 retail stores nationwide. Ex. 6 (Kelly Decl.) at ¶¶ 32-35.

177. Monster has widely advertised, marketed, and promoted the Domestic Industry Products through sponsorship of athletes and athletic competitions around the world and the vast conventional and digital media coverage such events bring as well as through its sponsorship of concerts and E-sports (competitive video gaming) and partnering with video games like *Call of Duty*. Ex. 6 (Kelly Decl.) at ¶¶ 35-43 (detailing sponsorships).

178. Monster has expended significant resources on prosecuting and protecting the Asserted Trademarks within the United States. For example, in the last five years, Monster has spent significant sums obtaining and protecting the Asserted Trademarks. The high value of Monster's Asserted Trademarks is attributable precisely to Monster's carefully exercised control over its brand and how the Asserted Trademarks are used. The Accused Products and Proposed Respondents' unlawful activities threaten to substantially devalue Monster's Asserted Trademarks. Ex. 6 (Kelly Decl.) at ¶ 44.

179. Monster has also spent millions of dollars on labor and capital dedicated to the Domestic Industry Products. Monster currently employs a significant number of employees in its U.S. facilities. Over half of Monster's global workforce is employed in the United States. These employees devote a significant and substantial number of personnel hours toward the research

and development, manufacturing, testing, marketing, advertising, and other production-related activities for the Domestic Industry Products. Ex. 6 (Kelly Decl.) at ¶¶ 46-48.

180. Monster has also licensed the Asserted Trademarks to numerous bottlers and packagers in the United States. Ex. 6 (Kelly Decl.) at ¶ 50. Monster is informed and believes that each of these licensees has also invested in the Domestic Industry Products, but Monster does not have access to the value of the specific investments made by each licensee. *Id.*; Ex. 14 (Monster Annual Report 2025) at 11-13, 25.

IX. GENERAL EXCLUSION ORDER

181. A general exclusion order is necessary to prevent the circumvention of an order limited to the Proposed Respondents and because it is often difficult to identify the source of the importation of the Accused Products.

182. There is a widespread pattern of infringement of the Asserted Trademarks by the Accused Products, and it is difficult to identify all the sources of importation of the Accused Products. *See, e.g.*, Ex. 8 (Import Records) at pp. 1-2 (lines 30-31, 35-46, 85, 102-103, 136-137, 140) and p. 4 (line 7). On information and belief, Accused Products are routinely imported into the United States, sold for importation into the United States, and/or sold within the United States after importation by numerous unknown entities.

183. Monster has been unable to identify a substantial number of entities worldwide that import into the United States, sell for importation into the United States, and/or sell within the United States after importation Accused Products. In this Complaint, Monster has identified those entities about which it has substantial evidence of importation into the United States. On information and belief, numerous other entities are capable of importing Accused Products into the United States.

184. There is a wide-spread pattern of unauthorized use of the Asserted Trademarks. To protect its intellectual property rights, Monster has been forced to apply for Lever-Rule protection against certain products bearing its Asserted Trademarks. Even still, on information and belief, Proposed Respondents and other unknown entities are evading the Lever-Rule requirements to import Accused Products into the United States without the statutorily mandated label. *See* Ex. 6 (Kelly Decl.) at ¶¶ 21-22; Ex. 7 (Kingsland Decl.) at ¶ 22. Thus, Monster seeks the relief requested herein.

185. New sources of the Accused Products appear almost every day in stores across the United States. As shown in Exhibit 9 (Purchase Report) and Exhibit 10 (Trace Report) to this Complaint, Monster has identified stores which it has substantial evidence of selling the Accused Products in the United States. However, on information and belief, numerous other stores are capable of and are currently selling Accused Products in the United States.

X. TARIFF CODE CLASSIFICATION

186. Complainant seeks a general exclusion order to prohibit the importation of all the Accused Products, which appear in the United States as gray market energy drinks that are manufactured for distribution and sale solely outside the United States and that bear Monster's Asserted Trademarks, but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b), which require a conspicuous and legible label designed to remain on the product *until the first point of sale to a retail consumer in the United States*. On information and belief, the products at issue may be classified under at least the following heading of the Harmonized Tariff Schedule of the United States: 2202.10.0040. This is an exemplary classification number for illustration only and is not intended to restrict the Accused Products.

XI. RELATED LITIGATION

187. ***Summary of Related Trademark Litigation.*** Monster vigorously protects its trademarks, including the Asserted Trademarks in this Complaint. As such, over 2,000 dockets relating to Monster’s trademarks exist, including Trademark Trial and Appeal Board (“TTAB”) proceedings and district court cases. A summary of the proceedings concerning the Asserted Trademarks is included in the paragraphs below.

188. ***Trademark Trial and Appeal Board (TTAB) Proceedings.*** Since 2020, Monster has had over 1,000 dockets before the TTAB. *See* Exhibit 13 attached hereto, Westlaw Precision’s TTAB Dockets for “Monster Energy Company” (generated on March 12, 2026) for a list of the last 1,000 dockets concerning Monster’s efforts to protect its trademarks, including the Asserted Trademarks.

189. ***Schedule A Cases.*** Monster has filed multiple Schedule A actions against defendants who create e-commerce stores that advertise, offer for sale and sell unauthorized Monster products to unknowing consumers. The complaints assert, *inter alia*, that defendants’ activities constitute willful trademark infringement under 15 U.S.C. § 1114 of at least one of Monster’s Asserted Trademarks (U.S. Trademark Registration Nos. 2,903,214; 6,760,278; or 6,451,182). A summary of the Schedule A cases is included below:

Schedule A Case No.	Filing Date	Status
Case No. 1:25-CV-01106 (N.D. Ill. 2025)	1/31/2025	Default entered on 5/28/2025.
Case No. 1:24-CV-07529 (N.D. Ill. 2024)	8/21/2024	Closed on 11/27/2024 (default judgments and settlements reached)
Case No. 1:24-CV-00121 (N.D. Ill. 2024)	1/04/2024	Closed on 7/31/2024 (default judgment entered)
Case No. 1:23-CV-15378 (N.D. Ill. 2023)	10/27/2023	Closed on 7/24/2024 (voluntary dismissal)
Case No. 1:23-CV-02971 (N.D. Ill. 2023)	5/11/2023	Closed on 12/19/2023 (voluntary dismissal)

Schedule A Case No.	Filing Date	Status
Case No. 1:22-CV-06524 (N.D. Ill. 2022)	11/21/2022	Closed on 3/07/2023 (default judgment entered)
Case No. 1:22-CV-02851 (N.D. Ill. 2022)	5/31/2022	Closed on 8/23/2022 (default judgment entered)
Case No. 1:15-CV-04166 (N.D. Ill. 2015)	5/12/2015	Closed on 6/30/2016 (partial summary judgement granted)
Case No. 1:17-CV-06327 (N.D. Ill. 2017)	9/01/2017	Closed on 10/10/2017 (final judgment entered)
Case No. 1:20-CV-06970 (N.D. Ill. 2020)	11/24/2020	Default entered on 1/27/2021.
Case No. 1:17-CV-08727 (N.D. Ill. 2017)	12/04/2017	Closed on 2/20/2018 (defaults and voluntary dismissals)
Case No. 1:20-CV-05414 (N.D. Ill. 2020)	9/11/2020	Closed on 11/04/2020 (final judgement entered)
Case No. 1:15-CV-09142 (N.D. Ill. 2015)	10/15/2015	Closed on 12/10/2015 (defaults and voluntary dismissals)
Case No. 1:19-CV-07260 (N.D. Ill. 2019)	11/04/2019	Closed on 1/14/2020 (defaults and voluntary dismissals)
Case No. 1:20-CV-05444 (N.D. Ill. 2020)	9/14/2020	Closed on 12/15/2020 (final judgment entered)
Case No. 1:19-CV-05494 (N.D. Ill. 2019)	8/14/2019	Closed on 10/23/2019 (final judgment entered)
Case No. 1:21-CV-00352 (N.D. Ill. 2021)	1/21/2021	Closed on 4/26/2021 (final judgment entered)
Case No. 1:18-CV-02020 (N.D. Ill. 2018)	3/20/2018	Closed on 7/17/2018 (final judgment entered)
Case No. 1:20-CV-01058 (N.D. Ill. 2020)	2/13/2020	Closed on 8/05/2020 (final judgment entered)
Case No. 1:19-CV-04101 (N.D. Ill. 2019)	6/19/2019	Closed on 10/11/2019 (final judgment entered)
Case No. 1:16-CV-04549 (N.D. Ill. 2016)	4/22/2016	Closed on 6/22/2016 (final judgment entered)
Case No. 1:17-CV-04365 (N.D. Ill. 2017)	6/09/2017	Closed on 2/21/2018 (final judgment entered)
Case No. 1:19-CV-00551 (N.D. Ill. 2019)	1/28/2019	Closed on 8/08/2019 (final judgment entered)
Case No. 1:19-CV-00551 (N.D. Ill. 2019)	1/28/2019	Closed on 8/08/2019 (final judgment entered)
Case No. 1:17-CV-00414 (N.D. Ill. 2017)	1/19/2017	Closed on 10/23/2017 (final judgment entered)
Case No. 1:15-CV-00277 (N.D. Ill. 2015)	1/13/2015	Closed on 7/06/2015 (final judgment entered)
Case No. 1:16-CV-00622 (N.D. Ill. 2016)	1/15/2016	Closed on 3/14/2016 (final judgment entered)
Case No. 1:16-CV-07600 (N.D. Ill. 2016)	7/27/2016	Closed on 9/15/2016 (final judgment entered)

Schedule A Case No.	Filing Date	Status
Case No. 1:25-CV-11087 (N.D. Ill. 2025)	9/15/2025	Closed on 11/13/2025 (voluntarily dismissed without prejudice)
Case No. 1:18-CV-04846 (N.D. Ill. 2018)	7/16/2018	Closed on 11/08/2018 (voluntarily dismissed without prejudice)

190. In addition, Monster has sought to protect its Asserted Trademarks through litigation in Federal Court. Summaries of these proceedings are set forth below in Paragraphs 191-213.

191. ***Monster Energy Company v. Ice Monster Hawaii Ltd., et al.*, Case No. 1:25-CV-00169 (D. Hawaii 2025).** On April 24, 2025, Monster filed a complaint with the U.S. District Court of Hawaii alleging, *inter alia*, trademark infringement under 15 U.S.C. § 1114 against Ice Monster Hawaii Ltd. and Chun Hua Lo. The complaint asserted that defendants infringed one of Monster’s Asserted Trademarks (U.S. Trademark Registration No. 6,760,278), as well as other registered trademarks in connection with restaurant and bar services, as well as beverages and liquid nutritional supplements. Prior to the filing of the April 24, 2025 complaint, Monster filed Opposition proceeding No. 91225050 with the TTAB in 2015 against defendants, alleging a likelihood of confusion between Monster’s trademarks and defendant’s mark. In 2023, TTAB granted Monster’s Opposition, holding that there was a likelihood of confusion between the ICE MONSTER mark and the MONSTER ENERGY mark in connection with restaurant and bar services. As of the filing date of this Section 337 Complaint, this case is still ongoing.

192. ***Monster Energy Company v. Theater Monster LLC*, Case No. 5:24-CV-01694 (C.D. Cal. 2024).** In 2024, Monster brought suit against Theater Monster LLC in the United States District Court for the Central District of California, seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning at least Monster’s U.S. Trademark

Registration Nos. 3,044,315, 3,057,061, and 3,134,842. Monster filed a voluntary dismissal without prejudice in August 2024.

193. ***Monster Energy Company v. Lavie Westgate LLC*, Case No. 3:23-CV-00480 (N.D. Ohio 2023).** In 2023, Monster brought suit against Lavie Westgate LLC, in the United States District Court for the Northern District of Ohio seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration Nos. 6,760,278 and 6,451,182), as well as other registered trademarks. On November 2, 2022, a joint stipulated dismissal was entered with prejudice.

194. ***Monster Energy Company v. Michael Korf et al*, Case No. 5:22-CV-01567 (C.D. Cal. 2022).** In 2022, Monster brought suit against Michael Korf and The Korf Group, LLC, in the United States District Court for the Central District of California seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 6,760,278), as well as other registered trademarks. On August 22, 2023, a joint stipulated dismissal was entered without prejudice.

195. ***Monster Energy Company v. MONSTERZ, LLC et al*, Case No. 3:24-CV-00177 (N.D. Fl. 2024).** In 2024, Monster brought suit against Jayge L. Marshall and MONSTERZ LLC in the United States District Court for the Northern District of Florida seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning two of Monster's Asserted Trademarks (U.S. Trademark Registration Nos. 6,760,278 and 6,451,182), as well as other registered trademarks. On July 24, 2024, an order of dismissal was entered with prejudice based on the parties' stipulation.

196. ***Monster Rod Holder Brands, Inc. v. Monster Energy Company*, Case No. 4:24-CV-00702 (E.D. Mo. 2024).** In 2024, Monster Rod Holder Brands, Inc. sought a declaratory

judgment in the United States District Court for the Eastern District of Missouri that it did not infringe one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 6,760,278), as well as other registered trademarks. On August 21, 2025, the case was dismissed with prejudice based on the parties' stipulation.

197. ***Monster Energy Company v. Pelmir Enterprise Inc, Case No. 2:22-CV-00524 (W.D. Wash. 2022).*** In 2022, Monster brought suit against Pelmir Enterprise Inc. in the United States District Court for the Western District of Washington seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 6,451,182), as well as other registered trademarks. On January 31, 2024, the case was dismissed without prejudice pursuant to Monster's notice of voluntary dismissal.

198. ***Hansen Beverage Company v. Monster Entertainment, LLC et al, Case No. 2:11-CV-02716 (E.D. Cal. 2011).*** In 2011, Monster brought suit against Monster Entertainment, LLC; Monster Mini Golf, LLC; Try Plan B, LLC; and other individuals in the United States District Court for the Eastern District of California seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration Nos. 2,903,214 and 3,434,821), as well as other registered trademarks. On March 20, 2012, the case was dismissed with prejudice pursuant to Monster's notice of voluntary dismissal.

199. ***Monster Energy Company v. Beastup LLC, Case No. 2:17-CV-01605 (E.D. Cal. 2017).*** In 2017, Monster brought suit against Beastup LLC in the United States District Court for the Eastern District of California seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning at least one of Monster's Asserted Trademarks (U.S. Trademark

Registration Nos. 2,903,214 and 3,434,821), as well as other registered trademarks. On November 15, 2022, judgment was entered in favor of Monster.

200. ***Monster Energy Company v. Master Metal Works LLC, Case No. 5:20-CV-00094 (M.D. Ga. 2020).*** In 2020, Monster brought suit against Master Metal Works LLC in the United States District Court for the Middle District of Georgia seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214), as well as other registered trademarks. On May 28, 2020, a final consent judgment and permanent injunction was entered in favor of Monster.

201. ***Monster Energy Company v. Mike McNamee, Case No. 5:15-CV-00084 (C.D. Cal. 2015).*** In 2015, Monster brought suit against Mike McNamee in the United States District Court for the Central District of California seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214), as well as other registered trademarks. On September 8, 2015, default judgment was entered in favor of Monster.

202. ***Monster Energy Company v. Millions Monster Clean LLC, Case No. 1:14-CV-03270 (N.D. Ga. 2014).*** In 2014, Monster brought suit against Millions Monster Clean LLC in the United States District Court for the Northern District of Georgia seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214), as well as other registered trademarks. On April 30, 2015, a final default judgment and permanent injunction were entered in favor of Monster.

203. ***Monster Energy Company v. Monster Escorts LLC*, Case No. 7:14-CV-00184 (M.D. Ga. 2014).** In 2014, Monster brought suit against Monster Escorts LLC in the United States District Court for the Middle District of Georgia seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214), as well as other registered trademarks. On January 22, 2015, a final consent judgment and permanent injunction were entered in favor of Monster.

204. ***Monster Energy Company v. Monster Motorcycles, Inc. et al*, Case No. 3:18-CV-00705 (M.D. Fl. 2018).** In 2018, Monster brought suit against Monster Motorcycles, Inc. and Anthony J. Provenzano in the United States District Court for the Middle District of Florida seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214), as well as other registered trademarks. On May 14, 2019, the case was dismissed with prejudice based on a stipulation of dismissal filed by Monster.

205. ***Monster Energy Company v. Monsters in Training, LLC*, Case No. 5:16-CV-01699 (C.D. Cal. 2016).** In 2016, Monster brought suit against Monsters in Training, LLC Motorcycles, Inc. and Anthony J. Provenzano in the United States District Court for the Central District of California seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1125 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214), as well as other registered trademarks. On January 13, 2017, the case was dismissed without prejudice based on a voluntary dismissal filed by Monster.

206. ***Monster Energy Company v. Powernation LLC*, Case No. 5:21-CV-00270 (C.D. Cal. 2021).** In 2021, Monster brought suit against Powernation LLC in the United States District

Court for the Central District of California seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214). On August 31, 2021, a final judgment and permanent injunction were entered in Monster's favor.

207. ***Monster Energy Company v. RLED, LLC, Case No. 5:14-CV-02156 (C.D. Cal. 2014).*** In 2014, Monster brought suit against RLED, LLC in the United States District Court for the Central District of California seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1125 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214), as well as other registered trademarks. On October 9, 2015, the case was dismissed without prejudice based on Monster's notice of dismissal.

208. ***Monster Energy Company v. The Made Group LLC et al, Case No. 8:14-CV-00064 (C.D. Cal. 2014).*** In 2014, Monster brought suit against The Made Group LLC and Sportbike Lites LLC in the United States District Court for the Central District of California seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214), as well as other registered trademarks. On July 14, 2014, a final consent judgment and permanent injunction were entered in Monster's favor.

209. ***Monster Energy Company v. Vapor Labs, Inc et al, Case No. 8:13-CV-01900 (C.D. Cal. 2013).*** In 2013, Monster brought suit against Vapor Labs, Inc. and J Vapes LLC in the United States District Court for the Central District of California seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1125 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214), as well as other registered

trademarks. On January 31, 2014, a final consent judgment and permanent injunction were entered in Monster's favor.

210. ***Monster Energy Company v. West Coast Chill Inc. et al*, Case No. 8:14-CV-00140 (C.D. Cal. 2014).** In 2014, Monster brought suit against West Coast Chill Inc. and The Joseph Company International Inc. in the United States District Court for the Central District of California seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214), as well as other registered trademarks. On June 24, 2015, Monster filed a stipulation to dismiss the case.

211. ***Monster Energy Company v. R&R Medical, LLC d/b/a Bear Komplex*, Case No. 2:21-CV-00179 (N.D. Ind. 2021).** In 2021, Monster brought suit against R&R Medical, LLC in the United States District Court for the Northern District of Indiana seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning one of Monster's Asserted Trademarks (U.S. Trademark Registration No. 2,903,214), as well as other registered trademarks. On August 31, 2021, the case was dismissed with prejudice due to a joint stipulation of dismissal.

212. ***Monster Energy Company v. Karma's Closet, LLC*, Case No. 5:13-CV-15127 (E.D. Mich. 2013).** In 2013, Monster brought suit against Karma's Closet, LLC in the United States District Court for the Eastern District of Michigan seeking damages for, *inter alia*, trademark infringement under 15 U.S.C. § 1114 concerning at least one of Monster's Asserted Trademarks (U.S. Trademark Registration Nos. 2,903,214 and 3,434,821), as well as other registered trademarks. The case was voluntarily dismissed by Monster on July 30, 2014.

213. Monster has not commenced and is not aware of any other court or agency litigation in the United States or otherwise with regard to the Asserted Trademarks or the subject matter of the present Complaint, as of the filing date.

XII. RELIEF REQUESTED

WHEREFORE, by reason of the foregoing, Complainant Monster requests that the United States International Trade Commission:

A. Institute an investigation pursuant to Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337, with respect to violations of that section based on the unlawful importation into the United States, sale for importation, and sale within the United States after importation of infringing energy drinks, including gray market energy drinks and labeling and packaging thereof that are manufactured for distribution and sale solely outside the United States and that bear the Asserted Trademarks, but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b), which require a conspicuous and legible label designed to remain on the product until the first point of sale to a retail consumer in the United States;

B. Schedule and conduct a hearing on permanent relief pursuant to 19 U.S.C. § 1337(c) for the purposes of receiving evidence and hearing argument concerning whether there has been a violation of Section 337, and following the hearing, determine that there has been a violation of Section 337;

C. Issue a permanent cease and desist order pursuant to Section 337(f) prohibiting Proposed Respondents from selling, marketing, advertising, distributing, maintaining inventory. transferring (except for exportation), offering for sale, soliciting United States agents or distributors, and aiding or abetting other entities in the importation, sale for importation, sale after importation, transfer (except for exportation), or distribution of infringing energy drinks,

including gray market energy drinks and labeling and packaging thereof that are manufactured for distribution and sale solely outside the United States and that bear the Asserted Trademarks, but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b), which require a conspicuous and legible label designed to remain on the product until the first point of sale to a retail consumer in the United States;

D. Issue a permanent general exclusion order pursuant to Section 337(d) barring from entry into the United States infringing energy drinks, including gray market energy drinks and labeling and packaging thereof that are manufactured for distribution and sale solely outside the United States and that bear the Asserted Trademarks, but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b), which require a conspicuous and legible label designed to remain on the product until the first point of sale to a retail consumer in the United States., or in the alternative, issue a limited exclusion order barring from entry into the United States Proposed Respondents' infringing energy drinks, including gray market energy drinks and labeling and packaging thereof that are manufactured for distribution and sale solely outside the United States and that bear the Asserted Trademarks, but fail to comply with the statutory label requirements of 19 C.F.R. § 133.23(b), which require a conspicuous and legible label designed to remain on the product until the first point of sale to a retail consumer in the United States;

E. Impose a bond during the 60-day Presidential review period pursuant to Section 337(j); and

F. Grant such other and further relief as the Commission deems just and proper under the law, based on the facts determined by the investigation and the authority of the Commission.

Dated: April 17 2026

Respectfully submitted,

By:



Adam R. Hess
Rachael Harris
Anna E. Fraser
SQUIRE PATTON BOGGS (US) LLP
2550 M Street, NW
Washington, D.C. 20037
Telephone: (202) 457-6000
Facsimile: (202) 457-6315

Counsel for Monster Energy Company

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of
CERTAIN ENERGY DRINKS AND
LABELING AND PACKAGING THEREOF

Investigation No. 337-TA-_____

VERIFICATION OF COMPLAINT

I, Emelie Tirre, declare, in accordance with 19 C.F.R. § 210.12(a)(1), as follows:

1. I am the Chief Strategy Officer at Complainant Monster Energy Company ("Monster");
2. I am duly authorized to execute this verification of the accompanying Complaint on behalf of Monster;
3. I submit this verification in accordance with 19 C.F.R. §§ 210.4 and 210.12(a);
4. I have read the Complaint and am aware of its contents;
5. The Complaint is not being filed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of the Investigation or any related proceeding;
6. To the best of my knowledge, information, and belief founded upon reasonable inquiry, the claims and legal contentions of the Complaint are warranted by existing law or by a good faith, non-frivolous argument for the extension, modification, or reversal of existing law, or the establishment of new law; and
7. To the best of my knowledge, information, and belief founded upon reasonable inquiry, the allegations and other factual contentions in the Complaint have evidentiary support or, where specifically identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

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

Executed on April 14, 2026.



Emelie Tirre
Chief Strategy Officer
Monster Energy Company