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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Greenberg Gross LLP,

10 Plaintiff,

11 v.

12 GreenbergGrossLLP.com,

13 Defendant.
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No. CV-25-01176-PHX-MTL

ORDER

15 Before the Court is Plaintiff Greenberg Gross, LLP's *Ex Parte* Motion for Issuance
16 of an Order to Show Cause against non-party Namecheap, Inc. (Doc. 33).

17 **I.**

18 Plaintiff initiated this *in rem* action on April 8, 2025, against the internet domain
19 name <GreenbergGrossLLP.com> (the "Domain Name") under the Anticybersquatting
20 Consumer Protection Act ("ACPA"), 15 U.S.C. § 1125(d). (Doc. 1.) Plaintiff amended its
21 Complaint and served it on Namecheap, the Domain Name's registrar, on April 23, 2025.
22 (Docs. 6, 13.) On May 20, 2025, Plaintiff applied for default against the Domain Name,
23 which the Clerk of Court entered. (Docs. 14, 15.) Plaintiff moved for default judgment on
24 July 10, 2025, but the Court denied the motion and set aside the default because Plaintiff
25 failed to serve the Domain Name's registrant, as required by the ACPA. (Docs. 17, 19.)

26 From the outset of this case and until July 31, 2025, the Domain Name's registrant
27 was Diverse ISP, and its contact information was publicly listed by Whois, a company that
28 provides public information about domain names. (Doc. 1-2.) But on September 9, 2025,

1 the Domain Name's registrant information was anonymized by Withheld for Privacy, a
2 domain privacy service partnered with Namecheap. (Doc. 20-13.) On October 21, 2025,
3 Plaintiff asked Namecheap for the un-anonymized information, which Namecheap refused
4 to supply absent a court order or subpoena. (*Id.*; Doc. 20-14.)

5 On November 10, 2025, Plaintiff filed an *ex parte* application for early discovery so
6 that it could subpoena Namecheap for the name of the Domain Name's new registrant.
7 (Doc. 20.) The Court granted the application on November 13, 2025, and Plaintiff
8 subpoenaed Namecheap the next day. (Docs. 24, 25-9, 25-10, 25-11.) Namecheap
9 complied on December 8, 2025, providing the name and contact information of the new
10 registrant, Belvana Sela. (Doc. 25-12.) Plaintiff sent the new registrant notice of the alleged
11 violation on December 10, 2025, and filed an *ex parte* application asking the Court for a
12 waiver of the ACPA's service by publication requirement and entry of default on January
13 14, 2026. (Docs. 25, 25-13, 25-14, 25-15.) The Court granted the application and the Clerk
14 of Court entered default against the Domain Name on February 12, 2026. (Docs. 29, 30.)

15 On February 17, 2026, Plaintiff sent Namecheap this Court's Order and the entry of
16 default and asked it to transfer the Domain Name to Plaintiff, which it eventually did on
17 April 14, 2026. (Doc. 33-3; Doc. 33-5; Doc. 33-1 ¶ 19.) Plaintiff also asked Namecheap to
18 reimburse it for its reasonable costs and fees incurred to secure the Domain Name after
19 Plaintiff's October 21, 2025, email seeking the un-anonymized information of the second
20 registrant. (Doc. 33-3.) Namecheap refused. (Doc. 33-16.)

21 Plaintiff now seeks this Court's intervention to recover its attorneys' fees and costs
22 incurred in litigating the dispute with Namecheap. (Doc. 33.) Plaintiff filed this *ex parte*
23 motion asking the Court to issue an order requiring Namecheap to appear and show cause
24 as to why it did not violate the ACPA and why it should not be ordered to reimburse
25 Plaintiff for its reasonable costs and fees. (*Id.*)

26 II.

27 "[A] court may impose attorneys' fees against a non-party as an exercise of the
28 court's inherent power to impose sanctions to curb abusive litigation practices." *Corder v.*

1 *Howard Johnson & Co.*, 53 F.3d 225, 232 (9th Cir. 1994). “In addition, a court may impose
2 attorney’s fees to sanction a non-party whose actions or omissions cause the parties to incur
3 additional expenses.” *Id.* at 232.

4 “Upon receipt of written notification of a filed, stamped copy of a complaint filed
5 by the owner of a mark” the ACPA mandates the “domain name registrar [not] transfer,
6 suspend, or otherwise modify the domain name during pendency of the action.” 15 U.S.C.
7 § 1125(d)(2)(D). The ACPA further provides that the domain name registrar “shall not be
8 liable for injunctive or monetary relief under this paragraph except in the case of bad faith
9 or reckless disregard.” 15 U.S.C. § 1125(d)(2)(D)(ii).

10 III.

11 The Court will grant Plaintiff’s Motion for Issuance of an Order to Show Cause
12 (Doc. 33) because Plaintiff has presented ample evidence that Namecheap violated its
13 obligations under the ACPA.

14 Plaintiff notified Namecheap of this action and therefore subjected it to the ACPA’s
15 requirement that Namecheap not transfer, suspend, or otherwise modify the Domain Name.
16 Namely, Plaintiff served Namecheap with a copy of its Amended Complaint on April 23,
17 2025. (Doc. 33 at 11; Doc. 13.)

18 Plaintiff also presents evidence that Namecheap violated the ACPA’s requirement
19 that a domain registrar not to “transfer, suspend, or otherwise modify the domain name
20 during pendency of the action.” 15 U.S.C. § 1125(d)(2)(D). When this action was filed, the
21 Domain Name’s registrant was Diverse ISP; on July 31, 2025, that registration lapsed; and
22 on September 9, 2025, Namecheap registered the Domain Name to Belvana Sela.
23 (Doc. 33-3.)

24 Finally, Plaintiff advances evidence that Namecheap acted in bad faith or reckless
25 disregard. *See* 15 U.S.C. § 1125(d)(2)(D)(ii) (prohibiting injunctive or monetary relief
26 against a domain name registrar absent a showing of bad faith or reckless disregard).
27 Despite service on Namecheap of numerous court filings over the course of several months
28 and Plaintiff’s emails apprising it of Plaintiff’s assertion that it was in violation of the

1 ACPA, Namecheap permitted the second registrant to anonymize its contact information.
 2 This suggests that Namecheap knew of this pending action as well as its obligations under
 3 the ACPA and chose to disregard them.

4 The Court will therefore order Namecheap to explain why it should not be ordered
 5 to reimburse Plaintiff's attorneys' fees and costs incurred as a result of Namecheap's
 6 noncompliance. In its response, Namecheap must address Plaintiff's assertions that its
 7 conduct violated the ACPA and did so in bad faith or with reckless disregard. And because,
 8 under these circumstances, the Court's power to award attorneys' fees and costs is derived
 9 only from its inherent authority to sanction, Plaintiff and Namecheap must address why the
 10 Court should or should not invoke its discretionary authority. *See* 15 U.S.C.
 11 § 1125(d)(2)(D)(ii) (limiting, but not granting, the Court's power to award monetary relief
 12 against a domain name registrar). *But see Corder*, 53 F.3d at 232 ("[A] court may impose
 13 attorney's fees to sanction a non-party whose actions or omissions cause the parties to incur
 14 additional expenses.").

15 **IT IS THEREFORE ORDERED** that Plaintiff's Motion for Issuance of an Order
 16 to Show Cause (Doc. 33) is **GRANTED**.

17 **IT IS FURTHER ORDERED** that non-party Namecheap, Inc. must show cause,
 18 in writing, no later than **October 12, 2026**, why the Court should not impose a sanction,
 19 requiring it to reimburse Plaintiff for attorneys' fees and costs incurred by Plaintiff as a
 20 result of its purported noncompliance with the ACPA. Namecheap's response must not
 21 exceed 10 pages.

22 **IT IS FURTHER ORDERED** that Plaintiff must file a reply no later than **October**
 23 **19, 2026**. Plaintiff's reply must not exceed 10 pages.

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1 **IT IS FINALLY ORDERED** that Plaintiff must immediately serve this Order on
2 Namecheap. Plaintiff must file proof of service no later than **October 2, 2026**.

3 Dated this 28th day of September, 2026.

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6 Michael T. Liburdi
7 United States District Judge
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