

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

MSR IMPORTS, INC.,

Plaintiff,

v.

GLOBAL GOODS, *et al.*,

Defendants.

Civil Action No. 23-2133

(Chief Judge Hornak)

[PROPOSED] FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION¹

This matter comes before the Court upon Motion by Plaintiff for entry of a default judgment and permanent injunction against the Defendants identified on Schedule “A” hereto (hereinafter referred to as “Defaulting Defendants”) for Defaulting Defendants’ federal unfair competition, federal copyright infringement, and related state and common law claims, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying offering for sale and/or selling and/or sale of Infringing Products.²

The Court, having considered the Plaintiff’s Motion for Default Judgment and Permanent Injunction, the Declaration of Brian Samuel Malkin in support of thereof, the Certificates of Service of the Summons and Complaint, the Entries of Default by the Clerk of Courts, and upon

¹ This default judgment does not dispose of all the claims against all of the Defendants. Several are still in negotiations and have not been defaulted or have been given an extension to answer. These Defendants are not included in the Schedule A for this motion.

² As alleged in the Complaint, Defendants are all infringing on at least one of Plaintiffs’ U.S. Copyright Registration Nos. VA-1-941-099 (SNOWMAN) and U.S. Copyright Registration No. VAu-1-414-313 (SANTA), the subject of each, respectively is the sculptures of Plaintiff’s Products. (“Plaintiff’s Works”), using at least one of the Amazon.com, eBay.com, Joybuy, Temu, Wish.com, Walmart.com, and Aliexpress.com online marketplaces (“Internet Marketplaces”) operating under the seller identities as set forth on **Schedule “A”** hereto (the “Seller IDs”)(“Infringing Products”)

all other pleadings and papers on file in this Action, it is hereby ORDERED as follows (hereinafter, "Order"):

I. Defaulting Defendants' Liability

Judgment is granted in favor of Plaintiff on all claims asserted against Defendants listed on the Schedule A in the Complaint.

II. Damage Awards

IT IS FURTHER ORDERED that because it serves the compensatory and punitive purpose of the Lanham Act and the Copyright Act's prohibitions on willful infringement and because Plaintiff has sufficiently set forth the basis for the statutory damages of 150,000.00 (copyright damages) in its supporting papers, the Court finds that such awards are reasonable and Plaintiff is awarded damages of \$150,000.00 against each of the Defaulting Defendants, severally and individually, as listed on Schedule A.

III. Permanent Injunction

A. IT IS HEREBY ORDERED that each Defaulting Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defaulting Defendant having notice of this Default Judgment Order shall be permanently restrained and enjoined from:

- (1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Infringing Products and using Plaintiff's copyrighted works in connection with the distribution, marketing, advertising, offering for sale, or sale of any products; and (b) shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or

- otherwise disposing of, in any manner products which use Plaintiff's Copyrighted Works;
- (2) directly or indirectly infringing in any manner any of the Plaintiff's copyrights or engaging in any unfair competition against the Plaintiff;
 - (3) using any reproduction, counterfeit, copy, or colorable imitation of Plaintiff's copyrights, photographs, or other rights including, without limitation, the Plaintiff's Copyrighted Works to sell any goods or services not authorized by Plaintiff;
 - (4) using any of Plaintiff's copyrights, or other rights including, without limitation, photographs, or artwork that are confusing or substantially similar to the Plaintiff's Copyrighted Plaintiff's Works on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing Products;
 - (5) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities by Plaintiff;
 - (6) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other

records or evidence relating to their User Accounts,³ Merchant Storefronts⁴ or any money, securities or other property or assets of Defendants (hereinafter collectively referred to as “Defendants’ Assets”); and

(7) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, and/or display for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

B. IT IS FURTHER ORDERED that, pursuant to 17 U.S.C. § 503(b), the Defaulting Defendants must deliver up for destruction to Plaintiff any and all Infringing Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of the Defaulting Defendants that infringe any of Plaintiff’s copyrights or other rights including, without limitation, the Plaintiff’s Works, or bear any marks, photographs, and/or artwork that are confusingly similar or substantially similar to the Plaintiff’s Works.

³ “User Accounts” are any and all accounts with the online marketplace platforms Aliexpress.com, Amazon.com, eBay.com, Joybuy, Temu.com, Walmart.com, and wish.com, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all other persons in active concert with any of them.

⁴ “Merchant Storefronts” are any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in products which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them.

C. IT IS FURTHER ORDERED that Third Party Service Providers⁵ and Financial Institutions⁶ are permanently enjoined and restrained from:

secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defaulting Defendants' Assets from or to financial accounts associated with or utilized by any Defaulting Defendant or any Defaulting Defendant's User Accounts or Merchant Storefronts (whether said account is located in the U.S. or abroad) ("Defaulting Defendants' Financial Accounts").

D. IT IS FURTHER ORDERED that the Third Party Service Providers and Financial Institutions shall be permanently restrained and enjoined from engaging in any of the following acts or omissions:

providing services to Defaulting Defendants, Defaulting Defendants' User Accounts and Defaulting Defendants' Merchant Storefronts, including, without limitation, continued operation of Defaulting Defendants' User Accounts and Merchant Storefronts which are connected in any way in the distribution, marketing, advertising, offering for sale, or sale of any products; and (b) shipping, delivering, holding for sale, transferring or otherwise

⁵ Third Party Service Providers are Amazon Services, LLC d/b/a Amazon.com, and Amazon Payments, Inc. d/b/a Amazon Pay (collectively "Amazon"), Joybuy Marketplace operated by Jingdong E-Commerce (Trade) Hong Kong Co., Ltd and JD E-Commerce America (collectively, "Joybuy"), Whaleco Inc., a Delaware Corporation, which is a wholly owned subsidiary of Pinduoduo Inc. which is owned by PDD Holdings (collectively, "Temu"), eBay, Inc. d/b/a ebay.com, Walmart Inc. and Wal-Mart.com USA, LLC, wish.com, Alibaba.com US LLC d/b/a Alibaba.com and Aliexpress.com, and any other third-party providing services in connection with any Defaulting Defendant and/or any Defaulting Defendant's Merchant Storefront, including, without limitation, Internet Service Providers, back-end service providers, web designers, sponsored search engine providers, sponsored ad-words providers, sponsored shopping providers, merchant account providers, third-party processors and other payment processing services, shippers, domain name registrars and domain name registries.

⁶ Financial Institutions are any banks, financial institutions, credit card companies and payment processing agencies, such as Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. AliPay (China) Internet Technology Co. Ltd., and Alipay.com Co., Ltd. (collectively referred to as "AliPay")⁶, Amazon Payments, Inc., Walmart Pay, PayPal, Inc. d/b/a paypal.com, and Context Logic, Inc. d/b/a wish.com ("Financial Institutions"), and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of any Defaulting Defendant.

moving, storing, distributing, returning, or otherwise disposing of, in any manner products which use Plaintiff's copyrights.

IV. Follow-Up Requests

IT IS FURTHER ORDERED, as sufficient cause has been shown, that, upon Plaintiff's request, within no later than five (5) calendar days of Plaintiffs' request:

(1) Amazon is ordered to remove any seller identified by Plaintiff from the following SNOWMAN (ASIN⁷ B06XKMP9KX) and SANTA (ASIN B07M9ZCWP8)

(2) Amazon shall place the following Amazon Standard Identification Numbers SNOWMAN (ASIN B06XKMP9KX) and SANTA (ASIN B07M9ZCWP8), into Amazon's gating program, so that Plaintiff will be able to control which sellers list product under these ASINs;

(3) Amazon is ordered to suspend any ASIN that was associated with a product already identified by prior Order of this Court in the present lawsuit to be Infringing, or unfairly competing (i.e. any seller is prevented from listing for sale under the identified ASIN);

(4) the Plaintiff has established that the following products as pictured below are the subject of federally registered Copyrights for the sculptures of Plaintiff's SNOWMAN and SANTA light covers,

⁷ Refers to Amazon Standard Identification Number. Each product is assigned a unique ASIN when listed on Amazon.



consequently sufficient cause has been shown, that, upon Plaintiff's request, within no later than five (5) calendar days of Plaintiff's request: all online marketplaces, including but not limited to, Amazon.com, ebay.com, Joybuy, aliexpress.com, Temu, Walmart.com, and wish.com, shall upon receipt of this Order, suspend, block, tombstone, and/or delete any and any product listings identified by the Plaintiff as either identical or substantially similar to these copyrighted works, and those products set forth below that have been adjudicated as infringing products:



Infringing Santa Light Cover



Type 1 Infringing Product



Type 2 Infringing Product



Type 3 Infringing Product



Type 4 Infringing Product

(5) however, the Seller controlling such listings shall not be subject to financial account restraint; and

(6) all online marketplaces, including but not limited to, Amazon.com, ebay.com, Joybuy, aliexpress.com, Temu, Walmart.com, and wish.com, shall, in the event a request for takedown or delisting of Plaintiff's Works occurs, upon receipt of this Order, immediately relist or otherwise reinstate Plaintiff's Works so that they may be purchased on the online marketplace.

V. Post-Judgment Asset Transfer and Asset Freeze Order

A. IT IS FURTHER ORDERED that in accordance with Rule 64 of the Federal Rules of Civil Procedure, 17 U.S.C. § 502(a), and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiff would have enforcing this Order, Defaulting Defendants' Assets from Defaulting Defendants' Financial Accounts that were and/or are attached and frozen or restrained pursuant to the Temporary Restraining Order and/or Preliminary Injunction Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this Action (collectively, "Defaulting Defendants' Frozen Assets" and "Defaulting Defendants' Frozen Accounts"), are, to the extent that a given Defaulting Defendant's Frozen Assets equal the Defaulting Defendants' Individual Damages Award, hereby released and transferred to Plaintiff as full satisfaction of the Defaulting Defendants' Individual Damages Award for that Defaulting Defendant. Those Defaulting Defendant's Frozen Assets shall be transferred to Plaintiff by Financial Institution(s) through Plaintiff's counsel within twenty (20) business days following service of this Default Judgment Order. Upon receipt by Plaintiff's counsel of such Defaulting Defendant's Frozen Assets in full satisfaction of the Defaulting Defendants' Individual Damages Award, the Financial Institution(s) holding that Defaulting

Defendant's Frozen Assets and Defaulting Defendants' Frozen Accounts may unfreeze that Defaulting Defendant's Frozen Assets and Defaulting Defendant's Frozen Accounts. To the extent that a Defaulting Defendant's Frozen Assets are less than the Defaulting Defendants' Individual Damages Award, that Defaulting Defendant's Frozen Assets are hereby released and transferred to Plaintiff as partial satisfaction of the Defaulting Defendants' Individual Damages Award for that Defaulting Defendant and those Defaulting Defendant's Frozen Assets shall be transferred to Plaintiff, by the Financial Institution(s), through Plaintiff's counsel forthwith.

B. IT IS FURTHER ORDERED that in accordance with Rule 64 of the Federal Rules of Civil Procedure and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiff would have enforcing this Order, the Court also hereby grants Plaintiff's request for a post-judgment restraining order continuing the attachment of each Defaulting Defendant's Frozen Assets until Plaintiff has recovered the full payment of the Defaulting Defendants' Individual Damages Award owed to it by that Defaulting Defendant under this Order, or until further order of this Court.

C. IT IS FURTHER ORDERED that in accordance with this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiff would have enforcing this Order:

1. until Plaintiff has recovered the full payment of the Defaulting Defendants' Individual Damages Award owed to it by any Defaulting Defendant under this Order, in the event that Plaintiff discovers new and/or additional Defaulting Defendants' Assets (whether said assets are located in the U.S. or abroad) and/or Defaulting Defendants' Financial Accounts (whether said account is located in the U.S. or

- abroad) (“Defaulting Defendants’ Additional Assets” and “Defaulting Defendants’ Additional Financial Accounts,” respectively), Plaintiff shall have the ongoing authority to serve this Order on any Financial Institutions controlling or otherwise holding such Defaulting Defendants’ Additional Assets and/or Defaulting Defendants’ Additional Financial Accounts (“Financial Institutions holding Defaulting Defendants’ Additional Assets and/or Financial Accounts”);⁸
2. upon notice of this Order, Financial Institutions holding Defaulting Defendants’ Additional Assets and/or Financial Accounts shall immediately locate Defaulting Defendants’ Additional Financial Accounts, attach and restrain such Defaulting Defendants’ Additional Assets in Defaulting Defendants’ Additional Financial Accounts from being secreted, concealed, transferred or disposed of or withdrawn; and
 3. no later than after twenty (20) business days following the service of this Order on Financial Institutions holding Defaulting Defendants’ Additional Assets and/or Financial Accounts, Financial Institutions holding Defaulting Defendants’ Additional Assets and/or Financial Accounts shall transfer all Defaulting Defendants’ Additional Assets to Plaintiff as partial or full satisfaction of the Defaulting Defendants’ Individual Damages Award, unless Defaulting Defendant has filed with this Court and served upon Plaintiff’s counsel a request that such Defaulting Defendants’ Additional Assets be exempted from this Order; at the time the funds are transferred,

⁸ This Order contemplates that investigation and/or discovery during judgment collection may reveal that Defaulting Defendants may have used other user accounts, operated by other Third Party Service Providers and Financial Institutions other than those named and that any additional discovered Third Party Service Providers and Financial Institutions, once identified and provided with notice, shall be subject to the restraints, asset seizure and turn over in this Order.

Financial Institutions holding Defaulting Defendants' Additional Assets and/or Financial Accounts shall provide to Plaintiff a breakdown reflecting: the (i) total funds restrained in this matter per Defaulting Defendant; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from each Defaulting Defendant's funds, restrained prior to release; and (iii) the total funds transferred per Defaulting Defendant to the Plaintiff.

VI. Miscellaneous Relief

- A. Upon Plaintiff's request, the Third Party Service Provider(s) or Financial Institution(s) shall disable and/or cease facilitating access to the Seller IDs, including tombstoning, deleting, and/or suspending identified ASINs, and any other alias seller identification names being used to offer for sale and/or sell Infringing Products;
- B. The Plaintiff may serve this injunction on any e-mail service provider with a request that the service provider permanently suspend the e-mail addresses which are used by the Defendants in connection with the Defendants' promotion, offering for sale, and/or sale of Infringing Products;
- C. Upon the Plaintiff's request, any Internet marketplace website operator and/or administrator who is in possession, custody, or control of the Defendants' Infringing Products, including but not limited to Amazon.com, Inc. and its affiliates, Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform, Context Logic, Inc. d/b/a Wish.com, Walmart.com, eBay Inc., Joybuy, Temu.com, and Etsy, Inc., shall permanently cease fulfillment of and sequester those goods, and surrender the same to the Plaintiff;
- D. Any failure by Defendants to comply with the terms of this Default Judgment Order shall be

deemed contempt of Court, subjecting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;

- E. Interest from the date of this action was filed shall accrue at the legal rate pursuant to 28 U.S.C § 1961;
- F. The bond posted by Plaintiff in the amount of \$5,000.00 shall remain in place;
- G. Plaintiff shall serve the Defaulting Defendants with a copy of this Order in accordance with the Alternative Service Order; and
- H. This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Judgment and permanent injunction.

SO ORDERED.

SIGNED this ____ day of _____, 2024
Pittsburgh, Pennsylvania

Mark R. Hornak
Chief United States District Judge

cc: Stanley D. Ference III, Esq.
courts@ferencelaw.com
Brian Samuel Malkin, Esq.
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Schedule “A”
Defendants with Store Name and Seller ID

Defendant Number	Store/Seller Name	Seller ID
3	FOLDING CATS	634418211864856
4	LIFEPLAY	634418211909796
7	MOMOSUPER	5469724842863
8	NAGAR	5753620733339
12	SURPRISE CABIN	634418212107604
15	WDTEC	315161591397
16	YC SPORTING GOODS	4619980814795
17	ACACIA BEAR STORE	1102565491
18	AESTHETICISM HOUSE STORE	1101333903
19	CUTESLIVING STORE	1101351612
20	FANTASY DROPSHIPPING STORE	1101574567
21	GLIMMER HOUSE STORE	1102907110
22	HAPPIES PARTY CITY 111 STORE	1101820948
23	HIFUN PARTY STORE	1102733451
24	HOBBYLANE KITCHEN STORE	1102303241
25	HOLIDAY BOUTIQUE STORE	1101355561
26	HOME DECORATIVE STORE	1102187467
27	HOME LIFE SMART STORE	1102161243
28	JENABOM STORE	1102766021
29	JONAS MARKET STORE	1102439316
30	LOVE WITH HOME STORE	1102049324
31	MAGIC MIRROR FASHION HOME STORE	1102923243
32	MINTIML FRIENDLY STORE	1101394638
33	NOVELTY HOMES STORE	1102938454
34	SHOP5370096 STORE	1101356467
35	SHOP911266320 STORE	1101591628
36	SUPER HAPPY PARTY STORE	1101796508
37	TETOU HOUSE STORE	1101437028
38	TSSAAG STORE	1100612105
39	YOUZI KOREAN STYLE HOME DECOR STORE	1102801441
45	CHERLINE	A365K4KKYQITLY
48	GOFASTY	A3CL7NDXYCSZLA
49	HIOE	A1AHWBD1FWQ64P

51	JSFWLH	A3OIY62N5H3LPN
53	KWEIDA	A1MGL93I8BNO0R
54	LIJIARUNUS	A34M7ZWKW1H106
57	NEXLEEVE	A2WSJCM3YPMQAQ
58	SHAOSAI	A1RG54WY4XSK8
59	SHENG XUANYA	A3CVN1OPC9TUEB
62	WUHUSHIGOUGOUDIANZISHA	A25IOLK63JU6K3
64	YUNASEA	A12QA8HQZPEMOM
66	ZHONGMAOHUI-US	A25L3O1DRXPGXL
67	ZMCUS	A13QNL7QCQT8IL
86	YIXING TOYS LLC	101255074
89	CAISHIQINOOU	5e6cc70229e786308bdd6da3
90	DINGWEFONG	5efd4b5b534f08dd46cdb378
91	FASHIONMENSWATCH	5a01bbcfdda8c513ade048b
92	FENGHUIQIN666	5e5101c3397cba8b691118a0
93	G3G3H6	5e941240563c0514442aa4e1
94	GUANQIN WATCHES	5909777f88aafc1d2db5e98e
95	HANPEIYAOKB	5edf45f402755b7df73d8127
96	HAPPYLANDS	59142527fc9cce47200a08b0
97	HUJDTUSYJ	5de621c202c87404085d884e
98	JAYFENSITUAN	5acaf787db5f1f10839a1722
99	JJUUGGG	5e8ed7712397df7002e2bb2e
100	KUDILAITI	5ac48f1d9bda4e6c5c72d860
101	LEEYOO (SHANGHAI) CO., LTD.	55017436a0086e174ce65829
102	LIWENQI5869	6049ab6735e25603c02337df
103	LIXIAOLI7749	61614557efe8e435840e56b0
104	NN651	5e85ce99826ea421ad0d6717
106	REDDY4	6474818df88f38080ca2c0eb
107	SCRAPINGANDREFLECTINGDREAMSMF	5f50127fcc75303e6368aba2
108	SONGZIJIAN	5ac49b0a2dde5e6c45852131
109	TOUYIXI15	5e635e992724a854afdc4b8d
110	WINNI MAKER INTERNATIONAL	53e7a092ff4d6d289c95a781
111	WUHUANYAN1119	5e74be5eea5a6e514209e699
112	ZHANGQINGYUN	582c4f6ef6872e3885dfff14
113	ZQINKEMS	61ee56bc8768c576b6a693df