

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

AFG MEDIA LTD,

Plaintiff,

v.

LEMONSEVEN, *et al.*,

Defendants.

Civil Action No. 24-cv-557

(Judge Stickman)

**[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 copyright infringement, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying offering for sale and/or selling and/or sale of Infringing Products.

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

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

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 Copyright Act's prohibitions on willful infringement and because Plaintiff has sufficiently set forth the basis for statutory damages in its supporting papers, the Court finds that such awards are reasonable and Plaintiff is awarded damages 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 Work;
- (2) directly or indirectly infringing in any manner any of the Plaintiff's copyrights;
- (3) using any reproduction, counterfeit, copy, or colorable imitation of Plaintiff's copyright,

photographs, or other rights including, without limitation, the Plaintiff's Copyrighted Work 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 Work 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,² Merchant Storefronts³ or any

² "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.

³ "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.

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 Work.

C. IT IS FURTHER ORDERED that Third Party Service Providers⁴ and Financial Institutions⁵ are permanently enjoined and restrained from:

⁴ 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.

⁵ 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”)⁵, Amazon Payments, Inc.,

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 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 Plaintiff's request:

(1) Amazon.com, Inc., and its related companies and affiliates, including Amazon Services, LLC, and Amazon Payments, Inc. (collectively "Amazon"), are hereby restrained and

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.

enjoined, pending the hearing and determination of Plaintiff's Application for a preliminary injunction, or until further order of the Court, from processing payments for any products listed under the following Amazon Standard Identification Numbers ASIN⁶ B06XKMP9KX and ASIN B09HQTDYLM by any Seller that has not been authorized by Plaintiff; Plaintiff shall provide notice to Amazon of Plaintiff's authorized sellers;

(2) Amazon.com, Inc., and its related companies and affiliates, including Amazon Services, LLC, and Amazon Payments, Inc., shall place the following Amazon Standard Identification Numbers B06XKMP9KX and ASIN B09HQTDYLM, into Amazon's gating program, so that Plaintiff will be able to control which sellers list product under these ASINs;

(3) Upon Plaintiff's request, Amazon.com, Inc., and its related companies and affiliates, including Amazon Services, LLC, and Amazon Payments, Inc., shall remove listings and/or advertisements for any product that Plaintiff identifies as infringing on Plaintiff's registered copyright and/or unfairly competing with Plaintiff's Product (i.e., preventing a seller from listing for sale under the identified ASINs); and

(4) all online marketplaces, including but not limited to aliexpress.com, Amazon.com, eBay.com, Joybuy, Temu.com, Walmart.com, and Wish.com, shall upon receipt of this Order, suspend, block, tombstone, and/or delete any and all product listings identified by Plaintiff as either displaying an identical or substantially similar product to copyrighted work, whether sold by the Defendants or other persons or entities; however, the Seller controlling such listings shall not be subject to financial account restraint; and

(5) all online marketplaces, including but not limited to, Amazon.com, ebay.com,

⁶ Refers to Amazon Standard Identification Number. Each product is assigned a unique ASIN when listed on Amazon.

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");⁷
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, 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,

⁷ 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.

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 \$1,000.00 shall be released.
- 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

Judge William S. Stickman IV
United States District Judge

cc: Stanley D. Ference III, Esq.
courts@ferencelaw.com
Brian Samuel Malkin, Esq.
bmalkin@ferencelaw.com

Schedule “A”
Defendants with Store Name and Seller ID

Defendant Number	Store/Seller Name	Seller ID
1	lemonseven	ABA3875NJ1QH
2	ChiBiaoD	A2JUZU1190CSNT
3	Crystal Week	A3JRNPUIRUYS1C
4	feihuangtengda1.1	ARO2Q1U4PL890
6	HTYBH	A21CTDHYMNAZYJ
7	juxianjiakangdianshangyouxiangongsi	A17R3ZNE2S9D64
8	Mixxii	A3R8TLH8N5FBT2
9	OBeauty	A3GAI6ULUYQ3FX
10	SUFURY	AX3FJ0B5SN89O
11	Xiang Ruixu Trading Co., Ltd.	A27652Y9ZXP0L7
12	Zhang Jianping North America	AEBJIU52SELOO
13	ZHQWZE	AMLVJWLG17US1
14	7406 Diverse Apparel Store	1101402091
15	Aixuanyu Mermaidtail Costumes Store	1101360166
16	Amimelover Store	1102456386
17	Anime Movies Store	1101506314
18	Bazzery Official Store	1100996769
19	Bestcostumes Store	1102662246
20	Blue Lagoon Store	1103273359
21	Brennus Fantasy Party Store	1102327109
22	CANDEVER Store	1101329885
23	Ccos One Store	1102435341
24	Cos Costume Store	1101329912
25	Cos Factory Store	1101442128
26	COSNYC Store	1101341903
27	Cosplay Factory 5 Store	1103393113
28	Cosplayee Official Store	1102485560
29	COSTUME FUNNY Store	1101360499
30	Dancewear Ballet Cosplay Costume	1100857565
31	Disney Mao Store	1102826920

32	Disney Toy -Temila Store	1102023670
33	DM HOME Store	1103075001
34	ecoparty store	1101369789
35	Ecowalson Store	1102251891
36	Ek Clothes Store	1103338119
37	Exquisite Life Store	1102439155
38	Factory Clothes Store	1101791584
39	Fantasy Fashionista Store	1102736475
40	Funny Shirt Store	1101415689
41	GOOSH Store	1102663557
42	Gulin's Shop@ Store	1101504857
43	Halloween Fancy Dress Store	1103312149
44	Happywear Mascot Store	1103256087
45	HKSNG Costume-Dropship Store	1100919242
46	HLZSPOYY Party Costumes Store	1102846060
47	Home8899 Store	1102377111
48	HSOON Tool Store	1103058161
49	Jie's Store	1101316495
50	Just Play Store	1102024636
51	JY Doll Costume Factory Store	1102336883
52	KBDFFA Clothing Store	1103087046
53	Laishan Store	1101697783
54	Linzeoyyds Store	1101802747
55	Lucy Nana Party Shops Store	1102725188
56	Memune Costumes Store	1102647926
57	Mermaid Tail Genshin Impact Store	1101938890
58	Mother And Baby Shop Store	1101935158
59	Orange Anime Store	1101856281
60	Outdoor & Leisure Life Store	1101363667
61	Petworld Store	1101249008
62	Popstyle Store	1101196617
63	Psy Duck Store	1103570116
64	Psy Duck Store	1102158484
65	Purple Feellove Store	1102903015
66	Qiangjia Factory Store	1102773655
67	Queen Dance Costume Store	1102221117
68	Role Jugar Official Store	1101371664

69	Role Playing Stage Store	1102588440
70	SENJUN COS Store	1101842487
71	Shop in Lantian Store	1101751909
72	Shop Medieval Cosplay Accessories Store	1103016273
73	Shop1102211247 Store	1102208276
74	Shop1102339362 Store	1102339363
75	Shop1102342878 Store	1102342879
76	Shop1102375269 Store	1102371379
77	Shop1102634845 Store	1102642016
78	Shop1102857097 Store	1102860094
79	Shop1103035487 Store	1103042435
80	Shop1103311127 Store	1103310108
81	Shop1103312469 Store	1103309438
82	Shop1103337130 Store	1103320835
83	Shop1103434268 Store	1103430275
84	Shop1103439468 Store	1103442461
85	Shop1103508250 Store	1103510240
86	Shop1103529496 Store	1103536546
87	Shop1103529497 Store	1103529498
88	Shop1103529515 Store	1103534497
89	Shop1103532519 Store	1103534482
90	Shop1103592999 Store	1103618048
91	Shop1103596197 Store (Lz Doll Costumes Store)	1103599148
92	Shop1103601399 Store	1103590407
93	Shop1103603578 Store	1103603579
94	shop13279273911 STORE	1101937594
95	shop65489156756 STORE	1101694154
96	Shop911052165 Store	1101561937
97	Shop911060177 Store	1101563997
98	Shop911418068 Store	1101612215
99	Toy Ocean Store	1102170337
100	Toy Room And Baby Store	1101947859
101	Toys Heaven Store	1102088083
102	Warm Blowing Wind Store	1102272142
103	whopawho store	1101280867
104	World Costume Store	1101701227
105	WY Watch Accessories Store	1101576751

106	Yiduv Costume Store	1102336769
107	ZHENSHU KID ER Store	1103279469
108	Qiang Jia Factory	634418211194448
109	Roxy	101246561
110	Shanxidaibangshangmao	101610631
111	Taiyuan	101597094
112	xiaolong888	101617584
113	YouNuoYuKeJiYouXianGongSi	101131823
114	Browse 25	5728b93163439c5ed595d1bf
115	curval00	5fff632323c3203f2b2879f6
116	Dark Star Trading Co.,Ltd.	56d011b2b1c12561608e1dc4d
117	Great888	5e2e5e2b7c168a6ac023960a
118	Jane's Box	58a7a99cc9309f50fcbec866
119	KKITOPGEE	5d5d0ae840defd547ba72494
120	quyan57543	6048683e5f0019522ff2bdfb
121	seven12345	58bba3d3d032bf532a618baa
122	TangLinYan	601bc981b34276a86272df43
123	Tienda Canta Claro	5f44321559bab0373c57b86a
124	Tradefactory	598455efec40ae0ba6c366eb
125	XCCLS20180318	5aae13732c49566a63f4b353
126	yoyo8888	5d4e8fb17edfad36f00a671e
127	ZTYAGAINZTY	5d9995847f8b0950fff5a7b0