

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

IAN LUSUNG,

Plaintiff,

v.

FENHOSE, *et al.*,

Defendants.

Civil Action No. 25-cv-1027

Judge Stickman

[PROPOSED] FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

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.¹

The Court, having considered the Plaintiff’s Motion for Default Judgment and Permanent Injunction, the Declaration of Stanley D. Ference III 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 As alleged in the Complaint, Defendants have offered for sale, sold, and distributed knock-off and infringing versions of Plaintiff’s Products which closely mimic the appearance of Plaintiff’s genuine products, which are the subject of U.S. Copyright Reg. Nos. VA 2-432-227, VA 2-432-224, VA 2-431-359, VA 2-431-363, VA 2-432-226, VA 2-431-360, VA 2-432-225 (“Plaintiff’s Copyrighted Works”), within this district and throughout the United States by operating e-commerce stores established at least via one of the Amazon.com, and Walmart.com marketplaces using their respective Store Names and Seller Names set forth on **Schedule “A”** hereto (collectively, the “Seller IDs”) (“Infringing or Knock-Off Product(s)”).

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 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 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;
- (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 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,² Merchant Storefronts³ 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.

² “User Accounts” are any and all accounts with the online marketplace platforms Amazon.com, and Walmart.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.

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

(1) 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"); and

(2) 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:

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"), Walmart Inc. and Wal-Mart.com USA, LLC, 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, Amazon Payments, Inc., Walmart Pay, PayPal, Inc. d/b/a paypal.com, Temu, LLC and Whaleco Inc. ("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.

(1) 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 copyrights and/or unfairly competing with Plaintiff's Products (i.e., preventing a seller from listing for sale under the identified ASINs); and

(2) all online marketplaces, including but not limited to Amazon.com, Walmart.com, and Temu.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.

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");⁶
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

⁶ 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.

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, 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, Walmart.com and its affiliates, and

Temu.com and its affiliates 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 \$50,000.00 is hereby ordered released by the Clerk;
- 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 _____, 2025
Pittsburgh, Pennsylvania

William S. Stickman IV
United States District Judge

Schedule “A”**Defendants with Store Name and Seller ID**

No.	Store/Seller Name	Seller ID
4	chenrongjiaju	A1OS5PRU33E269
5	chsdnjvkojesgjioe	A21ZJD8T01LXZI
6	panlongqusichaobaihuoshanghang	A2ZJTPAP9HYGMJ
7	Mad-Mike.Store	ACOBQKHRSQ7LI
9	baiaobaihuodian	AN1ILDQPLVFL3
11	dongguanxinyongfuzhuangyouxianzerengongsi	A2RT3GS18BOGLT
15	zhijiangzuoxian	AYECP0CWE94N2
16	shanghaijincanmaoyiyouxiangongsi	A2AVW3T043F4KJ
17	dazhoushizhaojinnongyekejiyouxiangongsi	AM7UOPSA7MJ
34	jinrushuang	A3MNGC39E6ELKK
36	YIYIXIANG	A2HH3X9VM7IOBM
37	LAKIMCT STORE	101592055; 10001611406
38	Xojdkiu	634418221079012
40	OWEWKN	634418221078281
41	Djyhys	634418220826465
42	Xmolgr	634418218730448
44	Qenwyde	634418219585735
46	CRAZY DANCEE	634418220029365
50	Customized Beauty Diy local	634418218503457
51	HLJP MTB	634418216052060
52	Customised Blankets	634418218195000
56	HZqing	634418221021532

57	CZJCJS	634418221080338
58	wangfengweiA	634418218822572
62	wangfengweiB	634418218822720
63	Three D Printing Dream	634418215824975
64	ANS Warm shop	634418218430177
65	HLJP MTC	634418218316468
66	Mao Blanket	634418219045679
68	Haisilk Moon	634418211100906
69	Jiaze Textile	634418221038767
70	FuDao Home Furnishing	634418217659510
71	HY H	634418213652801
72	Iron Gardenia	634418218687483
73	WANZSM	634418218330655
75	HomeBoxBro	634418221492079
77	KH Essentials	634418221492208
78	Latitude Blanket Shop	634418218931734
79	Caytkks	634418218907387
80	larioja	634418214499013
81	GeorgesBlanket	634418216794189
82	What you dont know	634418218156944
83	BeddingBoutique	634418218411211
84	Qianyong home textile	634418217562447
85	ZHANGXIAOYUE	634418220294557
86	Possessing mysterious power	634418218027329
89	beautiful lifelife	634418221496862

90	DiyJoy	634418219515260
92	Dinora local	634418215477066
93	CJJ JIT	634418219344379
94	Soft and warm time	634418219656446
95	Haven oml	634418221637481
96	Czy Haven	634418220858533
98	Little Osmanthus Comfortable Light Feather Textil	634418221387521
101	Hallowee	634418216753358
102	Gifteque	634418217736987
104	Niuniu Creative Workshop	634418213244021
107	LuckHyu	634418221705406
109	FENGBAOGE	634418217002992
111	DEC CUP MIAO	634418217902054
113	ACOO	634418219543302
114	ZESTCART TOWEL	634418220261182
115	HWWgg	634418213014124
116	Darkness Cases	634418215154383
117	Hello go case	634418219485492
119	Pure love cases	634418221065135
120	YP fashion shell	634418217050876
121	MHING	634418213427613
122	Ai Case	634418216537657
125	Eudora Phone Case Shop	634418220493675
126	We Shop Cases	634418218622106
128	Ke Aido Shop	634418219705846

129	Banana Boxes	634418216426127
130	HongFeng YZ	634418219593181
131	LivelyCase	634418217966920
132	LM Fashion Case	634418219461343
133	Lucky mobile phone shell	634418218163882
134	xinshangdianpu	634418212816544
135	Good Lucky Phone Case	634418218066654
136	Double happiness mobile phone case	634418217051441
138	A surname LOVE	634418214699946
139	INS housing	634418219257011
140	XH phone case	634418221261435
141	CW Mobile phone case	634418219320615
142	YC lovecase	634418220448402
143	LOVE Mshop	634418210208166
144	Shell Spectrum	634418218927371
145	The Shell Family of Excellence	634418218708145
146	ZHAN electronic	634418213858843
147	EPINM	634418218275881
148	UV Coke	634418218708461
149	UV meta	634418218708675
157	GBJ art	634418220351370
158	CasaShell	634418222215865
159	Oh case craze	634418222147450
161	Jorxe Ire	634418220429608
166	Wealthy House	634418218568404

167	Sugar cube shell	634418217376284
169	Starlightisle case	634418221916331
170	CaseGalaxy Factory	634418218984914
172	Little Caes Shop	634418219045477
173	KryoCase	634418221632325
175	WUDI BZ	634418216677917
178	Jingtxy Home	634418221217836
180	FuGlobal	634418221559170
181	PureBuy	634418221489022
183	Eliyo phone case	634418218259634
184	Trendy And Cute Phone Cases	634418221513198
185	Like Case	634418219275736
186	Butery	634418217829524
188	Otiner Home and Life Hall	634418219386758
191	Oho Saint Home	634418219353838
192	LHGJGSHU SHOP	634418220138981