

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

EVGENY LUSHPIN,

Plaintiff,

v.

CHUZHOUQINTIANWUJINYOUXIANGONGSI,
et al.,

Defendants.

Civil Action No.

25-cv-905

Judge Wiegand

[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. No. VA 2-431-398, VA 2-431-778, VA 2-431-376, VA 2-431-772, VA 2-431-380, and VA 2-431-775 (“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 Temu.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 Temu.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 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 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 \$199,000.00 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

United States District Judge

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

Defendant Number	Store/Seller Name	Seller ID
1	ChuZhouQinTianWuJinYouXianGongSi	A348C1S2HA4K1Y
2	Ji xia jingying bu	A2MRBCOWOEMKU
3	xianyouyanzaichenmaoyiyouxiangongsi	A24YEIS8XU22GC
4	LINJINZHONG	A2JBIQIXN3QBXN
5	Phaeton decorative painting	A27GAT69OJEQP5
6	songsongjingqi	A2R3W55S6LGIV9
8	fufu art	A3DCGIRY41CNJ3
10	Xiao Zhou Decorative paintings	A1BYV2C3PEAZZL
11	YBHUIYUAN	A1FKI32CUZ3CV
12	linyuning2024	A2FENJG6VN836D
13	fanmangengmaoyiyouxiangongsi888	A3FF6DHX370294
15	NengXiZhuangShi	A1GSU07FRREHRU
16	JOYMOE STORE	A27GTEAWQD3MW8
17	bling art	A2FC9XD04IWAHQ
18	hangzhoufuyangcaihongdayaofang	A2DGL9AIIHRRBJ
19	Luoshiqi	AZ65OBWQL0BWM
20	CARRYDONE	A1HF7QP9EN1K6L
22	xinghong QW	A1PZ3PZ4KWODWD
23	guangshuishiyunxuyanshangmaoyouxiangongsi	A123FZ19E7VF3D
24	Kungfu Alien	A12US0RS62AMUQ
26	liyuxiangdsajifajksfhnaisfnaisjfsasf	A33MDNRN4QLBJ8
27	TanHaiBo79	A2CMZ4P0HGMZ9K
28	Meishaonvzhanshi - shop	AARDPONHKUS0Q
29	GULUSHOP	A3VXG017Y03DMZ
31	jia yi Decompression poster	A1PXSKPEGQCOGG
34	zhedie art	A26K8KUFL3Y1K7
35	Hu shaohua	A1RJHKORMAYNG6
36	Yiwu shi shou ha shangmao youxian gongsi	A32HJ7KAN7YEK4
38	VTYH Posters Store USA	A3SZ648PMM16RN
39	kunmingmohuashangmao	A1KG61OYO9CGG0
40	Ediximi	A80SJXWY8SN6B
41	shanyinxianjiafenshangmaozhongxin	A1AMI9GU3S53VJ
42	xiang art shop	A3AIZSHNIZDNBF
43	ZHIMIN Art	AXY9TX5Z65DJG
44	ZHENGDEBIN ART	A8JRRFAHDOQN8
45	xianyouxianyuexiugemaoyiyouxiangongsi	AMSGGZEM8MV12

46	kaiyuniubi	A2S3CUIXR58EEU
47	li jian Link poster	A1DGJKPFN3Z5PA
49	Liqingshuang	ATQVC9YSD5D86
50	sale RuHuiShiJia	A352M50A8G3G0K
52	YIGIT DOGUKAN ABUT	A2VNYLSB3X5RBS
53	zhen ying Causal poster	A2KQ24K21PGJQQ
55	Qi hao maoyi	A32TAD5G4TY8GG
56	huangfoping	A3C1ZXBA10UNMW
57	chenguo hong668	A9AL79SW82UT7
58	linxiuminghaibao	AKK0MUHKPX61M
59	sudihong2024	A2SFC4YVQ36PTZ
60	weijia2024	A1YEFO9JEUK5VL
61	jianfenposter	AOL5BSSOWZ3NA
62	lianyuanping	A15Y1TOABVZTAV
63	jishanxianjinglingmaoyiyouxiangongsi	A251JTMIH6ATUO
64	xianyouchenghuiyuemaoyiyouxiangongsi	AS78V3T7LQHS4
65	wangshiye112233	AHK75BGDXBGT7
66	cqian753	A18KRGBLZBB0NA
68	AE6TP8D1R	A323S2O89TB7EB
69	AEB0U3M3F	A1DQHVTVYRPODJ
70	ZJIANZHONG	A1DT0ITD40GP1X
71	gongxiami	AMLUARSGI16CI
72	LIZUOLIN	A237518R4N2YG7
74	XinYiHaoAA	634418220403773
75	Urban Metal Decor	634418219005037
77	Art Deco sign I	634418218352266
80	ycanvas	634418216640987
81	IronWhisper Gallery A	634418220288472
82	MetallicMuse Artworks B	634418220290643
84	baobao poster	634418217281973
85	HD ART SHOP	634418219081116
87	David wangng poster	634418216379476
88	SuSu Art Shop	634418218263026
90	AUYOYO	634418219748787
91	CanvasCraft	634418218762262
93	Feel Cool Poster	634418219330140
94	Festive decorations A	634418219418888
95	GING WALL ART	634418215424132
96	Sky Art Decor Prints	634418218590480
97	Lucky HomeB	634418219961259
98	Sea Crafts	634418215270644
99	A High decorative painting	634418218332270

100	Hanging print KA	634418217781663
101	K Sincere Decorative painting	634418218141004
103	Baby Poster	634418217281823
104	WY Crafts	634418214483358
105	XCGONGYI	634418212234629
107	MYsee	634418217685848
108	starry sky painting	634418212241665
110	Prevent Special	634418214106731
111	G High decorative painting	634418218332407
112	H Sincere Decorative painting	634418218137106
113	painting by number H	634418211156037
114	Youmi Diamond Painting	634418215670905
115	N Fast decorative painting	634418218243264
116	C Aio decorative painting	634418218076243
117	Youjing Art	634418219356149
118	SHY ART	634418218210083
119	Lucky HomeO	634418219620070
121	YOUBIN ART	634418220797552
122	CTY Decorative painting	634418218149065
123	Want poster	634418220816302
124	CRT Decorative painting	634418217976381
125	MMPainting SHOP	634418220227945
126	KTYC Painting SHOP	634418220227610
127	E Loi decorative painting	634418218076344
128	snake scorpion	634418215991537
129	Kelly Home Art Decor Room	298007712227
130	Brother Bathmate	5462285884145
132	Foya Decorative painting	634418216076175
133	MOILY Decorative painting	634418216124433
134	BZDW	634418214299315
135	Decorative art posters	634418214202581
136	Silver Stream Wall Art	634418219038314
137	WY SI Hd Photo Shop	634418219113177
138	YUG Decorative painting	634418217976635
139	CTY Painting SHOP	634418220227243
140	B High decorative painting	634418218332288
141	EOC shop	634418212804729
143	Xinchen Crafts	634418221426396
144	R Art Garden	634418218125148
145	AugustinesPR	2488314016002
147	Shine Hanging Painting	634418216330758
149	HRposter	634418219164582

150	Dolphin bayh	634418219762805
151	poster lqr	634418220380125
152	KK decorations	634418220321403
153	gtrades	634418219658185
155	Li canvas painting	634418219512558
156	JINRL	634418219247849
157	De Quan Art poster	634418220706518
158	PTONPR PRINTS	634418219463081
159	Art Oil Painting Gallery	634418219233969
160	CHXIC	634418219477072
161	Cathy decoration	634418211361405
162	AArt Gallery	634418219836850
163	PICTUREBB	634418219692724
165	Youjing Trading	634418219356222
166	SailCanvas	634418218392789
168	delicate gift one	634418219849898
169	LI Painter Poster	634418219219347
170	Ronghuaguan	634418219762330
171	Fengshangxuan Crafts	634418217738493
172	HomeDecorativeZSB	634418219689065
173	CanvasMuse	634418219029565
174	CanvasVoyage Gallery	634418219493680
175	Picturesque ART	634418218099589
176	AI ART DECOR	634418218356515
177	WWMLL beautifully decorated rooms	634418222278887
179	Jane Artistry Haven	634418219953311
180	yanhouse	634418217842426
181	rulerrunner	634418217949240
182	Decorative Painting Shopping	634418217927234
183	Black Hole Sign	634418216822890
184	Artful Spaces Zone	634418220061413
185	mountainhill	634418217882357
186	YUAN ARTS	634418220666661
188	YES PAINT	634418220567491
189	YES ARTS	634418220687459
190	Here Decor	634418217805353
193	Dark Arts	634418219771319
194	ArtWallFusion	634418219425049
199	Pillow Decoration guo	634418211456568