

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

CYNTHIA JO JACOBS,

Plaintiff,

v.

HEBIBAOYUEJIANCAIYOUXIANGONGSI, *et al.*,

Defendants.

Civil Action No. 25-cv-1196

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 all other pleadings and papers on file in this Action, it is hereby ORDERED as follows

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 2-424-842, VA 2-424-839 (“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)”).

(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

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

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.

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

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.

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) 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:

(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 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,

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.

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 \$5,000.00 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.	Seller Name / Defendant	Seller ID
1	HeBiBaoYueJianCaiYouXianGongSi	A35KBK7WJNMWIF
2	zhengzhounuanjingshangmaoyouxiangongsi	A1I4TS14T6NDSU
3	Sole proprietorship of Chenghan Trading Company in Fusui County	A370X5NSEF9K
4	cuenong	A19KR4GHXNHWZ4
6	Norcords	A2V304P7KZ7IDP
8	beijingyipintangshangmaoyouxiangongsi	A114FQTCHM6S2D
9	wqybcv	A3FP0342KFIHWU
10	nqingrongzhongshangmaoshanghang(gerenduzi)	A103ENX2XO1FM1
11	HaErBinQiaoShaXiuShangMaoYouXianGongSi	ATJYWF0691VSR
12	tongyujiashangmaoyouxiangongsi	A3NR932L4RNP4V
13	XiangYanShangMao	A2VYTF CZF12PMB
14	aiyangyuxiangshuichanyouxiangongsi	A3PYAEOMCIK1SF
15	LuoXiaoLong81	A17GXSZ1XMIHWL
16	JingYingWangLuoKeJiZhongXin	A3EEJXOSBHE8TG
17	runnasm	A1AS00TMRJXPJL
18	LinYuanLvHuaGongCheng	AJH5J66GC4LK1
19	CengBo875	A10OLT1IPW122H
20	jinbolulin	A1ELXP56T5PA2
21	zhijiangshipiaoxuegebaihuodian	A10T5ASEJ729GF

26	chenwebbindexiaodian	ATWBQS8SEYYZT
27	Xiao yong shangmao	A34SRIDWFHCT54
28	Dazaro Store	A3BUN7UY9TMH9N
29	Xulight	AL3AWHW779XCQ
30	henggg	A2X1PC22NT8ENO
31	ZhangTingGang63	A1NU3SHCMH4Q78
33	sunhaodongmaixigua	A2FJHYJ263ZC75
34	lirendexiaodian	A1TMHS7YQ8UV
36	ningguochengbobowangluokejizhongxingerenduzi	A2J7QHS7T13FX0
37	xixianxinquqinhanxinchengleihuayubaihuodian	A28JI8M482HTJ5
38	chuzhoushihushaobodianshishangwushanghang	A22SJ9KI0INTR7
41	quangquang145	A20S7UUOW4B2JN
42	GuangZhouXiaoTuoShangMao	A14Y8AUUUFURVI
44	YuYaoHouseholdPaper	101650873; 10001670231
48	Hou YuLongWireless	102501509; 10002520866
51	WeiweiCameras	101651855; 10001671205
52	jinancheyunlinkejizixun	101676686; 10001696037
54	BenYang toys store	102486697; 10002506054
55	hefeigailingdianzishangwu	101631002; 10001650351
56	YUTING	101636363; 10001655714
58	dicilly home supplies	101629814; 10001649164
59	One alkyne	634418217694506
60	Shining Showroom	634418216340421
61	Shangmum ART	634418219744192

62	AnjuA ART	634418219630063
63	Nordingshan Art	634418219547769
66	WAWAW	634418219353978
67	HongQJ Wall Art	634418219147379
69	JJJ Wall Decor	634418218201678
70	LENG wall art	634418218796249
71	Oct Wall Art	63441821901525c0
72	YANZI WALL ART	634418216890873
73	AI ART DECOR	634418218356515
74	Canvastique	634418218762225
75	Gruwans Home	634418211850203
76	DuoFu Seller	634418211973958
78	Chic Artworks	634418216469653
79	XUKAIJIEART	634418217484966
80	Funny Home Decor Gift	634418216380250
81	Qinglong Art Poster s	634418220025104
82	jiejieposter	634418220356502
83	GQQ Decorative paintings and posters	634418219889337
84	XHY Decorative paintings and posters	634418219906822
85	WWM Decorative Painting Poster	634418219874035
86	TQTX Decor	634418219064989
87	Xinmi imp	2843995855990
89	homepart	634418219127037
90	GG Warm Home	634418214138660

92	cendiy	634418216586852
95	Awesome Selection - LOVE HQ	817177281065
96	Do ZZH	634418214013421
97	ZhanS Home textiles local	634418215299873
98	ZJYWCA	634418214523907
99	Maiqi Home Decoration	634418219149407
100	meetoo studio	4717818698684
101	Nais Home Textile	634418215214102
102	ZhiH Home textiles local	634418216014783
103	SJONE	634418211253400
104	Laizongshop	5802799285269
105	HuLY	634418218341963
106	Tin Sign Painting	634418218771315
107	lin Decorative Painting three	634418217208137
108	MetallicMemories	634418217322572
111	OPENNESS	634418217152144
113	Honey Home Pillow	634418209625638
114	Lovely Mu	634418212530820
117	ShengGeJiaJu	2985434820362
118	Hongxia shop	634418216848349
119	Rykebella	634418218264982
123	Metal Sketch Gallery	634418219318227
124	Framed Canvas	634418211992025
125	ageoo	634418213605385

126	Tin Treasures Gallery	634418217957106
128	Family Aritist	634418218734239
130	asdfdsg	634418219101652
132	XZ ART SHOP	634418218218819
134	Honglong cultural I	634418216996900
135	ManHe fa	634418214603770
136	HD ART SHOP	634418219081116
137	SuSu Art Shop	634418218263026
138	kadingg	634418219018124
140	painting studio suxx	634418217852200
141	Poising	634418216130508
142	KarinaGarden	634418217883741
143	BJGardenDecor	634418215312047
144	Hundred Caotuan herbal	1576622069860
145	HolidayGardenDecor	634418216571711
147	Hanshe Home life	634418214121811
148	daily necessities	32699404507
149	nokes	634418212681925
150	Yisheng Home Life Museum	277003237186