

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

LISA AUDIT,

Plaintiff,

v.

INSPIRATIONAL WALL HANGING PAINTING, *et al.*,

Defendants.

Civil Action No. 25-cv-1401

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. No. VA 2-420-419 (“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.	Defendant	Seller Account ID
1	Inspirational wall hanging painting	634418216919062
2	Tranquil Tea House	634418213845359
3	HongQJ Wall Art	634418219147379
4	Canvas Bliss	634418218752575
5	Warm Ahli Homeware Decoration	634418213777545
6	ManHe fa	634418214603770
7	PaintedCanvases	634418218762288
8	ageoo	634418213605385
9	Shengheng Artworks	634418218115786
10	Framed Canvas	634418211992025
11	GangCai	634418215788612
12	painting G	634418214158433
13	Decorative Painting Shopping	634418217927234
14	TPH shop	634418218319680
15	Xuridongsheng	634418212056177
16	Happy Shopping Tin Sign	634418218082459
17	Monster Tin Sign Decor	634418218653264
18	WARMTALS	634418216917294
19	Retro decoration	634418213753841
20	BKBT	634418219106062
21	LuckyCanvas	634418216342712
22	Kiss of the Fallen City	634418212083221
23	Brandon Decoration	634418217764435
24	Aleder Decoration	634418218265421
25	WallArtElegance	634418216935110
27	Lucky Selection Shop local	634418217688757
29	Creative canvas Shop	634418212382137
30	Custom Print	3903522893570
31	VCANBK	634418217725650
32	Dimpoli	634418215577638
33	WaWa House	634418212443097
34	vctl	634418212135723
35	Wall Plaque Decoration	634418212842396
36	kesaier eleven	634418217367958
37	Gruwans Home	634418211850203
38	Modern style home textiles	634418218204938
39	DuoFu Seller	634418211973958
40	JT Canvas Art	634418218333483
41	MAOSHUMIHUO	634418213751759

42	SSSSwallart	634418215859383
43	Sunny Day Art Decoration	634418218546971
44	SuSu Art Shop	634418218263026
45	ZH WALL ART	634418217578816
46	Canvas wall decoration	634418213455456
47	ArtCanvasia	635517730263432
48	HD ART SHOP	634418219081116
49	MVPIIBUG	634418217883177
51	HUA HE Mall	634418216282215
52	JZYL	634418212997989
53	All View	634418212994910
54	FunmakerB	634418215300750
55	Cool Pendant	4142010315998
57	Inherit cultural creativity	5094980427068
58	WANHH	2773816830755
59	Framed drawing	634418213956097
60	Emporium Mall	634418213035490
61	FOREST SPACE	634418216055852
62	I love sea	634418218740911
63	Rustic Retreat	634418213757942
64	Cozy Cottages	634418213759878
65	Nice art wall painting	634418215496977
66	Xiao Da Art	634418214471877
67	KEZHI Handicrafts	634418213535140
68	Hainuo Home Textle	634418211988620
69	SC Aluminum label	634418217724124
70	Art Aesthetics Home Decor	634418218856573
71	SMetalWerx	634418212667632
72	retro Tin art	634418216675362
73	GCOWE	634418218344125
74	zhongylv	634418211914136
75	CHUYAO FZ	634418213279605
76	Eeeza jiafang	634418215563821
77	jiandejiafang	634418212695999
78	ZYFANGK	634418215303064
80	LI AO Cancer sign	634418218461296
81	wenmengABCe	634418217912310
82	Carpet Sale Shop	634418218573273
83	BLANKET GIFT FOR YOU	634418218716270
85	This evening	634418212583994
86	Little Tomato Household Produc	634418211099573
89	JWwallart	634418217347505
90	Empress of Floor Mat	634418212911907
91	Floor mat expert	634418211446714
92	Lidou Home	634418211417403

93	Nais Home Textile	634418215214102
96	Joy Party Shop	634418218190073
98	PMDCarpet	634418214808799
99	xunyutrade	634418211614189
100	RUI QIYUE	634418211231795
102	JAYA lives at home	261852972987
104	SUPPEE	2562759469454
106	TWOONE	634418214222220
107	TBLb	634418218306104
108	FATODAY	634418218477868
109	LPP MATS	634418210937840
110	Christmas Collection Exclusive	634418212583967
111	CHANGHONG SHOP	634418217575730
112	Meimeip	634418217703425
113	Yi bing	634418218454940
114	Fun home components	634418216712649
115	YUE Dining plate shop	634418213555482
116	YXMAT	634418213482983
117	Dexia Textile	634418211471260
121	CookMate	634418217264396
123	StarTrends	634418213173809
124	TBLg Life Gallery	634418218867333
125	Anyu Home Textile Co Ltd	634418215246159
126	Yishengya Home Textile Co Ltd	634418217586211
127	A personalized shop local	634418215694019
128	xing bao	634418219359379
129	Peiyuan houseware	634418213154576
130	Home goods local shop	634418216127872
131	Fokusent	634418217845141
132	Home Print	634418211349439
133	Dawn hour	634418218041908
135	YWCZZ	634418217817976
136	MatMates	634418213767098
138	LIUJIANFENG	634418218385650
139	HLJP JJ	634418218993547
140	TUBAILI	634418216849994
142	deyunD	634418216808045
143	JunPenghanzhou	634418212240709
144	DIDIDay	601099724021725
145	WenXing Home	634418218966157
146	AB poster	634418218817329
147	Jim Art	634418215427871
148	one Simple Life	5981654710063
155	be promoted step by steT	634418218638222

156	AP customized type	634418216805591
158	painting studio suxx	634418217852200
160	yifeimeijiatie	634418212833527
162	Beautizon	5819991790325
163	Life Art Decor Shop	634418217636992
164	YongJing Art	634418214717268
165	Superior Framed Painting	634418216521707
166	Metal Tin Sign Club	634418217308440
167	Tay le Art	634418219223390
168	BKBW	634418219106134
169	dsggdfg	634418219180884
170	JinKouMaoYi	634418213812556
172	NOLAOyezi	634418217220756
173	Happy Decorative Painting	634418218213022
175	Decorative wall painting	634418214002738
177	HKStorage	191561858801
179	Kench shop	634418212010762
180	Fashionable Card	634418216143348
181	Garden De Flag	5195779947261
182	Garden Flag home	4239130133936
183	YE Pillow Shop	634418214208286
184	The mystery seller is handsome	634418214833046
185	fujingonline	3090877323861
187	DENGSHENGBAOZHENG	634418218169576
188	Sign Decor	634418212020816
189	HOUSE MOON	634418219317336
190	Mug Xu	634418219449156
191	Meetyo Zhu	634418219455757
192	BigChen Digital	115993189786
193	Power of innovation	2053803884187
194	Nail All availa	634418214573879
196	CanCan Wall Decor	634418216103604
197	Enter Dector	634418215154903
198	Esc Shop	634418214738104
199	Cozy art wall painting	634418217032561
202	Wholesale household goods	634418211686789
203	Zting Wall Art	634418217865449
204	dendranthema	634418218390029
205	XZ ART SHOP	634418218218819
206	Moy Wall Art	634418219270437
207	YALORA	634418215994127
208	Artify	634418215494773
209	Curated Canvas	634418219156219
210	ART Elegance Walls	634418219700825
211	LYBHone	634418219620556

212	GHBHONE	634418220014328
213	Poster Aura	634418219852922
214	GLLONE	634418219621727
215	Hoop Art	634418218100017
216	TengYuAd	634418217214975
217	ALL DECOR	634418219684049
218	VIBE Decor	634418218376224
219	JZTCONE	634418219618279
220	Canvastique	634418218762225
221	TOHOMA	634418217146871
223	Zhiyuan Ltd	4251422124772
224	Yueyue processing plant	3363599335025
225	DIY Wood products	634418212169078
226	Yangjie Home Textile	634418216721729
227	Good Luck Home Shop	634418211554549
228	PENGXUANJIAFANG	634418211822193
230	Yang Rug	634418216467394
232	GuanArtCrafts	634418218274308
233	MUSE FANCY	634418212632568
235	Xyjiafang	634418216499598
237	WeiweiTMSshop	4582164719948
238	ALANPrinted	634418217987743
239	KR HOME ART	634418216073071
240	PRINT POSTER	634418211778022
241	PRETTY DIY STUDIO	634418218931553
242	DIY Handicrafts	52932960782
243	QEUHB	634418218835630
245	Preferred shop local	634418219531196
246	Easy Buy Globe	634418218365641
247	DECOR SELLER	634418215522821
248	Moonlight Hometown	634418211635326
249	Generally Type	634418214106630
250	yushengTextile	634418218926341
251	FuguiJiafang	634418214247427
252	Jinhua Qianhui home textiles	634418215042912
253	Maiqi Home Decoration	634418219149407
254	Yan Wei Carmat	634418214337890
255	Private customization A	634418214243786
256	Yulifangzhi	634418216500816
257	ZYFANGL	634418215303103
259	ZYFANGD	634418213278977
260	YUFENGIN	634418217747975
261	Duck ART	634418217453058
262	Real time Translation Professi	634418218274660