

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

CHAN YONGXIANG,

Plaintiff,

v.

LIGUOJUN2025, *et al.*,

Defendants.

Civil Action No. 25-cv-1435

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 2-419-311; VA 2-419-007; VA 2-418-985; VA 2-419-288; VA 2-419-302; VA 2-419-006; VA 2-419-310; VA 2-418-980; VA 2-421-450; VA 2-439-569; and VA 2-439-568 (“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 \$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
2	YiDongBaiHuoShangMao	A3BAZ8OHZ6V3TT
4	zienke	A1R4CVBRC7PTVT
8	sscumn	A21SMWJ2POVP5M
9	menhhd	A3ARMC56URL2UL
18	gongcheng-us	AE8JMK3AGPW79
22	CXZZMN	A109BP2B53H0I
23	CherryArt	ATGUBA2B9QYBW
28	liaoninglviehengchengshengtaihuanbaogongche ngyouxiangongsi	A21YX8ISQSC7XY
29	Yjamaor	A3L4XBI3HCERL1
32	HJVFJVHVgtfrcvfgxc	A1PPITDAP464P3
38	yiwushixingdaishipinyouxiangongsi	AIEJA66XH994G
41	SXYBM	A11G0AY0MB3HCD
42	HSmile moments	A10XX35HVDGEJE
43	Nguyen viet hung	AB4NNYNDNBV4R
44	L Th Trang 195	A2AZYBPWUADV26
45	xry art	A27N1E5MU4PCZE
51	HAMINHTHUAN	AXRWBS0ARVDXJ
55	WeiYanJi	102514924
57	beaukin	102481466
60	langli69666	102725956
66	Rushay	102540379

73	XZhoNGWei	101620037
74	Yukang168	101346721
75	Suquosor Store	101680363
76	WANGZELONG	102734597
80	Zhouyang Co., LTD	101631388
81	Sunhillsgrace.Co. Ltd	101225422
83	Home Decoration	101649058
85	ZXIPN	101687352
87	Purowzwe	101591709
91	Snap Sticker	634418213795871
92	Tulip sticker	4466425088014
93	BellaBond	634418221476983
94	Zhangzhangde shop	634418218830335
95	Gracesticker	634418220709614
96	Angel Colorful Sticker	634418216948687
97	Doris sticker	634418220721168
98	KUKI Sticker	634418219198302
99	DnDx	634418217860843
100	Zhanlida Shop New	634418218910289
101	DUOMEITA SHOP	634418214626310
102	BAODUOMI SHOP	634418214673116
103	YANZHU SHOP	634418218686324
104	CDJewelry	634418212051739
106	YunKai Stickers	634418218788524
109	Make Sticker	634418217816298

110	JQ Sticker	634418216420160
111	FC Sticker Shop	634418216422883
112	ANHOOK SHOP	634418217606500
113	Awesome Selection - Fashion stickers are widely	2387658723857
114	ZCC Stickers	634418216819741
115	Awesome Selection - Fifi stickers	2729364472345
117	SF STICKER	634418218434491
119	Syun Six	634418218166636
120	PIXIU STICKER	634418218436402
121	HY STICKER	634418218434017
122	QinShanDZ	634418218821065
123	Interesting post	77623368594
124	SY sticker	634418216407406
126	KL Sticker	634418220932205
127	HAOMAIDE Shop	634418219378328
128	flower sticker	634418217769774
129	Awesome Selection - Fat Cat sticker life	2046289852381
130	Vast Sticker	634418216646549
131	XiaoTaiYangA	634418211062591
132	MCYTZ Shop	634418219427709
133	Stickerzone	3749148485175
134	GitHub C	634418218168828
136	QINHUILING	634418219650299
137	ZYaccessories	634418215670443
140	Kinds Of Shoe Charms	3081446705888

141	Happy shoe charms	634418219729171
143	Special key ring	634418219078983
144	KamFun	634418216665631
145	DesignShop	634418213528807
146	Handcraft Materials	4580453376438
147	PetDesign	634418213046087
149	MWSHIRT	634418218083498
150	zhaoshun	634418219752638
151	MirthBox	634418220805398
152	Desired Life LW	37073015329
153	New Happiness Shop	634418219765523
156	Shiny Sticker Shop	634418216422660
157	Mingen Sports	634418214288514
158	Treasure Sticker	634418216420501
159	CC Sticker Shop	634418217457074
160	Fufu L Shop	634418219250251
161	FurryGlam Nest	634418218488295
162	ULTRA FUN	634418217816810
163	Fenghuayuan Trading	634418221652154
166	Zona sur	634418222600410
167	AIIO RARO STUDIO	634418222313721
168	YESNONO	634418212894168
169	zhuozi	634418216982291
170	BIU BOOM STICKER	634418218434391
171	LQ Sticker	634418216646369

172	YOMI Sticker	634418217696248
173	Happy Nasha	634418214513835
174	New affordable	634418219899830
175	funny go sticker	634418222368124
176	He NewShop	634418219267095
177	YEESACG STICKER	634418209443576
178	DAWINRK SHOP	634418210371339
179	MOFEIR SHOP	634418217609981
180	ChicBoutiques	634418218261878
181	MUQING Clothing	4904887556551
182	Teen Trend Threads	634418219877728
183	ADEVGJJC	634418220206424
184	Aurora sticker	634418212924261
185	ALONGA	634418211492882
186	GanYuO	634418210621231
187	AngelSales	634418217218352
188	T Shirts Factory	634418221663241
189	GiftY Bag Boutique	634418217036492
190	AmazingSticker	634418217582602
191	KLOVEY	634418220686866
192	Aura Ribbon	634418222100269
195	DarrenTee	634418219172469
196	Zhixiang Stickers	634418219827493
197	CNSZBY	634418212325032
198	MiniMeeLucky	2659129003355

199	Paio	634418211406624
205	Free Time Life	634418219567374
206	SurpriseTee	634418219107304
207	SetonTee	634418219172397
208	N I G H T	634418219096628
209	AEWRPJA	634418220205230
210	Minibellakids	634418214285039
211	TIANMENGJIAFANG	634418221110222
212	Fine woolen blanket production	634418217985636
213	Soft and warm time	634418219656446
214	JIUJIUIUS	634418218100097
215	NewXX	634418217595503
216	Lucky Throw Custom	634418218413161
217	Pandorpt	634418218226657
218	B QHL	634418220798461
220	Same langmr	634418220041137
221	Cacc Auto supplies	634418210929106
222	Azz sticker	634418221088794
223	Optimistic life	634418220061810
224	Creative Transfers Studio	634418211016473
226	Hoodie OOTD one	634418219967922
227	ThinlightA	634418219944359
228	QIN kkp	634418221020726
230	Anna blanket	634418219773078
231	Global Better Products	634418218756764

232	PINK CREATIVE	634418218911493
233	Las cosas buenas	634418218203087
235	Qster	634418216913622
236	QIANYUNFUSHI	634418213938456
237	JTikNiUY	634418220166500
238	O Money comes from the old shopkeeper	634418220232750
239	HLKHYA	634418221368457
240	DOPIWJXA	634418220208639
242	Lntano Decorative stickers	634418217830108
243	WBDHJJD	634418220082648
244	JAmericanA	634418220206065
245	XZFDCB	634418220230046
246	AKAKshop	634418219843190
247	SHUAYAJCM	634418220220709
248	linjin six	634418219811985
249	man one one	634418218512968
250	CJAMESCBC	634418216091764
252	Xing Tree	634418220748352
253	AuroraYT	634418220336279
254	Mainstream Tshirt	634418221584409
256	WXXFDCCC	634418219396304
257	CQGYHHG	634418219220740
258	Luxurious living I	634418221486709
259	CDPZEJFF	634418219277726
260	CYKKWJFE	634418219277779

261	CXVQUJFD	634418219276692
262	wangfengweiB	634418218822720
263	Yuyi Home Textile	4906684877136
264	GloShopping	634418220287520
265	QL ONLINE	634418215311139
266	Cozy Canvas online	634418220618204
267	xiaotuC	634418219327114
268	wangfengweiC	634418218822824
269	hao dian pu	634418220833704
273	Ming CAI GE	634418219577455
274	DIY shoe accessoriesV	634418218719363
275	LUO DIY Decoration	634418217958812
276	XIAFENG	4103466126193
277	Shoe DIY Shop	634418216820750
278	HBMY Accessories Boutique	634418213160973
279	dacaibao	634418219591715
281	Home simplicity	634418213760456
282	CharmsCrocs	634418219867452
283	XN Sticker	634418221811802