

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

ALISON FRIEND,

Plaintiff,

v.

VA STOREDAN, *et al.*,

Defendants.

Civil Action No. 25-cv-1219

Judge Hardy

**[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.<sup>1</sup>

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

---

<sup>1</sup> 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 2-413-112, VA 2-413-118, VA 2-382-725, VA 2-382-902, VA 2-412-957, VA 2-413-342, VA 2-388-383, VA 2-413-117, VA 2-388-382, VA 2-413-351, VA 2-388-070, VA 2-382-783, VA 2-413-121, VA 2-413-115, VA 2-382-904, VA 2-382-907, VA 2-382-911, VA 2-382-786, VA 2-382-748, VA 2-412-944, VA 2-382-905 (“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)”).

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

(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,<sup>2</sup> Merchant Storefronts<sup>3</sup> 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.

---

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

<sup>3</sup> “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 Providers<sup>4</sup> and Financial Institutions<sup>5</sup> 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:

---

<sup>4</sup> 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.

<sup>5</sup> 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");<sup>6</sup>
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

---

<sup>6</sup> This Order contemplates that investigation and/or discovery during judgment collection may reveal that Defaulting Defendants may have used other user accounts, operated by other Third Party Service Providers and Financial Institutions other than those named and that any additional discovered Third Party Service Providers and Financial Institutions, once identified and provided with notice, shall be subject to the restraints, asset seizure and turn over in this Order.

Assets and/or Financial Accounts shall transfer all Defaulting Defendants' Additional Assets to Plaintiff as partial or full satisfaction of the Defaulting Defendants' Individual Damages Award, unless Defaulting Defendant has filed with this Court and served upon Plaintiff's counsel a request that such Defaulting Defendants' Additional Assets be exempted from this Order; at the time the funds are transferred, Financial Institutions holding Defaulting Defendants' Additional Assets and/or Financial Accounts shall provide to Plaintiff a breakdown reflecting: the (i) total funds restrained in this matter per Defaulting Defendant; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from each Defaulting Defendant's funds, restrained prior to release; and (iii) the total funds transferred per Defaulting Defendant to the Plaintiff.

**VI. Miscellaneous Relief**

- A. Upon Plaintiff's request, the Third Party Service Provider(s) or Financial Institution(s) shall disable and/or cease facilitating access to the Seller IDs, including tombstoning, deleting, and/or suspending identified ASINs, and any other alias seller identification names being used to offer for sale and/or sell Infringing Products;
- B. The Plaintiff may serve this injunction on any e-mail service provider with a request that the service provider permanently suspend the e-mail addresses which are used by the Defendants in connection with the Defendants' promotion, offering for sale, and/or sale of Infringing Products;
- C. Upon the Plaintiff's request, any Internet marketplace website operator and/or administrator who is in possession, custody, or control of the Defendants' Infringing Products, including but not limited to Amazon.com, Inc. and its affiliates, Walmart.com and its affiliates, and

Temu.com and its affiliates shall permanently cease fulfillment of and sequester those goods, and surrender the same to the Plaintiff;

- D. Any failure by Defendants to comply with the terms of this Default Judgment Order shall be deemed contempt of Court, subjecting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- E. Interest from the date of this action was filed shall accrue at the legal rate pursuant to 28 U.S.C. § 1961;
- F. The bond posted by Plaintiff in the amount of \$50,000.00 is hereby ordered released by the Clerk;
- G. Plaintiff shall serve the Defaulting Defendants with a copy of this Order in accordance with the Alternative Service Order; and
- H. This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Judgment and permanent injunction.

**SO ORDERED.**

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2025  
Pittsburgh, Pennsylvania

---

W. Scott Hardy  
United States District Judge

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

No.	Seller Name / Defendant	Seller ID
1	VA StoreDaN	AHI29HNXVI7EW
2	HAI NGA	A1Y55D0RDFES20
3	fengyideribendian	A1YQ22DDS9JCPY
4	RUICAIQOWJENZ	A3RYXT8FI1HIWL
5	HuanOuShangMao	A3JPXSP3FJJUOR
6	SUDUSUDU	ALQRQDKDKQKRY3
8	C-DYing ART	A35T65N4L7P63
9	Aykabil's homestore	A242748RCTQ5KJ
10	Yiwu shi qi dianzi shangwu youxian gongsi	A21SLYFLNO55IZ
11	VA StoreBUF()	A14ZSCZIYI8PZ7
12	VA Store^^	A3KT09G6JVLCSK
13	PHAM HOANG ANH TU	A1IDSYU5XKXIHB
14	chenshuaiguang	A16GGXZ52G90N3
15	xupeipei A	A3B1P087ETOSDM
16	UrbanNest Goods us	A3MND12O04ZYT1
17	XIISAHJBSAYQ	A7BZ0E3KNOJ4M
18	Lin bihuan	A2TAEIVH8RIX7M
19	VA Store DNAS	A10BIJ4300BO9U
20	VINH LÈ KHE	A35OJBJCPCJG0G
21	XUÂN MAI	A3HCCT1XRBUCMX

22	MINHCHUYEN KUFU SKY SHOP22222	A172ZLNPMYS1E0
23	Dung App Store	A2GQRSXS6MN9KB
24	qxzqsmyxgs	AVDVDVY4V6QJQ
25	IJSNHZGAQ	A1E0EO60M3X9O4
26	Hipilis	A2EDMM7RZA93QH
27	kumeijiasong123	A2GTVZY09T8ABM
28	Linfeng8	A20X5N07150FLX
29	qxfnsmyxgs	A1SU839ZN4SHPX
30	Lin feisheng	A2FN18M33PBUDR
31	LUXPX	ARDZVW44816UP
32	AEBKPTL6L	A203ZDTR60RPWF
33	wangdepengbm2	A2SIJEKC44ARRZ
34	VAN NGOC KHANG	ACPWRQLOEAF8I
35	pengfe111	A2T8C6R8L93608
36	fenglinhuoshan poster	102731656; 10002751077
37	LXMAA	634418221236991
38	C Light Luxury Home Decoration Painting	634418218908918
39	Artistry Haven AB	634418221215206
40	GOODPAINTING	634418220699613
41	Ordinary decorative arts	634418214430557
43	E Fast decorative painting	634418218242410
44	Office esports mouse pad	634418213000520
45	L Printing	634418221615589
46	KLOMP PRINT	634418219245398
47	Art Boutique good	634418221930996

48	TUTU Art Decoration A	634418218158884
49	qiuzhiDecorate	634418221403964
50	Beautiful and dreamy canvas painting	634418221209867
51	E baisheng shop	634418215758194
52	Acrylic handicraft manufacturer	634418220863374
53	Pixelle	634418221865717
54	YPUN	634418221706934
55	XiaoyeDecorate	634418219764308
56	DRT Decorative painting	634418218149396
57	F Gnu decorative painting	634418218076378
58	F Fast decorative painting	634418218242444
59	Interior decoration paint	634418217677449
60	FramedWallArtistry	634418218659690
61	F Allegorical	634418215485253
62	Yibo highend canvas poster	634418217919777
63	poster lqr	634418220380125
64	House of Vanguard Decoration	634418214859396
65	B Distant decorative painting	634418218241072
66	Sereincl ART	634418218752422
67	DCU Decorative painting	634418217807846
68	General decorative painting	634418217648579
69	CreativeArtWorks	634418219996856
70	YJY holiday poster	634418221664396
71	PosterVerseA	634418221924150
72	Floorey	634418221206673

73	ANGELIC ART	634418214858650
74	EpicCanvas	634418220792777
75	Silver Stirrup art	634418218751283
76	painting house ART	634418218541695
77	PTONPR PRINTS	634418219463081
78	Willow Art Museum	634418216656133
79	UrbanCanvasStyle	634418218659546
80	ZH Digital oil painting	634418221422434
81	M Happy Decorative Painting	634418218239085
82	G Yng decorative painting	634418218076393
83	G DearF home ART	634418215485312
84	F nie Home Decoration Paintings	634418219915549
85	P Fast decorative painting	634418218243375
86	Dream Decoration Painting	634418218196749
87	Luck turns shop	634418221029027
88	The melon shop	634418221881615
89	yonyuandiyimin	634418221803835
90	L ART Canvas painting	634418220212569
91	I Distant decorative painting	634418218241354
92	WDQFACAI art poster shop	634418221332688
93	WDQFANBU art poster shop	634418221331016
94	WCSEKE Canvas art poster shop	634418221329855
95	XZXartB	634418220935394
96	B Good luck art	634418218196669
97	Jasmine Decor	634418221537969

98	LI Painter Poster	634418219219347
99	Hayes Decor	634418218081432
101	Sincere Decorative painting	634418218026335
103	ZJM poster	634418220835538
104	Li canvas painting	634418219512558
107	Art of loves	634418217259018
108	The Gallery of Oranges is Modern and Beautiful	634418220688384
109	YD Oil Painting	634418221161669
110	A Dian Dian	634418216530488
111	YW Hanging posters	634418221165055
112	D Happy Decorative Painting	634418218238270
113	ZF KUAJING B	634418218205171
114	ArtElegance	634418219996893
115	chenzhenfeng	634418222165619
116	Fineness Sign	634418219556995
117	O Tranquil Nook	634418215420111
119	XEL poster	634418220776225
120	Exceptional Art	634418221881830
123	Floral Wall Decor	634418217882531
124	Lthg succeed in	634418219563152
125	Embellish a room	634418219571030
126	Colorful sail poster	634418221240899
127	LO Creative mens wear	634418219612285
128	Natural Fitwell	634418219273937