

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

CYNTHIA JO JACOBS,

Plaintiff,

v.

XUCHENGQIAN, *et al.*,

Defendants.

Civil Action No. 25-cv-1403

Judge Stickman

**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 Service of the Summons and Complaint, the Entries of Default by the Clerk of Courts, and upon

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<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 2-423-453, VA 2-423-306, VA 2-423-454, VA 2-423-416, VA 2-424-837, VA 2-424-836 (“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,<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.

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<sup>2</sup> “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.

<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:

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<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

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<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**

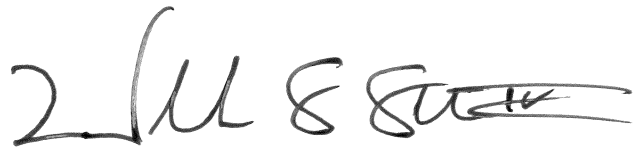
- A. Upon Plaintiff's request, the Third Party Service Provider(s) or Financial Institution(s) shall disable and/or cease facilitating access to the Seller IDs, including tombstoning, deleting, and/or suspending identified ASINs, and any other alias seller identification names being used to offer for 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 \$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 15 day of December, 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	xuchengqian	A30CD5NN6NSVPR
3	ZKBX Direct	A27VU0HXPO1SCU
4	kaimisite	AXP6QVD8UP5V5
5	chongqingjingyuejiancaixiaoshoujingyingbu	A2ZY4V8OF3GOJB
6	liyuxiangdsajifajksfhnauisfnaisjfsasf	A33MDNRN4QLBJ8
7	shandongmuyantangshangmaoyouxiangongsi	A1N05SV9WVX96K
8	HeYingLi85	A3ALNO5ZWWQ1F6
9	Chms	A1T19UD79IZVDD
10	QuJingHaoNiFuZhuang	A2JZD6DDT0591C
12	CCHANGOO	A39XHHF66YL54
13	guangzhouyangxiaowujindian	A332YG25C1QO72
14	YongFuJianZhuLaoWu	A18KN812V9G82
15	LinCangJieQueQinShangMa	A2N4QI0JD50QZZ
16	LiQiXia55	A176NCGJ8MDJPR
17	dinadianshop	A1SUOL9LQO31VN
18	QuJingKaiTongKeJi	A1SUVYWMW5NAX1
19	wangluliyishangmao	A1KUX7WJY4BNN3
20	heilongjiangyubiansishangmaoyouxiangongsi	A1D3JL4DMPMOE4
21	wuzhifeidexiaodian	A3CQQ2J3E3X2SI
22	QuJingXuLiaoShangMao	AIO1ZA260OA9F
23	khgkuig	A1FYNGQA3KSJ6A
24	LianYuanShiYiTongLaoWuYouXianGongSi	A12FE0A31CVF79
25	chenjiaming220	A2LK5JHXGLVKED
26	xiaoruima	A236EK2GQFWAS2

27	HaErBinHuangXiShangMaoYouXianGongSi	A1R48UOC7LZ1IR
28	KaiDaJianZhuGongCheng	ARQPEZV0C0DPX
29	shenyangshiyongditeshangmaoyouxiangongsi	A1JRWUXWNMKWXR
30	zhangjiawendedian	A2GOBEENSCC9IX
31	shengweiwushangmao	A1BT1YSBPT3SEX
34	zhangmomaiwazi	A3KAF7S00OUKR4
35	TunChangWeiBangXianShangMaoYouXianGongSi	101643153; 10001662503
36	ZhangYouQing	102490153; 10002509510
37	Haolong	2707030443122
38	ATRIR	634418217586326
39	Yilan Trading House	634418217971210
41	ArtOnCanvas	634418218762296
42	Ashlyn Wall art	634418218594616
43	benjiashangmao	634418217005445
44	MysticWea	634418217879139
45	Pingdingshan Penglong Trading Co Ltd	634418216946048
46	YYR Wall Art	634418218684047
47	LeafYR Wall Art	634418219139489
48	Crystal Lattice Sports Shop	634418211987497
49	Vintage Sign Atelier	634418218669743
50	Aura Art	634418219035910
51	FARFRE ART	634418216814549
52	RS ART PAINTING	634418215150703
53	DECOR SELLER	634418215522821
54	Starlight Shop local	634418219770946
55	illusory in local	634418219722414
56	HOME ACCESSOIRES	634418215771414
57	Lracle	634418216637718
58	Red Lightning local	634418217750409

60	Yolandy	634418219352244
61	Lenin	634418216260993
64	Wall Art Youll Love	634418215341492
65	artful living vibes	634418216623902
66	Dragon Wall Art	634418217847494
69	BJHG Mall	634418216596001
70	super oil painter	634418219530486
71	RSONE WALL ART	634418218096344
73	XBC Wall Art	634418215835810
74	ZHRNG WALL ART	634418217933457
75	Hot Wind Art	634418219958715
76	Eterna Art	634418216777511
78	Wall Art QQT	634418218394228
79	South from	634418210742431
80	ACOO	634418219543302
81	Zhi Hong decorative	634418218637147
82	Tin Painting Arts	634418218667549
83	Lucky Gate	634418219367947
84	Tingmao House Canvas Painting	634418219502657
85	lcsm	634418217883893
86	InnovateLife	634418219556047
87	ALL DECOR	634418219684049
88	Curated Canvas	634418219156219
89	ART Elegance Walls	634418219700825
90	jiafenglin	634418216226268
93	Sam Art Painting	634418217049680
94	Superior Wall Art	634418217197924
95	PaintTopShop	634418220185850
96	aqiang Wall Art	634418218530379

98	decoratio N	634418215982184
99	funny shopwindow	634418217862133