

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

RAFAEL MÁRCIO MELILLO BASTOS,

Plaintiff,

v.

ZHIJIANGSHIWAISHANSHANGMAOYOUXIANGONGSI,

*et al.*,

Defendants.

Civil Action No. 25-cv-1692

Judge Cercone

**[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 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 2-344-213 and VA 2-344-041 (“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 \_\_\_\_ day of \_\_\_\_\_, 2026  
Pittsburgh, Pennsylvania

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David Stewart Cercone  
United States District Judge

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

<b>No.</b>	<b>Defendant / Seller</b>	<b>Account ID</b>
1	zhijiangshiwaishangmaoyouxiangongsi	A1NYNRMUFE8RA8
2	lowelljennayste14400	A2W96ZX4G69YAT
3	Impact Shop US	A2IKLHH3QIKP5
4	Anhthune	AR2OMC15UJE89
5	FanZhiYue	A214PWSBK0YPB9
6	PDkkis	A1ULNNYVDSNVIW
7	VANANHXG	A2O0D853H00626
10	Bupei	A2KT2EYX70AERK
11	xiamenshidonglinyuanco.ltd	102677437; 10002696843
12	DANNEA	634418218306953
13	VogueSphere	634418218460122
14	CustomChicCo	634418219009965
15	Coolest car sticker	634418216627529
16	Best Wishes Sticker	634418221146001
17	Happiness Stickers	634418219699904
18	ZLTGH	634418220165309
19	TTOPP	634418219555643
20	XAGEF	634418219610809
21	AAYIBINA	634418219178798
22	A sparkling	634418220006186
23	AMDTR	634418219546319
24	Zhongruu	634418217864204
25	ELOLW	634418219632271
26	ANGPO	634418219827200
27	Plushves	634418219466747
28	Tshirt Explorer	634418218259668
29	YUVCX	634418220162301
30	TTTSP	634418219177335
31	OPUTE	634418220166820
32	Fresh Ink Tees	634418219917258
33	Han Brothers	634418219627976
34	REBELARY	634418218944768
35	HKJUYHFDD	634418219135510
36	TTLZR	634418219176992
38	MASTER QUEEN	634418218511084
39	chenjiupi	634418220124344
40	AMZ TEE	634418219228047
41	ChangmingLY Trade	634418220362944
42	KCGDW	634418220169937

43	BXEVMZC	634418218822886
44	Brzy Attre	634418220666877
45	JNAHAH	634418220801598
46	POP UP Studio A III	634418219374060
48	Tshirt Base Camp	634418219540460
49	Lazy Day Apparel	634418219806890
50	LLMXD	634418220163977
51	NYI Mans Closet	634418219493927
52	Dapper Cubs	634418219362730
53	Customization Tips	634418219749775
54	Cool kid Tshirts	634418220241216
55	CustomChic	634418217271408
56	UniquePrint	634418217476865
57	RGBDIY TOP SHIRT	634418217821201
58	Elegante Edge	634418218287301
59	Chic Haven Shop	634418218286317
60	Lovely Top Shop	634418218097667
62	TONGZHIHUA	634418216089194
63	DarrenTee	634418219172469
64	DaLangDD	634418219854430
65	WGOKLOER	634418218508642
66	jojojotee	634418219479780
67	XOtees	634418219388496
68	DANTESS	634418220204063
69	PEARTEE	634418220199209
70	QOtees	634418219388378
71	ZephyrTee	634418219139232
72	Top Zero	634418214231744
73	Seven Stitches	634418219250708
74	COTTON	634418217998550
75	Dream big clothing two	634418219954143
76	Dope Drip Den	634418219378933
77	Yimuf	634418218620808
78	Insight Tshirt A	634418220049785
79	Alos	634418219517795
80	PEGGYNCO	634418218511166
81	Harmonone	634418219956257
82	ZUIWANGC	634418220242830
83	ZUIWANGI	634418220253297
84	HDFTGHTLL	634418219135718
85	ZUIWANGB	634418220239487
86	TRELOPW	634418219416447
87	HAOLEIA	634418219471699
88	GASFL local	634418219142145
89	ZUIWANGA	634418220237925

90	JNBVD	634418219470022
91	ZUIWANGF	634418220251438
92	ZUIWANGD	634418220246168
93	ZUIWANGE	634418220250593
94	TrendTees	634418219679606
95	JUJUVY	634418219463741
96	JHFAJLS	634418219841380
97	ZUIWANGH	634418220252900
98	CuCuWe	634418219759683
99	VIVITT	634418219469567
100	BeihanTshirt	634418219532920
101	Fast fashion Tshirt	634418219695491
102	BSYHA	634418219469926
103	HSEGHS	634418219470118
104	my world	21714173509
105	Peace Diy Painting	634418220214814
106	Wudang Shop	634418220596130
107	chenlue	634418220320010
108	LOUHYY Baseball Caps	634418220688979
109	Collaborative Innovation Factory	634418219378466
110	ABC hat factory	634418219847448
111	TRMUG	634418219842746
112	COOMUG	634418219152243
113	HGJUIKKK	634418219135267
114	CZSJ TRADE	634418219812173
115	Jiangnan Cloth Factory	634418219785786
116	ZFVZMA	634418219345314
117	Fashion boy T	634418219932455
118	Multifunctional Tshirt	634418219736233
119	Street Tshirt	634418219826159
120	Starting point more	634418219820519
121	xing ge Fashion Tshirt	634418220529725
122	SunMeters No	634418220281807
123	Mainstream shipping	634418220035667
124	TRAClothing	634418221070355
125	WJONEE	634418219576875
126	NDLIULY	634418219887723
127	Desu Cowan	634418219471306
128	WTY TY	634418216359955
129	Sage AO	634418220020262
130	VRNB	634418219811773
131	SumllyN	634418219859854
132	YUIAOZ	634418216921027
133	JIAJUN SHOP	634418218683078
134	Cool Trend Ts	634418220026872

135	Trendy Tshirt Shop	634418220508855
136	Classic Charm	634418218687201
138	Tee Your Way	634418218522010
139	AANZBZ	634418221151679
141	Everything you need is here NO	634418220313451
142	New start point	634418219678953
143	jianoudiaoling	634418221944345
144	xushenghui	634418221946295
145	MMan style	634418219388869
146	Xscloth	634418219002592
147	VerenaXx	634418220599707
148	FXPH	634418221996466
149	Modern Gent	634418218687531
150	Lucky Colorful Dawn	634418219741047
151	SportOutdoor	634418219736838
152	DazzleDesigns	634418219962789
153	Trendesigns	634418217354220
154	Love Shopp	634418219736955
155	AvantGarde Print	634418220050635
157	Createfantasy Clothing	634418214698308
158	WTY QPL	634418215195954
159	Yhei Factory	634418220061249
160	LINKKKKK	634418221449085
161	TzoneShow	634418221742409
162	CYCLE X	634418218876645
163	LONGTAg	634418220232158
164	AAA Trendy Hat Commune	634418220562054
165	Trendy Wearing Hat	634418220411651
166	zhi yi hat	634418220411388
167	EEE Trendy Hat Commune	634418220571937
168	sanghuran clothing	634418220412651
169	WTY GJ	634418218461032
170	CYXJJOMZE	634418219277669
171	Hero AA	634418219252570
172	YMYMY	634418220073881
173	FJCQY Shop	634418220549576
174	QS Customized	634418216038641
175	High quality men	634418219609456
176	GlowGo X	634418220515138
177	SunriseTrade B	634418220683282
178	ENwomen shop	634418220108306
179	BESTENJOY	634418218791489
181	Desla	634418219859425
182	WTY FT	634418218244013
184	ETBALLTEE	634418220060775

185	AuroraTee	634418219138416
186	coteees	634418218903964
187	cashmoremore	634418220693079
188	Xiao Zhou shoe shop	1048416059181
189	Star X Shop	634418219769856
190	R Money comes from the old shopkeeper	634418220231007
191	MPVG	634418221046327
192	UNBOUND THREAD	634418220249520
193	DIY RR	634418222038154
194	Best DIY CH	634418222070294
195	NyotaTee	634418219139104
196	WarmKK	634418219418553
197	P Money comes from the old shopkeeper	634418220234129
198	A Money comes from the old shopkeeper	634418220234589
199	DAIONETEE	634418219774259