

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

ABRAHAM SZOMOR,

Plaintiff,

v.

WANGDEPENGBM2, *et al.*,

Defendants.

Civil Action No. 25-cv-1406

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.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. No. VA 2-403-937 (“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. Plaintiff shall serve the Defaulting Defendants with a copy of this Order in accordance with the Alternative Service Order; and
- G. 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

W. Scott Hardy
United States District Judge

Schedule “A”
Defendants with Store Name and Seller ID

No.	Defendant / Seller	Account ID
1	wangdepengbm2	A2SIJEKC44ARRZ
2	jinchengzhizegongyinglianyouxiangongsi	A2LW85PP2DE3JD
3	qingdaorunxuangegeshipinyouxiangongsi	A18XP3X6ENJOQF
4	xianyouzongjinmaoyiyouxiangongsi	A15K8Y2DU43BUR
5	jishengdedianpu	A2KOBAYYPQXCE1
6	Yang chuang	A2HST5ZXQSZSYM
7	Xi You Shopping	A1NQWPZW5M8ORU
8	Sheng Zhen Shopping	A3D03TPCU7NPZC
9	PuTianShiYiNuoYuanBaiHuoYouXianGongSi	A3T21JWBRTX1JK
10	yingguangyong	A1W8Z6LG4V0I0F
11	Dai zun qiang	A1PZQ7EMBGSVXH
13	letingpengxiangjiashengmaoyiyouxianzerengongsi	A8PH60VL590V7
14	youxiandunyuriongpinyouxiangongsi	A1373A15K5M767
15	weifanghongchuangjianshe	A2HUAPWPOTMWEK
16	chsdnjvkojesgjioe	A21ZJD8T01LXZI
17	panlongqusichaobaihuoshanghang	A2ZJTPAP9HYGMJ
18	A large and beautiful	634418219409143
19	ChuanGeYi Trade	634418219787369
20	FF Art Decor	634418219563021
21	XX Art Decor	634418219562076
22	Kingfour	634418219199969
23	The tide the times	634418219477336
24	funny wall art	4692272347092
25	PX Art Decor	634418219503088
26	QW Art Deco	634418219577088
28	Princess FenPhen shop	634418219035531
29	KingTwo	634418215088341
32	Fantastic Art Gallery	634418219237200
34	CMJBAOKUAN	634418220026981
35	Custom Wall Artistry	634418219573771
36	Junya Beautiful Home	634418218578951
37	SZ Art Deco	634418219577199
38	AGSDX	634418218940541
39	Verdant TPB	634418219840659
40	Coconut Wall Art	634418218566852
41	CHLHshop	634418218808527

42	Muxi poster	634418220723269
43	DYY poster	634418217751168
44	Myinonine	634418214577989
45	LoveTPH diy AJG	634418217502963
46	Grapes frameless painting	634418220500107
47	Orange art frameless painting	634418220507746
49	Grapefruit Art	634418220068585
50	Frameless painting	634418219852706
51	LLminins	634418219618636
52	ShanShan Painting	634418211886119
53	Egg roll poster art	634418221142531
54	WWtemus	634418219633918
57	Blackberry Canvas Painting Shop	634418219124795
58	DUL GADER M BA	635517731585501
59	Decorative Shop X	634418221172171
60	Decorative Painting Shop A	634418221116810
61	happy poster art	634418220937626
62	Floral Wall Decor	634418217882531
63	LuoWallArt	634418215969526
64	FANTTACY Wall Art	634418215968900
65	Qtemu	634418219611791
66	Tea girl poster art	634418220970416
68	Sailor Mn Wall Decor	634418218193640
69	FF WALL ART	634418219456080
70	XYlife	634418213943630
71	LIyuanY	634418218661101
75	LPF Art Workshop	634418220430081
79	XY poster	634418220776633
80	HongQJ Wall Art	634418219147379
84	Believe in each other	634418219531854
85	WangJ Wall Art	634418218213754
86	Oil painting Xiao Wang	634418219349495
92	Poster Decoration	634418219888679
94	Elegant Gallery	634418219780212
95	YLY Printed oil painting	634418220958337
96	OHIGOU	634418218620481
97	HJS a pleasant dream	634418220458804
98	YF Art and Aesthetics	634418220429715
99	Eqwert	634418220432913
101	Super oil painter	634418219530486
102	Majestic poster	634418218183664
106	one canvas poster	634418220367161
107	QiuqiuSTtemu	634418220665602

111	BH Painting	634418220864411
113	Huang poster	634418219907931
116	CJP Decorative paintings and posters	634418220334728
117	HDY The Beautiful World	634418220461439
119	LAYY Wall Art	634418218094032
121	HHS Decorative paintings and posters	634418220528529
122	GXY A hopeful family	634418220525820
124	jing han Art poster	634418218691536
125	XCK The significance of family happiness	634418220403679
126	Noluded ART	634418219744606
129	FlowerF ART	634418219547858
130	CJP Poster oil painting	634418220487554
131	Pink Wall Art	634418218965618
132	CJP Oil Painting	634418220489291
134	Dqwert	634418218908190
135	YR ART	634418218759202
138	wall Unique poster	634418220366722
139	MAGICONS	634418218718860
140	home decor paintings	634418221042034
143	JMM Shopping	634418217741982
146	XEL poster	634418220776225
147	ycanvas	634418216640987
149	Cqwert	634418218907848
151	Artfully Your Wall Decoration	634418219385190
152	lasm	634418217883893
153	Artistlifehappy	634418218569005
154	XINEN decoration House	634418218643551
155	DSeek	634418220996001
156	XH Art Decor	634418219392695
159	HSH a wonderful life	634418220312594
160	BearPor ART	634418219622155
161	CO Painting	634418220864637
162	Dking poster	634418217350839
163	XLC A meaningful and happy life	634418220509774
164	MJng Wall Decor	634418218200384
165	H Grateful Decorative painting	634418218151402
166	B Fortune art	634418218167344
167	FOS Wall Art	5320979134372
171	Aurora aaa	634418215688867
172	Poster Story	634418218988711
173	COPOP	634418221260385
174	XMZdecoration	634418219321841
175	DZDREAM	634418220655325

176	Feixu Design	634418219541629
179	Y DIW Atr	634418213718160
181	Ochow	634418215142315
182	LOLUNSS	634418215041494
183	Luminous Designs Art	634418219619811
184	ZL Art Decor	634418219577525
185	LL Art Decor	634418219560917
186	Wj abstract Art	634418219295050
187	Pear Wall Art	634418218214696
189	Tayt	634418220399456
190	ElonMa	634418220764700
191	Wheator	634418220860895
192	yolandabc	634418221038219
193	Arbitrarily Art	634418214328005
194	First words poster	634418220851828
196	JUANA rt painting	634418218216909
197	Liyongkai	634418219100867
198	MK ART	634418216915995
199	buble	634418210591943
200	FT IRON SHEET PAINING	634418211412971