

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

LISA AUDIT,

Plaintiff,

v.

HOLIDAY DECORATION POSTERS, *et al.*,

Defendants.

Civil Action No. 25-cv-1553

Judge Stickman

[PROPOSED] FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

This matter comes before the Court upon Motion by Plaintiff for entry of a default judgment and permanent injunction against the Defendants identified on Amended Schedule “A” hereto (hereinafter referred to as “Defaulting Defendants”) for Defaulting Defendants’ Federal copyright infringement, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying offering for sale and/or selling and/or sale of Infringing Products.¹

The Court, having considered the Plaintiff’s Motion for Default Judgment and Permanent Injunction, the Declaration of Stanley D. Ference III in support of thereof, the Certificates of Service of the Summons and Complaint, the Entries of Default by the Clerk of Courts, and upon

¹ As alleged in the Complaint, Defendants have offered for sale, sold, and distributed knock-off and infringing versions of Plaintiff’s Products which closely mimic the appearance of Plaintiff’s genuine products, which are the subject of U.S. Copyright Reg. Nos. VA 2-421-411, VA 2-420-610 (Poppies Melody), and VA 2-420-594 (“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

William S. Stickman IV
United States District Judge

Schedule “A”
Defendants with Store Name and Seller ID

No.	Seller/Defendant	Seller ID
2	DecorArt Gallery	634418219184048
3	poste two	634418219477045
5	This poster looks great	634418218732626
6	getonemoretime	634418218421212
7	Collecting Massive	634418218959928
8	Mango Wall Art	634418219399647
9	Tin painting home decoration	634418219102553
10	Baines Decor	634418218085715
11	Junjie Poster	634418216073559
12	Daybreak T	634418216313618
13	Canvas Art painting	634418214157621
14	Lis poster decorative paintings	634418218641446
15	Grace Wall Art	634418218464581
16	My world is up to me	634418209605272
17	Pingdingshan Penglong Trading Co Ltd	634418216946048
18	Decorative Painting Art Center	634418219372420
19	DreamscapeDelights	634418220339406
20	funny shopwindow	634418217862133
21	Rainbow Island Fashion Shop	1977378448978
22	dfjun	634418219187569
25	Yaba Blanket	634418213558457
26	Feier Home Goods	634418212829116
27	xingyunfushi	634418212552083
28	Xinran Home Textile Co Ltd	634418216697880
29	Yuyajiafang	634418218347083
30	illusory in local	634418219722414
31	Starlight Shop local	634418219770946
32	wenmengABCd	634418217925148
33	xiaotuB	634418219327040
34	Radiant Blissf	634418217737460
35	sweet candies	634418219387430
36	Asddghjgh	634418220437139
37	AFSDFSD	634418220437088
38	AKHBHJ	634418220437067
39	andjl	634418220424696
40	abends	634418220437173
41	Afccvfgvfd	634418220437135
42	Asfdfdf	634418220437075

44	APOHB	634418220437060
45	abdfj	634418220437188
46	abhdgf	634418220437184
47	yhfhh	634418219946064
48	Kerie	634418219966286
49	yulejiaxiaodian	634418220344653
50	ruijiafuzhuang	634418220344444
51	jiubashangmaochu	634418220432448
52	yuedouxiaodian	634418220394728
53	SOUR LEMON	634418211199092
54	Denozer	634418215461377
55	Canvas Heaven	634418217267075
56	DIY digital technology	634418216697787
57	ALL TIME AND COFFEE	634418218987812
58	Xi Yan Home textiles	634418213975387
59	Yohuo Daily necessities	634418214442611
60	MUSE home life	723038752325
61	haomai clothing	634418212478040
63	FIVE Poster	634418216092723
64	Super canvas art	634418212965501
65	Cloud map	634418219686841
66	FreedommShop	634418214157763
67	Gongying home textile	634418211133095
72	Rzuiytye Cofee CUP	634418220022714
73	oil paintings gallery	634418218022897
74	Horizon decorative painting	634418218383881
75	HAX Art wall decoration	634418217930786
76	PengqiArt	634418211787291
77	Fashion luxury boutique	634418217031495
78	PIQIU QUALITU LIFE	634418218517001
79	Line Tin Sign	634418214572407
82	cendiy	634418216586852
83	MuLuo	4919019099658
85	binlingyiwu	3911288931584
88	HXS Art Decoration	634418213853333
89	Eddic Decorate	634418218089331
90	PangpangDecorate	634418218836208
91	DollhouseS	634418214464927
93	Art Wall painting star	634418213800362
94	JIAN FANG	5029395792051
95	HongXingshiye	634418215145286
97	LONGQIFEIYANG	634418218101681
98	Pensouth shop	634418219367591

99	Winni one art	634418217472742
100	HY Poster	634418219136427
101	Han X Han wall art	634418219468049
103	GREAT ARTISTE	634418216811002
104	XINEN decoration House	634418218643551
105	LuoWallArt	634418215969526
106	ArtOnCanvas	634418218762296
107	Nas House Canvas Painting	634418219497653
108	Art Gallerys	634418219247289
109	ZK Canvas Painting Shop	634418220034511
110	LWT ART	634418219805119
111	BkFuture	634418217949962
112	LLX ART	634418219813266
113	Soul Wall Decor	634418217005278
114	Poster wall art	634418219656009
115	Fine great art	634418217550962
116	WUCulvert	634418219532970
117	LGYING ART	634418219815701
118	Sunny Art Painting	634418219741723
119	Yunhang Trading	634418219737326
121	Warm art Deco painting	634418219031192
122	Art Attack	634418219745849
123	Fun Supply Wall Art	634418219140453
124	Blackberry Canvas Painting Shop	634418219124795
126	Boat Painting	634418217706387
127	Nordingshan Art	634418219547769
128	Farchat	634418215187854
129	Collaborative Digital Qil Painting Shop	634418219747949
130	Art link life	634418215151643
131	RS ART PAINTING	634418215150703
133	QueenieWHC	634418219048425
134	Mind Art	634418218119687
135	Rcreek Decorative Art	634418219617603
136	Dabachxin	634418219028585
137	tmmouth	634418217980301
138	Fine canvas painting shop	634418219817891
141	Golden Retrieve	634418216271155
142	Artistlifehappy	634418218569005
143	YA CHUN aluminum plaque	634418218869828
144	XMSHULIN	634418219479457
145	Sailor Mn Wall Decor	634418218193640
146	ArtCanva	634418218392771
147	LuckyStar Wall Art	634418218244523

148	Nice Poster House	634418218578997
149	Bin Wall Art	634418217948682
154	loves loves	634418220040529
155	HYLUN	634418217099131
156	FANTTACY Wall Art	634418215968900
160	Sttunning Art	634418218434783
161	Jack Mos	634418218906313
162	The distance poster	634418216655025
163	MJ Wall Decor	634418218618694
164	LAYY Wall Art	634418218094032
168	Shangmum ART	634418219744192
171	qunhongshangmao	634418219018066
172	Wux Wall Art	634418217863469
173	LCR ART	634418219820944
174	Elegant Art Deco	634418218903413
177	Star Wall Art	634418215976498
180	Silver Stream Wall Art	634418219038314
182	AnjuA ART	634418219630063
183	xianghzi poster	634418219548396
184	YR ART	634418218759202
185	Foop Art B	634418219416184
186	Fast Fashion Textile	634418219024731
188	Textile Treasures shop	634418217913060
190	Nebula HXArt	634418217195208
191	LYL ART	634418219800324
192	FARFRE ART	634418216814549
193	Kute Wall Art	634418219482555
194	ShowF ART	634418219630129
196	Confident canvas painting	634418214196801
197	One alkyne local	634418218221421
200	SUNRISE ART	634418216809442
201	Winni Two ART	634418218333972
202	D High decorative painting	634418218332323
203	sjkdawang	634418218760957
204	Beauty surrounding	5734941795824
206	XX Art Decor	634418219562076
208	LL Art Decor	634418219560917
209	FF Art Decor	634418219563021
210	ZL Art Decor	634418219577525
211	LH Art Deco	634418220375841
212	LYY Art	634418218714619
213	PX Art Decor	634418219503088
214	AGSDX	634418218940541

215	LPF Art Workshop	634418220430081
216	ZY decorative painting	634418220334811
217	YF Art and Aesthetics	634418220429715
218	JIAKE WALL ART	634418217486438
219	OYZW painting poster expert	634418220317006
220	JH poster	634418216853809
221	CJP Decorative paintings and posters	634418220334728
222	GY Art Deco	634418220377160
223	Nana Galleryy	634418220319238
224	Canvas Reflections	634418218965808
225	tobeone posters	634418220124163
226	iFashionArtUs	634418220388215
227	Jia Home decoration	634418217845330
228	Orange frameless painting	634418220405933
229	Orange art frameless painting	634418220507746
230	JOYFUL GALLERY	634418218334730
231	Grapes frameless painting	634418220500107
232	Nong Shang	634418219849849
234	Mural Muse	634418219140266
235	Generate Purchases quickly	634418219595664
236	There are billions of creations	634418219595548
237	Inspirational Fabric Painting	634418220313687
238	There is a sense of style	634418219594387
239	LLBFB	634418220407046
240	Starlight Gallery	634418220296818
241	One Meter Gallery	634418220055958
242	Canvas Trade	634418220055642
243	Zhuoruiya art	634418220077425
244	zhuoyi art	634418219997235
245	DaoHe art	634418219882309
246	Frameless painting	634418219852706
247	WildcaT Wall Art	634418218612809
248	Lab Wall Art	634418215971277
249	C Light Luxury Home Decoration Painting	634418218908918
250	Trendy paintings ART	634418218029404
251	Ashlyn Wall art	634418218594616
252	Roney	634418216492229
253	YIQI Art	634418219229913
254	SY Art Deco	634418220376383
255	Fun Chian Wall Art	634418219141114
256	Art Life Factory	634418217955942
259	yujian art	634418219980048
260	David Textile	634418216305923

261	Ninth White Rose	634418211938764
262	Housing Art Gallery	634418218372170
263	King Bonsen	634418211505206
264	Awesome Selection - LOVE HQ	817177281065
265	Yichen Home Text	634418214967958
266	decorwall	634418214461051
268	homepart	634418219127037
269	Xinmi imp	2843995855990