

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

LISA AUDIT,

Plaintiff,

v.

HH TEMUS, *et al.*,

Defendants.

Civil Action No. 25-cv-1487

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 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 all other pleadings and papers on file in this Action, it is hereby ORDERED as follows

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 2-420-419 and VA 2-421-411 (“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)”).

(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

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

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.

C. IT IS FURTHER ORDERED that Third Party Service Providers⁴ and Financial Institutions⁵ are permanently enjoined and restrained from:

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.

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) 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:

(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 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,

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.

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 Name / Defendant	Seller ID
1	HH temus	634418219628292
2	Trendsetter Art	634418218724309
3	Brushstroke Boutique good	634418219916495
4	Lidando	634418219430756
6	CANVAS PAINTING DISCOUNT	634418218772295
7	Pure Palette	634418213757860
8	Vintage Vista	634418213757965
9	fdhdjtuajtdrydr	634418219180920
10	Xia Ma	634418219840821
11	Z Mat Shop	634418213560913
12	Home Super	634418213734214
13	ziduFirst	634418220310666
14	fodk	634418219942624
15	HARBOR CHIC	634418218823292
16	Love selling something	634418220238504
18	Lucky yuyang	634418219950151
20	HLJP MTB	634418216052060
21	TT Sign	634418219592257
24	ZYFANGH	634418215302719
25	The wind four	634418218821510
27	lovertinsign	634418215435445
28	Phirst Piece Blanket	634418217433024
29	Pleasant EAR	4538760261218
30	HARBOR CHIC TWO	634418219443163
31	adnbr	634418220437215
32	Afghws	634418220437108
33	BIG Z	601099959593172
34	ziduYyds	634418220364292
35	Hoorz	634418219522978
36	ziduCome	634418220364403
37	songdongB	634418219349875
38	XZP Fashion Decorative Paintin	634418216817907
39	CGCB	634418219498784
40	THE NIFTY NEST	634418218976775
41	wangfengweiO	634418218823962
42	GloShopping	634418220287520

43	Aeqsdfd	634418220437117
44	hkhlld	634418219279057
48	PoseMore Art	634418216800700
49	TOP CASE	634418212987340
50	Artful Wall Wonders	634418219559704
52	Szeahki	2864198959699
53	Johnny Home	5240838092773
55	cooltwearshop	634418217917243
56	Luxury Supply Chain	634418211864312
57	Tumbler KING	634418218006440
58	TIANKENG	634418212949995
59	liooking	634418215977029
60	Luminary Emporiummm	634418215812414
61	Hou yan	634418215989396
62	XL Art House	634418218410039
63	WANG DE FO Art Decor	634418218918277
65	GS Decoration	634418213392301
66	Turn over a new leaf	634418218184859
67	Green and Home	634418218834108
68	LIYIMIN	634418220016986
69	MetalGlow	634418220207963
70	Happy Hour The first shop	634418218385037
71	XMBYhome	634418219770433
72	XMSD local	634418218530615
73	yan cup	634418220092248
74	Canvas Clear	634418219014983
75	UcanMakeup	634418217542307
77	PKQ Beauty	634418213081939
78	CHJFashion	634418216629156
79	Yanyun DIY	634418220413526
81	wangfengweiP	634418218823982
84	FENVOX	634418220361929
85	absbkdh	634418220437203
86	hfiifigg	634418220421980
87	abdhf	634418220437181
90	Zooyie	634418216259536
91	qinqi art	634418220025773
92	Oufuqiang	634418213482893
93	ailiaid	634418218669278
94	Meet you WALL ART	634418219390518
97	Print EXO	3892029035218
99	GUCCPainting SHOP	634418220228226
100	HD PAINTING	634418212490491

101	Wenny JS	634418220590126
102	Visual Delights	634418220062059
103	Decorative Dreams	634418220061836
104	HBinin	634418220614622
105	Chen Art Painting	634418217625428
106	Vitality Radiance	634418218486371
107	Wall Art Wrought	634418219804017
108	DEZHI Decorative plaque	634418219947075
109	JZTP	634418220257970
110	Yang Na	634418219653166
111	gdjnfyy	634418219180936
112	Fun Space Time	601099970147171
113	Marco GE SHOP	634418219818138
114	HMPLL	634418219340605
115	Luxly	634418219151796
116	Clozzy	634418219151729
117	HAOZITshirt	634418219641859
119	YOUDIANSHOP	634418219423505
120	Spider Senior	634418219342832
122	AMAKC	634418219610959
123	Custom Art Gift	634418217938579
124	SuperBOB	634418218950875
125	Urban Chica Boutique	634418220350774
126	Three Warriors Men	634418218567880
128	JOJOIL	634418218511247
129	ArluKin Clothing	634418219576324
130	Business house seven kilometers away	634418218097962
131	Luck DIY	634418218694594
132	TXH local	634418216681369
134	FEDKLDKG	634418218491169
135	MaxSwag Shop	634418219939585
137	maizisihao	634418218819680
138	Threadborne	634418219413619
139	PrimeCurated	634418217947070
140	Rongchuang shop	634418219055598
141	DOYADAP	634418218502216
142	QSQYR	634418218020214
143	ELEVENAJ	634418215157581
144	xinyaohuaguangG	634418219125907
145	Urbaneo	634418219151769
146	Crisp Canvas	634418219585356
147	Aagaze	634418219151748
149	Hcloud Shop	634418218872794

150	ZenithStar	634418216237614
151	Fashion Violet	634418216573698
153	KiMa	634418210331395
154	Purely Scrumptious	634418213872569
155	Ying fang	1951009579971
156	wenmengABCg	634418217925154
158	Custom TXH	634418217366892
159	QINGZ	634418219967964
160	GLAM DISTRICT THREE	634418219429848
162	Aoxianghome	634418218979048
163	Hxdtianian	634418219382519
164	Lilys Gift	634418212283086
165	LIAO TWO	634418218460243
166	Jin money	634418219117550
167	Yi Tao Jia Fang	634418218192391
168	FENG TWOS	634418217955080
169	CBY textiles	634418212428503
170	Household Products Factory	71113742713
171	SIWU V	634418217990790
173	decoratio N	634418215982184
174	HLJP K	634418218430035
175	HLJPAA	634418218510682
176	Home beauty cleaning shop	634418211982316
177	NO HOUSEHOLD ITEMS	634418212863346
179	HY Art Decor	634418217073393
180	Majestic poster	634418218183664
181	MeetArt Poster	634418218971435
183	Fine Wall Art	634418217940228
184	Dstar pro	634418218719101
185	poster good	634418218138790
188	JEBELE	634418215500529
191	Mose Art	634418216926982
192	BM Art Life	634418218218544
193	LILI ART DECOR	634418214837832
197	Lee wall art	634418215540075
198	Warm Art Decoration Painting	634418218627792
200	BJHG Mall	634418216596001
201	KEVIN Casual	634418218380959
202	Creative Digital Oil Painting	634418219765813
204	LIBERATY ART	634418216859009
205	SR ART	634418219789096
206	great poster	634418218139515
207	The poster looks great	634418218733277

208	Oil Painting Arts	634418219231070
211	YQ ART SHOP	634418218246169
213	Hot Wind Art	634418219958715
214	Jalangda	634418216553429
215	Hello Art Decor	634418217506339
216	Fu Rich Trade	634418219760395
217	Annas Poster House	634418217524126
219	Jerry Wall Art	634418217425590
220	iFamilyGifts	634418214249382
221	Art and Craft poster	634418218818499
222	Xiao Hang Art Poster	634418219500132
224	MONISUN	634418216864936
225	Floral Wall Decor	634418217882531
226	Planet ART DECOR	634418216119709
227	Shuping ART	634418218803449
230	European art painting	634418219743710
233	Wanli Art Painting	634418219738774
235	Leaf Wall Art	634418218250659
236	Your Art Haven	634418219695519
239	SKYSSS	634418218724287
242	DW Poster	634418219320827
245	WE Art Decor	634418219385190
248	XH Art Decor	634418219392695
249	Good item flash sale	634418215418022
251	Vanke Gallery	634418212262049
254	Sure Life Paintings	5244259677684
255	QW Art Deco	634418219577088
256	GOODESh	634418219101614
257	Rose Gallery	634418219126590
259	XG Art Decor	634418219322824
260	Anan decorative painting	634418219510431
261	Firefly decoration painting	634418219176329
262	Extraordinary Art Decorative Painting	634418219231368
263	WG Art Decor	634418219286403
264	Manjing Gallery	634418219206102
265	SZ Art Deco	634418219577199
266	LG Art Decor	634418219285618
267	ZJ Art Deco	634418219573771
268	Surprise poster style	634418220485112
269	The Style Loft TXH	634418218561633
270	ZaiZais Living Hall	634418218417803