

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

LISA AUDIT,

Plaintiff,

v.

HERBERT DECOR, *et al.*,

Defendants.

Civil Action No. 25-cv-1433

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

---

<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. No. VA 2-420-419 (“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,<sup>2</sup> Merchant Storefronts<sup>3</sup> or any

---

<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

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 Providers<sup>4</sup> and Financial Institutions<sup>5</sup> 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.

<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) 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");<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 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,

---

<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.

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	Herbert Decor	634418218085580
2	RENZI WALL ART	634418215857053
3	huiyaing	634418219035750
4	AlmiWallArt	634418216587261
5	He Xian art canvas painting	634418219677984
6	YANZI WALL ART	634418216890873
7	JIAWENwallart	634418217677908
8	BOKIGT	634418220051671
9	SailCanvas	634418218392789
10	LiyuanY	634418218661101
11	Happy Global TPA	634418219800756
12	Happiness forever	634418212058610
13	Encourage art shop	634418213806754
14	fupinjia	634418211756594
15	WanLin E Commerce	4792845261345
16	ouyangdong	634418214282918
17	DSDESIGE a	634418218673513
18	J Pattern Painting	634418218148183
19	Ljhtx	634418218352284
20	lilpeep	123015560240
21	YBZTWO	634418218936649
22	JQWTP	634418220318191
23	YDSTP	634418220317792
24	Customized Iron and Aluminum Paintings	634418217925730
26	SEVENPLUS	30447902712
27	Home fashion seller	634418212046187
28	Decorative canvas	634418216351299
29	MJng Wall Decor	634418218200384
30	Like very much	634418212817906
31	Inspired wall art painting	634418217380751
32	Exquisite Wood Whispers	634418215601746
33	shone poster	634418217347563
34	Superior Wall Art	634418217197924
36	GUANERSHUI HOME TRADE	634418218484347
37	Canvas Paintings	634418218771784
38	Guaner Painting	634418218483997
39	Iron decorative art mural	634418219679338

40	TinPalette Studio	634418219833790
41	Stylish Studios	634418213759813
42	WHdiy shop	634418219486663
43	Datan trade	634418219077810
44	DAZZLE HOME	634418219900220
46	ARCD Mall	634418219846513
47	Mijia mall	634418219397901
48	Heritage Sign Studio	634418219040771
51	Shengdu home textile	634418216742705
52	Map Fish Blanket	634418217216239
53	Keep warm all winterw	634418219775107
54	Big brand blanket	634418219774431
55	The Little Prince with a Woolen Blanket	634418219774650
56	Blanket Little Prince	634418219249804
57	Xiaotangs blanket	634418219808863
58	MAIXIN	4442174701951
59	Yiwu love home textile	2551108730899
60	I Love My Home TEXTILE	17124090385
61	Grocery Center	634418213922034
62	FJadornaoa	634418211599503
63	Every dog has his day	634418219670821
64	DIY Style Goods Shop	634418211987547
65	SumLee Living Hall	634418218655879
67	Tarot flag	634418217930871
68	LIUHAOWEI	634418219077074
69	lin Fashion Decorative Paintin	634418216817878
70	Decorated with framed painting	634418215024612
71	Run Senqi clothing firm	634418212110887
72	SOFT HAVEN ONE	634418219324600
73	Mingrenfang	634418219296108
75	LeiLu	634418211806078
76	YOU CUP	634418219287605
77	weiweiweiiy	634418216221570
78	BrewTherm	634418218463528
79	Hsdiokl Custom Home	634418217688656
80	YarnHeat	634418219272373
81	CustomKing	634418217688663
83	very good Creative shop	634418219468244
84	TianshuiYux	5754927773584
85	Young Houses	634418219318128
86	Mania Times Havens	634418218401532
87	AnHag	634418218264306
88	PERFECT MUGS	634418217949159

89	BLACK COW	634418219888100
90	StyleSkin	634418213389432
91	LIUSHUXIA	634418218567837
92	SIGN AAW	634418218192118
93	Home Decoration Painting Art	634418219201047
94	Frescoes	634418217936457
95	CARE LI SHOP	634418218185058
96	A High decorative painting	634418218332270
97	Metal poster art	634418218396399
98	Lucky HomeO	634418219620070
99	DRAW DREAMS	634418219289658
100	kadingg	634418219018124
101	Decor Canvas Haven	634418219439684
102	Face To Face Outdoor Shop	634418211530049
104	The cutest of you	634418213997539
106	JIULEE HOME	634418217837108
107	SS Grocery House	4631351776193
108	Business Field	634418218959889
109	Chinemys Live	634418214104891
110	Decoration two	634418214327890
111	HangEyi Trading	634418219737059
112	SangYun Trading	634418219786271
113	FanVu Trade	634418219787308
115	Masterpiece Home Decor	634418216426403
117	GUGU Wall Art	634418219399797
118	NDAM shop	634418219975064
119	Rongwei SHOP	634418219621047
120	HJxin	634418219615094
121	Resou mall	634418219975116
122	Tiki Bar	634418213840795
124	Art Life Home	634418217863197
125	Boze	634418219522189
127	LLnini	634418219456843
128	XX yunun	634418219461162
129	FF WALL ART	634418219456080
130	Mr Li painting	634418219767106
131	Building a base period	634418219679621
132	WWtemus	634418219633918
133	Ahaart	634418218211980
134	Dream of Freedom Painting	634418219518223
135	Beautiful Babys	634418219679749
136	QQ zhihzi	634418219458784
137	Yanila	634418216261765

138	Gu Gang Bu	634418220234428
139	PL wall art	634418217010670
140	JJJ Wall Decor	634418218201678
141	Gummybear Wall Art	634418218509276
142	FoxMall	634418217139581
145	Dreamscape Decor	634418216228740
146	Kimmy Happy Home	634418219326404
147	TeMuJack	634418219678427
148	legendT	634418218957104
150	CrossMingle	634418219782868
151	BUCN	634418218808539
152	Whimsical Wonderland	634418213759686
153	LuneAnc	634418219718512
154	The power shop	634418218930915
155	Canvas Charm Creations	634418220383770
156	BOS IRONART	634418217803161
160	Rylybons Creative Life	634418213798193
161	Bao Wall Art	634418216673227
162	YAHOOH	6162497107695
163	ALLAMA	2554319252985
164	MEGYAO	634418219964517
165	SSDDKL Wall Art	634418214860836
166	MONISUN ART	634418219080762
167	The King of Pillow Cover	634418216663174
168	Ieimecone	634418218460528
169	Decorations A	634418219326556
170	ggjhh	634418219942628
171	wangfengweiS	634418218824041
172	BlanketHouse	634418217442679
175	kddd	634418219942517
176	ziduKing	634418220363839
177	xiaotuA	634418219306824
179	ziduStyle	634418220362443
181	Dragonfly Canvas Art	634418219721679
182	Sam Art Painting	634418217049680
183	artful living vibes	634418216623902
184	RunningDeer	634418216470141
185	Rurutio	634418217523758
189	HLJP EE	634418218962103
190	Forest Thief	634418219119868
192	ChaoDecor	634418219447126
195	CUSTOMIZE Zil	634418218101762
196	angeldayshop	634418216038950

197	Decorative painting guy	634418219571490
198	F Grateful Decorative painting	634418218151326
199	LinGUI local	634418220337371
200	three mingg	634418218747150
201	CanvasCrownGallery	634418219047653
202	QIN PTING QIN	634418219712929
203	DRT Decorative painting	634418218149396
206	Di Light Luxury Home Decoration Painting	634418218909004
207	Baektam Book ART	634418218352359
212	SIWU N	634418217756158
213	ashg	634418219531857
214	wangfengweiN	634418218823938
215	Sister Tangs blanket	634418219806980
216	DuskwhisperMint	634418217735707
217	QL ONLINE	634418215311139
218	gijji	634418219942140
219	thuth	634418219946121
220	GLAM DISTRICT ONE	634418219417590
222	Customize it	634418214383910
223	KikiIN	634418215500457
224	Seasilk Choice	634418217244735
225	ailiaic	634418218669226
228	Rockey Man	634418213000378
229	Perfect Blanket Shop	634418217349958
230	Integrity Textile	634418212121581
231	GLAM DISTRICT TWO	634418219429799
232	ZYFANGG	634418215053473
233	Personalized Shopping Mall	634418219199546
235	XPirate Art	634418219068441
236	Swing car	634418218159940
237	Farowu	634418209409121
239	CUP Queen CUP	634418219200221
242	hongfanfushi	634418212551737
247	MountaintopDeer	634418216526883
248	getmuch	634418217778125
250	niaodan	634418218074682
252	Oil painting Xiao Wang	634418219349495
253	Gu Gang	634418220038538
254	BoKaii	634418219942289
255	GJTinSign	634418219038596
256	Long Gang	634418219711131
257	DSTP	634418220297724
259	Dreamy Discoveries	634418218624193

260	BKTP	634418220065670
261	CHEN JIAN MING TIN	634418220169743
263	Vivid Artworks	634418219401604
264	Canvas Cove New	634418219401941
265	LIO MAO	2429339910774
266	Infini	634418215657666
267	BKFB	634418220228981