

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

ABRAHAM SZOMOR,

Plaintiff,

v.

A CANVAS PAINTING, *et al.*,

Defendants.

Civil Action No. 25-cv-1696

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 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 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 2-403-937 and VA 2-403-766 (“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

W. Scott Hardy
United States District Judge

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

No.	Defendant / Seller	Account ID
1	GuiZhouJueFeiShangMaoYouXianGongSi	A30XVTS2PAL1NK
2	HanRuiZaiShengZiYuan	A12X7N7K4332PC
3	Jingshan wei zhen bafang dianzi shangwu youxian gongsi	AS478RV0649AO
4	wuzhifeidexiaodian	A3CQQ2J3E3X2SI
5	WanChengXinCaiLiao	ANGMV2TGDJE5D
6	ZhiJiangShiLeZouShangMao	AXVCO36YTEQSM
7	LiuJi-us	A3BSOX65TJTDF5
8	ZX DRAGON LLC	A3D8HJK1TOVFI5
9	nanxindege	A3E0IO82VMV8CV
10	Dreamy Canvas Art BBB	634418221043139
11	Tin Dong Poster	634418220797213
12	Sann shop	634418212152491
13	yijie poster	634418221600328
14	WU LONG HAO	634418221009892
15	XZXartC	634418220935347
16	Haiyangs Art Collection	634418221810167
18	Zebra run	634418219619275
19	A peaceful family	634418217991513
20	lin Decorative Painting four	634418217255612
21	Art poster of Little Turtledov	634418216357957
22	Zebra art poster	634418216357121
23	Dumbo art poster	634418216359143
24	Hippo art poster	634418216358428
26	Bong Art Painting	634418221411509
27	linyouthua	634418220719033
28	Yang Art Painting	634418221567770
29	yelijuan Art painting	634418221410990
31	Back Wall Art	634418217395356
32	Daji wall decoration art	634418220966207
33	LYUAI	634418215794092
34	Blue Whale L	634418222023773
35	A happy decoration painting	634418221845156
37	ZHCM Wall Art	634418221653821
38	zcm wall art	634418221599404
39	WeiXuMing Wall Art	634418218481017
40	The Artful Corner	634418221590320
41	Art mirror space	634418221241189
42	Corner Canvas	634418221411075
43	ZeXuan Art Painting	634418221411775

44	ccm Wall Art	634418218711104
45	Cano Gallery	634418219199633
46	Amelia Art	634418219253230
47	ChuHan Art Painting	634418221457989
48	Sunshine Canvas Painting Shop	634418209609959
50	WeiChuHan Wall Art	634418219246840
51	XiaoYu Wall Art	634418219171828
52	Xuan Art Painting	634418221457272
53	laojing Art Painting	634418220809117
54	Yyu Art Painting	634418221459549
55	Han Art Painting	634418221456855
56	XMing Art Painting	634418221457080
57	Dabachxin	634418219028585
58	Awesome Selection - Liveforyourself	5754704788001
59	xiaoshangping shiop	634418218432110
62	A Crafts	634418219924661
63	Nice Poster House	634418218578997
64	HD ART SHOP	634418219081116
65	ZHRNG WALL ART	634418217933457
66	Frame Design JIE	634418219790327
67	JF poster	634418220740183
68	Bqwert	634418218468552
70	YL Poster Art	634418219970529
71	FFD Decorative paintings and posters	634418220529151
72	Zhen Art Crafts	634418219760616
73	SY Painting	634418220865513
74	Chi Jin Arts and Crafts	634418220985601
75	Stylish Studios	634418213759813
76	FJXBZZ	634418220616150
77	benpiru	634418217998742
78	CHENJIANBINGART	634418217893770
79	Xquisite Decorative Art	634418218866104
80	Gnanxi NUO	634418220801441
81	HQ Crafts	634418218322013
82	Creative Blend	634418220074787
83	LBS SHOP	634418218713577
84	Wonders Aluminum Sign	634418218866370
85	Iron Family LLL	634418219500444
86	Jin Cheng Wu	634418217035748
87	Art Works Museum AAA	634418220856574
88	FUKKLPO	5247011885005
90	CanvasCrownGallery	634418219047653
91	Canvas Wall Poster	634418221655277
93	Lumos Loft	634418220739192
94	LJ decorative painting	634418219865344

95	Cute and sweet oil painting shop	634418221400975
96	sheng posters	634418221895388
97	Shop upwards for oil painting	634418221404363
98	Starch H	634418221015714
99	Pioneeroo	634418220934932
100	Swiftmartjvh	634418221145320
101	BreezeMart Z	634418220933976
102	Unity Bazaar	634418220934520
103	Hi HY	634418218263447
104	Dreamer Art Poster	634418221400391
106	qunhongshangmao	634418219018066
107	rong poster	634418222204604
108	ZHUJUNYUE	634418220738237
109	CJCSTTemu	634418221417065
110	iiCanvas	634418221258429
111	Top One Wall Art	634418217565482
112	YARLIAE	634418220350435
113	Explorer canvas painting	634418220755211
114	Many Canvas Paintings	634418220837329
115	Popular ar	634418221210358
116	OceanlinkJZ	634418221872927
117	Wlliances	634418221162560
118	ZY decorative painting	634418220334811
119	FLSTTemu	634418220853671
120	ZH Digital oil painting	634418221422434
121	TA ART PAINTING	634418217355800
122	Aqwert	634418218455400
123	We i poster	634418219907486
124	Lucky Sweetie Fine	634418218716447
125	Art Museum E	634418221285872
126	Crafts workshop	634418220269729
127	OUZHOUART	634418215301179
128	YFNNS	634418221242273
129	Aluminum Sign GW	634418212606725
130	MIAO ART PAINTING A	634418218719027
131	Lthg two	634418219842161
132	HLJP E	634418217432494
133	M L ART POSTER	634418222701912
134	W Z ART POSTER	634418222572762
136	QiuArtPainting	634418221156718
137	RusticCharmDiy	634418221814967
138	Mio Home Canvas Painting	634418221669452
139	Yohi Canvas Painting Shop	634418221454392
140	DreamPaletteCanvas painting	634418222045250
141	FableFrame	634418222104921

143	H Happy Decorative Painting	634418218238571
144	Sereincl ART	634418218752422
145	Aeeon Shop	634418221474298
146	WWM Decorative Painting Poster	634418219874035
147	A canvas painting	634418222041207
148	KingHui poster	634418221955458
149	Canvas art work	634418222063951
150	SavvyBazaar	634418221152603
151	QXVIJT	634418220398352
152	Awen Art Painting	634418221559321
153	D ART Canvas painting	634418220209110
154	Aisong Art Workshop	634418219264886
155	Delicious Arts	634418217335694
156	Big head wall art	634418217732387
157	TradepulseJZ	634418221874659
158	Canvas Canvas	634418222064761
160	ABaiSheng Drqw	634418214209234
161	Galera de oro	634418219405673
162	TrendPulsejvh	634418221157263
163	KUTRRN	2905211744687
164	Home Decoration Artworks	634418218668626
165	Decor Designer	634418216872416
166	AFMaisonue	634418219975359
167	Jo decoration	634418217997978
168	FASHION IRON	634418218463916
169	Amin Home	634418219589737
170	Star and de	634418218670292
171	FENGMING TIN	634418213720378
172	Childlike Home Iron Sheet Pain	634418216022134
173	OGG Art Workshop	634418221048760
174	dream summer art	634418219532240
175	TK Easel Essence	634418219842882
176	Henglin Decorative Painting	634418220329767
177	LX art and life	634418219654228
178	Happy Britney Shop	634418221252785
179	Full of love painting shop	634418219462785
180	Seek Safe	634418222290296
181	KANG B	634418220707251
182	Tina Family Shop	634418221859324
183	KANG C	634418221556440
184	Especially Handsome	634418221768434
185	Super Hagrid Home Furnishings II	634418216519279
186	Continentbuy local	634418218092061
187	Mercone	634418220217820
188	DingNuoDianZi	634418220902226

189	Wonderful art shop	634418220340890
190	ALL IN ONE BOX	634418220240431
191	murui mall	634418218232219
192	Stellar Stitch	634418220712947
193	mildly disputed	634418221215534
194	Hung Hing Trading	5101541940755