

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

Deseret Book Company v. Nanjing Lian Yidu Trading Co., Ltd.

Deseret Book · No. 2:24-cv-00961-JNP-JCB · Decided March 16, 2026

SUMMARY

The United States District Court for the District of Utah grants Deseret Book Company’s motion for default judgment and a permanent injunction against Nanjing Lian Yidu Trading Co., Ltd. The court finds that Nanjing willfully infringed 66 registered copyrights through 516 Amazon product listings and awards \$330,000 in statutory damages. The court also awards Deseret Book \$42,334.50 in attorneys’ fees and costs and imposes a permanent injunction against further infringement.

CASE DETAILS

COURT	United States District Court for the District of Utah
WRITING FOR THE COURT	Jill N. Parrish
JURISDICTION	United States District Court for the District of Utah
DECIDED	March 16, 2026
DOCKET	2:24-cv-00961-JNP-JCB
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for default judgment, statutory damages, a permanent injunction, and attorney's fees and costs after the defendant failed to appear or defend and the clerk entered default.
STANDARD OF REVIEW	On a motion for default judgment, the court determines whether it has subject-matter and personal jurisdiction and whether the well-pleaded allegations establish a viable cause of action. Damages must be supported by proof, although a damages hearing is unnecessary when the amount is capable of mathematical calculation.
PRECEDENTIAL VALUE	Unpublished district-court memorandum decision and order; not identified as precedential in the source metadata.

TOPICS

default judgment copyright infringement dmca injunctions attorney fees

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the court had subject-matter jurisdiction over the federal copyright-infringement action.
2. Whether Nanjing consented to personal jurisdiction in Utah through its DMCA counter-notifications.
3. Whether the well-pleaded allegations established copyright infringement sufficient to support default judgment.
4. Whether plaintiff was entitled to statutory damages and, if so, the appropriate amount.
5. Whether plaintiff was entitled to a permanent injunction.
6. Whether plaintiff was entitled to attorney's fees and costs.

HOLDINGS

1. The court had subject-matter jurisdiction under 28 U.S.C. § 1331 because the claims arose under federal copyright law.
2. The court could exercise personal jurisdiction over Nanjing because Nanjing consented to jurisdiction in Utah through its DMCA counter-notifications.
3. The well-pleaded allegations established that Nanjing infringed Deseret Book's copyrights by making and distributing unauthorized exact copies of the 66 protected works.
4. Because Nanjing's infringement was willful, the court awarded \$5,000 per copyrighted work, totaling \$330,000 for the 66 works.
5. Deseret Book was entitled to a permanent injunction prohibiting Nanjing and persons acting in concert with it from further infringing Deseret Book's copyrighted works.
6. Deseret Book was entitled to \$42,334.50 in reasonable attorney's fees and costs under 17 U.S.C. § 505.

KEY QUOTATIONS

“Accordingly, the court may exercise personal jurisdiction over the Defendant because it consented to personal jurisdiction in Utah.” (II. PERSONAL JURISDICTION)

“The well-pleaded facts of the Complaint being accepted as true, Plaintiff has established that the Defendant violated 17 U.S.C. §§ 106 and 501 through its unauthorized copying of the Asserted Copyrights.” (III. DEFAULT JUDGMENT FOR COPYRIGHT INFRINGEMENT)

“The court enters default judgment against Defendant Nanjing Lian Yidu Trading Co., Ltd. (“Nanjing”), and awards statutory damages in the amount of \$330,000.” (CONCLUSION AND ORDER)

FACTUAL BACKGROUND

Deseret Book owns by assignment the copyrights in 66 registered paintings by Greg Olsen. It alleged that Nanjing, a Chinese business entity and Amazon seller, made and sold unauthorized exact copies of those works through 516 Amazon product listings. After Deseret Book submitted DMCA infringement notices, Nanjing

submitted numerous counter-notifications consenting to jurisdiction in any judicial district where Amazon could be found. The court found that the infringement was willful, that infringing sales totaled \$4,099.72, and that some customers received low-quality or undelivered prints without refunds.

PROCEDURAL HISTORY

Deseret Book filed a copyright-infringement action alleging that Nanjing Lian Yidu Trading Co., Ltd. reproduced and sold unauthorized copies of 66 registered Olsen Works through 516 Amazon product listings. The defendant failed to appear or defend, and default was entered. The district court granted plaintiff's motion for default judgment and permanent injunction, awarding \$330,000 in statutory damages and \$42,334.50 in attorney's fees and costs.

DISPOSITION

other

CASES CITED

- Keith v. Koerner, No. 11-cv-2281, 2016 WL 4541447, at *2 (D. Kan. Aug. 30, 2016)
- Tripodi v. Welch, 810 F.3d 761, 764-65 (10th Cir. 2016)
- Bixler v. Foster, 596 F.3d 751, 762 (10th Cir. 2010)
- Morris v. Khadr, 415 F. Supp. 2d 1323, 1330 (D. Utah 2006)
- DP Creations, LLC v. Adolly.com, No. 23-4126, 2024 WL 4491924, at *6 (10th Cir. Oct. 15, 2024)
- Country Kids 'N City Slicks, Inc. v. Sheen, 77 F.3d 1280, 1284 (10th Cir. 1996)
- Stampin' Up!, Inc. v. Hurst, No. 2:16-cv-00886-CW, 2018 WL 2018066, at *6-*7 (D. Utah May 1, 2018)
- Marcus Food Co. v. DiPanfilo, 671 F.3d 1159, 1172 (10th Cir. 2011)
- Video Views, Inc. v. Studio 21 Ltd., 925 F.2d 1010, 1020 (7th Cir. 1991)
- Nunes v. Rushton, No. 2:14-cv-627, 2018 WL 2214593, at *1 (D. Utah May 14, 2018)
- F. W. Woolworth Co. v. Contemp. Arts, Inc., 344 U.S. 228, 231-33 (1952)
- Sw. Stainless, LP v. Sappington, 582 F.3d 1176, 1191-92 (10th Cir. 2009)
- Harolds Stores, Inc. v. Dillard Dep't Stores, Inc., 82 F.3d 1533, 1555 (10th Cir. 1996)
- Dominion Video Satellite, Inc. v. Echostar Satellite Corp., 356 F.3d 1256, 1264 (10th Cir. 2004)
- Klein-Becker USA, LLC v. Tahini, No. 2:07-cv-521, 2008 WL 11340043, at *3 (D. Utah Aug. 15, 2008)
- Autoskill Inc. v. Nat'l Educ. Support Sys., Inc., 994 F.2d 1476, 1499 (10th Cir. 1993)
- TW Telecom Holdings Inc. v. Carolina Internet Ltd., 661 F.3d 495 (10th Cir. 2011)
- Tu v. TAD Sys. Tech. Inc., No. 08-cv-3822, 2009 WL 2905780, at *8 (E.D.N.Y. Sept. 10, 2009)