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**United States District Court
Central District of California**

12 FOREVER 21, INC.,

13 Plaintiff,

14 v.

15 NATIONAL STORES INC., *et al.*,

16 Defendants.

Case No. 2:12-cv-10807-ODW(JCGx)

**DEFAULT JUDGMENT AND
PERMANENT INJUNCTION
AGAINST BASEMENT CLOTHING
USA, INC.**

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18 In light of the Order Granting Plaintiff Forever 21, Inc.'s Motion for Default
19 Judgment (ECF No. 193), the Court **ORDERS** that judgment be entered as follows:

20 1. Judgment for PLAINTIFF FOREVER 21, INC. and against
21 DEFENDANT BASEMENT CLOTHING USA, INC.;

22 2. PLAINTIFF FOREVER 21, INC. shall recover \$4,800 in statutory
23 damages from DEFENDANT BASEMENT CLOTHING USA, INC.

24 3. PLAINTIFF FOREVER 21, INC. shall also recover \$680 in attorneys'
25 fees pursuant to Local Rule 55-3 as well as costs, to be evidenced by a bill of costs,
26 against DEFENDANT BASEMENT CLOTHING USA, INC.

27 4. Permanent Injunction. DEFENDANT BASEMENT CLOTHING USA,
28 INC. is hereby restrained and enjoined, pursuant to 15 U.S.C. § 1116, from engaging

1 in, directly or indirectly, any of the following activities in the United States and
2 throughout the world:

3 (i) copying, manufacturing, marketing, displaying, selling, offering for sale,
4 reproducing, licensing, developing, delivering, and/or distributing any product
5 or service that uses, or otherwise makes any use of any of PLAINTIFF
6 FOREVER 21's Trademarks, and/or any intellectual property that is
7 confusingly or substantially similar to, or that constitutes a colorable imitation
8 of any of PLAINTIFF FOREVER 21's Trademarks;

9 (ii) using any trademark or trade name that falsely represents, or is likely to
10 confuse, mislead, or deceive purchasers, customers, or members of the public
11 to believe that unauthorized products, imported, exported, manufactured,
12 reproduced, distributed, assembled, acquired, exported, offered, sold,
13 transferred, brokered, consigned, distributed, shipped, marketed, advertised
14 and/or promoted by DEFENDANT BASEMENT CLOTHING USA, INC.
15 originate from PLAINTIFF FOREVER 21, or that said merchandise has been
16 sponsored, approved, licensed by, or associated with PLAINTIFF FOREVER
17 21 or is, in some way, connected or affiliated with PLAINTIFF FOREVER 21;

18 (iv) engaging in any conduct that falsely represents, or is likely to confuse,
19 mislead, or deceive purchasers, customers, or members of the public to believe
20 that DEFENDANT BASEMENT CLOTHING USA, INC. is connected with,
21 or is in some way sponsored by or affiliated with PLAINTIFF FOREVER 21,
22 purchases products from or otherwise has a business relationship with
23 PLAINTIFF FOREVER 21; and

24 (v) engaging in any acts of federal and/or state trademark infringement, false
25 designation, false advertising, unfair competition, dilution, or other act(s) which
26 would tend to damage or injure PLAINTIFF FOREVER 21'S rights in and to
27 PLAINTIFF FOREVER 21's Trademarks.

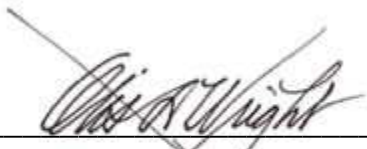
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5. The Clerk of Court shall close this case.

IT IS SO ORDERED.

August 11, 2014



OTIS D. WRIGHT, II
UNITED STATES DISTRICT JUDGE