

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 10-61532-CIV-COHN

HABERSHAM PLANTATION CORPORATION,  
a Georgia corporation, and HABERSHAM  
INVESTMENT PARTNERSHIP, L.P., a  
Georgia corporation,

Magistrate Judge Seltzer

Plaintiffs,

v.

ART & FRAME DIRECT, INC., a Florida corporation,  
WORLD OF DECOR, INC., a California corporation,  
THE LIQUIDATION STATION INC., GLOBAL  
IMPORTING, INC., WORLD OF DECOR BLUE  
HERON, LLC, CLOSING FOREVER, LLC,  
DECORATOR'S RESERVE, INC., ART & FRAME  
DIRECT/TIMELESS INDUSTRIES GEORGIA, INC.,  
WORLD OF DECOR, INC., a Florida corporation,

Defendants.

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**PERMANENT INJUNCTION**

**THIS CAUSE** came before the Court upon the separate Order Granting in Part Plaintiffs' Motion for Entry of Permanent Injunction [DE 232]. The Court having determined that a permanent injunction is appropriate following the jury's verdict finding that Defendants infringed Plaintiffs' copyright rights in thirteen of sixteen asserted designs, namely, the Central Park Queen Bed, the Central Park 3 Drawer Chest, the Biltmore Pedestal, the Valencia 60" Dining Table, the Chateau Sideboard/Curio, the Chantepie Kitchen Island, the Belmont Bookcase, the Harvest Table, the Knightsbridge Home Office, the Lancelot Hutch, the Marseille Library, the Preston Corner Cabinet, and the Southhampton Chest (collectively, the "Infringed Designs").

Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. Each of Defendants Art & Frame Direct, Inc., a Florida corporation, World of Decor, Inc., a California corporation, The Liquidation Station Inc., Global Importing, Inc., World of Decor Blue Heron, LLC, Closing Forever, LLC, Decorator's Reserve, Inc., Art & Frame Direct/timeless Industries Georgia, Inc., and World of Decor, Inc., a Florida corporation, and each of Defendants' principals, officers, directors, agents, servants, and employees, as well as any successors and/or assigns of any of Defendants, and all entities acting in privity, concert or participation with any of Defendants, shall be and are hereby permanently enjoined from:
  - a. Imitating, copying, duplicating, reproducing, manufacturing, having manufactured, importing, exporting, selling, offering to sell, advertising, marketing and/or promoting any of Defendants' products which have been found by the jury to infringe the Infringed Designs;
  - b. Imitating, copying, duplicating, reproducing, manufacturing, having manufactured, importing, exporting, selling, offering to sell, advertising, marketing and/or promoting any product which is copied or derived from any one or more of the Infringed Designs;
2. Within 90 days from the date of entry of this Order, Defendants shall destroy, in the presence of a representative of Plaintiffs, all products found by the jury to be copies of the Infringed Designs, which are in Defendants' possession, custody or control, unless the parties agree to another arrangement in writing, including but not limited to donating the furniture as suggested in the Court's Order;

3. The rights, benefits and obligations under this Permanent Injunction shall inure to the parties hereto as well as to their respective representatives, successors and assigns, and shall be binding upon each of said parties hereto, as well as their respective representatives, successors and assigns;
4. Defendants are advised that any violation of this Permanent Injunction may be viewed as a contempt of court.

**DONE AND ORDERED** in Chambers at Fort Lauderdale, Broward County, Florida,  
this 15<sup>th</sup> day of December, 2011.

  
JAMES I. COHN  
United States District Judge

copies to:

counsel of record on CM/ECF