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10 Attorneys for Plaintiff  
 11 FOREVER 21, INC.

12 **UNITED STATES DISTRICT COURT FOR THE**  
 13 **CENTRAL DISTRICT OF CALIFORNIA**  
 14

15 FOREVER 21, INC., a Delaware  
 16 Corporation,  
 17 Plaintiff,  
 18 vs.  
 19 ULTIMATE OFFPRICE, INC., a  
 20 California Corporation,  
 21 Defendants.

CASE NO.: CV10-5485 ODW (JCGx)  
**FINAL JUDGMENT, INCLUDING  
 PERMANENT INJUNCTION,  
 AGAINST DEFENDANT ULTIMATE  
 OFFPRICE, INC.**

22  
 23  
 24 The Court, pursuant to the Stipulation for Entry of Final Judgment, Including  
 25 Permanent Injunction (“Stipulation”), between Plaintiff FOREVER 21, INC.  
 26 (“Plaintiff”), and Defendant ULTIMATE OFFPRICE, INC. (“Defendant”), hereby  
 27 ORDERS, ADJUDICATES, and DECREES that final judgment, including  
 28 permanent injunction, shall be and hereby is entered on the Complaint in the above-

1 referenced matter as follows:

2 1. **FINDINGS OF FACTS.**

3 A. FOREVER 21 is the owner of numerous trademarks which it uses in  
4 connection with the manufacture, distribution, sale and promotion of a wide range  
5 of products, including clothing and accessories. FOREVER 21 owns all rights in  
6 and to a family of FOREVER 21 federally registered trademarks which include the  
7 following, among others (federally registered trademarks collectively, “FOREVER  
8 21 Trademarks”):

<b><u>Trademark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
FOREVER 21	2,583,457	June 18, 2002
FOREVER 21	2,836,546	April 27, 2004
FOREVER 21	2,913,132	December 21, 2004
FOREVER 21	2,067,637	June 3, 1997
XXI	2,873,174	August 17, 2004
XXI	2,914,810	December 28, 2004
XXI	2,842,184	May 18, 2004
HERITAGE 1981	3,447,097	June 10, 2008
FORLOVE21	3,140,565	September 5, 2006
FORLOVE21	3,140,561	September 5, 2006
LOVE & BEAUTY	3,794,963	May 25, 2010
LOVE 21	3,775,903	April 13, 2010
TWELVE BY TWELVE	3,518,050	October 14, 2008
FOREVER STATIONERY	3,689,946	September 29, 2009
FOREVER XXI	2,889,536	September 28, 2004
FOREVER XXI	2,940,346	April 12, 2005
FASHION 21	2,848,238	June 1, 2004

1 B. Consumers and/or purchasers of FOREVER 21's clothing and related  
2 accessories have come to know and recognize Plaintiff's FOREVER 21  
3 Trademarks, and Plaintiff has acquired a valuable reputation and goodwill among  
4 the public as result of such association, innovation, and substantial investment in its  
5 branding. Indeed, Forever 21 Trademarks are famous in the United States and  
6 abroad.

7 C. Defendant acknowledges and does not dispute FOREVER 21's  
8 exclusive rights in and to the FOREVER 21 Trademarks, including the exclusive  
9 right to distribute products utilizing such Trademarks.

10 D. Defendant has willfully and intentionally distributed and sold clothing  
11 products bearing and/or utilizing one or more FOREVER 21 Trademarks without  
12 the authorization from Plaintiff.

13 E. Defendant acknowledges that its sale of the clothing products included  
14 the sale of products which displayed one or more FOREVER 21 Trademarks; that  
15 its activities were not authorized by Plaintiff; and that its conduct and activities are  
16 claimed by Plaintiff to constitute federal Trademark Infringement, False  
17 Designation of Origin, Dilution, state Trademark Dilution, and Unfair Business  
18 Practices under California law, and other violations of various state and federal  
19 statutory and common law.

20 F. Defendant acknowledges Plaintiff claims that Defendant's  
21 aforementioned conduct is a violation of this Court's previous Preliminary  
22 Injunction Order entered by this Court on August 18, 2010.

23 2. **MONETARY JUDGMENT.** Plaintiff is entitled to a judgment in its  
24 favor and against Defendant in the sum of One Million Dollars (\$1,000,000.00) on  
25 Plaintiff's Complaint for Damages and Declaratory Relief.

26 3. **PERMANENT INJUNCTION.** The Court finds there is no reason  
27 for delay in entering this Permanent Injunction and, pursuant to Rule 54(a) of the  
28 *Federal Rules of Civil Procedure*, the Court directs immediate entry of this

1 Permanent Injunction against Defendant. Defendant and any person or entity acting  
2 in concert with, at direction of, or authorizing or assisting any third party engaging  
3 in, including any and all agents, servants, employees, partners, assignees,  
4 distributors, suppliers, resellers and any other parties or individuals over which  
5 Defendant may exercise control, is hereby restrained and permanently enjoined,  
6 pursuant to 15 U.S.C. §1116(a), from engaging in any of the following activities in  
7 the United States and throughout the world:

8 a. copying, manufacturing, exporting, marketing, displaying,  
9 selling, offering for sale, reproducing, brokering, consigning, shipping, licensing,  
10 developing, delivering, or distributing any product or service that uses, or  
11 otherwise makes any use of, Plaintiff's Forever 21 Trademarks, and/or any  
12 intellectual property that is confusingly or substantially similar to, or that  
13 constitutes a colorable imitation of Plaintiff's Forever 21 Trademarks in connection  
14 with internet use, website, domain name, metatags, advertising, promotions,  
15 solicitations, commercial exploitation, television, web-based or any other program,  
16 or any product or service, or otherwise;

17 b. performing or allowing others employed by or representing it, or  
18 under its control, to perform any act which is likely to injure Plaintiff's rights in the  
19 Forever 21 Trademarks; and

20 c. engaging in any acts of federal and/or state trademark  
21 infringement, false designation, unfair competition, and dilution, which would  
22 damage or injure Plaintiff's rights in its Forever21 Trademarks.

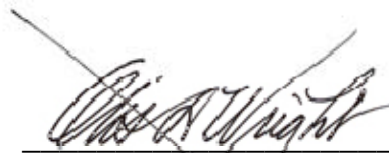
23 4. **FOREFEITURE.** Defendant is ordered to deliver immediately to  
24 counsel of record for Plaintiff for destruction all unauthorized products labels, tags,  
25 signs, prints, packages, wrappers, receptacles, and advertisements relating thereto in  
26 its possession or under its control bearing any of Plaintiff's Forever 21 Trademarks  
27 or any simulation, reproduction, copy or colorable imitation thereof to the extent  
28 that any of these items are in Defendant's possession or control.

1           5.     **SCOPE OF ENFORCEABILITY.** This Final Judgment shall only  
2 apply to present claims of Plaintiff FOREVER 21, INC. to the date of execution by  
3 the Court, and *does not include any future unknown claims that may arise*  
4 *thereafter.*

5           6.     **NO APPEALS and CONTINUING JURISDICTION.** No appeals  
6 shall be taken from this Final Judgment, Including Permanent Injunction, and the  
7 parties waive all rights to appeal. This Court expressly retains jurisdiction over this  
8 matter to enforce any violation of the terms of this Final Judgment, Including  
9 Permanent Injunction, herein.

10          7.     **NO FEES and COSTS.** Each party shall bear its own attorneys' fees  
11 and costs incurred in this matter.

12  
13           IT IS SO ORDERED, ADJUDICATED, and DECREED this 11th day of  
14 October 2011.



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17           Hon. Otis D. Wright,  
18           United States District Judge for the Central  
19           District of California