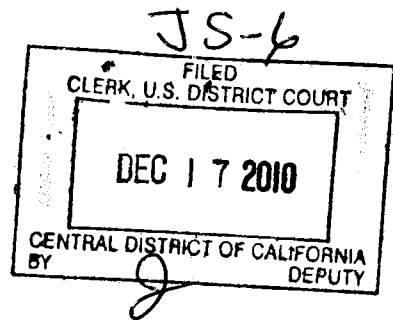


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Robins, Kaplan, Miller & Ciresi L.L.P.
David Martinez, Bar No. 193183
DMartinez@rkmc.com
Sarinya S. Teng
SSTeng@rkmc.com
2049 Century Park East
Suite 3400
Los Angeles, CA 90067-3208
Telephone: 310-552-0130
Facsimile: 310-229-5800

Attorneys for Plaintiff
FOREVER 21, INC.



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FOREVER 21, INC., a Delaware Corporation,

Plaintiff,

v.

26 FOREVER, INC., a California Corporation, FOREVER 26, a Business Entity Form Unknown, MAGIC PRICE, INC., a California Corporation, \$2 ONLY CLOTHING, a Business Entity Form Unknown, IRAJ NATAN, an Individual, EVERYTHING \$5.99, a Business Entity Form Unknown, IMELDA ORONA, an Individual, and DOES 1 through 20, Inclusive,

Defendants.

Case No. CV-10-4331-CBM (SSx)

CONSENT JUDGMENT AND PERMANENT INJUNCTION

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ROBINS, KAPLAN, MILLER & CIRESI L.L.P.
ATTORNEYS AT LAW
LOS ANGELES

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

Plaintiff Forever 21, Inc. (“FOREVER 21”) and Defendants Imelda Orona and Everything \$5.99¹, having agreed to a settlement of the claims between them asserted in this lawsuit, and having stipulated to entry of this Consent Judgment, it is hereby ORDERED, ADJUDGED AND DECREED:

This Court has jurisdiction over Defendants, Imelda Orona and Everything \$5.99 and over the subject matter at issue in this action. Defendants Imelda Orona and EVERYTHING \$5.99 consent to jurisdiction of this Court for the purpose of construing, executing and enforcing this Consent Judgment and Permanent Injunction, and this Court retains jurisdiction for this purpose.

FOREVER 21 owns all rights in and to the federal trademark registrations listed below, among others:

Trademark	Registration Number	Registration Date
FOREVER 21	2,067,637	June 3, 1997
	2,583,457	June 18, 2002
	2,836,546	April 27, 2004
	2,913,132	December 21, 2004
HERITAGE 1981	3,447,097	June 10, 2008
XXI FOREVER	2,858,425	June 29, 2004
FOREVER XXI	2,889,536	September 28, 2004
	2,940,346	April 12, 2005
XXI	2,842,184	May 18, 2004
	2,873,174	August 17, 2004

¹ FOREVER 21, Imelda Orona and Everything \$5.99 are from time to time from collectively referred to as “Parties” and individually referred to as “Party”.

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	2,914,810	December 28, 2004
Love 21	3,775,903	May 12, 2009

Forever 21 also owns all rights in and to the following common law trademarks, among others:

Trademark	First Used In Commerce As Early As:
XXI and Bird Design	2001
TWENTY ONE and Bird Design	2007
TWENTY ONE and Flower Design	2007
Stylized TWENTY ONE	2007
TWENTY ONE MEN	March, 2010

(FOREVER 21’s registered and common law trademarks are collectively referred to as “FOREVER 21 TRADEMARKS”).

FOREVER 21 has the exclusive right to use the FOREVER 21 TRADEMARKS in commerce. Imelda Orona and EVERYTHING \$5.99 acknowledge the validity of the FOREVER 21 TRADEMARKS and agree not to contest the validity of such trademarks or FOREVER 21’s ownership rights therein, in any future proceedings between the parties, including any future action claiming trademark infringement.

Imelda Orona and EVERYTHING \$5.99 have distributed, offered for sale and sold at wholesale and/or retail women’s clothing apparel owned by FOREVER 21 and /or containing the FOREVER 21 TRADEMARKS (hereinafter,

1 “INFRINGEMENT CLOTHING APPAREL”). Imelda Orona and EVERYTHING
2 \$5.99 represent and warrant that they do not track and is unaware of the units of the
3 INFRINGEMENT CLOTHING APPAREL that it has sold to date. Imelda Orona and
4 EVERYTHING \$5.99 represent that, as of the date of the execution of this Consent
5 Judgment, 57 units of INFRINGEMENT CLOTHING APPAREL remain in their
6 inventory.

7 Imelda Orona and EVERYTHING \$5.99 further represent and warrant that,
8 as of the date of execution of this Consent Judgment, they have discontinued
9 manufacturing, licensing, distributing, purchasing or selling the INFRINGEMENT
10 CLOTHING APPAREL. Imelda Orona and EVERYTHING \$5.99 further
11 represent and warrant that they are not currently manufacturing, distributing, selling
12 or offering for sale any other clothing apparel that contains any of the FOREVER
13 21 TRADEMARKS.

14 EVERYTHING \$5.99 agrees to provide a copy of this Consent Judgment to
15 each of its officer, directors, agents, servants, employees, subsidiaries, affiliates,
16 predecessors, successors and/or other related companies, and persons in active
17 concert or participation with EVERYTHING \$5.99. EVERYTHING \$5.99 and all
18 such persons who receive actual notice of this Consent Judgment by personal
19 service or otherwise, are permanently enjoined from manufacturing, importing,
20 exporting, distributing, licensing, selling, marketing, advertising, promoting or
21 offering for sale any clothing apparel that copies, imitates, embodies, contains, or is
22 confusingly similar to the FOREVER 21 TRADEMARKS.

23 EVERYTHING \$5.99 agrees to deliver to Forever 21’s counsel all point-of-
24 sale materials, labels, signs, boxes, prints, catalogs, line sheets, marketing materials,
25 internet web pages, metatags, packages, papers, and advertisements bearing the
26 Forever 21 TRADEMARKS in the possession or control of EVERYTHING \$5.99
27 within ten (10) days from execution of this Consent Judgment.
28

1 Imelda Orona and EVERYTHING \$5.99 agree to pay FOREVER 21 the sum
2 of \$2,000 within 10 business days of the date of execution of this Consent
3 Judgment.

4 Further, the Forever 21 and Imelda Orona and EVERYTHING \$5.99
5 acknowledge and agree that it will be impracticable and/or extremely difficult to
6 assess or determine the damages incurred by FOREVER 21 from breach of this
7 Consent Judgment and Permanent Injunction. Therefore, Imelda Orona and
8 EVERYTHING \$5.99 agree that they shall pay, jointly and severally, the sum of
9 \$20,000 for each breach of this Consent Judgment and Permanent Injunction.

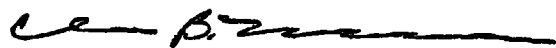
10 Imelda Orona and EVERYTHING \$5.99 agree to donate all remaining
11 inventory of INFRINGING CLOTHING APPAREL to a charity designated by
12 FOREVER 21 within 10 business days from execution of this Consent Judgment.
13 Imelda Orona and EVERYTHING \$5.99 will be solely responsible for all storage,
14 transportation and other expenses allocated with the donation of the remaining
15 inventory of INFRINGING CLOTHING APPAREL. Imelda Orona and
16 EVERYTHING \$5.99 shall provide written confirmation to Forever 21's counsel of
17 the donation of remaining inventory within 2 business days of shipment or delivery.

18 Plaintiff FOREVER 21 and Defendants Imelda Orona and Everything \$5.99
19 agree that in any dispute arising or related to this Consent Judgment or the
20 enforcement thereof, the prevailing party shall be entitled to recover reasonable
21 attorneys' fees and costs.

22
23 IT IS SO ORDERED.

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25 DATED: Dec. 17, 2010

By:



Hon. Consuelo B. Marshall
Judge of the U.S. District Court

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We hereby consent to entry of this Consent Judgment and Permanent

Injunction:

DATED: 10.22, 2010 By: David Martinez
David Martinez, Esq.
ROBINS, KAPLAN, MILLER & CIRESI
L.L.P.
Attorneys for Forever 21, Inc.

DATED: 10-20-10, 2010 By: Imelda Orona
Imelda Orona, on behalf of
Defendants Imelda Orona and
Everything \$5.99

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.
ATTORNEYS AT LAW
LOS ANGELES