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JS-6

7 Attorneys for Plaintiff
 8 FOREVER 21, INC.

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA
 11 WESTERN DIVISION

12 FOREVER 21, INC., a Delaware
 13 corporation,

Plaintiff,

v.

16 TOP TOP CLOTHING, INC., a California
 17 corporation, also doing business as YOSSI
 FASHION, TOP TOP JEANS, and
 18 EVERYTHING \$1 \$2 \$3; PRIMETIME
 CLOTHING, INC., a California
 19 corporation, also doing business as YOSSI
 FASHION, TOP TOP JEANS, and
 20 EVERYTHING \$1 \$2 \$3; DOES 1-10,
 inclusive,

Defendants.

Case No.: CV10 6311-GHK (SSx)

**STIPULATED FINAL JUDGMENT
 FOR ISSUANCE OF PERMANENT
 INJUNCTION**

REED SMITH LLP
 A limited liability partnership formed in the State of Delaware

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1 The Court, having considered all papers and pleadings on file in this
2 action, including the parties’ Stipulation for Re Settlement of Action and For Entry of
3 Final Judgment of Permanent Injunction and [Proposed] Order Thereon, and having
4 determined that the parties have stipulated to the entry of final judgment, and as to
5 these stipulating parties:

6
7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

8
9 1. Defendant Top Top Clothing, Inc., also doing business as Yossi Fashion,
10 Top Top Jeans and Everything \$1 \$2 \$3, and all of its agents, employees, officers,
11 representatives and all other persons and/or entities acting in concert or participation
12 with Top Top Clothing, Inc. or at Top Top Clothing, Inc.’s direction, including, but
13 not limited to (a) all persons associated with any wholesale or retail outlet in any form
14 (brick and mortar, internet, etc.) in which Top Top and/or its President, Yosef Dangor,
15 have any ownership interest; (b) all persons associated with any wholesale or retail
16 outlet which is under the management or control of Top Top and/or its President,
17 Yosef Dangor; and (c) all such wholesale and retail outlets, and each of them
18 (hereinafter, individually and collectively, “Top Top”), are permanently enjoined from
19 ever doing, attempting, or causing to be done, whether directly or indirectly, by any
20 means, method, or device whatsoever, any of the following:

21
22 a. The import, export, making, manufacture, reproduction, assembly,
23 use, acquisition, purchase, offer, sale, transfer, brokerage,
24 consignment, distribution, storage, shipment, licensing,
25 development, display, delivery, marketing, advertising or
26 promotion of any Forever 21 product, including, but not limited to,
27 any Forever 21 clothing, unless such action is first authorized in
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1 writing by an officer, director or managing agent of Forever 21,
2 Inc.;

3
4 b. The import, export, making, manufacture, reproduction, assembly,
5 use, acquisition, purchase, offer, sale, transfer, brokerage,
6 consignment, distribution, storage, shipment, licensing,
7 development, display, delivery, marketing, advertising or
8 promotion of any product which infringes any Forever 21
9 copyright, any variants thereof and any designs that are
10 substantially similar thereto;

11
12 c. The import, export, making, manufacture, reproduction, assembly,
13 use, acquisition, purchase, offer, sale, transfer, brokerage,
14 consignment, distribution, storage, shipment, licensing,
15 development, display, delivery, marketing, advertising or
16 promotion of any product which infringes any Forever 21
17 trademark and/or trade name including, but not limited to, the
18 Forever 21 trademarks identified in **Exhibit 1** hereto, any non-
19 genuine reproduction, counterfeit, copy, variant, colorable
20 imitation, translation and/or simulation thereof, and/or any
21 trademarks that are likely to be confusingly similar thereto;

22
23 d. The unauthorized use, in any manner whatsoever, of any
24 Forever 21 trademark and/or trade name including, but not limited
25 to, the Forever 21 trademarks identified in **Exhibit 1**, and/or any
26 non-genuine reproduction, counterfeit, copy, variant, colorable
27 imitation, translation and/or simulation thereof and/or use of any
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1 trademarks that are likely to be confusingly similar thereto,
2 including specifically as follows:

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4 (i) on or in conjunction with any unauthorized service or
5 product including, but not limited to, any Forever 21
6 clothing; and

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8 (ii) in, on or in conjunction with any unauthorized advertising,
9 promotional materials, labels, hangtags, packaging,
10 containers, websites or internet materials.

11
12 e. The import, export, making, manufacture, reproduction, assembly,
13 acquisition, purchase, use, offer, sale, transfer, brokering,
14 consignment, distribution, storage, shipment, licensing,
15 development, display, delivery, marketing, advertising or
16 promotion of any products originally manufactured on behalf of
17 Forever 21 that once bore any of the Forever 21 Marks, even if
18 those marks have been blacked out, cut out removed, or otherwise
19 obliterated, unless (1) such activities have been first approved in
20 writing by Forever 21 on its standard approval forms in conformity
21 with its then current standard approval procedures; or (2) such
22 activities have been authorized by Forever 21 pursuant to a written
23 authorized reseller agreement between Forever 21 and Top Top
24 signed by an officer, director or managing agent of each company.

25
26 f. Using any trademark or trade name that falsely represents, or is
27 likely to confuse, mislead, or deceive purchasers, customer, or
28 members of the public to believe that unauthorized products

1 imported, exported, manufactured, reproduced, distributed,
2 assembled, acquired, purchased, offered, sold, transferred,
3 brokered, consigned, distributed, shipped, marketed, advertised
4 and/or promoted by Defendants originate from Forever 21, or that
5 said merchandise has been sponsored, approved, licensed by, or
6 associated with Forever 21 or is, in some way, connected or
7 affiliated with Forever 21.

8
9 g. Engaging in any conduct that falsely represents that, or is likely to
10 confuse, mislead, or deceive purchasers, customers, or members of
11 the public to believe that Defendants themselves are connected
12 with, or are in some way sponsored by or affiliated with
13 Forever 21, purchases products from or otherwise have a business
14 relationship with Forever 21.

15
16 2. If Top Top, or any of its agents, employees, officers, representatives or
17 other persons acting in concert or participation with them, or at Top Top's direction,
18 breach any of the terms of this Stipulated Final Judgment for Entry of Permanent
19 Injunction (the "Stipulated Permanent Injunction"), Forever 21 shall have the right to
20 recover sanctions against Top Top including, but not limited to, sanctions for
21 contempt of court.

22
23 3. If Forever 21 so elects, in lieu of recovering compensatory damages from
24 Top Top for breach of this Stipulated Final Judgment, it shall recover from the Top
25 Top (but not from Josef Dangor in his individual capacity) liquidated damages in the
26 amount to be determined by the Court) for each incident or occurrence which
27 constitutes a breach of this Stipulated Final Judgment. For purposes of this Stipulated
28 Final Judgment, among other things, use by or on behalf of Top Top of any of the


1 Forever 21 trademarks identified in **Exhibit 1** hereto of this Agreement or any written
2 updates to that exhibit provided to Top Top by Forever 21 including, but not limited
3 to, each purchase or sale of any product containing any such trademark shall constitute
4 a separate incident or occurrence.

5
6 4. The prevailing party shall recover attorneys' fees and costs incurred in
7 any proceeding to enforce this Stipulated Final Judgment and/or in any proceeding
8 seeking any remedy based upon the alleged failure of Top Top to comply herewith.

9
10 5. This is a Final Judgment and is enforceable upon entry. The parties have
11 waived findings of fact, conclusions of law, a statement of decision, and any right to
12 set aside this Judgment, appeal herefrom, seek a new trial, or otherwise contest the
13 validity of this Judgment in any way whatsoever.

14
15 6. Service on counsel for Top Top or any then current member, manager or
16 officer of Top Top of a copy of this Judgment shall constitute notice to Top Top.

17
18 Dated: March 10, 2011



HONORABLE GEORGE H. KING
UNITED STATES DISTRICT COURT JUDGE

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22 Presented by:

23 REED SMITH LLP

24
25 By _____
26 Kathyleen A. O'Brien
27 Attorneys for Plaintiff
28 FOREVER 21, INC.

EXHIBIT 1

EXHIBIT 1
SCHEDULE OF TRADEMARKS

<u>Registered Trademarks</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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

Common Law Trademarks

TWENTY ONE and Bird Design

XXI and Bird Design

21

Common Law Trademarks

I ♥ H81

F21

HTG81

FAITH 21

I LOVE H81

2.1 DENIM

LIFE IN PROGRESS

JOY21

PEACE 21

21 MEN

TWENTYONE MEN

SOPHIE & ME

CEREAL