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JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

FOREVER 21, INC., a Delaware Corporation,

Plaintiff,

v.

IN & OUT FASHION, INC., a California Corporation; and DOES 1-10, Inclusive,

Defendants.

Case No.: 2:14-cv-07014 CAS (MRWx)

**[PROPOSED]
FINAL JUDGMENT, INCLUDING
PERMANENT INJUNCTION
AGAINST DEFENDANT IN & OUT
FASHION, INC., A CALIFORNIA
CORPORATION**

Honorable Judge Christina A. Snyder

The Court, pursuant to the Stipulation for Entry of Final Judgment, including Permanent Injunction between Plaintiff Forever 21, Inc. (“Plaintiff”), on the one hand, and Defendant In & Out Fashion, Inc. (“Defendant”), on the other hand, hereby ORDERS, ADJUDICATES and DECREES that a final judgment, including permanent injunction, shall be and hereby is entered against Defendant on the Complaint for Damages filed in this action as follows:

1. **JUDGMENT.** Plaintiff shall recover and Defendant shall pay to Plaintiff the sum of eighty-five thousand seven hundred eighty-three dollars sixteen cents (\$85,783.16) on Plaintiff’s Complaint for Damages.
2. **PERMANENT INJUNCTION.** Pursuant to 15 United States Code (“U.S.C.”) §

1 1116, Defendant is hereby restrained and enjoined from engaging in, directly or indirectly, any
2 of the following activities in the United States and throughout the world:

3 i. copying, manufacturing, importing, exporting, marketing,
4 displaying, purchasing, selling, offering for sale, reproducing, acquiring,
5 transferring, brokering, consigning, storing, shipping, licensing, developing,
6 delivering, distributing and/or dealing in any product or service that uses, or
7 otherwise makes any use of, references or relates to Plaintiff or any of Plaintiff's
8 registered or common law trademarks, including but not limited to the FOREVER
9 21®, XXI®, or LOVE 21® marks (collectively, "Forever 21's Trademarks"),
10 and/or any intellectual property that is confusingly or substantially similar to, or
11 that constitutes a colorable imitation of, references or relates to Plaintiff or any of
12 Forever 21's Trademarks;

13 ii. importing, exporting, making, manufacturing, reproducing,
14 assembling, using, acquiring, purchasing, offering, selling, transferring, brokering,
15 consigning, distributing, storing, licensing, developing, displaying, delivering,
16 marketing, advertising or promoting any product which bears, partially bears, or, of
17 which Defendant is on reasonable notice at any time bore any of Forever 21's
18 Trademarks, even if those marks have been partially blacked out, cut out, punched
19 out, removed, or otherwise altered, manipulated or obliterated;

20 iii. using any trademark or trade name that falsely represents, or is
21 likely to confuse, mislead, or deceive purchasers, customers, or members of the
22 public to believe that unauthorized products, imported, exported, manufactured,
23 reproduced, distributed, assembled, acquired, exported, offered, sold, transferred,
24 brokered, consigned, distributed, shipped, marketed, advertised and/or promoted
25 by Defendant originate from Plaintiff, or that said merchandise has been
26 sponsored, approved, licensed by, or associated with Plaintiff or is, in some way,
27 connected or affiliated with Plaintiff;

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1 iv. engaging in any conduct that falsely represents, or is likely to
2 confuse, mislead, or deceive purchasers, customers, or members of the public to
3 believe that Defendant itself is connected with, or is in some way sponsored by or
4 affiliated with Plaintiff, purchases products from or otherwise has a business
5 relationship with Plaintiff;

6 v. performing or allowing others employed by or representing
7 Defendant, or under Defendant's control, to perform any act or thing which is
8 likely to injure Plaintiff or Plaintiff's rights in and to Forever 21's Trademarks
9 and/or Plaintiff's business reputation or goodwill arising therefrom; and

10 vi. engaging in any acts of federal and/or state trademark
11 infringement, false designation, false advertising, unfair competition, dilution, or
12 other act(s) which would tend to damage or injure Plaintiff's rights in and to
13 Forever 21's Trademarks.

14 3. This Permanent Injunction shall be deemed to have been served upon
15 Defendant at the time of its execution by the Court.

16 4. The Court finds there is no just reason for delay in entering this
17 Permanent Injunction, and, pursuant to Rule 54(a) of the Federal Rules of Civil
18 Procedure, the Court directs immediate entry of this Permanent Injunction against
19 Defendant.

20 5. **FORFEITURE OF EXISTING INVENTORY.** Defendant is
21 ordered to deliver immediately to Plaintiff all unauthorized, non-genuine garments
22 apparel, or accessories that use, or otherwise make any use of, reference or relate to
23 Plaintiff or any of Forever 21's Trademarks, and/or any intellectual property that is
24 confusingly or substantially similar to, or that constitutes a colorable imitation of,
25 references or relates to Plaintiff or any of Forever 21's Trademarks in its
26 possession or under its control to the extent that any such items exist.

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6. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be taken from this Final Judgment, including Permanent Injunction, and Plaintiff and Defendant waive all rights to appeal. This Court expressly retains jurisdiction over this matter to enforce any violation of the terms of this Final Judgment, including Permanent Injunction by Defendant.

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

8. **TERMINATION OF THE ACTION.** The Court hereby terminates the action in its entirety upon entry of this Final Judgment, including Permanent Injunction against Defendant.

IT IS SO ORDERED, ADJUDICATED and DECREED this 21st day of September, 2015.



HON. CHRISTINA A. SNYDER
United States District Judge
Central District of California