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E-FILED 02/23/15

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

FOREVER 21, INC., a Delaware Corporation,

Plaintiff,

v.

PRO OFF PRICE, INC., a California Corporation; and DOES 1-10, Inclusive,

Defendants.

Case No.: 2:14-cv-07020 PSG (Ex)

~~[PROPOSED]~~ **PERMANENT INJUNCTION AGAINST DEFENDANT PRO OFF PRICE, INC., A CALIFORNIA CORPORATION, AND DISMISSAL**

Honorable Judge Philip S. Gutierrez

The Court, pursuant to the Stipulation for Entry of Permanent Injunction between Plaintiff Forever 21, Inc. (“Forever 21”), on the one hand, and Defendant Pro Off Price, Inc. (“Defendant”), on the other hand, hereby **ORDERS, ADJUDICATES and DECREES** that a permanent injunction shall be and hereby is entered against Defendant as follows:

1. **PERMANENT INJUNCTION.** Pursuant to 15 United States Code §1116, Defendant is hereby restrained and enjoined from engaging in, directly or indirectly, any of the following activities in the United States and throughout the world:

1 a. copying, manufacturing, importing, exporting, marketing,
2 displaying, purchasing, selling, offering for sale, reproducing, acquiring,
3 transferring, brokering, consigning, storing, shipping, licensing, developing,
4 delivering, distributing and/or dealing in any product or service that uses, or
5 otherwise makes any use of, references or relates to Forever 21 or any of Forever
6 21's Trademarks, and/or any intellectual property that is confusingly or
7 substantially similar to, or that constitutes a colorable imitation of, references or
8 relates to Forever 21 or any of Forever 21's Trademarks;

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

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

24 d. engaging in any conduct that falsely represents, or is likely to
25 confuse, mislead, or deceive purchasers, customers, or members of the public to
26 believe that Defendant itself is connected with, or is in some way sponsored by or
27 affiliated with Forever 21, purchases products from or otherwise has a business
28 relationship with Forever 21;

1 e. performing or allowing others employed by or representing
2 Boulevard, or under its control, to perform any act or thing which is likely to injure
3 Forever 21 or Forever 21's rights in and to Forever 21's Trademarks and/or
4 Forever 21's business reputation or goodwill arising therefrom; and

5 f. engaging in any acts of federal and/or state trademark
6 infringement, false designation, false advertising, unfair competition, dilution, or
7 other act(s) which would tend to damage or injure Forever 21's rights in and to
8 Forever 21's Trademarks.

9 2. This Permanent Injunction shall be deemed to have been served upon
10 Defendant at the time of its execution by the Court.

11 3. The Court finds there is no just reason for delay in entering this
12 Permanent Injunction, and, pursuant to Rule 54(a) of the Federal Rules of Civil
13 Procedure, the Court directs immediate entry of this Permanent Injunction against
14 Defendant.

15 4. **FORFEITURE OF EXISTING INVENTORY.** Defendant is
16 ordered to deliver immediately to Forever 21 all unauthorized products, including
17 any unauthorized, non-genuine and/or counterfeit garments, apparel, or accessories
18 that use, or otherwise make any use of, references or relates to Forever 21 or any of
19 Forever 21's Trademarks, and/or any intellectual property that is confusingly or
20 substantially similar to, or that constitutes a colorable imitation of, references or
21 relates to Forever 21 or any of Forever 21's Trademarks and related products,
22 labels, tags, hanger straps, packages and advertisements relating thereto in its
23 possession or under its control to the extent that any of these items are in
24 Defendant's possession.

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

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

7. **DISMISSAL OF THE ACTION.** The Court hereby dismisses the action in its entirety upon entry of this Permanent Injunction against Defendant.

IT IS SO ORDERED, ADJUDICATED and DECREED this 23rd day of February, 2015.

PHILIP S. GUTIERREZ

HON. PHILIP S. GUTIERREZ
United States District Judge
Central District of California

1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years,
3 and not a party to the within action. My business address is Johnson & Pham,
4 LLP, 6355 Topanga Canyon Blvd., Suite 326, Woodland Hills, California 91367.
5 On February 20, 2015, I served the within document(s):

6 **[PROPOSED] PERMANENT INJUNCTION AGAINST DEFENDANT PRO**
7 **OFF PRICE, INC., A CALIFORNIA CORPORATION, AND DISMISSAL**

8 FACSIMILE - by transmitting via facsimile the document(s) listed
9 above to the fax number(s) set forth on the attached Telecommunications Cover
10 Page(s) on this date before 5:00 p.m.

11 MAIL - by placing the document(s) listed above in a sealed envelope
12 with postage thereon fully prepaid, in the United States mail at Woodland Hills,
13 California addressed as set forth below.

14 PERSONAL SERVICE - by personally delivering the document(s)
15 listed above to the person(s) at the address(es) set forth below.

16 OVERNIGHT COURIER - by placing the document(s) listed above
17 in a sealed envelope with shipping prepaid, and depositing in a collection box for
18 next day delivery to the person(s) at the address(es) set forth below via UNITED
19 PARCEL SERVICE.

20 **PRO OFF PRICE. INC.**
21 **c/o Yaniv Shikuri**
22 **1527 S. Los Angeles Street. Unit A**
23 **Los Angeles. CA 90015**

24 I am readily familiar with the firm's practice of collection and processing
25 correspondence for mailing. Under that practice it would be deposited with the
26 U.S. Postal Service on that same day with postage thereon fully prepaid in the
27 ordinary course of business. I am aware that on motion of the party served,
28 service is presumed invalid if postal cancellation date or postage meter date is
more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this
court at whose direction the service was made. Executed on February 20, 2015, at
Woodland Hills, California.



Evelyn Ruano