

1 Teresa H. Michaud, State Bar No. 296329  
[Teresa.Michaud@bakermckenzie.com](mailto:Teresa.Michaud@bakermckenzie.com)  
 2 Christina Wong, State Bar No. 288171  
[Christina.Wong@bakermckenzie.com](mailto:Christina.Wong@bakermckenzie.com)  
 3 **BAKER & MCKENZIE LLP**  
 Two Embarcadero Center, 11th Floor  
 4 San Francisco, CA 94111-3802  
 Telephone: +1 415 576 3000  
 5 Facsimile:+1 415 576 3099

6 Timothy Gorry, State Bar No. 143797  
[tgorry@tocounsel.com](mailto:tgorry@tocounsel.com)  
 7 **THEODORA ORINGHER PC**  
 1840 Century Park East, Suite 500  
 8 Los Angeles, CA 90067-2120  
 Telephone: +1 310 557 2009  
 9 Facsimile: +1 310 551 0283

10 Attorneys for Plaintiffs  
 Flip Flop Shops Franchise Company, LLC,  
 11 FFS Holdings, LLC, and Cherokee Inc.

12 UNITED STATES DISTRICT COURT

13  
 14 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

15 FLIP FLOP SHOPS FRANCHISE  
 COMPANY, LLC, FFS HOLDINGS, LLC,  
 16 and CHEROKEE INC.,

17 Plaintiffs,

18 v.

19 AMY NEB; CHAD NEB; SWAGGER,  
 LLC; KING'S X, LLC; and POLU LANI  
 20 LLC,

21 Defendants.

**Case No. 2:16-cv-07259-JFW (Ex)**

**Date Action Filed:  
 September 27, 2016**

**AMENDED JUDGMENT**

**Before the  
 Honorable John F. Walter**

1 Pursuant to the Joint Stipulation Regarding Agreement on Amount of  
2 Attorneys' Fees of Plaintiffs' Counsel, the Judgment in the case, entered on May 2,  
3 2017 [ECF No. 98] is amended in order to reflect the Parties' agreement on the  
4 amount of attorneys' fees to be paid by Defendants to Plaintiffs. The agreement is set  
5 out in Section 4 below.

6 WHEREAS, Plaintiffs Flip Flop Shops Franchise Company, LLC, FFS  
7 Holdings, LLC, and Cherokee Inc. (collectively, "Plaintiffs") filed their Second  
8 Amended Complaint [ECF 37] on October 20, 2016, asserting eleven (11) claims for  
9 relief against Defendants Amy Neb, Chad Neb, Swagger, LLC, Kings X, LLC, and  
10 Polu Lani LLC (collectively, "Defendants");

11 WHEREAS, on March 27, 2017, Plaintiffs filed their Motion for Partial  
12 Summary Judgment [ECF 85] on Plaintiffs' Seventh Cause of Action for Breach of  
13 Contract and Eighth Cause of Action for Breach of Noncompete Covenant;

14 WHEREAS, on March 31, 2017, Plaintiffs and Defendants filed a Stipulation  
15 of Dismissal Without Prejudice of Claims 1-6 and 9-11 of Plaintiffs' Second  
16 Amended Complaint [ECF 86];

17 WHEREAS, the Court has considered the parties' memoranda of points and  
18 authorities, statements of uncontroverted facts and conclusions of law, the  
19 supporting declarations and evidence submitted therewith, as well as all of the other  
20 pleadings, records, and documents on file in this action;

21 WHEREAS, on April 25, 2017, the Court issued an Order Granting Plaintiffs'  
22 Motion for Partial Summary Judgment [ECF 95] and a Statement of Decision  
23 Granting Plaintiffs' Motion for Partial Summary Judgment [ECF 96]; and,

24 WHEREAS, in view of the Court's Order and Statement of Decision, final  
25 judgment should be entered.

26 **IT IS HEREBY ORDERED AND ADJUDGED THAT:**

- 27 1. Plaintiffs' Motion for Partial Summary Judgment is GRANTED;
- 28 2. Plaintiffs are entitled to an award of damages in the amount of

1 \$44,254.53, plus 18% interest beginning on December 12, 2016, the  
2 date on which the Court issued its Preliminary Injunction [ECF 65],  
3 such interest totaling \$3,077.21 as of May 1, 2017, and accruing at a  
4 daily rate of \$21.82 thereafter;

5 3. Plaintiffs are also entitled to their reasonable attorney’s fees and costs  
6 incurred in enforcing the Non-Compete Provision and seeking  
7 injunctive relief, in an amount to be submitted by Plaintiffs in a Motion  
8 for Attorneys’ Fees and Costs;

9 4. Plaintiffs and Defendants have reached an agreement on the amount of  
10 attorneys’ fees, as follows: Defendants will pay the amount of  
11 \$200,000.00 (Two Hundred Thousand) to Plaintiffs in full satisfaction  
12 of Plaintiffs’ Request for Attorneys’ Fees. The Court will retain  
13 jurisdiction over the attorneys’ fees’ matter, in case of any future  
14 disputes.

15 5. The Court further GRANTS Plaintiffs permanent injunctive relief, as  
16 follows:

17 a. Defendants and their officers, agents, servants, employees, and  
18 attorneys are hereby permanently restrained and enjoined from  
19 operating the Terminated Stores, and from using Plaintiffs’  
20 proprietary System, Confidential Information and Marks;

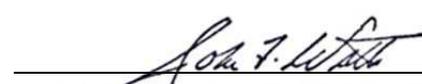
21 b. Additionally, Defendants are expressly ordered to comply with  
22 the Non-Competition Provision required of Defendants under the  
23 Franchise Agreements including with respect to the geographic  
24 restrictions set forth therein;

25 c. This order shall continue in full force and effect for the duration  
26 of the two-year non-competition period provided by the  
27 Franchise Agreements and as ordered by the Court in its  
28 Preliminary Injunction on December 12, 2016 [ECF 65];

- 1 6. Final judgment is entered in favor of Plaintiffs;
- 2 7. Pursuant to Local Rule 54-1, Plaintiffs are the prevailing parties in this
- 3 action and their costs shall be taxed against Defendants;
- 4 8. Pursuant to Local Rules 54-2 and 54-10, any motions or applications
- 5 for costs or attorneys' fees shall be served and filed within fourteen (14)
- 6 days after the entry of this Final Judgment; and, thereafter,
- 7 9. The Clerk of Court shall close this case.

8 **IT IS SO ORDERED.**

9  
10 Dated: August 1, 2017

  
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**HONORABLE JOHN F. WALTER**  
**UNITED STATES DISTRICT JUDGE**

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