

1 30. To date, bebe has discovered these Infringing Garments, and there may well
2 be others. Given the distinctiveness of bebe's designs and that forever 21 seeks to
3 compete in bebe's market niche by providing fashionable clothes for younger women, the
4 same demographic in which bebe has been extremely successful, it is evident that forever
5 21 has willfully copied the bebe Copyrighted Designs as well as the bebe Custom
6 Designs.

7 **FIRST CLAIM FOR RELIEF**

8 **(Copyright Infringement Against forever 21)**

9 31. The preceding paragraphs are incorporated by this reference.

10 32. forever 21 has infringed bebe's registered copyrights identified in
11 paragraphs 12-19 above, through forever 21's reproduction, preparation of derivative
12 works, and/or distribution of the virtually identical Knock-Off Designs on at least the
13 Infringing Garments identified in paragraph 26 and sold throughout forever 21's stores,
14 including those stores found in this District.

15 33. As demonstrated by forever 21's desire to compete in bebe's market niche,
16 forever 21's infringement of bebe's registered copyrights is willful. In designing its
17 Infringing Garments, forever 21 had access to the bebe lines of apparel. forever 21's
18 Knock-Off Designs are identical or virtually identical to bebe's registered copyrights, and
19 forever 21's use of identical designs for identical purposes on competing goods
20 demonstrates its willful infringement.

21 34. bebe has been damaged by the willful infringement of forever 21 in an
22 amount to be determined at trial.

23 35. forever 21 has been unjustly enriched by the receipt of profits on its sale of
24 Infringing Garments in an amount to be determined at trial.

25 36. As a direct result of the infringement by forever 21, bebe has suffered, and
26 will continue to suffer, irreparable harm, including, but not limited to, harm to its
27 business reputation and goodwill.
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1 37. forever 21 is presently engaged in the sale of Infringing Garments, and
2 unless immediately restrained and enjoined, will continue to do so. bebe’s remedy at law
3 is not by itself adequate to compensate them for the harm inflicted and threatened by
4 forever 21.

5 **SECOND CLAIM FOR RELIEF**

6 **(Unfair Competition Pursuant to Cal. Bus. & Prof. Code §§ 17200 et seq.**
7 **Against forever 21)**

8 38. The preceding paragraphs are incorporated by this reference.

9 39. The California Unfair Business Practices Act, Bus. & Prof. Code §§ 17200
10 et seq. (“Section 17200”), defines unfair competition as any “unlawful, unfair or fraudulent
11 business act or practice.” Section 17200 provides for injunctive relief and restitution to
12 persons harmed by unfair competition.

13 40. forever 21 competes in the market to provide fashionable clothes for younger
14 women and increase its market share and competitiveness by knocking off bebe’s original
15 creative designs, including but not limited to its Custom Designs.

16 41. By engaging in this practice, forever 21 has engaged, and will continue to
17 engage, in unfair competition as defined by Section 17200. These acts and practices
18 violate Section 17200 in at least the following respects:

- 19 a) forever 21 has engaged, and will continue to engage, in the unfair
20 business practice of not investing in the creation of its own original
21 creative designs, or paying third parties to create other designs for it,
22 and in forever 21’s reproduction and/or distribution of at least the
23 Infringing Garments identified in paragraph 30, which forever 21
24 seeks to have compete with bebe’s garments; and
- 25 b) forever 21 has engaged, and will continue to engage, in the unlawful,
26 unfair and fraudulent business practice of reproducing and/or
27 distributing at least the Knock-Off Designs identified in paragraph
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1 30, which are identical or nearly identical copies of bebe’s Custom
2 Designs.

3 42. As a direct result of unfair competition by forever 21, bebe has suffered,
4 and will continue to suffer, irreparable harm. Because of forever 21’s unlawful, unfair,
5 intentional and fraudulent business acts and practices, once customers learn that forever
6 21 has a practice of pirating and reproducing bebe’s garments, they will refrain from
7 purchasing bebe’s more expensive garments and wait to purchase the knocked-off, less
8 expensive garments sold by forever 21 with virtually identical designs.

9 43. As a direct result of unfair competition by forever 21, bebe has suffered,
10 and will continue to suffer, irreparable harm, including, but not limited to, harm to its
11 business reputation and goodwill. Because of forever 21’s unlawful, unfair, intentional,
12 and fraudulent business acts and practices, once customers learn that forever 21 and bebe
13 produce apparently identical garments, bebe’s reputation and goodwill will be irreparably
14 harmed.

15 44. forever 21 has been unjustly enriched by its unfair, unlawful, intentional,
16 and deceptive practices in a sum to be determined at trial.

17 45. bebe has been damaged by the unfair, unlawful, intentional, and deceptive
18 practices of forever 21 in a sum to be determined at trial.

19 46. forever 21 is presently engaged in the sale of Infringing Garments and
20 Knock-Off Designs, and unless immediately restrained and enjoined, will continue to do
21 so. bebe’s remedy at law is not by itself adequate to compensate them for the harm
22 inflicted and threatened by forever 21.

23 **THIRD CLAIM FOR RELIEF**
24 **(Tortious Interference with Prospective Business Advantage Against Forever21)**

25 47. The preceding paragraphs are incorporated by this reference.

26 48. California common law defines the elements of tortious interference with
27 prospective economic advantage as: (1) an economic relationship between a first party
28 and its customers, with the probability of future economic benefit to the first party; (2) a

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1 second party's knowledge of the economic relationship; (3) the second party's intentional
2 act(s) to disrupt the economic relationship; (4) actual disruptions of the relationship; and
3 (5) economic harm to the first party proximately caused by the second party's acts.

4 49. bebe has an economic relationship with its customers, including but not
5 limited to its fashionable and famous clientele, and bebe reasonably expects future
6 economic benefit from such customers.

7 50. forever 21 has knowledge of bebe's economic relationships.

8 51. forever 21 competes in the market to provide fashionable clothes for younger
9 women and increase its market share and competitiveness by intentionally, illegally,
10 maliciously, fraudulently, and wantonly knocking off bebe's original creative designs,
11 including but not limited to its Custom Designs.

12 52. forever 21's acts have disrupted bebe's economic relationships.

13 53. forever 21's acts have proximately caused bebe's economic harm.

14 54. As a direct result of forever 21's acts, bebe has suffered, and will continue
15 to suffer, irreparable harm. Because of forever 21's unlawful, unfair, intentional,
16 malicious, wonton and fraudulent business acts and practices, once customers learn
17 forever 21 has a practice of pirating and reproducing bebe's garments, they will refrain
18 from purchasing bebe's more expensive garments. In some instances, bebe's customers
19 may even wait to purchase the knocked-off, less expensive garments sold by forever 21
20 with virtually identical designs.

21 55. As a direct result of forever 21's acts, bebe has suffered, and will continue
22 to suffer, irreparable harm, including, but not limited to, harm to its business reputation
23 and goodwill. Because of forever 21's unlawful, unfair, intentional, malicious, wonton
24 and fraudulent business acts and practices, once customers learn that forever 21 and bebe
25 produce apparently identical garments, bebe's reputation and goodwill will be irreparably
26 harmed.

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1 56. forever 21 has been unjustly enriched by its unfair, unlawful, intentional,
2 malicious, wonton, fraudulent and deceptive practices in a sum to be determined at trial.

3 57. bebe has been damaged by the unfair, unlawful, intentional, malicious,
4 wonton, fraudulent and deceptive practices of forever 21 in a sum to be determined at
5 trial.

6 58. forever 21 is presently engaged in the sale of Infringing Garments and
7 Knock-Off Designs, and unless immediately restrained and enjoined, will continue to do
8 so. bebe's remedy at law is not by itself adequate to compensate them for the harm
9 inflicted and threatened by forever 21.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, bebe prays for relief as follows:

12 A. For a judgment that forever 21 has infringed United States Copyright
13 Registration Nos. VA 1-385-194, VA 1-385-195, VA 1-385-192, VA 1-385-197, VA 1-
14 363-651, VA 1-363-650, VA 1-385-196, and VA 1-385-193 identified in paragraphs 12-
15 19, pursuant to 17 U.S.C. § 501;

16 B. For entry of a preliminary and permanent injunction enjoining and
17 restraining forever 21, its officers, directors, agents, servants, employees and all other
18 persons in privy or acting in concert with them from further infringement of Copyright
19 Registration Nos. VA 1-385-194, VA 1-385-195, VA 1-385-192, VA 1-385-197, VA 1-
20 363-651, VA 1-363-650, VA 1-385-196, and VA 1-385-193 identified in paragraphs 12-
21 19, or any other copyrighted material owned by bebe, pursuant to 17 U.S.C. § 502;

22 C. For entry of relief immediately impounding all infringing articles, and
23 destruction thereof, pursuant to 17 U.S.C. § 503;

24 D. For an award to bebe of its actual damages and additional profits of the
25 infringer pursuant to 17 U.S.C. § 504;

26 E. For a finding that the infringement by forever 21 was willful, and for an
27 additional award to bebe for forever 21's willful infringement, pursuant to 17 U.S.C. § 504;
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1 F. For an award of bebe’s attorneys’ fees, expenses and costs, including but not
2 limited to expert witnesses’ fees, to bebe pursuant to 17 U.S.C. § 505;

3 G. For entry of a preliminary and permanent injunction enjoining and
4 restraining forever 21, its officers, directors, agents, servants, employees and all other
5 persons in privy or acting in concert with them from further engaging in unlawful, unfair,
6 and fraudulent business acts and practices, pursuant to Cal. Bus. & Prof. Code Section
7 17203;

8 H. For an award of restitution to bebe pursuant to Cal. Bus. & Prof. Code
9 Section 17203;

10 I. For an award of bebe’s attorneys’ fees, expenses and costs, including but not
11 limited to expert witnesses’ fees, to bebe pursuant to Cal. Code Civ. Pro. Section 1021.5;

12 J. For entry of a preliminary and permanent injunction enjoining and
13 restraining forever 21, its officers, directors, agents, servants, employees and all other
14 persons in privy or acting in concert with them from further engaging in tortious
15 interference with prospective economic advantage, pursuant to California common law;

16 K. For an award of compensatory damages to bebe for forever 21’s tortious
17 interference with prospective economic advantage, pursuant to California common law;

18 L. For an award of punitive damages to bebe for forever 21’s aggravated,
19 malicious, fraudulent, willful, and/or wanton tortious interference with prospective
20 economic advantage, pursuant to California common law; and

21 M. For an award to bebe of such other and further relief as this Court deems just
22 and proper.

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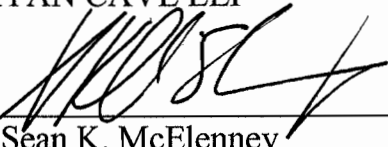
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DATED this 2nd day of January, 2007.

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By 

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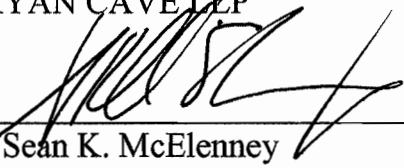
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DEMAND FOR JURY TRIAL

In accordance with Federal Rule of Civil Procedure 38(b), Plaintiffs bebe stores, inc. and bebe studio, inc. demand a trial by jury on all issues triable by a jury.

DATED this 2nd day of January, 2007.

BRYAN CAVE LLP

By 

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bebe stores, inc. and bebe studio, inc.

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EXHIBIT A



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Form VA For a Work of the Visual Arts UNITED STATES COPYRIGHT OFFICE

RE: VA 1-385-194



EFFECTIVE DATE OF REGISTRATION

11 28 06 Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 Title of This Work Tulip Field NATURE OF THIS WORK Print Design On Fabric

Previous or Alternative Titles

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Pages

2 a NAME OF AUTHOR bebe Studio, Inc. DATES OF BIRTH AND DEATH Year Born Year Died

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

Was this contribution to the work a "work made for hire"? Yes No Author's Nationality or Domicile Citizen of Domiciled in United States Was This Author's Contribution to the Work Anonymous? Pseudonymous?

Nature of Authorship Check appropriate box(es). See instructions 3-Dimensional sculpture 2-Dimensional artwork Reproduction of work of art Map Photograph Jewelry design Technical drawing Text Architectural work

b Name of Author Dates of Birth and Death Year Born Year Died

Was this contribution to the work a "work made for hire"? Yes No Author's Nationality or Domicile Citizen of Domiciled in Was This Author's Contribution to the Work Anonymous? Pseudonymous?

Nature of Authorship Check appropriate box(es). See instructions 3-Dimensional sculpture 2-Dimensional artwork Reproduction of work of art Map Photograph Jewelry design Technical drawing Text Architectural work

3 a Year in Which Creation of This Work Was Completed 2006 b Date and Nation of First Publication of This Particular Work Month July Day 19 Year 2006 United States

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author gives in space 2. bebe Studio Inc. 400 Valley Dr., Brisbane CA 94005

See instructions before completing this space.

Transfer if the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED NOV 28 2006 ONE DEPOSIT RECEIVED TWO DEPOSITS RECEIVED NOV 28 2006 FUNDS RECEIVED