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RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

11 UNITED STATES DISTRICT COURT  
12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

13 LEVI STRAUSS & CO.,

14 Plaintiff,

15 v.

16 FOX HOLLOW APPAREL GROUP, LLC, a  
17 New York corporation; PARIGI GROUP,  
18 LTD., a New York corporation; KOLONAKI,  
19 INC., a California corporation; INDUSTRIAL  
20 COTTON, INC., a New York corporation;  
21 TURN ON PRODUCTS, INC., a New York  
22 corporation; FOREVER 21, INC., a Delaware  
23 corporation; MAXX ACCESSORIES, Inc., a  
24 New York corporation,

25 Defendants.

LC 06 3765  
Case No.

COMPLAINT FOR TRADEMARK  
INFRINGEMENT AND DILUTION  
AND UNFAIR COMPETITION

HRL

JURY TRIAL DEMAND

26 Plaintiff Levi Strauss & Co. ("LS&CO.") complains against defendant Defendants FOX  
27 HOLLOW APPAREL GROUP, LLC; PARIGI GROUP, LTD.; KOLONAKI, INC.; INDUSTRIAL  
28 COTTON, INC.; TURN ON PRODUCTS, INC.; FOREVER 21, INC.; and MAXX ACCESSORIES,  
Inc. ("Defendants") as follows:

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1                                    **JURISDICTION, VENUE AND INTRA-DISTRICT ASSIGNMENT**

2            1.        Plaintiff's first, second and third claims arise under the Trademark Act of 1946 (the  
3 Lanham Act), as amended by the Federal Trademark Dilution Act of 1995 (15 U.S.C. §§ 1051, et  
4 seq.). This Court has jurisdiction over such claims pursuant to 28 U.S.C. §§ 1338(a) and 1338(b)  
5 (trademark and unfair competition), 28 U.S.C. § 1331 (federal question) and 15 U.S.C. § 1121  
6 (Lanham Act). This Court has supplemental jurisdiction over the remaining state law claims under 28  
7 U.S.C. § 1367.

8            2.        Venue is proper in this Court under 28 U.S.C. § 1391(b) because Defendants transact  
9 business in this District and because a substantial part of the events giving rise to Plaintiff's claims  
10 arose in this District.

11           3.        Intra-district assignment to any division of the Northern District is proper under Local  
12 Rule 3-2(c) and the Assignment Plan of this Court as an "Intellectual Property Action."

13                                    **PARTIES**

14           4.        LS&CO. is a Delaware corporation which has its principal place of business at Levi's  
15 Plaza, 1155 Battery Street, San Francisco, California 94111. LS&CO. is one of the oldest and most  
16 well known apparel companies in the world and has operated since approximately the 1850's. It  
17 manufactures, markets and sells a variety of apparel, including its traditional denim blue jean  
18 products.

19           5.        LS&CO. is informed and believes that defendant Fox Hollow Apparel Group, LLC is a  
20 New York corporation with its principal place of business at 112 West 34th Street, Suite 836, New  
21 York, NY 10120. Fox Hollow is a subsidiary of defendant Parigi Group, Ltd., a New York  
22 Corporation with its principal place of business at 112 West 34th Street, Suite 709 New York, NY  
23 10120. LS&CO. is informed and believes that Fox Hollow and Parigi manufacture and sell a line of  
24 clothing, including jeans, under the brand name "JLO Girls" under license from Sweetface Fashions, a  
25 company owned by Jennifer Lopez, the actress and owner of the JLO trademark. The JLO Girls line  
26 of jeans is sold in this judicial district and throughout the United States. LS&CO. is further informed  
27 and believes that Fox Hollow and Parigi have authorized, directed, and/or actively participated in the  
28 wrongful conduct alleged herein.

1           6.       LS&CO. is informed and believes that defendant Kolonaki, Inc. is a California  
2 corporation with its principal place of business at 808 Brannan Street, San Francisco, CA 94103.  
3 LS&CO. is informed and believes that Kolonaki manufactures and sells a line of clothing, including  
4 jeans, under the brand name "Georgiou." The Georgiou line of jeans is sold in this judicial district and  
5 throughout the United States. LS&CO. is further informed and believes that Kolonaki has authorized,  
6 directed, and/or actively participated in the wrongful conduct alleged herein.

7           7.       LS&CO. is informed and believes that defendant Industrial Cotton, Inc. is a New York  
8 corporation with its principal place of business at 1400 Broadway, New York, NY 10018. LS&CO. is  
9 informed and believes that Industrial Cotton manufactures and sells a line of clothing, including jeans,  
10 under the brand name "Industrial Cotton." The Industrial Cotton line of jeans is sold in this judicial  
11 district and throughout the United States. LS&CO. is further informed and believes that Industrial  
12 Cotton has authorized, directed, and/or actively participated in the wrongful conduct alleged herein.

13           8.       LS&CO. is informed and believes that defendant Turn On Products, Inc. ("Turn On  
14 Products") is a New York corporation with its principal place of business at 263 W. 36th Street, 8th  
15 Floor, New York, New York 10018. LS&CO. is informed and believes that Turn On Products  
16 manufactures and sells a line of clothing, including jeans, under the brand name "Younique." The  
17 Younique line is sold in this judicial district and throughout the United States. LS&CO. is further  
18 informed and believes that Turn On Products has authorized, directed, and/or actively participated in  
19 the wrongful conduct alleged herein.

20           9.       LS&CO. is informed and believes that defendant Forever 21, Inc. is a Delaware  
21 corporation with its principal place of business at 2001 S. Alameda St., Los Angeles, CA 90058.  
22 LS&CO. is informed and believes that Forever 21, Inc. manufactures and sells a line of clothing,  
23 including jeans, under the brand name "Forever 21." The Forever 21 line of jeans is sold in this  
24 judicial district and throughout the United States. LS&CO. is further informed and believes that  
25 Forever 21, Inc. has authorized, directed, and/or actively participated in the wrongful conduct alleged  
26 herein.

27           10.       LS&CO. is informed and believes that defendant MAXX Accessories, Inc. is a New  
28 York corporation with its principal place of business at 200 Robbins Lane, Jericho, New York 11753.

1 LS&CO. is informed and believes that MAXX Accessories manufactures and sells a line of handbags,  
2 purses and totes under the brand name "MAXX New York" The MAXX New York line is sold in this  
3 judicial district and throughout the United States. LS&CO. is further informed and believes that  
4 MAXX Accessories has authorized, directed, and/or actively participated in the wrongful conduct  
5 alleged herein.

## 6 FACTS AND ALLEGATIONS COMMON TO ALL CLAIMS

### 7 LS&CO.'s Use Of Its Trademarks

8 11. LS&CO. marks its LEVI'S® brand products with a set of trademarks that are famous  
9 around the world. For many years prior to the events giving rise to this Complaint and continuing to  
10 the present, LS&CO. annually has spent great amounts of time, money, and effort advertising and  
11 promoting the products on which its trademarks are used and has sold tens of millions of these  
12 products all over the world, including throughout the United States and in California. Through this  
13 investment, LS&CO. has created considerable goodwill and a reputation for quality products.  
14 LS&CO. continuously has used these trademarks, some for well over a century, to distinguish its  
15 products.

16 12. Most of LS&CO.'s trademarks are federally registered; all are in full force and effect,  
17 and exclusively owned by LS&CO. LS&CO. continuously has used each of its trademarks, from the  
18 registration date or earlier, until the present and during all time periods relevant to LS&CO.'s claims.

### 19 LS&CO.'s Arcuate Stitching Design Trademark

20 13. Among its marks, LS&CO. owns the famous Arcuate Stitching Design Trademark (the  
21 "Arcuate trademark"), which consists of a distinctive stitching design that is the oldest known apparel  
22 trademark in the United States. LS&CO. has used the Arcuate trademark continuously since 1873 in  
23 interstate commerce on clothing products and related accessories. LS&CO. first used the Arcuate  
24 trademark on overalls and jeans and later used it on trousers, pants, jackets, shorts, skirts and shirts,  
25 among other products. Examples of LS&CO.'s use of the Arcuate trademark on LEVI'S® jeans are  
26 attached as Exhibit A. In addition, LS&CO uses, and has used for years, its Arcuate design on  
27 accessory products, including denim wallets, handbags and totes. Examples of these uses also are  
28 shown in Exhibit A.

1 14. LS&CO. owns, among others, the following United States Registrations for its Arcuate  
2 trademark, the first two of which have become incontestable under the provisions of 15 U.S.C. § 1065:

- 3 a. Registration No. 404,248 (first used as early as 1873; registered November 16,  
4 1943);
- 5 b. Registration No. 1,139,254 (first used as early as 1873; registered September 2,  
6 1980);
- 7 c. Registration No. 2,791,156 (first used as early as 1936; registered December 9,  
8 2003); and
- 9 d. Registration No. 2,794,649 (first used as early as 1873; registered December 16,  
10 2003).

11 Copies of these registrations are attached as Exhibit B.

12 15. LS&CO. also owns, among others, California Registration No. 088399 (first used as  
13 early as 1873; registered August 24, 1988) for its Arcuate trademark, which is also included in Exhibit  
14 B:

15 16. The Arcuate trademark is famous and is recognized around the world and throughout  
16 the United States by consumers as signifying a high quality LEVI'S® product, including pants, jeans,  
17 shirts, jackets, totes, handbags, purses and wallets.

18 **Defendant's Infringement of LS&CO.'s Arcuate trademark and Breach of Prior Agreements**

19 17. LS&CO. is informed and believes that Fox Hollow and Parigi have in the past and  
20 continue to manufacture, source, market and/or sell jeans that display designs on the rear pockets that  
21 are confusingly similar to LS&CO.'s Arcuate trademark. These designs include, without limitation the  
22 design depicted in Exhibit C (the "JLO Girls design").

23 18. LS&CO. is informed and believes that Fox Hollow and Parigi has manufactured,  
24 marketed and sold substantial quantities of products bearing the JLO Girls design and others like it,  
25 and have obtained and continue to obtain substantial profits thereby.

26 19. LS&CO. is informed and believes that Kolonaki has in the past and continues to  
27 manufacture, source, market and/or sell jeans that display designs on the rear pockets that are  
28 confusingly similar to LS&CO.'s Arcuate trademark. These designs include, without limitation the

1 design depicted in Exhibit D (the "Georgiou design").

2 20. LS&CO. is informed and believes that Kolonaki has manufactured, marketed and sold  
3 substantial quantities of products bearing the Georgiou design and others like it, and has obtained and  
4 continue to obtain substantial profits thereby.

5 21. LS&CO. is informed and believes that Industrial Cotton has in the past and continues  
6 to manufacture, source, market and/or sell jeans that display designs on the rear pockets that are  
7 confusingly similar to LS&CO.'s Arcuate trademark. These designs include, without limitation the  
8 design depicted in Exhibit E (the "Industrial Cotton design").

9 22. LS&CO. is informed and believes that Industrial Cotton has manufactured, marketed  
10 and sold substantial quantities of products bearing the Industrial Cotton design and others like it, and  
11 has obtained and continues to obtain substantial profits thereby.

12 23. LS&CO. is informed and believes that Turn On Products has in the past and continues  
13 to manufacture, source, market and/or sell jeans that display designs on the rear pockets that are  
14 confusingly similar to LS&CO.'s Arcuate trademark. These designs include, without limitation the  
15 design depicted in Exhibit F (the "Younique design").

16 24. LS&CO. is informed and believes that Turn On Products has manufactured, marketed  
17 and sold substantial quantities of products bearing the Younique design and others like it, and has  
18 obtained and continues to obtain substantial profits thereby.

19 25. Turn On Products has previously infringed LS&CO.'s rights in its Arcuate trademark.  
20 In October 2002, LS&CO. and Turn On Products entered into a Settlement Agreement concerning  
21 Turn On Products' use of stitching designs that infringed LS&CO.'s Arcuate trademark. A copy of the  
22 Settlement Agreement, which remains in effect, is attached as Exhibit G ("Turn On Settlement  
23 Agreement") and is incorporated here by reference.

24 26. The Turn On Settlement Agreement prohibits Turn On Products from manufacturing,  
25 distributing, or selling any jeans that display any stitching design that is substantially similar to the  
26 design at issue in that case. The Younique stitching design is substantially similar to the designs at  
27 issue in the prior case and, if anything, is even more likely to cause confusion about the source of the  
28 jeans than the designs that were subject to the prior dispute.

1 27. LS&CO. is informed and believes that Forever 21, Inc. has in the past and continues to  
2 manufacture, source, market and/or sell jeans that display designs on the rear pockets that are  
3 confusingly similar to LS&CO.'s Arcuate trademark. These designs include, without limitation the  
4 designs depicted in Exhibit H (the "Forever 21 designs").

5 28. LS&CO. is informed and believes that Forever 21 has manufactured, marketed and sold  
6 substantial quantities of products bearing the Forever 21 designs and others like it, and has obtained  
7 and continues to obtain substantial profits thereby.

8 29. Forever 21 has previously infringed LS&CO.'s rights in its Arcuate trademark on more  
9 than one occasion. In July 2001, LS&CO. and Forever 21 entered into a Settlement Agreement  
10 concerning Forever 21's use of stitching designs that infringed LS&CO.'s Arcuate trademark.

11 30. LS&CO. and Forever 21 entered into a second Settlement Agreement in January 2005  
12 concerning Forever 21's use of stitching designs that infringed LS&CO.'s Arcuate trademark. A copy  
13 of the Settlement Agreement, which remains in effect, is attached as Exhibit I ("2005 Forever 21  
14 Settlement Agreement") and is incorporated here by reference.

15 31. The 2005 Forever 21 Settlement Agreement prohibits Forever 21 from manufacturing,  
16 licensing, selling, offering for sale, distributing, importing, exporting, advertising, promoting or  
17 displaying any item of clothing or related accessory, anywhere in the world, that display any stitching  
18 or stitching-like design in the shape of the designs at issue in that case or in any shape confusingly  
19 similar to LS&CO.'s Arcuate trademark. The Forever 21 stitching designs are in the same general  
20 form and placement as the designs at issue in the prior case and, if anything, are even more likely to  
21 cause confusion about the source of the jeans than the designs that were subject to the prior disputes.

22 32. LS&CO. is informed and believes that MAXX Accessories has in the past and  
23 continues to manufacture, source, market and/or sell handbags that are constructed to appear like blue  
24 jeans and that display pocket designs that are confusingly similar to LS&CO.'s Arcuate trademark.  
25 These designs include, without limitation the design depicted in Exhibit J (the "MAXX New York  
26 design").

27 33. LS&CO. is informed and believes that MAXX Accessories has manufactured,  
28 marketed and sold substantial quantities of products bearing the MAXX New York design and others

1 like it, and has obtained and continues to obtain substantial profits thereby.

2 34. Each of the Defendants sells its products bearing the infringing designs through the  
3 same or similar distribution and marketing channels as LS&CO. The Defendants and LS&CO.  
4 compete directly with each other for the same limited floor space among desirable retail distribution.  
5 All of the parties sell and advertise their products on the Internet. Consumers are likely to perceive  
6 the Defendants' designs and LS&CO.'s Arcuate trademark simultaneously or in a series of  
7 transactions, both in point of sale and post sale contexts.

8 35. Each of the Defendant's actions have caused and will cause LS&CO. irreparable harm  
9 for which money damages and other remedies are inadequate. Unless Defendants, and each of them,  
10 are restrained by this Court, they will continue and/or expand the illegal activities alleged in this  
11 Complaint and otherwise continue to cause great and irreparable damage and injury to LS&CO. by,  
12 among other things:

- 13 a. Depriving LS&CO. of its statutory rights to use and control use of its
- 14 trademark;
- 15 b. Creating a likelihood of confusion, mistake and deception among consumers
- 16 and the trade as to the source of the infringing products;
- 17 c. Causing the public falsely to associate LS&CO. with Defendants or vice versa;
- 18 d. Causing incalculable and irreparable damage to LS&CO.'s goodwill and
- 19 diluting the capacity of its Arcuate trademark to differentiate LEVI'S® products
- 20 from others; and
- 21 e. Causing LS&CO. to lose sales of its genuine clothing products.

22 36. Accordingly, in addition to other relief, LS&CO. is entitled to preliminary and  
23 permanent injunctive relief against each of the Defendants and all persons acting in concert with them.

24 **FIRST CLAIM**  
25 **FEDERAL TRADEMARK INFRINGEMENT**  
**(15 U.S.C. §§ 1114-1117; Lanham Act § 32)**

26 37. LS&CO. realleges and incorporates by reference each of the allegations contained in  
27 paragraphs 1 through 36 of this Complaint.

28 38. Without LS&CO.'s consent, Defendants, and each of them, have used, in connection



1 with the sale, offering for sale, distribution or advertising of their products, designs that infringe upon  
2 LS&CO.'s registered Arcuate trademark.

3 39. These acts of trademark infringement have been committed with the intent to cause  
4 confusion, mistake, or deception, and are in violation of 15 U.S.C. § 1114.

5 40. As a direct and proximate result of Defendants' infringing activities, LS&CO. has  
6 suffered substantial damage.

7 41. Defendants' infringement of LS&CO.'s trademark as alleged herein is an exceptional  
8 case and was intentional, entitling LS&CO. to treble its actual damages and to an award of attorneys'  
9 fees under 15 U.S.C. §§ 1117(a) and 1117(b).

10 **SECOND CLAIM**  
11 **FEDERAL UNFAIR COMPETITION**  
12 **(False Designation of Origin and False Description)**  
**(15 U.S.C. § 1125; Lanham Act § 43(a))**

13 42. LS&CO. realleges and incorporates by reference each of the allegations contained in  
14 paragraphs 1 through 41 of this Complaint.

15 43. Defendants' conduct constitutes the use of words, terms, names, symbols or devices  
16 tending falsely to describe the infringing products, within the meaning of 15 U.S.C. § 1125(a)(1).  
17 Defendants' conduct is likely to cause confusion, mistake, or deception by or in the public as to the  
18 affiliation, connection, association, origin, sponsorship or approval of the infringing products to the  
19 detriment of LS&CO. and in violation of 15 U.S.C. § 1125(a)(1).

20 44. As a direct and proximate result of Defendants' infringing activities, LS&CO. has  
21 suffered substantial damage.

22 **THIRD CLAIM**  
23 **FEDERAL DILUTION OF FAMOUS MARK**  
24 **(Federal Trademark Dilution Act of 1995)**  
**(15 U.S.C. § 1125(c); Lanham Act § 43(a))**

25 45. LS&CO. realleges and incorporates by reference each of the allegations contained in  
26 paragraphs 1 through 44 of this Complaint.

27 46. LS&CO.'s Arcuate trademark is distinctive and famous within the meaning of the  
28 Federal Trademark Dilution Act of 1995, 15 U.S.C. § 1125(c).

1 47. Defendants' activities as alleged herein, both separately and collectively, constitute  
2 dilution of the distinctive quality of LS&CO.'s trademark in violation of the Federal Trademark  
3 Dilution Act of 1995, 15 U.S.C. § 1125(c).

4 48. LS&CO. is entitled to injunctive relief pursuant to 15 U.S.C. § 1125(c).

5 49. Because Defendants willfully intended to trade on LS&CO.'s reputation or to cause  
6 dilution of LS&CO.'s famous trademark, LS&CO. is entitled to damages, extraordinary damages, fees  
7 and costs pursuant to 15 U.S.C. § 1125(c)(2).

8 **FOURTH CLAIM**  
9 **CALIFORNIA DILUTION AND TRADEMARK INFRINGEMENT**  
10 **(Cal. Bus. & Prof. Code §§ 14320, 14330, 14335, 14340)**

11 50. LS&CO. realleges and incorporates by reference each of the allegations contained in  
12 paragraphs 1 through 49 of this Complaint.

13 51. Defendants' intentional and blatant infringement of LS&CO.'s federal and state  
14 registered trademark constitutes infringement and dilution under California Business & Professions  
15 Code §§ 14320, 14330, and 14335.

16 52. Defendants infringed LS&CO.'s Arcuate trademark with knowledge and intent to cause  
17 confusion, mistake or deception.

18 53. Defendants' conduct is aggravated by that kind of willfulness, wantonness, malice and  
19 conscious indifference to the rights and welfare of LS&CO. for which California law allows the  
20 imposition of exemplary damages.

21 54. Pursuant to California Business & Professions Code § 14340, LS&CO. is entitled to  
22 injunctive relief and damages in the amount of three times Defendants' profits and three times all  
23 damages suffered by LS&CO. by reason of Defendants' manufacture, use, display or sale of infringing  
24 goods.

25 **FIFTH CLAIM**  
26 **CALIFORNIA UNFAIR COMPETITION**

27 55. LS&CO. realleges and incorporates by reference each of the allegations contained in  
28 paragraphs 1 through 54 of this Complaint.

56. Defendants' infringement of LS&CO.'s Arcuate trademark constitutes "unlawful, unfair

1 or fraudulent business act[s] or practice[s] and unfair, deceptive, untrue or misleading advertising"  
2 within the meaning of California Business & Professions Code § 17200.

3 57. As a consequence of Defendants' actions, LS&CO. is entitled to injunctive relief and an  
4 order that Defendants disgorge all profits on the manufacture, use, display or sale of infringing goods.

5 **SIXTH CLAIM**  
6 **BREACH OF SETTLEMENT AGREEMENT**

7 58. LS&CO. realleges and incorporates by reference each of the allegations contained in  
8 paragraphs 1 through 57 of this Complaint.

9 59. Under the terms of the Turn On Settlement Agreement between LS&CO. and Turn On  
10 Products, Turn On Products agreed not to institute or reinstitute any manufacture, distribution, or sale  
11 of any jeans or other products that display any stitching design substantially similar to the design at  
12 issue in that prior dispute.

13 60. Under the terms of the 2005 Forever 21 Settlement Agreement, Forever 21 agreed  
14 never to sell or offer for sale, or to manufacture, license or distribute jeans or other products that  
15 display stitching or stitching like designs in the form and placement of those previously in dispute or  
16 in any shape confusingly similar to the Arcuate trademark.

17 61. LS&CO. has performed all of its obligations under these settlement agreements.

18 62. Turn On Products and Forever 21 have breached the terms of these settlement  
19 agreements by manufacturing, sourcing, marketing and/or selling jeans that display designs on the rear  
20 pockets that are substantially similar to the designs previously at issue and even more clearly violate  
21 LS&CO.'s rights in its Arcuate trademark.

22 63. As a proximate result of these defendants' breaches, LS&CO. has been damaged and  
23 has incurred attorneys' fees and costs.

24 **SEVENTH CLAIM**  
25 **BREACH OF SETTLEMENT AGREEMENT AND COVENANT OF**  
26 **GOOD FAITH AND FAIR DEALING**

27 64. LS&CO. realleges and incorporates by reference each of the allegations contained in  
28 paragraphs 1 through 63 of this Complaint.

65. Under the terms of the Turn On Settlement Agreement, Turn On Products, Turn On

1 Products agreed not to institute or reinstitute any manufacture, license, sale, offer for sale, distribution,  
2 import, export, advertisement, promotion, or display of any bottoms, anywhere in the world, that  
3 display any stitching design in a shape that is substantially similar to the design at issue in that prior  
4 dispute.

5 66. Under the terms of the 2005 Forever 21 Settlement Agreement, Forever 21 agreed  
6 never to sell or offer for sale, or manufacture, license or distribute jeans or other products that display  
7 stitching or stitching like designs in the form and placement of those previously in dispute or in any  
8 shape confusingly similar to the Arcuate trademark.

9 67. LS&CO. has performed all of its obligations under these settlement agreements.

10 68. Turn On Products and Forever 21 have breached the terms of, and the covenant of good  
11 faith and fair dealing within, these settlement agreements by manufacturing, sourcing, marketing  
12 and/or selling jeans that display designs on the rear pockets that bear designs which are even more  
13 confusing than the designs that they previously agreed to abandon.

14 69. As a proximate result of these defendants' breaches, LS&CO. has been damaged and  
15 has incurred attorneys' fees and costs.

16 **PRAYER FOR JUDGMENT**

17 WHEREFORE, LS&CO. prays that this Court grant it the following relief:

18 70. Adjudge that LS&CO.'s Arcuate trademark has been infringed by Defendants in  
19 violation of LS&CO.'s rights under common law, 15 U.S.C. § 1114, and/or California law;

20 71. Adjudge that Defendants has competed unfairly with LS&CO. in violation of  
21 LS&CO.'s rights under common law, 15 U.S.C. § 1125(a), and/or California law;

22 72. Adjudge that Defendants' activities are likely to, or have, diluted LS&CO.'s famous  
23 Arcuate trademark in violation of LS&CO.'s rights under common law, 15 U.S.C. § 1125(c), and/or  
24 California law;

25 73. Adjudge that Turn On Products has breached the terms of the Turn On Products'  
26 Settlement Agreement;

27 74. Adjudge that Forever 21 has breached the terms of, , and the covenant of good faith and  
28 fair dealing implied in, the 2005 Forever 21 Settlement Agreement;

1           75. Adjudge that Defendants and each of their agents, employees, attorneys, successors,  
2 assigns, affiliates, and joint venturers and any person(s) in active concert or participation with them,  
3 and/or any person(s) acting for, with, by, through or under them, be enjoined and restrained at first  
4 during the pendency of this action and thereafter permanently from:

5           a. Manufacturing, producing, sourcing, importing, selling, offering for sale,  
6 distributing, advertising, or promoting any goods that display any words or symbols that so resemble  
7 LS&CO.'s Arcuate trademark as to be likely to cause confusion, mistake or deception, on or in  
8 connection with any product that is not authorized by or for LS&CO., including without limitation any  
9 product that bears the designs which are the subject of this Complaint and for which they are  
10 responsible, or any other confusingly similar approximation of LS&CO.'s Arcuate trademark;

11           b. Using any word, term, name, symbol, device or combination thereof that causes  
12 or is likely to cause confusion, mistake or deception as to the affiliation or association of Defendants  
13 or its goods with LS&CO. or as to the origin of Defendants' goods, or any false designation of origin,  
14 false or misleading description or representation of fact;

15           c. Further infringing the rights of LS&CO. in and to any of its trademarks in its  
16 LEVITS® brand products or otherwise damaging LS&CO.'s goodwill or business reputation;

17           d. Otherwise competing unfairly with LS&CO. in any manner;

18           e. Continuing to perform in any manner whatsoever any of the other acts  
19 complained of in this Complaint;

20           76. Adjudge that Defendants be required immediately to supply LS&CO.'s counsel with a  
21 complete list of individuals and entities from whom or which they purchased, and to whom or which  
22 they have sold, offered for sale, distributed, advertised or promoted, infringing products as alleged in  
23 this Complaint;

24           77. Adjudge that Defendants be required immediately to deliver to LS&CO.'s counsel  
25 Defendants' entire inventory of infringing products, including without limitation pants and any other  
26 clothing, packaging, labeling, advertising and promotional material and all plates, patterns, molds,  
27 matrices and other material for producing or printing such items, that is in Defendants' possession or  
28 subject to their control and that infringes LS&CO.'s Arcuate trademark as alleged in this Complaint;

1 78. Adjudge that Defendants, within thirty (30) days after service of the judgment  
2 demanded herein, be required to file with this Court and serve upon LS&CO.'s counsel a written  
3 report under oath setting forth in detail the manner in which they have complied with the judgment;

4 79. Adjudge that LS&CO. recover from Defendants its actual damages and lost profits in  
5 an amount to be proven at trial, that Defendants be required to account for any profits that are  
6 attributable to their illegal acts, and that LS&CO. be awarded the greater of (1) three times  
7 Defendants' profits or (2) three times any damages sustained by LS&CO., under 15 U.S.C. § 1117,  
8 plus prejudgment interest;

9 80. Adjudge that LS&CO. recover from Defendants Turn On Products and Forever 21 its  
10 compensatory damages and costs for their violation of settlement agreements with LS&CO.;

11 81. Order an accounting of and impose a constructive trust on all of Defendants' funds and  
12 assets that arise out of Defendants' infringing activities;

13 82. Adjudge that Defendants be required to pay LS&CO. punitive damages for its  
14 oppression, fraud, malice and gross negligence, whether grounded on proof of actual damages  
15 incurred by LS&CO. or on proof of Defendants' unjust enrichment;

16 83. Adjudge that LS&CO. be awarded its costs and disbursements incurred in connection  
17 with this action, including LS&CO.'s reasonable attorneys' fees and investigative expenses; and

18 84. Adjudge that all such other relief be awarded to LS&CO. as this Court deems just and  
19 proper.

20 DATED: June 14 2006

Respectfully submitted,

21  
22 By: \_\_\_\_\_

Gregory S. Gilchrist  
TOWNSEND AND TOWNSEND AND CREW LLP  
Two Embarcadero Center, Eighth Floor  
San Francisco, California 94111  
Telephone: (415) 576-0200  
Facsimile: (415) 576-0300

23  
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25  
26 Attorneys for Plaintiff  
27 LEVI STRAUSS & CO.  
28

60791921 v1

## Exhibit A



Exhibit A-1





Exhibit A-2



Exhibit A-3



Exhibit A-4



Exhibit A-5



Exhibit A-6



Exhibit A-7



Exhibit A-8



Exhibit A-9





Exhibit A-10



Exhibit A-11



Exhibit A-12

## Exhibit B



428326



**THE UNITED STATES OF AMERICA**

**TO ALL TO WHOM THESE PRESENTS SHALL COME:  
UNITED STATES DEPARTMENT OF COMMERCE**

**United States Patent and Trademark Office**

**July 16, 2001**

**THE ATTACHED U.S. TRADEMARK REGISTRATION 404,248 IS  
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND  
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN  
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES  
PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 20 YEARS FROM *November 16, 1943*  
2nd RENEWAL FOR A TERM OF 20 YEARS FROM *November 16, 1983*  
SECTION 8 & 15**

**REPUBLISHED SECTION 12C  
SAID RECORDS SHOW TITLE TO BE IN:**

***STRAUSS, LEVI & CO.***



**By Authority of the  
COMMISSIONER OF PATENTS AND TRADEMARKS**

*H. Phillips*  
**H. PHILLIPS**  
Certifying Officer

Registered Nov. 16, 1943

Trade-Mark 404,248

Republished, under the Act of 1946, April 27, 1948, by Levi Strauss & Company, San Francisco, Calif.

Affidavit under Section 8 accepted.

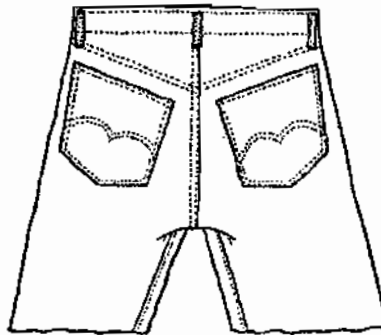
Affidavit under Section 15 received, Aug. 31, 1953.

# UNITED STATES PATENT OFFICE

Levi Strauss & Company, San Francisco, Calif.

Act of February 20, 1905

Application September 25, 1942, Serial No. 455,769



## STATEMENT

*To the Commissioner of Patents:*

Levi Strauss & Company, a corporation duly organized under the laws of the State of California and located at the city and county of San Francisco, State of California, and doing business at 98 Battery Street, San Francisco, California, has adopted and used the trade-mark shown in the accompanying drawing, for WAISTBAND TYPE OVERALLS, in Class 39, Clothing, and presents herewith five facsimiles showing the trade-mark as actually used by applicant upon the goods, and requests that the same be registered in the United States Patent Office in accordance with act of February 20, 1905. The trade-mark has been continuously used and applied to said goods in applicant's business since the year 1873. The trade-mark consists of double arcuate designs of orange color displayed on the hip pockets of the overalls as shown on the drawing. The mark is applied to the overalls

by stitching the double arcuate designs on the hip pockets with orange colored thread, or by painting the lines of said design on the hip pockets with orange colored paint.

No claim is made to the exclusive use of the representation of a pair of overalls.

The undersigned hereby appoints Castberg & Roemer, a firm composed of Thomas Castberg and Irving C. Roemer, whose address is 807 Crocker Building, San Francisco, California, and whose registration number is 15,030, as its attorneys, with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the certificate of registration, and to transact all business in the Patent Office connected therewith.

LEVI STRAUSS & COMPANY,  
By DANIEL E. KOSHLAND,  
Vice President.

438326



# THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

**UNITED STATES DEPARTMENT OF COMMERCE**

**United States Patent and Trademark Office**

**July 16, 2001**

**THE ATTACHED U.S. TRADEMARK REGISTRATION 1,139,254 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 20 YEARS FROM *September 02, 1980***

***SECTION 8 & 15***

**SAID RECORDS SHOW TITLE TO BE IN:**

***LEVI STRAUSS & CO.***

***A DE CORP***



**By Authority of the  
COMMISSIONER OF PATENTS AND TRADEMARKS**

*H. Phillips*  
**H. PHILLIPS**  
Certifying Officer

**Int. Cl.: 25**

**Prior U.S. Cl.: 39**

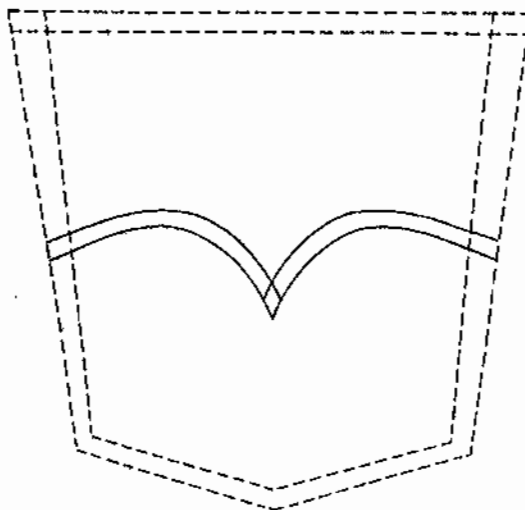
**Reg. No. 1,139,254**

**United States Patent and Trademark Office**

**Registered Sep. 2, 1980**

**TRADEMARK**

**Principal Register**



Levi Strauss & Co. (Delaware corporation)  
Two Embarcadero Ctr.  
San Francisco, Calif. 94106

For: PANTS, JACKETS, SKIRTS, DRESSES AND  
SHORTS, in CLASS 25 (U.S. CL. 39).  
First use 1873; in commerce 1873.  
Owner of U.S. Reg. No. 404,248.

Ser. No. 169,399. Filed May 8, 1978.

M. J. LEAHY, Primary Examiner





UNITED STATES DEPARTMENT OF COMMERCE  
 Patent and Trademark Office  
 OFFICE OF ASSISTANT COMMISSIONER FOR TRADEMARKS  
 2900 Crystal Drive  
 Arlington, Virginia 22202-3513

REGISTRATION NO: 1139254 SERIAL NO: 73169399 MAILING DATE: 08/06/2001  
 REGISTRATION DATE: 09/02/1980  
 MARK: MISCELLANEOUS DESIGN  
 REGISTRATION OWNER: LEVI STRAUSS & CO.  
 CORRESPONDENCE ADDRESS:

SARAH R. FULLER  
 LEGAL STRATEGIES GROUP  
 5905 CHRISTIE AVENUE  
 EMERYVILLE, CA 94608-1925

**NOTICE OF ACCEPTANCE**

15 U.S.C. Sec. 1058(a)(3)

THE COMBINED AFFIDAVIT AND RENEWAL APPLICATION FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 8 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1058.

ACCORDINGLY, THE SECTION 8 AFFIDAVIT IS ACCEPTED.

\*\*\*\*\*

**NOTICE OF RENEWAL**

15 U.S.C. Sec. 1059(a)

THE COMBINED AFFIDAVIT AND RENEWAL APPLICATION FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 9 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1058.

ACCORDINGLY, THE REGISTRATION IS RENEWED.

\*\*\*\*\*

THE REGISTRATION WILL REMAIN IN FORCE FOR CLASS(ES):  
 025.

HARPER, BARBARA A  
 PARALEGAL SPECIALIST  
 POST-REGISTRATION DIVISION  
 (703)308-9500

PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR INFORMATION CONCERNING REQUIREMENTS FOR MAINTAINING THIS REGISTRATION



7006650

**THE UNITED STATES OF AMERICA**

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

**UNITED STATES DEPARTMENT OF COMMERCE**

**United States Patent and Trademark Office**

**April 06, 2006**

**THE ATTACHED U.S. TRADEMARK REGISTRATION 2,791,156 IS  
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND  
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN  
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES  
PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *December 09, 2003***

**SAID RECORDS SHOW TITLE TO BE IN:**

***LEVI STRAUSS & CO.***

***A DELAWARE CORPORATION***

**By Authority of the  
Under Secretary of Commerce for Intellectual Property  
and Director of the United States Patent and Trademark Office**

*L. Edelen*

**L. EDELEN  
Certifying Officer**



**Int. Cl.: 25**

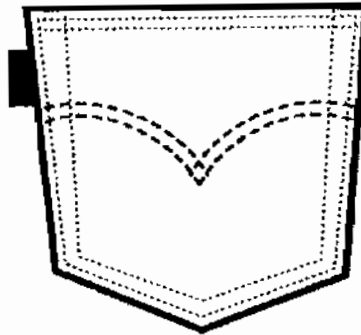
**Prior U.S. Cls.: 22 and 39**

**Reg. No. 2,791,156**

**United States Patent and Trademark Office**

**Registered Dec. 9, 2003**

**TRADEMARK  
PRINCIPAL REGISTER**



LEVI STRAUSS & CO. (DELAWARE CORPORATION)  
1155 BATTERY STREET  
SAN FRANCISCO, CA 94111

FOR: PANTS, JEANS, SHORTS, SHIRTS, T-SHIRTS, BLOUSES, SKIRTS AND JACKETS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 9-1-1936; IN COMMERCE 9-1-1936.

OWNER OF U.S. REG. NOS. 1,041,846, 1,135,196, AND 1,139,254.

THE LINING AND SHADING SHOWN IN THE DRAWING ARE FEATURES OF THE MARK AND NOT INTENDED TO INDICATE COLOR.

THE MARK CONSISTS OF THE COMBINATION OF A DOUBLE ARCUATE AND TAB DESIGN SHOWN ON THE SHAPE OF A POCKET, AS INDICATED BY A SOLID LINE.

SER. NO. 78-144,339, FILED 7-16-2002.

ELLEN B. AWRICH, EXAMINING ATTORNEY



7096659

**THE UNITED STATES OF AMERICA**

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

**UNITED STATES DEPARTMENT OF COMMERCE**

**United States Patent and Trademark Office**

**April 06, 2006**

**THE ATTACHED U.S. TRADEMARK REGISTRATION 2,794,649 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *December 16, 2003***

**SAID RECORDS SHOW TITLE TO BE IN:**

***LEVI STRAUSS & CO.***

***A DELAWARE CORPORATION***

**By Authority of the  
Under Secretary of Commerce for Intellectual Property  
and Director of the United States Patent and Trademark Office**

*L. Edelen*

**L. EDELEN  
Certifying Officer**



**Int. Cl.: 25**

**Prior U.S. Cls.: 22 and 39**

**United States Patent and Trademark Office**

**Reg. No. 2,794,649**

**Registered Dec. 16, 2003**

**TRADEMARK  
PRINCIPAL REGISTER**



LEVI STRAUSS & CO. (DELAWARE CORPORATION)  
1155 BATTERY STREET  
SAN FRANCISCO, CA 94111

THE MARK CONSISTS OF A DOUBLE ARCUATE DESIGN.

FOR: PANTS, JEANS, SHORTS, SHIRTS, T-SHIRTS, BLOUSES, SKIRTS AND JACKETS, IN CLASS 25 (U.S. CLS. 22 AND 39).

SER. NO. 78-142,765, FILED 7-10-2002.

FIRST USE 0-0-1873; IN COMMERCE 0-0-1873.

GINNY ISAACSON, EXAMINING ATTORNEY

# State of California

## SECRETARY OF STATE

Trademark Reg. No. 88399      Class No. Int. 25      Renewal No. 15637  
**CERTIFICATE OF RENEWAL OF TRADEMARK**

*I, BILL JONES, Secretary of State of the State of California, hereby certify:*

That an application for renewal has been filed in this office for the TRADEMARK described below:

**Name of Applicant:** Levi Strauss & Co.  
**Business Address:** 1155 Battery Street San Francisco, CA 94111  
**Date First Used in California:** 1873  
**Date First Used Anywhere:** 1873  
**Description of Trademark:** Arc Design. Design of two concentric arcs placed in such a manner that they meet in the center  
**Description of Goods on Which the Trademark is Used:** Pants, shirts, and jackets  
**Date of Registration:** August 24, 1988  
**Term of Registration Extends to and Includes:** August 24, 2008

**IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this 6th day of July, 1998**



*Bill Jones*  
BILL JONES  
Secretary of State



# State of California

## Secretary of State

### RENEWAL OF TRADEMARK OR SERVICE MARK

Pursuant to Business and Professions Code Section 14250

(APPLICATION FOR RENEWAL MUST BE RECEIVED BY THE SECRETARY OF STATE WITHIN (BUT NOT BEFORE) THE SIX-MONTH PERIOD PRIOR TO THE DATE OF EXPIRATION OF THE CURRENT REGISTRATION TOGETHER WITH RENEWAL FEE.)

SEND THE SIGNED APPLICATION WITH ORIGINAL SIGNATURE(S) TO THE SECRETARY OF STATE, TRADEMARK UNIT, P.O. BOX 94225, SACRAMENTO, CA 94244-2250.

RENEWAL APPLICATION FOR:  TRADEMARK  SERVICE MARK

1. NAME OF APPLICANT:  
**LEVI STRAUSS & CO.**

2. STREET ADDRESS: (DO NOT GIVE P. O. BOX) (FOR SERVICE MARK, PROVIDE CALIFORNIA BUSINESS ADDRESS)  
**1155 Battery Street**

CITY: <b>San Francisco</b>	STATE: <b>CA</b>	ZIP CODE <b>94111</b>
-------------------------------	---------------------	--------------------------

3. BUSINESS STRUCTURE: (CHECK ONE)

<input type="checkbox"/> LIMITED PARTNERSHIP	<input type="checkbox"/> SOLE PROPRIETOR
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> UNINCORPORATED ASSOCIATION
<input type="checkbox"/> GENERAL PARTNERSHIP	<input type="checkbox"/> HUSBAND AND WIFE, AS COMMUNITY PROPERTY
<input checked="" type="checkbox"/> CORPORATION (STATE OF INCORPORATION) <u>Delaware</u>	<input type="checkbox"/> OTHER (DESCRIBE) _____

4. IF PARTNERSHIP, LIST NAMES OF PARTNERS	5. NAMES OF MEMBER(S) OR MANAGER(S), IF APPLICANT IS A LIMITED LIABILITY COMPANY
---	--

6. NAME AND/OR DESCRIPTION OF TRADE/SERVICE MARK: **A device created by two concentric arcs placed on pockets in such a manner that they meet in the center thereof, usually applied by stitching. Arc DESIGN.**

7. TRADE/SERVICE MARK REGISTRATION NUMBER <b>088399</b>	8. DATE OF REGISTRATION <b>August 24, 1988</b>
--	---

THE MARK WAS ADOPTED, USED, AND CONTINUES TO BE USED WITHIN THE STATE OF CALIFORNIA BY THE APPLICANT IN THE FORM AND MANNER SPECIFIED IN THE PRESENT REGISTRATION.

9. NAME OF CORPORATION/PARTNERSHIP/LIMITED LIABILITY COMPANY (IF APPLICABLE) <b>LEVI STRAUSS &amp; CO.</b>	THIS SPACE FOR FILING OFFICER USE <b>TRADE/SERVICE MARK</b>
---	--

SIGNATURE (IF PARTNER OR CORPORATE OFFICER, INCLUDE TITLE) 	DATE
--	------

10. RETURN ACKNOWLEDGMENT TO: (TYPE OR PRINT)	<p><b>FILED</b> In the office of the Secretary of State of the State of California</p> <p><b>JUL - 6 1998</b></p> <p> <b>BILL JONES, Secretary of State</b></p>
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SEC/STATE LP/TM 109 (REV. 4/96)	FILING FEE: \$36.00
---------------------------------	---------------------

Int. 25

ARC 10021B



SEP 01 1983

Office of

SEP 01 1983

**March Fong Eu**

Secretary of State  
SACRAMENTO

As Secretary of State, it is my pleasure to notify you that the mark you submitted has been registered in this office.

Please be advised that Section 14220(f) of the Business and Professions Code specifies that a mark shall not be registered if it so resembles a mark or trade name already registered or used in this state by another and not abandoned, as to be likely, when applied to the goods or services of the applicant, to cause confusion or mistake or to deceive.

My office has conducted a search of California trademark and service mark registrations. Your mark does not appear to resemble any previous registration.

Please be advised, however, that there may be unregistered marks or California trade names used by corporations and partnerships, fictitious names, and names under which individuals conduct business which may resemble your registration. A check for such names is beyond the scope of the review of this office in registering marks.

Most sincerely,

*March Fong Eu*

MARCH FONG EU





# State of California

OFFICE OF THE SECRETARY OF STATE



Trademark  
Reg. No. 088399

## CERTIFICATE OF REGISTRATION OF TRADEMARK

I, MARCH FONG EU, Secretary of State of the State of California, hereby certify:

That in accordance with the application filed in this office the TRADEMARK described below has been duly registered in this office on behalf of:

Name of Applicant LEVI STRAUSS & CO.

Business Address 1155 Battery Street  
San Francisco, CA 94111

Date First Used in California 1873

Date First Used Anywhere 1873

Description of Trademark A device created by two concentric arcs placed on pockets in such a manner that they meet in the center thereof, usually applied by stitching.

Class No. 39

Description of Goods on Which the Trademark is Used Pants, shirts and jackets

A copy, specimen, facsimile, counterpart or a reproduction of the mark is attached.

Date of Registration August 24, 1988

Term of Registration Extends to and Includes August 24, 1998

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this

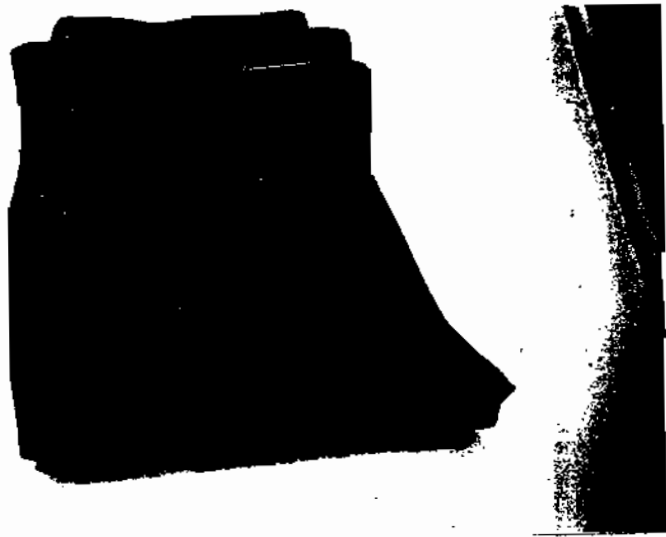
24th day of August, 1988



*March Fong Eu*

Secretary of State

A COPY, SPECIMEN, FACSIMILE, COUNTERPART OR  
REPRODUCTION OF TRADEMARK REG. NO. 088399





APPLICATION TO REGISTER A TRADEMARK  
IN THE STATE OF CALIFORNIA

TO: MARCH FONG EU  
Secretary of State  
923 12th Street, Suite 301  
Sacramento, California 95814  
(916) 445-9872

Trademark  
Reg. No. 088399  
Class No. 39

**FILED**  
in the office of the Secretary of State  
of the State of California

AUG 24 1988  
*March Fong Eu*  
MARCH FONG EU  
SECRETARY OF STATE

Applicant requests registration of the trademark described below and submits the following information along with the registration fee of \$50.00:

1. Name of Applicant LEVI STRAUSS & CO.

CHECK ONE: [ ] Sole Proprietor [X] Corporation  
[ ] Limited Partnership [ ] General Partnership  
[ ] Unincorporated Association  
[ ] Husband and Wife, as community property  
[ ] Other (Describe) \_\_\_\_\_

2. Business Address, City, State 1155 Battery Street, San Francisco, CA 94111

3. State of Incorporation, if applicant is a corporation Delaware

4. Names of the general partners, if applicant is a partnership \_\_\_\_\_

5. Description of the Trademark. The trademark consists of the following:  
A device created by two concentric arcs placed on pockets in such a manner  
that they meet in the center thereof, usually applied by stitching.

6. The specific goods, products, or merchandise (stock-in-trade) which the applicant(s) sell(s) to the customers, and on which the trademark is used, are/is as follows:  
pants, shirts and jackets

7. The trademark has previously been used, and is now being used on said goods in the State of California as follows:

- On labels and tags affixed to the goods.
- On labels and tags affixed to containers of the goods.
- By printing it directly onto the goods.
- By printing it directly onto the containers for the goods.

8. Enclosed as specimens or facsimiles are:

- Five identical actual labels.
- Five identical actual tags.
- Five identical photographs of the goods/containers showing the trademark thereon.
- Five entire front panels of a paper container bearing the trademark.

9. The date the trademark was first used in California is 1873.

The date the trademark was first used anywhere is 1873.

The applicant is the owner of the mark and no other person has the right to use such mark in the State of California either in the identical form thereof or in such near resemblance thereto as might be calculated to deceive or to be mistaken therefor.

LEVI STRAUSS & CO.

Type name of corporation or partnership on above line (leave above line blank if sole proprietor)

BY Tracy MacLeod  
Signature of applicant, partner, officer of corporation; if partner, so state and if officer, set forth title of office  
Tracy MacLeod, Assistant Secretary

VERIFICATION

Tracy MacLeod declares under penalty of perjury under the laws of the State of California that the statements contained in the foregoing application are true of his/her own knowledge.

DATED: June 30, 1988

BY Tracy MacLeod  
Signature of applicant, partner, officer of corporation; if partner, so state and if officer, set forth title of office

TM 88 399



## Exhibit C



Exhibit C

## Exhibit D





Exhibit D

## Exhibit E



Exhibit E

## Exhibit F



Exhibit F