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6 Attorneys for Plaintiff  
7 Bragel International, Inc.

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 BRAGEL INTERNATIONAL, INC., A  
11 CALIFORNIA CORPORATION,

12 PLAINTIFF,

13 vs.

14 FOREVER 21, INC., A DELAWARE  
15 CORPORATION AND DOES 1 – 10,  
16 INCLUSIVE

17 DEFENDANT.

**Case No.: 2:17-cv-5980**

**[CORRECTED] COMPLAINT FOR  
PATENT INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

18  
19 Plaintiff Bragel International, Inc. (“Plaintiff” or “Bragel”) through its  
20 undersigned attorneys, complain as follows:

- 21 1. Bragel is a leading manufacturer and seller of women’s intimates,  
22 particularly breast form enhancers and bras under the product line Nubra.  
23 In 2006, the U.S. Patent and Trademark Office issued to Bragel U.S. Patent  
24

25 **COMPLAINT FOR PATENT INFRINGEMENT**

1 No. 7,144,296 for an “Attachment Breast Form Enhancement System” (the  
2 “’296” Patent).

3 2. Defendant Forever 21, Inc., a Delaware corporation (“Defendant” or  
4 “Forever 21”) has knowingly, blatantly and willfully misappropriated  
5 Bragel’s intellectual property rights. Through the sales of its “Silicone  
6 Tape-On Bra” a/k/a Secret Styles Silicone Self-Adhesive Bra, Forever 21 is  
7 willfully infringing on Bragel’s ‘296 patent.

8 3. By this action, Bragel seeks to put a stop to the Forever 21’s unlawful  
9 conduct and obtain compensation for the violations that have occurred thus  
10 far.

11 **JURISDICTION**

12 4. This is an action for patent infringement pursuant to 35 U.S.C. Section 271  
13 and 281. This Court has jurisdiction pursuant to 28 U.S.C. Sections 1331  
14 and 1338.

15 5. Venue is proper under 28 U.S.C. Sections 1391(b)(1), as Defendant resides  
16 in the Central District of California (as specified in 28 U.S.C. Section  
17 1391(c)) and 28 U.S.C. Sections 1391(b)(2) and/or (b)(3), because a  
18 substantial part of the events that give rise to this action occurred in this  
19 District.

20 6. This Court has personal jurisdiction over Defendant because, among other  
21 things, Defendant transact business within the state of California and its  
22 principal places of business is in this District. Further, Defendant facilitate  
23 offers for sale of infringing products in this District and facilitate infringing  
24 sales of the accused product in this District.

25 **COMPLAINT FOR PATENT INFRINGEMENT**

**PARTIES**

7. Plaintiff is a corporation organized and existing under the laws of the State of California, having a principal place of business at 3833 Pomona Blvd, Pomona, California.

8. Plaintiff is informed and believes, and thereon alleges that Defendant Forever 21 is a Delaware corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 3880 N. Mission Road, Room 3030, Los Angeles, California 90031.

9. The true names and capacities of other unidentified Defendants, currently sued as DOE Defendants 1- 10, are presently unknown to Plaintiff. Plaintiff will later seek leave of this Court to amend this Complaint accordingly, after reasonable discovery is conducted.

10. This court has personal jurisdiction over Defendant Forever 21 because Defendant Forever 21 has conducted systematic and continuous business within California and within this district and have directed their unlawful business activities towards California and this district. In addition, this court has personal jurisdiction over Defendant Forever 21 because Defendant Forever 21 has sold products which Defendant Forever 21 knew would be sold within California and within this district and that such activities would damage a California company.

**FACTUAL BACKGROUND**

11. Plaintiff has been engaged and is presently engaged in the design and distribution of strapless bras and attachable breast forms. Plaintiff's products are sold throughout the United States and in many foreign

1 countries including the People’s Republic of China, Hong Kong, Europe,  
2 and Canada.

3 12. On February 7, 2005, Plaintiff filed a U.S. patent application directed to its  
4 attachable breast form enhancement system. It issued as U.S. Patent  
5 7,144,296 B2 (the “’296 Patent”) on December 5, 2006 and is titled  
6 “Attachable Breast Form Enhancement System.” A true and correct copy of  
7 the ’296 Patent is attached as Exhibit 1.

8 *The ‘296 Patent at Issue*

9 13. Bragel holds all interest in and title to the ‘296 Patent, including the right to  
10 sue for past and current damages relating to infringement.

11 14. Claim 1 of the ‘296 patent recites the following limitations:

12 An improved backless, strapless breast form system to be worn in place of a  
13 traditional bra, comprising:

14 a pair of breast forms, wherein each breast form comprises:

15 a volume of silicone gel encased between thermoplastic film  
16 material;

17 a concave interior surface facing towards a user’s breast  
18 having a pressure sensitive adhesive layer for securing the  
19 breast form to the user’s breast; and

20 a connector adapted to adjoin the breast forms together, wherein the  
21 connector is positioned between inner sides of each of the breast  
22 forms.

23 15. Claim 2 of the ‘296 Patent recites the following limitations:  
24  
25

1 The breast form system of claim 1 wherein the connector comprises a first  
2 portion attached to the inner side of one of the breast forms and a second  
3 portion attached to the inner side of the other breast form, and the first  
4 portion and the second portion are adapted to cooperatively engage.

5 16. Claim 5 of the '296 Patent recites the following limitations:

6 The breast form system of claim 2 wherein the first portion and the second  
7 portion are permanently attached to the breast forms.

8 17. The '296 Patent is valid and subsisting.

9 ***The Infringing Product***

10 18. Defendant Forever 21 has sold and offered for sale in this District and  
11 elsewhere, and continue to sell and offer for sale in this District and  
12 elsewhere, without the consent or authorization of Plaintiff, the "Silicone  
13 Tape-On Bra" a/k/a Secret Styles Silicone Self-Adhesive Bra product that is  
14 covered by at least claims 1, 2, and 5 of the '296 Patent (the "Infringing  
15 Product").

16 19. Defendant sells and offers to sell the Infringing Product on their online  
17 retail store, "www.Forever21.com".

18 20. Plaintiff is informed and believes, that Defendant sells and offers to sell the  
19 Infringing Product at their brick and mortar retail stores.

20 21. A true and correct copy of the Infringing Product listed on Defendant's  
21 website is attached as Exhibit 2.

22 22. Among other things, Defendant sells and offers for sale products that  
23 infringe the '296 Patent through the www.Forever 21.com website.

1 23. Defendant makes, uses, sells, offers for sale and/or imports into the United  
2 States the Infringing Product.

3 24. The Infringing Product is a backless, strapless breast form system to be  
4 worn in place of a traditional bra.

5 25. The Infringing Product comprises a pair of breast forms.

6 26. The breast forms of the Infringing Product is made of silicone gel encased  
7 in a film material.

8 27. The breast forms of the Infringing Product are concave, with the interior  
9 surface having an adhesive layer to secure to the breast.

10 28. The Infringing Product includes connectors, attached permanently to the  
11 inner side of each breast form, adapted to adjoin the breast forms together.

12 **FIRST CLAIM FOR RELIEF**

13 **(Patent Infringement)**

14 29. Plaintiff restates and incorporates by reference the allegations asserted in  
15 each of the preceding paragraphs, as though fully set forth herein.

16 30. Defendant, by themselves or in concert with others, have made, used, sold  
17 or offered to sell, and continue to make, use, sell or offer to sell, in this  
18 District and elsewhere in the United States, the Infringing Product which  
19 infringe the '296 Patent. The Infringing Product has no substantial, non-  
20 infringing use.

21 31. Defendant Forever 21's "Silicone Tape-On Bra" a/k/a Secret Styles  
22 Silicone Self-Adhesive Bra has infringed on claims 1, 2 and 5 of the '296  
23 patent in the following manner:  
24

25 **COMPLAINT FOR PATENT INFRINGEMENT**

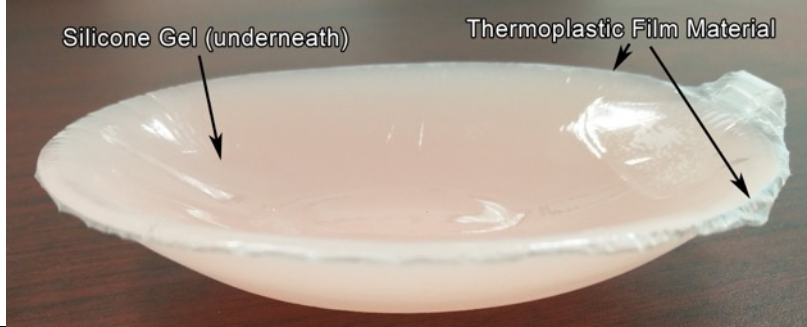
1 **Claim 1:** An improved  
2 backless, strapless  
3 breast form system to be  
4 worn in place of a  
5 traditional bra,  
6 comprising:



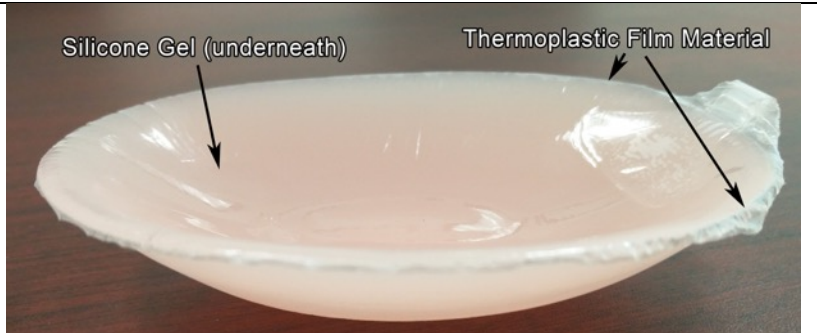
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11 A pair of breast forms,  
12 wherein each breast  
13 form comprises:



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16 A volume of silicone gel  
17 encased between  
18 thermoplastic film  
19 material;



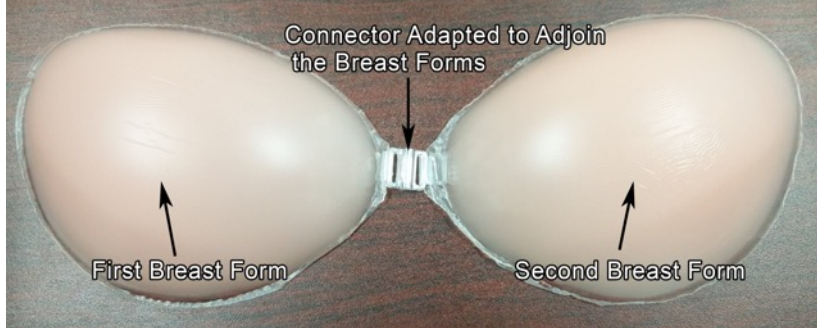
1 A concave interior  
2 surface facing towards a  
3 user's breast  
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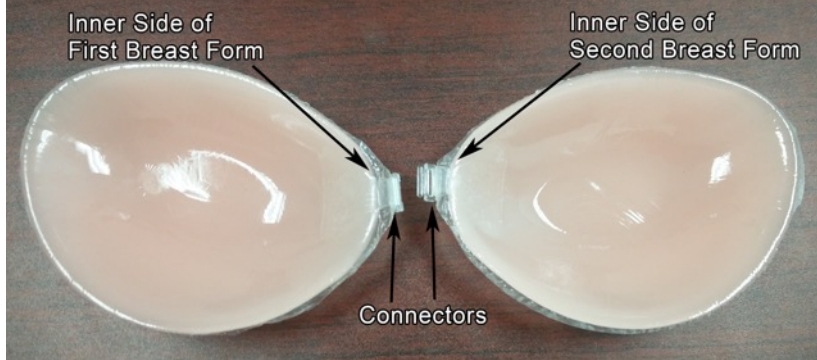
6 having a pressure  
7 sensitive adhesive layer  
8 for securing the breast  
9 form to the user's  
10 breast; and  
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13 A connector adapted to  
14 adjoin the breast forms  
15 together,  
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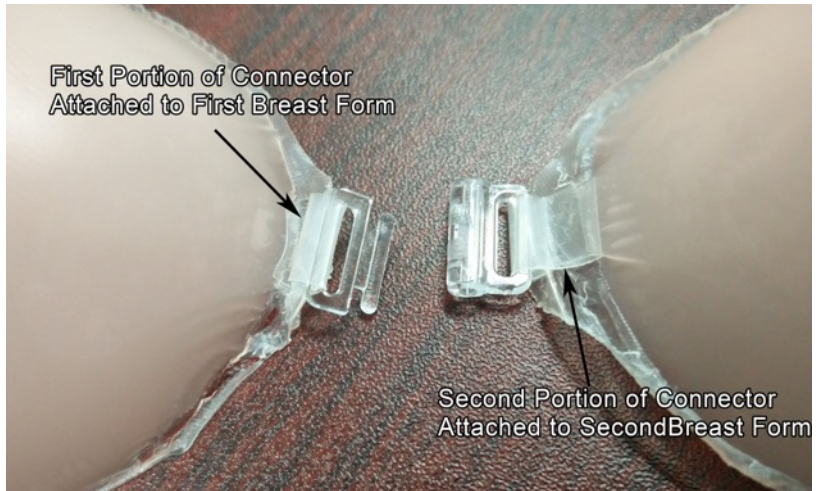
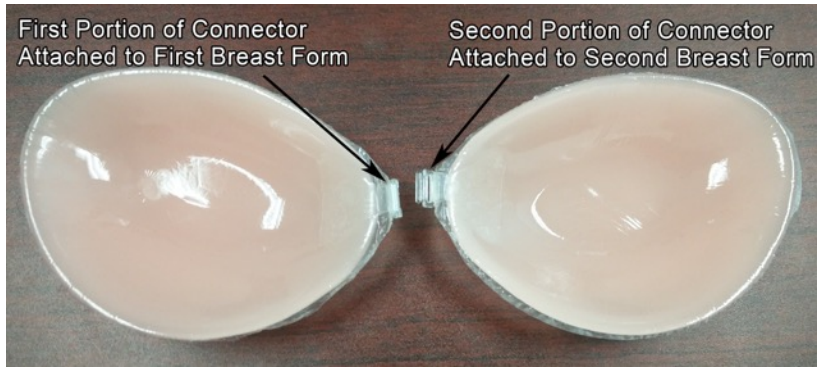
18 wherein the connector is  
19 positioned between  
20 inner sides of each of  
21 the breast forms.  
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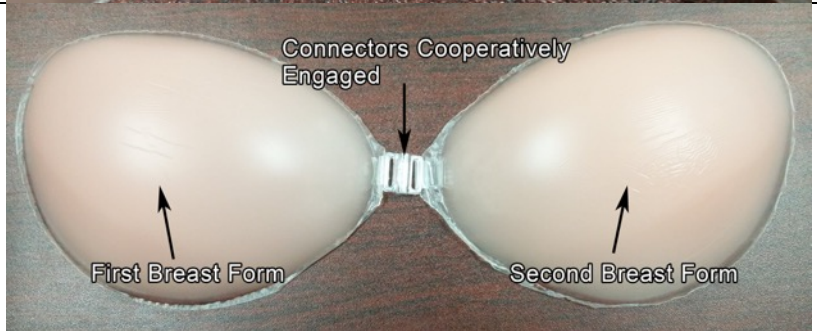
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**COMPLAINT FOR PATENT INFRINGEMENT**



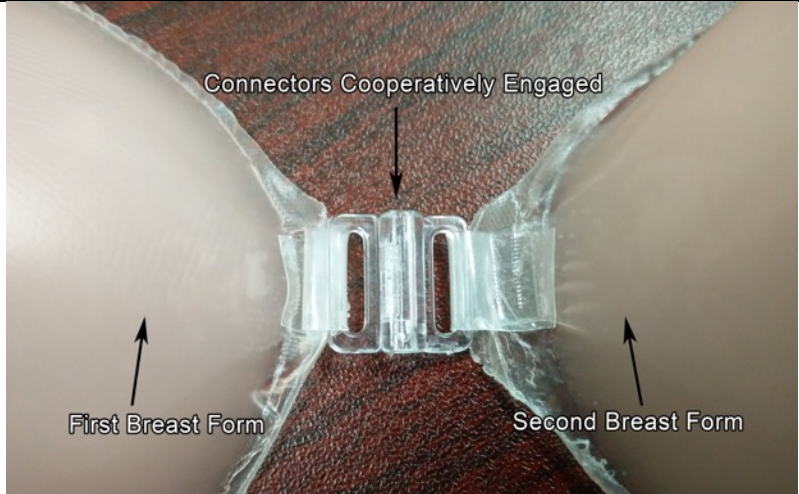
1 **Claim 2:** The breast  
2 form system of claim 1  
3 wherein the connector  
4 comprises a first portion  
5 attached to the inner  
6 side of one of the breast  
7 forms and a second  
8 portion attached to the  
9 inner side of the other  
10 breast form



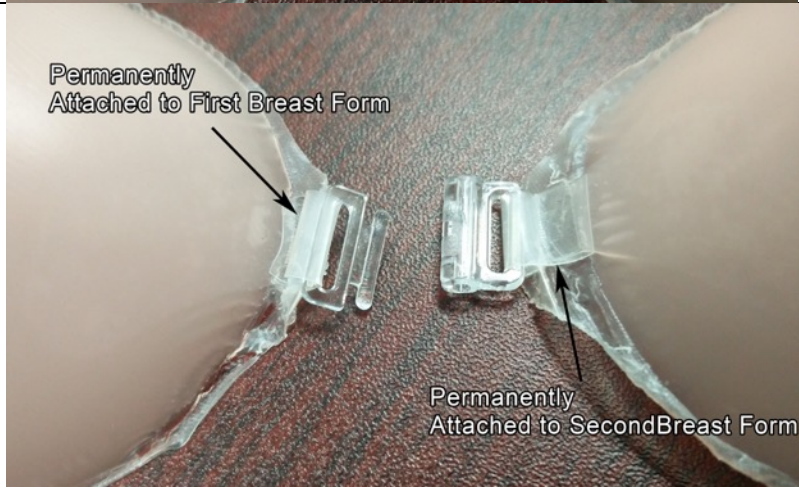
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15 , and the first portion  
16 and the second portion  
17 are adapted to  
18 cooperatively engage.



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**Claim 5:** The breast form system of claim 2 wherein the first portion and the second portion are permanently attached to the breast forms



32. The alleged infringing acts of Defendant are without right, license, or authorization from Plaintiff.

33. By their aforesaid acts, Defendant has infringed the '296 Patent entitling Plaintiff to relief pursuant to 35 U.S.C. Section 271.

34. Defendant has had actual or constructive notice of the existence of the '296 Patent and despite such notice have continued to engage in acts of infringement.

**COMPLAINT FOR PATENT INFRINGEMENT**

1 35. Defendant has gained profits by virtue of their infringement of the '296  
2 Patent.

3 36. As a direct result of Defendant's acts complained of herein, Plaintiff has  
4 been actually damaged and irreparably harmed and Defendant have been  
5 unjustly enriched, to an extent not presently ascertained, which damage,  
6 harm and enrichment will continue until enjoined by order of this Court.

7 37. Defendant's infringement is and has been willful and Plaintiff is entitled to  
8 enhanced damages against Defendant.

9 38. This is an exceptional case and Plaintiff is entitled to an award of its  
10 attorneys' fees.

11 **ADDITIONAL CAUSES OF ACTION RESERVED**

12 39. Plaintiff restates and incorporates by reference its previous allegations as if  
13 fully set forth herein.

14 40. Plaintiff is continuing its investigation as to whether Defendant and certain  
15 affiliated entities and/or individuals are also infringing other intellectual  
16 property belonging to Plaintiff. Plaintiff reserves its right to amend its  
17 Complaint to add claims after the discovery on such issues.

18 41. Plaintiff also intends to seek discovery to ascertain the names of other  
19 entities and/or individuals that are affiliated and operate with Defendant in  
20 committing the wrongs alleged above. Plaintiff intends to amend its  
21 Complaint to add claims against these entities and/or individuals pending  
22 discovery on such issues.

1 42. Plaintiff also reserves the right to otherwise amend its Complaint and/or add  
2 parties, to the extent permitted by the Court's scheduling order and by the  
3 Federal Rules of Civil Procedure.

4 **DEMAND FOR JURY TRIAL**

5 43. Plaintiff hereby demands a jury trial on all claims, damages, and any other  
6 issues presented herein that are triable to a jury.

7  
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff Bragel prays that the Court enter judgment against  
10 Defendant as follows:

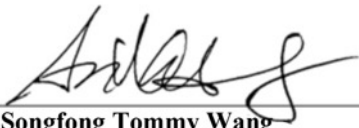
- 11 1. Adjudging and decreeing that Defendant have committed acts of patent  
12 infringement by their manufacture, use, sale, and offer for sale of the  
13 infringing products;
- 14 2. For a temporary and permanent injunction prohibiting Defendant and their  
15 officers, agents, servants, employees and attorneys, and other persons in  
16 active concert or participation with them, from further infringing the '296  
17 Patent and requiring Defendant to deliver up to Plaintiff for destruction any  
18 and all Infringing Product in Defendant's possession, custody or control,  
19 along with any items of manufacture, the sole purpose of which is to  
20 manufacture such Infringing Product, as well as any promotional literature  
21 and packaging which displays or promotes such Infringing Product;
- 22 3. For patent infringement damages in an amount not less than a reasonable  
23 royalty, and for those damages to be trebled, pursuant to 35 U.S.C. Section  
24 284 and/or lost profits;

25 **COMPLAINT FOR PATENT INFRINGEMENT**

- 1 4. For pre-judgment and post-judgment interest;
- 2 5. For judgment that the case is exceptional and an aware of reasonable
- 3 attorneys' fees, expenses, expert fees and other costs incurred in this action
- 4 under 35 U.S.C. § 285; and
- 5 6. For such other or further relief as the Court may deem just and proper.

6  
7 DATED: August 11, 2017

Respectfully submitted,

8  
9 

10 **Songfong Tommy Wang**  
**Wang IP Law Group, P.C.**

11 Attorneys for Plaintiff,  
12 Bragel International, Inc.