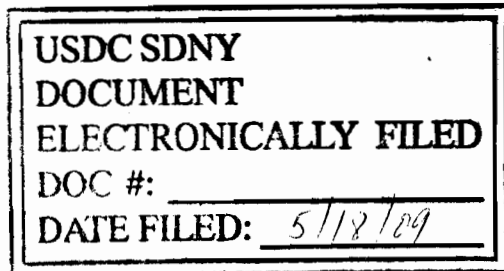


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



-----X
:
WOODY ALLEN,
:
Plaintiff,
:
-against-
:
AMERICAN APPAREL, INC.,
:
Defendant.
:
-----X

08 Civ. 3179 (TPG)(KNF)
**STIPULATION OF SETTLEMENT
AND OF DISMISSAL PURSUANT TO
FED. R. CIV. P. RULE 41, AND ORDER**

IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN THE
UNDERSIGNED COUNSEL, AS FOLLOWS:

1. Defendant American Apparel, Inc., by and through its insurance carrier (“Defendant”) shall pay to plaintiff Woody Allen (“Plaintiff”) the sum of five million dollars (\$5,000,000.00) (the “Payment”) by or before Friday, May 22, 2009. The Payment shall be sent by wire transfer by or before Friday, May 22, 2009 to the undersigned counsel for Plaintiff to an account as designated by Plaintiff’s counsel.

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2. Upon Plaintiff counsel's receipt of the Payment in accordance with the terms set forth above, the above-captioned action (the “Action”) shall hereby be dismissed with prejudice, with each party to bear its own costs and fees. In the event that Defendant fails to make the Payment as set forth above for any reason whatsoever, whether voluntary or involuntary, then the Action shall not be dismissed with prejudice, and shall be placed back on the Court’s trial calendar.

3. In consideration of the foregoing, the sufficiency and adequacy of which is expressly acknowledged, effective immediately upon Plaintiff's counsel's receipt of the Payment in accordance with the terms set forth above, Plaintiff releases Defendant and its subsidiaries, and each of their respective current or former affiliates, agents, directors, officers, employees, shareholders, representatives, professionals, attorneys, insurers, successors, assigns and any and all in privity with them, and Dov Charney (in his individual and every other capacity), of and from any and all actions, causes of action, liens, suits, debts, dues, sums of money, accounts, reckonings, boards, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, that Plaintiff ever had or now has for, upon, or by reason of any matter, cause or thing whatsoever in any way relating to the subject matter of the Action.

4. In consideration of the foregoing, the sufficiency and adequacy of which is expressly acknowledged, effective immediately upon Plaintiff's counsel's receipt of the Payment in accordance with the terms set forth above, Defendant and each of their respective current or former affiliates, agents, directors, officers (including, but not limited to, Dov Charney) and employees, releases Plaintiff, and each of his employees, representatives, professionals, attorneys, agents, managdrs, successors, assigns and any and all in privity with them, of and from any and all actions, causes of action, liens, suits, debts, dues, sums of money, accounts, reckonings, boards, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or

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equity, whether known or unknown, that Defendant ever had or now has for, upon, or by reason of any matter, cause or thing whatsoever in any way relating to the subject matter of the Action.

5. American Apparel, its Chief Executive Officer and those acting at its and/or his direction shall not in the future: i) use the name, portrait or picture of Woody Allen for advertising purposes or for the purposes of trade as set forth in the New York Civil Right Law or other applicable law or ii) on or in connection with any goods or services use in commerce any false designation of origin, false or misleading description of fact, or false or misleading representation of fact which is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection or association of Plaintiff with American Apparel or as to the origin sponsorship or approval of American Apparel's goods, services or commercial activities as set forth in the Lanham Act.

6. This Court shall have continuing jurisdiction to enforce or interpret any provisions of this stipulation.

7. The parties expressly waive any right to appeal from this Order.

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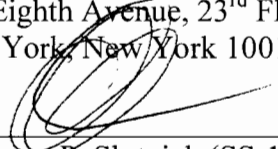
8. The undersigned counsel warrant that they are authorized to execute this stipulation on behalf of the parties they represent.

9. This Stipulation may be signed in multiple counterparts, and by facsimile or .pdf scan, or other form of non-original, each of which when so executed and delivered

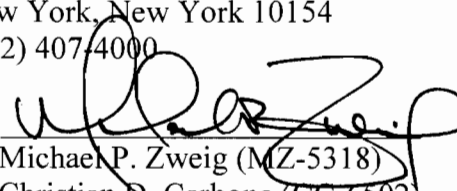
shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

Dated: New York, New York
May 17, 2009

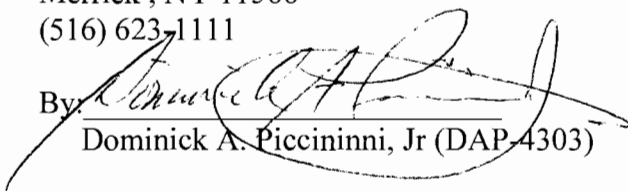
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By: 
Dominick A. Piccininni, Jr (DAP-4303)

SO ORDERED:


Thomas P. Gresa
U.S.D.J.

Dated: May 18, 2009

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