



- 1           •     Curved top edges on the overlapping panels;  
2           •     Exposed fleece-type lining edging the overlapping panels and top of the  
3 boot shaft; and  
4           •     One or more buttons (depending on the height of the boot) prominently  
5 featured on the lateral side of the boot shaft adjacent the overlapping panels.

6           Exemplars of Deckers' UGG® boots that bear the Bailey Button Boot Trade  
7 Dress are depicted below.



15           3.     Deckers is the owner of the well known and registered UGG® trademark  
16 for footwear, and is the owner of common law rights in and to the “**UGG Classic**  
17 **Trade Dress**” for boots, which consists substantially of the following primary features  
18 in combination: An exaggerated, raised, and exposed circular stitch pattern in vertical  
19 lines on the sides and back of the boot shaft and in a substantially horizontal line at the  
20 intersection of the boot vamp and shaft; a license plate type shape on the heel; exposed  
21 fleece tufting, and foldable boot cuff; a raised and rounded dome shaped toe; a heel  
22 overlay on the boot’s exterior; brushed suede-like exterior; a thick flat sole; and fabric  
23 binding on the top of the shaft and above the outsole (as illustrated in the photos  
24 below)



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6 4. Many of Deckers' UGG® footwear designs, including those with the  
7 Bailey Button Boot Trade Dress, are also protected by design patents issued by the  
8 United States Patent and Trademark Office. Design Patents for UGG® Bailey Button  
9 Boot styles include, but are not limited to, U.S. Patent Nos. D599,999 for the "Bailey  
10 Button Single" boot (registered on September 15, 2009) and D616,189 for the "Bailey  
11 Button Triplet" boot (registered on May 25, 2010) (hereinafter "Bailey Button Design  
12 Patents").

13 5. Defendants and their agents, servants, employees and all persons in active  
14 concert and participation with it who receive actual notice of this Final Consent  
15 Judgment are hereby permanently restrained and enjoined from infringing upon  
16 Plaintiff's UGG Classic Trade Dress, Bailey Button Boot Trade Dress and/or Bailey  
17 Button Design Patents, either directly or contributorily in any manner, including:

18 (a) Manufacturing, importing, advertising, marketing, promoting,  
19 supplying, distributing, offering for sale, or selling products which infringe upon the  
20 UGG Classic Trade Dress, Bailey Button Boot Trade Dress, and/or Bailey Button  
21 Design Patents, including but not limited to those depicted in Exhibit A attached  
22 hereto;

23 (b) Delivering, holding for sale, returning, transferring or otherwise  
24 moving, storing or disposing in any manner the products depicted in Exhibit A, except  
25 as otherwise provided by the parties' written settlement agreement;

26 (c) Committing any other act which falsely represents or which has the  
27 effect of falsely representing that the goods and services of Defendants are licensed by,  
28

1 authorized by, offered by, produced by, sponsored by, or in any other way associated  
2 with Plaintiff;

3 (d) Assisting, aiding or attempting to assist or aid any other person or  
4 entity in performing any of the prohibited activities referred to in Paragraphs 5(a) to  
5 5(c) above.

6 6. Plaintiff and Defendants shall bear their own costs and attorneys' fees  
7 associated with this action.

8 7. The execution of this Consent Judgment shall serve to bind and obligate  
9 the parties hereto. However, dismissal with prejudice of this action shall not have  
10 preclusive effect on those who are not a party to this action or who are not specifically  
11 released in the parties' written settlement agreement, all claims against whom Plaintiff  
12 expressly reserves.

13 8. The jurisdiction of this Court is retained for the purpose of making any  
14 further orders necessary or proper for the construction or modification of this Final  
15 Judgment, the enforcement thereof and the punishment of any violations thereof.  
16 Except as otherwise provided herein, this action is fully resolved with prejudice.

17 **IT IS SO ORDERED.**

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19 DATED: September 2, 2014



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Hon. Otis D. Wright II  
**United States District Judge**

**EXHIBIT A**



**NOTE:** The photos attached hereto are exemplars and the prohibitions contained in this Injunction are not specific to color.