

1 Brent H. Blakely (SBN 157292)
 2 bblakely@blakelylawgroup.com
 3 Cindy Chan (SBN 247495)
 4 cchan@blakelylawgroup.com
 5 Jessica C. Covington (SBN 301816)
 6 jcovington@blakelylawgroup.com
 7 **BLAKELY LAW GROUP**
 8 1334 Parkview Avenue, Suite 280
 9 Manhattan Beach, California 90266
 10 Telephone: (310) 546-7400
 11 Facsimile: (310) 546-7401

JS-6

7 *Attorneys for Plaintiff*
 8 *Deckers Outdoor Corporation*

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA

11 DECKERS OUTDOOR CORPORATION,)
 12 a Delaware Corporation,)
 13 Plaintiffs,)
 14 v.)
 15 SYKE FOOTWEAR, INC., a California)
 16 Corporation; WEI JU, an individual; and)
 17 DOES 1-10, inclusive,)
 18 Defendants.)

CASE NO. 2:14-cv-02650-DDP-MAN
**ORDER RE CONSENT JUDGMENT
 INCLUDING PERMANENT
 INJUNCTION AND VOLUNTARY
 ACTION OF DISMISSAL WITH
 PREJUDICE**

19
 20
 21
 22
 23
 24
 25
 26
 27
 28

1 **WHEREAS Plaintiff Deckers Outdoor Corporation** (collectively “Plaintiff”
2 or “Deckers”) having filed a Complaint in this action charging **Defendants Syke**
3 **Footwear** and **Wei Ju** (collectively “Defendants”) with Trade Dress Infringement,
4 Patent Infringement, and Unfair Competition arising from Defendants’ manufacture,
5 distribution, promotion, advertisement, offering for sale, and/or sale of footwear, the
6 designs of which Deckers has alleged infringe upon its Bailey Button Boot Trade
7 Dress (defined below) and Bailey Button Design Patent (defined below), which are
8 identified by Style Names “Chestnut Shearling Button Boot” and “Black Shearling
9 Button Boot” and Style Nos. “I601” and “K601” (hereinafter “Accused Products”), an
10 example of which is shown below:



19
20
21 **WHEREAS**, Deckers is the owner of U.S. Patent No. D599,999 for the “Bailey
22 Button Single” boot (registered on September 15, 2009) (hereinafter “Bailey Button
23 Design Patent”); and

24 **WHEREAS**, Deckers is the owner of the “Bailey Button Boot Trade Dress,”
25 which is characterized by a combination of the following non-functional elements: (a)
26 classic suede boot styling made famous by the UGG brand; (b) overlapping of front
27 and rear panels on the lateral side of the boot shaft; (c) curved top edges on the
28 overlapping panels; (d) exposed fleece-type lining edging the overlapping panels and

1 top of the boot shaft; and (e) one or more buttons (depending on the height of the boot)
2 prominently featured on the lateral side of the boot shaft adjacent the overlapping
3 panels, and which characterization is accompanied by the following images:



4
5
6
7
8
9
10
11
12
13 **WHEREAS**, Deckers is the owner of the well-known and registered UGG®
14 trademark for footwear, and is the owner of common law rights in and to the “UGG
15 Classic Trade Dress” for boots, which consists substantially of the following primary
16 features in combination: An exaggerated, raised, and exposed circular stitch pattern in
17 vertical lines on the sides and back of the boot shaft and in a substantially horizontal
18 line at the intersection of the boot vamp and shaft; a license plate-type shape on the
19 heel; exposed fleece tufting, and foldable boot cuff; a raised and rounded dome-
20 shaped toe; a heel overlay on the boot’s exterior; brushed suede-like exterior; a thick
21 flat sole; and fabric binding on the top of the shaft and above the outsole (as illustrated
22 in the photos below).



1 **WHEREAS**, the parties hereto desiring to fully settle all of the claims in this
2 action among the parties to this Final Consent Judgment; and

3 **WHEREAS**, the parties herein have simultaneously entered into a Settlement
4 Agreement and Mutual Release,

5 **WHEREAS** Defendants have agreed to consent to the below judgment, **IT IS**
6 **HEREBY ORDERED THAT:**

7 1. This Court has jurisdiction over the parties to this Final Consent Judgment
8 and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

9 2. Defendants and their agents, servants, employees and all persons in active
10 concert and participation with them who receive actual notice of this Final Consent
11 Judgment are hereby permanently restrained and enjoined from infringing upon
12 Plaintiff's Bailey Button Boot Trade Dress, UGG Classic Trade Dress and/or Bailey
13 Button Design Patent either directly or contributorily in any manner, including:

14 (a) Challenging the validity, enforceability, or Deckers' ownership of
15 the Bailey Button Boot Trade Dress, UGG Classic Trade Dress, and/or Bailey Button
16 Design Patent;

17 (b) Manufacturing, purchasing, producing, distributing, circulating,
18 selling, offering for sale, importing, exporting, advertising, promoting, displaying,
19 shipping, marketing and/or incorporating in advertising or marketing the Accused
20 Products or products which infringe upon the Bailey Button Boot Trade Dress, UGG
21 Classic Trade Dress, and/or Bailey Button Design Patent;

22 (c) Committing any other act which falsely represents or which has the
23 effect of falsely representing that the goods and services of Defendants are licensed by,
24 authorized by, offered by, produced by, sponsored by, or in any other way associated
25 with Plaintiff;

26 (d) Knowingly assisting, aiding or attempting to assist or aid any other
27 person or entity in performing any of the prohibited activities referred to in Paragraphs
28 2(a) to 2(c) above.

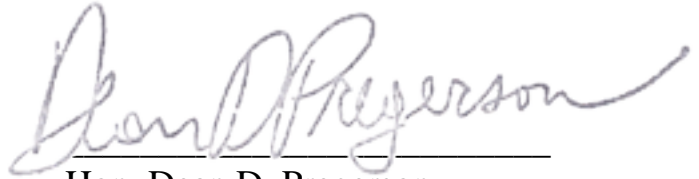
1 3. Plaintiff and Defendants shall bear their own costs and attorneys' fees
2 associated with this action.

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

8 5. The jurisdiction of this Court is retained for the purpose of making any
9 further orders necessary or proper for the construction or modification of this Final
10 Consent Judgment, the enforcement thereof and the punishment of any violations
11 thereof. Except as otherwise provided herein, this action is fully resolved with
12 prejudice.

13
14 **IT IS SO ORDERED.**

15
16 DATED: June 14, 2016



Hon. Dean D. Pregerson
United States District Judge