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

10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA

12 DECKERS OUTDOOR CORPORATION, a Delaware Corporation,

13 Plaintiff,

14 v.

15 SHIEKH SHOES, LLC, a Limited Liability Corporation; and ELLAHI SHIEKH, an individual, and DOES 1-10, inclusive,

17 Defendants.  
 18

) CASE NO. 2:14-cv-09129-FMO-FFM  
 )  
 ) **ORDER RE CONSENT JUDGMENT**  
 ) **INCLUDING PERMANENT**  
 ) **INJUNCTION AND VOLUNTARY**  
 ) **DISMISSAL OF ACTION WITH**  
 ) **PREJUDICE**

19 **WHEREAS Plaintiff Deckers Outdoor Corporation** having filed a Complaint  
 20 in this action charging **Defendants Shiekh Shoes, LLC, and Ellahi Shiekh**  
 21 (collectively “Defendants”) with Trademark Infringement, Trade Dress Infringement,  
 22 Patent Infringement, and Unfair Competition arising from Defendants’ use of the  
 23 federally registered “UGG” trademark (“UGG Mark”) in advertising to promote,  
 24 advertise, offer for sale, and/or sell footwear, the designs of which Deckers has alleged  
 25 infringe upon its Bailey Button Boot Trade Dress (defined below) and Bailey Button  
 26 Design Patents (defined below) (hereinafter “Disputed Products” - shown below)



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14       **WHEREAS**, Deckers is the owner of the following design patents issued by the  
15 United States Patent and Trademark Office: U.S. Patent Nos. D599,999 for the “Bailey  
16 Button Single” boot (registered on September 15, 2009) and D616,189 for the “Bailey  
17 Button Triplet” boot (registered on May 25, 2010) (hereinafter “Bailey Button Design  
18 Patents”); and

19       **WHEREAS**, Deckers is the owner of the “Bailey Button Trade Dress,” which is  
20 characterized substantially by the following primary features in combination as shown  
21 below: (a) classic suede boot styling made famous by the UGG brand; (b) overlapping  
22 of front and rear panels on the lateral side of the boot shaft; (c) curved top edges on the  
23 overlapping panels; (d) exposed fleece-type lining edging the overlapping panels and  
24 top of the boot shaft; and (e) one or more buttons (depending on the height of the boot)  
25 prominently featured on the lateral side of the boot shaft adjacent the overlapping  
26 panels, and which characterization is accompanied by the following images:



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

10       **WHEREAS**, Defendants have agreed to consent to the below terms of a  
11 permanent injunction, **IT IS HEREBY ORDERED** that:

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

14       2.       Defendants and their agents, servants, employees and all persons in active  
15 concert and participation with it who receive actual notice of this Consent Judgment  
16 are hereby permanently restrained and enjoined from:

17               (a)     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 Disputed  
20 Products and/or any other products which infringe upon the Bailey Button Boot Trade  
21 Dress and Bailey Button Design Patents;

22               (b)     Delivering, holding for sale, returning, transferring or otherwise  
23 moving, storing or disposing in any manner the Disputed Products and/or any other  
24 products which infringe upon the Bailey Button Boot Trade Dress and Bailey Button  
25 Design Patents, except as otherwise provided in this Agreement;

26               (c)     Using the UGG Mark (however spelled, whether capitalized,  
27 abbreviated, singular or plural, printed or stylized, used alone or in combination with  
28 any other words, used in caption or text, or used orally or otherwise) or any other

1 reproduction, counterfeit, copy, colorable imitation, or confusingly similar variation of  
2 the UGG Mark in Defendants' advertising of its products, including using the UGG  
3 Mark in metatags, in keyword or other pay-per-click advertising, in any internet search  
4 engine advertising, in other Internet uses, or in any manner that suggests that  
5 Defendants or their products, services, or activities originate from, are affiliated with,  
6 are connected to, are associated with, or are sponsored, endorsed, or approved by  
7 Deckers;

8 (d) In any future proceedings between the parties, challenging the  
9 validity, enforceability, or Deckers' ownership of the Bailey Button Boot Trade Dress  
10 and/or Bailey Button Design Patents, provided that notwithstanding the foregoing  
11 Defendants reserve all other arguments and positions that may be available to them  
12 should they be required to defend any design patent and/or trade dress infringement  
13 claims by Deckers;

14 (e) Knowingly assisting, aiding or attempting to assist or aid any other  
15 person or entity in performing any of the prohibited activities referred to in Paragraphs  
16 2(a) to 2(d) above.

17 **IT IS FURTHER ORDERED**, pursuant to the parties' stipulation, that:

18 3. Deckers and Defendants shall bear their own costs and attorneys' fees  
19 associated with this action.

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

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26 **[CONTINUED ON NEXT PAGE]**  
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1           5.           The jurisdiction of this Court is retained for the purpose of making any  
2 further orders necessary or proper for the construction or modification of this Consent  
3 Judgment, the enforcement thereof and the punishment of any violations thereof.  
4 Except as otherwise provided herein, this action is fully resolved with prejudice.

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6 DATED:    April 8, 2015

By: \_\_\_\_\_/s/\_\_\_\_\_  
Hon. Fernando M. Olguin  
**United States District Judge**

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