

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

JS-6

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

10
 11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA

11 DECKERS OUTDOOR
 12 CORPORATION, a Delaware
 Corporation,

13 Plaintiff,

14 v.

15 GOLDEN ASIA FOOTWEAR INC., a
 16 California Corporation; and
 GUOCHANG JIANG, an individual, and
 DOES 1-10, inclusive,

17
 18 Defendants.

CASE NO. 2:15-cv-00750-R (Ex)

**ORDER RE CONSENT JUDGMENT
 INCLUDING PERMANENT
 INJUNCTION AND VOLUNTARY
 DISMISSAL OF ACTION WITH
 PREJUDICE**

19 **WHEREAS Deckers Outdoor Corporation** has filed a Complaint in this
 20 action charging **Defendants Golden Asia Footwear Inc. and Guochang Jiang**
 21 (collectively “Defendants”) with Trade Dress Infringement, False Designations of
 22 Origin, Unfair Competition, and Patent Infringement arising from Defendants’
 23 manufacture, distribution, promotion, advertisement, offering for sale, and/or sale of
 24 footwear, the designs of which Deckers has alleged infringe upon its Bailey Button
 25 Boot Trade Dress (defined below) and Bailey Button Design Patents (defined below),
 26 which are identified by Style Names “**8903**” and “**9903**” (hereinafter “Disputed
 27 Products”) and shown below:
 28



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

WHEREAS, Deckers is the owner of the “Bailey Button Trade Dress,” which is characterized by a combination of the following non-functional elements: (a) classic suede boot styling made famous by the UGG brand; (b) overlapping of front and rear panels on the lateral side of the boot shaft; (c) curved top edges on the overlapping panels; (d) exposed fleece-type lining edging the overlapping panels and top of the boot shaft; and (e) one or more buttons (depending on the height of the boot) prominently featured on the lateral side of the boot shaft adjacent the overlapping panels, and which characterization is accompanied by the following images:



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

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

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

5 **WHEREAS**, Defendants have agreed to consent to the below terms of a
6 permanent injunction, **IT IS 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 it 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 and/or Bailey Button Design Patents either
13 directly or contributorily in any manner, including:

14 (a) Manufacturing, purchasing, producing, distributing, circulating,
15 selling, offering for sale, importing, exporting, advertising, promoting, displaying,
16 shipping, marketing and/or incorporating in advertising or marketing the Accused
17 Products and/or any other products which infringe upon the Bailey Button Boot Trade
18 Dress and/or Bailey Button Design Patents;

19 (b) In any future proceedings between the parties, challenging the
20 validity, enforceability, or Deckers' ownership of the Bailey Button Boot Trade Dress
21 and/or Bailey Button Design Patents, provided that notwithstanding the foregoing
22 Defendant reserves all other arguments and positions that may be available to them
23 should they be required to defend any design patent and/or trade dress infringement
24 claims by Deckers;

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

1 3. Deckers 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: March 25, 2015



Hon. Manuel L. Real
United States District Judge