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 13 *Deckers Outdoor Corporation*

14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA

16 DECKERS OUTDOOR CORPORATION,)
 17 a Delaware Corporation,)
 18 Plaintiffs,)
 19 v.)
 20 REALPLAY CORP., a California)
 21 Corporation; and CHEUNG-TZONG)
 22 WANG, an individual, and DOES 1-10,)
 23 inclusive,)
 24 Defendants.)

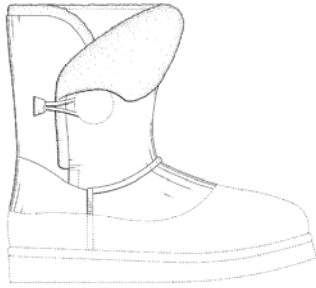
CASE NO. 2:15-cv-00754-CBM-JPRx

**ORDER RE CONSENT JUDGMENT
 INCLUDING PERMANENT
 INJUNCTION AND VOLUNTARY
 ACTION OF DISMISSAL WITH
 PREJUDICE
 [JS-6]**

Hon. Consuelo B. Marshall

25 **WHEREAS Plaintiff Deckers Outdoor Corporation** (collectively “Plaintiff”
 26 or “Deckers”) having filed a Complaint in this action charging **Defendants Realplay**
 27 **Corp. and Cheung-Tzong Wang** (“Defendants”) with Trade Dress Infringement,
 28 Patent Infringement, and Unfair Competition arising from Defendants’ manufacture,
 distribution, promotion, advertisement, offering for sale, and/or sale of footwear, of
 Deckers’ Bailey Button Boot Trade Dress and boot designs, to which Deckers owns
 design patents D599,999, D616,189, D582,650 and/or trade dress rights, including
 rights to the UGG® “Bailey Button” boot, by certain of Defendants’ footwear products
 identified by Style Names “TOM-01,” “TOM-05,” “TOM-06,” and “JEFF-02”

1 (hereinafter “Accused Products”), examples of which are shown below:



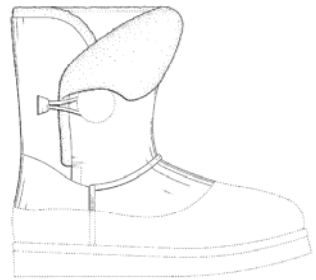
7 **UGG® Bailey Button Boot**
8 **Design Patent D599,999**



9 **UGG® Bailey Button Boot**



10 **Defendants’ Accused Product**
11 **“TOM-06”**



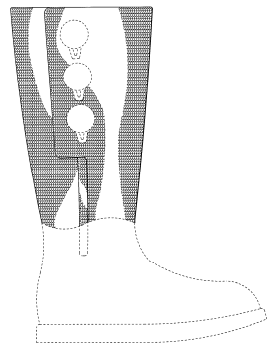
13 **UGG® Bailey Button Boot**
14 **Design Patent D599,999**



15 **UGG® Bailey Button Boot**



16 **Defendants’ Accused Product**
17 **“JEFF-02”**



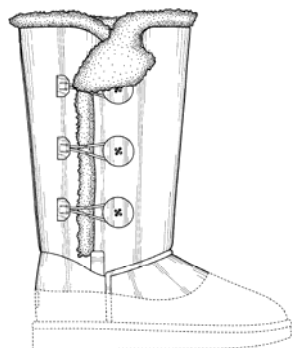
20 **UGG® Cardy Boot**
21 **Design Patent D582,650**



22 **UGG® Cardy Boot**



23 **Defendants’ Accused Product**
24 **“TOM-05”**



27 **UGG® Bailey Button Triplet**
28 **Boot Design Patent D616,189**



UGG® Bailey Button
Triplet Boot



Defendants’ Accused Product
“TOM-01”

1 **WHEREAS**, Deckers is the owner of the trade dresses and registered design
2 patents identified in Exhibit A, attached hereto;

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

5 **WHEREAS**, the parties herein have simultaneously entered into a confidential
6 Settlement Agreement and Mutual Release;

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

9 1. Defendants and their agents, servants, employees and all persons in active
10 concert and participation with them who receive actual notice of this Consent
11 Judgment are hereby permanently restrained and enjoined from infringing upon any of
12 the trade dresses and/or registered design patents identified in Exhibit A, attached
13 hereto, either directly or contributorily in any manner, including:

14 (a) Challenging the validity, enforceability, or Deckers' ownership of
15 the trade dresses and/or registered design patents identified in Exhibit A, attached
16 hereto;

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 trade dresses and/or registered design
21 patents identified in Exhibit A, attached hereto;

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 1(a) to 1(c) above.

1 2. This Court has jurisdiction over the parties herein and has jurisdiction
2 over the subject matter hereof pursuant to 15 U.S.C. § 1121.

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

8 4. Plaintiff and Defendants shall bear their own costs and attorneys' fees
9 associated with this action.

10 5. The jurisdiction of this Court is retained for the purpose of making any
11 further orders necessary or proper for the construction or modification of this
12 Stipulation/Order as well as the parties' confidential settlement agreement in
13 connection with this action.

14 6. Except as otherwise provided herein, this action is fully resolved and
15 dismissed with prejudice.

16
17 **IT IS SO ORDERED.**

18
19 DATED: June 16, 2016



Hon. Consuelo B. Marshall
United States District Judge