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14 UNITED STATES DISTRICT COURT  
 15 CENTRAL DISTRICT OF CALIFORNIA

16 DECKERS OUTDOOR CORPORATION, 17 a Delaware Corporation, 18 19 Plaintiff, 20 21 v. 22 TARGET CORPORATION, a Minnesota 23 Corporation; NINA FOOTWEAR CORP. 24 dba NINA SHOES, a Delaware 25 Corporation; and DOES 1-10, inclusive, 26 27 Defendants.	}	28 CASE NO. 2:16-cv-06925-BRO (ASx)  <b>ORDER RE PERMANENT          INJUNCTION AND VOLUNTARY          DISMISSAL OF ACTION WITH          PREJUDICE</b>
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20 **WHEREAS Plaintiff Deckers Outdoor Corporation** (“Deckers” or “Plaintiff”)  
 21 having filed a Complaint in this action charging **Defendant Nina Footwear Corp.**  
 22 **dba Nina Shoes** (“Defendant”) with Patent Infringement arising from Defendant’s  
 23 manufacture, distribution, promotion, advertisement, offering for sale, and/or sale of  
 24 footwear, the design of which Deckers has alleged infringes upon its ‘999 Patent  
 25 (defined below). The products which Deckers has alleged infringe upon its ‘999  
 26 Patent are identified by the Style Name “KIYA” (hereinafter “Accused Products”); an  
 27 example of which is shown below:



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7       **WHEREAS**, the parties hereto desiring to fully settle all of claims in this action  
8 between them; and

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

11       **WHEREAS** Defendant has stipulated to and the parties have agreed to the  
12 below terms of a permanent injunction, **IT IS HEREBY ORDERED** that:

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

15       2. Defendant and its agents, servants, employees, successors, and assigns are  
16 hereby permanently restrained and enjoined from:

17               (a) Manufacturing, producing, distributing, selling, offering for sale,  
18 importing, exporting, advertising, promoting, and/or marketing the Accused Products;

19               (b) Knowingly assisting, aiding or attempting to assist or aid any other  
20 person or entity in performing any of the prohibited activities referred to in Paragraph  
21 2(a) above.

22       3. Plaintiff and Defendant shall bear their own costs and attorneys' fees  
23 associated with this action.

24       4. The execution of this Consent Judgment shall serve to bind and obligate  
25 the parties hereto. However, dismissal with prejudice of Deckers' claims against  
26 Defendant shall not have preclusive effect on those who are not specifically released  
27 herein, all claims against whom Plaintiff expressly reserves.  
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