

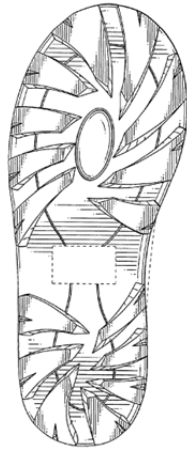
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14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA

<p>16 DECKERS OUTDOOR CORPORATION,) a Delaware Corporation,)) 17 Plaintiff,)) 18 v.)) 19 DB SHOE COMPANY, LLC, a California) Limited Liability Company; and DOES 1-) 10, inclusive,)) 20 Defendant.)</p>	<p>CASE NO. 2:17-cv-02904-CBM-SKx</p> <p>ORDER RE PERMANENT INJUNCTION AND VOLUNTARY DISMISSAL OF ACTION WITH PREJUDICE [JS-6]</p>
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21 **WHEREAS Plaintiff Deckers Outdoor Corporation** (“Deckers” or “Plaintiff”)
 22 having filed a Complaint in this action charging **Defendant DB Shoe Company, LLC**
 23 (“Defendant” or “DB Shoe”) with Patent Infringement of U.S Patent No. D500,400
 24 arising from DB Shoe’s distribution, advertising, marketing, offering for sale, and sale
 25 of footwear, identified by Style No. “FUZZ-01” (exemplar shown below and
 26 hereinafter “Accused Products”)



Design Patent D500,400



**Infringing Outsole Design
on Accused Products**

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

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

1. Defendant and its agents, servants, successors and assigns are hereby immediately and permanently restrained and enjoined from:

(a) Manufacturing, purchasing, producing, distributing, circulating, selling, offering for sale, importing, exporting, advertising, promoting, displaying, shipping, marketing and/or incorporating in advertising or marketing the Accused Products;

(b) Challenging the validity, enforceability, or Deckers' ownership of U.S Patent No. D500,400;

(c) Knowingly assisting, aiding or attempting to assist or aid any other person or entity in performing any of the prohibited activities referred to in Paragraphs 1(a) through 1(b) above.

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

3. The execution of this stipulation shall serve to bind and obligate the parties hereto. However, dismissal with prejudice of this action shall not have

1 preclusive effect on those who are not a party to this action or who are not specifically
2 released in the parties' written settlement agreement, all claims against whom Plaintiff
3 expressly reserves.

4 4. Plaintiff and Defendant shall bear their own costs and attorneys' fees
5 associated with this action.

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

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

12 **IT IS SO ORDERED.**



14 DATED: July 5, 2017

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16 Hon. Consuelo B. Marshall
17 **United States District Judge**
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