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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DECKERS OUTDOOR
CORPORATION, a Delaware
Corporation,

Plaintiff,

v.

ROMEO & JULIETTE, INC. a
California Corporation; THOMAS
ROMEO, an individual; and DOES
1-10, inclusive,

Defendants.

CASE NO.: 2:20-cv-01079-TJH-PLA

**PLAINTIFF'S FIRST AMENDED
COMPLAINT FOR:**

- 1. INFRINGEMENT OF THE BAILEY
BUTTON BOOT TRADE DRESS
UNDER THE LANHAM ACT**
- 2. TRADE DRESS
INFRINGEMENT UNDER
CALIFORNIA COMMON LAW**
- 3. UNFAIR COMPETITION IN
VIOLATION OF CAL. BUS. &
PROF. CODE § 17200, et seq.**
- 4. UNFAIR COMPETITION UNDER
CALIFORNIA COMMON LAW**
- 5. PATENT INFRINGEMENT OF U.S.
PAT. NO. D599,999**

JURY TRIAL DEMANDED

1 Plaintiff **Deckers Outdoor Corporation**, for its claims against Defendants
2 **Romeo & Juliette, Inc.** and **Thomas Romeo** (collectively “Defendants”) alleges as
3 follows:

4 **NATURE OF THE ACTION**

5 1. This action arises out of Defendants’ complicit and unlawful acts
6 constituting trade dress infringement and unfair competition in violation of the Lanham
7 Trademark Act of 1946, 15 U.S.C. § 1051, *et seq.* (the “Lanham Act”), patent
8 infringement arising under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.*
9 and unlawful business practices in violation of the statutory and common law of the
10 state of California.

11 2. Plaintiff Deckers Outdoor Corporation brings this action to hold
12 Defendants accountable for their unlawful acts, and seeks millions in damages in order
13 to compensate for the harm caused by Defendants, as well as injunctive relief enjoining
14 Defendants from continuing their unlawful conduct.

15 **THE PARTIES**

16 3. Plaintiff Deckers Outdoor Corporation (“Plaintiff” or “Deckers”) is a
17 corporation organized and existing under the laws of the State of Delaware with an
18 office and principal place of business located in Goleta, California. Deckers designs
19 and markets footwear products under a number of well-known brands, including the
20 UGG® products covered by the intellectual property asserted herein.

21 4. Upon information and belief, Defendant Romeo & Juliette, Inc. (“Romeo
22 & Juliette”) is a corporation organized and existing under the laws of the state of
23 California with an office and principal place of business located at 7524 Old Auburn
24 Road, Citrus Heights, California 95610.

25 5. Upon information and belief, Defendant Thomas Romeo is an individual
26 residing in California, and the owner, officer, director, and/or principal manager of
27 Romeo & Juliette.

28 6. Upon information and belief, together with each of the named Defendants

identified above, other individuals and entities currently sued as DOES 1-10 may also be materially responsible for the wrongs alleged herein, in that at all relevant times, each one (including each of the named Defendants identified above) was the agent and servant of the others and acting within the course and scope of said agency and/or employment. These other individuals and entities are sued under fictitious names DOES 1-10 because their true names and capacities are currently unknown to Deckers. Deckers will seek leave to amend this complaint when their true names and capacities are ascertained, if appropriate.

7. Upon information and belief, at all relevant times herein, Defendants and DOES 1-10, inclusive, knew or reasonably should have known of the acts and behavior alleged herein and the damages caused thereby, and by their inaction ratified and encouraged such acts and behavior. Defendants and DOES 1-10, inclusive, have a non-delegable duty to prevent or not further such acts and the behavior described herein, which duty Defendants and DOES 1-10, inclusive, failed and/or refused to perform.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over Plaintiff's federal claims in this Action under 28 U.S.C. §§ 1331 and 1338(a), and supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a) because they are so related to the federal claims that they form an integral part of the same case or controversy.

9. This Court has personal jurisdiction over Defendants because each Defendant resides, conducts continuous and systematic business, has multiple offices locations, placed infringing products in the stream of commerce directed to residents, derived commercial benefits from the sale of infringing products, and caused the injuries to Plaintiff complained of—all within the state of California and specifically in this judicial district.

10. Venue is proper under 28 U.S.C. §§ 1391 (b)-(c) because a substantial part of the events or omissions giving rise to the claims occurred in this judicial district, and under 28 U.S.C. § 1400(b) because Defendants committed acts of infringement in this

judicial district.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

11. Since 1975, Deckers has been engaged in the design, distribution, marketing, offering for sale, and sale of various footwear products. Deckers owns and markets its footwear products under several distinctive trademarked brands, including, among others, UGG®, Koolaburra®, Teva®, Sanuk®, and Hoka One One®.

A. Deckers' Famous UGG® Brand and the Bailey Button Boot

12. Deckers' UGG® brand is one of the most well-recognized premium comfort-leisure footwear brands in the United States. Since 1979, when the UGG® brand was founded, the popularity of UGG® footwear has steadily grown in the U.S. and around the world. For decades, UGG® footwear has and is still highly coveted by consumers as one of the most popular and recognizable symbols of luxury and style.

13. For example, in 2000, UGG® boots were featured on Oprah's Favorite Things® where Oprah emphatically declared on national television how much she "LOOOOOVES her UGG boots." Since then, the popularity of UGG® footwear has grown exponentially, with celebrities such as Kate Hudson, Sarah Jessica Parker, and Tom Brady among a myriad of others regularly seen wearing UGG® sheepskin boots.

14. The world-wide recognition of UGG® as a "premium" brand and the overwhelming popularity of UGG® products, including the Bailey Button Boot, is due to Deckers' unwavering and continuous commitment to using top quality materials, excellence in workmanship, and innovation in design and style. Today, Deckers' footwear products under the UGG® brand are widely available and sold to consumers in every state, including California, through UGG® Concept Stores, authorized brick-and-mortar retailers, as well as on the internet at www.ugg.com.

15. In 2009, Deckers introduced the UGG® Bailey Button Boot, one of the most well-recognized and commercially successful styles of UGG® brand footwear products to date, having been featured in many of Deckers' advertising and promotional materials, various trade publications, and countless popular magazines, websites, blogs,

and social media posts in the U.S. and internationally.

16. Since its introduction, the UGG® Bailey Button Boot has been marketed by Deckers under a unique and inherently distinctive appearance consisting of a combination of the following non-functional elements (the “BAILY BUTTON BOOT TRADE DRESS”):

- Classic sued boot styling made famous by the UGG® brand;
- Overlapping front and rear panels on the lateral side of the boot shaft;
- Curved top edges on the overlapping panels;
- Exposed fleece-type lining edging the overlapping panels and top of the boot shaft; and
- 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, on the front panel.

17. The Bailey Button Boot Trade Dress, which is a composite of the above-referenced features, is non-functional in its entirety as a whole, visually distinctive, and unique in the footwear industry; examples of its overall appearance are shown in the photographs below:



18. The design of the Bailey Button Boot Trade Dress is neither essential to its use or purpose, nor does it affect the cost or quality of the UGG® Bailey Button Boot. There are numerous other designs available that are equally feasible and efficient, none

1 of which necessitate copying the Bailey Button Boot Trade Dress. The combination of
2 features comprising the Bailey Button Boot Trade Dress provides no cost advantages to
3 the manufacturer or utilitarian advantages to the consumer. These features, in
4 combination, serve only to render UGG® Bailey Button Boot, the embodiment of the
5 Bailey Button Boot Trade Dress, as a distinct and recognizable UGG® brand product
6 originating from Deckers.

7 19. Deckers has devoted substantial time and efforts in designing, developing,
8 advertising, promoting, and marketing the UGG® brand and its line of footwear
9 embodying the Bailey Button Boot Trade Dress. Deckers also spends millions of
10 dollars annually on advertising of UGG® products, including footwear embodying the
11 Bailey Button Boot Trade Dress.

12 20. Due to its long use, extensive sales, and significant advertising and
13 promotional activities by Deckers, UGG® Bailey Button Boots and its embodiment in
14 the Bailey Button Boot Trade Dress, has achieved widespread recognition among the
15 consuming public and those in the trade throughout the United States. Indeed, to date,
16 Deckers has sold hundreds of millions of dollars' worth of UGG® Bailey Button Boots.
17 Accordingly, the Bailey Button Boot Trade Dress has achieved a high degree of
18 consumer recognition and secondary meaning, which serves to identify Deckers as the
19 source of footwear featuring said trade dress.

20 21. Deckers also owns U.S. Patent No. D599,999 ("the '999 Patent"),
21 embodied by certain aspects of the design of the Bailey Button Boot. The '999 Patent
22 issued on September 15, 2009 and claims an ornamental design for the upper portion of
23 footwear items, described in seven illustrative figures depicting different views of the
24 design, one of which is reproduced below for reference:

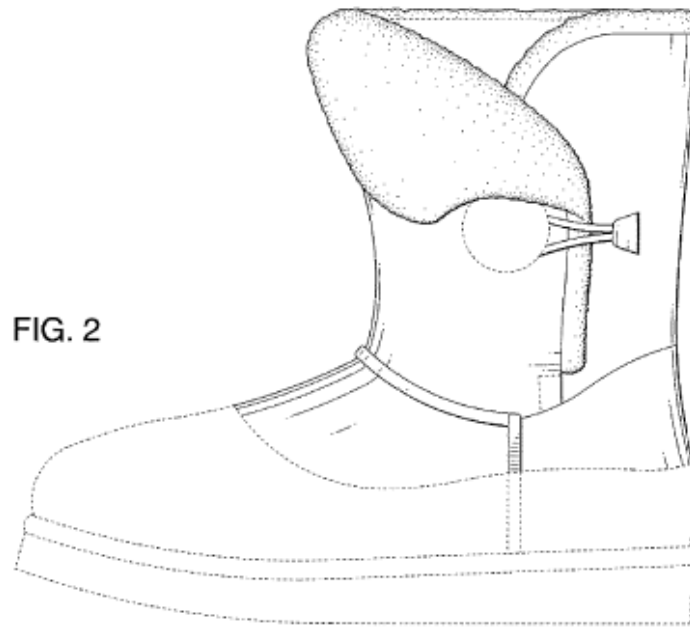


Figure 2 of U.S. Patent No. D599,999

B. Defendants’ Unlawful Activities

22. Upon information and belief, Defendants—without Deckers’ consent—each participated in one or more material aspects of the design, manufacture, importation into the United States, distribution and transportation in interstate commerce, marketing, offering for sale, and sale of certain footwear products (the “Accused Products”) bearing a design and appearance identical to and/or colorable imitations of the appearance of the Bailey Button Trade Dress and the ornamental design of the ’999 Patent.

23. Upon information and belief, Defendants are engaged in the business of marketing and selling a wide range of footwear products, including the Accused Products, through distribution channels, third-party retailers, its own “brick-and-mortar” retail locations, including stores in this judicial district, and directly via its website (www.bearpaw.com) to consumers nationwide, including consumers within this judicial district.

24. Upon information and belief, Defendants designed, manufactured, imported into the U.S., advertised, marketed, offered for sale, and/or sold the Accused Products identified as Bearpaw “Rosie Boots,” which bears a design and appearance identical or nearly identical and confusingly similar to the Bailey Button Boot Trade Dress and the ornamental design of the ’999 Patent. An example of the Accused Products is shown in the photograph below for reference:



Example of the Accused Products

25. Upon information and belief, Defendants, individually and/or together in concert, introduced the Accused Products into the stream of commerce in an effort to exploit the goodwill and reputation established in the UGG® Bailey Button Boot. Defendants’ actions constitute direct infringement of the Bailey Button Boot Trade Dress and the ’999 Patent, and/or each Defendant authorized, directed, and participated in a material aspect of the importation, distribution, manufacture, offer for sale, or sale of the Accused Products such that each Defendant is contributorily and/or vicariously liable for infringement of the Bailey Button Boot Trade Dress and the ’999 Patent.

FIRST CAUSE OF ACTION

Infringement of Bailey Button Boot Trade Dress – 15 U.S.C. § 1125(a)

26. Deckers incorporates by reference each and every one of the preceding paragraphs as though fully set forth herein.

1 27. Since its introduction in 2013, the UGG® Bailey Button Boot has been
2 marketed by Deckers under the Bailey Button Boot Trade Dress, comprised of a
3 composite of the features set forth above, non-functional in its entirety and unique and
4 inherently distinctive in the footwear industry and among consumers.

5 28. As a result of Deckers' extensive and substantial advertising and
6 promotion of UGG® Bailey Button Boots using the Bailey Button Boot Trade Dress,
7 the consuming public and industry have come to associate the Bailey Button Boot Trade
8 Dress uniquely and distinctly with Deckers, the UGG® brand, and Deckers' high-
9 quality merchandise.

10 29. Upon information and belief, Defendants are competitors of Deckers that
11 introduced the Accused Products, which bears a design identical or nearly identical and
12 confusingly similar to Deckers' Bailey Button Boot Trade Dress, into the stream of
13 commerce in an effort to exploit Deckers' goodwill and the reputation of the UGG®
14 Bailey Button Boot.

15 30. After the Bailey Button Boot Trade Dress became famous and despite
16 having actual notice of its infringing acts prior to filing of this suit, Defendants willfully,
17 intentionally, and/or at least with willful blindness, used identical copies, or nearly
18 identical colorable imitations of the Bailey Button Boot Trade Dress in connection with
19 the importation, manufacture, distribution, offer for sale and/or sale of the Accused
20 Products in violation of 15 U.S.C. § 1125(a).

21 31. Defendants' use of the Bailey Button Boot Trade Dress is without Deckers'
22 permission or authority, and the Accused Products bear confusingly similar
23 reproductions of the Bailey Button Boot Trade Dress, such as to cause a likelihood of
24 confusion as to the source, sponsorship or approval by Deckers of the Accused Products
25 and mislead the public to believe that the Accused Products are produced, sponsored,
26 authorized, or licensed by or are otherwise connected or affiliated with Deckers, when
27 they are in fact not.

28 32. As a direct and proximate result of the foregoing acts, Deckers has suffered

1 and will continue to suffer significant injuries in an amount to be determined at trial.
2 Deckers is entitled to recover all damages, including all of Defendants' profits derived
3 from its unlawful conduct, trebled, to the full extent provided under 15 U.S.C. §§
4 1117(a)-(b), and given Defendants' willful misconduct, Deckers is further entitled to
5 recover its reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a).

6 33. Deckers is also entitled to injunctive relief enjoining Defendants from
7 continuing to infringe the Bailey Button Boot Trade Dress and any designs confusingly
8 similar thereto, because unless Defendants' unlawful acts are enjoined by this Court,
9 there is no adequate remedy at law that can fully compensate Deckers for the harm
10 caused.

11 **SECOND CAUSE OF ACTION**

12 **Dress Infringement Under California Common Law**

13 34. Deckers incorporates by reference each and every one of the preceding
14 paragraphs as though fully set forth herein.

15 35. Defendants' infringement of the Bailey Button Boot Trade Dress as set
16 forth above in Deckers' First Cause of Action equally constitutes trade dress
17 infringement under common law of the state of California.

18 36. Deckers has common law rights to the Bailey Button Boot Trade Dress in
19 the state of California due to its extensive promotion and sales of products bearing said
20 trade dress within the state of California. The Bailey Button Boot Trade Dress has
21 achieved a high degree of consumer recognition and secondary meaning nationwide and
22 within the state of California, which serves to identify Deckers as the source of high-
23 quality goods.

24 37. The Accused Products produced, distributed, advertised and offered for
25 sale by Defendants bear confusingly similar reproductions of Deckers' Bailey Button
26 Boot Trade Dress such as to cause a likelihood of confusion as to the source,
27 sponsorship or approval by Deckers of Accused Products. Defendants' unauthorized
28 use of Deckers' Bailey Button Boot Trade Dress thereby constitutes trade dress

infringement under the common law of the State of California.

38. As a direct and proximate result of the foregoing acts, Deckers has suffered and will continue to suffer significant injuries in an amount to be determined at trial. Deckers is entitled to recover all injuries, including its attorneys' fees, that Deckers has sustained and will sustain, and all gains, profits and advantages obtained by Defendants as a result of their unlawful acts in an amount not to be determined at trial, and the costs of this Action.

39. Upon information and belief, Defendants' acts are also willful, deliberate, and intended to confuse the public and to injure Deckers and/or taken in reckless disregard of Deckers' rights, entitling Deckers to an award of exemplary and punitive damages under the common law of the State of California.

40. Deckers is also entitled to injunctive relief under the common law of the State of California prohibiting Defendants from continuing to infringe Deckers' Bailey Button Boot Trade Dress or use any designs confusingly similar thereto, because unless Defendants' unlawful conduct is enjoined by this Court, there is no adequate remedy at law that can fully compensate Deckers for the harm caused by Defendants.

THIRD CAUSE OF ACTION

Unfair Competition in Violation of Cal. Bus. & Prof. Code, § 17200, *et seq.*

41. Deckers incorporates by reference each and every one of the preceding paragraphs as though fully set forth herein.

42. Upon information and belief, Defendants are competitors of Deckers, and in concert with and/or at the direction of the other Defendants, introduced the Accused Products into the stream of commerce in an effort to exploit Deckers' goodwill and reputation, thereby using unfair and unlawful business practices to compete with Deckers.

43. Defendants' use of Deckers' intellectual property in this action is without the authorization or consent of Deckers. In doing so, Defendants misappropriated Deckers' rights in order to divert sales from Deckers at little or no cost to Defendants

1 such that Defendants were unjustly enriched.

2 44. Defendants' misappropriation and unauthorized use of Deckers' Bailey
3 Button Trade Dress and the '999 Patent to promote the Accused Products is likely to
4 confuse or mislead consumers into believing that such products are authorized, licensed,
5 affiliated, sponsored, and/or approved by Deckers, constituting deceptive, unfair, and
6 fraudulent business practices and unfair competition in violation of the California
7 Unfair Business Practices Act, Cal. Bus. & Prof. Code, § 17200, *et. seq.*

8 45. Upon information and belief, Defendants' deceptive, unfair, and
9 fraudulent business practices were willfully undertaken with full knowledge of the
10 Deckers' intellectual property asserted in this action and with the intent to
11 misappropriate Deckers' goodwill and reputation in order to unjustly enrich
12 Defendants.

13 46. As a direct and proximate result of the foregoing acts, Deckers has suffered
14 and will continue to suffer significant injuries in an amount to be determined at trial.
15 Accordingly, Deckers is entitled to all available relief provided for under the California
16 Unfair Business Practices Act, Cal. Bus. & Prof. Code, § 17200 *et. seq.*, including an
17 accounting and disgorgement of all illicit profits that Defendants made on account of
18 its deceptive, unfair, and fraudulent business practices.

19 47. Deckers is also entitled to injunctive relief under the California Unfair
20 Business Practices Act, enjoining Defendants from continuing their deceptive, unfair,
21 and fraudulent business practices, because unless Defendants' unlawful acts are
22 enjoined by this Court, there is no adequate remedy at law that can fully compensate
23 Deckers for the harm caused by Defendants.

24 **FOURTH CAUSE OF ACTION**

25 **Unfair Competition Under California Common Law**

26 48. Deckers incorporates by reference each and every one of the preceding
27 paragraphs as though fully set forth herein.

28 49. Defendants' infringement of the Bailey Button Boot Trade Dress as

described herein also constitutes unfair competition in violation of the common law of the State of California.

50. Deckers has invested a substantial amount of time, skill and money in advertising and promoting of the UGG® Bailey Button Boot under the Bailey Button Boot Trade Dress, such that the consuming public and industry have come to associate Deckers' Trade Dress uniquely and distinctly with Deckers and its high-quality merchandise.

51. Upon information and belief, Defendants are competitors of Deckers, and in concert with and/or at the direction of each of the other Defendants, introduced the Accused Products into the stream of commerce in an effort to exploit Deckers' goodwill and the reputation and unfairly compete with Deckers.

52. Defendants' use of Deckers' intellectual property is without the authorization or consent of Deckers. In doing so, Defendants unlawfully misappropriated Deckers' rights and used deceptive, unfair, and fraudulent business practices to divert sales from Deckers at little or no cost to Defendants such that Defendants were unjustly enriched.

53. As a direct and proximate result of the foregoing acts, Deckers has suffered and will continue to suffer significant injuries in an amount to be determined at trial. Deckers is entitled to all available relief under California common law for Defendants' deceptive, unfair, and fraudulent business practices, including an accounting and disgorgement of all illicit profits that Defendants made on account of such deceptive, unfair, and fraudulent business practices.

54. Upon information and belief, Defendants' deceptive, unfair, and fraudulent business practices were undertaken with full knowledge of the Deckers' intellectual property rights asserted in this action and with the intent to misappropriate Deckers' goodwill and reputation in order to unjustly enrich Defendants. As Defendants' misconduct was taking willfully, deliberately, and with the intent to confuse the public and to injure Deckers or taken in reckless disregard of Deckers'

rights, Deckers is entitled to an award of exemplary and punitive damages under the common law of the State of California.

55. Deckers is also entitled to injunctive relief under the common law of the State of California enjoining Defendants’ deceptive, unfair, and fraudulent business practices, because unless Defendants’ unlawful acts are enjoined by this Court, there is no adequate remedy at law that can fully compensate Deckers for the harm caused by Defendants.

FIFTH CAUSE OF ACTION

Patent Infringement – U.S. Pat. No. D599,999

56. Deckers incorporates by reference each and every one of the preceding paragraphs as though fully set forth herein.

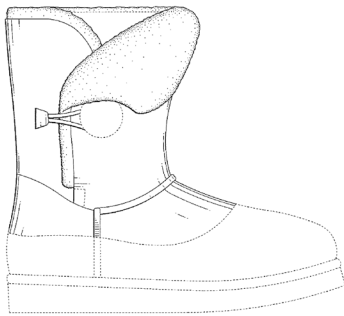
57. In order to protect its valuable brands, Deckers owns a number of patents covering various styles of footwear it markets, including the UGG® Baily Button Boot identified herein. These patents include U.S. Pat. No. D599,999 (“the ’999 Patent”) issued on September 15, 2009, a true and correct copy of which is attached hereto as **Exhibit A** and incorporated herein.

58. Deckers is the owner by assignment of all rights, title and interest in and to the ’999 Patent and Deckers has marked substantially all footwear products embodying the design of the ’999 Patent with “Pat. No. D599,999” on a product label in compliance with 35 U.S.C. § 287, putting Defendants on notice of the ’999 Patent.

59. Deckers has not granted a license nor given Defendants any form of permission to the ’999 Patent and given Defendants’ infringement of the ’999 Patent is without Deckers’ permission or authority and in total disregard of Deckers’ intellectual property rights.

60. Defendant imported, produced, distributed, advertised, marketed, offered for sale, and/or sold within the United States, and/or played an integral part in the design, importation, manufacture, distribution, marketing, offer for sale, and/or sale of the Accused Products bearing an appearance nearly identical and substantially similar

as the ornamental design of the '999 Patent, in violation of 35 U.S.C. §§ 271 and 289. For reference, the '999 Patent, UGG® Bailey Button Boot, and Accused Products are shown compared side-by-side below:



U.S. Patent No. D599,999



UGG® Bailey Button Boot



Accused Product

61. As a direct and proximate result of Defendants' foregoing acts, Deckers has suffered and will continue to suffer significant injuries in an amount to be determined at trial. Deckers is entitled to recover all damages sustained on account of Defendants' infringement of the '999 Patent, and all gains, profits and advantages obtained by Defendants under 35 U.S.C. §§ 284 and 289.

62. Upon information and belief, Defendants' infringing acts were willful, deliberate, and taken in reckless disregard of the '999 Patent despite having been put on notice through Deckers' patent marking and being given actual notice of the '999 Patent in a prior lawsuit against Defendants for infringement of the '999 Patent. Defendants' unlawful acts of infringement were taken knowing the objectively high likelihood that such actions constituted infringement of the '999 Patent. As Defendants' willful misconduct renders this is an exceptional case, Deckers is entitled to enhanced damages and its reasonable attorneys' fees under 35 U.S.C. § 284.

63. Deckers is also entitled to injunctive relief under 35 U.S.C. § 283 enjoining Defendants from continuing to infringe the '999 Patent, because unless Defendants' unlawful acts are enjoined by this Court, there is no adequate remedy at law that can fully compensate Deckers for the harm caused.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Deckers Outdoor Corporation respectfully prays for judgment against Defendants Romeo & Juliette, Inc., Thomas Romeo, and DOES 1-10 as follows:

1. Judgment in favor of Plaintiff finding that Defendants have infringed Deckers' Bailey Button Boot Trade Dress and U.S. Pat. No. D599,999 and that said infringement was willful;

2. An order granting temporary, preliminary and permanent injunctive relief restraining and enjoining Defendants, and their agents, servants, employees, officers, associates, attorneys, and all persons acting by, through, or in concert with any of them from using Deckers' intellectual property, including, but not limited to:

a. manufacturing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, or selling the Accused Products or any other products which bear either of the design of the Bailey Button Trade Dress and/or any designs confusingly similar thereto;

b. manufacturing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, or selling the Accused Products or any other products which infringe U.S. Pat. No. D599,999 and/or are essentially similar in overall appearance thereof;

c. engaging in any other activity constituting unfair competition with Deckers, or acts and practices that deceive consumers, the public, and/or trade, including without limitation, the use of any designs used or owned by or associated with Deckers;

d. committing any other act which falsely represents or which has the effect of falsely representing that the goods and services of Defendants are licensed by, authorized by, offered by, produced by, sponsored by, or in any other way associated with Deckers;

3. An order requiring Defendants to recall from any distributors and retailers

1 and to deliver to Deckers for destruction or other disposition all remaining inventory of
2 all Accused Products and related items, including all advertisements, promotional and
3 marketing materials therefore, as well as means of making same;

4 4. Ordering Defendants to file with this Court and serve on Deckers within
5 thirty (30) days after entry of the injunction a report in writing, under oath setting forth
6 in detail the manner and form in which Defendants have complied with the injunction;

7 5. An order for an accounting of all gains, profits and advantages derived by
8 Defendants on account of the unlawful acts complained of herein pursuant to 15 U.S.C.
9 § 1117(a), Cal. Bus. & Prof. Code, § 17200 *et. seq.*, and any other applicable federal
10 statute or California state and common law;

11 6. An award of damages equal to Defendants' profits and all damages
12 sustained by Deckers as a result of Defendants' wrongful acts;

13 7. An award of damages equal to treble Defendants' profits or Deckers'
14 damages, whichever is greater, on account of Defendants' willful infringement;

15 8. An award of punitive damages and Deckers' costs, attorneys' fees, and
16 interest as allowed under all applicable federal statutes and California state laws; and

17 9. All other relief that the Court may deem just and proper.
18

19 DATED: August 31, 2020

BLAKELY LAW GROUP

21 By: /s/ Brent H. Blakely
22 Brent H. Blakely
23 Mark S. Zhai
24 Colby A. Meagle
25 *Attorneys for Plaintiff*
26 *Deckers Outdoor Corporation*
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