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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DECKERS OUTDOOR
CORPORATION, a Delaware
Corporation,

Plaintiff,

v.

NEXT STEP GROUP, INC., a New
York Corporation; and DOES 1-10,
inclusive,

Defendants.

CASE NO.:

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF:**

- 1. TRADE DRESS INFRINGEMENT
UNDER THE LANHAM
ACT (CLAIMS 1-2)**
- 2. TRADE DRESS INFRINGEMENT
UNDER CALIFORNIA COMMON
LAW (CLAIM 3)**
- 3. UNFAIR COMPETITION IN
VIOLATION OF CAL. BUS. &
PROF. CODE § 17200 *et seq.* (Claim
4)**
- 4. UNFAIR COMPETITION UNDER
CALIFORNIA COMMON LAW
(CLAIM 5)**
- 5. PATENT INFRINGEMENT
(CLAIMS 6-9)**

JURY TRIAL DEMANDED

1 **Plaintiff Deckers Outdoor Corporation** (“Deckers” or “Plaintiff”) for its
2 Complaint against **Defendant Next Step Group, Inc.** (“Next Step Group”) and
3 DOES 1-10 (collectively “Defendants”) alleges as follows:

4 **JURISDICTION AND VENUE**

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 violations of statutory and common law of the state of California.

10 2. This Court has subject matter jurisdiction over the federal claims asserted
11 in this action under 28 U.S.C. §§ 1331 and 1338(a) and supplemental jurisdiction over
12 Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367(a) because they are so related
13 to the federal claims that they form part of the same case or controversy.

14 3. This Court has personal jurisdiction over Defendants because Defendants
15 conduct continuous and systematic business in this district, placed infringing products
16 in the stream of commerce directed to residents of this district, derived commercial
17 benefits from the sale of infringing products and caused injuries to Plaintiff within the
18 Central District of California.

19 4. Venue is proper under 28 U.S.C. §§ 1391(b)-(c) because a substantial part
20 of the events or omissions giving rise to the claims alleged occurred in this judicial
21 district and Plaintiff is located and has been injured in this judicial district, and 28
22 U.S.C. § 1400(b) because Defendants committed acts of infringement in this judicial
23 district.

24 **THE PARTIES**

25 5. Plaintiff Deckers Outdoor Corporation is a corporation organized and
26 existing under the laws of the state of Delaware with an office and principal place of
27 business located in Goleta, California. Deckers designs and markets footwear products
28 under a number of well-known brands, including UGG® products covered by the

1 intellectual property asserted in this Complaint.

2 6. Upon information and belief, Defendant Next Step Group, Inc. (“Next Step
3 Group”) is a corporation organized and existing under the laws of the state of New York
4 with an office and principal place of business located at 551 Madison Avenue, New
5 York, New York 10022.

6 7. Deckers is informed and believes that, together with Next Step Group,
7 other individuals and entities currently named as DOES 1-10 may also be responsible
8 in one manner or another for the wrongs alleged herein, in that at all relevant times,
9 each one (including Next Step Group) was the agent and servant of the others and acting
10 within the course and scope of said agency and employment. These other individuals
11 and entities are sued under fictitious names DOES 1-10 because their true names and
12 capacities are currently unknown to Deckers. Deckers will seek leave to amend this
13 Complaint when the true names and capacities of DOES 1-10 are ascertained.

14 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

15 **A. Deckers’ UGG® Brand**

16 8. Deckers has been engaged in the design, distribution, marketing, offering
17 for sale, and sale of footwear since 1975. Deckers owns and markets its footwear
18 products under several distinctive trademarked brands, including UGG®, Teva®,
19 HOKA®, Koolaburra®, and Sanuk®.

20 9. Deckers’ UGG® brand is one of the most well-recognized premium
21 comfort-leisure shoe brands in the United States. Since 1979, when the UGG® brand
22 was founded, the popularity of UGG® footwear has steadily grown in the U.S. and
23 around the world. UGG® footwear has been and remains highly coveted today by
24 consumers as one of the most popular and recognizable symbols of luxury and style.

25 10. For example, in 2000, UGG® boots were featured on Oprah’s Favorite
26 Things® where Oprah emphatically declared on national television how much she
27 “LOOOOOVES her UGG boots.” Since then, the popularity of UGG® footwear has
28 grown exponentially, with celebrities such as Hailey Bieber, Kendall Jenner, Emily

1 Ratajowski, and Megan Fox among a myriad of others regularly seen wearing UGG®
2 footwear.

3 11. The world-wide recognition as a “premium” brand and the overwhelming
4 popularity of the UGG® brand is due to Deckers’ continuous commitment to quality
5 and excellence. Today, Deckers’ footwear products under the UGG® brand are widely
6 available and sold to consumers in every state, including California, through UGG®
7 Stores, authorized retailers on the internet and brick-and-mortar stores, as well as on the
8 internet at www.ugg.com.

9 **B. Defendants’ Infringing Activities**

10 12. This lawsuit arises from Defendants’ design, manufacture, importation,
11 distribution, advertisement, marketing, offering for sale, and sale in the U.S. of certain
12 footwear products that infringe upon Deckers’ “Neumel Trade Dress”, “Classic Ultra
13 Mini Trade Dress”, and U.S. Pat. Nos. D790,186 (“’186 Patent”), D774,736 (“’736
14 Patent”), D927,161 (“’161 Patent”), and D927,160 (“’160 Patent”) (the “Accused
15 Products”).

16 13. Upon information and belief, Defendant Next Step Group is engaged in
17 the retail sale of a wide range of apparel including under its Cushionaire® brand through
18 third-party retail stores located nationwide, including stores located within this judicial
19 district, as well as through its website (www.cushionaire.com) that is accessible to
20 customers nationwide, including to those within this judicial district.

21 14. Upon information and belief, Next Step Group is a competitor of Deckers,
22 and Defendant introduced the Accused Products into the stream of commerce in an
23 effort to exploit Deckers’ goodwill and the reputation of the UGG® Neumel, UGG®
24 Classic Slipper, UGG® Classic Ultra Mini, UGG® Classic Femme Mini, and the ’186
25 Patent, ’736 Patent, ’161 Patent, and ’160 Patent.

26 15. Deckers has not granted Defendants a license to practice nor given
27 Defendants any form of permission to use Deckers’ trademarks, trade dresses, or
28 patents, including “Neumel Trade Dress”, “Classic Ultra Mini Trade Dress”, and ’186

Patent, '736 Patent, '161 Patent, and '160 Patent.

1. Defendant's Infringement of the UGG® Neumel Trade Dress

16. Upon information and belief, Defendant imported into the U.S., advertised, marketed, offered for sale, and/or sold at least the Accused Products identified by name as Cushionaire® brand "Harper" through third-party retail stores and websites, and its website (cushionaire.com) to consumers nationwide, including consumers located within this judicial district. Exemplars of the Accused Products below:



Exemplar of Defendant's
Cushionaire® "Harper"

2. Defendant's Infringement of the UGG® Classic Ultra Mini Trade Dress and U.S. Patent No. D927,161

17. Upon information and belief, Defendant imported into the U.S., advertised, marketed, offered for sale, and/or sold at least the Accused Products identified by name as Cushionaire® brand "Hip" through third-party retail stores and websites, and its website (cushionaire.com) to consumers nationwide, including consumers located within this judicial district. Exemplars of the Accused Products below:



Exemplar of Defendant's
Cushionaire® "Hip"

3. Defendant's Infringement of U.S. Patent No. D774,736

18. Upon information and belief, Defendant imported into the U.S., advertised, marketed, offered for sale, and/or sold at least the Accused Products identified by name as Cushionaire® brand "Hilo" through third-party retail stores and websites, and its website (cushionaire.com) to consumers nationwide, including consumers located within this judicial district. Exemplars of the Accused Products below:



Exemplar of Defendant's
Cushionaire® "Hilo"

4. Defendant's Infringement of U.S. Patent No. D927,160

19. Upon information and belief, Defendant imported into the U.S., advertised, marketed, offered for sale, and/or sold at least the Accused Products identified by name as Cushionaire® brand "Kayla" through third-party retail stores and websites, and its website (cushionaire.com) to consumers nationwide, including consumers located within this judicial district. Exemplars of the Accused Products below:



**Exemplar of Defendant's
Cushionaire® "Kayla"**

5. Defendant's Infringement of U.S. Patent No. D790,186

20. Upon information and belief, Defendant imported into the U.S., advertised, marketed, offered for sale, and/or sold at least the Accused Products identified by name as Cushionaire® brand "Happy" through third-party retail stores and websites, and its website (cushionaire.com) to consumers nationwide, including consumers located within this judicial district. Exemplars of the Accused Products below:



**Exemplar of Defendant's
Cushionaire® "Happy"**

21. Upon information and belief, Defendant may have sold additional products that infringe upon Deckers' design patents and trade dresses. Deckers will seek leave to amend as additional information becomes available through discovery.

22. Upon information and belief, Defendant has acted in bad faith and Defendant's unlawful acts have misled and confused, and were intended to cause confusion, or to cause mistake, or to deceive consumers as to the affiliation, connection, or association of the Accused Products with Deckers, and/or the origin, sponsorship, or

1 approval of the Accused Products by Deckers.

2 **FIRST CLAIM FOR RELIEF**

3 **(Trade Dress Infringement of “Neumel Trade Dress” - 15 U.S.C. § 1125(a))**

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

6 24. In 2011, Deckers introduced the UGG® Neumel boot, marketed and
7 featuring the design elements protected under the “Neumel Trade Dress.” The Neumel
8 Trade Dress is unique and inherently distinctive, and comprised of the following non-
9 functional elements:

- 10 a. an ankle-high boot with open lacing;
- 11 b. an upper with a suede or brushed suede-like appearance;
- 12 c. a flat outsole;
- 13 d. an exposed mudguard on the portion of the upper immediately
14 above the outsole around the perimeter of the boot;
- 15 e. fabric binding immediately above the exposed mudguard around
16 the perimeter of the boot;
- 17 f. two quarters sewn on top of a vamp, each quarter having an eyelet
18 section with three lacing eyelets and forming the opening for the lacing;
- 19 g. fabric binding around the topline of the boot shaft (or collar)
20 extending through the top of each eyelet section and the front edges of the two
21 quarters down to the outsole;
- 22 h. A suede heel overlay on the boots exterior; and
- 23 i. exposed wool or shearling lining on the tongue and around the
24 topline of the boot shaft (or collar).

25 25. The Neumel Trade Dress, which is a composite of the above-referenced
26 features, is non-functional in its entirety, visually distinctive, and unique in the footwear
27 industry; examples of its distinctive appearance as a whole are shown in the photographs
28 below:



26. The design of the Neumel Trade Dress is neither essential to its use or purpose, nor does it affect the cost or quality of the shoe. There are numerous other designs available that are equally feasible and efficient, none of which necessitate copying or imitating the Neumel Trade Dress. The combination of features comprising the Neumel Trade Dress provides no cost advantages to the manufacturer or utilitarian advantages to the consumer. These features, in combination, serve only to render UGG® Neumel boots, the embodiment of the Neumel Trade Dress, as a distinct product originating solely from Deckers.

27. UGG® Neumel boots, the embodiment of the Neumel Trade Dress, is one of the most well-recognized and commercially successful styles of UGG® brand of footwear products, having been featured in many of Deckers' advertising and promotional materials as well as in various trade publications. UGG® Neumel boots have received a large volume of unsolicited media attention, for example, through various celebrities seen wearing UGG® Neumel boots and graced the pages of many popular magazines nationwide and internationally.

28. Deckers has spent substantial time, effort, and money in designing, developing, advertising, promoting, and marketing the UGG® brand and its line of footwear embodying the Neumel Trade Dress. Deckers spends millions of dollars annually on advertising of UGG® products, including footwear embodying the Neumel Trade Dress.

1 29. Due to its long use, extensive sales, and significant advertising and
2 promotional activities, Deckers' Neumel Trade Dress has achieved widespread
3 acceptance and recognition among the consuming public and trade throughout the
4 United States. Indeed, Deckers has sold millions of dollars' worth of UGG® Neumel
5 boots, the embodiment of the Neumel Trade Dress. Accordingly, the Neumel Trade
6 Dress has achieved a high degree of consumer recognition and secondary meaning,
7 which serves to identify Deckers as the exclusive source of footwear featuring said trade
8 dress.

9 30. Upon information and belief, Defendants are competitors of Deckers and
10 Defendants introduced Accused Products into the stream of commerce in an effort to
11 exploit Deckers' goodwill and the reputation of the UGG® Neumel boots.

12 31. The Accused Products manufactured, imported, distributed, advertised,
13 offered for sale, and/or sold by Defendants bear confusingly similar reproductions of
14 the Neumel Trade Dress, such as to cause a likelihood of confusion as to the source,
15 sponsorship or approval by Deckers of the Accused Products.

16 32. Defendants' use of the Neumel Trade Dress is without Deckers'
17 permission or authorization, and in total disregard of Deckers' rights to control its
18 intellectual property. There are numerous other shoe designs in the footwear industry,
19 none of which necessitate copying or imitating the Neumel Trade Dress.

20 33. Defendants' use of the Neumel Trade Dress is likely to lead to and result
21 in confusion, mistake, or deception, and is likely to cause the public to believe that
22 Accused Products are produced, sponsored, authorized, or licensed by or are otherwise
23 connected or affiliated with Deckers.

24 34. As a direct and proximate result of the foregoing acts, Deckers has suffered
25 and will continue to suffer significant injuries in an amount to be determined at trial.
26 Deckers is entitled to recover all damages, including attorneys' fees, that it has sustained
27 and will sustain, and all gains, profits and advantages obtained by Defendants as a result
28 of its infringing acts.

35. Furthermore, 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' infringement, which is ongoing. Accordingly, Deckers is entitled to injunctive relief prohibiting Defendants from continuing to infringe the Neumel Trade Dress, or any designs confusingly similar thereto.

SECOND CLAIM FOR RELIEF

(Trade Dress Infringement of "Classic Ultra Mini Trade Dress" - 15 U.S.C. § 1125(a))

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

37. In 2018, Deckers introduced the UGG® Classic Ultra Mini, marketed and featuring the design elements protected under the "Classic Ultra Mini Trade Dress." The Classic Ultra Mini Trade Dress is unique and inherently distinctive, and comprised of the following non-functional elements:

- a. An ankle-high boot;
- b. Classic suede boot styling;
- c. An exaggerated, raised and exposed circular stitch pattern;
- d. Exposed tufting;
- e. A raised and rounded vamp;
- f. A suede heel overlay on the boots exterior;
- g. Fabric binding along the top of the boot and along the sole;
- h. A thick, flat sole; and
- i. A top line that is higher in the front and lower in the back.

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



39. The design of the Classic Ultra Mini Trade Dress is neither essential to its use or purpose, nor does it affect the cost or quality of the shoe. There are numerous other designs available that are equally feasible and efficient, none of which necessitate copying or imitating the Classic Ultra Mini Trade Dress. The combination of features comprising the Classic Ultra Mini Trade Dress provides no cost advantages to the manufacturer or utilitarian advantages to the consumer. These features, in combination, serve only to render the UGG® Classic Ultra Mini, the embodiment of the Classic Ultra Mini Trade Dress, as a distinct product originating solely from Deckers.

40. The UGG® Classic Ultra Mini, the embodiment of the Classic Ultra Mini Trade Dress, is one of the most well-recognized and commercially successful styles of UGG® brand of footwear products, having been featured in many of Deckers' advertising and promotional materials as well as in various trade publications. The UGG® Classic Ultra Mini has received a large volume of unsolicited media attention, for example, through various celebrities seen wearing the UGG® Classic Ultra Mini and graced the pages of many popular magazines nationwide and internationally.

41. Deckers has spent substantial time, effort, and money in designing, developing, advertising, promoting, and marketing the UGG® brand and its line of footwear embodying the Classic Ultra Mini Trade Dress. Deckers spends millions of dollars annually on advertising of UGG® products, including footwear embodying the

1 Classic Ultra Mini Trade Dress.

2 42. Due to its long use, extensive sales, and significant advertising and
3 promotional activities, Deckers' Classic Ultra Mini Trade Dress has achieved
4 widespread acceptance and recognition among the consuming public and trade
5 throughout the United States. Indeed, Deckers has sold millions of dollars' worth of
6 UGG® Classic Ultra Mini boots, the embodiment of the Classic Ultra Mini Trade Dress.
7 Accordingly, the Classic Ultra Mini Trade Dress has achieved a high degree of
8 consumer recognition and secondary meaning, which serves to identify Deckers as the
9 exclusive source of footwear featuring said trade dress.

10 43. Upon information and belief, Defendants are competitors of Deckers and
11 Defendants introduced Accused Products into the stream of commerce in an effort to
12 exploit Deckers' goodwill and the reputation of the UGG® Classic Ultra Mini.

13 44. The Accused Products manufactured, imported, distributed, advertised,
14 offered for sale, and/or sold by Defendants bear confusingly similar reproductions of
15 the Classic Ultra Mini Trade Dress, such as to cause a likelihood of confusion as to the
16 source, sponsorship or approval by Deckers of the Accused Products.

17 45. Defendants' use of the Classic Ultra Mini Trade Dress is without Deckers'
18 permission or authorization, and in total disregard of Deckers' rights to control its
19 intellectual property. There are numerous other shoe designs in the footwear industry,
20 none of which necessitate copying or imitating the Classic Ultra Mini Trade Dress.

21 46. Defendants' use of the Classic Ultra Mini Trade Dress is likely to lead to
22 and result in confusion, mistake, or deception, and is likely to cause the public to believe
23 that Accused Products are produced, sponsored, authorized, or licensed by or are
24 otherwise connected or affiliated with Deckers.

25 47. As a direct and proximate result of the foregoing acts, Deckers has suffered
26 and will continue to suffer significant injuries in an amount to be determined at trial.
27 Deckers is entitled to recover all damages, including attorneys' fees, that it has sustained
28 and will sustain, and all gains, profits and advantages obtained by Defendants as a result

1 of its infringing acts.

2 48. Furthermore, unless Defendants' unlawful acts are enjoined by this Court,
3 there is no adequate remedy at law that can fully compensate Deckers for the harm
4 caused by Defendants' infringement, which is ongoing. Accordingly, Deckers is
5 entitled to injunctive relief prohibiting Defendants from continuing to infringe the
6 Classic Ultra Mini Trade Dress, or any designs confusingly similar thereto.

7 **THIRD CLAIM FOR RELIEF**

8 **(Trade Dress Infringement– California Common Law)**

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

11 50. Defendants' infringement of the Neumel Trade Dress and Classic Ultra
12 Mini Trade Dress also constitutes trade dress infringement under common law of the
13 state of California.

14 51. The Accused Products manufactured, imported, distributed, advertised,
15 offered for sale, and/or sold by Defendants bear confusingly similar reproductions of
16 the Neumel Trade Dress and Classic Ultra Mini Trade Dress such as to cause a
17 likelihood of confusion as to the source, sponsorship or approval by Deckers of the
18 Accused Products.

19 52. Defendants' unauthorized use of the Neumel Trade Dress and Classic Ultra
20 Mini Trade Dress has caused and is likely to cause confusion as to the source of Accused
21 Products among consumers.

22 53. As a direct and proximate result of the foregoing acts, Deckers has suffered
23 and will continue to suffer significant injuries in an amount to be determined at trial.
24 Deckers is entitled to recover all damages, including attorneys' fees, that it has sustained
25 on account of Defendants' infringement, and all gains, profits and advantages obtained
26 by Defendants as a result of its unlawful acts.

27 54. Defendants' unlawful acts were willful, deliberate, and intended to cause
28 confusion among the public, taken in reckless disregard of Deckers' rights. As such, an

1 award of exemplary and punitive damages is necessary in an amount sufficient to deter
2 similar misconduct in the future.

3 55. Furthermore, unless Defendants' unlawful acts are enjoined by this Court,
4 there is no adequate remedy at law that can fully compensate Deckers for the damages
5 caused by Defendants' infringement, which is ongoing. Accordingly, Deckers is
6 entitled to injunctive relief prohibiting Defendants from continuing to infringe the
7 Neumel Trade Dress and/or the Classic Ultra Mini Trade Dress, or any designs
8 confusingly similar thereto.

9 **FOURTH CLAIM FOR RELIEF**

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

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

13 57. Defendants' misappropriation and unauthorized use of the Neumel Trade
14 Dress and Classic Ultra Mini Trade Dress to promote the Accused Products is likely to
15 confuse or mislead consumers into believing that such products are authorized, licensed,
16 affiliated, sponsored, and/or approved by Deckers, constituting deceptive, unfair, and
17 fraudulent business practices and unfair competition in violation of the California
18 Unfair Business Practices Act, Cal. Bus. & Prof. Code, § 17200 *et. seq.*

19 58. Upon information and belief, Defendants' deceptive, unfair, and
20 fraudulent business practices were willfully undertaken with full knowledge of the
21 Neumel Trade Dress and with the intent to misappropriate Deckers' goodwill and
22 reputation established in the UGG® Neumel boot.

23 59. Upon information and belief, Defendants' deceptive, unfair, and
24 fraudulent business practices were willfully undertaken with full knowledge of the
25 Classic Ultra Mini Trade Dress and with the intent to misappropriate Deckers' goodwill
26 and reputation established in the UGG® Classic Ultra Mini.

27 60. As a direct and proximate result of the foregoing acts, Deckers has suffered
28 and will continue to suffer significant injuries in an amount to be determined at trial.

Deckers is entitled to all available relief provided for under the California Unfair Business Practices Act, Cal. Bus. & Prof. Code, § 17200 *et. seq.*, including an accounting and disgorgement of all illicit profits that Defendants made on account of its deceptive, unfair, and fraudulent business practices. Furthermore, because Deckers has no adequate remedy at law for Defendants' ongoing unlawful conduct, Deckers is entitled to injunctive relief prohibiting Defendants from unfair competition.

FIFTH CLAIM FOR RELIEF

(Unfair Competition – California Common Law)

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

62. Defendants' misappropriation and unauthorized use of the Neumel Trade Dress and Classic Ultra Mini Trade Dress to promote the Accused Products also constitutes unfair competition in violation of common law of the state of California.

63. Deckers has expended substantial time, resources and effort in creating and developing UGG® footwear, including:

a. the UGG® Neumel boot, the embodiment of the Neumel Trade Dress, which consumers recognize as originating from Deckers; and

b. the UGG® Classic Ultra Mini, the embodiment of the Classic Ultra Mini Trade Dress, which consumers recognize as originating from Deckers.

64. Upon information and belief, Defendants introduced Accused Products into the stream of commerce in order to exploit Deckers' goodwill and the reputation established in the UGG® Neumel boot and the UGG® Classic Ultra Mini for Defendants' own pecuniary gain.

65. Defendants' unauthorized use of the Neumel Trade Dress and Classic Ultra Mini Trade Dress resulted in Defendants unfairly benefitting from Deckers' goodwill and the reputation established in the UGG® Neumel boot and UGG® Classic Ultra Mini.

66. Upon information and belief, Defendants' unlawful acts are willful, deliberate, and intended to cause confusion among the public and taken in reckless disregard of Deckers' rights. As such, an award of exemplary and punitive damages is necessary in an amount sufficient to deter similar misconduct in the future.

67. 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 damages, including attorneys' fees, that Deckers has sustained on account of Defendants' unfair competition, and all gains, profits and advantages obtained by Defendants as a result of its unlawful acts. Furthermore, because Deckers has no adequate remedy at law for Defendants' ongoing unlawful conduct, Deckers is entitled to injunctive relief prohibiting Defendants from unfair competition.

SIXTH CLAIM FOR RELIEF

(Patent Infringement – U.S. Pat. No. D927,161)

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

69. In order to protect its valuable brands, Deckers owns a number of patents covering various styles of footwear it markets, including the UGG® Classic Ultra Mini described herein. These patents include U.S. Pat. No. D927,161 (“the ‘161 Patent”) issued on August 10, 2021, a true and correct copy of which is attached hereto as **Exhibit A** and incorporated herein.

70. Deckers is the owner by assignment of all rights, title and interest in and to the ‘161 Patent issued in August 2021. Deckers marked substantially all footwear products embodying the design of the ‘161 Patent with “Patent # D927,161”, and/or via virtual patent marking on a product label in compliance with 35 U.S.C. § 287, putting Defendants on notice of the ‘161 Patent.

71. Defendants have produced, imported into the U.S., distributed, advertised, marketed, offered for sale, and/or sold within the United States the Accused Products

1 which bear a design substantially similar to the ornamental design of the ‘161 Patent,
2 in violation of 35 U.S.C. § 271.

3 72. Deckers has not granted a license or given Defendants any form of
4 permission to the ‘161 Patent and Defendants’ infringement of the ‘161 Patent is
5 without Deckers’ permission or authority and in total disregard of Deckers’ intellectual
6 property rights.

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

12 74. Upon information and belief, Defendants’ infringing acts were willful,
13 deliberate, and taken in reckless disregard of the ‘161 Patent despite having been put on
14 notice through Deckers’ patent marking. Defendants took these actions knowing the
15 objectively high likelihood that such actions constituted infringement of the ‘161 Patent.
16 As Defendants’ willful acts render this an exceptional case, Deckers is entitled to
17 enhanced damages and reasonable attorney fees under 35 U.S.C. § 284.

18 75. Furthermore, unless Defendants’ unlawful acts are enjoined by this Court,
19 there is no adequate remedy at law that can fully compensate Deckers for the harm
20 caused by Defendants’ infringement of the ‘161 Patent, which is ongoing. Accordingly,
21 Deckers is entitled to injunctive relief under 35 U.S.C. § 283 prohibiting Defendants
22 from continuing to infringe the ‘161 Patent.

23 **SEVENTH CLAIM FOR RELIEF**

24 **(Patent Infringement – U.S. Pat. No. D927,160)**

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

27 77. In order to protect its valuable brands, Deckers owns a number of patents
28 covering various styles of footwear it markets, including the UGG® Classic Femme

1 Mini boot described herein. These patents include U.S. Pat. No. D927,160 (“the ‘160
2 Patent”) issued on August 10, 2021, a true and correct copy of which is attached hereto
3 as **Exhibit B** and incorporated herein.

4 78. Deckers is the owner by assignment of all rights, title and interest in and
5 to the ‘160 Patent and Deckers has marked substantially all footwear products
6 embodying the design of the ‘160 Patent with “Patent # D927,160”, and/or via virtual
7 patent marking on a product label in compliance with 35 U.S.C. § 287, putting
8 Defendants on notice of the ‘160 Patent.

9 79. Defendants have produced, imported into the U.S., distributed, advertised,
10 marketed, offered for sale, and/or sold within the United States the Accused Products
11 which bear a design substantially similar to the ornamental design of the ‘160 Patent,
12 in violation of 35 U.S.C. § 271.

13 80. Deckers has not granted a license or given Defendants any form of
14 permission to the ‘160 Patent and Defendants’ infringement of the ‘160 Patent is
15 without Deckers’ permission or authority and in total disregard of Deckers’ intellectual
16 property rights.

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

22 82. Upon information and belief, Defendants’ infringing acts were willful,
23 deliberate, and taken in reckless disregard of the ‘160 Patent despite having been put on
24 notice through Deckers’ patent marking. Defendants took these actions knowing the
25 objectively high likelihood that such actions constituted infringement of the ‘160 Patent.
26 As Defendants’ willful acts render this an exceptional case, Deckers is entitled to
27 enhanced damages and reasonable attorney fees under 35 U.S.C. § 284.

28 83. Furthermore, unless Defendants’ unlawful acts are enjoined by this Court,

1 there is no adequate remedy at law that can fully compensate Deckers for the harm
2 caused by Defendants' infringement of the '160 Patent, which is ongoing. Accordingly,
3 Deckers is entitled to injunctive relief under 35 U.S.C. § 283 prohibiting Defendants
4 from continuing to infringe the '160 Patent.

5 **EIGHTH CLAIM FOR RELIEF**

6 **(Patent Infringement – U.S. Pat. No. D790,186)**

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

9 85. In order to protect its valuable brands, Deckers owns a number of patents
10 covering various styles, including the UGG® Cuff Upper described herein. These
11 patents include U.S. Pat. No. D790,186 ("the '186 Patent") issued on June 27, 2017, a
12 true and correct copy of which is attached hereto as **Exhibit C** and incorporated herein.

13 86. Deckers is the owner by assignment of all rights, title and interest in and
14 to the '186 Patent and Deckers has marked substantially all footwear products
15 embodying the design of the '186 Patent with "Patent # D790,186", and/or via virtual
16 patent marking on a product label in compliance with 35 U.S.C. § 287, putting
17 Defendants on notice of the '186 Patent.

18 87. Defendants have produced, imported into the U.S., distributed, advertised,
19 marketed, offered for sale, and/or sold within the United States the Accused Products
20 which bear a design substantially similar to the ornamental design of the '186 Patent,
21 in violation of 35 U.S.C. § 271.

22 88. Deckers has not granted a license or given Defendants any form of
23 permission to the '186 Patent and Defendants' infringement of the '186 Patent is
24 without Deckers' permission or authority and in total disregard of Deckers' intellectual
25 property rights.

26 89. As a direct and proximate result of the foregoing acts, Deckers has suffered
27 and will continue to suffer significant injuries in an amount to be determined at trial.
28 Deckers is entitled to recover all damages sustained on account of Defendants'

1 infringement, and all gains, profits and advantages obtained by Defendants under 35
2 U.S.C. §§ 284 and 289.

3 90. Upon information and belief, Defendants' infringing acts were willful,
4 deliberate, and taken in reckless disregard of the '186 Patent despite having been put on
5 notice through Deckers' patent marking. Defendants took these actions knowing the
6 objectively high likelihood that such actions constituted infringement of the '186 Patent.
7 As Defendants' willful acts render this an exceptional case, Deckers is entitled to
8 enhanced damages and reasonable attorney fees under 35 U.S.C. § 284.

9 91. Furthermore, unless Defendants' unlawful acts are enjoined by this Court,
10 there is no adequate remedy at law that can fully compensate Deckers for the harm
11 caused by Defendants' infringement of the '186 Patent, which is ongoing. Accordingly,
12 Deckers is entitled to injunctive relief under 35 U.S.C. § 283 prohibiting Defendants
13 from continuing to infringe the '186 Patent.

14 **NINTH CLAIM FOR RELIEF**

15 **(Patent Infringement – U.S. Pat. No. D774,736)**

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

18 93. In order to protect its valuable brands, Deckers owns a number of patents
19 covering various styles, including the UGG® Classic Slipper described herein. These
20 patents include U.S. Pat. No. D774,736 ("the '736 Patent") issued on December 27,
21 2016, a true and correct copy of which is attached hereto as **Exhibit D** and incorporated
22 herein.

23 94. Deckers is the owner by assignment of all rights, title and interest in and
24 to the '736 Patent and Deckers has marked substantially all footwear products
25 embodying the design of the '736 Patent with "Patent # D774,736", and/or via virtual
26 patent marking on a product label in compliance with 35 U.S.C. § 287, putting
27 Defendants on notice of the '736 Patent.

28 95. Defendants have produced, imported into the U.S., distributed, advertised,

1 marketed, offered for sale, and/or sold within the United States the Accused Products
2 which bear a design substantially similar to the ornamental design of the '736 Patent,
3 in violation of 35 U.S.C. § 271.

4 96. Deckers has not granted a license or given Defendants any form of
5 permission to the '736 Patent and Defendants' infringement of the '736 Patent is
6 without Deckers' permission or authority and in total disregard of Deckers' intellectual
7 property rights.

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

13 98. Upon information and belief, Defendants' infringing acts were willful,
14 deliberate, and taken in reckless disregard of the '736 Patent despite having been put on
15 notice through Deckers' patent marking. Defendants took these actions knowing the
16 objectively high likelihood that such actions constituted infringement of the '736 Patent.
17 As Defendants' willful acts render this an exceptional case, Deckers is entitled to
18 enhanced damages and reasonable attorney fees under 35 U.S.C. § 284.

19 99. Furthermore, unless Defendants' unlawful acts are enjoined by this Court,
20 there is no adequate remedy at law that can fully compensate Deckers for the harm
21 caused by Defendants' infringement of the '736 Patent, which is ongoing. Accordingly,
22 Deckers is entitled to injunctive relief under 35 U.S.C. § 283 prohibiting Defendants
23 from continuing to infringe the '736 Patent.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff Deckers Outdoor Corporation respectfully prays for
26 judgment against Defendants Next Step Group, Inc. and DOES 1-10 as follows:

27 100. A judgment that Defendants infringed Deckers' Neumel Trade Dress,
28 Classic Ultra Mini Trade Dress, and U.S. Pat. Nos. D790,186, D774,736, D927,161 and

1 D927,160;

2 101. An order permanently enjoining and restraining Defendants, their agents,
3 servants, employees, officers, associates, and all persons acting in concert with any of
4 them from infringing Deckers' intellectual property at issue, including but not limited
5 to infringing acts such as:

6 a. manufacturing, importing, advertising, marketing, promoting,
7 supplying, distributing, offering for sale, or selling Accused Products or any
8 other products that bear an identical or confusingly similar design as Deckers'
9 Neumel Trade Dress and/or the Classic Ultra Mini Trade Dress;

10 b. manufacturing, importing, advertising, marketing, promoting,
11 supplying, distributing, offering for sale, or selling Accused Products or any
12 other products that infringe the '186 Patent, '736 Patent, '161 Patent and/or
13 '160 Patent;

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

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

22 102. An order requiring Defendants to recall from any distributors and retailers
23 and to deliver to Deckers for destruction any Accused Products, including the means of
24 making such products;

25 103. An order requiring Defendants to file with this Court and serve on Deckers
26 within thirty (30) days after entry of the injunction, a report in writing and under oath
27 setting forth the manner in which Defendants complied with the injunction;

28 104. An order for an accounting of all gains, profits and advantages derived by

1 Defendants on account of the unlawful acts complained of herein pursuant to 15 U.S.C.
2 § 1117(a), Cal. Bus. & Prof. Code, § 17200 *et. seq.*, and any other applicable federal
3 statute or California state and common law;

4 105. An award of damages equal to Defendants' profits and all damages
5 sustained by Deckers as a result of Defendants' wrongful acts;

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

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

10 108. All other relief that the Court may deem just and proper.
11

12 Dated: January 25, 2023 **BLAKELY LAW GROUP**
13

14 By: /s/ Jamie Fountain
15 Brent H. Blakely
16 Jamie Fountain
17 **Attorneys for Plaintiff**
18 **Deckers Outdoor Corporation**
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28

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Deckers Outdoor Corporation hereby demands a trial by jury as to all claims in this Civil Action.

Dated: January 25, 2023 **BLAKELY LAW GROUP**

By: /s/ Jamie Fountain
Brent H. Blakely
Jamie Fountain
Attorneys for Plaintiff
Deckers Outdoor Corporation

EXHIBIT A



US00D927161S

(12) **United States Design Patent** (10) **Patent No.:** **US D927,161 S**
Frain Terras (45) **Date of Patent:** **** Aug. 10, 2021**

(54) **FOOTWEAR UPPER** 1,502,559 A * 7/1924 Giblin A43B 3/101 36/17 A
 (71) Applicant: **Deckers Outdoor Corporation**, Goleta, CA (US) 1,663,376 A * 3/1928 Koller A43B 3/101 36/9 R
 (72) Inventor: **Helene Anne Frain Terras**, Santa Barbara, CA (US) D138,222 S * 7/1944 Camerle D2/921
 D139,147 S * 10/1944 Britton D2/910
 D146,929 S * 6/1947 Silver D2/910
 D168,744 S * 2/1953 Hiestand D2/924
 D227,197 S * 6/1973 Fukuoka D2/910
 (Continued)

(**) Term: **15 Years**

FOREIGN PATENT DOCUMENTS

(21) Appl. No.: **29/712,480**

CN 304964897 * 12/2018

(22) Filed: **Nov. 8, 2019**

OTHER PUBLICATIONS

(51) **LOC (13) Cl.** **02-04**

UGG, style "UGG Classic Mini"; on sale or in public use at least as early as Aug. 2006, www.zappos.com/ugg-classic-mini-sand.

(52) **U.S. Cl.**

(Continued)

(58) **Field of Classification Search**

USPC D2/896, 901–905, 909–916, 918, D2/919–922, 923–925, 935, 943, 944, D2/961, 969, 970, 971, 979; 36/83, 84
 CPC A43B 23/022; A43B 23/0225; A43B 23/0235; A43B 23/024; A43B 23/027; A43B 23/04; A43B 23/045; A43B 23/047; A43B 23/00; A43B 23/02; A43B 23/0205; A43B 23/021; A43B 23/0215; A43B 3/02; A43B 3/04; A43B 3/06; A43B 3/08; A43B 1/00; A43B 1/02; A43B 1/04; A43B 1/06; A43B 1/08; A43B 1/10; A43B 1/14; A43B 5/00; A43B 5/002; A43B 5/006; A43B 5/04; A43B 5/0401; A43B 5/0405; A43B 5/06; A43B 5/08; A43B 5/10; A43B 5/16; A43B 5/1616; A43B 11/00; A43B 11/02
 See application file for complete search history.

Primary Examiner — Elizabeth J Oswecki

Assistant Examiner — Yelizaveta Y Masalimova

(74) *Attorney, Agent, or Firm* — Greer, Burns & Crain, Ltd.

(57) **CLAIM**

The ornamental design for a footwear upper, as shown and described.

DESCRIPTION

FIG. 1 is a front perspective view of a footwear upper showing my new design;

FIG. 2 is a side elevational view thereof;

FIG. 3 is an opposite side elevational view thereof;

FIG. 4 is a front elevational view thereof;

FIG. 5 is a rear elevational view thereof;

FIG. 6 is a top plan view thereof; and,

FIG. 7 is a bottom plan view thereof.

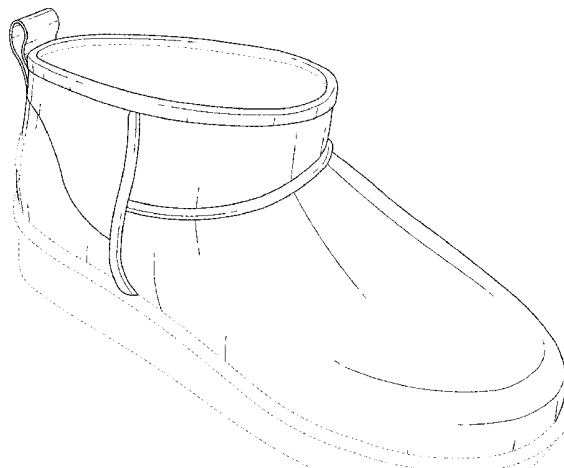
The broken lines in FIGS. 1-7 represent portions of the footwear that form no part of the claimed design.

1 Claim, 3 Drawing Sheets

(56) **References Cited**

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D608,987 S * 2/2010 Taplin D2/909
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UGG, style “UGG Classic Mini II”; On sale or in public use at least as early as Dec. 2017, <https://www.zappos.com/p/ugg-classic-mini-ii/product/8733926>.

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U.S. Patent

Aug. 10, 2021

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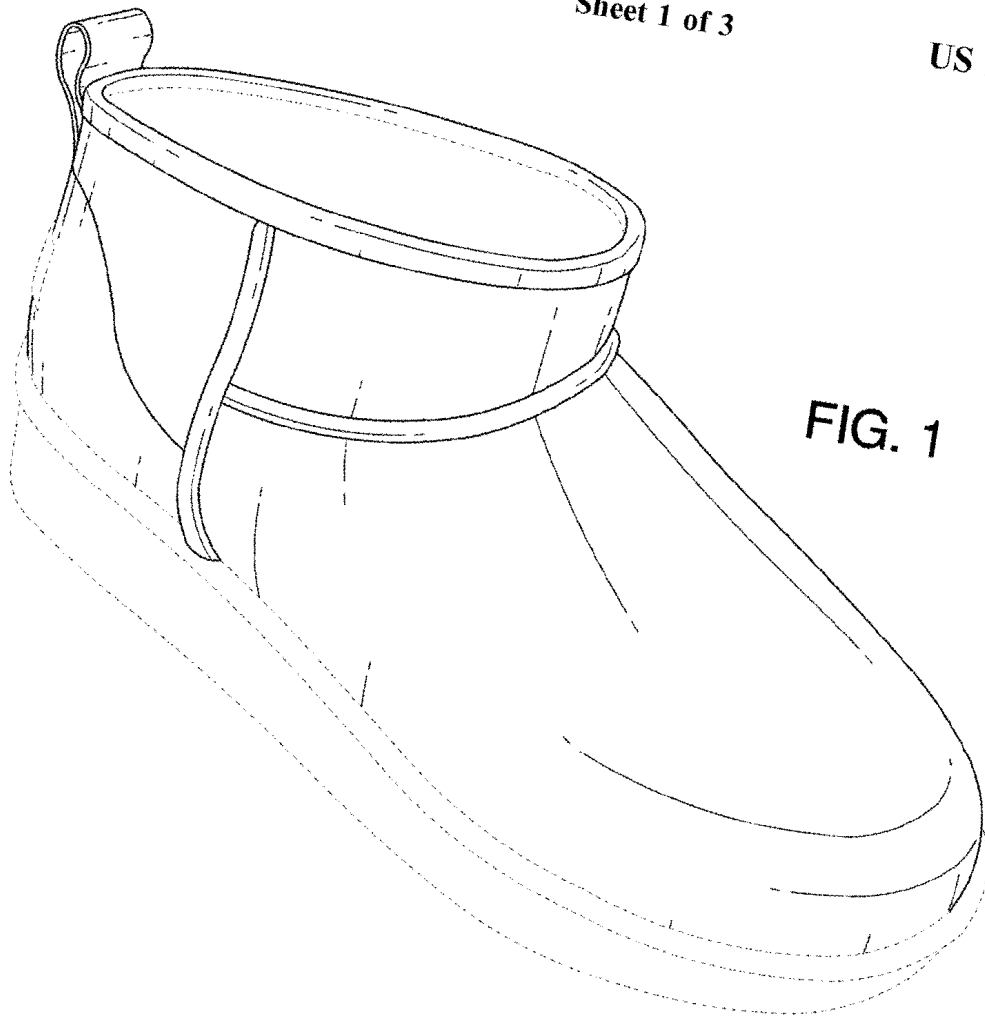


FIG. 1

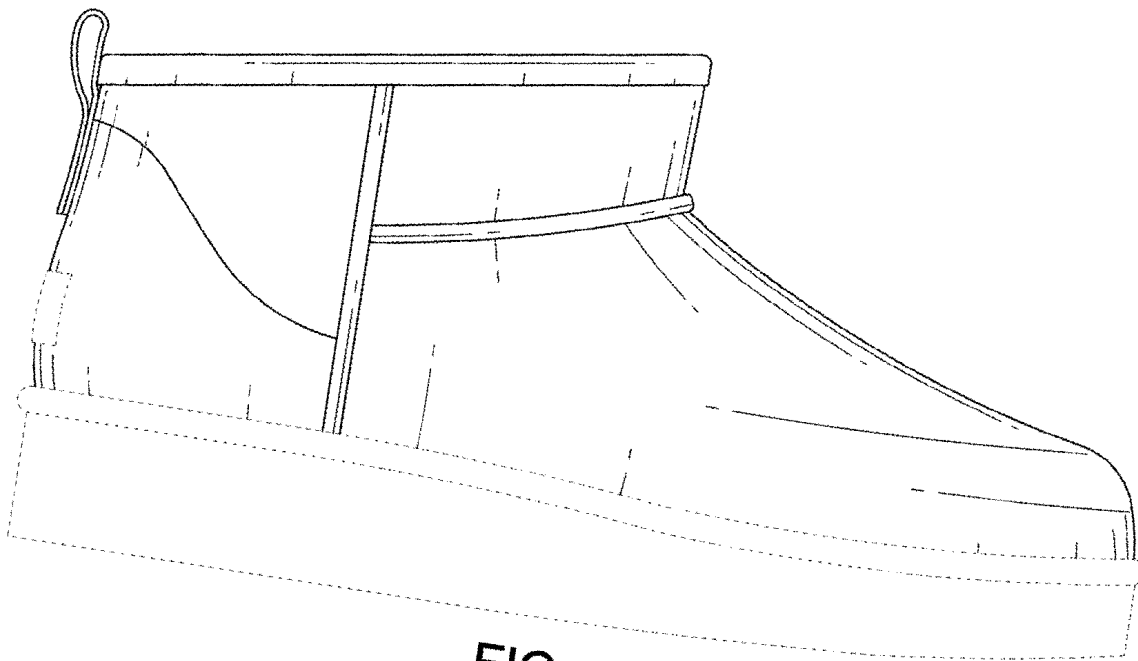


FIG. 2

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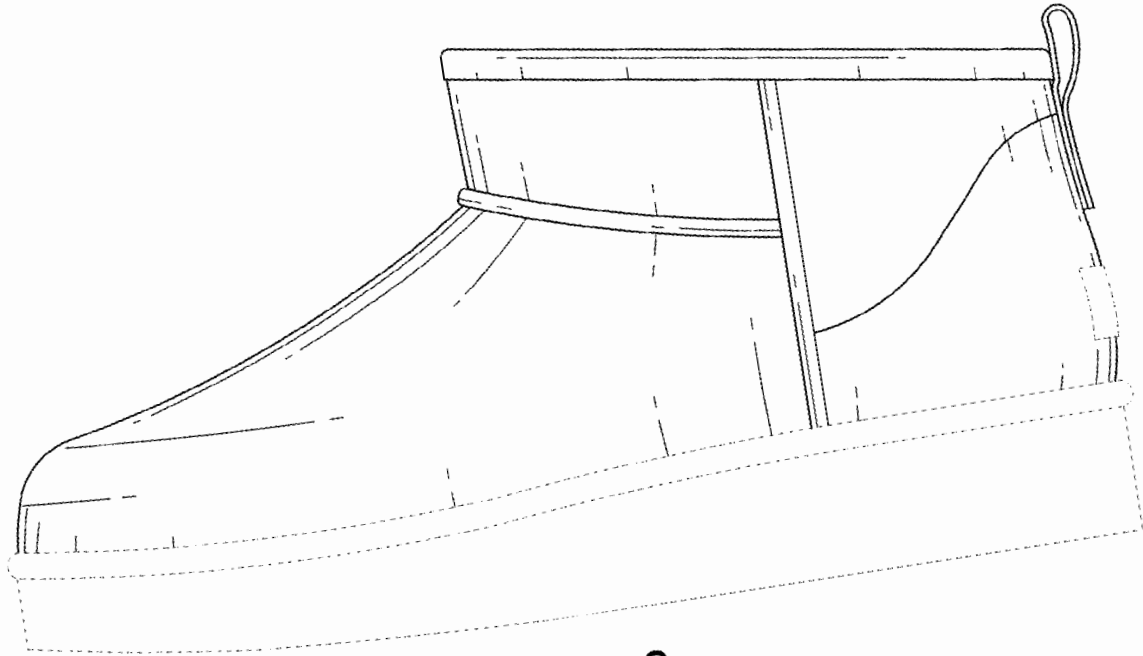


FIG. 3

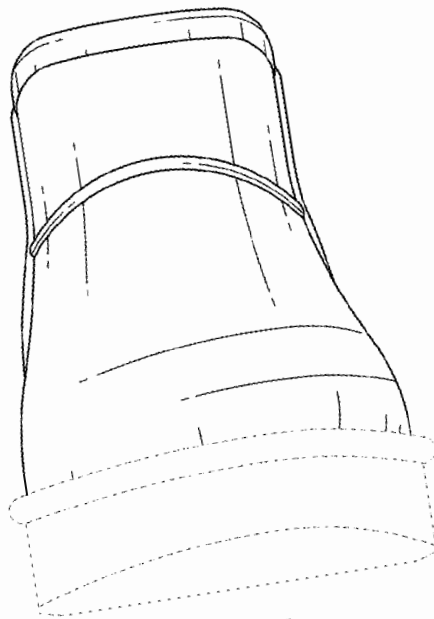


FIG. 4

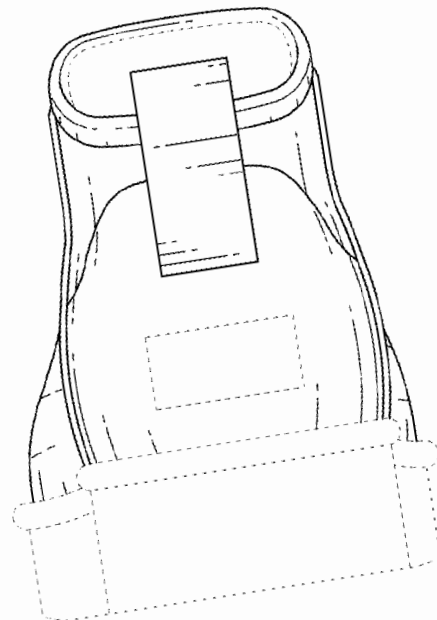


FIG. 5

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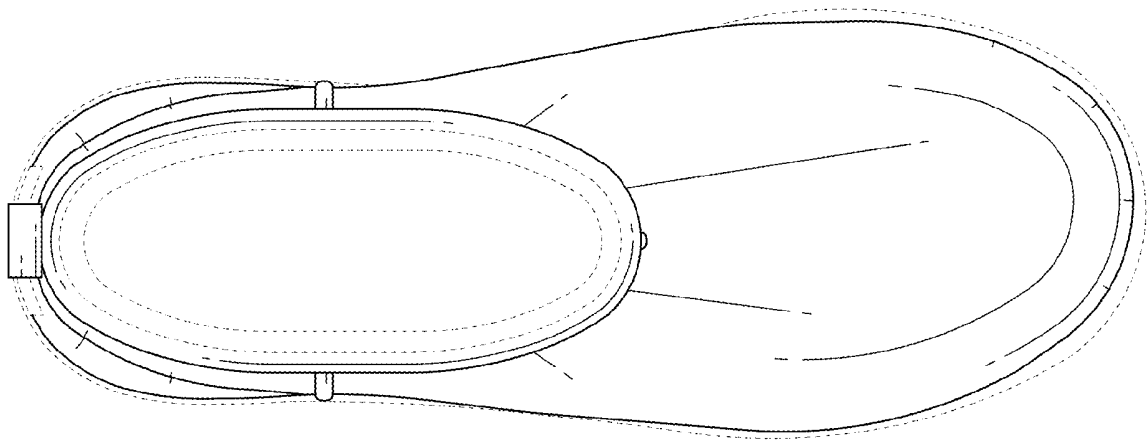


FIG. 6

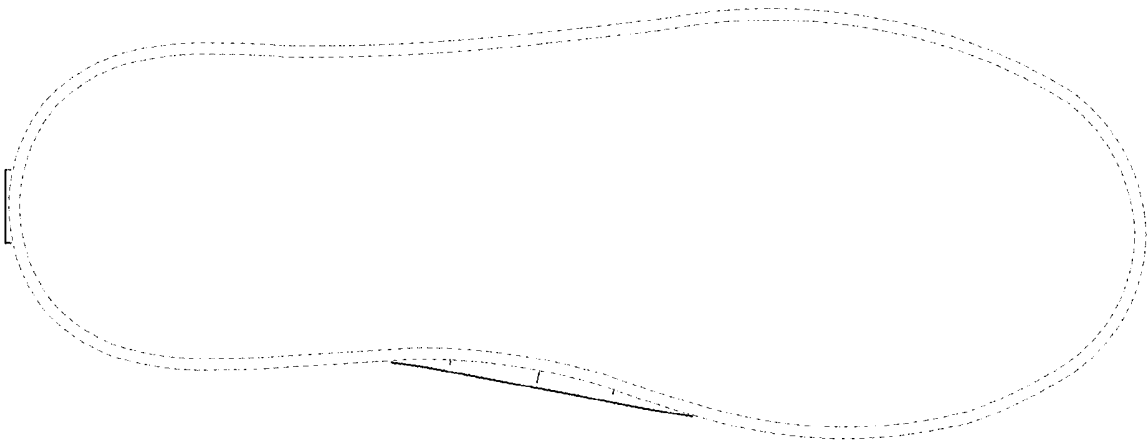


FIG. 7

EXHIBIT B



US00D927160S

(12) **United States Design Patent** (10) **Patent No.:** **US D927,160 S**
Kim (45) **Date of Patent:** **** Aug. 10, 2021**

(54) **FOOTWEAR UPPER**

(71) Applicant: **Deckers Outdoor Corporation**, Goleta, CA (US)

(72) Inventor: **Esther Kim**, Santa Barbara, CA (US)

(73) Assignee: **Deckers Outdoor Corporation**, Goleta, CA (US)

(**) Term: **15 Years**

(21) Appl. No.: **29/712,478**

(22) Filed: **Nov. 8, 2019**

(51) **LOC (13) Cl.** **02-04**

(52) **U.S. Cl.**

USPC **D2/970; D2/910**

(58) **Field of Classification Search**

USPC D2/896, 901–905, 909–916, 918,
D2/919–922, 923–925, 935, 943, 944,
D2/961, 969, 970, 971, 979; 36/83, 84
CPC A43B 23/022; A43B 23/0225; A43B
23/0235; A43B 23/024; A43B 23/027;
A43B 23/04; A43B 23/045; A43B
23/047; A43B 23/00; A43B 23/02; A43B
23/0205; A43B 23/021; A43B 23/0215;
A43B 3/02; A43B 3/04; A43B 3/06;
A43B 3/08; A43B 1/00; A43B 1/02;
A43B 1/04; A43B 1/06; A43B 1/08;
A43B 1/10; A43B 1/14; A43B 5/00;
A43B 5/002; A43B 5/006; A43B 5/04;
A43B 5/0401; A43B 5/0405; A43B 5/06;
A43B 5/08; A43B 5/10; A43B 5/16;
A43B 5/1616

See application file for complete search history.

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D319,332 S * 8/1991 Itzkowitz D2/910
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(Continued)

Primary Examiner — Elizabeth J Osweck

Assistant Examiner — Yelizaveta Y Masalimova

(74) *Attorney, Agent, or Firm* — Greer, Burns & Crain, Ltd.

(57)

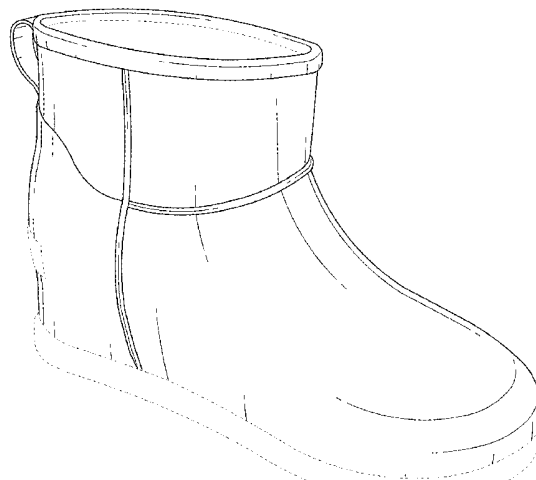
CLAIM

The ornamental design for a footwear upper, as shown and described.

DESCRIPTION

FIG. 1 is a front perspective view of a footwear upper showing my new design;
FIG. 2 is a side elevational view thereof;
FIG. 3 is an opposite side elevational view thereof;
FIG. 4 is a front elevational view thereof;
FIG. 5 is a rear elevational view thereof;
FIG. 6 is a top plan view thereof; and,
FIG. 7 is a bottom plan view thereof.
The broken lines in FIGS. 1-7 represent portions of the footwear that form no part of the claimed design.

1 Claim, 3 Drawing Sheets



US D927,160 S

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D648,928	S *	11/2011	Flenley		D2/910
D668,026	S *	10/2012	Zacharias		D2/910
D704,426	S *	5/2014	Dillenbeck		D2/970
D707,944	S	7/2014	Spring		
D741,579	S *	10/2015	McMillan		D2/910
D755,494	S *	5/2016	Todd		D2/970
D772,548	S *	11/2016	Radabaugh		D2/970
D774,736	S *	12/2016	Shen		D2/924
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Compilation of covered wedge booties from brands: Frye, Miz Mooz, Vince Camuto and Sole Society; on sale or published at least as early as Nov. 30, 2014 <https://www.amazon.com/FYRE-Womens-Carson-Wedge-Bootie/dp/B00TXDFD7A> https://shop.nordstrom.com/s/miz-mooz-west-boot/3484676?siteid=QFGLnEoIOWg-LSQUTQKSiA8YeNMK5qV2Vg&contextualcategoryid=0&fashionColor=Brown&origin=keywordsearch-personalizedsort&resultback=278&utm_source=rakuten&utm_medium=affiliate&utm_campaign=QFGLnEoIOWg&utm_content=1&utm_term=593440&utm_channel=affiliate_ret_p&sp_source=rakuten&sp_campaign=QFGLnEoIOWg <https://www.lollipuff.com/blog/106/vince-camuto-obsession-the-perfect-bootie-review> <https://www.qvc.com/Sole-Society-Suede-Wedge-Boots-wLace-Detail---Walker-product.A259495.html>.

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U.S. Patent

Aug. 10, 2021

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US D927,160 S

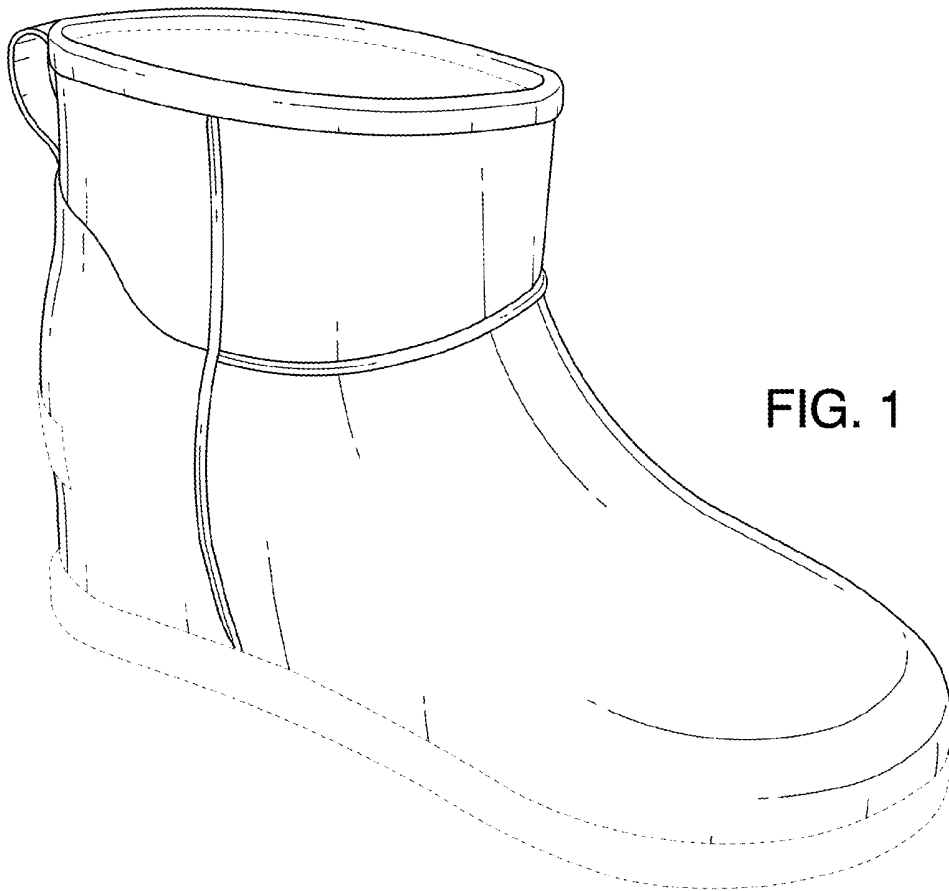


FIG. 1

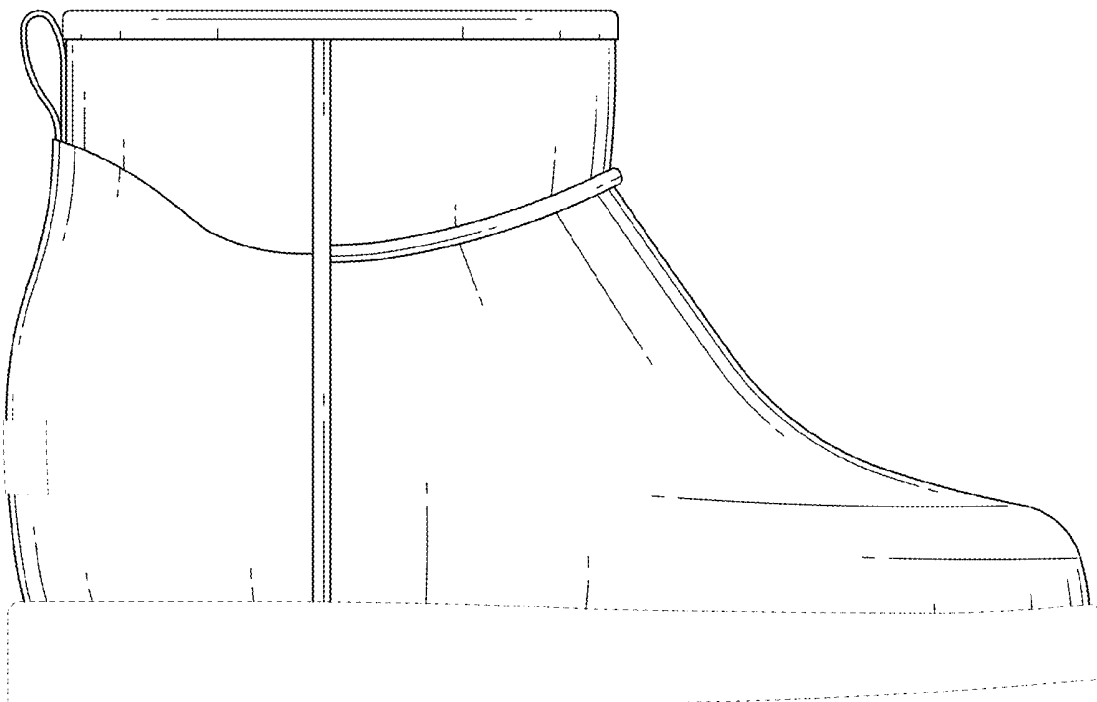


FIG. 2

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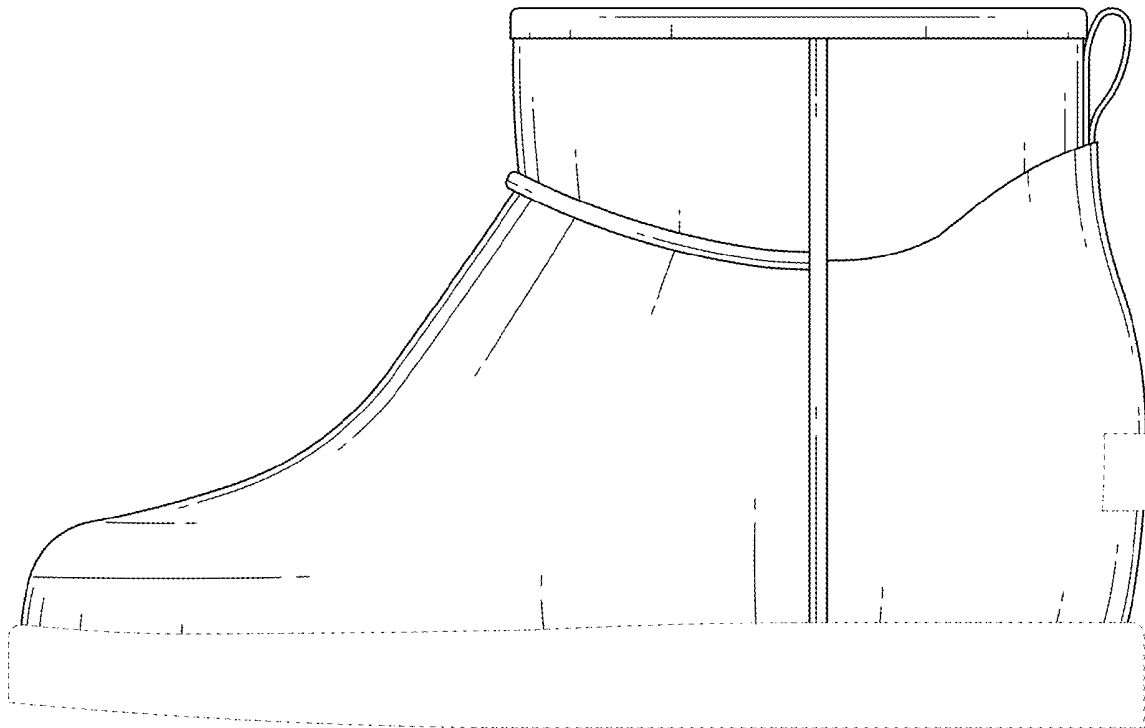


FIG. 3

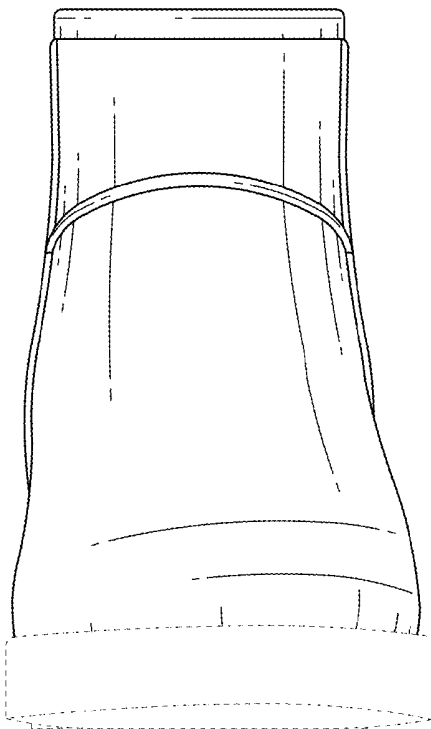


FIG. 4

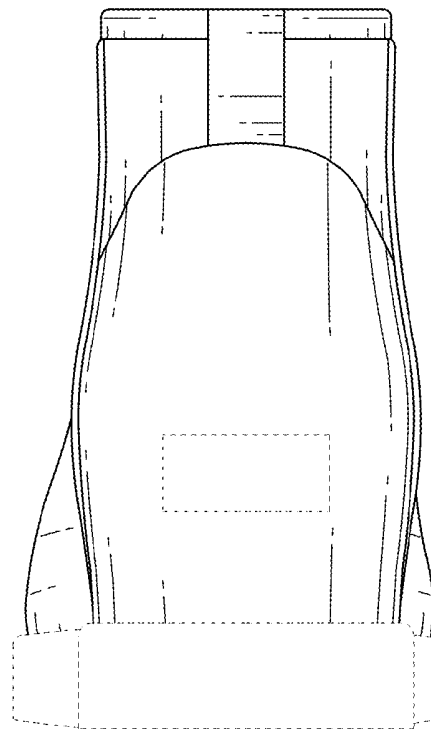


FIG. 5

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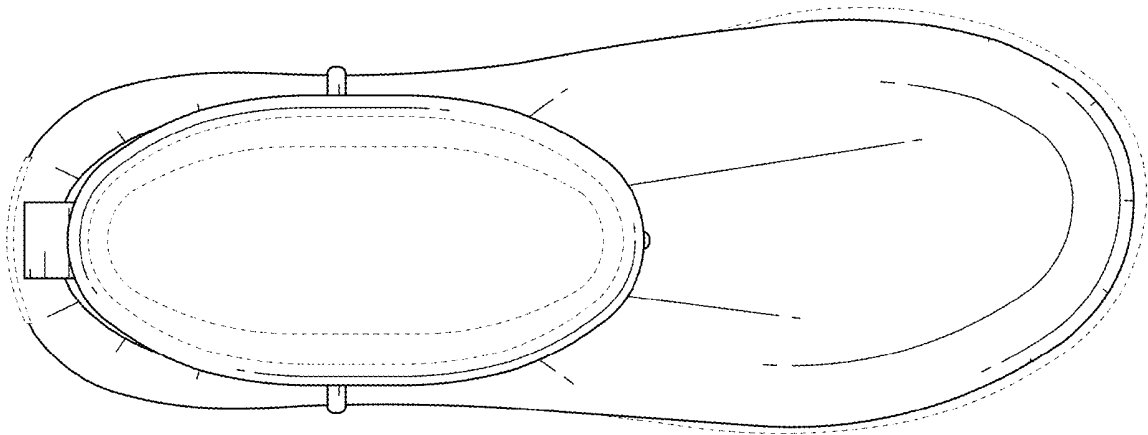


FIG. 6

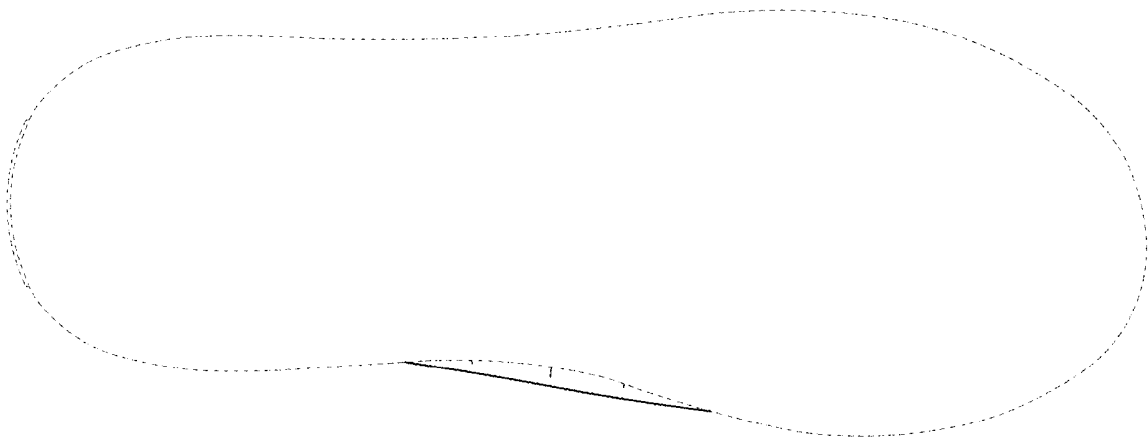


FIG. 7

EXHIBIT C



US00D790186S

(12) **United States Design Patent** (10) **Patent No.:** **US D790,186 S**
Chung (45) **Date of Patent:** **** Jun. 27, 2017**

(54) **FOOTWEAR UPPER**(71) Applicant: **Deckers Outdoor Corporation**, Goleta, CA (US)(72) Inventor: **Esther Chung**, Santa Barbara, CA (US)(73) Assignee: **Deckers Outdoor Corporation**, Goleta, CA (US)(**) Term: **15 Years**(21) Appl. No.: **29/564,134**(22) Filed: **May 11, 2016**(51) **LOC (10) Cl.** **02-04**(52) **U.S. Cl.** **D2/970**
USPC(58) **Field of Classification Search**USPC D2/896, 900, 909-911, 943, 946, 969,
D2/970, 974; 36/83, 1.5, 2 R, 109, 3 A,
36/7.1 R, 45, 52, 112, 100CPC .. A43B 7/12; A43B 5/004; A43B 3/02; A43B
23/02

See application file for complete search history.

(56) **References Cited****U.S. PATENT DOCUMENTS**

D319,332 S *	8/1991	Itzkowitz		D2/910
D575,495 S *	8/2008	Le		D2/970
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D616,190 S	5/2010	MacIntyre		

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(Continued)

Primary Examiner — Holly Baynham*Assistant Examiner* — Rashida C Walshon(74) *Attorney, Agent, or Firm* — Greer, Burns & Crain, Ltd.(57) **CLAIM**

The ornamental design for a footwear upper, as shown and described.

DESCRIPTION

FIG. 1 is a front perspective view of a footwear upper showing the new design;

FIG. 2 is a side elevational view thereof;

FIG. 3 is an opposite side elevational view thereof;

FIG. 4 is a front elevational view thereof;

FIG. 5 is a rear elevational view thereof;

FIG. 6 is a top plan view thereof;

FIG. 7 is a bottom plan view thereof;

FIG. 8 is a front perspective view of a second embodiment of footwear upper;

FIG. 9 is a side elevational view thereof;

FIG. 10 is an opposite side elevational view thereof;

FIG. 11 is a front elevational view thereof;

FIG. 12 is a rear elevational view thereof;

FIG. 13 is a top plan view thereof;

FIG. 14 is a bottom plan view thereof;

FIG. 15 is a front perspective view of a third embodiment of footwear upper;

FIG. 16 is a side elevational view thereof;

FIG. 17 is an opposite side elevational view thereof;

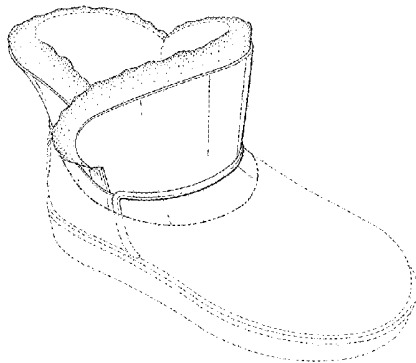
FIG. 18 is a front elevational view thereof;

FIG. 19 is a rear elevational view thereof;

FIG. 20 is a top plan view thereof; and,

FIG. 21 is a bottom plan view thereof.

The evenly spaced broken lines in FIGS. 1-21 represent portions of the footwear that form no part of the claimed design. The dash dot-dot dash broken lines immediately adjacent the solid-line portions of the footwear define the bounds of the claimed design form no part thereof.

1 Claim, 14 Drawing Sheets

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(56)

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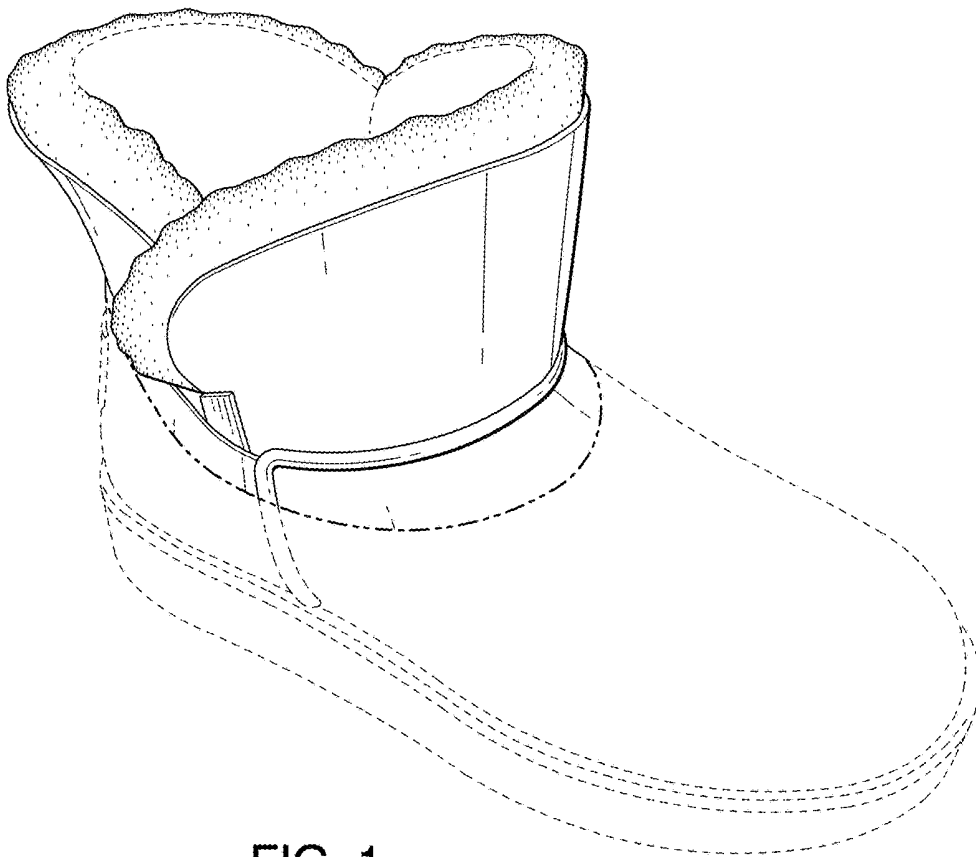


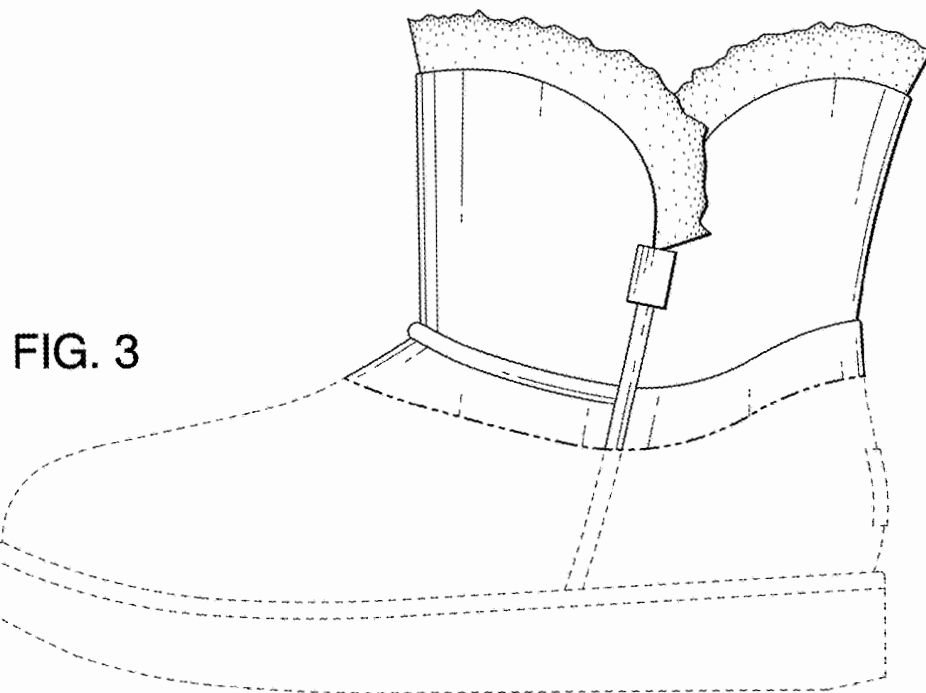
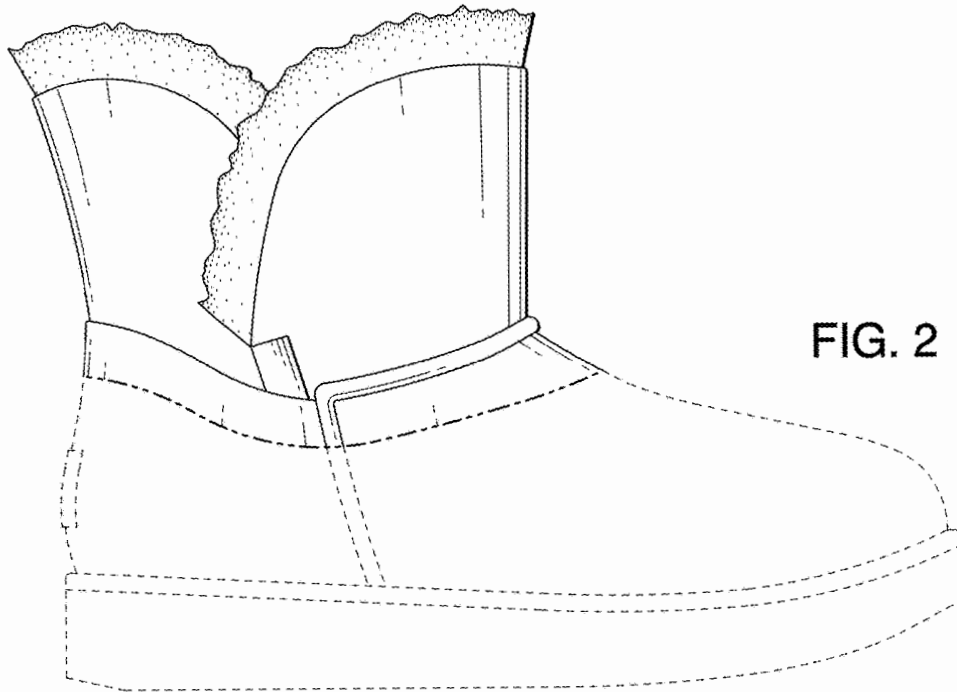
FIG. 1

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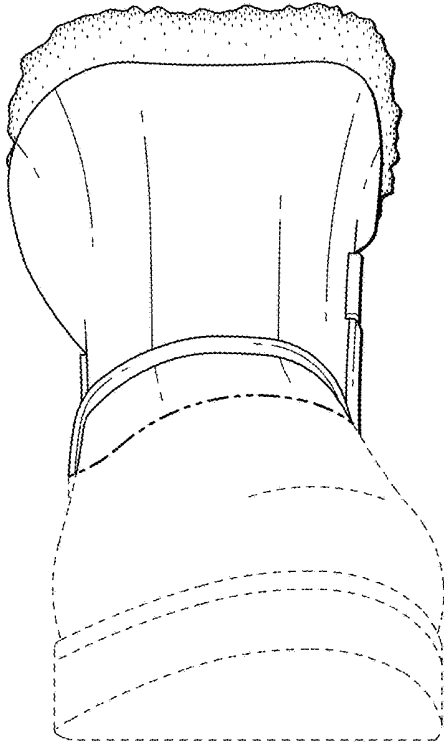


FIG. 4

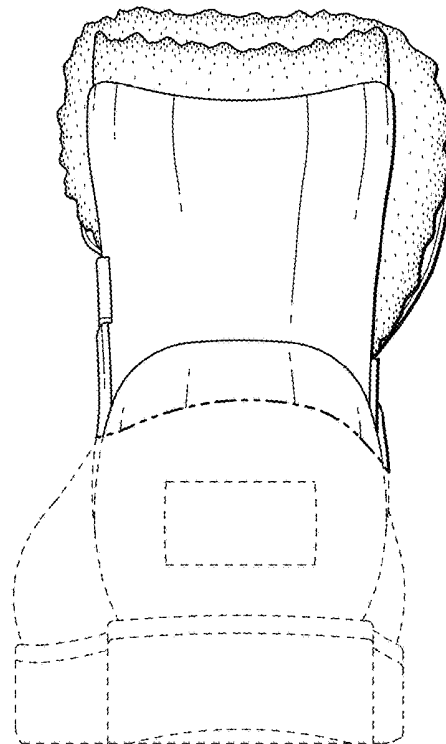


FIG. 5

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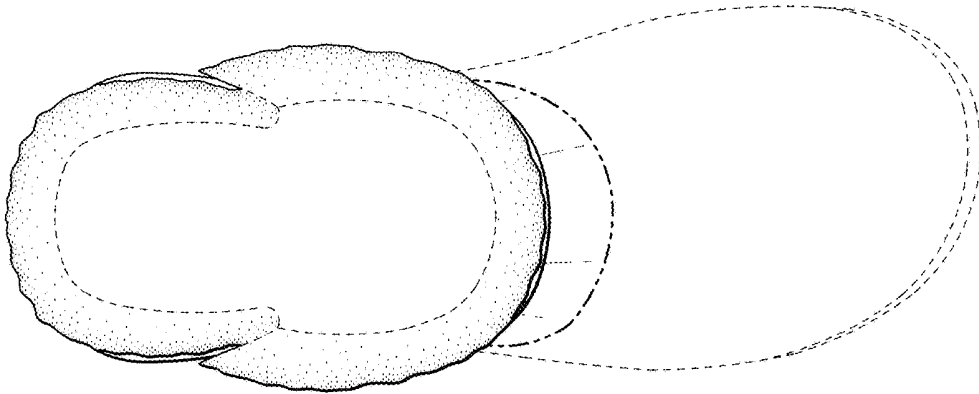


FIG. 6

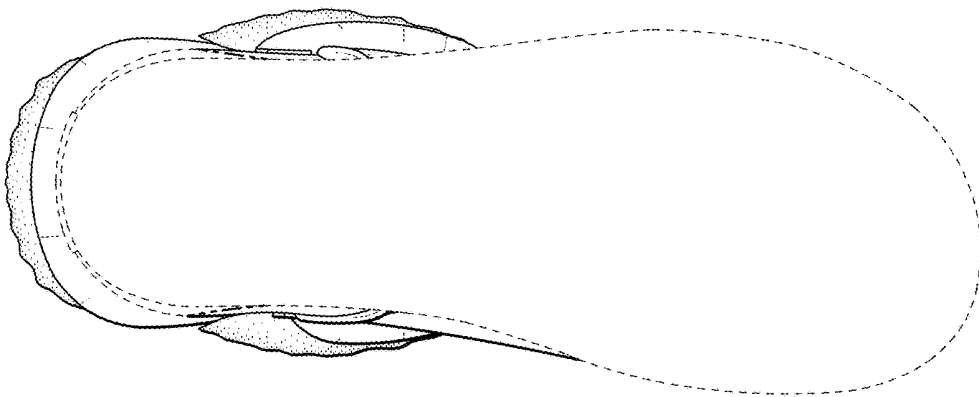


FIG. 7

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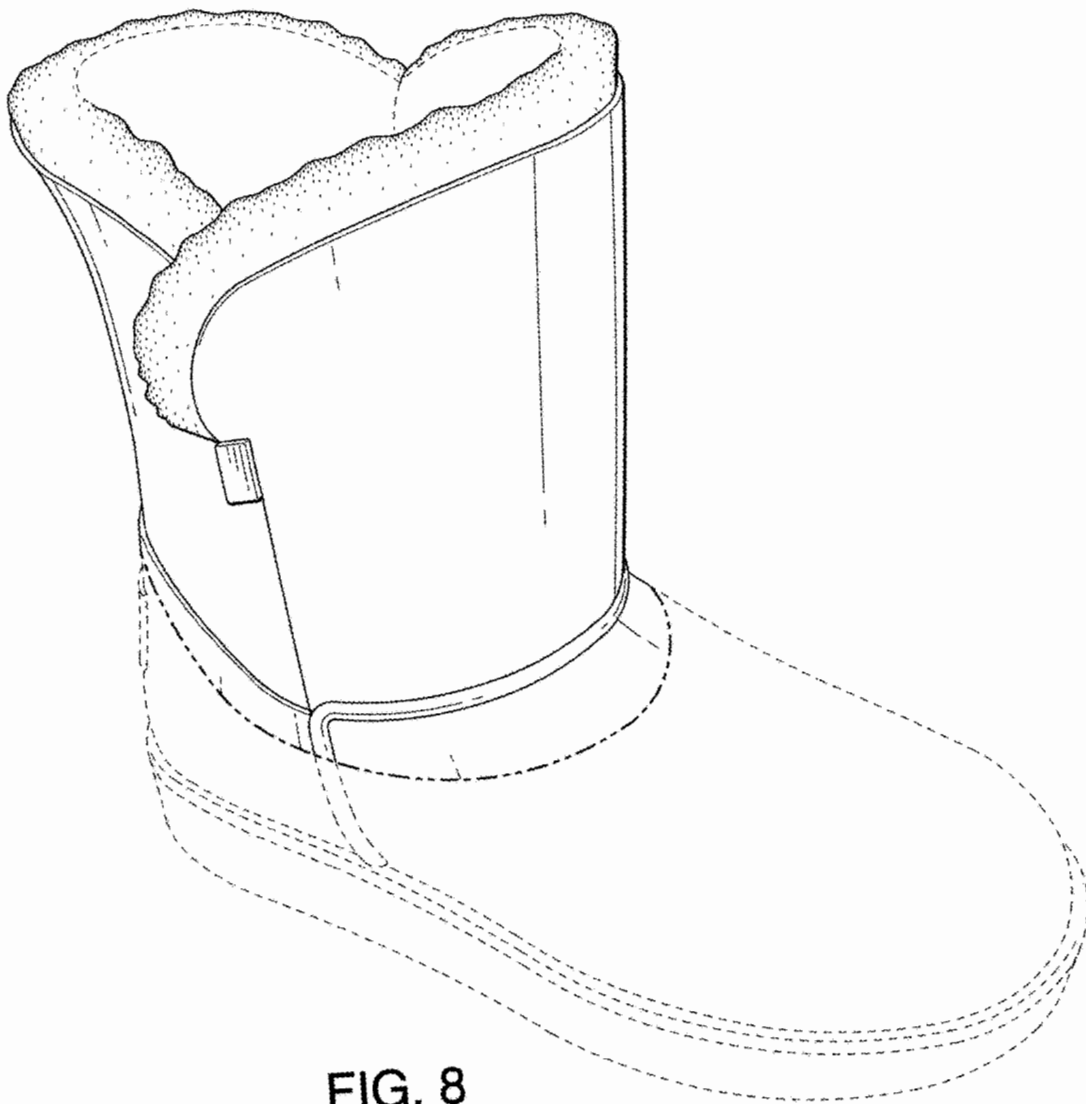


FIG. 8

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FIG. 9

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FIG. 10

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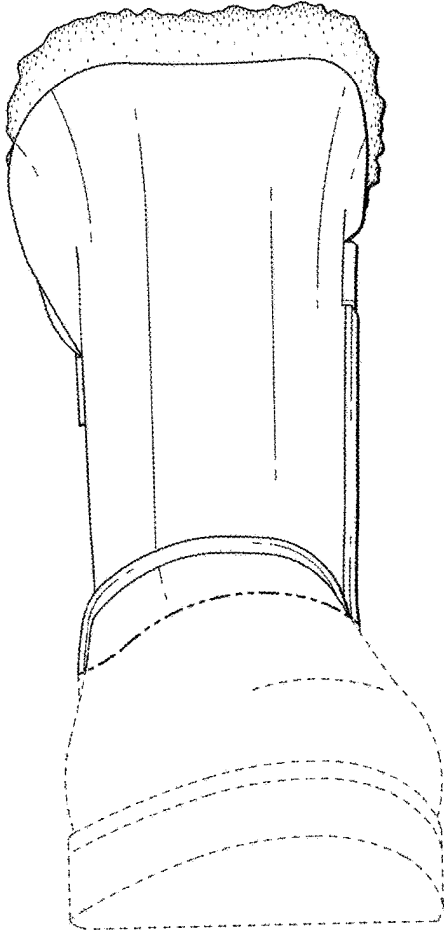


FIG. 11

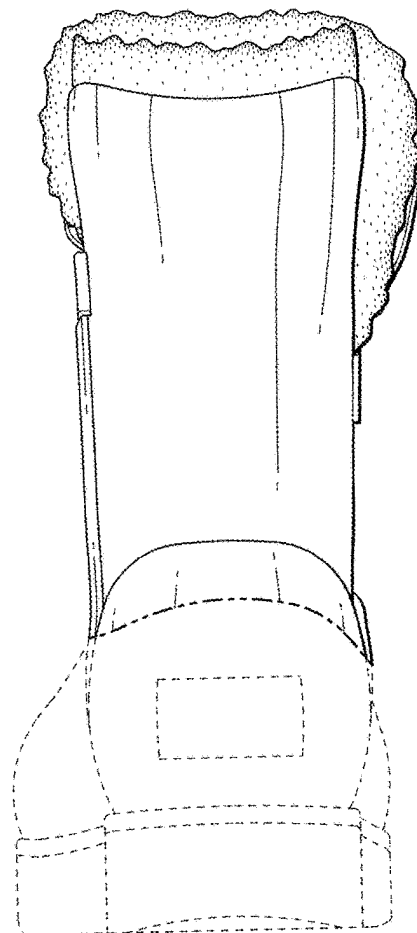


FIG. 12

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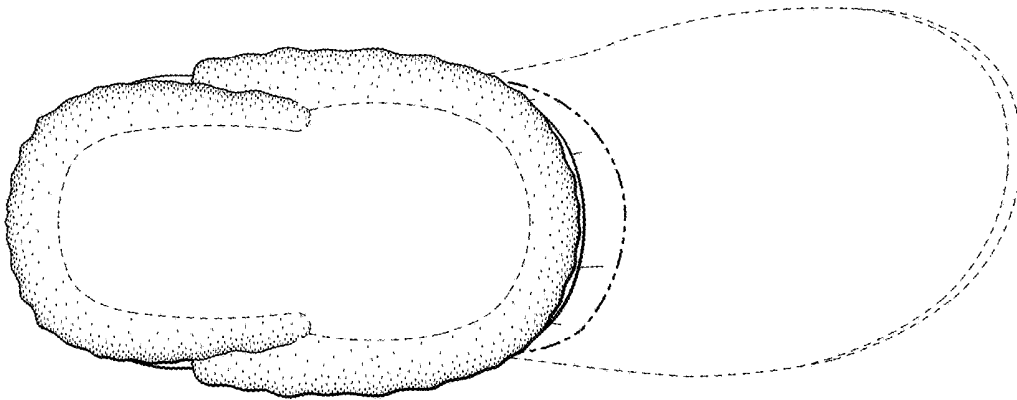


FIG. 13

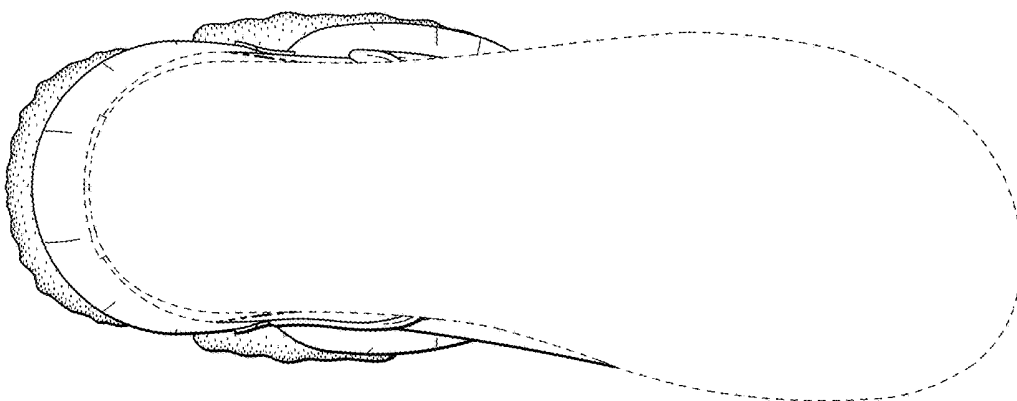


FIG. 14

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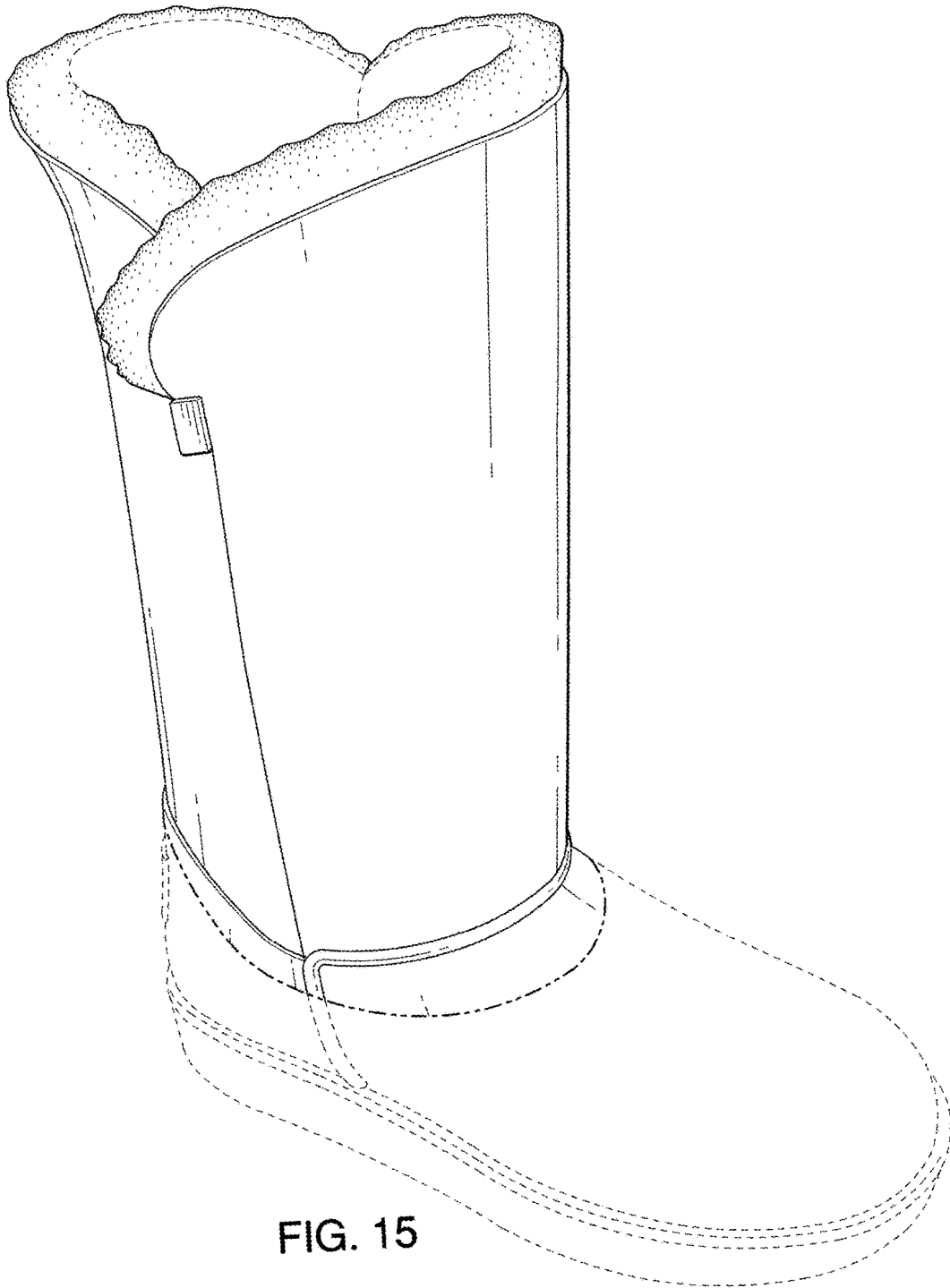


FIG. 15

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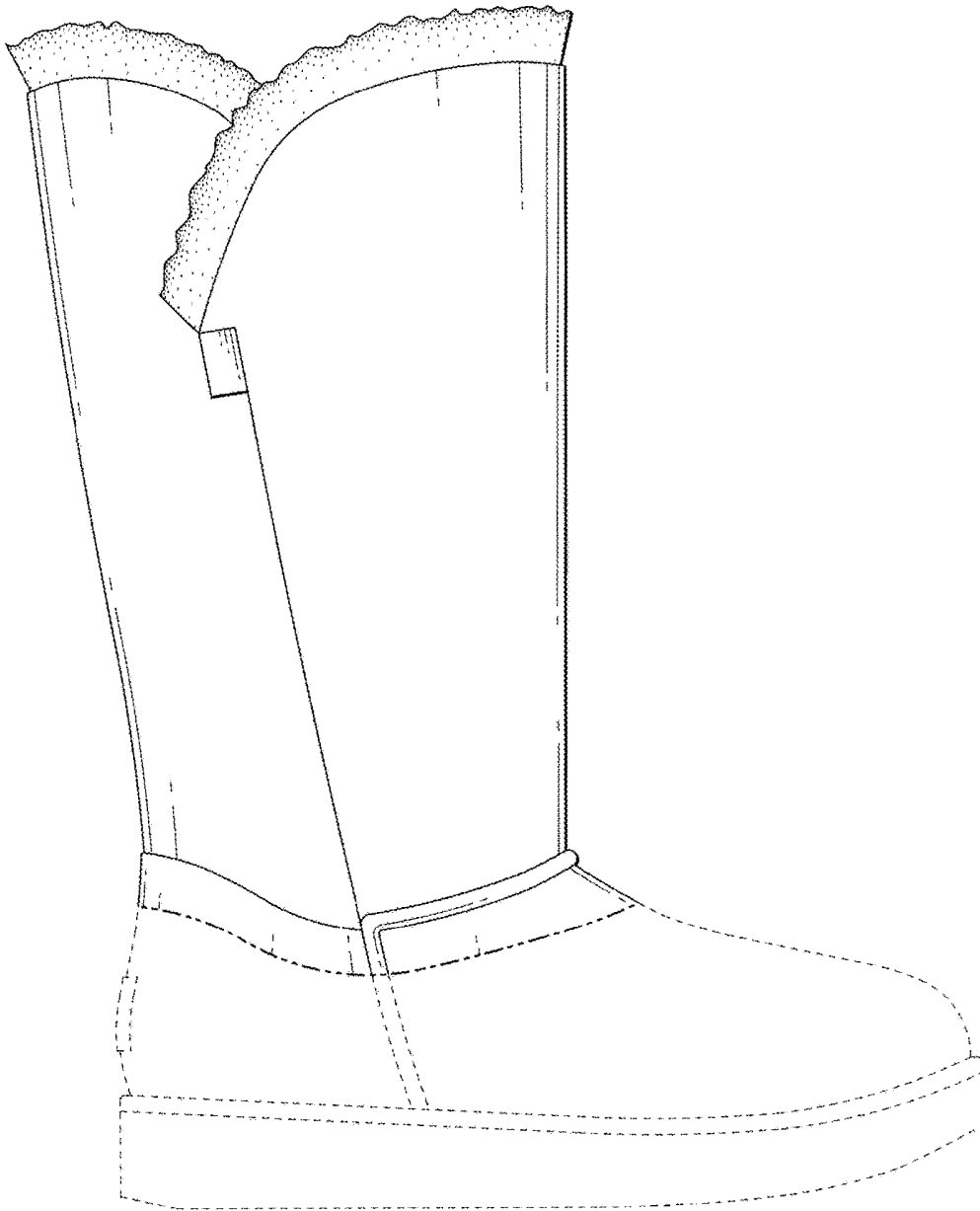


FIG. 16

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FIG. 17

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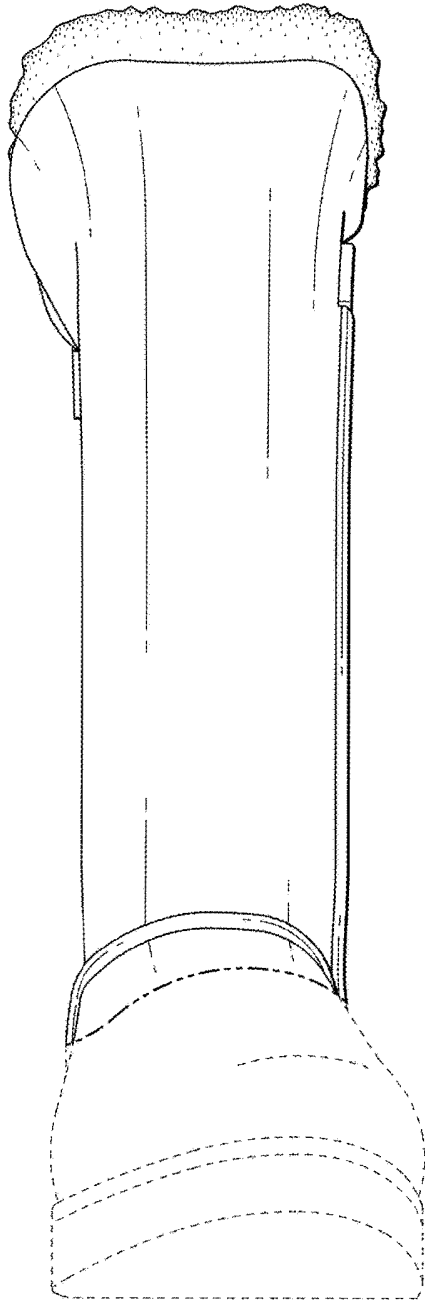


FIG. 18

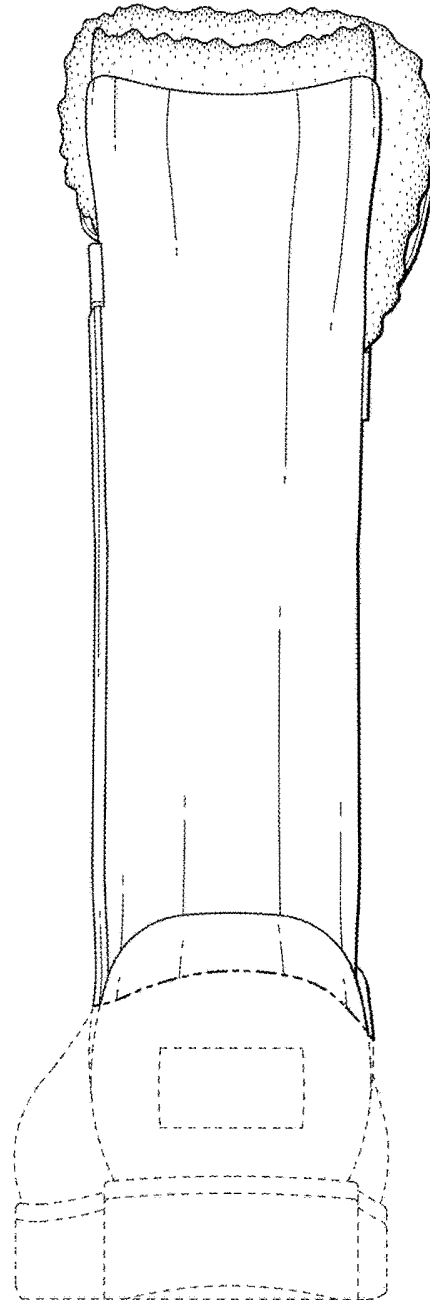


FIG. 19

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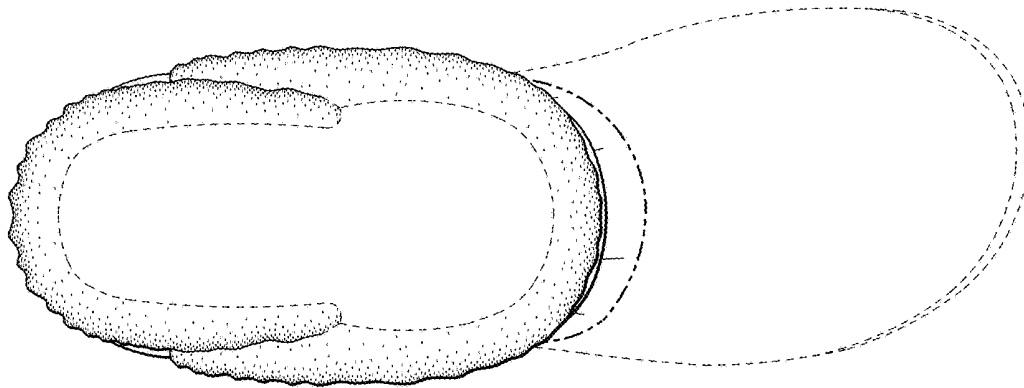


FIG. 20

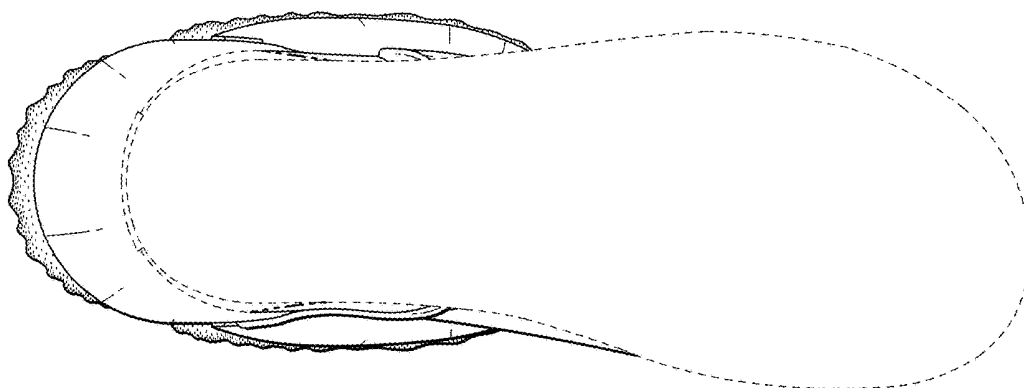


FIG. 21

EXHIBIT D



US00D774736S

(12) **United States Design Patent** (10) **Patent No.:** **US D774,736 S**
Shen (45) **Date of Patent:** **** Dec. 27, 2016**

(54) **FOOTWEAR UPPER**

(71) Applicant: **Deckers Outdoor Corporation**, Goleta,
CA (US)

(72) Inventor: **Wen Shen**, GuangZhou (CN)

(73) Assignee: **Deckers Outdoor Corporation**, Goleta,
CA (US)

(**) Term: **14 Years**

(21) Appl. No.: **29/518,553**

(22) Filed: **Feb. 25, 2015**

(51) **LOC (10) Cl.** **02-04**

(52) **U.S. Cl.** **D2/924; D2/919**

(58) **Field of Classification Search**
USPC D2/896, 909, 910, 913, 914, 916, 918,
D2/919, 923-933, 939, 940, 961,
D2/970-972

CPC ... A43B 3/0036; A43B 3/0052; A43B 3/0078;
A43B 3/02; A43B 3/04; A43B 3/06;
A43B 3/10; A43B 3/101; A43B
3/12; A43B 3/122; A43B 3/126; A43B
3/14; A43B 3/20; A43B 5/12; A43B
9/10; A43B 9/14; A43B 23/02
See application file for complete search history.

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Clugg, Cluggette, Roo, Mate, Ward; All on sale or in public use at
least as early as Nov. 1999.

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Primary Examiner — Celia Murphy

Assistant Examiner — Clare Ann Gannon

(74) *Attorney, Agent, or Firm* — Greer, Burns & Crain,
Ltd.

(57) **CLAIM**

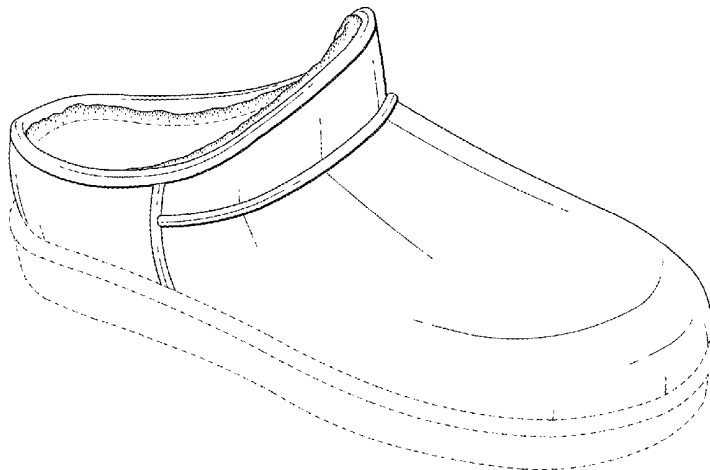
The ornamental design for a footwear upper, as shown and
described.

DESCRIPTION

FIG. 1 is a front perspective view of a footwear upper
showing my new design;
FIG. 2 is a side elevational view thereof;
FIG. 3 is an opposite side elevational view thereof;
FIG. 4 is a front elevational view thereof;
FIG. 5 is a rear elevational view thereof;
FIG. 6 is a top plan view thereof; and,
FIG. 7 is a bottom plan view thereof.

The broken lines showing the outsole and periphery of the
footwear upper throughout the views form no part of the
claim. The broken lines showing the rectangle on the outer
heel of FIGS. 2, 3, and 5, as well as the broken line defining
the inner surfaces of FIGS. 1, 5, and 6, form the internal
boundaries; with the lines themselves and the areas within
them forming no part of the claim.

1 Claim, 3 Drawing Sheets



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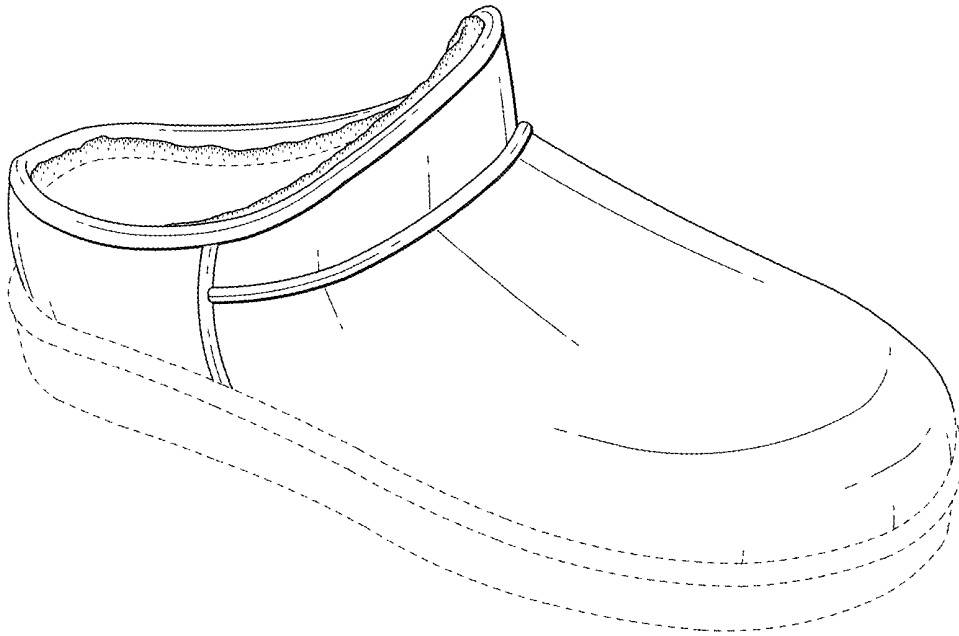


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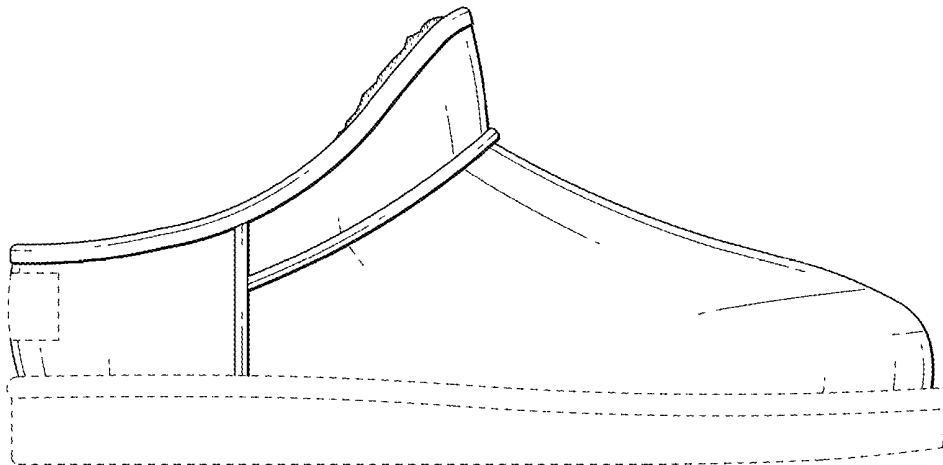


FIG. 2

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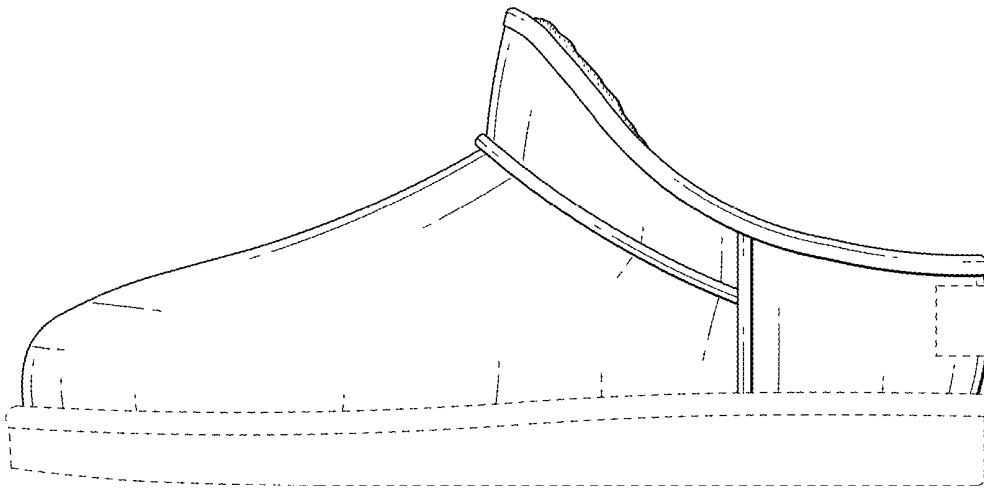


FIG. 3

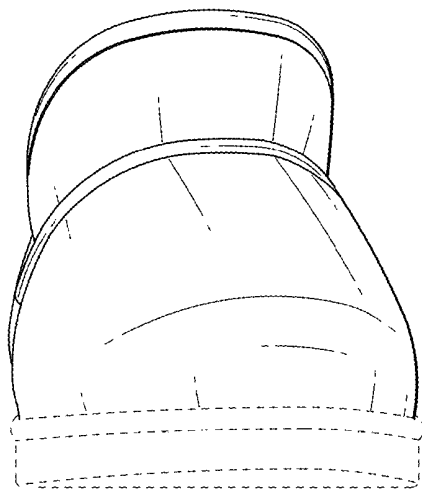


FIG. 4

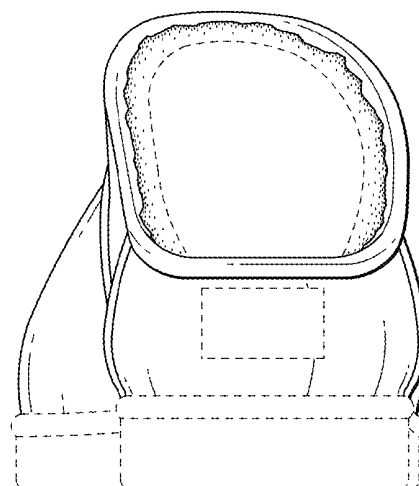


FIG. 5

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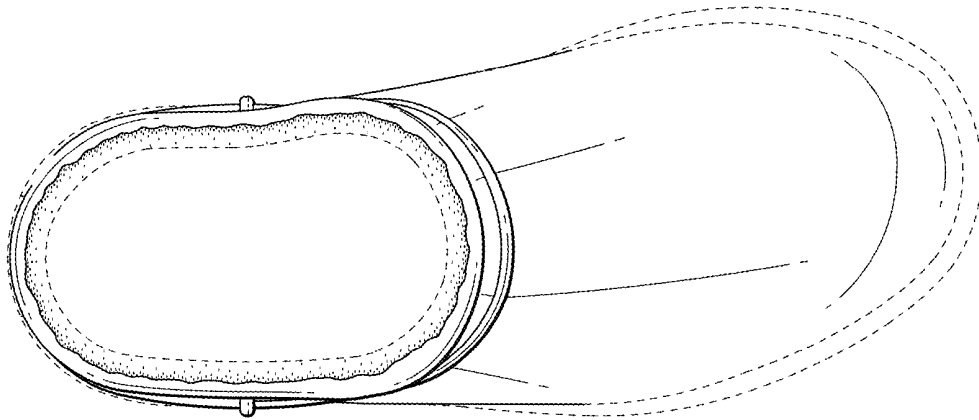


FIG. 6

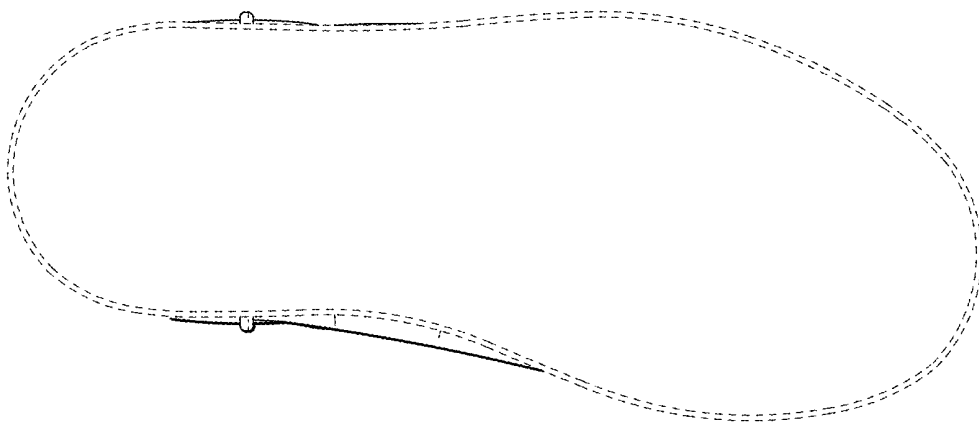


FIG. 7

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DECKERS OUTDOOR CORPORATION,
a Delaware Corporation,

Plaintiff,

v.

NEXT STEP GROUP, INC., a New York
Corporation; and DOES 1-10, inclusive,

Defendants.

CASE NO.: 1:23-cv-02545-ALC

**NOTICE OF ERRATA RE:
COMPLAINT [ECF 1]**

NOTICE IS HEREBY GIVEN TO THE COURT AND ALL PARTIES OF
RECORD THAT:

On January 25, 2023, Plaintiff Deckers Outdoor Corporation (“Deckers” or
“Plaintiff”) filed its Complaint [ECF 1] in this action. Due to a clerical error, as
submitted, the date on Page 11, Paragraph 37, Line 11 was inadvertently mistyped as
follows: “In 2018, Deckers introduced the UGG® Classic Ultra Mini, marketed and
[...]”. The date on Page 11, Paragraph 37, Line 11 should accurately read as follows:
“In 2020, Deckers introduced the UGG® Classic Ultra Mini, marketed and [...]”.

Dated: May 17, 2022
Manhattan Beach, CA

Respectfully Submitted,

By: /s/ Brent H. Blakely
Brent H. Blakely (BB1966)
Blakely Law Group
1334 Parkview Avenue, Suite 280
Manhattan Beach, CA 90266
Telephone: (310) 546-7400
Attorney for Plaintiff
Deckers Outdoor Corporation