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6 *Attorneys for Plaintiff*
7 *Deckers Outdoor Corporation*

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

12 DECKERS OUTDOOR
13 CORPORATION, a Delaware
14 Corporation,

14 Plaintiff,

15 v.

16 RELIABLE KNITTING WORKS, a
17 Wisconsin Corporation; WAL-MART
18 STORES, INC., a Delaware Corporation;
19 and DOES 1-10, inclusive,

19 Defendants.

) CASE NO.

) **COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF:**

- 14) **1. TRADE DRESS INFRINGEMENT;**
- 15)
- 16) **2. TRADE DRESS INFRINGEMENT**
- 17) **UNDER CALIFORNIA COMMON**
- 18) **LAW;**
- 19) **3. PATENT INFRINGEMENT – U.S.**
- 20) **PATENT NO. D599,999;**
- 21) **4. UNFAIR COMPETITION**
- 22) **CALIFORNIA UNFAIR BUSINESS**
- 23) **PRACTICES ACT, CAL. BUS. &**
- 24) **PROF. CODE, § 17200, ET. SEQ.;**
- 25) **5. UNFAIR COMPETITION UNDER**
- 26) **CALIFORNIA COMMON LAW.**

23) **JURY TRIAL DEMANDED**

1 **Plaintiff Deckers Outdoor Corporation** for its claims against **Defendants**
2 **Reliable Knitting Works, and Wal-Mart Stores, Inc.** respectfully alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. Plaintiff files this action against Defendants for trade dress infringement
5 and unfair competition under the Lanham Trademark Act of 1946, 15 U.S.C. §1051 et
6 seq. (the “Lanham Act”), patent infringement arising under the patent laws of the
7 United States, and for related claims under the statutory and common law of the state
8 of California. This Court has subject matter jurisdiction over the claims alleged in this
9 action pursuant to 28 U.S.C. §§ 1331, 1338.

10 2. This Court has personal jurisdiction over Defendants because Defendants
11 regularly conduct business in California and this action arises out of wrongful acts by
12 Defendants within this judicial district.

13 3. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because the
14 claims asserted arise in this district and Plaintiff is located and has been injured in this
15 judicial district by Defendants’ alleged wrongful acts.

16 **THE PARTIES**

17 4. Plaintiff Deckers Outdoor Corporation (“Deckers”) is a corporation
18 organized and existing under the laws of the state of Delaware with an office and
19 principal place of business in Goleta, California. Deckers designs and markets
20 footwear identified by its many famous trademarks including its UGG® trademark.

21 5. Upon information and belief, Defendant Reliable Knitting Works
22 (“Reliable Knitting”) is a corporation organized and existing under the laws of the
23 State of Wisconsin with an office and principal place of business located at 6737 W.
24 Washington, Suite 3200, Milwaukee Wisconsin 53214.

25 6. Upon information and belief, Defendant Wal-Mart Stores, Inc. (“Wal-
26 Mart”) is a corporation duly organized and existing under the laws of the State of
27 Delaware with an office and principal place of business at 702 South West 8th Street,
28 Bentonville, Arkansas 72716.

1 7. Deckers is unaware of the names and true capacities of Defendants,
2 whether individual, corporate and/or partnership entities named herein as DOES 1
3 through 10, inclusive, and therefore sues them by their fictitious names. Deckers will
4 seek leave to amend this complaint when their true names and capacities are
5 ascertained. Deckers is informed and believes and based thereon alleges that said
6 Defendants and DOES 1 through 10, inclusive, are in some manner responsible for the
7 wrongs alleged herein, and that at all times referenced each was the agent and servant
8 of the other Defendants and was acting within the course and scope of said agency and
9 employment.

10 8. Deckers is informed and believes, and based thereon alleges, that at all
11 relevant times herein, Defendants and DOES 1 through 10, inclusive, knew or
12 reasonably should have known of the acts and behavior alleged herein and the damages
13 caused thereby, and by their inaction ratified and encouraged such acts and behavior.
14 Deckers further alleges that Defendants and DOES 1 through 10, inclusive, have a
15 non-delegable duty to prevent or not further such acts and the behavior described
16 herein, which duty Defendants and DOES 1 through 10, inclusive, failed and/or
17 refused to perform.

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

19 **A. Deckers' UGG® Brand**

20 9. Deckers has been engaged in the design, distribution, marketing, offering
21 for sale, and sale of footwear since 1975. Deckers owns several brands of footwear
22 including UGG®, Koolaburra®, Teva®, Sanuk®, and Hoka One One®.

23 10. Deckers' UGG® brand remains one of the most recognized and relevant
24 comfort shoe brands in the industry. Since 1979, when the UGG® brand was founded,
25 the popularity of UGG® brand boots has steadily grown across the nation and even the
26 globe. The UGG® brand has always been and remains highly coveted by consumers.
27 This commitment to quality has helped to propel the UGG® brand to its current,
28 overwhelming level of popularity and cemented its status as a luxury brand.

1 11. In 2000, UGG® boots were first featured on Oprah’s Favorite Things®
2 where Oprah emphatically declared on national television how much she
3 “LOOOOOVES her UGG boots.” The popularity of UGG® brand footwear has grown
4 exponentially since then with celebrities including Kate Hudson and Sarah Jessica
5 Parker among a myriad of others regularly donning them. UGG® sheepskin boots
6 have become a high fashion luxury item and can be found on fashion runways around
7 the world.

8 12. Deckers’ UGG® products are distributed and sold to consumers through
9 authorized retailers throughout the United States at point-of-sale and on the Internet,
10 including through its UGG® Concept Stores and its website www.ugg.com.

11 **B. Defendants’ Infringing Activities**

12 13. The present lawsuit arises from Defendants’ design, manufacture,
13 distribution, advertisement, marketing, offering for sale, and sale of footwear which
14 infringe upon Deckers’ rights to the “Bailey Button Trade Dress” and D599,999 Patent
15 (“Accused Products”)

16 14. Upon information and belief, Defendant Reliable Knitting manufactures,
17 designs, advertises, markets, distributes, offers for sale, and/or sells footwear and/or
18 slippers for men, women, and children under the brand name “MUK LUKS.”

19 15. Upon information and belief, Defendant Reliable Knitting has designed,
20 manufactured, advertised, marketed, distributed, offered for sale, and/or sold Accused
21 Products, exemplar shown below, to various retailers, wholesalers, and distributors
22 nationwide and within this judicial district as well as direct to consumers, including via
23 its website www.muk-luks.com, which is accessible to consumers nationwide,
24 including those within this judicial district.



1 16. Upon information and belief, Defendant Wal-Mart Stores is engaged in
2 the retail sale of a wide range of apparel, accessories, and home merchandise. Wal-
3 Mart's retail stores are located nationwide, including within this judicial district. In
4 addition, Wal-Mart also sells its items through its website - www.walmart.com - which
5 is accessible to customers nationwide, including those within this judicial district.

6 17. Deckers is informed and believes and herein alleges that Defendants are
7 competitors and have introduced Accused Products into the stream of commerce in an
8 effort to exploit Deckers' reputation in the market established in the UGG® Bailey
9 Button Boot.

10 18. Upon information and belief, Defendants may have sold additional
11 products that infringe upon Deckers' design patents and trade dresses. Deckers may
12 seek leave to amend as additional information becomes available through discovery.

13 19. Deckers has not granted a license or any other form of permission to
14 Defendants with respect to its trademarks, design patents, trade dresses, or other
15 intellectual property.

16 20. Deckers is informed and believes and herein alleges that Defendants have
17 acted in bad faith and that Defendants' acts have misled and confused and were
18 intended to cause confusion, or to cause mistake, or to deceive as to the affiliation,
19 connection, or association of the Accused Products with Deckers, or as to the origin,
20 sponsorship, or approval of the Accused Products by Deckers.

21 **FIRST CLAIM FOR RELIEF**

22 **(Trade Dress Infringement - 15 U.S.C. § 1125(a))**

23 21. Deckers incorporates herein by reference the averments of the preceding
24 paragraphs as though fully set forth herein.

25 22. The UGG® Bailey Button boot was introduced in 2009 and the "Bailey
26 Button Boot Trade Dress" is unique and distinctive, consisting of a combination of the
27 following non-functional elements:

- 28 i Classic suede boot styling made famous by the UGG® brand;

- 1 i Overlapping of front and rear panels on the lateral side of the boot shaft;
- 2 i Curved top edges on the overlapping panels;
- 3 i Exposed fleece-type lining edging the overlapping panels and top of the
- 4 boot shaft; and
- 5 i One or more buttons (depending on the height of the boot) prominently
- 6 featured on the lateral side of the boot shaft adjacent the overlapping panels
- 7 (hereinafter “Bailey Button Boot Trade Dress”).



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15 23. The Bailey Button Boot Trade Dress, which is a composite of the above-
16 referenced features, is non-functional in its entirety, visually distinctive, and is unique
17 in the footwear industry.

18 24. The design of the Bailey Button Boot Trade Dress is neither essential to
19 its use or purpose nor does it affect the cost or quality of the boot. There are numerous
20 other designs available that are equally feasible and efficient, none of which
21 necessitate copying or imitating the Bailey Button Boot Trade Dress. The aforesaid
22 combination of features provides no cost advantages to the manufacturer or utilitarian
23 advantages to the consumer. These features, in combination, serve only to render
24 Deckers’ UGG® Bailey Button boots distinct and recognizable as goods originating
25 from Deckers’ UGG® brand.

26 25. The Bailey Button Boot Trade Dress is an original design by Deckers and
27 has achieved a high degree of consumer recognition and secondary meaning, which
28 serves to identify Deckers as the source of footwear featuring said trade dress.

1 26. The Bailey Button Boot Trade Dress is one of the most well-recognized
2 and commercially successful styles of Deckers' UGG® brand of footwear, having been
3 featured on Deckers' advertising and promotional materials as well as in various trade
4 publications. Furthermore, the Bailey Button Boot Trade Dress has been featured in
5 connection with various celebrities, has received a large volume of unsolicited media
6 attention, and has graced the pages of many popular magazines nationwide and
7 internationally.

8 27. Deckers has spent substantial time, effort, and money in designing,
9 developing, advertising, promoting, and marketing the UGG® brand and its line of
10 footwear embodying the Bailey Button Boot Trade Dress. Deckers spends millions of
11 dollars annually on advertising of UGG® products, which include products bearing the
12 Bailey Button Boot Trade Dress.

13 28. Deckers has sold hundreds of millions of dollars worth of UGG®
14 products bearing the Bailey Button Boot Trade Dress.

15 29. Due to its long use, extensive sales, and significant advertising and
16 promotional activities, Deckers' Bailey Button Boot Trade Dress has achieved
17 widespread acceptance and recognition among the consuming public and trade
18 throughout the United States.

19 30. There are numerous other boot designs in the footwear industry, none of
20 which necessitate copying or imitating the Bailey Button Boot Trade Dress. However,
21 due to the popularity and consumer recognition achieved by the Bailey Button boot,
22 said design has often been the subject of infringement by third-parties, including
23 Defendants.

24 31. Deckers is informed and believes and herein alleges that Defendants are
25 competitors and have introduced Accused Products into the stream of commerce in an
26 effort to exploit Deckers' reputation in the market established in the UGG® Bailey
27 Button Boot.

28

1 the detriment of Deckers.

2 40. Defendants' acts are willful, deliberate, and intended to confuse the public
3 and to injure Deckers.

4 41. Deckers has no adequate remedy at law to compensate it fully for the
5 damages that have been caused and which will continue to be caused by Defendants'
6 infringing conduct, unless they are enjoined by this Court.

7 42. The conduct herein complained of was extreme, outrageous, and was
8 inflicted on Deckers in reckless disregard of Deckers' rights. Said conduct was
9 despicable and harmful to Deckers and as such supports an award of exemplary and
10 punitive damages in an amount sufficient to punish and make an example of
11 Defendants, and to deter them from similar such conduct in the future.

12 43. In light of the foregoing, Deckers is entitled to injunctive relief
13 prohibiting Defendants from infringing the Bailey Button Boot Trade Dress, and to
14 recover all damages, including attorneys' fees, that Deckers has sustained and will
15 sustain, and all gains, profits and advantages obtained by Defendants as a result of
16 their infringing acts alleged above in an amount not yet known, and the costs of this
17 action.

18 **THIRD CLAIM FOR RELIEF**

19 **(Patent Infringement - U.S. Patent No. D599,999)**

20 44. Deckers incorporates herein by reference the averments of the preceding
21 paragraphs as though fully set forth herein.

22 45. Deckers is the owner of numerous design patents to the various styles of
23 footwear it offers under its UGG® brand. These design patents include but are not
24 limited to the "Bailey Button" boot (U.S. Patent No. D599,999 issued on September
25 15, 2009), a true and correct copy of which is attached hereto and incorporated herein
26 as Exhibit A (" '999 Patent").

27 46. Deckers is the owner by assignment of all right, title and interest in and to
28 the '999 Patent.

1 47. The Accused Products that Defendants have caused to be produced,
2 distributed, advertised, marketed, offered for sale, and/or sold within the United States,
3 and/or has imported into the United States bear a design that is substantially similar to
4 the '999 Patent in direct violation of 35 U.S.C. § 271.

5 48. Defendants' aforesaid infringing acts are without Deckers' permission or
6 authority and are in total disregard of Deckers' right to control its intellectual property.

7 49. As a direct and proximate result of Defendants' infringing conduct,
8 Deckers has been injured and will continue to suffer injury to its business and
9 reputation unless Defendants are restrained by this Court from infringing Deckers'
10 '999 Patent.

11 50. Defendants' acts have damaged and will continue to damage Deckers, and
12 Deckers has no adequate remedy at law.

13 51. Deckers marks all footwear products embodying the design of the '999
14 Patent with "Pat. No. 599,999" on a product label in compliance with 35 U.S.C. § 287.

15 52. Given the widespread popularity and recognition of Deckers' Bailey
16 Button boot and the patent notice provided on the products themselves, Deckers avers
17 and hereon alleges that Defendants had pre-suit knowledge of Deckers' rights to the
18 '999 Patent and intentionally copied said design on their own footwear products in an
19 effort to pass them off as if they originated, are associated with, are affiliated with, are
20 sponsored by, are authorized by, and/or are approved by Deckers. Indeed, Deckers has
21 previously filed suit against Defendant Wal-Mart for infringement of the '999 Patent
22 and Bailey Button Boot Trade Dress.

23 53. On information and belief, Defendants' acts herein complained of
24 constitute willful acts and intentional infringement of the '999 Patent.

25 54. In light of the foregoing, Deckers is entitled to injunctive relief
26 prohibiting Defendants from infringing the '999 Patent and to recover damages
27 adequate to compensate for the infringement, including Defendants' profits pursuant to
28 35 U.S.C. § 289. Deckers is also entitled to recover any other damages as appropriate

1 pursuant to 35 U.S.C. § 284.

2 **FOURTH CLAIM FOR RELIEF**

3 **(Unfair Competition California Unfair Business Practices Act, Cal. Bus. & Prof.**
4 **Code, § 17200, et. seq.)**

5 55. Deckers incorporates herein by reference the averments of the preceding
6 paragraphs as though fully set forth herein.

7 56. Defendants' appropriation, adoption and use of the Bailey Button Boot
8 Trade Dress on their own footwear is likely to confuse or mislead consumers into
9 believing that Defendants' goods are authorized, licensed, affiliated, sponsored, and/or
10 approved by Deckers, thus constituting a violation of the California Unfair Business
11 Practices Act, Cal. Bus. & Prof. Code, § 17200, et. seq.

12 57. The deceptive, unfair and fraudulent practices set forth herein have been
13 undertaken with knowledge by Defendants willfully with the intention of causing harm
14 to Deckers and for the calculated purpose of misappropriating Deckers' goodwill and
15 business reputation.

16 58. Defendants' acts have caused and will continue to cause irreparable injury
17 to Deckers. Deckers has no adequate remedy at law to compensate it fully for the
18 damages that have been caused and which will continue to be caused by Defendants'
19 unlawful acts, unless it is enjoined by this Court.

20 59. In light of the foregoing, Deckers is entitled to all available relief
21 provided for in California Unfair Business Practices Act, Cal. Bus. & Prof. Code, §
22 17200, et. seq. including permanent injunctive relief.

23 **FIFTH CLAIM FOR RELIEF**

24 **(Unfair Competition Under California Common Law)**

25 60. Deckers incorporates herein by reference the averments of the preceding
26 paragraphs as though fully set forth herein.

27 61. Defendants' appropriation, adoption and use of the Bailey Button Boot
28 Trade Dress on their own footwear constitutes unfair competition in violation of the

1 common law of the state of California.

2 62. Defendants are competitors and have introduced Accused Products into
3 the stream of commerce in an effort to exploit Deckers' reputation in the market
4 established in the UGG® Bailey Button Boot.

5 63. Defendants' infringing acts were intended to capitalize on Deckers'
6 goodwill associated therewith for Defendants' own pecuniary gain. Deckers has
7 expended substantial time, resources and effort in creating and developing its unique
8 line of footwear that consumers recognize as originating from the UGG® brand. As a
9 result of Deckers' efforts, Defendants are now unjustly enriched and is benefiting from
10 property rights that rightfully belong to Deckers.

11 64. Defendants' acts are willful, deliberate, and intended to confuse the public
12 and to injure Deckers.

13 65. Deckers has no adequate remedy at law to compensate it fully for the
14 damages that have been caused and which will continue to be caused by Defendants'
15 infringing conduct, unless it is enjoined by this Court.

16 66. The conduct herein complained of was extreme, outrageous, and was
17 inflicted on Deckers in reckless disregard of Deckers' rights. Said conduct was
18 despicable and harmful to Deckers and as such supports an award of exemplary and
19 punitive damages in an amount sufficient to punish and make an example of
20 Defendants, and to deter them from similar such conduct in the future.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff Deckers Outdoor Corporation respectfully prays for
23 judgment against Defendants Reliable Knitting Works, and Wal-Mart Stores, Inc. as
24 follows:

- 25 1. A Judgment that Defendants have infringed Deckers' Bailey Button Boot
26 Trade Dress and D599,999 Patent and that said infringement was willful;
27 2. An order granting temporary, preliminary and permanent injunctive relief
28 restraining and enjoining Defendants, and their agents, servants, employees, officers,

1 associates, attorneys, and all persons acting by, through, or in concert with any of them
2 from using Deckers' intellectual property, including, but not limited to:

3 a. manufacturing, importing, advertising, marketing, promoting,
4 supplying, distributing, offering for sale, or selling the Accused Products or any other
5 products which bear Deckers' Bailey Button Boot Trade Dress and/or any designs
6 confusingly similar thereto;

7 b. manufacturing, importing, advertising, marketing, promoting,
8 supplying, distributing, offering for sale, or selling the Accused Products or any other
9 products which infringe the D599,999 Patent and/or the overall appearance thereof;

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

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

18 3. Ordering Defendants to recall from any distributors and retailers and to
19 deliver to Deckers for destruction or other disposition all remaining inventory of all
20 Accused Products and related items, including all advertisements, promotional and
21 marketing materials therefore, as well as means of making same;

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

25 5. Ordering an accounting by Defendants of all gains, profits and advantages
26 derived from their wrongful acts pursuant to 15 U.S.C. § 1117(a) and 35 U.S.C. § 289;

27 6. Awarding Deckers all of Defendants' profits and all damages sustained by
28 Deckers as a result of Defendants' wrongful acts, and such other compensatory

1 damages as the Court determines to be fair and appropriate;

2 7. Awarding treble damages in the amount of Defendants' profits or
3 Deckers' damages, whichever is greater, for willful infringement;

4 8. Awarding applicable interest, costs, disbursements and attorneys' fees;

5 9. Awarding Deckers punitive damages in connection with its claims under
6 California law; and

7 10. Such other relief as may be just and proper.

8
9 Dated: February 9, 2018

BLAKELY LAW GROUP

10
11 By:  _____
12 Brent H. Blakely
13 Jessica C. Covington
14 *Attorneys for Plaintiff*
15 *Deckers Outdoor Corporation*

1 **DEMAND FOR JURY TRIAL**

2 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Deckers
3 Outdoor Corporation hereby demands a trial by jury as to all claims in this litigation.
4

5 Dated: February 9, 2018 BLAKELY LAW GROUP


6
7 By: 
8 _____
9 Brent H. Blakely
10 Jessica C. Covington
11 *Attorneys for Plaintiff*
12 *Deckers Outdoor Corporation*
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EXHIBIT A



US00D599999S

(12) **United States Design Patent**
MacIntyre

(10) **Patent No.:** **US D599,999 S**
(45) **Date of Patent:** **** Sep. 15, 2009**

(54) **PORTION OF A FOOTWEAR UPPER**

EP 00718002-0006 4/2007

(75) Inventor: **Jennifer MacIntyre**, Santa Barbara, CA (US)

OTHER PUBLICATIONS

UGG Australia, Bipster model, p. 1, Oct. 3, 2008.
UGG Australia, Henry model, p. 1, Oct. 3, 2008.
UGG Australia, Erin model, p. 1, Oct. 3, 2008.
UGG Australia, Cove model, p. 1, Oct. 27, 2008.
UGG Australia, Kona model, p. 1, Oct. 27, 2008.
Catalogue Moscow Shoes, summer 2006, p. 2 top center.
Steve Madden MISSYY Brown Suede boot, www.jildorshoes.com, Dec. 9, 2008.

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

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

* cited by examiner

(21) Appl. No.: **29/326,868**

(22) Filed: **Oct. 27, 2008**

Primary Examiner—Stella M Reid

Assistant Examiner—Rashida C McCoy

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

(51) **LOC (9) Cl.** **02-99**

(52) **U.S. Cl.** **D2/970; D2/911; D2/946**

(58) **Field of Classification Search** D2/896,
D2/909-915, 946, 970, 973, 974; 36/45,
36/50.1, 83, 3 A, 7.1 R, 113

See application file for complete search history.

(57) **CLAIM**

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

(56) **References Cited**

DESCRIPTION

U.S. PATENT DOCUMENTS

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

D125,568 S *	3/1941	Hard	.....	D2/911
D155,573 S *	10/1949	Bingham	.....	D2/910
D159,577 S *	8/1950	Stromberg	.....	D2/900
D159,761 S *	8/1950	Barron	.....	D2/910
D227,197 S *	6/1973	Fukuoka	.....	D2/910
D319,332 S *	8/1991	Itzkowitz	.....	D2/910
D481,863 S *	11/2003	Belley et al.	.....	D2/970
D529,269 S *	10/2006	Belley et al.	.....	D2/970
D539,024 S	3/2007	Belley et al.		
D581,140 S	11/2008	Earle		

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,

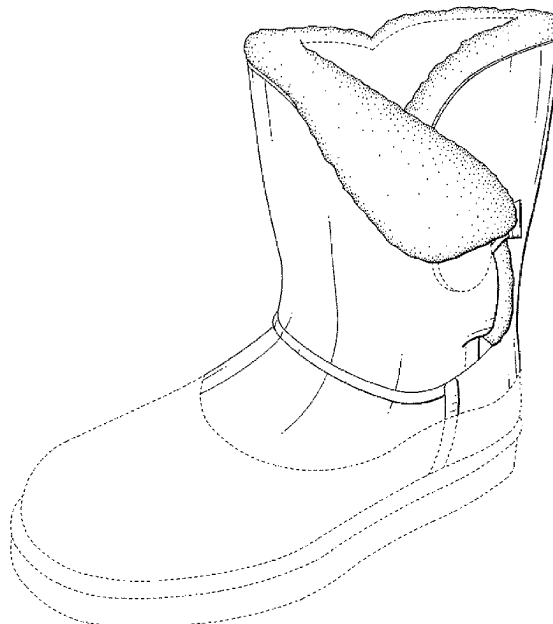
FIG. 7 is a bottom plan view thereof.

The broken lines in FIGS. 1-7 represent portions of the footwear that form no part of the claimed design. The broken line which defines the bounds of the claimed design forms no part thereof.

FOREIGN PATENT DOCUMENTS

DE 40702148 8/2007

1 Claim, 6 Drawing Sheets



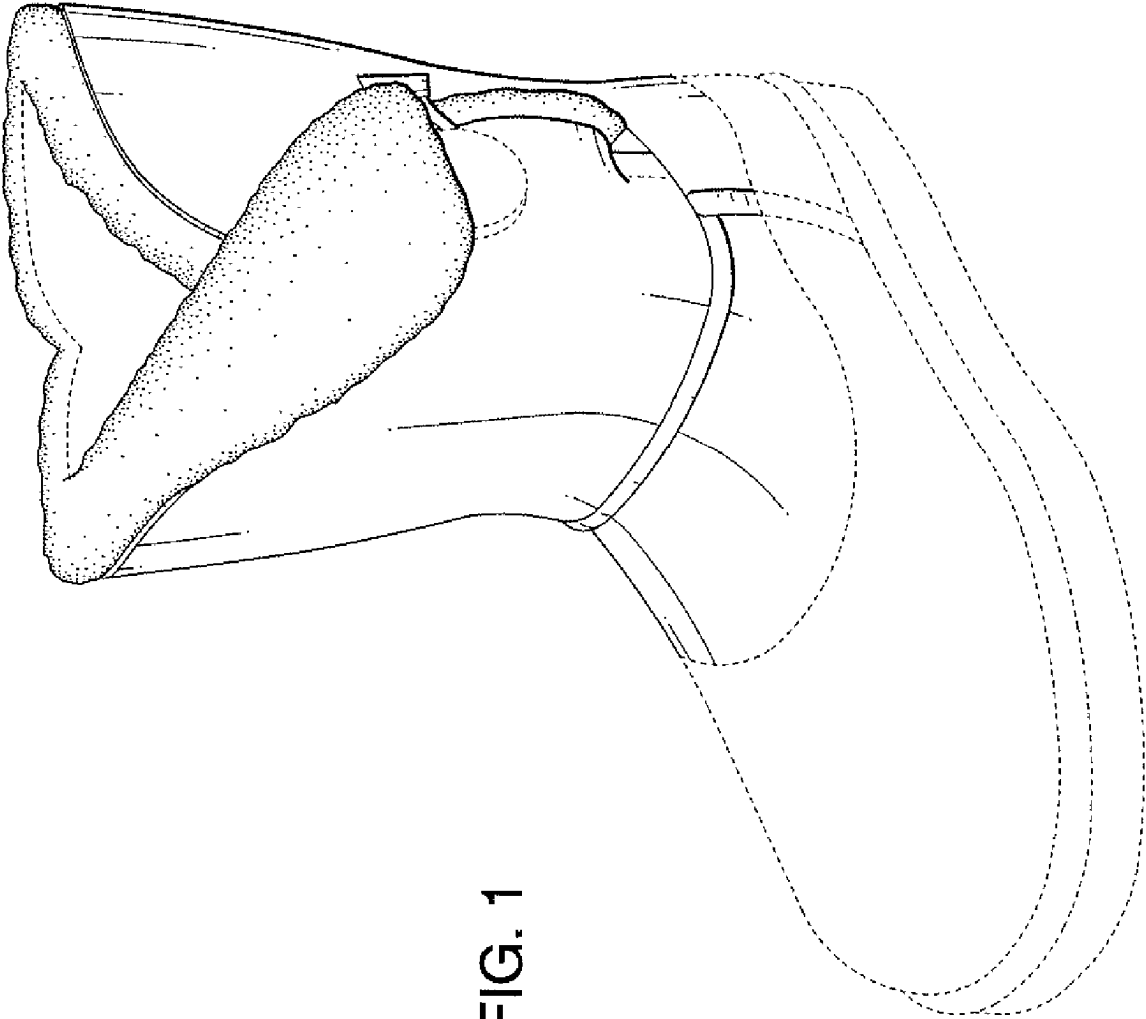


FIG. 1

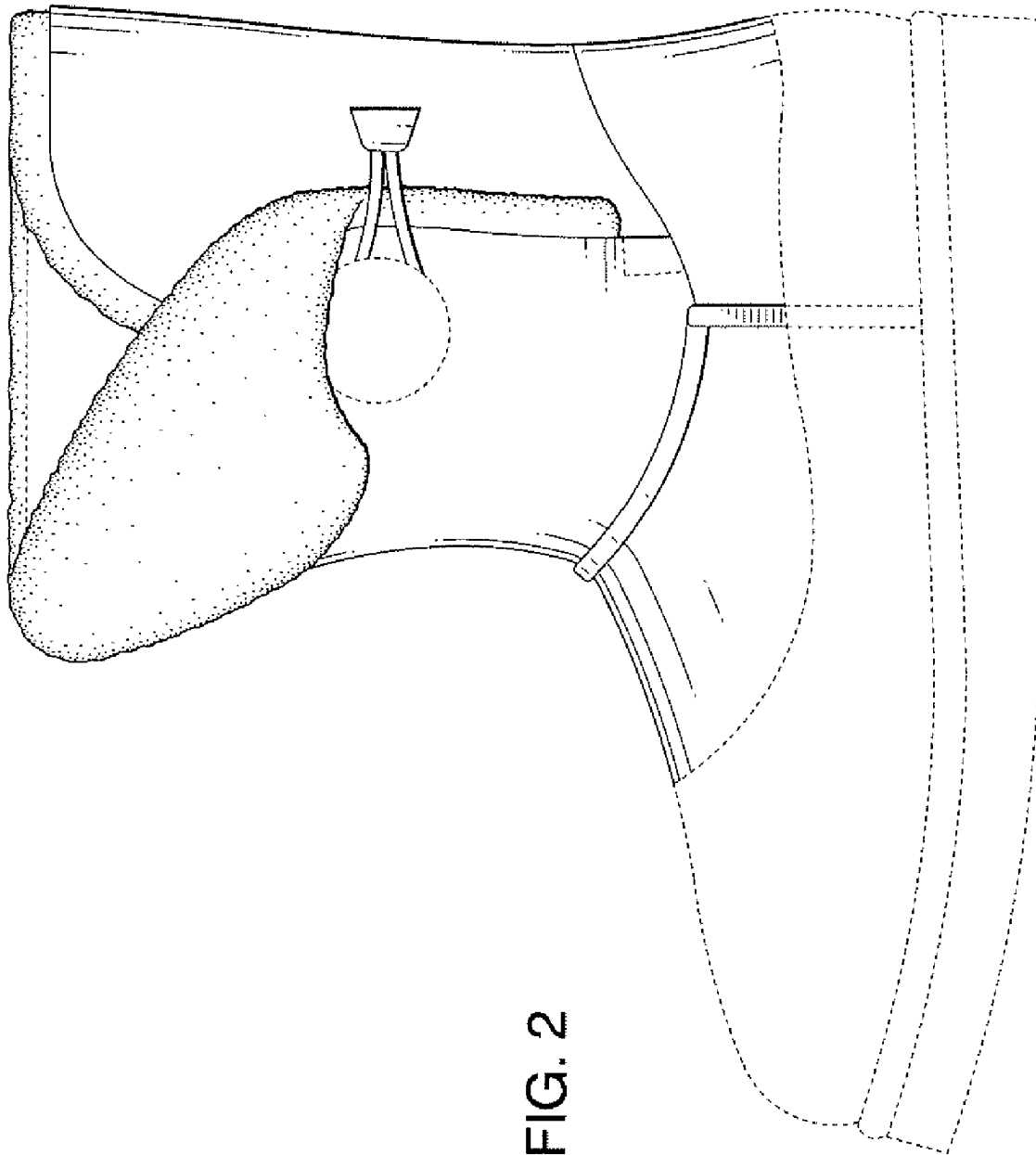


FIG. 2

FIG. 3

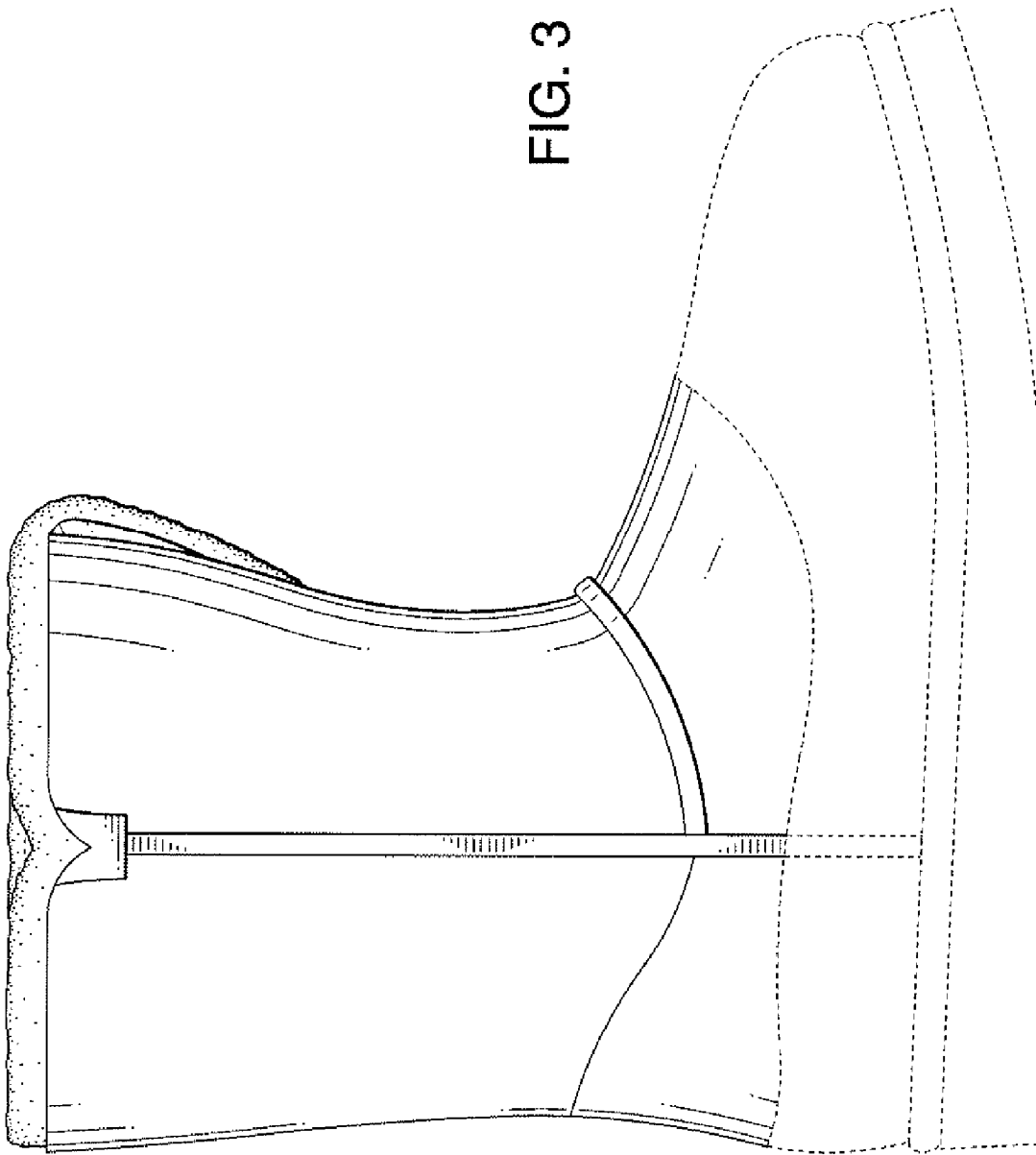


FIG. 5

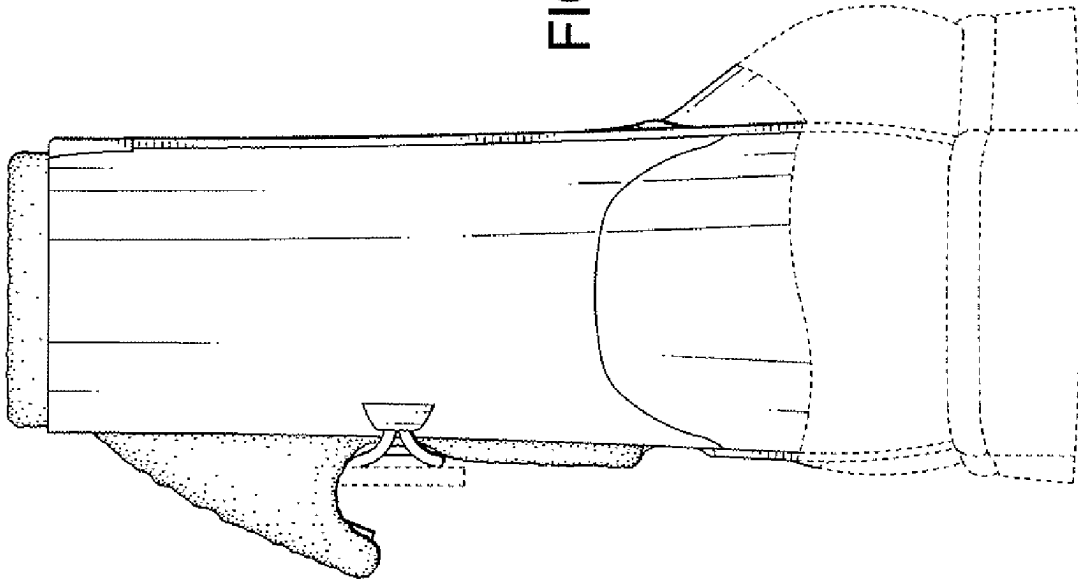
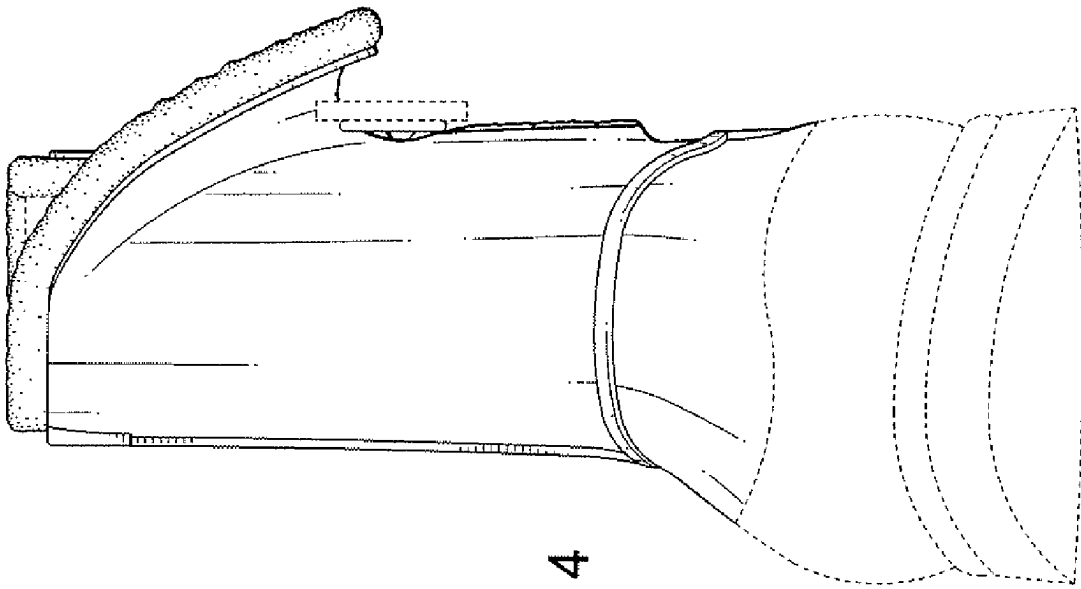


FIG. 4



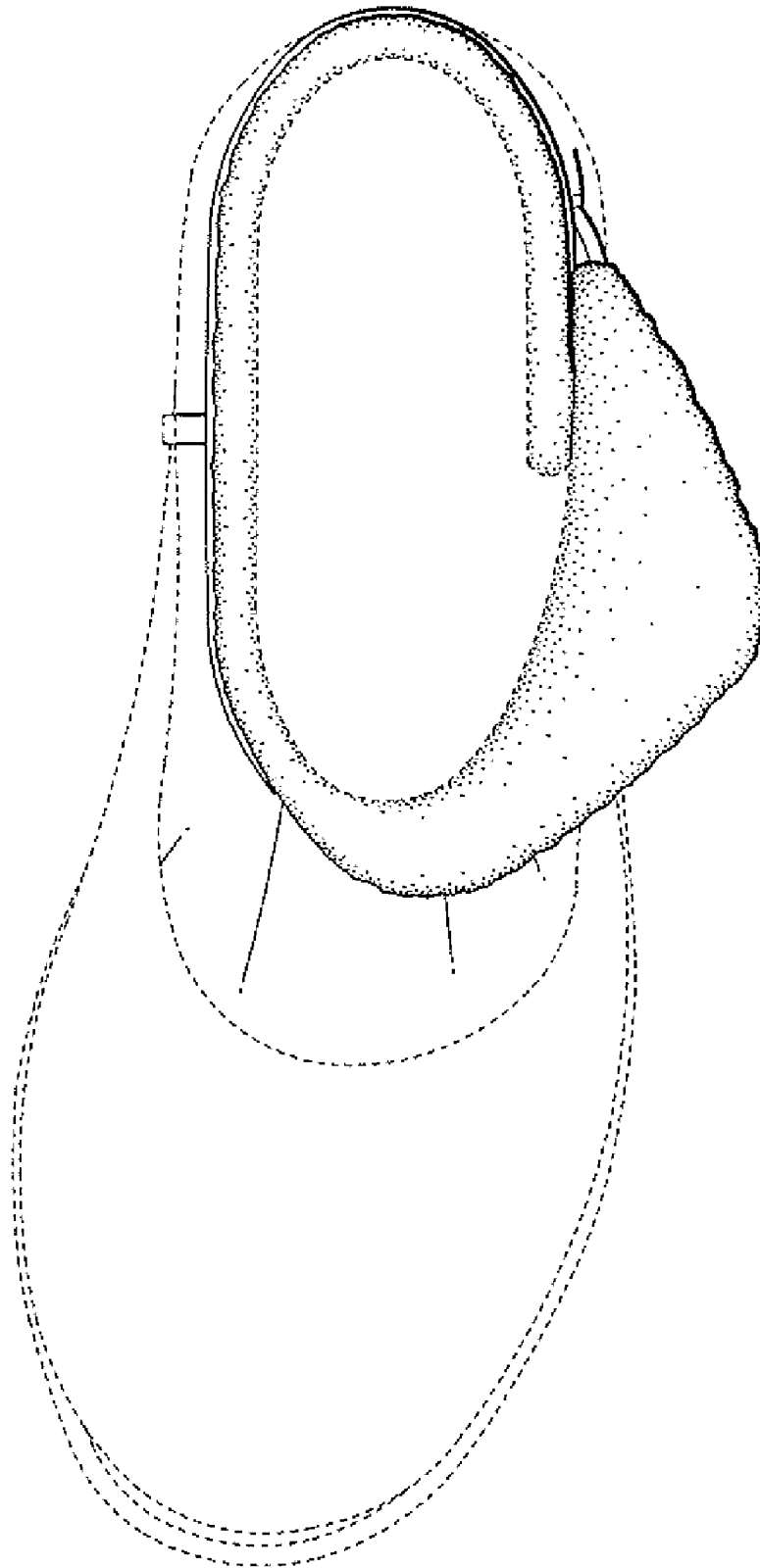


FIG. 6

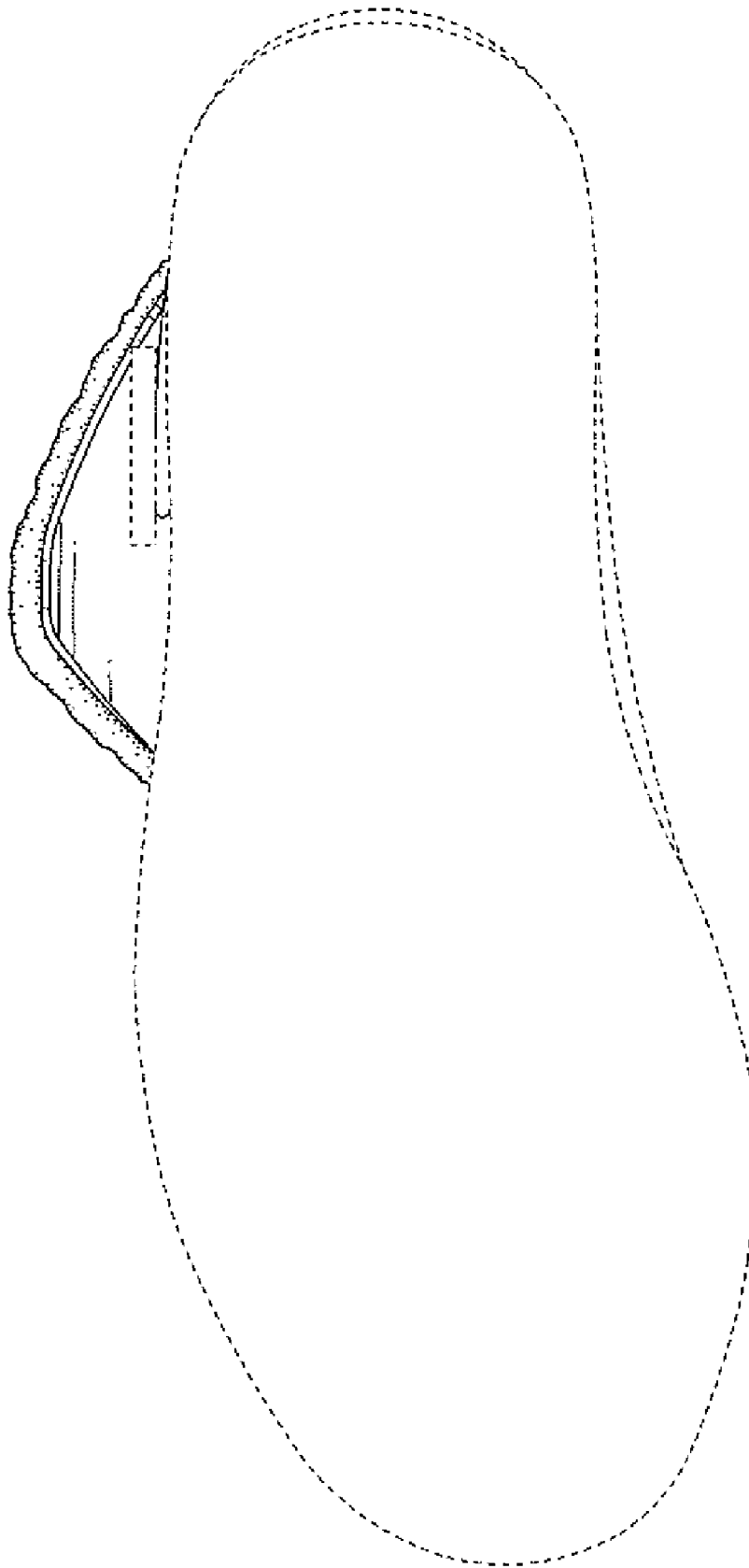


FIG. 7