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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,

15 Plaintiff,

16 v.

17 TONY TATEOSSIAN, an individual
18 dba COSTBUYS; and DOES 1-10,
19 inclusive,

20 Defendants.

) CASE NO.:

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

- 15) **1. TRADEMARK INFRINGEMENT;**
- 16) **2. TRADE DRESS INFRINGEMENT;**
- 17) **3. TRADEMARK INFRINGEMENT**
18) **UNDER CALIFORNIA COMMON**
19) **LAW;**
- 20) **4. UNFAIR COMPETITION UNDER**
21) **CALIFORNIA UNFAIR BUSINESS**
22) **PRACTICES ACT, CAL. BUS. &**
23) **PROF. CODE, § 17200, ET. SEQ.;**
- 24) **5. UNFAIR COMPETITION UNDER**
25) **CALIFORNIA COMMON LAW**
- 26) **6. PATENT INFRINGEMENT – U.S.**
27) **PATENT NO. D599,999**
- 28) **7. PATENT INFRINGEMENT – U.S.**
29) **PATENT NO. D594,638**

) **JURY TRIAL DEMANDED**

1 Defendant and DOES 1 through 10, inclusive, are in some manner responsible for the
2 wrongs alleged herein, and that at all times referenced each was the agent and servant
3 of the other Defendants and was acting within the course and scope of said agency and
4 employment.

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

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

14 **A. Deckers' UGG® Brand**

15 8. Deckers has been engaged in the design, distribution, marketing, offering
16 for sale, and sale of footwear since 1975. Deckers owns several brands of footwear
17 including UGG®, Koolaburra®, Teva®, Sanuk®, and Hoka One One®.

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

24 10. It has now been eighteen years since UGG® boots were first featured on
25 Oprah's Favorite Things® in the year 2000, and Oprah emphatically declared on
26 national television how much she "LOOOOOVES her UGG boots." The popularity of
27 UGG® brand footwear has grown exponentially since then with celebrities including
28 Kate Hudson and Sarah Jessica Parker among a myriad of others regularly donning

1 them. UGG® sheepskin boots have become a high fashion luxury item and can be
2 found on fashion runways around the world.

3 11. Deckers' UGG® products are distributed and sold to consumers through
4 authorized retailers throughout the United States at point-of-sale and on the Internet,
5 including through its UGG® Concept Stores and its website www.ugg.com.

6 **B. Defendant's Infringing Activities**

7 12. Upon information and belief, Defendant manufactures, imports, designs,
8 advertises, markets, distributes, offers for sale, and/or sells footwear for men and
9 women. Defendant offers footwear through his online store, www.costbuys.com,
10 which is accessible to consumers nationwide, including within this judicial district.

11 13. The present lawsuit arises from Defendant's willful infringement of
12 Deckers' federally registered UGG® Sun Mark, the UGG® "Bailey Button Boot Trade
13 Dress," and U.S. Patent Nos. D599,999 and D594,638, to which Deckers has exclusive
14 rights, by certain of Defendant's footwear products ("Accused Products"), an example
15 of which is shown below.



23 *Accused Products*

24 14. Deckers is informed and believes and herein alleges that Defendant is a
25 competitor and has copied Deckers' boot designs in an effort to exploit Deckers'
26 reputation in the market.

27 15. Upon information and belief, Defendant may have sold additional
28 products that infringe upon Deckers' intellectual property. Deckers may seek leave to

1 amend as additional information becomes available through discovery.

2 16. Deckers has not granted a license or any other form of permission to
3 Defendant with respect to its trademarks, design patents, trade dresses, or other
4 intellectual property.

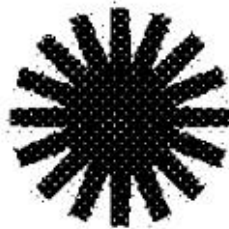
5 17. Deckers is informed and believes and herein alleges that Defendant has
6 acted in bad faith and that Defendant's acts have misled and confused and were
7 intended to cause confusion, or to cause mistake, or to deceive as to the affiliation,
8 connection, or association of Defendant's Accused Products with Deckers, or as to the
9 origin, sponsorship, or approval of Defendant's Accused Products by Deckers.

10 **FIRST CLAIM FOR RELIEF**

11 **(Trademark Infringement – 15 U.S.C. § 1114)**

12 18. Deckers incorporates herein by reference the averments of the preceding
13 paragraphs as though fully set forth herein.

14 19. Deckers owns several trademark registrations in the United States and has
15 many applications pending in connection with various goods and services that it sells
16 and/or provides in connection with its famous UGG® brand. Deckers' United States
17 trademark registrations for the UGG® Sun Mark (shown below) include but are not
18 limited to U.S. Reg. Nos. 3,624,595 for footwear.



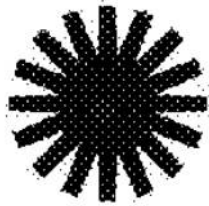
23 20. Registrations for the UGG® Sun Mark are valid and subsisting. At all
24 times relevant hereto, the UGG® Sun Mark has been continually used by Deckers in
25 most of the world and in the United States, on or in connection with the manufacture,
26 distribution, sale and promotion of its products.

27 21. Deckers' UGG® Sun Mark is nationally recognized, including within this
28 judicial district, as being affixed to goods and merchandise of the highest quality and

1 coming from Deckers.

2 22. The UGG® Sun Mark is distinctive when applied to high-quality
3 footwear and related merchandise, signifying to the purchaser that the products come
4 from Deckers and are manufactured to Deckers' quality standards.

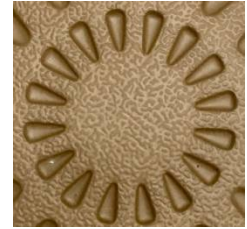
5 23. The Accused Products include on the outsole of the products a mark that
6 is nearly identical to and/or substantially indistinguishable from the UGG® Sun Mark,
7 as shown below.



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12 **UGG® Sun Mark**



13 **UGG® Sun Mark on**
14 **Outsole of Authentic**
15 **UGG® Footwear**



16 **Infringing Sun Mark on**
17 **Outsole of Defendant's**
18 **Accused Products**

19 24. Defendant's unauthorized use of the UGG® Sun Mark in interstate
20 commerce and advertising relating to same constitutes false designation of origin and a
21 false representation that his goods are manufactured, offered, sponsored, authorized,
22 licensed by or otherwise connected with Deckers or come from the same source as
23 Deckers' goods and are of the same quality as that assured by Deckers' UGG®
24 trademarks.

25 25. Defendant's use of the UGG® Sun Mark is without Deckers' permission
26 or authority and is in total disregard of Deckers' rights to control its trademarks.

27 26. Defendant's infringing activities are likely to lead to and result in
28 consumer confusion, mistake or deception, and are likely to cause the public to believe
that Deckers has produced, sponsored, authorized, licensed or is otherwise connected
or affiliated with Defendant's commercial and business activities, all to the detriment
of Deckers.

29 27. Upon information and belief, Defendant has knowledge of Deckers' rights
in the UGG® Sun Mark. Further, upon information and belief, Defendant's acts are

1 deliberate, willful and intended to confuse the public as to the source of Defendant's
2 goods or services and to injure Deckers and reap the benefit of Deckers' goodwill
3 associated with the UGG® Sun Mark.

4 28. As a direct and proximate result of Defendant's infringing conduct,
5 Deckers has been injured and will continue to suffer irreparable injury to its business
6 and reputation unless Defendant is restrained by this Court from infringing Deckers'
7 UGG® Sun Mark.

8 29. Deckers has no adequate remedy at law.

9 30. In light of the foregoing, Deckers is entitled to injunctive relief
10 prohibiting Defendant from using Deckers' UGG® Sun Mark, or any marks
11 confusingly similar thereto, for any purpose, and to recover from Defendant all
12 damages, including attorneys' fees, that Deckers has sustained and will sustain as a
13 result of such infringing acts, and all gains, profits and advantages obtained by
14 Defendant as a result thereof, in an amount not yet known, as well as the costs of this
15 action and up to treble damages pursuant to 15 U.S.C. § 1117(a) and (b), or statutory
16 damages pursuant to 15 U.S.C. § 1117(c).

17 **SECOND CLAIM FOR RELIEF**

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

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

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

- 24 i Classic suede boot styling made famous by the UGG® brand;
- 25 i Overlapping of front and rear panels on the lateral side of the boot shaft;
- 26 i Curved top edges on the overlapping panels;
- 27 i Exposed fleece-type lining edging the overlapping panels and top of the
28 boot shaft; and

1 i One or more buttons (depending on the height of the boot) prominently
2 featured on the lateral side of the boot shaft adjacent the overlapping panels
3 (hereinafter “Bailey Button Boot Trade Dress”).



11 33. The Bailey Button Boot Trade Dress, which is a composite of the above-
12 referenced features, is non-functional in its entirety, visually distinctive, and is unique
13 in the footwear industry.

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

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

25 36. The Bailey Button Boot Trade Dress is one of the most well-recognized
26 and commercially successful styles of Deckers’ UGG® brand of footwear, having been
27 featured on Deckers’ advertising and promotional materials as well as in various trade
28 publications. Furthermore, the Bailey Button Boot Trade Dress has been featured in

1 connection with various celebrities, has received a large volume of unsolicited media
2 attention, and has graced the pages of many popular magazines nationwide and
3 internationally.

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

9 38. Deckers has sold hundreds of millions of dollars worth of UGG®
10 products bearing the Bailey Button Boot Trade Dress.

11 39. Due to its long use, extensive sales, and significant advertising and
12 promotional activities, Deckers' Bailey Button Boot Trade Dress has achieved
13 widespread acceptance and recognition among the consuming public and trade
14 throughout the United States.

15 40. There are numerous other boot designs in the footwear industry, none of
16 which necessitate copying or imitating the Bailey Button Boot Trade Dress. However,
17 due to the popularity and consumer recognition achieved by the Bailey Button boot,
18 said design has often been the subject of infringement by third-parties, including
19 Defendant.

20 41. Deckers is informed and believes and herein alleges that Defendant is a
21 competitor and has copied Deckers' Bailey Button Boot Trade Dress in an effort to
22 exploit Deckers' reputation in the market.

23 42. Certain of the Accused Products produced, distributed, advertised and
24 offered for sale by Defendant bear nearly identical reproductions of the Bailey Button
25 Boot Trade Dress, such as to cause a likelihood of confusion as to the source,
26 sponsorship or approval by Deckers of Defendant's products.

27 43. Defendant's use of Deckers' Bailey Button Boot Trade Dress is without
28 Deckers' permission or authority and in total disregard of Deckers' rights to control its

1 intellectual property.

2 44. Defendant's use of Deckers' Bailey Button Boot Trade Dress is likely to
3 lead to and result in confusion, mistake or deception, and is likely to cause the public
4 to believe that Defendant's products are produced, sponsored, authorized, or licensed
5 by or are otherwise connected or affiliated with Deckers, all to the detriment of
6 Deckers.

7 45. Deckers has no adequate remedy at law.

8 46. In light of the foregoing, Deckers is entitled to injunctive relief
9 prohibiting Defendant from using Deckers' Bailey Button Boot Trade Dress, or any
10 designs confusingly similar thereto, and to recover all damages, including attorneys'
11 fees, that Deckers has sustained and will sustain, and all gains, profits and advantages
12 obtained by Defendant as a result of his infringing acts alleged above in an amount not
13 yet known, as well as the costs of this action.

14 **THIRD CLAIM FOR RELIEF**

15 **(Trademark Infringement under California Common Law)**

16 47. Deckers incorporates herein by reference the averments of the preceding
17 paragraphs as though fully set forth herein.

18 48. Defendant's infringement of the UGG® Sun Mark and Bailey Button
19 Boot Trade Dress constitutes trademark and trade dress infringement in violation of the
20 common law of the state of California.

21 49. Defendant's unauthorized use of the UGG® Sun Mark and Bailey Button
22 Boot Trade Dress has caused and is likely to cause confusion as to the source of
23 Defendant's products, all to the detriment of Deckers.

24 50. Defendant's acts are willful, deliberate, and intended to confuse the public
25 and to injure Deckers.

26 51. Deckers has no adequate remedy at law to compensate it fully for the
27 damages that have been caused and which will continue to be caused by Defendant's
28 infringing conduct, unless he is enjoined by this Court.

1 Deckers has suffered damages and will continue to suffer damages in an amount that is
2 not presently ascertainable but will be proven at trial. Deckers is entitled to all
3 available relief provided for in California Unfair Business Practices Act, Cal. Bus. &
4 Prof. Code, § 17200, et. seq. including permanent injunctive relief.

5 59. Defendant committed the acts alleged herein intentionally, fraudulently,
6 maliciously, willfully, wantonly and oppressively, with intent to injure Deckers in its
7 business and with conscious disregard for Deckers' rights, thereby justifying awards of
8 punitive and exemplary damages in amounts sufficient to punish and to set an example
9 for others.

10 **FIFTH CLAIM FOR RELIEF**

11 **(Unfair Competition under California Common Law)**

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

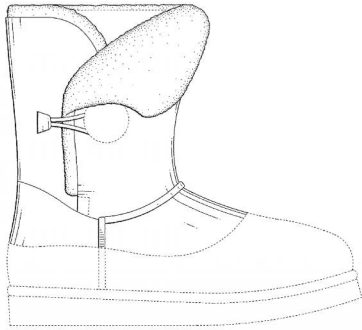
14 61. Defendant's infringement of the UGG® Sun Mark and Bailey Button
15 Boot Trade Dress constitutes unfair competition in violation of the common law of the
16 state of California.

17 62. Defendant is a competitor of Deckers and has copied Deckers' boot
18 designs in an effort to exploit Deckers' reputation in the market.

19 63. Defendant's infringing acts were intended to capitalize on Deckers'
20 goodwill associated therewith for Defendant's own pecuniary gain. Deckers has
21 expended substantial time, resources and effort to obtain an excellent reputation for its
22 brands of footwear. As a result of Deckers' efforts, Defendant is now unjustly
23 enriched and is benefiting from property rights that rightfully belong to Deckers.

24 64. Defendant's acts are willful, deliberate, and intended to confuse the public
25 and to injure Deckers.

26 65. Deckers has no adequate remedy at law to compensate it fully for the
27 damages that have been caused and which will continue to be caused by Defendant's
28 infringing conduct, unless he is enjoined by this Court.



Design Patent D599,999



UGG® Bailey Button Boot



Accused Product

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7 72. Defendant's aforesaid infringing acts are without Deckers' permission or
8 authority and are in total disregard of Deckers' right to control its intellectual property.

9 73. As a direct and proximate result of Defendant's infringing conduct,
10 Deckers has been injured and will continue to suffer injury to its business and
11 reputation unless Defendant is restrained by this Court from infringing Deckers' '999
12 Patent.

13 74. Defendant's acts have damaged and will continue to damage Deckers, and
14 Deckers has no adequate remedy at law.

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

17 76. Given the widespread popularity and recognition of Deckers' Bailey
18 Button boot and the patent notice provided on the products themselves, Deckers avers
19 and hereon alleges that Defendant had pre-suit knowledge of Deckers' rights to the
20 '999 Patent and has intentionally copied said design on his own brand of products in an
21 effort to pass them off as if they originated, are associated with, are affiliated with, are
22 sponsored by, are authorized by, and/or are approved by Deckers.

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

25 78. In light of the foregoing, Deckers is entitled to injunctive relief
26 prohibiting Defendant from infringing the '999 Patent and to recover damages
27 adequate to compensate for the infringement, including Defendant's 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 **SEVENTH CLAIM FOR RELIEF**

3 **(Patent Infringement - U.S. Patent No. D594,638)**

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

6 49. Deckers is the owner of numerous design patents to the various styles of
7 footwear it offers under its UGG® brand. These design patents include but are not
8 limited to outsole designs, one of which is the “New Classic Outsole Design” (U.S.
9 Patent No. 594,638; issued on June 23, 2009), a true and correct copy of which is
10 attached hereto and incorporated herein as Exhibit B (“ ‘638 Patent”).

11 50. Deckers is the owner by assignment of all right, title and interest in and to
12 the ‘638 Patent.

13 51. Defendant has used, caused to be produced, distributed, advertised,
14 marketed, offered for sale, sold within the United States, and/or has imported into the
15 United States footwear that bears an outsole substantially similar to the ‘638 Patent in
16 direct violation of 35 U.S.C. § 271. An example of the Accused Product is shown at
17 the far right of the ‘638 Patent drawing and authentic UGG® footwear featuring the
18 registered outsole below.



27 **Design Patent
28 D594,638**



**Authentic UGG® Footwear
Featuring D594,638 Outsole
Design**



**Infringing Outsole Design
on Defendant’s Accused
Product**

1 infringement was willful;

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

6 a. Manufacturing, importing, advertising, marketing, promoting,
7 supplying, distributing, offering for sale, or selling the Accused Products or any other
8 products which bear Deckers' Bailey Button Boot Trade Dress and/or any designs
9 confusingly similar thereto, as well as any products bearing designs that infringe upon
10 the '999 Patent and/or '638 Patent and/or the overall appearance thereof;

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

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

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

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

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

28 6. Awarding Deckers all of Defendant's profits and all damages sustained by

1 Deckers as a result of Defendant's wrongful acts, and such other compensatory
2 damages as the Court determines to be fair and appropriate;

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


5 8. Awarding statutory damages pursuant to 15 U.S.C. § 1117(c)(1) of up to
6 \$200,000 for each and every use of the UGG® Sun Mark or, if the Court finds that
7 Defendant's infringement is willful, awarding statutory damages pursuant to 15 U.S.C.
8 § 1117(c)(2) of up to \$2,000,000 for each and every use of the UGG® Sun Mark;

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

10 10. Awarding Deckers' punitive damages in connection with its claims under
11 California law; and

12 11. Such other relief as may be just and proper.

13
14 Dated: February 9, 2018 BLAKELY LAW GROUP

15
16 By: 
17 _____
18 Brent H. Blakely
19 Jessica C. Covington
20 *Attorneys for Plaintiff*
21 *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 Brent H. Blakely
9 Jessica C. Covington
10 *Attorneys for Plaintiff*
11 *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

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

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.

(**) 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

(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

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

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,

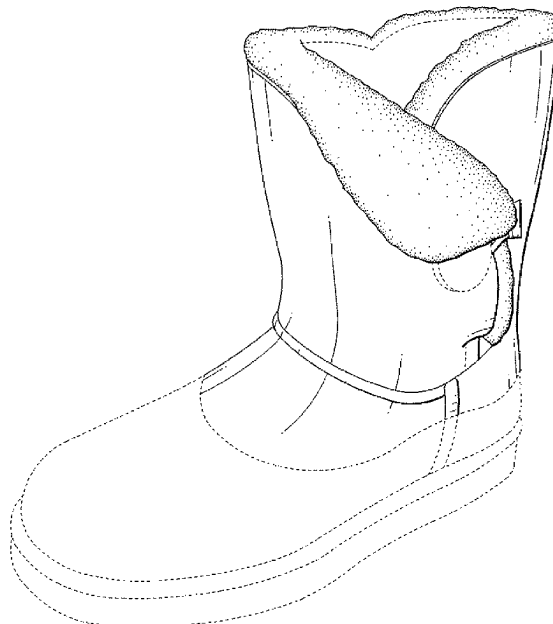
FIG. 7 is a bottom plan view thereof.

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



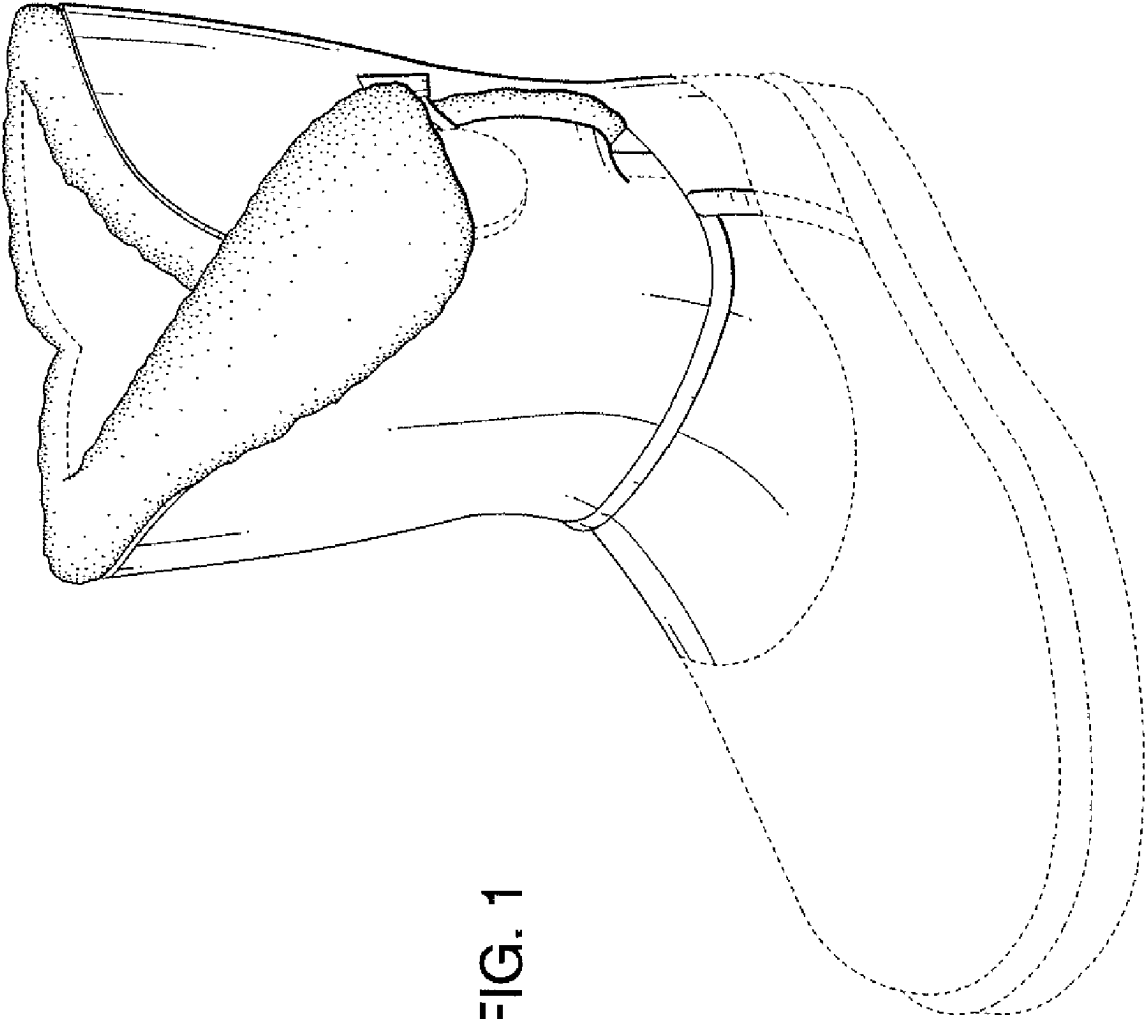


FIG. 1

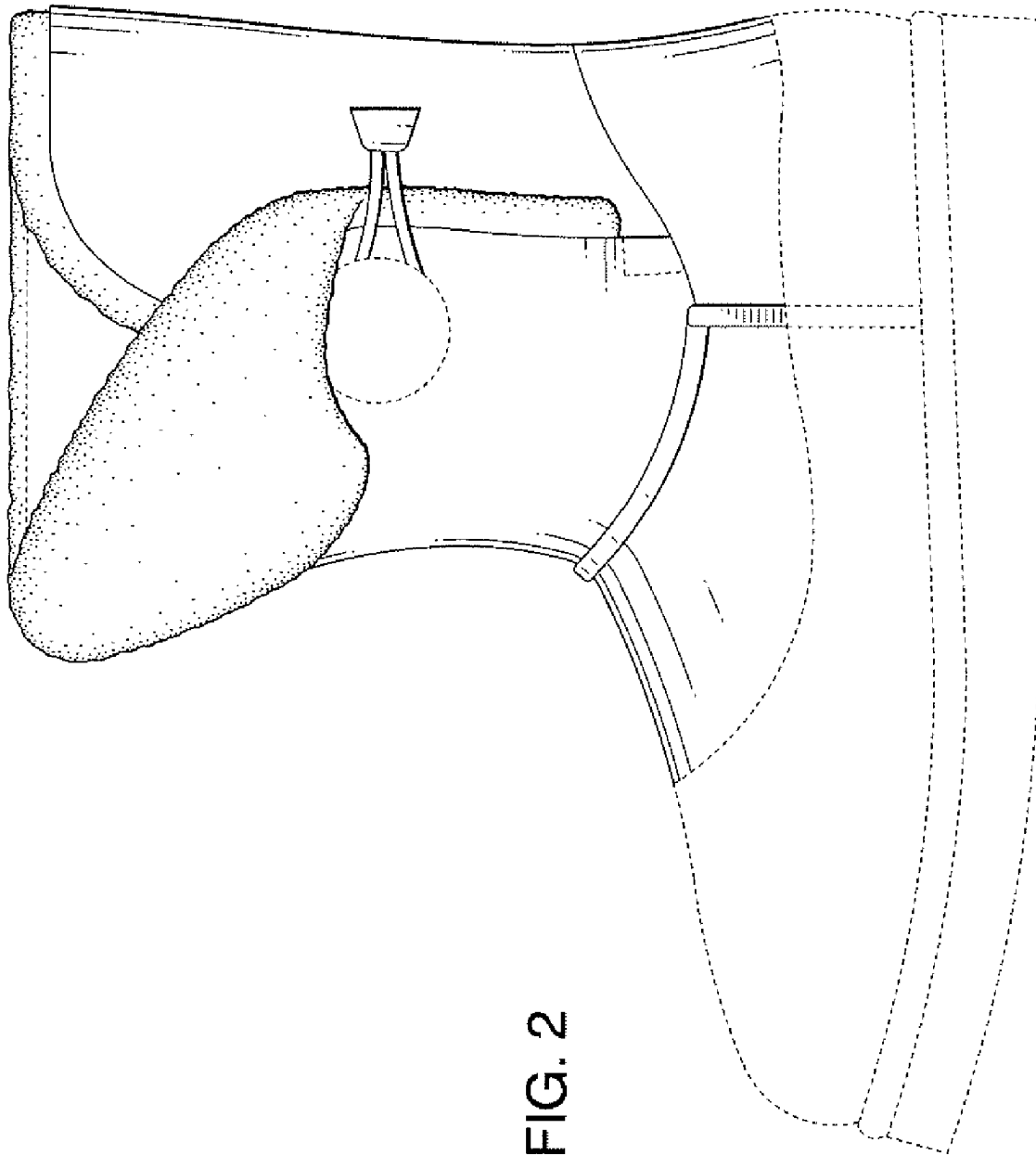


FIG. 2

FIG. 3

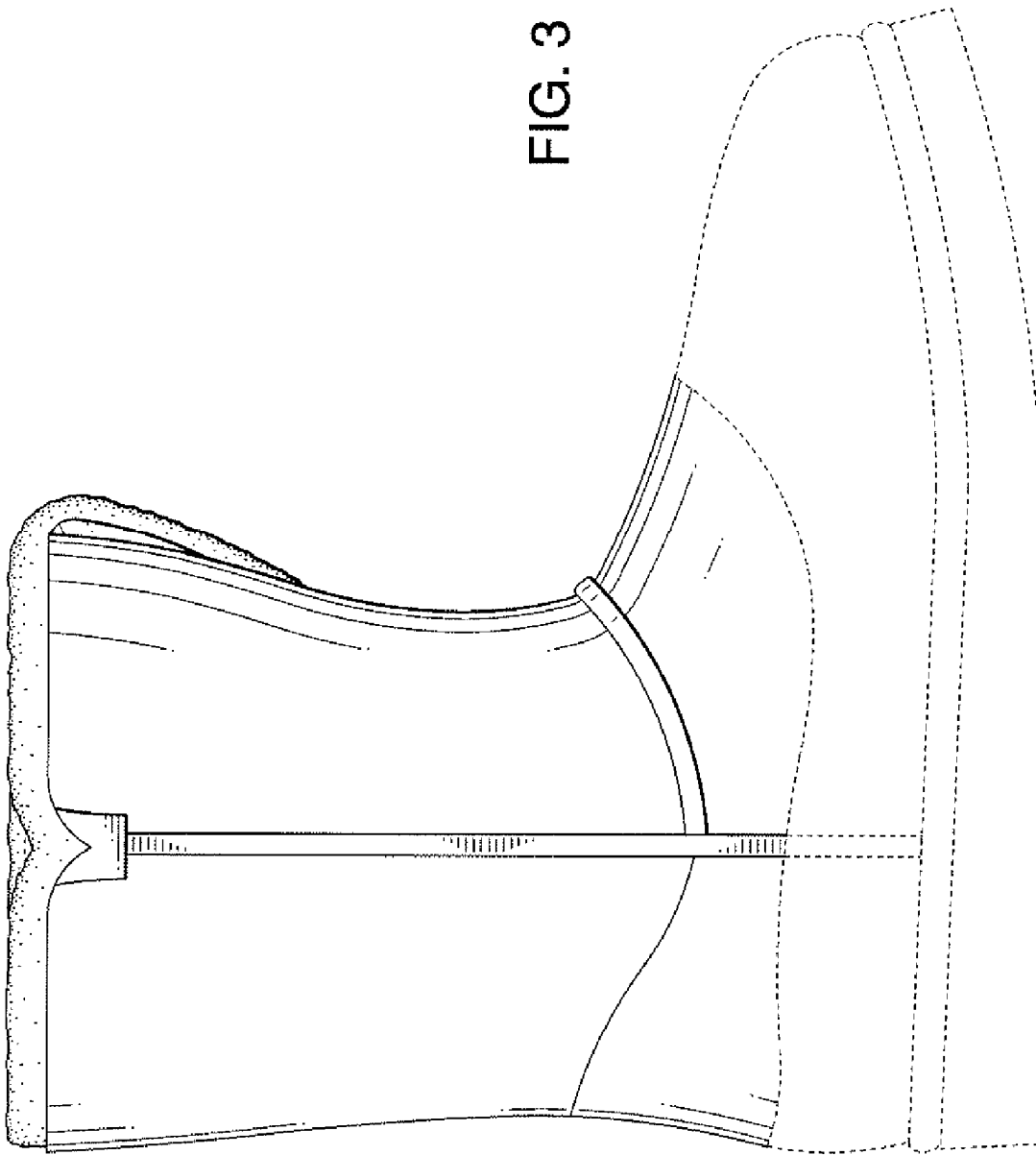


FIG. 5

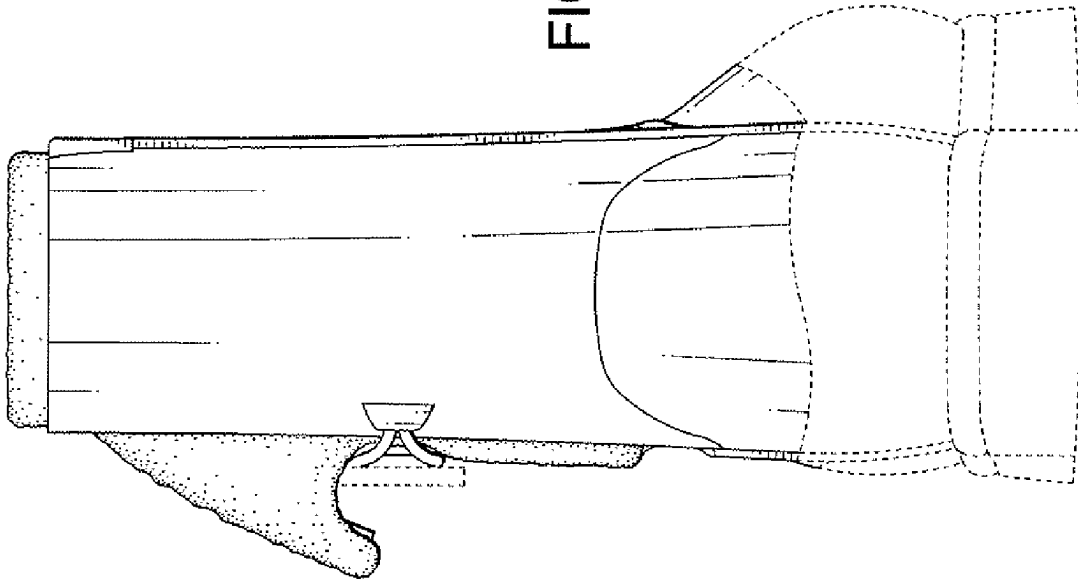
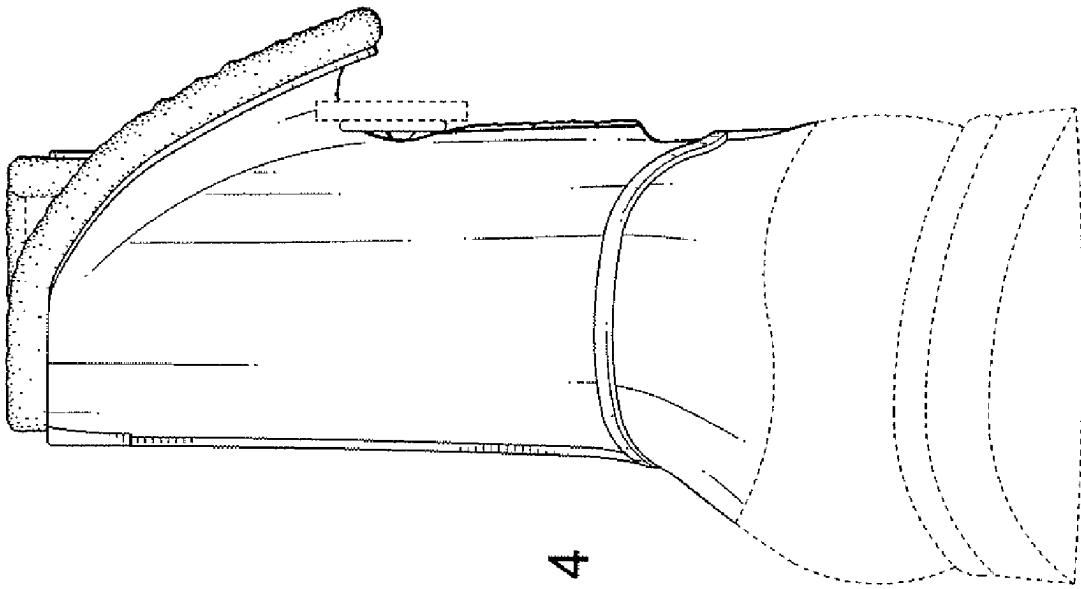


FIG. 4



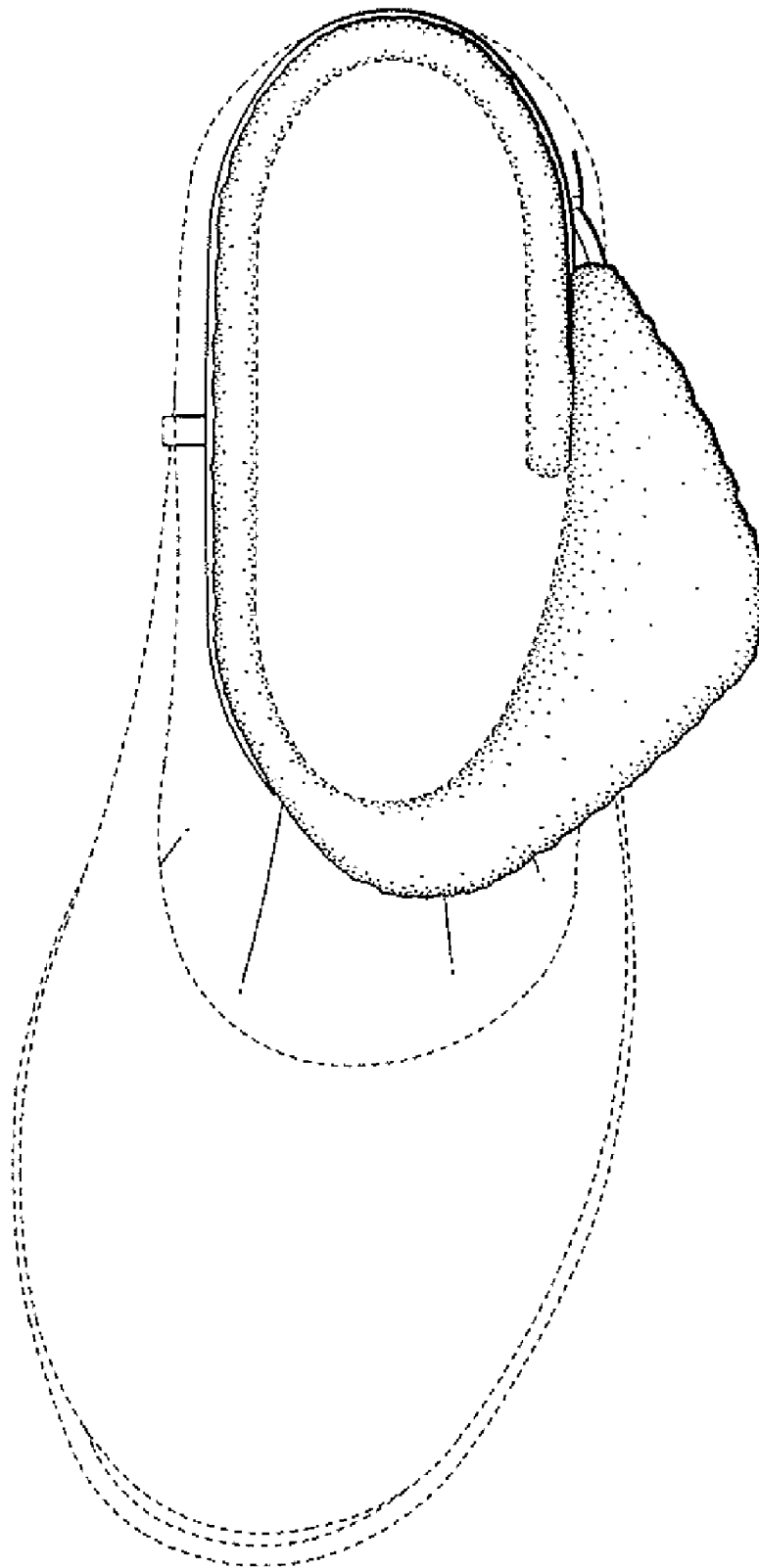


FIG. 6

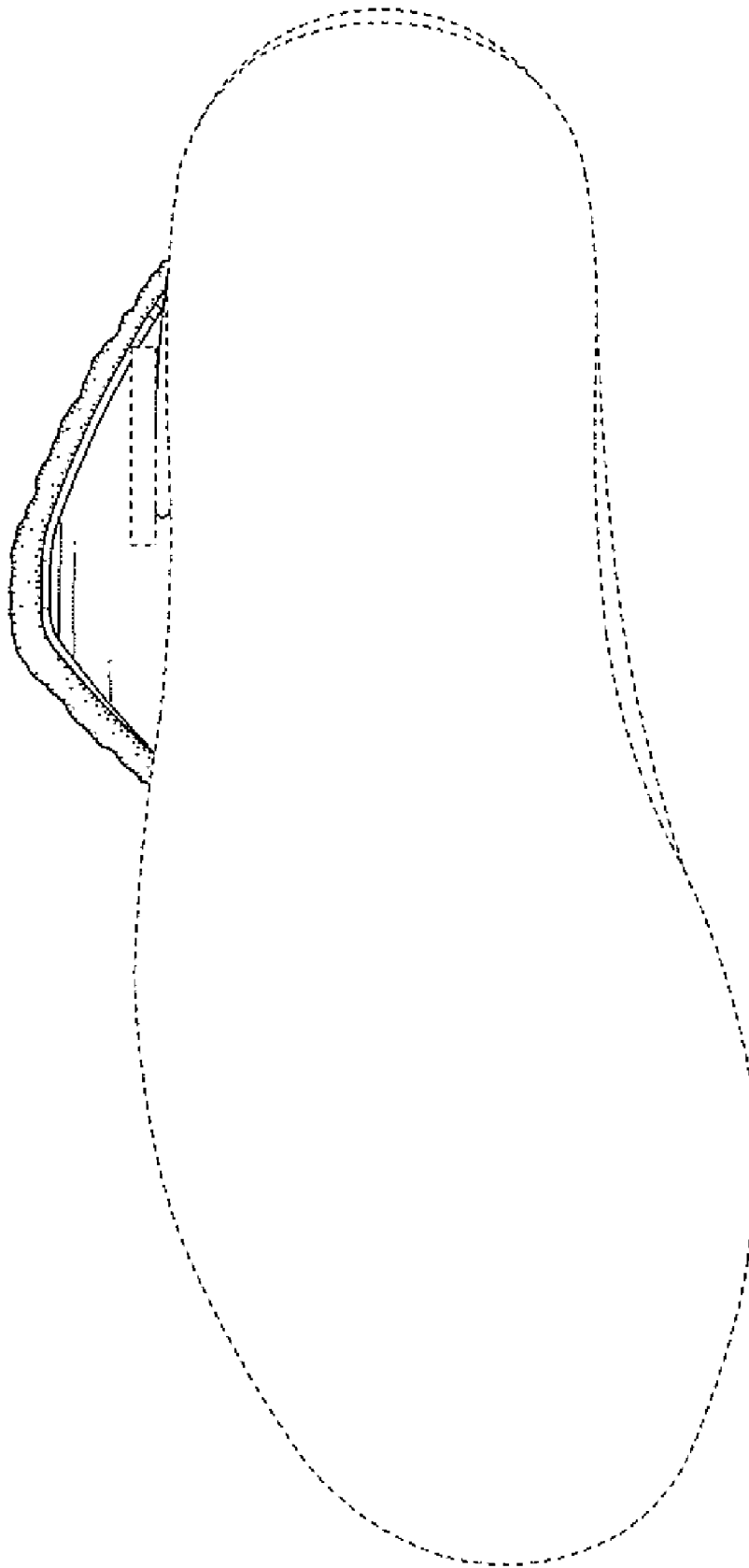


FIG. 7

EXHIBIT B



US00D594638S

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

(10) **Patent No.:** **US D594,638 S**

(45) **Date of Patent:** **** Jun. 23, 2009**

- (54) **FOOTWEAR OUTSOLE**
- (75) Inventor: **Damon R. Butler**, Portland, OR (US)
- (73) Assignee: **Deckers Outdoor Corporation**, Goleta, CA (US)
- (**) Term: **14 Years**
- (21) Appl. No.: **29/325,989**
- (22) Filed: **Oct. 9, 2008**
- (51) **LOC (9) Cl.** **02-04**
- (52) **U.S. Cl.** **D2/952; D2/953; D2/960**
- (58) **Field of Classification Search** D2/902, D2/906, 908, 947, 951-960; D5/1, 47, 61; 36/3 B, 22 R, 24.5, 25 R, 28, 32 R, 67 A, 36/59 C, 103

See application file for complete search history.

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Primary Examiner—Celia A Murphy

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(57) **CLAIM**

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

DESCRIPTION

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

FIG. 2 is a bottom plan view thereof;

FIG. 3 is a top plan view thereof;

FIG. 4 is a first side elevational view thereof;

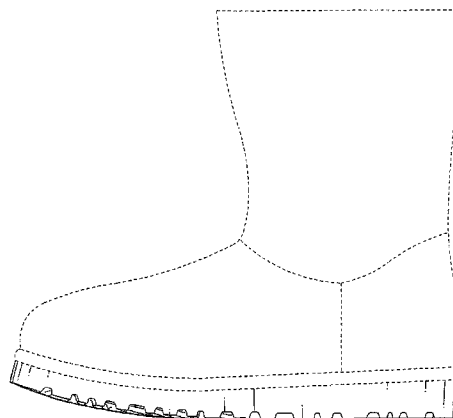
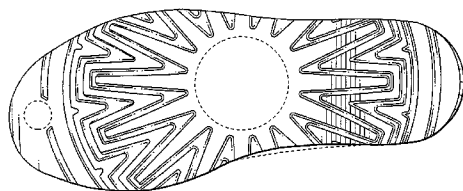
FIG. 5 is an opposite side elevational view thereof;

FIG. 6 is a front elevational view thereof; and,

FIG. 7 is a rear elevational view thereof.

The broken lines immediately adjacent to the claimed subject matter throughout the views form the boundaries of the design. The broken-line circle in FIGS. 1, 2 and 6 define the interior boundaries of the design. The broken lines showing the boot upper represent the portions of the design that form no part of the claim. None of the broken lines or the areas within them forms any part of the claim.

1 Claim, 5 Drawing Sheets



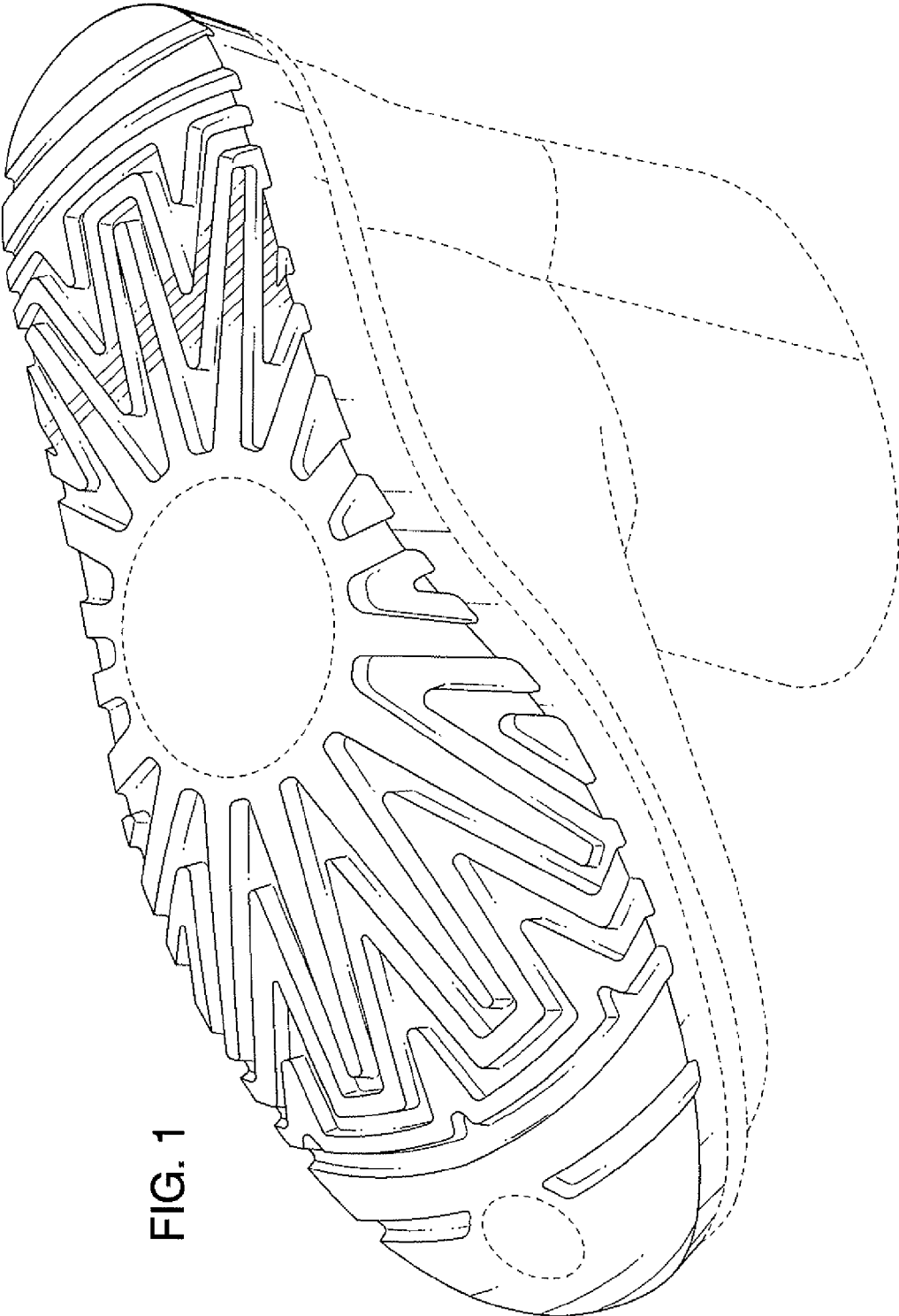


FIG. 1

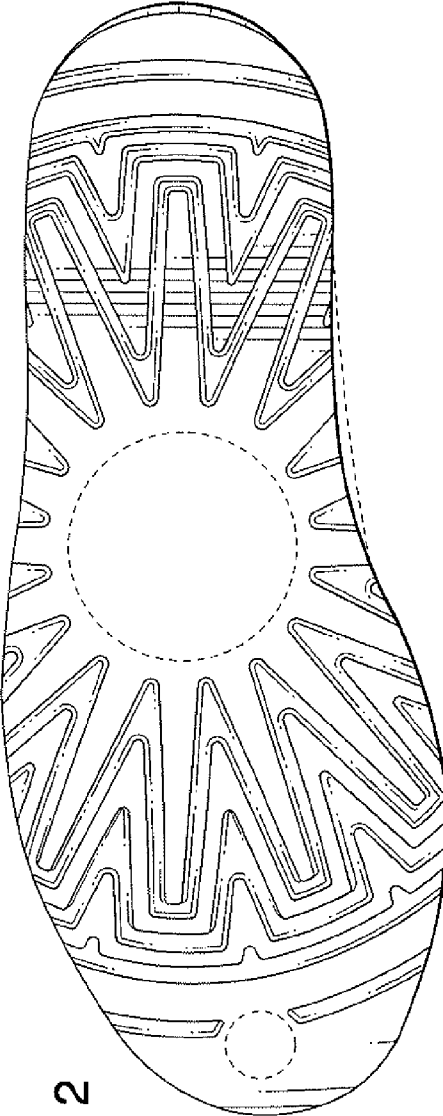


FIG. 2

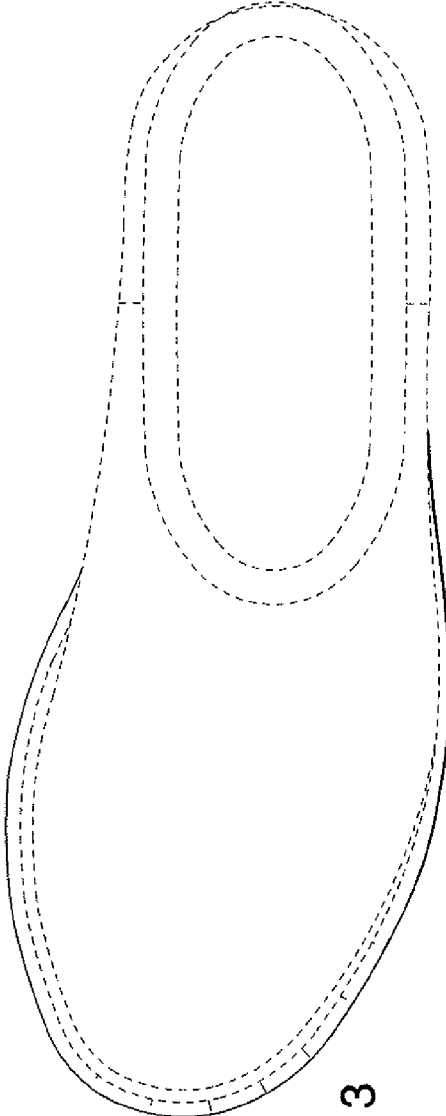
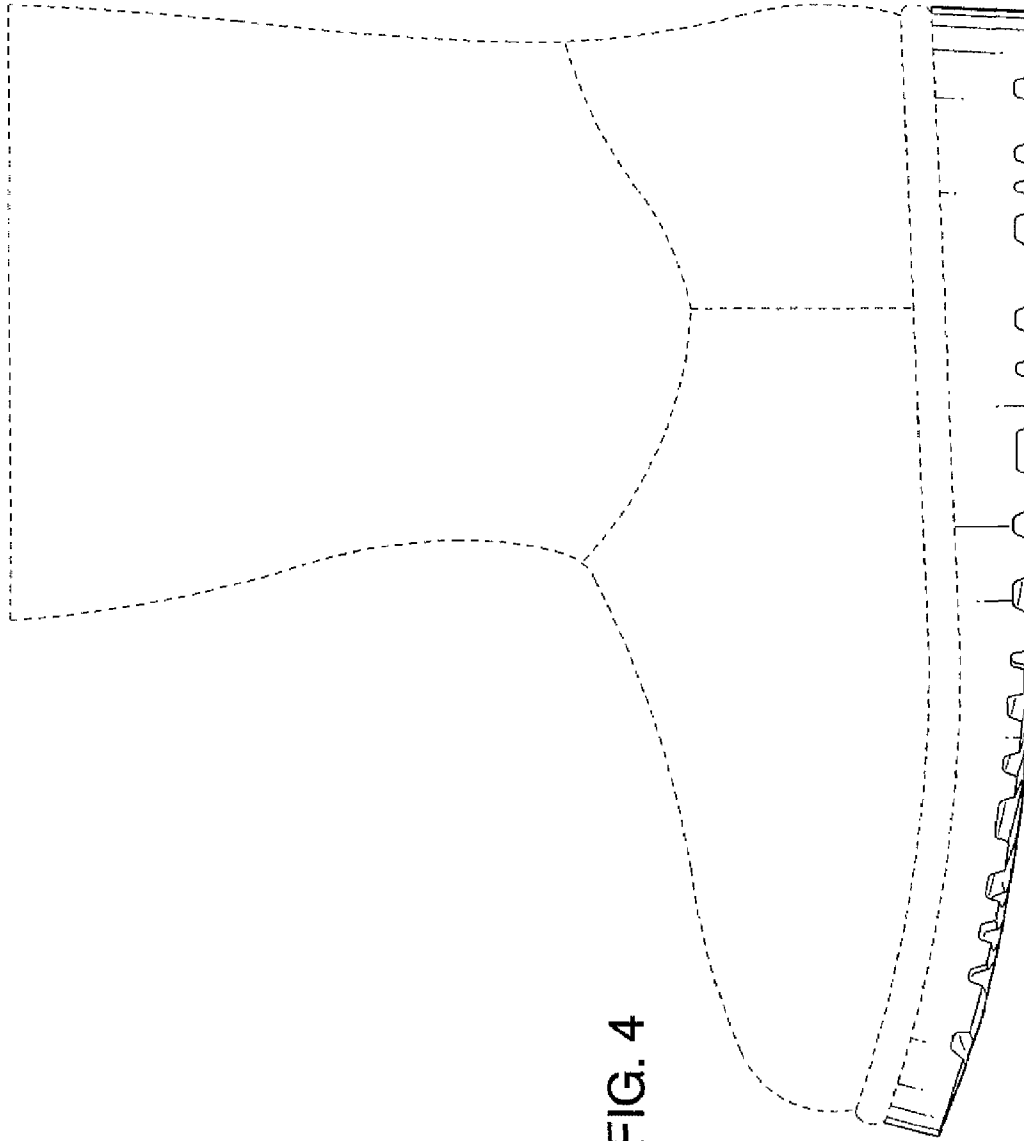


FIG. 3



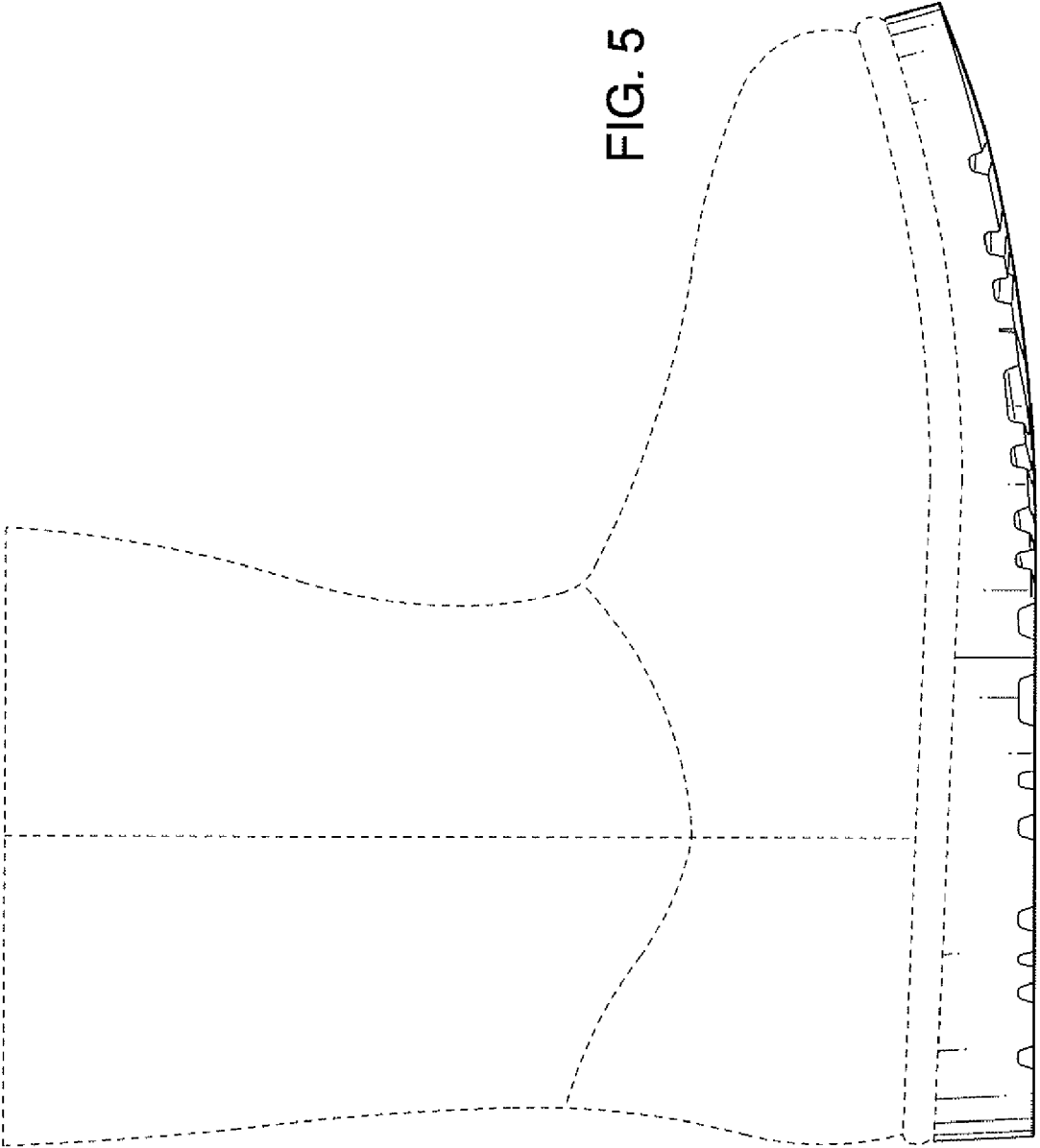


FIG. 5

