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 11 **Deckers Outdoor Corporation**

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

10 DECKERS OUTDOOR
 11 CORPORATION, a Delaware
 12 Corporation,

12 Plaintiff,

14 v.

15 WALMART, INC., a Delaware
 16 Corporation; and DOES 1-10, inclusive,

17 Defendant.

) CASE NO.:

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

- 13) **1. TRADE DRESS INFRINGEMENT**
- 14) **UNDER THE LANHAM**
- 15) **ACT(CLAIMS 1-5)**
- 16) **2. TRADE DRESS INFRINGEMENT**
- 17) **UNDER CALIFORNIA COMMON**
- 18) **LAW (CLAIMS 6-10)**
- 19) **3. UNFAIR COMPETITION IN**
- 20) **VIOLATION OF CAL. BUS. &**
- 21) **PROF. CODE § 17200 et seq. (Claim**
- 22) **11)**
- 23) **4. UNFAIR COMPETITION UNDER**
- 24) **CALIFORNIA COMMON LAW**
- 25) **(CLAIM 12)**
- 26) **5. PATENT INFRINGEMENT**
- 27) **(CLAIMS 13-17)**

) **JURY TRIAL DEMANDED**

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

4 **JURISDICTION AND VENUE**

5 1. This action arises out of Defendant’s 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 Defendant because Defendant
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 Defendant committed acts of infringement in this judicial
23 district.

24 **THE PARTIES**

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

1 and Teva® products covered by the intellectual property asserted in this Complaint.

2 6. Upon information and belief, Defendant Walmart, Inc. (“Walmart”) is a
3 corporation organized and existing under the laws of the state of Delaware and a
4 registered foreign entity doing business in the state of California, with an office and
5 principal place of business located at 702 South West 8th Street, Bentonville, Arkansas,
6 72716.

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

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

16 **A. Deckers’ Brands**

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

21 **1. The UGG® Brand**

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

27 10. For example, in 2000, UGG® boots were featured on Oprah’s Favorite
28 Things® where Oprah emphatically declared on national television how much she

1 “LOOOOOVES her UGG boots.” Since then, the popularity of UGG® footwear has
2 grown exponentially, with celebrities such as Hailey Bieber, Kendall Jenner, Emily
3 Ratajowski, and Megan Fox among a myriad of others regularly seen wearing UGG®
4 footwear, including the UGG® Oh Yeah slide and the UGG® Classic Ultra Mini.

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

11 **2. The HOKA® Brand**

12 12. Founded in 2009, HOKA® has quickly grown into a leading performance
13 footwear brand well-known and recognized as an authentic premium line of year-round
14 performance footwear in the United States and globally. HOKA® footwear has been
15 and remains highly coveted today by consumers as high-performance athletic footwear
16 and a recognizable symbol of innovation, empowerment, and finding the joy in
17 movement.

18 13. Since inception, HOKA® footwear has become the prototype for
19 maximalist and innovative athletic footwear. The popularity of HOKA® footwear has
20 grown exponentially, with celebrities such as Reese Witherspoon, Cameron Diaz,
21 Gwyneth Paltrow, Jennifer Garner, and Julianne Hough among a myriad of others
22 regularly seen wearing HOKA® footwear, including the HOKA® Ora Recovery Slide.

23 14. The world-wide recognition as a “premium” brand and the overwhelming
24 popularity of the HOKA® brand is due to Deckers’ continuous commitment to quality,
25 sustainability, and excellence. Today, Deckers’ footwear products under the HOKA®
26 brand are widely available and sold to consumers in every state, including California,
27 through authorized retailers on the internet and brick-and-mortar stores, as well as on
28 the internet at www.HOKA.com

1 **3. The Teva® Brand**

2 15. Deckers’ Teva® brand is well-known and recognized as the original
3 outdoor sport sandal in the United States. Since 1984, when the Teva® brand was
4 founded, the popularity of Teva® footwear has steadily grown in the U.S. and around
5 the world. Teva® footwear has been and remains highly coveted today by consumers
6 as one of the most popular and recognizable symbols of the freedom to roam and explore
7 the outdoors in comfort.

8 16. Since 1984, Teva® sandals have become the ultimate archetype for
9 comfortable outdoor sandals. Since then, the popularity of Teva® footwear has grown
10 exponentially, with celebrities such as Solange, Elle Fanning, and Kendall Jenner
11 among a myriad of others regularly seen wearing Teva® footwear, including the Teva®
12 Hurricane Drift sandal (the embodiment of the “Hurricane Drift Trade Dress”), and the
13 Teva® Original Universal Sandal for Women and Kids in the iconic 90’s Multi
14 Colorway (the embodiment of the “Original Universal 90’s Multi Colorway Trade
15 Dress”).

16 17. The world-wide recognition as a “premium” brand and the overwhelming
17 popularity of the Teva® brand is due to Deckers’ continuous commitment to quality,
18 sustainability, and excellence. Today, Deckers’ footwear products under the Teva®
19 brand are widely available and sold to consumers in every state, including California,
20 through authorized retailers on the internet and in brick-and-mortar stores, as well as
21 directly from Deckers on the internet at www.teva.com.

22 **B. Defendant’s Infringing Activities**

23 18. This lawsuit arises from Defendant’s design, manufacture, importation,
24 distribution, advertisement, marketing, offering for sale, and sale in the U.S. of certain
25 footwear products that infringe upon Deckers’ “Classic Ultra Mini Trade Dress”, “Oh
26 Yeah Trade Dress”, “Hurricane Drift Trade Dress”, “Original Universal 90’s Multi
27 Colorway Trade Dress”, “Ora Recovery Slide Trade Dress”, and U.S. Pat. Nos.
28 D594,638 (“’638 Patent”), D867,731 (“’731 Patent”), D927,161 (“’161 Patent”),

1 D814,162 (“162 Patent”), and D901,870 (“870 Patent”) (the “Accused Products”).

2 19. Upon information and belief, Defendant Walmart is engaged in the retail
3 sale of a wide range of apparel including under its Time and Tru® brand through its
4 “brick and mortar” retail stores located nationwide, including stores located within this
5 judicial district, as well as through its website (www.walmart.com) that is accessible to
6 customers nationwide, including to those within this judicial district.

7 20. Upon information and belief, Walmart is a competitor of Deckers, and
8 Defendant introduced the Accused Products into the stream of commerce in an effort to
9 exploit Deckers’ goodwill and the reputation of the UGG® Classic Ultra Mini, UGG®
10 Oh Yeah slide, HOKA® Ora Recovery Slide, Teva® Hurricane Drift Sandal, and
11 Teva® Original Universal Sandal in the 90’s Multi Colorway.

12 21. Deckers has not granted Defendant a license to practice nor given
13 Defendant any form of permission to use Deckers’ trademarks, trade dresses, or patents,
14 including Deckers’ Classic Ultra Mini Trade Dress, Oh Yeah Trade Dress, Hurricane
15 Drift Trade Dress, Original Universal 90’s Multi Colorway Trade Dress, Ora Recovery
16 Slide Trade Dress, and/or U.S. Pat. Nos. D594,638, D867,731, D927,161, D814,162,
17 and D901,870.

18 **1. Defendant’s Infringement of UGG® Ultra Mini Trade Dress,**
19 **U.S. Patent No. D927,161, and U.S. Patent No. D594,638**

20 22. Upon information and belief, Defendant imported into the U.S., advertised,
21 marketed, offered for sale, and/or sold at least the Accused Products identified by name
22 as Portland Boot Company brand “Lucy” through Walmart’s website
23 (www.walmart.com) to consumers nationwide, including consumers located within this
24 judicial district. Exemplar of the Accused Product below:
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**Exemplar of Defendant’s
Portland Boot Company brand “Lucy”**

**2. Defendant’s Infringement of the UGG® Oh Yeah Trade Dress
and U.S. Patent No. D901,870**

23. 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 “Kendall + Kylie” brand “Women’s Shane Faux Fur Two Band Slipper” through Walmart’s retail stores and its website (www.walmart.com) to consumers nationwide, including consumers located within this judicial district. Exemplar of the Accused Product below:



**Exemplar of Defendant’s
Kendall + Kylie® “Women’s Shane Faux Fur Two Band Slipper”**

3. Defendant’s Infringement of U.S. Patent No. D814,162

24. Upon information and belief, Defendant imported into the U.S., advertised,

1 marketed, offered for sale, and/or sold at least the Accused Products identified by name
2 as Fifth & Luxe brand “Women’s Comfortable Microsuede Winter Boot” through
3 Walmart’s website (www.walmart.com) to consumers nationwide, including
4 consumers located within this judicial district. Exemplar of the Accused Product below:



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Exemplar of Defendant’s

21 **Fifth & Luxe brand “Women’s Comfortable Microsuede Winter Boots”**

22 **4. Defendant’s Infringement of the HOKA® Ora Recovery Slide**
23 **Trade Dress**

24 25. Upon information and belief, Defendant imported into the U.S., advertised,
25 marketed, offered for sale, and/or sold at least the Accused Products identified by name
26 as “Luxur” brand “Flat Sandals Slip On Flip Flop Sport Slide Shower Slippers Shoes
27 Gym House” through Walmart’s retail stores and its website (www.walmart.com) to
28 consumers nationwide, including consumers located within this judicial district.

1 Exemplar of the Accused Product below:



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8 Exemplar of Defendant's

9 Luxur "Flat Sandals Slip On Flip Flop Sport Slide Shower Slippers Shoes Gym House"

10 **5. Defendant's Infringement of the Teva® Hurricane Drift Trade**
11 **Dress and U.S. Pat. No. D867,731**

12 26. Upon information and belief, Defendant imported into the U.S., advertised,
13 marketed, offered for sale, and/or sold at least the Accused Products identified by name
14 as 1) "Wonder Nation" brand "EVA Beach Sport Sandal" and 2) "GEORGE" brand
15 "Float Active Strap Sandal" through Walmart's retail stores and its website
16 (www.walmart.com) to consumers nationwide, including consumers located within this
17 judicial district. Exemplars of the Accused Products below:



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24 Exemplar of Defendant's

25 "Wonder Nation" brand "EVA Beach Sport
26 Sandal"



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28 Exemplar of Defendant's

"GEORGE" brand "Float Active Strap Sandal"

6. Defendant's Infringement of the Teva® Original Universal 90's
Multi Colorway Trade Dress

1 27. Upon information and belief, Defendant imported into the U.S., advertised,
 2 marketed, offered for sale, and/or sold at least the Accused Products identified by name
 3 as Walmart’s brand Time and Tru® “Women’s Nature Sandal” in the “Rainbow”
 4 colorway through Walmart’s retail stores and its website (www.walmart.com) to
 5 consumers nationwide, including consumers located within this judicial district.
 6 Exemplar of the Accused Product below:



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 12 **Exemplar of Defendant’s**
 13 **Time and Tru® “Women’s Nature Sandal” in the “Rainbow” colorway**

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

17 29. Upon information and belief, Defendant have acted in bad faith and
 18 Defendant’s unlawful acts have misled and confused, and were intended to cause
 19 confusion, or to cause mistake, or to deceive consumers as to the affiliation, connection,
 20 or association of the Accused Products with Deckers, and/or the origin, sponsorship, or
 21 approval of the Accused Products by Deckers.

22 **FIRST CLAIM FOR RELIEF**
 23 **(Trade Dress Infringement of “Classic Ultra Mini Trade Dress” - 15 U.S.C. §**
 24 **1125(a))**

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

27 31. In 2018, Deckers introduced the UGG® Classic Ultra Mini, marketed and
 28 featuring the design elements protected under the “Classic Ultra Mini Trade Dress.”

1 The Classic Ultra Mini Trade Dress is unique and inherently distinctive, and comprised
2 of the following non-functional elements:

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

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



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25 33. The design of the Classic Ultra Mini Trade Dress is neither essential to its
26 use or purpose, nor does it affect the cost or quality of the shoe. There are numerous
27 other designs available that are equally feasible and efficient, none of which necessitate
28 copying or imitating the Classic Ultra Mini Trade Dress. The combination of features

1 comprising the Classic Ultra Mini Trade Dress provides no cost advantages to the
2 manufacturer or utilitarian advantages to the consumer. These features, in combination,
3 serve only to render the UGG® Classic Ultra Mini, the embodiment of the Classic Ultra
4 Mini Trade Dress, as a distinct product originating solely from Deckers.

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

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

17 36. Due to its long use, extensive sales, and significant advertising and
18 promotional activities, Deckers’ Classic Ultra Mini Trade Dress has achieved
19 widespread acceptance and recognition among the consuming public and trade
20 throughout the United States. Indeed, Deckers has sold millions of dollars’ worth of
21 UGG® Classic Ultra Mini boots, the embodiment of the Classic Ultra Mini Trade Dress.
22 Accordingly, the Classic Ultra Mini Trade Dress has achieved a high degree of
23 consumer recognition and secondary meaning, which serves to identify Deckers as the
24 exclusive source of footwear featuring said trade dress.

25 37. Upon information and belief, Defendant are competitors of Deckers and
26 Defendant introduced Accused Products into the stream of commerce in an effort to
27 exploit Deckers’ goodwill and the reputation of the UGG® Classic Ultra Mini.

28 38. The Accused Products manufactured, imported, distributed, advertised,

1 offered for sale, and/or sold by Defendant bear confusingly similar reproductions of the
2 Classic Ultra Mini Trade Dress, such as to cause a likelihood of confusion as to the
3 source, sponsorship or approval by Deckers of the Accused Products.

4 39. Defendant’s use of the Classic Ultra Mini Trade Dress is without Deckers’
5 permission or authorization, and in total disregard of Deckers’ rights to control its
6 intellectual property. There are numerous other shoe designs in the footwear industry,
7 none of which necessitate copying or imitating the Classic Ultra Mini Trade Dress.

8 40. Defendant’s use of the Classic Ultra Mini Trade Dress is likely to lead to
9 and result in confusion, mistake, or deception, and is likely to cause the public to believe
10 that Accused Products are produced, sponsored, authorized, or licensed by or are
11 otherwise connected or affiliated with Deckers.

12 41. As a direct and proximate result of the foregoing acts, Deckers has suffered
13 and will continue to suffer significant injuries in an amount to be determined at trial.
14 Deckers is entitled to recover all damages, including attorneys’ fees, that it has sustained
15 and will sustain, and all gains, profits and advantages obtained by Defendant as a result
16 of its infringing acts.

17 42. Furthermore, unless Defendant’s unlawful acts are enjoined by this Court,
18 there is no adequate remedy at law that can fully compensate Deckers for the harm
19 caused by Defendant’s infringement, which is ongoing. Accordingly, Deckers is
20 entitled to injunctive relief prohibiting Defendant from continuing to infringe the
21 Classic Ultra Mini Trade Dress, or any designs confusingly similar thereto.

22 **SECOND CLAIM FOR RELIEF**

23 **(Trade Dress Infringement of “Oh Yeah Trade Dress” - 15 U.S.C. § 1125(a))**

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

26 44. In 2020, Deckers introduced the UGG® Oh Yeah slide, marketed and
27 featuring the design elements protected under the “Oh Yeah Trade Dress.” The Oh
28 Yeah Trade Dress is unique and inherently distinctive, and comprised of the following

1 non-functional elements:

- 2 a. A slipper and sandal combined into a statement shoe;
- 3 b. A platform, sling back slide;
- 4 c. A platform sole with a furry footbed and furry perimeter sides;
- 5 d. Two parallel instep straps having a furry exterior extending from
6 the lateral side of the sole across the instep to the medial side of the sole;
- 7 e. An open toe; and
- 8 f. A heel strap extending from one side of the rear instep strap to the
9 other side of the instep strap.

10 45. The Oh Yeah Trade Dress, which is a composite of the above-referenced
11 features, is non-functional in its entirety, visually distinctive, and unique in the footwear
12 industry; examples of its distinctive appearance as a whole are shown in the photographs
13 below:



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

27 47. The UGG® Oh Yeah slide, the embodiment of the Oh Yeah Trade Dress,
28 is one of the most well-recognized and commercially successful styles of UGG® brand

1 of footwear products, having been featured in many of Deckers' advertising and
2 promotional materials as well as in various trade publications. The UGG® Oh Yeah
3 slide has received a large volume of unsolicited media attention, for example, through
4 various celebrities seen wearing the UGG® Oh Yeah slide, and has graced the pages of
5 many popular magazines nationwide and internationally.

6 48. Deckers has spent substantial time, effort, and money in designing,
7 developing, advertising, promoting, and marketing the UGG® brand and its line of
8 footwear embodying the Oh Yeah Trade Dress. Deckers spends millions of dollars
9 annually on advertising of UGG® products, including footwear embodying the Oh
10 Yeah Trade Dress.

11 49. Due to its long use, extensive sales, and significant advertising and
12 promotional activities, Deckers' Oh Yeah Trade Dress has achieved widespread
13 acceptance and recognition among the consuming public and trade throughout the
14 United States. Indeed, Deckers has sold millions of dollars' worth of the UGG® Oh
15 Yeah slide, the embodiment of the Oh Yeah Trade Dress. Accordingly, the Oh Yeah
16 Trade Dress has achieved a high degree of consumer recognition and secondary
17 meaning, which serves to identify Deckers as the exclusive source of footwear featuring
18 said trade dress.

19 50. Upon information and belief, Defendant are competitors of Deckers and
20 Defendant introduced Accused Products into the stream of commerce in an effort to
21 exploit Deckers' goodwill and the reputation of the UGG® Oh Yeah slide.

22 51. The Accused Products manufactured, imported, distributed, advertised,
23 offered for sale, and/or sold by Defendant bear confusingly similar reproductions of the
24 Oh Yeah Trade Dress, such as to cause a likelihood of confusion as to the source,
25 sponsorship or approval by Deckers of the Accused Products.

26 52. Defendant's use of the Oh Yeah Trade Dress is without Deckers'
27 permission or authorization, and in total disregard of Deckers' rights to control its
28 intellectual property. There are numerous other shoe designs in the footwear industry,

1 none of which necessitate copying or imitating the Oh Yeah Trade Dress.

2 53. Defendant’s use of the Oh Yeah Trade Dress is likely to lead to and result
3 in confusion, mistake, or deception, and is likely to cause the public to believe that
4 Accused Products are produced, sponsored, authorized, or licensed by or are otherwise
5 connected or affiliated with Deckers.

6 54. As a direct and proximate result of the foregoing acts, Deckers has suffered
7 and will continue to suffer significant injuries in an amount to be determined at trial.
8 Deckers is entitled to recover all damages, including attorneys’ fees, that it has sustained
9 and will sustain, and all gains, profits and advantages obtained by Defendant as a result
10 of its infringing acts.

11 55. Furthermore, unless Defendant’s unlawful acts are enjoined by this Court,
12 there is no adequate remedy at law that can fully compensate Deckers for the harm
13 caused by Defendant’s infringement, which is ongoing. Accordingly, Deckers is
14 entitled to injunctive relief prohibiting Defendant from continuing to infringe the Oh
15 Yeah Trade Dress, or any designs confusingly similar thereto.

16 **THIRD CLAIM FOR RELIEF**

17 **(Trade Dress Infringement of “Ora Recovery Slide Trade Dress” - 15 U.S.C. §**
18 **1125(a))**

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

21 57. In 2016, Deckers introduced the HOKA® Ora Recovery Slide, marketed
22 and featuring the design elements protected under the “Ora Recovery Slide Trade
23 Dress.” The Ora Recovery Slide Trade Dress is unique and inherently distinctive, and
24 comprised of the following non-functional elements:

- 25 a. A slide with an open toe;
- 26 b. A platform sole having two layers, where a top layer is stacked on
27 a bottom layer, and the top layer is thicker at the heel than at the toe;
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1 c. multiple elongate grooves in the medial-to-lateral direction on the
2 slide; and

3 d. multiple openings within the grooves.

4 58. The Ora Recovery Slide Trade Dress, which is a composite of the above-
5 referenced features, is non-functional in its entirety, visually distinctive, and unique in
6 the footwear industry; examples of its distinctive appearance as a whole are shown in
7 the photographs below:



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16 59. The design of the Ora Recovery Slide Trade Dress is neither essential to
17 its use or purpose, nor does it affect the cost or quality of the shoe. There are numerous
18 other designs available that are equally feasible and efficient, none of which necessitate
19 copying or imitating the Ora Recovery Slide Trade Dress. The combination of features
20 comprising the Ora Recovery Slide Trade Dress provides no cost advantages to the
21 manufacturer or utilitarian advantages to the consumer. These features, in combination,
22 serve only to render HOKA® Ora Recovery Slides, the embodiment of the Ora
23 Recovery Slide Trade Dress, as a distinct product originating solely from Deckers.

24 60. HOKA® Ora Recovery Slides, the embodiment of the Ora Recovery Slide
25 Trade Dress, is one of the most well-recognized and commercially successful styles of
26 HOKA® brand of footwear products, having been featured in many of Deckers’
27 advertising and promotional materials as well as in various trade publications. HOKA®
28 Ora Recovery Slides have received a large volume of unsolicited media attention, for

1 example, through various celebrities seen wearing HOKA® Ora Recovery Slides, and
2 have graced the pages of many popular magazines nationwide and internationally.

3 61. Deckers has spent substantial time, effort, and money in designing,
4 developing, advertising, promoting, and marketing the HOKA® brand and its line of
5 footwear embodying the Ora Recovery Slide Trade Dress. Deckers spends millions of
6 dollars annually on advertising of HOKA® products, including footwear embodying
7 the Ora Recovery Slide Trade Dress.

8 62. Due to its long use, extensive sales, and significant advertising and
9 promotional activities, Deckers' Ora Recovery Slide Trade Dress has achieved
10 widespread acceptance and recognition among the consuming public and trade
11 throughout the United States. Indeed, Deckers has sold millions of dollars' worth of
12 HOKA® Ora Recovery Slides, the embodiment of the Ora Recovery Slide Trade Dress.
13 Accordingly, the Ora Recovery Slide Trade Dress has achieved a high degree of
14 consumer recognition and secondary meaning, which serves to identify Deckers as the
15 exclusive source of footwear featuring said trade dress.

16 63. Upon information and belief, Defendant are competitors of Deckers and
17 Defendant introduced Accused Products into the stream of commerce in an effort to
18 exploit Deckers' goodwill and the reputation of the HOKA® Ora Recovery Slides.

19 64. The Accused Products manufactured, imported, distributed, advertised,
20 offered for sale, and/or sold by Defendant bear confusingly similar reproductions of the
21 Ora Recovery Slide Trade Dress, such as to cause a likelihood of confusion as to the
22 source, sponsorship or approval by Deckers of the Accused Products.

23 65. Defendant's use of the Ora Recovery Slide Trade Dress is without
24 Deckers' permission or authorization, and in total disregard of Deckers' rights to control
25 its intellectual property. There are numerous other shoe designs in the footwear
26 industry, none of which necessitate copying or imitating the Ora Recovery Slide Trade
27 Dress.

28 66. Defendant's use of the Ora Recovery Slide Trade Dress is likely to lead to

1 and result in confusion, mistake, or deception, and is likely to cause the public to believe
2 that Accused Products are produced, sponsored, authorized, or licensed by or are
3 otherwise connected or affiliated with Deckers.

4 67. As a direct and proximate result of the foregoing acts, Deckers has suffered
5 and will continue to suffer significant injuries in an amount to be determined at trial.
6 Deckers is entitled to recover all damages, including attorneys' fees, that it has sustained
7 and will sustain, and all gains, profits and advantages obtained by Defendant as a result
8 of its infringing acts.

9 68. Furthermore, unless Defendant's 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 Defendant's infringement, which is ongoing. Accordingly, Deckers is
12 entitled to injunctive relief prohibiting Defendant from continuing to infringe the
13 Hurricane Drift Trade Dress, or any designs confusingly similar thereto

14 **FOURTH CLAIM FOR RELIEF**

15 **(Trade Dress Infringement of "Hurricane Drift Trade Dress" - 15 U.S.C. §**
16 **1125(a))**

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

19 70. In 2019, Deckers introduced the Teva® Hurricane Drift, marketed and
20 featuring the design elements protected under the "Hurricane Drift Trade Dress." The
21 Hurricane Drift Trade Dress is unique and inherently distinctive, and comprised of the
22 following non-functional elements:

- 23 a. An open-toe sandal;
- 24 b. A sole having a tread pattern;
- 25 c. Multiple straps including a toe strap, an instep strap, a heel strap
26 and a tether strap between the toe strap and instep strap, the tether strap being
27 asymmetric and extending only on the lateral side of the sandal;
- 28

- d. Multiple solid triangles connecting the instep strap to the heel strap, and a single solid triangle connecting the toe strap to the tether strap; and
- e. The straps, triangles and sole being singularly molded together.

71. The Hurricane Drift 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:



72. The design of the Hurricane Drift 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 shoe designs available that are equally feasible and efficient, none of which necessitate copying or imitating the Hurricane Drift Trade Dress. The combination of features comprising the Hurricane Drift Trade Dress provides no cost advantages to the manufacturer or utilitarian advantages to the consumer. These features, in combination, serve only to render Teva® Hurricane Drift sandals, the embodiment of the Hurricane Drift Trade Dress, as a distinct product originating solely from Deckers.

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

74. Deckers has spent substantial time, effort, and money in designing,

1 developing, advertising, promoting, and marketing the Teva® brand and its line of
2 footwear embodying the Hurricane Drift Trade Dress. Deckers spends millions of
3 dollars annually on advertising of Teva® products, including footwear embodying the
4 Hurricane Drift Trade Dress.

5 75. Due to its extensive sales, and significant advertising and promotional
6 activities, Deckers' Hurricane Drift Trade Dress has achieved widespread acceptance
7 and recognition among the consuming public and trade throughout the United States.
8 Indeed, Deckers has sold millions of dollars' worth of Teva® Hurricane Drift sandals,
9 the embodiment of the Hurricane Drift Trade Dress. Accordingly, the Hurricane Drift
10 Trade Dress has achieved a high degree of consumer recognition and secondary
11 meaning, which serves to identify Deckers as the exclusive source of footwear featuring
12 said trade dress.

13 76. Upon information and belief, Defendant are competitors of Deckers and
14 Defendant introduced Accused Products into the stream of commerce in an effort to
15 exploit Deckers' goodwill and the reputation of the Teva® Hurricane Drift.

16 77. The Accused Products manufactured, imported, distributed, advertised,
17 offered for sale, and/or sold by Defendant bear confusingly similar reproductions of the
18 Hurricane Drift Trade Dress, such as to cause a likelihood of confusion as to the source,
19 sponsorship or approval by Deckers of the Accused Products.

20 78. Defendant's use of the Hurricane Drift Trade Dress is without Deckers'
21 permission or authorization, and in total disregard of Deckers' rights to control its
22 intellectual property. There are numerous other shoe designs in the footwear industry,
23 none of which necessitate copying or imitating the Hurricane Drift Trade Dress.

24 79. Defendant's use of the Hurricane Drift Trade Dress is likely to lead to and
25 result in confusion, mistake, or deception, and is likely to cause the public to believe
26 that Accused Products are produced, sponsored, authorized, or licensed by or are
27 otherwise connected or affiliated with Deckers.

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

1 and will continue to suffer significant injuries in an amount to be determined at trial.
2 Deckers is entitled to recover all damages, including attorneys' fees, that it has sustained
3 and will sustain, and all gains, profits and advantages obtained by Defendant as a result
4 of its infringing acts.

5 81. Furthermore, unless Defendant's unlawful acts are enjoined by this Court,
6 there is no adequate remedy at law that can fully compensate Deckers for the harm
7 caused by Defendant's infringement, which is ongoing. Accordingly, Deckers is
8 entitled to injunctive relief prohibiting Defendant from continuing to infringe the
9 Hurricane Drift Trade Dress, or any designs confusingly similar thereto.

10 **FIFTH CLAIM FOR RELIEF**

11 **(Trade Dress Infringement of "Original Universal 90's Multi Colorway Trade**
12 **Dress" - 15 U.S.C. § 1125(a))**

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

15 83. In February 2020, Deckers introduced the Teva® Original Universal
16 Sandal for Women and Kids in the 90's Multi Colorway, marketed and featuring the
17 design elements protected under the "Original Universal 90's Multi Colorway Trade
18 Dress." The Original Universal 90's Multi Colorway Trade Dress is unique and
19 inherently distinctive, and comprised of the following non-functional elements:

- 20 a. An open-toe sandal;
- 21 b. A sole having a tread pattern;
- 22 c. Multiple straps including a toe strap, an instep strap, a heel strap
23 and a tether strap between the toe strap and instep strap, the tether strap being
24 asymmetric and extending only on the lateral side of the sandal;
- 25 d. At least one triangle connecting the instep strap to the heel strap,
26 and a triangle connecting the toe strap to the tether strap;
- 27 e. Each of the multiple straps having a solid color;
- 28

1 f. The multiple straps forming a color block, the color block being at
2 least three colors; and

3 g. The colors being selected from the options of: blue, pink, orange,
4 yellow and green.

5 84. The Original Universal 90's Multi Colorway Trade Dress, which is a
6 composite of the above-referenced features, is non-functional in its entirety, visually
7 distinctive, and unique in the footwear industry; examples of its distinctive appearance
8 as a whole are shown in the photographs below:



15
16
17 85. The design of the Original Universal 90's Multi Colorway Trade Dress is
18 neither essential to its use or purpose, nor does it affect the cost or quality of the shoe.
19 There are numerous other shoe designs available that are equally feasible and efficient,
20 none of which necessitate copying or imitating the Original Universal 90's Multi
21 Colorway Trade Dress. The combination of features comprising the Original Universal
22 90's Multi Colorway Trade Dress provides no cost advantages to the manufacturer or
23 utilitarian advantages to the consumer. These features, in combination, serve only to
24 render the Teva® Original Universal Sandal in the 90's Multi Colorway, the
25 embodiment of the Original Universal 90's Multi Colorway Trade Dress, as a distinct
26 product originating solely from Deckers.

27 86. The Teva® Original Universal Sandal in the 90's Multi Colorway, the
28 embodiment of the Original Universal 90's Multi Colorway Trade Dress, is one of the

1 most well-recognized and commercially successful styles of the Teva® brand of
2 footwear products, having been featured in many of Deckers' advertising and
3 promotional materials as well as in various trade publications. Teva® Original
4 Universal Sandal in the 90's Multi Colorway, the embodiment of the Original Universal
5 90's Multi Colorway Trade Dress has received a large volume of unsolicited media
6 attention, for example, through the pages of many popular magazines nationwide and
7 internationally.

8 87. Deckers has spent substantial time, effort, and money in designing,
9 developing, advertising, promoting, and marketing the Teva® brand and its line of
10 footwear embodying the Original Universal 90's Multi Colorway Trade Dress. Deckers
11 spends millions of dollars annually on advertising of Teva® products, including
12 footwear embodying the Original Universal 90's Multi Colorway Trade Dress.

13 88. Due to its extensive sales, and significant advertising and promotional
14 activities, Deckers' Original Universal 90's Multi Colorway Trade Dress has achieved
15 widespread acceptance and recognition among the consuming public and trade
16 throughout the United States. Indeed, Deckers has sold millions of dollars' worth of
17 Teva® Original Universal Sandals in the 90's Multi Colorway, the embodiment of the
18 Original Universal 90's Multi Colorway Trade Dress. Accordingly, the Original
19 Universal 90's Multi Colorway Trade Dress has achieved a high degree of consumer
20 recognition and secondary meaning, which serves to identify Deckers as the exclusive
21 source of footwear featuring said trade dress.

22 89. Upon information and belief, Defendant are competitors of Deckers and
23 Defendant introduced Accused Products into the stream of commerce in an effort to
24 exploit Deckers' goodwill and the reputation of the Teva® Original Universal Sandal
25 in the 90's Multi Colorway, the embodiment of the Original Universal 90's Multi
26 Colorway Trade Dress.

27 90. The Accused Products manufactured, imported, distributed, advertised,
28 offered for sale, and/or sold by Defendant bear confusingly similar reproductions of the

1 Original Universal 90's Multi Colorway Trade Dress, such as to cause a likelihood of
2 confusion as to the source, sponsorship or approval by Deckers of the Accused Products.

3 91. Defendant's use of the Original Universal 90's Multi Colorway Trade
4 Dress is without Deckers' permission or authorization, and in total disregard of
5 Deckers' rights to control its intellectual property. There are numerous other shoe
6 designs in the footwear industry, none of which necessitate copying or imitating the
7 Original Universal 90's Multi Colorway Trade Dress.

8 92. Defendant's use of the Original Universal 90's Multi Colorway Trade
9 Dress is likely to lead to and result in confusion, mistake, or deception, and is likely to
10 cause the public to believe that Accused Products are produced, sponsored, authorized,
11 or licensed by or are otherwise connected or affiliated with Deckers.

12 93. As a direct and proximate result of the foregoing acts, Deckers has suffered
13 and will continue to suffer significant injuries in an amount to be determined at trial.
14 Deckers is entitled to recover all damages, including attorneys' fees, that it has sustained
15 and will sustain, and all gains, profits and advantages obtained by Defendant as a result
16 of its infringing acts.

17 94. Furthermore, unless Defendant's unlawful acts are enjoined by this Court,
18 there is no adequate remedy at law that can fully compensate Deckers for the harm
19 caused by Defendant's infringement, which is ongoing. Accordingly, Deckers is
20 entitled to injunctive relief prohibiting Defendant from continuing to infringe the
21 Original Universal 90's Multi Colorway Trade Dress, or any designs confusingly
22 similar thereto.

23 **SIXTH CLAIM FOR RELIEF**

24 **(Trade Dress Infringement of "Classic Ultra Mini Trade Dress" – California**
25 **Common Law)**

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

28 96. Defendant's infringement of the Classic Ultra Mini Trade Dress also

1 constitutes trade dress infringement under common law of the state of California.

2 97. The Accused Product manufactured, imported, distributed, advertised,
3 offered for sale, and/or sold by Defendant bear confusingly similar reproductions of the
4 Classic Ultra Mini Trade Dress such as to cause a likelihood of confusion as to the
5 source, sponsorship or approval by Deckers of the Accused Products.

6 98. Defendant's unauthorized use of the Classic Ultra Mini Trade Dress has
7 caused and is likely to cause confusion as to the source of Accused Products among
8 consumers.

9 99. As a direct and proximate result of the foregoing acts, Deckers has suffered
10 and will continue to suffer significant injuries in an amount to be determined at trial.
11 Deckers is entitled to recover all damages, including attorneys' fees, that it has sustained
12 on account of Defendant's infringement, and all gains, profits and advantages obtained
13 by Defendant as a result of its unlawful acts.

14 100. Defendant's unlawful acts were willful, deliberate, and intended to cause
15 confusion among the public, taken in reckless disregard of Deckers' rights. As such, an
16 award of exemplary and punitive damages is necessary in an amount sufficient to deter
17 similar misconduct in the future.

18 101. Furthermore, unless Defendant's unlawful acts are enjoined by this Court,
19 there is no adequate remedy at law that can fully compensate Deckers for the damages
20 caused by Defendant's infringement, which is ongoing. Accordingly, Deckers is
21 entitled to injunctive relief prohibiting Defendant from continuing to infringe the
22 Classic Ultra Mini Trade Dress, or any designs confusingly similar thereto.

23 **SEVENTH CLAIM FOR RELIEF**

24 **(Trade Dress Infringement of "Oh Yeah Trade Dress" – California Common**
25 **Law)**

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

28 103. Defendant's infringement of the Oh Yeah Trade Dress also constitutes

1 trade dress infringement under common law of the state of California.

2 104. The Accused Products manufactured, imported, distributed, advertised,
3 offered for sale, and/or sold by Defendant bear confusingly similar reproductions of the
4 Oh Yeah Trade Dress, such as to cause a likelihood of confusion as to the source,
5 sponsorship or approval by Deckers of the Accused Products. Defendant's
6 unauthorized use of the Oh Yeah Trade Dress has caused and is likely to cause
7 confusion as to the source of Accused Products among consumers.

8 105. 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, including attorneys' fees, that it has sustained
11 on account of Defendant's infringement, and all gains, profits and advantages obtained
12 by Defendant as a result of its unlawful acts.

13 106. Defendant's unlawful acts were willful, deliberate, and intended to cause
14 confusion among the public, taken in reckless disregard of Deckers' rights. As such, an
15 award of exemplary and punitive damages is necessary in an amount sufficient to deter
16 similar misconduct in the future.

17 107. Furthermore, unless Defendant's unlawful acts are enjoined by this Court,
18 there is no adequate remedy at law that can fully compensate Deckers for the damages
19 caused by Defendant's infringement, which is ongoing. Accordingly, Deckers is
20 entitled to injunctive relief prohibiting Defendant from continuing to infringe the Oh
21 Yeah Trade Dress, or any designs confusingly similar thereto.

22 **EIGHTH CLAIM FOR RELIEF**

23 **(Trade Dress Infringement of "Ora Recovery Slide Trade Dress" – California**
24 **Common Law)**

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

27 109. Defendant's infringement of the Ora Recovery Slide Trade Dress also
28 constitutes trade dress infringement under common law of the state of California.

1 110. The Accused Products manufactured, imported, distributed, advertised,
2 offered for sale, and/or sold by Defendant bear confusingly similar reproductions of the
3 Ora Recovery Slide Trade Dress, such as to cause a likelihood of confusion as to the
4 source, sponsorship or approval by Deckers of the Accused Products. Defendant's
5 unauthorized use of the Ora Recovery Slide Trade Dress has caused and is likely to
6 cause confusion as to the source of Accused Products among consumers.

7 111. 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, including attorneys' fees, that it has sustained
10 on account of Defendant's infringement, and all gains, profits and advantages obtained
11 by Defendant as a result of its unlawful acts.

12 112. Defendant's unlawful acts were willful, deliberate, and intended to cause
13 confusion among the public, taken in reckless disregard of Deckers' rights. As such, an
14 award of exemplary and punitive damages is necessary in an amount sufficient to deter
15 similar misconduct in the future.

16 113. Furthermore, unless Defendant's unlawful acts are enjoined by this Court,
17 there is no adequate remedy at law that can fully compensate Deckers for the damages
18 caused by Defendant's infringement, which is ongoing. Accordingly, Deckers is
19 entitled to injunctive relief prohibiting Defendant from continuing to infringe the Ora
20 Recovery Slide Dress, or any designs confusingly similar thereto

21 **NINTH CLAIM FOR RELIEF**

22 **(Trade Dress Infringement of "Hurricane Drift Trade Dress" – California**
23 **Common Law)**

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

26 115. Defendant's infringement of the Hurricane Drift Trade Dress also
27 constitutes trade dress infringement under common law of the state of California.

28 116. The Accused Products manufactured, imported, distributed, advertised,

1 offered for sale, and/or sold by Defendant bear confusingly similar reproductions of the
2 Hurricane Drift Trade Dress, such as to cause a likelihood of confusion as to the source,
3 sponsorship or approval by Deckers of the Accused Products. Defendant’s
4 unauthorized use of the Hurricane Drift Trade Dress has caused and is likely to cause
5 confusion as to the source of Accused Products among consumers.

6 117. As a direct and proximate result of the foregoing acts, Deckers has suffered
7 and will continue to suffer significant injuries in an amount to be determined at trial.
8 Deckers is entitled to recover all damages, including attorneys’ fees, that it has sustained
9 on account of Defendant’s infringement, and all gains, profits and advantages obtained
10 by Defendant as a result of its unlawful acts.

11 118. Defendant’s unlawful acts were willful, deliberate, and intended to cause
12 confusion among the public, taken in reckless disregard of Deckers’ rights. As such, an
13 award of exemplary and punitive damages is necessary in an amount sufficient to deter
14 similar misconduct in the future.

15 119. Furthermore, unless Defendant’s unlawful acts are enjoined by this Court,
16 there is no adequate remedy at law that can fully compensate Deckers for the damages
17 caused by Defendant’s infringement, which is ongoing. Accordingly, Deckers is
18 entitled to injunctive relief prohibiting Defendant from continuing to infringe the
19 Hurricane Drift Trade Dress, or any designs confusingly similar thereto.

20 **TENTH CLAIM FOR RELIEF**

21 **(Trade Dress Infringement of “Original Universal 90’s Multi Colorway Trade**
22 **Dress” – California Common Law)**

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

25 121. Defendant’s infringement of the Original Universal 90’s Multi Colorway
26 Trade Dress also constitutes trade dress infringement under common law of the state of
27 California.

28 122. The Accused Products manufactured, imported, distributed, advertised,

1 offered for sale, and/or sold by Defendant bear confusingly similar reproductions of the
2 Original Universal 90's Multi Colorway Trade Dress, such as to cause a likelihood of
3 confusion as to the source, sponsorship or approval by Deckers of the Accused Products.
4 Defendant's unauthorized use of the Original Universal 90's Multi Colorway Trade
5 Dress has caused and is likely to cause confusion as to the source of Accused Products
6 among consumers.

7 123. 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, including attorneys' fees, that it has sustained
10 on account of Defendant's infringement, and all gains, profits and advantages obtained
11 by Defendant as a result of its unlawful acts.

12 124. Defendant's unlawful acts were willful, deliberate, and intended to cause
13 confusion among the public, taken in reckless disregard of Deckers' rights. As such, an
14 award of exemplary and punitive damages is necessary in an amount sufficient to deter
15 similar misconduct in the future.

16 Furthermore, unless Defendant's unlawful acts are enjoined by this Court, there
17 is no adequate remedy at law that can fully compensate Deckers for the damages caused
18 by Defendant's infringement, which is ongoing. Accordingly, Deckers is entitled to
19 injunctive relief prohibiting Defendant from continuing to infringe the Original
20 Universal 90's Multi Colorway Trade Dress, or any designs confusingly similar thereto

21 **ELEVENTH CLAIM FOR RELIEF**

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

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

25 126. Defendant's misappropriation and unauthorized use of the Classic Ultra
26 Mini Trade Dress, Oh Yeah Trade Dress, Ora Recovery Slide Trade Dress, Hurricane
27 Drift Trade Dress, and Original Universal 90's Multi Colorway Trade Dress to promote
28 the Accused Products is likely to confuse or mislead consumers into believing that such

1 products are authorized, licensed, affiliated, sponsored, and/or approved by Deckers,
2 constituting deceptive, unfair, and fraudulent business practices and unfair competition
3 in violation of the California Unfair Business Practices Act, Cal. Bus. & Prof. Code, §
4 17200 *et. seq.*

5 127. Upon information and belief, Defendant's deceptive, unfair, and
6 fraudulent business practices were willfully undertaken with full knowledge of the
7 Classic Ultra Mini Trade Dress and with the intent to misappropriate Deckers' goodwill
8 and reputation established in the UGG® Classic Ultra Mini.

9 128. Upon information and belief, Defendant's deceptive, unfair, and
10 fraudulent business practices were willfully undertaken with full knowledge of the Oh
11 Yeah Trade Dress and with the intent to misappropriate Deckers' goodwill and
12 reputation established in the UGG® Oh Yeah slide.

13 129. Upon information and belief, Defendant's deceptive, unfair, and
14 fraudulent business practices were willfully undertaken with full knowledge of the Ora
15 Recovery Slide Trade Dress and with the intent to misappropriate Deckers' goodwill
16 and reputation established in the HOKA® Ora Recovery Slide.

17 130. Upon information and belief, Defendant's deceptive, unfair, and
18 fraudulent business practices were willfully undertaken with full knowledge of the
19 Hurricane Drift Trade Dress and with the intent to misappropriate Deckers' goodwill
20 and reputation established in the Teva® Hurricane Drift Sandal.

21 131. Upon information and belief, Defendant's deceptive, unfair, and
22 fraudulent business practices were willfully undertaken with full knowledge of the
23 Original Universal 90's Multi Colorway Trade Dress and with the intent to
24 misappropriate Deckers' goodwill and reputation established in the Teva® Original
25 Universal Sandal in the 90's Multi Colorway.

26 132. 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 all available relief provided for under the California Unfair

1 Business Practices Act, Cal. Bus. & Prof. Code, § 17200 *et. seq.*, including an
2 accounting and disgorgement of all illicit profits that Defendant made on account of its
3 deceptive, unfair, and fraudulent business practices. Furthermore, because Deckers has
4 no adequate remedy at law for Defendant’s ongoing unlawful conduct, Deckers is
5 entitled to injunctive relief prohibiting Defendant from unfair competition.

6 **TWELFTH CLAIM FOR RELIEF**

7 **(Unfair Competition – California Common Law)**

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

10 134. Defendant’s misappropriation and unauthorized use of the Classic Ultra
11 Mini Trade Dress, Oh Yeah Trade Dress, Ora Recovery Slide Trade Dress, Hurricane
12 Drift Trade Dress, and Original Universal 90’s Multi Colorway Trade Dress to promote
13 the Accused Products also constitutes unfair competition in violation of common law
14 of the state of California.

15 135. Deckers has expended substantial time, resources and effort in creating and
16 developing UGG® footwear, including the UGG® Classic Ultra Mini, the embodiment
17 of the Classic Ultra Mini Trade Dress, which consumers recognize as originating from
18 Deckers.

19 136. Deckers has expended substantial time, resources and effort in creating and
20 developing UGG® footwear, including the UGG® Oh Yeah slide, the embodiment of
21 the Oh Yeah Trade Dress, which consumers recognize as originating from Deckers.

22 137. Deckers has expended substantial time, resources and effort in creating and
23 developing HOKA® footwear, including the HOKA® Ora Recovery Slide, the
24 embodiment of the Ora Recovery Slide Trade Dress, which consumers recognize as
25 originating from Deckers.

26 138. Deckers has expended substantial time, resources and effort in creating and
27 developing Teva® footwear, including the Teva® Hurricane Drift Sandal, the
28 embodiment of the Hurricane Drift Trade Dress, which consumers recognize as

1 originating from Deckers.

2 139. Deckers has expended substantial time, resources and effort in creating and
3 developing Teva® footwear, including the Teva® Original Universal Sandal in the 90's
4 Multi Colorway, the embodiment of the Original Universal 90's Multi Colorway Trade
5 Dress, which consumers recognize as originating from Deckers.

6 140. Upon information and belief, Defendant introduced Accused Products into
7 the stream of commerce in order to exploit Deckers' goodwill and the reputation
8 established in the Teva® Hurricane Drift Sandal for Defendant's own pecuniary gain.
9 Defendant's unauthorized use of the Hurricane Drift Trade Dress resulted in Defendant
10 unfairly benefiting from Deckers' goodwill and the reputation established in the Teva®
11 Hurricane Drift Sandal.

12 141. Upon information and belief, Defendant introduced Accused Products into
13 the stream of commerce in order to exploit Deckers' goodwill and the reputation
14 established in the Teva® Original Universal Sandal in the 90's Multi Colorway for
15 Defendant's own pecuniary gain. Defendant's unauthorized use of the Original
16 Universal 90's Multi Colorway Trade Dress resulted in Defendant unfairly benefiting
17 from Deckers' goodwill and the reputation established in the Teva® Original Universal
18 Sandal in the 90's Multi Colorway.

19 142. Upon information and belief, Defendant introduced Accused Products into
20 the stream of commerce in order to exploit Deckers' goodwill and the reputation
21 established in the HOKA® Ora Recovery Slide for Defendant's own pecuniary gain.
22 Defendant's unauthorized use of the Ora Recovery Slide Trade Dress resulted in
23 Defendant unfairly benefiting from Deckers' goodwill and the reputation established in
24 the HOKA® Ora Recovery Slide.

25 143. Upon information and belief, Defendant introduced Accused Products into
26 the stream of commerce in order to exploit Deckers' goodwill and the reputation
27 established in the UGG® Oh Yeah slide for Defendant's own pecuniary gain.
28 Defendant's unauthorized use of the Oh Yeah Trade Dress resulted in Defendant

1 unfairly benefiting from Deckers’ goodwill and the reputation established in the UGG®
2 Oh Yeah slide.

3 144. Upon information and belief, Defendant introduced Accused Products into
4 the stream of commerce in order to exploit Deckers’ goodwill and the reputation
5 established in the UGG® Classic Ultra Mini for Defendant’s own pecuniary gain.
6 Defendant’s unauthorized use of the Classic Ultra Mini Trade Dress resulted in
7 Defendant unfairly benefitting from Deckers’ goodwill and the reputation established
8 in the UGG® Classic Ultra Mini.

9 145. Upon information and belief, Defendant’s unlawful acts are willful,
10 deliberate, and intended to cause confusion among the public and taken in reckless
11 disregard of Deckers’ rights. As such, an award of exemplary and punitive damages is
12 necessary in an amount sufficient to deter similar misconduct in the future.

13 146. As a direct and proximate result of the foregoing acts, Deckers has suffered
14 and will continue to suffer significant injuries in an amount to be determined at trial.
15 Deckers is entitled to recover all damages, including attorneys’ fees, that Deckers has
16 sustained on account of Defendant’s unfair competition, and all gains, profits and
17 advantages obtained by Defendant as a result of its unlawful acts. Furthermore, because
18 Deckers has no adequate remedy at law for Defendant’s ongoing unlawful conduct,
19 Deckers is entitled to injunctive relief prohibiting Defendant from unfair competition.

20 **THIRTEENTH CLAIM FOR RELIEF**

21 **(Patent Infringement – U.S. Pat. No. D901,870)**

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

24 148. In order to protect its valuable brands, Deckers owns a number of patents
25 covering various styles of footwear it markets, including the UGG® Oh Yeah slide
26 described herein. These patents include U.S. Pat. No. D901,870 (“the ‘870 Patent”)
27 issued on November 17, 2020, a true and correct copy of which is attached hereto as
28 **Exhibit A** and incorporated herein.

1 149. Deckers is the owner by assignment of all rights, title and interest in and
2 to the ‘870 Patent issued in November 2020. Deckers marked substantially all footwear
3 products embodying the design of the ‘870 Patent with “Patent # D901,870”, and/or via
4 virtual patent marking on a product label in compliance with 35 U.S.C. § 287, putting
5 Defendant on notice of the ‘870 Patent.

6 150. Defendant have produced, imported into the U.S., distributed, advertised,
7 marketed, offered for sale, and/or sold within the United States the Accused Products
8 which bear a design substantially similar to the ornamental design of the ‘870 Patent,
9 in violation of 35 U.S.C. § 271.

10 151. Deckers has not granted a license or given Defendant any form of
11 permission to the ‘870 Patent and Defendant’s infringement of the ‘870 Patent is
12 without Deckers’ permission or authority and in total disregard of Deckers’ intellectual
13 property rights.

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

19 153. Upon information and belief, Defendant’s infringing acts were willful,
20 deliberate, and taken in reckless disregard of the ‘870 Patent despite having been put on
21 notice through Deckers’ patent marking. Defendant took these actions knowing the
22 objectively high likelihood that such actions constituted infringement of the ‘870 Patent.
23 As Defendant’s willful acts render this an exceptional case, Deckers is entitled to
24 enhanced damages and reasonable attorney fees under 35 U.S.C. § 284.

25 154. Furthermore, unless Defendant’s unlawful acts are enjoined by this Court,
26 there is no adequate remedy at law that can fully compensate Deckers for the harm
27 caused by Defendant’s infringement of the ‘870 Patent, which is ongoing. Accordingly,
28 Deckers is entitled to injunctive relief under 35 U.S.C. § 283 prohibiting Defendant

1 from continuing to infringe the ‘870 Patent.

2 **FOURTEENTH CLAIM FOR RELIEF**

3 **(Patent Infringement – U.S. Pat. No. D867,731)**

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

6 156. In order to protect its valuable brands, Deckers owns a number of patents
7 covering various styles of footwear it markets, including the Teva® Hurricane Drift
8 Sandal described herein. These patents include U.S. Pat. No. D867,731 (“the ‘731
9 Patent”) issued on November 26, 2019, a true and correct copy of which is attached
10 hereto as **Exhibit B** and incorporated herein.

11 157. Deckers is the owner by assignment of all rights, title and interest in and
12 to the ‘731 Patent and Deckers has marked substantially all footwear products
13 embodying the design of the ‘731 Patent with “Patent # D867,731”, and/or via virtual
14 patent marking on a product label in compliance with 35 U.S.C. § 287, putting
15 Defendant on notice of the ‘731 Patent.

16 158. Defendant have produced, imported into the U.S., distributed, advertised,
17 marketed, offered for sale, and/or sold within the United States the Accused Products
18 which bear a design substantially similar to the ornamental design of the ‘731 Patent,
19 in violation of 35 U.S.C. § 271.

20 159. Deckers has not granted a license or given Defendant any form of
21 permission to the ‘731 Patent and Defendant’s infringement of the ‘731 Patent is
22 without Deckers’ permission or authority and in total disregard of Deckers’ intellectual
23 property rights.

24 160. 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 sustained on account of Defendant’s
27 infringement, and all gains, profits and advantages obtained by Defendant under 35
28 U.S.C. §§ 284 and 289.

1 161. Upon information and belief, Defendant’s infringing acts were willful,
2 deliberate, and taken in reckless disregard of the ‘731 Patent despite having been put on
3 notice through Deckers’ patent marking. Defendant took these actions knowing the
4 objectively high likelihood that such actions constituted infringement of the ‘731 Patent.
5 As Defendant’s willful acts render this an exceptional case, Deckers is entitled to
6 enhanced damages and reasonable attorney fees under 35 U.S.C. § 284.

7 162. Furthermore, unless Defendant’s unlawful acts are enjoined by this Court,
8 there is no adequate remedy at law that can fully compensate Deckers for the harm
9 caused by Defendant’s infringement of the ‘731 Patent, which is ongoing. Accordingly,
10 Deckers is entitled to injunctive relief under 35 U.S.C. § 283 prohibiting Defendant
11 from continuing to infringe the ‘731 Patent.

12 **FIFTEENTH CLAIM FOR RELIEF**

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

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

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

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

26 166. Defendant have produced, imported into the U.S., distributed, advertised,
27 marketed, offered for sale, and/or sold within the United States the Accused Products
28 which bear a design substantially similar to the ornamental design of the ‘161 Patent,

1 in violation of 35 U.S.C. § 271.

2 167. Deckers has not granted a license or given Defendant any form of
3 permission to the '161 Patent and Defendant's infringement of the '161 Patent is
4 without Deckers' permission or authority and in total disregard of Deckers' intellectual
5 property rights.

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

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

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

22 **SIXTEENTH CLAIM FOR RELIEF**

23 **(Patent Infringement – U.S. Pat. No. D814,162)**

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

26 172. In order to protect its valuable brands, Deckers owns a number of patents
27 covering various styles of footwear it markets. These patents include U.S. Pat. No.
28 D814,162 ("the '162 Patent") issued on April 3, 2018, a true and correct copy of which

1 is attached hereto as **Exhibit D** and incorporated herein.

2 173. Deckers is the owner by assignment of all rights, title and interest in and
3 to the ‘162 Patent issued in April 2018. Deckers marked substantially all footwear
4 products embodying the design of the ‘162 Patent with “Patent # D814,162”, and/or via
5 virtual patent marking on a product label in compliance with 35 U.S.C. § 287, putting
6 Defendant on notice of the ‘162 Patent.

7 174. Defendant have produced, imported into the U.S., distributed, advertised,
8 marketed, offered for sale, and/or sold within the United States the Accused Products
9 which bear a design substantially similar to the ornamental design of the ‘162 Patent,
10 in violation of 35 U.S.C. § 271.

11 175. Deckers has not granted a license or given Defendant any form of
12 permission to the ‘162 Patent and Defendant’s infringement of the ‘162 Patent is
13 without Deckers’ permission or authority and in total disregard of Deckers’ intellectual
14 property rights.

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

20 177. Upon information and belief, Defendant’s infringing acts were willful,
21 deliberate, and taken in reckless disregard of the ‘162 Patent despite having been put on
22 notice through Deckers’ patent marking. Defendant took these actions knowing the
23 objectively high likelihood that such actions constituted infringement of the ‘162 Patent.
24 As Defendant’s willful acts render this an exceptional case, Deckers is entitled to
25 enhanced damages and reasonable attorney fees under 35 U.S.C. § 284.

26 178. Furthermore, unless Defendant’s unlawful acts are enjoined by this Court,
27 there is no adequate remedy at law that can fully compensate Deckers for the harm
28 caused by Defendant’s infringement of the ‘162 Patent, which is ongoing. Accordingly,

1 Deckers is entitled to injunctive relief under 35 U.S.C. § 283 prohibiting Defendant
2 from continuing to infringe the ‘162 Patent.

3 **SEVENTEENTH CLAIM FOR RELIEF**

4 **(Patent Infringement – U.S. Pat. No. D594,638)**

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

7 180. In order to protect its valuable brands, Deckers owns a number of patents
8 covering various styles of footwear uppers and outsoles. These patents include U.S. Pat.
9 No. D594,638 (“the ‘638 Patent”) issued on June 23, 2009, a true and correct copy of
10 which is attached hereto as **Exhibit E** and incorporated herein.

11 181. Deckers is the owner by assignment of all rights, title and interest in and
12 to the ‘638 Patent issued in June 2009. Deckers marked substantially all footwear
13 products embodying the design of the ‘638 Patent with “Patent # D594,638”, and/or via
14 virtual patent marking on a product label in compliance with 35 U.S.C. § 287, putting
15 Defendant on notice of the ‘638 Patent.

16 182. Defendant have produced, imported into the U.S., distributed, advertised,
17 marketed, offered for sale, and/or sold within the United States the Accused Products
18 which bear a design substantially similar to the ornamental design of the ‘638 Patent,
19 in violation of 35 U.S.C. § 271.

20 183. Deckers has not granted a license or given Defendant any form of
21 permission to the ‘638 Patent and Defendant’s infringement of the ‘638 Patent is
22 without Deckers’ permission or authority and in total disregard of Deckers’ intellectual
23 property rights.

24 184. 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 sustained on account of Defendant’s
27 infringement, and all gains, profits and advantages obtained by Defendant under 35
28 U.S.C. §§ 284 and 289.

1 185. Upon information and belief, Defendant’s infringing acts were willful,
2 deliberate, and taken in reckless disregard of the ‘638 Patent despite having been put on
3 notice through Deckers’ patent marking. Defendant took these actions knowing the
4 objectively high likelihood that such actions constituted infringement of the ‘638 Patent.
5 As Defendant’s willful acts render this an exceptional case, Deckers is entitled to
6 enhanced damages and reasonable attorney fees under 35 U.S.C. § 284.

7 186. Furthermore, unless Defendant’s unlawful acts are enjoined by this Court,
8 there is no adequate remedy at law that can fully compensate Deckers for the harm
9 caused by Defendant’s infringement of the ‘638 Patent, which is ongoing. Accordingly,
10 Deckers is entitled to injunctive relief under 35 U.S.C. § 283 prohibiting Defendant
11 from continuing to infringe the ‘638 Patent.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff Deckers Outdoor Corporation respectfully prays for
14 judgment against Defendant Walmart, Inc. and DOES 1-10 as follows:

15 187. A judgment that Defendant infringed Deckers’ Classic Ultra Mini Trade
16 Dress, Oh Yeah Trade Dress, Ora Recovery Slide Trade Dress, Hurricane Drift Trade
17 Dress, Original Universal 90’s Multi Colorway Trade Dress, and U.S. Pat. Nos.
18 D594,638, D814,162, D927,161, D867,731, and D901,870;

19 188. An order permanently enjoining and restraining Defendant, their agents,
20 servants, employees, officers, associates, and all persons acting in concert with any of
21 them from infringing Deckers’ intellectual property at issue, including but not limited
22 to infringing acts such as:

- 23 a. manufacturing, importing, advertising, marketing, promoting,
24 supplying, distributing, offering for sale, or selling Accused Products or any
25 other products that bear an identical or confusingly similar design as Deckers’
26 Classic Ultra Mini Trade Dress, Oh Yeah Trade Dress, Ora Recovery Slide
27 Trade Dress, Hurricane Drift Trade Dress, and Original Universal 90’s Multi
28 Colorway Trade Dress;

1 b. manufacturing, importing, advertising, marketing, promoting,
2 supplying, distributing, offering for sale, or selling Accused Products or any
3 other products that infringe the '638 Patent, '162 Patent, '161 Patent, '731
4 Patent, and '870 Patent;

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

9 d. committing any other act which falsely represents or which has
10 the effect of falsely representing goods and services of Defendant are licensed,
11 authorized, offered, produced, sponsored, or in any other way associated with
12 Deckers;

13 189. An order requiring Defendant to recall from any distributors and retailers
14 and to deliver to Deckers for destruction any Accused Products, including the means of
15 making such products;

16 190. An order requiring Defendant to file with this Court and serve on Deckers
17 within thirty (30) days after entry of the injunction, a report in writing and under oath
18 setting forth the manner in which Defendant complied with the injunction;

19 191. An order for an accounting of all gains, profits and advantages derived by
20 Defendant on account of the unlawful acts complained of herein pursuant to 15 U.S.C.
21 § 1117(a), Cal. Bus. & Prof. Code, § 17200 *et. seq.*, and any other applicable federal
22 statute or California state and common law;

23 192. An award of damages equal to Defendant's profits and all damages
24 sustained by Deckers as a result of Defendant's wrongful acts;

25 193. An award of damages equal to treble Defendant's profits or Deckers'
26 damages, whichever is greater, on account of Defendant's willful infringement;

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

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195. All other relief that the Court may deem just and proper.

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

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

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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