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

NAMECHEAP, INC., a Delaware corporation,

Plaintiff,

vs.

AMECHEAP.COM,
NAMECHEEP.COM,
ANMECHEAP.COM,
NAMEXHEAP.COM,
NAMECHESP.COM,
NAMECHEAPL.COM,
NAME-CHEAP.COM,
NAMEDCHEAP.COM,
NNAMECHEAP.COM,
NAMCHEAP.NET,
NAME4CHEAP.COM,
NAMECHAEP.COM,
NAMECHAP.COM,
NAMECHEP.COM,
NAMESCHEAP.INFO,
NAMMECHEAP.COM,
NAMEECHEAP.COM,
NAAMECHEAP.COM,
NAMECHEEAP.COM,
NAMECHEAPP.COM,
NMAECHEAP.COM,
NAMECHEAAP.COM,
NAMWCHEAP.COM,
NAMECHEAPS.INFO.

CASE NO.: 2:12-cv-03868-GAF-(FFMx)

JUDGMENT

1 NAMCHEAP.COM,
NAMECHEA.COM,
2 NAMECHEA.COM,
NAECHEAP.COM,
3 NAMESCHEAP.US,
NAMECHEAP.BIZ,
4 NAMESCHEAP.BIZ,
NAMECNEAP.COM,
5 NAMEHCEAP.COM,
NAMECEAP.COM,
6 NMECHAP.COM,
MAMECHEAP.COM,
7 NAMECEHAP.COM,
VALENTIJN BORSTLAP, an
8 individual [DOE 47],
XING AN HE, an individual [DOE
9 48],
ZHENG HUA, an individual [DOE
10 49],
JOHN COLLINS, an individual [DOE
11 50],
DUAN XIANG WANG, an individual
12 [DOE 51],
XUEMING FENG, an individual
13 [DOE 52],
NORMAN STAFFORD, an individual
14 [DOE 53] and DOES 54 through 200,

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Defendants.

1 **JUDGMENT**

2 The Court, pursuant to Plaintiff Namecheap, Inc.’s (“Namecheap”)
3 Motion for Default Judgment, against the following thirty (30) defendants: (1)
4 NAME-CHEAP.COM; (2) NAMCHEAP.NET; (3)NAMECHAEP.COM; (4)
5 NAMECHAP.COM; (5) NAMECHEP.COM; (6) NAMCHEAP.COM; (7)
6 NAMECHEA.COM; (8) NAEACHEAP.COM; (9) NAMEHCEAP.COM; (10)
7 NAMECEAP.COM; (11) NMECHEAP.COM; (12) MAMECHEAP.COM; (13)
8 NAMECEHAP.COM; (14) NAMECNEAP.COM; (15) NAMECHEEP.COM; (16)
9 NAMECHESP.COM; (17) NAMMECHEAP.COM; (18) NAMEECHEAP.COM;
10 (19) NAAMECHEAP.COM; (20) NAMECHEEAP.COM; (21)
11 NAMECHEAPP.COM; (22) NMAECHEAP.COM; (23) NAMECHEAAP.COM;
12 (24) NAMESCHEAP.US; (25) NAMECHEAP.BIZ; (26) NAMESCHEAP.BIZ
13 (“Infringing Domains”); as well as named registrants (27) ZHENG HUA; (28)
14 DUAN XIANG WANG; (29) XUEMING FENG; and (30) NORMAN STAFFORD
15 (“Default Persons”) (collectively, Default Persons and Infringing Domains shall be
16 referred to as “Defendants”) hereby ORDERS, ADJUDICATES and DECREES that
17 final judgment, including permanent injunction, shall be and hereby is entered on
18 the First Amended Complaint in the above-referenced matter as follows:

19 **Damages**

20 1. Pursuant to 15 U.S.C. §1117(d), Namecheap is awarded \$50,000.00 per
21 Infringing Domain against each registrant who has registered any of the twenty-six
22 (26) Infringing Domains, for statutory damages in the total amount of
23 \$1,300,000.00.

24 **Injunctive Relief**

25 1. Pursuant to 15 U.S.C. § 1125(d)(1)(C) and 15 U.S.C. § 1116 the Court
26 ORDERS each of the Defendants as well as any registrars, registries or domain
27 name authorities, including but not limited to Verisign and ICANN, to transfer each
28 of the Infringing Domains in their possession or control to Namecheap.

1 2. The Court further ORDERS that Default Defendants and their agents,
2 servants, employees, attorneys, affiliates, distributors, successors, assigns, and any
3 other persons acting in concert or in participation with Default Defendants,
4 including Default Persons, are now and forever enjoined from:

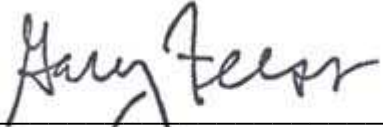
- 5 1. Registering, using, trafficking in, or benefiting from Internet domain
6 names that incorporate the NAMECHEAP mark or incorporate
7 words, numbers, or symbols that, collectively or in isolation, are
8 confusingly similar to the NAMECHEAP mark; and
- 9 2. Knowingly providing services to any person or entity who registers,
10 uses, traffics in, or benefits from Internet domain names that
11 incorporate the NAMECHEAP mark or incorporate words,
12 numbers, or symbols that, collectively or in isolation, are
13 confusingly similar to the NAMECHEAP mark; and
- 14 3. Using the NAMECHEAP mark or any confusingly similar marks in
15 advertisements or otherwise in commerce in any manner likely to
16 confuse consumers as to the association, affiliation, endorsement, or
17 sponsorship of Namecheap; and
- 18 4. Engaging in any infringing acts involving the NAMECHEAP mark
19 or other Namecheap marks; and
- 20 5. Misusing or abusing Namecheap's website and services in any way,
21 including but not limited to violating Namecheap's Terms and
22 Conditions and Acceptable Use Policy; and
- 23 6. Accessing or attempting to access Namecheap's computers,
24 computer systems, computer network, computer programs, or data
25 without authorization or in excess of authorization; and
- 26 7. Engaging in any unlawful, misleading, deceptive, or malicious
27 activities directed at or relating to Namecheap's website,
28 Namecheap's services, Namecheap users, or potential Namecheap

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- users; and
- 8. Interfering in any way with Namecheap’s business; and
- 9. Inducing, encouraging, causing, materially contributing to, or aiding and abetting any other person or entity to do the acts described in (1) to (8), above; and
- 10. Using or accessing Namecheap’s website and services in any way, including via codes or scripts designed to access Namecheap’s website or services in an automated manner. For the avoidance of doubt, the effect of this clause is to ban Default Persons from any and all uses of Namecheap’s website and services.

IT IS SO ORDERED.

Dated: January 16, 2013



Hon. Gary Allen Feess
United States District Judge