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 7 Attorneys for Plaintiffs  
 Walter Afanasieff, Katie Cazorla,  
 The Painted Nail LLC and Katie Cazorla Designs, LLC

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

10 KATIE CAZORLA, an individual;  
 11 WALTER AFANASIEFF, an individual;  
 THE PAINTED NAIL LLC, a California  
 12 limited liability company; KATIE  
 CAZORLA DESIGNS, LLC, a California  
 13 limited liability company

Case No. CV14-2112-MMM-CWx

14 Plaintiffs,

PRELIMINARY INJUNCTION  
 ORDER

15 vs.

16 KEN HUGHES, an individual; and  
 17 DIGITAL WELDERS, an entity of  
 unknown form

18 Defendants.

1           **TO DEFENDANTS KEN HUGHES AND DIGITAL WELDERS:**

2           This matter having come before the Honorable Margaret M. Morrow on April  
3 7, 2014, on Plaintiffs Katie Cazorla, Walter Afanasieff, The Painted Nail LLC and  
4 Katie Cazorla Designs, LLC's ("KC Designs") ("Plaintiffs") application for a  
5 preliminary injunction against Defendants Ken Hughes and Digital Welders  
6 (collectively, "Defendants"), with Kenneth D. Freundlich, Esq. and Michael J.  
7 Kaiser, Esq. of Freundlich Law appearing for Plaintiffs, and Defendant Ken Hughes  
8 appearing via telephone, *pro se*;

9           And, the Court having considered the Complaint, the Declarations and  
10 Memorandum of Points and Authorities presented by Plaintiffs in support of their  
11 application and in Reply to Hughes' Opposition, Hughes' Opposition (and Hughes'  
12 two supplemental declarations , as well as the arguments made orally before the  
13 Court;

14           And the Court having found that good cause exists therefor, and Plaintiffs  
15 having shown, *inter alia*, that immediate and irreparable harm will result to Plaintiffs  
16 in the absence of the requested relief.

17           **THE COURT FINDS THAT:**

- 18           1. Plaintiff The Painted Nail LLC has a registered trademark in "THE  
19 PAINTED NAIL" mark (U.S. Reg. No. 4076664) ("the Mark").
- 20           2. It appears likely the Mark was distinctive at the time it was registered.
- 21           3. It appears likely Defendants have, with a bad faith intent to profit,  
22 intentionally used the Mark without Plaintiff The Painted Nail LLC's permission in a  
23 domain name (ThePaintedNail.com) identical or substantially similar to the Mark by  
24 altering the registration and related contact and domain registrar account information  
25 associated with ThePaintedNail.com without Plaintiff The Painted Nail LLC's  
26 permission in a manner that excludes Plaintiff from exercising its rightful dominion  
27 over ThePaintedNail.com.

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1           4. The Painted Nail LLC has demonstrated a likelihood of success on the  
2 merits of its cybersquatting claim against Defendants under 15 U.S.C. § 1125(d). At  
3 the very least, Plaintiff The Painted Nail LLC has shown there are serious questions  
4 going to the merits of its cybersquatting claim under 15 U.S.C. § 1125(d).

5           5. KatieCazorla.com is identical to the name of Plaintiff Katie Cazorla.

6           6. It appears likely Defendants, with a bad faith intent, registered  
7 KatieCazorla.com in Defendants' names without Plaintiff Cazorla's permission, and  
8 used KatieCazorla.com without permission or consent from Plaintiff.

9           7. Accordingly, Plaintiff Cazorla has demonstrated a likelihood of success  
10 on the merits of her cybersquatting claim under Cal. Bus. and Prof. Code § 17525.  
11 At the very least, Plaintiff Cazorla has shown there are serious questions going to the  
12 merits of her cybersquatting claim under Cal. Bus. and Prof. Code § 17525.

13           8. It appears likely that, for Plaintiffs' good and valuable consideration to  
14 Defendants, Defendants agreed orally to purchase and register KatieCazorla.com,  
15 EverythingNailz.com, TheNailCollective.com, and HiSocietea.com on Plaintiff Katie  
16 Cazorla's behalf and in her name. It appears likely Defendants breached the aforesaid  
17 agreement by registering those domains in Defendants' names.

18           9. It appears likely that, for good and valuable consideration, Defendants  
19 agreed to maintain ThePaintedNail.com and the website content thereat on Plaintiff  
20 The Painted Nail LLC's behalf. It appears likely Defendants breached the aforesaid  
21 agreement by changing certain contact information for ThePaintedNail.com so that  
22 even though it remains registered in Plaintiff Cazorla's name with domain registrar  
23 GoDaddy.com, the contact information and administrative "keys" wrongfully belong  
24 to Defendants and not to The Painted Nail LLC.

25           10. It appears likely that, for good and valuable consideration, Defendants  
26 also agreed to design and build content for the websites associated with all domain  
27 names in dispute. It appears likely that it was agreed between the parties that all  
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1 website content would be the exclusive property of Plaintiffs Katie Cazorla and The  
2 Painted Nail LLC. It appears likely Defendants breached the aforesaid agreement by,  
3 prior to this litigation, refusing to deliver to Plaintiffs exclusive title to and  
4 possession of the domain names and the website content associated therewith.

5 11. It appears likely that Plaintiffs Katie Cazorla and The Painted Nail LLC  
6 performed their contractual obligations under the parties' agreement.

7 12. Accordingly, Plaintiffs Katie Cazorla and The Painted Nail LLC have  
8 demonstrated a likelihood of success on their breach of contract claim. At the very  
9 least, Plaintiffs Katie Cazorla and The Painted Nail LLC have shown there are  
10 serious questions going to the merits of their breach of contract claim.

11 13. It appears likely that Plaintiffs will suffer immediate and irreparable  
12 harm if an injunction is not entered because, *inter alia*, (i) allowing Defendants to  
13 continue to control the websites could cause Plaintiffs serious harm, as Defendants'  
14 prior conduct in registering the domain names using Defendants' contact information,  
15 removing web content, and refusing to transfer domain names when Plaintiffs  
16 demanded they do, demonstrates that absent a court order, Defendants may take  
17 action that is harmful to Plaintiffs' livelihood in ways that are difficult to measure,  
18 (ii) Defendants could refuse to transfer EverythingNailz.com, the NailCollective.com  
19 and HiSocieta.com to Plaintiffs, (iii) Plaintiff Cazorla is imminently opening a salon  
20 at the W Hotel and lack of web content and access to ThePaintedNail.com reduces  
21 profits and harms Plaintiffs' business goodwill in ways that are hard to quantify, (iv)  
22 given that Cazorla is, to some extent, a public figure, her inability to control the  
23 website bearing her name creates a likelihood of confusion as to the source,  
24 sponsorship, and affiliation and endorsement of KatieCazorla.com, and (v) Cazorla's  
25 inability to control EverythingNailz.com prevents her from promoting her new  
26 wholesale nail supply business, Everything Nailz, which is opening imminently in  
27 Studio City. This has harmful effects that are difficult to quantify.

1           14. The balance of hardships tips sharply in Plaintiffs' favor because, *inter*  
2 *alia*, as demonstrated above, Plaintiffs will likely suffer immediate and irreparable  
3 harm if an injunction does not issue, whereas there is no evidence that Defendants  
4 would suffer any hardship as a result of this Preliminary Injunction.

5           15. It is in the public interest for this injunction to issue because the reach of  
6 the injunction may not be limited only to the Parties but may also include customers  
7 of The Painted Nail, who may experience confusion if they are unable to browse  
8 ThePaintedNail.com website.

9           IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that  
10 Plaintiffs' Motion for a Preliminary Injunction is hereby GRANTED.

11           IT IS FURTHER ORDERED that Defendants and their respective officers,  
12 agents, servants, employees and/or all persons acting in concert or participation with  
13 them, shall immediately cease and desist all use of Katie Cazorla's, The Painted Nail  
14 LLC's, and Katie Cazorla Designs, LLC's names, trademarks, domain names and  
15 website materials, except insofar as Defendants are using them on websites lawfully  
16 owned by Defendants which are not the subject of this preliminary injunction,  
17 including <http://digitalwelders.com>; and

18           IT IS FURTHER ORDERED that Defendants and their respective officers,  
19 agents, servants, employees and/or all persons acting in concert or participation with  
20 them, shall immediately cease and desist from assigning, transferring or otherwise  
21 hypothecating any of the following domain names: (a) [KatieCazorla.com](http://KatieCazorla.com);  
22 (b) [EverythingNailz.com](http://EverythingNailz.com); (c) [TheNailCollective.com](http://TheNailCollective.com); (d) [ThePaintedNail.com](http://ThePaintedNail.com), and  
23 (e) [HiSocietea.com](http://HiSocietea.com) (all five, collectively, "Plaintiffs' Domain Names"), to anyone  
24 other than Plaintiffs; and

25           IT IS FURTHER ORDERED that the domain registrar transfer Plaintiffs'  
26 Domain Names forthwith in a manner that permits Plaintiffs Cazorla and The Painted  
27 Nail full, complete, and exclusive administration and control over these domain  
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1 names, only restricting Plaintiffs, during the pendency of this action, from further  
2 transfer of Plaintiffs' Domain Names to third parties; and

3 IT IS FURTHER ORDERED that Defendants take all necessary actions to  
4 assist the registrar in transferring Plaintiffs' Domain Names to Plaintiff Cazorla  
5 forthwith, such that Cazorla has full, complete, and exclusive administration and  
6 control over Plaintiffs' Domain Names; and

7 IT IS FURTHER ORDERED that Defendants transfer any and all website  
8 content at the following domain names in the following manner forthwith: (a)  
9 KatieCazorla.com to Plaintiff Katie Cazorla Designs, LLC, including, without  
10 limitation, the web store associated therewith (b) EverythingNailz.com to Plaintiff  
11 Cazorla, (c) TheNailCollective.com to Plaintiff Cazorla, and (d) HiSocietea.com to  
12 Plaintiff Cazorla; and

13 IT IS FURTHER ORDERED that Defendants forthwith transfer to Plaintiffs  
14 Cazorla and/or The Painted Nail, LLC, all website content referring or relating to  
15 The Painted Nail, LLC in Defendants' possession, custody or control including,  
16 without limitation, the web store associated therewith; and

17 IT IS FURTHER ORDERED that Defendants and their respective officers,  
18 agents, servants, employees and/or all persons acting in concert or participation with  
19 them, shall cooperate with Plaintiffs and/or the domain registrar, (i) to remove all of  
20 Defendants' access to Plaintiffs' Domain Names, including without limitation,  
21 disassociating Defendants with respect to hosting accounts connected with Plaintiffs'  
22 Domain Names, and (ii) to assure that Plaintiffs have exclusive unfettered access to  
23 and administration and control over Plaintiffs' Domain Names; and

24 IT IS FURTHER ORDERED that Plaintiffs shall not be required to post a  
25 bond because the evidence indicates that Defendants will not suffer any damage by  
26 the issuance of this preliminary injunction.

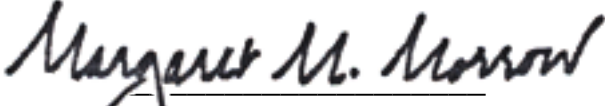
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**EFFECTIVE DATE/TIME**

This Preliminary Injunction is effective immediately and shall remain in effect during the pendency of this action.

SO ORDERED, this 8<sup>th</sup> day of April, 2014.

  
Margaret M. Morrow  
United States District Judge