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6 Counsel for Switch Communications Group LLC

7  
 8 **UNITED STATES DISTRICT COURT**  
 9 **DISTRICT OF NEVADA**

10 Switch Communications Group, LLC,  
 a Nevada limited liability company;

11 Plaintiff,

12 v.

13 Dorian Banks, an individual,

14 Defendant.  
 15  
 16  
 17

Case No.: 2:11-cv-01810-GMN-VCF

**AMENDED ORDER GRANTING  
 PRELIMINARY INJUNCTION**

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18 This matter having come before the Honorable Gloria M. Navarro on November 17, 2011,  
 19 Laraine M. I. Burrell, of the Law firm of Greenberg Traurig, LLP, appearing on behalf of Plaintiff  
 20 Switch Communications Group, LLC. ("Switch" or "Plaintiff"), and no appearance being made on  
 21 behalf of Defendant Dorian Banks ("Banks" or "Defendant"), and good cause appearing therefore,  
 22 this Court hereby finds and orders as follows:

23 1. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C.  
 24 §§ 1331 and 1338;

25 2. The Court has personal jurisdiction over the Defendant in that the Defendant  
 26 regularly conducts business in the State of Nevada, and Defendant committed tortious acts that she  
 27 knew or should have known would cause injury to Plaintiff in the State of Nevada;

1           3.       Defendant was served on November 11, 2011 by electronic mail in accordance with  
2 Rules 4 and 5 of the Federal Rules of Civil Procedure and pursuant to the Order of this Court with  
3 the Complaint in this action, Summons, Plaintiff's Application for Temporary Restraining Order and  
4 Motion for Preliminary Injunction and Temporary Restraining Order entered by this Court on  
5 November 10, 2011;

6           4.       Plaintiff, in compliance with the Order of this Court, filed a bond in the amount of  
7 One Hundred and No/100 Dollars (\$100.00) on November 15, 2011.

8           5.       Switch has made extensive use of the SWITCH Marks for providing  
9 telecommunication services, co-locations services, and operating facilities for computers and  
10 telecommunication equipment of others and has obtained federal registration for the SWITCH Marks  
11 for various goods and services, including but not limited to:

- 12           (a)       SWITCH COMMUNICATIONS GROUP for providing telecommunications  
13                   connections to a global computer network and colocation services (U.S. Reg.  
14                   No. 3,229,168);
- 15           (b)       SWITCH T-SCIF for providing telecommunications connections to the  
16                   internet and colocation services (U.S. Reg. No. 3,547,908),
- 17           (c)       SWITCH WDMD for colocation services (U.S. Reg. No. 3,540,816),
- 18           (d)       SWITCHNAP for providing telecommunications to the internet and  
19                   colocation services (U.S. Reg. No. 3,547,909),
- 20           (e)       SWITCHNAP WORLD for providing telecommunications connections to the  
21                   internet and colocation services (3,880,400),
- 22           (f)       SWITCHFORCE, for security guard services, designing security systems for  
23                   others, security surveillance services, guard night-watch services, alarm center  
24                   services, mobile and stationary security guard services, alarm rescue services,  
25                   alarm rescue services; photographic surveillance services, detective agencies;  
26                   interior decoration consultation, engineering and legal counseling services;  
27                   development of bar-code systems; computer programming for others;  
28                   computer software design for others, up-dating and maintenance of computer

- 1 software (U.S. Reg. No. 3,942,121),  
2 (g) SWITCHSAFE for computer disaster recovery services (U.S. Reg. No.  
3 3,946,128),  
4 (h) SWITCHWORKS for design and installation of computer hardware and  
5 software systems for others (U.S. Reg. No. 3,942,079),  
6 (i) SWITCHMOD for colocation facility development services (U.S. Reg. No.  
7 3,984,525),  
8 (j) SWITCH L.D.C. for providing management of building operation systems;  
9 computer software and hardware for energy use management, air conditioning  
10 and energy usage monitoring and management systems (U.S. Reg. No.  
11 3,984,524), and  
12 (k) SWITCHMACRO-MOD for colocation facility development services (U.S.  
13 Reg. No. 3,984,966).

14 6. Since Switch commenced operations in November 2003, it has continuously used  
15 SWITCH and related marks in connection with advertising and promoting its services in the United  
16 States and around the world. The SWITCH name is well-known and well-respected in the data  
17 center industry, and has been covered by CNN Money, Vegas Inc., the Wall Street Journal, and  
18 CNBC, among other outlets. Switch has spent millions of dollars to advertise and promote the  
19 SWITCH marks in print, broadcast media and on the internet through the Switch website, accessible  
20 throughout the United States and around the world at <switchnap.com>.

21 7. Based on its federal trademark registrations and extensive use, Switch owns the  
22 exclusive right to use the SWITCH Marks in connection with telecommunication services, co-  
23 locations services, and operating facilities for computers and telecommunication equipment of  
24 others. The extensive advertising and promotion of services offered by Switch have resulted in the  
25 SWITCH name and marks being distinctive for telecommunication services, co-locations services,  
26 and operating facilities for computers and telecommunication equipment of others;

27 8. Defendant Banks has used Switch's marks as part of its Internet domain name  
28 <switch.net> without Switch's authority or permission;

1           9.       Switch will suffer irreparable injury if the Court does not require the domain name  
2 registrar ENOM423 INCORPORATED (“Registrar”) to lock the infringing <switch.net> domain  
3 name and transfer it to Switch pending litigation of this matter;

4           10.       Plaintiff has demonstrated likelihood of success on the merits of its mark  
5 infringement claims against Defendant under the Lanham Act, 15 U.S.C. § 1114, and Nevada law;  
6 and

7           11.       Plaintiff has demonstrated likelihood of success on the merits of its unfair  
8 competition claims against Defendant under the Lanham act, 15 U.S.C. § 1125(a).

9           IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Switch’s Motion for  
10 Preliminary Injunction is hereby GRANTED.

11           IT IS FURTHER ORDERED that, pursuant to 15 U.S.C. § 1125(d)(1), the Registrar, Enom,  
12 and/or its successor registrars shall remove the Registrar lock and transfer the domain name  
13 <www.switch.net> to the Plaintiff’s Enom account. The confidential account information will be  
14 provided to Enom by email from Plaintiff’s counsel Greenberg Traurig, LLP.

15           IT IS FURTHER ORDERED that the Registrar and/or its successor registrars remove all  
16 existing Domain Name Server (DNS) entries and corresponding addresses, and enter the Registrar’s  
17 default Domain Name Server and address entries to prevent further damage caused by the infringing  
18 use of the Infringing Domain Name.

19           IT IS FURTHER ORDERED that Defendant will immediately cease and desist any and all  
20 use of Plaintiff’s name and trademarks and any and all variants thereof, including use of the  
21 Infringing Domain Names and any and all variants thereof;

22           IT IS FURTHER ORDERED that Defendant shall file, pursuant to 15 U.S.C. § 1116(a), with  
23 this Court and serve upon Plaintiff within thirty (30) days after entry of this Order, a report in  
24 writing under oath setting in detail the manner and form in which Defendant has complied with this  
25 Court’s Order; and

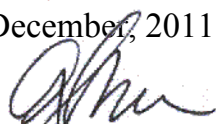
26 . . .

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1 IT IS FURTHER ORDERED that the bond posted with this Court in the amount of One  
2 Hundred and no/100 Dollars (\$100.00) shall be applied to this preliminary injunction.


3 **IT IS SO ORDERED** this 6th day of December, 2011.

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5 \_\_\_\_\_  
6 Gloria M. Navarro  
United States District Judge

7 Respectfully submitted by:

8 DATED: this 5<sup>th</sup> day of December, 2011

9 GREENBERG TRAUERIG, LLP

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11 \_\_\_\_\_  
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