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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

Case No.: 2:14-cv-00798

HAKKASAN LV, LLC, a Nevada  
limited liability company,  
HAKKASAN LIMITED, a foreign  
private limited company,

Plaintiffs,

v.

EZ LEASE PROPERTY  
MANAGEMENT, LLC, also known as  
EZ LEASE PROPERTYS, a Nevada  
limited liability company,

Defendant.

**PERMANENT  
INJUNCTION AND DEFAULT  
JUDGMENT**

Pursuant to Rule 55 of the Federal Rules of Civil Procedure, Plaintiffs HAKKASAN LV, LLC and HAKKASAN LIMITED (collectively “Hakkasan” or “plaintiffs”) filed a motion for entry of default judgment against Defendant EZ Lease Property Management, LLC, also known as EZ Lease Propertys (“defendant”). The defendant failed to respond to, or answer, plaintiffs’ complaint previously served upon defendant and therefore, the Clerk of the Court entered a default against defendant on July 22, 2014 [doc. no. 18]. This Court has given due consideration to plaintiffs’ motion for such judgment as well as the papers, pleadings, and exhibits offered in support thereof; and the court being fully advised in the matter and there having been no appearance made by defendant, it is therefore,

1 ORDERED, ADJUDGED and DECREED that Judgment be entered in favor of Hakkasan  
2 LV LLC and Hakkasan Limited, and against defendant EZ Lease Property Management, LLC, on all  
3 counts of plaintiffs' complaint; and it is further ordered and adjudged that said Judgment shall  
4 include the following specific findings of fact and award of specific relief:

5 1. Hakkasan Limited owns the mark HAKKASAN in connection with, among  
6 other things, restaurant, bar and nightclub services. In particular, Hakkasan Limited owns a  
7 federal trademark registration (U.S. Reg. No. 3,789,248) for HAKKASAN for bar and  
8 restaurant services and a trademark registration (U.S. Reg. No. 4,458,604) for nightclubs,  
9 nightclub services in the nature of reservation and booking services for the purpose of  
10 arranging for admission to nightclubs, and related services (the "HAKKASAN Marks").  
11 Hakkasan LV is a licensee of the HAKKASAN Marks in connection with its ownership and  
12 operation of Hakkasan Las Vegas and has the exclusive right to use the HAKKASAN Marks  
13 in Las Vegas, Nevada and on the intent in connection with such Vegas nightclub and  
14 services.

15 2. Based on Hakkasan Limited's federal trademark registrations and extensive  
16 use, Hakkasan Limited owns the exclusive right to use its HAKKASAN Marks in connection  
17 with restaurant, bar, nightclub and related services. As a licensee of the HAKKASAN  
18 Marks, Hakkasan LV is entitled to the exclusive right to use the HAKKASAN Marks in Las  
19 Vegas, Nevada in connection with Hakkasan Las Vegas for restaurant, bar and nightclub  
20 services and is entitled to enforce its rights against defendants.

21 3. The extensive advertising and promotion of Hakkasan Las Vegas and the  
22 other Hakkasan locations around the world have resulted in the HAKKASAN name and  
23 mark being distinctive for restaurant, bar and nightclub services.

24 4. Defendant registered and used the HAKKASAN Marks as part of his  
25 infringing Internet domain names <mgmgrandhakkasan.com>,  
26 <mgmhakkasannightclub.com> and <mgmgrandhakkasannightclub.com> with the bad faith  
27 intent to profit from his use of the HAKKASAN Marks;  
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1           5. Defendant parked the Infringing Domain Names on web pages containing live  
2 search and reference links to “MGM Grand Las Vegas,” “Nightclub Las Vegas,” and “Las  
3 Vegas NV Hotel,” among others. Defendant’s websites contained the plaintiffs’ federally  
4 registered trademark and logo, together with images and other materials from the plaintiffs’  
5 own nightclub website. Defendant’s Infringing Domain Names provide links to Las Vegas  
6 nightclubs and hospitality-related links. Thus, users visiting the Infringing Domain Names  
7 are led to believe that plaintiffs are somehow affiliated with or sponsoring defendant’s  
8 services.

9           6. Defendant’s use of the HAKKASAN Marks in connection with its services is  
10 likely to cause confusion as to the source and origin of defendant’s website and services;

11           7. If defendant’s use of the term HAKKASAN continues, plaintiffs will continue  
12 to suffer irreparable injury to their good will and reputation which was established through  
13 use of the HAKKASAN Marks, and for which an award of damages would be inadequate;

14           8. Defendant acted willfully in its infringement and cybersquatting of the  
15 HAKKASAN marks; and

16           9. Defendant is liable for its trademark infringement, unfair competition,  
17 cybersquatting, deceptive trade practices and intentional interference with prospective  
18 economic advantage.

19           THEREFORE, IT IS HEREBY ORDERED that defendant EZ Lease Property Management,  
20 LLC, also known as EZ Lease Propertys, its respective officers, agents, servants, employees, and/or  
21 all persons acting in concert or participation with it, are permanently enjoined (1) from using  
22 plaintiffs’ trademarks or confusingly similar variations thereof, alone or in combination with any  
23 other letters, words, letter strings, phrases or designs, in commerce or in connection with any  
24 business or for any other purpose (including, but not limited to, on web sites and in domain names);  
25 and (2) from registering, owning, leasing, selling or trafficking in any domain name containing  
26 plaintiffs’ trademarks or confusingly similar variations thereof, alone or in combination with any  
27 other letters, words, phrases or designs;

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1 IT IS FURTHER ORDERED that defendant pay plaintiff Hakkasan LV, LLC \$1,000 in  
2 nominal damages for corrective advertising;

3 IT IS FURTHER ORDERED that defendant pay plaintiff Hakkasan LV, LLC statutory  
4 damages of \$100,000.00 resulting from defendant's willful trademark infringement;

5 IT IS FURTHER ORDERED that defendant pay plaintiff Hakkasan LV, LLC statutory  
6 damages of \$300,000.00 resulting from defendant's willful cybersquatting;

7 IT IS FURTHER ORDERED that defendant pay plaintiffs' attorneys' fees and costs in the  
8 amount of \$31,011.70;

9 IT IS FURTHER ORDERED that plaintiffs' cash deposit of one hundred dollars (\$100.00)  
10 be released from the registry account of this court and returned to Greenberg Traurig.

11 IT IS FURTHER ORDERED that jurisdiction of this case shall be retained by this court for  
12 the purpose of enforcement of this Judgment.



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15 UNITED STATES DISTRICT JUDGE

16 Dated: November 24, 2014

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18 Respectfully submitted by:

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20 GREENBERG TRAUIG, LLP

21 /s/ Laraine M.I. Burrell  
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