

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**ANNIE SLOAN INTERIORS, LTD.,**

**CIVIL ACTION NO. 17-11767**

v.

**JUDGE LEMMON**

**JOLIE DESIGN & DECOR, INC.,  
ET AL.,**

**MAG. JUDGE VAN MEERVELD**

**SECTION S**

**PRELIMINARY INJUNCTION ORDER**

This matter came before the Court upon a motion for preliminary injunction filed by plaintiff Annie Sloan Interiors, Ltd. (“ASI”). The Court held a three-day hearing, during which it heard testimony from seven witnesses, admitted numerous exhibits, and accepted designated deposition testimony from an additional five witnesses. After considering the evidence presented at the hearing, argument of counsel, and the parties’ post-hearing memoranda, the Court finds that ASI is likely to succeed on the merits, is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in ASI’s favor, and that an injunction is in the public interest. ASI’s motion is therefore **GRANTED**, and the Court enters the following injunctive relief.

**IT IS ORDERED** that Defendants Jolie Design & Décor, Inc. (“JDD”), Jolie Home, LLC (“JHL”), and Lisa Rickert (collectively, “Defendants”) — and any person in active concert or participation with Defendants who receives actual notice of this order — immediately:

1. Cease engaging in reverse passing off ASI Product as JHL’s products, including creating or using advertising for JHL’s products representing ASI Products as JHL’s products, including without limitation brand stories, color cards, videos, social media posts, photos, and other materials that promote JHL and JHL’s paints but depict ASI Products;

2. To the extent that JHL labels have already been applied to ASI Products, warehouse all inventory of such products in the possession of Defendants, their affiliates or the agents of Defendants or their affiliates, including without limitation all such inventory in Australia or New Zealand or in transit to Australia or New Zealand, pending a ruling on the merits of this case;

3. Cease creating or using advertising or labels for JHL’s products that state or imply that (a) JHL has been selling paint since 2010 or any date prior to November 5, 2018 or (b) JHL’s product uses “the formula” or has been selling the “exact same product” since 2010 or any date prior to November 5, 2018;

4. Cease creating or using advertising or labels for JHL's paint products that use any ASI Trademarks, including CHALK PAINT in any font or format, Trade Dress, or any confusingly similar mark or colorable imitation thereof;

5. Store all advertising materials and labels in the possession of JHL enjoined under clauses (1), (3), or (4) above, including without limitation the JHL color card manufactured by Dorn Color, the Jolie Brand Story, paint tin labels, and product cards, pending a ruling on the merits of this case;

6. Issue written notice to any stockists, suppliers, and public relations firms in the Territory who have already received advertising materials enjoined under clauses (1), (3), or (4) above informing such stockists, suppliers, and public relations firms that Defendants have been enjoined from further distribution of such advertising materials and directing that stockists, suppliers, and public relations firms to store the enjoined materials;

7. Transfer to ASI or cancel all domain names that incorporate one or more of ASI's Trademarks, including without limitation AnnieSloanUnfolded.com and ChalkPaintNorthAmerica.com; and

**IT IS FURTHER ORDERED** that, through November 5, 2018, JDD shall specifically perform the 2010 Distribution Agreement and cease:

8. Refusing to on-board new Annie Sloan® stockists or delaying the on-boarding of Annie Sloan® stockists;

9. Selling ASI Products directly to consumers through internet channels that bypass stockists, including Amazon;

10. Using CHALK PAINT® without also using ANNIE SLOAN® in advertisements for ASI Products;

11. Distributing advertising or promotional materials of any type to stockists intended to promote their purchase of JHL products prior to November 5, 2018.

**IT IS FURTHER ORDERED** that, after November 5, 2018, Defendants shall not:

12. Use ASI's Trademarks including CHALK PAINT® in any font or format, Trade Dress, or any confusingly similar mark or colorable imitation thereof;

13. Make any advertising claim that identifies or promotes any JHL paint color using the slogans "same formula" or "original formula" for any new paint color developed by or for JHL;

14. Make any advertising claim that identifies or promotes any JHL paint color as using the "same formula" or words of similar import as ASI's paint product on November 5, 2018, unless such JHL paint product in fact uses the same formula as in use for ASI's paint product on November 5, 2018; or

15. Make any advertising claim that identifies or promotes any JHL paint color as using the “original formula” as an ASI paint product unless that JHL paint color in fact uses the same formula as the ASI paint product used upon its first introduction into commerce in the United States.

**IT IS FURTHER ORDERED** that Defendants shall immediately provide a copy of this Order to each of their stockists, agents, employees, officers, subsidiaries, affiliates, attorneys, independent contractors, representatives, franchisees, and all persons in active concert or participation with Defendants, who participate in or have any responsibilities relating to the subject matter of this action. This order applies throughout the Territory.

**IT IS FURTHER ORDERED** that, in accordance with 15 U.S.C. § 1116(a), within 30 days of entry of this Order that Defendants file with the Court and serve on ASI a report, in writing and under oath, setting forth the manner and form in which each has complied with this Order.

New Orleans, Louisiana, this 11th day of October 2018.

  
MARY ANN VIAL LEMMON  
UNITED STATES DISTRICT JUDGE