

O/0480/24

TRADE MARKS ACT 1994

IN THE MATTER OF REGISTRATION NO. 3687532  
IN THE NAME OF JACK CHEN  
FOR THE FOLLOWING SERIES OF TRADE MARKS:



IN CLASSES 25 & 35

AND

AN APPLICATION FOR A DECLARATION OF INVALIDITY  
UNDER NO. 504940  
BY ELEANOR HESPE

## Background and pleadings

1. Jack Chen is the registered proprietor of the series of trade marks displayed on the cover page of this decision, under registration number 3687532 (“the contested mark”). The contested mark was filed on 28 August 2021 and became registered on 25 February 2022. It stands registered for the following goods and services:

Class 25: Parts of clothing, footwear and headgear; headgear; thermal headgear; footwear; headgear for wear; footwear [excluding orthopedic footwear]; footwear for men and women; footwear for track and field athletics; golf footwear; athletics footwear; athletic footwear; footwear uppers; casual footwear; footwear soles; fishing footwear; ladies' footwear; beach footwear; climbing footwear; sports footwear; trainers [footwear]; uppers (footwear -); leisure footwear; pumps [footwear]; infants' footwear; children's footwear; sneakers [footwear]; rubbers [footwear]; tips for footwear; wooden shoes [footwear]; footwear for women; soles for footwear; sports headgear [other than helmets]; footwear (tips for -); footwear for sport; footwear for sports; footwear for snowboarding; welts for footwear; footwear (welts for -); footwear for men; heelpieces for footwear; insoles for footwear; clothing; footwear made of wood; traction attachments for footwear; inner socks for footwear; footwear made of vinyl; footwear not for sports; clothes; footwear for use in sport; clothing for men, women and children; non-slipping devices for footwear; footwear (non-slipping devices for -); footwear (fittings of metal for -); fittings of metal for footwear; Japanese split-toed work footwear (jikatabi); wristbands [clothing]; tops [clothing]; knitted clothing; oilskins [clothing]; motorcyclists' clothing; hoods [clothing].

Class 35: Wholesale services in relation to headgear; retail services in relation to headgear; retail services in relation to footwear; retail services connected with the sale of clothing and clothing accessories.

2. On 6 June 2022, Eleanor Hespe made an application for a declaration of invalidity in respect of the contested mark pursuant to section 47 of the Trade Marks Act 1994

("the Act"). The application is based upon section 3(6) of the Act and is directed against all the goods and services of the contested mark.

3. Mrs Hespe claims that a company was incorporated in January 2019 as a result of an agreement between the parties and their spouses to start a business as a footwear retailer. The parties are both directors and equal shareholders of the company, which has traded under the contested mark. Mrs Hespe claims that, whilst she took a break from active involvement in the company between April 2020 and January 2022 due to health issues suffered by her husband, Mr Chen took a number of steps in the management of the company, including applying for the contested mark, without her knowledge or authorisation. She claims that the registration was obtained with the dishonest intention of using it against her, as part of Mr Chen's efforts to remove her from the business. On this basis, Mrs Hespe claims that the contested mark was filed in bad faith.

4. Mr Chen filed a counterstatement denying the ground of invalidation. He disputes that the contested mark was registered in bad faith. Mr Chen denies that he took any steps to remove Mrs Hespe from the business and that the registration was obtained with any dishonest intention. He submits that he filed the application in order to obtain protection for the contested mark and to hold it on trust for the company in his capacity as a director. Mr Chen also claims that he had prior ownership of the contested mark (of which he was entitled) and that he did not assign those rights to the company when it was formed.

5. Both parties are professionally represented; Mrs Hespe by Wilson Gunn and Mr Chen by Venner Shipley LLP. Both parties filed evidence. No hearing was requested. Only Mr Chen filed written submissions in lieu of attendance, though I note that Mrs Hespe filed written submissions during the evidence rounds. This decision is taken following careful consideration of all the papers before me.

## **Evidence and submissions**

6. Mrs Hespe filed evidence in the form of a witness statement dated 6 March 2023 and four exhibits (EH1-EH4). This evidence was accompanied by written submissions of the same date.

7. Mr Chen's evidence consists of a witness statement dated 9 June 2023 and one exhibit (JC1). He also filed written submissions dated 2 October 2023.

8. I have taken the evidence and submissions into account in reaching my decision and will refer to them below where necessary.

## **Relevance of EU law**

9. The provisions of the Act relied upon in these proceedings are assimilated law, as they are derived from EU law. Although the UK has left the EU, section 6(3)(a) of the European Union (Withdrawal) Act 2018 (as amended by Schedule 2 of the Retained EU Law (Revocation and Reform) Act 2023) requires tribunals applying assimilated law to follow assimilated EU case law. That is why this decision refers to decisions of the EU courts which predate the UK's withdrawal from the EU.

## **Decision**

10. Section 3(6) has application in invalidation proceedings because of the provisions of section 47 of the Act, the relevant part of which reads as follows:

“(1) The registration of a trade mark may be declared invalid on the ground that the trade mark was registered in breach of section 3 or any of the provisions referred to in that section (absolute grounds for refusal of registration).”

11. Section 3(6) of the Act states as follows:

“(6) A trade mark shall not be registered if or to the extent that the application is made in bad faith.”

12. In *Sky Limited & Ors v Skykick, UK Ltd & Ors*, [2021] EWCA Civ 1121 the Court of Appeal considered the case law from *Chocoladefabriken Lindt & Sprüngli AG v Franz Hauswirth GmbH*, Case C-529/07 EU:C:2009:361, *Malaysia Dairy Industries Pte. Ltd v Ankenævnetfor Patenter Varemærker* Case C-320/12, EU:C:2013:435, *Koton Mağazacılık Tekstil Sanayi ve Ticaret AŞ*, Case C-104/18 P, EU:C:2019:724, *Hasbro, Inc. v EUIPO, Kreativni Dogaaji d.o.o. intervening*, Case T-663/19, EU:2021:211, *pelicantravel.com s.r.o. v OHIM, Pelikan Vertriebsgesellschaft mbH & Co KG (intervening)*, Case T-136/11, EU:T:2012:689, and *Psytech International Ltd v OHIM, Institute for Personality & Ability Testing, Inc (intervening)*, Case T-507/08, EU:T:2011:46. It summarised the law as follows:

“68. The following points of relevance to this case can be gleaned from these CJEU authorities:

1. The allegation that a trade mark has been applied for in bad faith is one of the absolute grounds for invalidity of an EU trade mark which can be relied on before the EUIPO or by means of a counterclaim in infringement proceedings: *Lindt* at [34].

2. Bad faith is an autonomous concept of EU trade mark law which must be given a uniform interpretation in the EU: *Malaysia Dairy Industries* at [29].

3. The concept of bad faith presupposes the existence of a dishonest state of mind or intention, but dishonesty is to be understood in the context of trade mark law, i.e. the course of trade and having regard to the objectives of the law namely the establishment and functioning of the internal market, contributing to the system of undistorted competition in the Union, in which each undertaking must, in order to attract and retain customers by the quality of its goods or services, be able to have registered as trade marks signs which enable the consumer, without any possibility of confusion, to distinguish those goods or services from others which have a different origin: *Lindt* at [45]; *Koton Mağazacılık* at [45].

4. The concept of bad faith, so understood, relates to a subjective motivation on the part of the trade mark applicant, namely a dishonest intention or other sinister motive. It involves conduct which departs from accepted standards of ethical behaviour or honest commercial and business practices: *Hasbro* at [41].
5. The date for assessment of bad faith is the time of filing the application: *Lindt* at [35].
6. It is for the party alleging bad faith to prove it: good faith is presumed until the contrary is proved: *Pelikan* at [21] and [40].
7. Where the court or tribunal finds that the objective circumstances of a particular case raise a rebuttable presumption of lack of good faith, it is for the applicant to provide a plausible explanation of the objectives and commercial logic pursued by the application: *Hasbro* at [42].
8. Whether the applicant was acting in bad faith must be the subject of an overall assessment, taking into account all the factors relevant to the particular case: *Lindt* at [37].
9. For that purpose it is necessary to examine the applicant's intention at the time the mark was filed, which is a subjective factor which must be determined by reference to the objective circumstances of the particular case: *Lindt* at [41] – [42].
10. Even where there exist objective indicia pointing towards bad faith, however, it cannot be excluded that the applicant's objective was in pursuit of a legitimate objective, such as excluding copyists: *Lindt* at [49].
11. Bad faith can be established even in cases where no third party is specifically targeted, if the applicant's intention was to obtain the mark for purposes other than those falling within the functions of a trade mark: *Koton Mağazacılık* at [46].

12. It is relevant to consider the extent of the reputation enjoyed by the sign at the time when the application was filed: the extent of that reputation may justify the applicant's interest in seeking wider legal protection for its sign: *Lindt* at [51] to [52].

13. Bad faith cannot be established solely on the basis of the size of the list of goods and services in the application for registration: *Psytech* at [88], *Pelikan* at [54].”

13. According to *Alexander Trade Mark*, BL O/036/18, the key questions for determination in a claim of bad faith are:

(a) What, in concrete terms, was the objective that the applicant has been accused of pursuing?

(b) Was that an objective for the purposes of which the contested application could not be properly filed?

(c) Was it established that the contested application was filed in pursuit of that objective?

14. It is necessary to ascertain what Mr Chen knew at the relevant date.<sup>1</sup> In these proceedings, that is the filing date of the contested mark, i.e. 28 August 2021. Evidence about subsequent events may be relevant if it casts light backwards on the position at the relevant date.<sup>2</sup>

What, in concrete terms, was the objective that the applicant has been accused of pursuing?

15. Essentially, Mr Chen is accused of applying for the contested mark without Mrs Hespe's knowledge or authorisation, in his own name rather than that of the business.

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<sup>1</sup> *Red Bull*

<sup>2</sup> *Hotel Cipriani SRL and others v Cipriani (Grosvenor Street) Limited and others*, [2009] RPC 9 (approved by the Court of Appeal in England and Wales: [2010] RPC 16).

Mrs Hesse accuses Mr Chen of doing this so that the registration could be used against her in his efforts to remove her from the business.

Was that an objective for the purposes of which the contested application could not be properly filed?

16. If proven, this is an objective for the purpose of which Mr Chen's mark could not be properly filed.

Was it established that the contested application was filed in pursuit of that objective?

17. Mrs Hesse gives evidence that in late 2018/early 2019, she and Dominic Hesse (her late husband; "DH") agreed with Mr Chen and Erin Zhang (Mr Chen's wife; "EZ") to form a company to grow the high-end, authentic sneaker market. She says it was agreed that she and Mr Chen would both be joint directors and shareholders; on behalf of themselves and DH and EZ, respectively. Companies house documents in evidence show that Sneaker 63 Limited ("the company") was incorporated on 2 January 2019, with Mrs Hesse and Mr Chen listed as company directors and equal joint-shareholders.<sup>3</sup> An article published by *I Love Manchester* on 4 October 2019 states that Sneaker63 launched around 6 months prior and describes the combination of Mr Chen and DH as the "perfect partnership". Mrs Hesse says that the contested mark is the logo of the company. In support of this, printouts from the company's UK website have been provided.<sup>4</sup> The contested mark is clearly visible in printouts from 15 July 2021, 7 July 2022 and 6 March 2023. The company is referred to in the copyright notices.

18. After the company's incorporation, Mrs Hesse says that she carried out (mainly administrative) duties as a director, whereas DH and Mr Chen worked in the company shop. DH and Mr Chen began receiving monthly remuneration for their work in March 2020; whilst they both received roughly the same amount, it is said that Mr Chen's dividend payment was combined with his salary, a decision which was made

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<sup>3</sup> Exhibit EH3; I note that Mr Chen's name is spelt "Chan" in the documents, though nothing appears to turn on this.

<sup>4</sup> Exhibit EH1

unilaterally and without a board meeting. In contrast, DH received his salary and Mrs Hesper's dividend payment separately each month.

19. In April 2020, DH was diagnosed with terminal cancer; as a result, it was agreed that Mrs Hesper would take a break from active involvement in the business. DH and Mrs Hesper were shielding in accordance with the government's Covid-19 guidelines. However, Mrs Hesper says that they made it clear to Mr Chen that, as founders of the company, they wished to remain involved in its management, and remained accessible to him. Despite this, Mrs Hesper states that no dividend payments have been received since September 2021 and alleges that, since DH's passing on 29 December 2021, Mr Chen has sought to prevent her from receiving a salary.

20. On or around 8 January 2022, Mrs Hesper was contacted by EZ to discuss insurance policies. This precipitated her return to active involvement in the business. Since then, she says that she has performed her functions as a director of the company and has taken a monthly income equivalent to DH's previous salary. Activities she is said to have carried out include, *inter alia*, reviewing and assisting with the preparation of accounts, reviewing banking records and staffing issues, and preparing a marketing strategy. According to Mrs Hesper, she also offered to take over operating the company's Instagram and to carry out further administrative functions, such as banking, bookkeeping and weekly sales reports. However, since her return, Mr Chen has insisted on her performing a customer-facing role in the shop; she says that he has no authority to unilaterally alter her role.

21. Letters were sent to Mrs Hesper on 29 March 2022 and 12 April 2022 by Mr Chen on behalf of the company.<sup>5</sup> The first outlined that her role as director was being investigated due to three alleged withdrawals of £1,734.40 from the company's bank account on 28 March 2022. The letter stated that these withdrawals were potentially gross misconduct; they were unauthorised and illegitimate. However, Mrs Hesper says that she had carried out work for the company and was, therefore, entitled to receive an income. The second letter outlined that the profit levels at the company had not allowed for payments of dividends. It also stated that the company had tried to

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<sup>5</sup> Exhibit EH4

accommodate Mrs Hespe's wish to receive regular payments through carrying out services and that it had been hoped that she would start providing employee services. It stated that Mrs Hespe had declined offers to work on the shop floor, despite admin duties typically being for a limited number of hours only. The letter states that her withdrawals from the company bank account represented a misappropriation of funds and, as the money had not been returned, grounds for Mrs Hespe's dismissal from her role as director. An offer was made for the transfer of her shares. Mrs Hespe says that the letters show Mr Chen attempting to leverage her alleged misconduct to remove her as an employee and director of the company. She states that Mr Chen did not have authority to take these actions alone and no reasons existed for terminating her directorship.

22. According to Mrs Hespe, after her return to the company, Mr Chen sold stock to friends through his personal Facebook page and asserted that she would need to work eight-hour shifts in the shop in order to get a salary, without board authorisation. He is also said to have prevented her from carrying out stock checks and being involved in recruitment. According to Mrs Hespe, Mr Chen applied for the contested mark, sought third-party business involvement, closed the shop for an entire Easter weekend, and informed the public via live broadcast that the company was planning to trade from a new premises and design footwear, all without her consent or knowledge. In addition, Mrs Hespe says that he failed to pay her monthly dividends (whilst continuing to take his within his full salary), unilaterally took action resulting in the company being liable for £15,000 (through exposure to fraud and its obligation to refund the card holder) and pressured her to sell her shares in the company, often through intimidating behaviour. She states that Mr Chen also banned her from the company premises and digital operations, re-registered the company domains to prevent her access, exposed the company to potential liabilities associated with the sale of counterfeit or stolen goods (through selling samples of unreleased footwear obtained from unauthorised retailers) and paid a friend regularly to post photos on the company Instagram account after rejecting Mrs Hespe's offer to do so. Moreover, Mr Chen is said to have allowed EZ to extend the term on the company's government loan and paid funds to her, without board approval or her being a director/shareholder of the company.

23. Finally, Mrs Hespe gives evidence that Mr Chen resigned as a director on 6 February 2023, after the commencement of these proceedings; he also closed the company's Instagram and website. Mr Chen, however, remains an equal shareholder of the company.

24. Mr Chen's account is that, in late 2018/early 2019, he had discussions with DH and EZ to form a company selling high-end, authentic footwear. He says that he and DH agreed to go into business, but that he and Mrs Hespe would be co-directors. Despite the directorship/shareholder arrangement, he says the intention was for the business to be run by him and DH, with the support of their wives. The business is said to have commenced with him and DH working together in the shop. At this time, he states that the directors did not receive dividends, whilst he and DH did not receive wages until February 2020.

25. In April 2020, Mr Chen says that DH could not work after receiving his diagnosis; he and Mrs Hespe were shielding due to the Covid-19 pandemic. Due to the size of the business and low levels of profitability at that time, Mr Chen says that it was not possible for him and DH to continue receiving the same (pre-Covid) wage; he and DH were placed on furlough and received 50% less than before. From September 2020 onwards, Mr Chen says that he and DH received the same gross payments, but that the net payments different due to tax calculations. After April 2021, Covid-19 restrictions eased and Mr Chen returned to the shop full time, whereas DH remained on furlough until the scheme came to an end in September 2021. From that point onwards, DH received sick pay until his passing in December 2021. Mr Chen says that the payments he and DH received were always salary payments for hours spent working in the company shop; he disputes Mrs Hespe's narrative that DH would receive two separate payments during the month.

26. According to Mr Chen, between April 2020 and the filing of the contested mark, he was running the business himself with the assistance of EZ and would contact DH and Mrs Hespe via WhatsApp to seek input on matters which required a decision by the directors. He says that, unfortunately, there was no active involvement from DH or Mrs Hespe; for example, EZ contacted Mrs Hespe regarding a government loan scheme, but the company missed the deadline to apply due to the lack of response to their

repeated attempts at communication. As DH and Mrs Hespe were uncommunicative for long periods of time, he took decisions on the company's behalf to ensure it survived.

27. Mr Chen says that he decided to apply for the contested mark in the interests of the business; however, because communications with DH and Mrs Hespe had broken down, he was unable to discuss it with them. He is unable to recall whether he contacted Mrs Hespe to inform her of his intentions to file the application and no longer has access to his messages from around that time. However, he states that he filed the application in his own name on behalf of the company to protect it. He was taking all the necessary steps and decisions on behalf of the company due to Mrs Hespe's unavailability. In the circumstances, he considers the act of filing the application in his own name to be reasonable. He says he had intended to transfer ownership of the contested mark to the company but could not ascertain how DH and Mrs Hespe wanted to continue with the business. After DH's passing, the relationship between him and Mrs Hespe broke down completely.

28. Turning to Mrs Hespe's specific claims, Mr Chen says that no dividends were paid to him or any shareholders. He and DH received wages for hours working in the shop. He also states that Mrs Hespe had minimal involvement at the beginning of the business venture. She wanted an income from the company after DH's passing but declined to work in the shop. The role she proposed was not available within the business. Mr Chen states that the duties Mrs Hespe claims to have carried out were not agreed between the directors and some (for example, wanting to carry out stock checks during shop opening hours) were obstructive. As a small business, directors need to carry out duties which have a business need. The primary need for the business was staffing the shop floor. As for communication, Mr Chen states that DH and Mrs Hespe did not remain accessible and his attempts at communication were unanswered or received extremely delayed responses, resulting in the gradual breakdown of the directors' relationship. Moreover, Mrs Hespe's claim of pressure to sell her shares through intimidation is denied and, according to Mr Chen, Mrs Hespe's claims about him having prevented her from accessing the premises and digital operations, as well as reregistering the company's domains, are without context. Mr Chen states that, at that time, Mrs Hespe had withdrawn funds from the company bank

account and stock from the shop without authorisation. He says that they were engaged in a company dispute, and it had become clear that one of the directors would need to leave the company. He made the decision to resign.

29. The claims that he sold stock to friends on Facebook and blocked Mrs Hespe's involvement in recruitment are denied. Mr Chen also states that the company was a victim of credit card fraud, and the operation of day-to-day activities does not require director approval; the contested mark was created in 2018 at his instruction prior to the incorporation of the company (though no relevant paperwork has been located); third-party involvement was sought to provide a valuation of the company with a view to resolving the dispute between him and Mrs Hespe; the shop was closed during the Easter weekend due to a Covid-19 outbreak amongst staff; the samples of unreleased sneakers were genuine and honestly acquired with the correct paperwork; and the live broadcast, and details of a new premises and new products, related to a new venture. Mr Chen also explains that the services of a social media influencer (characterised by Mrs Hespe as a personal friend) were engaged to promote the company and its goods and services. Given their number of followers and influence amongst relevant consumers, Mr Chen considers this to have been reasonable.

30. As for EZ's involvement, Mr Chen says that EZ contacted Mrs Hespe on his behalf with a view to obtaining her agreement to extend the loan as he was working long hours in the shop. Mrs Hespe did not respond and there was a deadline for the company to agree the extension. Mr Chen approved the extension on behalf of the company. Further, EZ has not received any payment for the services she has provided to the company. She owns a collection of rare sneakers and has occasionally sold sneakers through the business; this accounts for funds she has received from the company, after it has taken commission.

31. Mr Chen provides printouts of bank statements, showing transactions between 31 January 2019 and 6 February 2023.<sup>6</sup> The first transactions regarding any wages for DH and Mr Chen were for February 2020. The payments for wages were around 50% less from April 2020 onwards. From September 2020 onwards, the varying sums paid

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<sup>6</sup> Exhibit JC1

in wages to DH and Mr Chen were slightly different. In April 2021, payments to Mr Chen can be seen to rise in line with his wages prior to the Covid-19 pandemic, whilst DH's wages remained reduced. This remained the case until October 2021, at which time DH began receiving significantly less. The last payment issued to DH was for December 2021 wages (or sick pay). The remainder of the statements shows Mr Chen receiving his typical monthly wage until May 2022. There do not appear to be any payments relating to dividends in the statements and DH does not appear to have received two payments per month. There do not appear to be any payments to EZ. This is all consistent with Mr Chen's narrative evidence. I also note that the statements show that three payments of £1,734.40 were issued to Mrs Hespe on 28 March 2022. Combined payments of £2,016.60 were issued to Mrs Hespe in May 2022.

32. It is worth noting that a large proportion of the evidence and arguments advanced in these proceedings are not strictly relevant to the filing of the contested mark, or whether this was done in bad faith. Similarly, many of the issues raised by the parties appear to fall outside the scope of this tribunal and what I must consider. Nevertheless, it is common ground that the parties were involved in discussions in late 2018/early 2019 to commence business in the sneaker market. The company was incorporated in January 2019 for the purposes of carrying on the parties' business. In his counterstatement, Mr Chen admitted that the company trades under the name 'Sneaker 63' and uses the contested mark. There is also some documentary evidence (albeit limited) to that effect: the contested mark can clearly be seen in the printouts of the company's UK website from before the relevant date.

33. Although Mr Chen claimed in his counterstatement that he had prior ownership of the contested mark, this is not mentioned in his witness statement. There is also no documentary evidence which establishes that Mr Chen had any rights in the contested mark which predated the formation of the company. Rather, it appears that the contested mark was intended to be a company asset. Mr Chen's comments that he applied for the contested mark on behalf of the company, that he intended to hold it on trust for the company, and that he intended to transfer ownership of it to the company confirm that he thought this was the case. In connection to the latter, I note that Mr Chen has not transferred ownership of the contested mark to the company at

any point since the relevant date, notwithstanding his resignation from his position as director.

34. At the relevant date, Mr Chen was a director of the company, as well as a joint shareholder. Therefore, he had a duty to act in its best interests. Intellectual property is a key company asset, and the registration of a trade mark is a monopoly right. The effect of him having applied for the contested mark in his own name was to exclude all others, including the company itself, from being able to use it, without first obtaining permission or paying a licence fee. To my mind, even without an in-depth knowledge of the trade mark system or company law, a reasonable person should have been expected to know that a company's trade mark should be filed in the company's name, rather than in the personal name of any one of its directors.

35. Whilst Mr Chen feels that applying for the trade mark in his own name was reasonable in the context of Mrs Hespe's alleged unavailability, his own feelings about his conduct are not relevant: the assessment is from the perspective of honest people in the relevant trade. There may or may not have been effective communication between Mr Chen and Mrs Hespe at the relevant date (though I note he is unable to recall whether he attempted to inform her of his intentions to apply for the contested mark and there is no evidence to that effect). Moreover, there may or may not have been fake online accounts using the contested mark (of which I note there is no evidence). However, these circumstances would not have prevented Mr Chen from applying for the trade mark in the name of the company and he has not provided an adequate explanation for why he, as a director of the company, actively chose to apply for the trade mark in his own name instead. In my view, this action is not consistent with honest and reasonable business practices. This amounts to bad faith.

## **Conclusion**

36. The application for invalidation based upon section 3(6) of the Act has been successful. Subject to any appeal, the contested mark will be declared invalid. Under section 47(6) of the Act, the registration is deemed to have never been made.

## Costs

37. As Mrs Hespe has been successful, she is entitled to a contribution towards her costs. Based upon the scale published in Tribunal Practice Notice 2/2016,<sup>7</sup> I award Mrs Hespe the sum of **£1,200** as a contribution towards the cost of the proceedings. This sum is calculated as follows:

Preparing a statement and considering Mr Chen's counterstatement	£300
Preparing evidence and written submissions	£700
Official fees	£200
<b>Total</b>	<b>£1,200</b>

38. I order Jack Chen to pay Eleanor Hespe the sum of **£1,200**. This sum is to be paid within twenty-one days of the expiry of the appeal period or within twenty-one days of the final determination of the proceedings if any appeal against this decision is unsuccessful.

**Dated this 28<sup>th</sup> day of May 2024**

**James Hopkins**  
**For the Registrar**

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<sup>7</sup> These proceedings having commenced after 1 July 2016 but before 1 February 2023.