

RUTHERFORD County	<b>CIVIL SUMMONS</b> page 1 of 1	Case Number <b>71034</b>
ALL STAR REMODELING, LLC d/b/a ALL STAR ROOFING <b>vs.</b> YP ADVERTISING & PUBLISHING ET AL		

\*\*\*\*\*TO BE SERVED VIA CERTIFIED MAIL\*\*\*\*\*

Served On: GOOGLE, SERVE REG. AGENT: CORPORATE SERVICES CO, 2908 Poston Avenue, Nashville, TN. 37203-1312

You are hereby summoned to defend a civil action filed against you in CIRCUIT Court, RUTHERFORD County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the below date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: March 11, 2016   
Clerk / Deputy Clerk

Attorney for Plaintiff: KIRK L. CLEMENTS  
140 NORTH MAIN ST., GOODLETTSVILLE, TN. 37072

**NOTICE OF PERSONAL PROPERTY EXEMPTION**

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA § 26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to \_\_\_\_\_, \_\_\_\_\_ Clerk, \_\_\_\_\_ County

**CERTIFICATION (IF APPLICABLE)**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_ County do certify this to be a true and correct copy of the original summons issued in this case.

Date: \_\_\_\_\_  
Clerk / Deputy Clerk

**OFFICER'S RETURN:** Please execute this summons and make your return within thirty days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Officer, Title

**RETURN ON SERVICE OF SUMMONS BY MAIL:** I hereby certify and return that on \_\_\_\_\_, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant \_\_\_\_\_. On \_\_\_\_\_ I received the return receipt, which had been signed by \_\_\_\_\_ on \_\_\_\_\_. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public / Deputy Clerk (Comm. Expires \_\_\_\_\_)

Signature of Plaintiff \_\_\_\_\_ Plaintiff's Attorney (or Person Authorized to Serve Process)  
(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call \_\_\_\_\_, ADA Coordinator, at ( ) \_\_\_\_\_.

**IN THE CIRCUIT COURT OF RUTHERFORD COUNTY, TENNESSEE  
AT MURFREESBORO**

**ALL STAR REMODELING, LLC** )  
**d/b/a ALL STAR ROOFING,** )  
 )  
**Plaintiff,** )  
 )  
**vs.** )  
 )  
**YP ADVERTISING & PUBLISHING,** )  
**LLC d/b/a YELLOWPAGES.COM,** )  
**NETWORX SYSTEMS, LLC d/b/a** )  
**CONTRACTORLINK.NET and** )  
**GOOGLE, INC.,** )  
 )  
**Defendants.** )

NO. 71034

JURY DEMAND

**FILED**  
MAR 11 2016  
2:31 O'CLOCK  
MELISSA WARELL  
DEPUTY CLERK

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**COMPLAINT**

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**COMES NOW** Plaintiff All Star Remodeling, LLC d/b/a All Star Roofing and brings a civil action against the Defendants seeking damages pursuant to Tennessee law and common law for trade name and trademark infringement, violations of the Tennessee Consumer Protection Act and civil conspiracy.

1. Plaintiff ALL STAR REMODELING, LLC d/b/a ALL STAR ROOFING is a limited liability corporation formed and doing business pursuant to Tennessee law with its principle place of business in Rutherford County, Tennessee.

2. Defendant YP ADVERTISING & PUBLISHING, LLC d/b/a YELLOWPAGES.COM (hereinafter referred to as "YP") is a foreign corporation formed under the laws of Delaware and lawfully doing business in the State of Tennessee with its principle place of business located at 2247

Northlake Pkwy, Tucker, GA 30084-4005 and can be served through its registered agent, to wit: Corporation Services Company, 2908 Poston Ave, Nashville, Tennessee 37203-1312.

3. NETWORKX SYSTEMS, LLC d/b/a CONTRACTORLINK.NET (herein referred to as “Networx”) is a foreign corporation formed under the laws of Delaware and lawfully doing business in the State of Tennessee with its principle place of business located at 1203 16<sup>th</sup> St., Suite B, Wheatland, WY 82201 and can be served through its registered agent, to wit: Celeste Kumelos, 1203 16<sup>th</sup> St., Suite B, Wheatland, WY 82201.

4. GOOGLE, INC. (hereinafter referred to as “Google”) is a foreign corporation formed under the laws of California and lawfully doing business in the State of Tennessee with its principle place of business located at 1600 Ampitheatre Parkway, Mountain View California and can be served through its registered agent, to wit: Corporate Service Company, 2908 Poston Avenue, Nashville, TN 37203.

5. Venue and jurisdiction are proper in this Court.

6. All Star Roofing is owned and operated by Steven Morgan, who has been in the roofing business since 1998 and enjoys an excellent reputation in the Middle Tennessee area. All Star Remodeling, LLC is a registered limited liability corporation in the State of Tennessee and the assumed name of All Star Roofing is registered with the State of Tennessee. The trade name and trademark “All Star Roofing” has been registered with the State of Tennessee since 2008. All Star Roofing has engaged in a pervasive advertising and marketing campaign and has utilized television, radio, internet, newspapers and telephone books to advertise its business. Such advertising efforts in tandem with its strong business presence has resulted in the trademark and trade name “All Star Roofing” being distinctive and famous in the Middle Tennessee Area.

7. Defendant YP is an online business directory. YP holds itself out to be the “leading local marketing solutions provider in the U.S. dedicated to helping local businesses and communities grow”. According to YP’s website, “Formerly AT&T Interactive and AT&T Advertising Solution, YP launched May 2012, bringing the two companies together.” The website also asserts, “Connecting consumers with businesses when they’re ready to buy is what YP is all about, and we’ve been doing this for over 100 years. YP solutions include online presence, local search, display advertising, direct marketing, and print direct directory advertising.”

8. Upon information and belief, Networx has been in business since 2005 and is in the business of generating leads for home improvement contractors. According to Networx’s website, “Networx Systems is a lead generation company, designed to help home improvement contractors grow their businesses by putting them in contact with homeowners looking for work, with the hope this will lead to contractors landing jobs and seeing returns on investment.” Networx asserts it is a unique lead generation company because it works on a subscription-based model whereby the contractor pays a flat, monthly fee and contractors are not charged on a per lead basis like other companies.

9. Networx asserts on its website, “Networx offers contractors the ability to capture internet traffic without having to invest thousands upon thousands of their own dollars into high-maintenance website or high-maintenance advertising, where you pay-per-click or per-view. Networx takes the risk out of advertising online. When a consumer searches Google for a contractor in their area, Networx.com, with its list of thousand of qualified contractors, is often at the top of the page. Networx brings in the leads, and all contractors need to pay, is a flat, monthly rate.” Upon information and belief, Networx uses the name and does business as Contractorlink.net and/or owns

the website.

10. Google, Inc. owns and operates an internet search engine which allows users to search the internet for websites or content with the use of words or phrases. Google employs an advertising platform titled AdWords which permits sponsors to purchase keywords that trigger the appearance of the sponsor's advertisement and link when the keyword is entered as a search term.

11. In or about 2006, All Star Roofing entered a contract with YP regarding advertising its business and generating business for All Star Roofing. At such time, upon information and belief, YP had actual knowledge of All Star Roofing's protected trade name and trademark.

12. Upon information and belief, before August of 2015, YP, Networx and Google entered into a business relationship and formed a common design and plan pursuant to which if a consumer searched for a roofing contractor by name on the YP.com website, links to either ContractorLink.net or Networx.com would be presented at the top of the page as a "sponsored link" unlawfully using the contractor's trade name. Such "sponsored link" was generated by YP and/or Google. Once an individual clicks on one of these links, the individual would be directed to ContractorLink.net or Networx.com and the individual would be prompted to provide information related to the individual's specific needs. Such a lead then would be provided to a contractor which was not affiliated with the contractor with whom the consumer was originally seeking to do business. Thereafter, such contractor would attempt to contact the consumer. Upon information and belief, to ensure the maximum effectiveness of their scheme, YP and/or Networx and/or Google specifically targeted roofing companies with prominent names, such as All Star Roofing, by purchasing, selling and/or using such keywords.

13. In or about August of 2015, Steven Morgan visited the YP website and searched his

trade name “All Star Roofing”. As a result a “sponsored link”, which was generated by Google, appeared at the top of the search results bearing the name “All Star Roofing” and a website link titled “allstar.contractorlink.net/Roof”, which was not a link to All Star Roofing’s website. Thus, Mr. Morgan accessed the link and was directed to ContractLink.net. Mr. Morgan then entered in the requested information and thereafter he received a phone call from Music City Roofing, with which Mr. Morgan has no affiliation. Further, Mr. Morgan was contacted by Networx shortly thereafter confirming he had been contacted by Music City Roofing pursuant to his website query.

14. In or about August 2015, Mr. Morgan contacted his YP representative and advised of the unlawful use of his trade name. In or about November 2015, YP was sent a letter from legal counsel for All Star Roofing regarding its infringement of the All Star Roofing trade name and/or trademark and the request was made to cease and desist such infringement. YP failed to respond. At the time of filing this Complaint, the Defendants continue to use the trade name “All Star Roofing” in violation of Tennessee Law. Such actions of the Defendants are intentional, fraudulent, reckless and/or malicious.

15. Upon information and belief, the Defendants marketing plan and advertising consisted of utilizing the good will and name of Plaintiff’s business and doing so by pervasive marketing and advertising in the same geographic area as Plaintiff operates.

16. As a result of the actions of the Defendants as set forth herein, prospective customers of Plaintiff were re-directed to do business with Defendants, which directly impacted Plaintiff’s revenue and diluted the Plaintiff’s registered trade marks and/or trade name. As a direct and proximate result of Defendants actions as set forth herein, Plaintiff suffered economic and non-economic damages, including, but not limited to, loss of revenue.

**COUNT I: TENNESSEE TRADEMARK INFRINGEMENT**

17. Plaintiff re-alleges and incorporates the allegations as set forth in the previous paragraphs as if stated herein.

18. Defendants have used reproductions, counterfeits, copies or colorful imitations of a trademark, service mark or trade name in connection with the sale or offering for sale of services that are likely to cause confusion of the source of the origin of the services.

19. In violation of T.C.A. § 47-25-501 et seq., Defendants knowingly acted with the intention of cause confusion between their services and Plaintiff's services.

20. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which Defendants are not entitled at equity or law.

21. Defendants intend to continue their infringing acts, unless restrained by this Court.

22. Defendants' acts of damage will continue to damage Plaintiff and Plaintiff has no adequate remedy at law.

23. Defendants' use of Plaintiff's trade name was made with actual and/or constructive knowledge of Plaintiff's rights in the trade name given Plaintiff's trade name registration.

24. The conduct of Defendants was and is knowing, wilful and intentional. As a result of Defendants' violation of Plaintiff's exclusive rights to the trade name and trademark, pursuant to T.C.A. § 47-25-513 & 514, Plaintiff is entitled to an injunction prohibiting any further use of Plaintiff's trade name, as well as an award of Defendants' profits, damages sustained, attorney's fees and litigation costs.

25. Plaintiff is entitled to an Order that all signs, prints, packages, posters, flyers and

advertisements, including electronically stored information, in Defendants' possession bearing Plaintiff's trade name or trademarks or any confusingly similar trade name, or trademarks, to be delivered to Plaintiff for destruction.

26. Plaintiff is without an adequate remedy at law because Defendants' infringement has caused and will continue to cause irreparable injury to Plaintiff. Unless this Court enjoins Defendants' actions, Plaintiff will continue to suffer irreparable injury to its intellectual property rights and the erosion of its long standing goodwill.

27. As Defendants' actions constitute a wilful violation of the Tennessee Trade Mark Act, Plaintiff requests this Court to enter judgment three times the amount of Plaintiff's actual damages. Additionally, because of the willful nature of Defendants' violation, this cause is exceptional, entitling Plaintiff to an award of attorney's fees.

28. As a direct and proximate result of Defendants' aforementioned actions, omissions and violations, Plaintiff has suffered injuries and losses, including loss of income and other damages. Plaintiff will continue to incur such damages and Plaintiff seeks all damages to which it is legally entitled pursuant to T.C.A. § 47-25-501 et seq. or as otherwise provided by law.

## **COUNT II: FALSE DESIGNATION OF ORIGIN AND FALSE ADVERTISING**

29. Plaintiff re-alleges and incorporates the allegations set forth in the previous paragraphs as if stated herein.

30. Defendants' promotion, advertising, distribution, sale and offering for sale services together with Defendants' use of the trade name "All Star Roofing" is intended and is likely to confuse, mislead, or deceive customers, the public and the trade as its origin, the source, sponsorship,



or affiliation of services provided by All Star Roofing, and is intended, and is likely to cause such parties to believe that services provided by contractors not associated with All Star Roofing have been authorized sponsored, approved, endorsed or licensed by Plaintiff, or that such contractors are somehow affiliated with Plaintiff.

31. The foregoing actions of Defendants constitute a false designation of origin, and false and misleading descriptions and representations of fact, a violation of Tennessee Law.

32. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which Defendants are not entitled at equity or law.

33. Upon information and belief, Defendants intend to continue their infringing acts, unless restrained by this Court. Defendants have damaged and will continue to damage Plaintiff and Plaintiff has no adequate remedy at law.

34. As a direct and proximate result of Defendants' aforementioned actions, omissions and violations, Plaintiff has suffered injuries and losses, including loss of income and other damages. Plaintiff will continue to incur such damages and Plaintiff seeks all damages to which it is legally entitled.

### **COUNT III: TRADEMARK DILUTION**

35. Plaintiff re-alleges and incorporates the allegations set forth in the previous paragraphs as if stated herein.

36. The All Star Roofing trade name and trademark are strong and distinguished marks that have been in use for many years and have achieved enormous and widespread public recognition in Tennessee.

37. Plaintiff's registered trade name and trademark are distinctive and famous within the meaning of the law within the market which Plaintiff operates and markets.

38. Defendants' use of Plaintiff's trademark and/or trade name, without authorization from Plaintiff is diluting the distinctive quality of Plaintiff's trademark and/or trade name and decreasing the capacity of such marks to identify and distinguish Plaintiff's services and products.

39. Defendants have intentionally and wilfully diluted the distinguished quality of the famous "All Star Roofing" trade name and/or trademark in violation of Tennessee law.

40. Upon information and belief Defendants have made and will continue to make substantial profits and gains to which Defendants are not entitled at equity or law.

41. Upon information and belief, Defendants intend to continue their infringing acts, unless restrained by the Court.

42. Defendants acts have damaged and will continue to damage Plaintiff, and Plaintiff has no adequate remedy at law.

43. As a direct and proximate result of Defendants' aforementioned actions, omissions and violations, Plaintiff has suffered injuries and losses, including loss of income and other damages. Plaintiff will continue to incur such damages and Plaintiff seeks all damages to which it is legally entitled.

**COUNT IV: TENNESSEE DECEPTIVE TRADE PRACTICES  
AND UNFAIR COMPETITION**

44. Plaintiff re-alleges and incorporates the allegations set forth in the previous paragraphs as if stated herein.

45. Defendants have and are engaged in acts and practices that constitute violations of the prohibition against deceptive trade practices found in the Tennessee Consumer Protection Act found at T.C.A. § 47-18-104 et seq..

46. Plaintiff owns all rights, title, and interest in and to the “All Star Roofing “ trade name and trademark, including all common law rights and such marks.

47. Defendants, without authorization from Plaintiff, have used and continue to use the “All Star Roofing” trade name and/or trademark that are identical to that of Plaintiff’s trade name and/or trademark. Defendants, in their course of business or occupation have (a) passed off their services or the services of others as those of All Star Roofing, (b) caused the likelihood of confusion as to the affiliation, connection or association of their services or the services of others with All Star Roofing, (c) caused likelihood of confusion of the source, sponsorship or approval, or certification of their goods with All Star Roofing, (d) use deceptive representation in connection with their services or the services of others, and/or (e) represented that goods have sponsorship, approval, characteristics that they do not have.

48. Defendants’ actions created the unreasonable risk that consumers will conclude that there exists some affiliation, connection, or association between Plaintiff and the Defendants.

49. The natural and probable effect of Defendants’ use of Plaintiffs trade name and/or trademarks in the manner alleged enables Defendants to deceive and confuse the public. Defendants’ unfair practices are of a reoccurring nature and harmful to the consumers and the public at large, as well as the Plaintiff. These practices constitute unlawful, unfair, fraudulent, and deceptive business practices and unfair, deceptive, untrue and misleading advertising. Unless enjoined by this Court, Defendants will continue these actions, thereby causing Plaintiff further

immediate and irreparable damage.

50. Plaintiff is without an adequate remedy at law because Defendants, as set forth herein, are causing great irreparable damage to the Plaintiff and will continue to damage Plaintiff unless enjoined by this Court.

51 As a direct and proximate result of Defendants' actions as set forth herein, Plaintiff has suffered actual damages, including loss of income and attorney's fees.

52. As a direct and proximate result of Defendants' aforementioned actions, omissions and violations, Plaintiff has suffered injuries and losses, including loss of income and other damages. Plaintiff will continue to incur such damages and Plaintiff seeks all damages to which it is legally entitled.

#### **COUNT V: TENNESSEE COMMON LAW TRADEMARK AND INFRINGEMENT**

53. Plaintiff re-alleges and incorporates the allegation as set forth in the previous paragraphs as if stated herein.

54. Plaintiff's trade name and trademark are strong and distinct and have been used for many years and have achieved wide spread recognition in the Tennessee market place.

55. Through prominent, long, and continuous use in commerce, including commerce within the State of Tennessee, Plaintiff's trade name and trademark have become and continue to be distinctive and famous.

56. Defendants' use of the similar name and marketing in connection with production, advertising and installation of roofing without authorization from Plaintiff are designed to deceive and mislead customers and cause confusion as to the originator of such services.

57. Defendants' use of confusingly and similar mark in connection with the production,

advertising and sale of roofing services without authorization from Plaintiff is diluting the distinctive quality of Plaintiff's trademarks and trade name and decreasing the capacity of such marks and names to identify and distinguish Plaintiff's services, causing a likelihood of harm to Plaintiff's business reputation in violation of common law.

58. Defendants have diluted the distinctive quality of Plaintiff's trademarks and trade name.

59. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which the Defendants are not entitled in equity or law.

60. Upon information and belief, Defendants intend to continue their infringing acts, unless restrained by this Court.

61. Defendants acts have damaged and will continue to damage Plaintiff, and Plaintiff has no adequate remedy at law.

62. As a direct and proximate result of Defendants' aforementioned actions, omissions and violations, Plaintiff has suffered injuries and losses, including loss of income and other damages. Plaintiff will continue to incur such damages and Plaintiff seeks all damages to which it is legally entitled.

#### **COUNT VI: INTERFERENCE WITH A BUSINESS RELATIONSHIP**

63. Plaintiff repeats and incorporates the allegation as set forth in the previous paragraphs as if stated herein.

64. Defendants knew or should have know that Plaintiff had an existing business relationship or a prospective business relationship with customers in Tennessee who required their

roof to be repaired or replaced.

65. Defendants actions of utilizing the registered trade name of “All Star Roofing” was intended to interfere with Plaintiff’s relationship with existing customers or prospective customers by directing such customers to do business with contractors affiliated with Defendants.

66. Defendants interfered with Plaintiff’s actual or prospective business relationships by illegally and fraudulently using the registered trade name “All Star Roofing” in violation of the Tennessee Trade Mark Act, the Tennessee Consumer Protection Act and other applicable laws of the Tennessee.

67. As a direct and proximate result of Defendants’ aforementioned actions, omissions and violations, Plaintiff has suffered injuries and losses, including loss of income and other damages. Plaintiff will continue to incur such damages and Plaintiff seeks all damages to which it is legally entitled.

#### **COUNT VII: CIVIL CONSPIRACY**

68. Plaintiff adopts and re-alleges the foregoing paragraphs as if fully set herein.

69. Upon information and belief, Defendants’ actions as set forth herein, both separately and combined in a conspiracy, constitute civil conspiracy as such individuals or companies had a common design that accomplished by concerted action an unlawful purpose and/or an unlawful purpose by unlawful means as set forth herein.

70. Upon information and belief, Defendants and their employees and/or agents communicated and developed the common design that accomplished by concerted effort the unlawful and illegal use of Plaintiff’s registered trademark and/or trade name.

71. As a direct and proximate result of Defendants' aforementioned actions, omissions and violations, Plaintiff has suffered injuries and losses, including loss of income and other damages. Plaintiff will continue to incur such damages and Plaintiff seeks all damages to which it is legally entitled.

### **COUNT VIII: BREACH OF CONTRACT**

72. Plaintiff adopts and re-alleges the foregoing paragraphs as if fully set herein.

73. Plaintiff and YP entered into a contract pursuant to which YP was to provide advertising services both in printed materials and via the internet using the trade name and/or trademark "All Star Roofing".

74. YP materially breach the expressed and implied terms of the contract by intentionally and knowingly facilitating and/or participating in the unlawful and illegal use of Plaintiff's trademark and/or trade name.

75. YP materially breached the express and implied terms of the contract by interfering with potential business relationships between Plaintiff and its potential customers.

76. YP materially breached the express and implied terms of the contract by infringing on Plaintiff's trademark and/or trade name "All Star Roofing".

77. YP materially breached the express and implied terms of the contract pursuant to its actions as set forth herein.

78. YP materially breached the implied term of good faith and fair dealing pursuant to its actions as set forth herein.

~~79. Prior to YP's material breaches, Plaintiff was in full compliance with each of the~~

terms and conditions of the contract between the parties.

80. As a direct and proximate result of Defendants' aforementioned actions, omissions and violations, Plaintiff has suffered injuries and losses, including loss of income and other damages. Plaintiff will continue to incur such damages and Plaintiff seeks all damages to which it is legally entitled.

**COUNT IX: PUNITIVE DAMAGES**

81. Plaintiff adopts and re-alleges the foregoing paragraphs as if fully set forth herein.

82. Defendants' actions as set forth herein were intentional, malicious, fraudulent, and/or reckless, thus entitling Plaintiff to punitive damages.

**WHEREFORE**, premises considered, Plaintiff prays that proper process issue and be served upon Defendants, requiring them to answer the Complaint within the time prescribed by law and this matter be heard before a Jury of twelve (12) impaneled by the Court and, further, Plaintiff requests:

1. That the Defendants be held liable under each claim for the relief set forth in this Complaint.

2. That pursuant to T.C.A. § 47-25-513 & 514, the Court preliminary and permanently enjoin the Defendants, their agents, their servants, employees and attorneys and all other persons in active concert of participation with them from using Plaintiff's trademark and/or trade name and any other confusingly similar variations of such trade name, trademark or service mark or any advertising distribution, sale or offering for sale of services in any medium or manner whatsoever.

3. That Plaintiff be awarded compensatory, special and incidental damages it has suffered by reason of Defendants' unlawful acts set forth herein in an amount to be proved at the



trial, together with legal interest from the date of accrual thereof.

4. That the Defendants be required to account for and pay the Plaintiff all profits derived by Defendants through its unlawful act set forth herein together with legal interest from the date of accrual thereof.

5. That the Defendants be required to pay punitive damages to Plaintiff, as determined by this Court, for Defendants' deliberate and wilful trademark and trade name infringement and unfair competition.

6. That the Defendants be required to pay treble damages pursuant to the Tennessee Consumer Protection Act or as otherwise provided by law.

7. That the Defendants be required to pay to Plaintiff a reasonable attorney fees, pursuant to the Tennessee Consumer Protection Act and the Tennessee Trademark Act and the equitable powers of this Court.

8. That the Defendants be required to pay the Plaintiff the costs of this action.

9. For any other general and further general relief as may be considered by this Court.

Respectfully submitted,

**HAYNES, FREEMAN & BRACEY, PLC**



**KIRK L. CLEMENTS, BPR NO. 20672**

Attorney for Plaintiff  
140 North Main Street  
P.O. Box 527  
Goodlettsville, Tennessee 37072  
(615-859-1328)

**COST BOND**

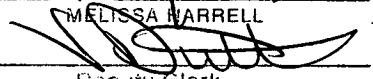
We are surety for the cost of this cause.



**KIRK L. CLEMENTS**

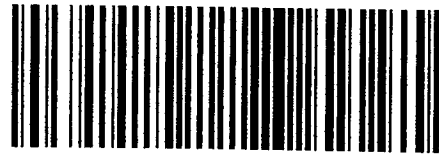
State of Tennessee, Rutherford County  
The undersigned, Circuit Court Clerk of  
the said County and State, hereby certifies  
that the foregoing is a correct copy of  
the instrument filed in the foregoing case  
in the Circuit Court of Rutherford County, Tennessee.  
This 11 day of March 2016

MELISSA WARRELL



Deputy Clerk

**CERTIFIED MAIL**



7015 1520 0000 5391 4955

**Hasler**  
03/18/2016  
**US POSTAGE**

FIRST-CLASS MAIL

**\$07.89<sup>0</sup>**



ZIP 37072  
011D10639864

Law Offices

**HAYNES, FREEMAN & BRACEY, PLC**

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