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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

HOMEVESTORS OF AMERICA, INC.;

Plaintiff,

v.

PHASE1 INVESTMENTS, LLC D/B/A
NATIONALCASHOFFER.COM;

Defendant.

CASE NO.:

COMPLAINT

Plaintiff, HomeVestors of America, Inc. (“HomeVestors”), through its undersigned counsel, files this Complaint for damages and injunctive relief against Phase1 Investments, LLC d/b/a NationalCashOffer.com (“Defendant”), and in support thereof would show as follows:

I. NATURE OF THE ACTION

1. This is an action for trademark infringement and unfair competition under federal law. As described more fully below, upon information and belief, Defendant has knowingly, willfully, and/or intentionally infringed upon HomeVestors’ federally registered trademarks, damaged HomeVestors’ business reputation, and subjected HomeVestors to unfair competition, lost profits, and other

1 monetary damages. The infringement is ongoing causing HomeVestors to suffer
2 irreparable harm.

3 2. HomeVestors brings this action under the Lanham Act, including 15
4 U.S.C. § 1114(1)(a) (Infringement); 15 U.S.C. § 1116 (Injunctive Relief); 15 U.S.C. §
5 1117 (Attorney Fees and Treble Damages); and 15 U.S.C. § 1125(a) (Infringement,
6 False Designation of Origin, and Unfair Competition).

7 **II. PARTIES**

8 3. Plaintiff HomeVestors is a domestic corporation with its principal place
9 of business in Dallas County, Texas.

10 4. On information and belief, Defendant Phase1 Investments, LLC is an
11 Arizona limited liability company, and can be served with process by serving its
12 registered agent at 7262 W. Kaler Avenue, Glendale, Arizona 85303.

13 **III. JURISDICTION**

14 5. This Court has jurisdiction over all aspects of this action pursuant to: (a)
15 15 U.S.C. § 1121 and 28 U.S.C. § 1331, in that this action arises under the
16 Constitution and laws of the United States, more specifically, the Lanham Act, Title
17 15 of the United States Code (the “Lanham Act”); (b) 28 U.S.C. § 1338, in that this is
18 a civil action arising under an Act of Congress relating to trademarks, more
19 specifically the Lanham Act; and (c) 28 U.S.C. § 1332(a), in that the matter in
20 controversy exceeds the sum or value of \$75,000.00 and is between citizens of
21 different states.

22 6. On information and belief, this Court has personal jurisdiction over the
23 Defendant by virtue of Defendant transacting, doing, and soliciting business in this
24 district, because a substantial part of the relevant events occurred in this district, and
25 because Defendant has infringed, contributed to the infringement of, and/or actively
26 induced others to infringe HomeVestors’ trademarks in this district. Moreover,
27

1 Defendant continues to infringe, contribute to the infringement of, and/or actively
2 induce others to infringe HomeVestors' trademarks in this district.

3 **IV. VENUE**

4 7. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), in that a
5 substantial part of the claims arose in this district, and the Defendant resides in this
6 district for purposes of venue under 28 U.S.C. § 1391(c). Additionally, Defendant has
7 an interactive website on which consumers can browse Defendant's infringing
8 services and products. Thus, Defendant is subject to personal jurisdiction in this
9 district.

10 **V. FACTS SUPPORTING CLAIMS**

11 **A. Background on HomeVestors**

12 8. Founded in 1996, HomeVestors is a privately owned real estate franchise
13 company that sells franchises to investors who buy homes in need of repair or homes
14 that owners need to sell more quickly than can be done through a traditional sales
15 arrangement with a realtor.





16 9. HomeVestors franchisees typically renovate the houses they purchase
17 and then sell or rent them to others. HomeVestors is well known for its slogan, "We
18 Buy Ugly Houses," which was granted service mark registration by the United States
19 Patent and Trademark Office ("USPTO") in September 2003.



20 10. As a group, HomeVestors' franchises comprise the largest homebuying
21 network in the United States. The company is headquartered in Dallas, Texas, and it
22 has more than 880 independently owned and operated franchises located in 45 states
23 and the District of Columbia.

24 **B. The HomeVestors Marks**


25 11. HomeVestors is the owner of more than thirty registered United States
26 service marks, which are identified and described in Exhibit "A" attached hereto
27 (collectively, the "HomeVestors Marks").

12. Specifically, HomeVestors owns the following registered service marks that are important to the filing of this lawsuit (collectively, the “UGLY HOUSES MARKS”):

MARK	REG. NO.	GOODS/SERVICES
	^{2,7} 61,385 (Incontes table)	IC 35. Franchising services, namely, offering technical assistance in establishing, operating, marketing and developing franchised businesses that purchase, finance and sell residential real estate.
WE BUY UGLY HOUSES ®	^{3,0} 99,814 (Incontes table)	IC 36. Real estate services, namely, real estate brokerage, and providing mortgage, title and home insurance brokerage services.
WE BUY UGLY HOUSES ®	^{2,9} 99,705 (Incontes table)	IC 36. Real estate services, namely real estate acquisition, real estate brokerage services and real estate financing services.
	^{2,8} 27,136 (Incontes table)	IC 35. Franchising services, namely, offering technical assistance in establishing, operating, marketing and developing franchised businesses that purchase, finance and sell residential real estate.
	^{2,7} 97,429 (Incontes table)	IC 26. Ornamental novelty buttons.
	^{2,7} 97,374 (Incontes table)	IC 35. Franchising services, namely, offering technical assistance in establishing, operating, marketing and developing franchised businesses that purchase, finance and sell residential real estate.

1	UGLY'S OK ®	2,7 94,480 (Incones table)	IC 35. Franchising services, namely, offering technical assistance in establishing, operating, marketing and developing franchised businesses that purchase, finance and sell residential real estate.
2			
3			
4			
5	THE UGLIEST HOUSE OF THE YEAR ®	3,6 41,362 (Incones table)	IC 35. Organizing and promoting contests for advertising purposes.
6			
7			
8	 The UGLIEST HOUSE Of The Year ®	3,6 41,361 (Incones table)	IC 35. Organizing and promoting contests for advertising purposes.
9			
10			
11			
12	THE GOOD, THE BAD AND THE UGLY ®	3,3 50,752 (Incones table)	IC 36. Real estate services, namely, purchase, finance, acquisition and brokerage of residential real estate properties for others.
13			
14			
15	WE BUY THE GOOD, THE BAD AND THE UGLY ®	3,3 07,918 (Incones table)	IC 36. Real estate services, namely purchase, finance, acquisition and brokerage of residential real estate properties.
16			
17			
18	 UG BUYS HOUSES. ®	3,1 28,574 (Incones table)	IC 36. Real estate services, namely, real estate acquisition, real estate brokerage services, and real estate financing services.
19			
20			
21			
22	UG BUYS UGLY HOUSES ®	2,9 99,978 (Incones table)	IC 35. Franchising services, namely, offering technical assistance in establishing, operating, marketing and developing franchised businesses that purchase, finance and sell residential real estate.
23			
24			
25			
26	UG BUYS UGLY	2,9 35,916 (Incones table)	IC 36. Real estate services, namely, real estate acquisition, real estate brokerage services, and real estate financing services.
27			
28			

1	HOUSES ®		
2			
3	UGLY	4,3	IC 35. Franchise consulting services,
4	OPPORTUNITIES ®	13,868	namely,
5		(Incontes	consultation in connection with
6		table)	marketing and
7			advertising of franchise businesses,
8			franchise lead generation, strategic franchise
9			planning, territory management and
10			franchise sales; concept and brand
11			development in the field of franchising;
12			marketing and promotion of franchise sales
13			services; business advisory and consulting
14			services relating to franchise sales;
15			broker referral services in the field of
16			franchises.
17	UG SELLS UGLY	4,7	IC 35. Real estate sales management;
18	HOUSES ®	86,527	sales promotion services; providing web site
19		(Incontes	for investors to access properties for sale.
20		table)	IC 36. Real estate services, namely,
21			real estate
22			brokerage, and providing mortgage,
23			title and home insurance brokerage services;
24			real estate services,
25			namely, real estate acquisition, real
26			estate brokerage services and real estate
27			financing services; real estate consultation,
28			management, brokerage, and leasing
			services; real estate sales, namely, real
			estate agency services and real estate listing.
	WE SELL UGLY	4,6	IC 035. Real estate sales
	HOUSES ®	38,341	management; sales promotion services;
		(Incontes	providing web site for investors to access
		table)	properties for sale.
			IC 036. Real estate services, namely,
			real estate
			brokerage, and providing mortgage,
			title and home insurance brokerage services;
			real estate services,
			namely, real estate acquisition, real
			estate brokerage services and real estate
			financing services; real estate consultation,
			management, brokerage, and leasing
			services; real estate sales, namely, real
			estate agency services and real estate listing.
		86/	IC 35. Real estate sales management;
		098,386	sales promotion services; providing web site

1 2 3 4 5 6 7 8	WE SELL UGLY HOUSES, TOO!		for investors to access properties for sale. IC 036. Real estate services, namely, real estate brokerage, and providing mortgage, title and home insurance brokerage services; real estate services, namely, real estate acquisition, real estate brokerage services and real estate financing services; real estate consultation, management, brokerage, and leasing services; real estate sales, namely, real estate agency services and real estate listing.
9 10 11 12 13 14 15		86/ 651988	IC 35. Real estate sales management; sales promotion services; providing web site for investors to access properties for sale. IC 036. Real estate services, namely real estate brokerage, and providing mortgage, title and home insurance brokerage services; real estate services, namely, real estate acquisition, real estate brokerage services and real estate financing services; real estate consultation, management, brokerage, and leasing services; real estate sales, namely real estate agency services and real estate listing.
16 17 18 19	COMPRAMOS CASAS FEAS ®	2,9 88,337 (Incontes table)	IC 36. Real estate services, namely, the acquisition and brokerage of residential real property and real estate financing services.
20 21 22 23 24	COMPRAMOS CASAS FEAS ®	2,9 82,363 (Incontes table)	IC 35. Franchising services, namely, offering technical assistance in establishing, operating, marketing and developing franchised businesses that purchase, finance and sell residential real estate.
25 26 27 28	#WEBUYUGLYH	52 97521	IC 35. Real estate sales management; sales promotion services; franchising services, namely offering technical assistance in establishing, operating,

OUSES		marketing and developing franchised businesses that purchase, finance and sell residential real estate. IC 36. Real estate services, namely, real estate brokerage, and providing mortgage, title and home insurance brokerage services; real estate services, namely, real estate acquisition, real estate brokerage services and real estate financing services; real estate consultation, management, brokerage, and leasing services; providing a website for investors to access listings of real estate properties that are for sale.
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13. As identified above, all but three of the UGLY HOUSES MARKS have become incontestable.

14. Only HomeVestors and its independently owned and operated licensed franchisees have the right to use the HomeVestors Marks in the United States.

15. HomeVestors' franchisees advertise their real estate-related services through print media, billboards, the Internet, and on television and radio. Their annual advertising expenditures exceed \$40 million. As a result of the extensive advertising and sales, the UGLY HOUSES MARKS enjoy significant goodwill among relevant consumers.

16. In 2016, the Caruth Institute for Entrepreneurship at the SMU Cox School of Business ranked HomeVestors as number 15 in the "Dallas 100" among the fastest-growing private companies based in Dallas; HomeVestors was ranked number 30 in 2017. Also in 2016, HomeVestors was recognized as the 19th fastest growing franchise by *Entrepreneur Magazine*, and in 2017 *Entrepreneur Magazine* ranked HomeVestors as number 52 in its "Franchise 500." In 2017, and for the eleventh consecutive year, HomeVestors was named to *Franchise Business Review's* "Top 50 Franchises," a distinction awarded to franchisors with the highest level of franchisee satisfaction.

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C. Defendant's Wrongful Acts

17. Defendant is not a licensed HomeVestors franchisee and does not have any other affiliation with HomeVestors. Defendant is not entitled to use any of the UGLY HOUSES MARKS to promote its real estate services. Furthermore, Defendant is a direct competitor with HomeVestors in the buying and selling of houses in distressed situations.

18. Defendant operates the website <http://nationalcashoffer.com>, where it repeatedly advertises "We Buy Ugly Houses" or confusingly similar marks (the "Accused Marks"). For example, Exhibit "B" is a printout of the webpage located at the domain <https://nationalcashoffer.com/services/we-buy-ugly-homes-cash.html/> on or about August 23, 2017, Exhibit "C" is a printout of the webpage located at the domain [https://nationalcashoffer.com/we-buy-ugly-houses_trashed/architecture-farm-villa-house-building-barn-666026-pxhere-com_](https://nationalcashoffer.com/we-buy-ugly-houses_trashed/architecture-farm-villa-house-building-barn-666026-pxhere-com/) / on or about February 14, 2018, and Exhibit "D" is a printout of <https://nationalcashoffer.com/national-cash-offer-ugly-homes-transformed/> on or about February 14, 2018.

19. Defendant also uses the Accused Marks in hidden metatags or source codes that divert consumers, who are searching for HomeVestors on the Internet through the slogan "We Buy Ugly Houses" or "We Sell Ugly Houses," to Defendant's website. For example, Exhibit "E" is a printout of the source code for the webpage located at the domain <https://nationalcashoffer.com/national-cash-offer-ugly-homes-transformed/> on or about February 14, 2018. The printout shows that Defendant used the Accused Marks over 50 times in its source code.

20. Exhibit "B" also shows that Defendant's website located at the domain <https://nationalcashoffer.com/services/we-buy-ugly-homes-cash.html/> contains the phrase "we-buy-ugly-homes" in the URL extension, and Exhibit "C" shows that Defendant's website located at <https://nationalcashoffer.com/we-buy-ugly->

1 [houses_trashed/architecture-farm-villa-house-building-barn-666026-pxhere-com /](https://www.pxhere.com/houses_trashed/architecture-farm-villa-house-building-barn-666026-pxhere-com/)
2 contains the phrase “we-buy-ugly-houses” in the URL extension.

3
4 21. Defendant’s use of the Accused Marks in hidden metatags or source
5 codes and in URL extensions combined with Defendant’s use of the Accused Marks
6 on Defendant’s website deceives consumers into believing that Defendant is affiliated
7 with HomeVestors. Defendant’s intent to confuse consumers (1) harms
8 HomeVestors’ reputation, (2) misappropriates business opportunities and profits
9 intended for HomeVestors and its franchisees, and (3) drives up advertising costs for
10 HomeVestors.

11 **D. Defendant Has Willfully and Intentionally Infringed Upon**
12 **HomeVestors’ Marks**

13 22. By certified letter on November 2, 2016, HomeVestors notified
14 Defendant of its infringing use of the UGLY HOUSES MARKS:

15 Your use of “We Buy Ugly Houses” and “We Sell Ugly
16 Houses” or any confusingly similar variations infringes on
17 our client’s registered trademarks and its common law usage
18 of the marks, and constitutes trademark infringement,
19 trademark dilution and unfair competition under Sections
20 32, 43(a) and 43(c) of the Lanham Act and various related
21 state laws.

22 23. On or about November 10, 2016, Defendant executed a settlement
23 agreement (the “Settlement Agreement”) with HomeVestors in which Defendant
24 agreed to cease using HomeVestors’ trademarks. A copy of the Settlement
25 Agreement is attached as Exhibit “F.”

26 24. Following Defendant’s execution of the Settlement Agreement,
27 HomeVestors discovered multiple infringing uses of the slogan “We Buy Ugly
28 Houses,” along with variations of the HomeVestors marks. On January 18, 2017,
HomeVestors sent Defendant another letter notifying Defendant that it was in breach
of the Settlement Agreement and requesting the removal of all instances of

1 infringement from Defendant's website and the internet. A copy of the letter dated
2 January 18, 2017 is attached as Exhibit "G." Defendant again ignored this heightened
3 warning and knowingly continued its willfully infringing activities.

4 25. On August 30, 2017, HomeVestors sent Defendant yet another letter
5 notifying Defendant once again that it was in breach of the Settlement Agreement and
6 requesting the removal of all instances of infringement from Defendant's website and
7 the internet. A copy of the letter dated August 30, 2017 is attached as Exhibit "H."
8 Still, Defendant ignored this heightened warning and knowingly continued its
9 willfully infringing activities.

10 26. On May 31, 2018, HomeVestors verified that Defendant was still using
11 the Accused Marks on its website. *See* Exhibits "C," "D," and "E." As a result,
12 HomeVestors was forced to escalate this matter to litigation.

13 **E. Defendant's Prior and Ongoing Injury to HomeVestors**

14 27. Defendant is without a license to use, adopt or employ for commercial
15 gain the HomeVestors Marks. Defendant's actions have injured, and if permitted to
16 continue, will irreparably injure HomeVestors, its franchisees, the HomeVestors
17 Marks, the goodwill associated with the HomeVestors Marks, and HomeVestors'
18 reputation for quality services in the following ways:

- 19
- 20 (a) Defendant has knowingly, willfully, and/or intentionally acted in a
21 manner that is likely to cause confusion, mistake, or deception as to the
22 source, origin, sponsorship, authorization, or affiliation of Defendant's
real estate services;
- 23 (b) Defendant's website falsely suggests a sponsorship, connection, license,
24 or association of its real estate services with HomeVestors. In
25 combination with the above, the result is a wrongful diversion of profits
from HomeVestors to Defendant;
- 26 (c) Defendant has deliberately interfered with and damaged, and will
27 continue to damage HomeVestors' relationship with customers, potential
28 customers, and users of HomeVestors' services and other products; and

(d) Defendant's actions have harmed HomeVestors' reputation and goodwill.

28. HomeVestors has no adequate remedy at law for many of these injuries, and thus seeks injunctive relief to end the continuing wrongful acts of Defendant.

VI. CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION **(Trademark Infringement)**

Under Section 32(1)(a) of the Lanham Act, 15 U.S.C. § 1114(1)(a)

29. HomeVestors repeats, reiterates, and realleges the allegations set forth in the preceding paragraphs fully herein to the extent consistent with the relief requested in this section.

30. HomeVestors is the owner of valid and subsisting U.S. registrations on the UGLY HOUSES MARKS identified above. All but two of these registered trademarks are incontestable under Section 15 of the Lanham Act, 15 U.S.C. § 1065.

31. Without HomeVestors' consent Defendant has used and continues to use in commerce a reproduction, counterfeit, copy or colorable imitation of the above registered UGLY HOUSES MARKS in connection with the offering for sale, sale, distribution and advertising of real estate services and products, which is likely to cause confusion, or to cause mistake, or to deceive, in violation of Section 32(1)(a) of the Lanham Act, 15 U.S.C. § 1114(1)(a).

32. As a result of the actions of Defendant alleged above, the UGLY HOUSES MARKS and their goodwill have been damaged and will continue to be damaged, which in turn has caused and will continue to cause HomeVestors substantial monetary damages.

33. HomeVestors is entitled to injunctive relief under 15 U.S.C. § 1116(a).

34. HomeVestors is entitled to recover Defendant's profits, HomeVestors' damages, and the costs of this action. 15 U.S.C. § 1117(a). Based upon the circumstances of this action, HomeVestors is further entitled to recover an amount of

1 damages that is three times the amount of Defendant's profits or HomeVestors'
2 damages, whichever is greater.

3 35. This is an exceptional case that merits an award of reasonable attorney
4 fees to HomeVestors under 15 U.S.C. § 1117(a).

5 36. Defendant's aforesaid acts are likely to cause confusion, mistake or
6 deception with the UGLY HOUSES MARKS.

7 37. Defendant's aforesaid acts are greatly and irreparably damaging to
8 HomeVestors and will continue to damage HomeVestors.

9
10 **SECOND CAUSE OF ACTION**
11 **(Trademark Infringement, False Designation of Origin, and Unfair Competition)**
12 **Under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)**

13 38. HomeVestors repeats, reiterates, and re-alleges the allegations set forth in
14 the preceding paragraphs fully herein to the extent consistent with the relief requested
15 in this section.

16 39. HomeVestors is the owner of valid and subsisting U.S. registrations on
17 the UGLY HOUSES MARKS identified above.

18 40. Defendant has used in commerce one or more words, terms, names,
19 symbols or devices and combinations thereof and/or false descriptions of origin that
20 are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation,
21 connection, or association of Defendant with HomeVestors and/or as to the origin,
22 sponsorship, or approval of the services and products and commercial activities of
23 Defendant, and thus constitutes trademark infringement, false designation of origin,
24 and unfair competition with respect to the UGLY HOUSES MARKS, in violation of
25 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

26 41. The actions of Defendant described above have at all times relevant to
27 this action been willful and intentional.

1 42. As a result of Defendant's actions, HomeVestors has been damaged and
2 will continue to be damaged.

3 43. HomeVestors is entitled to injunctive relief under 15 U.S.C. § 1116(a).

4 44. HomeVestors is entitled to recover Defendant's profits, HomeVestors'
5 damages (in an amount to be trebled), and the costs of this action. *See* 15 U.S.C. §
6 1117(a).

7 45. This is an exceptional case that merits an award of reasonable attorney
8 fees to HomeVestors under 15 U.S.C. § 1117(a).

9
10 **THIRD CAUSE OF ACTION**
11 **(Breach of Contract)**

12 46. HomeVestors repeats, reiterates, and realleges the allegations set forth in
13 the preceding paragraphs fully herein to the extent consistent with the relief requested
14 in this section.

15 47. HomeVestors and Defendant entered into the Settlement Agreement, a
16 valid and legally-binding contract. Defendant breached the Settlement Agreement by
17 continuing its infringing use of the UGLY HOUSE MARKS on its website. This
18 breach resulted in damages to HomeVestors and resulted in loss of profits and
19 goodwill.

20 48. As a result of Defendant's breach of the Settlement Agreement,
21 HomeVestors seeks and is entitled to a judgment against Defendant.

22 49. As a result of Defendant's breach of the Settlement Agreement,
23 HomeVestors seeks and is entitled to recover Defendant's profits, HomeVestors'
24 damages, and the costs of this action.

25 50. As a result of Defendant's breach of the Settlement Agreement,
26 HomeVestors seeks and is entitled to reasonable attorneys' fees.

27 ///

1 **VII. APPLICATION FOR PERMANENT INJUNCTION**

2 51. HomeVestors repeats, reiterates, and realleges the allegations set forth in
3 the preceding paragraphs fully herein to the extent consistent with the relief requested
4 in this section.

5 52. The harm to HomeVestors arising from Defendant's acts is not fully
6 compensable by money damages.

7 53. On information and belief, Defendant, unless enjoined, will continue to
8 misrepresent to or mislead the public into believing that its services are sponsored by,
9 approved by, affiliated with, associated with, or originated by HomeVestors and
10 infringe the UGLY HOUSES MARKS by using those marks or confusingly similar
11 variations thereof to identify Defendant's competitive real estate services. All of these
12 actions violate the Lanham Act.

13 54. Under 15 U.S.C. § 1116(a), these actions entitle HomeVestors to a
14 permanent injunction, upon hearing, enjoining Defendant and its officers, agents,
15 servants, employees, franchisees, and attorneys, and all persons in active concert or in
16 participation with Defendant from:

- 17
- 18 (a) Representing Defendant's services are in any way sponsored by,
19 approved by, affiliated with, or originated by HomeVestors;
- 20 (b) Representing that Defendant is HomeVestors;
- 21 (c) Using any of the UGLY HOUSES MARKS, including the Accused
22 Marks, or any confusingly similar variation thereof, alone or in
23 combination with other words, as a trademark, service mark, corporate
24 name, trade name, name component, domain name or domain name
25 component, or to otherwise market, advertise, or identify Defendant's
26 services; and
- 27 (d) Otherwise competing unfairly with HomeVestors or injuring its business
28 reputation in any manner.

55. For these actions, there is no adequate remedy at law. Further, HomeVestors is substantially likely to prevail on the merits of these claims. The injury to HomeVestors greatly outweighs any injury to Defendant that the requested injunction may cause. The balance of hardships tips strongly in favor of HomeVestors. Finally, the injunction will not disserve the public interest. Therefore, in addition to money damages, HomeVestors is also entitled to permanent injunctive relief against Defendant.

VIII. PRAYER FOR RELIEF

WHEREFORE, HomeVestors respectfully prays that the Court enter judgment in its favor on each and every claim for relief set forth above and award it relief against Defendant including, but not limited to:

- (1) Actual and treble damages;
- (2) In accordance with 15 U.S.C. § 1116, issue a permanent injunction enjoining Defendant and Defendant's officers, agents, servants, employees, franchisees, if any, and attorneys, and all persons in active concert or participation with Defendant from the acts described in this Complaint;
- (3) Order Defendant and Defendant's officers, agents, servants, employees, franchisees, if any, and attorneys, and all persons in active concert or participation with Defendant to identify all third parties to whom Defendant has represented an ownership, affiliation, association, or sponsorship with the UGLY HOUSES MARKS and to whom Defendant has distributed any type of materials incorporating the UGLY HOUSES MARKS;
- (4) Order Defendant and Defendant's officers, agents, servants, employees, franchisees, if any, and attorneys, and all persons in active concert or participation with Defendant to identify all other websites containing the UGLY HOUSES MARKS;
- (5) Order Defendant to provide an accounting of all sales, revenues, and profits related to Defendant's services that infringe the UGLY HOUSES MARKS and that are falsely designated as being sponsored by, approved

by, affiliated with, or associated with HomeVestors;

- (6) In accordance with 15 U.S.C. § 1118, order all materials in Defendant's possession or control bearing the UGLY HOUSES MARKS be surrendered for destruction;
- (7) In accordance with 15 U.S.C. §§ 1117(a), award HomeVestors all of Defendant's profits from the aforesaid acts of trademark infringement, and unfair competition;
- (8) In accordance with 15 U.S.C. § 1117(a), find this case to be exceptional in HomeVestors' favor and award HomeVestors its reasonable attorney's fees, costs, and expenses of this action;
- (9) Award HomeVestors its attorneys' fees in accordance with A.R.S. § 12-341.01;
- (10) Award HomeVestors its costs and pre-judgment and post-judgment interest at the maximum allowable interest rate; and
- (11) Grant HomeVestors such other relief, at law or in equity, to which it is justly entitled.

RESPECTFULLY SUBMITTED this 8th day of June, 2018.

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP

By: /s/ Taylor H. Allin, Esq.

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