

CV-08 3590

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
SUCCESSFUL STRATEGIES INTERNATIONAL, INC.

Plaintiff,

-against-

STEPHEN J. MALONEY MANAGEMENT
APPLICATIONS, INC., STEPHEN J. MALONEY,
and UNITED TECHNOLOGIES CORPORATION,

Defendants.
-----X

08-cv-_____

SPATT, J.

LINDSAY, M.

COMPLAINT

FILED

Jury Demanded IN CLERK'S OFFICE
DISTRICT COURT E.D.N.Y.

(SI)

★ SEP 03 2008 ★

LONG ISLAND OFFICE

Plaintiff SUCCESSFUL STRATEGIES INTERNATIONAL, INC., by and through its attorneys, The Law Office of Steven A. Morelli, P.C., complaining of Defendants herein, alleges, upon knowledge as to itself and its own actions, and upon information and belief as to all other matters:

PRELIMINARY STATEMENT

1. This action arises out of the deceitful and unlawful activities perpetrated by Defendants, Stephen Maloney, a disgruntled ex-employee, his separate company, Stephen J. Maloney Management Applications, Inc., and United Technologies Corporation, against Plaintiff SSI.
2. Maloney was employed by SSI for about four years. He was instructed to develop training materials for SSI's services, and he taught PMP certification courses.
3. After two years of being employed by SSI, Maloney's job performance began to decline significantly. He got into an altercation with a student, maintained an unprofessional appearance and did not sufficiently deliver classes in a satisfactory

manner. Furthermore, his poor and slow work performance along with his failure to submit billing and expense reports necessitated his removal from several accounts. SSI sent Maloney a letter warning him of such unprofessional behavior on July 27, 2007.

4. When it became evident that Maloney was at risk of losing his job, he began to threaten SSI that he would no longer develop materials nor perform other services unless he was paid up front.
5. SSI had no choice but to terminate Maloney for his conduct. However, SSI did not act fast enough. The day prior to Maloney's termination, he stole \$7,000.00 from SSI by issuing and cashing a check from SSI's business account without the consent or authorization from SSI.
6. This was not the first time in which Maloney stole money from SSI. SSI soon discovered that throughout the course of his employment, Maloney would schedule business trips and use SSI's traveling and telephone expense accounts to travel to places that SSI did not have any business scheduled.
7. After Maloney was terminated, it was also revealed that throughout his employment, not only did Maloney steal money from SSI, he also stole its clients, interfered with already existing contracts, used SSI's trade name and copyrighted training materials in connection with his own business, and damaged the goodwill and reputation of SSI, something which has taken years to develop through the hard work of SSI's President and its employees.
8. SSI now brings this action pursuant to federal and New York law to redress the multitude of misconduct committed by Maloney, SJMAPP and UTC, including

copyright infringement and contributory copyright infringement, violation of the Lanham Act, trademark or trade name infringement, dilution, unfair competition by use of service mark, copyrighted materials, misrepresentation, and misappropriation, deceptive acts and practices, breach of fiduciary duty and duty of loyalty, tortious interference with contracts, prospective advantage and pre-contractual relations, unjust enrichment, conversion, and extortion.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338 & 1367.
10. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391.

PARTIES

11. Plaintiff SUCCESSFUL STRATEGIES INTERNATIONAL, INC. (SSI), at all times hereinafter mentioned, was and still is a domestic corporation incorporated under the laws of the State of New York, with its principle place of business located at 40 Soundview Drive, Port Jefferson, New York, 11777.
12. SSI provides leadership training and consulting to businesses throughout the world including project management professional (PMP) preparation training. This training allows project managers to receive PMP certification.
13. Upon information and belief, Defendant STEPHEN J. MALONEY MANAGEMENT APPLICATIONS, INC. (SJMAPP), at all times hereinafter mentioned, was and still is a domestic corporation incorporated under the laws of

the State of New York, with its principle place of business located at 28 Casey Lane, Mt. Sinai, New York, 11766.

14. SJMAPP is a competitor of Plaintiff and engages in exactly the same services as SSI throughout the country.
15. Upon information and belief, Defendant STEPHEN J. MALONEY, at all times hereinafter mentioned, was and still is a resident and domiciliary of the County of Suffolk and State of New York, residing at 28 Casey Lane, Mt. Sinai, New York, 11766, as well as an officer and/or director of SJMAPP. Maloney is also a former independent contractor of Plaintiff SSI.
16. Upon information and belief, Defendant UNITED TECHNOLOGIES CORPORATION (UTC), at all times hereinafter mentioned, was and still is a foreign corporation authorized to do business in the State of New York, with its principal place of business located in Hartford, Connecticut. UTC hired SJMAPP and Maloney to train and prepare its employees to take the PMP Exam to receive the PMP certification.

ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF

17. On or about June 15, 2004, SSI was formed and incorporated under the laws of the State of New York. It provides a variety of training and consulting services to other businesses throughout the world.
18. Specifically, through SSI's services, hiring companies' project managers can achieve PMP certification through the Project Management Institute (PMI). This certification credential provides employees with distinction and recognition

among other project management practitioners, and is required to perform certain work for the United States government.

19. Upon information and belief, UTC is a contractor who performs work for the United States government.
20. SSI offers its clients a preparation course for the PMP Exam, a PMP certification course, and is a PMI Registered Education Provider (REP) vested with the authority to issue Professional Development Units (PDU) which are needed to retain an active certification status.
21. In or about November 2004, Maloney was hired by SSI as a 1099 contractor to be a part-time trainer to SSI's clients.
22. As a condition of his employment, Maloney was required to maintain PMP certification and ensure that its status remained active.
23. Prior to being hired by SSI, and since on or about October 2004, Maloney had been operating his own project management business, SJMAPP. SJMAPP is a competitor of SSI in that it offers exactly the same services as SSI.
24. Throughout 2006, and continuing to February 2008, Maloney's work performance at SSI declined sharply. He was not working on the accounts he was given, and was not following through with other duties and responsibilities of an SSI employee.
25. Maloney did not perform work in a timely fashion for some of SSI's biggest clients including Johnson & Johnson, Ingram-Micro and L-3 Link. Additionally, Maloney's refusal to provide expenses and billing for these clients on a timely basis caused financial harm and embarrassment to the company.

26. Maloney was also disciplined for student verbal abuse, maintaining an unprofessional appearance, and giving a poor delivery to Johnson & Johnson. It was this incident that eventually necessitated his removal from that client's account.
27. In May, 2007 Maloney also insulted L-3 Com West clients in Salt Lake City by using profane language. As a direct result, as later reported by the client, L-3 Com West chose not to continue using SSI because of Maloney's disrespectful and unprofessional behavior.
28. Upon information and belief, since Maloney knew that L-3 Communications was potentially SSI's most lucrative account, he began threatening that he would no longer develop training materials for other clients' accounts unless he received compensation up front for his work.
29. On or about July 27, 2007, SSI sent a letter to Maloney warning him of his poor performance. At that time, SSI also became aware that Maloney was no longer a certified project manager and warned him that he must re-certify if he wanted to continue to work for SSI. Upon information and belief, Maloney's PMP certification had lapsed two years prior to this discovery.
30. On February 7, 2008, SSI formally terminated Maloney as an independent contractor of SSI due to his behavior during the previous fourteen months.
31. On or about March 10, 2008, it came to SSI's attention that SJMAPP and Maloney portrayed SSI as the project management vendor for UTC.
32. Upon information and belief, on or about January 7, 2008 until March 4, 2008, SJMAPP or Maloney were contracted by UTC to teach a PMP Certification

Preparation course to its project managers. The course ran two days or more per month, and UTC employees were required to attend all six sessions in order to receive credit for completing the course.

33. Upon information and belief, Maloney misrepresented to his class that SSI was a parent company of SJMAPP, and if they had any project management certification issues they should contact SSI's hotline. Furthermore, Maloney told students that in order to get credit for the class they could obtain a certification from SSI or by using SSI'S PMI Registered Education Provider Number.
34. Maloney's representations were completely false. SSI did not administer this class, nor is it a parent company of SJMAPP. Furthermore, SSI never had a contract with UTC and never received any compensation for the training sessions performed by Maloney and SJMAPP. SSI never agreed expressly or implicitly to certify students to PMI that were taught by Maloney or SJMAPP, nor did it agree to have its PMI Registered Education Provider Number used by Maloney, SJMAPP, UTC, or UTC's employees.
35. In addition, not only did Maloney misrepresent that SSI was the vendor for the course and that SSI was a parent company of SJMAPP, but he also used SSI's copyrighted training materials to teach the class. These materials were certified by PMI for the PMP session only for SSI clients, not for UTC or Defendants' private customers. At no time did SSI authorize Defendants to use such copyrighted materials.
36. Upon information and belief, this is not the first or the last time in which Maloney has used SSI's PMI certified materials. Upon information and belief, Maloney

- has been using such copyrighted materials for business done under SJMAPP since 2005, and continuing through the present without SSI's knowledge and/ or permission.
37. On or about February 6, 2008, SSI discovered that Maloney signed a check made payable to cash for the amount of \$7,000.00 from SSI's business account, and subsequently cashed the check himself. Defendant wrote and cashed this check without the knowledge and/or consent of Plaintiff, nor did Maloney have authority to issue checks on SSI's accounts.
 38. In addition, upon information and belief, Maloney, throughout his employment with SSI, used SSI's travel and phone expense accounts to travel to cities in which SSI had no training scheduled in order to conduct his own personal business or the business of SJMAPP. Maloney engaged in such conduct without the knowledge and/or consent of SSI.
 39. Upon information and belief, Maloney, in his capacity as an officer or director of SJMAPP, has provided services to American Electric Power, New York Power Authority and Cubic Defense Systems, all of which were SSI's clients at the time.
 40. Upon information and belief, SJMAPP stole these clients from SSI after the goodwill to create and obtain those accounts was provided by SSI and its employees.
 41. On or about January 31, 2008, Maloney revised SSI's proposal with L-3 Link by cutting over \$10,000.00 from SSI's original proposal. Maloney acted without the knowledge and/or consent of SSI, and as a result, caused Plaintiff financial harm.

42. As a result of the foregoing, SSI has been damaged in an amount that cannot be determined at this time, but is believed to be no less than \$1,000,000.00 (One Million Dollars). In addition, SSI has had to expend considerable amounts of money on attorneys' fees and other matters in order to investigate and prosecute this action.

CLAIMS FOR RELIEF

Copyright Infringement

43. SSI is the exclusive owner of a copyright under 17 U.S.C. § 106 in the materials it produced for the sole purpose of administering its PMP training courses to its clients. SSI's federal copyright number is TX 0006174927.
44. SJMAPP and Maloney reproduced such materials to teach a PMP training course to UTC's project managers. Furthermore, upon information and belief, these defendants have reproduced such copyright protected materials on numerous occasions and used such materials for these defendants' own benefit.
45. The reproduction of SSI's copyright protected training materials was and always has been without SSI's authorization.
46. UTC allowed Maloney and SJMAPP to use SSI's copyrighted materials to teach the PMP training course or knowingly induced, caused, and/or materially contributed to the copyright infringing conduct of Maloney and SJMAPP in violation of the law.
47. Defendants' actions are in violation of 17 U.S.C. § 101 *et seq.* and the common law of the United States and the State of New York.
48. SSI has been damaged, as set forth above, as a result of Defendants' acts.

Service Mark Infringement

49. SSI owns valid common law trademark, "SSI", which is entitled to protection under the Lanham Act. Additionally, SSI owns all right, title, and interest in and to the service mark since he starting using the mark in commerce on or about January 12, 2005.
50. As set forth above, SJMAPP and Maloney used in commerce the SSI name, word, term and symbol, and a false designation of origin, and a false or misleading description of fact, and a false or misleading representation of fact which was likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of SJMAPP and Maloney with SSI, or as to the origin, sponsorship or approval of SJMAPP and Maloney's services, or commercial activities of SSI.
51. As set forth above, SJMAPP and Maloney used in commerce the SSI name, word, term and symbol, and a false designation of origin, and a false or misleading description of fact, and a false or misleading representation of fact which was likely to mislead consumers about the nature, characteristics, and qualities of SSI products and services in the context of commercial promotion of their own products and services.
52. By reason of the foregoing, SJMAPP and Maloney are in violation of 15 U.S.C. § 1125.

53. SJMAPP and Maloney's statements have tarnished the basic integrity of SSI and its business and have maliciously implied that SSI's products are shoddy in their use and design.
54. In using SSI's service mark and/or trade name, SJMAPP and Maloney caused a likelihood of injury to SSI's business reputation and/or dilution of the distinctive quality of SSI's trade name.
55. These defendants diluted SSI's distinctive quality of its service mark and/or trade name by linking SSI to SJMAPP and/or Maloney in a manner that tarnishes the value or reputation of SSI's goods and/or services. As a result, the public will associate a lack of quality and prestige with SSI's services.
56. By reason of the foregoing, SJMAPP and Maloney's conduct is in violation of N.Y. Gen. Bus. Law §§ 360-1 & 360-k.
57. SSI has been damaged, as set forth above, as a result of SJMAPP and Maloney's acts.

Unfair Competition/Deceptive Acts or Practices

58. SSI has incurred extensive time, labor, skill and money in the creation of its reputation and goodwill and business, and SSI has become uniquely associated with the services it offers to businesses.
59. SJMAPP and Maloney misappropriated SSI's property, trade name, reputation and/or good will for the sole purpose of capitalizing unfairly on SSI's goodwill and reputation.
60. These defendants have also injured SSI by free-riding on the goodwill and reputation associated with the SSI service mark to promote its own products,

thereby gaining a special advantage in that competition because these defendants were burdened with little or none of the expense incurred by SSI.

61. These defendants' use of SSI's trade name, and the misappropriation of its reputation, goodwill and business of SSI interferes with SSI's control over its property.
62. These defendants' use of SSI's trade name interferes with SSI's right to reap the benefits of its efforts expended to develop its products, services, goodwill and reputation.
63. SJMAPP and Maloney used and palmed off SSI's property in such a manner as did and/or was and is likely to deceive the public into believing that the goods and services offered by these defendants are those of SSI.
64. SJMAPP and Maloney have marketed and continue to market that SSI is a parent company of SJMAPP and Maloney and continue to use SSI's copyright materials to perform its services and, in doing so, have deceived, misled and confused consumers and enabled these defendants to benefit from SSI's goodwill and reputation.
65. These defendants have engaged in unfair competition by using in commerce words, terms, names, or devices, or a combination thereof, and false designation of origins, false or misleading descriptions of fact, and false or misleading representation of facts, which are likely to cause and/or did cause confusion, or cause mistake, or to deceive as to the affiliation, connection, or association of these defendants with SSI, or as to the origin, sponsorship, or approval of these defendants' goods, services or commercial activities by these defendants, and

have in commercial advertising or promotion, misrepresented the nature, characteristics, qualities, or geographic origin of these defendants' goods, services, or commercial activities.

66. SJMAPP and Maloney, in bad faith, misappropriated the skills, expenditures, and labor of SSI when they (1) used SSI's copyrighted materials to their own benefit, and (2) stated that SSI was a parent company of SJMAPP and/or Maloney.
67. N.Y. Gen. Bus. Law § 349 (a) provides that "Deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state are hereby declared unlawful."
68. N.Y. Gen. Bus. Law § 349 (h) provides a private right of action to enforce the provisions of N.Y. Gen. Bus. Law § 349.
69. As detailed above, SJMAPP and Maloney's false and misleading representations of fact and conduct have deceived or misled, or have a tendency to deceive or mislead, a substantial and appreciable segment of consumers.
70. Upon information and belief, these defendants' false and misleading representations of fact and conduct have influenced businesses to utilize these defendants' services instead of SSI's or are likely to influence the purchase of these defendants' services to the exclusion of SSI.
71. These defendants' acts have been malicious and calculated to injure SSI and have caused SSI commercial damage.
72. SSI has been damaged, as set forth above, as a result of SJMAPP and Maloney's acts.

Breach of Fiduciary Duty and Duties of Good Faith, Loyalty, Trust and Confidence

73. As a former SSI contracted employee, Maloney owed SSI the highest of fiduciary duties, including a duty of good faith and fair dealing, a duty of loyalty, and a duty of care arising out of the relationship with SSI under the circumstances alleged herein.
74. In contravention of the duties Maloney owed to SSI, Maloney acted in bad faith, against the best interests of SSI, was disloyal, made unreasonable decisions on behalf of SSI in order to benefit his own interests, and acted in a manner contrary to the interests of SSI in the following ways: (a) Maloney failed to fulfill his duties and responsibilities as a SSI employee; (b) Maloney refused to provide expenses and billing for his services provided to SSI's clients; (c) Maloney threatened that he would no longer develop training materials for SSI's clients unless he received compensation up front for his work; (d) Maloney represented that SSI was the vendor for the training course he taught at UTC where SSI had no contract with UTC and received no compensation for such services; (e) Maloney used SSI's copyrighted training materials to teach PMP training courses without SSI's permission; (f) Maloney allowed his PMP certification to lapse two years prior to discovery; (g) Maloney withdrew \$7,000.00 from SSI's business account without SSI's permission; (h) Maloney used SSI's travel and phone accounts to travel to cities in which SSI had no business scheduled in order to conduct his own business; (i) Maloney stole some of SSI's largest clients to procure business for his own company SJMAPP; and, (j) Maloney revised SSI's

proposal with one of SSI's largest clients without the knowledge and/or consent of SSI.

75. SSI has been damaged, as set forth above, as a result of Maloney's acts.

Tortious Interference with Contract and Pre-Contractual Relations

76. SSI had a contract to perform services for American Electric Power and Cubic Defense Systems, and SJMAPP and Maloney knew of such contract as he had performed the services for such businesses as an employee of SSI.

77. SJMAPP and Maloney induced American Electric Power and Cubic Defense Systems to cancel their contract with SSI and to hire SJMAPP and Maloney to perform the exact same services as SSI had been performing.

78. SJMAPP and Maloney were the substantial factors in causing the cancellation of these contracts, and as a result SSI suffered damage, as it had lost two of its largest clients.

79. In addition, in or about December 2007 or January 2008, SSI was in the midst of negotiating a contract with L-3 Link to provide PMP training to its employees.

80. This contract would have been entered into for \$100,000.00.

81. However, SJMAPP and Maloney, without the knowledge and/or consent of SSI, cut over \$10,000.00 from the proposal. Maloney acted with the sole purpose to damage SSI, and his actions were dishonest, unfair and/or otherwise improper.

82. SSI has been damaged, as set forth above, as a result of SJMAPP and Maloney's acts.

Tortious Interference with Prospective Economic Advantage

83. SJMAPP and Maloney intentionally, knowingly, and by wrongful means prevented American Electric Power and Cubic Defense Systems and, upon information and belief, other businesses from entering into contracts with SSI.
84. Such contracts would have been entered into except for the intentional interference of SJMAPP and Maloney with the proposed contracts.
85. SSI has been damaged, as set forth above, as a result of SJMAPP and Maloney's acts.

Conversion

86. Maloney, without authority, intentionally exercised control over SSI's property and interfered with SSI's right of possession to its property in the following ways: (a) using SSI's trade name, goodwill and reputation to procure a contract with UTC and receiving compensation for services; (b) using SSI's copyrighted materials to perform services for UTC as well as other businesses and receiving compensation for such use; and, (c) issuing and cashing a check made payable to cash in the amount of \$7,000.00 from SSI's business account without the knowledge and/or consent of SSI.
87. Maloney's actions were malicious and calculated to injure SSI.
88. SSI has been damaged, as set forth above, as a result of SJMAPP and Maloney's acts.

Extortion

89. Maloney compelled and/or induced SSI to continue to compensate Maloney for his services despite his decline in job performance by threatening that he would

no longer develop training materials and perform other services for other clients unless he received his compensation up front.

90. This threatening behavior instilled fear in SSI because if SSI did not compensate Maloney up front, Maloney threatened to cause damage to SSI's property and engage in acts calculated to harm SSI with respect to its business, financial condition, goodwill and reputation.

91. SSI has been damaged, as set forth above, as a result of Maloney's acts.

Accounting

92. As a result of the foregoing, SSI is entitled to an accounting from SJMAPP and Maloney of all revenues and profits they earned as a result of their unlawful acts, including an accounting of all revenues and profits they received from UTC, New York Power Authority, L-3 Link, Cubic Defense Systems, American Electric Power, and of all business and travel expenses accrued by Maloney during the course of his employment with SSI.

93. As a result of the foregoing, SSI is entitled to an accounting from UTC of any and all monies paid to SJMAPP and Maloney, and any and all monies due and owing to SJMAPP and Maloney.

Unjust Enrichment/Constructive Trust

94. SJMAPP and Maloney have been unjustly enriched in the following ways: (a) receiving business from SSI's clients through tortious interference with their contracts with SSI; (b) receiving business from SSI's clients through tortious interference with pre-contractual relations; (c) Maloney has been compensated as an employee of the SSI despite his declining job performance, not following

through with duties and responsibilities of a SSI employee, not performing his work in a timely fashion, threatening that we would no longer develop training materials for SSI's clients, allowing his PMP certification to lapse; (d) using SSI's trade name, goodwill and reputation to procure a contract with UTC and receiving compensation for services performed none of which was received by SSI; (e) using SSI's copyrighted materials to perform services for UTC as well as other businesses and receiving compensation for such use, none of which was received by SSI; and, (f) issuing and cashing a check made payable to cash in the amount of \$7,000.00 from SSI's business account without the knowledge and/or consent of SSI.

95. SJMAPP and Maloney benefited from such receipt of the aforementioned money, property and/or services.
96. Under the principles of equity and good conscience, since SJMAPP and Maloney were unjustly enriched to the detriment of SSI, Defendant should not be permitted to retain the money and/or property it unjustly earned, and a constructive trust should be imposed on all monies wrongfully obtained by SJMAPP and Maloney.
97. As a result of the foregoing, SSI is entitled to have a constructive trust imposed on all revenues and profits SJMAPP and Maloney earned as a result of their unlawful acts, including all revenues and profits they received from UTC, L-3 Link, Cubic Defense Systems, American Electric Power, and all business yet unknown to SSI.
98. As a result of the foregoing, SSI is entitled to have a constructive trust imposed on any and all monies owed to SJMAPP and Maloney by UTC.

WHEREFORE, Plaintiff demands judgment against the Defendants and in its favor as follows:

- A. An order permanently enjoining Defendant and its agents, servants, employees, attorneys, successors, and assigns, and all others in active concert of participation with them, from the following:
 - a. reproducing and/or inducing causing, and/or materially contributing to the reproduction of Plaintiff's copyrighted materials;
 - b. publishing false and/or misleading descriptions and/or representations of fact about Defendants' connection with Plaintiff's services;
 - c. using Plaintiff's trade name for the purposes of Defendants' monetary gain;
 - d. directly or indirectly misrepresenting and/or palming off of Plaintiff's property and trade name;
 - e. using Plaintiff's PMI Registered Provider number to certify Project Managers at UTC, American Electric Power, Cubic Defense Systems, New York Power Authority, or any other corporation;
 - f. misappropriating Plaintiff's property for the sole purpose of capitalizing unfairly on Plaintiff's good will and reputation; and
 - g. Engaging in deceptive acts or practices in the conduct of its business.
- B. An order requiring and directing Defendants to account for all sums of money, and all benefits received by them, or by their nominees, by way of profit or dividend or in any other manner whatsoever by reason of:

- a. Falsely using Plaintiff's trade name in connection with Defendants' services and/or business;
 - b. Reproducing, utilizing, distributing Plaintiff's copyrighted materials;
 - c. Interfering or causing the cancellation of multiple contracts between Plaintiff and other companies; and
 - d. Interfering with prospective advantage of Plaintiff's business.
- C. Granting extraordinary equitable and/or injunctive relief as permitted by law, equity or the statutory provisions set forth above, including attaching, impounding or imposing a constructive trust upon Defendants' proceeds received or owed as a result of the aforementioned.
- D. An order requiring Defendant to pay actual, statutory, liquidated and consequential damages as a result of the aforementioned misconduct.
- E. Awarding punitive damages against the Defendant as a result of the aforementioned misconduct in an amount sufficient to deter Defendants from other and similar future conduct;
- F. An order requiring Defendant to pay Plaintiff all of its reasonable attorneys' fees, costs and expenses.
- G. A declaration that Defendant's misconduct constitutes unfair competition and deceptive trade practices in violation of the Lanham Act and New York General Business Law as herein pleaded;
- H. Granting Plaintiff such other and further relief that to the Court seems just and proper.

FURTHER, Plaintiff demands a trial by jury.

Dated: Carle Place, New York
July 31, 2008

Respectfully submitted,

THE LAW OFFICE OF
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