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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91214407
Party	Plaintiff Innovative Staffing, Inc.
Correspondence Address	CASEY W JONES STRONG & HANNI 102 S 200 E, STE 800 SALT LAKE CITY, UT 84111 UNITED STATES cjones@strongandhanni.com, awright@strongandhanni.com
Submission	Opposition/Response to Motion
Filer's Name	Casey W. Jones
Filer's e-mail	cjones@strongandhanni.com
Signature	/Casey W. Jones/
Date	11/28/2014
Attachments	Exhibits A-O.pdf(4379045 bytes) Exhibits P-T.pdf(2267875 bytes)

EXHIBIT A

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Application Serial No.: 85642675
For the Trademark: ISHR
Published in the *Official Gazette* on January 7, 2014

Innovative Staffing, Inc., a Utah Corporation,

Opposer,

vs.

ISHR, LLC., a Utah Limited Liability
Company,

Applicant.

Proceeding No.: 91214407

APPLICANT ISHR, LLC'S RESPONSES TO FIRST SET OF INTERROGATORIES

Pursuant to FRCP 33, Applicant ISHR, LLC ("ISHR") responds to Innovative Staffing, Inc.'s first set of requests for interrogatories as follows:

PRELIMINARY STATEMENT

These responses are made solely for the purpose of, and in relation to, this action. Each response is given subject to all appropriate objections (including, but not limited to, objections as to confidence, relevance, materiality, propriety, and admissibility) which would require the exclusion of any statement contained herein if the Interrogatory were asked of, or any statement contained herein were made by, a witness present and testifying in court. All such objections and grounds therefore are reserved and may be interposed at the time of trial.

It should be noted that this responding party has not fully completed its investigation of the facts relating to this case, has not fully completed its discovery and has not completed its preparation for trial. The following responses are given without prejudice to responding party's right to produce evidence of any subsequently discovered fact or facts which this responding party may later recall.

Responding party accordingly reserves the right to change any and all responses herein as additional facts are ascertained, analysis and contentions are made and legal research is completed. The responses contained herein are made in a good faith effort to supply as much factual information and as much specification of legal contentions are as presently known, but should in no way be to the prejudice of responding party in relation to further discovery, research or analysis.

INTERROGATORIES

INTERROGATORY NO. 1: Identify the exact date of Applicant's first use or intended first use of Trademark Application Serial No. 85642675 ("ISHR Mark") published in the Official Gazette on January 7, 2014 for the services identified as "Administration of business payroll for others; Business management consultation and services, namely, managing and administrating non-core functions, namely, mailing and shipping, records management, information services, administration, payroll and accounting, and telemarketing services; Human resource analysis and consulting services; Human resources management; Payroll administration and management services; Payroll preparation; Payroll processing services; Wage payroll preparation." If you claim the benefit of any use of the ISHR Mark by a predecessor in title, identify the predecessor in title and describe in detail the nature and extent of the predecessor's use of the ISHR Mark.

INTERROGATORY NO. 1 REPOSE:

Without waiving any objections, Applicant believes the first use or intended first use of ISHR was in or around September/October 2007. The mark was registered with the Utah Secretary of State on October 1, 2007 and, as such, intended first use likely precedes said date, although the exact date, at this time, is unknown. Discovery is continuing and Applicant reserves the right to supplement its responses as additional information becomes available.

INTERROGATORY NO. 2: For each service identified in Trademark Application Serial No. 85642675, provide the date said service was first provided, the last day it was provided, and if sales ceased for more than a thirty (30) day period and then resumed, the dates when the sales of said product ceased and then resumed.

INTERROGATORY NO. 2 RESPONSE:

Without waiving any objections, all services were first provided at the start of Applicant's business, which is in or around October 1, 2007 and continue to the present day. Discovery is continuing and Applicant reserves the right to supplement this response should additional information become available.

INTERROGATORY NO. 3: Explain in detail the basis for your 2nd Affirmative Defense to Innovative's Amended Notice of Opposition that "Applicant's use of its mark will not mistakenly [sic] thought by the public to derive from the same source as Opposer's goods, nor will such use be thought by the public to be a use by Opposer or with Opposer's authorization or approval."

INTERROGATORY NO. 3 RESPONSE:

Objection: this interrogatory prematurely seeks Applicant's contentions regarding the allegations set forth in Applicant's Amended Notice of Opposition. Such contention interrogatories, if proper at all, should be answered after the completion of discovery rather than during these early stages of the proceedings. See *In Re Convergent Technologies Securities Litigation*, 108 F.R.D. 328, 334 (N.D. Cal. 1985). Such is especially true in cases where the Opposer has access to most of the evidence, such as the present matter. Further, this request has, in substance, been previously propounded. See Request No. 2 and 23 of Opposer's Request for Production of Documents.

Without waiving and subject to said objection, Applicant responds as follows: see Response to Request No. 23 of Opposer's Request for Production of Documents. Discovery is continuing and Applicant reserves the right to supplement this response should additional information become available.

INTERROGATORY NO. 4: Explain in detail the basis for your 3rd Affirmative Defense to Innovative's Amended Notice of Opposition that "Applicant's mark in its entirety is sufficiently distinctively different from Opposer's mark to avoid confusion, deception or mistake as to the source of sponsorship or association of Applicant's goods and/or services."

INTERROGATORY NO. 4 RESPONSE:

Objection: this interrogatory prematurely seeks Applicant's contentions regarding the allegations set forth in Applicant's Amended Notice of Opposition. Such contention interrogatories, if proper at all, should be answered after the completion of discovery rather than during these early stages of the proceedings. See *In Re Convergent Technologies Securities Litigation*, 108 F.R.D. 328, 334 (N.D. Cal. 1985). Such is especially true in cases where the Opposer has access to most of the evidence, such as the present matter. Further, this request has, in substance, been previously propounded. See Request No. 2 and 24 of Opposer's Request for Production of Documents.

Without waiving and subject to said objection, Applicant responds as follows: see Response to Request No. 24 of Opposer's Request for Production of Documents. Discovery is continuing and Applicant reserves the right to supplement this response should additional information become available.

INTERROGATORY NO. 5: Explain in detail the basis for your 13th Affirmative Defense to Innovative's Amended Notice of Opposition that "As a result of Applicant's

continuous use of the mark since the time of Applicant's adoption thereof, the Mark has developed significant goodwill among the consuming public and consumer acceptance of the services offered by Applicant in conjunction with the Mark. Such goodwill and widespread usage has caused the Mark to acquire distinctiveness with respect to Applicant, and caused the Mark to become a valuable asset to Applicant."

INTERROGATORY NO. 5 RESPONSE:

Objection: this interrogatory prematurely seeks Applicant's contentions regarding the allegations set forth in Applicant's Amended Notice of Opposition. Such contention interrogatories, if proper at all, should be answered after the completion of discovery rather than during these early stages of the proceedings. *See In Re Convergent Technologies Securities Litigation*, 108 F.R.D. 328, 334 (N.D. Cal. 1985). Such is especially true in cases where the Opposer has access to most of the evidence, such as the present matter. Further, this request has, in substance, been previously propounded. See Request No. 2 and 34 of Opposer's Request for Production of Documents.

Without waiving and subject to said objection, Applicant responds as follows: see Response to Request No. 34 of Opposer's Request for Production of Documents. Discovery is continuing and Applicant reserves the right to supplement this response should additional information become available.

INTERROGATORY NO. 6: Explain in detail all of the facts that support your statement in your 14th Affirmative Defense to Innovative's Amended Notice of Opposition that "Applicant has been using the Mark and developing consumer recognition and goodwill therein since at least October 1, 2007..."

INTERROGATORY NO. 6 RESPONSE:

Objection: this interrogatory prematurely seeks Applicant's contentions regarding the allegations set forth in Applicant's Amended Notice of Opposition. Such contention interrogatories, if proper at all, should be answered after the completion of discovery rather than during these early stages of the proceedings. *See In Re Convergent Technologies Securities Litigation*, 108 F.R.D. 328, 334 (N.D. Cal. 1985). Such is especially true in cases where the Opposer has access to most of the evidence, such as the present matter. Further, this request has, in substance, been previously propounded. See Request No. 2 and 35 of Opposer's Request for Production of Documents.

Without waiving and subject to said objection, Applicant responds as follows: see Response to Request No. 35 of Opposer's Request for Production of Documents. Discovery is continuing and Applicant reserves the right to supplement this response should additional information become available.

INTERROGATORY NO. 7: Explain in detail the basis for your claim in Paragraph 2 of your Counterclaim against Innovative that "Opposer's application misrepresents [sic] 'the mark was first used by the applicant or the applicant's related company or licensee predecessor in interest at least as early as 12/28/1999, and first used in commerce at least as early as 12/28/1999, and is now in use in such commerce.'"

INTERROGATORY NO. 7 RESPONSE:

Objection: this interrogatory prematurely seeks Applicant's contentions regarding the allegations set forth in Applicant's Amended Notice of Opposition. Such contention interrogatories, if proper at all, should be answered after the completion of discovery rather than during these early stages of the proceedings. *See In Re Convergent Technologies Securities*

Litigation, 108 F.R.D. 328, 334 (N.D. Cal. 1985). Such is especially true in cases where the Opposer has access to most of the evidence, such as the present matter.

Without waiving and subject to said objection, Applicant responds as follows: the allegations set forth in Paragraph 2 of Applicant's Counterclaim are based upon information Applicant obtained from various sources showing that Opposer did not begin using the acronym "ISlhr" until 2012. Previously, Opposer had used the name "Innovative Staffing, Inc." or "ISI" in all of its advertisements, products, and internal documents. In fact, Opposer publicly announced its name change in 2012 on Facebook and its own newsletter. Discovery is continuing and Applicant reserves the right to supplement this response should additional information become available.

INTERROGATORY NO. 8: Explain in detail the basis for your claim in Paragraph 3 of your Counterclaim against Innovative that "Opposer began publicly using the mark in or around January 30, 2012 to advertise their goods and/or services."

INTERROGATORY NO. 8 RESPONSE:

Objection: this interrogatory prematurely seeks Applicant's contentions regarding the allegations set forth in Applicant's Amended Notice of Opposition. Such contention interrogatories, if proper at all, should be answered after the completion of discovery rather than during these early stages of the proceedings. *See In Re Convergent Technologies Securities Litigation*, 108 F.R.D. 328, 334 (N.D. Cal. 1985). Such is especially true in cases where the Opposer has access to most of the evidence, such as the present matter. Further, this request has, in substance, been previously propounded. See Request No. 7 of Interrogatories.

Without waiving and subject to said objection, Applicant responds as follows: the allegations set forth in Paragraph 3 of Applicant's Counterclaim are based upon information

Applicant obtained from various sources showing that Opposer did not begin using the acronym “ISlhr” until 2012. Previously, Opposer had used the name “Innovative Staffing, Inc.” or “ISI” in all of its advertisements, products, and internal documents. In fact, Opposer publicly announced its name change in 2012 on Facebook and its own newsletter. Discovery is continuing and Applicant reserves the right to supplement this response should additional information become available.

INTERROGATORY NO. 9: Explain in detail the basis for your claim in Paragraph 8 of your Counterclaim against Innovative that “Applicant’s use of the Mark was prior in time to Opposer’s use and prior to Opposer’s trademark application which matured into Registration No. 8567199.”

INTERROGATORY NO. 9 RESPONSE:

Objection: this interrogatory prematurely seeks Applicant’s contentions regarding the allegations set forth in Applicant’s Amended Notice of Opposition. Such contention interrogatories, if proper at all, should be answered after the completion of discovery rather than during these early stages of the proceedings. *See In Re Convergent Technologies Securities Litigation*, 108 F.R.D. 328, 334 (N.D. Cal. 1985). Such is especially true in cases where the Opposer has access to most of the evidence, such as the present matter.

Without waiving and subject to said objection, Applicant responds as follows: Applicant began using ISHR registered and began using ISHR roughly around September/October 2007, which is prior in time to Opposer’s use of the ISlhr mark in 2012. Discovery is continuing and Applicant reserves the right to supplement its responses as more information becomes available.

INTERROGATORY NO. 10: Explain in detail the basis for your claim in Paragraph 9 of your Counterclaim against Innovative that “Inability to cancel the registration in whole or in part will result in damage and unfairness on behalf of Applicant. . .”

INTERROGATORY NO. 10 RESPONSE:

Objection: this interrogatory prematurely seeks Applicant’s contentions regarding the allegations set forth in Applicant’s Amended Notice of Opposition. Such contention interrogatories, if proper at all, should be answered after the completion of discovery rather than during these early stages of the proceedings. *See In Re Convergent Technologies Securities Litigation*, 108 F.R.D. 328, 334 (N.D. Cal. 1985). Such is especially true in cases where the Opposer has access to most of the evidence, such as the present matter.

Without waiving and subject to said objection, Applicant responds as follows: it is well-known that unfair competition will result in damage. Opposer’s continued use of the mark ISlhr constitutes unfair competition and dilution of Applicant’s mark, resulting in damages. Discovery is continuing and Applicant reserves the right to supplement its responses as more information becomes available.

INTERROGATORY NO. 11: Identify in detail all services and goods that you currently sell and/or market to consumers and the date in which you first provided said service or good.

INTERROGATORY NO. 11 RESPONSE:

Objection: this request has, in substance, been previously propounded. See Request No. 1 of Interrogatories. Further, the information sought in this request is already known and equally available to the propounding party who has already listed the services in Request No. 1 of Interrogatories.

Without waiving and subject to said objection, refer to Response No. 4, 5, 6, 7, 8 of Opposer's Request for Production of Documents. Further, refer to bates number ISHR000013. In essence, Applicant provides services in the following areas: payroll administration, such as direct deposits, live check or via paycard; accounting; new hire enrollment and termination; health, dental and vision insurance; compliance with garnishment requests; workers compensation, GL and E&O; providing safety programs and manuals; risk claims management; return to work programs; regulatory compliance; union compliance; human resource outsourcing; benefit plans and administrations; 401(k) pension plans along with 125C full flex cafeteria plans; employee handbooks; performance management plans; records management; COBRA and FMLA administration; unemployment claims management; leadership programs and training; staffing and recruiting; on-site personnel on an "as-needed" basis; OSHA logs. Discovery is continuing and Applicant reserves the right to supplement its responses as more information becomes available.

Dated this 29 day of July, 2014.

Respectfully submitted,

/Michael C. Van, Esq./
Michael C. Van, Esq.
SHUMWAY VAN & HANSEN
8985 S. Eastern Avenue, Suite 100
Las Vegas, Nevada 89123
(702) 478-7770
michael@shumwayvan.com

CERTIFICATE OF SERVICE

The undersigned certified that this submission (along with any paper referred to as being attached or enclosed) that on this 29 day of July, 2014 that the foregoing **APPLICANT ISHR, LLC'S RESPONSES TO FIRST SET OF INTERROGATORIES** was served via First Class Mail to the following:

Casey W. Jones, Esq.
STRONG & HANNI
102 South 200 East, Suite 800
Salt Lake City, Utah 84111
Counsel for Opposer Innovative Staffing, Inc.

/Michael C. Van/
An employee of Shumway Van & Hansen

EXHIBIT B

ISHR, LLC

Entity Number: 6768408-0160

Company Type: LLC - Domestic

Address: 6770 S 900 E #201 Midvale, UT 84047

State of Origin:

Registered Agent: SHUMWAY VAN & HANSEN, CHTD., LLC

Registered Agent Address:

8 E BROADWAY ST #550

Salt Lake City, UT 84111

Status: Active

Status: Active as of 10/01/2007

Renew By: 10/31/2015

Status Description: Good Standing

The "Good Standing" status represents that a renewal has been filed, within the most recent renewal period, with the Division of Corporations and Commercial Code.

Employment Verification: Not Registered with Verify Utah

History

Registration Date: 10/01/2007

Last Renewed: 09/30/2014

Additional Information

NAICS Code: 9999 **NAICS Title:** 9999-Nonclassifiable Establishment

Doing Business As

EMCOR HR

Former Business Names

INFINISOURCE, L.L.C.

Search by:

Business Name

Number

Executive Name

Search Hints

Name:

EXHIBIT C

RECEIVED

OCT 01 2007

Utah Div. Of Corp. & Comm. Code

ARTICLES OF ORGANIZATION

OF

INFINISOURCE, L. L. C.

JBB

The undersigned, acting pursuant to the Utah Limited Liability Company Act (the "Act"), adopts the following Articles of Organization for the purpose of organizing a Utah limited liability company (the "Company").

10-01-07P03:42 RCVD

- 1. **Name.** The Company's name is InfiniSource, L. L. C.
- 2. **Term.** The Company will continue until December 31, 2099, unless sooner dissolved by law or as provided in the Company's operating agreement.
- 3. **Purpose.** The Company's purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.
- 4. **Management.** The Company will be managed by a manager. The name and address of the Company's managers are:

Leo Howell
 1338 South Foothill Dr
 Number 333
 Salt Lake City, Utah 84108

Kimberly Bolinder
 1338 South Foothill Dr
 Number 333
 Salt Lake City, Utah 84108

5. **Registered Office, Registered Agent, Designated Office.** The Company's registered office in Utah is located at 1338 South Foothill Dr #333, Salt Lake City, Utah 84108, and its registered agent at that location is Leo Howell. The director of the division is appointed the agent of the company for service of process if the agent has resigned, the agent's authority has been revoked, or the agent cannot be found or served with the exercise of reasonable diligence. The company's registered office shall be its designated office.

Dated this 1st day of October, 2007

State of Utah
 Department of Commerce
 Division of Corporations and Commercial Code
 I hereby certified that the foregoing has been filed
 and approved on this 1st day of Oct, 2007
 in this office of this Division and hereby issue
 this Certificate thereof.

Leo Howell

 Leo Howell, Manager

Examiner RJ Date 10/2/07



Kathy Berg

 Kathy Berg
 Division Director

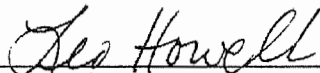
DATE: 10/01/2007
 Receipt Number: 2274335
 Amount Paid: \$104.00

6768408

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

Pursuant to the Utah Limited Liability Company Act, the undersigned hereby accepts appointment as registered agent of InfiniSource Insurance Group, L.L.C a Utah limited liability company.

Dated this 1st day of October, 2007



Leo Howell

EXHIBIT D

This form must be type written or computer generated.

Date: 01/26/2011
Receipt Number: 3492395
Amount Paid: \$37.00



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code
Articles of Amendment to Articles of Organization

AMENDMENT

RECEIVED
JAN 26 2011
Utah Div. of Corp. & Comm. Code

Non-Refundable Processing Fee: \$37.00

Pursuant to UCA § 48-2c-408, the individual named below causes this Amendment to the Articles of Organization to be delivered to the Utah Division of Corporations for filing, and states as follows:

File Number: 6768408-0160

The name of the limited liability company is: Infinisource, LLC

CLS

The Articles of Organization shall be amended as set forth herein (mark all that apply):

There is a change in the name of the limited liability company to:
ISHR, LLC.

The articles of organization are amended as follows:

A change of ownership structure or exchange/reclassification of interests:

01-26-11 11:25 RCVD

The amendment was adopted on JANUARY 01, 20 11 (must be within the last 60 days)

Each amendment was adopted by the members and any managers, as required by Section 48-2c-803 or 48-2c-204, or otherwise required by the articles or organization or operating agreement.

Delayed effective date (if not to be effective upon filing) _____ (not to exceed 90 days)

Under penalties of perjury, I declare that this Amendment of Articles of Organization has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

Name: KIM BOLINDER

Signed: [Signature]

Capacity: Member Manager

Dated: JANUARY 1, 2011

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing was been filed
and approved on this 26 day of Jan 20 11
in this office of this Division and hereby issued
This Certificate thereof.

Examiner: [Signature] Date: 2-8-11



[Signature]
Kathy Berg
Division Director

SIHR00237

EXHIBIT E

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Application Serial No.: 85642675

For the Trademark: ISHR

Published in the *Official Gazette* on January 7, 2014

Innovative Staffing, Inc., a Utah corporation,

Opposer,

v.

ISHR, LLC, a Utah limited liability company,

Applicant.

Proceeding No. 91214407

DECLARATION OF JOHN FARNSWORTH

I, John Farnsworth, declare as follows:

1. The facts set forth in this declaration are based on my own personal knowledge and could so testify if called upon to do so by the Court.
2. I am the co-founder of Innovative Staffing, Inc. and have been its President or Vice President since its incorporation.
3. My wife and I formed "Innovative Staffing, Inc." on December 17, 1999 by filing Articles of Incorporation with Utah Division of Corporations and Commercial Code.
4. I formed Innovative Staffing, Inc. for the purpose of operating a human resource management and payroll processing company.

5. Since forming Innovative Staffing, Inc. in December 1999, I have continuously used three names to identify its services with consumers: (1) Innovative Staffing, Inc.; (2) ISI; and (3) ISHR.

6. Since December 1999, Innovative Staffing, Inc. has provided many services to its clients, including, but not limited to, administration of business payroll; human resource analysis and consulting services; human resources management; payroll administration and management services; payroll preparation; payroll processing services and wage payroll preparation.

7. For more than 14 years, Innovative Staffing, Inc. has drawn upon the goodwill and public recognition of its ISHR and ISI marks by adopting and using these marks to signify its high quality service.

8. The ISHR and ISI marks have been conspicuously applied to Innovative Staffing Inc.'s services and said services so marked and identified have been extensively advertised, promoted and sold in interstate commerce in the United States.

9. By virtue of Innovative Staffing, Inc.'s extensive advertising, promotion, and sales of its services under its ISHR and ISI marks, the public and trade have come to rely upon Innovative Staffing, Inc.'s ISHR and ISI marks to identify Innovative Staffing, Inc.'s superior services and distinguish them from the services of others. The ISHR and ISI marks have come to represent extremely valuable goodwill belonging exclusively to Innovative Staffing, Inc.

10. I have had trouble locating company records more than 6 years old due to computer, network and server upgrades. Old records prior to the upgrades have been lost in the transition of new technology. However, I have found many documents that evidence Innovative Staffing, Inc.'s use of the ISHR and ISI marks prior to Applicant's use of the ISHR mark.

11. On or about May 24, 2002 Innovative Staffing, Inc. entered into a contract with a third party identifying itself as “ISI. *See* Contract attached hereto as Exhibit A. Since Innovative Staffing Inc.’s inception, it has been common to identify the company as ISI and/or ISHR.

12. Innovative Staffing, Inc. routinely published newsletters to its clients. The oldest newsletter that I have been able to locate is from Fall 2006. The newsletter clearly identifies Innovative Staffing, Inc. as ISI. *See* Fall 2006 Newsletter attached hereto as Exhibit B.

13. On January 5, 2007, Innovative Staffing, Inc. purchased the domain name for ISHR.com. *See* Whois Report attached hereto as Exhibit C. I caused Innovative Staffing, Inc. to purchase the domain name because we had been using the name since 1999 and planned to use it more heavily.

14. Innovative Staffing, Inc. routinely publishes case studies regarding its work with its clients. The oldest case study that we created was from December 11, 2008. On that date, Innovative Staffing, Inc. published a case study which clearly identifies itself as “ISHR.” *See* Case Study attached hereto as Exhibit D. Since 1999, customers identified Innovative Staffing, Inc. as ISHR and ISI, shortened versions of Innovative Staffing, Inc.

15. Innovative Staffing, Inc. has maintained registration of its ISHr and ISI marks in the United States Patent and Trademark Office for its services. Said ISHr and ISI registrations owned by Innovative Staffing, Inc. are:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ISHR	4,288,774	February 12, 2013
ISI	4,282,891	January 29, 2013

16. Said registrations are valid and are owned by Innovative Staffing, Inc. together with the business and goodwill connected therewith.

17. Innovative Staffing, Inc. has consistently used ISI and ISHR without interruption since 1999 as shortened versions of Innovative Staffing, Inc.

18. Innovative Staffing, Inc. is still operating under the entity named “Innovative Staffing” and goes by the names ISI and ISHR as evidenced by its website. *See* current website page attached hereto as Exhibit E.

19. Applicant ISHR, LLC’s (“Applicant”) services are marketed, advertised, promoted, and sold through identical or similar channels of trade, and ultimately to the same kinds of customers as Innovative Staffing, Inc.’s services are marketed, promoted, and sold under its ISHr and ISI marks.

20. Innovative Staffing, Inc. and Applicant are competitors in that they offer mostly identical services to similar customers and are physically located less than 8 miles (according to Mapquest.com) from each other.

21. Applicant’s designation ISHR is confusingly similar to the marks owned by Innovative Staffing, Inc., therefore, denying to Innovative Staffing, Inc. the benefits of its marks in excluding confusingly similar uses.

22. Thus, when applied to Applicant’s services, the designation ISHR is likely to cause confusion, to cause mistake, and to deceive consumers as to the origin, sponsorship and approval of Applicant’s services with consequent injury to Innovative Staffing, Inc., to the public and to the trade.

23. Innovative Staffing, Inc. originally operated its Facebook page under the name ISI, beginning in 2009.

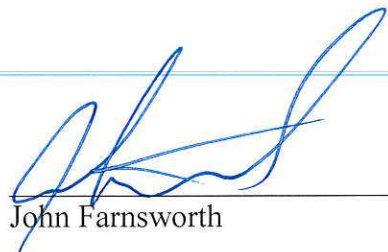
24. Innovative Staffing, Inc. eventually changed its Facebook page to ISHR and announced the change on its Facebook page. As evidenced by Innovative Staffing, Inc.’s website, Innovative Staffing, Inc. still uses ISHR and ISI in association with its services.

25. Innovative Staffing, Inc. did not change its name to ISIHR in 2012 as suggested by Applicant. As I mentioned above, Innovative Staffing, Inc. changed its Facebook page to ISIHR. Innovative Staffing, Inc. used ISHR prior to 2012 as discussed herein and still uses the mark to date, along with the marks ISI and Innovative Staffing.

26. In about 2002, I met with Applicant's co-owner, Rick Whatley, for lunch. At lunch, Mr. Whatley said that he wanted to partner with Innovative Staffing, Inc. I gave Mr. Whatley my business card which had the ISI mark on it.

27. I DECLARE UNDER CRIMINAL PENALTY OF THE STATE OF UTAH AND THE LAWS OF THE UNITED STATES THAT THE FOREGOING IS TRUE AND CORRECT.

Dated: November 24th, 2014



John Farnsworth



INNOVATIVE
STAFFING INC.

ISI of Utah CLIENT SERVICE AND
EMPLOYEE MANAGEMENT AGREEMENT

1099

This Service Agreement ("Agreement") is made and entered into this 24th day of may, 2002, by and between INNOVATIVE STAFFING OF UTAH, INC. (hereinafter "ISI") located at 859 West South Jordan Parkway, Suite 77, South Jordan, Utah 84095, mailing address of P.O. Box 95330, South Jordan, Utah 84095, phone number (801) 984-0252, and Dan Van Woerkom (hereinafter "Client"), a business whose principal worksite is located at 1296 North 70 East, American Fork, UT 84003.

RECITALS:

1. ISI is a Professional Employer Organization (PEO).
2. ISI is engaged in the business of providing contracted employees ("Assigned Worksite Employees").
3. Client is engaged in a business, which requires employees.
4. ISI desires to contract with Client, and Client desires to contract with ISI to provide the Assigned Worksite Employees required in the operations of the Client's business.

In consideration of the mutual promises and benefits contained in the Agreement, the parties agree as follows:

1. SERVICES AND RELATIONSHIP:

ISI shall provide Client, at Client's location (s), professional employers services as set forth herein, through the assignment of ISI Worksite Employees (Assigned Worksite Employees), who shall perform services for the benefit of the Client in accordance with the terms and conditions of this Agreement and the Assigned Worksite Employees Employment Agreement with ISI. There shall exist a co-employment relationship between ISI, the Assigned Worksite Employees, and the Client. Both ISI and the Client shall have an employment relationship with the Assigned Worksite Employee. Under this Agreement the Client and ISI shall each assume specific responsibilities, while both parties, all as specified herein, shall share other responsibilities.

2. MANAGEMENT BY CLIENT:

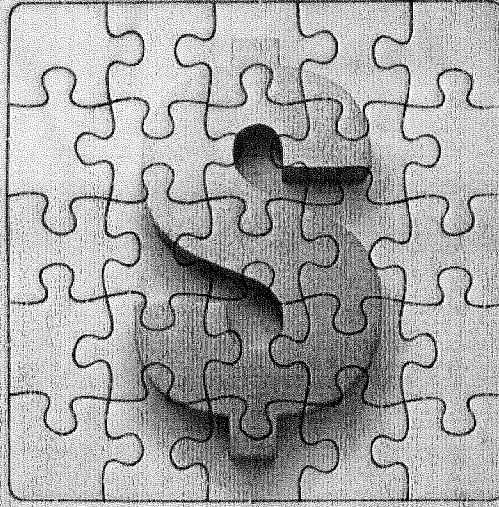
Client's owners or Board of Directors shall continue to manage its business and/or property, as they deem appropriate, including, without limitation, exercising control over sales, marketing, finance, or other similar matters relating to the usual conduct of Client's business, and this Agreement shall not affect said management powers in any way whatsoever.

ISHR00001



VIEW

A PUBLICATION OF INNOVATIVE STAFFING > ISSUE NUMBER 4 > FALL 2006



How to plan your financial future at any age.

When it comes to budgets, one size does not fit all. After all, your life is probably very different than it was five or 10 years ago, and changed circumstances call for a changed financial plan. The following tips can help you create a smart financial plan tailored to fit your age.

20s AND YOUNGER – Members of Generation Y are entering the workforce and now constitute the largest consumer group in American history. Fortunately, a recent survey by Diversified Investment Advisors found that more than a third of Generation Y'ers expect to start saving for retirement before they reach 25. Unfortunately, there is evidence that Generation Y'ers can expect to struggle with student loans and credit card debt. If you are in your 20s, set yourself up for financial success by using credit responsibly. Now is also the perfect time to take advantage of compound interest by establishing a retirement savings plan.

30s GENERATION X – is sometimes referred to as Generation Debt. According to the Federal Reserve, credit card debt for 25-to-34 year-olds nearly tripled between 1983 and 2001. Coupled with student loan debt and increased housing costs, many 30-somethings have difficult conditions to deal with. If you are in your 30s, make sure not to acquire more mortgage debt than you can afford and make a concentrated effort to repay education loans. Also, in addition to retirement savings, be sure to establish

an emergency savings cushion so that you do not have to rely on credit.

40s – Your 40s should be a good time, financially. Workers in their 40s are likely entering their peak earning years, making this the ideal time to secure their financial footing. If you are in your 40s, paying down debt is imperative. Do not be tempted to take on a lengthy mortgage loan that will haunt you in the future. Now is also a good time to review your retirement goals to make sure you are on-track.

50s AND BEYOND – The New Retirement Survey by Merrill Lynch found that baby boomers who have a plan and feel financially prepared are more optimistic and less fearful compared with those who do not. If you are behind on your retirement goals, it is time to play catch-up. In 2001, Congress passed a law that allows individuals who are ages 50 or older to make "catch-up" contributions of \$5,000 in 2006 and 2007. Also, take the time to prepare or update your Will and other important legal documents. As always, maintaining adequate health insurance is a must.

Finally, consumers of all life stages should seek advice from a professional credit counselor or financial planner if needed. After all, a lifetime of financial security is priceless. — *Business Wire*

If you don't already have a 401k plan in place, it's easy to set up a plan with little or no out-of-pocket cost to the company. For more information, contact your ISI Client Service Representative at 801.984.0252.

CPR AND FIRST AID RESCUE TRAINING CLASSES NOW AVAILABLE

Each year in the US alone more than 300,000 people die from heart attacks. Many of these happen at work or away from home. You never know when a friend, co-worker or complete stranger may be stricken in your presence. It can happen anywhere, anytime, to anyone without notice! Do you have the CPR training it takes to save a life or help in a



rescue effort? If not, sign up for the ISI CPR / First Aid / Rescue Training, and Certification classes taught by our Safety Director, Paul Noetling. There is nothing worse than feeling completely helpless and anxiety-ridden when confronted with a life-threatening situation and you don't have the skills to step in and help out. "Trust me, I've been there!" adds Noetling. "Going through the training

doesn't require you to get involved in any emergency situation," says Noetling. "But, having the necessary training gives peace of mind as well as valuable first aid and rescue training to offer assistance."

Don't let this opportunity pass you by. Please consider signing up for this important class. It could save a life. For more information, contact your ISI Client Service Representative at 801.984.0252.

ISI FOOD DRIVE TO BENEFIT THE UTAH FOOD BANK

The Utah Food Bank needs our help. Throughout December 31, 2006, we will be picking up canned or non-perishable items when we drop off payroll. For more information, contact your ISI Client Service Representative at 801.984.0252.

RECOGNITION

ISI Sponsors 2006 Best Companies to Work For

Innovative Staffing Inc. is proud to announce our sponsorship of Utah Business Magazine's 2006 *Best Companies to Work For* in November. The event recognizes the top companies and best practices in employee relations in Utah. We are proud to announce ISI is one the winners! All winners and rankings will appear in the November issue of *Utah Business* magazine.



ISI Recognized By Utah 100 Again

ISI is honored to be a winner of the "100 Top Performing Companies in Utah" for the second year in a row. We have been recognized for the highest revenue growth over a five-year period.

CAFETERIA 125 Flexible Spending PROGRAM

Open Enrollment Thru December 31, 2006

The month of December is the enrollment period in the Cafeteria 125 "Flexible Spending" program through Innovative Staffing. Open Enrollment is the only time eligible employees can enroll in the Cafeteria125 "Flexible Spending" program. The Cafeteria 125 "Flexible Spending" program allows you to set aside pre-taxed dollars to apply to out of pocket expenses for eligible medical, dental, vision, pharmacy and dependent care. Employees must enroll each year. The Cafeteria 125 "Flexible Spending" program does not roll over each year.

For more information, contact your ISI Client Service Representative at 801.984.0252.

2007 FLEX & VISION

B E N E F I T S

The month of January marks the open enrollment period in the Voluntary Vision Insurance Program through Innovative Staffing. Open Enrollment is the only time eligible employees can enroll in the vision plan, or make changes to their existing coverage without a "qualifying event" taking place. If you are currently enrolled, but do not wish to make any changes in regards to your participation coverage, you will automatically be renewed for the current plan year. For more information, contact your ISI Client Service Representative at 801.984.0252.



DOCUMENTATION IS KEY IN DISCIPLINARY ACTIONS

Documentation of employee performance and conduct is a critical function for effective managers. Keeping an accurate record of an employee's work history is necessary for performance management, employee career development and compensation, discipline,

and termination decisions. Managers should write down notes of conversations with employees about their performance and/or conduct. These notes should be written on the same day as the conversation took place. Even if the conversation was not about formal

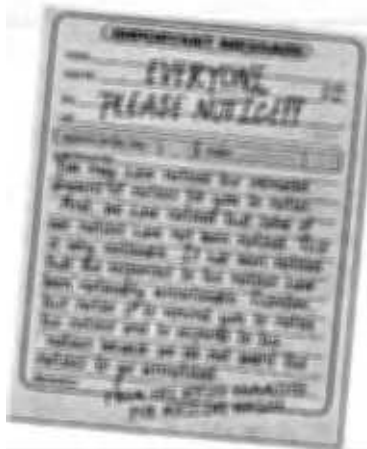
discipline or part of the formal performance management process, some notes on the conversation are appropriate. Documentation should always include the date, the manager's

name and title, the employee's name and title, and what was said. Editorial comments and characterizations are not helpful; the notes should be factual. The documentation of what was said, and by whom, can help a manager track performance issues and will help protect

any in the event of litigation at a later date. Written documentation is especially necessary if you are ever disciplined by government agencies or are called upon to testify at an employment hearing. The objective of written documentation is to

record warnings and incidents justifying termination or to explain reasons and/or events leading to a voluntary quit. Consider the following guidelines for written documentation:

- ⇒ Keep evidence of rule or policy violations, including indication employee knew the applicable rules/policies.
- ⇒ Issue written warnings if appropriate. Obtain employee's signature if possible. Cite specific rule or policy violation in warnings.
- ⇒ Warnings should define expectations and consequence(s) of future violations.
- ⇒ Record and summarize disciplinary discussions. Consider having a witness present for important disciplinary discussions that may result in discharge.
- ⇒ Confirm reasons for discharge in writing. Consult your Personnel Department for advice if needed.
- ⇒ Request letters of resignation, if possible, from employees who quit or consider an exit interview.
- ⇒ Document problems, complaints or personal issues that may have influenced a quit. Note options, leaves of absence or transfers that were offered.
- ⇒ Importance of Documentation
- ⇒ Memory is often unreliable.
- ⇒ The best records are often key to resolving issues of credibility. In most cases, the claimant will have a very different view of what happened.
- ⇒ Supervisors and other witnesses may not be available when a claim is filed or a hearing scheduled.



UPDATE W-2 FORM INFORMATION

ISI is coming, which means employers are getting ready to send out W-2 forms. Make sure you have your most updated information for your employer like change of address, marital status. Please call ISI to update any employee information that you have changed over the year.

DOWNLOAD & PRINT W2 FORMS
You can also print W2 forms off the ISI website in January, 2007.
www.innovativestaffing.com



Get Fit For 2007

WITH TOTAL HEALTH & FITNESS

If you're going to lose weight without crash diets, you could be on the wrong "diet" for your body. In fact, being on a diet could do more harm than good as 75% of dieters who lose weight gain it back and then come within a year.

According to Mike Butler at Total Health & Fitness if your body thinks it has the wrong weight-loss program, it will fight you every step of the way to lose your fat.

"Everyone's body is different so it only makes sense that weight-loss guidelines need to be different. There is no magic diet that works for everyone," says Butler.

Following total body mass-management (rather than just weight loss) doesn't have to be the complicated battle that many have for a lifetime. "The current problem in the diet industry is that while professional athletes and fitness competitors receive the best diet advice, the rest of the average person usually fails to achieve their fitness goals simply because they don't know what to do to lose."

At Total Health & Fitness the goal is to guide individuals through a program designed

specifically for their own body. When you have the motivation and proper guidelines nothing can stop you from achieving your goal.

"There is not an option," stresses Butler. "The guidelines we provide our clients consist of every possible component that will not only achieve the desired results but a lifestyle change. Everything from diet, workout plans, and possible replacement recommendations was done to the amount of water they need to drink is included in the program design."



Nutritional Guidelines are formulated with detailed food choices and portion sizes. There is no counting calories, no low-fat, or carbohydrate. Education is the key to nutrition. Clients will not only get the results they want, but will also know how to maintain them.

Cardio Respiratory Guidelines are designed and monitored thoroughly so clients can feel their lungs opening, heart rate, as well as understand the science behind aerobic training.

Supplements may be recommended based on a client's food but are not required. Education is provided about the benefits of proper food supplementation.

Resistance Training Guidelines are not only provided but demonstrated. Every detail is broken down. The workout plan remains specific to what exercises or lifts they do best and when.

Measurements are taken on a weekly basis. Progress measurements are essential in order for any fitness program to be efficient. Every time a client's body changes, the nutritional guidelines, workout supplement and cardio guidelines also need to change. Weekly measurements enable the fitness professional to ensure that the program is working and to make needed changes for consistent results.

"None of the diet or workout plans are generic," says Butler. "Every single one of our client's guidelines is different and personalized. Guidelines are just regular according to a client's goal with every factor taken into consideration such as age, gender, activity level, work schedule, fitness history, medical equipment availability and medical history."

Free Personal Consultation

If you are interested in creating a personal consultation regarding your health plan or to find out how to register your own free DNA to learn you how you can start today by having the building blocks and living a healthier lifestyle, please contact your ISI Representative at 801.984.0152 or visit our website, www.totalthailand.com for more information.

CORPORATE WELLNESS PROGRAMS AVAILABLE

Contact your
ISI Client Service
Representative at
801.984.0152.



E-PINK SLIPS

Southwest Airlines is the nation's largest Texas-based operator of the electronics stores, and the way it handled the firing of 403 workers at company headquarters last month. Radio Shack – which this year booted its CEO because he lied on his resume about a college degree he never earned – didn't exactly pass the compassion test. Some workers got the bad news in an e-mail that said: "The work force reduction notification is currently in progress. Unfortunately your position is one that has been eliminated." Radio Shack, it seems, believes in wielding the ax with cool detachment, as if it would lessen the pain. The company attempted to justify its outrageous conduct by saying employees had been told in meetings that layoffs were coming and notices would be delivered electronically. But the move made the company an easy target. Forbes magazine summed the situation up this way: "Laying off employees is never easy, but doing it via mass e-mail is a new low in management and labor relations." Another media organization might have even created a new word based on the Radio Shack's actions: "e-fire." Let's hope it doesn't become a trend. – Ben Newsire

GET YOUR FLU SHOT

FRIDAY, NOVEMBER 17 • 1PM – 5PM

- FREE for all Altius and UHC members
- Proof of insurance MUST be presented at time of vaccination. They will bill carriers with other insurance.
- Flu shots will be offered at no charge to employees and their dependents on the Altius plan; and to employees only on the UHC plan. For employees with a different insurance group and dependents covered on the UHC plan, CNS will submit claims to their primary insurance providers.
- Flu shots are \$25.00. Cash or checks accepted.
- Anyone covered by BCBS should contact their ISI representative regarding their flu shot options.
- Flu shots may be somewhat limited this year. Shots will be given on a first-come, first-serve basis.
- Flu shots will only be given to dependents ages nine (9) years or older. All younger dependents should see their family doctor.



INNOVATIVE
STAFFING
INCORPORATED

801.984.0252
859 W. South Jordan Parkway #77
South Jordan, Utah 84095

TOP 10 SIGNS YOU'VE BEEN IN CORPORATE AMERICA TOO LONG

- 10** You decide to re-organize your family into a “team-based” organization.”
- 9** You refer to dating as test marketing.
- 8** You can spell “paradigm.”
- 7** You actually know what a paradigm is.
- 6** You write executive summaries on your love letters.
- 5** Your Valentine’s Day cards have bullet points.
- 4** You celebrate your wedding anniversary by conducting a performance review.
- 3** You believe you never have any problems in your life, just “issues” and “improvement opportunities.”
- 2** You can explain to somebody the difference between “re-engineering,” “down-sizing,” “right-sizing,” and “firing people.”

And the number 1 sign you’ve been in corporate America too long..

- 1** You use the term “value-added” without laughing.





WHOIS

DOMAINS HOSTING WEBSITES EMAIL SECURITY WHOIS SUPPORT LOGIN 0

isih.com registry whois

Updated 18 hours ago - Refresh

Domain Name: ISIHR.COM
Registrar: GODADDY.COM, LLC
Whois Server: whois.godaddy.com
Referral URL: http://registrar.godaddy.com
Name Server: NS27.DOMAINCONTROL.COM
Name Server: NS28.DOMAINCONTROL.COM
Status: clientDeleteProhibited
Status: clientRenewProhibited
Status: clientTransferProhibited
Status: clientUpdateProhibited
Updated Date: 22-dec-2009
Creation Date: 05-jan-2007
Expiration Date: 05-jan-2016

Hot Deals!

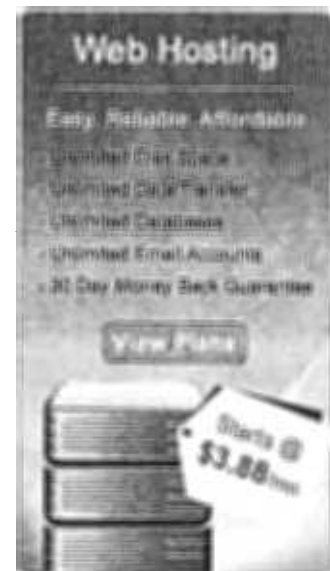


.ASIA @ \$2.28 \$46.88

isih.com registrar whois

Updated 18 hours ago

Domain Name: ISIHR.COM
Registry Domain ID: 740958421_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2009-12-22 18:43:40
Creation Date: 2007-01-05 17:25:44
Registrar Registration Expiration Date: 2016-01-05 17:25:44
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.480-624-2505
Domain Status: clientTransferProhibited
Domain Status: clientUpdateProhibited
Domain Status: clientRenewProhibited
Domain Status: clientDeleteProhibited
Registry Registrant ID:
Registrant Name: Registration Private
Registrant Organization: Domains By Proxy, LLC
Registrant Street: DomainsByProxy.com
Registrant Street: 14747 N Northsight Blvd Suite 111, PMB 309
Registrant City: Scottsdale
Registrant State/Province: Arizona
Registrant Postal Code: 85260
Registrant Country: United States
Registrant Phone: +1.4806242599
Registrant Phone Ext:
Registrant Fax: +1.4806242598
Registrant Fax Ext:
Registrant Email: ISIHR.COM@domainsbyproxy.com
Registry Admin ID:
Admin Name: Registration Private
Admin Organization: Domains By Proxy, LLC
Admin Street: DomainsByProxy.com
Admin Street: 14747 N Northsight Blvd Suite 111, PMB 309
Admin City: Scottsdale
Admin State/Province: Arizona
Admin Postal Code: 85260
Admin Country: United States
Admin Phone: +1.4806242599
Admin Phone Ext:
Admin Fax: +1.4806242598
Admin Fax Ext:
Admin Email: ISIHR.COM@domainsbyproxy.com
Registry Tech ID:
Tech Name: Registration Private
Tech Organization: Domains By Proxy, LLC
Tech Street: DomainsByProxy.com
Tech Street: 14747 N Northsight Blvd Suite 111, PMB 309
Tech City: Scottsdale
Tech State/Province: Arizona
Tech Postal Code: 85260
Tech Country: United States
Tech Phone: +1.4806242599
Tech Phone Ext:
Tech Fax: +1.4806242598
Tech Fax Ext:
Tech Email: ISIHR.COM@domainsbyproxy.com
Name Server: NS27.DOMAINCONTROL.COM
Name Server: NS28.DOMAINCONTROL.COM



DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>
Last update of WHOIS database: 2014-11-24T22:00:00Z

See Business Registration Listing

Copy and paste the link below to view additional details:
<http://who.godaddy.com/whoischeck.aspx?domain=ISHR.COM>

The data contained in GoDaddy.com, LLC's Whois database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

related domain names

godaddy.com domaincontrol.com domainsbyproxy.com internic.net

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- Bulk Domain Register
- Bulk Domain Transfer
- Whois Lookup
- Name Suggestion Tool
- Free with Every Domain
- View Promos

Infrastructure


- Datacenter Details
- Hosting Security
- 24 x 7 Servers Monitoring
- Backup and Recovery

Hosting & Products

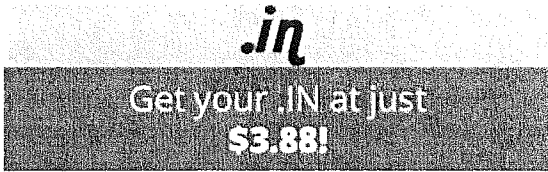
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- Windows Hosting
- Linux Reseller Hosting
- Windows Reseller Hosting
- Virtual Private Servers
- Dedicated Servers
- Managed Servers
- Website Builder
- Enterprise Email
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CASE STUDIES

Spring Mobile Case Study (<http://isihr.com/case-studies/spring-mobile/>)

Posted on December 11, 2008 (<http://isihr.com/case-studies/spring-mobile/>) in Case Studies (<http://isihr.com/resources/case-studies/>)

Spring Mobile is a premier AT&T dealer offering the largest mobile-to-mobile calling community with over 54 million customers. Since its inception in 2001, Spring now employs over 400 people, operates 84 retail locations in Utah, Idaho, Wyoming, Nevada, Arizona, California and Colorado and continues to expand throughout the Intermountain West. Spring has been recognized by many prestigious awards, including by Inc. Magazine in 2006 as one of the nation's 500 fastest-growing private companies proven by its three-year sales growth rate of 394 percent. Because of its rapid growth rate, Spring is continually expanding its employee base to meet the needs of all customers.

When Vern Dickman, the company's current chairman, and his executive team including Jason Ellis, current President and CEO, founded the company with only 26 employees they made the commitment to provide an exceptional incentive package and personalized attention to all employees. As a new company with limited human resource expertise, Spring hired ISIhr to handle all human resource functions. After an eleven-year partnership, ISIhr continues to be an integral part of Spring's success in growing and retaining its employee-base and continues to provide a suite of services including highly-competitive health benefits and retirement plans, legal support, payroll processing, assistance with personnel issues, employee recruiting services, personal and immediate assistance to employees and more.

"ISIhr has taken a sincere and personal interest in our company and has been an instrumental partner in helping our company succeed," said Ellis. "Because of their excellent relationship with the healthcare provider and their expertise in managing risk, ISIhr provides us with a champion level of benefits and other superior services that help us provide the best value possible to our growing Spring family."

Ellis also adds that one of the greatest degrees of difference compared to its competitors is ISIhr's progressive use of technology to streamline processes. Considering that the majority of individuals prefer to fill out information and make changes to their benefits online, ISIhr has alleviated all paperwork and has developed a simple-to-use and quick online system that can be used by all of their clients. In fact the tool is so innovative that it only requires employees to enter their personal information one time, and then the software duplicates the information on all other forms.

ISIHR00184

"Outsourcing our company's human resource functions to ISlhr has been a smart decision for our company," continues Ellis. "In addition to being a cost effective solution, ISlhr gives our company the peace of mind in knowing that our valued employees are being cared for by people that we trust."

Resources

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Testimonial

"Partnering with ISlhr is the best decision I've ever made regarding my business. They relieve me of the burden of HR so I can focus on growing my business."

– Ron B., Utah based automotive services company, approximately 200 employees

Hear what our clients are saying → (<http://islhr.com/testimonials/clients/>)

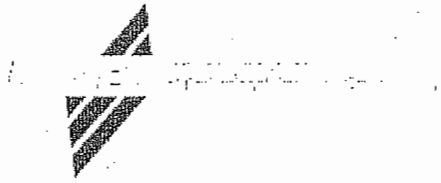
Case Study

Spring Mobile Case Study

As a new company with limited human resource expertise, Spring hired ISlhr to handle all human resource functions. ISlhr has been there for Spring since their inception in 2001, and continues to be an integral part of Spring's success in growing and retaining its employee-base and continues to provide a suite of services, including highly-competitive health benefits and retirement plans, legal support, payroll processing, assistance with personnel issues, employee recruiting services, personal and immediate assistance to employees and more.

Read Case Study → (<http://islhr.com/case-studies/2013/08/14/spring-mobile/>)

MEMBERSHIP



GET IN TOUCH

ISIhr

859 W South Jordan Parkway #77
South Jordan, Utah 84095

Toll Free: 877.977.8233

info@isih.com (mailto:information@isih.com)

Request a Consultation (<http://isih.com/quote/>)

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< 1 / 4 >

New Tools to Get the Job Done

ISlhr Mobile is now available from the App Store for iPhone and Google Play for Android devices

[ISlhr Mobile](#)



SERVICES

[Request Free Quote Today →](#)



Human Resources

ISlhr provides customized Human Resources to suit your company's needs, administered by certified HR professionals.



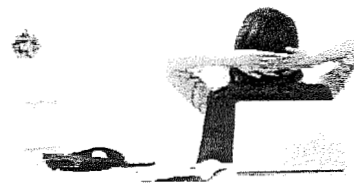
Payroll

ISlhr understands the importance of consistently accurate payroll. Find out how you can save time and reduce liability by partnering with ISlhr.



Benefits

TESTIMONIALS



See How ISlhr's Clients Rely on us to Make Business Easier

ISlhr is always helpful and flexible. I'm very glad we work together. Love you guys!

SUPPLYING THE TOOLS FOR SUCCESS



ISlhr: Supplying all the Right Tools for Success

Let ISlhr help you come up with the perfect recipe for your company's success.

[Read More →](#)

EXHIBIT E to FARNSWORTH DECLARATION

QUESTIONS?: CALL: 877.977.8233

SHOW MENU

1 / 4

New Tools to Get the Job Done

ISlhr Mobile is now available from the App Store (<https://itunes.apple.com/us/app/islhr-mobile/id930776075?ls=1&mt=8>) for iPhone and Google Play (<https://play.google.com/store/apps/details?id=com.islhr.android>) for Android devices

ISlhr Mobile (<http://islhr.com/app/>)

SERVICES

Request Free Quote Today → (<http://islhr.com/quote/>)



Human Resources

ISlhr provides customized Human Resources to suit your company's needs, administered by certified HR professionals.



(<http://islhr.com/services/human-resources/>)

Payroll

ISlhr understands the importance of consistently accurate payroll. Find out how you can save time and reduce liability by partnering with ISlhr.



(<http://islhr.com/services/payroll/>)

Benefits

Show your employees appreciation by offering corporate-quality benefits. ISlhr's benefit options can help you attract top talent, incentivize your workforce and stay compliant with new Health Reform legislation.



(<http://islhr.com/services/benefits/>)

Risk Management

Reducing exposure to employment related risks is one of the primary reasons our clients choose co-employment with ISlhr.

(<http://islhr.com/services/risk-management/>)

TESTIMONIALS



(<http://islhr.com/testimonials/clients/>)

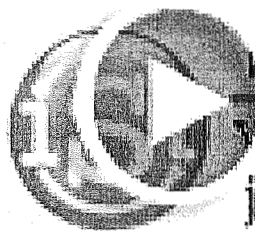
See How ISlhr's Clients Rely on us to Make Business Easier

ISlhr is always helpful and flexible. I'm very glad we work together. Love you guys!

- Jason K., Salt Lake City based advertising firm, 10 employees

Read More → (<http://islhr.com/testimonials/clients/>)

SUPPLYING THE TOOLS FOR SUCCESS



islhr.com

our business
just got easier

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ISIhr: Supplying all the Right Tools for Success

Let ISIhr help you come up with the perfect recipe for your company's success.

Read More → (<http://isihr.com/video/>)

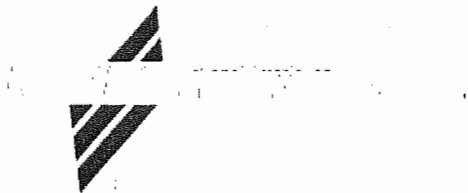
GET HEALTH INSURANCE THROUGH ISIHR

Health Care Reform

Do I qualify? Subsidies, Exchanges, what does it all mean?

Read More → (<http://isihr.com/get-health-insurance/>)

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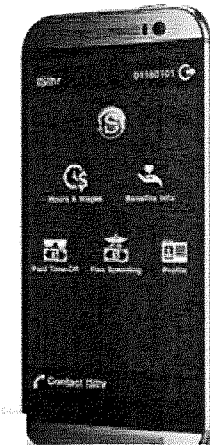
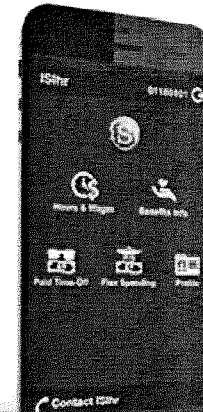
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EXHIBIT F

New Tools to Get the Job Done

ISIhr Mobile is now available from the App Store for iPhone and Google Play for Android devices

ISIhr Mobile



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Request Free Quote Today →

Human Resources

ISIhr provides customized Human Resources to suit your company's needs, administered by certified HR professionals.

Payroll

ISIhr understands the importance of consistently accurate payroll. Find out how you can save time and reduce liability by partnering with ISIhr.

Benefits

TESTIMONIALS



See How ISIhr's Clients Rely on us to Make Business Easier

ISIhr is always helpful and flexible. I'm very glad we work together. Love you guys!

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ISIhr: Supplying all the Right Tools for Success

Let ISIhr help you come up with the perfect recipe for your company's success.

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1 / 4

New Tools to Get the Job Done

IShr Mobile is now available from the App Store

(<https://itunes.apple.com/us/app/isihhr-mobile/id930776075?ls=1&mt=8>) for iPhone and Google Play (<https://play.google.com/store/apps/details?id=com.isihhr.android>) for Android devices

IShr Mobile (<http://isihhr.com/app/>)

SERVICES

Request Free Quote Today → (<http://isihhr.com/quote/>)



Human Resources

IShr provides customized Human Resources to suit your company's needs, administered by certified HR professionals.



(<http://isihhr.com/services/human-resources/>)

Payroll

IShr understands the importance of consistently accurate payroll. Find out how you can save time and reduce liability by partnering with IShr.



(<http://isihhr.com/services/payroll/>)

Benefits

Show your employees appreciation by offering corporate-quality benefits. IShr's benefit options can help you attract top talent, incentivize your workforce and stay compliant with new Health Reform legislation.



(<http://isihhr.com/services/benefits/>)

Risk Management

Reducing exposure to employment related risks is one of the primary reasons our clients choose co-employment with ISlhr.

(<http://islhr.com/services/risk-management/>)

TESTIMONIALS



(<http://islhr.com/testimonials/clients/>)

See How ISlhr's Clients Rely on us to Make Business Easier

ISlhr is always helpful and flexible. I'm very glad we work together. Love you guys!

- Jason K., Salt Lake City based advertising firm, 10 employees

Read More → (<http://islhr.com/testimonials/clients/>)

SUPPLYING THE TOOLS FOR SUCCESS



(<http://isihr.com/video/>)

ISIhr: Supplying all the Right Tools for Success

Let ISIhr help you come up with the perfect recipe for your company's success.

Read More → (<http://isihr.com/video/>)

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EXHIBIT G

INNOVATIVE STAFFING INC.

Entity Number: 3091405-0142

Company Type: Corporation - Domestic - Profit

Address: 859 WEST SOUTH JORDAN PKWY PO BOX 95330 S Jordan, UT 84095

State of Origin: UT

Registered Agent: MICHELYN FARNSWORTH

Registered Agent Address:

859 W SOUTH JORDAN PKWY PO BOX 95330

South Jordan, UT 84095

Status: Active

Status: Active as of 01/30/2007

Renew By: 12/31/2014

Status Description: Good Standing

The "Good Standing" status represents that a renewal has been filed, within the most recent renewal period, with the Division of Corporations and Commercial Code.

Employment Verification: Not Registered with Verify Utah

History

Registration Date: 12/30/1999

Last Renewed: 10/15/2013

Additional Information

NAICS Code: 9999 NAICS Title: 9999-Nonclassifiable Establishment

Search by: Business Name Number Executive Name Search Hints

Name:

ISIHR00006

EXHIBIT H



1099

**ISI of Utah CLIENT SERVICE AND
EMPLOYEE MANAGEMENT AGREEMENT**

This Service Agreement ("Agreement") is made and entered into this 24th day of MAY, 2002, by and between INNOVATIVE STAFFING OF UTAH, INC. (hereinafter "ISI") located at 859 West South Jordan Parkway, Suite 77, South Jordan, Utah 84095, mailing address of P.O. Box 95330, South Jordan, Utah 84095, phone number (801) 984-0252, and Dan Van Woerkom (hereinafter "Client"), a business whose principal worksite is located at 1296 North 70 East, American Fork, UT 84003.

RECITALS:

1. ISI is a Professional Employer Organization (PEO).
2. ISI is engaged in the business of providing contracted employees ("Assigned Worksite Employees").
3. Client is engaged in a business, which requires employees.
4. ISI desires to contract with Client, and Client desires to contract with ISI to provide the Assigned Worksite Employees required in the operations of the Client's business.

In consideration of the mutual promises and benefits contained in the Agreement, the parties agree as follows:

1. SERVICES AND RELATIONSHIP:

ISI shall provide Client, at Client's location (s), professional employers services as set forth herein, through the assignment of ISI Worksite Employees (Assigned Worksite Employees), who shall perform services for the benefit of the Client in accordance with the terms and conditions of this Agreement and the Assigned Worksite Employees Employment Agreement with ISI. There shall exist a co-employment relationship between ISI, the Assigned Worksite Employees, and the Client. Both ISI and the Client shall have an employment relationship with the Assigned Worksite Employee. Under this Agreement the Client and ISI shall each assume specific responsibilities, while both parties, all as specified herein, shall share other responsibilities.

2. MANAGEMENT BY CLIENT:

Client's owners or Board of Directors shall continue to manage its business and/or property, as they deem appropriate, including, without limitation, exercising control over sales, marketing, finance, or other similar matters relating to the usual conduct of Client's business, and this Agreement shall not affect said management powers in any way whatsoever.

EXHIBIT I



How to plan your financial future at any age.

When it comes to budgets, one size does not fit all. After all, your life is probably very different than it was five or 10 years ago, and changed circumstances call for a changed financial plan. The following tips can help you create a smart financial plan tailored to fit your age.

20s AND YOUNGER — Members of Generation Y are entering the workforce and now constitute the largest consumer group in American history. Fortunately, a recent survey by Diversified Investment Advisors found that more than a third of Generation Yers expect to start saving for retirement before they reach 25. Unfortunately, there is evidence that Generation Yers can expect to struggle with student loans and credit card debt. If you are in your 20s, set yourself up for financial success by using credit responsibly. Now is also the perfect time to take advantage of compound interest by establishing a retirement savings plan.

30s GENERATION X — is sometimes referred to as Generation Debt. According to the Federal Reserve, credit card debt for 25-to-34 year-olds nearly tripled between 1982 and 2001. Coupled with student loan debt and increased housing costs, many 30-somethings have difficult conditions to deal with. If you are in your 30s, make sure not to acquire more mortgage debt than you can afford and make a concerted effort to repay educational loans. Also, in addition to retirement savings, be sure to establish

an emergency savings cushion so that you do not have to rely on credit.

40s — your 40s should be a good time, financially. Workers in their 40s are likely entering their peak earning years, making this the ideal time to secure their financial future. If you are in your 40s, paying down debt is imperative. Do not be tempted to take on a lengthy mortgage loan that will haunt you in the future. Now is also a good time to review your retirement goals to make sure you are on-track.

50s AND BEYOND — The new Retirement Survey by Merrill Lynch found that baby boomers who have a plan and feel financially prepared are more optimistic and less fearful compared with those who do not. If you are behind on your retirement goals, it is time to play catch-up. In 2001, Congress passed a law that allows individuals who are ages 50 or older to make "catch-up" contributions of \$5,000 in 2006 and 2007. Also, take the time to prepare or update your will and other important legal documents. As always, maintaining adequate health insurance is a must.

Finally, consumers of all life stages should seek advice from a professional credit counselor or financial planner if needed. After all, a lifetime of financial security is priceless. — *Business Wire*

If you don't already have a 401k plan in place, it's easy to set up a plan with little or no out-of-pocket cost to the company. For more information, contact your HR Client Service Representative at 811.864.2252.

CPR AND FIRST AID RESCUE TRAINING CLASSES NOW AVAILABLE

Each year in the U.S. alone more than 300,000 people die from heart attacks. Many of these happen at work or away from home. You never know when a friend, co-worker or complete stranger may be stricken in your presence. It can happen anywhere, anytime, to anyone without notice! Do you have the CPR training it takes to save a life or help in a



rescue effort? If not, sign up for the ISI CPR / First Aid / Rescue Training, and Certification classes taught by our Safety Director, Paul Noeding. There is nothing worse than feeling completely helpless and anxiety-ridden when confronted with a life-threatening situation and you don't have the skills to step in and help out. "Trust me, I've been there!" adds Noeding. "Going through the training

doesn't require you to get involved in any emergency situation," says Noeding. "But, having the necessary training gives peace of mind as well as valuable first aid and rescue training to offer assistance."

Don't let this opportunity pass you by. Please consider signing up for this important class. It could save a life. For more information, contact your ISI Client Service Representative at 801.984.0252.

ISI FOOD DRIVE TO BENEFIT THE UTAH FOOD BANK

The Utah Food Bank needs our help. Throughout December 31, 2006, we will be picking up canned or non-perishable items when we drop off payroll. For more information, contact your ISI Client Service Representative at 801.984.0252.

RECOGNITION

ISI Sponsors 2006 Best Companies to Work For

Innovative Staffing Inc. is proud to announce our sponsorship of Utah Business Magazine's 2006 *Best Companies to Work For* in November. The event recognizes the top companies and best practices in employee relations and best practices in employee relations in Utah. We are proud to announce ISI is one the winners! All winners and rankings will appear in the November issue of *Utah Business* magazine.



ISI Recognized By Utah 100 Again

ISI is honored to be a winner of the "100 Top Performing Companies in Utah" for the second year in a row. We have been recognized for the highest revenue growth over a five-year period.

CAFETERIA 125 Flexible Spending PROGRAM

Open Enrollment Thru December 31, 2006

The month of December is the enrollment period in the Cafeteria 125 "Flexible Spending" program through Innovative Staffing. Open Enrollment is the only time eligible employees can enroll in the Cafeteria125 "Flexible Spending" program. The Cafeteria 125 "Flexible Spending" program allows you to set aside pre-taxed dollars to apply to out of pocket expenses for eligible medical, dental, vision, pharmacy and dependent care. Employees must enroll each year. The Cafeteria 125 "Flexible Spending" program does not roll over each year.

For more information, contact your ISI Client Service Representative at 801.984.0252.

2007 FLEX & VISION BENEFITS

The month of January marks the open enrollment period in the Voluntary Vision Insurance Program through Innovative Staffing. Open Enrollment is the only time eligible employees can enroll in the vision plan, or make changes to their existing coverage without a "qualifying event" taking place. If you are currently enrolled, but do not wish to make any changes in regards to your participation coverage, you will automatically be renewed for the current plan year. For more information, contact your ISI Client Service Representative at 801.984.0252.



DOCUMENTATION IS KEY IN DISCIPLINARY ACTIONS

Documentation of employee performance and conduct is a critical function for effective managers. Keeping an accurate record of an employee's work history is necessary for performance management, employee career development and compensation, discipline, and termination decisions. Managers should write down notes of conversations with employees about their performance and/or conduct. These notes should be written on the same day as the conversation took place. Even if the conversation was not about formal



discipline or part of the formal performance management process, some notes on the conversation are appropriate. Documentation should always include the date, the manager's

name and title, the employee's name and title, and what was said. Editorial comments and characterizations are not helpful; the notes should be factual. The documentation of what was said, and by whom, can help a manager track performance issues and will help protect

any in the investigation at a hearing. Written documentation is necessary if you are ever sued by government agencies or are called upon to testify at an employment hearing. The objective of written documentation is to

record warnings and incidents justifying termination or to explain reasons and/or events leading to a voluntary quit. Consider the following guidelines for written documentation:

- Keep evidence of rule or policy violations, including indication employee knew the applicable rules/policies.
- Issue written warnings if appropriate. Obtain employee's signature if possible. Cite specific rule or policy violation in warnings.
- Warnings should define expectations and consequence(s) of future violations.
- Record and summarize disciplinary discussions. Consider having a witness present for important disciplinary discussions that may result in discharge.
- Confirm reasons for discharge in writing. Consult your Personnel Department for advice if needed.
- Request letters of resignation, if possible, from employees who quit or consider an exit interview.
- Document problems, complaints or personal issues that may have influenced a quit. Note options, leaves of absence or transfers that were offered.
- Importance of Documentation
- Memory is often unreliable.
- The best records are often key to resolving issues of credibility. In most cases, the claimant will have a very different view of what happened.
- Supervisors and other witnesses may not be available when a claim is filed or a hearing scheduled.



UPDATE W-2 FORM INFORMATION

Yearend is coming, which means employers are getting ready to send out W-2 forms. Make sure you have given pertinent updated information to your employer like change of address or marital status. Please call ISI to update any employee information that may have changed over the year.

DOWNLOAD & PRINT W2 FORMS
You can also print W2 forms off the ISI website in January, 2007.
innovativestaffing.com



Get Fit For 2007

WITH TOTAL HEALTH & FITNESS

If you're trying to lose weight without much success, you could be on the wrong "diet" for your body. In fact, being on a diet could do more harm than good to 75% of dieters who lose weight, gain it all back and then come within a year.

According to Mike Butler at Total Health & Fitness, if your body thinks it has the wrong weight-loss program, it will fight you every step of the way to keep you fat!

"Everyone's body is different as it only takes seven days to figure out what you need to be different. There is no magic diet that works for everyone," says Butler. "Following total body transformation (diet, exercise and more) doesn't have to be the complicated battle that many have led it to become. The current problem in the diet industry is that while professional athletes and fitness competitors receive the best diet advice, they are often the average person usually fails to achieve their fitness goals simply because they don't know what to do for you."

At Total Health & Fitness, the goal is to guide individuals through a program designed

specifically for their own body. When you have the nutrition and program guidelines working for you, you can achieve your goal.

"There is not an option," warns Butler. "The guidelines we provide our clients consist of every possible component that will not only achieve the desired results but a lifestyle change. Everything from diet, workout plans, and possible equipment recommendations were done in the interest of what they need to succeed in the program design."



Nutritional Guidelines are focused with essential food choices and portion sizes. There is no counting calories, protein, fat, or carbohydrates. Education is the key to nutrition. Clients will not only get the results they want, but will also know how to maintain them.

Cardio Respiratory Guidelines are designed and explained thoroughly so clients can feel their target training heart rate, as well as understand the science behind cardio training.

Supplements may be recommended based on a client's need but are not required. Education is provided about the benefits of proper food supplementation.

Resistance Training Guidelines are not only provided but demonstrated. Every client is broken down. The workout plan consists of exercises to be performed in 45 to 60 minutes per session.

Measurements are taken on a weekly basis. Progress measurements are essential in order for any fitness program to be efficient. Every time a client's body changes, the nutritional guidelines, workout supplements, and cardio guidelines also need to change. Weekly measurements enable the fitness professional to ensure that the program is working and to make needed changes for continued results.

"None of the diet or workout plans are generic," says Butler. "Every single one of our clients' guidelines is different and personalized. Guidelines are put together according to a client's goal with every factor taken into consideration such as age, gender, activity level, work schedule, fitness goals, workout equipment availability and medical history."

Free Personal Consultation
If you are interested in receiving a personal consultation regarding your health plan or to find out how to receive your own free 1500 or more, you can start today by learning fit, building muscle and being a healthier lifestyle. Please contact your ISI Representative at 801.984.0152 or visit our website, www.totalthailand.com for more information.

CORPORATE WELLNESS PROGRAMS AVAILABLE

Contact your
ISI Client Service
Representative at
801.984.0152.



E-PINK SLIPS
NEW! ONLINE MANAGEMENT!

Some big companies just don't seem to get it. Take Radio Shack Corp., the Fort Worth, Texas-based operator of the electronics stores, and the way it handled the firing of 403 workers at company headquarters last month. Radio Shack – which this year booted its CEO because he lied on his resume about a college degree he never earned – didn't exactly pass the compassion test. Some workers got the bad news in an e-mail that said: "The work force reduction notification is currently in progress. Unfortunately your position is one that has been eliminated." Radio Shack, it seems, believes in wielding the ax with cool detachment, as if it would lessen the pain. The company attempted to justify its outrageous conduct by saying employees had been told in meetings that layoffs were coming and notices would be delivered electronically. But the move made the company an easy target. Forbes magazine summed the situation up this way: "Laying off employees is never easy, but doing it via mass e-mail is a new low in management and labor relations." Another media organization might have even created a new word based on the Radio Shack's actions: "e-fire." Let's hope it doesn't become a trend. — Business Newswire

GET YOUR FLU SHOT

FRIDAY, NOVEMBER 17 • 1PM – 5PM

- FREE for all Altius and UHC members
- Proof of insurance **MUST** be presented at time of vaccination. They will bill carriers with other insurance.
- Flu shots will be offered at no charge to employees and their dependents on the Altius plan; and to employees only on the UHC plan. For employees with a different insurance group and dependents covered on the UHC plan, CNS will submit claims to their primary insurance providers.
- Flu shots are \$25.00. Cash or checks accepted.
- Anyone covered by BCBS should contact their ISI representative regarding their flu shot options.
- Flu shots may be somewhat limited this year. Shots will be given on a first-come, first-serve basis.
- Flu shots will only be given to dependents ages nine (9) years or older. All younger dependents should see their family doctor.



INNOVATIVE
STAFFING
INCORPORATED

801.984.0252

859 W. South Jordan Parkway #77
South Jordan, Utah 84095

TOP 10 SIGNS YOU'VE BEEN IN CORPORATE AMERICA TOO LONG

- 10** You decide to re-organize your family into a “team-based” organization.”
- 9** You refer to dating as test marketing.
- 8** You can spell “paradigm.”
- 7** You actually know what a paradigm is.
- 6** You write executive summaries on your love letters.
- 5** Your Valentine’s Day cards have bullet points.
- 4** You celebrate your wedding anniversary by conducting a performance review.
- 3** You believe you never have any problems in your life, just “issues” and “improvement opportunities.”
- 2** You can explain to somebody the difference between “re-engineering,” “down-sizing,” “right-sizing,” and “firing people.”

And the number 1 sign you’ve been in corporate America too long..

- 1** You use the term “value-added” without laughing.



EXHIBIT J

isih.com registry whois

Updated 18 hours ago - Refresh

Domain Name: ISIHR.COM
Registrar: GODADDY.COM, LLC
Whois Server: whois.godaddy.com
Referral URL: http://registrar.godaddy.com
Name Server: NS27.DOMAINCONTROL.COM
Name Server: NS28.DOMAINCONTROL.COM
Status: clientDeleteProhibited
Status: clientRenewProhibited
Status: clientTransferProhibited
Status: clientUpdateProhibited
Updated Date: 22-dec-2009
Creation Date: 05-jan-2007
Expiration Date: 05-jan-2016

Hot Deals!



.ASIA @ \$2.28 ~~\$46.88~~

isih.com registrar whois

Updated 18 hours ago

Domain Name: ISIHR.COM
Registry Domain ID: 740958421_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2009-12-22 18:43:40
Creation Date: 2007-01-05 17:25:44
Registrar Registration Expiration Date: 2016-01-05 17:25:44
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: **abuse@godaddy.com**
Registrar Abuse Contact Phone: +1.480-624-2505
Domain Status: clientTransferProhibited
Domain Status: clientUpdateProhibited
Domain Status: clientRenewProhibited
Domain Status: clientDeleteProhibited
Registry Registrant ID:
Registrant Name: Registration Private
Registrant Organization: Domains By Proxy, LLC
Registrant Street: DomainsByProxy.com
Registrant Street: 14747 N Northsight Blvd Suite 111, PMB 309
Registrant City: Scottsdale
Registrant State/Province: Arizona
Registrant Postal Code: 85260
Registrant Country: United States
Registrant Phone: +1.4806242599
Registrant Phone Ext:
Registrant Fax: +1.4806242598
Registrant Fax Ext:
Registrant Email: **ISIHR.COM@domainsbyproxy.com**
Registry Admin ID:
Admin Name: Registration Private
Admin Organization: Domains By Proxy, LLC
Admin Street: DomainsByProxy.com
Admin Street: 14747 N Northsight Blvd Suite 111, PMB 309
Admin City: Scottsdale
Admin State/Province: Arizona
Admin Postal Code: 85260
Admin Country: United States
Admin Phone: +1.4806242599
Admin Phone Ext:
Admin Fax: +1.4806242598
Admin Fax Ext:
Admin Email: **ISIHR.COM@domainsbyproxy.com**
Registry Tech ID:
Tech Name: Registration Private
Tech Organization: Domains By Proxy, LLC
Tech Street: DomainsByProxy.com
Tech Street: 14747 N Northsight Blvd Suite 111, PMB 309
Tech City: Scottsdale
Tech State/Province: Arizona
Tech Postal Code: 85260
Tech Country: United States
Tech Phone: +1.4806242599
Tech Phone Ext:
Tech Fax: +1.4806242598
Tech Fax Ext:
Tech Email: **ISIHR.COM@domainsbyproxy.com**
Name Server: NS27.DOMAINCONTROL.COM
Name Server: NS28.DOMAINCONTROL.COM

Web Hosting
Easy. Reliable. Affordable.
- Unlimited Disk Space
- Unlimited Data Transfer
- Unlimited Databases
- Unlimited Email Accounts
- 30 Day Money Back Guarantee
View Plans
Starts @ \$3.88/mo

DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>
Last update of WHOIS database: 2014-11-24T22:00:00Z

See Business Registration Listing

Copy and paste the link below to view additional details:
<http://who.godaddy.com/whoischeck.aspx?domain=ISHR.COM>

The data contained in GoDaddy.com, LLC's Whois database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

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CASE STUDIES

Spring Mobile Case Study (<http://isihr.com/case-studies/spring-mobile/>)

Posted on December 11, 2008 (<http://isihr.com/case-studies/spring-mobile/>) in Case Studies (<http://isihr.com/resources/case-studies/>)

Spring Mobile is a premier AT&T dealer offering the largest mobile-to-mobile calling community with over 54 million customers. Since its inception in 2001, Spring now employs over 400 people, operates 84 retail locations in Utah, Idaho, Wyoming, Nevada, Arizona, California and Colorado and continues to expand throughout the Intermountain West. Spring has been recognized by many prestigious awards, including by Inc. Magazine in 2006 as one of the nation's 500 fastest-growing private companies proven by its three-year sales growth rate of 394 percent. Because of its rapid growth rate, Spring is continually expanding its employee base to meet the needs of all customers.

When Vern Dickman, the company's current chairman, and his executive team including Jason Ellis, current President and CEO, founded the company with only 26 employees they made the commitment to provide an exceptional incentive package and personalized attention to all employees. As a new company with limited human resource expertise, Spring hired ISlhr to handle all human resource functions. After an eleven-year partnership, ISlhr continues to be an integral part of Spring's success in growing and retaining its employee-base and continues to provide a suite of services including highly-competitive health benefits and retirement plans, legal support, payroll processing, assistance with personnel issues, employee recruiting services, personal and immediate assistance to employees and more.

"ISlhr has taken a sincere and personal interest in our company and has been an instrumental partner in helping our company succeed," said Ellis. "Because of their excellent relationship with the healthcare provider and their expertise in managing risk, ISlhr provides us with a champion level of benefits and other superior services that help us provide the best value possible to our growing Spring family."

Ellis also adds that one of the greatest degrees of difference compared to its competitors is ISlhr's progressive use of technology to streamline processes. Considering that the majority of individuals prefer to fill out information and make changes to their benefits online, ISlhr has alleviated all paperwork and has developed a simple-to-use and quick online system that can be used by all of their clients. In fact the tool is so innovative that it only requires employees to enter their personal information one time, and then the software duplicates the information on all other forms.

"Outsourcing our company's human resource functions to ISlhr has been a smart decision for our company," continues Ellis. "In addition to being a cost effective solution, ISlhr gives our company the peace of mind in knowing that our valued employees are being cared for by people that we trust."

Resources

Articles (<http://islhr.com/resources/articles/>)

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Testimonials (<http://islhr.com/resources/testimonials/>)

Testimonial

"Partnering with ISlhr is the best decision I've ever made regarding my business. They relieve me of the burden of HR so I can focus on growing my business."

– Ron B., Utah based automotive services company, approximately 200 employees

Hear what our clients are saying → (<http://islhr.com/testimonials/clients/>)

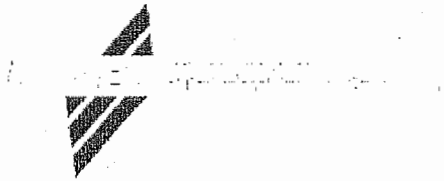
Case Study

Spring Mobile Case Study

As a new company with limited human resource expertise, Spring hired ISlhr to handle all human resource functions. ISlhr has been there for Spring since their inception in 2001, and continues to be an integral part of Spring's success in growing and retaining its employee-base and continues to provide a suite of services, including highly-competitive health benefits and retirement plans, legal support, payroll processing, assistance with personnel issues, employee recruiting services, personal and immediate assistance to employees and more.

Read Case Study → (<http://islhr.com/case-studies/2013/08/14/spring-mobile/>)

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South Jordan, Utah 84095

Toll Free: 877.977.8233

info@isih.com (mailto:information@isih.com)

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EXHIBIT L

United States of America

United States Patent and Trademark Office

ISIhr

Reg. No. 4,288,774

Registered Feb. 12, 2013

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

INNOVATIVE STAFFING, INC. (UTAH CORPORATION)
PO BOX 95330
SOUTH JORDAN, UT 84095

FOR: ADMINISTRATION OF BUSINESS PAYROLL FOR OTHERS; HUMAN RESOURCE ANALYSIS AND CONSULTING SERVICES; HUMAN RESOURCES MANAGEMENT; PAYROLL ADMINISTRATION AND MANAGEMENT SERVICES; PAYROLL PREPARATION; PAYROLL PROCESSING SERVICES; WAGE PAYROLL PREPARATION, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-28-1999; IN COMMERCE 12-28-1999.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-657,199, FILED 6-20-2012.

LINDA M. KING, EXAMINING ATTORNEY



Linda Street King

Acting Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

United States of America

United States Patent and Trademark Office

ISI

Reg. No. 4,282,891

INNOVATIVE STAFFING, INC. (UTAH CORPORATION)

Registered Jan. 29, 2013

PO BOX 95330
SOUTH JORDAN, UT 84095

Int. Cl.: 35

FOR: HUMAN RESOURCE ANALYSIS AND CONSULTING SERVICES; HUMAN RESOURCES MANAGEMENT; PAYROLL ADMINISTRATION AND MANAGEMENT SERVICES; PAYROLL PREPARATION; PAYROLL PROCESSING SERVICES; WAGE PAYROLL PREPARATION, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

PRINCIPAL REGISTER

FIRST USE 12-28-1999; IN COMMERCE 12-28-1999.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-657,177, FILED 6-20-2012.

LINDA M. KING, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

EXHIBIT M

SH STRONG & HANNI
LAW FIRM

A PROFESSIONAL CORPORATION

SALT LAKE CITY OFFICE
102 SOUTH 200 EAST, SUITE 800
SALT LAKE CITY, UT 84111

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WWW.STRONGANDHANNI.COM

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JASON L. DEFOREST
JESSICA J. JOHNSTON

¹ ALSO MEMBER CALIFORNIA BAR
² ALSO MEMBER COLORADO BAR
³ ALSO MEMBER DISTRICT OF COLUMBIA BAR
⁴ ALSO MEMBER IDAHO BAR
⁵ ALSO MEMBER NEW YORK BAR
⁶ ALSO MEMBER OREGON BAR
⁷ ALSO MEMBER VERMONT BAR
⁸ ALSO MEMBER WASHINGTON BAR
⁹ ALSO MEMBER WYOMING BAR

ESTABLISHED 1888

GORDON R. STRONG
(1909-1969)



July 28, 2014

SENT VIA U.S. MAIL & EMAIL

Michael C. Van
SHUMWAY VAN & HANSEN
8985 S Eastern Ave., Ste. 100
Las Vegas, NV 89123-4852
michael@shumwayvan.com

Re: *Innovative Staffing, Inc. v. ISHR LLC*
Proceeding No. 91214407

Dear Michael,

I noticed that we have not received ISHR LLC's responses to Innovative Staffing, Inc's discovery requests or ISHR LLC's Initial Disclosures which were due on July 24th and July 21st, respectively. Please provide these documents no later than Tuesday, August 5, 2014. If we do not receive these materials by then we will seek the appropriate relief from the Trademark Trial and Appeal Board. Please consider this letter our initial attempt to meet and confer as required under the rules.

Very truly yours,

STRONG & HANNI

Casey W. Jones

EXHIBIT N

STRONG & HANNI
LAW FIRM

A PROFESSIONAL CORPORATION

SALT LAKE CITY OFFICE
102 SOUTH 200 EAST, SUITE 800
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8 ALSO MEMBER WASHINGTON BAR
9 ALSO MEMBER WYOMING BAR

ESTABLISHED 1888

GORDON R. STRONG

(1909-1969)



October 27, 2014

SENT VIA U.S. MAIL & EMAIL

Michael C. Van
SHUMWAY VAN & HANSEN
8985 S Eastern Ave., Ste. 100
Las Vegas, NV 89123-4852
michael@shumwayvan.com

Re: *Innovative Staffing, Inc. v. ISHR LLC*
Proceeding No. 91214407

Dear Michael,

Enclosed please find additional documents produced by Innovative Staffing, Inc. regarding the above-referenced matter. These are bates numbered ISHR00230-00242. We also noticed that we still have not received your initial disclosures. Please provide those as soon as possible.

Very truly yours,

STRONG & HANNI

Casey W. Jones

CWJ:cb

EXHIBIT O

infinisourcehr.com registry whois

Updated 2 hours ago - Refresh

Domain Name: INFINSOURCEHR.COM
Registrar: GODADDY.COM, LLC
Whois Server: whois.godaddy.com
Referral URL: http://registrar.godaddy.com
Name Server: NS29.DOMAINCONTROL.COM
Name Server: NS30.DOMAINCONTROL.COM
Status: clientDeleteProhibited
Status: clientRenewProhibited
Status: clientTransferProhibited
Status: clientUpdateProhibited
Updated Date: 20-nov-2013
Creation Date: 05-dec-2007
Expiration Date: 05-dec-2015

infinisourcehr.com registrar whois

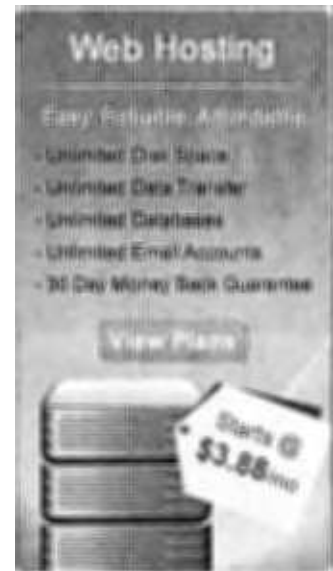
Updated 2 hours ago

Domain Name: INFINSOURCEHR.COM
Registry Domain ID: 1348555785_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2013-11-20 09:33:58
Creation Date: 2007-12-05 13:19:38
Registrar Registration Expiration Date: 2015-12-05 13:19:38
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: **abuse@godaddy.com**
Registrar Abuse Contact Phone: +1.480-624-2505
Domain Status: clientTransferProhibited
Domain Status: clientUpdateProhibited
Domain Status: clientRenewProhibited
Domain Status: clientDeleteProhibited
Registry Registrant ID:
Registrant Name: Heather Hewlett
Registrant Organization: Infinisource, Inc.
Registrant Street: 13024 Ballantyne Corporate Place
Registrant Street: Suite 400
Registrant City: Charlotte
Registrant State/Province: North Carolina
Registrant Postal Code: 28277
Registrant Country: United States
Registrant Phone: +1.5172786384
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: **hhewlett@infinisource.com**
Registry Admin ID:
Admin Name: Heather Hewlett
Admin Organization: Infinisource, Inc.
Admin Street: 13024 Ballantyne Corporate Place
Admin Street: Suite 400
Admin City: Charlotte
Admin State/Province: North Carolina
Admin Postal Code: 28277
Admin Country: United States
Admin Phone: +1.5172786384
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: **hhewlett@infinisource.com**
Registry Tech ID:
Tech Name: Heather Hewlett
Tech Organization: Infinisource, Inc.
Tech Street: 13024 Ballantyne Corporate Place
Tech Street: Suite 400
Tech City: Charlotte
Tech State/Province: North Carolina
Tech Postal Code: 28277
Tech Country: United States
Tech Phone: +1.5172786384
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: **hhewlett@infinisource.com**
Name Server: NS29.DOMAINCONTROL.COM
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DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>
Last update of WHOIS database: 2014-11-25T15:00:00Z

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Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

related domain names

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EXHIBIT P



124 West Allegan Street, Suite 1000
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T (517) 482-5800 F (517) 482-0887
www.fraserlawfirm.com

Mary M. Moyne
MMoyne@fraserlawfirm.com
(517) 377-0852

July 16, 2009

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Scott W. Hansen, Esq.
Lewis Hansen Waldo & Pleshe
Eight East Broadway
Salt Lake City, UT 84111

Certified Article Number

7160 3901 9845 0102 7609

SENDER'S RECORD

Re: InfiniSource, LLC

Dear Mr. Hansen:

We represent Infnisource, Inc. (Infnisource) in its intellectual property matters. Infnisource is a major corporation which has been in business since 1986. Our client is a nationwide provider of benefits administration and compliance services and has built up a very good reputation for providing quality services.

Infnisource is the owner of Federal Registration No. 2,846,062 for INFINISOURCE® for administration of employee benefit programs for employers and employees. Our client has been using the mark INFINISOURCE® for its services – which include payroll, human resources and other related areas – since at least as early as 2003. The mark INFINISOURCE® has been and is currently widely advertised at significant expense to our client. As a result of such investment, the INFINISOURCE® mark has become very familiar to our client's customers.

It has recently come to our client's attention that your client, Infnisource, LLC located in Midvale, Utah (Infnisource of Midvale) is using the mark INFINISOURCE for its human resource and regulatory compliance services. Infnisource of Midvale's unauthorized use of an identical mark in connection with services directed toward the same types of customers and through the same channels of trade as our client's services will certainly cause confusion, or cause mistake or deceive in violation of our client's federally protected trademark rights under 15 U.S.C. §1114. In addition to violating our client's federal rights, such use of an identical mark can constitute deceptive business and trade practices, unfair competition and dilution under federal, state and common law.

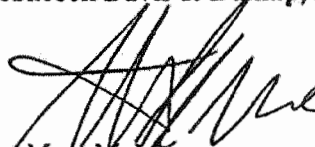
Scott W. Hansen, Esq.
Lewis Hansen Waldo & Pleshe
July 16, 2009
Page 2

We therefore demand that Infinisource of Midvale cease and desist all use of INFINISOURCE on all services. In addition, we demand that your client cease offering any services and refrain from distributing or disseminating any marketing or promotional materials, including advertisements on its website or metatags for use by Internet search engines, which include the mark INFINISOURCE or any confusingly similar marks.

You must confirm in writing within fourteen (14) days of the date of this letter (by July 30, 2009) that Infinisource of Midvale has complied with our demands. If we do not hear from you within the next two (2) weeks, we will have no option but to recommend that our client consider further action against your client.

Very truly yours,

Fraser Trebilcock Davis & Dunlap, P.C.



Mary M. Moyné

MMM/dkl

cc: Rich Glass, J.D.

EXHIBIT Q

FILED
U.S. DISTRICT COURT

2009 AUG 24 P 3:25

DISTRICT OF UTAH

BY: _____
DEPUTY CLERK

TONI L. HARRIS (P-63111) (*pro hac vice pending*)
J.J. BURCHMAN (P-66181) (*pro hac vice pending*)
FRASER TREBILCOCK DAVIS & DUNLAP, P.C.
124 W. Allegan Street, Suite 1000
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jburchman@fraserlawfirm.com

JOHN E. DELANEY (Utah Bar No. 8481)
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Salt Lake City, UT 84111
Telephone: (801) 532-1234
Facsimile: (801) 536-6111

Attorneys for Infinisource, Inc.

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH**

INFINSOURCE, INC.,

Plaintiff,

vs.

INFINSOURCE, L.L.C.,

Defendant.

VERIFIED COMPLAINT

Case: 2:09-cv-00744
Assigned To : Campbell, Tena
Assign. Date : 08/24/2009
Description: Infinisource Inc. v. Infini
source LLC

Plaintiff, Infinisource, Inc. ("Infinisource"), for its Complaint, hereby alleges and asserts as follows:

1. This is an action for federal trademark infringement, federal unfair competition and federal trademark dilution in violation of the Federal Lanham Act, 15 U.S.C. § 1051, *et seq.*; cybersquatting in violation of the Anti-Cybersquatting Consumer Protection Act, 15 U.S.C.

§ 1125(d); common law trademark infringement; and state unfair competition in violation of Utah Code § 13-5a-101, *et seq.*, against Defendant Infinisource, L.L.C. (“Defendant”) for its commercial use and exploitation of Infinisource’s INFINISOURCE® trademark on or in connection with its human resource services business. Infinisource hereby seeks (1) injunctive relief against Defendant’s continued unauthorized and improper commercial use and exploitation of any trademark confusingly similar to Plaintiff’s INFINISOURCE® trademarks on or in connection with the sale of any human resource goods and/or services including, but not limited to, COBRA compliance, employee benefits administration and payroll services; and (2) all damages arising from Defendant’s past and present infringement and reimbursement of Infinisource’s attorney fees and costs for having to bring this suit to enforce its trademark rights.

I. PARTIES

2. Plaintiff Infinisource is a Michigan corporation with its principal place of business located at 15 East Washington Street, Coldwater, Michigan 49036.

3. Upon information and belief, Defendant Infinisource, L.L.C. (“Infinisource LLC”) is a limited liability company organized under the laws of the State of Utah with its principal place of business located at 6770 South 900 East, Suite 201, Midvale, Utah 84047.

II. JURISDICTION AND VENUE

4. This Court has jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a) over the federal trademark infringement and dilution claims, which arise under the Federal Lanham Act, 15 U.S.C. §§ 1051, *et seq.*, and over the anti-cybersquatting claim, which arises under the Anti-Cybersquatting Consumer Protection Act, 15 U.S.C. 1125(d); and has

jurisdiction pursuant to 28 U.S.C. §§ 1338(b) and 1367 over the state unfair competition and common law trademark infringement claims.

5. Upon information and belief, this Court has personal jurisdiction over Defendant since Defendant was organized under the laws of Utah and thereby resides in this State.

6. Upon information and belief, venue is proper in the District Court of Utah as to Defendant pursuant to 28 U.S.C §§ 1391(b) and (c) because Defendant was organized under the laws of Utah and thereby resides in this State and has transacted business in this District during times relevant to this action, including a substantial part of the events giving rise to the claims Infinisource alleges and asserts herein.

III. BACKGROUND FACTS

A. Infinisource's Trademark

7. Infinisource has been using the INFINSOURCE® trademark continuously since at least 2003 in connection with human resource-related services including, but not limited to, COBRA compliance, employee benefits administration, HIPAA compliance, fringe benefit administration, wellness program administration, human resource products and Medicare Part D administration, among other human resource-related services.

8. On or about February 15, 2005, Infinisource reserved the domain name www.infinisource.net.

9. Infinisource provides services to hundreds of clients in the State of Utah, and thousands more throughout the United States.

10. Infinisource has conducted seminars in Utah at least once per year from 2001 to present.

11. On or about October 28, 2002, Plaintiff filed an intent-to-use application on the INFINISOURCE trademark, which constitutes constructive use of the mark by Plaintiff Infinisource.

12. On or about May 25, 2004, the INFINISOURCE trademark was registered with the United States Patent and Trademark Office (“USPTO”) (Reg. No. 2,846,062) to Plaintiff Infinisource relative to the administration of employee benefit programs for employers and employees.

13. The INFINISOURCE trademark is neither suggestive nor descriptive.

14. The INFINISOURCE trademark is an arbitrary and/or fanciful mark and, therefore, inherently distinctive and entitled to the widest ambit of protection from infringing uses.

15. On May 25, 2009, the INFINISOURCE trademark became incontestable.

16. On or about June 1, 2008, Infinisource began offering payroll processing services under its INFINISOURCE trademark.

17. Payroll processing services are complementary with, closely related to, and within the natural zone of expansion of, employee benefit programs.

B. Defendant’s Infringing Use and Interference

18. Upon information and belief, Defendant Infinisource LLC is engaged in the human resource business and provides human resources outsourcing, regulatory compliance, employee handbook, recruiting, temporary staffing, benefit plans, payroll services, COBRA administration and other human resource-related services.

19. On or about October 1, 2007, Defendant registered Infinisource, L.L.C. as a limited liability company in the State of Utah. See Exhibit A.

20. Upon information and belief, on or about December 5, 2007, Defendant registered the domain name www.infinisourcehr.com for the purpose of promoting and selling its human resource-related services. See Exhibit B.

21. Upon information and belief, Defendant has been and is currently using the INFINISOURCE trademark on or in connection with providing human resource-related services, without any authorization from Plaintiff Infinisource.

22. Upon information and belief, Infinisource LLC has offered for sale and has made sales of its human resource-related services using the INFINISOURCE trademark to consumers in this judicial district and throughout in the State of Utah in direct competition with Plaintiff Infinisource.

23. Upon information and belief, Defendant used the INFINISOURCE trademark in connection with human resource-related services with full knowledge of Plaintiff Infinisource's ownership of and senior rights in and to the INFINISOURCE trademark.

24. Defendant's use of the mark INFINISOURCE is identical in both sound and appearance to the INFINISOURCE trademark registered to Plaintiff.

25. On or about July 7, 2009, Infinisource notified Defendant that its use of the INFINISOURCE mark infringes on Plaintiff Infinisource's trademark rights and demanded that Defendant cease and desist from all further use of the INFINISOURCE trademark. Defendant refused and instructed Plaintiff to contact its legal counsel.

26. On July 16, 2009, Infinisource's legal counsel sent a cease and desist letter to Infinisource LLC's counsel, demanding that Defendant cease and desist from all further use of the INFINISOURCE trademark.

27. To date, Infinisource LLC has refused to cease utilizing the INFINISOURCE trademark.

FIRST CAUSE OF ACTION
FEDERAL TRADEMARK INFRINGEMENT

28. Plaintiff incorporates by reference paragraphs 1 through 27 above as if fully repeated herein.

29. This claim is against Defendant for trademark infringement in violation of Sections 32 and 43(a) of the Lanham Act, 15 U.S.C. §§ 1114(1)(a) and 1125(a), respectively.

30. Upon information and belief, Defendant has used, is using and intends to continue using now and in the future in commerce the term INFINISOURCE as a trademark for its human resource-related business and services in such a way as will likely cause confusion or mistake, or will likely deceive the public in relation to their services being associated or identified or being the same as those of Plaintiff Infinisource.

31. Plaintiff Infinisource never consented to or authorized Defendant's adoption or commercial use of the INFINISOURCE trademark for sales of the aforementioned services.

32. Defendant has infringed and is infringing the INFINISOURCE trademark in violation of Sections 32 and 43(a) of the Lanham Act, 15 U.S.C. §§ 1114 and 1125(a), respectively.

33. The INFINISOURCE trademark is very strong after years of successful marketing, significant sales volume and widespread recognition. Defendant likewise sells human

resource-related services under the INFINISOURCE trademark and shares such similar marketing channels as to cause a likelihood of confusion. These factors indicate that Defendant adopted the INFINISOURCE trademark intending to ride on the goodwill and reputation of Plaintiff Infinisource.

34. Upon information and belief, at all times relevant to this action, including when Defendant first adopted the INFINISOURCE trademark and commenced their commercial use of the mark in connection with human resource-related services, Defendant knew of the prior adoption and widespread commercial use of the INFINISOURCE trademark on Plaintiff Infinisource's human resource-related services and knew of the valuable goodwill and reputation acquired by Plaintiff Infinisource in connection with the INFINISOURCE trademark and services. Defendant's infringement of the INFINISOURCE trademark is therefore willful and deliberate.

35. Plaintiff Infinisource has no control over the composition and quality of the infringing services sold by Defendant. Upon information and belief, Defendant's use of the INFINISOURCE trademark is likely to cause confusion and mistake and the deception of purchasers as to the source of origin of Defendant's infringing services. Defendant's continued unauthorized use of the INFINISOURCE trademark will likely cause confusion as to source and will most assuredly cause harm to Plaintiff Infinisource's valuable goodwill and reputation, which it has developed at great expense.

36. The goodwill of Plaintiff Infinisource's business under the INFINISOURCE trademark is of enormous value, and Plaintiff will suffer irreparable harm should Defendant's

infringement be allowed to continue to the great detriment of Plaintiff Infinisource's reputation and goodwill. Defendant's infringement will continue unless enjoined.

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendant, in whatever amount which Plaintiff may be found entitled, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, preliminary and permanent injunctive relief against any further use of Plaintiff's INFINISOURCE trademark or any colorable imitation that might give rise to a likelihood of confusion.

SECOND CAUSE OF ACTION
COMMON LAW TRADEMARK INFRINGEMENT

37. Plaintiff incorporates by reference paragraphs 1 through 36 above as if fully repeated herein.

38. This claim is against Defendant for common law trademark infringement.

39. In addition to the federal registration owned by Plaintiff Infinisource as set forth above, Infinisource owns and uses the INFINISOURCE trademark and enjoys common law rights in Utah and throughout the United States in and to the INFINISOURCE trademark on services set forth above, and thus these rights are senior and superior to any rights which Defendant may claim in and to the INFINISOURCE mark in connection with its infringing services.

40. Defendant's use of the INFINISOURCE trademark for its services is intentionally designed to mimic Plaintiff Infinisource's use of its INFINISOURCE mark in connection with its services so as to likely cause confusion regarding the source of Defendant's services, in that

purchasers thereof will be likely to associate such services with or as approved by Plaintiff Infinisource, all to the detriment of Plaintiff.

41. Defendant's infringement will continue unless enjoined.

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendant, in whatever amount which Plaintiff may be found entitled, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, preliminary and permanent injunctive relief against any further use of Plaintiff's INFINISOURCE trademark or any colorable imitation that might give rise to a likelihood of confusion.

THIRD CAUSE OF ACTION
FEDERAL TRADEMARK DILUTION

42. Plaintiff incorporates by reference paragraphs 1 through 41 above as if fully repeated herein.

43. As a result of the duration and extent of use of the INFINISOURCE trademark, the duration and extent of the advertising and publicity of the INFINISOURCE trademark, the geographical extent of the distribution of the same, the superior quality of Infinisource's services, and the degree of recognition of the INFINISOURCE trademark, the INFINISOURCE mark has achieved an extensive degree of distinctiveness and is a famous trademark.

44. As a result of Defendant's use and registration of the INFINISOURCE mark, Defendant is diluting the distinctive quality of the INFINISOURCE trademark.

45. Plaintiff Infinisource will suffer irreparable harm should Defendant's illegal acts be allowed to continue to the great detriment of Plaintiff's reputation and goodwill. Defendant's acts will continue unless enjoined.

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendant, in whatever amount which Plaintiff may be found entitled, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, preliminary and permanent injunctive relief against any further use of Plaintiff's INFINISOURCE trademark or any colorable imitation that might dilute the distinctive quality of the INFINISOURCE trademark.

FOURTH CAUSE OF ACTION
FEDERAL UNFAIR COMPETITION

46. Plaintiff incorporates by reference paragraphs 1 through 45 above as if fully repeated herein.

47. The INFINISOURCE trademark has become uniquely associated with, and hence identifies, Plaintiff Infinisource. Defendant's use of the INFINISOURCE trademark constitutes a false designation of origin, or a false representation. Further, it wrongfully and falsely designates Defendant's services as originating from or connected with Plaintiff Infinisource and constitutes utilizing false descriptions or representations in interstate commerce.

48. The conduct of Defendant is likely to cause mistake, to deceive, and confuse members of the public who would be wrongfully led to believe that Defendant is associated with Plaintiff Infinisource, thereby depriving Plaintiff of its valid trademark rights.

49. Upon information and belief, Defendant, in adopting the INFINISOURCE trademark, has acted willfully and with full knowledge of Plaintiff Infinisource's rights in the INFINISOURCE trademark, and has used this false designation of origin and description in contravention of 15 U.S.C. § 1125(a).

50. The continued unauthorized use by Defendant of the confusingly identical trademark in relation to the sale and offer for sale of human resource-related services is likely to cause confusion and deception of the public and lead consumers and potential consumers to erroneously associate the services of Defendant with Plaintiff Infinisource and/or to erroneously believe that the services of Defendant are being placed on the market with the consent and authority of Plaintiff Infinisource, as a result of which, the continued use by Defendant of the INFINISOURCE trademark has caused and, unless restrained, will continue to cause serious and irreparable injury to Plaintiff Infinisource.

51. By reason of the foregoing, Plaintiff Infinisource has been injured in an amount not yet ascertained.

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendant, in whatever amount which Plaintiff may be found entitled, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, preliminary and permanent injunctive relief against any further use of Plaintiff's INFINISOURCE trademark or any colorable imitation that might give rise to a likelihood of confusion.

FIFTH CAUSE OF ACTION
STATE AND COMMON LAW UNFAIR COMPETITION

52. Plaintiff incorporates by reference paragraphs 1 through 51 above as if fully repeated herein.

53. This claim is against Defendant for unfair competition in violation of the Utah Code § 13-5a-101, *et seq.*, and common law.

54. The INFINISOURCE trademark is wholly associated with Plaintiff Infinisource due to its extensive marketing efforts, sales successes, and pervasive use thereof and as such, Plaintiff has developed valuable assets in the INFINISOURCE trademark and its human resource-related services sold under the INFINISOURCE mark. It is only fair and legitimate that Plaintiff Infinisource be able to continue its business without unfair, improper, unauthorized and illegal interference by Defendant as alleged herein.

55. Defendant's conduct, as alleged herein, is unlawful and unfair, has lead to a material diminution in value of intellectual property owned by Plaintiff Infinisource, and constitutes unfair competition in violation of the Utah Code §§ 13-5a-102 and 103.

56. The aforesaid acts of unfair competition undertaken by Defendant were intentionally and knowingly performed and directed toward perpetuating a business competing unfairly with Plaintiff Infinisource and were done with willful disregard for the rights of Plaintiff Infinisource.

57. By reason of Defendant's acts of unfair competition, Plaintiff Infinisource has suffered and will continue to suffer irreparable injury unless and until this Court enters an order enjoining Defendant from any further acts of unfair competition. Defendant's continuing acts of unfair competition, unless enjoined, will cause irreparable damage to Plaintiff Infinisource in that it will have no adequate remedy at law to compel Defendant to cease such acts, and no way to

determine its losses proximately caused by such acts of Defendant. Plaintiff Infinisource will also be compelled to prosecute a multiplicity of actions, one action each time Defendant commits such acts, and in each such action it will still be extremely difficult to ascertain the amount of compensation which will afford Infinisource adequate relief. Plaintiff Infinisource is therefore entitled to a preliminary injunction and a permanent injunction against further infringing conduct by Defendant.

58. As a direct and proximate result of the aforesaid acts of unfair competition, Defendant has wrongfully taken Infinisource's profits and the benefit of its creativity and investment of time, energy and money. Defendant should therefore disgorge all profits from the sale of infringing services and further should be ordered to perform full restitution to Plaintiff Infinisource as a consequence of Defendant's infringing activities.

59. Upon information and belief, Defendant's use of the INFINISOURCE trademark was willful and with full knowledge of the unauthorized use thereof.

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendant, in whatever amount which Plaintiff may be found entitled, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, preliminary and permanent injunctive relief against any further use of Plaintiff's INFINISOURCE trademark or any colorable imitation that might give rise to a likelihood of confusion.

SIXTH CAUSE OF ACTION
ANTI-CYBERSQUATTING CONSUMER PROTECTION ACT

60. Plaintiff incorporates by reference paragraphs 1 through 59 above as if fully repeated herein.

61. This claim is against Defendant for cybersquatting in violation of 15 U.S.C. § 1125(d).

62. Plaintiff's INFINISOURCE trademark was distinctive at the time Defendant registered the domain name www.infinisourcehr.com in 2007.

63. The domain name www.infinisourcehr.com is confusingly similar to the INFINISOURCE trademark owned by Plaintiff.

64. Defendant registered the domain name www.infinisourcehr.com in bad faith.

65. At the time Defendant registered the domain name www.infinisourcehr.com, nearly four years after Plaintiff's INFINISOURCE trademark was registered by the USPTO, Defendant lacked any reasonable grounds to believe that the use of the domain name was a fair use or otherwise lawful in connection with human resource-related services.

66. Upon information and belief, Defendant registered the domain name www.infinisourcehr.com for the purpose of promoting and selling its human resource-related services with the intention to profit therefrom.

67. Defendant is liable for violation of the Anti-Cybersquatting Protection Act, 15 U.S.C. § 1125(d).

68. Defendant's use of Plaintiff's trademark was and continues to be willful and deliberate.

69. As a direct and proximate result of Defendant's willful and bad faith use of the accused domain name, as described herein, Plaintiff Infinisource is entitled to an award of actual damages and profits or statutory damages under 15 U.S.C. § 1117(d) and injunctive relief requiring Defendant to transfer the accused domain name to Plaintiff Infinisource under 15 U.S.C. § 1125(d)(1)(C).

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendant and award Plaintiff \$100,000 in statutory damages, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, preliminary and permanent injunctive relief against any further use of Plaintiff's INFINISOURCE trademark or any colorable imitation that might give rise to a likelihood of confusion, including transfer of the accused domain name to Plaintiff.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter a judgment in favor of Plaintiff Infinisource and against Defendant providing the following relief:

1. An Order permanently enjoining Defendant, its officers, agents, servants, employees, attorneys, and all persons in active concert or participating with any of them, from:
 - a) committing any further acts of trademark infringement;
 - b) using any term that is likely to be confused with the INFINISOURCE trademark;
 - c) representing directly or indirectly in any form or manner whatsoever that any product or service is associated with or approved by Plaintiff Infinisource when, in fact, it is not;

d) passing off or inducing or enabling others to sell or pass off any non-Plaintiff Infinisource service as a Plaintiff Infinisource service or as a service endorsed or approved by Plaintiff Infinisource; and

e) committing any other act calculated to compete unfairly with Plaintiff Infinisource in any manner;

2. An order requiring Defendant to effectuate a transfer of the domain name www.infinisourcehr.com, and any other domain name owned by Defendant that is likely to be confused with the INFINISOURCE trademark;

3. An order awarding to Infinisource damages in an amount to be proven at trial, reflecting the amount that Infinisource has been harmed by Defendant's infringements and unfair business practices;

4. An order for an accounting and disgorgement of Defendant's profits from its infringing and unfair business activity;

5. A finding that Defendant has willfully and deliberately committed acts of trademark infringement against Infinisource;

6. An order trebling such damages against Defendant;

7. An order for attorney fees and cost incurred by Infinisource in having to bring and sustain this action for the legal enforcement of its trademark and business rights against Defendant;

8. An order for punitive damages against Defendant;

9. Such other and further equitable and legal relief as the Court may deem appropriate.

VERIFICATION

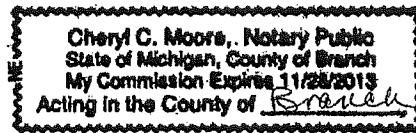
Richard Glass, first being duly sworn, deposes and states that he is the Chief Compliance Officer of Infinisource, Inc., the Plaintiff in the above-captioned action; that he has read the foregoing Verified Complaint and knows the contents thereof; and that the statements of fact above are true to the best of his knowledge, information and belief.



RICHARD GLASS

Sworn to and subscribed before me
this the 24th day of August, 2009.

Cheryl Moore
_____, Notary Public
Branch County, State of MI
My commission expires: 11/28/13
Acting in the County of Branch



DATED this 24th day of August, 2009.

PARSONS BEHLE & LATIMER

By: /s/ John E. Delaney

John E. Delaney

Toni L. Harris

J.J. Burchman

FRASER TREBILCOCK DAVIS & DUNLAP, P.C.

Attorneys for Plaintiff Infinisource, Inc.

EXHIBIT A



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Utah Department of
Commerce

Business Entity Search

[? Help](#)

Name	Type	City	Status
INFINISOURCE, L.L.C.	Limited Liability Company	Salt Lake City	Active
Business Name:	INFINISOURCE, L.L.C.		
Entity Number:	6768408-0160		
Registration Date:	10/01/2007		
State of Origin:			

Address

1338 S FOOTHILL DR, NO 333
Salt Lake City, UT 84108

Status

Status:	Active
Status Description:	Good Standing
This Status Date:	10/01/2007
Last Renewed:	09/29/2008
License Type:	LLC - Domestic
Delinquent Date:	10/01/2009

Registered Agent

Registered Agent:	LEO HOWELL
	[Search BES] [Search RPS]
Address Line 1:	1338 S FOOTHILL DR, NO 333
Address Line 2:	
City:	Salt Lake City
State:	UT
Zip:	84108

Additional Information

NAICS Code:	9999
NAICS Title:	9999-Nonclassifiable Establishment

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EXHIBIT B

http://whois.domaintools.com/infinisourcehr.com

TrafficZ DomainTools LeaseThis.com

Show Summary_View

Guest! Login/Join



Ads by Google

HR Management Soutlion
HR solutions that improve
your business performance. Free
Analysis
www.DynamicHR.com

HR Metrics Tracking
Manage your HR metrics with
ease. Learn how in this free
white paper.
www.cognos.com/workforce

Hr payroll software
Efficient HR & Payroll W/
Sage Abra HR Software. View
Full Demo.
www.SageAbra.com



Google

Search

InfiniSourceHr.com Whois Record (Infini Source Hr)

Domain name

Whois

For Sale: InfiniRack.com (\$479.00) | InfiniBooks.com (\$500.00) | InfiniThought.com (\$399.00) | InfiniArt.com (\$788.00) | More

Front Page Information

Website Title: InfiniSource, LLC

Title Relevancy: 100%

SEO Score: 69%

Pages: 122 (Unique: 88, Unked: 15)

Images: 8 (Alt tags missing: 8)

Links: 7 (Internal: 7, Outbound: 0)

About Us: Wiki article on Infinisourcehr.com

Indexed Data

Alerts Trend/Rank: #14,922,415: Down 601 ranks over the last three months.

Registry Data

ICANN Registrar: NETWORK SOLUTIONS, LLC.

Created: 2007-12-05

Expires: 2009-12-05

Updated: 2008-01-04

Registrar Status: clientTransferProhibited

Name Server: NS15.WORLDDNIC.COM (has 2,895,383 domains)

Name Server: NS16.WORLDDNIC.COM (has 2,895,383 domains)

Whois Server: whois.networksolutions.com

Server Data

Server Type: Microsoft-IIS/6.0

IP Address: 205.178.152.35 Whois | Reverse-IP | Ping | DNS Lookup | Traceroute

IP Location: Virginia - Herndon - Network Solutions LLC

Response Code: 200

Domain Status: Registered And Active Website

DomainTools Exclusive

Registrar History: 1 registrar

NS History: 1 change on 2 unique name servers over 2 years.

IP History: 3 changes on 4 unique name servers over 2 years.

Whois History: 11 records have been archived since 2007-12-07.

Reverse IP: 1,225 other sites hosted on this server.

Monitor Domain: Set Free Alerts on

Add Missing Thumbnail:

Queue Thumbnail For Addition

Ads by Google

Hr Department
Earn an HR Certificate Online
From eCornell University in 12 Weeks!
www.College-Net.com

HR Strategy and Planning
HR Best Practices and Strategies Most
Comprehensive Info Available
www.shmsolutions.org

Hr software
Streamline HR & Payroll Admin.
Save Time & Money. Learn More Here!
www.SageAbra.com

SEO Text Browser

SEO Text Browser

Discover InfiniSource
InfiniSource proudly provides
InfiniSource provides
strategic human resources outsourcing for medium to large employers.
http://www.infinisourcehr.com

Registered C
or Employee
You must be
registered C
or Employee
continue. If y
Outsourcing would like a
Regulatory demonstration
Compliance need support
Employee please call o
Handbooks office:
Safety (877) 565-30
Merch See Benefits

Disable SEO Text Browser (Beta)

Other TLDs

.com .net .org .biz .info .us

Symbol Key

Show Key

<http://whois.domaintools.com/infinisourcehr.com>

infinisourcehr.com

Free Tool  Download DomainTools for Windows

Whois Record

Registrant:
 Whatley, Kim
 Infinisource
 6770 South 900 East Suite 201
 Midvale, UT 84047
 US

Domain Name: **INFINISOURCEHR.COM**

Administrative Contact, Technical Contact:
 Whatley, Kim
kim@infinisourcehr.com

Infinisource
 6770 South 900 East Suite 201
 Midvale, UT 84047
 US
 999-999-9999

Record expires on 05-Dec-2009.
 Record created on 05-Dec-2007.
 Database last updated on 19-Aug-2009 11:08:17 EDT.

Domain servers in listed order:

NS15.WORLDMIC.COM	205.178.190.8
NS16.WORLDMIC.COM	205.178.144.8

Domains for Sale

Domain	Price
InfiniArt.com	\$788.00
InfiniThought.com	\$399.00
InfiniNano.com	\$199.00
InfiniBooks.com	\$500.00
InfiniTube.de	\$188.00
InfiniGraphics.com	\$688.00
InfiniGracing.com	\$100.00
InfiniRack.com	\$479.00

Compare Similar Domains

Domain	Created
In Fi	1999-09-29
In F Ho Tik	1999-10-06
In Fi - Group	2001-10-15
In F Hot E P	2003-01-31
In F Ho Te P Conseil	2003-01-31
In F Hot E P Consulting	2003-01-31
In Fi - Hp	2003-05-06
In F Ho Te P - Conseil	2004-01-26
In F Hot E P - Consultin...	2004-01-26
In Fi - Med	2004-09-17
In Fi - Acme	2004-10-19
In Fi - Jp	2005-10-23
In Fi - Energy	2006-01-25
In F Hot Hep	2006-04-21
In Fi - Grid	2006-04-22

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JS 44
(Rev. 3/99)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
INFINISOURCE, INC.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF BRANCH COUNTY, MI
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS
INFINISOURCE, L.L.C.

FILED
U.S. DISTRICT COURT

2009 AUG 24 P 3:25

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT SALT LAKE COUNTY, UT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
JOHN E. DELANEY
PARSONS BEHLE & LATIMER
201 SOUTH MAIN STREET#1800
SALT LAKE CITY, UT 84111

ATTORNEYS (IF KNOWN)
DEPUTY CLERK

209CV744 TC

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES		
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Rugs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC/Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions	
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

FEDERAL TRADEMARK INFRINGEMENT, UNFAIR COMPETITION, DILUTION AND CYBERSQUATTING UNDER THE LANHAM ACT AND RELATED STATE LAW

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:
JURY DEMAND: YES NO

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____

DATE: 8/24/09

SIGNATURE OF ATTORNEY OF RECORD:

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING FFP _____ JUDGE _____

Case: 2:09-cv-00744
Assigned To : Campbell, Tena
Assign. Date : 08/24/2009
Description: Infinisource Inc. v. Infinisource LLC

EXHIBIT R

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85189454

Filing Date: 12/02/2010

*NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
MARK INFORMATION	
*MARK	<u>INFINISOURCE INSURANCE GROUP</u>
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	INFINISOURCE INSURANCE GROUP
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	INFINISOURCE, LLC
DBA/AKA/TA/FORMERLY	DBA ISHR
*STREET	6770 S. 900 E.
*CITY	MIDVALE
*STATE (Required for U.S. applicants)	Utah
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	84047
LEGAL ENTITY INFORMATION	

*TYPE	LIMITED LIABILITY COMPANY
* STATE/COUNTRY WHERE LEGALLY ORGANIZED	Utah
GOODS AND/OR SERVICES AND BASIS INFORMATION	
* INTERNATIONAL CLASS	035
IDENTIFICATION	Promotion of financial and insurance services, on behalf of third parties
* FILING BASIS	SECTION 1(b)
* INTERNATIONAL CLASS	036
IDENTIFICATION	Administration of employee benefit plans concerning insurance and finance; Administration of employee welfare benefit plans concerning insurance and finance; Advisory services in the field of employee benefits for group healthcare and business insurance offered to employees in addition to standard benefits such as medical, dental, life insurance including short term disability, long term disability, cancer insurance, accidental death & dismemberment; Assessing insurance claims; Claims adjustment in the field of insurance; Claims administration services in the field of health insurance; Consulting and information concerning insurance; Electronic processing of insurance claims and payment data; Insurance administration; Insurance administration in the field of health, life, and disability.; Insurance administration services, namely, assisting others with adjusting insurance claims; Insurance administration services, namely, assisting others with collecting insurance premiums; Insurance agencies; Insurance agency and brokerage; Insurance and financial information and consultancy services; Insurance brokerage; Insurance brokerage in the field of health, life, and disability.; Insurance brokerage services; Insurance carrier services; Insurance claims administration; Insurance claims processing; Insurance consultancy; Insurance consultation; Insurance information; Insurance information and consultancy; Insurance services, namely, underwriting health, life, and disability insurance;

	Insurance services, namely, underwriting, issuance and administration of health, life, and disability insurance.; Life insurance brokerage; Processing, administering and managing employee benefit plans concerning insurance and finance; Providing a database for tracking, monitoring, and generating reports on information and statistics about patient reimbursement and insurance coverage for pharmaceuticals and medical devices; Providing information in insurance matters; Providing information regarding policy rates for all types of insurance and electronic processing of insurance claims and payment data over a web based computer network; Providing information regarding workers' compensation insurance policy rates
*FILING BASIS	SECTION 1(b)
ADDITIONAL STATEMENTS SECTION	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	
*CONCURRENT USE CLAIM (if applicable)	
DISCLAIMER	No claim is made to the exclusive right to use INSURANCE GROUP apart from the mark as shown.
ATTORNEY INFORMATION	
NAME	Benjamin C. Schramm
FIRM NAME	Shumway Van & Hansen, Chtd
STREET	160 W. Canyon Crest Road
CITY	Alpine
STATE	Utah
COUNTRY	United States
ZIP/POSTAL CODE	84004

PHONE	(801) 216-8885
FAX	(801) 216-8887
EMAIL ADDRESS	ben@shumwayvan.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Regan R. Duckworth; Michael C. Van; Douglas J. Shumway
CORRESPONDENCE INFORMATION	
*NAME	Benjamin C. Schramm
FIRM NAME	Shumway Van & Hansen, Chtd
*STREET	160 W. Canyon Crest Road
*CITY	Alpine
*STATE (Required for U.S. applicants)	Utah
*COUNTRY	United States
*ZIP/POSTAL CODE	84004
PHONE	(801) 216-8885
FAX	(801) 216-8887
*EMAIL ADDRESS	ben@shumwayvan.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	2
FEE PER CLASS	275
*TOTAL FEE PAID	550
SIGNATURE INFORMATION	
* SIGNATURE	/Benjamin Schramm/
* SIGNATORY'S NAME	Benjamin Schramm
* SIGNATORY'S POSITION	Attorney of record, Utah bar member
* DATE SIGNED	12/02/2010

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 85189454

Filing Date: 12/02/2010

To the Commissioner for Trademarks:

MARK: INFINISOURCE INSURANCE GROUP (Standard Characters, see [mark](#))

The literal element of the mark consists of INFINISOURCE INSURANCE GROUP.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, INFINISOURCE, LLC, DBA ISHR, a limited liability company legally organized under the laws of Utah, having an address of

6770 S. 900 E.

MIDVALE, Utah 84047

United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 035: Promotion of financial and insurance services, on behalf of third parties
Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 036: Administration of employee benefit plans concerning insurance and finance; Administration of employee welfare benefit plans concerning insurance and finance; Advisory services in the field of employee benefits for group healthcare and business insurance offered to employees in addition to standard benefits such as medical, dental, life insurance including short term disability, long term disability, cancer insurance, accidental death & dismemberment; Assessing insurance claims; Claims adjustment in the field of insurance; Claims administration services in the field of health insurance; Consulting and information concerning insurance; Electronic processing of insurance claims and payment data; Insurance administration; Insurance administration in the field of health, life, and disability.; Insurance administration services, namely, assisting others with adjusting insurance claims; Insurance administration services, namely, assisting others with collecting insurance premiums; Insurance agencies; Insurance agency and brokerage; Insurance and financial information and consultancy services; Insurance brokerage; Insurance brokerage in the field of health, life, and disability.; Insurance brokerage services; Insurance carrier services; Insurance claims administration; Insurance claims processing; Insurance consultancy; Insurance consultation; Insurance information; Insurance information and consultancy; Insurance services, namely, underwriting health, life, and disability insurance; Insurance services, namely, underwriting, issuance and administration of health, life, and disability insurance.; Life insurance

brokerage; Processing, administering and managing employee benefit plans concerning insurance and finance; Providing a database for tracking, monitoring, and generating reports on information and statistics about patient reimbursement and insurance coverage for pharmaceuticals and medical devices; Providing information in insurance matters; Providing information regarding policy rates for all types of insurance and electronic processing of insurance claims and payment data over a web based computer network; Providing information regarding workers' compensation insurance policy rates
Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

No claim is made to the exclusive right to use INSURANCE GROUP apart from the mark as shown.

The applicant's current Attorney Information:

Benjamin C. Schramm and Regan R. Duckworth; Michael C. Van; Douglas J. Shumway of Shumway Van & Hansen, Chtd

160 W. Canyon Crest Road
Alpine, Utah 84004
United States

The applicant's current Correspondence Information:

Benjamin C. Schramm
Shumway Van & Hansen, Chtd
160 W. Canyon Crest Road
Alpine, Utah 84004
(801) 216-8885(phone)
(801) 216-8887(fax)
ben@shumwayvan.com (authorized)

A fee payment in the amount of \$550 has been submitted with the application, representing payment for 2 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and

that all statements made on information and belief are believed to be true.

Signature: /Benjamin Schramm/ Date Signed: 12/02/2010

Signatory's Name: Benjamin Schramm

Signatory's Position: Attorney of record, Utah bar member

RAM Sale Number: 2887

RAM Accounting Date: 12/03/2010

Serial Number: 85189454

Internet Transmission Date: Thu Dec 02 16:13:05 EST 2010

TEAS Stamp: USPTO/FTK-76.164.24.29-20101202161305410

066-85189454-470b04eacf03ba5b9b378e178d8

a0bf56-CC-2887-20101202154612803684

INFINISOURCE INSURANCE GROUP

EXHIBIT S

2

FILED
U.S. DISTRICT COURT

2010 DEC -9 P 12:42

DISTRICT OF UTAH

BY: _____
DEPUTY CLERK

TONI L. HARRIS (P-63111) (*pro hac vice*)
J.J. BURCHMAN (P-66181) (*pro hac vice pending*)
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Attorneys for Infinisource, Inc.

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH**

INFINISOURCE, INC.,

Plaintiff,

vs.

INFINISOURCE INSURANCE GROUP,
L.L.C., DANIEL P. GEERTSEN, RICK
WHATLEY, AND KIM WHATLEY A/K/A
KIM BOLINDER,

Defendants.

COMPLAINT

Case: 2:10cv01223
Assigned To : Alba, Samuel
Assign. Date : 12/9/2010
Description: Infinisource v.
Infinisource Insurance Group et al

Plaintiff, Infinisource, Inc. ("Infinisource"), for its Complaint, hereby alleges and asserts as follows:

1. This is an action for federal trademark infringement, federal unfair competition and federal trademark dilution in violation of the Federal Lanham Act, 15 U.S.C. § 1051, *et seq.*;

cybersquatting in violation of the Anti-Cybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d); common law trademark infringement; and state unfair competition in violation of Utah Code § 13-5a-101 *et seq.*, against Defendants Infinisource Insurance Group, L.L.C., Daniel P. Geertsen, Rick Whatley and Kim Whatley (collectively, “Defendants”) for their commercial use and exploitation of Infinisource’s INFINSOURCE trademarks on or in connection with their insurance products and services business. Infinisource hereby seeks (1) injunctive relief against Defendants’ continued unauthorized and improper commercial use and exploitation of any trademark confusingly similar to Plaintiff’s INFINSOURCE trademarks on or in connection with the sale of any insurance goods and/or services; and (2) all damages arising from Defendant’s past and present infringement and reimbursement of Infinisource’s attorney fees and costs for having to bring this suit to enforce its trademark rights.

I. PARTIES

2. Plaintiff Infinisource is a Michigan corporation with its principal place of business located at 15 East Washington Street, Coldwater, Michigan 49036.

3. Upon information and belief, Defendant Infinisource Insurance Group, L.L.C. (“IIG”) is a licensed insurance agency with its principal place of business located at 6770 South 900 East, Suite 201, Midvale, Utah 84047. IIG is licensed with the Utah Insurance Department, but is not organized as a valid limited liability company with the State of Utah.

4. Upon a review of the corporate records of the State of Utah, a limited liability company named Infinisource Insurance Group, L.L.C. was formed on October 1, 2007 and voluntarily dissolved on January 12, 2009. To the best of Plaintiff’s knowledge, said company is

not affiliated with or otherwise related to Defendant IIG and does not share common ownership or officers with Defendant IIG.

5. Upon information and belief, Defendant Daniel P. Geertsen (“Geertsen”) is an individual residing in Midvale, Utah.

6. Upon information and belief, Defendant Rick Whatley is an individual residing in Midvale, Utah.

7. Upon information and belief, Defendant Kim Whatley is an individual residing in Midvale, Utah, and is also known, or formerly known, as Kim Bolinder.

8. Defendants Rick and Kim Whatley are the principals of Infinisource LLC, the named defendant in *Infinisource, Inc. v. Infinisource LLC*, Case No. 2:09-cv-0074, currently pending in the United States District Court for the District of Utah before Judge Tena Campbell.

II. JURISDICTION AND VENUE

9. This Court has jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a) over the federal trademark infringement and dilution claims, which arise under the Federal Lanham Act, 15 U.S.C. §§ 1051, *et seq.*, and over the anti-cybersquatting claim, which arises under the Anti-Cybersquatting Consumer Protection Act, 15 U.S.C. 1125(d), and has jurisdiction pursuant to 28 U.S.C. §§ 1338(b) and 1367 over the state unfair competition and common law trademark infringement claims.

10. Upon information and belief, this Court has personal jurisdiction over Defendants since the individual Defendants reside in this State and IIG is registered as an insurance agency with the Utah Insurance Department and thereby resides in this State.

11. Upon information and belief, venue is proper in the District Court of Utah as to Defendants pursuant to 28 U.S.C §§ 1391(b) and (c) because individual Defendants reside in this State and Defendant IIG is registered as an insurance agency with the Utah Insurance Department and thereby resides in this State and all have transacted business in this District during times relevant to this action, including a substantial part of the events giving rise to the claims Infinisource alleges and asserts herein.

III. BACKGROUND FACTS

A. Infinisource's Trademark

12. Infinisource has been using the INFINISOURCE trademarks continuously since at least 2003 in connection with human resource-related services including, but not limited to, COBRA compliance, employee benefits administration, HIPAA compliance, fringe benefit administration, payroll administration, human resource products and other human resource-related services and Medicare Part D administration.

13. On or about February 15, 2005, Infinisource reserved the domain name www.infinisource.net.

14. Infinisource provides services, including without limitation insurance services, to hundreds of clients in the State of Utah, and thousands more throughout the United States.

15. Infinisource has conducted seminars in Utah at least once per year from 2001 to present relating in part to insurance products and services offered or provided by Infinisource.

16. On or about October 28, 2002, Plaintiff filed an intent-to-use application on the trademark INFINISOURCE, which constitutes constructive use of the trademark by Plaintiff Infinisource.

17. On or about May 25, 2004, the trademark INFINISOURCE was registered with the United States Patent and Trademark Office (“USPTO”) (Reg. No. 2,846,062) to Plaintiff Infinisource relative to the administration of employee benefit programs for employers and employees.

18. On May 25, 2009, the trademark INFINISOURCE became incontestable.

19. One of Infinisource’s largest lines of business is administrating COBRA health coverage for companies with insured and self-insured plans.

20. The INFINISOURCE trademarks are neither suggestive nor descriptive.

21. The INFINISOURCE trademarks are arbitrary and/or fanciful trademarks and, therefore, inherently distinctive and entitled to the widest ambit of protection from infringing uses.

22. On or about 2003, Infinisource began offering COBRA administrative services for companies with insured and self-insured plans under its INFINISOURCE trademarks.

23. COBRA health insurance services are complementary with, closely related to, and within the natural zone of expansion of, employee benefit programs.

B. Defendant’s Infringing Use and Interference

24. Upon information and belief, Defendants Kim and Rick Whatley are the founders and only members and owners of Infinisource, L.L.C., a Utah limited liability company also known as ISHR (“ISHR”).

25. Upon information and belief, Defendant Kim Whatley, a/k/a Kim Bolinder registered the domain name www.infinisourcehr.com.

26. Kim Bolinder is the currently listed registrant of the domain name www.infinisourcehr.com. See **Exhibit A**.

27. On August 24, 2009, Infinisource filed a lawsuit against Infinisource, L.L.C. alleging federal trademark infringement, federal unfair competition and federal trademark dilution in violation of the Federal Lanham Act, 15 U.S.C. § 1051, *et seq.*; common law trademark infringement; and state unfair competition in violation of Utah Code § 13-5a-101 *et seq.*, for its commercial use and exploitation of Infinisource's INFINISOURCE trademarks on or in connection with its human resource services business, Case No. 2:09-cv-00744, Judge Tena Campbell presiding (the "Previous Lawsuit").

28. After Infinisource filed the Previous Lawsuit, Infinisource, L.L.C. registered ISHR as a DBA with the State of Utah's corporations division. See **Exhibit B**.

29. During recent negotiations of settlement relating to the Previous Lawsuit, Infinisource learned of the existence of Defendant IIG as a licensed insurance agency having neither an affiliated designee licensee agent nor an appointment with any insurance provider.

30. Upon information and belief, Defendant IIG markets, advertises, offers, writes, and sells insurance products and services, including health insurance products, and other insurance-related goods and services.

31. On or about January 28, 2008, Defendant IIG obtained a State of Utah resident producer license no. 277186 and organization no. 157312 registered as an insurance agency with the Utah Insurance Department to sell Accident & Health, Casualty, Life, Personal Lines, Property and Variable Contracts insurance products. See **Exhibit C**.

32. Prior to January 31, 2010, Brian Rueckert was the sole agent and registered designee licensee for IIG. However, IIG did not have company appointments with any insurance provider and therefore could not write insurance.

33. On or about January 31, 2010, IIG's license lapsed.

34. On or about April 2010, IIG's resident producer license was reinstated.

35. From April 2010 until on or about September 27, 2010, IIG failed to register a designee licensee or any company appointments and therefore could not write insurance.

36. Upon information and belief, Defendants Rick and Kim Whatley are the founders and owners of Defendant IIG.

37. On or about August 31, 2009, Defendant Geertsen registered to sell Accident & Health and Life insurance products with the Utah Insurance Department. See **Exhibit D**.

38. On or about September 27, 2010, Defendant Geertsen registered an affiliation with Defendant IIG with the Utah Insurance Department. See **Exhibit D**.

39. Defendant Geertsen is the only listed insurance agent for IIG.

40. Currently, IIG has not registered any company appointments and therefore cannot write insurance.

41. Upon information and belief, Defendants have been and are currently using trademarks identical to or confusingly similar to the INFINISOURCE trademark on or in connection with providing insurance-related services, without any authorization from Plaintiff Infinisource.

42. Upon information and belief, Defendants have offered for sale and have made sales of its insurance-related services using trademarks identical to or confusingly similar to the

INFINISOURCE trademarks to consumers in this judicial district and throughout the State of Utah in direct competition with Plaintiff Infinisource.

43. Upon information and belief, Defendants used trademarks identical to or confusingly similar to the INFINISOURCE trademarks in connection with insurance-related services with full knowledge of Plaintiff Infinisource's ownership of and senior rights in and to the INFINISOURCE trademarks.

44. Defendants' use of the term Infinisource as a trademark is identical in both sound and appearance to the INFINISOURCE trademarks of Plaintiff.

45. Upon learning of the existence of IIG during discussions related to the Previous Lawsuit, Infinisource notified Defendants that their use of trademarks identical to or confusingly similar to the INFINISOURCE trademarks infringes on Plaintiff Infinisource's trademark rights and demanded that Defendants IIG and the Whatleys cease and desist from all further use a trademark identical to or confusingly similar to the INFINISOURCE trademarks.

46. To date, Defendants IIG and the Whatleys have refused to cease utilizing trademarks identical to or confusingly similar to the INFINISOURCE trademarks.

FIRST CAUSE OF ACTION
FEDERAL TRADEMARK INFRINGEMENT

47. Plaintiff incorporates by reference paragraphs 1 through 44 above as if fully repeated herein.

48. This claim is against Defendants for trademark infringement in violation of Sections 32 and 43(a) of the Lanham Act, 15 U.S.C. §§ 1114(1)(a) and 1125(a), respectively.

49. Upon information and belief, Defendants have used, are using and intend to continue using now and in the future in commerce the term INFINISOURCE as a trademark for

their insurance-related business and services in such a way as will likely cause confusion or mistake, or will likely deceive the public in relation to their services being associated or identified or being the same as those of Plaintiff Infinisource.

50. Plaintiff Infinisource never consented to or authorized Defendants' adoption or commercial use of a trademark identical to or confusingly similar to the INFINISOURCE trademarks for sales of the aforementioned services.

51. Defendants have infringed and are infringing the INFINISOURCE trademarks of Plaintiff in violation of Sections 32 and 43(a) of the Lanham Act, 15 U.S.C. §§ 1114 and 1125(a), respectively.

52. Plaintiff's INFINISOURCE trademarks are very strong after years of successful marketing, significant sales volume and widespread recognition. Defendants sell insurance-related services under the term INFINISOURCE as a trademark and share such similar marketing channels with Plaintiff such as to cause a likelihood of confusion. These factors indicate that Defendants adopted the trademark INFINISOURCE intending to trade-off on the goodwill and reputation of Plaintiff Infinisource.

53. Upon information and belief, at all times relevant to this action, including when Defendants first adopted a trademark identical to or confusingly similar to the INFINISOURCE trademarks, then reinstated IIG's license, and commenced their commercial use of the trademark in connection with insurance-related services, Defendants knew of the prior adoption and widespread commercial use of the INFINISOURCE trademarks on Plaintiff Infinisource's insurance-related services and knew of the valuable goodwill and reputation acquired by Plaintiff

Infinisource in connection with the INFINISOURCE trademarks for its services. Defendants' infringement of the INFINISOURCE trademarks is therefore willful and deliberate.

54. Plaintiff Infinisource has no control over the composition and quality of the infringing services sold by Defendants. Upon information and belief, Defendants' use of a trademark identical to or confusingly similar to the INFINISOURCE trademarks is likely to cause confusion and mistake and the deception of consumers as to the source of origin of Defendants' infringing services. Defendants' continued unauthorized use of a trademark identical to or confusingly similar to the INFINISOURCE trademarks will likely cause confusion as to source and will most assuredly cause harm to Plaintiff Infinisource's valuable goodwill and reputation, which it has developed at great expense.

55. The goodwill of Plaintiff Infinisource's business under the INFINISOURCE trademarks is of enormous value, and Plaintiff will suffer irreparable harm should Defendants' infringement be allowed to continue to the great detriment of Plaintiff Infinisource's reputation and goodwill. Defendants' infringement will continue unless enjoined.

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendants, in whatever amount which Plaintiff may be found entitled, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, temporary, preliminary and permanent injunctive relief against any further use by Defendants of Plaintiff's INFINISOURCE trademarks or any colorable imitation that might give rise to a likelihood of confusion.

SECOND CAUSE OF ACTION
COMMON LAW TRADEMARK INFRINGEMENT

56. Plaintiff incorporates by reference paragraphs 1 through 53 above as if fully repeated herein.

57. This claim is against Defendants for common law trademark infringement.

58. In addition to the federal registration owned by Plaintiff Infinisource as set forth above, Infinisource owns and uses the INFINISOURCE trademarks and enjoys common law rights in Utah and throughout the United States in and to the INFINISOURCE trademarks on services set forth above, and thus these rights are senior and superior to any rights which Defendants may claim in and to the INFINISOURCE trademarks in connection with their infringing services.

59. Defendants' use of the INFINISOURCE trademarks for its services is intentionally designed to mimic Plaintiff Infinisource's use of its INFINISOURCE trademarks in connection with its services so as to likely cause confusion regarding the source of Defendants' services, in that consumers thereof will be likely to associate such services with or as approved by Plaintiff Infinisource, all to the detriment of Plaintiff.

60. Defendants' infringement will continue unless enjoined.

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendants, in whatever amount which Plaintiff may be found entitled, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, temporary, preliminary and permanent injunctive relief against any further use by Defendants of

Plaintiff's INFINISOURCE trademarks or any colorable imitation that might give rise to a likelihood of confusion.

THIRD CAUSE OF ACTION
FEDERAL TRADEMARK DILUTION

61. Plaintiff incorporates by reference paragraphs 1 through 58 above as if fully repeated herein.

62. As a result of the duration and extent of use of the INFINISOURCE trademarks, the duration and extent of the advertising and publicity of the INFINISOURCE trademarks, the geographical extent of the distribution of the same, the superior quality of Plaintiff Infinisource's services, and the degree of recognition of the INFINISOURCE trademarks, the INFINISOURCE trademarks have achieved an extensive degree of distinctiveness and are famous trademarks.

63. As a result of Defendants' use of a trademark identical to or confusingly similar to the INFINISOURCE trademarks, Defendants are diluting the distinctive quality of the INFINISOURCE trademarks.

64. Plaintiff Infinisource will suffer irreparable harm should Defendants' illegal acts be allowed to continue to the great detriment of Plaintiff's reputation and goodwill. Defendants' acts will continue unless enjoined.

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendants, in whatever amount which Plaintiff may be found entitled, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, temporary, preliminary and permanent injunctive relief against any further use by Defendants of

Plaintiff's INFINISOURCE trademarks or any colorable imitation that might dilute the distinctive quality of the INFINISOURCE trademarks.

FOURTH CAUSE OF ACTION
FEDERAL UNFAIR COMPETITION

65. Plaintiff incorporates by reference paragraphs 1 through 62 above as if fully repeated herein.

66. The INFINISOURCE trademarks have become uniquely associated with, and hence identify, Plaintiff Infinisource. Defendants' use of a trademark identical to or confusingly similar to the INFINISOURCE trademarks constitutes a false designation of origin, or a false representation. Further, it wrongfully and falsely designates Defendants' services as originating from or connected with Plaintiff Infinisource and constitutes utilizing false descriptions or representations in interstate commerce.

67. The conduct of Defendants is likely to cause mistake, to deceive, and confuse members of the public who would be wrongfully led to believe that Defendants are associated with Plaintiff Infinisource, thereby depriving Plaintiff of its valid trademark rights.

68. Upon information and belief, Defendants, in adopting a trademark identical to or confusingly similar to the INFINISOURCE trademarks, have acted willfully and with full knowledge of Plaintiff Infinisource's rights in the INFINISOURCE trademarks, and have used this false designation of origin and description in contravention of 15 U.S.C. § 1125(a).

69. The continued unauthorized use by Defendants of the confusingly identical trademark in relation to the sale and offer for sale of insurance-related services is likely to cause confusion and deception of the public and lead consumers and potential consumers to erroneously associate the services of Defendants with Plaintiff Infinisource and/or to erroneously

believe that the services of Defendants are being placed on the market with the consent and authority of Plaintiff Infinisource, as a result of which, the continued use by Defendants of a trademark identical to or confusingly similar to the INFINISOURCE trademarks has caused and, unless restrained, will continue to cause serious and irreparable injury to Plaintiff Infinisource.

70. By reason of the foregoing, Plaintiff Infinisource has been injured in an amount not yet ascertained.

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendants, in whatever amount which Plaintiff may be found entitled, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, temporary, preliminary and permanent injunctive relief against any further use by Defendants of Plaintiff's INFINISOURCE trademarks or any colorable imitation that might give rise to a likelihood of confusion.

FIFTH CAUSE OF ACTION
STATE AND COMMON LAW UNFAIR COMPETITION

71. Plaintiff incorporates by reference paragraphs 1 through 68 above as if fully repeated herein.

72. This claim is against Defendants for unfair competition in violation of the Utah Code § 13-5a-101 *et seq.*, and common law.

73. The INFINISOURCE trademarks are wholly associated with Plaintiff Infinisource due to its extensive marketing efforts, sales successes, and pervasive use thereof and as such, Plaintiff has developed valuable assets in the INFINISOURCE trademarks and its insurance-

related services sold under the INFINISOURCE trademarks. It is only fair and legitimate that Plaintiff Infinisource be able to continue its business without unfair, improper, unauthorized and illegal interference by Defendants as alleged herein.

74. Defendants' conduct, as alleged herein, is unlawful and unfair, has lead to a material diminution in value of intellectual property owned by Plaintiff Infinisource, and constitutes unfair competition in violation of the Utah Code §§ 13-5a-102 and 103.

75. The aforesaid acts of unfair competition undertaken by Defendants were intentionally and knowingly performed and directed toward perpetuating a business competing unfairly with Plaintiff Infinisource and were done with willful disregard for the rights of Plaintiff Infinisource.

76. By reason of Defendants' acts of unfair competition, Plaintiff Infinisource has suffered and will continue to suffer irreparable injury unless and until this Court enters an order enjoining Defendants from any further acts of unfair competition. Defendants' continuing acts of unfair competition, unless enjoined, will cause irreparable damage to Plaintiff Infinisource in that it will have no adequate remedy at law to compel Defendants to cease such acts, and no way to determine its losses proximately caused by such acts of Defendants. Plaintiff Infinisource will also be compelled to prosecute a multiplicity of actions, one action each time Defendants commits such acts, and in each such action it will still be extremely difficult to ascertain the amount of compensation which will afford Infinisource adequate relief. Plaintiff Infinisource is therefore entitled to a preliminary injunction and a permanent injunction against further infringing conduct by Defendants.

77. As a direct and proximate result of the aforesaid acts of unfair competition, Defendants have wrongfully taken Infinisource's profits and the benefit of its creativity and investment of time, energy and money. Defendants should therefore disgorge all profits from the sale of infringing services and further should be ordered to perform full restitution to Plaintiff Infinisource as a consequence of Defendants' infringing activities.

78. Upon information and belief, Defendants' use of a trademark identical to or confusingly similar to the INFINISOURCE trademarks was willful and with full knowledge of the unauthorized use thereof.

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendants, in whatever amount which Plaintiff may be found entitled, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, preliminary and permanent injunctive relief against any further use by Defendants of Plaintiff's INFINISOURCE trademarks or any colorable imitation that might give rise to a likelihood of confusion.

SIXTH CAUSE OF ACTION
ANTI-CYBERSQUATTING CONSUMER PROTECTION ACT

79. Plaintiff incorporates by reference paragraphs 1 through 78 above as if fully repeated herein

80. This claim is against Defendant for cybersquatting in violation of 15 U.S.C. § 1125(d).

81. Plaintiff's INFINSOURCE trademark was distinctive at the time Defendant Kim Whatley a/k/a Kim Bolinder registered, or became the registrant of, the domain name www.infinisourcehr.com.

82. The domain name www.infinisourcehr.com is confusingly similar to the INFINSOURCE trademark owned by Plaintiff.

83. Defendant Kim Whatley a/k/a Kim Bolinder registered, or became the registrant of, the domain name www.infinisourcehr.com in bad faith.

84. At the time Defendant Kim Whatley a/k/a Kim Bolinder registered, or became of the registrant of, the domain name www.infinisourcehr.com, nearly four years after Plaintiff's INFINSOURCE trademark was registered by the USPTO, Defendant Kim Whatley a/k/a Kim Bolinder lacked any reasonable grounds to believe that the use of the domain name was a fair use or otherwise lawful in connection with COBRA administrative services.

85. Upon information and belief, Defendant Kim Whatley a/k/a Kim Bolinder registered, or became the registrant of, the domain name www.infinisourcehr.com for the purpose of promoting and selling COBRA administrative services with the intention to profit therefrom.

86. Defendant Kim Whatley a/k/a Kim Bolinder is liable for violation of the Anti-Cybersquatting Protection Act, 15 U.S.C. § 1125(d).

87. Defendant's use of Plaintiff's trademark was and continues to be willful and deliberate.

88. As a direct and proximate result of Defendant's willful and bad faith use of the accused domain name, as described herein, Plaintiff Infinisource is entitled to an award of actual

damages and profits or statutory damages under 15 U.S.C. § 1117(d) and injunctive relief requiring Defendant to transfer the accused domain name to Plaintiff Infinisource under 15 U.S.C. § 1125(d)(1)(C).

WHEREFORE, Plaintiff Infinisource respectfully requests that this Honorable Court enter judgment in its favor and against Defendant Kim Whatley a/k/a Kim Bolinder and award Plaintiff \$100,000 in statutory damages, together with interest, costs and attorney fees, and such other and further relief as may be deemed equitable and just under the circumstances, including but without limitation, temporary, preliminary and permanent injunctive relief against any further use of Plaintiff's INFINISOURCE trademark or any colorable imitation that might give rise to a likelihood of confusion, including transfer of the accused domain name to Plaintiff.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter a judgment in favor of Plaintiff Infinisource and against Defendants providing the following relief:

1. An order temporarily, preliminarily, and permanently enjoining Defendants, its officers, agents, servants, employees, attorneys, and all persons in active concert or participating with any of them, from:

- a) committing any further acts of trademark infringement;
- b) using any term that is likely to be confused with the INFINISOURCE trademarks;
- c) representing directly or indirectly in any form or manner whatsoever that any product or service is associated with or approved by Plaintiff Infinisource when, in fact, it is not;

d) passing off or inducing or enabling others to sell or pass off any non-Plaintiff Infinisource service as a Plaintiff Infinisource service or as a service endorsed or approved by Plaintiff Infinisource; and

e) committing any other act calculated to compete unfairly with Plaintiff Infinisource in any manner;

2. An order requiring Defendant Kim Whatley a/k/a Kim Bolinder to effectuate a transfer of the domain name www.infinisourcehr.com, and any other domain name owned by, or registered to, said Defendant that is likely to be confused with the INFINISOURCE trademark;

3. An order awarding to Infinisource damages in an amount to be proven at trial, reflecting the amount that Infinisource has been harmed by Defendants' infringements and unfair business practices;

4. An order for an accounting and disgorgement of Defendants' profits from its infringing and unfair business activity;

5. A finding that Defendants have willfully and deliberately committed acts of trademark infringement against Infinisource;

6. An order trebling such damages against Defendants;

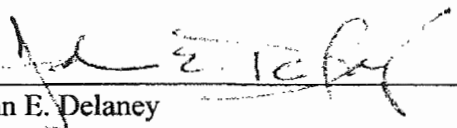
7. An order for attorney fees and cost incurred by Infinisource in having to bring and sustain this action for the legal enforcement of its trademark and business rights against Defendants;

8. An order for punitive damages against Defendants;

9. Such other and further equitable and legal relief as the Court may deem appropriate.

DATED this 9th day of December, 2010.

PARSONS BEHLE & LATIMER

By: 
John E. Delaney

Toni L. Harris
J.J. Burchman
FRASER TREBILCOCK DAVIS & DUNLAP, P.C.

Attorneys for Plaintiff Infinisource, Inc.

Plaintiff's Address:
15 East Washington Street
Coldwater, Michigan 49036

Exhibit A

[Network Solutions](#) >> [Whois](#) >> [Results](#)
[Log In](#)

Call Now to get your Domain for FREE - 1-877-540-6981



- [Search](#)
- [Renew](#)
- [Transfer](#)
- [Features](#)
- [Private Registration](#)
- [Forward](#)
- [WHOIS](#)

WHOIS Results for **infinisourcehr.com**

Available domain names similar to **infinisourcehr.com**

Available Extensions

- infinisourcehr.net**
- infinisourcehr.tel**
- infinisourcehr.org**
- infinisourcehr.us**

Available Domains

- in-fini-source-hr.com
- in-fini-point-hr.com
- infiniexperthr.com
- inchfinisourcehr.com

Premium Resale Domains

- | | |
|---|---------|
| <input type="checkbox"/> sourcecam.com | \$1,295 |
| <input type="checkbox"/> sourcea.net | \$2,988 |
| <input type="checkbox"/> hr-form.com | \$399 |
| <input type="checkbox"/> inviewit.com | \$300 |
| <input type="checkbox"/> infinisourcehr.eu | |
| <input type="checkbox"/> infinisourcehr.info | |
| <input type="checkbox"/> infinisourcehr.mobi | |
| <input type="checkbox"/> infinisourcehr.biz | |
| <input type="checkbox"/> infinisourcehr.tv | |

- infinisourcehr.bz**
- in-fini-expert-hr.com
- inch-fini-source-hr.com
- infinipointhr.com
- inchfinipointhr.com
- inch-fini-expert-hr.com
- inch-fini-point-hr.com
- sourcehit.com **\$1,795**
- sourcel.com **\$1,688**
- hrroi.com **\$1,449**

[View more](#)



infinisourcehr.com

Is this your domain name? [Renew it now.](#)



Current Registrar: NETWORK SOLUTIONS, LLC.
IP Address: [205.178.152.35](#) (ARIN & RIPE IP search)
Record Type: Domain Name
Server Type: IIS 6
Lock Status: clientTransferProhibited
WebSite Status: Active

Visit AboutUs.org for more information about INFINISOURCEHR.COM
[AboutUs: INFINISOURCEHR.COM](http://AboutUs:INFINISOURCEHR.COM)

Registrant: [Make this info private](#)
Bolinder, Kim

6770 South 900 East, Suite 201
Midvale, UT 84047
US

Domain Name: INFINISOURCEHR.COM

Promote your business to millions of viewers for only \$1 a month!
Learn how you can get an Enhanced Business Listing here for your domain name. [Learn More](#)

Administrative Contact , Technical Contact :

Bolinder, Kim
kim@ishrplus.com
6770 South 900 East, Suite 201
Midvale, UT 84047
US
Phone: 801-566-3084

Record expires on 05-Dec-2011
Record created on 05-Dec-2007
Database last updated on 08-Sep-2010

Domain servers in listed order:

[Manage DNS](#)

[NS15.WORLDDNIC.COM](#)
[NS16.WORLDDNIC.COM](#)

[205.178.190.8](#)
[206.188.198.8](#)

[Show underlying registry data for this record](#)

Keep your contact
information *hidden* with
Private Registration



Make an instant, anonymous offer to the current domain registrant. [Learn More](#)



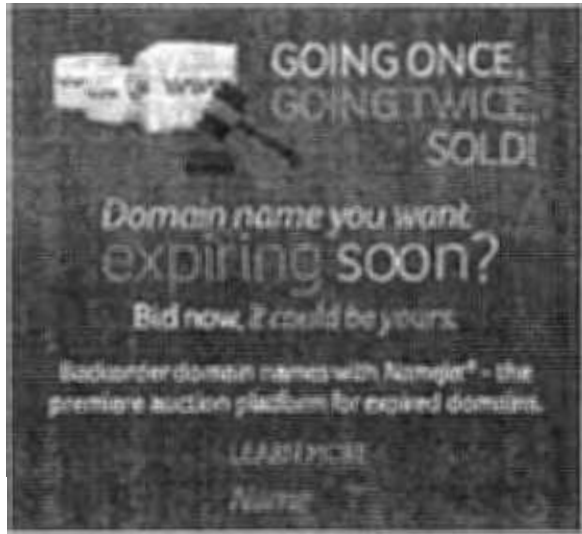
Search Again

Search again here..

Search by either

Domain Name e.g. networksolutions.com

IP Address e.g. 205.178.187.13



WHOIS Searches

- Popular
- Recent

Domain Name - Total Searches	RSS	sbcglobal.net - 35712
amazon.com - 11202		
craigslist.com - 8927		

kingsridge.com - 6104

cisco.com - 5807

ibm.com - 4620

tcs.com - 4473

mchsi.com - 4016

nytimes.com - 3247

disney.com - 3162

« PrevNext »

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Exhibit B

Utah Business Search - Registered Principals

Registered Principals

Name	Type	City	Status
ISHR	DBA	Midvale	Active

Position	Name	Address
Applicant	INFINISOURCE LLC	6770 S 900 E #201 Midvale UT 84047
Registered Agent	KIM BOLINDER	6770 S. 900 E. #201 Midvale UT 84047

If you believe there may be more principals, click here to

Exhibit C

UTAH Insurance Department

Company and Agent Search

[Back Home](#)

Details Results

Name: INFINSOURCE INSURANCE GROUP
Address: 6770 S 900 E #201
 MIDVALE, UT 84047

Status: Active
Date: Apr 08, 2010

Business Phone: 801-566-3084

Internet:
Email:

Home

Consumer Services

Company Services

Department Contacts

News

License	Status	Expires	Number
Resident Producer Org.	Active	Jan 31, 2012	277186
Accident & Health	Active	Issued: Jan 28, 2008	
Casualty	Active	Issued: Jan 28, 2008	
Life	Active	Issued: Jan 28, 2008	
Personal Lines	Active	Issued: Jan 28, 2008	
Property	Active	Issued: Jan 28, 2008	
Variable Contracts	Active	Issued: Jan 28, 2008	

Company Affiliations	City	State	Type	Active Date
No records found.				

Agents	City	State	License Number	Active Date
GEERTSEN DANIEL P	MIDVALE	UT	108239	Sep 27, 2010
Records 1 - 1 of 1.				Sorted by Agents

Exhibit D

UTAH Insurance Department

Company and Agent Search

[Back Home](#)

Details Results

Name: GEERTSEN DANIEL P
Address: INFINSOURCE INSURANCE GROUP, LLC
 6770 SOUTH 900 EAST, STE. 201
 MIDVALE, UT 84047

Status: Active
Date: Aug 31, 2009

Business Phone: 801-566-3064

Internet:
Email: dan@ishrplus.com

Home

Consumer Services

Agent/Company Services

Department Contacts

IT News

License	Status	Expires	Number
Resident Producer	Active	May 31, 2012	108239
Accident & Health	Active	Issued: Aug 31, 2009	
Life	Active	Issued: Aug 31, 2009	
Resident Agent/Agency	Inactive	Jun 30, 2002	108239
Accident & Health	Inactive	Issued: May 16, 2002	
Life	Inactive	Issued: May 16, 2002	

Company Affiliations	City	State	Type	Active Date
LINCOLN BENEFIT LIFE COMPANY	NORTHBROOK	IL	Accident & Health	Jan 04, 2010
LINCOLN BENEFIT LIFE COMPANY	NORTHBROOK	IL	Life	Jan 04, 2010

Records 1 - 2 of 2.

Sorted by Company Affiliations

Agency Affiliations	City	State	License Number	Active Date
INFINSOURCE INSURANCE GROUP	MIDVALE	UT	277186	Sep 27, 2010

Records 1 - 1 of 1.

Sorted by Agency Affiliations

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS Infinisource, Inc.	DEFENDANTS INFNISOURCE INSURANCE GROUP, L.L.C., DANIEL P. GEERTSEN, RICK WHATLEY, AND KIM WHATLEY
FILED U.S. DISTRICT COURT	
(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF <u>7th District Court, Midvale, UT 84043</u> (EXCEPT IN U.S. PLAINTIFF CASES) DISTRICT OF UTAH	COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT <u>Salt Lake County, Utah</u> (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER) John E. Delaney PARSONS BEHLE & LATIMER 201 S Main St., Suite 1800 Salt Lake City, UT 84111 (801) 532-1234	ATTORNEYS (IF KNOWN) BY: <u>DEPUTY CLERK</u>

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)	III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (For Diversity Cases Only)																
<input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<table style="width:100%;"> <tr> <td style="width:33%;"></td> <td style="width:33%; text-align: center;">PTF DEF</td> <td style="width:33%;"></td> <td style="width:33%; text-align: center;">PTF DEF</td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1 <input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td><input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input checked="" type="checkbox"/> 5 <input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>		PTF DEF		PTF DEF	Citizen of This State	<input type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input checked="" type="checkbox"/> 5 <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6
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Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input checked="" type="checkbox"/> 5 <input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6														

IV. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)				
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 180 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSIO Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Arbitration <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC/Rates/etc. <input type="checkbox"/> 480 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 881 Agricultural Acts <input type="checkbox"/> 882 Economic Stabilization Act <input type="checkbox"/> 883 Environmental Matters <input type="checkbox"/> 884 Energy Allocation Act <input type="checkbox"/> 885 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutional of State Statutes <input type="checkbox"/> 990 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)						
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

This is an action for federal trademark infringement, federal unfair competition and federal trademark dilution in violation of the Federal Lanham Act, 15 U.S.C. § 1051, et seq.; cybersquatting in violation of the Anti-Cybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d); common law trademark infringement; and state unfair competition in violation of Utah Code § 13-05-101 et seq.

VII. REQUESTED IN COMPLAINT:	CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 <input type="checkbox"/>	DEMAND \$	CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> YES <input type="checkbox"/> NO
-------------------------------------	--	------------------	--

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY
RECEIPT # _____ AMOUNT _____ APPLYING JFP _____

Case: 2:10cv01223
Assigned To : Alba, Samuel
Assign. Date : 12/9/2010
Description: Infinisource v.
Infinisource Insurance Group et al

EXHIBIT T

ishrplus.com registry whois

Updated 19 hours ago - Refresh

Domain Name: ISHRPLUS.COM
Registrar: NETWORK SOLUTIONS, LLC.
Whois Server: whois.networksolutions.com
Referral URL: http://networksolutions.com
Name Server: NS95.WORLDDNIC.COM
Name Server: NS96.WORLDDNIC.COM
Status: clientTransferProhibited
Updated Date: 23-jan-2013
Creation Date: 03-jun-2010
Expiration Date: 03-jun-2015

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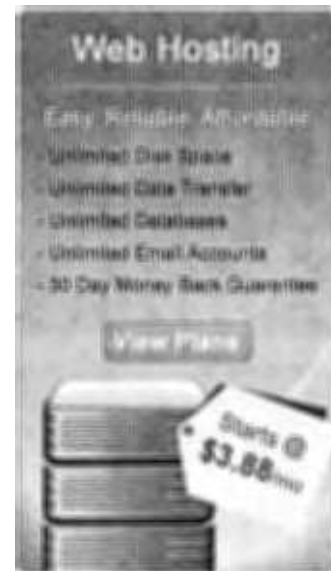


.ASIA @ \$2.28 ~~\$46.88~~

ishrplus.com registrar whois

Updated 19 hours ago

Domain Name: ISHRPLUS.COM
Registry Domain ID:
Registrar WHOIS Server: whois.networksolutions.com
Registrar URL: http://networksolutions.com
Updated Date: 2013-02-08T00:00:00Z
Creation Date: 2010-06-03T00:00:00Z
Registrar Registration Expiration Date: 2015-06-03T00:00:00Z
Registrar: NETWORK SOLUTIONS, LLC.
Registrar IANA ID: 2
Registrar Abuse Contact Email: abuse@web.com
Registrar Abuse Contact Phone: +1.8003337680
Reseller:
Domain Status: clientTransferProhibited
Registry Registrant ID:
Registrant Name: ISHR
Registrant Organization: ISHR
Registrant Street: 6770 South 900 East, Suite 201
Registrant City: Midvale
Registrant State/Province: UT
Registrant Postal Code: 84047
Registrant Country: US
Registrant Phone: 801-566-3084
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: kin@ishrplus.com
Registry Admin ID:
Admin Name: ISHR
Admin Organization: ISHR
Admin Street: 6770 South 900 East, Suite 201
Admin City: Midvale
Admin State/Province: UT
Admin Postal Code: 84047
Admin Country: US
Admin Phone: 801-566-3084
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: kin@ishrplus.com
Registry Tech ID:
Tech Name: ISHR
Tech Organization: ISHR
Tech Street: 6770 South 900 East, Suite 201
Tech City: Midvale
Tech State/Province: UT
Tech Postal Code: 84047
Tech Country: US
Tech Phone: 801-566-3084
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: kin@ishrplus.com
Name Server: NS95.WORLDDNIC.COM
Name Server: NS96.WORLDDNIC.COM
DNSSEC: not signed
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>
>>> Last update of whois database: Mon, 24 Nov 2014 22:59:10 GMT <<<



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