

FILED

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

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CLERK, US DISTRICT COURT
MIDDLE DISTRICT FLORIDA
ORLANDO, FL

**DYNETECH CORPORATION and
GLOBALTEC SOLUTIONS, LLP
Plaintiffs,**

vs.

CASE NO.: 6:07cv114-Drt-28 DAB

**LEONARD FITNESS, INC. and
JUSTIN LEONARD, individually
Defendants.**

COMPLAINT

Plaintiffs, Dynetech Corporation and GlobalTec Solutions, LLP, by and through their undersigned attorney, and file this Complaint against Leonard Fitness, Inc. (“Defendant Leonard Fitness”) and Justin Leonard (Defendant Leonard”), collectively “Defendants”, and state as follows:

**I.
THE PARTIES**

1. Dynetech Corporation is a corporation organized, validly existing, and in good standing under the laws of the State of Florida, with its principal place of business in Orlando, Florida.

2. GlobalTec Solutions, LLP is a Texas limited liability partnership organized, validly existing, and in good standing under the laws of the State of Texas, with its principal place of business in Dallas, Texas.

3. Defendant Leonard Fitness was a Nevada corporation whose charter was revoked on September 1, 2005. The principal place of business for Defendant Leonard Fitness is Carson City, Nevada.

4. Defendant Leonard is an individual over the age of 18 and believed to be a resident of Nevada with a principal place of business in Carson City Nevada. Defendant Leonard was the sole officer and director of Defendant Leonard Fitness as set forth in the Nevada Secretary of State's records.

II. JURISDICTION AND VENUE

5. This action arises under the trademark and unfair competition laws of the United States of America, Title 15 of the United States Code, and associated state law claims. Jurisdiction of the Court is founded on Title 15 of the United States Code and on Title 28 United States Code, particularly 28 U.S.C. §§1331, 1332, and 1338.

6. The Court has personal jurisdiction over the parties and venue is proper in this district under 28 U.S.C. §§1391(b) and (c).

III. THE FACTS

7. GlobalTec Solutions, LLP is a subsidiary of Dynetech Corporation. GlobalTec Solutions, LLP and Dynetech Corporation shall be collectively referred to hereinafter as "GlobalTec."

8. GlobalTec is an industry leader in the development, marketing, sale, and fulfillment of investor education and investment analysis software. GlobalTec provides coaching, mentoring, customer service, product development services, software products, on-line services, seminars, workshops, self-study programs, broadcast services, and education, in and off the Internet all relating to stocks, options, mutual funds, spot foreign currencies, and commodities. GlobalTec's curriculum teaches beginning and experienced investors alike about the market and how to use GlobalTec's software.

9. GlobalTec employs marketers, media buyers, event planners, sales staff, customer service representatives, instructors, trainers, coaches, and numerous other employees to develop, market, sell, and provide this education and software to people throughout the world.

10. As part of its education program, GlobalTec offers several courses and training events. There are several learning formats to accommodate the changing needs of today's investors. For example, in addition to live training events taught in the United States and various foreign countries, GlobalTec offers online training and DVD-based home study programs. GlobalTec also offers a one-on-one coaching program to provide investors with additional education.

11. GlobalTec establishes many of its customer relationships through its live events taught by instructors and by assigning personal coaches to customers. The personal coaches' contact with the customer in these situations is often frequent and ongoing and involves significant time and effort. The personal coach seeks to develop and cultivate close relationships with the customer because the customer expects a reliable and trustworthy individual to provide that coaching. The sales staff of GlobalTec likewise spends a great deal of time promoting confidence in the products, training programs, and related services that GlobalTec provides. Developing this trust is critical in persuading the customers to expand their knowledge and to purchase advanced educational courses and products from GlobalTec. It is also critical in the development and maintenance of GlobalTec's relationship with its customers.

12. To enable its marketers, media buyers, event planners, sales staff, customer service representatives, instructors, trainers, coaches, and numerous other employees to perform their work in a manner that will provide customers with the best product, price, and service available, GlobalTec spends a significant amount of time training and educating its marketers,

media buyers, event planners, sales staff, customer service representatives, instructors, trainers, coaches, and numerous other employees and providing them with proprietary and confidential information, including without limitation, customer information, information on existing and planned new products and services, marketing techniques and information, and confidential pricing information.

13. During the course of operating its business, GlobalTec has obtained trademark registrations of the following marks through the U.S. Patent and Trademark Office:

- (a) WIZETRADE, USPTO Reg. No. 3109596, issued June 27, 2006.

This mark has been used in association with stock trend analysis computer software using red and green colored indicator lights, instructional manuals, newsletters and pamphlets featuring analysis, monitoring and tracking of investments using computer software based on the red and green colored light indicators, technical support services, namely, troubleshooting of computer software problems via telephone, e-mail, and online support since March 2000.

- (b) 4X MADE EASY, USPTO Reg. No. 2883130, issued September 7, 2004

This mark has been used in association with computer software for the analysis, monitoring and tracking of financial investments since October 2002.

- (c) 4X MADE EASY USPTO Reg. No. 2885182, issued September 14, 2004.

This mark has been used in association with technical support services, namely, troubleshooting of computer software problems via telephone, e-mail, online support and in person since October 2002.

- (d) 4X MADE EASY USPTO Reg. No. 2893907, issued October 12, 2004

This mark has been used in association with educational services, namely, conducting classes and seminars in the field of investments, and distributing course materials, namely, workbooks, videotapes, and digital video discs, in connection therewith since October 2002.

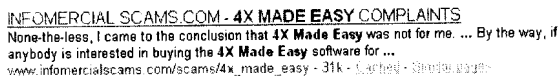
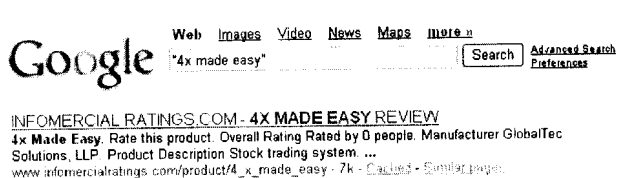
Each of these trademarks has been duly and legally issued and is currently enforceable.

14. GlobalTec has spent significant time and money to develop, promote, and market its trademarks and associated programs and services.

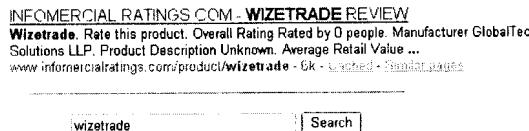
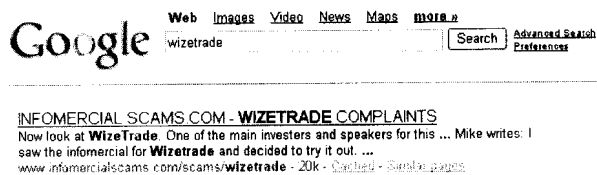
15. GlobalTec's trademarks have gained significant market recognition over the many years of continual use. Wizetrade and 4X Made Easy have become associated with quality products that consumers have come to know and to rely upon. GlobalTec has invested significant amounts of time, money, and resources in developing the goodwill now associated with these marks.

16. Defendants own and operate the Web sites www.infomercialscams.com and www.infomercialratings.com. Defendants operate or cause the operation of these Web sites in advertising and conducting their business under the Leonard Fitness, Inc. and Justin Leonard business names.

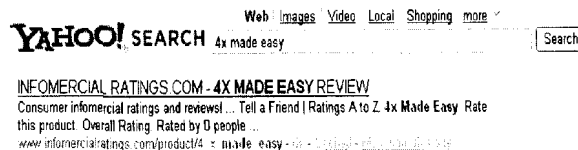
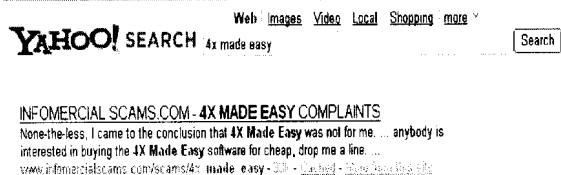
17. In order to create in the mind of the consumer that there is an association between themselves and GlobalTec's strong brand and famous trademarks Wizetrade and 4X Made Easy, and in so doing, Defendants have committed trademark infringement. For example, a simple search on google.com for the term "4X Made Easy" reveals that several organic listings are for Defendants' Web sites www.infomercialscams.com and www.infomercialratings.com. A portion of such results are reproduced below:



18. In order to create in the mind of the consumer that there is an association between themselves and GlobalTec’s strong brand and famous trademarks Wizetrade and 4X Made Easy, and in so doing, Defendants have committed trademark infringement. For example, a simple search on google.com for the term “Wizetrade” reveals that several organic listings are for Defendants’ Web sites www.infomercialscams.com and www.infomercialratings.com. A portion of such results are reproduced below:

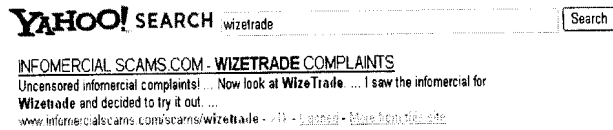


19. In order to create in the mind of the consumer that there is an association between themselves and GlobalTec’s strong brand and famous trademarks Wizetrade and 4X Made Easy, and in so doing, Defendants have committed trademark infringement. For example, a simple search on yahoo.com for the term “4X Made Easy” reveals that several organic listings are for Defendants’ Web sites www.infomercialscams.com and www.infomercialratings.com. A portion of such result is reproduced below:



20. In order to create in the mind of the consumer that there is an association between themselves and GlobalTec’s strong brand and famous trademarks Wizetrade and 4X Made Easy,

and in so doing, Defendants have committed trademark infringement. For example, a simple search on yahoo.com for the term “Wizetrade” reveals several organic listings for www.infomercialscams.com. A portion of such result is reproduced below:



21. In order to be an organic listing on Google or Yahoo, the Defendants have used the Wizetrade and 4X Made Easy trademarks in their metatags or in the text of their Web sites (collectively “Organic Listings”).

22. Organic Listings are displayed on Google or Yahoo, as well as on search and content sites of other Web sites and search engines that utilize the content of Google and/or Yahoo. These Organic Listings reach a vast audience on a daily basis.

IV. FIRST COUNT - DIRECT TRADEMARK INFRINGEMENT UNDER THE FEDERAL LANHAM ACT

23. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

24. Defendants’ use of GlobalTec’s trademarks to obtain advertising space on Google and Yahoo and use of said trademarks in the text of their Web sites or in their metatags constitutes direct trademark infringement under the Lanham Act, 15 U.S.C. §1114(1).

25. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec’s remedies at law are inadequate to compensate for this harm and damage. Unless the Court restrains Defendants’ unlawful acts, such acts will continue, causing further irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

26. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

27. This is an exceptional case, and GlobalTec is entitled to an award of attorney fees under 15 U.S.C. § 1117(a) and (b).

V.
SECOND COUNT – INDIRECT TRADEMARK INFRINGEMENT
UNDER THE FEDERAL LANHAM ACT

28. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

29. Defendants' use of GlobalTec's trademark to obtain advertising space on Google and Yahoo and their use of said trademarks in the text of their Web sites or in their metatags constitutes indirect trademark infringement under the Lanham Act, 15 U.S.C. §1114(1).

30. Defendants' have induced or contributed to the infringement of GlobalTec's marks.

31. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec's remedies at law are inadequate to compensate for this harm and damage. Unless the Court restrains Defendants' unlawful acts, such acts will continue, causing irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

32. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

33. This is an exceptional case, and GlobalTec is entitled to an award of attorney fees under 15 U.S.C. §1117(a) and (b).

VI.
THIRD COUNT - UNFAIR COMPETITION
FALSE DESIGNATION OF ORIGIN AND FALSE DESCRIPTION
UNDER THE FEDERAL LANHAM ACT

34. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

35. Defendants' use in commerce of words and symbols and/or false or misleading descriptions of fact are likely to cause confusion, or to cause mistake, or to deceive as to the origin, sponsorship or approval of Defendants' products and activities and constitutes a false designation, description or representation in violation of the Lanham Act, 15 U.S.C. §1125(a)(1)(A).

36. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec's remedies at law are inadequate to compensate for this harm and damage. Unless the Court restrains Defendants' unlawful acts, such acts will continue, causing irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

37. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

38. This is an exceptional case, and GlobalTec is entitled to an award of attorney fees under 15 U.S.C. §1117(a).

VII.
FOURTH COUNT - TRADEMARK DILUTION
UNDER THE FEDERAL LANHAM ACT

39. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

40. Defendants' willful use in commerce of GlobalTec's Wizetrade and 4X Made Easy trademarks has and will continue to cause dilution of the distinctive quality of the mark and constitutes trademark dilution in violation of the Lanham Act, 15 U.S.C. §1125(c).

41. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec's remedies at law are inadequate to compensate for this harm and damage. Unless the Court restrains Defendants' unlawful acts, such acts will continue, causing irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

42. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

43. This is an exceptional case, and GlobalTec is entitled to an award of attorney fees under 15 U.S.C. §1117(a).

VIII.
FIFTH COUNT - DIRECT TRADEMARK INFRINGEMENT
UNDER THE LAWS OF THE STATE OF FLORIDA

44. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

45. The acts complained of constitute direct trademark infringement by Defendants under the Fla. Stat. §§495.131 and 495.161 and under the common law of the State of Florida.

46. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec's remedies at law are inadequate to compensate for this harm and damage. Unless the Court restrains Defendants' unlawful acts, such acts will continue, causing irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

47. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

IX.
SIXTH COUNT - INDIRECT TRADEMARK INFRINGEMENT
UNDER THE LAWS OF THE STATE OF FLORIDA

48. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

49. The acts complained of constitute indirect trademark infringement by Defendants under the Fla. Stat. §§495.131 and 495.161 and under the common law of the State of Florida.

50. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec's remedies at law are inadequate to compensate for this harm and damage. Unless the Court restrains Defendants' unlawful acts, such acts will continue, causing irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

51. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

X.
SEVENTH COUNT - UNFAIR COMPETITION
UNDER THE LAWS OF THE STATE OF FLORIDA

52. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

53. The acts complained of constitute unfair competition by Defendants under the Fla. Stat. §501.204 and the common law of the State of Florida.

54. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec's remedies at law are inadequate to compensate for this harm and damage. Unless the Court restrains Defendants' unlawful acts, such acts will continue, causing irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

55. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

**XI.
EIGHT COUNT - TRADEMARK DILUTION
UNDER THE LAWS OF THE STATE OF FLORIDA**

56. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

57. The acts complained of constitute unfair competition by Defendants under the Fla. Stat. §495.151 and the common law of the State of Florida.

58. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec's remedies at law are inadequate to compensate for this harm and damage. Unless the Court restrains Defendants' unlawful acts, such acts will continue, causing irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

59. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

**XII.
NINTH COUNT – MISAPPROPRIATION
UNDER THE LAWS OF THE STATE OF FLORIDA**

60. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

61. The acts complained of constitute misappropriation by Defendants of the trade names Wizetrade and 4X Made Easy under which GlobalTec does business in violation of the common law of the State of Florida.

62. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec's remedies at law are inadequate to compensate for this harm and damage. Unless the Court restrains Defendants' unlawful acts, such acts will

continue, causing irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

63. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

XIII.
TENTH COUNT – DECEPTIVE AND UNFAIR TRADE PRACTICES
AND FALSE ADVERTISING
UNDER THE LAWS OF THE STATE OF FLORIDA

64. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

65. The acts complained of constitute deceptive or false advertising by Defendants under the Fla. Stat. §501.204 and the common law of the State of Florida.

66. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec's remedies at law are inadequate to compensate for this harm and damage. Unless the Court restrains Defendants' unlawful acts, such acts will continue, causing irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

67. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

XIV.
ELEVENTH COUNT - INTERFERENCE WITH A BUSINESS RELATIONSHIP
UNDER THE LAWS OF THE STATE OF FLORIDA

68. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

69. The acts complained of constitute interference with business relationships under the common law of the State of Florida.

70. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec's remedies at law are inadequate to compensate for

this harm and damage. Unless the Court restrains Defendants' unlawful acts, such acts will continue, causing irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

71. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

**XV.
TWELFTH COUNT - UNJUST ENRICHMENT
UNDER THE LAWS OF THE STATE OF FLORIDA**

72. The allegations of Paragraphs numbered 1 through 20 are realleged herein.

73. The acts complained of have allowed and will continue to allow Defendants to be unjustly enriched at the expense of GlobalTec under the common law of the State of Florida.

74. By reason of the foregoing, GlobalTec has been and will continue to be irreparably harmed and damaged. GlobalTec's remedies at law are inadequate to compensate for this harm and damage. Unless the Court restrains Defendants' unlawful acts, such acts will continue, causing irreparable injury to GlobalTec and to the public, for which there is no adequate remedy at law.

75. As a direct and proximate result of Defendants' conduct, GlobalTec has suffered actual damages.

PRAYER

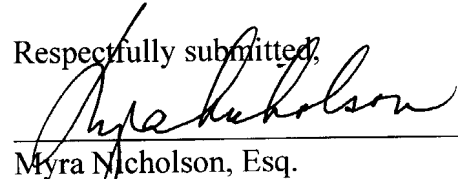
For these reasons, GlobalTec prays for judgment against Defendants for the following:

(a) Actual damages sustained by GlobalTec due to infringement, unfair competition, dilution, false advertising, interference with business relationships, unjust enrichment, and misappropriation or any unlawful association of Defendants' goods as being those of GlobalTec's;

- (b) Defendants' profits and gains due to infringement, unfair competition, dilution, false advertising, interference with business relationships, unjust enrichment, and misappropriation or any unlawful association of Defendants' goods as being those of GlobalTec's;
- (c) A permanent injunction prohibiting Defendants from using the trademarks, trade names and titles Wizetrade and 4x Made Easy, or any confusingly similar terms;
- (d) Reasonable and necessary attorneys' fees under 15 U.S.C. §1117(a) and Fla. Stat. §57.041
- (e) Pre-judgment and post-judgment interest as allowed by law;
- (f) Costs of suit;
- (g) Exemplary and/or treble damages under 15 U.S.C. §1117; and
- (h) All other relief in law or in equity, to which GlobalTec may be entitled.

DATED this 23rd day of January, 2007

Respectfully submitted,



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