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Attorney for Plaintiff
Isagenix International LLC

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

ISAGENIX INTERNATIONAL LLC,) Case No. _____

an Arizona limited liability company,)

Plaintiff,)

vs.)

ARON SPERLING and JANE DOE)

SPERLING, individually and the)

marital community comprised thereof;)

ARON SPERLING d/b/a SUBLIME)

TECHNOLOGY LIMITED;)

WILLIAM J. MCCRACKEN and)

JANE DOE MCCRACKEN,)

individually and the marital community)

comprised thereof; ABC Corporation)

and XYZ Corporation,)

Defendants)

COMPLAINT

1 Plaintiff, Isagenix International LLC (Isagenix), by its
2 undersigned counsel, for its Complaint in this action alleges:

3 **PARTIES, JURISDICTION AND VENUE**

4 1. This is a civil action arising under: (a) the Declaratory
5 Judgment Act, 28 U.S.C. §§ 2201-2202 and the United States
6 Trademark Act of 1946, as amended, 15 U.S.C. § 1501, et seq
7 ("Lanham Act"), for declaratory judgment of trademark
8 infringement, dilution, and unfair competition, (b) 15 U.S.C. §
9 1125(d) for cyber squatting, (c) 28 U.S.C. §§ 2201-2202 and the
10 laws of the State of Arizona for declaratory judgment of
11 trademark infringement and unfair competition under the common
12 law, (d) civil conspiracy committed under the common law of
13 Arizona, and (e) copyright infringement under 17 U.S.C. § 101 et
14 seq.

15 2. This Court has subject matter jurisdiction over this case
16 under 28 U.S.C. §§2201-2202, 15 U.S.C. § 1121, 28 U.S.C. §§ 1331
17 and 1338 and the principles of supplemental jurisdiction.

18 3. Isagenix International LLC is an Arizona limited liability
19 company with its principal place of business at 2225 S. Price
20 Road, Chandler, AZ 85248.

21 4. Isagenix is the owner of the trademark "ISAGENIX" for
22 health and wellness products and services of numerous types,
23 including network marketing.

24 5. On information and belief, Defendant Aron Sperling is a
25 Canadian citizen.

1 6. Defendant Sperling started doing business with Isagenix,
2 an Arizona company, and became an Isagenix Independent Associate
3 on November 10, 2006.

4 7. On information and belief, William J. McCracken is a
5 Canadian Citizen.

6 8. Defendant McCracken started doing business with
7 Isagenix, an Arizona company, and became an Isagenix Independent
8 Associate on December 26, 2006.

9 9. On information and belief, Defendant Sublime Technology
10 Limited (Sublime) is a "doing business as" alias for Defendants
11 Sperling and McCracken with a mailing address at Room 211,
12 Wellbourne Comm. Ctr 8 Java Rd North Point, Hong Kong.

13 10. On information and belief, Defendant Sperling registered
14 the domain names <isagenix.com.hk> and <isagenix.hk> (Infringing
15 Domain Names) on January 24, 2007.

16 11. On information and belief, Defendant Sperling is the
17 agent and owner of the Infringing Domain Names and websites.

18 12. Defendant Sperling has identified himself in e-mails
19 sent to Isagenix as being the owner having the ability to
20 transfer the Infringing Domain Names and website to Isagenix.

21 13. On information and belief, Defendants controls the
22 actions of Sublime Technology Limited.

23 14. On information and belief, between November 2006 and
24 March 23, 2007 defendants Sperling and McCracken maliciously
25 conspired together with the intent to injure Plaintiff.

1 15. On further information and belief, Defendant McCracken
2 participated in the conspiracy to injure Plaintiff.

3 16. On further information and belief, Defendant McCracken
4 encouraged Defendant Sperling to register the Infringing Domain
5 Names to extort payment from Plaintiff.

6 17. On further information and belief, Defendant McCracken
7 knowingly gave substantial aid to Defendant Sperling, who he
8 knew, intended to infringe on Plaintiff's trademarks and trade
9 name.

10 18. This dispute concerns Defendants' unauthorized
11 registration and use of the Infringing Domain Name
12 <isagenix.com.hk> and <isagenix.hk>.

13 19. Defendant Sperling is aware of Isagenix's objection to
14 Defendant's registration of the Infringing Domain Names.

15 20. This Court has personal jurisdiction over the Defendants
16 because Defendants purposefully availed themselves of conducting
17 business in Arizona. Further, Defendants have committed a tort
18 in or directed at the forum.

19 21. Moreover, this Court has personal jurisdiction over
20 Defendants because they agreed to jurisdiction in Arizona as a
21 part of their terms and agreement as Isagenix Independent
22 Associates.

23 22. Venue is proper under 28 U.S.C. § 1391 because at least
24 some of the events giving rise to the claims alleged herein

25

1 occurred in this District and Defendants are subject to personal
2 jurisdiction in this District.

3 **PERTINENT FACTS/GENERAL ALLEGATIONS**

4 23. Isagenix was founded in Chandler, AZ, in 2000. Isagenix
5 is a front runner in the health and wellness industry with
6 operations in four countries, most recently Hong Kong, with sales
7 approaching \$200 million, 250 employees and more than 150,000
8 Independent Associates around the world.

9 24. Isagenix has used the term "ISAGENIX" continuously in
10 connection with the sale of health and wellness products and
11 services since at least as early as 1997.

12 25. Isagenix has sold millions of dollars worth of health
13 and wellness products and services in the United States and
14 Canada in connection with its "ISAGENIX" mark.

15 26. Isagenix's "ISAGENIX" mark is well known in the United
16 States and Canada.

17 27. Isagenix advertises its health and wellness products and
18 services via the Internet and in print advertising in connection
19 with its "ISAGENIX" mark and through a network of independent
20 associates worldwide.

21 28. Isagenix promotes and sells its health and wellness
22 products and services over the Internet in connection with its
23 "ISAGENIX" mark.

24

25

1 29. Isagenix's main Internet site on which it promotes and
2 sells products in connection with its "ISAGENIX" mark utilizes
3 the domain name "isagenix.com."

4 30. Isagenix's website at www.isagenix.com is available to
5 consumers, who can purchase products from the website.

6 31. Isagenix's Internet site located at www.isagenix.com
7 prominently displays the "ISAGENIX" mark.

8 32. Since at least as early as 2000, Isagenix has maintained
9 a website at www.isagenix.com in connection with the sale and
10 marketing of its health and wellness products in connection with
11 the "ISAGENIX" mark.

12 33. Isagenix is the owner of numerous service marks and
13 trademark registrations worldwide for its "ISAGENIX" mark,
14 including the following incontestable registrations, which are
15 conclusive proof of Isagenix's ownership of the marks:

16 (a) Registration No. 2198293 for ISAGENIX filed on
17 September 22, 1997 and registered on October 20, 1998.

18 (b) Registration 3203741 for ISAGENIX (design plus words)
19 filed on January 31, 2006 and registered on January 30, 2007.

20 34. As a result of Isagenix's registrations for the
21 "ISAGENIX" mark, Defendants had at least constructive notice of
22 Isagenix's ownership of its "ISAGENIX" mark. 15 U.S.C. § 1072.

23 35. Isagenix owns the domain name registrations for
24 <isagenix.com> and operates and Internet website accessible
25 through the Internet addresses www.isagenix.com. A printout of

1 the home page of Isagenix's www.isagenix.com website is attached
2 hereto as Exhibit 1.

3 36. On information and belief, the owner of the Infringing
4 Domain Names <isagenix.com.hk> and <isagenix.hk> is Defendant
5 Sperling.

6 37. On information and belief, Sublime Technology Limited is
7 merely Defendant Sperling's purchased contact address to fulfill
8 Hong Kong's requirements to register a domain name as a
9 foreigner.

10 38. On information and belief, Sublime Technology Limited
11 has no control authority over the Infringing Domain Names and
12 Defendant Sperling is the owner and agent for the Infringing
13 domain names <isagenix.com.hk> and <isagenix.hk>.

14 39. On March 23, 2007, Plaintiff called Sublime Technology
15 Limited at its registered phone number (+61-03-97831800) and it
16 had been disconnected.

17 40. HDKNR is the registrar of the domain name
18 <isagenix.com.hk> and <isagenix.hk>. On information and belief,
19 HDKNR is a Hong Kong company with its principle place of business
20 in Hong Kong.

21 41. A true and correct copy of a record of the domain
22 ownership information for the Infringing Domain Names
23 <isagenix.com.hk> and <isagenix.hk> is attached hereto as Exhibit
24 2.

25

1 42. On information and belief, seeking to capitalize on the
2 success of the "ISAGENIX" mark and the goodwill associated
3 therewith, and to extort payment from Isagenix, the Infringing
4 Domain Names <isagenix.com.hk> and <isagenix.hk> were caused to
5 be registered by Defendant McCracken through Defendant Sperling
6 with HKDNR on January 24, 2007.

7 43. On information and belief, Defendant's Infringing
8 websites were active with content between January 20-30, 2007.

9 44. On information and belief, the registration was caused
10 by Defendant Sperling, to interfere with Isagenix's opening of
11 its Hong Kong Office, in an attempt to extort money from Isagenix
12 and in an attempt to evade the laws of the United States.

13 45. On information and belief, on or between January 20-30,
14 2007, the content on the websites located at
15 <www.isagenix.com.hk> and <www.isagenix.hk> was provided by
16 Defendant Sperling.

17 46. On January 30, 2007, Glen Rawlins (Rawlins), Vice
18 President of Special Projects at Isagenix e-mailed Defendant
19 Sperling informing him of his unauthorized use of the "ISAGENIX"
20 mark.

21 47. A true and correct copy of the January 30, 2007, e-mail
22 referenced in the preceding paragraph is attached hereto as part
23 of the collective Exhibit 3.

24 48. On February 3, 2007, Defendant Sperling did not respond
25 to Rawlins, but sent a reply to Isagenix's compliance department

1 and stated that he owned the Infringing Domain Names and also
2 stated that "I [Sperling] can only assume that the one I have
3 chosen may have been over looked by Isagenix International as a
4 very important name for the Asian Market."

5 49. A true and correct copy of the February 3, 2007, e-mail
6 referenced in the preceding paragraph is attached hereto as part
7 of the collective Exhibit 3.

8 50. On February 8, 2007, Rawlins responded to Defendant
9 Sperling's email and informed him that Isagenix was in the
10 process of notifying all infringing domain names that contained
11 Isagenix's trade name to relinquish them and offered to reimburse
12 Defendant Sperling for cost.

13 51. A true and correct copy of the February 8, 2007, e-mail
14 referenced in the preceding paragraph is attached hereto as part
15 of the collective Exhibit 3.

16 52. On February 12, 2007, Defendant Sperling emailed Warren
17 TeBrugge (TeBrugge), Isagenix's President of International
18 Expansion and stated that he, Sperling, owned the domain names
19 and had deactivated the Infringing web sites and request for
20 compensation for doing so.

21 53. A true and correct copy of the February 12, 2007, e-mail
22 referenced in the preceding paragraph is attached hereto as part
23 of the collective Exhibit 3.

24 54. On February 13, 2007, Lisa Conty in Isagenix's
25 compliance department emailed Defendant Sperling and advised him

1 that the use of Isagenix's trade name was unauthorized and
2 infringing on Isagenix's trademark and trade name.

3 55. A true and correct copy of the February 13, 2007, e-mail
4 referenced in the preceding paragraph is attached hereto as part
5 of the collective Exhibit 3.

6 56. On February 14, 2007, TeBrugge replied to Defendant
7 Sperling's email and explained to Defendant Sperling the reasons
8 why he must not use the Isagenix trade name.

9 57. A true and correct copy of the February 14, 2007, e-mail
10 referenced in the preceding paragraph is attached hereto as part
11 of the collective Exhibit 3.

12 58. On February 15, 2007, Sperling replied and offered to
13 negotiate the sale of an assignment of the Infringing Domain
14 Names to Isagenix.

15 59. A true and correct copy of the February 15, 2007, e-mail
16 referenced in the preceding paragraph is attached hereto as part
17 of the collective Exhibit 3.

18 60. On February 15, 2007, TeBrugge replied to Sperling's
19 email and informed him that Isagenix required him, Sperling, to
20 transfer the Infringing Domain Names to Isagenix.

21 61. A true and correct copy of the February 15, 2007, e-mail
22 referenced in the preceding paragraph is attached hereto as part
23 of the collective Exhibit 3.

24 62. On February 15, 2007, Defendant Sperling replies to
25 TeBrugge's February 15th email and re-acknowledged that he

1 "legally owned the domain names" and offered to sale the
2 Infringing Domain Names to Isagenix.

3 63. A true and correct copy of the February 15, 2007, e-mail
4 referenced in the preceding paragraph is attached hereto as part
5 of the collective Exhibit 3.

6 64. On February 20, 2007, Defendant Sperling sent an email
7 to TeBrugge stating that he would leave the infringing domain
8 names active to see if Isagenix had an interest in purchasing
9 them and stated that he is "looking for more than being
10 compensated for just what I [Sperling] paid for them."

11 65. A true and correct copy of the February 20, 2007, e-mail
12 referenced in the preceding paragraph is attached hereto as part
13 of the collective Exhibit 3.

14 66. When Isagenix did not respond to Defendant Sperling's
15 February 20, 2007 email, on February 24, 2007, Defendant Sperling
16 sent an email to TeBrugge stating that he is willing to negotiate
17 a price to transfer the Infringing Domain Names.

18 67. A true and correct copy of the February 24, 2007, e-mail
19 referenced in the preceding paragraph is attached hereto as part
20 of the collective Exhibit 3.

21 68. On February 26, 2007, TeBrugge replied to Defendant
22 Sperling's February 24th email stating that he left Defendant
23 Sperling a voicemail in which Isagenix offered to assist
24 Defendant Sperling with building his Isagenix Independent
25 Associate business.

1 69. A true and correct copy of the February 26, 2007, e-mail
2 referenced in the preceding paragraph is attached hereto as part
3 of the collective Exhibit 3.

4 70. On February 26, 2007, Defendant Sperling replied to
5 TeBrugge's Feb. 26th email declining the offer stating it was not
6 "reasonable" and that the offer was "weak." Defendant Sperling
7 wrote "[a]greements have been made for incredible amounts of
8 money for dot com domains, in many cases, for millions of
9 dollars. I am certainly not looking for an outrageous settlement
10 from Isagenix."

11 71. A true and correct copy of the February 26, 2007, e-mail
12 referenced in the preceding paragraph is attached hereto as part
13 of the collective Exhibit 3.

14 72. On February 26, 2007, TeBrugge replied to Defendant
15 Sperling's email and informed him that Steven Kochen (Kochen),
16 Isagenix's Chief Corporate Counsel, would contact him later that
17 day.

18 73. A true and correct copy of the February 26, 2007, e-mail
19 referenced in the preceding paragraph is attached hereto as part
20 of the collective Exhibit 3.

21 74. On February 26, 2007, Kochen called Defendant Sperling
22 to discuss the transfer of the Infringing domain names and
23 offered Sperling \$300 and three months free membership in
24 Isagenix's lead pool valued at \$1500.00.

25

1 75. On February 27, 2007, Kochen sent a confirmation email
2 regarding the February 26th phone call.

3 76. A true and correct copy of the February 27, 2007, e-mail
4 referenced in the preceding paragraph is attached hereto as part
5 of the collective Exhibit 3.

6 77. On February 27, 2007, Defendant Sperling sent a reply to
7 Kochen's email but did not address the transfer of the Infringing
8 Domain Names.

9 78. A true and correct copy of the February 27, 2007, e-mail
10 referenced in the preceding paragraph is attached hereto as part
11 of the collective Exhibit 3.

12 79. On March 2, 2007, Lisa Conty in Isagenix's compliance
13 department sent email to Defendant Sperling that Isagenix would
14 extend its offer until March 5th and if Sperling did not comply
15 his Isagenix account would be suspended.

16 80. A true and correct copy of the March 2, 2007, e-mail
17 referenced in the preceding paragraph is attached hereto as part
18 of the collective Exhibit 3.

19 81. On March 7, 2007, Rohit Parekh, emails Isagenix
20 informing us that he is Defendant Sperling's attorney, to follow-
21 up on the Kochen's phone call and requested Isagenix 2006 & 2007
22 Policies and Procedures.

23 82. A true and correct copy of the March 7, 2007, e-mail
24 referenced in the preceding paragraph is attached hereto as part
25 of the collective Exhibit 3.

1 83. On March 13, 2007, prior to filing this lawsuit,
2 Isagenix's in-house counsel sent a letter to Defendant Sperling,
3 explaining among other things, that Defendants offer to sell the
4 Infringing Domain Names to Isagenix, was a violation of the law
5 and constituted domain name piracy under the Lanham Act and
6 requested that Defendant transfer or assign the Infringing Domain
7 Names <isagenix.com.hk> and <isagneix.hk> to Isagenix. A copy of
8 the letter is attached as Exhibit 4. The letter demonstrated that
9 Sperling is violating the Lanham Act and the Anticybersquatting
10 Consumer Protection Act, committing unfair competition and acting
11 in bad faith.

12 84. On March 15, 2007, Defendant Sperling responded to the
13 letter via email but he did not offer to transfer or assign the
14 Infringing Domain Names.

15 85. On March 15, 2007, Kochen spoke with Defendant Sperling
16 Defendant Sperling and Sperling again declined to assign the
17 Infringing Domain Names but offered to re-direct the Infringing
18 websites to Isagenix's corporate website.

19 86. On March 19, 2007, Defendant Sperling emailed Isagenix's
20 in-house counsel stating that he received Isagenix's cease and
21 desist letter.

22 87. A true and correct copy of the March 19, 2007, e-mail
23 referenced in the preceding paragraph is attached hereto as part
24 of the collective Exhibit 3.

25

1 88. On March 23, 2007, Defendant Sperling sent an email to
2 TeBrugge and carbon copied Isagenix in-house counsel to inform
3 them that he had forwarded his Infringing Websites to Isagenix's
4 corporate website.

5 89. A true and correct copy of the March 23, 2007, e-mail
6 referenced in the preceding paragraph is attached hereto as part
7 of the collective Exhibit 3.

8 90. Isagenix did not authorize Defendant Sperling to
9 redirect his Infringing websites to its official corporate
10 website.

11 91. Defendant Sperling has not agreed to assign the
12 Infringing Domain Name <isagenix.com.hk> and <isagenix.hk> to
13 Isagenix or to cease his plans to use the marks.

14 92. A true and correct copy of Infringing websites
15 referenced in the preceding paragraph is attached hereto as part
16 of the Exhibit 5.

17 93. As an Isagenix Independent Associate, Defendant Sperling
18 agreed not to use the name "ISAGENIX" in any domain name or e-
19 mail address.

20 94. Defendants' activities and use complained of herein are
21 likely to cause confusion in the marketplace by creating the
22 false or erroneous impression that Defendants activities are
23 affiliated with, connected to, associated with, sponsored by and
24 originated from or approved by Isagenix.

25

1 95. Isagenix is informed and believes that Defendant will
2 not cease and desist from their plans to infringe or otherwise
3 exploit Isagenix's "ISAGENIX" mark absent injunctive relief.

4 96. Defendants' fraudulent actions are intentional,
5 deliberate, calculated, and willful. The willfulness of
6 Sperling's actions is attested to by the fact that, Sperling
7 deliberately timed his activities to the opening of Isagenix's
8 Hong Kong office is demonstrative of bad-faith and demonstrates
9 Sperling is a sophisticated cyber squatter.

10 97. Defendant Sperling's two Infringing Domain Names
11 threatens Isagenix's legitimate business and damages the goodwill
12 Isagenix has earned and fostered over the course of its years in
13 business. Such harm to the Isagenix mark should not be allowed.

14 **FIRST CLAIM FOR RELIEF**

15 **Violation of the ACPA (15 U.S.C. § 1125(d))**

16 98. Isagenix incorporates by reference all previous
17 allegations of this Complaint as if specifically set forth
18 herein.

19 99. Defendants' registration and use of the domain names
20 <isagenix.com.hk> and <isagenix.hk>, which is confusingly similar
21 to Isagenix's registered and common-law trademarks, constitutes
22 violations of the ACPA. 15 U.S.C. § 1125 (d).

23 100. The aforesaid willful actions of Defendants have caused,
24 and unless enjoined, will continue to cause damage and
25 irreparable injury for which there is no adequate remedy at law.

1 its rights to its business, unless and until Defendants and
2 others in active concert are restrained from conducting their
3 wrongful acts.

4 **THIRD CLAIM FOR RELIEF**

5 **Declaratory Judgment of Trademark Dilution under 15 U.S.C. §**

6 **1125(c)**

7 107. Isagenix incorporates by reference all previous
8 allegations of this Complaint as if specifically set forth
9 herein.

10 108. As a result of Isagenix's federal registration for
11 "ISAGENIX" and the continuous and extensive use by Isagenix of
12 the "ISAGENIX" mark in connection with health and wellness
13 products and services, Isagenix has developed extensive rights
14 and goodwill in the "ISAGENIX" mark.

15 109. Defendants use in commerce of the term "ISAGENIX" with
16 or without the term "HK," is likely to cause dilution of the
17 distinctiveness of the "ISAGENIX" make in violation of 15 U.S.C.
18 § 1125 (c).

19 110. Defendants' planned harm to Isagenix is irreparable.

20 111. As a direct and proximate cause of Defendants' planned
21 conduct, Isagenix will be damaged in an amount not totally
22 ascertainable and will suffer irreparable injury to its goodwill,
23 its rights to its business, unless and until Defendants and
24 others in active concert are restrained from conducting their
25 wrongful acts.

FIFTH CLAIM FOR RELIEF

Common Law Trademark Infringement

117. Isagenix incorporates by reference all previous allegations of this complaint as if specifically set forth herein.

118. Isagenix owns and enjoys common law rights in the State of Arizona and elsewhere in and to the use of the "Isagenix" mark in connection with the sale and promotion of health and wellness products and services.

119. Defendants' use of the term "ISAGENIX" with or without the term "HK," constitutes unfair competition and trademark infringement at common law.

120. Defendants have refused to discontinue their plans to use the mark "ISAGENIX" with or without the "HK," in the manner described herein despite notification of Isagenix's rights in the "ISAGENIX" mark.

121. Defendants' use of "ISAGENIX" with or without the term "HK," irreparably harms Isagenix.

122. As a direct and proximate cause of Defendants' planned conduct, Isagenix will be damaged in an amount not totally ascertainable and will suffer irreparable injury to its goodwill, its rights to its business, unless and until Defendants and others in active concert are restrained from conducting their wrongful acts.

1 A. For a declaratory judgment that Defendants' use of
2 "ISAGENIX" with or without the term "HK" infringes or dilutes the
3 Isagenix "ISAGENIX" mark or constitutes unfair competition.

4 B. For a temporary restraining order, and preliminary and
5 permanent injunction pursuant to 15 U.S.C. § 1116 and common-law
6 remedies restraining Defendants, their officers, directors,
7 agents, servants, employees and all persons in active concert or
8 participation with them who receive actual notice of the
9 injunction by personal service or otherwise from doing, abiding,
10 causing, aiding or abetting any of the following:

11 (1) in any way using or displaying the terms "ISAGENIX," or any
12 confusingly similar mark, including "ISAGENIX.COM.HK,"
13 "ISAGENIX.HK" in connection with (a) the sale, supply,
14 distribution, marketing, or manufacturing of health and wellness
15 products or services, or (b) providing or sponsoring programming
16 or Internet site related to health and wellness;

17 (2) otherwise infringing or diluting Isagenix's "ISAGENIX"
18 mark;

19 (3) in any way passing off, inducing or enabling others to sell
20 or pass off, as being offered by Isagenix, health and wellness
21 products or services that are not manufactured, distributed by
22 Isagenix or sold under the control or supervision of Isagenix, or
23 approved by Isagenix; and

24 (4) competing unfairly with Isagenix in any manner whatsoever.

25 C. That Defendants be directed to account and pay to Isagenix

1 any damages suffered by Isagenix as a result of Defendants'
2 wrongful conduct described herein including its violation of the
3 Lanham Act, pursuant to 15 U.S.C. § 1117 and state law, as well
4 as to account for any gains, profits and advantages derived by
5 such wrongful conduct.

6 D. That any damages caused by Defendants be trebled in
7 accordance with 15 U.S.C. § 1117 because its proposed
8 infringement of Isagenix's "ISAGENIX" mark is intentional and
9 therefore warrants enhanced damages.

10 E. That Isagenix be awarded punitive damages under state law as
11 the Court may find appropriate because Defendants' infringement
12 is willful and intentional.

13 F. That Defendants assign to Isagenix the domain name
14 <Isagenix.com.hk> and <isageix.hk>.

15 G. That Isagenix be awarded \$200,000 in statutory damages for
16 Defendants' cyber squatting per domain name. 15 U.S.C. § 1117(d).

17 H. Declare Defendants have engaged in civil conspiracy to
18 inflict injury upon the Plaintiff, and to therefore be jointly
19 and severally liable for all damages awarded by the Court without
20 allocation, apportionment, or limitation of liability.

21 I. Enjoin Defendants from using Isagenix's web site and
22 individual pages of the web site.

23 J. That Isagenix be awarded \$200,000 in statutory damages
24 Defendants' willful copyright infringement. 17 U.S.C. § 504

25 K. Award Plaintiff punitive damages in such amount as the

1 Court may deem appropriate to penalize Defendants for their
2 intentional and malicious acts of misconduct.

3 L. That Isagenix be awarded its costs incurred herein under the
4 provisions of 15 U.S.C. § 1117 and 17 U.S.C. § 504.

5 M. That Isagenix be awarded post-judgment interest on the
6 foregoing sums at the maximum rated permitted by law from the
7 date judgment is entered until paid.

8 N. For such other and further relief as the Court deems
9 appropriate under the circumstances.

10 **DEMAND FOR JURY TRIAL**

11 Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby
12 demands trial by jury of all issues triable by a jury.

13
14
15 Dated this 28th day of March, 2007

16 /s/ Jay Calhoun

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