

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 07-60983

NATIONWIDE RELOCATION SERVICES,
INC., a Florida corporation,

Plaintiff,

vs.

TIM WALKER an individual, CONSUMERS
FIRST CORP., a Delaware corporation,
SHARON BAYOLO, an individual, FARRAH
LEIGH WANNER, an individual, DIANE, an
individual last name unknown, and DOES
1 through 150 inclusive,

Defendants.

**FIRST AMENDED COMPLAINT FOR
FALSE ADVERTISING, TRADEMARK
INFRINGEMENT, DEFAMATION
AND INTENTIONAL INTERFERENCE
WITH PROSPECTIVE ECONOMIC
ADVANTAGE**

DEMAND FOR JURY TRIAL

Plaintiff, Nationwide Relocation Services, Inc. ("Plaintiff" or "Nationwide Relocation"),

through its attorneys, alleges as follows:

Introduction

1) This is an action for false advertising under 15 U.S.C. §1125(a)(1)(B) (Count I), unauthorized use and infringement of Plaintiff's NATIONWIDE RELOCATION SERVICES service mark under 15 U.S.C. §1125(a)(1)(A) (Count II), defamation under Florida common law (Count III), and tortious interference with advantageous business relationships under Florida common law (Count IV), all arising from the operation by Defendants of an interactive website with the domain name WWW.MOVINGSCAM.COM.

Jurisdiction and Venue

2) This Court has subject matter jurisdiction over the two federal claims (Count I and Count II) under 28 U.S.C. §1331 and 28 U.S.C. §1338(a) and (b). This Court additionally has supplemental jurisdiction over the Florida common law claims (Count III and Count IV) under 28 U.S.C. §1367.

3) This Court has personal jurisdiction over Defendant Tim Walker (“Walker”), individually and as a possible sole proprietor, partner, or joint venture partner with the other Defendants in the business operating under the name MovingScam.com (the “MovingScam.com Business”) because all claims for relief in this action against him arise from doing one or more of the following acts under Section 48.193(1), Florida Statutes:

- (a) operating, conducting, engaging in, or carrying on a business or business venture in Florida,
- (b) having an agent, partner, or joint venture partner who resides in Florida, or
- (c) committing a tortious act within Florida.

4) As more fully set forth below in paragraphs 13 through 17 of this Complaint, this Court additionally has personal jurisdiction over Defendant Walker, individually and as a sole proprietor, partner, or joint venture partner with the other Defendants in the MovingScam.com Business under Section 48.193(2), Florida Statutes, because he is engaged in substantial and not isolated activity within Florida.

5) As more fully set forth below in paragraphs 18 through 20 of this Complaint, this Court has personal jurisdiction over Defendant Consumers First Corp. (“Consumers”) as a possible owner, partner, or joint venture partner with the other Defendants in the

MovingScam.com Business because all claims for relief in this action against it arise from doing one or more of the following acts under Section 48.193(1), Florida Statutes:

- (a) operating, conducting, engaging in, or carrying on a business or business venture in Florida,
- (b) having an agent, partner, or joint venture partner who resides in Florida, or
- (c) committing a tortious act within Florida.

6) As more fully set forth below in paragraphs 18 through 20 of this Complaint, this Court additionally has personal jurisdiction over Defendant Consumers as an owner, partner, or joint venture partner in the Movingscam.com Business under Section 48.193(2), Florida Statutes, because it is engaged in substantial and not isolated activity within Florida.

7) As more fully set forth below in paragraphs 24 through 27 of this Complaint, this Court has personal jurisdiction over Defendant Farrah Leigh Wanner (“Wanner”) because at all relevant times she has been a resident of Florida. At all relevant times, Defendant Wanner acted as an agent, partner, or joint venture partner on behalf of or with the other Defendants in the operation of the MovingScam.com Business.

8) As more fully set forth below in paragraphs 24 through 27 of this Complaint, this Court additionally has personal jurisdiction over Defendant Wanner under Section 48.193(1), Florida Statutes, because each claim for relief against her arises from her doing one or more of the following acts:

- (a) operating, conducting, engaging in, or carrying on a business or business venture in Florida individually, or
- (b) acting as a Florida-based agent, partner, or joint venture partner with the other Defendants in the MovingScam.com business, or

(c) committing a tortious act in Florida.

9) As more fully set forth below in paragraphs 21 through 23 of this Complaint, this Court has personal jurisdiction over Defendants Sharon Bayolo (“Bayolo”) and Diane (“Diane”), individually and as agents, joint venture partners, or partners on behalf of or with the other Defendants under Section 48.193, Florida Statutes, for all claims for relief against each of them arising from doing one or more of the following acts:

(a) operating, conducting, engaging in, or carrying on a business or business venture in Florida,

(b) having an agent, partner, or joint venture partner in Florida engaged in the MovingScam.com business, or

(c) committing a tortious act within this state.

10) As more fully set forth below in paragraphs 21 through 23 of this Complaint, this Court additionally has personal jurisdiction over Defendants Bayolo and Diane, individually and as agents, partners, or joint venture partners with the other Defendants because Defendants Bayolo and Diane each are engaged in substantial and not isolated activity within Florida as an agent, partner, or joint venture partner engaged in the MovingScam.com Business.

11) Venue is proper in this Court for each claim for relief pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events or omissions giving rise to each claim occurred in this District, as:

(a) The trademark owner, Plaintiff, is located in this District;

(b) Defendants’ false and defamatory statements were accessible in this District through their interactive Web site, and were directed at customers located in this District;

- (c) On January 28, 2005 and February 6, 2006, Plaintiff's customers, residing in Miami, Florida and Hollywood, Florida, canceled contracts with Plaintiff due to the false and defamatory statements of Defendants;
- (d) Residents of this District were confused by Defendants' trademark infringement, false advertising, and false and defamatory statements, and such customers cancelled their contracts with Plaintiff due to Defendants' actions. This customer confusion occurred in this District in, among other places, Miami, Florida and in Hollywood, Florida;
- (e) Defendants' acts are likely to cause confusion in this District; and
- (f) The harm suffered by Plaintiff was felt primarily in this District.

Plaintiff Nationwide

12) Plaintiff Nationwide Relocation is a corporation organized and existing under the laws of Florida, with its principal place of business at 6245 Powerline Road, Suite 202, Fort Lauderdale, FL, 33309. Plaintiff has continuously used and conducted business under the mark, "NATIONWIDE RELOCATION SERVICES," (the "Mark") since 2000. Plaintiff is in the business of brokering contracts between consumers and moving companies.

Defendant Walker

13) On information and belief, Defendant Walker is the principal owner, operator, and primary content provider of the MovingScam.com Business. At all relevant times or portions thereof, Walker operated the MovingScam.com Business under the name MovingScam.com and did so either as a sole proprietor or as a partner or joint venture partner of the other Defendants.

Defendant Walker is the primary decision maker for Defendant Consumers and the MovingScam.com Business, overseeing both the day-to-day operations of the corporation and the website, as well as its long-term plans. Defendant Walker has published more than 3,300 opinions, comments, and criticisms on the MovingScam.com Website. As such, Defendant Walker is inextricably intertwined with the operation and function of the MovingScam.com Website.

14) Defendant Walker has purposefully availed himself of the benefits of conducting business in Florida by marketing or brokering products to Florida residents, selling or brokering products or services to Florida residents, shipping products to Florida residents, and endorsing moving companies to consumers seeking to move into, out of, or within Florida. Defendant Walker also offers, through the MovingScam.com Business, live chat interactive communication with Florida residents for the purpose of facilitating sales to Florida residents. Defendant Walker has advised Florida residents who are searching for a moving company in Florida to use companies with which Defendant Walker and the other Defendants have a financial relationship. Defendant Walker has encouraged users of the MovingScam.com Business to use — and to avoid using — specific moving companies in Florida, including Plaintiff, and expressed opinions, comments, and criticisms about several moving companies based in, and operating within, Florida.

15) Defendant Walker operates on the MovingScam.com Website under the User ID TWALKER. On information and belief, all publications made on the MovingScam.com Website under the User ID TWALKER were made by Defendant Walker.

16) On information and belief, Defendant Walker and the other Defendants published false and defamatory statements in Florida about Plaintiff in direct response to inquiries by

residents of Florida and otherwise infringed Plaintiff's Mark in Florida in connection with the MovingScam.com Business.

17) Defendant Walker has traveled to Florida on behalf of the MovingScam.com Business. On information and belief, in or around September 2006, Defendant Walker traveled to Orlando, Florida to attend the Hard Rock Extravaganza, sponsored by the moving supplies company Smart Pack Solutions (d/b/a MoveOut.com) to promote the MovingScam.com Business. On information and belief, Defendant Walker was invited to attend the Hard Rock Extravaganza as a "Gold Level Affiliate" of Smart Pack Solutions in recognition of his generation of substantial Internet traffic for Smart Pack Solutions through the MovingScam.com Business, becoming one of Smart Pack Solutions "Top Producers." Defendant Walker also traveled to Miami, Florida in 2004 to pursue a complaint against a moving company and its principal.

Defendant Consumers

18) Defendant Consumers is a for-profit corporation organized and existing under the laws of Delaware, with its principal place of business located in Des Moines, Iowa. Consumers is the listed registrant of the MovingScam.com Business. Following its incorporation in 2005 as a for-profit corporation, Defendant Consumers has continuously or occasionally done business under the name MovingScam.com and has operated the MovingScam.com Business as an agent, partner or joint venture partner with the other Defendants.

19) Defendant Consumers has purposefully availed itself of the benefits of conducting business in Florida. On the MovingScam.com Website, Defendant Consumers markets and brokers products and services to Florida residents, sells products and services to Florida

residents, ships products to Florida residents, expressly endorses moving companies that operate within the State of Florida, and publishes opinions, comments, and critiques about numerous other moving companies based in and/or operating within Florida. Defendant Consumers also offers, through its website, interactive, live chat communication with Florida residents for the purpose of facilitating sales to Florida residents.

20) On information and belief, Defendant Consumers and the other Defendants published false and defamatory statements in Florida against Plaintiff in direct response to inquiries by residents of Florida and have otherwise infringed Plaintiff's Mark in Florida in connection with the MovingScam.com Business.

Defendant Bayolo

21) On information and belief, Defendant Bayolo is a resident of New York. She is a contributor to and content provider of the MovingScam.com Business and jointly operates the MovingScam.com Business with the other Defendants. Defendant Bayolo has published more than 12,300 opinions, comments, and criticisms on the MovingScam.com Website. Defendant Bayolo is actively involved in the MovingScam.com Business and is a driving force behind the direction, content and theme of this website. As such, Ms. Bayolo is inextricably intertwined with the operation and function of the MovingScam.com Business. Defendant Bayolo has encouraged users of the "MovingScam.com" website to use — and to avoid using — specific moving companies in Florida, including Plaintiff, and expressed opinions, comments, and criticisms about several moving companies based in and operating within Florida. On information and belief, Ms. Bayolo has also recommended to Florida residents, as an alternative

to using Florida moving companies, the use of companies with an undisclosed financial relationship with the MovingScam.com Business, the other Defendants, and herself.

22) Defendant Bayolo operates on the MovingScam.com Website under the User ID MUSICMOM. On information and belief, all publications made on the MovingScam.com Website under the User ID MUSICMOM were made by Defendant Bayolo.

23) On information and belief, Defendant Bayolo and the other Defendants have published false and defamatory statements in Florida about Plaintiff in direct response to inquiries by residents of Florida and have otherwise infringed Plaintiff's Mark in connection with the MovingScam.com Business.

Defendant Wanner

24) Defendant Wanner is a resident of Florida. Defendant Wanner, upon information and belief, jointly operates the MovingScam.com Business with the other Defendants over which this Court has jurisdiction.

25) Defendant Wanner is a substantial contributor to the MovingScam.com Business and a driving force behind the direction and theme of this website. She is a moderator for, and significant content provider to, the "MovingScam.com" website and has published more than 2,200 opinions, comments, and criticisms on the MovingScam.com Website. As such, Defendant Wanner is inextricably intertwined with the operation and function of the MovingScam.com Business.

26) Defendant Wanner operates on the MovingScam.com Website under the User ID FARRAH7031. On information and belief, all publications made on the MovingScam.com Website under the User ID FARRAH7031 were made by Defendant Wanner.

27) On information and belief, Defendant Wanner and the other Defendants published false and defamatory statements in Florida against Plaintiff in direct response to inquiries by residents of Florida and have otherwise infringed Plaintiff's Mark in Florida in connection with the MovingScam.com Business.

Defendant Diane

28) On information and belief Defendant Diane is a contributor to and content provider for the MovingScam.com Business and jointly operates the MovingScam.com Business with the other Defendants. Her full name and address are unknown. She is a moderator for and significant content provider to the MovingScam.com Business. Defendant Diane has encouraged users of the MovingScam.com Website to use — and to avoid using — specific moving companies in Florida, including Plaintiff, and expressed opinions, comments, and criticisms about several moving companies based in and operating within Florida. On information and belief, Diane has also recommended to Florida residents, as an alternative to using Florida moving companies, that the Florida residents use companies with an undisclosed financial relationship with the MovingScam.com Business. Diane has advised Florida residents who are searching for a moving company in Florida to use companies with which she and the other Defendants have a financial relationship.

29) On information and belief, Defendant Diane and the other Defendants published false and defamatory statements in Florida about Plaintiff in direct response to inquiries by residents of Florida and otherwise and infringed Plaintiff's Mark in Florida in connection with the MovingScam.com Business.

30) Diane is a substantial contributor to the MovingScam.com Business and a driving force behind the direction and theme of this website. Diane has published more than 12,500 opinions, comments, and criticisms on the MovingScam.com Website. As such, Diane is inextricably intertwined with the operation and function of the MovingScam.com Business.

31) DOES 1 through 150 include but are not limited to individual contributors to the MovingScam.com Business including, but not limited to, an individual who goes by the username "Diane."

The Common Enterprise of Defendants

32) Defendants Walker, Consumers, Bayolo, Wanner, and Diane (collectively, "Defendants") have aided and abetted and conspired with each other to operate the MovingScam.com Business and to perpetrate the wrongful and tortious actions alleged herein.

33) On information and belief, each Defendant has non-public knowledge of the MovingScam.com Business, its financial incentives, and its operation strategy. Each Defendant has published endorsements of moving-services companies affiliated with the MovingScam.com Business. Each Defendant has published statements expressly on behalf of the MovingScam.com Business, and has collated and republished statements of other visitors to the MovingScam.com Website on behalf of the Website to further the MovingScam.com Business. Each Defendant has knowledge of the structure and management of the MovingScam.com Business, and each Defendant knows about the companies affiliated with the MovingScam.com Business and the financial enterprise that operates as MovingScam.com. Each Defendant has published statements about the MovingScam.com Business's ostensible rules and philosophy.

34) On information and belief, the misconduct alleged herein was carried out by each of the Defendants working in cooperation with each other and with knowledge of, and with an intent to advance, the operation of the MovingScam.com Business.

35) Whenever in this Complaint reference is made to any act of Defendants Walker, Bayolo, Diane or Wanner (each an "Individual Defendant"), that allegation shall be deemed to mean that said Individual Defendant committed, conspired to commit, and/or aided and abetted the acts on behalf of each other Defendant.

Plaintiff's Business

36) Plaintiff is bonded, licensed by the U.S. Department of Transportation and is the largest residential moving and corporate relocation broker in the country. To market its business, Plaintiff has invested heavily in its Mark and in advertising under its Mark, to include, for example, a contract with the U.S. Postal Service as a preferred relocation service provider in change of address packets distributed by the postal service.

37) Plaintiff has used its Mark in United States commerce since 2000. Through Plaintiff's long, continuous, and exclusive use of its Mark, the Mark has acquired secondary meaning and goodwill as consumers have come to associate the Mark with Plaintiff and Plaintiff's services.

38) Since its inception, Plaintiff's services sold in connection with its Mark have generated millions of dollars in sales. Plaintiff has devoted and continues to devote considerable time, effort, and money in promoting and marketing its services offered in connection with the Mark.

Defendants' Business and Unlawful Activities

39) All of the Defendants work together to operate an e-commerce website, which sells various types of moving services and supplies. Defendants generate revenues from selling these moving services and supplies directly and from third party affiliates that pay Defendants a percentage of sales generated from consumers who click on links from Defendants' website to the affiliates' sites to make purchases.

40) Defendants seek to compete with Plaintiff. As an example, the MovingScam.com Website displays links to MoveOut.com d/b/a BoxKits.com, a company that offers boxes and other moving supplies, and Defendants receive a percentage of sales generated from customers who click on these links. Plaintiff also uses MoveOut.com as the box and moving supply vendor for its customers, and loses revenue every time a consumer follows Defendants' website after searching for Plaintiff's business and Mark, as explained infra.

41) To market their website, Defendants integrate the Plaintiff's Mark and hundreds of other third party trademarks and trade names of moving companies, located throughout the United States, into the Defendants' website. Defendants then engage in a tactic commonly referred to as "search engine spam," where each of the Defendants use the Mark and other third party trademarks to cause search engines, like Google, to index pages for Defendants' website in such search engines.¹ As a result, when consumers put the Mark into Google's search engine, Google lists the MovingScam.com Website as one of the top search results. Consumers then view and click on links to the MovingScam.com Website. The same is true with the hundreds of other third party trademarks that each of the Defendants has unlawfully misappropriated.

¹ Search engine indexing, also known as web indexing, involves the collection, parsing and storage of data for fast and accurate retrieval. Retrieval of data in an index is reflected, in Internet search engines, as a list of links on a web page in response to a query for a word or phrase.

42) As a marketing gimmick, all of the Defendants have worked together to craft the MovingScam.com Website to appear as a consumer protection-oriented website related to the moving industry. Defendants have named their website, "Moving Scam," and have registered and currently use the domain name, MOVINGSCAM.COM, for their website ("Website").

43) In order to draw in consumers, Defendants strategically place Plaintiff's Mark, along with other third party moving company trademarks, within key parts of the HTML files for the MovingScam.com Website. Defendants then use their "search engine spam" technique to get the Website indexed in search engines when consumers search for the Plaintiff's Mark or other third party moving company trademarks. Regarding just the Google search engine, Google indexes over 700 web pages on the Website into which Defendants have inserted Plaintiff's Mark. As a result, consumers searching on Google — or other search engines — for Plaintiff, are led to Defendants' commercial Website.

44) These "search engine spam" techniques used by Defendants have confused consumers searching for Plaintiff and Plaintiff's Mark. Further, when consumers visit the Website, each Defendant falsely leads consumers to believe that the Website is a consumer-protection website providing information to help consumers choose moving companies and vendors for moving supplies, when, in fact, the Website is an e-commerce website with the primary purpose of generating revenue by exploiting the trademarks of hundreds of moving companies nationwide.

45) Each of the Defendants has populated the Website with false and defamatory materials about hundreds of moving companies. The Website includes hundreds of conclusory statements that the movers listed on the Website "repeatedly practice the same scams against consumers." These defamatory statements are indexed on the Website by the trademarks of third

party moving companies, including Plaintiff's Mark. Defendants' defamatory statements have been wanton and without any regard for the truth, and, in fact, were motivated by their desire to profit.

46) When consumers arrive at the Website as a result of searches for the Plaintiff's Marks or other third party trademarks, each Defendant takes every opportunity to direct consumers (a) to the MovingScam.com Website's e-commerce shopping cart, where consumers can purchase various moving suppliers, and (b) to companies affiliated with the MovingScam.com Website, which pay Defendants upon sales generated by consumers originating from the Website. Screenshots from the e-commerce shopping cart on the MovingScam.com Website are attached to the Complaint as Exhibit "A." Notably, Defendant Consumers was formed with the State of Delaware as a for-profit corporation, despite the purported theme of the Website, which falsely describes the objectives of Defendant Consumers as consumer protection rather than a for profit corporation.

The Blacklist

47) As a key marketing tactic, Defendants have created what they call a "blacklist," which is a webpage that contains a list of hundreds of moving companies, including the Plaintiff. On the first page of the blacklist, Defendants state, "[m]ultiple sources have confirmed that the following moving companies repeatedly practice the same scams against consumers. The following links will provide a comprehensive report for the respective companies including links to other sites for more information." (Emphasis added.) A screenshot of the first page of the Defendants' blacklist is attached to the Complaint as Exhibit "B," which, notably, contains a commercial ad banner at the top of the blacklist advertising Defendants' moving supply business.

48) Defendants' use of the attention-grabbing term "blacklist" coupled with an actual list of hundreds of moving companies, is an integral part of Defendants' marketing strategy. Consumers seeking vendors for relocation services are enticed by a moving company's blacklist, which they believe will provide objective descriptions of disreputable moving companies.

49) In fact, Defendants' blacklist is merely a marketing ploy. On every page of Defendants' blacklist, Defendants promote both the companies Defendants "endorse" and Defendants' own products and services. On information and belief, Defendants have agreements with multiple vendors that advertise on the the MovingScam.com Website whereby the vendors pay Defendants for advertising or upon sales of products originating from visitors to the Website. More importantly, Defendants promote their own products and services heavily on their blacklist pages and throughout the entire Website.

50) In describing their blacklist, Defendants made statements that are not only false but also per se defamatory. Defendants state that the companies included on the blacklist "repeatedly practice the same scams against consumers." Defendants' use of the word "scam" is inherently and ostensibly an accusation that Plaintiff has repeatedly engaged in fraud, an accusation that is simply false. Furthermore, Defendants' statements that Plaintiff has repeatedly practiced a "scam" to the detriment of consumers, and other false statements by Defendants about Plaintiff, have confused consumers about the nature of Plaintiff's services.

51) Defendants also state that Aldo Disorbo, Sr. "is currently running the company," which is false. Aldo Disorbo, Sr., a relative of the President of Nationwide Relocation Services, neither is nor has he ever run Nationwide Relocation or even been in the business of moving and relocation services. This statement misleads consumers about the management of Plaintiff.

52) On the page of the MovingScam.com Website that displays Plaintiff's Mark on Defendants' "blacklist," Defendants, in a large and conspicuous advertisement, encourage consumers to purchase the goods and services of Defendants. A screenshot of this page of Defendants' blacklist is attached to the Complaint as Exhibit "C."

53) On information and belief, Defendants are each information content providers, in that each Defendants are responsible, in whole or in part, for the creation or development of information published on the Website that is false, misleading, confusing and/or defamatory.

The Message Board

54) The Defendants also maintain a message board where each Defendant makes frequent defamatory postings about, among other companies, Plaintiff, and where each Defendant encourages Internet visitors to post comments about moving companies. To date, the message board has thousands upon thousands of postings, hundreds of which contain Plaintiff's Mark and many of which are indexed in the Google search engine.

55) The MovingScam.com message board is viewed by thousands upon thousands of consumers each month.

56) Each Defendant uses the Website's message board as a way to attract consumers who are searching for moving companies. Defendants seek to profit from such consumers when they arrive at the MovingScam.com Website through the Website's message board.

57) Each Defendant encourages consumers to abandon business relationships with outside moving-services companies, such as Plaintiff, and to use the services endorsed by the MovingScam.com Website, through which Defendants receive a kickback.


58) Throughout the message board, Defendants have inserted advertisements for their own services and the services of Defendants' advertisers; specifically, Defendants have placed a column of links on several pages in the message board containing advertisements, and on each of the thousands of pages of the message board Defendants advertise individual products of Defendants' or Defendants' advertisers. For example, an advertisement for one individual product reads, "Moving Blankets. (2) 72"x80" Blankets Per Set - 3" non-woven binding with finished corners," and adjacent to this advertisement is a graphical depiction of moving blankets. Defendants use an advertisement serving system that rotates advertisements among advertisers in order to serve ads into the thousands of pages in the message board.

59) Each Defendant is individually active on the Website message board, and Defendants have published multiple statements accusing the Plaintiff of fraud and offering to direct consumers to alternatives to the Plaintiff. On information and belief, some of the defamatory statements about Plaintiff made by Defendants were direct responses to inquiries by residents of Florida.

60) Defendant Wanner has published the following defamatory statements about Plaintiff on the MovingScam.com message board:

- a) FARRAH7031: No, Nationwide is NOT a reputable company. They are based in Florida and are Moving Brokers, not a moving company. They're one of the biggest scammers out there. (05/09/07).
- b) TIMOHYUDDIN: Hello, I am moving from Milwaukee, WI to Houston, TX in mid june. I have recieved a quote from Nationwide/Moving Cost based out of Fort Lauderdale, FL on a telephone estimate. This company is listed as one of the black list companies on movingscam.com and lot of horror/rip-off stories, while on buisness beareu website it is listed as BBB online reliability member and there are no pending complaints the company.

FARRAH: HOLY CRAP! You need to run, not walk away from this company [Nationwide]. They are a broker and are WELL KNOWN for hiring scammers and hiring moving companies that aren't even licensed. They have over 500 complaints at the BBB. (05/06/07)

- c) FARRAH7031: Hercules shown to be connected to the notorious scammers Cross Country Van Lines and Nationwide Relocation Services. (01/30/07)
- d) FARRAH7031: We know ALL about Nationwide. They're a broker and do not do any of the moves themselves. They broker moves out to notorious scammers.  (01/09/07)
- e) FARRAH7031: Nationwide isn't the most reputable or easiest company to deal with Customer Service-wise. (04/09/07)

All of these statements are false and defame Plaintiff, and on information and belief, Defendant Wanner intentionally published these statements knowing that they were false. On information and belief, the other Defendants conspired with Wanner to publish the above-referenced statements, and worked with Wanner to publish defamatory statements about Plaintiff generally, with the purpose of diverting existing customers and potential customers away from Plaintiff.

61) Defendant Walker has published the following defamatory statements about Plaintiff on the MovingScam.com message board:

- a) TWALKER: No, no, no!!! Nationwide Relocation Services, Aldo Disorbo Sr. specifically, is one of the people who perfected the scam and he has been running it since the mid 1990's and getting away with it the whole time! They are on the black list for good reason. (01/03/06).
- b) TWALKER: First of all, the Disorbo family has been ripping off consumers since the mid-1990's (probably longer). American Van Lines is simply another alias for Nationwide Relocation Services - a broker run by the Disorbo's. (04/22/06).
- c) TWALKER: Just so you know the truth about Nationwide Relocation...

Quote: The initial quote was ~\$2500, but it went up to ~\$3000 3 days before the pick-up date.

This is standard protocol for Nationwide Relocation. They have a group of salespeople who do nothing but call their customers days before the move to tell them that the price went up. (01/06/03)

- TWALKER: In addition, more and more of them are taking thier lead from National Moving Network, and Nationwide Relocation Services and becoming brokers. They form little networks of scam artists similar to gypsy camps. (01/06/03)

- TWALKER: I will not go into details of how they operate because that information was provided to me by inside employees of NRS, but they use very creative tactics to bump the price (and their commission) that are unlike any other broker. (01/06/03)
- TWALKER: [Aldo Disorbo] has since been running Nationwide Relocation Services hiding behind his broker status to rip consumers off. (01/06/03)

All of these statements are false and defame Plaintiff, and on information and belief, Defendant Walker intentionally published these statements knowing that they were false. On information and belief, the other Defendants conspired with Walker to publish the above-referenced statements, and worked with Walker to publish defamatory statements about Plaintiff generally, with the purpose of diverting customers and potential customers away from Plaintiff.

62) Defendant Bayolo has published the following defamatory statements about Plaintiff on the MovingScam.com message board:

- DENISE: BTW, the sales rep was fired from NRS [Nationwide Relocation Services] for the way he handled the move.
MUSICMOM (Sharon Bayolo): Doubt it. They probably assigned him a new alias and gave him a bonus. He did exactly what he was trained to do. (11/03/06)
- They are the OTHER too-successful scam broker. Nationwide works with a network of known scam movers, most of them owned by the same people as NRS, and the money all ends up in he pockets of one Mr. Aldo DiSorbo. (09/28/05).
- MUSICMOM: You said you were contacted by Nationwide (Relocation Service?)? We know they are a scam broker, the biggest of them all. (10/15/06)
- MUSICMOM: Anyone who takes jobs from Nationwide Relocation Services CANNOT be trusted AT ALL! (10/03/06)
- MUSICMOM: I think Nationwide would use just about any mover who accepted their ridiculously low price offers. Anyone willing to jack up the price later to a more profitable bill that is. (08/31/06)
- GUEST: Why has Nationwide's Relocation's BBB report gone away? There's no record of it at all, like it never existed. Have they been kicked out?
DIANE: Hopefully. !!
MUSICMOM (Sharon Bayolo): Oh, God, I hope so! Then maybe hundreds of victims would stop being swayed by that logo and falling victim to the mother of all scam brokers. . . .

FARRAH7031: The SE Florida BBB cares more about the money they receive from Nationwide as a "member" than they care about the consumer. (05/06/07)

- g) MUSICMOM: Modern Moving Company racked up several complaints at this site, and on other consumer sites. They are known to deal with scam brokers such as National Moving Network/Patriot Moving/Premium Relocations, as well as Nationwide Relocation Services/World Moving Services. (11/12/06)

All of these statements are false and defame Plaintiff, and on information and belief, Defendant Bayolo intentionally published these statements knowing that they were false. On information and belief, the other Defendants conspired with Bayolo to publish the above-referenced statements, and worked with Bayolo to publish defamatory statements about Plaintiff generally, with the purpose of diverting customers and potential customers away from Plaintiff.

63) Defendant Diane has published the following defamatory statements about Plaintiff on the MovingScam.com message board:

- a) DIANE: I don't think he was referring only to the out-and-out scammers like Nationwide Relocation Services. (09/20/06).
- b) DIANE: Click on the link below my signature and scroll down to "New York City" to see what has been said here about other companies in your area. I recently put a "Caution" symbol in front of FlatRate because of questions that have been raised about it, allegations that it works with the known scammer Nationwide Relocation Services on interstate moves. (09/06/06).
- c) If you do a Google search on "Northwest Van Lines" you'll see that the first entry shows an association with Nationwide Relocation Services (Moving Cost), one of the most notorious scammers and on our Blacklist. Do not use this company and do not go with any company that you've never heard of that contacts you as a result of information that you posted on the Internet. That's how the scammers get their victims. If cost is a concern, consider using a U-Pack We-Drive company like Broadway Express or ABF. A couple hundred mostly rave reviews are on a sticky at the top of the messageboard. (03/13/06).
- d) DIANE: Another thing to keep in mind is that someone posted that Flat Rate accepts jobs booked by Nationwide Relocation Services, a notorious scammer, so it keeps bad company. (10/06/03).
- e) DIANE: I don't think he was referring only to the out-and-out scammers like Nationwide Relocation Services. (10/06/03).

All of these statements are false and Defame Plaintiff, and on information and belief, Defendant DIANE intentionally published these statements knowing that they were false. On information and belief, the other Defendants conspired with DIANE to publish the above-referenced statements, and worked with DIANE to publish defamatory statements about Plaintiff generally, with the purpose of diverting customers and potential customers away from Plaintiff.

64) Defendants have worked together to create the illusion that the message board is populated primarily with the posts of consumers; however, most of the postings are from the Defendants themselves. For example, DIANE has posted over 12,000 individual postings since October 6, 2003, which is an average of nine messages posted per day on the message board. BAYOLO is even more active, with over 12,000 postings since February 25, 2004, for an average of 10 messages posted per day on the message board. Both Wanner and Walker have published thousands of posts on the MovingScam.com message board.

65) On the message board, Defendants work together to steer consumers toward affiliated moving companies. Accordingly, each Defendant has made numerous posts discouraging customers from using outside moving-services companies like Plaintiff, and encouraging them to use moving-services companies affiliated with the MovingScam.com Website, such as Moovers, Inc.

66) As an example, the following postings were published on the message board about the affiliated moving company Moovers, Inc.:

- a) FARRAH7031: If Moovers can move you, I'd definitely go with them! Make sure they have availability, I know they are booking up quickly! (07/11/07).
- b) FARRAH7031: Moovers has never scammed anyone and based on their history and rave reviews, we endorse them. They will give you a maximum and minimum that your things will weigh and will only charge you for that amount, even if it goes over. (06/18/07)

- c) DIANE: . . . In my defense, my concern is always for the customer first and foremost, and from what I know of Moovers so far, it provides a good full-service move at very low cost, thus helping people who might otherwise go with scammers . . .

SAMANTHA: Hi, I'm browsing your boards as I've been trying to find a company to move my father from Orange, Co. CA to Charlotte, NC. He has a small amount of stuff, mostly just boxes...possibly 1200- 2000lbs (I've had a # of diff. online quotes). After reading reviews about Moovers, Inc. and Delancey St. how can I contact them? And do they move from Southern Cal? (07/18/05)

- TWALKER: My stance on in-home estimates has not changed, *however*, the reviews of Moovers have been consistently, and significantly above average. (03/19/07)
- MUSICMOM: Archie, regarding Moovers, you're going to have to trust us on this one. I personally will insist that every single person get an in-home estimate, for accuracy's sake. I know that Moover's over-the-phone quote is less desirable to pros for this reason. However, that being said, they have proven themselves time and time again, first locally and now nationwide. We just can't deny how happy their customers. (03/19/07)

67) In addition to encouraging consumers to use affiliated moving-services companies, each Defendant has expressly discouraged consumers from using unaffiliated moving-services companies, such as Plaintiff.

68) Each Defendant has published statements on the MovingScam.com message board discouraging consumers from employing Plaintiff's services. Each Defendant published these statements even after the consumers had expressly acknowledged to Defendants on the MovingScam.com message board that the consumers had already initiated a formal business relationship with Plaintiff. Each Defendant has told consumers to cancel their moves with Plaintiff and avoid doing any business with Plaintiff, regardless of the relationship existing between a consumer and the Plaintiff.

69) On information and belief, Defendants have never posted negative comments or opinions about the affiliates of MovingScam.com on the message board.

70) On information and belief, Defendants have never fully or accurately disclosed on the message board that they are affiliated with and are spokespeople for the MovingScam.com Website.

71) As a result, each Defendant is an information content provider on the Website's message board, in that each Defendant is responsible, in whole or in part, for the creation or development of information published on the message board that is false, misleading, confusing and/or defamatory.

72) Plaintiff entered into business relationships with multiple specific and identifiable consumers by, among other things, providing such consumers with bids for consumers moving services in response to telephone calls or emails from such consumers to Plaintiff. Such business relationships afforded Plaintiff prospective legal rights vis-à-vis such consumers. On information and belief, Defendants, on multiple occasions, including several occasions on January 3, 2006, gained knowledge of the aforementioned business relationships of Plaintiff with multiple consumers. Thereafter, on information and belief, Defendants intentionally interfered with Plaintiff's aforementioned business relationships with consumers by, among other unjustified actions, providing false and defamatory information to such consumers and encouraging such consumers not to enter contracts with Plaintiff.

Plaintiff's Damages

73) Plaintiff has suffered significant damages as a consequence of Defendants' individual and collective actions. Consumers often obtain multiple bids for their relocation services, and competitors of Plaintiff regularly refer potential customers to the MovingScam.com Website. Additionally, many consumers conducting Internet searches for the Plaintiff, or for

moving companies in general, eventually end up on the MovingScam.com Website. As a result, hundreds if not thousands of customers have chosen not to do business with Plaintiff as a direct result of the MovingScam.com Website and the false and defamatory material thereon.

Count I

Federal Unfair Competition Comprising False Statements of Fact and False Advertising; under Section 43(a) of the Lanham Act, 15 USC §1125(a); Conspiracy to Commit False Advertising

74) Plaintiff re-alleges and incorporates by reference each and every allegation set forth in paragraphs 1-73.

75) By engaging in the above-described activities, each Defendant has made false and misleading representations of fact in commercial promotions or advertising, which misrepresent the nature, characteristics, qualities, or geographic origin of Defendants' and Plaintiff's goods, services, or commercial activities, all in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. §1125(a)(1)(B).

76) On information and belief, Defendants also entered into an agreement among each other to publish these misleading representations of fact in commercial promotions or advertising, which misrepresent the nature, characteristics, qualities, or geographic origin of Defendants' and Plaintiff's goods, services, or commercial activities

77) Defendants worked together to publish these misleading representations of fact in commercial promotions or advertising.

78) On information and belief, Defendants formed a conspiracy to carry out this misconduct.

79) As a direct and proximate result of the actions, conduct, and practices of Defendants alleged above, Plaintiff has been damaged and will continue to be damaged.

80) Plaintiff has no adequate remedy at law.

Count II

Infringement of an Unregistered Trademark and Federal Unfair Competition Comprising False and Misleading Statements of Fact Under Section 43(a) of the Lanham Act, 15 U.S.C. §1125; Conspiracy to Commit Infringement of an Unregistered Mark

81) Plaintiff re-alleges and incorporates by reference each and every allegation set forth in paragraphs 1-80.

82) Plaintiff possesses common law trademark rights for the trademark NATIONWIDE RELOCATION SERVICES.

83) As a result of Plaintiff's marketing and promotion, the trademark NATIONWIDE RELOCATION SERVICES has come to signify Plaintiff as a preeminent and high quality moving services broker.

84) On information and belief, Defendants entered into an agreement among each other to integrate Plaintiff's Mark and the trademarks of other third party moving-services companies into over 700 Internet web pages of the MovingScam.com Website.

85) Defendants worked together to use Plaintiff's Mark and the marks of other third party moving-services companies into over 700 Internet web pages, including the insertion of Plaintiff's Mark into the metadata of the MovingScam.com Website.

86) On information and belief, Defendants formed a conspiracy to carry out this misconduct.

87) Defendants' actions violate Plaintiff's common law rights in its trademark NATIONWIDE RELOCATION SERVICES.

88) On information and belief Defendants' actions, in commerce, to entice Internet consumers to the MovingScam.com Website through the use of Plaintiff's Mark, are likely to cause confusion or mistake, or to deceive as to the affiliation, connection, or association of the Defendants' goods and services with Plaintiff or Plaintiff's Mark; or as to the origin, sponsorship, or approval of the MovingScam.com Website's goods, services, and commercial activities by Plaintiff under the Mark.

89) Defendants' continued use of the NATIONWIDE RELOCATION SERVICES trademark without the prior authorization of Plaintiff infringes Plaintiff's exclusive rights in the trademark and constitutes violations of Section 43 of the Lanham Trademark Act, 15 U.S.C. §1125(a). Defendants' actions, as described above, have also caused and are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendants with Plaintiff, or as to the origin, sponsorship, or approval of Plaintiff's goods, services, or commercial activities by Plaintiff, and thus constitute false designations of origin, passing off, and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a)(1)(A).

90) Defendants have committed the acts alleged above with the previous knowledge of Plaintiff's use and superior rights to the NATIONWIDE RELOCATION SERVICES trademark. Further, Defendants' actions were for the willful and calculated purpose of trading upon Plaintiff's goodwill and for the willful and calculated purpose of misleading and deceiving purchasers and the public with an intent to reap the benefit of NATIONWIDE RELOCATION SERVICES trademark.

91) By reason of Defendants' acts of false designation as alleged above, Plaintiff has suffered, and will continue to suffer, substantial damage to its business reputation and goodwill, as well as diversion of trade and loss of profits in an amount not yet ascertained. Plaintiff is entitled to damages in an amount that will be ascertained according to proof pursuant to 15 U.S.C. §1117.

92) Defendants' acts alleged above have caused and will cause irreparable harm to Plaintiff for which Plaintiff has no adequate remedy at law in that: (i) if Defendants' wrongful conduct continues, consumers are likely to become further confused about the nature of Plaintiff's services; (ii) Plaintiff's NATIONWIDE RELOCATION SERVICES trademark is a unique intellectual property, which has no readily determinable value; (iii) the infringement by Defendants constitutes an interference with Plaintiff's goodwill and customer relationships; and (iv) Defendants' wrongful conduct, and the damages resulting to Plaintiff, is continuing. Plaintiff is entitled to injunctive relief pursuant to 15 U.S.C. §1116(a).

93) Plaintiff is also entitled to recover its attorneys' fees and costs of suit pursuant to 15 U.S.C. §1117.

Count III

Defamation; Conspiracy to Defame

94) Plaintiff re-alleges and incorporates by reference each and every allegation set forth in paragraphs 1-93.

95) Each Defendant's actions as described above constitute defamation.

96) Each Defendant has made false statements regarding Plaintiff Nationwide Relocation.

97) Each Defendant's statements constitute defamation per se, in that they defame Plaintiff in its trade.

98) Each Defendant knew or should have known that the statements published were false, and as a result, each Defendant's actions were intentional or with fault amounting to at least negligence.

99) Each Defendant published these statements to various third parties without privilege.

100) On information and belief, Defendants also entered into an agreement among each other to publish defamatory statements about Plaintiff and other third party moving-services companies.

101) Defendants worked together to publish defamatory statements about Plaintiff and other third party moving-services companies on the MovingScam.com Website.

102) On information and belief, Defendants formed a conspiracy to carry out this misconduct.

103) As a proximate result of the foregoing acts, each Defendant has caused actual harm and are liable to Plaintiff for damages in an amount to be proven at trial.

104) Each Defendant has engaged in conduct of an oppressive, fraudulent, and malicious nature, thereby entitling Plaintiff to an award of punitive damages.

105) As a direct and proximate result of the actions, conduct, and practices of each Defendant alleged above, Plaintiff has been damaged and will continue to be damaged.

106) Plaintiff has no adequate remedy at law.

Count IV

Tortious Interference with Business Relationships; Conspiracy to Interfere with Business Relationships

107) Plaintiff re-alleges and incorporates by reference each and every allegation set forth in paragraphs 1-106.

108) The aforesaid acts of each Defendant constitute tortious interference with Plaintiff's business relationships with consumers. Specifically, Plaintiff entered into business relationships with multiple specific and identifiable consumers, which afforded Plaintiff prospective legal rights vis-à-vis consumers.

109) Each Defendant, on multiple occasions, including several occasions on January 3, 2006, gained knowledge of the aforementioned business relationships of Plaintiff with multiple consumers.

110) Thereafter, each Defendant intentionally interfered with Plaintiff's aforementioned business relationships with consumers by, among other unjustified actions, providing false and defamatory information to such consumers and encouraging such consumers not to enter contracts with Plaintiff or continue their relationship with Plaintiff.

111) On information and belief, Defendants also entered into an agreement among each other to discourage consumers from employing Plaintiff's moving services and to encourage consumers to use the moving-services companies affiliated with the MovingScam.com Website.

112) Defendants worked together to discourage consumers from employing Plaintiff's moving services and to encourage consumers to use the moving-services companies affiliated with the MovingScam.com Website.

113) On information and belief, Defendants formed a conspiracy to carry out this misconduct.

114) As a direct and proximate result of each of Defendant's acts, Plaintiff has suffered, and will continue to suffer, damages and irreparable harm.

115) Plaintiff has no adequate remedy at law.

Prayer for Relief

WHEREFORE, Plaintiff respectfully requests judgment as follows:

1. As to Counts I and II:
 - a. That the Court enter a judgment against Defendants that they have made false and misleading representations of fact in commercial advertising, all in violation of 15 U.S.C. §1125(a).
 - b. That the Court enter a judgment against Defendants that they have infringed and are infringing Plaintiff's common law trademarks pursuant to 15 U.S.C. §1125(a);
 - c. That the Court issue injunctive relief against Defendants, their officers, agents, representatives, servants, employees, attorneys, successors and assigns, and all others in active concert or participation with Defendants, enjoining and restraining them from:
 - i. Using in any manner the NATIONWIDE RELOCATION SERVICES trademark, or other trademarks of Plaintiff, alone or in combination with any other words or symbols, or any foreign derivatives or equivalents that are likely to cause confusion, deception or mistake, on or in connection with the advertising, offering for sale, or sale of any product or service that is not Plaintiff's or not authorized by Plaintiff to be sold in connection with these trademarks.

ii. Engaging in any other activity constituting an infringement of Plaintiff's trademarks, including the trademark NATIONWIDE RELOCATION SERVICES, or of Plaintiff's rights in, or right to use or to exploit said trademarks.

d. That the Court order Defendants to pay Plaintiff's general, special, and actual and statutory damages as follows:

e. Plaintiff's damages and Defendants' profits pursuant to 15 U.S.C. §1117(a).

f. Such other damages as the Court shall deem to be within the provisions of the Lanham Act, as amended;

g. Interest, including prejudgment interest, on the foregoing sums.

h. That the Court order Defendants to pay to Plaintiff both the costs of this action and the reasonable attorneys' fees incurred by it in prosecuting this action.

i. Such other further relief to which Plaintiff may be entitled as a matter of law or equity, or which the Court determines to be just and proper.

2. As to Counts III and IV:

a. Plaintiff's compensatory damages in an amount according to proof, but not less than \$1 million;

b. Punitive damages in an amount to be determined, but in no case less than treble Plaintiff's damages or \$3 million, whichever is greater.

c. As to Count III only, an order for a public retraction by the Defendants responsible for the acts alleged herein, to be disseminated as Plaintiff sees fit;

d. That the Court order Defendants to pay to Plaintiff both the costs of this action and the reasonable attorneys' fees incurred by it in prosecuting this action; and

e. Such other further relief to which Plaintiff may be entitled as a matter of law or equity, or which the Court determines to be just and proper.

REQUEST FOR JURY TRIAL

Plaintiff hereby demands a trial of this action by jury.

Respectfully submitted,

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NATIONWIDE RELOCATION SERVICES

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of this Motion has been mailed on September 12, 2007 to:

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