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11 **IN THE UNITED STATES DISTRICT COURT**
12 **FOR THE DISTRICT OF ARIZONA**

13 B2B CFO Partners, LLC, an Arizona
14 limited liability company; and B2B CFO,
15 LLC, an Arizona limited liability company;

16 Plaintiffs,

17 v.

18 James W. Hoggatt and Susan Hoggatt,
19 husband and wife; and CEO Solutions
20 Partners, LLC, an Arizona limited liability
21 company,

22 Defendants.

CASE NO: _____

COMPLAINT

23 For their Complaint against Defendants, Plaintiffs allege as follows:

24 **INTRODUCTION**

25 1. Plaintiff B2B CFO Partners, LLC (“B2B CFO Partners”), is the largest and
26 most successful CFO business in the United States. Defendant James W. Hoggatt
27 (“Hoggatt”) is a former member of B2B CFO Partners who, beginning before he formally
28 left B2B CFO Partners and continuing to the present time, has embarked on a campaign
of unlawful competitive conduct designed to damage the business of B2B CFO Partners
and the intellectual property of Plaintiff B2B CFO, LLC (“B2B CFO”). B2B CFO
Partners warned Hoggatt to stop his wrongful acts, but he refused. Plaintiffs now bring

1 this action to hold Hoggatt accountable for his wrongful conduct.

2 **PARTIES**

3 2. Plaintiff B2B CFO Partners, LLC is an Arizona limited liability company
4 with its principal place of business in Maricopa County, Arizona. B2B CFO Partners is
5 the successor in interest to B2B CFO, LLP, an Arizona limited liability partnership,
6 formerly known as B2B CFO/CIO, LLP. When CFOs agree to become part of the B2B
7 CFO business, they sign the operating agreement for and become members of B2B CFO
8 Partners.

9 3. Plaintiff B2B CFO, LLC, is an Arizona limited liability company with its
10 principal place of business in Maricopa County, Arizona. B2B CFO owns the federally
11 registered service mark “B2B CFO” (Reg. No. 2,576,655).

12 4. B2B CFO Partners has an exclusive license from B2B CFO to use the “B2B
13 CFO” service mark (Reg. No. 2,576,655) to advertise, promote, distribute, market, and
14 sell products and services in the United States. Under the parties’ licensing agreement,
15 any and all goodwill arising from B2B CFO Partners’ use of the mark inures solely to the
16 benefit of B2B CFO.

17 5. Defendants James Hoggatt and Susan Hoggatt are husband and wife and
18 residents of Maricopa County, Arizona. At all times relevant hereto, Hoggatt acted for
19 and on behalf of his marital community. Hoggatt has caused acts or events to occur in the
20 state of Arizona out of which these claims arose.

21 6. Defendant CEO Solutions Partners, LLC (“CEO Solutions”), is an Arizona
22 limited liability company transacting business in Maricopa County, Arizona. Hoggatt
23 formed CEO Solutions on February 26, 2019. Hoggatt is the manager and a member of
24 CEO Solutions. From and after the time he first organized CEO Solutions, and at all
25 times relevant to this Complaint, Hoggatt acted for and on behalf of CEO Solutions. CEO
26 Solutions is vicariously and jointly liable for the acts of Hoggatt as alleged herein.

1 **JURISDICTION AND VENUE**

2 7. This Court has subject matter jurisdiction over Counts One, Two, Three, and
3 Four pursuant to 28 U.S.C. § 1331, inasmuch as they arise under the laws of the United
4 States.

5 8. This Court has supplemental subject matter jurisdiction over Counts Five,
6 Six, and Seven pursuant to 28 U.S.C. § 1367, inasmuch as they are each so related to
7 Counts One through Four that together they form part of the same case or controversy
8 under Article III of the United States Constitution.

9 9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b).

10 **GENERAL FACTUAL BACKGROUND**

11 10. Jerry Mills (“Mills”), the founder and managing member of B2B CFO
12 Partners, created the B2B CFO concept in the mid-1980s while he was a manager at
13 Arthur Andersen & Co. Realizing he would need experience as a CFO before he could
14 start his own CFO business, he took a full-time position as CFO with a company in Mesa,
15 Arizona. He started his own CFO practice in or about May 1987.

16 11. As his own CFO practice grew and progressed, Mills developed a business
17 model for the B2B CFO concept in which CFOs would be taught, among other things,
18 how to sell and market the B2B CFO concept, how to network, how to close a deal, and
19 other aspects of the creation and operation of a successful CFO business. Mills continued
20 to develop the B2B CFO concept to the present day, creating a truly national organization
21 in B2B CFO Partners, which is the largest CFO business in the United States.

22 12. To market and distinguish the services offered by the CFO business he had
23 developed from would-be competitors, Mills registered the service mark “B2B CFO” on
24 the Principal Register of the United States Patent and Trademark Office (“USTPO”) on
25 June 4, 2002, for business management and consulting and for accounting services. The
26 USPTO assigned the mark Registration No. 2,576,655. Mills first used the “B2B CFO”
27 service mark in commerce on June 1, 2000, and the mark has had continual use in
28 commerce by its owner or a licensee of its owner since that time.

1 13. After registering the “B2B CFO” services mark on the USPTO’s Principal
2 Register, Mills licensed the mark to the predecessors-in-interest of B2B CFO Partners
3 and, ultimately, to B2B CFO Partners.

4 14. On June 21, 2012, Mills unconditionally assigned and transferred to B2B
5 CFO all right, title, and interest throughout the world in and to the “B2B CFO” services
6 mark, including without limitation the right to any registrations of the mark, the right to
7 prosecute any applications for the mark, the right to sue for past and future infringement,
8 and all goodwill of the business connected with the use of and symbolized by the “B2B
9 CFO” services mark. B2B CFO recorded its assignment of the “B2B CFO” services mark
10 with the USTPO on July 10, 2012.

11 15. Like Mills had before it, after B2B CFO acquired title to the “B2B CFO”
12 services mark, it granted B2B CFO Partners an exclusive, assignable, sub-licensable,
13 royalty-free license under the “B2B CFO” mark to use, advertise, promote, distribute,
14 market, and sell all products and services associated with the “B2B CFO” mark in all
15 countries of the world where B2B CFO has rights or is able to secure rights to the “B2B
16 CFO” mark.

17 16. Through the efforts of Mills, B2B CFO, and their licensees—including B2B
18 CFO Partners—the “B2B CFO” mark has become widely recognized by the general
19 consuming public of the United States as a designation of source of the services of B2B
20 CFO and its licensees, including its present licensee, B2B CFO Partners.

21 17. Through its members, B2B CFO Partners provides advisory and consulting
22 services to small- and medium-size businesses, including but not limited to consulting
23 services in the areas of financial controls, accounting procedures, business growth, and
24 exit strategies. B2B CFO Partners provides these services under the distinctive and
25 widely-recognized “B2B CFO” mark.

26 18. Hoggatt joined B2B CFO Partners in January 2014. At the time he joined,
27 he signed the operating agreement of B2B CFO Partners and became a member of the
28 LLC.

1 19. Section 1.9 of the B2B CFO Partners' operating agreement, which Hoggatt
2 agreed to and was bound by, contains the following non-solicitation provision:

3 Members who have been a Member for at least six months shall not,
4 for a period of two years commencing on the date that a Member is
5 no longer a Member in the Company, for his own account or for any
6 other person or entity, solicit the services of any Member or
7 employee of the Company for the purpose of having such Member
8 or employee provide any customer of such former Member with any
9 product or service that is the same as or similar to those sold or
10 provided by the Company. Notwithstanding the foregoing, a
11 Member shall in no event be precluded from continuing to work with
12 or for a customer with whom such Member worked while such
13 Member was a Member in the Company. The Members
14 acknowledge that the benefits received as a result of being a Member
15 for at least six months constitutes sufficient consideration to support
16 the foregoing restrictions.

17 20. On February 25, 2019, Hoggatt gave notice to Mills, in Mills' capacity as
18 managing member of B2B CFO Partners, that Hoggatt was retiring and withdrawing from
19 B2B CFO Partners, effective 30 days from that date.

20 21. Later that same day, on behalf of B2B CFO Partners, Mills notified Hoggatt
21 that B2B CFO Partners was waiving the 30-day notice period for Hoggatt's withdrawal
22 and retirement from the company and that Hoggatt's withdrawal and retirement from B2B
23 CFO Partners would be effective March 8, 2019. Hoggatt signed the notice, agreeing to
24 its terms, including but not limited to the acknowledgment that Hoggatt would honor
25 section 13 of B2B CFO Partners' operating agreement, containing the company's non-
26 disclosure and confidentiality clauses, which Hoggatt acknowledged meant he could not
27 copy, keep, or use any of B2B CFO Partners' licensed or owned intellectual property.

28 22. From and after February 25, 2019, to the effective date of his March 8, 2019,
withdrawal and retirement from B2B CFO Partners, Hoggatt continued to owe B2B CFO
Partners the contractual and fiduciary duties imposed by the B2B CFO Partners operating
agreement and the common law. Those duties included, but were not limited to, a duty of
loyalty to B2B CFO Partners.

1 23. At the time Hoggatt gave notice to B2B CFO Partners of his withdrawal, and
2 in violation of his fiduciary duty, Hoggatt knew but did not tell B2B CFO Partners that
3 he had been planning to form a competing entity, CEO Solutions, and thereafter compete
4 against B2B CFO Partners by offering the same or similar advisory and consulting
5 services to small- and medium-size businesses through CEO Solutions that B2B CFO
6 Partners provides through its members under the “B2B CFO” mark.

7 24. In keeping with his undisclosed plan, and in further violation of his fiduciary
8 duty to B2B CFO Partners, on February 26, 2019, Hoggatt formed CEO Solutions.

9 25. The next day, February 27, 2019, Hoggatt accessed B2B CFO Partners’
10 intranet. B2B CFO Partners’ intranet contains proprietary and confidential information
11 of Plaintiffs and is housed in a protected computer under 18 U.S.C. § 1030(e)(2). Upon
12 information and belief, Plaintiffs allege that Hoggatt accessed B2B CFO Partners’
13 intranet on February 27, 2019, in order to obtain information from B2B CFO Partners’
14 intranet that would benefit his undisclosed new competing enterprise, CEO Solutions.
15 Upon further information and belief, Plaintiffs allege the information Hoggatt accessed
16 included information deemed “Confidential Information” under the B2B CFO Partners
17 operating agreement, which Hoggatt agreed (in both the operating agreement and in the
18 waiver of the 30-day notice requirement) that he would not disclose to any third party,
19 use in any manner except for the benefit of B2B CFO Partners and to fulfill his obligations
20 under the B2B CFO Partners operating agreement, use for his own benefit or for the
21 benefit of third parties, or use to the detriment of B2B CFO Partners. Hoggatt further
22 agreed in both the operating agreement and in the waiver of the 30-day notice requirement
23 that he would not make any copies of the Confidential Information for use outside of B2B
24 CFO Partners, and that he would not retain any copies or other tangible evidence of the
25 Confidential Information after his withdrawal from B2B CFO Partners.

26 26. Also upon information and belief, Plaintiffs allege that between February 27
27 and March 8, 2019, in continuing violation of his fiduciary duty and contractual
28 obligations to B2B CFO Partners, Hoggatt continued to obtain information from B2B

1 CFO Partners, and to otherwise engage in misconduct, intended to benefit CEO Solutions,
2 to the detriment of B2B CFO Partners.

3 27. Following his withdrawal and retirement from B2B CFO Partners on March
4 8, 2019, Hoggatt began to aggressively market the services of CEO Solutions. However,
5 Hoggatt has done so by engaging in at least three separate categories of misconduct,
6 described below.

7 28. First, as part of his plan to market CEO Solutions, Hoggatt created a website
8 for CEO Solutions and caused that website to go live on the internet at the URL
9 <https://ceo.solutions>.

10 29. Hoggatt, acting on his own behalf and in his capacity as manager or an
11 officer of CEO Solutions, also registered the domain name “b2b.ceo” and caused that
12 domain name to forward (or redirect) its visitors to the <https://ceo.solutions> website. Upon
13 information and belief, Hoggatt and CEO Solutions are each either a registrant of the
14 “b2b.ceo” domain name or the registrant’s authorized licensee.

15 30. Hoggatt registered and used the “b2b.ceo” domain name knowing and in bad
16 faith intending that the similarity between B2B CFO’s registered “B2B CFO” service
17 mark and the “b2b.ceo” domain name would likely cause confusion, deception, or
18 mistake among the public (i) about the source or origin of the <https://ceo.solutions> website
19 that is connected to the “b2b.ceo” domain name and the services offered on that website;
20 (ii) regarding the affiliation, connection, or association between B2B CFO (or any
21 business legitimately operating under the “B2B CFO” service mark), the
22 <https://ceo.solutions> website connected to the “b2b.ceo” domain name, and the services
23 offered on that website; and (iii) concerning B2B CFO’s sponsorship or approval (or the
24 sponsorship or approval of any business or company legitimately operating under the
25 “B2B CFO” service mark) of the <https://ceo.solutions> website and the services offered on
26 that website.

27 31. At the very least, Hoggatt and CEO Solutions specifically and in bad faith
28 intended to create initial interest confusion among the public about the affiliation,

1 connection, or association of B2B CFO with CEO Solutions, the <https://ceo.solutions>
2 website, and the services offered on that website; the origin of the services offered by
3 CEO Solutions or promoted on the <https://ceo.solutions> website; and B2B CFO's
4 sponsorship or approval of the services offered by CEO Solutions or promoted on the
5 <https://ceo.solutions> website. Hoggatt and CEO Solutions created this initial interest
6 confusion by using the domain name "b2b.ceo," which is a colorable imitation of the
7 registered and famous "B2B CFO" service mark, to capture initial consumer attention by
8 appropriating the goodwill associated with the distinctive "B2B CFO" service mark to
9 attract potential customers to view the <https://ceo.solutions> website based on the false and
10 mistaken belief that the website and/or the services offered and promoted on that site are
11 somehow affiliated with, connected to, associated with, sponsored by, approved by, or
12 originated with B2B CFO.

13 32. The similarity of the "b2b.ceo" domain name and the "B2B CFO" service
14 mark; the relatedness of the services offered on the <https://ceo.solutions> website
15 connected to the "b2b.ceo" domain name and the services offered by B2B CFO Partners
16 under the "B2B CFO" mark; and the simultaneous use of the internet as a marketing
17 channel by Hoggatt and CEO Solutions, on the one hand, and B2B CFO and B2B CFO
18 Partners, on the other hand, creates a likelihood of confusion from Hoggatt and CEO
19 Solutions' use of the "b2b.ceo" domain name in commerce.

20 33. From the time they began using the "b2b.ceo" domain name through the
21 present, Hoggatt and CEO Solutions actually or constructively knew that B2B CFO
22 owned and had registered the "B2B CFO" service mark and that their use of the
23 confusingly similar "b2b.ceo" domain name infringed B2B CFO's rights to and in the
24 registered "B2B CFO" service mark.

25 34. Hoggatt and CEO Solutions were not authorized, and knew they were not
26 authorized, to use the "B2B CFO" service mark or any confusingly similar mark in
27 commerce to promote or draw interest to CEO Solutions or the services it offers.

28 35. Hoggatt and CEO Solutions used the "b2b.ceo" domain name specifically

1 intending (in bad faith) to divert consumers from the B2B CFO Partners website (located
2 at the URL <https://www.b2bcfo.com>) to the CEO Solutions website accessible under the
3 “b2b.ceo” domain name in order to piggyback on the goodwill associated with the “B2B
4 CFO” mark for the commercial gain of Hoggatt and CEO Solutions by creating confusion
5 about the source, sponsorship, affiliation, or endorsement of the CEO Solutions website
6 by B2B CFO.

7 36. Hoggatt and CEO Solutions did not believe, nor did they have reasonable
8 grounds to believe, that their use of the “b2b.ceo” domain name was a fair use or
9 otherwise lawful.

10 37. Second, to further mislead and deceive the public regarding the nature,
11 characteristics, quality, and origin of CEO Solutions’ services and their connection to or
12 association with B2B CFO and/or B2B CFO Partners, Hoggatt (acting on his own behalf
13 and in his capacity as an officer or the manager of CEO Solutions) created and posted to
14 the <https://ceo.solutions> website false statements about the services of CEO Solutions. In
15 particular, Hoggatt posted the following to the “Frequently Asked Questions” webpage
16 of the <https://ceo.solutions> website:

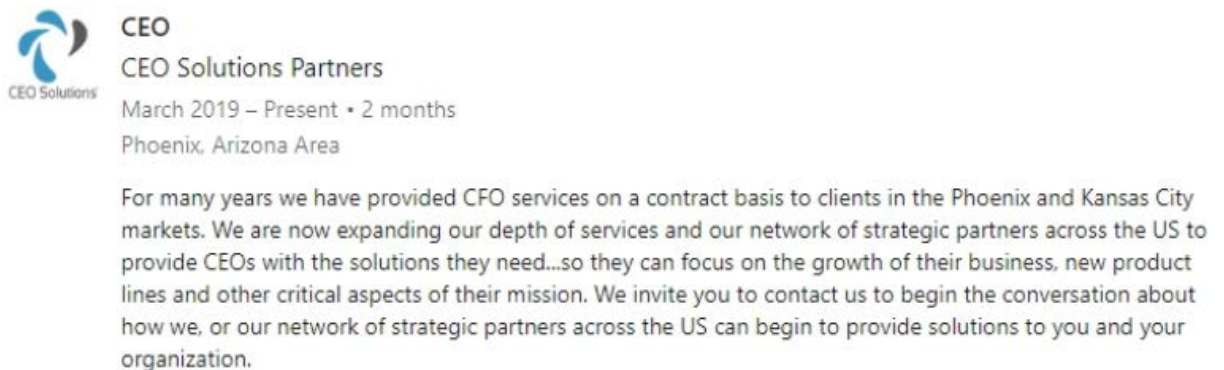
17 **Give me an example. How you have helped your clients in the**
18 **past?**

19
20 Over the past five years we have helped our clients by managing, implementing and/or
21 quarterbacking the following types of solutions: Chief Financial Officer (CFO) services
22 (interim CFO work and ongoing work), accounting services, controller services, risk
23 management, investment analysis, New Market Tax Credit work, ERP implementations,
24 business loans, refinancing, factoring, working capital loans, increasing cash flow and
25 company value, managing cash flow, budgets, forecasts of cash flow/profit & loss/balance
26 sheets, system integrations, process improvement, implementation of paperless invoice
27 and bill processing, accounting system rebuilds, business strategy, operational strategy
28 and more. As we grow our national group of strategic partners, we now can also help our
clients and potential clients in many other ways.

(<https://ceo.solutions/faq>, last visited Apr. 23, 2019.)

1 38. Hoggatt and CEO Solutions’ statement that “[o]ver the past five years *we*
 2 have helped our clients” by performing the listed services is a false and misleading
 3 statement intended to attribute to the new entity CEO Solutions a level of historical
 4 experience as an entity that it did not have. In fact, Hoggatt and CEO Solutions’ statement
 5 attributes experience Hoggatt received rendering services as a member of B2B CFO
 6 Partners to the fictional five-year history of CEO Solutions. In other words, Hoggatt and
 7 CEO Solutions are passing off the services of B2B CFO Partners (rendered through
 8 Hoggatt during the five years prior to his disassociation with B2B CFO Partners) as the
 9 services of CEO Solutions in order to free ride on the credibility, experience, and good
 10 will of B2B CFO Partners to bolster the credibility of CEO Solutions.

11 39. Hoggatt made a similar false and misleading statement in promotional or
 12 advertising material contained on his personal LinkedIn profile page, which can be
 13 accessed at the URL <https://www.linkedin.com/in/jimhoggatt>. The following is a
 14 screenshot captured on April 23, 2019, of that false and misleading statement:



22 40. Like the similar false and misleading statement on the “Frequently Asked
 23 Questions” webpage of the <https://ceo.solutions> website, the statement on Hoggatt’s
 24 LinkedIn page referencing CEO Solutions and asserting that “[f]or many years *we* have
 25 provided CFO services on a contract basis to clients in the Phoenix and Kansas City
 26 markets” is a false and misleading statement intended to attribute to the new entity CEO
 27 Solutions the credit for the work Hoggatt performed as a member of B2B CFO Partners
 28 in order to make the entity appear to have greater historical experience than it actually

1 had in providing CFO services.

2 41. Third, in violation of the B2B CFO Partners' operating agreement, Hoggatt
3 undertook, and continues to undertake, an aggressive campaign to solicit members of B2B
4 CFO Partners to join CEO Solutions.

5 42. This campaign includes various methods of contacting current members of
6 B2B CFO Partners to solicit their services for the purpose of having them provide the
7 customers of Hoggatt's new, competing CFO business (CEO Solutions) with the same or
8 similar services that B2B CFO Partners provides to its clients through its members.

9 43. One medium through which Hoggatt has engaged in these targeted, direct
10 solicitation efforts is social media, including direct messages sent through LinkedIn and,
11 upon information and belief, other social media platforms. These messages invite the
12 targeted member of B2B CFO Partners to view a post Hoggatt made on his LinkedIn feed
13 that promotes the CEO Solutions opportunity to the targeted member of B2B CFO
14 Partners and invites him or her to contact Hoggatt about joining his new, competing
15 enterprise. Hoggatt began sending these social media messages no later than March 23,
16 2019.

17 44. Another medium through which Hoggatt has engaged in his targeted, direct
18 solicitation of current B2B CFO Partners members is email communications. Beginning
19 no later than April 5, 2019, Hoggatt targeted multiple active members of B2B CFO
20 Partners with direct solicitation emails in which he reached out personally to individual
21 members of B2B CFO Partners to solicit the services of those members for the purpose
22 of having them join Hoggatt and CEO Solutions in order to provide their customers with
23 the same or similar services that B2B CFO Partners (through its members) provides to its
24 clients.

25 45. In a series of direct solicitation emails that Hoggatt sent to multiple
26 individual members of B2B CFO Partners on or about April 5, 2019, Hoggatt admitted
27 that he retired from B2B CFO Partners for the specific purpose of starting his own
28 competing CFO business and that he and CEO Solutions "are looking to recruit some top

1 talent across the U.S.” After outlining the benefits Hoggatt and CEO Solutions claim to
2 offer to their recruits, Hoggatt tells the targeted member of B2B CFO Partners that if he
3 or she would like more information, to let Hoggatt know. The clear message conveyed
4 by these emails to the recipient is that Hoggatt wants the recipient (who is a member of
5 B2B CFO Partners) to join Hoggatt’s competing enterprise (CEO Solutions) so the
6 recipient can provide the same or similar services to the customers of Hoggatt’s
7 competing enterprise that B2B CFO Partners provides (through its members) to its clients.

8 46. In an effort to stop the direct solicitations Hoggatt was sending to members
9 of B2B CFO Partners in violation of the nonsolicitation provision in section 1.9 of the
10 B2B CFO Partners operating agreement, Mills (acting in his capacity as managing
11 member of B2B CFO Partners) sent Hoggatt an email on April 5, 2019, demanding that
12 Hoggatt cease and desist from his violations of section 1.9 of the B2B CFO Partners
13 operating agreement.

14 47. Despite this warning, Hoggatt continued to target current members of B2B
15 CFO Partners with direct solicitation emails in an attempt to solicit the services of those
16 members for the purpose of having them provide customers of Hoggatt’s competing
17 enterprise (CEO Solutions) with the same or similar services as B2B CFO Partners
18 provides (through its members) to its clients, in violation of the nonsolicitation provision
19 in section 1.9 of the B2B CFO Partners operating agreement. For example, in a series of
20 emails sent directly to various individual members of B2B CFO Partners on or about
21 April 20, 2019, Hoggatt explained the benefits the targeted member of B2B CFO Partners
22 and his or her family could expect to receive if they joined CEO Solutions and invited the
23 targeted member of B2B CFO Partners to call Hoggatt or reply to his email to hear more.

24 48. B2B CFO Partners has suffered and continues to suffer irreparable harm and
25 damages as a result of Hoggatt’s direct solicitation efforts in violation of the
26 nonsolicitation provision in section 1.9 of the B2B CFO Partners operating agreement.
27 To date, he has successfully solicited at least one person who at the time of the solicitation
28

1 was a member of B2B CFO Partners to join Hoggatt’s competing CFO business, CEO
2 Solutions.

3 49. B2B CFO has suffered irreparable harm and damages through Hoggatt and
4 CEO Solutions’ infringement of its registered “B2B CFO” service mark and their acts of
5 cyberpiracy through their registration and use of the infringing “b2b.ceo” domain name.

6 50. Hoggatt and CEO Solutions, in turn, have (upon information and belief)
7 generated profits and other financial gain through their infringement of B2B CFO’s
8 registered “B2B CFO” service mark, through their acts of cyberpiracy in their registration
9 and use of the infringing “b2b.ceo” domain name, and through their false and misleading
10 representations of fact in their commercial advertising and promotion. Under the Lanham
11 Act and the Anticybersquatting Consumer Protection Act (“ACPA”), B2B CFO and B2B
12 CFO Partners are entitled to recover those profits in addition to any damages B2B CFO
13 and B2B CFO Partners have sustained and the costs of this action, including an award of
14 attorneys’ fees. *See* 15 U.S.C. § 1117(a).

15 **CLAIMS FOR RELIEF**

16 **COUNT ONE**

17 **(B2B CFO Against All Defendants: Trade Mark Infringement in Violation of**
18 **Section 32 of the Lanham Act, 15 U.S.C. § 1114)**

19 51. Plaintiffs incorporate herein all foregoing paragraphs of this Complaint.

20 52. As alleged herein, B2B CFO owns the service mark “B2B CFO,” which is
21 registered on the Principal Register of the UPSTO at Registration No. 2,576,655.

22 53. As alleged herein, without the consent of B2B CFO or its licensee,
23 Defendants used in commerce a colorable imitation of the registered “B2B CFO” mark—
24 namely the confusingly similar “b2b.ceo” domain name—in connection with the sale,
25 offering for sale, distribution, or advertising of their services.

26 54. As alleged herein, Defendants’ use of the “b2b.ceo” domain name is likely
27 to cause confusion, to cause mistake, or to deceive the public.
28

1 55. As alleged herein, Defendants knew that their use of the “b2b.ceo” domain
2 name would likely cause confusion, cause mistake, or deceive the public, and Defendants
3 specifically and in bad faith intended that their use of the “b2b.ceo” domain name would
4 cause confusion, cause mistake, or deceive the public and injure B2B CFO.

5 56. As a direct and proximate result of Defendants’ infringement, B2B CFO has
6 been and is likely to continue to be substantially injured in its business, including its
7 goodwill and reputation, resulting in lost revenues and profits and diminished goodwill.

8 57. B2B CFO is being damaged by the wrongful actions of Defendants in an
9 amount to be established at trial, and B2B CFO is entitled under 15 U.S.C. § 1117(a) to
10 recover from Defendants their profits and any and all damages sustained by B2B CFO,
11 trebled, as well as B2B CFO’s costs and attorneys’ fees in prosecuting this action.

12 58. Defendants’ infringement of the registered “B2B CFO” service mark
13 through their use of the colorable imitation “b2b.ceo” domain name is causing B2B CFO
14 irreparable harm through the consumer confusion and loss of goodwill created by
15 Defendants’ infringement of the registered mark. B2B CFO has no adequate remedy by
16 law. Under Section 34 of the Lanham Act, codified at 15 U.S.C. § 1116, B2B CFO is
17 entitled to preliminary and permanent injunctive relief enjoining Defendants from their
18 use of the “b2b.ceo” domain name to infringe the registered “B2B CFO” service mark.

19 WHEREFORE, Plaintiff B2B CFO prays for judgment against Defendants, jointly
20 and severally, as follows:

- 21 A. For Plaintiff’s actual damages resulting from Defendants’ trademark
22 infringement, trebled, plus Defendants’ profits, pursuant to 15
23 U.S.C. § 1117(a);
- 24 B. For a preliminary and permanent injunction prohibiting Defendants
25 from using the “b2b.ceo” domain name;
- 26 C. For an order under 15 U.S.C. § 1116(a) directing Defendants to file
27 with this Court and serve on B2B CFO within 30 days after service
28 on the Defendants of the prayed for preliminary and permanent

1 injunctions a report in writing under oath setting forth in detail the
2 manner and form in which Defendants have complied with the
3 injunction;

4 D. For Plaintiff's costs and attorney's fees pursuant to 15 U.S.C
5 §1117(a); and

6 E. For all other relief justified under the circumstances.

7 **COUNT TWO**

8 **(All Plaintiffs Against All Defendants: False Advertising and Unfair Competition**
9 **Under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a))**

10 59. Plaintiffs incorporate herein all foregoing paragraphs of this Complaint.

11 60. As alleged herein, Defendants, in connection with their services and
12 commercial activities, used in commerce false and misleading descriptions or
13 representations of fact in commercial advertising or promotion that misrepresents the
14 nature, characteristics, and qualities of their services and commercial activities, in
15 violation of Section 43(a) of the Lanham Act, codified at 15 U.S.C. § 1125(a).

16 61. The statements by Defendants alleged herein appearing on Hoggatt's
17 LinkedIn profile page and the CEO Solutions FAQ webpage constitute commercial
18 advertising by parties who are in commercial competition with Plaintiffs for the purpose
19 of influencing consumers to purchase Defendants' services. These statements are
20 disseminated to the purchasing public.

21 62. Plaintiffs cannot be fully compensated for the damages caused by
22 Defendants' false advertising and unfair competition, and Plaintiffs will suffer irreparable
23 harm if Defendants' conduct is not enjoined. Plaintiffs are therefore entitled to
24 preliminary and permanent injunctive relief prohibiting Defendants from falsely
25 representing that CEO Solutions has been offering CFO or other services for any period
26 of time longer than the period of time commencing with the date CEO Solutions was
27 formally organized and registered as an Arizona limited liability company.

28

1 63. Defendants' false statements have caused injury to Plaintiffs and Plaintiffs
2 are entitled to an award of the damages they have incurred, trebled, as well as recovery
3 of Defendants' profits and an award of Plaintiffs' reasonable attorneys' fees and costs
4 incurred in this action under 15 U.S.C. § 1117(a).

5 64. Defendants have acted maliciously and in bad faith.

6 WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and
7 severally, as follows:

8 A. For Plaintiffs' actual damages resulting from Defendants' Lanham
9 Act violation, trebled, plus Defendants' profits, pursuant to 15 U.S.C.
10 § 1117(a);

11 B. For a preliminary and permanent injunction prohibiting Defendants
12 from falsely representing that CEO Solutions has been offering CFO
13 or other services for any period of time longer than the period time
14 commencing with the date CEO Solutions was formally organized
15 and registered as an Arizona limited liability company;

16 C. For an order under 15 U.S.C. § 1116(a) directing Defendants to file
17 with this Court and serve on B2B CFO within 30 days after service
18 on the Defendants of the prayed for preliminary and permanent
19 injunctions a report in writing under oath setting forth in detail the
20 manner and form in which Defendants have complied with the
21 injunction;

22 D. For Plaintiffs' costs and attorney's fees pursuant to 15 U.S.C §
23 1117(a); and

24 E. For all other relief justified under the circumstances.

25 **COUNT THREE**

26 **(B2B CFO Against All Defendants: Violation of the Anticybersquatting Consumer**
27 **Protection Act, 15 U.S.C. § 1125(d))**

28 65. Plaintiffs incorporate herein all foregoing paragraphs of this Complaint.

1 66. As alleged herein, Defendants registered and used the “b2b.ceo” domain
2 name.

3 67. As alleged herein, the “b2b.ceo” domain name is confusingly similar to B2B
4 CFO’s distinctive, registered “B2B CFO” service mark.

5 68. As alleged herein, Defendants had a bad faith intent to profit from B2B
6 CFO’s distinctive and registered “B2B CFO” service mark when they registered and used
7 the “b2b.ceo” domain name, in violation of the ACPA.

8 69. Under 15 U.S.C. § 1125(d)(1)(C), this Court may remedy Defendants’
9 violation of the ACPA by ordering the forfeiture or cancellation of the “b2b.ceo” domain
10 name, or by ordering the transfer of that domain name to B2B CFO.

11 70. As a direct and proximate result of Defendants’ violation of the ACPA, B2B
12 CFO has been and is likely to continue to be substantially injured in its business, including
13 its goodwill and reputation, resulting in lost revenues and profits and diminished
14 goodwill.

15 71. B2B CFO is being damaged by the wrongful actions of Defendants in an
16 amount to be established at trial, and B2B CFO is entitled under 15 U.S.C. § 1117(a) to
17 recover from Defendants their profits and any and all damages sustained by B2B CFO,
18 trebled, as well as B2B CFO’s costs and attorneys’ fees in prosecuting this action.

19 72. Defendants’ violation of the ACPA is causing B2B CFO irreparable harm
20 through the consumer confusion and loss of goodwill created by Defendants’ use of the
21 “b2b.ceo” domain name that is confusingly similar to B2B CFO’s registered “B2B CFO”
22 service mark. B2B CFO has no adequate remedy by law. Under Section 34 of the Lanham
23 Act, codified at 15 U.S.C. § 1116, B2B CFO is entitled to preliminary and permanent
24 injunctive relief enjoining Defendants from their use of the “b2b.ceo” domain name to
25 infringe the registered “B2B CFO” service mark.

26 WHEREFORE, Plaintiff B2B CFO prays for judgment against Defendants,
27 jointly and severally, as follows:

28 A. For Plaintiff’s actual damages resulting from Defendants’ ACPA

1 violation, trebled, plus Defendants' profits, pursuant to 15 U.S.C. §
2 1117(a);

3 B. For a preliminary and permanent injunction prohibiting Defendants
4 from using the "b2b.ceo" domain name;

5 C. For an order under 15 U.S.C. § 1116(a) directing Defendants to file
6 with this Court and serve on B2B CFO within 30 days after service
7 on the Defendants of the prayed for preliminary and permanent
8 injunctions a report in writing under oath setting forth in detail the
9 manner and form in which Defendants have complied with the
10 injunction;

11 D. For an order under 15 U.S.C. § 1125(d)(1)(C) forfeiting or
12 cancelling Defendants' registration of the "b2b.ceo" domain name
13 or, alternatively, transferring that domain name to B2B CFO;

14 E. For Plaintiffs' costs and attorney's fees pursuant to 15 U.S.C.
15 §1117(a); and

16 F. For all other relief justified under the circumstances.

17 **COUNT FOUR**

18 **(B2B CFO Partners Against All Defendants: Violation of Computer Fraud and**
19 **Abuse Act, 18 U.S.C. § 1030, et. seq.)**

20 73. Plaintiffs incorporate herein all foregoing paragraphs of this Complaint.

21 74. As alleged herein, Defendants intentionally accessed a protected computer
22 of B2B CFO Partners over the internet without authorization and exceeding their
23 authorized access. In doing so, Defendants obtained information from a protected
24 computer, all in violation of 18 U.S.C. 1030(a)(2)(C).

25 75. As a direct result of Defendants' unlawful conduct in accessing a protected
26 computer, B2B CFO Partners has suffered damage or loss in excess of \$5,000.

27 WHEREFORE, Plaintiff B2B CFO Partners prays for judgment against
28 Defendants, jointly and severally, as follows:

1 341.01; and

2 E. For all other relief justified under the circumstances.

3 **COUNT SIX**

4 **(B2B CFO Partners Against Hoggatt: Breach of Fiduciary Duty)**

5 80. Plaintiffs incorporate herein all foregoing paragraphs of this Complaint.

6 81. As alleged herein, while a member of B2B CFO Partners, Hoggatt owed
7 B2B CFO Partners a fiduciary duty.

8 82. As alleged herein, Hoggatt breached his fiduciary duty to B2B CFO
9 Partners.

10 83. As a direct and proximate result, B2B CFO Partners has been damaged.

11 84. Defendants have acted willfully, maliciously, and with an evil mind,
12 justifying the imposition of punitive damages.

13 WHEREFORE, Plaintiff B2B CFO Partners prays for judgment against
14 Defendant Hoggatt and his marital community as follows:

15 A. For Plaintiff's actual, direct, and consequential damages resulting
16 from Defendant's breach of fiduciary duty;

17 B. For punitive damages in an amount justified in the sound discretion
18 of the jury; and

19 C. For all other relief justified under the circumstances.

20 **COUNT SEVEN**

21 **(B2B CFO Partners Against Hoggatt: Breach of Contract)**

22 85. Plaintiffs incorporate herein all foregoing paragraphs of this Complaint.

23 86. As alleged herein, Defendant Hoggatt signed the B2B CFO Partners
24 operating agreement.

25 87. As alleged herein, Defendant Hoggatt breached that agreement.

26 88. As a direct result of that breach, B2B CFO Partners has been damaged.

27 89. Because an award of money damages may be insufficient to provide B2B
28 CFO Partners with a sufficient remedy herein for the harm caused by Hoggatt's breach

1 of the nonsolicitation provision in the B2B CFO Partners' operating agreement, B2B CFO
2 Partners is entitled to a preliminary and permanent injunction against Hoggatt.

3 WHEREFORE, Plaintiff B2B CFO Partners prays for judgment against Defendant
4 Hoggatt and his marital community as follows:

- 5 A. For Plaintiff's actual, direct, and consequential damages resulting
6 from Hoggatt's breach;
- 7 B. For a preliminary and permanent injunction prohibiting Hoggatt from
8 continuing his acts of unlawful solicitation;
- 9 C. For Plaintiff's costs and attorney's fees pursuant to A.R.S. §12-
10 341.01; and
- 11 D. For all other relief justified under the circumstances.

12 **JURY DEMAND**

13 Plaintiffs hereby demand trial by jury of all claims and issues so triable.

14 Dated: April 23, 2019

SMITH LC

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By: /s/ Richard R. Thomas

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