

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MARYLAND  
(GREENBELT DIVISION)

NATIONWIDE HANDYMAN, LLC  
15881-A Crabbs Branch Way  
Rockville, MD 20855

Plaintiff,

v.

Case 1:08-cv-00019-AMD Document 1 Filed 01/03/2008

Page 1 of 1

NATIONWIDE HANDYMAN & REMODELING, INC.  
1001 68<sup>th</sup> Street  
Baltimore, MD 21237

Serve: Resident Agent  
R. Saul McCormick  
7419 Balimtore  
-Annapolis Blvd  
PO Box 1330  
Glen Burnie, MD 21060

and

JOE BUTTS  
1001 68<sup>th</sup> Street  
Baltimore, MD 21237

Defendant(s).

**COMPLAINT**

COMES NOW the Plaintiff Nationwide Handyman, LLC, by and through counsel Shawn C. Whittaker, and submits this Complaint against the Defendants Nationwide Handyman & Remodeling, Inc. and Joe Butts and in support thereof states the following:

**PARTIES AND JURISDICTION**

1. The Plaintiff Nationwide Handyman, LLC is a Maryland corporation which was formed on March 15, 2005. See *Department of Assessments record attached as Exhibit 1 and incorporated herein by reference.*

2. The Defendant Nationwide Handyman & Remodeling, Inc. is a Maryland corporation which was formed on December 11, 2003. See *Department of Assessments record attached as Exhibit 2 and incorporated herein by reference.*

3. The Defendant Joe Butts is the Principal of the Defendant Nationwide Handyman & Remodeling, Inc.

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331.

**FACTS RELEVANT TO ALL COUNTS**

5. Plaintiff Nationwide Handyman, LLC incorporates the preceding allegations as if fully set forth herein and further states the following:

6. Dominic Santopietro, Plaintiff Nationwide Handyman's managing member, owns the trademark for "Nationwide Handyman" which is recorded as U.S. Trademark Registration No. 3131372 in International Class 037 for house building and repair services. See a copy of the United States Patent and Trademark Office Service Mark Supplemental Register attached as Exhibit 3 and incorporated herein by reference.

7. Plaintiff Nationwide Handyman, LLC has the exclusive right to its corporate name in the State of Maryland.

8. The Defendant Nationwide Handyman & Remodeling, Inc. and Joe Butts use of "Nationwide Handyman & Remodeling, Inc." is too similar to the Plaintiff's name "Nationwide Handyman, LLC" and will likely confuse the public.

Case 1:08-cv-00419-AMD Document 1 Filed 01/03/2008 Page 3 of 1

9. On July 20, 2007, Plaintiff Nationwide Handyman, LLC, through prior counsel, sent Defendant Nationwide Handyman & Remodeling, Inc. a letter requesting Defendant Nationwide Handyman & Remodeling, Inc. and Joe Butts cease using the mark "Nationwide Handyman." See a copy of the letter attached as Exhibit 4 and incorporated herein by reference.

10. Subsequently, Defendant Nationwide Handyman & Remodeling, Inc. and Joe Butts' counsel contacted prior counsel to request documents confirming Plaintiff Nationwide Handyman, LLC's trademark.

11. On August 30, 2007, Plaintiff Nationwide Handyman, LLC, through prior counsel, sent Defendant Nationwide Handyman & Remodeling, Inc.'s counsel a copy of the Certificate of Registration used for "Nationwide Handyman" and the United States Patent and Trademark Office status report on the registered trademark of "Nationwide Handyman." See a copy of the letter attached as Exhibit 5 and incorporated herein by reference.

12. On November 14, 2007, Plaintiff Nationwide Handyman, LLC, through undersigned counsel, sent Defendants Nationwide Handyman & Remodeling, Inc. and Joe Butts another letter requesting Defendant Nationwide Handyman & Remodeling, Inc. and Joe Butts to cease operating as "Nationwide Handyman & Remodeling, Inc." See a copy of the letter attached as Exhibit 6 and incorporated herein by reference.

13. On November 26, 2007, Plaintiff Nationwide Handyman, LLC's counsel received an acknowledgment of receipt of the letter from counsel for Defendant Nationwide Handyman & Remodeling, Inc. However, counsel for Defendant Nationwide Handyman & Remodeling, Inc. did not address any of the issues in the letter. See a copy of the letter attached as Exhibit 7 and incorporated herein by reference.

14. On November 30, 2007, Plaintiff Nationwide Handyman, LLC's counsel sent a third letter to Defendants Nationwide Handyman & Remodeling, Inc. and Joe Butts' counsel requesting Defendant Nationwide Handyman & Remodeling, Inc. to cease operating as "Nationwide Handyman & Remodeling, Inc." See a copy of the letter attached as Exhibit 8 and incorporated herein by reference.

15. On December 6, 2007, Plaintiff Nationwide Handyman, LLC, through undersigned counsel, received a facsimile from Defendant Nationwide Handyman & Remodeling, Inc. and Joe Butts that included a note from Defendant Joe Butts, which stated that he will be

changing the name of "Nationwide Handyman & Remodeling, Inc." See a copy of the fax attached as Exhibit 9 and incorporated herein by reference.

16. On December 7, 2007, Plaintiff Nationwide Handyman, LLC's counsel received a letter from Defendants Nationwide Handyman & Remodeling, Inc. and Joe Butts' counsel stating that Defendants would cease using the name "Nationwide Handyman & Remodeling, Inc." and would instead use the name "Nationwide Contracting, Inc." See a copy of the letter attached as Exhibit 10 and incorporated herein by reference.

17. On December 12, 2007, Plaintiff Nationwide Handyman, LLC's counsel sent another letter to Defendants Nationwide Handyman & Remodeling, Inc. and Joe Butts' counsel stating that Nationwide Handyman, LLC would not agree to allow Defendants Nationwide Handyman & Remodeling, Inc. and Joe Butts' to use the term "Nationwide" related to contracting or similar services.

18. Upon information and belief, the Defendants Nationwide Handyman & Remodeling, Inc. and Joe Butts continue to operate as "Nationwide Handyman & Remodeling, Inc."

19. Despite being on notice since at least July 20, 2007 that Defendants Nationwide Handyman & Remodeling, Inc. and Joe Butss are wrongfully using the term "Nationwide Handyman," the Defendants Nationwide Handyman & Remodeling, Inc. and Joe Butts continue to wrongfully use the term "Nationwide Handyman."

COUNT I  
VIOLATION OF MD. CODE ANN., CORP. & ASSOC. ART. § 1-501. ET SEQ.  
(2007) (AS TO DEFENDANTS NATIONWIDE HANDYMAN & REMODELING, INC. AND  
DEFENDANT JOE BUTTS)

20. Plaintiff Nationwide Handyman, LLC incorporates the preceding allegations as if fully set forth herein and further states the following:

Case 1:08-cv-00019-AMD Document 1 Filed 01/03/2008 Page 6 of 1

21. Md. Code Ann., Corp. & Assoc. Art., § 1-504 requires an entity name to be distinguishable from an entity registered with the State of Maryland.

22. The name used by the Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts is not distinguishable from the name used by the Plaintiff Nationwide Handyman, LLC.

23. Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts are in violation of Md. Code Ann., Corp. & Assoc. Art., § 1-504.

24. Plaintiff Nationwide Handyman, LLC has been damaged by Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts violations of Md. Code Ann., Corp. & Assoc. Art., § 1-501, et. seq.

WHEREFORE, Plaintiff Nationwide Handyman, LLC requests that this Court:

(a) Enjoin the Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts from using the terms "Nationwide" or "Nationwide Handyman";

(b) Order the Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts to pay the costs of this action, including attorneys' fees;

(c) Award Plaintiff any other remedy this Court deems just and proper.

Case 1:08-cv-00019-COURT II Document 1 Filed 01/03/2008 Page 7 of 1  
VIOLETION OF MD. CODE ANN., COM. LAW ART. § 13-301, ET SEQ. (2007)  
(AS TO DEFENDANT NATIONWIDE HANDYMAN & REMODELING, INC. AND  
DEFENDANT JOE BUTTS)

25. Plaintiff Nationwide Handyman, LLC incorporates the preceding allegations as if fully set forth herein and further states the following:

26. Md. Code Ann., Comm. Law Art., § 13-301 defines unfair or deceptive practices to include, "any false disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers."

27. Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butt's use, including but not limited to all advertising, websites, and marketing brochures, of the phrase "Nationwide Handyman" in Nationwide Handyman & Remodeling, Inc. has the capacity, tendency, or effect of deceiving or misleading consumers.

28. However, any practice prohibited by Md. Code Ann., Comm. Law Art., § 13-301 is a violation, "whether or not any consumer in

fact has been misled, deceived, or damaged as a result of that practice." Md. Code Ann., Comm. Law Art., § 13-302.

29. Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts are in violation of Md. Code Ann., Comm. Law Art., § 13-301.

30. Plaintiff Nationwide Handyman, LLC has been damaged by Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts violations of Md. Code Ann. Md. Code Ann., Comm. Law Art., § 13-301 et seq.

31. Md. Code Ann., Comm. Law Art., § 13-408 allows for recovery of reasonable attorneys' fees.

WHEREFORE, Plaintiff Nationwide Handyman, LLC requests that this Court:

(a) Enjoin the Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts from using the terms "Nationwide" or "Nationwide Handyman";

(b) Order the Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts to pay the costs of this action, including attorneys' fees;

(c) Award Plaintiff Nationwide Handyman, LLC compensatory damages to be proven at trial;

(d) Award Plaintiff any other remedy this Court deems just and proper.

COUNT III  
VIOLATION OF 15 U.S.C. § 1111, ET SEQ. (2007) (AS TO DEFENDANT  
NATIONWIDE HANDYMAN & REMODELING, INC. AND DEFENDANT JOE BUTTS)

32. Plaintiff Nationwide Handyman, OOC incorporates the preceding allegations as if fully set forth herein and further states the following:

Case 1:08-cv-00019-AMD Document 1 Filed 01/03/2008 Page 9 of 1

33. Dominic Santopietro, managing member of Nationwide Handyman, LLC, is the owner of the trademark registration of "Nationwide Handyman."

34. Pursuant to 15 U.S.C. § 1114(a),

Any person who shall, without the consent of the registrant—use in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive . . . shall be liable in civil action by the registrant for the remedies hereinafter provided.

35. Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts's use including but not limited to all advertising, websites, and marketing brochures of the phrase "Nationwide Handyman" in Nationwide Handyman & Remodeling, Inc. is likely to cause confusion, or to cause mistake, or to deceive the public.

36. Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts are in violation of 15 U.S.C. § 1111 et seq.

37. Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts have been on notice since at least July 20, 2007 that they were wrongfully using the term "Nationwide Handyman," but they continue to wrongfully use the term.

38. Plaintiff Nationwide Handyman, LLC has been damaged by Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts violations of 15 U.S.C. § 1114.

39. 15 U.S.C. § 1117 allows for the Plaintiff Nationwide Handyman, LLC to recover Defendant Nationwide Handyman & Remodeling, Inc.'s profits, Plaintiff Nationwide Handyman, LLC's damages, costs of the action, or an amount determined by this Court to be just. This Court may also award attorneys' fees. This Court may also award treble damages, plus attorneys' fees, for willful violations.

40. In the alternative, Plaintiff Nationwide Handyman, LLC can elect to recover statutory damages of not less than \$1000.00 or more than \$1,000,000.00, as this Court considers just.

41. Defendants Nationwide Handyman & Remodeling, Inc. and Joe Butts conduct has been willful, as they have been made aware of their wrongful actions, but continue to wrongfully use the term "Nationwide Handyman."

WHEREFORE, Plaintiff Nationwide Handyman, LLC requests that this Court:



45. Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts's use including but not limited to all advertising, websites, and marketing brochures of the phrase "Nationwide Handyman" in Nationwide Handyman & Remodeling, Inc. is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association with the Plaintiff "Nationwide Handyman, LLC."

46. Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts have been on notice since at least July 20, 2007 that they were wrongfully using the term "Nationwide Handyman," but they continue to wrongfully use the term.

47. Plaintiff Nationwide Handyman, LLC has been damaged by Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts violations of 15 U.S.C. § 1125.

48. 15 U.S.C. § 1117 allows for the Plaintiff Nationwide Handyman, LLC to recover Defendant Nationwide Handyman & Remodeling, Inc.'s profits, Plaintiff Nationwide Handyman, LLC's damages, costs of the action, or an amount determined by this Court to be just. This Court may also award attorneys' fees. This Court may also award treble damages, plus attorneys' fees, for willful violations.

49. In the alternative, Plaintiff Nationwide Handyman, LLC can elect to recover statutory damages of not less than \$1000.00 or more than \$1,000,000.00, as this Court considers just.

50. Defendants Nationwide Handyman & Remodeling, Inc. and Joe Butts conduct has been willful, as they have been made aware of their wrongful actions, but continue to wrongfully use the term "Nationwide Handyman."

WHEREFORE, Plaintiff Nationwide Handyman, LLC requests that this Court: **Case 1:08-cv-00019-AMD Document 1 Filed 01/03/2008 Page 13 of 1**

(a) Enjoin the Defendant Nationwide Handyman & Remodeling, Inc. and Defendant Joe Butts from using the term "Nationwide" or "Nationwide Handyman";

(b) Award Plaintiff Nationwide Handyman, LLC damages to be determined at trial;

(c) Award Plaintiff attorney's fees;

(d) Award Plaintiff any other remedy this Court deems just and proper.

Respectfully submitted,



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