

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
TERRE HAUTE DIVISION**

HONEST ABE ROOFING FRANCHISE,  
INC., an Indiana Corporation,

Plaintiff,

v.

Case No. 2:22-cv-387

DCH & ASSOCIATES, LLC,  
a Georgia limited liability company,  
HONEST ABE ROOFING OF MACON  
GEORGIA, LLC, a Georgia limited liability  
company, DAMEION HARRIS, individually,  
and CHRISTINE HARRIS, individually

Defendants.

**VERIFIED COMPLAINT**

Honest Abe Roofing Franchise, Inc. (“Honest Abe”), for its Complaint against the defendants DCH & ASSOCIATES, LLC (“DCH”), HONEST ABE ROOFING OF MACON GEORGIA, LLC (“HAR OF MACON”), Dameion Harris (“Mr. Harris”) and Christine Harris (“Mrs. Harris”) (collectively, the “Defendants”), states as follows:

**JURISDICTION AND VENUE**

1. This is an action for breach of contract; trademark infringement, counterfeiting, and unfair competition under the Lanham Act, 15 U.S.C. §1501 et seq.; and misappropriation and unfair competition under Indiana common law.

2. This Court has jurisdiction over the subject matter of this action under 15 U.S.C. § 1121 (action arising under the Lanham Act); 28 U.S.C. § 1331 (federal question); 28 U.S.C. § 1332(a) (diversity); 28 U.S.C. § 1338(a) (any Act of Congress relating to trademarks); and 28 U.S.C. § 1338(b) (original jurisdiction over substantial state-law claims of unfair competition

related to federal trademark claims). This Court also has supplemental jurisdiction over Honest Abe's breach of contract and other state law claims pursuant to 28 U.S.C. § 1367, as they are part of the same case or controversy.

3. Venue is proper in this district under Section 23.07 of the Columbus Franchise Agreement and Macon Franchise Agreement as the Parties agreed to the exclusive venue in this judicial district.

### THE PARTIES

4. Honest Abe is an Indiana corporation with its principal place of business at 1070 Windsor Road, Terre Haute, Indiana 47802.

5. Mr. Harris is a Georgia resident with an address of 1820 Browning Bend Ct., Dacula, Georgia 30019.

6. Mrs. Harris is a Georgia resident with an address of 1820 Browning Bend Ct., Dacula, Georgia 30019.

7. DCH is a Georgia limited liability company with its principal place of business at 2013 Devonshire Drive, Ste 1350, Columbus, Georgia 31904.

8. Upon information and belief, Mr. and Mrs. Harris are the sole members of DCH.

9. On December 22, 2021, DCH entered into a Franchise Agreement with Honest Abe (the "Columbus Franchise Agreement") to operate a roofing franchise in the Columbus, Georgia Metropolitan Statistical Area territory (the "Columbus Designated Area"). A true and correct copy of the Columbus Franchise Agreement is attached hereto as **Exhibit A**.

10. On December 22, 2021, Mr. and Mrs. Harris entered into a Principal Owner's Guaranty and Assumption of Obligations (the "Columbus Personal Guaranty") to personally

jointly and severally guarantee DCH's performance under the Columbus Franchise Agreement. A true and correct copy of the Columbus Personal Guaranty is attached hereto as **Exhibit B**.

11. On December 22, 2021, Mr. and Mrs. Harris entered into a Confidentiality and Nondisclosure Agreement and Covenant Not to Compete with Honest Abe (the "Columbus Noncompete Agreement"). A true and correct copy of the Columbus Noncompete Agreement is attached hereto as **Exhibit C**.

12. HAR OF MACON is a Georgia limited liability company with its principal place of business at 3235 Satellite Boulevard, Building 400, Suite 300, Duluth, Georgia 30096.

13. Mr. and Mrs. Harris are the sole members of HAR OF MACON. A true and correct copy of HAR OF MACON's Operating Agreement provided to Honest Abe from Mr. and Mrs. Harris is attached hereto as See **Exhibit D**.

14. On April 8, 2021, HAR OF MACON entered into a Franchise Agreement with Honest Abe (the "Macon Franchise Agreement") for the Macon, Georgia Metropolitan Statistical Area territory (the "Macon Designated Area"). A true and correct copy of the Macon Franchise Agreement is attached hereto as **Exhibit E**.

15. On April 8, 2021, Mr. and Mrs. Harris entered into a Principal Owner's Guaranty and Assumption of Obligations with Honest Abe (the "Macon Guaranty") to personally jointly and severally guarantee HAR OF MACON's performance under the Macon Franchise Agreement. A true and correct copy of the Macon Personal Guaranty is attached hereto as **Exhibit F**.

16. On April 8, 2021, Mr. and Mrs. Harris entered into a Confidentiality and Nondisclosure Agreement and Covenant Not to Compete with Honest Abe (the "Macon

Noncompete Agreement”). A true and correct copy of the Macon Noncompete Agreement is attached hereto as **Exhibit G**.

#### **THE HONEST ABE SYSTEM AND MARKS**

17. Honest Abe has developed a unique and proprietary business system for providing roof repair services, new roof installation, gutter installation, and siding installation, along with other products and services from time to time with the primary focus being new roof installation (the “Business System”).

18. Honest Abe provides its unique services to the general public through authorized franchisees that meet Honest Abe’s qualifications to be awarded an Honest Abe Roofing franchise, which all together make up Honest Abe’s franchise system (the “Franchise System”). These authorized franchisees each feature a distinctive facility layout and design, business format and method of doing business, marketing and advertising procedures, job bidding and scheduling, financing, customer service, and proprietary training processes and systems.

19. To ensure the quality of services provided by its authorized franchisees, Honest Abe, among other things, provides its authorized franchisees: (1) uniform standards and operational procedures for all Honest Abe franchise businesses; (2) the standards for presentation and use of the Marks in conjunction with the Business System; (3) initial and ongoing training concerning the operation of an Honest Abe franchise business; (4) specially designed point-of-sale systems to process, track, and document work orders and ongoing projects; and (5) ongoing operational support and assistance to its franchisees.

20. Honest Abe owns and has exclusive rights to certain trade names, trademarks, service marks, logos, symbols, proprietary marks, and other indicia of origin, including but not limited to Honest Abe’s federally registered service marks “*Honest Abe Roofing*” (Registration

No. 5,417,968) and “*Honest Abe Roofing the Reliable Roofer*” (Registration No. 3,690,665) (the “Marks”).

21. Honest Abe has built substantial goodwill in the Marks through years of exclusive use of the Marks in connection with its roofing services.

22. As part of the Franchise System, Honest Abe owns certain confidential and proprietary information and trade secrets not available to the public, such as but not limited to all information, knowledge, trade secrets or know-how utilized or embraced by the Honest Abe Business System or that otherwise concerns the operations, programs, services, products, customers, practices, books, records, manuals, computer files, databases or software, the Business System, all Operations Manuals, Training Manuals or other Manuals, Honest Abe’s Standards and Specifications, and other information as described in the Franchise Agreements and Noncompete Agreements (the “Confidential Information”), which is provided to authorized to its authorized franchisees.

23. In order to gain access to Honest Abe’s Confidential Information, all franchisees and equity owners of Honest Abe franchisees are required to execute a Confidentiality and Nondisclosure Agreement and Covenant Not to Compete.

24. The Honest Abe Franchise System benefits from its collective, exclusive access to and use of such standards, operational procedures, training, and other information that is confidential to Honest Abe and its franchisees.

25. The Franchise System relies on each authorized franchisee playing by Honest Abe’s rules, such as providing Honest Abe’s roofing services in a first-class manner, coordinating marketing efforts, full and consistent operation of the System, and each franchisee being held to the same competitive standards.

26. The Franchise System is undermined when one franchisee decides unilaterally to operate a directly competitive business in the same geographic market as their former franchised business after termination of their Franchise Agreement and uses Honest Abe's trademarks and service marks in connection with that same competing business.

27. Defendants Mr. and Mrs. Harris each executed the Macon Noncompete Agreement with the Macon Franchise Agreement.

28. Defendants Mr. and Mrs. Harris each executed the Columbus Noncompete Agreement with the Columbus Franchise Agreement.

29. Such covenants against unauthorized disclosure of Honest Abe's Confidential Information and against unauthorized competition are critical for maintaining the integrity of Honest Abe's Franchise System and the value of Honest Abe's goodwill and Confidential Information.

30. Honest Abe has spent, and spends, considerable resources, time, and effort on ongoing development, promotion, and servicing of the Franchise System, its Marks, and its Confidential Information.

31. In addition, Honest Abe has made substantial investments in promotional and marketing campaigns designed to create a strong brand and image on behalf of itself and its authorized franchisees.

32. As a result of Honest Abe's efforts, Honest Abe has created substantial goodwill for Honest Abe and its franchisees in multiple regions of the United States, including in the State of Georgia. The Franchise System and Marks have become associated in the minds of consumers as providing the highest standards of quality in the maintenance, installation, and repair of roofing systems.

### **THE MACON FRANCHISE AGREEMENT**

33. Under the Macon Franchise Agreement, Honest Abe granted HAR OF MACON a nonexclusive right and license to operate an Honest Abe Roofing franchised business in Macon Georgia, with a physical location of 6004 Hawkinsville Road, Macon, Georgia 31216 (the “Macon Franchise Location”).

34. The Macon Franchise Agreement authorized HAR OF MACON to use Honest Abe’s Marks and Business System in connection with its Honest Abe franchised business in Macon, Georgia.

35. HAR OF MACON’s use of Honest Abe’s Marks was expressly conditioned upon its compliance with the Macon Franchise Agreement.

36. Under Section 2.02 of the Macon Franchise Agreement, HAR OF MACON agreed to pay a monthly royalty fee (“Royalty”) to Honest Abe throughout the term of the Macon Franchise Agreement.

37. Under Section 9.02 of the Macon Franchise Agreement, HAR OF MACON further agreed to pay a monthly fee to Honest Abe’s Brand Development Fund (“Brand Development Fee”) throughout the term of the Macon Franchise Agreement.

38. Under Section 12.02F of the Macon Franchise Agreement, HAR OF MACON further agreed to pay a monthly Technology Fee (“Technology Fee”) to Honest Abe as implemented in Honest Abe’s Operations Manuals.

39. HAR OF MACON authorized Honest Abe to collect such Royalties, Brand Development Fees, and Technology Fees by means of Electronic Funds Transfer (“EFT”).

40. Under Section 8.01F of the Macon Franchise Agreement, HAR OF MACON agreed not to use any of the Marks as part of HAR OF MACON’s corporate or other name.

41. Under Section 6.05L of the Macon Franchise Agreement, HAR OF MACON further agreed that Honest Abe shall have full and complete and independent access to information and data entered and produced by any computer system developed or selected by Honest Abe.

42. Under Section 10.01C of the Macon Franchise Agreement, HAR OF MACON agreed to obtain and maintain workers' compensation insurance, as required by law.

43. Under Section 18 of the Macon Franchise Agreement, HAR OF MACON acknowledged that any change in its address specified for notices shall be affected by giving fifteen (15) days' written notice of such change to Honest Abe.

44. Under Section 16.02 of the Macon Franchise Agreement, HAR OF MACON agreed to comply with certain post-termination obligations. These obligations require HAR OF MACON to take the following actions upon termination or expiration:

a. Immediately cease to use any Confidential Information, the System, the Standards and Specifications, the Operations Manuals, and Honest Abe's Marks and other distinctive signs, symbols and devices associated with the System;

b. Cancel any assumed name or equivalent registration which contains any of Honest Abe's Marks or parts of the Marks or any other name, service mark or trademark of Honest Abe's;

c. Immediately pay Honest Abe within seven (7) days of the date of termination all Royalties, Brand Development Fund fees, and any other fee payable to Honest Abe, with late payment charges, interest and any other fees due to Honest Abe;

d. Immediately pay to Honest Abe the actual and consequential damages, costs, and expenses (including without limitation attorney and expert fees) incurred by Honest Abe as a result of HAR OF MACON's default;

e. Strictly comply with, observe and abide by all of the provisions and covenants in Section 16 of the Macon Franchise Agreement;

f. Neither directly nor indirectly represent to the public that any other business Defendants may then own or operate, is or was operated as, or was in any way connected to, the System; and

g. Not operate or do business under any name or in any manner which might tend to give the general public the impression that HAR OF MACON is operating a Franchised Business or any confusingly-similar business.

45. Under Section 16.04(A) of the Macon Franchise Agreement, HAR OF MACON agreed that subsequent to any termination or expiration of the Macon Franchise Agreement, HAR OF MACON would not use any of the Marks or any reproduction, counterfeit, copy or colorable imitation of any of the Marks that could cause confusion, mistake, or deception as to the source of origin or which could dilute Honest Abe's rights in and to any of the Marks.

46. Under Section 16.04(B) of the Macon Franchise Agreement, HAR of MACON agreed that subsequent to any termination or expiration of the Macon Franchise Agreement, HAR OF MACON would not use any designation of origin, description or representation which might suggest an association or connection with Honest Abe.

47. Under Section 16.04(D) of the Macon Franchise Agreement, HAR OF MACON agreed that for twenty-four (24) months after termination or expiration of the Macon Franchise Agreement, HAR OF MACON would not engage as an owner, shareholder, partner, director,

officer, employee, consultant, salesperson, representative, or agent of any “Competing Business” within the geographic area encompassed by the Macon, Georgia, metropolitan statistical area (the “Macon Designated Area”), the geographic area encompassed by the Designated Area of any other Honest Abe franchisee as of the date of termination or expiration, or the geographic area contained in a circle of having a fifty (50) mile radius outward from the borders of the Macon Designated Area or any other designated area of an Honest Abe franchisee or corporate or affiliate owned franchised business.

48. Under the Macon Noncompete Agreement, Mr. and Mrs. Harris (personally, as equity owners) each covenanted that for a period of two (2) years from the date of the Macon Franchise Agreement’s termination, neither Mr. Harris nor Mrs. Harris, personally, shall “be engaged in or be concerned with or interested in . . . any business competitive with or similar to the Franchised Business within 50 miles of the Franchised Business Location or any other Honest Abe roofing Franchised Business.”

49. Under Section 16.06 of the Macon Franchise Agreement, Defendants HAR of Macon and Mr. and Mrs. Harris agreed to “jointly and severally” pay Honest Abe all costs and expenses (including without limitation, reasonable attorney fees and expert fees) incurred by Honest Abe in connection with successful enforcement of Section 16 of the Macon Franchise Agreement.

50. Under the Macon Personal Guaranty, Mr. and Mrs. Harris each personally guaranteed all of HAR OF MACON’s obligations under the Macon Franchise Agreement.

#### **TERMINATION OF THE MACON FRANCHISE AGREEMENT**

51. On March 8, 2022, Honest Abe attempted to send a Notice of Default (the “First Notice of Default”) to HAR OF MACON and Mr. and Mrs. Harris notifying them of their

multiple material defaults under the Macon Franchise Agreement. These material defaults included failing to pay Honest Abe the agreed-upon monthly Royalty, Brand Development Fee, and Technology Fee; failing to comply with Honest Abe's EFT requirements; and failing to restore Honest Abe's access to HAR OF MACON's Quickbooks. A true and correct copy of the First Notice of Default is attached hereto as **Exhibit H**.

52. However, the First Notice of Default was returned to Honest Abe as "UNDELIVERABLE" because HAR OF MACON failed to provide Honest Abe notice of a change of address. A true and correct copy of the First Notice of Default is attached hereto as **Exhibit I**.

53. On April 12, 2022, Honest Abe sent a second Notice of Default (the "Second Notice of Default") to HAR OF MACON and Mr. and Mrs. Harris outlining both the material defaults under the Macon Franchise Agreement contained in the First Notice of Default and additional discovered defaults, including changing the directed address for notices without notifying Honest Abe and canceling the required workers' compensation insurance. A true and correct copy of the Second Notice of Default is attached hereto as **Exhibit J**.

54. Per Section 15.01B of the Macon Franchise Agreement, the Second Notice of Default provided HAR OF MACON fifteen (15) days to cure the material defaults outlined in the Second Notice of Default.

55. HAR OF MACON failed to timely cure the material defaults within the fifteen (15) day deadline.

56. On May 5, 2022, Honest Abe sent HAR OF MACON and Mr. and Mrs. Harris a Notice of Termination ("Macon Notice of Termination"), which terminated the Macon Franchise

Agreement. A true and correct copy of the Macon Notice of Termination is attached hereto as **Exhibit K**.

57. The Macon Notice of Termination set forth HAR OF MACON'S and Mr. and Mrs. Harris's post-termination obligations.

58. The Macon Notice of Termination also demanded payment of One Hundred Eighty-Five Thousand Nine Hundred Sixty-Five and 11/100 Dollars (\$185,965.11), totaling all past-due fees owed by HAR OF MACON to Honest Abe under the Macon Franchise Agreement, as well as liquidated damages as partial compensation for lost future Royalties and Brand Development Fees under the Macon Franchise Agreement.

#### **THE COLUMBUS FRANCHISE AGREEMENT**

59. The Columbus Franchise Agreement incorporates certain attachments and exhibits, including without limitation, the Columbus Personal Guaranty and the Columbus Noncompete Agreement.

60. Under the Columbus Franchise Agreement, Honest Abe granted DCH a nonexclusive right and license to operate an Honest Abe Roofing Franchised Business using the Marks and unique Business System in Columbus, Georgia. DCH's use of the Marks and Business System were expressly conditioned upon its compliance with the Columbus Franchise Agreement.

61. Section 6.02 and 6.05(M) of the Columbus Franchise Agreement each required DCH to open for business within five (5) months of executing the Columbus Franchise Agreement.

62. Under Section 15.01A of the Columbus Franchise Agreement, DCH's failure to "commence construction of the Franchised Business or open" the Franchised Business is a default of the Columbus Franchise Agreement "for which there shall be no opportunity to cure."

63. Under Section 16.02 of the Columbus Franchise Agreement, DCH agreed to comply with certain post-termination obligations. These obligations required DCH to, among other things, immediately upon expiration or termination of the Columbus Franchise Agreement, not represent to the public that any other business owned or operated by DCH is or was operated as, or was in any way, connected to Honest Abe's Franchise System and not operate or do business under any name or in any manner which might tend to give the general public the impression that DCH is operating an Honest Abe Franchised Business or a confusingly-similar business.

64. Under Section 16.04(B) of the Columbus Franchise Agreement, DCH agreed that subsequent to any termination or expiration of the Columbus Franchise Agreement, DCH would not use any designation of origin, description or representation which suggests an association or connection with Honest Abe.

65. Under Section 16.04(D) of the Columbus Franchise Agreement, DCH agreed that for twenty-four (24) months after termination or expiration of the Columbus Franchise Agreement, DCH would not engage as an owner, shareholder, partner, director, officer, employee, consultant, salesperson, representative, or agent of any "Competing Business" within the geographic area encompassing the Columbus Franchise Agreement Designated Area, the geographic area encompassed by the Designated Area of any other Honest Abe franchisee as of the date of termination or expiration, or the geographic area contained in a circle having a fifty

(50) mile radius outward from the borders of the Columbus Designated Area or any other designated area of an Honest Abe franchisee or corporate or affiliate owned franchised business.

66. Under the Columbus Noncompete Agreement Mr. and Mrs. Harris (personally, as equity owners) each covenanted that for a period of two (2) years from the date of the Columbus Franchise Agreement's termination, neither Mr. Harris nor Mrs. Harris, personally, shall "be engaged in or be concerned with or interested in . . . any business competitive with or similar to the Franchised Business within 50 miles of the Franchised Business Location or any other Honest Abe roofing Franchised Business."

67. Under Section 16.06 of the Columbus Franchise Agreement, Defendants DCH and Mr. and Mrs. Harris agreed to "jointly and severally" pay Honest Abe all costs and expenses (including without limitation, reasonable attorneys fees and expert fees) incurred by Honest Abe in connection with successful enforcement of Section 16 of the Columbus Franchise Agreement.

68. Under the Columbus Personal Guaranty, Mr. and Mrs. Harris each personally guaranteed all of DCH's obligations under the Columbus Franchise Agreement.

#### **TERMINATION OF THE COLUMBUS FRANCHISE AGREEMENT**

69. DCH failed to construct and open its Franchised Business under the Columbus Franchise Agreement within five (5) months of executing of said Agreement.

70. Such failure constituted an incurable default under the Columbus Franchise Agreement.

71. On June 1, 2022, Honest Abe sent DCH and Mr. and Mrs. Harris a Notice of Termination (the "Columbus Notice of Termination"), which terminated the Columbus Franchise Agreement due to DCH's failure to open. A true and correct copy of the Columbus Notice of Termination is attached hereto as **Exhibit L**.

72. The Columbus Notice of Termination set forth DCH's and Mr. and Mrs. Harris's post-termination obligations.

#### **CONDUCT GIVING RISE TO VIOLATIONS OF LAW**

73. To date, the Defendants have refused to comply with their post-termination obligations under the Macon Franchise Agreement and the Columbus Franchise Agreement (together, the "Franchise Agreements"), the Macon Noncompete Agreement and the Columbus Noncompete Agreement (together, the "Noncompete Agreements"), and the Macon Personal Guaranty and the Columbus Personal Guaranty (the "Personal Guarantees").

74. Following the termination of the Macon Franchise Agreement, Defendants HAR OF MACON and Mr. and Mrs. Harris have refused to pay Honest Abe any of HAR of Macon's past-due Royalties, Brand Development Fees, Technology Fees, or liquidated damages, all of which were freely agreed to by HAR OF MACON and Mr. and Mrs. Harris.

75. Following the respective terminations of the Franchise Agreements, Defendants began to engage in, and continue to carry on in, the business of offering and selling roof repair services, new roof installation, gutter installation services, and similar home improvement services in both Macon and Columbus, Georgia, under the name "Authority Home Service Professionals" ("AHSP"). A true and correct copy of the affidavit of the private investigator engaged by Honest Abe is attached hereto as **Exhibit M**.

76. On both June 15, 2022 and June 18, 2022, Honest Abe's private investigator, Lee Wilson (the "Investigator"), left voicemail messages for Mr. Harris at the telephone number, (240) 319-2269, inquiring about roofing services in Macon, Georgia. See **Exhibit M** ¶ 10.

77. The (240) 319-2269 telephone number is subscribed to Mrs. Harris. **Exhibit M** ¶ 8, Exhibit B.

78. On June 22, 2022, the Investigator sent a text message to the telephone number that read, “I’m trying to reach a dude who does roofs in Macon. Can’t remember his name. Friend gave me number said to try you. Thanks, Nolan.” **Exhibit M ¶ 11**, Exhibit C.

79. On June 24, 2022, Mr. Harris called the Investigator to follow up regarding the Investigator’s original voicemail and text messages. **Exhibit M ¶ 12**.

80. On this call, the Investigator asked Mr. Harris, “Are you Abe?,” referring to Honest Abe. Mr. Harris responded, “Yes. Yes, sir. Yes, sir.” **Exhibit M ¶ 12**.

81. On this call, the Investigator told Mr. Harris that he wanted to help his son and daughter-in-law put a roof on their house. Mr. Harris explained that he would schedule a time for a “roofing advisor” to meet to look at the roof and get more information. **Exhibit M ¶ 13**.

82. On this call, the Investigator asked again, “Your name is Abe? Is that right?.” Mr. Harris responded “yes, yes the company is Honest Abe Roofing, but we just got bought over so we are called Authority Home Service Professionals.” **Exhibit M ¶ 13**.

83. On this call, the Investigator asked, “Okay, so Authority Home Associates, you said?,” Mr. Harris told him, “yeah, but you can put Honest Abe Roofing for now, just so they can remember.” **Exhibit M ¶ 13**.

84. On this call, Mr. Harris discussed financing options with the Investigator and informed the Investigator that his company works with several banks to provide financing and that his “inside salesperson” would follow up when “she’s in front of a computer.” **Exhibit M ¶ 13**.

85. On June 29, 2022, after the Investigator made attempts to follow up with Mr. Harris on the roofing quote, Mrs. Harris called the Investigator to get more information on the

house that needed roofing services and to schedule a meeting for a roofing advisor to come out to the house. **Exhibit M ¶ 17.**

86. On this call, Mrs. Harris stated that she was calling from “Authority Home Service Professionals.” **Exhibit M ¶ 17.**

87. On this call, Mrs. Harris told the Investigator that their company had “changed some things,” and had been “bought out,” and had a new location but would “absolutely service” him. **Exhibit M ¶ 17.**

88. On this call, Mrs. Harris confirmed that the house was “in the Macon area.” The Investigator and Mrs. Harris also discussed potential financing options for the project. **Exhibit M ¶ 17.**

89. Following this call, Mrs. Harris sent the Investigator a text message confirming the roofing advisor meeting had been scheduled for Friday, July 1, 2022, again identifying herself as “Christine with Authority.” **Exhibit M ¶ 18, Exhibit D.**

90. On July 1, 2022, the Investigator met with Mr. Harris at a house located at 3868 Robinson Road, Macon, Georgia 31204 (“3868 Robinson”), for Mr. Harris to provide the Investigator a quote for the price of a roof replacement on the house. **Exhibit M ¶ 19.**

91. The 3868 Robinson house is located approximately nine (9) miles away from the location of Defendants’ former Honest Abe franchised business in Macon, Georgia and is located within the Macon Franchise Agreement Designated Area. An aerial printout of Google Maps showing the proximity between the Macon Franchised Location and 3868 Robinson, as well as the Macon Franchise Agreement Designated Area is attached hereto as **Exhibit N.**

92. Mr. Harris arrived at the meeting in a 2015 GMC Yukon Denali with a Georgia Tag # CPD 9485, which vehicle registered under Mrs. Harris’s name. **Exhibit M ¶ 7, 19.**

93. During this meeting, the Investigator asked “Are you Abe, the Abes?.” Mr. Harris explained that “We’re now home service professionals.” The Investigator mentioned that “I guess y’all changed companies or something,” and Mr. Harris responded that “We had to because we’re doing more than roofs now.” **Exhibit M ¶ 20, 21.**

94. The Investigator met with Mr. Harris at the 3868 Robinson house for approximately forty-five (45) minutes. During this meeting, Mr. Harris walked around and investigated the house and engaged in a detailed discussion with the Investigator about the roofing and home improvement services that he and Mrs. Harris offer, including offering price quotes and rates for what Mr. and Mrs. Harris’ Company would charge for replacing the roof at the house, and potential financing options. **Exhibit M ¶ 19, 21.**

95. During this meeting, Mr. Harris assured the Investigator that he was fully licensed and insured for the roofing work. **Exhibit M ¶ 21.**

96. During this meeting, the Investigator asked Mr. Harris if his company was local. Mr. Harris confirmed, “We’re out of Columbus, Georgia . . . Home Service Professionals.” Mr. Harris told the Investigator that he and Mrs. Harris that they service all over the State, and that “we’ve been doing pretty good business.” **Exhibit M ¶ 22.**

97. Mr. Harris did not have a business card, but he did write a telephone number and the words “Authority Home Service Professional” on a yellow legal pad for the Investigator. **Exhibit M ¶ 23, Exhibit E.**

98. Following Mr. Harris’s meeting with the Investigator at 3868 Robinson, Mrs. Harris emailed the Investigator a price estimate for a roof replacement at the house. **Exhibit M ¶ 26, Exhibit F.**

99. Mrs. Harris quoted the Investigator Twenty-Three Thousand and 00/100 Dollars (\$23,000.00) for “Architectural Shingles” and Twenty-Eight Thousand and 00/100 Dollars (\$28,000.00) for “Polymodified Shingles.” **Exhibit M ¶ 26**, Exhibit F.

100. On July 5, 2022, the Investigator responded to Mrs. Harris’s email requesting more information on his financing options, to which Mrs. Harris responded that their company worked with multiple banks. **Exhibit M ¶ 27**, Exhibit G.

101. Defendants are also currently marketing and offering their competitive roofing repair, roofing installation, gutter installation, and related home improvement services to the public online at <https://www.ahsprofessionals.com> (the “AHSP Website”). An internet screenshot of the AHSP Website marketing Defendants’ services is attached hereto as **Exhibit O**.

102. The AHSP Website presently markets and advertises the opening of a “New Location Coming Soon!” in Columbus, Georgia. An internet screenshot of the AHSP Website advertising an AHSP location in Columbus, Georgia is attached hereto as **Exhibit P**.

103. The AHSP Website specifically identifies Mr. and Mrs. Harris as co-owners of the AHSP location in Columbus, Georgia. See **Exhibit P**.

104. Despite the AHSP Website stating that the Columbus AHSP location is “coming soon,” Defendants Mr. and Mrs. Harris are presently offering roofing repair and installation services to consumers in and around Macon, Georgia, from their Columbus, Georgia location. See **Exhibit M ¶¶ 11-27**.

105. While under the impression that the Investigator was a potential customer, Defendants represented themselves as “Honest Abe” and instructed the Investigator to refer to them as “Honest Abe.” See **Exhibit M ¶¶ 12, 13**.

106. While under the impression that the Investigator was a potential customer, Defendants misrepresented to the Investigator, that their Honest Abe Franchised Business was “bought out.” *Id.* (See **Exhibit M** ¶¶ 13, 17).

107. Defendants are omitting, concealing, and misdirecting from the AHSP Website any identification of the website’s owner or the owner of the tradename “Authority Home Service Professionals.” An internet screenshot of the AHSP Website’s Privacy Policy is attached hereto as **Exhibit Q**.

108. For example, the AHSP Website’s Privacy Policy provides a false address of 1234 E Elm St, Terre Haute, IN 47802. See **Exhibit Q**.

109. There is no place in Terre Haute, Indiana with an address of 1234 Elm Street.

110. The AHSP Website’s Privacy Policy also provides a false telephone number of (800) 304-1234.

111. The telephone number (800) 304-1234 is not an operative telephone number, and merely sends callers to an automated message stating, “the offer for which you are calling is not yet available” before the call is automatically ended.

112. The AHSP Website’s Privacy Policy is also identical to Honest Abe’s Privacy Policy on its website, with the exception of the parties’ respective names, and the false address and phone number on the AHSP Website’s Privacy Policy. An internet screenshot of Honest Abe’s Privacy Policy on its website is attached hereto as to **Exhibit R**.

113. There is no company registered as AHSP in the Georgia Secretary of State.

114. No business license for “Authority Home Services” has been registered in Macon, Georgia. See **Exhibit M** ¶ 9.

115. Defendants continue to maintain the active business entity Honest Abe Roofing of Macon Georgia, LLC, despite termination of the Macon Franchise Agreement. An internet screenshot of the State of Georgia Corporations Division's website showing the entity Honest Abe Roofing of Macon Georgia, LLC in "Active/Compliance" status is attached hereto as **Exhibit S**.

116. To date, Mr. and Mrs. Harris have refused to comply with their obligations to Honest Abe under both the Macon Personal Guaranty and Columbus Personal Guaranty (the "Personal Guarantees").

117. Defendants' non-compliance with the Franchise Agreements, Noncompete Agreements, and Personal Guarantees has caused and continues to cause significant damage to Honest Abe, the Franchise System, and other franchisees in the System, including forcing Honest Abe and its franchisees to compete with a business armed with inside information as to how Honest Abe and its franchisees operate.

118. Defendants' non-compliance has caused and continues to cause Honest Abe irreparable harm and damage to its goodwill, the System, its brand and image, and standing in the community.

119. Honest Abe's only means of enforcing the Franchise Agreements and Noncompete Agreements is by seeking injunctive relief.

120. From the consuming public's perspective, Mr. and Mrs. Harris are performing the same services as Honest Abe.

121. Honest Abe has a new franchisee located and operating in the Macon, Georgia MSA and Defendants' competition in that area will make it highly difficult for the new franchisee to operate in that area and will create a consumer confusion.

122. Honest Abe intends to rebrand in the Columbus, Georgia Metropolitan Statistical Area Territory and will have a difficult time doing so while the Defendants are competing in the area.

### **COUNT I**

#### **FEDERAL TRADEMARK COUNTERFEITING AND INFRINGEMENT**

123. Honest Abe re-alleges each and every allegation set forth in paragraphs 1- through 122 of this Verified Complaint as if fully restated herein.

124. Honest Abe was granted federal registrations for the Marks listed in Paragraph 20 of this Verified Complaint.

125. Since registration, Honest Abe has extensively advertised the Marks in connection with its franchised roof repair , new roof installation, gutter installation, and siding installation goods and services business.

126. The Franchise Agreements provide that Defendants' rights to use the Marks and Business System ended immediately upon termination of the Franchise Agreements.

127. The Macon Notice of Termination instructed Defendants to comply with their post-termination obligations and cancel any assumed name or equivalent registration which contains any Marks or parts of Marks or any other name, service mark, or trademark of Honest Abe and immediately cease use of Honest Abe's Marks.

128. To date, Defendants continue to maintain the registered business name "Honest Abe Roofing of Macon Georgia, LLC" despite the termination of the Franchise Agreements.

129. To date, Defendants have instructed potential customers to refer to their competitive business as "Honest Abe."

130. Defendants' continued registration and maintenance of "Honest Abe Roofing of Macon Georgia, LLC" after termination of the Macon Franchise Agreement and instructing potential customers to refer to their competitive business as "Honest Abe" constitutes an effort to dilute, destroy, "palm off," and appropriate to Defendants the goodwill, trade name, trademarks and service marks of Honest Abe. The Defendants' conduct infringes on Honest Abe's trademark rights and constitutes counterfeiting, all in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114.

131. Defendants' continued registration and maintenance of "Honest Abe Roofing of Macon Georgia, LLC" after termination of the Macon Franchise Agreement and instructing potential customers to refer to their competitive business as "Honest Abe" is highly likely to confuse the consuming public into thinking that Defendants are associated with Honest Abe, as well as cause damage to the Honest Abe Marks and to the new Honest Abe franchisee located and operating in the Macon, Georgia MSA.

132. Defendants' use of Honest Abe's Marks after termination of the Franchise Agreements constitutes willful and intentional infringement in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

133. Defendants are using Honest Abe's exact Marks, or reproduction, counterfeit, copy, colorable, or confusingly similar variations thereof, with full knowledge that Honest Abe owns the Marks and has obtained federal registrations for the Marks.

134. Honest Abe has been damaged and continues to be irreparably harmed as a result of the Defendants' willful and intentional counterfeiting and infringement, of Honest Abe's Marks.

135. Pursuant to Section 35(a) of the Lanham Act, 15 U.S.C. §§ 1116 and 1117(a), Honest Abe is entitled to temporary and permanent injunctive relief, and actual damages, plus Honest Abe's costs, disbursements and attorneys' fees incurred.

136. Because Defendants' infringement of Honest Abe's Marks is willful and intentional, Honest Abe is also entitled to treble damages and attorneys' fees pursuant to 15 U.S.C. § 1117(b).

## **COUNT II**

### **FEDERAL LAW UNFAIR COMPETITION**

137. Honest Abe re-alleges each and every allegation set forth in paragraphs 1 through 137 of this Verified Complaint as if fully restated herein.

138. Defendants' actions constitute unfair competition in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

139. Defendants' use of Honest Abe's Marks, or reproduction, counterfeit, copy, colorable, or confusingly similar variations thereof, is likely to cause confusion, mistake or deception and create the erroneous impression that Defendants and their goods and services are affiliated, connected, or associated with Honest Abe.

140. Honest Abe has suffered harm and damages as a result of Defendants' wrongful acts, and that damage will continue unless enjoined by the Court.

141. As a consequence of Defendants' violations, Honest Abe is entitled to the relief requested below.

**COUNT III**

**FEDERAL DESIGNATION OF ORIGIN**

142. Honest Abe re-alleges each and every allegation set forth in paragraphs 1 through 141 of this Verified Complaint as if fully restated herein.

143. Defendants' actions constitute false designation of origin in violation of 15 U.S.C. § 1125(a)(1)(B).

144. Defendants' use of Honest Abe's Marks, or reproduction, counterfeit, copy, colorable, or confusingly similar variations thereof, in commercial promotion misrepresents the nature, characteristics, qualities, or geographic origin of their commercial activities.

145. Honest Abe has suffered harm and damages as a result of Defendants' wrongful acts, and that damage will continue unless enjoined by this Court.

146. As a consequence of Defendants' violations, Honest Abe is entitled to the relief requested below.

**COUNT IV**

**BREACH OF MACON FRANCHISE AGREEMENT**

147. Honest Abe re-alleges each and every allegation set forth in paragraphs 1 through 147 of this Verified Complaint as if fully restated herein.

148. HAR OF MACON and Mr. and Mrs. Harris have breached the Macon Franchise Agreement by failing to comply with the post-termination and other obligations under the Macon Franchise Agreement, the Macon Noncompete Agreement, and the Macon Personal Guaranty.

149. Section 16.02 of the Macon Franchise Agreement requires HAR OF MACON and Mr. and Mrs. Harris to:

a. Immediately cease to use any Confidential Information, the System, the Standards and Specifications, the Operations Manuals, and Honest Abe's Marks and other distinctive signs, symbols and devices associated with the System;

b. Cancel any assumed name or equivalent registration which contains any of Honest Abe's Marks or parts of the Marks or any other name, service mark or trademark of Honest Abe's;

c. Immediately pay Honest Abe within seven (7) days of the date of termination all Royalties, Brand Development Fund fees, and any other fee payable to Honest Abe, with late payment charges, interest and any other fees due to Honest Abe;

d. Immediately pay to Honest Abe the actual and consequential damages, costs, and expenses (including without limitation attorney and expert fees) incurred by Honest Abe as a result of HAR OF MACON's default;

e. Strictly comply with, observe and abide by all of the provisions and covenants in Section 16 of the Macon Franchise Agreement;

f. Neither directly nor indirectly represent to the public that any other business Defendants may then own or operate, is or was operated as, or was in any way connected to, the System; and

g. Not operate or do business under any name or in any manner which might tend to give the general public the impression that HAR OF MACON is operating a Franchised Business or any confusingly-similar business.

150. Defendants are operating a competitive roofing repair and installation business serving customers in and around Macon, Georgia. Defendants directly represented to the

Investigator, under the impression that the Investigator was a potential customer, that they would “absolutely service” the Investigator at the 3868 Robinson house in Macon, Georgia.

151. Defendants represented and instructed the Investigator, on multiple occasions in the same phone call, that Defendants were Honest Abe, and that the Investigator should refer to them as Honest Abe.

152. Defendants met with the Investigator at the 3868 Robinson house to inspect the roof of the house, and Defendants proceeded to make affirmations that they could provide the work to replace the roof.

153. Defendants emailed the Investigator a price estimate, for the roof replacement at the 3868 Robinson house.

154. Both Mr. and Mrs. Harris, on separate occasions, misrepresented that their Honest Abe franchise had been “bought out.”

155. To date, Defendants have failed to pay Honest Abe the One Hundred Eighty-Five Thousand Nine Hundred Sixty-Five and 11/100 Dollars (\$185,965.11), which amount represents the past-due fees owed to Honest Abe under the Macon Franchise Agreement, as well as liquidated damages as partial compensation for lost future Royalties and Brand Development Fees under the Macon Franchise Agreement.

156. To date, Defendants continue to maintain the registered business name “Honest Abe of Macon Georgia, LLC.”

157. Mr. Harris represents that he and Mrs. Harris service customers all over the State of Georgia.

158. Defendants’ operation of a competing roofing repair and installation business serving customers in and around Macon, Georgia; failure to pay to Honest Abe all Royalties,

Brand Development Fees, and Technology Fees, including all late charges and interest; continued registration and maintenance of “Honest Abe Roofing of Macon Georgia, LLC,” instruction to potential customers to refer to their competitive business as “Honest Abe,” and failure to cancel any assumed name or registration using Honest Abe’s Marks, are clear breaches of the Macon Franchise Agreement and Macon Noncompete Agreement.

159. As a direct and proximate result of HAR OF MACON and Mr. and Mrs. Harris’ breaches of their post-term and other obligations under the Macon Franchise Agreement, Honest Abe has been damaged and irreparably harmed in that Honest Abe is unable to gain the benefit of its bargain under the Macon Franchise Agreement, including the loss of customers and goodwill.

160. Pursuant to the Macon Personal Guaranty and Paragraph 23 of the Macon Franchise Agreement, Honest Abe is also entitled to the recovery of its attorneys’ fees in the enforcement of its rights under the Macon Franchise Agreement.

### **COUNT V**

#### **BREACH OF COLUMBUS FRANCHISE AGREEMENT**

161. Honest Abe re-alleges each and every allegation set forth in paragraphs 1 through 161 of this Verified Complaint as if fully restated herein.

162. DCH and Mr. and Mrs. Harris have breached the Columbus Franchise Agreement by failing to comply with the post-termination and other obligations under the Columbus Franchise Agreement.

163. Section 16.02 of the Columbus Franchise Agreement requires DCH and Mr. and Mrs. Harris to:

- a. Immediately cease use of any Confidential Information, the System, the Standards and Specifications, the Operations Manuals, and the Trademarks and other distinctive signs, symbols and devices associated with the System;
- b. Cancel any assumed name or equivalent registration which contains any of the Trademarks or parts of Trademarks or any other name, service mark or trademark of Honest Abe's;
- c. Immediately pay to Honest Abe the actual and consequential damages, costs, and expenses (including without limitation attorney and expert fees) incurred by Honest Abe as a result of Defendants' default;
- d. Strictly comply with, observe and abide by all of the provisions and covenants in Section 16 of the Columbus FA;
- e. Neither directly nor indirectly represent to the public that any other business Defendants may then own or operate, is or was operated as, or was in any way connected to, the System; and
- f. Not operate or do business under any name or in any manner which might tend to give the general public the impression that Defendants are operating a Franchised Business or any confusingly-similar business.

164. Defendants represented and instructed the Investigator, on multiple occasions in the same phone call, that Defendants were Honest Abe, and that the Investigator should refer to them as Honest Abe.

165. Defendants additionally represented to the Investigator on various occasions that they are operating their competitive roofing and repair and installation business under the name AHSP.

166. The AHSP Website presently markets and advertises the opening of a “New Location Coming Soon!” in Columbus, Georgia.

167. The AHSP Website specifically identifies Mr. and Mrs. Harris as co-owners of the AHSP location in Columbus, Georgia.

168. The Defendants directly represented to the Investigator that “We’re out of Columbus, Georgia.”

169. Defendants’ clear operation of a competing roofing repair and installation business serving customers in and around Columbus, Georgia, and instruction to potential customers to refer to their competitive business as “Honest Abe” are clear breaches of the Columbus Franchise Agreement and Columbus Noncompete Agreement.

170. As a direct and proximate result of DCH and Mr. and Mrs. Harris’ breach of the post-term obligations under the Columbus Franchise Agreement, Honest Abe has been damaged and irreparably harmed in that Honest Abe is unable to gain the benefit of its bargain under the Columbus Franchise Agreement, including the loss of customers and goodwill.

171. Pursuant to Section 4 of the Columbus Personal Guaranty and Paragraph 23 of the Columbus Franchise Agreement, Honest Abe is also entitled to the recovery of its attorneys’ fees in the enforcement of its rights under the Columbus Franchise Agreement.

#### **COUNT VI**

#### **BREACH OF MACON CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT AND COVENANT NOT TO COMPETE**

172. Honest Abe re-alleges each and every allegation set forth in paragraph 1 through 171 of this Verified Complaint as if fully restated herein.

173. Mr. and Mrs. Harris, personally, as equity owners, have breached and continue to breach the Macon Noncompete Agreement by failing to comply with the post-term covenant not to compete against Honest Abe.

174. The Macon Noncompete Agreement provides that for a period of two (2) years following termination of the Macon Franchise Agreement, Mr. and Mrs. Harris, personally, as equity owners, shall not either directly or indirectly, individually or in partnership, as principal agent, shareholder, or in any other manner whatsoever, carry on, be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of, or permit their name or any part thereof to be used or employed by any person or entity engaged or concerned with or interested in any business competitive with or similar to Honest Abe within a 50-mile radius of the Macon Franchised Business Location, or any other Honest Abe Franchised Business or corporate or affiliate owned Franchised Business.

175. Section 26 of the Macon Franchise Agreement sets forth that a competing business is a business offering the same or similar products and services, including roofing, gutters, and other home improvement products and services now provided by the Honest Abe Roofing System, or developed in the future.

176. Mr. and Mrs. Harris are operating a directly competitive roofing business offering roofing services to consumers in and around Macon, Georgia, and inside the geographic scope of their covenant not to compete with Honest Abe.

177. As a direct and proximate result of Mr. and Mrs. Harris' breach of the Macon Noncompete Agreement, Honest Abe has been damaged and irreparably harmed in that Honest Abe is unable to gain the benefit of its bargain under that agreement, including the protection

provided to Honest Abe in Mr. and Mrs. Harris' covenant not to compete and loss of customers and goodwill.

**COUNT VI**

**BREACH OF COLUMBUS CONFIDENTIALITY AND NONDISCLOSURE  
AGREEMENT AND COVENANT NOT TO COMPETE**

178. Honest Abe re-alleges each and every allegation set forth in paragraph 1 through 177 of this Verified Complaint as if fully restated herein.

179. Mr. and Mrs. Harris, personally, as equity owners, have breached and continue to breach the Columbus Noncompete Agreement by failing to comply with the post-term covenant not to compete against Honest Abe.

180. The Columbus Noncompete Agreement provides that for a period of two (2) years following termination of the Columbus Franchise Agreement, Mr. and Mrs. Harris, personally, as equity owners, shall not either directly or indirectly, individually or in partnership, as principal agent, shareholder, or in any other manner whatsoever, carry on, be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of, or permit its name or any part thereof to be used or employed by any person or entity engaged or concerned with or interested in any business competitive with or similar to Honest Abe within a 50-mile radius of the Columbus Franchised Business Location, or any other Honest Abe Franchised Business or corporate or affiliate owned Franchised Business.

181. Section 26 of the Columbus Franchise Agreement sets forth that a competing business is a business offering the same or similar products and services, including roofing, gutters, and other home improvement products and services now provided by the Honest Abe Roofing System, or developed in the future.

182. Mr. and Mrs. Harris are operating a directly competitive roofing business offering roofing services to consumers in and around Columbus, Georgia, and within the geographic scope of their covenant not to compete with Honest Abe.

183. As a direct and proximate result of Mr. and Mrs. Harris' breach of the Columbus Noncompete Agreement, Honest Abe has been damaged and irreparably harmed in that Honest Abe is unable to gain the benefit of its bargain under that agreement, including the protection provided to Honest Abe in Mr. and Mrs. Harris' and DCH's covenant not to compete and loss of customers and goodwill.

### **COUNT VIII**

#### **STATE COMMON LAW UNFAIR COMPETITION**

184. Honest Abe re-alleges each and every allegation set forth in paragraphs 1 through 183 of this Verified Complaint as if fully restated herein.

185. Defendants' actions as set forth above constitute unfair, unconscionable and deceptive methods, acts, or practices in the conduct of trade or commerce in that Defendants have (1) caused a likelihood of confusion or misunderstanding in the marketplace as to the source, sponsorship, approval, or certification of goods or services, (2) represented that their goods or services has sponsorship or approval that they do not have, and (3) intentionally deceived the public so as to pass off the defendants' services for those connected to Honest Abe.

186. Such confusion in the marketplace is particularly harmful to Honest Abe given the reputation and referral-oriented nature of the home services industry.

187. As a result of Defendants' unfair competition, Honest Abe has been damaged in an amount to be determined at trial.

188. Honest Abe is entitled to preliminary and permanent injunctions against the Defendants' unfair trade practices, plus Honest Abe's costs and attorneys' fees incurred.

### **COUNT IX**

#### **MISAPPROPRIATION OF GOODWILL**

189. Honest Abe re-alleges each and every allegation set forth in paragraphs 1 through 189 of this Verified Complaint as if fully restated herein.

190. Defendants' actions, as set forth above, constitute misappropriation of Honest Abe's valuable goodwill and reputation. Defendants have taken the goodwill developed under the Honest Abe Marks and Franchise System and have transferred that goodwill to a directly competitive business operation.

191. As a direct result of Defendants' actions, as described in this Verified Complaint, Honest Abe has been damaged.

192. Honest Abe is entitled to preliminary and permanent injunctions against the Defendants' use of Honest Abe's goodwill and to damages for their unauthorized misappropriation of Honest Abe's valuable goodwill, plus Honest Abe's costs, disbursements and attorneys' fees incurred.

#### **BASIS FOR INJUNCTIVE RELIEF**

193. Defendants' intentional misuse of Honest Abe's Marks and willful violation of their covenants not to compete and post-term obligations under the Franchise Agreements and Noncompete Agreements have and will continue to cause irreparable harm and damage to Honest Abe and have and will continue to impair Honest Abe's business and the goodwill associated with Honest Abe's names, trademarks, and business systems.

194. Honest Abe has no adequate remedy at law to protect its substantial business and property rights, and the irreparable harm from Defendants' unauthorized use of the Marks and failure to comply with the covenants not to compete and post-term obligations are considerable and continuing, and thus not capable of ascertainment at this time.

195. Honest Abe is entitled to temporary, preliminary, and permanent injunctive relief enforcing the covenants not to compete and post-term obligations set forth in the Macon and Columbus Franchise Agreements and the associated Noncompete Agreements, and any other relief as may be directed by this Court.

196. The threat of future injury to Honest Abe and its Franchise System requires that Defendants be ordered to comply with the covenants not to compete and post-term obligations to prevent their continued breach and to ameliorate and mitigate Honest Abe's injury.

#### **PRAYER FOR RELIEF**

WHEREFORE, Honest Abe respectfully asks that this Court grant it the following relief:

1. An award of damages in the amount of \$185,965.11 to Honest Abe for all fees due under the Macon Franchise Agreement, including without limitation, past due royalties and fees owed by HAR OF MACON and Mr. and Mrs. Harris to Honest Abe, as well as liquidated damages owed by HAR OF MACON and Mr. and Mrs. Harris due to the premature termination of the Macon Franchise Agreement, and all other damages resulting from the Defendants' breach of the Macon Franchise Agreement which amount is in excess of the jurisdictional minimum;
2. An award of actual damages to Honest Abe for violations of the Lanham Act under Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a); provided, Honest

Abe reserves its rights under Section 35(c) of the Lanham Act, 15 U.S.C. § 1117(c) to seek Statutory Damages at any time prior to final judgement;

3. An award of treble damages to Honest Abe;
4. A preliminary and permanent injunction against the Defendants, their agents, members, shareholders, officers, directors, owners, servants, employees, successors, and assigns, and all others in active concert or participation with them enforcing all post-termination obligations contained in the Macon and Columbus Franchise Agreement and Noncompete Agreements, including to:
  - a. Immediately cease use of any Confidential Information, the System, the Standards and Specifications, the Operations Manuals, and the Trademarks and other distinctive signs, symbols and devices associated under the System;
  - b. Immediately deliver to Honest Abe all Confidential Information and all copies thereof (without regard to form or format), and all records, files, instructions, correspondence, and all other material related to operating the Honest Abe Franchised Business;
  - c. Not use Honest Abe's trademarks or any reproduction, counterfeit, copy or colorable imitation thereof that could cause confusion, mistake or deception as to source of origin or which could dilute Honest Abe's rights in and to any of its trademarks;
  - d. Not utilize any designation of origin, description or representation which suggests an association or connection with Honest Abe;

- e. Immediately cancel all assumed names or equivalent registrations which contain any of Honest Abe's registered trademarks or parts of trademarks, or any other name, service mark or trademark of Honest Abe's;
- f. Strictly comply with, observe and abide by all of the provisions and covenants in Section 16 of the Franchise Agreements.
- g. Neither directly nor indirectly represent to the public that any business Defendants may own or operate, is or was operated as, or was in any way connected to the Honest Abe Franchise System;
- h. Not operate or do business under any name or in any manner which might tend to give the general public the impression that Defendants are operating an Honest Abe Franchised Business or any confusingly-similar business;

5. A preliminary and permanent injunction against the Defendants, their agents, members, shareholders, officers, directors, owners, servants, employees, successors, and assigns, and all others in active concert or participation with them enforcing the covenants not to compete contained in the Macon and Columbus Noncompete Agreements, including that:

- a. For a period of two (2) years following the date of this Court's order, not either directly or indirectly, individually or in partnership, as principal agent, shareholder, or in any other manner whatsoever, carry on, be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of, or permit its name or any part thereof to be used or employed by any person or entity engaged or concerned with or interested in any business offering the same or similar products and services, including roofing, gutters, and other home improvement products and services, now offered by Honest Abe

within a 50-mile radius of i) the location of Defendants' former Honest Abe franchised business in Macon, Georgia, ii) the Columbus, Georgia metropolitan statistical area territory, or iii) any other Honest Abe Franchised Business or corporate or affiliate owned Franchised Business.

6. Honest Abe's costs, disbursements, costs of investigation and attorneys' fees incurred in this action; and

7. Any other and further relief as this Court deems just and appropriate.

WILKINSON GOELLER MODESITT  
WILKINSON & DRUMMY LLP  
333 Ohio Street  
Terre Haute, IN 47807  
Telephone: (812) 232-4311  
Facsimile: (812) 235-5107  
E-mail: [wwdrummy@wilkinsonlaw.com](mailto:wwdrummy@wilkinsonlaw.com)

By: s/ William W. Drummy  
William W. Drummy, #4607-84

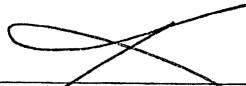
### VERIFICATION

Mr. Kevin Newton declares as follows:

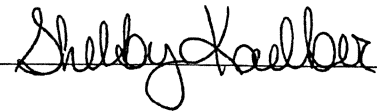
I am the President of Honest Abe Roofing Franchise, Inc., Plaintiff herein. I have read the foregoing Verified Complaint and know the contents thereof and the same are true of my own knowledge.

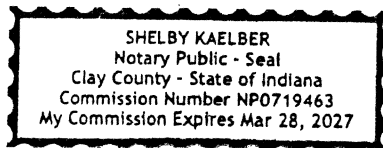
Pursuant to the provisions of 28 U.S.C. 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 30 day of Aug., 2022.

By:   
Kevin Newton, President

Subscribed and sworn to by Kevin Newton before me this 30 day of Aug., 2022, in Vigo County, Indiana.

, Notary Public



Vigo County, Indiana

My Commission Expires: mar. 28, 2027