



Jeffrey L. Schultz

Contact info redacted

May 25, 2022

**VIA EMAIL (Redacted) AND VIA REGULAR MAIL, UPS
OVERNIGHT DELIVERY, AND HAND-DELIVERY
(Redacted)**

Redacted
help@premiumhomeservice.info

Hunter Smith
huntersmith94278@hotmail.com

**Re: Premiumhomeservice.info (AT Ref. 7323-
TBA)**

Messrs. Redacted,

Our firm represents Premium Home Service (“PHS”) in connection with its intellectual property and other matters. We have been made aware of your harassing and overtly threatening statements about and communications to PHS’s personnel and contractors (including a contractor called Excelsius Business Support Services), including but not limited to threats to physically appear at their places of work and visit the homes of their relatives, which we consider to be threats of physical violence. Furthermore, it has come to our attention that you have established a website that not only infringes on PHS’s intellectual property rights, but also contains numerous false statements about PHS, PHS’s personnel, and PHS’s contractors. In addition to your threatening communications to PHS’s personnel and contractors, your website’s use of images of residential properties allegedly owned by PHS’s personnel and contractors and or their family members are considered to be threats. The purpose of this letter is to demand that you immediately cease and desist with all such unlawful conduct. Specifically, demand is hereby made that you provide assurances that you will immediately take down the website and stop all harassing and threatening conduct by **5:00 pm Central on June 1, 2022**. If you fail to provide such assurances, we will consider your failure to do so as an admission that you intend to continue engaging in unlawful conduct, including infringing PHS’s intellectual property rights, spreading false and defamatory content about PHS, its personnel, and its contractors, and making harassing and threatening statements toward PHS’s personnel, PHS’s contractors, and their respective family members.

With respect to PHS’s intellectual property rights, we assume that you are well aware that PHS’s business is connecting members with technicians who provide assistance with garage door repair, HVAC, electric and other construction and maintenance for residential and commercial buildings in several states. PHS has provided services under the PREMIUM HOME SERVICE mark and the design marks featured below (the “Marks”) since at least as early as 2021:



Through consistent and ongoing use, PHS has created significant common law rights in the Marks in a large portion of the United States.

PHS services are offered online at premiumhomeservice.com (the "PHS website") and on mobile apps available on the Google Playstore and the Apple App Store.

We understand that you or someone with whom you are associated has registered the domain name, Premiumhomeservice.info (the "Domain Name") and thereafter operated the Domain Name in connection with a website (the "Infringing Site") that slavishly copies the Marks and the design, look, and feel of the PHS website. In addition, the Infringing Site includes images you are not licensed to use featuring PHS employees, the employees of a business that works with PHS from time-to-time, and the homes and family members of both PHS's and these other businesses' employees.

Your use of the Domain Name and the Infringing Site will undoubtedly lead to confusion among consumers. The Infringing Site also unlawfully disparages PHS, PHS's employees, and PHS's contractors by publishing false information about them. PHS has no choice but to protect its rights—and the rights of its employees, contractors, and their respective family members—and to ensure consumers are not confused. In addition to federal protection of PHS's intellectual property rights, state law prohibits your false and disparaging statements, harassing and threatening conduct, and your attempts to tortiously interfere with PHS's relationships with its customers and contractors. To that end, we demand that you immediately:

- 1) cease and desist with all false and defamatory statements and harassing and threatening conduct directed toward PHS, PHS's employees, PHS's contractors, and their respective family members;
- 2) cease and desist with your attempts to tortiously interfere with PHS's relationships with its customers and contractors;
- 3) cease and desist with all current use of images of individuals or buildings for which you do not own the copyright;
- 4) refrain from using, distributing, or publishing the photographs featured on the website at Premiumhomeservice.info in any manner in the future;
- 5) remove the Infringing Site at the domain name, Premiumhomeservice.info, to PHS;
- 6) cease all use of any email address that incorporates any two or more of the words "Premium", "Home", and "Service", or other confusingly similar variations thereof;
- 7) refrain from the use of the Marks or any phrase as a service or trademark which incorporates any two or more of the words, "Premium", "Home", and "Service", or other confusingly similar variations thereof, now and in the future in domain names, trade or service marks, social media pages, or other marketing materials;
- 8) refrain from registration of the Marks or any service or trademark, including the term any two or more of the words, "Premium", "Home", and "Service", or other confusingly similar variations thereof for goods and services currently offered on the PHS Site or PHS-branded mobile applications now and in the future.

As noted above, we request written response to and confirmation of your compliance with our demands by **5:00 pm Central on June 1, 2022**. While PHS would prefer to resolve this matter amicably, it will not hesitate to take all steps necessary to protect its rights should you fail to meet the demands outlined above, including but not limited to filing a lawsuit in federal court.

May 25, 2022

Page 3

PHS hereby expressly reserves any and all rights, claims, and remedies that PHS has or to which PHS may be entitled under applicable civil or criminal law or otherwise, including without limitation rights to injunctive relief (including temporary restraining orders, preliminary injunctions, and permanent injunctions) and any direct, consequential, punitive, or other applicable damages. Neither this letter, nor any communication, action, or inaction by PHS with respect to the foregoing matters or any others is or shall be deemed to be a waiver of any rights, claims, or remedies, or otherwise limit or modify any rights or remedies of PHS.

Should you have any questions, I would be happy to discuss this matter further, please feel free to reach me by phone or email.

Sincerely,



Jeffrey L. Schultz

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