

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

WOODBRIDGE STRUCTURED FUNDING, LLC)	CIVIL ACTION
)	NO.
)	
Plaintiff,)	
)	JURY TRIAL DEMANDED
VS.)	
)	
SOVEREIGN FUNDING d/b/a WE BUY PAYMENTS, and DAVID SPRINGER)	
)	NOVEMBER 28, 2011
Defendants)	

COMPLAINT

The Plaintiff, Woodbridge Structured Funding, LLC (“Woodbridge”), by and through its undersigned counsel, for its Complaint against the Defendants, Sovereign Funding d/b/a We Buy Payments (“Sovereign Funding”), and David Springer (“Springer”) (collectively “Defendants” or “WBP”), hereby alleges upon knowledge as to itself, and upon information and belief, as follows:

PARTIES

1. Plaintiff Woodbridge is a limited liability company duly organized and existing under the laws of Delaware with its principal place of business located in Sherman Oaks, California. Woodbridge specializes in offering lump sum payments to clients who are receiving periodic payments from structured settlements, all types of annuities or lottery winnings, so that those clients may access the funds they need today.

2. Upon information and belief, Defendant Sovereign Funding is a company duly organized and existing under the laws of the State of Delaware, with its principal

place of business in Columbia, Maryland.

3. Upon information and belief, David Springer is citizen and resident of the State of Maryland, with principal place of business at 10430 Fair Oaks, Columbia, Maryland. He is the President of Sovereign Funding.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, as this dispute arises by virtue of Defendants' violations of, *inter alia*, 15 U.S.C. § 1125 and 15 U.S.C. § 1114.

5. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367, for the claims under common law, as they are inexorably intertwined with the claims asserted under Federal law.

6. This Court has personal jurisdiction over the Defendants Sovereign Funding and Springer, as they are residents or have principal places of business in Columbia, Maryland.

7. Venue is appropriate pursuant to 28 U.S.C. § 1391, because the events or omissions giving rise to the claims alleged occurred in this District, or because one or both of the Defendants reside in this District.

BACKGROUND FACTS

8. Since 1993, Woodbridge has provided financial services to U.S. consumers, operating under the "Woodbridge" name. Its business focuses on providing lump sum and other payments to clients who are recipients of periodic payments through structured settlements, annuities, mortgages, deeds of trust, or lottery winnings, so that those clients can choose to use those funds to address their existing needs or

goals.

9. During these almost twenty years, Woodbridge has developed considerable trademark rights and goodwill in the "Woodbridge" name. Woodbridge has continuously and exclusively used the "Woodbridge" name and mark throughout the United States for the purpose of identifying its business and services, marketing and promoting its services, and providing services and funding to its clients. This has included print, television, radio, and other advertising, and since 2007, in its Internet website, **WWW.WOODBRIDGEINVESTMENTS.COM**.

10. As a result of its many years of experience and promotion, Woodbridge has developed extensive goodwill in the "Woodbridge" name in the area of funding payments for structured settlements, annuities, lottery winnings and similar instruments.

11. Woodbridge also owns a federal registration for WOODBRIDGE STRUCTURED FUNDING, LLC (U.S. Reg. No. 3,983,231) as well as a federal application for WOODBRIDGE (U.S. Serial No. 85/299,147). (Documentation supporting Woodbridge's federal trademark rights are attached hereto as Exhibit A).

12. David Springer is the principal and, upon information and belief, controlling officer of Sovereign Funding. In numerous Sovereign Funding advertising and promotional materials, Springer is touted as the person behind Sovereign Funding, and the individual in charge. Upon information and belief, all marketing, promotional, and management decisions are made by David Springer.

13. Sovereign Funding is a structured settlement broker. Offering services that in some respects are on their face copies of those developed by Woodbridge, Sovereign Funding promotes itself as a purchaser of structured settlements, annuities

and lottery winnings. Among others, it operates a website with the domain name **WWW.SOVEREIGNFUNDING.COM**.

14. In addition to the domain name cited in the preceding paragraph, Sovereign Funding has registered other domains, which have been used to redirect consumers to Sovereign Funding. Among these is **WWW.WEBUYPAYMENTS.NET**. For a period of time until approximately early October 2011, www.webuypayments.net included links to **WWW.SOVEREIGNFUNDING.COM**.

15. Upon information and belief, **WWW.WEBUYPAYMENTS.NET** is registered to or operated by Sovereign Funding.

16. Sovereign Funding has not been content with simply using its own name and **WWW.WEBUYPAYMENTS.NET** to promote its services. Instead, upon information and belief, Sovereign Funding embarked upon a campaign and scheme to both misappropriate the marks of and malign its competitors (including Woodbridge), all for the purpose of misdirecting consumers to Sovereign's sites.

17. In particular, and upon information and belief with the assistance of or by retaining an outside search engine optimization vendor, Sovereign Funding has used a fraudulent and deceptive search engine optimization ("SEO") technique, under which Sovereign Funding, either directly or working with vendors under its control and direction, have created landing sites and search results which misdirect consumers when a search is made using the term "Woodbridge," both alone and in combination with other words. As examples, at certain times, when potential consumers have entered a search using "Woodbridge Investments," "Woodbridge Structured Funding" and/or similarly worded searches, the results lists in such search engines as Google

have included landing pages which, when clicked, have redirected consumers to **WWW.WEBUYPAYMENTS.NET**, as well as to other companies and websites.

18. Sovereign Funding has used and is using the Woodbridge mark without the permission, consent or authorization of Woodbridge, to deceptively redirect potential consumers and refer those consumers to services identical to those offered by Woodbridge.

19. In addition, and as part of its fraudulent and deceptive SEO strategy, Sovereign Funding, with the assistance, upon information and belief, of vendors, has created submissions to search engines which include the Woodbridge mark in combination with other words which are intentionally, false, deceptive and/or defamatory. Google searches incorporating the Woodbridge mark with other terms result in lists that include, among other things, "Woodbridge structured funding scam," "Woodbridge funding lie," and "Woodbridge funding complaint," both alone and in combination with names of states in which Woodbridge does business. These search results are, upon information and belief, the direct result of search engine optimization techniques used by or at the request of Sovereign Funding.

20. At certain times in the past, when the results referred to in the preceding paragraph were clicked, the result would redirect the potential consumer to the **WWW.WEBUYPAYMENTS.NET** website.

21. On or about October 5, 2011, Plaintiff, through counsel, wrote to the Defendants Sovereign Funding and Springer regarding the aforementioned fraudulent, deceptive and defamatory practices. A copy of this cease & desist letter is attached hereto as Exhibit B.

22. No response was ever received to Exhibit B.

23. Instead, shortly thereafter, changes occurred to the **WWW.WEBUYPAYMENTS.NET** website and with respect to the search results. All content was removed from **WWW.WEBUYPAYMENTS.NET**, and at present, the website is a Domain Parking Site. Even more intriguingly, in many instances, the redirection for search results from Google searches of "Woodbridge" and of "Woodbridge" coupled with other terms, underwent changes, first redirecting users to a blog site operated by a person who has in the past taken issue with the practices of Sovereign Funding, and then, to blank pages on **WWW.WIKIPEDIA.ORG**. Notwithstanding those changes in redirection, searches using the Woodbridge mark still result in lists that juxtapose the words "complaints," "scam" or "lie" to "Woodbridge" -- as was the case prior to the cease and desist letter of October 5, 2011 -- and the result lists are the same or similar to those which previously redirected consumers to **WWW.WEBUYPAYMENTS.NET** and to Sovereign Funding.

24. Upon information and belief, Sovereign Funding, and/or persons acting at the direction or on the behalf of Sovereign Funding, have taken steps to register domain names or landing sites, or to make submissions to search engines, using metadata and other submissions that are designed to produce the search results cited above, including juxtaposing "scam," "lie," and "complaint" in proximity to the Woodbridge mark, and, at least in the past, causing those results to direct users to **WWW.WEBUYPAYMENTS.NET**.

25. Upon information and belief, the conduct of Sovereign, as set forth above, has been by, at the direction of, or with the knowledge and consent of, Defendant David

Springer.

26. Upon information and belief, the search engine submissions and Internet web page creation has been performed by Sovereign Funding or by other entities acting at the direction of Sovereign Funding and Springer.

CLAIMS FOR RELIEF

COUNT ONE:

Trademark Infringement
(15 U.S.C. § 1125(a)(1))

27. Woodbridge incorporates the allegations contained in Paragraphs 1 through 26 as if fully restated herein.

28. Sovereign Funding has used, reproduced and/or copied the Woodbridge mark without the permission, consent or authorization of Woodbridge.

29. Sovereign Funding has used the Woodbridge mark in interstate commerce as part of sale, advertising and promotion of its commercial services, including through the use of the Woodbridge mark in creating Internet search engine results that redirect consumers to web sites owned and operated by Sovereign Funding.

30. Sovereign Funding's use of the Woodbridge mark as set forth above is likely to cause, and upon information and belief has caused, confusion, mistake or deception of consumers with respect to the affiliation, connection, or association of the Defendant with name "Woodbridge."

31. In addition, because of the deceptive use by Sovereign Funding of the Woodbridge mark to redirect consumers to the **WWW.WEBUYPAYMENTS.NET** website, consumers are likely to be confused, misled or deceived as to the source, origin, or sponsorship of products and services bearing the Woodbridge name.

32. By virtue of the foregoing, Sovereign Funding has infringed the rights of Woodbridge with respect to its mark, "Woodbridge."

33. Upon information and belief, Defendant David Springer knew of Woodbridge's mark and rights, and directed, caused, or permitted infringement of the Woodbridge mark, as set forth above.

34. As a result of the conduct of the Defendants Sovereign Funding and Springer, Woodbridge has suffered and will continue to suffer irreparable harm, including injury to Woodbridge's good will, for which Woodbridge has no adequate remedy at law.

35. As a result of the conduct of the Defendants, Woodbridge has suffered and will continue to suffer actual damages.

36. Each of the Defendants knew or should have known of Woodbridge's rights in its mark, and the aforementioned conduct by the Defendants was intentional and in bad faith.

COUNT TWO:

False Advertisement
(15 U.S.C. § 1125(a)(1))

37. Woodbridge incorporates the allegations contained in Paragraphs 1 through 36 as if fully restated herein.

38. Sovereign Funding has used false or misleading representations of fact by using the Woodbridge mark deceptively to redirect potential consumers to one or more internet websites owned or operated by Sovereign Funding.

39. Sovereign Funding has made false or misleading representations of fact by submitting data and other entries for the purpose of creating intentionally false,

deceptive and/or derogatory search results, with the result that search results include "Woodbridge" in proximity with "lie," "scam," or "complaint."

40. Sovereign Funding has used and continues to use the Woodbridge mark in commerce, in a manner which is false, deceptive and derogatory, and in connection with the promotion, sale, distribution, or advertising of its commercial services.

41. Sovereign Funding's use of the Woodbridge mark is likely to cause consumers confusion, mistake or deception as to the affiliation, connection, or association of the Defendant with Woodbridge as well as to the origin, sponsorship, or approval of defendant's goods, services or commercial activities.

42. Sovereign Funding's use of the Woodbridge mark, *inter alia*, in its use of "Woodbridge" for search results that redirect users to websites and landing pages controlled or developed Sovereign Funding, has caused and is likely to cause initial interest confusion of consumers, who after searching for "Woodbridge," will be misdirected to Defendant and its site.

43. Sovereign Funding's use of the Woodbridge mark in proximity with the words "lie," "scam," or "complaint," by making submissions that result in Google search results as alleged above, constitutes a false or misleading description or representation of fact, and misrepresents the characteristics and qualities of Woodbridge's services and commercial activities.

44. As a result of Sovereign Funding's conduct, Woodbridge has suffered and will continue to suffer irreparable harm, including damage to Woodbridge's good will, for which Woodbridge has no adequate remedy at law.

45. As a result of Sovereign Funding's misrepresentations and/or

mischaracterizations in its use of the Woodbridge mark, including in association with the phrases stated above and its unauthorized use of the Woodbridge mark, Woodbridge has suffered actual damages.

46. The aforementioned conduct by Sovereign Funding was intentional and in bad faith.

47. The aforementioned conduct by Sovereign Funding was undertaken by, at the direction of, or with the knowledge and consent of Springer.

48. Sovereign Funding and Springer knew or should have known that the aforementioned conduct would cause damage to Woodbridge.

COUNT THREE:

Unfair Competition and False Designation of Origin
(15 U.S.C. § 1125(a))

49. Woodbridge incorporates the allegations contained in Paragraphs 1 through 48 as if fully restated herein.

50. Sovereign Funding's adoption, use and promotion of the Woodbridge mark in its advertisements and web searches and its use and approval of search engine optimization techniques which result in intentionally creating search results in which deceptive and defamatory words are placed in proximity to the Woodbridge mark as alleged above, will likely cause confusion, mistake or deception on the part of persons who access information about Sovereign Funding's services, regarding the origin, sponsorship or approval by Woodbridge of Sovereign Funding's services, in violation of 15 U.S.C. § 1125(a).

51. Sovereign Funding's unfair competition has been and is willful and deliberate, done with full knowledge of Woodbridge's rights to its mark, and is intended

to trade upon the consumer goodwill which has been developed over many years, and is enjoyed by Woodbridge.

52. The aforementioned conduct by Sovereign Funding was undertaken by, at the direction of, or with the knowledge and consent of Springer.

53. Woodbridge's goodwill is of great value, and Woodbridge has suffered and will continue to suffer irreparable harm as a result of Sovereign Funding's unfair and deceptive use of the Woodbridge mark, including without limitation to its redirecting consumers to the **WWW.WEBUYPAYMENTS.NET** website and/or the use of the Woodbridge mark with disparaging terms such as "scam" and "lie" in search results.

54. Sovereign Funding's unfair competition will continue unless enjoined by this Court.

55. Woodbridge is entitled to preliminary and permanent injunctive relief against Sovereign Funding and Springer, as well as all other remedies available under the Lanham Act, including but not limited to compensatory damages, treble damages, disgorgement of profits, and costs and attorney's fees.

COUNT FOUR:

Common Law Trade Libel and Product Disparagement

56. Woodbridge incorporates the allegations contained in Paragraphs 1 through 55 as if fully restated herein.

57. Sovereign Funding and Springer, alone and/or with the assistance of others, have made or created false and deceptive representations of fact, including by publishing or causing to be published intentionally false and deceptive terms in juxtaposition with the Woodbridge mark, and by submitting, or causing others to submit,

data or material using search engine optimization techniques which result in Google search results that juxtapose "Woodbridge" with "complaint," "lie," or "scam."

58. The planting of search results that proximate "Woodbridge" to the terms "scam," "lie," or "complaint" has had and continues to have the effect of disparaging and defaming Woodbridge.

59. In addition, at certain times, these phrases have redirected the potential consumer to other websites, first to the **WWW.WEBUYPAYMENTS.NET**, then to a blog relating to structured settlements, and most recently to a blank Wikipedia page.

60. Upon information and belief, Sovereign Funding and Springer, alone and/or acting with the assistance of others, have published or caused to be created the search results that which produce the defamatory search results alleged above.

61. Upon information and belief, Sovereign Funding and Springer, alone and/or acting with the assistance of others, have created and published the false and/or disparaging statements regarding Woodbridge with knowledge of their falsity, and/or with reckless disregard for their truth or falsity, and has done so for the purpose of causing harm to Woodbridge, one of the Defendants' competitors.

62. The statements, as set forth above, disparage the business and reputation of Woodbridge in such a way that they have interfered, or are likely to interfere, with Woodbridge's business with potential and actual consumers.

63. As a result of the conduct of Sovereign Funding, and David Springer, including the false and defamatory statements and submissions they have made or caused to be created, Woodbridge's reputation, name and good will have been harmed and damaged in the eyes of consumers and members of the public, and Woodbridge

has suffered and will continue to suffer irreparable injury, including injury to Woodbridge's good will, for which Woodbridge has no adequate remedy at law.

64. By virtue of the Defendants' conduct, Woodbridge has suffered actual damages.

65. Woodbridge is entitled to preliminary and permanent injunction against the Defendants.

66. Woodbridge is entitled to compensatory damages, treble damages, disgorgement of profits, and costs and attorney's fees, as a result of the conduct of the Defendants.

COUNT FIVE:

Common Law Defamation

67. Woodbridge incorporates the allegations contained in Paragraphs 1 through 66 as if fully restated herein.

68. Sovereign Funding has made statements, and through search engine submissions has caused to be made statements, about Woodbridge to the general public, which are false, defamatory and which disparage the business reputation and goodwill of Woodbridge.

69. Sovereign Funding and Springer, alone and/or working with others, created and submitted data and materials to search engines, which have caused to be created search results that are false, defamatory, and which disparage the business reputation and goodwill of Woodbridge.

70. The aforementioned conduct by Sovereign Funding has been undertaken at the direction, or with the consent, of Springer.

71. As a result of the conduct of the Defendants, Plaintiff has sustained damage to its goodwill, reputation, and name as a result of the defamatory statements and defamatory search results.

72. As a further direct and proximate result of said conduct and defamatory statements, Woodbridge has sustained damages.

WHEREFORE, the Plaintiff, **WOODBIDGE STRUCTURED FUNDING, LLC** respectfully requests the following:

1. An Order:

i. Preliminarily and permanently enjoining and restraining the Defendants, their officers, agents, servants and employees, and all others in concert and privity with them from:

1. Imitating, copying or making unauthorized use of the Woodbridge name;
2. Infringing, or falsely designating the Woodbridge name;
3. Using the Woodbridge name in commerce;
4. Injuring Woodbridge's reputation;
5. Distributing, circulating, selling, offering for sale, advertising, promoting, activating, using or displaying the Woodbridge name in advertisements for Sovereign Funding, including but not limited to on the www.webuypayments.net website;
6. Using, or causing the Woodbridge name to be used, in any manner which may be defamatory or harm the goodwill of Woodbridge, including but not limited to by creating search

results or web pages, or making submissions designed to create search results, which include derogatory terms such as "scam," "lie," "claim" or other similar words in proximity to the Woodbridge mark;

7. Using the Woodbridge mark in a manner so that search results redirect internet users and potential consumers to any websites owned, operated, or controlled by, or affiliated with, Sovereign Funding, including but not limited to the www.webuypayments.net website; and
8. Engaging in any activity constituting unfair competition.
 - ii. Requiring that the Defendants immediately undertake corrective advertising and all other activities necessary to correct and/or remove any false, deceptive, defamatory, or other advertising or search results;
 - iii. Requiring that the Defendants file with this Court and serve upon the Plaintiff within thirty (30) days after service of the permanent injunction a report in writing, under oath, setting forth in detail the manner and form in which the Defendants have complied with the preliminary and permanent injunction;
2. An award of compensatory damages in an amount to be determined;
3. An award of statutory damages;
4. An award of treble damages, pursuant to 15 U.S.C. § 1117(b);
5. An award of attorneys fees, costs, and expenses, pursuant to 15 U.S.C. §

1117(b);

6. An award of pre- and post-judgment interest, as authorized by law; and
7. Such other relief as the Court may deem just and proper.

JURY DEMAND

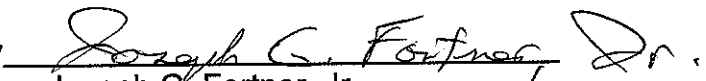
The Plaintiff, Woodbridge Structured Funding, LLC, hereby demands, in accordance with Federal Rule of Civil Procedure 38, a trial by jury of all issues so triable in the Complaint.

Respectfully submitted,
Woodbridge Structured Funding, LLC

By 
James A. Johnson
Fed Bar. No. 02298

Teresa M. Kelly
Fed. Bar No. 09034

SEMMES, BOWEN & SEMMES
25 South Charles Street, Ste 1400
Baltimore, MD 21201
Phone: 410-539-5040
Fax:: 410-539-5223

By 
Joseph G. Fortner, Jr.,
(signed by James A. Johnson with
permission of Joseph G. Fortner, Jr.)
(Motion for Admission *Pro Hac Vice*
pending)
Fed. Bar No. ct04602

Maura Droney
Fed. Bar No. ct28123
(Motion for Admission *Pro Hac Vice*
pending)

HALLORAN & SAGE, LLP
225 Asylum Street
Hartford, CT 06103
Phone: 860-522-6103
Fax: 869-548-0006

fortner@halloran-sage.com
droney@halloran-sage.com

VERIFICATION OF COMPLAINT

I, Jim Klohn, Retained General Counsel for Woodbridge Structured Funding, LLC, being duly sworn hereby verify that I have read the allegations of the preceding Verified Complaint dated November 28th, 2011 and to the best of my knowledge, information and belief, each allegation is true and correct.

Executed on November 28th, 2011



A handwritten signature in black ink, appearing to read "JKLOHN", is written over a horizontal line.

United States of America

United States Patent and Trademark Office

Woodbridge Structured
Funding, LLC

Reg. No. 3,983,231

Registered June 28, 2011

Int. Cl.: 36

SERVICE MARK

PRINCIPAL REGISTER

WOODBIDGE STRUCTURED FUNDING (DELAWARE LIMITED LIABILITY COMPANY)
12031 VENTURA BLVD., SUITE #3
STUDIO CITY, CA 91604

FOR: FINANCIAL SERVICES, NAMELY, STRUCTURED SETTLEMENT AND LOTTERY
PAYMENT FACTORING, IN WHICH LUMP SUM PAYMENTS ARE PROVIDED TO INDI-
VIDUALS RECEIVING PERIODIC PAYMENTS FROM STRUCTURED SETTLEMENTS,
LOTTERY WINNINGS, AND ANNUITIES, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 2-1-1994; IN COMMERCE 8-10-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "STRUCTURED FUNDING,
L.L.C.", APART FROM THE MARK AS SHOWN.

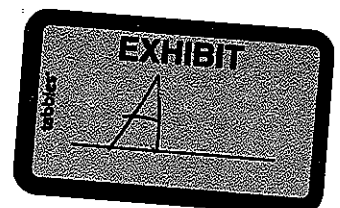
SER. NO. 77-884,799, FILED 12-2-2009.

LESLIE RICHARDS, EXAMINING ATTORNEY



David J. Kybas

Director of the United States Patent and Trademark Office





United States Patent and Trademark Office

Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Thu Sep 15 04:35:48 EDT 2011

TESS Home New User Start TESS Free Form Business Tools SEARCH OG Bottom Help

Logout Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

FAIR Status ASSIGN Status TDR TTAD Status (Use the "Back" button of the Internet Browser to return to TESS)

WOODBIDGE

Word Mark WOODBRIDGE
Goods and Services IC 036. US 100 101 102. G & S: Financial services, namely, structured settlement and lottery payment factoring, in which lump sum payments are provided to individuals receiving periodic payments from structured settlements, lottery winnings, and annuities (date of first use anywhere and first use in commerce: December 31, 1993); cash advance services for individuals (date of first use anywhere and first use in commerce: April 11, 2011). FIRST USE: 19931231. FIRST USE IN COMMERCE: 19931231

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 85298147

Filing Date April 19, 2011

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition September 8, 2011

Owner (APPLICANT) Woodbridge Structured Funding, LLC LIMITED LIABILITY COMPANY DELAWARE 12031 Ventura Blvd., Suite #3 Studio City CALIFORNIA 91604

Attorney of Record Richard M. Assmus

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead
Indicator LIVE

TESS Home | TESS Help | SEARCH | SEARCH LOG | TESS | HELP

| HOME | SITE INDEX | SEARCH | BUSINESS | HELP | PRIVACY POLICY

**HALLORAN
& SAGE LLP**
ATTORNEYS AT LAW

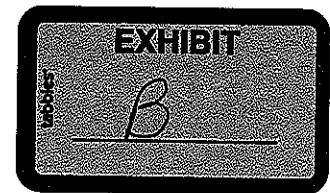
JOSEPH G. FORTNER, JR. Direct 860 297-4609 fortner@halloran-sage.com
Also admitted in New York

October 5, 2011

VIA FEDERAL EXPRESS

Mr. David Springer
Sovereign Funding LLC
10430 Fair Oaks
Columbia, MD 21044

Mr. David Springer
Webuypayments.net
10430 Fair Oaks
Columbia, MD 21044



Re: Woodbridge Structured Funding, LLC adv. Sovereign Funding LLC, et al.

Dear Mr. Springer:

We are counsel for Woodbridge Structured Funding, LLC ("Woodbridge") with regard to the actions of you and your firm in its use of false, deceptive, and misleading postings regarding Woodbridge.

It recently came to the attention of Woodbridge that you and your firm have been and are using Woodbridge trademarks in false and deceptive manners. This includes both using the Woodbridge marks to refer to your own services and to direct consumers to your websites through confusion and deceit, and also to harm the reputation of Woodbridge through false and deceptive phraseology and statements.

Woodbridge has been providing financial services to U.S. consumers since at least 1993. It has operated under the Woodbridge name for almost twenty years, and has developed considerable trademark rights and good will in the Woodbridge name and marks. Woodbridge owns a federal registration for WOODBRIDGE STRUCTURED FUNDING, LLC (U.S. Reg. No. 3, 983,231), as well as a federal application for WOODBRIDGE (U.S. Serial No. 85/299,147).

Woodbridge considers its marks and goodwill to be highly valuable assets that it actively protects. You and your company, however, are using the Woodbridge mark without authorization to refer to services that are the same or similar to those offered by our client. Such use clearly infringes Woodbridge's federally registered and common law trade mark rights. Even more egregiously, you and your company have used an

Mr. David Springer
October 5, 2011
Page 2

unlawful and deceptive search engine optimization strategy that is designed both to trade off the goodwill of the Woodbridge mark, and further to harm the reputation and goodwill of Woodbridge. For example, Google searches for "Woodbridge Investments" and "Woodbridge Structured Funding" return countless misleading results that route customers to your websites, including, but not limited to webuypayments.net.

Were this not enough, we have found that you have also used the Woodbridge mark in combination with intentionally false and deceptive words. Google searches have revealed, among other things, that results that include the phrases "Woodbridge structured funding scam" and "Woodbridge structured funding lie" result in redirection to the webuypayments.net. This website is, we understand, registered to or operated by you and your firm. It can only be assumed that you, persons within your firm, or third parties hired by you have engaged in a deceptive search engine optimization technique and have otherwise taken steps to register domain names using metatags that are designed to produce the results including the "scam" and "lie," phrases, and then redirect them to your site.

In addition to your misuse of Woodbridge's marks and your false advertising, this conduct is actionable trade defamation. It would appear that you or persons acting at your direction have intentionally planted phrases that leave potential consumers with the false impression that Woodbridge is in some manner involved in a "scam" or "lie." Not content with causing Woodbridge -- one of your competitors -- with reputational harm, you have then caused these deceived consumers to be redirected to your website. This, then, is not only designed to harm the reputation and goodwill of Woodbridge, but to then result in financial gain for your company.

We also believe, based upon prior communications and upon information available from public sources, that you have sought to both cover up your conduct and to mislead persons investigating these practices. Not only did you falsely accuse another competitor of being the company behind webuypayments.net when you were contacted by a Woodbridge representative, but we understand that you have continued the practice of falsely denying to others the involvement of Sovereign Funding and yourself with that website. Such claims are, however, irreconcilable with the recently publicly posted job posting, a copy of which can be found on public websites.

You, your firm, and persons acting with you have engaged and continue to engage in infringing, wrongful, deceptive, defamatory and unfair conduct, both with respect to Woodbridge and (based upon information we have seen), other firms such as Novation Capital and Stone Street Capital. This conduct has caused and threatens to continue to cause Woodbridge not just damages, but immediate, irreparable harm. If we are in error in any regard, we call upon you to immediately advise us, in writing, regarding any factual errors that we may have made.

Otherwise, we call upon you to immediately take all steps necessary to remedy and correct this situation. This must include, but not be limited to, removing all domain

Mr. David Springer
October 5, 2011
Page 3

names, websites, metadata, metatags, postings on social networking sites, or other on-line postings or entries which in any way refer to Woodbridge. This must be not simply limited to those entries that falsely and deceptively include the phrases "scam," "lie," or any other similar phrases, but any reference to Woodbridge. You must also remove any links or redirections which are designed or have the effect of redirecting any searches that include the word "Woodbridge" to any websites owned or operated by you. All of this must be completed no later than the close of business on October 7, 2011.

In addition, if you have received any contacts or inquiries as a result of their being redirected to your company because of the false or deceptive use of the Woodbridge name, we call upon you to identify those persons, what information they received regarding Woodbridge, and whether as a result, you were engaged to provide services. We further call upon you to disclose whether your employees, agents, or representatives have made or are making any statements or representations about Woodbridge to consumers or potential customers, and if so, identify who has made those statements and what has been said.

We also call upon you to immediately provide to us a corrective action plan that addresses these issues. This should include, in addition to the matters outlined above, a list of all websites, domain names, or other on-line entries owned, operated, or made by your firm or its representatives, which have, at any time, referenced Woodbridge, as well as any social networking sites where you may have referenced Woodbridge. Depending upon, inter alia, the scope of what your representatives have said, and whether consumers have actually been deceived or had their opinions of Woodbridge affected, we can review what corrective steps are needed regarding such communications.

If you have engaged the services of or otherwise worked with any third party in search engine optimization or otherwise in creating the false and deceptive web information, we call upon you to provide to us the name of such persons or firms.

The foregoing should not be considered to waive any additional or other rights that Woodbridge may assert should you fail to immediately correct these issues.

If you have counsel representing you in this regard, I would invite your attorney to contact the undersigned.

Please be advised that if you have not removed all of the offending domains, metadata, and other online materials by the close of business on October 7, 2011, we will have no choice but to seek both immediate injunctive relief and damages.

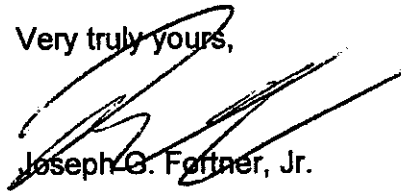
Lastly, in light of this dispute, we are calling upon you to immediately place a litigation hold on all tangible and electronic materials regarding webuypayments.net, Woodbridge, Sovereign Funding, any internet postings, search engine optimization, or

Mr. David Springer
October 5, 2011
Page 4

any other matters that may in any way be relevant to your firm's misuse of or references to Woodbridge.

We look forward to your prompt compliance.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Foftner, Jr.", written over the typed name below.

Joseph G. Foftner, Jr.

JGF/shc

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 Woodbridge Structured Funding, LLC
 Sherman Oaks, California

(b) County of Residence of First Listed Plaintiff _____
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 James A. Johnson/Teresa M. Kelly, Semmes, Bowen & Semmes,
 25 S. Charles St., Baltimore, MD 21201; 410-539-5040

DEFENDANTS
 Sovereign Funding d/b/a We Buy Payments,
 David Springer
 Columbia, Maryland
 County of Residence of First Listed Defendant Columbia
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER/STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 28 U.S.C. § 1331

Brief description of cause:
 Violations of 15 U.S.C. § 1125 and 15 U.S.C. § 1114

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE: 11/28/2011

SIGNATURE OF ATTORNEY OF RECORD:

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.