

1 ALICE C. SMITH (SBN: 251654)

2 [asmith@yokasmith.com](mailto:asmith@yokasmith.com)

3 CHRISTINE C. DE METRUIS (SBN: 203610)

4 [cdemetruis@yokasmith.com](mailto:cdemetruis@yokasmith.com)

5 YOKA | SMITH, LLP

6 445 South Figueroa Street, 38<sup>th</sup> Floor

7 Los Angeles, CA 90071

8 Phone: (213) 427-2300

9 Fax: (213) 427-2330

10 Attorneys for Plaintiff, FITNESS INTERNATIONAL, LLC

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 FITNESS INTERNATIONAL, LLC,

14 Plaintiff,

15 vs.

16 LEAH ALSPAUGH and DOES 1 TO 50,

17 Inclusive,

18 Defendants.

) Case No. 8:22-CV-1800

) **COMPLAINT**

) **1. Federal Trademark Infringement**  
) **(15 U.S.C. §1114)**

) **2. Federal Unfair Competition (15**  
) **U.S.C. §1125)**

) **3. Common Law Trademark**  
) **Infringement**

) **4. Common Law Fraud**

) **5. Intentional Interference with**  
) **Prospective Economic Advantage**

) **6. Intentional Interference with**  
) **Contractual Relations**

) **7. Injunctive Relief**

28 DEMAND FOR JURY TRIAL

1 COMES NOW Plaintiff, FITNESS INTERNATIONAL, LLC and hereby  
2 alleges as follows:

3 **PARTIES**

4 1. Plaintiff, FITNESS INTERNATIONAL, LLC (“Plaintiff”) is a  
5 California limited liability company doing business nationwide, with its principal office  
6 in Irvine, California. Plaintiff owns and operates fitness clubs throughout North  
7 America under the name “LA Fitness.” Since approximately 1990, Plaintiff has offered  
8 personal training services to its members under the name “Pro Results.” Plaintiff is the  
9 owner of the federally registered trademarks “LA Fitness”, “L.A. Fitness” and “Pro  
10 Results”.

11 2. Defendant, LEAH ALSPAUGH (“Alspaugh”), is an individual. At all  
12 times relevant herein, Defendant Alspaugh is a citizen and resident of the State of  
13 California, residing in Los Angeles County.

14 3. The true names and/or capacities, whether individual, corporate,  
15 associate or otherwise, of the Defendants designated herein as Does 1 through 50,  
16 inclusive, and each of them, are unknown to Plaintiff who therefore sues said  
17 Defendants by such fictitious names. Plaintiff is informed and believes and thereon  
18 alleges that each of these Defendants fictitiously named herein as Doe is legally  
19 responsible, negligent or in some other actionable manner liable for the events and  
20 happenings hereinafter referred to, and proximately and legally caused the injuries to  
21 Plaintiff as hereinafter alleged. Plaintiff will seek leave of the Court to amend this  
22 Complaint to insert the true names and/or capacities of such fictitiously named  
23 Defendants when the name has been ascertained. Defendant Alspaugh and Does 1  
24 through 50 are hereinafter collectively referred to as “Defendants.”

25 4. Defendant Alspaugh is a former employee of Plaintiff. On information  
26 and belief, Defendant Alspaugh and Does 1 through 50 have engaged in a pattern and  
27 practice of marketing fitness-related services using Plaintiff’s federally registered  
28 trademarks or confusingly similar variants thereof. Defendants’ misuse of Plaintiff’s

1 trademarks has caused and continues to cause significant injury to Plaintiff’s hard-  
2 earned reputation and goodwill.

3 **JURISDICTION AND VENUE**

4 5. This Court has subject matter jurisdiction over this controversy under  
5 Section 39 of the Lanham Act, 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331 and 1338.  
6 The Court has supplemental jurisdiction over Plaintiff’s related state law claims  
7 pursuant to 28 U.S.C. 1367, as they share the identical facts and parties as Plaintiff’s  
8 federal claims. Resolving all of Plaintiff’s federal and state claims in a single action  
9 serves the interests of judicial economy, convenience, circumstances, and fairness to the  
10 parties.

11 6. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)(1),  
12 as all Defendants named herein are residents of the State of California, in which this  
13 district is located.

14 **GENERAL ALLEGATIONS**

15 7. Plaintiff Fitness International, LLC, owns and operates sports and fitness  
16 clubs throughout North America. Plaintiff offers its members access to exercise  
17 equipment, fitness classes and programs, personal training, and education on healthy  
18 living. Since approximately 1984, Plaintiff has operated its sports and fitness clubs  
19 under the trade name “LA Fitness.” Since approximately, 1990, Plaintiff has offered  
20 personal training services under the trade name “Pro Results.” In the highly  
21 competitive field of fitness and personal training, it is of the utmost importance for  
22 Plaintiff to maintain its unique brand presence and name recognition, and to have its  
23 brand names synonymous with the quality of service that Plaintiff provides. To that  
24 end, Plaintiff has taken steps to protect the reputation, goodwill and name recognition  
25 Plaintiff has built up over several decades, including:

- 26 a. Plaintiff is the owner of the federally registered trademark, “L.A.  
27 Fitness” which was registered by the United States Patent and  
28

1 Trademark Office (“USPTO”) on November 23, 1993 (Registration No.  
2 1806464).

3 b. Plaintiff is the owner of the registered trademark, “LA Fitness” which  
4 was registered by the USPTO on March 7, 2000 (Registration No.  
5 2326358). The trademark “LA Fitness” was re-registered by the USPTO  
6 on March 6, 2018 (Registration No. 5418503).

7 c. Plaintiff is the owner of trademark “Pro Results”, which was registered  
8 by the USPTO on July 20, 2004 (Registration No. 2865591).

9 8. Defendant Leah Alspaugh has never had any ownership interest in  
10 Fitness International, LLC, or any of its affiliated brand names. Defendant Alspaugh  
11 has never held a corporate management or executive position at Fitness International,  
12 LLC, or any of its affiliated brand names. Defendant Alspaugh was hired by Plaintiff’s  
13 club in Long Beach, California, as a training assistant manager in January 2009.  
14 Defendant Alspaugh subsequently worked at other LA Fitness clubs in Southern  
15 California until February 2011, when she was terminated for cause. In or around May  
16 2013, Defendant Alspaugh was re-hired at an LA Fitness club in Atlanta, Georgia, after  
17 applying for a position using a false Social Security number. Defendant Alspaugh was  
18 terminated a few days later after it was discovered that she had provided a false Social  
19 Security number. Defendant Alspaugh has not had any employment or other affiliation  
20 with Plaintiff since her termination in 2013.

21 9. Plaintiff is informed and believes, and based upon such information and  
22 belief alleges, that since her termination, Defendant Alspaugh, has engaged in a pattern  
23 and practice of harassing Plaintiff, its employees, and members.

24 10. In or around September 2015, Defendant Alspaugh entered one of  
25 Plaintiff’s locations without permission through an emergency exit and was found  
26 sleeping on the floor by Plaintiff’s members, who informed Plaintiff’s staff. Plaintiff’s  
27 staff then escorted Defendant Alspaugh off the premises.

28

1           11. In or around March 2018, Defendant entered Plaintiff's Santa Ana club  
2 without permission, and was found sleeping in the club's area for children known as the  
3 Kids Klub.

4           12. In or around June 2018, Defendant Alspaugh entered Plaintiff's Long  
5 Beach Cherry club location without permission, sat at a sales desk, and began using the  
6 club's computer and phone to call LA Fitness employees, falsely representing herself as  
7 an LA Fitness executive.

8           13. On or about June 5, 2018, Plaintiff sent a "no trespass" letter to  
9 Defendant Alspaugh, informing her that she was not permitted to return to any of  
10 Plaintiff's clubs.

11           14. Plaintiff is informed and believes, and based upon such information and  
12 belief alleges that Defendant Alspaugh, has used Plaintiff's trademark "Pro Results" in  
13 email correspondences falsely representing herself as an affiliate of Plaintiff since  
14 approximately April 2022.

15           15. Plaintiff is informed and believes, and based upon such information and  
16 belief alleges, that in 2022, Defendant Alspaugh made several attempts to enter  
17 Plaintiff's corporate offices. In addition, Plaintiff is informed and believes, and based  
18 upon such information and belief, that on several occasions in 2022, Defendant  
19 Alspaugh has contacted by email and/or telephone various Plaintiff employees and  
20 affiliates holding herself out to be a manager, corporate representative and/or owner of  
21 LA Fitness and/or Pro Results, and making recommendations regarding hiring, firing  
22 and training of employees, recommendations regarding cancelling various member's  
23 membership agreements with Plaintiff, and requesting various documentation regarding  
24 Plaintiff's business.

25           16. On or about April 26, 2022, Plaintiff sent a letter to Defendant Alspaugh  
26 demanding that she cease and desist from contacting Plaintiff's employees and business  
27 affiliates.  
28

1           17. Plaintiff is informed and believes, and based upon such information and  
2 belief alleges, that from her termination in 2011 through the present, Defendant  
3 Alspaugh and Does 1 through 50, and each of them, have made several other attempts  
4 to contact Plaintiff's employees, business affiliates, and members by misrepresenting  
5 themselves as either a manager, executive or owner of Plaintiff, LA Fitness and/or Pro  
6 Results.

7           18. On or about August 1, 2022, Defendant Alspaugh registered a limited  
8 liability company with the name "Leahalspaugh LA Fitness LLC" with the California  
9 Secretary of State, with its principal place of business located at 1255 Elden Avenue,  
10 Suite 520, Los Angeles, California.

11           19. On or about August 4, 2022, Defendant Alspaugh obtained a Federal  
12 Employer Tax ID number under the name "Leah Alspaugh Fitness International."

13           20. On or about September 13, 2022, Plaintiff sent a second letter to  
14 Defendant Alspaugh demanding that she cease and desist from (i) contacting Plaintiff's  
15 employees, landlords and business affiliates and (ii) misrepresenting that she is an  
16 owner, officer of employee Plaintiff.

17           21. In or around September 2022, Plaintiff became aware that Defendants  
18 had registered the email address "ProResults2022@yahoo.com" without Plaintiff's  
19 knowledge or permission and was using that email address to contact third parties,  
20 including at least one person in the State of Georgia who showed up at one of LA  
21 Fitness' clubs stating he was hired as an operations manager by "Leah" in corporate.  
22 Plaintiff does not have anyone named "Leah" in its corporate offices. Plaintiff  
23 informed Yahoo of the fraudulent activity and requested that Yahoo disable the  
24 "ProResults2022@yahoo.com" email address, and Yahoo complied.

25           22. On or about September 28, 2022, Plaintiff learned that Defendant  
26 Alspaugh was also using the email address "ProResults411@yahoo.com," without  
27 Plaintiff's knowledge or permission, and was using that email address to contact third  
28 parties, representing herself as the owner of LA Fitness. Plaintiff informed Yahoo of

1 the fraudulent activity and requested that Yahoo disable the  
2 “ProResults411@yahoo.com” email address, and Yahoo complied.

3 23. On or about September 29, 2022, Plaintiff learned that Defendant  
4 Alspaugh was also using the email address “ProResults1871731@yahoo.com,” without  
5 Plaintiff’s knowledge or permission, and was using that email address to contact third  
6 parties.

7 24. Plaintiff is informed and believes, and on such information and belief  
8 alleges, that at all times relevant herein, Defendants Alspaugh and Does 1 through 50  
9 have engaged in additional conduct of falsely representing to employees and third  
10 parties that they are the owners, managers and/or corporate representatives of Plaintiff  
11 Fitness and its affiliated brands, and infringing on Plaintiff’s federally registered  
12 trademarks by using the names LA Fitness and Pro Results, or similar variations of the  
13 names LA Fitness and Pro Results, causing substantial harm to Plaintiff’s reputation  
14 and goodwill.

15 **FIRST CLAIM FOR RELIEF**

16 **(Federal Trademark Infringement)**

17 25. Plaintiff incorporates by reference paragraphs 1 through 24, above, as  
18 though fully set forth herein.

19 26. An actual, present, and justiciable controversy has arisen between  
20 Plaintiff and Defendants concerning Defendants’ unauthorized use of Plaintiff’s  
21 trademarks.

22 27. At all relevant times, Plaintiff had and continues to have federally  
23 registered trademarks for “LA Fitness”, “L.A. Fitness” and “Pro Results” in relation to  
24 its fitness and sports related business.

25 28. Defendants’ use of a confusingly similar names – including  
26 “LeahAlspaugh LA Fitness, LLC”, “Leah Alspaugh Fitness International”, and “Pro  
27 Results” – in filings with the California Secretary of State, the Internal Revenue  
28 Service, and in email communications with Plaintiff’s employees and third parties, has

1 caused, and is likely to continue to cause, confusion, deception, and mistake by creating  
2 the false and misleading impression that the fitness-related goods or services  
3 Defendants are actually or purportedly offer are affiliated or connected with Plaintiff, or  
4 have the sponsorship, endorsement, or approval of Plaintiff.

5 29. Defendants’ use of the names “LeahAlspaugh LA Fitness, LLC”, “Leah  
6 Alspaugh Fitness International”, and ”Pro Results” is confusingly similar to Plaintiff’s  
7 federally protected trademarks in violation of 15 U.S. C. § 1114. Defendants’ activities  
8 are causing and, unless enjoined by this Court, will continue to cause a likelihood of  
9 confusion and deception of Plaintiff’s current and potential future employees, affiliates,  
10 members, others in the same field, and to the public at large, and will also continue to  
11 cause injury to Plaintiff’s goodwill and reputation associated with its trademarks, for  
12 which Plaintiff has no adequate remedy at law.

13 30. Defendants’ continued infringement and use of Plaintiff’s trademarks  
14 demonstrate an intentional, willful, and malicious intent to trade on Plaintiff’s goodwill  
15 and reputation, all to Plaintiff’s detriment and great and irreparable harm.

16 31. Defendants have caused and will continue to cause substantial injury to  
17 the public and to Plaintiff, for which there is no adequate remedy at law. As such,  
18 Plaintiff is entitled to injunctive relief, and to monetary damages in an amount to be  
19 determined at trial, including Defendants’ profits, all costs incurred in bringing this  
20 action, and reasonable attorneys’ fees, pursuant to 15 U.S.C. §§ 1114, 1116 and 1117.

21 **SECOND CLAIM FOR RELIEF**

22 **(Federal Unfair Competition)**

23 32. Plaintiff incorporates by reference paragraphs 1 through 31, above, as  
24 though fully set forth herein.

25 33. By Defendants’ knowing and intentional unauthorized imitation,  
26 adoption, and use of Plaintiff’s “LA Fitness”, “L.A. Fitness” and “Pro Results” marks  
27 and/or marks which are confusingly similar to Plaintiff’s trademarks in association with  
28



1 Defendants' goods and services, Defendants have and continue to falsely designate their  
2 goods and services as being derived from or affiliated with those of the Plaintiff.

3 34. Defendants use of the marks "LeahAlspaugh LA Fitness," "Leah  
4 Alspaugh Fitness International," "ProResults2022," "ProResults411",  
5 "ProResults1871731" and "Pro Results" is likely to cause and/or has caused relevant  
6 consumers and the public to mistakenly believe that Defendants have an affiliation with  
7 Plaintiff, that Defendants' business is sponsored or approved by Plaintiff, or that  
8 Defendants are otherwise associated with or have obtained permission from Plaintiff to  
9 use Plaintiff's trademarks in connection with the sale of Defendants' goods and  
10 services.

11 35. By engaging in the unauthorized activities described above, Defendants  
12 have made, and continue to make, false, deceptive, and misleading statements  
13 constituting false representations and false advertising made in connection with the sale  
14 of goods or services distributed in interstate commerce in violation of Section 43(a) of  
15 the Lanham Act, 15 U.S.C. § 1125(a).

16 36. Defendants' willful and intentional acts of unfair competition, false  
17 designation of origin, and false and misleading representations of fact, have caused and  
18 are causing great and irreparable injury and damage to Plaintiff's business and its  
19 goodwill and reputation in an amount that cannot be ascertained at this time and, unless  
20 preliminarily and permanently restrained, will cause further irreparable injury and  
21 damage, leaving Plaintiff with no adequate remedy at law.

22 37. By reason of the foregoing, Plaintiff is entitled to injunctive relief  
23 against Defendants, and anyone acting in concert with Defendants, to restrain further  
24 acts of unfair competition, false advertising, false designation of origin, and false and  
25 misleading representations of fact, and to recover any damages proven to have been  
26 caused by reason of Defendant's aforesaid acts, and to recover punitive damages based  
27 on Defendant's willful, intentional, and/or grossly negligent acts.

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**THIRD CLAIM FOR RELIEF**

**(Common Law Trademark Infringement)**

38. Plaintiff incorporates by reference paragraphs 1 through 37 as though fully set forth herein.

39. Founded in 1984, Plaintiff currently operates gym facilities throughout North America under the trade name “LA Fitness”. Plaintiff has used the trade name “Pro Results” in connection with its personal training operations since approximately 1990.

40. Plaintiff is the owner of the of the trademarks “L.A. Fitness” (registered with the USPTO on November 23, 1993); “L.A. Fitness” (registered with the USPTO on March 7, 2000, and re-registered on March 6, 2018); and “Pro Results” (registered with the USPTO on July 20, 2004).

41. The acts of Defendants set forth in this Complaint, including those set forth in Plaintiff’s First Claim For Relief, constitute trademark infringement under California law.

42. Defendants’ conduct described herein has caused and will continue to cause great irreparable harm to Plaintiff and the public at large, for which there is no adequate remedy at law. As such, Plaintiff seeks an order from this Court permanently enjoining Defendants from infringing on Plaintiff’s trademarks.

**FOURTH CLAIM FOR RELIEF**

**(Common Law Fraud)**

43. Plaintiff incorporates by reference paragraphs 1 through 42 as though fully set forth herein.

44. At all times relevant herein, Defendants falsely represented to Plaintiff’s employees and third parties that they are affiliated with Plaintiff’s business, including statements that Defendant Alspaugh is the owner and/or holds a corporate position in Plaintiff’s business, filing and obtaining an employer ID number from the Internal Revenue Service under the name “Leah Alspaugh Fitness International,” and registering

1 a limited liability company with the name “LeahAlspaugh LA Fitness LLC” with the  
2 California Secretary of State.

3 45. Defendants made these representations knowing they were false or in  
4 reckless disregard to the truth, and with the intention that third parties would rely on  
5 such misrepresentations.

6 46. Third parties actually relied on Defendants’ misrepresentations, as is  
7 evidenced by the Internal Revenue Service issuing an employer ID number to “Leah  
8 Alspaugh Fitness International” and the California Secretary of State registering the  
9 company “LeahAlspaugh LA Fitness LLC.”

10 47. Defendants’ willful and intentional false representations have caused  
11 and are causing great and irreparable injury and damage to Plaintiff’s business and its  
12 goodwill and reputation in an amount to be proven at the time of trial. Further,  
13 Defendants’ fraudulent conduct was intentional, thereby entitling Plaintiff to punitive  
14 damages.

15 **FIFTH CLAIM FOR RELIEF**

16 **(Intentional Interference with Prospective Economic Advantage)**

17 48. Plaintiff incorporates by reference paragraphs 1 through 47 as though  
18 fully set forth herein.

19 49. At all relevant times, Plaintiff has been engaged in economic  
20 relationships with its fitness club members.

21 50. In obtaining and maintaining members, Plaintiff has a probability of  
22 future economic benefit.

23 51. At all relevant times, Defendants were aware of Plaintiff’s relationship  
24 with its members, employees, and business affiliates, and the economic importance of  
25 obtaining and maintaining those relationships.

26 52. Defendants intentionally engaged in conduct that they knew would, or  
27 otherwise intended to, disrupt Plaintiff’s relationships with its members, employees, and  
28 business affiliates, including without limitation, trespassing into Plaintiff’s clubs and

1 sleeping in areas where members were present, representing to employees and business  
2 affiliates that they were a manager, executive or owner of Plaintiff or otherwise  
3 affiliated with Plaintiff, seeking to hire and fire employees, and seeking to cancel  
4 memberships via misleading emails to Plaintiff's employees.

5 53. As a result of Defendants' conduct, Plaintiff has sustained damages in an  
6 amount to be proven at trial.

7 **SIXTH CLAIM FOR RELIEF**

8 **(Intentional Interference with Contractual Relations)**

9 54. Plaintiff incorporates by reference paragraphs 1 through 32 as though  
10 fully set forth herein.

11 55. At all relevant times, Plaintiff has been engaged in contractual  
12 relationships with its members.

13 56. At all relevant times, Plaintiff has been engaged in contractual  
14 relationships with its employees.

15 57. At all relevant times, Defendants intended to interrupt the performance  
16 of Plaintiff's contract with its members by through misrepresenting their authority to  
17 order Plaintiff's employees to cancel memberships, and by trespassing into Plaintiff's  
18 clubs and sleeping in areas where members were present, thereby creating the  
19 impression that Plaintiff's clubs were not secure, or where otherwise unsafe or unkept.

20 58. At all relevant times, Defendants intended to interrupt the performance  
21 of Plaintiff's contract with its employees by intending to harass Plaintiff's employees,  
22 attempting to fire employees, and attempting to hire new employees.

23 59. Defendants' conduct prevented Plaintiff from providing its members  
24 with the club conditions and membership operations as expected in their contractual  
25 agreements.

26 60. Defendants' conduct prevented Plaintiff from providing its employees  
27 with the expected working environment pursuant to their contracts because employees  
28

1 were urged to hire people that they did not seek to hire, as well as, exposure to  
2 harassment and annoyance by Defendant.

3 61. As a result of Defendants' conduct, Plaintiff has sustained damages in an  
4 amount to be proven at trial.

5 **SEVENTH CLAIM FOR RELIEF**

6 **(Injunctive Relief)**

7 62. Plaintiff incorporates by reference paragraphs 1 through 61 as though  
8 fully set forth herein.

9 63. Defendant was terminated from her employment with Plaintiff in May  
10 2013. At no time either during her employment or after, has Defendant been an  
11 executive or owner of Plaintiff or any of its brands.

12 64. Defendant has not had any affiliation with Plaintiff since May 2013.

13 65. However, from approximately 2018 to the present, Defendant has  
14 engaged in a pattern and practice of holding herself out to be the owner of Plaintiff, or  
15 otherwise affiliated with Plaintiff, and to have the authority to hire or fire personnel,  
16 change Plaintiff's registered agents for service of process, and otherwise misrepresent  
17 her affiliation with Plaintiff to Plaintiff's employees, members, and State and Federal  
18 governmental agencies, all to Plaintiff's detriment.

19 66. Plaintiff has sent two cease-and-desist letters to Defendant, however  
20 Defendant's unlawful conduct continues to this date.

21 67. Defendant's conduct has in the past, and will in the future, cause harm to  
22 Plaintiff's reputation and goodwill.

23 68. Defendants continued misrepresentations as an owner/affiliate with  
24 Plaintiff's company, including attempts to control the hiring process, filings with  
25 official agencies, and harassment of Plaintiff's employees, amounting to wrongful  
26 conduct, unless and until enjoined and restrained by order of this court, will cause great  
27 and irreparable injury to Plaintiff as Plaintiff's employees will continue to be harassed  
28 by Defendant and Plaintiff will continue wasting time, money, and resources on

1 handling the consequences of Defendant’s actions, including contacting relevant  
2 agencies and companies to disable Defendant’s filings and affiliations with Plaintiff’s  
3 company.

4 69. Plaintiff has no adequate remedy at law for the injuries Defendant has in  
5 the past and will in the future cause an award of monetary damages would not protect or  
6 restore damage to Plaintiff’s premises, goodwill, reputation, brand, business operation,  
7 and relations with its members and employees, which are not monetary in nature

8 70. As such, Plaintiff seeks an order from this Court permanently enjoining  
9 Defendants, and each of them, from:

- 10 a. Representing themselves to be employees, owners, managers,  
11 representatives, or otherwise affiliated with Plaintiff and its brand  
12 names;
- 13 b. Impersonating Plaintiff’s employees;
- 14 c. Contacting Plaintiff’s employees, vendors, and members for any  
15 reasons;
- 16 d. Taking any action to hire, terminate or take any actions with  
17 respect to employees or prospective employees;
- 18 e. Attempting to cancel Plaintiff’s members’ memberships with  
19 Plaintiff;
- 20 f. Continuing to operate any business under the names “LA Fitness,”  
21 “Fitness International,” “Pro Results,” or other names that are the  
22 same or confusingly similar to Plaintiff’s trademarks;
- 23 g. Continuing Defendant Alspaugh’s registration of the business  
24 “Leah Alspaugh LA Fitness LCC” or creating further registrations  
25 under the same or similar names that are confusingly similar to  
26 Plaintiff’s trademarks;
- 27 i. Continuing to maintain, or obtaining any new, Federal employer  
28 tax identification number with the name “Leah Alspaugh Fitness

- 1 International”, or any name that is confusingly similar to
- 2 Plaintiff’s trade names;
- 3 j. Registering with any federal or state governmental agency any
- 4 business name, trade name or trademark that is confusingly
- 5 similar to Plaintiff’s business names, trade names and trademarks;
- 6 k. Maintaining any registration with any state or federal
- 7 governmental agency business name, trade name or trademark
- 8 that is confusingly similar to Plaintiff’s business names, trade
- 9 names and trademarks
- 10 l. Using email addresses to correspond as with Plaintiff’s affiliation;
- 11 and
- 12 m. Creating any email that represents herself to be an owner of LA
- 13 Fitness or Fitness International, LLC, or Pro Result.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

- 16 1. For a preliminary injunction, and a permanent injunction, enjoining
- 17 Defendants LEAH ALSPAUGH and Does 1 through 50, and each of them,
- 18 from:
- 19 a. Representing themselves to be employees, owners, managers,
- 20 representatives, or otherwise affiliated with Plaintiff and its brand names;
- 21 b. Impersonating Plaintiff’s employees;
- 22 c. Contacting Plaintiff’s employees, vendors and members for any reasons;
- 23 d. Taking any action to hire, terminate or take any actions with respect to
- 24 employees or prospective employees;
- 25 e. Attempting to cancel Plaintiff’s members’ memberships with Plaintiff.
- 26 f. Continuing to operate business under the names “LA Fitness,” “Fitness
- 27 International,” “Pro Results,” or other names that are the same or confusingly similar to
- 28 Plaintiff’s trademarks;

1 g. Continuing Defendant Alspaugh’s registration of the business “Leah  
2 Alspaugh LA Fitness LCC” or creating further registrations under the same or similar  
3 names that are confusingly similar to Plaintiff’s trademarks;

4 i. Continuing to maintain, or obtaining any new, Federal employer tax id  
5 number with the name “Leah Alspaugh Fitness International”, or any name that is  
6 confusingly similar to Plaintiff’s trade names;

7 j. Registering with any federal or state governmental agency any business  
8 name, trade name or trademark that is confusingly similar to Plaintiff’s business names,  
9 trade names and trademarks;

10 k. maintaining any registration with any state or federal governmental  
11 agency business name, trade name or trademark that is confusingly similar to Plaintiff’s  
12 business names, trade names and trademarks

13 l. Using email addresses to correspond as with Plaintiff’s affiliation; and

14 m. Creating any email that represents herself to be an owner of LA Fitness  
15 or Fitness International, LLC, or Pro Results.

- 16 2. For all special damages in an amount to be proven at trial;
- 17 3. For Defendants’ profits according to proof;
- 18 4. For punitive or exemplary damages;
- 19 5. For general damages in an amount to be proven at trial;
- 20 6. For costs of suit incurred herein, including reasonable attorneys’ fees; and
- 21 7. For such other and further relief as the court deems proper.

22  
23 DATED: October 3, 2022

YOKA | SMITH, LLP

24  
25 By: 

26 ALICE CHEN SMITH  
27 CHRISTINE C. DE METRUIS  
28 Attorneys for Plaintiff, FITNESS  
INTERNATIONAL, LLC



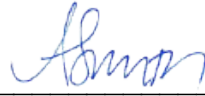
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial in the instant action on all stated claims for relief.

DATED: October 3, 2022

YOKA | SMITH, LLP

BY:  \_\_\_\_\_

ALICE CHEN SMITH  
CHRISTINE C. DE METRUIS  
Attorneys for Plaintiff, FITNESS  
INTERNATIONAL, LLC