

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.:**

DENTAL FIX RX, LLC

Plaintiff,

v.

MANNY PEREIRA, SR.,
DAVID PEREIRA, and
DENTALFIX RX OF NEW JERSEY, LLC

Defendants.

PLAINTIFF'S COMPLAINT FOR INJUNCTIVE RELIEF

Plaintiff, DENTAL FIX RX, LLC, ("Plaintiff" or "Dental Fix"), by and through undersigned counsel, files this Complaint for Injunctive Relief against Defendants, MANNY PEREIRA, SR., DAVID PEREIRA, and DENTALFIX RX OF NEW JERSEY, LLC (collectively, "Defendants"), and states:

NATURE OF THE ACTION

This is an action for injunctive relief by Dental Fix against Defendants based on Defendants' Lanham Act violations and breaches of contract. Defendants are willfully and unlawfully trading upon Plaintiff's goodwill and reputation through both their present and continued unauthorized use of Dental Fix's registered trademarks and service marks (the "Dental Fix Marks") following Dental Fix's lawful termination of their subject franchise agreements. Defendants' ongoing wrongful conduct leaves Plaintiff with no choice but to commence this legal proceeding in order to protect its vital business interests, as well as to protect its name and reputation. By this legal action, Plaintiff seeks to temporarily and permanently enjoin Defendants from their wrongful and infringing conduct.

I. PARTIES

1. Plaintiff, DENTAL FIX RX, LLC is a limited liability company organized under the laws of the State of Florida, with its principal place of business in Broward County, Florida. Dental Fix is engaged in the business of franchising others to operate mobile service centers, which offer one-stop shopping to dental laboratories, practitioners and offices in the practice of general dentistry and related practice fields. Dental Fix's franchised mobile service centers also offer dental equipment maintenance, service and repair, equipment sales and consumable products relating to dentistry (the "Dental Fix Business").

2. Defendant, MANNY PEREIRA, SR., is an individual over the age of eighteen (18), is *sui juris*, and resides in Middlesex County, New Jersey. MANNY PEREIRA, SR. has acted on behalf of DENTALFIX RX OF NEW JERSEY, LLC, at all times relevant to the allegations contained in this Complaint. Moreover, MANNY PEREIRA, SR. has actively and knowingly caused the trademark infringement alleged herein, thus also rendering him personally responsible for such acts.

3. Defendant, DAVID PEREIRA, is an individual over the age of eighteen (18), is *sui juris*, and resides in Middlesex County, New Jersey. DAVID PEREIRA has acted on behalf of DENTALFIX RX OF NEW JERSEY, LLC, at all times relevant to the allegations contained in this Complaint. Moreover, DANNY PEREIRA has actively and knowingly caused the trademark infringement alleged herein, thus also rendering him personally responsible for such acts.

4. Defendant, DENTALFIX RX OF NEW JERSEY, LLC is an active New Jersey limited liability company and maintains its principal place of business in Metuchen, New Jersey. DENTALFIX RX OF NEW JERSEY, LLC is a former franchisee of DENTAL FIX RX, LLC.

II. JURISDICTION AND VENUE

5. The course of dealing between Dental Fix and its franchisees, including Defendants, demonstrates that decision-making authority is vested with Dental Fix at its headquarters in Davie, Florida. Dental Fix conducts and supervises its franchise operations from its headquarters located in Davie, Florida. Moreover, Dental Fix and Defendants have carried on a continuous course of direct communications by mail, e-mail, and telephone through Dental Fix's headquarters in Davie, Florida.

6. Defendants negotiated with Dental Fix in Davie, Florida for their acquisition of long-term franchise agreements with Dental Fix. Defendants voluntarily entered into written franchise agreements with Dental Fix in Davie, Florida and have therefore purposefully availed themselves of the benefits and protection of Florida law.

7. Defendants' franchised business operations were regulated by Dental Fix from its headquarters in Davie, Florida.

8. This Court has jurisdiction over the subject matter of this action pursuant to: Section 34(a) and 39 of the Lanham Act; 15 U.S.C. §1116(a) and §1121, 1337, and 28 U.S.C. §1331 and §1367(a).

9. Venue is proper in the Southern District of Florida pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in the Southern District of Florida. Specifically, Dental Fix has been injured at its principal place of business in Davie, Florida as a result of: (1) Defendants' continuing trademark infringement, and (2) Defendants' failure to make required payments to Dental Fix under the franchise agreements for royalties and other amounts when due. Moreover, pursuant to Section 11.8.4 of the franchise agreements entered into by the parties, which are the subject of this

action, the parties have consented that Dental Fix may bring an action for injunctive relief in any court which has jurisdiction to enforce Dental Fix's trademark or proprietary rights or the covenants not to compete.

10. Defendants have agreed in writing that in any legal action to enforce the terms of the franchise agreements between Defendants and Dental Fix, Dental Fix, as the prevailing party, shall be paid by Defendants all costs, including attorney's fees, incurred as a result.

11. Dental Fix has engaged undersigned counsel and has agreed to pay counsel reasonable attorney's fees for all services rendered in this action and otherwise in connection with enforcing the operative agreements between Dental Fix and Defendants.

12. All conditions precedent to the institution of this action have been satisfied, discharged, excused or waived.

III. GENERAL ALLEGATIONS

The Dental Fix System

13. Dental Fix began franchising Dental Fix franchises in September 2009 and is a franchising company which promotes and sells franchises for businesses known as Dental Fix. As set forth above, Dental Fix offers franchises for the operation of mobile service centers offering cost effective, one-stop shopping to practitioners and offices in the practice of general dentistry, and related practice fields and dental laboratories.

14. The Dental Fix franchise is operated under a business format, which was developed by Plaintiff and its affiliates, over a considerable period of time, and includes trade secrets, training methods, standards, designs, methods of trademark usage, marketing programs, and research and development connected with the operation and promotion of Dental Fix Businesses (the "Dental Fix System").

15. The Dental Fix System includes recognizable and unique characteristics relating to the equipment, uniforms, signage, and its website, as used in the operation of a Dental Fix Business. This compilation of processes and techniques was developed over time and amounts to a treasury of detail, know how, and technique, which is all associated with the Dental Fix brand.

16. The detailed specifications and procedures of the Dental Fix System are set forth in Dental Fix's Operating Manual.

17. Every Dental Fix franchisee is required by its franchise agreement to operate its franchise in accordance with the specifications and procedures contained in Dental Fix's Operating Manual. The Operating Manual sets forth in detail the mandatory Dental Fix operating standards, specifications and procedures. In addition, the Operating Manual prescribes specified training procedures to ensure that these requirements are met. The Operating Manual is a confidential Dental Fix document which a franchisee is permitted to have only during the term of the franchise agreement.

18. Dental Fix offers a broad range of services to its franchisees in order to assist its franchisees' compliance with these standards, including continuing training programs. These services also enable Dental Fix to protect the integrity of the Dental Fix System and the Dental Fix Marks.


19. Thus, based upon a significant expenditure of time, monies and resources, Dental Fix has established a positive reputation and image with the public as to the quality of its products and services. Dental Fix strives to maintain its reputation through its careful selection of authorized franchise owners and its supervision over the manner and quality of the services offered by its franchisees.

Dental Fix's Right to Protect its Marks and Intellectual Property

20. To identify the source, origin, and sponsorship of Dental Fix's products and services, Dental Fix has extensively employed and advertised throughout the United States certain distinctive symbols as trademarks and service marks (the "Dental Fix Marks").

21. Dental Fix owns the federally registered Dental Fix Marks and has the exclusive right in the United States of America and elsewhere to use and license the Dental Fix Marks in the operation of the Dental Fix Business and its franchise system.

22. Set forth below is a listing of the Dental Fix Marks registered with the United States Patent and Trademark Office:

MARK	REGISTRATION NUMBER	REGISTRATION DATE
	3897037	December 28, 2010
DENTAL FIX RX	3901446	January 4, 2011

23. The federally registered Dental Fix Marks are utilized in interstate commerce and have always been and continue in full force and effect. The federally registered Dental Fix Marks constitute *prima facie* evidence of their validity and conclusive evidence of Dental Fix's exclusive right to use its Marks in connection with the services identified therein and other commercial goods and services.

24. The registrations also provide constructive notice to Defendants of Dental Fix's ownership and exclusive rights in the Dental Fix Marks.

25. Pursuant to the franchise agreements between Dental Fix and its franchisees, including Defendants, Dental Fix grants its franchisees a limited license and authority to use and display the Dental Fix Marks, but only in such manner and at such times as are expressly

authorized by Dental Fix. In no way, is a franchisee authorized to use the Dental Fix Marks after the termination of its franchise. Such unauthorized use is expressly prohibited under the terms of all Dental Fix franchise agreements, including Defendants' operative franchise agreements with Dental Fix.

26. The Dental Fix Marks are distinctive and unique, and serve to identify the source, origin, and sponsorship of the Dental Fix mobile service centers, and the products and services they offer, and to distinguish Dental Fix from other competing or related businesses.

27. Dental Fix and its authorized franchisees have advertised and extensively promoted the Dental Fix Marks. As a result of such extensive advertising and promotional efforts, and the amount of money spent in connection therewith, the products and services offered under the Dental Fix Marks have established demand and goodwill among consumers. The public has come to know and recognize the Dental Fix Marks and System and associate the Marks and System exclusively with the services and products offered by Dental Fix.

Dental Fix's Franchise Agreements with Defendants

28. Defendants operated their Dental Fix businesses, which are at issue in this case, using the Dental Fix Marks and the Dental Fix System, in accordance with the terms and conditions of three separate franchise agreements, namely Nos. 17, 18 and 19, with Dental Fix (collectively the "Franchise Agreements").¹

¹ Defendants entered into a total of twenty-eight (28) franchise agreements with Dental Fix. More specifically, on or about January 20, 2010, Defendants entered into seven (7) franchise agreements with Dental Fix, namely franchise agreement numbers 16, 17, 18, 19, 20, 21 and 22. Thereafter, on or about April 30, 2010, Defendants entered into an additional twenty-one (21) franchise agreements with Dental Fix, namely Nos. 26 through 46. Despite Defendants' contractual obligations to open and operate Dental Fix mobile service centers pursuant to the parties' agreed development schedule, out of these twenty-eight (28) franchise agreements, *supra*, Defendants only ever began operations in those territories designated by Agreement Nos. 17, 18 and 19.

29. The Franchise Agreements were for a period of twenty (20) years and did not provide Defendants with the unilateral right to terminate the Franchise Agreements.²

30. Pursuant to the Franchise Agreements, Defendants agreed to pay to Dental Fix franchise fees, corporate support fees, and software license fees. Defendants were also contractually obliged to purchase all dental-related parts and equipment from Dental Fix. In exchange, Defendants were granted a license to use of the Dental Fix System and the Dental Fix Marks.

Defendants' Defaults

31. Pursuant to Section 6.1 of the Franchise Agreements, Defendants agreed to pay an Initial Franchise Fee in connection with each franchise. Specifically, Section 6.1 of the Franchise Agreements provides, in pertinent part:

When you sign this Agreement you will pay us in immediately available funds an Initial Franchise Fee of \$100 per Practitioner (as defined in Section 2.1) whom we determine in our discretion is in your Territory. The Franchise Fee will be based on a range of segments of 50 Practitioners, rounded down for each range.

Failure to pay these amounts owed constitutes a breach of the Franchise Agreements. *See* Ex.

“A,” Section 6.1.

32. Further, pursuant to Section 6.3 of the Franchise Agreements, Defendants agreed to pay Corporate Support Fees. Section 6.3 states, in pertinent part, that:

Each week, we will draw from your designated bank account a Corporate Support Fee. This starts at \$1.30 per week times the number of Clinics in your Territory in ranges of 25 Clinics, rounded down. Every four weeks, the amount will increase in equal amounts, to \$1.50, \$1.70, \$1.90, and then \$2.10 per week, or (at the \$2.10 level) \$1,500 per month, whichever is higher, where it will remain for the remainder of the term of your Agreement.

² True and correct copies of Defendants' Franchise Agreement Nos. 17, 18 and 19 are attached hereto as Exhibit “A.”

Section 6.4 of the Franchise Agreements further provides that “you must establish a designated checking account in which you maintain at all times a balance of at least twice as great as your average weekly corporate support fee and marketing contributions . . . to enable us to withdraw funds from the account by automatic clearinghouse transfer. You will pay all fees associated with such transfers.” *See* Ex. “A,” Sections 6.3 - 6.4.

33. Moreover, pursuant to Section 6.6 of the Franchise Agreements, Defendants agreed to pay a monthly software license fee. Section 6.6 provides that “[y]ou must pay a monthly software license fee as set forth in the Software License Agreement....” *See* Ex. “A,” Section 6.6.

34. Lastly, pursuant to Section 5.9 of the Franchise Agreements, Defendants were obligated to purchase all dental-related parts and equipment from Dental Fix. Section 5.9 provides, in pertinent part, that:

We designate certain equipment, tools, products and/or services you must purchase, lease or receive from us or from a supplier or suppliers we designate, and we may do so with additional products and/or services in the future. If we so designate, you must use the product(s), services, and suppliers we designate, including without limitation, such mobile units, uniforms, tools, equipment, décor, logos, shelving, dental products and accounting and financial services and supplier(s) as we may designate. If you finance items, we reserve the right to approve the terms of your loan in advance.

See Ex. “A,” Section 5.9.

35. In material breach of Section 6.1 of the Franchise Agreements, Defendants failed to pay the total amount of franchise fees owed to Dental Fix. Pursuant to Section 10.2.1.10 of the Franchise Agreements, the “failure to pay [Dental Fix] (or [its] Related Parties or approved suppliers) any amounts due and to not correct the failure within five (5) days after [Dental Fix] deliver[s] written notice of that failure to you, or immediately if payment has not been made

within thirty (30) days of its due date” is grounds for termination without opportunity to cure.

See Exhibit “A,” Section 10.2.1.10.

36. In addition, in material breach of Section 5.9 of the Franchise Agreements, Defendants failed to purchase all dental-related parts and equipment from Dental Fix. Such a default is grounds for immediate termination of the Franchise Agreements upon written notice with no opportunity to cure. *See* Exhibit “A,” Section 10.2.1.14.

37. Notwithstanding, Dental Fix provided written notice to Defendants of their breaches on July 28, 2011 and attempted in good faith to resolve this dispute.

38. Defendants failed to cure their defaults.

The Notices of Default

39. By letter dated February 1, 2012, Dental Fix notified Defendants of their defaults in connection with Agreement Nos. 17, 18, and 19, and Defendants were given an additional thirty (30) days to cure their defaults.³

40. Defendants still failed to cure their defaults.

Termination of Defendants’ Franchise Agreements Nos. 17, 18 and 19

41. Accordingly, by letter dated March 5, 2012, Dental Fix informed Defendants in writing that their Franchise Agreements were terminated.⁴

42. Terminated franchisees are prohibited from identifying themselves as either a current or former Dental Fix franchisee, from using any of Dental Fix’s signs, symbols, devices, or other materials constituting part of the Dental Fix System, the Dental Fix Marks, or any mark(s) confusingly similar. *See* Ex. “A,” Section 10.4. Terminated franchisees are further

³ A true and correct copy of the February 1, 2012 Notice of Default is attached hereto as Exhibit “B.”

⁴ A true and correct copy of the March 5, 2012 Termination Notice is attached hereto as Exhibit “C.”

required, upon termination of their Dental Fix franchise agreement, to immediately make such removals or changes in signs as Dental Fix shall request so as to completely de-identify from the Dental Fix System. *Id.*

43. Defendants have failed to comply with their post-termination obligations under the Franchise Agreements by continuing to hold themselves out to the public as operating genuine and authorized Dental Fix mobile service centers by continuing to use the Dental Fix Marks subsequent to the lawful termination of the Franchise Agreements. In doing so, Defendants are infringing upon the Dental Fix Marks and breaching their explicit obligations under the Franchise Agreements.

44. Additionally, Defendants have not returned to Dental Fix their Operating Manual, marketing materials, proprietary forms, and any other property belonging to Dental Fix as required by the Franchise Agreements.

45. Further, Defendants have failed to pay amounts owed to Dental Fix under the Franchise Agreements.

Likelihood of Consumer Confusion and Deception

46. Defendants have not tendered to Dental Fix or removed all Dental Fix signage, uniforms and other items bearing the Dental Fix Marks, name, symbols, or slogans, or which are otherwise identified with the Dental Fix Business.

47. Defendants' continued use and display of the Dental Fix Marks, or any items associated with the Dental Fix name, symbols, or slogans is without Dental Fix's license or consent and has caused or is likely to cause mistake, confusion, or deception in the minds of the public as to source, affiliation or sponsorship. Upon seeing the familiar Dental Fix Marks, through Defendants' unauthorized use thereof, consumers will be deceived into concluding the

products and services offered by Defendants are made or supplied by Dental Fix, or are otherwise sponsored or endorsed by Dental Fix and bear the Dental Fix Marks pursuant to Dental Fix's authority and permission. Such impressions are calculated to and will have a material influence on customers' purchasing decisions.

48. By virtue of the fact that Defendants' Franchise Agreements were terminated, Dental Fix is unable to control the nature and quality of the products and services that Defendants provide. Dental Fix has not authorized Defendants to continue to use the Dental Fix Marks to identify the terminated franchise businesses, products, or services, and has actually protested against such use.

49. Dental Fix will suffer serious, immediate and irreparable harm if Defendants' willful infringement of the Dental Fix Marks is not immediately enjoined. Dental Fix's brand and reputation, which it now enjoys, will be irretrievably injured by any association with Defendants' rogue business, which are no longer subject to Dental Fix's control and supervision.

50. Consumer confusion as to the source or sponsorship of Defendants' business, which bears the Dental Fix Marks, will result in the inevitable loss of Dental Fix's strong image and goodwill and will also cause a diversion of sales from Dental Fix. The economic injury to Dental Fix resulting from such diversion is incalculable and, as such, is an additional source of irreparable harm.

COUNT I – TRADEMARK INFRINGEMENT

51. Dental Fix re-alleges and incorporates Paragraphs 1 through 50, *supra*, as if fully set forth herein.

52. Dental Fix was granted registration of the Dental Fix Marks by the United States Patent and Trademark Office, pursuant to which Dental Fix has the exclusive right in the United

States and elsewhere to use and license the Dental Fix Marks in the operation of Dental Fix's Business and franchise system.

53. The registrations of the Dental Fix Marks have always been and continue in full force and effect.

54. Dental Fix has extensively advertised and promoted the Dental Fix Marks in connection with its products and services.

55. Notwithstanding the termination of the Franchise Agreements, Defendants continue to willfully use the Dental Fix Marks in the operation of their business in violation of the Lanham Act.

56. Defendants' continued use and display of the Dental Fix Marks after termination constitutes willful and intentional infringement of the Dental Fix Marks in violation of Section 43(g) of the Lanham Act, 15 U.S.C. §§1114 and 1125(a).

57. Defendants' acts were done knowingly and intentionally to cause confusion, or to cause mistake, or to deceive consumers.

58. Plaintiff has suffered irreparable harm, and will continue to suffer irreparable harm, as a result of Defendants' unlawful infringement.

59. Plaintiff has no adequate remedy at law to protect its substantial business and property rights. The damages from Defendants' activities are considerable and continuing and are therefore not capable of ascertainment at this time.

COUNT II – UNFAIR COMPETITION

60. Dental Fix re-alleges and incorporates Paragraphs 1 through 50, *supra*, as if fully set forth herein.

61. Defendants' use in commerce of the Dental Fix Marks outside the scope of the Franchise Agreements and without Plaintiff's consent is likely to cause confusion, or to cause mistake, or to deceive as to the origin, sponsorship, or approval of their goods, services, or commercial activities by another person. Such unauthorized use of the Dental Fix Marks constitutes unfair competition in violation of Section 43 of the Lanham Act, 15 U.S.C. §1125(a), and common law.

62. Defendants' acts were done knowingly and intentionally to cause confusion, or to cause mistake, or to deceive.

63. Plaintiff has suffered irreparable harm, and will continue to suffer irreparable harm, as a result of Defendants' unfair competition.

64. Plaintiff has no adequate remedy at law to protect its substantial business and property rights. The damages from Defendants' activities are considerable and continuing and are therefore not capable of ascertainment at this time.

65. Plaintiff is entitled to preliminary and permanent injunctive relief preventing Defendants' unfair competition.

COUNT III – TRADE DRESS INFRINGEMENT

66. Dental Fix re-alleges and incorporates Paragraphs 1 through 50, *supra*, as if fully set forth herein.

67. Dental Fix Businesses are identified by signage, exterior and interior appearance, and certain items on which the words "Dental Fix" appear in the same lettering style and in the same distinctive color scheme as used by Dental Fix authorized franchisees.

68. The use by Defendants of trade dress that is identical to the Dental Fix trade dress outside the scope of the Franchise Agreements constitutes a false designation of the origin,

which is likely to cause confusion, or to cause mistake or to deceive the public as to the affiliation, connection, or association of its mobile service centers with those mobile service centers operated by authorized Dental Fix franchisees. Such adoption of the Dental Fix trade dress violates Section 43 of the Lanham Act, 15 U.S.C. §1125, and the common law.

69. Defendants' acts were done knowingly and intentionally to cause confusion, or to cause mistake or deceive.

70. Plaintiff has suffered irreparable harm and will continue to suffer irreparable harm as a result of Defendants' trade dress infringement.

71. Plaintiff has no adequate remedy at law to protect its substantial business and property rights. The damages from Defendants' activities are considerable and continuing and are therefore not capable of ascertainment at this time.

72. Plaintiff is entitled to preliminary and permanent injunctive relief preventing Defendants' trade dress infringement.

COUNT IV – BREACH OF CONTRACT

73. Dental Fix incorporates by reference the allegations set forth in paragraphs 1 through 50, *supra*, as if fully set forth herein.

74. Defendants breached the Franchise Agreements by:

- a) failing to pay corporate support fees which were owed to Dental Fix in accordance with Section 6.3 of the Franchise Agreements;
- b) failing to pay franchise fees which were owed to Dental Fix in accordance with Section 6.1 of the Franchise Agreements;
- c) failing to pay software license fees which were owed to Dental Fix in accordance with Section 6.6 of the Franchise Agreements, and

d) failing to purchase all dental-related parts and equipment from Dental Fix pursuant to Section 5.9 of the Franchise Agreements.

75. On February 1, 2012, Dental Fix sent Defendants a Notice of Default, regarding the above-mentioned defaults, providing Defendants with thirty (30) days to cure the defaults.

76. Defendants failed to timely cure the defaults set forth in the February 1, 2012 Notice of Default.

77. On March 5, 2012, Defendants sent a Notice of Termination to Defendants, pursuant to which Defendants were notified that the Franchise Agreements were terminated as a result of their failure to cure the noticed defaults.

78. Despite the termination of the Franchise Agreements, Defendants continue to use the Dental Fix Marks and Dental Fix System in connection with their business, in material breach of Section 10.4 of the Franchise Agreements.

79. As a result of this conduct, Dental Fix has suffered and is continuing to suffer irreparable harm.

WHEREFORE, Plaintiff, DENTAL FIX RX, LLC, respectfully requests the following relief:

1. For a preliminary and permanent injunction against Defendants, and all persons acting on their behalf, in concert with them, or under their control, from:
 - a. manufacturing, packaging, distributing, selling, advertising, displaying, or promoting any product or service bearing any of the Dental Fix Marks;
 - b. displaying or using any of the Dental Fix Marks to advertise, promote, or identify Defendants' services;

c. making in any manner whatsoever any statement or representation, or performing any act, likely to lead members of the public into believing that Defendants are in any manner, directly or indirectly, associated, affiliated or connected with, or licensed, sponsored, authorized or approved by Dental Fix.

2. For a preliminary and permanent injunction against Defendants, and their agents, employees, attorneys, and all others in active concert or participation with them, directing Defendants and all persons acting on their behalf, in concert with them, or under their control, to:

(a) recall and deliver to Dental Fix all signs, banners, labeling, packaging, advertising, promotional, display and point of purchase materials which bear, or make reference to, any of the Dental Fix Marks or any colorable imitation of the Dental Fix Marks and

(b) recall and deliver to Dental Fix all copies and editions of the Operating Manual that are in their actual or constructive, direct or indirect, possession, custody or control, including all supplements and addenda thereto and all other materials containing operating instructions, or other proprietary information belonging to Dental Fix.

3. For a preliminary and permanent injunction against Defendants and all persons acting on their behalf, in concert with them, or under their control, preventing them from using the Dental Fix Marks, trade name, trade dress and from otherwise engaging in unfair competition with Dental Fix;

4. For a preliminary and permanent injunction against Defendants and all persons acting on their behalf, in concert with them, or under their control, enforcing all post-term obligations contained in the Franchise Agreements, and any other agreements with Dental Fix;

5. For a preliminary and permanent injunction against Defendants and all persons acting on their behalf, in concert with them, or under their control, preventing them from

violating the terms of the confidentiality and non-competition agreement annexed to the Franchise Agreements, as Attachment 3, and the non-compete provisions of Section 8.6 of the Franchise Agreements.

6. For an order directing Defendants to file with the Court and to serve on Dental Fix's counsel within ten days after service of any injunction or order issued herein, or with such a reasonable time as the Court shall direct, a report, in writing and under oath, setting forth in detail the manner in which Defendants have complied with such injunction or order;

7. For Plaintiff's costs, disbursements, expenses, and attorney's fees incurred in this action, as allowed by Section 11.12 of the Franchise Agreements, and

8. For all such other relief as this Honorable Court may deem just and proper.

Dated: March 26, 2012

Respectfully submitted,

ZARCO EINHORN SALKOWSKI & BRITO, P.A.

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