



4. In addition to the information alleged in Plaintiff's Complaint, AAFM American Academy of Financial Management ® has been, during all relevant times, a US entity and professional society with more than 50,000 members, associates, candidates, and affiliates in over 150 countries. Among other things, AAFM is engaged in the business of developing professional development programs, certification programs, professional designations, copyrighted training programs, evaluating educational partners, adopting relevant trademarks, certification and service marks and promoting and sanctioning certification training and offering exclusive board certifications and designations to candidates who meet the highest professional standards and assessment criteria.

5. The AAFM Certification Standards Entity recognizes over 1000 accredited educational and assessment programs worldwide including ABA Bar Association recognized programs and over 800 double accredited programs of the ACBSP Accrediting Council for Business Schools and Programs.

6. AAFM and its primary certifications, educational requirements, and assessment requirements have been disclosed and listed in NASD and FINRA.org (Financial Industry Regulatory Authority) reference guides for several years. This is an authoritative reference to US board certification bodies in financial management.

7. AAFM has been a leader in promoting USA accredited education and exams for over a decade by recognizing ABA American Bar Association Education, AACSB.edu and ACBSP.org Accredited educational programs and exams. In the United States, there is a long history of professional societies offering membership, graduate qualifications and designations where the public can review a list of dozens of them on the FINRA website.

8. AAFM and its professional development programs and certifications have been recognized in several countries around the world.

9. Outside of the USA, the AAFM has also recognized various executive training programs delivered by the largest conferencing companies such as INFORMA and IIR. Mentz established the relationship with IIR which is now owned by INFORMA in 2002. Of the over 800 approved programs and distributors, Baring and King represented only one of the conditionally approved training providers of AAFM branded programs.

10. Defendant Brett King (“King”) was under contract as an approved training affiliate by of AAFM from March, 2007 until he resigned on March 4, 2009. King served as a trainer, event coordinator, a webmaster, and teacher for official AAFM and related websites and approved certification courses since 2004.

11. Defendant Geoffrey Baring (“Baring”) served as a trainer and teacher for AAFM programs until he was terminated in March, 2009. Baring served as a trainer and teacher for AAFM approved certification courses since about 2006 as seen in various public and online AAFM brochures.

12. As a condition of his representation of AAFM, King signed a Schedule B Intellectual Property Rights document (Exhibit A hereto) containing acknowledgements and covenants about intellectual property belonging to AAFM and containing promises with respect to fees owed to Mentz and AAFM, the conditional use of AAFM & related (IP marks, service marks, and designations), and the non-disclosure of AAFM’s confidential and trade secret information and data. Baring as CEO of the unauthorized company also acknowledged and confessed to such agreement, IP Intellectual Property restrictions, and fees owed to AAFM and Mentz as a condition of the agreement. In Mr. King's resignation letter, he again specifically confesses that he does not own or have rights to the various AAFM and related programs and certifications. See Resignation Letter Exhibit B.

13. Following their service to AAFM and sometime in late 2011 or early 2012, King and Baring began using AAFM’s proprietary data, copyrights, technology and the business names: International Academy of Business and Financial Management (IABFM) sometime in late 2011 or early 2012 (Exhibit C), the International Academy of Financial Management (IAFM) (Exhibit D) and the International Academy of Project Management (IAPM) (Exhibit E) for the express purpose of unauthorized use of AAFM and Mentz's property and brands in the global market inside and outside of the US jurisdiction to solicit funds from pre-existing members and customers inside and outside of the United States.

14. During their contractual service to AAFM, King and Baring had access to all of AAFM’s intellectual property, including its member login system, member profiles, certification renewal system, account information, trade secrets, business data, customer and member lists.

15. After Mr. Kings resignation in writing and termination, King and Baring took and converted to their own use and benefit the intellectual property of AAFM and George Mentz, including but not limited to, their trade secrets, business methods, business data, customer lists, member lists, technology, brochures, copyrighted materials, trademarks, designs, web content, books, texts, presentations, seminar materials, curriculums, web sites and domain names.

16. King in concert with CEO Baring even went so far as to counterfeit AAFM and George Mentz's property and sell it to AAFM and/or Mentz's customers for financial benefit and cash.

17. King and Baring orchestrated a campaign of fraud in the USA and abroad to engage in identity theft, convert and intercept customer funds of the AAFM using sophisticated Phishing methods while using stolen websites and hacked email accounts to assault AAFM and Mentz's customers.

18. In a deliberate global campaign to destroy AAFM and Mentz's business and reputation, King and Baring have published false and defamatory emails, impersonated Mentz and AAFM with fictitious names, stolen the identity of AAFM and Mentz, and published false information about Mentz.

### **FIRST CLAIM FOR RELIEF**

(Breach of Contract)

AAFM and Mentz vs. King and Baring

19. Counterclaim Plaintiffs realledge and incorporate by reference the allegations of paragraphs 1-18 of the Counterclaims.

20. In consideration of the privileges and benefits of representing AAFM and Mentz, on or about March, 2007, King entered into a written agreement while in the United States with Mentz & AAFM and to indicate his acceptance of the terms and provisions contained in the written agreement, King signed all the pages of the agreement with Mentz & AAFM, a copy of which is attached hereto as Exhibit A ("Agreement").

21. Baring accepted the Agreement as being binding on him.

22. AAFM and Mentz have duly performed their part of the Agreement by allowing King and Baring to reap financial benefits of representing the AAFM Brand and it's certification training programs.

23. King and Baring have failed to perform the terms of the Agreement and have thus breached the Agreements by taking, stealing, converting and infringing AAFM's intellectual property, including internet web sites, trademarks, copyrighted materials and disclosing to others confidential and trade secret information of AAFM. Baring and King have further breached the terms of the Agreement by failing to pay the required contractual or retail fees and return to AAFM property belonging to AAFM, including among other things copyrighted manuals, instruction materials, web site access and domain names which King or CEO Baring had in their possession during their contractual service to Mentz and AAFM and thereafter.

24. To this day, King and Baring find distributors to illegally sell AAFM products and certification programs taken from AAFM and Mentz in breach of their written agreements. As an example, the present day Leoron.net brochures offer for sale virtually all of the AAFM's primary certifications as listed on the FINRA website of which in his resignation letter, King confesses that he does not own. (See Exhibit F) In the Tun.sg websites King and Baring made unauthorized use of and sold of AAFM and AAPM brochures and local trademarks including IAPM.

25. By reason of such breaches and as a direct and proximate cause thereof, AAFM has sustained damages in an amount to be proven at trial.

26. The Contract provides for attorney fees and costs if legal action is required by AAFM to enforce compliance with the Agreement.

## **SECOND CLAIM FOR RELIEF**

(Defamation)

AAFM and Mentz vs. King, Baring and IABFM

27. Counterclaim Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1-26 of the Counterclaims.

28. On or about August 16, 2011 Counterclaim Defendants maliciously prepared and published on the World Wide Web (internet), of and concerning Counterclaim Plaintiffs, the following writing:

The AAFM is a privately US registered company owned by an individual by the name of George Mentz. Mentz is an international fraudster who sells what he calls "certification" to anyone that is prepared to pay. He has a number of websites

that appear to have some credibility until you realize that the sole intention is to entice people to pay for his certificates.

It has been drawn to our attention that Mentz has been asking our members to send their membership renewals to the AAFM as the IAFM is part of the AAFM. Mentz is not, and has not at any time, been involved  
(See Exhibit G hereto)

29. The August 16, 2011 publication is defamatory and false and is libelous per se.

30. The defamatory matter, communicated as aforesaid, did, and was calculated to cause great injury and damage to Counterclaim Plaintiffs' reputation and business in that the publications were directed to and read by Counterclaim Plaintiffs' members, potential members, customers and government officials.

31. Counterclaim Defendants' published said defamatory matter knowing that it was false and with actual malice and with wrongful and willful intent to injure Counterclaim Plaintiffs.

32. As a result of said publication Counterclaim Plaintiffs' have sustained damages in an amount to be proven at trial.

33. Pursuant to C.R.S. §13-21-102(1)(a), Counterclaim Plaintiffs are entitled to exemplary damages.

### **THIRD CLAIM FOR RELIEF**

(Civil Theft)

AAFM and Mentz vs. King, Baring and IABFM

34. Counterclaim Plaintiffs re allege and incorporate by reference the allegations of paragraphs 1-33 of the Counterclaims.

35. During their relationship with Plaintiffs, Counterclaim Defendants obtained access over intellectual and personal property of AAFM and Mentz including business data, member accounts, networking accounts, organizational technology, trademarks, service marks, copyrighted material and domain names. Presently and during his relationship with AAFM and Mentz, King was web master of numerous internet web sites of AAFM that were registered, located or hosted in the USA or State of Arizona that were owned and operated by a United States company, GoDaddy.com. King

had access to passwords, the web site host, email accounts, files, service providers and domain name registrations and all other elements necessary to control the web sites, publications, member billing, and their content.

36. Following termination of their relationship with AAFM and Mentz, Counterclaim Defendants seized unauthorized control over said AAFM and AAPM property of Counterclaim Plaintiffs and wrongfully exercised that control by taking over and stealing web sites and domain names of AAFM, AAPM, and Mentz, including but not limited to [www.aafm.org](http://www.aafm.org), [www.aapmglobal.com](http://www.aapmglobal.com), [www.aafm.asia](http://www.aafm.asia) and [www.aapmapac.com](http://www.aapmapac.com) with the intent to permanently deprive AAFM and Mentz of the benefit of the property, in violation of C.R.S. §18-4-405. (See Exhibit H and I) Counterclaim Defendants misappropriated, stole, and converted professional designation names. (See Exhibit J)

37. As part of taking over and converting to their own use the web sites, contents of the web sites and domain names, Counterclaim Defendants changed names and addresses in the web sites so that members, customers, and existing or potential business partners of AAFM who contacted the sites, believing they were dealing with AAFM, were deceived into sending money representing fees and renewal fees, intended for AAFM, to IAFM/IABFM, King and Baring. Thus, Counterclaim Defendants knowingly, and with intent to do so, took, stole and permanently deprived Mentz and AAFM of substantial monies. See exhibits K and L demonstrating the theft of Counterclaim Defendants of the LinkedIn group sponsored by AAFM.

38. Through the controlled and altered web sites and with the aid of the stolen service marks, domain names, copyrighted manuals, business data and member information that was included in the content of the web sites, Counterclaim Defendants, through impersonation of AAFM, engaged in communications with members, customers, and potential customers of AAFM, that believed they were communicating with authorized agents of AAFM, so as to divert members and potential members and their payments to King, Baring, or IABFM, permanently depriving AAFM of the benefits, financial and otherwise, of the diverted members.

39. As a direct and proximate result of the conversion and theft of Counterclaim Plaintiffs' property, as aforesaid, they have suffered damages in an amount to be proven at trial.

40. Counterclaim Plaintiffs have demanded the return of the stolen property but Counterclaim Defendants have refused and continue to refuse to return the property.

41. Counterclaim Plaintiffs are entitled to triple damages and attorney fees and costs.

#### **FOURTH CLAIM FOR RELIEF**

(Intentional Interference with Contractual Relationships)

AAFM and Mentz vs. King, Baring and IABFM

42. Counterclaim Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1-41 of the Counterclaims.

43. Mentz and AAFM have a direct contractual relationship with Singapore AAFM offices and affiliated China Offices. The contract is between Mentz/AAFM and Mr. Carl Thong and Mr. "Meocre" Li Kwok Wing granting them the authority to be providers and distributors for Mentz, AAFM and related programs in Asia.

44. Baring and King knew of and were aware of the contracts between Mentz/AAFM and Mr. Carl Thong and Mr. "Meocre" Li Kwok Wing ("Li").

45. Mr. Thong and Mr. Li were both contacted and harassed by King and Baring about their relationship with AAFM and Mentz.

46. Thong and Li have both received communications and emails stating phony charges and reports that Mentz and AAFM have been reported to various US and Foreign authorities for fraud. In an attempt to extort favor from Li and Thong, Baring and King both sent emails stating that the Singapore and Hong Kong Police were alerted to the illegal activities of Mentz and AAFM. The statements by King and Baring and IAFM/IABFM are libelous *per se*.

47. King and Baring, in bad faith and with malice, knowingly engaged in a campaign of defamation, lies, assault and injury against Mentz and AAFM to interfere with and destroy the contractual relationship between Mentz/AAFM and Li and Thong, which did occur.

48. King and Baring, individually, and as agents for IAFM, which is now IABFM, employed illegal and wrongful means to interfere with AAFM's prospective and ongoing business relationships, including the making of false and fraudulent representations to current and prospective members and affiliates concerning AAFM, AAPM, its agents, and its goods and services.

49. With knowledge of the business relationships and contracts with AAFM and Mentz, King, Baring, IABFM, f/k/a IAFM, intentionally destroyed, in a similar manner, AAFM's previously existing, ongoing or potential business relationships with training companies and distributors including [www.IIRME.com](http://www.IIRME.com), [www.informa.com](http://www.informa.com), [www.IBC-asia.com](http://www.IBC-asia.com), [www.IQPC.com](http://www.IQPC.com), [www.IQPC.ae](http://www.IQPC.ae), [www.meirc.com](http://www.meirc.com).

50. Baring and King knowingly used the stolen websites and stolen business and intellectual property incident to the web sites including hacked email accounts to perpetuate their scheme to intentionally interfere with Mentz and AAFM's Business relationships with the parties mentioned in paragraphs 44 and 49 above.

51. IABFM. King and Baring's conduct, as aforesaid, has caused AAFM and Mentz irreparable injury and, unless enjoined, will continue to cause irreparable injury to AAFM and Mentz including, but not limited to, loss of goodwill, reputation, customer relationships, revenues and profits that are impossible to accurately and fully calculate, all for which AAFM and Mentz have no adequate remedy at law. The IABFM/IAFM, Baring and King's conduct, as set forth herein, was willful, wanton, and malicious and without due regard for the rights of AAFM and Mentz.

52. As a direct and proximate result of IABFM and King and Barings wrongful conduct, Mentz & AAFM have been damaged in an amount to be proven at trial.

53. Mentz and AAFM are entitled to recover punitive damages from King, Baring and IABFM.

#### **FIFTH CLAIM FOR RELIEF**

(Civil Conspiracy)

AAFM and Mentz vs. King, Baring and IABFM

54. Counterclaim Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1-53 of the Counterclaims.

55. King and Baring agreed, by words or conduct to accomplish the unlawful goals of stealing and converting the web sites, files, and email accounts, as set forth in paragraphs 36-38 above, and the trademarks, copyrighted materials, member and business data included in the stolen web sites.

56. King and Baring agreed, by words or conduct to accomplish the goals described in paragraph 55 above through the unlawful means of using their at one time permissive access to the web sites to steal and convert the web sites and their files, email accounts, and content to their own use.

57. Counterclaim Plaintiffs sustained damages and loses as a direct result of the civil conspiracy of King and Baring in an amount to be proven at trial.

### **SIXTH CLAIM FOR RELIEF**

(Copyright Infringement)

AAFM and Mentz vs. King, Baring and IABFM

58. Counterclaim Plaintiff re-alleges and incorporates by reference the allegations of paragraphs 1-57 of the Counterclaims.

59. This claim for relief arises under the United States Copyright Act, 17 U.S.C. §101 *et seq*, and this court has jurisdiction of the claim pursuant to U.S.C. Title 28, Section 1338(a).

60. Prior to 2009 Mentz, a United States citizen domiciled in the United States, created certain original works of authorship for which he claimed copyright.

61. Mentz complied in all respects with the requirements of the Copyright Act of 1976, as amended, and all other laws governing copyright, and secured the exclusive rights and privileges in and to the copyright in the works of authorship and received from the Register of Copyright certificates of registration dated and identified as follows and hereinafter, individually and collectively referred to as the "Works":

(a) TXu000995892, October 6, 2000 for web site, titled certified e-Commerce consultants;

(b) TX0005161322, April 27, 2000 for eleven page textual material titled The Gate: Business Plan for the global Association of Tech-Analysts and e-Consultants;

(c) TXu001602366, March 19, 2009 for 105 pages of print material titled American Academy of Financial Management AAFM Handbook and Web Content;

(d) TX0007404608, August 20, 2011 for electronic file e-services titled AAFM AAPM Professional Development Curriculums Programs Website Content Promotions and Press 1999-2011; and

(e) TX0007189623, February 6, 2010 for electronic file e-services titled AAPM AAFM IBS Web Content, Certifications, Materials, and Handbooks.

62. Presently and at all relevant times hereto the Works are or were available from the United States, located upon the stolen AAFM or AAPM related domains, or the files were served from the stolen AAFM or AAPM domains or the files and works were resident on the hard drives of computer servers located in the State of Arizona in the United States. Presently, many of the stolen domains are domiciled within the jurisdiction of the USA with the registrar GoDaddy.com.

63. Counterclaim Defendants have reproduced the Works in violation of 17 U.S.C. §106(1) by transferring or causing to be transferred the Works from one computer hard drive to another within the State of Arizona in the United States.

64. Counterclaim Defendants have infringed the copyrights in the Works by exporting the Works, via the internet, from the United States, without the authority of the copyright owner, in violation of 17 U.S.C. §602(a)(2).

65. The infringement of Mentz's copyrights by King and Baring was committed willfully and with full knowledge of the claims of copyright by Mentz.

66. Mentz is entitled to actual damages and profits pursuant to 17 U.S.C. §504(b) or at his election before final judgment, statutory damages as provided in U.S.C. §504(c).

67. Mentz is entitled to an award of punitive damages pursuant to 17 U.S.C. 504(c)(2).

### **SEVENTH CLAIM FOR RELIEF**

(Violation of Colorado Consumer Protection Act)  
AAFM and Mentz vs. King, Baring and IABFM

68. Counterclaim Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1-67 of the Counterclaims.

69. Following termination of their relationship with AAFM and Mentz in March, 2009 and for a period continuing to the present, Counterclaim Defendants seized and maintained control of web sites and domain names of AAFM, AAPM, and Mentz, including but not limited to [www.aafm.org](http://www.aafm.org), [www.aapmglobal.com](http://www.aapmglobal.com), [www.aafm.asia](http://www.aafm.asia) and [www.aapmapac.com](http://www.aapmapac.com).

70. In connection with the taking over, hacking and converting to their own use the web sites listed in paragraph 69 above, the contents of the web sites and the domain names, Counterclaim Defendants changed names and addresses in the web sites so that public members, customers, and existing or potential business partners of AAFM who contacted the sites, believing they were dealing with AAFM, were deceived into sending money, representing fees and renewal fees, intended for AAFM or AAPM, to IAFM/IABFM, King and Baring.

71. Through the controlled and altered web sites and with the aid of the stolen service marks, domain names, copyrighted manuals, business data and member information that was included in the content of the web sites, Counterclaim Defendants, through impersonation of AAFM, engaged in communications with members, customers, and potential customers of AAFM, that believed they were communicating with authorized agents of AAFM, so as to divert members and potential members and their payments to King, Baring, or IABFM.

72. The acts and transactions set forth above occurred in the course of Counterclaim Defendants' business.

73. The acts and transactions set forth above significantly impact the public as actual or potential customers of the Counterclaim Defendants' good and services.

74. The Counterclaim Defendants' acts and transactions set forth above constitute deceptive trade practices and violate the provisions of Colorado Revised Statutes 6-1-105(a), (b) and (c).

75. The conduct of Counterclaim Defendants was in bad faith.

76. As a direct and proximate result of the deceptive trade practices set forth above Counterclaim Plaintiffs have suffered injury and damages to a legally protected interest in an amount to be proven at trial.

77. Counterclaim Plaintiffs are entitled to triple damages, pursuant to C.R.S. 6-1-113(2)(a)(III) and attorney fees and costs pursuant to C.R.S. 6-1-113(2)(b).

WHEREFORE, Counterclaim Plaintiffs pray for the following relief:

Upon final trial hereof, Plaintiffs AAFM and Mentz, requests judgment against Defendants King, Baring and IABFM, jointly and severely, along with an assessment and award against King, Baring and IABFM of (i) actual damages, (ii) punitive and/or treble damages, (iii) pre-judgment and post-judgment interest as provided by law, (iv) attorneys' fees, costs and expenses, (v) court costs and other taxable expense allowed by law, (vi) the return of all Mentz's or AAFM's property, (vii) be required to deliver up to be impounded all copies of the copyrighted Works in their possession or under their control and to deliver up for destruction all infringing copies and all plates, digital records, copies and other means for making such infringing copies and (ix) injunctive relief as may be hereafter requested.

Mentz and AAFM also request all other relief, whether at law or in equity, to which it may show itself to be justly entitled.

Respectfully submitted this 15<sup>th</sup> day of February, 2013

HANES & BARTELS LLC

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 15<sup>th</sup> day of February, 2013, I electronically filed the foregoing **DEFENDANTS' AMENDED COUNTERCLAIMS** with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

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