

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DADE DIVISION**

**CASE NO. 9:16-cv-80808**

COMPULIFE SOFTWARE, INC.

Plaintiff,

v.

BINYOMIN RUTSTEIN a/k/a BEN  
RUTSTEIN, DAVID RUTSTEIN a/k/a  
DAVID GORDON a/k/a BOB GORDON a/k/a  
NATE GOLDEN and JOHN DOES 1 TO 10,

Defendants.

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**AMENDED COMPLAINT**  
(INJUNCTIVE RELIEF DEMANDED)

Plaintiff, COMPULIFE SOFTWARE, INC., a Delaware corporation, by and through its undersigned counsel, hereby brings this Amended Complaint against Defendants, BINYOMIN RUTSTEIN a/k/a BEN RUTSTEIN, DAVID RUTSTEIN a/k/a DAVID GORDON a/k/a BOB GORDON a/k/a NATE GOLDEN, and JOHN DOES 1 TO 10, for damages and injunctive relief, and in support thereof states as follows:

**JURISDICTION AND VENUE**

1. This is an action arising under the Copyright Act, 17 U.S.C. § 501; the Lanham Trademark Act, 15 U.S.C. § 1125(a); the Defend Trade Secrets Act of 2015, 18 U.S.C. § 1836(b); the Florida Statutes, and Florida common law.

2. This Court has subject matter jurisdiction over these claims pursuant to 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331, 1338(a), and 1367.

3. Defendants are subject to personal jurisdiction in Florida.

**SCHNEIDER ROTHMAN INTELLECTUAL PROPERTY LAW GROUP, PLLC**  
4651 NORTH FEDERAL HIGHWAY  
BOCA RATON, FL 33431

4. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c) and 1400(a) because the events giving rise to the claims occurred in this district, Defendants engaged in infringement in this district, Defendants reside in this district, and Defendants are subject to personal jurisdiction in this district.

#### **THE PLAINTIFF**

5. Plaintiff COMPULIFE SOFTWARE, INC. (“Compulife”) brings this action for violations of Compulife’s exclusive rights under the Copyright Act, 17 U.S.C. § 106, to copy, display, make available, use, distribute and make derivative works of Compulife’s original copyrighted software; pursuant to 15 U.S.C. § 1125(a) for unfair competition and false advertising; in violation 18 U.S.C. § 1836(b) and Chapter 688, Florida Statutes, for theft of trade secrets; for violation of the Florida Computer Abuse and Data Recovery Act, Section 668.803, Florida Statutes; for violation of Florida’s Deceptive and Unfair Trade Practices Act; and for unfair competition violation of the Florida common law.

6. Compulife is a Delaware corporation with its principal place of business in Harrodsburg, Kentucky.

7. Compulife is the creator of the Compulife Quotation System (“Compulife Software”), a life insurance comparison software program. Compulife is not in the business of selling life insurance. Compulife does not compete with insurance agents to sell life insurance. As a result, Compulife is able to provide its customers the most objective and unbiased term life insurance rate comparison software available in the marketplace. Compulife constantly updates its software. When a change takes place in the term life insurance market, affecting the companies and products which the Compulife Software quotes, Compulife responds very quickly to make the appropriate product and/or rate changes to its software. Those changes are posted to

websites such as [www.compulife.com](http://www.compulife.com) where Compulife's customers who subscribe to its software can automatically download the changes and update their software to the latest version.

Compulife has over 25 years of experience in the term life insurance software market.

8. Compulife Software is protected by copyright and is the property of Compulife.
9. Compulife Software is a highly valuable asset of Compulife.
10. Compulife has registered the Compulife Software with the Copyright Office and

has obtained the following registrations:

<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Title</b>	<b>Year Completed</b>
TX 8-106-360	05/29/15	2001 HTML Source Code	2001
TX 8-106-364	05/29/15	2010 HTML Source Code	2010
Txu 1-962-793	05/29/15	Main Source Code 2001	2001
Txu 1-962-792	05/29/15	Main Source Code 2010	2010

11. Compulife has invested substantial time, effort, and financial resources creating the Compulife Software and promoting Compulife Software in interstate commerce to life insurance agents and brokers.

12. The industry recognizes that Compulife provides high quality, accurate and comprehensive term life insurance rate comparison software, and insurance agents and brokers associate Compulife Software with Compulife.

13. The Compulife Software, and the compilation of information contained within the Compulife Software concerning the term life insurance market, term life products, and term life rates, is a compilation and program that

- a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

14. The Compulife Software is licensed to users pursuant to a license agreement. At all relevant times, the license agreement that accompanied the Compulife Software provided, among other things, that:

- i. the Compulife Software constitutes Compulife's valuable trade secrets and contains confidential and trade secret material;
- ii. the user will not duplicate the Compulife Software except for back-up purposes;
- iii. the user will not reverse compile or reverse engineer the Compulife Software;
- iv. that the user will not provide internet web quoting service to sub-users without Compulife's permission;
- v. that the Compulife Software displays life insurance quotations on the internet through a proprietary system of template files originally created by Compulife, and that the user will not permit sub-users to re-format a quotation on another computer;
- vi. that the Compulife Software includes names of variables and lists of variables which are proprietary to Compulife and subject to Compulife's copyright; and

vii. that the user's license for Compulife Software is not transferable without the written consent of Compulife.

### **THE DEFENDANTS**

15. Defendant BINYOMIN RUTSTEIN a/k/a BEN RUTSTEIN is an individual who resides in Palm Beach County, Florida.

16. Defendant is an individual who upon information and belief resides in Miami-Dade County, Florida

17. Defendants JOHN DOE 1-10 are individuals and entities located in this district whose identities are currently unknown and who have committed the acts alleged below.

### **FACTS**

18. BINYOMIN RUTSTEIN a/k/a BEN RUTSTEIN claims to be the President of the impressive sounding "National Association of Accredited Insurance Professionals" or "NAAIP." NAAIP has a website on the internet at [www.naaip.org](http://www.naaip.org).

19. NAAIP is not a charity, not-for-profit, or trade association. There are no members of the "National Association of Accredited Insurance Professionals." The NAAIP does not issue credentials or accreditation. NAAIP is not a real association or organization of any kind. Rather, NAAIP is a scam that provides sales leads to insurance agents and engages in the unlicensed sale of insurance using infringing software from Compulife without the permission or authority of Compulife.

20. DAVID RUTSTEIN founded NAAIP on the internet in 2010. Records maintained by Archive.org reflect that DAVID RUTSTEIN was doing business using the [www.naaip.org](http://www.naaip.org) website at that time.

21. The domain name [www.naaip.org](http://www.naaip.org) is privately registered by Domains By Proxy, LLC, which is the private registration business of domain name registrar GoDaddy, Inc. The [www.naaip.org](http://www.naaip.org) domain name is hosted on the same server as thirty-three (33) other websites. All the other websites hosted on the same server as [www.naaip.org](http://www.naaip.org) are affiliated with or created by DAVID RUTSTEIN.

22. At one time DAVID RUTSTEIN had insurance licenses in 40 different states. Beginning in 2010 insurance regulators began to terminate and/or stop renewing DAVID RUTSTEIN's insurance licenses because he was found to be selling and assisting in the distribution of FRAUDULENT health insurance policies to consumers. Evidence of that began appearing on the internet and the name "DAVID RUTSTEIN" became a liability.

23. By December 1, 2010, DAVID RUTSTEIN stopped referring to himself online at [www.naaip.org](http://www.naaip.org) by that name, and began to call himself "Bob Gordon," and then in 2012 he changed his name again, this time to "David Gordon."

24. DAVID RUTSTEIN cannot sell life insurance policies. DAVID RUTSTEIN was previously licensed by the Florida Department of Financial Services as an insurance agent. On April 19, 2012, in the *Matter of David Brian Rutstein*, Case No. 115256-11-AG, a Consent Order was entered revoking the license to sell insurance previously issued to DAVID RUTSTEIN, and DAVID RUTSTEIN was immediately and permanently removed and permanently barred from any and all direct or indirect participation in and/or affiliation with, any entity which is licensed or regulated under the Florida Insurance Code, and any individual or entity which is otherwise involved in the business or transaction of insurance.

25. According to [www.naaip.org](http://www.naaip.org), the business of NAAIP is creating "free" websites for life insurance agents. The key benefit offered by a "free" NAAIP website is access to

NAAIP's "Life Insurance Quote Engine." The "Life Insurance Quote Engine" allows internet visitors to a free NAAIP website to enter certain basic information about their age, insurance rating and type of policy, as well as name telephone number and email address, and the NAAIP "Life Insurance Quote Engine" will provide a list of quotes for term life insurance policies that are available. If the internet visitor purchases an insurance policy through the life insurance agent whose free NAAIP website was used to generate the insurance quotes, then NAAIP arranges for the placement of the insurance policy and receives a split of the commission on the sale of that insurance policy with the NAAIP agent.

26. JOHN DOES 1-10 are life insurance agents who have "free" NAAIP websites that provide access to NAAIP's "Life Insurance Quote Engine" that allows internet visitors to the JOHN DOES' websites to obtain quotes for term life insurance policies and then purchase an insurance policy through NAAIP with the commission on the sale of that insurance policy being split with the JOHN DOE whose website was used to quote the policy.

27. The "Life Insurance Quote Engine" on all NAAIP websites is an unauthorized copy of the Compulife Software that infringes on Compulife's copyrights in the Compulife Software.

28. The "Life Insurance Quote Engine" on all NAAIP websites contains Compulife's trade secrets in the Compulife Software.

29. BINYOMIN RUTSTEIN a/k/a BEN RUTSTEIN has never had permission or authority to copy, use, display, make available, distribute or make derivative works of the Compulife Software.

30. BINYOMIN RUTSTEIN a/k/a BEN RUTSTEIN has never had permission or authority to copy, use, display, make available, distribute or make derivative works of the Compulife Software.

31. DAVID RUTSTEIN a/k/a DAVID GORDON a/k/a BOB GORDON a/k/a NATE GOLDEN has never had permission or authority to copy, use, display, make available, distribute or make derivative works of the Compulife Software.

32. Only licensed insurance agents can sell life insurance policies. NAAIP, as a made-up entity, cannot sell life insurance policies.

33. Defendant BINYOMIN RUTSTEIN is currently appointed as an agent by approximately 19 different insurance companies.

34. All the insurance policies placed in conjunction with NAAIP using the infringing Compulife Software are sold under Defendant BINYOMIN RUTSTEIN's insurance license through the insurance companies for which Defendant BINYOMIN RUTSTEIN has been appointed as an agent.

35. Plaintiff has engaged the undersigned attorneys and has agreed to pay them a reasonable fee.

**COUNT I**  
**DIRECT COPYRIGHT INFRINGEMENT**

36. Plaintiff Compulife incorporates the allegations of Paragraphs 1 through 35 of this Amended Complaint as if fully set forth herein.

37. Compulife owns valid copyrights in the Compulife Software.

38. Compulife registered the Compulife Software with the Register of Copyrights pursuant to 17 U.S.C. § 411(a).



39. The Defendants copied, displayed, used, made available, distributed and made derivative works of the Compulife Software without Compulife's authorization in violation of 17 U.S.C. § 501.

40. Compulife has been damaged.

41. The harm caused to Compulife has been irreparable.

**COUNT II**  
**CONTRIBUTORY COPYRIGHT INFRINGEMENT**

42. Plaintiff Compulife incorporates the allegations of Paragraphs 1 through 35 of this Amended Complaint as if fully set forth herein.

43. Compulife owns valid copyrights in the Compulife Software.

44. Compulife registered the Compulife Software with the Register of Copyrights pursuant to 17 U.S.C. § 411(a).

45. John Does 1-10 copied, displayed, used, made available, distributed and made derivative works of the Compulife Software without Compulife's authorization in violation of 17 U.S.C. § 501.

46. Defendants BINYOMIN RUTSTEIN and DAVID RUTSTEIN solicited JOHN DOES 1-10 to directly infringe Compulife's exclusive rights in the Compulife Software.

47. Compulife has been damaged.

48. The harm caused to Compulife has been irreparable.

**COUNT III**  
**FEDERAL UNFAIR COMPETITION**

49. Plaintiff Compulife incorporates the allegations of Paragraphs 1 through 35 of this Amended Complaint as if fully set forth herein.

50. Defendants' activities complained of herein constitute unfair competition in violation of 15 U.S.C. § 1125(a) to the injury and detriment of Plaintiff.

51. As a direct and proximate result of Defendants' unfair competition, Compulife has suffered and will continue to suffer loss of income, profits and good will and Defendants will continue to unfairly acquire income, profits, and good will.

52. Compulife has been damaged.

53. The harm caused to Compulife has been irreparable.

**COUNT IV**  
**FEDERAL THEFT OF TRADE SECRETS**

54. Plaintiff Compulife incorporates the allegations of Paragraphs 1 through 35 of this Amended Complaint as if fully set forth herein.

55. The Compulife Software is a trade secret of Compulife.

56. Defendants have acquired the Compulife Software in interstate commerce by improper means without the permission or authority of Compulife in violation of 18 U.S.C. § 1836(b).

57. Compulife has been damaged.

58. The harm caused to Compulife has been irreparable.

**COUNT V**  
**FLORIDA THEFT OF TRADE SECRETS**

59. Plaintiff Compulife incorporates the allegations of Paragraphs 1 through 35 of this Amended Complaint as if fully set forth herein.

60. The Compulife Software is a trade secret of Compulife.

61. Defendants have acquired the Compulife Software by improper means without the permission or authority of Compulife in violation of Chapter 688, Florida Statutes.

62. Compulife has been damaged.

63. The harm caused to Compulife has been irreparable.

**COUNT VI**

**VIOLATION OF THE FLORIDA COMPUTER ABUSE AND DATA RECOVERY ACT**

64. Plaintiff Compulife incorporates the allegations of Paragraphs 1 through 35 of this Amended Complaint as if fully set forth herein.

65. The Compulife Software was stored on a protected computer accessible from the state of Florida.

66. The Defendants are not and have never been authorized users of the Compulife Software.

67. Defendants knowingly and with intent to cause harm or loss acquired the Compulife Software from a protected computer without authorization in violation of Section 668.803, Florida Statutes.

68. Compulife suffered harm or loss as a result.

69. The harm caused to Compulife has been irreparable.

**COUNT VII**

**UNFAIR COMPETITION - FLORIDA COMMON LAW**

70. Plaintiff Compulife incorporates the allegations of Paragraphs 1 through 35 of this Amended Complaint as if fully set forth herein.

71. Defendants' activities complained of herein constitute unfair methods of competition in violation of the common law of the State of Florida.

72. Compulife has been damaged.

73. The harm caused to Compulife has been irreparable.

**COUNT VIII**  
**FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**

74. Plaintiff Compulife incorporates the allegations of Paragraphs 1 through 35 of this Amended Complaint as if fully set forth herein.

75. Defendants' activities complained of herein constitute deceptive and unfair trade practices in violation of Section 501.204, Florida Statutes.

76. Compulife has been damaged.

77. The harm caused to Compulife has been irreparable.

**PRAYER FOR RELIEF**

**WHEREFORE**, the Plaintiff Compulife Software, Inc. prays for judgment against the Defendants:

A. For seizure of all property necessary to prevent the further propagation or dissemination of the Compulife Software, including but not limited to the computers, internet web servers, software, code, products, articles, items, and any other digital or printed materials of any kind containing the Compulife Software;

B. Defendants and their officers, agents, servants, employees, affiliated entities, and all of those in active concert with them, be preliminarily and permanently enjoined from committing the acts alleged herein in violation of 17 U.S.C. § 501, 15 U.S.C. § 1125(a), 18 U.S.C. § 1836(b), Florida Statutes Chapter 688 and Section 668.803;

C. Defendants and their officers, agents, servants, employees, affiliated entities, and all of those in active concert with them, be preliminarily and permanently enjoined from infringing the Compulife Software, including from:

i. copying, duplicating, distributing, making available, using, displaying or making derivative works of the Compulife Software;

- ii. engaging in any activity constituting unfair competition with Compulife or with Compulife's rights in, or to use, or to exploit, the Compulife Software;
- iii. assisting, aiding or abetting another person or business entity in engaging or performing any of the activities enumerated in sub-paragraphs (i)-(iii) above;

D. Defendants and all of their principals, servants, officers, directors, partners, agents, representatives, shareholders, employees, affiliates, successors, assignees and all others acting in privity, concert or participation with Defendants, who receive actual notice of said order, be required to deliver up all software, code, products, articles, items, and any other digital or printed materials of any kind containing the Compulife Software;

E. Direct Defendants to account for all customers and/or members of NAAIP that are using the Compulife Software, and to account for all monies earned by Defendants from the use of the Compulife Software;

F. Award Compulife actual damages in an amount to be proved at trial and/or as otherwise provided by law;

G. Order an accounting by Defendants of any profits derived in any way from Defendants' wrongful acts;

H. Enter judgment for Compulife and against Defendants:

- i. for the actual damages suffered by Compulife as a result of the copyright infringement, unfair competition, trade secrets theft, and deceptive practices complained of herein; and
- ii. for the disgorgement of any profits of Defendants that are attributable to Defendants' infringement, unfair competition or trade secrets theft not taken into account by an award of actual damages, including in particular but without

limitation, the value of all gains, profits, advantages, benefits and consideration derived by Defendants since the beginning of their infringement from the sales of their products and services;

I. Preliminarily and permanently enjoin Defendants and their officers, agents and employees and all persons acting in concert with them, during the pendency of this action and permanently thereafter, from infringing the Compulife Software;

J. Award Compulife prejudgment interest;

K. Award Compulife its reasonable attorney fees and costs of suit incurred herein pursuant to the applicable statutes; and

L. Plaintiff be awarded such other and further relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury of all issues so triable.

DATED: May 26, 2016

Respectfully submitted,

*/s/ Joel B. Rothman*

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