

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
LAFAYETTE DIVISION



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LAFAYETTE VENETIAN BLIND, INC.	)	
	)	
Plaintiff,	)	Case No.
	)	
vs.	)	
	)	
BLINDS TO GO (U.S.), INC.	)	
	)	
Defendant.	)	
	)	
	)	

**COMPLAINT**

Comes now Plaintiff, Lafayette Venetian Blind, Inc., by counsel, and files this Complaint against the Defendant Blinds to Go (U.S.), Inc. (“Defendant”), and alleges and says:

**Introduction**

1. Plaintiff Lafayette Venetian Blind, Inc. (“LVB”) brings this lawsuit to protect the substantial goodwill that LVB has developed in its distinctive “Allure” trademark. LVB’s federally registered Allure trademark has gained a reputation as being a source of high-quality window treatments and blinds.

2. The goodwill and reputation for quality that LVB has cultivated is threatened by Defendant’s actions. Defendant has used and continues to use the term “Allure” as a trademark to sell competing goods to many of the same consumers served by LVB. Unless Defendant is enjoined from using the term “Allure,” such use will continue to cause consumer confusion and will cause irreparable harm to LVB.

3. In this action, LVB seeks declaratory relief, injunctive relief, damages, and other appropriate relief arising from Defendant's willful acts of trademark infringement and unfair competition.

#### Jurisdiction and Venue

4. This is a civil action for trademark infringement and false designation of origin, arising under the trademark laws of the United States, 15 U.S.C.A. § 1051-1127 (West), and for corresponding common law claims and remedies arising under Indiana law.

5. This Court has subject matter jurisdiction over these claims pursuant to 28 U.S.C.A. § 1331, 1332(a), and 1338(a) and (b) (West) because this action involves substantial claims arising under federal trademark law.

6. This Court has supplemental jurisdiction over LVB's state law claims under 28 U.S.C.A. § 1367 (West).

7. This Court has personal jurisdiction over Defendant. Defendant has advertised its goods under the infringing mark in Indiana and has transacted business by offering to sell its goods within Indiana under the infringing mark. Defendant has engaged in substantial activity within Indiana and this judicial district, having purposefully availed itself of the privilege of conducting activities in Indiana. Defendant has caused injury to LVB within Indiana and within this judicial district.

8. This venue is proper in this judicial district pursuant to 28 U.S.C.A. § 1391 (West) as Defendant sells its products in this district and a substantial part of the events giving rise to LVB's claims occurred and are continuing to occur in this district.

#### Parties

9. Plaintiff LVB is an Indiana for-profit corporation with its principal place of

business in West Lafayette, Indiana. LVB conducts business under the business name “Lafayette Interior Fashions”.

10. Defendant Blinds to Go (U.S.) Inc. is a corporation organized and existing under the laws of the State of Delaware and maintains its principal place of business in Paramus, New Jersey.

Allegations Relevant to All Counts

11. LVB is engaged in the business of designing, manufacturing and selling window treatments, blinds, and shades.

12. LVB produces products under the trademark “Allure” and owns and enjoys common law rights in and throughout the United States in the trademark “Allure”.

13. LVB sells its Allure-branded products throughout the United States and uses its Allure mark to identify LVB as well as products sold by LVB in interstate commerce.

14. LVB also has a federal trademark registration for the word “Allure” (Registration No. 3537759) in International Class 20 for “window blinds, window shades, and venetian blinds.” A true and accurate copy of the registration certificate for this trademark is attached hereto as “**Exhibit A.**”

15. The Allure mark has acquired goodwill and distinctiveness such that persons seeking window treatments, blinds, and shades associate the Allure mark with LVB.

16. Defendant promotes and sells a certain brand of window treatments under the name “Allure.”

17. “**Exhibit B**” contains printouts of Internet web pages of Defendant’s website, showing the use by Defendant of the terms “Allure”, “Allure Privacy Sheers”, and “Allure Vertical Sheers” (together, the “Infringing Marks”).

18. **“Exhibit C”** contains images of a product catalog which Defendant sent into the State of Indiana. This product catalog also features the Infringing Marks.

19. Defendant’s use of the Infringing Marks on its products is likely to cause consumer confusion with LVB’s products because the Infringing Marks are identical or nearly identical to LVB’s Allure mark in sound, appearance, and meaning.

20. Defendant’s deployment of the Infringing Marks is highly misleading and persons who have purchased Defendant’s Allure-branded products have been deceived.

21. LVB has made demands on the Defendant to cease and desist from Defendant’s use of the Infringing Marks. The Defendant has failed to do so.

**Count I – Declaratory Relief**

22. LVB hereby incorporates the above paragraphs by reference.

23. This is an action for declaratory judgment pursuant to 28 U.S.C.A. § 2201 (West) and Fed. R. Civ. P. 57.

24. Through its conduct, Defendant claims the right to use the term “Allure” in connection with the sale of window treatments, blinds and shades. LVB vigorously disputes this contention. There thus exists an actual controversy between LVB and Defendant, within the jurisdiction of this Court, involving the rights, duties, and obligations of the parties, which controversy may be determined by a judgment of this Court, without other suits.

25. LVB requests that the Court issue declaratory relief in favor of LVB and against the Defendant as follows:

- a. LVB owns and enjoys rights in Indiana and throughout the United States in and to the term “Allure” for manufacturing, designing, and selling window treatments, blinds, shades, and related products and services.

- b. LVB's rights are superior to any rights which Defendant may claim in and to the use of the term "Allure".

**Count II – Lanham Act – Trademark Infringement (15 U.S.C.A. § 1114 (West))**

26. LVB hereby incorporates the above paragraphs by reference.
27. Upon information and belief, Defendant's use of the Infringing Marks has been willful and deliberate, designed specifically to trade upon the valuable goodwill associated with LVB's Allure mark.

28. LVB's goodwill in the Allure mark is extremely valuable, and LVB will suffer irreparable harm should infringement be allowed to continue to the detriment of LVB's trade reputation and goodwill. Defendant's infringement will continue unless enjoined by this Court. If not enjoined, Defendant's infringement is likely to cause confusion as to the source of Defendant's goods and services, and detriment to LVB's trade reputation and goodwill, and the public will likely associate the goods and services with, and as originating with, LVB, all to the detriment of LVB.

29. LVB has given notice that the Allure mark is registered in the U.S. Patent and Trademark Office by displaying the Allure mark with a symbol consisting of the letter "R" enclosed within a circle (®) and by giving Defendant actual notice of LVB's registration.

30. Notwithstanding LVB's established rights in the Allure mark, Defendant adopted and used the confusingly similar Infringing Marks in interstate commerce in connection with the sale and offering for sale of window treatments, blinds, shades, and related products.

31. On information and belief, Defendant has advertised and offered its goods for sale using the Infringing Marks with the intention of misleading, deceiving, or confusing consumers

as to the origin of its goods and of trading on LVB's reputation and goodwill. Defendant's use of the Infringing Marks constitutes willful, deliberate, and intentional trademark infringement.

32. Without LVB's consent, Defendant has used and continues to use the Infringing Marks in connection with the sale, offering for sale, distribution, and advertising of its goods.

33. Defendant has constructive notice and actual notice to cease and desist from Defendant's acts of trademark infringement and has actual notice of LVB's Allure trademark registration. See "**Exhibit D**".

34. Nonetheless, Defendant has continued to engage in its infringing activity in interstate commerce despite having constructive and actual notice of LVB's federal registration rights.

35. Defendant's actions are likely to mislead the public into concluding that its goods originate with or are authorized by LVB, which will damage both LVB and the public. LVB has no control over the quality of goods sold by Defendant and because of the source confusion caused by Defendant, LVB has lost control over its valuable goodwill.

36. As a direct and proximate result of Defendant's trademark infringement, LVB has suffered and will continue to suffer irreparable loss of income, profits, and goodwill; and Defendant has suffered and will continue to unfairly acquire income, profits, and goodwill.

37. Defendant's acts of infringement will cause further irreparable injury to LVB if Defendant is not restrained by this Court from further violation of LVB's rights. LVB has no adequate remedy at law.

**Count III – Lanham Act –  
Unfair Competition and False Designation of Origin (15 U.S.C.A. § 1125(a) (West))**

38. LVB hereby incorporates the above paragraphs by reference.

39. LVB alleges federal unfair competition under 15 U.S.C.A. § 1125(a).

40. Defendant has used false or misleading descriptions of fact, or false or misleading representations of fact, in interstate commerce regarding use of the term “Allure” which is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association with LVB.

41. The actions of Defendant as alleged herein constitute intentional, willful, knowing, and deliberate unfair competition.

42. LVB has been damaged by Defendant’s acts. Any failure or defect attributable to Defendant will reflect adversely on LVB as the believed source of origin, hampering LVB’s efforts to continue to protect its outstanding reputation for high-quality window treatments, blinds, and shades.

43. As a direct and proximate result of Defendant’s unfair competition, LVB has suffered and will continue to suffer irreparable loss of income, profits, and goodwill; and Defendant has and will continue to unfairly acquire income, profits, and goodwill.

44. Defendant’s acts of unfair competition will cause further irreparable injury to LVB if Defendant is not restrained by this Court from further violation of LVB’s rights. LVB has no adequate remedy at law.

**Count IV – Common Law Trademark Infringement**

45. LVB hereby incorporates the above paragraphs by reference.

46. Defendant’s use of the Infringing marks infringed LVB’s common law trademark rights in the Allure mark.

47. Defendant’s infringement is without permission or authority and is likely to cause confusion, to cause mistake, and to deceive as to the affiliation, connection, or association of Defendant’s products and services with LVB.

48. Defendant's above-alleged acts have been committed with the intent to cause confusion and to deceive consumers.

49. Defendant is trading on the valuable goodwill associated with LVB's usage of the Allure mark.

50. LVB's goodwill in the Allure mark is extremely valuable, and LVB will suffer irreparable harm should infringement be allowed to continue to the detriment of its trade reputation and goodwill.

51. As a direct and proximate result of Defendant's infringement, LVB has suffered and will continue to suffer irreparable loss of income, profits, and goodwill; and Defendant has and will continue to unfairly acquire income, profits, and goodwill.

52. Defendant's infringement will continue unless enjoined by this Court. Defendant's acts of infringement will cause further irreparable injury to LVB if Defendant is not restrained by this Court from further violation of LVB's rights. LVB has no adequate remedy at law.

**Count V – Common Law Passing Off/Unfair Competition**

53. LVB hereby incorporates the above paragraphs by reference.

54. Defendant has intentionally misrepresented that its products and services are sponsored by, affiliated with, approved by, and/or otherwise connected with LVB.

55. Defendant's acts have been and presently are committed with the intent to pass off its services as the services of LVB, and with the intent to deceive and defraud the public.

56. The conduct of Defendant has had the natural and probable tendency to deceive so as to pass off Defendant's goods and services as and for those of LVB.

57. Public deception is the natural and probable consequence of Defendant's actions.



58. As a direct and proximate result of Defendant's actions, LVB has suffered and will continue to suffer irreparable loss of income, profits, and goodwill; and Defendant has and will continue to unfairly acquire income, profits, and goodwill.

59. Defendant's actions will continue unless enjoined by this Court. Defendant's acts of unfair competition will cause further irreparable injury to LVB if Defendant is not restrained by this Court from further violation of LVB's rights. LVB has no adequate remedy at law.

WHEREFORE, Plaintiff, Lafayette Venetian Blind, Inc. prays for entry of a judgment in favor of Plaintiff and against Defendant:

- A. Declaring that:
  - i. LVB owns and enjoys common law rights in and throughout the United States in and to the term "Allure" for branding on window treatments, blinds, shades, and other related products, and
  - ii. LVB's rights in the Allure mark are superior to any rights which Defendant may claim in and to the use of the term "Allure";
- B. Entering a judgment that LVB's registered Allure trademark has been and continues to be infringed by Defendant in violation of 15 U.S.C.A. § 1114(1);
- C. Entering a judgment that Defendant's use of the term "Allure" constitutes federal unfair competition in violation of 15 U.S.C.A. § 1125(a);
- D. Entering a judgment that Defendant's use of the term "Allure" constitutes common law trademark infringement and common law unfair competition under Indiana law;
- E. Permanently enjoining and restraining the Defendant and each of its agents, representatives, employees, officers, attorneys, successors, assigns, affiliates, and any persons in privity or active concert or participation with any of them from using the term

- “Allure” alone or in combination with other words or symbols, as a trademark or trade name component or otherwise, to market, advertise, distribute or identify Defendant’s products where that designation would create a likelihood of confusion, mistake, or deception with LVB’s Allure trademark;
- F. Mandating that Defendant delete all software and electronic forms and packaging, labels, sales material, press releases, promotional material, advertising material, and stationery which employ the term “Allure” in any substantial part;
- G. Mandating that Defendant deliver up to LVB to be held for destruction at the conclusion of this action any and all hard copies of packaging, labels, sales material, press releases, promotional material, advertising material, stationery, plates, and other materials that employ the term Allure in any substantial part;
- H. Pursuant to 15 U.S.C.A. § 1116(a) (West), directing Defendant to file with the Court and serve on LVB within thirty (30) days after issuance of an injunction, a report in writing and under oath setting forth in detail the manner and form in which Defendant has complied with the injunction;
- I. Pursuant to 15 U.S.C.A. § 1118 (West), requiring that Defendant and all others acting under Defendant’s authority, at its cost, be required to deliver up and destroy all devices, literature, advertising, labels, and other material in its possession bearing the infringing designation;
- J. Awarding LVB all damages it sustained as the result of Defendant’s acts of infringement and unfair competition, said amount to be trebled, together with prejudgment interest, pursuant to 15 U.S.C.A. § 1117 (West);
- K. Awarding LVB all profits received by Defendant from sales and revenues of any kind

made as a result of its willful and intentional infringing actions, said amount to be trebled, after an accounting, pursuant to 15 U.S.C.A. § 1117;

- L. Awarding LVB its reasonable attorneys' fees and costs pursuant to 15 U.S.C.A. § 1117; and
- M. Granting LVB such other and further relief as the Court may deem just.

JURY DEMAND

Plaintiff requests trial by jury on all issues so triable.

Respectfully Submitted,

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