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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

<b>EYE 4 GROUP, LLC,</b>	)	
<b>An Indiana Limited Liability Company,</b>	)	<b>JURY TRIAL DEMANDED</b>
	)	
<b>Plaintiff,</b>	)	
	)	<b>Case No. 1:16-cv-1864</b>
<b>v.</b>	)	
	)	
<b>INDIANAPOLIS SIGNWORKS, INC.</b>	)	<b>COMPLAINT AND JURY</b>
<b>An Indiana Corporation,</b>	)	<b>DEMAND</b>
<b>ANDREW CHAPMAN,</b>	)	
<b>An individual,</b>	)	
	)	
<b>Defendants.</b>	)	

**COMPLAINT AND JURY DEMAND**

Plaintiff, EYE 4 GROUP, LLC (“E4G”) for its Complaint against Defendants, INDIANAPOLIS SIGNWORKS, INC. (“ISW”) and ANDREW CHAPMAN (“Chapman”), alleges as follows:

**NATURE OF THE ACTION**

1. This is an action seeking injunctive relief and monetary relief for direct and contributory trademark infringement, false designation of origin, and unfair competition arising under the Lanham Act, 15 U.S.C. § 1051 *et seq.*, for dilution under the Federal Trademark Dilution Act, 15 U.S.C. § 1125(c), violations of the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d), and the statutes and common law of the State of Indiana. As set forth below, through their use of the internet domain name “eyefourgroup.com,” Defendants have willfully infringed Plaintiff’s trademarks and have acted as cybersquatters by intending to profit from the goodwill associated with the mark and by engaging in unfair competition with Plaintiff. These activities will continue unless enjoined by this Court.

**THE PARTIES**

2. Plaintiff, Eye 4 Group, LLC is an Indiana limited liability company with its principal place of business at 13095 Parkside Drive, Fishers, Indiana

3. Defendant, Indianapolis Signworks, Inc. is an Indiana corporation with its principal place of business at 5349 West 86<sup>th</sup> Street, Indianapolis, Indiana.

4. Defendant, Andrew Chapman, is an individual and Indiana resident, residing on information and belief in Carmel, Hamilton County, Indiana.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) and 15 U.S.C. § 1121(a) because E4G's claims arise under the Lanham Act.

6. This Court has supplemental jurisdiction over E4G's Indiana state law and common law claims pursuant to 28 U.S.C. §§ 1338(b) and 1367(a) because those claims are joined with substantial and related claims under the Lanham Act, and are so related to the claims under the Lanham Act that they form part of the same case or controversy under Article III of the United States Constitution.

7. This Court has personal jurisdiction over Defendants because Defendants reside, transact business, and because Defendants have committed acts of trademark infringement, false designation of origin, passing off, or unfair competition within the State of Indiana.

8. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(1) and 1391(c)(2) because Defendant is subject to personal jurisdiction in this District.

### **ALLEGATIONS RELEVANT TO ALL COUNTS**

#### **A. E4G and its "EYE 4 GROUP" Mark.**

9. E4G is a locally owned and operated business for Graphic design, sign manufacturing, metal fabrication, promotional material and apparel.

10. E4G has expended great sums of money and substantial effort in establishing its business and its EYE 4 GROUP Mark since the business's inception. Through continuous and extensive use and promotion of the EYE 4 GROUP Mark, the EYE 4 GROUP Mark has amassed substantial and valuable goodwill and consumer recognition, and consumers have come to closely associate the distinctive and valuable EYE 4 GROUP Mark with E4G and its goods and services.

11. E4G owns and operates the web site [www.eyeg4group.com](http://www.eyeg4group.com) in connection with its business, and has done so since January 6, 2014.

12. E4G has a federally registered trademark EYE 4 GROUP (Reg. No. 4,694,655) for metal holders for signs; non-luminous and non-mechanical metal signs; Non-luminous and non-mechanical signs for roads of metal; Non-luminous and non-mechanical traffic signs of metal; Road signs of metal; Specially designed metal alloy discs, pendants and stickers for reduction of electromagnetic radiation from wired and wireless devices; Tools, components and supplies for use in making signs, namely, metal substrates, panels, sign blanks and wire; Adhesive-backed letters and numbers for use in making signs; Advertising signs of cardboard; Advertising signs of paper; Paper for use in making signs; Paper letters and numbers for use in making signs; Printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of marketing; Printed paper signs; Printed paper signs, namely, table tents; Vinyl letters and numbers for use in making signs; Acrylic and polycarbonate sheets for use in the manufacture of signs; Non-metal laminates, non-metal films and flexible vinyl sheets for use in making signs; Plastic and foam sign blanks; Plastic sheets for use in the manufacture of displays, signs and packaging; Plastic, foam and corrugated PVC fluted substrates for use in the manufacture of signs; Acrylic and polycarbonate reels for use in

the manufacture of signs; Hand-operated, non-metal retractable reels for hanging signs, pictures and mobiles; Inflatable plastic signs; Nonmetal holders for signs; Wood substrates for use in making signs; Wood substrates, namely, composite panels, particleboard and fiberboard for use in manufacturing of signs.

13. A copy of the Certificate of Registration for E4G's federally registered trademark is attached hereto as **Exhibit A**.

14. E4G further has filed an application for registration of a second trademark for "EYE 4" ("Second Mark") on April 28, 2016, Serial No. 87/018,205 which is currently pending with the United States Patent and Trademark Office, a copy of which is attached hereto as **Exhibit B**.

15. Under federal law, E4G's nationwide priority in the EYE 4 GROUP Mark and the Second Mark dates back to January 1, 2014.

16. The EYE 4 GROUP Mark and the Second Mark are arbitrary and fanciful.

17. E4G has generated significant goodwill and secondary meaning in the EYE 4 GROUP Mark and the Second Mark.

18. Consumers hold the EYE 4 GROUP Mark and the Second Mark in high regard and rely on the reputation of E4G, as embodied in the EYE 4 GROUP Mark and the Second Mark, when purchasing products and services offered in association with that mark.

19. E4G has not authorized Defendants to use the EYE 4 GROUP Mark or the Second Mark in any manner whatsoever.

**B. Defendants' Wrongful Conduct**

20. Defendant is in the business of sign making and associated tools and products and is a direct competitor of E4G in the Indianapolis area.

21. The owners of E4G are Mr. James “JR” Knight (“Knight”) and Mr. Kyle Leis (“Leis”). Knight and Leis formed E4G on or about October 10, 2013.

22. Defendant Chapman is the owner and president of Defendant ISW.

23. Subsequent to Knight and Leis forming the E4G business, Chapman, in his capacity as owner of ISW, approached Knight, a long-time acquaintance, to discuss possibilities to profit in the local sign business with ISW.

24. ISW held a meeting on or about December 31, 2013 with Knight in which Chapman offered the opportunity for Knight to explore joint business opportunities with ISW.

25. During this meeting, Knight declined the offer to discuss working with Chapman or ISW and disclosed his ownership of E4G, a competing business.

26. Since the inception of E4G and at all times relevant hereto, E4G and ISW have been direct competitors, often attending the same trade shows and events to compete for business.

27. E4G and ISW both belong to the Indiana State Apartment Association (“ISAA”) which is a major source of E4G’s revenue.

28. Defendants and E4G frequently compete for large projects within the ISAA as well as projects from other businesses within central Indiana, and E4G has increasingly been awarded business contracts over ISW since its inception.

29. Defendant Chapman registered the domain “www.eyefourgroupp.com” (the “Site”) in his name on or about October 1, 2015. See **Exhibit C** “ICANN Domain Registration.”

30. The Site directs all traffic directly to Defendant ISW’s website. See **Exhibit D** “ISW Homepage Site.”

31. Defendants' use of the Site in connection with its business is likely to cause confusion, mistake, or deception in the market as to the source or origin of Defendant ISW's goods, and to falsely suggest that Defendant ISW and its goods are sponsored by, connected to, or associated with E4G.

32. Plaintiff has no control over the quality or value of the products Defendants market, promote, distribute, offer for sale, or sell. The invaluable goodwill of Plaintiff is being wrongfully coopted by Defendants.

33. Defendants' actions as aforementioned are intentional, willful, and in bad faith, and were committed with full knowledge of E4G's prior ownership of the EYE 4 GROUP Mark and the Second Mark, Plaintiff's exclusive right to use the Mark and the Second Mark, and Plaintiff's trade name and use of its trademark and name on its company website.

34. Defendants have acted and continue to act intentionally, willfully, and in bad faith with the intent to capitalize upon E4G's goodwill and intellectual property rights and to wrongfully occupy an infringing website address.

35. Defendants' use of the infringing "EYEFORGROUP.COM" website to identify and direct consumers to the ISW website has significantly injured E4G's interests and will continue to do so unless immediately enjoined. Specifically, Defendants (a) have traded upon and threaten to trade upon the significant and valuable goodwill established by E4G; (b) have, are, and will continue to cause confusion among the public as to the source of and affiliation with E4G's products and services; and (c) have damaged and threatens to further damage the significant and valuable goodwill established by E4G.

36. E4G has no adequate remedy at law.

**COUNT I  
FEDERAL TRADEMARK INFRINGEMENT**

37. E4G repeats the allegations of Paragraphs 1 through 36 of this Complaint.

Defendants' aforementioned use in commerce of "EYEFOURGROUP.COM" has caused, is causing, and will continue to cause consumer confusion as to the source, identity, and origin of the goods and services in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114. Such use is unauthorized.

38. As a direct and proximate cause of Defendants' actions, E4G has suffered and will continue to suffer great damage to its business, goodwill, reputation, profits and the strength of its trademarks. The injury to E4G is and continues to be ongoing and irreparable. An award of monetary damages alone cannot fully compensate E4G for its injuries.

39. The foregoing acts of infringement have been and continue to be deliberate, willful and wanton, making this an exceptional case within the meaning of 15 U.S.C. § 1117.

**COUNT II**  
**FEDERAL UNFAIR COMPETITION / FALSE DESIGNATION OF ORIGIN**

40. E4G repeats the allegations of Paragraphs 1 through 36 of this Complaint.

41. Defendants own, maintain, and use the site "EYEFOURGROUP.COM" to direct consumers to Defendant ISW's website where Defendant ISW sells and advertises its products and services in the same class of goods and services as Plaintiff.

42. The activities of Defendants constitute the use of words, terms, and names and combinations thereof that have previously, are currently, and will continue to cause confusion or to cause mistake or to deceive as to the affiliation, connection, or association of Defendant ISW with E4G, or as to the origin, sponsorship, or approval of ISW's goods, services, or commercial activities by E4G.

43. Defendants had actual knowledge of E4G's ownership of the registered EYE4GROUP Mark and the Second Mark, and Defendants committed the foregoing acts with full knowledge that they were infringing upon E4G's rights.

44. Defendants' activities as set forth above constitute violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

45. As a proximate result of Defendants' actions, E4G has suffered and will continue to suffer great damage to its business, goodwill, reputation, profits, and the strength of its trademarks. The injury to E4G is and continues to be ongoing and irreparable. An award of monetary damages alone cannot fully compensate E4G for its injuries.

46. The foregoing acts of infringement have been and continue to be deliberate, willful, and wanton, making this an exceptional case within the meaning of 15 U.S.C. § 1117.

**COUNT III  
COMMON LAW TRADEMARK INFRINGEMENT**

47. E4G repeats the allegations of Paragraphs 1 through 36 of this Complaint.

48. The acts of the Defendants constitute trademark infringement in violation of Indiana common law.

49. The acts of the Defendants have caused and are continuing to cause great and irreparable harm to E4G and, unless permanently enjoined by this Court, such irreparable harm will continue.

**COUNT IV  
COMMON LAW UNFAIR COMPETITION**

50. E4G repeats the allegations of Paragraphs 1 through 36 of this Complaint.

51. The acts of the Defendants constitute unfair competition in violation of Indiana common law.



52. The acts of the Defendants have caused and are continuing to cause great and irreparable harm to E4G and, unless permanently enjoined by this Court, such irreparable harm will continue.

**COUNT V  
FEDERAL TRADEMARK DILUTION**

53. E4G repeats the allegations of Paragraphs 1 through 36 of this Complaint.

54. As a result of E4G's long, wide-spread and continuous use and promotion of the EYE4GROUP Mark and the Second Mark, and the subsequent recognition of the EYE4GROUP Mark and the Second Mark by the trade and consumers, the EYE4GROUP Mark and the Second Mark are distinctive and famous under 15 U.S.C. § 1125(c).

55. Defendants' use of the EYEFORGROUP.COM Site occurred after E4G's trademark. The use of the EYEFORGROUP.COM site by Defendants is likely to cause and will cause the dilution of the distinctive quality of Plaintiff's EYE4GROUP Mark and Second Mark.

56. Defendants' use of the EYEFORGROUP.COM site has caused and is likely to cause dilution by blurring. Defendants willfully intended to trade on the recognition of Plaintiff's EYE4GROUP Mark in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

57. Defendants actions have caused and are continuing to cause great and irreparable harm to E4G and, unless permanently enjoined by this Court, such irreparable harm will continue.

58. E4G is also seeking monetary damages in an amount not yet determined.

**COUNT VI  
CONTRIBUTORY TRADEMARK INFRINGEMENT**

59. E4G repeats and realleges paragraphs 1 through 36 of this Complaint.

60. Defendant Chapman intentionally induced Defendant ISW to infringe on Plaintiff's EYE4GROUP Mark and the Second Mark by registering the "EYEFOURGROUP.COM" site and redirecting all traffic from that site to Defendant ISW's website.

61. Defendant Chapman intentionally induced Defendant ISW to infringe Plaintiff's EYE4GROUP Mark and the Second Mark by approving the redirection of internet traffic from the "EYEFOURGROUP.COM" site to Defendant ISW's site in his capacity as owner of Defendant ISW.

62. Defendant Chapman knew or had reason to know that ISW's use of the "EYEFOURGROUP.COM" site would infringe on Plaintiff's EYE4GROUP Mark and the Second Mark.

63. Defendant Chapman continues to maintain the Site and allow traffic from the Site to be redirected to Defendant ISW's website, in which Defendant Chapman has a financial interest.

64. Defendants' conduct thus constitutes contributory infringement and contributory false designation of origin under the Lanham Act.

65. Defendants' conduct is and has been willful, intentional and purposeful, in disregard of E4G's rights.

66. As a direct and proximate result of Defendants' actions described herein, E4G has suffered, and will continue to suffer, irreparable injury to its business, reputation and goodwill, unless and until the Court preliminarily and permanently enjoins Defendants' actions. E4G has no adequate remedy at law.

67. As a direct and proximate result of Defendants' actions described herein, E4G is entitled a monetary recovery under 15 U.S.C. § 1117 in an amount to be proven at trial.

**COUNT VII**  
**DECEPTION - Indiana Code § 35-43-5-3(a)(6)**

68. Plaintiff repeats and realleges paragraphs 1 through 36 of this Complaint.

69. By engaging in knowing, deliberate, intentional, willful, and malicious actions described above, Defendants have disseminated to the public information that Defendants know is false, misleading or deceptive, with the intent to promote Defendants' business and/or commercial interests.

70. Defendants have therefore committed deception under Indiana Code Section 35-43-5-3(a)(6).

71. As a direct and proximate result of Defendants' actions described herein, E4G has suffered, and will continue to suffer, irreparable injury to its business, reputation and goodwill, unless and until the Court preliminarily and permanently enjoins Defendants' actions. E4G has no adequate remedy at law.

72. As a direct and proximate result of Defendants' actions described herein, E4G has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial.

**COUNT VIII**  
**CONVERSION - Indiana Code § 35-43-4-3**

73. Plaintiff repeats and realleges paragraphs 1 through 36 of this Complaint.

74. By engaging in the knowing, intentional, deliberate, willful, and malicious actions described above, Defendants have exerted unauthorized control over the EYE 4 GROUP Mark and the Second Mark with the intent to deprive E4G of its benefit.

75. Defendants have therefore committed conversion under Indiana Code Section 35-43-4-3.

76. As a direct and proximate result of Defendants' actions described herein, E4G has suffered, and will continue to suffer, irreparable injury to its business, reputation and goodwill, unless and until the Court preliminarily and permanently enjoins Defendants' actions. E4G has no adequate remedy at law.

77. As a direct and proximate result of Defendants' actions described herein, E4G has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial.

**COUNT IX**  
**Indiana Crime Victim's Relief Act - Indiana Code § 35-24-3-1**

78. Plaintiff repeats and realleges paragraphs 1 through 36 of this Complaint.

79. Under the Indiana Crime Victims' Act, Indiana Code Section 35-24-3-1, a person that suffers pecuniary loss as a result of the violation of Indiana Code Sections 35-43 et seq., may bring a civil action against the person who caused the loss for treble damages, costs of the action, and reasonable attorneys' fees.

80. As set forth herein, Defendants have violated Indiana Code Section 35-43-5-3 through Defendants' knowing, intentional, deliberate, willful, and malicious commission of deception.

81. E4G is the victim of Defendants' deception and other knowing, intentional, deliberate, willful, and malicious actions set forth herein, and, as a result, has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial.

82. E4G is accordingly entitled to an award of those actual damages as well as statutory treble damages, corrective advertising damages, costs, and reasonable attorneys' fees.

**COUNT X**  
**CYBERSQUATTING (15 U.S.C. § 1125(d))**

83. Plaintiff repeats and realleges paragraphs 1 through 36 of this Complaint.

84. Upon information and belief, Defendants have a bad faith intent to profit from the registration and use of the Internet domain name “EYEFOURGROUP.COM” by creating an association with Plaintiff’s famous EYE4GROUP Mark and the Second Mark as to source or sponsorship.

85. The second-level domain name portion of the “EYEFOURGROUP.COM” Internet domain name is confusingly similar to, and dilutes the distinctive quality of, Plaintiff’s famous EYE4GROUP Mark and the Second Mark.

86. Plaintiff has been damaged by Defendants’ unlawful use of the “EYEFOURGROUP.COM” domain name and will suffer irreparable harm.

87. Defendants’ acts, as aforesaid, are in violation of the Anticybersquatting Consumer Protection Act under Section 43(d) of the Lanham Act, 15 U.S.C. § 1125(d).

88. As a direct and proximate result of Defendants’ actions described herein, E4G has suffered, and will continue to suffer, irreparable injury to its business, reputation and goodwill, unless and until the Court preliminarily and permanently enjoins Defendants’ actions. E4G has no adequate remedy at law.

89. As a direct and proximate result of Defendants’ actions described herein, E4G has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial.

**COUNT XI**  
**VIOLATION OF THE CYBERPIRACY PREVENTION ACT (15 U.S.C. § 1125(d)(1))**

90. Plaintiff repeats and realleges paragraphs 1 through 36 of this Complaint.

91. Upon information and belief, Defendants had a bad faith intent to profit from the use of Plaintiff’s protected Mark and Second Mark.

92. Defendants registered, traffic in, and use the “EYEFORGROUP.COM” domain name that is confusingly similar to E4G’s Mark and Second Mark.

93. E4G’s Mark and Second Mark are distinctive and were distinctive at the time of Defendant Chapman’s registration of the “EYEFORGROUP.COM” domain name.

### **PRAYER FOR RELIEF**

WHEREFORE, EYE 4 GROUP, LLC respectfully requests judgment against Defendants as follows:

A. Preliminarily and permanently enjoining and restraining Defendants and their respective officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with Defendants from using the EYEFORGROUP.COM site, or any sites or marks that are confusingly or deceptively similar to E4G’s “EYE 4 GROUP” trademark, either alone or in conjunction with other words or symbols, as part of any trademark, service mark, logo, trade name, corporate name, assumed name, domain name, or in relation to any goods or services provided, sold or distributed by Defendants, or in any other manner;

B. Directing Defendants to transfer, without cost to Plaintiff, the ownership and control of the EYEFORGROUP.COM site immediately to the possession of E4G, and updating all database information and registration information for the EYEFORGROUP.COM site to reflect the same;

C. Directing such other relief as this Court may deem appropriate to prevent the trade and public from forming any erroneous impression that any product sold or otherwise distributed or promoted or goods provided by Defendants are authorized by E4G or related in any way to E4G’s services and related products;

D. Directing Defendants, pursuant to 15 U.S.C. § 1118, to destroy all literature, signs, labels, prints, advertising materials, Internet content, and any other items in their possession or control which contain the infringing designation “EYEFOURGROUP”, or any term confusingly or deceptively similar to Plaintiff’s “EYE 4 GROUP” trademark, either alone or in combination with other words or symbols;

E. Directing Defendants to file with the Court and to serve upon Plaintiff within thirty (30) days after service of an injunction in this action, a written report by Defendants, under oath, setting forth in detail the manner in which Defendants have complied with the injunction;

F. Awarding Plaintiff treble of all profits and damages owing to E4G due to (i) Defendants’ willful trademark infringement and false designation of origin pursuant to 15 U.S.C. § 1117(a) and (ii) Defendants’ deception pursuant to Indiana Code § 35-24-3-1;

G. Awarding Plaintiff statutory damages in the amount of \$100,000.00 pursuant to 15 U.S.C. § 1117(d) due to Plaintiff’s willful violation of 15 U.S.C. § 1125(d);

H. Awarding Plaintiff all profits, gains, benefits, and advantages derived by Defendants from their unjust enrichment and other conduct as alleged herein;

I. Awarding Plaintiff its damages by reason of Defendants’ acts of common law trademark infringement, unfair competition, unjust enrichment, and federal dilution in an amount to be established at trial;

J. Awarding Plaintiff exemplary and/or punitive damages by reason of Defendants’ willful, intentional, and malicious acts described herein, in an amount to be established at trial; and

K. Awarding Plaintiff reasonable attorney fees pursuant to 15 U.S.C. § 1117(a) and Indiana Code § 35-24-3-1, and the costs of this action.

L. Awarding Plaintiff such further relief as this Court deems just and proper.

**JURY TRIAL**

EYE 4 GROUP, LLC demands a trial by jury on all issues so triable.

Dated: July 5, 2016

Respectfully submitted,

EYE 4 GROUP, LLC

By:         /s/ Jennifer L. Mozwecz           
Its attorneys

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