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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

MECCA COMPANIES INC. d/b/a ANNEX  
STUDENT LIVING,

Plaintiff,

v.

TRINITAS VENTURES LLC,

Defendant.

Case No. 1:16-cv-2499

Jury Trial Demanded

**COMPLAINT**

Mecca Companies Inc. d/b/a Annex Student Living (“Plaintiff”), by counsel, for its Complaint against Trinitas Ventures LLC (“Defendant”), states as follows:

**THE PARTIES**

1. Plaintiff is an Indiana corporation with its principal place of business at 6235 Guilford Avenue, Suite 200, Indianapolis, Indiana 46220.
2. Defendant is an Indiana limited liability company with a principal place of business at 201 Main Street, Suite 1000, Lafayette, Indiana 47901.

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over this matter pursuant to the provisions of 28 U.S.C. §§ 1331 and 1338, since this action arises in part under the Lanham Act, 15 U.S.C. § 1125. This Court has supplemental jurisdiction over the related state law claims under 28 U.S.C. § 1367.
4. This Court has personal jurisdiction over Defendant because it does business in this judicial district, has committed statutory torts within this judicial district, and/or has sufficient contacts to subject it to personal jurisdiction in this judicial district.

5. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391(b) because defendant resides in this district and/or a substantial part of the events giving rise to the claim incurred in this district.

**ALLEGATIONS COMMON TO ALL COUNTS**

**Background on Plaintiff and THE ANNEX Mark**

6. Plaintiff is in the business of developing, building, acquiring, and maintaining student housing facilities.

7. Plaintiff is the owner of the trademark THE ANNEX (the “Mark”), which Plaintiff uses to promote its student housing facilities.

8. Plaintiff adopted the Mark in 2013 and has used the Mark to promote nine (9) different student housing facilities in three (3) states.

9. Plaintiff uses the Mark as the name of seven (7) different student housing facilities in Indiana, including one in Richmond, Indiana (the “Richmond Property”).

10. Plaintiff uses the Mark as the name of a student housing facility in Marion, Ohio (the “Marion Property”).

11. Plaintiff is looking to expand into other college towns and markets in the Midwest and throughout the United States and intends on using the Mark to brand its future facilities.

12. As a result of the considerable amount of time and money that Plaintiff has invested in promoting its brand, Plaintiff has established substantial goodwill in the Mark.

13. The Mark has come to indicate and stand for the high quality facilities and services offered by Plaintiff.

14. As a result of Plaintiff’s use of the Mark, the Mark has become, and continues to be, a valuable property right of Plaintiff.

**Defendant and its Infringement of the Mark**

15. Like Plaintiff, Defendant is in the business of developing, building, acquiring, and maintaining student housing facilities.

16. Defendant recently began using the name ANNEX to promote a student housing facility that it is developing in Oxford, Ohio (the “Oxford Property”).

17. The Oxford Property is approximately thirty (30) miles away from the Richmond Property and is in the same state as the Marion Property.

18. Defendant’s use of the name and trademark ANNEX in connection with the Oxford Property is likely to cause consumers to mistakenly believe that there is an affiliation between Plaintiff and the Oxford Property, or that Plaintiff has endorsed Defendant or the Oxford Property, or that Plaintiff has otherwise approved Defendant’s use of the name ANNEX.

19. The potential for consumer confusion is particularly likely in this instance because Defendant has adopted a name that is nearly identical to the Mark and Defendant and Plaintiff both use their respective marks to promote student housing facilities.

20. Upon information and belief, Defendant has, at all relevant and material times, been aware of Plaintiff and its trademark rights in the Mark.

21. Despite knowledge of Plaintiff and its rights in the Mark, Defendant adopted the confusing similar name ANNEX for its Oxford Property.

22. Plaintiff sent a demands letter to Defendant outlining Plaintiff’s concerns regarding Defendant’s use of the name ANNEX for its Oxford Property. Despite being put on notice of the infringement, Defendant has refused to cease its infringement of the Mark.

**COUNT I**

**Trademark Infringement and Unfair Competition Under 15 U.S.C. § 1125(a)**

23. Plaintiff incorporates by reference the allegations of the foregoing paragraphs, inclusive, as if the same were here set out in full.

24. Defendant's acts, practices and conduct constitute unfair competition, false designation of origin, and false or misleading descriptions or representations of fact, in that they are likely to cause confusion or to cause mistake, to deceive others as to the affiliation, connection, or association of the parties in violation of 15 U.S.C § 1125(a).

25. Defendant has unlawfully and wrongfully derived and, unless enjoined, will continue to derive, income and profits from its wrongful conduct.

26. Plaintiff has been and is likely to be damaged by Defendant's wrongful conduct.

**COUNT II**

**Violation of Ohio Deceptive Trade Practices Act, ORC 4165.02**

27. Plaintiff incorporates by reference the allegations of the foregoing paragraphs, inclusive, as if the same were here set out in full.

28. Defendant's acts, practices and conduct constitute deceptive trade practices, in violation of Ohio Revised Code Section 4165.02, in that Defendant's conduct is likely to (a) cause confusion or misunderstanding as to the source, sponsorship, approval, or certification of services; and/or (b) cause confusion or misunderstanding as to affiliation, connection, or association with, or certification by, Plaintiff.

29. Defendant has unlawfully and wrongfully derived and, unless enjoined, will continue to derive, income and profits from its wrongful conduct.

30. Plaintiff has been and is likely to be damaged by Defendant's wrongful conduct.

**COUNT III**  
**Common Law Unfair Competition under Ohio Law**

31. Plaintiff incorporates by reference the allegations of the foregoing paragraphs, inclusive, as if the same were here set out in full.

32. Defendant's acts, practices, and conduct, as alleged herein, constitute common law trademark infringement and unfair competition under the laws of the State of Ohio, in that Defendant has caused and continues to cause a likelihood of confusion, mistake, or misunderstanding as to the source or origin of the Oxford Property.

33. As a direct and proximate result of Defendant's unfair competition and/or infringement, Plaintiff has been and is likely to be substantially injured in its business, including its goodwill and reputation, resulting in lost revenues and profits and diminished goodwill.

34. Defendant has unlawfully and wrongfully derived and, unless enjoined, will continue to derive, income and profits from its infringing and unfair conduct.

35. Plaintiff is entitled to recover actual and punitive damages for Defendant's infringing conduct and unfair competition.

**PRAYER FOR RELIEF**

Wherefore, Plaintiff prays for judgment and relief as follows:

1. Defendant, its agents, servants, employees and attorneys, and all other persons in active consent or participation with them, be permanently enjoined from:

a. using the name ANNEX, or any other name containing the term ANNEX or other terms that are confusingly similar to the Mark, in connection with the Oxford Property or any other facility;

b. using any trademark or trade name or doing any acts or things likely to induce the belief on the part of the public that Defendant or the Oxford Property

are in any way affiliated, connected, or associated with Plaintiff or are sponsored or approved by Plaintiff;

c. otherwise unfairly competing with Plaintiff in any manner; and

d. assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (c), above

2. That Defendant be required to pay Plaintiff such damages as Plaintiff has sustained as a result of the infringement of the Mark and Defendant's unfair competition and deceptive trade practices, that such damages be trebled, that Defendant account for and pay over to Plaintiff all gains, profits, and advantages derived by Defendant resulting from the infringement, unfair competition and deceptive trade practices, and that such recovery based on profits be increased as the Court finds just.

3. That Defendant pay Plaintiff its costs and disbursements in bringing this action, including its reasonable attorneys' fees.

4. That Plaintiff be awarded pre-judgment interest on all damages and/or profits awarded by the Court.

5. That Plaintiff receive such other and further relief as this Court deems just and proper.

Respectfully submitted,

s/Bradley M. Stohry  
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