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**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION**

SUPER 8 WORLDWIDE, INC.,
FORMERLY KNOWN AS SUPER 8
MOTELS, INC.,
22 SYLVAN ROAD
PARSIPPANY, NEW JERSEY 07054,

Plaintiff,

v.

AUBURN LODGING ASSOCIATES, LLP,
5701 PROGRESS ROAD
INDIANAPOLIS, INDIANA 46241;

KOKILA PATEL
5701 PROGRESS ROAD
INDIANAPOLIS, INDIANA 46241;

DILIP PATEL
5701 PROGRESS ROAD
INDIANAPOLIS, INDIANA 46241; and

CHICAGO CAPITAL HOLDINGS, LLC,
120 EAST OGDEN AVENUE, SUITE 214
HINSDALE, ILLINOIS 60521,

Defendants.

Civil No. 1:16-cv-435

VERIFIED COMPLAINT

Plaintiff Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc., by counsel, complaining of Defendants, Auburn Lodging Associates, LLP, Kokila Patel, and Dilip Patel says:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc. (“SWI”), is a corporation organized and existing under the laws of the State of South Dakota, with its principal place of business in Parsippany, New Jersey.

2. Defendant Auburn Lodging Associates, LLP (“ALA”), on information and belief, is a limited liability partnership organized and existing under the laws of the State of Indiana, with its principal place of business at 5701 Progress Road, Indianapolis, Indiana 46241.

3. Defendant Kokila Patel (“K. Patel”), on information and belief, is a member of ALA and a citizen of the State of Indiana, having an address 5701 Progress Road, Indianapolis, Indiana 46241.

4. Defendant Dilip Patel (“D. Patel”), on information and belief, is a member of ALA and a citizen of the State of Indiana, having an address 5701 Progress Road, Indianapolis, Indiana 46241.

5. Upon information and belief, K. Patel and D. Patel are the only constituent members of ALA.

6. Defendant Chicago Capital Holdings, LLC (“CCH”), on information and belief, is a limited liability company organized and existing under the laws of the State of Illinois, with its principal place of business at 120 East Ogden Ave., Suite 214, Hinsdale, Illinois 60521.

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 & 1338, 15 U.S.C. § 1121 and, with respect to certain claims, 28 U.S.C. § 1367.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b). ALA resides in and/or conducts business in this District. CCH conducts business in this District. A substantial part of the events giving rise to this action occurred in this District, and the majority of the subject property is located herein.

ALLEGATIONS COMMON TO ALL COUNTS

The Super 8® Marks

9. SWI is one of the largest guest lodging facility franchise systems in the United States, and is widely known as a provider of guest lodging facility services.

10. SWI owns and has the exclusive right to Franchise the use of the service mark SUPER 8® and various related trade names, trademarks and service marks (certain of which are on the principal register of the United States Patent and Trademark Office), logos, and derivations thereof (the “Super 8® Marks”), as well as the distinctive Super 8® System, which provides guest lodging services to the public under the Super 8® name and certain services to its franchisees, including a centralized reservation system, advertising, publicity, and training services.

11. SWI or its predecessors first used the SUPER 8 MOTEL mark in 1973 and the Super 8® Marks are in full force and effect. Certain of the registered Super 8® Marks are incontestable pursuant to 15 U.S.C. § 1065.

12. SWI has given notice to the public of the registration of the Super 8® Marks as provided in 15 U.S.C. § 1111.

13. SWI uses or has used the Super 8® Marks as abbreviations of its brand name.

14. Through its franchise system, SWI markets, promotes, and provides services to its guest lodging franchisees throughout the United States. In order to identify the origin of their guest lodging services, SWI allows its franchisees to utilize the Super 8® Marks and to promote the Super 8® brand name.

15. SWI has invested substantial effort over a long period of time, including the expenditure of millions of dollars, to develop goodwill in its trade names and service marks to cause consumers throughout the United States to recognize the Super 8® Marks as distinctly designating SWI guest lodging services as originating with SWI.

16. The value of the goodwill developed in the Super 8® Marks does not admit of precise monetary calculation, but because SWI is one of the largest guest lodging facility franchise systems in the United States and is widely known as a provider of guest lodging facility services, the value of SWI's goodwill exceeds hundreds of millions of dollars.

17. The Super 8® Marks are indisputably among the most famous in the United States.

FACTUAL ALLEGATIONS

The Agreement Between the Parties

18. On or about January 20, 2006, SWI entered into the Franchise Agreement with ALA for the operation of a 51-room¹ Super 8® guest lodging facility located at 503 Ley Drive, Auburn, Indiana 46706, designated as Site No. 05112-60501-03 (the "Facility"). A true copy of the Franchise Agreement is attached hereto as Exhibit A.

19. Pursuant to section 5 of the Franchise Agreement, ALA was obligated to operate a Super 8® guest lodging facility for a 20-year term, during which time ALA was permitted to use the Super 8® Marks in association with the operation and use of the Facility as part of SWI's franchise system.

20. Pursuant to section 7 and Schedule C of the Franchise Agreement, ALA was required to make certain periodic payments to SWI for royalties, service assessments, taxes, interest, reservation system user fees, and other fees (collectively "Recurring Fees").

21. Pursuant to section 7.3 of the Franchise Agreement, ALA agreed that interest is payable "on any past due amount payable to [SWI] under this Agreement at the rate of 1.5% per

¹ By letter dated April 27, 2009, a true copy which is attached hereto as Exhibit B, the room count for the Facility was changed from 52 to 51.

month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.”

22. Pursuant to section 3.8 of the Franchise Agreement, ALA was required to prepare and submit monthly reports to SWI disclosing, among other things, the amount of gross room revenue earned by ALA at the Facility in the preceding month for purposes of establishing the amount of royalties and other Recurring Fees due to SWI.

23. Pursuant to section 3.8 of the Franchise Agreement, ALA agreed to maintain at the Facility accurate financial information, including books, records, and accounts, relating to the gross room revenue of the Facility and, pursuant to sections 3.8 and 4.8 of the Franchise Agreement, ALA agreed to allow SWI to examine, audit, and make copies of the entries in these books, records, and accounts.

24. Pursuant to section 9 of the Franchise Agreement, ALA could not lease the Facility, nor engage in any change, assignment, transfer, conveyance, or pledge of its interest, except with SWI’s prior written consent. Any attempted transfer, assignment, conveyance, or pledge not in accordance with section 9 of the Franchise Agreement would be void as between SWI and ALA, and would give SWI the right to terminate the Franchise Agreement.

25. Pursuant to section 11.2 of the Franchise Agreement, SWI could terminate the Franchise Agreement, with notice to ALA, if ALA (a) discontinued operating the Facility as a Super 8® guest lodging establishment, and/or (b) lost possession or the right to possession of the Facility.

26. Pursuant to section 12.1 of the Franchise Agreement, ALA agreed that, in the event of a termination of the Franchise Agreement pursuant to section 11.2, it would pay liquidated damages to SWI in accordance with a formula specified in the Franchise Agreement.

27. Section 12.1 specifically set liquidated damages for the Facility at an amount equal to the sum of accrued royalties and system assessment fees during the 36 full calendar months immediately preceding the date of termination.

28. Section 13 of the Franchise Agreement specified ALA's obligations in the event of a termination of the Franchise Agreement, including its obligation to immediately cease using all of the Super 8® Marks.

29. Pursuant to section 17.4 of the Franchise Agreement, ALA agreed that the non-prevailing party would "pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this [Franchise] Agreement or collect amounts owed under this [Franchise] Agreement."

30. Effective as of the date of the Franchise Agreement, K. Patel and D. Patel provided SWI with a Guaranty of ALA's obligations under the Franchise Agreement (the "Guaranty"). A true copy of the Guaranty is attached hereto as Exhibit C.

31. Pursuant to the terms of the Guaranty, K. Patel and D. Patel agreed, among other things, that upon a default under the Franchise Agreement, they would "immediately make each payment and perform or cause to be performed each obligation required of Franchisee under the [Franchise] Agreement."

32. Pursuant to the terms of the Guaranty, K. Patel and D. Patel agreed to pay the costs, including reasonable attorneys' fees, incurred by SWI in enforcing its rights or remedies under the Guaranty or the Franchise Agreement.

Defendants' Termination

33. On or about July 17, 2014, ALA unilaterally terminated the Franchise Agreement by losing possession of the Facility to a third party.

34. Upon information and belief, CCH obtained possession of the Facility from ALA.

35. By letter dated March 31, 2015, a true copy of which is attached hereto as Exhibit D, SWI terminated the Franchise Agreement, effective July 17, 2014, and advised ALA that (a) it was to immediately discontinue the use of all trade names, service marks, signs, and other forms of advertising, and other indicia of operation as a Super 8® facility, and to discontinue the use of other materials on the premises effectively to distinguish the same from its former appearance as a Super 8® facility, (b) all items bearing the Super 8® Marks had to be removed, (c) all signs and any listings in directories and similar guides in which the Facility was identified as a Super 8® had to be changed, (d) it was required to pay to SWI as liquidated damages for premature termination the sum of \$104,898.73 as required under the Franchise Agreement, (e) it had to de-identify the Facility within 10 days from the receipt of the notice, and (f) demand was made for all outstanding Recurring Fees through the date of termination.

36. The termination of the Franchise Agreement precludes ALA from any further use of the Super 8® Marks in or around the Facility.

37. The termination of the Franchise Agreement precludes ALA from any further use of the Super 8® Marks to induce the traveling public to use the Facility in any way.

38. By letter dated March 31, 2015, a true copy of which is attached as Exhibit E, SWI acknowledged that ALA had transferred ownership and/or possession of the Facility to CCH, and notified CCH that (1) the Franchise Agreement did not give ALA the right or power to unilaterally assign or transfer the Franchise Agreement to CCH; (2) CCH had no right to operate the Facility as a Super 8® guest lodging facility; (3) CCH had to de-identify the Facility by removing all signage, billboards, and other items bearing any Super 8® Marks; and (4) advised

CCH that its continued use of the Super 8® Marks constitutes willful trademark infringement, unfair competition, and dilution in violation of federal, state and common law.

39. Since the termination of the Franchise Agreement, ALA and/or CCH has continued to use the Super 8® Marks to induce the traveling public to rent guest rooms at the Facility.

40. Since the termination of the Franchise Agreement, ALA and/or CCH has used the Super 8® Marks without authorization to rent rooms through, among other things, failure to remove Super 8® signage and continuing to identify the Facility as a Super 8® guest lodging facility.

41. By letter dated October 13, 2016, a true copy of which is attached as Exhibit F, SWI, through its attorneys, LeClairRyan, advised CCH and ALA that they were to immediately cease and desist from using the Super 8® Marks, and/or names and marks that are confusingly similar to the Super 8® Marks.

42. ALA and/or CCH has continued to misuse the Super 8® Marks despite receiving notification from SWI to cease and desist from the misuse of the Super 8® Marks.

CLAIMS FOR RELIEF

FIRST COUNT

Service Mark Infringement under the Lanham Act (15 U.S.C. § 1114)

43. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

44. SWI is the owner of the Super 8® Marks that are the subjects of the registrations described in Paragraph 10 of this Complaint.

45. SWI uses the Super 8® Marks in commerce in connection with the offering for guest lodging services and related services.

46. SWI's Super 8® Marks are prima facie valid and SWI's rights in certain of the Super 8® Marks are incontestable.

47. ALA and/or CCH have used and continue to use service marks in interstate commerce for its guest lodging services, which marks are confusingly similar to SWI's Super 8® Marks, without SWI's consent.

48. ALA and/or CCH's actions are likely to cause, have caused and will continue to cause confusion, mistake and deception in the minds of customers as to the source or origin of ALA and/or CCH's services.

49. ALA and/or CCH's conduct described herein constitutes service mark infringement under 15 U.S.C. § 1114.

50. Upon information and belief, ALA and/or CCH acted with full knowledge that its actions were intended to be used to cause confusion, mistake, and to deceive consumers, which constitutes a willful violation of 15 U.S.C. § 1114.

51. On information and belief, ALA and/or CCH had knowledge of, directed, controlled, supervised, acted in concert with, and/or took action that contributed to these unlawful activities.

SECOND COUNT

False Designation of Origin under the Lanham Act (15 U.S.C. § 1125)

52. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

53. ALA and/or CCH have used the name and mark "Super 8" in interstate commerce in connection with offering guest lodging services.

54. ALA and/or CCH's use of the mark "Super 8" has caused and is likely to continue to cause confusion or mistake, or to deceive consumers and potential consumers, the public and

the trade who recognize and associate SWI with the Super 8® Marks and are likely to believe that there is an affiliation, connection, or association between ALA and/or CCH and SWI when there is no such affiliation, connection or association, in violation of the Lanham Act, 15 U.S.C. § 1125(a).

55. On information and belief, ALA and/or CCH had knowledge of, directed, controlled, supervised, acted in concert with, and/or took action that contributed to these unlawful activities.

56. ALA and/or CCH's activities constitute false designation of origin within the meaning of 15 U.S.C. § 1125(a).

57. SWI has been injured by ALA and/or CCH's false and misleading advertising in violation of 15 U.S.C. § 1125(a).

58. Upon information and belief, ALA and/or CCH acted willfully, with full knowledge of SWI's rights in the Super 8® Marks, and those acts constitute a willful violation of 15 U.S.C. § 1125(a).

THIRD COUNT

Counterfeit of Registered Mark under the Lanham Act (15 U.S.C. § 1114(1)(a))

59. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

60. Section 32 of the Lanham Act, 15 U.S.C. § 1114(1)(a), provides in pertinent part that “[a]ny person who shall, without the consent of the registrant — use in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive . . . shall be liable in a civil action by the registrant”

61. The Lanham Act, 15 U.S.C. § 1116(d)(1)(B)(i), defines a counterfeit mark as “a mark that is registered on the Principal Register in the United States Patent and Trademark Office for such goods and services sold, offered for sale, or distributed and that is in use, whether or not the person against whom relief is sought knew such mark was so registered.”

62. ALA and/or CCH marketed, promoted, and rented, and continue to market, promote, and rent rooms at the Facility through the use of counterfeit Super 8® Marks, and such use caused and is likely to continue to cause confusion or mistake among prospective or actual customers, in violation of Section 32 of the Lanham Act.

63. The acts of ALA and/or CCH in marketing, promoting, and renting rooms at the Facility through and with the counterfeit Super 8® Marks were intentional.

64. ALA and/or CCH intentionally used the counterfeit Super 8® Marks in marketing, promoting, and renting rooms at the Facility with knowledge that the marks were counterfeit.

65. ALA and/or CCH’s on-going use of counterfeit Super 8® Marks in violation of Section 32 of the Lanham Act is intentional, malicious, fraudulent, willful, and deliberate.

66. ALA and/or CCH’s on-going use of counterfeit Super 8® Marks in violation of Section 32 of the Lanham Act has inflicted and continues to inflict irreparable harm on SWI.

67. SWI has no adequate remedy at law.

68. No previous injunctive relief has been awarded with respect to this matter in this case or any other case.

FOURTH COUNT

Trademark Infringement under Indiana Law

69. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

70. ALA and/or CCH have used confusingly similar service marks in connection with the sale or offering of its guest lodging services that are likely to cause confusion as to the source or origin of the services.

71. ALA and/or CCH imitated SWI's Super 8® Marks by using them in connection with its guest lodging services, including signage.

72. Upon information and belief, ALA and/or CCH knowingly acted with the intent to cause confusion between its services and SWI's services in violation of I.C. 24-2-1-13.

73. ALA and/or CCH's actions have injured SWI by misappropriating its business and/or impairing the goodwill associated with SWI's business conducted under the Super 8® Marks.

74. Upon information and belief, ALA and/or CCH intend to continue its infringing actions unless restrained by this Court.

FIFTH COUNT

Unfair Competition under Indiana Law

75. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

76. ALA and/or CCH have unfairly profited by using SWI's Super 8® Marks or confusingly similar marks to promote their own services by including the marks on signage and other indicators of commercial source without SWI's authorization.

77. ALA and/or CCH have been unjustly enriched and SWI has suffered damages from ALA and/or CCH's violations of Indiana statutory and common laws.

78. Upon information and belief, ALA and/or CCH have made and will continue to make substantial profits and gains to which each is not entitled at law or in equity as a result of its infringing conduct.

79. ALA and/or CCH's conduct described herein constitutes unfair competition under the common law of the State of Indiana.

80. SWI has been damaged as a result of the actions of ALA and/or CCH in violation of Indiana law.

SIXTH COUNT

Accounting

81. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

82. Pursuant to sections 3.8 and 4.8 of the Franchise Agreement, ALA agreed to allow SWI to examine, audit, and make copies of ALA's financial information, including books, records, and accounts, relating to the gross room revenue earned at the Facility.

83. ALA has engaged in acts and practices, as described, which amount to infringement of the Super 8® Marks in an unlawful, unfair, and fraudulent manner which is likely to confuse the public.

84. As a result, ALA owes restitution and the disgorgement of profits, in an amount unknown to SWI, and which amount cannot be ascertained without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from ALA.

SEVENTH COUNT

Liquidated Damages Claim

85. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

86. On or about July 17, 2014, ALA unilaterally terminated the Franchise Agreement by losing possession of the Facility to a third party.

87. Section 12.1 of the Franchise Agreement provides that, in the event of termination of the Franchise Agreement due to action of the Franchisee, ALA shall pay liquidated damages to SWI within 30 days of termination.

88. As a result of the termination of the Franchise Agreement, ALA is obligated to pay SWI liquidated damages in the amount of \$104,898.73, as calculated pursuant to section 12.1 of the Franchise Agreement.

89. Notwithstanding SWI's demand for payment, ALA has failed to pay SWI the liquidated damages as required in section 12.1 of the Franchise Agreement.

90. SWI has been damaged by ALA's failure to pay liquidated damages.

EIGHTH COUNT

Actual Damages Claim

91. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

92. By virtue of the premature termination of the Franchise Agreement, SWI sustained a loss of future revenue over the remainder of the 20-year term of the Franchise Agreement.

93. If the Court determines that ALA is not liable to pay SWI liquidated damages as required by section 12.1 of the Franchise Agreement then, in the alternative, ALA is liable to SWI for actual damages for the premature termination of the Franchise Agreement.

94. SWI has been damaged by ALA's breach of its obligation to operate a Super 8® guest lodging facility for the remaining term of the Franchise Agreement.

NINTH COUNT

Recurring Fees Claim

95. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

96. Pursuant to section 7 and Schedule C of the Franchise Agreement, ALA was obligated to remit Recurring Fees to SWI.

97. Despite its obligation to do so, ALA failed to remit certain of Recurring Fees due and owing under the Franchise Agreement in the current amount of \$7,769.36.

98. ALA's failure to remit the agreed Recurring Fees constitutes a breach of the Franchise Agreement and has damaged SWI.

TENTH COUNT

Unjust Enrichment Claim

99. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

100. At the time of the termination of the Franchise Agreement, ALA was obligated to pay SWI Recurring Fees.

101. Despite its obligation to do so, ALA failed to pay certain of the Recurring Fees due and owing under the Franchise Agreement in the current amount of \$7,769.36.

102. In addition, ALA and/or CCH benefited from its wrongful use of the Super 8® Marks after termination of the Franchise Agreement and paid no royalty or other Recurring Fees to SWI in return for that benefit.

103. ALA and/or CCH's failure to compensate SWI constitutes unjust enrichment and has damaged SWI.

ELEVENTH COUNT

Guarantors' Liability

104. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

105. Pursuant to the terms of the Guaranty, K. Patel and D. Patel agreed, among other things, that upon a default under the Franchise Agreement, they would immediately make each payment and perform each obligation required of ALA under the Franchise Agreement.

106. Despite their obligation to do so, K. Patel and D. Patel have failed to make any payments or perform or cause ALA to perform each obligation required under the Franchise Agreement.

107. Pursuant to the Guaranty, K. Patel and D. Patel are liable to SWI for ALA's liquidated damages in the amount of \$104,898.73, or actual damages in an amount to be determined at trial, ALA's Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$7,769.36, and for those additional Recurring Fees attributable to the period during which ALA has misused the Super 8® Marks.

TWELFTH COUNT

Self-Help Claim

108. SWI incorporates by reference the allegations in the preceding paragraphs of the Verified Complaint.

109. On or about July 17, 2014, ALA unilaterally terminated the Franchise Agreement by losing possession of the Facility to a third party.

110. Section 13.2 of the Franchise Agreement provides that, when the Franchise Agreement is terminated, SWI has the right to "without prior notice enter the Facility, and any other parcels, . . . and paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not

located at the Facility, that [ALA did] not remove[] or obliterate[] within five days after termination.”

111. ALA and/or CCH continues to market, promote, and rent rooms at the Facility through the unauthorized use of the Super 8® Marks, and such use caused and is likely to continue to cause confusion or mistake among prospective or actual customers.

112. ALA and/or CCH’s unauthorized use of the Super 8® Marks has inflicted and continues to inflict irreparable harm on SWI.

WHEREFORE, SWI respectfully requests that this Court enter the following legal and equitable relief in favor of SWI and against ALA and/or CCH as a result of its infringing conduct and its unfair competition practices:

A. A Judgment declaring that:

(1) ALA and/or CCH have intentionally infringed the Super 8® Marks in violation of the Lanham Act and Indiana law;

(2) ALA and/or CCH’s actions have caused and will continue to cause confusion in the marketplace and constitute false designation of origin and unfair competition in violation of the Lanham Act and Indiana law;

B. Entering a preliminary and permanent injunction enjoining and restraining ALA and/or CCH and their affiliated and/or parent companies and their officers, agents, servants and other employees from using in commerce or in connection with any goods or services any mark, name or design that creates a likelihood of confusion with the Super 8® Marks and from engaging in any other acts of unfair competition and in engaging in false designation of origin;

C. Awarding SWI all direct, damages, indirect, consequential (including lost profits), special damages, costs, fees and expenses incurred by reason of ALA and/or CCH's trademark infringement, unfair competition, and false advertising;

D. Awarding SWI treble damages sustained as a result of the ALA and/or CCH's unlawful conduct, pursuant to 15 U.S.C. § 1117(a);

E. Awarding SWI statutory damages in the amount of \$2,000,000 as a result of ALA and/or CCH's willful conduct, pursuant to 15 U.S.C. § 1117(c);

F. Ordering an accounting by ALA and/or CCH to SWI for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Facility;

G. Awarding SWI liquidated damages in the amount of \$104,898.73, together with interest, attorneys' fees, and costs of suit;

H. Awarding actual damages in an amount to be determined at trial, together with interest, attorneys' fees, and costs of suit;

I. Awarding Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$7,769.36, together with interest, attorneys' fees, and costs of suit, and all royalties and other Recurring Fees that should be paid to compensate SWI for the period during which ALA and/or CCH misused the Super 8® Marks and was thereby unjustly enriched, together with interest and costs of suit;

J. Entering judgment against K. Patel and D. Patel for damages in the amount of all liquidated damages or actual damages Recurring Fees due and owing under the Franchise Agreement, and all profits, royalties, and other Recurring Fees that should be paid to compensate SWI for the period during which ALA misused the Super 8® Marks and was thereby unjustly enriched;

K. Declaring that SWI, or its authorized agent, has the right, without prior notice to ALA and/or CCH, to enter the property at the Facility and remove any and all exterior signage, exterior items and other exterior materials displaying the Super 8® Marks, and/or names and marks that are confusingly similar to the Super 8® Marks;

L. Awarding SWI the maximum punitive damages available under Indiana law;

M. Awarding SWI pre-judgment interest on any money awarded and made part of the judgment;

N. Awarding SWI its actual costs and attorneys' fees incurred in bringing this action pursuant to 15 U.S.C. §§ 1117(a) and 1125(c); and

H. Granting such other relief as the Court deems reasonable and just.

Respectfully submitted,

/s/A. Richard M. Blaiklock
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