

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION



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LESEA, INC., an Indiana non-profit)
corporation; FAMILY BROADCASTING)
CORPORATION, an Indiana non-profit)
corporation; and LESEA GLOBAL FEED)
THE HUNGRY, INC., an Indiana)
non-profit corporation)

Plaintiffs,)

Civil Action No. 3:18-cv-914

v.)

LESEA BROADCASTING)
CORPORATION, a Colorado non-profit)
Corporation; LESTER SUMRALL, an)
Individual; DR. JOHN W. SWAILS III, an)
Individual; and EDWARD WASSMER, an)
Individual.)

Defendants.)

VERIFIED COMPLAINT AND JURY DEMAND

For this Complaint against Defendants LeSEA Broadcasting Corporation, a Colorado non-profit corporation (“LBC”), Lester Sumrall (“Lester”), Dr. John W. Swails III (“Dr. Swails”), and Edward Wassmer (“Wassmer” and together with LBC, Lester, and Dr. Swails, the “Defendants”), Plaintiffs LeSEA, Inc., an Indiana non-profit corporation (“LeSEA, Inc.”), Family Broadcasting Corporation f/k/a LeSEA Broadcasting Corporation, an Indiana non-profit corporation (“LeSEA Broadcasting”), and LeSEA Global Feed The Hungry, Inc., an Indiana non-profit corporation (“LeSEA Global”, together with LeSEA, Inc. and LeSEA Broadcasting, “LeSEA”), hereby allege as follows:

Nature of the Action

1. Based on his false claim to be the “rightful spiritual and legal heir” of LeSEA, Lester has engaged in a long pattern of abusive, harassing, and unlawful conduct against LeSEA and his own family members. After unsuccessfully demanding to be installed as president of LeSEA only a few days after his uncle’s death, Lester brought stale and spurious claims against LeSEA and family members, interfered with LeSEA’s relationships with lenders and clients, falsely accused LeSEA of financial fraud and criminal activity, sought injunctions and imposed improper liens against LeSEA, and even attempted to interfere in the divorce proceedings of LeSEA President, Andrew Sumrall.

2. In addition to these acts and others, Lester and the Defendants willfully and maliciously sowed confusion in the public by improperly using the LeSEA name and trademarks—which LeSEA uses in connection with the operation of ministries, television and radio stations, and charitable endeavors—in conjunction with the Defendants’ efforts to malign LeSEA and its employees, commercialize videos and speaking engagements, and solicit donations. Indeed, Lester has cultivated the false impression that he is an affiliate of LeSEA by, among other things, using LeSEA’s name and marks in connection with websites and Facebook pages, falsely claiming to be “affiliated with LeSEA Broadcasting Corporation” on a commercial website, and obtaining a post office box mailing address that is nearly identical to LeSEA’s to potentially intercept communications and charitable contributions intended for LeSEA.

3. Defendants’ unauthorized use of LeSEA’s trademarks and other unlawful acts constitute trademark infringement, false association, false designation of origin, unfair competition, intentional interference with business relationships, deception, conversion, forgery, theft, counterfeiting, and criminal mischief. These acts have gone on long enough, and the

Defendants' must be enjoined from continued violations and held liable for damage to LeSEA.

The Parties

4. LeSEA, Inc. is a non-profit organization organized under Indiana law with an address of 530 E. Ireland Road, South Bend, Indiana 46614. LeSEA, Inc. was incorporated in and has been operating since 1957.

5. Family Broadcasting Corporation f/k/a LeSEA Broadcasting Corporation is a non-profit organization organized under Indiana law with an address of 61300 Ironwood Road, South Bend, Indiana 46614. LeSEA Broadcasting was incorporated in and has been operating since 1972.

6. LeSEA Global Feed The Hungry, Inc. is a non-profit organization organized under Indiana law with an address of 530 E. Ireland Road, South Bend, Indiana 46614. LeSEA Global was incorporated in 2003, but the initiative itself was launched by LeSEA, Inc. and has been operating since 1987.

7. LeSEA Broadcasting Corporation f/k/a Lester Sumrall International, Inc. is a non-profit organization organized under Colorado law with a mailing office address of P.O. Box 2, South Bend, IN 46624. LBC may be served via its registered agent, Lester Sumrall, 15889 CR 8, Bristol, IN 46507. Lester incorporated LBC under the laws of Colorado in 1997.

8. Lester Sumrall is the President of LBC and resides at 15889 CR 8, Bristol, IN 46507. Upon information and belief, Lester has the authority to direct and control the actions of LBC.

9. Dr. John W. Swails III is the Secretary of LBC and resides at 2940 East 76th Street, Tulsa, OK 74136. Upon information and belief, Dr. Swails has the authority to direct and control the actions of LBC.

10. Edward Wassmer is the Vice President of LBC. Upon information and belief, Wassmer has the authority to direct and control the actions of LBC.

Jurisdiction and Venue

11. This Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338 (a) and 28 U.S.C. § 1121(a) because LeSEA's claims present well pleaded federal questions that arise under the Lanham Act.

12. This Court has supplemental jurisdiction over LeSEA's claims arising under Indiana law pursuant to 28 U.S.C. §§ 1338(b) and 1367 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.

13. This Court has personal jurisdiction over Defendants because Defendants conduct ongoing and continuous business in Indiana. Defendants have purposefully directed their business activities toward Indiana by advertising, promoting, and marketing goods and services allegedly related to a ministry, and also by soliciting charitable donations from Indiana residents, including to those who reside within this District. In addition, Defendants have caused harm LeSEA in Indiana. Through such conduct, Defendants have purposefully availed themselves of the privileges of conducting business in Indiana, and, when engaging in such conduct, it was reasonably foreseeable that Defendants would be subjected to this Court's jurisdiction.

14. Venue in this Court is proper under 28 U.S.C. § 1391 (b) and (c) in that Defendants are subject to personal jurisdiction in this District and a substantial part of the events or omissions giving rise to the claims occurred in this District.

Statement of Facts

A. LeSEA and its Intellectual Property

15. LeSEA, Inc. was founded and incorporated by Dr. Lester Frank Sumrall (“Dr. Sumrall”) in 1957 and has operated continuously since that time. It is a Christian, non-profit organization guided by a mission to share the gospel around the world. LeSEA, Inc. operates a variety of ministries, including local church-based outreach in South Bend and Mishawaka, Indiana, a bookstore, and a Bible college.

16. LeSEA Global is the food and relief arm of LeSEA, Inc.’s ministry, and it directly oversees food and disaster relief efforts. LeSEA Global, via donations, has delivered more than \$200 million of food and supplies to hungry, hurting people in ninety-two (92) nations around the world, including the United States.

17. LeSEA Broadcasting is the broadcast arm of LeSEA, Inc.’s ministry, and it operates television and radio stations in an effort to provide a Christian alternative to secular programming, as well as operating a 24-hour prayer line, a program to provide Bibles free of charge, and travel services for trips to Israel. LeSEA Broadcasting recently changed its legal name to “Family Broadcasting Corporation” as it further expands its offerings to focus on wholesome, family-friendly content, but is still known as LeSEA Broadcasting among the consuming public. LeSEA Broadcasting also has several active, wholly owned subsidiaries that incorporate “LeSEA Broadcasting” into their respective names, such as LeSEA Broadcasting of Indianapolis.

18. LeSEA owns federal registrations (the “LeSEA Registrations”) for the following trademarks (the “Registered LeSEA Marks”):

MARK	GOODS/SERVICES	FIRST USE DATE	U.S. REG. NO.	OWNER
LESEA GLOBAL FEED THE HUNGRY	emergency eleemosynary services in the field of food, clothing and medicine (Class 42)	April 1, 1988	2,206,912	LeSEA Global Feed The Hungry, Inc. (by assignment from LeSEA, Inc.)
LESEA GLOBAL	emergency eleemosynary services in the field of food, clothing and medicine (Class 42)	April 1, 1988	2,122,820	LeSEA, Inc.

19. True and correct copies of the Certificates of Registration for each of the Registered LeSEA Marks are attached hereto as Exhibit A.

20. LeSEA additionally owns common law trademark rights in the mark LeSEA and LeSEA Broadcasting in connection with its various goods and services, and these rights date back to 1957 (collectively, the “LeSEA Common Law Marks”, and together with the Registered LeSEA Marks, the “LeSEA Marks”). LeSEA has continuously used, and has acquired significant and valuable goodwill in, the LeSEA Marks.

21. Since as early as 1957, LeSEA has invested considerable time and money in developing and maintaining the goodwill associated with the LeSEA Marks throughout the United States and the world. As a result of these continuous, extensive and lengthy efforts, the LeSEA Marks are recognizable to consumers as source identifiers, and consumers have come to closely associate the distinctive and valuable LeSEA Marks with LeSEA and LeSEA’s goods and services.

22. The LeSEA Marks are unique symbols of identification, value, right, and/or privilege that LeSEA uses to promote LeSEA’s goods and services.

B. The Defendants’ Wrongful Acts

23. In 1996, Dr. Sumrall died and his son Peter Sumrall (“Peter”) assumed control of LeSEA Broadcasting. In 2005, Peter assumed control of the remaining LeSEA, Inc. and LeSEA Global after the resignation of his brother, Stephen Sumrall. When Peter passed away in

December of 2015, his son Andrew Sumrall (“Drew”) was named President and Chief Executive Officer of LeSEA Broadcasting, a role he continues in to this day. Drew was also elected to sit on the board of all three LeSEA entities, also a role he continues in to this day.

24. Immediately following Peter’s death, Lester began a long pattern of abusive, harassing, and unlawful conduct against LeSEA and his own family members based on his false claim to be the rightful spiritual and legal heir to LeSEA.

25. In December of 2015, merely days after Peter Sumrall’s passing, Lester insisted on a meeting with the board of LeSEA Broadcasting, which included two of Peter’s children, on the basis that he should be installed as the president of LeSEA, despite never actually even being employed by the organization on any level. During the meeting, Lester threatened potential legal action should the board not comply with his bizarre demands.

26. On February 8, 2016, Lester visited the New Orleans, Louisiana corporate headquarters of LeSEA’s lender, obtained a meeting with LeSEA’s loan officer under the false pretense that he was already somehow affiliated with LeSEA, falsely claimed that he was the rightful heir to the LeSEA ministries, and attempted to have the lender exert influence under its contractual relationship with LeSEA to have Lester installed in a position of authority at LeSEA. Upon learning of the meeting, LeSEA promptly sent Lester a cease and desist letter, to which Lester responded by immediately sending a letter of his own to the very same loan officer at LeSEA’s lender, falsely alleging that LeSEA was “under investigation.”

27. On March 4, 2016, Lester wrote a letter to Drew and LeSEA demanding that Drew resign, “call[ing] upon all the members of the board(s) to immediately remove Drew from being President of LeSEA Broadcasting and all board positions,” and threatening the board(s) with potential legal action should they not comply.

28. Shortly thereafter, on March 29, 2016, Lester filed a notice of “Bond Debt” in the Office of the St. Joseph County Recorder, purporting to assert a lien against LeSEA’s real property by virtue of being the bearer of Church Bonds issued in 1966. In the notice, Lester improperly claimed he was owed “compounding interest” totaling \$176,967.69, despite the fact that interest does not compound on such bonds and, perhaps more fundamentally, Lester never properly attempted to collect on the principal value of the bonds at any point.

29. In April of 2016, Drew was notified by one of LeSEA’s clients, a prominent business owner in New Orleans, that Lester had made false allegations of illegal activity on the part of LeSEA and LeSEA’s current or former employees, including false allegations that LeSEA made misrepresentations in LeSEA’s financial statements and had “defrauded” a lender. Lester also falsely claimed that he had “affidavits” from “former employees” to substantiate these allegations, although as of the date of this filing no such affidavits have ever been produced by Lester.

30. Around the same time, a prominent national advertising agency owner, who conducted a significant amount of business with LeSEA, contacted Drew to notify him that his clients had been contacted by Lester. When contacting those clients, Lester repeated the false allegations noted above, wrongly claimed that LeSEA was on the cusp of ceasing operations, and discouraged LeSEA’s clients and donors from doing business with or making donations to LeSEA.

31. Also in April of 2016, Lester opened an estate for his great uncle Rev. James H. Murphy (“Rev. Murphy”) and promptly brought nine (9) claims against fourteen (14) defendants, including his deceased uncle Peter, his cousins Drew and Angela, and LeSEA. *See Estate of James H. Murphy v. LeSEA, Inc. et al.*, 71D06-1604-PL-158 (the “St. Joseph County Lawsuit”).

32. Within days of filing the above action, Lester also wrongfully recorded several *lis pendens* notices against properties owned by LeSEA-related entities in multiple states throughout the United States. The notices were ultimately removed, but only after LeSEA's counsel were compelled to take action in the matter. LeSEA had to devote time and money to defeat these falsely filed notices.

33. On the same day of the filing of the St. Joseph County Lawsuit, Lester also attempted to intervene as a "creditor" in Peter's insolvent estate, sought to enjoin the estate sale in an attempt to recover certain personal property he believed, without evidence, belonged to Rev. Murphy at one point, and then have the proceeds of the estate sale held by the court pending resolution of St. Joseph County Lawsuit. Although unsuccessful in staying the estate sale, undeterred, Lester attended the sale to take dozens of photographs and purchase various items, including sunglasses and a coffee machine, apparently to form the basis of notifying certain LeSEA employees that he was in possession of some of Peter's belongings.

34. On August 9, 2016, Lester once again attempted to meddle in LeSEA's internal governance by filing unsuccessful counterclaims in the St. Joseph County Lawsuit against LeSEA claiming Breach of Duty of Care, Breach of Duty of Loyalty, and Breach of Fiduciary Duties, and seeking to recover personal donations he made to LeSEA 15 to 20 years prior to filing the action. The Court ultimately decided in favor of LeSEA and dismissed Lester's claims on the basis that, among other things, he lacked standing to bring a derivative or direct action against LeSEA because he has never been a member of the non-profit corporations. LeSEA, once again, had to expend time and effort to defend itself against these spurious claims.

35. Less than three weeks later, on August 29, 2016, Lester issued a press release announcing the "newly launched website" <SaveLeSEA.com> and asserting that LeSEA board

members were engaged in “fraud and financial elder abuse.” The press release falsely asserted that “The Office of the Indiana Attorney General has opened a formal investigation into the allegations” and accused LeSEA of “malfeasance,” “gross negligence,” and “mismanagement” that could “endanger the organization’s tax-exempt status.” The website, which is now down, impermissibly contained several images of the LeSEA Marks.

36. On October 11, 2016, in a further attempt to harass family members related to LeSEA, Lester filed in his (manufactured) capacity as Personal Representative of Rev. Murphy a motion to Interplead Funds of Home Sale after the sale of the late Peter’s home, falsely claiming that “a public records check indicates there were no mortgages or other liens on the property at the time of sale” after “it has been indicated by counsel for the Estate of Peter Andrew Sumrall that there are not a significant amount of funds in the estate.” Public records, however, did show that there were two mortgages against the home at the time of sale, and the motion was withdrawn only after counsel for Peter’s estate was compelled to clearly identify these public records to Lester and his counsel just prior to a hearing set for the same matter.

37. On October 19, 2016, Lester released a similar press release, stating that he had a “personal responsibility” to “move [Dr. Sumrall’s] followers into action.” In connection with issuing the press releases, Lester paid prwire.com to distribute them to news outlets. He also personally contacted media outlets to obtain wider dissemination of his false claims against LeSEA, including the South Bend Tribune.

38. On March 24, 2017, Lester issued yet another press release similar in nature to the first two, again spreading false claims against LeSEA and LeSEA’s employees.

39. On April 3, 2017, Lester filed a petition in St. Joseph Probate Court to open an estate for his grandfather, Dr. Lester F. Sumrall, in another attempt to bring spurious claims

against family members and LeSEA. After an evidentiary hearing, the probate court determined that the estate did not have any assets to administer. This ruling was subsequently affirmed on appeal and Lester's Petition for Rehearing was also denied. In its Memorandum Decision, the Indiana Court of Appeals expressly agreed that Lester's attempt to open an estate was an "exercise in futility" and "waste of judicial and financial resources." *See In re: Estate of Lester Frank Sumrall*, 71A05-1710-ES-2476. In the end, Lester unsuccessfully challenged the probate court's decision a total of *five times* through his appeal and multiple post-judgment motions in the probate court. This effort included filing a separate Petition for Appointment of Special Administrator in probate court while the probate court's decision was up on appeal, as well as the filing of a Petition for Reconsideration on the basis that the very same set of 1966 Church Bonds that Lester claimed to bear in his notice of "Bond Debt" in fact actually belonged to the Estate of Dr. Sumrall. Once again, LeSEA was forced to divert resources from its ministries to defend itself against these false claims.

40. On November 11, 2017, Lester recorded a Statement and Notice of Intention to Hold a Lien with the St. Joseph County Recorder's Office, asserting a statutory mechanic's lien against LeSEA for "building construction," despite having never performed any construction work for LeSEA. The purported basis for the lien was, again, a set of 1966 Church Bonds, the very same bonds that formed the basis for his request to open an estate for his long-deceased grandfather, as well as his notice of "Bond Debt" filed against the same LeSEA properties a year and a half earlier. The lien was ultimately removed but again required intervention by LeSEA's counsel, again at LeSEA's expense.

41. On November 29, 2017, Lester sought a temporary restraining order in the St. Joseph County Lawsuit, seeking to enjoin LeSEA from demolishing one of its own buildings.

The court denied the request, stating that Lester “lack[ed] any recognized property right or interest in the [b]uilding” and that Lester “lacks standing to interfere with [LeSEA’s] internal governance.” Again, LeSEA was compelled to expend precious ministry resources responding to frivolous claims brought by Lester, as they had already done dozens of times in the months prior.

42. On May 16, 2018 Lester filed a Motion for Stay in Proceeding in Andrew’s divorce proceeding in an attempt to interfere with the divorce of Andrew and Allison Sumrall, praying the court disallow “the distribution or division of any/all assets.” Incredibly, Lester, on the very same day, directly contacted mediator Thomas Stipp who had been hired by the Sumralls to mediate the divorce proceeding, and told him that “he had information that would help his client,” apparently under the false impression that he represented Drew’s now ex-wife, Allison. The motion was properly ignored by the court and, although the Sumrall’s mediated settlement agreement was approved, Lester’s meddling and interference caused additional complication, delay, and expense.

43. Perhaps frustrated that his efforts to harass his own family members and malign and interfere with the operations of LeSEA were not more successful, Lester apparently decided to instead cultivate the incorrect impression that he is somehow affiliated with LeSEA. LBC, at the direction of Lester, Dr. Swails, and Wassmer (together, the “LBC Officers”) began using the LeSEA Marks (or designations confusingly similar thereto) (the “Infringing Marks”) without authorization, and with undeniable knowledge that the LeSEA Marks were owned by LeSEA, given Lester’s history of repeated, spurious legal claims directly against LeSEA.

44. On August 6, 2018, the Defendants changed LBC’s legal name from “Lester Sumrall International, Inc” to “LeSEA Broadcasting Corporation.”

45. Around that same time, the Defendants filed five (5) certificates of assumed business names in the state of Indiana that incorporate the dominant portion of the LeSEA Marks—the literal element LeSEA—as summarized below:

Filing Date	Filing Number	Assumed Business Name
June 6, 2018	0007931018	LESEA BROADCASTING CORPORATION
June 7, 2018	0007932712	LESEA BROADCASTING
June 7, 2018	0007932802	LESEA BROADCASTING NETWORK
October 5, 2018	0008042137	LESEA TV
October 5, 2018	0008042138	LESEA MEDIA

46. On October 1, 2018, LBC changed its mailing address to P.O. Box 2, South Bend, Indiana 46624. This mailing address is *one digit* removed from the mailing address of LeSEA—which is P.O. Box 12, South Bend, Indiana 46624, and has been for over 50 years.

47. LBC also began using an Infringing Mark (LeSEA Broadcasting Corporation) to publicly identify itself on Guidestar.org—a well-known and heavily utilized website that gathers, organizes, and distributes information about nonprofits to enable users to make better decisions in relation to charitable giving.

48. Contemporaneously, Defendants began using the Infringing Marks in commerce (including in Indiana) on the website www.lestersumrall.com (the “LBC Website”), where it solicits donations, sells videos, and offers to book Lester for speaking engagements.

49. The Defendants also began using the Infringing Marks in commerce (including in Indiana) to create a Facebook account for “LESEA TV” that is identified as a “Charity Organization” and engineered to obtain followers and solicit donations. The LESEA TV Facebook page contains an image of Dr. Sumrall standing in front of LeSEA’s corporate headquarters holding a sign that says “LESEA-TV,” suggesting that the owner of the page is not merely related to LeSEA, but in fact *is* LeSEA.

50. The goods and services Defendants offer in connection with the Infringing Marks compete with those offered by LeSEA under the LeSEA Marks. Defendants’ use of the

Infringing Marks is likely to cause confusion, mistake, or deception in the market as to the source or origin of Defendants' goods and services, and to falsely suggest that Defendants and their goods and services are sponsored by, connected to, affiliated with, or otherwise associated with LeSEA, when they are not.

51. Because Defendants' first use of the Infringing Marks occurred long after LeSEA began using the LeSEA Marks, LeSEA has priority.

52. LeSEA, through counsel, have sent Lester multiple cease and desist letters regarding the above conduct. These letters have not succeeded in deterring Lester and the Defendants. In fact, Lester has responded to these letters in part by further imputing illegal activity to LeSEA, suggesting that LeSEA is the subject of state and federal investigations, demanding millions of dollars, and requesting that LeSEA turn over significant assets to him, including but not limited to real property, bank records, mailing lists, and business names and corresponding back files. Lester has also threatened even further legal action against LeSEA should LeSEA not comply with these demands. In addition, the Defendants willfully continue their wrongful use of the Infringing Marks and continue to intentionally trade upon the goodwill in the LeSEA Marks that LeSEA developed at considerable expense and effort.

53. This malicious and bizarre conduct has gone on long enough. Thus, LeSEA brings this action to enjoin the Defendants' unlawful conduct and recover damages for their numerous violations of LeSEA's rights.

COUNT I
TRADEMARK INFRINGEMENT
(Against All Defendants)
(15 U.S.C. § 1114)

54. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

55. LeSEA owns the LeSEA Registrations and used and continues to use the Registered LeSEA Marks in interstate commerce.

56. The Registered LeSEA Marks are inherently distinctive and/or have acquired secondary meaning, and the Registered LeSEA Marks have been and will continue to be known throughout the United States as the identifying and distinguishing source of LeSEA's goods and services.

57. Without authorization or the consent of LeSEA, Defendants used and continue to use the Infringing Marks in commerce, and in connection with the sale, offering for sale, distribution, or advertising of goods or services, in a manner that is likely to cause confusion, or to cause mistake, or to deceive.

58. The above-described activities in commerce occur via the LBC Website and the Facebook account identified as LeSEA TV, and are designed to divert donations and sales from LeSEA to Defendants and/or to pass off Defendants' goods and services as those of LeSEA.

59. Defendants are and/or have been able to profit from the goodwill associated with the Registered LeSEA Trademarks by soliciting donations and the sale of Defendants' goods from LeSEA's existing and/or prospective donors and consumers, and otherwise by diverting business and causing competitive harm to LeSEA through the above-described actions.

60. By using the Infringing Marks in commerce without LeSEA's authorization or consent, Defendants are depriving LeSEA of the exclusive right to control use of the Registered LeSEA Marks.

61. Defendants' use of the Infringing Marks constitutes trademark infringement in violation of § 32 of the Lanham Act, 15 U.S.C. § 1114.

62. By reason of and as a direct and proximate result of Defendants' trademark infringement, Defendants have caused damage to LeSEA's business, reputation and the goodwill associated with the Registered LeSEA Marks, and/or have diverted donors, business, and sales from LeSEA to Defendants.

63. LeSEA is entitled to recover Defendants' profits, damages suffered by LeSEA, and costs of the action.

64. Defendants' committed these acts of trademark infringement knowingly, willfully, deliberately, and maliciously, with the intent to cause confusion and mistake, and to deceive. Accordingly, LeSEA is entitled to a monetary recovery in an amount to be proven at trial as well as treble damages, attorneys' fees, and costs, pursuant to 15 U.S.C. § 1117.

65. LeSEA has been, and continues to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, LeSEA's reputation and the goodwill associated with the Registered LeSEA Marks will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, LeSEA is entitled to injunctive relief pursuant to 15 U.S.C. § 1116(a).

COUNT II
FALSE ASSOCIATION/FALSE ENDORSEMENT
(Against All Defendants)
(15 U.S.C. § 1125(a))

66. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

67. Defendants' use of the Infringing Marks to identify their goods and services offered via the LBC Website and elsewhere constitute false association and/or false endorsement in violation of § 43 of the Lanham Act, 15 U.S.C. § 1125(a).

68. Defendants' use of the Infringing Marks to identify their goods and services offered via the LBC Website and elsewhere is likely to create consumer confusion concerning LeSEA's endorsement of, sponsorship of, approval of, and/or affiliation with the LBC Website, the goods and services offered thereon, and Defendants themselves.

69. By reason of and as a direct and proximate result of Defendants' false association and false endorsement, Defendants have caused damage to LeSEA's business, reputation, and the goodwill associated with the LeSEA Marks, and/or have diverted donors, business, and sales from LeSEA to Defendants.

70. LeSEA is entitled to recover Defendants' profits, damages suffered by LeSEA, and the costs of this action.

71. Defendants' committed false association and false endorsement knowingly, willfully, deliberately, and maliciously, with the intent to cause confusion and mistake and to deceive. Accordingly, LeSEA is entitled to a monetary recovery in an amount to be proven at trial as well as treble damages, attorneys' fees, and costs, pursuant to 15 U.S.C. § 1117.

72. By reason of and as a direct and proximate result of Defendants' unlawful acts and practices, including those set forth above, Defendants have caused, are causing, and unless such acts and practices are enjoined by the Court, will continue to cause, immediate and irreparable harm to LeSEA, for which there is no adequate remedy at law, and for which LeSEA is entitled to injunctive relief.

COUNT III
FALSE DESIGNATION OF SOURCE AND/OR ORIGIN
(Against All Defendants)
(15 U.S.C. § 1125(a))

73. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

74. Defendants' conduct (including but not limited to their unauthorized use of the Infringing Marks), as set forth above, constitutes false designation of source and/or origin in violation of § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

75. Through the aforementioned marketing efforts, communications, and other representations and statements in interstate commerce, including the "LESEA TV" Facebook profile, Defendants have attempted to confuse consumers into falsely believing that they are donating to LeSEA or purchasing products sourced from LeSEA.

76. Defendants' conduct is likely to cause confusion, or to cause mistake, or to deceive consumers as to the source and origin of any and all goods and/or services offered by Defendants, and to falsely suggest that Defendants and their goods and/or services are sponsored by, connected to, or associated with LeSEA.

77. By reason of and as a direct and proximate result of Defendants' false designations of source and origin, Defendants have caused damage to LeSEA's business, reputation and the goodwill associated with the LeSEA Marks, and/or have diverted donors, business, and sales from LeSEA to Defendants.

78. LeSEA is entitled to recover Defendants' profits, damages suffered by LeSEA, and the costs of this action.

79. Defendants' have committed these acts of false designation of source and origin knowingly, willfully, deliberately, and maliciously, with the intent to cause confusion and mistake, and to deceive. Accordingly, LeSEA is entitled a monetary recovery in an amount to be proven at trial as well as treble damages, attorneys' fees, and costs, pursuant to 15 U.S.C. § 1117.

80. By reason of and as a direct and proximate result of Defendants' unlawful acts and practices, including those set forth above, Defendants have caused, are causing, and unless

such acts and practices are enjoined by the Court, will continue to cause, immediate and irreparable harm to LeSEA, for which there is no adequate remedy at law, and for which LeSEA are entitled to injunctive relief.

COUNT IV
UNFAIR COMPETITION
(Against All Defendants)

81. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

82. Defendants' unauthorized use of the Infringing Marks as alleged herein constitutes common law unfair competition. Defendants' use of the Infringing Marks is likely to cause confusion, mistake and/or deception as to the source or origin of Defendants' goods and/or services, and to falsely suggest that Defendants and their goods and/or services are sponsored by, connected to, or associated with LeSEA.

83. By reason of and as a direct and proximate result of Defendants' unfair competition, Defendants have caused damage to LeSEA's business, reputation and the goodwill associated with the LeSEA Marks, and/or have diverted donors, business, and sales from LeSEA to Defendants.

84. LeSEA is entitled to recover Defendants' profits, damages suffered by LeSEA, and costs of the action.

85. Defendants' committed these acts of unfair competition knowingly, willfully, deliberately, and maliciously, with the intent to cause confusion and mistake, and to deceive. Accordingly, LeSEA is entitled to a monetary recovery in an amount to be proven at trial as well as treble damages, attorneys' fees, and costs.

86. LeSEA has been, and continues to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, LeSEA's reputation

and the goodwill associated with the LeSEA Marks will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, LeSEA is entitled to injunctive relief.

COUNT V
TORTIOUS INTERFERENCE WITH CONTRACTUAL AND BUSINESS
RELATIONSHIPS
(Against Lester)

87. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

88. At all relevant times, there were ongoing and valid business and contractual relationships between LeSEA and LeSEA's clients and donors.

89. Lester knew of the ongoing business and contractual relationship between LeSEA and its clients and donors

90. Lester intentionally attempted (and continues to attempt) to interfere with ongoing and future relationships LeSEA and its clients and donors.

91. Lester's actions were and are not justified.

92. Lester committed these acts knowingly, willfully, deliberately, and maliciously, with the intent to harm LeSEA. Accordingly, LeSEA is entitled to a monetary recovery in an amount to be proven at trial as well as treble damages, attorneys' fees, and costs.

93. LeSEA has been, and continues to be, damaged by Lester's willful and unlawful activities and conduct, and unless Lester's conduct is enjoined, s will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, LeSEA is entitled to injunctive relief.

COUNT VI
COMMON LAW TRADEMARK INFRINGEMENT
(Against All Defendants)

94. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

95. LeSEA has the exclusive right to use the LeSEA Marks or any marks similar thereto in association with LeSEA's goods and services. As a result of LeSEA's continued use of the LeSEA Marks in connection with LeSEA's goods and services, the LeSEA Marks have become immediately recognizable, and LeSEA has become identified in the public mind as source for the goods and services to which the LeSEA Marks are applied.

96. LeSEA has acquired a reputation among consumers for quality and excellence, and the LeSEA Marks have come to symbolize that reputation.

97. Defendants, with knowledge of and with intentional disregard for the rights of LeSEA, used (and continue to use) the Infringing Marks in connection with their own goods and services, which are highly related to the goods and services offered by LeSEA.

98. Defendants' use of the Infringing Marks has created and continues to create a likelihood of confusion among consumers.

99. Defendants' unauthorized use of the Infringing Marks as alleged herein constitutes common law trademark infringement. Defendants' use of the Infringing Marks is likely to cause confusion, mistake and/or deception as to the source or origin of Defendants' goods and/or services, and to falsely suggest that Defendants and their goods and/or services are sponsored by, connected to, or associated with LeSEA.

100. By reason of and as a direct and proximate result of Defendants' trademark infringement, Defendants have caused damage to LeSEA's business, reputation and the goodwill associated with the LeSEA Marks, and/or have diverted donors, business, and sales from LeSEA to Defendants.

101. LeSEA is entitled to recover Defendants' profits, damages suffered by LeSEA, and costs of the action.

102. Defendants' committed these acts of common law trademark infringement knowingly, willfully, deliberately, and maliciously, with the intent to cause confusion and mistake, and to deceive. Accordingly, LeSEA is entitled to a monetary recovery in an amount to be proven at trial as well as treble damages, attorneys' fees, and costs.

103. LeSEA has been, and continues to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, LeSEA's reputation and the goodwill associated with the LeSEA Marks will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, LeSEA is entitled to injunctive relief.

COUNT VII
DECEPTION
(Against All Defendants)

104. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

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

106. Defendants have committed deception under Indiana Code § 35-43-5-3(a)(6).

107. As a direct and proximate result of Defendants' actions, Defendants have caused damage to LeSEA's business, reputation and the goodwill associated with the LeSEA Marks, and/or have diverted donors, business, and sales from LeSEA to Defendants.

108. LeSEA is entitled to recover Defendants' profits, damages suffered by LeSEA, and costs of the action.

109. Defendants' committed these acts of deception knowingly, willfully, deliberately, and maliciously, with the intent to cause confusion and mistake, and to deceive. Accordingly, LeSEA is entitled to a monetary recovery in an amount to be proven at trial and LeSEA seeks statutory remedies under the Indiana Crime Victim's Relief Act, Indiana Code § 34-24-3-1 for Defendants' violations of Indiana Code § 35-43-5-3(a)(6), including, but not limited to, treble damages, costs, and attorneys' fees.

110. LeSEA has been, and continues to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, LeSEA's reputation and the goodwill associated with the LeSEA Marks will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, LeSEA is entitled to injunctive relief.

COUNT VIII
CONVERSION
(Against All Defendants)

111. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

112. In connection with their unlawful activities in Indiana, Defendants knowingly or intentionally exerted unauthorized control over the property of LeSEA, namely the LeSEA Marks and the goodwill associated with the LeSEA Marks, by making unauthorized use of the same in the advertisement and promotion of Defendants' own goods and services.

113. LeSEA's goodwill associated with the LeSEA Marks is valuable property.

114. The LeSEA Marks are valuable property.

115. As the owner of the LeSEA Marks and the associated goodwill, LeSEA alone has the right to control and authorize the use of the LeSEA Marks and the associated goodwill.

116. Defendants obtained, took, sold, conveyed, encumbered, possessed and/or transferred all or a valuable part of LeSEA's property by making unauthorized use of the same in the advertisement and promotion of their own goods and services.

117. In connection with their unlawful activities, Defendants obtained, took, sold, conveyed, encumbered, possessed and/or transferred all or a valuable part of LeSEA's property for Defendants' own use and benefit and in exclusion and defiance of LeSEA's property interests.

118. Defendants promoted (and continue to promote) their own goods and services by infringing the LeSEA Marks and in a manner or to an extent other than that to which LeSEA consented, because LeSEA granted no such consent.

119. In connection with their unlawful activities in Indiana, Defendants misappropriated the LeSEA Marks and associated goodwill for their own use and benefit and interfered with LeSEA's control over the same.

120. As a direct and proximate result of Defendants' actions described herein, LeSEA has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial, and LeSEA seeks statutory remedies under the Indiana Crime Victim's Relief Act, Indiana Code § 34-24-3-1 for Defendants' violations of Indiana Code § 35-43-5-3, including but not limited to treble damages, costs, and attorneys' fees.

121. LeSEA has been, and continues to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, LeSEA's reputation and the goodwill associated with the LeSEA Marks will continue to suffer irreparable injury that

cannot adequately be calculated or compensated by monetary damages. Accordingly, LeSEA is entitled to injunctive relief.

COUNT IX
FORGERY
(Against All Defendants)

122. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

123. All advertisements and promotional materials associated with Defendants' goods and services that make infringing use of the LeSEA Marks are written instruments under Indiana Code § 35-43-5-1(s).

124. In connection with unlawful activities in Indiana, Defendants, with intent to defraud, made, uttered, and/or possessed written instruments, namely advertisements and promotional materials in such a manner that they purport to have been made by LeSEA.

125. Defendants were not given the authority necessary to take the actions described in the preceding paragraph.

126. As a direct and proximate result of Defendants' actions described herein, LeSEA has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial, and LeSEA seeks statutory remedies under the Indiana Crime Victim's Relief Act, Indiana Code § 34-24-3-1 for Defendants' violations of Indiana Code § 35-43-5-2(b), including but not limited to treble damages, costs, and attorneys' fees.

127. LeSEA has been, and continues to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, LeSEA's reputation and the goodwill associated with the LeSEA Marks will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, LeSEA is entitled to injunctive relief.

COUNT X
COUNTERFEITING
(Against All Defendants)

128. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

129. All advertisements and promotional materials associated with Defendants' goods and services that make use of the LeSEA Marks are written instruments under Indiana Code § 35-43-5-1(s).

130. In connection with unlawful activities in Indiana, Defendants, with intent to defraud, made, uttered, and/or possessed written instruments, namely advertisements and promotional materials in such a manner that they purport to have been made by LeSEA.

131. Defendants were not given the authority necessary to take the actions described in the preceding paragraph.

132. As a direct and proximate result of Defendants' actions described herein, LeSEA has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial, and LeSEA seeks their statutory remedies under the Indiana Crime Victim's Relief Act, Indiana Code § 34-24-3-1 for Defendants' violations of Indiana Code § 35-43-5-2(a), including but not limited to treble damages, costs, and attorneys' fees.

133. LeSEA has been, and continues to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, LeSEA's reputation and the goodwill associated with the LeSEA Marks will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, LeSEA is entitled to injunctive relief.

COUNT XI
THEFT
(Against All Defendants)

134. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

135. In connection with their unlawful activities in Indiana, Defendants knowingly or intentionally exerted unauthorized control over the LeSEA Marks with intent to deprive LeSEA of a part of their value and use by making unauthorized use of the LeSEA Marks in the advertising and promotion of Defendants' goods and services.

136. In connection with their unlawful activities in Indiana, Defendants knowingly or intentionally exerted unauthorized control over the property of LeSEA, namely the LeSEA Marks and the goodwill associated with the LeSEA Marks, by making unauthorized use of the same in the advertisement and promotion of Defendants' goods and services.

137. LeSEA's goodwill associated with the LeSEA Marks is valuable property.

138. The LeSEA Marks are valuable property.

139. As the owner of the LeSEA Marks and the associated goodwill, LeSEA alone has the right to control and authorize the use of the LeSEA Marks and the associated goodwill.

140. Defendants obtained, took, sold, conveyed, encumbered, possessed and/or transferred all or a valuable part of LeSEA's property by making unauthorized use of the same in the advertisement and promotion of their own goods and services.

141. In connection with their unlawful activities, Defendants obtained, took, sold, conveyed, encumbered, possessed and/or transferred all or a valuable part of LeSEA's property for Defendants' own use and benefit and in exclusion and defiance of LeSEA's property interests.

142. Defendants promoted (and continue to promote) their own goods and services using the LeSEA Marks and in a manner or to an extent other than that to which LeSEA consented, because LeSEA granted no such consent.

143. In connection with their unlawful activities, Defendants misappropriated the LeSEA Marks and associated goodwill for their own use and benefit and interfered with LeSEA's control over the same.

144. As a direct and proximate result of Defendants' actions described herein, LeSEA has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial, and LeSEA seeks statutory remedies under the Indiana Crime Victim's Relief Act, Indiana Code § 34-24-3-1 for Defendants' violations of Indiana Code § 35-43-4-2, including but not limited to treble damages, costs, and attorneys' fees.

145. LeSEA has been, and continues to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, LeSEA's reputation and the goodwill associated with the LeSEA Marks will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, LeSEA is entitled to injunctive relief.

COUNT XII
CRIMINAL MISCHIEF
(Against All Defendants)

146. LeSEA incorporates by reference the allegations contained in all previous paragraphs of this Complaint.

147. In connection with their unlawful activities in Indiana, Defendants knowingly or intentionally damaged or defaced the LeSEA Marks without LeSEA's consent by making unauthorized use of the LeSEA Marks in the advertisement and promotion of their goods and services.

148. LeSEA's goodwill associated with the LeSEA Marks is valuable property.

149. The LeSEA Marks are valuable property.

150. As the owner of the LeSEA Marks and the associated goodwill, LeSEA alone have the right to control and authorize the use of the LeSEA Marks and the associated goodwill. Defendants' use of the LeSEA Marks and the associated goodwill without LeSEA's consent in connection with Defendants' unlawful activities in Indiana damages and devalues the LeSEA Marks and the associated goodwill.

151. As a direct and proximate result of Defendants' actions described herein, LeSEA has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial, and LeSEA seeks statutory remedies under the Indiana Crime Victim's Relief Act, Indiana Code § 34-24-3-1 for Defendants' violations of Indiana Code § 35-43-1-2, including but not limited to treble damages, costs, and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, LeSEA prays for relief against the Defendants as follows:

a. The Defendant LBC, its officers, partners, agents, affiliates, employees, attorneys, and representatives, and all those in privity or acting in consent or participation with LBC, and each and all of them, be permanently enjoined from:

(i) Imitating, copying, reproducing, or using, in any manner, the LESEA Marks, or any other mark confusingly similar to the LESEA Marks;

(ii) Committing any act that is likely to create the impression that LBC's business, products, or services are in any way sponsored by, approved of or otherwise affiliated or connected with LeSEA, including but not limited to owning or operating websites or social media accounts the display the word "LESEA" or a mark or word that is confusingly similar to "LESEA";

(iii) Selling, offering for sale, advertising, or promoting goods or services using any simulation, reproduction, counterfeit, copy or imitation of any of the LESEA Marks or anything confusingly similar thereto;

(iv) Instructing, assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the preceding subparagraphs;

b. That Defendant LBC be required to:

(i) Deliver to LeSEA all goods and materials of any kind and in any format or media bearing the LeSEA Marks or anything confusingly similar thereto that LBC has in its possession, custody, or control, including but not limited to any domain names it owns incorporating the word “LESEA” in any manner;

(ii) Pay damages to LeSEA in an amount to be determined at trial for the injuries LeSEA has sustained as a consequence of Defendants’ unlawful acts;

(iii) Pay to LeSEA the amount of Defendant’s profits associated with Defendants’ infringing or unlawful acts;

(iv) Pay to LeSEA treble damages, or alternatively, Defendant’s profits increased in an amount that the court finds to be just, whichever is greater;

(v) Pay all of LeSEA’s litigation expenses, including its reasonable attorneys’ fees and the costs of this action; and

(vi) File with this Court and serve on LeSEA an affidavit setting forth in detail the manner and form of LBC’s compliance with the terms of this Court’s orders;

c. That the LBC Officers, and all those in privity or acting in consent or participation with Lester, and each and all of them, be permanently enjoined from:

(i) Imitating, copying, reproducing, or using, in any manner, the LESEA Marks, or any other mark confusingly similar to the LESEA Marks;

(ii) Committing any act that is likely to create the impression that LBC's business or products are in any way sponsored by, approved of or otherwise affiliated or connected with LeSEA, including but not limited to owning or operating websites or social media accounts the display the word "LESEA" or any word or mark confusingly similar to "LESEA";

(iii) Selling, offering for sale, advertising, or promoting goods or services using any simulation, reproduction, counterfeit, copy or imitation of any of the LESEA Marks or anything confusingly similar thereto;

(iv) Instructing, assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the preceding subparagraphs;

d. That each of the LBC Officers be required to:

(i) Deliver to LeSEA all goods and materials of any kind whatsoever bearing the LeSEA Marks or anything confusingly similar thereto that LBC has in its possession, custody, or control, including but not limited to any domain names it owns incorporating the word "LESEA" in any manner;

(ii) Pay damages to LeSEA in an amount to be determined at trial for the injuries LeSEA has sustained as a consequence of their unlawful acts;

(iii) Pay to LeSEA the amount of each LBC Officer's profits;

(iv) Pay to LeSEA treble damages, or alternatively, each LBC Officer's profits increased in an amount that the court finds to be just, whichever is greater;

(v) Pay all of LeSEA's litigation expenses, including its reasonable attorneys' fees and costs of this action; and

(vi) File with this Court and serve on LeSEA an affidavit setting forth in detail the manner and form of each LBC Officer's compliance with the terms of this Court's orders;

e. That LeSEA be awarded such other and further relief as the Court may deem just and proper.

REQUEST FOR TRIAL BY JURY

LeSEA respectfully requests trial by jury on all issues so triable.

Respectfully submitted,

FAEGRE BAKER DANIELS LLP

/s/ Louis T. Perry

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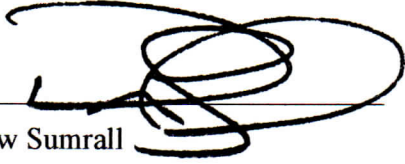
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Attorneys for LeSEA

VERIFICATION

I hereby state, under penalty of perjury, I have read this Complaint and that the information contained herein is true and accurate to the best of my knowledge.



Andrew Sumrall