

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION



Provided by:
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TRANE INTERNATIONAL INC.)	
)	
Plaintiff,)	
)	
vs.)	CASE NO.: 3:19-cv-598
)	
GRAND DESIGN RV, LLC)	
)	
Defendant.)	
)	

COMPLAINT

Plaintiff Trane International, Inc. (“Plaintiff”), for its Complaint against Defendant Grand Design RV, LLC (“Grand Design” or “Defendant”), alleges and avers as follows:

THE PARTIES

1. Plaintiff is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 800-E Beaty Street, Davidson, North Carolina 28036.

2. Upon information and belief, Defendant is a limited liability company organized and existing under the laws of the State of Indiana, with its principal place of business located at 11333 County Road 2, Middlebury, Indiana 456540.

JURISDICTION AND VENUE

3. Through this Complaint, Plaintiff asserts claims against Defendant that arise under the Lanham Act of 1946, as amended, 15 U.S.C. § 1051, *et seq.*

4. The Court has original subject matter jurisdiction over Plaintiff’s federal claims pursuant to 28 U.S.C. §§ 1331 and 1338(a) and 15 U.S.C. § 1121(a) because Plaintiff’s claims arise under the Lanham Act, 15 U.S.C. § 1051, *et seq.* Jurisdiction over the common law claim is

also appropriate under 28 U.S.C. § 1367(a) because that claim is substantially related to the federal claims.

5. This Court also has jurisdiction over this case under 28 U.S.C. § 1332(a)(1) because it is between citizens of different states and the amount in controversy exceeds seventy-five thousand dollars (\$75,000.00).

6. The Court has personal jurisdiction over Defendant in that Defendant resides in this State and, upon information and belief, has sold, and is selling, its products to customers in the State of Indiana.

7. Venue is proper in the United States District Court for the Northern District of Indiana, South Bend division, pursuant to 28 U.S.C. §§ 1391(b)(1) because Defendant resides in this judicial district. Additionally, venue is proper in this judicial district under 28 U.S.C. §§ 1391(b)(2)-(3) because a substantial part of the events giving rise to the claims herein occurred in this judicial district and because Defendant is subject to the Court's personal jurisdiction for the claims alleged herein.

BACKGROUND FACTS

8. Plaintiff designs, builds and sells a wide variety of products and services, including, without limitation, refrigeration and heating units for trucks, trailers and other vehicles.

9. Since at least as early as 1992, Plaintiff has used the trademark BUILT TO A HIGHER STANDARD in connection with air conditioners, furnaces and heat pumps, as well as installation, repair and maintenance of heating, ventilation and air conditioning products.

10. Plaintiff owns U.S. Trademark Registration Number 5,380,586 for the trademark BUILT TO A HIGHER STANDARD covering "air conditioners; furnaces; heat pumps" in Class

11 and “installation, repair, and maintenance of heating, ventilating, and air conditioning products” in Class 37 (the “BUILT TO A HIGHER STANDARD Mark”).

11. Attached as Exhibit A is a true and correct copy of the Certificate of Registration for the BUILT TO A HIGHER STANDARD Mark.

12. The foregoing registration for the BUILT TO A HIGHER STANDARD Mark is in full force and effect.

13. Plaintiff sells millions of dollars’ worth of its air conditioners, furnaces and heat pumps under the BUILT TO A HIGHER STANDARD Mark each year in the United States, and Plaintiff has spent, and continues to spend, millions of dollars annually to advertise and promote such products. For example, Plaintiff’s sales of air conditioners, furnaces and heat pumps was over \$700 million in 2018.

14. Plaintiff sells its high-quality air conditioners, furnaces and heat pumps under the BUILT TO A HIGHER STANDARD Mark in the United States, including in Indiana.

15. The BUILT TO A HIGHER STANDARD Mark is inherently distinctive.

16. Plaintiff has acquired secondary meaning in the BUILT TO A HIGHER STANDARD Mark long before the acts of Defendant complained of herein as a result of Plaintiff’s long and continuous use of said mark; its substantial sales, advertising and promotional activities under the mark; and Plaintiff’s substantial presence in the marketplace.

17. As a result of its long use and substantial promotion of the BUILT TO A HIGHER STANDARD Mark, Plaintiff has established valuable goodwill and recognition in and to such marks.

NATURE OF THE CASE

A. Defendant's Unlawful Activities.

18. Plaintiff brings this action to stop Defendant's unfair competition with Plaintiff arising from Defendant's willful infringement of Plaintiff's BUILT TO A HIGHER STANDARD Mark.

19. Defendant displays and uses the BUILT TO A HIGHER STANDARD Mark on goods such as temperature control devices incorporated into recreational vehicles offered for sale to customers in the State of Indiana and elsewhere.

20. Below is a true and correct copy of a portion of advertising material which appeared on Defendant's website at <https://www.granddesignrv.com/sites/default/files/brochures/Momentum-Brochure-012519lq.pdf>, which unmistakably depicts an exact copy of Plaintiff's BUILT TO A HIGHER STANDARD Mark in connection with information about heating systems installed on recreational vehicle named "Momentum."

BUILT TO A HIGHER STANDARD

MAXIMUM FUNCTION

UP TO 40,000 BTU OF HEATING POWER
A high performance furnace (and a fireplace on fifth wheels) deliver the heat.

EVENFLOW HEATING SYSTEM
Vertically mounted heat vents integrated into the cabinet bases, push hot air from front to back (rather than straight up). This also means that there are no heat vents in the middle of the floor to collect dirt and debris and that can be broken easily.

HEATED UNDERBELLY & STORAGE BAY
To force heat into these compartments, dedicated heat ducts run to both the underbelly and storage bay. The enclosed utility center with low point drains (FW only) provides functional water systems even in extreme cold.

MAXIMUM INSULATION

1 THERMAL ROOF DESIGN (R-40)*
Fiberglass insulation and a layer of radiant foil insulation cover the roof. Grand Design goes further by extending both insulation layers the full length of the roof and around to the bottom of the front cap and pinbox area.

2 FULLY LAMINATED WALLS (R-11)*
Sidewalls, ramp door, slideroom endwalls, and slideroom roof are all welded aluminum framed and laminated with rigid foam insulation. Many others use wood framing and soft fiberglass insulation in the sliderooms that can settle over time and leave uninsulated air gaps.
The G-Class Travel Trailer Features Fully Laminated Walls Rated at R-7*

3 TRIPLE INSULATED MAIN FLOOR (R-40)*
The underbelly is lined with a radiant foil insulation barrier (Layer 1) and is then covered with fiberglass insulation that wraps all the way up the sides of the frame rails (Layer 2). The main floor enhances the R-Value with yet another layer of foil (Layer 3).
Slideroom Floors are R-24*

21. Attached hereto as Exhibit B is a true and correct copy of the full advertisement referenced in Paragraph 20.

22. Attached hereto as Exhibit C is a true and correct copy of advertising material which appeared on Defendant's website at <https://www.granddesignrv.com/sites/default/files/brochures/Imagine-Brochure-111418lq.pdf> which depicts an exact copy of Plaintiff's BUILT TO A HIGHER STANDARD Mark in connection with information about heating systems installed on recreational vehicle named "Imagine."

23. Attached hereto as Exhibit D is a true and correct copy of advertising material which appeared on Defendant's website at <https://www.granddesignrv.com/sites/default/files/brochures/Reflection-Brochure-020519lq.pdf> which depicts an exact copy of Plaintiff's BUILT TO A HIGHER STANDARD Mark in connection with information about heating systems installed on recreational vehicle named "Reflection."

24. Defendant is not authorized to use Plaintiff's registered BUILT TO A HIGHER STANDARD Mark or to otherwise claim that it is affiliated with, or sponsored or endorsed by, Plaintiff.

25. Defendant's use of the BUILT TO A HIGHER STANDARD Mark in connection with heating systems installed in recreational vehicles is identical and confusingly similar to Plaintiff's BUILT TO A HIGHER STANDARD Mark and is likely to confusion, mistake and to deceive third-parties as to the affiliation, connection or association of Defendant's products with Plaintiff.

B. **Plaintiff's Futile Attempts At Resolving The Dispute.**

26. On March 6, 2018, Plaintiff sent Defendant a letter, identifying Plaintiff's rights in the BUILT TO A HIGHER STANDARD Mark and demanding that Defendant cease its unauthorized use of the mark.

27. Plaintiff did not receive a response to its March 6, 2018 letter and sent a follow up letter to Defendant on April 13, 2018.

28. On April 24, 2018, Defendant's counsel responded to the letter and ultimately refused to cease use of the BUILT TO A HIGHER STANDARD Mark, offering instead to use the designation RV'S BUILT TO A HIGHER STANDARD.

29. On February 22, 2019, Plaintiff's counsel responded by letter, reiterating Plaintiff's demand that Defendant cease use of the BUILT TO A HIGHER STANDARD Mark.

30. When Plaintiff's counsel did not receive a substantive response to its February 22, 2019 letter, it followed up with Defendant's counsel on March 21, 2019, April 17, 2019, May 2, 2019 and May 17, 2019.

31. Despite these multiple follow-ups, Defendant has not confirmed that it has ceased any and all use of the BUILT TO A HIGHER STANDARD Mark.

32. Defendant is fully aware of Plaintiff's rights arising under trademark law but refuse to respect them.

33. Upon information and belief, Defendant intentionally sought and continues to seek to cause consumer confusion, mistake, and deception through its use of the BUILT TO A HIGHER STANDARD Mark.

34. Accordingly, Plaintiff hereby seeks to enjoin Defendant from using Plaintiff's BUILT TO A HIGHER STANDARD Mark for the marketing and sale of goods and services, and from falsely claiming association with, or sponsorship or endorsement by, Plaintiff.

FIRST CLAIM FOR RELIEF
Federal Trademark Infringement
(15 U.S.C. § 1114)

35. Plaintiff realleges the allegations contained in paragraphs 1 through 34, inclusive, of this Complaint as though fully set forth herein.

36. Defendant's actions described above and specifically, without limitation, its unauthorized use of a mark which is identical and confusingly similar to the BUILT TO A HIGHER STANDARD Mark in commerce to advertise, promote, market and sell Defendant's goods and services throughout the United States, including Indiana, constitute infringement of Plaintiff's federally registered trademark in violation of 15 U.S.C. §1114.

37. Defendant's actions, if not enjoined, will continue. Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial consisting of, among other things, diminution in the value of and goodwill associated with the BUILT TO A HIGHER STANDARD Mark, and injury to Plaintiff's business. Plaintiff is therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

38. Pursuant to 15 U.S.C. §1117, Plaintiff is entitled to recover damages in an amount to be determined at trial, profits made by Defendant in connection with its unauthorized use of the BUILT TO A HIGHER STANDARD Mark, and the costs of this action.

39. Upon information and belief, Defendant's actions are willful, and Defendant intentionally caused and continues to cause confusion, mistake, or deception, making this an

exceptional case entitling Plaintiff to recover additional treble damages and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

SECOND CLAIM FOR RELIEF
Federal Unfair Competition and Trademark Infringement
(15 U.S.C. 112(a))

40. Plaintiff realleges the allegations contained in paragraphs 1 through 39, inclusive, of this Complaint as though fully set forth herein.

41. Defendant's actions described above and specifically, without limitation, its unauthorized use of a mark which is identical and confusingly similar to the BUILT TO A HIGHER STANDARD Mark in commerce to advertise, promote, market and sell Defendant's products throughout the United States, including Indiana, constitute federal unfair competition and trademark infringement in violation of 15 U.S.C. § 1125(a).

42. Defendant's actions, if not enjoined, will continue. Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial consisting of, among other things, diminution in the value of and goodwill associated with the BUILT TO A HIGHER STANDARD Mark, and injury to Plaintiff's business. Plaintiff is therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

43. Pursuant to 15 U.S.C. §1117, Plaintiff is entitled to recover damages in an amount to be determined at trial, profits made by Defendant in connection with its unauthorized use of the BUILT TO A HIGHER STANDARD Mark, and the costs of this action.

44. Upon information and belief, Defendant's actions are willful, and Defendant intentionally caused and continues to cause confusion, mistake, or deception, making this an exceptional case entitling Plaintiff to recover additional treble damages and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

THIRD CLAIM FOR RELIEF
Common Law Unfair Competition

45. Plaintiff realleges the allegations contained in paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

46. Defendant's actions complained of herein constitute unfair competition under the common law of the State of Indiana.

47. Defendant's actions have caused and will likely continue to cause confusion, mistake, and deception among consumers.

48. Defendant's unfair competition has caused and will continue to cause damage to Plaintiff, including irreparable harm for which there is no adequate remedy at law.

49. As a consequence of Defendant's unfair competition, Plaintiff is entitled to damages and injunctive relief ordering Defendant to cease this unfair competition.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for relief against Defendant as follows:

1. That Plaintiff be granted injunctive relief under 15 U.S.C. § 1051 *et seq.* restraining and enjoining Defendant and its agents, partners, servants, employees, officers, attorneys, managers, successors and assigns, and all persons acting in concert with or on behalf of Defendant from:

- a. Using the BUILT TO A HIGHER STANDARD Mark, or any substantially similar version thereof, or committing any other act that falsely represents or advertises or that has the effect of falsely representing or advertising that Defendant's goods and services are authorized, sponsored or endorsed by Plaintiff;

- b. Otherwise infringing Plaintiff's BUILT TO A HIGHER STANDARD Mark; and
 - c. Unfairly competing with Plaintiff;
2. That Defendant be required to account for all gains, profits, and advantages derived from any acts of infringement, unfair competition and for its other violations of law;
 3. That Defendant be required to pay over to Plaintiff the actual damages, in an amount to be determined at trial, that Plaintiff has suffered by Defendant's infringement of the BUILT TO A HIGHER STANDARD Mark and including but not limited to any profits derived by Defendant from its infringement and unfair competition;
 4. That Defendant be ordered to pay Plaintiff an award of treble damages as provided by § 35(a) of the Lanham Act (15 U.S.C. 1117(a));
 5. That such damages and profits be trebled and awarded to Plaintiff and that it is awarded its costs, attorneys' fees and expenses in this suit under 15 U.S.C. § 1117, as a result of Defendant's willful, intentional, and deliberate acts in violation of the Lanham Act; and
 6. That Plaintiff has such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff hereby demands trial by jury as to all claims and defenses in this action pursuant to Fed. R. Civ. Pro. 38(b).

Dated: August 7, 2019

Respectfully Submitted,

/s/ John D. LaDue

John D. LaDue (19039-71)

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