

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION



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TRIPLE LLL TRUCK REPAIR, INC.,)
)
Plaintiff,)
)
vs.)
)
TRIPLE LLL, INC., and)
MAURICE LONG,)
)
Defendants.)

Case No.: 3:21-cv-282
Jury Trial Demanded

Complaint for Trademark Infringement, Injunctive Relief, and Damages

Plaintiff Triple LLL Truck Repair, Inc., by counsel, submits its Complaint for Trademark Infringement, Injunctive Relief, and Damages, and states as follows:

Jurisdiction and Venue

1. This is an action for trademark infringement, under *inter alia*, the Lanham Act, 15 U.S.C. §§ 1051, *et seq.*
2. This Court has subject matter jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331 and 1338 and 15 U.S.C. § 1121.
3. Venue is proper under, *inter alia*, 28 U.S.C. §§ 1391 and 1400 in that, on information and belief, a substantial part of the events giving rise to this action occurred in this judicial district, and the Defendants are subject to personal jurisdiction in the district.
4. This Court may exercise personal jurisdiction over the corporate Defendant because its place of incorporation and principal place of business are in Indiana and may exercise personal jurisdiction over the individual Defendant because he is a resident and citizen of the State of Indiana.

The Parties

5. Plaintiff, Triple LLL Truck Repair Inc. (“Triple LLL Truck Repair”), is an Indiana corporation with a principal place of business in Huntington County, Indiana.

6. Defendant Triple LLL Inc. (“Triple LLL”), is an Indiana corporation with a principal place of business in Wabash County, Indiana.

7. Defendant Maurice Long is an individual citizen of Wabash County, Indiana.

8. Defendant Maurice Long is, upon information and belief, the President of Triple LLL.

9. Defendant Maurice Long, upon information and belief, has directed and controlled the actions of Triple LLL, and is thus liable for Triple LLL’s infringement.

Factual Allegations

10. On or about February 10, 2012, Triple LLL Truck Repair and Triple LLL entered into an Asset Purchase Agreement (the “Agreement”), a true and correct copy of which is attached hereto as “Exhibit 1.”

11. Under the terms of the Agreement, Triple LLL Truck Repair purchased all of Triple LLL’s assets other than Triple LLL’s cash or accounts receivable, motor vehicles owned by Triple LLL that were not identified in the Agreement, and personal items of Maurice Long that were identified in the Agreement.

12. The assets purchased by Triple LLL Truck Repair included, but were not limited to, goodwill, other intangible assets, and all business tangible personal property of Triple LLL that was not specifically excluded.

13. Triple LLL Truck Repair has since operated as a full-service maintenance and repair facility for all makes and models of private and commercial vehicles and equipment.

14. Triple LLL Truck Repair has used in commerce the trademark “Triple LLL” (the “Mark”) as part of its operations.

15. Screenshots from Triple LLL Truck Repair’s website showing the use of the Mark are attached hereto as “Exhibit **2**.”

16. Triple LLL Truck Repair is the owner of all right, title, and interest in United States Trademark Registration No. 6,209,305 in connection with retail store services featuring tractor, truck, and trailer parts and tractor, truck, and trailer maintenance, repair, and tire alignment (the “Registration”). A true and correct copy of the Registration Certificate is attached hereto as “Exhibit **3**.”

17. The Registration is prima facie evidence of the Registration’s validity and Triple LLL Truck Repair’s exclusive right to use the Mark in commerce and connection with retail store services featuring tractor, truck, and trailer parts and tractor, truck, and trailer maintenance, repair, and tire alignment.

18. The Registration is constructive notice of Triple LLL Truck Repair’s ownership of the Mark.

19. Triple LLL Truck Repair has been using the Mark in commerce and in connection with retail store services featuring tractor, truck, and trailer parts and tractor, truck, and trailer maintenance, repair, and tire alignment since 2012, and has developed a significant customer base in Indiana.

20. The Mark is recognized and has developed significant goodwill and is associated with, among other things, high quality and dependable maintenance and repair work on trucks and other vehicles.

21. Triple LLL has begun operating a truck repair facility operating under the name “Triple LLL, Inc. Truck and Trailer Services” and “Triple LLL, Inc. Truck and Trailer Repair Services.”

22. Triple LLL operates its business out of a building that Triple LLL Truck Repair previously used for its business operations.

23. A screenshot of a Facebook page showing Triple LLL’s website indicating that Triple LLL operates a truck repair shop in Wabash, Indiana is attached hereto as “Exhibit 4.”

24. A screenshot of Triple LLL’s website indicating that Triple LLL sells retail parts is attached hereto as “Exhibit 5.”

25. A screenshot of Triple LLL’s building using the Mark on its sign is attached hereto as “Exhibit 6.”

26. A picture of the Mark appearing on a sign in front of the building Triple LLL uses for its operations is attached hereto as “Exhibit 7.”

27. Defendants are not, and have never been, authorized by Triple LLL Truck Repair to use the Mark or any mark confusingly similar to the Mark.

28. The use by Defendants of the Mark is likely to cause confusion and to deceive the public into believing that the Defendants are connected with or affiliated with Triple LLL Truck Repair.

29. Triple LLL operates out of the same location that Triple LLL Truck Repair previously used and Triple LLL has actively solicited customers of Triple LLL Truck Repair.

30. The use by Defendants of the Mark has caused actual confusion to vendors and customers of Triple LLL Truck Repair.

31. The Defendants have actual knowledge of, and are willfully infringing, Triple LLL Truck Repair's rights in the Mark.

32. As a result of Defendants actions, Triple LLL Truck Repair has suffered and continues to suffer substantial damages and irreparable injury.

33. Triple LLL Truck Repair has no adequate remedy at law and will have no adequate remedy unless Defendants are restrained by this Court, because Defendants' infringement will continue to cause damage and irreparable injury to Triple LLL Truck Repair and to its goodwill and business reputation.

34. Triple LLL Truck Repair cannot ascertain the precise amount of its damages at this time.

Count I – Federal Trademark Infringement

35. Triple LLL Truck Repair incorporates the preceding paragraphs by reference.

36. Notwithstanding Triple LLL Truck Repair's right, title, and interest in connection with the Mark and the associated goodwill, Defendants have continued to use the Mark with actual and/or constructive knowledge and/or reckless disregard of Triple LLL Truck Repair's rights.

37. On information and belief, Defendants have purposefully and willfully used the Mark to confuse the public into believing their business is or is associated with

Triple LLL Truck Repair, and/or to misappropriate Triple LLL Truck Repair's Mark through their use of the Internet, advertising, and through selling goods or providing services.

38. Defendants' use of the infringing Mark in selling and advertising Triple LLL's products or services is likely to cause confusion, mistake, and deception among consumers as to the source, affiliation, connection, association, origin, or approval of the goods and services and to falsely suggest a sponsorship, connection, license, affiliation or association between Triple LLL Truck Repair and the Defendants, all in violation of Lanham Act § 32, 15 U.S.C. § 1114.

39. Defendants' continued use of the Mark and their infringement has injured Triple LLL Truck Repair, and if permitted to continue, will further injure Triple LLL Truck Repair by damaging its reputation and causing additional monetary damages.

40. Defendants' continued and knowing use of the Mark, or their reckless disregard, constitutes willful and/or intentional infringement and unfair competition, and this case is therefore exceptional under the Lanham Act.

41. Triple LLL Truck Repair has no adequate remedy at law and, if Defendants are not enjoined, Triple LLL Truck Repair will suffer substantial irreparable harm and injury to its goodwill and reputation.

42. Triple LLL Truck Repair cannot ascertain the precise amount of its damages at this time, but is entitled to recover monetary damages, including, but not limited to, actual damages, treble damages, reasonable attorneys' fees, and costs.

43. Triple LLL Truck Repair is also entitled to recover Defendants' ill-gotten profit.

44.

Count II – False Designation of Origin and Unfair Competition

45. Triple LLL Truck Repair incorporates the preceding paragraphs by reference.

46. Defendants' actions in adopting, marketing, reproducing, publicly displaying, selling, offering to sell, and/or providing services using the Mark without Triple LLL Truck Repair's consent constitute unfair competition and false designation of origin in violation of 15 U.S.C. § 1125(a) and have caused, and continue to cause, a substantial effect on interstate commerce in that a likelihood of confusion, mistake, and deception exists in the minds of the consuming public as to the source, sponsorship, affiliation, and/or connection of Defendants' goods and services.

47. By reason of the foregoing, Triple LLL Truck Repair has been injured in an amount to be proven.

48. In addition, as a result of Defendants' unlawful acts, Triple LLL Truck Repair has suffered and will continue to suffer irreparable harm, and Triple LLL Truck Repair has no adequate remedy at law with respect to this injury.

49. Unless the acts of Defendants are enjoined by the Court, Triple LLL Truck Repair will continue to suffer such harm.

50. Defendants' actions have been knowing, intentional, wanton, and willful, or done with reckless disregard of Triple LLL Truck Repair's rights, entitling Triple LLL Truck Repair to damages, treble damages, ill-gotten profits, reasonable attorneys' fees, statutory damages, and the costs of this action.

Prayer for Relief

WHEREFORE, Plaintiff Triple LLL Truck Repair prays for the entry of a judgment from this Court:

(1) that Defendants and their officers, agents, servants, employees, licensees, assignees, transferees, successors, attorneys, and those persons in active concert or participation with them who receive actual notice of the Court's order, be preliminarily and permanently enjoined from:

(a) using the Mark or any variation of the term "Triple LLL" in marketing, advertising, and/or sales of truck or trailer parts, maintenance, or repair;

(b) using the Mark or any variation of the term "Triple LLL," specifically including, but not limited to, any term that includes "Triple LLL" or a misspelling of "Triple LLL," for services, on the Internet, as domain names or meta tags, or otherwise engaging in acts or conduct that would cause confusion as to the source, sponsorship, or affiliation of Defendants to Triple LLL Truck Repair;

(c) diluting, blurring, passing off, or falsely designating the origin of the Mark and from further injuring Triple LLL Truck Repair's goodwill and reputation; and

(d) doing any other act or thing likely to induce the belief that Defendants' businesses, services, or products are in any way connected with, sponsored, affiliated, licensed, or endorsed by Triple LLL Truck Repair;

(2) preliminary and permanently ordering and directing Defendants to take any and all action necessary to remove any and all of Defendants' references to the Mark or any variation of the term "Triple LLL," specifically including, but not limited to, any term that includes "Triple LLL" or a misspelling of "Triple LLL," in connection with their promotion, marketing, advertising, and/or sales of truck or trailer parts, repair services, or maintenance services;

(3) that Defendants, in accordance with 15 U.S.C. § 1116(a), be directed to file with this Court and serve upon Plaintiff, within thirty days after service of the permanent injunction, a report in writing, under oath, setting forth in detail the manner and form in which Defendants have complied with the permanent injunction;

(4) awarding Triple LLL Truck Repair, in accordance with 15 U.S.C. § 1117, three times its actual damages sustained as a result of Defendants' willful wrongful actions, including the infringement of federally-registered trademarks, infringement of common law rights, false designation of origin, and employing unfair methods of competing with Triple LLL Truck Repair;

(5) awarding Triple LLL Truck Repair interest, costs, and reasonable attorneys' fees incurred in connection with this action; and

(6) awarding Triple LLL Truck Repair such other and further relief as this Court may deem to be just.

Demand for Jury Trial

Plaintiff hereby demands a trial by jury, pursuant to Rule 38 of the Federal Rules of Civil Procedure, as to all issues in this lawsuit.

Respectfully Submitted,

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