

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA



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LAFAYETTE VENETIAN BLIND, INC.)	
)	
Plaintiff,)	Case No.
)	
vs.)	
)	
)	
COULISSE DISTRIBUTION LLC and)	
COULISSE HOLDING USA INC.)	
)	
Defendants.)	
)	

COMPLAINT

Comes now Plaintiff, Lafayette Venetian Blind, Inc., by counsel, and files this Complaint against the Defendants **Coulisse Distribution LLC** and **Coulisse Holding USA Inc.** (each a “Defendant” and together, “Defendants”), and alleges and says:

Introduction

1. Plaintiff Lafayette Venetian Blind, Inc. (“LVB”) brings this lawsuit to protect the substantial goodwill that LVB has developed in its distinctive “GENESIS” trademark. LVB’s federally registered GENESIS trademark has gained a reputation as being a source of high-quality window treatments and blinds.

2. The goodwill and reputation for quality that LVB has cultivated is threatened by Defendants’ actions. Defendants have used and continue to use the term “GENESIS” as a trademark to sell goods which are competitive to goods offered by LVB under the GENESIS mark. Unless Defendants are enjoined from using the term “GENESIS,” such use will continue to cause confusion and will cause irreparable harm to LVB.

3. In this action, LVB seeks declaratory relief, injunctive relief, damages, and other appropriate relief arising from Defendants' willful acts of trademark infringement and unfair competition.

Jurisdiction and Venue

4. This is a civil action for trademark infringement and false designation of origin, arising under the trademark laws of the United States, 15 U.S.C.A. §§ 1051-1127, and for corresponding common law claims and remedies arising under Indiana law.

5. This Court has subject matter jurisdiction over these claims pursuant to 28 U.S.C.A. §§ 1331, 1332(a), and 1338(a) and (b) because this action involves substantial claims arising under federal trademark law.

6. This Court has supplemental jurisdiction over LVB's state law claims under 28 U.S.C.A. § 1367.

7. This Court has personal jurisdiction over Defendants. Defendants have promoted their goods under the infringing mark in Indiana and have transacted business by offering to sell their goods within Indiana under the infringing mark. Defendants have engaged in activity within Indiana and this judicial district, having purposefully availed themselves of the privilege of conducting activities in Indiana. Defendants have caused injury to LVB within Indiana and within this judicial district.

8. This venue is proper in this judicial district pursuant to 28 U.S.C.A. § 1391 as Defendants sell their products in this district and a substantial part of the events giving rise to LVB's claims occurred and are continuing to occur in this district.

Parties

9. Plaintiff LVB is an Indiana for-profit corporation with its principal place of

business in West Lafayette, Indiana. LVB conducts business under the business name “Lafayette Interior Fashions”.

10. Defendant Coulisse Distribution LLC is a Florida limited liability company and maintains its principal place of business in Miami, Florida.

11. Defendant Coulisse Holding USA, Inc. is a Florida for-profit corporation and maintains its principal place of business in Miami, Florida.

Allegations Relevant to All Counts

12. LVB is engaged in the business of designing, manufacturing and selling window treatments, blinds, and shades.

13. LVB produces products under the trademark “GENESIS” and owns and enjoys common law rights in and throughout the United States in the trademark “GENESIS”.

14. LVB sells its GENESIS-branded products throughout the United States and uses its GENESIS mark to identify products sold by LVB in interstate commerce.

15. LVB has a federal trademark registration for the word “GENESIS” (Registration No. 3344243) in International Class 20 for “window blinds, window shades, and venetian blinds.” A true and accurate copy of the registration certificate for this trademark is attached hereto as **“Exhibit A.”**

16. The GENESIS mark has acquired goodwill and distinctiveness such that persons seeking window treatments, blinds, and shades associate the GENESIS mark with LVB.

17. Defendants promote and sell a certain brand of window treatments and window treatment components under the name “GENESIS.”

18. Defendants operate a website at the address <https://coulisse.com/>. Within this website, Defendants have a webpage (<https://publications.coulisse.com/americas-roller->

collection-genesis/page/1) for their “Roller Blinds” products. The products featured in this webpage feature the word “GENESIS”.

19. **“Exhibit B”** contains printouts of Internet web pages of Defendants’ website, showing the use by Defendants of the terms “GENESIS”, “GENESIS INDEX”, “GENESIS ESSENTIAL”, “GENESIS EXPLORE”, “GENESIS REFLECTION”, “GENESIS AMAZON”, “GENESIS GLOW”, “GENESIS LINEN”, “GENESIS NOBLE”, “GENESIS RINGS”, GENESIS SATINE”, and “GENESIS STYLE”, (together, the “Infringing Marks”).

20. Defendants’ use of the Infringing Marks on its products is likely to cause confusion with LVB’s products because the Infringing Marks are identical or nearly identical to LVB’s GENESIS mark in sound, appearance, and meaning.

21. Defendants’ deployment of the Infringing Marks is highly misleading and persons who have purchased Defendants’ GENESIS-branded products have been deceived.

22. LVB has made demand on the Defendants to cease and desist from Defendants’ use of the Infringing Marks. The Defendants have failed to do so.

Count I – Declaratory Relief

23. LVB hereby incorporates the above paragraphs by reference.

24. This is an action for declaratory judgment pursuant to 28 U.S.C.A. § 2201 and Fed. R. Civ. P. 57.

25. Through their conduct, Defendants claim the right to use the term “GENESIS” in connection with the sale of window treatments, blinds and shades. LVB vigorously disputes this contention. There exists an actual controversy between LVB and Defendants, within the jurisdiction of this Court, involving the rights, duties, and obligations of the parties, which controversy may be determined by a judgment of this Court, without other suits.

26. LVB requests that the Court issue declaratory relief in favor of LVB and against the Defendants as follows:

- a. LVB owns and enjoys rights in Indiana and throughout the United States in and to the term “GENESIS” for manufacturing, designing, and selling window treatments, blinds, shades, and related products.
- b. LVB’s rights are superior to any rights which Defendants may claim in and to the use of the term “GENESIS”.

Count II – Lanham Act – Trademark Infringement (15 U.S.C.A. § 1114)

27. LVB hereby incorporates the above paragraphs by reference.

28. Upon information and belief, Defendants’ use of the Infringing Marks has been willful and deliberate, designed specifically to trade upon the valuable goodwill associated with LVB’s GENESIS mark.

29. LVB’s goodwill in the GENESIS mark is extremely valuable, and LVB will suffer irreparable harm should infringement be allowed to continue to the detriment of LVB’s trade reputation and goodwill. Defendants’ infringement will continue unless enjoined by this Court. If not enjoined, Defendants’ infringement is likely to cause confusion as to the source of Defendants’ goods, and detriment to LVB’s trade reputation and goodwill, and the public will likely associate the goods with, and as originating with, LVB, all to the detriment of LVB.

30. LVB has given notice that the GENESIS mark is registered in the U.S. Patent and Trademark Office by displaying the GENESIS mark with a symbol consisting of the letter “R” enclosed within a circle (®) and by giving Defendants actual notice of LVB’s registration.

31. Notwithstanding LVB's established rights in the GENESIS mark, Defendants adopted and used the confusingly similar Infringing Marks in interstate commerce in connection with the sale and offering for sale of window treatments, blinds, shades, and related products.

32. On information and belief, Defendants have advertised and offered their goods for sale using the Infringing Marks with the intention of misleading, deceiving, or confusing purchasers as to the origin of its goods and of trading on LVB's reputation and goodwill. Defendants' use of the Infringing Marks constitutes willful, deliberate, and intentional trademark infringement.

33. Without LVB's consent, Defendants have used and continue to use the Infringing Marks in connection with the sale, offering for sale, distribution, and advertising of its goods.

34. Defendants have constructive notice and actual notice to cease and desist from Defendants' acts of trademark infringement and has actual notice of LVB's GENESIS trademark registration. See "Exhibit C".

35. Nonetheless, Defendants have continued to engage in its infringing activity in interstate commerce despite having constructive and actual notice of LVB's federal registration rights.

36. Defendants' actions are likely to mislead the public into concluding that its goods originate with or are authorized by LVB, which will damage both LVB and the public.

37. As a direct and proximate result of Defendants' trademark infringement, LVB has suffered and will continue to suffer loss of income, profits, and goodwill; and Defendants will continue to unfairly acquire income, profits, and goodwill.

38. Defendants' acts of infringement will cause further irreparable injury to LVB if Defendants are not restrained by this Court from further violation of LVB's rights. LVB has no adequate remedy at law.

**Count III – Lanham Act –
Unfair Competition and False Designation of Origin (15 U.S.C.A. § 1125(a))**

39. LVB hereby incorporates the above paragraphs by reference.

40. LVB alleges federal unfair competition under 15 U.S.C.A. § 1125(a).

41. Defendants have used false or misleading descriptions of fact, or false or misleading representations of fact, in interstate commerce regarding use of the term "GENESIS" which is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association with LVB.

42. The actions of Defendants as alleged herein constitute intentional, willful, knowing, and deliberate unfair competition.

43. LVB has been damaged by Defendants' acts. Any failure or defect attributable to Defendants will reflect adversely on LVB as the believed source of origin, hampering LVB's efforts to continue to protect its outstanding reputation for high-quality window treatments, blinds, and shades.

44. As a direct and proximate result of Defendants' unfair competition, LVB has suffered and will continue to suffer loss of income, profits, and goodwill; and Defendants have and will continue to unfairly acquire income, profits, and goodwill.

45. Defendants' acts of unfair competition will cause further irreparable injury to LVB if Defendants are not restrained by this Court from further violation of LVB's rights. LVB has no adequate remedy at law.

Count IV – Common Law Trademark Infringement

46. LVB hereby incorporates the above paragraphs by reference.

47. Defendants' use of the Infringing marks infringed LVB's common law trademark rights in the GENESIS mark.

48. Defendants' infringement is without permission or authority and is likely to cause confusion, to cause mistake, and to deceive as to the affiliation, connection, or association of Defendants' products with LVB.

49. Defendants' above-alleged acts have been committed with the intent to cause confusion and to deceive purchasers.

50. Defendants are trading on the valuable goodwill associated with LVB's usage of the GENESIS mark.

51. LVB's goodwill in the GENESIS mark is extremely valuable, and LVB will suffer irreparable harm should infringement be allowed to continue to the detriment of its trade reputation and goodwill.

52. As a direct and proximate result of Defendants' infringement, LVB has suffered and will continue to suffer loss of income, profits, and goodwill; and Defendants have and will continue to unfairly acquire income, profits, and goodwill.

53. Defendants' infringement will continue unless enjoined by this Court. Defendants' acts of infringement will cause further irreparable injury to LVB if Defendants are not restrained by this Court from further violation of LVB's rights. LVB has no adequate remedy at law.

WHEREFORE, Plaintiff, Lafayette Venetian Blind, Inc. prays for entry of a judgment in favor of Plaintiff and against Defendants:

A. Declaring that:

- i. LVB owns and enjoys common law rights in and throughout the United States in and to the term “GENESIS” for branding on window treatments, blinds, shades, and other related products, and
 - ii. LVB’s rights in the GENESIS mark are superior to any rights which Defendants may claim in and to the use of the term “GENESIS”;
- B. Entering a judgment that LVB’s registered GENESIS trademark has been and continues to be infringed by Defendants in violation of 15 U.S.C.A. § 1114(1);
- C. Entering a judgment that Defendants’ use of the term “GENESIS” constitutes federal unfair competition in violation of 15 U.S.C.A. § 1125(a);
- D. Entering a judgment that Defendants’ use of the term “GENESIS” constitutes common law trademark infringement under Indiana law;
- E. Permanently enjoining and restraining the Defendants and each of their agents, representatives, employees, officers, attorneys, successors, assigns, affiliates, and any persons in privity or active concert or participation with any of them from using the term “GENESIS” alone or in combination with other words or symbols, as a trademark or trade name component or otherwise, to market, advertise, distribute or identify Defendants’ products where that designation would create a likelihood of confusion, mistake, or deception with LVB’s GENESIS trademark;
- F. Mandating that Defendants delete all software and electronic forms and packaging, labels, sales material, press releases, promotional material, advertising material, and stationery which employ the term “GENESIS” in any substantial part;
- G. Mandating that Defendants deliver up to LVB to be held for destruction at the conclusion of this action any and all hard copies of packaging, labels, sales material, press releases,

promotional material, advertising material, stationery, plates, and other materials that employ the term GENESIS in any substantial part;

- H. Pursuant to 15 U.S.C.A. § 1116(a), directing Defendants to file with the Court and serve on LVB within thirty (30) days after issuance of an injunction, a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;
- I. Pursuant to 15 U.S.C.A. § 1118, requiring that Defendants and all others acting under Defendants' authority, at its cost, be required to deliver up and destroy all devices, literature, advertising, labels, and other material in its possession bearing the infringing designation;
- J. Awarding LVB statutory damages for Defendants' acts of infringement and unfair competition, pursuant to 15 U.S.C.A. § 1117;
- K. Awarding LVB all profits received by Defendants from sales and revenues of any kind made as a result of their willful and intentional infringing actions, said amount to be trebled, after an accounting, pursuant to 15 U.S.C.A. § 1117;
- L. Awarding LVB its reasonable attorneys' fees and costs pursuant to 15 U.S.C.A. § 1117; and
- M. Granting LVB such other and further relief as the Court may deem just.

JURY DEMAND

Plaintiff requests trial by jury on all issues so triable.

Respectfully Submitted,

/s/ William P. Kealey
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