

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF LOUISIANA**

CHAMELEON CHAIRS, LLC
Plaintiff

v.

**LUX EVENT RENTAL, LLC AND
UNNISHA PAIGE,**
Defendants

CASE NO.:

JUDGE:

MAGISTRATE:

COMPLAINT

The Plaintiff, Chameleon Chairs, LLC by its undersigned counsel, files this civil action against Defendants, Lux Event Rental, LLC and Unnisha Paige (collectively, “Defendants”), for preliminary and permanent injunctive relief and damages, alleging the following:

PARTIES

1. Chameleon Chairs, LLC (“Chameleon” or “Plaintiff”) is a California limited liability company with its principal place of business at 535 West 130th St., Los Angeles, CA 90061.

2. Lux Event Rental, LLC (“Lux”) is a Louisiana limited liability company with its principal place of business at 4817 General Meyer Ave, New Orleans, LA 70131. Defendant Lux may be served with process by serving its registered agent Unnisha Paige, 4817 General Meyer Ave, New Orleans, LA 70114. Upon information and belief, Unnisha Paige (“Paige”) is a controlling principal of Lux and has exercised direction and control over Lux’s infringing activities. Defendant Unnisha Paige and may be served at 4817 General Meyer Ave, New Orleans, LA 70131.

JURISDICTION AND VENUE

3. This is an action for trademark infringement, trade dress infringement, patent infringement, false designation of origin, and unfair competition in violation of the Lanham Act, 15 U.S.C. § 1051 et seq. arising from Lux's rental of counterfeit goods, together with related claims under state law. Subject matter jurisdiction in this matter is appropriate pursuant to 28 U.S.C. § 1331, 1332, and 1338. This Court has original and supplemental jurisdiction over the claims in this Complaint that arise under state statute and the common law of the State of Louisiana pursuant to 28 U.S.C. §§ 1338(b) and 1367(a), because the state law claims of unfair competition are joined with a substantial and related claim under the patent and trademark laws and the other state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

4. This Court has personal jurisdiction over Defendants. Defendant Lux is a Louisiana limited liability company having its principal place of business in New Orleans, Louisiana. Defendant Paige is an individual who, upon information and belief, resides in New Orleans, Louisiana. Further, the defendants have committed acts of infringement in this judicial district and a substantial part of the events or omissions giving rise to the claim occurred within the state of Louisiana and this judicial district, as more fully described below.

5. Venue is proper with this court pursuant to 28 U.S.C. §§ 1400(b) and 1391.

FACTUAL BACKGROUND

6. Chameleon Chairs LLC was formed in January 2005. Chameleon owns the intellectual property rights relating to the Chameleon Chair[®] system—a modular stackable furniture system that features chairs with modular removable seats, chair-leg covers, and/or chair-back covers that allows for stacking and heavy rental use.

7. Chameleon designs, manufactures and sells its proprietary line of furniture products under its Chameleon Chair[®] brand to rental companies throughout the United States and abroad. The Chameleon Chair[®] line of products have been used at numerous corporate events, charity events, showcase events, weddings, film premieres, and film industry award shows.

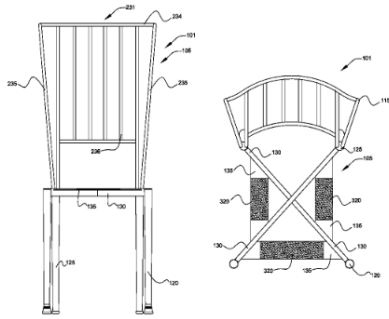
8. Chameleon owns the following federal registrations pertaining to its Chameleon Chair[®] brand:

Mark:	CHAMELEON CHAIR
Goods/Services:	furniture rental
Reg. No.:	3173431
Reg. Date:	November 21, 2006

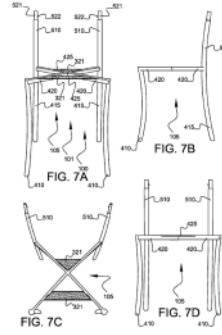
Mark:	CHAMELEON CHAIR COLLECTION
Goods/Services:	Rental of furniture
Reg. No.:	3996573
Reg. Date:	July 19, 2011

(collectively, the “Registered Marks”). Chameleon further owns common law trademark rights in its CHAMELEON, CHAMELEON CHAIR and CHAMELEON CHAIR COLLECTION brands.

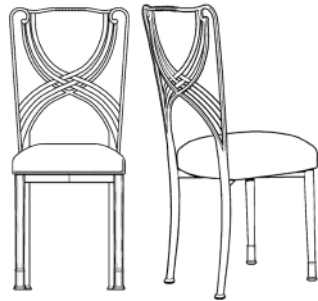
9. Chameleon owns five (5) U.S. utility patents directed to the Chameleon Chair[®] system, including: U.S. Patent Nos. 8047607; 85454088; 8794163; 9289068; and 9527519. Chameleon also has been granted fourteen (14) design patents in the United States directed to its Chameleon Chair[®] line of furniture: D650607, D667230, D667233, D668478, D668069, D689706, D689709, D689710, D696037, D699463, D756142, D756143, D756144; and D782838. Exemplary drawings from Chameleon’s patent portfolio are reproduced below:



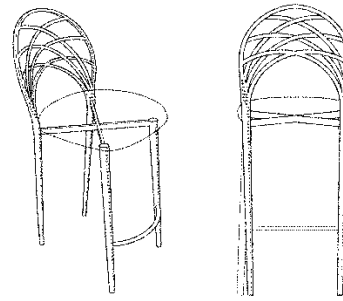
U.S. Pat. No. 8,047,607



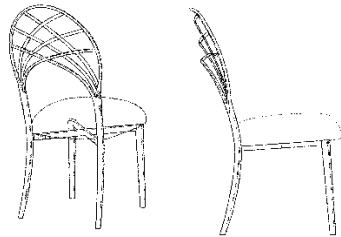
U.S. Pat. No. 9,527,519



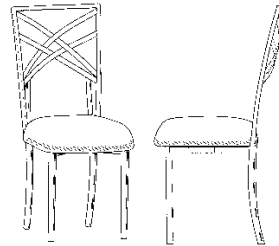
U.S. Pat. No. D650,607



U.S. Pat. No. D667,230



U.S. Pat. No. D667,233



U.S. Pat. No. D699,463

10. The Chameleon Chair[®] line of products also feature distinctive designs that serve as source identifiers, thereby providing Chameleon common law trade dress rights in the designs in addition to the above design patent rights.

11. Defendant Lux Event Rental, LLC is a New Orleans-based event rental company that offers chairs, dining tables, backdrops, bar furniture, and decorations for rent for special events. Lux markets its event rental services through its website located at <https://luxrentit.com>.

12. Chameleon recently discovered that Lux has been advertising rental chairs on its website that are represented as being “Chameleon Chairs” and “Chameleon Bar Stools,” including chairs that have the substantially identical design features as a chair from Chameleon’s Fanfare Collection line of chairs. A representative photograph of an authentic Chameleon Chair[®] from the Fanfare Collection is provided below:



Chameleon Chair[®] Fanfare Gold Collection

13. Upon information and belief, the chairs advertised as being “Chameleon Chairs” and “Chameleon Bar Stools” on Lux’s website are counterfeit products not manufactured or sold by Chameleon.

14. In addition to offering to rent counterfeit Chameleon Chair[®] products, Lux’s website also: (i) displayed photographs of genuine Chameleon Chairs[®] that were copied from Chameleon’s website without permission; and (ii) included descriptive verbiage of the counterfeit Chameleon Chair[®] products that was copied from Chameleon’s website. Relevant archived webpage(s) from Plaintiff’s website and Lux’s website are attached as Exhibit A-1 through A-3.

15. By letter dated April 19, 2023, counsel for Chameleon Chairs, LLC sent a demand letter to Defendants, requesting among other things that they: (i) stop all advertising, marketing, and renting of counterfeit Chameleon Chair[®] products; (ii) disclose the identity of the supplier of the counterfeit Chameleon Chair[®] products; and (iii) provide an inventory of all counterfeit Chameleon Chair[®] products in Lux's possession. A copy of the April 19, 2023 demand letter is attached as Exhibit B.

16. To date, Defendants have failed to respond to Chameleon's demands.

COUNT I
FEDERAL TRADEMARK INFRINGEMENT
(15 U.S.C. §1114)

17. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 16 herein.

18. The Registered Marks are registered on the Principal Register of the United States Patent and Trademark Office (USPTO) covering furniture rental services. The Registered Marks are incontestable and, therefore, the registrations are conclusive evidence of the validity of the Registered Marks, the Plaintiff's ownership of the Registered Marks, and the Plaintiff's exclusive right to use the Registered Marks in commerce.

19. Defendant Lux has used the mark CHAMELEON CHAIR in interstate commerce in connection with furniture rental services. Lux has also used, made, imported, sold and/or offered for sale or rent counterfeit chairs under the mark CHAMELEON CHAIR.

20. Lux's use of the mark CHAMELEON CHAIR is without Plaintiff's consent.

21. Lux's use of the mark CHAMELEON CHAIR in connection with furniture rental services is likely to infringe Plaintiff's rights in the Registered Marks by causing confusion or mistake among consumers, or to deceive consumers as to the source of such goods or as to an affiliation between Plaintiff and Lux, in violation of 15 U.S.C. § 1114(1).

22. Upon information and belief, Lux adopted and uses the mark CHAMELEON CHAIR in bad faith and in willful disregard of Plaintiff's rights, with intent to offer to the consuming public counterfeit goods, while simultaneously trading on and appropriating the reputation and goodwill that Plaintiff has built up in those marks and confuse consumers as to the affiliation between Lux and Plaintiff, and to divert customers and revenue from Plaintiff.

23. The aforementioned actions and activities of Lux have caused and will continue to cause damage and irreparable harm and injury to Plaintiff unless and until such time as they are enjoined by this Court. Pursuant to 15 U.S.C. § 1116, this court has the authority, and should, issue an injunction to prevent a violation of 15 U.S.C. § 1114.

24. Upon information and belief, Lux has made substantial profits to which they are not in law or equity entitled, and Plaintiff has also suffered damages in the form of lost sales. Pursuant to 15 U.S.C. § 1117(a), Plaintiff is entitled to recover (1) Lux's profits, (2) the damages sustained by Plaintiff, and (3) the costs of the action.

25. On information and belief, Defendants have acted willfully to usurp Plaintiff's rights, and they should be held liable to Plaintiff for treble damages pursuant to 15 U.S.C. § 1117(a). This case is exceptional and the Court should award Plaintiff its attorneys' fees pursuant to 15 U.S.C. § 1117(a).

26. On information and belief, Defendants intentionally used Plaintiff's CHAMELEON CHAIR registered trademark in connection with the sale, offering for sale, and/or distribution of counterfeit goods or services and therefore should be held liable to Plaintiff for treble damages pursuant to 15 U.S.C. § 1117(b), with Plaintiff having the option to receive an award of statutory damages not less than \$1,000 or more than \$2,000,000 (in instances of willful infringement) pursuant to 15 U.S.C. § 1117(c).

COUNT II
FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION
(15 U.S.C. §11125(a))

27. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 26 herein.

28. Use of the CHAMELEON and CHAMELEON CHAIR marks by Lux for furniture rental services is likely to cause confusion, mistake or deception among consumers in violation of 15 U.S.C. § 1125(a). Plaintiff believes it is likely to be damaged – and has been damaged – by such acts.

29. Pursuant to 15 U.S.C. § 1116, this court has the authority, and should, issue an injunction to prevent a violation of 15 U.S.C. § 1125(a).

30. Plaintiff is also entitled to an award of its damages and Lux's profits, in an amount to be proved at trial. Further, on information and belief, Defendants have acted willfully to usurp Plaintiff's rights, and they should be held liable to Plaintiff for treble damages pursuant to 15 U.S.C. § 1117(a). This case is exceptional and the Court should award Plaintiff its attorneys' fees pursuant to 15 U.S.C. § 1117(a).

COUNT III
TRADE DRESS INFRINGEMENT
(15 U.S.C. §11125(a))

31. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 30 herein.

32. The Chameleon Chair[®] line of products in general, and the Fanfare Collection line of Chameleon Chairs[®] in particular, feature distinctive designs and trade dress.

33. As a result of Chameleon's advertising and promotion of the Fanfare Collection line of Chameleon Chairs[®] by itself and others, the trade and consuming public have come to associate the distinctive trade dress of each Chameleon Chair[®] from Plaintiff's Fanfare Collection

with a single producer or source, i.e., the Plaintiff. Accordingly, the trade dress of the Fanfare Collection line of Chameleon Chairs[®] has acquired secondary meaning in the marketplace as to the origin of the product. Defendants intentionally copied the Plaintiff’s trade dress to trade on the secondary meaning and goodwill in Plaintiff’s distinctive designs.

34. The distinctive trade dress of the Fanfare Collection line of Chameleon Chairs[®] is non-functional and ornamental.

35. Lux has used, made, imported, sold and/or offered for sale or rent counterfeit Chameleon Chairs[®] which copy and are confusingly similar in appearance to the trade dress of the Fanfare Collection line of Chameleon Chairs[®], and therefore are likely to deceive and confuse the consuming public as to the source or origin of the infringing chairs in violation of 15 U.S.C. § 1125(a). Plaintiff believes it is likely to be damaged – and has been damaged – by such acts.

36. The following exemplary comparison of an authentic Chameleon Chair[®] from Plaintiff’s Fanfare Collection with Lux’s counterfeit version demonstrates infringement:



37. Defendants have intentionally engaged in such wrongful conduct with the willful purpose of misleading, deceiving or confusing customers and the public as to the origin and authenticity of their infringing chairs, thereby trading on Plaintiff’s goodwill, reputation and

distinctive designs. Accordingly, pursuant to 15 U.S.C. § 1116, this court has the authority, and should, issue an injunction to prevent a violation of 15 U.S.C. § 1125(a).

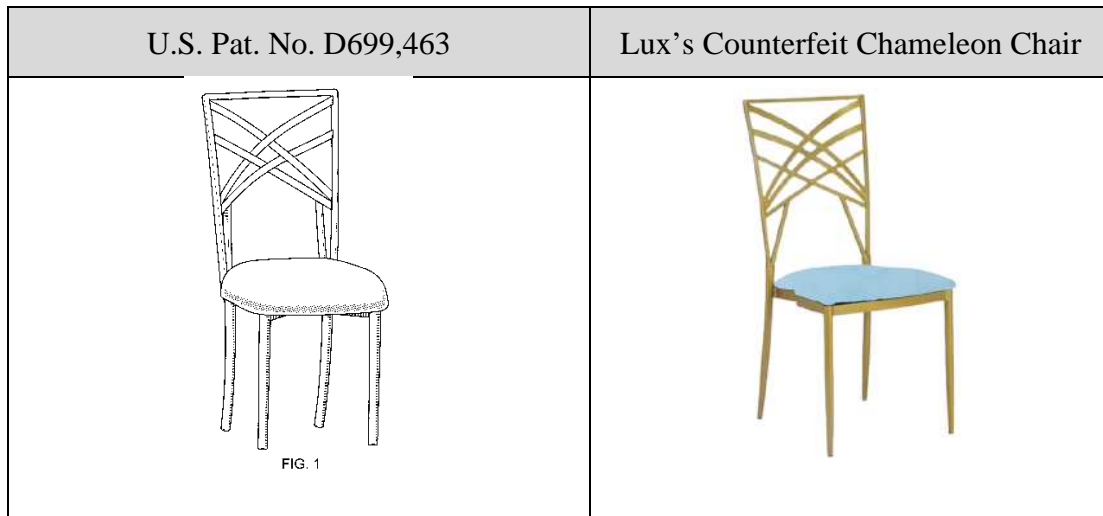
38. Plaintiff is also entitled to an award of its damages and Lux’s profits, in an amount to be proved at trial. Further, on information and belief, Defendants have acted willfully to usurp Plaintiff’s rights, and they should be held liable to Plaintiff for treble damages pursuant to 15 U.S.C. § 1117(a). This case is exceptional and the Court should award Plaintiff its attorneys’ fees pursuant to 15 U.S.C. § 1117(a).

COUNT IV
PATENT INFRINGEMENT OF U.S. PAT. NO. D699,463
(35 U.S.C. §271)

39. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 38 herein.

40. The Fanfare Collection line of Chameleon Chairs® embody the ornamental chair design claimed in U.S. Pat. No. D699,463 (the ‘463 Patent).

41. The following exemplary comparison of the ‘463 Patent to Lux’s counterfeit Chameleon Chair®—characterized on Lux’s website as a “Chameleon Gold Chair”—demonstrates infringement:



In the eye of an ordinary observer, Lux's counterfeit Chameleon chair is substantially the same as the patented design and therefore infringes directly, or under the doctrine of equivalents, the '463 Patent.

42. Lux has used, made, imported, sold and/or offered for sale or rent counterfeit chairs that infringe the '463 patent. Defendants also induced customers of Lux to infringe the '463 Patent, because Defendants have actual knowledge of the '463 Patent and they knew or should have known that such customers' rental and use of the counterfeit chairs directly infringe the '463 Patent. For example, the following additional counterfeit products made available for sale or rental on Lux's website share substantially similar design features as the counterfeit "Chameleon Gold Chair" depicted above, and therefore also infringe the '463 Patent:

- "Chameleon Silver Chair"
- "Chameleon Silver Bar Stool"
- "Chameleon Gold Bar Stool"
- "Chameleon Black Bar Stool"

(See Exhibits A-1 and A-2). Such online advertisements constitute active steps taken by Defendants to encourage direct infringement of the '463 Patent.

43. As a direct result of Defendants' infringement of the '463 Patent, Plaintiff has suffered irreparable injury. If Defendants' infringement is not permanently enjoined, Plaintiff will continue to suffer irreparable injury.

44. As a direct result of Defendants' infringement of the '463 Patent, Plaintiff has suffered monetary damages and is therefore entitled to monetary damages adequate to compensate for infringement pursuant to 35 U.S.C. § 284. Plaintiff is also entitled to seek the total profit of Lux, but not less than \$250, pursuant to 35 U.S.C. § 289.

45. Upon information and belief, Defendants' infringement of the '463 Patent is intentional, willful, and wanton, and they should be held liable to Plaintiff for treble damages pursuant to 35 U.S.C. § 284. This case is exceptional and the Court should award Plaintiff its attorneys' fees pursuant to 35 U.S.C. § 285.

COUNT V
UNFAIR TRADE PRACTICES
(LA Rev. Stat. §51:1401et seq.)

46. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 45 herein.

4732. Through the selling and/or renting of counterfeit products in the state of Louisiana using deceptive trade dress and trademarks and passing off infringing chairs as genuine Chameleon Chair® products, Defendants have engaged in unfair competition and deceptive acts or practices in this state in violation of the Louisiana Unfair Trade Practices and Consumer Protection Law, Louisiana Revised Statute §51:1401et seq.

48. Plaintiff brings this action pursuant to Louisiana Revised Statute § 51:1409 as Plaintiff suffered an ascertainable loss of money or movable property, corporeal or incorporeal, as a result of the use or employment by Defendant of an unfair and unlawful trade practice in violation of Louisiana Revised Statute §51:1405. The Court should award Plaintiff its attorneys' fees pursuant to § 51:1409(A).

COUNT VI
IMPOSITION OF CONSTRUCTIVE TRUST UPON DEFENDANTS' PROFITS

49. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 48 herein.

50. Defendants' conduct constitutes deceptive and wrongful conduct in the nature of passing off the infringing materials as genuine Chameleon Chair® products.

51. By virtue of its wrongful conduct, Defendants have illegally received money and profits that rightfully belong to Plaintiff.

52. Upon information and belief, Defendants hold the illegally-received money and profits in the form of bank accounts, real property, or personal property that can be located and traced.

53. Defendants hold the money and profits they have illegally received as constructive trustee for the benefit of Plaintiff, thereby justifying the imposition and recognition of a constructive trust on said illegally received profits.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court enter a judgment as follows:

1. Preliminarily enjoin Defendants from the use of Plaintiff's trademarks, trade dress, and patent rights identified above, including an order enjoining Defendants from any manufacture, use, importation, sale, offer to sell, and/or distribution of any infringing articles or services;
2. Judgment finding that Defendants, by the acts complained of above, have:
 - i. infringed a federally registered mark owned by Plaintiff in violation of 15 U.S.C. §1114;
 - ii. infringed Plaintiff's common law trademark rights and/or committed acts of unfair competition in violation of 15 U.S.C. § 1125(a);
 - iii. committed trade dress infringement in violation of 15 U.S.C. § 1125(a);

- iv. directly, or through the doctrine of equivalents, infringed and induced infringement of the '463 Patent in violation of 35 U.S.C. § 271(a) and (b); and
 - v. engaged in acts of unfair and deceptive business practices in violation of LA Rev. Stat. § 51:1401 et seq.;
3. Permanently enjoin Defendant from the use of Plaintiff's trademarks, trade dress, and patent rights identified above, including an order enjoining Defendants from any manufacture, use, importation, sale, offer to sell, and/or distribution of any infringing articles;
 4. An order that Defendants deliver for destruction all labels, signs, prints, packages, wrappers, receptacles, and advertisements bearing the Registered Mark and/or Plaintiff's common law marks or trade dress and all plates, molds, matrices, and other means of making the same pursuant to 15 U.S.C. § 1118;
 5. For an order awarding Plaintiff damages as follows:
 - i. Plaintiff's actual damages pursuant to 15 U.S.C. § 1117(a), as well as all of Defendants' profits or gains of any kind from their acts of trademark and trade dress infringement, including a trebling of those damages;
 - ii. Statutory damages for the Defendants' sale, offering for sale, and/or distribution of counterfeit goods or services pursuant to 15 U.S.C. § 1117(c);
 - iii. Monetary damages pursuant to 35 U.S.C. § 284 to compensate Plaintiff for Defendants' infringement of the '463 Patent, and in no

event less than a reasonable royalty for Defendants' acts of infringement, and Defendants' total profits, but not less than \$250, pursuant to 35 U.S.C. § 289; and

iv. Plaintiff's damages and/or Defendants' profits arising from Defendants' acts of unfair competition in violation of LUPTA;

6. For an order declaring that Defendants hold in trust, as constructive trustee for the benefit of Plaintiff, their illegal profits obtained from their manufacture, use, importation, sale, offer to sell, and/or distribution of infringing copies of Plaintiff's Chameleon Chairs[®], and pursuant to 15 U.S.C. § 1117(a) an order compelling Defendants to account to Plaintiff for any and all profits derived from their unlawful and infringing conduct;
7. An accounting of Defendant's profits attributable to Defendant's use of Plaintiff's trademarks, trade dress, and patent rights;
8. For an order pursuant to 15 U.S.C. § 1117(a) and 35 U.S.C. § 285, finding that this is an exceptional case and awarding Plaintiff its reasonable attorneys' fees;
9. Award Plaintiff its attorneys' fees pursuant to § 51:1409(A);
10. Award Plaintiff their damages and costs in this action, including prejudgment and post-judgment interest; and
11. Enter such other further relief to which Plaintiff may be entitled as a matter of law or equity, or which the Court determines to be just and proper.

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38, Plaintiff hereby requests a trial by jury of all issues so triable.

This 5th day of June , 2023

Respectfully submitted,

CHAMELEON CHAIRS, LLC

By Its Attorneys
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By: s/*Micah J. Fincher*

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