

**IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MARYLAND
(Southern Division)**

<p>CHAMELEON CHAIRS, LLC,</p> <p>Plaintiff,</p> <p>v.</p> <p>BETHEL EVENTS STYLING AND RENTALS LIMITED LIABILITY COMPANY 5119 Pegasus Court, Suite H Frederick, Maryland 21704</p> <p><i>Serve On Resident Agent:</i> Adzo B. Tsedze 6659 South Clifton Road Frederick, Maryland 21703</p> <p>DALISSA SANCHEZ EVENTS, LLC 10803 Tucker Street Beltsville, Maryland 20705</p> <p><i>Serve On Resident Agent:</i> Leonard Walker 1939 Kimberly Road Silver Spring, Maryland 20903</p> <p>THE GRAND GOLDEN TULIP LLC 19650 Club House Road, Suite 205 Montgomery Village, Maryland 20886</p> <p><i>Serve On Resident Agent:</i> Cynthia Dickson 3311 Toledo Terrace Hyattsville, Maryland 20782</p> <p>UPARENTALS LIMITED LIABILITY COMPANY 3009 Ladova Way Upper Marlboro, Maryland 20774</p> <p><i>Serve On Resident Agent:</i> Prudencia Mangebi</p>	<p>Civil No. 8:24-cv-3331</p>
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<p>3009 La Dova Way Upper Marlboro, Maryland 20774</p> <p>WHITE GLOVE RENTALS, LLC 1009 Old Philadelphia Road Aberdeen, Maryland 21001</p> <p><i>Serve On Resident Agent:</i> Sean K. Elavia 502 Washington Avenue 8th Floor Towson, Maryland 21204</p> <p>LISA LIMBERGER 1009 Old Philadelphia Road Aberdeen, Maryland 21001</p> <p>and</p> <p>TIM LIMBERGER 1009 Old Philadelphia Road Aberdeen, Maryland 21001</p> <p>Defendants.</p>	
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COMPLAINT

Plaintiff, Chameleon Chairs, LLC by its undersigned counsel, files this civil action against all of the above-named defendant event planning and rental businesses, and for its reasons, states:

BACKGROUND AND PARTIES

1. Plaintiff, 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. Defendant, Bethel Events Styling and Rentals Limited Liability Company (“Bethel”) is, upon information and belief, a Maryland limited liability company that, as of the

date of this Complaint is not in good standing. Bethel's principal place of business at 5119 Pegasus Court, Suite H, Frederick, Maryland 21704.

3. Defendant, Dalissa Sanchez Events, LLC ("Dalissa"), is a Maryland limited liability company with its principal place of business at 10811 Tucker Street, Beltsville, Maryland 20705.

4. Defendant, The Grand Golden Tulip LLC ("GG Tulip"), is a Maryland limited liability company that, as of the date of this Complaint, is not in good standing. GG Tulip's principal place of business is 19650 Club House Road, Suite 205, Montgomery Village, Maryland 20886.

5. Defendant, uparentals Limited Liability Company ("UPA")¹ is a Maryland limited liability company that, as of the date of this Complaint, is not in good standing. UPA's principal place of business is 3009 Landova Way, Upper Marlboro, Maryland 20774.

6. Defendant, White Glove Rentals, LLC ("White Glove") is a Maryland limited liability company whose status as of the date of this Complaint is forfeited. Because White Glove's corporate charter is forfeited, it is now doing business as an unregistered Maryland entity with a principal place of business at 1009 Old Philadelphia Road, Aberdeen, Maryland 2100. Upon information and belief, White Glove's owners/partners are Defendants Lisa and Tim Limberger, both of whom are residents of Maryland.

JURISDICTION AND VENUE

7. Subject matter jurisdiction in this matter is appropriate pursuant to 28 U.S.C. § 1331 because all of the claims asserted herein arise under the laws of the United States.

8. This Court has personal jurisdiction over Defendants because all Defendants are

¹ "uparentals" is exactly how the entity's name is reflected on Articles of Organization filed with the Maryland State Department of Assessments and Taxation.

Maryland entities and/or have their principal places of business in Maryland. The two non-entity Defendants also reside in this State.

9. Venue is proper with this court pursuant to 28 U.S.C. §§ 1400(b) and 1391(b)(1) and (b)(2).

FACTUAL BACKGROUND

10. Chameleon Chairs LLC was formed in January 2005, and it designs, manufactures, and sells a proprietary line of unique special event chairs and accessories for them under its Chameleon Chair[®] brand to rental companies, country clubs, museums, hotels, and other event venues 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, and its designs have redefined luxury seating in the wedding and event industry.

11. Chameleon's brand and its chairs are protected by numerous common law and registered trademarks, as well as various U.S design and utility patents. Chameleon's website also warns visitors that, "Chameleon [the Company] vigorously enforces its federally protected design rights and construction patents of its chairs, barstools, and transportation dollies against any infringement by third parties. All illustrated/described seating construction, rental, delivery, storage, and business systems are the property of Chameleon Chairs LLC and are protected by U.S. Patents No. 8,047,607 B1, 8,454,088 B2, and 9,527,519 B1 trademarks, trade dress law, and copyrights."

12. Specifically relevant to the present Action, Chameleon is the owner of U.S. Trademark Registration No. 3996573 for the mark, CHAMELEON CHAIR COLLECTION, for furniture rental services, which registration issued on November 21, 2006, and U.S. Trademark

Registration No. 3173431 for the mark, CHAMELEON CHAIR, for the furniture rental services, also issued on November 21, 2006 (together, the “Registered Marks”).

13. Chameleon also owns common law trademark rights to the word CHAMELEON in connection with chairs and chair rental services.

14. Chameleon’s primary business is manufacturing its chairs and then licensing the chairs to various event companies around the country. Chameleon does not license directly to the consuming public—that is, it is a B2B business.

15. One of the chairs that Chameleon makes and licenses to its customers throughout the United States is called the Fanfare™.

16. Chameleon owns common law rights to the trademark, FANFARE, in connection with a luxury event chair. The Fanfare™ chair comes in various colors and features interchangeable seat cushions. For example, Chameleon’s Fanfare™ chair in gold (from its “Gold Collection”) looks like this:



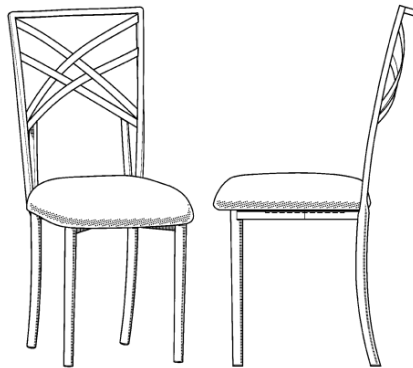
17. The Chameleon Fanfare™ Chair’s distinctive and non-functional designs also serve as source identifiers, thereby providing Chameleon common law trade dress rights in the design of its Fanfare™ Chair (in addition to the above design patent rights).

18. A written description of this distinctive Fanfare™ chair design includes, but is not limited to, a criss-cross fan-like design for the back of the chair, comprising three fan straps emanating from each side of the chair back that splay apart as they sweep upwards along a diagonal trajectory, weave together in the middle of the chair back, and terminate on each side when they join together at the same point (the “Fanfare™ Trade Dress”).

19. The Fanfare™ Trade Dress, although incorporated into a chair back, is not functional. For example, in that there is no utility patent disclosing any utilitarian advantages of the design, there are no advertising or other materials in which Chameleon does or has ever touted the utilitarian advantages of its Fanfare™ design, there are myriad if not unlimited other chair back designs that competitors could and do use that are functionally equivalent, and there are no facts indicating that the Fanfare™ design results in a comparatively simple or cheap method of manufacturing the chair back with this design (indeed, manufacturing with this design increases the cost of manufacturing over many alternative chair back designs).

20. The Chameleon Fanfare™ Trade Dress has acquired distinctiveness to the relevant consuming public (which are other event planning and chair rental businesses) because of Chameleon’s substantially exclusive and continuous use of that design throughout the United States for more than a decade, the extensive amount of Fanfare™ chair advertising, the popularity of the chair among event rental companies throughout the United States, the amount of sales and license revenue generated exclusively by and from the Fanfare™ chair over more than a decade, the number of licensees of the Fanfare™ chair around the country, and the intentional copying of the Fanfare™ chair by unlicensed and unauthorized event companies that purchase and rent counterfeit chairs that are designed to look like the Fanfare™ chair and are intended to confuse consumers and pass off the unauthorized companies’ chairs as the Chameleon Fanfare™ chair.

21. Chameleon also owns U.S. Design Patent No. D696037S, issued on December 24, 2013, which claims and protects an ornamental design that is substantially similar to the design of Fanfare™ chair that Chameleon makes and sells. A copy of this patent is attached at **Exhibit 1** to this Complaint (the “’037 Patent”). The ’037 Patent depicts Chameleon’s protected design in multiple angles, including:

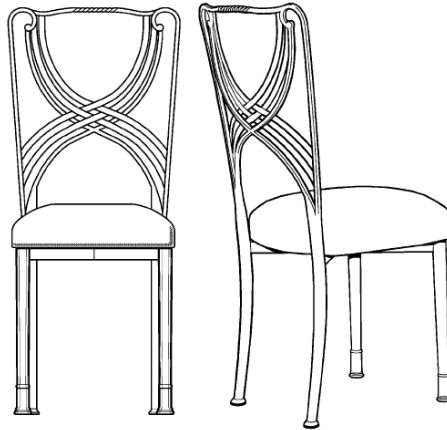


22. Another model chair that Chameleon provides and licenses to its customers throughout the United States is the La Corde™, which comes in various colors. By way of example, Chameleon’s La Corde™ chair in gold looks like this:



23. Chameleon owns U.S. Design Patent No. D650607S issued on December 20, 2011, which claims and protects the ornamental design of its La Corde™ chair. A copy of this patent is

attached at **Exhibit 2** to this Complaint (the “’607 Patent”). The ’607 Patent depicts Chameleon’s La Corde™ chair design in multiple angles, including:



24. The Chameleon La Corde™ Chair’s distinctive and non-functional design also serves as a source identifier for Chameleon.

25. The distinctive design includes the overlapping and weaving, curved back supports that emanate from the bottom of each side of the back of the chair and terminate at the top, opposite side of the chair back. At the top of the chair back, the straps terminate by attaching to the curved edges of “hooks” that emanate from the side supports of the chair back (hereinafter, the “La Corde™ Trade Dress”).

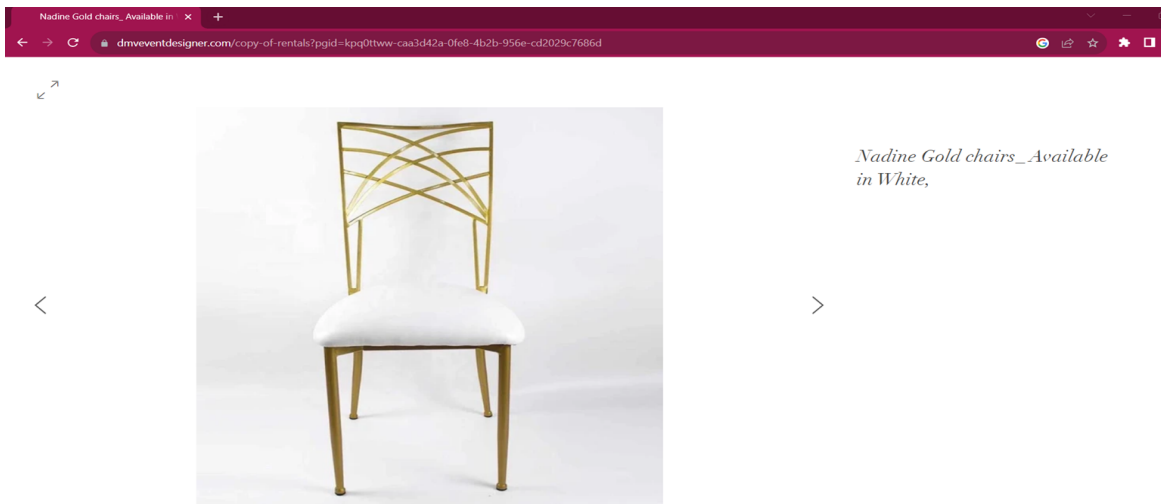
26. The La Corde™ Trade Dress has acquired distinctiveness to the relevant consuming public because of Chameleon’s substantially exclusive and continuous use throughout the United States for more than a decade, the extensive amount of Chameleon’s advertising for the La Corde™ chair, the popularity of the chair among event rental companies throughout the United States, the amount of sales and license revenue generated exclusively by and from the La Corde™ chair, the number of licensees of the La Corde™ chair around the country, and the intentional copying of the La Corde™ chair by unlicensed and unauthorized event companies for the purpose

of confusing consumers and passing of the counterfeit chairs as genuine Chameleon La Corde™ chairs.

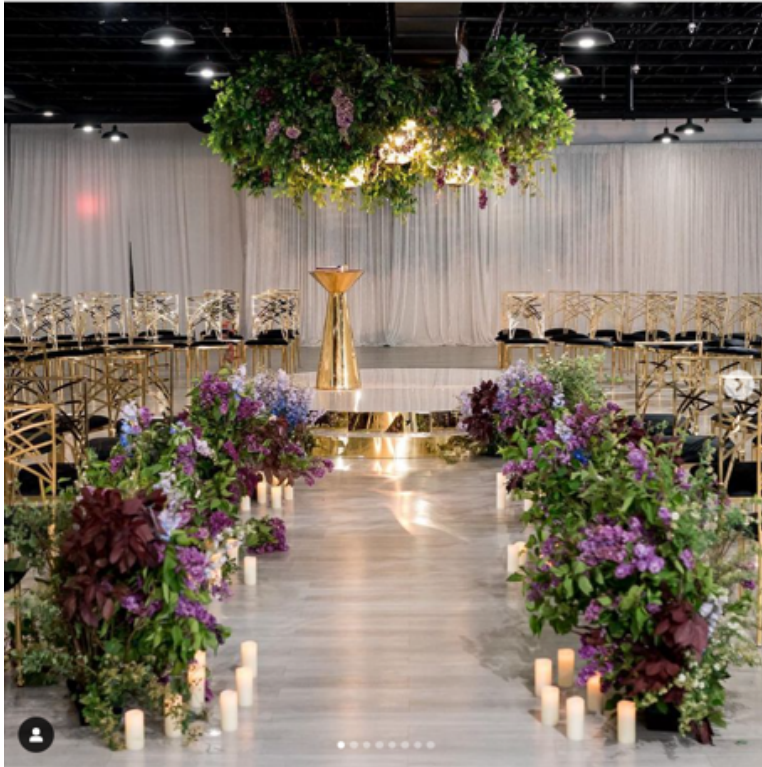
Defendant Bethel Events Styling and Rentals Limited Liability Company:

27. Defendant Bethel is an event planning and rental business located in Frederick, Maryland, that started doing business in or about 2001. Upon information and belief, Bethel is owned by Christine Bethel.

28. Bethel once maintained a website at the domain www.dmveventdesigner.com, but the website on that domain is no longer active as of the date of the Complaint. At the time that the Bethel website was active and visible by the public, however, the Bethel website advertised and promoted “Nadine Gold chairs,” as the following image from the Bethel website depicts:



29. As of the date of this Complaint, Bethel continues to maintain a presence on, and to post images and messages on, Facebook® and Instagram®. As the date of this Complaint, in fact, the following post appears by Bethel, which identifies itself on Instagram by the username, @eventsdesigngroup and the profile, eventsdesigngroup:



https://www.instagram.com/p/Cskb2yjtxMr/?img_index=1

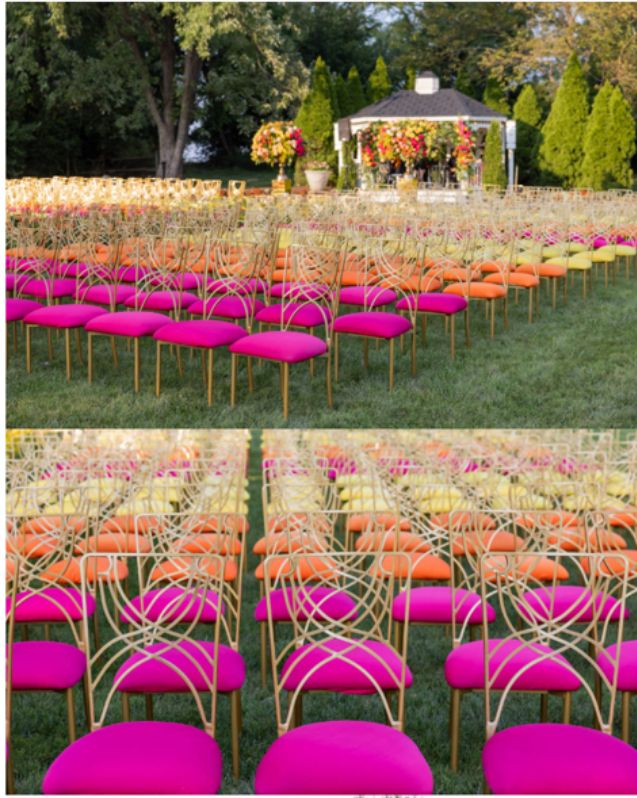
30. Upon information and belief, the image in the immediately preceding paragraph shows Bethel's "Nadine Golden chairs" in place at an event.

31. Bethel's Nadine Golden chair is a colorable imitation of the design that is protected by the '037 Patent. In fact, an ordinary observer, giving such attention as a purchaser of event chairs usually gives, would view or consider the designs of the Bethel Nadine Gold Chairs to be substantially the same as the chair design protected by the '037 Patent.

32. In addition, the backs of Bethel's Nadine Gold chairs are identical if not substantially similar to Chameleon's Fanfare™ Trade Dress, such that consumers are likely to be confused or mistaken that Chameleon provided, manufactured, and licensed the Nadine Gold chairs to Bethel, and that Chameleon sponsors or otherwise approves of Bethel and its use of the Nadine Gold chair.

33. Bethel did not obtain its Nadine Gold chairs from Chameleon.

34. Upon information and belief, the following image depicts an event in the summer of 2023 in which the chairs were provided by Bethel:



[\(https://www.munaluchibridal.com/vibrant-late-summer-wedding-in-baltimore-county-maryland/\)](https://www.munaluchibridal.com/vibrant-late-summer-wedding-in-baltimore-county-maryland/)

35. The chairs depicted in the immediately preceding paragraph are colorable imitations of the design that is protected by the '607 Patent. In fact, an ordinary observer, giving such attention as a purchaser of event chairs usually gives, would view or consider the designs of these chairs rented by Bethel to be substantially the same as the chair design protected by the '607 Patent.

36. The backs of the chairs depicted above also are the same or substantially similar to the Chameleon La Corde™ Trade Dress.

37. Bethel even named its counterfeit La Corde™ chairs the “Chameleon” chair.

38. Bethel did not obtain any of its so-called “Chameleon Chairs” from Chameleon.

39. Bethel has no right, entitlement, or other license to make, use, sell, offer to sell, or to license or offer to license, chairs with a design that is protected by the '607 Patent, nor does Bethel have any right, license or other entitlement to copy Chameleon’s Fanfare™ Trade Dress, La Corde™ Trade Dress, or to use Chameleon’s Registered Marks.

40. Bethel was first notified in writing by Chameleon on or about July 25, 2023, that its Nadine Gold and its Chameleon chairs infringe Chameleon’s patent, trade dress, and trademark rights.

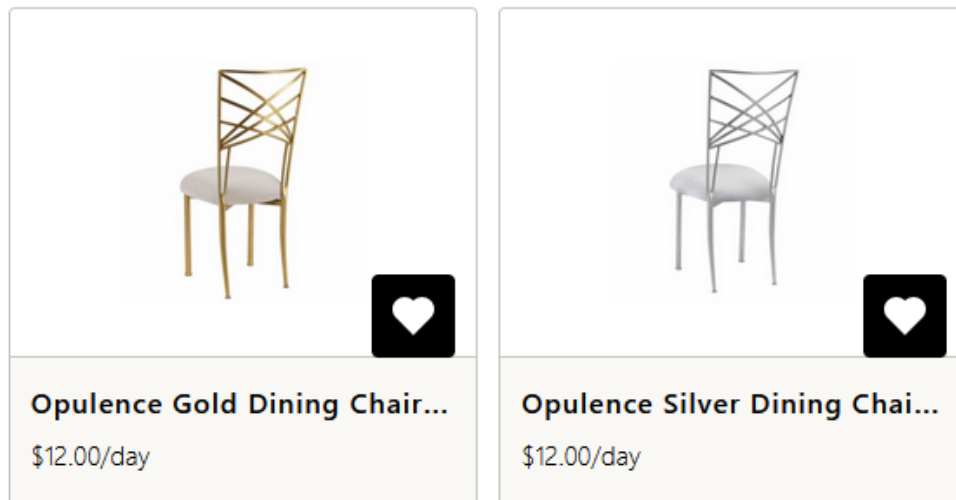
41. Yet, upon information and belief, Bethel continues to offer for rent and/or to rent its Nadine Gold chairs (whether by that or another name) and/or its Chameleon chairs (whether by that or another name) as of the date of this Complaint.

42. Upon information and belief, Bethel continues to have and maintain possession, custody, and control of the Nadine Gold chairs (whether by that or another name) and its Chameleon chairs (whether by that or another name).

Defendant Dalissa Sanchez Events, LLC:

43. Defendant Dalissa is an event planning and rental business located in Beltsville, Maryland, that maintains a website at the domain, www.dalissaevents.com.

44. This Dalissa website displays chairs available for rent from Dalissa, and the list of chairs include these images of the “Opulence Gold” and “Opulence Silver” Dining Chairs, which are advertised for the price of \$12.00 per day, each:



(<https://www.dalissaevents.com/chairs>)

45. Both of the Dalissa “Opulence” chairs are colorable imitations of Chameleon’s design that is protected by the ’037 Patent. In fact, an ordinary observer, giving such attention as a purchaser of event chairs usually gives, would view or consider the designs of the Dalissa Opulence chairs to be substantially the same as the chair design protected by the ’037 Patent.

46. In addition, Dalissa’s Opulence chairs are identical if not substantially similar to Chameleon’s Fanfare™ Trade Dress, such that consumers are likely to be confused or mistaken that Chameleon provided, manufactured, and licensed the “Opulence” chairs to Dalissa, and that Chameleon sponsors or otherwise approves of Dalissa and its use of these chairs.

47. Dalissa did not obtain its Opulence dining chairs from Chameleon.

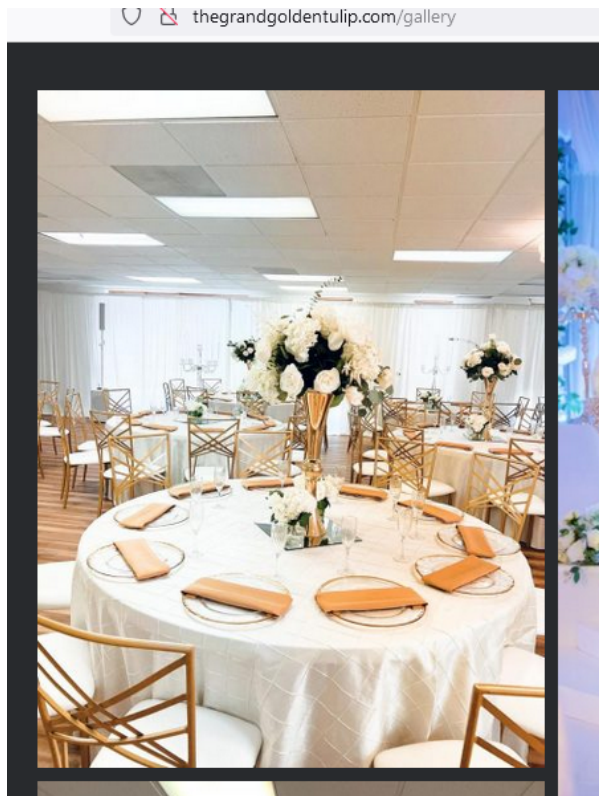
48. Dalissa has no right, entitlement, or other license to make, use, sell, or offer to sell, or to license or offer to license, chairs that have the same or substantially similar design as the design protected by the ’037 Patent or that is confusingly similar to the Fanfare™ Trade Dress.

49. Dalissa received actual notice of its infringement of Chameleon’s patent and trade dress rights at least as early as August 2023, but to date continues to offer the infringing Opulence chairs for rent, and upon information and belief, continues to rent the Opulence chairs.

Defendant The Grand Golden Tulip LLC:

50. Defendant GG Tulip is an event planning and rental business located in Gaithersburg, Maryland, that maintains a website at the domain, www.thegrandgoldentulip.com.

51. The GG Tulip website includes a gallery of photographs of events in which GG Tulip provided chairs. The gallery includes this photograph as of the date of this Complaint:



<http://thegrandgoldentulip.com/gallery>

52. The chairs depicted in the above photograph are colorable imitations of Chameleon's design that is protected by the '037 Patent. In fact, an ordinary observer, giving such attention as a purchaser of event chairs usually gives, would view or consider the designs of the these chairs offered and rented by GG Tulip to be substantially the same as the chair design protected by the '037 Patent.

53. In addition, GG Tulip’s chair backs are identical if not substantially similar to Chameleon’s Fanfare™ Trade Dress, such that consumers are likely to be confused or mistaken that Chameleon provided, manufactured, and licensed its Fanfare™ chairs to GG Tulip and that Chameleon sponsors or otherwise approves of GG Tulip’s its use of these chairs.

54. GG Tulip did not obtain the subject dining chairs from Chameleon.

55. GG Tulip has no right, entitlement, or other license to make, use, sell, offer to sell, or to license or offer to license, chairs that have the same or substantially similar design as the design protected by the’037 Patent or that are confusingly similar to the Fanfare™ Trade Dress.

56. GG Tulip received actual notice of its infringement of Chameleon’s patent and trade dress rights at least as early as July 17, 2023, but to date GG Tulip continues to offer the infringing chairs for rent.

Defendant UPARENTALS Limited Liability Company:

57. Defendant UPA is an event planning and rental business located in Beltsville, Maryland, that maintains a website at the domain, www.uparentalsandevents.com.

58. The UPA website includes a subpage that depicts the luxury chairs that UPA offers for rent, and one chair that is depicted and offered is the “Criss-cross gold detail luxury chair” for a rental fee of \$18.00 per chair:



(<https://uparentalsandevents.com/collections/luxury-chairs>)

59. UPA also posted a video to Facebook® that depicts its “Criss-cross detail luxury chairs” at an actual event, a screen shot of which is depicted here:



<https://www.facebook.com/2060161957437974/videos/282265600420743>)

60. The chairs depicted in the photograph and video posted by UPA are colorable imitations of Chameleon’s design that is protected by the ’037 Patent. In fact, an ordinary observer, giving such attention as a purchaser of event chairs usually gives, would view or consider the designs of the these chairs offered and rented by UPA to be substantially the same as the chair design protected by the ’037 Patent.

61. In addition, UPA’s chair backs are identical if not substantially similar to Chameleon’s Fanfare™ Trade Dress, such that consumers are likely to be confused or mistaken that Chameleon provided, manufactured, and licensed its Fanfare™ chairs to UPA and that Chameleon sponsors or otherwise approves of GG Tulip’s its use of these chairs.

62. UPA did not obtain its Cross-Cross Gold chairs from Chameleon.

63. UPA has no right, entitlement, or other license to make, use, sell, offer to sell any chairs that have the same or substantially similar design as the design protected by the '037 Patent, or that are substantially similar to the Fanfare™ Trade Dress.

64. UPA received actual notice of its infringement of Chameleon's patent and trade dress rights by letter dated July 24, 2023, but to date UPA continues to offer the infringing chairs for rent.

65. As of the date of the aforementioned notice letter in July of 2023, UPA had named its infringing chair the "Chameleon Chair."

Defendants White Glove Rentals, LLC, Lisa Limberger, and Tim Limberger:

66. Defendant White Glove is an event planning and rental business located in Aberdeen, Maryland, that maintains a website at the domain. <https://whiteglove-rentals.com>.

67. White Glove's charter is forfeited by the State of Maryland as of the date of this Complaint.

68. Upon information and belief, Defendants Lisa and Tim Limberger own White Glove.

69. The White Glove website depicts a chair called the Gold Met Chair. White Glove offers for rent, which website also indicates that White Glove has 276 of these chairs available:

/whiteglove-rentals.com/all-inventory/item/gold-met-chair-245160/



Gold Met Chair

Description: Dining chair in a bright gold finish; chair cushion selection required.

Seat Height - 19"

Select chair cushion color; White or Ivory. Black cover is also available.

Need a custom cushion? We can do that at an additional charge.

Quantity: 276

Dimensions: 18 x 18 x 36

Tags: gold chair, gold dining chair

Add to Wishlist



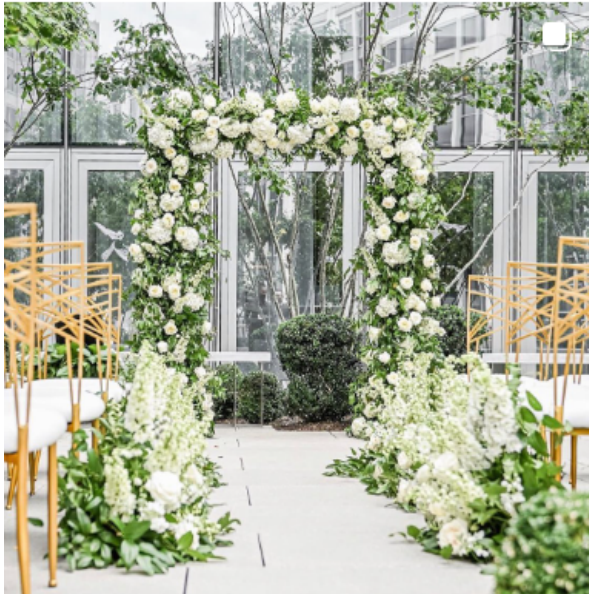
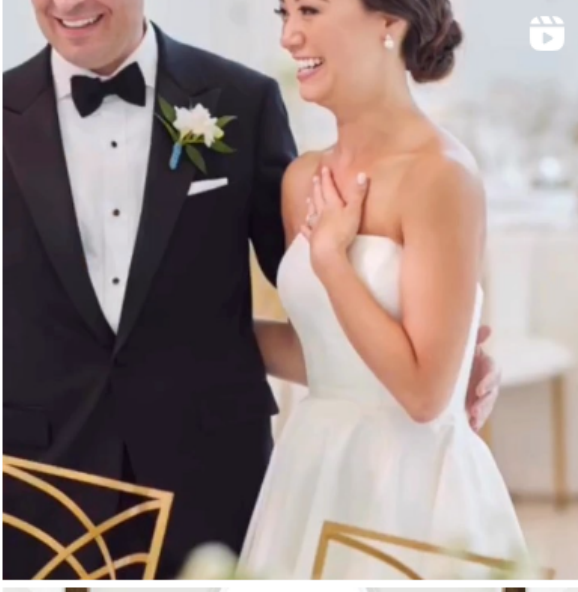
[\(https://whiteglove-rentals.com/all-inventory/item/gold-met-chair-245160/\)](https://whiteglove-rentals.com/all-inventory/item/gold-met-chair-245160/)

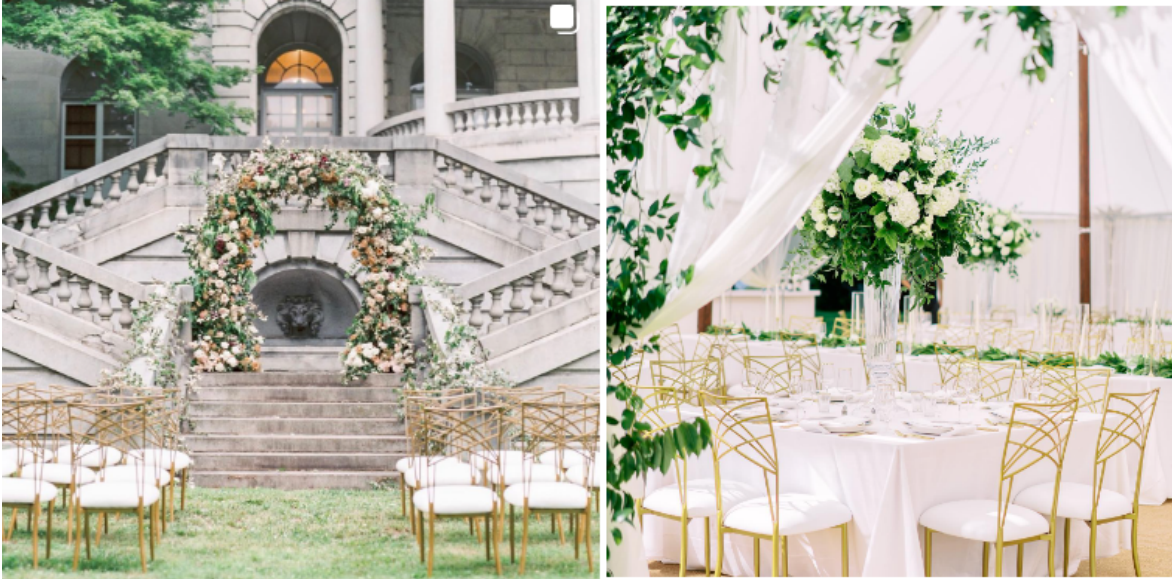
70. White Glove also maintains a presence on Instagram, where it has posted many photographs of events for which White Glove provided its Gold Met Chairs, which include the following photographs:

Instagram

- Home
- Search
- Explore
- Reels
- Messages
- Notifications







[\(https://www.instagram.com/whitegloverentals/\)](https://www.instagram.com/whitegloverentals/)



[\(https://www.instagram.com/p/CKq1GfPDWW5/\)](https://www.instagram.com/p/CKq1GfPDWW5/)



https://www.instagram.com/p/CKL4t35jw7M/?img_index=1



<https://www.instagram.com/p/CmwNONtBOgT/>

71. The White Glove “Gold Met Chairs” depicted in all of the above photographs and on the White Glove website are colorable imitations of Chameleon’s design that is protected by the ’037 Patent. In fact, an ordinary observer, giving such attention as a purchaser of event chairs usually gives, would view or consider the designs of the these chairs offered and rented by White Glove be substantially the same as the chair design protected by the ’037 Patent.

72. In addition, White Glove’s “Gold Met” chair backs are identical if not substantially similar to Chameleon’s Fanfare™ Trade Dress, such that consumers are likely to be confused or mistaken that Chameleon provided, manufactured, and licensed its Fanfare™ chairs to White Glove and that Chameleon sponsors or otherwise approves of White Glove’s use of these chairs.

73. White Glove did not obtain its Gold Met chairs from Chameleon.

74. White Glove has no right, entitlement, or other license to make, use, sell, offer to sell, or to license or offer to license, any chairs that have the same or substantially similar design as the design protected by the ’037 Patent or that are substantially similar to the Fanfare™ Trade Dress.

75. White Glove received actual notice of its infringement of Chameleon’s patent and trade dress rights in August of 2023, but to date White Glove continues to offer its infringing chairs for rent.

COUNT I
DESIGN PATENT INFRINGEMENT – ’037 PATENT
35 U.S.C. § 289
(Against All Defendants)

76. Plaintiff incorporates paragraphs 1 through 75 above as if set forth fully herein.

77. Each of the Defendants are making, using, offering to sell, and/or selling (or in most cases, renting) chairs that are colorable imitations of the chair design protected and claimed by the Chameleon ’037 Patent.

78. Indeed, an ordinary observer, giving such attention as a purchaser or renter of event chairs usually gives, would view or consider the designs of the Defendants' chairs identified and described above in this Complaint to be substantially the same as or a colorable imitation of the chair design protected by the '037 Patent.

79. Each of the Defendants is on actual notice of their respective infringement of the '037 Patent; yet, each Defendant has refused to cease and desist renting and offering for rent its infringing chairs.

80. Unless Defendants' infringement is not permanently enjoined, Plaintiff is likely to suffer irreparable injury, including damage to its many contractual and partner relationships around the United States who are the exclusive licensors and providers of Chameleon's chairs.

81. As a direct result of Defendants' infringement of the '037 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 from each of the Defendants received for renting the infringing chairs, but not less than \$250, pursuant to 35 U.S.C. § 289.

82. In addition, Defendants' receipt of actual notice and their subsequent, prolonged continuation of the rental of the infringing chairs establishes that Defendants' infringement of the '037 Patent is intentional, willful, and wanton. Accordingly, Defendants they should be held liable to Plaintiff for treble damages pursuant to 35 U.S.C. § 289.

83. Finally, this case is exceptional and the Court should award Plaintiff its attorneys' fees pursuant to 35 U.S.C. § 285.

WHEREFORE, Plaintiff Chameleon respectfully requests that the Court enter an Order:

- A. Enjoining Defendants, pursuant to 35 U.S.C. § 283, from any further infringement of the '037 Patent;
- B. Awarding Plaintiff damages adequate to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by the infringer Defendants, together with interest and costs as fixed by the court, pursuant to 35 U.S.C. § 284;
- C. Awarding Plaintiff the additional remedy for infringement pursuant to 35 U.S.C. § 289, consisting of each Defendant's profits from making, using, offering to sell or rent, and selling or renting chairs with designs that infringe the '037 Patent;
- D. Finding that this constitutes an exceptional case pursuant to 35 U.S.C. § 285 and awarding Plaintiff its reasonable attorneys' fees; and
- E. Awarding Plaintiff its costs of this Action.

COUNT II
DESIGN PATENT INFRINGEMENT - '607 PATENT
35 U.S.C. § 289
(Defendant Bethel)

84. Plaintiff incorporates paragraphs 1 through 75 above as if set forth fully herein.

85. Defendant Bethel is making, using, offering to rent, and renting chairs that are colorable imitations of the chair design protected and claimed by the Chameleon '607 Patent.

86. Indeed, an ordinary observer, giving such attention as a purchaser or renter of event chairs usually gives, would view or consider the designs of the Defendant Bethel's chairs identified and described in this Complaint to be substantially the same as the chair design protected by the '607 Patent.

86. Bethel has been on actual notice of its infringement of the '607 Patent since at least July of 2023; yet, Bethel refused to cease and desist and continues renting and offering for rent its infringing chairs.

87. Unless Bethel's infringement is not permanently enjoined, Plaintiff Chameleon is likely to suffer irreparable injury, including damage to its many contractual and partner relationships around the United States who are the exclusive licensors and providers of Chameleon's chairs.

88. As a direct result of Bethel's infringement of the '607 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 from each of the Defendants received for renting the infringing chairs, but not less than \$250, pursuant to 35 U.S.C. § 289.

89. In addition, Bethel's receipt of actual notice and their subsequent, prolonged continuation of the rental of the infringing chairs establishes that Bethel's infringement of the '037 Patent is intentional, willful, and wanton. Accordingly, Bethel they should be held liable to Plaintiff for treble damages pursuant to 35 U.S.C. § 289.

90. Finally, this case is exceptional and the Court should award Plaintiff its attorneys' fees pursuant to 35 U.S.C. § 285

WHEREFORE, Plaintiff Chameleon respectfully requests that the Court enter an Order:

A. Enjoining Bethel, pursuant to 35 U.S.C. § 283, from any further infringement of the '037 Patent;

- B. Awarding Plaintiff damages adequate to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by Bethel, together with interest and costs as fixed by the court, pursuant to 35 U.S.C. § 284;
- C. Awarding Plaintiff the additional remedy for infringement pursuant to 35 U.S.C. § 289, consisting of Bethel's profits from making, using, offering to sell or rent, and selling or renting chairs with designs that infringe the '037 Patent;
- D. Finding that this constitutes an exceptional case pursuant to 35 U.S.C. § 285 and awarding Plaintiff its reasonable attorneys' fees; and
- E. Awarding Plaintiff its costs of this Action.

COUNT III
INFRINGEMENT – FANFARE™ TRADE DRESS
15 U.S.C. §1125(a)
(All Defendants)

91. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 75 of this Complaint as if set forth herein.

92. The Chameleon Fanfare™ Trade Dress (defined in Paragraph 18 of this Complaint) constitutes a source identifier to the relevant consuming public, who upon seeing the Fanfare™ Trade Dress, associates that design and chair with the Plaintiff, Chameleon.

93. The Fanfare™ Trade Dress is ornamental and not functional.

94. The Fanfare™ Trade Dress has acquired secondary meaning in the marketplace as to the origin of the product.

95. Each of the Defendants has used, made, imported, sold and/or offered for sale or rent chairs with a chair back design that is the same or confusingly similar in appearance to the Fanfare™ Trade Dress, even though no Defendant possesses any right, license, or other entitlement to copy or use Plaintiff's trade dress.

96. Defendants' use of Chameleon's protected Fanfare™ Trade Dress is 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).

97. All named Defendants to this Complaint intentionally copied the Plaintiff's Fanfare™ Trade Dress for the purpose of causing consumer confusion, passing off counterfeit chairs as Plaintiff's Fanfare™ chairs, and trading on the Plaintiff's goodwill.

98. Plaintiff is likely to be damaged – and has been damaged – by Defendants' infringement, and Plaintiff will suffer irreparable harm in the absence of an injunction that prohibits Defendants from continuing to infringe.

WHEREFORE, Plaintiff Chameleon respectfully requests that the Court enter an Order:

- A. Imposing a permanent injunction upon each of the Defendants pursuant to 15 U.S.C. § 1116, which enjoins them from any future infringement of Chameleon's trade dress;
- B. Awarding to Plaintiff each Defendant's profits and any damages sustained by the Plaintiff resulting from each Defendant's infringement of Plaintiff's Fanfare™ Trade Dress; or alternatively and because Defendants' use of Plaintiff's Fanfare™ Trade Dress constitutes the use of counterfeit marks in connection with the sale, offering for sale, or distribution of goods and services, awarding Plaintiff statutory damages in the amounts set forth in 15 U.S.C. § 1117(c), including statutory damages of not more than \$2,000,000 for Defendants' willful use of the counterfeit marks;
- C. Requiring each Defendant, pursuant to 15 U.S.C. § 1118, to destroy all chairs that infringe Plaintiff's Fanfare™ Trade Dress, and requiring that Defendants cease and

desist all advertising, whether online or in hard copy, that depicts or otherwise references any chairs that infringe Plaintiff's Fanfare™ Trade Dress;

- D. Finding that this case is exceptional and pursuant to 15 U.S.C. § 1117, and awarding Plaintiff its reasonable attorneys' fees; and
- E. Awarding Plaintiff its costs of the Action.

COUNT IV
INFRINGEMENT – LA CORDE™ TRADE DRESS
15 U.S.C. §1125(a)
(Defendant Bethel)

99. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 75 of this Complaint as if set forth herein.

100. The Chameleon La Corde™ Trade Dress (defined in Paragraph 25 of this Complaint) constitutes a source identifier to the relevant consuming public, who upon seeing the La Corde™ Trade Dress, associates that design and chair with the Plaintiff, Chameleon.

101. The La Corde™ Trade Dress is ornamental and not functional.

102. The La Corde™ Trade Dress has acquired secondary meaning in the marketplace as to the origin of the product.

103. Defendant Bethel has used, made, imported, sold and/or offered for sale or rent chairs with a chair back design that is the same or confusingly similar in appearance to the La Corde™ Trade Dress, even though Bethel does not possess any right, license, or other entitlement to copy or use Plaintiff's trade dress.

104. Bethel's use of Chameleon's protected La Corde™ Trade Dress is 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).

105. Bethel intentionally copied the Plaintiff's La Corde™ Trade Dress for the purpose of causing consumer confusion, passing off counterfeit chairs as Plaintiff's La Corde™ chairs, and trading on the Plaintiff's goodwill.

106. Plaintiff is likely to be damaged – and has been damaged – by Defendant Bethel's infringement, and Plaintiff will suffer irreparable harm in the absence of an injunction that prohibits Bethel from continuing to infringe.

WHEREFORE, Plaintiff Chameleon respectfully requests that the Court enter an Order:

- A. Imposing a permanent injunction upon Bethel pursuant to 15 U.S.C. § 1116, which enjoins it from any future infringement of Chameleon's La Corde™ Trade Dress;
- B. Awarding to Plaintiff Bethel's profits and any damages sustained by the Plaintiff resulting from Bethel's infringement of Plaintiff's Fanfare™ Trade Dress, or alternatively and because Bethel's use of Plaintiff's La Corde™ Trade Dress constitutes the use of a counterfeit mark in connection with the sale, offering for sale, or distribution of goods and services, awarding the Plaintiff statutory damages in the amounts set forth in 15 U.S.C. § 1117(c), including statutory damages of not more than \$2,000,000 for Bethel's willful use of counterfeit marks;
- C. Requiring Bethel, pursuant to 15 U.S.C. § 1118, to destroy all chairs that infringe Plaintiff's La Corde™ Trade Dress, and requiring Bethel to cease and desist all advertising, whether online or in hard copy, that depicts or otherwise references any chairs that infringe Plaintiff's La Corde™ Trade Dress;
- D. Finding that this case is exceptional and pursuant to 15 U.S.C. § 1117, and awarding Plaintiff its reasonable attorneys' fees; and
- E. Awarding Plaintiff its costs of the Action.

COUNT V
TRADEMARK INFRINGEMENT
15 U.S.C. §1114
(Defendant Bethel)

107. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 75 of this Complaint as if set forth herein.

108. The Registered Marks identified in Paragraph 12 of this Complaint, which are CHAMELEON CHAIR COLLECTION® and CHAMELEON CHAIR®, are registered on the Principal Register of the United States Patent and Trademark Office (USPTO) covering furniture rental services.

109. 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.

110. Defendant Bethel uses or has used the word "Chameleon" as the name of one its counterfeit chairs intended to copy Plaintiff's La Corde™ design.

111. Defendant's use of Chameleon in connection with furniture rental services is likely to cause confusion and mistake among the relevant consuming public as to the source, affiliation, or sponsorship of Defendant's goods and services. This confusion is likely to cause Plaintiff irreparable harm.

112. Plaintiff also is damaged and, absent an order enjoining future infringement and requiring the destruction of all infringing articles and advertisements, is likely to continue to be damaged, by Bethel's infringement.

113. Bethel intentionally copied the Plaintiff's La Corde™ Trade Dress for the purpose of causing consumer confusion, passing off counterfeit chairs as Plaintiff's La Corde™ chairs, and trading on the Plaintiff's goodwill.

WHEREFORE, Plaintiff Chameleon respectfully requests that the Court enter an Order:

- A. Imposing a permanent injunction upon Bethel pursuant to 15 U.S.C. § 1116, that enjoins it from any future infringement of either of Plaintiff's Registered Marks;
- B. Awarding to Plaintiff Bethel's profits and any damages sustained by the Plaintiff resulting from Bethel's infringement of Plaintiff's Registered Marks;
- C. Requiring Bethel, pursuant to 15 U.S.C. § 1118, to destroy all advertising and promotion of any goods or services using the Registered Marks or any trademark or word that is confusingly similar to the Registered Marks;
- D. Finding that this case is exceptional and pursuant to 15 U.S.C. § 1117, and awarding Plaintiff its reasonable attorneys' fees; and
- E. Awarding Plaintiff its costs of the Action.

JURY DEMAND

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

Dated: November 18, 2024

Respectfully submitted,

SHULMAN ROGERS, P.A.

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