IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION

BOARD OF CURATORS OF LINCOLN UNIVERSITY	§	
Plaintiff,	§	
v.	§	CIVIL ACTION NO. 24-cv-4191
LINCOLN UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION, INC.	§	JURY TRIAL DEMANDED
Defendant.	§	

COMPLAINT FOR FALSE DESIGNATION OF ORIGIN, TRADEMARK INFRINGEMENT, TRADEMARK DILUTION AND UNFAIR COMPETITION

Plaintiff, Board of Curators of Lincoln University ("Plaintiff" or "the University"), by and through undersigned counsel, bring this action for false designation of origin, trademark infringement under state law, trademark dilution, and common law unfair competition against Defendant, Lincoln University of Missouri Alumni Association, Inc. ("Defendant"), and by and for their Complaint, allege as follows:

NATURE OF THE ACTION

1. This is an action for false designation of origin, trademark infringement, trademark dilution, and unfair competition arising under the laws of the United States, 15 U.S.C. § 1125(a), and Missouri common law. By this action, the University seeks to prevent Defendant from causing confusion in the marketplace and unfairly benefitting from the University's reputation and goodwill.

2. The University also seeks equitable relief in the form of an injunction that will permanently enjoin Defendant from using trademarks owned by the University and protected

under common law in connection with the advertising, promotion, offering for sale, and/or sale of goods and/or services related to the University's goods and services.

PARTIES

3. Plaintiff, Board of Curators of Lincoln University, is a state university organized under the laws of the State of Missouri and maintains its principal address at 820 Chestnut Street, Jefferson City, Missouri, 65101.

4. Defendant, Lincoln University of Missouri Alumni Association, Inc., is a non-profit corporation organized under the laws of the State of Missouri and maintains its principal office at 1750 Jefferson Street, Box 104762, Jefferson City, Missouri, 65109.

JURISDICTION AND VENUE

5. This Court has original subject matter jurisdiction over federal Lanham Act claims pursuant to 15 U.S.C. §1125, and 28 U.S.C. §§1331 and 1338. The Court has supplemental jurisdiction over the Missouri State law claims pursuant to 28 U.S.C. § 1367(a), as those claims are so closely related to the federal claims brought herein that they form part of the same case or controversy.

6. The Court has personal jurisdiction over Defendant because:

a. The causes of actions asserted herein arise out of and relate to Defendant's purposeful contacts with the State of Missouri;

b. Defendant operates a non-profit corporation incorporated in the State of Missouri;

c. Defendant regularly markets and promotes its business activities in Missouri, and otherwise has significant and continuous contacts with the State of Missouri;

d. Upon information and belief, Defendant has transacted business within the State of Missouri;

e. Defendant has committed the tortious act of trademark infringement as alleged below within the State of Missouri; and

f. Upon information and belief, Defendant's acts were uniquely aimed at Missouri given the nature of its non-profit corporation and the brunt of the trademark infringement could be felt there.

7. Venue is proper in this Court pursuant to 28 U.S.C. 1391(b)(2) and (c)(2) because Defendant has committed tortious activities of trademark infringement and unfair competition within this District, and a substantial part of the events giving rise to these claims occurred within this District. Further, Defendant is an entity incorporated under the laws of the State of Missouri with its principal business address located within this District.

FACTS AND BACKGROUND

8. The University is one of the nation's premier Historically Black Colleges and Universities ("HBCU"). The University takes great pride in its heritage, as well as in the goodwill associated with its name and its various trademarks.

9. The University owns all right, title, and interest in the below listed trademarks under common law ("hereinafter, collectively, "the University Portfolio of Trademarks"):

BLUE TIGERS (standard characters)
LU (standard characters)
LINCOLN UNIVERSITY OF MISSOURI (standard characters)

LINCOLN UNIVERSITY (standard characters)













10. Since at least as early as 1921, the University has used the marks LINCOLN UNIVERSITY and LU in association with its offerings in higher education. Since at least as early as 1974, the University has also been using the mark BLUE TIGERS in connection with the sports teams of the University.

11. Over the last 50-100 years, the University has garnered substantial goodwill and name recognition for the LINCOLN UNIVERSITY, LU, and BLUE TIGER marks in higher education and the sports teams associated with the University.

12. In order to maintain the strength of its valuable marks, to assure that only high-quality goods and services are offered under the University Portfolio of Trademarks, and to assure only the sports teams affiliated with the University are marketed under the University Portfolio of

Trademarks, the University polices the use of its marks and marks confusingly similar thereto by others.

13. The marks within the University Portfolio of Trademarks are highly distinctive and the goodwill associated with them has become a valuable asset to Plaintiff.

14. A Memorandum of Understanding (hereinafter "MOU") is an agreement widely used in academia to clarify relationships between universities and affiliated organizations to ensure resources are appropriately allocated, and to protect both the universities and such affiliated organizations from legal and regulatory missteps that could harm students and the broader university communities.

15. For more than two years, the University has made repeated efforts to enter into a standard MOU with Defendant to formally outline and govern the relationship between the two entities, including the use of the University Portfolio of Trademarks. Defendant, however, has refused to enter into a MOU with the University.

16. Via a letter dated June 10, 2024, attached hereto as Exhibit A, from the University to Defendant, the University stated that the relationship between the University and Defendant would be severed if Defendant did not comply with certain provisions therein.

17. Defendant responded to the University in a letter dated June 20, 2024, attached hereto as Exhibit B. The letter, however, was nonresponsive and did not comply with the demands of the University's June 10, 2024, letter.

18. On June 26, 2024, the University sent a second letter to Defendant, attached hereto as Exhibit C, seeking confirmation that Defendant had complied with the requested provisions in the original letter.

19. On August 10, 2024, Defendant sent a second letter, attached hereto as Exhibit D, but it was also nonresponsive and still did not comply with the demands of the University's June 10, 2024, letter.

20. The University sent Defendant yet a third letter on August 15, 2024, attached hereto as Exhibit E, offering to meet in person before the end of August to discuss the matter in an effort to resolve the same.

21. On August 18, 2024, Defendant sent a third letter, attached hereto as Exhibit F, but it did not comply the with University's request and attempted to push the meeting back into late September. It also did not confirm Defendant would comply with the demands of the University's June 10, 2024, letter.

22. Accordingly, in a letter dated September 3, 2024, attached hereto as Exhibit G, and as a direct result of Defendant's failure to comply with the demands of the University's June 10, 2024, letter by the timeline set forth therein, the University formally confirmed severance of the relationship between the University and Defendant, and specifically demanded that Defendant cease and desist any and all use of trademarks in the University Portfolio of Trademarks. The University also sent a letter to the presidents of each geographic local alumni chapter of Defendant containing substantially similar content on or about the same date.

23. As a result of the termination of the relationship with the University, Defendant is no longer an authorized user of any of the trademarks in the University Portfolio of Trademarks.

24. Despite the conclusion of this relationship as detailed above, and the University's continued demands that Defendant cease and desist using trademarks in the University Portfolio of Trademarks, Plaintiff has noticed continued activities by and on behalf of Defendant that constitute unauthorized use of trademarks in the University Portfolio of Trademarks.

25. Specifically, Defendant has been using one or more of the trademarks in the University Portfolio of Trademarks in connection with advertising Defendant and advertising and offering services by Defendant.

26. For example, Defendant has continued efforts to attract new members and receive funds using one or more of the trademarks in the University Portfolio of Trademarks. Perspective members are likely to be confused into believing that the University has some control or oversite over the funds or that the University will receive such funds.

27. For example, below is recent instance where Defendant has used multiple trademarks in the University Portfolio of Trademarks, as well as images of the University, in an advertisement for an event in a manner that is likely to confuse consumers into believing that the event and services provided by Defendant are affiliated with the University.



28. Similarly, Defendant has continued to use trademarks of the University in its social media posts. See attached Exhibit H containing screenshots of Defendant's Facebook page, including a membership form using trademarks in the University Portfolio of Trademarks without permission.

29. Attached hereto as Exhibit I is a membership form recently circulated by Defendant's St. Louis Chapter which uses several trademarks in the University Portfolio of Trademarks without permission and in a manner that is likely to confuse recipients into believing that the organization is affiliated with the University.

30. Attached hereto as Exhibit J is an October newsletter circulated by Defendant's St. Louis Chapter which uses several trademarks in the University Portfolio of Trademarks without permission and in a manner that is likely to confuse recipients into believing that the organization is affiliated with the University.

31. Defendant's continued use of trademarks in the University Portfolio of Trademarks without authorization from the University is likely to cause confusion among consumers, alumni, students, and the general public and mistakenly lead them to believe that Defendant is affiliated with or sponsored by the University in some fashion, or that it is somehow approved by the University, licensed by the University, authorized by the University, or otherwise associated with the University when, in fact, it is not.

32. This confusion can, and will, damage the University's reputation and/or ability to control its trademark rights in the trademarks in the University Portfolio of Trademarks. Such confusion has the potential to deceive and harm alumni and friends of the University by causing them to mistakenly believe that services offered by Defendant are affiliated with, overseen by, or sponsored by the University when such is not the case.

33. Upon information and belief, Defendant has infringed upon and has used trademarks contained in the University Portfolio of Trademarks without express authorization from Plaintiff.

34. Upon information and belief, as of the date of the filing of this Complaint, Defendant continues to infringe upon and use trademarks contained in the University Portfolio of Trademarks without express authorization.

35. Upon information and belief, Defendant has used marks contained in the University Portfolio of Trademarks in connection with advertising, offering, and providing services in a manner that creates a likelihood of confusion in the marketplace.

36. There is a high likelihood that the continued use and promotion by Defendant of the marks contained in the University Portfolio of Trademarks will cause additional confusion in the marketplace as to the source of the and services offered by Plaintiff and Defendant.

FIRST CLAIM FOR RELIEF
Unfair Competition and False Designation of Origin in Violation of Lanham Act Section 43(a), 15 U.S.C. § 1125(a)

37. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs as if separately repeated here.

38. The alleged acts of Defendant complained of herein constitute false designation of origin, false or misleading descriptions or representations of fact, and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

39. Defendant has without authorization, and in connection with its services, used in commerce multiple trademarks within the University Portfolio of Trademarks owned by Plaintiff, and/or has made false designations of origin which are likely to cause confusion or cause mistake or to deceive as to the affiliation, connection, or association of Defendant with Plaintiff, and/or as to origin, sponsorship or approval of Defendant's services or commercial activities.

40. Defendant has unfairly competed with and injured Plaintiff through its conduct. Unless immediately restrained, Defendant will continue to injure Plaintiff, causing damage to

Plaintiff in an amount to be determined at trial, and will cause irreparable injury to Plaintiff's goodwill and reputation associated with the value of the University Portfolio of Trademarks.

41. Upon information and belief, Defendant's conduct has been knowing, deliberate, willful, intended to cause confusion, or to cause mistake or to deceive and in blatant disregard of Plaintiff's rights.

42. Defendant knew, or by the exercise of reasonable care should have known, that their adoption and commencement of use in commerce and continuing use of trademark in the University Portfolio of Trademarks would cause confusion, mistake, or deception by customers, and/or members of the consuming public.

43. Defendant's egregious and intentional use of trademarks in the University Portfolio of Trademarks in connection with the marketing and sales of its services is likely to cause confusion, mistake, or to deceive, mislead, betray, and defraud consumers into believing that the services of Defendant are actually those of Plaintiff or are affiliated, approved, licensed or sponsored by Plaintiff.

44. Defendant's continuing and knowing use of trademarks in the University Portfolio of Trademarks constitutes false designation of origin and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a), causing Plaintiff to suffer substantial and irreparable injury for which it has no adequate remedy at law.

45. Defendant's wrongful conduct has permitted it to make profit on the strength of Plaintiff's goodwill and marketing, advertising, and consumer recognition.

46. Based on Defendant's wrongful conduct, Plaintiff is entitled to injunctive relief as well as monetary damages, and other remedies as provided by the Lanham Act, including Defendant's profits, treble damages, reasonable attorney fees, costs, and prejudgment interest.

SECOND CLAIM FOR RELIEF
Infringement of Common Law Rights in Trademarks

47. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs as if separately repeated here.

48. Plaintiff owns all right, title, and interest in the trademarks in the University Portfolio of Trademarks.

49. Defendant is not authorized to use any of the trademarks in the University Portfolio of Trademarks or any variations thereof, or any mark confusingly similar to the trademarks in the University Portfolio of Trademarks.

50. The trademarks within the University Portfolio of Trademarks are inherently distinctive.

51. Plaintiff has sold and offered for sale goods and services in commerce under each of the trademarks in the University Portfolio of Trademarks.

52. Defendant's unauthorized use of trademarks in the University Portfolio of Trademarks has caused and is likely to cause confusion, deception, and mistake by creating the false and misleading impression that Defendant's goods and/or services originate from Plaintiff, or are associated or connected with Plaintiff, or have the sponsorship, endorsement, or approval of Plaintiff.

53. Defendant has created, promoted, and advertised with trademarks in the University Portfolio of Trademarks in violation of and with knowledge of Plaintiff's rights to the trademarks in the University Portfolio of Trademarks for the purpose of trading upon Plaintiff's goodwill and reputation.

54. Defendant's conduct constitutes trademark infringement under Missouri common law and pursuant to Mo. Rev. Stat. §§ 417.056 and 417.066.

55. Defendant has caused, and is likely to continue to cause, substantial injury to Plaintiff and the public, and Plaintiff is entitled to injunctive relief and to recover Defendant's profits from the sale of the infringing goods and/or services, actual damages, corrective advertising damages, costs and reasonable attorneys' fees.

56. Defendant's wrongful conduct was willful and deliberate or recklessly indifferent to the rights of Plaintiff, warranting an award of punitive damages under Missouri common law.

57. Plaintiff is also entitled to permanent injunctive relief pursuant to Mo. Rev. Stat. § 417.061.

THIRD CLAIM FOR RELIEF
Dilution of Trademarks

58. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs as if separately repeated here.

59. Plaintiff owns all right, title, and interest in the trademarks in the University Portfolio of Trademarks. Defendant is not authorized to use any of the trademarks in the University Portfolio of Trademarks or any variations thereof, or any mark confusingly similar to the trademarks in the University Portfolio of Trademarks.

60. Each of the trademarks within the University Portfolio of Trademarks are inherently distinctive.

61. Defendant's use of the trademarks in the University Portfolio of Trademarks will cause blurring or tarnishing of the trademarks in the University Portfolio of Trademarks.

62. Defendant's infringing activities have caused and, unless enjoined by this Court, will continue to cause, irreparable injury and other damages to Plaintiff, its business, its reputation and goodwill, for which Plaintiff has no adequate remedy at law.

63. As described in this Complaint, Defendant has injured the business reputation of Plaintiff and diluted the distinctive quality of Plaintiff's common law trademarks.

64. The actions of Defendant constitute an injury to the business reputation of Plaintiff and dilution of Plaintiff's trademarks in violation of Mo. Rev. Stat. § 417.061.

FOURTH CLAIM FOR RELIEF
Common Law Unfair Competition

65. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs as if separately repeated here.

66. Defendant's conduct constitutes unfair competition that is prohibited under the common law of the State of Missouri.

67. Plaintiff has been damaged by this misconduct in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks the following relief:

A. An entry of judgment in Plaintiff's favor and against Defendant on all Counts contained this Complaint;

B. A declaration that Defendant's conduct of trademark infringement and unfair competition have been willful and that this case is exceptional;

C. An order enjoining, temporarily, preliminarily and permanently, Defendant, and each of its respective officers, agents, servants, employees, members, and attorneys, and all of those persons in active concert or participation with it from:

i. using any of the trademarks in the University Portfolio of Trademarks, or any mark that is confusingly similar thereto, in connection with the marketing or sale of goods or services; and

ii. any further acts of trademark infringement or unfair competition in violation of 15 U.S.C. § 1125(a) or Missouri common law;

D. Defendant be required to make a full and detailed report and accounting to Plaintiff of all funds collected by Defendant as a result of its trademark infringement and unfair competition;

E. Defendant be required to pay Plaintiff the costs of this action, including prejudgment and post judgment interest, and Plaintiff's reasonable attorneys' fees; and

F. For such other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues properly tried to a jury.

Dated: October 25, 2024

Respectfully submitted,

/s/ Nimrod Chapel, Jr.

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