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The Grove Inn, Inc.

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

05/21/2025
Clerk of the Court
BY: WILMA CORRALES
Deputy Clerk

SUPERIOR COURT OF STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO
UNLIMITED CIVIL JURISDICTION

THE GROVE INN, INC., a California Corporation,

Plaintiff,

v.

CHIRAG INVESTMENT COMPANY (CA) dba
THE INN ON GROVE;
PRAKASH L. PATEL, an individual, dba THE
INN ON GROVE;
SUBASH L. PATEL, an individual, dba THE INN
ON GROVE;
INNSIGHT.COM, INC., a Delaware Corporation;
and DOES 1 to 30, inclusive,

Defendants.

CASE NO.:

CGC-25-625545

COMPLAINT FOR

- 1. CALIFORNIA TRADE NAME INFRINGEMENT**
- 2. COMMON LAW TRADE NAME INFRINGEMENT**
- 3. FOR TRADEMARK INFRINGEMENT IN VIOLATION OF CAL. BUS. & PROF. CODE § 14320, ET SEQ.**
- 4. UNFAIR BUSINESS PRACTICES IN VIOLATION OF CAL. BUS. & PROF. CODE § 17200, ET SEQ.**

Plaintiff The Grove Inn, Inc. ("Plaintiff"), by and through its undersigned attorneys, complains and alleges against Defendants Chirag Investment Company (CA) dba The Inn on Grove ("Defendant Chirag"), Prakash L. Patel, an individual, dba The Inn on Grove ("Defendant Prakash"), Subash L. Patel, an individual, dba The Inn on Grove ("Defendant Subash"), InnSight.com, Inc., a Delaware Corporation ("Defendant InnSight"), and Does 1 to 30 as follows:

THE PARTIES

1. Plaintiff

1 a. Plaintiff is a California corporation in good standing. Plaintiff is qualified to do business in,
2 and at all times mentioned herein, was doing business in the state of California.

3 b. Plaintiff has owned and operated a premier boutique hotel named “The Grove Inn” in the
4 Alamo Square neighborhood of San Francisco for the past 40 years. Throughout that long history,
5 The Grove Inn has developed a reputation for quality, service and hospitality in the tradition of
6 fine European inns. The Grove Inn boasts a devoted return clientele. Moreover, The Grove Inn
7 relies on positive referrals and reviews for much of its business.

8 c. The Grove Inn is housed in an Italianate Victorian building that has served as a lodging house
9 since at least 1865. The Grove Inn is located one block from Alamo Square and the famous
10 “Painted Ladies” group of Victorian mansions. It is adjacent to the popular Lower Haight and
11 NoPa (North of the Panhandle) neighborhoods and convenient to Golden Gate Park.

12 d. The Grove Inn has been owned by the Zimmermann family for nearly 40 years. For that entire
13 time the Zimmermanns have strived to make every guest feel like family and to provide the highest
14 level of service possible. The Zimmermanns filed articles of incorporation with the office of the
15 California Secretary of State pursuant to section 200 of the California Corporations Code on
16 November 19, 1986.

17 e. As a result, Plaintiff has accumulated considerable good will and recognition in its the GROVE
18 INN mark, and consumers have come to associate the GROVE INN mark with quality service and
19 quaint and comfortable accommodations in San Francisco.

20 f. Plaintiff owns a registered California service mark on the words the GROVE INN for services
21 related to the provision of temporary accommodations, reservations and food and drink.

22 g. Plaintiff has been using the service mark “The Grove Inn” to designate its hospitality services
23 in commerce in California continuously since at least 1986. Examples of that use include, but are
24 not limited to, signage, business cards, flyers, brochures, advertisements and websites.

25 2. Plaintiff is informed and believes and thereon alleges that Defendant Chirag is an entity not
26 registered and qualified to do business in California, and at all times mentioned herein, was nevertheless
27 doing business in the State of California.

28 3. Plaintiff is informed and believes and thereon alleges that Defendant Prakash is an individual over

1 the age 18, and at all times relevant mentioned herein, is a resident of San Francisco County, California
2 and doing business in the State of California.

3 4. Plaintiff is informed and believes and thereon alleges that Defendant Subash is an individual over
4 the age 18, and at all times relevant mentioned herein, is a resident of San Francisco County, California
5 doing business in the State of California.

6 5. Plaintiff is informed and believes and thereon alleges that Defendants Chirag, Prakash, and Subash
7 began operating a motel in the Hayes Valley neighborhood of San Francisco in or around 2021 under the
8 name "Inn on Grove."

9 6. Plaintiff is informed and believes and thereon alleges that Defendants Chirag operated a motel
10 under a national budget motel service mark prior to operating under the name "Inn on Grove."

11 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein under the
12 fictitious names DOE ONE through DOE THIRTY, inclusive. Plaintiff will amend this complaint to
13 allege their true names and capacities when ascertained. Plaintiff is informed and believes that each of
14 the DOE defendants is responsible in some manner for the occurrences and injuries alleged in this
15 complaint.

16 8. Plaintiff is informed and believes that at all times mentioned in the causes of action to which this
17 paragraph is incorporated by reference, each and every Defendant was the agent or employee of each and
18 every other Defendant. In doing the things alleged in the causes of action into which this paragraph is
19 incorporated by reference, Plaintiff is informed and believes that each and every Defendant was acting
20 within the course and scope of this agency or employment and was acting with the consent, permission,
21 and authorization of each of the remaining Defendants. Plaintiff is informed and believes that all actions
22 of each of the Defendants alleged in the causes of action into which this paragraph is incorporated by
23 reference were ratified and approved by the officers or managing agents of every other Defendant.

24 **JURISDICTION AND VENUE**

25 9. Jurisdiction and venue are proper in San Francisco County Superior Court because the conduct
26 that gave rise to the claims in this action took place in this San Francisco County, and the parties to this
27 action resided and continue to reside in San Francisco Conty.

28 **FACTUAL ALLEGATIONS**

1 10. On or about July 13, 2021, Defendants Chirag, Prakash, and Subash filed a fictitious business
2 name statement in the County of San Francisco, under file number 2021-0394074, that they are doing
3 business as “Inn on Grove” at 465 Grove Street, San Francisco, CA 94102.

4 11. Plaintiff is informed and believes and thereon alleges that on or about December 15, 2020, the
5 website address, innongrove.com was registered by person or persons unknown.

6 12. Plaintiff is informed and believes and thereon alleges that on or about December 8, 2021, the
7 website of innongrove.com began displaying the message that “New Website Coming Soon.”

8 13. Plaintiff is informed and believes and thereon alleges that by July 29, 2024, the website of
9 innongrove.com had become fully functional and was operated by Defendant InnSight.

10 14. Plaintiff is informed and believes and thereon alleges that, after Defendants began operating under
11 the name “Inn on Grove” for its motel, customers and potential customers have confused the “Inn on
12 Grove” with “The Grove Inn.”

13 15. Plaintiff became aware of this confusion over the past several months. For example, the following
14 are recent instances where consumers were actually confused by the infringing name:

15 a. On or about December 11, 2024, a guest who had previously stayed at The Grove Inn,
16 attempted to check into The Grove Inn believing they had reserved a room at The Grove Inn. In
17 fact, they had mistakenly made the reservation for the Inn on Grove.

18 b. On or about October 13, 2024, an employee of Plaintiff spoke to a person calling from the
19 lobby of the Inn on Grove asking if they had a reservation at The Grove Inn. They stated that they
20 thought they had made a reservation at the Inn on Grove, but none had been found. Defendants’
21 employee suggested that they call The Grove Inn to see if they had made a reservation there.

22 c. On or about February 15, 2025, a guest of the Inn on Gough came to The Grove Inn to store
23 luggage at The Grove Inn because someone at the Inn on Grove had informed the guest that The
24 Grove Inn is the same as the Inn on Gough.

25 d. On or about February 18, 2025, a guest tried to check in at The Grove Inn but in fact had a
26 reservation with the Inn on Grove.

27 e. On or about March 12, 2025, a repeat guest of The Grove Inn rang the after-hours bell at The
28 Grove Inn attempting to check in. That guest did not have a reservation at The Grove Inn; rather

1 they had mistakenly reserved a room at Inn on Grove believing they were booking with The Grove
2 Inn.

3 f. On or about March 22, 2025, a guest with a reservation at the Inn on Grove who booked the
4 reservation for the available parking, tried to check in at The Grove Inn which does not have
5 parking facilities.

6 g. On or about March 22, 2025, another guest with a reservation at the Inn on Grove tried to
7 check in at The Grove Inn at or around 5:41 P.M. The guest left after realizing that he went to the
8 wrong hotel.

9 h. On or about May 7, 2025, a guest arrived at or around 2:00 P.M. to check in at The Grove Inn
10 but then realized the reservation was with the Inn on Grove while checking the reservation on the
11 guest's phone.

12 16. The foregoing are only examples of the consumer confusion resulting from Defendants' use of its
13 trade name and service mark that is confusingly similar to Plaintiff's senior mark.

14 17. Plaintiff is informed and believes and thereon alleges that Defendants are aware of and
15 intentionally encourages and profit from that consumer confusion. For example, The Inn on Grove is a
16 multi-story motel with guest rooms opening directly onto a parking lot and a busy street in the bustling
17 neighborhood of Hayes Valley. Yet Defendants' website using the confusing INN ON GROVE mark
18 relegates the only photos depicting the exterior of the motel or its vicinity to a secondary photo gallery
19 page.

20 18. Beginning on or about October 4, 2024, Plaintiff contacted Defendants on several occasions
21 informing them of Plaintiff's senior rights in its trade name and service mark, providing examples of the
22 ongoing confusion between Plaintiff's name and mark and Defendant's infringing name and mark, and
23 ask that Defendants cease and desist from infringing The Grove Inn name and marks. Defendants have
24 not agreed to cease and desist that use, but rather are continuing to knowingly, willfully and wantonly
25 infringe Plaintiff's name and marks.

26 **FIRST CAUSE OF ACTION**

27 **(For California Trade Name Infringement Against All Defendants)**

28 19. Plaintiff re-alleges each and every allegation in this Complaint and incorporate them by reference

1 as if fully set forth herein.

2 20. Pursuant to Cal. Bus. & Prof. Code §§ 14415 *et. seq.*, Plaintiff is the owner of the GROVE INN
3 trade name, is the first user of that name in San Francisco County and is using and has continuously used
4 that trade name in that county. As such, Plaintiff has the exclusive right to use that name and any
5 confusingly similar name. Defendants recently adopted the INN ON GROVE trade name to compete with
6 Plaintiff in San Francisco County. INN ON GROVE is confusingly similar to Plaintiff's trade name.

7 21. Pursuant to Cal. Bus. & Prof. Code § 14402, Plaintiff is entitled to an order enjoining Defendants
8 from continuing to use the confusingly similar trade name INN ON GROVE.

9 **SECOND CAUSE OF ACTION**

10 **(For Common Law Trademark Infringement Against All Defendants)**

11 22. Plaintiff re-alleges each and every allegation in this Complaint and incorporate them by reference
12 as if fully set forth herein.

13 23. As alleged herein, Defendants have engaged in trademark infringement under the common law of
14 the State of California.

15 24. The general consuming public of California and visitors to California recognize the GROVE INN
16 mark as designating Plaintiff's services. Plaintiff has common law trademark rights in the GROVE INN
17 mark under California law.

18 25. Defendants' use of the confusingly similar mark INN ON GROVE has created actual confusion
19 and is likely to continue to deceive the public into believing that Defendants' motel is Plaintiff's inn, or
20 that it is otherwise connected with The Grove Inn.

21 26. Defendants' wrongful activities in the State of California have caused Plaintiff irreparable injury.

22 27. Plaintiff is informed and believes that unless said conduct is enjoined by this Court, Defendants
23 will continue those activities to the continued and irreparable injury of Plaintiff. This injury includes a
24 reduction in the distinctiveness of Plaintiff's GROVE INN mark, and injury to Plaintiff's reputation that
25 cannot be remedied through damages alone, and Plaintiff has no adequate remedy at law.

26 28. Plaintiff is entitled to temporary and permanent injunctions restraining and enjoining Defendants
27 and its agents, employees, and all persons acting thereunder, in concert with, or on its behalf, from using
28 in commerce the GROVE INN marks or any colorable imitation thereof.

1 29. Plaintiff is also entitled to recover (i) Defendants' profits, (ii) Plaintiff's ascertainable damages,
2 and (iii) Plaintiff's costs of suit, including reasonable attorneys' fees.

3 **THIRD CAUSE OF ACTION**

4 **(For Trademark Infringement in Violation of Cal. Bus. & Prof. Code § 14320, *et seq.***

5 **Against All Defendants.)**

6 30. Plaintiff re-alleges each and every allegation in this Complaint and incorporate them by reference
7 as if fully set forth herein.

8 31. Plaintiff is the owner of the GROVE INN service mark pursuant to a valid registration with the
9 California Secretary of State pursuant to Cal. Bus. & Prof. Code § 14240. A copy of the Certificate of
10 Registration is attached hereto as Exhibit A.

11 32. Defendants have infringed and are infringing that registered mark by using the confusingly similar
12 name INN ON GROVE without Plaintiff's permission in connection with the advertising, sale, and
13 offering for sale of defendants' services so as to create likely and actual confusion as to the source or
14 origin of those services.

15 33. Pursuant to Cal. Bus. Prof. Code § 14250, Plaintiff is entitled to an order enjoining Defendants
16 from continuing to infringe and to an award of up to three (3) times Defendants' profits from their
17 infringing use and three (3) times Plaintiff's damages resulting from that infringement.

18 **FOURTH CAUSE OF ACTION**

19 **(For Unfair Business Practices in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.***

20 **Against All Defendants)**

21 34. Plaintiff re-alleges each and every allegation in this Complaint and incorporate them by
22 reference as if fully set forth herein.

23 35. As alleged herein, Defendants have engaged in unlawful and/or unfair business practices in
24 violation of the California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.*
25 by, among other things, engaging in tradename and trademark infringement.

26 36. Defendants' acts are unlawful and/or unfair under the UCL because Defendants' use of the INN
27 ON GROVE mark in California is likely to confuse consumers as to the source, origin, or affiliation of
28 Defendants' services, to misrepresent the nature, characteristics and qualities of Defendants' services

1 and/or to deceive or have a tendency to deceive a substantial segment of consumers into believing that
2 Defendants' hospitality services are provided by or associate with Plaintiff.

3 37. Defendants' acts of unfair competition in the State of California have caused Plaintiff irreparable
4 injury.

5 38. Plaintiff is informed and believes that unless said conduct is enjoined by this Court, Defendants
6 will continue those activities to the continued and irreparable injury of Plaintiff. This injury includes a
7 reduction in the distinctiveness of Plaintiff's GROVE INN mark, its house marks, and injury to Plaintiff's
8 reputation that cannot be remedied through damages alone, and Plaintiff has no adequate remedies at
9 law.

10 39. Plaintiff is entitled to a permanent injunction restraining and enjoining Defendants and its agents,
11 employees, and all persons acting thereunder, in concert with, or on its behalf, from using in commerce
12 the Plaintiff's Marks or any confusingly similar variation thereof (including INN ON GROVE).

13 40. Plaintiff is also entitled to recover (i) Defendant's profits, (ii) Plaintiff's ascertainable damages,
14 (iii) punitive and exemplary damages and (iv) Plaintiff's costs of suit, including reasonable attorneys'
15 fees.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for judgment as follows:

- 18 A. For entry of an order and judgment requiring that Defendants and its officers, agents, employees,
19 owners, and representatives, and all other persons, firms, or corporations in active concert or
20 participation with it, be permanently enjoined and restrained from (a) using in any manner the
21 GROVE INN marks, or any colorable imitation of those marks (including, but not limited to, INN
22 ON GROVE), as a trade name, trademark, service mark, or domain name; and (b) doing any act
23 or thing calculated or likely to cause confusion or mistake in the minds of members of the public,
24 or current or prospective customers of The Grove Inn's services, with respect to the nature or
25 source of the services offered by Defendants, or with regard to there being a connection between
26 Defendants and The Grove Inn;
- 27 B. Judgment requiring Defendants to account for and disgorge to Plaintiff all profits realized by
28 Defendants relating to the use of the GROVE INN mark and, as the Court may deem

1 appropriate, any additional amounts;

2 C. For reasonable attorney's fees and expenses of litigation to the extent provided by law incurred in
3 connection with this action;

4 D. For costs of suit;

5 E. Judgment requiring Defendants to pay pre- and post- judgment interest; and

6 F. For such other and further relief as this Court deems just and proper.

7 Dated: May 20, 2025


LAW OFFICE OF SEAN DEBRUINE

8
9 Sean DeBruine

10 By: Sean DeBruine
11 Attorney for Plaintiff The Grove Inn, Inc.

12 Dated: May 20, 2025

FRIED, WILLIAMS & GRICE CONNER LLP

13 
14 By: William C. Lynn / Clifford E. Fried
15 Attorneys for Plaintiff The Grove Inn, Inc.