

Troutman v. Symple Lending LLC

United States District Court for the Central District of California

June 18, 2025, Decided; June 18, 2025, Filed

8:25-cv-01181-JVS-10ES

Reporter

2025 U.S. Dist. LEXIS 140238 *; 2025 LX 229737

Eric Troutman et al. v. Symple Lending LLC

Counsel: [*1] Attorneys for Plaintiffs: Not Present.

Attorneys for Defendants: Not Present.

Judges: James V. Selna, United States District Judge.

Opinion by: James V. Selna

Opinion

CIVIL MINUTES - GENERAL

Proceedings: [IN CHAMBERS] Order Regarding Motion for Preliminary Injunction

Plaintiffs Troutman Amin, LLP and Eric J. Troutman ("Eric") (collectively "Troutman") filed an application for temporary restraining order and order to show cause. (Mot., Dkt. No. 10.) The Court granted the TRO, and issued an Order to Show Cause why a preliminary injunction should not issue. add TRO cite (OSC, Dkt. No. 19.) Defendant Symple Lending LLC ("Symple Lending") filed a response to the Order to Show Cause. (Opp'n, Dkt. No. 25.) Troutman replied. (Reply, Dkt. No. 27.)

For the following reasons, the Court **DENIES** the motion for preliminary injunction.

I. BACKGROUND

Eric J. Troutman alleges that he is the owner of a protected mark. (Decl. of Eric J. Troutman ("Eric's Decl."), Dkt. No. 10-1 ¶ 2.) The mark is described as follows:

[A] stylized shield with a thin blue border enclosing a thin gold border, and the interior of the shield

divided into four quadrants alternating in blue and gold. Inside the shield appears a smaller shield enclosing a design of [*2] a blue and gold lion with a thin blue border enclosing a thin gold border around the smaller shield. The lion is wearing a crown that is gold on the left and blue on the right. Two horizontal gold bands appear in each of the blue quadrants of the larger shield.

(Id. Ex. A.) Eric alleges that he has continuously used the mark since at least April 28, 2022. (Id. ¶ 3.) Beginning in May, 2023, Eric alleges that the mark became the primary visual logo for his law firm, Troutman Amin, LLP. (Id. ¶ 4.) Troutman Amin, LLP is a small firm with 10 attorneys. (Mot. at 12.)

Troutman alleges that it has made considerable financial investments into its mark. Beyond using the mark for internal purposes and on social media accounts and blogs, Troutman has spent over seven figures in total to display the mark on the Anaheim Duck's hockey rink, Cal Memorial Stadium in Berkeley, California, the Haas Pavillion in Berkeley, California, the Newport Beach International Boat Show, at the Irvine Global Village Festival, and in other advertisements. (See Compl., Dkt. No. 1, ¶¶ 34-38.)

Symple Lending is a marketing and sales business in the financial services industry. (Opp'n at 4.) Symple Lending has offices in [*3] Tampa, Florida, and Irvine, California. (Id.) Symple Lending argues that it has used the image of a lion to promote company culture since February 2024. (Id.) Symple Lending contends that it has used a few iterations of this lion symbol since its inception and that the symbol is only used internally for employee-only merchandise, such as stickers, patches, banners, clothes, and welcome material. (Id.)

Troutman argues that Symple Lending began infringing its mark in 2025 when it posted a photo of its lion symbol on its Instagram and LinkedIn pages. (Mot. at 12.) Further, Troutman argues that Symple Lending has used the lion symbol on a blown-up check to reward a record high sales commission—a picture of which

appeared online. (*Id.* at 12-13.)

On May 30, 2025, Troutman filed a Complaint allege five claims against Symple Lending: (1) trademark infringement, (2) false designation of origin, (3) dilution, (4) common law trademark infringement, and (5) unfair business practices. (See generally Compl.) Troutman now seeks a preliminary injunction to prevent Symple Lending from infringing its mark.

II. LEGAL STANDARD

[Federal Rule of Civil Procedure 65\(a\)](#) governs the issuance of preliminary injunctions. On an application for a preliminary [*4] injunction, the plaintiff has the burden to establish that (1) he is likely to succeed on the merits, (2) he is likely to suffer irreparable harm if the preliminary relief is not granted, (3) the balance of equities favors the plaintiff, and (4) the injunction is in the public interest. [Winter v. Nat. Res. Def. Council, Inc., 555 U.S. 7, 20 \(2008\)](#). A preliminary injunction is an extraordinary remedy never awarded as of right. *Id.* (citation omitted).

In the Ninth Circuit, the [Winter](#) factors may be evaluated on a sliding scale: "serious questions going to the merits, and a balance of hardships that tips sharply toward the plaintiff can support issuance of a preliminary injunction, so long as the plaintiff also shows that there is a likelihood of irreparable injury and that the injunction is in the public interest." [Alliance for the Wild Rockies v. Cottrell, 632 F.3d 1127, 1134-35 \(9th Cir. 2011\)](#). To satisfy the irreparable injury element, plaintiffs must "demonstrate that irreparable injury is likely in the absence of an injunction." [Winter, 555 U.S. at 22](#) (citations omitted).

III. DISCUSSION

A. Likelihood of Success on the Merits

To establish a likelihood of success for a claim of trademark infringement, a plaintiff must show that (1) it has a protectable ownership interest in the mark and that (2) the defendant's use of the mark is likely to cause consumer [*5] confusion. [Network Automation, Inc. v. Advanced Sys. Concepts, Inc., 638 F.3d 1137, 1144 \(9th Cir. 2011\)](#) (citing [Dep't of Parks & Recreation v. Bazaar Del Mundo Inc., 448 F.3d 1118, 1124 \(9th Cir. 2006\)](#)).

1. Protectable Ownership Interest in the Mark

There are three ways in which a party can establish that it has a protectable interest in a mark: "(1) it has a federally registered mark in goods or services; (2) its mark is descriptive but has acquired secondary meaning in the market; or (3) it has a suggestive mark, which is inherently distinctive and protectable." [Applied Info. Scis. Corp. v. eBay, Inc., 511 F.3d 966, 969-70 \(9th Cir. 2007\)](#).

Here, Troutman has a federally registered mark. (See Eric's Decl., Ex A.) Symple Lending notes that it "plans on seeking cancellation of [Troutman's] registration," but does not put forth an argument to rebut protectable ownership. (Opp'n at 9 n.1.) Thus, the Court finds that Troutman has a valid, protectable trademark.

2. Use of the Mark is Likely to Cause Consumer Confusion

The likelihood of confusion is governed by the [Sleekcraft](#)¹ factors: "(1) strength of the protected mark; (2) proximity and relatedness of the goods; (3) type of goods and the degree of consumer care; (4) similarity of the protected mark and the allegedly infringing mark, (5) marketing channel convergence; (6) evidence of actual consumer confusion; (7) defendant's intent in selecting the allegedly infringing mark; and (8) likelihood [*6] of product expansion." [Pom Wonderful LLC v. Hubbard, 775 F.3d 1118, 1125 \(9th Cir. 2014\)](#) (citation omitted). "[T]he relative importance of each factor will be case-specific . . . [and] it is often possible to reach a conclusion with respect to likelihood of confusion after considering only a subset of the factors." [Brookfield Commc'ns, Inc. v. W. Coast Ent. Corp., 174 F.3d 1036, 1054 \(9th Cir. 1987\)](#). This analysis requires that confusion "be probable, not simply a possibility." [Rodeo Collection, Ltd. v. W. Seventh, 812 F.2d 1215, 1217 \(9th Cir. 1987\)](#), abrogated on other grounds by [eBay Inc. v. MercExchange, LLC, 574 U.S. 388, 393 \(2006\)](#).

The Court will take each factor in turn.

a. Strength of the Protected Mark

A stronger mark receives more protection under the

¹ [AMF Inc. v. Sleekcraft Boats, 599 F.2d 341 \(9th Cir. 1979\)](#).

Lanham Act. [Sleekcraft, 599 F.2d at 348](#). A mark has both conceptual and commercial strength. [JL Beverage Co., LLC v. Jim Bean Brands Co., 828 F.3d 1098, 1106 \(9th Cir. 2016\)](#). A mark's conceptual strength "depends largely on the obviousness of its connection to the good or service to which it refers." *Id.* By contrast, a mark's commercial strength is determined by its recognition in marketplace. [Entrepreneur Media, Inc. v. Smith, 279 F.3d 1135, 1144 \(9th Cir. 2002\)](#). Courts classify "a mark along a spectrum of five categories ranging from strongest to weakest: arbitrary, fanciful, suggestive, descriptive, and generic." [JL Beverage, 828 F.3d at 1107](#) (citing [Network Automation, 638 F.3d at 1149](#)).

i. Conceptual Strength

Starting with conceptual strength, Troutman argues that the mark is arbitrary or fanciful at the very least because a lion has little connection to legal services. (Mot. at 17.) Symple Lending argues that the mark is weak because it exists [*7] in a "crowded field." (Opp'n at 10.) Specifically, Symple Lending cites to over 1100 pages of marks that depict a lion with a crown or lion inside a crest. (Decl. of Houston Fraley ("Fraley Decl."), Dkt. No. 25-1, Ex. D.) Indeed, Symple Lending is correct that "[w]hen similar marks permeate the marketplace, the strength of the mark decreases." [One Industries, LLC v. Jim O'Neal Distributing, Inc., 578 F.3d 1154, 1164 \(9th Cir. 2009\)](#).

The Court agrees that the mark is plainly arbitrary or fanciful, bearing little if any connection to the service it represents. While the mark weakly resembles that of some other lion-related marks across various fields,² the conceptual strength remains strong given its arbitrary nature. Thus, the mark falls in "the two strongest categories" and "trigger[s] the highest degree of trademark protection." See [JL Beverage, 828 F.3d at 1107](#) (internal citation and quotations omitted).

ii. Commercial Strength

² In reviewing a bulk of the 1100 pages of allegedly similar lion marks, the Court is unpersuaded that the market is crowded with similar marks. Many of the marks cited by Symple Lending bare almost no resemblance to Troutman's mark. Other marks share only the commonality of a lion or a crest. Few marks would strike a reasonable viewer as being "similar" and none of the marks viewed by the Court are as glaringly similar to Troutman's mark as Symple Lending's lion symbol.

The commercial strength of a mark depends on "actual marketplace recognition." [Network Automation, 638 F.3d at 1149](#). Considerable advertising expenditures can turn a conceptually suggestive mark into a strong mark where it has achieved actual marketplace recognition. See [Brookfield, 174 F.3d at 1058](#). Yet, the "lack of commercial strength cannot diminish the overall strength of a conceptually strong mark so as to render it undeserving of protection." [*8] [M2 Software, Inc. v. Madacy Enter., 421 F.3d 1073, 1081 \(9th Cir. 2005\)](#).

In this case, Troutman has shown considerable marketing expenditures and numerous high-profile sponsorships that tend to show the commercial strength of his mark. Among these sponsorships are: University of California, Berkeley, the Anaheim Ducks hockey rink, John Wayne International Airport, and the Newport Beach International Boat Show. (Mot. at 17.) While true that Troutman has not maintained this mark for an extensive period of time, his expenditures within this short period outweigh the length of use.

In total, the Court finds that the strength of the mark favors a likelihood of confusion both with respect to the mark's commercial and conceptual strength.

b. Proximity and Relatedness of Goods

Where the goods bearing the two marks are related, there is a concern that the customers may be confused as to the producer of the goods. [Official Airline Guides, Inc. v. Goss, 6 F.3d 1385, 1392 \(9th Cir. 1993\)](#). Thus, where the goods are similar in use and function, less similarity between the marks may be required. [Sleekcraft, 599 F.2d at 350](#). The proximity of the goods is measure by whether the products are: (1) complementary; (2) sold to the same class of purchasers; and (3) similar in use and function. *Id.* A plaintiff "need not establish that the parties are direct competitors" in order [*9] to succeed on this factor. [Rearden LLC v. Rearden Com., Inc., 683 F.3d 1190, 1212 \(9th Cir. 2012\)](#). The primary question is whether the goods or services would be "reasonably thought by the buying public to come from the same source if sold under the same mark." [Sleekcraft, 599 F.2d at 348 n.10](#).

In this case, Troutman Amin, LLP is a small law firm in Orange County with approximately ten attorneys. (Mot. at 12, 20.) Symple Lending operates as a marketing and sales business in the financial services industry. (Opp'n at 4.) It is undisputed that Troutman and Symple Lending are not direct competitors. Moreover, the

overlap between the relevant purchasing class is narrow given the different fields within which each party works. At bottom, the Court finds it unlikely that a reasonable consumer would view a law firm as providing a similar service to a loan marketing and sales business, even if under the same mark.

However, Troutman has shown *some* possibility of confusion where Symple Lending posted a photograph of an employee receiving a large faux check with the allegedly infringing mark for having the top commission on sales. (Mot. at 21.) Indeed, it is possible—though unlikely—that a reasonable consumer could confuse Troutman and Symple Lending by seeing such images that use the same mark. [*10]

Thus, this factor leans only slightly against a finding of likelihood of confusion.

c. Similarity of the Marks

The similarity of the marks "has always been considered a critical question in the likelihood-of-confusion analysis." [GoTo.com, Inc. v. Walt Disney Co., 202 F.3d 1199, 1205 \(9th Cir. 2000\)](#). The following axioms must guide the comparison: "first, the marks must be considered in their entirety as they appear in the marketplace; second, similarity is adjudged in terms of appearance, sound, and meaning; and third, similarities are weighted more heavily than differences." [Id. at 1206](#) (citations omitted). "Obviously, the greater the similarity between the two marks at issue, the greater the likelihood of confusion." [Id.](#)

Troutman argues that the marks are "practically identical" when considering the yellow lion, blue-and-yellow crown, inner blue crest, and blue and yellow patterned outer crest. (Mot. at 18.) The Court agrees. "With a single glance at the two images, one is immediately struck by their similarity." [GoTo.com, 202 F.3d at 1206](#). Here, both logos use a background crest with a thin blue bordering. (Mot. at 18.) In both logos, the crests are alternating patterns of navy blue and gold. ([Id.](#)) Inside the crest of both logos is another solid blue shield with a lion in the center. ([Id.](#) [*11]) Both lions are wearing golden crowns that are blue and gold. ([Id.](#))



Symple Lending argues that the marks are distinguishable. (Opp'n at 12.) Notably, Symple Lending points to the muted tannish gold and deep navy compared to the vibrant gold and navy blue on Troutman's logo. ([Id.](#)) Moreover, the crown on Symple Lending's logo is slightly different than the crown on Troutman's mark. ([Id.](#)) Finally, Symple Lending notes the slight dissimilarity between the style of crest used for each mark. ([Id.](#)) These arguments are unavailing for Symple Lending given the clear similarities and trivial distinctions between the two marks.

Symple Lending further argues that even if the marks appear similar in isolation, the marks are distinguishable in light of the way they are viewed in the marketplace. (Opp'n at 13.) Specifically, Symple Lending contends that Troutman's logo always appears "in lockup" or together with one of its slogans: "Troutman Amin LLP," "deserve to win," "TPCAworld.com" or "CIPAworld.com." ([Id.](#))

District courts must compare the similarity of the marks, even if identical, "in light of the way the marks are encountered in the marketplace[.]" [Lindy Pen Co., Inc. v. Big Pen Corp., 725 F.2d 1240, 1245 \(9th Cir. 1984\)](#). In [Lindy Pen](#), the Ninth Circuit reviewed the marks of [*12] two cheap ball point pen designs. [Id. at 1243-44](#). When viewed in isolation, the two marks were "indeed identical." [Id. at 1245](#). However, when considering "the dominance of the company marks and logos on the pens themselves and on all the packaging and promotional material," the differences in the marketplace "overc[ame] the similarity of the marks considered in isolation." [Id. at 1245](#).

Lindy Pen is helpful to resolve this issue. While the Court finds that Symple Lending's lion symbol is plainly similar in appearance to the mark, the presence of the slogans or company name in combination with the mark tends to slightly undercut the similarity of the marks when viewed in the marketplace. Indeed, on almost all of the images in Troutman's complaint, the mark is accompanied by clear and unambiguous text either identifying the law firm or referencing the firm's slogan "Deserve to Win." (See generally Compl.) Similarly, from the images provided to the Court, Symple Lending likewise uses its logo in combination with the lion symbol. Thus, when viewed in the marketplace, the similarity of the marks is much weaker than when viewed in isolation.

The Court finds that the glaring similarities between the marks only slightly increases [*13] in the likelihood of

confusion given the contrast by which the marks appear in the marketplace. Thus, the Court finds that this factor leans only slightly in favor of a likelihood of confusion.

d. Marketing Channels

Where products bearing the marks are marketed through similar channels, there is a greater likelihood of confusion. Official Airline Guides, 6 F.3d at 1393. To assess coverage of marketing channels, "courts consider whether the parties' customer bases overlap and how the parties advertise and market their products." Pom Wonderful, 775 F.3d at 1130. Courts also examine whether the types of goods overlap from the perspective of a typical buyer exercising ordinary caution." Sleekcraft, 599 F.2d at 353.

Symple Lending argues that it uses its logo "internally" and not to "represent or advertise" its brand or services in commerce. (Opp'n at 14.) According to Symple Lending, it only uses the logo on "employee-only swag, including stickers, patches, banners, clothing items, and new-hire welcome kit materials." (Id. at 4-5.) Team members also have this lion tattooed on their body to promote team unity. (Id. at 5.) Symple Lending concedes that on one occasion, the lion symbol was printed on a faux check to commemorate a record high sale commission—a picture which eventually circulated [*14] online. (Id. at 5.)

On the other hand, Troutman appears to use this mark on its own social media platforms, as well as on its physical advertisements across Orange County. (Mot. at 23.) Troutman also argues that Symple Lending uses its logo for online recruiting via its LinkedIn and Instagram social media accounts. (Mot. at 23.)

The Court finds that the marketing channels do not significantly overlap. The parties offer services to different clients in different fields. The mere fact that each party uses the allegedly infringing mark on social media does not automatically create coextensive marketing channels. See Playboy Enters., Inc. v. Netscape Commc'ns Corp., 354 F.3d 1020, 1028 (9th Cir. 2004) ("Given the broad use of the Internet today, the same could be said for countless companies. Thus, this factor merits little weight.")

Accordingly, this factor carries little weight.

e. Defendant's Intent

Although "an intent to confuse customers is not required for a finding of infringement," Brookfield, 174 F.3d at 1059, an "intent to deceive is strong evidence of a likelihood of confusion." Interstellar Starship Servs., Ltd. v. Epix, 184 F.3d 1107, 1111 (9th Cir. 1999). An inference of intent can be drawn from the fact that an accused infringer chose a similar mark from a seemingly infinite number of possible marks. Guess?, Inc. v. Tres Hermanos, 993 F. Supp. 1277, 1283 (C.D. Cal. 1997). Thus, this factor favors the plaintiff "where the alleged infringer [*15] adopted his mark with knowledge, actual or constructive, that it was another's trademark." JL Beverage, 828 F.3d at 1111 (quoting Brookfield, 174 F.3d at 1059).

Troutman argues that Symple Lending intentionally copied its mark. (Mot. at 27.) To support this assertion, Troutman states that at least one of Symple Lending's executives had connected with Troutman LLP on LinkedIn and thus seen the logo prior to Symple Lending developing its lion symbol. (Id.) Symple Lending provides no response to this assertion.³ At oral argument, Troutman could provide no concrete reason to suspect any connection between Symple Lending and Troutman LLP. While Troutman argues that discovery could reveal more connections, such position is merely speculative.

The Court finds that Troutman's "evidence" of intent is speculative and attenuated from a single LinkedIn connection—a ubiquitous form of social media connecting in the professional world. Such connection does not provide proof that Symple Lending knew about the logo, much less acted with intent to usurp it.

Therefore, this factor leans slightly against likelihood of confusion.

f. Evidence of Actual Confusion

Evidence of actual confusion is strong evidence that future confusion is likely. Thane Int'l Inc. v. Trek Bicycle Corp., 305 F.3d 894, 902 (9th Cir. 2002). However, a lack of such [*16] evidence is not dispositive. Century 21 Real Estate Corp. v. Sandlin, 846 F.2d 1175, 1178 (9th Cir. 1988); see also K-Swiss, 291 F. Supp. 2d at 1126 (granting preliminary injunction despite lack of

³ Symple Lending merely points the Court to Section I.C., entitled "Evidence the Marketplace is Flooded with Lion Head Logos." (See Mot. at 6-7.) This section does not explicitly rebut Troutman's claim of intent.

evidence of actual confusion).

In this case, Troutman does not provide any actual evidence of confusion. (See Mot. at 22.) The Court agrees with Troutman, however, that given the recency of the mark's creation and use, such a lack of evidence is neither surprising nor dispositive. Thus, this factor remains neutral.

g. Likelihood of Expansion to Other Markets

"Inasmuch as the trademark owner is afforded greater protection against competing goods, a 'strong possibility' that either party may expand his business to compete with the other will weigh in favor of finding that the present use is infringing." [Sleekcraft, 599 F.2d at 354](#) (citation omitted). When goods are closely related, any expansion is likely to result in direct competition. *Id.* (citation omitted). "Where two companies are direct competitors, this factor is unimportant." [Network Automation, 638 F.3d at 1153](#) (citing [Brookfield, 174 F.3d at 1060](#)).

Here, Troutman concedes that it is not expanding into financial marketing services. Likewise, Symple Lending admits that it cannot enter into legal services. Accordingly, this factor weighs against finding a likelihood of confusion.

h. Degree of Care Likely to be Exercised by Consumers [*17]

In assessing the likelihood of confusion, courts look to "the reasonably prudent purchaser exercising ordinary caution." [Official Airline Guides, 6 F.3d at 1393](#). When the "buyer has expertise in the field," or "when the goods are expensive," customers can be expected to exercise greater care. [Sleekcraft, 599 F.2d at 353](#) (citation omitted). However, this higher standard "will not preclude a finding that confusion is likely." *Id.*

A reasonably prudent consumer looking to obtain a loan or financial advice from a company such as Symple Lending would almost certainly know that Symple Lending is not a law firm. Not only would customers be expected to exercise greater care in selecting a loan servicer or a law firm, but both companies would likely exercise care in explaining the terms of their service to customers. This factor leans against finding a likelihood of confusion.

i. Weighing the Likelihood of Confusion Factors

On balance, the Court finds that the factors weigh against finding a likelihood of confusion. Of the eight [Sleekcraft](#) factors, only one factor—strength of the mark—strongly weighs in favor of finding a likelihood of confusion. The similarity of the marks slightly weighs in favor of finding confusion, but not enough to overcome the remaining factors, [*18] two of which remain neutral and four of which weigh against a finding of likelihood of confusion.

B. Remaining Winter Factors

Where, as here, Troutman has not shown a likelihood of success on the merits, there is no need for a determination of irreparable harm or balancing of hardships. [Global Horizons, 510 F.3d 1054, 1058 \(9th Cir. 2007\)](#) (citing [Sports Form, Inc. v. United Press Int'l, Inc., 686 F.2d 750, 752-53 \(9th Cir. 1982\)](#); [Leary v. Daeschner, 228 F.3d 729, 739 n.3 \(6th Cir. 2000\)](#); [The Pitt News v. Fisher, 215 F.3d 354, 366 \(3d Cir. 2000\)](#)).

IV. CONCLUSION

For the foregoing reasons, the Court **DENIES** the motion for preliminary injunction.

IT IS SO ORDERED.

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