

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION



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SAEILO ENTERPRISES, INC.)
)
Plaintiff,)
)
 v.)
)
SALIENT ARMS INTERNATIONAL,)
INC. and ARCHON FIREARMS, INC.,)
)
Defendants.)

1:19-CV-2040
Case No.: _____

COMPLAINT

For this Complaint against SALIENT ARMS INTERNATIONAL, INC. and ARCHON FIREARMS, INC., (together “Defendants”), Saeilo Enterprises, Inc. (“Saeilo”) hereby alleges:

A. SUBSTANCE OF THE ACTION

1. This case involves Defendants’ unauthorized use of Saeilo’s trademarks in violation of 15 U.S.C. § 1125. Defendants’ illicit actions arise out of the advertisement and sale of a miniature “Desert Eagle” that is confusingly similar to trademarks owned by Saeilo.

2. Defendants’ advertisement and sale of miniature guns bearing the name, shape, and/or design of the Desert Eagle violates 15 U.S.C. §§ 1125(a) and (c) prohibiting false designations of origin, false descriptions, and dilution and 15 U.S.C. § 1114(1). Saeilo has been damaged by Defendants’ use of Saeilo’s trademarks and designs and is likely to be damaged if Defendants’ use of Saeilo’s trademarks and designs continues. Saeilo is entitled to bring this civil action against Defendants that caused damage to Saeilo under 15 U.S.C. §§ 1116(a) and 1117(a), (c) and is entitled to injunctive relief, profits, damages and costs, attorney fees, and other expenses arising from Defendants’ violation.

B. THE PARTIES

3. Saeilo is a business organized and existing under the laws of the state of Pennsylvania with its principal office in Greeley, Pennsylvania, at 105 Kahr Ave., Greeley, PA 18425.

4. Defendant Salient Arms International, Inc. is a corporation organized and existing under the laws of the state of Nevada with its principle office in Las Vegas, NV at 6713 S. Eastern Ave, Las Vegas, NV 89119.

5. Defendant Archon Firearms, Inc. is a corporation organized and existing under the laws of the state of Nevada with its principle office in Las Vegas, NV at 6713 S. Eastern Ave, Las Vegas, NV 89119.

C. JURISDICTION AND VENUE

6. This Court has original jurisdiction over this action pursuant to 15 U.S.C. § 1121(a).

7. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1331.

8. Venue is proper pursuant to 28 U.S.C. §§ 1391(b).

D. GENERAL ALLEGATIONS

1. Saeilo's Property Rights

9. Saeilo has been in the business of manufacturing, advertising, selling, and distributing merchandise and firearms bearing the name, shape, and design of the Desert Eagle.

10. Saeilo owns federally-registered trademarks in the name, shape, and design of the Desert Eagle and the name ISRAEL MILITARY INDUSTRIES (IMI), granting Saeilo the exclusive right to manufacture, sell, distribute, and advertise products bearing the trademarked names and designs (the "Registered Trademark(s)").

11. Saeilo's design of the Desert Eagle is world famous, granting common law trademark rights in the shape and design of the Desert Eagle, and further granting Saeilo the exclusive right

to manufacture, sell, distribute, and advertise products bearing the Desert Eagle design (the “Common-Law Trademark(s)”).

12. Saeilo licenses its trademarks and designs, which generates significant revenue.

13. Relative to its business, Saeilo is the owner of certain intellectual property rights.

14. With regard to Saeilo, those intellectual property rights include, but are not limited to, the Registered Trademark(s) and the Common-Law Trademark(s).

15. With regard to Saeilo, those intellectual property rights include, but are not limited to markings that Saeilo uses on its products bearing the name, model number, descriptions, and/or design of the Desert Eagle.

16. Saeilo has acquired substantial goodwill among consumers by creating unique designs for use on their products.

17. As a result of such goodwill, and as a result of Saeilo’s significant capital investments to develop its brand, protect its brand, and to license its brand, Saeilo’s property rights in the name, shape, and design of the Desert Eagle have become highly valuable and widely recognizable.

2. Defendants’ Unlawful Use of Saeilo’s Property

18. Defendants are in the business of manufacturing and selling full size and miniature firearms. Defendants attended the Shot Show in Las Vegas, NV and displayed a miniature Desert Eagle for sale. Defendants subsequently advertised its miniature “Desert Eagle” on its website, arsenalfirearms.com.

19. Defendants sold a miniature Desert Eagle handgun at the Shot Show in Las Vegas, NV.

20. Defendants have not received permission from Saeilo, nor anyone acting on Saeilo’s behalf, to manufacture, advertise, distribute, or sell any items or firearms utilizing or embodying Saeilo’s markings or designs, Saeilo’s Registered or Common-law Trademarks, and/or to

incorporate or otherwise capitalize upon Saeilo's goodwill.

21. Subsequent to Saeilo's development, creation, and use of its markings, designs, and/or Registered or Common Law Trademarks, Defendants began using said markings, designs, and/or Registered or Common Law Trademarks without authorization.

22. Without authorization, Defendants have manufactured, advertised, distributed, offered for sale, and/or sold a miniature "Desert Eagle" handgun—embodying Saeilo's Registered and/or Common-Law Trademarks and/or Saeilo's markings, designs and goodwill.

23. In manufacturing, advertising, distributing, selling, offering for sale, and/or otherwise using the markings, shape, and/or designs of the Desert Eagle, Defendants misrepresented the identity, source, and/or quality of its products leading to confusion, mistake, and deceptive affiliation, connection, association with Saeilo as well as deceptive sponsorship or approval by Saeilo.

24. In manufacturing, advertising, distributing, selling, offering for sale, and/or otherwise using the Saeilo's Registered or Common-law Trademarks in connection with its product, Defendants misrepresented the identity and/or quality of its products leading to confusion, mistake, and deceptive affiliation, connection, association with Saeilo as well as deceptive sponsorship or approval by Saeilo.

25. In manufacturing, advertising, distributing, selling, offering for sale, and/or otherwise using the Saeilo's Registered Trademarks in connection with its product, Defendants misrepresented the identity and/or quality of its products leading to confusion, mistake, and deceptive.

26. As a result of Defendants' misrepresentation of its products, and/or Defendants' unauthorized and unlawful use of Saeilo's Registered and Common Law Trademarks, markings,

and designs, Saeilo has incurred significant expense and costs, to date, to both identify the source, scope and nature of the Defendants' unlawful use, and to curtail Defendants' further use.

E. PLAINTIFF'S CLAIMS

COUNT I

**CIVIL ACTION UNDER 15 U.S.C. § 1116(a) AND 1117(a) FOR
RECOVERY OF DAMAGES, COSTS, AND FEES ARISING
FROM DEFENDANTS' TRADEMARK INFRINGEMENT
IN VIOLATION OF 15 U.S.C. § 1114(1)**

27. Saeilo incorporates by reference the allegations contained in the preceding paragraphs 1 through 24 of this Complaint.

28. Defendants' manufacture, advertisement, distribution, sale, offer for sale, and/or use of Saeilo's Registered Trademarks on its miniature "Desert Eagle" leading to confusion, mistake, and deceptive affiliation, connection, and association with Saeilo.

29. As the owner of its Registered Trademark rights, Saeilo alone has the right to control and authorize the use of its Registered Trademarks.

30. Defendants used Saeilo's Registered Trademarks without Saeilo's consent and/or in a manner or to an extent other than that to which Saeilo had consented, advertised images of the product bearing the name, shape, and design of the Desert Eagle, and sold a miniature "Desert Eagle" at the Shot Show in Las Vegas, NV.

31. As a result of Defendants' trademark infringement, Saeilo was damaged and seeks its statutory remedies under 15 U.S.C. §§ 1116(a) and 1117, for Defendant's violation of 15 U.S.C. § 1114(1), including, but not limited to, injunctive relief, profits, treble damages, costs, attorney's fees, and all other relief deemed proper by this Court.

COUNT II

**CIVIL ACTION UNDER 15 U.S.C. § 1116(a) AND 1117(b) FOR
RECOVERY OF TREBELED DAMAGES AND REASONABLE
ATTORNEY'S FEES FROM DEFENDANTS' TRADEMARK
INFRINGEMENT IN VIOLATION OF 15 U.S.C. § 1125(a)**

32. Saeilo incorporates by reference the allegations contained in the preceding paragraphs 1 through 30 of this Complaint.

33. In manufacturing, advertising, distributing, selling, offering for sale, and/or otherwise using the markings, shape, and/or designs of the Desert Eagle, Defendants misrepresented the identity and/or quality of its products leading to confusion, mistake, and deceptive affiliation, connection, association with Saeilo as well as deceptive sponsorship or approval by Saeilo.

34. In manufacturing, advertising, distributing, selling, offering for sale, and/or otherwise using the Saeilo's Registered or Common-law Trademarks in connection with its product, Defendants misrepresented the identity and/or quality of its products leading to confusion, mistake, and deceptive affiliation, connection, association with Saeilo as well as deceptive sponsorship or approval by Saeilo.

35. As the owner of its markings, shape, designs, Common-law Trademarks and/or Registered Trademark rights, Saeilo alone has the right to control and authorize the use of its Registered Trademarks.

36. Defendants used in commerce words, terms, names, symbols, and/or devices as well as false designation of origin and/or false and/or misleading descriptions of fact that is substantially and confusingly similar to, or near identical to, that of Saeilo without Saeilo's consent and/or in a manner or to an extent other than that to which Saeilo had consented, in connection with

Defendants' goods and advertisements.

37. Defendants sold a miniature "Desert Eagle" at the Shot Show in Las Vegas, NV bearing the words, terms, names, symbols, and/or devices that are substantially and confusingly similar to, or near identical to, that of Saeilo.

38. As a result of Defendants' trademark infringement, Saeilo was damaged and seeks its statutory remedies under 15 U.S.C. §§ 1116(a) and 1117, for Defendant's violation of 15 U.S.C. § 1125(a), including, but not limited to, injunctive relief, profits, treble damages, costs, attorney's fees, and all other relief deemed proper by this Court.

COUNT III

**CIVIL ACTION UNDER 15 U.S.C. § 1116(a), 1117, AND 1125(c) FOR
RECOVERY OF DAMAGES, COSTS, AND FEES ARISING
FROM DEFENDANTS' TRADEMARK INFRINGEMENT
IN VIOLATION OF 15 U.S.C. § 1125(c)**

39. Saeilo incorporates by reference the allegations contained in the preceding paragraphs 1 through 37 of this Complaint.

40. In connection with its manufacture, advertisement, distribution, sale, offer for sale, and/or use of the miniature "Desert Eagle" bearing the shape, symbols, markings, designs, Common-law Trademarks and/or Registered Trademarks in commerce, Defendants used Saeilo's famous designs and registered marks without Saeilo's consent, leading to dilution by blurring.

41. Defendants' use of the shape, symbols, markings, designs, Common-law Trademarks and/or Registered Trademarks in connection to Defendants' manufacture, advertise, distribute, sell, and/or offer for sale products to make its products substantially and confusingly similar to, or near identical to, Saeilo's famous Desert Eagle to evoke its own sales.

42. As a result of Defendants' trademark infringement, Saeilo was damaged and seeks its statutory remedies under 15 U.S.C. §§ 1116(a), 1117, and 1125(c) for Defendant's violation of 15

U.S.C. § 1125(c), including, but not limited to, injunctive relief, profits, treble damages, costs, attorney's fees, and all other relief deemed proper by this Court.

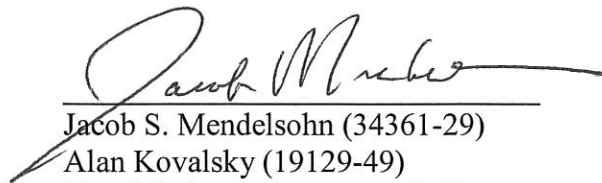
F. PRAYER FOR RELIEF

WHEREFORE, Saeilo prays for relief against Defendants in the form of statutory remedies under 15 U.S.C. §§ 1116(a), 1117, and 1125(c), including but not limited to, injunction, treble damages, costs, profits, and attorney's fees, as well as any other relief deemed proper by this Court.

DEMAND FOR JURY TRIAL

Saeilo hereby respectfully requests a trial by jury in this cause, and for all other relief just and proper in the premises.

Respectfully submitted,



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