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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

NORTH ATLANTIC OPERATING  
COMPANY, INC., a Delaware Corporation,  
NATIONAL TOBACCO COMPANY, L.P., a  
Delaware Limited Partnership, and REPUBLIC  
TECHNOLOGIES INTERNATIONAL S.A.S.,  
a French Société Par Actions Simplifiée.

Plaintiffs,

v.

INDIANA IMPORT LLC, an Indiana Limited  
Liability Company, AMEER A. SALAMA  
(a/k/a AMIN SALAMA, ALEX SALAMA, and  
RAMI SALAMA), an individual, SHAKER M.  
HUSSEIN, an individual, and AREEEJ 2020 Inc.  
d/b/a SMOKE & VAPE ZONE, an Ohio  
Corporation,

Defendants.

CASE NO. 1:25-cv-1592

**COMPLAINT**

Plaintiffs North Atlantic Operating Company, Inc. (“NAOC”); National Tobacco Company, L.P. (“NTC”) (together, NAOC and NTC are “North Atlantic”); and Republic Technologies International S.A.S. (“Republic”) (collectively, “Plaintiffs”), by and through their undersigned attorneys, hereby file their Complaint against Indiana Import LLC (“Indiana Import”), Ameer A. Salama (a/k/a Amin Salama, Alex Salama, and Rami Salama), Shaker M. Hussein, and Areej 2020 Inc. d/b/a Smoke & Vape Zone (together, “Defendants”) and allege as follows:

**NATURE OF ACTION**

1. Defendants have improperly and unlawfully sold, offered for sale, and distributed counterfeit versions of Plaintiffs’ ZIG-ZAG® and NORTH ATLANTIC OPERATING COMPANY® brand products. The counterfeit products marketed and sold by Defendants are of inferior quality and fail to meet Plaintiffs’ performance standards. As a result, Defendants’

counterfeiting activities have not only caused Plaintiffs lost sales, but also harmed, and continue to harm, Plaintiffs' respective brands, goodwill, and reputations. Through this action, Plaintiffs seek to enjoin Defendants from engaging in further marketing and sales of counterfeit products and to recover all monetary damages they have suffered.

2. Plaintiffs assert the following causes of action: (i) counterfeiting and trademark infringement in violation of the Trademark Act of 1946, 15 U.S.C. §§ 1114(1) and 1116(d); (ii) the use of false designations of origin and false and misleading descriptions and representations in violation of the Trademark Act of 1946, 15 U.S.C. § 1125(a); (iii) dilution in violation of the Trademark Act of 1946, 15 U.S.C., § 1125(c); (iv) unfair competition in violation of Indiana common law; (v) unjust enrichment; and (vi) conversion, theft, counterfeiting, and forgery, made actionable by the Indiana Crime Victim's Relief Act.

### **THE PARTIES**

3. Plaintiff NAOC is a Delaware corporation with a principal place of business at 5201 Interchange Way, Louisville, Kentucky 40229.

4. Plaintiff NTC is a Delaware limited partnership with an office and principal place of business at 5201 Interchange Way, Louisville, Kentucky 40229.

5. Plaintiff Republic Technologies International S.A.S. is a French Société Par Actions Simplifiée with a principal place of business at 3750 Avenue Julien Panchot – BP 424, 66004 Perpignan-Cedex, France.

6. Republic is the owner of the federally registered ZIG-ZAG® trademark, Smoking Man trademark (defined below), and variations thereof, for cigarette papers and related products ("ZIG-ZAG Marks").

7. NAOC and NTC are the exclusive U.S. licensees and distributors of ZIG-ZAG® branded cigarette paper booklets.

8. NAOC is the owner of the federally registered NORTH ATLANTIC OPERATING COMPANY, INC.® design mark and NORTH ATLANTIC OPERATING COMPANY® word mark (defined below) for cigarette papers and cigarette tubes (“NAOC Marks”).

9. Defendant Indiana Import LLC (“Indiana Import”) is an Indiana Limited Liability Company with a principal place of business at 9160 Ford Circle, Fishers, Indiana 46038.

10. Defendant Indiana Import has sold and offered for sale within this District counterfeit cigarette paper booklets that infringe the ZIG-ZAG Marks and NAOC Marks.

11. On information and belief, Defendant Ameer Salama (a/k/a Amin Salama, Alex Salama, and Rami Salama) is an owner and member of Indiana Import and is a citizen and resident of Indiana with an address of 13875 Wyandotte Place, Fishers, Indiana 46038.

12. Defendant Salama has directly and/or through Indiana Import, sold and offered for sale within this District counterfeit cigarette paper booklets that infringe the ZIG-ZAG Marks and NAOC Marks. On information and belief, Mr. Salama is personally directing the counterfeiting and unlawful activity described herein.

13. Defendant Shaker Hussein is an owner and member of Indiana Import and a citizen and resident of Indiana with an address of 13875 Wyandotte Place, Fishers, Indiana 46038.

14. On information and belief, Defendant Shaker Hussein has directly and/or through Indiana Import, sold and offered for sale within this District counterfeit cigarette paper booklets that infringe the ZIG-ZAG Marks and NAOC Marks. On information and belief, Shaker Hussein is personally directing the counterfeiting and unlawful activity described herein.

15. On information and belief, Areej 2020, Inc. is an Ohio corporation doing business as Smoke & Vape Zone with an address of 735 S. Erie Boulevard, Hamilton, Ohio 45011.

16. On information and belief, Smoke & Vape Zone works with Defendants Indiana Import, Mr. Salama and/or Mr. Hussein to sell and distribute the counterfeit cigarette papers discussed herein.

### **JURISDICTION AND VENUE**

17. The Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1338(a) and (b), because the claims address federal questions concerning the Lanham Act, 15 U.S.C. § 1121, trademark infringement of federally registered trademarks pursuant to 15 U.S.C. § 1114, and federal unfair competition pursuant to 15 U.S.C. § 1125(a), and 28 U.S.C. § 1332 as the action is between citizens of different States and the amount in controversy in this action, exclusive of interest and costs, exceeds the sum of \$75,000.

18. The Court has supplemental jurisdiction over the claims arising under the laws of the State of Indiana, pursuant to 28 U.S.C. § 1367(a), because the state law claims are so related to the federal subject-matter claims that they form part of the same case or controversy and derive from a common nucleus of operative fact.

19. This Court has personal jurisdiction over the Defendants because, *inter alia*, they (i) are residents of, or do business in, the State of Indiana and this District; (ii) committed tortious actions within, and directed to, this State; (iii) purposefully directed improper and unlawful activity at this State by distributing, marketing, and/or selling counterfeiting product in the State; and/or (iv) caused injury to Plaintiffs in this State.

20. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2), because, among other things, Defendants transact business in this judicial district, Defendants are subject to

personal jurisdiction in this judicial district, and a substantial part of the events or omissions giving rise to the claims occurred and are occurring in this District.

**FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

**Plaintiffs' Products and Relevant Intellectual Property**

21. North Atlantic is a leading importer and distributor of cigarette paper booklets. All of North Atlantic's cigarette paper booklets are manufactured in accordance with strict quality control standards, enabling North Atlantic to establish and maintain, over many years, a reputation for quality and consistency.

22. North Atlantic's leading brand is ZIG-ZAG®, which it has been licensing rights to use in connection with certain products, including cigarette paper booklets, from Republic and its predecessors for several decades per an exclusive licensing agreement.

23. For decades, North Atlantic and its predecessor-in-interest have continuously and exclusively distributed all authentic ZIG-ZAG® cigarette paper booklets in the United States.




24. Authentic ZIG-ZAG® cigarette paper booklets are manufactured in and imported from France, where Republic manufactures them using high quality ingredients and through a strictly controlled manufacturing process designed to create a high-quality and well-performing product.

25. North Atlantic distributes and sells cigarette paper booklets bearing the ZIG-ZAG Marks directly to North Atlantic's "direct accounts" (for the most part, large variety wholesale distributors throughout the United States). North Atlantic's direct accounts then distribute the products to retailers, and in some cases, to other wholesale distributors. Ultimately, the products are purchased by U.S. consumers at retail stores such as convenience stores, smoke shops, and

similar outlets. North Atlantic also sells cigarette paper booklets bearing the ZIG-ZAG Marks via online marketplaces such as Amazon.



26. During the more than 35 years that North Atlantic served as the exclusive distributor and seller of ZIG-ZAG® cigarette paper booklets in the United States, it has invested substantial time, effort, and money in advertising and promoting cigarette paper booklets under Republic's ZIG-ZAG Marks pursuant to the license agreement with Republic. Through those efforts, along with Republic's use of quality ingredients and strict manufacturing processes, products bearing the ZIG-ZAG Marks have developed a reputation as, and in fact are, high quality. And, in turn, ZIG-ZAG® cigarette paper booklets have become one of the leading brands of cigarette paper booklets in the United States.

27. The following "ZIG-ZAG Marks" are registered on the Principal Register:

Reg. Number	Trademark	Goods	Reg. Date
610,530	ZIG ZAG (Stylized) 	Class 34: Cigarette paper	August 16, 1955
1,127,946	ZIG ZAG (Word Mark)	Class 34: Cigarette papers	December 18, 1979
2,169,540	Smoking Man Design (Border) 	Class 34: Cigarette papers	June 30, 1998
2,169,549	Smoking Man Design (No Border) 	Class 34: Cigarette papers	June 30, 1998

28. The above trademark registrations are valid, subsisting, and incontestable.

29. The following “NAOC Marks” are registered on the Principal Register:

<b>Reg. Number</b>	<b>Trademark</b>	<b>Goods</b>	<b>Reg. Date</b>
2664695		Class 34: cigarette papers, cigarette tubes	December 17, 2002
2664694		Class 35: distributorships in the field of tobacco products and smokers accessories	December 17, 2002
2610473	NORTH ATLANTIC OPERATING COMPANY	Class 34: cigarette papers, cigarette tubes	August 20, 2002
2635446	NORTH ATLANTIC OPERATING COMPANY	Class 35: distributorships in the field of tobacco products and smokers accessories	October 15, 2002

30. Copies of the United States Patent and Trademark Office records of registrations for the ZIG-ZAG Marks and the NAOC Marks are attached as Exhibits 1-8.

31. Each Zig-Zag branded cigarette paper booklet displays at least one ZIG-ZAG Mark and at least one NAOC Mark.

32. North Atlantic and its predecessor-in-interest have continuously and exclusively used Republic’s ZIG-ZAG Marks (as an authorized, exclusive licensee of Republic), and its own NAOC Marks, including those listed above, in association with superior quality cigarette paper

booklets in the United States, and as a result, Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks have become famous.

33. North Atlantic has expended, and continues to expend, substantial time, money, and other resources in advertising and promoting Republic's ZIG-ZAG Marks (as an authorized, exclusive licensee of Republic) and its own NAOC Marks. As a result, cigarette paper booklets bearing Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks are widely recognized by consumers, the public, and the trade as being high-quality cigarette paper booklets manufactured by Republic and distributed by North Atlantic. The widespread fame, outstanding reputation, and significant goodwill associated with Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks are invaluable assets to Republic and North Atlantic respectively.

### **Defendants' Unlawful Conduct**

34. Defendants are unlawfully selling, offering for sale, and/or distributing cigarette papers that bear counterfeit imitations of the ZIG-ZAG Marks and NAOC Marks (the "Counterfeit Marks"). Examples of Defendants' products bearing Counterfeit Marks are shown below and attached as Exhibit 9:





35. For example, on March 28, 2023, Plaintiffs' investigators purchased 13 shipping cases of cigarette papers bearing Counterfeit Marks from Defendants Indiana Import and Mr. Salama for \$11,375. Defendants charged \$10.00 per 24 carton, and each shipping case contained between 80-100 cartons. Defendants delivered the counterfeit products directly to Plaintiffs' investigators in Michigan by truck.

36. On August 4, 2023, Plaintiffs' investigators purchased 360 cartons of cigarette papers bearing Counterfeit Marks from Defendants Indiana Import and Mr. Salama for \$3,240 at \$9.00 per carton. Plaintiffs' investigators purchased the product directly from Mr. Salama at 9160 Ford Circle, Fishers, Indiana.

37. On December 29, 2023, Plaintiffs' investigators purchased 300 cartons of cigarette papers bearing Counterfeit Marks from Defendants Indiana Import and Mr. Salama for \$2,700 at \$9.00 per carton. Plaintiffs' investigators purchased the product directly from Mr. Salama at 13875 Wyandotte Place, Fishers, Indiana.

38. On October 24, 2024, Plaintiffs' investigators purchased 50 cartons of cigarette papers bearing Counterfeit Marks from Defendants Indiana Import and Mr. Salama for \$450.00 at \$9.00 per carton. Plaintiffs' investigators purchased the product directly from Mr. Salama at 13875 Wyandotte Place, Fishers, Indiana.

39. On November 15, 2024, Plaintiffs' investigators purchased 96 cartons of cigarette papers bearing Counterfeit Marks from Defendants Indiana Import and Mr. Salama for \$864 at \$9.00 per carton. Plaintiffs' investigators picked up the product directly from Defendant Smoke & Vape Zone located at 735 Erie Street, Hamilton, Ohio.

40. On April 16, 2025, Plaintiffs' investigators purchased 52 cartons of cigarette papers bearing Counterfeit Marks from defendants Indiana Import and Mr. Salama for \$468 at \$9.00 per carton. Plaintiffs' investigators purchased the product directly from Mr. Salama at 13875 Wyandotte Place, Fishers, Indiana.

41. Prior to selling, offering for sale, and/or distributing products bearing the Counterfeit Marks, Defendants were aware of the vast goodwill represented and symbolized in Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks, and of the public recognition and reliance upon the ZIG-ZAG Marks and NAOC Marks as identifying authentic products manufactured by Republic and distributed by North Atlantic. Notwithstanding such knowledge, Defendants misappropriated the ZIG-ZAG Marks and NAOC Marks.

42. Defendants are offering for sale and selling products bearing the Counterfeit Marks, with the intent to confuse and mislead the public into believing that Defendants' products are genuine Plaintiff products or have been sponsored or approved by Plaintiffs.

43. Defendants' products bearing the Counterfeit Marks trade off of, and benefit from, the goodwill of Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks.

44. On information and belief, Defendants intend to continue to market and sell products bearing the Counterfeit Marks, without Plaintiffs' authorization and in violation of federal and state law.

45. Plaintiffs have been, and continue to be, damaged by Defendants' wrongful use of the ZIG-ZAG Marks and NAOC Marks. Among other things, the purchasing public is likely to be induced into purchasing Defendants' goods in the erroneous belief that they are genuine ZIG-ZAG® branded goods, which they are not.

46. Defendants have profited from their wrongful conduct by selling cigarette papers to persons in the United States who otherwise would have bought genuine ZIG-ZAG® and NORTH ATLANTIC OPERATING COMPANY® branded cigarette papers distributed by North Atlantic.

47. Defendants' products bearing the Counterfeit Marks are not subject to any known quality control standards, and Plaintiffs have no control over the nature and quality of Defendants' products being offered for sale bearing the Counterfeit Marks.

48. Defendants' marketing and sale of products bearing the Counterfeit Marks improperly and unlawfully deprives Plaintiffs of their absolute right to control the quality and relative safety of the products that appear to be sold under Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks.

49. Plaintiffs have suffered, and unless Defendants' conduct is enjoined by this Court, will continue to suffer, actual economic damages, in the form of lost sales, revenues, and profits, and irreparable harm to Plaintiffs' respective brand value, reputations, and goodwill, for which Plaintiffs have no adequate legal remedy.

**COUNT I**

**FEDERAL TRADEMARK INFRINGEMENT AND COUNTERFEITING  
(15 U.S.C. §§ 1114(1), 1116(d))**

***(against all Defendants)***

50. Plaintiffs repeat and reallege paragraphs 1 through 49 as if fully set forth herein.

51. The ZIG-ZAG Marks and NAOC Marks are fanciful and arbitrary and are associated in the minds of the public and consumers with Plaintiffs.

52. Defendants are using marks that are identical to or indistinguishable from genuine ZIG-ZAG Marks and NAOC Marks on cigarette paper booklets without Plaintiffs' approval, authorization, or consent.

53. Defendants' use of the Counterfeit Marks is likely to cause confusion in the minds of the public, leading the public to falsely believe that cigarette paper booklets being sold, offered for sale and/or distributed by Defendants emanate or originate from Plaintiffs and/or that Plaintiffs have approved, sponsored, or otherwise associated itself with the cigarette paper booklets being sold, offered for sale and/or distributed by Defendants.

54. Defendants' use of the Counterfeit Marks without Plaintiffs' authorization or consent is a willful and intentional infringement of the ZIG-ZAG Marks and NAOC Marks.

55. Defendants' conduct is intended to exploit Republic's goodwill and reputation associated with the ZIG-ZAG Marks and North Atlantic's goodwill and reputation associated with the NAOC Marks and to take a competitive advantage without expenditure of resources.

56. Plaintiffs have no control over the quality of the cigarette paper booklets distributed, marketed and/or sold by Defendants. Because of the likelihood of confusion as to the source of Defendants' products, Plaintiffs' valuable goodwill in their respective trademarks is at the mercy of, and being harmed by, Defendants.

57. Defendants' aforesaid acts have caused and, unless such acts are restrained by this Court, will continue to cause substantial and irreparable injury to Plaintiffs.

58. Plaintiffs have no adequate remedy at law.

59. As a result of Defendants' actions, Plaintiffs have suffered, and will continue to suffer, money damages in an amount to be proven at trial.

## **COUNT II**

### **UNFAIR COMPETITION AND FALSE DESIGNATIONS OF ORIGIN AND FALSE AND MISLEADING REPRESENTATIONS (15 U.S.C. §1125(a))**

#### ***(against all Defendants)***

60. Plaintiffs repeat and reallege paragraphs 1 through 49 as if set forth herein.

61. Defendants' use of the Counterfeit Marks constitutes unfair competition and a false designation of origin or false or misleading description or representation of fact, which is likely to deceive customers and prospective customers into believing that Defendants' cigarette paper booklets are associated with or sponsored by Plaintiffs, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

62. Upon information and belief, Defendants intentionally adopted and used the Counterfeit Marks to create consumer confusion and traffic off of Republic's reputation and goodwill associated with the ZIG-ZAG Marks and North Atlantic's reputation and goodwill associated with the NAOC Marks.

63. Plaintiffs have no control over the quality of the cigarette paper booklets sold by Defendants. Because of the likelihood of confusion as to the source of Defendants' products, Plaintiffs' valuable goodwill in their respective trademarks is at the mercy of, and being harmed by, Defendants.

64. Defendants' aforesaid acts have caused and, unless such acts are restrained by this Court, will continue to cause substantial and irreparable injury to Plaintiffs. Among other things, Defendants' actions have caused and are continuing to cause monetary harm (through lost sales) as well as harm to Plaintiffs' respective brands, goodwill, and reputations.

65. Plaintiffs have no adequate remedy at law.

66. As a result of Defendants' actions, Plaintiffs have suffered, and will continue to suffer, money damages in an amount to be proven at trial.

### **COUNT III**

#### **TRADEMARK DILUTION (15 U.S.C. § 1125(c)) (*against all Defendants*)**

67. Plaintiffs repeat and reallege paragraphs 1 through 49 as if set forth herein.

68. Defendants' aforesaid acts dilute the distinctive quality of the famous ZIG-ZAG Marks and NAOC Marks, in violation of 15 U.S.C. § 1125(c).

69. Defendants engaged in the aforesaid acts with the intent to trade on Plaintiffs' respective reputations or to cause dilution of Republic's famous ZIG-ZAG Marks and North Atlantic's famous NAOC Marks.

70. Defendants' aforesaid acts have caused and, unless such acts are restrained by this Court, will continue to cause substantial and irreparable injury to Plaintiffs.

71. Plaintiffs have no adequate remedy at law.

72. As a result of Defendants' actions, Plaintiffs have suffered, and will continue to suffer, money damages in an amount to be proven at trial.

**COUNT IV**

**COMMON LAW UNFAIR COMPETITION**

***(against all Defendants)***

73. Plaintiffs repeat and reallege paragraphs 1 through 49 as if set forth herein.

74. Defendants have unfairly and intentionally used the ZIG-ZAG Marks and NAOC Marks to misrepresent their cigarette paper booklets as originating from or having the sponsorship, affiliation, or approval of Plaintiffs.

75. Defendants have engaged in such unfair and improper conduct to trade off of, and benefit from, Republic's reputation and goodwill in Republic's ZIG-ZAG Marks and North Atlantic's reputation and goodwill in the NAOC Marks.

76. Defendants have derived, and continue to derive, unfair and illicit profits by trading off of the respective reputation and goodwill of Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks.

77. Through their use of the Counterfeit Marks, Defendants have unfairly caused prospective and actual customers of genuine ZIG-ZAG products to instead purchase Defendants' counterfeit products. As a result, Plaintiffs have lost sales and profits. Defendants have also harmed Plaintiffs' respective brands, goodwill, and reputations.

78. The acts described in Paragraphs 1 through 49 above, constitute unfair competition under this State's common law.

79. Defendants' aforesaid acts have caused and, unless such acts are restrained by this Court, will continue to cause substantial and irreparable injury to Plaintiffs.

80. Plaintiffs have no adequate remedy at law.

81. Defendants' conduct was oppressive, fraudulent, and malicious, entitling Plaintiffs to an award of punitive damages.

**COUNT V**

**COMMON LAW UNJUST ENRICHMENT**

***(against all Defendants)***

82. Plaintiffs repeat and reallege paragraphs 1 through 49 as if set forth herein.

83. Plaintiffs have invested substantial time, resources, and money developing, growing, and promoting Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks and the respective goodwill and reputation associated therewith.

84. Defendants have unfairly and intentionally used the ZIG-ZAG Marks and NAOC Marks to misrepresent their cigarette paper booklets as originating from or having the sponsorship, affiliation, or approval of Plaintiffs.

85. Defendants have engaged in such unfair and improper conduct in order to trade off of, and benefit from, the Republic's reputation and goodwill in the ZIG-ZAG Marks and North Atlantic's reputation and goodwill in the NAOC Marks.

86. Defendants have derived, and continue to derive, unfair and illicit profits by trading off of the respective reputation and goodwill of Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks.

87. By being able to trade off of, and profit from, Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks and the respective goodwill and reputation associated therewith, Defendants have been unjustly enriched.

88. It would be unjust for Defendants to be permitted to retain the illicit profits they earned through their sale of products bearing the Counterfeit Marks.

89. The acts described in Paragraphs 1 through 49 above, constitute unjust enrichment under this State's common law.

90. Defendants' aforesaid acts have caused and, unless such acts are restrained by this Court, will continue to cause substantial and irreparable injury to Plaintiffs.

91. Plaintiffs have no adequate remedy at law.

### **COUNT VI**

#### **THEFT IN VIOLATION OF INDIANA CODE § 35-43-4-2 et seq., UNDER THE INDIANA CRIME VICTIM'S RELIEF ACT, IND. CODE § 34-24-3-1**

*(against all Defendants)*

92. Plaintiffs repeat and reallege paragraphs 1 through 49 as if set forth herein.

93. Defendants have made (and, upon information and belief, continue to make) unauthorized use of Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks in connection with the sale, offering for sale, distribution, promotion, or advertising of Defendants' products bearing Counterfeit Marks.

94. By engaging in the unlawful, knowing, intentional, deliberate, and willful actions described above, Defendants have knowingly or intentionally exerted unauthorized control over Plaintiffs' valuable property—i.e., the ZIG-ZAG Marks and NAOC Marks, and their associated goodwill—with the intent to deprive Plaintiffs of a part of their value for Defendants' benefit.

95. Defendants' goodwill associated with the ZIG-ZAG marks and NAOC Marks are valuable property.

96. As the owner of the ZIG-ZAG Marks and the associated goodwill, Republic alone has the right to control and authorize the use of the ZIG-ZAG Marks, and the associated goodwill.

97. As the owner of the NAOC Marks and the associated goodwill, NAOC alone has the right to control and authorize the use of the NAOC Marks, and the associated goodwill.

98. Defendants obtained, took, sold, conveyed, encumbered, possessed and/or transferred all or a valuable part of Plaintiffs' property by making unauthorized use of the same in the advertisement and promotion of their own goods and services, namely, the products bearing Counterfeit Marks.

99. In connection with their unlawful activities, Defendants obtained, took, sold, conveyed, encumbered, possessed and/or transferred all or a valuable part of Plaintiffs' property for Defendants' own use and benefit and in exclusion and defiance of Plaintiffs' property interests.

100. Defendants promoted their own goods and services using the ZIG-ZAG Marks and NAOC Marks and in a manner or to an extent other than that to which Plaintiffs consented, because Plaintiffs granted no such consent.

101. In connection with their unlawful activities, Defendants misappropriated the ZIG-ZAG Marks and NAOC Marks, and associated goodwill for their own use and benefit and interfered with Plaintiffs' control over the same.

102. Under the Indiana Crime Victims' Relief Act, Ind. Code § 35-24-3-1, a person that suffers pecuniary loss as a result of the violation of Indiana Code sections 35-43 et seq. may bring a civil action against the person who caused the loss for treble damages, costs of the action, and reasonable attorneys' fees.

103. Plaintiffs are the victim of Defendants' theft and other knowing, intentional, deliberate, willful, and malicious actions set forth herein, and, as a direct and proximate result, has

suffered, and will continue to suffer, monetary damages and pecuniary losses in amounts to be proven at trial.

104. Plaintiffs are accordingly entitled to statutory remedies under the Indiana Crime Victim's Relief Act, Indiana Code § 34-24-3-1 for Defendants' violations of Indiana Code § 35-43-4-2, including but not limited to treble damages, costs, and attorneys' fees.

105. Plaintiffs have been, and continue to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, Plaintiffs' reputation and the goodwill associated with the ZIG-ZAG Marks and NAOC Marks, will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, Plaintiffs are entitled to injunctive relief.

## **COUNT VII**

### **CONVERSION IN VIOLATION OF INDIANA CODE § 35-43-4-3 *et seq.*, UNDER THE INDIANA CRIME VICTIM'S RELIEF ACT, IND. CODE § 34-24-3-1**

***(against all Defendants)***

106. Plaintiffs repeat and reallege paragraphs 1 through 49 as if set forth herein.

107. Defendants have made (and, upon information and belief, continue to make) unauthorized use of Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks in connection with the sale, offering for sale, distribution, promotion, or advertising of Defendants' products bearing Counterfeit Marks.

108. By engaging in the unlawful, knowing, intentional, deliberate, and willful actions described above, Defendants have knowingly or intentionally exerted unauthorized control over Plaintiffs' valuable property—i.e., the ZIG-ZAG Marks and NAOC Marks, and their associated goodwill—with the intent to deprive Plaintiffs of a part of their value for Defendants' benefit.

109. Defendants' goodwill associated with the ZIG-ZAG marks and NAOC Marks are valuable property.

110. As the owner of the ZIG-ZAG Marks and the associated goodwill, Republic alone has the right to control and authorize the use of the ZIG-ZAG Marks, and the associated goodwill.

111. As the owner of the NAOC Marks and the associated goodwill, NAOC alone has the right to control and authorize the use of the NAOC Marks, and the associated goodwill.

112. Defendants obtained, took, sold, conveyed, encumbered, possessed and/or transferred all or a valuable part of Plaintiffs' property by making unauthorized use of the same in the advertisement and promotion of their own goods and services, namely, the products bearing Counterfeit Marks.

113. In connection with their unlawful activities, Defendants obtained, took, sold, conveyed, encumbered, possessed and/or transferred all or a valuable part of Plaintiffs' property for Defendants' own use and benefit and in exclusion and defiance of Plaintiffs' property interests.

114. Defendants promoted their own goods and services using the ZIG-ZAG Marks and NAOC Marks and in a manner or to an extent other than that to which Plaintiffs consented, because Plaintiffs granted no such consent.

115. In connection with their unlawful activities, Defendants misappropriated the ZIG-ZAG Marks and NAOC Marks, and associated goodwill for their own use and benefit and interfered with Plaintiffs' control over the same.

116. Under the Indiana Crime Victims' Relief Act, Ind. Code § 35-24-3-1, a person that suffers pecuniary loss as a result of the violation of Indiana Code sections 35-43 et seq. may bring a civil action against the person who caused the loss for treble damages, costs of the action, and reasonable attorneys' fees.

117. Plaintiffs are the victim of Defendants' theft and other knowing, intentional, deliberate, willful, and malicious actions set forth herein, and, as a direct and proximate result, has suffered, and will continue to suffer, monetary damages and pecuniary losses in amounts to be proven at trial.

118. Plaintiffs are accordingly entitled to statutory remedies under the Indiana Crime Victim's Relief Act, Indiana Code § 34-24-3-1 for Defendants' violations of Indiana Code § 35-43-4-3, including but not limited to treble damages, costs, and attorneys' fees.

119. Plaintiffs have been, and continue to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, Plaintiffs' reputation and the goodwill associated with the ZIG-ZAG Marks and NAOC Marks, will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, Plaintiffs are entitled to injunctive relief.

**COUNT VIII**  
**COUNTERFEITING IN VIOLATION OF INDIANA CODE § 35-43-5-2(a), UNDER**  
**INDIANA CRIME VICTIM'S RELIEF ACT, IND. CODE § 34-24-3-1**

***(against all Defendants)***

120. Plaintiffs repeat and reallege paragraphs 1 through 49 as if set forth herein.

121. Defendants have made (and, upon information and belief, continue to make) unauthorized use of Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks in connection with the sale, offering for sale, distribution, promotion, or advertising of Defendants' products bearing Counterfeit Marks.

122. Defendants' counterfeit products that make use of the ZIG-ZAG Marks and NAOC Marks, and all advertisements and promotional materials associated therewith, are written instruments under Indiana Code § 35-43-5-1(s).

123. In connection with unlawful activities in Indiana, namely, importing, selling, offering for sale, and/or distributing Counterfeit Products, Defendants, made, uttered, and/or possessed written instruments, namely Counterfeit Products bearing Counterfeit Marks, in such a manner that they purport to have been made by Republic.

124. Indiana Import, at the direction of Hussein, and Salama, began using the Counterfeit Marks on written instruments (namely, counterfeit cigarette papers) in an effort to cause confusion among the consuming public and deceive consumers into believing that the products are genuine

ZIG-ZAG and NAOC products, or are made, authorized, sponsored, or endorsed by or otherwise connected or associated with Plaintiffs (and thus trade off of Plaintiffs' goodwill and receive ill-gotten gains).

125. Defendants were not given the authority necessary to take the actions described herein.

126. By engaging in the unlawful, knowing, intentional, deliberate, and willful actions described above, Defendants have made or uttered a written instrument in such a manner that it purports to have been made by Plaintiffs or with Plaintiffs' authority, sponsorship, or approval.

127. By engaging in the unlawful, knowing, intentional, deliberate, and willful actions described above, Defendants have possessed more than one written instrument knowing that the written instruments were made in such a manner that it purports to have been made by Plaintiffs or with Plaintiffs' authority, sponsorship, or approval.

128. Under the Indiana Crime Victims' Relief Act, Ind. Code § 35-24-3-1, a person that suffers pecuniary loss as a result of the violation of Indiana Code sections 35-43 et seq. may bring a civil action against the person who caused the loss for treble damages, costs of the action, and reasonable attorneys' fees.

129. Plaintiffs are the victims of Defendants' counterfeiting and other knowing and intentional actions set forth herein, and, as a direct and proximate result, have suffered, and will continue to suffer, monetary damages and pecuniary losses in amounts to be proven at trial.

130. Plaintiffs are accordingly entitled to statutory remedies under the Indiana Crime Victim's Relief Act, Indiana Code § 34-24-3-1 for Defendants' violations of Indiana Code § 35-43-5-2(a), including but not limited to treble damages, costs, and attorneys' fees.

131. Plaintiffs have been, and continue to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, Republic's reputation and the goodwill associated with the ZIG-ZAG Marks, will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, Republic is entitled to injunctive relief.

**COUNT IX**  
**FORGERY IN VIOLATION OF INDIANA CODE § 35-43-5-2(b), UNDER THE**  
**INDIANA CRIME VICTIM'S RELIEF ACT, IND. CODE §§ 34-24-3-1**

*(against all Defendants)*

132. Plaintiffs repeat and reallege paragraphs 1 through 49 as if set forth herein.

133. Defendants have made (and, upon information and belief, continue to make) unauthorized use of Republic's ZIG-ZAG Marks and North Atlantic's NAOC Marks in connection with the sale, offering for sale, distribution, promotion, or advertising of Defendants' products bearing Counterfeit Marks.

134. Defendants' counterfeit products that make use of the ZIG-ZAG Marks and NAOC Marks, and all advertisements and promotional materials associated therewith, are written instruments under Indiana Code § 35-43-5-1(s).

135. In connection with unlawful activities in Indiana, namely, importing, selling, offering for sale, and/or distributing Counterfeit Products, Defendants, made, uttered, and/or possessed written instruments, namely Counterfeit Products bearing Counterfeit Marks, in such a manner that they purport to have been made by Republic.

136. Indiana Import, at the direction of Hussein, and Salama, began using the Counterfeit Marks on written instruments (namely, counterfeit cigarette papers) in an effort to cause confusion among the consuming public and deceive consumers into believing that the products are genuine ZIG-ZAG and NAOC products, or are made, authorized, sponsored, or endorsed by or otherwise connected or associated with Plaintiffs (and thus trade off of Plaintiffs' goodwill and receive ill-gotten gains).

137. Defendants were not given the authority necessary to take the actions described herein.

138. By engaging in the unlawful, knowing, intentional, deliberate, and willful actions described above, Defendants have made or uttered a written instrument in such a manner that it purports to have been made by Plaintiffs or with Plaintiffs' authority, sponsorship, or approval.

139. By engaging in the unlawful, knowing, intentional, deliberate, and willful actions described above, Defendants have possessed more than one written instrument knowing that the written instruments were made in such a manner that it purports to have been made by Plaintiffs or with Plaintiffs' authority, sponsorship, or approval.

140. Under the Indiana Crime Victims' Relief Act, Ind. Code § 35-24-3-1, a person that suffers pecuniary loss as a result of the violation of Indiana Code sections 35-43 et seq. may bring a civil action against the person who caused the loss for treble damages, costs of the action, and reasonable attorneys' fees.

141. Plaintiffs are the victims of Defendants' counterfeiting and other knowing and intentional actions set forth herein, and, as a direct and proximate result, have suffered, and will continue to suffer, monetary damages and pecuniary losses in amounts to be proven at trial.

142. Plaintiffs are accordingly entitled to statutory remedies under the Indiana Crime Victim's Relief Act, Indiana Code § 34-24-3-1 for Defendants' violations of Indiana Code § 35-43-5-2(b), including but not limited to treble damages, costs, and attorneys' fees.

143. Plaintiffs have been, and continue to be, damaged by Defendants' willful and unlawful activities and conduct, and unless Defendants' conduct is enjoined, Republic's reputation and the goodwill associated with the ZIG-ZAG Marks, will continue to suffer irreparable injury that cannot adequately be calculated or compensated by monetary damages. Accordingly, Republic is entitled to injunctive relief.

**WHEREFORE**, Plaintiffs prays for judgment against Defendants as follows:

1. That Defendants and their respective agents, servants, employees, attorneys, successors, and assigns, and any and all persons acting in concert or participating with them, or any of their successors or assigns, be permanently enjoined and restrained from directly or indirectly:

- a. using the ZIG-ZAG Marks, NAOC Marks, or any reproduction, counterfeit, copy, or colorable imitation of said marks, in connection with the importation, sale, offer for sale, or distribution of cigarette paper booklets that are not genuine ZIG-ZAG® or NORTH ATLANTIC OPERATING COMPANY® cigarette paper booklets;
- b. using the ZIG-ZAG Marks, NAOC Marks, or any reproduction, counterfeit, copy, or colorable imitation of the same, in any manner likely to cause others to believe that Defendants' products are connected with Plaintiffs or are genuine ZIG-ZAG® or NORTH ATLANTIC OPERATING COMPANY® branded products;
- c. passing off, inducing, or enabling others to sell or pass off any merchandise which is not genuine ZIG-ZAG® branded merchandise as genuine ZIG-ZAG® branded merchandise or NORTH ATLANTIC OPERATING COMPANY® branded merchandise as NORTH ATLANTIC OPERATING COMPANY® branded products;
- d. making any false or misleading statements regarding Plaintiffs or their goods, or the relationship between Plaintiffs and Defendants;
- e. committing any other acts calculated to cause purchasers to believe that Defendants' products are genuine ZIG-ZAG® branded or NORTH ATLANTIC OPERATING COMPANY® branded products;
- f. shipping, delivering, holding for sale, importing, distributing, returning, transferring, or otherwise moving or disposing of in any manner such cigarette paper booklets or packaging falsely bearing one or more of the ZIG-ZAG Marks or NAOC Marks or any reproduction, counterfeit, copy, or colorable imitation of the same; and

- g. assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above subparagraphs (a) through (f).
2. That Defendants and any and all persons controlled by or acting in concert with Defendants be required to deliver to Plaintiffs for destruction all goods, packages, and any other written or printed materials that bear or depict the ZIG-ZAG Marks or NAOC Marks, or any reproduction, counterfeit, copy, or colorable imitation of the same, or anything other than genuine ZIG-ZAG® branded or NORTH ATLANTIC OPERATING COMPANY® cigarette paper booklets, or that are otherwise in violation of this Court's order issued pursuant hereto, and all means for making the same.
3. That Defendants be required to account to Plaintiffs for Defendants' profits from the sale of infringing cigarette paper booklets and for such sum in addition thereto as the Court shall find just.
4. That this case be found exceptional and Plaintiffs awarded its attorney's fees pursuant to 15 U.S.C. § 1117(a).
5. That Plaintiffs recover the damages arising out of Defendants' wrongful acts in a sum equal to three times the actual damages suffered by Plaintiffs, as provided in 15 U.S.C. § 1117(b).
6. That Plaintiffs be awarded statutory damages in lieu of actual damages, as provided in 15 U.S.C. § 1117(c).
7. That Defendants be required to disgorge their profits and other ill-gotten gains.
8. That Plaintiffs have and recover taxable costs of this action, including reasonable attorney's fees and interest.

9. That Plaintiffs be awarded punitive damages in view of Defendants' wanton and deliberate illegal acts committed with oppression, fraud, or malice.
10. That Defendants be ordered to file with the Court and serve upon Plaintiffs, within thirty (30) days after the service of the injunction upon Defendant, a report in writing under oath setting forth in detail the manner and form in which Defendant has complied with the injunction and judgment entered pursuant to this Complaint.
11. That Plaintiffs be awarded such other and further relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demands a trial by jury of all triable issues raised by this Complaint.

Respectfully submitted,

Dated: August 11, 2025

By: /s/ Jacqueline V. Brousseau

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