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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding no.	91276101
Party	Defendant Arrehman Arraheem Corporation
Correspondence address	SARAH J. RING PORTER HEDGES LLP 1000 MAIN STREET 36TH FLOOR HOUSTON, TX 77002 UNITED STATES Primary email: sring@porterhedges.com Secondary email(s): edeese@porterhedges.com 713-226-6654
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Date	03/29/2023
Attachments	Notice of Related Proceedings.pdf(210852 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

BUNDOO KHAN USA, LLC

*Petitioner-Opposer,*

v.

ARREHMAN ARRAHEEM CORP.

*Registrant-Applicant.*

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OPPOSITION NO. 91276101

CANCELLATION NO. 92080482

**NOTICE OF RELATED PROCEEDINGS**

Arrehman Arraheem Corporation (“Arrehman”), by and through undersigned counsel, files this Notice of Related Proceedings, and states as follows:

1. Arrehman hereby notifies the Board that it has filed a Petition to Cancel U.S. Trademark Reg. No. 6,623,887, allegedly owned by petitioner-opposer Bundoo Khan USA LLC (“BK USA”). The Petition to Cancel shares common questions of law and fact with these consolidated proceedings.

2. Additionally, it has come to Arrehman’s attention that BK USA has filed two federal lawsuits asserting rights in marks that are confusingly similar to Arrehman’s registered trademark, BUNDU KHAN KABAB HOUSE, U.S. Trademark Reg. No. 4,011,592. These proceedings are *Bundoo Khan USA LLC v. Maska Food Service LLC*, 2:22-cv-01838, pending in the United States District Court for the District of Arizona, and *Bundoo Khan USA LLC v. Bundu Khan Kabab House, Inc.*, 1:23-cv-02008, pending in the United States District Court for the Eastern District of New York. True and correct copies of BK USA’s original Complaint in both cases are attached hereto as Exhibits 1 and 2.

Respectfully submitted,

**PORTER HEDGES LLP**

By: /s/ Sarah J. Ring

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**ATTORNEYS FOR ARREHMAN ARRAHEEM  
CORPORATION**

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing was served on BK USA by electronic mail on March 29, 2023 to its counsel of record:

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/s/ Sarah J. Ring

Sarah J. Ring

# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

BUNDOO KHAN USA LLC, a  
California Limited Liability Company,

Plaintiff,

vs.

BUNDU KHAN KABAB HOUSE, INC.,  
a New York Corporation,

Defendant.

Case No. \_\_\_\_\_

**COMPLAINT FOR TRADEMARK  
INFRINGEMENT, FEDERAL AND  
STATE UNFAIR COMPETITION,  
UNFAIR COMPETITION UNDER  
THE PARIS CONVENTION,  
TRADEMARK DILUTION AND  
FOR DECLARATORY RELIEF**

Plaintiff Bundoo Khan USA LLC (“Plaintiff”), by and through its attorneys,  
brings this action and alleges against defendant Bundu Khan Kabab House, Inc.  
 (“Defendant”), as follows:

**INTRODUCTION**

1. Plaintiff is the exclusive licensee and franchisee of the original  
BUNDOO KHAN restaurant, based in Karachi, Pakistan. The original BUNDOO  
KHAN restaurant is known the world over, and particularly in Pakistani  
communities for its superior quality, service and authenticity.

2. Defendant is not affiliated or connected with the original Bundoo  
Khan restaurant (or Plaintiff). Yet in a blatant effort to trade off the goodwill of

this famous brand, Defendant has opened and is currently operating a restaurant in Queens, New York under the BUNDU KHAN name.

3. By this action Plaintiff seeks to hold Defendant accountable for its attempts to falsely associate itself with the original Bundoo Khan restaurant, for its acts of service mark infringement relating to the BUNDOO KHAN mark, unfair competition and deceptive acts and practices

### **JURISDICTION AND VENUE**

4. This action arises under the trademark laws of the United States. This Court has original jurisdiction over the subsequent matter of this action pursuant to 28 U.S.C. §§1331(a) and 15 U.S.C. §1121(a). The claims alleged herein arise under The Lanham Act, 15 U.S.C. §§ 1125 and 1126, and the Declaratory Judgment Act, 28 U.S.C. §2201, *et seq.*

5. This Court has supplemental jurisdiction over any claim herein arising under the laws of the State of New York pursuant to 28 U.S.C. §§1338(b) and 1367 because the claims are so related to Plaintiff's federal claims that they form part of the same case or controversy under Article III of the United States Constitution.

6. This Court has personal jurisdiction over Defendant as Defendant has expressly aimed its activities at this district, availing itself of this forum.

7. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391 because a substantial part of the events giving rise to the claimed alleged herein occurred in this judicial district.

### **THE PARTIES**

8. Plaintiff Bundoo Khan USA LLC, is a California limited liability company with a principal place of business located at 680 Langsdorf Drive, Suite 211, Fullerton, California 92831.

9. Plaintiff is informed and believes, and on that basis alleges, that Defendant is a corporation existing under the laws of New York with its principal place of business at 253-19 Union Tpke, Glen Oak, New York 11040.

10. Plaintiff is informed and believes, and on that basis alleges, that Defendant operates a restaurant in the Queens, New York area. Plaintiff is informed and believes, and on that basis alleges, that Defendant uses the name BUNDU KHAN in connection with its restaurant services.

11. Plaintiff is the exclusive licensee and franchisee of the original BUNDOO KHAN restaurant, based in Karachi, Pakistan.

12. Mr. Bundoo Khan was born in 1890 in India and migrated with his family to Karachi, Pakistani after the partition of India and Pakistan. In 1948, Mr. Khan opened a small shop selling food items in Karachi. In 1957, he expanded the

shop into a full-scale restaurant and over time, began developing his menu to include his world-famous Chicken Tikka and Bihari kabob dishes.

13. Over the years, the BUNDOO KHAN name and brand rose to prominence and became well-known as the best Pakistani barbeque available. After Mr. Khan's death in 1987, his children carried on the legacy of his restaurant and food by operating his shops in Karachi, Pakistan, then expanding to Faisalabad, Pakistan and Dubai, UAE.

14. Given the long-existing use of the BUNDOO KHAN mark, first by Mr. Khan himself and later by his family, the BUNDOO KHAN mark and brand is known by a substantial percentage of consumers, particularly those of Pakistani descent or lineage and those in geographic areas of the United States with large Pakistani communities – such as in the Los Angeles, California and New York metropolitan areas.<sup>1</sup>

15. Given the prominence and fame of the BUNDOO KHAN brand, in the minds of consumers, the primary significance of the BUNDOO KHAN mark is to identify the source of the goods and services being offered under that mark. As a result, the BUNDOO KHAN brand has secondary meaning. This secondary

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<sup>1</sup> See <https://www.pewresearch.org/social-trends/fact-sheet/asian-americans-pakistanis-in-the-u-s/>, identifying the New York area and Los Angeles, California metropolitan areas as having the first and sixth largest Pakistani communities in the United States as of 2019, respectively.



meaning has extended across the United States generally, and particularly in geographic areas of the United States with significant Pakistani communities.

16. On or around February 13, 2021, Plaintiff entered into a “Master Franchise Agreement” with the original owners of the BUNDOO KHAN restaurant in Karachi, Pakistan. This Agreement gives Plaintiff the exclusive right to use the BUNDOO KHAN trademark in the United States in connection with restaurant services, and also provides Plaintiff with the right to sub-license or further franchise the BUNDOO KHAN mark in the United States. These rights were granted exclusively to Plaintiff by the original BUNDOO KHAN owners in Karachi, Pakistan.

17. The trademark BUNDOO KHAN is a well-known mark as described in the Paris Convention Article *6bis* and incorporated in the Lanham Act §43(a), §44(b) and §44(h), and should be afforded such protection. As a result of the foregoing, Plaintiff’s rights in the BUNDOO KHAN mark are superior to the rights of Defendant.

18. On December 30, 2020, through authorization provided by the original owners of the BUNDOO KHAN trademark in Karachi, Pakistan, Plaintiff filed a trademark application for MAK AL HAAJ BUNDOO KHAN with the United States Patent and Trademark Office in contemplation of use of the mark in connection with restaurant services. The mark was registered on January 18, 2022.

19. On or around May 26, 2021, Plaintiff opened its first franchised location of BUNDOO KHAN in the United States, in Fullerton, California. Mr. Waqar Mehmood, the grandson of Mr. Bundoo Khan, helps to manage the Fullerton restaurant per the request of the original owners in Karachi and Plaintiff. Mr. Shahbaz Mueed, another grandson of Mr. Khan also works at Plaintiff's Fullerton, California location.

20. On February 22, 2022, Plaintiff's counsel sent a cease and desist letter to Defendant informing Defendant of Plaintiff's rights in the BUNDOO KHAN trademark and demanding that Defendant cease and desist from any continued use of the mark. A true and correct copy of Plaintiff's letter is attached at EXHIBIT A.

21. Upon receiving Plaintiff's counsel's letter, Defendant called Plaintiff's counsel on March 1, 2022 to discuss the contents of the letter. Plaintiff's counsel spoke with Defendant and reiterated the demands in the letter. Defendant admitted on the call with Plaintiff's counsel that it had no right to use the BUNDU KHAN name and used it only due to its notoriety amongst the Pakistani community and its affiliation to Pakistani barbeque to draw in customers, even though Defendant was not and is not affiliated with the original BUNDOO KHAN in Pakistan. Defendant asked Plaintiff's counsel to discuss a potential resolution with Plaintiff.

22. On March 3, 2022, Plaintiff's counsel sent a follow up letter to Defendant informing Defendant that Plaintiff would not allow any continued use of the BUNDU KHAN trademark by Plaintiff but would allow a six (6) month phase out period to cease all use of the BUNDU KHAN mark. A true and correct copy of Plaintiff's letter is attached at EXHIBIT B. Defendant failed to respond to the letter.

23. Defendant has always known that its use of the BUNDU KHAN name was unauthorized as Defendant did not obtain the permission of the original owners of the restaurant in Pakistan to use the name. Defendant also admitted to Plaintiff's counsel that it was aware of the notoriety and value of the BUNDU KHAN trademark and this was the reason Defendant adopted the same, in order to profit off the goodwill and value of the BUNDU KHAN name, which Defendant clearly is aware it does not own and is not authorized to use.

24. Defendant's efforts have caused, and will continue to cause, Plaintiff harm. Plaintiff's conduct has caused confusion in the marketplace, deceived consumers into believing that Defendant has ties or is affiliated with the original BUNDOO KHAN restaurant and/or has ties or is affiliated with Plaintiff, the only licensed user of the BUNDOO KHAN trademark in the United States. Defendant's acts have also disparaged Plaintiff and its services and is diluting

Plaintiff's rights in the BUNDOO KHAN mark and necessitating Plaintiff to retain counsel and bring this action to protect its rights.

**FIRST CLAIM FOR RELIEF**  
**(False Designation of Origin and Unfair  
Competition Under Section 43(a) of the Lanham Act)**

25. Plaintiff repeats and incorporates by reference the allegations set forth herein as though fully set forth herein.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendant has used and is using the BUNDU KHAN mark, which is virtually identical to Plaintiff's BUNDOO KHAN mark, to advertise, promote and market Defendant's services with the intent of passing off and confusing the public into believing that Defendant's services are sponsored by, endorsed by, or affiliated with Plaintiff, Mr. Bundoo Khan or his original restaurant in Pakistan.

27. Defendant's above recited acts constitute false designation of origin, false description of fact, false representation, unfair competition and false affiliation, connection or association in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a), as such acts are likely to have deceived and are likely to continue to deceive customers and prospective customers into believing that Defendant's services are from, sponsored by, endorsed by, or affiliated with Plaintiff, Mr. Bundoo Khan or his original restaurant in Pakistan when they are in fact not.

28. Defendant's acts of deception extend beyond the mere use of the BUNDU KHAN mark. Defendant has knowingly been using the BUNDU KHAN mark to profit off the goodwill and value of the name, knowing that it is not authorized to do so in an effort to associate itself with the original BUNDOO KHAN restaurant located in Pakistan.

29. If not enjoined by the Court, Defendant will continue to market, promote and advertise its services in commerce, which services will be attributed to being sponsored by, endorsed by, or affiliated with Plaintiff, Bundoo Khan and/or the original BUNDOO KHAN restaurant in Pakistan when they are in fact not.

30. Plaintiff is informed and believes, and based thereon alleges, that as a result of these acts, Defendant has been and will continue to be, unjustly enriched by the profits that the Defendant has made in connection with its use of the BUNDU KHAN mark, which is virtually identical to Plaintiff's BUNDOO KHAN mark.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendant's continuing acts of confusion and deception has inflicted, and unless restrained by this Court, will continue to inflict great and irreparable harm on Plaintiff. Plaintiff has no adequate remedy at law. Plaintiff is entitled to a

permanent injunction enjoining Defendant from engaging in further acts of deception.

32. Plaintiff is informed and believes, and based thereon, alleges that as a direct and proximate result of Defendant's foregoing acts, Plaintiff has suffered and is entitled to an award of monetary damages in an amount not yet determined, as Defendant is unjustly enriched and Plaintiff is unjustifiably damaged each and every time Defendant uses the Plaintiff's mark to promote, advertise, or market its services. Plaintiff is entitled to its attorneys' fees and costs of suit herein.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendant's acts were in conscious and willful disregard of Plaintiff's rights, and the resulting damage to Plaintiff is such as to warrant the trebling of damages in order to provide just compensation

**SECOND CLAIM FOR RELIEF**  
**(Federal Trademark Infringement – 15 U.S.C. §1114)**

34. Plaintiff repeats and incorporates by reference the allegations set forth herein as though fully set forth herein.

35. Defendant had both actual and constructive knowledge of the rights of Plaintiff and/or Plaintiff's licensor prior to Defendant's infringing use of the BUNDU KHAN mark.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendant has been advertising, marketing and promoting services using the

BUNDU KHAN mark, which is virtually identical to Plaintiff's BUNDOO KHAN mark.

37. Defendant's use of the BUNDU KHAN mark in association with Defendant's services is likely to cause confusion, and Plaintiff is informed and believes and based thereon alleges, that such use has caused consumer confusion as such consumers believe that Defendant's services are commissioned by, sponsored by, or affiliated with Plaintiff, Mr. Bundoo Khan, his family or the original BUNDOO KHAN restaurant.

38. Defendant's use of the BUNDU KHAN mark is without the consent of Plaintiff, Mr. Bundoo Khan or his family. Plaintiff is informed and believes, and based thereon alleges, that Defendant willfully uses its BUNDU KHAN in connection with the sale, offering for sale, promotion and advertising of Defendant's services in a manner likely to cause confusion, or to cause mistake, or to deceive customers that Defendant's services are authorized by or affiliated with Plaintiff, Mr. Bundoo Khan or his family.

39. The above-recited acts of the Defendant constitute trademark infringement of Plaintiff's marks to the substantial and irreparable injury of the public and of Plaintiff's business reputation and goodwill.

40. Plaintiff is informed and believes, and based thereon alleges, that as a result of these acts, Defendant has been, and will continue to be, unjustly enriched

by the profits that Defendant has made in connection with the use of a mark virtually identical to Plaintiff's mark.

41. Defendant's continuing infringement has inflicted, and unless restrained by this Court will continue to inflict, great and irreparable harm upon Plaintiff. Plaintiff has no adequate remedy at law. Plaintiff is entitled to a permanent injunction enjoining Defendant from engaging in further acts of infringement.

42. Plaintiff is informed and believes, and based thereon alleges, that as a direct and proximate result of Defendant's foregoing acts, Plaintiff has suffered and is entitled to an award of monetary damages in an amount not yet determined, as Defendant is unjustly enriched and Plaintiff is unjustifiably damaged each and every time Defendant uses a mark virtually identical to that of the Plaintiff to advertise and promote its services, and each time a consumer uses Defendant's services, as such use by Defendant causes confusion as to Plaintiff's affiliation, endorsement or sponsorship with Defendant.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendant's acts were in conscious and willful disregard of the Plaintiff's mark and the resulting damage to Plaintiff is such as to warrant the trebling of damages in order to provide just compensation.



**THIRD CLAIM FOR RELIEF**  
**(Section *6bis* of the Paris Convention for Protection for Industrial Property; 15 U.S.C. § 1126(b) and (h))**

44. Plaintiff repeats and incorporates by reference the allegations set forth herein as though fully set forth herein.

45. At all relevant times hereto, the United States and Pakistan have been parties to the Paris Convention for the Protection of Industrial Property, 21 U.S.T. 1629.

46. Defendant has violated Section *6bis* of the Paris Convention's prohibition against the use of a well-known mark.

47. Plaintiff has suffered and will continue to suffer irreparable harm as a result of such violations of law for which there is no adequate remedy at law.

48. Plaintiff is entitled to relief against said violation under the Paris Convention and under 15 U.S.C. §§ 1126(b) and (h).

**FOURTH CLAIM FOR RELIEF**  
**(Unfair Competition under Section *10bis* of the Paris Convention; 15 U.S.C. § 1126(b) and (h))**

49. Plaintiff repeats and incorporates by reference the allegations set forth herein as though fully set forth herein.

50. At all relevant times hereto, the United States and Pakistan have been parties to the Paris Convention for the Protection of Industrial Property, 21 U.S.T. 1629.

51. Defendant has violated Section *10bis* of the Paris Convention's prohibition against unfair competition, including competition contrary to honest business practices and/or inconsistent with currently accepted standards of honest practice, entitling Plaintiff to injunctive relief, damages, profits, reasonable attorney's fees and costs.

52. Plaintiff has suffered and will continue to suffer irreparable harm as a result of such violations of law for which there is no adequate remedy at law.

53. Plaintiff is entitled to relief against said violation under the Paris Convention and under 15 U.S.C. § 1126(b) and (h).

**FIFTH CLAIM FOR RELIEF**  
**(Deceptive Acts and Practices**  
**Under New York Statutory Law)**

54. Plaintiff repeats and incorporates by reference the allegations set forth herein as though fully set forth herein.

55. Plaintiff, by and through its own actions and that of its licensor (Mr. Bando Khan and his family) has built valuable goodwill in the BUNDOO KHAN mark. Defendant's advertising, marketing, promotion and use of its mark in connection with its services is likely to and does permit Defendant to trade upon the goodwill of Plaintiff's mark and to confuse the public regarding a connection or affiliation between Defendant on the one hand and the Plaintiff, Bundo Khan, and his family on the other hand. This conduct results in damage to Plaintiff's

goodwill and reputation, the loss of money and property to Plaintiff and the unjust enrichment of Defendant.

56. Defendant's use of a mark virtually identical to Plaintiff's BUNDOO KHAN mark in connection with Defendant's services was and is without the consent of Plaintiff, Mr. Bundoo Khan or his family. Defendant's acts complained of herein constitute deceptive acts and practices in the conduct of its business, trade or commerce in violation of New York General Business Law §349.

57. Plaintiff is informed and believes, and based thereon alleges, that unless restrained by this Court, Defendant will continue to infringe Plaintiff's mark and rights and pecuniary compensation will not afford Plaintiff adequate relief for the damage to its trademark in the public perception.

58. As a result of the acts complained of herein, Defendant has been and will continue to be, unjustly enriched by the profits that Defendant has made in connection with the advertising, promoting and marketing of Defendant's services and Plaintiff has been, and continues to be, monetarily damaged with each sale by Defendant related to its services.

**SIXTH CLAIM FOR RELIEF**  
**(Trademark and Trade Dress Infringement And**  
**Unfair Competition Under New York Common Law)**

59. Plaintiff repeats and incorporates by reference the allegations set forth herein as though fully set forth herein

60. Defendant's acts complained of herein constitute infringement of Plaintiff's BUNDOO KHAN trademark and unfair competition under the common law of the State of New York.

61. Plaintiff has no adequate remedy at law.

**PRAYER FOR RELIEF**

Therefore, Plaintiff prays for the following relief against Defendant:

1. A declaration that Defendants have willfully and knowingly infringed the BUNDU KHAN trademark and BUNDU KHAN trade dress;

2. A declaration that Defendant has willfully and knowingly engaged in deceptive acts and practices;

3. That Defendant, its affiliates, subsidiaries, officers, directors, employees and attorneys, and all persons and/or entities acting for, with, by, through, or in concert with them or any of them be enjoined preliminary and permanently from;

(a) Using the Plaintiff's mark and/or any other designation that is a colorable imitation of and/or is confusingly similar to the Plaintiff's mark, in any medium (retail, internet, physical or otherwise) in connection with any services, related services or related goods;

(b) Representing in any manner, or by any method whatsoever, that Defendant is in any way affiliated with Plaintiff, Mr. Bundoo Khan, his family or the original BUNDOO KHAN restaurant in Pakistan, or that the goods, services or

other products or services provided by Defendant are sponsored, approved, authorized by, or originate from Plaintiff, Mr. Bundoo Khan, his family or the original BUNDOO KHAN restaurant in Pakistan, or otherwise take an action likely to cause confusion, mistake or deception as to the origin, approval, sponsorship or certification of such goods or services;

(c) Infringing upon Plaintiff's mark;

(d) Unfairly competing with Plaintiff in any manner;

4. That Defendant be required to deliver up to Plaintiff for destruction any literature, signs, advertising material, and the like bearing any of the Plaintiff's mark or any confusingly similar variations therefor for products or services neither originating from nor authorized by Plaintiff, Mr. Bundoo Khan, his family or the original BUNDOO KHAN restaurant in Pakistan.

5. That Defendant, within thirty (30) days after service of judgment with notice of entry thereof upon them, be required to file with the Court and serve upon Plaintiff's attorneys a written report, under oath, setting forth in detail the manner in which Defendant has complied with paragraphs 1 and 2 above.

6. That Defendant be required to account for and pay over to Plaintiff their profits and the cumulative damages sustained by Plaintiff by reasons of Defendant's unlawful acts of trademark infringement, false designation of origin, and unfair competition herein alleged, that the amount of recovery be increased as

provided by law, up to three times, and that interest and costs be awarded to Plaintiff.

7. That the Court order disgorgement and/or restitution of Defendant's profits to Plaintiff.

8. That for each violation of the trademark rights of Plaintiff, Defendant be ordered to pay statutory damages for such violations under each applicable claim for relief, and where there is a finding of willful infringement or other conduct entitling Plaintiff to an increase in statutory damages, for the maximum award of statutory damages available under each of the applicable claims for relief set forth above.

9. That Plaintiff be awarded damages against Defendant in an amount to be determined at trial resulting from Defendant's acts of unfair competition.

10. Defendant be required to pay to Plaintiff its costs, disbursements and attorneys' fees incurred in this action, as provided by law;

11. For a judicial declaration that the BUNDOO KHAN trademark of Plaintiff does not infringe upon any trademark rights of Defendant.

12. That Plaintiff be awarded its reasonable costs and attorneys' fees.

13. That Plaintiff be awarded punitive damages.

14. That Plaintiff be awarded such other and further relief as the Court may deem equitable, just and proper.

DATED: March 15, 2023

Respectfully submitted,

By:                                 /s/ Farah Bhatti                                  
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*Attorneys for Plaintiff  
Bundoo Khan USA LLC*

**DEMAND FOR TRIAL BY JURY**

Pursuant to Fed.R.Civ. 38(b), Plaintiff hereby demands a trial by jury of all issues in the Complaint that are triable by jury and all issues to which it is entitled by law.

DATED: March 15, 2023

Respectfully submitted,

By:                                   /s/ Farah Bhatti                                    
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*Attorneys for Plaintiff  
Bundoo Khan USA LLC*



# EXHIBIT 2

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7 Farah P. Bhatti (CA SBN: 218633) (*pro hac vice* application to be filed)  
Matthew L. Seror (CA SBN: 235043) (*pro hac vice* application to be filed)  
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13 Attorneys for Plaintiff, Bundoo Khan USA, LLC

14 **IN THE UNITED STATES DISTRICT COURT**  
15 **IN AND FOR THE DISTRICT OF ARIZONA**

17 Bundoo Khan USA LLC, a California  
Limited Liability Company,  
18  
19 Plaintiff,  
20 v.  
21 MASKA Food Service, LLC, an Arizona  
Limited Liability Company,  
22 Defendant.

Case No.

**COMPLAINT FOR:**

- (1) TRADEMARK INFRINGEMENT;**
- (2) FALSE DESIGNATION OF ORIGIN;**
- (3) TRADEMARK DILUTION;**
- (4) COMMON LAW UNFAIR  
COMPETITION;**
- (5) FALSE ADVERTISING;**
- (6) ARIZONA STATE UNFAIR  
COMPETITION**

**DEMAND FOR JURY TRIAL**

24  
25 Plaintiff Bundoo Khan USA LLC (“Plaintiff”), by and through its attorneys, brings  
26 this action and alleges against defendant Maska Food Services, LLC (“Defendant”) as

1 follows:

2 **JURISDICTION AND VENUE**

3 1. This action arises under the trademark laws of the United States. This Court  
4 has original jurisdiction over the subsequent matter of this action pursuant to 28 U.S.C.  
5 §§1331(a) and 1338, and 15 U.S.C. §1051, *et seq.*

6 2. This Court has supplemental jurisdiction over any claim herein arising under  
7 the laws of the State of Arizona pursuant to 28 U.S.C. §1367 because the claims are so  
8 related to Plaintiff's federal claims that they form part of the same case or controversy  
9 under Article III of the United States Constitution.

10 3. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391 because  
11 a substantial part of the events giving rise to the claims alleged herein occurred in this  
12 judicial district.

13 **THE PARTIES**

14 4. Plaintiff Bundoo Khan USA LLC, is a California limited liability company  
15 with a principal place of business located at 680 Langsdorf Drive, Suite 211, Fullerton,  
16 California 92831.

17 5. Plaintiff is informed and believes, and on that basis alleges, that Defendant  
18 is an Arizona limited liability company with its principal place of business at 1043 S.  
19 Deerfield Lane, Gilbert, Arizona 85296. Plaintiff is further informed and believes that  
20 Saima Bilgrami is the/a manager of Defendant and that Ali Bilgrami is an individual  
21 associated with Defendant and authorized to act of its behalf.

22 6. Plaintiff is informed and believes, and on that basis alleges, that Defendant  
23 operates a restaurant in Mesa, Arizona under the name BUNDOO KHAN, which is an  
24 infringement of Plaintiff's trademark rights.

25 **FACTS**

26 7. Plaintiff is the exclusive licensee and franchisee of the original BUNDOO

1 KHAN restaurant, based in Karachi, Pakistan.

2 8. Mr. Bundoo Khan was born in 1890 in India and migrated with his family to  
3 Karachi, Pakistan after the partition of India and Pakistan. In 1948, Mr. Khan opened a  
4 small shop selling food items in Karachi. In 1957, he expanded the shop into a full-scale  
5 restaurant and over time, began developing his menu to include his world-famous Chicken  
6 Tikka and Bihari kebab dishes.

7 9. Over the years, the BUNDOO KHAN name and brand rose to prominence  
8 and became well-known as the best Pakistani barbeque available. After Mr. Khan's death  
9 in 1987, his children carried on the legacy of his restaurant and food by operating his shops  
10 in Karachi, Pakistan, then expanding to Faisalabad, Pakistan and Dubai, UAE.

11 10. Given the long-existing use of the BUNDOO KHAN mark, first by Mr. Khan  
12 himself and later by his family, the BUNDOO KHAN mark and brand is known by a  
13 substantial percentage of consumers, particularly those of Pakistani descent or lineage and  
14 those in geographic areas of the United States with large Pakistani communities.

15 11. Given the prominence and fame of the BUNDOO KHAN brand, in the minds  
16 of consumers the primary significance of the BUNDOO KHAN mark is to identify the  
17 source of the goods and services being offered under that mark. As a result, the BUNDOO  
18 KHAN brand has secondary meaning. This secondary meaning has extended across the  
19 United States generally and particularly in geographic areas of the United States with large  
20 Pakistani communities.

21 12. The trademark BUNDOO KHAN is a well-known mark as described in the  
22 Paris Convention Article *6bis* and incorporated in the Lanham Act §43(a), §44(b) and  
23 §44(h), and should be afforded such protection.

24 13. On or around February 13, 2021, Plaintiff entered into a "Master Franchise  
25 Agreement" with the original owners of the BUNDOO KHAN restaurant in Karachi,  
26 Pakistan. This Agreement gives Plaintiff the exclusive right to use the BUNDOO KHAN

1 trademark in the United States in connection with restaurant services, and also provides  
2 Plaintiff with the right to sub-license or further franchise the BUNDOO KHAN mark in  
3 the United States. These rights were granted exclusively to Plaintiff by the original  
4 BUNDOO KHAN owners in Karachi, Pakistan.

5 14. On December 30, 2020, through authorization provided by the original  
6 owners of the BUNDOO KHAN trademark in Karachi, Pakistan, Plaintiff filed a trademark  
7 application for MAK AL HAAJ BUNDOO KHAN with the United States Patent and  
8 Trademark Office in contemplation of use of the mark in connection with restaurant  
9 services. The mark was registered on January 18, 2022.

10 15. On or around May 26, 2021, Plaintiff opened its first franchised location of  
11 BUNDOO KHAN in the United States, in Fullerton, California. Mr. Waqar Mehmood, the  
12 owner of the Pakistani trademark, grandson of Mr. Bundoo Khan, and the caretaker of the  
13 brand globally, helps manage the Fullerton restaurant per the request of Plaintiff. Mr.  
14 Shahbaz Mueed, another grandson of Mr. Khan, also works at the Fullerton, California  
15 location.

#### 16 **DEFENDANT’S WRONGFUL CONDUCT**

17 16. In or about September 2022, Defendant opened a restaurant in Mesa, Arizona  
18 under the name BUNDOO KHAN or BUNDOO KHAN RESTAURANT. A true and  
19 correct social media post advertising the opening of the restaurant is attached hereto as  
20 **Exhibit “A.”** Plaintiff learned of Defendant’s restaurant in or about September 2022.

21 17. At about the same time, Plaintiff learned that Defendant had purportedly  
22 formed a joint venture with Akbar Bundoo Khan (alleged to be the son of the original  
23 Bundoo Khan) and that the joint venture was responsible for the opening of the “BUNDOO  
24 KHAN RESTAURANT” in Mesa, Arizona. Attached hereto as **Exhibit “B”** is a true and  
25 correct copy of the social media post from which Plaintiff learned the foregoing. The post  
26 specifically associates Defendant’s new restaurant with the original restaurant operated by

1 Mr. Bundoo Khan, and his family, in Karachi, Pakistan.

2 18. Plaintiff is informed and believes that Mr. Akbar Bundoo Khan does not have  
3 any rights in the BUNDOO KHAN trademark and is not authorized to provide any third  
4 parties (including Defendant) with a license or permission to use the BUNDOO KHAN  
5 trademark.

6 19. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
7 was at all times relevant hereto aware that it is not allowed to use the BUNDOO KHAN  
8 trademark without permission of the owner of the mark. Plaintiff is further informed and  
9 believes, and based thereon alleges, that in an effort to provide “cover” for its operations,  
10 Defendant attempted to obtain a license to use the name from an individual in Pakistan  
11 (Akbar Bundoo Khan) despite Defendant’s knowledge that Akbar Bundoo Khan had no  
12 rights to the BUNDOO Mark and no authority to license use of the mark to Defendant.

13 20. Plaintiff is informed and believes that Defendant has told multiple customers,  
14 and represented to the public, that it is affiliated with Plaintiff or has the permission/license  
15 to use the BUNDOO KHAN mark. One such instance is attached hereto as **Exhibit “C”**  
16 wherein Ali Bilgrami, in response to a consumer’s question regarding Defendant’s  
17 affiliation with the original Bundoo Khan restaurant in Karachi or Plaintiff’s restaurant,  
18 represented that Defendant’s restaurant was “the original from Karachi.” See also **Exhibit**  
19 **“A.”**

20 21. On September 26, 2022, Plaintiff sent Defendant a cease and desist letter  
21 informing Defendant of Plaintiff’s rights in the BUNDOO KHAN trademark and informing  
22 Defendant that its use of the BUNDOO KHAN name in connection with its new restaurant  
23 was likely to cause confusion in the marketplace as to Plaintiff’s affiliation, sponsorship or  
24 approval of Defendant’s new restaurant. Plaintiff demanded that Defendant’s immediately  
25 cease all uses of the BUNDOO KHAN mark. A true and correct copy of Plaintiff’s demand  
26 letter is attached hereto as **Exhibit “D.”**

1           22.     Despite initially confirming receipt of Plaintiff’s letter, Defendant did not  
2 substantively respond to Plaintiff’s demand to cease its use of the BUNDOO KHAN mark.

3           23.     On October 12, 2022, Defendant filed U.S. Trademark Application Serial  
4 No. 97/070422 for the mark HAJI BUNDOO KHAN covering “restaurant services,  
5 namely, providing of food and beverages for consumption on and off the premises.”

6           24.     On October 13, 2022, Defendant also filed U.S. Trademark  
7 Application Serial No. 97/072055 for the mark covering “restaurant  
8 services, namely, providing of food and beverages for consumption on and  
9 off the premises.”



10          25.     Defendant is quite clearly aware of the existence of Plaintiff and of Plaintiff’s  
11 rights in the BUNDOO KHAN Mark. The acts undertaken by Defendant were done with  
12 that knowledge, and seemingly with the intent to cause consumer confusion and to harm  
13 Plaintiff, its brand and its business. Moreover, Defendant’s infringement of Plaintiff’s  
14 BUNDOO KHAN Mark has continued unabated despite Plaintiff’s demands. Defendant’s  
15 infringement is therefore intentional and willful.

16          26.     By virtue of its acts and conduct alleged above, Defendant has caused  
17 damage to Plaintiff as a result of confusion as to the source of origin and sponsorship of  
18 Defendant’s services and has otherwise competed unfairly with Plaintiff. Such likelihood  
19 of confusion includes, but is not limited to, confusion of consumers and the general public  
20 that Defendant’s services which are advertised under the BUNDOO KHAN mark are  
21 directly connected with Plaintiff and its brand, or that they are affiliated, sponsored or  
22 endorsed by Plaintiff. Attached hereto as **Exhibit “E”** is an example of one such instance  
23 of confusion where a customer of Defendant’s restaurant reached out to Plaintiff to  
24 complain about the food and service of Defendant’s restaurant.

25          27.     Defendant’s acts and conduct have caused damage and irreparable injury to  
26 Plaintiff in an amount to be determined at trial. Such acts and conduct will result in further

1 damage and irreparable injury to Plaintiff if Defendant is not restrained by this Court from  
2 further violation of Plaintiff's rights for which Plaintiff has no remedy at law.

3 **FIRST CLAIM FOR RELIEF**

4 **(Federal Trademark Infringement – 15 U.S.C. §1125(a))**

5 28. Plaintiff repeats, realleges and incorporates by reference, as though fully set  
6 forth herein, the allegations in all prior and subsequent paragraphs.

7 29. Defendant had both actual and constructive knowledge of Plaintiff's  
8 ownership rights in its federally registered mark prior to Defendant's infringing use of  
9 those marks.

10 30. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
11 has been advertising, marketing and promoting services using a mark that is identical to  
12 Plaintiff's mark, as set forth above. Defendant's use of the BUNDOO KHAN mark in  
13 association with Defendant's services has already caused consumer confusion insofar as  
14 consumers believe that Defendant's services are commissioned by, sponsored by, or  
15 affiliated with Plaintiff.

16 31. Defendant's use of the BUNDOO KHAN mark is without the permission of  
17 Plaintiff. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
18 willfully uses the Plaintiff's mark in connection with the sale, offering for sale, promotion  
19 and advertising of Defendant's services in a manner likely to cause confusion, or to cause  
20 mistake, or to deceive customers that Defendant's services are authorized by or affiliated  
21 with Plaintiff.

22 32. The above-recited facts by Defendant constitute trademark infringement of  
23 Plaintiff's mark to the substantial and irreparable injury of the public and of Plaintiff's  
24 business reputation and goodwill.

25 33. Plaintiff is informed and believes, and based thereon alleges, that as a result  
26 of these acts, Defendant has been, and will continue to be, unjustly enriched by the profits



1 that Defendant has made in connection with the use of its infringing mark.

2 34. Defendant's continuing infringement has inflicted, and unless restrained by  
3 this Court will continue to inflict, great and irreparable harm upon Plaintiff. Plaintiff has  
4 no adequate remedy at law. Plaintiff is entitled to a permanent injunction enjoining  
5 Defendant from engaging in further acts of infringement.

6 35. Plaintiff is informed and believes, and based thereon alleges, that as a direct  
7 and proximate result of Defendant's foregoing acts, Plaintiff has suffered and is entitled to  
8 an award of monetary damages in an amount not yet determined, as Defendant is unjustly  
9 enriched and Plaintiff is unjustifiably damaged each and every time Defendant uses the  
10 infringing mark to advertise and promote its services, and each time a consumer uses  
11 Defendant's services, as such use by Defendant causes confusion as to their affiliation with  
12 Plaintiff through its use of the infringing mark.

13 36. Plaintiff is informed and believes, and based thereon alleges, that  
14 Defendant's acts were in conscious and willful disregard of the Plaintiff's mark the  
15 resulting damage to Plaintiff is such as to warrant the trebling of damages in order to  
16 provide just compensation.

17 **SECOND CLAIM FOR RELIEF**

18 **(False Designation of Origin – 15 U.S.C. §1125(a))**

19 37. Plaintiff repeats, realleges and incorporates by reference, as though fully set  
20 forth herein, the allegations in all prior and subsequent paragraphs.

21 38. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
22 has used and is using its infringing mark to advertise, promote and market Defendant's  
23 services with the intent of passing off and confusing the public into believing that  
24 Defendant's services are sponsored by, endorsed by, or affiliated with Plaintiff.

25 39. Defendant's above recited acts constitute false designation of origin, false  
26 description of fact, false representation, unfair competition and false affiliation, connection

1 or association in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a), as such  
2 acts are likely to have deceived and are likely to continue to deceive customers and  
3 prospective consumers into believing that Defendant's services are from, sponsored by,  
4 endorsed by, or affiliated with Plaintiff.

5 40. If not enjoined by the Court, Defendant will continue to market, promote and  
6 advertise its services in commerce, which services will be attributed to being sponsored by,  
7 endorsed by, or affiliated with Plaintiff.

8 41. Plaintiff is informed and believes, and based thereon alleges, that as a result  
9 of these acts, Defendant has been and will continue to be, unjustly enriched by the profits  
10 that the Defendant has made in connection with its use of the Plaintiff's mark.

11 42. Plaintiff is informed and believes, and based thereon alleges, that  
12 Defendant's continuing infringement has inflicted, and unless restrained by this Court, will  
13 continue to inflict great and irreparable harm on Plaintiff. Plaintiff has no adequate remedy  
14 at law. Plaintiff is entitled to a permanent injunction enjoining Defendant from engaging  
15 in further acts of infringement.

16 43. Plaintiff is informed and believes, and based thereon, alleges that as a direct  
17 and proximate result of Defendant's foregoing acts, Plaintiff has suffered and is entitled to  
18 an award of monetary damages in an amount not yet determined, as Defendant is unjustly  
19 enriched and Plaintiff is unjustifiably damaged each and every time Defendant uses the  
20 infringing mark to promote, advertise, or market its services. Plaintiff is entitled to its  
21 attorneys' fees and costs of suit herein.

22 44. Plaintiff is informed and believes, and based thereon alleges, that  
23 Defendant's acts were in conscious and willful disregard of Plaintiff's rights, and the  
24 resulting damage to Plaintiff is such as to warrant the trebling of damages in order to  
25 provide just compensation.

26

1 **THIRD CLAIM FOR RELIEF**

2 **(Federal Trademark Dilution – 15 U.S.C. §1125(c))**

3 45. Plaintiff repeats, realleges and incorporates by reference, as though fully set  
4 forth herein, the allegations contained in all prior and subsequent paragraphs.

5 46. The Plaintiff's mark is distinctive and famous, especially given in its special  
6 status under the Paris Convention Article *6bis* and incorporated in the Lanham Act §43(a),  
7 §44(b) and §44(h).

8 47. Defendant began using the infringing mark in connection with the  
9 advertising, marketing and promotion of its services, including on its restaurant location  
10 and online, subsequent to the Plaintiff's mark becoming famous.

11 48. Defendant's advertising, marketing, and promotion of Defendant's services  
12 and its use of the infringing mark causes dilution by lessening the capacity of the Plaintiff's  
13 mark to identify and distinguish the Plaintiff's services. Defendant's use of the infringing  
14 mark also causes dilution by tarnishment by harming the reputation of Plaintiff's mark.

15 49. By reason of the acts complained of herein, Defendant has caused the dilution  
16 of the distinctive quality of the Plaintiff's mark, lessened the capacity of the Plaintiff's  
17 mark to identify and distinguish Plaintiff's services, and tarnished the Plaintiff's mark in  
18 violation of 15 U.S.C. §1125(c).

19 50. As a result of its acts, Defendant has been, and will continue to be unjustly  
20 enriched by the profits that the Defendant has made in connection with its advertising,  
21 promoting and marketing of Defendant's services.

22 51. Defendant's continuing infringement has inflicted, and unless restrained by  
23 this Court, will continue to inflict great and irreparable harm upon Plaintiff. Plaintiff has  
24 no adequate remedy at law. Plaintiff is entitled to a permanent injunction enjoining  
25 Defendant from engaging in further acts of infringement.

26 52. Plaintiff is informed and believes, and based thereon alleges, that as a direct

1 and proximate result of Defendant's foregoing acts, Plaintiff has suffered and is entitled to  
2 an award of monetary damages in an amount not yet determined as Defendant is unjustly  
3 enriched and Plaintiff is unjustifiably damaged each and every time Defendant uses the  
4 infringing mark to promote, market and advertise its services, as this causes confusion as  
5 to Defendant's affiliation with Plaintiff. Plaintiff is also entitled to its attorneys' fees and  
6 costs of suit herein.

7 53. Plaintiff is informed and believes, and based thereon alleges, that  
8 Defendant's acts were in conscious and willful disregard of Plaintiff's rights in the  
9 Plaintiff's mark and the resulting damage to Plaintiff is such as to warrant the trebling of  
10 damages in order to provide just compensation.

11 **FOURTH CLAIM FOR RELIEF**

12 **(False Advertising – 15 U.S.C. §1125(a))**

13 54. Plaintiff repeats, realleges and incorporates by reference, as though fully set  
14 forth herein, the allegations contained in all prior and subsequent paragraphs.

15 55. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
16 has in effect created marketing materials and made social media posts that appear to create  
17 a connection between Plaintiff and Defendant. Defendant's use of an identical mark does  
18 nothing but deceive consumers into believing that the entities (or their respective  
19 restaurants) are somehow related or affiliated. This deception is material in the above-  
20 mentioned actions and are likely to influence the decision by consumers to purchase  
21 Defendant's services believing that the services originate from Plaintiff.

22 56. Defendant's above-described acts constitute false advertising in violation of  
23 §43(a) of the Lanham Act, 15 U.S.C. §1125(a).

24 57. As a result of these acts, Defendant has been, and will continue to be, unjustly  
25 enriched by the profits that the Defendant has made in connection with advertising of its  
26 services under the infringing mark. Such profits have damaged and will continue to

1 damage Plaintiff.

2 58. Defendant's continuing infringement has inflicted, and unless restrained by  
3 this Court will continue to inflict, great and irreparable harm upon Plaintiff. Plaintiff has  
4 no adequate remedy at law. Plaintiff is entitled to preliminary and permanent injunctions  
5 enjoining Defendant from engaging in further acts of false advertising.

6 59. Plaintiff is informed and believes, and based thereon alleges, that as a direct  
7 and proximate result of Defendant's foregoing acts, Plaintiff has suffered and is entitled to  
8 an award of monetary damages in an amount not yet determined, as Defendant is unjustly  
9 enriched and Plaintiff is unjustifiably damaged each time Defendant causes confusion by  
10 use of the infringing mark. Plaintiff is also entitled to its attorneys' fees and costs of suit  
11 herein.

12 60. Plaintiff is informed and believes, and based thereon alleges, that  
13 Defendant's acts were in conscious and willful disregard for Plaintiff's rights and the  
14 resulting damage to Plaintiff is such as to warrant the trebling of damages in order to  
15 provide just compensation.

16 **FIFTH CLAIM FOR RELIEF**

17 **(Common Law Unfair Competition)**

18 61. Plaintiff repeats, realleges and incorporates by reference, as though fully set  
19 forth herein, the allegations contained in all prior and subsequent paragraphs.

20 62. Defendant's actions in connection with Defendant's services are likely to  
21 cause confusion, to cause misrepresentation, to cause mistake, and/or to deceive the public  
22 as to the affiliation, approval, sponsorship or connection between Defendant and Plaintiff,  
23 and constitute unfair competition at common law.

24 63. By reason of Defendant's actions in connection with Defendant's services,  
25 Plaintiff has suffered and will continue to suffer irreparable injury to its rights, and has  
26 suffered and will continue to suffer substantial loss of goodwill and loss in the value of its

1 trademark, unless and until Defendant is enjoined from continuing its wrongful acts.

2 64. By reason of Defendant's actions in connection with Defendant's services,  
3 Plaintiff has been damaged in an amount not presently ascertained, and such damage will  
4 continue and increase until Defendant is enjoined from continuing its wrongful acts.

5 65. The conduct of the Defendant is highly reprehensible because among other  
6 things: (A) it has caused and will continue to cause substantial economic loss to Plaintiff;  
7 (B) it demonstrates an indifference as to the trademark rights of Plaintiff; (C) it has been  
8 repeated and continuous, rather than just an isolated incident; and (D) it has caused and  
9 will continue to cause harm to Plaintiff not by accident, but rather by said intentional  
10 malice, trickery and deceit.

11 **SIXTH CLAIM FOR RELIEF**

12 **(Unfair Competition Under Arizona Law – ARIZ. REV. STAT. §44-152)**

13 66. Plaintiff repeats, realleges and incorporates by reference as though fully set  
14 forth herein, the allegations contained in all prior and subsequent paragraphs.

15 67. Plaintiff has expended significant resources to advertise its services under  
16 Plaintiff's mark in multiple media, including but not limited to print advertising, websites,  
17 Internet advertisements, as well as its official website, [www.bundookhanusa.com](http://www.bundookhanusa.com). The  
18 BUNDOO KHAN mark represents a significant source of value, including goodwill, to  
19 Plaintiff.

20 68. Defendant's use of the BUNDOO KHAN name falsely suggests that its  
21 services are connected with, sponsored by, affiliated with, or related to Plaintiff and  
22 constitutes a deceptive and unfair trade practice under Ariz. Rev. Stat. §44-1522.

23 69. Plaintiff is informed and believes, and thereon alleges, that Defendant has  
24 acquired excess earnings, profits, and/or benefits from the unlawful, unfair, and/or  
25 deceptive business acts and practices set forth above. This unjust enrichment continues to  
26 occur as Defendant has continued to engage in said unlawful, unfair, and deceptive

1 business acts and practices.

2 70. As a direct result of Defendant's unfair competition with regard to the  
3 BUNDOO KHAN mark, Defendant has unlawfully acquired, and continues to acquire on  
4 an ongoing basis, an unfair competitive advantage and has engaged in, and continued to  
5 engage in, wrongful business conduct to Defendant's monetary advantage and to the  
6 detriment of Plaintiff.

7 71. Due to the unfair nature of Defendant's actions, Defendant has caused and,  
8 unless enjoined by this Court, will continue to cause, serious and irreparable injury and  
9 damage to Plaintiff, for which Plaintiff has no adequate remedy at law.

10 72. Defendant had either actual notice or constructive notice of the Plaintiff's  
11 mark prior to its adoption, use and sale of the infringing services and name.

12 73. Defendant's actions demonstrate a willful intent to trade on the goodwill  
13 associated with the Plaintiff's mark thus entitling Plaintiff to injunctive relief and to recover  
14 Defendant's profits, actual damages, enhanced profits and damages, costs, and attorneys'  
15 fees.

16  
17 **PRAYER FOR RELIEF**

18 Wherefore, Plaintiff respectfully demands judgment as follows:

19 1. That Defendant, its affiliates, subsidiaries, officers, directors, employees and  
20 attorneys, and all persons and/or entities acting for, with, by, through, or in concert with  
21 them or any of them be enjoined preliminary and permanently from:

22 a. Using the Plaintiff's mark and/or any other designation that is a  
23 colorable imitation of and/or is confusingly similar to the Plaintiff's mark, in any medium  
24 (retail, internet, physical or otherwise) in connection with any services, related services or  
25 related goods:

26 b. Representing in any manner, or by any method whatsoever, that

1 Defendant is in any way affiliated with Plaintiff, or that the goods, services or other  
2 products or services provided by Defendant are sponsored, approved, authorized by, or  
3 originate from Plaintiff, or otherwise take an action likely to cause confusion, mistake or  
4 deception as to the origin, approval, sponsorship or certification of such goods or services:

5 c. Infringing, diluting and/or tarnishing the distinctive quality of the  
6 Plaintiff's mark;

7 d. Unfairly competing with Plaintiff in any manner.

8 2. The Defendant be required to deliver up to Plaintiff for destruction any  
9 literature, catalogs, signs, advertising material, and the like bearing any of the Plaintiff's  
10 mark or any confusingly similar variations therefor for product neither originating from  
11 nor authorized by Plaintiff.

12 3. That Defendant, within thirty (30) days after service of judgment with notice  
13 of entry thereof upon them, be required to file with the Court and serve upon Plaintiff's  
14 attorneys a written report, under oath, setting forth in detail the manner in which Defendant  
15 has complied with paragraphs 1 and 2 above.

16 4. That Defendant be required to account for and pay over to Plaintiff their  
17 profits and the cumulative damages sustained by Plaintiff by reasons of Defendant's  
18 unlawful acts of trademark infringement, false designation of origin, dilution and unfair  
19 competition herein alleged, that the amount of recovery be increased as provided by law,  
20 up to three times, and that interest and costs be awarded to Plaintiff.

21 5. That the Court order disgorgement and/or restitution of Defendant's profits  
22 to Plaintiff.

23 6. That for each violation of the trademark rights of Plaintiff, Defendant be  
24 ordered to pay statutory damages for such violations under each applicable claim for relief,  
25 and where there is a finding of willful infringement or other conduct entitling Plaintiff to  
26 an increase in statutory damages, for the maximum award of statutory damages available



1 under each of the applicable claims for relief set forth above.

2 7. That Plaintiff be awarded its reasonable costs and attorneys' fees.

3 8. That Plaintiff be awarded punitive damages.

4 9. That Plaintiff be awarded such other and further relief as the Court may deem  
5 equitable.

6

7 DATED: October 26, 2022

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**BUCHALTER, A PROFESSIONAL  
CORPORATION**

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By: 

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