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9
10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 THE TALISMAN GROUP, LLC,
13 a Nevada limited liability company,

14 Plaintiffs,

15 vs.

16 DEQ SYSTÈMES CORP., a Canadian
17 corporation, and DEQ-USA, INC., a
18 Delaware corporation,

19 Defendants.

COMPLAINT

JURY DEMAND

20 Plaintiff THE TALISMAN GROUP, LLC, for its complaint against DEQ
21 SYSTÈMES CORP. and DEQ-USA, INC. alleges as follows:

22 **JURISDICTION AND VENUE**

23 1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and
24 1338(a). Jurisdiction is also proper under 28 U.S.C. §1332(a), because there is complete
25 diversity of citizenship between the parties and the amount in controversy in this action
26 exceeds \$75,000, exclusive of costs and interest.

27 2. Plaintiff The Talisman Group, LLC (“Talisman”) is a limited liability
28 company formed under the laws of the State of Nevada with its principal place of business
in Las Vegas, Nevada.

1 3. Defendant DEQ Systèmes Corp. (“DEQ-Canada”) is a Canadian corporation
2 with its principal place of business in Quebec, Canada.

3 4. Defendant DEQ-USA, Inc. (“DEQ-USA”) is a Delaware corporation with its
4 principal place of business in Las Vegas, Nevada. Upon information and belief, DEQ-
5 USA is a subsidiary or affiliate of DEQ-Canada.

6 5. This Court has specific personal jurisdiction over the Defendants, because
7 they maintain an office in this judicial district and conduct business in this judicial district.
8 In addition, Defendants expressly aimed their conduct at Talisman in the State of Nevada
9 knowing that such conduct would cause injury to Talisman in the State of Nevada.
10 Talisman’s claims arise out of Defendants’ contacts with the State of Nevada. The Court
11 also has general jurisdiction over the Defendants based on they continuous and systematic
12 contacts with the State of Nevada (with respect to DEQ USA and with respect to the
13 United States (with respect to DEQ-Canada).

14 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b). Venue lies
15 in the unofficial Southern division of this Court.

16 **FACTUAL ALLEGATIONS**

17 7. Talisman is the owner of a method of playing baccarat that eliminates the
18 payment of commission. Talisman (or its predecessor in interest) adopted and began using
19 the EZ BACCARAT and DRAGON 7 trademarks in connection with the game.

20 8. DEQ-USA, Inc., a Delaware corporation (“DEQ-USA”), owns U.S. Patent
21 No. 5,362,064, which claims a method of playing baccarat that eliminates the payment of
22 commission.

23 9. In or around March 2006, Talisman and DEQ-USA entered into a Strategic
24 Alliance Agreement (“SAA”) by which they agreed to jointly market the EZ BACCARAT
25 game throughout the world and split the profit generated there from. The SAA did not
26 transfer ownership of the EZ BACCARAT mark or the DRAGON 7 to Defendants.
27 Indeed, the SAA did not address ownership or use of the EZ BACCARAT or DRAGON 7
28 marks by Defendants. Rather, the SAA merely address the patent rights and joint

1 marketing efforts.

2 10. After execution of the SAA and without Talisman’s knowledge or approval,
3 DEQ-Canada filed trademark applications for registration of the EZ BACCARAT mark in
4 various jurisdictions, including, but not limited to, Canada and the United States, in *DEQ-*
5 *Canada’s own name*. Specifically, DEQ-Canada filed applications to register the EZ
6 BACCARAT word mark (Serial No. 77/028570) and the EZ BACCARAT EZ design mark
7 (Serial No. 77/028590) in the United States Patent and Trademark Office (“USPTO”).
8 DEQ-Canada filed applications to register the EZ BACCARAT word mark (Serial No.
9 1319167) and the EZ BACCARAT EZ design mark (Serial No.1319172) in the Canada
10 Intellectual Property Office (“CIPO”).

11 11. Upon information and belief, DEQ-Canada has failed trademark applications
12 to register the DRAGON 7 mark in various jurisdictions, including Macau.

13 12. Upon information and belief, DEQ-Canada has filed additional trademark
14 applications to register the trademarks at issue in other countries and jurisdictions.

15 13. After Talisman learned that DEQ-Canada had applied for trademark
16 registrations for the EZ BACCARAT and DRAGON 7 marks in its own name, Talisman
17 demanded that Defendants take remedial action.

18 14. Although Defendants acknowledged Talisman’s rights in the EZ
19 BACCARAT and DRAGON 7 marks and agreed to take remedial action, they have failed
20 to do so. Instead, Defendants are seeking to hold the EZ BACCARAT marks hostage to
21 extract concessions from Talisman.

22
23 **COUNT ONE**
24 **(Declaratory Judgment**
under 28 U.S.C. § 2201)

25 15. Plaintiff incorporates the allegations set forth in each of the preceding
26 paragraphs as if fully set forth herein.

27 16. An actual case and controversy exists between Talisman and Defendants as
28 to the ownership of the EZ BACCARAT and DRAGON 7 marks.

- 1 17. There is an adversarial conflict between Talisman and Defendants.
- 2 18. Plaintiffs have a reasonable apprehension of litigation.
- 3 19. This controversy is ripe for adjudication.

4
5 **COUNT TWO**
6 **(False or Fraudulent Registration**
7 **Under 15 U.S.C. § 1120)**

8 20. Plaintiff incorporates the allegations set forth in each of the preceding
9 paragraphs as if fully set forth herein.

10 21. Defendants have procured or are attempting to procure registration in the
11 USPTO of the EZ BACCARAT word and design marks by false or fraudulent declarations
12 or representations or by false means.

13 22. Talisman has suffered damages as a result thereof in an amount to be
14 determined at trial.

15 **COUNT THREE**
16 **(Unfair Competition**
17 **under 15 U.S.C. § 1125(a))**

18 23. Plaintiffs incorporate the allegations set forth in each of the preceding
19 paragraphs as if fully set forth herein.

20 24. Without Plaintiff's consent, Defendants are making false designations of
21 origin, or a false or misleading statement or representation of fact, which are likely to
22 cause confusion, mistake or deception as to the origin, sponsorship or approval of
23 Defendants' services or commercial activities by Plaintiffs.

24 25. As the direct and proximate result of Defendants' conduct, Plaintiffs are
25 likely to suffer irreparable injury to their reputation and goodwill and damages, in an
26 amount to be determined at trial.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Talisman respectfully requests that the Court:

3 A. Enter a declaratory judgment that Talisman is the owner of the EZ
4 BACCARAT and DRAGON 7 trademarks and applications and registrations thereof in the
5 United States and around the world in any form or format;

6 B. Enter temporary restraining order and preliminary and permanent injunctions
7 prohibiting Defendants from using, applying for, registering, renewing, claiming
8 ownership of, and maintaining the EZ BACCARAT trademarks in any form or format,
9 with or without designs, in Defendants' own name without Plaintiff's consent; and

10 C. Award damages to Plaintiff in an amount to be proven at trial.

11 **JURY DEMAND**

12 Plaintiff requests a jury on all issues triable by a jury.

13 DATED this 6th day of November, 2009.

14 LEWIS AND ROCA LLP

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16 By: /s/
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