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17 Counsel for Plaintiffs Ren Ventures Ltd.
18 and Sabacc Creative Industries Ltd.

19 **UNITED STATES DISTRICT COURT**
20 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

21 Ren Ventures Ltd., and Sabacc Creative
22 Industries Ltd.,
23
24 *Plaintiffs,*
25 v.
26 Lucasfilm Ltd. LLC; Lucasfilm Entertainment
27 Company Ltd. LLC; Denny’s, Inc.; EP & Co.;
28 and Collider.
Defendants.

Case No.: _____

**COMPLAINT FOR: (1) FEDERAL
TRADEMARK INFRINGEMENT UNDER
15 U.S.C. § 1114; (2) FEDERAL
TRADEMARK INFRINGEMENT UNDER
15 U.S.C. § 1125(A); (3) FEDERAL
UNFAIR COMPETITION UNDER 15
U.S.C. § 1125(A); (4) TRADEMARK
INFRINGEMENT UNDER CALIFORNIA
COMMON LAW; (5) UNFAIR
COMPETITION UNDER CALIFORNIA
COMMON LAW; AND (VI) UNFAIR
COMPETITION UNDER CAL. BUS. &
PROF. CODE § 17200 ET SEQ.**

Jury Trial Demanded

29 Plaintiffs, Ren Ventures Ltd. (“RV”), and Sabacc Creative Industries, Ltd. (“SCI”) (collectively, “Plaintiffs” unless indicated otherwise), by and through their undersigned counsel, as and for their Complaint against Defendants, (i) Lucasfilm Ltd. LLC; (ii) Lucasfilm

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2 Entertainment Company Ltd. LLC (the foregoing Defendants referred to hereinafter collectively
3 as the “Lucasfilm Defendants” unless indicated otherwise); (iii) Denny’s, Inc.; (iv) EP & Co.; and
4 (v) Collider (collectively, “Defendants” unless indicated otherwise), allege as follows:

5 **PRELIMINARY STATEMENT**

6 1. Defendants’ unauthorized use of the term “Sabacc” to refer to a playing-card game
7 in a nationwide advertising campaign for an upcoming film is likely to cause consumer confusion
8 as to the source and/or origin of Plaintiffs’ pre-existing playing-card game.

9 2. RV is the owner/registrant of U.S. Trademark Registration No. 5,025,710 (the
10 “710 Registration”), which covers the mark “SABACC” for numerous entertainment-related
11 goods and services, including games (the “SABACC Mark”).

12 3. Under an exclusive license from RV, SCI has been marketing and selling a video
13 playing-card game in the United States under the SABACC Mark for the past two years.

14 4. With knowledge of RV’s sole and exclusive rights in and to the SABACC Mark, as
15 well as SCI’s pre-existing SABACC brand video playing-card game, Defendants are using the
16 term “Sabacc” to refer to a playing-card game in connection with a widespread, nationwide
17 marketing and promotional campaign for the upcoming film *Solo: A Star Wars Story*.

18 5. Consequently, consumers are now likely to mistakenly believe that Defendants are
19 the source of, sponsor, and/or endorse goods and/or services offered under RV’s SABACC Mark,
20 including SCI’s pre-existing SABACC brand video playing-card game.

21 6. Alternatively, consumers are now likely to mistakenly believe that Plaintiffs are
22 trading off Defendants’ use of the term “Sabacc” in Defendants’ widespread, nationwide
23 marketing and promotional campaign to market and promote SCI’s pre-existing SABACC brand
24 video playing-card game.

25 7. Based on the foregoing, Plaintiffs bring this action against Defendants for:
26 (i) federal trademark infringement in violation of 15 U.S.C. § 1114; (ii) federal trademark
27 infringement in violation of 15 U.S.C. § 1125(a); (iii) federal unfair competition in violation of 15
28 U.S.C. § 1125(a); (iv) trademark infringement in violation of the common law of the State of

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2 California; (v) unfair competition in violation of the common law of the State of California; and
3 (vi) unfair competition in violation of CAL. BUS. & PROF. CODE. § 17200 *et seq.*

4 **THE PARTIES**

5 8. Plaintiff RV is a private limited company organized and existing under the laws of
6 the United Kingdom.

7 9. Plaintiff SCI is a private limited company organized and existing under the laws of
8 the United Kingdom.

9 10. Defendant Lucasfilm Ltd. LLC is a California limited liability company with a
10 principal place of business at One Letterman Drive, Building B, San Francisco, California 94129.

11 11. Defendant Lucasfilm Entertainment Company Ltd. LLC is a California limited
12 liability company with a principal place of business at One Letterman Drive, Building B, San
13 Francisco, California 94129.

14 12. Defendant Denny's, Inc. is a Florida corporation with a principal place of business
15 at 203 East Main Street, Spartansburg, South Carolina 29319.

16 13. Defendant EP & Co. is a South Carolina corporation with a principal place of
17 business at 110 East Court Street, Number 400, Greenville, South Carolina 29601.

18 14. On information and belief, Defendant Collider is a California corporation with a
19 principal place of business at 1271 Avenue of the Americas, New York, New York 10020.

20 **JURISDICTION AND VENUE**

21 15. Both claims for federal trademark infringement, and the claim for unfair
22 competition, respectively, asserted in Counts I-III, *infra*, arise under the Trademark Act of 1946
23 (as amended), namely, 15 U.S.C. §§ 1051 *et seq.* Therefore, this Court has subject matter and
24 original jurisdiction over Counts I-III pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and
25 1338(a), respectively.

26 16. The claims for trademark infringement, and unfair competition, respectively,
27 asserted in Counts IV-V, *infra*, arise under the common law and the statutory law of the State of
28 California, and are so related to the federal claims asserted in Counts I-III, *infra*, that they form

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2 part of the same case or controversy. Therefore, this Court has subject matter jurisdiction over
3 Counts IV-V pursuant to 28 U.S.C. §§ 1338(b) and 1367(a), respectively.

4 17. This Court has personal jurisdiction over Defendant Lucasfilm Ltd. LLC because
5 such Defendant is a California limited liability company, has a principal place of business in the
6 State of California, and does business in the State of California on a regular, continuous, and
7 systematic basis.

8 18. This Court has personal jurisdiction over Defendant Lucasfilm Entertainment
9 Company Ltd. LLC because such Defendant is a California limited liability company, has a
10 principal place of business in the State of California, and does business in the State of California
11 on a regular, continuous, and systematic basis.

12 19. This court has personal jurisdiction over Defendant Denny's, Inc. because such
13 Defendant is registered with the California Secretary of State; such Defendant has designated an
14 agent for service of process in the State of California; and, on information and belief, such
15 Defendant owns and operates Denny's restaurants throughout the State of California (including in
16 this judicial district) from which it does business on a regular, continuous, and systematic basis.

17 20. Alternatively, this Court has personal jurisdiction over Defendant Denny's, Inc.
18 because, as discussed *infra*, such Defendant partnered with the Lucasfilm Defendants, both of
19 whom are California limited liability companies with principal places of business in this judicial
20 district, to produce and distribute the "Hand of Sabacc" commercial, and Plaintiffs' claims arise
21 out of and relate to such commercial.

22 21. This Court has personal jurisdiction over Defendant EP & Co. because, as
23 discussed *infra*, such Defendant created the "Hand of Sabacc" commercial for the Lucasfilm
24 Defendants, both of whom are California limited liability companies with principal places of
25 business in this judicial district, and Plaintiffs' claims arise out of and relate to such commercial.

26 22. This court has personal jurisdiction over Defendant Collider because, on
27 information and belief, Collider is a California corporation, and does business in the State of
28 California on a regular, continuous, and systematic basis.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

A. Plaintiffs, Plaintiffs’ Pre-Existing SABACC Mark, and SCI’s Pre-Existing SABACC Brand Video Playing-Card Game

23. In or about October 2015, Defendant’ principal, Mr. Ime Ekong, was working on creating a social card game application that was a mix of the playing-card games Poker and Blackjack.

24. In the course of creating this social card game application, Mr. Ekong searched the public domain for names that referred to a mix of the playing-card games Poker and Blackjack.

25. This search revealed five such names in the public domain, namely: Pojack; 727; 727 poker; Home Card; and Sabacc.

26. Mr. Ekong discovered that Pojack had previously been registered as a trademark and was more descriptive, so he rejected Pojack.

27. Mr. Ekong did not think that 727 or 727 poker would be strong brand name because they were numbers-dominated.

28. Mr. Ekong had the same belief with respect to Home Card.

29. Based on the foregoing, Mr. Ekong selected the only remaining name in the public domain that referred to a mix of the playing-card games Poker and Black, *i.e.*: Sabacc.

30. Shortly thereafter, on November 20, 2015, Defendant RV filed U.S. Trademark Application Serial No. 86/827,417 with the United States Patent and Trademark office (the “PTO”) (the “‘417 Application”). *See Exhibit A.*

31. In the ‘417 Application, Defendant RV sought to register the SABACC Mark in:

“International Class 9 for Computer game software; computer game entertainment software; video game software; downloadable electronic game software for use on mobile phones, tablets and other electronic mobile devices; interactive multimedia computer game software; games software for use on mobile phones, tablets and other electronic mobile devices; downloadable computer software for mobile phones, tablets and other electronic mobile devices; computer application software featuring video and computer games; computer application software for mobile phones, portable media players, tablets, handheld computers and other electronic mobile devices, namely, software for video and computer games; games cartridges for use with electronic games apparatus; video recordings featuring computer games; downloadable image files containing photographic images and artwork,

Ren Ventures Ltd., *et al.* v. Lucasfilm Ltd. LLC, *et al.*: Complaint

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2 and text in the field of video and computer games; downloadable music files;
3 downloadable ring tones for mobile phones; accessories for telephones, mobile
4 telephones, smart phones and tablet computers, namely, hands free kits, covers,
5 cases, battery chargers, and earphones; bags and cases for mobile telephones and
6 telephone equipment; parts and fittings for the aforesaid goods,” and in

7 International Class 41 for Entertainment services, namely, providing on-line
8 computer games; entertainment in the nature of computer games, namely,
9 providing temporary use of non-downloadable computer games; entertainment
10 services, namely, providing non-downloadable computer games online;
11 entertainment services, namely, providing temporary use of non-downloadable
12 interactive games; entertainment services, namely, providing temporary use of
13 non-downloadable electronic games; entertainment services, namely, providing a
14 website featuring games and puzzles; entertainment services, namely, providing
15 online video games; entertainment services, namely, providing electronic games,
16 including provision of computer games online, on social networks, or by means of
17 a global computer network; entertainment services, namely, providing electronic
18 games for use on mobile phones, tablets and other electronic mobile devices;
19 entertainment services, namely, providing temporary use of non-downloadable
20 single and multi-player electronic interactive games via the internet, electronic
21 communication networks and via a global computer network; organising sporting
22 and cultural activities, namely, conducting tournaments, contests and competitions
23 in the field of computer games; multimedia publishing of software, namely,
24 publishing of computer game software, electronic games and video game software;
25 information, advisory and consultancy services related to the aforesaid services, all
26 of the aforesaid services also being provided online from a computer database or
27 the Internet.”

18 *See* Exh. A.

19 32. The PTO published the ‘417 Application for opposition on June 7, 2016. *See*

20 **Exhibit B.**

21 33. The PTO would not have published the ‘417 Application for opposition if the PTO
22 believed that the SABACC Mark in the ‘417 Application violated the trademark rights of any
23 third party.

24 34. Beginning on June 7, 2016, and continuing for 30 days thereafter, any third party
25 in the world who believed they would be damaged by the registration of the SABACC Mark in
26 the ‘417 Application could oppose the registration thereof. *See* Exh. B.

27 35. No third party opposed the registration of the SABACC Mark in the ‘417
28 Application.

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2 36. The Lucasfilm Defendants did not oppose the registration of the SABACC Mark
3 in the ‘417 Application.

4 37. Defendant Denny’s did not oppose the registration of the SABACC Mark in the
5 ‘417 Application.

6 38. Defendant EP & Co. did not oppose the registration of the SABACC Mark in the
7 ‘417 Application.

8 39. Defendant Collider did not oppose the registration of the SABACC Mark in the
9 ‘417 Application.

10 40. On August 23, 2016, the ‘417 Application matured into the ‘710 Registration. *See*
11 **Exhibit C.**

12 41. The ‘710 Registration is on the Principal Trademark Register. *See* Exh. C.

13 42. The ‘710 Registration is *prima facie* evidence of the validity of the SABACC
14 Mark.

15 43. The ‘710 Registration is *prima facie* evidence of the validity of the registration of
16 the SABACC Mark.

17 44. The ‘710 Registration is *prima facie* evidence of the validity of RV’s ownership of
18 the SABACC Mark.

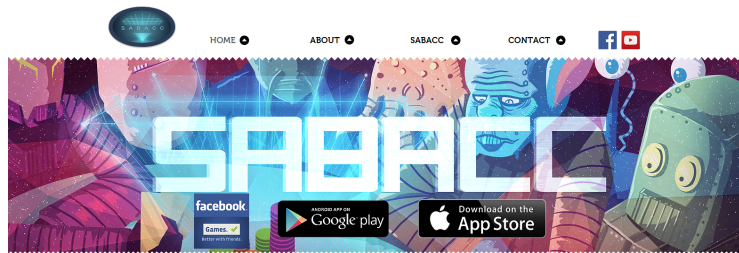
19 45. The ‘710 Registration is *prima facie* evidence of the validity of RV’s exclusive
20 right to use the SABACC Mark in United States commerce on and in connection with the goods
21 and services recited in the ‘710 Registration, which includes entertainment-related goods and
22 services, including games. *See* Exh. C.

23 46. The ‘710 Registration is valid, subsisting, and in full force and effect.

24 47. Plaintiff SCI is the exclusive licensee of the SABACC Mark.

25 48. Plaintiff SCI is the only third party to whom Plaintiff RV has licensed the
26 SABACC Mark.

27 49. Under Plaintiff SCI’s exclusive license from Plaintiff RV, Plaintiff SCI markets,
28 promotes, and sells the SABACC brand video playing-card game shown *infra*:



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7 50. Plaintiff SCI’s SABACC brand video playing-card game is a fast-paced card
8 game, wherein players attempt to win the chips in the hand and the Sabacc pot, respectively, by
9 acquiring the hand closest to the number 23 or minus 23.

10 51. Plaintiff SCI’s SABACC brand video playing-card game is available for purchase
11 and downloading in Apple’s App Store, Amazon’s App Marketplace, and Google’s Play Store.

12 52. Plaintiff SCI’s SABACC brand video playing-card game is also available via
13 Facebook’s “Games” feature.

14 53. The SABACC Mark is inherently distinctive for the goods and services recited in
15 the ‘710 Registration, as well as Plaintiff SCI’s SABACC brand video playing-card game.

16 54. The SABACC Mark has acquired distinctiveness.

17 55. Plaintiffs expend substantial resources on advertising, marketing, and promoting
18 goods and services under the SABACC Mark, including, without limitation, Plaintiff SCI’s
19 SABACC brand video playing-card game.

20 56. Plaintiff SCI’s SABACC brand video playing-card game has also been the subject
21 of unsolicited media coverage, as well as numerous consumer reviews.

22 57. The SABACC Mark functions as a strong source identifier in the marketplace for
23 goods and services offered under the SABACC Mark, including Plaintiff SCI’s SABACC brand
24 video playing-card game.

25 58. The SABACC Mark is a valuable asset of Plaintiffs.

26 **B. Defendants’ Unlawful Conduct**

27 59. As stated above, Plaintiff RV’s ‘710 Registration covers the SABACC mark for
28 entertained-related goods and services, including games.

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2 60. As stated above, under an exclusive license from Plaintiff RV, Plaintiff SCI has
3 been marketing and promoting a video playing-card game in United States commerce for the past
4 two years under the SABACC Mark.

5 61. The foregoing notwithstanding, Defendants are engaging in an orchestrated,
6 nationwide marketing and promotional campaign for the upcoming film *Solo: A Star Wars Story*
7 (the “*Solo* Film”), wherein Defendants use the term “Sabacc” to refer to a playing-card game.

8 62. The Lucasfilm Defendants are the producers of the upcoming *Solo* Film.

9 63. Donald Glover is a multi-hyphenate who, among other things, is a well-known
10 producer, writer, musical recording artist (under the name “Childish Gambino”), and actor.

11 64. Mr. Glover plays the role of Lando Calrissian in the upcoming *Solo* Film.

12 65. While promoting the upcoming *Solo* Film on behalf of the Lucasfilm Defendants,
13 Mr. Glover stated: “Yeah, we are playing a game of sabacc. A lot of it, you know? See **Exhibit**
14 **D.**

15 66. Mr. Glover’s use of the term “Sabacc” to promote the upcoming *Solo* Film has
16 received widespread, nationwide media coverage.

17 67. The Lucasfilm Defendants also partnered with Defendant Denny’s to market and
18 promote the upcoming *Solo* Film.

19 68. Defendant Denny’s owns and operates a nationwide chain of diner-style, fast-food
20 restaurants.

21 69. The Lucasfilm Defendants’ partnership with Defendant Denny’s includes a *Solo*
22 Film-themed menu at Defendant Denny’s restaurants, as well as collectible *Solo* Film cups and
23 trading cards.

24 70. The Lucasfilm Defendants’ partnership with Defendant Denny’s also includes a
25 commercial titled *Hand of Sabacc*:

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(the "Hand of Sabacc Commercial")

71. Defendant EP created the Hand of Sabacc Commercial for the Lucasfilm Defendants and Defendant Denny's. See **Exhibit E**.

72. Defendant Collider owns and operates the entertainment-focused website, www.collider.com.

73. Defendant Collider exclusively debuted the Hand of Sabacc Commercial on its website and YouTube on or about April 2, 2018:

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Exclusive: 'Solo' Denny's Commercial Features Sabacc Game, New Creatures

71,661 views

909 70 SHARE



ColliderVideos
Published on Apr 2, 2018

SUBSCRIBE 446K

We at Collider are happy to exclusively debut a new Denny's commercial tied to the upcoming Solo: A Star Wars Story, featuring Star Wars creatures galore and Chewbacca himself. The ad is part of Disney's promotional campaign for the film, and at Denny's specifically fans will be able to collect trading cards featuring characters from the movie as well as try a new movie-inspired menu. Proceeds from every trading

See also Exhibit F.

74. The Hand of Sabacc Commercial was broadcast, and continues to be broadcast, throughout the United States.

75. The Hand of Sabacc Commercial was, and continues to be, marketed, promoted, and widely viewed on social media platforms, such as Twitter, Instagram, Facebook, as well as on the popular video-sharing and posting platform YouTube.

76. The Hand of Sabacc Commercial has received widespread, nationwide media coverage.

77. The widespread, nationwide coverage of the Hand of Sabacc Commercial refers to Defendants. *See, e.g.* Exh. D; *see also Exhibit G.*

78. Plaintiff RV has not authorized any of the Defendants to use the term "Sabacc" for any purpose.

CLAIMS FOR RELIEF

COUNT I

(Federal Trademark Infringement in Violation of 15 U.S.C. § 1114)

79. Plaintiffs repeat and re-allege the allegations in paragraphs 1-78 as though set forth fully herein.

80. Count I is for federal trademark infringement in violation of 15 U.S.C. § 1114.

81. Plaintiff RV is the sole and exclusive owner of the ‘710 Registration for the SABACC Mark.

82. For two years prior to Defendants’ aforementioned marketing and promotional activities for the upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial), Plaintiff SCI has been using the SABACC Mark in United States commerce under an exclusive license from Plaintiff RV to market, promote, and sell Plaintiff SCI’s SABACC brand video playing-card game.

83. The SABACC Mark is inherently distinctive for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

84. The SABACC Mark has acquired distinctiveness for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

85. Defendants are using the term “Sabacc” in their aforementioned nationwide advertising and marketing campaign for the upcoming *Solo* Film to refer to a playing-card game.

86. Mr. Glover uses the term “Sabacc” in connection with a playing-card game when promoting the upcoming *Solo* Film.

87. Defendants’ Hand of Sabacc Commercial depicts a playing-card scene.

88. Defendants’ Hand of Sabacc Commercial has received widespread and nationwide media coverage, which refers to Defendants.

89. Defendants’ Hand of Sabacc Commercial was marketed, promoted, and widely viewed on social media platforms, such as Twitter, Instagram, Facebook, as well as on the popular video-sharing and posting platform YouTube.

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2 90. Defendant Denny's partnership with the Lucasfilm Defendants includes
3 marketing and selling *Solo* Film-themed playing cards at Denny's restaurants throughout the
4 United States.

5 91. Based on widespread consumer exposure to Defendants' aforementioned use of
6 the term "Sabacc" to refer to a playing-card game in Defendants' nationwide marketing and
7 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants'
8 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI's pre-existing SABACC
9 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
10 Defendants are the source of, and/or sponsor or endorse, Plaintiff SCI's SABACC brand video
11 playing-card game, and/or that Defendants, the upcoming *Solo* Film, and/or Defendants' Hand of
12 Sabacc Commercial is/are otherwise associated or connected with Plaintiffs, Plaintiff RV's
13 SABACC Mark, and/or Plaintiff SCI's pre-existing SABACC brand video playing-card game.

14 92. Based on widespread consumer exposure to Defendants' aforementioned use of
15 the term "Sabacc" to refer to a playing-card game in Defendants' nationwide marketing and
16 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants'
17 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI's pre-existing SABACC
18 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
19 Plaintiff SCI and/or Plaintiff RV is/are trading off Defendants' use of the term "Sabacc" in their
20 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
21 (including, without limitation, Defendants' Hand of Sabacc Commercial) to market and promote
22 Plaintiff SCI's pre-existing SABACC brand video playing-card game.

23 93. Based on widespread consumer exposure to Plaintiff SCI's pre-existing
24 SABACC brand video playing-card game, when consumers encounter Defendants'
25 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
26 (including, without limitation, Defendants' Hand of Sabacc Commercial), they are likely to
27 mistakenly believe that Plaintiff SCI and/or Plaintiff RV is/are the source of, and/or sponsors or
28 endorses, the upcoming *Solo* Film and/or Defendants' Hand of Sabacc Commercial, and/or that
Plaintiffs, Plaintiff RV's SABACC Mark, and/or Plaintiff SCI's pre-existing SABACC brand

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2 video playing-card game is/are otherwise associated with or connected to Defendants, the
3 upcoming *Solo* Film, and/or Defendants' Hand of Sabacc Commercial.

4 94. Plaintiff RV did not authorize or consent to any Defendant using the term
5 "Sabacc" for any purpose.

6 95. Plaintiff RV's '710 Registration placed each Defendant on constructive notice of
7 Plaintiff RV's sole and exclusive rights in and to the SABACC Mark for, among other things,
8 entertainment-related goods and services in the nature of games.

9 96. Upon information and belief, Defendants decided to use, and continue using, the
10 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
11 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
12 knowledge of Plaintiff RV's '710 Registration for the SABACC Mark.

13 97. Upon information and belief, Defendants decided to use, and continue using, the
14 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
15 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
16 knowledge of Plaintiff SCI's pre-existing SABACC brand video playing-card game.

17 98. Upon information and belief, Defendants have made, and will continue to make,
18 substantial profits and gain from the use of the term "Sabacc" in their aforementioned nationwide
19 advertising and marketing campaign for the upcoming *Solo* Film (including, without limitation,
20 the Hand of Sabacc Commercial), to which Defendants are not entitled in law or equity.

21 99. Upon information and belief, Defendants' acts and conduct complained of herein
22 constitute federal trademark infringement in violation of 15 U.S.C. § 1114.

23 100. Plaintiffs have suffered, and will continue to suffer, irreparable harm from
24 Defendants' use of the term "Sabacc" when marketing and promoting the upcoming *Solo* Film
25 (including, without limitation, the Hand of Sabacc Commercial) unless restrained by law.

26 101. Plaintiffs have no adequate remedy at law.
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COUNT II

(Federal Trademark Infringement in Violation of 15 U.S.C. § 1125(a))

102. Plaintiffs repeat and re-allege the allegations in paragraphs 1-101 as though set forth fully herein.

103. Count II is for federal trademark infringement in violation of 15 U.S.C. § 1125(a).

104. Plaintiff RV is the sole and exclusive owner of the ‘710 Registration for the SABACC Mark.

105. For two years prior to Defendants’ aforementioned marketing and promotional activities for the upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial), Plaintiff SCI has been using the SABACC Mark in United States commerce under an exclusive license from Plaintiff RV to market, promote, and sell Plaintiff SCI’s SABACC brand video playing-card game.

106. The SABACC Mark is inherently distinctive for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

107. The SABACC Mark has acquired distinctiveness for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

108. Defendants are using the term “Sabacc” in their aforementioned nationwide advertising and marketing campaign for the upcoming *Solo* Film.

109. Mr. Glover uses the term “Sabacc” in connection with a playing-card game when promoting the upcoming *Solo* Film.

110. Defendants’ Hand of Sabacc Commercial depicts a playing-card scene.

111. Defendants’ Hand of Sabacc Commercial has received widespread and nationwide media coverage, which refers to Defendants.

112. Defendants’ Hand of Sabacc Commercial was marketed, promoted, and widely viewed on social media platforms, such as Twitter, Instagram, Facebook, as well as on the popular video-sharing and posting platform YouTube.

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2 113. Defendant Denny's partnership with the Lucasfilm Defendants includes
3 marketing and selling *Solo* Film-themed playing cards at Denny's restaurants throughout the
4 United States.

5 114. Based on widespread consumer exposure to Defendants' aforementioned use of
6 the term "Sabacc" to refer to a playing-card game in Defendants' nationwide marketing and
7 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants'
8 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI's pre-existing SABACC
9 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
10 Defendants are the source of, and/or sponsor or endorse, Plaintiff SCI's SABACC brand video
11 playing-card game, and/or that Defendants, the upcoming *Solo* Film, and/or Defendants' Hand of
12 Sabacc Commercial is/are otherwise associated or connected with Plaintiffs, Plaintiff RV's
13 SABACC Mark, and/or Plaintiff SCI's pre-existing SABACC brand video playing-card game.

14 115. Based on widespread consumer exposure to Defendants' aforementioned use of
15 the term "Sabacc" to refer to a playing-card game in Defendants' nationwide marketing and
16 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants'
17 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI's pre-existing SABACC
18 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
19 Plaintiff SCI and/or Plaintiff RV is/are trading off Defendants' use of the term "Sabacc" in their
20 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
21 (including, without limitation, Defendants' Hand of Sabacc Commercial) to market and promote
22 Plaintiff SCI's pre-existing SABACC brand video playing-card game.

23 116. Based on widespread consumer exposure to Plaintiff SCI's pre-existing
24 SABACC brand video playing-card game, when consumers encounter Defendants'
25 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
26 (including, without limitation, Defendants' Hand of Sabacc Commercial), they are likely to
27 mistakenly believe that Plaintiff SCI and/or Plaintiff RV is/are the source of, and/or sponsors or
28 endorses, the upcoming *Solo* Film and/or Defendants' Hand of Sabacc Commercial, and/or that
Plaintiffs, Plaintiff RV's SABACC Mark, and/or Plaintiff SCI's pre-existing SABACC brand

1
2 video playing-card game is/are otherwise associated with or connected to Defendants, the
3 upcoming *Solo* Film, and/or Defendants' Hand of Sabacc Commercial.

4 117. Plaintiff RV did not authorize or consent to any Defendant using the term
5 "Sabacc" for any purpose.

6 118. Plaintiff RV's '710 Registration placed each Defendant on constructive notice of
7 Plaintiff RV's sole and exclusive rights in and to the SABACC Mark for, among other things,
8 entertainment-related goods and services in the nature of games.

9 119. Upon information and belief, Defendants decided to use, and continue using, the
10 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
11 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
12 knowledge of Plaintiff RV's '710 Registration for the SABACC Mark.

13 120. Upon information and belief, Defendants decided to use, and continue using, the
14 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
15 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
16 knowledge of Plaintiff SCI's pre-existing SABACC brand video playing-card game.

17 121. Upon information and belief, Defendants have made, and will continue to make,
18 substantial profits and gain from the use of the term "Sabacc" in their aforementioned nationwide
19 advertising and marketing campaign for the upcoming *Solo* Film (including, without limitation,
20 the Hand of Sabacc Commercial), to which Defendants are not entitled in law or equity.

21 122. Upon information and belief, Defendants' acts and conduct complained of herein
22 constitute federal trademark infringement in violation of 15 U.S.C. § 1125(a).

23 123. Plaintiffs have suffered, and will continue to suffer, irreparable harm from
24 Defendants' use of the term "Sabacc" when marketing and promoting the upcoming *Solo* Film
25 (including, without limitation, the Hand of Sabacc Commercial) unless restrained by law.

26 124. Plaintiffs have no adequate remedy at law.
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COUNT III

(Federal Unfair Competition in Violation of 15 U.S.C. § 1125(a))

125. Plaintiffs repeat and re-allege the allegations in paragraphs 1-124 as though set forth fully herein.

126. Count III is for federal unfair competition in violation of 15 U.S.C. § 1125(a).

127. Plaintiff RV is the sole and exclusive owner of the ‘710 Registration for the SABACC Mark.

128. For two years prior to Defendants’ aforementioned marketing and promotional activities for the upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial), Plaintiff SCI has been using the SABACC Mark in United States commerce under an exclusive license from Plaintiff RV to market, promote, and sell Plaintiff SCI’s SABACC brand video playing-card game.

129. The SABACC Mark is inherently distinctive for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

130. The SABACC Mark has acquired distinctiveness for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

131. Defendants are using the term “Sabacc” in their aforementioned nationwide advertising and marketing campaign for the upcoming *Solo* Film.

132. Mr. Glover uses the term “Sabacc” in connection with a playing-card game when promoting the upcoming *Solo* Film.

133. Defendants’ Hand of Sabacc Commercial depicts a playing-card scene.

134. Defendants’ Hand of Sabacc Commercial has received widespread and nationwide media coverage, which refers to Defendants.

135. Defendants’ Hand of Sabacc Commercial was marketed, promoted, and widely viewed on social media platforms, such as Twitter, Instagram, Facebook, as well as on the popular video-sharing and posting platform YouTube.

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2 136. Defendant Denny’s partnership with the Lucasfilm Defendants includes
3 marketing and selling *Solo* Film-themed playing cards at Denny’s restaurants throughout the
4 United States.

5 137. Based on widespread consumer exposure to Defendants’ aforementioned use of
6 the term “Sabacc” to refer to a playing-card game in Defendants’ nationwide marketing and
7 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants’
8 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI’s pre-existing SABACC
9 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
10 Defendants are the source of, and/or sponsor or endorse, Plaintiff SCI’s pre-existing SABACC
11 brand video playing-card game, and/or that Defendants, the upcoming *Solo* Film, and/or
12 Defendants’ Hand of Sabacc Commercial is/are otherwise associated or connected with Plaintiffs,
13 Plaintiff RV’s SABACC Mark, and/or Plaintiff SCI’s pre-existing SABACC brand video playing-
14 card game.

15 138. Based on widespread consumer exposure to Defendants’ aforementioned use of
16 the term “Sabacc” to refer to a playing-card game in Defendants’ nationwide marketing and
17 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants’
18 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI’s pre-existing SABACC
19 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
20 Plaintiff SCI and/or Plaintiff RV is/are trading off Defendants’ use of the term “Sabacc” in their
21 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
22 (including, without limitation, Defendants’ Hand of Sabacc Commercial) to market and promote
23 Plaintiff SCI’s pre-existing SABACC brand video playing-card game.

24 139. Based on widespread consumer exposure to Plaintiff SCI’s pre-existing
25 SABACC brand video playing-card game, when consumers encounter Defendants’
26 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
27 (including, without limitation, Defendants’ Hand of Sabacc Commercial), they are likely to
28 mistakenly believe that Plaintiff SCI and/or Plaintiff RV is/are the source of, and/or sponsors or
endorses, the upcoming *Solo* Film and/or Defendants’ Hand of Sabacc Commercial, and/or that

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2 Plaintiffs, Plaintiff RV's SABACC Mark, and/or Plaintiff SCI's pre-existing SABACC brand
3 video playing-card game is/are otherwise associated with or connected to Defendants, the
4 upcoming *Solo* Film, and/or Defendants' Hand of Sabacc Commercial.

5 140. Plaintiff RV did not authorize or consent to any Defendant using the term
6 "Sabacc" for any purpose.

7 141. Plaintiff RV's '710 Registration placed each Defendant on constructive notice of
8 Plaintiff RV's sole and exclusive rights in and to the SABACC Mark for, among other things,
9 entertainment-related goods and services in the nature of games.

10 142. Upon information and belief, Defendants decided to use, and continue using, the
11 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
12 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
13 knowledge of Plaintiff RV's '710 Registration for the SABACC Mark.

14 143. Upon information and belief, Defendants decided to use, and continue using, the
15 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
16 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
17 knowledge of Plaintiff SCI's pre-existing SABACC brand video playing-card game.

18 144. Upon information and belief, Defendants have made, and will continue to make,
19 substantial profits and gain from the use of the term "Sabacc" in their aforementioned nationwide
20 advertising and marketing campaign for the upcoming *Solo* Film (including, without limitation,
21 the Hand of Sabacc Commercial), to which Defendants are not entitled in law or equity.

22 145. Upon information and belief, Defendants' acts and conduct complained of herein
23 constitute federal unfair competition in violation of 15 U.S.C. § 1125(a).

24 146. Plaintiffs have suffered, and will continue to suffer, irreparable harm from
25 Defendants' use of the term "Sabacc" when marketing and promoting the upcoming *Solo* Film
26 (including, without limitation, the Hand of Sabacc Commercial) unless restrained by law.

27 147. Plaintiffs have no adequate remedy at law.
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COUNT IV

(Trademark Infringement in Violation of California Common Law)

148. Plaintiffs repeat and re-allege the allegations in paragraphs 1-147 as though set forth fully herein.

149. Count IV is for trademark infringement in violation of the common law of the State of California.

150. Plaintiff RV is the sole and exclusive owner of the ‘710 Registration for the SABACC Mark.

151. For two years prior to Defendants’ aforementioned marketing and promotional activities for the upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial), Plaintiff SCI has been using the SABACC Mark in United States commerce under an exclusive license from Plaintiff RV to market, promote, and sell Plaintiff SCI’s SABACC brand video playing-card game.

152. The SABACC Mark is inherently distinctive for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

153. The SABACC Mark has acquired distinctiveness for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

154. Defendants are using the term “Sabacc” in their aforementioned nationwide advertising and marketing campaign for the upcoming *Solo* Film.

155. Mr. Glover uses the term “Sabacc” in connection with a playing-card game when promoting the upcoming *Solo* Film.

156. Defendants’ Hand of Sabacc Commercial depicts a playing-card scene.

157. Defendants’ Hand of Sabacc Commercial has received widespread and nationwide media coverage, which refers to Defendants.

158. Defendants’ Hand of Sabacc Commercial was marketed, promoted, and widely viewed on social media platforms, such as Twitter, Instagram, Facebook, as well as on the popular video-sharing and posting platform YouTube.

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2 159. Defendant Denny’s partnership with the Lucasfilm Defendants includes
3 marketing and selling *Solo* Film-themed playing cards at Denny’s restaurants throughout the
4 United States.

5 160. Based on widespread consumer exposure to Defendants’ aforementioned use of
6 the term “Sabacc” to refer to a playing-card game in Defendants’ nationwide marketing and
7 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants’
8 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI’s pre-existing SABACC
9 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
10 Defendants are the source of, and/or sponsor or endorse, Plaintiff SCI’s pre-existing SABACC
11 brand video playing-card game, and/or that Defendants, the upcoming *Solo* Film, and/or
12 Defendants’ Hand of Sabacc Commercial is/are otherwise associated or connected with Plaintiffs,
13 Plaintiff RV’s SABACC Mark, and/or Plaintiff SCI’s pre-existing SABACC brand video playing-
14 card game.

15 161. Based on widespread consumer exposure to Defendants’ aforementioned use of
16 the term “Sabacc” to refer to a playing-card game in Defendants’ nationwide marketing and
17 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants’
18 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI’s pre-existing SABACC
19 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
20 Plaintiff SCI and/or Plaintiff RV is/are trading off Defendants’ use of the term “Sabacc” in their
21 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
22 (including, without limitation, Defendants’ Hand of Sabacc Commercial) to market and promote
23 Plaintiff SCI’s pre-existing SABACC brand video playing-card game.

24 162. Based on widespread consumer exposure to Plaintiff SCI’s pre-existing
25 SABACC brand video playing-card game, when consumers encounter Defendants’
26 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
27 (including, without limitation, Defendants’ Hand of Sabacc Commercial), they are likely to
28 mistakenly believe that Plaintiff SCI and/or Plaintiff RV is/are the source of, and/or sponsors or
endorses, the upcoming *Solo* Film and/or Defendants’ Hand of Sabacc Commercial, and/or that

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2 Plaintiffs, Plaintiff RV's SABACC Mark, and/or Plaintiff SCI's pre-existing SABACC brand
3 video playing-card game is/are otherwise associated with or connected to Defendants, the
4 upcoming *Solo* Film, and/or Defendants' Hand of Sabacc Commercial.

5 163. Plaintiff RV did not authorize or consent to any Defendant using the term
6 "Sabacc" for any purpose.

7 164. Plaintiff RV's '710 Registration placed each Defendant on constructive notice of
8 Plaintiff RV's sole and exclusive rights in and to the SABACC Mark for, among other things,
9 entertainment-related goods and services in the nature of games.

10 165. Upon information and belief, Defendants decided to use, and continue using, the
11 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
12 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
13 knowledge of Plaintiff RV's '710 Registration for the SABACC Mark.

14 166. Upon information and belief, Defendants decided to use, and continue using, the
15 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
16 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
17 knowledge of Plaintiff SCI's pre-existing SABACC brand video playing-card game.

18 167. Upon information and belief, Defendants have made, and will continue to make,
19 substantial profits and gain from the use of the term "Sabacc" in their aforementioned nationwide
20 advertising and marketing campaign for the upcoming *Solo* Film (including, without limitation,
21 the Hand of Sabacc Commercial), to which Defendants are not entitled in law or equity.

22 168. Upon information and belief, Defendants' acts and conduct complained of herein
23 constitute trademark infringement in violation of the common law of the State of California.

24 169. Plaintiffs have suffered, and will continue to suffer, irreparable harm from
25 Defendants' use of the term "Sabacc" when marketing and promoting the upcoming *Solo* Film
26 (including, without limitation, the Hand of Sabacc Commercial) unless restrained by law.

27 170. Plaintiffs have no adequate remedy at law.
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COUNT V

(Unfair Competition in Violation of California Common Law)

171. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though set forth fully herein.

172. Count V is for unfair competition in violation of the common law of the State of California.

173. Plaintiff RV is the sole and exclusive owner of the ‘710 Registration for the SABACC Mark.

174. For two years prior to Defendants’ aforementioned marketing and promotional activities for the upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial), Plaintiff SCI has been using the SABACC Mark in United States commerce under an exclusive license from Plaintiff RV to market, promote, and sell Plaintiff SCI’s SABACC brand video playing-card game.

175. The SABACC Mark is inherently distinctive for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

176. The SABACC Mark has acquired distinctiveness for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

177. Defendants are using the term “Sabacc” in their aforementioned nationwide advertising and marketing campaign for the upcoming *Solo* Film.

178. Mr. Glover uses the term “Sabacc” in connection with a playing-card game when promoting the upcoming *Solo* Film.

179. Defendants’ Hand of Sabacc Commercial depicts a playing-card scene.

180. Defendants’ Hand of Sabacc Commercial has received widespread and nationwide media coverage, which refers to Defendants.

181. Defendants’ Hand of Sabacc Commercial was marketed, promoted, and widely viewed on social media platforms, such as Twitter, Instagram, Facebook, as well as on the popular video-sharing and posting platform YouTube.

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2 182. Defendant Denny's partnership with the Lucasfilm Defendants includes
3 marketing and selling *Solo* Film-themed playing cards at Denny's restaurants throughout the
4 United States.

5 183. Based on widespread consumer exposure to Defendants' aforementioned use of
6 the term "Sabacc" to refer to a playing-card game in Defendants' nationwide marketing and
7 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants'
8 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI's pre-existing SABACC
9 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
10 Defendants are the source of, and/or sponsor or endorse, Plaintiff SCI's pre-existing SABACC
11 brand video playing-card game, and/or that Defendants, the upcoming *Solo* Film, and/or
12 Defendants' Hand of Sabacc Commercial is/are otherwise associated or connected with Plaintiffs,
13 Plaintiff RV's SABACC Mark, and/or Plaintiff SCI's pre-existing SABACC brand video playing-
14 card game.

15 184. Based on widespread consumer exposure to Defendants' aforementioned use of
16 the term "Sabacc" to refer to a playing-card game in Defendants' nationwide marketing and
17 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants'
18 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI's pre-existing SABACC
19 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
20 Plaintiff SCI and/or Plaintiff RV is/are trading off Defendants' use of the term "Sabacc" in their
21 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
22 (including, without limitation, Defendants' Hand of Sabacc Commercial) to market and promote
23 Plaintiff SCI's pre-existing SABACC brand video playing-card game.

24 185. Based on widespread consumer exposure to Plaintiff SCI's pre-existing
25 SABACC brand video playing-card game, when consumers encounter Defendants'
26 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
27 (including, without limitation, Defendants' Hand of Sabacc Commercial), they are likely to
28 mistakenly believe that Plaintiff SCI and/or Plaintiff RV is/are the source of, and/or sponsors or
endorses, the upcoming *Solo* Film and/or Defendants' Hand of Sabacc Commercial, and/or that

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2 Plaintiffs, Plaintiff RV's SABACC Mark, and/or Plaintiff SCI's pre-existing SABACC brand
3 video playing-card game is/are otherwise associated with or connected to Defendants, the
4 upcoming *Solo* Film, and/or Defendants' Hand of Sabacc Commercial.

5 186. Plaintiff RV did not authorize or consent to any Defendant using the term
6 "Sabacc" for any purpose.

7 187. Plaintiff RV's '710 Registration placed each Defendant on constructive notice of
8 Plaintiff RV's sole and exclusive rights in and to the SABACC Mark for, among other things,
9 entertainment-related goods and services in the nature of games.

10 188. Upon information and belief, Defendants decided to use, and continue using, the
11 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
12 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
13 knowledge of Plaintiff RV's '710 Registration for the SABACC Mark.

14 189. Upon information and belief, Defendants decided to use, and continue using, the
15 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
16 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
17 knowledge of Plaintiff SCI's pre-existing SABACC brand video playing-card game.

18 190. Upon information and belief, Defendants have made, and will continue to make,
19 substantial profits and gain from the use of the term "Sabacc" in their aforementioned nationwide
20 advertising and marketing campaign for the upcoming *Solo* Film (including, without limitation,
21 the Hand of Sabacc Commercial), to which Defendants are not entitled in law or equity.

22 191. Upon information and belief, Defendants' acts and conduct complained of herein
23 constitute unfair competition in violation of the common law of the State of California.

24 192. Plaintiffs have suffered, and will continue to suffer, irreparable harm from
25 Defendants' use of the term "Sabacc" when marketing and promoting the upcoming *Solo* Film
26 (including, without limitation, the Hand of Sabacc Commercial) unless restrained by law.

27 193. Plaintiffs have no adequate remedy at law.
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COUNT VI

(Unfair Competition in Violation of CAL. BUS. & PROF. CODE § 1720 et seq.)

194. Plaintiffs repeat and re-allege the allegations in paragraphs 1-193 as though set forth fully herein.

195. Count VI is for unfair competition in violation of CAL. BUS. & PROF. CODE § 17200 *et seq.*

196. Plaintiff RV is the sole and exclusive owner of the ‘710 Registration for the SABACC Mark.

197. For two years prior to Defendants’ aforementioned marketing and promotional activities for the upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial), Plaintiff SCI has been using the SABACC Mark in United States commerce under an exclusive license from Plaintiff RV to market, promote, and sell Plaintiff SCI’s SABACC brand video playing-card game.

198. The SABACC Mark is inherently distinctive for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

199. The SABACC Mark has acquired distinctiveness for the goods and services recited in the ‘710 Registration, and Plaintiff SCI’s SABACC brand video playing-card game.

200. Defendants are using the term “Sabacc” in their aforementioned nationwide advertising and marketing campaign for the upcoming *Solo* Film.

201. Mr. Glover uses the term “Sabacc” in connection with a playing-card game when promoting the upcoming *Solo* Film.

202. Defendants’ Hand of Sabacc Commercial depicts a playing-card scene.

203. Defendants’ Hand of Sabacc Commercial has received widespread and nationwide media coverage, which refers to Defendants.

204. Defendants’ Hand of Sabacc Commercial was marketed, promoted, and widely viewed on social media platforms, such as Twitter, Instagram, Facebook, as well as on the popular video-sharing and posting platform YouTube.

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2 205. Defendant Denny's partnership with the Lucasfilm Defendants includes
3 marketing and selling *Solo* Film-themed playing cards at Denny's restaurants throughout the
4 United States.

5 206. Based on widespread consumer exposure to Defendants' aforementioned use of
6 the term "Sabacc" to refer to a playing-card game in Defendants' nationwide marketing and
7 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants'
8 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI's pre-existing SABACC
9 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
10 Defendants are the source of, and/or sponsor or endorse, Plaintiff SCI's pre-existing SABACC
11 brand video playing-card game, and/or that Defendants, the upcoming *Solo* Film, and/or
12 Defendants' Hand of Sabacc Commercial is/are otherwise associated or connected with Plaintiffs,
13 Plaintiff RV's SABACC Mark, and/or Plaintiff SCI's pre-existing SABACC brand video playing-
14 card game.

15 207. Based on widespread consumer exposure to Defendants' aforementioned use of
16 the term "Sabacc" to refer to a playing-card game in Defendants' nationwide marketing and
17 promotional campaign for the upcoming *Solo* Film (including, without limitation, Defendants'
18 Hand of Sabacc Commercial), when consumers encounter Plaintiff SCI's pre-existing SABACC
19 brand video playing-card game in the marketplace, they are likely to mistakenly believe that
20 Plaintiff SCI and/or Plaintiff RV is/are trading off Defendants' use of the term "Sabacc" in their
21 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
22 (including, without limitation, Defendants' Hand of Sabacc Commercial) to market and promote
23 Plaintiff SCI's pre-existing SABACC brand video playing-card game.

24 208. Based on widespread consumer exposure to Plaintiff SCI's pre-existing
25 SABACC brand video playing-card game, when consumers encounter Defendants'
26 aforementioned nationwide marketing and promotional campaign for the upcoming *Solo* Film
27 (including, without limitation, Defendants' Hand of Sabacc Commercial), they are likely to
28 mistakenly believe that Plaintiff SCI and/or Plaintiff RV is/are the source of, and/or sponsors or
endorses, the upcoming *Solo* Film and/or Defendants' Hand of Sabacc Commercial, and/or that

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2 Plaintiffs, Plaintiff RV's SABACC Mark, and/or Plaintiff SCI's pre-existing SABACC brand
3 video playing-card game is/are otherwise associated with or connected to Defendants, the
4 upcoming *Solo* Film, and/or Defendants' Hand of Sabacc Commercial.

5 209. Plaintiff RV did not authorize or consent to any Defendant using the term
6 "Sabacc" for any purpose.

7 210. Plaintiff RV's '710 Registration placed each Defendant on constructive notice of
8 Plaintiff RV's sole and exclusive rights in and to the SABACC Mark for, among other things,
9 entertainment-related goods and services in the nature of games.

10 211. Upon information and belief, Defendants decided to use, and continue using, the
11 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
12 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
13 knowledge of Plaintiff RV's '710 Registration for the SABACC Mark.

14 212. Upon information and belief, Defendants decided to use, and continue using, the
15 term "Sabacc" in their aforementioned nationwide advertising and marketing campaign for the
16 upcoming *Solo* Film (including, without limitation, the Hand of Sabacc Commercial) with actual
17 knowledge of Plaintiff SCI's pre-existing SABACC brand video playing-card game.

18 213. Upon information and belief, Defendants have made, and will continue to make,
19 substantial profits and gain from the use of the term "Sabacc" in their aforementioned nationwide
20 advertising and marketing campaign for the upcoming *Solo* Film (including, without limitation,
21 the Hand of Sabacc Commercial), to which Defendants are not entitled in law or equity.

22 214. Upon information and belief, Defendants' acts and conduct complained of herein
23 are unlawful in violation of CAL. BUS. & PROF. CODE § 17200 *et seq.* because such acts and
24 conduct violate Sections 32 and 43(a) of the Lanham Act, respectively.

25 215. Upon information and belief, Defendants' acts and conduct complained of herein
26 are unfair in violation of CAL. BUS. & PROF. CODE § 17200 *et seq.* because such acts and conduct
27 are likely to deceive and/or mislead consumers as to the source, origin, sponsorship, approval,
28 and/or affiliation of goods and services offered under Plaintiff RV's SABACC Mark (including,

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2 for example, Plaintiff SCI’s pre-existing SABACC brand video playing-card game) and/or
3 Defendants’ nationwide advertising and marketing campaign for the upcoming *Solo* Film
4 (including, without limitation, Defendants’ Hand of Sabacc Commercial).

5 216. Plaintiffs have suffered, and will continue to suffer, irreparable harm from
6 Defendants’ use of the term “Sabacc” when marketing and promoting the upcoming *Solo* Film
7 (including, without limitation, the Hand of Sabacc Commercial) unless restrained by law.

8 217. Plaintiffs have no adequate remedy at law.

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10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, based on the foregoing, Plaintiffs pray for judgment against Defendants
12 as follows:

13 A. A Declaration that Defendants, by their actions alleged herein, have infringed
14 Plaintiffs’ SABACC Mark in violation of the U.S. Trademark Act, and California Common law;

15 B. A Declaration that Defendants, by their actions alleged herein, have engaged in
16 unfair competition in violation of the U.S. Trademark Act, and California common and statutory
17 law;

18 C. An Order preliminarily and permanently enjoining and restraining Defendants,
19 their parents, subsidiaries, divisions, branches, affiliates, predecessors or successors-in-interest,
20 and any entities acting or purporting to act for or on behalf of any of the foregoing, including any
21 agents, employees, representatives, officers, directors, servants, and partners, and those persons in
22 active concert or participation with Defendants, from manufacturing, producing, publishing,
23 distributing, supplying, licensing, using, copying, reproducing, advertising, promoting,
24 displaying, offering for sale, selling, and/or otherwise exploiting any good or service bearing any
25 word, term, name, symbol, combination thereof, and/or any other designation, identical or
26 confusingly similar to Plaintiffs’ SABACC Mark;

27 D. An Order directing Defendants to remove, and permanently refrain from using, the
28 term “Sabacc,” and any other colorable imitation(s) of Plaintiffs’ SABACC Mark, from all of

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2 Defendants' goods and services, as well as any other web sites or promotional materials, whether
3 electronic, printed or otherwise, under Defendants' direct or indirect dominion or control;

4 E. An Order, pursuant to 15 U.S.C. § 1118, directing the seizure, delivery and
5 destruction of each good and service within Defendants' possession, custody or control that
6 creates a likelihood of confusion with Plaintiffs, Plaintiffs' SABACC Mark, and/or Plaintiff SCI's
7 pre-existing SABACC brand video playing-card game;

8 F. An Order requiring Defendants to account for and pay over to Plaintiffs: (i) any
9 and all profits directly and proximately derived by Defendants from their acts and conduct
10 complained of herein (including, without limitation, Defendants' Hand of Sabacc Commercial),
11 and (ii) all damages directly and proximately sustained by Plaintiffs as a result of Defendants'
12 acts and conduct complained of herein (including, without limitation, Defendants' Hand of
13 Sabacc Commercial), in amounts to be determined at trial;

14 G. A Declaration that Defendants' acts and conduct complained of herein are
15 "exceptional" within the meaning of 15 U.S.C. § 1117, and awarding Plaintiffs their reasonable
16 costs and attorneys' fees based thereon;

17 H. An Order awarding Plaintiffs statutory and punitive damages;

18 I. An Order awarding Plaintiffs pre-judgment interest; and

19 J. An Order awarding Plaintiffs any further relief this Court shall deem just and
20 equitable.

21 **JURY DEMAND**

22 Pursuant to Rules 38(b) and 38(c) of the Federal Rules of Civil Procedure, Plaintiffs
23 request a trial by jury for all issues so triable.
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Dated: April 23, 2018
San Francisco, California

Respectfully submitted,

HUNTON ANDREWS KURTH LLP

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