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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

Lucasfilm Ltd. LLC and Lucasfilm  
Entertainment Company Ltd. LLC,

*Plaintiffs/Counter-Defendants,*

v.

Ren Ventures Ltd. and Sabacc Creative  
Industries Ltd.,

*Defendants/Counter-Plaintiffs.*

Case No. 3:17-cv-07249-RS

**STIPULATED  
CONSENT JUDGMENT AND  
PERMANENT INJUNCTION**

1  
2 Ren Ventures Ltd., and Sabacc Creative  
Industries Ltd.,

Case No. 3:18-cv-02417-RS

3 *Plaintiffs,*

4 v.

5 Lucasfilm Ltd. LLC; Lucasfilm Entertainment  
6 Company Ltd. LLC; Denny’s, Inc.; EP & Co.;  
and Collider.

**STIPULATED  
CONSENT JUDGMENT AND  
PERMANENT INJUNCTION**

7 *Defendants.*

8  
9 WHEREAS on December 21, 2017, Lucasfilm Ltd. LLC and Lucasfilm Entertainment  
10 Company Ltd. LLC (collectively, “Lucasfilm”) initiated the action captioned *Lucasfilm Ltd. LLC*  
11 *and Lucasfilm Entertainment Company Ltd. LLC v. Ren Ventures Ltd. and Sabacc Creative*  
12 *Industries Ltd.*, Case No. 3:17-cv-07249-RS, in the United States District Court for the Northern  
13 District of California against Ren Ventures Ltd. and Sabacc Creative Industries Ltd. (collectively,  
14 “Defendants”) (all collectively, the “Parties”);

15 WHEREAS on May 21, 2018, Defendants filed an Answer and First Amended  
16 Counterclaims asserting counterclaims against Lucasfilm;

17 WHEREAS on September 12, 2018, the Parties filed a Stipulation of Dismissal with  
18 Prejudice, providing for the dismissal with prejudice of Defendants’ counterclaims;

19 WHEREAS on April 23, 2018, Defendants filed a Complaint in the action captioned *Ren*  
20 *Ventures Ltd., and Sabacc Creative Industries Ltd. v. Lucasfilm Ltd. LLC; Lucasfilm*  
21 *Entertainment Company Ltd. LLC; Denny’s Inc.; EP & Co.; and Collider*, Case No. 3:18-cv-  
22 02417-RS, in the United States District Court for the Northern District of California;

23 WHEREAS on July 30, 2018, Defendants filed a Notice of Dismissal with Prejudice,  
24 providing for the dismissal with prejudice of Case No. 3:18-cv-02417-RS;

25 WHEREAS, on August 7, 2018, Defendant Ren Ventures Ltd. filed with the Trademark  
26 Trial and Appeal Board (the “TTAB”) a Voluntary Surrender for Cancellation of U.S. Trademark  
27 Registration No. 5,025,710 with prejudice, such cancellation also being with prejudice to any  
28

1 common-law trademark and/or service-mark rights that Ren Ventures Ltd. may have claimed to  
2 possess in the SABACC mark previously covered by such registration;

3 WHEREAS, on August 14, 2018, the TTAB granted Lucasfilm’s Petition to Cancel RV’s  
4 U.S. Trademark Registration No. 5,025,710; entered judgment against Ren Ventures Ltd; and  
5 ordered the Commissioner for Trademarks to cancel U.S. Trademark Registration No. 5,025,710;

6 WHEREAS the Parties have reached agreement for resolution of Case Nos. 3:17-cv-  
7 07249-RS and 3:18-cv-02417-RS (the “Actions”), the full terms and conditions of which are set  
8 forth in the document entitled “Confidential Settlement Agreement and Releases,” dated as of  
9 July 24, 2018 (the “Settlement Agreement”); and

10 WHEREAS the Parties’ Settlement Agreement is conditioned upon entry by the Court of a  
11 stipulated consent judgment and permanent injunction and the continuing jurisdiction of the Court  
12 on the terms and conditions set forth herein;

13 THEREFORE, the Parties stipulate and agree that this Court has jurisdiction to enter a  
14 stipulated consent judgment and permanent injunction on the following terms and conditions and  
15 that the Court shall have continuing jurisdiction for purposes of enforcing this consent judgment  
16 and permanent injunction and the Settlement Agreement and request that the Court enter the  
17 attached [Proposed] Stipulated Consent Judgment and Permanent Injunction.

18 IT IS SO STIPULATED.

19  
20 Dated: New York, New York  
September 12, 2018

21  
22 SHAPIRO ARATO LLP

23 By: /s/ Cynthia S. Arato  
Cynthia S. Arato  
24 *Counsel for Lucasfilm*

25 HUNTON ANDREWS KURTH LLP

26 By: /s/ Jonathan W. Thomas  
Jonathan W. Thomas  
27 *Counsel for Defendants*

1 Pursuant to a Settlement Agreement dated as of July 24, 2018 (the “Settlement  
2 Agreement”), the foregoing stipulation, and for good cause shown, the Court hereby enters the  
3 following Stipulated Consent Judgment and Permanent Injunction:  
4

5 **STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION**

6 1. For purposes of this Stipulated Consent Judgment and Permanent Injunction, the  
7 following definitions shall apply:

8 a. “Plaintiffs” shall mean Lucasfilm Ltd. LLC and/or Lucasfilm  
9 Entertainment Company Ltd. LLC, individually or collectively.

10 b. “Defendants” shall mean Ren Ventures Ltd., Sabacc Creative Industries  
11 Ltd., and Ime Ekong, individually or collectively.

12 c. “Defendants’ Game” shall mean the “Sabacc” game offered by Defendants  
13 in any form or media, now known or hereafter devised, including but not limited to as a mobile  
14 app, online game, or physical card game.

15 d. “Defendants’ Registration” shall mean U.S. Trademark Registration No.  
16 5025710.

17 e. “Plaintiffs’ *Star Wars* Franchise” means any and all *Star Wars* movies,  
18 television programs, books, comic books, and other expressive works, including but not limited to  
19 any characters, groups, names, marks, dialogue, objects, locations, and other elements from such  
20 *Star Wars* works, whether now in existence or later created.

21 f. “Lucasfilm Copyrights” shall mean each of those works, or portions  
22 thereof, whether now in existence or later created in which any Plaintiff (or parent, subsidiary, or  
23 affiliate of any Plaintiff) owns or controls an exclusive right under the United States Copyright  
24 Act, 17 U.S.C. §§ 101 et seq.

25 g. “Lucasfilm Trademarks” shall mean any word, term, name, symbol, or  
26 device, whether registered or unregistered in which any Plaintiff (or parent, subsidiary, or affiliate  
27 of any Plaintiff) has rights under the common law or the Lanham Act, 15 U.S.C. §§ 1051 et seq.,  
28 including but not limited to elements contained in Plaintiffs’ *Star Wars* Franchise, including but

1 not limited to the following names and the fictional characters, groups, objects, or locations that  
2 correspond to those names: Sabacc, Star Wars, Kylo Ren, Lando Calrissian, Han Solo, Yoda,  
3 Chewbacca, C-3PO, Zeb, the Bothans, the Trade Federation, the Viceroy of the Trade Federation,  
4 the *Millennium Falcon*, and Cloud City.

5 h. “Counterclaims” shall mean the counterclaims Defendants asserted against  
6 Lucasfilm in the Answer and First Amended Counterclaims filed on May 21, 2018, in Case No.  
7 3:17-cv-07249-RS.

8 2. Defendants, and all of their officers, directors, agents, servants, and employees,  
9 and all persons in active concert or participation or in privity with any of them, ARE HEREBY  
10 PERMANENTLY RESTRAINED AND ENJOINED from:

11 a. Selling, offering, distributing, marketing, or otherwise exploiting  
12 Defendants’ Game;

13 b. Using the word “Sabacc” as or in the name of any company, product, or  
14 service, or engaging in any other activity that infringes under the common law or the Lanham  
15 Act, 15 U.S.C. §§ 1051 et seq., whether directly or indirectly, Sabacc or any other Lucasfilm  
16 Trademark;

17 c. Using any element of Plaintiffs’ *Star Wars* Franchise in connection with  
18 the sale, offering, distribution, marketing, or other exploitation of any services and products of  
19 any Defendant, or otherwise engaging in any other activity that infringes, whether directly or  
20 indirectly, any Lucasfilm Copyright under Section 106(1)-(5) of the Copyright Act, 17 U.S.C. §§  
21 101 et seq.;

22 d. Making any false statements or representations or engaging in any other  
23 activity that suggests that a Defendant or its business is in any way affiliated with or approved,  
24 licensed, endorsed, or sponsored by any Plaintiff (or any parent, subsidiary, or affiliate of any  
25 Plaintiff);

26 e. Applying or re-applying for any trademark registrations for any marks,  
27 names, or other identifiers that are confusingly similar to the Lucasfilm Trademarks; and  
28

1 f. Effecting assignments or transfers, forming new entities or associations, or  
2 using any other entities or devices for the purpose of circumventing or otherwise avoiding the  
3 prohibitions set forth in the subparagraphs above.

4 3. The Complaint in *Lucasfilm Ltd. LLC and Lucasfilm Entertainment Company Ltd.*  
5 *LLC v. Ren Ventures Ltd. and Sabacc Creative Industries Ltd.*, Case No. 3:17-cv-07249-RS, is  
6 amended to include Ime Ekong as an additional defendant. Ime Ekong irrevocably consents to  
7 the jurisdiction of this Court and fully waives service of process and all challenges to service of  
8 process. All references to “Defendants” in this Stipulated Consent Judgment and Permanent  
9 Injunction shall include and refer to Ren Ventures Ltd., Sabacc Creative Industries Ltd., and Ime  
10 Ekong, individually and collectively.

11 4. The Counterclaims have been DISMISSED with prejudice.

12 5. The Complaint in *Ren Ventures Ltd., and Sabacc Creative Industries Ltd. v.*  
13 *Lucasfilm Ltd. LLC; Lucasfilm Entertainment Company Ltd. LLC; Denny’s Inc.; EP & Co.; and*  
14 *Collider*, Case No. 3:18-cv-02417-RS, has been DISMISSED with prejudice.

15 6. The Trademark Trial and Appeal Board granted Lucasfilm’s Petition to Cancel  
16 Defendants’ Registration by Order dated August 14, 2018.

17 7. Defendants shall pay damages to Plaintiffs in the amount of Four Hundred and  
18 Seventy Thousand U.S. Dollars (\$470,000).

19 8. Defendants irrevocably and fully waive notice of entry of the Stipulated Consent  
20 Judgment and Permanent Injunction, and notice and service of the entered Stipulated Consent  
21 Judgment and Permanent Injunction, and understand and agree that violation of this Stipulated  
22 Consent Judgment and Permanent Injunction shall expose Defendants and all other persons bound  
23 by this Stipulated Consent Judgment and Permanent Injunction jointly and severally to all  
24 applicable penalties provided by law, including for contempt of Court.

25 9. Defendants irrevocably and fully waive any and all right to appeal the Stipulated  
26 Consent Judgment and Permanent Injunction.

27 10. All claims and defenses in the Actions asserted by any of the Parties are hereby  
28

1 resolved by this Stipulated Consent Judgment and Permanent Injunction.

2 11. This Court shall retain continuing jurisdiction over the Parties and the action for  
3 purposes of enforcing this Stipulated Consent Judgment and Permanent Injunction and the  
4 Settlement Agreement.

5 **IT IS SO ORDERED.**

6  
7 Dated: 9/14/18

8 

9 Hon. Richard Seeborg  
10 United States District Judge

11 Submitted jointly by:

12 Dated: New York, New York  
13 September 12, 2018

Dated: New York, New York  
September 12, 2018

14 SHAPIRO ARATO LLP

HUNTON ANDREWS KURTH LLP

15 By: /s/ Cynthia S. Arato

By: /s/ Jonathan W. Thomas

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