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12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**

15 STARDOCK SYSTEMS, INC.,  
16  
17 Plaintiff,

18 vs.

19 PAUL REICHE III and ROBERT  
20 FREDERICK FORD,  
21 Defendants.

Case No.:

**COMPLAINT FOR TRADEMARK  
INFRINGEMENT, UNFAIR  
COMPETITION AND FALSE  
DESIGNATION OF ORIGIN AND  
TRADEMARK DILUTION UNDER THE  
LANHAM ACT; COPYRIGHT  
INFRINGEMENT UNDER THE  
COPYRIGHT ACT; STATUTORY  
TRADEMARK INFRINGEMENT AND  
DILUTION AND UNFAIR  
COMPETITION UNDER CALIFORNIA  
LAW; AND TRADEMARK  
INFRINGEMENT AND UNFAIR  
COMPETITION UNDER CALIFORNIA  
COMMON LAW**

**DEMAND FOR JURY TRIAL**



1 the Classic Star Control Games (as defined *infra*) within this State, such that this Court has personal  
2 jurisdiction over Defendants.

3 5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because a  
4 substantial part of the acts complained of herein occurred in this judicial district and Defendants  
5 are subject to personal jurisdiction in this judicial district.  
6

7 **INTRADISTRICT ASSIGNMENT**

8 6. A substantial part of the events and omissions giving rise to the claims in this case  
9 occurred at least in the County of Marin, including but not limited to the marketing and promotion  
10 of Defendants’ Ghosts of the Precursors Game, the offering for sale and/or sale of the Classic Star  
11 Control Games and the use of Stardock’s STAR CONTROL Mark (as defined *infra*). Accordingly,  
12 assignment to the San Francisco Division is proper pursuant to Civil L.R. 3-2(e).  
13

14 **THE PARTIES**

15 7. Plaintiff Stardock Systems Inc. is a Michigan corporation with a principal place of  
16 business at 15090 Beck Road Plymouth, Michigan 48170.

17 8. Defendant Paul Reiche III is an individual with, upon information and belief, a last  
18 known place of residence at 2533 Laguna Vista Drive, Novato, California 94945-1562.

19 9. Defendant Robert Frederick Ford is an individual with, upon information and belief,  
20 a last known place of residence at 730 Eucalyptus Avenue, Novato, California 94947-2835.  
21

22 **FACTUAL BACKGROUND**

23 ***The Development and Ownership of the Classic Star Control Games***

24 10. On October 7, 1988, Accolade, Inc. (“**Accolade**”) and Reiche entered into a  
25 license agreement pertaining to the development and publishing of computer software programs  
26 (the “**1988 Agreement**”).  
27  
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1           11.     In 1990, under the terms of the 1988 Agreement, Accolade developed and  
2 published *Star Control*, a science fiction video game focused on space combat and featuring  
3 space ship characters (hereinafter “**Star Control I**”). Reiche and/or Ford contend that he/they  
4 contributed certain undefined material and/or programming to Star Control I, in collaboration  
5 with numerous other authors and contributors, to assist Accolade in the development of the game.  
6

7           12.     Later, in 1992, Accolade developed and published *Star Control II: The Ur-Quan*  
8 *Masters*, a sequel to Star Control I under the 1988 Agreement, and incorporating new characters  
9 of space ships and alien races (hereinafter “**Star Control II**”). Similarly, Reiche and Ford  
10 contend that he/they contributed certain undefined material and/or programming to Star Control  
11 II, in collaboration with numerous other authors and contributors, to assist Accolade in the  
12 development of the game.

13           13.     Subsequently, in 1996, Accolade published *Star Control III*, as a sequel to Star  
14 Control II under the 1988 Agreement (hereinafter “**Star Control III**”). Reiche and Ford were  
15 offered the right of first refusal to help develop Star Control III but declined to participate and  
16 were not otherwise involved in the creation of the game.  
17

18           14.     Star Control I, Star Control II, and Star Control III are collectively hereinafter  
19 referred to as the “**Classic Star Control Games**.”  
20

21           15.     Pursuant to the 1988 Agreement, Accolade held the exclusive license to, *inter alia*,  
22 market, distribute and sell the Classic Star Control Games in exchange for the payment of certain  
23 royalties to Reiche.

24           16.     Separate from the license grant as defined in the 1988 Agreement, the 1988  
25 Agreement also provided to Accolade the sole and exclusive right to create computer software  
26 programs based on or derived from any characters, themes, settings or plot lines from the Classic  
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1 Star Control Games and any translation, port or adaptation of the Classic Star Control Games in  
2 exchange for the payment of certain royalties to Reiche.

3 17. Also, pursuant to the 1988 Agreement, Accolade was the owner of the title,  
4 packaging concept, and packaging design in and to the Classic Star Control Games and any  
5 trademarks and other intellectual property rights adopted and used by Accolade in the marketing  
6 thereof, including but not limited to the STAR CONTROL Mark (collectively the “**Accolade**  
7 **Star Control IP**”).

9 18. In addition, pursuant to the 1988 Agreement, Accolade was the owner of any and  
10 all rights in and to the Star Control Copyrights (as defined *infra*), as Accolade developed the  
11 game without the assistance of Reiche and Ford.

12 19. In or around 1999, Atari, Inc. (“**Atari**”) acquired Accolade, thereby assuming all  
13 rights and obligations under the 1988 Agreement, including all rights to the Accolade Star  
14 Control IP, including but not limited to the STAR CONTROL Mark and the Star Control  
15 Copyrights, and publishing rights to the Classic Star Control Games.

17 20. In 2013, the 1988 Agreement, along with certain other assets, including the STAR  
18 CONTROL Mark, certain copyrights in and to the Classic Star Control Games, including but not  
19 limited to the Star Control Copyrights, as well as publishing rights to the Classic Star Control  
20 Games (collectively, the “**Atari Star Control Assets**”) were assigned to Stardock via an asset  
21 purchase agreement and associated intellectual property assignment between Stardock and Atari  
22 dated July 18, 2013 (hereinafter “**Asset Purchase Agreement**”). A copy of the intellectual  
23 property assignment is attached hereto as Exhibit A and is incorporated herein by reference.  
24

25 21. The Classic Star Control Games have become widely popular over the last couple  
26 of decades in the video game community and the Star Control brand has acquired a valuable  
27 fame, reputation and goodwill among the purchasing public as result  
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***Stardock, the STAR CONTROL Mark and the Star Control Copyrights***

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22. Stardock is a preeminent software and video game development, distribution and publishing company founded in 1991 by Bradley Wardell and recognized for its successful computer games, including *Galactic Civilizations*, *Sins of a Solar Empire*, and *Ashes of the Singularity*, to name a few.

23. Pursuant to the Asset Purchase Agreement, Stardock owns all rights in and to the Atari Star Control Assets, which include but are not limited to the STAR CONTROL Mark and any other trademarks originally adopted and used by Accolade in the marketing of the Classic Star Control Games, as well as the Star Control Copyrights.

24. In particular, Stardock is the owner of U.S. Trademark Registration No. 2,046,036 for the mark STAR CONTROL in connection with *computer game software, and manuals supplied as a unit therewith* in Class 28 (“**Star Control Trademark Registration**”). Copies of the United States Patent and Trademark Office (“USPTO”) status report and registration certificate for the Star Control Trademark Registration are attached hereto and incorporated herein by reference as Exhibit B.

25. The Star Control Trademark Registration is valid, subsisting, in full force and effect; and, incontestable under U.S. Trademark Act Section 15 (37 USC Sec 1058(a)(1)) as evidenced by the Notice of Acceptance and Acknowledgment attached hereto and incorporated herein by reference as Exhibit C.

26. Stardock’s Star Control Trademark Registration, Star Control Application and common law rights in and to the mark STAR CONTROL are collectively hereinafter referred to as the “**STAR CONTROL Mark**.” The trademark registration for the STAR CONTROL Mark is in full force and effect. Stardock has continuously used the STAR CONTROL Mark in commerce in the United States since its acquisition of the Atari Star Control Assets by offering for sale and

1 selling the Classic Star Control Games and marketing and promoting Stardock's New Star Control  
2 Game (as defined *infra*) under the STAR CONTROL Mark.

3 27. The STAR CONTROL Mark has obtained valuable fame, reputation and goodwill  
4 as a result of the success of the Classic Star Control Games. As the owner of the STAR CONTROL  
5 Mark, the rights inuring from such reputation and goodwill are owned by Stardock.  
6

7 28. Stardock is also the owner of U.S. Copyright Registration No. PA 799-000 for the  
8 work titled "Star Control 3," which covers the artwork embodied in Star Control III, namely, any  
9 and all audiovisual materials, computer programming, text, graphics in the game and accompanying  
10 materials and musical score (the "**Star Control Copyrights**"). Copies of the registration certificate  
11 for the Star Control Copyrights and the recordation of the assignment with the Copyright Office is  
12 attached hereto and incorporated herein by reference as Exhibit D.  
13

14 **The Development of Stardock's New Star Control Game**

15 29. In or about 2013, shortly after its acquisition of the Atari Star Control Assets,  
16 Stardock decided to create a new game under the STAR CONTROL Mark titled *Star Control:*  
17 *Origins* ("**Stardock's New Star Control Game**"), as a successor to the Classic Star Control  
18 Games, and in or about July 2013, Stardock offered Reiche and Ford the right of first refusal to  
19 collaborate in the development of Stardock's New Star Control Game.  
20

21 30. On July 23, 2013, in an email to Stardock, Reiche and Ford acknowledged  
22 Stardock owns the STAR CONTROL Mark.

23 31. On or about September 16, 2013, Reiche and Ford refused Stardock's offer to  
24 collaborate in the development of its new game.

25 32. In response, on or about October 15, 2013, Stardock offered to transfer to Reiche  
26 and Ford Stardock's newly acquired rights to the Atari Star Control Assets and Classic Star  
27 Control Games from Atari including, among other rights, all publishing rights for the Class Star  
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1 Control Games, all code and assets for Star Control III, and the rights to the STAR CONTROL  
2 Mark, for the price Stardock paid to acquire the rights, to which Reiche and Ford declined.

3 33. On or about October 25, 2013, Stardock further advised Reiche and Ford that it  
4 was preparing to substantially invest in the development of Stardock's New Star Control Game,  
5 and offered Reiche and Ford another opportunity to purchase the Atari Star Control Assets. See  
6 communications between the Parties attached hereto and incorporated herein by reference as  
7 Exhibit E

8  
9 34. On or about October 29, 2013, Reiche and Ford, again, refused Stardock's offer to  
10 purchase the Atari Star Control Assets at the same cost Stardock paid to acquire the rights from  
11 Atari and to otherwise be involved in the development of Stardock's New Star Control Game.  
12 See Exhibit E.

13  
14 35. Throughout 2014 and the beginning of 2015, Stardock wrote to Reiche and Ford  
15 with updates on the creation of Stardock's New Star Control Game and then on or about  
16 September 24, 2015, Stardock reached back out to Reiche and Ford to provide further updates on  
17 the progress of Stardock's New Star Control Game, advising that the game was in full production.

18  
19 36. On or about October 18, 2016, Stardock publicly announced its expected release of  
20 Stardock's New Star Control Game on its website. See a copy of Stardock's press release  
21 attached hereto and incorporated herein by reference as Exhibit F.

22  
23 37. On or about July 28, 2017, Stardock, again, contacted Reiche and Ford providing a  
24 status report on the release of Stardock's New Star Control Game, updates with respect to certain  
25 features of the game and in light of the 25<sup>th</sup> anniversary of Star Control II, requested to interview  
26 Reiche and Ford about their involvement with Star Control II.

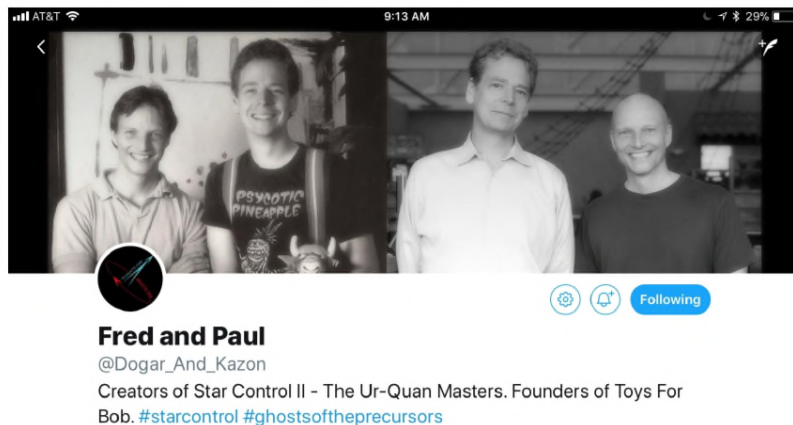
27  
28 38. On or about August 1, 2017, Reiche and Ford replied to Stardock's request for an  
interview by declining the opportunity.





1 such valuable fame, reputation and goodwill associated with the STAR CONTROL Mark. since  
 2 their announcement, Reiche and Ford have, without the authorization of Stardock, used the STAR  
 3 CONTROL Mark to market, advertise and promote the Ghosts of Precursors Game as a “direct  
 4 sequel” to Star Control II, thereby using Stardock’s STAR CONTROL Mark in the advertising and  
 5 promotion of the Ghosts of Precursors Game. A small sample of such false marketing claims by  
 6 Reiche and Ford are attached hereto and incorporated herein by reference as Exhibit I. See also  
 7 Exhibit H.

9 46. Reiche and Ford have, without the authorization of Stardock, also used the STAR  
 10 CONTROL Mark within the hashtag “#starcontrol” in connection with its marketing, advertising  
 11 and promotion of the Ghosts of Precursors Game. An example of Reiche and Ford using the  
 12 #starcontrol hashtag is attached hereto and incorporated by reference as Exhibit J and depicted  
 13 below.  
 14



23 47. Reiche and Ford have, without the authorization of Stardock, also used cover art  
 24 from the Classic Star Control Games, which is owned by Stardock pursuant to the Asset Purchase  
 25 Agreement, that prominently displays the STAR CONTROL Mark, in the advertising and  
 26 promotion of the Ghosts of Precursors Game. An example of Reiche and Ford using the cover art  
 27 is attached hereto and incorporated by reference as Exhibit K and depicted in Exhibit H and below.  
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48. Reiche and Ford have over the course of time and up to now have repeatedly held themselves out as the “creators” of Star Control I and Star Control II, especially in their marketing, advertising and promotion of the Ghosts of Precursors Game. Examples of Reiche and Ford referring to themselves as the “creators of Star Control” are attached hereto and incorporated herein by reference as Exhibit L and depicted below.



CREATORS OF STAR CONTROL® II

UPDATES FROM FRED FORD AND PAUL REICHE III

**Fred and Paul**  
 @Dogar\_And\_Kazon  
 Creators of Star Control® II - The Ur-Quan Masters. Founders of Toys For Bob.  
 #urquanmasters #ghostsoftheprecursors  
 Novato, CA  
 dogarandkazon.squarespace.com  
 Joined October 2017

49. However, Reiche or Ford’s advertising that they are the “Creators of Star Control” is false. As Reiche and Ford know, it was Accolade, not them that created Star Control I and Star Control II. Upon information and belief, any authorship that Reiche and Ford may have contributed to the Classic Star Control Games was limited, and it was instead a team of many other authors, including numerous artists, animators, musicians, designers and writers, among others, that collaborated together to develop creatives used in Star Control I and II.

1           50.     Upon information and belief, and contrary to the common public understanding and  
2 what they have portrayed to the public, Reiche and Ford may not have created *any* of the artwork,  
3 animation or characters incorporated in the games, or otherwise substantially contributed to the  
4 authorship of Star Control I and Star Control II.

5  
6           51.     Reiche and Ford’s advertising themselves as being the “creators” of the Classic Star  
7 Control Games is false and misleading, and has been made in an attempt to dishonestly benefit  
8 from the goodwill and reputation associated with the STAR CONTROL Mark to which they have  
9 never had rights.

10           52.     Additionally, on or about October 22, 2017, Stardock became aware that Reiche and  
11 Ford were, without Stardock’s permission, marketing, advertising, promoting, selling, offering for  
12 sale, distributing, supplying and/or causing or contributing to the sale and/or distribution of the  
13 Classic Star Control Games on GOG, pursuant to an agreement with GOG, in connection with the  
14 STAR CONTROL Mark and in violation of the Star Control Copyrights. See a recent posting on  
15 Reiche and Ford’s website attached hereto and incorporated herein by reference as Exhibit M.

16  
17           53.     Accordingly, on or about November 9, 2017, Stardock requested that Reiche and  
18 Ford immediately cease all sales of the Classic Star Control Games on GOG, thereby, putting  
19 Reiche and Ford on notice of their infringement of the STAR CONTROL Mark and the Star Control  
20 Copyrights.

21  
22           54.     Even as recent as December 4, 2017, after being put on notice of their  
23 infringement of the Star Control Mark through the unauthorized sale of the Classic Star Control  
24 Games on GOG, and in further blatant disregard of Stardock’s registered rights in the STAR  
25 CONTROL Mark, Reiche and Ford indicated to the public that they intend to continue to violate  
26 Stardock’s rights in and to the STAR CONTROL Mark by offering one or more of the Classic  
27 Star Control Games for free in the near future. See Exhibit M.

1           55.     Reiche and Ford's actions in these and other respects have created actual and  
2 substantial confusion, mistake and/or deception among consumers in the marketplace with respect  
3 to the source or origin of the Ghosts of Precursors Game and Stardock's New Star Control Game  
4 and have caused consumers and will continue to cause consumers to erroneously believe that the  
5 Ghosts of Precursors Game is associated with the goodwill and reputation of the Classic Star  
6 Control Games and the STAR CONTROL Mark and brand, as exemplified from the consumer post  
7 within Exhibit N hereto and incorporated herein by reference.  
8

9           56.     Reiche and Ford have intentionally and deliberately tried to delegitimize Stardock's  
10 New Star Control Game using, at the very least, Stardock's STAR CONTROL Mark without  
11 Stardock's permission, and have jeopardized the success of Stardock's New Star Control Game,  
12 thereby creating substantial and irreparable harm to Stardock given the significant financial  
13 resources that Stardock has invested in Stardock's New Star Control Game.  
14

15           57.     Reiche and Ford's actions as well as their false and misleading misrepresentations  
16 to consumers and the media have generated negative press and negative consumer reaction that has  
17 created substantial and irreparable harm to Stardock, its reputation, and the financial success of its  
18 Stardock's New Star Control Game.  
19

20           58.     By the same means, Reiche and Ford have also created conditions in the marketplace  
21 by which Reiche and Ford stand to profit from having passed off on the goodwill and reputation  
22 associated with the STAR CONTROL Mark and the Classic Star Control Games, and from having  
23 publicly made such false and misleading statements.  
24

25           59.     Reiche and Ford have long been aware of Stardock and its ownership in and to the  
26 STAR CONTROL Mark as evidenced by the years of communications between the Parties leading  
27 up to the release of both games.  
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60. Other than perhaps via the 1988 Agreement (which Reiche and Ford contend has been terminated); Reiche and Ford do not have any relationship, affiliation and/or connection with Stardock, nor have they received Stardock’s permission to use the STAR CONTROL Mark, or any other marks or source identifying indicia relating to the Classic Star Control Games owned by Stardock, in connection with any game or program whatsoever.

61. Upon information and belief, Reiche and Ford have taken the aforesaid actions with the intent to pass off on, and associate themselves with, the goodwill and reputation that is associated with Stardock’s STAR CONTROL Mark and to confuse actual and potential customers into believing that Reiche and Ford and the Ghosts of Precursors Game is affiliated with, endorsed by, or is otherwise associated with Stardock, the Classic Star Control Games and/or the STAR CONTROL Mark. See examples of consumer confusion attached hereto and incorporated by reference as Exhibit O.

62. Upon information and belief, Reiche and Ford are knowingly, intentionally, and willfully infringing upon the STAR CONTROL Mark.

63. Upon information and belief, Reiche and Ford have acted and continue to act with full knowledge of Stardock’s prior rights in and to the STAR CONTROL Mark.

64. Stardock has made numerous attempts to work with Reiche and Ford to resolve the issues discussed herein and come to a mutually beneficial agreement, yet Reiche and Ford have shown little willingness to cooperate with Stardock, which is exemplified by the fact that Reiche and Ford have made it clear that they intend to move forward with the production and release of a “direct sequel” to the Classic Star Control Games, namely, Star Control II, without the permission of Stardock.

**COUNT I**  
**Trademark Infringement**  
**(15 U.S.C. § 1114(1))**



1           65.     Stardock specifically incorporates and references the allegations asserted in each of  
2 the preceding paragraphs, as if fully set forth herein.

3           66.     Stardock is the owner of the STAR CONTROL Mark and the Star Control  
4 Trademark Registration pursuant to the Asset Purchase Agreement and has continuously used the  
5 STAR CONTROL Mark as a source identifier in connection with its products and services,  
6 particularly in connection with the Classic Star Control Games and Stardock's New Star Control  
7 Game, in interstate commerce within the United States and around the world.

8           67.     Without authorization or consent of Stardock, Reiche and Ford were, or are still  
9 currently, marketing, advertising, promoting, selling, offering for sale, distributing and/or  
10 supplying goods and/or services, such as, the Ghosts of Precursors Game and/or the Classic Star  
11 Control Games, to the general public and/or to retailers or resellers in the United States using the  
12 STAR CONTROL Mark and/or trademarks and designations that are confusingly similar to the  
13 STAR CONTROL Mark.

14           68.     Reiche and Ford's use of the STAR CONTROL Mark and/or similar designations  
15 thereto in connection with the marketing, advertising, promoting, selling, offering for sale,  
16 distributing and/or supplying goods and/or services, such as, the Ghosts of Precursors Game and/or  
17 the Classic Star Control Games, is likely to cause and has actually caused confusion, mistake, and  
18 deception among the general public as to the origin of such goods and/or services, or as to whether  
19 Reiche and Ford is sponsored by/affiliated with, or otherwise connected to Stardock in violation of  
20 15 U.S.C. § 1114(1).

21           69.     By using the STAR CONTROL Mark and/or confusingly similar marks or  
22 designations to the STAR CONTROL Mark and by marketing, advertising, promoting, selling,  
23 offering for sale, distributing and/or supplying goods and/or services, such as, the Ghosts of  
24 Precursors Game and/or the Classic Star Control Games, in connection with such marks, for profit  
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1 and without Stardock's authorization, Reiche and Ford are depriving Stardock of its exclusive right  
2 to control, and benefit from, the STAR CONTROL Mark. If permitted to continue, Reiche and  
3 Ford's actions will nullify Stardock's right to exclusive use of its the STAR CONTROL Mark, free  
4 from infringement, and will have a substantial and adverse effect on Stardock's existing and  
5 projected future interstate business of marketing products and services identified by the STAR  
6 CONTROL Mark.  
7

8 70. Stardock has been damaged by Reiche and Ford's activities and conduct and, unless  
9 their conduct is enjoined, Stardock's goodwill and reputation will continue to suffer irreparable  
10 injury that cannot adequately be calculated or compensated by money damages.

11 71. By using the STAR CONTROL Mark and/or confusingly similar designations, and  
12 marketing, advertising, promoting, selling, offering for sale, distributing and/or supplying goods  
13 and/or services, such as, the Ghosts of Precursors Game and/or the Classic Star Control Games, in  
14 connection with such marks, Reiche and Ford have intentionally and knowingly infringed  
15 Stardock's rights.  
16

17 72. Reiche and Ford's trademark infringement actions entitle Stardock to damages in an  
18 amount to be determined at trial, as well as exemplary damages and attorneys' fees and costs.  
19

20 **COUNT II**  
21 **Counterfeiting**  
22 **(15 U.S.C. § 1116(d))**

23 73. Stardock specifically incorporates and references the allegations asserted in each of  
24 the preceding paragraphs, as if fully set forth herein.

25 74. As set forth herein, Reiche and Ford were, or are still currently, using marks that are  
26 substantially indistinguishable from the STAR CONTROL Mark, which is set forth in the Star  
27 Control Trademark Registration, in connection with the marketing, advertising, promoting, selling,  
28



1 offering for sale, distributing and/or supplying goods and/or services, such as, the Ghosts of  
2 Precursors Game and/or the Classic Star Control Games.

3 75. Specifically, Reiche and Ford were, or are still currently, using counterfeit  
4 reproductions of the Star Control Trademark Registration directly on or in connection with the  
5 Ghosts of Precursors Game and/or the Classic Star Control Games, including but without limitation,  
6 in connection with the sale of the Classic Star Control Games by Reiche and Ford on GOG.  
7

8 76. Reiche and Ford were, or are still currently, using the Star Control Trademark  
9 Registration, without authorization, in connection with the Ghosts of Precursors Game and/or the  
10 Classic Star Control Games, which are the same or substantially the same goods and/or services to  
11 which the Star Control Trademark Registration are directed, in order to cause the ordinary  
12 consumer to be unable to distinguish between Star Control Trademark Registration and Reiche and  
13 Ford's counterfeit reproductions of the same.  
14

15 77. Reiche and Ford's use of the Star Control Trademark Registration without  
16 authorization and in connection with the advertising, offering for sale and/or sale of the Ghosts of  
17 Precursors Game and/or the Classic Star Control Games is damaging the reputation and good will  
18 associated with Stardock and Star Control Trademark Registration.

19 78. Unless Reiche and Ford's conduct is enjoined from its use of the Star Control  
20 Trademark Registration, Stardock will continue to suffer irreparable injury that cannot be  
21 adequately calculated or compensated by money damages.  
22

23 79. Reiche and Ford's counterfeiting actions entitle Stardock to statutory damages  
24 pursuant to 15 U.S.C. § 1117(c) and its reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a).  
25

26 **COUNT III**  
27 **Unfair Competition and False Designation of Origin**  
28 **(15 U.S.C. § 1125(a))**

1           80.     Stardock specifically incorporates and references the allegations asserted in each of  
2 the preceding paragraphs, as if fully set forth herein.

3           81.     Reiche and Ford have used and/or continue to use marks, designations and images  
4 that are likely to cause confusion, mistake, and deception among the general public as to the origin  
5 of the goods and services, or as to whether Reiche and Ford are sponsored by, affiliated with, or  
6 otherwise connected with Stardock in violation of 15 U.S.C. § 1125(a).

7           82.     Stardock has been damaged by Reiche and Ford’s activities and conduct and, unless  
8 its conduct is enjoined, Stardock’s reputation and goodwill will continue to suffer irreparable injury  
9 that cannot be adequately calculated or compensated by money damages.

10           83.     By using the STAR CONTROL Mark and/or confusingly similar marks or  
11 designations to the STAR CONTROL Mark, and by marketing, advertising, promoting, selling,  
12 offering for sale, distributing and/or supplying goods and/or services, such as, the Ghosts of  
13 Precursors Game and/or the Classic Star Control Games in connection with such marks, Reiche  
14 and Ford have intentionally and knowingly infringed Stardock’s rights.

15           84.     Reiche and Ford’s unlawful actions entitle Stardock to damages in an amount to be  
16 determined at trial, as well as exemplary damages and attorneys’ fees and costs.

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19                                   **COUNT IV**  
20                                   **Trademark Dilution**  
21                                   **(15 U.S.C. § 1125(c))**

22           85.     Stardock specifically incorporates and references the allegations asserted in each of  
23 the preceding paragraphs, as if fully set forth herein.

24           86.     As stated herein, the STAR CONTROL Mark is distinctive, within the meaning of  
25 15 U.S.C. § 1125(c)(1).

26           87.     Through extensive use, sales, advertising, promotion, and continuity, the STAR  
27 CONTROL Mark has become famous within the meaning of 15 U.S.C. § 1125(c)(1).  
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101. Stardock has been seriously and irreparably damaged by Reiche and Ford’s continued use of the STAR CONTROL Mark and/or other similar designations.

102. Stardock possesses no adequate remedy at law to address the damage caused by Reiche and Ford’s continued use of one or more of the STAR CONTROL Mark or other similar designations.

103. Reiche and Ford’s unlawful actions entitle Stardock to compensatory and other applicable damages in an amount to be proven at trial.

**PRAYER FOR RELIEF**

**WHEREFORE**, Stardock respectfully requests that this Court:

- i. Preliminarily and permanently enjoin Reiche and Ford, and all persons acting in concert with them, or purporting to act on their behalf or in active concert or in participation with them, from using Stardock’s trademarks and any confusingly similar designations and require Reiche and Ford and the participating persons to discontinue their current infringing practices.
- ii. Enter judgment in favor of Stardock on the counts asserted herein and award Stardock all monetary damages caused by the acts forming the basis of this Complaint, including, without limitation, Reiche and Fords’ profits and Stardock’s actual and other damages as alleged above.
- iii. Award of treble damages to Stardock pursuant to 15 U.S.C. § 1117(b) due to Reiche and Fords’ willful, knowing, and intentional infringement of Stardock’s trademarks.
- iv. Award of statutory damages to Stardock pursuant to 15 U.S.C. § 1117(c) due to Reiche and Fords’ counterfeiting of Stardock trademarks.

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- v. Award of statutory damages to Stardock pursuant to 17 U.S.C. § 504(c) due to Reiche and Ford’s willful, knowing, and intentional infringement of Stardock’s registered copyright.
- vi. Award all damages suffered by Stardock pursuant to California common law.
- vii. Order Reiche and Ford to pay Stardock the cost of this action and Stardock’s reasonable attorneys’ fees pursuant to 15 U.S.C. § 1117(a) and any other applicable statutes.
- viii. Award Stardock such further relief as it deems just, proper and equitable.

**JURY DEMAND**

Stardock hereby demands a trial by jury on all issues so triable, pursuant to Federal Rules of Civil Procedure 38.

Dated: December 8, 2017

Respectfully submitted,

**NIXON PEABODY LLP**

By:           /s/ Robert A. Weikert          

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