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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

WM. WRIGLEY JR. COMPANY, a  
Delaware corporation; and MARS,  
INCORPORATED, a Delaware  
corporation,

Plaintiffs,

v.

ROBERTO CONDE d/b/a  
2020EDIBLEZ, an individual; JOEL  
LEDESMA d/b/a INLAND EMPIRE  
420 SUPPLY, an individual; JESSICA  
MOHR, an individual; STEPHEN  
MATA d/b/a OC 420 COLLECTION,  
an individual; YAUHENIYA LIS d/b/a  
GASBUDS, an individual; EDWARD  
AWAD d/b/a CANNABIS 420  
SUPPLY, an individual; GREEN RUSH  
EXTRACTS LLC, a California limited  
liability company; MARCO BURGOS  
d/b/a 2020EDIBLEZ, an individual; and  
DOES 4 through 10,

Defendants.

Case No.: 5:21-cv-00777 JWH  
(SHKx)

**FINAL JUDGMENT BY  
CONSENT UNDER RULE 54(b)  
INCLUDING PERMANENT  
INJUNCTIVE RELIEF AS TO  
DEFENDANT MARCOS BURGOS**

1 This matter having come before the Court for the entry of Final Judgment by  
2 Consent Under Rule 54(b) Including Permanent Injunctive Relief as to Defendant  
3 Marcos Burgos (“Burgos”)<sup>1</sup>, with the consent of plaintiffs Wm. Wrigley Jr.  
4 Company (“Wrigley”) and Mars, Incorporated (“Mars,” and, together with Wrigley,  
5 “Plaintiffs”) and Burgos (Plaintiffs and Burgos are collectively referred to herein as  
6 the “Parties,” and each individually as a “Party”), in accordance with Rule 54(b) of  
7 the Federal Rules of Civil Procedure, it is **ORDERED, ADJUDGED, and**  
8 **DECREED** as follows:

9 1. Burgos has been properly served and consents to the Court exercising  
10 personal jurisdiction over him. Burgos waives all defenses of lack of jurisdiction  
11 over his person, improper venue, insufficiency of process, and insufficiency of  
12 service of process.

13 2. This Court has subject matter jurisdiction over this action.

14 3. The Parties agree to submit to the jurisdiction of this Court to enforce  
15 the provisions of this Final Judgment by Consent Under Rule 54(b) Including  
16 Permanent Injunctive Relief as to Defendant Marcos Burgos (the “Final Judgment  
17 by Consent”) worldwide.

18 4. Plaintiff Wrigley is a Delaware corporation with its principal place of  
19 business at 1132 West Blackhawk Street, Chicago, Illinois 60642.

20 5. Plaintiff Mars is a Delaware corporation with its principal place of  
21 business at 6885 Elm Street, McLean, Virginia 22101.

22 6. Defendant Burgos is an individual residing in Riverside County,  
23 California.

24 7. Wrigley is a recognized global leader in confections and, together with  
25 its affiliates, offers a wide range of product offerings including gum, mints, and  
26 candies. Wrigley markets products under dozens of well-known, distinctive, and  
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28 <sup>1</sup> Defendant Marcos Burgos was erroneously named as Marco Burgos in Plaintiffs’ First Amended Complaint [Dkt. No. 76].

1 famous brands, including SKITTLES®, STARBURST®, LIFE SAVERS®,  
2 DOUBLEMINT®, and JUICY FRUIT®, to name a few.

3 8. Wrigley and its predecessors have long marketed candy and related  
4 products under the famous SKITTLES® mark and trade dress, which features,  
5 among other things, the word mark SKITTLES® in white block lettering, distinctive  
6 rainbow designs, distinctive candy-coated lentils with an “S” imprinted thereon, and  
7 a cascade design of these candy lentils (hereinafter referred to as the “Skittles Trade  
8 Dress”), examples of which are shown below:





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9. For 50 years, Wrigley and its predecessors-in-interest have continuously used the SKITTLES® mark to advertise, promote, and sell candy throughout the United States.

10. Wrigley has earned billions of dollars in revenues from the sale of SKITTLES® candy in the United States. Many millions of people throughout the country have purchased or consumed SKITTLES® candy. In fact, SKITTLES® candy has been the best-selling non-chocolate candy in the United States for years.

11. Wrigley has invested many millions of dollars to promote SKITTLES® candy. Wrigley’s advertisements and commercials for SKITTLES® have been seen by many millions of people nationwide. Wrigley advertises SKITTLES® candy during the Super Bowl and other highly watched events.

12. Based on the wide-spread and long-standing use and recognition of the SKITTLES® brand, Wrigley enjoys extensive trademark rights in the SKITTLES® mark and the Skittles Trade Dress.

13. Wrigley owns numerous federal registrations for its SKITTLES® mark and the Skittles Trade Dress, including, but not limited to, U.S. Reg. Nos. 1,221,105; 2,535,714; 4,377,303; and 4,983,664 (such federal registrations, collectively with the common law trademark rights in the SKITTLES® mark and Skittles Trade Dress, are hereinafter referred to as the “SKITTLES® Mark and Trade Dress”).

1 14. Similarly, Wrigley and its predecessors have long marketed candy and  
2 related products under the famous STARBURST® mark and trade dress, which  
3 features, among other things, the word mark STARBURST® in stylized lettering  
4 and distinctive wrappers with an “S” imprinted thereon (hereinafter referred to as  
5 the “Starburst Trade Dress”), examples of which are shown below:



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20 15. For 50 years, Wrigley and its predecessors-in-interest have  
21 continuously used the STARBURST® mark to advertise, promote, and sell candy  
22 throughout the United States.

23 16. Wrigley has earned billions of dollars in revenue from the sale of  
24 STARBURST® candy in the United States. Many millions of people throughout  
25 the country have purchased or consumed STARBURST® candy.

26 17. Wrigley has invested many millions of dollars to promote  
27 STARBURST® candy. Wrigley’s advertisements and commercials for  
28 STARBURST® have been seen by many millions of people nationwide.



1 18. Based on the wide-spread and long-standing use and recognition of the  
2 STARBURST® brand, Wrigley enjoys extensive trademark rights in the  
3 STARBURST® mark and the Starburst Trade Dress.

4 19. Wrigley owns numerous federal registrations for its STARBURST®  
5 mark and trade dress, including, but not limited to, U.S. Reg. Nos. 1,000,007;  
6 1,545,544; 4,179,436; 4,268,392; and 4,625,960 (such federal registrations,  
7 collectively with the common law trademark rights in the STARBURST® mark and  
8 Starburst Trade Dress, are hereinafter referred to as the “STARBURST® Mark and  
9 Trade Dress”).

10 20. Additionally, Wrigley and its predecessors have long marketed candy  
11 and related products under the famous LIFE SAVERS® mark and trade dress,  
12 which features, among other things, the word mark LIFE SAVERS® in stylized  
13 lettering and distinctive circular candies with “LIFE SAVERS” imprinted thereon  
14 (hereinafter referred to as the “Life Savers Trade Dress”). An example of LIFE  
15 SAVERS® packaging is shown below:



1           21. For 50 years, Wrigley and its predecessors-in-interest have  
2 continuously used the LIFE SAVERS® mark to advertise, promote, and sell candy  
3 throughout the United States.

4           22. Wrigley has earned billions of dollars in revenue from the sale of LIFE  
5 SAVERS® candy in the United States. Many millions of people throughout the  
6 country have purchased or consumed LIFE SAVERS® candy.

7           23. Wrigley has invested many millions of dollars to promote LIFE  
8 SAVERS® candy. Wrigley’s advertisements and commercials for LIFE SAVERS®  
9 have been seen by many millions of people nationwide.

10           24. Based on the wide-spread and long-standing use and recognition of the  
11 LIFE SAVERS® brand, Wrigley enjoys extensive trademark rights in the LIFE  
12 SAVERS® mark and the Life Savers Trade Dress.

13           25. Wrigley owns numerous federal registrations for its LIFE SAVERS®  
14 mark and trade dress, including, but not limited to, U.S. Reg. Nos. 115,895;  
15 236,694; 1,130,067; 2,358,709; 4,214,036; and 4,769,489 (such federal registrations  
16 collectively with the common law trademark rights in the LIFE SAVERS® mark  
17 and Life Savers Trade Dress, are hereinafter referred to as the “LIFE SAVERS®  
18 Mark and Trade Dress”).

19           26. Mars is a recognized global leader in chocolates, confections, and other  
20 food products. Mars offers a wide range of product offerings, including chocolate  
21 bars, under dozens of well-known, distinctive, and famous brands, including  
22 SNICKERS®, 3 MUSKETEERS®, MILKY WAY®, M&M’S®, and TWIX®, to  
23 name a few.

24           27. Mars has long marketed candy and related products under the famous  
25 SNICKERS® mark and trade dress, which features, among other things, the word  
26 mark SNICKERS® in blue block lettering in a parallelogram outlined in red  
27 (hereinafter referred to as the “Snickers Trade Dress”), examples of which are  
28 shown below:

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28. For almost 100 years, Mars has continuously used the SNICKERS® mark to advertise, promote, and sell chocolate bars throughout the United States.

29. Mars has earned billions of dollars in revenues from the sale of SNICKERS® candy and other SNICKERS® branded products in the United States. Many millions of people throughout the country have purchased or consumed SNICKERS® candy and other SNICKERS® branded products. In fact, the



1 SNICKERS® chocolate bar has been one of the best-selling chocolate bars in the  
2 United States for years.

3 30. Mars has invested many millions of dollars to promote SNICKERS®  
4 candy. Mars’ advertisements and commercials for SNICKERS® have been seen by  
5 many millions of people nationwide. Mars has advertised SNICKERS® candy  
6 during the Super Bowl and other highly watched events.

7 31. Based on the wide-spread and long-standing use and recognition of the  
8 SNICKERS® brand, Mars enjoys extensive trademark rights in the SNICKERS®  
9 mark and the Snickers Trade Dress.

10 32. Mars owns numerous federal registrations for its SNICKERS® mark,  
11 parallelogram design, and chocolate bar design, including, but not limited to, U.S.  
12 Reg. Nos. 239,311; 1,270,149; 1,563,583; 1,593,286; 2,061,849; 2,082,946;  
13 2,104,555; 2,911,432; 3,063,755; 3,120,788; 5,047,574; 6,465,002; and 6,480,397  
14 (such federal registrations, collectively with the common law trademark rights in the  
15 SNICKERS® mark and Snickers Trade Dress, are hereinafter referred to as the  
16 “SNICKERS® Mark and Trade Dress”).

17 33. Similarly, Mars has long marketed candy and related products under  
18 the famous 3 MUSKETEERS® mark and trade dress, which features, among other  
19 things, the word mark 3 MUSKETEERS® in stylized red lettering outlined in blue  
20 and the number 3 inside a blue shield design (hereinafter referred to as the “3  
21 Musketeers Trade Dress”), an example of which is shown below:



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1           34. For 90 years, Mars has continuously used the 3 MUSKETEERS® mark  
2 to advertise, promote, and sell chocolate bars throughout the United States.

3           35. Mars has earned millions of dollars in revenues from the sale of 3  
4 MUSKETEERS® candy in the United States. Many millions of people throughout  
5 the country have purchased or consumed 3 MUSKETEERS® chocolate products.  
6 In fact, the 3 MUSKETEERS® chocolate bar has been a popular chocolate bar in  
7 the United States for years.

8           36. Mars has invested many millions of dollars to promote 3  
9 MUSKETEERS® candy. Mars' advertisements and commercials for 3  
10 MUSKETEERS® have been seen by many millions of people nationwide.

11           37. Based on the wide-spread and long-standing use and recognition of the  
12 3 MUSKETEERS® brand, Mars enjoys extensive trademark rights in the 3  
13 MUSKETEERS® mark and the 3 Musketeers Trade Dress.

14           38. Mars owns federal registrations for its 3 MUSKETEERS® mark and  
15 the 3-shield design, including, but not limited to, U.S. Reg. Nos. 1,272,036;  
16 1,683,918; 2,675,569; 3,338,622; and 5,596,164 (such federal registrations,  
17 collectively with the common law trademark rights in the 3 MUSKETEERS® mark  
18 and 3 Musketeers Trade Dress, are hereinafter referred to as the “3  
19 MUSKETEERS® Mark and Trade Dress”).

20           39. Each of the above-referenced trademark registrations are valid,  
21 subsisting, and in full force under 15 U.S.C. § 1065, and, together with Plaintiffs'  
22 extensive common law rights, make the SKITTLES® Mark and Trade Dress,  
23 STARBURST® Mark and Trade Dress, and LIFE SAVERS® Mark and Trade  
24 Dress (collectively, the “Wrigley Trademarks”), and the SNICKERS® Mark and  
25 Trade Dress and 3 MUSKETEERS® Mark and Trade Dress (collectively, the “Mars  
26 Trademarks” and, together with the Wrigley Trademarks, the “Subject  
27 Trademarks”) valuable assets owned by Plaintiffs.  
28

1           40.    Burgos helped engage in the marketing and offering for sale of edible  
2 cannabis candy products.

3           41.    Burgos promoted third parties which used the Subject Trademarks,  
4 without authorization or license, in the marketing of his products.

5           42.    Specifically, Burgos has helped engage in the marketing of products  
6 online via the 2020ediblez website, located at <https://www.2020ediblez.com/>, which  
7 violated Plaintiffs’ rights in the Subject Trademarks. Those products include:  
8 (1) “Skittles 500mg” (sold in four flavors: “Green,” “Yellow,” “Blue,” and  
9 “Purple”); (2) “Sour candy coated chews 500mg”; (3) “Candy coated fruit chews  
10 Medicated 10 pack”; (4) “Cannaburst 500mg Starburst Gummies Edibles” (sold in  
11 three flavors: “Sours,” “Berry,” and “Tropical”); (5) “Starbuds Gummies” (sold in  
12 two flavors: “Sour Berry” and “Original”); (6) “Lifesavers Medicated Gummies  
13 600mg”; (7) “Berry ring medicated gummies 600mg”; (8) “Life Savers CBD  
14 Gummies 200mg”; (9) “Berry Ring cbd gummies 200mg”; (10) “1000mg THC wax  
15 bar w peanuts and caramel (10-Pack)”; (11) “3 Marijuanas chocolate bar 100mg  
16 (10-Pack)”; and (12) “1000mg chocolate candy – Medicated edibles (SINGLE  
17 BAR).” These products, collectively referred to as the “2020ediblez Infringing  
18 Products,” are pictured below as they appear or appeared on 2020ediblez’s website:  
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Skittles 500mg (Flavors: Green)

Cashapp ONLY - NO PAYPAL  
Free w/your order Monthly Raffles!  
YOUTUBE US! Cashappstore Edibles #cashappstore psilocybin medibles medicated gummies medicated nerds ropes gasheads online

2020ediblez HOME ABOUT US CONTACT US SHOP CANNABIS COMMUNITY VIDEOS MORE

All Products

**Skittles 500mg**

~~\$10.00~~ \$7.50  
You save \$2.50 (25%)

★★★★☆ 2 Reviews

FLAVORS  
Green

Quantity  
1

ADD TO CART

Medicated 500mg Skittles. Taste the Rainbow!  
Variety of flavors available. #skittles

Powered by

2020ediblez - Online, Edible, X

https://2020ediblez.com/shop/ols/products/edibles-mixed-variety-bulk-dbi-mxd-vrt-blk1/v/5KT-500-GRN

Getting Started

Cashapp ONLY-NO PAYPAL  
Free w/ order Monthly Raffles!  
YouTube US! PayPal

2020ediblez HOME ABOUT US CONTACT US SHOP CONTACTLESS SHIPPING CANNABIS COMMUNITY VIDEOS EXCLUSIVE VIP CONT

All Products

**Sour candy coated chews 500mg**

~~\$10.00~~ \$7.50  
You save \$2.50 (25%)

★★★★☆ 2 Reviews

FLAVORS  
-- Select --

Quantity  
1

ADD TO CART

Medicated 500mg. Taste the Difference! Variety of flavors



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Candy coated fruit chews Medicated 10 pack

~~\$150.00~~ \$71.25  
You save \$78.75 (53%)

☆☆☆☆ Write a review

Quantity:

**ADD TO CART**

Candy coated fruit chews Medicated 10 pack these are the original back in the day ones! Medicated in THC Delta 9, then frosted in THC Sugar! #zkittlez

Powered by

Cannaburst 500 mg Starburst Gummies Edibles

~~\$30.00~~ \$9.50  
You save \$20.50 (68%)

★★★★★ 1 Review

FLAVORS: -- Select --

Quantity:

**ADD TO CART**

Cannaburst 500 mg Starburst Gummies edibles amazing flavors distillate and THC sugar. Watch the video.

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Starbuds gummies

2020ediblez.com/shop/ols/products/starbuds-gummies

Cashapp ONLY - NO PAYPAL  
Free w/your order Monthly Raffles!

YOUTUBE US! Cashappstore Edibles #cashappstore psilocybin medibles medicaded gummies medicaded nerds ropes gasheads online

2020ediblez HOME ABOUT US CONTACT US SHOP CANNABIS COMMUNITY VIDEOS MORE

All Products

**Starbuds gummies**

~~\$30.00~~ \$10.00  
You save \$20.00 (67%)

★★★★★ 1 Review

FLAVORS  
-- Select --

Quantity  
1

ADD TO CART

Try the amazing starbuds gummies amazing exotic flavors just for you. Infused with distillate and sour THC sugar and Dr glaze's secret Special Sauce. you can try the competitors gummies and our gummies and you will definitely be back. #starburst #starbuds #casino

Lifesavers medicated gummies

2020ediblez.com/shop/ols/products/lifesavers-medicaded-gummies-600mg

Cashapp ONLY - NO PAYPAL  
Free w/your order Monthly Raffles!

YOUTUBE US! Cashappstore Edibles #cashappstore psilocybin medibles medicaded gummies medicaded nerds ropes gasheads online

2020ediblez HOME ABOUT US CONTACT US SHOP CANNABIS COMMUNITY VIDEOS MORE

All Products

**Lifesavers medicated gummies 600mg**

~~\$39.99~~ \$19.99  
You save \$20.00 (50%)

☆☆☆☆☆ Write a review

Quantity  
1

ADD TO CART

Life savers Medicaded Gummies 600mg Δ9 The Life Savers Flavors Gummies candy has the perfect assortment of fruity, gummy goodness: BERRY FLAVORS. Gummy candies that are a hole lot of fun. Great for lunches, snacks, or to share with friends. The classic American O.G CANDY NOW FOR ADULTS ONLY 21+, originally designed to resemble a life preserver. FREE STICKER WITH ALL ORDERS! THANK YOU!

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Getting Started

Cashapp ONLY-NO PAYPAL  
Free w/ order Monthly Raffles!  
YouTube Us! PayPal

2020ediblez HOME ABOUT US CONTACT US SHOP CONTACTLESS SHIPPING CANNABIS COMMUNITY VIDEOS EXCI

All Products

**Berry ring medicated gummies 600mg**

~~\$39.99~~ \$19.99  
You save \$20.00 (50%)

★★★★★ Write a review

Quantity  
1

ADD TO CART

Ring gummies, medicated with 600mg Δ9 Thc in berry flavors, this hero candy has the perfect assortment of fruity, gummy goodness. Gummy candies that are a hole lot of fun. Great for lunches, snacks, or to share with friends. The classic American O.G CANDY NOW FOR ADULTS ONLY 21+, originally designed to resemble a life preserver. FREE STICKER WITH ALL ORDERS! THANK YOU!!

Life savers cbd gummies 200mg

2020ediblez.com/shop/ols/products/life-savers-cbd-gummies-200mg

Cashapp ONLY - NO PAYPAL  
Free w/your order Monthly Raffles!  
YOUTUBE US! Cashappstore Edibles #cashappstore psilocybin medibles medicated gummies medicated nerds ropes gasheads online

2020ediblez HOME ABOUT US CONTACT US SHOP CANNABIS COMMUNITY VIDEOS MORE | Q

All Products

**Life savers cbd gummies 200mg**

~~\$39.99~~ \$14.99  
You save \$25.00 (63%)

☆☆☆☆ Write a review

Quantity  
1

ADD TO CART

Cbd isolate life savers gummies 200mg CBD is known to heal anxiety epilepsy cancer and many numerous diseases.

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2020ediblez

HOME ABOUT US CONTACT US SHOP CONTACTLESS SHIPPING CANNABIS COMMUNITY VIDEOS EXCLUSIVE

All Products

**Berry Ring cbd gummies 200mg**

~~\$39.99~~ **\$14.99**  
You save \$25.00 (63%)

☆☆☆☆ Write a review

Quantity: 1

**ADD TO CART**

**Candy Warehouse**

Cbd isolate hero berry ring gummies 200mg CBD is known to heal anxiety epilepsy cancer and many numerous diseases.

Powered by

2020ediblez - Online, Edibles, St...

2020ediblez.com/shop/ols/products/1000mg-thc-wax-bar-w-peanuts-and-caramel-10-pack

2020ediblez

HOME ABOUT US CONTACT US SHOP CONTACTLESS SHIPPING CANNABIS COMMUNITY VIDI

All Products

**1000mg THC wax bar w peanuts and caramel (10 Pack)**

~~\$500.00~~ **\$199.99**  
You save \$300.01 (60%)

☆☆☆☆ Write a review

Quantity: 1

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3 marijuanas chocolate bar 1000mg

2020ediblez.com/shop/ols/products/3-marijuanas-boxed-chocolate-bar-1000mg-10-pack

Cashapp ONLY-NO PAYPAL  
Free w/ order Monthly Raffles!  
YouTube Us! PayPal

**2020ediblez** HOME ABOUT US CONTACT US SHOP CONTACTLESS SHIPPING OUR REVIEWS GO LIKE THIS MORE

All Products



**3 marijuanas chocolate bar 1000mg (10-pack)**

~~\$499.99~~ \$179.99  
You save \$320.00 (64%)

☆☆☆☆☆ Write a review

Quantity

**ADD TO CART**


3 marijuanas boxed chocolate bar 1000mg (10-Pack)  
Donate for 9, get 10! Delta 9 Distillate frosted THC Sugar. Amazing chocolate bar very strong use with caution. 2-3 Serving per Bar Verified Members Only! Most Dispensaries cannot have over 100mg edibles. If you never had a edible hit you before they these! Guaranteed Smackers! Quarantine with these! Use them for emergency situations or trade them for goods. Great If you are in pain and cannot get medicine and hungry. Keep

1000mg chocolate candy - medicated

2020ediblez.com/shop/ols/products/1000mg-snickerdoodle-medicated-edible

**2020ediblez** HOME ABOUT US CONTACT US SHOP CONTACTLESS SHIPPING OUR REVIEWS GO LIKE THIS MORE

All Products



**1000mg chocolate candy - medicated edibles (SINGLE BAR)**

~~\$39.99~~ \$19.99  
You save \$20.00 (50%)

☆☆☆☆☆ Write a review

Flavor Available

Quantity

**ADD TO CART**

1000mg Delta 9 Distillate Cannabuttered frosted in The sugar! Whoa! This is a full size bar 2-3 serving item not a fun-size bar. Amazing Nougat top with melted peanuts caramel covered in cannabutter chocolate wrapped and they come in a box! Can't Display box sorry bulk is available for patients or Dispensaries. Also have square cups Reefers and 3Elonmuskbuddies too! #edibles

1           43. Burgos took such actions with full knowledge of, and in willful  
2 disregard of, Plaintiffs' intellectual property rights, and with the intent to take  
3 advantage of the good will that Plaintiffs have developed in the Subject Trademarks.

4           44. Burgos' complained-of acts above constitute the following:

5           a. Counterfeiting of the Subject Trademarks in violation of 15  
6 U.S.C. § 1114;

7           b. Infringement of the Subject Trademarks in violation of 15 U.S.C.  
8 §§ 1114 and 1125(a);

9           c. Dilution of the inherently distinctive and famous Subject  
10 Trademarks in violation of 15 U.S.C. § 1125(c);

11           d. Unfair competition and deceptive acts and practices in violation  
12 of 15 U.S.C. § 1125(a)(1)(A);

13           e. Unlawful, unfair, and/or fraudulent acts or business practices,  
14 including unfair, deceptive, untrue, and misleading advertising, in violation of  
15 California Business and Professions Code §§ 17200, *et seq.*;

16           f. Dilution of the inherently distinctive and famous Subject  
17 Trademarks in violation of California Business and Professions Code  
18 § 14247;

19           g. Unfair competition and deceptive acts and practices in violation  
20 of common law.

21           45. This is an exceptional case in accordance with 15 U.S.C. § 1117.

22           46. Burgos is permanently enjoined and restrained:

23           a. From directly or indirectly engaging in any further trademark  
24 counterfeiting, trademark infringement, trademark dilution, unfair  
25 competition, or deceptive business practices relating to the Subject  
26 Trademarks, including the SKITTLES® Mark and Trade Dress, the  
27 STARBURST® Mark and Trade Dress, the LIFE SAVERS® Mark and  
28 Trade Dress, the SNICKERS® Mark and Trade Dress, and the 3

1 MUSKETEERS® Mark and Trade Dress, or any other trademarks or trade  
2 dress owned by Plaintiffs;

3 b. From making, manufacturing, advertising, marketing, offering,  
4 selling, or distributing any products that feature, copy, imitate, simulate, or  
5 are confusingly similar to, or are likely to dilute the distinctive nature of, or  
6 tarnish the goodwill of, the Subject Trademarks, including the SKITTLES®  
7 Mark and Trade Dress, the STARBURST® Mark and Trade Dress, the LIFE  
8 SAVERS® Mark and Trade Dress, the SNICKERS® Mark and Trade Dress,  
9 and the 3 MUSKETEERS® Mark and Trade Dress, or any other trademarks  
10 or trade dress owned by Plaintiffs;

11 c. From representing by any means whatsoever, directly or  
12 indirectly, that any products sold or services rendered by Burgos are  
13 associated with, sponsored by, licensed by, and/or connected or affiliated with  
14 Plaintiffs, or from otherwise taking any action likely to cause confusion,  
15 mistake, or deception on the part of purchasers as to the origin or licensing of  
16 Burgos' products or services;

17 d. From otherwise competing unfairly with Plaintiffs in any manner  
18 or engaging in deceptive conduct;

19 e. From continuing to perform in any manner whatsoever any of the  
20 acts complained of in the First Amended Complaint as to Plaintiffs; and

21 f. From causing, engaging in, or permitting others to do any of the  
22 aforesaid acts.

23 47. Burgos shall immediately recall from all distribution channels any  
24 products, packaging, advertising, and promotional materials bearing or infringing on  
25 the Subject Trademarks, including the SKITTLES® Mark and Trade Dress,  
26 STARBURST® Mark and Trade Dress, LIFE SAVERS® Mark and Trade Dress,  
27 SNICKERS® Mark and Trade Dress, 3 MUSKETEERS® Mark and Trade Dress, or  
28 any other trademarks or trade dress owned by Plaintiffs.

1 48. Burgos shall immediately deliver to Plaintiffs’ counsel for destruction  
2 any products, packaging, advertising, and promotional materials that are in his  
3 possession, custody, or control, bearing or infringing on the Subject Trademarks,  
4 including the SKITTLES® Mark and Trade Dress, STARBURST® Mark and Trade  
5 Dress, LIFE SAVERS® Mark and Trade Dress, SNICKERS® Mark and Trade  
6 Dress, 3 MUSKETEERS® Mark and Trade Dress, or any other trademarks or trade  
7 dress owned by Plaintiffs, pursuant to 15 U.S.C. § 1118. Any electronic equivalents  
8 of such materials shall be immediately deleted.

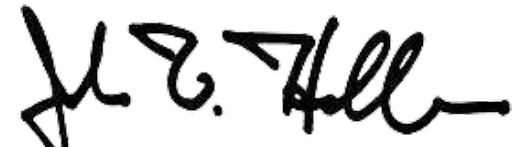
9 49. Burgos shall immediately cease sales of the products described above  
10 in any location on the Internet, including any other websites owned or operated by  
11 Burgos or any of his affiliates, and any social media platforms owned or operated by  
12 Burgos or any of his affiliates. Burgos shall immediately account for and disgorge  
13 to Plaintiffs any profits wrongfully derived by his unlawful conduct.

14 50. The Parties shall comply with the terms of the confidential settlement  
15 agreement entered into by and between the Parties and executed concurrently with  
16 their stipulation to this Final Judgment by Consent (the “Settlement Agreement”),  
17 the terms of which are incorporated herein by reference.

18 51. This Final Judgment by Consent shall have no effect on any of  
19 Plaintiffs’ claims against any other defendants to this action besides Burgos.  
20 Notwithstanding the foregoing, this Court shall retain jurisdiction over this action,  
21 as it relates to Burgos, to enforce this Final Judgment by Consent and the terms of  
22 the Settlement Agreement.

23 **IT IS SO ORDERED.**

24  
25 Dated: January 17, 2023



26 The Honorable John W. Holcomb  
UNITED STATES DISTRICT JUDGE

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