

1 DOUGLAS N. MASTERS (*pro hac vice*)  
 2 dmasters@loeb.com  
 3 LOEB & LOEB LLP  
 4 321 N. Clark St., Suite 2300  
 5 Chicago, IL 60654  
 6 Telephone: 312.464.3100  
 7 Facsimile: 312.464.3111

8 KYLE R. PETERSEN (SBN 307483)  
 9 kpetersen@loeb.com  
 10 LOEB & LOEB LLP  
 11 10100 Santa Monica Blvd., Suite 2200  
 12 Los Angeles, CA 90067  
 13 Telephone: 310.282.2000  
 14 Facsimile: 310.282.2200

15 Attorneys for Plaintiff  
 16 WM. WRIGLEY JR. COMPANY

17 UNITED STATES DISTRICT COURT  
 18 CENTRAL DISTRICT OF CALIFORNIA

19 WM. WRIGLEY JR. COMPANY, a  
 20 Delaware corporation,  
 21 Plaintiff,

22 v.

23 ROBERTO CONDE d/b/a  
 24 2020EDIBLEZ, an individual; JOEL  
 25 LEDESMA d/b/a INLAND EMPIRE  
 26 420 SUPPLY, an individual; JESSICA  
 27 MOHR, an individual; STEVEN  
 28 MATTA d/b/a OC 420 COLLECTION,  
 an individual; DOE 1 d/b/a GASBUDS;  
 DOE 2 d/b/a CANNABIS 420  
 SUPPLY; and DOES 3 through 10,  
 Defendants.

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

Assigned to Hon. John W. Holcomb

**FINAL JUDGMENT BY  
 CONSENT UNDER RULE 54(b),  
 INCLUDING PERMANENT  
 INJUNCTIVE RELIEF RE:  
 DEFENDANT STEVEN MATTA  
 D/B/A OC 420 COLLECTION**

Complaint Filed: May 3, 2021  
 Trial Date: October 31, 2022

1 This matter having come before the Court for the entry of Final Judgment  
2 against defendant Steven Matta d/b/a OC 420 Collection (the correct spelling of  
3 which, as stated in his answer [Dkt. 35], is Stephan Mata) (“Mata”), with the  
4 consent of plaintiff Wm. Wrigley Jr. Company (“Wrigley”) and Mata (Wrigley and  
5 Mata are collectively referred to herein as the “Parties,” and each individually as a  
6 “Party”), in accordance with Rule 54(b) of the Federal Rules of Civil Procedure, it is  
7 **ORDERED, ADJUDGED, and DECREED** as follows:

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

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

13 3. The Parties agree to submit to the jurisdiction of this Court to enforce  
14 the provisions of this Stipulation and Final Judgment by Consent worldwide.

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

17 5. Defendant Mata is an individual residing in Orange County, California  
18 and has at all relevant times directed and controlled the complained of activities by  
19 the business known as OC 420 Collection (“OC420”), which conducts its operations  
20 through the website located at <https://oc420collection.com>.

21 6. Wrigley is a recognized global leader in confections and, together with  
22 its affiliates, offers a wide range of product offerings including gum, mints, and  
23 candies. Wrigley markets products under dozens of well-known, distinctive, and  
24 famous brands, including SKITTLES®, STARBURST®, LIFE SAVERS®,  
25 DOUBLEMINT®, and JUICY FRUIT®, to name a few.

26 7. Wrigley and its predecessors have long marketed candy and related  
27 products under the famous SKITTLES® mark and trade dress, which features,  
28 among other things, the word mark SKITTLES® in white block lettering, distinctive

1 rainbow designs, distinctive candy-coated lentils with an “S” imprinted thereon, and  
2 a cascade design of these candy lentils (hereinafter referred to as the “Skittles Trade  
3 Dress”), examples of which are shown below:



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

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

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

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

15           12.    Wrigley owns numerous federal registrations for its SKITTLES® mark  
16 and the Skittles Trade Dress, including, but not limited to, U.S. Reg. Nos.  
17 1,221,105; 2,535,714; 4,377,303; and 4,983,664 (such federal registrations,  
18 collectively with the common law trademark rights in the SKITTLES® mark and  
19 Skittles Trade Dress, are hereinafter referred to as the “SKITTLES® Mark and  
20 Trade Dress”).

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



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



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

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

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

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

18. Wrigley owns numerous federal registrations for its STARBURST® mark and trade dress, including, but not limited to, U.S. Reg. Nos. 1,000,007; 1,545,544; 4,179,436; 4,268,392; and 4,625,960 (such federal registrations, collectively with the common law trademark rights in the STARBURST® mark and

1 Starburst Trade Dress, are hereinafter referred to as the “STARBURST® Mark and  
2 Trade Dress”).

3 19. Each of the above-referenced trademark registrations are valid,  
4 subsisting, and in full force under 15 U.S.C. § 1065, and, together with Wrigley’s  
5 extensive common law rights, make the SKITTLES® Mark and Trade Dress and  
6 STARBURST® Mark and Trade Dress (collectively, the “Wrigley Trademarks”)   
7 valuable assets owned by Wrigley.

8 20. Mata, doing business as OC420, is engaged in the marketing, offering  
9 for sale, sale, and distribution of edible cannabis candy products.

10 21. Mata used the Wrigley Trademarks, without authorization or license, in  
11 the marketing of his products.

12 22. Specifically, Mata has marketed, offered for sale, sold, and distributed  
13 the products online via the OC420 website, located at <https://oc420collection.com>,  
14 which violate Wrigley’s rights in the Wrigley Trademarks. Those products include:  
15 (1) “Medicated Skittles” (sold in four flavors: “Original,” “Sour,” “Wild Berry,” and  
16 “Seattle Mix”); (2) “Medicated Cannaburst Gummies” (sold in three flavors:  
17 “Original Sours,” “Berry Sours,” and “Tropical”); and (3) a “Munchies Edible Deal”  
18 which includes a package of the “Cannaburst Gummies.” These products,  
19 collectively referred to as the “OC420 Infringing Products,” are pictured below as  
20 they appear or appeared on OC420’s website:  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Medicated Skittles - OC 420 Co. X

https://oc420collection.com/product/medicated-skittles-edibles/


NEED IT SHIPPED? REGISTER HERE

OC 420 Collection

Home Shop Deals FAQ Page My Account Contact

Home / Edibles / Medicated Skittles

Sale!



TEAR AND SHARE

## Medicated Skittles

\$12.00 – \$15.00

Medicated Skittles edibles are tasty and tangy with a cannabis infused twist. These come with 20 per pouch and are infused with 400mg of THC. Do you ever get a sweet craving that you wanted to fill and put you in an elevated mood? Try this nice tasty edible if your looking for some awesome candy to have you relaxed. Each Medicated Skittles pack comes in a pouch of 20 pieces, a skittle is about 20mg.

Available in 4 Flavors:

- Original
- Seattle Mix
- Sour
- Wild Berry

You can also try out [Medicated Gushers](#) or [The Highest Craft Dank Dotz](#)

Medicated Cannaburst Gumm... X

https://oc420collection.com/product/medicated-cannaburst-gummies/


NEED IT SHIPPED? REGISTER HERE

OC 420 Collection

Home Shop Deals FAQ Page My Account Contact

Home / Edibles / Medicated Cannaburst Gummies

Sale!



TEAR AND SHARE

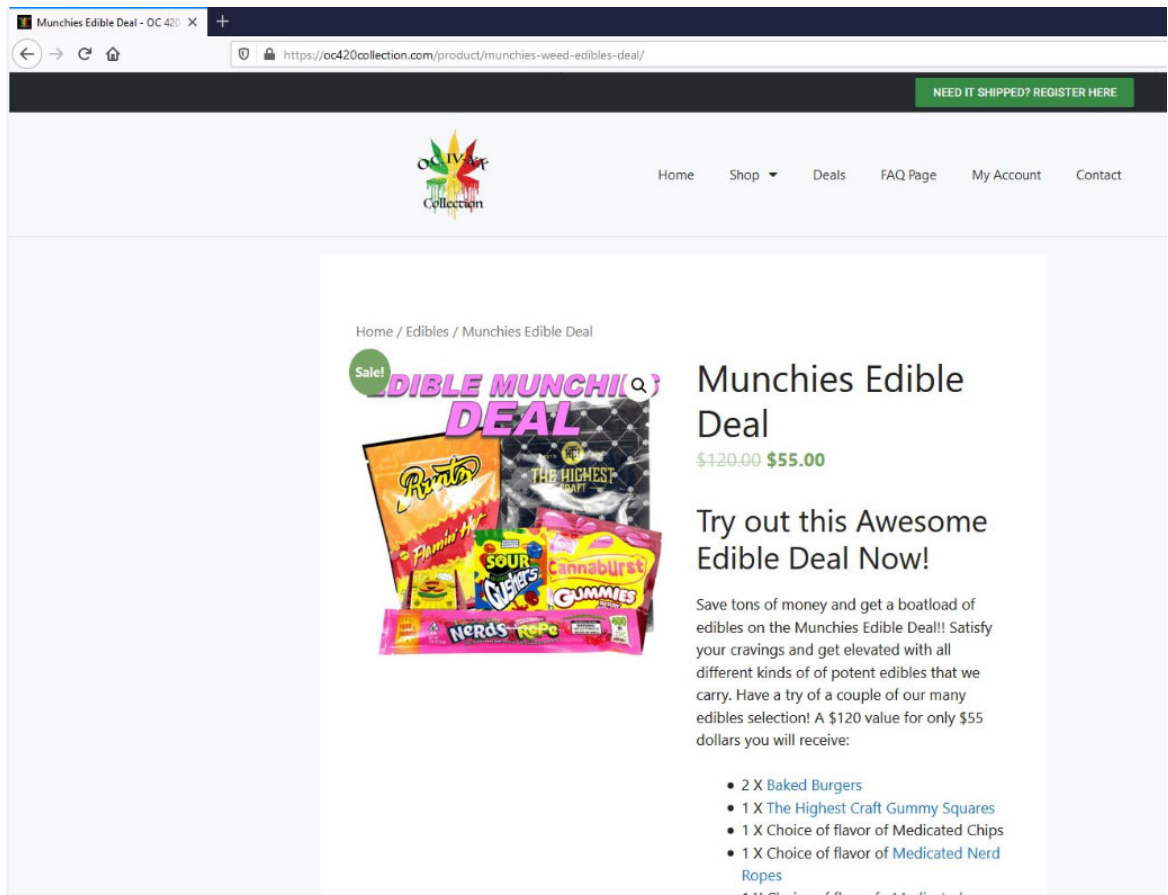
## Medicated Cannaburst Gummies

~~\$20.00~~ \$12.00

Medicated Cannaburst Gummies are real THC infused Gummies that are very flavorful and tasty and potent at the same time. Each bag has multiple flavors that consists for berry to tropical flavors. Cannaburst gummies are one the hottest cannabis edibles that are out in the market today. Make sure to give one a try at our super sale prices. Available in 3 lip smacking flavors!

- Berry Sours
- Original Sours
- Tropical

Also try out our other edibles like [Gushers](#) or [The Highest Craft Dank Dotz](#)



17           23.    With respect to the SKITTLES® Mark and Trade Dress, Mata adopted  
18 and used the SKITTLES mark in plain text and white block lettering, distinctive  
19 rainbow designs, images of candy-coated lentils with an “S” imprinted thereon,  
20 and/or a design featuring such candy lentils cascading along an upside-down  
21 rainbow, marks and trade dress that are identical to, substantially indistinguishable  
22 from, and/or imitations of the SKITTLES® Mark and Trade Dress and the marks  
23 and logos in the SKITTLES® registrations.

24           24.    With respect to the STARBURST® Mark and Trade Dress, Mata  
25 adopted and used the “Cannaburst” mark with stylized lettering and images of  
26 square candies with a stylized “S” imprinted thereon, marks and trade dress that are  
27 identical to, substantially indistinguishable from, and/or imitations of the  
28



1 STARBURST® Mark and Trade Dress and the marks and logos in the  
2 STARBURST® registrations.

3 25. Mata took such actions with full knowledge of, and in willful disregard  
4 of, Wrigley's intellectual property rights, and with the intent to take advantage of  
5 the good will that Wrigley has developed in the Wrigley Trademarks.

6 26. Mata's complained-of acts above constitute the following:

7 a. Counterfeiting of the Wrigley Trademarks in violation of 15  
8 U.S.C. § 1114;

9 b. Infringement of the Wrigley Trademarks in violation of 15  
10 U.S.C. §§ 1114 and 1125(a);

11 c. Dilution of the inherently distinctive and famous Wrigley  
12 Trademarks in violation of 15 U.S.C. § 1125(c);

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

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

18 f. Dilution of the inherently distinctive and famous Wrigley  
19 Trademarks in violation of California Business and Professions Code  
20 § 14247;

21 g. Unfair competition and deceptive acts and practices in violation  
22 of common law.

23 27. This is an exceptional case in accordance with 15 U.S.C. § 1117.

24 28. Mata, in his capacity both as an individual and as the proprietor of  
25 OC420, and his/its respective officers, agents, servants, employees, successors,  
26 assigns, attorneys, and all other persons acting in concert or in participation with or  
27 affiliated with Mata and/or OC420, jointly and severally, are permanently enjoined  
28 and restrained:

1           a.       From directly or indirectly engaging in any further trademark  
2 counterfeit, trademark infringement, trademark dilution, unfair  
3 competition, or deceptive business practices relating to the Wrigley  
4 Trademarks, including the SKITTLES® Mark and Trade Dress and the  
5 STARBURST® Mark and Trade Dress, or any other trademarks or trade  
6 dress owned by Wrigley;

7           b.       From making, manufacturing, advertising, marketing, offering,  
8 selling, or distributing any products that feature, copy, imitate, simulate, or  
9 are confusingly similar to, or are likely to dilute the distinctive nature of, or  
10 tarnish the goodwill of, the Wrigley Trademarks, including the SKITTLES®  
11 Mark and Trade Dress and the STARBURST® Mark and Trade Dress, or any  
12 other trademarks or trade dress owned by Wrigley;

13          c.       From representing by any means whatsoever, directly or  
14 indirectly, that any products sold or services rendered by Mata and/or OC420  
15 are associated with, sponsored by, licensed by, and/or connected or affiliated  
16 with Wrigley, or from otherwise taking any action likely to cause confusion,  
17 mistake, or deception on the part of purchasers as to the origin or licensing of  
18 Mata's and/or OC420's products or services;

19          d.       From otherwise competing unfairly with Wrigley in any manner  
20 or engaging in deceptive conduct;

21          e.       From continuing to perform in any manner whatsoever any of the  
22 acts complained of in the Complaint as to Wrigley; and

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

25       29.       Within thirty (30) days of the entry of this Final Judgment, Mata shall  
26 file with the Court and serve on counsel for Wrigley a sworn written statement as  
27 provided in 15 U.S.C. § 1116(a) setting forth in detail the manner and form in which  
28

1 Mata, in his capacity as an individual and as the proprietor of OC420, has complied  
2 with the permanent injunction.

3 30. Mata, in his capacity as an individual and as the proprietor of OC420,  
4 shall immediately recall from all distribution channels any products, packaging,  
5 advertising, and promotional materials bearing or infringing on the Wrigley  
6 Trademarks, including the SKITTLES® Mark and Trade Dress, STARBURST®  
7 Mark and Trade Dress, or any other trademarks or trade dress owned by Wrigley.

8 31. Mata, in his capacity as an individual and as the proprietor of OC420,  
9 shall immediately deliver to Wrigley's counsel for destruction any products,  
10 packaging, advertising, and promotional materials bearing or infringing on the  
11 Wrigley Trademarks, including the SKITTLES® Mark and Trade Dress,  
12 STARBURST® Mark and Trade Dress, or any other trademarks or trade dress  
13 owned by Wrigley, pursuant to 15 U.S.C. § 1118. Any electronic equivalents of  
14 such materials shall be immediately deleted.

15 32. Mata, in his capacity as an individual and as the proprietor of OC420,  
16 shall immediately cease sales of the products described above on the OC420  
17 website, located at <https://oc420collection.com>, and in any other locations on the  
18 Internet, including other websites owned or operated by Mata or any of his affiliates,  
19 and any social media platforms owned or operated by Mata or any of his affiliates.

20 33. Mata shall immediately account for and disgorge to Wrigley all profits  
21 wrongfully derived by his unlawful conduct and pay to Wrigley:

22 a. All monetary actual and/or statutory damages sustained and to be  
23 sustained by Wrigley as a consequence of Mata's unlawful conduct,  
24 including, without limitation, statutory damages in the amount of \$2,000,000  
25 per counterfeit mark per type of goods sold, offered for sale, or distributed  
26 pursuant to 15 U.S.C. § 1117(c)(2), lost profits, and corrective advertising  
27 damages;

28

1           b. All profits, gains, and advantages obtained by Mata from his  
2 unlawful conduct;

3           c. Exemplary damages, including treble damages resulting from  
4 Mata's unlawful conduct;

5           d. Pre-judgment interest on all damages; and

6           e. Wrigley's costs and disbursements in this action, including its  
7 reasonable attorneys' fees.

8           34. Mata's wrongful conduct is deemed to be willful and malicious and this  
9 judgment is, therefore, non-dischargeable in the event he files for bankruptcy,  
10 pursuant to 11 U.S.C. § 523(a)(6).

11           35. The Parties shall comply with the terms of the confidential settlement  
12 agreement entered into by and between the Parties and executed concurrently with  
13 their stipulation to this Final Judgment by Consent (the "Settlement Agreement"),  
14 the terms of which are incorporated herein by reference.

15           36. This Final Judgment by Consent shall have no effect on any of  
16 Wrigley's claims against any other defendants to this action besides Mata.  
17 Notwithstanding the foregoing, this Court shall retain jurisdiction over this action,  
18 as it relates to Mata, to enforce this Final Judgment by Consent and the terms of the  
19 Settlement Agreement.

20           **IT IS SO ORDERED.**

21  
22 Dated: July 19, 2022

23   
The Honorable John W. Holcomb  
24 UNITED STATES DISTRICT JUDGE  
25  
26  
27  
28