

ESTTA Tracking number: **ESTTA537433**

Filing date: **05/13/2013**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding.	91205346
Applicant	Plaintiff Hubby's Edibles, LLC
Other Party	Defendant Incredible Edibles Inc
Have the parties held their discovery conference as required under Trademark Rules 2.120(a)(1) and (a)(2)?	No

### **Motion for Suspension in View of Civil Proceeding With Consent**

The parties are engaged in a civil action which may have a bearing on this proceeding. Accordingly, Hubby's Edibles, LLC hereby requests suspension of this proceeding pending a final determination of the civil action. Trademark Rule 2.117.

Hubby's Edibles, LLC has secured the express consent of all other parties to this proceeding for the suspension and resetting of dates requested herein.

Hubby's Edibles, LLC has provided an e-mail address herewith for itself and for the opposing party so that any order on this motion may be issued electronically by the Board.

### **Certificate of Service**

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Respectfully submitted,  
/David G. Duckworth/  
David G. Duckworth  
usptofilings@russoandduckworth.com  
evan@bviplaw.com  
05/13/2013

**SUMMONS**  
**(CITACION JUDICIAL)**

NOV 19 2012

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

**BY FAX**

INCREDIBLE EDIBLES, INC., a California corporation; and DOES  
1-50, inclusive

**FILED**  
**LOS ANGELES SUPERIOR COURT**

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

NOV 19 2012

HUBBY'S EDIBLES, LLC, a California Limited Liability Company

JOHN A. CLARKE, CLERK  
*[Signature]*  
BY N. WHITRIGHT, DEPUTY

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
**(El nombre y dirección de la corte es):** Los Angeles County Superior Court

CASE NUMBER:  
(Número del Caso): **LC098998**

6230 Sylmar Avenue  
Van Nuys, California 91401

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
**(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):**  
David G. Duckworth, Esq., Russo & Duckworth, LLP, 9090 Irvine Center Dr., 2nd Fl., Irvine, CA 92618

DATE: **NOV 19 2012** JOHN A. CLARKE

Clerk, by *[Signature]* Deputy  
(Secretario) (Adjunto)

**(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)**  
**(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).**



**NOTICE TO THE PERSON SERVED: You are served**

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4.  by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Print name, firm name, and address):  
 David G. Duckworth, Bar No. 110022  
 J. Scott Russo, Bar No. 155631  
 Russo & Duckworth, LLP  
 9090 Irvine Center Dr., 2nd Fl., Irvine, CA 92618  
 TELEPHONE NO.: (949) 752-7106 FAX NO.: (949) 752-0629  
 ATTORNEY FOR (Name): jrusso@russoandduckworth.com

FOR COURT USE ONLY  
**FILED**  
 REC'D CIVIL SUPERIOR COURT  
 NOV 19 2012 NOV 19 2012  
 BY FAX  
 A. CLARKE, CLERK  
 S. N. WHITSIGHT, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
 STREET ADDRESS: 6230 Sylmar Avenue  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: Van Nuys, CA 91401  
 BRANCH NAME: VAN NUYS

CASE NUMBER: LC098998  
 JUDGE:  
 DEPT:

CASE NAME:  
**HUBBY'S EDIBLES, LLC v. INCREDIBLE EDIBLES, INC., et al.,**

**CIVIL CASE COVER SHEET**  
 Unlimited (Amount demanded exceeds \$25,000)  
 Limited (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 Counter  Joinder  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |  |   |   |
|--|---|---|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input checked="" type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3,740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): 2
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 19, 2012  
 David G. Duckworth, Esq.  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<p><b>Auto Tort</b></p> <ul style="list-style-type: none"> <li>Auto (22)—Personal Injury/Property Damage/Wrongful Death</li> <li>Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</li> </ul> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <ul style="list-style-type: none"> <li>Asbestos (04) <ul style="list-style-type: none"> <li>Asbestos Property Damage</li> <li>Asbestos Personal Injury/Wrongful Death</li> </ul> </li> <li>Product Liability (<i>not asbestos or toxic/environmental</i>) (24)</li> <li>Medical Malpractice (45) <ul style="list-style-type: none"> <li>Medical Malpractice—Physicians &amp; Surgeons</li> <li>Other Professional Health Care Malpractice</li> </ul> </li> <li>Other PI/PD/WD (23) <ul style="list-style-type: none"> <li>Premises Liability (e.g., slip and fall)</li> <li>Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)</li> <li>Intentional Infliction of Emotional Distress</li> <li>Negligent Infliction of Emotional Distress</li> <li>Other PI/PD/WD</li> </ul> </li> </ul> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <ul style="list-style-type: none"> <li>Business Tort/Unfair Business Practice (07)</li> <li>Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)</li> <li>Defamation (e.g., slander, libel) (13)</li> <li>Fraud (16)</li> <li>Intellectual Property (19)</li> <li>Professional Negligence (25) <ul style="list-style-type: none"> <li>Legal Malpractice</li> <li>Other Professional Malpractice (<i>not medical or legal</i>)</li> </ul> </li> <li>Other Non-PI/PD/WD Tort (35)</li> </ul> <p><b>Employment</b></p> <ul style="list-style-type: none"> <li>Wrongful Termination (36)</li> <li>Other Employment (15)</li> </ul>	<p><b>Contract</b></p> <ul style="list-style-type: none"> <li>Breach of Contract/Warranty (06) <ul style="list-style-type: none"> <li>Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>)</li> </ul> </li> <li>Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>)</li> <li>Negligent Breach of Contract/Warranty</li> <li>Other Breach of Contract/Warranty</li> <li>Collections (e.g., money owed, open book accounts) (09)</li> <li>Collection Case—Seller Plaintiff</li> <li>Other Promissory Note/Collections Case</li> <li>Insurance Coverage (<i>not provisionally complex</i>) (18) <ul style="list-style-type: none"> <li>Auto Subrogation</li> <li>Other Coverage</li> </ul> </li> <li>Other Contract (37) <ul style="list-style-type: none"> <li>Contractual Fraud</li> <li>Other Contract Dispute</li> </ul> </li> </ul> <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li>Eminent Domain/Inverse Condemnation (14)</li> <li>Wrongful Eviction (33)</li> <li>Other Real Property (e.g., quiet title) (26) <ul style="list-style-type: none"> <li>Writ of Possession of Real Property</li> <li>Mortgage Foreclosure</li> <li>Quiet Title</li> <li>Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</li> </ul> </li> </ul> <p><b>Unlawful Detainer</b></p> <ul style="list-style-type: none"> <li>Commercial (31)</li> <li>Residential (32)</li> <li>Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</li> </ul> <p><b>Judicial Review</b></p> <ul style="list-style-type: none"> <li>Asset Forfeiture (05)</li> <li>Petition Re: Arbitration Award (11)</li> <li>Writ of Mandate (02) <ul style="list-style-type: none"> <li>Writ—Administrative Mandamus</li> <li>Writ—Mandamus on Limited Court Case Matter</li> </ul> </li> <li>Writ—Other Limited Court Case Review</li> <li>Other Judicial Review (39) <ul style="list-style-type: none"> <li>Review of Health Officer Order</li> <li>Notice of Appeal—Labor Commissioner Appeals</li> </ul> </li> </ul>	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b></p> <ul style="list-style-type: none"> <li>Antitrust/Trade Regulation (03)</li> <li>Construction Defect (10)</li> <li>Claims Involving Mass Tort (40)</li> <li>Securities Litigation (28)</li> <li>Environmental/Toxic Tort (30)</li> <li>Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</li> </ul> <p><b>Enforcement of Judgment</b></p> <ul style="list-style-type: none"> <li>Enforcement of Judgment (20) <ul style="list-style-type: none"> <li>Abstract of Judgment (Out of County)</li> <li>Confession of Judgment (<i>non-domestic relations</i>)</li> <li>Sister State Judgment</li> <li>Administrative Agency Award (<i>not unpaid taxes</i>)</li> <li>Petition/Certification of Entry of Judgment on Unpaid Taxes</li> <li>Other Enforcement of Judgment Case</li> </ul> </li> </ul> <p><b>Miscellaneous Civil Complaint</b></p> <ul style="list-style-type: none"> <li>RICO (27)</li> <li>Other Complaint (<i>not specified above</i>) (42) <ul style="list-style-type: none"> <li>Declaratory Relief Only</li> <li>Injunctive Relief Only (<i>non-harassment</i>)</li> <li>Mechanics Lien</li> <li>Other Commercial Complaint Case (<i>non-tort/non-complex</i>)</li> </ul> </li> <li>Other Civil Complaint (<i>non-tort/non-complex</i>)</li> </ul> <p><b>Miscellaneous Civil Petition</b></p> <ul style="list-style-type: none"> <li>Partnership and Corporate Governance (21)</li> <li>Other Petition (<i>not specified above</i>) (43) <ul style="list-style-type: none"> <li>Civil Harassment</li> <li>Workplace Violence</li> <li>Elder/Dependent Adult Abuse</li> <li>Election Contest</li> <li>Petition for Name Change</li> <li>Petition for Relief From Late Claim</li> </ul> </li> <li>Other Civil Petition</li> </ul>
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SHORT TITLE: <b>HUBBY'S EDIBLES, LLC v. INCREDIBLE EDIBLES, INC., et al.,</b>	CASE NUMBER: <b>LC 098998</b>
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**REC'D NM**  
 NOV 19 2012  
**BY FAX**

**CIVIL CASE COVER SHEET ADDENDUM AND  
 STATEMENT OF LOCATION  
 (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:  
 JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 3  HOURS/  DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 10. Location of Labor Commissioner Office                  |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action: (Check only one)	C Applicable Reason: (See Step 3 Above)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7280 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 6.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

SHORT TITLE

HUBBY'S EDIBLES, LLC v. INCREDIBLE EDIBLES, INC., et al.,

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE

HUBBY'S EDIBLES, LLC v. INCREDIBLE EDIBLES, INC., et al.,

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
	Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment
<input type="checkbox"/> A6160 Abstract of Judgment			2., 6.
<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)			2., 9.
<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)			2., 8.
<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax			2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case			2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1., 2., 8.	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
<input type="checkbox"/> A6123 Workplace Harassment		2., 3., 9.	
<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case		2., 3., 9.	
<input type="checkbox"/> A6190 Election Contest		2.	
<input type="checkbox"/> A6110 Petition for Change of Name		2., 7.	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2., 3., 4., 8.	
<input type="checkbox"/> A6100 Other Civil Petition		2., 9.	

SHORT TITLE

HUBBY'S EDIBLES, LLC v. INCREDIBLE EDIBLES, INC., et al.,

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b>  <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS 8030 Remmet Avenue
CITY Canoga Park	STATE CA	ZIP CODE 91304

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Van Nuys courthouse in the Northwest District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: November 19, 2012



(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.



NOV 19 2012

1 DAVID G. DUCKWORTH, ESQ.  
2 CALIFORNIA BAR No. 170022  
3 J. SCOTT RUSSO, ESQ.  
4 CALIFORNIA BAR No. 155631  
5 RUSSO & DUCKWORTH, LLP  
6 9090 Irvine Center Drive, 2<sup>nd</sup> Floor  
7 Irvine, California 92618  
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9 Facsimile No. (949) 752-0629

**BY FAX**

**FILED**  
LOS ANGELES SUPERIOR COURT

NOV 19 2012

JOHN A. CLARKE, CLERK  
BY N. WELTRIGHT, DEPUTY

Attorneys for Plaintiff,  
Hubby's Edibles, LLC

10  
11 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF LOS ANGELES, VAN NUYS COURTHOUSE

13 HUBBY'S EDIBLES, LLC, a California  
14 Limited Liability Company,

Plaintiff,

vs.

15 INCREDIBLE EDIBLES, INC., a  
16 California corporation; and DOES 1-  
17 50, inclusive

Defendants.

CASE NO. LC098998

COMPLAINT FOR:

(I) COMMON LAW TRADEMARK  
INFRINGEMENT; and

(II) UNFAIR COMPETITION (Cal. Bus.  
& Prof. Code § 17200

DEMAND FOR JURY TRIAL

18  
19 For causes of action against Defendants Incredible Edibles, Inc., a  
20 California corporation and Does 1-50, inclusive, Plaintiff Hubby's Edibles, LLC  
21 alleges as follows:  
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1 THE PARTIES

2 1. Plaintiff Hubby's Edibles, LLC. (hereinafter, "Plaintiff Hubby's  
3 Edibles") is a California limited liability company which was duly organized, and  
4 which duly exists, under the laws of the State of California, and has its principal  
5 office and place of business in Aliso Viejo, Orange County, California. Plaintiff  
6 Hubby's Edibles, and its predecessors have done business and is continuing to  
7 do business under the trademark "HUBBY'S EDIBLES" in California since on or  
8 about July 2008.

9 2. Plaintiff Hubby's Edibles alleges on information and belief that  
10 Defendant Incredible Edibles, Inc. (hereinafter "Defendant Incredible Edibles") is  
11 a California corporation which was duly organized, and which duly exists, under  
12 the laws of the State of California, and has its principal office and place of  
13 business in Canoga Park, Los Angeles County, California. Plaintiff Hubby's  
14 Edibles is informed and believes that Defendant Incredible Edibles was formed  
15 and has been conducting business in California since 2011.

16 3. The true names and capacities, whether individual, corporate,  
17 associate, or otherwise, of the Defendants named herein as DOES 1 through 50,  
18 inclusive, are unknown to Plaintiff Hubby's Edibles, who therefore sues said  
19 Defendants by such fictitious names. Plaintiff Hubby's Edibles will amend this  
20 Complaint to show the true names and capacities of such fictitiously named  
21 Defendants when the same have been ascertained.

22 4. Upon information and belief, Plaintiff Hubby's Edibles alleges that at  
23 all times mentioned herein each of the Defendants were and now are the agent,  
24 servant, employee, representative, and alter ego of each of the remaining  
25 Defendants, are the parent, successor, subsidiary, and/or otherwise affiliated  
26 with the remaining Defendants, and in doing the things hereinafter alleged were  
27 acting within the scope of its or his authority of such agent, servant, employee,  
28

1 representative, and alter ego with the permission and consent of the remaining  
2 Defendants.

3 **VENUE**

4 5. Venue is proper with this court as a substantial portion of the  
5 actions/inactions and conduct as alleged herein all occurred in the County of Los  
6 Angeles, City of Canoga Park.

7 **GENERAL ALLEGATIONS**

8 6. Beginning in or about July 2008, Plaintiff Hubby's Edibles, through  
9 its predecessors in interest, adopted and commenced using the trademark  
10 HUBBY'S EDIBLES and has since then continuously used and is using the  
11 trademark HUBBY'S EDIBLES in California, in this District, and in interstate  
12 commerce.

13 7. Plaintiff Hubby's Edibles business has consisted and continues to  
14 consist of selling medicinal chocolate bars to dispensaries under the trademark  
15 HUBBY'S EDIBLES.

16 8. Plaintiff Hubby's Edibles' products are of uniformly high quality and  
17 Plaintiff Hubby's Edibles has acquired very significant commercial goodwill which  
18 is an important and very valuable asset of Plaintiff Hubby's Edibles' business.  
19 Based on such goodwill and the expenditures of large sums of money and efforts  
20 for advertising and market promotion under its HUBBY'S EDIBLES trademark,  
21 Plaintiff Hubby's Edibles has become recognized to its consumers as providing  
22 high quality medicinal chocolate bars.

23 9. Plaintiff Hubby's Edibles owns extensive common law rights to its  
24 HUBBY'S EDIBLES trademark.

25 10. Plaintiff Hubby's Edibles has expended substantial resources to  
26 advertise and promote Plaintiff Hubby's Edibles' Goods, all under Plaintiff  
27 Hubby's Edibles' HUBBY'S EDIBLES mark.

1           11.    Subsequent to Plaintiff Hubby's Edibles selling its medicinal  
2 chocolate bars in California and interstate commerce, Defendant Incredible  
3 Edibles commenced its business in interstate commerce to sell medicinal  
4 chocolate bars, primarily to California dispensaries, under the designation  
5 HUBBY'S EDIBLES.

6           12.    Defendant Incredible Edibles' products sold under the designation  
7 HUBBY'S EDIBLES are substantially identical to Plaintiff Hubby's Edibles'  
8 products sold under the trademark HUBBY'S EDIBLES, and in the same trade  
9 territory, using identical channels of commerce, and Defendant Incredible Edibles  
10 is directing its sales, marketing, advertising and promotional activities to the  
11 same class of customers as Plaintiff Hubby's Edibles' in California and  
12 elsewhere.

13           13.    There is a likelihood of confusion by consumers as to the source of  
14 sponsorship of Plaintiff Hubby's Edibles' chocolate bars, or as to the affiliation or  
15 connection between Plaintiff Hubby's Edibles and Defendant Incredible Edibles.

16           14.    On November 3, 2011, Defendant Incredible Edibles filed a  
17 trademark application with the United States Patent and Trademark Office to  
18 register "HUBBY'S EDIBLES," for goods identified as "bakery goods, chocolate  
19 bars," in Class 030 (Application No. 85/463,956). The subject application was  
20 published for opposition on April 17, 2012 in the Official Gazette (Trademarks) of  
21 the United States Patent and Trademark Office ("USPTO").

22           15.    The goods "bakery goods; chocolate bars," in Defendant Incredible  
23 Edibles' application are identical to Plaintiff Hubby's Edibles' goods, namely  
24 chocolate bars, with which Plaintiff Hubby's Edibles uses the HUBBY'S EDIBLES  
25 mark.

26           16.    On November 9, 2012, Plaintiff Hubby's Edibles filed a trademark  
27 application with the United States Patent and Trademark Office to register  
28

1 "HUBBY'S EDIBLES," for goods identified as "candy, namely chocolates and  
2 chocolates infused with medicinal supplements," in Class 005 (Application No.  
3 85/782,782)

4 17. Defendant Incredible Edibles' use and registration of the mark  
5 "HUBBY'S EDIBLES" is likely to falsely suggest a connection with Plaintiff  
6 Hubby's Edibles and Plaintiff Hubby's Edibles' HUBBY'S EDIBLES trademark.

7 18. Defendant Incredible Edibles' use and registration of the mark  
8 HUBBY'S EDIBLES interferes with Plaintiff Hubby's Edibles' trademark and will  
9 damage Plaintiff Hubby's Edibles, its business, its goodwill and its ability to  
10 register the trademark with the United States Patent and Trademark Office.

11 19. Plaintiff Hubby's Edibles' trademark HUBBY'S EDIBLES is famous  
12 because it is widely recognized by actual and potential customers as designation  
13 of Plaintiff Hubby's Edibles' goods, particularly goods relating to baked goods  
14 and chocolate bars. Thus, Plaintiff Hubby's Edibles' HUBBY'S EDIBLES mark is  
15 famous and distinctive.

16 20. Additionally, Plaintiff Hubby's Edibles' HUBBY'S EDIBLES mark is  
17 famous, and was famous among Plaintiff Hubby's Edibles' actual and potential  
18 customers prior to Defendant Incredible Edibles' filing of its trademark application  
19 for "HUBBY'S EDIBLES."

20 21. Registration of Defendant Incredible Edibles' mark likely will cause  
21 some of Plaintiff Hubby's Edibles' actual and potential customers to think of  
22 Defendant Incredible Edibles, and no longer solely of Plaintiff Hubby's Edibles,  
23 when they encounter the term "HUBBY'S EDIBLES" in connection with  
24 Defendant Incredible Edibles' baked goods and chocolate bars.

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1 **FIRST CAUSE OF ACTION**

2 **Common Law Trademark Infringement**

3 **(By Plaintiff Hubby's Edibles Against All Defendants)**

4 22. Plaintiff Hubby's Edibles re-alleges and incorporates all prior  
5 paragraphs as if fully set forth at length.

6 23. This is a civil action for common law trademark infringement.

7 24. Plaintiff Hubby's Edibles business has consisted and continues to  
8 consist of selling medicinal chocolate bars to California dispensaries, among  
9 others.

10 25. Plaintiff Hubby's Edibles is informed and believes, and on that  
11 information and belief alleges that Defendant Incredible Edibles provides goods  
12 to the same market as Plaintiff Hubby's Edibles, under the same trademark  
13 HUBBY'S EDIBLES.

14 26. Defendant Incredible Edibles' use of the tradename "HUBBY'S  
15 EDIBLES" infringes Plaintiff Hubby's Edibles' rights to the exclusive use of the  
16 mark "HUBBY'S EDIBLES", because such use is likely to cause confusion, or to  
17 cause mistake, or to deceive as to the affiliation, connection or association of  
18 Defendant Incredible Edibles with Plaintiff Hubby's Edibles, and is likely to cause  
19 confusion, or to cause mistake or to deceive as to the origin, sponsorship, or  
20 activities by Defendant Incredible Edibles.

21 27. The damage suffered by Plaintiff Hubby's Edibles is and will be  
22 irreparable, because of aforesaid loss and damage to Plaintiff Hubby's Edibles'  
23 aforesaid business reputation and goodwill associated with its trademark, and  
24 because the true extent of Plaintiff Hubby's Edibles's monetary damages are not  
25 readily ascertainable and will be provable only with great difficulty. Defendant  
26 Incredible Edibles' aforesaid activities will continue until enjoined by this Court.

1 28. Defendant Incredible Edibles' aforesaid trademark infringement was  
2 willful.

3 29. Defendant Incredible Edibles' conduct has caused Plaintiff Hubby's  
4 Edibles damages all in an amount which exceeds the minimum jurisdiction of this  
5 Court and which shall be according to proof at the time of trial.

6 30. Plaintiff Hubby's Edibles is informed and believes, and based  
7 thereon alleges, that the conduct of Defendant Incredible Edibles as alleged  
8 herein was intentional, malicious, willful, wanton and/or reckless and therefore  
9 punitive and exemplary damages must be awarded against Defendant Incredible  
10 Edibles to punish them and deter others from such conduct.

11 **SECOND CAUSE OF ACTION**

12 **Unfair Competition and Unfair Business Practices**

13 **(By Plaintiff Hubby's Edibles Against all Defendants)**

14 31. Plaintiff Hubby's Edibles re-alleges and incorporates all prior  
15 paragraphs as if fully set forth at length.

16 32. On information and belief, Defendant Incredible Edibles commenced  
17 and continued its use of the mark HUBBY'S EDIBLES, which is substantially the  
18 same as Plaintiff Hubby's Edibles, in order to palm off its goods in the State of  
19 California, in this District and elsewhere, as emanating from or as the same as or  
20 as sponsored, approved or licensed by Plaintiff Hubby's Edibles.

21 33. By virtue of Defendant Incredible Edibles' aforesaid palming off,  
22 false designation of origin, trademark infringement and/or service mark  
23 infringement and dilution, has unfairly competed and is unfairly competing with  
24 Plaintiff Hubby's Edibles in the State of California, in this District, and elsewhere.

25 34. The damage suffered by Plaintiff Hubby's Edibles is and will be  
26 irreparable, because of aforesaid loss and damage to Plaintiff Hubby's Edibles'  
27 aforesaid business reputation and goodwill associated with its tradename, and  
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1 because the true extent of Plaintiff Hubby's Edibles' monetary damages are not  
2 readily ascertainable and will be provable only with great difficulty. Defendant  
3 Incredible Edibles' aforesaid unfair competition will continue until enjoined by this  
4 Court.

5 35. Defendant Incredible Edibles has greatly profited from its aforesaid  
6 unfair competition in the State of California, in this District, and elsewhere and  
7 has been unjustly enriched.

8 36. Defendant Incredible Edibles' conduct has caused Plaintiff Hubby's  
9 Edibles damages all in an amount which exceeds the minimum jurisdiction of this  
10 Court and which shall be according to proof at the time of trial.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFF HUBBY'S EDIBLES, prays for judgment  
13 against Defendant Incredible Edibles, and each of them as follows:

14 **ON THE FIRST CAUSE OF ACTION**

15 1) For a preliminary and permanent injunction, restraining Defendant  
16 Incredible Edibles, its officers, agents, servants, employees and attorneys and  
17 those persons in active concert or participation with it from further acts of  
18 trademark infringement, as aforesaid in Count I;

19 2) For its reasonable costs and attorneys fees herein incurred;

20 3) For judgment against Defendant Incredible Edibles in the amount of  
21 its damages in consequence of the aforesaid false designation of origin, to the  
22 extent such damages can be ascertained;

23 4) For punitive damages in a sum to be fixed by the Court, in  
24 consequence of Defendant Incredible Edibles' trademark infringement;

25 **ON THE SECOND CAUSE OF ACTION**

26 5) For a preliminary and permanent injunction against further acts of  
27 unfair competition by Defendant Incredible Edibles;




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- 6) For compensatory damages according to proof;
- ON ALL CAUSES OF ACTION
- 7) For costs of suit incurred herein;
- 8) For expert fees; and
- 9) For such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Hubby's Edibles, LLC demands a jury trial.

Respectfully submitted,  
  
David G. Duckworth  
RUSSO & DUCKWORTH, LLP  
Attorneys for Plaintiff  
Hubby's Edibles, LLC

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

Used for Clerk's File Stamp

**FILED**  
LOS ANGELES SUPERIOR COURT

NOV 19 2012

JOHN A. CLARKE, CLERK

BY N. WHITTING, DEPUTY

CASE NUMBER  
LC098998

COURTHOUSE ADDRESS: NORTHWEST DISTRICT SUPERIOR COURT  
6230 SYLMAR AVENUE ROOM 107 VAN NUYS, CA 91401  
PLAINTIFF:  
DEFENDANT:

**NOTICE OF CASE MANAGEMENT CONFERENCE**

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing to all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

DATE <u>4/8/13</u>	Time: 8:30 A.M.	Dept: NW"B"	Room: 530
--------------------	-----------------	-------------	-----------

A completed Case Management Statement must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record pursuant to CRC 3.725 (b).

You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference the Court may make pretrial orders including the following: an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order dismissing fictitious/unnamed defendants; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (GC 68600 et. seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions (including dismissal of the case, striking of the answer and payment of money), pursuant to LASC Local Rules Chapter 3.10, CCP Sections 177.5, 583.150, 586.360 and 583.420 and GC Section 68608 (b).

DATE: NOV 19 2012 JOHN A. CLARKE

*Robert Johnson*  
\_\_\_\_\_  
Judge Robert JOHNSON

**CERTIFICATE OF SERVICE**

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

by depositing in the United States mail at the courthouse in Van Nuys, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

by personally giving the party notice upon filing of the complaint.

[	]	[	]
[	]	[	]

NOV 19 2012 JOHN A. CLARKE

John A. Clarke, Executive Officer/Clerk  
by *N. Whitting*, Deputy Clerk.  
N. Whitting

DATE: \_\_\_\_\_

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

For additional ADR information and forms visit the Court ADR web application at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) (click on ADR).

The plaintiff/petitioner shall serve a copy of this form on each defendant/respondent along with the complaint (Civil only).

### What is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation, and settlement conference are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

### Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

#### Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

#### Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

### Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

#### Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

#### Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

### Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

#### Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

#### Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

### Settlement Conference:

A settlement conference may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

**COURT ADR PROGRAMS**

**CIVIL:**

- Arbitration (non-binding) (Code Civ. Proc. §§ 1141.10-1141.31, Cal. Rules of Court, rules 3.810-3.830, and Local Rules, rule 3.252 et seq.)
- Mediation (Code Civ. Proc. §§ 1775-1775.15, Cal. Rules of Court, rules 3.850-3.860, 3.865-3.872 and 3.890-3.898, Evid. Code §§ 1115-1128, and Local Rules, rule 3.252 et seq.)
  - Civil Harassment Mediation
  - Eminent Domain Mediation (Code Civ. Proc. §1250.420)
  - Small Claims Mediation
- Neutral Evaluation (Local Rules, rule 3.252 et seq.)
- Settlement Conference
  - Voluntary Settlement Conference (Local Rules, rule 3.252 et seq.)
  - Retired Judge Settlement Conference

**FAMILY (non-custody):**

- Arbitration (non-binding) (Fam. Code § 2554 and Local Rules, rule 5.18)
- Mediation (Local Rules, rule 5.18)
- Settlement Conference
  - Forensic Certified Public Accountant (CPA)
  - Spanish Speaking Settlement Conference

**PROBATE:**

- Mediation
- Settlement Conference

**NEUTRAL SELECTION**

Parties may select an arbitrator, mediator, or evaluator from the Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Panel, the ADR staff will assign on a random basis the name of one neutral who meets the case criteria entered on the court's website.

**COURT ADR PANELS**

**Party Select Panel** The Party Select Panel consists of arbitrators, mediators, and evaluators who have achieved a specified level of experience in court-annexed cases. The parties (collectively) are charged \$150.00 per hour for the first three hours of hearing time. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

**Random Select Panel** The Random Select Panel consists of trained arbitrators, mediators, evaluators, and settlement officers who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that Random Select Panel neutrals provide three hours hearing time per case on a pro bono basis. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

**ADR ASSISTANCE**

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX	EMAIL
Antonovich	42011 4th St. West	1st Fl.	Lancaster, CA 93534	661-974-7275	661-945-8173	AntelopeADR@lasuperiorcourt.org
Chatsworth	9425 Penfield Ave.	3100	Chatsworth, CA 91311	818-576-8565	818-576-8733	ChatsworthADR@lasuperiorcourt.org
Compton	200 W. Compton Blvd.	1C02	Compton, CA 90220	310-803-3072	310-223-0337	ComptonADR@lasuperiorcourt.org
Glendale	600 E. Broadway	273	Glendale, CA 91208	818-500-3160	818-548-5470	GlendaleADR@lasuperiorcourt.org
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	562-491-6272	562-437-3802	LongBeachADR@lasuperiorcourt.org
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90850	562-807-7243	562-462-9019	NorwalkADR@lasuperiorcourt.org
Pasadena	300 E. Walnut St.	108	Pasadena, CA 91101	626-358-5885	626-688-1774	PasadenaADR@lasuperiorcourt.org
Pomona	400 Civic Center Plaza	1C6	Pomona, CA 91766	909-620-3183	909-629-6283	PomonaADR@lasuperiorcourt.org
San Pedro	505 S. Centre St.	209	San Pedro, CA 90731	310-519-6151	310-514-0314	SanPedroADR@lasuperiorcourt.org
Santa Monica	1725 Main St.	2C3	Santa Monica, CA 90401	310-260-1829	310-319-6130	SantaMonicaADR@lasuperiorcourt.org
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	213-974-5425	213-633-5115	CentralADR@lasuperiorcourt.org
Torrance	825 Maple Ave.	1C0	Torrance, CA 90503	310-222-1701	310-782-7326	TorranceADR@lasuperiorcourt.org
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	818-374-2337	818-902-2440	VanNuysADR@lasuperiorcourt.org

**LOS ANGELES SUPERIOR COURT POLICY  
REGARDING NORMAL AVAILABILITY OF OFFICIAL COURT REPORTERS AND  
PRIVATELY ARRANGED COURT REPORTERS**

- **Local Rules suspended, and availability of court reporters limited, effective May 15, 2012.** Effective May 15, 2012, and thereafter until further order of the Court, existing published local rules regarding normal availability of court reporters are suspended pursuant to an order of the Presiding Judge, as approved by the Executive Committee; and in lieu thereof, official court reporters will normally be available in criminal, juvenile, family law, and probate matters. Official Court reporters will not normally be available for civil trials, but will normally be available for general jurisdiction morning calendar matters until Friday, June 15, 2012.
- **Official Court reporters will be available in general jurisdiction civil courts for non-trial matters only, two ½ days a week per a published staffing schedule, effective Monday, June 18, 2012.** Effective June 18, 2012, official court reporters will normally not be available for civil proceedings other than two ½ day periods per week for non-trial matters in general jurisdiction civil courtrooms, as set forth in a Court Reporter Staff Assignment List (CRSAL) that will be posted in the clerk's office in each courthouse, and on the Court's website. Parties should regularly check the CRSAL for days and times official court reporters are normally available in any general jurisdiction civil courtroom.
- **Parties may arrange for privately retained reporters by stipulation and order, effective May 15, 2012.** Effective May 15, 2012, parties may, by stipulation, arrange for the appointment of a privately retained certified shorthand reporter to serve in the matter as an official court reporter pro tempore where an official court reporter is not normally available. A copy of the Court Approved Stipulation and Order form will be posted on the Court's website, and available in the clerk's office.
- **Parties may privately arrange for the appointment of a Court approved official court reporter pro tempore without a stipulation, from a list of such reporters that will be available on or about July 1, 2012.** The names and contact information for a list of Court approved certified shorthand reporters, who can be privately arranged and appointed as an official court reporter pro tempore without stipulation of the parties, will be posted on the Court's website on or about July 1, 2012.

May 1, 2012