

Henry G. Wykowski (State Bar No. 068255)  
Andrew F. Scher (State Bar No. 140571)  
**HENRY G. WYKOWSKI & ASSOCIATES**  
235 Montgomery Street, Suite 657  
San Francisco, CA 94104  
Telephone: (415) 788-4545  
Facsimile: (415) 788-4546

Attorneys for Plaintiff  
PATIENTS MUTUAL ASSISTANCE  
COLLECTIVE CORPORATION, dba.  
HARBORSIDE HEALTH CENTER

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

PATIENTS MUTUAL ASSISTANCE  
COLLECTIVE CORPORATION, dba  
HARBORSIDE HEALTH CENTER

Plaintiff,

vs.

THE HERSHEY COMPANY  
and  
HERSHEY CHOCOLATE &  
CONFECTIONARY CORPORATION,  
Defendants.

CASE NO.

**COMPLAINT FOR  
DECLARATORY RELIEF**

*Complaint filed:*

For its complaint, Plaintiff Patients Mutual Assistance Collective Corporation dba Harborside Health Center (“Harborside”) by and through its attorneys avers as follows:

**THE PARTIES**

1. Harborside is a corporation organized under the laws of the State of California, with its principal place of business in Oakland, California, which is within the Northern District of California. Harborside is, and was at all times herein mentioned, qualified to do business in California. Harborside is a medical cannabis collective, operating under permit from the City of Oakland, and in full



1 17 U.S.C. § 1051 et seq. (Lanham Act). The Court has jurisdiction over this action under 28 U.S.C. §  
2 1331 (federal question), 28 U.S.C. § 1338(a) (trademarks), and 28 U.S.C. § 2201 (Declaratory Judgment  
3 Act).

4 6. This Court has personal jurisdiction over Defendants because, on information and belief,  
5 Defendants conduct business in the State of California and within this district, including the advertising  
6 and sale of its products to California residents, and including the monitoring, enforcement and licensing  
7 of trademark rights, and threats of litigation against others, including Plaintiff, within this State and  
8 judicial district.

9 7. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and 1391(c).

10 8. **Intradistrict Assignment.** This action arose in Alameda County. Assignment would be  
11 proper in the San Francisco or Oakland divisions of the Court pursuant to Civil L.R. 3-2(c).

12 9. An actual case or controversy has arisen between the parties. Hershey has threatened  
13 litigation against Harborside, and has asserted that Harborside has infringed a trademark owned by  
14 Hershey and therefore is liable to Hershey for monetary damages in the form of disgorgement of profits.  
15 These statements threaten injury to Harborside.

## 18 GENERAL ALLEGATIONS

### 19 I. Harborside's Business

20 10. Harborside was founded in 2006. It is believed to be the largest medical cannabis  
21 dispensary in the world.

22 11. Harborside annually purchases over 250 types of edible products that are made from or  
23 contain medicinal cannabis, from third-party manufacturers. Many of these products have unusual,  
24 humorous or whimsical names. Harborside does not does not have any role in choosing the names of  
25 the third-party edible products that are carried in its dispensary.

26 12. One of the third-party medicinal cannabis products (a sweet lozenge) that Harborside  
27 carried in its dispensary bore the name "Jolly Meds". Harborside had no role in choosing the name or  
28

1 the packaging of this product.  
2

## 3 **II. The Present Dispute**

4 13. On or after April 21, 2017, Harborside received a letter from Amy Wright, an attorney at  
5 Taft Stettinius & Hollister LLP (“Taft”), counsel to The Hershey Company and its trademark  
6 management subsidiary, Hershey Chocolate & Confectionary Corporation (collectively “Hershey”). A  
7 copy of that letter is attached as Exhibit A hereto. Ms. Wright’s letter informed that Hershey is the  
8 exclusive United States licensee of the “JOLLY RANCHER” trademark, which is used by Hershey in  
9 connection with the sale of candy and various other products. The letter further informed that it had  
10 come to Hershey’s attention that Harborside was selling the “Jolly Meds” products on its website. It  
11 further informed, in short, that the “Jolly Meds” products infringed Hershey’s “JOLLY RANCHER”  
12 trademark. The April 21, 2017 letter demanded, *inter alia*, that Harborside cease and desist from all use  
13 of the JOLLY RANCHER trademark.  
14

15 14. Ms. Wright’s letter was the first time Harborside became aware that anyone claimed  
16 “Jolly Meds” was an alleged infringement of the JOLLY RANCHER trademark.

17 15. After receiving Ms. Wright’s letter, Harborside investigated the claims made by Hershey  
18 therein. On May 24, 2017, Harborside’s trademark counsel, Mary Shapiro, wrote to Ms. Wright as  
19 follows: “Our client respects the intellectual property rights of others, and wishes to resolve this matter  
20 amicably. Harborside confirms that it has removed the ‘Jolly Meds’ products, as labeled, from its online  
21 and retail stores, and agrees not to sell any lozenges using or incorporating the JOLLY RANCHER mark  
22 or the component “JOLLY.” To the extent that Harborside is aware that products presented to it by third  
23 parties are being offered under marks owned by Hershey or its subsidiaries, Harborside will not use such  
24 intellectual property.... Harborside is promptly agreeing to cooperate to the extent possible and has: (1)  
25 removed the Jolly Meds products from their online and retail stores. Rather than surrender such  
26 products, Harborside is considering an option to relabel the product packaging. (2) notified Jolly Meds  
27 of the infringement claim; (3) agreed not so sell any lozenges using ‘JOLLY’ on labels and packaging.”  
28

1 A copy of that letter is attached as Exhibit B hereto.

2 16. On June 21, 2017, Harborside's counsel, Ms. Shapiro, sent a further letter to Ms. Wright  
3 informing that Harborside has relabeled the allegedly infringing products and destroyed all the  
4 infringing labels. The letter attached a declaration from Harborside's director of compliance confirming  
5 that Harborside no longer possessed any items or labels bearing the "Jolly Meds" mark. A copy of this  
6 letter, with the Declaration, is attached hereto as Exhibit C.

7 17. Despite Harborside's correspondence and its prompt compliance with Hershey's cease  
8 and desist request, attorneys from the Taft firm have continued to make further demands on Harborside.  
9 One email sent by Taft read, in pertinent part: "While we appreciate that you did not manufacture the  
10 infringing product, your client's advertisement and sale of the product in commerce makes your client  
11 similarly liable for trademark infringement..." Another email from Taft read: "While we understand  
12 that your client did not intend to infringe on our client's famous mark, your client's lack of knowledge  
13 of our client's federally registered and famous mark is not a defense."

14 18. On October 16, 2017, Ms. Wright sent Harborside's counsel a draft document entitled  
15 "JOLLY RANCHER Trademark Settlement Agreement". In it, and in the accompanying letter,  
16 Hershey's counsel demanded that Harborside pay \$20,000.00 "to compensate for its unauthorized past  
17 use" of the JOLLY RANCHER mark. Hershey's counsel also demanded that Harborside agree it "will  
18 never in the future advertise, sell, manufacture, cause to be manufactured or distribute any products or  
19 services bearing or using Hershey's Trademarks... including but not limited to" the word marks  
20 "BLISS", "CAREFREE", "DAIRY MILK", "HUGS", "ICE CUBES", "KISSES", "MILKSHAKE",  
21 "POT OF GOLD", "ROYAL DARK", "SIMPLE PLEASURES", "SPECIAL DARK", "SYMPHONY",  
22 and "ZERO". A copy of this letter, with attached draft settlement agreement, is attached hereto as  
23 Exhibit D.  
24

25 19. On November 27, 2017, another Taft attorney, Jonathan Polak, wrote to Harborside's  
26 counsel as follows: "My work for Hershey primarily relates to litigation, and this matter has reached my  
27 desk because of its current status. This letter is Hershey's last attempt to reach a resolution with you  
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1 concerning your client’s infringing and unauthorized use of the JOLLY RANCHER trademark.  
2 Although your client has removed the Products referenced in our original correspondence from their  
3 website, you have not responded to our repeated requests regarding the attached Settlement Agreement.”  
4 A copy of this letter is attached hereto as Exhibit E.  
5

6 **CLAIMS FOR RELIEF**

7 **CLAIM ONE**

8 (Declaratory Judgment, 28 U.S.C. § 2201 et seq.)

9 20. Harborside incorporates by reference the allegations contained in paragraphs 1 through  
10 19, inclusive.

11 21. Hershey has claimed that that by selling a medical cannabis product called “Jolly Meds”,  
12 which was manufactured by a third party, without realizing that Hershey’s claimed the product infringed  
13 its trademarks, and by subsequently ceasing to sell the product promptly upon Hershey’s request,  
14 Harborside is guilty of trademark infringement, and has threatened to bring a lawsuit against Harborside  
15 to recover damages on this basis.  
16

17 22. An actual, present and justiciable controversy has arisen between Harborside and  
18 Hershey concerning Harborside’s actions, which were not “willful” in any way and therefore do not  
19 form the basis for a recovery of monetary damages by Hershey.

20 23. Harborside seeks declaratory judgment from this Court that (i) by selling a medical  
21 cannabis product called “Jolly Meds”, which was manufactured by a third party, without realizing that  
22 Hershey’s claimed the product infringed its trademarks, and by subsequently ceasing to sell the product  
23 promptly upon Hershey’s request, Harborside did not act “willfully”; (ii) that as a result of the above,  
24 Harborside cannot be held liable to Hershey for damages; (iii) that as a result of the above, Hershey is  
25 enjoined from suing or threatening to sue Harborside for trademark infringement; and (iv) that Hershey  
26 has no basis to require that Harborside “will never in the future advertise, sell, manufacture, cause to be  
27 manufactured or distribute any products or services bearing or using Hershey’s Trademarks... including  
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1 but not limited to” the word marks “BLISS”, “CAREFREE”, “DAIRY MILK”, “HUGS”, “ICE  
2 CUBES”, “KISSES”, “MILKSHAKE”, “POT OF GOLD”, “ROYAL DARK”, “SIMPLE  
3 PLEASURES”, “SPECIAL DARK”, “SYMPHONY”, and “ZERO”.

4  
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Harborside respectfully requests that the Court:

- 7 1. Enter judgment according to the declaratory relief sought;
- 8 2. Award Harborside its reasonable attorneys’ fees and costs in this action;
- 9 3. Enter such other further relief to which Harborside may be entitled as a matter of law or  
10 equity, or which the Court determines to be just and proper.

11  
12 **DEMAND FOR JURY TRIAL**

13 Pursuant to Federal Rule of Civil Procedure 38 and Civil Local Rule 3-6, Harborside hereby  
14 demands a jury trial on all issues so triable.

15  
16 Dated: December 18, 2017

HENRY G. WYKOWSKI AND ASSOCIATES

17  
18 By: S/ Henry G. Wykowski  
19 Henry G. Wykowski, Esq.  
20 *Attorneys for Plaintiff*  
21 Patients Mutual Assistance Collective Corporation  
22 dba Harborside Health Center  
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# EXHIBIT A



Evoke Law, PC  
244 California St., Suite 507  
San Francisco, CA 94111-4354  
iplaw@evoke.law • 415.398.3141  
*Trademark & Copyright Law*

May 24, 2017

***VIA EMAIL ([awright@taftlaw.com](mailto:awright@taftlaw.com)); CONFIRMATION BY MAIL***

Ms. Amy L. Wright  
Taft Stettinius & Hollister LLP  
One Indiana Square, Suite 3500  
Indianapolis, IN 46204

Re: Harborside  
JOLLY RANCHER Trademark

Dear Ms. Wright:

We write on behalf of Patients Mutual Assistance Collective Corp. d/b/a Harborside (“**Harborside**”) regarding your letters dated April 21, 2017 and May 8, 2017, which were sent to Harborside on behalf of Hershey Chocolate & Confectionery Corporation (“**Hershey**”) alleging infringement of the JOLLY RANCHER trademark.

Our client respects the intellectual property rights of others, and wishes to resolve this matter amicably. Harborside confirms that it has removed the “Jolly Meds” products, as labeled, from its online and retail stores, and agrees not to sell any lozenges using or incorporating the JOLLY RANCHER mark or the component “JOLLY.” To the extent that Harborside is aware that products presented to it by third parties are being offered under marks owned by Hershey or its subsidiaries, Harborside will not use such intellectual property. However, please note that Harborside is not aware of the extent of Hershey’s trademark portfolio and must be excused for any inadvertent use of such marks, absent notification by Hershey.

Harborside is promptly agreeing to cooperate to the extent possible and has:

- (1) Removed the Jolly Meds products from their online and retail stores;  
Rather than surrender such products, Harborside is considering an option to re-label the product packaging.
- (2) Notified Jolly Meds of the infringement claim;
- (3) Agreed not sell any lozenges using “JOLLY” on labels and packaging.

However, Harborside will not release information concerning purchases. Hershey will need to work with Jolly Meds to address the other issues raised in your correspondence, particularly records pertaining to the procurement and sale of the products at issue. Under no

Ms. Amy L. Wright  
Taft Stettinius & Hollister LLP  
May 24, 2017  
Page 2

circumstances will Harborside disclose the names of patients who purchased the products at issue, as this information is protected health information under HIPAA.

As this matter is also of great concern to Harborside, please promptly confirm receipt of this communication. Nothing in this letter should be construed as an admission of liability, wrongdoing, or as a waiver of Harborside's rights or defenses, all of which are expressly reserved. Please contact us if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Mary L. Shapiro". The signature is written in a cursive style.

Mary L. Shapiro

## EXHIBIT B



One Indiana Square, Suite 3500 / Indianapolis, IN 46204-4609  
Tel: 317.713.3500 / Fax: 317.713.3699  
www.taftlaw.com

AMY L. WRIGHT  
317-713-3500  
awright@taftlaw.com

April 21, 2017

*Via Certified Mail*  
*Return Receipt Requested*  
*7016 1970 0000 5009 4049*

Harborside  
1840 Embarcadero  
Oakland, CA 94606

**Re: *Harborside's Unauthorized Use of the JOLLY RANCHER® Trademark***  
***Ref. No. HER19-00700***

This firm represents The Hershey Company and its trademark management subsidiary, Hershey Chocolate & Confectionery Corporation, which hereinafter shall together be referred to as "Hershey." Hershey is the exclusive United States licensee of the JOLLY RANCHER® trademark, which is used by Hershey in connection with the sale of candy and various other products.

The JOLLY RANCHER® trademark is protected by a variety of federal, state and common laws. Hershey has extensively used and promoted these assets at considerable expense, and consequently, they have acquired significant goodwill and public recognition. Furthermore, by reason of Hershey's consistent and prominent use of JOLLY RANCHER® trademark, they have become well known, famous, and entitled to a wide latitude of protection.

It has recently come to our attention that you are advertising and selling products that incorporate the JOLLY RANCHER® trademark on your website, [www.shopharborside.com](http://www.shopharborside.com). Specifically, you are advertising and selling "Jolly Meds CBD-OO's" hard candy marijuana edibles in a variety of flavors while using the JOLLY RANCHER® trademark in their names, evidence of which is hereto attached as **Exhibit A** through **Exhibit C** (hereinafter referred to as the "Products"). These products are listed several places on your website, including, but not limited to, your "Delivery," "Oakland," and "San Jose" webpages.

Use of the JOLLY RANCHER® trademark by persons or entities not affiliated with Hershey can result in a likelihood of confusion for consumers and can dilute the value of our client's trademarks. These uses may cause significant consumer confusion as to the source, affiliation or sponsorship of the Products. Even if the public is not confused as to the source of the Products, your use of our client's trademarks will undoubtedly cause dilution of these assets.

Our client has several options to enforce its legal rights. For example, it could choose to file a federal lawsuit against you seeking: (i) preliminary and permanent injunctive relief; (ii) money damages; (iii) treble money damages; (iv) compensation equal to all of your profits; (v) reimbursement for all of its attorney's fees, which can quickly become significant; (vi) corrective advertising damages; and/or (vii) statutory damages.

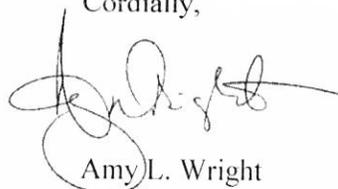
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However, at this time our client wishes to resolve this matter amicably without resorting to litigation. In order for an amicable resolution to be possible, we require that the following be delivered to our offices by no later than the end of business on May 5, 2017:

- (1) your written agreement that you will immediately cease and desist all use of the JOLLY RANCHER® trademark;
- (2) your written agreement that you will not use the JOLLY RANCHER® trademark or any other intellectual property owned by Hershey or its subsidiaries, or anything confusingly similar thereto, at any time in the future;
- (3) your agreement to cooperate in the investigation of any other parties with which you have or have had a business relationship involving the Products;
- (4) copies of all records pertaining to the procurement and sale of the Products, including the names of all parties that may have manufactured, imported, exported, distributed or purchased the Products;
- (5) surrender all infringing items in your possession (i.e., anything bearing the JOLLY RANCHER® trademark, including but not limited to derivative works or imitations thereof); and
- (6) a full accounting of all profits made from the Products, and a full accounting of any other merchandise sold by you that utilizes the JOLLY RANCHER® trademark or any other mark owned by Hershey or its subsidiaries.

Nothing in this letter should be construed as a waiver, relinquishment or election of rights or remedies by Hershey or its related entities. Hershey and its related entities expressly reserve all rights and remedies under all applicable federal and state laws.

Cordially,



Amy L. Wright

ALW/rea/ezb

### Exhibit A

The screenshot shows a web browser window with the URL [www.shopmarijuana.com](http://www.shopmarijuana.com). The page features a navigation menu and a login/register prompt. The main product is 'JOLLY MEDS | CBD-OO'S | GINGER', which is a 'Ginger Cigarette Flavoring'. The ingredients listed are 'Cane Sugar, Citrus Syrup, Ester-C Water, Natural Citrus Oil Flavors, and Medical Cannabis'. The price is \$12 each. Below the main product, there is a 'RELATED PRODUCTS' section with three items: 'JAYDEN'S JUICE | CBD MCT OIL | 1.5 FL OZ', 'LEMON REMEDY | 5/11 | (CBD) | 17.55 200-380', and 'PRANA | P2ACTIVE | 10 MG 30 QTY'. A footer on the right indicates the date is Tuesday, March 28, 2017, and the local time is Tue 3:33 PM.

**Exhibit B**

Web browser address bar: <https://www.jollymeds.com/>

MENU

You are not logged into this account. To place an order, please [Login](#) or [Register](#).

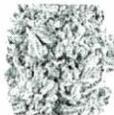
### JOLLY MEDS | CBD-OO'S | STRAWBERRY

Strawberry Organic Flavoring

Cane Sugar, Corn Syrup, Filtered Water, Natural Organic Flavoring, and Medical Cannabis.

**\$12**  
Each

#### RELATED PRODUCTS

-   
HAYDEN'S JUICE | CBD  
MCT OIL | 3 OZ
-   
LEMON REMEDY | S/T |  
(CBD: 17.55, 200, 580)
-   
PRANA | P2ACTIVE | 10  
MG 30 QTY

Friday, March 31, 2017  
Local time: Tue 3:34 PM  
Etc.: Tue 9:34 PM

### Exhibit C

MENU

You are not logged into this location. To place an order, please [login](#) or [register](#).

#### IGLY MEDS | CBD-OO'S | TANGERINE

30mg THC, 30mg CBD  
Tangerine Organic Flavour  
Kane Sugar, Citrus Scent, Filtered Water, Natural Stevia, Menthol, and Medical Marijuana

**\$12**  
Each

#### RELATED PRODUCTS

JAYDEN'S JUICE | CBD MCT OIL | 3.0Z  
LEMON REMEDY | S/T | (CBD) | 17.55-200-380  
PRANA | P2 ACTIVE | 10 MG 30 QTY

Tuesday, 12/19/2017  
12:44 PM  
Tue 9:34 PM

## EXHIBIT C

JONATHAN G. POLAK  
317-713-3500  
[jpolak@taftlaw.com](mailto:jpolak@taftlaw.com)

November 27, 2017

*Via Electronic Mail*  
[ascher@wykowskilaw.com](mailto:ascher@wykowskilaw.com)

Andrew F. Scher  
Henry G. Wykowski & Associates

**Re: *Patients Mutual Assistance Collective Corporation d/b/a Harborside Health Center's  
Unauthorized Use of the JOLLY RANCHER® Trademark***  
**Ref. No. HER19-00700**

Dear Mr. Scher:

As you are aware, our firm represents The Hershey Company and its trademark management subsidiary, Hershey Chocolate & Confectionary Corporation, in their interests related to the federally registered JOLLY RANCHER® trademark. You have received correspondence from my partner, Amy Wright, and myself in the past.

My work for Hershey primarily relates to litigation, and this matter has reached my desk because of its current status. This letter is Hershey's last attempt to reach a resolution with you concerning your client's infringing and unauthorized use of the JOLLY RANCHER® trademark. Although your client has removed the Products referenced in our original correspondence from their website, you have not responded to our repeated requests regarding the attached Settlement Agreement.

I do not see litigation as an efficient use of your resources or Hershey's; however, Hershey is prepared to undertake that expense if a resolution is not achieved. Our requirements are simple. Your client needs to immediately provide us with a signed copy of the enclosed Settlement Agreement, along with a check for the entire Twenty Thousand Dollars (\$20,000.00) payment demand. This offer shall remain open for acceptance through **December 6, 2017** after which time it should be considered withdrawn.

At this point, Hershey is willing to resolve this matter amicably, without litigation, provided you immediately provide us with a signed copy of the enclosed Settlement Agreement. I raise all of this so you understand the seriousness of Hershey's position and commitment to protecting its trademarks. If you reject that offer, Hershey will do what it must to protect its trademarks.

Nothing in this letter should be construed as a waiver, relinquishment or election of rights or remedies by Hershey, which expressly reserves all rights and remedies under all applicable federal and state laws.

Very truly yours,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Jonathan G. Polak

JGP/ebl  
Attachment

***JOLLY RANCHER® Trademark***  
**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (hereinafter, the “Agreement”) is made and entered as of the date first written below (the “Effective Date”), between The Hershey Company, a Delaware corporation with a business address of 100 Crystal A Drive, Hershey, Pennsylvania 17033 and its trademark management subsidiary, Hershey Chocolate & Confectionary Corporation, a Delaware corporation with a business address of 4860 Robb Street, Suite 204, Wheat Ridge, Colorado 80033 (hereinafter, collectively referred to as “Hershey”); and Patients Mutual Assistance Collective Corporation d/b/a Harborside Health Center, a California corporation with an address of 1840 Embarcadero, Oakland, California, 94606 (hereinafter, referred to as “Harborside”). Hershey and Harborside are referred to herein individually as the “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Hershey is the exclusive United States licensee of the JOLLY RANCHER® trademark, which have been used by Hershey in connection with the JOLLY RANCHER® brand products (hereinafter, “Hershey’s Trademarks”);

**WHEREAS**, Harborside has utilized Hershey’s Trademarks in connection with the promotion and sale of marijuana edibles, evidence of which is hereto attached as **Exhibit A** through **Exhibit C** (hereinafter, referred to as the “Products”);

**WHEREAS**, Hershey has asserted that Harborside has infringed its intellectual property rights in violation of state and/or federal law by utilizing Hershey’s Trademarks without authorization;

**WHEREAS**, Hershey agrees, in exchange for the covenants described herein, to not bring litigation against Harborside for any of the claims it may have at this time;

**WHEREAS**, Harborside represents and warrants that it has never used Hershey’s Trademarks for any commercial purpose other than in connection with the Products, and is no longer utilizing Hershey’s Trademarks in any capacity whatsoever.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **PAYMENT**. Harborside shall pay Hershey the sum of Twenty Thousand Dollars and Zero Cents (\$20,000.00) to resolve this matter. Payment shall be made payable to The Hershey Company and sent to Amy Wright with the law firm of Taft Stettinius & Hollister, LLP at One Indiana Square, Suite 3500, Indianapolis, Indiana 46204.

2. **REPRESENTATIONS AND WARRANTIES.** Harborside will never in the future advertise, sell, manufacture, cause to be manufactured or distribute any products or services bearing or using Hershey's Trademarks or any other trademark owned by or licensed to Hershey or its affiliates, including but not limited to the marks listed in the attached **Exhibit D**, or anything confusingly similar to these marks or the trade dresses associated with these marks, without the prior express written authorization of Hershey. Harborside further agrees to forward, at its expense, any remaining products, advertisements, other marketing materials and/or any other infringing items bearing any trademark belonging to Hershey. Harborside warrants and represents that it will provide Hershey with the identity of any and all parties with which Harborside has had a business relationship involving the Products. Harborside further agrees to cooperate in any and all assertions or claims made by Hershey against any party from or to whom Harborside purchased, sold, imported, or exported the Products.
3. **INTERNET USES.** Harborside agrees to immediately discontinue and forever refrain from using Hershey's Trademarks, or any other trademark owned or licensed to Hershey, including any of the marks listed in the attached **Exhibit D**, or anything confusingly similar, in any manner whatsoever, including in any meta tags, domain names, keywords, webpage titles, URLs, social media, or anywhere on or in connection with the internet.
4. **SELL OFF PERIOD.** There shall be no sell off period.
5. **NO LICENSE.** Nothing in this Agreement shall be construed to confer a license of any trademark or trade dress, including Hershey's Trademarks, or any other form of intellectual property to Harborside.
6. **ACKNOWLEDGEMENT.** Harborside hereby acknowledges the validity of Hershey's common law and registered trademark rights in Hershey's Trademarks and shall not seek to cancel or otherwise dispute or challenge the validity of Hershey's rights in same.
7. **AUTHORITY.** The Parties warrant that they have each read this Agreement and have had time to consider it and have obtained the advice of counsel regarding this Agreement, its meaning and application, and are signing of their own free will with the intent of being bound by it. The signers assert that each has full authority to execute this Agreement.
8. **FULL AGREEMENT.** This Agreement supersedes all prior and contemporaneous negotiations, agreements, discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter thereof.

9. **MODIFICATION.** No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party.
10. **CONFIDENTIALITY.** The existence of this dispute, information obtained in discovery related to this dispute, and the terms of this Agreement and any information contained herein (including amounts paid by Harborside and the total amount paid under this Agreement) shall be held in strictest confidence by Harborside and its representatives and shall not be disclosed to any person or entity without the written consent of Hershey, except as follows: (i) in response to a judicial order compelling disclosure or as may otherwise be required by law or be necessary to defend or assert claims by or against Harborside in a judicial proceeding; or (ii) to auditors of or counsel Harborside.
11. **BREACH.** In the event that any court action is required to enforce the terms of this Agreement, the prevailing Party shall recover its reasonable attorney's fees and costs. Moreover, in the event of any breach of this Agreement, Harborside acknowledges that mere money damages alone may be insufficient to remedy the damage caused by such a breach, and consents to the entry of an appropriate injunction or other equitable relief obtained from a court of competent jurisdiction. Any injunctive relief under this provision is in addition to any damages sustained by Hershey. Also, if Harborside breaches this Agreement, Hershey may pursue all claims and causes of action it may have or ever had against Harborside, as if this Agreement were never executed.
12. **JURISDICTION AND VENUE.** This Agreement shall be governed by the laws of the State of Indiana and shall be binding upon the Parties, their officers, directors, partners, employees, agents, representatives and successors in interest. It is agreed by the Parties that any such action shall be adjudicated by any court of appropriate jurisdiction located in Indianapolis, Indiana, and Harborside consents to the personal jurisdiction of said court.
13. **STRICT ADHERENCE.** The failure of a Party to insist upon strict adherence to any term or obligation of this Agreement shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or obligation, or any other term or obligation, of this Agreement.
14. **AMBIGUITY.** The Parties agree that any ambiguity in this Agreement is not to be construed against any Party to this Agreement on the grounds that such Party drafted the Agreement, but shall be construed as if all Parties jointly prepared this Agreement and any uncertainty or ambiguity shall not on that ground be interpreted against any one party. Any

prior drafts of this Agreement shall not be used to determine the intent of the parties to this Agreement.

15. **LIQUIDATED DAMAGES.** The Parties agree that the precise damages caused by a breach of this Agreement will be difficult to calculate, and as such, the non-breaching Party shall be entitled to receive Twenty Thousand Dollars and Zero Cents (\$20,000.00) as a liquidated damage, in addition to any reasonable attorneys’ fees and costs incurred to enforce this Agreement. The liquidated damages are in addition to any other damages the non-breaching Party may have claim to at law or in equity. The Parties agree that said sum is a proper measure of the liquidated damages the non-breaching Party will sustain if this Agreement is breached and the Parties further agree that said sum is not to be construed in any sense as a penalty.

IN WITNESS WHEREOF, the Parties execute this Agreement, to be effective as of the first date set forth below.

The Hershey Company By: _____ Name: _____ Title: _____ Date: _____	Patients Mutual Assistance Collective Corporation d/b/a Harborside Health Center By: _____ Name: _____ Title: _____ Date: _____
Hershey Chocolate & Confectionery Corporation By: _____ Name: _____ Title: _____ Date: _____	_____ _____ _____ _____

**Exhibit A**

Harborside Oakland

Secure | <https://menu.shopharborside.com/menu/harborside-oakland/57026897eec95b3603b6beec>

MENU

You are not logged into this location. To place an order, please [Login](#) or [Register](#).

**JOLLY MEDS | CBD-OO'S | GINGER**

**CBD**

Ginger Organic Flavoring

Cane Sugar, Corn Syrup, Filtered Water, Natural Organic Flavoring, and Medical Cannabis

**\$12**  
Each

**RELATED PRODUCTS**

  
**JAYDEN'S JUICE | CBD MCT OIL | .5 OZ**  
**CBD**

  
**LEMON REMEDY (S/I) (CBD) - 17-55-200-380**  
**CBD**

  
**PRANA | P2 ACTIVE | 10 MG 30 QTY**  
**CBD**

Tuesday, March 28, 2017  
Local time Tue 3:33 PM  
Berlin Tue 9:33 PM

**Exhibit B**

The screenshot shows a web browser window with the URL <https://menu.shopharborside.com/menu/harborside-oakland/57026897eec95b3603b6bee>. The page has a green header with a back arrow, the word "MENU", and a user icon. A pink notification bar at the top states: "You are not logged into this location. To place an order, please [Login](#) or [Register](#)." The main product is "JOLLY MEDS | CBD-OO'S | STRAWBERRY", which is a yellow, rectangular, segmented edible. The description includes "Strawberry Organic Flavoring" and "Cane Sugar, Corn Syrup, Filtered Water, Natural Organic Flavoring, and Medical Cannabis". The price is "\$12 Each". Below this, a "RELATED PRODUCTS" section features three items: "JAYDEN'S JUICE | CBD MCT OIL | .5 OZ", "LEMON REMEDY (S/I) (CBD) - 17-55-200-380", and "PRANA | P2 ACTIVE | 10 MG 30 QTY". A date and time stamp in the bottom right corner reads: "Tuesday, March 28, 2017 Local time Tue 3:34 PM Berlin Tue 9:34 PM".

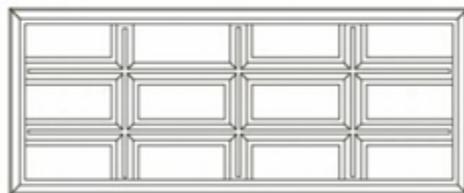
**Exhibit C**

The screenshot shows a web browser window with the URL <https://menu.shopharborside.com/menu/harborside-oakland/57026897eec95b3603b6beeb>. The page has a green header with a back arrow, the word "MENU", and a user icon. A pink notification bar states: "You are not logged into this location. To place an order, please [Login](#) or [Register](#)." The main product is "JOLLY MEDS | CBD-OO'S | TANGERINE", which is a yellow, rectangular edible. It contains 3mg THC and 30mg CBD, with Tangerine Organic Flavoring. The ingredients listed are Cane Sugar, Corn Syrup, Filtered Water, Natural Organic Flavoring, and Medical Cannabis. The price is \$12 Each. Below this are "RELATED PRODUCTS": "JAYDEN'S JUICE | CBD MCT OIL | .5 OZ" (a small bottle), "LEMON REMEDY (S/I) (CBD) - 17-55-200-380" (a pile of green cannabis buds), and "PRANA | P2 ACTIVE | 10 MG 30 QTY" (a small container of yellow edibles). A footer in the bottom right corner shows the date and time: "Tuesday, March 28, 2017", "Local time Tue 3:34 PM", and "Berlin Tue 9:34 PM".

**Exhibit D**

5TH AVENUE  
AIR DELIGHT  
ALMOND JOY  
AWESOME TWOSOME  
BAKING MELTS  
BITS OF BRICKLE  
BLISS  
BREATH SAVERS  
BROOKSIDE  
BUBBLE YUM  
CADBURY  
CADBURY CRÈME EGG  
CARMELLO  
CAREFREE  
CHOCOLATE WORLD  
DAGOBA  
DAIRY MILK  
FAST BREAK  
GOLDEN ALMOND  
GOOD & FIERY  
GOOD & FRUITY  
GOOD & PLENTY  
HEATH  
HERSHEY'S  
HERSHEY'S BLISS  
HERSHEY-ETS  
HUGS  
HUGS & KISSES  
ICE BREAKERS  
ICE BREAKERS ICE CUBES  
ICE CUBES  
JOLLY RANCHER  
KISSES  
KIT KAT  
KRACKEL  
KRAVE  
LANCASTER  
LORENA  
MILK DUDS  
MILKSHAKE  
MOUNDS  
MR. GOODBAR  
NIBS  
NUTRAGEOUS  
PAYDAY  
PELANAZO

PELON  
PELON PELO RICO  
PELONETA  
PELONETES  
PICOSITOS  
POT OF GOLD  
PULL 'N' PEEL  
RALLY  
REESE'S  
REESE'S PIECES  
ROLO  
ROYAL DARK  
SCHARFFEN BERGER  
SIMPLE PLEASURES  
SKOR  
SOFIT  
SPECIAL DARK  
SYMPHONY  
TAKE5  
TWIZZLERS  
WHATCHAMACALLIT  
WHOPPERS  
YORK  
YOUNG & SMYLYE  
ZAGNUT  
ZERO



Orange in connection with products containing peanut butter or characterized by peanut butter flavor

## EXHIBIT D

AMY L. WRIGHT  
317-713-3500  
[awright@taftlaw.com](mailto:awright@taftlaw.com)

October 16, 2017

***Via Certified Mail***  
***Return Receipt Requested***  
***7011 2000 0001 3877 5794***

Andrew F. Scher, Esq.  
Henry G. Wykowski & Associates  
235 Montgomery St., Suite 657  
San Francisco, CA 94104

***Re: Patients Mutual Assistance Collective Corp. d/b/a Harborside's Unauthorized Use of the  
JOLLY RANCHER® Trademark  
Ref. No. HER19-00700***

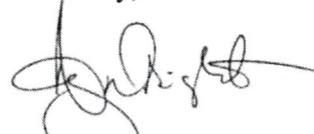
Dear Mr. Scher:

Enclosed please find a copy of the settlement agreement regarding Patients Mutual Assistance Collective Corporation d/b/a Harborside Health Center's (hereinafter, referred to as "Harboside") infringement of Hershey's intellectual property rights. As of this date we have not received your response to same.

Again, our client is willing to enter the enclosed settlement agreement wherein Harboside will agree to permanently discontinue any and all use of the <<TRADEMARKS>>, as well as compensate Hershey in the amount of Twenty Thousand Dollars (\$20,000.00) for its past unauthorized use. This offer shall remain open for acceptance through **October 30, 2017**, after which time it should be considered withdrawn.

Neither the contents of this letter, nor The Hershey Company's election to refrain from action at this time, should be construed as a waiver, release, relinquishment or election of rights or remedies by The Hershey Company or any of its related entities. The Hershey Company and its related companies expressly reserve all rights and remedies under all applicable federal and state laws.

Cordially,



Amy L. Wright

ALW/ebf  
Enclosure

21470932.1

***JOLLY RANCHER® Trademark***  
**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (hereinafter, the “Agreement”) is made and entered as of the date first written below (the “Effective Date”), between The Hershey Company, a Delaware corporation with a business address of 100 Crystal A Drive, Hershey, Pennsylvania 17033 and its trademark management subsidiary, Hershey Chocolate & Confectionary Corporation, a Delaware corporation with a business address of 4860 Robb Street, Suite 204, Wheat Ridge, Colorado 80033 (hereinafter, collectively referred to as “Hershey”); and Patients Mutual Assistance Collective Corporation d/b/a Harborside Health Center, a California corporation with an address of 1840 Embarcadero, Oakland, California, 94606 (hereinafter, referred to as “Harborside”). Hershey and Harborside are referred to herein individually as the “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Hershey is the exclusive United States licensee of the JOLLY RANCHER® trademark, which have been used by Hershey in connection with the JOLLY RANCHER® brand products (hereinafter, “Hershey’s Trademarks”);

**WHEREAS**, Harborside has utilized Hershey’s Trademarks in connection with the promotion and sale of marijuana edibles, evidence of which is hereto attached as **Exhibit A** through **Exhibit C** (hereinafter, referred to as the “Products”);

**WHEREAS**, Hershey has asserted that Harborside has infringed its intellectual property rights in violation of state and/or federal law by utilizing Hershey’s Trademarks without authorization;

**WHEREAS**, Hershey agrees, in exchange for the covenants described herein, to not bring litigation against Harborside for any of the claims it may have at this time;

**WHEREAS**, Harborside represents and warrants that it has never used Hershey’s Trademarks for any commercial purpose other than in connection with the Products, and is no longer utilizing Hershey’s Trademarks in any capacity whatsoever.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **PAYMENT**. Harborside shall pay Hershey the sum of Twenty Thousand Dollars and Zero Cents (\$20,000.00) to resolve this matter. Payment shall be made payable to The Hershey Company and sent to Amy Wright with the law firm of Taft Stettinius & Hollister, LLP at One Indiana Square, Suite 3500, Indianapolis, Indiana 46204.

2. **REPRESENTATIONS AND WARRANTIES.** Harborside will never in the future advertise, sell, manufacture, cause to be manufactured or distribute any products or services bearing or using Hershey's Trademarks or any other trademark owned by or licensed to Hershey or its affiliates, including but not limited to the marks listed in the attached **Exhibit D**, or anything confusingly similar to these marks or the trade dresses associated with these marks, without the prior express written authorization of Hershey. Harborside further agrees to forward, at its expense, any remaining products, advertisements, other marketing materials and/or any other infringing items bearing any trademark belonging to Hershey. Harborside warrants and represents that it will provide Hershey with the identity of any and all parties with which Harborside has had a business relationship involving the Products. Harborside further agrees to cooperate in any and all assertions or claims made by Hershey against any party from or to whom Harborside purchased, sold, imported, or exported the Products.
3. **INTERNET USES.** Harborside agrees to immediately discontinue and forever refrain from using Hershey's Trademarks, or any other trademark owned or licensed to Hershey, including any of the marks listed in the attached **Exhibit D**, or anything confusingly similar, in any manner whatsoever, including in any meta tags, domain names, keywords, webpage titles, URLs, social media, or anywhere on or in connection with the internet.
4. **SELL OFF PERIOD.** There shall be no sell off period.
5. **NO LICENSE.** Nothing in this Agreement shall be construed to confer a license of any trademark or trade dress, including Hershey's Trademarks, or any other form of intellectual property to Harborside.
6. **ACKNOWLEDGEMENT.** Harborside hereby acknowledges the validity of Hershey's common law and registered trademark rights in Hershey's Trademarks and shall not seek to cancel or otherwise dispute or challenge the validity of Hershey's rights in same.
7. **AUTHORITY.** The Parties warrant that they have each read this Agreement and have had time to consider it and have obtained the advice of counsel regarding this Agreement, its meaning and application, and are signing of their own free will with the intent of being bound by it. The signers assert that each has full authority to execute this Agreement.
8. **FULL AGREEMENT.** This Agreement supersedes all prior and contemporaneous negotiations, agreements, discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter thereof.

9. **MODIFICATION**. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party.
10. **CONFIDENTIALITY**. The existence of this dispute, information obtained in discovery related to this dispute, and the terms of this Agreement and any information contained herein (including amounts paid by Harborside and the total amount paid under this Agreement) shall be held in strictest confidence by Harborside and its representatives and shall not be disclosed to any person or entity without the written consent of Hershey, except as follows: (i) in response to a judicial order compelling disclosure or as may otherwise be required by law or be necessary to defend or assert claims by or against Harborside in a judicial proceeding; or (ii) to auditors of or counsel Harborside.
11. **BREACH**. In the event that any court action is required to enforce the terms of this Agreement, the prevailing Party shall recover its reasonable attorney's fees and costs. Moreover, in the event of any breach of this Agreement, Harborside acknowledges that mere money damages alone may be insufficient to remedy the damage caused by such a breach, and consents to the entry of an appropriate injunction or other equitable relief obtained from a court of competent jurisdiction. Any injunctive relief under this provision is in addition to any damages sustained by Hershey. Also, if Harborside breaches this Agreement, Hershey may pursue all claims and causes of action it may have or ever had against Harborside, as if this Agreement were never executed.
12. **JURISDICTION AND VENUE**. This Agreement shall be governed by the laws of the State of Indiana and shall be binding upon the Parties, their officers, directors, partners, employees, agents, representatives and successors in interest. It is agreed by the Parties that any such action shall be adjudicated by any court of appropriate jurisdiction located in Indianapolis, Indiana, and Harborside consents to the personal jurisdiction of said court.
13. **STRICT ADHERENCE**. The failure of a Party to insist upon strict adherence to any term or obligation of this Agreement shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or obligation, or any other term or obligation, of this Agreement.
14. **AMBIGUITY**. The Parties agree that any ambiguity in this Agreement is not to be construed against any Party to this Agreement on the grounds that such Party drafted the Agreement, but shall be construed as if all Parties jointly prepared this Agreement and any uncertainty or ambiguity shall not on that ground be interpreted against any one party. Any

prior drafts of this Agreement shall not be used to determine the intent of the parties to this Agreement.

15. **LIQUIDATED DAMAGES.** The Parties agree that the precise damages caused by a breach of this Agreement will be difficult to calculate, and as such, the non-breaching Party shall be entitled to receive Twenty Thousand Dollars and Zero Cents (\$20,000.00) as a liquidated damage, in addition to any reasonable attorneys' fees and costs incurred to enforce this Agreement. The liquidated damages are in addition to any other damages the non-breaching Party may have claim to at law or in equity. The Parties agree that said sum is a proper measure of the liquidated damages the non-breaching Party will sustain if this Agreement is breached and the Parties further agree that said sum is not to be construed in any sense as a penalty.

IN WITNESS WHEREOF, the Parties execute this Agreement, to be effective as of the first date set forth below.

The Hershey Company By: _____ Name: _____ Title: _____ Date: _____	Patients Mutual Assistance Collective Corporation d/b/a Harborside Health Center By: _____ Name: _____ Title: _____ Date: _____
Hershey Chocolate & Confectionery Corporation By: _____ Name: _____ Title: _____ Date: _____	_____ _____ _____ _____

**Exhibit A**

The screenshot shows a web browser window with the URL <https://menu.shoparboreside.com/menus/harbourside-oregon/57028697ecc35a2603b60eeec>. The page title is "MENU". A notification at the top states: "You are not logged into this location. To place an order, please Login or Register." The main product is "JOLLY MEDS | CBD-OO'S | GINGER", which is a "CBD" product with "Ginger Organic Flavoring". The ingredients listed are "Cane Sugar, Corn Syrup, Filtered Water, Natural Organic Flavoring, and Medical Cannabis". The price is "\$12 Each". Below the main product is a "RELATED PRODUCTS" section featuring three items: "JAYDEN'S JUICE | CBD MCT OIL | 5 OZ", "LEMON REMEDY (S/T) (CBD) | 17.55-200-380", and "PRANA | P2 ACTIVE | 10 MG 30 QTY". A small status box in the bottom right corner indicates the menu is for "Tuesday, March 28, 2017" with a "Local Time" of "Tue 3:33 PM" and a "Revised" time of "Tue 9:31 PM".

**Exhibit B**

HarborSide Oakland

Secure | <https://menu.shopharborside.com/menu#/harborside-oakland/17026897enc99h3601b5beaa>

MENU

You are not logged into this location. To place an order, please [Login](#) or [Register](#).

**JOLLY MEDS | CBD-OO'S | STRAWBERRY**

**CBD**

Strawberry Organic Flavoring

Cane Sugar, Corn Syrup, Filtered Water, Natural Organic Flavoring, and Medical Cannabis

**\$12**  
Each

**RELATED PRODUCTS**

**JAYDEN'S JUICE | CBD MCT OIL | 5 OZ**

**LEMON REMEDY (S/I) (CBD) - 17.55-200-380**

**PRANA | P2ACTIVE | 10 MG 30 QTY**

Tuesday, March 28, 2017  
Local Time Tue 3:04 PM  
Berlin Tue 9:34 PM

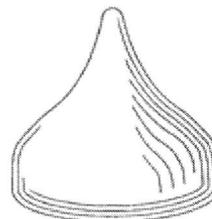
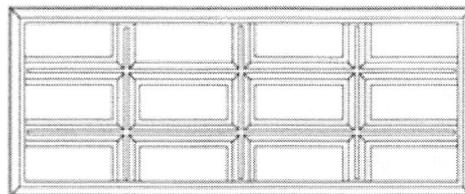
**Exhibit C**

The screenshot shows a web browser window with the URL <https://menu.shopharborside.com/menu/2a1b0m1de-oakland/1762c297-ec95b340-7b5bee8>. The page title is "MENU". A notification at the top states: "You are not logged into this location. To place an order, please [Login](#) or [Register](#)." The main product is "JOLLY MEDS | CBD-OO'S | TANGERINE", which is a CBD product containing 3mg THC and 30mg CBD. It is described as "Tangerine Organic Flavoring" and lists ingredients: "Cane Sugar, Corn Syrup, Filtered Water, Natural Organic Flavoring, and Medical Cannabis". The price is "\$12 Each". Below the main product is a "RELATED PRODUCTS" section featuring three items: "JAYDEN'S JUICE | CBD MCT OIL | 5 OZ", "LEMON REMEDY (5:1) (CBD) - 17-55-200-380", and "PRANA | P2 ACTIVE | 10 MG 30 QTY". A timestamp in the bottom right corner reads: "Tuesday, March 28, 2017 Local Time Tue 3:34 PM Berlin Tue 5:34 PM".

Exhibit D

5TH AVENUE  
AIR DELIGHT  
ALMOND JOY  
AWESOME TWOSOME  
BAKING MELTS  
BITS OF BRICKLE  
BLISS  
BREATH SAVERS  
BROOKSIDE  
BUBBLE YUM  
CADBURY  
CADBURY CRÈME EGG  
CARAMELLO  
CAREFREE  
CHOCOLATE WORLD  
DAGOBA  
DAIRY MILK  
FAST BREAK  
GOLDEN ALMOND  
GOOD & FIERY  
GOOD & FRUITY  
GOOD & PLENTY  
HEATH  
HERSHEY'S  
HERSHEY'S BLISS  
HERSHEY-ETS  
HUGS  
HUGS & KISSES  
ICE BREAKERS  
ICE BREAKERS ICE CUBES  
ICE CUBES  
JOLLY RANCHER  
KISSES  
KIT KAT  
KRACKEL  
KRAVE  
LANCASTER  
LORENA  
MILK DUDS  
MILKSHAKE  
MOUNDS  
MR. GOODBAR  
NIBS  
NUTRAGEOUS  
PAYDAY  
PELANAZO

PELON  
PELON PELO RICO  
PELONETA  
PELONETES  
PICOSITOS  
POT OF GOLD  
PULL 'N' PEEL  
RALLY  
REESE'S  
REESE'S PIECES  
ROLO  
ROYAL DARK  
SCHARFFEN BERGER  
SIMPLE PLEASURES  
SKOR  
SOFIT  
SPECIAL DARK  
SYMPHONY  
TAKE5  
TWIZZLERS  
WHATCHAMACALLIT  
WHOPPERS  
YORK  
YOUNG & SMYLYE  
ZAGNUT  
ZERO



Orange in connection with products containing peanut butter or characterized by peanut butter flavor

## EXHIBIT E



Evoke Law, PC  
244 California St., Suite 507  
San Francisco, CA 94111-4354  
iplaw@evoke.law • 415.398.3141  
*Trademark & Copyright Law*

**FOR SETTLEMENT PURPOSES PURSUANT TO FRE 408  
AND CAL. EVIDENCE CODE 1152**

June 21, 2017

**VIA EMAIL ([awright@taftlaw.com](mailto:awright@taftlaw.com))**

Ms. Amy L. Wright  
Taft Stettinius & Hollister LLP  
One Indiana Square, Suite 3500  
Indianapolis, IN 46204

Re: Harborside  
JOLLY RANCHER Trademark

Dear Ms. Wright:

Pursuant to your letter dated June 9, 2017, Harborside responds to Hershey's requests:

1. Harborside is in the process of gathering the requested gross profits information.
2. Harborside no longer possesses any infringing items. Harborside has relabeled the products and destroyed and disposed of the infringing labels. As you can imagine, the labels once removed were a "heaping mess." A declaration affirming the same is attached as Exhibit A.

In consideration for Harborside's cooperation, please confirm that Hershey will not take further action against Harborside in connection with this matter. Once this is confirmed, Harborside will promptly send over its gross profit information. Nothing in this letter should be construed as an admission of liability, wrongdoing, or as a waiver of Harborside's rights or defenses, all of which are expressly reserved. Please contact us if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Mary L. Shapiro".

Mary L. Shapiro

**EXHIBIT A**

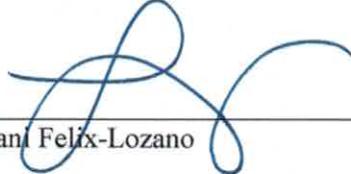
**Declaration of Lani Felix-Lozano**

I, Lani Felix-Lozano, hereby state and declare as follows:

1. I am the Director of Compliance of Patients Mutual Assistance Collective Corp. d/b/a Harborside (“**Harborside**”).
2. I am personally familiar with all of the facts and circumstances set forth in this declaration and could and would testify competently to the same if required.
3. As of the date of this declaration, Harborside does not possess or have control of any items or labels bearing the “JOLLY MEDS” mark.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 6/21/17

  
\_\_\_\_\_  
Lani Felix-Lozano

JS-CAND 44 (Rev. 06/17)

**CIVIL COVER SHEET**

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
 PATIENTS MUTUAL ASSISTANCE COLLECTIVE CORPORATION, dba  
 HARBORSIDE HEALTH CENTER

**(b)** County of Residence of First Listed Plaintiff ALAMEDA  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorneys (Firm Name, Address, and Telephone Number)  
 Henry G. Wykowski, Esq.  
 Wykowski & Associates; 235 Montgomery St., Suite 657  
 San Francisco, CA 94104

**DEFENDANTS**  
 THE HERSHEY COMPANY and HERSHEY CHOCOLATE &  
 CONFECTIONARY CORPORATION

County of Residence of First Listed Defendant  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
 THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff  3 Federal Question  
 (U.S. Government Not a Party)

2 U.S. Government Defendant  4 Diversity  
 (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	625 Drug Related Seizure of Property 21 USC § 881	422 Appeal 28 USC § 158	375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	690 Other	423 Withdrawal 28 USC § 157	376 Qui Tam (31 USC § 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<b>LABOR</b>	<b>PROPERTY RIGHTS</b>	400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	710 Fair Labor Standards Act	820 Copyrights	410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment Of Veteran's Benefits	<input type="checkbox"/> 330 Federal Employers' Liability	720 Labor/Management Relations	830 Patent	430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	740 Railway Labor Act	835 Patent—Abbreviated New Drug Application	450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	751 Family and Medical Leave Act	<input checked="" type="checkbox"/> 840 Trademark	460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	790 Other Labor Litigation	<b>SOCIAL SECURITY</b>	470 Racketeer Influenced & Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	791 Employee Retirement Income Security Act	861 HIA (1395ff)	480 Consumer Credit
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<b>IMMIGRATION</b>	862 Black Lung (923)	490 Cable/Sat TV
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury -Medical Malpractice	462 Naturalization Application	863 DIWC/DIWW (405(g))	850 Securities/Commodities/Exchange
<input type="checkbox"/> 196 Franchise	<b>CIVIL RIGHTS</b>	465 Other Immigration Actions	864 SSID Title XVI	890 Other Statutory Actions
<b>REAL PROPERTY</b>	<input type="checkbox"/> 440 Other Civil Rights		865 RSI (405(g))	891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting		<b>FEDERAL TAX SUITS</b>	893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment		870 Taxes (U.S. Plaintiff or Defendant)	895 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations		871 IRS—Third Party 26 USC § 7609	896 Arbitration
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 445 Amer. w/Disabilities—Employment			899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 446 Amer. w/Disabilities—Other			950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 448 Education			
	<b>PRISONER PETITIONS</b>			
	<input type="checkbox"/> 463 Alien Detainee			
	<input type="checkbox"/> 510 Motions to Vacate Sentence			
	<input type="checkbox"/> 530 General			
	<input type="checkbox"/> 535 Death Penalty			
	<b>OTHER</b>			
	<input type="checkbox"/> 540 Mandamus & Other			
	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 555 Prison Condition			
	<input type="checkbox"/> 560 Civil Detainee—Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding  2 Removed from State Court  3 Remanded from Appellate Court  4 Reinstated or Reopened  5 Transferred from Another District (specify)  6 Multidistrict Litigation—Transfer  8 Multidistrict Litigation—Direct File

**VI. CAUSE OF ACTION** Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 28 U.S.C § 2201  
 Brief description of cause:  
 Declaratory Relief

**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.  DEMAND \$  CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S), IF ANY** (See instructions): JUDGE  DOCKET NUMBER

**IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)**  
 (Place an "X" in One Box Only)  SAN FRANCISCO/OAKLAND  SAN JOSE  EUREKA-MCKINLEYVILLE

DATE 12/18/17 SIGNATURE OF ATTORNEY OF RECORD 