

LAW OFFICES OF  
SCOTT LEE SHABEL  
11845 W. OLYMPIC BOULEVARD, SUITE 1000  
LOS ANGELES, CALIFORNIA 90064  
TELEPHONE (310) 447-3277  
FACSIMILE (310) 447-3288  
shabel@labusinesslawyer.com

February 14, 2017

**OUR FILE: SAGE**

By email: [Magick@WyldWitchery.com](mailto:Magick@WyldWitchery.com)  
Confirmation by Priority Mail

Lila Elwood  
Mina Renwick  
WILD WITCHERY  
11 Westover Street  
Hampton, VA 23669

Jessica Seabold  
115 Ares Street  
Hampton, Virginia 23665

Re: Trademark Infringement and Unfair Competition by Wild Witchery

Ladies:

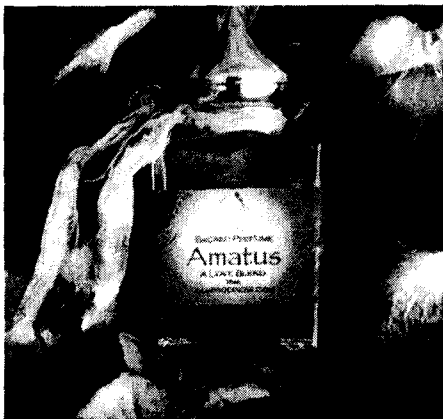
I represent Sage Goddess, Inc. ("SGI") in connection with intellectual property matters.

My firm has detected acts of trademark infringement and unfair competition by you, doing business as Wild Witchery through at least the following venues:

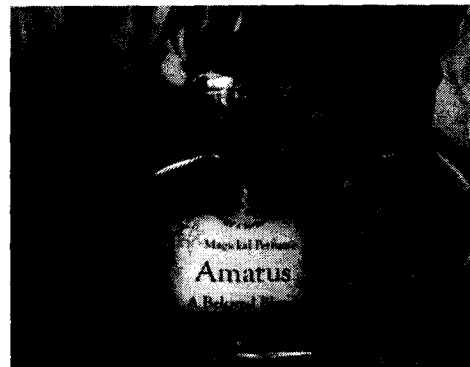
[www.wyldwitchery.com](http://www.wyldwitchery.com), and  
[www.etsy.com/shop/WildWitcheryShope?ref=12-shopheader-name](http://www.etsy.com/shop/WildWitcheryShope?ref=12-shopheader-name)

Your infringements include infringing use of SGI's trademarks "AMATUS" and "YULE" and trade dress for perfume. See the following side-by-side depictions of SGI's products and example infringing products:

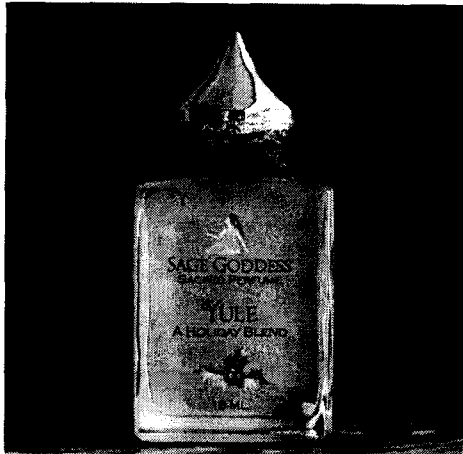
Sage Goddess Products



Wild Witchery Infringements



Lila Elwood  
Mina Renwick  
Jessica Seabold  
February 14, 2017  
Page 2



Other products marketed by you may be infringements as well. You, of course, know which of the products marketed by you are sold under trademarks and/or trade dress copied from others.

In infringing SGI's rights you are violating, among other laws and statutes, 15 U.S.C. § 1125, pursuant to which you would be subject to an injunction and liable to SGI for the damages arising from your infringements and for all money received by you from marketing infringing works, with deductions for certain costs if any such costs exists. You also may be subject to paying SGI's attorney fees and costs, and liable for sanctions under other statutes as well if we are forced to prosecute a case against you.

Dealers, e-commerce sites and others who have participated in the marketing and distribution of your infringing products may be liable as well.

**I suggest that you consult with your own legal counsel about this matter.**

I have been authorized by SGI to make a settlement proposal to you now. **You have until February 24, 2017 to (1) destroy (a) all inventory of products packaged in infringing trade dress shown above, (b) all inventory of products bearing the mark "AMATUS", and (c) all perfume bearing the mark "YULE," and (2) deliver to SGI a \$5,000 payment in the form of a certified check.**

In the meantime, we demand that you

- (i) Immediately cease and desist from, directly and/or indirectly, displaying, publishing, distributing, offering for sale, and/or selling any and all products that that include trade dress shown above and/or bear the mark

Lila Elwood  
Mina Renwick  
Jessica Seabold  
February 14, 2017  
Page 3

"AMATUS," and immediately cease and desist from, directly and/or indirectly, displaying, publishing, distributing, offering for sale, and/or selling perfume under the mark "YULE." This includes immediately removing, or having removed, all images and descriptions of such products from all websites, including the following:

www.wyldwitchery.com, and  
www.etsy.com

and all social media websites (*e.g.*, Facebook, Twitter and SnapChat) as well.

And,


(ii) Retain all your records of sales of the above-described infringing products -- for if this matter is not resolved and you do destroy or remove such records, you may be liable for spoliation (*i.e.*, destruction or alteration) of evidence.

As indicated above, you, of course, should consider consulting with your own attorney. In any event, should respond to the undersigned regarding this matter by February 24, 2017.

Nothing written in, or absent from, this letter should be considered a waiver by or on behalf of Sage Goddess, Inc. of any of its rights, and all statements in this letter should be considered to be statements made in the course of attempting to negotiate a resolution of a dispute.

Very truly yours,

LAW OFFICES OF SCOTT LEE SHABEL

By:   
\_\_\_\_\_  
Scott Lee Shabel

SLS:jm

cc: Sage Goddess, Inc.