

FILED

FEB 21 2006

**MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT**

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WM. WRIGLEY JR. COMPANY, a)
Delaware corporation,)
)
Plaintiff,)
)
v.)
)
CADBURY ADAMS USA LLC, a Delaware)
limited liability company,)
)
Defendant.)

**06CV941
JUDGE DER YEGHIAYAN
MAGISTRATE JUDGE BROWN**

Jury Trial Demanded

COMPLAINT

Plaintiff Wm. Wrigley Jr. Company ("Wrigley") for its complaint against defendant Cadbury Adams USA LLC ("Cadbury") seeking damages, injunctive relief and other relief for trade dress infringement, alleges as follows:

PARTIES

1. Wm. Wrigley Jr. Company is a Delaware corporation with its principal place of business at 410 North Michigan Avenue, Chicago, Illinois 60611.
2. On information and belief, Cadbury Adams USA LLC is a Delaware limited liability company with its principal place of business at 400 Interpace Parkway, Parsippany, New Jersey 07054.

JURISDICTION AND VENUE

3. This Court has jurisdiction over Wrigley's trade dress infringement claims under 28 U.S.C. §§ 1331 and 1338(a) and 15 U.S.C. § 1121.
4. This Court has personal jurisdiction over Cadbury because it has transacted and is transacting business in this District, and has made, used, offered for sale, or sold products that infringe the trade dress in this judicial district.

5. Venue properly lies in this Court under 28 U.S.C. §§ 1391(b) and (c) because Cadbury is subject to personal jurisdiction and has committed acts of trade dress infringement in this District.

CADBURY INFRINGES WRIGLEY'S TRADE DRESS

6. Wrigley has since at least as early as 2001 used a distinctive trade dress for packaging features of consumable products ("Wrigley Trade Dress"), such as gum.

7. The Wrigley Trade Dress consists of at least the following packaging elements: a curved edge along a face of the packaging; a half circle design on the lower portion of a face of the packaging; and the display of the product when the packaging is in an open position such that a portion of the products is visible.

8. The Wrigley Trade Dress is non-functional--it is not essential to the packaging's purpose and it is not dictated by concern for cost efficiency. This is evidenced by the fact that at least one of the accused products offered by Cadbury was until recently packaged without any of these elements.

9. The Wrigley Trade Dress is distinctive and identifies Wrigley as the source of its products. Additionally, over the years, the Wrigley Trade Dress has acquired secondary meaning as the consuming public has come to associate the Wrigley Trade Dress with Wrigley.

10. Cadbury makes, uses, markets, offers for sale, and sells products which infringe the Wrigley Trade Dress, including, but not limited to, the Trident[®] E-Z Close Pack[™], DENTYNE ICE[®] Soft Chew Pack and DENTYNE FIRE[®] Soft Chew Pack.

COUNT I

Infringement of Wrigley Trade Dress by Trident[®] E-Z Close Packs[™]

11. Wrigley realleges and incorporates by reference the allegations in Paragraphs 6 through 10 of its Complaint.

12. Upon information and belief, Cadbury adopted its trade dress for at least its Trident[®] E-Z Close Packs[™] with knowledge of the Wrigley Trade Dress.

13. Cadbury deceptively used, and continues to use, confusingly similar trade dress to the Wrigley Trade Dress, which is likely to cause confusion, to cause mistake and to deceive as to Cadbury's affiliation, connection or association with Wrigley.

14. Cadbury's acts are calculated to deceive, or are likely to deceive, the public who recognizes and associates the Wrigley Trade Dress with Wrigley. Moreover, this conduct is likely to cause confusion, to cause mistake or to deceive the public as to the source of Cadbury's products, or as to a possible affiliation with or sponsorship by Wrigley.

15. Cadbury's conduct has caused Wrigley to suffer and, unless enjoined by the Court, will cause Wrigley to continue to suffer damage to its operation, reputation, and goodwill, and will suffer the loss of sales and profits that Wrigley would have made but for Cadbury's acts. Cadbury has been, and will continue to be, unjustly enriched by its unlawful acts.

16. Wrigley has no adequate remedy at law. Cadbury's conduct has caused and, if not enjoined, will continue to cause irreparable damage to Wrigley. As a result of Cadbury's wrongful conduct, Wrigley is entitled to injunctive relief.

COUNT II

Infringement of Wrigley Trade Dress by DENTYNE ICE[®] and DENTYNE FIRE[®] Soft Chew Packs

17. Wrigley realleges and incorporates by reference the allegations in Paragraphs 6 through 10 of its Complaint.

18. Upon information and belief, Cadbury adopted its trade dress for at least its DENTYNE ICE[®] and DENTYNE FIRE[®] Soft Chew Packs with knowledge of the Wrigley Trade Dress.

19. Cadbury deceptively used, and continues to use, confusingly similar trade dress to the Wrigley Trade Dress, which is likely to cause confusion, to cause mistake and to deceive as to Cadbury's affiliation, connection or association with Wrigley.

20. Cadbury's acts are calculated to deceive, or are likely to deceive, the public who recognizes and associates the Wrigley Trade Dress with Wrigley. Moreover, this conduct is likely to cause confusion, to cause mistake or to deceive the public as to the source of Cadbury's products, or as to a possible affiliation with or sponsorship by Wrigley.

21. Cadbury's conduct has caused Wrigley to suffer and, unless enjoined by the Court, will cause Wrigley to continue to suffer damage to its operation, reputation, and goodwill, and will suffer the loss of sales and profits that Wrigley would have made but for Cadbury's acts. Cadbury has been, and will continue to be, unjustly enriched by its unlawful acts.

22. Wrigley has no adequate remedy at law. Cadbury's conduct has caused and, if not enjoined, will continue to cause irreparable damage to Wrigley. As a result of Cadbury's wrongful conduct, Wrigley is entitled to injunctive relief.

RELIEF REQUESTED

WHEREFORE, Wrigley requests that the Court enter a judgment in Wrigley's favor and against Cadbury and provide Wrigley the following relief:

- A. Order, adjudge, and decree that Cadbury has infringed the Wrigley Trade Dress under 15 U.S.C. § 1125(a);
- B. Order, adjudge, and decree that Cadbury willfully and knowingly infringed the Wrigley Trade Dress;
- C. Issue preliminary and permanent injunctive relief prohibiting Cadbury and its respective parents, subsidiaries, principals, officers, agents, affiliates, servants,

attorneys, employees, and all others in privity with it from using any trade dress which is likely to be confused with the Wrigley Trade Dress;

- D. Order Cadbury to identify and recall from customers and destroy all infringing materials, including but not limited to all packaging and advertising incorporating the infringing trade dress or any other trade dress confusingly similar to the Wrigley Trade Dress;
- E. Award Wrigley damages for trade dress infringement including prejudgment interest and costs against Cadbury under 15 U.S.C. § 1117;
- F. Award Wrigley three times its damages to compensate Wrigley under 15 U.S.C. § 1117;
- G. Award Wrigley its reasonable attorneys' fees under 15 U.S.C. § 1117; and
- H. Award such other and further relief as the Court may deem just.

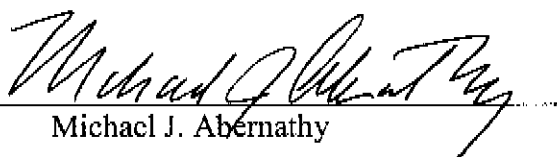
JURY DEMAND

Wrigley demands trial by jury.

Dated: February 21, 2006

Respectfully submitted,

WM. WRIGLEY JR. COMPANY



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