

1 **LAW OFFICES OF DONALD W. HUDSPETH, P.C.**  
2 **Donald W. Hudspeth (012198)**  
3 **Kristopher K. Rezagholi (025710)**  
4 **3030 N. Central Ave, Suite 604**  
5 **Phoenix, Arizona 85012**  
6 **(602) 265-7997 - Telephone**  
7 **(602) 265-6099 - Fax**  
8 Attorneys for Plaintiff

9  
10  
11 **IN THE UNITED STATES DISTRICT COURT**  
12 **FOR THE DISTRICT OF ARIZONA**  
13

14 DON MEDICINE WOLF, a single man,  
15  
16 Plaintiff,

17 v.

18 AMBAYA PILAR MARTIN, a single  
19 woman, SACRED HEALTH, LLC an  
20 Arizona limited liability company.  
21 AMBAYA GOLD HEALTH PRODUCTS,  
22 LLC, an Arizona limited liability company,  
23 11-ELEMENTS, LLC, an Arizona limited  
24 liability company, UNI-VERSE DRAVYA  
25 DHARMI, LLC, an Arizona limited  
26 liability company, ELECTRO -  
27 ENERGETICS, LLC, an Arizona limited  
liability company,

Defendants.

Case No.

**VERIFIED COMPLAINT**

- Count I:** Violation of the Lanham Act
- Count II:** Breach of Fiduciary Duty
- Count III:** Fraudulent Transfer
- Count IV:** Breach of Contract
- Count V:** Unjust Enrichment
- Count VI:** Promissory Estoppel
- Count VII:** Misappropriation of Trade Secrets
- Count VIII:** Passing Off
- Count IX:** Assault and Battery
- Count X:** Intentional Infliction of Emotional Distress;
- Count XI:** Civil Theft/Conversion
- Count XII:** Declaratory Judgment
- Count XIII:** Injunctive Relief

(JURY TRIAL REQUESTED)

**COMPLAINT**

**INTRODUCTION**

1. Plaintiff, DON MEDICINE WOLF (hereinafter referred to as "Plaintiffs") alleges the following against Defendants, AMBAYA PILAR MARTIN ("MS. MARTIN"), SACRED HEALTH, LLC ("Sacred Health"), AMBAYA GOLD HEALTH PRODUCTS,

1 LLC (“Ambaya Gold”), 11-ELEMENTS, LLC, UNI-VERSE DRAVYA DHARMI, LLC,  
2 ELECTRO-ENERGETICS, LLC (collectively referred to as “Defendants”).

3 **THE PARTIES**

4 2. Plaintiff resides in Arizona.

5 3. Upon information and belief, Defendant AMBAYA PILAR MARTIN (“MS.  
6 MARTIN”) resides in Arizona.

7 4. Upon information and belief, Defendant SACRED HEALTH, LLC is an  
8 Arizona limited liability company with its principal place of address being 10 Gideon Rd.  
9 Sedona, Arizona 86336.

10 5. Upon information and belief, Defendant AMBAYA GOLD HEALTH  
11 PRODUCTS, LLC, is an Arizona limited liability company with its principal place of  
12 address being 105 Navajo Drive, Sedona, Arizona 86336.

13 6. Upon information and belief, Defendant 11-ELEMENTS, LLC, an Arizona  
14 limited liability company, with its principal place of address being 105 Navajo Drive,  
15 Sedona, Arizona 86336.

16 7. Upon information and belief, Defendant UNI-VERSE DRAVYA DHARMI,  
17 LLC, an Arizona limited liability company, with its principal place of address being 105  
18 Navajo Drive, Sedona, Arizona 86336.

19 8. Upon information and belief, Defendant ELECTRO - ENERGETICS, LLC,  
20 an Arizona limited liability company, with its principal place of address being 105 Navajo  
21 Drive, Sedona, Arizona 86336.

22 **JURISDICTION AND VENUE**

23 9. This matter arises under Federal law and raises a Federal question, thus this  
24 Court has jurisdiction pursuant to: a) the United States Constitution, Article III, §2; b) 28  
25 U.S.C. § 1331; c) 28 U.S.C. § 1338; and d) 15 U.S.C. § 1121(a).

26 10. This Court has supplemental jurisdiction over state claims pursuant to 28  
27 U.S.C. § 1367.



1           22. “Neuro Magic’s” purpose was to offer “brain training technology” which  
2 created “new neural pathways.”

3           23. Ms. Martin held herself out to be a “licensed practitioner” of said “brain  
4 training technology.”

5           24. Sometime in early 2007, Plaintiff and Ms. Martin discussed forming a business  
6 partnership.

7           25. At the time, Plaintiff felt such a business arraignment was in his interest as he  
8 is an elderly man with limited means or ability to reach a mass audience and, despite his  
9 talent for creating wellness products and formulas, is naïve in matters of business.

10          26. Upon information and belief, Ms. Martin also felt this would be an  
11 advantageous relationship as she lacked the training, knowledge and expertise to create  
12 wellness products on her own.

13          27. Therefore, Plaintiff and Ms. Martin formed a new business venture called  
14 “Sacred Health.”

15          28. Plaintiff and Ms. Martin agreed that they would be partners in Sacred Health  
16 with all profits and revenue split equally.

17          29. As consideration Plaintiff would manufacture his proprietary intellectual  
18 property, i.e. the Medicine Wolf Products for sale through Sacred Health. However, it was  
19 understood between Ms. Martin and Plaintiff that the Medicine Wolf Products were: 1) the  
20 culmination of Plaintiff’s life work; 2) Plaintiff’s trade secrets; and 3) would remain the  
21 intellectual property of Plaintiff.

22          30. Plaintiff took several steps to ensure secrecy of his formulas. Plaintiff devised  
23 a coded system for the formulas that created the Medicine Wolf Products such that anyone  
24 reviewing the formulas would not be able to reproduce them without additional information.

25          31. As consideration for Ms. Martin’s interest in Sacred Health, Ms. Martin  
26 agreed to create a website to promote and serve as a virtual store front for the Medicine  
27

1 Wolf Products (the “Sacred Health Website”), as well as funding for manufacturing and  
2 distribution of the Medicine Wolf Products.

3 32. On or about September 28, 2007, Ms. Martin organized Defendant Sacred  
4 Health, LLC with the Arizona Corporation Commission.

5 33. Ms. Martin failed to list Plaintiff as a Member of Sacred Health despite her  
6 agreement that Plaintiff was an equal partner in Sacred Health.

7 34. Even though Ms. Martin fails to list Plaintiff as a Member of Sacred Health,  
8 Ms. Martin subsequently assented and acknowledged to Plaintiff’s ownership as she  
9 repeatedly referred to Plaintiff as a “co-owner,” and “co-creator” of Sacred Health and her  
10 “business partner,” on the Sacred Health Website, in interviews and in statements to other  
11 third parties and because of these statements Plaintiff had no reason to suspect he was not co-  
12 owner of Sacred Health.

13 35. Sacred Health began to grow rapidly, attracting a dedicated following of  
14 cliental and attention from larger distributors.

15 36. Upon information and belief, Ms. Martin neglected to pay all local, state and  
16 federal taxes related to Sacred Health.

17 37. Upon information and belief, Ms. Martin violated numerous state and federal  
18 employment and taxing laws. For example, many “employees” of Sacred Health were paid  
19 in cash and said payments went unreported to the Internal Revenue Service.

20 38. Upon information and belief, once Ms. Martin realized the full potential of  
21 Sacred Health she devised a scheme to assume one hundred percent of the revenue.

22 39. On or about September 8, 2008, Ms. Martin organized Defendant Ambaya  
23 Gold with the Arizona Corporation Commission. Upon information and belief, this was  
24 done, in part, because Ms. Martin realized she had made public statements identifying  
25 Plaintiff as co-owner of Sacred Health, therefore, a new company was needed which Plaintiff  
26 would have no ownership claim.

27

1           40.     Upon information and belief, Ms. Martin had no legitimate business reason for  
2 forming Ambaya Gold other than to exclude Plaintiff from any claim to fifty percent of all  
3 revenue generated from the Medicine Wolf Product.

4           41.     Upon information and belief, Ambaya Gold, 11-Elements, LLC, Uni-Verse  
5 Dravya Dharmi, LLC and Electro – Energetics, LLC were created in part to: 1) transfer  
6 assets out of Sacred Health; 2) divest Plaintiff out of his ownership interest in Sacred Health;  
7 3) divest Plaintiff of his interest in the Medicine Wolf Products; 4) decrease the amount of  
8 profits and returns due to Plaintiff; and 5) create shell entities to fraudulently insulate Ms.  
9 Pilar from creditors and liability, including claims of Plaintiff.

10          42.     Upon information and belief, Ms. Pilar's transfer of assets out of Sacred Health  
11 left Sacred Health insolvent.

12          43.     Upon information and belief, Sacred Health is now a defunct entity and does  
13 not conduct any business.

14          44.     At the time, Plaintiff did not think anything was amiss as Ms. Martin explained  
15 that Sacred Health was simply changing its name to Ambaya Gold, that it was still the same  
16 company and Plaintiff was still co-owner.

17          45.     On or about April of 2010, Plaintiff realized that he was not being treated as a  
18 partner, that Ambaya Gold was quite profitable, that Ms. Martin had used company funds on  
19 personal expenses, and that Plaintiff was not receiving a fair compensation.

20          46.     Upon information and belief, Ms. Martin had become increasingly hostile  
21 toward Plaintiff insisting that he remain in the lab, and stop wandering around the office.

22          47.     Upon information and belief, this was done because Ms. Martin was growing  
23 increasingly concerned that Plaintiff would discover that Ms. Martin was attempting to  
24 consummate a large distribution deal which would result in a sizeable profit.

25          48.     Upon information and belief, on or about May of 2010, Ms. Martin held a  
26 secret meeting with Ambaya Gold staff informing them that she was the sole owner of  
27 Ambaya Gold and creator of the Medicine Wolf Products. Around the same time, Ms.

1 Martin had begun making multiple copies of Plaintiff's Medicine Wolf Product's secret  
2 formulations.

3 49. On or about May of 2010, Plaintiff had received word of Ms. Martin's  
4 statements and became terrified that Ms. Martin would steal his product formulations.  
5 Plaintiff then attempted to leave Ambaya Golf with his original handwritten notes which  
6 contained the Medicine Wolf Product formulations. However, Ms. Martin saw Plaintiff  
7 attempting to leave, physically assaulted him and forced Plaintiff back into his lab.

8 50. On or about June of 2010, Plaintiff's expressed his desire to leave Ambaya  
9 Gold and made clear that he would be taking his trade secret Medicine Wolf Product  
10 formulas with him.

11 51. In an attempt to head this off, Ms. Martin and her brother drafted a licensing  
12 and royalty agreement whereby Plaintiff would grant an exclusive license to Ambaya Gold  
13 for continued use of the Medicine Wolf Products ("Royalty Agreement").

14 52. The Royalty Agreement acknowledges that the product formulations are  
15 "Trade Secrets" and that said "Trade Secrets" are the property of Plaintiff.

16 53. Plaintiff refused to sign the Royalty Agreement.

17 54. A few days later Plaintiff did manage to leave Ambaya Gold with his formulas.  
18 However, Defendants improperly retained copies of all formulas.

19 55. On or about June 21, 2010, Plaintiff sent Ms. Martin a letter demanding she  
20 immediately cease and desist using the Medicine Wolf Products and to return and/or destroy  
21 all improperly stored copies of Plaintiff's trade secret formulas.

22 56. Defendant Ambaya Gold has registered "Medicine Wolf" as a trademark of  
23 Ambaya Gold. Plaintiff has demanded that this trademark be withdrawn but Defendants  
24 refuse.

25 57. Upon information and belief, Defendants continue to promote, manufacture,  
26 sell and distribute the Medicine Wolf Products over Plaintiff's objection.

27

1 58. Upon information and belief, Defendants have not been able to duplicate all  
2 aspects of Plaintiff's formulas. Defendants are producing substandard and potentially  
3 harmful products to the consumer.

4 59. Plaintiff's reputation is being damaged by the actions of Defendants.

5 60. Upon information and belief, since leaving Ambaya Gold Plaintiff has been  
6 targeted for intimidation for intimidation by Ambaya Gold and/or those representing to be  
7 acting on its behalf.

8 61. Upon information and belief, since leaving Ambaya Gold, agents of Ambaya  
9 Gold have attempted to locate Plaintiff's whereabouts by speaking with, and in some cases,  
10 physically intimidating, Plaintiff's friends and family. These acts, combined with Plaintiff's  
11 advanced age, have caused him undue fear and stress.

12 COUNT I: VIOLATION OF LANHAM ACT

13 62. Plaintiff realleges and incorporates by reference all paragraphs above.

14 63. Defendants are in violation of 15 USC §§ 1051 *et al*, also known more  
15 commonly as the "Lanham act" which gives rises to civil claims.

16 64. Defendants have caused to be filed a trademark with the United States Patent  
17 and Trademark Office belonging to Plaintiff.

18 65. Defendants have made a false designation of origin, false or misleading  
19 description of fact, or false or misleading representation of fact, which is likely to cause  
20 confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association  
21 of such person with another person, or as to the origin, sponsorship, or approval of his or her  
22 goods, services, or commercial activities by another person.

23 66. Defendants have made a false designation of origin, false or misleading  
24 description of fact, or false or misleading representation of fact which in commercial  
25 advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic  
26 origin of his or her or another person's goods, services, or commercial activities.

27

1 67. Defendants have caused other violations of the Lanham Act giving rise to civil  
2 liability.

3 68. Plaintiff has suffered damages as a result of these violations of the Lanham  
4 Act.

5 **WHEREFORE, Plaintiff prays for:**

6 (A) Judgment against Defendants in the amount of actual damages, lost profits and  
7 punitive damages, plus interest to be determined by this Court;

8 (B) Costs and attorneys' fees;

9 (C) Injunctive relief; and

10 (D) Such other further relief as this Court deems appropriate.

11 COUNT II: BREACH OF FIDUCIARY DUTIES

12 69. Plaintiff realleges and incorporates by reference all paragraphs above.

13 70. Defendants owe a fiduciary duty to Plaintiff.

14 71. Defendants have a fiduciary duty to act in good faith, to show care and loyalty  
15 to each other, and to conserve company property, refrain from self-dealing and protect the  
16 interests and investments of Plaintiff.

17 72. Defendants have breached their fiduciary duties to act in good faith and  
18 loyalty, care, loyalty, conserve company property, refrain from self-dealing and to protect the  
19 interests and investments of Plaintiff by, among other things, entering into a purported  
20 agreement whereby Sacred Health would transfer all assets and real property to Ambaya  
21 Gold and/or other Defendants.

22 73. Defendants were, or should have been, aware that they had no legal basis for  
23 entering into such an agreement without the explicit consent of Plaintiff.

24 74. Defendants have also engaged in acts of self dealing by entering into  
25 agreements with and amongst themselves and third parties for the purpose of "squeezing  
26 out" Plaintiff.  
27

1 75. Defendants' actions are for the purpose of achieving a financial gain at the  
2 expense of the Plaintiff.

3 76. Thus, Defendants' actions have amounted to a breach of their respective  
4 fiduciary duties to Plaintiff.

5 77. Plaintiff has, and will continue to, suffer damages as a result of Defendants  
6 actions.

7 **WHEREFORE, Plaintiff prays for:**

8 (A) Judgment against Defendants in the amount of actual damages, lost profits and  
9 punitive damages, plus interest to be determined by this Court;

10 (B) Costs and attorneys' fees;

11 (C) Injunctive relief; and

12 (D) Such other further relief as this Court deems appropriate.

13 COUNT III: FRAUDULENT TRANSFER

14 78. Plaintiff realleges and incorporates by reference all paragraphs above.

15 79. Defendants' transfer of assets of Sacred Health to Ms. Martin, Ambaya Gold  
16 11-Elements, LLC, Uni-Verse Dravya Dharmi, LLC and/or Electro - Energetics, LLC was a  
17 fraudulent transfer.

18 80. Said transfer of assets was done with intent to defraud and without receipt of  
19 adequate value.

20 81. Sacred Health became insolvent as a result of the obligation and/or transfer of  
21 said assets.

22 82. Upon information and belief, the obligation and/or transfer was done, among  
23 other reasons, for the purposes of: 1) causing damage to Plaintiff; 2) gaining leverage over  
24 Plaintiff in any licensing or buyout negotiations; 3) depriving Plaintiff the benefit of his  
25 investment in Sacred Health; 4) acquire the exclusive use of the Medicine Wolf Products;  
26 and 5) for the financial gain of Defendants.

27 83. Plaintiff has suffered damages as a result of Defendants' fraudulent transfers.

1 **WHEREFORE, Plaintiff prays for:**

2 (A) Judgment against Defendants in the amount of actual damages, lost profits and  
3 punitive damages, plus interest to be determined by this Court;

4 (B) Avoidance of the transfer;

5 (C) Injunctive relief;

6 (D) Appointment of Receiver to administer the assets of Ambaya Gold;

7 (E) Attachment of the fraudulently transferred assets;

8 (F) Costs and attorneys' fees; and

9 (G) Such other further relief as this Court deems appropriate.

10 COUNT IV: BREACH OF CONTRACT

11 84. Plaintiff realleges and incorporates by reference all paragraphs above.

12 85. Plaintiff and Defendants entered into an agreement(s) related to compensation  
13 for use of the Medicine Wolf Products.

14 86. Defendants have breached the agreement(s) by, among other things, failing to  
15 adequately compensate Plaintiff.

16 87. As a result of this breach, Plaintiff has incurred damages.

17 **WHEREFORE, Plaintiff prays for:**

18 (A) Judgment against Defendants in the amount of actual damages, lost profits plus  
19 interest to be determined by this Court;

20 (B) Reversion of any agreement, if such an agreement exists, purporting to grant  
21 Defendants a right to use the Medicine Wolf Products;

22 (C) Costs and attorneys' fees; and

23 (D) Such other further relief as this Court deems appropriate.

24 COUNT V: UNJUST ENRICHMENT

25 88. Plaintiff realleges and incorporates by reference all paragraphs above.

26 89. Defendants have been unjustly enriched by, among other things, use of  
27 Plaintiff's Medicine Wolf Products.

1 90. Plaintiff has been unjustly impoverished at the expense of Defendants'  
2 enrichment.

3 91. To the extent no valid contract or agreement is found to exist, a finding of  
4 unjust enrichment would be appropriate.

5 **WHEREFORE, Plaintiff prays for:**

6 (A) Judgment against Defendants for actual damages and restitution damages plus  
7 interest to be determined by this Court;

8 (B) Costs and attorneys' fees; and

9 (C) Such other further relief as this Court deems appropriate.

10 COUNT VI: PROMISSORY ESTOPPEL

11 92. Plaintiff realleges and incorporates by reference all paragraphs above.

12 93. Defendants have made promises and assurances related to use of the Medicine  
13 Wolf Products and ownership in Sacred Health and/or Ambaya Gold.

14 94. Plaintiff has detrimentally relied on the promises and assurance of Defendants.

15 95. To the extent no valid contract or agreement is found to exist, a finding of  
16 promissory estoppel would be appropriate.

17 **WHEREFORE, Plaintiff prays for:**

18 (A) Judgment against Defendants in the amount of actual damages and restitution  
19 damages, plus interest to be determined by this Court;

20 (B) Costs and attorneys' fees; and

21 (C) Such other further relief as this Court deems appropriate.

22 COUNT VII: - MISAPPROPRIATION OF TRADE SECRETS

23 96. Plaintiff realleges and incorporates by reference all paragraphs above.

24 97. Arizona's "Trade Secrete" statutes create a private cause of action. *See* A.R.S.  
25 § 44-407.

26 98. The formulations that used in the Medicine Wolf Products are the statutorily  
27 protected "Trade Secrets" of Plaintiff.

1 99. Plaintiff has taken reasonable and necessary steps to protect the secrecy of the  
2 Trade Secrets, including but not limited to, requiring requesting that Defendants order its  
3 employees to refrain from viewing the formulas, insisting that no copies be made and using  
4 codes to describe the formulas.

5 100. Plaintiff's Trade Secrets are not generally known outside Plaintiff's business  
6 and/or industry.

7 101. Upon information and belief, upon Defendants improperly obtain a copy of the  
8 Trade Secrets of Plaintiff.

9 102. Upon information and belief, Defendants have, among other things,  
10 incorporated the Trade Secrets into their business.

11 103. Defendants' use of Plaintiff's Trade Secrets gives Defendants an unfair  
12 competitive advantage over Plaintiff.

13 104. Defendants knowingly misappropriated the Trade Secrets of Plaintiff through  
14 improper means.

15 105. Upon information and belief, Defendants have directly benefited from their  
16 misappropriation of Plaintiff's Trade Secrets.

17 106. Upon information and belief, Defendants actions were deliberate and  
18 malicious.

19 107. Therefore, Plaintiff is entitled to damages.

20 **WHEREFORE, Plaintiff prays for:**

21 (A) Judgment against Defendants in the amount of actual damages, lost profits and  
22 exemplary damages, plus interest to be determined by this Court;

23 (B) Costs and attorneys' fees pursuant to A.R.S. § 12-341.01 and § 44-404;

24 (C) Injunctive relief;

25 (D) Contractual remedies;

26 (E) Disgorgement of money derived from misappropriated trade secrets; and

27 (F) Such other further relief as this Court deems appropriate.

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

COUNT VIII: - PASSING OFF/UNFAIR COMPETITION

108. Plaintiff realleges and incorporates by reference all paragraphs above.

109. Plaintiff’s Medicine Wolf Products have acquired a special significance with the public.

110. Defendants use of their product line is, or is likely to, cause confusion with the public with the Medicine Wolf Products.

111. Defendants are intentionally profiting from the name and goodwill created by Plaintiff and his Medicine Wolf Products.

112. As a result Plaintiff has suffered damages.

**WHEREFORE, Plaintiff prays for:**

(A) Judgment against Defendants in the amount of actual damages, lost profits plus interest to be determined by this Court;

(B) Injunctive relief;

(C) Costs and attorneys’ fees; and

(D) Such other further relief as this Court deems appropriate.

COUNT IX: ASSAULT AND BATTERY

113. Plaintiff realleges and incorporates by reference all paragraphs above.

114. Upon information and belief, Plaintiff was verbally and physically assaulted and battered by Ms. Martin.

115. Upon information and belief, Plaintiff was verbally and physically assaulted and battered by the employees and/or agents of Defendants. Said assault and battery was conducted on the premises of Defendants, at the direction of Defendants and/or within the scope of employment with Defendants. Thus, Defendants are liable under a theory of respondent superior for the assault and battery committed by their respective agents and employees.

116. Upon information and belief, said assault and batter was intentional and malicious.

1 117. Plaintiff has been damaged as a result of said assault and battery.

2 **WHEREFORE, Plaintiff prays for:**

3 (A) judgment against Defendants in the amount of actual damages, punitive damages  
4 plus interest to be determined by this Court;

5 (B) Costs and attorneys' fees; and

6 (C) Such other further relief as this Court deems appropriate.

7 COUNT X: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

8 118. Plaintiff realleges and incorporates by reference all paragraphs above.

9 119. Upon information and belief, as a result of the malicious, outrageous and  
10 intentional conduct of Defendants and/or Defendants agents Plaintiff has suffered extreme  
11 emotional distress.

12 120. Plaintiff has been damaged as a result of said emotional distress.

13 **WHEREFORE, Plaintiff prays for:**

14 (A) judgment against Defendants in the amount of actual damages, punitive damages  
15 plus interest to be determined by this Court;

16 (B) Their costs and attorneys' fees; and

17 (C) Such other further relief as this Court deems appropriate.

18 COUNT XI – CIVIL THEFT/CONVERSION

19 121. Plaintiff realleges and incorporates by reference all paragraphs above.

20 122. Defendants have diverted and misappropriated to themselves funds belonging  
21 or due to Plaintiff.

22 123. Defendants knew or had reason to know that said funds belonged or were due  
23 to Plaintiff.

24 124. Defendants knew or had reason to know that they were not entitled to said  
25 funds.

26 125. Defendants have converted said funds for its own use.

27 126. Plaintiff has been damaged Defendants' conversion.

1 **WHEREFORE, Plaintiff prays for:**

2 (A) Judgment against Defendants in the amount of actual damages, lost profits and  
3 punitive damages, plus interest to be determined by this Court;

4 (B) Their costs and attorneys' fees;

5 (C) Injunctive relief;

6 (D) Such other further relief as this Court deems appropriate.

7 COUNT XII: - DECLARATORY RELIEF

8 127. Plaintiff realleges and incorporates by reference all paragraphs above.

9 128. Plaintiff respectfully requests that this Court declare: 1) the Medicine Wolf  
10 Products the intellectual property of Plaintiff; 2) Plaintiff to be a fifty percent owner of  
11 Sacred Health and Ambaya Gold.

12 129. There exists an actual and continuing controversy regarding the ownership of  
13 the Medicine Wolf Products, Sacred Health and Ambaya Gold between Plaintiff and  
14 Defendants.

15 130. Thus, there exists a justiciable controversy appropriate for declaratory relief.

16 **WHEREFORE, Plaintiff prays for:**

17 (A) Declaration that the Medicine Wolf Products the intellectual property of  
18 Plaintiff; Plaintiff to be a fifty percent owner of Sacred Health and Ambaya Gold;

19 (B) Costs and attorneys' fees; and

20 (C) Such other further relief as this Court deems appropriate.

21 COUNT XIII – INJUNCTIVE RELIEF

22 131. Plaintiff realleges and incorporates by reference all paragraphs above.

23 132. Plaintiff respectfully requests that this Court, pursuant to the Lanham Act,  
24 A.R.S. § 44-402; A.R.S. § 44-1007; A.R.S. § 12-1801 and any other relevant authority, issue  
25 a temporary restraining order; preliminary injunction and permanent injunction, enjoining  
26 Defendants from either directly or indirectly: 1) promoting, manufacturing, or selling the  
27 Medicine Wolf Products; 2) disseminating Plaintiff's Trade Secrets; 3) pledging, selling or

1 otherwise divesting Ambaya Gold of its assets or real property; and 4) appointment of a  
2 Receiver to oversee the assets of Ambaya Gold.

3 133. Plaintiffs respectfully request any other equitable relief this Court deems  
4 appropriate.

5 **WHEREFORE, Plaintiff prays for:**

- 6 (A) Injunctive relief;
- 7 (B) Costs and attorneys’ fees; and
- 8 (C) Such other further relief as this Court deems appropriate

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

DATED this 31st day of August, 2010.

**LAW OFFICES OF DONALD W. HUDSPETH, P.C**

s/Kristopher K. Rezagholi  
Donald W. Hudspeth  
Kristopher K. Rezagholi  
Attorneys for Plaintiff

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

**VERIFICATION**

STATE OF ARIZONA            )  
  )  
  ) ss.  
  )  
COUNTY OF YAVAPAI        )

Don Medicine Wolf, being first duly sworn, deposes and states:

That I am the Plaintiff for this matter and that I have read the foregoing Complaint and know the contents thereof and that the same is true to the best of my own personal knowledge.

**DATED** this 24 day of August, 2010.

*Don Medicine Wolf*  
Don Medicine Wolf

The foregoing instrument was acknowledged before me on this 26 day of August, 2010, by Don Medicine Wolf, known to me to be the person whose signature is subscribed above.

*Leanora M. Lagas*  
Notary Public

My Commission Expires:

11-13-12

