

1 **BAKER & MCKENZIE LLP**
James J. Ward (Bar No. 263052)
2 joe.ward@bakermckenzie.com
1901 Avenue of the Stars, Suite 950
3 Los Angeles, California 90067
Telephone: (310) 201-4728
4 Facsimile: (310) 201-4721

5 William F. Dugan (*pro hac vice* application forthcoming)
william.dugan@bakermckenzie.com
6 300 East Randolph Street, Suite 5000
Chicago, Illinois 60601
7 Telephone: (312) 861-4208
Facsimile: (312) 698-2476

8
9 Attorneys for Defendant and Cross-Complainant
MM Enterprises USA, LLC

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES – SANTA MONICA COURTHOUSE**
13

14 JAMES PARKER, an individual,

15 Plaintiff,

16 v.

17 MM ENTERPRISES USA, LLC, a limited
liability company, and DOES 1 through 25,
18 inclusive,

19 Defendants.

20
21 MM ENTERPRISES USA, LLC, a limited
liability company,

22 Cross-Complainant,

23 v.

24 JAMES PARKER, an individual.

25 Cross-Defendant.
26

Case No. 19SMCV00189

Assigned to the Honorable Mark A. Young
for all purposes

**MM ENTERPRISES USA, LLC'S
CROSS-COMPLAINT FOR:**

- 27 (1) **BREACH OF CONTRACT**
- 28 (2) **BREACH OF FIDUCIARY DUTY**
- (3) **BREACH OF DUTY OF
LOYALTY**
- (4) **MISAPPROPRIATION OF
TRADE SECRETS (Cal. Civ. Code
§§ 3426, *et seq.*)**
- (5) **CONVERSION**
- (6) **UNFAIR COMPETITION (Cal.
Bus. & Prof. Code §§ 17200, *et. seq.*)**
- (7) **DECLARATORY RELIEF**

DEMAND FOR JURY TRIAL

Action Filed: January 29, 2019

Dept. M

1 MM Enterprises USA, LLC (“MM USA” or the “Company”) brings this cross-complaint
2 against James Parker (“Parker”) for breach of his fiduciary duties and duty of loyalty, breach of
3 contract, misappropriation of MM USA’s confidential, proprietary, and trade secret information,
4 and other wrongful conduct, all done to inflict harm on the Company for his own personal gain.
5 MM USA hereby alleges as follows:

6 **PARTIES**

7 1. MM USA is a limited liability company duly formed under the laws of the State of
8 Delaware. MM USA’s principal place of business is in Los Angeles County, and at all relevant
9 times addressed herein, Plaintiff was, and is, authorized to do business in the State of California.

10 2. MM USA is informed and believes and based thereon alleges that, at all relevant
11 times addressed herein, Parker resided in, and continues to reside and do business in the County of
12 Los Angeles, State of California.

13 **JURISDICTION AND VENUE**

14 3. Jurisdiction is proper in the Superior Court of the County of Los Angeles, State of
15 California because it has general subject matter jurisdiction and no statutory exceptions to
16 jurisdiction exist.

17 4. This Court has personal jurisdiction over Parker because at all relevant times
18 addressed herein, he resided in, and continues to reside and do business in, the County of Los
19 Angeles, State of California.

20 5. Venue is proper in this Court pursuant to section 395 of the California Code of
21 Civil Procedure.

22 **FACTUAL BACKGROUND**

23 **A. MM USA Hires Parker As A Company Officer**

24 6. On or around June 22, 2017, Parker was hired as Chief Operating Officer (“COO”)
25 of MM USA’s predecessor, Treehouse Capital Management, LLC (“Treehouse”). As the COO,
26 Parker was responsible for, *inter alia*, ensuring that Treehouses’ business operations were efficient
27 and effective and that proper management of resources, distribution of goods and services to
28 customers, and analysis of Treehouses’ systems were conducted.

1 7. On or around January 9, 2018, Parker was appointed as the Chief Financial Officer
2 (“CFO”) of MM USA in connection with MM USA’s organization and the reorganization of
3 Treehouse and other predecessors to MM USA.

4 **B. Parker Obtains a Letter Agreement Governing His Employment**

5 8. In or around February 2018, Parker attempted to obtain a letter agreement to govern
6 his employment as MM USA’s CFO (the “Letter Agreement”).

7 9. Parker was initially responsible for obtaining an employment agreement for co-
8 founder and Chief Executive Officer, Adam Bierman, and co-founder and President, Andrew
9 Modlin. But Parker also proposed and made arrangements to procure his own agreement. He did
10 so by acting as the intermediary between the Company and third parties related to his agreement,
11 by only sharing limited information with Bierman and Modlin, and by withholding other material
12 information relating to the process and his compensation.

13 10. Parker identified the terms and compensation he sought, and he made arrangements
14 with outside counsel to prepare an “employee-friendly agreement.”

15 11. Parker was on notice that he owed “fiduciary duties” to the Company and that the
16 Company should retain separate counsel related to the employment agreements. Parker never
17 engaged any outside law firm to represent the Company.

18 12. Parker engaged a compensation consultant to prepare a report regarding the
19 compensation packages for MM USA’s executives, including himself. The compensation
20 consultant informed Parker that his proposed compensation was “a hill too far” for a CFO of a
21 start-up company. Parker did not share the consultant’s feedback with MM USA or Bierman, and
22 Parker’s proposed compensation remained the same.

23 13. On or around May 18, 2018, Parker executed the operable version of the Letter
24 Agreement.

25 **C. Parker’s Responsibilities as CFO and Material Terms of His Employment**

26 14. As CFO, Parker was responsible for managing the Company’s critical financial
27 departments, developing a financial and operational strategy, developing and monitoring control
28 systems to preserve company assets and report accurate financial results, and numerous financial

1 reporting obligations that were crucial to the Company's operations.

2 15. As a Company officer in a senior position of trust, Parker was exposed to sensitive,
3 non-public business, personnel, and financial information. He had access to MM USA's
4 confidential, proprietary, and trade secret information as its CFO.

5 16. Exhibit A to Parker's Letter Agreement included Confidential and Non-
6 Disparagement Provisions (the "Confidentiality Agreement").

7 17. The Confidentiality Agreement defined "Confidential Information" as:

8 Confidential information includes, but is not limited to, customer or client
9 lists, services provided to such customers or clients, sources and leads for
10 obtaining new business, vendors or suppliers, trade secrets, images,
11 slogans, logos, designs, sketches, mockups, samples, computer software,
12 operations, systems, services, financial affairs of the Company and/or its
13 Affiliates, forms, contracts, agreements, literature, inventions, original
14 works of authorship, copyrights, patents, trademarks, and any and all
15 information and know-how, or other items designed, developed or written
16 by, for, with, or on behalf of the Company and/or its Affiliates (whether or
17 not such information constitutes "Work Product," as defined below), now
18 or in the future (hereinafter, "Confidential Information").

19 18. In executing the Letter Agreement and Confidentiality Agreement, Parker agreed
20 that all Confidential Information is—and at all times shall remain—MM USA's "exclusive
21 property," and he promised:

22 During the time that you are an employee of the Company, and at all times
23 thereafter, you will keep secret and will not use or disclose any
24 Confidential Information to any person or entity, in any fashion or for any
25 purpose whatsoever, except at the request of or with prior written consent
26 of the Company (or as may be required by applicable law).

27 19. Parker also agreed in Exhibit B to the Letter Agreement that, upon termination of
28 the Letter Agreement, he would "immediately return and surrender to the Company originals and
copies of all records, notes, memoranda, information, documents, and other property created or
obtained by [Parker] as a result of, or in the course of, or in connection with, [Parker's]
employment with the Company hereunder, including Confidential Information."

20. The Letter Agreement required Parker to provide at least "ninety (90) days prior
written notice of any intention to terminate" his employment with the Company.

///

///

1 **D. Parker’s Performance as CFO of Public Company**

2 21. On May 29, 2018, MM USA went public on the Canadian Securities Exchange via
3 a reverse takeover.

4 22. Parker’s job performance continued to decline thereafter, and Bierman and Modlin
5 had concerns about his ability to perform competently as CFO of a public company.

6 23. In mid-September 2018, Bierman spoke to Parker about his job performance and
7 asked him to consider transitioning to a new role better suited to the strengths he exhibited as
8 COO of MM USA’s predecessor. Parker disagreed with Bierman’s assessment of his performance
9 and asked if they could postpone the conversation, so Parker could focus on preparing for MM
10 USA’s upcoming report on its fourth quarter and fiscal year 2018 financial results. Bierman
11 agreed to Parker’s request.

12 24. On or around October 27, 2018, Bierman and Parker again discussed a new role for
13 Parker within the Company. Bierman asked Parker 1) to consider transitioning to a different
14 position focused on strategy, 2) if interested, to help MM USA find a CFO with experience
15 leading the financial and accounting functions of a public company, and 3) to continue serving as
16 CFO until Parker transitioned into a new role. Parker refused to consider serving in any other
17 position, however, and he insisted that he “deserve[d] to be the CFO” of MM USA.

18 25. On November 2, 2018, Modlin informed Parker that the Company intended to
19 prepare a performance plan to aid Parker in improving his performance.

20 **E. Parker’s Sudden Resignation Significantly Damages the Company**

21 26. On or around November 5, 2018, Parker informed the Company that he could not
22 continue working as CFO, but he was prepared to assist the Company in its immediate fundraising
23 objectives and in preparing for its next financial statement release and earnings call.

24 27. From on or about November 5, 2018 to November 15, 2018, MM USA and Parker
25 discussed Parker performing his CFO duties through December 31, 2018, so he could complete
26 some important, time sensitive tasks.

27 28. On November 15, 2018, Parker informed MM USA that he would not continue to
28 serve as CFO for even a limited time, much less for the 90-day notice period called for in his

1 Letter Agreement.

2 29. Upon Parker informing MM USA that he would not fulfill his CFO obligations or
3 return to work in any capacity, the Company publicly disclosed Parker's resignation.

4 30. Parker's abrupt resignation caused the Company significant harm. Parker
5 intentionally timed his actions to cause damage and disruption to MM USA, and he used the
6 timing as leverage in an attempt to extort the Company for his own personal gain. Parker's
7 actions were a flagrant and wrongful breach of his fiduciary duties and duty of loyalty to MM
8 USA.

9 **F. Parker Stole Confidential, Proprietary, and Trade Secret Information**

10 31. After Parker resigned, MM USA discovered that, in the months leading up to his
11 resignation, Parker stole confidential, proprietary, and trade secret information from the Company
12 in anticipation of his departure.

13 32. From September 2018 until he resigned, Parker accessed, downloaded, or otherwise
14 obtained hundreds of documents and electronic files containing MM USA's confidential,
15 proprietary, and trade secret information, and he transmitted those documents and files outside of
16 MM USA by e-mailing them to his personal e-mail account (i.e., james.m.parker@gmail.com).
17 The e-mails and attachments Parker sent to his unsecured g-mail account contained confidential,
18 proprietary, and trade secret information about the Company's customers, investments, finances,
19 strategies, and contracts. Parker took these measures to steal confidential business information
20 and trade secrets notwithstanding his promise to keep such information secret. On information
21 and belief, Parker is actively pursuing employment in the cannabis industry.

22 33. Parker's Letter Agreement and Confidentiality Agreement prohibited him from
23 obtaining, using, or disclosing the Company's confidential or trade secret information. Parker
24 knew the information he stole was confidential, he was required to keep it secure, and he was
25 obligated to return it upon the termination of his employment. Parker also knew the information
26 he stole is extremely valuable to MM USA.

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **Breach of Contract**

3 34. MM USA hereby repeats, re-alleges, and incorporates Paragraph 1-33, as though
4 set forth fully alleged herein.

5 35. As a material condition of his employment, Parker entered into a written contract
6 under which he agreed to provide MM USA “ninety (90) days prior written notice of any intention
7 to terminate [his] employment with the Company.”

8 36. Parker also agreed as a material condition of his employment that all “Confidential
9 Information” he received during the course of his employment with MM USA was “valuable,
10 special, and unique” to the Company; such information would remain MM USA’s “exclusive
11 property”; he would at all times, during and after his employment terminated, keep the Company’s
12 “Confidential Information” secret and not use or disclose it for any purpose whatsoever, except at
13 the Company’s request or with the Company’s written consent; and, upon the termination of his
14 Letter Agreement, he would “immediately return and surrender to the Company originals and all
15 copies of all records, notes, memoranda, information, documents and other property” Parker
16 created or obtained as a result of, in the course of, or in connection with his employment.

17 37. Notwithstanding his agreement to these terms, Parker has materially breached his
18 contractual obligations to MM USA by, among other things, abruptly resigning from MM USA
19 without any notice; improperly accessing, removing, and/or sending MM USA’s confidential,
20 proprietary, and trade secret information to a personal, unsecured e-mail account, and, upon
21 information and belief, improperly using and disclosing such information for his own benefit, all
22 without MM USA’s consent, while still employed by MM USA and after he resigned; and by
23 failing to return MM USA’s exclusive property when he resigned his employment.

24 38. MM USA has performed all conditions, covenants, and promises required by it
25 with respect to its agreements with Parker, except for those conditions, covenants, and promises
26 that have been excused by reason of Parker’s breaches alleged herein.

27 39. As a direct and proximate result of Parker’s material breaches of his agreements
28 with the Company, MM USA has been damaged in a sum according to proof at the time of trial.

1 **SECOND CAUSE OF ACTION**

2 **Breach of Fiduciary Duty**

3 40. MM USA hereby repeats, re-alleges, and incorporates Paragraph 1-39, as though
4 set forth fully alleged herein.

5 41. By virtue of his position as COO of MM USA's predecessor, Treehouse, and as
6 CFO of MM USA, Parker owed fiduciary duties to MM USA and was required, *inter alia*, to act
7 in good faith, in the best interests of the Company and to exercise the utmost care in performing
8 critical financial tasks and obligations.

9 42. Parker's fiduciary duties to MM USA precluded him from actively exploiting his
10 position with the Company for his own personal gain, from abusing his position of trust and
11 confidence to further his private interests, and from hindering MM USA's operations and
12 existence to obtain leverage and advance his own interests.

13 43. Parker's breaches of his fiduciary duties to MM USA include, without limitation,
14 his self-interested acts in procuring the Letter Agreement; his abrupt and sudden abandonment of
15 his responsibilities to the Company without notice, and his refusal to complete critical, time
16 sensitive tasks on MM USA's behalf; his theft of MM USA's confidential, proprietary, and trade
17 secret information for leverage and to advance his own personal interests; and his failure to return
18 MM USA's corporate property when he resigned.

19 44. Parker failed to act reasonably, carefully, and faithfully as a CFO would have acted
20 under the same or similar circumstances and instead engaged in conduct in violation of his
21 fiduciary duties owed to MM USA. Parker further breached his fiduciary duties by acting in a
22 manner adverse to MM USA.

23 45. As a direct and proximate result of Parker's breaches of fiduciary duties, MM USA
24 has suffered damages, and is entitled to recover such damages, in an amount subject to proof at
25 trial. The Company's damages include, but are not limited to, the losses it incurred from Parker's
26 abrupt resignation, and all compensation paid to Parker during the period of time in which he was
27 in breach of his fiduciary duty pursuant to the faithless servant doctrine.

28 ///

1 knowledge of the adverse effects of his conduct and with willful and deliberate disregard of the
2 consequences to MM USA. As such, MM USA is entitled to and seeks an award of punitive or
3 exemplary damages against Parker.

4 **FOURTH CAUSE OF ACTION**

5 **Misappropriation of Trade Secrets (Cal. Civ. Code §§ 3426, *et seq.*)**

6 53. MM USA hereby repeats, re-alleges, and incorporates Paragraph 1-52, as though
7 set forth fully alleged herein.

8 54. MM USA's trade secret and confidential, proprietary materials include documents
9 and information that derive independent economic value from not being generally known to the
10 public or to other persons who can obtain economic value from their disclosure or use, including
11 but not limited to proprietary business plans and strategy; non-public financial information
12 regarding revenue, costs, profit margins, losses, investments, assets, and strategic planning;
13 customer information; company communications; and privately negotiated contracts and pricing
14 with vendors. The documents and information are the subject of reasonable efforts by MM USA
15 to maintain their secrecy, and they derive independent economic value from not being generally
16 known. Some or all of the documents and information comprising the MM USA trade secrets
17 constitute "trade secrets" under California Civil Code section 3426.1.

18 55. In violation of California's Uniform Trade Secret Act, Parker willfully and
19 maliciously misappropriated MM USA's trade secrets through improper means by accessing such
20 information for an improper purpose, sending it to his personal, unsecured, e-mail account, and,
21 upon information and belief, improperly using and disclosing such information for his own
22 benefit.

23 56. By reason of Parker's above-alleged acts and conduct, MM USA has been
24 damaged, and it will continue to suffer great and irreparable harm and damage. The amount of
25 this harm will be difficult if not impossible to ascertain, and MM USA will be without an adequate
26 remedy at law.

27 57. MM USA is entitled to recover statutory monetary damages from Parker for the
28 losses resulting from his wrongful conduct and any unjust enrichment caused by his

1 misappropriation that is not taken into account in computing damages for actual loss. The amount
2 of such relief cannot be determined precisely at this time.

3 58. If damages or unjust enrichment are not provable, MM USA is entitled to an order
4 for payment of a reasonable royalty from Parker for the period of time that the use of MM USA's
5 trade secrets could have been prohibited.

6 59. Because Parker's acts of misappropriation were both willful and malicious, MM
7 USA is also entitled to an award of statutory exemplary damages and attorneys' fees against
8 Parker.

9 60. MM USA is entitled to an injunction restraining Parker, as well as any agent,
10 employee, or other person acting in concert with Parker, from using, copying, publishing,
11 disclosing, transferring, or selling MM USA's trade secrets, or any product or services based on or
12 incorporating all or part of MM USA's trade secrets, and restraining Parker and any agent,
13 employee, or other person acting in concert with Parker from obtaining any commercial advantage
14 or unjust enrichment from the misappropriation of MM USA's trade secrets.

15 61. MM USA is further entitled to an order requiring Parker, and any agent, employee,
16 or other person acting in concert with Parker, to return to MM USA any and all of its trade secrets
17 and confidential, proprietary materials, including but not limited to any and all materials created
18 that incorporate or reference MM USA's trade secrets and confidential, proprietary information,
19 and to preserve any and all such information, as well as the computers, networks, data storage
20 devices, or other means by which Parker has collected or stored such information or that could
21 contain or embody evidence relating to MM USA's allegations set forth herein.

22 **FIFTH CAUSE OF ACTION**

23 **Conversion**

24 62. MM USA hereby repeats, re-alleges, and incorporates Paragraph 1-61, as though
25 set forth fully alleged herein.

26 63. MM USA owned all of the confidential, proprietary business information that may
27 be determined not to be trade secret information at issue in this Complaint.
28

1 64. Parker wrongfully acquired MM USA's confidential and proprietary business
2 information that may be determined not to be trade secret information.

3 65. Parker's conversion of that information directly and proximately caused damage to
4 MM USA. The Company is entitled to recover monetary damages from Parker for the losses it
5 incurred from his wrongful conduct in an amount subject to proof at trial. Further, because
6 Parker's conduct was both willful and malicious, MM USA is also entitled to an award of
7 exemplary damages against Parker.

8 66. Parker's conversion of MM USA's confidential and proprietary business
9 information has also directly and proximately caused additional, irreparable, harm to MM USA
10 that will be difficult if not impossible to ascertain. This additional harm leaves MM USA without
11 an adequate remedy at law. Indeed, Parker, through his wrongful conversion, possesses MM
12 USA's confidential and proprietary information while MM USA, absent appropriate injunctive
13 relief from the Court, has no recourse to protect against that information's further disclosure or
14 wrongful use.

15 67. MM USA is entitled to an injunction restraining Parker, as well as any agent,
16 employee, or other person acting in concert with Parker, from using, copying, publishing,
17 disclosing, transferring, or selling MM USA's confidential, proprietary information that may be
18 determined not to be trade secret information, or any product or services based on or that
19 incorporates all or part of such information, and from obtaining any commercial advantage or
20 unjust enrichment from Parker's misappropriation of MM USA's confidential and proprietary
21 information. MM USA is further entitled to recover damages from Parker suffered by reason of
22 the above acts in an amount to be determined at trial.

23 68. MM USA is further entitled to an order requiring Parker, and any agent, employee,
24 or other person acting in concert with Parker, to return to MM USA any and all of its confidential,
25 proprietary information that may be determined not to be trade secret information, including but
26 not limited to any and all materials created that incorporate or reference MM USA's confidential,
27 proprietary information, and to preserve any and all such information, as well as the computers,
28 networks, data storage devices, or other means by which Parker has collected or stored such

1 information or that could contain or embody evidence relating to MM USA's allegations set forth
2 herein.

3 **SIXTH CAUSE OF ACTION**

4 **Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et. seq.**

5 69. MM USA repeats and re-alleges the allegations set forth in paragraphs 1-68,
6 inclusive, as though fully set forth and alleged herein.

7 70. Parker has committed unlawful and unfair business acts and practices, which
8 violate California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, et. seq.

9 71. As alleged herein, Parker violated the UCL by stealing MM USA's confidential,
10 proprietary, and trade secret information for leverage and to advance his own personal interests,
11 notwithstanding his promise to keep the Company's confidential information secure and to return
12 it at the end of his employment.

13 72. As a direct and proximate result of Parker's conduct, MM USA has been damaged
14 in a sum according to proof at the time of trial.

15 73. Unless and until Parker is restrained from the actions described herein, MM USA
16 will continue to suffer great and irreparable harm from his conduct for which money damages
17 would be an inadequate remedy. MM USA is therefore entitled to injunctive relief against Parker.

18 **SEVENTH CAUSE OF ACTION**

19 **Declaratory Relief**

20 74. MM USA repeats and re-alleges the allegations set forth in paragraph 1-73,
21 inclusive, as though fully set forth and alleged herein.

22 75. There exists an actual and immediate controversy among the Parties regarding their
23 rights and obligations under the Letter Agreement. Despite his sudden resignation from MM
24 USA, Parker falsely claims that he is entitled to an undeserved, unearned, and entirely
25 unreasonable pay-off under the Letter Agreement.

26 76. As described herein, however, Parker procured the Letter Agreement by breaching
27 his fiduciary duties and duty of loyalty to the Company, he resigned as a Company officer without
28 notice, which violated the Letter Agreement's express terms, and he refused to perform the duties

1 he owed to the Company.

2 77. Parker is not entitled to any severance or other payments upon his resignation.

3 78. MM USA seeks a judicial declaration of the Parties' rights and obligations under
4 the Letter Agreement, including a determination that Parker breached the Letter Agreement, and
5 therefore he is not entitled to any additional payment(s) by MM USA, including, without
6 limitation, payment of any base salary or percentage thereof, annual bonus, equity grants,
7 severance, stock vesting, legal fees, or any other monetary compensation.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, MM USA prays for the following relief:

10 A. Injunctive relief restraining and enjoining Parker from continuing the wrongful acts
11 and conduct set forth herein;

12 B. An order compelling Parker to comply with his continuing obligations as set forth
13 herein;

14 C. A judicial declaration of the Parties' rights and obligations under the Letter
15 Agreement. In particular, MM USA requests a finding that it does not owe Parker anything under
16 the Letter Agreement, including any financial payments or Company stock;

17 D. An award to MM USA of damages, including but not limited to, actual,
18 compensatory, consequential, exemplary, and punitive damages, as permitted by law and in such
19 amounts to be proven at trial;

20 E. An award to MM USA of damages to the extent that Parker has been unjustly
21 enriched by his actions, in an amount to be proven at trial;

22 F. Repayment of all compensation that Parker received while he was in breach of his
23 fiduciary duties or duty of loyalty under the faithless servant doctrine;

24 G. Reasonable attorneys' fees;

25 H. All costs of suit herein incurred; and

26 ///

27 ///

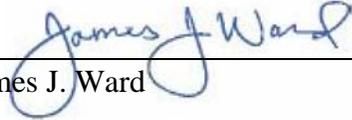
28 ///

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
28

I. For such other relief as the Court may deem just and proper.

Dated: March 1, 2019

BAKER & MCKENZIE LLP

By: 
James J. Ward

Attorneys for Defendant and Cross-Complainant MM Enterprises USA, LLC

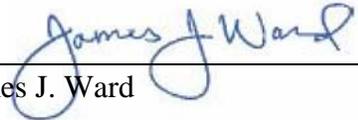
DEMAND FOR JURY TRIAL

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
28

Plaintiff MM Enterprises USA, LLC hereby demands a trial by jury as to all issues so triable in this action.

Dated: March 1, 2019

BAKER & MCKENZIE LLP

By: 
James J. Ward
Attorneys for Defendant and Cross-Complainant MM Enterprises USA, LLC

1 **PROOF OF SERVICE**

2 I, Jennifer Ilas, declare as follows:

3 I am over the age of eighteen years and not a party to the case. I am employed in the
4 County of Santa Clara, State of California, where the mailing occurs; and my business address is
5 **BAKER & McKENZIE LLP**, 660 Hansen Way, Palo Alto, CA 94304.

6 On March 1, 2019, I served a copy of the within document(s):

7 **MM ENTERPRISES USA, LLC'S CROSS-COMPLAINT**

8 on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes
9 addressed as follows:

10 Philip Heller Attorneys for Plaintiff
11 Jerold Fagelbaum JAMES PARKER
12 Fagelbaum & Heller LLP
13 2029 Century Park East, Suite 3550
14 Los Angeles, California 90067
15 ph@fhllplaw.com
16 jfagelbaum@fhllplaw.com

17 Michael J. Kump
18 Suann C. MacIsaac
19 Kinsella Weitzman Iser Kump &
20 Aldisert LLP
21 808 Wilshire Boulevard, Third Floor
22 Santa Monica, California 90401
23 mkump@kwikalaw.com
24 smacisaac@kwikalaw.com

25 (BY U.S. MAIL) I placed each such sealed, prepaid envelope, for collection and mailing
26 at Baker & McKenzie LLP, Palo Alto, California, following ordinary business practices. I
27 am familiar with the practice of collection for U.S. mail, said practice being that in the
28 ordinary course of business, correspondence is picked up at our office the same day as it is
placed for collection pursuant to Code of Civil Procedure § 1013(a). I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or
postage meter date is more than one day after date of deposit for mailing in affidavit.

(BY EXPRESS MAIL) I placed each such sealed envelope, to be collected at
Baker & McKenzie LLP, Palo Alto, California, following ordinary business practices. I
am familiar with the practice of Baker & McKenzie for collection and processing of
overnight packages, said practice being that in the ordinary course of business, overnight
packages are picked up by a representative of that company to be sent that same day
pursuant to Code of Civil Procedure § 1013(c).

(BY ELECTRONIC MAIL) I caused said document(s) to be transmitted to the email
address(es) to the addressee(s) above.

Executed on March 1, 2019, at Palo Alto, California.

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
28

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Jennifer Ilas