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7 *Attorneys for Plaintiff,*
8 H n V Holdings, LLC

9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 H n V HOLDINGS, LLC, a California
12 limited liability company,

13 Plaintiff,

14 v.

15
16 Gilbert A. Milam, Jr., an individual;
17 Parker Berling, an individual; Ian
18 Habenicht, an individual; Omar
19 Flamenco, an individual; Wilder
20 Ramsey, an individual; Lesjai Peronnet
21 Chang, an individual; Cookies Creative
22 Consulting & Promotions, LLC, a
23 California limited liability company;
24 Cookies Creative Consulting &
25 Promotions, Inc., a California
26 corporation; Biggerbizz, LLC, a
27 California limited liability company;
28 Cookies SF, LLC, a California limited
liability company and DOES 1-25;

Defendants.

Case No. **23STCV15478**

COMPLAINT FOR:

- (1) Breach of Contract;
- (2) Breach of Fiduciary Duty;
- (3) Violation of California Bus. & Prof. Code section 17200, et seq.;
- (4) Violation of California Bus. & Prof. Code section 17500, et seq.;
- (5) Conversion;
- (6) Fraud;
- (7) Intentional Interference with Contract;
- (8) Intentional Interference with Prospective Economic Advantage;
- (9) Breach of the Duty of Good Faith and Fair Dealing;
- (10) Common Law Unfair Competition;
- (11) Trade Libel; and
- (12) Accounting

1 **COMPLAINT**

2 Plaintiff H n V HOLDINGS, LLC d/b/a SeedJunky (“SeedJunky”), by and through
3 its undersigned attorneys, hereby brings this action against defendants Gilbert A. Milam,
4 Jr. (“Berner”), Parker Berling (“Berling”), Ian Habenicht (“Habenicht”), Omar Flamenco
5 (“Flamenco”), Wilder Ramsey (“Ramsey”), Lesjai Peronnet Chang (“Chang”), Cookies
6 Creative Consulting & Promotions, LLC (“Cookies LLC”), Cookies Creative Consulting
7 & Promotions, Inc. (“Cookies Inc.”), Biggerbizz, LLC (“Biggerbiz”), and Cookies SF,
8 LLC (“Cookies SF”) (collectively, “Defendants”) and alleges as follows:

9 **PRELIMINARY STATEMENT**

10 1. SeedJunky, and its affiliated entities, is a leader in the cannabis genetics
11 industry and its name and proprietary cannabis genetics are renowned in the marketplace.
12 Recognizing SeedJunky’s extreme popularity, Defendants sought to partner with
13 SeedJunky to form a joint venture, Minntz, LLC, that would provide high-quality and in
14 demand cannabis genetics to cultivators and customers. Through the hard work and
15 expertise of SeedJunky’s principals, Minntz, LLC did exactly that. Minntz’s products
16 became incredibly popular in the industry. But Defendants were not content with their fair
17 share of Minntz’s success.

18 2. Defendants saw Minntz’s popularity as a direct threat to their own cannabis
19 brand, Cookies. Rather than compete fairly in the marketplace, Defendants resorted to
20 fraud, theft, and intentional interference with SeedJunky’s business to line their pockets at
21 Minntz’s and SeedJunky’s expense and to unlawfully prop up their own Cookies brand.
22 First, Defendants abused their power as Minntz LLC’s Manager to cook Minntz’s books
23 to SeedJunky’s detriment. As set forth in detail below, Defendants fraudulently saddled
24 SeedJunky with false “expenses” without providing any support for them whatsoever.
25 Defendants also misappropriated and failed to report Minntz’s actual profits or to
26 accurately report where Defendants were sending Minntz’s products. Second, Defendants
27 stole Minntz’s proprietary cannabis genetics, mislabeled them, and fraudulently sold them
28 as Cookies’ own product and/or provided them to Cookies affiliated cultivators in

1 exchange for lucrative kickbacks and priority treatment. Third, when SeedJunky
2 complained of Defendants’ misconduct, Defendants torpedoed the Minntz brand, breached
3 their fiduciary duties to SeedJunky, and intentionally interfered with SeedJunky’s business
4 by unlawfully pressuring third parties not to work with SeedJunky or to sell its products.

5 3. Defendants’ misconduct was brazen – indeed, they bragged about their
6 underhanded tactics to customers and the public. Defendants stole Minntz’s property and
7 then *advertised* that they had done so. Defendants admitted to destroying the Minntz brand
8 and “shelving” the Minntz products in favor of their own Cookies brand. In short,
9 Defendants simply could not tolerate sharing in Minntz’s burgeoning success and
10 unlawfully raided Minntz for their own personal gain and in unabashed violation of their
11 fiduciary duties.

12 **THE PARTIES**

13 4. Plaintiff SeedJunky is a California limited liability company that maintains its
14 headquarters and principal place of business in Los Angeles, County California. SeedJunky
15 owns 49% of the membership units in Minntz, LLC.

16 5. Defendant Cookies LLC was a California limited liability company with its
17 principal place of business in Marin County, California. On information and belief,
18 Defendant Cookies LLC was converted to Defendant Cookies Inc. on or about September
19 9, 2020. At the relevant times described below, Defendant Cookies LLC owned 51% of
20 the membership units in Minntz, LLC and was the Manager of Minntz, LLC.

21 6. Defendant Cookies Inc. is a California corporation with its principal place of
22 business in San Francisco County, California.

23 7. Defendant Cookies SF is a California limited liability company with its
24 principal place of business in Marin County, California.

25 8. On information and belief, Defendant Biggerbizz LLC was the Manager
26 and/or majority member of Defendant Cookies LLC.

27 9. Defendant Berner is an individual residing in the state of California.
28 Defendant Berner was a manager of Cookies LLC and one of the incorporators of Cookies

1 Inc. On information and belief, Defendant Berner is also a manager and/or majority
2 member of Defendant Biggerbizz LLC and Defendant Cookies SF. Defendant Berner is
3 also the founder of the Cookies cannabis brand whose brand and products are managed and
4 distributed by Defendants Cookies LLC, Cookies Inc., and Cookies SF.

5 10. Defendant Berling is an individual residing in the state of California and was
6 a manager of Cookies LLC and one of the incorporators of Cookies Inc.

7 11. Defendant Chang is an individual residing in the state of California and was a
8 manager of Cookies LLC and one of the incorporators of Cookies Inc.

9 12. Defendant Ramsey is an individual residing in the state of California and was
10 a manager of Cookies LLC and one of the incorporators of Cookies Inc.

11 13. Defendant Habenicht is an individual residing in the state of California and,
12 on information and belief, is the Chief Financial Officer of Defendant Cookies SF.

13 14. Defendant Flamenco is an individual residing in the state of California and,
14 on information and belief, is the Financial Controller for the Cookies brand.

15 15. SeedJunky is unaware of the true names and capacities of defendants Does 1
16 through 25, inclusive, and therefore sues these defendants by fictitious names. SeedJunky
17 will amend this Complaint to show the true names and capacities of these fictitiously
18 named defendants when ascertained or upon proof at trial. SeedJunky is informed and
19 believes that each of the fictitiously named defendants is legally responsible for the events
20 and damages alleged herein.

21 Aiding, Abetting, and Conspiracy Allegations

22 16. At all times relevant to this Complaint, Defendants, and each of them, were
23 acting in concert in a conspiracy to accomplish the acts set forth in detail below.

24 17. As members of the conspiracies alleged more fully below, each of the
25 Defendants participated and acted with or in furtherance of said conspiracy, or aided or
26 assisted in carrying out the purposes of the conspiracy, and have performed acts and made
27 statements in furtherance of the conspiracy and other violations of California and other
28 applicable law.

1 18. Each Defendant acted both individually and in alignment with the other
2 Defendants with full knowledge of their respective wrongful conduct. As such, Defendants
3 conspired together, building upon each other's wrongdoing, in order to accomplish the acts
4 set forth in this Complaint.

5 19. Defendants are individually sued as principals, participants, aiders and
6 abettors, and co-conspirators in the wrongful conduct complained of and the liability of
7 each arises from the fact that each has engaged in all or part of the improper acts, plans,
8 schemes, conspiracies, or transactions complained of herein.

9 Alter Ego Allegations

10 20. At all relevant times, as alleged more fully herein, each Defendant acted as an
11 agent, servant, employee, co-conspirator, alter-ego, and/or joint venturer of the other
12 Defendants, and in doing the things alleged herein acted within the course and scope of
13 such agency, employment, alter-ego, and/or in furtherance of the joint venture. Each of the
14 Defendant's acts alleged herein was done with the permission and consent of each of the
15 other Defendants.

16 21. SeedJunky is informed and believe, and based thereon alleges that, at all times
17 relevant hereto, Defendants Berner and Berling were the alter egos of Defendants Cookies
18 LLC, Cookies, Inc., Biggerbizz, LLC, and/or Cookies SF and that there exists, and at all
19 times herein mentioned has existed, a unity of interest and ownership between Defendants
20 such that any separateness between them has ceased to exist in that Defendants Berner and
21 Berling completely controlled, dominated, managed, and operated Defendants Cookies
22 LLC, Cookies, Inc., Biggerbizz, LLC, and/or Cookies SF to suit their convenience.
23 Defendants operated as a single enterprise and should be treated as such.

24 22. Specifically, without limitation and discussed below, Plaintiffs are informed
25 and believe that Defendants Berner and Berling: (1) controlled the business and affairs of
26 Defendants Cookies LLC, Cookies, Inc., Biggerbizz LLC, and/or Cookies SF, including
27 any and all of their affiliates; (2) disregarded legal formalities and failed to maintain arm's
28 length relationships among the corporate entities; (3) inadequately capitalized Defendants

1 Cookies LLC, Cookies, Inc., Biggerbizz, LLC, and/or Cookies SF; (4) Defendants Cookies
2 LLC, Biggerbizz LLC, and Cookies SF all used the same office or business location – 901
3 A Street, Suite C, San Rafael, California 94901; (5) used the corporate entities as a mere
4 shells, instrumentalities or conduits for Berner and Berling and/or their individual
5 businesses; (6) manipulated the assets and liabilities between the corporate entities so as to
6 concentrate the assets in one and the liabilities in another; (7) used corporate entities to
7 conceal their ownership, management and financial interests and/or personal business
8 activities; and/or (8) used the corporate entities to shield against personal obligations, and
9 in particular the obligations as alleged in this Complaint.

10 18. At all times relevant thereto, Defendants Cookies LLC, Cookies, Inc.,
11 Biggerbizz, LLC, and/or Cookies SF were not only influenced and governed by Defendants
12 Berner and Berling, but there was such a unity of interest and ownership that the
13 individuality, or separateness, of Defendants Cookies LLC, Cookies, Inc., Biggerbizz,
14 LLC, and/or Cookies SF and Berner and Berling has ceased. Defendants acted inequitably,
15 such that adherence to the fiction of the separate existence of these entities and failure to
16 recognize Defendants as alter egos of one another would, under these particular
17 circumstances, sanction a fraud or promote injustice.

18 **JURISDICTION AND VENUE**

19 23. Jurisdiction is proper in this Court pursuant to California Code of Civil
20 Procedure Sections 410.10, because Defendants and their co-conspirators and alter egos
21 purposefully availed themselves of this forum forming a California limited liability
22 company and engaging in business within the state.

23 24. Venue is proper in this Court pursuant to California Code of Civil Procedure
24 Section 395.5, because Los Angeles County is the place where the misconduct set forth
25 below occurred.

26 **FACTUAL ALLEGATIONS**

27 25. SeedJunky, and its associated affiliates, is a cannabis genetics cultivation
28 company that, through its licensed affiliates and subsidiaries, grows and breeds high-

1 quality cannabis genetics that are in high demand in the marketplace. SeedJunky then
2 contractually licenses these genetics to licensed cannabis cultivators. SeedJunky’s
3 proprietary cultivars are extremely popular in the cannabis market and are specifically
4 designed to achieve high-quality results in categories which are critical to consumers –
5 terpenes, THC content, large yields, and popular flavors. To achieve these desirable
6 characteristics, SeedJunky, its affiliates, and its employees have spent years breeding,
7 refining, and cultivating SeedJunky’s proprietary and unique cannabis genetics. Based on
8 these years of effort, SeedJunky’s products have gained significant notoriety in the
9 marketplace and are in high demand.

10 26. Defendant Berner first approached SeedJunky’s principal, Anthony Hart
11 (“J.B.”) at an industry event in 2017. Defendant Berner stated that he was a fan of one of
12 the proprietary cannabis strains that J.B. had developed that had gained significant
13 notoriety in the marketplace. Later, in 2018, Defendant Berner again spoke with
14 SeedJunky’s principals, J.B. and Mr. Wesley Vasquez. At this time, Defendant Berner
15 proposed that his Cookies brand would take control of 51% of SeedJunky in exchange for
16 providing corporate infrastructure to the company. SeedJunky declined this proposal and
17 stated that it was already established in the marketplace and had no need for infrastructure
18 improvement. However, SeedJunky’s principals stated that they would be open to a
19 partnership in creating a new brand together with Defendant Berner. That new joint venture
20 was Minntz.

21 27. In early 2019, SeedJunky and Defendants Berner and Berling entered into a
22 joint-venture together to bring to market cannabis products under the brand name Minntz.
23 To do so, the parties formed a new company, Minntz, LLC. The parties’ rights and
24 obligations are set forth in the Minntz, LLC Operating Agreement.

25 **A. The Minntz, LLC Operating Agreement.**

26 28. On April 9, 2019, Defendant Berling, on behalf of Cookies LLC, and Plaintiff
27 SeedJunky, through its authorized officer, entered into the Limited Liability Company
28

1 Operating Agreement of Minntz, LLC (“Minntz Operating Agreement”).¹ At all relevant
2 times alleged herein, Defendant Cookies LLC owned 51% of Minntz, LLC’s membership
3 units, while Plaintiff SeedJunky owned 49% of Minntz, LLC’s membership units.

4 29. At all relevant times alleged herein, Minntz, LLC was managed by a
5 Management Board. At Defendants’ insistence, the Minntz, LLC Management Board
6 consisted of a single representative, Defendant Berling, who was solely appointed by
7 Cookies LLC. Only Cookies LLC had the power to change the number of Managers on the
8 Management Board and it had declined to allow any of SeedJunky’s principals to sit on the
9 Board.

10 30. At all relevant times alleged herein, Defendant Berling, as the sole member of
11 the Management Board, had total control of the day to day operations of Minntz, LLC.
12 Members of the Management Board could only be removed by affirmative vote or written
13 consent of a majority interest, *i.e.* by Cookies LLC.

14 31. Defendants Cookies LLC, Cookies Inc., and Berling shall be collectively
15 referred to herein as the Managing Defendants.

16 32. Non-Manager Members have no right or any authority to act for or bind the
17 company under the Minntz Operating Agreement.

18 33. Section 2.10 of the Minntz Operating Agreement contained a non-competition
19 and non-solicitation clause which states, *inter alia*:

20 Non-Competition and Non-Solicitation by Members. During the period of
21 each Member’s participation in the Company and for a period of twenty four
22 (24) months (the “**Noncompetition Period**”) from the day on which a
23 Member’s Percentage Interest is extinguished (the “**Effective Date of**
24 **Departure**”), the withdrawing Member will not, in any capacity, and whether
25 for compensation or not, without the prior written consent of the Company:

26 (a) engage in activities which are directly competitive with the Company
27 either individually or on behalf of any competitor of the Company;

28 ¹ The parties have subsequently amended the Minntz Operating Agreement, but at
all relevant times alleged herein the parties were operating under the April 2019 Operating
Agreement.

1 (b) directly or indirectly, alone, with, or for others, visit, call upon, contact, or
2 communicate with any entity or person who on or as of the Effective Date of
3 Departure was a customer of the Company for the purpose, directly or
4 indirectly, of soliciting, seeking, inducing, persuading, requesting,
5 encouraging, or otherwise attempting to provide services or to sell to any such
6 customer any product that is similar in any way to the products or services
7 offered by the Company; ... or

8 ...

9 (d) be employed by, associated with, or have any direct or indirect financial
10 and/or ownership interest in any entity that engages in any activity in which
11 Employee could not engage under this section.

12 The Non-Competition Period shall be extended by a period of time equal to
13 the greater of (a) the period of time during which the withdrawing Member
14 was in violation the provisions of this section, or (b) the period of time
15 required for the Company to enforce the provisions this section.

16 This Non-Competition provision shall only encompass the use and marketing
17 of the assets contemplated to be used and commercialized by the Company
18 herein (including, but not limited to, the assets contributed to the Company
19 pursuant to that certain Contribution Agreement, dated as of April 5, 2019, by
20 and between the Company and the H n V Holdings, LLC), and this clause
21 shall in no way be interpreted to include any restriction on the development
22 of any brands or creation of any products by any Member within the
23 commercial cannabis market outside the scope of this Agreement. For the
24 avoidance of doubt, Members may engage in lawful commercial cannabis
25 activities, in any legal form, so long as those activities do not infringe on
26 Members' ability to complete their obligations required hereunder.

27 34. The Minntz Operating Agreement also required the Company to promptly
28 provide financial information to its members. Specifically, Section 9.2 of the Minntz
Operating Agreement states:

Information; Tax Reporting. The Company shall promptly provide each
Member with (a) any information that is reasonably necessary to enable such
Member to make reports to taxing or tax withholding authorities; and (b) any
other information relating to the Company that such Member may request in
writing for purposes reasonably related to such Member's Interests in or rights
with respect to the Company, including, but not limited to, the detailed general
ledger, accounts receivable and payable, inventory, bank statements, and other

1 books and records of similar detail. The Company shall provide to each
2 Member within one hundred fifty (150) days after the end of each Fiscal Year
3 a report containing a balance sheet, an income statement, and a statement of
4 capital account for such Fiscal Year.

5 35. Moreover, the Minntz Operating Agreement requires the Company to make
6 its records available to its members. Specifically, Section 9.3 of the Minntz Operating
7 Agreement states:

8 Access to Records. Upon reasonable notice from a Member, the Company
9 shall afford the Member and each of its duly-appointed representatives access
10 during normal business hours to (a) the Company's properties, offices, plants,
11 and other facilities, (b) the corporate, financial, and similar records, reports,
12 and documents of the Company, including, without limitation, all books and
13 records, minutes of proceedings, internal management documents, reports of
14 operations, reports of adverse developments, copies of any management
15 letters, and communications with Members (including the Manager), and
16 permit the Member or and each of its respective representatives to examine
17 such documents and make copies thereof, and (c) any Officers, senior
18 employees, and public accountants of the Company, and afford the Member
19 and each of its respective representatives the opportunity to discuss and advise
20 on the affairs, finances, and accounts of the Company with such Officers,
21 senior employees, and public accountants (and the Company hereby
22 authorizes said accountants and other Persons to discuss with such Member
23 and its representatives such affairs, finances, and accounts); in each case, to
24 the extent such information is for a purpose reasonably related to the
25 Member's interest as a Member.

26 36. Section 9.4 of the Minntz Operating Agreement requires the Management
27 Board to open and maintain separate bank accounts in the Company's name and that "the
28 funds in any such account shall be used solely for the business of the Company."

37. Section 6.1(h) of the Minntz Operating Agreement states that "no Manager is
entitled to payment or reimbursement of expenses that are not incurred in the ordinary
course of the Company's business."

38. The Minntz Operating Agreement is governed by California law.

B. The Minntz Contribution Agreement.

39. On April 9, 2019, SeedJunky and Minntz, LLC entered into a Contribution
Agreement whereby SeedJunky agreed to transfer certain assets to Minntz, LLC in

1 exchange for an equity interest in Minntz, LLC. Specifically, SeedJunky agreed to transfer
2 to Minntz, LLC the following intellectual property: (1) cannabis genetics resulting from
3 the following genetic crosses: (a) Gelatti x Kush Mints #11 (“Georgia Pie”); (b) London
4 Pound Cake x. Kush Mints #11; and (c) Snowman x. Kush Mints #11; and (2) any
5 tradenames, trademarks, and related intellectual property rights associated exclusively with
6 the foregoing genetic crosses. SeedJunky also contributed additional genetics to the Minntz
7 brand other than those set forth in the Contribution Agreement, including but not limited
8 to Genetics used to produce The Soap, Jealousy, The Big Apple, Emerald Cut, Emergency,
9 Christmas Tree, and Gunpowder. Collectively, this Complaint refers to the SeedJunky
10 genetic contributions as the “Minntz Genetics”.

11 40. In exchange for the Minntz Genetics, SeedJunky received 49% of the
12 membership units in Minntz, LLC.

13 **C. SeedJunky’s Efforts to Make Minntz Successful.**

14 41. SeedJunky committed numerous resources towards making Minntz a
15 successful brand with a strong following in the marketplace.

16 42. Although not required to do so under the Minntz Operating Agreement,
17 SeedJunky set up the supply chain and leveraged its existing relationships to use for
18 Minntz.

19 43. In 2019, SeedJunky approached one of its licensed cultivators, Qanna Bliss
20 and taught them how to cultivate the specific Minntz Genetics that SeedJunky had
21 contributed to Minntz LLC under the Contribution Agreement. Qanna Bliss then began
22 cultivating the Minntz Genetics which were sold under the Minntz brand.

23 44. In 2019, SeedJunky also approached another of its existing licensees, FloraCal
24 and agreed to license it the right to cultivate Minntz Genetics, which were also sold under
25 the Minntz brand.

26 45. In 2019, Defendants directed SeedJunky’s principals to work with an entity
27 known as Southwest Caregivers to cultivate Minntz Genetics. To that end, SeedJunky’s
28

1 principals spent considerable time and resources to renovate Southwest Caregiver’s
2 facilities; efforts which led to doubling Southwest Caregiver’s revenues.

3 46. In 2019, SeedJunky’s principals took the proprietary Minntz Genetics to
4 Southwest Caregivers and pollinated cannabis plants with the proprietary genetics. When
5 the resulting cannabis seeds were harvested, SeedJunky collected and kept half of the seeds
6 while Southwest Caregivers retained half.

7 **D. Defendants Cooked Minntz’s Books, Stole Its Property, and Torpedoed**
8 **Its Sales.**

9 47. In stark contrast to SeedJunky’s tireless efforts to make the Minntz brand
10 successful, Defendants engaged in a coordinated scheme to steal from Minntz for
11 themselves. Defendants did so by misreporting and falsely representing financial
12 information to SeedJunky, stealing Minntz’s property, and raiding Minntz’s resources for
13 their own gain, and then torpedoing the Minntz brand and unlawfully interfering with
14 SeedJunky’s business. Defendants did so to unjustly enrich themselves and to cannibalize
15 Minntz’s business so that it would not become a true competitor to Cookies.

16 1. Defendants’ Improper Concealment of Minntz, LLC Financials and
17 Misappropriation and Mismanagement of Corporate Funds.

18 48. In connection with their operation of Minntz, LLC, the Managing Defendants
19 established a dashboard by which SeedJunky and its principals could view certain financial
20 information of the Company. These dashboards were controlled by the Managing
21 Defendants and displayed summary financial information including, but not limited to,
22 total sales, total gross revenue, and expenses broken down by the following categories: (1)
23 “sales and marketing”; (2) “corporate”; (3) “retail”; (4) “operations”; and (5) “accounting”.

24 49. During the course of operations of Minntz, LLC, SeedJunky’s representatives
25 noticed that the expenses the Managing Defendants had been allocating to Minntz, LLC
26 were extraordinarily high. Accordingly, SeedJunky’s representatives requested that the
27 Managing Defendants provide SeedJunky with detailed financial reports and backup
28 documentation substantiating these claimed expenses. SeedJunky’s representatives
repeatedly requested these materials numerous times, orally and in writing. Despite these

1 repeated requests, Managing Defendants did not ever provide these documents and
2 information.

3 50. Moreover, on numerous occasions, the dashboard maintained by Managing
4 Defendants improperly omitted critical information concerning the distribution of Minntz's
5 Genetics. When asked, Managing Defendants refused to disclose to SeedJunky any records
6 with respect to the distribution, including, without limitation, reports from the company's
7 licensees with respect to the distribution of Minntz's Genetics. These omissions precluded
8 SeedJunky's representatives from assessing the amount of revenue that should have been
9 received by Minntz and tracking location of Minntz's Genetics in the marketplace.

10 51. On information and belief, Managing Defendants did not provide the financial
11 materials that SeedJunky's representatives had requested because there were no documents
12 actually supporting the Managing Defendants' claimed expenses. Instead, Managing
13 Defendants were fraudulently inflating alleged expenses and charging them to Minntz
14 and/or in some instances unlawfully allocating the expenses of Managing Defendants'
15 other companies, including Defendants, to Minntz.

16 52. Additionally, on information and belief, Defendants were unlawfully
17 allocating profits that should have been allocated to Minntz instead to Defendants, and
18 were selling Minntz Genetics as Cookies products without reporting the revenue to
19 SeedJunky.

20 53. Rather than provide the financial information to which SeedJunky was
21 entitled and to hide the evidence of their misconduct, Defendants Berner and Berling
22 became confrontational with SeedJunky's representatives. For example, when discussing
23 SeedJunky's representative's request to see Minntz's financials, Defendant Berner stated
24 "Dude fuck that dude."

25 2. Defendants' Theft of Minntz's Property.

26 54. In 2019, Defendants Berner and Berling called SeedJunky's principals and
27 asked that they give Minntz Genetics directly to Defendants to sell under their Cookies
28 brand. SeedJunky's principals declined to do so. But, Defendants would not take no for an

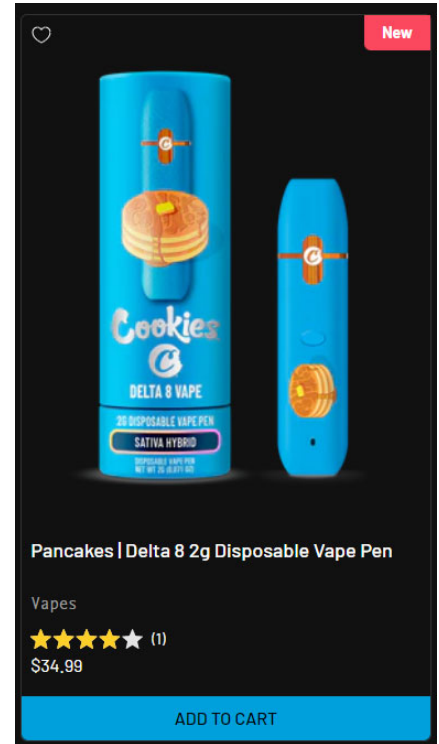
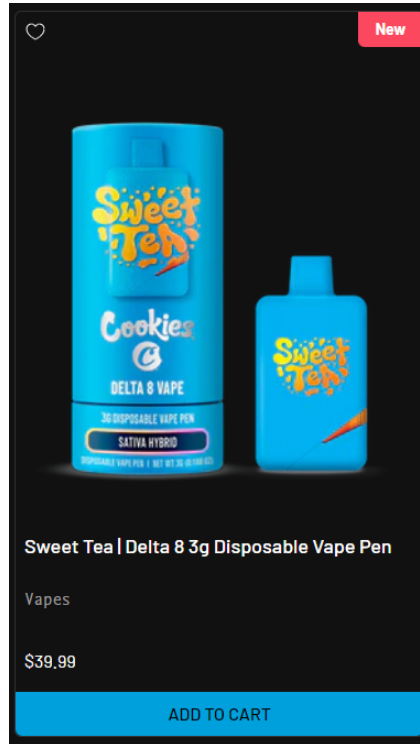
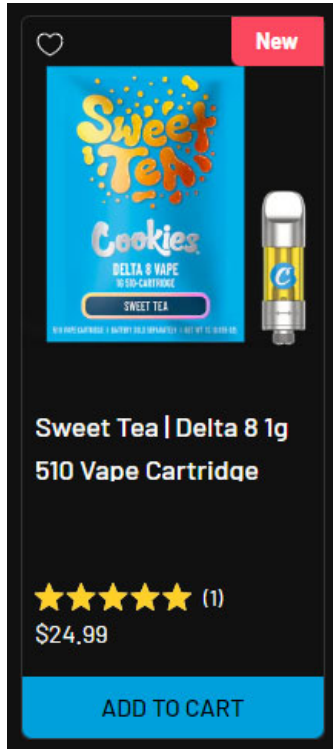
1 answer. Instead, Defendants leveraged their relationship with the owner of Southwest
2 Caregivers and directed that individual to steal the proprietary Minntz Genetics seeds that
3 SeedJunky had helped Southwest Caregivers to cultivate and to provide it to Defendants.
4 On information and belief, Southwest Caregivers complied and Defendants went on to
5 populate and sell these proprietary Minntz Genetics under the Cookies brand, including but
6 not limited to the following products: Ocean Beach, Collins Avenue, Honey Buns, Sticky
7 Buns, Sweet Tea, Georgia Pie, Berry Pie, and Pancakes.

8 55. Stunningly, Defendants admitted that they had stolen these proprietary Minntz
9 Genetics *on the very packaging and in the advertisements of their products*. Due to the
10 extreme popularity of the Minntz Genetics contributed by SeedJunky, Defendants
11 advertised their Cookies products as having been bred using the stolen Minntz Genetics.
12 Examples of Defendants' advertising are depicted below:



1 56. Defendants illicitly sold product produced from the stolen Minntz Genetics
2 packaged in Cookies's packaging and with Cookies branding.

3 57. Defendants continued to misappropriate the stolen Minntz Genetics by using
4 them to create additional products such as Delta 8 products, CBD Products, Hemp
5 Products, vape products, and clones of the Minntz Genetics. Those products are still
6 advertised on the Cookies website today. Examples of these products are depicted below:
7



20 58. Defendants also unlawfully used SeedJunky's logo to market and promote
21 these stolen products.

22 59. Defendants further misappropriated the stolen Minntz Genetics by using them
23 to create other product lines and brands such as Fiore and FidelSeedCo.

24 3. Defendants Sabotaged The Minntz Brand and Interfered With
25 SeedJunky's Business Relationships

26 60. Defendants' misconduct was not limited to cooking Minntz's books and
27 stealing its property. Instead, Defendants took retribution against SeedJunky's principals
28 for questioning their management of the company. Defendants did so by: (1) wrongfully
shirking their duties to Minntz and (2) interfering with SeedJunky's business.

1 61. In response to SeedJunky’s concerns, Defendants engaged in a coordinated
2 scheme to “shelve” the Minntz brand. Specifically, Defendants ceased promoting and
3 selling the Minntz brand, in favor of Cookies, in a further effort to misappropriate profits
4 that should be flowing to Minntz. Indeed, internal Cookies employees admitted to
5 contacting Minntz’s licensees and telling them to stop cultivating Minntz product and to
6 start cultivating Cookies product.

7 62. Defendants also sold poor-quality Cookies product, containing diseased plants
8 with pathogens, in Minntz branded bags, which severely harmed the Minntz brand in the
9 marketplace.

10 63. Defendants have also intentionally interfered with SeedJunky’s business.
11 Defendant Berner contacted SeedJunky’s contractual partners and distributors, including
12 but not limited to Gauge Michigan, and directed them not to work with or sell SeedJunky
13 genetics.

14 64. Defendants also provided the proprietary Minntz Genetics to cultivators and
15 allowed them to sell the resulting product to the public without enforcing Minntz’s
16 intellectual property rights, requiring any remuneration from these cultivators to Minntz,
17 or reporting these sales to SeedJunky. Defendants did so for their own personal gain.

18 65. On information and belief, Defendants’ conduct described above is part of a
19 pattern and practice of illicit activity. In January 2023, a third party sued Defendants
20 Cookies Inc. Cookies LLC, Cookies SF, Berner, Berling, Habenicht, and Flamenco in Los
21 Angeles Superior Court Case No. 23STCV00185. The plaintiff in that lawsuit alleges that
22 the above-referenced defendants unlawfully forced the plaintiff to use Defendant-affiliated
23 suppliers to the exclusion of others and, as a result, received illicit financial compensation
24 from their affiliated suppliers. When plaintiff challenged this process, Defendants
25 employed the same tactics they did to SeedJunky – namely harassing the plaintiff, threatening
26 to revoke their license, stealing their trade secrets, breaching their contract, and
27 purposefully harming plaintiff’s business operations.

1 66. Likewise, on February 7, 2023, Defendants Cookies Inc., Berner, Berling, and
2 others working for Cookies Inc. were sued in a derivative action by BR CO I, LLC, in Los
3 Angeles Superior Court Case No. 23STCV02764. In that case, the plaintiff alleges
4 “[Berner] and his co-horts Berling, Roberts, and Ortiz (who are all Cookies’ employees),
5 use the popularity of the Cookies brand to engage in pervasive self-dealing without regard
6 to inherent conflicts of interest and to strong arm and bully others into paying them millions
7 of dollars in personal benefits and kickbacks. Third parties that dare to stand up to these
8 demands or refuse to play Defendants’ game are threatened, including with physical
9 violence and slanderous blasts on social media, and refused opportunities to work with
10 Cookies (often to Cookies’ detriment). Defendants’ pervasive wrongdoing has caused their
11 own pockets to be lined while causing massive losses to Cookies and its shareholders.”

12 67. Defendants have employed these exact same tactics against SeedJunky.

13 **FIRST CAUSE OF ACTION**

14 **BREACH OF CONTRACT**

15 (Against All Defendants)

16 68. SeedJunky incorporates by reference each and every allegation contained in
17 each paragraph above as though the same were set forth in full herein.

18 69. Cookies LLC and SeedJunky entered into a valid contract, the Minntz
19 Operating Agreement.

20 70. Plaintiff SeedJunky has performed all covenants, conditions, and promises
21 required on its part to be performed in accordance with the Minntz Operating Agreement,
22 except to the extent that such performance was prevented or excused from performing.

23 71. By their actions set forth in detail above, Defendants Cookies LLC and
24 Cookies Inc. materially breached their obligations under the Minntz Operating Agreement,
25 including but not limited to Sections 2.10, 2.12, 9.2, 9.3, and 9.4. Defendants Berling,
26 Chang, Ramsey, Habenicht, Flamenco, and Cookies SF and Biggerbizz LLC conspired
27 with, aided, or abetted Defendant Cookies LLC and Defendant Cookies Inc. to breach the
28 Operating Agreement and/or are the alter egos of each other.

1 72. As a result of Defendants' breaches, SeedJunky has sustained substantial harm
2 in an amount to be proven at trial.

3 73. Defendants' breaches were a substantial factor in causing SeedJunky's harm.

4 74. Defendants' ongoing breaches of the Minntz Operating Agreement set forth
5 above pose a serious and immediate threat to SeedJunky and entitle SeedJunky to
6 injunctive relief.

7 75. Should Defendants and their co-conspirators be permitted to pursue the course
8 of conduct described above, the damage to SeedJunky would be irreparable and any later
9 judgment would be rendered ineffectual. Thus, injunctive relief is appropriate to prevent
10 the continuing breach of these obligations by Defendants. Further, as set forth below,
11 Defendants' acts are in violation of the California Unfair Competition Law (Cal. Bus. &
12 Prof. Code § 17200 et seq.) and injunctive relief is appropriate.

13 **SECOND CAUSE OF ACTION**

14 **BREACH OF FIDUCIARY DUTY**

15 (Against All Defendants)

16 76. SeedJunky incorporates by reference each and every allegation contained in
17 each paragraph above as though the same were set forth in full herein.

18 77. As the majority member of Minntz LLC, Defendants Cookies LLC and
19 Cookies Inc. owed SeedJunky fiduciary duties, including a strict duties of loyalty, good
20 faith, and fair dealing.

21 78. As the manager of Minntz LLC, Defendant Cookies LLC, Defendant Cookies
22 Inc., and Defendant Berling owed SeedJunky fiduciary duties, including strict duties of
23 loyalty, good faith, and fair dealing.

24 79. SeedJunky was entitled to place its trust and confidence in the Managing
25 Defendants and to expect the Managing Defendants to act with the utmost good faith
26 toward it in carrying out the business of Minntz LLC. The Managing Defendants breached
27 this duty of loyalty by acting in his own self-interests at the expense of Minntz LLC by,
28 *inter alia*, (1) stealing the Minntz Genetics and using them for Defendants' own personal

1 gain and not for the benefit of Minntz; (2) falsifying Minntz’s financial information in order
2 to avoid compensating SeedJunky appropriately and to unjustly enrich Defendants; (3)
3 deliberately harming the Minntz brand in favor of Defendants’ own “Cookies” brand; and
4 (4) negligently managing Minntz and failing to protect its property rights. Defendants
5 Berling, Chang, Ramsey, Habenicht, Flamenco, and Cookies SF and Biggerbizz LLC
6 conspired with, aided, or abetted the Managing Defendants to breach these fiduciary duties
7 and/or are the alter egos of the Managing Defendants and each other.

8 80. As a direct and proximate result of Defendants’ breach of their fiduciary,
9 SeedJunky has been and is being irreparably harmed.

10 81. SeedJunky is entitled to damages, in an amount to be determined at trial, as
11 well as disgorgement from Defendants, and the forfeiture and return of all monies,
12 compensation, and property paid to or transferred to Defendants.

13 82. The above-described acts were done willfully and maliciously, with the
14 deliberate intent to injure SeedJunky and for Defendants’ benefit and financial gain, as well
15 as the benefit and financial gain of their co-conspirators, thereby entitling SeedJunky to
16 exemplary damages pursuant to California Civil Code § 3294 and/or attorneys’ fees to be
17 proven at trial.

18 **THIRD CAUSE OF ACTION**

19 **VIOLATION OF CALIFORNIA BUS. & PROF. CODE SECTION 17200, ET SEQ.**

20 (Against All Defendants)

21 83. SeedJunky incorporates by reference each and every allegation contained in
22 each paragraph above as though the same were set forth in full herein.

23 84. California Business Code section 17200 prohibits unfair, unlawful, and
24 fraudulent business acts and practices.

25 85. The aforementioned acts of Defendants, including, but not limited to, their
26 unfair and unlawful theft of SeedJunky / Minntz’s Genetics for Defendants’ own gain,
27 constitutes unfair, unlawful, and fraudulent business acts and practices in violation of
28 California Business and Professions Code section 17200 et seq.

1 86. As a direct and proximate result of Defendants' unfair, unlawful, and
2 fraudulent business acts and practices, SeedJunky has suffered, and will continue to suffer,
3 actual damages and losses in an amount in excess of the jurisdictional limits of this Court
4 and in an amount to be proven at trial.

5 87. Additionally, SeedJunky has suffered and will continue to suffer irreparable
6 harm. Pursuant to California Business and Professions Code sections 17203 and 17204,
7 SeedJunky is entitled to preliminary and permanent injunctive relief enjoining Defendants,
8 and individuals and entities acting with them, from engaging in further conduct constituting
9 unfair, unlawful or fraudulent business acts and practices.

10 **FOURTH CAUSE OF ACTION**

11 **VIOLATION OF CALIFORNIA BUS. & PROF. CODE SECTION 17500, ET SEQ.**

12 (Against All Defendants)

13 88. SeedJunky incorporates by reference each and every allegation contained in
14 each paragraph above as though the same were set forth in full herein.

15 89. As set forth in detail above, Defendants made, distributed, caused to be
16 distributed, authorized the distribution of, and/or otherwise disseminated false and/or
17 misleading statements in and directed to the State of California regarding the origin of the
18 Minntz Genetics and Minntz cannabis products that it falsely and fraudulently mislabeled
19 as Cookies products.

20 90. Defendants have made and continue to make these false and misleading
21 statements alleged herein with the intent to deceive potential purchasers into believing that
22 the mislabeled Minntz Genetics and Minntz cannabis products are Cookies's own.

23 91. On information and belief, Defendants' false and misleading statements as
24 alleged herein have misled actual and potential purchasers into believing that the
25 mislabeled that Minntz Genetics and Minntz cannabis products are Cookies's own.

26 92. Defendants knew or reasonably should have known that their conduct and
27 misattribution of the products was false and misleading at the time the statements and
28 misattribution was made.

1 93. Defendants' acts, as herein alleged, constitute false advertising in violation of
2 California Business and Professions Code § 17500 et seq.

3 93. As a result of Defendants' willful and intentional acts alleged herein,
4 SeedJunky has suffered damages in an amount to be proven at trial and, unless Defendants'
5 wrongful acts are enjoined, SeedJunky will continue to suffer irreparable harm.

6 **FIFTH CAUSE OF ACTION**

7 **CONVERSION**

8 (Against All Defendants)

9 94. SeedJunky incorporates by reference each and every allegation contained in
10 each paragraph above as though the same were set forth in full herein.

11 95. By engaging in the acts above, Defendants wrongfully took possession of
12 property belonging to SeedJunky / Minntz, without permission or authorization, and
13 retained, altered, damaged and/or destroyed some or all of said property.

14 96. As a proximate result of Defendants' decision to retain property belonging to
15 SeedJunky / Minntz, and to convert it for their own use, benefit, and financial gain,
16 Defendants have caused SeedJunky to suffer damages in an amount to be proven at trial.

17 97. Defendants continue to retain some or all of said property of SeedJunky /
18 Minntz, thereby entitling SeedJunky to injunctive relief.

19 98. The above-described acts were done willfully and maliciously, with the
20 deliberate intent to injure SeedJunky and, on information and belief, for Defendants'
21 benefit and financial gain, as well as the benefit and financial gain of their co-conspirators,
22 thereby entitling Plaintiffs to exemplary damages pursuant to California Civil Code § 3294
23 and/or attorneys' fees to be proven at trial.

24 **SIXTH CAUSE OF ACTION**

25 **FRAUD**

26 (Against All Defendants)

27 99. SeedJunky incorporates by reference each and every allegation contained in
28 each paragraph above as though the same were set forth in full herein.

1 100. In the course of managing Minntz LLC, the Managing Defendants regularly
2 and consistently provided SeedJunky financial dashboards containing false and fraudulent
3 financial data.

4 101. Managing Defendants knew that these financial dashboards contained false
5 and fraudulent financial data at the time that they provided them to SeedJunky and/or
6 recklessly presented this false and fraudulent financial data to SeedJunky without regard
7 for its truth. Defendants Berling, Chang, Ramsey, Habenicht, Flamenco, and Cookies SF
8 and Biggerbizz LLC conspired with, aided, or abetted the Managing Defendants to make
9 these fraudulent statements and/or are the alter egos of the Managing Defendants and each
10 other.

11 102. Defendants intended that SeedJunky would rely on this false and fraudulent
12 financial data and SeedJunky reasonably relied on this false and fraudulent financial data.

13 103. Moreover, by their role as manager of Minntz, the Managing Defendants had
14 exclusive control of the day-to-day operation of Minntz and were in a position of trust,
15 confidence and fiduciaries to SeedJunky. Nonetheless, Managing Defendants failed to
16 disclose that they had been falsely reporting expenses to SeedJunky and had been assigning
17 non-Minntz expenses to Minntz in an effort to unjustly enrich themselves and their other
18 businesses. Defendants Berling, Chang, Ramsey, Habenicht, Flamenco, and Cookies SF
19 and Biggerbizz LLC conspired with, aided, or abetted the Managing Defendants to conceal
20 these facts and/or are the alter egos of the Managing Defendants and each other.

21 104. Moreover, Managing Defendants intentionally failed to disclose to Plaintiffs
22 the true amount of profits and expenses for Minntz, which were known only to Managing
23 Defendants and which SeedJunky could not have discovered. Defendants Berling, Chang,
24 Ramsey, Habenicht, Flamenco, and Cookies SF and Biggerbizz LLC conspired with, aided,
25 or abetted the Managing Defendants to conceal these facts and/or are the alter egos of the
26 Managing Defendants and each other.

27 105. Moreover, Managing Defendants disclosed some facts as to the amount of
28 Minntz's profits and losses to SeedJunky, but intentionally failed to disclose the true

1 amount of these profits and losses, making the disclosure deceptive. Defendants Berling,
2 Chang, Ramsey, Habenicht, Flamenco, and Cookies SF and Biggerbizz LLC conspired
3 with, aided, or abetted the Managing Defendants to conceal these facts and/or are the alter
4 egos of the Managing Defendants and each other.

5 106. Moreover, through their conduct set forth in detail above, Managing
6 Defendants prevented SeedJunky from knowing the true amount of profits and losses for
7 Minntz. Defendants Berling, Chang, Ramsey, Habenicht, Flamenco, and Cookies SF and
8 Biggerbizz LLC conspired with, aided, or abetted the Managing Defendants to conceal
9 these facts and/or are the alter egos of the Managing Defendants and each other.

10 107. Due to Managing Defendants' fraud, SeedJunky did not know the true amount
11 of profits and losses for Minntz or that Managing Defendants had been falsely reporting
12 expenses to SeedJunky and had been assigning non-Minntz expenses to Minntz in an effort
13 to unjustly enrich themselves and their other businesses. Defendants Berling, Chang,
14 Ramsey, Habenicht, Flamenco, and Cookies SF and Biggerbizz LLC conspired with, aided,
15 or abetted the Managing Defendants to conceal these facts and/or are the alter egos of the
16 Managing Defendants and each other.

17 108. Managing Defendants intended to conceal the true amount of profits and
18 losses for Minntz or that Managing Defendants had been falsely reporting expenses to
19 SeedJunky and had been assigning non-Minntz expenses to Minntz in an effort to unjustly
20 enrich themselves and their other businesses from SeedJunky. Defendants Berling, Chang,
21 Ramsey, Habenicht, Flamenco, and Cookies SF and Biggerbizz LLC conspired with, aided,
22 or abetted the Managing Defendants to conceal these facts and/or are the alter egos of the
23 Managing Defendants and each other.

24 109. Had Managing Defendants disclosed that they had disclosed the true amount
25 of profits and losses for Minntz or not concealed that Managing Defendants had been
26 falsely reporting expenses to SeedJunky and had been assigning non-Minntz expenses to
27 Minntz in an effort to unjustly enrich themselves and their other businesses from
28

1 SeedJunky, SeedJunky would not have continued to work with Defendants and provide
2 SeedJunky Genetics to Minntz.

3 110. Managing Defendants' fraud was a substantial factor in causing SeedJunky's
4 harm.

5 111. The above-described acts were done willfully and maliciously, with the
6 deliberate intent to injure SeedJunky and, on information and belief, for Defendants'
7 benefit and financial gain, as well as the benefit and financial gain of their co-conspirators,
8 thereby entitling Plaintiffs to exemplary damages pursuant to California Civil Code § 3294
9 and/or attorneys' fees to be proven at trial.

10 **SEVENTH CAUSE OF ACTION**

11 **INTENTIONAL INTERFERENCE WITH CONTRACT**

12 (Against All Defendants)

13 112. SeedJunky incorporates by reference each and every allegation contained in
14 each paragraph above as though the same were set forth in full herein.

15 113. At all times mentioned herein, SeedJunky had ongoing contractual business
16 relationships with numerous third-parties as set forth above.

17 114. As set forth above, Defendants, and each of them, individually and as a result
18 of and as part of the objectives of their conspiracy and the acts of their co-conspirators,
19 intentionally interfered with the contracts between SeedJunky and the aforementioned third
20 parties.

21 115. As a direct and proximate result of Defendants' acts, SeedJunky has suffered
22 actual damages the precise amount of which will be proved at trial.

23 116. The above-described acts were done willfully and maliciously, with the
24 deliberate intent to injure SeedJunky and, on information and belief, for Defendants'
25 benefit and financial gain, as well as the benefit and financial gain of their co-conspirators,
26 thereby entitling SeedJunky to exemplary damages pursuant to California Civil Code §
27 3294 and/or attorneys' fees to be proven at trial.
28

1 117. Defendants' misconduct described above is ongoing and SeedJunky has
2 suffered and will continue to suffer irreparable harm. Accordingly, SeedJunky is entitled to
3 preliminary and permanent injunctive relief enjoining Defendants, and individuals and
4 entities acting with them, from engaging in further misconduct set forth above.

5 **EIGHTH CAUSE OF ACTION**

6 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC**
7 **ADVANTAGE**

8 (Against All Defendants)

9 118. SeedJunky incorporates by reference each and every allegation contained in
10 each paragraph above as though the same were set forth in full herein.

11 119. SeedJunky had an ongoing business and prospective business relationship
12 with numerous third-parties as set forth above.

13 120. Knowing of these valid business relationships and expectancies, Defendants,
14 intentionally interfered with the contracts between SeedJunky and the aforementioned
15 third-parties through the acts and misconduct set forth above.

16 121. Defendants' acts and misconduct set forth above were independently wrongful
17 because they constituted breaches of defendants fiduciary duty of loyalty to SeedJunky and
18 Minntz and violated the Minntz Operating Agreement, violated California Business and
19 Professions Code §§ 17200, et seq. and 17500 et seq., and were tortious. By engaging in
20 such conduct, Defendants intended to interfere with the ability of SeedJunky / Minntz to
21 benefit from the continued contractual and business relationships between SeedJunky
22 and/or Minntz and the third parties for the purpose of damaging SeedJunky. Defendants'
23 conduct was not justifiable by any law or privilege of competition.

24 122. As a direct and proximate result of Defendants' acts, SeedJunky has suffered
25 actual damages the precise amount of which is not now known but which will be proved at
26 trial.

27 123. The above-described acts were done willfully and maliciously, with the
28 deliberate intent to injure SeedJunky and, on information and belief, for Defendants'

1 benefit and financial gain, as well as the benefit and financial gain of his co-conspirators,
2 thereby entitling SeedJunky to exemplary damages pursuant to California Civil Code §
3 3294 and/or attorneys' fees to be proven at trial.

4 124. Defendants' misconduct described above is ongoing and SeedJunky has
5 suffered and will continue to suffer irreparable harm. Accordingly, SeedJunky is entitled to
6 preliminary and permanent injunctive relief enjoining Defendants, and individuals and
7 entities acting with them, from engaging in further misconduct set forth above.

8 **NINTH CAUSE OF ACTION**

9 **BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

10 (Against All Defendants)

11 125. SeedJunky incorporates by reference each and every allegation contained in
12 each paragraph above as though the same were set forth in full herein.

13 126. Implicit in the contract between SeedJunky and Defendants Cookies LLC and
14 Cookies Inc. was a covenant that the Defendants would use their best efforts to give effect
15 to the terms of the Operating Agreement and Contribution Agreement.

16 127. This implied covenant required Defendants to act in good faith at all times in
17 an attempt to ensure that SeedJunky received the benefits of the Operating Agreement and
18 Contribution Agreement.

19 128. As set forth in detail above, Defendants breached this implied covenant of
20 good faith and fair dealing by deliberately acting to deprive SeedJunky of the benefits of
21 the Operating Agreement and Contribution Agreement.

22 129. Defendants' breaches of this implied covenant of good faith and fair dealing
23 were a substantial factor in causing SeedJunky's harm the amount of which is to be proven
24 at trial.

1 **TENTH CAUSE OF ACTION**

2 **COMMON LAW UNFAIR COMPETITION**

3 (Against All Defendants)

4 130. SeedJunky incorporates by reference each and every allegation contained in
5 each paragraph above as though the same were set forth in full herein.

6 131. SeedJunky has invested significant time and resources in the development of,
7 and in maintaining and protecting, the Minntz Genetics.

8 132. Defendants stole and used SeedJunky / Minntz's Genetics and sold it and
9 otherwise provided it to third-parties for their own gain. Indeed, Defendants tried to pass
10 off the source of the Minntz Genetics as its own by packaging it in packaging and labels
11 containing Defendants' name and logos to make it appear as if the Minntz Genetics were
12 Defendants'. SeedJunky / Minntz did not authorize or consent to Defendants' use of the
13 Minntz Genetics in this manner.

14 133. Defendants falsely and wrongfully incorporated Defendants' branding and
15 other information to make it appear as if the Minntz Genetics was Defendants. Defendants
16 then sold the Minntz Genetics to third-parties, causing deception among consumers as well
17 as falsely representing that Defendants were the true owner of the Minntz Genetics.

18 134. Defendants have unlawfully, unfairly, and deceptively engaged in practices
19 violating California law, including but not limited to, passing off the Minntz Genetics to
20 make it appear as if it were Defendants' own. Such conduct, creates a likelihood of
21 confusion as to the source of the Minntz Genetics. Defendants' acts are a violation of
22 California common law unfair competition.

23 135. As a result of Defendants' conduct set forth above, SeedJunky has suffered
24 and will continue to suffer competitive injury including, but not limited to, damage to its
25 business, reputation, and goodwill.

26 136. Upon information and belief, Defendants profited from their misconduct set
27 forth above, including by receiving revenue and by obtaining non-monetary goodwill with
28 customers as a result of the theft and sale of the Minntz Genetics, which thereby diminished

1 the value of the Minntz Genetics. As such, Defendants have been unjustly enriched by its
2 misconduct to the detriment and expense of SeedJunky. It would be unjust for Defendants
3 to retain this benefit and Defendants should not be permitted to reap the benefits of their
4 wrongful misconduct.

5 137. SeedJunky has no adequate remedy at law and, if Defendants' actions are not
6 enjoined, SeedJunky will continue to suffer irreparable harm.

7 138. Defendants' violation of California unfair competition law was done willfully
8 and with oppression, fraud, and malice as defined Cal. Civil Code § 3294(c). Such conduct
9 justifies an award of punitive and exemplary damages pursuant to Cal. Civ. Code § 3294.

10 **ELEVENTH CAUSE OF ACTION**

11 **TRADE LIBEL**

12 (Against All Defendants)

13 139. SeedJunky incorporates by reference each and every allegation contained in
14 each paragraph above as though the same were set forth in full herein.

15 140. As set forth in detail above, Defendants made numerous false and misleading
16 statements to SeedJunky's vendors, distributors, retailers, and others.

17 141. Defendants made these statements intending to injure SeedJunky's reputation,
18 trade, and business.

19 142. SeedJunky suffered harm to its reputation, trade, and business resulting in
20 actual damages.

21 143. Defendants' conduct set forth in detail above was a proximate and substantial
22 cause of SeedJunky's harm.

23 144. Defendants' misconduct described above is ongoing and SeedJunky has
24 suffered and will continue to suffer irreparable harm. Accordingly, SeedJunky is entitled to
25 preliminary and permanent injunctive relief enjoining Defendants, and individuals and
26 entities acting with them, from engaging in further misconduct set forth above.
27
28

1 **TWELFTH CAUSE OF ACTION**

2 **ACCOUNTING**

3 (Against All Defendants)

4 145. SeedJunky incorporates by reference each and every allegation contained in
5 each paragraph above as though the same were set forth in full herein.

6 146. As set forth in detail above, Defendants owe fiduciary duties to SeedJunky in
7 connection with the operation of Minntz, LLC. Due to Defendants' misrepresentations and
8 breaches of their fiduciary duties as set forth above, a need exists for an accounting of
9 amounts owed to SeedJunky.

10 147. Due to Defendants' misconduct and control over Minntz, LLC an accounting
11 is necessary to determine the amounts owed to SeedJunky.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, SeedJunky prays that the Court:

14 1. Enter judgment in favor of SeedJunky and against Defendants on all Claims
15 for Relief;

16 2. Order Defendants to pay SeedJunky the damages they sustained as a result of
17 Defendants' unlawful acts;

18 3. Order Defendants to account for and pay to SeedJunky all gains, profits, and
19 savings derived from their wrongful conduct;

20 4. Order Defendants to pay SeedJunky punitive damages for all other claims for
21 which relief for such damages are authorized;

22 5. Issue an Order preliminarily and permanently enjoining Defendants and all
23 persons or entities acting with them from directly or indirectly taking the following actions:

24 (a) Accessing, using, retaining, or disclosing any of the Minntz Genetics, data,
25 documents, or property taken from or belonging to Minntz;

26 (b) Retrieving, copying, transmitting or disseminating any Minntz Genetics,
27 data, documents, or property taken from or belonging to Minntz;

28 (c) Destroying, altering, erasing, or otherwise modifying, or causing or

1 permitting anyone else to destroy, alter, erase, or otherwise modify any of
2 Minntz's data, documents, or property taken from or belonging to Minntz
3 or other evidence relating to this action; and

4 (d) Interfering with SeedJunky's existing customer contracts or relationships.

5 Plaintiffs further pray that the Court, as part of its injunctive order direct
6 Defendants and all persons acting with them to identify under oath:

7 (a) Each and every instance of the Minntz Genetics (by name or other
8 identifying means) they unlawfully stole from Minntz and provided to a
9 third party;

10 (b) All electronic storage devices (including but not limited to home
11 computers, thumb drives, CDs, hard drives, private email accounts, and
12 other media capable of storing electronic data) in Defendants' possession,
13 custody, or control, for purposes of allowing a third party expert to
14 forensically image and preserve the data on these devices so that it can be
15 inspected; and

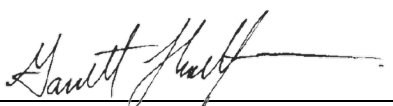
16 (c) Those individuals who have been given access to (and what use has been
17 made of) the Minntz Genetics that Defendants unlawfully stole from
18 Minntz.

19 6. Order Defendants to pay pre- and post-judgment interest at the maximum
20 legal rate, as provided by California law, as applicable, as an element of damages that
21 Plaintiffs have suffered as a result of Defendants' wrongful and illegal acts; and

22 7. Order such other and further relief as this Court deems just and proper.
23

24 Dated: July 3, 2023

BARNES & THORNBURG LLP

25 By: 
26 Garrett S. Llewellyn

27 Attorneys for Plaintiff,
28 H n V Holdings, LLC