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6 Attorneys for Plaintiffs

7 UNITED STATES DISTRICT COURT  
8 CENTRAL DISTRICT OF CALIFORNIA  
9

10 JACK DANIELS, an individual; CAL  
11 WEST HOLDINGS, INC., a California  
12 corporation; SKY HIGH COMFORT,  
13 LLC, a California limited liability  
14 company, and AIRPLANE POCKETS  
15 LLC, a California limited liability  
16 company,

16 Plaintiffs,

17 vs.  
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19 JAY GROSSMAN, an individual;  
20 BRIT-GABRIELLE SHARON-  
21 SHASHA, an individual; HOMELESS  
22 NOT TOOTHLESS, a Nevada  
23 domestic nonprofit corporation; A  
24 SLICE OF PR, INC., a California  
25 corporation; JAY S. GROSSMAN,  
26 D.D.S., INC. dba Concierge Dentistry,  
a California corporation, and APP LA,  
27 LLC, a California limited liability  
28 company

27 Defendants.

Case No.:

COMPLAINT FOR PATENT  
INFRINGEMENT, TRADEMARK  
INFRINGEMENT, FALSE  
DESIGNATION OF ORIGIN,  
BREACH OF FIDUCIARY DUTY,  
CONVERSION, UNFAIR  
COMPETITION, INVASION OF  
PRIVACY, AND DECLARATORY  
RELIEF

DEMAND FOR JURY TRIAL

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Plaintiffs Jack Daniels (“Daniels”), Cal West Holdings, Inc., (“Cal West”), Sky High Comfort, LLC (“Sky High”), and Airplane Pockets, LLC (“Airplane Pockets” or “LLC”) hereby complains Defendants Jay Grossman (“Grossman”), Brit-Gabrielle Sharon-Shasha (“Sharon”), Homeless Not Toothless (“HNT”), A Slice of PR, Inc. (“Slice”), Jay S. Grossman, D.D.S., Inc. dba Concierge Dentistry (“Concierge”), and APP LA, LLC, a California limited liability company, as follows:

**INTRODUCTION**

1. Jack Daniels conceived of an invention called the Airplane Pockets. Daniels filed for patent protection, trademarked the term AIRPLANE POCKETS, and obtained the domain name airplanepockets.com, all in his own name.

2. In 2015, Daniels and Jay Grossman discussed partnering together to grow the business. The parties anticipated created a limited liability company, which would be named Airplane Pockets LLC. However, Daniels and Grossman did not form the LLC at that time but rather entered into a joint venture agreement, between Daniels, individually, and HNT, on behalf of Grossman,. The parties agreed that Grossman would pay \$45,000 for patent attorney fees in consideration of his 50% ownership of the JV; Daniels would run the day-to-day business. It was contemplated that Daniels would hold his ownership individually and Grossman would hold his ownership through Homeless Not Toothless, his non-profit. There is no evidence that either Grossman or Homeless Not Toothless actually paid \$45,000, and thus no evidence that either has any rights in the JV.

3. In 2018, Grossman caused Airplane Pockets LLC to be formed in California, and he and Daniels signed an operating agreement that acknowledged that the two of them (individually) were members of the LLC and each was a manager of the LLC. Affirmation that each was a manager of the LLC is set forth in statements of information filed with the Secretary of State in 2021.

1           4. In 2021, Daniels and Grossman agreed that they would transfer their  
2 rights in the JV to Cal West Holdings, LLC and APP LA, LLC, respectively, and  
3 that each party would be bound by the terms of the JV agreement. However,  
4 Daniels was not aware that Grossman and Homeless Not Toothless had not  
5 contributed \$45,000 in payments as consideration. The amendment did not amend  
6 the LLC operating agreement.

7           5. Beginning in 2015, Daniels generally oversaw the day-to-day  
8 operations of the company and Grossman oversaw the company's finances and  
9 bank accounts. Grossman established a bank account as Jay Grossman, sole  
10 proprietor, apparently on behalf of Airplane Pockets, LLC. Some sales were made  
11 before 2018, but sales started to pick up in 2020. Between 2016 and 2019,  
12 Grossman failed to keep bank records and a general ledger to indicate the cash  
13 flow, profit/loss, and other accounting records of the company. Beginning in 2018  
14 and later, as the venture made money, Grossman used the company funds for his  
15 personal benefit. He hired his daughter-in-law, Brit-Gabrielle Sharon-Shasha, and  
16 her company, A Slice of PR, Inc., for \$1,500 per month to allegedly provide  
17 services. However, Grossman caused the payments to go from the company bank  
18 account to his personal account and then, on information and belief, to his dental  
19 practice, Jay S. Grossman, D.D.S., Inc. dba Concierge Dentistry and/or Homeless  
20 Not Toothless to pay Sharon. Daniels believes that Sharon's efforts for the  
21 company were small, and that she and Slice were performing other services for  
22 Concierge but were effectively paid from company funds. Similarly, Grossman  
23 caused company funds to be sent to HNT and/or Concierge for payments then made  
24 to Foundation Law Group LLP and Grossman's personal accountant. These  
25 diverted funds were not used solely for the benefit of the company, but rather to  
26 pay for Grossman's legal and accounting expenses at his other entities.

27           6. Additionally, Grossman caused the company to obtain an EIDL loan  
28 in the amount of \$32,900 on or about June 2, 2020. On the same day as the

1 company bank account received the funds, Grossman caused the same funds to be  
2 transferred to his personal bank account and the funds were not used for the benefit  
3 of the company. Upon learning of this deception, Daniels challenged Grossman,  
4 who said that he was saving the funds for future needs of the company and refused  
5 to return the funds to the company bank account. On or about December 22, 2021,  
6 after using the EIDL funds for his personal benefit or to earn interest, Grossman  
7 returned \$33,000 to the company’s bank account. Daniels then caused the company  
8 to repay \$24,500 of the EIDL loan, and Grossman tried to stop the payment.

9 7. Grossman, with no evidence that he contributed to become a partner in  
10 the JV or member in the LLC, has mismanaged the company assets and breached  
11 his fiduciary duties for the benefit of himself and the other Defendants.

12 8. Grossman also took over 11,500 units of the Airplane Pockets product  
13 into his personal possession and has refused to return the product. Daniels believes  
14 that Grossman has been selling the product for personal own benefit.

15 9. Both the JV and LLC no longer serve their purpose and the members  
16 cannot agree on the operation of the LLC. The JV agreement should be terminated  
17 and the LLC dissolved. The Patent, Trademark (both defined below) and domain  
18 name were in the name of Daniels, who assigned those assets to a new entity.

19 **THE PARTIES**

20 10. Plaintiff Jack Daniels is an individual doing business in and residing  
21 in Los Angeles County, California.

22 11. Plaintiff Cal West Holdings, Inc. is a corporation organized and  
23 existing under the laws of the State of California, and has a principal place of  
24 business in Los Angeles County, California.

25 12. Plaintiff Sky High Comfort, Inc. is a corporation organized and  
26 existing under the laws of the State of California, and has a principal place of  
27 business in Los Angeles County, California.

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1           13. Plaintiff Airplane Pockets, LLC is a California limited liability  
2 company, with its principal place of business located in Los Angeles County,  
3 California. Jack Daniels and Jay Grossman are the sole Members of the LLC and  
4 each is a Manager of the LLC. Grossman mismanaged the LLC and has taken  
5 advantage of it for his own personal benefit.

6           14. Defendant Jay Grossman is an individual doing business in and  
7 residing in Los Angeles County, California. Grossman is the principal owner of  
8 Jay S. Grossman, D.D.S., Inc. dba Concierge Dentistry.

9           15. Defendant Brit-Gabrielle Sharon-Shasha is an individual doing  
10 business in and residing in Los Angeles County, California. Plaintiffs are informed  
11 and believe, and thereupon allege, that Sharon is an owner, shareholder, and/or  
12 officer of A Slice of PR, Inc.

13           16. Defendant Homeless Not Toothless is a Nevada domestic nonprofit  
14 corporation doing business in Los Angeles County, California. Plaintiffs are  
15 informed and believe, and thereupon allege, that Grossman is an owner, member,  
16 manager, and/or officer of HNT. In 2021, Grossman was authorized to transfer his  
17 membership interest in Airplane Pockets LLC to HNT, an entity which, on  
18 information and belief, is owned and controlled in whole or in part by Grossman.  
19 Grossman has not informed Plaintiffs if the transfer of his membership interest in  
20 Airplane Pockets LLC to HNT was effected.

21           17. Defendant A Slice of PR, Inc. is a California corporation doing  
22 business in Los Angeles County, California. Plaintiffs are informed and believe,  
23 and thereupon allege, that Sharon is an owner, shareholder, and/or officer of A  
24 Slice of PR, Inc.

25           18. Defendant Jay S. Grossman, D.D.S., Inc. dba Concierge Dental is a  
26 California corporation doing business in Los Angeles County, California. Plaintiffs  
27 are informed and believe, and thereupon allege, that Grossman the owner,  
28 shareholder, and/or officer of Concierge.

1 19. Defendant APP LA, LLC is a California limited liability company  
2 doing business in Los Angeles County, California. Plaintiffs are informed and  
3 believe, and thereupon allege, that APP LA, LLC is owned and controlled by  
4 Grossman, and that he assigned his ownership in the joint venture to APP LA,  
5 LLC.

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7 **JURISDICTION AND VENUE**

8 20. The following claims arise under the United States patent laws, 35  
9 U.S.C. § 1 *et seq.* and the Lanham Act, 15 U.S.C. § 1051 *et seq.* This Court has  
10 federal question jurisdiction over the subject matter of the patent and trademark  
11 infringement claims under 28 U.S.C. §§ 1331 and 1338, 35 U.S.C. § 281, and 15  
12 U.S.C. § 1121.

13 21. The Court has subject matter jurisdiction over the other related  
14 California state law claims because they either arise under an Act of Congress  
15 relating to patents, pursuant to 28 U.S.C. § 1338, or the Court has supplemental  
16 jurisdiction pursuant to 28 U.S.C. § 1367.

17 22. The Court has personal jurisdiction over all Defendants because they  
18 reside within this district, transact business within this district, or have caused  
19 tortious injury to Plaintiffs by the acts complained of herein within this district.

20 23. Venue is proper in this district pursuant to 28 U.S.C. § 1400(b) because  
21 Defendants have committed acts of infringement and other tortious acts and have  
22 regular and established places of business within this district. Additionally, venue  
23 is proper pursuant to 28 U.S.C. § 1400(b) and/or 28 U.S.C. § 1391(b)(1) because  
24 Defendants reside or have their principal place of business within this district.  
25 Venue is further proper under 28. U.S.C. § 1391(b)(2) because a substantial part  
26 of the events or omissions giving rise to the claim occurred, or a substantial part of  
27 property that is the subject of this action is situation, in this judicial district.

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**GENERAL ALLEGATIONS**

24. Daniels conceived of the idea of “Airplane Pockets” and began developing the product. A provisional patent application was filed on or about July 11, 2007. In 2015, he discussed a joint venture with Grossman. Daniels and Grossman, through his entity Homeless Not Toothless, entered into a Joint Venture/Arrangement Agreement, dated April 19, 2015, for the purpose of creating Airplane Pockets LLC (“JV Agreement”). The JV Agreement anticipated Daniels and HNT being “shareholders” (not members) in the LLC. The JV Agreement contemplated issuing “shares” (not units) to the “shareholders.”

25. Airplane Pockets LLC was not organized in 2015. In fact, Airplane Pockets LLC was not organized until August 25, 2018, at which time it was organized as a California limited liability company.

26. When Airplane Pockets LLC was organized, the Members, Jack Daniels and Jay Grossman, signed an operating agreement, dated November 30, 2018. The operating agreement identified the two of them as the only Members of the LLC, each owning 50% of the units. The operating agreement identified both Jack Daniels and Jay Grossman and Managers of the LLC.

27. Plaintiffs are informed and believe, and thereupon allege, that Jay Grossman caused the filing of the articles of organization and obtained an EIN for the LLC, using LegalZoom.com. Statements of Information filed in November and December 2021, both filed using LegalZoom.com, identify Jack Daniels and Jay Grossman as the Managers of the LLC.

28. Daniels had invested his time and money in the development of the product. As consideration for Grossman and HNT joining in the venture, Grossman and HNT committed to expend at least \$45,000 on behalf of patent attorney fees. There is no evidence, however, that either Grossman or HNT expended at least \$45,000 on behalf of the JV for patent attorney fees.

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1           29. The JV Agreement contemplates being managed by a Board of  
2 Directors which would “consist of all of the Shareholders.”

3           30. The JV Agreement contains an arbitration provision (Section 8)  
4 requiring that “[a]ny controversy, dispute or claim arising out of or related to [the  
5 JV Agreement] or breach of this Agreement shall be settled solely by confidential  
6 binding arbitration by a single arbitrator in accordance with the commercial  
7 arbitration rules of JAMS or AAA in effect at the time the arbitration commences.”

8           31. The JV Agreement provides that it may amended by written agreement  
9 executed by each “Shareholder.” The LLC Operating Agreement, signed by both  
10 Jack Daniels and Jay Grossman in 2018, amended the JV Agreement, to the extent  
11 the JV Agreement was enforceable.

12           32. Daniels is informed and believes, and thereupon alleges, that  
13 Grossman never contributed \$45,000 toward patent attorney fees as consideration  
14 for his ownership in the LLC. Further, Grossman had represented that he had  
15 established a bank account for the LLC and would oversee the account. However,  
16 in doing so, Grossman has breached fiduciary duties and acted outside the scope  
17 of the business of the LLC, using the account for his personal benefit and using the  
18 LLC as his personal piggy bank.

19           33. Acting as manager of the LLC, both before and after the LLC was  
20 formed, Grossman caused the LLC to make payments to his daughter in-law, his  
21 personal attorneys and his personal CPA.

22           34. Daniels is informed and believes, and thereupon alleges, that  
23 Grossman caused the LLC to make payments to Sharon in the amount of \$1,500  
24 per month for marketing services for the LLC that were unwarranted. Daniels is  
25 informed and believes, and thereupon alleges, that the payments to Sharon were  
26 actually made by Grossman sending funds to either his personal bank account  
27 and/or Concierge Dental’s bank account, who then used the funds from the LLC  
28 to pay Sharon for her services for Concierge Dental.



1           35. Daniels is also informed and believes, and thereupon alleges, that  
2 Grossman caused the LLC to make payments to Foundation Law Group LLP for  
3 legal expenses of Grossman, HNT, and/or Concierge. Daniels is informed and  
4 believes, and thereupon alleges, that the payments to Foundation Law Group LLP  
5 were actually made by Grossman sending funds to Concierge Dental, who then  
6 used the funds from the LLC to pay his attorneys for his personal and/or dental  
7 legal services rather than exclusively for the benefit of the LLC.

8           36. Daniels is also informed and believes, and thereupon alleges, that  
9 Grossman caused the LLC to make payments to his CPA, Barry Ira Goldstein &  
10 Company AAC, for accounting expenses of Grossman, HNT, and/or Concierge.  
11 Daniels is informed and believes, and thereupon alleges, that the payments to Barry  
12 Ira Goldstein & Company AAC were paid from the LLC's bank account but are  
13 believed to not be for payment of the LLC's work but for other work for the benefit  
14 of Grossman.

15           37. In the spring of 2020, Grossman caused Airplane Pockets, LLC to  
16 apply for and obtain an EIDL loan, allegedly for the benefit of the LLC and its  
17 business purposes. However, once the LLC received the EIDL funds, Grossman  
18 caused those same funds to be transferred to his personal account. Grossman  
19 refuses to and has failed to account for the EIDL funds. After Grossman returned  
20 \$33,000 to the company bank account, over 18 months after the LLC received the  
21 EIDL funds, Daniels caused the LLC to repay a portion of the EIDL loan with LLC  
22 funds, while Grossman tried to stop the payment. Grossman has not reimbursed  
23 the LLC.

24           38. On or about January 2021, Sharon caused several changes to the  
25 operation of the LLC. Sharon has never been duly authorized as an officer of the  
26 company and yet refers to herself as VP of Sales. She has not been duly authorized  
27 to sell product for the company or cause any marketing to be undertaken. In  
28 particular, the control of the email accounts was switched to Sharon's control; the

1 login credentials for Shopify were changed to Sharon’s control; and the email for  
2 customer questions was redirected to Sharon. All these actions removed Daniels’s  
3 ability to interact with customers, oversee sales, and manage the company. Daniels  
4 is informed and believes, and thereupon alleges, that these changes and actions by  
5 Sharon were done under the direction of Grossman.

6 39. During the time that Sharon took control of the email accounts, she  
7 accessed and read the emails of Daniels, without his knowledge or approval. Some  
8 of the emails that she read were privileged communications between Daniels and  
9 his attorney, including emails related to this dispute.

10 40. As the dispute between Daniels and Grossman increased in nature,  
11 Grossman took the remaining inventory of Airplane Pockets products, estimated  
12 to be approximately 11,500 units. Daniels is informed and believes, and thereupon  
13 alleges, that Grossman, either personally or by and through one of his entities, has  
14 sold some of the product and retained the proceeds for himself.

15 41. Daniels is the inventor of the patent “Tray Table Cover” of U.S. Patent  
16 No. 9,051,087 (the “Patent”), issued on June 9, 2015, describing and claiming a  
17 sanitary cover that fits over an airplane tray table to enable a traveler to place  
18 personal items therein.

19 42. Defendant Grossman contends that Daniels assigned the Patent to  
20 Airplane Pockets LLC in 2015. However, Airplane Pockets LLC was not organized  
21 until 2018. Any purported assignment of the Patent to Airplane Pockets LLC prior  
22 to 2018 was invalid on its face because Airplane Pockets LLC did not exist.

23 43. Daniels assigned all rights, title and interest in and to the Patent to Sky  
24 High Comfort, Inc. on or about February 2, 2022. Sky High Comfort is the owner  
25 of the Patent.

26 44. Until February 2, 2022, Daniels has been the owner of U.S. Trademark  
27 Registration No. 3,978,719 for AIRPLANE POCKETS for “tableclothes, not of

28 ... ..

1 45. paper” (the “Trademark”). The Trademark was registered by the U.S.  
2 Patent and Trademark Office on June 14, 2011.

3 46. On or about February 2, 2022, Daniels assigned all rights, title and  
4 interest in and to the Trademark to Sky High Comfort.

5 47. On or about June 20, 2011, Daniels registered the domain name  
6 <airplanepockets.com> in his personal name. Ownership of the domain was never  
7 assigned or otherwise transferred to the JV or the LLC.

8 48. On or about February 2, 2022, Daniels assigned all rights, title and  
9 interest in and to the domain <airplanepockets.com> to Sky High Comfort.

10 49. Defendants, jointly and severally, have commercialized,  
11 manufactured, marketed and sold products that embody one or more claims of the  
12 Patent and use the Trademark, all without license from either Daniels or Sky High  
13 Comfort.

14 50. As a result of the acts and omissions of Grossman and the other  
15 Defendants, the purpose and function of the JV Agreement, to the extent it is  
16 operative or enforceable, has become impaired and the parties cannot agree to  
17 mutually operate under the terms of the JV Agreement.

18 51. As a result of the acts and omissions of Grossman and the other  
19 Defendants, the functionality of the LLC has become impaired and the parties  
20 cannot agree to mutually operate the LLC.

21 52. As a result of the actions of the Defendants, and each of them,  
22 Plaintiffs have been deprived of their rights and been damaged in their business  
23 and relationships with customers, manufacturers, and vendors.

24 **FIRST CLAIM FOR RELIEF**

25 **Declaratory Relief – Patent Ownership**

26 53. Plaintiffs repeat and reallege the allegations of paragraph 1 through 52  
27 above as if fully set forth herein.  
28

1           54. Daniels filed the application that ultimately registered as the Patent in  
2 his own name as the sole inventor.

3           55. Daniels never granted a license in the Patent to any Defendant or  
4 Airplane Pockets, LLC.

5           56. Grossman contends that the Patent was assigned to Airplane Pockets  
6 LLC on or about July 20, 2015, or that Airplane Pockets LLC was licensed to use  
7 the Patent.

8           57. However, it is undisputed that Airplane Pockets LLC did not exist at  
9 that time. It was not organized with the State of California until August 25, 2018.

10           58. On or about February 2, 2022, Daniels, as the sole owner of the Patent,  
11 transferred and assigned all right title and interest in and to the Patent to Sky High  
12 Comfort, Inc.

13           59. An actual controversy and justiciable has arisen between the parties in  
14 relation to the rights or duties or with respect to the ownership of the Patent.  
15 Daniels and Sky High request that the Court enter declaratory judgment that: (a)  
16 Daniels was the sole owner of the Patent from its issuance until its assignment to  
17 Sky High; (b) that Sky High is the current owner of the Patent; and (c) Defendants  
18 and Airplane Pockets LLC had no license to use the Patent.

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**SECOND CLAIM FOR RELIEF**

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**Declaratory Relief – Trademark Ownership**

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60. Plaintiffs repeat and reallege the allegations of paragraph 1 through 59  
above as if fully set forth herein.

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61. Daniels filed the application that ultimately registered as the  
Trademark in his own name as the sole inventor.

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62. Daniels never assigned the Trademark to Defendants or Airplane  
Pockets, LLC.

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1 63. Daniels never granted a license to Defendants or Airplane Pockets  
2 LLC to use the Trademark.

3 64. On or about February 2, 2022, Daniels, as the sole owner of the  
4 Trademark, transferred and assigned all right title and interest in and to the  
5 Trademark to Sky High Comfort, Inc.

6 65. An actual controversy and justiciable has arisen between the parties in  
7 relation to the rights or duties or with respect to the ownership of the Trademark.  
8 Daniels and Sky High request that the Court enter declaratory judgment that: (a)  
9 Daniels was the sole owner of the Trademark from its issuance until its assignment  
10 to Sky High; (b) that Sky High is the current owner of the Trademark; and (c)  
11 Airplane Pockets LLC had no license to use the Trademark.  
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13 **THIRD CLAIM FOR RELIEF**

14 **Declaratory Relief – Ownership of Domain Name**

15 66. Plaintiffs repeat and reallege the allegations of paragraph 1 through 65  
16 above as if fully set forth herein.

17 67. Daniels registered the domain name <airplanepockets.com> in his  
18 personal name on or about June 20, 2011,

19 68. Daniels never assigned the domain name <airplanepockets.com> to  
20 Defendants or Airplane Pockets LLC.

21 69. Daniels never granted a license to Defendants or Airplane Pockets  
22 LLC to use the domain name <airplanepockets.com>.

23 70. On or about February 2, 2022, Daniels, as the sole owner of the domain  
24 name <airplanepockets.com>, transferred and assigned all right title and interest in  
25 and to the domain name <airplanepockets.com> to Sky High Comfort, Inc.

26 71. An actual controversy and justiciable has arisen between the parties in  
27 relation to the rights or duties or with respect to the ownership of the domain name  
28 <airplanepockets.com>. Daniels and Sky High request that the Court enter

1 declaratory judgment that: (a) Daniels was the sole owner of the domain name  
2 <airplanepockets.com> from its issuance until its assignment to Sky High; (b) that  
3 Sky High is the current owner of the domain name <airplanepockets.com>; and (c)  
4 Airplane Pockets LLC had no license to use the domain name  
5 <airplanepockets.com>.

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7 **FOURTH CLAIM FOR RELIEF**

8 **Declaratory Relief - Unenforceability, Expiration or Termination**  
9 **of the JV Agreement**

10 72. Plaintiffs repeat and reallege the allegations of paragraph 1 through 71  
11 above as if fully set forth herein.

12 73. On or about April 19, 2015, Daniels and Grossman, through his entity  
13 HNT, entered into the JV Agreement.

14 74. On or about July 14, 2021, Daniels transferred his relationship in the  
15 JV to Cal West and HNT transferred its relationship in the JV to APP LA. The  
16 approval of transfer of shares/units stated that Cal West and APP LA consented to  
17 be bound by the terms and provisions of the JV Agreement.

18 75. However, the purpose of the JV Agreement had been frustrated and  
19 ineffective for several years. That JV Agreement referred to “shareholders,”  
20 management by a “Board of Directors” and a “Managing Shareholder.” It  
21 anticipated the creation of Airplane Pockets LLC in 2015. However, no limited  
22 liability company was organized at that time. The purpose of the JV Agreement  
23 was for Daniels and HNT to form and operate some corporate entity, which never  
24 occurred.

25 76. The LLC was not organized until 2018 when articles of organization  
26 were filed and Jack Daniels and Jay Grossman (individually) signed and became  
27 members of the LLC.

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1 77. Neither Cal West nor HNT nor APP LA were ever members or  
2 managers of Airplane Pockets, LLC.

3 78. Further, neither Grossman, HNT nor APP LA effectively became  
4 partners in the JV. As a condition of entering into partnership, Grossman  
5 committed to expend \$45,000 in attorneys' fees for patent prosecution. Daniels  
6 contends that Grossman never spent \$45,000 in attorneys' fees for the benefit of  
7 the JV. Grossman contends that he did spend \$45,000 in attorneys' fees for the  
8 benefit of the JV.

9 79. Nevertheless, Grossman, HNT and/or APP LA contend that the JV  
10 Agreement is the operative and controlling agreement for the LLC.

11 80. An actual controversy and justiciable has arisen between the parties in  
12 relation to the enforceability and governance of the JV Agreement in regard to  
13 Airplane Pockets LLC. Daniels requests that the Court enter declaratory judgment  
14 that: (a) the JV Agreement is invalid or unenforceable; (b) that the JV Agreement  
15 does not govern the operation of Airplane Pockets LLC; (c) Grossman or HNT  
16 were never partners in the JV; (d) the JV was never operational as its purpose was  
17 frustrated at the time of its signing; (e) the JV Agreement is not enforceable by and  
18 between the parties; and (f) alternatively, if the JV Agreement was operation and  
19 enforceable, it should be voided, rescinded or terminated at this time as its purpose  
20 is frustrated and the partners cannot cooperate and manage the JV together.

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### **FIFTH CLAIM FOR RELIEF**

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#### **Declaratory Relief – Enforceability of the LLC Operating Agreement**

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21. Plaintiffs repeat and reallege the allegations of paragraph 1 through 80  
above as if fully set forth herein.

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22. On or about August 25, 2018, Daniels and Grossman formed Airplane  
Pockets LLC.

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... ..

1 83. On or about November 30, 2018, Daniels and Grossman signed an  
2 operating agreement for the LLC, which indicated that both were Members,  
3 owning 50% each, and each was a Manager of the LLC.

4 84. Plaintiffs are informed and believe, and thereupon allege, that Jay  
5 Grossman caused the filing of the articles of organization and obtained an EIN for  
6 the LLC, using LegalZoom.com. Statements of Information filed in November and  
7 December 2021, both filed using LegalZoom.com, identify Jack Daniels and Jay  
8 Grossman as the Managers of the LLC.

9 85. Grossman, HNT and LA APP, LLC contend that the JV Agreement is  
10 operative and controls the management and operation of Airplane Pockets LLC.

11 86. Daniels and Cal West contend that the LLC Operating Agreement is  
12 operative and controls the management and operation of Airplane Pockets LLC.

13 87. An actual controversy and justiciable has arisen between the parties in  
14 relation to the control, operation and management of the LLC by virtue of the LLC  
15 Operating Agreement. Daniels and Cal West request that the Court enter  
16 declaratory judgment that: (a) the LLC Operating Agreement is valid and  
17 enforceable, and (b) the LLC Operating Agreement directs that Grossman and  
18 Daniels were Members and Managers of the LLC.

19 **SIXTH CLAIM FOR RELIEF**

20 **Patent Infringement – Against Grossman, HNT, APP LA, Sharon and Slice**

21 88. Plaintiffs repeat and reallege the allegations of paragraph 1 through 87  
22 above as if fully set forth herein.

23 89. Attached hereto and incorporated by reference as Exhibit 1 is a true  
24 and correct copy of the Patent.

25 90. Attached hereto and incorporated by reference as Exhibit 2 is a true  
26 and correct copy of the assignment of the Patent to Sky High.

27 91. Sky High is the sole owner of all right, title and interest to the Patent,  
28 and the accompanying rights to enforce and recover judgments.



1           92. The Patent is presumed valid under 35 U.S.C. § 282.

2           93. Defendants Grossman, HNT, APP LA, Sharon and/or Slice have  
3 directly infringed, are directly infringing and will continue to directly infringe,  
4 literally or under the doctrine of equivalents, one or more claims of the Patent under  
5 35 U.S.C § 271(a) by making, using, selling, and/or offering for sale the Airplane  
6 Pockets Tray Table Cover, which embodies one or more claims of the Patent, for  
7 their sole benefit in a competing enterprise without Sky High’s authorization, or  
8 Daniel’s authorization prior to assignment.

9           94. Defendants Grossman, HNT, APP LA, Sharon and/or Slice have  
10 infringed, are infringing, and will continue to infringe, literally and under the  
11 doctrine of equivalents, by inducing the infringement of others, including without  
12 limitation manufactures and end users, of one or more claims of the Patent under  
13 35 U.S.C § 271(b) by making, using, selling, and/or offering for sale the Airplane  
14 Pockets Tray Table Cover, which embodies one or more claims of the Patent, for  
15 their sole benefit in a competing enterprise without Airplane Pockets’  
16 authorization.

17           95. Defendants Grossman, HNT, APP LA, Sharon and/or Slice have  
18 infringed, are infringing, and will continue to infringe, literally or under the  
19 doctrine of equivalents, by contributing to the infringement of others, including  
20 without limitation manufacturers and end users, of one or more claims of the Patent  
21 under 35 U.S.C § 271(c) by making, using, selling, and/or offering for sale the  
22 Airplane Pockets Tray Table Cover, which embodies one or more claims of the  
23 Patent, for their sole benefit in a competing enterprise without Airplane Pockets’  
24 authorization.

25           96. Defendants Grossman, HNT, APP LA, Sharon and/or Slice had and  
26 have actual knowledge of the Patent and Daniels’ assignment thereof to Airplane  
27 Pockets.

28           ... ..

1 97. The acts of Defendants Grossman, HNT, APP LA, Sharon and/or Slice  
2 which constitute patent infringement are willful.

3 98. Defendants Grossman, HNT, APP LA, Sharon and/or Slice’s patent  
4 infringement has caused and is causing irreparable injury to Sky High and, unless  
5 enjoined, will continue to cause irreparable injury.

6 99. As a result of Defendants Grossman, HNT, APP LA, Sharon and/or  
7 Slice intentional and willful infringement, Sky High is entitled to an injunction and  
8 damages in a sum to be determined in accordance with 35 U.S.C. §§ 271, 281,  
9 283, and 284.

10 **SEVENTH CLAIM FOR RELIEF**

11 **Trademark Infringement –**

12 **Against Grossman, HNT, APP LA, Sharon and Slice**

13 100. Plaintiffs repeat and reallege the allegations of paragraph 1 through 99  
14 above as if fully set forth herein.

15 101. This is a claim for trademark infringement and arises under 15 U.S.C.  
16 § 1114 against Defendants Grossman, Sharon and/or Slice.

17 102. Sky High is the owner of the Trademark, a true and correct copy of  
18 which is attached hereto and incorporated by reference as Exhibit 3.

19 103. The Trademark has been in used in commerce in connection with the  
20 sale of Airplane Pocket products, which are known and associated with Daniels.  
21 The marks appear clearly on packaging, advertisements, product brochures, and on  
22 products.

23 104. Defendants Grossman, HNT, APP LA, Sharon and/or Slice have  
24 manufactured, imported, advertised, offered for sale, and/or sold products  
25 embodying this registered mark without authority from Daniels or Sky High for  
26 doing so.

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1           105. Sky High is informed and believes, and thereupon alleges, that  
2 Defendants Grossman, HNT, APP LA, Sharon and/or Slice’s use of this mark in  
3 commerce constitutes trademark infringement.

4           106. Sky High is informed and believes, and thereupon alleges, that  
5 Defendants Grossman, HNT, APP LA, Sharon and/or Slice’s unauthorized use of  
6 the Trademark has caused or is likely to cause confusion in the marketplace as to  
7 the source of origin of Defendants Grossman and Airplane Pockets products and  
8 has caused damage to Sky High within this jurisdictional district.

9           107. Sky High is informed and believes, and thereupon alleges, that  
10 Defendants Grossman, HNT, APP LA, Sharon and/or Slice willfully infringed  
11 upon Sky High’s exclusive rights under its Trademark with the intent to trade upon  
12 the good will of Sky High and to injure Sky High.

13           108. Sky High is informed and believes, and thereupon alleges, that  
14 Defendants Grossman, HNT, APP LA, Sharon and/or Slice have derived, received,  
15 and will continue to derive and receive from the aforesaid acts of infringement,  
16 gains, profits, and advantages in an amount not yet ascertainable, but will be  
17 determined at the time of trial. Sky High seeks compensation in an amount equal  
18 to its lost profits or the Defendants Grossman, Sharon and/or Slice’s profits, as well  
19 as treble damages, all pursuant to 15 U.S.C. § 1117.

20           109. Further, Sky High believes, and thereupon alleges, that the Defendants  
21 have used the identical or substantially indistinguishable versions of the registered  
22 marks. Thus, Defendants Grossman, HNT, APP LA, Sharon and/or Slice products  
23 are considered counterfeit under 15 U.S.C. § 1116. Plaintiffs are entitled to and  
24 seeks recovery of statutory damages for counterfeit sales under 15 U.S.C. § 1117.

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**EIGHTH CLAIM FOR RELIEF**

**False Designation of Origin under the Lanham Act – Against Grossman, HNT, APP LA, Sharon and/or Slice**

110. Plaintiffs repeat and reallege the allegations of paragraph 1 through 109 above as if fully set forth herein.

111. This is an action for unfair competition, false designation of origin of goods, and false description or representation of goods against Defendants Grossman, Sharon and/or Slice, pursuant to 15 U.S.C. § 1125(a).

112. Sky High is the exclusive licensee or owner, respectively, of the Trademark. Sky High has gained great recognition in the industry and the consuming public for its products using these marks, which has been widely recognized as emanating from Sky High, and Daniels previously.

113. Sky High is informed and believes, and thereupon alleges that Defendants Grossman, HNT, APP LA, Sharon and/or Slice were aware of Sky High’s (and Daniels’ previously) rights to the Trademark prior to the unauthorized use by Defendants Grossman, Sharon and/or Slice. Consequently, Sky High is informed and believes, and thereupon alleges, that Defendants Grossman, Sharon and/or Slice allowed the use these marks to free ride on the goodwill and reputation to Defendants Grossman, Sharon and/or Slice’s advantage.

114. Sky High is informed and believes and thereupon alleges that Defendants Grossman, HNT, APP LA, Sharon and/or Slice’s use of the Trademark on similar goods constitutes a false designation of origin, a false description or representation of goods, and wrongfully and falsely represents to the consuming public that the Defendants Grossman, Sharon and/or Slice products originated from or somehow are authorized by Sky High. These acts amount to utilizing a false designation of origin and a false description or representation in interstate commerce to compete unfairly with Sky High. The Defendants Grossman, Sharon  
... ..

1 and/or Slice acts are in violation of 15 U.S.C. § 1125(a) and will continue to the  
2 great and irreparable injury of Sky High unless enjoined by this Court.

3 115. Sky High is informed and believes, and thereupon alleges, that  
4 Defendants Grossman, HNT, APP LA, Sharon and/or Slice’s unauthorized use of  
5 the Trademark has caused confusion, or is likely to cause confusion, in the  
6 marketplace as to the source of origin of Defendants Grossman, Sharon and/or  
7 Slice’s products and has caused damage to Sky High within this jurisdictional  
8 district.

9 116. Sky High is informed and believes, and thereupon alleges, that  
10 Defendants Grossman, HNT, APP LA, Sharon and/or Slice willfully infringed  
11 upon Sky High’s exclusive rights under its trademark with the intent to trade upon  
12 the good will of Sky High and to injure Sky High.

13 117. Sky High has been damaged in this judicial district as a result of the  
14 Defendants Grossman, HNT, APP LA, Sharon and/or Slice’s infringement of its  
15 trademark. Sky High is informed and believes, and thereupon alleges, that  
16 Defendants Grossman, Sharon and/or Slice have derived, received, and will  
17 continue to derive and receive from the aforesaid acts of infringement, gains,  
18 profits, and advantages in an amount not yet ascertainable, but will be determined  
19 at the time of trial.

20 118. Sky High is informed and believes, and thereupon alleges, that  
21 Defendants Grossman, HNT, APP LA, Sharon and/or Slice will continue to  
22 infringe its Trademark to the great and irreparable injury of Sky High, for which  
23 Sky High has no adequate remedy at law unless Defendants Grossman, Sharon  
24 and/or Slice are enjoined by this court.

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**NINTH CLAIM FOR RELIEF**  
**Breach of Fiduciary and Other Duties – Against Grossman, Homeless Not  
Toothless and APP LA, LLC**

119. Plaintiffs repeat and reallege the allegations of paragraph 1 through 118 above as if fully set forth herein.

120. As a manager of Airplane Pockets LLC, Grossman owed and owes fiduciary duties to Airplane Pockets and its members, including Daniels, including, but not limited to, the duties of loyalty, care and good faith and fair dealing pursuant to California Corporations Code §§ 17704.09(b), 17704.09(c), 17704.09(d) and 17704.09(f)(1).

121. As a member of Airplane Pockets LLC, Grossman, HNT, and/or APP LA owed and owe duties to Airplane Pockets and its members, including Daniels, including, but not limited to, the duty of good faith and fair dealing pursuant to California Corporations Code §§ 17704.09(d) and 17704.09(f)(2).

122. Grossman, HNT, and/or APP LA also owed and owe continuing duties, including fiduciary duties, by virtue of the trust and confidence previously reposed in him or them by Airplane Pockets, including without limitation through Grossman’s proper and responsible management of the funds of the company.

123. Grossman, HNT and/or APP LA, and each of them, breached their fiduciary duties to Airplane Pockets and its other members by, without any authorization by, among other things, improperly acting for their sole benefit in a competing enterprise without Airplane Pockets’ authorization and misappropriating Airplane Pockets’ customers, funds, accounts and other assets, as alleged above.

124. As a direct result of Grossman, HNT and/or APP LA’s conflict of interest, disloyalty and dishonest acts, Grossman, HNT and/or APP LA’s breaches of fiduciary duty have proximately caused damage to Airplane Pockets LLC and its other members in an amount to be proven at trial.

1 125. Grossman, HNT and/or APP LA engaged in the foregoing conduct  
2 with oppression, fraud, and/or malice, and acted wantonly, willfully and with  
3 reckless disregard of the rights of Airplane Pockets and its other members, thereby  
4 entitling Airplane Pockets and its other members to an award of exemplary damages  
5 in an amount to be determined at trial.

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7 **TENTH CLAIM FOR RELIEF**

8 **Conversion – Against all Defendants**

9 126. Plaintiffs repeat and reallege the allegations of paragraph 1 through  
10 125 above as if fully set forth herein.

11 127. At all times relevant herein, Airplane Pockets owned, possessed,  
12 and/or had a right to possess, and still owns and/or has the right to possess any and  
13 all of its tangible and intangible property which it generated, including without  
14 limitations moneys in Airplane Pockets' bank accounts, the Tray Table Covers  
15 which Airplane Pockets manufactured and paid for and the sales proceeds  
16 generated from Airplane Pockets' contracts with and sales directly to its customers.

17 128. Defendants, and each of them, intentionally, wrongfully and  
18 substantially converted this property for their own use and for their personal benefit  
19 and gain as alleged above, including without limitation by taking possession of  
20 Airplane Pockets' funds on account, Airplane Pockets' existing inventory of Tray  
21 Table Covers, and/or intercepting the sales proceeds from Airplane Pockets' prior  
22 sales of Tray Table Covers and otherwise preventing Plaintiffs from having access  
23 to the same.

24 129. Airplane Pockets has demanded the immediate return of the above-  
25 mentioned property but Defendants failed and refused, and continue to fail and  
26 refuse, to return the property to Airplane Pockets.

27 130. As a proximate result of these conversions, Airplane Pockets has been  
28 damaged in an amount to be proven at trial.

1 131. Defendants engaged in the foregoing conduct with oppression, fraud  
2 and/or malice, and acted wantonly, willfully and with reckless disregard of the  
3 rights of Airplane Pockets, thereby entitling Airplane Pockets to an award of  
4 exemplary damages in an amount to be determined at trial.

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6 **ELEVENTH CLAIM FOR RELIEF**

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**Accounting – Against all Defendants**

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132. Plaintiffs repeat and reallege the allegations of paragraph 1 through  
131 above as if fully set forth herein.

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133. As described above, Defendants, and each of them, have received  
monies belonging to Airplane Pockets, including without limitation for the sales of  
Airplane Pockets’ existing inventory of Tray Table Covers. Airplane Pockets is  
further unaware of the exact amounts owed to it as a result of Defendants’ breach  
of fiduciary duties and/or conversions as alleged above.

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134. Defendants, and each of them, owed and owe a duty to account in detail  
to Airplane Pockets the specifics of these transactions and to hold this money, real  
property, personal property, and other items of value in trust for Airplane Pockets.

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135. Plaintiffs have demanded a fair and accurate accounting, but  
Defendants, and each of them, have failed and refused, and continue to fail and  
refuse, to provide any accounting of monies belonging to Airplane Pockets,  
including without limitation for the sales of Airplane Pockets’ existing inventory  
of Tray Table Covers. The amount of money and/or other items of value received  
by Defendants is unknown to Airplane Pockets and cannot be ascertained without  
Defendants’ accounting thereof.

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**TWELFTH CLAIM FOR RELIEF**

**Statutory Unfair Competition – Computer Fraud & Hacking  
(Cal. Bus. & Prof. § 17200; 18 U.S.C. § 1030 & Penal Code § 502) – Against  
Grossman, Sharon and Slice**

136. Plaintiffs repeat and reallege the allegations of paragraph 1 through 135 above as if fully set forth herein.

137. The foregoing conduct and actions of Grossman, Sharon and/or Slice constitute unfair competition under California Business & Professions Code § 17200.

138. Title 18 of the United States Code, Section 1030, makes it a crime to intentionally access a protected, nonpublic computer or to knowingly and with intent to defraud, access a protected computer without authorization and obtain anything of value.

139. California Penal Code § 502 makes it a crime to knowingly access and/or alter data or information on the computer of another. In doing the acts alleged herein, Grossman, Sharon and/or Slice, and each of them, caused injury to Daniels as defined in Penal Code § 502 by, without limitation, the alteration and/or deletion of Daniels’s and Airplane Pocket’s email network and/or or data.

140. As set forth more fully above, Sharon and/or Slice accessed the private computers of Daniels and particularly the email account of Daniels. Daniels is informed and believes, and thereupon alleges, that such acts were undertaken with the full knowledge and approval of Grossman.

141. As a direct and proximate result of the improper conduct of Sharon, Slice and/or Grossman, the Defendants had access to Daniels’s personal email, including privileged emails with his attorney, to spy on Daniels’s efforts to expose their fraud and deceit, and to regain control of this company. The exact benefit to Grossman, Sharon and/or Slice has not been calculated, but Daniels requests that

1 Grossman, Sharon and/or Slice be required to disgorge to Daniels the value of the  
2 confidential, competitive information obtained from the acts of Sharon's hacking.

3 142. Further, pursuant to Penal Code § 502, Daniels is entitled to  
4 compensatory damages, including any expenditures to verify that his computer  
5 system, computer network, computer program, or data was or was not altered,  
6 damaged, or deleted by the access and its reasonable attorney fees.

7 143. Grossman, Sharon and Slice engaged in the foregoing conduct with  
8 oppression, fraud and/or malice, and acted wantonly, willfully and with reckless  
9 disregard of the rights of Daniels, thereby entitling Daniels to an award of  
10 exemplary damages in an amount to be determined at trial.

### 11 12 **THIRTEENTH CLAIM FOR RELIEF**

#### 13 **Invasion of Privacy – Against Grossman, Sharon and Slice**

14 144. Plaintiffs repeat and reallege the allegations of paragraph 1 through  
15 143 above as if fully set forth herein.

16 145. This is a claim against Defendants Grossman, Sharon and Slice for  
17 invasion of privacy brought by Daniels.

18 146. Airplane Pockets maintains a secure computer server for hosting its  
19 email accounts. One of those email accounts belongs to Jack Daniels. Daniels  
20 secured his email with a private password.

21 147. Over a period of several months, Daniels sent and received  
22 confidential, private and even privileged emails using his Airplane Pockets email  
23 account.

24 148. Grossman, Sharon and Slice were aware of these emails, and chose to  
25 spy on these emails.

26 149. At the direction or approval of Grossman, Sharon changed the  
27 Airplane Pockets email accounts, giving her access to the passwords and emails of  
28 Daniels. Daniels is informed and believes, and thereupon alleges, that Sharon's

1 actions were intentionally taken to allow her to access without authority and spy  
2 on the emails of Daniels, including privileged communications with his attorney  
3 once this dispute arose.

4 150. Daniels is informed and believes that Sharon and/or Slice undertook  
5 these activities personally, and with the knowledge and approval of Grossman, and  
6 for his benefit.

7 151. Based on the unauthorized access and copying of emails, Grossman,  
8 Sharon and/or Slice used confidential, personal and privileged information of  
9 Daniels for their benefit.

10 152. Daniels has been injured as a result, as he lost certain competitive and  
11 legal advantages. As a direct result, Daniels has been injured in an amount that  
12 has not yet been determined, but which will be proven at trial.

13 153. Grossman, Sharon and Slice engaged in the foregoing conduct with  
14 oppression, fraud and/or malice, and acted wantonly, willfully and with reckless  
15 disregard of the rights of Daniels, thereby entitling Daniels to an award of  
16 exemplary damages in an amount to be determined at trial.

17 **FOURTEENTH CLAIM FOR RELIEF**

18 **Violation of California Business & Professions Code § 17200 et seq. –**  
19 **Against all Defendants**

20 154. Plaintiffs repeat and reallege the allegations of paragraph 1 through  
21 153 above as if fully set forth herein.

22 155. California Unfair Competition Law (“UCL”) defines “unfair business  
23 competition” to include any “unlawful, unfair or fraudulent business act or  
24 practice. *Cal. Bus & Prof. Code § 17200*. The UCL also provides for injunctive  
25 relief and restitution for violations.

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1           156. The UCL imposes strict liability, and therefore Plaintiffs do not need  
2 to prove that Defendants intentionally or negligently engaged in unlawful, unfair  
3 or fraudulent business practices, but only that such practices occurred.

4           157. A business act or practice is “unfair” under the UCL if it offends an  
5 established public policy or is immoral, unethical, oppressive, unscrupulous or  
6 substantially injurious, and that unfairness is determined by weighing the reasons,  
7 justifications and motives of the practice against the gravity of the harm to the  
8 victims.

9           158. Defendants illegally and fraudulently used Airplane Pocket’s funds for  
10 their personal benefit.

11           159. Defendants’ actions, as alleged above, constitute “unfair” business  
12 practices because their unauthorized use of Airplane Pocket’s funds for their own  
13 use and benefit was unlawful, immoral, unethical, unscrupulous and substantially  
14 injurious to Airplane Pockets and its members, including Daniels and Cal West.

15           160. A business act or practice is “unlawful” under the UCL if it violates  
16 any other law or regulation.

17           161. Defendants’ conduct is unlawful, unfair and fraudulent, and has caused  
18 injury to Airplane Pocket, Daniels and Cal West.

19           162. Pursuant to the UCL, Plaintiffs are entitled to preliminary and  
20 permanent injunctive relief and order Defendants to cease their unfair competition,  
21 as well as disgorgement and restitution to Plaintiffs of all of Defendants’ revenues  
22 associated with their unfair competition, or such portion of those revenues as the  
23 Court may find equitable.

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**FIFTEENTH CLAIM FOR RELIEF**

**Expulsion of Member – Against Grossman, Homeless Not Toothless,  
and APP LA, LLC**

163. Plaintiffs repeat and reallege the allegations of paragraph 1 through 162 above as if fully set forth herein.

164. Pursuant to California Corporations Code § 17706.02(e), Airplane Pockets applies to expel Grossman, HNT, and/or APP LA (to the extent either or any hold a member interest) as a member by judicial order because they have through the acts complained of above: (a) Engaged, or are engaging, in wrongful conduct that has adversely and materially affected, or will adversely and materially affect, Airplane Pockets’ activities; (b) willfully or persistently committed, or are willfully and persistently committing, a material breach of their duties or obligations under Section 17704.09; and/or (c) engaged, or are engaging, in conduct relating to the Airplane Pockets’ activities that makes it not reasonably practicable to carry on the activities with the person as a member.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray judgment as follows and demands judgment against Defendants, jointly and severally, for damages, interest, taxable costs and such other and further relief as this Court may deem just and proper, as follows:

*On the First Claim for Declaratory Relief:*

1. A declaratory judgment that: (a) Daniels was the sole owner of the Patent from its issuance until its assignment to Sky High; (b) that Sky High is the current owner of the Patent; and (c) Airplane Pockets LLC had no license to use the Patent; and

2. Such other relief as the Court deems just and proper.

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1            *On the Second Claim for Declaratory Relief:*

2            1. A declaratory judgment that: (a) Daniels was the sole owner of the  
3 Trademark from its issuance until its assignment to Sky High; (b) that Sky High is  
4 the current owner of the Trademark; and (c) Airplane Pockets LLC had no license  
5 to use the Trademark; and

6            2. Such other relief as the Court deems just and proper.

7            *On the Third Claim for Declaratory Relief:*

8            1. A declaratory judgment that: (a) Daniels was the sole owner of the  
9 domain name <airplanepockets.com> from its issuance until its assignment to Sky  
10 High; (b) that Sky High is the current owner of the domain name  
11 <airplanepockets.com>; and (c) Airplane Pockets LLC had no license to use the  
12 domain name <airplanepockets.com>; and

13            2. Such other relief as this Court deems just and proper.

14            *On the Fourth Claim for Declaratory Relief:*

15            1. A declaratory judgment that: (a) the JV Agreement is invalid or  
16 unenforceable; (b) that the JV Agreement does not govern the operation of Airplane  
17 Pockets, LLC; (c) Grossman or HNT were never partners in the JV; (d) the JV was  
18 never operational as its purpose was frustrated at the time of its signing; (e) the JV  
19 Agreement is not enforceable by and between the parties; and (f) alternatively, if  
20 the JV Agreement was operation and enforceable, it should be voided, rescinded or  
21 terminated at this time as its purpose is frustrated and the partners cannot cooperate  
22 and manage the JV together; and

23            2. Such other relief as this Court deems just and proper.

24            *On the Fifth Claim for Declaratory Relief:*

25            1. A declaratory judgement that: (a) the LLC Operating Agreement is  
26 valid and enforceable, and (b) the LLC Operating Agreement directs that Grossman  
27 and Daniels were Members and Managers of the LLC; and

28            2. Such other relief as this Court deems just and proper.

1            *On the Sixth Claim for Patent Infringement:*

2            1. A judgment that Defendants, and each of them, have infringed and/or  
3 are infringing one or more claims of the Patent under 35 U.S.C. § 271;

4            2. A preliminary and/or permanent injunction against Defendants, and  
5 each of them, prohibiting them, and their respective affiliates, employees, agents,  
6 officers, directors, attorneys, successors, and assigns and all those acting on behalf  
7 of or in active concert or participation with any of them, from directly or indirectly  
8 infringing the Patent or inducing or contributing to the infringement by others of the  
9 Patent, in accordance with 35 U.S.C. § 283;

10           3. An award of damages adequate to compensate for the infringing acts,  
11 including at a minimum a reasonable royalty, in accordance with 35 U.S.C. § 284,  
12 in an amount of at least \$1 million;

13           4. In view of Defendants' willful infringement, an increase of Airplane  
14 Pockets' damages award up to three times in accordance with 35 U.S.C. § 284;

15           5. An award of interest and costs pursuant to 35 U.S.C. § 284;

16           6. A declaration that this case is exceptional under 35 U.S.C. § 285 and  
17 an award to Airplane Pockets of its attorney fees, expenses and costs incurred in  
18 this action; and

19           7. Such other relief as this Court deems just and proper.

20           *On the Seventh and Eighth Claims for Trademark Infringement:*

21           1. A judgment that Defendants have violated 15 U.S.C. §§ 1125(a) and/or  
22 § 1125(d);

23           2. A preliminary and/or permanent injunction against Defendants, and  
24 each of them, prohibiting them, and their respective affiliates, employees, agents,  
25 officers, directors, attorneys, successors, and assigns and all those acting on behalf  
26 of or in active concert or participation with any of them, from directly or indirectly  
27 Violating 15 U.S.C. §§ 1125(a) and/or 1125(d), in accordance with 15 U.S.C. §§  
28 1116;

1           3. An award of damages adequate to compensate for Defendants’  
2 unlawful acts and/or an award of restitution or disgorgement, without limitation in  
3 accordance with 15 U.S. Code § 1117(a), in an amount of at least \$1 million;

4           4. In view of Defendants’ intentional violations and/or use of a  
5 counterfeit mark, treble damages of the amounts awarded under 15 U.S. Code §  
6 1117(a) in accordance with 15 U.S. Code § 1117(b);

7           5. Statutory damages for the use of a counterfeit mark in accordance with  
8 15 U.S. Code § 1117(c), in an amount of at least \$1 million;

9           6. All statutory damages permitted by law, without limitation in  
10 accordance with 15 U.S. Code §§ 1118(c) and/or 1117(d), in an amount of at least  
11 \$1 million;

12           7. A judgment ordering Defendants, and each of them, to deliver up to  
13 Airplane Pockets all labels, signs, prints, packages, wrappers, websites, social media  
14 accounts and any and all other personal property, both tangible and intangible, in  
15 accordance with 15 U.S.C. § 1118;

16           8. A judgment ordering the forfeiture or cancellation of all domain  
17 name(s) or the transfer of all domain name(s) to Airplane Pockets pursuant to 15  
18 U.S. C. § 11125(d);

19           9. A declaration that this case is exceptional under 15 U.S.C. § 1117 and  
20 an award to Airplane Pockets of its attorney fees incurred in this action;

21           10. Punitive damages according to proof in an amount of at least \$2  
22 million;

23           11. An award of interest and costs; and

24           12. Such other relief as this Court deems just and proper.

25           *On the Ninth Cause of Action:*

26           1. An award of damages adequate to compensate for Defendants’  
27 unlawful acts and/or an award of restitution or disgorgement in an amount of at least  
28 \$1 million;



1           2. A preliminary and/or permanent injunction against Defendants, and  
2 each of them, prohibiting them, and their respective affiliates, employees, agents,  
3 officers, directors, attorneys, successors, and assigns and all those acting on behalf  
4 of or in active concert or participation with any of them, from directly or indirectly  
5 violating their fiduciary duties as alleged above;

6           3. Punitive damages according to proof in an amount of at least \$2  
7 million;

8           4. Attorney fees as permitted by statute, contract and/or other law;

9           5. Prejudgment interest as allowed by law; and

10          6. Such other relief as this Court deems just and proper.

11           *On the Tenth Cause of Action:*

12          1. An award of damages adequate to compensate for Defendants'  
13 unlawful acts and/or an award of restitution or disgorgement in an amount of at least  
14 \$1 million;

15          2. A preliminary and/or permanent injunction against Defendants, and  
16 each of them, prohibiting them, and their respective affiliates, employees, agents,  
17 officers, directors, attorneys, successors, and assigns and all those acting on behalf  
18 of or in active concert or participation with any of them, from directly or indirectly  
19 converting Airplane Pockets' monies and/or other property;

20          3. Punitive damages according to proof in an amount of at least \$2  
21 million;

22          4. Attorney fees as permitted by statute, contract and/or other law;

23          5. Prejudgment interest as allowed by law; and

24          6. Such other relief as this Court deems just and proper.

25           *On the Eleventh Cause of Action:*

26          1. An accounting from Defendants of all money, property, and other  
27 items of value received by Defendants which belong to Airplane Pockets, and an  
28 award of all amounts due and owing, in an amount of at least \$1 million;

- 1 2. Attorney fees as permitted by statute, contract and/or other law;
- 2 3. Prejudgment interest as allowed by law; and
- 3 4. Such other relief as this Court deems just and proper.

4 *On the Twelfth and Fourteenth Causes of Action:*

5 1. Pursuant to California's Business and Professions Code § 17203, a  
6 preliminary and/or permanent injunction against Defendants, and each of them,  
7 prohibiting them, and their respective affiliates, employees, agents, officers,  
8 directors, attorneys, successors, and assigns and all those acting on behalf of or in  
9 active concert or participation with any of them, from directly or indirectly violating  
10 Business and Professions Code § 17200, *et seq.*;

11 2. Pursuant to California's Business and Professions Code § 17203,  
12 judgment of restitution and/or disgorgement of Defendants' profits obtained  
13 through its unfair competitive practices, in an amount of at least \$1 million

14 3. Pursuant to California's Business and Professions Code § 17206, civil  
15 penalties to the maximum extent permitted by law;

16 4. Attorney fees as permitted by statute, contract and/or other law;

17 5. Punitive damages according to proof in an amount of at least \$2  
18 million;

19 6. Prejudgment interest as allowed by law; and

20 7. Such other relief as this Court deems just and proper.

21 *On the Thirteenth Cause of Action:*

22 1. An award of damages adequate to compensate Plaintiffs for the direct  
23 and proximate consequences caused by Defendants' actions;

24 2. Punitive damages according to proof in an amount of at least \$2  
25 million;

26 3. Attorney fees as permitted by statute, contract and/or other law;

27 4. Prejudgment interest as allowed by law; and

28 5. Such other relief as this Court deems just and proper.

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*On the Fifteenth Cause of Action:*

1. Pursuant to California Corporations Code § 17706.02(e), a judgment expelling Daniels and/or Cal West as member(s) of Airplane Pockets;
2. Attorney fees as permitted by statute, contract and/or other law; and
3. Such other relief as this Court deems just and proper.

Date: May 4, 2022

WEEKS NELSON

/s/ Gregory K. Nelson  
Attorneys for Plaintiffs

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure and/or other applicable law, Plaintiffs respectfully request a jury trial of all issues that may be tried to a jury in this action.

Date: May 4, 2022

WEEKS NELSON

/s/ Gregory K. Nelson  
Attorneys for Plaintiffs