DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO Court Address: 1437 Bannock Street Denver, Colorado 80202 **STRAINZ, INC. and BRONNOR CORP.,** Plaintiffs, v. **BERTRAM CAPITAL FINANCE, INC. and CANNABIS CORP.,** Defendants.	DATE FILED: January 29, 2019 11:58 PM FILING ID: 7BB98076BBCE4 CASE NUMBER: 2019CV30375 **▲COURT USE ONLY▲**
ATTORNEYS FOR PLAINTIFFS: Maria-Vittoria G. Carminati, #50579 DARLING MILLIGAN PC 1331 17th Street, Suite 800 Denver, CO 80202 Tel: (303) 260-5066 gcarminati@darlingmilligan.com Aryeh L. Kaplan (*Pro Hac Vice Pending*) PILLSBURY WINTHROP SHAW PITTMAN, LLP 600 Brickell Avenue Miami, FL 33131 Tel: 786-913-4883 Fax: 786-913-4901 aryeh.kaplan@pillsburylaw.com Joseph D. Jean (*Pro Hac Vice Pending*) Benjamin D. Tievsky (*Pro Hac Vice Pending*) PILLSBURY WINTHROP SHAW PITTMAN, LLP 1540 Broadway New York, NY 10036 Tel: 212-858-1000 Fax: 212-858-1500 joseph.jean@pillsburylaw.com benjamin.tievsky@pillsburylaw.com	**Case Number:** **Courtroom:**
ORIGINAL COMPLAINT, REQUEST FOR INJUNCTIVE RELIEF, AND JURY DEMAND	

Plaintiffs Strainz, Inc. ("Strainz") and Bronnor Corp. ("Bronnor," and together with Strainz, "Plaintiffs"), appear by and through their attorneys, and in support of their Complaint against Defendants Bertram Capital Finance, Inc. ("Bertram") and Cannabis Corp. (together with Bertram, "Defendants"), allege as follows:

SUMMARY

1. Plaintiffs bring this case to address Defendants' unlawful and reprehensible conduct in undertaking a sham acquisition of Plaintiffs' legal cannabis companies. Upon information and belief, between March and late October 2018, Defendants willfully misled Plaintiffs to believe that Defendants would consummate the deal and use Plaintiffs' confidential business information only to that end. Defendants then killed the deal without explanation, but not before stealing Plaintiffs' key employees, confidential information, and business assets for their own use. Defendant Bertram, and its wholly-owned subsidiary and/or affiliate Defendant Cannabis Corp., embarked on this scheme to enrich themselves at Plaintiffs' expense, using the fruits of Plaintiffs' labor to inflate their own valuation and that of their affiliate, Cannabis One Holdings, Inc. ("COHI"), ahead of COHI's initial public offering ("IPO").

2. As described in detail herein, Bertram induced Strainz to enter into a non-disclosure agreement (the "NDA")[1] and both Plaintiffs to enter into a binding asset purchase agreement (the "Purchase Agreement") to govern the transaction.[2] Bertram's stated goal was to take the combined cannabis company public in the Fall of 2018. In consideration for acquiring Plaintiffs' assets, Bertram agreed under the Purchase Agreement to pay $10 million at closing, with two subsequent $10 million payments upon achieving certain earnings benchmarks. At Bertram's behest, Plaintiffs turned over critical confidential and proprietary business information subject to the NDA, and made other good faith efforts to effectuate the acquisition. Bertram, by its statements and conduct, continually confirmed to Plaintiffs that it had every intention of closing the transaction. Indeed, between August and October 2018, Bertram convened "integration meetings" with Plaintiffs to prepare for post-acquisition operations, and hosted an extravagant dinner to celebrate the closing and planned IPO of the combined company. Shortly thereafter, acting as an integrated entity, Bertram lent funds to Plaintiffs to provide them with working capital until the IPO.

3. Then, on or about October 18, 2018, without warning and without invoking any basis in the Purchase Agreement, Bertram terminated the transaction. In the days and weeks that followed, Defendants attempted an end-run around further dealings with Strainz under the Purchase Agreement by making a series of grossly undervalued offers to purchase Bronnor's assets. Defendants also poached, or attempted to poach, several of Plaintiffs' key employees to unlawfully reap the benefit of their inside knowledge of Plaintiffs' businesses. This set off a chain of events that caused Plaintiffs further damage. Honu Enterprises Inc. ("Honu"), a Washington-based cannabis producer and processor with whom Strainz had previously formed a strategic partnership and who was also a party to the Purchase Agreement, cut ties with Strainz (and may

[1] Strainz had separate, pre-existing confidentiality agreement(s) with Bronnor, with whom Strainz had already been in business. The NDA thus effectively governed both Strainz and Bronner confidential information.

[2] Due to their sensitivity, Plaintiffs do not attach these agreements hereto, but will make them available for inspection to the Court once a protective order is in place.

have also misappropriated Strainz confidential business information and funds in doing so). Paul Bohannon, Strainz's president, and Jay Bohannon, Strainz's vice president, who were also associated with Honu, resigned from Strainz, seriously impacting Strainz's executive team. As a continuation of their treachery, upon information and belief, Defendants disclosed the intended Purchase Agreement to potential investors during numerous "roadshows" throughout Canada throughout 2018 in an effort to generate demand for *COHI's* planned IPO.

4. Bertram's conduct was in flagrant violation of the NDA and the Purchase Agreement. The conduct of both Defendants tortiously interfered with Plaintiffs' business relationship with Honu and with Plaintiffs' employment relationships. And Bertram's scheme of stealing Plaintiffs' employees, trade secrets, and business assets—all under the guise of lawfully acquiring Plaintiffs' businesses—allowed Defendants to ensure that they could unfairly compete with Plaintiffs in the lucrative legal cannabis market without having to pay the agreed-upon purchase price for Plaintiffs' businesses under the Purchase Agreement. As a result of this and other conduct alleged herein, Plaintiffs have suffered economic and market damage, damage to their brands and reputations, the loss of key employees, industry know-how, and trade secrets to Defendants (now competitors), and the damage associated with mitigating the harm caused by Defendants' unlawful conduct. Thus, Plaintiffs to this day are suffering serious injuries to their business, including economic, reputational, and operational damages.

THE PARTIES

5. Plaintiff Strainz, Inc. is a corporation organized under the laws of Nevada, with its principal office located at 4730 S. Fort Apache Road, Las Vegas, Nevada 89118. Strainz is a leader and innovator in the legal cannabis industry who cultivates, produces, markets, and sells a portfolio of premium-grade cannabis products that are rigorously tested and certified to guarantee consistency, purity, and quality.

6. Plaintiff Bronnor Corp. is a corporation organized under the laws of Colorado, with its principal office located at 4809 Colorado Boulevard, Denver, Colorado 80216. Bronnor is one of Colorado's premier legal Marijuana Infused Products ("MIP") producers and a distributor of several different cannabis brands. The Bronnor portfolio of brands includes Strainz's products, among others.

7. Defendant Bertram Capital Finance, Inc. is a corporation organized under the laws of Colorado, with its principal office located at 821 22nd Street, Denver, Colorado 80205. Upon information and belief, Bertram is an investment company formed for the specific purpose of investing in the cannabis industry. Upon information and belief, Bertram does not cultivate, produce, market, or sell cannabis products, but rather, operates as a professional management corporation, servicing the legal cannabis industry through real estate development and lease-back equipment financing, operating lines of credit, consultation, and customer list and brand management within U.S. state markets.

8. Defendant Cannabis Corp. is a corporation formed under the laws of Colorado, with its principal office located at 821 22nd Street, Denver, Colorado 80205. Upon information and

belief, Cannabis Corp. was Bertram's wholly-owned subsidiary and/or affiliate at all relevant times.

JURISDICTION AND VENUE

9. This Court has general jurisdiction over Defendants because Defendants are incorporated in Colorado and maintain their principal places of business in Colorado. This Court also has specific jurisdiction over Defendants pursuant to Colo. Rev. Stat. Ann. § 13-1-124(1)(a) because Defendants transact business in and have committed tortious acts in Colorado.

10. Venue in this Court is proper pursuant to Colo. R. Civ. Proc. 98(c)(1) because Defendants reside in this county at the time of the commencement of this action and Plaintiffs seek damages in excess of $15,000.

FACTUAL BACKGROUND

A. Plaintiffs' Track Record of Success in the U.S. Legal Cannabis Market

11. Strainz is one of the nation's leading legal cannabis brand management companies. Strainz and its licensed partners work to transform the cannabis industry and create innovative products from one of the world's most versatile, sustainable, and healthy plants.

12. Strainz employs an experienced team of executives and cannabis industry leaders with diverse backgrounds. Strainz has a track record of success in building cannabis companies into well-established brands.

13. Strainz forms strategic partnerships with state-licensed cultivation and production facilities, including Bronnor and, previously, Honu.

14. Bronnor is one of Colorado's premier legal MIP producers and a distributor of leading cannabis brands. The Bronnor portfolio of brands includes Strainz's products, among others.

15. Bronnor, which produces and distributes Strainz's cannabis infused products, operates a state-of-the-art 25,000 square foot facility that is centrally and strategically located just north of downtown Denver, Colorado. Bronnor's facility, one of the largest MIP facilities in Colorado and among the largest in the nation, is compliant with the Current Good Manufacturing Practice Regulations promulgated by the U.S. Food and Drug Administration under the authority of the Federal Food, Drug, and Cosmetic Act. These regulations require that manufacturers, processors, and packagers of drugs, medical devices, certain food, and blood take proactive steps to ensure that their products are safe, pure, and effective. Bronnor's facility can accommodate wet processing for extracted oils, beverages and edibles as well as dry processing to make pills and dissolvable tablets.

16. Since 2014, Plaintiffs have enjoyed a deep strategic collaborative relationship, working together in furtherance of their respective businesses. Strainz, applying its industry expertise, develops cannabis products and brands, and Bronnor produces and distributes those brands in the legal Colorado cannabis market. Bronnor has a license agreement with Strainz. Strainz and Bronnor have executed confidentiality agreement(s) permitting each other access to

each other's sensitive business information and trade secrets, but protecting the same from disclosure to the public.

17. Together, Plaintiffs deliver a portfolio of premium grade legal cannabis products that are rigorously tested and certified to guarantee consistency, purity, and quality. Plaintiffs have a track record of success designing, producing, marketing, and selling innovative and premium-grade cannabis products in the U.S. legal cannabis market.

B. Bertram Is Founded as a Cannabis Industry Disruptor

18. Jeffrey Mascio ("Mascio") founded Bertram in or around 2015. Bertram's business model was to aggregate cannabis retail distribution and brand manufacturing, including through its wholly-owned subsidiary and/or affiliate Cannabis Corp.

19. Bertram eventually retained Canadian merchant bank and financial advisor Wildhorse Capital Partners, Inc. ("Wildhorse") to undertake due diligence on potential acquisitions that would further Bertram's efforts to gain traction in the $8.5 billion U.S. legal marijuana industry (financing and investment-related services are more easily sourced in Canada due to marijuana's federal status in the United States).

20. In or around July 2018, Bertram began the process of merging with the Canadian mineral exploration company Metropolitan Energy Corp. to form COHI. COHI is currently seeking a public listing on the Canadian Securities Exchange.

C. Bertram Induces Plaintiffs to Share Confidential and Proprietary Information Pursuant to Bertram's Stated Intention of Acquiring Plaintiffs' Business

21. On or about March 26, 2018, Mr. Mascio approached Plaintiffs and expressed an interest in acquiring Plaintiffs' valuable cannabis business, purportedly as part of an overall strategy to create a sizable global cannabis business through mergers and acquisitions. Relying on Mr. Mascio's representations, in or around April 2018, to then Strainz president Paul Bohannon and current CEO Hugh Hempel that Bertram was sincerely interested in acquiring Plaintiffs, Plaintiffs began initial negotiations with Bertram towards a potential business combination.

Bertram Induces Strainz to Enter into the Non-Disclosure Agreement

22. On or about May 10, 2018, Bertram told Plaintiffs that in order to engage in productive negotiations towards the proposed acquisitions, Plaintiffs would need to enter into a non-disclosure agreement with Bertram. On or about May 17, 2018, Strainz and Bertram entered into the NDA. The NDA expressly recited the following, among other things:

a. Bertram and Strainz were "engaging in a discussion about a potential business partnership or transaction ("**Potential Transaction**") between Company [*i.e.*, Strainz] and Partner [*i.e.*, Bertram]." (NDA Recital A.) (all emphasis in original)

b. "In connection with evaluating a Potential Transaction, each of Company and Partner (as applicable, the "**Disclosing Party**") will provide the other Party (as

applicable, the "**Recipient**") certain confidential and proprietary information of Disclosing Party that would cause irreparable harm to Disclosing Party if disclosed." (NDA Recital B.)

c. "Each Party acknowledges that the other Party would not have engaged in such discussions without entering into this Agreement to prohibit disclosure of confidential information of the Disclosing Party." (NDA Recital C.)

d. "This Agreement shall apply to all Confidential Information provided to Recipient [*i.e.*, Bertram] whether before or after the Agreement Date" and "The obligations of Recipient contained in this Agreement will remain in effect for three (3) years from the Effective Date." (Strainz NDA Section A.7.)

23. The NDA required by its express terms that Bertram:

a. "hold the Confidential Information in strict confidence." (NDA Section A.2.a.)

b. "Not [] disclose or transfer any Confidential Information to any person or entity except as specifically authorized herein or as specifically authorized by the Disclosing Party in writing." (NDA Section A.2.b.)

c. "Not [] use any Confidential Information for any purpose whatsoever other than to evaluate a Potential Transaction." (NDA Section A.2.c.)

d. "Not [] disclose information about a Potential Transaction, the existence of any discussions between Disclosing Party and Recipient regarding a Potential Transaction or the existence of this Agreement (or any of the terms and conditions contained herein) without the prior written consent of Disclosing Party." (NDA Section A.2.d.)

e. "shall take all steps to prevent, and shall be responsible for, any unauthorized disclosure or use of Confidential Information by its Representatives." (NDA Section A.3.)

f. "acknowledges and agrees that (a) Disclosing Party owns all right, title and interest in and to the Confidential Information, and (b) Disclosing Party has not granted Recipient any license, copyright, other intellectual property or any other right, title or interest, whether express or implied, in or to any of the Confidential Information except to the extent expressly provided in this Agreement." (NDA Section A.5.)

g. "Upon the request of Disclosing Party, Recipient [*i.e.*, Bertram] will promptly return to Disclosing Party all copies of the Confidential Information and will destroy all notes, abstracts and other documents (whether in written or electronic form) that contain Confidential Information, and will provide to Disclosing Party a written certification of an authorized person of Recipient that it has done so." (NDA Section A.6.)

h. "shall not, on its own behalf or on behalf of another person or entity, solicit, induce or encourage any employee or contractor of Disclosing Party to terminate its employment or engagement with the Disclosing Party or hire or engage any employee or contractor of the Disclosing Party who was employed or engage by the Disclosing Party during the period of the Disclosing Party's investigation of the Potential Transaction, without the Disclosing Party's prior written consent." (NDA Section A.8.)

24. Bertram expressly acknowledged in the NDA that "any breach of any of the terms and conditions of this Agreement would cause irreparable harm to Disclosing Party, for which money damages may not be sufficient remedy. Accordingly, Recipient agrees that Disclosing Party will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach." (NDA Section B.)

25. The NDA applied with equal force to Bronnor's confidential information to the extent that such information was requested from Strainz and/or Strainz-related confidential information was requested from Bronnor. Additionally, as Bertram was no doubt aware (or should have been aware), Bronnor's sensitive business information was protected by confidentiality agreements already in place between Bronnor and Strainz, and so any disclosure of such information to Bertram could only be made by mutual agreement between Bronnor and Strainz for the limited purpose of their acquisition by Bertram. The NDA specifically addressed this scenario, providing that Bertram may not disclose information obtained from someone who is "prohibited from disclosing such information to [Bertram] by a contractual, legal or fiduciary obligation owed to [Strainz]." (NDA, Section A.1.b.)

26. Between May and October 2018, Plaintiffs negotiated with Bertram in good faith and provided Bertram with voluminous sensitive business information subject to the NDA and for the limited purposes set forth therein (the "Confidential Information"). The Confidential Information included information relating to Plaintiffs' respective banking and financing arrangements; licensing partnerships; vendor and supply chain information; sales and accounting figures; marketing, public relations, and business development materials; payroll information, including the identity and compensation of key employees; systems configurations; customer lists; procedures and business plans for successfully building legal cannabis businesses in the U.S. market; and other information relating to Plaintiffs' business that was secret and of value.

27. Much of the Confidential Information constituted valuable trade secrets that Plaintiffs had taken measures to protect from public disclosure. Plaintiffs only provided this material to Bertram in reliance on (1) Bertram's agreement under the NDA to keep it in strict confidence and use it only to evaluate the parties' contemplated transaction, and (2) Bertram's repeated representations and continuous behavior indicating that Bertram was moving the transaction toward closing and that the next step (the combined business' IPO) was on the horizon.

28. However, upon information and belief, Defendants have shared Plaintiffs' Confidential Information and resources with potential investors for the purposes of inflating the price of *COHI's* IPO, using it during numerous "IPO roadshows" during the course of 2018 throughout Canada in an effort to generate interest and demand. This is in violation of the NDA's

requirement "[n]ot to use any Confidential Information for any purpose whatsoever other than to evaluate a Potential Transaction[,]" (NDA Section A.2.c.)

Bertram Induces Plaintiffs to Enter into the Purchase Agreement

29. As Bertram ostensibly conducted its due diligence, it continued to represent, by express statements and by its conduct, that the acquisition was on track to go forward. Accordingly, Plaintiffs, a second Strainz entity, Honu, and Bertram entered into the Purchase Agreement, which was drafted by Bertram and fully executed on or about August 7, 2018.

30. The Purchase Agreement is a "binding and enforceable contract" between the parties. (Purchase Agreement at 1.) Among other things, the Purchase Agreement provided that, in consideration for Plaintiffs' businesses, Bertram would make one $10 million payment due at closing, and two subsequent $10 million payments when certain earnings goals were met. (Purchase Agreement at par. 3.) The terms of the Purchase Agreement were based on Plaintiffs' months-long good faith participation in the due diligence and negotiation process with Bertram, including the production of the Confidential Information. The agreed-upon purchase price represented Bertram and Plaintiffs' agreement as to the fair market value of Plaintiffs' legal cannabis business.

31. Under the heading "Conditions to Closing," the Purchase agreement provides that "[t]he Closing contemplated by this Agreement will be subject to the following conditions unless expressly waived by Purchaser:

a. A satisfactory review by Purchaser and its legal and financial representatives of the Assets and Vendor's operations;

b. Approval of the transaction by the board of directors or board of managers and by the shareholders or members, as applicable, of Purchaser and Vendor;

c. Obtaining third-party [sic], including but not limited to the approval of the asset purchase by the applicable public exchange, consents necessary to close the sale and transfer of the Assets to Purchaser;

d. Appropriate confirmations as to compliance with representations, warranties and covenants at the Closing of the transaction as is customary in similar agreements;

e. Compliance with all applicable laws and regulations;

f. All Assets will be functioning at Closing as they currently are;

g. Vendor will not dispose of any Assets, except in the ordinary course of business;

h. All marijuana licenses comprising a part of the Assets will be active and in good standing at Closing as they currently are;

i. Neither Purchaser nor Vendor will take any other actions that could reasonably be expected to adversely affect the transaction, or the business or financial condition of the parties; and

j. Purchaser and Vendor shall cooperate to transfer any marijuana licenses and to otherwise comply with all regulations applicable to the purchase of the Assets subject to regulatory limitation in each jurisdiction

(Purchase Agreement Section 9.)

32. The Purchase Agreement also provides: "Subject to the terms and conditions set forth in this Agreement, each party agrees to use, and to cause its respective officers, employees and agents (as well as those of its respective subsidiaries) to use, ***all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transaction contemplated by this Agreement, and to cooperate with each other in connection with the foregoing.***" (Purchase Agreement Section 11.) (emphasis added)

33. Also potentially relevant here, the Purchase Agreement provides: "Each party represents and warrants to the other party that neither the matters set forth in this Agreement nor the consummation of the transaction contemplated herein will breach or interfere with any contractual or other obligations to any third party. Each party acknowledges that the other is relying on, and is entitled to rely on, this representation and warranty. Each party hereby unconditionally, except as otherwise stated herein, agrees to indemnify and hold harmless the other and its present and future officers, directors, employees and agents from and against any and all liability, claims, **injury damage, cost or expense of any kind, including reasonable attorneys' fees**, directly or indirectly related to, associated with, or arising out of any breach of any representation and warranty contained herein." (Purchase Agreement Section 10.) (emphasis added)

34. The Purchase Agreement also "provide[s] for customary indemnifications by the Purchaser and Vendor[.]" (Purchase Agreement Section 13.)

35. Plaintiffs only entered into the Purchase Agreement in reliance on Bertram's representations that Bertram was ready and willing to purchase all of Plaintiffs' assets under the terms of the Purchase Agreement.

36. After executing the Purchase Agreement, Plaintiffs worked diligently to provide further information under the NDA. At Bertram's behest, Plaintiffs identified several key employees to Bertram. The Strainz employees identified included Paul Bohannon (President) and Michael Charneskie (Finance Director). The Bronnor employees identified included Kevin McNulty (President), Hannah Balkin (Head of Sales), Paige O'Brien (Mountain Territory Sales Representative), and Chad Wittman (VP Operations), among numerous others. Plaintiffs

identified these key employees at Bertram's insistence that such identification was critical to the transaction, fluid integration, and to closing.

Bertram Induces Plaintiffs to Participate Multiple "Integration" Planning Meetings, Including an "Executive Integration Meeting"

37. In anticipation of the closing of the transaction and planned IPO of the combined company, Bertram proposed and organized numerous "integration meetings" with Plaintiffs, including but not limited to sales integration, products integration, and finance integration, culminating in an "Executive Integration Meeting" held at Strainz's offices in Las Vegas on September 18 and 19, 2018 and a celebratory dinner on September 19, 2018. The Executive Integration Meeting and dinner were attended by Bertram directors and officers including Mascio, Patrick J. Rinker, Brad Harris, Darrick Payne, and Theresa Mohan; representatives of Wildhorse, including Joshua Mann; and Strainz directors and officers including Hugh Hempel, Paul Bohannon, and Pete Stazzone.

38. Bertram's statements and conduct leading up to these meetings made clear that the purpose of the meetings was not to discuss *whether* the acquisition would close or to continue negotiations to that end—rather, the meetings were predicated on the "integration" of the combined businesses on a going-forward basis. Bertram's statements to this effect include, but are not limited to: (1) an August 21, 2018 from Mascio clarifying the terms of the parties' "Definitive Agreement" for the acquisition; (2) an August 25, 2018 email from Mascio updating Plaintiffs on the progress of the Definitive Agreement; (3) an August 27, 2018 email from Rinker to Hempel confirming an "integration" meeting; and (4) an August 29, 2018 email from Mascio to Bohannon and Hempel confirming financing for Plaintiffs' working capital to keep the business running and growing until the planned IPO.

39. Further, at no time during the lead-up to the integration meetings did Bertram indicate that any issue had arisen which could potentially scuttle the deal. For example, Bertram did not indicate that any of the Conditions to Closing set forth in the Purchase Agreement had not been, or would not be, met, nor did Bertram indicate that it was waiving any of the conditions. To the contrary, Bertram's statements and actions demonstrated that it was endeavoring to ensure that the Conditions to Closing *would be, or had already been, fulfilled*. For example, Mascio's August 27, 2018 email to Bohannon and Hempel confirming financing assistance for Plaintiffs' working capital was consistent with Conditions f. ("All Assets will be functioning at Closing as they currently are") and i. (prohibiting actions that could "adversely affect the . . . business or financial condition of the parties"—in this case, allowing the depletion of Plaintiffs' working capital). Indeed, Bertram's professed need to plan for "integration" presumed that many or all of the Conditions to Closing (including the "satisfactory review by Purchaser and its legal and financial representatives of the Assets and Vendor's operations") had in fact *already been satisfied*.

40. In justifiable reliance on Bertram's representations and behavior indicating that the deal was progressing toward closing or was effectively closed, Plaintiffs participated in the integration meetings. At the outset of the September 18, 2018 session, Bertram stated to Plaintiffs that the meeting would facilitate Bertram's preparations for the post-acquisition operation of Plaintiffs' business. The meeting focused on defining the roles and responsibilities of the

"integrated companies" including key executive management roles for Strainz executives once the combined company was publicly listed. In fact, Mascio and other Bertram principals repeatedly and unequivocally represented that the combined company would be publicly listed on the Canadian Securities Exchange in late September 2018. Bertram made clear that integration was the final step to ensure a smooth transition and persistently confirmed verbally the same, including but not limited to representing that Bertram would continue to provide "bridge financing" for Plaintiffs in the form of payroll support, and loans on inventory.

41. The discussions at the September 18-19 meeting involved Confidential Information, including banking and financing arrangements, vendor identities, names and functions of key personnel and employees, systems details, budgets, supply chains, sales and projected revenues, business development, customer lists, public relations, and research and development. Technical information and plans concerning Plaintiffs' production processes and product designs for Plaintiffs' cannabis products were also reviewed. At no point during the meeting did any representative of Bertram indicate that it needed additional information as part of its due diligence process. On the contrary, Mann (of Wildhorse, Bertram's agent) represented at the meeting that funds for the closing had been secured and that the IPO was imminent.

42. After the closing session of the Executive Integration Meeting on September 19, Bertram hosted an extravagant dinner to celebrate the successful integration of the companies and the IPO planned for later that year. By all appearances and statements by Bertram, the deal was effectively closed. At no point during the dinner did anyone from Bertram indicate that Bertram was considering backing out of the deal; nor did anyone from Bertram raise or ask about any potentially problematic issues, including with respect to the fulfillment of any of the Conditions to Closing.

43. In the weeks that followed the Executive Integration Meeting, Bertram made further representations that the transaction was being finalized and the IPO would go forward as planned. These representations included, but were not limited to: (1) a September 20, 2018 email from Harris to Bohannon, Hempel, and Stazzone approving the combined company's organizational chart; (2) an October 3, 2018 text message from Mann (of Wildhorse, Bertram's agent) to Hempel discussing details of the parties' Definitive Agreement; (3) an October 16, 2018 text message from Mann to Hempel confirming efforts to finalize the Definitive Agreement; and (4) conversations confirming that Plaintiffs' tax arrangements were in order (pursuant to several Conditions to Closing in the Purchase Agreement, including d., e., and h.). In reliance on these representations, Plaintiffs began to finalize the deal documentation. Bronnor also gave Bertram access to Bronnor's "Leaflink" system, a proprietary electronic customer list and ordering system that was jointly developed by Plaintiffs and was a trade secret.

44. At no point during this period did anyone from Bertram indicate that Bertram was considering backing out of the deal; nor did anyone from Bertram raise or ask about any potentially problematic issues, including with respect to the fulfillment of any of the Conditions to Closing. On the contrary, until the day Bertram terminated the deal, Bertram's entire management team (Mascio, Rinker, and Adams) and Mann of Wildhorse all represented verbally and via text message to Strainz's Hugh Hempel and Paul Bohannon that the deal was done, the IPO was imminent, and that interim funding was in-hand.

Bertram Induces Plaintiffs to Accept Financing from Bertram

45. In justifiable reliance on Bertram's conduct and statements, on or around August 2018, Plaintiffs accepted certain loans (*i.e.,* "bridge financing") from Bertram to cover Plaintiffs' operating expenses, including raw materials and critical payroll services, in the lead-up to the closing and planned IPO. As Bertram was aware, demand for Plaintiffs' products had, historically, always increased, and so Plaintiffs invested much of their income into growing their businesses and did not have substantial cash on hand for immediate use. On or about August 2, 2018, Bronnor entered into a "Materials Purchase Financing Agreement" with Bertram, executed by McNulty on behalf of Bronnor and Mascio on behalf of Bertram. On or about August 30, 2018, Strainz entered into a payroll loan with Bertram, with a promissory note executed by Bohannon on behalf of Strainz. At the time these loans were offered, Bertram represented to Plaintiffs that the loans would be "assumed" by Bertram as part of the acquisition.

46. Plaintiffs reasonably believed that the purpose of these loans was to permit Plaintiffs to continue to operate and grow so that the post-acquisition business would be as valuable as possible for the IPO that Bertram had represented would occur. Bertram further represented that it was about to close its own interim financing for CAD 8 million and that this funding would also be utilized to support the parties' integration. Plaintiffs accepted this financing in justifiable reliance on Bertram's representations and conduct indicating that the integration and IPO were proceeding apace and that the loans would eventually be "assumed" by Bertram. Incredibly, Bertram is now attempting to seize the inventory that served as collateral for these fraudulently-induced loans in a separate action pending before this Court—further evidence that Bertram never intended to consummate its acquisition of Plaintiffs' business, but only sought to unlawfully seize Plaintiffs' confidential information and assets.

D. The Truth is Revealed: Bertram Abandons the Pretense of Acquiring Plaintiffs' Businesses Pursuant to the Purchase Agreement and Uses the Confidential Information to Benefit the COHI IPO

47. On or about October 18, 2018, Mascio and Mann phoned Strainz CEO Hugh Hempel and informed him that Bertram was unilaterally terminating the acquisition. They did not offer any explanation for this decision, and did not cite any provision of the Purchase Agreement that would permit them to do so. Nor did they suggest that any of the Conditions to Closing were not, or could not be, met. Nor had Bertram suggested anything remotely suggesting the possibility that Bertram would back out, or the deal would fall through, *in the previous seven months of the parties' dealings*. After cutting off further communications with Strainz, Bertram continued its unlawful and predatory attempts to undermine Strainz by attempting to purchase individual pieces of Strainz's business partners, including Bronnor and Honu.

48. In reality, upon information and belief, Bertram never had any intention of acquiring Plaintiffs' businesses pursuant to the Purchase Agreement. Bertram's true goal was to steal Strainz's business partners Bronnor and Honu (who held lucrative cannabis licenses), as well as Plaintiffs' other business assets including plans, know-how, employees, and trade secrets—and

to use those stolen assets to inflate the price of *COHI's* IPO and weaken or destroy Plaintiffs' ability to compete with Bertram and COHI.

49. On or about October 24, 2018, Rinker emailed Jim Rice and Todd Kopet (Bronnor owners), offering on behalf of Defendant Cannabis Corp. (Bertram's wholly-owned subsidiary and/or affiliate) to purchase Bronnor's production licenses and premises lease for $100,000. This offer was in direct contravention of the Purchase Agreement, which required Bertram and its subsidiaries, including Cannabis Corp., to use all reasonable efforts "to consummate and make effective as promptly as possible the transaction contemplated by this Agreement, and to cooperate with each other in connection with the foregoing" and to "cooperate to transfer any marijuana licenses[,]" and forbade Bertram from taking actions "that could reasonably be expected to adversely affect the transaction[.]" (Purchase Agreement Sections 9.i., 9.j., 11.) More generally, this conduct frustrated the entire purpose of the Purchase Agreement and sought to drive a wedge between Bronnor and Strainz (and, ultimately, Strainz's strategic partner, Honu). On or around October 31, 2018, Rice declined the offer, as the price was far below fair market value and Bronnor was still hopeful that the original deal between Bertram and Plaintiffs, in some form, would work out.

50. Also on or about October 24, 2018, Bertram secretly made an employment offer to Strainz's Finance Director, Michael Charneskie, in violation of the NDA's prohibition on doing so for a period of three years without Strainz's consent. (NDA Section A.8.) Charneskie accepted this offer on or about October 25, 2018, and brought his inside knowledge of Plaintiffs' businesses to Bertram as its new Finance & Human Resources Director. Thus, in addition to violating the NDA, Bertram tortiously interfered with Strainz's employment relationships and its ability to operate and compete in the marketplace.

51. On or about November 15th, 2018, Bertram secretly poached Bronnor's Colorado sales team, Balkin and O'Brien, thereby obtaining Bronnor's valuable customer lists. As with the Charneskie offer, this was in violation of the NDA and also tortiously interfered with Bronner's employment relationships and ability to operate and compete in the marketplace.

52. On or about November 21, 2018, Cannabis Corp. made a second offer to Bronnor, this time to acquire Bronnor's state and local cannabis licenses, its marketable inventory, and all its other tangible assets, for $500,000.00. Bronnor again declined, since, as before, the offer price grossly undervalued Bronnor's business and was far below the purchase price in the Purchase Agreement.

53. Upon information and belief, Bertram also sought to proceed separately—oustide of the Purchase Agreement—with Honu.

54. Bertram's actions demonstrate a deliberate, willful, and well-executed plan to unlawfully access Plaintiffs' Confidential Information and effectively gut Plaintiffs, taking them out of the marketplace. With the loss of their key employees and trade secrets, it has been more difficult for Plaintiffs to compete in the rapidly growing legal cannabis market. Furthermore, as a result of Bertram's conduct, Plaintiffs have been unable to pursue their strategic plans as a direct

result the loss of Honu as a business partner, and the lost time and financial resources required to defend themselves from Bertram's predation.

55. Additionally, upon information and belief, Bertram has insinuated itself into Bronnor's lease, meeting with Bronnor's landlord to insert itself as a guarantor, so that it can occupy Bronnor's premises in the event Bronnor defaults.

56. To this day, Bertram's unlawful and fraudulent conduct continues, causing Plaintiffs serious injuries to their business, including economic, reputational, and operational injuries, for which Plaintiffs are entitled to damages.

FIRST CAUSE OF ACTION: BREACH OF CONTRACT (NDA)
(AGAINST BERTRAM)

57. Plaintiffs reallege and incorporate by reference each and every allegation contained in the foregoing paragraphs as if set forth fully herein.

58. Upon information and belief, Bertram breached the NDA by disclosing the Confidential Information it received thereunder to potential investors in COHI during "IPO roadshows" in Canada throughout 2018, in direct violation of the NDA's requirement "[n]ot to use any Confidential Information for any purpose whatsoever other than to evaluate a Potential Transaction." (Section A.2.c.)

59. Bertram also breached the NDA by making an unauthorized offer of employment to Charneskie on or about October 24, 2018, which was intended to cause, and did cause, Charneskie to terminate his employment with Strainz. (*See* NDA Section A.8.) Charneskie was thus induced to improperly bring Confidential Information to Bertram in violation of the NDA. (*See* NDA Section A.2.c.)

60. Bertram also breached the NDA by making unauthorized offers of employment to Balkin and O'Brien on or about November 15, 2018, which was intended to cause, and did cause, Balkin and O'Brien to terminate their employment with Bronnor. (*See* NDA Section A.8.) Balkin and O'Brien were thus induced to improperly bring Confidential Information to Bertram in violation of the NDA. (*See* NDA Section A.2.c.)

61. Plaintiffs complied with their obligations under the NDA, performed all duties that arose thereunder, or were justifiably excused from performing their obligations given Bertram's breach of the NDA.

62. Plaintiffs have suffered significant damages as a result of Bertram's breaches, including economic and market damage, damage to Plaintiffs' brand and reputation, the loss of Plaintiffs' key employees, industry know-how, and trade secrets, and the damage associated with mitigating the harm caused by Bertram's unlawful conduct.

SECOND CAUSE OF ACTION: BREACH OF CONTRACT (PURCHASE AGREEMENT)
(AGAINST BERTRAM)

63. Plaintiffs reallege and incorporate by reference each and every allegation contained in the foregoing paragraphs as if set forth fully herein.

64. Bertram breached the Purchase Agreement by failing to meet its obligations and duties under the contract, and by acting in bad faith to frustrate the entire purpose of the Purchase Agreement. Although Bertram never indicated that the Conditions to Closing set forth in the Purchase Agreement were not satisfied (and in fact, Bertram actively endeavored to fulfill those conditions), Bertram failed to provide Plaintiffs with the agreed-upon purchase price required under the Purchase Agreement of $10 million due at closing and two subsequent $10 million payments based on earnings achievements.

65. Instead, as alleged herein, Bertram (at times with or through Cannabis Corp.) acted to poach Plaintiffs' employees, appropriate Plaintiffs' trade secrets, and cannibalize Bronnor by making below-market offers for its cannabis licenses, lease, inventory, and other assets. These actions are in violation of the Purchase Agreement provisions set forth herein requiring Bertram to use all reasonable efforts to consummate the acquisition and prohibiting Bertram from undertaking any action to jeopardize the acquisition or harm the business or financial condition of Plaintiffs. (*See* Purchase Agreement Sections 9.i. and 11.)

66. Additionally, Bertram has failed to indemnify Plaintiffs for "injury" or "damage" arising out of Bertram's breach of the Purchase Agreement. (*See* Purchase Agreement Sections 10 and 13.)

67. Plaintiffs each complied with their obligations under the Purchase Agreement, performed all duties that arose thereunder, or were justifiably excused from performing their obligations given Bertram's breach of the Purchase Agreement.

68. Plaintiffs have suffered significant damages as a result of Bertram's breaches, including economic and market damage, damage to Plaintiffs' brand and reputation, the loss of Plaintiffs' key employees, industry know-how, and trade secrets, and the damage associated with mitigating the harm caused by Bertram's unlawful conduct.

THIRD CAUSE OF ACTION: BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (AGAINST BERTRAM)

69. Plaintiffs reallege and incorporate by reference each and every allegation contained in the foregoing paragraphs as if set forth fully herein.

70. Strainz and Bertram were parties to the NDA, and Strainz, Bronnor, and Bertram were parties to the Purchase Agreement. As alleged herein, Bertram deliberately contravened the intention and spirit of each of these contracts by, respectively, agreeing to protect the Confidential Information and consummate a deal with Plaintiffs, but scheming to do neither and blatantly violating their terms.

71. Plaintiffs' justified expectations that Bertram would comply with its contractual obligations were frustrated. Plaintiffs incurred damages as a result of Bertram's fraudulent misrepresentation, whereby its Confidential Information was compromised, causing Plaintiffs economic and market damage, damage to their brands and reputations, the loss of key employees, industry know-how, and trade secrets, and the damage associated with mitigating the harm cause by Bertram's unlawful conduct.

FOURTH CAUSE OF ACTION: **BREACH OF IMPLIED CONTRACT (QUANTUM MERUIT)**
(AGAINST BERTRAM)

72. Plaintiffs reallege and incorporate by reference each and every allegation contained in the foregoing paragraphs as if set forth fully herein.

73. Plaintiffs each conferred the benefit of their respective Confidential Information and resources upon Bertram. Upon information and belief, Bertram shared each of Plaintiffs' Confidential Information and resources with potential investors in COHI, and otherwise worked together to plunder Plaintiffs' business and improperly advance their own.

74. Bertram received these benefits, as demonstrated by its improper use of Plaintiffs' Confidential Information to further Bertram's business interests.

75. Plaintiffs each disclosed their respective Confidential Information to Bertram with Bertram's assurance that such Confidential Information would remain confidential and be used only for the specific purpose of the acquisition by Bertram of Plaintiffs. Accordingly, it was inequitable for Bertram to retain these benefits, with all of the market advantages they carry, without paying their reasonable value.

FIFTH CAUSE OF ACTION: UNJUST ENRICHMENT
(AGAINST BERTRAM)

76. Plaintiffs reallege and incorporate by reference each and every allegation contained in the foregoing paragraphs as if set forth fully herein.

77. Bertram benefitted from its interaction and engagement with Plaintiffs at Plaintiffs' expense by receiving Plaintiffs' Confidential Information and resources under false pretenses and using this information beyond its authorized use, to advance Bertram's business interests while damaging those of Plaintiffs.

78. This benefit was at Plaintiffs' expense because Bertram deprived Plaintiffs of their exclusive access and knowledge of such interests, and Bertram exploited same to Plaintiffs' detriment.

79. The benefit was received under circumstances that would make it unjust for Bertram to retain these benefits without paying commensurate compensation.

SIXTH CAUSE OF ACTION: TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE
(AGAINST BERTRAM AND CANNABIS CORP.)

80. Plaintiffs reallege and reincorporate each and every allegation contained in the foregoing paragraphs as if set forth fully herein.

81. Plaintiffs shared their Confidential Information with Bertram under the terms of the NDA.

82. Bertram engaged in improper conduct, appropriating Plaintiffs' Confidential Information and resources to unfairly compete with Plaintiffs and capture their share of the market, with the intention of causing vendors, customers, distributors, employees, and other third parties (including Strainz's strategic partner Honu) to decline to enter into or continue business relations with Plaintiffs.

83. Additionally, Bertram's improper poaching of Strainz and Bronnor's key employees (including Strainz's finance director and Bronnor's Colorado sales team), in violation of the NDA, interfered with Plaintiffs' employment relationships and prospect of retaining these employees. It also caused these employees to improperly bring additional Confidential Information and inside knowledge of Plaintiffs' business to Bertram.

84. Finally, Cannabis Corp.'s repeated offers to acquire pieces of Bronnor's business, in contravention of the Purchase Agreement, undermined Strainz and its relationship with Bronnor and Honu.

85. Bertram actually caused such results, as demonstrated by Plaintiffs' economic losses and diminished performance in the market.

86. Plaintiffs incurred damages as a result of Defendants' tortious interference with its prospective business advantage, including economic and market damage, damage to their brand and reputation, the loss of key employees, industry know-how, and trade secrets, and the damages associated with mitigating the harm caused by Bertram's unlawful conduct.

SEVENTH CAUSE OF ACTION: CONVERSION
(AGAINST BERTRAM)

87. Plaintiffs reallege and reincorporate each and every allegation contained in the foregoing paragraphs as if set forth fully herein.

88. Plaintiffs shared their Confidential Information and resources, including trade secrets, with Bertram under the terms of the NDA.

89. Bertram shared Plaintiffs' Confidential Information and with potential investors in COHI during "IPO roadshows" in Canada throughout 2018. This effort was undertaken to

diminish Plaintiffs' ability to operate and compete, while improperly benefitting that of Bertram and COHI.

90. Bertram improperly exercised dominion and/or control over Plaintiffs' property. Bertram was permitted access to Plaintiffs' Confidential Information and resources under the terms of the NDA and the Purchase Agreement in order to effectuate the acquisition of Plaintiffs' businesses, but not to damage Plaintiffs' businesses and further its own business interests at Plaintiffs' expense. Additionally, upon information and belief, potential outside investors in COHI were not authorized by Plaintiffs to access their respective Confidential Information.

91. Plaintiffs demanded return of their property, but Bertram refused to return the property.

92. Plaintiffs incurred damages as a result of Bertram's conversion, including economic and market damage, damage to their brand and reputation, the loss of key employees, industry know-how, and trade secrets, and the damages associated with mitigating the harm caused by Bertram's unlawful conduct.

EIGHTH CAUSE OF ACTION: MISAPPROPRIATION OF TRADE SECRETS (AGAINST BERTRAM)

93. Plaintiffs reallege and reincorporate each and every allegation contained in the foregoing paragraphs as if set forth fully herein.

94. Plaintiffs possessed valid trade secrets, which included "scientific or technical information, design, process, procedure, formula, improvement, confidential business or financial information, listing of names, addresses, or telephone numbers" and other information that was "secret and of value" under Colorado Uniform Trade Secrets Act, Colo. Rev. Stat. §7-74-102(4). Plaintiffs took measures to maintain the secrecy of this information, as demonstrated by its execution of the NDA and by pre-existing confidentiality agreements with Bronnor and Honu.

95. Plaintiffs shared these trade secrets with Bertram under the terms of the NDA. Bertram used this information for its own purposes—apart from any limited purpose contemplated in the NDA—and upon information and belief shared them with potential investors in COHI during "IPO roadshows" in Canada throughout 2018 without Plaintiffs' consent.

96. Bertram used and/or disclosed Plaintiffs' trade secrets to leverage its own market position, raise the price of COHI's IPO, and damage Plaintiffs' market position (and indeed, their ability to operate competitively at all).

97. Bertram knew or should have known that Plaintiffs' trade secrets were acquired by improper means as it was a party to the NDA, which authorized the use of Plaintiffs' trade secrets for specific purposes and forbade their disclosure for reasons beyond those purposes.

98. Plaintiffs incurred damages as a result of Bertram's misappropriation of their trade secrets, including economic and market damage, damage to their brand and reputation, industry know-how, and trade secrets, and the damages associated with mitigating the harm caused by Bertram's unlawful conduct.

NINTH CAUSE OF ACTION: FRAUDULENT INDUCEMENT
(AGAINST BERTRAM)

99. Plaintiffs reallege and reincorporate by reference each and every allegation contained in the foregoing paragraphs as if set forth fully herein.

100. By means of the statements and representations alleged herein, as well as others, by means of omissions of material information, and by means of its dealings with Plaintiffs, Bertram intentionally and fraudulently induced Plaintiffs to enter into the NDA and the Purchase Agreement, participate in the "integration" meetings, and to enter into the Materials Purchase Financing Agreement and accept "bridge financing"—all leading Plaintiffs to reasonably believe that Bertram would acquire their businesses but this was not Bertram's intent. In reliance on these representations, omissions, and actions, and unaware of the falsity of Bertram's acts, Plaintiffs turned over confidential and proprietary business information to Bertram.

101. Plaintiffs incurred damages as a result of Bertram's fraudulent inducement, whereby their Confidential Information was compromised, causing Plaintiffs economic and market damage, damage to their brand and reputation, the loss of key employees, industry know-how, and trade secrets, and the damage associated with mitigating the harm cause by Bertram's unlawful conduct.

TENTH CAUSE OF ACTION: FRAUDULENT MISREPRESENTATION
(AGAINST BERTRAM)

102. Plaintiffs reallege and reincorporate by reference each and every allegation contained in the foregoing paragraphs as if set forth fully herein.

103. By means of the statements and representations alleged herein, as well as others, Bertram fraudulently misrepresented its intentions to consummate a deal with Plaintiffs and to maintain the confidentiality of Plaintiff's information. As alleged herein, Bertram continued to fraudulently misrepresent to Plaintiffs through October 16, 2018 that the parties' transaction would close and the combined company would conduct an IPO. In justifiable reliance on these representations, Plaintiffs continued to provide Confidential Information (including access to the proprietary Leaflink system, a valuable trade secret) to Bertram.

104. Unbeknownst to Plaintiffs, Bertram intended to improperly obtain access to the Confidential Information and disclose it for its own gain and was therefore aware of the falsity of its representations. Plaintiffs were unaware of the falsity of these misrepresentations.

105. Plaintiffs incurred damages as a result of Bertram's fraudulent misrepresentation, whereby their Confidential Information was compromised, including economic and market

damage, damage to their brand and reputation, the loss of key employees, industry know-how, and Trade Secrets, and the damage associated with mitigating the harm cause by Bertram's unlawful conduct.

ELEVENTH CAUSE OF ACTION: FRAUDULENT CONCEALMENT (AGAINST BERTRAM)

106. Plaintiffs reallege and reincorporate by reference each and every allegation contained in the foregoing paragraphs as if set forth fully herein.

107. By means of omissions of material information alleged herein, as well as others, Bertram fraudulently concealed from Plaintiffs its true intention to use the Confidential Information for its own benefit and walk away from the deal, in violation of the NDA and Purchase Agreement, and to the detriment of Plaintiffs' relationship with Honu and their continued viability in the legal cannabis market. Bertram also failed to disclose any basis under the Purchase Agreement for terminating the transaction—at no point did Bertram ask about, or raise any issues with, the fulfillment of the Conditions to Closing required under the Purchase Agreement. To the contrary, Plaintiffs worked to satisfy these conditions (and Bertram appeared to do so as well, confirming, *inter alia*, that Plaintiffs' tax arrangement were in order). Indeed, convening the integration meeting and setting a date certain for the combined company's IPO, as Bertram did, led Plaintiffs to reasonably believe that these conditions were, or would be, met and that the deal was effectively closed.

108. Bertram's conduct was consistent with its expressed intentions to consummate the deal and Plaintiffs were unaware that Bertram was concealing material facts. Bertram fraudulently concealed these facts so that Plaintiffs would reveal their Confidential Information.

109. Bertram had the duty to disclose to Plaintiffs that it would not be consummating the acquisition, because Bertram was aware that Plaintiffs were relying on Bertram's statements and actions to the contrary when Plaintiffs continued to provide Confidential Information and work toward closing and integration. Upon information and belief, Bertram knew that its concealed intentions should have been disclosed in equity and in good conscience, so that Plaintiffs could prevent the misuse of their Confidential Information and further expenditure of their resources.

110. Plaintiffs incurred damages as a result of Bertram's fraudulent concealment, whereby their Confidential Information was compromised, including economic and market damage, damage to their brand and reputation, the loss of key employees, industry know-how, and Trade Secrets, and the damage associated with mitigating the harm cause by Bertram's unlawful conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter a judgment:

a) For damages, plus interest, according to proof at the time of trial;

b) For general, special, and consequential damages, plus interest, according to proof at the time of trial;

c) For injunctive relief;

d) For pre-judgment and post-judgment interest, attorneys' fees, and costs; and

e) Awarding such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs respectfully request that this matter be tried to a jury.

Dated: January 29, 2019
Denver, Colorado

Respectfully submitted,

/s/ Maria-Vittoria G. Carminati
Maria-Vittoria G. Carminati, #50579
DARLING MILLIGAN PC
1331 17th Street, Suite 800
Denver, CO 80202
Tel: (303) 260-5066
gcarminati@darlingmilligan.com

Aryeh L. Kaplan (*Pro Hac Pending*)
PILLSBURY WINTHROP SHAW PITTMAN, LLP
600 Brickell Avenue
Miami, FL 33131
Tel: 786-913-4883 Fax: 786-913-4901
aryeh.kaplan@pillsburylaw.com

Joseph D. Jean (*Pro Hac Pending*)
Benjamin D. Tievsky (*Pro Hac Pending*)
PILLSBURY WINTHROP SHAW PITTMAN, LLP
1540 Broadway
New York, NY 10036
Tel: 212-858-1500 Fax: 212-858-1000
joseph.jean@pillsburylaw.com
benjamin.tievsky@pillsburylaw.com

Attorneys for Plaintiffs Strainz, Inc. and Bronnor Corp.