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ENTERTAINMENT GROUP, JASON PERKINS,
6 And MICHAEL O'CONNOR

ELECTRONICALLY
FILED
*Superior Court of California,
County of San Francisco*

02/25/2019
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

7
8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

10
11 **TICKETFLY, INC.,**

12 Plaintiff,

13 vs.

14
15 **PARISH ENTERTAINMENT GROUP, et**
16 **al., and DOES 1-10, inclusive,**

17 Defendants.

) **CASE NO. CGC-15-544586**

) **DECLARATION OF JASON PERKINS**

) **Date: FEBRUARY 28, 2019**

) **Dept.: 302**

) **Time: 9:00 a.m.**

) **Judge: Hon. Harold Kahn**

18)
19)
20)
21)
22 **DECLARATION OF JASON PERKINS**

23
24 I, Jason Perkins, declare:
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26

1 1. I am an adult over the age of majority and have been named as a defendant in this action.

2

3 2. PEG contracted with the successor to Ticketfly, Eventbrite, in 2018, after Ticketfly went
4 through three years of transitioning between various entities and various owner and was
5 ultimately be sold to Eventbrite. The Parish Group was in discussions through these transitions
6 with Ticketfly's representative and specifically with their sales agent , Michael Moore. We all
7 agreed on multiple occasions that signing up with Ticketfly would mean the dismissal of this
8 action against the New Parish. I left the company in June as both an operating partner and an
9 investor and New Parish signed up with Eventbrite and based upon that agreement, I did not
10 believe there was any reason to that the promise would not be honored and that there was
11 anything more in this case as all parties were well aware of the situation between the two
12 companies.

13

14 3. In July of 2018, I moved to Israel where I am now a citizen and where I now work and
15 reside with my wife and daughters. As I left the New Parish as both an operating partner and an
16 investor, I have no access to the records and documents as all were turned over upon my
17 departure from the company. We have asked Ticketfly to talk to Michael Moore and review its
18 own documentation and its own email and correspondence to confirm the agreement. Mike
19 Moore confirmed our agreement on this point via email after our numerous discussions in
20 person. There was no intention to violate any order or stipulation and considering that since
21 Eventbrite/Ticketfly have been handling The New Parish ticketing, there was no longer any merit
22 to their case.

23

24 4. I believed in good faith and still do, that this matter is to be dismissed and that there was
25 no reason to do more. I have heard nothing about this case for many months and had no reason
26 to think differently. As Ticketfly has been sold to several different companies in the last few

1 years as well as changed its corporate form as well as ceased operations at times, I was given the
2 impression this matter was resolved to all parties' satisfaction and that we were simply waiting to
3 figure out who would end up with the assets of Ticketfly to finally settle this matter. The minute
4 we knew who finally owned Ticketfly, the New Parish resumed ticketing with its successor.
5

6 5. I have agreed that if Ticketfly wishes to take my deposition, I can be made available at
7 their convenience in Israel, where I reside. I have never turned down a request for a deposition.
8 Alternatively, I am willing to be deposed telephonically. I also am willing to submit to a
9 California deposition sometime in July, when I can come to the United States after my children
10 have finished the school year. I have made all of these offers to the plaintiff. Finally, if this
11 matter proceeds to trial, I could submit to a deposition before I testify at the time of trial. To
12 have to come twice within a month and leave my new job and leave my children, with travel
13 costs of \$5,000 per trip would be an unreasonable burden on me and my family. Especially given
14 the changing circumstances of the ownership of Ticketfly and their previous agreements to waive
15 this action as well as the fact that Ticketfly's successor company has been handling the ticketing
16 for The New Parish since last year.

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19 6. I declare, under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct, that I have personal knowledge thereof, that I am competent to
21 testify thereto, and that this declaration was executed this 25th day of February 2019 in Tel Aviv,
22 Israel.

By:



Jason Perkins