

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b></p>		<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Van Nuys Courthouse East 6230 Sylmar Avenue, Van Nuys, CA 91401</p>		<p align="center"><b>FILED</b> Superior Court of California County of Los Angeles <b>12/10/2024</b> David W. Slayton, Executive Officer / Clerk of Court By: <u>R. Redmond</u> Deputy</p>
<p>PLAINTIFF/PETITIONER: FRANCINE SHULMAN et al</p>		
<p>DEFENDANT/RESPONDENT: Todd Kaplan, et al.</p>		
<p align="center"><b>CERTIFICATE OF MAILING</b></p>		<p>CASE NUMBER: 20VECV01406</p>

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Ruling on Submitted Matter) of 12/10/2024 upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Van Nuys, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

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David W. Slayton, Executive Officer / Clerk of Court

Dated: 12/10/2024

By: R. Redmond  
Deputy Clerk

**CERTIFICATE OF MAILING**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Northwest District, Van Nuys Courthouse East, Department A

**20VECV01406**

**FRANCINE SHULMAN, et al. vs TODD KAPLAN, et al.**

December 10, 2024

10:27 AM

Judge: Honorable Huey P. Cotton

Judicial Assistant: R. Redmond

Courtroom Assistant: V. Rico

CSR: None

ERM: None

Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Ruling on Submitted Matter

The Court, having taken the matter under submission on 12/04/2024 for Non-Appearance Case Review re Further Briefing, now rules as follows: Judgment is signed and filed December 9, 2024

Court orders judgment entered for Plaintiff FRANCINE SHULMAN, Plaintiff FRANCINE SHULMAN, INDIVIDUALLY AND AS TRUSTEE OF THE SHULMAN FAMILY TRUST DATED DECEMBER 24, 2001, Plaintiff IRON ANGEL, LLC, Plaintiff 3F, INC and Plaintiff EMERALD SKY, LLC, against Defendant Todd Kaplan on the Amended Complaint (1st) filed by FRANCINE SHULMAN, et al. on 04/06/2021 for damages of \$28,104,929.00 for a total of \$28,104,929.00, joint and several.

Court orders judgment entered for Plaintiff FRANCINE SHULMAN, Plaintiff FRANCINE SHULMAN, INDIVIDUALLY AND AS TRUSTEE OF THE SHULMAN FAMILY TRUST DATED DECEMBER 24, 2001, Plaintiff IRON ANGEL, LLC, Plaintiff 3F, INC and Plaintiff EMERALD SKY, LLC, against Defendant Medical Investor Holdings LLC dba Vertical Companies on the Amended Complaint (1st) filed by FRANCINE SHULMAN, et al. on 04/06/2021 for damages of \$34,487,736.00 for a total of \$34,487,736.00, joint and several.

Court orders judgment entered for Plaintiff FRANCINE SHULMAN, Plaintiff FRANCINE SHULMAN, INDIVIDUALLY AND AS TRUSTEE OF THE SHULMAN FAMILY TRUST DATED DECEMBER 24, 2001, Plaintiff IRON ANGEL, LLC, Plaintiff 3F, INC and Plaintiff EMERALD SKY, LLC, against Defendant Iron Angel II, LLC on the Amended Complaint (1st) filed by FRANCINE SHULMAN, et al. on 04/06/2021 for damages of \$17,469,992.00 for a total

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

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Deputy Sheriff: None

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of \$17,469,992.00, joint and several.

Court orders judgment entered for Plaintiff FRANCINE SHULMAN, Plaintiff FRANCINE SHULMAN, INDIVIDUALLY AND AS TRUSTEE OF THE SHULMAN FAMILY TRUST DATED DECEMBER 24, 2001, Plaintiff IRON ANGEL, LLC, Plaintiff 3F, INC and Plaintiff EMERALD SKY, LLC, against Defendant NCAMBA9, Inc. on the Amended Complaint (1st) filed by FRANCINE SHULMAN, et al. on 04/06/2021 for damages of \$10,348,538.00 for a total of \$10,348,538.00, joint and several.

Court orders judgment entered for Cross-Defendant FRANCINE SHULMAN, Cross-Defendant FRANCINE SHULMAN, INDIVIDUALLY AND AS TRUSTEE OF THE SHULMAN FAMILY TRUST DATED DECEMBER 24, 2001 and Cross-Defendant BRANDON SHULMAN against Cross-Complainant Medical Investor Holdings LLC dba Vertical Companies, Cross-Complainant Todd Kaplan, Cross-Complainant IRON ANGEL II, LLC and Cross-Complainant NCAMBA9, INC on the Amended Cross-Complaint (4th) filed by Medical Investor Holdings LLC dba Vertical Companies, et al. on 01/09/2024 for a total of \$0.00.

Certificate of Mailing is attached.

**FILED**  
Superior Court of California  
County of Los Angeles

**DEC 09 2024**

David W. Slayton, Executive Officer/Clerk of Court  
By: R. Redmond, Deputy

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

FRANCINE SHULMAN, INDIVIDUALLY  
AND AS TRUSTEE OF THE SHULMAN  
FAMILY TRUST DATED DECEMBER 24,  
2001; IRON ANGEL, LLC; 3F, INC.; and  
EMERALD SKY, LLC,

Plaintiffs,

v.

TODD KAPLAN; et al.,

Defendants

Case No. 20VECV01406

**Assigned for all purposes to  
Hon. Huey Cotton**

**JUDGMENT**

Trial Date: October 14, 2024  
Dept: A

Complaint filed: November 30, 2020  
Am. Complaint filed: April 6, 2021  
Fourth Am. Cross-Complaint filed: Jan. 9, 2024

AND RELATED CROSS-ACTION.

On November 30, 2020, Francine Shulman, individually and as a Trustee of the Shulman Family Trust dated December 24, 2001, Iron Angel, LLC, 3F, Inc., and Emerald Sky, LLC, (collectively, “Plaintiffs”) filed an action against Todd Kaplan, Medical Investor Holdings LLC dba Vertical Companies, Vertical Wellness, Inc., Charles Houghton, Matt Kaplan, Drew Milburn, Courtney Dorne, Smoke Wallin, Robert Scott Kaplan aka Robert Scott, Elyse Kaplan, Jeff Silver, Iron Angel II, LLC, and NCAMBA9, Inc. (collectively, “Defendants”).<sup>1</sup> On April 6, 2021, Plaintiffs filed their operative First Amended Complaint against Defendants.

On July 14, 2021, NCAMBA9, Inc., Medical Investor Holdings LLC dba Vertical Companies, Todd Kaplan, and Iron Angel II, LLC (collectively, “Cross-Complainants”) filed a cross-action against Francine Shulman, individually and as a Trustee of the Shulman Family Trust dated December 24, 2001, Brandon Shulman, Randall Shulman, Iron Angel, LLC, 3F, Inc., and Emerald Sky, LLC (collectively, “Cross-Defendants”). On January 9, 2024, Cross-Complainants filed their operative Fourth Amended Cross-Complaint against Cross-Defendants.

Following this Court’s August 16, 2023 Order on Summary Judgment, Plaintiffs’ remaining claims against Defendants were: (1) Fraud – Intentional Misrepresentation, (2) Fraud – Concealment, (3) Negligent Misrepresentation, (4) Breach of Contract – Cultivation Agreement, (5) Breach of Implied Covenant of Good Faith and Fair Dealing (Cultivation Agreement), (6) Unfair Competition – Bus. & Prof. Code § 17200, (7) False Advertising in Violation of California Bus. & Prof. Code § 17500, (8) Unfair Competition in Violation of California Common Law, (9) Intentional Interference with Contractual Relations, (10) Intentional Interference with Prospective Economic Advantage, (11) Intentional Infliction of Emotional Distress, (12) Elder Financial Abuse Pursuant to Cal. Welf. & Inst. Code § 15610.30, (13) Breach of Fiduciary Duty by Attorney, (15) Rescission of Iron Angel Lease Due to Fraud in the Inducement, and (16) Constructive Trust.

Following this Court’s August 16, 2023 Order on Summary Judgment and January 24, 2024 Order on Demurrer, Cross-Complainants’ remaining claims against Cross-Defendants were: (1) Breach of Contract (Cultivation Agreement), (2) Breach of Covenant of Good Faith and Fair Dealing, (3) Intentional Interference with Contractual Relations (Cultivation Agreement),

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<sup>1</sup> Plaintiffs had previously filed a Complaint in the United States District Court for the Central District of California on June 20, 2019.

(4) Intentional Interference with Prospective Economic Advantage (Cultivation Agreement), (5) Conversion, (8) Breach of Implied-In-Fact Contract, (9) Violation of Business and Professions Code § 17200, (11) Anticipatory Breach (Cultivation Agreement), and (13) Constructive Trust.

Prior to the commencement of trial, Plaintiffs stipulated to the dismissal with prejudice of all claims against Smoke Wallin, Courtney Dorne, Elyse Kaplan, Drew Milburn, and Vertical Wellness, Inc. and of their claims (6) Unfair Competition — Bus. & Prof. Code § 17200, (7) False Advertising in Violation of California Business & Professions Code § 17500, et seq., (8) Unfair Competition in Violation of California Common Law, (15) Rescission of Iron Angel Lease Due to Fraud in the Inducement, and (16) Constructive Trust. Simultaneously, Cross-Complainants stipulated to the dismissal with prejudice of all cross-claims against Randall Shulman and of cross-claims (8) Breach of Implied-In-Fact Contract, (9) Violation of Business And Professions Code § 17200, (11) Anticipatory Breach (Reciprocal Membership and Cultivation Agreement), and (13) Constructive Trust.

A jury trial on liability commenced on October 14, 2024.

Prior to the conclusion of trial, Plaintiffs stipulated to the dismissal with prejudice of all claims against Jeff Silver.

Prior to the conclusion of the trial, the Court granted a motion of non-suit for all claims asserted against Defendant Matt Kaplan and a directed verdict on all claims in favor of Charles Houghton and Robert Scott Kaplan. The Court also granted a directed verdict in favor of Defendants as to Plaintiffs' claims (11) Intentional Infliction of Emotional Distress and (13) Breach of Fiduciary Duty by Attorney. The Court also granted a directed verdict in favor of Cross-Defendants as to Cross-Complainants' claims of (1) Breach of Contract (Cultivation Agreement), (2) Breach of Covenant of Good Faith and Fair Dealing, (3) Intentional Interference with Contractual Relations (Cultivation Agreement), and (4) Intentional Interference with Prospective Economic Advantage (Cultivation Agreement).

On October 25, 2024, the Jury rendered its verdict as to liability.

On October 28, 2024, a jury trial on punitive damages commenced. On October 28, 2024, the Jury rendered its verdict as to punitive damages.

The Court hereby orders, adjudges, and decrees as follows:

**PLAINTIFFS' COUNT I: FRAUD – INTENTIONAL MISREPRESENTATION**

1. Defendant Todd Kaplan is liable to Plaintiffs for Fraud – Intentional Misrepresentation. As to Plaintiffs' claim against Defendant Todd Kaplan for Fraud – Intentional Misrepresentation, Plaintiffs are awarded judgment in the amount of \$500,000.

2. As to Plaintiffs' claim against Defendant Todd Kaplan for Fraud – Intentional Misrepresentation, Plaintiffs are awarded pre-judgment interest at the rate of 7%, totaling \$191,403, accruing on June 20, 2019, and assuming judgment will be entered on December 9, 2024.

3. As to Plaintiffs' claim against Defendant Todd Kaplan for Fraud – Intentional Misrepresentation, Defendant Todd Kaplan's conduct was found to be done with malice, oppression, or fraud, and Plaintiffs are awarded punitive damages in the amount of \$1,000,000.

4. Defendant Medical Investor Holdings LLC, dba Vertical Companies is liable to Plaintiffs for Fraud – Intentional Misrepresentation. Plaintiffs are awarded judgment against Defendant Medical Investor Holdings LLC, dba Vertical Companies for Fraud – Intentional Misrepresentation, in the amount of \$1,500,000.

5. As to Plaintiffs' claim against Defendant Medical Investor Holdings LLC, dba Vertical Companies for Fraud – Intentional Misrepresentation, Plaintiffs are awarded pre-judgment interest at the rate of 7%, totaling \$574,210, accruing on June 20, 2019, and assuming judgment will be entered on December 9, 2024.

6. As to Plaintiffs' claim against Defendant Medical Investor Holdings LLC, dba Vertical Companies for Fraud – Intentional Misrepresentation, Defendant Medical Investor Holdings LLC, dba Vertical Companies' conduct was found to be done with malice, oppression, or fraud, and Plaintiffs are awarded punitive damages in the amount of \$2,000,000.

**PLAINTIFFS' COUNT II: FRAUD – CONCEALMENT**

7. Defendant Todd Kaplan is liable to Plaintiffs for Fraud – Concealment. Plaintiffs are awarded judgment against Defendant Todd Kaplan for Fraud – Concealment, in the amount of \$2,575,000.

8. As to Plaintiffs' claim against Defendant Todd Kaplan for Fraud – Concealment,

Plaintiffs are awarded pre-judgment interest at the rate of 7%, totaling \$985,727, accruing on June 20, 2019, and assuming judgment will be entered on December 9, 2024.

9. As to Plaintiffs' claim against Defendant Todd Kaplan for Fraud – Concealment, Defendant Todd Kaplan's conduct was found to be done with malice, oppression, or fraud, and Plaintiffs are awarded punitive damages in the amount of \$1,000,000.

10. Defendant Medical Investor Holdings LLC, dba Vertical Companies is liable to Plaintiffs for Fraud – Concealment. Plaintiffs are awarded judgment against Defendant Medical Investor Holdings LLC, dba Vertical Companies for Fraud – Concealment, in the amount of \$2,575,000.

11. As to Plaintiffs' claim against Defendant Medical Investor Holdings LLC, dba Vertical Companies for Fraud – Concealment, Plaintiffs are awarded pre-judgment interest at the rate of 7%, totaling \$985,727, accruing on June 20, 2019, and assuming judgment will be entered on December 9, 2024.

12. As to Plaintiffs' claim against Defendant Medical Investor Holdings LLC, dba Vertical Companies for Fraud – Concealment, Defendant Medical Investor Holdings LLC, dba Vertical Companies' conduct was found to be done with malice, oppression, or fraud, and Plaintiffs are awarded punitive damages in the amount of \$2,000,000.

#### **PLAINTIFFS' COUNT IV: BREACH OF CONTRACT – CULTIVATION**

##### **AGREEMENT**

13. Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, Iron Angel II, LLC, and NCAMBA9, Inc. are jointly and severally liable to Plaintiffs for Breach of Contract of the Cultivation Agreement. Plaintiffs are awarded judgment against Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, Iron Angel II LLC, and NCAMBA9, Inc. for Breach of Contract of the Cultivation Agreement, in the amount of \$1,704,000.

14. As to Plaintiffs' claim against Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, Iron Angel II LLC, and NCAMBA9, Inc. for Breach of Contract of the Cultivation Agreement, Plaintiffs are awarded pre-judgment interest at the rate of 10%, totaling \$931,861, accruing on June 20, 2019, and assuming judgment will be entered on December 9, 2024.

**PLAINTIFFS' COUNT V: BREACH OF IMPLIED COVENANT OF GOOD FAITH  
AND FAIR DEALING – CULTIVATION AGREEMENT**

15. Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, Iron Angel II, LLC, and NCAMBA9, Inc. are jointly and severally liable to Plaintiffs for Breach of Implied Covenant of Good Faith and Fair Dealing of the Cultivation Agreement. Plaintiffs are awarded judgment against Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, Iron Angel II LLC, and NCAMBA9, Inc. for Breach of Implied Covenant of Good Faith and Fair Dealing of the Cultivation Agreement in the amount of \$4,986,000.

16. As to Plaintiffs' claim against Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, Iron Angel II LLC, and NCAMBA9, Inc. for Breach of Implied Covenant of Good Faith and Fair Dealing of the Cultivation Agreement, Plaintiffs are awarded pre-judgment interest at the rate of 10%, totaling \$2,726,677, accruing on June 20, 2019, and assuming judgment will be entered on December 9, 2024.

**PLAINTIFF FRANCINE SHULMAN'S COUNT IX: INTENTIONAL  
INTERFERENCE WITH CONTRACTUAL RELATIONS – WELLSPRINGS  
PURCHASE AGREEMENT**

17. Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, and Iron Angel II, LLC are jointly and severally liable to Plaintiff Francine Shulman for Intentional Interference with Contractual Relations of the Wellsprings Purchase Agreement. Plaintiff Francine Shulman is awarded judgment against Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, and Iron Angel II, LLC, in the amount of \$2,575,000.

18. As to Plaintiff Francine Shulman's claim against Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, and Iron Angel II, LLC for Intentional Interference with Contractual Relations of the Wellsprings Purchase Agreement, Plaintiff Francine Shulman is awarded pre-judgment interest at the rate of 7%, totaling \$985,727, accruing on June 20, 2019, and assuming judgment will be entered on December 9, 2024.

19. As to Plaintiff Francine Shulman's claim against Defendant Todd Kaplan for Intentional Interference with Contractual Relations of the Wellsprings Purchase Agreement, Defendant Todd Kaplan's conduct was found to be done with malice, oppression, or fraud, and

Plaintiff Francine Shulman is awarded punitive damages in the amount of \$1,000,000.

20. As to Plaintiff Francine Shulman's claim against Defendant Medical Investor Holdings LLC, dba Vertical Companies for Intentional Interference with Contractual Relations of the Wellsprings Purchase Agreement, Defendant Medical Investor Holdings LLC, dba Vertical Companies' conduct was found to be done with malice, oppression, or fraud, and Plaintiff Francine Shulman is awarded punitive damages in the amount of \$2,000,000.

21. Plaintiff Francine Shulman is not awarded any punitive damages from Defendant Iron Angel II, LLC for Intentional Interference with Contractual Relations of the Wellsprings Purchase Agreement.

**PLAINTIFF FRANCINE SHULMAN'S COUNT X: INTENTIONAL INTERFERENCE  
WITH PROSPECTIVE ECONOMIC ADVANTAGE – WELLSPRINGS PURCHASE  
AGREEMENT**

22. Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, and Iron Angel II, LLC are jointly and severally liable to Plaintiff Francine Shulman for Intentional Interference with Prospective Economic Advantage of the Wellsprings Purchase Agreement. Plaintiff Francine Shulman is awarded judgment against Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, and Iron Angel II, LLC, in the amount of \$2,575,000.

23. As to Plaintiff Francine Shulman's claim against Defendants Todd Kaplan, Medical Investor Holdings LLC, dba Vertical Companies, and Iron Angel II, LLC for Intentional Interference with Prospective Economic Advantage of the Wellsprings Purchase Agreement, Plaintiff Francine Shulman is awarded pre-judgment interest at the rate of 7%, totaling \$985,727, accruing on June 20, 2019, and assuming judgment will be entered on December 9, 2024.

24. As to Plaintiff Francine Shulman's claim against Defendant Todd Kaplan for Intentional Interference with Prospective Economic Advantage of the Wellsprings Purchase Agreement, Defendant Todd Kaplan's conduct was found to be done with malice, oppression, or fraud, and Plaintiff Francine Shulman is awarded punitive damages in the amount of \$1,000,000.

25. As to Plaintiff Francine Shulman's claim against Defendant Medical Investor Holdings LLC, dba Vertical Companies for Intentional Interference with Prospective Economic Advantage of the Wellsprings Purchase Agreement, Defendant Medical Investor Holdings LLC, dba Vertical

Companies' conduct was found to be done with malice, oppression, or fraud, and Plaintiff Francine Shulman is awarded punitive damages in the amount of \$2,000,000.

26. Plaintiff Francine Shulman is not awarded any punitive damages from Defendant Iron Angel II, LLC for Intentional Interference with Prospective Economic Advantage of the Wellsprings Purchase Agreement.

**PLAINTIFF FRANCINE SHULMAN'S COUNT XII: ELDER FINANCIAL ABUSE**

27. Defendants Todd Kaplan and Medical Investor Holdings LLC, dba Vertical Companies are jointly and severally liable to Plaintiff Francine Shulman for Elder Financial Abuse Pursuant to California Welfare & Institutions Code § 15610.30. Plaintiff Francine Shulman is awarded judgment against Defendants Todd Kaplan and Medical Investor Holdings LLC, dba Vertical Companies for Elder Financial Abuse Pursuant to California Welfare & Institutions Code § 15610.30, in the amount of \$1,000,000.

28. As to Plaintiff Francine Shulman's claim against Defendants Todd Kaplan and Medical Investor Holdings LLC, dba Vertical Companies for Elder Financial Abuse Pursuant to California Welfare & Institutions Code § 15610.30, Plaintiff Francine Shulman is awarded pre-judgment interest at the rate of 7%, totaling \$382,807, accruing on June 20, 2019, and assuming judgment will be entered on December 9, 2024.

29. As to Plaintiff Francine Shulman's claim against Defendant Todd Kaplan for Elder Financial Abuse Pursuant to California Welfare & Institutions Code § 15610.30, Defendant Todd Kaplan's conduct was found to be done with malice, oppression, or fraud, and Plaintiff Francine Shulman is awarded punitive damages in the amount of \$1,000,000.

30. As to Plaintiff Francine Shulman's claim against Defendant Medical Investor Holdings LLC, dba Vertical Companies for Elder Financial Abuse Pursuant to California Welfare & Institutions Code § 15610.30, Defendant Medical Investor Holdings LLC, dba Vertical Companies' conduct was found to be done with malice, oppression, or fraud, and Plaintiff Francine Shulman is awarded punitive damages in the amount of \$2,000,000.

**AWARD OF PRE-JUDGMENT INTEREST**

31. As reflected above, Plaintiffs are awarded pre-judgment interest for the damages on

their claims for Fraud – Intentional Misrepresentation, Fraud – Concealment, Fraud – Negligent Misrepresentation, Breach of Contract – Cultivation Agreement, Breach of Implied Covenant of Good Faith and Fair Dealing – Cultivation Agreement, Intentional Interference with Contractual Relations – Wellsprings Purchase Agreement, Intentional Interference with Prospective Economic Advantage – Wellsprings Purchase Agreement, and Elder Financial Abuse Pursuant to California Welfare & Institutions Code § 15610.30.

**CROSS-CLAIM COUNT V: CONVERSION**

32. Cross-Defendants Francine Shulman and Brandon Shulman are not liable to Cross-Complainants for conversion.

33. Cross-Complainants shall take nothing from Cross-Defendants.

**TOTAL JUDGMENT**

34. The total joint & several judgment against Defendant Todd Kaplan, inclusive of pre-judgment interest, is \$28,104,929.

35. The total joint & several judgment against Defendant Medical Investor Holdings, LLC, inclusive of pre-judgment interest, is \$34,487,736.

36. The total joint & several judgment against Defendant Iron Angel II, LLC, inclusive of pre-judgment interest, is \$17,469,992.

37. The total joint & several judgment against Defendant NCAMBA9, Inc., inclusive of pre-judgment interest, is \$10,348,538.

**OFFSET**

38. Pursuant to California Code of Civil Procedure § 877, Defendants Todd Kaplan, Medical Investor Holdings, LLC, and Iron Angel II, LLC are entitled to a total offset of \$350,000.

**POST-TRIAL MOTIONS**

39. Hearing on any timely filed motion for judgment notwithstanding the verdict is set for January 15, 2025.

40. The parties shall file any other post-trial motions, including those concerning fees and costs, in accordance with applicable rules.

Dated:

DEC 09 2024

  
\_\_\_\_\_  
Hon. Huey Cotton

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

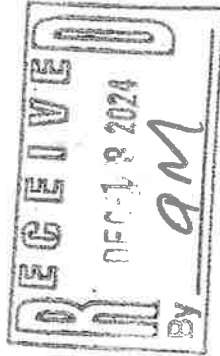
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