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Mr. David Demian  
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Mr. Demian;

In an email I received on 10/02/2025 from Mr. Chris Penman, City of San Diego Zoning Inspector, he requests a time and date to meet and discuss the withdrawal of the Geraci CUP application at my 6176 Federal Blvd. property. I responded with the following reply which would toll the statute of limitations and allow the entire matter to be heard in a federal court which, depending upon the upcoming state court appeal I have is where this may end up,

- 1) 10/06/2025, Cotton to Penman email reply at <http://151farmers.org/wp-content/uploads/2018/04/2025.10.06-Cotton-to-Penman-EMAIL-Reply-Letter.pdf>

When considering the FTB/Demian representation of me in GERACI v. COTTON I am now compelled to tell you what I see was your failure to protect me and my litigation investors, most notably Joe Hurtado's and my 87 year old father's interests during your representation. Significantly, the milestones are as follows;

- 2) 06/30/2017, Cotton to Demian Substitution of Attorney Filed at <https://151farmers.org/wp-content/uploads/2017/10/ROA-33.pdf>
- 3) 06/30/2017, Demian names Berry in the First Amended Cross Complaint at <https://151farmers.org/wp-content/uploads/2017/10/ROA-34.pdf>
- 4) 12/06/2017, Demian removes, without any discussion or permission, Berry on the *ex parte* application for a Temporary Restraining Order at <https://151farmers.org/wp-content/uploads/2018/04/ROA-69.pdf>.

- 5) 11/03/2017, Demian argues an "agreement to agree" existed in your DEMURRER **oral arguments** (transcript at Pg. 11:26) at [https://151farmers.org/wp-content/uploads/2017/10/Proceedings110317\\_FULL.pdf](https://151farmers.org/wp-content/uploads/2017/10/Proceedings110317_FULL.pdf)
- 6) 11/03/2017, The Court issues a Minute Order that states after hearing oral arguments, the matter is taken under submission at <https://151farmers.org/wp-content/uploads/2017/10/ROA-61.pdf>

When you make the "agreement to agree" arguments in your oral arguments you have not done so in the filed *ex parte* application. Had you done so Hurtado and I would have been all over you because there was NEVER an agreement to agree. To suggest there was gave the opposition room to argue that Geraci and I had some sort of agreement that would be evolving and that was NOT the case.

- 7) 11/07/2017, The Court issues a Minute Order denying my DEMURRER on the grounds there existed an "agreement to agree" relationship between Geraci and I (Pg.2 at para 1) at <https://151farmers.org/wp-content/uploads/2017/10/ROA-63.pdf>

The straw that broke the back between us came during the **TRO oral arguments when you "forgot" to present**, that there was an email (the "Confirmation Email" in court documents) between me and Geraci. That Confirmation Email memorialized that Geraci agreed to memorialize our oral joint venture in a written contract. It was THE case dispositive argument that would have ended this nightmare. The court denied it.

- 8) 11/06/2017, Demian files my EP application for a TRO at <https://151farmers.org/wp-content/uploads/2018/04/ROA-69.pdf>
- 9) 12/07/2017, The Court issues a Minute Order denying my TRO based on the "agreement to agree" arguments you made in your oral arguments at <https://151farmers.org/wp-content/uploads/2017/10/ROA-72.pdf>

After being denied the TRO, you were met in the hallway by my litigation investor, Joe Hurtado, (a former lawyer in NY,) who lit into you in the hallway. Even the City Attorney, who was there on behalf of the City and who heard the oral arguments made, asked why you didn't raise that issue before the court which had been in his moving papers to which you replied "I just had an off day." As a result of those fatal to my position representations, I fired you on December 7, 2017.

10) 12/08/2017, Cotton replaces Demian as counsel at <https://151farmers.org/wp-content/uploads/2017/10/ROA-76.pdf>

Here is what I propose be done to set things right. I have oral arguments coming up within the next few months in the 4<sup>th</sup> DCA. I have come to the realization that the fatal flaw in all of these arguments comes down to the simple fact that Geraci did not disclose himself during the CUP application process. My Reply to Geraci's Opposition sets this forth.

11) 09/19/2025, Cotton's Reply to Geraci's Opposition at <https://151farmers.org/wp-content/uploads/2018/04/25-09-19-Cotton-Reply-to-Respondents-Opposition.pdf>

09/19/2025 Cotton's RJN iso Cotton's Reply to Geraci's Opposition at <https://151farmers.org/wp-content/uploads/2018/04/25-09-19-Appellants-RJN-iso-of-REPLY-w-Exhibits.pdf>

I would request that you provide me with an opinion letter which I would submit to the appellate court that states regardless of whether BPC Section 19383/26057 (a) or (b) (i.e. "shall" or "may" deny language) is being considered by a licensing agency, the **disclosure of the applicant is a mandatory function of that screening process**. Geraci and the City admit he was not disclosed. That is all I need from FTB. As timing is an issue, I need that letter within the next 10 days so as to provide it to the appellate court before my hearing.

If you provide this by or close of business on 10/22/2025, I will consider my time with you and FTB to have been well spent and matters between us will be permanently and completely settled. If you would like to discuss any of this feel free to give me a call.

Regards,



Darryl Cotton

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