

I, Darryl Gerard Cotton, hereby declare:

1. **I have personal knowledge of the facts I state below, and if I were to be called as a witness, I could competently testify about what I have written in this declaration.**
2. This declaration is being prepared for this lawsuit, litigation matter and should lay out in detail all the pertinent facts and history of me, my business and the chronological events leading to and through the legal proceedings to date.
3. It is the intent of this declaration to prove 6 things: 1) I have had a lifelong passion and interest in electricity and electrical designs; 2) I am a businessman, I have had numerous companies related to electricity; 3) I also have a lifelong interest in plants and crops; 4) I am involved in and proud of my political activism; 5) Larry Geraci is attempting to defraud me of my property and; 6) My former counsel FTB is also likely guilty of fraud.
4. It is important to me that this reflect these issues, therefore I go to great lengths to describe them.
5. I was born in 1960 in Peoria, Ill. My father, Dale Lloyd Cotton, was a Mechanical Engineer who worked for the Electromotive Company (EMD) as a Process Engineer, just outside of Chicago, Ill. My mother, Therese Marie Cotton, was a chemist who worked at various universities. I had one brother, Gregory, and a sister, Christine, from their marriage.
6. Some of my earliest and fondest memories growing up were of having my parents take us to their respective workplaces. At Christmas, EMD would open their entire facility up for tours where everyone could see the factory and all the locomotives in various stages of construction. My father would walk us around and point out where he worked and explain his job of engineering the manufacturing processes that would produce those enormous locomotives that were sold all over the world. Touring that factory, I saw what seemed like

1 an important part of what society needed in its everyday life of moving goods from one
2 point to another. I was very proud of my dad and the work he did for EMD.

3 7. Since my father grew up in the farming area of Southern Illinois, at 13 years old I was given
4 a chance to work one summer detasseling corn. It was very hard work, but I stuck with it
5 and learned to appreciate what it takes to get these crops to harvest. Visiting my
6 grandparents, and that summer working in the farms in Mendota, Illinois, sparked my early
7 interest in plants and crop science.

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9 8. When my mother took me to her job, I got a chance to see the work she was doing toward
10 her thesis in Raman Spectroscopy. This is the science that involves determining the
11 molecular identity of an object using light. As light bombards the object, the return or
12 reflection of that light creates a signature in frequency and wavelength that can be
13 characterized in a nondestructive fashion by the object's unique molecular identity. I would
14 often accompany my mother to her labs at Argonne National Labs and Northwestern
15 University to see her equipment and experiments underway. I got to sit in with her and her
16 colleagues when they would discuss advanced physics and particle science. Of course, these
17 topics were well over my head, but I always made sure they at least attempted to explain
18 what they were talking about, in terms I might be able to grasp. In deference to my mother,
19 and because they probably enjoyed the challenge, her colleagues would usually take the time
20 to do so and show me what the equipment was doing in their experiments. I was thrilled to
21 understand, at least in a broad sense, what it was their work entailed.

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24 9. There is no doubt that my interest in electricity and light, came from exposure to the work
25 my mother had been doing, and the efforts she and her colleagues made to explain to their
26 work to me. Later in life, I would, on occasion, accompany her as she gave lectures around
27 the world to other academics on her work, and it became increasingly evident to me, that she
28 was respected as an innovator in her field. I could only hope that I would have an

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1 opportunity to contribute to the world in as meaningful a way as she had. Sadly, my mother
2 died in 1999 but her memory and work will live on forever. It is a goal of mine to emulate
3 her personality, and the way she affected those around her, in the same positive ways she
4 did.

5 10. At a very young age, I found that I was really interested in politics and what was going on in
6 the world. I even have a vague recollection of being 3 years old and sensing something was
7 horribly wrong when the world seemed to stop with the assassination of John F.
8 Kennedy. We all just stood there, staring at the TV, and the busy street that normally had
9 cars flying down it, was quiet. There was no traffic. Time stood still. After that, having
10 lived through the Vietnam war, Watergate, Nixon, Martin Luther King, and other such
11 events, I can't recall ever not having an interest in politics and the law and their effects on
12 the world we lived in. I found it exciting and fascinating.

13
14 11. My parents went through a horrible divorce when I was 13 years old. There was bitter
15 fighting over who would get what and it led to a serious and permanent fracturing of our
16 family. I'll never forget the tug of war and the lawyers coaching us as to what to say so we
17 would be able to support whatever was expected to be said when we stood in front of the
18 judge. Having to pick sides between your parents is not something that you would ever
19 want a child to do but that is essentially what we had to do. What happened is that the boys
20 went to my father and my sister went to my mother. Life as we knew it would never be the
21 same.
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24 12. From the time I was 13 to 15 years old, my brother and I were basically on our own. My
25 dad worked full time, and during his off time, he sought out new relations that would rebuild
26 our household. My brother and I resisted these new women coming into our lives, trying to
27 assume the position that had been our mother's, so we rebelled. We did not make it easy on
28 these women and they would leave. This, coupled with the fact we were acting like normal

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1 teenagers, caused a lot of friction with my dad. Eventually my father farmed out my
2 brother Gregory, who was just 12 years old at the time, to a family down the street from us
3 who agreed to take him in. I lived with my dad until I was 15 years old, when he agreed to
4 my moving out.

5 13. In 1972 I became aware of a considerable buzz being created by then President Nixon
6 having appointed a commission, known as the Shafer Commission, to study, compile
7 information on, and report back to him what effects cannabis was having on our youth. It
8 was clear to us from Nixon's statements that he did not want to see cannabis become
9 acceptable at any level. He needed federal drug policy to make cannabis use a criminal
10 act. Nixon saw cannabis being used by a bunch of war protesters who would sit around
11 smoking weed and creating havoc, over him and his policies, so he needed it stamped
12 out. He needed a way to give the federal government the tools to do that. To that end, he
13 created the Shafer Commission, whose sole purpose he believed was to come back with
14 findings that supported his beliefs. Nixon needed findings that would claim cannabis was
15 evil, dangerous, and a threat to society. Unfortunately for Nixon, after an exhaustive,
16 comprehensive, and nonpartisan analysis of the effects of cannabis, they came back with just
17 the opposite opinion.

18 14. When the Shafer Commission came back with their report, they relied on research that had
19 been done by UC San Francisco chemistry students who were interested in finding out why
20 the same strain of cannabis could make one person laugh and another contemplative. They
21 appreciated that there was the potential to use cannabis as medicine and they recommended
22 that further research be done to see what biochemistry was at work. What they discovered
23 was the beginning of why the science of this plant needs to be better understood. Relying on
24 that research, and other studies from around the world, created a situation where Nixon
25 could not accept the findings and would not release the report in the form that he had
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1 received it. Nixon ignored the Commission's recommendations and went on to create the
2 Controlled Substances Act. He eventually resigned and was then pardoned by his
3 replacement, Jerry Ford. One of the first things Ford did was give the Shafer Commission
4 report to Big Pharma so that they could "continue" the research that had been done by
5 others, while it was kept from the public for over 40 years.

6 15. In 1975 I moved into my own room at a boarding house known as The Stone House. The
7 Stone House was run by a little old lady who went by Marty. Marty was an exceptionally
8 sweet person who had an incredible affection for birds. She had hundreds of finches in the
9 basement and would spend hours with them. What Marty was not always very good at was
10 noticing what her tenants were up to, and by that, I mean, more than a few of her tenants
11 were heroin addicts, who lived there because it was cheap, and Marty loved them
12 unconditionally, as if they were her own.

13 16. When Marty first met me, she was not ready to rent a room to a 15-year-old boy but since I
14 was personable, had a job working part time for Horton Electric, a local electrical and
15 lighting company, and was going to high school 1 block away from the Stone House, Marty
16 decided to take a chance and let me move into my own room. This was important, not only
17 because I got to understand self-responsibility at a very young age, but also because it gave
18 me the opportunity to see how those other boarders made their living and survived as
19 adults.

20 21 17. The Stone House was a large 3 story house and the attic floor was the most desirable of all
22 the floors. This is where, in the evenings, the rooms would open up and there would be free
23 flowing music, conversation, drinking, drugs (only cannabis and psilocybin for me), and
24 discussions on everything imaginable including politics, the Vietnam war, President Nixon,
25 relationships, and girls. People came from all over to attend these evening soirees. They
26 were lively and fun, but they had purpose too. We were in the midst of revolt and
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1 revolution. There was Kent State. There was Watergate. There was George McGovern.
2 There was talk of impeachment. There was the Shafer Commission. There were body bags
3 of soldiers fighting in a war that had no meaning. There were refugees. There was Jimmy
4 Carter. There was Lieutenant Calley. There were lines of people waiting to buy
5 gasoline. There was upheaval. I was taking it all in. Living at the Stone House taught me
6 to think for myself, to question those who would manipulate the system on behalf of their
7 own special interests, to help educate others, as I had been, and finally to cherish the
8 Constitution as it is a living, breathing document that must be the center of our universe and
9 not be taken for granted or the freedom we cherish will be lost forever. The tree of liberty
10 will not be taken down with a single swing of the axe, but in a slow and steady process
11 whereby one day you look up and the tree is gone. As citizens of this great country, we have
12 a responsibility to protect ourselves and those around us from letting that happen. That is
13 the message I took from the Stone House.
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16 18. While Stone House helped form some of my early political ideologies, it also got me to
17 question drugs, both legal and illegal, and the influence they had on people's lives. When
18 the parties died down, it was always just me and the other boarders who had all taken me
19 under their wings and mentored me. I got to see them as they really were. Even though
20 some of them got into things that I would never try, such as heroin, I respected that they
21 were clear to me why they did these drugs and why they would never want to see me doing
22 them. I watched them go through the process of attaining the drugs and the rituals that went
23 with getting the drugs into their systems. While they were certainly consumed by their
24 addictions, they also seemed to care about the young man living in their Stone House and
25 did not want to see me make the same mistakes they had. I respected them and their
26 intellects. However, I saw firsthand how heroin would ravish them and ultimately, they
27 would overdose, and some would even die. It was tough knowing that these drugs took
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1 control of young people who could have been assets to our world. I knew then and there
2 that I would never subject myself to a drug, legal or not, that took over my life. Instead I
3 would always maintain an interest in how drugs could be used to provide relief, repair or
4 prevention of disease without the addictive elements that consumed those who took them.
5 19. After a couple of years of living in the Stone House, I had saved and was making enough
6 money at Horton Electric to move into my own house. In 1977, at the age of 17, I kissed
7 Marty goodbye, thanked her for everything she had done for me, and moved into my own
8 house.
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10 20. At the time I rented my own house, I had been working part time for Horton Electric for
11 almost 3 years. I initially started out working in the warehouse stocking inventory but, since
12 I was always interested in what those electrical parts did, I'd ask a lot of questions of those
13 who worked there. That got me to understand the business to the point that, at just 16 years
14 old, I got to move up to the electrical sales desk. In that capacity, I got to meet with
15 customers, helped fill orders and realized that building and wiring things was incredibly
16 rewarding.
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18 21. While I appreciated the opportunity to work in electrical sales, I lobbied hard to get
19 transferred to the electrical construction side of the company. I had already been dreaming
20 of someday becoming an electrical contractor. The contracting side of Horton Electric was
21 run by a surly old Irishman by the name of Chris who wanted nothing to do with having a
22 young kid working around him and his electricians, but I didn't give up and I eventually got
23 on his good side. Once I did, it was the best thing that could have happened to me. I got
24 direction. I got focus. This shop was well established and serviced all the surrounding
25 area. Chris was very well respected, and by me representing him, by way of delivering
26 materials and getting to know the union electricians, I had an opportunity to see how the
27 electrical construction side of the business operated. I'm a quick study but there was no way
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1 that, without formal training, I was going to learn the electrical contracting trade unless I got
2 a break. That break came when one of the union electricians I was working with decided
3 that I was worthy of baptism by fire. As much as Chris got to know and rely on me, he
4 knew that my heart was in becoming an electrician and one day running my own business,
5 so he got me onto a union job that needed more electricians than the hall had available at the
6 time. I was given an opportunity to become a walk-on electrician for a huge condominium
7 project being built outside Chicago. While I had some experience in bending conduit and
8 running wire, I was not up to the skill levels that were required to maintain that job. I was
9 not going to lose that job, so I would actually stay after hours to practice bending conduit to
10 improve my production levels. When the project foreman found out I was doing that, he
11 was not happy about it, and told me in no uncertain terms that, if I ever did anything off the
12 clock, I would be terminated. However, he liked that I wanted to succeed and paired me with
13 another walk-on electrician who was so good he was out-producing the union electricians by
14 nearly twice the production per day. John was good. Very good. He had methods and
15 techniques that allowed him alone to finish a one-bedroom condominium, completely piped
16 in conduit and ready for drywall, in one day. I worked with John and learned every
17 technique he had. Within a month, I was knocking out the same production levels he
18 was. John went on to become a union electrician and stayed in Chicago. I could have gone
19 that route too, but I wanted to eventually have my own business as I had seen Chris do at
20 Horton Electric and, since the winters were brutal in Chicago and I had nothing keeping me
21 in the Midwest, I decided to take my skill sets and move to a warmer year round climate. It
22 was in 1980 that I made the decision to pack all my belongings up in a van and move to San
23 Diego.
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27 22. When I arrived in San Diego, I immediately got a job for the U.S. Navy working as an
28 electrician in the Public Works Center (PWC). While this was considered a temporary

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1 position, my electrical skills and acumen put me in demand among the career, civil service
2 electricians and allowed me to travel to many of the Southern CA naval bases while working
3 on, and often being given a supervisory role in, some of the most sensitive and high-profile
4 projects going at the time.

5 23. I had been working for PWC for 2 years when, in 1982, I was given an opportunity to make
6 better money as the Electrical Superintendent for Dave Baker of Westland Electric. In this
7 capacity, I would be responsible for running multiple large commercial projects. Dave hired
8 me for this position because he knew, from people he knew at PWC, that I was
9 knowledgeable, organized, liaised well with our customers, and delegated authority,
10 which resulted in my projects being completed on time and on budget.

11 24. In 1983, I met Debra Holly and we started dating. We never married but stayed together for
12 14 years, during which time we had 2 beautiful daughters, Kimberly and Kristina. It was
13 during those early years that Debra encouraged me to follow my dreams of owning and
14 operating my own electrical contracting firm.

15 25. In late 1985, I started suffering from occasional nocturnal epileptic seizures. While it is
16 unknown as to what exactly is responsible for these seizures, it is believed that lack of sleep
17 and stress are significant contributing factors. I was originally prescribed Dilantin which
18 worked but was known to cause problems within the liver and, since I also have the
19 Hepatitis C virus, I was very concerned about the effects a prescription drug would have on
20 my liver.

21 26. In 1987 I made the decision to start my own electrical contracting business and Fleet
22 Electric, CA License Number 514234, began business out of my home in North Park. I
23 managed to run and grow that business so that I needed to move into a larger space. In 1992
24 I moved our business out of my home and into a commercial rental property at 6184 Federal
25 Blvd, which I currently maintain for my business.

1 27. In 1996 I first became aware of Dennis Peron as he was getting attention as one of the
2 original co-authors of Prop 215, which, with its passage, had made cannabis legal in CA for
3 treating certain medical conditions. While at the time I was uncertain as to how effective
4 cannabis might be in the treatment of my seizures, I did appreciate that it was now being
5 recognized as a possible alternative option to the prescription drugs I was taking. I resolved
6 to follow the research that developed relative to the genetics and dosing levels that could be
7 relied on to help combat these seizures.
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9 28. In 1997, the owner of the property at 6176 Federal Blvd contacted me and asked if I would
10 be interested in acquiring his property, which is adjacent to mine, at 6184 Federal Blvd, if
11 the terms were favorable. This was a deal that worked for both of us and I purchased the
12 6176 Federal Blvd property in my name.

13 29. In 2000 I expanded my license to include a General Contracting classification and was
14 issued CA Contractors license number 757758. Since the new license allowed us to do work
15 beyond just electrical, I renamed the company Fleet Services and proceeded to operate under
16 that license until 11/30/2012 when I decided I would cease contracting and devote my full
17 attention to my efforts in energy efficient horticultural lighting and controls.
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19 30. In 2002 I started Fleet Systems as a compliment to my Fleet Services contracting
20 business. Fleet Systems provided emergency and backup power generation for both
21 permanent and rental power applications. Fleet Systems became dealers and authorized
22 service centers for many major brands including Kohler, Baldor, and Cummins. Within 4
23 years of our startup; our Fleet Systems Maintenance Contracts Division had acquired a
24 majority of the major key accounts such as hospitals, casinos, office buildings, and hotels in
25 San Diego whereby the annual generator service contracts were an integral part of our
26 portfolio. Recognizing this, the local Kohler Distributor, Bay City Electric Works, made an
27 offer to purchase Fleet Systems and I accepted their offer. It was agreed that we would
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1 retain the Fleet Systems name so that we could continue to provide mobile power systems
2 service on news vans, semi-trucks and RV systems, services that we still provide.

3 31. In 2005 I expanded our generator equipment business into Mexico with the opening of Fleet
4 Systems de Mexico. This was good timing for us because at the time we opened our facility
5 in Ensenada, MX there were sizeable rentals and sales contracts available. In addition,
6 many of our US manufacturers whose power systems we were already servicing had
7 maquiladora operations in this region which made it relatively easy to support them with
8 equipment and personnel from our San Diego facility. With the sale of Fleet Systems in
9 2007 we ceased operations in Mexico.
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11 32. In 2010 I started Inda-Gro as an induction plant lighting manufacturer. Inda-Gro was one of
12 the very first companies to identify induction lighting as a viable, energy-efficient plant
13 lighting technology that could compete with the existing HID lighting technology that
14 dominated the plant lighting market.
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16 33. It is through the ongoing research I have done at Inda-Gro that we have seen significant
17 developments in plant photobiology with self-published and other researchers' papers.

18 34. From 2010 onward I worked primarily on the manufacturing and distribution side of Inda-
19 Gro lights. Since our products relied on a well-established Tesla Coil technology which was
20 being applied in a new way to provide lighting for plants, it required that growers be
21 convinced that our products could deliver the crop quality and yields to which they had
22 become accustomed under HID lighting systems. The only way that was going to happen
23 with a new technology was if we had "partner growers" who would provide meaningful data
24 as to their comparative results or if we had our own farm running continuously that would
25 allow for people to see the plants and lighting systems in operation. Couple those visits with
26 time/date stamped images posted on Facebook of previous grows and crop results and the
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1 consumer now has the ability to make an informed decision as to what Inda-Gro brings to
2 the market.

3 35. My experiences with having "partner growers" providing me with any reliable, meaningful
4 data was a challenge. More often than not, they would take one of my lights with the
5 promise that they would tell me how it performed. The majority of the time I would get
6 little to nothing back in return. Clearly this did not work for me and my plans to improve
7 our products by tracking real time plant performance values.

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9 36. In 2011 I decided to no longer rely on "partner growers" as the design developments
10 required more reliable feedback in a timely fashion and I began to focus entirely on our
11 inhouse T&D garden operations for indoor and greenhouse lighting applications. It was at
12 this time I started both Youtube and Facebook channels to publish our work with time/date
13 stamped images and videos.

14 37. In 2012, in addition to the lighting and controls research and development underway, I was
15 given the opportunity to procure several different genetics of cannabis that I wanted to grow
16 for the treatment of my seizures. It was during this time that I became very interested in
17 combining the engineering work we were doing with our Inda-Gro products with the plant
18 sciences to generate organically grown cannabis products that would not only be healthier
19 but, by combining certain genetics, prove to be better at combating my seizure disorder.

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21 38. Aquaponics is not widely used in cannabis cultivation. However, I was attracted to this
22 method of cultivation because of the organic nature under which the plants had to be
23 grown. Nothing could be placed on the plants that could harm the fish. This appealed to me
24 since, if I were to continue to use cannabis in combination with prescription drugs to treat
25 my seizures, I wanted to be sure that the cannabis I consumed was free of any potentially
26 toxic elements. A balanced aquaponic system relies on healthy fish and their waste being
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1 the primary nutrients for the plants. This is a presentation I developed that goes into detail
2 as to how this method of cultivation may be employed for cannabis crop cultivation.

3 39. I experimented with several methods that would allow aquaponics to be used in cannabis
4 cultivation and found a reliable technique that gave the cannabis plants their main nutrient
5 requirements from the flood and drain fish water but which also allowed us to top feed the
6 trace minerals that cannabis and other flowering plants need in a top water feed that does not
7 water to the point that water combines with the fish water. This practice is referred to as
8 decoupled or dual root zone feeding for the plants.
9

10 40. As a result of my posting this work on Facebook media I eventually came to the attention of
11 Pentair Aquaponic Eco-Systems. PentairAES is the largest manufacturer of aquaculture
12 products in the world. It was Dr. Huy Tran, PhD, the Director of Research for Pentair at the
13 time, who reached out to me to learn more about us and our products and to explore if
14 induction grow lights would be a good fit for the industry and their product line. After
15 discussing the science involved in our products and learning more about us, Dr. Tran
16 decided to recommend our induction lights be used in the Pentair product line under their
17 own label. His recommendations were accepted by management and I began filling
18 induction grow light orders for PentairAES.
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20 41. After entering into that agreement with PentairAES, I expanded sales of our induction grow
21 lights but I also benefited from the incredible insight and knowledge that Dr. Tran and other
22 advanced academics within Pentair, such as Dr. Jason Danaher, have been able to provide
23 me with in regard to how aquaponics can grow a wide range of crops in a wide range of
24 environments while using 5-10% of the water that a traditional soil crop would consume. I
25 also was pleased to discover from the research we were doing into plant lighting and
26 aquaculture that the benefits we found in organically grown food crops quality extended to
27 cannabis crop quality.
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1 42. Cannabis that I had been acquiring through local retail cannabis dispensaries would not
2 always be guaranteed to be free of contaminant pesticides, fungicides, aerocides or even
3 nutrients. When I would procure concentrates of the same genetics for my condition, the
4 percentage of residual solvent elements would be increased by 10-20X what it would have
5 been in flower form. While I want the benefits of medical grade cannabis to combat my
6 seizure disorder, I refuse to take in chemicals that I know to be unhealthy and even life
7 threatening.
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9 43. In March 2015 I found a commercial property available for rent in the Barrio Logan section
10 of San Diego. The landlord understood that I was to rent this property for the purposes of
11 developing what I began referring to as a 151 Farm. The concept, which originally began
12 with our R&D work on Federal Blvd, was that urban farms would grow 1 pound of cannabis
13 to 5 pounds of food for 1 community. I went forward with the Barrio Logan project
14 because it afforded us a larger footprint than I had available at the Federal Blvd
15 property. The size of this property allowed us to have indoor, greenhouse and outdoor
16 plants that were grown in a soilless aquaponic system of recirculating water. In our trials of
17 systems and procedures I grew lettuce, hops, peppers and medical cannabis. I maintained
18 our progress on social media with time/date stamped photos and welcomed those who had
19 an interest in our work to visit us for tours.
20

21 44. While I initially sought out others in the hydroponics industry to co-develop the 151 Barrio
22 Logan project, it became apparent that, even though they may have endorsed the efforts,
23 they were never willing to contribute any time or money to see that the project was
24 maintained. While I consider Barrio Logan a success, ultimately the work and money
25 involved to maintain it became too much to bear and I had to shut it down and return those
26 operations to the 6176 Federal Blvd location where it continues to operate to this day.
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1 45. Over the years I became increasingly aware of all the research being done in other countries
2 on the medical benefits of cannabis. I watched with great interest as medical doctors and
3 scientists from every realm of the sciences collaborated in finding out more about this plant
4 and how it interacts with our endocannabinoid systems. What this ongoing research has
5 shown is that at the botanical level there are mysteries about this plant and its broad
6 phenotype expressions that exist amongst the wide-ranging genetics that will combine to
7 promote homeostasis or a balancing of the mind/body relationship.
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9 46. Other elements of the plant have been clinically proven to reduce blood flow to cancer cells.
10 Today there exists greater empirical evidence than ever before as to how this plant can
11 benefit us and why its cultivation and access need to be sensibly managed. Based on my
12 personal experiences, that of those I've seen benefit from this plant and the research that
13 supports its medical use, I will remain committed to lending my voice to see that laws and
14 policies are in place at the federal level which would include the re/declassification of
15 cannabis and that at the local and state levels those who need access to this plant for their
16 medical conditions are able to do so.
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18 47. In late 2015 I was contacted by researchers at the National Algae Association who had seen
19 my work whereby I had taken one of our induction grow lamps and designed a waterproof
20 housing that allowed the lamp to be put underwater without any type of housing over
21 it. This put the lamp's energy, intensity and spectrums at depths in the tank where it is
22 difficult for light to travel at distance to meet with the macroalgae being grown.
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24 48. The particular algae we were interested in cultivating with our lamps was the
25 Haematococcus Pluvialis algae or "HP" for short. HP is known to be very high in the super
26 antioxidant astaxanthin. Research indicated that by installing the lamps in the tank we
27 would be able to increase the concentration levels of astaxanthin and decrease times to
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1 harvest. From my perspective, anything I could do to help improve any crop production
2 value which, when extracted, would benefit the patient, was worthy of pursuit.

3 49. Because of my work on the AquaPAR submersible induction lamps to decrease times to
4 harvest and increase HP concentration levels, I was invited to give a presentation at The
5 National Algae Convention.

6 50. One of my greatest personal motivations in starting my own 151 Farms Urban Aquaponics
7 Gardens was that I could gain personal knowledge by creating these gardens and learn what
8 would and would not work when growing a wide variety of food and plant-based medicines
9 in this fashion as well as develop our lighting and control products.

10 51. The reason this work at this particular time was especially appealing to me is that botanical
11 plant substances can help alleviate certain medical conditions in patients when combined
12 with the ability to optimize crop production values in a given area using controlled
13 environmental conditions whereby the plants can develop in the lowest times to harvest
14 across all plant species.

15 52. When optimizing plant production values, what matters most is that the research supports
16 whatever the benefits to the patients may be based on control factors such as the plant
17 genetics, the type of cultivation systems and procedures being used that allows for
18 organically grown plant-based products to be grown in a repeatable fashion. It is for this
19 reason I began to introduce a wider variety of crops, known for treating medical conditions,
20 into our 151 Farms so they could be available to those who would seek them out in their
21 fresh unadulterated form from their local garden. Other factors that contributed to my
22 support for and development of 151 Farms included; The ability to co-cultivate fish and
23 plants in a **soilless** urban garden setting.
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1 53. There is an opiate epidemic in the United States which has now reached epic
2 proportions. The need for fresh, organically grown, unprocessed foods and plant-based
3 medicine has never been greater.

4 54. A whole host of medical conditions, such as high blood pressure, diabetes, Alzheimer's,
5 obesity, and cancer, can be directly attributed to the consumption of processed foods.

6 55. The availability of fresh unprocessed foods is severely restricted in urban settings. This
7 leads more people to purchase food products that have longer shelf lives from the stores in
8 their neighborhoods. Consequently, the percentage of diet-related diseases is
9 disproportionately higher in regions where access to unprocessed food is limited.

10 56. Why is having locally-sourced, organically grown medical cannabis plant genetics so
11 important to patients? Research has shown improved efficacy from the EXTRACTION of
12 essential oils from cannabis plants when that extraction is done from a just harvested
13 plant. This extraction process is referred to as a live resin extraction. A cultivation process
14 whereby the just harvested plant can be converted into that essential oil is critical to the
15 finished product quality. What is equally important is that the plants are grown in a
16 controlled environment whereby the full phenotype expression can occur. This is a function
17 of broad spectrum lighting. It's also important that the plant genetics are known and stable
18 to realize these benefits in a repeatable process. Finally, it is important that the plants have
19 not been subject to pesticides, aerocides, fungicides or residual nutrients that may contain
20 heavy metals or plant growth regulators which in an extracted process could be 10-20X what
21 those levels would be in a flower form. Cannabis grown and processed in this way allows
22 the patient to take lower doses that, when coupled with diet and some form of exercise
23 incorporated into a daily regimen, help to, at a minimum, improve their quality of life and
24 reduce or even eliminate the medical conditions that existed prior to their introduction to
25 naturopathic treatments. The benefits of a 151 Farm are that the source plant material for
26
27
28

1 medical grade cannabis can be made available to those within the community nearest to
2 where it has been grown.

3 57. If you're familiar with the term Community Supported Agriculture (CSA), a 151 Farm
4 utilizes Cannabis Supported Community Agriculture (CSCA) as a way to pay it forward
5 within our communities by providing housing and jobs for all skill levels and donating a
6 portion of the food being grown to local food banks.

7
8 58. The negative impact that our drug laws and policies have had in non-white communities has
9 been disproportionately larger than for those who live in predominantly white
10 communities. These drug policies have led to higher percentages of incarceration, lost jobs,
11 crime and other negative effects for those individuals and their communities.

12 59. With the increased opportunities coming from the mainstream and legalization of cannabis
13 within these communities, it is morally imperative that under these new laws, cannabis
14 related business opportunities be given to those who have been most affected by those
15 previous drug policies and laws. 151 Farms provides a distinct and transparent pathway for
16 those opportunities.

17
18 60. It is necessary to meet with government officials and interact with them on a regular basis to
19 see that organic urban farming and medical cannabis patient's needs are being considered.
20 Letting your voice be heard, not being passive, leading by example, and being part of the
21 dialogue to be part of the solution are all parts of what being a 151 Farmer means when it
22 comes to exacting change in an ever-changing industry.

23
24 61. For me personally, knowing that I am able to grow my own medical grade cannabis with
25 particular genetics that help to prevent my seizures is comforting, but I would also like to
26 know that I can purchase medical grade cannabis which is free of toxic elements, should I
27 become unable to grow in the future. This got me looking into how the State of CA
28 regulates pesticides and toxicity limits on medical cannabis products that are cultivated and

1 produced under the authority of Prop 215. What I found is that as far as the State of CA is
2 concerned, since 1996, when Prop 215 was passed, there have never been any limits on
3 pesticides and toxicity because the California Department of Pesticide Regulations (CDPR)
4 got their limits from those established by the FDA and EPA. The problem CDPR had with
5 setting state levels was that it relied on a federal agency to provide data and NO federal
6 agencies will perform the pesticide and toxicity studies on a product that is listed as a
7 Schedule One drug. Under the Controlled Substance Act cannabis is seen as having NO
8 medicinal value whatsoever, it is subject to severe safety measures and it is listed as having
9 a higher potential for abuse than heroin, which is listed as a less dangerous, schedule two
10 drug.
11

12 62. With one side blaming the other and me as the medical cannabis patient caught in the
13 middle, I began researching why the federal government still considered cannabis as having
14 NO medicinal value. What I found that seriously contradicted that position was that in 2003
15 the Department of Health and Human Services was granted patent number US 6,630,507 B1
16 which cites the antioxidant and neuroprotective benefits of cannabinoids which are to be
17 derived from cannabis.
18

19 63. If, after reviewing this patent, there is still any doubt in your mind as to what research
20 supports it and the benefits of cannabis, I would encourage you to look at the 'other
21 publications' as listed in the upper right-hand portion of the patent. Here you will see the
22 studies from accredited scientists and institutions that from 1965 to 1981 have done their
23 own research to support this singular patent issued in 2003 and the benefits that this plant
24 represents to the medical patient. Yet today, 15 years later, cannabis remains a Schedule
25 One drug. The federal government's scheduling hypocrisy regarding cannabis as having NO
26 medicinal value is astounding!
27
28

1 64. As a medical cannabis patient myself and having lived for 2 years in the Stone House where
2 I saw firsthand the ravages of heroin, I simply cannot understand the hypocrisy between
3 these two positions. It is one of the reasons I have been so vocal about trying to enact
4 common sense laws and regulations as to how cannabis is grown and how it can be accessed
5 by those who require it medically.

6 65. Another area of great concern to me is why any state government would not have
7 established pesticide and toxicity levels of substances that may come in contact with
8 cannabis before they allow the sale of cannabis products within that state. For food and
9 drugs other than cannabis, these levels are typically established by the federal government
10 but since cannabis is listed as a federal schedule one substance, the California Department of
11 Pesticide Regulation, which would normally set these limits, has had a hands-off policy for
12 setting these limits, citing lack of federal direction.

13 66. With the passing of Prop 215 in 1996, California has had 20 years to set pesticide and
14 toxicity limits on cannabis grown in state and never provided those limits to the cultivators
15 or to the medical cannabis patients. It was left up to the consumer to decide if they were
16 comfortable with the amount of heavy metals and other potentially toxic substances that
17 could be found in the plant materials and if they were willing to consume that product. Even
18 though it is necessary that there be established limits that require that the testing of that
19 product and the information regarding what was in that product be made available to the
20 consumer, more often than not those test results were not available, and the medical
21 cannabis patient was left to chance what was in the plant material they were ingesting. With
22 recent tests showing that over 84% of the cannabis being tested has tested positive for what
23 are considered harmful levels of pesticides, the fact that the State of CA has left this
24 responsibility to the medical cannabis patient consumer for the last 20 years is
25 unconscionable.

1 67. With the passing of Proposition 64, "The Control, Regulate and Tax the Adult Use of
2 Marijuana Act" (AUMA) the state has now accepted their responsibility to set these
3 limits. However, the limits have not yet been set and are expected to be released at some
4 point in the near future.

5 68. With the passing of AUMA nothing has changed in the federal scheduling of cannabis. It's
6 still Schedule One. Why has the state agreed to establish these guidelines now when they
7 were unwilling or unable to set them in protection of the medical cannabis patient before the
8 passage of AUMA? It's simple. The state never took their responsibilities to the medical
9 cannabis patient seriously under Prop 215 since it did not increase revenue for them.
10

11 69. I felt strongly then and still feel today that, while Prop 215 was certainly not perfect, it could
12 have been improved upon if the legislature had seen fit to do so. The legislature failed the
13 medical cannabis patient and now they are in charge of a regulatory system that is supposed
14 to be responsible and equitable to the medical and so called "recreational" cannabis
15 communities. To say I have my doubts as to how they will manage this on behalf of the
16 medical cannabis patient would be, to put it mildly, a massive understatement.
17

18 70. I have always had a hard time accepting, and have staunchly opposed, any laws or
19 regulations that purport that cannabis can be structured for "recreational" use. It is my belief
20 that has been proven to be the case in Washington, Oregon and Colorado that when
21 "recreational" laws are introduced the medical cannabis patient's rights are infringed upon
22 as the non-profit medical cannabis industry virtually disappears while everyone chases the
23 for-profit "recreational" market.
24

25 71. When these so called "recreational" laws are passed they attempt to equate cannabis to other
26 "recreational" drugs such as alcohol or tobacco. Because of that, I stand opposed to a
27 recreational classification for cannabis since both alcohol and tobacco have proven to be
28 cancer causing, lead to addiction and cause death. Cannabis, in any of its forms, has none of

1 these deleterious effects. As cited in the DEA 2017 Drugs of Abuse (page 75) there has
2 never been a reported case where someone has died or suffered permanent harm from the
3 effects of cannabis. The same cannot be said of alcohol or tobacco.

4 72. In or around March of 2016 I became aware that an initiative, Proposition 64, The Control,
5 Regulate and Tax the Adult Use of Marijuana Act (AUMA) had made the California 2016
6 ballot. With the passage of AUMA, cannabis would be made available in CA in a
7 "recreational" form to anyone over the age of 21 who wishes to purchase it without the need
8 of a physician's recommendation.
9

10 73. Over the course of the next couple of months I read this initiative and considered what it's
11 passing would mean for the cannabis market in general and the medical cannabis patient in
12 particular. I regularly watched and participated in online debates on the merits of AUMA
13 and found my position to oppose the passing of AUMA only being reinforced as I learned
14 more about how the general public saw AUMA in a positive light without having an in
15 depth understanding of what its passage would mean to those who would be most impacted
16 by it: medical cannabis patients.
17

18 74. Since AUMA was a long and complex initiative, one that the average reader found to be
19 confusing and difficult to read through in its entirety, I took the initiative to create a
20 condensed version that included a Table of Contents, a link to the Proposition in its original
21 form and comments that invited discussion as to the purposes that were specifically included
22 in the Proposition. I then posted that AUMA analysis on the 151 Farmers website, which
23 was created to explain our ideologies and act as an archive for the papers and research that
24 help propel forward the need for urban gardens and how cannabis and those laws that affect
25 cannabis are an important element in those farms' success.
26

27 75. From that AUMA analysis I began a campaign that included interviews and numerous social
28 media posts on behalf of myself and others and conducted seminars as to what the passing of

1 AUMA would mean to the medical cannabis patient. Within these presentations and posts I
2 would always reference the AUMA analysis and a certain section of the initiative that was to
3 be voted on.

4 76. I used social media and the AUMA analysis to create not only discussions about the specific
5 elements within AUMA but also what organizations endorsed it and why they chose to do
6 so. One organization that supported the passing of AUMA was the California Medical
7 Association (CMA). With its 41,000 physician members, the CMA has never supported
8 cannabis for any medical purposes, but they were endorsing AUMA for "recreational"
9 purposes. I found that position to be hypocritical by pointing out the following: 1) The
10 CMA never endorsed cannabis for its possible benefits as a drug to be used for certain
11 medical conditions; 2) The CMA has never been on record supporting research on how
12 cannabis could be used to treat certain medical conditions; 3) Has the CMA endorsed laws
13 that make other recreational drugs legally available to those over 21 years of age? Of course
14 not. I believe that the CMA and other likeminded organizations will endorse any cannabis
15 law that minimizes the benefits of cannabis for medical use and which allows the states to
16 construct laws that tax and regulate cannabis in a recreational form so that it does not
17 compete with pharmaceutical drugs.

18
19
20 77. Once I had a better understanding of AUMA I felt compelled to reach as wide an audience
21 as possible to express my concerns. While I was already reaching a fairly large audience
22 with my posts, seminars and press conferences, it was somewhat limited to a core group who
23 already followed me. If I wanted to reach a much larger audience I needed to get the
24 support of those who had a much larger following. I did that with a campaign that included
25 radio, tv, press conferences, seminars and an outreach to cannabis activists who had their
26 own followings.
27
28

1 78. In September 2016 I reached out to Dennis Peron to introduce myself. Over the course of
2 various phone and text messages we shared our concerns over what the passage of AUMA
3 may mean to the medical cannabis patients' rights which were granted to them under Prop
4 215.

5 79. Dennis and I both agreed that should AUMA pass, those medical cannabis patients' rights
6 that had previously been made available to them under Prop 215 were likely to be eroded
7 and infringed upon as we have seen happen in other states where recreational cannabis was
8 added to what had previously been strictly medical cannabis. Dennis and I agreed to
9 collaborate to the extent we would try to educate the voters as to what the details within
10 AUMA would mean to the medical cannabis patient should it pass.
11

12 80. In October 2016, Dennis Peron, with the help of friends, was able to travel from his home in
13 San Francisco and visit our 151 Farm here in San Diego. While Dennis was here we invited
14 other activists to visit our farm and meet him to discuss how we all might help in his efforts
15 to protect the patients' rights that had been granted under Prop 215.
16

17 81. During that visit, Dennis gave me access to his personal Facebook page where I began
18 presenting elements of AUMA on his behalf, daily or every other day, that came directly
19 from the Prop 64 language. Those posts ended up creating a lot of debate and discussion
20 among those who followed Dennis's page. At the time we could only hope they would
21 seriously consider what they would be getting if AUMA passed.
22

23 82. Also during that visit, Dennis and I were invited to be interviewed for a radio show on our
24 mutually declared positions as to the threats that the passing of AUMA would represent to
25 the medical cannabis patients' rights granted under Prop 215. We agreed and those
26 interviews were done in Irvine, CA and sponsored by WeedMaps for SpeakEasy radio.

27 83. In addition to my work on social media, I also kept up the 151 Farms website which is
28 where I created a paper, in collaboration with Dennis Peron and other likeminded activists,

1 that addressed how, with the passing of AUMA, the medical cannabis patients' rights which
2 had been granted under Prop 215, would most likely be lost. With the posting of this paper
3 just prior to the November 8, 2016 elections, we stated why cannabis could never be
4 considered "recreational" and it was subsequently released to a wide audience through
5 numerous social media platforms.

6
7 84. In November 2016 California voters approved Proposition 64, the Adult Use of Marijuana
8 Act, as a way to make cannabis available to anyone over the age of 21 for recreational
9 purposes. Under AUMA, the state will incorporate the medical cannabis patients' rights and
10 access to medical grade cannabis within a regulatory structure that will "streamline" (their
11 words) recreational and medical cannabis licensing beginning January 1, 2018.

12 85. Under AUMA the state has been given the right to modify the original voter approved
13 proposition with a $\frac{2}{3}$ majority vote of the house. This is the first time that a voter approved
14 initiative has given the state the right to change it without another initiative to replace it. I
15 find this to be a slippery-slope whereby, for example, the $\frac{2}{3}$ majority might someday just
16 vote that a simple majority can carry a change in the law. I seriously doubt the
17 constitutionality of any initiative that undermines this most basic tenet of voter approved
18 Initiatives.
19

20 86. With the passing of AUMA we shall see what its effect will be on the medical cannabis
21 patient. I stand prepared to exercise any and all of my constitutional rights in seeking
22 protection for those medical cannabis patients, cultivators and processors who have been
23 harmed should AUMA not take into account their unique needs and circumstances. From a
24 medical cannabis patient's perspective these are the questions I feel need to be asked: 1)
25 Will the passing of AUMA have a negative impact on patients' rights to cannabis?; 2) Will
26 it affect the availability of medical grade cannabis?; 3) Will the price of cannabis go up to
27 where it is now unaffordable for the medical cannabis patient?; 4) Will the opportunities to
28

1 continue research and development of cannabis genetics for specific medical conditions be
2 limited to only those who would qualify under a for-profit regulatory framework controlled
3 by a state government that has historically taken a laissez-faire attitude toward cannabis and
4 its use for medical purposes?

5 87. Under AUMA, has the state given voice to a medical cannabis association that can speak on
6 behalf of those who are representative of that group of cannabis buyers that is distinctly
7 different from those that would purchase for recreational reasons? If so, who are they?

8 88. Since 2015, the 151 Farms at 6176 Federal Blvd has had many people from very diverse
9 backgrounds come tour our operations. I have always treated these visitors as Friends of the
10 Farm and hope to inspire them once they have seen what we represent.

11 89. If a Friend of the Farm is interested in visiting us on more than one occasion, they become a
12 151 Ambassador. That is, they can lead their own tour groups and help spread the word
13 about what we do here. These relationships have spawned some remarkable personal
14 connections that have continued to bring attention to our cause.

15 90. The list of 151 Ambassadors has grown. Over the years we have welcomed a large and
16 diverse range of people to our farm who have come from all over the world. Our motto is:
17 We Need More Gardens Not Less. Come Visit Us! Leave your Bias at the Gate and I
18 Promise You Will Learn Something!

19 91. With that message we have seen politicians, members of the media, medical doctors,
20 researchers, judges, lawyers, entrepreneurs, veterans, law enforcement, activists, teachers,
21 students, policy makers, community leaders and more. It seems that people identify with
22 community and appreciate a place where they can come together and feel like they can
23 contribute and make a difference. If they have something tangible to wrap their heads
24 around that includes a roadmap that allows them to recreate what they've seen, the
25 possibilities are endless. At 151 Farms that has been my goal and it all starts with a plant.

1 92. We have had such a huge diversity of talented and motivated people come visit our farm and
2 go on to become 151 Ambassadors that there are simply too many to list. Here are 3
3 noteworthy 151 Ambassadors that, due to their dedication and commitment, I would like to
4 present as representatives of our cause:

- 5 a. Coach Don Casey, former NBA Coach and currently serving as the National
6 Trustee Board Member for the ALS Foundation. Coach Casey has been
7 instrumental in seeing that ALS patients who seek medical cannabis
8 understand that many doctors support the use of cannabis as a way to
9 improve their quality of life. I developed The Casey Cut in honor of Coach
10 Casey as a tribute to his many years of work on behalf of ALS patients.
11
12 b. Ms. Linda Davis, Americans for Safe Access, in her tireless efforts to bring
13 medical cannabis patients the 151 Farms message of how important it is to
14 have organically grown, pesticide free cannabis to treat their medical
15 conditions.
16
17 c. Sgt. Sean Major, former Marine Corps servicemember, who came to 151
18 Farms as the only active duty military member in the entire Department of
19 Defense who has ever been given the authorization to treat combat related
20 brain injuries by cultivating cannabis. Having grown cannabis prior to
21 enlisting in the Marine Corps, Sean believed that the psychological issues he
22 was having as a result of his tours in Afghanistan could be managed if he
23 were allowed to cultivate cannabis while gaining accreditation from a school
24 that taught cannabis cultivation as a post military career opportunity. Sean
25 has continued to work tirelessly on behalf of veterans who suffer from
26 combat related injuries so that they might have access to medical grade
27 cannabis to treat their conditions.
28

1 93. In July 2015, Mr. Ramiz Audish came to our offices at Inda-Gro and asked if he could take a
2 tour of our farm. Ramiz, who preferred to be called Ray, was a well-spoken, clean cut
3 young man who had heard about what we were doing and wanted to see the operations for
4 himself. Ray was quite complimentary of everything we were doing with both Inda-Gro and
5 151 Farms and suggested some ideas to improve our operations. I was interested in hearing
6 what he had to say.

7
8 94. Ray first asked under what authority I was growing the cannabis on our site. I pointed him
9 to the Physician's Recommendations I had posted for those personal medical cannabis needs
10 as established under Proposition 215 and SB 420 guidelines.

11 95. I told Ray that in addition to the posted Physician's Recommendations, we had recently
12 completed a cannabis cultivation application with the Outliers Collective, a duly licensed
13 collective located in El Cajon, CA. In that process the owners of Outliers and two Sheriff's
14 Deputies who specialize in cannabis compliance came out to our farm. I gave them a tour of
15 our operations and, while they complimented the quality and organic nature of our cannabis,
16 they told us they could not certify us as an approved vendor for Outliers since the City of
17 San Diego would not grant a license for cannabis plant counts that would allow us to grow
18 commercially at our location. With that, we were denied approved vendor status with
19 Outliers Collective. Both Outliers and I were very disappointed, but I did feel better when,
20 after having toured our facility, the Sheriff's Deputies told me that I was operating within
21 Prop 215 and SB 420 guidelines.
22

23
24 96. Confident that I was meeting the letter of the law as a cannabis cultivator, Ray said that he
25 felt the only other thing I lacked was a medical marijuana consumer collective (MMCC) or
26 retail dispensary at this location. Ray told me that he had experience in owning and running
27 these MMCC businesses. I did not have an understanding of the retail MMCC laws in San
28 Diego, but Ray told me he was well versed in these laws. Ray explained to me that our

1 location was appealing to him because it was unique in that City of San Diego zoning
2 allowed for an MMCC type of business at this location. I told him that my interests in the
3 property were not in running an MMCC business but were in lighting and the development
4 and expansion of our 151 Farms.

5 97. Ray was undeterred by my resistance and insisted that he would be entirely responsible for
6 the MMCC business and would acquire the licensing and permits necessary to maintain
7 compliance for it. His pitch was that the dispensary would bring more attention to what I
8 was doing at 151 Farms and that by working together we would present to the community a
9 sustainable, organically grown "Seed to Sale" model of what our 151 Farm
10 represented. That concept appealed to me and with that I considered his offer under the
11 following conditions:
12

- 13 a. I would first visit one of his other MMCC businesses to see for myself how it was
14 being run. The business he took me to was in Mira Mesa and I was impressed with
15 how well it was built out and how well it appeared to be run.
16
- 17 b. Ray's and my businesses would be clearly divided with separate entrances and
18 addresses.
19
- 20 c. I would have nothing to do with his business because, unlike Ray, who had operated
21 retail cannabis dispensaries, I knew nothing of what it took to be licensed and
22 compliant for this type of business.
23
- 24 d. Ray assured me that his intentions were to become a long-term tenant and that he
25 would prove his value by not interfering with my current business operations and by
26 signing a short term, 6-month lease while he went about acquiring the necessary
27 licensing and permits to operate his business.
28
- e. Ray agreed to these terms and the Lease Agreement was executed on July 20, 2015
and was set to expire on December 20, 2015.

1 98. With our Agreement in place, Ray began operating his MMCC business, which he called
2 Pure Meds. The following statements reference my observations and opinions of Ray and
3 the business from July 2015 until February 2016:

- 4 a. Ray was a good tenant who paid his rent on time and never presented any problems
5 for me as a landlord.
- 6 b. Ray was at the property daily and ran what appeared to me to be a transparent,
7 successful and well managed business.
- 8 c. Ray had licensed and armed security with controlled access and paid attention to the
9 details that I initially feared would detract from my Inda-Gro and 151 Farms
10 business. The concerns I had were that the retail business would attract people who
11 would hang around outside the business or attract criminal elements. That never
12 happened. In fact, just the opposite occurred. Pure Meds attracted repeatable local
13 customers who appreciated that they could acquire their medical grade cannabis
14 products without traveling great distances or having to deal with an underground
15 resource.
- 16 d. The operation of Pure Meds did in fact increase the interest in 151 Farms and our
17 Inda-Gro lighting products.
- 18 e. Prior to witnessing how Pure Meds operated, I had no firsthand knowledge of how a
19 retail MMCC would or should operate. During the course of his 6 month lease I had
20 a chance to form some opinions that were, for the most part, positive. While the
21 retail side of the business still did not inspire me to get involved, I was satisfied that
22 those who had the experience and resources necessary to manage the day to day
23 operations of the business would be an asset to me and my goals with 151 Farms.
- 24 f. When the end of the lease came up, I asked Ray if he planned on staying and what
25 the status was on his licensing with the City. He told me that it was in process and
26
27
28

1 that he would have the license within the next 90 days. I had no reason not to
2 believe Ray as he had been a man of his word in everything he had promised me
3 before. In addition, I, as a landlord, did not see myself as some sort of traffic cop
4 who was expected to make sure Ray paid all his taxes and operated in accordance
5 with all the laws and regulations that his type of business required. If Ray did not
6 secure the necessary operating permits I knew that the City would not allow him to
7 operate and would shut down his business. With that, I agreed to let him stay on the
8 property on a month to month basis for 90 days, at which time, if he had the license
9 to operate, I would give him a 1-year lease. That was satisfactory to Ray and we
10 continued with our relationship.
11

12 99. In February 2016 I was served with a lawsuit by the City of San Diego that charged me with
13 running an illegal cannabis dispensary. I was very surprised to receive this lawsuit because
14 it listed me as the owner/manager of Pure Meds and that was never the case. Had the City
15 noticed me by letter that my tenant, Pure Meds, was not in compliance with the MMCC
16 licensing requirements and that my property was not in an area that could ever be zoned for
17 an MMCC Conditional Use Permit, I would have taken action and would have served Ray
18 with an Unlawful Detainer. At the time I was served this lawsuit, Ray was no longer renting
19 under a lease and he was certainly not in compliance with our Agreement that he operate in
20 accordance with city rules and regulations for his business.
21

22 100. Ray was not named in that lawsuit because the City was unable to identify who the
23 actual tenant/operator of Pure Meds was. When I showed the lawsuit to Ray, he offered to
24 pay for my legal defense until the case was adjudicated as long as he was able to continue
25 operations. He told me that this was not the first time he had seen this happen and that he
26 was certain that his lawyer could get the case dismissed or obtain a negotiated
27 settlement. He told me he would start a petition that his patients would sign asking the City
28

1 to allow Pure Meds to remain open. I accepted that offer and was prepared to see where this
2 would go once the lawyers for both sides got together and worked out the details. In less
3 than 30 days Ray provided me with 19 pages and some 200 signatures of patients that
4 wanted Pure Meds to remain open. At the time I thought there might be a pretty good
5 chance of negotiating something with the City that allowed him to stay open but of course I
6 didn't know what would come of it since a rezoning had taken place.

7
8 101. The only way I discovered that my property had been rezoned was by my having
9 been named in that lawsuit. Within the lawsuit it states that my property had been in an
10 MMCC compliant zone prior to January 13, 2016 at which time the City of San Diego
11 rezoned the property, for unknown reasons, so that it would no longer be eligible to operate
12 as an MMCC. Prior to the rezoning neither I nor any of my neighbors that I spoke with had
13 been noticed that this rezoning was to occur. When I requested the public information as to
14 what notification had been given to the property owners that this rezoning was to be
15 considered, the information I received from the city proved that there had been virtually no
16 notice given to any of the property owners and the notices that were given talked obliquely
17 of a general development plan that included a shopping center approximately 2 miles from
18 our properties.
19

20 102. The City next sought a Temporary Restraining Order on me to keep me off the
21 property. These TRO motions are usually summarily granted to the City but in my case,
22 when I showed up to court to argue that I was NOT the owner of Pure Meds and was instead
23 the owner of the PROPERTY and that I had just found out from the details given in that
24 lawsuit about the rezoning issue on my PROPERTY, the Judge asked the City Attorney if
25 that was in fact the case and the City Attorney admitted that it was. With that, the Judge
26 asked me directly if I would be willing to cooperate with the City Attorney in identifying
27 who the owner of Pure Meds was, to which I responded that I had no problem doing so. The
28

1 Judge then denied the TRO. I would have thought my agreeing to cooperate with the City
2 Attorney in this matter would have satisfied the City Attorney but she and her boss were
3 quite upset with the denial of the TRO and argued after the decision had been made that I
4 was a threat and that the Judge should reconsider. The Judge would not alter his decision
5 and I was able to continue operating my business while I decided what to do next with Ray
6 and Pure Meds.

7
8 103. With the TRO having been denied, the City asked for and received a warrant to come
9 onto the property and seize anything related to what they determined was illegal drug
10 activity.

11 104. On April 6, 2016, approximately 30 armed police officers rushed onto my property
12 and placed me and my 3 employees who were on site in handcuffs.

13 105. I never resisted and offered to open every door or cabinet that I had access to as they
14 requested. I told them that had they requested a tour of the property, I would have given
15 them one. I regularly conduct these tours and believed that I was operating in compliance
16 with the laws as defined by Prop 215 and SB 64. Everything that the officers wanted to see
17 within my areas of operational control was made available to them. I never denied that there
18 was cannabis being grown and processed on my property but I had the Physician's
19 Recommendations posted for the plants and materials on hand and believed I was operating
20 legally within the limits set forth under these laws. With that, the officers counted and
21 inventoried all of the items, which included company computers, that they felt they might be
22 able to use to prosecute me should they choose to.

23
24
25 106. When it came to the officers gaining access into Pure Meds, I told them that I did not
26 have a key to that area as it was sublet. When they asked me who the owner of Pure Meds
27 was, I told them his name was Ray and I did not know his real name as I had forgotten
28 it. The officers asked me if I could get them his real name and I told them that I could but it

1 would require me finding the lease I had with him which was on the computer they had just
2 confiscated as evidence. The officer noted that the information was available on my
3 computer and a locksmith was called to gain access into Pure Meds.

4 107. During the approximately 3 hours the officers were on site conducting their
5 investigation, I pleaded with them not to kill the mother plants that had been hybridized and
6 genetically adapted to grow in an aquaponic system. These were high CBD (to be
7 differentiated from the more hallucinogenic THC) strains that we were developing that were
8 showing promise in a high nitrogen system without the need for trace mineral
9 supplements. It had taken us nearly 3 years to accomplish that task.

10
11 108. Some of the officers appeared sympathetic to what I was telling them. They
12 admitted they had never seen an aquaponics cultivation system like ours in the past. I took
13 the time to explain to them what our purpose was and, although they still had a job to do, I
14 could tell they were interested in what we were doing. For example, I was asked by one of
15 the officers how these products might work for dogs that might have seizures. Another
16 officer told me his mother had fibromyalgia and asked if an organically grown CBD product
17 would offer her some relief. I don't fault the officers for what happened that day. I saw
18 them on the phone trying to see if they could get permission to avoid killing the mother
19 plants. Whoever they were talking to, though, denied that permission and the plants were
20 all, every single one, killed and taken in for evidence. I was heartbroken. We lost some
21 very solid genetics that day.

22
23
24 109. The officers eventually removed the handcuffs and left without arresting me or
25 anyone from my company. I was told that a Pure Meds guard was briefly detained on a
26 weapons and cocaine charge but when they found that the gun was properly registered and it
27 was not cocaine after all, the guard was released from custody.

1 110. After the officers left we were all pretty shaken up but I got everyone together and
2 told them that we had done nothing wrong and we were going to return to our normal
3 activities as soon as possible. With that, I invited local TV stations onto the property who
4 were congregating outside our yard watching the police action occur. I got them to set their
5 cameras up outside of our fish tanks and I conducted interviews so I could tell listeners our
6 side of the story. I wanted people to know what we stood for as a 151 Farm and not see us
7 as just another one of the illegal pot shops that were springing up everywhere and getting all
8 the media attention.
9

10 111. The next day I got a phone call from Ray who told me he was sorry this had
11 happened and that he wanted to resume operations as quickly as possible. He told me these
12 raids were common practice and the normal way things were conducted until the case went
13 to trial. He told me that these types of businesses would typically continue to run for up to
14 another 6 months before they were permanently shut down or a settlement was reached that
15 allowed them to continue to operate.
16

17 112. I asked him if he had, in fact, ever made an attempt to apply for an MMCC CUP and
18 he told me that, while he had originally intended to, he never did. I told Ray that had he
19 done what he had originally promised by applying for the CUP, he would have had a very
20 good chance at being awarded the CUP since the zoning allowed for it at the time he began
21 renting from me. It was the lawsuit that was filed which first informed me that my property
22 had been eligible for a CUP and then, for whatever reason, the property was rezoned to
23 make it ineligible for a CUP shortly before the case against me was filed. Naturally I was
24 very upset with what Ray had put me through and was even MORE upset that his actions
25 had reduced the value of my property if the city having rezoned my property right after Pure
26 Meds began business made it permanently ineligible for any future MMCC business to
27 operate.
28

1 113. Since Ray had never attempted to apply for the CUP after he told me that he would, I
2 told him that he could no longer continue to operate his business on my property. Ray was
3 given one week to remove his remaining possessions from the property before I disposed of
4 them. He was not happy that I wasn't going to let him reopen. He offered me considerably
5 more money to which I said "no" and that my decision was final. He begrudgingly accepted
6 that and the next day he had people come and remove his remaining items. Ray never set
7 foot on my property again.

8
9 114. After the raid, I never heard from anyone with the City who wanted any additional
10 information from me regarding Ray. I believed that whatever information they needed they
11 had found on my computer and they didn't need my assistance.

12 115. **After a couple of months the City decided to charge me** personally with
13 exceeding the allowable plant counts by adding in the clones that I had not included in our
14 counts because they were not rooted. I was arrested and booked into jail at which point I
15 bailed out and got prepared for my arraignment.

16
17 116. A few days prior to my arraignment, I called the City Attorney assigned to my case
18 and told him that I was going to plead Not Guilty based on the fact that the clones they had
19 added into the plant counts were not viable since they had not yet rooted. He considered this
20 and **decided to drop the charges at least for the time being** but he did reserve the right to
21 recharge me in the future if additional information was presented.

22 117. I got a letter from the District Attorney stating that after a review of the evidence
23 they had decided not to prosecute me but that the City of San Diego still held the option of
24 doing so.

25
26 118. On March 15, 2017 I received notice that the City of San Diego would be charging
27 me with 4 misdemeanor counts relative to my operations, **1 day before the statute of**
28 **limitations would have ran.** I retained the legal services of Mr. Robert Bryson and went to

1 the arraignment on April 5, 2016 where *the plan was for me to plead Not Guilty* and take it
2 to trial if necessary.

3 119. Prior to the day of arraignment and entering my plea, I had not seen the report or any
4 evidence that had been used to bring these 4 misdemeanor charges against me. The City
5 Attorney met with Mr. Bryson and me in the hallway and presented us with the case file for
6 our review. This was the first time that I became aware that Ray had been arrested and was
7 awaiting trial on charges of his own. From the evidence I could see that Ray's other
8 locations had been shut down and that he had made agreements with the City that, to avoid
9 charges, he would agree to not operate an unlicensed MMCC business within the City of
10 San Diego in the future. Clearly with his Pure Meds operations on my property he had
11 violated those agreements.
12

13 120. After Mr. Bryson and I had spent about 30 minutes reviewing the documents, we
14 asked to speak to Deputy City Attorney Mark Skeels, who was handling the matter. What
15 Mr. Skeels told us was, that since Pure Meds did not reopen after the raid, which was what
16 usually happened, the City was willing to offer me a deal in order to settle the matter
17 without it going to trial.
18

19 121. Mr. Skeels told me that if I would agree to forfeit the \$30,000 in cash that had been
20 seized from Pure Meds during the raid and plead guilty to one misdemeanor charge of a
21 Health and Safety Code section HS 11366.5 (a) violation, the other 3 charges would be
22 dropped. As Mr. Skeels explained to me, pleading guilty to this single charge was my
23 accepting that there had been a code violation on the property and I would be on probation
24 for 3 years to assure that I would not violate this Code again. Mr. Skeels agreed that Mr.
25 Bryson could take some time to consider this offer.
26

27 122. After discussing with Mr. Bryson that this offer seemed reasonable providing there
28 was language added into the plea agreement that for the 3 years I would be on probation and

1 because I agreed to waive my 4th amendment rights, I would maintain my Prop 215 medical
2 cannabis cultivation rights and not be subject to what was still unknown medical cannabis
3 cultivation limits as would be defined in Prop 64.

4 123. Mr. Skeels asked why I wanted that language in the Plea Agreement and I told him
5 that I had no problem proving over the 3 year course of my probation that as a medical
6 cannabis patient, who cultivated cannabis at my property and planned on continuing to do
7 so, I was in compliance with Prop 215 but that, based on what I knew of the Prop 64 law
8 which was due to take effect on January 1, 2018, I wanted whoever was inspecting me and
9 my property to hold me to a recreational standard that may, as the guidelines under Prop 64
10 were not yet finalized, conflict with a medical standard. The language in the Plea
11 Agreement would be as much for my benefit as for that of any inspecting authority who
12 would visit me over the course of the 3 years' probation.
13

14 124. Mr. Skeels considered this and agreed that as far as he and the City were concerned,
15 adding language to the Plea Agreement to that effect was not a problem and that it would
16 indeed provide for clarification of enforcement standards for those authorities who would be
17 tasked with inspecting me and the property for Prop 215 compliance during the course of my
18 3 years' probation.
19

20 125. Having agreed to that, I suggested that Mr. Skeels also add language to the Plea
21 Agreement that would include a limit of up to 4 Physician's Recommendations for those
22 patients for whom I was growing cannabis. Mr. Skeels told us that adding language to that
23 effect was not necessary because the Prop 215 statute didn't set a limit on Physician's
24 Recommendations. He also told us that we simply needed to have those Physician's
25 Recommendations available for inspection and that they had to be current. Mr. Skeels told
26 us that all the Plea Agreement needed to state was that I would be retaining my rights under
27
28

1 Prop 215. With that, we agreed to the terms of the Plea Agreement and Mr. Skeels left us to
2 await his return with the finalized Plea Agreement.

3 126. When he returned a short time later, Mr. Bryson and I reviewed the Plea Agreement
4 and saw that the language we had discussed about my retaining my rights under Prop 215
5 had been added. With that, Mr. Skeels then reviewed every element of the Plea Agreement
6 with us and had me initial each box that was required. Once this was completed, we went
7 before the Honorable Judge Rachel Cano.
8

9 127. While reviewing the Plea Agreement from the bench, Hon. Judge Cano spoke to me
10 directly and asked why the Prop 215 language had been added into the Plea Agreement. I
11 explained that with the obvious conflicts for me between Prop 215 and Prop 64, that I, as a
12 medical cannabis patient who cultivated cannabis at this property, needed the standard I
13 would operate under to be defined in this agreement or it would be subject to interpretation
14 by any inspecting authority who would visit me during the course of my 3 years'
15 probation. Judge Cano considered this and agreed that it was a simple and straightforward
16 solution to what she and even the City saw as a way of bringing clarity to these evolving
17 standards. With that, she accepted the Plea Agreement and I believed we were done.
18

19 128. In a wild turn of events that I can only describe as the most duplicitous bait and
20 switch imaginable... Within days of Mr. Skeels convincing my attorney and I through his
21 *assurances of the terms* of our plea agreement, the City filed a *Lis Pendens* on my property
22 (April 18, 2017 – Over 1 year after the incident took place.) and began the process of selling
23 it as a seized property asset, which I now became aware was what I had unknowingly agreed
24 to in the Misdemeanor Health and Safety 11336 (a) code charge to which I had pled guilty in
25 the Plea Agreement I had entered into with the City on April 5, 2017.
26

27 129. I immediately contacted Mr. Bryson and asked if he had known that, when I agreed
28 to enter into this Plea Agreement, that it meant I was forfeiting my building and land to the

1 City. That had NEVER been discussed prior to my accepting the Plea Agreement. In fact,
2 prior to accepting the Plea Agreement, Mr. Skeels had gone out of his way to go over the
3 Plea Agreement in detail with us and had even added the language of how I would retain my
4 Prop 215 rights over the course of my 3 years' probation. If Mr. Skeels knew then that I was
5 giving up my building and land under this Plea Agreement, why wasn't it brought up at that
6 time? Both Mr. Bryson and Mr. Skeels are officers of the court. Both had an obligation to
7 tell me that's what my agreeing to a misdemeanor guilty plea of HS 11336 (a) meant and
8 neither one did that. In fact, the last area of refuge I would have had prior to this Plea
9 Agreement being accepted by the court would have been if Judge Cano had mentioned to me
10 that the language we had added into the Plea Agreement where I retained my Prop 215
11 rights was meaningless in light of the fact that pleading guilty to this one charge meant I was
12 not going to own the property anyway.
13

14 130. Mr. Bryson was as shocked as I was when he realized what we had agreed to. He
15 told me that he had no idea that losing the building and land would be the consequence of
16 entering into that deal with Mr. Skeels. With that, he wrote me a Declaration that stated
17 that he was not aware and had he known that my losing the building and land was the
18 consequence of entering into that Plea Agreement with the City, he would have advised
19 against signing it. I received that Declaration from Mr. Bryson and dismissed him from any
20 future representation.
21

22 131. I then reached out to Mr. Skeels and asked if he was aware that my agreeing to this
23 single misdemeanor charge meant I would be giving up my property. He told me that he
24 was not aware that that was the consequence either, but he would look into it and get back to
25 me. I never heard back from him.
26

27 132. I then sought out and retained new counsel with attorney David Demian of the law
28 firm Finch, Thorton & Baird (FTB) representing me in this matter.

1 133. In a phone call between Mr. Demian and Mr. Skeels that was made on speaker phone
2 from a conference room at the FTB offices, thus allowing me to hear what was being
3 discussed, I learned what Mr. Skeels's real position on the Asset Forfeiture matter that my
4 Plea Agreement had represented was. Mr. Skeels informed Mr. Demian that he too was on
5 speaker phone as there were other attorneys from his office listening in on the conversation.
6

7 134. Mr. Skeels's stated position during that call was that we had a deal in that Plea
8 Agreement and it would stand. According to him, my only options were to elect to
9 withdraw the Plea Agreement, after which the City would take me to trial on the 4
10 misdemeanor charges that I was originally charged with, or to agree to pay the City
11 \$100,000 and all charges would be dropped. What I was hearing was extortion, plain and
12 simple.
13

14 135. Mr. Demian told Mr. Skeels that the \$100,000 payment he was seeking was
15 unacceptable and that the only thing that might work on my behalf would be to find a lesser
16 amount in the interest of offsetting the legal fees I would have to incur in order to defend the
17 4 misdemeanor charges. Mr. Skeels asked what that amount might be and Mr. Demian
18 responded with a counteroffer of \$5,000, referring to that amount as a nuisance payoff that
19 he had been authorized to submit on my behalf. Mr. Skeels rejected the counteroffer and told
20 Mr. Demian to get back to him if and when we were serious.
21

22 136. What was clear to me during that conversation was that the City wanted a payout and
23 what they had seized during the raid was not enough. The HS code section violation to
24 which I had pled guilty was not widely understood. This was a new tool for the City to use
25 to shut down illegal dispensaries and Mr. Skeels knew it. He was not willing to negotiate
26 because he felt he didn't have to. Mr. Skeels had Mr. Demian on speaker phone in his office
27 so he could make a point to those listening in on his side that the City did in fact have the
28 upper hand in these negotiations and that Real Property Asset Forfeiture was a tactic they

1 could employ in other cases where a landlord rented to a tenant who was not licensed to run
2 a MMCC business. At one point in the conversation when Mr. Demian questioned Mr.
3 Skeels's authority and skills in negotiating a settlement on behalf of the City, Mr. Skeels got
4 upset that Mr. Demian would even question his professional qualifications. Mr. Demian,
5 sensing that he had offended Mr. Skeels, immediately began apologizing and told Mr.
6 Skeels that he would confer with me and respond with another offer. Mr. Skeels told Mr.
7 Demian that the new offer would need to be near the \$100,000 mark or it would be rejected,
8 and we would be wasting precious time and the property would be sold out from underneath
9 me as the law allowed.
10

11 137. After that conversation, Mr. Demian admitted he was not the best person to represent
12 me in further negotiations in this matter with Mr. Skeels. I needed to retain co-counsel who
13 had experience in successfully negotiating with Mr. Skeels. They had to be able to defend
14 me in this matter should we go to trial and that would start with them withdrawing my Plea
15 Agreement based on my having been enticed to do enter it under fraudulent representation
16 and incompetent counsel. With Mr. Bryson's declaration in which he admitted not knowing
17 what the consequences of HS 11336 (a) were, I was hopeful that if the threat of withdrawing
18 the Plea Agreement came from the right lawyer, that Mr. Skeels would want to settle the
19 matter without going to trial. With that in mind, I engaged the legal services of attorney
20 Stephen G. Cline in anticipation of the Plea Agreement being withdrawn and my taking this
21 matter to trial should Mr. Skeels and I not come to terms.
22
23

24 138. Mr. Cline reached out to Mr. Skeels by phone and told him that unless the City was
25 willing to settle this matter for a much lower amount than the \$100,000 they were seeking,
26 he had every intention of going before Judge Cano to request a withdrawal of the Plea
27 Agreement. Mr. Cline was prepared to defend his request based on the fact that the Real
28 Property (building and land) Asset Forfeiture was not listed in the records of items seized in

1 the raid, nor was there ever any posting by either the officers or the City Attorney that the
2 building and land were considered part of the seized items. In addition, the TRO that the
3 City had requested had been denied which meant that I was not party to my tenant's
4 business operations, I had incompetent legal representation when I entered into the Plea
5 Agreement and finally, neither Mr. Skeels nor Judge Cano had made me aware that the
6 consequence of signing the Plea Agreement was the forfeiture of my Real Property, which
7 was valued at approximately \$500,000 based on fair market value comparisons and up to 10
8 times that should it ever qualify for a licensed MMCC business.
9

10 139. I did not feel that Judge Cano would react well to what Mr. Cline was prepared to
11 present to her if we did not reach a settlement and, if Mr. Skeels could be persuaded to relax
12 his demands, it may not be necessary to do so.

13 140. After consideration, Mr. Skeels suggested that the amount be reduced to
14 \$50,000. Mr. Cline told him he would convey that message to me and get back to him. I
15 felt that \$50,000 was still outrageous in light of the reasons that Mr. Cline had presented to
16 Mr. Skeels earlier, but when I considered the potential legal fees should this matter go to
17 trial, I told Mr. Cline to return to Mr. Skeels with an offer of \$10,000 but with an
18 authorization limit of \$25,000 should an increase be necessary.
19

20 141. Mr. Skeels rejected the offer of \$10,000 and said we would have to agree to an
21 amount closer to the \$50,000 they were seeking, or this would go to trial. With that, Mr.
22 Cline provided Mr. Skeels with our best and final offer of \$25,000 and advised Mr. Skeels
23 that, should that amount be unacceptable, we were prepared to go to trial and win based on
24 the merits of our case.
25

26 142. Mr. Skeels accepted the \$25,000 offer and the matter was turned back over to David
27 Demian at FTB for finalization of the terms and document exchange. On October 4, 2017 a
28 Stipulation for Judgement was executed showing the listed seized items from the raid and a

1 \$25,000 payment for full satisfaction on my Real Property, which they had listed as 6176-
2 6184 Federal Blvd. I only own the 6176 Federal Blvd property but the Stipulated
3 Judgement also covered the rental property I had next door.

4 143. On January 2, 2018 I made the \$25,000 payment to the City per the terms of the
5 Stipulated Judgement using borrowed money.

6 144. What I take from this is that Mr. Skeels has now set a precedent in that a City can
7 include the Real Property of the land owner in their seized assets regardless of whether or
8 not that landowner had anything to do with the business their tenant was operating. While
9 he wanted as much as he could get from me, it was more important to show those other
10 prosecuting attorneys that this was a way of forcing landlords to assure their tenants were
11 properly licensed when it comes to an MMCC dispensary. Landlords are now going to have
12 to be those traffic cops which means that if the tenant has a license and then loses it during
13 the course of the tenancy, that landlord may face the same asset seizure and forfeiture
14 actions that I did, whether or not they were aware of their tenant's actions.
15
16

17 **LARRY GERACI**

18 145. In late September 2016 I received a phone call from Mr. Larry Geraci. I had never
19 met or heard of Mr. Geraci prior to that call. The purpose of Mr. Geraci's call was to inform
20 me that he had become aware of my property from what he had seen from the Pure Meds
21 situation and he wanted to know if I would be interested in selling him the property for the
22 purposes of opening a licensed MMCC.
23

24 146. I told Mr. Geraci that the City had rezoned the property and that it was my
25 understanding that it would no longer qualify for an MMCC business. Mr. Geraci told me
26 that that was not necessarily the case and he would like me to consider what he had to say in
27 a meeting that would be held at his office. I agreed to the meeting and met him in his office
28 within a few days of his initial call.

1 147. I found that Mr. Geraci was a professional Financial Planner who operated out of
2 nice offices in the Kearny Mesa area of San Diego. He told me that his core business was
3 Financial and Tax Planning and that he represented clients in his professional capacity as an
4 Enrolled Agent. Mr. Geraci was also a real estate investor/developer and one of his
5 investments was buying specific properties in locations that can be converted into MMCC
6 retail cannabis businesses.

7
8 148. I asked Mr. Geraci how many MMCC businesses he had in operation and he told me
9 that he had multiple MMCC businesses whereby he would finance the purchase of the
10 property and pay for the licensing to get the business MMCC compliant. Once completed,
11 he would have others own and operate the MMCC business and he would get an ongoing
12 equity position in that business. Mr. Geraci told me he preferred to remain in the
13 background on these transactions since the perception of him being directly involved in
14 cannabis business may harm his other business enterprises. That did not come as a surprise
15 to me and I accepted that statement on face value.

16
17 149. Regarding the rezoning of my property, which from my understanding would now
18 make my property ineligible for an MMCC business, Mr. Geraci told me that he had special
19 knowledge and influence that would allow him to get my property through that process by
20 having it rezoned back into an MMCC compliant zone and then submitting the CUP
21 application so the MMCC could be run on that specific property. If anyone else had been
22 telling me this, I would have not believed them but Mr. Geraci appeared to have the
23 relationships, experience and financial wherewithal to make something like this happen. As
24 he was a licensed financial professional who is held to the highest fiduciary standards, I was
25 interested in pursuing these negotiations with him to see where they might lead.

26
27 150. At the time we were discussing his special relationships that would assist in getting
28 my property rezoned to an MMCC compliant zone, I was completely unaware that the City

1 of San Diego, which had rezoned my property to an ineligible MMCC compliant zone in
2 January of 2016 while they were building a case against me and Pure Meds, had, once Pure
3 Meds was shut down, once again rezoned the area and my property in April of 2016 without
4 notifying me or any of the other property owners in the area.

5 151. Mr. Geraci had to have already known this prior to our first meeting in early
6 October 2016 that included discussing his special relationships that could have my property
7 rezoned. He didn't need any special relations as the rezone had already occurred. That's
8 why he knew from the moment he met me that he could get the CUP Application
9 accepted. He just wasn't positive he could get it approved. For that reason, he lied to me
10 about needing to get the rezoning done before he could even submit the CUP
11 Application. Mr. Geraci was a fraud from the moment I met him. I just didn't know that at
12 the time.
13

14 152. During that first meeting, Mr. Geraci told me that, due to the issue I had had with
15 having rented to an illegal dispensary, I would need to sell the property to him and he would
16 submit the CUP application in one of his employee's names, Rebecca Berry, because she
17 had a clean record and would not be denied once the process began.
18

19 153. Mr. Geraci asked me how much I would want for the property and I told him I would
20 agree to \$800,000 as long as I got an equity position in the monthly MMCC sales that
21 amounted to \$10,000 or 10% of the net profits, whichever was greater and he agreed to that.
22

23 154. During October 2016 I met with Mr. Geraci at his office on several more
24 occasions. We discussed in detail how, in addition to whatever he was willing to do to
25 purchase and develop my 6176 property, I was interested in having him assist me in
26 identifying other properties where I could expand my work with 151 Farms. Like Ray
27 before him, I wanted him to understand that the only reason I wanted to sell the property
28 was so that I could afford to move into a larger property. I had no interest in owning or

1 managing an MMCC business so if that side of the equation worked for him, within the
2 terms and conditions we agreed to, I could stay focused on my goals with 151 Farms. It
3 was to be a win/win situation for the both of us. Mr. Geraci agreed to that and I told him I
4 would draft a Memorandum of Understanding (MOU) that would act as a working document
5 to memorialize this conversation and serve as the basis of our agreement once his lawyer
6 had prepared it.

7
8 155. We had orally agreed to, among other things, a sales price of \$800,000 for the
9 property contingent upon him obtaining the MMCC CUP approval from the City of San
10 Diego and that was memorialized in the MOU I created and sent to Mr. Geraci. Upon
11 approval of the MMCC CUP, the payments would be split into \$400,000 for me and another
12 \$400,000 for Inda-Gro for relocation of the business. The terms for the relocation of the
13 business were spelled out in a second working document I called the Service Contract. That
14 Service Contract was sent along with the MOU and required that Mr. Geraci, if he were to
15 actually acquire the property upon Approval of the CUP Application, would grant Inda-Gro
16 the right to remain on the property at no rent until the plans were completed and accepted by
17 the City of San Diego Development Services and he was ready to begin construction on the
18 new MMCC. While Mr. Geraci never acknowledged either of my working documents in
19 writing, he told me over the phone that he was fine with them and that they would be
20 incorporated into a contract that his lawyer would prepare and I could make changes to the
21 contract before we consummated our deal.
22

23
24 156. While I was waiting for his lawyer to send me the contract, Mr. Geraci asked me to
25 come into his office on October 31, 2016. It was at this meeting that Mr. Geraci asked me to
26 sign a City of San Diego CUP application form which listed Rebecca Berry as the qualifying
27 applicant. Rebecca Barry was not present when I signed this **and to my knowledge I have**
28 **never even met her.** Mr. Geraci told me he wanted this signed in preparation for when the

1 rezoning had been completed and the CUP Application could be submitted. According to
2 him, it would not and could not be submitted until the rezoning had taken place.

3 157. During our phone calls Mr. Geraci told me that the terms I had outlined in the MOU
4 and Service Agreement were acceptable and that he would have his lawyer prepare a
5 contract that would include these terms and that a \$50,000 non-refundable deposit which
6 would not be contingent on the City of San Diego MMCC CUP approval would be paid at
7 the time we signed that contract.
8

9 158. Mr. Geraci told me that, in anticipation of the contract, he would like to immediately
10 begin the process of getting the property rezoned so that the CUP application could be
11 submitted, and he could pay me the entire \$50,000 as we had agreed.

12 159. Mr. Geraci told me that he would like me to stop by his office and sign a receipt for
13 \$10,000 which would be applied toward the \$50,000 earnest money. He also told me that
14 this signed receipt would allow him and/or his agents to begin the process of getting the City
15 to rezone the property. The plan that Mr. Geraci had was that the rezoning might take 4-6
16 weeks and he did not want to pay the entire \$50,000 until the rezoning had occurred and the
17 CUP application could be submitted. This seemed reasonable to me and we set a meeting
18 for November 2, 2016 in his office.
19

20 160. On November 2, 2016 when I arrived at the scheduled meeting with Mr. Geraci, he
21 told me that he had already begun the initial process of getting the property rezoned and that
22 the CUP application may be ready in as little as 2 weeks. With that, he had me sign a 3
23 sentence document that I considered a receipt which stated the \$800,000 sales price and that
24 I was accepting the \$10,000 in a cash payment from him. He had a Notary Public certify
25 that it was my signature on the document. What I was signing was not any sort of contract
26 that held the terms we had discussed in my MOU and Service Agreement. It was most
27 certainly not a Real Estate Contract as required by California law and Mr. Geraci, who held
28

1 CA Real Estate License number 01141323, knew that. During our meeting Mr. Geraci did
2 not try to represent this as a final contract but as a receipt to get the rezoning process
3 underway. I did not sense that he was trying to pull one over on me and felt that, in a
4 professional capacity, he would not attempt something like that. I believed him and looked
5 forward to seeing him make the things happen he said he and he alone had the skill sets to
6 do. Nonetheless, when I got back to my office, I felt as though I should send him an email
7 that would memorialize what was said to me when I signed that receipt.
8

9 161. Within hours of having signed the receipt I sent Mr. Geraci that email in which I
10 asked him to acknowledge, in an email response, that what I just signed was not meant to be
11 a final contract between us. Shortly thereafter I received his response stating that he had "no
12 problem, no problem at all" acknowledging that this was not the final contract. Mr. Geraci's
13 response to my email reassured me that he was operating in good faith and that the process,
14 in the order he had described to me, had begun.
15

16 162. On November 15, 2016 Mr. Geraci asked me to sign another document that would
17 allow me, as the property owner, to authorize his architect, Mr. Abhay Schweitzer, to view
18 and copy records at the County of San Diego Tax Assessor's Office of Building
19 Records. Signing that document requested by Mr. Geraci further led me to believe that I
20 was the property owner until such time that the CUP Application was granted and I would
21 sell the property to Mr. Geraci.
22

23 163. Over the course of the next several weeks I would, through phone conversations and
24 various texts and emails, of which I have copies, inquire as to how the rezoning process was
25 coming along. Mr. Geraci always responded that, while they were making progress, the
26 rezoning had not yet been completed. He told me to be patient and that it would happen. He
27 also said that he had a team working on this and that he had spent large sums of money, in
28 all the right places, to see that the property would get rezoned. Again, I had no reason to

1 doubt him since he had professional credentials and fiduciary duties that I believed would
2 have prevented him from lying. One thing, however, was certain. The original 2 weeks had
3 expired, and I had not yet been paid the remaining \$40,000 that he had promised.

4 164. In February 2017 I had several other parties contact me and inquire if my property
5 was available for purchase. Those parties told me that my property was unique in that it fit
6 the necessary requirements for an MMCC business. Each of these parties also told me that
7 they too had special skills and connections that would ensure that this property was
8 approved for an MMCC business. This made me wonder how many more people in the
9 cannabis business had found out about my property. Had Mr. Geraci managed to get the
10 rezoning done and just not told me so he wouldn't have to pay the \$40,000 balance on the
11 non-refundable deposit? Since I didn't know for sure what I had in Mr. Geraci, I told those
12 interested in the property to submit written offers of which I received two that were worth
13 considerably more than the offer that Mr. Geraci had made me. If I found that Mr. Geraci
14 was not acting in good faith, I would have other offers to fall back on if the situation
15 required it.
16
17

18 165. In February 2017, after still not receiving the contract that Mr. Geraci had promised
19 me in November 2016, I demanded that he send it to me. It was becoming obvious that he
20 was engaging in delay tactics and I wasn't sure why.

21 166. This got him moving and in late February 2017 I got a contract that his lawyer, Gina
22 Austin of the Austin Law Group, had prepared on his behalf which I guess he expected me
23 to sign without reading. This contract missed most of the elements that were in the MOU
24 and Service Agreement, not the least of which was that in consideration for the sales price I
25 had set, I would receive 10% of the store's monthly net profits or \$10,000 per month,
26 whichever was greater. My radar was on full alert.
27
28

1 167. I texted Mr. Geraci to ask if his lawyer had even read my MOU and the Service
2 Agreement, the terms of which Mr. Geraci had agreed to include in the final contract, and he
3 told me that she must have made a mistake and missed them in that draft. Mr. Geraci
4 apologized and told me that he had not read the contract that Ms. Austin had prepared and
5 that she had the working documents necessary to prepare our contract. With that, Mr.
6 Geraci assured me that the revised version would include those terms and to expect it within
7 a few days.
8

9 168. On March 3, 2016, I received the Side Agreement to his Contract and, while it did
10 include more of the MOU and Service Agreement terms that Mr. Geraci and I had agreed to
11 in our conversations, it still fell woefully short of what had been agreed to in my working
12 documents which, per Mr. Geraci, his counsel had to work from. Ms. Austin had
13 incorporated the 10% or \$10,000 language but there was still highly prejudicial language in
14 the Side Agreement that I found unacceptable and was in no way was in the spirit of our
15 early negotiations. For example, Ms. Austin called the \$10,000 payment "the total agreed to
16 amount" and stated that even that would have to be returned to Mr. Geraci in the event the
17 CUP Application was not approved. This was not going well.
18

19 169. In addition to the obvious problems I was seeing from the contracts that Ms. Austin
20 had prepared, **Mr. Geraci was now requesting that we reduce the agreed upon \$10,000 a**
21 **month to \$5,000 a month for 6 months until after the store had opened and they started**
22 **to get some market share.** It was now apparent to me that I needed to get to the bottom of
23 this and verify whatever it was that Mr. Geraci had been telling me. What more evidence
24 could there possibly be showing that the monthly equity stake was an integral term of the
25 agreement we actually made months prior?!
26

27 170. At this point it didn't matter what Mr. Geraci told me. What the contract prepared
28 by Ms. Austin now proffered was that the \$10,000 paid by Mr. Geraci was the total deposit

1 amount that was going to be paid. It was apparent that no matter what, Mr. Geraci was not
2 to be trusted and he was running the clock and using his lawyer, Ms. Austin, as tools to
3 defraud me of my property as the terms we had originally agreed upon were no longer
4 acceptable to him. Nonetheless I had to know the current status of my property zoning to
5 see where I stood.

6
7 171. Around March 15, 2017 I decided to call the City of San Diego Development
8 Services to find out for myself if my property had been rezoned back to an MMCC
9 compliant zone or if, as Mr. Geraci kept telling me, it was still in process and the CUP had
10 not yet been submitted. What I found out was astounding!

11 172. Ms. Firouzeh Tirandazi, Development Project Manager for the City of San Diego
12 Development Services told me that my property had been rezoned to an MMCC compliant
13 zone in April 2016.

14 173. Mr. Geraci had been lying to me since the beginning. When he had me sign the CUP
15 application listing Rebecca Berry as the qualifying applicant in October 2016 he knew then
16 that the rezoning had occurred and that he could submit the CUP Application immediately.
17 And that's exactly what he did.

18
19 174. Per Ms. Tirandazi, the CUP Application with Ms. Berry's name on it that Mr. Geraci
20 had me sign *was submitted on October 31, 2016, just days before I signed his receipt of the*
21 *\$10,000 which I was paid on November 2, 2016.* Mr. Geraci had needed me to sign that
22 document so he could, at some point in the future, argue that the document I signed on
23 November 2, 2016 was the one and only contract. Mr. Geraci had never intended to honor
24 the terms to which we had agreed in my MOU and Service Agreement.

25
26 175. After my call to Ms. Tirandazi, I contacted Ms. Berry and Mr. Geraci to tell them
27 that I had contacted her and now knew that Mr. Geraci had been lying to me all along and
28

1 that I had just discovered his fraud. Mr. Geraci contacted me by text to ask for a face-to-
2 face meeting.

3 176. On March 17, 2017 in an email I sent to Mr. Geraci, I declined his request for
4 another face-to-face meeting and stipulated that all future communications between us be in
5 writing. I demanded that he honor the terms of our MOU and Service Agreement, that the
6 \$40,000 balance of the non-refundable \$50,000 be paid immediately and that, regarding the
7 \$10,000 or 10% of the net profits, whichever was greater, we agree to use a 3rd party
8 accountant to assure proper distribution. I required that Mr. Geraci accept these terms in
9 writing no later than March 20, 2017 at 12:00 or I would cease any further business with
10 him.
11

12 177. On March 21, 2017, having received no response from Mr. Geraci, I sold my
13 property to Richard J. Martin for \$2,000,000 and a guaranteed 20% equity in a new MMCC
14 business should it be established. The non-refundable earnest money was \$100,000, which I
15 have long since expended to use to pay legal fees I had incurred in the matter with Mr.
16 Geraci. Unlike Mr. Geraci's so called contract, the sales contract with Mr. Martin was done
17 on a notarized Commercial Property Purchase Agreement with an Addendum that
18 acknowledged my MOU and the terms I set forth within it.
19

20 178. Also on March 21, 2017, after selling the property to Mr. Martin, I went to
21 Development Services to meet with Ms. Tirandazi in person to see if the CUP application
22 that they were processing with Ms. Berry's name on it could be transferred to me or an
23 assignee of mine. Ms. Tirandazi told me that the current CUP Application they had in
24 process for Ms. Berry had been signed by me and that the only way it could be reassigned
25 was if Ms. Berry relinquished her rights to it or a court ordered them to reassign it. I knew
26 that getting Mr. Geraci and Ms. Berry to relinquish their rights to the current CUP
27 application in process was not an option so I asked Ms. Tirandazi if I could submit another
28

1 CUP application to run concurrent with the application in Ms. Berry's name. This way my
2 application would already be in process once the City figured out that neither Mr. Geraci nor
3 Ms. Berry had a Grant Deed in their name. Ms. Tirandazi told me that the City of San
4 Diego's policy was that only one CUP application per address would be accepted and that,
5 as Ms. Berry's was already being processed, I could not submit one at that time. Since I
6 now knew that Mr. Geraci and Ms. Berry were not going to get final approval on the CUP
7 without a Grant Deed in their name, I had to consider my legal options.
8

9 179. On March 22, 2017 I received a letter from Mr. Geraci's new attorney, Michael
10 Weinstein, informing me that as a result of my having contacted Ms. Tirandazi to see about
11 having Ms. Berry's CUP application reassigned, Mr. Geraci had instructed Mr. Weinstein to
12 file a *Lis Pendens* on my property and a lawsuit against me seeking to have me honor what
13 Mr. Geraci now considered to be the "end all be all contract" I had signed with him on
14 November 2, 2016. While Mr. Weinstein threatened me with the great harm that would
15 befall me should this matter go to trial, he also encouraged me to negotiate with them as he
16 stated there was still time to do so. Because I had not received a response from Mr. Geraci
17 by the deadline I had given him of March 20, 2017 and having subsequently sold the
18 property to Mr. Martin, I had no intention of negotiating anything further with either Mr.
19 Geraci or Mr. Weinstein.
20

21 180. Until I could resolve the CUP issue with the City of San Diego for what would now
22 be the new property owner, Mr. Martin, I needed to see if there was a way to maintain the
23 status of Ms. Berry's CUP application, so I wouldn't waste time submitting another
24 application after Ms. Berry's application was deemed incomplete because the Grant Deed
25 would never be in her or Mr. Geraci's name. As far as my hope to negotiate settlement
26 involving Mr. Geraci relinquishing his rights to Ms. Berry's CUP, telling Mr. Weinstein that
27 I had sold the property to Mr. Martin was not a good strategy.
28

1
2 181. On May 9, 2017 in an email Mr. Weinstein suggested a settlement whereby Mr.
3 Geraci would, among other things, increase his offer to purchase the property to \$925,000
4 and pay the \$50,000 non-refundable earnest money but I would have no equity position in
5 the new dispensary and, while Ms. Berry's CUP application was being processed, I would
6 agree to cease all cannabis related cultivation activity on the property within 2 days of
7 signing this agreement.
8

9 182. I found the May 9, 2017 settlement offer confusing. Why did Mr. Geraci care if I
10 was cultivating cannabis on site? That had never come up before and now it was a condition
11 of the "improved" settlement offer. Beyond that, Mr. Geraci proved that no matter who he
12 had representing him, he was not to be trusted. There was no mention of the 10% equity
13 position with a \$10,000 a month guaranteed minimum that was preeminent in our original
14 negotiations. What Mr. Weinstein's settlement offer suggested to me was that, while his
15 client was at his core a snake, something else was motivating him to be concerned about
16 what my current activities entailed. I had seen and heard enough.
17

18 183. On May 12, 2017 I filed a *Pro Se* cross complaint thinking that that might convince
19 Mr. Geraci to back down from what, in my mind, was an unwinnable situation for him
20 regarding the purchase of my property. It did not, however, have that effect so I requested
21 that David Demian represent me and take the case over.
22

23 184. On June 29, 2017 I filed a Notice of Substitution naming David Demian as new
24 counsel on my behalf.

25 185. On September 28, 2017 Mr. Weinstein filed a Notice of Demurrer/Motion to Strike
26 which was his attempt to limit the underlying agreements of my case to the single 3 sentence
27 document I had signed on November 2, 2016 as the only document that should be
28

1 considered. He did not want anything else that transpired between me and Mr. Geraci to be
2 considered.

3 186. On October 24, 2017 Judge Wohlfield issued a Tentative Ruling denying the
4 Demurrer which was good news for me since my supporting documents against Mr. Geraci
5 were primarily supported by the written communications that occurred after the November
6 2, 2017 document was signed.

7
8 187. With the Demurrer having been denied, my next concern was that the likelihood of
9 Mr. Geraci getting the property after all the evidence was heard had to be of grave concern
10 to him. If he were not to acquire the property, then all the work he was doing on the CUP
11 application would be for naught and he would suffer financially. It is not unreasonable to
12 think that Mr. Geraci might try to cut his losses by having Ms. Berry's CUP, which he
13 completely controlled, purposely denied by instructing his agent(s) to create a scenario
14 wherein that would be the result. In other words, if Mr. Geraci can't have this MMCC
15 dispensary, no one else will either.

16
17 188. Should Mr. Geraci decide to sabotage Ms. Berry's CUP application, it would create a
18 huge financial loss for both me and for Mr. Martin. I had to do something to protect my
19 interests in the property by seeking protection from the court. By having the court appoint a
20 Receiver who would give them oversight into what was happening on Ms. Berry's CUP, it
21 would assure that the CUP process is followed and maintained. If Mr. Geraci felt he was
22 going to prevail on the Breach of Contract claim he had against me, he would have not been
23 opposed to my seeking a Temporary Restraining Order against him that would afford me
24 this protection. That was not the case.

25
26 189. On December 7, 2017 Mr. Demian had a Writ of Mandate seeking to shorten the
27 time to trial and a Temporary Restraining Order hearing whereby I would be protected if
28 Mr. Geraci decided it was in his best financial interests to sabotage Ms. Berry's CUP as

1 opposed to losing the Breach of Contract case he had against me now that his Demurrer had
2 been denied and all of the evidence subsequent to the November 2, 2017 document would
3 come into consideration. We believed that while our request for a Writ of Mandate may not
4 be granted, the TRO would be granted.

5 190. Mr. Demian had 4 or 5 relevant arguments contained within his Points and
6 Authorities in his TRO motion that were cogent and compelling to the court in granting the
7 TRO (none of the *relevant arguments towards granting the requested relief* were apparently
8 raised by him). Furthermore, Mr. Weinstein should have had no opposition to our request
9 for a TRO if Mr. Geraci actually believed he would prevail in the Breach of Contract suit
10 against me and he would be awarded the property under the terms of the November 2, 2017
11 document I signed. If, on the other hand, Mr. Geraci actually believed that he would lose
12 the Breach of Contract suit now that all the evidence would be heard then Mr. Geraci knew
13 he had to vigorously oppose our request for a TRO or he would not have an opportunity to
14 sabotage Ms. Berry's CUP which was in process with the City of San Diego Development
15 Services and in his complete control.

16 191. In making his decision on the TRO motion, Judge Wohlfield listened to the oral
17 arguments raised by Mr. Weinstein and Mr. Demian. Mr. Demian only raised the least
18 relevant point in his oral arguments before Judge Wohlfield, stating that we should be
19 granted the TRO based entirely on the constitutional protections that are fundamental to
20 property owners maintaining control of their property. The only reason Mr. Demian raised
21 that singular point and not the others is because this was the point he was most familiar with
22 from having successfully argued it in a similar case for another client. Mr. Demian was not
23 prepared to argue the other, more pertinent issues relevant to my case in front of the
24 court. Had Mr. Demian's oral arguments included a reference to Judge Wohlfield's previous
25 ruling on the Demurrer and shown the real harm in not having the TRO for his client's court
26
27
28

1 supervised protection, it would have been simply a matter of Judge Wohlfield supporting his
2 previous position in denying the Demurrer and looking at ANY of the supporting evidence
3 that Mr. Demian would have asked him to reference prior to making his decision. Mr.
4 Demian did none of that while Mr. Weinstein successfully argued that the TRO was not
5 necessary as it could potentially harm Ms. Berry's CUP process and that Mr. Geraci was
6 going to win the Breach of Contract case based solely on the November 2, 2017 document
7 that I had signed.
8

9 192. Judge Wohlfield denied the TRO on the grounds that Mr. Demian had not provided
10 him with sufficient evidence to warrant the court's protection of me prior to this matter
11 being settled in trial.

12 193. Immediately after the hearing, Mr. Joe Hurtado who, as my litigation investor, was
13 present to ensure that both my and Mr. Martin's legal interests were being protected, met
14 Mr. Demian in the hallway outside the courtroom. Mr. Hurtado was livid. Having the TRO
15 denied due to the incompetence Mr. Demian had shown in the courtroom was
16 egregious. For Mr. Demian not to bring the essential elements of the motion to Judge
17 Wohlfield's attention while Mr. Weinstein successfully argued their Breach of Contract case
18 was, according to Mr. Hurtado, "the worst performance he had ever seen by a lawyer!" Mr.
19 Demian looked down at his shoes and mumbled something about how he had tried and had
20 to leave to go to another meeting.
21

22 194. After Mr. Demian left, Mr. Hurtado called to tell me what had happened. I was livid
23 too. There was no excusing Mr. Demian's performance. I immediately called Mr. Demian
24 to hear for myself what he felt went wrong and he told me that "it did not go as he had
25 hoped." With that Mr. Demian told me he thought this would be a good time for me to seek
26 alternative counsel and informed me he would be withdrawing from the case.
27
28

1
2 195. On December 12, 2017, representing myself, I had a hearing in front of Judge
3 Wohlfield for a Motion to Reconsider his ruling on the TRO. While I am not an attorney, I
4 was fully prepared to argue the supporting elements of the motion that Mr. Demian had not
5 raised and felt it would give the court the opportunity to see why I had an immediate interest
6 in seeking court supervised protection through the TRO.

7
8 196. I arrived at the hearing and was immediately told by Judge Wohlfield, before I could
9 even speak, that he was denying my Motion for Reconsideration on procedural grounds. I
10 was not allowed to say anything. Mr. Weinstein applauded the denial stating that the Writ
11 of Mandate was due to be heard on January 26, 2017 and having a TRO granted prior to that
12 hearing was unnecessary. What I was not given the opportunity to say was that the reason I
13 was there and representing myself was that if the court didn't intervene on my behalf
14 immediately, the harm that Mr. Geraci could cause me would be done before that hearing.

15
16 197. When I walked out of the courtroom I felt like the world was closing in around me. I
17 started feeling dizzy and had a hard time standing or even speaking. I thought it was
18 temporary but since I was prone to seizures, I decided to go the hospital and have myself
19 checked out. I did and was told was that I had suffered a Transient Ischemic Attack
20 (TIA). A TIA is a mini-stroke which is caused when stress creates loss of blood to the
21 brain. I am hoping I don't ever have another one of these as I felt helpless in its grasp.

22
23 198. I did not agree with Judge Wohlfield's decision. I did not feel that he had considered
24 the elements which supported my urgency to be granted the TRO.. In the interest of
25 protecting myself from the harm Mr. Geraci was capable of inflicting on me, I had no choice
26 but to seek an Appellate Court ruling on my TRO motion wherein they would consider all
27 the facts and supporting evidence that Judge Wohlfield had not considered when denying me
28 that protection.

1
2 199. On December 18, 2017 I filed a Notice with the Court that I will be appealing Judge
3 Wohlfield's decision and will be requesting that the matter be expedited due to its urgency.

4 200. With everything I have been going through legally, the stresses that I find myself
5 under have affected my health and those opportunities that I might have pursued for myself,
6 my loved ones and my employees. I no longer sleep through the night and have anxiety
7 attacks that are difficult to manage. I have had heart palpitations. I find that my focus and
8 attention to the details necessary to run my business have suffered. My personal and
9 professional relationships are in jeopardy.
10

11 201. In addition to the legal issues I'm dealing with, I have tried to maintain my Inda-Gro
12 lighting business by introducing a new LED Grow light to our lineup for which I have
13 applied for a provisional patent. Developing this new light and the software and controls
14 that will run it have been somewhat cathartic in that it takes my mind off of the legal issues
15 I'm confronting but by no means am I able to give Inda-Gro the attention it deserves when
16 I'm consumed with the stresses I face daily as a result of Mr. Geraci and the pressure he has
17 put on me.
18
19

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct.

22 DATED: 1-20-18


DARRYL COTTON