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Attorney for Defendant/Cross-Complainant DARRYL COTTON

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SAN DIEGO – CENTRAL DIVISION**

LARRY GERACI, an individual,  
Plaintiff,

vs.

DARRYL COTTON, an individual;  
and DOES 1-10, INCLUSIVE,  
Defendants.

CASE NO. 37-2017-00010073-CU-BC-CTL

**RESPONSES BY DEFENDANT/  
CROSS-COMPLAINANT DARRYL  
COTTON TO REQUESTS FOR ADMISSION  
PROPOUNDED BY PLAINTIFF/CROSS-  
DEFENDANT LARRY GERACI  
[SET ONE]**

DARRYL COTTON, an individual,  
Cross-Complainant,

vs.

LARRY GERACI, an individual, REBECCA  
BERRY, an individual; and DOES 1 through 10,  
Inclusive,  
Cross-Defendants.

**PROPOUNDING PARTY:** Plaintiff/Cross-Defendant LARRY GERACI

**RESPONDING PARTY:** Defendant/Cross-Complainant DARRYL COTTON

**SET NO:** One (1)

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Responding party has not yet completed the investigation of the facts relating to this action, and discovery and preparation for trial are not yet complete. Consequently, the following responses are given without prejudice to the responding party's right to produce at the time of trial any subsequently-discovered evidence relating to the proof of any material fact, and to produce as and whenever discovered all evidence relating to the proof of any material fact. Since responding party has not yet completed his examination of the facts, the following responses are given without prejudice to responding party's right to amend the following responses later or at the time of trial if additional documents need be identified.

Except for those facts which explicitly are admitted herein, no other admissions of any nature whatsoever are to be implied or inferred. The mere fact that a response to a discovery request has been provided herein should not be taken as an admission or concession of the existence of any facts set forth

1 or assumed by such discovery request, or that such response constitutes evidence of any fact thus set forth  
2 or assumed. All responses must be construed as given on the basis of present recollection.

3 To the extent that any of the requests call for the disclosure and/or production of any information  
4 which was prepared in the anticipation of litigation or for trial, or information protected by the  
5 attorney/client privilege, the attorney work product doctrine, any privilege relating to confidential trade  
6 secrets, the right of privacy or any other privilege, Defendant will identify and assert any such applicable  
7 privilege, doctrine and/or right in his responses below.

8 Finally, the signature of the attorney assisting with these responses is included pursuant to Code  
9 of Civil Procedure § 2033(g), and is intended only with regard to objections which have been raised in  
10 these responses. The attorney's signature in no way constitutes a waiver of any attorney/client, work  
11 product and/or any other privilege which may be asserted during subsequent discovery concerning the  
12 identity of the sources of the information contained in these responses.

### 13 **OBJECTIONS**

14 The following general objections are incorporated by reference into each and every individual  
15 supplemental response as though fully quoted verbatim therein. Each additional objection is incorporated  
16 into each individual response as though fully repeated therein, regardless of whether or not any or all of  
17 these general objections are repeated or mentioned in response to any specific request.

- 18 • To the extent that any or all of the requests call for information prepared in the  
19 anticipation of litigation or for trial, or information protected by the  
20 attorney/client privilege, the attorney work product doctrine, any privilege  
21 relating to confidential trade secrets, the right of privacy or any other privilege,  
22 Defendant objects to each such request.
- 23 • To the extent that any or all of the requests call for information which is not  
24 relevant, not admissible into evidence or not reasonably calculated to lead to the  
25 discovery of admissible evidence, Defendant objects to each such request.

### 26 **RESPONSES TO REQUESTS FOR ADMISSIONS**

#### 27 **REQUEST FOR ADMISSION NO. 1:**

28 Admit that Darryl Cotton signed the 11/02/2016 Agreement between Darryl Cotton and Larry  
Geraci attached as Exhibit A to the Complaint in this matter (hereafter the "11/02/16 Agreement").

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

2 Defendant admits that he executed the 11/02/16 document (the “November Document”) but  
3 denies that it constitutes an agreement between the Plaintiff and Defendant for the purchase of  
4 Defendant’s property by Plaintiff.

5 **REQUEST FOR ADMISSION NO. 2:**

6 Admit that under the 11/02/2016 Agreement Darryl Cotton agreed to sell the property located at  
7 6176 Federal Blvd, San Diego, CA to Larry Geraci or assignee for a total sales price of \$800,000.00  
8 conditioned upon the approval of a Conditional Use Permit for the operation of a marijuana dispensary  
9 at the property.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

11 Deny. The November Document was meant to memorialize the receipt of \$10,000 to Defendant  
12 by Plaintiff while Plaintiff had his attorney draft the written agreement for the purchase of the property  
13 by Plaintiff from Defendant.

14 **REQUEST FOR ADMISSION NO. 3:**

15 Admit that Darryl Cotton received payment from Larry Geraci of Ten Thousand dollars (cash) in  
16 good faith earnest money to be applied to the sales price of \$800,000.00 under the 11/02/2016 Agreement.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

18 Deny. Defendant admits he received ten thousand dollars (cash) when he executed the  
19 November Document but denies the sale price consists of \$800,000 as the sales price was to include as  
20 consideration, *inter alia*, a 10% equity stake in the contemplated business.

21 **REQUEST FOR ADMISSION NO. 4:**

22 Admit that under the 11/02/2016 Agreement Darryl Cotton agreed to not enter any other contracts  
23 regarding the property located at 6176 Federal Blvd., San Diego, CA.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

25 Deny. Defendant admits that he agrees to not enter into any other contracts on November 2, 2016,  
26 but he did so pursuant to the oral agreement reached that day, not the November Document.

27 **REQUEST FOR ADMISSION NO. 5:**

28 Admit that since entering into the 11/02/16 Agreement, Darryl Cotton has entered into one or  
more contracts regarding the sale of the property located at 6176 Federal Blvd., San Diego, CA, with  
person(s) or entity(ies) other than Larry Geraci.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

2 Defendant admits that he did so, but only after terminating the oral agreement with Plaintiff and  
3 having given Plaintiff numerous opportunities to live up to his end of the oral agreement reached in  
4 November of 2016 with Defendant.

5 **REQUEST FOR ADMISSION NO. 6:**

6 Admit that during 2017 Darryl Cotton has entered into a written agreement with Richard Martin,  
7 II for the sale and purchase of the property located at 6176 Federal Blvd., San Diego, CA, for a total sales  
8 price of \$2,000,000.00.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

10 Defendant admits.

11 **REQUEST FOR ADMISSION NO. 7:**

12 Admit that Larry Geraci has performed every one of his contractual obligations required by the  
13 11/02/2016 Agreement.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

15 Denied.

16 **REQUEST FOR ADMISSION NO. 8:**

17 Admit that the 11/02/2016 Agreement states every term and condition agreed to between Darryl  
18 Cotton and Larry Geraci for the sale and purchase of the property located at 6176 Federal Blvd., San  
19 Diego, CA.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

21 Denied.

22 **REQUEST FOR ADMISSION NO. 9:**

23 Admit that Larry Geraci has not breached any agreement between the himself *[sic]* and Darryl  
24 Cotton.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

26 Denied.

27 **REQUEST FOR ADMISSION NO. 10:**

28 Admit that Larry Geraci made no false promises to Darryl Cotton in connection with the sale and  
purchase of the property located at 6176 Federal Boulevard, San Diego, CA.

**RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

Denied.

1 **REQUEST FOR ADMISSION NO. 11:**

2 Admit that Darryl Cotton has not sustained any damage as a result of any acts or omissions made  
3 by or on behalf of Larry Geraci.

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

5 Denied.

8 DATED: May 9, 2018

THE LAW OFFICE OF JACOB P. AUSTIN

11 By



JACOB P. AUSTIN

Attorney for Defendant/Cross-Complainant  
DARRYL COTTON

**VERIFICATION**

I, Darryl Cotton, the Defendant and Cross-Complainant in this matter, have read the foregoing Responses by Defendant/Cross-Complainant Darryl Cotton to Special Interrogatories Propounded by Plaintiff/Cross-Defendant Larry Geraci [Set One] and know the contents thereof.

The matters stated in the foregoing document are true and correct of my own personal knowledge, except those matters which are stated based upon information and belief; and, as to those matters, I believe them to be true.

As a party to this action, I am authorized to and hereby do make this verification for that reason.

Dated: May 9, 2018



DARRYL COTTON