

1 **ALEXANDER & ASSOCIATES, APC**

2 Brian D. Alexander (SBN 223473)

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4 San Diego, CA 92122

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7 Attorney for Plaintiff,

8 CENTRAL COAST CONSULTING, LLC, et al.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN LUIS OBISPO, CIVIL BRANCH**

11 CENTRAL COAST CONSULTING, LLC;
12 HSAKG CONSULTING, INC., SLOIG,
13 INC., CCCIG III, INC; and SLO
INVESTMENT GROUP III, INC;

14 Plaintiffs,

15 vs.

16 ANNA MARIE GABRIEL, an individual,
17 KRISTA KEONIG, an individual,
18 MOHAMMAD REZA SAADATMANDI ,
19 an individual, A.G. HARVEST, INC. a
California Corporation, CAROLYN MARIE
DOWNEY, an individual, and DOES 1-100;

20 Defendants.
21

CASE NO.: 19CV-0126

**OPPOSITION TO MOTION FOR RELIEF
FROM DEFAULT AND DEFAULT
JUDGMENT**

DATE: June 2, 2021

TIME: 9:00 a.m.

DEPT.: 9

HON. TANA L. COATES

22 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

23 Plaintiffs, CENTRAL COAST CONSULTING, LLC, HSAKG CONSULTING, INC.,
24 SLOIG, INC., CCCIG III, INC, and SLO INVESTMENT GROUP III, hereby oppose Defendant
25 MOHAMMAD REZA SAADATMANDI's Motion for Relief from Default and Default
26 Judgment as follows.

27 //

28 //

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Defendant Mohammad Reza Saadatmandi (“Defendant”) contends that he did not receive
3 actual notice of the action, that he was not properly served with the complaint, that the judgment
4 exceeds the amount demanded in the Complaint, and that Defendant’s due process rights were
5 violated. Plaintiffs oppose Defendant’s motion on the grounds that: (1) Service by Publication
6 was proper and publication was effectuated in two newspapers in this action, both likely to result
7 in notice to Defendant; (2) Defendant was on actual notice of the action and received copies of
8 the filings regularly in the mail; and (3) the judgment does not exceed any demand made in the
9 Complaint.

10 **I. DEFENDANT WAS PROPERLY SERVED BY PUBLICATION.**

11 The Code of Civil Procedure section 415.50 authorizes and outlines the mechanisms by
12 which a party may be served by publication. If upon affidavit by the moving party it appears to
13 the satisfaction of the court that the party to be served cannot with reasonable diligence be served
14 in another manner and that a cause of action exists against the party upon whom service is to be
15 made, the court shall order the summons to be published in a named newspaper, published in this
16 state, that is most likely to give actual notice to the party to be served. (Code of Civ. Proc. §
17 415.50(a)).

18 After making extensive diligent attempts to personally serve the Defendant, as outlined
19 below, Plaintiff filed an Application for Publication of Summons with respect to this Defendant
20 on September 24, 2019. Plaintiff’s Application requested that publication of summons be ordered
21 in the San Fernando Valley Sun, but the attached Proposed Order reflected a different named
22 newspaper – the San Luis Obispo Tribune. This discrepancy was a result of counsel’s errata –
23 though the Application properly requested that publication for this Defendant be made in the San
24 Fernando Valley Sun, the Proposed Order was erroneously not updated.

25 Plaintiffs had previously applied for and obtained permission to serve defendants Anna
26 Marie Gabriel and Krista Koenig by publication on August 28, 2019, and publication at that time
27 was requested to be made in the San Luis Obispo Tribune. Evidently, that same Proposed Order
28 was erroneously filed with respect to this Defendant.

1 However, Defendant was still properly served by publication. Defendant relies on Calvert
2 v. Al Binali (2018) 29 CA5th 954 for the proposition that the publication in this case was so
3 defective that the judgment is void. This case is distinguishable. In Calvert v. Al Binali, the
4 Plaintiffs applied for and obtained an order for publication for one newspaper – the Orange
5 County Register – but instead published the summons in the Laguna News-Post and never
6 caused the summons to published in the proper newspaper.

7 Here, Plaintiffs applied for publication to be made in the San Fernando Valley Sun and
8 provided reasoning for why that newspaper is most likely to give defendant actual notice. But for
9 the typographical error on the Proposed Order, the Court apparently would have ordered
10 publication to be made in the San Fernando Valley Sun and Plaintiff was not even aware of the
11 typographical error until the instant motion was filed. Publication was made in the San Fernando
12 Valley Sun on October 3, October 10, October 17, and October 24, 2019. Therefore, this case is
13 distinguishable from Calvert because publication was made in the newspaper identified in the
14 Application, and the Proposed Order simply contained a typographical error.

15 Nonetheless, if it is Defendant’s position that publication in the San Fernando Valley Sun
16 was fatally defective because the Order erroneously named the San Luis Obispo Tribune,
17 Plaintiffs note that the Summons were also published in the San Luis Obispo Tribune.

18 The Court ordered “that service of said summons in this case be made upon said
19 defendant by publication thereof in the San Luis Obispo Tribune, a newspaper of general
20 circulation published in San Luis Obispo, California, designated as the newspaper most likely to
21 give notice to said defendant; that publication be made at least once a week for four success
22 weeks in the manner prescribed in the Gov. Code § 6064.” Publication of the Summons in the
23 San Luis Obispo Tribune occurred on September 3, September 10, September 17, and September
24 24, 2019. Defendant has not offered any explanation as to why publication of summons in the
25 San Luis Obispo Tribune did not constitute proper service, even if publication in the San
26 Fernando Valley Sun was technically defective.

27 Summons in this action were published in both the San Fernando Valley Sun and the San
28 Luis Obispo Tribune. Therefore, Defendant was properly served.

1 **II. DEFENDANT RECEIVED ACTUAL NOTICE OF THE ACTION.**

2 Defendant also surprisingly contends that he was not made aware of the action until
3 February 2021, when co-Defendant Krista Koenig contacted him about it. Every reasonable
4 attempt to serve Defendant was made, and Defendant was mailed numerous documents to what
5 he confirms is his residential address.

6 On motion of a defendant not personally served with summons and complaint to set aside
7 judgment, his opponent may show that movant had actual notice of action in time to have entered
8 an appearance and presented a defense and that failure to do so was owing to his neglect or to his
9 consent to the judgment, in which event a case arises for the exercise of discretion of the court,
10 which must determine whether the laches is of such character as to preclude relief. (Tucker v.
11 Tucker (1943) 59 Cal.App.2d 557). An order to vacate a judgment is within the sound discretion
12 of the trial court, and trial courts have refused to set aside default judgment against defendants
13 based on their declarations that they did not receive documents served on them by mail. (*see In*
14 *re Cardenas* (1961) 194 Cal.App.2d 849; Sakaguchi v. Sakaguchi (2009) 173 Cal.App.4th 852).

15 Defendant takes issue with the fact that process servers were unable to access his gated
16 home. (Plaintiff's Motion, p. 7, line 4). Defendant contends that "Plaintiff did not mail a copy of
17 the summons and complaint . . . with a request to sign a Notice and Acknowledgment."
18 Defendant further contends that "no explanation as to what [Plaintiff's] diligent attempts" to
19 serve Defendant were included. Defendant confirms that 13489 Gladstone Ave, Sylmar, CA
20 91342 is his residential address, and denies that he has ever used the address at 22201 Ventura
21 Blvd, Ste. 205, Woodland Hills, CA 91364. Plaintiff responds to these contentions and believes
22 that Defendant had actual notice as follows.

23 Attempts to serve Defendant began on March 21, 2019, with service initially attempted at
24 22201 Ventura Blvd, Ste. 205, Woodland Hills, CA 91364. Service was refused at this address
25 and Defendant contends that he has never done business at this address. (Saadatmandi Dec'1, ¶
26 5). Defendant is the Chief Executive Officer of A.G. Harvest, Inc., Smokers Selection, Inc.,
27 Cannabis Corp USA, Inc., and Morro Bay Green, Inc. Attached hereto as Exhibit 1 are true and
28 correct copies of these corporations' Statements of Information retrieved from the California

1 Secretary of State website. Each and every one of these public records reflects that Defendant's
2 agent for service of process is located at 22201 Ventura Blvd, Ste. 205, Woodland Hills, CA
3 91364, yet Defendant claims to have never been associated with this address.

4 As noted above, Defendant is the CEO of A.G. Harvest, Inc. – also a Defendant in this
5 action – and has listed 6131 Huasna Townsite Rd, Arroyo Grande, CA 93420 as his address in
6 filings with the California Secretary of State as reflected in Exhibit 1. Contrary to Defendant's
7 contentions, Plaintiffs did in fact attempt to have Defendant execute a Notice and
8 Acknowledgment of Receipt. Attached as Exhibit 2 is a true and correct copy of the Notice and
9 Acknowledgment of Receipt mailed to Defendant on June 13, 2019, to his address of record at
10 6131 Huasna Townsite Road. The Notice was never signed or returned.

11 Plaintiff further attempted to serve Defendant through the San Luis Obispo County
12 Sheriff's Office. On August 9, 2019, the San Luis Obispo County Sheriff's Office attempted to
13 serve Defendant at 6131 Huasna Townsite Rd., Arroyo Grande, San Luis Obispo, CA 92420,
14 based on his use of this address in the most recent Statement of Information for A.G. Harvest,
15 Inc. The Sheriff's department was unsuccessful.

16 Eventually, Plaintiffs discovered what they believed – and what apparently is –
17 Defendant's residential address. Plaintiffs engaged registered process servers and commenced
18 personal service attempts at Defendant's residential address on August 30, 2019. Attached hereto
19 as Exhibit 3 is a true and correct copy of the process server's sworn statement regarding service
20 attempts. As evidenced by the Non Service Report, attempts were made on: August 30, 2019;
21 September 3, 2019; September 6, 2019; September 9, 2019; September 12, 2019; September 15,
22 2019; September 18, 2019; and September 24, 2019. These eight attempts to personally serve
23 Defendant at his home were made at varying hours – as early as 7:13 a.m. and as late as 7:06
24 p.m. The process servers were unable to enter Defendant's property, and Defendant has noted
25 that "it does have a locked gate." (Saadatmandi Dec'l, ¶ 6).

26 Contemporaneously with these attempts for personal service, Plaintiffs regularly mailed
27 documents and filings to Defendant. On June 13, 2019, Plaintiffs mailed a Request for Entry of
28 Default to Defendant at the 6131 Huasna Townsite Road address used in his Secretary of State

1 filings. On July 3, 2019, Plaintiffs also mailed a Case Management Statement to Defendant at the
2 6131 Huasna Townsite Road address.

3 On November 25, 2019, a Request for Entry of Default was mailed along with the
4 supporting documents filed with this Court to Defendant's residential address at 13489
5 Gladstone Avenue, Sylmar, CA 91342. On March 10, 2020, copies of the Request for Default
6 Judgment and supporting papers were mailed to Defendant's Gladstone Avenue address as well.
7 Lastly, following the Default Prove-Up Hearing, the Amended Request for Judgment and
8 supporting papers were mailed to Defendant on August 25, 2020, to his residential address at
9 13489 Gladstone Avenue, Sylmar, CA 91342. Copies of these mailings are attached hereto as
10 Exhibit 4.

11 In conclusion, Defendants' contention that documents were never mailed to him is
12 plainly false. It is well documented that Plaintiffs did provide notice of this action by mail to
13 Defendant at his residential address once that address became known. Before discovering
14 Defendant's residential address, Plaintiffs relied on Defendant's apparently false filings with the
15 Secretary of State and attempted to serve Defendant at his business locations. Though the
16 process servers were unable to bypass Defendant's locked gate and effectuate personal service,
17 Defendant surely received numerous notices by mail and as "a businessman with experience with
18 the court system" (Saadatmandi Dec'l, ¶ 13) would have been put on notice of this action.

19 **III. THE JUDGMENT ENTERED DOES NOT EXCEED ANY DEMAND IN THE**
20 **COMPLAINT.**

21 Plaintiff contends that the default judgment is void because it exceeds the amount
22 demanded in the Complaint. Code of Civil Procedure section 580(a) provides that "the relief
23 granted to the plaintiff, if there is no answer, cannot exceed that demanded in the complaint, in
24 the statement required by Section 425.11, or in the statement provided for by Section 425.115;
25 but in any other case, the court may grant the plaintiff any relief consistent with the case made by
26 the complaint and embraced within the issue. The court may impose liability, regardless of
27 whether the theory upon which liability is sought to be imposed involves legal or equitable
28 principles.

1 The prayer in the complaint sought damages according to proof at trial. At the Default
2 Prove-Up Hearing, the Court considered percipient witness testimony as well as expert testimony
3 forming the basis for a judgment in the amount of \$8,952,294.00. A significant portion of this
4 judgment stemmed from the inventory which all Defendants conspired to deprive Plaintiffs of,
5 lost profits under the joint venture with which Defendant Saadatmandi interfered with, and the
6 cannabis cultivation licenses obtained for Defendants by Plaintiffs.

7 In the complaint itself, specific amounts are set forth as follows. The Complaint details
8 investments made in the total amount of \$805,000. It further details the loss of \$2,250,000 in
9 inventory that was taken from Plaintiffs and used by Defendants in their new venture, \$70,000 in
10 actual profits which were withheld from Plaintiffs, and a minimum of \$3,000,000 in future lost
11 profits. At the prove-up hearing, after consideration of expert witness testimony and exhibits, it
12 became clear that the lost profits were much higher than initially assumed. The expert testimony
13 further ascribed a value to the cannabis cultivation license and improved property value – both of
14 which were unknown at the time of filing the complaint.

15 Because the complaint did not set a cap on damages, the judgment entered could not have
16 exceeded the amount demanded. Additionally, the Complaint does account for a minimum of
17 \$6,125,000 in the factual allegations set forth, and the full judgment amount was proven at the
18 August 24, 2020, prove-up hearing.

19 However, it would be within the Court's sound discretion to adjust the judgment amount
20 downwards rather than set it aside in its entirety if the Court believes that the award exceeded the
21 Court's authority as Defendant contends. If a challenged judgment only partially exceeds the
22 court's jurisdiction, the court can modify the judgment and save that portion which was not void.
23 (Becker v. S.P.V. Construction Co. (1980) 27 Cal.3d 489, 494 (citing Wilkinson v. Wilkinson
24 (1970) 12Cal.App.3d 1164, 1168)). Therefore, if the Court agrees with Defendant that the
25 judgment entered exceeds the demand of the Complaint, Plaintiff respectfully requests that the
26 judgment be adjusted to an amount no less than \$6,125,000, plus pre-judgment interest, rather
27 than vacated in its entirety.

28 VI. CONCLUSION

1 As set forth above and for any additional reasons set forth at the time of the hearing on
2 this matter, Plaintiffs respectfully request that the Court deny Defendant Saadatmandi's Motion
3 for Relief in its entirety. In the alternative, Plaintiffs request that the Court modify the judgment
4 entered to reflect an amount within the Court's jurisdiction rather than vacating the judgment in
5 its entirety. Defendant cannot reasonably deny that he had no notice of this suit in light of the
6 numerous notices mailed to his residential address, and Defendant was further properly served by
7 publication after extensive attempts to personally serve him.

8
9 Respectfully Submitted,

10
11 Dated: April 27, 2021

By:



Brian D. Alexander,
Attorney for Plaintiffs,
CENTRAL COAST CONSULTING, LLC;
HSAKG CONSULTING, INC.,
SLOIG, INC.,
CCCIG III, INC.,
and SLO INVESTMENT GROUP III, INC

EXHIBIT "1"



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G254610**FILED**

In the office of the Secretary of State
of the State of California

DEC-20 2018**1. CORPORATE NAME**

A.G. HARVEST INC.

2. CALIFORNIA CORPORATE NUMBER

C4215064

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE
6131 HUASNA TOWNSITE RD, ARROYO GRANDE, CA 93420

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE
6131 HUASNA TOWNSITE RD, ARROYO GRANDE, CA 93420

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 6131 HUASNA TOWNSITE RD, ARROYO GRANDE, CA 93420

8. SECRETARY ADDRESS CITY STATE ZIP CODE
ANNA MARIE GABRIEL 6131 HUASNA TOWNSITE RD, ARROYO GRANDE, CA 93420

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 6131 HUASNA TOWNSITE RD, ARROYO GRANDE, CA 93420

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE
ANNA MARIE GABRIEL 6131 HUASNA TOWNSITE RD, ARROYO GRANDE, CA 93420

11. NAME ADDRESS CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 6131 HUASNA TOWNSITE RD, ARROYO GRANDE, CA 93420

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
ZAHRA HEDAYAT

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
22201 VENTURA BLVD., STE. 205, WOODLAND HILLS, CA 91364

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
CANNABIS

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

12/20/2018 CHAYA TERRY PREPARER
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE



California Secretary of State
Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information No Change

Entity Name: A.G. HARVEST INC.

Entity (File) Number: C4215064

File Date: 09/15/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GJ49773

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Natascha Petrosians

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GJ49773



Secretary of State
Statement of Information
(California Stock, Agricultural
Cooperative and Foreign Corporations)

SI-550

119

IMPORTANT — Read instructions **before** completing this form.

Fees (Filing plus Disclosure) – \$25.00;

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

1. Corporation Name (Enter the **exact** name of the corporation as it is recorded with the California Secretary of State. Note: If you registered in California using an assumed name, see instructions.)

SMOKERS SELECTION, INC.

19-621187

FILED
Secretary of State
State of California

APR 23 2019

NE

This Space For Office Use Only

2. 7-Digit Secretary of State File Number

4137428

3. Business Addresses

a. Street Address of Principal Executive Office - Do not list a P.O. Box 12806 BRADLEY AVE., STE. B	City (no abbreviations) SYLMAR	State CA	Zip Code 91342
b. Mailing Address of Corporation, if different than Item 3a	City (no abbreviations)	State	Zip Code
c. Street Address of Principal California Office, if any and if different than Item 3a - Do not list a P.O. Box 12806 BRADLEY AVE., STE. B	City (no abbreviations) SYLMAR	State CA	Zip Code 91342

4. Officers

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

a. Chief Executive Officer/ MOHAMMAD	First Name	Middle Name REZA	Last Name SAADATMANDI	Suffix
Address 12806 BRADLEY AVE., STE. B			City (no abbreviations) SYLMAR	State CA Zip Code 91342
b. Secretary MOHAMMAD	First Name	Middle Name REZA	Last Name SAADATMANDI	Suffix
Address 12806 BRADLEY AVE., STE. B			City (no abbreviations) SYLMAR	State CA Zip Code 91342
c. Chief Financial Officer/ MOHAMMAD	First Name	Middle Name REZA	Last Name SAADATMANDI	Suffix
Address 12806 BRADLEY AVE., STE. B			City (no abbreviations) SYLMAR	State CA Zip Code 91342

5. Director(s)

California Stock and Agricultural Cooperative Corporations ONLY: **Item 5a:** At least one name **and** address must be listed. If the Corporation has additional directors, enter the name(s) and addresses on Form SI-550A (see instructions).

a. First Name MOHAMMAD	Middle Name REZA	Last Name SAADATMANDI	Suffix
Address 12806 BRADLEY AVE., STE. B		City (no abbreviations) SYLMAR	State CA Zip Code 91342
b. Number of Vacancies on the Board of Directors, if any			

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) ZAHRA	Middle Name	Last Name HEDAYAT	Suffix
b. Street Address (If agent is not a corporation) - Do not enter a P.O. Box 22201 VENTURA BLVD., STE. 205	City (no abbreviations) WOODLAND HILLS	State CA	Zip Code 91364

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

Describe the type of business or services of the Corporation

GLASS ACCESSORIES

8. The Information contained herein, including in any attachments, is true and correct.

04/19/2019

Date

CHAYA TERRY

Type or Print Name of Person Completing the Form

PREPARER

Title

Signature



California Secretary of State
Electronic Filing



Corporation - Statement of Information No Change

Entity Name: SMOKERS SELECTION, INC.

Entity (File) Number: C4137428

File Date: 02/19/2021

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GQ84014

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Natascha Petrosians

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GQ84014



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G036492**FILED**

In the office of the Secretary of State
of the State of California

SEP-12 2018**1. CORPORATE NAME**

CANNABIS CORP USA, INC.

2. CALIFORNIA CORPORATE NUMBER

C4140991

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE
13489 GLADSTONE AVE, SYLMAR, CA 91342

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE
13489 GLADSTONE AVE, SYLMAR, CA 91342

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 13489 GLADSTONE AVE, SYLMAR, CA 91342

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 13489 GLADSTONE AVE, SYLMAR, CA 91342

8. SECRETARY ADDRESS CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 13489 GLADSTONE AVE, SYLMAR, CA 91342

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 13489 GLADSTONE AVE, SYLMAR, CA 91342

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 13489 GLADSTONE AVE, SYLMAR, CA 91342

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
ZAHRA HEDAYAT

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
22201 VENTURA BLVD., STE: 205, WOODLAND HILLS, CA 91364

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ZS PROFITSOLUTIONS INC

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

09/12/2018 NATASCHA PETROSIAN

PREPARER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE



California Secretary of State
Electronic Filing



Corporation - Statement of Information No Change

Entity Name: CANNABIS CORP USA, INC.

Entity (File) Number: C4140991

File Date: 12/31/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GN21562

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Natascha Petrosians

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GN21562



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G036541**FILED**

In the office of the Secretary of State
of the State of California

SEP-12 2018**1. CORPORATE NAME**

MORRO BAY GREEN, INC

2. CALIFORNIA CORPORATE NUMBER

C4186759

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE
1312 MAIN ST., MORRO BAY, CA 93442

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 1312 MAIN ST., MORRO BAY, CA 93442

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 1312 MAIN ST., MORRO BAY, CA 93442

8. SECRETARY ADDRESS CITY STATE ZIP CODE
ANTHONY JOSEPH BARKET 1312 MAIN ST., MORRO BAY, CA 93442

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 312 MAIN ST., MORRO BAY, CA 93442

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE
MOHAMMAD REZA SAADATMANDI 312 MAIN ST., MORRO BAY, CA 93442

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
ZAHRA HEDAYAT

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
22201 VENTURA BLVD., STE: 205, WOODLAND HILLS, CA 91364

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ZS PROFITSOLUTIONS INC

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

09/12/2018 NATASCHA PETROSIAN

PREPARER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE



California Secretary of State
Electronic Filing



Corporation - Statement of Information No Change

Entity Name: MORRO BAY GREEN, INC

Entity (File) Number: C4186759

File Date: 03/09/2021

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GR46958

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Natascha Petrosians

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GR46958

EXHIBIT "2"

NOTICE

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Hilary Pratt

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of *(to be completed by sender before mailing)*:

1. ☒ A copy of the summons and of the complaint.
2. ☒ Other (specify):

Civil Case Cover Sheet; Notice of Case Assignment; Notice to Litigants; and Notice of Filing

(To be completed by recipient):

Date this form is signed:

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
ON WHOSE BEHALF THIS FORM IS SIGNED)

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): 223473 Brian D. Alexander, Esq. Alexander & Associates, APC 6165 Greenwich Dr., Suite 340 San Diego, CA 92122 TELEPHONE NO.: 858-373-5555 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff: CENTRAL COAST CONSULTING, ET AL		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO STREET ADDRESS: 1035 Palm Street, Room 385 MAILING ADDRESS: 1035 Palm Street, Room 385 CITY AND ZIP CODE: San Luis Obispo 93408 BRANCH NAME: Civil Court Operations		
PLAINTIFF/PETITIONER: CENTRAL COAST CONSULTING, ET AL DEFENDANT/RESPONDENT: GABRIEL, ET AL		
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL		CASE NUMBER: 19CV-0126

TO (insert name of party being served): Mohammad Reza Saadatmandi

NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: 6/13/2019

Hilary Pratt

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of **(to be completed by sender before mailing)**:

1. ☒ A copy of the summons and of the complaint.
2. ☒ Other (specify):

Civil Case Cover Sheet; Notice of Case Assignment; Notice to Litigants; and Notice of Filing

(To be completed by recipient):

Date this form is signed:

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
ON WHOSE BEHALF THIS FORM IS SIGNED)

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

NOTICE

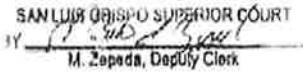
The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

(SIGNATURE OF SENDER—MUST)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): BRIAN D. ALEXANDER (223473) 6165 GREENWICH DR., STE. 340 SAN DIEGO CA 92122		FOR COURT USE ONLY ELECTRONICALLY FILED 3/6/2019 11:43 AM  M. Zapata, Deputy Clerk	
TELEPHONE NO: 858-373-5555 FAX NO: 858-373-5556 ATTORNEY FOR (Name): CENTRAL COAST CONSULTING, LLC et al		CASE NUMBER: 19CV-0126 JUDGE: DEPT:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO STREET ADDRESS: 1035 PALM ST MAILING ADDRESS: SAME CITY AND ZIP CODE: SAN LUIS OBISPO 93408 BRANCH NAME: CIVIL & FAMILY LAW BRANCH			
CASE NAME: CENTRAL COAST CONSULTING et al., v. ANNA MARIE GABRIEL			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **NINE (9)**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **MARCH 1, 2019**
BRIAN D. ALEXANDER

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SUPERIOR COURT OF SAN LUIS OBISPO COUNTY**San Luis Obispo Branch, 1035 Palm Street, Rm 385, San Luis Obispo, CA 93408****Paso Robles Branch 901 Park Street, Paso Robles, CA 93446**

Central Coast Consulting, LLC et al vs. Anna Gabriel et al	CASE NUMBER
	19CV-0126
	Case Management Conference

NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE

This case is assigned to **Judge Coates, Tana L.** for all purposes.

Plaintiff must serve the Summons and Complaint, a copy of this Notice; the Standing Case Management Order (located at <https://www.slo.courts.ca.gov/os/tentativerulings.htm>) of the judge assigned for all purposes and must file proofs of service within 60 days after the Complaint is filed.

Defendants shall file responsive pleadings with 30 days of service unless the parties stipulate to an extension of not more than 15 days.

IT IS HEREBY ORDERED:

1. The parties must appear for a first Case Management Conference **on July 11, 2019, 9:00 AM, San Luis Obispo Department 9** THE PARTIES OR THEIR ATTORNEYS MUST APPEAR AT THE CASE MANAGEMENT CONFERENCE. For information about telephone appearances call **COURTCALL** at (888)882-6878.
2. Parties are responsible for reviewing and following the Case Management Order of the assigned judge. The orders are located at <https://www.slo.courts.ca.gov/os/tentativerulings.htm>
3. Each party must file and serve a Case Management Statement at least 15 days before the conference.
4. The person appearing at the first Case Management Conference must be familiar with the case and prepared to discuss suitability of the case for mediation, binding arbitration, judicial arbitration or some form of alternative dispute resolution.
5. Trial will be set within the 11th or 12th month after the filing of the Complaint. Counsel must arrange their schedules, reserve dates with witnesses and schedule trial preparation with this in mind. Continuances will be granted only on a clear showing of good cause.
6. All law and motion matters will be calendared in the department of the assigned judge and filed with the Clerk's office.
7. Each party should be prepared to show cause why sanctions should not be imposed for a failure to comply with these rules. **LIMITED JURISDICTION ONLY:** unless the parties have entered into arbitration as required by Local Rules 9.00 and 26.00.

**SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO**

Department 9

**STANDING CASE MANAGEMENT ORDER
FOR CASES ASSIGNED TO THE HON. TANA L. COATES**

INSTRUCTIONS TO PLAINTIFF(S)/CROSS-COMPLAINANT(S):

YOU must serve a copy of this Standing Case Management Order on all Defendants/Cross-Defendants at the same time the complaint/cross-complaint is served.

I. GENERAL MATTERS

A. It is the Court's policy to provide a dignified forum in which to resolve disputes in a peaceful, professional, legally correct and expeditious manner. All of the following rules are designed to achieve these goals. It is not the Court's intention to prohibit a party from raising any issue by any means allowed by any Rule of Court, Code or statute. If any of the rules or procedures discussed herein creates a problem, counsel should raise the matter with the Court at the earliest opportunity.

B. Electronic communication with the courtroom clerk is permissible for routine communications having to do with scheduling, stipulated continuances, and/or joint requests. Substantive arguments are not permitted unless approved by the Court. In any correspondence with the Clerk, opposing counsel should be copied in order to avoid ex-parte communications. The Clerk's email address is Melanie.miller@slo.courts.ca.gov.

C. Counsel shall turn off all audible telephones and pagers and instruct their clients and witnesses to do so. Communication devices worn on the head are not permitted in the courtroom.

II. CASE MANAGEMENT CONFERENCES ("CMC")

A. The Court expects that counsel will be prepared to discuss the current status of the case, discovery, amenability to mediation, and any unusual factual, legal or evidentiary issues that may need resolution. The parties must also advise the Court of complicated law and motion matters at CMCs. Counsel who fail to appear will typically be noticed for an OSC hearing regarding why sanctions should not issue. CMC statements are appreciated, but not required.

B. Early mediation is strongly encouraged. Good faith participation in mediation will ordinarily excuse participation in a Mandatory Settlement Conference. The Court will typically sign an order to mediate at an early CMC.

C. It is the Court's policy to resolve discovery disputes informally and efficiently. Accordingly, the Court has instituted special procedures for the resolution of discovery disputes through Pretrial Discovery Conferences, which can be scheduled on forms that are available from the clerk's office (see section IV.C, below). All parties must agree to such procedures as explained below.

III. MEDIATION

A. The parties are strongly encouraged to engage in early, meaningful mediation. Mediation will generally be ordered to take place within 90-120 days of the first appearances of all parties, but a longer time may be allowed.

B. Parties who agree to mediation should comply with the mediator's instructions regarding briefing and payment of fees.

C. A worthwhile mediation process means that parties, attorneys and any other person whose consent or authority is required to achieve a final disposition of the dispute shall be present, as well as a representative of any insurer who has authority to settle the case for any amount up to the limits of the policy.

D. All plaintiffs should file a one-page "Notice of Mediation" with the clerk's office notifying the Court of the date of the mediation and name of the mediator.

IV. LAW AND MOTION MATTERS

A. To the extent practicable, the Court will post tentative rulings on law and motion matters on the Court's website no later than the evening before the hearing. The Court's website is located at www.slocourts.net.

B. When parties agree to have a matter taken off calendar, or are prepared to submit a matter on a tentative ruling, counsel should promptly notify Judge Coates' Clerk and the Research Attorneys via e-mail. This is important to avoid unnecessary commitment of judicial resources to moot matters. Contact information for the research attorneys is: SloCourtAttorneys@slo.courts.ca.gov.

C. Resolution of Discovery Disputes

1. Should a discovery dispute arise, the parties may stipulate to an informal Pretrial Discovery Conference in lieu of filing and serving discovery motions, pursuant to Code of Civil Procedure sections 2016.010 through 2036.050.

a. All parties to the discovery dispute shall sign a written stipulation electing to resolve the specified discovery dispute between them through an informal Pretrial Discovery Conference. The parties must stipulate to waive their rights to proceed with a regularly-noticed motion and stipulate that the Court can issue binding discovery orders as necessary in a full and final resolution of any such discovery dispute.

b. Any request for a Pretrial Discovery Conference must be filed with the clerk's office on the approved form (which is available online or can be requested from the clerk), must include a brief summary of the dispute (limited to 5 pages), and must be served on opposing counsel in the same manner as the request is filed with the clerk.

c. No other pleadings or exhibits, declarations, or attachments, will be accepted.

d. The parties will be notified by minute order whether the request has been granted or denied and, if granted, the date and time of the Pretrial Discovery Conference.

e. Personal attendance at the Pretrial Discovery Conference is required unless a telephonic appearance has been preapproved in advance of the Conference.

f. Filing a request for a Pretrial Discovery Conference tolls the time for filing a motion on the disputed issues.

g. If there is no agreement to stipulate to a binding discovery order by the Court, the parties are encouraged to agree to an informal Pretrial Discovery Conference, pursuant to Code Civ. Proc. Section 2016.080 in lieu of filing and serving a discovery motion.

V. TRIAL READINESS PROCEDURES

A. Disagreements over jury instructions and the form of the verdict can consume valuable trial time and keep the jury waiting. At least one week prior to the readiness conference, counsel must meet and confer (preferably in person but in all other cases over the phone) with respect to jury instructions, a special verdict form, and time estimates for each witness.

1. Following the meet and confer process, the following documents should be emailed to the clerk no later than two days prior to the readiness conference:

a. One set of jury instructions, in Word format, using the headings, subheadings and organizational format on the Jury Instruction Template posted on the D9 Website. (Disagreements as to particular instructions can be highlighted by color coding or using different fonts);

b. One special verdict form, in Word format, using the correct caption and organizational format on the Jury Verdict Template posted on the D9 Website (Disagreements as to wording or other matters can be highlighted by color coding or using different fonts; and,

c. Time estimates for each witness, in Word format, showing the expected time for direct examination and cross examination template as per the Time Estimate Template posted on the D9 Website.

B. The readiness conference is typically scheduled several weeks prior to trial. Trial counsel must be *personally present* at the readiness conference and be prepared to discuss the following topics:

1. The length of trial (which will be calculated using time estimates for the expected witnesses), jury selection, disputed jury instructions, opening statements, and closing arguments. Time limits for all phases of the case are typically established and enforced.

2. Number, timing and availability of witnesses. Judge Coates expects that counsel will provide accurate time estimates for the direct examination of each witness, as well as cross-examination time for each opposing witness. A jury trial will usually be in session from Monday through Thursday from 1:30 to 4:30 p.m., and on Friday from 10:00 a.m. to 4:30 p.m. Trial days beginning at 11:00 a.m. are possible.

a. Counsel have responsibility for arranging the appearance of all witnesses during their presentation of the case so as to eliminate delays. Counsel should confer among themselves as to when witnesses will be needed at least 24-48 hours in advance of a witness' testimony.

b. Counsel are to inquire of their clients and witnesses to determine whether they are in need of any type of accommodation with an interpreter, under the Americans with Disabilities Act, or any other type of assistance.

3. Numbering and exchange of exhibits. The parties are encouraged to agree upon a reasonable exhibit numbering system using the format P001 forward (for plaintiff) and D001 forward (for defendant). There is an Exhibit Label Template on the Court's website. The specific arrangements for numbering, marking, exchanging and copying exhibits will be discussed in detail.

4. Voir dire procedures, including mini-opening statements and pre-instructions, and hardship and jury questionnaires. Counsel should attempt to agree upon a brief neutral statement of the case to be read to the prospective jury panel.

5. Stipulations to reduce the length of trial. Counsel should consult with each other regarding all possible stipulations and reduce them to writing. In particular, counsel should consider waiving the necessity for authentication/foundational evidence regarding all trial exhibits, unless authentication is an important issue.

6. Motions in limine. Prior to filing motions in limine, counsel should confer with the objective of reaching agreement on as many such motions as possible. Counsel should review *Kelly v. New West Federal Savings* (1996) 49 Cal.App.4th 659, 669-677, and its progeny. Counsel should advise their clients and witnesses about rulings on motions in limine that pertain to evidentiary issues. Counsel will be held responsible for any violations of rulings on motions in limine.

VI. TRIAL

A. The Court will typically hear organizational and scheduling matters, procedural issues and in limine motions at the beginning of trial, including any matters left over or continued from the Readiness Conference. These sessions are typically scheduled for 10:00 am on the first trial date.

1. Originals of all depositions to be used in the trial are to be lodged with the Clerk at the beginning of trial. At the end of the trial, these depositions can be picked up from the Clerk, or they can be returned by mail at the party's expense.

B. Jury Selection Procedures

1. Jury selection ordinarily begins at 1:30 p.m. the first day of trial. If a questionnaire is used, the Court will consider hardships on the first day of trial, jurors will adjourn to complete the questionnaires, and the attorneys will receive the random list. Voir dire will begin at 10:00 a.m. on day two.

2. Mini opening statements of no more than three minutes per side are encouraged prior to jury selection.

3. The entire panel is screened for hardship, eighteen names are drawn at random, and voir dire is conducted.

4. Challenges for cause are exercised and ruled upon out of the presence of the prospective jurors at sidebar. Upon request, counsel will be given the opportunity to make a record of any unreported sidebar conference once the jury is not present.

5. At least two alternate jurors are typically selected. If it becomes necessary to substitute an alternate juror, the first alternate chosen will be the first substitute.

6. Trial Procedures

a. No charts, diagrams or other exhibits should be shown or read aloud to the jury unless by stipulation or after admission of the item into evidence.

b. Counsel should provide hard copies of any power point presentations, audio or video recordings and the like to opposing counsel in advance of showing them to the jury.

c. Counsel seeking to introduce an audio recording (or audio portion of a video recording), please review California Rules of Court, rule 2.1040.

d. Any object that cannot be folded into 8½" x 11" such as models, blowups, etc. should be accompanied by either a photograph or a photocopy to be retained by the Court in lieu of the oversized exhibit.

e. When objections are made, counsel should state only the legal basis, without speaking objections.

f. Sidebar conferences are normally held off the record. Counsel may make a record of any unreported sidebar conference at an appropriate opportunity in the proceedings. During trial, if counsel wish to place matters on the record, he or she may so request and the Court will provide an opportunity to do so, ordinarily at the end of the trial day once the jury has been excused.

7. Post-Trial Procedures

a. After the verdict is rendered by the jury, the prevailing party shall prepare the judgment, which shall be submitted on the next Court day following trial unless otherwise ordered.

b. Counsel should make arrangements with the clerk to withdraw exhibits in cases that will not be appealed. The clerk will hold the exhibits for sixty days after the filing of the notice of entry of judgment. Any exhibits remaining after that time will be destroyed unless a notice of appeal is filed.

DATED: January 8, 2018

HON. TANA L. COATES
Judge of the Superior Court
County of San Luis Obispo

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

ANNA MARIE GABRIEL, KRISTA KOENIG, MOHAMMAD REZA SAADATMANDI and CAROLYN MARIE DOWNEY

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CENTRAL COAST CONSULTING, LLC., HSAG CONSULTING, INC., SLOIG, INC., CCCIG, III, INC., SLO INVESTMENT GROUP, III

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**ELECTRONICALLY FILED****3/6/2019 11:43 AM**SAN LUIS OBISPO SUPERIOR COURT
BY 
M. Zepeda, Deputy Clerk**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): 1035 PALM ST
SAN LUIS OBISPO CA 93408

CASE NUMBER:

(Número del Caso): 19CV-0126

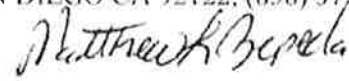
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

BRIAN D. ALEXANDER; 6165 GREENWICH DR., STE. 340, SAN DIEGO CA 92122. (858) 373-5555

DATE: 3/6/2019 11:43 AM
(Fecha)

/s/Michael Powell

Clerk, by
(Secretario)Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

ELECTRONICALLY FILED

3/6/2019 11:43 AM

BRIAN D. ALEXANDER (SBN 223473)
ANDREI V. DUMITRESCU (SBN 320456)
6165 Greenwich Drive, Suite 340
San Diego, CA 92122
Phone: (858) 373-5555
Facsimile: (858) 373-5576

SAN LUIS OBISPO SUPERIOR COURT
BY M. Zapada
M. Zapada, Deputy Clerk

Attorneys for Plaintiffs,
CENTRAL COAST CONSULTING, LLC.,
HSAKG CONSULTING, INC.,
SLOIG, INC., CCCIG III, INC; and
SLO INVESTMENT GROUP III, INC.

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

CENTRAL COAST CONSULTING, LLC.,
HSAKG CONSULTING, INC.,
SLOIG, INC., CCCIG III, INC; and
SLO INVESTMENT GROUP III, INC;

Plaintiffs,

v.

ANNA MARIE GABRIEL, an individual,
KRISTA KOENIG, an individual,
MOHAMMAD REZA SAADATMANDI
an individual, A.G. HARVEST, INC. a
California Corporation, CAROLYN MARIE
DOWNEY, an individual, and DOES 1-100;

Defendant.

Case No.: 19CV-0126

UNLIMITED CIVIL CASE

VERIFIED COMPLAINT FOR:

- 1) BREACH OF CONTRACT
- 2) BREACH OF FIDUCIARY DUTY
- 3) CONVERSION OF CHATTEL
- 4) FRAUD IN THE INDUCEMENT
- 5) UNFAIR BUSINESS PRACTICES
PURSUANT TO BUSINESS AND
PROFESSIONS CODE §§ 17200, et
seq
- 6) BREACH OF IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING
- 7) DECLARATORY RELIEF
- 8) TORTIOUS INTERFEARENCE
WITH BUSINESS CONTRACT
- 9) COMMON COUNTS

Date:
Time:
Judge:
Dept:

COMES NOW Plaintiffs CENTRAL COAST CONSULTING, LLC, HSAKG CONSULTING,
INC., SLOIG, INC., CCCIG, INC. and SLO INVESTMENT GROUP III, INC. t(collectively
referred to as Plaintiff through their counsel, and hereby complain against Defendants ANNA

1 MARIE GABRIEL, KRISTA KOENIG, MOHAMMAD REZA SAADATMANDI, A.G.
2 HARVEST, INC. a California Corporation and CAROLINE MARIE DOWNEY collectively
3 referred to as "Defendants" and allege as follows:

4 **THE PARTIES**

5 1. Plaintiff CENTRAL COAST CONSULTING, LLC is a California limited
6 Liability company based in San Diego County, California (hereinafter "CCC, LLC").

7 2. Plaintiff HSAKG CONSULTING, INC. is a California corporation based in San
8 Diego County, California (hereinafter "HSAKG").

9 3. Plaintiff SLOIG, INC. is a California corporation based in San Diego County,
10 California (hereinafter SLOIG").

11 4. Plaintiff CCCIG III, INC. is a California corporation based in San Diego County,
12 California (hereinafter "CCCIG").

13 5. Plaintiff SLO INVESTMENT GROUP III, INC. is a California corporation based
14 in San Diego County, California (hereinafter "SLO III").

15 6. Defendant ANNA MARIE GABRIEL is an individual, and at all times herein
16 mentioned a resident of and doing business in San Luis Obispo County, California (hereinafter
17 "GABRIEL").

18 7. Defendant KRISTA KOENIG is an individual, and at all times herein mentioned
19 a resident of and doing business in San Luis Obispo County, California (hereinafter "KOENIG").

20 8. Defendant MOHAMMAD REZA SAADATMANDI is an individual, and at all
21 times herein mentioned a resident of and doing business in San Luis Obispo County, California
22 (hereinafter "SAADATMANDI").

23 9. Defendant A.G. HARVEST, INC., is a California corporation doing business in
24 San Luis Obispo County, California (hereinafter "HARVEST").

25 10. Defendant CAROLINE MARIE DOWNEY doing business in San Luis Obispo
26 County, California (hereinafter "DOWNEY").

27
28 **VENUE AND JURISDICTION**

1 11. Jurisdiction and venue in this Court are proper pursuant to § 428.10 of the
2 California Code of Civil Procedure.

3 **GENERAL ALLEGATIONS**

4 12. On or about April 14, 2017 principals of HSAKG, met with GABRIEL and her
5 then current tenants at the real property commonly known as 6135 Huasna Townsite Road,
6 Arroyo Grande, California to discuss the feasibility of a fully licenses cannabis cultivation
7 facility at GABRIELS' ranch.

8 13. These discussions included but were not limited to developing a proposed budget
9 for the estimated costs of grading a portion of the ranch, which is situated on a steep hillside
10 consisting of ten acres land upon which there are two residential dwellings, a barn as well as
11 various storage structures, so that said land would be suitable for agricultural cultivation,
12 installation of a water well, improving utility lines, grading portions of the land for road access to
13 various portions of the parcel, installation of a protective fence and electronic gate, as well as the
14 initial day to day operations which was initially projected to be \$400,000.

15 14. After conducting some additional due diligence and consulting with attorneys
16 licensed to practice law in California with a background in cannabis law as to a prospective
17 organizational structure, a proposal was made in which GABRIEL would rent the real property
18 to Plaintiff's in exchange for \$2,000 monthly rent and 10% of the gross revenue, less any sales
19 and excise taxes from the lawful distribution of the finished cannabis product. GABRIEL also
20 agreed to supervise the activities at the ranch and report to HSAKG. HSAKG would be
21 responsible for raising the funds needed to cover these projected costs for the necessary
22 improvements as well as the projected operational costs needed to take the finished product to
23 market. After the 10% commission to GABRIEL the remaining balance was to be divided
24 between the project managers, HSAKG and SLOIG, an entity to be created for the purposes of
25 raising said funds.

26 15. On or about June 28, 2017, HSAKG and SLOIG met with GABRIEL and her
27 former tenants who would serve as project managers to memorialize the joint venture agreement
28 as well as execute a lease agreement for the subject real property.

1 16. In reliance on the terms of the joint venture agreement and representations by
2 GABRIEL, HSAKG did successfully raise the \$400,000 capital through SLOIG and said funds
3 were invested in the joint venture of which approximately \$350,000 were dedicated to improving
4 the real property and its infrastructure.

5 17. As the joint venture moved forward it became clear that the projected budget was
6 underestimated and in order to keep operations moving forward HSAKG contributed an
7 additional \$205,000 out of their own funds to cover the operating costs until the finished product
8 could be sold. HSAKG also agreed that it would forgo its initial distribution of profits and use
9 their share of the 2017 profits for the 2018 grow.

10 18. On or about January 15, 2018, it was discovered that the former tenants/project
11 managers had absconded with approximately \$250,000 of inventory, and they effectively
12 abandoned the venture.

13 19. In an attempt to salvage the joint venture in late January of 2018 GABRIEL
14 introduced HSAKG and SLOIG to her neighbor KOENIG who had experience in overseeing
15 projects of this size and scope.

16 20. KOENIG, GABRIEL and HSAKG thereupon conducted numerous meetings and
17 conference calls regarding a new revamped 2018 project.

18 21. In March of 2018 at the cost and efforts of HSAKG, the former project managers
19 were finally removed from the property to the relief and gratitude of GABRIEL, allowing the
20 new team to move forward without the distraction and interference of the former project
21 managers.

22 22. In April of 2018 GABRIEL introduced to HSAKG a new head grower by the
23 name of Bryan Kraft and he was to be brought into the new joint venture agreement. However
24 for reasons unknown at the time, in May of 2018 he was terminated. KOENIG and GABRIEL
25 represented that they had developed their own solid plan to oversee and take to market the 2018
26 operations and that his services were not needed. It was later discovered that he became aware of
27 KOENIG's plans to use the additional capital raised for cover the costs of her private operations
28

1 with SAADATMANDI and when he attempted to implement a system to segregate the two
2 operations he was summarily terminated.

3 23. GABRIEL, KOENIG, HSAKG and SLOIG met in June of 2018 and reorganized
4 the venture by putting together a more refined budget that required a capital raise of another
5 \$200,000 to cover all operating costs from planting to having a final finished product ready for
6 sale.

7 24. In reliance on these representations a new joint venture agreement was reached in
8 which HSAKG, SLOIG became members in a California Limited Liability Company known as
9 Central Coast Consulting, LLC along with SLO Investment Group III, Inc., which was a spin off
10 from HSAKG to segregate the capital contributed by some of the HSAKG principals in 2017
11 from their sweat equity in the venture of HSAKG as well as CCCIG III, Inc. which was the
12 corporation established to raise the additional \$200,000 of capital for the 2018 operations
13 including the costs of the necessary permitting and licensing to conduct a lawful commercial
14 cannabis operation.

15 25. The parties agreed that CCC would enter into a new lease agreement with
16 GABRIEL to pay rent in the amount of \$4,000.00. Further Gabriel was to receive 15% of the
17 gross profits from the sale of the finished product net of all applicable sales and excise taxes.
18 This was in exchange for Gabriel allowing CCC to use the land for the new joint venture as well
19 as provide some day to day operational service.

20 26. KOENIG was also brought into the joint venture agreement and she would
21 receive as compensation for serves as project manager 10% of the gross sales proceeds.

22 27. In June of 2018 however due to cash flow difficulties being experienced by
23 KOENIG the agreement was modified to provide her with a draw against her 10% commission
24 in the amount of \$4,000 per month with said draw to later be reconciled against the commission
25 from the sale of the finished product.

26 28. In July of 2018 the necessary use permits were applied for and approved however
27 rather than have the licenses in the name of the joint venture they were applied for and approved
28 in the name of GABRIEL under the guise that she has the land own had to hold the license.

1 Having no reason at the time to doubt GABRIEL and KOENIG, Plaintiff's acquired and
2 continued to perform their duties under the joint venture.

3 29. In August of 2018 SAADATMANDI was introduced to the various parties to the
4 venture. He was an investor in KOENIG'S side operations who had been advising her as to how
5 to operate a lawful growing operation. SAADATMANDI represented that he had years of
6 experience in this industry and a network to facilitate the lawful distribution of the finished
7 product. SAADATMANDI made a proposal that would have required 55% of the gross sales
8 proceeds to be paid to him and he took steps to convince GABRIEL that the laws required
9 growers to have an exclusive distribution agreement. This was later confirmed as false and
10 SAADATMANDI's distribution offer was rejected by Plaintiffs; however negotiations with
11 SAADATMANDI continued to attempt to foster a mutually agreeable working relationship
12 albeit under more equitable terms.

13 30. During this time, based on information and believe, SAADATMANDI continued
14 to influence GABRIEL to agree to the terms of his initial proposal.

15 31. Despite these continued distractions the venture continued on track and on budget
16 until fall of 2018 when it came time to harvest and trim the cannabis plants so that it could then
17 be prepared for sale to licensed brokers.

18 32. As funds became depleted it became evident that CCC was paying the fees for
19 services not only for their farm but that of KOENIG and SAADATMANDI.

20 33. GABRIEL and KOENIG became increasingly evasive when questioned about the
21 budget, the status of the finished product, obtaining test results from the 2018 grow and
22 ultimately designing a plan for the lawful distribution of the product.

23 34. A meeting with the parties was held in November of 2018 and it was decided that
24 a portion of the finished product that was ready to go to market could be sold and the proceeds
25 used to pay the additional cost for the services to finish the remaining harvest.

26 35. Based on information and believe approximately 100 pounds of finished product
27 was in fact sold at \$700 per pound however the proceeds were retained by defendants in breach
28 of the joint venture agreement.

1 36. During the months of November 2018 to January 2019 Plaintiffs reached out to
2 various licensed brokers to facilitate the sale of the finished product, and did in fact find one
3 ready and willing to purchase the entire harvest in late January 2019.

4 37. When this was presented to GABRIEL and KOENIG they refused to cooperate
5 and ultimately it was revealed that they never had any plans to honor their obligations under the
6 joint venture agreement. They represented that they had formed a new corporation AG Harvest,
7 Inc. and that it was taking possession of the inventory and would retain sole and exclusive rights
8 over all inventory and the sales proceeds therefrom. They then terminated the joint venture
9 without any lawful or equitable basis solely so as not to have to share in the profits from the sale
10 of the inventory.

11 38. GABRIEL also terminated the lease without justification or provocation and is in
12 possession of personal property owned the Plaintiffs despite Plaintiffs being current on their
13 monthly obligations.

14 39. However GABRIEL represented that she would present a written proposal to buy
15 out Plaintiffs interest in the venture and that it would be delivered no later than January 25, 2019.
16 As of the filing of this suit no such offer or any further communications have been presented to
17 Plaintiffs.

18 CAUSES OF ACTION

19 **FIRST CAUSE OF ACTION**

20 **(Breach of Contract against GABRIEL, KOENIG and HARVEST as successor in interest)**

21 40. Plaintiff re-alleges and incorporates by reference the allegations set forth in
22 paragraphs 1-40, inclusive.

23 41. Plaintiff performed all duties and obligations required of them pursuant to this
24 agreement.

25 42. Despite Plaintiffs performance Defendants refuse to honor the agreements
26 regarding the distribution of profits.
27
28

1 43. Plaintiff is informed and believes, and on that basis alleges, that Defendants have
2 breached this agreement by their misappropriation of profits.

3 44. Defendants' breach of contract not only cost Plaintiff's profits, as well as out of
4 pocket expenses, but also damaged its professional reputation in the industry.

5 **SECOND CAUSE OF ACTION**

6 **(Breach of Fiduciary Duty against GABRIEL and KOENIG)**

7 45. Plaintiff re-alleges and incorporates by reference the allegations set forth in
8 paragraphs 1-45, inclusive.

9 46. The Defendant GABRIEL helped start the initial joint venture and Defendants
10 GABRIEL and KOENIG were instrumental in bringing together the second joint venture and are
11 thus considered cofounders of the venture.

12 47. Defendants' position in the partnership creates a fiduciary relationship between
13 them and the venture.

14 48. Defendants' misappropriation of funds and inventory as well as the unilateral
15 termination of the joint venture was a breach of their fiduciary duty to Plaintiffs and their
16 shareholders.

17 49. The Defendants acted inequitably by retaining profits from the Plaintiffs for
18 personal enrichment therefore causing damage to Plaintiffs.

19 **THIRD CAUSE OF ACTION**

20 **(Conversion of Chattel as to all Defendants)**

21 50. Plaintiff re-alleges and incorporates by reference the allegations set forth in
22 paragraphs 1-50, inclusive.

23 51. Under the Defendants' watch, \$2,000,000 worth of inventory belonging to
24 Plaintiffs disappeared.

25 52. As such, Defendants' actions damaged Plaintiff's in their being unable to lawfully
26 sell the finished product in that Defendants refuse to turn over possession of the same.

27 **FOURTH CAUSE OF ACTION**

(Fraud in the Inducement against GABRIEL, KOENIG and HARVEST as successor in interest)

53. Plaintiff re-alleges and incorporates by reference the allegations set forth in paragraphs 1-53, inclusive.

54. Defendants made a representation to the Plaintiff that they would keep track of the inventory, deliver the goods, and accept as well as report payment in the day-to-day running of the venture.

55. With the willful refusal to cooperate in the sale of the finished product Plaintiff believes and alleges that when the Defendants made representations to the Plaintiff regarding the need for additional funds to finish trimming, curing and ultimately preparing the harvest for sale, they knew them to be false, and that Defendants made such misrepresentations to Plaintiff with the intent to deceive and defraud.

56. Defendants intended to induce Plaintiff to rely on their misrepresentations and intentional concealment of side dealings with SAADATMANDI as evinced by the fact that Defendants had received a valid offer from a broker procured by Plaintiffs and had misappropriated the inventory for personal gain. Defendants had reason to expect that Plaintiff would rely on the misrepresentations that it made to it because of the continuous business relationship between Plaintiff and Defendants.

57. Plaintiff reasonably relied on Defendants' representations made during the course of their business relationship.

58. Plaintiff was justified in relying upon Defendants' misrepresentations and concealment of profits because of the contractual relationship between Plaintiff and Defendants.

59. As a result of Plaintiff's reliance upon the truth of the representations referenced herein, Plaintiff has been damaged in, at least, the amount of \$3,000,000 from lost profits and out of pocket expenses.

60. The actions of the Defendants, as alleged herein, were done with such malice and oppression that Plaintiff is entitled to an award of punitive damages in an amount according to proof for sake of example, by way of punishment, and to deter such conduct in the future.

1 **FIFTH CAUSE OF ACTION**

2 **(Unfair Business Practices Pursuant to Business & Professions Code §§ 17200, et seq.**
3 **against all Defendants)**

4 61. Plaintiff re-alleges and incorporates by reference the allegations set forth in
5 paragraphs 1-61, inclusive.

6 62. California Business & Professions Code Section 17200, et seq., prohibits acts of
7 unfair competition, which means and includes any "fraudulent business act or practice..." and
8 conduct which is "likely to deceive" and is "fraudulent" within the meaning of Section
9 17200.120. As more fully described above, Defendants' acts and practices are likely to deceive,
10 constituting a fraudulent business act or practice.

11 63. Specifically, as fully set forth above, Defendants intentionally failed to report
12 profits from meeting with broker and attempted to unjustly enrich themselves with the
13 misappropriated profits.

14 64. Plaintiff alleges that by engaging in the above described acts and/or practices as
15 alleged herein, Defendants have violated several California laws, Court Rules and regulations,
16 and said predicate acts are therefore per se violations of California Business and Professions
17 Code Section 17200, et seq.

18 65. Plaintiff alleges that Defendants' misconduct, as alleged herein, gave, and has
19 given the Defendants an unfair competitive advantage over their competitors. The scheme
20 implemented by the Defendants is designed to defraud the Plaintiff and enrich the Defendants.

21 66. The foregoing acts and practices have caused substantial harm to the Plaintiff.

22 67. Plaintiff alleges that as a direct and proximate result of the aforementioned acts,
23 Defendants have prospered and benefitted from Plaintiff.

24 68. By reason of the foregoing, Defendants, have been unjustly enriched and should
25 be required to disgorge their illicit profits and/or make restitution to Plaintiff who has been
26 harmed, and be enjoined from continuing in such practices pursuant to California Business &
27 Professions Code Sections 17203 and 17204. Moreover, as a result of the aforementioned acts
28

1 and conduct, Plaintiff has lost money and property and suffered injury in fact, and has fallen
2 victim to Defendants' schemes which are injurious.

3 69. The harm to the Plaintiff outweighs the utility of Defendants' policy and
4 practices. Consequently, their policy and practices constitute an unlawful business act or
5 practice within the meaning of Business and Professions Code §17200.

6 70. Defendants' practices described above are likely to mislead the courts of
7 competent jurisdiction and the general public, and therefore, constitute a fraudulent business act
8 of practice within the meaning of Business and Professions Code §17200. The Defendants'
9 unfair, unlawful, and fraudulent business practices present a continuing threat to the Plaintiff, to
10 courts, and to members of public in that others may be defrauded. Plaintiff and other members
11 of the business community have no other adequate remedy of law.

12 71. Plaintiff is therefore entitled to injunctive relief and attorneys' fees as available
13 under California Business and Professions Code Sec. 17200 and related sections. These acts and
14 practices, as described in the previous paragraphs, are unfair and violate Business and
15 Professions Code §17200 because their policies and practices described above violate all the
16 statutes previously listed as well as California Civil Code §1709, and consequently, constitute an
17 unlawful business act of practice within the meaning of Business and Professions Code §17200.

18 SIXTH CAUSE OF ACTION

19 (Breach of Implied Covenant of Good Faith and Fair Dealing against all Defendants)

20 72. Plaintiff re-alleges and incorporates by reference the allegations set forth in
21 paragraphs 1-72, inclusive.

22 73. As set forth above, in 2017, Plaintiff and Defendants entered into a contractual
23 agreement detailing Defendants' obligations to Plaintiff.

24 74. Plaintiff performed all obligations and duties required on its part to be performed
25 in accordance with the terms and conditions of that agreement, except to the extent that such
26 obligations have been excused or Defendants prevented Plaintiff from performing them, and all
27 conditions precedent to Plaintiff's obligations under the agreement have been satisfied or
28 waived.

75. Defendants' breached the implied covenant of good faith and fair dealing in the agreement by its actions described above, among other things, by concealing and misrepresenting their actions and misappropriating profits.

76. As a proximate result of Defendants' conduct, Plaintiff has been deprived of the benefit they expected under the Agreement. By reason of the Defendants' breach of the implied covenant of good faith and fair dealing, Plaintiff is entitled to recover its damages caused by Defendants' breach thereof in an amount to be shown at trial, plus attorneys' fees, interests, and costs.

77. Plaintiffs are informed and believes and, on that basis, alleges that Defendants' conduct as described above was undertaken without justification and with the deliberate intent to cause injury to Plaintiff and with a conscious disregard of Plaintiff's rights, and have subjected Plaintiff to unjust hardship. Plaintiff is therefore entitled to recover exemplary and punitive damages in addition to its actual damages in an amount to be proved at trial.

SEVENTH CAUSE OF ACTION

(Declaratory Relief against all Defendants)

78. Plaintiffs re-alleges and incorporates by reference the allegations set forth in paragraphs 1-78, inclusive.

79. An actual controversy has arisen and now exists between the parties to this action based upon their respective contentions as hereinafter alleged.

80. Plaintiff contends that Defendants' were contractually obligated to Plaintiff.

81. Plaintiff requests the Court to declare that Defendants' failed to honor the agreement.

82. Such declaration is necessary and appropriate at this time to determine the rights, duties, and obligations of the parties to one another.

EIGHTH CAUSE OF ACTION

(Tortious Interference with Business Contract against KOENIG and SAADATMANDI)

83. Plaintiff re-alleges and incorporates by reference the allegations set forth in paragraphs 1-83, inclusive.

1 84. An Actual agreement existed between GABRIEL and Plaintiffs.

2 85. Defendants KOENIG and SAADATAMANDI had actual knowledge of this
3 agreement.

4 86. Defendants actions to dissuade and interfere with the respective parties under the
5 contract including but not limited to false and misleading statements did induce GABRIEL
6 to breach the joint venture agreement.

7 87. As set forth herein GABRIEL did in fact breach the joint venture agreement when
8 she refused to honor her obligations therein resulting in out of pocket damages, future
9 profits and the costs of enforcing the terms of the joint venture agreement.

10 **NINETH CAUSE OF ACTION**

11 **(Common Counts against GABRIEL and DOWNEY)**

12 88. Plaintiff re-alleges and incorporates by reference the allegations set forth in
13 paragraphs 1-88, inclusive.

14 89. Defendant GABRIEL and DOWNEY have been unjustly enriched by the
15 improvements to her real property, have an established infrastructure for future operations at no
16 cost to her and effectively keeping all of the profits from the sale of the product that could not
17 have been procured but for the capital infusion provided by Plaintiffs.

18 90. Accordingly, Plaintiff is entitled to damages.

19
20 **WHEREFORE**, Plaintiffs pray for judgment against Defendants as follows:

21 1. For Compensatory damages in an amount to be proven at trial;

22 2. For general and special damages according to proof at the time of trial and as
23 provided by law;

24 3. For Punitive and Exemplary Damages in an amount appropriate to punish
25 Defendants and deter them and others from engaging in similar misconduct;

26 4. For damages for breach of contract in amount to be determined at time of trial, but
27 no less than \$3,000,000.00;

28 5. For reliance damages in an amount to be determined at trial;

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- 6. For interest at the maximum rate allowed by law;
- 7. For attorneys' fees and costs incurred and expended to date, according to proof, to the extent allowed by applicable law and per contract; and
- 8. For Costs of suit and any and all such other relief as the Court deems just and proper.

Date: MARCH 1, 2019



Brian D. Alexander
Attorney for Plaintiffs,
CENTRAL COAST CONSULTING, LLC,
HSAKG CONSULTING, INC.,
SLOIG, INC.,
CCCIG, INC. and
SLO INVESTMENT GROUP III, INC

EXHIBIT “3”

Route #

Advanced Attorney Services, Inc.

Order #: P678975P2AT

3500 Fifth Ave., Suite 202

San Diego, CA 92103

Phone: (619) 299-2012 Fax: (619) 299-5058

Date Received: **August 26, 2019**

Client No: **8583735555**

Client: **ALEXANDER & ASSOCIATES, APC**

6165 GREENWICH DRIVE, SUITE 340

(858) 373-5555 Fax

SAN DIEGO, CA 92122

Their File No:

Attorney: **BRIAN D. ALEXANDER, ESQ.**

Bar No: **223473**

Contact: **HILARY PRATT**

****Process Status Report****

Case No: **19CV-0126**

Court: **SAN LUIS OBISPO COUNTY SUPERIOR COURT**

Plaintiff: **CENTRAL COAST CONSULTING, ET AL**

vs Defendant: **GABRIEL, ET AL**

Depo/Hearing Date:

Due Date:

Servee: **MOHAMMAD REZA SAADATMANDI, AN INDIVIDUAL**

Server:

Business Address:

Home Address:

13489 GLADSTONE AVE

SYLMAR, CA 91342

Documents:

Summons; Complaint; NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE; STANDING CASE MANAGEMENT ORDER FOR CASES ASSIGNED TO THE HON. TANA L. COATES

List of Diligence:

08/30/2019 -- 11:00 am

GIVEN ADDRESS IS A GATED RESIDENCE, UNABLE TO GAIN ACCESS TO THE FRONT DOOR

09/03/2019 -- 06:02 pm

UNABLE TO GAIN ACCESS TO THE FRONT DOOR, NO NAMES LISTED ON THE MAILBOX

09/06/2019 -- 07:17 am

UNABLE TO GAIN ACCESS TO THE FRONT DOOR. BLUE MERCEDES PARKED IN THE DRIVEWAY

09/09/2019 -- 07:06 pm

UNABLE TO GAIN ACCESS TO THE FRONT DOOR

EXHIBIT "4"



6165 Greenwich Drive, Suite 340
San Diego, CA 92122-5912

A.G. Harvest, Inc.
22201 Ventura Blvd, Suite 205
Woodland Hills, CA 91364

Address Service Requested



6165 Greenwich Drive, Suite 340
San Diego, CA 92122-5912

Address Service Requested



Carolyn Marie Downey
411 Park Ave, Apt 206
San Jose, CA 95110



6165 Greenwich Drive, Suite 340
San Diego, CA 92122-5912

Anna Marie Gabriel
6131 Huasna Townsite Rd
Arroyo Grande, CA 93420



Address Service Requested



6165 Greenwich Drive, Suite 340
San Diego, CA 92122-5912

Krista Koenig
3913 Huasna Rd
Arroyo Grande, CA 93420



Address Service Requested

**ALEXANDER
&
ASSOCIATES**
a professional corporation

6165 Greenwich Drive, Suite 340
San Diego, CA 92122-5912



Address Service Requested

Mohammad Reza Saadatmandi
13489 Gladstone Ave
Sylmar, CA 91342

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Andrei V. Dumitrescu FIRM NAME: Alexander & Associates, APC STREET ADDRESS: 6165 Greenwich Drive, Ste. 340 CITY: San Diego STATE: CA ZIP CODE: 92122 TELEPHONE NO.: 858-373-5555 FAX NO.: E-MAIL ADDRESS: andrei@alexanderandassociates.law ATTORNEY FOR (name): Central Coast Consulting, LLC	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Luis Obispo STREET ADDRESS: 1035 Palm Street, Room 385 MAILING ADDRESS: 1035 Palm Street, Room 385 CITY AND ZIP CODE: San Luis Obispo 93408 BRANCH NAME: Civil Court Operations	
Plaintiff/Petitioner: Central Coast Consulting, LLC, et al. Defendant/Respondent: Anna Marie Gabriel, et al.	
REQUEST FOR <input type="checkbox"/> Entry of Default <input type="checkbox"/> Clerk's Judgment (Application) <input checked="" type="checkbox"/> Court Judgment	
CASE NUMBER: 19CV-0126	
Not for use in actions under the Fair Debt Buying Practices Act (Civ. Code, § 1788.50 et seq.) (see CIV-105)	

1. TO THE CLERK: On the complaint or cross-complaint filed

- a. on (date): 3/6/2019
 b. by (name): Central Coast Consulting, LLC, et al.
 c. ☐ Enter default of defendant (names):

- d. ☒ I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names):
 Continued on Attachment 1
 (Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)

- e. ☐ Enter clerk's judgment
 (1) ☐ for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)
☐ Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The Prejudgment Claim of Right to Possession was served in compliance with Code of Civil Procedure section 415.46.
 (2) ☐ under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)
 (3) ☒ for default previously entered on (date): Continued on Attachment 1

2. Judgment to be entered.	Amount	Credits acknowledged	Balance
a. Demand of complaint	\$ 8,952,294.00	\$	\$ 8,952,294.00
b. Statement of damages*			
(1) Special	\$	\$	\$
(2) General	\$	\$	\$
c. Interest	\$ 1,417,650.95	\$ 1,417,650.95	\$ 1,417,650.95
d. Costs (see reverse)	\$ 1,676.70	\$	\$ 1,676.70
e. Attorney fees	\$	\$	\$
f. TOTALS	\$ 10,371,621.65	\$	\$ 10,371,621.65

g. Daily damages were demanded in complaint at the rate of: \$ per day beginning (date):

(* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)

3. ☐ (Check if filed in an unlawful detainer case.) Legal document assistant or unlawful detainer assistant information is on the reverse (complete item 4).

Date: 08/25/2020

Andrei V. Dumitrescu
 (TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

**FOR COURT
USE ONLY**

- (1) ☐ Default entered as requested on (date):
 (2) ☐ Default NOT entered as requested (state reason):

Clerk, by _____, Deputy

Page 1 of 2

Plaintiff/Petitioner:	Central Coast Consulting, LLC, et al.	CASE NUMBER:	19CV-0126
Defendant/Respondent:	Anna Marie Gabriel, et al.		

4. **Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.).** A legal document assistant or unlawful detainer assistant ☐ did ☐ did not or compensation give advice or assistance with this form. If declarant has received any help or advice for pay from a legal document assistant or unlawful detainer assistant, state:
- Assistant's name:
 - Street address, city, and zip code:
 - Telephone no.:
 - County of registration:
 - Registration no.:
 - Expires on (date):
5. ☒ **Declaration under Code Civ. Proc., § 585.5 (for entry of default under Code Civ. Proc., § 585(a)).** This action
- ☐ is ☒ is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).
 - ☐ is ☒ is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).
 - ☐ is ☒ is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).
6. **Declaration of mailing (Code Civ. Proc., § 587).** A copy of this *Request for Entry of Default* was
- ☐ not mailed to the following defendants, whose addresses are unknown to plaintiff or plaintiff's attorney (names):
 - ☒ mailed first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:
 - Mailed on (date): 08/25/2020
 - To (specify names and addresses shown on the envelopes):
All Defendants (continued on Attachment 6)

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.

Date: 08/25/2020

Andrei V. Dumitrescu

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

7. **Memorandum of costs (required if money judgment requested).** Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):
- Clerk's filing fees \$ 719.55
 - Process server's fees \$ 957.15
 - Other (specify):
 - \$
 - TOTAL** \$ 1,676.70
 - ☐ Costs and disbursements are waived.
 - I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

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

Date: 08/25/2020

Andrei V. Dumitrescu

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

8. **Declaration of nonmilitary status (required for a judgment).** No defendant named in item 1c of the application is in the military service as that term is defined by either the Servicemembers Civil Relief Act, 50 U.S.C. App. § 3911(2), or California Military and Veterans Code sections 400 and 402(f).

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

Date: 08/25/2020

Andrei V. Dumitrescu

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

SHORT TITLE: Central Coast Consulting, LLC et al. v. Gabriel et al.	CASE NUMBER: 19CV-0126
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ATTACHMENT (Number): 1*(This Attachment may be used with any Judicial Council form.)*

Attachment to CIV-100 Request for Court Judgment

1d. I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc. against defendants:

ANNA MARIE GABRIEL, an individual; [default entered 3/2/2020]

KRISTA KOENIG, an individual; [default entered 3/2/2020]

MOHAMMAD REZA SAADATMANDI, an individual; [default entered 11/25/2019]

A.G. HARVEST, INC., a California Corporation; [default entered 6/3/2019]

CAROLYN MARIE DOWNEY, an individual [default entered 6/3/2019]

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1*(Add pages as required)*

SHORT TITLE: Central Coast Consulting, LLC et al. v. Gabriel et al.	CASE NUMBER: 19CV-0126
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ATTACHMENT (Number): 6*(This Attachment may be used with any Judicial Council form.)*

Attachment 2 to CIV-100 Request for Court Judgment

6. Declaration of Mailing

A copy of the Request for Entry of Default Court Judgment was mailed first-class, postage prepaid in a sealed envelope to each of the defendant's last known addresses as follows:

Mohammad Reza Saadatmandi
13489 Gladstone Ave.
Sylmar, CA 91342

Carolyn Marie Downey
411 Park Ave., Apt 206
San Jose, CA 95110

A.G. Harvest, Inc.
22201 Ventura Blvd., Suite 205
Woodland Hills, CA 91364

Krista Koenig
3913 Huasna Rd.
Arroyo Grande, CA 93420

Anna Marie Gabriel
6131 Huasna Townsite Rd.
Arroyo Grande, CA 93420

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1*(Add pages as required)*

PROOF OF SERVICE BY MAIL
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Hillary Pratt, state that I am employed in the aforesaid county, state of California. I am over the age of eighteen years and not a party to the within action; my business address is 6165 Greenwich Drive, Suite 340, San Diego, CA 92122.

On May 11, 2021, I served the following documents:

(1) Opposition to Motion for Relief from Default and Default Judgement

on the interested parties by placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Diego, California, and/or by following one of the methods of service as follows:

SHAPERO & SHAPERO
A Partnership of Professional Corporation
Steven J. Shapero
5950 Canoga Ave., Ste. 235
Woodland Hills CA 91367

CARMEL & NACCASHA
Michael M. McMahon
1908 Spring Street
Paso Robles CA 93446

 X BY United States Mail: Certified Mail, Return Receipt Requested. I am readily familiar with this firm's practice of collection and processing of correspondences for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to C.C.P.1013(a).

 BY FAX: In addition to service by mail as set forth above, a copy of said document(s) were also delivered by facsimile transmission to the addressee pursuant to C.C.P. 1013(e).

 X BY EMAIL. E-mail in this action was completed on all parties listed on the service list.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Executed on May 11, 2021 at San Diego, California.



Hillary Pratt