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July 30, 2026

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND EMAIL

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Email: info@cannabis.ca.gov

California Department of Cannabis Control
Attn: Clint Kellum, Director
P.O. Box 419106
Rancho Cordova, CA 95741-9106

Re: Demand that the Department enforce its mandatory ownership-disclosure requirements, and complaint of concealed (“strawman”) ownership behind licensed / applied-for commercial-cannabis operations — including the cannabis licensing at 8863 Balboa Avenue and Petitioner’s own City of San Diego Application No. 520606

Dear Director Kellum:

I am the record owner of the real property at 6176 Federal Boulevard, San Diego, California, a parcel located in a zone that permits a limited number of retail cannabis outlets and for which a conditional use permit for cannabis retail was applied for (City of San Diego Application No. 520606). I write both as a beneficially interested party who was displaced from that licensing opportunity by concealed ownership and, because the integrity of the State’s cannabis-licensing system is a matter of public and not merely private concern, to formally present the Department with the matter below and demand that it perform its statutory duty.

California law makes complete owner disclosure a condition of commercial-cannabis licensure. Every applicant must identify its owners, and “owner” reaches any person holding an aggregate ownership interest of 20 percent or more, and any person who directs, manages, or controls the licensee. (Bus. & Prof. Code, § 26001, subd. (av)(1), (4); id., § 26051.5; Cal. Code Regs., tit. 4, §§ 15003–15004.) Denial of a non-qualifying application is not discretionary: “The department shall deny an application if either the applicant, or the premises for which a state license is applied, do not qualify for licensure under this division.” (Bus. & Prof. Code, § 26057, subd. (a).) An applicant that conceals a true owner behind a nominal (“strawman”) owner does not “qualify,” and the Department has a mandatory, ministerial duty to require the missing disclosure and to refuse to treat such an application or license as qualified.

That concealed-ownership problem is not hypothetical; it is documented in the public court record. In *Razuki v. Malan* (San Diego Super. Ct. No. 37-2018-00034229), an undisclosed

principal claimed a controlling interest “regardless of the paperwork” (Compl. ¶ 18; Attachment 1, Bates 0010–0016), and the counsel who papered that structure conceded on the record that cannabis licensure requires an application “in your own name,” with “background checks ... at the state level” (Reporter’s Tr. 410:11–19; Attachment 2, Bates 0019), while — in a separate matter — admitting that the interested party simply was not disclosed: “We just didn’t do it.” (Reporter’s Tr. 51:27–28; Attachment 5, Bates 0036.) These records, and the specific application and licensee they concern, are itemized in the enclosed materials and cited to the transcript line.

That the purpose of this disclosure requirement is neither self-executing nor even understood consistently by the local officials who administer these permits is itself part of the reason for this letter. Under the San Diego Municipal Code, the City’s cannabis permitting is expressly tied to the State’s cannabis-licensing law: a “Cannabis Outlet” must satisfy the dispensary and retailer licensing requirements of the California Business and Professions Code sections governing cannabis, and a City permit “does not relieve any person from the obligation to obtain any other ... license ... required by ... state ... law.” (San Diego Mun. Code, §§ 42.1502, 42.1504, subd. (c).) Yet when the City’s own Development Services official who processed these very applications, Firouzeh Tirandazi, was examined under oath in *Geraci v. Cotton*, she contradicted herself on the core point: asked whether the City “wants to know everyone who is actually involved with the CUPs,” she answered that this was “not the purpose of th[e] form” (Reporter’s Tr. 109:21; Attachment 9, Bates 0070), before conceding, moments later, that “overall for the CUPs, anyone who has an interest in the property should be disclosed” — “Yes.” (Id. 109:22–25; Attachment 9, Bates 0070.) It is this precise contradiction — a City official first denying, then admitting, the purpose of applicant-ownership disclosure — that frames why I write. I ask the Department, which holds the mandatory disclosure-and-vetting authority at the state level, to validate the purpose of that requirement and to enforce it. (Bus. & Prof. Code, §§ 26051.5, 26057, subd. (a).)

The people who prepare and administer these applications know the ownership-disclosure requirement is mandatory — which is what makes the omission of the true owner so telling. The land-use consultant who prepared and submitted the application on my property, Abhay Schweitzer of TECHNE, testified that he had “worked on probably around 30 or 40” cannabis outlets in California, “all in California,” with “around 20 currently” active, and that he is “involved in every single cannabis project” his firm does (Reporter’s Tr. 168:7–8, 20–23; 169:9; Attachment 10, Bates 0072–0078). He testified that the City’s Ownership Disclosure Statement is a form “we’re required to have ... filled in and submitted,” and that it was submitted (id. 199:13–24; Attachment 10, Bates 0077). The requirement was fully understood. Yet the application still left the true party in interest off that very form; and when the supervising attorney, Gina Austin, was asked why, she could not say: “I don’t know that it -- it was unnecessary or necessary. We just didn’t do it.” (Id. 51:27–28; Attachment 5, Bates 0036.) The City’s own gatekeeper was no clearer, as her testimony set out above reflects. This was not isolated — the same professionals papered Ninus Malan as the “sole ... member” of the licensed Balboa Avenue operation while an

undisclosed principal held a controlling seventy-five-percent interest (enclosed *Austin Legal Group, APC v. Malan* complaint; Attachment 4, Bates 0024–0032), and omitted Mr. Geraci here (Attachment 7, Bates 0054–0063).¹ Given a professional volume measured in dozens of California cannabis applications, the Department is entitled — and in the public interest obligated — to ask: how many other applications submitted to the City and the State carry a true owner who was never disclosed?

The omission was not incidental, and the applicant whose name did appear was a placeholder. Rebecca Berry testified that she “simply signed” whatever the team put in front of her, “read the first line or two and forwarded it” rather than reading the forms, “did not know who” prepared them, and “was not involved” — and that she was never offered or paid any money (Reporter’s Tr. 197:8, 200:18, 202:10–16, 203:26–27, 207:2; Attachment 6, Bates 0037–0053). The person who actually funded and controlled the application was Larry Geraci: the land-use firm TECHNE was paid \$86,631.75 to prepare and process it (Attachment 11, Bates 0079–0082), drawn not on Berry’s account but on the account of LST Investments, LLC — Larry Geraci’s own company, of which the California Secretary of State’s records identify him as the Manager and agent for service of process and whose stated type of business is “real estate” (Attachment 14, Bates 0100–0103) — and the Superior Court’s judgment in *Geraci v. Cotton* (San Diego Super. Ct. No. 37-2017-00010073, entered August 19, 2019) awarded Geraci a \$260,109.28 judgment for the expenses he had incurred pursuing this permit. That Mr. Geraci funded a cannabis-outlet application through his real-estate company, while his name appeared on no City form and a nominal applicant signed whatever she was handed, shows the true and controlling party kept off the record at every layer. Mr. Geraci was himself, at the time, a licensed California real estate salesperson (License No. 01141323, active through March 4, 2017; Attachment 15, Bates 0104–0105) — a licensee bound to honesty and fair dealing and subject to discipline for “fraud or dishonest dealing,” even in conduct outside a real estate transaction (Bus. & Prof. Code, § 10177, subd. (j)) — who concealed the very kind of interest in real property that his profession exists to disclose.² The interest thus concealed was precisely the kind the disclosure laws exist to surface:

¹As a licensed real estate salesperson, Mr. Geraci was bound to see that agreements affecting real property were reduced to an accurate writing (see Civ. Code, § 1624) and that the persons holding an interest were truthfully identified. Engaging Ms. Berry as a strawman in his place was, in itself, a breach of that duty: across the writings memorializing this transaction — including the City ownership-disclosure forms — the party named was a nominal stand-in rather than the person who actually owned and controlled it. The concealment thus offended not only the Department’s disclosure requirements but the writing-and-honesty norms of his own licensed profession. Nor does Ms. Berry appear consistently even within those City forms — a tenant/lessee on the ownership-disclosure statement, yet the applicant and permit holder on the general application. Because those forms were prepared not by Ms. Berry but by the professional “team” she trusted to complete them (Reporter’s Tr. 202:10–11; Attachment 6, Bates 0048), that facial discrepancy in the City’s own records is not the mark of clerical error, and it should itself have prompted the agency reviewing the application to ask who the true party in interest actually was.

²The omission was the work of a recurring professional team, not any one applicant — the same “team” Ms. Berry described when she testified that the forms were completed by people she merely trusted and “simply signed” for (Reporter’s Tr. 202:10–11; Attachment 6, Bates 0048). Its members are identifiable from the record. James (Jim) Bartell, of the government-relations firm Bartell & Associates, was the lobbying consultant Mr. Geraci retained to, in his own words, “manage the project team through the process” and to serve as “the liaison between the team and the City”; he testified that Mr. Geraci was his client, and that of the roughly twenty cannabis-outlet permits he has

Mr. Geraci had already been judicially sanctioned, twice, for unlawful commercial-cannabis activity — permanently enjoined and assessed \$25,000 in civil penalties for the unpermitted “Tree Club” dispensary (*City of San Diego v. Geraci*; Attachment 12, Bates 0083–0091), and enjoined with a further \$75,000 in penalties in the related “CCSquared” enforcement action (Attachment 13, Bates 0092–0099). Screening exactly that kind of disqualifying history is what mandatory owner disclosure is for; concealing the funding, controlling party behind a hollow applicant is what kept it from the licensing authority’s view. (Bus. & Prof. Code, § 26057, subds. (a), (b).)

The contrast between the Department and its peer regulators could not be sharper. I have found no record of the Department itself ever revoking a cannabis license upon a determination that the license was issued on fraudulent or concealed ownership information. Yet across the broad field of comparable licensing and public-benefit regimes, revocation in exactly that circumstance is the settled rule. In casino gaming, a regulator revoked a license where the applicant concealed and misrepresented the interests behind it, and the courts upheld the revocation. (*Emerald Casino, Inc. v. Illinois Gaming Bd.* (2003) 346 Ill.App.3d 18 [803 N.E.2d 914]; see *Gecker v. Estate of Flynn (In re Emerald Casino, Inc.)* (7th Cir. 2017) 867 F.3d 743.) In the award of government set-asides, a federal court of appeals held that using a nominal owner to front for the true party in interest — capturing a benefit reserved for others — states a claim for fraud. (*United States v. Strock* (2d Cir. 2020) 982 F.3d 51.) California’s own parallel licensing statutes, and their federal counterparts, are written to the same effect: a license or permit procured through a false or concealed ownership disclosure is subject to revocation in alcoholic-beverage licensing (Bus. & Prof. Code, § 24200, subd. (c)), in federal firearms dealing (18 U.S.C. § 923), and in controlled gambling (the Gambling Control Act). The Department holds the same authority and the same duty, and I am aware of no reason it should be the lone regulator that declines to use it. (Bus. & Prof. Code, §§ 26031, 26051.5, 26057, subd. (a).)

Accordingly, I demand that the Department: (1) require complete and truthful disclosure of every owner of the application(s) and license(s) at issue; (2) refuse to treat as “qualified” under section 26057, subdivision (a), any application or license in which a true owner has been concealed; (3) investigate and act upon the documented evidence of concealed ownership identified here and in the enclosures; and (4) treat concealment of a true owner as a ground for

processed for clients, “this is the only one I haven’t been successful on” — “19 out of 20” (Reporter’s Tr. 12:24–13:28, 14:4–5, 22:1–6; Attachment 16, Bates 0106–0112). Abhay Schweitzer, principal of the land-use and design firm TECHNE, prepared and certified the application and testified that he had worked on “probably around 30 or 40” California cannabis outlets (Reporter’s Tr. 168:7–8, 20–23; Attachment 10, Bates 0075). And Gina Austin, the supervising counsel, appears on both matters described in this letter: she prepared and defended the 6176 application (Reporter’s Tr. 51:27–28; Attachment 5, Bates 0036) and, by her own account, “filed applications” for the Malan entities behind the 8863 Balboa Avenue licensing (*Austin Legal Group, APC v. Malan*; Attachment 4, Bates 0024–0032; see also Declaration of Gina Austin, Attachment 3, Bates 0020–0023). That a team this practiced — one that had already moved cannabis permits through the City successfully in some nineteen prior applications — nonetheless left the true party in interest off the ownership disclosure is what makes the omission a matter of institutional, not incidental, concern to the Department: the question is not only who was left off this one application, but how far the same practice extends across the others the same team has processed.

revocation under section 26031, as the analogous regimes do, and — as to any license shown to rest on concealed ownership — pursue revocation through the Department’s disciplinary process.

I further ask that the Department acknowledge, in writing, that: (a) every applicant for and holder of a commercial-cannabis license must submit a complete and truthful ownership disclosure identifying each person who is an “owner” as defined in Business and Professions Code section 26001, subdivision (av) (see *id.*, § 26051.5; Cal. Code Regs., tit. 4, §§ 15002–15004); and (b) the deliberate submission of an ownership disclosure that is inaccurate or incomplete violates that requirement — such that the application does not “qualify” under section 26057, subdivision (a), and any resulting license is subject to revocation under section 26031.

To make the issue concrete, I ask the Department to answer, yes or no, a single question about two concealed interests documented in the enclosed records:

- (a) the undisclosed controlling interest behind the on-paper owner of the 8863 Balboa Avenue cannabis licensing (see the enclosed *Razuki v. Malan* complaint and settlement recital (Attachment 1, Bates 0010–0016; Compl. ¶ 18, Settlement Recitals § 1.2); the Declaration of Gina Austin (Attachment 3, Bates 0020–0023, ¶¶ 14–16); and the City of San Diego permit form for Balboa Ave Cooperative naming Ninus Malan as the responsible person (Attachment 8, Bates 0064–0066));
- (b) the principal concealed behind the nominal applicant on the 6176 Federal Boulevard conditional use permit application (see the enclosed *Geraci v. Cotton* testimony (Reporter’s Tr. 193:15–18, 203:14–17; Attachment 6, Bates 0037–0053) and the executed City ownership disclosure statement and 6176 application (Attachment 7, Bates 0054–0063));
- (c) given (a) and (b), had the Department known, when these applications were submitted, that a true owner was being concealed in each, would it have approved them? Section 26057, subdivision (a), permits only one answer: no. The Department “shall deny an application” that does not qualify for licensure, and an application that conceals a true owner does not qualify.

The Department’s duty, then, is to require the missing disclosure now and to decline to treat any concealed-owner application or license as qualified.

On those same records, I ask the Department three further questions, and ask it to explain each answer:

- (d) does the Department dispute that, on the 6176 Federal Boulevard permit, a nominal applicant testified, under oath, that she was the named applicant only “as the agent for and on behalf of Mr. Geraci” (*Geraci v. Cotton*, Reporter’s Tr. 193:15–18; Attachment 6, Bates 0039), that his name was left off the ownership disclosure because “Mr. Geraci has a federal license” (*id.* 193:19–22; Attachment 6, Bates 0039), and that she “simply signed it ... under direction from ... Mr. Geraci” (*id.* 203:14–17; Attachment 6, Bates 0049) — an omission that appears on the face of the executed City ownership disclosure statement

itself, which lists only Darryl Cotton as owner and Rebecca Berry as tenant and leaves Mr. Geraci off the form entirely, on a document that expressly requires “all persons who have an interest in the property” (Attachment 7, Bates 0054–0063)?

- (e) does the Department dispute that, on the 8863 Balboa Avenue operation, an undisclosed principal claimed a controlling seventy-five-percent interest behind the on-paper owner “regardless of the paperwork” (*Razuki v. Malan*, Compl. ¶ 18; Attachment 1, Bates 0010–0016)?
- (f) if the Department cannot dispute (d) or (e), does it agree that concealment of that kind — the deliberate omission of a true owner from the ownership disclosure — is a Tier III violation of the Act’s disclosure requirements under the Department’s own Disciplinary Guidelines, a knowing or willful violation and a fraudulent act, for which revocation of the license is warranted (Bus. & Prof. Code, § 26031)? If concealment this deliberate does not present a Tier III violation of the application-disclosure laws, then what would?

Lastly, I want to be candid about why I raise this. I have my own interests at stake — I was displaced from a licensing opportunity attached to my own property by precisely the kind of concealment the disclosure laws exist to prevent. But the interest at stake here is clearly greater than mine. When the ownership-disclosure laws are not complied with during the application process, the public loses the core safeguard the Legislature built into cannabis licensing: the assurance that the people who actually own and control a licensed business have been identified, vetted, and found qualified. A license obtained by concealing its true owner defeats that safeguard for everyone, not for a displaced competitor alone. Measured against the peer regulators described above, the Department’s silence here is conspicuous: I have found no instance in which it has itself moved to revoke a license upon discovering that a true owner was deliberately concealed in the application process. If the Department will not treat concealment this deliberate as the serious violation its own Disciplinary Guidelines describe, the public is left without the protection these disclosure laws promise.

Please confirm in writing the action the Department will take; a response within thirty (30) days would be appreciated. This letter is not a waiver of, or a limitation on, any right or remedy, and imposes no waiting period on me: while I would like to avoid this, if the Department does not perform its mandatory duty, I intend to resort to any and all legal remedies to see that these ownership-disclosure mandates are enforced by your agency, and I reserve the right to do so at any time. This letter will be submitted as evidence that the Department was presented with the issue and of the exhaustion or futility of any available administrative remedy.

Respectfully,



Darryl Cotton
Owner, 6176 Federal Boulevard

Enclosures — Public-Record Attachments (16): true and correct copies of the following are enclosed, in the order listed below. The pages of this letter and its supporting attachments are consecutively Bates-stamped “2026.07.30 Cotton to DCC Demand & Attachments - 0001” et seq. (the pages of this letter first, then the attachments in order); the Bates range of each attachment appears in brackets below.

1. *Razuki v. Malan* (San Diego Super. Ct. No. 37-2018-00034229) — Complaint (filed July 10, 2018), including the paragraph 18 allegation of an undisclosed controlling interest of roughly seventy-five percent “regardless of the paperwork,” together with the attached Agreement of Compromise, Settlement and Mutual General Release (Recitals § 1.2), allocating a 75% / 25% interest “regardless of which Party or entity holds title.” [Bates 0010–0016]
2. *Razuki v. Malan* — excerpt of the Reporter’s Transcript in which counsel Gina Austin states that cannabis licensure requires “an application in your own name,” with “background checks ... at the state level” (Reporter’s Tr. 410:11–19, Bates 0019). [Bates 0017–0019]
3. Declaration of Gina Austin (ROA-55, filed July 30, 2018) in *Razuki v. Malan* — sworn testimony that the licensing authority requires all owners to be disclosed and vetted, and that allowing an unvetted person to control the licensed dispensary “is a violation of State law” (¶¶ 14–16). [Bates 0020–0023]
4. *Austin Legal Group, APC v. Malan* (San Diego Super. Ct. No. 37-2019-00025668) — verified Complaint in which counsel admits she “filed applications” for the Malan entities and papered Ninus Malan as the sole member. [Bates 0024–0032]
5. *Geraci v. Cotton* — excerpt of the Reporter’s Transcript in which counsel Gina Austin, asked why the interested party was omitted from the ownership disclosure, testified: “We just didn’t do it.” (Reporter’s Tr. 51:27–28, Bates 0036.) [Bates 0033–0036]
6. *Geraci v. Cotton* — the Reporter’s Transcript of the cross-examination of Rebecca Berry, the nominal applicant on the 6176 permit, who testified that she acted “as the agent for and on behalf of Mr. Geraci” (Reporter’s Tr. 193:15–18, Bates 0039); that his name was left off because “Mr. Geraci has a federal license” (id. 193:19–22, Bates 0039); that she “simply signed” whatever the team gave her, under Geraci’s direction (id. 202:10, Bates 0048; 203:14, Bates 0049; 207:2, Bates 0053); that she “read the first line or two and forwarded it” rather than reading the forms (id. 200:18, Bates 0046); that she “did not know who” prepared them (id. 197:8, Bates 0043); that she “was not involved” (id. 202:16, Bates 0048; 204:18, Bates 0050); and that she was never offered or paid any money (id. 203:26–27, Bates 0049). [Bates 0037–0053]
7. The City of San Diego pre-approval documents Rebecca Berry submitted for the 6176 Federal Boulevard cannabis application: the executed Ownership Disclosure Statement (Form DS-318, trial Ex. 30), listing Darryl Cotton as owner and Rebecca Berry as tenant/lessee (both signed October 31, 2016); the General Application (Form DS-3032, trial Ex. 34), on which Berry appears as the applicant and permit holder and the design

professional Abhay Schweitzer certifies the submittal; and the Conditional Use Permit application (MMCC). Across these forms Berry is characterized in differing capacities — tenant/lessee, then applicant and permit holder — while Larry Geraci, the true party in interest, is named on none of them. [Bates 0054–0063]

8. City of San Diego Development Services Department permit form (DS-191) for Balboa Ave Cooperative, 8863 Balboa Avenue, Suite E, identifying Ninus Malan as the sole responsible person and disclosing no other owner. [Bates 0064–0066]
9. *Geraci v. Cotton* — excerpt of the Reporter’s Transcript of the cross-examination of Firouzeh Tirandazi, the City of San Diego Development Services official who processed these permits, who first testified that identifying everyone involved was “not the purpose of th[e] form” (Reporter’s Tr. 109:21, Bates 0070) and then conceded that “anyone who has an interest in the property should be disclosed” — “Yes” (id. 109:22–25, Bates 0070). [Bates 0067–0071]
10. *Geraci v. Cotton* — excerpt of the Reporter’s Transcript of the testimony of Abhay Schweitzer, principal and CEO of the land-use firm TECHNE, which prepared and submitted the 6176 application: he testified that he has worked on “probably around 30 or 40” cannabis outlets in California, with “around 20 currently” active (Reporter’s Tr. 168:7–8, 20–23, Bates 0075; 169:9, Bates 0076), and that the City’s Ownership Disclosure Statement is a form “we’re required to have ... filled in and submitted,” which was submitted (id. 199:13–24, Bates 0077). [Bates 0072–0078]
11. Techne expense summary (trial Ex. 147) — the payment ledger for the 6176 Federal Boulevard application: \$86,631.75 paid to the land-use firm TECHNE; the invoices issued to Rebecca Berry; and the payments drawn on the Bank of America account of LST Investments LLC, Larry Geraci’s entity. [Bates 0079–0082]
12. *City of San Diego v. Larry Geraci, et al.* (San Diego Super. Ct. No. 37-2014-00020897-CU-MC-CTL) — Judgment and Permanent Injunction enjoining operation of the unpermitted “Tree Club” marijuana dispensary and imposing \$25,000 in civil penalties. [Bates 0083–0091]
13. *City of San Diego v. CCSquared Wellness Cooperative, et al.* (San Diego Super. Ct. No. 37-2015-00004430-CU-MC-CTL) — Judgment and Permanent Injunction enjoining operation of the unpermitted “CCSquared” marijuana dispensary and imposing \$75,000 in civil penalties. [Bates 0092–0099]
14. California Secretary of State filings for LST Investments, LLC — the Articles of Organization (Form LLC-1, filed September 23, 2009) and the Statement of Information (Form LLC-12) — identifying Larry Geraci as the company’s Manager and agent for service of process (5402 Ruffin Road, Suite 200, San Diego) and stating its type of business as “Real Estate.” This is the entity whose account funded the \$86,631.75 in TECHNE payments for the 6176 application (Attachment 11, Bates 0079–0082). [Bates 0100–0103]

15. California Department of Real Estate public license record for Larry E. Geraci — real estate salesperson license No. 01141323, issued July 9, 1992 and active through its expiration on March 4, 2017 — showing that Geraci held an active California real estate license when the 6176 ownership disclosure was signed on October 31, 2016. [Bates 0104–0105]
16. *Geraci v. Cotton* — excerpt of the Reporter’s Transcript of the trial testimony of James (Jim) Bartell, principal of the government-relations firm Bartell & Associates, whom Mr. Geraci retained on the 6176 project. Mr. Bartell testified that his firm provides “government relations” and “community outreach” services (Reporter’s Tr. 12:24–27, Bates 0108); that he was retained to “manage the project team through the process” and to act as “the liaison between the team and the City” (id. 13:21–28, Bates 0109); that Mr. Geraci “is my client” (id. 14:4–5, Bates 0110); and that, of the roughly twenty cannabis-outlet CUP applications he has processed for clients, “this is the only one I haven’t been successful on” — “19 out of 20” (id. 22:1–6, Bates 0112). [Bates 0106–0112]

ATTACHMENT 1

Razuki v. Malan (San Diego Super. Ct. No. 37-2018-00034229) — Complaint (ROA-1) and the attached Agreement of Compromise, Settlement and Mutual General Release: an undisclosed controlling interest of roughly 75% pleaded “regardless of the paperwork.”

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026

07/10/2018 at 05:47:45 PM

Clerk of the Superior Court
By Erika Engel, Deputy Clerk

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Attorneys for Plaintiff
SALAM RAZUKI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, CENTRAL DIVISION

SALAM RAZUKI, an individual,

Plaintiff,

v.

NINUS MALAN, an individual; MONARCH
MANAGEMENT CONSULTING, INC. a
California corporation; SAN DIEGO
UNITED HOLDING GROUP, LLC, a
California limited liability company; FLIP
MANAGEMENT, LLC, a California limited
liability company; MIRA ESTE
PROPERTIES, LLC, a California limited
liability company; ROSELLE PROPERTIES,
LLC, a California limited liability company;
and DOES 1-100, inclusive,

Defendants,

CASE NO. 37-2018-00034229-CU-BC-CTL

COMPLAINT FOR DAMAGES FOR:

- (1) **BREACH OF CONTRACT**
- (2) **BREACH OF IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING**
- (3) **BREACH OF ORAL
AGREEMENT**
- (4) **BREACH OF FIDUCIARY
DUTY**
- (5) **FRAUD AND DECEIT**
- (6) **MONEY HAD AND RECEIVED**
- (7) **CONVERSION**
- (8) **ACCOUNTING**
- (9) **APPOINTMENT OF
RECEIVER**
- (10) **INJUNCTIVE RELIEF**
- (11) **DECLARATORY RELIEF**
- (12) **CONSTRUCTIVE TRUST**
- (13) **DISSOLUTION**

DEMAND FOR JURY TRIAL

1 Plaintiff SALAM RAZUKI complains and alleges as follows:

2 **I.**
3 **INTRODUCTION**

4 1. For years, Salam Razuki ("Razuki") and Ninus Malan ("Malan") engaged in numerous
5 business dealings and property investments. The two entered into certain oral agreements whereby
6 Razuki would provide the initial cash investment to purchase a certain asset while Malan would manage
7 the assets. The parties agreed that after reimbursing the initial investment to Razuki, Razuki would be
8 entitled to seventy-five percent (75%) of the profits & losses of that particular asset and Malan would
9 be entitled to twenty-five percent (25%) of said profits & losses. Unfortunately, due to Malan's refusal
10 to be completely forthcoming with the Partnership Assets (as defined below in Section III), this oral
11 agreement became untenable and disputes arose. Instead of litigating the matter, Razuki and Malan
12 decided to enter into an Agreement of Compromise, Settlement and Mutual General Release (referred
13 to herein as the "Settlement Agreement") to memorialize their prior oral agreements and to describe
14 additional duties and obligations for each of them. Under the Settlement Agreement, Razuki and Malan
15 agreed to transfer all Partnership Assets into one entity, RM Property Holdings, LLC ("RM Holdings")
16 which was formed for that particular business purpose. After recuperating any initial investments
17 related to the Partnership Assets, Razuki would be entitled to seventy-five percent (75%) of the profits
18 & losses of RM Holdings and Malan would be entitled to twenty-five percent (25%) of the profits &
19 losses of RM Holdings.

20 2. Even with the Settlement Agreement in place and RM Holdings formed, Malan
21 continued to deceive Razuki and manipulate the Partnership Assets for his own gain. Shortly after the
22 Settlement Agreement was signed, Malan began negotiations to sell some of the Partnership Assets
23 while they were still under his name. During these sale negotiations, Malan never informed the potential
24 buyer of Razuki's interest in the Partnership Assets. Based on information and belief, Malan
25 intentionally stole and/or redirect revenue from the Partnership Assets to a new entity owned by Malan
26 (*i.e.* Monarch). Given Malan's blatant breach of the Settlement Agreement and his clear intentions to
27 conceal the profits of the Partnership Assets, Razuki now brings this instant Complaint in order to
28 enforce the terms of the Settlement Agreement and take control of his Partnership Assets.

29 **II.**
30 **PARTIES AND JURISDICTION**

1 Malan owned a one-hundred percent (100%) in and to SD United.

- 2 b. One hundred percent (100%) interest in Flip. Flip served as the operating entity for
3 Razuki and Malan's marijuana retail businesses located at 8861 Balboa Avenue and
4 8863 Balboa Avenue. Razuki provided all the initial monetary investment for this
5 business. On paper, Malan owned a one-hundred percent (100%) in Flip.
- 6 c. Fifty percent (50%) interest in Mira Este. Mira Este owns real property located at
7 9212 Mira Este Court, San Diego, CA 92126. Razuki and Malan own, directly or
8 indirectly, a marijuana distribution and manufacturing business located at 9219 Mira
9 Este Court. Razuki provided fifty percent (50%) of the initial monetary investment
10 for Mira Este. On paper, Malan owns a fifty percent (50%) ownership interest in
11 Mira Este.
- 12 d. Fifty percent (50%) interest in Roselle. Roselle owns real property located at 10685
13 Roselle Street, San Diego, CA 92121. Razuki and Malan own, directly or indirectly,
14 a marijuana cultivation business located at 10685 Roselle Street. Razuki provided
15 fifty percent (50%) of the initial monetary investment for Roselle. On paper, Malan
16 owns a fifty percent (50%) ownership interest in Roselle.
- 17 e. A twenty percent (20%) interest in Sunrise Property Investments, LLC ("Sunrise").
18 Sunrise owns real property located at 3385 Sunrise Street, San Diego, CA 92102.
- 19 f. A twenty-seven percent (27%) in Super 5 Consulting Group, LLC ("Super 5"). Super
20 5 is the operator of a marijuana dispensary located at 3385 Sunrise Street, San Diego,
21 CA 92102.

22 18. For all the Partnership Assets, regardless of the paperwork, Razuki and Malan had an
23 oral agreement that after recuperating the initial investments, Razuki would share in seventy-five
24 percent (75%) of the profits & losses and Malan would share in twenty-five percent (25%) of the profits
25 & losses.

26 19. For Mira Este and Roselle, Hakim provided fifty percent (50%) of the initial investment
27 and owns a fifty percent (50%) ownership in Mira Este and Roselle.

28 20. SD United, Flip, Mira Este, and Roselle are all entities involved in Razuki and Malan's
marijuana operations. The marijuana operations were structured as such:

- 1 b. Prohibits the sale of Monarch and imposes a freeze on all accounts associated with
2 Monarch;
3 c. Requires that all future monies paid to Monarch be transferred and deposited into an
4 account owned by Flip;
5 d. Requires the transfer of all Partnership Assets to RM Holdings; and
6 e. Require Malan to return the \$24,000 he withdrew from RM Holdings' account.

7
8 **ELEVENTH CAUSE OF ACTION**
9 **Declaratory Relief**
10 **(Against Malan and DOES 1-100)**

11 114. Razuki realleges each and every paragraph of this Complaint as though fully set forth
12 here.

13 115. An actual controversy has arisen and now exists between Razuki and Malan concerning
14 their respective interest, rights and duties related to the Partnership Assets and RM Holding.

15 116. A judicial declaration is necessary and appropriate at this time under the circumstances
16 in order that Razuki may ascertain the rights and duties of the parties.

17 117. Razuki has suffered, and continues to suffer, financially by the unsettled state of affairs.
18 Malan's actions in denying Razuki's interest in the Partnership Assets has been to Razuki's detriment
19 and Razuki has incurred damages in an amount to be proven at trial.

20 118. Razuki desires a judicial determination of his rights and duties, and a declaration as to
21 the ownership and management of the Partnership Assets. Specifically, Razuki request the Court
22 declares:

- 23 a. Razuki has a seventy-five percent (75%) ownership interest in all Partnership Assets;
24 b. Razuki has not fully recuperated his initial investment in the Partnership Assets and
25 is entitled to full recuperation before any additional profits or revenue are distributed;
26 c. Malan wrongfully utilized the tenant improvement funds intended for Mira Este for
27 their own personal gain; and,
28 d. All funds currently owned or possessed by Monarch are ill-gotten gains and truly
belong to Flip or RM Holdings.

**AGREEMENT OF COMPROMISE, SETTLEMENT,
AND MUTUAL GENERAL RELEASE**

This AGREEMENT OF COMPROMISE, SETTLEMENT, AND MUTUAL GENERAL RELEASE ("Agreement") is entered into by and between SALAM RAZUKI (hereinafter collectively "RAZUKI"), on the one hand, and NINUS MALAN (hereinafter "MALAN"), on the other. The persons to this Agreement may sometimes be referred to collectively as the "Parties" or separately as "Party". This Agreement is entered into with reference to the recitals set forth in the Article titled "Recitals" below and constitutes (i) a settlement agreement between the Parties and (ii) a mutual release of all liabilities of the Parties arising out of the matters described below and except as expressly otherwise noted herein.

**ARTICLE I.
RECITALS**

This Agreement is entered into with reference to the following facts:

1.1 RAZUKI and MALAN have engaged in several business transactions, dealings, agreements (oral and written), promises, loans, payments, related to the acquisition of real property and interests in various medical marijuana businesses. Specifically, RAZUKI and MALAN have each invested certain sums of capital for the acquisition of the following assets (collectively hereinafter referred to as the "Partnership Assets"):

(a) MALAN'S one hundred percent (100%) membership interest in SAN DIEGO UNITED HOLDING GROUP LLC, a California Limited Liability Company, and record owner of the following properties:

- i. The real property commonly known as 8859 BALBOA AVE., STE.. A, SAN DIEGO, CA 92123.
- ii. The real property commonly known as 8859 BALBOA AVE., STE.. B, SAN DIEGO, CA 92123.
- iii. The real property commonly known as 8859 BALBOA AVE., STE.. C, SAN DIEGO, CA 92123.
- iv. The real property commonly known as 8859 BALBOA AVE., STE.. D, SAN DIEGO, CA 92123.
- v. The real property commonly known as 8859 BALBOA AVE., STE.. E, SAN DIEGO, CA 92123.
- vi. The real property commonly known as 8861 BALBOA, STE. B, SAN DIEGO, CA 92123.
- vii. The real property commonly known as 8863 BALBOA, STE. E,

SAN DIEGO, CA 92123.

(b) One hundred percent (100%) membership interest in FLIP MANAGEMENT LLC, a California Limited Liability Company.

(c) MALAN'S fifty percent (50%) membership interest in MIRA ESTE PROPERTIES LLC, a California Limited Liability Company, and record owner of the real property commonly known as 9212 MIRA ESTE CT., SAN DIEGO, CA 92126.

(d) MALAN'S Fifty percent (50%) membership interest in ROSELLE PROPERTIES, LLC, a California Limited Liability Company, and record owner of the real property commonly known as 10685 ROSELLE ST., SAN DIEGO, CA 92121.

(e) RAZUKI'S twenty percent (20%) membership interest in SUNRISE PROPERTY INVESTMENTS, LLC, a California Limited Liability Company, the record owner of the real property located 3385 SUNRISE STREET, SAN DIEGO, CA 92012.

(f) RAZUKI'S twenty seven percent (27%) membership interest in SUPER 5 CONSULTING GROUP, LLC, a California Limited Liability Company, which is the operator of a medical marijuana dispensary located at 3385 SUNRISE STREET, SAN DIEGO, CA 92012.

1.2 RAZUKI and MALAN have an understanding such that regardless of which Party or entity holds title and ownership to the Partnership Assets, RAZUKI is entitled to a seventy-five percent (75%) interest in the capital, profits, and losses of each Partnership Asset and MALAN is entitled to a twenty five percent (25%) interest, and no Party is entitled to receive any profits whatsoever until, and unless the Parties have first been repaid their investment in full (hereinafter referred to as the "Partnership Agreement").

1.3 RAZUKI and MALAN have now formed RM PROPERTY HOLDINGS, LLC, a California Limited Liability Company (the "Company"), whereby RAZUKI and MALAN have agreed to transfer title to the Partnership Assets to the Company, and forever resolve any and all matters, claims or controversies that each Party may have against each other related to the Partnership Agreement as stated in this Agreement.

1.4 RAZUKI and MALAN have not recouped their financial investments in the Partnership Assets.

1.5 The Parties consider it to be in their best interests, in light of the cost of litigation, and to their best advantage, to forever dismiss, settle, adjust and compromise all claims and defenses which have been, or could have been asserted relative to their Partnership Agreement.

1.6 All claims are denied and contested, and nothing contained herein should be construed as an admission by any Party hereto of any liability of any kind to any other Party hereto or to any other person.

1.7 The Parties now wish to settle the dispute between them and forever release,

ATTACHMENT 2

Razuki v. Malan — Reporter's Transcript excerpt. Counsel Gina Austin:
cannabis licensure requires "an application in your own name," with
"background checks ... at the state level."

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026

COURT OF APPEAL OF THE STATE OF CALIFORNIA
FOURTH APPELLATE DISTRICT
DIVISION ONE

SALAM RAZUKI,)
)
Plaintiff/Respondent,)
) FROM SAN DIEGO COUNTY
vs.) HON. EDDIE C. STURGEON
)
NINUS MALAN, et al.,) COA NO. D075028
) SUPERIOR COURT NO.
Defendants/Appellants.) 37-2018-
-----) 00034229-CU-BC-CTL

REPORTER'S TRANSCRIPT ON APPEAL

Monday, August 20, 2018

(Pages 326 through 443, Inclusive)

Volume 4

330 West Broadway, Department 67
San Diego, California

Reported By:
Leyla S. Jones
CSR No. 12750

1 word, but have everybody -- okay, you all lose.

2 I think there's money to be made here, and
3 my sense -- we'll find all this out on who owns what
4 and stuff like that, but I guess my concern is not
5 to blow it all up. Can you give me a little insight
6 into that, if you could?

7 MS. AUSTIN: Yeah. Actually, I can. I
8 would -- Mr. Griswold is correct that Mr. Essary
9 took the first step in managing it by noticing the
10 Bureau, but there are two or three more steps that
11 5024 contemplates, which includes having an
12 application in your own name.

13 The Bureau's concept in this, if you looked
14 at the draft of regulations as they were promulgated
15 over time, was that, well, what happens, because the
16 license is not transferable. It can't go to
17 somebody else, because you have to have background
18 checks and all of this. This is at the state level,
19 different than the city level.

20 And so the Bureau contemplates yes, if you
21 give us notice, you can do that, but it's at the
22 Bureau's discretion. And you must also file
23 these -- you must file an application in your own
24 name. You must continue to move forward, and then
25 the Bureau will -- to make that determination.

26 Those subsequent steps have not occurred.
27 Does that mean the Bureau would shut them down
28 immediately? I don't know. They haven't come out

ATTACHMENT 3

Declaration of Gina Austin (ROA-55, July 30, 2018) in Razuki v. Malan — all owners must be disclosed and vetted; allowing an unvetted person to control the licensed dispensary “is a violation of State law.”

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026

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Attorneys for Defendants
Ninus Malan

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/30/2018 at 10:35:00 AM
Clerk of the Superior Court
By Richard Day, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO- CENTRAL DIVISION**

SALAM RAZUKI, an individual,

Plaintiff,

vs.

NINUS MALAN, an individual; CHRIS
HAKIM, an individual; MONARCH
MANAGEMENT CONSULTING, INC., a
California corporation; SAN DIEGO
UNITED HOLDINGS GROUP, LLC, a
California limited liability company; FLIP
MANAGEMENT, LLC, a California
limited liability company; ROSELLE
PROPERTIES, LLC, a California limited
liability company; BALBOA AVE
COOPERATIVE, a California nonprofit
mutual benefit corporation; CALIFORNIA
CANNABIS GROUP, a California
nonprofit mutual benefit corporation;
DEVILISH DELIGHTS, INC. a California
nonprofit mutual benefit corporation; and
DOES 1-100, inclusive;

Defendants.

CASE NO. 37-2018-00034229-CU-BC-CTL

DECLARATION OF GINA M. AUSTIN

[Imaged File]

1 I, Gina M. Austin, declare:

2 1. I am attorney admitted to practice before this Court and all California courts and,
3 along with Tamara M. Leetham, represent defendant Ninus Malan ("Malan") in this matter. I
4 make this declaration in support of Malan's ex parte application to vacate order appointing
5 receiver. Unless otherwise stated, all facts testified to are within my personal knowledge and, if
6 called as a witness, I would and could competently testify to them.

7 2. I am an expert in cannabis licensing and entitlement at the state and local levels
8 and regularly speak on the topic across the nation.

9 3. I have represented Ninus Malan, San Diego United Holdings Group, Balboa Ave
10 Cooperative, and California Cannabis Group in multiple matters in San Diego County Superior
11 Court.

12 4. My firm also performs additional legal services for these defendants to include
13 corporate transactions and structuring, land use entitlements and regulations related to cannabis,
14 and state compliance related to cannabis.

15 5. On Tuesday July 17, 2018, I specially appeared in Judge Medel's department in
16 response to an ex parte application by Salam Razuki to appoint a receiver and for a temporary
17 restraining order in the instant litigation. The purpose of my special appearance was to inform the
18 court that none of the defendants had been served, that our office had not been retained to
19 represent any of the defendants in this matter, and request that the court set the matter for a proper
20 noticed hearing after the defendants had been served. A true and correct copy of the transcript
21 from that hearing is attached as Exhibit A and incorporated by reference.

22 6. Judge Medel summarily granted the application and Plaintiff's request to appoint
23 Mr. Essary as the receiver. There was no discussion of the proposed order or any response from
24 the court regarding the lack of notice, service, or harms that would create a need for immediate
25 relief.

26 7. Outside the courtroom I asked opposing counsel to send me a courtesy copy of the
27 order as soon as it was signed. I did not receive a courtesy copy of the order until late that
28 evening.

1 my car as if to attack us. Out of fear, as soon as Heidi and her two other associates were in my
2 car, I drove away as fast as I could. We were chased by the man who had been at the dispensary
3 earlier in the day brandishing his gun.

4 12. Despite the fact that none of the defendants had been served with the court's order,
5 on July 19, 2018 I emailed Mr. Essary and informed him of the issues I believed to need
6 immediate attention. A true and correct copy of this email is attached as Exhibit I to the
7 Declaration of Tamara M. Leetham. In a response email on July 19, 2018, Mr. Essary
8 acknowledged receipt of my email and stated that he had retained an attorney Mr. Griswold.

9 13. I am informed and believe that either Mr. Essary or Mr. Griswold or both have
10 taken possession of the Balboa dispensary and have placed the prior operator SoCal Building
11 Ventures as operator.

12 14. Allowing Mr. Essary to control the dispensary is a violation of State law. The
13 Bureau of Cannabis Control ("BCC") requires all owners to submit detailed information to the
14 BCC as part of the licensing process. An owner is defined as:

- 15 (1) A person with an aggregate ownership interest of 20 percent
16 or more in the person applying for a license or a licensee,
unless the interest is solely a security, lien, or encumbrance.
- 17 (2) The chief executive officer of a nonprofit or other entity.
- 18 (3) A member of the board of directors of a nonprofit.
- 19 (4) ***An individual who will be participating in the direction,
control, or management of the person applying for a license***
[emphasis added].

20 Cal. Bus. Prof Code § 26001(al).

21 15. Based upon the definition of an Owner, Mr. Essary would be deemed by the BCC
22 to be an owner and would have to submit all the requisite information required by Title 16
23 Chapter 42 of the California Code of Regulations before he would be allowed to legally take
24 possession and control of the Balboa dispensary.

25 16. Based upon the definition of Owner, SoCal Building Ventures would also be
26 deemed an owner. I am informed and believe that its re-appointment as operator of the Balboa
27 dispensary is also a violation of state law as none of the CCR Title 16 information has been
28 submitted to the BCC.

ATTACHMENT 4

Austin Legal Group, APC v. Malan (San Diego Super. Ct. No. 37-2019-00025668) — verified Complaint. Counsel admits she “filed applications” for the Malan entities and papered Ninus Malan as the sole member.

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026

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3990 Old Town Ave, Ste A-101
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5 Facsimile: (619) 881-0045

6 Attorneys for Plaintiff
Austin Legal Group

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF SAN DIEGO- CENTRAL DIVISION**
9

10 AUSTIN LEGAL GROUP, APC, a
11 California professional corporation,

12 Plaintiff,

13 vs.

14 NINUS MALAN, an individual;
15 AMERICAN LENDING AND
HOLDINGS, LLC, a California limited
16 liability company; BALBOA AVE
COOPERATIVE, a California cooperative
17 corporation; CALIFORNIA CANNABIS
GROUP, a California corporation; FLIP
18 MANAGEMENT, LLC, California limited
liability company; MONARCH
19 MANAGEMENT AND CONSULTING,
INC., a California corporation; SAN
20 DIEGO UNITED HOLDINGS GROUP
LLC, a California limited liability
21 company; MIRA ESTE PROPERTIES,
LLC, a California limited liability
22 company; ROSELLE PROPERTIES, LLC,
a California limited liability company; and
23 DOES 1 through 10, inclusive;

24 Defendants.
25
26
27
28

FILED
CIVIL BUSINESS OFFICE-32
CENTRAL DIVISION

2019 MAY 20 P 1:52

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

CASE NO. 37-2019-00025668-CU-BC-CTL

VERIFIED COMPLAINT FOR BREACH
OF CONTRACT - ATTORNEYS' FEES
AND - COSTS

Unlimited Jurisdiction

[Imaged File]

Plaintiff Austin Legal Group, APC alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff Austin Legal Group, APC ("ALG") is and, at all times relevant was, a professional corporation incorporated under California law, authorized to do business in California, and authorized to do, and does, business in San Diego County, California, as a law firm. ALG attorneys Gina M. Austin and Tamara M. Leetham are licensed in California to practice law, and at all times relevant to this Complaint were licensed to practice law in California and performed a significant amount of legal work for the benefit of defendants.

2. Defendant Ninus Malan ("Malan") is an individual residing in San Diego County, California. ALG represents Malan pursuant to a written hourly fee agreement ("Contract") in connection with obtaining San Diego City land use entitlements to include conditional use permits to operate marijuana businesses and representing Malan in four separate lawsuits with third parties (collectively, the "Matters").

3. Defendant American Lending and Holdings, LLC ("ALH") is a California limited liability company with its principal offices located in San Diego County. Malan is the sole Manager and, to the knowledge of ALG, the sole member of ALH and requested ALG to do work for ALH under the same terms as the Contract.

4. Defendant Balboa Ave Cooperative ("Balboa") is a California cooperative corporation with its principal offices located in San Diego County. Malan is the sole officer and director and acted as the sole owner, and requested ALG to do work for Balboa under the same terms as the Contract.

5. Defendant California Cannabis Group ("CCG") is a California corporation with its principal offices located in San Diego County. Malan is the sole officer and director and acted as the sole owner, and requested ALG to do work for CCG under the same terms as the Contract.

6. Defendant Flip Management, LLC ("Flip") is a California limited liability company with its principal offices located in San Diego County. Malan is the sole Manager and,

1 to the knowledge of ALG, the sole member of Flip and requested ALG to do work for Flip
2 under the same terms as the Contract.

3 7. Defendant Monarch Management and Consulting, Inc. ("Monarch") is a
4 California corporation with its principal offices located in San Diego County. Malan is one of
5 two Directors of Monarch and requested ALG to do work for Monarch under the same terms as
6 the Contract.

7 8. Defendant San Diego United Holdings Group LLC ("SDUHG") is a California
8 limited liability company with its principal offices located in San Diego County. Malan is the
9 sole Manager and, to the knowledge of ALG, the sole member of SDUHG and requested ALG
10 to do work for SDUHG under the same terms as the Contract.

11 9. Defendant Mira Este Properties, LLC ("MEP") is a California limited liability
12 company with its principal offices located in San Diego County. Malan is one of two Managers
13 of MEP and owns some percentage of MEP up to 50%. Malan requested ALG to do work for
14 MEP under the same terms as the Contract.

15 10. Defendant Roselle Properties, LLC ("Roselle" and, collectively with ALH,
16 Balboa, CCG, Flip, Monarch, SDUHG, and MEP, the "Malan Entities") is a California limited
17 liability company with its principal offices located in San Diego County. Malan is one of two
18 Managers of Roselle and owns some percentage of Roselle up to 50%. Malan requested ALG
19 to do work for Roselle under the same terms as the Contract.

20 11. Malan, the Malan Entities, and Does 1-10 (collectively "Defendants") owe ALG
21 an outstanding balance pursuant to the Contract; ALG files this Complaint to recover that
22 outstanding balance.

23 12. ALG is ignorant of the true names and capacities of defendants sued herein as
24 Does 1 through 10 inclusive, and therefore sues these defendants by such fictitious names.
25 ALG reserves the right to amend this Complaint to allege their true names and capacities when
26 ascertained. ALG is informed and believes and alleges that each of the fictitiously named
27 defendants whose true names and capacities ALG does not know at this time are legally
28

1 responsible in some manner for the occurrences and omissions herein alleged, and injuries and
2 damages as herein alleged.

3 13. ALG is informed and believes and thereon alleges that the Defendants, and each
4 of them, are the principal, agent, master, servant, employer, and employee of each of the other,
5 acting within the scope and authority of his/her or its agency or employment with full
6 knowledge and approval of each of their actions as herein alleged.

7 14. ALG believes that the Malan Entities and Malan are and were all relevant times
8 the alter egos of one another. Each defendant is liable for the conduct of the other as alleged in
9 this Complaint, because each of these entities was and is the alter ego that Malan and the Malan
10 Entities used to carry out their respective businesses.

11 15. At all relevant times a unity of interest and ownership existed between Malan
12 and the Malan Entities, such that adherence to the fiction of separate existence would render an
13 injustice under the facts and circumstances of this case:

14 16. Alter ego liability arises from the following:

15 a. Defendants share a unity of interest in carrying out the business and
16 enjoying their respective profits;

17 b. Malan disregarded the formal distinctions with the Malan Entities,
18 effective and in practice treating the entire collective as a single entity with a sole purpose;

19 c. Defendants assets were commingled and Defendants, by Malan, were
20 involved in that commingling of assets, directing or diverting the income and assets of the other
21 Defendants without regard to corporate form;

22 d. Defendants were commonly controlled and used each other to carry out
23 the operations of the Malan Entities and/or related pursuits;

24 e. The Malan Entities were undercapitalized and potentially incapable of
25 satisfying their liabilities. On information belief, Defendants now have sufficient assets to cover
26 ALG's fees.

27 f. One or more Defendants shares the same office space;

28 g. The Malan Entities share executives and directors, or Malan;

1 h. ALG would suffer injustice if required to adhere to the fiction of separate
2 existences of Defendants. Defendants have engaged in an intentional pattern of conduct to avoid
3 their respective obligations while still operating in effect as the same entity or operation that
4 incurred those obligations;

5 i. Because Defendants individually do not possess sufficient assets to
6 satisfy their obligations and given the foregoing allegations, ALG would be prejudiced and
7 unable to recover its damages if it were prohibited from proceeding against all Defendants.

8 17. On or about December 13, 2016, Malan retained ALG to represent him in the
9 Matters.

10 18. In pertinent part, ALG agreed to provide legal services to Malan and the Malan
11 Entities in the Matters on an hourly fee basis.

12 19. Malan agreed, on behalf of himself and the Malan Entities, to pay an hourly fee
13 for services and pay an initial retainer. Malan further agreed to keep ALG informed and to pay
14 ALG's bills for costs on time. Specifically, Malan agreed to pay an hourly rate for attorneys
15 ranging from \$175 to \$300 per hour and a paralegal and law clerk rate ranging from \$75.00 to
16 \$95.00 per hour.

17 20. ALG explained the Contract fully and offered fair and reasonable terms. ALG
18 provided Malan a copy of the written hourly fee agreement and gave him an opportunity to seek
19 independent legal advice. ALG secured the written consent of the Malan Entities, through the
20 Malan's written consent, when Malan signed the written hourly fee agreement on December 13,
21 2016 and requested ALG to take on additional work on behalf of Malan and the Malan Entities.

22 21. After Malan signed the Contract, ALG, on his behalf and on behalf of the Malan
23 Entities, investigated applicable land use permit requirements, conditional use permits
24 requirements, filed applications for the same at Malan's request, and represented Malan and the
25 Malan Entities in four separate lawsuits. ALG diligently represented Malan and the Malan
26 Entities in the Matters.

27 22. Malan and the Malan Entities currently owe ALG a balance in connection with
28 the Matters as well as late fees for failing to pay amounts due.

23. ALG has attempted to contact Malan to resolve the outstanding balance to no avail. Malan and the Malan Entities currently owe ALG approximately \$172,669 for services provided and \$19,470 for late payment fees accrued pursuant to the Contract.

FIRST CAUSE OF ACTION

Breach of Contract- Attorney's Fees/Costs

(Against Defendants)

24. Plaintiff incorporates by reference the allegations of paragraphs 1-23 inclusive as if set forth fully herein.

25. ALG represented Malan and the Malan Entities on an hourly fee basis pursuant to the Contract and in connection with the Matters.

26. Malan and the Malan Entities agreed to pay ALG an hourly fee for ALG's representation in qualifying for, applying for, and obtaining land use permits and conditional use permits from the City of San Diego as well as representation in four separate lawsuits.

27. ALG's Contract provided for payment of attorneys' fees and costs on a monthly basis and assessing a late fee equal to one and a half percent (1.5%) of any unpaid balance due if such balance due was not paid within thirty (30) days.

28. ALG represented Malan and the Malan Entities through completion of the Matters pursuant to the Contract. ALG has performed all work required by the Contract.

29. Malan and the Malan Entities have failed to pay according to the Contract and have failed to communicate with ALG according to the Contract.

30. As a direct and proximate result of Malan and the Malan Entities' wrongful conduct, failing to pay legal fees pursuant to the Contract, ALG has been damaged in an amount to be determined at trial but a minimum of \$191,527.99.

31. ALG is entitled to recover in contract for its fees including any costs advanced on behalf of Malan and the Malan Entities.

///

///

///

PRAYER FOR RELIEF

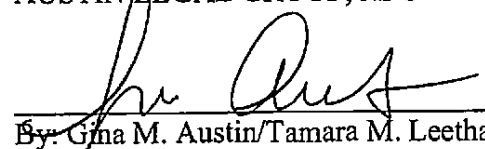
Based upon the foregoing, ALG prays for judgment against Ninus Malan, the Malan Entities, and Does 1-10 as follows:

1. For damages pursuant to the Contract;
2. For costs of suit herein;
3. For such other and further relief as the court may deem to be just and proper;

Dated: May 20, 2019

Respectfully Submitted,

AUSTIN LEGAL GROUP, APC



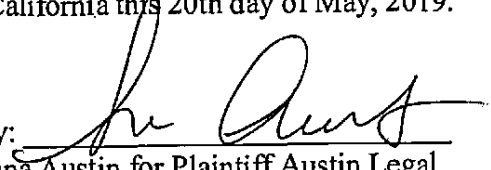
By: Gina M. Austin/Tamara M. Leetham
Attorneys for Austin Legal Group

VERIFICATION

I, Gina Austin, am over the age of 18 and hereby declare:

I am an attorney at plaintiff Austin Legal Group, APC, a California professional corporation. I have read the foregoing Complaint and know its contents. The information in this Complaint is based on my own personal knowledge. The information contain in this Complaint is true except as to matters that are based upon information and belief and as to those matters, I am informed and believe they are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Diego, California this 20th day of May, 2019.

By: 
Gina Austin for Plaintiff Austin Legal
Group, APC

ATTACHMENT 5

Geraci v. Cotton — Reporter's Transcript excerpt. Gina Austin, asked why the interested party was omitted from the ownership disclosure: "We just didn't do it."

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026

Geraci vs. Cotton, et al.

**Reporter's Transcript of Proceedings
July 08, 2019**



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1 judgment or the stipulation amended to say no illegal
2 cannabis activity.

3 So does the City care? I don't know how to
4 answer that.

5 BY MR. AUSTIN:

6 Q All right. So it would be fair to say that the
7 first goal of the regulating agencies in the city and
8 the state is to protect the community and keep these
9 types of individuals who had had illegal activity --
10 illegal cannabis activity going on, the goal would be to
11 keep the public safe?

12 A I don't understand that question. Can you
13 rephrase it?

14 Q No. Cancel that. Sorry. Strike that.

15 So on the 6176 property, Mr. Geraci's name was
16 not used on the CUP application. Correct?

17 A That's correct.

18 Q And was the reason because of his tax business?
19 Is that what you were told?

20 A I don't know if I was told.

21 Q Were you given a reason why Rebecca Berry would
22 be used as the agent?

23 A I -- I don't recall if I was or if I wasn't.
24 I'm trying to think back. I -- I -- I don't know if it
25 was his tax business or -- you know, every year things
26 loosen up a little bit, and there's been a -- always
27 been a fear of federal enforcement. And so I don't
28 remember the exact reason right now.

1 Q So if Ms. Berry was Mr. Geraci's agent,
2 wouldn't you say that in fact Mr. Geraci did have an
3 interest in the CUP?

4 A I'm sorry. The question is I would say that
5 Mr. Geraci has an interest in the CUP because Rebecca
6 Berry was his agent?

7 Q Yes.

8 A Yeah. I believe that they were working
9 together to obtain the CUP.

10 Q So in Exhibit 30, which has already been
11 admitted into evidence, the first page, Part 1, it's
12 fine print. But three lines down, does it not say to
13 list -- and by the list it's referring to -- anyone --

14 THE REPORTER: Can the reporter hear that last
15 part again, and louder Counsel.

16 BY MR. AUSTIN:

17 Q Okay. In Part 1, it refers to the ownership
18 disclosure statement. And three lines down, it says the
19 list must include the names and addresses of all persons
20 who have an interest in the property, recorded or
21 otherwise, and state the type of property interest,
22 including tenants who will benefit from the permit, all
23 individuals who own the property.

24 A Yes.

25 Q So after reading that, why does it seem
26 unnecessary to list Mr. Geraci?

27 A I don't know that it -- it was unnecessary or
28 necessary. We just didn't do it.

ATTACHMENT 6

Geraci v. Cotton — Reporter’s Transcript, cross-examination of Rebecca Berry, the nominal applicant on the 6176 permit. She testified she acted “as the agent for and on behalf of Mr. Geraci” (193:15–18); that his name was omitted because “Mr. Geraci has a federal license” (193:19–22); that she “simply signed” whatever the team gave her, under Geraci’s direction (202:10, 203:14, 207:2); that she “read the first line or two and forwarded it” rather than reading the forms (200:18); that she “did not know who” prepared them (197:8); that she “was not involved” (202:16, 204:18); and that she was never offered or paid any money (203:26–27).

Geraci vs. Cotton, et al.

**Reporter's Transcript of Proceedings
July 03, 2019**



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1 the office.

2 Q And how long have you been in that position?

3 A Almost 15 years.

4 Q So the entire time you've been there?

5 A Yes.

6 Q Now, in -- as you know, this case -- do you
7 know -- do you understand this case involves an attempt
8 to obtain a CUP conditional use permit to operate a
9 dispensary at a property that Mr. Geraci was attempting
10 to purchase?

11 A Yes.

12 Q Okay. Were you the applicant on that CUP
13 application?

14 A Yes.

15 Q Okay. And as -- as the applicant -- as the
16 applicant, did you understand that you were acting at
17 all times as the agent for and on behalf of Mr. Geraci?

18 A Yes.

19 Q Why -- what was your understanding as to why
20 you were the applicant on that CUP application?

21 A Mr. Geraci has a federal license, and we were
22 afraid that it might affect it at some point.

23 Q What lines -- what federal license is that?

24 A He's an enrolled agent.

25 Q And did you have a discussion with him about
26 the fact that there was a possibility or it was unknown
27 whether him being an applicant on the property would
28 affect his enrolled agent license?

2 Q All right. Were there any other reasons that
3 you recall that you were the applicant -- chose to be
4 the applicant on the project?

6 Q Were you willing and -- were you willing to be
7 the applicant on the project as Mr. Geraci's agent?

9 Q Now, in connection with the CUP application
10 project, were you involved at all in the communications
11 with the City?

13 Q Okay. And what was your involvement in
14 communications with the City?

18	Q	Okay.
----	---	-------

20 Q Okay. And so did you also have any
21 communications with the team that Mr. Geraci had put
22 together to pursue the CUP application?

24 Q And -- and which members of the team do you
25 recall having interaction with?

27 Q That's Mr. Schweitzer?

Page 194

1 **Q What did you understand his role as?**

2 A He had something -- he was -- he had an
3 architect company or something like that. And so I -- I
4 wasn't really sure. I didn't know who the people were.
5 And so I would just get this information and direct it
6 to Mr. Geraci and the team for their approval.

7 **Q Okay. So you would receive information from**
8 **the team -- from the team in connection with the CUP**
9 **application?**

10 A Yes.

11 **Q And then what would you do with that**
12 **information?**

13 A I would forward it to Mr. Geraci for his
14 direction.

15 **Q Okay. And then what would happen after you**
16 **forward it to him for his direction?**

17 A He would tell me what to do with it.

18 **Q Okay. And then did you carry out his**
19 **instructions?**

20 A Yes.

21 **Q Did you make any discussions with respect to**
22 **the CUP application?**

23 A No decisions.

24 **Q Now, in connection with the CUP application,**
25 **did you have to sign forms to be submitted to the City**
26 **of San Diego?**

27 A Yes.

28 **Q Okay. Did you prepare those forms?**

1 A No.

2 Q Who prepared those forms?

3 A The team.

4 Q Okay. And, generally, who on the team prepared
5 those forms?

6 A I really don't know because I -- just whoever
7 would give it to me. And -- or through Mr. Geraci, I
8 would sign it and take care of it.

9 MR. WEINSTEIN: Okay. And -- could you bring
10 up Exhibit 34, please.

11 I offer Exhibit 34.

12 THE COURT: Any objection?

13 MR. AUSTIN: No, your Honor.

14 THE COURT: Exhibit 34 will be admitted.

15 (Premarked Joint Exhibit 34, Forms submitted to
16 City of San Diego in relation to 6176 Federal
17 Blvd CUP Application, dated 10/31/16, Form
18 DS-3032 General Application dated 10/31/2016,
19 was admitted into evidence.)

20 BY MR. WEINSTEIN:

21 Q So, Ms. Berry, this is called the general
22 application form. It's the first page of Exhibit 34.

23 Is that your signature at the bottom of the
24 page?

25 A Yes.

26 Q Okay. And did you prepare that form?

27 A No.

28 Q Was it prepared for you?

1 A Yes.

2 Q And did you sign it on or about October 31st,
3 2016?

4 A Yes.

5 Q Okay. When you signed that form, was it your
6 understanding that the form had been prepared under the
7 direction of either Mr. Schweitzer or Ms. Austin?

8 A Simply by the team. I did not know who
9 prepared it.

10 Q Okay. Would you go to the next form, please.
11 The next form is a D.S. 190 form, an affidavit for
12 medical marijuana consumer cooperatives for conditional
13 use permit.

14 Was that one of the forms that you were
15 provided to sign for the CUP application?

16 A Yes.

17 Q Did you prepare that form?

18 A Yes.

19 Q Did you --

20 A I'm sorry. I did not prepare it. I'm so
21 sorry.

22 Q Is that your signature and date at the bottom
23 of the page?

24 A Yes.

25 Q When you signed this form, did you understand
26 that it had been prepared by somebody on the team?

27 A Yes.

28 Q And were you involved in making any decisions

1 as to how this form would be filled out?

2 A No.

3 Q Next document. Okay. This next form is
4 deposit account/financially responsible party. Is that
5 another form that you signed in connection with the CUP
6 application?

7 A Yes.

8 Q Okay. And did you date it, sign it on
9 October 31st, 2016?

10 A Yes.

11 Q And did you prepare that form?

12 A No.

13 Q Did you understand it was prepared by somebody
14 on the team?

15 A Probably, yes.

16 Q And did you understand -- have an understanding
17 as to -- well, do you have any responsible --
18 responsibility for deciding how to fill out the form?

19 A No.

20 Q Okay. The last form, please. Okay. This form
21 is called ownership disclosure statement. Would you go
22 to the signature section.

23 And was this a form that you signed in
24 connection with the CUP application?

25 A Yes.

26 Q Okay. And did you prepare this form?

27 A No.

28 Q Did you understand it was prepared by somebody

1 on your team?

2 A Probably.

3 Q Okay. And did you -- were you responsible for
4 making any determinations as to how to fill out this
5 form?

6 A No.

7 Q So in signing these forms, you were relying on
8 the team to properly prepare the forms?

9 A Yes.

10 Q Did you get involved in any discussions that
11 you recall with them about how to fill these forms out?

12 A No.

13 Q So is it fair to say that your role in
14 connection with the application was simply to be the
15 liaison between the team and the City and Mr. Geraci?

16 A Yes.

17 Q Did you ever become aware of any issues related
18 to problems in getting the CUP application processed,
19 that you recall?

20 A I really didn't get that involved. I knew
21 there were things going on, but I didn't really pay that
22 much attention to it. I wasn't really that involved
23 with it.

24 Q Did you get emails concerning issues regarding
25 the CUP application that you simply forwarded on to
26 Mr. Geraci?

27 A Yes.

28 Q And was he the one making decisions with

1 **respect to those issues?**

2 A Yes.

3 MR. WEINSTEIN: Your Honor, may I have a
4 moment.

5 THE COURT: You may.

6 BY MR. WEINSTEIN:

7 **Q Just in case I missed it, I know it's been**
8 **quick. But am I correct you've never spoken to**
9 **Mr. Cotton?**

10 A No.

11 **Q Have you ever communicated with him by email if**
12 **you're aware?**

13 A He sent one email, but I've never sent him
14 anything.

15 **Q Okay.**

16 A I got one email from him.

17 **Q And what did you do with that email?**

18 A I read the first line or two and forwarded it
19 to Larry.

20 MR. WEINSTEIN: Okay. I think that's all I
21 have, your Honor.

22 THE COURT: All right. Cross-examination.

23 (Cross-examination of Rebecca Berry)

24 BY MR. AUSTIN:

25 **Q Good afternoon, Ms. Berry.**

26 A Good afternoon.

27 **Q So on Exhibit 30, you signed a document saying**
28 **that --**

1 A Do I need to look it up?

2 Q Yeah, if you could. Exhibit 34. On the first
3 page at the very bottom, is that your signature? I
4 think we've already established that it is.

5 A Yes.

6 Q It's dated October -- October 31st. So at that
7 time, do you -- do you know whether Mr. Cotton and
8 Mr. Geraci had entered into a real estate contract?

9 A No.

10 Q And why were you told to be the applicant on
11 this?

12 A Like I said, it was because Larry -- or
13 Mr. Geraci had a federal license.

14 Q So because of this license, you did not -- let
15 me put this differently.

16 So if you go to page 4 on that same exhibit.

17 A Page 4.

18 Q It's fine print, but in Part 1.

19 A Okay.

20 Q Starting at the third sentence, it says the
21 list must include the names and addresses of all persons
22 who have an interest in the property recorded or
23 otherwise and state the type of property interest,
24 whether --

25 A Okay. So you're saying page 4, part 1 to be
26 completed when property is held. Is that what you're
27 talking about?

28 Q That is the section, yes.

1 A Okay. And then what are you saying?

2 Q The third sentence, starting halfway through
3 the third line down.

4 A Okay.

5 Q The list must include the names and addresses
6 of all persons who have an interest in the property.

7 So why upon signing this did you not include
8 Mr. Geraci's name? Did -- was he not to have any
9 interest in the CUP?

10 A I simply signed this. It was filled out by our
11 team and I signed it. Trusting Mr. Geraci and the team.

12 Q Did it concern you at all that this could
13 potentially either lead to the denial of the application
14 for being incomplete or possibly even legal penalties
15 against you?

16 A No. I didn't -- I was not involved in it.

17 Q So you had no concern?

18 A It didn't even -- no. It didn't even enter my
19 mind.

20 Q So on that same page, it's checked off that
21 you're the tenant/lessee.

22 Do you see that a couple lines above your
23 signature there in the --

24 A Yes.

25 Q Okay. And going back a page to page 3, also
26 October 31st, you say you're the president. What are
27 you the president of?

28 A I believe that I put president because I'm the

1 real estate -- I -- I don't even remember. There -- it
2 was -- it seemed like a good reason to do it.

3 Q Okay. So going back another page, page 1, on
4 this page, you check off the part -- there's two
5 options: There's owner and there's agent. You check
6 off owner. Is that correct?

7 A I did not check that box.

8 Q Someone else checked it?

9 A Yes.

10 Q Okay. Then on page 1, that's where it says
11 you're the applicant. So there's just a lot of
12 contradiction. But it didn't matter to you what was
13 being signed?

14 A I simply signed it and under direction from our
15 team.

16 Q Okay.

17 A And Mr. Geraci.

18 Q Have you ever been the applicant on any other
19 CUPs?

20 A No.

21 Q So you have no involvement with any other CUPs
22 at all?

23 A No.

24 Q Okay. Did Mr. Geraci offer to pay you more to
25 sign these documents?

26 A No mention of any money was ever -- never
27 talked about, any money.

28 Q Even in the event of the CUP application being

1 approved?

2 A No.

3 Q Okay. So are you still a real estate broker?

4 A Yes.

5 Q Have -- so as of now, you've definitely seen
6 the November 2nd document that your boss, Mr. Geraci,
7 alleges was the official contract?

8 A Yes.

9 Q You've seen and read it?

10 A Yes.

11 Q Do you feel in your experience and expertise
12 that that contract contains all the essential elements
13 that a California real estate contract should contain?

14 A Quite often buyers and sellers will get into --
15 make up -- get an arrangement together and make up their
16 own contract. It happens a lot.

17 Q Right.

18 A So I was not involved in this.

19 Q Okay. I mean, if someone asks you to write a
20 real estate contract, would yours be at all similar to
21 that particular contract?

22 MR. WEINSTEIN: Object. It's an incomplete
23 hypothetical. Vague and ambiguous.

24 THE COURT: Sustained.

25 BY MR. AUSTIN:

26 Q If someone asked you to complete a real estate
27 contract for them, do you think you would submit a
28 three-sentence document similar to the November 2nd

1 document?

2 MR. WEINSTEIN: Same objection. Still that
3 it's an incomplete hypothetical.

4 THE COURT: Your objection is sustained.
5 BY MR. AUSTIN:

6 Q Looking at that document and knowing California
7 real estate law, what essential terms do you think you
8 would like to see added?

9 A As a real estate agent and licensed broker, I
10 have my own ideas and training about something that I'm
11 an agent for. So if I'm an agent, it's going to be
12 completely different.

13 But, like I said, buyers and sellers will get
14 together and make arrangements all the time. Whatever
15 works for them is -- is perfectly acceptable. Okay.

16 Q Ordinarily, would you prefer to see more
17 specificity and more terms included?

18 MR. WEINSTEIN: Objection. Vague and
19 ambiguous.

20 THE COURT: Sustained.

21 BY MR. AUSTIN:

22 Q Looking at that document, in your estimation,
23 would an escrow company be willing to accept that
24 document?

25 A Yes.

26 Q In your experience, how many three-sentence
27 real estate contracts have you conducted a sale with?

28 A The real estate agent representing a buyer or

1 seller, I would use the CAR -- CAR. But this is between
2 a seller and a buyer. So it's a different arrangement.
3 I have never -- so I -- I believe that Mr. Geraci has --
4 I have seen contracts in this same format.

5 **Q Aren't all real estate purchases sales between**
6 **sellers and buyers?**

7 A Yes. Yes. But if an agent gets involved, it's
8 going to be -- have a whole new set of rules because I'm
9 liable too. Okay.

10 **Q Right.**

11 A Okay.

12 **Q Are you an independent contractor?**

13 A No.

14 **Q Are you a W-2 employee?**

15 A Yes.

16 **Q So even though you didn't read the forms and**
17 **you were just signing what you were told was prepared by**
18 **the team, do you think it's a problem that Mr. Geraci's**
19 **interest was not disclosed anywhere on that form?**

20 MR. WEINSTEIN: Objection. Lacks foundation.

21 BY MR. AUSTIN:

22 **Q Well --**

23 THE COURT: The objection is sustained.

24 BY MR. AUSTIN:

25 **Q So in that first subsection I referred you to,**
26 **it did say -- you read this -- that the list must**
27 **include the names and addresses of all persons that have**
28 **an interest in this property.**

1 **So you didn't see that at all?**

2 A I simply signed it.

3 MR. AUSTIN: Okay. No further questions.

4 THE COURT: Redirect?

5 MR. WEINSTEIN: No, your Honor.

6 THE COURT: May Ms. Berry be excused?

7 MR. WEINSTEIN: Yes, your Honor.

8 THE COURT: Counsel?

9 MR. AUSTIN: No objection.

10 THE COURT: Thank you very much, Ms. Berry.

11 All right. Folks, we've finished the last of
12 our witnesses that we're going to hear from this week.
13 You're off tomorrow. We'll see you bright and early
14 Monday morning on the 11th -- the 8th. July 8th at
15 9 o'clock. Do not form or stress an opinion or discuss
16 the case until deliberations.

17 We'll see you Monday, July 11th. Thank you.

18 All right. The jury has left the courtroom.

19 Let me spend just a moment catching up, making
20 sure we know where we stand.

21 So you ended up finishing two witnesses. I
22 don't know if that's how you expected or are ahead of
23 pace. Who do you have lined up for Monday?

24 MR. WEINSTEIN: So the plan -- I have to get
25 ahold of her, but I believe Gina Austin will start off.
26 She -- and then it will be followed by Mr. Cotton. And
27 then --

28 THE COURT: Mr. Cotton?

ATTACHMENT 7

The City of San Diego pre-approval documents Rebecca Berry submitted for the 6176 Federal Boulevard cannabis application: the executed Ownership Disclosure Statement (Form DS-318, trial Ex. 30) — Cotton as owner, Berry as tenant/lessee, both signed 10/31/2016; the General Application (Form DS-3032, trial Ex. 34), on which Berry appears as the applicant and permit holder and the design professional Abhay Schweitzer certifies the submittal; and the Conditional Use Permit application (MMCC). Across these forms Berry is characterized in differing capacities (tenant/lessee, then applicant/permit holder), while Larry Geraci — the true party in interest — is named on none of them.

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026



City of San Diego
Development Services
1222 First Ave., MS-302
San Diego, CA 92101
(619) 446-5000

Ownership Disclosure Statement

Approval Type: Check appropriate box for type of approval (s) requested: ☐ Neighborhood Use Permit ☐ Coastal Development Permit
☐ Neighborhood Development Permit ☐ Site Development Permit ☐ Planned Development Permit ☒ Conditional Use Permit
☐ Variance ☐ Tentative Map ☐ Vesting Tentative Map ☐ Map Waiver ☐ Land Use Plan Amendment ☐ Other _____

Project Title

Federal Blvd. MMCC

Project Address:

6176 Federal Blvd., San Diego, CA 92114

Project No. For City Use Only

Court's Ex. **030**

Case # 37-2017-00010073-CU-BC-CTL

Rec'd _____

Dept. **C-73** Clk. _____

Part I - To be completed when property is held by Individual(s)

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter, as identified above, will be filed with the City of San Diego on the subject property, with the intent to record an encumbrance against the property. Please list below the owner(s) and tenant(s) (if applicable) of the above referenced property. The list must include the names and addresses of all persons who have an interest in the property, recorded or otherwise, and state the type of property interest (e.g., tenants who will benefit from the permit, all individuals who own the property). A signature is required of at least one of the property owners. Attach additional pages if needed. A signature from the Assistant Executive Director of the San Diego Redevelopment Agency shall be required for all project parcels for which a Disposition and Development Agreement (DDA) has been approved / executed by the City Council. Note: The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process.

Additional pages attached ☐ Yes ☒ No

Name of Individual (type or print):

Darryl Cotton

☒ Owner ☐ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

6176 Federal Blvd

City/State/Zip:

San Diego Ca 92114

Phone No:

(619) 954-4447

Fax No:

Signature:

Date:

10-31-2016

Name of Individual (type or print):

☐ Owner ☐ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

City/State/Zip:

Phone No:

Fax No:

Signature:

Date:

Name of Individual (type or print):

Rebecca Berry

☐ Owner ☒ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

5982 Gullstrand St

City/State/Zip:

San Diego / Ca / 92122

Phone No:

8589996882

Fax No:

Signature:

Date:

10-31-2016

Name of Individual (type or print):

☐ Owner ☐ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

City/State/Zip:

Phone No:

Fax No:

Signature:

Date:

Court's Ex. **034**

Case # 37-2017-00010073-CU-BC-CTL

Rec'd _____

Dept. **C-73** Clk. _____

City of San Diego
Development Services
1222 First Ave., MS-302
San Diego, CA 92101
(619) 446-5000

THE CITY OF SAN DIEGO

General Application

FORM
DS-3032
AUGUST 2013

1. Approval Type: *Separate electrical, plumbing and/or mechanical permits are required for projects other than single-family residences or duplexes* ☐ Electrical/Plumbing/Mechanical ☐ Sign ☐ Structure ☐ Grading ☐ Public Right-of-Way; ☐ Subdivision ☐ Demolition/Removal ☐ Development Approval ☐ Vesting Tentative Map ☐ Tentative Map ☐ Map Waiver ☒ Other: CUP

2. Project Address/Location: *Include Building or Suite No.*

6176 Federal Blvd.

Project Title:

Federal Blvd. MMCC

Project No.: *For City Use Only*

520604

Legal Description: *(Lot, Block, Subdivision Name & Map Number)*

TR#:2 001100 BLK 25*LOT 20 PER MAP 2121 IN* City/Muni/Twp: SAN DIEGO

Assessor's Parcel Number:

543-020-02

Existing Use: ☐ House/Duplex ☐ Condominium/Apartment/Townhouse ☒ Commercial/Non-Residential ☐ Vacant Land

Proposed Use: ☐ House/Duplex ☐ Condominium/Apartment/Townhouse ☒ Commercial/Non-Residential ☐ Vacant Land

Project Description:

The project consists of the construction of a new MMCC facility

3. Property Owner/Lessee Tenant Name: *Check one* ☐ Owner ☒ Lessee or Tenant

Telephone:

Fax:

Rebecca Berry

Address:

City:

State:

Zip Code:

E-mail Address:

5982 Gullstrand Street

San Diego

CA

92122

becky@tfcisd.net

4. Permit Holder Name - This is the property owner, person, or entity that is granted authority by the property owner to be responsible for scheduling inspections, receiving notices of failed inspections, permit expirations or revocation hearings, and who has the right to cancel the approval (in addition to the property owner). SDMC Section 113.0103.

Name:

Telephone:

Fax:

Rebecca Berry

Address:

City:

State:

Zip Code:

E-mail Address:

5982 Gullstrand Street

San Diego

CA

92122

becky@tfcisd.net

5. Licensed Design Professional (if required): (check one) ☒ Architect ☐ Engineer

Name:

Telephone:

License No.: C-19371

Fax:

Michael R Morton AIA

Address:

City:

State:

Zip Code:

E-mail Address:

3956 30th Street

San Diego

CA

92104

6. Historical Resources/Lead Hazard Prevention and Control (not required for roof mounted electric-photovoltaic permits, deferred fire approvals, or completion of expired permit approvals) -

a. Year constructed for all structures on project site: 1951

b. HRB Site # and/or historic district if property is designated or in a historic district (if none write N/A): N/A

c. Does the project include any permanent or temporary alterations or impacts to the exterior (cutting-patching-access-repair, roof repair or replacement, windows added-removed-repaired-replaced, etc)? ☒ Yes ☐ No

d. Does the project include any foundation repair, digging, trenching or other site work? ☒ Yes ☐ No

I certify that the information above is correct and accurate to the best of my knowledge. I understand that the project will be distributed/reviewed based on the information provided.

Print Name: Abhay Schweitzer

Signature: [Signature] Date: 10/28/2016

7. Notice of Violation - If you have received a Notice of Violation, Civil Penalty Notice and Order, or Stipulated Judgment, a copy must be provided at the time of project submittal. Is there an active code enforcement violation case on this site? ☐ No ☐ Yes, copy attached

8. Applicant Name: *Check one* ☐ Property Owner ☐ Authorized Agent of Property Owner ☒ Other Person per M.C. Section 112.0102

Telephone:

Fax:

Rebecca Berry

Address:

City:

State:

Zip Code:

E-mail Address:

5982 Gullstrand Street

San Diego

CA

92122

becky@tfcisd.net

Applicant's Signature: I certify that I have read this application and state that the above information is correct, and that I am the property owner, authorized agent of the property owner, or other person having a legal right, interest, or entitlement to the use of the property that is the subject of this application (Municipal Code Section 112.0102). I understand that the applicant is responsible for knowing and complying with the governing policies and regulations applicable to the proposed development or permit. The City is not liable for any damages or loss resulting from the actual or alleged failure to inform the applicant of any applicable laws or regulations, including before or during final inspections. City approval of a permit application, including all related plans and documents, is not a grant of approval to violate any applicable policy or regulation, nor does it constitute a waiver by the City to pursue any remedy, which may be available to enforce and correct violations of the applicable policies and regulations. I authorize representatives of the city to enter the above-identified property for inspection purposes. I have the authority and grant City staff and advisory bodies the right to make copies of any plans or reports submitted for review and permit processing for the duration of this project.

Signature:

Date:

Rebecca Berry

Oct 31 2016

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DS-3032 (08-13)



City of San Diego
Development Services
1222 First Ave., MS-401
San Diego, CA 92101
(619) 446-5000

Affidavit for Medical Marijuana Consumer Cooperatives for Conditional Use Permit (CUP)

FORM
DS-190
MARCH 2014

The purpose of this affidavit is for the property owner, authorized agent, or business owner of the Medical Marijuana Consumer Cooperative (MMCC) to affirm that all uses within 1,000 feet from the subject property line have been identified, including residential zones within 100 feet, as defined in San Diego Municipal Code (SDMC), Sections 113.0103 and 141.0614.

The proposed MMCC location must be 100 feet from any residential zone and not within 1,000 feet of the property line of the following:

1. Public park
2. Church
3. Child care center
4. Playground
5. City library
6. Minor-oriented facility
7. Other medical marijuana consumer cooperatives
8. Residential care facility
9. Schools

GENERAL INFORMATION

Project Name:

Federal Blvd. MMCC

Project No.: For City Use Only

5201004

Project Address:

6176 Federal Blvd., San Diego, CA 92114

Date Information Verified by Owner or Authorized Agent:

10/28/2016

DECLARATION: *The property owner, authorized agent, or business owner of the Medical Marijuana Consumer Cooperative must complete the following section and sign their name where indicated.*

We are aware that the business described above is subject to the Medical Marijuana Consumer Cooperatives (MMCC) regulated by SDMC, Section 141.0614 and Chapter 4, Article 2, Division 15. We hereby affirm under penalty of perjury that the proposed business location is not within 1,000 feet, measured in accordance with SDMC, Section 113.0225, of the property line of any public park, church, child care center, playground, library owned and operated by the City of San Diego, minor-oriented facility, other medical marijuana consumer cooperative, residential care facility, or schools; and is 100 feet from any residential zone as identified on the 1000-foot radius map and spread-sheet submitted with the Conditional Use Permit application.

Property Owner or Authorized Agent Name: Check one ☒ Owner ☐ Agent

Telephone No.:

Mailing Address:

City:

State:

Zip Code:

Signature:

Date:

Business Owner Name:

Rebecca Berry

Telephone No.:

(858) 999-6882

Mailing Address:

5982 Gullstrand Street

City:

San Diego

State:

CA

Zip Code:

92122

Signature:

Rebecca Berry

Date:

Oct 31 2016

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DS-190 (03-14)



City of San Diego
Development Services
Attn: Deposit Accounts
1222 First Ave., MS-401
San Diego, CA 92101
(619) 446-5000

Deposit Account/Financially Responsible Party

FORM
DS-3242
AUGUST 2014

Project Address/Location: 6176 Federal Blvd. San Diego, CA. 92114
Project No.: 520606 Internal Order No.: For City Use Only

Approval Type: Check appropriate box for type of approval requested:

- ☐ Grading ☐ Public Right-of-Way ☐ Subdivision ☐ Neighborhood Use ☐ Coastal ☐ Neighborhood Development
☐ Site Development ☐ Planned Development ☒ Conditional Use ☐ Variance ☐ Vesting Tentative Map
☐ Tentative Map ☐ Map Waiver ☐ Other: _____

Is the project subject to a Reimbursement Agreement? ☐ No ☐ Yes

If yes, provide Reimbursement Agreement Application Project Number or Resolution/Ordinance No.: _____

Deposit Trust Fund Account Information: A deposit into a Trust Fund account with an initial deposit to pay for the review, inspection and/or project management services is required. The initial deposit is drawn against to pay for these services. The Financially Responsible Party will receive a monthly statement reflecting the charges made against the account, and an invoice when additional deposits are necessary to maintain a minimum balance. The payment of the invoice will be required in order to continue processing your project. At the end of the project, any remaining funds will be returned to the Financially Responsible Party.

FINANCIALLY RESPONSIBLE PARTY

Name/Firm Name:

Address:

E-mail:

Rebecca Berry

5982 Gullstrand Street

City:

State:

Zip Code:

Telephone:

Fax No.:

San Diego

CA

92122

Financially Responsible Party Declaration: I understand that City expenses may exceed the estimated advance deposit and, when requested by the City of San Diego, will provide additional funds to maintain a positive balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the trust account, unless the City of San Diego approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested advance deposit is received.

☐ This is a continuation of existing Project No.: _____ Internal Order No.: _____

NOTE: Using an existing opened account may be allowed when:

1. Same location for both projects;
2. Same Financially Responsible Party;
3. Same decision process (Ministerial and discretionary projects may not be combined);
4. Same project manager is managing both projects; and
5. Preliminary Review results in a project application.

Please be advised: Billing statements cannot distinguish charges between two different projects.

Please Print Legibly.

Print Name:

REBECCA BERRY

Title:

PRESIDENT

Signature*:

Rebecca Berry

Date:

10/31/16

*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer).

FOR CITY USE ONLY

Project Title:

Federal Blvd. mmcc

Date Requested:

10/31/16

☐ Keep existing Project No.: _____ as lead or ☐ Use new Project No.: _____ as lead

ACCOUNT CLOSURE AUTHORIZATION

Date Requested:

☐ Completed

☐ Inactive

☐ Withdrawn

☐ Collections

Print Name:

Signature:

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DS-3242 (08-14)



THE CITY OF SAN DIEGO

City of San Diego
Development Services
1222 First Ave., MS-302
San Diego, CA 92101
(619) 446-5000

Ownership Disclosure Statement

Approval Type: Check appropriate box for type of approval (s) requested: ☐ Neighborhood Use Permit ☐ Coastal Development Permit
☐ Neighborhood Development Permit ☐ Site Development Permit ☐ Planned Development Permit ☒ Conditional Use Permit
☐ Variance ☐ Tentative Map ☐ Vesting Tentative Map ☐ Map Waiver ☐ Land Use Plan Amendment • ☐ Other _____

Project Title

Project No. For City Use Only

Federal Blvd. MMCC

Project Address:

6176 Federal Blvd., San Diego, CA 92114

Part I - To be completed when property is held by Individual(s)

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter, as identified above, will be filed with the City of San Diego on the subject property, with the intent to record an encumbrance against the property. Please list below the owner(s) and tenant(s) (if applicable) of the above referenced property. The list must include the names and addresses of all persons who have an interest in the property, recorded or otherwise, and state the type of property interest (e.g., tenants who will benefit from the permit, all individuals who own the property). A signature is required of at least one of the property owners. Attach additional pages if needed. A signature from the Assistant Executive Director of the San Diego Redevelopment Agency shall be required for all project parcels for which a Disposition and Development Agreement (DDA) has been approved / executed by the City Council. Note: The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process.

Additional pages attached ☐ Yes ☒ No

Name of Individual (type or print):

Darryl Cotton

☒ Owner ☐ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

6176 Federal Blvd

City/State/Zip:

San Diego Ca 92114

Phone No:

(619) 954-4447

Fax No:

Signature:

Date:

10-31-2016

Name of Individual (type or print):

☐ Owner ☐ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

City/State/Zip:

Phone No:

Fax No:

Signature :

Date:

Name of Individual (type or print):

Rebecca Berry

☐ Owner ☒ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

5982 Gullstrand St

City/State/Zip:

San Diego / Ca / 92122

Phone No:

8589996882

Fax No:

Signature :

Date:

10-31-2016

Name of Individual (type or print):

☐ Owner ☐ Tenant/Lessee ☐ Redevelopment Agency

Street Address:

City/State/Zip:

Phone No:

Fax No:

Signature :

Date:

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DS-318 (5-05)

Court's Ex. **026**Case # **37-2017-00010073-CU-BC-CTL**

Rec'd _____

Dept. **C-73** Clk. _____

6176 Federal Blvd., San Diego, CA 92114

CONDITIONAL USE PERMIT

Medical Marijuana Consumer Cooperative

TECHNE
DESIGN | DEVELOPMENT

3926 30th Street, San Diego, CA 92104
techn@techne-us.com gustaf@techne-us.com
o 619-940-5814 m 313-556-5814

CONSULTANTS



Federal Blvd. MMCC
6176 Federal Blvd.
San Diego, CA 92114

OWNER

Rebecca Berry

**STORM WATER QUALITY NOTES -
CONSTRUCTION BMPs**

This project shall comply with all requirements of the permit: California regional water quality control board, San Diego region, order no. 2001.01 NPDES no. Cas010875 (http://www.waterboards.ca.gov/sandiego/water_issues/programs/stormwater/sd_stormwater.shtml) and the City of San Diego Land Development Code (<http://www.sandiego.gov/development-services/industry/landdevcode.shtml>)

Notes 1-6 below represent key minimum requirements for construction BMPs

1. Sufficient BMPs must be installed to prevent silt, mud, or other construction debris from being tracked into the adjacent street(s) or storm water conveyance system due to construction vehicles or any other construction activity. The contractor shall be responsible for cleaning any such debris that may be in the street at the end of each work day or after a storm event that causes a breach in the installed construction BMPs.
2. All stock piles of uncompacted soil and/or building materials that are intended to be left unprotected for a period greater than seven calendar days are to be provided with erosion and sediment controls. Such soil must be protected each day when the probability of rain is 40% or greater.
3. A concrete washout shall be provided on all projects which propose the construction of any concrete improvements that are to be poured in place on the site.
4. All erosion/sediment control devices shall be maintained in working order at all times.
5. All slopes that are created or disturbed by construction activity must be protected against erosion and sediment transport at all times.
6. The storage of all construction materials and equipment must be protected against any potential release of pollutants into the environment.

VICINITY MAP**PROJECT INFORMATION**

PROJECT ADDRESS:	3452 Hancock St. San Diego, CA 92114	6176 Federal Blvd. - MMCC
ASSESSORS PARCEL NUMBER:	543 029 02 00	
LEGAL DESCRIPTION:	Tract No-2 Map Red: 001100. CITY: SAN DIEGO, SUBD: ENCANTO HEIGHTS TR#2 001000 BLK 25* LOT 20 PER MAP 2321 IN* City/Muni/Twp: SAN DIEGO	
YEAR BUILT:	1981	
EXISTING OCCUPANCY CLASSIFICATION:	D Business	
PROPOSED OCCUPANCY CLASSIFICATION:	Office	
EXISTING USE:	Office	
PROPOSED USE:	Medical Marijuana Consumer Cooperative	
CONSTRUCTION TYPE:	TYPE VB - Sprinklered	
NUMBER OF STORIES:	1	
BUILDING HEIGHT:	13'	
LOT AREA (existing):	6,043.3 sf 0.14 ACRES	
LOT AREA (existing):	5,689.8 sf 0.13 ACRES	
GROSS FLOOR AREA (Existing):	2,086.9 sf	
GROSS FLOOR AREA (Proposed):	3,955.0 sf	to be demolished

ZONING INFORMATION

BASE ZONE:	CO-2-1	6176 Federal Blvd. - MMCC
Overlay Zones:		
NUMBER OF BUILDINGS:	1	
SETBACKS:		
FRONT:	10'-0" (min) 25'-0" (max)	
STREET:	10'-0" (min) 25'-0" (max)	
SIDE:	10'-0" (min) 0'-0" (optional)	
REAR:	10'-0" (min) 0'-0" (optional)	
MAX. STRUCTURE HEIGHT:	45'	
MAXIMUM FLOOR AREA RATIO:	0.8 4,534 sf	
PROPOSED FLOOR AREA RATIO:	0.9 3,955.0 sf	
REQUIRED PARKING SPACES:	9 Medical, Dental and Health Practitioners; 4.0 parking spaces per 1,000sf	
PROPOSED PARKING SPACES:	11 includes 1 van accessible space	

SCOPE OF WORK

- This project consists of:
- Construction of new single-story commercial building.
 - Site improvements including parking, lighting and landscaping
 - Irrevocable Offer of Dedication

PROJECT TEAM

OWNER:
Darryl Cotton
TENANT / APPLICANT:
Rebecca Berry
5982 Gullstrand Street
San Diego, CA 92122
DESIGN FIRM:
TECHNE
Project Contact: Abhay Schweitzer - Assoc. AIA
3926 30th Street, San Diego, CA 92104
Phone #: 619-940-5814
email: abhay@techne-us.com
ARCHITECT OF RECORD:
Michael Renee Morton AIA
CA License - C-19371
SURVEYOR:
Lundstrom Engineering

APPLICABLE CODES

- City of San Diego Municipal Code
- 2013 California Building Code
- 2013 California Green Code
- 2013 California Plumbing Code
- 2013 California Electrical Code
- 2013 California Mechanical Code

SHEET INDEX

#	SHEET NAME
0001	Cover Sheet
0002	Admittance Survey
0003	Topographic Survey
0004	Site Plan - Existing
0005	Site Plan - Proposed
0006	Site Plan - (SEPARATION FROM RES. ZONE)
0007	First Floor Plan - Existing
0008	First Floor Plan - Proposed
0009	First Floor Plan - Proposed
0010	Security Plan Diagram - Proposed
0011	Lighting Plan - Proposed
0012	Roof Plan - Proposed
0013	Foundation Details - Proposed

MARK DATE DESCRIPTION

MARK	DATE	DESCRIPTION
11	10/26/16	CUP Completeness Review

PROJECT NO. 1026

CAD DWG FILE: 1026-001.dwg / 1026-001.dwg

DRAWN BY: AS, JLS

CHECKED BY: AS, M-M

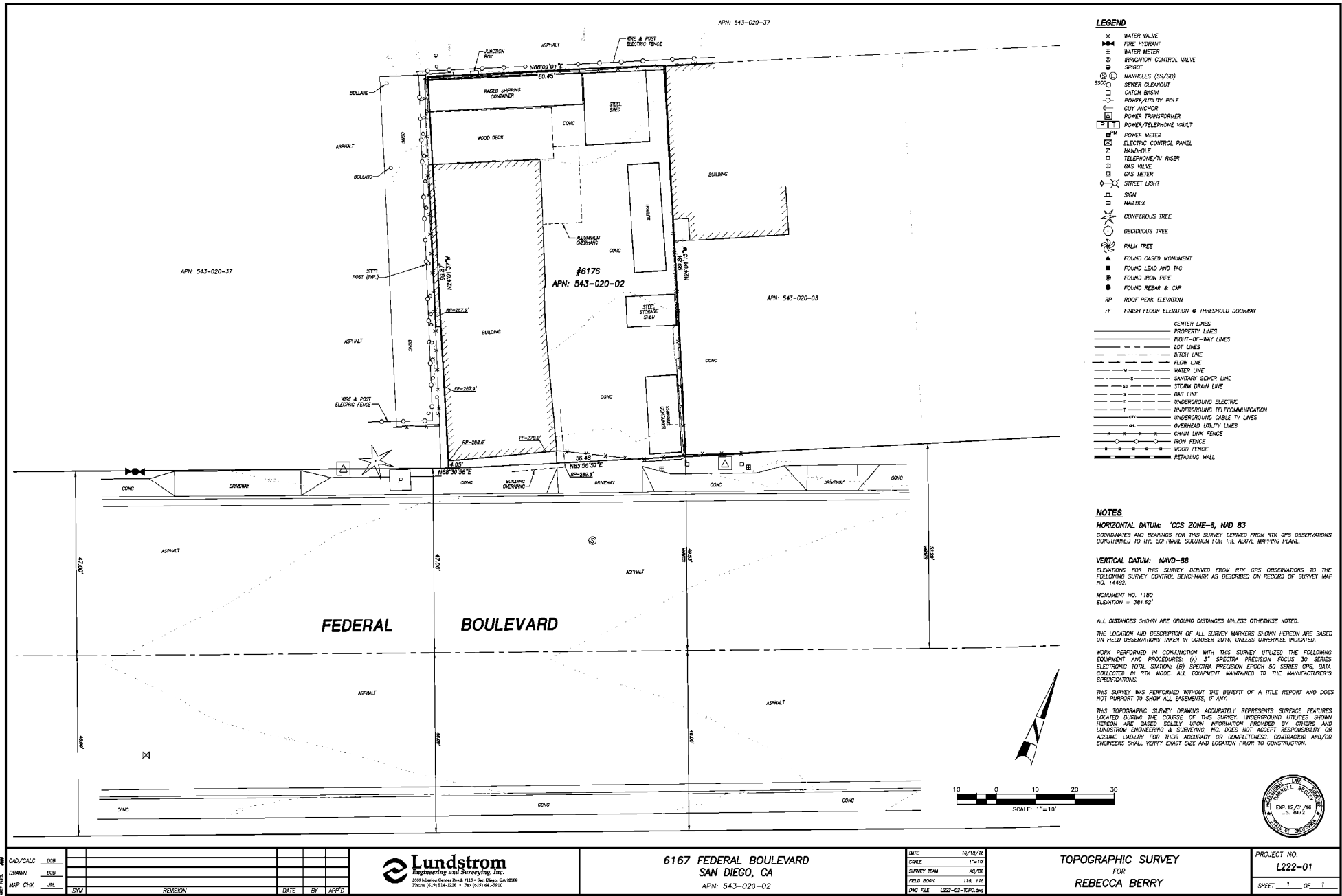
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SHEET TITLE**COVER SHEET**

G001

SHEET 1 OF 14

FILE NAME: N:\Projects\2022\6167_Federal Blvd\6167-02-02.dwg
DATE PLOTTED: 10/19/24
PLOT BY: JLB
PLOT DATE: 10/19/24
PLOT SCALE: 1"=10'



ATTACHMENT 8

City of San Diego Development Services Department permit form (DS-191) for Balboa Ave Cooperative, 8863 Balboa Avenue, Suite E — Ninus Malan identified as the sole responsible person; no other owner disclosed.

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026



City of San Diego
Development Services
1222 First Ave., MS-501
San Diego, CA 92101
(619) 446-5000

Medical Marijuana Consumer Cooperative Permit

FORM
DS-191
FEBRUARY 2015

Pursuant to Chapter 4, Article 2, Division 15 of the San Diego Municipal Code, a permit must be obtained once a Medical Marijuana Consumer Cooperative (MMCC) Conditional Use Permit (CUP) has been approved and prior to operating the MMCC. MMCC Permits issued pursuant to this Division shall be valid for one year. The MMCC must comply with San Diego Municipal Code, Chapter 4, Article 2, Division 15, the regulating CUP, and all applicable City, County, State and Federal Regulations. **Any other permits or licenses required by law must be obtained from the appropriate agency.**

Business Name:

Telephone No.:

Balboa Avenue Cooperative

Business Address:

City:

State:

Zip Code:

8863 Balboa Ave Unit E

San Diego

CA

92123

Conditional Use Permit No.:

Date of Approval:

Recordation Date of CUP:

1296130

07/09/2015

07/29/2015

Conditional Use Permit PTS No.:

CUP Expiration Date:

368347

07/09/2020

The MMCC's responsible person or responsible managing officer must complete the following section and sign where indicated.

I am aware that the business described above is subject to the Medical Marijuana Consumer Cooperative regulations in the San Diego Municipal Code Chapter 4, Article 2, Division 15, and the regulating Conditional Use Permit. MMCC Permits issued pursuant to this Division shall be valid for one year. I have a copy of the aforementioned codes, have read them, and certify that the proposed business will comply with all requirements including, but not limited to, required fingerprinting and criminal history checks of all responsible persons, and limitations related to age of responsible persons.

Ninaus Malan

Responsible Managing Officer or Responsible Person Name:

ninausmalan@yahoo.com

(619) 750-2024

E-mail Address:

Telephone No.:

5065 Logan Ave Suite 101

San Diego

CA

92113

Mailing Address:

City:

State:

Zip Code:

Ninaus Malan,

01/18/17

92105

Signature:

Date:

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DS-191 (02-15)

FOR CITY USE ONLYConditional Use Permit No.: 1296130Recordation Date of CUP: 07/29/2015CUP Expiration Date: 07/09/2020**Staff shall check each box once the item is addressed.**

- ☒ The business address matches the address approved in the Conditional Use Permit for the Medical Marijuana Consumer Cooperative.
- ☒ The responsible person(s)¹ completed and submitted the Live Scan form and Form DS-192 to the San Diego Police Department (SDPD) for a criminal background check. Development Services has received the form back from SDPD verifying that the responsible persons(s) comply with SDMC Section 42.1507.
- ☒ The applicant has been provided copies of San Diego Municipal Code Chapter 4, Division 4, Article 15 and a copy of this permit.
- ☒ This permit and the following have been placed in the original Conditional Use Permit file:
 - ☒ Recorded CUP.
 - ☒ Articles of Incorporation certified by the Secretary of State.
 - ☒ Form DS-192 for each responsible person(s) signed by the SDPD verifying that each responsible person(s) has passed the criminal background check.

☒ **APPROVED** ☐ **DENIED**By: Frouzeh Tirandazi
PRINT NAMEDate: January 30, 2017

1. Responsible persons includes an employee and each person upon whom a duty, requirement or obligation is imposed by this Division, or who is otherwise responsible for the operation, management, direction, or policy of a medical marijuana consumer cooperative. It also includes an employee who is in apparent charge of the medical marijuana consumer cooperative.

ATTACHMENT 9

Geraci v. Cotton — Reporter’s Transcript, cross-examination of Firouzeh Tirandazi (City of San Diego Development Services). The official who processed these permits first testified that identifying everyone involved was “not the purpose of the form” (109:21), then conceded that “anyone who has an interest in the property should be disclosed” — “Yes” (109:22–25).

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Reported By:
Margaret A. Smith
CSR 9733, RPR, CRR
Certified Shorthand Reporter
Job No. 10057775

1 (Cross-examination of Firouzeh Tirandazi)

2 BY MR. AUSTIN:

3 Q Good afternoon.

4 A Good afternoon.

5 Q So, earlier, you were shown some exhibits, some
6 various forms by the DSD. And there are areas where the
7 language requires all people associated with the project
8 be listed, anyone with an interest in the property be
9 listed. Correct?

10 MR. TOOTHACRE: Your Honor, vague and
11 ambiguous. Can we know which exhibit we're referring
12 to?

13 THE COURT: Overruled.

14 THE WITNESS: Is there a specific exhibit?

15 BY MR. AUSTIN:

16 Q Yes. Actually, Exhibit 30. And also 34, there
17 are several other general applications?

18 THE COURT: Which exhibit, Counsel, are you
19 referring to?

20 MR. AUSTIN: Thirty.

21 THE COURT: All right.

22 THE WITNESS: This is the ownership disclosure
23 statement.

24 BY MR. AUSTIN:

25 Q Yes. Look at Section 1. It does say anyone --
26 it's about three lines down. It says anyone with any
27 interest should be listed on this form.

28 Is that -- should we take that literally, or is

1 the City not very -- not very specific with that
2 language?

3 MR. TOOTHACRE: Vague, ambiguous, your Honor.

4 THE COURT: Do you understand the question,
5 ma'am?

6 THE WITNESS: I do.

7 THE COURT: Please answer.

8 The objection is overruled.

9 Please answer it.

10 THE WITNESS: So this form is submitted with
11 the application. It needs to identify the property
12 owner, the individual that's on the grant deed
13 associated with the property. If it's an LLC, then
14 typically we do request an attachment that includes all
15 the names and officers of the LLC or the corporation
16 that have an interest in the property.

17 BY MR. AUSTIN:

18 Q Okay. So the City of San Diego wants to know
19 everyone who is actually involved with the CUPs.
20 Correct?

21 A That's not the purpose of this form.

22 Q Not that form, but overall for the CUPs, anyone
23 who has an interest in the property should be disclosed.
24 Correct?

25 A Yes.

26 Q Okay. All right. I guess what I was trying to
27 ask is, is the request literal, or just a suggestion
28 when it says to list everyone involved? Because it

1 sounds -- it sounds like everyone needs to be listed,
2 when you say even an LLC will include attachments with
3 all names of all people.

4 A I guess I don't understand what you mean by
5 "everyone." This is information that is provided to the
6 City by the applicant. So by submitting this and
7 signing it, they're letting the City know that these are
8 the people of -- the property owner and the permittee.

9 Q Thank you.

10 So I assume you're very familiar with San Diego
11 Municipal Code and ordinances. Correct?

12 A To some extent, I'm familiar.

13 Q To some extent.

14 Well, as they relate to marijuana law and
15 processing of CUPs specifically.

16 A I do. But I still do refer to the Municipal
17 Code.

18 Q Yes. I mean, they are very lengthy. So that
19 only makes sense.

20 Are you familiar with a change to the City --
21 the San Diego City Ordinance 20990 -- or 200797? It was
22 passed in -- it was amended and passed in February 22nd,
23 2017.

24 A Is that the -- what -- do you have a title for
25 that ordinance? Is the one that established the
26 marijuana outlet use?

27 Q That's precisely what it is.

28 A Okay.

ATTACHMENT 10

Geraci v. Cotton — Reporter’s Transcript, testimony of Abhay Schweitzer (principal/CEO of TECHNE, the land-use firm that prepared and submitted the 6176 application): he had worked on “probably around 30 or 40” cannabis outlets in California, “around 20 currently” active (168–169), and the City Ownership Disclosure Statement is a required form that was submitted (199).

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026

Geraci vs. Cotton, et al.

**Reporter's Transcript of Proceedings
July 08, 2019**



www.apтусCR.com / 866.999.8310

1 THE COURT: All right. Counsel, are you
2 reserving your right to conduct your examination of
3 Mr. Cotton in your case in chief?

4 MR. AUSTIN: Yes, your Honor.

5 THE COURT: All right. Thank you very much.
6 You can step down, Mr. Cotton.

7 All right. Counsel, your next witness?

8 MR. TOOTHACRE: Yes, your Honor. Plaintiff
9 would call Mr. Abhay Schweitzer.

10 THE COURT: Is he in the hallway?

11 MR. TOOTHACRE: I think so.

12 THE COURT: All right. Would you retrieve the
13 next witness, Madam Deputy.

14 THE BAILIFF: Yes, your Honor.

15 THE COURT: Good afternoon, sir. Would you
16 follow the directions of my deputy and my clerk, please.

17

18 Abhay Schweitzer,
19 being called on behalf of the Plaintiff/Cross-Defendant,
20 having been first duly sworn, testified as follows:

21

22 THE CLERK: Please state your full name and
23 spell your first and last name for the record.

24 THE WITNESS: Abhay, A-b-h-a-y, last name
25 S-c-h-w-e-i-t-z-e-r.

26 THE COURT: Whenever you're ready, Counsel.

27 MR. TOOTHACRE: Thank you, your Honor.

28 \ \ \

1 do with marijuana, principals or CUP applications or any
2 of that?

3 A Our firm currently has seven employees. On
4 most projects, except for the admin, which is just one
5 employee, typically, everybody would play a role in that
6 project. So there isn't an exclusive cannabis team, so
7 to speak. But I am involved in every single cannabis
8 project that we do.

9 Q Okay. When did TECHNE have its first
10 cannabis-related product -- project?

11 A From what I recall, it was around 2013, and
12 this was in Oakland, I believe. Oakland or Richmond.
13 That's in the Bay Area. That was our first project.

14 Q Okay. And how many CUP -- or medical marijuana
15 outlets have you worked on in the interim between 2013
16 and Mr. Geraci's project?

17 A Only here in San Diego, or totality?

18 Q Let's start with the broader picture. How many
19 overall?

20 A I think we've worked on probably around 30 or
21 40.

22 Q All in California?

23 A Yes.

24 Q Okay. What are some of the cities you've
25 worked on, those sorts of CUPs?

26 A City of La Mesa, County of San Diego. Ramona,
27 to be specific. City of San Diego, of course. City of
28 Chula Vista. Also City of Santa Barbara. Oakland.

1 City of Oakland. And then City of Richmond. Those are
2 the ones I recall now.

3 **Q Okay. Does TECHNE currently have any active**
4 **marijuana cases going?**

5 A Yes. If you're asking do we have any active
6 marijuana projects, yes.

7 **Q And how many do you believe you have going at**
8 **the current time?**

9 A Around 20 currently.

10 **Q And what is your role at TECHNE?**

11 A I am the principal and the CEO. So I play both
12 roles. I play a technical role as the principal to
13 oversee the staff in their day-to-day work as it relates
14 to projects.

15 I also manage some of the projects myself. We
16 have other staff that do that function, but I take on
17 that as well.

18 I often meet with clients when we have
19 hearings, and in our case, it would typically be in
20 front of a planning commission or the City Council. I'm
21 the one that almost 100 percent of the time presents
22 representing the firm at those hearings.

23 And then my role as the CEO has more to do with
24 the direction of the business, the financial aspect of
25 it, some of the day-to-day things that are not project
26 related.

27 **Q Okay. Are you familiar with Mr. Geraci?**

28 A Yes.

1 (Premarked Joint Exhibit 22, Email to Becky
2 Berry from Abhay Schweitzer Fwd Federal Blvd.,
3 dated 10/26/16 with attachment Blank City of
4 San Diego Ownership Disclosure Statement,
5 Form DS-318, was admitted into evidence.)

6 BY MR. TOOTHACRE:

7 **Q All right. Mr. Schweitzer, Exhibit 22 appears**
8 **to be an ownership disclosure statement. Is that**
9 **correct?**

10 A Yes.

11 **Q And what is the -- what is an ownership**
12 **disclosure statement?**

13 A So an ownership disclosure statement, this is a
14 form that the City of San Diego prepares. They provide
15 it to us in blank format, and we're required to have it
16 filled in and submitted as part of this type of
17 approval.

18 **Q Okay. And do you know whether or not one of**
19 **these was submitted in this case?**

20 A I know that it was submitted because there is a
21 step in the submittal process where they check to make
22 sure that you have a list of documents, drawings, and
23 forms. This is one of the forms. So we wouldn't be
24 able to submit unless we provided this form.

25 **Q Okay. And is there a requirement by the City**
26 **to submit a check with your submittal on the CUP**
27 **application?**

28 A Yes.

1 MR. TOOTHACRE: And, your Honor, I'd move 23
2 into evidence.

3 THE COURT: Any objection?

4 MR. AUSTIN: No objection.

5 THE COURT: Exhibit 23 will be admitted.
6 (Premarked Joint Exhibit 23, Email to Rebecca
7 Berry from Abhay Schweitzer re Invoice #339 from
8 TECHNE City fees (Federal Blvd), dated 10/26/16
9 with attached TECHNE Invoice No. 339, dated
10 10/26/16, was admitted into evidence.)

11 BY MR. TOOTHACRE:

12 Q Exhibit 23 -- well, what is Exhibit 23,
13 Mr. Schweitzer?

14 A Exhibit 23 contains an invoice which was
15 generated by my firm, and then the email that we sent
16 that invoice electronically with.

17 Q And what was the invoice representing?

18 A It was representing the deposit that would have
19 to be made to the City of San Diego in order to start
20 the review or start the process of obtaining this
21 conditional use permit.

22 Q Okay. How much was that particular charge?

23 A \$8,800.

24 Q Is that a standard charge for each submittal on
25 a CUP?

26 A So how the City approaches it -- and this
27 value, unfortunately, they adjust it quite frequently --
28 even though we don't like that -- this is what has to be

ATTACHMENT 11

Techne expense summary (trial Ex. 147) — the payment ledger for the 6176 application: \$86,631.75 paid to the land-use firm TECHNE; invoices issued to Rebecca Berry; payments drawn on the Bank of America account of LST Investments LLC (Larry Geraci's entity).

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026

Court's Ex. **147**
Case # 37-2017-00010073-CU-BC-CTL
Rec'd _____
Dept. **C-73** Clk. _____

Techne

Date	Check #	Amount
10.05.16	Cash	6,000.00
10.31.16	3640	8,800.00
04.10.17	4470	2,500.00
04.13.17	4471	367.52
10.23.17	4480	21,305.14
05.14.18	4489	6,555.31
06.27.18	4494	5,148.27
10.23.18	4504	10,000.00
11.07.18	4507	13,118.29
12.04.18	4510	7,245.20
12.04.18	4511	2,592.02
04.15.19	1247	3,000.00
		86,631.75

Invoice Number: 734407



Status: Paid

Issued: 10/31/2016 02:51 PM Gonzalez, Dolores

Voided:

Customer: Berry, Rebecca

Firm:

Payment: On: 10/31/2016 03:46 PM To: Wilkins, Jenni

Payment Method Document Refundable To P4
Check 3640 Rebecca A Berry \$8,

\$8,

Development: 327754 Devel Num 327754

Project: 520606 Federal Blvd MMCC

Job: 1002936 Project

Project Manager: Gonzalez, Dolores

Approval: 18 26167 PRJ Project Approval

Fee Description	Quantity	Units	Fee Amount
Close Out Fee	1.00	Each	\$545.00
Deposit Account	8,245.00	Dollars	\$8,245.00
Mapping	1.00	Each	\$10.00

Approval Total: \$8,800.00

Job Total: \$8,800.00

Project Total: \$8,800.00

Invoice Total: \$8,800.00

Reimbursable Expense	[1626] Federal Blvd. MMCC - 09/07/2017 - Mileage / Saul Valladares	8.00	\$0.58 USD	\$4.64 USD
Reimbursable Expense	[1626] Federal Blvd. MMCC - 09/07/2017 - Mileage / Saul Valladares	16.00	\$0.58 USD	\$9.28 USD
Reimbursable Expense	[1626] Federal Blvd. MMCC - 09/07/2017 - Reproductions / Saul Valladares: Reproductions of Chains of Title documents at the County Administration Building.	1.00	\$22.00 USD	\$22.00 USD
Reimbursable Expense	[1626] Federal Blvd. MMCC - 09/08/2017 - Mileage / Saul Valladares	9.00	\$0.58 USD	\$5.22 USD
Reimbursable Expense	[1626] Federal Blvd. MMCC - 09/18/2017 - Reproductions / Saul Valladares	1.00	\$15.41 USD	\$15.41 USD
Reimbursable Expense	[1626] Federal Blvd. MMCC - 09/18/2017 - Reproductions / Saul Valladares	1.00	\$767.70 USD	\$767.70 USD
			Subtotal	\$21,305.14 USD
			Payments	-\$21,305.14 USD
			Amount Due	\$0.00 USD

Notes

Payment methods:

If paying by check, make checks out to TECHNE.

If paying by wire transfer, instructions will be sent attached to invoice.

Thank you for your business.

TECHNE

ATTACHMENT 12

City of San Diego v. Larry Geraci, et al. (San Diego Super. Ct. No. 37-2014-00020897-CU-MC-CTL) — Judgment and Permanent Injunction enjoining operation of the unpermitted “Tree Club” marijuana dispensary and imposing \$25,000 in civil penalties.

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026

FILED
Clerk of the No Fee GC \$6103
OCT 27 2014
By: DJ JELLISON, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

CITY OF SAN DIEGO, a municipal
corporation,

Plaintiff,

v.

THE TREE CLUB COOPERATIVE, INC., a
California corporation;
JONAH McCLANAHAN, an individual;
JOHN C. RAMISTELLA, an individual;
JL 6th AVENUE PROPERTY, LLC, a
California limited liability company;
LAWRENCE E. GERACI, also known as
LARRY GERACI, an individual;
JEFFREY KACHA, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2014-00020897-CU-MC-CTL

JUDGE: RONALD S. PRAGER

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION; JUDGMENT THEREON
[CCP § 664.6]

IMAGED FILE

Plaintiff City of San Diego, a municipal corporation, appearing by and through its
attorneys, Jan I. Goldsmith, City Attorney, and by Marsha B. Kerr, Deputy City Attorney, and
Defendants JL 6th AVENUE PROPERTY, LLC, a California limited liability company;
LAWRENCE E. GERACI, aka LARRY GERACI, an individual; and JEFFREY KACHA, an
individual, appearing by and through their attorney, Joseph S. Carmellino, enter into the
following Stipulation for Entry of Final Judgment in full and final settlement of the above-
captioned case without trial or adjudication of any issue of fact or law, and agree that a final
judgment may be so entered:

L:\CEU\CASE.ZNI\762.mk\pleadings\Stip JL 6th, Kacha,
Geraci.docx

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1 1. This Stipulation for Entry of Final Judgment (Stipulation) is executed between and
2 among Plaintiff City of San Diego, a municipal corporation, and Defendants JL 6th AVENUE
3 PROPERTY, LLC; LAWRENCE E. GERACI, aka LARRY GERACI; and JEFFREY KACHA
4 only, who are named parties in the above-entitled action (collectively, "Defendants").

5 2. The parties to this Stipulation are parties to a civil suit pending in the Superior Court
6 of the State of California for the County of San Diego, entitled *City of San Diego, a municipal*
7 *corporation v., The Tree Club Cooperative, Inc., a California corporation; Jonah McClanahan,*
8 *an individual; John C. Ramistella, an individual; JL 6th Avenue Property, LLC, a California*
9 *limited liability company; Lawrence E. Geraci, also known as Larry Geraci, an individual;*
10 *Jeffrey Kacha, an individual; and DOES 1 through 50, inclusive,* Case No. 37-2014-00020897-
11 CU-MC-CTL. This Stipulation does not affect *City of San Diego v. Tycel Cooperative, Inc., et al.,*
12 San Diego Superior Court case No. 37-2014-00025378-CU-MC-CTL, which is a separate case to
13 be considered separately.

14 3. The parties wish to avoid the burden and expense of further litigation and accordingly
15 have determined to compromise and settle their differences in accordance with the provisions of
16 this Stipulation. Neither this Stipulation nor any of the statements or provisions contained herein
17 shall be deemed to constitute an admission or an adjudication of any of the allegations of the
18 Complaint. The parties to this Stipulation agree to resolve this action in its entirety as to them and
19 only them by mutually consenting to the entry of this Stipulation in its Entirety and Permanent
20 Injunction by the Superior Court.

21 4. The address where the tenant Defendants were maintaining a marijuana dispensary
22 business is 1033 Sixth Avenue, San Diego, California, 92101, also identified as Assessor's Parcel
23 Number 534-186-04-00 (PROPERTY).

24 5. The PROPERTY is owned by JL 6th AVENUE PROPERTY, LLC (JL), according to
25 San Diego County Recorder's Grant Deed, Document No. 2012-0184893, recorded March 29,
26 2012. Defendants GERACI and KACHA are members of JL and hereby certify they have
27 authority to sign for and bind JL herein.

28 ///

1 6. The legal description of the PROPERTY is:

2 THE NORTH HALF OF LOT D IN BLOCK 34 OF HORTON'S ADDITION, IN THE
3 CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MADE
4 BY L.L. LOCKLING FILED JUNE 21, 1871 IN BOOK 13, PAGE 522 OF DEEDS, IN
THE OFFICE OF THE COUNTY OF SAN DIEGO COUNTY.

5 7. This action is brought under California law and this Court has jurisdiction over the
6 subject matter, the PROPERTY, and each of the parties to this Stipulation.

7 **INJUNCTION**

8 8. The provisions of this Stipulation are applicable to Defendants, their successors and
9 assigns, agents, officers, employees, representatives, and tenants, and all persons, corporations or
10 other entities acting by, through, under or on behalf of Defendants, and all persons acting in
11 concert with or participating with Defendants with actual or constructive knowledge of this
12 Stipulation and Injunction. **Effective immediately upon the date of entry of this Stipulation,**
13 Defendants and all persons mentioned above are hereby enjoined and restrained pursuant to San
14 Diego Municipal Code (SDMC) sections 12.0202 and 121.0311, California Code of Civil
15 Procedure section 526, and under the Court's inherent equity powers, from engaging in or
16 performing, directly or indirectly, any of the following acts:

17 a. Keeping, maintaining, operating, or allowing the operation of an unpermitted
18 marijuana dispensary, collective or cooperative at the PROPERTY, including but not limited to, a
19 marijuana dispensary, collective, or cooperative in violation of the San Diego Municipal Code.

20 b. Defendants shall not be barred in the future from any legal and permitted use of
21 the PROPERTY.

22 **COMPLIANCE MEASURES**

23 **DEFENDANTS agree to do the following at the PROPERTY:**

24 9. **Within 24 hours from the date of signing this Stipulation,** cease maintaining,
25 operating, or allowing at the PROPERTY any commercial, retail, collective, cooperative, or
26 group establishment for the growth, storage, sale, or distribution of marijuana, including but not
27 limited to any marijuana dispensary, collective, or cooperative organized pursuant to the
28 California Health and Safety Code.

1 10. The Parties acknowledge that where local zoning ordinances allow the operation of a
2 marijuana dispensary, collective or cooperative as a permitted use in the City of San Diego, then
3 Defendants will be allowed to operate or maintain a marijuana dispensary, collective or
4 cooperative in the City of San Diego as authorized under the law after Defendants provide the
5 following to Plaintiff in writing:

- 6 a. Proof that the business location is in compliance with the ordinance; and
7 b. Proof that any required permits or licenses to operate a marijuana dispensary,
8 collective or cooperative have been obtained from the City of San Diego as required by the
9 SDMC.

10 11. If the marijuana dispensary that is operating at the PROPERTY, including but
11 not limited to, The Tree Club Cooperative, Inc., Jonah McClanahan and John C.
12 Ramistella, does not agree to immediately voluntarily vacate the premises, then within 24
13 hours from the date of signing this Stipulation, DEFENDANTS shall in good faith use all legal
14 remedies available to evict the marijuana dispensary business known as The Tree Club
15 Cooperative, Inc., Jonah McClanahan and John C. Ramistella or the appropriate party responsible
16 for the leasehold and operation of the marijuana dispensary, including but not limited to,
17 prosecuting an unlawful detainer action.

18 12. Within 24 hours from the date of signing this Stipulation, remove all signage from
19 the exterior of the premises advertising a marijuana dispensary, including but not limited to,
20 signage advertising The Tree Club Cooperative.

21 13. Within 24 hours from the date of signing this Stipulation, post a sign for a
22 minimum of 60 calendar days, conspicuously visible from the exterior of the PROPERTY stating
23 in large bold font and capital letters that can be seen from the public right way, that "The Tree
24 Club Cooperative" is permanently closed and that there is no dispensary operating at this address.

25 14. Allow personnel from the City of San Diego access to the PROPERTY to inspect for
26 compliance upon 24-hour verbal or written notice. Inspections shall occur between the hours of
27 8:00 a.m. and 5:00 p.m.
28

1 15. When this Stipulation has been filed with the Court, Jeffrey Kacha will personally
2 pick up a conformed copy of the Stipulation and Order from the Office of the City Attorney. He
3 or his attorney will contact the City's investigator, Connie Johnson, at 619-533-5699 within 15
4 days of the filing of this Stipulation to set a time for Mr. Kacha to pick up the conformed copy.

5 **MONETARY RELIEF**

6 16. Within 15 calendar days from the date of signing this Stipulation, Defendants
7 shall pay Plaintiff City of San Diego, for Development Services Department, Code Enforcement
8 Section's investigative costs, the amount of \$281.93. Payment shall be in the form of a certified
9 check, payable to the "City of San Diego," and shall be in full satisfaction of all costs associated
10 with the City's investigation of this action to date. The check shall be mailed or personally
11 delivered to the Office of the City Attorney, 1200 Third Avenue, Suite 700, San Diego, CA
12 92101, Attention: Marsha B. Kerr.

13 17. Commencing within 30 days of signing this Stipulation, Defendants shall pay to
14 Plaintiff City of San Diego civil penalties in the amount of \$25,000, pursuant to SDMC section
15 12.0202(b) in full satisfaction of all claims against Defendants arising from any of the past
16 violations alleged by Plaintiff in this action. \$19,000 of these penalties is immediately
17 suspended. These suspended penalties shall only be imposed if Defendants fail to comply with
18 the terms of this Stipulation. Plaintiff City of San Diego agrees to notify Defendants in writing if
19 imposition of the penalties will be sought by Plaintiff and on what basis. Civil penalties in the
20 amount of \$6,000 shall be paid in 15 monthly installments of \$400.00 each, at 30-day intervals
21 following the date of the first payment as specified above, in the form of a certified check,
22 payable to the "City of San Diego," and delivered to the Office of the City Attorney, Code
23 Enforcement Unit, 1200 Third Avenue, Suite 700, San Diego, California 92101, Attention:
24 Marsha B. Kerr.

25 **ENFORCEMENT OF JUDGMENT**

26 18. In the event of default by Defendants as to any amount due under this Stipulation, the
27 entire amount due shall be deemed immediately due and payable as penalties to the City of San
28 Diego, and Plaintiff shall be entitled to pursue any and all remedies provided by law for the

1 enforcement of this Stipulation. Further, any amount in default shall bear interest at the prevailing
2 legal rate from the date of default until paid in full.

3 19. Nothing in this Stipulation shall prevent any party from pursuing any remedies as
4 provided by law to subsequently enforce this Stipulation or the provisions of the SDMC,
5 including criminal prosecution and civil penalties that may be authorized by the court according
6 to the SDMC at a cumulative rate of up to \$2,500 per day per violation.

7 20. Defendants agree that any act, intentional or negligent, or any omission or failure by
8 their contractors, successors, assigns, partners, members, agents, employees or representatives to
9 comply with the requirements set forth in Paragraphs 8-17 above will be deemed to be the act,
10 omission, or failure of Defendants and shall not constitute a defense to a failure to comply with
11 any part of this Stipulation. Further, should any dispute arise between any contractor, successor,
12 assign, partner, member, agent, employee or representative of Defendants for any reason,
13 Defendants agree that such dispute shall not constitute a defense to any failure to comply with
14 any part of this Stipulation, nor justify a delay in executing its requirements.

15 **RETENTION OF JURISDICTION**

16 21. The Court will retain jurisdiction for the purpose of enabling any of the parties to this
17 Stipulation to apply to this Court at any time for such order or directions that may be necessary or
18 appropriate for the construction, operation or modification of the Stipulation, or for the
19 enforcement or compliance therewith, pursuant to Code of Civil Procedure 664.6.

20 **RECORDATION OF JUDGMENT**

21 22. A certified copy of this Judgment shall be recorded in the Office of the San Diego
22 County Recorder pursuant to the legal description of the PROPERTY.

23 **KNOWLEDGE AND ENTRY OF JUDGMENT**

24 23. By signing this Stipulation, Defendants admit personal knowledge of the terms set
25 forth herein. Service by mail shall constitute sufficient notice for all purposes.

26 ///

27

28

24. The clerk is ordered to immediately enter this Stipulation.

IT IS SO STIPULATED.

Dated: OCT. 21, 2014

JAN I. GOLDSMITH, City Attorney

By

Marsha B. Kerr
Marsha B. Kerr
Deputy City Attorney
Attorneys for Plaintiff

Dated: 7/26 2014

JL 6TH AVENUE PROPERTY, LLC

By

[Signature]
Member

Dated: 10-21-14 2014

[Signature]
Lawrence E. Geraci aka Larry Geraci, an individual

Dated: 9/26 2014

[Signature]
Jeffrey Kacha

Dated: 9/26 2014

[Signature]
Joseph S. Carmellino, Attorney for
Defendants JL 6th Avenue Property, LLC,
Lawrence E. Geraci aka Larry Geraci and
Jeffrey Kacha

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Geraci.docx

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STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION

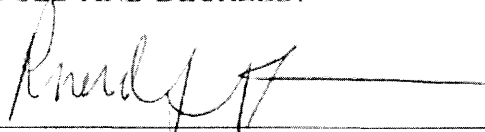
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ORDER

Upon the stipulation of the parties hereto and upon their agreement to entry of this Stipulation without trial or adjudication of any issue of fact or law herein, and good cause appearing therefor, IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 10/27/14



JUDGE OF THE SUPERIOR COURT

RONALD S. PRAGER

37-2014-00020897-CU-MC-CTL

ATTACHMENT 13

City of San Diego v. CCSquared Wellness Cooperative, et al. (San Diego Super. Ct. No. 37-2015-00004430-CU-MC-CTL) — Judgment and Permanent Injunction enjoining operation of the unpermitted “CCSquared” marijuana dispensary and imposing \$75,000 in civil penalties.

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026

FILED
Clerk of the Superior Court

JUN 17 2015

FILED
Clerk of the Superior Court

JUN 17 2015

By: H. CHAVARIN, Deputy
JUN 11 PM 1:37

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

CITY OF SAN DIEGO, a municipal
corporation,

Plaintiff,

v.

CCSQUARED WELLNESS COOPERATIVE,
a California corporation;
BRENT MESNICK, an individual;
JL INDIA STREET, LP, formerly known as JL
INDIA STREET, LLC;
JEFFREY KACHA, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2015-00004430-CU-MC-CTL

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION; JUDGMENT THEREON
[CCP § 664.6]

IMAGED FILE

1. Plaintiff, City of San Diego, a municipal corporation, appearing by and through its attorneys, Jan I. Goldsmith, City Attorney, and Marsha Kerr, Deputy City Attorney; and Defendants, JL INDIA STREET, LP, formerly known as JL INDIA STREET, LLC; JEFFREY KACHA; and LAWRENCE E. GERACI, aka LARRY GERACI (Doe 1) (collectively, "Defendants"), appearing by and through their attorney, Joseph Carmellino, Esq., enter into the following Stipulation for Entry of Final Judgment (Stipulation) in full and final settlement of the above-captioned case without trial or adjudication of any issue of fact or law, and agree that a final judgment may be so entered.

///

2. The parties to this Stipulation are parties in two civil actions pending in the Superior Court of the State of California for the County of San Diego. It is the intention of the parties that the terms of this Stipulation constitute a global settlement of the following cases:

a. *City of San Diego v. CCSquared Wellness Cooperative, et al.*, Case No. 37-2015-00004430-CU-MC-CTL.

b. *City of San Diego v. LMJ 35th Street Property LP, et al.*, Case No. 37-2015-000000972.

3. The parties wish to avoid the burden and expense of further litigation and accordingly have determined to compromise and settle their differences in accordance with the provisions of this Stipulation. Neither this Stipulation nor any of the statements or provisions contained herein shall be deemed to constitute an admission or an adjudication of any of the allegations of the Complaint. The parties to this Stipulation agree to resolve this action in its entirety as to them and only them by mutually consenting to the entry of this Stipulation in its Entirety and Permanent Injunction by the Superior Court.

4. The address where the Defendants were maintaining a marijuana dispensary business at all times relevant to this action is 3505 Fifth Avenue, San Diego, also identified as Assessor's Parcel Number 452-407-17-00 (PROPERTY). The PROPERTY is currently owned by JL INDIA STREET, LP, formerly known as JL INDIA STREET, LLC.

5. The legal description of the PROPERTY is:

Lot 3 in block 45 of loma grande, in the city of San Diego, County of San Diego, State of California, according to Map thereof No. 692, filed in the Office of the County Recorder of San Diego County, November 23, 1891.

6. This action is brought under California law and this Court has jurisdiction over the subject matter, the PROPERTY, and each of the parties to this Stipulation.

INJUNCTION

7. The provisions of this Stipulation are applicable to Defendants, their successors and assigns, agents, officers, employees, representatives, and tenants, and all persons, corporations or other entities acting by, through, under or on behalf of Defendants, and all persons acting in concert with or participating with Defendants with actual or constructive knowledge of this

1 Stipulation and Injunction. **Effective immediately upon the date of entry of this Stipulation,**
2 Defendants and all persons mentioned above are hereby enjoined and restrained pursuant to San
3 Diego Municipal Code (SDMC) sections 12.0202 and 121.0311, California Code of Civil
4 Procedure section 526, and under the Court's inherent equity powers, from engaging in or
5 performing, directly or indirectly, any of the following acts:

6 Keeping, maintaining, operating or allowing any commercial, retail, collective,
7 cooperative or group establishment for the growth, storage, sale or distribution of marijuana,
8 including, but not limited to, any marijuana dispensary, collective or cooperative organized
9 anywhere in the City of San Diego without first obtaining a Conditional Use Permit pursuant to
10 the San Diego Municipal Code.

11 COMPLIANCE MEASURES

12 **DEFENDANTS agree to do the following at the PROPERTY:**

13 8. **Immediately** cease maintaining, operating, or allowing any commercial, retail,
14 collective, cooperative, or group establishment for the growth, storage, sale, or distribution of
15 marijuana, including but not limited to any marijuana dispensary, collective, or cooperative
16 organized pursuant to the California Health and Safety Code.

17 9. The Parties acknowledge that where local zoning ordinances allow the operation of a
18 marijuana dispensary, collective or cooperative as a permitted use in the City of San Diego, then
19 Defendants will be allowed to operate or maintain a marijuana dispensary, collective or
20 cooperative in the City of San Diego as authorized under the law after Defendants provide the
21 following to Plaintiff in writing:

- 22 a. Proof that the business location is in compliance with the ordinance; and
23 b. Proof that any required permits or licenses to operate a marijuana dispensary,
24 collective or cooperative have been obtained from the City of San Diego as
25 required by the SDMC.

26 10. **Within 24 hours from the date of signing this Stipulation,** remove all signage from
27 the exterior of the premises advertising a marijuana dispensary, including but not limited to,
28 signage advertising CCSquared Wellness Cooperative or CCSquared Storefront.

1 11. No later than 48 hours from signing this Stipulation cease advertising on the
2 internet, magazines or through any other medium the existence of CCSquared Wellness
3 Cooperative or CCSquared Storefront at the PROPERTY.

4 12. No later than 48 hours from signing this Stipulation remove all fixtures, items and
5 property associated with a marijuana dispensary business from the PROPERTY.

6 13. Within one week of signing this Stipulation, Defendant will contact City zoning
7 investigator Leslie Sennett at 619-236-6880 to schedule an inspection of the PROPERTY.

8 **MONETARY RELIEF**

9 14. Defendants, jointly and severally, shall pay Plaintiff City of San Diego, for
10 Development Services Department, Code Enforcement Section's investigative costs, the amount
11 of \$2,438.03. All other attorney fees and costs expended by the parties in the above-captioned
12 case are waived by the parties. The parties agree that payment in full of the monetary amount
13 referenced as investigative costs is applicable to and satisfies payment of investigative costs for
14 both cases referenced in paragraph 2 above.

15 15. Defendants shall jointly and severally pay to Plaintiff City of San Diego civil penalties
16 in the amount of \$75,000, pursuant to SDMC section 12.0202(b) in full satisfaction of all claims
17 against Defendants arising from any of the past violations alleged by Plaintiff in this action.
18 \$37,500 of these penalties is immediately suspended. Payment in the amount of \$37,500 in
19 civil penalties plus \$2438.03 in investigative costs referenced in paragraph 14, totaling
20 \$39,938.03, shall be made in 24 monthly installments of \$1,664.09 each beginning on or before
21 June 5, 2015, and continuing on the fifth of each successive month until paid in full. Receipt of
22 Defendants' initial monthly payment of \$1,664.09 on June 4, 2015 is acknowledged. The parties
23 agree that payment in full of the monetary amounts referenced as civil penalties is applicable to
24 and satisfies payment of civil penalties for both of the cases referenced in paragraph 2 above. All
25 payments shall be made in the form of a certified check payable to the "City of San Diego," and
26 shall be mailed or personally delivered to the Office of the City Attorney, 1200 Third Avenue,
27 Suite 700, San Diego, CA 92101, Attention: Marsha B. Kerr.

28 ///

1 16. The suspended penalties shall only be imposed if Defendants fail to comply with the
2 terms of this Stipulation. Plaintiff City of San Diego agrees to notify Defendants in writing if
3 imposition of the penalties will be sought by Plaintiff and on what basis.

4 **ENFORCEMENT OF JUDGMENT**

5 17. In the event of default by Defendants as to any amount due under this Stipulation, the
6 entire amount due shall be deemed immediately due and payable as penalties to the City of San
7 Diego, and Plaintiff shall be entitled to pursue any and all remedies provided by law for the
8 enforcement of this Stipulation. Further, any amount in default shall bear interest at the prevailing
9 legal rate from the date of default until paid in full. Service by mail shall constitute sufficient
10 notice for all purposes.

11 18. Nothing in this Stipulation shall prevent any party from pursuing any remedies as
12 provided by law to subsequently enforce this Stipulation or the provisions of the SDMC,
13 including criminal prosecution and civil penalties that may be authorized by the court according
14 to the SDMC at a cumulative rate of up to \$2,500 per day per violation occurring after the
15 execution of this Stipulation.

16 19. Defendants agree that any act, intentional act, omission or failure by their contractors,
17 successors, assigns, partners, members, agents, employees or representatives on behalf of
18 Defendants to comply with the requirements set forth in Paragraphs 7-15 above will be deemed to
19 be the act, omission, or failure of Defendants and shall not constitute a defense to a failure to
20 comply with any part of this Stipulation. Further, should any dispute arise between any
21 contractor, successor, assign, partner, member, agent, employee or representative of Defendants
22 for any reason, Defendants agree that such dispute shall not constitute a defense to any failure to
23 comply with any part of this Stipulation, nor justify a delay in executing its requirements.

24 **RETENTION OF JURISDICTION**

25 20. The Court will retain jurisdiction for the purpose of enabling any of the parties to
26 this Stipulation to apply to this Court at any time for such order or directions that may be
27 necessary or appropriate for the construction, operation or modification of the Stipulation, or for
28 the enforcement or compliance therewith, pursuant to Code of Civil Procedure 664.6.

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RECORDATION OF JUDGMENT

21. This Stipulation shall not be recorded unless there is an uncured breach of the terms herein, in which instance a certified copy of this Stipulation and Judgment may be recorded in the Office of the San Diego County Recorder pursuant to the legal description of the PROPERTY.

KNOWLEDGE AND ENTRY OF JUDGMENT

22. By signing this Stipulation, Defendants admit personal knowledge of the terms set forth herein. Service by regular mail shall constitute sufficient notice for all purposes.

23. The clerk is ordered to immediately enter this Stipulation.

IT IS SO STIPULATED.

Dated: June 11, 2015

JAN I. GOLDSMITH, City Attorney

By

Marsha B. Kerr
Marsha B. Kerr
Deputy City Attorney
Attorneys for Plaintiff

Dated: 6-10, 2015

JL INDIA STREET, LP, formerly known as JL INDIA STREET, LLC

By

Jeffrey Kacha General Partner

Dated: 6-10, 2015

Jeffrey Kacha, an individual

Dated: 6-8, 2015

Lawrence E. Geraci
Lawrence E. Geraci, aka Larry Geraci, an individual

1 Dated: 6/11/15, 2015

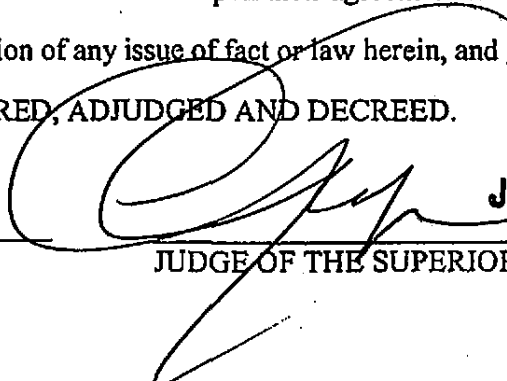
2 By 

3 Joseph S. Carmellino
4 Attorney for Defendants Jeffrey Kacha and
5 JL India Street LP, formerly known as JL
6 India Street, LLC

7 **JUDGMENT**

8 Upon the stipulation of the parties hereto and upon their agreement to entry of this
9 Stipulation without trial or adjudication of any issue of fact or law herein, and good cause
10 appearing therefor, IT IS SO ORDERED, ADJUDGED AND DECREED.

11 Dated: 6-17-16

 JOHN S. MEYER

12 JUDGE OF THE SUPERIOR COURT
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14
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ATTACHMENT 14

California Secretary of State filings for LST Investments, LLC — Articles of Organization (Form LLC-1, filed September 23, 2009) and Statement of Information (Form LLC-12) — identifying Larry Geraci as the company's Manager / Managing Member and agent for service of process (5402 Ruffin Road, Suite 200, San Diego) and stating its type of business as "Real Estate." LST Investments, LLC is the entity whose account funded the \$86,631.75 in TECHNE payments for the 6176 application (Attachment 11).

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026



State of California
Secretary of State

LLC-1

File # 200926710040

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

FILED
In the Office of the Secretary of State
of the State of California

SEP 23 2009

A \$70.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

LST Investments, LLC

PURPOSE (The following statement is required by statute and should not be altered)

2 THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3 NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Larry Geraci

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

5402 Ruffin Road, Suite 200

San Diego CA 92123

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY.



ONE MANAGER



MORE THAN ONE MANAGER



ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6 ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

09/21/2009

DATE

SIGNATURE OF ORGANIZER

Imelda Vasquez

TYPE OR PRINT NAME OF ORGANIZER



State of California
Secretary of State

38

STATEMENT OF INFORMATION
(Limited Liability Company)

Filing Fee \$20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

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

OCT 28 2009

This Space For Filing Use Only

1. LIMITED LIABILITY COMPANY NAME (Please do not alter if name is preprinted.)

LST Investments, LLC

Due Date: Dec 23, 2009

DUE DATE:

FILE NUMBER AND STATE OR PLACE OF ORGANIZATION

2. SECRETARY OF STATE FILE NUMBER

200926710040

3. STATE OR PLACE OF ORGANIZATION

California

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 AND STATE

ZIP CODE

5402 Ruffin Road, Suite 200

San Diego, CA

92123

5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY)

CITY

STATE

ZIP CODE

5402 Ruffin Road Suite 200

San Diego,

CA

92123

NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY

6. NAME

ADDRESS

CITY AND STATE

ZIP CODE

NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)

7. NAME

ADDRESS

CITY AND STATE

ZIP CODE

Larry Geraci

5402 Ruffin Road Suite 200

San Diego, CA

92123

8. NAME

ADDRESS

CITY AND STATE

ZIP CODE

9. NAME

ADDRESS

CITY AND STATE

ZIP CODE

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 11 must be left blank.)

10. NAME OF AGENT FOR SERVICE OF PROCESS

Larry Geraci

11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY

STATE

ZIP CODE

5402 Ruffin Road Suite 200

San Diego,

CA

92123

TYPE OF BUSINESS

12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

Real Estate

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

Larry Geraci

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

Manager

TITLE

DATE

10-5-09



Secretary of State
Statement of No Change
(Limited Liability Company)

LLC-12NC

21-D60833

FILED

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

JUL 19, 2021

This Space For Office Use Only

IMPORTANT — [Read instructions](#) before completing this form. This form may be used only if a complete Statement of Information has been filed previously and there has been no change.

Filing Fee – \$20.00

Copy Fee – \$1.00;
Certification Fee - \$5.00 plus copy fee

- 1. Limited Liability Company Name** (Enter the **exact** name of the LLC as it is recorded with the California Secretary of State. Note: If you registered in California using an alternate name, [see instructions](#).)

LST INVESTMENTS, LLC

- 2. 12-Digit Secretary of State File Number**

200926710040

- 3. State, Foreign Country or Place of Organization** (only if formed outside of California)

CALIFORNIA

- 4. No Change Statement** (Do not alter the No Change Statement. If there has been any change, please complete a Statement of Information (Form LLC-12).)

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.

- 5.** The information contained herein is true and correct.

07/19/2021

Date

Larry Geraci

Type or Print Name of Person Completing the Form

Managing Member

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. ([SEE INSTRUCTIONS](#) BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

Attachment 14

LLC-12NC (REV. 01/2017)

2026.07.30 Cotton to DCC Demand & Attachments - 0103

2021 California Secretary of State
www.sos.ca.gov/business/be

ATTACHMENT 15

California Department of Real Estate public license record for Larry E. Geraci — real estate SALESPERSON license No. 01141323, first issued July 9, 1992 and active through its expiration on March 4, 2017 (mailing address C/O 5402 Ruffin Road, Suite 200, San Diego — the same address as LST Investments, LLC). Geraci's California real estate license was therefore active when the 6176 ownership disclosure was signed on October 31, 2016.

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026

**STATE OF CALIFORNIA
DEPARTMENT OF REAL ESTATE**

In reviewing a licensee's information, please be aware that license discipline information may have been removed from a licensee's record pursuant to Business & Professions Code Section 10083.2 (c). However, discipline information may be available from the California Department of Real Estate upon submittal of a request, or by calling the Department's public information line at 1-877-373-4542.

The license information shown below represents public information. It will not reflect pending licensing changes which are being reviewed for subsequent updating. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 12/28/2021 7:57:39 AM

License Type: SALESPERSON

Name: Geraci, Larry E

Mailing Address: C/O 5402 RUFFIN RD STE 200
SAN DIEGO, CA 92123

License ID: 01141323

Expiration Date: 03/04/17

License Status: EXPIRED

Salesperson License Issued: 07/09/92 (Unofficial -- taken from secondary records)

Former Name(s): NO FORMER NAMES

Responsible Broker: NO CURRENT RESPONSIBLE BROKER

Comment: NO DISCIPLINARY ACTION

NO OTHER PUBLIC COMMENTS

>>>> Public information request complete <<<<

ATTACHMENT 16

Geraci v. Cotton — Reporter’s Transcript, trial testimony of James (Jim) Bartell, principal of the government-relations firm Bartell & Associates, whom Geraci retained on the 6176 project. Bartell testified that his firm provides “government relations” and “community outreach” services (12:24–27); that he was retained to “manage the project team through the process” and to be “the liaison between the team and the City” (13:21–28); that Geraci “is my client” (14:4–5); and that, of the roughly twenty cannabis-outlet CUP applications he has processed for clients, “this is the only one I haven’t been successful on” — “19 out of 20” (22:1–6).

Enclosure to demand letter — Darryl Cotton to the California Department of Cannabis Control, July 30, 2026

Geraci vs. Cotton, et al.

**Reporter's Transcript of Proceedings
July 10, 2019**



www.apтусCR.com / 866.999.8310

1 sold the company to the fourth largest PR firm in the
2 world, Porter Novelli. And I was -- I ran their
3 San Diego office for five years. And then I left there
4 and formed my own company in 2006.

5 **Q Okay. Did you do a stint with the Metropolitan**
6 **Transit System as well?**

7 A Yes. I was an elected official for six terms,
8 and during that time, my City appointed me as their
9 representative to the Metropolitan transit board for
10 the --

11 THE COURT: Mr. Bartell, may I ask you slow
12 down just a little bit.

13 THE WITNESS: Yes.

14 BY MR. TOOTHACRE:

15 **Q Were you the mayor of a local city for**
16 **some --**

17 A I was mayor and city councilman in Santee for
18 22 years --

19 **Q From 1980 to --**

20 A To 2002.

21 **Q And, eventually, you formed**
22 **Bartell & Associates. Is that correct?**

23 A January 2006, I formed Bartell & Associates.

24 **Q Okay. And what does Bartell & Associates do?**

25 A We do public relations, government relations,
26 media relations, community outreach, coalition
27 development, labor relations.

28 **Q Is there -- is it a consulting firm?**

1 A Consulting firm, yes.

2 Q Okay. And just for me who are some of your
3 clients?

4 A I have about 40 clients. So we represent all
5 the transportation modes at the airport, all the taxis,
6 shuttles, charters, limousines, about 1400 vehicles.

7 I represent the largest Hispanic grocery store
8 firm in California, Northgate Gonzalez Markets.

9 Q And --

10 A And I do a lot of processing for land use
11 entitlements.

12 Q And encompassed in the land use entitlements,
13 does that cover the medical marijuana?

14 A Yes. About 20 percent of my business is in
15 that industry.

16 Q 20 percent of your business is in the medical
17 marijuana cooperative --

18 A Yes.

19 Q -- business?

20 And what do you do in that regard?

21 A I assist the applicants in their processing
22 through the City, whatever city they're -- they're in,
23 various jurisdictions. I kind of manage the project
24 team through the process.

25 Q Are you more or less the liaison between the
26 team and the City --

27 A Yes.

28 Q -- the government?

1 A Yes.

2 Q And do you know Mr. Geraci?

3 A Yes, I do.

4 Q And who is Mr. Geraci?

5 A He's my client.

6 Q Okay. Do you have an agreement with
7 Mr. Geraci?

8 A Yes, I do.

9 MR. TOOTHACRE: Your Honor, is Exhibit 1 in
10 evidence?

11 I would like to refer to Exhibit 1.

12 THE COURT: Exhibit 1 is in evidence.

13 MR. TOOTHACRE: Can you bring up Exhibit 1,
14 please.

15 BY MR. TOOTHACRE:

16 Q Do you recognize this document?

17 A Yes, I do.

18 Q And what is this document?

19 A It's a letter agreement between myself and
20 Mr. Geraci.

21 Q And what were you assigned to do pursuant to
22 this agreement?

23 A To represent him with the City of San Diego and
24 the processing of his application for a dispensary.

25 Q Okay. And this agreement was entered on
26 October 29th, 2015. Is that correct?

27 A That's correct.

28 Q And what specifically were you hired to do with

1 A Yes. There was a property next door that we
2 thought we could get access to just a few feet away from
3 the -- our application property. And we felt that if we
4 did the geotech study there, it would be relatively
5 close to what the soil conditions would be on the
6 application process -- property.

7 **Q Ultimately, were you allowed to submit those**
8 **nearby property geotech reports?**

9 A No.

10 **Q And so were you required to ultimately submit a**
11 **report based on the actual property at 61 --**

12 A Yes. The City required -- after we met with
13 Mr. Mills, the City required us to do an investigation
14 of the subject property.

15 **Q Okay. And are -- are you aware of whether or**
16 **not Mr. Geraci had to resort to the courts to get an**
17 **order permitting --**

18 A That's correct. We did not have access to the
19 property.

20 **Q Ultimately, Mr. Geraci was successful, and you**
21 **did have access to the property?**

22 A Through the court process, yes.

23 **Q Did that -- the lack of access to the property**
24 **for geotechnical analysis delay your CUP application**
25 **process?**

26 A Yes.

27 **Q Do you recall for how long it was delayed?**

28 A Probably six months.

1 **Q How many CUP applications have you been**
2 **successful on obtaining for clients?**

3 A This is the only one I haven't been successful
4 on.

5 **Q Have you been successful on 19 out of 20?**

6 A Yes.

7 **Q I'm going to change the topic and focus now to**
8 **look at 6220. Are you aware of whether or not there**
9 **eventually was a competing application competing with**
10 **Mr. Geraci's application for medical marijuana --**

11 A Yes, I'm aware of that.

12 **Q Okay. And do you know where that property was**
13 **located?**

14 A 6220 Federal.

15 **Q Okay. And do you know who the owner of that**
16 **property was?**

17 A Mr. Magagna.

18 **Q Did you know Mr. Magagna at the time?**

19 A No.

20 **Q Do you know Mr. Magagna now?**

21 A I have met him once.

22 **Q What was the occasion where you met him?**

23 A I met him at the planning commission hearing
24 when his project was up for consideration.

25 **Q Did you or Bartell & Associates ever do any**
26 **work on behalf of Mr. Magagna with regard to his CUP**
27 **application on 6220?**

28 A No.