

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Tamara Leetham Rozmus FIRM NAME: Austin Legal Group APC STREET ADDRESS: 3990 Old Town Ave., Ste. A-101 CITY: San Diego TELEPHONE NO.: 619-924-9600 EMAIL ADDRESS: admin@austinlegalgroup.com ATTORNEY FOR (name): Sorrento Valley Investment Group STATE BAR NUMBER: 234419 STATE: CA ZIP CODE: 92110 FAX NO.: 619-881-0045	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 04/17/2024 at 04:05:35 PM Clerk of the Superior Court By Bernabe Montijo, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W Broadway MAILING ADDRESS: 330 W Broadway CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Central Division	
PLAINTIFF: Sorrento Valley Investment Group DEFENDANT: Sure Felt LLC <input checked="" type="checkbox"/> DOES 1 TO 10	
COMPLAINT—UNLAWFUL DETAINER* <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):	CASE NUMBER: 37-2024-00018077-CU-UD-CTL
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE (amount demanded does not exceed \$35,000) Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$35,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue). <input type="checkbox"/> from limited to unlimited. <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue). <input type="checkbox"/> from unlimited to limited.	

1. **PLAINTIFF (name each):**
 Sorrento Valley Investment Group

alleges causes of action against DEFENDANT (name each):
 Sure Felt, LLC

2. a. Plaintiff is (1) ☐ an individual over the age of 18 years. (4) ☒ a partnership.
 (2) ☐ a public agency. (5) ☐ a corporation.
 (3) ☐ other (specify):
- b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
3. a. *The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):*
 10715 Sorrento Valley Rd., San Diego, California 92121; County of San Diego
- b. The premises in 3a are (check one)
 (1) ☒ within the city limits of (name of city): San Diego
 (2) ☐ within the unincorporated area of (name of county):
- c. The premises in 3a were constructed in (approximate year): n/a Comm. Tenancy
4. Plaintiff's interest in the premises is ☒ as owner ☐ other (specify):
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

*** NOTE:** Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

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6. a. On or about *(date)*: November 4, 2016
defendant (name each):
 Sure Felt, LLC
- (1) agreed to rent the premises as a ☐ month-to-month tenancy ☒ other tenancy *(specify)*: five years
 (2) agreed to pay rent of \$ 20,000.00 payable ☒ monthly ☐ other *(specify frequency)*:
 (3) agreed to pay rent on the ☒ first of the month ☐ other day *(specify)*:
- b. This ☒ written ☐ oral agreement was made with
 (1) ☒ plaintiff. (3) ☐ plaintiff's predecessor in interest.
 (2) ☐ plaintiff's agent. (4) ☐ Other *(specify)*:
- c. ☒ The defendants not named in item 6a are
 (1) ☐ subtenants.
 (2) ☐ assignees.
 (3) ☒ Other *(specify)*: unknown as to Does
- d. ☒ The agreement was later changed as follows *(specify)*:
 Fourth amendment to the Lease, dated January 1, 2022, exercised Sure Felt, LLC's option to extend lease term from January 1, 2022 through December 31, 2026, with a monthly rent increase to \$22,000.
- e. ☐ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. *(Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)*
- f. ☐ *(For residential property)* A copy of the written agreement is **not** attached because *(specify reason)*:
 (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 (2) ☐ this action is solely for nonpayment of rent *(Code Civ. Proc., § 1161(2))*.
7. The tenancy described in 6 *(complete (a) or (b))*
 a. ☒ is **not** subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is *(specify)*: Non-residential CC1946.2(i)(1) .
 b. ☐ is subject to the Tenant Protection Act of 2019.
8. *(Complete only if item 7b is checked. Check all applicable boxes.)*
 a. ☐ The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).
 b. ☐ The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff *(check one)*
 (1) ☐ waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of \$.
 (2) ☐ provided a direct payment of one month's rent under section 1946.2(d)(3), equaling \$ to *(name each defendant and amount given to each)*:
 c. ☐ Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.
9. a. ☒ Defendant *(name each)*: Sure Felt LLC

was served the following notice on the same date and in the same manner:

- (1) ☒ 3-day notice to pay rent or quit (5) ☐ 3-day notice to perform covenants or quit
 (2) ☐ 30-day notice to quit *(not applicable if item 7b checked)*
 (3) ☐ 60-day notice to quit (6) ☐ 3-day notice to quit under Civil Code, § 1946.2(c)
 (4) ☐ 3-day notice to quit Prior required notice to perform covenants served *(date)*:
 (7) ☐ Other *(specify)*:

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9. b. (1) On *(date)*: March, 25, 2024 the period stated in the notice checked in 9a expired at the end of the day.
(2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☒ The notice included an election of forfeiture.
- e. ☒ A copy of the notice is attached and labeled Exhibit 2. *(Required for residential property. See Code Civ. Proc., § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)*
- f. ☐ One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. *(Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)*
10. a. ☒ The notice in item 9a was served on the defendant named in item 9a as follows:
- (1) ☒ By personally handing a copy to defendant on *(date)*: March 22, 2024
- (2) ☐ By leaving a copy with *(name or description)*:
a person of suitable age and discretion, on *(date)*: at defendant's
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence
on *(date)*: because defendant cannot be found at defendant's residence or usual place of business.
- (3) ☐ By posting a copy on the premises on *(date)*:
☐ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises
on *(date)*:
(a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
(b) ☐ because no person of suitable age or discretion can be found there.
- (4) ☐ *(Not for 3-day notice; see Civil Code, § 1946, before using)* By sending a copy by certified or registered mail
addressed to defendant on *(date)*:
- (5) ☐ *(Not for residential tenancies; see Civil Code, § 1953, before using)* In the manner specified in a written
commercial lease between the parties
- b. ☐ *(Name)*:
was served on behalf of all defendants who signed a joint written rental agreement.
- c. ☐ Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.
- d. ☒ Proof of service of the notice in item 9a is attached and labeled Exhibit 3.
11. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
12. ☒ At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$22,356.00
13. ☒ The fair rental value of the premises is \$ 822.67 per day.
14. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure
section 1174(b). *(State specific facts supporting a claim up to \$600 in Attachment 14.)*
15. ☒ A written agreement between the parties provides for attorney fees.
16. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of *(city or county, title of ordinance, and
date of passage)*:

Plaintiff has met all applicable requirements of the ordinances.

17. ☒ Other allegations are stated in Attachment 17.
18. Plaintiff accepts the jurisdictional limit, if any, of the court.

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19. **PLAINTIFF REQUESTS**

- | | |
|--|---|
| a. possession of the premises. | f. <input type="checkbox"/> damages in the amount of waived rent or relocation assistance as stated in item 8: \$ |
| b. costs incurred in this proceeding: | |
| c. <input checked="" type="checkbox"/> past-due rent of \$ 22,356.00 | g. <input checked="" type="checkbox"/> damages at the rate stated in item 13 from |
| d. <input checked="" type="checkbox"/> reasonable attorney fees. | <i>date:</i> April 1, 2024 |
| e. <input checked="" type="checkbox"/> forfeiture of the agreement. | for each day that defendants remain in possession through entry of judgment. |
| | h. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 14. |
| | i. <input type="checkbox"/> other (<i>specify</i>): |

20. ☐ Number of pages attached (*specify*):

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

21. ☐ (*Complete in all cases.*) An unlawful detainer assistant ☒ did **not** ☐ did for compensation give advice or assistance with this form. (*If declarant has received **any** help or advice for pay from an unlawful detainer assistant, complete a–f.*)

- | | |
|--|--------------------------------|
| a. Assistant's name: | c. Telephone no.: |
| b. Street address, city, and zip code: | d. County of registration: |
| | e. Registration no.: |
| | f. Expires on (<i>date</i>): |

Date: April 16, 2024

Tamara Leetham Rozmus

 (TYPE OR PRINT NAME)



 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(*Use a different verification form if the verification is by an attorney or for a corporation or partnership.*)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

PLEASE SEE ATTACHED

 (TYPE OR PRINT NAME)



 (SIGNATURE OF PLAINTIFF)

THREE (3) DAY NOTICE TO PAY OR QUIT

COMMERCIAL

TO: Surefelt, LLC, a California Limited Liability Company dba: "MedMen" as Lessee and MIM Enterprises USA, LLC, a Delaware Limited Liability Company, and MedMen Enterprises, Inc, a Canadian Corporation as Guarantors; and All Unknown Occupants, Tenants, Subtenants, and All Others in Possession of the premises located at 10715 Sorrento Valley Rd, San Diego, CA 92121 (the "Premises").

Within three (3) days after service of this Notice, you are required to pay the rent now due and unpaid on the Premises in the total amount of Twenty-Two Thousand Three Hundred Fifty-Six and 00/100 Dollars (\$22,356.00), representing rent delinquent for the months as detailed below, or to deliver possession of the Premises to the Landlord. Delinquent amounts itemized as follows:

Rent due and delinquent for March 2024	\$22,000.00
CAM due and delinquent for March 2024	356.00

You are required to make such payment, by certified mail, to the Landlord's agent at the address set forth below. Your failure to pay the amount demanded, or to deliver possession of the Premises within three (3) days will cause the undersigned to initiate legal proceedings against you to declare a forfeiture of your tenancy, to recover possession of the Premises, and to seek judgment for the rent owed through the expiration date of this Notice, with damages for each day of occupancy after that date, treble damages and costs (if applicable), and attorney's fees.

You are further notified that the undersigned elects to declare the forfeiture of your tenancy of the Premises if you fail to pay the amount of rent demanded above.

Landlord specifically does not declare a forfeiture of the balance of the lease period, but only the right to continued possession of the premises in the event of a failure to make the required payments. Landlord reserves the right to seek all remedies regarding default set forth in the Lease dated November 4, 2016 and any amendments or addendums thereto (jointly "Lease"). Acceptance by Landlord of a partial payment does not constitute a waiver of the right to proceed under this Notice.

Landlord reserves the rights set forth in the Lease between the parties, or their successors, and all rights set forth in California Civil Code Section 1951.2, including, but not limited to, the right to recover all rents, CAM charges, and costs of re-leasing the premises until such time a new lessee is found. Additionally, Landlord reserves all rights set forth in California Code of Civil Procedure Section 1161.1 regarding the collection of all sums not specifically computed with regard to the acceptance of partial payments after the filing of the complaint.

Dated: March 22, 2024



David Seyranian, Property Manager
American Realty & Investments, Agent for Landlord
T: (510) 482-8100

Landlord's Agent:
American Realty & Investments
4144 Redwood Road
Oakland, CA 94619

PROOF OF SERVICE OF NOTICE

I served the

Three (3) Day Notice to Pay Rent or Quit
Commercial

on the following tenant(s):
Surefelt, LLC dba "MedMen" as Lessee; MM Enterprises USA, LLC; MedMen Enterprises, Inc; et al.

10715 Sorrento Valley Rd., San Diego, CA 92121

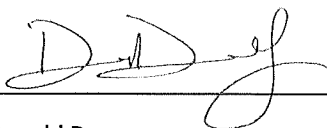
☒ by personally serving the notice to the tenant at 10715 Sorrento Valley Rd., San Diego, CA 92121 to Hiwalani Sierra - Manager on 3-22-2024 at 2:05 ☐ AM ☒ PM.
(CCP § 1162(a)(1))

☐ by attempting personal service of the notice at _____ on _____ at _____ ☐ AM ☐ PM. The tenant was not in at the tenant's residence or place or business, so I delivered a copy of the notice to _____ at _____ on _____ at _____ ☐ AM ☐ PM and mailed a copy of the notice to the residence address of the tenant via First Class Mail on _____ from _____, CA.
(CCP § 1162(a)(2))

☐ by attempting personal service of the notice at _____ on _____ at _____ ☐ AM ☐ PM, and there was no answer. The tenant's ☐ residence ☐ place of business could not be ascertained, and no person of suitable age could be found, so I then effected service by affixing a copy of the notice in a conspicuous place on the property and sending a copy via First Class Mail addressed to the tenant at the place where the property is situated on _____ from _____, CA.
(CCP § 1162(a)(3))

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

Executed on 3-26-2024 at San Diego, California.



Donald Denny
San Diego County RPS#3516

SHORT TITLE:

CASE NUMBER:

— Sorrento Valley Investment Group v. Sure Felt, LLC, et al

1 ATTACHMENT 17

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3 11. Daily rental value is inclusive of base rent of \$22,000 and taxes and insurance of \$2,680, for a total of
4 \$24,680.00, divided by 30 days.

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7 17. On information and belief, Defendant has committed an incurable breach of the Lease pursuant to
8 section 12.1, subd. (d). Plaintiff alleges that Defendant has either assigned or sublet the Premises without
9 Plaintiff's knowledge or consent. Per the Lease, Plaintiff is permitted to declare a incurable breach without
10 the necessity of any notice or grace period. As such, Plaintiff elects to treat the unapproved assignment or
11 subletting as an incurable breach and immediately terminate the Lease.

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(Required for verified pleading) The items on this page stated on information and belief are *(specify item numbers, **not** line numbers)*:

27

This page may be used with any Judicial Council form or any other paper filed with the court.

Page 1

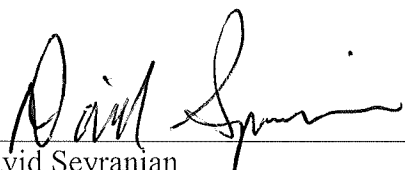
VERIFICATION

I, David Seyranian:

I have read the attached Complaint and believe its contents to be true and within my own knowledge. Plaintiff authorized me to make this verification, and I am making this verification for the Plaintiff because I am Plaintiff's authorized agent and I have actual knowledge of the facts contained in the attached Complaint.

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

Executed this 17 day of April, 2024, at San Diego, California.



David Seyranian
Authorized Agent for Plaintiff