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Superior Court of California,
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Clerk of the Superior Court
By Marc David, Deputy Clerk

5 Attorneys for the Defendants
6 CHRISTOPHER WILLIAMS and PICK AXE HOLDING LLC

7 **SUPERIOR COURT OF CALIFORNIA**
8 **COUNTY OF SAN DIEGO, HALL OF JUSTICE**

9
10 RICARDO VIDAL, d.b.a., SCHNELLZUG) Case No. 37-2018-00044217-CU-BC-CTL
CAPITAL,)
11 Plaintiff,) VERIFIED CROSS-COMPLAINT FOR:
12 v.)
) (1) BREACH OF CONTRACT;
13 PICK AXE HOLDING, LLC, a California) (2) BREACH OF THE IMPLIED
Limited Liability Company; CHRISTOPHER) COVENANT OF GOOD FAITH AND
14 WILLIAMS, an individual; and DOES 1 through) FAIR DEALING;
50, inclusive,) (3) ABUSE OF PROCESS;
15 Defendants.) (4) FRAUD;
) (5) DECLARATORY RELIEF; AND
16) (6) SPECIFIC PERFORMANCE.
CHRISTOPHER WILLIAMS, an individual,)
17 Cross-Complainant) Assigned to: Hon. Ronald Frazier, Dept-65
18 v.) Complaint Filed: August 31, 2018
19) Trial Date: Not Set
20 RICARDO VIDAL, an individual, and DOES 1)
through 50, inclusive,)
21)
22 Cross-Defendants.)
23)

24 Defendant/Cross-Complainant Christopher Williams (“Williams” or “Defendant”), by and
25 through undersigned counsel, hereby files his Verified Cross-Complaint against Ricardo Vidal, d.b.a.
26 Schnellzug Capitol (“Vidal” or “Plaintiff”), and alleges as follows:

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28

1 **INTRODUCTION**

2 This is a simple real estate breach of contract action initiated by Plaintiff - a former attorney who
3 was disgracefully disbarred - to manipulate the justice system into voiding a valid real estate contract so
4 that he can reacquire certain rights to his real property without having to pay Defendant \$3,000,000.

5 Plaintiff is the owner of 314 South Melrose Drive, Vista, California 92081 (the "Property"). In
6 November of 2017, the City of Vista prohibited any type of Marijuana Dispensaries (for-profit marijuana
7 retail store or stores) were prohibited. However, Defendant speculated that the City of Vista would
8 eventually allow Medical Marijuana Dispensaries at the very least and entered into a written agreement
9 with Plaintiff on November 28, 2017 (the "Agreement"). Pursuant to the Agreement, *inter alia*, for a
10 period of five years Defendant would have the exclusive right to apply for a any cannabis operation permit
11 on the Property if and when the City of Vista allowed them.

12 On May 1, 2018, the City Council for the City of Vista changed its position and agreed to have
13 the City Attorney provide a draft initiative to include a ballot measure allowing for Marijuana
14 Dispensaries. This initiative was set to compete with a citizen's initiative which had recently gathered
15 enough signatures to be placed on the ballot. This made the likelihood of one of the initiatives passing
16 much more likely. That same day, Plaintiff emailed Defendant rescinding the Agreement alleging breach.

17 On August 31, 2018, Plaintiff filed the instant action alleging that Defendant had breached the
18 Agreement by not putting "forth its best efforts to help identify a tenant" for the Property. As described
19 below, this is a fabricated allegation that is clearly and indisputably contradicted by Plaintiff's own written
20 communications and evidentiary admissions in his Complaint.

21 Materially, the written communications between the parties establish that Plaintiff repeatedly
22 represented to Defendant that he was a licensed attorney in good standing that could be trusted to honor
23 his obligations. However, in fact, Plaintiff was disgracefully disbarred for ethical and professional
24 misconduct charges brought forth by the District of Columbia Board of Professional Responsibility and
25 the United States Immigration Court in the District of Columbia. Simply summarized, Plaintiff is a
26 disbarred attorney using his knowledge of the law to attempt to effectuate a miscarriage of justice by
27 voiding the Agreement via the judiciary and depriving Defendant of the benefit of the bargain that he
28 negotiated, paid and undertook great risk for.

THE PARTIES

1 1. Williams is a natural person residing in San Diego County, California and is the owner and
2 operator of Pick Axe Holdings, LLC (“Pick Axe”).

3 2. Vidal is an individual residing in San Diego County, California.

4 3. Cross-Defendants named herein by fictitious names DOES 1 through 50, inclusive, are persons,
5 individuals, corporations, partnerships, associations, or otherwise. The true names and identities and
6 capacities of each fictitiously named Cross-Defendants are unknown to Defendant at this time. Leave of
7 Court will be requested to amend this Complaint to show their true names and capacities when they have
8 been ascertained.

9 4. Defendant is informed and believes, and based upon such information and belief, alleges that, at
10 all times herein mentioned, each of the Cross-Defendants, including the fictitiously named Cross-
11 Defendants, and each of them, was the duly authorized agent, employee, alter ego or partner of each other
12 and/or Plaintiff/Cross-Defendant and in doing the thing herein mentioned, Plaintiff, including fictitiously
13 named Cross-Defendants, and each of them, were acting within the scope of their agency, employment or
14 partnership, and that all acts or omissions hereinafter alleged were committed with the knowledge,
15 permission, or consent, or any combination thereof, of the other Cross-Defendants, including the
16 fictitiously named Cross-Defendants, and each of them.

17 **FACUTAL BACKGROUND**

18 5. Williams is an entrepreneur with business interests in various industries, including the cannabis
19 market.

20 6. Currently, Williams has an approved permit for a Marijuana Dispensary in the City of Lemon
21 Grove and has submitted three other applications with various cities within the County of San Diego
22 through his company Pick Axe Holding, LLC.

23 7. The Property is a two-story building. In November of 2017, Vidal occupied the first-floor suite.
24 The second-floor suite had recently been vacated by an illegal marijuana dispensary that was paying
25 \$9,000 in rent per month.

26 8. In early 2017, Vidal and Williams met at a cannabis industry event where Williams was a guest
27 speaker.

28 9. Vidal and Williams exchanged information and agreed to discuss possible business opportunities.

1 10. Throughout the proceeding months the parties had discussions about working together on various
2 cannabis business ventures, including selling the rights to apply for a Medical Marijuana Dispensary on
3 the Property.

4 11. On September 26, 2017, the Vista City Council voted to continue to prohibit the operations of
5 Marijuana Dispensaries.

6 12. On September 27, 2017, Williams sent a text message to Vidal stating: “Rick, when can you meet?
7 Unfortunately, it doesn’t look like they are going to collect enough signatures to get on the ballot in Vista.
8 Did you hear this?”

9 13. Later that day, Vidal replied: “Yeah, I heard.”

10 14. Thus, after the City of Vista voted to continue its prohibition, both parties were aware that there
11 was no foreseeable point in time at which the City of Vista would allow the operations of any Marijuana
12 Dispensaries.

13 15. However, Williams was willing to take the risk that the City of Vista would eventually allow the
14 operations of Medical Marijuana Dispensaries.

15 16. On October 26, 2017, Williams texted Vidal: “I’ve been thinking about you buddy. Even if Vista
16 is a long [time] from an ordinance. We should be doing business. I’m coming back from Arkansas. Maybe
17 I personally give you 5k to show I’m not just talking.”

18 17. Later that day, Vidal replied: “Ok let’s do it. We can meet up this weekend or Tuesday[.]”

19 18. Thereafter, the parties negotiated the details to the Agreement.

20 19. On November 28, 2017, the parties entered into the Agreement. (A true and correct copy of the
21 Agreement is attached hereto as Exhibit A and is incorporated by this reference.)

22 20. Summarized, the material terms of the Agreement are:

23 a. Defendant would provide Plaintiff a \$5,000 non-refundable deposit to secure “a five year
24 exclusive option” to apply for a conditional use permit (“CUP”) for medical or recreational activities at
25 the Property, which would include a Medical Dispensary permit, at the second floor suite.

26 b. An additional \$5,000 would be due within thirty days of the City of Vista approving an
27 initiative to allow the operations of medical or recreational marijuana activities.

28 c. Defendant would undertake all costs associated with the permit application process.

1 d. At the issuance of a permit, lease payments for the Property would begin upon Defendant
2 taking possession of the Property with monthly rent being set at fair market value during the building and
3 tenant improvement period.

4 e. Upon completion of the building and tenant improvement period, rent would increase to
5 \$9,000 a month.

6 f. If the permit was issued and Vidal vacated the first-floor suite, which is similar in size to
7 the second-floor suite, Williams could rent the first-floor suite for an additional \$4,000 per month.

8 g. In the event the second-floor suit of the Property was vacated prior to the issuance of a
9 Marijuana Dispensary permit, Williams agreed to put forth his “*best effort to help identify*” a lessee to
10 rent the second-floor suite at fair market value per square foot. (Exhibit A at page 4.) (emphasis added).

11 h. Plaintiff could buyout Defendant’s rights to apply for or take over the Marijuana
12 Dispensary permit for \$3,000,000.

13 i. Vidal would be responsible for any fines due on the Property.

14 21. Summarized, Williams paid for an option to file a Marijuana Dispensary application on the
15 Property and lease the Property if the permit application was approved. Vidal could buy back the option
16 for \$3,000,000.

17 22. The reason Williams included a provision for Vidal to be responsible for any fines due on the
18 Property is because Vidal had previously been renting the second-floor suit to an illegal marijuana
19 dispensary for \$9,000 a month.

20 23. On or about November 30, 2017, Williams provided to Vidal, via wire transfer, \$5,000 as required
21 per the Agreement.

22 24. On November 30, 2017, in accordance with his obligation to set forth his best efforts to help Vidal
23 identify a lessee for the second-floor suite, Williams requested via text from Vidal the details of the
24 second-floor suite, which included its square footage and his asking rent.

25 25. On December 1, 2017, Vidal stated that he was asking for \$3.00 to \$4.50 per square feet via text
26 for the second-floor suite.

27 26. The parties exchanged texts and emails with links for a Craigslist ad for the Property and pictures
28 to be used in marketing efforts.

1 27. The second-floor suite is approximately 2,200 square feet, which at \$3.00 to \$4.50 per square feet
2 is a monthly rent amount of \$6,600 to \$9,900.

3 28. On or about December 15, 2017, Vidal text-messaged Williams stating in relevant part “Hi Chris,
4 hope all is well, let me know if you can help out in getting tenants for the upstairs area in Vista bldg.”

5 29. Williams responded, “Yes. I will press the importance to the team of helping find some tenants.”

6 30. Thereafter, Williams commissioned a professional marketing video for the rental of the Property.

7 31. The video was produced by Hart Marketing and Business Development and highlights the
8 building’s features and includes aerial drone footage of the building.

9 32. On February 1, 2018, the marketing video was published on youtube.com.

10 33. The video is still available at <https://www.youtube.com/watch?v=oe5Uo7Yk1A>.

11 34. Williams provided Vidal the video and the link to the video to use in any advertising material.

12 35. Williams paid for the shooting and production of the video.

13 36. Between February 1, 2018, until May of 2018 when Vidal “rescinded” the agreement, Williams
14 showed the Property to approximately four (4) potential lessees.

15 37. However, the rent requested by Vidal was exponentially higher than fair market value and those
16 individuals declined to rent the Property.

17 38. In his Complaint, Vidal states that the fair market value of the second-floor suite for seven months
18 is at least \$21,420, which is approximately \$3,034 per month.

19 39. Despite repeated feedback from Williams and requests that Vidal lower the asking rent for the
20 second-floor suite, Vidal refused.

21 40. Vidal specifically requested that Williams identify and facilitate the renting of the second-floor
22 suite to an illegal marijuana dispensary for a higher rent. Williams refused.

23 41. Thereafter, Vidal became upset for Williams’ refusal to facilitate an unlawful operation and the
24 parties ceased interacting regularly.

25 42. On May 1, 2018, the Vista City Council agreed to allow a ballot measure that would allow
26 operations of Marijuana Dispensaries.

27 43. That same day, Vidal emailed Williams stating he was rescinding the Agreement for Williams’
28 alleged failure to fulfill obligations under the Agreement, specifically failing to help sublease the vacant

1 second-floor suite. (A true and correct copy of the email is attached hereto as Exhibit B and is incorporated
2 by this reference.).

3 44. At no time prior to May 1, 2018 did Vidal ever allege a breach of contract or allege that Williams
4 had not put forth his “best efforts” to “help” Vidal find a renter for the Property.

5 45. The next day, on May 2, 2018, Williams responds to Vidal’s email. In said response, Williams
6 clearly lays out his position: (i) he has complied with the terms of the Agreement, (ii) he is not a realtor
7 or property manager and his obligation was only to “help”, (iii) that Vidal’s demand for excess rent has
8 made it impossible to rent the Property, and (iv) Vidal’s attempt at rescission is a clear repudiation of the
9 Agreement. (A true and correct copy of the email is attached hereto as Exhibit C and is incorporated by
10 this reference.)

11 46. Additionally, in the same email, Williams memorializes a conversation he and Vidal had on April
12 29, 2018, at a cannabis industry event in which the true motivation for terminating the contract is revealed:
13 specifically that Vidal had received interest from a third-party to rent the building and apply for a
14 marijuana related permit with the City of Vista.

15 47. This exact scenario was contemplated by Williams, which is why he insisted that there be a three-
16 million-dollar buyout clause in the Agreement between the parties.

17 48. A short time later, Vidal responds, offering a return of \$1,500 as a “good faith” compromise, but
18 never refuting any of the assertions made by Williams in his previous email. (A true and correct copy of
19 the email is attached hereto as Exhibit D and is incorporated by this reference.)

20 49. The next day, on May 3, 2018, Williams rejects Vidal’s offer. Further stating that as a “practicing
21 attorney” he should understand the implications of breaching their contract, again requesting Vidal to
22 lower his rent amount and abide by the agreement. (“I asked you on numerous occasions about lowering
23 your ask....In good faith I suggest you reduce your ask per sq ft for the property to something that better
24 reflects the current market rate for the area.”) Exhibit E, at pg. 1 ph. 2 ln 11- pg. 2 ln. 1.

25 50. Vidal never disputes or challenged William’s assertions of fact, including that Vidal is a
26 “practicing attorney.”

27 51. On August 31, 2018, Vidal filed his Complaint alleging Williams’ breached the Agreement
28 because Williams failed to exercise his best efforts to lease the second-floor suite.

1 52. Vidal's Complaint alleges that he lost \$3,034 a month from not being able to rent the upstairs
2 portion of the Property.

3 53. At a rental price of \$3,034 the price is approximately \$1.37 per square foot.

4 54. Vidal's text messages clearly and unambiguously state that the asking rent he desires Williams to
5 procure is 2.2 to 3.3 times the amount he alleges in his Complaint.

6 55. In other words, Vidal admits in his Complaint that \$1.37 per square foot is the fair market value,
7 but the rent that Vidal clearly and indisputably requested that Williams procure could only be realistically
8 be procured by renting the property to illegal and unlicensed marijuana dispensaries like the previous
9 tenant.

10 56. On November 8, 2018, the voters of the City of Vista passed Measure Z allowing the establishment
11 of eleven Marijuana Dispensaries within the city limits.

12 57. On January 11, 2019, the City of Vista began accepting applications for CUPs to operate Marijuana
13 Dispensaries.

14 58. On January 11, 2019, if not for Vidal's failure to abide by the agreement and cooperate with the
15 filing of an application for a Marijuana Dispensary Permit on the Property, his consent and access to the
16 Property necessary thereto, Williams would have been ready, willing, and able to apply with the City of
17 Vista for approval of a Marijuana Dispensary permit on the Property.

18 59. But for Vidal's fraudulent assertion that Williams breached the Agreement and the filing of this
19 action against him, Williams would have timely applied for a Marijuana Dispensary on the Property.

20 60. Repeatedly, throughout the times referenced above, Vidal held himself to be a practicing attorney
21 in good standing and, as such, that he could be trusted to honor his commitments.

22 61. Vidal's representations induced Williams into believing that Vidal would act ethically and in good
23 faith.

24 62. Subsequent to the filing of the Complaint, Williams discovered that Vidal was not licensed to
25 practice in California and that he had been disbarred in 2017 after numerous allegations of professional
26 and unethical misconduct had been brought against him by the District of Columbia Board of Professional
27 Responsibility and the Immigration Court in the District of Columbia.

1 63. Simply stated, Vidal is an individual with a sordid history of acting unethically and this action
2 represents a continuation of his unethical method of operating. He desires to void the Agreement with
3 Williams because now that the City of Vista has approved Marijuana Dispensaries, he can sell the rights
4 for a greater amount than he did to Williams in November of 2017 when it did not appear the City of Vista
5 would allow Marijuana Dispensaries.

6 **FIRST CAUSE OF ACTION**

7 **BREACH OF CONTRACT**

8 64. Williams hereby incorporates by reference paragraphs 1-63 as if they were fully set forth herein.

9 65. Vidal has anticipatorily breached the Agreement by stating that he will not perform as required
10 per the Agreement and his filing of the Complaint in this action.

11 66. In his Complaint, Vidal falsely alleges that Williams breached the Agreement by failing to put
12 forth his best efforts to identify a tenant for the second-floor suite. As proof of Williams' alleged breach,
13 Vidal alleges that Williams failed to (i) advertise and promote the Property and (ii) show the Property to
14 potential tenants.

15 67. Vidal's allegations are demonstrably groundless and contradicted by his own written
16 communications.

17 68. Williams fully and timely performed his obligations pursuant to the Agreement.

18 69. At issue, the Agreement required that Williams exert his best efforts to "help identify" a lessee
19 for the second-floor suite.

20 70. Contrary to Vidal's allegations, as reflected in their communications, Williams did advertise and
21 promote the Property. Further, third-party witnesses will testify that he did in fact show them the Property
22 for the purposes of renting the space, but that the asking rent by Vidal was unreasonable and exponentially
23 higher than fair market value.

24 71. The reason the second-floor suite was not rented was because the rent demanded by Vidal was
25 exponentially higher than the fair market value and Vidal demanded Williams rent the second-floor suite
26 to an illegal marijuana dispensary.

27 72. Vidal's allegations are a pretext for his desire to reacquire the rights to a Marijuana Dispensary at
28 the Property without having to pay \$3,000,000 as he agreed to in the Agreement.

1 73. As a result of Vidal's breach, Williams has and will suffer damages in an amount according to
2 proof, which may include lost profits from the delay due to the filing of this groundless action.

3
4 **SECOND CAUSE OF ACTION**

5 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

6 74. Williams hereby incorporates by reference paragraphs 1-73 as if they were fully set forth herein.

7 75. Each contract has implied in it a covenant of good faith and fair dealing that neither party will
8 undertake actions that, even if not a material breach, will deprive the other of the benefits of the agreement.

9 76. Vidal has breached the implied covenant of good faith and fair dealing by (i) falsely stating that
10 Williams did not set forth his best efforts in attempting to identify a lessee for the second-floor suite; (ii)
11 demanding that Williams rent out the Property at an amount that is in excess of the fair market value as
12 called for in the Agreement; and (iii) filing the instant action premised on the allegation that Williams
13 failed to find a lessee for the second floor suite at \$1.37 per square foot when in reality he was demanding
14 Williams rent the Property for 2x-3x that amount.

15 77. As result of Vidal's breach of the implied covenant of good faith and fair dealing, Williams will
16 suffer damages in an amount according to proof, which may include lost profits from the delay resulting
17 the filing of Vidal's frivolous Complaint.

18 **THIRD CAUSE OF ACTION**

19 **ABUSE OF PROCESS**

20 78. Williams hereby incorporates by reference paragraphs 1-77 as if they were fully set forth herein.

21 79. On August 31, 2018, Vidal initiated this action against Williams knowing it is premised on false
22 allegations and seeking to use the judiciary to extort from Williams the rights he negotiated and paid for
23 under the Agreement and for which Vidal would otherwise have to pay \$3,000,000 to reacquire.

24 80. Vidal's suit is entirely premised on the allegation that Williams did not exert his best efforts to
25 find a lessee for the Property.

26 81. However, setting aside the communications and evidence between the properties demonstrating
27 that Williams did undertake significant actions to identify a lessee, Vidal's own communications make
28 clear that it was impossible for Williams to lawfully meet Vidal's demands for asking rent; he was asking

1 greater than fair market value. This rent could only realistically be procured from an illegal marijuana
2 dispensary like Vidal's previous tenant.

3 82. Thus, Vidal's demands for excessive rent made it impossible for Williams to lease the Property
4 without facilitating unlawful activities.

5 83. In short, Vidal filed a knowingly frivolous lawsuit to void the Agreement so that he can enter into
6 a more lucrative contract with a third-party.

7 84. Williams has been harmed in that due to Vidal's attempts to rescind or otherwise obstruct the
8 Agreement entered into by the parties, he has not been able to file for Marijuana Dispensary permit on the
9 Property.

10 85. Issuance of such permits in the City of Vista is on a first come first served basis, with only 11
11 permits to be issued for Marijuana Dispensaries, thus, time is of the essence.

12 86. Furthermore, prior to filing of this Cross-Complaint, Williams, through counsel, provided a draft
13 copy to Vidal and his counsel to give them an opportunity to address or reconcile Vidal's demands for
14 rent in his written communications asking for \$3.00 to \$4.50 per square foot and his evidentiary
15 admissions in his Complaint that the fair market value of the space is \$1.37 per square foot.

16 87. Vidal and his counsel were unable to reconcile his position and chose to continue to prosecute
17 the instant action against Williams.

18 88. As result of Vidal's abuse of process, Williams will suffer damages in an amount according to
19 proof, which may include lost profits from the delay resulting the filing of Vidal's frivolous Complaint.
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21 **FOURTH CAUSE OF ACTION**

22 **FRAUD**

23 89. Williams hereby incorporates by reference paragraphs 1-88 as if they were fully set forth herein.

24 90. On or about November 28, 2017, Vidal falsely and fraudulently represented that he would accept
25 fair market value as rent for second floor suite of the Property and that he was a licensed, practicing
26 attorney.

27 91. The representations made by Vidal were false.

28 92. At the time the representations were made Vidal knew them to be false:

1 a. Vidal expected the rent to be received from the second-floor suite to be at least 2.2 times
2 greater than fair market value.

3 b. Vidal had been disbarred and was not a licensed and practicing attorney in good standing
4 at that point in time.

5 93. Williams, at the time these representations were made, was ignorant of the falsity of Vidal's
6 representations and believed them to be true.

7 94. In reliance on these representations, Williams was induced to and did enter into the Agreement
8 with Vidal and paid him a non-refundable deposit of \$5,000.

9 95. As a proximate result of Vidal's fraud, deceit and actions as described herein, Williams has and
10 continues to be damaged. The greatest loss is in the delay in being able to submit for a Marijuana
11 Dispensary permit which may result in Williams not being able to acquire a Marijuana Dispensary.

12 96. In doing the acts alleged herein, Vidal acted with oppression, fraud, and/or malice, and Williams
13 is entitled to punitive damages in an amount to be proven at trial.

14 **FIFTH CAUSE OF ACTION**

15 DECLARATORY RELIEF

16 97. Williams hereby incorporates by reference paragraphs 1-96 as if they were fully set forth herein.

17 98. An actual immediate controversy has arisen and now exists between Williams and Vidal regarding
18 whether the parties have fulfilled their obligations pursuant to the Agreement.

19 99. Vidal alleges that Williams breached the Agreement by failing to set forth his best efforts to
20 lease the second-floor suite. Williams disputes those allegations.

21 100. Williams seeks a judicial determination that he did exert his best efforts to help Vidal identify a
22 lessee for the second-floor suite, but that Vidal's desire for higher than fair market value rent made it
23 impossible for Williams to lawfully identify a lessee.

24 **SIXTH CAUSE OF ACTION**

25 SPECIFIC PERFORMANCE

26 101. Williams hereby incorporates by reference paragraphs 1-100 as if they were fully set
27 forth herein.

28 102. The Agreement is a valid and binding contract between Williams and Vidal.

1 103. The Agreement is clear, unambiguous, supported by adequate consideration and satisfies
2 the statute of frauds.

3 104. The Agreement states the terms and conditions agreed upon by the parties with sufficient
4 fullness and clarity such that specific performance is possible.

5 105. Williams performed all of his obligations required under the Agreement, until Vidal's
6 anticipatory breach made it impossible for him to continue to do so.

7 106. Williams is ready, willing and able to perform his remaining obligations under the
8 Agreement, materially: (i) to pay Vidal \$5,000 as the City of Vista approved an ordinance that allows for
9 the operation of a Marijuana Dispensary; (ii) prepare and file an application for a Marijuana Dispensary
10 permit with the City of Vista; and (iii) resume his best efforts to help identify a lessee for the second floor
11 suite.

12 107. Vidal is able to perform his obligations under the Agreement, materially: (i) to not sell the
13 Property or any rights associated with the Property that would violate the Agreement; and, (ii) if Williams
14 is successful in acquiring a Marijuana Dispensary permit, leasing the Property in accordance with the
15 agreed upon terms in the Agreement.

16 108. Williams has demanded that Vidal refrain from taking actions that interfere with Williams
17 attempts to obtain approval of the Marijuana Dispensary permit at the Property.

18 109. Vidal has filed the instant action seeking to void the Agreement as he does not intend to
19 satisfy his obligations under the Agreement and desires to sell the rights to a third-party who is offering
20 him more consideration than that which he originally negotiated and agreed to with Williams.

21 110. The Agreement is for the lease and use of real property and, thus, Williams' lack of a plain,
22 speedy and adequate legal remedy is presumed. Furthermore, the competition for Marijuana Dispensary
23 permits is extremely high and time is of the essence.

24 111. On January 11, 2019, the City of Vista began accepting Marijuana Dispensary applications.

25 112. As Vidal is the owner of record of the Property, his consent is required in order to apply
26 for a Marijuana Dispensary permit on the Property.

27 113. Vidal has clearly communicated that he intends to void the Agreement via this suit and that
28 he will not allow Williams access to the Property.

1 114. Williams has no adequate remedy at law for the injuries because an award of monetary
2 damages would not provide an adequate remedy as once the limit is reached for Marijuana Dispensaries,
3 the City of Vista will cease issuing permits for Marijuana Dispensaries.

4 115. Based on the foregoing, Defendant is entitled to an order and judgement thereon
5 specifically enforcing the Agreement in accordance with its terms and conditions.

6 **Prayer for Relief**

7 WHEREFORE, Williams respectfully requests of the Court judgment in his favor as follows:

- 8 a. That Plaintiff take nothing by his Complaint and that the same be dismissed with prejudice;
9 b. For an award of general, compensatory, special and/or punitive damages in favor of Williams
10 to be proven at trial;
11 c. For cost of suit incurred herein, including reasonable legal fees;
12 d. For specific performance of the contract between the parties;
13 e. For a preliminary injunction allowing Williams access to the Property so that he may prepare
14 and submit a Marijuana Dispensary application and not be further prejudiced by delay while
15 these proceedings are underway; and
16 e. Such other and further relief as the Court may deem just and proper.

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Dated: February 28, 2019

Law Offices of Andrew Flores

By _____

Andrew Flores
Attorney for Defendant/Cross-Complainant
CHRISTOPHER WILLIAMS

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VERIFICATION:

I, Christopher Williams, declare as follows:

1. I am the Defendant/Cross-Complainant in the present case.
2. I have read the foregoing Cross-Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

Executed on February 28, 2019, at San Diego County, California.

I certify under penalty of perjury that the foregoing is true and correct.

I verify under the penalty of perjury under the laws of the State of California that the factual statements in this Cross-Complaint are true and correct to the best of my knowledge.

Christopher Williams

Christopher Williams