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Clerk of the Superior Court
By Aida Cruz, Deputy Clerk

1 George S. Louis (SBN 54001)
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3 El Cajon, CA 92020
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5 Attorney for Plaintiff

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

7 **COUNTY OF SAN DIEGO**

8 GEORGE S. LOUIS, a California Attorney,
9 In Pro Per; and PATRICIA K. PETERSON,
10 an individual,

11 *Plaintiffs,*

12 vs.

13 GSG PL, INC., a California(CA) corporation;
14 ADAM KNOPF, an individual; AUSTIN LEGAL
15 GROUP, APC, a California Corporation; GINA
16 AUSTIN an individual; SINNER BROTHERS,
17 INC., a California corporation; JOHN W.
18 RICKARDS, an individual; MARY L.
19 RICKARDS, an individual; TAMARA M.
20 LEETHAM an individual, ARDEN ANDERSON
21 an individual, RICHARD ANDREWS JR. an
22 individual, BRITTANY BIESTERFIELD an
23 individual, JEFF MORIARTY an individual, and
24 DOES 1-50, INCLUSIVE,

25 *Defendants.*

CASE NO. 37-2023-00015974-CU-CO-CTL

VERIFIED COMPLAINT FOR:

1. **BREACH OF CONTRACT**
2. **INTENTIONAL MISREPRESENTATION**
3. **FRAUD/FALSE PROMISE**
4. **INTENTIONAL INTERFERENCE WITH ECONOMIC ADVANTAGE**
5. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
6. **CONSPIRACY**
7. **UNJUST ENRICHMENT**
8. **SPECIFIC PERFORMANCE**
9. **DECLARATORY RELIEF**
10. **ELDER FIANCIAL AND EMOTIONAL ABUSE PRAYER and RELIEF**

Unlimited Civil Case

Demand for a Jury Trial

26 Plaintiff George S. Louis based on information and belief, alleges as follows:

27 **PARTIES AND JURISDICTION**

- 28 1. Plaintiff George S. Louis is a California attorney (SBN 54001), a resident of El Cajon, California, and an individual.
1. Defendant John W. Rickards is an individual.
1. Defendant Mary L. Rickards is an individual.

1 4. Defendant Sinner Brothers, Inc. (“SBI”) is a California corporation with its principal
2 place of business in San Diego County, California.

3 5. Defendants John W. Rickards, Mary L. Rickards, and SBI are collectively referred to as
4 “Rickards Defendants.”

5 6. Defendant GSG PL, Inc. (“GSG”) is a California corporation with its principal place of
6 business in San Diego County, California.

7 7. Defendant Adam Knopf is an individual and a resident of San Diego, County, California.

8 8. Defendants GSG and Knopf are collectively referred to as “Knopf Defendants.”

9 9. Plaintiffs are informed and believe, and thereon allege, that each of the Doe Defendants
10 sued herein was and is the agent or employee of the other Defendant(s), and at all times
11 relevant to this Complaint acted within the course and scope of the agency and employment
12 and willfully conspired and agreed among themselves to commit the wrongful acts alleged
13 herein. Each Defendant further ratified the acts of the other.

14 10. Jurisdiction is proper with the above-entitled court as all parties are domiciled in
15 California and the lease agreement that is the subject of this action was entered into in this
16 jurisdiction and was to be performed entirely within the jurisdiction of this Court.

17 **STATEMENT OF FACTS**

18 **Negotiation and Signing of the Lease**

19 11. Plaintiff re-alleges and incorporates by reference the preceding paragraphs 1 through 10
20 as though set forth herein and all subsequent paragraphs through the last paragraph herein.

21 12. On April 18, 2014, Defendant John W. Rickards entered into an agreement (the “Lease”)
22 to lease a portion his property, located at 3452 Hancock Street San Diego, California, 92110,
23 (the “Property”) for the purpose of operating a legal marijuana dispensary. The Lease is
24 attached hereto as Exhibit A.

25 13. On November 1, 2015, the Lease was amended (the “Amendment”) to include additional
26 space for the same purpose at the Property. The Amendment is attached hereto as Exhibit B.
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1 14. In negotiating the Lease, Rickards had no representation—neither an attorney nor a real
2 estate agent—despite the complexity of the twenty-one-page Lease.

3 15. Rickards was 76 years old at the time he signed the Lease.

4 16. Under the terms of the Lease, Rickards tied up his property for the subsequent fifteen
5 years, until April 17, 2029, at which time he would be 91 years old.

6 17. Rickards has no children of his own to inherit the Property.

7 18. Initially, the Lease was presented to Rickards by real estate broker Brad Talbert, who
8 told Rickards that he was solely the agent for Defendant Adam Knopf.

9 19. However, on April 18, 2014, when Rickards signed the Lease, Talbert had Rickards sign
10 an affirmation falsely stating that Talbert, in a dual-agency representation, represented both
11 Rickards and Knopf.

12 20. Talbert had not and did not act as a neutral party, as is required in dual-agency
13 representation.

14 21. Thus, despite the affirmation that Talbert induced Rickards to sign (more than 13 months
15 after Rickards signed the original Lease), Rickards—in reality—had no representation at all
16 in the negotiation or signing of the Lease.

17 ***Louis' Retention as Rickards' Attorney and Dispute Concerning Rent***

18 22. After the Lease was amended on November 1, 2015, a dispute arose between Rickards
19 and Knopf as to the amount of rent Knopf was to pay for the additional space.

20 23. Rickards retained Plaintiff George S. Louis to act as his real estate broker and attorney
21 to settle the dispute.

22 24. Rickards retained Louis on an emergency basis.

23 25. Rickards had been prepared to make a \$50,000 concession to Knopf to avoid going to
24 court, but Louis disagreed and settled the dispute for the amount that was due for the
25 additional space under the terms of the original Lease.
26
27
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1 26. Section 31. of the Lease provides that reasonable attorneys' fees shall be paid to the
2 prevailing party.

3 27. Knopf has refused to pay Rickards the attorneys' fees, per sections 13.6(a) and 13.1 of
4 the Lease, for settling the new Lease terms to conform with the original terms of the Lease.

5 28. Pursuant to section 39.4(a) of the Lease, Knopf and GSG are in default of the Lease's
6 terms.

7 29. Under section 39.4(a) of the Lease, neither Knopf nor GSG may exercise its options
8 while they are in default.

9
10 ***Option Provisions in the Lease***

11 30. Rickards told his Attorney that when he signed the Lease, he was not aware of sections
12 53 and 54 of the Lease, which granted options to Knopf to extend the lease until August 17,
13 2029, and a right of first refusal to lease or purchase all of the property.

14 31. Rickards said that he would not have agreed to those options had he been aware of their
15 inclusion or had he been advised of their significance.

16 32. If Louis had advised Rickards at the time, he would have advised Rickards against
17 agreeing to both of those options.

18 ***Knopf Action and Sale Agreement***

19 33. On October 17, 2018, Knopf filed a verified complaint (the "Knopf Complaint"),
20 attached hereto as Exhibit C, against Rickards and SBI in the San Diego Superior Court.

21 34. Rickards believes that the Knopf Complaint is frivolous and an abuse of process, filed
22 in order to bully Rickards into submission, because Knopf was aware of Rickards's lack of
23 financial wherewithal to finance a defense, his fragile emotional state, and his uncomfortable
24 domestic situation.

25 35. Louis agreed to represent Rickards without a retainer or advance payment until the
26 Knopf action was settled or the Property was sold.

1 36. Pursuant to a sale agreement, attached hereto as Exhibit D, the Property went into
2 escrow, for the cash sale price of \$3,750,000 with a closing date of March 29, 2019.

3 37. The Knopf Complaint was dismissed without prejudice—and later amended to be
4 dismissed with prejudiced—when escrow closed.

5 38. On March 24, 2019—twenty-six days late—Tamara M. Leetham, counsel for GSG, sent
6 an email to Rickards asking for an extension of the March 29, 2019, closing date of escrow,
7 in breach of the escrow agreement.
8

9 ***Assignments of the Property***

10 39. Knopf made at least one or more de facto or actual assignments of the Lease to Point
11 Loma Patients Consumer Cooperative Corporation (“PLPCC”), which Knopf mentions in
12 paragraph 12 of the Knopf Complaint.

13 40. Plaintiffs here have not been able to verify the legal existence of PLPCC.

14 41. On November 7, 2018, Knopf made an assignment to GSG, backdated to be effective
15 retroactively to January 1, 2018, in order to satisfy the requirements of the California Bureau
16 of Cannabis Control (“BCC”).

17 42. On the original date of Knopf’s assignments, Knopf failed to comply with sections
18 12.1(a), 12.2, and 39.2 of the Lease.

19 43. To date, Knopf has failed to comply with section 12.2(e) of the Lease, despite Rickards’
20 written demands for copies of the assignments.

21 ***GSG’s Financial Difficulties***

22 44. In a phone conversation on April 3, 2019, Arden E. Anderson, counsel for GSG, told
23 Louis that GSG could not afford to put more than \$500,000 down.

24 45. Anderson also stated the Knopf and GSG could double their rent payments to \$22,000
25 a month, but they could not afford to pay \$80,000 a month.

26 46. Anderson’s statements suggest that GSG’s opening escrow was fraudulent, as it did not
27 have a source of funding to make good on its all-cash offer of \$3.75 million for the Property.
28

1 Also, GSG PL, Inc.'s tried to use a shell company, LCR 3452-3460 Hancock, LLC, that was
2 only incorporated in Delaware on April 26, 2019, as it's source of funds and delaying the
3 closing of Escrow while it satisfied its third- party funder with the results of the Phase 2 soil
4 report that could have been obtained months earlier.

5
6 47. Knopf and GSG have refused to supply their financial statements, as required under
7 section 16(c) of the Lease, to Louis and Rickards, among others.

8 48. Anderson indicated by email to Louis that GSG would never disclose its financial
9 statements, despite the clear requirements of section 16(c) of the Lease.

10 49. On April 3, 2019, Anderson sent Louis an email detailing a proof of funds that
11 apparently was sourced from a recent "fundraise."

12 50. Anderson's email is evidence that Knopf and GSG opened escrow fraudulently—
13 without possessing the funds required to close escrow and fulfill its all-cash offer of \$3.75
14 million for the Property.

15 51. Furthermore, Anderson did not provide the proof of funds until four days after March
16 29, 2019, the original closing of escrow.

17 52. On April 8, 2019, Anderson sent Louis an email stating that an addendum to the escrow
18 instructions was awaiting approval from GSG's funder, contrary to the all-cash-offer terms of
19 the escrow instructions.

20 53. The side agreement in which escrow was held open at will by Rickards in exchange for
21 certain considerations that have yet to be fulfilled by Knopf and GSG.

22 ***Close of Escrow and Aftermath***

23 54. Escrow closed on April 24, 2019—twenty-four days late—on the sale of the Property to
24 Knopf and GSG.

25 55. Pursuant to the escrow instructions, Rickards was holding over the Property until
26 October 15, 2019, to wind down his business and move it to a new location.
27
28

1 56. On July 23, 2019, Anderson sent an email to Louis demanding that Rickards sign a
2 sublease with Knopf and GSG to move out by October 1, 2019.

3 57. In the same email, Anderson stated that Knopf would change the locks on Rickards'
4 portion of the Property and take Rickards' inventory to the dump.

5 58. In response, Louis called the San Diego Police Department twice to avert a confrontation
6 between the parties.

7 59. No confrontation ultimately occurred.

8 60. To date, Louis has not been paid his attorneys' fees, amounting to at least \$314,600, by
9 any of the parties.
10

11 **FIRST CAUSE OF ACTION**
12 **Quantum Meruit**
13 ***Against Rickards Defendants***

14 61. Plaintiff re-alleges and incorporates by reference the preceding paragraphs 1 through 60
15 as though set forth herein and all subsequent paragraphs through the last paragraph herein.

16 62. Plaintiff and the Rickards Defendants entered into a contract in which Plaintiff and
17 Defendant Rickards implicitly agreed to provide legal services in exchange for compensation
18 (\$314,600 the best faith estimate).

19 63. To date, the Rickards Defendants have not paid Plaintiff any attorneys' fees.

20 64. Plaintiff seeks payment from the Rickards Defendants, Knopf, and GSG Defendants as
21 a de facto third-party beneficiary to §31of the Lease Fee provision of the Lease for the
22 reasonable value of the services he has provided. *See Chodos v. Borman*, 227 C, App. 4th 76,
23 96 (2014), *as modified on denial of reh'g* (July 9, 2014).

24 **Breach of Contract**

25 65. Plaintiff re-alleges and incorporates by reference the preceding paragraphs 1 through 64
26 as though set forth herein and all subsequent paragraphs through the last paragraph herein.

1 66. The Defendants Rickards and his Wife, Mary Rickards, (MW) didn't pay Attorney Fees
2 nor did the Lessee Defendants and the Lease didn't comply with the terms of the Amended
3 Lease rent as required until the last 12-months of the Lease under §52. of the rent schedule
4 and has caused the Plaintiffs Rickards and George S. Louis (Louis) to lose business, personal
5 opportunities, and the time value of money (TVM) made it impossible for Rickards him to
6 pay Louis a retainer and legal fees to mount a legal defense to the frivolous Complaint filed
7 against by the Defendant against the Plaintiff on November 17, 2018, and a result Plaintiff's
8 Attorney is a third-party beneficiary (TPB) to §31 of the Lease. If the Lessor had successfully
9 evicted the Lessee for nonpayment of the Lease as required under the terms of the Lease the
10 value of his property would have been greatly diminished because the License to sell
11 marijuana belongs to the Lessee not the Lessor or is it attached to his property which limited
12 his options to enforce the terms of his Lease against the Lessee.
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14 67. On or about April 17, 2014, and amended on November 1, 2015, (Exhibit "F") Plaintiffs
15 and Defendants entered into the Lease Agreements. Defendants refuse to acknowledge the
16 application of §39.2 of the Lease that states that the §§53. and 54. are only exercisable by
17 Knopf as an individual and only while the original Lessee is in full possession. Therefore,
18 when the original Lease was de facto assigned without the permission or even a request of the
19 Lessor to GSGCC and subsequently to GSG PL, Inc. on January 1, 2017, the first assignment
20 was invalid. Under the second assignment by and from Knopf, ("ASSIGNOR") of the Lease,
21 (Assignment Exhibit "G") to GSG PL, Inc. a for-profit corporation, the options of §§53. and
22 §54. of the Lease are no longer currently exercisable because per §39.2 GSG PL, Inc. is a for-
23 profit corporation with multiple shareholders and not Knopf. The GSG PL, Inc. the
24 ("ASSIGNEE") isn't Adam Knopf, whose is the ASSIGNOR, and who after the
25 ASSIGNMENT is no longer in sole full possession of the Premises per the requirements of
26 §39.2 of the Lease. There doesn't seem to have ever been a California corporation registered
27 on or about April 24, 2014, with the Secretary of State under the name Point Loma Consumer
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1 Cooperative (“PLPCC”) as listed in the Statement of facts Number 12. of the Defendants
2 Verified Complaint. On October 19, 2018, The Bureau of Cannabis Control (BCC),
3 California sent a letter (Exhibit “H”) to the Defendant wherein it wasn’t satisfied with
4 Defendant’s use of the term “or assignee”, and thus it didn’t consider that term to be a “simple
5 placeholder” for use by GSGCC, GSG PL, Inc., or Knopf, so the BCC required a copy of the
6 formal assignment of the Lease (Exhibit “B), signed on November 7, 2018, and backdated to
7 January 1, 2018, and the BCC made clear that it considered the “or assignee”, claim to be of
8 no consequence or effect.
9

10 68. Knopf refused to comply the provisions of the Lease listed in Number 10. above.
11 Plaintiff has performed its obligation, covenants, and conditions required of it under the lease,
12 except to the extent any such obligations, covenants, or conditions have been excused,
13 prevented or waived by Defendant’s acts or commissions. Plaintiff asserts it rights under
14 §§24.(a), (b), and reaffirmed in Number 12. of the Lease Assignment (Exhibit “B”) all other
15 provisions of the Lease that are consistent therewith.

16 69. Plaintiff has made it clear to defendant that his property and or lease is for sale and that
17 plaintiff’s real estate broker holds the exclusive right to sell the property and/or lease.
18 however, defendant has failed to provide the most recent 3 years of its financial statement per
19 §16.(c) of the lease despite receiving a written demand (exhibit “i”) and because the defendant
20 is a potential buyer that makes its financial statements relevant to its purchase and the potential
21 for securing backup offers that the plaintiff seeks to ensure the sale of its property in the event
22 that escrow doesn’t close. the defendant’s bad faith was demonstrated by its presentation of
23 a non-disclosure agreement (NDA exhibit “j”) that required a potential buyer to accept all the
24 claims that were made in the now dismissed complaint filed by the defendant against the
25 plaintiff. defendant refused to supply its financial statements to oak holdings with whom they
26 were trying to negotiate a sale with leaseback to enable them to continue lease the property
27 when they refused to comply with oak holdings NDA that required financial statements that
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1 the defendant also has repeatedly refused to provide under §16.(c) of the lease. on April 3,
2 2019, during a phone call, defendant's attorney, Arden e. Anderson, told plaintiff's attorney
3 that GSG PL Inc. was loath to ever disclose its financial statements, well then, the defendant
4 shouldn't have signed a lease with that requirement which was negotiated by the real estate
5 broker who represented them in the acquiring the lease they agreed to.

6
7 70. Defendant's actions have demonstrated that they will do anything to obstruct the sale of
8 the Plaintiff's property to a third party without regard to whether it's consistent with the terms
9 of the Lease and despite the Lessee's failure to comply with the terms of the Lease 's §16.(c),
10 the Estoppel provision.

11 71. On March 21, 2019, Ms. Tamara M. Leetham, Esq., GSG PL, Inc's attorney sent an
12 email to Rickards asking for an extension of the March 29, 2019, closing date of Escrow,
13 which amounts to an anticipatory breach of the Escrow Agreement. On April 8, 2019,
14 Plaintiff's attorney received an email from Defendant's attorney, that an Addendum to the
15 Escrow Instructions was awaiting approval of the Defendant's funder which is contrary to the
16 all cash offer of the Defendant of the Escrow instructions.

17 72. Defendant made a request for a trial by jury that both parties to the Lease waived per
18 §47. of the Lease and when questioned by Louis the Lessee's Attorney stated that Defendant's
19 attorney stated that he should include that in his answer.

20 73. Defendant failed to comply with the side agreement.

21 74. Plaintiffs have been damaged as a direct result of Defendant's breach in and amount to
22 be determined at trial.

1 **Second CAUSE OF ACTION**
2 **Intentional Misrepresentation**

3 75. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 74 as set forth
4 herein and all subsequent paragraphs through the last paragraph herein.

5 76. Defendant intentionally misrepresented the identity of the Buyer because the actual buyer
6 was a different company than the Buyer denominated in the Sale Agreement and Escrow
7 Instructions. When the Plaintiff's attorney pointed out that the proposed Assignment was
8 incorrectly written and had the wrong parties named with the Plaintiff named as the Assignor,
9 the Defendant's attorney agreed and stated that the Assignee's attorney had improperly
10 written the Assignment and agreed that once the property was sold the Assignment of the
11 Lease didn't make sense because after the property was purchased by the Lessee the Lease
12 would be extinguished, and thus there was no Lease to assign. Ms. Arden E. Anderson told
13 Plaintiff's attorney, that the Assignment to the new buyer would be handled internally
14 between the Defendant and Assignee and no change to the Escrow instructions was needed
15 and thus the Plaintiff need not be concerned with the Assignment. However, it now appears
16 that the Buyer of the property is an entity that was named as the Assignee and that's an act by
17 the Defendant in concert with the Buyer that's a civil unjust enrichment / conspiracy to
18 defraud the Defendant and delayed the closing of Escrow that resulted in the Plaintiff loss of
19 the TVM and an intentional infliction of emotional distress to both the Plaintiff and Plaintiff's
20 attorney.

21 77. Defendant, KNOPF, fraudulently informed Escrow that the Plaintiff had agreed to an
22 assignment of its rights under the Sale Agreement and Escrow Instructions, without first
23 getting the assignment approved by the Seller because there was no right of assignment in the
24 Sale Agreement or Escrow Instructions, but despite that Defendant then maintained the
25 assignment even after the Seller expressly told Escrow that had not agreed to the assignment
26 resulting in the assignee financing the sale that was supposed to be for funded for all cash by
27 the Buyer under the Sale Agreement and Escrow Instructions that caused a delay of 26 days
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1 to the closing of Escrow and loss of the TVM and intentional infliction of emotional distress
2 to the Seller. Defendant cannot unilaterally amend the Escrow instructions as it attempted to
3 do on March 27, 2019. Defendant did not comply with the requirement of its Assignment to
4 abide by all the terms of Escrow and imposed new requirements of its own and closed Escrow
5 26 days late. Plaintiff was not given a copy of the Assignment with the Assignee's signature
6 and there was no provision for the Assignment to be signed in counter parts and no copy with
7 both the Plaintiff's and Defendant's signatures.
8

1
2 **THIRD CAUSE OF ACTION**

3 **Fraud – False Promises**

4 78. Plaintiff re-alleges and incorporates by reference paragraphs 1- through 77 as set forth
5 herein and all subsequent paragraphs through the last paragraph herein.

6 79. Defendant knew that RICKARDS needed the Lease payments per the schedule as agreed
7 per §52 of the Lease in order to pay his attorney and continue his business and personal affairs
8 but nevertheless has never paid the rent as agreed despite a written demand made upon the
9 Defendant on November 12, 2018. The foregoing described failure to pay the Lease rent as
10 agreed is continuing until April 1, 2019, of the Plaintiff's property, despite the written
11 demands of Rickards, makes it obvious that the Defendant never had any intentions of making
12 the Lease payments as agreed. A subsequent promise to make the Lease payments by AK as
13 agreed wasn't kept.

14 80. Defendant KNOPF'S failure to comply with many of the Lease terms as described above
15 in sufficient detail shows a repeated pattern of the Defendant's willful ignoring of its
16 obligations under the Lease from its very inception on April 17, 2014, through the present and
17 makes it abundantly obvious that the Defendant made false promises and never intended to
18 fulfill his part of the bargain at the time he entered into the Lease.

19 81. Defendant entering into Escrow with the Plaintiff to purchase the property with no
20 intention of closing it and knowingly did not have ability to fulfill its terms to of its purchase
21 for all cash of \$3,750,000. On April 8, 2019, Plaintiff's attorney received an email from
22 Defendant's attorney, that an Addendum to the Escrow Instructions was awaiting approval of
23 the Defendant's funder which is contrary to the all cash offer of the Defendant in the Escrow
24 instructions that implied the Defendant had the funds to close Escrow at the time it was opened.

25
26 81. Plaintiff believes that under 13.1(g) the materially false statement made by Defendant by
27 its opening Escrow for an all cash sale price of \$3,750,000 when it didn't have the funds to
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1 close Escrow and opened Escrow for the relatively GWD of \$25,000, wouldn't supply a proof
2 of source of funds and set an overly long Escrow term in order to keep the Plaintiff's property
3 off the market while the Defendant tried to raise the fund to close the all cash sale price and
4 which he believes was supplied by a third-party as explained in Number 36. above.

5 82. Ms. Arden E. Anderson, Esq. told me (Client's Attorney) during a telephone conversation
6 during which we were discussing the possibility of a new Lease with purchase option that
7 GSG PL, Inc. couldn't afford to put more than \$500,000 down and then said that the Lessee
8 would double the rent to \$22,000/month but couldn't afford to pay \$80,000/month (a figure
9 that she volunteered). This goes toward proving that when GSG PL, Inc. opened Escrow it
10 was fraudulent because they didn't have a source of funds make the \$3.750,000 deposit to
11 make good on its all-cash offer and amounts to a fraudulent opening of Escrow and also might
12 implicate its attorneys in the fraud. Also, GSG PL, Inc.'s trying to use a shell company, LCR
13 3452-3460 Hancock, LLC, that was only incorporated in Delaware on April 26, 2019, as it's
14 source of funds and delaying the closing of Escrow while it satisfied its third-party funder
15 with the results of the Phase 2 soil report that could have been obtained months earlier.

16 83. Defendant KNOPF refused to supply its financial statements to Oak Holdings with whom
17 they were trying to negotiate a sale with leaseback to enable them to continue lease the
18 property when they refused to comply with Oak Holdings NDA that required financial
19 statements that the Defendant also has repeatedly refused to provide under §16. (c) of the
20 Lease. Defendant's attorney, Arden E. Anderson, told me that GSG PL, Inc. was loath to ever
21 disclose its financial statements, well then, the Defendant shouldn't have signed a Lease with
22 that requirement which was negotiated by the real estate broker who represented them in the
23 acquiring the Lease they agreed to.

24 84. On April 3, 2019, Defendant's attorney, Ms. Arden E. Anderson, sent Plaintiff's attorney,
25 an email detailing a proof of funds that apparently was sourced from a recent, "fund raise."
26 That's evidence that Defendant/its attorneys opened Escrow fraudulently and refused to
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1 submit proof of funds to Plaintiff because it didn't have the funds to close Escrow until
2 recently. It is believed Defendant has a pattern of similar behavior because it lost its deposit
3 when it didn't have sufficient funds to close escrow on a contiguous property.

4 85.Plaintiff and TPB relied upon the Defendant to follow through on the Side Agreement that
5 wasn't signed and delivered to the Plaintiff as agreed by Ms. Arden E. Anderson, Defendant's
6 attorney, and only held escrow open as consideration for the Side Agreement and free copies
7 of the Phase 1 and 2 soil reports for potential use with different buyer.
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1 **FOURTH CAUSE OF ACTION**

2 **Intentional Interference with Economic Advantage**

3 86. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 85 as set forth
4 herein and all subsequent paragraphs through the last paragraph herein.

5 87. Defendant Rickards and MW, didn't pay attorney fees when the Lessee filed a Complaint
6 against the Plaintiff and although the Complaint was dismissed without prejudice after Escrow
7 was opened and the lis pendens removed during the pendency of the Escrow the threat of the
8 Defendant KNOPF refiling its Complaint was a great discouragement to prospective
9 purchasers of Plaintiff's property because a refiling of the Complaint would have tied the
10 property up in litigation for years despite that Defendant was in breach of the Lease and made
11 it very difficult to get backup offers in case the Buyer didn't close Escrow. And in point of
12 fact the property was improperly held off the market by the Defendant for 191 days while the
13 Defendant tried to secure the financing or cash to fund closing of Escrow for \$3,750,000.
14 After being notified via email of the abovementioned offer defendant refused to provide 3-
15 years of its financial statements and other documentation necessary required under the
16 Estoppel Certificates, 16. (c), of the lease with the purpose of helping potential third-party
17 financing, lessees, and purchasers assess the potential risks and propriety of contracting with
18 the lessor. The lessee's failure to comply with §16. (c) of the lease prevented the other
19 potential buyer from doing their due diligence and therefore, any objection by that the Lessee
20 asserting that until the other potential buyer completed its due diligence that there's no way
21 to know if the other potential sale would have closed escrow should be estopped due to the
22 bad faith of the Lessee.

23
24 88. Defendant's failure to take actions as set forth above have deprived the Plaintiff of the
25 opportunity to sell his property to a third party from who he received a signed offer ("Exhibit
26 X") for a higher sale price that also reduced his tax liability. The Plaintiff had a backup offer
27 of \$4,400,000 (\$650,000 higher than the sale price) all cash with a good will deposit (GWD)
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1 of \$175,000 that might have been even higher if the Defendant had complied with §16(c) of
2 the Lease that resulted in a monetary loss to the Plaintiff, Plaintiff's real estate broker sale
3 commissions (of at least \$32,500), 5% of the sale price) and an additional \$34,000, 1% for
4 arranging the \$3,400,000 of carryback financing.. Plaintiff's TPB of potentially higher legal
5 fees and the Lease of his real estate commission and legal fees.
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1 **FIFTH CAUSE OF ACTION**

2 **Intentional Infliction of Emotional Distress**

3 89. Plaintiffs and TPB re-alleges and incorporates by reference paragraphs 1 through 88 as
4 set forth herein and all subsequent paragraphs through the last paragraph herein.

5 90. Defendant didn't pay the rent as agreed and required per §52. of the Lease until the final
6 year of the fifth year of the Lease, and Defendant's failure to always make monthly payments
7 on the first of the month intentionally caused the Plaintiff emotional and financial distress by
8 making it difficult for him to finance his personal, business, and legal expenses. That is an
9 intentional infliction of emotional distress which intimidated Rickards causing him to be
10 afraid to assert his rights under the Lease for fear of retribution by the Defendant.
11

12 91. Filing of a frivolous lawsuit by Defendants Knopf, and GSG PL, Inc. against Rickards in
13 order to bully him into submission, and was acting in bad faith, because its options cannot be
14 exercised while it is in default of the Lease, as described above, under §39.4(a) and its
15 subsections. Defendant tried to force Rickards to accept his improper demands because he
16 knew that Rickards couldn't afford to defend the lawsuit and thereby would lose by default
17 because he couldn't finance a defense that was caused by the Defendant's breach of §52. of
18 the Lease is an intentional infliction of extreme emotional distress on Plaintiff and TPB.
19 Defendant's filing of its Complaint under these circumstances effectively coerced Rickards
20 into agreeing to the sale of his property to the Defendant for less than its true worth as a legal
21 dispensary of medical and adult recreational marijuana because, as stated above, he couldn't
22 afford to finance a defense of the Defendant's Complaint because Rickards believed that
23 agreeing to the sale was the only way for him to get the Defendant to dismiss its Complaint,
24 so that he wouldn't lose his rights under the Lease by default.

25 92. Defendant proffered a sham NDA that required a potential third-party purchaser to
26 acknowledge all the claims of the Lessee's Complaint in order to impede the sale of the
27

1 dispensary to a third party that is an additional infliction of emotional distress to Plaintiff and
2 TPB.

3 93. On October 15, 2018, Defendant's attempted to exercise the first of two 60-month options
4 to extend the Lease for the first of two 60-months options after he de facto Assigned the Lease
5 to third party lessee to GSG PL, Inc. on January 1, 2018, in violation of the Lease's §§ 12.2(e),
6 (f), (g), 39.2, 39.4(a), (b), and (c) and , therefore, JK rejected AK's attempt to exercise the
7 option of the Lease that intentionally caused the infliction of emotional distress to the Plaintiff
8 and TPB.

9 94. Defendant's Continued ignoring of demands for compliance with written demands to
10 comply with the Lease terms and other requirements such as payment of rent of per §52. of
11 the Lease rent schedule or payment of attorney fees and other amounts due Plaintiff and TPB
12 under §12. (e) and attorney fees per §31. of the Lease caused the Rickards a great deal of
13 emotional distress. The Defendant isn't released from compliance with any terms of the Lease
14 simply because there's an existing escrow and is a continuing intentional infliction of
15 emotional distress to Rickards and TPB.

16 95. Defendant's continuing refusal to offer a proof of the source of funds to close Escrow is
17 an intentional infliction of emotional distress to Plaintiff and his TPB and broker or to comply
18 with the required disclosure of its most recent 3 years of its financial statements under §16.
19 (c) of the Lease and sent an email on March 21, 2019, that per Number 9. of the Statement of
20 Facts above is an intentional infliction of emotional distress to both Rickards and his Attorney
21 and his Attorney's Wife, Patricia's K. Peterson, that AK wouldn't have the funds to close
22 Escrow.

23 96. Defendant's failure to cure its continuing defaults while trying to exercise an option to
24 extend the Lease per §39.4 and its subsections that can't be exercised while the Lessee in in
25 default is another continuing intentional infliction of emotional distress to Plaintiff and TPB
26 and real estate broker.
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1 97. Defendant's claim that Plaintiff won't allow the Defendant to bid against third party
2 competing offers, when the Defendant has been repeatedly assured to the contrary which has
3 caused additional intentional infliction of emotional distress to the Plaintiff, TPB, and real
4 estate broker by impugning his good faith and integrity.

5 98. Failure of the Defendant to provide the most recent 3 years of its financial statements as
6 required by §16(c) that makes it difficult if not impossible for the Plaintiff to receive backup
7 offers, as insurance against the Defendant's possible failure to close Escrow and is a cause of
8 severe anxiety and intentional infliction re emotional distress to Plaintiffs, TPB, and Real
9 Estate Broker-Attorney and his Wife.

10 99. Defendant's failure to close Escrow on time for improper reasons caused the intentional
11 infliction of emotional distress to the Plaintiffs TPB, and Real Estate Broker-Attorney and his
12 Wife.

13 100. Beginning on June 22, 2019, through July 19, 2019, defendant's attorney made improper
14 demands for plaintiff to sign lease agreements and to reimburse defendant's \$6,838.50 of
15 attorney fees for a negotiation that didn't take place with the Seller/Seller's Attorney and
16 made a false claim that the Buyer couldn't get insurance otherwise without said signature.

17 101. After the close of escrow Defendant in person and his attorney in emails tried to get
18 Plaintiff to move out on October 1, 2019, and Defendant threatened, to change the locks on
19 Plaintiff's holdover portion of the property and take his inventory to the dump despite the fact
20 that an Addendum to Escrow and plaintiff's and closing statement states the holdover date is
21 October 15, 2019. On July 23, 2019, the Defendant's threats of physical violence necessitated
22 having the san Diego Police Department called by Plaintiff's Attorney to send several squad
23 cars to the property and talk to the Plaintiff and Defendant in order to defuse the situation.

24 101. On numerous occasions Defendant failed to comply with a proper written demand to
25 provide at least 3-years of its financial statements when potential sales were in play and to
26 assure the Plaintiff and his attorney that they'd be able to pay the Plaintiff's attorney fees if
27

1 the Plaintiff prevailed and thereby intentionally caused both the Plaintiff emotional distress
2 regarding whether the attorney could risk continued representation of the Plaintiff.
3

4 **SIXTH CAUSE OF ACTION**
5 **UNJUST ENRICHMENT**

6 102. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as set forth
7 herein and all subsequent paragraphs through the last paragraph herein.
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9 103. The Plaintiff believes that Defendant's actions described above were accomplished with
10 the knowing aid and cooperation of one or more parties/entities including but not limited to
11 the Defendant, its attorneys and the Lessee/Buyer and its successors in interest.
12

13 **SEVENTH CAUSE OF ACTION**

14 **Unjust Enrichment**

15 104. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 101 as set forth
16 herein and all subsequent paragraphs through the last paragraph herein.

17 105. Once the Defendant KNOPF filed suit against the Plaintiff RICKARDS and dismissed it
18 without prejudice it he is estopped from not paying the Plaintiff's legal fees under §31. of the
19 Lease and by not doing so is being unjustly enriched. The Defendant's Complaint's Prayer
20 for relief asked the Court to award attorney fees and costs and is now therefore, estopped from
21 deigning the application of §31. of the Lease by the Plaintiff for reimbursement of his attorney
22 fees and costs. Rickards Defendants, Knopf, and GSG have been Unjustly Enriched by not
23 paying the Legal Fees of Plaintiff George S. Louis.
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1 **EIGHTH CAUSE OF ACTION**

2 **Specific Performance**

3 106. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 103 as set forth
4 herein and all subsequent paragraphs through the last paragraph herein.

5 107. Plaintiff and Knopf entered into the Lease Agreement and Amended Lease Agreement
6 with specific options contained therein, an enforceable contract, sufficiently certain in its
7 terms, with the exception of §54., Option to Purchase/Expand because its, “first right of
8 refusal to purchase and/or lease additional space,” lacks a term that specifies a time frame to
9 exercise those options and is therefore, void for vagueness, but as regards the Lease and
10 Amended Lease’s other provisions, they require each party to operate in good faith.

11 108. Plaintiff has performed under the Lease Agreement and Amended Lease or was excused
12 for any non-performance.

13 109. Defendant has breached the Lease Agreement and Amended Lease as described above
14 in paragraphs 1-26. Plaintiff’s remedy at law is inadequate in that the Subject Properties are
15 unique, and the Lease Agreement and Amended Lease defaults are difficult if not impossible
16 to remedy at this late date.

17 110. Plaintiff relied on Defendant’s promise and has withheld his property for sale during the
18 current term of the Escrow with a potential TVM loss of making an earlier sale date to a third-
19 party buyer. But if not for the false promises made by Defendant Knopf, the Plaintiff would
20 have been able able to market his property to a third-party buyer for a much higher price than
21 the Escrow price of \$3,750,000 that’s nowhere near the property’s fair market value as a legal
22 retail dispensary site for the sale of marijuana. For example, on April 24, 2019, there was an
23 open offer by a third-party buyer for \$4,400,000.

24 111. The third-party owner of the property would be receiving the triple (NNN) Lease
25 payment of \$132,000 for the final 12 months of the original 5-year Lease term that’s due when
26 it begins on April 18, 2019, or at least NNN \$11,000 per month even if the Lessee fails to
27

1 honor §52. of the lease. During the time the buyer needs to secure its own Conditional Use
2 Permit (CUP). The City of San Diego’s CUPs for cannabis dispensaries are not transferable
3 to a new buyer of a dispensary nor do they run with a dispensary property. A new owner
4 operator needs to obtain their own CUP and new BCC permit, the new owner would enjoy
5 the benefit of the Lease payment(s). The new application for a CUP at the property can be
6 applied for while the dispensary is still being operated by the Defendant. After obtaining its
7 permits to operate the dispensary, the new owner can evict the Defendant who is in a non-
8 curable default of the Lease and the new owner could resume the operation of a dispensary
9 on the property with a minimal disruption to its operation. In any case, since the Defendant
10 has lost its options to renew the Lease as well as its right to occupy the property under the
11 existing Lease that ends on April 17, 2020, that would allow the new owner to evict the Lessee
12 and take possession of the property.
13

14 112. Defendant now stands to effectively “steal” the Plaintiff’s property for a much lower
15 price than its fair market value because of its failure to provide the most recent 3 years of its
16 financial statements per §16. (c) of the Lease and Amended Lease and its failure to
17 acknowledge that the Lease’s §§53. and 54. are no longer exercisable/never exercisable by
18 the Defendant per Number 61. above.

19 113. The Court should require specific performance of escrow by the Defendant or if the
20 Plaintiff chooses, void the Escrow - Sale Agreement (Exhibit “E”) without penalty to permit
21 the property’s sale to a third party.

22 114. And in the alternative as a result, Plaintiff has suffered damages to be determined at trial.
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NINTH CAUSE OF ACTION
DECLARATORY RELIEF

115. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 110 as set forth herein and all subsequent paragraphs through the last paragraph herein.

116. An actual controversy has arisen and now exists between Plaintiff and Defendant concerning the respective rights, duties, and obligations of Plaintiff and Defendant relative to the Lease Agreement and Amended Lease Agreement as to the exercisability of the Defendant's options that Plaintiff believes are no longer operative per §39.2 and its subsections due to the actions of the Defendant and notices of default to Defendant by Plaintiff Exhibits ("C", "I", "L", and "M") under §39.4(a)(iv) including but limited to Defendant being in continuing default under and §24(a), (b), and reaffirmed under Number 12. of the Assignment of the Lease (Exhibit "B") unambiguously states that without a writing to the contrary Plaintiff hasn't waived or lost any of his rights under the Lease. After April 17, 2019, under §39.4(a)(iv) of the Lease, if the Defendant is in default, it is too late for the Defendant to exercise the options because there's less than 12 months and there was less than 12-months when Escrow closed on April 24, 2019, that's the mandatory timeframe for the Defendant to cure any defaults under §39.4 and its subsections and then under §§12.2(d), 39.2, and its subsections evict the Defendant and to assert among other remedies also collect the entire balance of the rent due through the end of the Lease on April 17, 2020.

117. Plaintiff seeks a judicial declaration as to the parties' rights, duties, and obligations under the Lease Agreement and Amended Lease Agreement. A judicial declaration is necessary and appropriate at this time and under the circumstances in order that the parties may ascertain their rights, duties, and obligations as to the unique real property including but limited to Plaintiff's right to recover its legal fees under §31. and §8.7. of the Lease that may have or have been paid yet, currently owed, and may be incurred to collect those fees/future fees notwithstanding that the Plaintiff didn't file an appearance in Defendant's Lawsuit and that

1 Defendant's Complaint is dismissed with prejudice, and the parties don't have a settlement
2 agreement. That the Defendant is estopped from deigning the Plaintiff's right to recover
3 attorney fees because the Sixth Cause of Action and Fourth Prayer of its Complaint filed on
4 October 17, 2018, requested attorney fees and an email on June 22, 2019, (which was after
5 Escrow closed on April 24, 2019) to Plaintiff's attorney threatened to require the Plaintiff to
6 pay the Defendant's legal fees for drawing up an unnecessary sublease.
7

8 118. Plaintiff's Attorney and Real Estate Broker may also sue the Defendant's for his attorney
9 fees/sales commission on his own behalf as a third-party beneficiary for the attorney fees and
10 sales commission under §31. that he would have received under. of the Lease 16.(c) of the
11 Lease and he prevails, he should be entitled to recover the additional real estate broker fees
12 and of \$32,500 fees and \$34,000 for arranging the carryback financing at 1% and the legal
13 fees and costs thereof under §31. of the Lease.

14 119. If Plaintiff assigns all his rights under the Lease, the Assignee shall have all rights of the
15 Plaintiff to pursue any and all legal remedies under the Lease as if the Assignee was the
16 original Lessor.

17 120. Plaintiff seeks to have the sale to LRC 3452-3460 Hancock LLC voided because it was
18 obtained by a fraudulent assignment to a buyer not a party to the sale agreement or the Escrow
19 and intentionally interfered with the Plaintiff's economic advantage by preventing Plaintiff
20 from selling the property to a third-party and order that the Plaintiff retain the proceeds of
21 voided sale until such time as a third-party purchases Plaintiff's property.

22 121. Defendant's actions described above were accomplished with the knowing aid and
23 cooperation of one or more parties/entities including but not limited to the Defendant, its
24 attorneys and the Lessee/Buyer and its successors in interest.
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2 TENTH CAUSE OF ACTION

3 **ELDER FINANCIAL AND EMOTIONAL ABUSE**

4 122. Plaintiffs re-alleges and incorporates by reference paragraphs 1 through 117 as set forth
5 herein and all subsequent paragraphs through the last paragraph herein.

6 119. Breach of the Lease by not paying the Lease payment as specified therein, failure to pay
7 attorney fees for abandoning the Lessee's demands for lower Lease payments, and various
8 breaches of the Lease and the Escrow agreement after the close of Escrow is Elder of Rickards,
9 George S. Louis, and his Wife.

10 **PRAYER FOR RELIEF**

11 Wherefore, plaintiffs prays for judgment as follows:

- 12 1. General and special damages against Defendants which will be shown according to
13 proof at trial.
- 14 2. Specific performance of the Lease Agreement without the options/of the sale agreement,
15 Escrow, and Side Agreement.
- 16 3. A permanent injunction prohibiting the Defendant from exercising the options under
17 §§53. and 54. of the Lease.
- 18 4. Declare that GL is a de facto third-party beneficiary to §§ 31 and 8.7 of the Lease to
19 allow him to sue the Lessee-Buyer in his own behalf for his attorney fees due from the
20 Lessee=Buyer, or in the alternative assign JR's right to collect attorney fees under the Lease
21 to GL in order that he may sue the Lessee-Buyer in his own right for his attorney fees due
22 under §§ 31. And 8.7 of the Lease;
- 23 5. Punitive damages;
- 24 6. For attorney's fees under the doctrine of quantum meruit under §§ 6147 (b) 6148 and
25 (d) (1), (2) and (4) of the California Business and Professions Codes and for the actual cost of
26 the recovery of the attorney fees under §31. of the Lease;
- 27 7. For all costs of suit incurred herein:
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- 1 8. For prejudgment interest in an amount according to proof; and
2
3 9. For such other and further relief as the Court may deem just and proper.

4 MARCH 14, 2023,
5

6 *George S. Louis*
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8 George S. Louis, Plaintiff
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VERIFICATION

**Verification of Pleading (Code Civ. Proc., § 446)
Declaration under Penalty of Perjury Form (Code Civ. Proc., §§ 446, 2015.5)**

By Party

CASE TITLE George S. Louis vs. Adam Knopf, et al.

I, George S. Louis,

I am the Plaintiff in the above-entitled matter.

I have read the foregoing Complaint and know the contents thereof.

The same is true of my own knowledge, except for matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

Executed on March 14, 2023, at El Cajon, San Diego County, California

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

MARCH 14, 2023,

George S. Louis

George S. Louis, Plaintiff