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7 Plaintiff *In Propria Persona*
and Attorney for Plaintiffs
8 Amy Sherlock and Minors T.S.
9 and S.S.

10
11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA

13 ANDREW FLORES, an individual, AMY
14 SHERLOCK, on her own behalf and on
15 behalf of her minor children, T.S. and
16 S.S.

17 Plaintiffs,

18 vs.

19 GINA M. AUSTIN, an individual, AUSTIN
LEGAL GROUP APC, a California Corporation;
20 LAWRENCE (AKA LARRY) GERACI, an
individual; TAX & FINANCIAL CENTER,
21 INC., a California Corporation; REBECCA
BERRY, an individual; JESSICA MCELFRISH,
22 an individual; SALAM RAZUKI, an individual;
23 NINUS MALAN, an individual;
MICHAEL ROBERT WEINSTEIN, an
24 individual; SCOTT TOOTHACRE, an
individual; ELYSSA KULAS, an individual;
25 FERRIS & BRITTON APC, a California
Corporation; DAVID DEMIAN, an individual,
26 ADAM C. WITT, an individual, RISHI S.
27 BHATT, an individual, FINCH, THORTON, and
BAIRD, a Limited Liability Partnership, JAMES
28 D. CROSBY, an individual; ABHAY
SCHWEITZER, an individual and dba TECHNE;

Case No.: 20-CV-000656-JO-DEB

DECLARATION OF ATTORNEY
ANDREW FLORES; EX PARTE
APPLICATION FOR ORDER
SHORTENING TIME ON (1)
MOTION TO VACATE ORDER
OR, (2) ALTERNATIVELY, A
STAY OF ACTION

Complaint Filed: April 3, 2020

Judge: Hon. Jinsook Ohta

JAMES (AKA JIM) BARTELL, an individual;
BARTELL & ASSOCIATES, a California
Corporation; NATALIE TRANG-MY
NGUYEN, an individual, AARON MAGAGNA,
an individual; A-M INDUSTRIES, INC., a
California Corporation; BRADFORD
HARCOURT, an individual; ALAN CLAYBON,
and individual; DOUGLAS A. PETTIT, an
individual, JULIA DALZELL, an individual,
MICHAEL TRAVIS PHELPS, an individual;
THE CITY OF SAN DIEGO, a municipality;
2018FMO, LLC, a California Limited Liability
Company; FIROUZEH TIRANDAZI, an
individual; and DOES 1 through 50, inclusive,

Defendants.

Pursuant to the Court’s inherent power and Federal Rule of Civil Procedure (FRCP) 60, Plaintiffs – attorney Andrew Flores, Amy Sherlock, and her two minor children, T.S. and S.S. (the “Sherlock Family”) – respectfully move the Court to grant this ex parte application (“Application”), issue an order shortening time on a hearing to vacate this Court’s order issued on March 23, 2022 (“Order”), and deem this Application the moving papers.¹

The Order granted defendant F&B’s² motion to dismiss (“MTD”). Good cause exists to grant this Application. Good cause exists to grant this Application and vacate the Order because the Court mistakenly made an error of law in applying the doctrine of collateral estoppel to Plaintiffs and granting F&B *Noerr-Pennington* immunity; based on new evidence; and because the Order is the product of a fraud on the court.

Good cause exists for this Application. Stated in plain words, the new evidence - records of the City of San Diego’ Development Services Department (DSD) - provides conclusive proof that defendants have conspired to illegally acquire ownership interests

¹ The Order is attached hereto as Ex. A and the transcript from the hearing is attached hereto as Ex. B.

² “F&B” means defendants Michael Weinstein, Scott H. Toothacre, Elyssa Kulas, Rachel M. Prendergast, and Ferris & Britton, APC.

1 in cannabis businesses. And in furtherance of that conspiracy, highly probably had a role
2 in the death of Michael Sherlock, the husband and father of the Sherlock Family.

3 This Court cannot fail to vacate the Order that finds a state court judgment is valid
4 when it is void for, *inter alia*, enforcing an illegal contract procured through an attorney-
5 client conspiracy. The same conspiracy that the evidence strongly indicates may include
6 the murder of Mr. Sherlock. Materially, once the new evidence was discovered and
7 Plaintiffs demanded additional connected records from the City, the City communicated
8 on October 7, 2022, that it has “lost” the additional records requested that would
9 specifically prove forged documents were processed by DSD employees and which DSD
10 employees did so. This is a clear evidence of a cover up and evidence of what the Court
11 must know to be true, defendants who are jointly liable for tens of millions of dollars, are
12 taking steps to eliminate and cover up evidence of their wrongdoing. Ex parte relief is not
13 just warranted, it is required based on the evidence presented and undisputed facts.

14 On October 12, 2022, plaintiff attorney Andrew Flores provided notice to all parties
15 that this Application would be filed (as set forth in the proof of service). However, Flores
16 notes that pursuant to Local Rule 83.3(g)(3), no notice is required. All defendants *and*
17 their attorneys are liable for filing sham pleadings in this action; they have violated their
18 affirmative duty to prevent and disclose a fraud upon the court. It is futile to seek their
19 consent to this Application the granting of which will automatically mean they have
20 ratified criminal activity.

21 Law Offices of Andrew Flores

22
23 

24 Plaintiff *In Propria Persona*, and Attorney
25 for Plaintiffs AMY SHERLOCK, and
26 Minors T.S. and S.S.
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INTRODUCTION

I. The Application.

Plaintiffs seek the Court grant this Application for the reasons set forth below. However, if the Court finds Order is not void, then Plaintiffs request the Court issue a stay. If the Order is not void then attorney Flores cannot legally or ethically continue to represent the Sherlock Family as he has committed legal malpractice and constructive fraud. The Sherlock Family requires alternate counsel to file an amended complaint based on the new evidence discovered.

II. The dispositive question of law - can “shall deny” be interpreted to mean “permissive and not mandatory”?

This Civil Rights action and Application come down to one simple question of law. In California, a party must apply and acquire a state license to operate a cannabis business. California Business & Professions Code (BPC) § 26057 materially provides that:

The California Department of Cannabis (DCC) *shall deny* an application if the applicant has been sanctioned by a city for unauthorized commercial cannabis activities in the three years immediately preceding the date the application is filed with the DCC.

The question of law is: If the DCC *must* deny an application by an applicant who has been sanctioned for unlicensed commercial cannabis activities (e.g., operating illegal marijuana dispensaries), can a sanctioned party own a license without even applying? Plaintiffs’ position is that the plain language of this law means they cannot.

*Defendants F&B and Austin disagree.*³ First, they argue a sanctioned party does not even have to apply to own a license for a cannabis business because they can acquire ownership in the name of an agent via an application that does not disclose the agency with the sanctioned party (the “Strawman Practice”).⁴ Second, they argue the language of

³ “Austin” means defendants Gina M. Austin and the Austin Legal Group, APC.

⁴ The First Amended Complaint (FAC) and related pleadings in related matters generally refer to the “Strawman Practice” by defendants as the “Proxy Practice.” However, on

1 BPC § 26057 is “permissive and not mandatory” and grants the DCC “complete
2 discretion” to deny an application by a sanctioned party.

3 If F&B and Austin are purposefully misrepresenting the law, as a matter of law,
4 then that conclusively means they have conspired with sanctioned parties for their illegal
5 ownership of cannabis businesses via the Strawman Practice. Plaintiffs allege the
6 Strawman Practice is an illegal practice by parties to a sophisticated attorney-client
7 criminal organization that includes defendants F&B, Austin, Firouzeh Tirandazi (a City
8 Project Manager III, responsible for processing CUP applications), Lawrence Geraci,
9 Salam Razuki, Ninus Malan, Bradford Harcourt and, non-named party, Stephen Lake (the
10 “Cartel”).⁵ Plaintiffs allege the goal of the Cartel is to create a monopoly in the cannabis
11 market in the County and City of San Diego (the “Antitrust Conspiracy”).

12 **III. New evidence provides probable cause to believe that the Cartel’s acts in**
13 **furtherance of the Antitrust Conspiracy may include the staged suicide of**
14 **Michael Sherlock.**

15 Plaintiffs allege that the actions taken in furtherance of the Antitrust Conspiracy
16 include threats and acts of violence against litigants and third parties. The new evidence
17 reflects that defendants Harcourt, Lake, Razuki and Malan were working together at the
18 same time to defraud the Sherlock Family of the Sherlock Property.⁶ The reasonable

19 _____
20 August 19, 2022, plaintiff Amy Sherlock, among others, met with Special Agents of the
21 Public Corruption Unit of the Federal Bureau of Investigation regarding public corruption
22 at the City of San Diego and by officers of the court in relation to this and related matters.
23 The FBI agents understood the “Proxy Practice” to be widespread in the cannabis industry
24 and referred to it as the “Strawman Practice.” Plaintiffs hereinafter do the same.

25 ⁵ “A cartel constitutes a naked agreement among competitors unaccompanied by any
26 integration of resources.” (*SCFC ILC, Inc. v. Visa USA, Inc.*, 36 F.3d 958, 963 (10th Cir.
27 1994). (*See, e.g.*, FAC at ¶¶ 64-71 (Razuki attempting to have Malan kidnapped and
28 murdered); *id.* at ¶¶ 91-94 (Razuki/Malan defrauding Harcourt of a cannabis conditional
use permit (CUP)).)

⁶ The “Sherlock Property” means Mr. Sherlock’s ownership interests in the following
property that was acquired prior to his death: (1) membership interest in Leading Edge
Real Estate, LLC (“LERE”), which acquired and owned the Balboa Property (located at

1 factual inferences from this new evidence, coupled with existing evidence, lead to a logical
2 conclusion. Harcourt, Lake, and Razuki had motive to conspire to stage Mr. Sherlock’s
3 death to look like a suicide so they could, and did, defraud the Sherlock Family of their
4 ownership interests in the Balboa and Ramona Dispensaries worth in excess of
5 \$10,000,000.

6 **IV. Illegal contracts in furtherance of the Strawman Practice are being enforced,**
7 **ratified, and given effect by the trial and appellate courts in both the federal**
8 **and state judiciaries (the “Strawman Cases”).**

9 Attached hereto as Exhibit C is a list of the Strawman Cases, and case numbers, in
10 which the Strawman Practice is being enforced, ratified, or plays a material part in the
11 litigation (individually referred to as *Cotton I – VII* and *Razuki I – IV*). Attached hereto
12 as Exhibit D is case information and statistics regarding the parties, attorneys, and judges
13 in the Strawman Cases. A total of 11 actions have been filed in San Diego – 7 in the San
14 Diego County Superior Court, and 4 in the United States District Court for the Southern
15 District of California. Eight judges have presided over the Strawman Cases (3 more
16 recused themselves), which involve 120 parties represented by at least 60 attorneys from
17 40 different law firms, and the combined docket entries as of the date of this Application
18 are in excess of 4,130.

19 As further explained below, exposing the judicial ratification and enforcement of
20 the Strawman Practice in the Strawman Cases has been impossible for attorney Flores to
21 accomplish in over 2 ½ years as a solo practitioner with limited resources. Flores believes
22 there is a judicial conspiracy to not expose the judicial enforcement of the Strawman
23 Practice because that would result in the nullification of every judgement and order by

24 _____
25 8863 Balboa Ave, Suite E, San Diego, CA 92123); (2) the Balboa CUP (issued at the
26 Balboa Property); and (3) the Ramona CUP, issued at the Ramona Property (located at
27 1210 Olive Street, Ramona, CA 92065). The “Balboa Dispensary” refers to the cannabis
28 retail dispensary that operates at the Balboa Property pursuant to Balboa CUP. The
“Ramona Dispensary” refers to the cannabis retail dispensary that operates at the Ramona
Property pursuant to the Ramona CUP.

1 every federal and state judge that enforces, ratifies or gives effect to the illegal Strawman
2 Practice (the “Judicial BPC § 26057 Conspiracy”). (See Affidavit of Andrew Flores (AF)
3 at ¶¶ 4-13.)

4 **MATERIAL FACTUAL ALLEGATIONS IN THE FAC, FACTS SUBJECT TO**
5 **JUDICIAL NOTICE, AND NEW EVIDENCE**

6 **I. Background.**

7 A. California’s cannabis licensing laws and material cannabis cases.

8 1. *The California Legislature and the Department of Cannabis Control.*

9 The California Legislature set forth in BPC § 26055 that the DCC “may issue state
10 licenses *only* to qualified applicants.”⁷ Further, that pursuant to BPC § 26057, the DCC
11 “*shall deny* an application if the applicant has been sanctioned by a city for unauthorized
12 commercial cannabis activities in the three years immediately preceding the date the
13 application is filed with the [DCC].”⁸ The DCC has interpreted the language of the
14 preceding statutes to mean the following:

15 The Act requires that the [DCC] *only* issue licenses to qualified applicants and
16 that the [DCC] deny an application if either the applicant or the premises do
17 not qualify for licensure. (Bus. & Prof. Code sections 26055 and 26057.) In
18 order determine if an applicant is qualified for licensure the Act requires that
19 an application contain certain information about the premises, the owner, and
20 the commercial cannabis business and its operations. (Bus. & Prof. Code
section 26051.5.) The Bureau cannot waive the requirements of the Act and
must fulfill its duty under the Act.

21 (DCC SOR at 9.)⁹ The California Legislature also passed BPC § 26053 that states: “All
22 commercial cannabis activity shall be conducted between licensees.”¹⁰ The DCC has

24 ⁷ Request for judicial notice (RJN) Ex. 1 (California Business & Professions Code (BPC)
25 § 26055(a) (former § 19320(a)) (emphasis added)).

26 ⁸ RJN Ex. 2 (BPC § 26057 (former § 19323) (cleaned up, emphasis added)).

27 ⁹ RJN Ex. 3 (The “DCC SOR” means the Bureau of Cannabis Control, California Code
28 of Regulations Title 16, Division 42, Medical and Adult-Use Cannabis Regulation,
Addendum to the Final Statement of Reasons, published January 15, 2019).

¹⁰ RJN Ex. 4 (BPC § 26053(a) (former § 19320(a)).

1 adopted a regulation interpreting this language to mean: “*Licensees shall not conduct*
2 *commercial cannabis activities on behalf of, at the request of, or pursuant to a contract*
3 *with any person who is not licensed under the Act.*”¹¹ The Strawman Practice is explicitly
4 declared illegal by statute and regulation by the Legislature and the DCC. (*Id.*)

5 BPC §§ 26051.5, 26055, 26057, 26053, and Cal. Code Regs. tit. 16, § 5032(b)
6 collectively referred to as “California’s Cannabis Laws.”

7 2. *Defendants City of San Diego and Finch, Thornton & Baird: Engebretsen*
8 *v. City of San Diego.*

9 In May 2015, defendants David Demian, Adam Witt, and Finch, Thornton & Baird
10 (collectively (“FTB”)), filed a verified petition for writ of mandate directing the City to:
11 (1) recognize plaintiff Rick Engebretsen as the sole applicant for a cannabis conditional
12 use permit (CUP) application in the name of Radoslav Kalla on his real property (the
13 “Kalla Application”) and (2) process the Kalla Application with Engebretsen as the sole
14 applicant.¹² The City did not oppose Engebretsen’s writ petition, which was granted by
15 the trial court in June 2015. (*Id.* at *1.) On appeal, Kalla argued he was not acting as
16 Engebretsen’s agent in pursuing the Kalla Application. (*Id.* at *10.) The Court found the
17 evidence contradicted their argument and that Engebretsen “was able to terminate Kalla’s
18 agency with respect to the [Kalla] Application at any time, as a principal is entitled to do.”
19 (*Id.* at * 12.)

20 Kalla also argued the City did not have a ministerial duty to recognize Engebretsen
21 as the sole applicant warranting mandamus relief. (*Id.* at *12.) The court disagreed:

22 *Engebretsen showed that the City must process and issue applications for*
23 *conditional use permits consistent with relevant laws and procedures.*
24 *(SDMC, § 112.0102, subds. (a) & (b).) Engebretsen demonstrated he was*
25 *the only person who possessed the right to use the Property, Kalla never*
26 *independently possessed such a right, Kalla was acting for Engebretsen's*

27 ¹¹ RJN Ex. 5 (Cal. Code Regs. tit. 16, § 5032(b) (emphasis added)).

28 ¹² RJN Ex. 6 (*Engebretsen v. City of San Diego*, No. D068438, 2016 Cal. App. Unpub.
LEXIS 8548, at *2-3 (Nov. 30, 2016)).

benefit in completing the [Kalla] Application (Civ. Code, § 2330), and Engebretsen had terminated Kalla's agency. Under the circumstances, the City had a ministerial *duty* to process the CUP application for Engebretsen, the Property owner.

(*Id.* at *15 (emphasis added).)

3. *The Strawman Practice has **already** been held to be illegal by a Federal District Court in the State of Washington: Polk v. Gontmakher.*

In *Polk I*, Evan Polk (plaintiff) and Leonid Gontmakher (defendant) entered into an agreement to create a cannabis cultivation business (“NWCS”) in the State of Washington.¹³ However, because Polk was “prohibited from obtaining a producer or processor license under [Washington law], absent mitigation of his criminal convictions,” the parties agreed that “Polk’s ‘interest’ would be held in the name of one of Mr. Gontmakher's relatives.” (*Id.* at *3, 4.) *In other words, the Strawman Practice.* Thereafter, the parties had a dispute and Polk filed suit alleging he is entitled his ownership interest in NWCS and to past and future profits. (*Id.* at *4.) The *Polk* court dismissed Polk’s original complaint regarding the legality of ownership pursuant to the Strawman Practice as follows:

Mr. Polk’s agreement is also illegal under Washington law.... Enforcing Mr. Polk's agreement undermines this purpose by allowing him to profit from an illegal agreement intentionally forged outside the bounds of the state regulatory system.... Mr. Polk's interest in NWCS was illegal from the very beginning and he knew it.... ***The Court will not enforce an illegal contract.***

(*Polk I* at *6-8.) The *Polk* court dismissed Polk’s third amended complaint with prejudice pursuant to the following reasoning:

Under Washington law, “[a] marijuana license must be issued in the name(s) of the true party(ies) of interest.”¹⁴

....

¹³ RJN Ex. 7 (*Polk v. Gontmakher*, No. 2:18-cv-01434-RAJ, 2019 U.S. Dist. LEXIS 146724, at *3 (W.D. Wash. Aug. 28, 2019) (*Polk I*)).

¹⁴ RJN Ex. 8 (*Polk v. Gontmakher*, No. 2:18-cv-01434-RAJ, 2021 U.S. Dist. LEXIS 53569, at *5 (W.D. Wash. Mar. 22, 2021) (*Polk III*)).

1 Plaintiff does not dispute that his claims seeking a share of profits generated
2 by NWCS would make him a true party of interest under the statute. Because
3 he has not been identified as a true party of interest in NWCS or vetted by the
4 [Washington Liquor and Cannabis Board (“LCB”)], any grant of relief based
5 on entitlement to a share of NWCS’s profits would be in violation of the
6 statute. In other words, by affording Plaintiff such relief, the Court would be
7 effectively recognizing him as a true party of interest in subversion of the LCB
8 and in violation of Washington state law. ***The Court cannot require payment***
9 ***of a share of NWCS’s profits to Plaintiff based on his alleged rights to such***
10 ***profits***—either through enforcement of the contract or disgorgement of unjust
11 enrichment and related breaches of equity—***without violating state statute.***
12 *See Bassidji v. Goe*, 413 F.3d 928, 936 (9th Cir. 2005) (holding that “courts
13 will not order a party to a contract to perform an act that is in direct violation
14 of a positive law directive, even if that party has agreed, for consideration, to
15 perform that act”). The Court could not, therefore, grant relief on any of
16 Plaintiff’s causes of action. Plaintiff thus fails to state a claim upon which relief
17 can be granted.

18 (*Id.* at *6-7 (emphasis added)).

19 B. Lawrence Geraci/Rebecca Berry and Salam Razuki/Ninus Malan.

20 Geraci has had two judgements entered *against* him, in 2014 and 2015, for operating
21 three illegal cannabis dispensaries (the “Geraci Judgments”). (RJN Exs. 9, 10.) Geraci
22 has had two judgments rendered in his *favor* by Judge Joel Wohlfeil, in 2018 and 2019,
23 that enforce a contract whose object is his ownership of a cannabis CUP applied for in the
24 name of his secretary, defendant Rebecca Berry (the “Berry Application”), via the
25 Strawman Practice. (RJN Exs. 11 (*Cotton II* judgment) and 12 (*Cotton I* judgment). (*See*
26 FAC Ex. 3 (Ownership Disclosure Statement submitted as part of Berry Application
27 falsely certifying Berry as the true and sole beneficiary of the CUP applied for at Darryl
28 Cotton’s real property by Geraci (the “Federal Property”).))

29 Salam Razuki has had a judgment entered *against* him for operating an illegal
30 cannabis dispensary (the “Razuki Judgment”). (RJN Ex. 13.) Razuki and Ninus Malan
31 *have* created a \$40,000,000 cannabis empire via the Strawman Practice with the necessary
32 CUPs and licenses issued in Malan’s name. The courts have enforced and ratified this
33 illegal agreement in numerous litigation matters, including the California Court of

1 Appeals. (*See, e.g.*, RJN Ex. 14 (the “Razuki Decision”)¹⁵ at *51 (describing Razuki and
2 Malan’s agreement for assets to be held in Malan’s name via Strawman Practice and not
3 realizing it is an illegal practice that violated BPC §§ 19323/26057.)

4 C. Judge Wohlfeil’s Bias Statements.

5 On August 2, 2018, Flores made a special appearance before Judge Wohlfeil in the
6 *Cotton I* action and informed him a petition seeking his recusal would be filed against him
7 due to a statement he made that proves bias at a hearing he held on January 5, 2018 in both
8 the *Cotton I* and *Cotton II* actions. (AF at ¶ 14; *see* RJN Exs. 15-18.)

9 Specifically, that on January 5, 2018, in response to allegations by Cotton, Judge
10 Wohlfeil stated, as to attorneys Weinstein, Austin, David Demian, Adam Witt and Jana
11 Will, they “are not capable of acting unethically because he has known them from their
12 years of practice before him in other matters” (the “Trusted Attorneys”). (AF at ¶ 15.)

13 In response to Flores’ recitation of his January 15, 2017 statement, Judge Wohlfeil
14 responded that he “may” have made that statement regarding his Trusted Attorneys. (AF
15 at ¶ 16.) Further, that as to Weinstein, that he may have made that statement “because he
16 has known Weinstein since early on in their careers when they were both young attorneys
17 and both started their practice” of law (collectively with the January 25, 2018 statement,
18 Judge Wohlfeil’s “Bias Statements”). (*Id.*; *see* RJN Ex. 19 (verified petition of statement
19 of disqualification seeking recusal of Judge Wohlfeil based on Bias Statements and refusal
20 to address facts that establish illegality of the Strawman Practice); RJN Ex. 20 (Judge
21 Wohlfeil’s order denying petition, but *not* denying he made the Bias Statements).)

22 **II. Plaintiffs’ First Amended Complaint.**

23 On July 9, 2020, Plaintiffs filed the FAC. (ECF No. 17.) The first paragraph of the
24 FAC states: “Plaintiffs seek this Federal Court’s protection to enable them to access the
25 State of California (the ‘State’) judiciary to vindicate their rights free of judicial bias,
26 illegal litigation tactics, and acts and threats of violence against themselves and material
27

28 ¹⁵ The “Razuki Decision” means *Salam Razuki v. Ninus Malan*, No. D075028, 2021 Cal. App. Unpub. LEXIS 1168 (Feb. 24, 2021).

1 third-party witnesses.” (*Id.* at ¶ 1.) Plaintiffs alleged the existence of the Cartel’s Antitrust
 2 Conspiracy and the Strawman Practice taken in furtherance thereof. (*See, gen.*, FAC.)
 3 Materially, the FAC alleged that Razuki’s employee, now identified as Phil Zamora, had
 4 provided an interview with an investigative reporter after Razuki had been arrested by the
 5 FBI for attempting to have Malan kidnapped and murdered. (*Id.* at ¶ 72.) A transcript of
 6 that interview is attached as Exhibit F hereto. (AF at ¶¶ 17-20.)

7 As to Flores, Plaintiffs alleged that Judge Wohlfeil’s denial of his motion to
 8 intervene in *Cotton I* deprived Flores of Constitutional right to not be deprived of property
 9 without due process. (*See* FAC at ¶¶ 264-265; *see* RJN Ex. 21 (email from Cotton to
 10 Tirandazi that the Berry Application be transferred to Flores’ predecessor-in-interest
 11 pursuant to *Engerbretsen*); *id.* at Ex. 22 (City’s Answer to *Cotton II* petition for writ of
 12 mandate to recognize Cotton as owner of Berry Application); *id.* at Ex. 23 (Judge
 13 Wohlfeil’s order denying Flores’ motion to intervene as an indispensable party as the
 14 equitable owner of the Federal Property in *Cotton I*.)

15 The FAC is 84-pages long and includes eight (8) Exhibits that materially include
 16 emails from Cotton to dozens of parties, including federal, state and city government
 17 officials and attorneys alleging, *inter alia*, the Strawman Practice is illegal. (*See* FAC at
 18 Exs. 7, 8.) The FAC concludes with “Plaintiffs will collectively file suit in state court
 19 against defendants for, *inter alia*, violations of the Cartwright Act...” (*See id.* at 45:27-
 20 28.) On December 22, 2021, Plaintiffs filed their operative complaint in their state antitrust
 21 action (the “State Antitrust Action”)¹⁶ seeking, *inter alia*, damages for the Cartel’s actions
 22 in furtherance of the Antitrust Conspiracy in violation of the Cartwright Act. (RJN Ex.
 23 24.)

24 **III. Lake and Harcourt have defrauded the Sherlock Family of the Sherlock**
 25 **Property and they did so to sell the Balboa CUP and Property to Razuki.**

26 A. Lake’s narrative that Mr. Sherlock was “broke” and suffering from CTE.

27 _____
 28 ¹⁶ The “State Antitrust Action” means *Sherlock, et al. v. Austin, et al.*, San Diego Superior Court, Case
 No. 37-2021-0050889 (referred to as *Cotton VII* in Exhibit A).

1 Mr. Sherlock was a husband, father, professional athlete, and an entrepreneur with
2 interests in various businesses, including in the cannabis sector. (Affidavit of Amy
3 Sherlock (AS) at ¶ 4.) Mr. Sherlock passed away on December 3, 2015 without a will. (*Id.*
4 at ¶ 5.) The narrative that the world believes is that Mr. Sherlock took his life because he
5 was “broke” and suffering from chronic traumatic encephalopathy (CTE). (*Id.* at ¶ 6.) This
6 narrative is the exclusive result of Lake’s actions. The day after Mr. Sherlock passed away,
7 he told the San Diego Police Department (SDPD) that the day before he died, Mr. Sherlock
8 and him had spoken and he was overwhelmed but the problems they were discussing were
9 “little problems.” (*Id.* at ¶ 7.) However, he told Mrs. Sherlock that Mr. Sherlock was
10 depressed because he was suffering from severe financial problems. (*Id.* at ¶ 8.) Further,
11 within two or three days after Mr. Sherlock passed away, Lake took to the Sherlock
12 Family’s home Dr. Mark Cooper. (*Id.* at ¶ 9.) Dr. Cooper spoke with the Sherlock Family
13 and other family members and concluded that Mr. Sherlock was suffering from CTE
14 without ever having met Mr. Sherlock or examined him. (*Id.* at ¶¶ 10-11.) Dr. Cooper is a
15 friend and professional colleague of Lake and is a *child* psychologist with no known
16 specialty in neurology or CTE. (*Id.* at ¶¶ 12-13.)

17 Lake’s narrative is contradicted by facts. First, Mr. Sherlock was not broke. It is
18 undisputed that he had exclusive ownership interest in the Balboa and Ramona CUPs and
19 an interest in the Balboa Property collectively worth over \$10,000,000 at the time of his
20 death. (AF at ¶¶ 23-24.) Second, as the coroner report of Mr. Sherlock reflects, Mr.
21 Sherlock was not diagnosed with CTE. (AS at ¶¶ 14-15.) Further, when Mrs. Sherlock
22 sought to have Mr. Sherlock’s brain donated for CTE research, she called the coroner who
23 explicitly told Mrs. Sherlock that Mr. Sherlock did *not* have CTE. (*Id.*)

24 B. The Sherlock Property is transferred by Harcourt to himself and Lake after the death
25 of Mr. Sherlock.

26 Upon the death of Mr. Sherlock without a will, all his property transferred to his
27 wife and children as his heirs. (Ca. Prob. Code §§ 6400, 6401, 6402.) On July 8, 2022,
28 Lake filed a demurrer to Plaintiffs’ State Antitrust Case that presupposed that the Sherlock

1 Property had been lawfully transferred to Harcourt and Lake by Mr. Sherlock. (*See, gen.*,
2 RJN Ex. 25.) The Sherlock Family opposed Lake’s demurrer materially as follows:

3 Lake, married to Mrs. Sherlock’s sister, and Harcourt were Mr. Sherlock’s
4 business partners. The Sherlock Family trusted them. But-for Mrs. Sherlock
5 being contacted about a form filed with the State of California three weeks
6 *after* Mr. Sherlock’s death, she would have never learned that Lake and
7 Harcourt lied and stole her and her children’s inheritance. An inheritance that
8 Mr. Sherlock acquired at great personal and financial cost over the course of
9 years and which is worth in excess of ten million dollars. In his demurrer, Lake
10 seeks to cover up the theft of the Sherlock Family’s inheritance based on his
11 despicable allegation that *implies* that less than 24 hours before Mr. Sherlock
12 purportedly took his life, Mr. Sherlock executed contracts that signed away
13 over ten million dollars of assets. Thereby leaving his family in financial
14 distress, and he, Lake, stepped in to “pick up the pieces” and became the
15 Sherlock Family’s protector and savior. In other words, that Mr. Sherlock
16 cared more about Lake and Harcourt than he did about the wellbeing and
17 financial security of his own wife and children.

18 (RJN Ex. 26 at 5:13-23 (emphasis in original).)

19 ***WHERE IS THE CONTRACT?*** The implied contract by Lake does not
20 exist and Harcourt himself has for over a year refused to allege it exists, much
21 less provide it as requested. What Harcourt did do, through his attorney, is
22 argue it is too late for the Sherlock Family to sue him for the fraudulent theft
23 because too much time has passed (i.e., the statute of limitations). Is it even
24 possible for a person to act anymore guilty? Any decent and moral person upon
25 being asked by a widow as to how he acquired property that she believed to be
26 her inheritance and that of her children would have provided some kind of
27 explanation if innocent. Anything. Harcourt did not and his failure to do so is
28 prima facie evidence of his guilt.

(*Id.* at 11:7-22 (emphasis in original).) Lake’s reply completely ignored the case
dispositive question “***WHERE IS THE CONTRACT?***” (*See, gen.*, RJN Ex. 27.) Judge
James Mangione sustained the demurrer in part with leave to amend because “Plaintiffs
have not alleged sufficient facts to establish [Lake’s] participation in the “[Strawman]
Practice.” (RJN Ex. 28 (order) at 1.)

C. New Evidence: City of San Diego DSD records demonstrate that the Balboa CUP

1 was transferred to Mrs. Sherlock after Mr. Sherlock's death without her knowledge.

2 Since February 2020, Mrs. Sherlock and Flores have repeatedly requested and been
3 denied records from the City regarding the Balboa CUP. (See AS at ¶¶ 22-33.) On
4 September 20, 2022, Mrs. Sherlock discovered DSD records provided online pursuant to
5 FOIA requests by a third party. (AS at ¶¶ 26-28.) DSD records show that on *March 17,*
6 *2016*, DSD approved Mrs. Sherlock's background check as the "sole permit" holder for
7 the "8863 Balboa MMCC Permit" issued at the Balboa Property (the "DSD Sherlock
8 Approval"). (RJN Ex. 29.)¹⁷ *There can be no contract pursuant to which Mr. Sherlock*
9 *transferred the Sherlock Property to Harcourt and Lake. The Balboa CUP was transferred*
10 *to Mrs. Sherlock after the death of Mr. Sherlock without her knowledge.* The DSD
11 Sherlock Approval contradicts Harcourt's allegation in his complaint filed against
12 Razuki/Malan alleging he had the Balboa CUP transferred to him in *December 2015.*
13 (RJN Ex. 30 (Harcourt complaint) at 5:22-25.)

14 Subsequent to September 20, 2022, Mrs. Sherlock repeatedly requested and
15 demanded the City provide the application pursuant to which the DSD Sherlock Approval
16 was undertaken informing the City she had never submitted any such application. (AS at
17 ¶¶ 29-33.) On October 10, 2022, Mrs. Sherlock received a message from Travis Cleveland,
18 a Development Project Manager in the Cannabis Business Division of the City of San
19 Diego. (*Id.* at ¶ 34.) Cleveland states the City does not have those records and states he
20 does not know why those records were not retained nor can he provide an explanation.
21 (AS, Ex. B (email from Cleveland).) In other words, the evidence needed to prove that
22 Mrs. Sherlock's signatures were forged and the parties at the City DSD office who
23 effectuated the transfers have been "lost" by the City – a clear cover up.

24 **IV. F&B and Austin's arguments regarding the legality of the Strawman Practice.**

25 **A. F&B's arguments regarding the legality of the Strawman Practice.**

26 On September 13, 2019, Cotton filed in *Cotton I* a motion for new trial ("MNT")

27
28 ¹⁷ As of the date of this filing, the DSD record is still available at the City's DSD website at:
<https://opensd.sandiego.gov/Web/Approvals/Details/1675894>

1 arguing the November Document is an illegal contract because the Strawman Practice
2 violates the SDMC, the BPC, and California’s cannabis licensing public policies. (RJN
3 Ex. 31.) Materially, Geraci/F&B’s responses to the illegality argument were that: (1) BPC
4 § 26057 is “permissive and not mandatory” and does not apply to CUPs (RJN Ex. 32 at
5 11:10-12, 14:9-10); (2) “attorney Gina Austin testified at trial the statute would not
6 prevent Mr. Geraci from obtaining a CUP” (*id.* at 14:11-13); (3) Tirandazi testified that
7 Geraci was not required to be disclosed in the City’s Ownership Disclosure Statement, a
8 required form for a CUP application (*see id.* at 15:7-13); and (4) Cotton waived the defense
9 of illegality (*see id.* at 7:10-17.)

10 Cotton’s reply, on the issue of illegality, argued that Geraci’s arguments were all
11 contradicted by the plain language of the BPS, the SDMC, the Ownership Disclosure
12 Statement, and that it is legally impossible to waive the defense of illegality. (*See* RJN
13 Ex. 33 at 4:23-5:7.) Judge Wohlfeil denied the MNT on two grounds: (1) factually, that
14 Cotton had not raised the evidence and arguments of illegality before the MNT; and (2)
15 legally, Cotton had therefore waived the defense of illegality. (*See* RJN Ex. 34 (transcript)
16 at 3:22-4:4:22.) Judge Wohlfeil found that “the jury categorially rejected [Cotton’s
17 arguments] and [he was] persuaded everyone got a fair trial.” (*Id.* at 5:7-8; RJN Ex. 35
18 (*order denying MNT with no factual or legal support that the defense of illegality can be*
19 *waived and thereby transform an illegal contract into a lawful enforceable contract*)).

20 B. Austin’s arguments regarding the legality of the Strawman Practice.

21 On June 16, 2022, Austin filed a motion to strike Plaintiffs’ State Antitrust Action
22 pursuant to California Code of Civil Procedure § 425.16 (the “anti-SLAPP” statute)
23 arguing her petitioning activity in furtherance of the Strawman Practice is “protected
24 activity.” (*See, gen.*, RJN Ex. 36.) Specifically, Austin argued her petitioning activity in
25 furtherance of the Strawman Practice does not violate BPC § 26057 because: “***A plain***
26 ***reading of the statute shows there is no one condition that constitutes an automatic,***
27 ***outright denial. The statute gives the licensing authority complete discretion to weigh***
28 ***factors and decide what may constitute grounds for denial.***” (*Id.* at 18:7-10 (emphasis

1 added.) Plaintiffs' responded:

2 The Austin Legal Group's interpretation of BPC §§ 19323/26057 fails for ***two***
 3 ***obvious reasons***, the first one requires no legal education or knowledge, just
 4 basic common sense. First, even by the Austin Legal Group's own reasoning,
 5 the [DCC] *must* apply the alleged permissive criteria in the statutes to
 6 determine whether to approve or deny a license. But how is the [DCC]
 7 supposed to apply the alleged permissive criteria to Geraci, Razuki and the
 8 Austin Legal Group's other clients - to meet the Legislative mandate that it
 issue "state licenses only to qualified applicants" - when they are not
 disclosed? (BPC §§ 19320(a), 26055(a).) They can't. It is impossible.

9 (RJN Ex. 37 at 13:21-14:2.)

10 Second, assuming that somehow the [DCC] magically knew that Geraci and
 11 Razuki were owners that were not disclosed in the applications for
 12 CUPs/licenses, their applications must be denied because of their sanctions.
 13 The claim that the sanctions are not an absolute bar is based on the purposeful
 14 misrepresentation of the "shall deny" and "may deny" language contained in
 15 subsections (a) and (b) of BPC §§ 19323 and 26057. Subsection (a) has always
 16 applied to "applicants" that are individual persons, subsection (b) has always
 17 applied to "applications" by applicants that are entities. (*See* BPC §§ 19300.5
 18 (defining owner to include entities), 260001(a) (same).) This is made clear by
 the language in subsection (b) of both statutes that states: "The applicant, or
 any of ***its*** officers, directors, or owners, has been sanctioned by a licensing
 authority..."

19 (*Id.* at 14:13-21.) (italics in original, bolded added.)

20 Austin's reply did not respond to the "***two obvious reasons***" for why her motion
 21 fails. (*See, gen.*, RJN Ex. 38.) Judge Mangione's granted Austin's motion and attorneys'
 22 fees, stating in one conclusory sentence, that Austin's "actions are not illegal as a matter
 23 of law." (RJN Ex. 39 at 2.) His conclusion is *contradicted* by California's Cannabis Laws.

24 C. New Evidence: Tirandazi, Austin and F&B colluded to present perjured testimony
 25 on the case dispositive issue of the illegality of the Strawman Practice in *Cotton I.*

26 Another one of the links to the City's DSD website providing records pursuant to a
 27 FOIA request is to an email chain between, among others, Razuki, Malan, Austin and
 28 Tirandazi (the "Tirandazi Background Check Email"). (RJN Ex. 40.) The email chain took

1 place between January 2017 and June 2017 and is in regard to the processing of
 2 Razuki/Malan's application for the Balboa CUP in the name of Malan. (*Id.*) On January
 3 18, 2017, Tirandazi emailed Austin:

4 Ninus Malan has passed background. Are there any other responsible persons
 5 affiliated with this MMCC? If so, they will also *need* to go through the
 6 background process. Please have Mr. Malan complete and sign the attached
 7 MMCC Permit required pursuant to Chapter 4, Article 2, Division 15 of the
 SDMC and email back for processing. [RJN 40 at 4.]

8 **V. The Court's Order and Flores competing legal and ethical obligations.**

9 Because of the Court's Order and the rulings in the Strawman Cases, including in
 10 Plaintiffs' State Antitrust Case in which Judge Mangione granted Austin attorneys' fees
 11 and costs for her anti-SLAPP motion, the Sherlock Family accused Flores of legal
 12 malpractice and fraud. If the Sherlock Family is forced to pay attorneys' fees and costs
 13 against all defendants in their federal and state action, they will become bankrupted and
 14 lose their home. Flores responded with his *original* and *mistaken* belief that this Court
 15 was conclusively not acting impartially. (AF at ¶¶ 25-38 (explaining why Flores realized
 16 he had made a mistake).) For Flores to abide by the Court's Order and file an amended
 17 complaint stating directly or by omission the Strawman Practice is lawful, Flores would
 18 be violating his professional and ethical duties to his clients and this Court, and would by
 19 omission be ratifying the criminal acts that Flores knows based on personal knowledge
 20 have been taken undertaken by defendants. (*See id.*)

21 However, notwithstanding the mistake by this Court, Flores realized he cannot
 22 expose the illegality of the Strawman Practice that is being ratified and enforced in all the
 23 Strawman Cases in the face of judicial bias. Thus, Flores reached an agreement to sell his
 24 interest in this case and have the Sherlock Family represented by a Big Law firm.
 25 However, neither Flores nor the potential owners or their agents were able to engage a Big
 26 Law firm because of the judicial bias and the great number of attorney defendants,
 27 including those not named, who have ratified, enforced or defended the validity of the
 28 void *Cotton I* judgment or the illegal Strawman Practice. These firms include this Court's

1 former law firm, Sheppard and Mullin. (AF at ¶41 ; *see* Ex. E attached hereto (email from
2 Sheppard Mulling stating: “We also do not take on matters adverse or potentially or
3 potentially adverse to other law firms or their attorneys.”).)

4 APPLICABLE LAWS

5 Motion to Dismiss. On F&B’s MTD, the Court was required to accept all factual
6 allegations by Plaintiffs in the FAC as true and construe the pleadings in the light most
7 favorable to Plaintiffs. (*Knievel v. ESPN*, 393 F.3d 1068, 1072 (9th Cir. 2005).)

8 Fraud on the Court. A “federal court may amend a judgment or order under its
9 inherent power when the original judgment or order was obtained through fraud on the
10 court.” (*Levander v. Prober*, 180 F.3d 1114, 1119 (9th Cir. 1999).) There is no set
11 definition of what constitutes fraud upon on the court. (*Id.*) However, fraud upon the court
12 has been determined to include (1) the filing and maintenance of a complaint based on a
13 false contract (*Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1116 (1st Cir. 1989) (“... bogus
14 purchase agreement.”); (2) perjury and nondisclosure of evidence that “was so
15 fundamental that it undermined the workings of the adversary process itself” (*United*
16 *States v. Stonehill*, 660 F.3d 415, 445 (9th Cir. 2011)); and (3) fabrication of evidence or
17 perjury by an attorney. (*Trendsetta USA, Inc. v. Swisher Int’l, Inc.*, 31 F.4th 1124, 1134
18 (9th Cir. 2022) (*Trendsetta*); *In re Intermagnetics America, Inc.*, 926 F.2d 912, 916–917
19 (9th Cir. 1991) (*Intermagnetics*).)

20 FRCP 60(b). A court has the power pursuant to FRCP 60(b)(1) and (6) to relieve a
21 party from a judgment or order when the court has made an error of law. (*See Zurich Am.*
22 *Ins. Co. v. Int’l Fibercom, Inc.*, 503 F.3d 933, 940 (9th Cir. 2007) (*Zurich*) (errors of law
23 are cognizable under Rule 60(b)(6).)

24 PLAINTIFFS’ TWO MAIN ARGUMENTS

25 **I. The Court erred giving Full Faith & Credit to the void *Cotton I* judgment.**

26 “[U]nder the full faith and credit act a federal court must give the same preclusive
27 effect to a state-court judgment as another court of that state would give.” (*Parsons Steel*,
28

1 *Inc. v. First Ala. Bank*, 474 U.S. 518, 523 (1986).) Under California law:

2 ***A judgment absolutely void may be attacked anywhere, directly or***
 3 ***collaterally whenever it presents itself, either by parties or strangers.*** It is
 4 simply a nullity and can be neither a basis, nor evidence, of any right
 5 whatever. A void judgment [or order] is, in legal effect, no judgment. By it no
 6 rights are divested. From it no rights can be obtained. Being worthless in itself,
 all proceedings founded upon it are equally worthless. It neither binds nor bars
 any one.¹⁸

7 A lack of jurisdiction resulting in a void judgment includes a judgment void for “excess
 8 of jurisdiction.”¹⁹ The Courts have “define[d] a judgment that is void for excess of
 9 jurisdiction to include a judgment that grants relief which the law declares shall not be
 10 granted.” (*Id.* at 1018.) To materially and plainly summarize this point to the Court and
 11 the Sherlock Family as dispositive to this case, Application, and the allegations that Flores
 12 has committed legal malpractice and fraud: “**A judgment giving effect to a void
 13 judgment is also void**”²⁰ because “**being worthless in itself, all proceedings founded
 14 upon it are equally worthless.**” (*OC Interior*, 7 Cal. App. 5th 1330 (2017).)

15 A. The Strawman Practice violates BPC §§ 19323/26057 and is illegal.

16 Plaintiffs’ arguments set forth above in opposition to Austin’s anti-SLAPP motion
 17 that the Strawman Practice is not illegal are fully incorporated herein by this reference.
 18 (RJN Ex. 37 at 13:21-14:21.) But, simply stated and understood, *nobody* can own a
 19 cannabis CUP or license without being disclosed in the application for a CUP and/or
 20 license. And *especially* parties sanctioned for operating illegal cannabis dispensaries
 21

22 _____
 23 ¹⁸ *OC Interior Servs., LLC v. Nationstar Mortg., LLC*, 7 Cal. App. 5th 1318, 1330 (2017)
 (*OC Interior*) (cleaned up, brackets in original, emphasis added).)

24 ¹⁹ *311 S. Spring St. Co. v. Dep’t of Gen. Servs.*, 178 Cal. App. 4th 1009, 1015 (2009)
 25 (*Spring St.*)

26 ²⁰ *Kenney v. Tanforan Park Shopping Ctr.*, Nos. G038323, G039372, 2008 Cal. App.
 27 Unpub. LEXIS 10048, at *36-37 (Dec. 15, 2008) (citing *County of Ventura v. Tillett*, 133
 28 Cal.App.3d 105, 110 (1982) [“an order giving effect to a void judgment is also void and
 is subject to attack”]; *Security Pac. Nat. Bank v. Lyon*, 105 Cal.App.3d Supp. 8, 13 (1980)
 [“affirmance of a void judgment or order is itself void”].)

1 pursuant to the plain language of California’s Cannabis Laws, most materially, the “shall
 2 deny” language of BPC §§ 19323/26057. “When, as here, statutory language is clear and
 3 unambiguous there is no need for construction, and courts should not indulge in it.”²¹
 4 Thus, this Court’s “inquiry begins with the statutory text. If the text is clear, as it is here,
 5 it ends there as well.”²²

6 F&B/Austin’ arguments that the “shall deny” language of BPC § 26057 can be
 7 *interpreted* to mean “permissive and not mandatory” and grants the DCC “complete
 8 discretion” is contrary to plain language of the statute. The judges in the Strawman Cases
 9 who have held directly or impliedly that “shall deny” can be interpreted as anything else
 10 other than an absolute prohibition to the issuance of a license to a sanctioned party via the
 11 Strawman Practice have all erred. In *Bostock*, the United States Supreme Court recently,
 12 powerfully and concisely, emphasized the need for judges to follow the plain language of
 13 the law: “*This Court has explained many times over many years that, when the meaning*
 14 *of the statute’s terms is plain, our job is at an end. The people are entitled to rely on the*
 15 *law as written, without fearing that courts might disregard its plain terms based on some*
 16 *extratextual consideration.”* (*Bostock v. Clayton Cty.*, 140 S. Ct. 1731, 1749 (emphasis
 17 added); *id.* at 1737.)

18 B. The *Cotton I* judgment is void because it enforces an illegal contract.

19 “Whether a contract is illegal or contrary to public policy is a question of law to be
 20 determined from the circumstances of each particular case.” (*Jackson v. Rogers & Wells*,
 21 210 Cal. App. 3d 336, 349-50 (1989).) “A contract to perform acts barred by California’s
 22 licensing statutes is illegal, void and unenforceable.” (*Consul, Ltd. v. Solide Enters., Inc.*,
 23 802 F.2d 1143, 1148 (9th Cir. 1986).) Therefore, *all* contracts in furtherance of the
 24 Strawman Practice are “illegal, void, and unenforceable.” (*Id.*) Their performance requires
 25 violations of California and federal penal codes and California’s Cannabis Laws. (*See*,
 26 *e.g.*, California Penal Code §§ 115 (perjury), 118 (false documents liability); BPC §§

27 ²¹ *Cal. Fed. Sav. & Loan Ass’n v. City of L.A.*, 11 Cal. 4th 342, 349 (1995) (cleaned up).

28 ²² *Poulsen v. DOD*, 994 F.3d 1046, 1050-51 (9th Cir. 2021) (cleaned up).

1 19323, 20657; *Cal. Code Regs. tit. 16, § 5032(b)*; see also *Polk I* at *6-8; *Polk III* at *6-
2 7.) Consequently, the *Cotton I* judgment is entirely void for enforcing an illegal contract
3 because if “a court grants relief [to a party by enforcing an illegal contract], which under
4 no circumstances it has any authority to grant, its judgment is *to that extent* void.” (*Hunter*
5 *v. Superior Court of Riverside Cty.*, 36 Cal. App. 2d 100, 116 (1939) (emphasis in
6 original).)

7 C. The *Cotton I* judgment is void for enforcing an illegal contract that is the product
8 of a fraud upon the court.²³

9 In *Aoude*, the Court of Appeals found a fraud on the court and issued terminating
10 sanctions where plaintiff filed a complaint attaching a fabricated purchase agreement, and
11 after discovery provided evidence that the agreement was fabricated, plaintiff amended
12 “his complaint to substitute the real agreement for the invented one.” (*Aoude*, 892 F.2d at
13 1118.) Here, the November Document is an illegal contract, it is not a lawful contract.
14 Therefore, the fraud on the court here is massively more egregious than in *Aoude* as it can
15 be concluded beyond any reasonable doubt that that *Cotton I* was filed with no intention
16 of reaching a jury. F&B and Austin, each of who represented both Geraci and Berry in
17 both *Cotton I* and *Cotton II*, were successful in perpetrating their fraud upon Judge
18 Wohlfeil in both matters having him enforce a contract they knew to be illegal.

19 The fabrication of evidence by a party in which an attorney is implicated and perjury
20 by an attorney constitute a fraud on the court. (*Trendsettah*, 31 F.4th at 1134;
21 *Intermagnetics*, 926 F.2d at 916–917.) The Tirandazi Background Check Email
22 contradicts Austin and Tirandazi’s testimony that Geraci’s application via the Strawman
23 Practice does not violate the SDMC or the BPC. Geraci was required to undergo the
24 *necessary* background *before* a CUP was issued to Berry. And if he had been disclosed,
25 his application for a license would have been denied pursuant to BPC §§ 19323/26057.

26 ²³ Flores notes that there are so many other independent facts that as a matter of law
27 establish a fraud on the court, it is impossible to set them all forth herein. (*See, gen. FAC.*)
28 The Court should not simply ignore the allegations of violence against innocent third
parties. (*Id.*; AF at ¶ 30.)

1 Their perjured testimony convinced the jury and Judge Wohlfeil the Strawman Practice is
 2 lawful. This is perjury on the case dispositive issue of the illegality of the Strawman
 3 Practice and is a fraud on the court. (*Id.*) Further, there can also be no reasonable doubt,
 4 in light of the Tirandazi Background Check Email, that F&B, Austin and Tirandazi
 5 *colluded* to present perjured testimony at the trial of *Cotton I*, which is also a fraud on the
 6 court. (*Trendsetta*, 31 F.4th at 1134; *Intermagnetics*, 926 F.2d at 916–917.)

7 D. The *Cotton I* judgment is void because Judge Wohlfeil was disqualified to render
 8 the judgment due to bias.

9 **“The Due Process Clause entitles a person to an impartial and**
 10 **disinterested tribunal.”** *Marshall v. Jerrico, Inc.*, 446 U.S. 238, 243 (1980).
 11 **In addition, “justice must satisfy the appearance of justice.”** *Offutt v.*
 12 *United States*, 348 U.S. 11, 14 (1954); *Exxon Corp. v. Heinze*, 32 F.3d 1399,
 13 1403 (9th Cir. 1994) (“[T]he Constitution is concerned not only with actual
 14 **bias but also with ‘the appearance of justice.’”**). **“Bias exists where a**
 15 **court has prejudged, or reasonably appears to have prejudged, an issue.”**
 16 *Kenneally v. Lungren*, 967 F.2d 329, 333 (9th Cir. 1992) (quotation and
 17 citation omitted).

18 (FAC at ¶ 999 (emphasis added).) The California Supreme Court “has on several
 19 occasions pointed out that a judgment rendered by a disqualified judge is void.” (*Giometti*
 20 *v. Etienne*, 219 Cal. 687, 689 (1934).) “Because an order rendered by a disqualified judge
 21 is null and void, it will be set aside *without* determining if the order was meritorious.”
 22 (*Christie v. City of El Centro*, 135 Cal. App. 4th 767, 777 (2006) (emphasis added).)

23 Judge Wohlfeil’s Bias Statements are the textbook definition of judicial bias – he
 24 “prejudged... an issue.” (*Kenneally*, 967 F.2d at 333.) Based on his personal knowledge of
 25 the character of his Trusted Attorneys that they were not “capable” of filing a sham lawsuit
 26 or that they would violate their affirmative duty to prevent a fraud on the court by not
 27 disclosing to him that that the *Cotton I* action was a sham and that other attorneys were
 28 perpetrating a fraud on the court, on him. The *Cotton I* and *II* judgments are absolutely
 void on this ground alone; they cannot bar Plaintiffs’ Civil Rights claims.

E. Neither the doctrine of collateral estoppel nor *Noerr-Pennington* bar Plaintiffs’

1 Civil Rights causes of action based on the *Cotton I* sham action.

2 *First*, the “doctrine of *res judicata* is inapplicable to void judgments.” (311, 178
3 Cal. App. 4th at 1015.) As proven above, the *Cotton I* judgment is void.

4 *Second*, this “Court must acknowledge California case law that recognizes a ‘newly
5 discovered facts’ exception to *res judicata*.”²⁴ The DSD Sherlock Approval and the
6 Tirandazi Background Check Email are newly discovered facts.

7 *Third*, neither Flores nor the Sherlock Family were in privity with Cotton. In order
8 for there to be finding of privity to apply the doctrine of collateral estoppel, the
9 “circumstances must also have been such that the nonparty should reasonably have
10 expected to be bound by the prior adjudication.” (*Citizens for Open Access etc. Tide, Inc.*
11 *v. Seadrift Ass'n*, 60 Cal. App. 4th 1053, 1070 (1998).) As to the Sherlock Family, *Cotton*
12 *I* was a state court real estate breach of contract action between Geraci/Berry and Cotton,
13 filed in *March 2017* and concluded in *July 2019*. This is *before* Mrs. Sherlock was even
14 made aware that she and her children has been defrauded of their inheritance by Flores in
15 *January 2020*. F&B’s claim that the Sherlock Family “should reasonably have expected
16 to be bound by the prior adjudication” of *Cotton I* is frivolous. (*Citizens*, 60 Cal. App. at
17 1070.) As to Flores, he acquired equitable ownership of the Federal Property and the Berry
18 Application and sought to join the *Cotton I* action as an indispensable party, which Judge
19 Wohlfeil summarily denied on June 27, 2019. (*See* RJN Exs. 21, 23) “An indispensable
20 party is not bound by a judgment in an action in which he was not joined.” (*Greif v. Dullea*,
21 66 Cal. App. 2d 986, 995 (1944)); *see* FRCP 19 (same).)

22 *Fourth*, the Court erred granting F&B *Noerr-Pennington* immunity on the grounds
23 that because Geraci/F&B prevailed it “does not need to look any further” to look at the
24 facts that determine the *Cotton I* action is a sham for many reasons. Just one: even if
25 Plaintiffs *had* been in privity with Cotton, they can still seek relief in federal court to

26 _____
27 ²⁴ *Kearney v. Foley & Lardner LLP*, No. 05-CV-2112-AJB-JLB, 2016 U.S. Dist. LEXIS
28 133807, at *25 n.9 (S.D. Cal. Sep. 28, 2016) (citing *Allied Fire Protection v. Diede*
Constr., Inc., 127 Cal. App. 4th 150, 25 Cal. Rptr. 3d 195 (2005).)

1 pursue their Civil Rights claims and prove that *Cotton I* was filed as a sham and the
 2 judgment was procured through a fraud on the court: “It has long been the law that a
 3 plaintiff in federal court can seek to set aside a state court judgment obtained through
 4 extrinsic fraud.” (*Kougasian v. TMSL, Inc.*, 359 F.3d 1136, 1141 (9th Cir. 2004)).

5 F. Conclusion.

6 “It is a violation of due process for a judgment to be binding on a litigant who was
 7 not a party or a privy and therefore has never had an opportunity to be heard.” (*Parklane*,
 8 439 U.S. at 327 n.7 (emphasis added).) “The Fourteenth Amendment entitles the
 9 individual to a fair opportunity to present his or her claim.” (*Bell v. Milwaukee*, 746 F.2d
 10 1205, 1261 (7th Cir. 1984).) “The right to seek judicial redress is also grounded in the
 11 First Amendment.” (*Id.* at 1262.)

12 It was error of law for the Court to give full faith and credit to the *Cotton I* judgment
 13 and grant F&B’s MTD. Relief is warranted pursuant to the Court’s inherent power and
 14 FRCP 60(b)(1) and (6). Plaintiffs were not in privity with Cotton and F&B’s procurement
 15 of the *Cotton I* judgment does not establish as a matter of law that the judgment was not
 16 procured through a fraud on the court and is therefore not a sham. The Order violates
 17 Plaintiffs’ Constitutional Rights to Due Process and the First Amendment. The Order must
 18 be vacated. If not, this means attorneys for wealthy criminal litigants can perpetrate a fraud
 19 on the court and then use the First Amendment as a pretext to prevent their victims from
 20 exercising *their* First Amendment right to have their rights vindicated.

21 **II. The new evidence as a matter of law proves a conspiracy by the City of San**
 22 **Diego and defendants; provides probable cause to believe that Harcourt, Lake**
 23 **and Razuki caused Mr. Sherlock’s death; and, therefore, every party that**
 24 **denies the illegality of the Strawman Practice is obstructing justice.**

25 “The Fourteenth Amendment entitles the individual to a fair opportunity to present
 26 his or her claim.” (*Bell*, 746 F.2d at 1261.) “Such a right exists where the claim has ‘a
 27 reasonable basis in fact or law.’” (*Id.* (quoting *Bill Johnson's Restaurants, Inc. v. N.L.R.B.*,
 28 461 U.S. 731 (1983).) “As the Supreme Court enunciated in *Wolff v. McDonnell*, 418 U.S.

1 539, 579, ‘**the right of access to the courts is founded in the Due Process Clause and**
2 **assures that no person will be denied the opportunity to present to the judiciary**
3 ***allegations concerning violations of fundamental constitutional rights.***’ The right to
4 seek judicial redress is also grounded in the First Amendment.” (*Id.* at 1262 (cleaned up,
5 bold added, italics in original).) A “conspiracy to cover up a killing, thereby obstructing
6 legitimate efforts to vindicate the killing through judicial redress, interferes with the due
7 process right of access to courts.” (*Id.*)

8 It is indisputable that \$10,000,000 in cannabis assets is motive for murder. Razuki
9 tried to have Malan murdered for the Balboa Dispensary. The DSD Sherlock Approval is
10 conclusive evidence, coupled with Lake’s judicial admission in his demurrer and
11 Harcourt’s judicial admissions and communications, that Harcourt and Lake defrauded
12 the Sherlock Family of the Sherlock Property. Harcourt’s complaint alleging that he was
13 in negotiations with Razuki/Malan at the same time that he was seeking to defraud the
14 Sherlock Family provides the link to now take into account the existing evidence that Mr.
15 Sherlock may have been murdered by Razuki or by a hired hitman to acquire the Balboa
16 Dispensary. Specifically, among a massive amount of additional circumstantial evidence
17 not set forth herein, (i) Zamora’s belief that Razuki was responsible for Mr. Sherlock’s
18 death; (ii) that Razuki has been arrested for attempting to hire a hitman to murder Malan
19 *for* the Balboa Dispensary; (iii) Mr. Sherlock’s body was found to have abrasions on his
20 hand and knuckles and a cut on his forehead that he did not have when he left his home –
21 these are consistent with defensive wounds; (v) no shell casing was found; (vi) although
22 Mr. Sherlock was right handed, the gun was found near his left hip implying that it fell
23 from his left hand, not his right (i.e., it could have been placed there); and (vi) the most
24 simple to understand fact of all, Mr. Sherlock loved his wife and children. Mr. Sherlock
25 was not “broke” nor was he suffering from CTE. Mr. Sherlock was probably murdered.

26 These facts support at the very least the Sherlock Family’s right to further discovery
27 that Mr. Sherlock may have been killed as an act in furtherance of the Cartel’s Antitrust
28 Conspiracy. The direct, physical and circumstantial evidence means that Mr. Sherlock

1 could have been *fighting* for his life on the night he allegedly took his life.

2 It is also indisputable that Tirandazi violated Cotton and Flores' predecessor-in-
3 interests rights to the Berry Application when she failed to transfer the application
4 pursuant to the SDMC and *Engbretsen*. (See RJN Ex. 21.) That she committed perjury at
5 the trial of *Cotton I* and colluded with Austin and F&B to provide that perjured testimony.
6 The City, not just Tirandazi, has had direct and constructive knowledge of the Cartel's use
7 of the Strawman Practice in furtherance of the alleged Antitrust Conspiracy for years. (See
8 FAC Exs. 7, 8 (emails to dozens of parties, including federal, state and city officials by
9 Cotton of the Cartel's Antitrust Conspiracy with supporting documents); RJN Ex. 23 (City
10 answer to *Cotton II* petition).) The City's continued denial of evidence and documents
11 regarding the Balboa Dispensary for years and now their "loss" of the documents that the
12 DSD Sherlock Approval was procured through forged documents is clear evidence of
13 what it is – a cover up. Exposure that City DSD employees originally negligently or
14 purposefully aided sanctioned parties to unlawfully process the Strawman Practice CUP
15 applications makes the City jointly liable with the Cartel. (42 U.S.C. § 1983.) Thus, they
16 are denying the illegality of the Strawman Practice directly and by omission and are
17 obstructing justice by preventing the Sherlock Family from acquiring evidence and
18 documents that would demonstrate the City had an active role in the same conspiracy
19 pursuant to which Mr. Sherlock may have been murdered.

20 A conspiracy to prevent the Sherlock Family from discovering evidence that
21 support the Sherlock Family's *allegations* that Mr. Sherlock may have been murdered is
22 obstruction of justice. (See *Bell*, 746 F.2d at 1261.) "Judicial access must be adequate,
23 effective, and meaningful." (*Bell*, 746 F.2d at 1261 (cleaned up).) Here, as to the Sherlock
24 Family, to "deny such access defendants need not literally bar the courthouse door or
25 attack plaintiffs' witnesses. This constitutional right is lost where, as here, [City of San
26 Diego] officials shield from the public and the victim's family key facts which would form
27 the basis of the [Sherlock] family's claims for redress. A contrary interpretation of the
28 right to due process would encourage [City of San Diego] officials to conceal the

1 *circumstances* relating to unlawful killings committed under color of state law and other
 2 deprivations of federal rights which Section 1983 was designed to remedy.” (*Id.* (emphasis
 3 added).) In sum, every party whose actions or omissions seek to prevent exposure that the
 4 Strawman Practice is illegal is unconscionably and unconstitutionally obstructing justice.
 5 (42 U.S.C. §§ 1985, 1986; *see* FAC ¶¶ 287-302.) They are criminals. (*Id.*) They are
 6 preventing the Sherlock Family from proceeding on claims that would lead to the
 7 discovery of evidence that could demonstrate Mr. Sherlock’s suicide was staged in
 8 furtherance of the Antitrust Conspiracy. That Mr. Sherlock may have fought for his life
 9 against the very same defendants here who *did* steal the Sherlock Property and who
 10 demonstrably engage in acts and threats of violence. This is indefensible.

11 CONCLUSION

12 “A judgment giving effect to a void judgment is also void”²⁵ because “being
 13 worthless in itself, all proceedings founded upon it are equally worthless.” (*OC*
 14 *Interior*, 7 Cal. App. 5th 1330 (2017).) This is the law. The Sherlock Family cannot be
 15 bankrupted, allowed to lose their home, or have their have their Constitutional rights
 16 violated by anybody. Not even by officers of the court.

17 The Sherlock Family deserves justice. The Sherlock Family, and Flores, are
 18 “entitled to rely on the law as written, without fearing that courts might disregard its plain
 19 terms based on some extratextual consideration.” (*Bostock*, 140 S. Ct. at 1749.) All the
 20 judges in all the Strawman Cases have erred and have been defiled by the fraud on the
 21 court that has been perpetrated by defendants upon them, including the City.

22 Plaintiffs request the Court grant this Application and set a hearing on the motion
 23 to vacate the Order for an immediate date. As the City’s “loss” of records show, and the
 24 Court must know to be true, defendants are covering up the evidence of their crimes.
 25 Immediate relief is warranted and mandated on these facts. The Courts have erred, but the
 26 truth *will* come out. The Courts cannot ratify a conspiracy that may include murder.

27 _____
 28 ²⁵ *Kenney*, 2008 Cal. App. Unpub. LEXIS 10048, at *36-37.

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Law Offices of Andrew Flores



Plaintiff *In Propria Persona*, and Attorney
for Plaintiffs AMY SHERLOCK, and
Minors T.S. and S.S.

EXHIBIT-A

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

FLORES, et al.,

Plaintiffs,

v.

AUSTIN, et al.,

Defendants.

Case No.: 20-CV-000656-JO-DEB

**ORDER DISMISSING FIRST
AMENDED COMPLAINT AGAINST
DEFENDANTS JUDGE WOHLFEIL
AND F&B DEFENDANTS WITH
PREJUDICE AND FOR LACK OF
STANDING WITH LEAVE TO
AMEND**

Defendants Michael Weinstein, Scott H. Toothacre, Elyssa Kulas, Rachel M. Prendergast, and Ferris & Britton, APC (collectively, “F&B Defendants”) and Defendant Judge Joel R. Wohlfeil (“Judge Wohlfeil”) have filed motions to dismiss Plaintiffs’ First Amended Complaint with prejudice. Dkts. 21, 27.

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1 The Court held oral argument on the motions on March 23, 2022. For the reasons
2 stated on the record during the oral argument, the motions to dismiss are GRANTED. The
3 First Amended Complaint is hereby DISMISSED WITH PREJUDICE against Judge
4 Wohlfeil and F&B Defendants.

5 The Court DISMISSES the First Amended Complaint against the remaining
6 defendants without prejudice for lack of standing. Plaintiffs may file an amended
7 complaint by May 11, 2022.

8 **IT IS SO ORDERED.**

9
10 Dated: March 23, 2022

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13 _____
14 Honorable Jinsook Ohta
15 United States District Judge
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EXHIBIT-B

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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA
BEFORE THE HONORABLE JINSOOK OHTA
DISTRICT JUDGE PRESIDING

ANDREW FLORES, ET AL.) CASE NO. 20-CV-0656-TWR-DEB
)
PLAINTIFFS,) MOTION HEARING
)
V.)
)
GINA M. AUSTIN,)
)
DEFENDANTS.)
)

REPORTER'S TRANSCRIPT OF PROCEEDINGS

WEDNESDAY, MARCH 23, 2022

PAGES 1 THROUGH 22

APPEARANCES:

FOR THE PLAINTIFFS: LAW OFFICES OF ANDREW FLORES
945 4TH AVENUE, SUITE 412
SAN DIEGO, CALIFORNIA 92101
BY: ANDREW FLORES, ESQ.

FOR THE DEFENDANT: SUPERIOR COURT OF CALIFORNIA,
JOEL R. WOHLFEIL COUNTY OF SAN DIEGO
110 UNION STREET
SAN DIEGO, CALIFORNIA 92101
BY: CARMELA E. DUKE, ESQ.

FOR THE DEFENDANT: KJAR MCKENNA & STOCKALPER, LLP
FERRIS & BRITTON, APC 841 APOLLO STREET, SUITE 100
EL SEGUNDO, CALIFORNIA 92045

REPORTED BY: ABIGAIL R. TORRES, CSR
CSR NO. 13700
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
333 WEST BROADWAY, SUITE 420
SAN DIEGO, CALIFORNIA 92101

1 SAN DIEGO, CALIFORNIA; WEDNESDAY, MARCH 23, 2022; 10:00 A.M.

2 -000-

3 THE CLERK: PLEASE COME TO ORDER. THIS UNITED STATES
4 DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA IS NOW
5 IN SESSION. THE HONORABLE JINSOOK OHTA PRESIDING.

6 CALLING MATTER NO. 2 ON CALENDAR, 20-CV-0656, FLORES,
7 ET AL., V. AUSTIN, ET AL., FOR A MOTION HEARING.

8 AND, YOUR HONOR, I BELIEVE PLAINTIFF COUNSEL WILL BE
9 APPEARING BY PHONE ONLY.

10 MR. FLORES: THAT'S CORRECT, YOUR HONOR.

11 ANDRES FLORES ON BEHALF OF MYSELF AND THE OTHER
12 PLAINTIFFS.

13 MR. EMDEE: GOOD MORNING, YOUR HONOR.

14 GREGORY EMDEE ON BEHALF OF THE F&B DEFENDANTS.

15 MS. DUKE: GOOD MORNING, YOUR HONOR.

16 CARMELA DUKE ON BEHALF OF THE HONORABLE JUDGE JOEL
17 WOHLFEIL JUDGE FOR THE SUPERIOR COURT OF SAN DIEGO, COUNTY OF
18 SAN DIEGO.

19 THE CLERK: AND, YOUR HONOR, I BELIEVE THAT'S ALL THE
20 APPEARANCES FOR THE FLORES, ET AL., V. AUSTIN CASE.

21 YOUR HONOR, ARE YOU ABLE TO HEAR US?

22 (PAUSE IN PROCEEDINGS.)

23 THE COURT: I UNDERSTAND WE'VE -- WE'RE BACK ON THE
24 RECORD NOW. I UNDERSTAND WE HAD APPEARANCES FROM EVERYBODY
25 ALREADY.

1 MR. EMDEE: THIS IS GREGORY EMDEE ON BEHALF OF THE F&B
2 DEFENDANTS. THAT'S CORRECT, YOUR HONOR.

3 THE COURT: OKAY. THANK YOU.

4 SO FIRST OFF ALL, THANK YOU, EVERYBODY, FOR
5 ACCOMMODATING ME RUNNING THIS APPEARANCE BY ZOOM. I AM NOT
6 ABLE TO BE IN THE COURTHOUSE FOR HEALTH REASONS. I'M STILL IN
7 AN ISOLATION QUARANTINE PERIOD, BUT I DIDN'T WANT TO RESCHEDULE
8 THIS HEARING. BUT THANK YOU FOR ACCOMMODATING ME. AND I
9 APOLOGIZE FOR THE TECHNICAL DIFFICULTIES GETTING STARTED.

10 SO I SEE WE HAVE MR. EMDEE WITH US, AND I SEE THAT WE
11 HAVE MS. DUKE WITH US. AND ON THE PHONE LINE, DO WE HAVE
12 MR. FLORES WITH US?

13 MR. FLORES: THAT'S CORRECT, YOUR HONOR. I'M HERE.

14 THE COURT: OKAY. THANK YOU. AND IF THE DEPUTY COULD
15 PERHAPS TURN UP THE VOLUME. I CAN HEAR EVERYTHING, BUT IT'S
16 QUITE FAINT.

17 THE CLERK: YES, YOUR HONOR.

18 THE COURT: SO LET'S GO AHEAD AND GET STARTED.

19 MR. FLORES, CAN YOU HEAR ME OKAY?

20 MR. FLORES: I CAN, YOUR HONOR. I CAN HEAR YOU FINE.

21 THE COURT: OKAY. THANK YOU. I'M GLAD TO HEAR THAT.

22 SO IN THE ORDER, I HAVE A TENTATIVE WITH REGARD TO
23 DISMISSING JUDGE WOHLFEIL WITH PREJUDICE FROM THIS ACTION ON
24 JUDICIAL IMMUNITY GROUNDS.

25 AND MR. FLORES, THE COURT'S REASON FOR THAT IS BECAUSE

1 I'VE LOOKED AT THE ALLEGATIONS THAT YOU ARE MAKING AGAINST
2 JUDGE WOHLFEIL IN YOUR COMPLAINT. I'VE GONE THROUGH THE
3 PARAGRAPH WHERE YOU MENTION HIS NAME. AND IT LOOKS LIKE
4 EVERYTHING THAT YOU'RE ALLEGING AGAINST HIM ARE ACTIONS THAT HE
5 TOOK WITHIN HIS JURISDICTION AS A STATE COURT JUDGE.

6 FOR EXAMPLE, I'M LOOKING AT THE POSITIONS WHERE YOU
7 TALK ABOUT HOW HE HANDLED THE MOTION FOR SUMMARY JUDGMENT
8 RULING, THE TRIAL PROCEEDINGS. IT LOOKS LIKE YOU HAVE
9 COMPLAINTS OR ISSUES ABOUT CERTAIN IN LIMINES OR COURTROOM
10 RULINGS THAT HE MAY HAVE ISSUED ABOUT WITNESS TESTIMONY.

11 THERE'S -- AND THEN THERE'S ALSO THE TRIAL ITSELF AND
12 DENIAL FOR A MOTION TO INTERVENE, A DISQUALIFICATION MOTION,
13 AND MOTION FOR RETRIAL, AND THESE ARE JUST SOME OF
14 THE ALLEGATIONS THAT I'M LOOKING AT.

15 BUT IT LOOKS LIKE ALL OF THESE ISSUES OR COMPLAINTS
16 THAT YOU HAVE AGAINST JUDGE WOHLFEIL ARE REGARDING ACTIONS THAT
17 HE HAS TAKEN AS A JUDGE. AND SO ON THOSE GROUNDS, THE COURT'S
18 TENTATIVE IS TO RULE THAT THOSE CLAIMS CAN'T GO FORWARD BECAUSE
19 JUDICIAL IMMUNITY BARS LAWSUITS AGAINST JUDGES FOR ACTIONS THAT
20 TAKE -- THAT THEY TAKE IN THEIR ROLE AS JUDGES: THE DECISIONS
21 THEY MAKE IN TERMS OF LEGAL RULINGS, OUTCOMES, HOW THEY MANAGE
22 THEIR COURTROOM, AND ET CETERA.

23 SO UNDERSTANDING THAT THAT'S THE COURT'S TENTATIVE AND
24 UNDERSTANDING THAT THAT'S THE COURT'S BASIS FOR THE TENTATIVE,
25 I WANT TO GIVE YOU, MR. FLORES, A BRIEF OPPORTUNITY TO PRESENT

1 YOUR ARGUMENT TO THE COURT ON THAT ISSUE.

2 MS. DUKE, AT THAT POINT, IF YOU ALSO -- UNDERSTANDING
3 WHERE THE COURT'S TENTATIVE IS, IF YOU FEEL THE NEED TO RESPOND
4 TO ANYTHING, YOU MAY, BUT YOU DON'T HAVE TO. AND I WILL ISSUE
5 A RULING WITH REGARD TO JUDGE WOHLFEIL.

6 AND AT THAT POINT, MS. DUKE, YOU MAY STAY ON, BUT
7 YOU'RE ALSO FREE TO DROP OFF THE PROCEEDINGS. I DO WANT TO BE
8 VERY RESPECTFUL OF THE -- OF THE TIME WITH REGARD TO THE
9 COUNSEL FOR JUDGE WOHLFEIL AND THE STATE. SO WE'LL PROCEED IN
10 THAT WAY.

11 AFTER THAT, WE'LL GO AHEAD, AND WE WILL ADDRESS THE
12 CLAIMS, OR RATHER, WE'LL ADDRESS THE MOTION TO DISMISS BROUGHT
13 BY THE F&B DEFENDANTS. BUT WE'LL HANDLE THE JUDICIAL IMMUNITY
14 ISSUE FIRST.

15 SO GO AHEAD, MR. FLORES, AND TELL ME WHY -- TELL ME
16 FIRST IF YOU AGREE THAT EVERYTHING THAT YOU HAVE AN ISSUE WITH,
17 WITH REGARD TO JUDGE WOHLFEIL, COMES OUT OF WHAT HE DID AS A
18 JUDGE. AND I UNDERSTAND YOU MIGHT FEEL THAT THE THINGS HE DID
19 WERE INCORRECT OR WRONG OR UNFAIR OR MISGUIDED.

20 BUT LET ME KNOW IF YOU HAVE ANY ARGUMENT AS TO
21 WHETHER -- WHAT'S IN YOUR COMPLAINT, ACTUALLY, GOES OUTSIDE
22 WHAT HE'S DONE AS A JUDGE.

23 MR. FLORES: YES, YOUR HONOR. THE PEOPLE SUBMIT, YOUR
24 HONOR. I DO AGREE WITH THE COURT IN THAT ASPECT. I WAS UNDER
25 THE IMPRESSION THAT BECAUSE WE'RE ATTEMPTING TO REVISIT THE

1 RULING IN THAT CASE FOR FEDERAL RELIEF PURPOSES, THAT HE MAY BE
2 A NECESSARY PARTY. BUT, YES, WE WILL SUBMIT ON THE COURT'S
3 TENTATIVE, AND JUDGE WOHLFEIL WILL BE REMOVED FROM THE ACTION.

4 THE COURT: OKAY. THANK YOU.

5 GIVEN THAT -- MR. FLORES'S POSITION WITH REGARD TO
6 JUDGE WOHLFEIL, THE COURT IS GOING TO GO AHEAD AND ADOPT THE
7 TENTATIVE AS THE COURT'S RULING.

8 JUDGE WOHLFEIL IS DISMISSED WITHOUT PREJUDICE FROM
9 THIS -- BECAUSE YOU -- [FAILURE IN TRANSMISSION] --

10 (COURT REPORTER INTERRUPTION.)

11 THE COURT: -- THEY -- BECAUSE I WANT TO BE RESPECTFUL
12 OF YOUR TIME. YOU'RE ALSO FREE TO DROP OFF, AT THIS POINT.

13 MS. DUKE: THANK YOU, YOUR HONOR.

14 THE COURT: THANK YOU. TAKE CARE.

15 NOW, MOVING ON TO THE MOTION TO DISMISS BROUGHT BY THE
16 FERRIS & BRITTON DEFENDANTS. AND I WILL USE THAT AS SHORTHAND.
17 THERE ARE SEVERAL GROUNDS FOR DISMISSAL THERE THAT HAVE BEEN
18 RAISED BY THE F&B DEFENDANTS.

19 SO THE COURT IS GOING TO, AGAIN, LIKE IT DID WITH THE
20 MOTION TO DISMISS BROUGHT BY JUDGE WOHLFEIL, THE COURT WILL --
21 THE COURT WILL EXPLAIN THE REASONS FOR THAT TENTATIVE,
22 MR. FLORES. GIVE YOU A CHANCE TO RESPOND. AND THEN GIVE
23 MR. EMDEE A RESPONSE TO [FAILURE IN TRANSMISSION] -- A CHANCE
24 TO RESPOND TO YOU IN TURN TO THE EXTENT THAT HE FEELS IS
25 NECESSARY.

1 SO, FIRST OFF ALL, WITH REGARD TO THE F&B DEFENDANTS,
2 IT LOOKS LIKE, MR. FLORES -- AND I'M LOOKING AT YOUR PARAGRAPH
3 IN YOUR COMPLAINT STARTING AT 130, WHERE -- WHERE YOU START
4 WITH YOUR NARRATIVE THAT -- WHERE YOU START WITH THE NARRATIVE
5 OR AN ALLEGATION REGARDING E-MAILING YOU A COPY OF THE
6 COMPLAINT AND A LIS PENDENS, WHICH ARE PART OF THE LITIGATION
7 PROCEEDINGS.

8 AND THEN THEY GO ON TO DETAIL OTHER ACTIONS THAT THE
9 FERRIS & BRITTON DEFENDANTS -- ARE [FAILURE IN TRANSMISSION] --
10 ARE LITIGATING THE CASE.

11 THE COURT'S TENTATIVE WITH REGARD TO THE -- FERRIS
12 DEFENDANTS, AND THESE ARE THE LAW FIRM AND THE PEOPLE
13 ASSOCIATED WITH THE LAW FIRM OF FERRIS & BRITTON, INCLUDING ANY
14 PARALEGAL, THE COURT'S FURTHER -- [FAILURE IN TRANSMISSION] IS
15 TO DISMISS.

16 (COURT REPORTER INTERRUPTION.)

17 THE COURT: AND HERE'S WHY. THE NOERR-PENNINGTON
18 DOCTRINE DOES PROTECT ACTIONS OF EITHER THE ACT OF PETITIONING
19 A COURT OR ACTIONS THAT ARE WITHIN THAT BUBBLE THAT ARE RELATED
20 TO THE ACT OF PETITIONING A COURT SUCH THAT IT HAS -- [FAILURE
21 IN TRANSMISSION] PROVISION.

22 AND A LOT OF THE -- OR ALL OF THE ALLEGATIONS THAT I'M
23 SEEING IN THE COMPLAINT HAVE TO DEAL WITH ACTIONS THAT WERE
24 TAKEN TO LITIGATE THIS CASE, INCLUDING PRELITIGATION NECESSARY,
25 PRELITIGATION COMMUNICATIONS, LIKE FORWARDING A COPY OF THE

1 COMPLAINT AND UNDERLYING DOCUMENTATION -- [FAILURE IN
2 TRANSMISSION] LIKE FILING A DEMURRER AND ENTERING A STIPULATION
3 AND MAKING ARGUMENTS IN COURT HEARINGS. AND I'M NOT SEEING
4 ANYTHING THAT GOES OUTSIDE OF WHAT --

5 (COURT REPORTER INTERRUPTION.)

6 THE COURT: -- ATTORNEYS AND OUTSIDE OF THESE ACTS OF
7 PETITIONING THE COURT AS LAWYERS FOR THEIR CLIENTS.

8 SO, MR. FLORES, BASED ON THAT, THE COURT'S INCLINATION
9 IS TO DISMISS THE CLAIMS AGAINST THE DEFENDANTS WITH PREJUDICE.
10 I UNDERSTOOD -- AND I ALREADY WAS AWARE OF IT. THERE ARE
11 EXCEPTIONS FOR -- [FAILURE IN TRANSMISSION] THAT YOU CAN GET
12 THE NOERR-PENNINGTON PROTECTIONS JUST BY FILING A FAKE LAWSUIT.

13 SO WHEN LITIGATION IS A POSSIBLE ISSUE, THE COURT
14 LOOKS AT WHETHER THAT UNDERLYING ACTION WAS OBJECTIVELY
15 BASELESS. AND THE COURT HAS LOOKED AT, IN THIS CASE, IT
16 DOESN'T LOOK LIKE THAT EXCEPTION OR -- EXCEPTION IS GOING TO BE
17 VIABLE IN THIS CASE, MR. FLORES.

18 AND THE REASON FOR THAT IS GERACI OR GERACI, THE PARTY
19 THAT THE FERRIS & BRITTON DEFENDANTS WERE REPRESENTING, THEY
20 WEREN'T A PREVAILING PARTY IN THAT UNDERLYING CASE. AND WHERE
21 THE LITIGATION IS SUCCESSFUL UNDER THE CURRENT STATE OF THE
22 LAW, IT LOOKS LIKE THE COURT DOESN'T REALLY NEED TO LOOK ANY
23 FURTHER.

24 THERE ARE INSTANCES WHERE EVEN IF A LITIGATION ISN'T
25 SUCCESSFUL, THERE'S STILL WAYS TO FIND IT NOT -- NOT [FAILURE

1 IN TRANSMISSION] ON LITIGATION. BUT HERE WE HAVE -- IT WAS THE
2 PREVAILING PARTY IN THAT UNDERLYING CASE.

3 AND, AGAIN, MR. FLORES, I FULLY UNDERSTAND THAT IT'S
4 YOUR POSITION AND YOUR BELIEF THAT THIS WAS [FAILURE IN
5 TRANSMISSION], BECAUSE THINGS WENT WRONG WITH THE PROCESS. BUT
6 AS FAR AS -- I'M NOT RULING ON ANY OF THE OTHER DEFENDANTS.
7 BUT AS FAR AS THE FERRIS & BRITTON DEFENDANTS GO, IT LOOKS LIKE
8 WHAT THEY WERE DOING -- FOCUSED ON WHAT THEY WERE DOING IN
9 TERMS OF REPRESENTING THEIR CLIENTS IN THEIR ACT OF LITIGATING
10 OR PETITIONING THE COURT.

11 SO WITH [FAILURE IN TRANSMISSION] AN OPPORTUNITY TO
12 RESPOND TO ME ON THAT ONE, AS WELL, AND THEN WE'LL TALK ABOUT
13 SOME OF THE [FAILURE IN TRANSMISSION] OKAY, MR. FLORES?

14 MR. FLORES: THAT SOUNDS GOOD, YOUR HONOR. YOU KNOW,
15 OBVIOUSLY, MY -- MINE AND MY CLIENTS' POSITION ON THIS IS
16 OBVIOUSLY, YOU KNOW, YES, WE DISAGREE WITH THE RULING IN THAT
17 PRIOR CASE.

18 BUT I THINK, MORE IMPORTANTLY THAN ANYTHING, YOUR
19 HONOR, EVERY COURTROOM HAS A DUTY TO IDENTIFY WHETHER THERE WAS
20 AN ILLEGAL ACTION. AND WHAT OUR CLAIM IS, YOUR HONOR, IS THAT
21 THESE ATTORNEY ASSISTED THEIR CLIENTS IN OBTAINING OR
22 ATTEMPTING TO OBTAIN SOMETHING THAT WAS -- HE WAS LEGALLY
23 BARRED FROM OBTAINING.

24 SO THEY KNEW THAT MR. GERACI HAS BEEN PROPERLY
25 SANCTIONED FOR RUNNING ILLEGAL -- OR OPERATING ILLEGALLY IN THE

1 MARIJUANA INDUSTRY. AND, THEREFORE, WAS BARRED FROM,
2 ULTIMATELY, HAVING THE BENEFIT OF THE BARGAIN IN THAT OTHER
3 CASE, WHICH IS WHAT WE -- WHAT MR. COTTON TO EXPLAIN TO THE
4 COURT AND DID SO, NOT IN AN EFFICIENT MANNER.

5 BUT I THINK THAT EVERY COURT HAS TO LOOK AT THAT
6 CONTRACT TO DECIDE WHETHER OR NOT THE SUBSTANCE OF THE CONTRACT
7 IS ILLEGAL. WE BELIEVE THAT IT IS. WE BELIEVE THAT THE
8 ATTORNEYS SHOULD HAVE KNOWN THAT IT WAS AN ILLEGAL CONTRACT.
9 AND, THEREFORE, THEY, IN ESSENCE, ASSISTED THEIR CLIENT IN
10 OBTAINING A BENEFIT ILLEGALLY.

11 THE COURT: OKAY. THANK YOU, MR. FLORES. I
12 APPRECIATE THAT ARGUMENT. AND I DO FULLY UNDERSTAND AND
13 APPRECIATE THAT YOU HAVE HAD FRUSTRATIONS WITH THE PROCESS THAT
14 HAPPENED IN THE STATE COURT, AND THAT YOU BELIEVE IT WAS A
15 WRONGFUL RESULT.

16 BUT AS FAR [FAILURE IN TRANSMISSION] BECAUSE YOUR
17 ALLEGATIONS CENTER ON FERRIS & BRITTON DEFENDANTS AND THEIR
18 ACTIVITIES IN TERMS OF PETITIONS, THE COURT BY PURSUING THIS
19 LITIGATION [FAILURE IN TRANSMISSION] COURT VIOLATING, AND OTHER
20 ACTS THAT ARE INCIDENTAL -- THAT ARE MAKING REQUESTS OF
21 THE [FAILURE IN TRANSMISSION] FILING BEFORE THE COURT, THE
22 COURT IS GOING TO ADOPT THE TENTATIVE AND DISMISS YOUR CLAIMS
23 AGAINST THE FERRIS & BRITTON DEFENDANTS WITH PREJUDICE.

24 AND THE REASON THAT I'M DEFENDING -- THAT I'M
25 DISMISSING WITH PREJUDICE IS AFTER HEARING FROM YOU TODAY, IT

1 SOUNDS [FAILURE IN TRANSMISSION] AGAINST THEM, IT'S NOT WHAT
2 HAPPENED OUTSIDE OF THEIR PETITIONING CONDUCT. SO IT DOESN'T
3 APPEAR THAT WE'D BE ABLE TO AMEND THIS IN A WAY THAT WOULD FIX
4 THE PROBLEM WITH -- YOUR BASIC --

5 MR. FLORES: I'M SORRY, YOUR HONOR. I DON'T MEAN TO
6 INTERRUPT. YOU'RE BREAKING UP. EVERYTHING -- I'M CATCHING
7 EVERY OTHER WORD. I DON'T KNOW IF COUNSEL HAS A PROBLEM HERE.

8 THE COURT: I APOLOGIZE, AND I'LL BACK UP A BIT.

9 IS THIS BETTER, MR. FLORES?

10 MR. FLORES: YES, I CAN HEAR YOU MUCH BETTER. THANK
11 YOU.

12 THE COURT: OKAY. THANK YOU. I'M GOING TO BACK UP
13 TO -- AND LET ME KNOW IF YOU NEED ME TO BACK UP FURTHER. BUT
14 I'LL START BACK AT THE POINT WHERE I WAS EXPLAINING WHY I'M
15 GRANTING THE PETITION, AND WHY I'M DOING THAT WITH PREJUDICE.

16 AND THE REASON FOR THAT IS AFTER HEARING FROM YOU,
17 AND, OF COURSE, AFTER REVIEWING ALL THE PAPERS, IT REALLY
18 SOUNDS LIKE THE -- THE FUNDAMENTAL CRUX OF YOUR GRIEVANCE
19 AGAINST THE FERRIS & BRITTON DEFENDANTS IS WHAT THEY DID IN THE
20 COURTROOM WHILE FILING THINGS BEFORE THE COURT, WHILE MAKING
21 REQUESTS OF THE COURT, BASICALLY WHILE PETITIONING THE COURT.
22 AND OTHER THINGS THAT WERE INCIDENTAL TO THAT CONDUCT.

23 AND SO IT DOESN'T SOUND LIKE BECAUSE WHAT YOU REALLY
24 HAVE -- WHAT --

25 THE CLERK: YOU'RE CUTTING OFF, YOUR HONOR.

1 THE COURT: IT DOESN'T SOUND LIKE YOU WOULD BE ABLE TO
2 AMEND IN A WAY THAT WOULD BE ABLE TO FIX THAT UNDERLYING
3 PROBLEM.

4 SO DID YOU FOLLOW ME, MR. FLORES, WITH REGARD TO WHY
5 I'M GRANTING THIS WITH PREJUDICE?

6 MR. FLORES: I DID, YOUR HONOR. AND IF I CAN JUST
7 INQUIRE OF THE COURT. OBVIOUSLY, PART OF OUR ARGUMENT, YOUR
8 HONOR, IS THAT THE ATTORNEYS CONSPIRED WITH THEIR CLIENT TO
9 OBTAIN AN ILLEGAL RESULT.

10 NOW, OBVIOUSLY, THERE MATTERS -- THEIR ACTIONS, YOU
11 KNOW, PETITIONING THE COURT, HOWEVER, THE CONSPIRACY BETWEEN
12 THEM AND THEIR CLIENT IS KIND OF THE CRUX OF, IN MY MIND, OF
13 WHAT OUR ALLEGATIONS ARE IN THIS CASE.

14 THE COURT: OKAY. THAT -- THAT'S UNDERSTOOD,
15 MR. FLORES. BUT BASED ON THE COURT'S REVIEW OF THE COMPLAINT
16 AND YOUR PAPERS AND CONSIDERING YOUR ARGUMENT TODAY, INsofar AS
17 WHAT --

18 (COURT REPORTER INTERRUPTION.)

19 THE CLERK: YOUR HONOR, YOU'RE CUTTING OFF.

20 THE COURT: OKAY. SO, MR. FLORES, HOLD ON JUST A
21 SECOND.

22 MR. EMDEE, ARE YOU HAVING SIMILAR TROUBLE WITH -- WITH
23 HAVING ME CUT IN AND OUT?

24 MR. EMDEE: I AM HAVING THE SAME ISSUES. HOWEVER, I'M
25 ABLE TO FOLLOW WHAT YOU'RE SAYING. THERE'S CERTAIN WORDS THAT

1 ARE MISSING. BUT I KNOW YOU WERE GOING TO GRANT SOMETHING, SO
2 I'M ASSUMING THAT'S THE MOTION TO DISMISS, BUT I AM FOLLOWING
3 PIECE BY PIECE.

4 THE COURT: MR. FLORES, SO IF [FAILURE IN
5 TRANSMISSION] WHAT OTHER OPTIONS WE CAN EXPLORE. I'LL JUST
6 BACK -- I'LL JUST BACK UP A LITTLE BIT. AND IT SOUNDS LIKE YOU
7 FOLLOWED ME WHEN I EXPLAINED WHY I WAS GRANTING THIS WITH
8 PREJUDICE.

9 AND I'LL REITERATE -- I WILL GO AHEAD AND REITERATE
10 WHAT I EXPLAINED WITH REGARD TO YOUR ARGUMENT THAT IT'S PART OF
11 THE CONSPIRACY.

12 SO I HEAR YOUR ARGUMENT THAT IT WAS PART OF THE
13 CONSPIRACY. BUT I HAVE REVIEWED YOUR COMPLAINT, YOUR PAPER,
14 AND WHAT YOU ARGUED IN FRONT OF ME TODAY, AND BASED ON THOSE
15 THINGS, MR. FLORES, IT DOESN'T LOOK LIKE THERE'S ANY ACTIVITY
16 THAT YOU ARE COMPLAINING OF THAT DOESN'T CONCERN THE PROTECTED
17 PETITIONING ACTIVITY.

18 AND SO NOERR-PENNINGTON DOES APPLY HERE BECAUSE --
19 AGAIN, IT'S NOT A SHARED LITIGATION BECAUSE MR. GERACI WAS THE
20 PREVAILING PARTY IN THE UNDERLYING ACTION.

21 SO THE COURT IS GOING TO GO AHEAD AND DISMISS THE
22 CLAIMS AGAINST THE F&B DEFENDANTS WITH PREJUDICE. AND,
23 FINALLY, I'D LIKE TO TALK ABOUT THAT -- THE COMPLAINT WITH THE
24 OTHER DEFENDANTS, MR. FLORES. AND I UNDERSTAND THAT LOOKING AT
25 THE -- THERE ARE MANY, MANY OTHER DEFENDANTS THAT YOU BELIEVE

1 WERE A PART OF THIS CONSPIRACY.

2 SO I'D LIKE TO TALK ABOUT STANDING. BECAUSE, FIRST
3 OFF ALL, STANDING WAS AN ISSUE THAT THE FERRIS & BRITON
4 DEFENDANTS RAISED IN THEIR PAPERS.

5 ALSO, STANDING IS SOMETHING THAT IS REQUIRED FOR THE
6 COURT'S SUBJECT MATTER JURISDICTION. SO THE COURT WOULD HAVE
7 ITS OWN DUTY TO MAKE SURE THAT IT HAS SUBJECT MATTER
8 JURISDICTION TO PROCEED. AND SO STANDING MEANS THAT YOU,
9 YOURSELF, MR. FLORES, AND THE OTHER PLAINTIFFS SUFFERED AN
10 INJURY THAT IS REDRESSABLE BY THIS COURT.

11 AND WITH REGARD TO THAT, I'M HAVING TROUBLE
12 UNDERSTANDING FROM YOUR COMPLAINT, MR. FLORES, WHAT WAS THE
13 INJURY THAT YOU HAD SUFFERED. IT SOUNDS LIKE FROM THE
14 UNDERLYING ACTION THAT YOU ARE MR. COTTON'S ATTORNEY OR YOU
15 WERE HIS ATTORNEY AT CERTAIN POINTS IN TIME [FAILURE IN
16 TRANSMISSION].

17 AND WE HAVE LOOKED AT THE PARAGRAPH WHERE YOU TALK
18 ABOUT THE DENIAL OF THE MOTION TO INTERVENE. BUT I AM STILL
19 NOT SURE WHAT -- HOW YOU WERE HARMED BY THE CONSPIRACY -- THE
20 CONSPIRACY THAT YOU'RE ALLEGING AND THE OTHER SERIES OF EVENTS
21 THAT YOU ARE ALLEGING IN YOUR COMPLAINT.

22 I UNDERSTAND HOW -- I UNDERSTAND [FAILURE IN
23 TRANSMISSION] BUT NOT UNDERSTANDING YOU ARE THE ONE THAT
24 SUFFERED AN INJURY AND -- AND HOW MS. AMY SHERLOCK AND HER
25 MINOR CHILDREN WERE THE ONES WHO SUFFERED AN INJURY HERE.

1 MR. FLORES: YEAH. YOUR HONOR, I CAN GIVE YOU, SORT
2 OF, A SYNOPSIS OF WHAT OCCURRED. OBVIOUSLY, I'LL NOT TO BE FOR
3 VERY LONG. I TRIED TO BE AS DETAILED AS POSSIBLE BECAUSE IT IS
4 LITTLE BIT OF A COMPLICATED SCENARIO.

5 BUT, IN ESSENCE, WHAT HAPPENED IN THIS SITUATION, YOUR
6 HONOR, MR. COTTON HAD A PROPERTY THAT QUALIFIED INITIALLY A
7 PERMIT TO OPERATE A MEDICAL MARIJUANA DISPENSARY. OKAY?

8 HE HAD ENTERED INTO AN AGREEMENT WITH MR. GERACI.
9 MR. GERACI PURCHASED THAT PROPERTY AND APPLIED FOR A
10 CONDITIONAL USE PERMIT ON THE PROPERTY. HOWEVER, THEY --
11 AGAIN, YOU KNOW, AS I STATED BEFORE, MR. GERACI, HE WASN'T
12 ELIGIBLE TO REQUIRE THE CUP.

13 MR. COTTON THEN TERMINATED THE AGREEMENT WITH HIM
14 BECAUSE HE WAS ASKING FOR SOME REASSURANCES. THOSE
15 REASSURANCES NEVER CAME. SO HIS CONTROL -- MEDIATION, HE
16 ENTERED INTO A CONTRACT WITH A NEW INDIVIDUAL, FIRST STEP
17 PROPERTY. THAT INDIVIDUAL IS RICHARD JAY MARTIN.

18 MY INVOLVEMENT WITH MR. COTTON WAS, I ACTUALLY
19 ASSISTED AS COUNSEL A COUPLE OF TIMES. HE DID ASK ME TO REVIEW
20 THE ENTIRE CASE, WHICH IS HOW WE GET FAMILIAR WITH IT. AFTER
21 SOME TIME REVIEWING THE CASE, IT BECAME CLEAR TO ME THAT
22 MR. MARTIN WOULD HAVE HAD A, YOU KNOW, CAUSE OF ACTION AGAINST
23 MR. GERACI FOR INTENT OF INTERFERENCE WITH HIS CONTRACTUAL
24 RIGHT WITH MR. COTTON.

25 HOWEVER, MR. MARTIN HAD SOME CONCERNS. HE WAS AN

1 INVESTOR FROM HAWAII. HE DIDN'T NECESSARILY WANT TO BE
2 INVOLVED IN THE LITIGATION. I DID OFFER TO PURCHASE HIS
3 CONTRACTUAL RIGHTS FROM HIM, WHICH I DID.

4 AND, THEREFORE, BROUGHT THIS ACTION TO HAVE STANDING
5 AS HIS PREDECESSOR INTEREST TO BRING IT BACK AGAIN TO THE
6 INDIVIDUALS. SO WITH RESPECT TO MS. SHERLOCK, MS. SHERLOCK'S
7 HUSBAND -- MS. SHERLOCK'S HUSBAND WAS AN INVESTOR IN THE BALBOA
8 CUP. HE INITIALLY HAD THE BALBOA CUP ISSUED IN HIS NAME. HE
9 HAS SOME PARTNERS ASSOCIATED WITH HIM.

10 HOWEVER, WHAT ENDED UP HAPPENING IS MS. AUSTIN AND HER
11 CLIENT CONSPIRED TO BASICALLY TAKE THAT OVER. AND AT THE
12 POINT, WHEN MR. SHERLOCK PASSED AWAY, NO ONE INFORMED
13 MR. SHERLOCK THAT HE HAD AN INTEREST IN THE PROPERTY. THAT THE
14 CUP WAS ISSUED IN HIS NAME. THAT HE HAD A BUSINESS PARTNER
15 THAT BASICALLY DIDN'T PROVIDE ANY INFORMATION ABOUT WHAT HAD
16 HAPPENED. AND, EVENTUALLY, SHE'D COME TO FIND OUT THAT THE CUP
17 WAS GRANTED. IT WAS SOLD.

18 THERE WAS SOME SIGNIFICANT AMOUNT OF MONEY. AND IT
19 ALSO INVOLVED THE LITIGATION AT THE MOMENT IN STATE COURT. SO
20 THOSE ARE -- THOSE ARE SORT OF, YOU KNOW, OBVIOUSLY, THE -- THE
21 BEGINNINGS OF THE CLAIM. BUT I WILL INFORM THE COURT THAT WE
22 DID RECENTLY -- AS PART OF THIS JURISDICTIONAL ISSUE, IT'S A
23 LITTLE DIFFICULT BECAUSE THE STATE COURT DOES HAVE CONTROL OVER
24 THOSE PROPERTIES BECAUSE THEY'RE ALL ALREADY IN LITIGATION AND
25 ATTEMPTING TO INTERVENE IN THOSE LITIGATIONS.

1 I DID -- I KEPT INTERVENING ON BEHALF OF MS. SHERLOCK
2 IN THE LITIGATION ABOUT THE BALBOA CUP. HOWEVER, THE COURT IN
3 THAT CASE SAID THAT IT WOULD SIGNIFICANTLY EXPAND THE ISSUES IN
4 THAT MATTER. SO IT DENIED THE REQUEST. SO WE ENDED UP -- AND
5 THAT'S READING BETWEEN THE LINES. THE JUDGE, HE BASICALLY
6 SAID, YOU KNOW, "FILE YOUR OWN COMPLAINT." THIS IS WHAT WE
7 DID.

8 IT WOULD BE OUR INTENT, YOUR HONOR, AT THIS POINT, TO
9 ACTUALLY FILE A MOTION TO STAY THIS ACTION UNTIL THE REVOLUTION
10 OF THE RES IN THOSE CASES OR IN STATE COURT CASE RESOLVES. AND
11 THEN WE COME BACK AND ADDRESS OUR CONSTITUTIONAL CLAIMS AT THAT
12 TIME.

13 OBVIOUSLY, WHATEVER WE'RE DEALING WITH, YOU KNOW, ANY
14 TRUST CONSPIRACY IN CALIFORNIA STATE CLAIM THAT WE'VE MADE IN
15 THE STATE COURT CASE. AND, AGAIN, YOU KNOW, IF WE ARE ASKING
16 FOR LOST PROFITS IN ANY OF THOSE THINGS, IT'S MY UNDERSTANDING
17 THE FEDERAL COURT WILL NOT BE ABLE TO GIVE US THOSE REMEDIES
18 BECAUSE OF THE FACT THAT, YOU KNOW, THERE IS -- YOU KNOW --
19 OBVIOUSLY, UNDER FEDERAL LAW, MARIJUANA IS LEGAL.

20 BUT, OBVIOUSLY, ENTITLED TO ANY -- UNDER STATE COURT,
21 YOU KNOW, WE SHOULD BE ABLE TO RECOVER THOSE.

22 THE COURT: OKAY. THANK YOU, MR. FLORES, FOR THAT
23 EXPLANATION, THE CURRENT COMPLAINT. AND IT'S HELPFUL TO HAVE
24 THAT EXPLANATION SO THAT THE COURT CAN GAUGE WHETHER AMENDMENTS
25 MIGHT BE EITHER USEFUL OR FUTILE AND THAT AMENDMENT WOULD NOT

1 BE ABLE TO FIX THE UNDERLYING PROBLEM.

2 SO ON THE -- BASED ON THE CURRENT COMPLAINT, THE COURT
3 RULES THAT YOU HAVEN'T ADEQUATELY PLED THAT YOU HAVE STANDING,
4 IN THAT YOU ARE THE ONE THAT SUFFERED THE INJURY AND THAT
5 MS. SHERLOCK WAS THE ONE WHO SUFFERED THE INJURY.

6 THE COURT ALSO NOTES THAT RE-DRESS ABILITY IS AT LEAST
7 WITH REGARD TO SOME OF YOUR REQUESTS WITH THE -- IN TERMS OF --
8 THE COURT -- BASICALLY, UNDO WHAT THE STATE COURT HAS DONE THAT
9 THERE ARE PROBLEMS OF REDRESSABILITY THERE, AS WELL, IN THAT
10 THIS COURT, LIKELY, DOES NOT HAVE THE POWER TO GO IN AND ORDER
11 THE STATE COURT TO UNDO ITS RULES.

12 BECAUSE THE PROPER REMEDY AND PROCEDURE FOR THAT IS TO
13 APPEAL THE STATE COURT RULINGS IN THE PROPER APPELLATE FORUM
14 FOR THAT. AT THIS POINT, WHAT THE COURT IS GOING TO DO, IS THE
15 COURT IS GOING TO DISMISS YOUR FIRST AMENDED COMPLAINT, BUT
16 THIS WILL BE WITHOUT PREJUDICE.

17 SO THAT MEANS THAT YOU WOULD HAVE THE OPPORTUNITY TO
18 AMEND TO TRY TO SHOW ME IN THE COMPLAINT WHAT YOU ARE TRYING TO
19 EXPLAIN TO ME TODAY, AS IN, TELL ME HOW YOU WERE THE ONE THAT
20 WAS HURT BY THIS, AND HOW MS. SHERLOCK WAS THE ONE THAT WAS
21 HURT BY THIS.

22 AND SO IF YOU -- SO I'LL GIVE YOU -- HOW MUCH TIME DO
23 YOU THINK THAT YOU WOULD NEED TO FILE THIS AMENDED [FAILURE IN
24 TRANSMISSION] -- AND -- AND THEN AT ANY TIME, OF COURSE, YOU
25 WOULD BE ABLE TO FILE THAT MOTION TO STAY. AND THE COURT WOULD

1 CONSIDER THAT SEPARATELY WHEN IT CAME IN. BUT AS FAR AS
2 AMENDING THIS COMPLAINT, I AM GOING TO GIVE YOU AN OPPORTUNITY
3 TO AMEND THE COMPLAINT.

4 DO YOU THINK 45 DAYS WOULD BE ADEQUATE, MR. FLORES?

5 MR. FLORES: I THINK I HAVE A VERY TIGHT SCHEDULE AT
6 THE MOMENT. ARE WE ABLE TO GO 60 DAYS?

7 THE COURT: SURE. I WILL GIVE YOU 60 DAYS TO AMEND
8 THE COMPLAINT.

9 MR. COURTROOM DEPUTY, COULD YOU LET ME KNOW A WEEKDAY
10 THAT IS APPROXIMATELY 60 DAYS FROM NOW AND THE COURT WILL MAKE
11 A DATE CERTAIN IN ITS RULING?

12 THE CLERK: YES, YOUR HONOR.

13 60 DAYS OUT WILL GIVE US THE NEXT DATE -- AFTER
14 60 DAYS FOR THE CIVIL CALENDAR IS WEDNESDAY, MAY 11TH.

15 THE COURT: GREAT. THANK YOU.

16 SO, MR. FLORES, I AM [FAILURE IN TRANSMISSION] IN YOUR
17 COMPLAINT ON STANDING GROUNDS WITHOUT PREJUDICE. YOU WILL
18 HAVE -- YOU WILL HAVE UNTIL WEDNESDAY, MAY 11TH, TO FILE A
19 SECOND AMENDED COMPLAINT. OKAY, MR. FLORES?

20 MR. FLORES: THANK YOU, YOUR HONOR, FOR YOUR TIME.
21 YES. THANK YOU VERY MUCH.

22 THE COURT: YOU'RE WELCOME. MR. FLORES, ARE YOU STILL
23 WITH US?

24 MR. FLORES: I AM, YOUR HONOR. CAN YOU HEAR ME?

25 THE COURT: OKAY. I'M JUST AFRAID THAT I LOST YOU.

1 I ALSO --

2 MR. FLORES: I --

3 THE COURT: CAN YOU HEAR ME?

4 MR. FLORES: I CAN.

5 THE COURT: OKAY. THANK YOU.

6 I ALSO WANT TO ADDRESS, WHILE I HAVE YOU, THAT 9083
7 ACTIONS -- AND THERE WAS A CHALLENGE RAISED WITH REGARD TO THAT
8 ALSO BY MR. EMDEE. 9083 ACTIONS NEED TO BE ALLEGED AGAINST
9 PEOPLE WHO ARE ACTING UNDER COLOR OF STATE LAW.

10 AND SO WHILE I'M DISMISSING WITH LEAVE TO AMEND ON
11 STANDING GROUNDS, WHILE I HAVE YOU, SINCE YOU'RE PROCEEDING PRO
12 SE, I JUST WANTED TO FLAG THAT ISSUE FOR YOU AS WELL. OKAY,
13 MR. FLORES?

14 AND AT THIS POINT, PLEASE DON'T DROP OFF YET. I'M
15 GOING TO GIVE MR. EMDEE A CHANCE TO ADDRESS THE COURT WITH
16 WHATEVER HE FEELS NECESSARY GIVEN THE COURT'S RULINGS. I --
17 I -- I'M GOING TO GIVE HIM THAT OPPORTUNITY, EVEN THOUGH I HAVE
18 LARGELY RULED IN HIS FAVOR, JUST IN CASE, AND THEN -- AND THEN
19 AT THAT POINT, WE'LL CONCLUDE THE HEARING.

20 BUT, MR. FLORES, PLEASE PLEASE STAY ON UNTIL THE
21 HEARING IS CONCLUDED.

22 GO AHEAD, MR. EMDEE.

23 MR. EMDEE: THANK YOU, YOUR HONOR.

24 I'M FINE WITH SUBMITTING ON THE TENTATIVES THAT THE
25 COURT HAS ALREADY ADOPTED. AND AS FAR AS THE STANDING ISSUE,

1 THAT DOESN'T REALLY INVOLVE MY CLIENT AT THIS POINT IN TIME.

2 THE COURT: GREAT. THANK YOU. THE HEARING AT THIS
3 POINT IS CONCLUDED.

4 MR. FLORES, YOU HAVE YOUR 60 DAYS TO AMEND ANOTHER
5 COMPLAINT AND WHATEVER OTHER MOTIONS YOU'RE ANTICIPATING. THE
6 COURT WILL CONSIDER THOSE ONES THAT ARE BEFORE THE COURT. TAKE
7 CARE --

8 MR. EMDEE: YOUR HONOR, QUICK -- QUICK QUESTION, YOUR
9 HONOR. ABOUT THAT -- THE RULING -- DISMISSAL WITH PREJUDICE.
10 WILL THE PARTIES BE OFFICIALLY TERMINATED AT THIS POINT?
11 BECAUSE I JUST WANT TO MAKE SURE BECAUSE, TYPICALLY, WHEN A
12 MOTION TO DISMISS IS GRANTED IN A FEDERAL COURT, THE TIMELINE
13 TO APPEAL AND EVERYTHING DOESN'T BEGIN TO RUN UNTIL ALL THE
14 PARTIES HAVE BEEN DISMISSED, SO I'M ASSUMING THAT MEANS WE'LL
15 BE DISMISSED AT THE 60-DAY MARK.

16 THE COURT: SO WE'LL GO AHEAD AND FOLLOW UP WITH THE
17 SHORT WRITTEN RULING AS STATED ON THE RECORD THAT YOUR CLIENTS
18 ARE DISMISSED WITH PREJUDICE.

19 THE -- YES, THERE IS THAT SITUATION WITH APPELLATE
20 PROCESS, BUT WE WILL ENTER JUDGMENT WITH REGARD TO YOUR
21 CLIENTS.

22 MR. EMDEE: OKAY. ALL RIGHT. THANK YOU, YOUR HONOR,
23 SO WE -- OKAY. SO YOUR UNDERSTANDING IS THAT OUR TIMELINE TO
24 APPEAL THIS RULING DOES NOT BEGIN UNTIL ALL THE DEFENDANTS ARE
25 OUT OF THIS MATTER?

1 THE COURT: SO, MR. EMDEE, I CAN'T GIVE LEGAL
2 ADVICE --

3 MR. EMDEE: NO. I UNDERSTAND. I UNDERSTAND, YOUR
4 HONOR.

5 THE COURT: OKAY. THANK YOU.

6 MR. EMDEE: ALL RIGHT.

7 MR. FLORES: THANK YOU, YOUR HONOR.

8 THE CLERK: AND, YOUR HONOR, THAT CONCLUDES THE
9 COURT'S CALENDAR. AND WE'RE IN RECESS.

10 (THE PROCEEDINGS WERE ADJOURNED AT 10:41 A.M.)

11 -000-

12 **C E R T I F I C A T E**

13 I, ABIGAIL R. TORRES, CERTIFY THAT I AM A DULY
14 QUALIFIED AND ACTING OFFICIAL COURT REPORTER FOR THE UNITED
15 STATES DISTRICT COURT; THAT THE FOREGOING IS A TRUE AND
16 ACCURATE TRANSCRIPT OF THE PROCEEDINGS AS TAKEN BY ME IN THE
17 ABOVE-ENTITLED MATTER ON MARCH 23, 2022, AND THAT THE FORMAT
18 USED COMPLIES WITH THE RULES AND REQUIREMENTS OF THE UNITED
19 STATES JUDICIAL CONFERENCE.

20 DATED: JUNE 21, 2022, SAN DIEGO

21 S/ABIGAIL R. TORRES

22 _____
23 ABIGAIL R. TORRES
24 U.S. OFFICIAL COURT REPORTER
25

EXHIBIT-C

Cotton Cases 1 -7 and Razuki Cases 1 - 5: Summary of Actions, Judges, Parties and Counsel**Cotton Case 1****Cotton v. Geraci, et al. – Case No. 37-2017-00010073-CU-BC-CTL** (Total Docket Entries as of 07/29/20: 727)

Judge	Plaintiff	Plaintiff's Counsel	Defendants/Cross Defendants	Defense Counsel
Wohlfeil	Darryl Cotton	Pro Per	Lawrence aka "Larry" Larry Geraci	Gina M. Austin, Arden Anderson – Austin Legal Group
		David Demian – Finch Thornton & Baird	Rebecca Berry (Cross Defendant)	Julia Dalzell – Pettit, Kohn, Ingrassia & Lutz PC
		Adam Witt – Finch Thornton & Baird		Michael Weinstein – Ferris & Britton
		Jason Thornton – Finch Thornton & Baird		Elyssa Kulas - Ferris & Britton
		Rishi Bhatt – Finch Thornton & Baird		Scott Toothacre - Ferris & Britton
		Evan Schube – Tiffany & Bosco		Megan Lees
		Jacob Austin – Law Offices		
		Andrew Flores – Law Offices		
		JoEllen Baskett – Law Offices		

Cotton Case 2**Cotton v. City of San Diego, et al. – Case No. 37-2017-00037675-CU-WM-CTL** (Total Docket Entries as of 11/06/18: 109)

Judge	Plaintiff	Plaintiff's Counsel	Defendants/Cross-Defendants	Defense Counsel
Sturgeon	Darryl Cotton	David Demian – Finch Thornton & Baird	City of San Diego	San Diego Office of the City Attorney - Mara Elliott, George Schaefer, M. Travis Phelps, Jana Will
		Rishi Bhatt – Finch Thornton & Baird	Rebecca Berry - Real Party in Interest	Michael Weinstein – Ferris & Britton
		Adam Witt – Finch Thornton & Baird	Larry Geraci – Real Party in Interest	Michael Weinstein - Ferris & Britton
		Jason Thornton – Finch Thornton & Baird		

Cotton 3**Cotton v. Geraci, et al. – Case No. 18CV0325-GPC-MDD** (Total Docket Entries as of 05/20/22 : 116)

Judge	Plaintiff	Plaintiff's Counsel	Defendants/Cross-Defendants	Defense Counsel
Curiel	Darryl Cotton	Pro Per	Lawrence aka "Larry" Larry Geraci	James Crosby – Law Offices
Bashant		Law Office of Jacob Austin	Rebecca Berry	James Crosby – Law Offices
Robinson			Gina Austin	Douglas Pettit; Julia Dalzell; Michelle Bains – Pettit, Kohn, Ingrassia, Lutz & Dolin
Ohta			Austin Legal Group	Douglas Pettit; Julia Dalzell; Michelle Bains – Pettit, Kohn, Ingrassia, Lutz & Dolin
			Michael Weinstein	James Kjar, Jon Schwalbach, Gregory Emdee – Kjar, McKenna & Stockalper
			Scott Toothacre	James Kjar, Jon Schwalbach, Gregory Emdee – Kjar, McKenna & Stockalper
			Ferris & Britton, APC	James Kjar, Jon Schwalbach, Gregory Emdee– Kjar, McKenna & Stockalper
			City of San Diego	M. Travis Phelps – Deputy City Attorney
			David Demian	Corinne Bertsche – Lewis & Brisbois
			Cynthia Bashant	Carmela Duke – San Diego Superior Court
			Joel Wohlfeil	Carmela Duke – San Diego Superior Court
			Jessica McElfresh	Laura Stewart – Walsh McKean Furcolo LLP
			US DOJ/Office of US Atty - Interested Party	Katherine Parker – DOJ-OUA

Cotton 4

Cotton and Hurtado v. Geraci, et al – Case No. 18CV027510GPC-MDD (Total Docket Entries as of 05/14/19: 33)

Judge	Plaintiffs	Plaintiffs' Counsel	Defendants/Cross-Defendants	Defense Counsel
Curiel	Darryl Cotton	Law Office of Jacob Austin	Lawrence aka "Larry" Larry Geraci	Law Office of James Crosby
	Joe Hurtado	Law Office of Jacob Austin	Rebecca Berry	Law Office of James Crosby
			Austin Legal Group	Douglas Pettit: Julia Dalzell – Pettit, Kohn Ingrassia, Lutz & Dolin
			Ferris & Britton APC	Eric R. Deitz, Tatiana Dupuy – Gordon & Reese
			Michael Weinstein	Tatiana Dupuy – Gordon & Rees
			Scott Toothacre	Tatiana Dupuy – Gordon & Rees
			Finch Thornton & Baird	Kenneth Feldman, Tim J. Vanden Heuvel – Lewis & Brisbois
			David Demian	Kenneth Feldman, Tim J. Vanden Heuvel – Lewis & Brisbois
			Adam Witt	Kenneth Feldman, Tim J. Vanden Heuvel – Lewis & Brisbois

Cotton 5

Flores, et al. v. Geraci, et al. – Case No. 20CV0656-JLS-LL (Total Docket Entries as of 06/21/22: 42)

Judge	Plaintiffs	Plaintiffs' Counsel	Defendants/Cross-Defendants	Defense Counsel
Sammartino	Andrew Flores	Pro Per	Gina M. Austin	
Bashant	Amy Sherlock	Law Office of Andrew Flores	Austin Legal Group	
Sabraw	T.S. (Minor)	Law Office of Andrew Flores	Joel R. Wohlfeil	Carmela Duke – Superior Court of California
Robinson	S.S. (Minor)	Law Office of Andrew Flores	Lawrence (aka Larry) Geraci	
Ohta			Tax & Liability Financial Center, Inc.	
			Rebecca Berry	
			Jessica McElfresh	
			Salam Razuki	
			Ninus Malan	
			Michael Robert Weinstein	Gregory B. Emdee, Jon R. Schwalbach – Kjar, McKenna & Stackalper
			Scott Toothacre	Gregory B. Emdee, Jon R. Schwalbach – Kjar, McKenna & Stackalper
			Elyssa Kulas	Gregory B. Emdee, Jon R. Schwalbach – Kjar, McKenna & Stackalper
			Rachel M. Prendergast	
			Ferris & Britton APC	Gregory B. Emdee, Jon R. Schwalbach – Kjar, McKenna & Stackalper
			David S. Demian	
			Adam C. Witt	
			Rishi S. Bhatt	
			Finch Thornton & Baird LLP	
			James D. Crosby	
			Abhay Schweitzer	
			James (aka Jim) Bartell	
			Bartell & Associates	
			Matthew William Shapiro	
			Matthew W. Shapiro APC	
			Natalie Trang-My Nguyen	
			Aaron Magagna	
			A-M Industries	

Cotton 5 - CONTINUED

Judge	Plaintiffs	Plaintiff's Counsel	Defendants–Cross-Defendants	Defendants'-Cross-Defendants' Counsel
			Bradford Harcourt	
			Alan Claybon	
			Shawn Miller	
			Logan Stellmacher	
			Eulenthias Duane Alexander	
			Bianca Martinez	
			City of San Diego	
			2018FMO, LLC	
			Firouzeh Tirandazi	
			Stephen G. Cline	

Cotton 6[*Cotton v. Geraci, et al.* – Case No. 37-2022-0000023-CU-MC-CTL](#) (Total Docket Entries as of 07/29/22: 80)

Judge	Plaintiff	Plaintiff Counsel	Defendant – Cross Defendant	Defendant Counsel
Mangione	Darryl Cotton	Pro Per	Lawrence AKA “Larry” Larry Geraci	Law Office of James Crosby
				Michael Weinstein – Ferris & Britton

Cotton 7[*Sherlock, et al. v. Geraci, et al* – Case No. 37-2021-00050889-CU-AT-CTL](#) (Total Docket Entries as of 08/18/22: 97)

Judge	Plaintiff	Plaintiff Counsel	Defendant – Cross Defendant	Defendant Counsel
Mangione	Andrew Flores	Pro Per	Lawrence aka “Larry” Larry Geraci	Law Office of James Crosby
	Amy Sherlock	Law Office of Andrew Flores	Rebecca Berry	Michael Weinstein – Ferris & Britton
	T.S. (a Minor)	Law Office of Andrew Flores	Stephen Lake	Steven Wilson Blake – Blake Law Firm
	S.S. (a Minor)	Law Office of Andrew Flores	Jessica McElfresh	Laura E. Stewart – Walsh McKean Furcolo LLP
	Christopher Williams	Law Office of Andrew Flores	Finch Thornton & Baird LLP	
			Salam Razuki	
			Abhay Schweitzer	
			Ninus Malan	
			James Bartell	
			Bartell & Kwiatkowski (formerly Bartell & Associates)	
			Natalie Trang-My Nguyen	
			Bradford Harcourt	
			Logan Miller	
			Eulenthias Duane Alexander	
			Gina Austin	Douglas A. Pettit, Matthew C. Smith, Kayla R. Sealey – Pettit, Kohn, Ingrassia, Lutz & Dolin
			Austin Legal Group APC	Douglas A. Pettit, Matthew C. Smith, Kayla R. Sealey – Pettit, Kohn, Ingrassia, Lutz & Dolin
			Aaron Magagna	
			Allied Spectrum Inc	
			Prodigious Collectives LLC	

Razuki 1**[SDPCC & Harcourt v. Razuki, et al. – Case No. 37-2017-00020661-CU-CO-CTL](#) (Total Docket Entries as of 08/08/22: 512)**

Judge	Plaintiffs	Plaintiffs' Counsel	Defendants/Cross Defendants	Defense Counsel
Sturgeon	San Diego Patients Cooperative Corp. Inc	Alan Claybon, Mark Collier - Messner Reeves LLP	Razuki Investments LLC	David K. Demergian – Fitzmaurice, Demergian & Gagnon
	Amy Sherlock (Appellant)	Andrew Flores – Law Offices	Salam Razuki	Steven A. Elia – Elia Law Firm, Douglas Jaffe – Douglas Jaffe Law Offices
	Bradford Harcourt	Alan Claybon, Mark Collier – Messner Reeves LLP	Keith Henderson	Douglas Jaffe – Douglas Jaffe Law Offices
			American Lending and Holdings LLC	David K. Demergian – Fitzmaurice, Demergian & Gagnon
			Balboa Ave. Cooperative	
			California Cannabis Group	Gina M. Austin; Ethan T. Boyer; Tamara M. Leetham – Austin Legal Group APC, Olga Y. Bryan – Ames Karanjia LLP
			Ninus Malan	David K. Demergian – Fitzmaurice, Demergian & Gagnon
			San Diego United Holdings Group LLC	David K. Demergian – Fitzmaurice, Demergian & Gagnon

Razuki 2**[Salam Razuki v. Ninus Malan, et al. – Case No. 37-2018-00034229-CU-BC-CTL](#) (Total Docket Entries as of 08/16/22: 2,258)**

Judge	Plaintiff	Plaintiff's Counsel	Defendants/Cross Defendants	Defense Counsel
Sturgeon	Salam Razuki	Law Office of John W. Zryd	Ninus Malan	David K. Demergian - Fitzmaurice & Demergian; James R. Lance, Genevieve M. Ruch – Noonan Lance Boyer & Banach LLP
			SH Westpoint Investments Group LLC	Steven A. Elia; Garret F. Groom; James Joseph – Elia Law Firm; Maura Griffin - Aljabi Law Firm
			Super 5 Consulting Group LLC	Douglas Jaffe – Law Office of Douglas Jaffe
			Sunrise Property Investments LLC	Douglas Jaffe – Law Office of Douglas Jaffe
			Stonecrest Plaza LLC	James Joseph – Elia Law Firm APC
			SoCal Building Ventures LLC	Paul A. Beck - Law Offices of Paul A. Beck APC
			Amy Sherlock (Appellant, Intervenor)	Andrew Flores – Law Offices
			SD United Holding Group LLC	Gina M. Austin-Austin Legal Group; Steven W. Galuppo; Daniel Watts- G10 Law; Louis A. Lance - Noonan Lance Boyer & Banach LLP
			SD Private Investments LLC	James Joseph – Elia Law Firm APC
			SD Building Ventures LLC	Paul A. Beck - Law Offices of Paul A. Beck APC
			SH Westpoint Group LLC	James Joseph – Elia Law Firm APC
			Roselle Properties LLC	Charles F. Gorla - Gorla & Weber
			Heidi Rising	
			Sarah Razuki	Steven A. Elia - Elia Law Firm APC; Douglas Jaffe – Law Office of Douglas Jaffe
			Matthew Razuki	Steven A. Elia - Elia Law Firm APC; Douglas Jaffe – Law Office of Douglas Jaffe
			Marvin Razuki	Steven A. Elia - Elia Law Firm APC; Douglas Jaffe – Law Office of Douglas Jaffe
			Razuki Investments LLC	James Joseph – Elia Law Firm APC
			RM Property Holders LLC	Douglas Jaffe – Law Office of Douglas Jaffe
			Monarch Management Consulting Inc	Gina M. Austin – Austin Legal Group; Steven W. Blake – Blake Law Firm; James R. Lance; Genevieve M. Ruch – Noonan Lance Boyer & Banach LLP
			Mira Este Properties LLC	Charles F. Gorla - Gorla & Weber
			Melrose Place Inc	James Joseph – Elia Law Firm APC
			Lemon Grove Plaza LP	James Joseph – Elia Law Firm APC

Razuki 2 (CONTINUED)

Judge	Plaintiff	Counsel	Defendants/Cross-Defendants	Defense Counsel
			Adam Knopf	
			Chris Hakim	Charles F. Gorla - Gorla & Weber; Gregory D. Hagen - Greg Hagen Law
			Goldn Bloom Ventures Inc	Douglas Jaffe – Law Office of Douglas Jaffe
			G10 Galuppo Law (Interventor)	Daniel Watts – G10 Law
			Matthew Freeman	
			Flip Management LLC	James R. Lance; Genevieve M. Ruch - Noonan, Lance, Boyer & Banach LLP
			Far West Management LLC	
			Michael Essary (Appeal Respondent)	Richardson Craig Griswold - Griswold Law APC
			El Cajon Investments Group	James Joseph - Jurewitz Law Group
			Devilish Delights Inc	Gina M. Austin – Austin Legal Group; Steven W. Blake – Blake Law Firm ; James R. Lance, Genevieve M. Ruch – Noonan Lance Boyer & Banach LLP
			California Cannabis Group	Gina M. Austin – Austin Legal Group; Steven W. Blake – Blake Law Firm ; James R. Lance, Genevieve M. Ruch – Noonan Lance Boyer & Banach LLP
			Balboa Ave Cooperative	Gina M. Austin – Austin Legal Group; Steven W. Blake – Blake Law Firm ; James R. Lance, Genevieve M. Ruch – Noonan Lance Boyer & Banach LLP
			Alexis Bridgewater	
			American Lending & Holdings LLC	David K. Demergian – Fitzmaurice & Demergian; James R. Lance; Genevieve M. Ruch – Noonan Lance Boyer & Banach LLP
			Alternative Health Cooperative Inc	Law Office of Douglas Jaffe

Razuki 3

[United States v. Salam Razuki, et al. – Case No. 18-mj-05915](#) (Terminated) – Reopened under 18-cr-05260 (Total Docket Entries as of 06/30/22: 77)

Judge	Plaintiff	Plaintiff Counsel	Defendant – Cross Defendant	Defense Counsel
Gallo	United States of America	Derek Timothy Ko - USDOJ	Salam Razuki	Dana M. Grimes, Thomas J. Warwick Jr., Jay Temple – Grimes & Warwick; Antonia F. Yoon - Kegel, Tobin & Truce
Bencivengo		Fred A. Shepard - USDOJ	Sylvia Gonzales	Brian P. Funk – Law Office of Brian P. Funk
		Shital Thakkar - USDOJ	Elizabeth Juarez	Allen Robert Bloom – Law Office of Allen Bloom

Razuki 4

[Ninus Malan v. Salam Rakuki, et al. – Case No 27-2019-00041260](#) (Total Docket Entries as of 08/05/22: 77)

Judge	Plaintiff	Plaintiff's Counsel	Defendants/Cross Defendants	Defense Counsel
Frazier	Ninus Malan	John Gomez: Jessica Sizemore – Gomez Law	Salam Razuki	
			Marvin Razuki	
			Sarah Razuki	
			Matthew Razuki	
			Razuki Investments	
			SH Westpoint Group LLC	
			San Diego Private Investments LLC	
			Sunrise Property Investments LLC	Douglas Jaffe – Law Office of Douglas Jaffe
			Super 5 Consulting Group LLC	Douglas Jaffe – Law Office of Douglas Jaffe

Razuki 4 (Continued)

Judge	Plaintiff	Plaintiff Counsel	Defendants/Cross Defendants	Defense Counsel
			3407 E Street LLC	Douglas Jaffe - Law Office of Douglas Jaffe
			Alternative Health Sunrise Inc	Douglas Jaffe - Law Office of Douglas Jaffe
			El Cajon Investments Group LLC	
			Goldn Bloom Ventures Inc	Douglas Jaffe - Law Office of Douglas Jaffe Law
			Sylvia Gonzales	
			Elizabeth Juarex	Michael Egenthal
			Lemon Grove Plaza LP	
			Melrose Place Inc	
			RM Property Holdings LLC	Douglas Jaffe - Law Office of Douglas Jaffe

EXHIBIT-D

STATISTICAL SUMMARY OF COTTON RELATED CASES

A total of 11 related actions were filed in San Diego – 7 were filed in the San Diego County Superior Court, and 4 were filed in the United States District Court for the Southern District of California.

SAN DIEGO COUNTY SUPERIOR COURT

State Related Cases

A total of 7 related cases were filed in this court, and an appeal was taken from one of these cases. The Register of Actions entries for these 7 cases total 3,860.

Judges

Four different judges presided over the 7 related cases:

- The Hon. Eddie Sturgeon (3 cases)
- The Hon. Joel R. Wohlfeil (1 case)
- The Hon. Ronald F. Frazier (1 case)
- The Hon. James A. Mangione (2 cases)

Parties

A total of 69 parties were named in these related cases – 10 Plaintiffs and 59 Defendants/Cross-Defendants

- Plaintiffs – Out of the 10 Plaintiffs, 1 was a Plaintiff in 3 cases, 1 was a Plaintiff in 2 cases, and the remaining 8 each were Plaintiffs in 1 case.
- Defendants/Cross-Defendants – Out of the 59 Defendants/Cross-Defendants, 4 were Defendants/Cross-Defendants in 3 cases, 16 were Defendants/Cross-Defendants in 2 cases, and the remaining 39 each were Defendants/Cross-Defendants in 1 case.

Additional Parties

There were 5 additional parties which include:

- 2 Real Parties in Interest
- 1 Intervenor
- 1 Appellant Intervenor
- 1 Appellate Respondent

Counsel for the Parties

- Plaintiffs' Counsel – Out of the 10 Plaintiffs, 1 Plaintiff was self-represented in 4 cases, and 11 were represented by attorneys from 8 firms, with 1 firm representing 3 Plaintiffs and 3 firms each representing 2 Plaintiffs.
- Defendants'/Cross-Defendants' Counsel – The 59 Defendants/Cross-Defendants were represented by 24 attorneys from 16 firms, 1 firm representing 9 Defendants/Cross-Defendants, 1 firm representing 6 Defendants/Cross-Defendants, 2 firms representing 5 Defendants/Cross-Defendants, 1 firm representing 4 Defendants/Cross-Defendants, and 3 firms representing 3 Defendants/Cross-Defendants.
- Counsel for 2 Real Parties in Interest – 1 firm/attorney
- Counsel for Intervenor – 1 firm/attorney
- Appellant Intervenor – 1 firm/attorney
- Appellate Respondent – 1 firm/attorney

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA

Federal Related Cases

A total of 4 related cases were filed in this court. The Docket entries for these 7 cases total 268.

District and Magistrate Judges

Eight different judges presided over the 4 related cases:

- The Hon. Gonzalo P. Curiel (2 cases)
- The Hon. Cynthia A. Bashant (2 cases)
- The Hon. Todd W. Robinson (2 cases)
- The Hon. Jinsook Ohta (2 cases)
- The Hon. Janis L. Sammartino
- The Hon. Jinsook Ohta
- The Hon. Cathy Ann Bencivengo
- The Hon. William V. Gallo

Parties

A total of 45 parties were named in these cases – 7 Plaintiffs and 38 Defendants/Cross-Defendants.

- Plaintiffs – Out of the 7 named Plaintiffs, 1 Plaintiff was self-represented in 2 cases, and one was a Plaintiff in 2 cases, and the remaining 5 each were Plaintiffs in 1 case.
- Defendants/Cross-Defendants – Out of the 38 named Defendants/Cross-Defendants in these cases, 2 were Defendants/Cross-Defendants in 5 cases, 1 was a Defendant/Cross-Defendant in 4 cases, 5 were Defendants/Cross-Defendants in 3 cases, 2 were Defendants/Cross-Defendants in 2 cases, and the remaining 28 each were Defendants/Cross-Defendants in 1 case.

Additional Parties

There was 1 Real Party in Interest in 1 case.

Counsel for the Parties

- Plaintiffs' Counsel – Out of the 7 Plaintiffs, 2 Plaintiffs each were self-represented in 2 cases, 3 Plaintiffs were represented by the same firm, and the remaining 2 Plaintiffs also were represented by the same firm.
- Defendants'/Cross-Defendants' Counsel – The 38 Defendants/Cross-Defendants were represented by 20 attorneys from 12 firms, 2 firms each representing 4 Defendants/Cross-Defendants, and 3 each firms representing 3 Defendants/Cross-Defendants.
- Counsel for Real Party in Interest – 1 attorney from DOJ/Office of the US Attorney.

EXHIBIT-E

From: Leo Caseria <LCaseria@sheppardmullin.com>
Sent: Friday, April 29, 2022 7:15 AM
To:
Cc: Thomas Tyson
Subject: RE: Antitrust and Cannabis

Thanks for reaching out. Unfortunately, we are not in a position to take this matter on right now.

Also, to be clear, while we do practice antitrust law and have a great deal of expertise in antitrust litigation matters and disputes, we did not represent any of the parties in the Richmond matter. It was a matter we followed closely and then analyzed in our article. You may want to reach out to one of the attorneys from that case.

We also do not take on matters adverse or potentially or potentially adverse to other law firms or their attorneys.

Thanks again for reaching out and we hope to work with you on something else in the future.

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+1 213-617-4206 | Direct (Los Angeles)
+1 310-405-1787 | Mobile
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From:
Sent: Thursday, April 28, 2022 8:27 PM
To: Leo Caseria <LCaseria@sheppardmullin.com>
Cc: Thomas Tyson <ttyson@sheppardmullin.com>
Subject: RE: Antitrust and Cannabis

Hello Mr. Caseria,

My name is _____ and I am writing in regards to your potential representation of _____ (cc'ed herein), myself and possibly Darryl Cotton. Mr. Cotton forwarded me your email below and we know you prevailed in the *Richmond* matter.

Simply stated, we believe there is an attorney-client conspiracy seeking to create a monopoly in the cannabis market in the City of San Diego.

Summarized, on March 21, 2017, Mr. Martin (a land developer in Hawaii) and _____ entered into a joint venture with Mr. Cotton for the purchase of his property subject to the approval of a dispensary at his property. The next day, Lawrence Geraci filed a lawsuit against Mr. Cotton alleging that Mr. Cotton had breached an agreement with him in order to sell the property to Mr. Martin. Thereafter, Mr. Cotton sought to defend himself primarily pro se in that litigation (he was also represented at different points in time by six attorneys from four different law firms). Mr. Cotton filed a series of other lawsuits and government complaints against numerous other parties related to the lawsuit against him by Mr. Geraci.

Mr. Geraci prevailed at trial in his litigation against Mr. Cotton. _____ counsel to represent Mr. Cotton in a motion for new trial and they argued that the alleged agreement was unlawful because Mr. Geraci's ownership of a cannabis business was barred by law because he had been sanctioned for operating illegal marijuana dispensaries. The judge found that the defense of illegality had been waived.

)

On January 3, 2022, Mr. Cotton filed a complaint in equity and a motion to vacate the judgment against him on the grounds that it is void for enforcing an illegal contract that was entered on the premise the defense of illegality can be waived.

On February 28, the trial court denied Mr. Cotton's motion but the reasoning provided makes no sense. The trial court's order makes it appear that Mr. Cotton never presented the evidence or argued the issue of illegality. I admit that at this point I believe that the judge is biased and seeking to prevent exposure of the entry of a judgment entered by his colleague that enforces an illegal contract on the premise that the defense of illegality had been waived and he did so because Mr. Cotton is indigent and representing himself pro se.

On April 25, Mr. Cotton filed a petition for a writ seeking to compel the trial court to set aside the judgment. In the petition, Mr. Cotton argues that Mr. Geraci and his alleged conspirators actions constitute violations of the Cartwright Act and the UCL. The link to the petition and the supporting Exhibits and Request for Judicial Notice are below. Mr. Cotton posted them to his website where he keeps track of his litigation and related litigation matters as part of his blog called "Canna-Greed."

_____ would like to engage your services as follows:

First, to review Mr. Cotton's petition and provide an opinion as to the merits of the petition seeking to have the judgment set aside on the grounds that the judgment enforces an illegal contract. Potentially have your represent Mr. Cotton in his appeal (I assume based on my limited experience that the petition will be denied for being outside the scope of the order seeking relief from, particularly in light of the procedural history of Mr. Cotton's litigation matters).

Second, assuming that you conclude the judgment is void, your opinion as to what causes of action _____ have against what parties, potential damages, and estimated fees for your representation. There is a great deal of additional information that we would need to provide for this, but want to clear conflicts and get past step one first.

Third, assuming _____ and are comfortable with the risk of litigation based on your opinion, to immediately file suit. Our understanding is that the UCL and the Cartwright Act provide for immediate injunctive relief to restrain ongoing violations of those acts. And, while it would not be admissible, I was informed yesterday that Mr. Cotton's petition has actually "scared" some of the cannabis attorneys in San Diego and they are taking steps to transfer ownership of cannabis businesses that were, as alleged in the petition, acquired unlawfully for their clients. The cannabis industry in San Diego is small with a limited number of owners and attorneys representing them.

When I reviewed the petition I noticed that Mr. Cotton only set forth Mr. Geraci as a financially interested party. I explained to him that I was not giving him legal advice but the concept of conflict of interests for the Justices. Attached is a word document he prepared with approximately fifty names of parties he has sued, intends to sue, or he believes are liable for the damages he has suffered. I am assuming that this list will serve for clearing conflicts.

Lastly, we would appreciate if you could provide an estimate as to how long it will take to clear conflicts as soon as possible (given the potential need to file an appeal for Mr. Cotton in less than sixty days).

Below are the links to the petition and supporting exhibits:

- 1) <https://151farmers.org/wp-content/uploads/2018/04/8.1.COTTON-WRIT-PWOM.pdf>
- 2) <https://151farmers.org/wp-content/uploads/2018/04/8.2.Ex-1-6.pdf>
- 3) <https://151farmers.org/wp-content/uploads/2018/04/8.3.RJNs-Ex-1-11.pdf>

We look forward to hearing from you.

Sincerely,

From: Darryl Cotton <indagrodarryl@gmail.com>

Sent: Tuesday, November 9, 2021 9:25 AM

To:

Subject: Fwd: Antitrust and Cannabis

----- Forwarded message -----

From: Leo Caseria <LCaseria@sheppardmullin.com>

Date: Tue, Nov 9, 2021 at 7:24 AM

Subject: Antitrust and Cannabis

To: indagrodarryl@gmail.com <indagrodarryl@gmail.com>

Cc: Thomas Tyson <ttyson@sheppardmullin.com>

Hi Darryl,

Just wanted to circle back on your email below. How is your case going?

It's important to have an antitrust compliance program for your cannabis business. Please consider Sheppard Mullin, which has one of the top antitrust groups and also one of the top cannabis groups. Our team's capabilities and experience are set forth in the attached one-pager. Sheppard Mullin's cannabis team has been recognized by Law360, and its antitrust group has been recognized by Legal 500 and US News.

Last month, the Daily Journal published an article (attached) regarding lessons that can be learned from the first cannabis antitrust jury verdict, an article I co-authored with my colleague Thomas Tyson. We can help provide simple and effective training for employees and management on antitrust do's and don'ts.

We can also provide antitrust advice specific to M&A issues. As we explained in a piece published last year (see [High Risk of Second Requests in the Cannabis Industry - Antitrust Law Blog](#)), there may be unique antitrust obstacles to overcome on a proposed cannabis M&A transaction. With the Biden administration's new and more aggressive antitrust enforcers, cannabis businesses should have a plan to address antitrust questions that may arise in M&A deals.

Thanks, let us know if you have any questions.

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From: Leo Caseria

Sent: Friday, October 8, 2021 8:19 PM

To: 'indagrodarryl@gmail.com' <indagrodarryl@gmail.com>

Cc: Thomas Tyson <ttyson@sheppardmullin.com>

Subject: FW: You have a message from someone via JD Supra...

Hi Darryl,

Thanks for reaching out. We don't have a zip file on the case, but here are some of the documents we do have.

What is your case about? What's the case name and number?

Let us know if you might need some help. Sheppard Mullin is one of the top antitrust firms in CA and also one of the top cannabis firms in CA.

Leo

Leo D. Caseria | Partner
+1 202-747-1925 | Direct (Washington, DC)

+1 213-617-4206 | Direct (Los Angeles)

+1 310-405-1787 | Mobile
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From: JD Supra Client Services <services@jdsupra.com>

Sent: Friday, October 8, 2021 7:27 PM

To: Vickie Spang <VSpang@sheppardmullin.com>

Cc: Leo Caseria <LCaseria@sheppardmullin.com>; Thomas Tyson <ttyson@sheppardmullin.com>

Subject: You have a message from someone via JD Supra...

You have a message from Darryl Cotton who found you on JD Supra

I'm finishing up a similar case here in San Diego. I tried to find it on the court dockets but it does not look like it can be found there. Do you have a zip file on the case perchance?

Source: [California Jury Awards Millions to Cannabis Company in Antitrust Case](#)

From: Darryl Cotton, indagrodarryl@gmail.com

[Reply to this message now »](#)

Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

EXHIBIT-F

Certified Copy

REPORTER'S TRANSCRIPT
IN RE THE MATTER OF
FLORES et. al. versus AUSTIN et. al.
AUDIO-RECORDED PROCEEDING
INTERVIEW OF PHIL ZAMORA BY CARA ANDERSON

TRANSCRIBED ON: JULY 26, 2022
TRANSCRIBED BY: JENNIFER G. TORRES, CSR NO. 13022

1 (Begin transcription of audio-recorded
2 proceeding, file name:
3 Candid-Chronicle-Cara-Anderson-Interview.)
4

5 (Continuous inaudible background conversation.)
6

7 MR. ZAMORA: It's all in the record after that.

8 MS. ANDERSON: Okay.

9 MR. ZAMORA: Again, where do you want to start is
10 the real question?

11 MS. ANDERSON: By the way so recording this but
12 if you say off the record --

13 MR. ZAMORA: Okay.

14 MS. ANDERSON: -- whatever and then you can go
15 back on the record.

16 MR. ZAMORA: All right. No --

17 MS. ANDERSON: And then we're good --

18 MR. ZAMORA: -- that's fine.

19 MS. ANDERSON: Okay.

20 MR. ZAMORA: If you can edit it, that's -- that's
21 cool, too, but I'm -- I will pretty much keep it --

22 MS. ANDERSON: This is just for me --

23 MR. ZAMORA: Between me -- yeah.

24 MS. ANDERSON: -- to go back and listen to it.

25 MR. ZAMORA: Okay.

1 MS. ANDERSON: Yeah.

2 MR. ZAMORA: Literally, this all started about
3 2016.

4 MS. ANDERSON: Okay.

5 MR. ZAMORA: Give or take. You know what I mean?
6 It could have been 2015. But there's not much underlying,
7 fucking, you know, parameters that gave us this shit where
8 we're at right now.

9 And what's going on right now in the industry was
10 a cluster fuck. It's obviously, like, unprofessional
11 people that are fucking trying to capitalize and make
12 something happen that shouldn't have happened --

13 MS. ANDERSON: Are we safe back here?

14 MR. ZAMORA: -- period.

15 What's that?

16 MS. ANDERSON: Are we safe back here?

17 MR. ZAMORA: Yeah, absolutely. Yeah.

18 MS. ANDERSON: Okay. All right.

19 MR. ZAMORA: What do you want to know? Let's
20 start there. 'Cause I can tell you -- I could start -- I
21 could start from my end. But what the fuck do you want to
22 know --

23 MS. ANDERSON: Okay.

24 MR. ZAMORA: -- is the real question?

25 MS. ANDERSON: What do I want to know.

1 MR. ZAMORA: We -- you can start with your
2 questions. Write them down if you have to. I'll give
3 you --

4 MS. ANDERSON: Oh, I've got them.

5 MR. ZAMORA: -- everything you need to know.

6 MS. ANDERSON: So you told me a bit about how you
7 met them. I'll just give you a couple of things --

8 MR. ZAMORA: You want me to start with how I met
9 them?

10 MS. ANDERSON: I'll give you a couple of things I
11 want to know.

12 MR. ZAMORA: Yeah.

13 MS. ANDERSON: I want to know how you met them.

14 MR. ZAMORA: Okay.

15 MS. ANDERSON: Your involvement with them.

16 MR. ZAMORA: Okay.

17 MS. ANDERSON: What unfolded with Biker.

18 MR. ZAMORA: Okay.

19 MS. ANDERSON: Why his wife never talked.

20 MR. ZAMORA: Biker -- Biker and all that shit,
21 I'm not going to go on the record and say what was what.

22 MS. ANDERSON: Okay.

23 MR. ZAMORA: Because that's not -- that's not
24 touchable --

25 MS. ANDERSON: Yeah.

1 MR. ZAMORA: -- in terms of me.

2 There are other people, I could put you in
3 contact with, that can actually tell you.

4 But what I will tell you is that that
5 motherfucker had the insight and had everything that he
6 had dialed out for a reason the way he had it. And his
7 death was very suspicious because of the way things went
8 down. There -- there is no reason that someone that was
9 in his position, regardless of the CT brain injury or
10 depression or anything like that -- we all have that shit.

11 MS. ANDERSON: Uh-huh.

12 MR. ZAMORA: We all -- we all are suspect to
13 that.

14 MS. ANDERSON: Yeah.

15 MR. ZAMORA: But this motherfucker was literally
16 top -- top dog. So Adam of PLPCC, fucking Balboa Avenue
17 Cooperative and there were several other fucking
18 dispensaries that his name was on, they weren't able to
19 move forward until he was gone.

20 MS. ANDERSON: Okay.

21 MR. ZAMORA: So once he was gone, that -- mean,
22 obviously, it's gonna be up for the taking, right?

23 MS. ANDERSON: Right.

24 MR. ZAMORA: And what do you think happened?
25 Obviously. So if you -- if you can trace it back far

1 enough, you can actually understand where the fuck these
2 people were.

3 And his closest friends will even say, That
4 motherfucker would never, in his life, would have
5 committed suicide.

6 And even the police report and everything that
7 had to do with his death, it did not equate to what the
8 fuck happened, like --

9 MS. ANDERSON: Did you read that ESPN article?

10 MR. ZAMORA: No, I didn't.

11 MS. ANDERSON: All right. So they referenced an
12 interview that he did in the past for like his X Games
13 shit --

14 MR. ZAMORA: Yeah.

15 MS. ANDERSON: -- and in that he talks about how
16 much he loves life.

17 MR. ZAMORA: Yeah.

18 MS. ANDERSON: And as soon as I --

19 MR. ZAMORA: Yeah.

20 MS. ANDERSON: -- read that quote I was like --

21 MR. ZAMORA: Yeah, the motherfucker would
22 definitely do it.

23 MS. ANDERSON: Yeah.

24 MR. ZAMORA: And -- and that's the thing. Like,
25 all his best friends even told me, they're like after I

1 took over bal -- Balboa, they're like, Nah. These
2 motherfuckers are shady. You got to watch out.

3 Like people --

4 MS. ANDERSON: Who?

5 MR. ZAMORA: -- people -- I'm not gonna name
6 names --

7 MS. ANDERSON: No, I mean who's shady?

8 MR. ZAMORA: Ninus Malan, fucking Salam, all
9 those motherfuckers, literally the motherfuckers that were
10 the ones that took over after he was gone.

11 And it was actually Brad and fucking Adam that
12 were the ones that ran PLPCC, Urban Leaf. Like Urban Leaf
13 was supposed to be Balboa. Urban Leaf was supposed to be
14 Golden Bloom. Like, all -- all these fucking dispensaries
15 that are here now were supposed to be under one flag. And
16 that was the monopoly.

17 MS. ANDERSON: Gotcha.

18 MR. ZAMORA: That was -- that's what I was
19 telling you. That's why they're all fucking bullshit.

20 MS. ANDERSON: Who are those eight to ten dudes?

21 MR. ZAMORA: They're all -- I'm not gonna name
22 names, but they're all fucking piece of shit, fucking
23 Chaldean fucks. Like, literally, these are all guys that
24 think they are bigger than life. They all drive fucking
25 Land Rovers. Like, they don't -- they don't care about

1 the industry. They care more about their own pocket. And
2 they had been exploiting this industry for so long that's
3 it's been a problem. You know what I mean?

4 MS. ANDERSON: (Inaudible) from the head.

5 MR. ZAMORA: So -- yeah, well, I mean Razuki,
6 like they said in that fucking article own -- owns
7 percentages in X, Y, Z. Like, all these dispensaries that
8 are out there in the world --

9 MS. ANDERSON: Uh-huh.

10 MR. ZAMORA: -- from East County to here, they --
11 they're all profiting from people that really are putting
12 themselves on the line every day, and they're not giving
13 anything back. They don't care.

14 MS. ANDERSON: Yeah.

15 MR. ZAMORA: It fails, it doesn't fail, whatever.

16 The reason they wanted the fucking hit on Ninus
17 was because he played them. That's -- that's the
18 difference. You know what I mean? Like we're not --
19 we're not in the position to be like, Oh, we know what the
20 fuck we're doing kind of shit?

21 MS. ANDERSON: Yeah.

22 MR. ZAMORA: Like people like Ninus were.

23 So he knew -- he knew what he was doing, and he
24 kept telling them, I know what I'm doing. I know what I'm
25 doing.

1 But what happened?

2 MS. ANDERSON: He ran it into the ground

3 (inaudible) --

4 MR. ZAMORA: Yeah, exactly. Exact --

5 MS. ANDERSON: -- (inaudible).

6 MR. ZAMORA: Exactly.

7 MS. ANDERSON: Uh-huh.

8 MR. ZAMORA: And why is that? Why is that?

9 Because he didn't know what the fuck he was
10 doing.

11 MS. ANDERSON: He was taking money.

12 MR. ZAMORA: He had no -- yeah, exactly.

13 MS. ANDERSON: Yeah.

14 MR. ZAMORA: And he was a fucking eight ball a
15 day, fucking coke addict. Yeah, exactly.

16 MS. ANDERSON: Uh-huh.

17 MR. ZAMORA: I mean you could see the writing is
18 on the fucking wall. So it is what it is. But we
19 don't -- we don't go --

20 MS. ANDERSON: But what I don't understand about
21 him is it seems like he's got --

22 MR. ZAMORA: Do you want to meet him?

23 MS. ANDERSON: It seems like he's got money --
24 yeah, (inaudible) --

25 MR. ZAMORA: Oh, yeah, of course. It seems

1 like --

2 MS. ANDERSON: But I heard --

3 MR. ZAMORA: -- he has money --

4 MS. ANDERSON: I heard he's --

5 MR. ZAMORA: It seems like he has money.

6 MS. ANDERSON: I heard that he's in with like a
7 coke dealer, 'cause he owes him like two ki's or
8 something. Okay.

9 MR. ZAMORA: And we are not afraid of anybody.
10 (Inaudible). We've never had to be afraid of anybody.

11 MS. ANDERSON: Do you know those ladies?

12 MR. ZAMORA: Yeah, very well. And the one you're
13 referring to earlier --

14 MS. ANDERSON: Yeah.

15 MR. ZAMORA: -- I've met her like -- for like two
16 seconds, but I understood her.

17 Ninus even pointed out, like 100 percent, like,
18 Learn from her, like learn what she's saying. 'Cause she
19 knew litigation. She knew how to get away with certain
20 shit. So these people --

21 MS. ANDERSON: You're talking about Gonzalez or
22 Juarez?

23 MR. ZAMORA: Yeah, Juarez.

24 So these people are -- are able to identify the
25 rules and bend them. You know what I mean? They -- they

1 participate within them but they -- they will continually
2 fucking take them and fucking manipulate them to their own
3 ends. And that's the problem with this industry. It's
4 like it's based on compassion, like care and shit like
5 that, right? As far as what we're told. These
6 motherfuckers are manipulating it to their own ends.

7 MS. ANDERSON: Yeah.

8 MR. ZAMORA: So you have -- even -- even
9 Gonzalez. Gonzalez is -- she's an amazing person. She's
10 an advocate for patient's rights and things like that.
11 But at the end, obviously, she's caught up on fucking
12 tape, fucking taking a thousand dollars from fucking what?
13 From Golden Bloom to fucking pay a hitman to kill Ninus
14 Malan. Like get the fuck out of here. Like --

15 MS. ANDERSON: They're trying to say that she
16 didn't take the money from them.

17 MR. ZAMORA: Oh, okay. So then why is an
18 informant literally quoting -- you know what I mean?
19 Like, why the fuck -- why is that even a thing?

20 MS. ANDERSON: Uh-huh.

21 MR. ZAMORA: Why is that even a thing?

22 To -- to me and to what I know, she fucking hates
23 Ninus. She hates him. He's disgusting. He's a pig.
24 Word for word. Verbatim. Like what she's told me.

25 And she wanted to meet up with me after, like, me

1 and him had a falling out. And the only reason me and him
2 had a falling out -- a falling out was because I -- I
3 understood more about the industry than he was able to
4 allow to happen. Like he was --

5 MS. ANDERSON: (Inaudible).

6 MR. ZAMORA: He was the master of the chains and
7 I was, you know, a slave.

8 MS. ANDERSON: Yeah.

9 MR. ZAMORA: But these motherfuckers don't
10 understand one thing. It's like this -- this plant and,
11 you know, everything, it's medicinal. It's gonna -- it's
12 gonna be grown everywhere. It's gonna take over the
13 industry. Like, it's gonna do its own thing. They're
14 trying to capitalize on something that they can't
15 capitalize on. You can't capit --

16 MS. ANDERSON: That's the shit I don't like.

17 MR. ZAMORA: Yeah. Well, I don't like it either.

18 MS. ANDERSON: Yeah.

19 MR. ZAMORA: But there are people in this world
20 that want that. And if you go back throughout time, you
21 have dispensaries time and time again, whether it's
22 Mankind, whether it's a Green Alternative, whether it's
23 fucking, you know, Elevated Greens or fucking -- whoever
24 the fuck it is, that I've sold -- I sold to every fucking
25 dispensary here fucking in San Diego, legal or not, these

1 motherfuckers don't know how it's really gonna go down.

2 And -- and the sad thing is they're gon --
3 they're willing to exploit people. They're willing to
4 fucking put people on the line for -- for their own ends.
5 So that -- that's really what it comes down to. And
6 that's why they're so fucked where they're at now.

7 So this whole thing that's happening is --
8 it's -- it's almost -- it's almost perfect, because
9 they -- they -- they made their bed. They -- they have to
10 sleep in it. You know what I mean? Salam and all these
11 motherfuckers.

12 And Ninus -- Ninus is not a good guy. No matter
13 how they try to play it in the news, no matter what it is,
14 Ninus isn't a good guy, neither is Salam --

15 MS. ANDERSON: People feel empathetic for his
16 situation but --

17 MR. ZAMORA: Fuck him.

18 MS. ANDERSON: -- everything we're getting --

19 MR. ZAMORA: Fuck him. I wanted to kill that
20 motherfucker. I'll say it on fucking record. I wanted to
21 fucking (inaudible) put a bullet in his head. They don't
22 have to pay me anything to do it. That motherfucker
23 robbed me of \$30,000. You know like nothing. Like that.

24 MS. ANDERSON: Uh-huh.

25 MR. ZAMORA: So there are people like that out

1 there that are sharks. You know what I mean? And they --
2 they do this for a reason. They're in this business for a
3 reason, because they can exploit people.

4 MS. ANDERSON: But you know that Razuki is out on
5 bail, right?

6 MR. ZAMORA: I can call my cousin right now. Do
7 you want the whole story? I'll put him on speakerphone
8 and we can find out.

9 MS. ANDERSON: Who's your cousin?

10 MR. ZAMORA: He was my personal body guard
11 throughout the whole fucking thing, and now he's working
12 for Salam.

13 MS. ANDERSON: Anthony?

14 MR. ZAMORA: Yeah.

15 MS. ANDERSON: I already talked to him.

16 MR. ZAMORA: Yeah, yeah.

17 MS. ANDERSON: Yeah.

18 MR. ZAMORA: What did you talk to him about?

19 Add let me get --

20 MS. ANDERSON: Razuki.

21 MR. ZAMORA: Let -- let me guess. Let me guess.
22 He gave you the fucking yes, no, maybe so kind of thing.
23 Yeah.

24 You want the real story?

25 MS. ANDERSON: He seems like a good guy --

1 MR. ZAMORA: No, he's not.

2 MS. ANDERSON: -- but he's -- he's --

3 MR. ZAMORA: He's not. He has a rooster on his
4 neck. Yeah.

5 MS. ANDERSON: He has a what on his neck?

6 MR. ZAMORA: He has a rooster right here.

7 MS. ANDERSON: Okay.

8 MR. ZAMORA: Yeah, on his neck.

9 MS. ANDERSON: Gotcha.

10 MR. ZAMORA: Yeah, that's my cousin.

11 MS. ANDERSON: Gotcha.

12 MR. ZAMORA: Yeah, that's my cousin. He's Lomas
13 until he dies. Lomas 26. We're all gangsters. Like, our
14 whole life, everything, all we know is being fucking
15 gangster. And that motherfucker will lie and fucking
16 cheat, steal, until --

17 MS. ANDERSON: I know. He was painting a picture
18 for me.

19 MR. ZAMORA: Yeah, yeah.

20 MS. ANDERSON: Yeah.

21 MR. ZAMORA: But -- but he's the smartest one out
22 of all of them. He's the smartest one, because he will
23 play them. 'Cause they're -- they're stupid fucks.

24 They're -- they're Chaldean. They -- they have no say.

25 If you look at the prison system and you look at

1 how it really is, they have no say on the streets, so
2 Chaldeans, Arabics, Armenians like none of those
3 motherfuckers really can give anything to the street level
4 that the Mexicans got.

5 MS. ANDERSON: Gotcha.

6 MR. ZAMORA: We're -- we're Mexican Mafia all day
7 for -- for life.

8 MS. ANDERSON: Uh-huh.

9 MR. ZAMORA: Like I'll probably die saying this
10 shit to you but that is what it is. Like these
11 motherfuckers will defend that. They'll die for it. They
12 kick money up into the prison system like on a dispensary
13 level.

14 Look, we had fucking times where we thought Ninus
15 was trying to rob us of integrity and fucking like
16 monetary like -- whatever name it.

17 And my cousin's like, Hey, bro, you want to go in
18 there and fucking put the red hand on his fucking shit.
19 You know what I mean? We'll -- we'll fucking take
20 everything in his dispensary. We'll fucking put him down
21 on his knees. We'll bury him. It doesn't matter. All
22 this shit is like beyond what the news in the media is
23 really trying to make it to be.

24 MS. ANDERSON: Uh-huh.

25 MR. ZAMORA: It has nothing to do with this FBI

1 informant, which is obvious. You're going to talk to
2 somebody, I mean come on.

3 MS. ANDERSON: What's his name? Marciano or
4 something?

5 MR. ZAMORA: I don't know.

6 MS. ANDERSON: Oh, okay.

7 MR. ZAMORA: I don't want to know him, and I'm
8 glad I never knew him.

9 The whole time I was -- I was the director of
10 their operations, my phone was tapped. I knew that.

11 MS. ANDERSON: Yeah.

12 MR. ZAMORA: You can hear it. You can literally
13 hear the clicks. You can hear the whistles, all that
14 shit, like you're -- if you know what you're doing, you
15 know what you're doing. But that's all I can tell you.

16 But the -- the shit that they were doing was not
17 okay. They were -- they were fucking people over.

18 MS. ANDERSON: How?

19 MR. ZAMORA: They were -- oh, mone -- like, they
20 would muscle people into a corner and to the point where
21 they would make you feel like you did something wrong, no
22 matter what.

23 MS. ANDERSON: Uh-huh.

24 MR. ZAMORA: No matter what.

25 MS. ANDERSON: And you can be as specific as

1 possible and provide like --

2 MR. ZAMORA: As specific as possible, let's say I
3 have fucking 15 apples. Let me be honest. I have 15
4 apples, right?

5 MS. ANDERSON: Yeah.

6 MR. ZAMORA: I had -- I had my apple orchard and
7 I fucking have 15 apples. They wanted all fucking 20 of
8 my apples but I only grew 15.

9 MS. ANDERSON: Uh-huh.

10 MR. ZAMORA: And they're looking at you and
11 yelling at you like you only gave us fucking 15 apples.

12 MS. ANDERSON: So what happened with the falling
13 out.

14 MR. ZAMORA: The falling out was based on me
15 being smart enough to be like, You motherfuckers are
16 trying to fuck people out of, like, not even just like
17 basic shit. But, like, you motherfuckers are trying to
18 fucking take someone for their work and -- and multiply it
19 on your end.

20 Like they were literally trying to take
21 everything and give nothing. If I can -- if I can explain
22 it in so many words. Like they -- they had nothing to
23 bring to the table other than money. Like we -- we will
24 give you like everything you want. Like, oh, you can
25 sell -- you can sell this dime bag for sixty bucks, and

1 we'll give you everything.

2 MS. ANDERSON: Uh-huh.

3 MR. ZAMORA: Fucking everything, but they can't
4 do that. They can't do that. They can't do anything.

5 MS. ANDERSON: Yeah.

6 MR. ZAMORA: These motherfuckers they're the
7 worst --

8 MS. ANDERSON: What will happen to him if he goes
9 into prison, though?

10 MR. ZAMORA: What's that?

11 MS. ANDERSON: What's gonna happen to him if he
12 goes to prison?

13 MR. ZAMORA: Who?

14 MS. ANDERSON: Razuki.

15 MR. ZAMORA: Razuki? Nothing. He's going to get
16 fucked in the ass, and he's gonna love it. He's --
17 he's -- he's homo -- he's like a homosexual, hundred
18 percent. Hundred percent.

19 MS. ANDERSON: He's got kids, too, right?

20 MR. ZAMORA: Yeah, but he's like a closet homo --
21 homosexual.

22 MS. ANDERSON: Okay.

23 MR. ZAMORA: Hundred percent. Hundred percent.

24 I've saw him in that fucking back office again
25 and let me tell you, like, I can give you his phone

1 number. Like, literally, that guy is Satan like hundred
2 percent.

3 MS. ANDERSON: He's sick?

4 MR. ZAMORA: Satan.

5 MS. ANDERSON: Satan.

6 MR. ZAMORA: Satan. Like, literally, that guy is
7 the epitome of evil.

8 MS. ANDERSON: You afraid of him?

9 MR. ZAMORA: That -- that guy does not give a
10 fuck about anybody, you, me, left, right, up, down, that
11 guy doesn't care.

12 MS. ANDERSON: Uh-huh.

13 MR. ZAMORA: As long as he gets his money, he
14 doesn't care. And Ninus was his little punk. So Ninus
15 being his pawn by having this fucking coke habit, coming
16 down on other people, it was a recipe for a fucking
17 disaster.

18 MS. ANDERSON: Uh-huh.

19 MR. ZAMORA: Yeah, it was terrible. But, yeah.
20 It -- it's weird. It -- that -- that is the, literally,
21 one of the weirdest questions you could ask.

22 MS. ANDERSON: Got five minutes on here.

23 MR. ZAMORA: That's fine.

24 MS. ANDERSON: What do you know about Gina.

25 MR. ZAMORA: Gina was very smart but she was

1 giving insider trading.

2 MS. ANDERSON: How do you know that?

3 MR. ZAMORA: Because she sat in a fucking office
4 in Balboa with me and told us how she couldn't talk about
5 her other clients but still gave enough to tell us where
6 things were gonna be zoned based on like Lemon Grove and
7 East County zoning and that shit.

8 MS. ANDERSON: What did she tell you about Lemon
9 Grove?

10 MR. ZAMORA: So it was -- it was, literally, like
11 they pulled up a fucking map, like Google Maps, and they
12 fucking brought it down to like a fucking geographical
13 fucking point. And there's like the 94 Freeway -- I'm not
14 even shitting you -- 94 Freeway. And like this is all --
15 this is all blue, right? This is all red. And we were --
16 we were trying to buy property that was here, here, and
17 here.

18 Ninus is like, I'm gonna go in on these -- these
19 three properties. What are you gonna do, Gina? What are
20 you gonna do?

21 And Gina's like, I can't tell you what we're
22 gonna do, 'cause that would be -- I gotcha.

23 MALE SPEAKER: (Inaudible) somebody --

24 MR. ZAMORA: Yeah, I gotcha you.

25 MALE SPEAKER: Until somebody else comes and

1 tells me --

2 MR. ZAMORA: I got you. What they want to do
3 about it?

4 MALE SPEAKER: (Inaudible) --

5 MR. ZAMORA: What do you want to do, Gina?

6 And, literally, she's like, Fuck. Like that's
7 patient-client confidentiality. I can't breach that. As
8 a lawyer I cannot --

9 MS. ANDERSON: Did she, though?

10 MR. ZAMORA: Not necessarily. In so many words,
11 no.

12 As -- if we're gonna tip toe around the fucking
13 tulips, no. But if we're gonna be honest, yeah. Fuck,
14 yeah, she did.

15 MS. ANDERSON: Yeah.

16 MR. ZAMORA: Yeah, she -- she gave enough. Yeah.

17 MS. ANDERSON: For what?

18 MR. ZAMORA: For people to actually go in and
19 invest.

20 MS. ANDERSON: Like what did she give?

21 MR. ZAMORA: In the sense that these properties,
22 if you buy them, you're gonna have a fucking line in
23 between one of those properties where it's gonna be your
24 side and their side, and then you two are gonna have to go
25 to court. Like they've always been in fucking court.

1 Right or wrong they --

2 MS. ANDERSON: Uh-huh.

3 MR. ZAMORA: -- that's all they -- that's all
4 they've been through. Razuki, fucking Ninus, that's all
5 they know is court. And that's why they're so good at
6 what they fucking do, 'cause they're able to litigate how
7 people are able to fucking differentiate the laws.

8 MS. ANDERSON: Do you remember any specific
9 properties that she was talking to you guys about?

10 MR. ZAMORA: Fuck, dude. If you pull up a map, I
11 can actually --

12 MS. ANDERSON: So just so you know, I've been
13 investigating Lemon Grove's --

14 MR. ZAMORA: Yeah, I bet.

15 MS. ANDERSON: -- dispensaries for two years.

16 MR. ZAMORA: And they're suspect is fucked.

17 MS. ANDERSON: Yeah.

18 MR. ZAMORA: They're suspect is fucked because
19 why? Tell -- you tell me why. You tell me why.

20 Because they've been sold out. Because people
21 had used those as a fucking like lottery fucking ticket.
22 There are people in fucking Lemon Grove that have bought
23 those properties and were like, Who wants to buy it?
24 Who -- who the fuck is coming up? Who's first? Who's
25 next? Who's left? Who's right?

1 Dude, Ninus Malan is one of those guys that's
2 like, We're gonna buy all three of these. I know the guy.

3 The -- it was a fucking African-American
4 gentleman -- right? -- that got fucking caught up for
5 beating the shit out of some other fucking white dude,
6 right? If I'm not mistaken.

7 MS. ANDERSON: There's -- there's a black guy
8 that got beat up by -- I think the guy is Mexican.

9 MR. ZAMORA: Other way around.

10 MS. ANDERSON: Yeah, yeah.

11 MR. ZAMORA: So he got -- he got the shit beat
12 out of him. The black guy was the one that was buying all
13 the property. The Mexican guy was one of the guys -- so
14 the way they do this shit, the person that owns the land,
15 the person that owns the property owns the rights to the
16 dispensary.

17 The person that buys the fucking dispensary like,
18 literally, like, Oh, you have a dispensary there. Here --
19 here's \$200,000 for your dispensary. Okay. Cool.

20 They can't under sell it based on, Oh, the
21 property actually owns the rights to the dispensary.

22 I give you \$200,000 -- that's what happened with
23 Brad at Balboa. Brad, Adam all bought in to fucking
24 Balboa, but they were forced out because Ninus bought the
25 fucking actual land.

1 MS. ANDERSON: (Inaudible).

2 MR. ZAMORA: Brad bought -- Brad and Adam bought
3 the fucking -- the -- the license.

4 MS. ANDERSON: So that black guy bought up a
5 bunch of properties and then what?

6 MR. ZAMORA: That's why he got his ass whipped.
7 It was -- it was a -- it was a fight.

8 MS. ANDERSON: The guy -- that guy that beat him
9 up was a city councilman.

10 MR. ZAMORA: Yeah.

11 MS. ANDERSON: Yeah.

12 MR. ZAMORA: Exactly.

13 MS. ANDERSON: So what would the city councilman
14 want to beat up this black guy?

15 MR. ZAMORA: But what do you think he would do it
16 for? Money. Anyone that sits on those --

17 MS. ANDERSON: But who's -- who's paying him to
18 do that, though?

19 MR. ZAMORA: He's paying himself. It goes into
20 his own pocket. Are you kidding me?

21 MS. ANDERSON: But, like, what I'm trying to
22 understand is --

23 MR. ZAMORA: Why would he fucking do it?

24 MS. ANDERSON: I'm a journalist, not business
25 person --

1 MR. ZAMORA: Yeah, of course.

2 MS. ANDERSON: You know what I mean? So that's
3 why I'm asking.

4 MR. ZAMORA: So let me explain this to you.

5 MS. ANDERSON: Like, do you know specifically why
6 he did that, where he gets the kickbacks from?

7 MR. ZAMORA: Let me explain it to you. Let me
8 explain it to you.

9 He doesn't get kickbacks.

10 MS. ANDERSON: Okay.

11 MR. ZAMORA: He owns it. It goes right -- it
12 goes right back into his own pocket.

13 MS. ANDERSON: What does he own?

14 MR. ZAMORA: If he owns those land plots or if he
15 owns the licenses, they go right back into his own pocket.

16 MS. ANDERSON: So you think the councilman owns
17 those properties?

18 MR. ZAMORA: Of course. Are you fucking kidding
19 me?

20 You got it, bro. It's all right. Don't worry
21 about it.

22 MS. ANDERSON: Okay.

23 MR. ZAMORA: Thank you.

24 Are you fucking kidding me? Of course, he does.

25 MS. ANDERSON: Is that a fact, though?

1 MR. ZAMORA: Dude, you want to look it up? You
2 can look at -- you can actually look this shit up.

3 MS. ANDERSON: So I'm confused, though. If he
4 owns the properties, how did the black guy buy them?

5 MR. ZAMORA: Because the black guy probably
6 opened the license or owned the licenses.

7 MS. ANDERSON: (Inaudible).

8
9 (End transcription of audio-recorded proceeding,
10 file name:
11 Candid-Chronicle-Cara-Anderson-Interview.)

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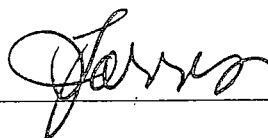
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REPORTER'S CERTIFICATE

I, Jennifer G. Torres, Certified Shorthand Reporter
for the State of California, do hereby certify:

That the foregoing proceeding is a verbatim
transcription prepared from the electronic sound recording
provided to me of the proceedings in the above-entitled
matter; that the foregoing is a true and accurate
transcript of said proceedings to the best of my ability.

Dated this 1st day of August, 2022
at San Diego, California.



JENNIFER G. TORRES
CSR No. 13022

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