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Attorney for Plaintiff

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

OMARI BOBO, an Individual,
Plaintiff,
v.
**POINT LOMA PATIENTS
CONSUMER COOPERATIVE
CORPORATION**, A California
Corporation, **ADAM KNOPF**, an
Individual, **JUSTUS H. HENKES IV**, an
Individual, and **DOES 1-50**,
Defendants.

Case No: 37-2017-00037348-CU-PO-CTL

COMPLAINT FOR:

- 1. BREACH OF FIDUCIARY DUTY**
- 2. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
- 3. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

JURY TRIAL DEMANDED

1 Plaintiff Omari Bobo (“Plaintiff”) alleges as to himself based on his own
2 experience, and as to all other allegations, based on investigation of counsel, which
3 included, *inter alia*, a review of defendant Point Loma Patients Consumer
4 Cooperative Corporation’s (the “PLPCCC”) public records and membership
5 documentation, public records related to defendants Adam Knopf (“Knopf”) and
6 Justus H. Henkes IV (“Henkes”, collectively the “Individual Defendants”), as well as
7 *non-party* entities wholly controlled by the Individual Defendants, including 419
8 Consulting Inc., Golden State Greens LLC, Far West Management, LLC, Far West
9 Operating, LLC, and Far West Staffing, LLC (the “Shell Companies”).

10 **I. INTRODUCTION**

11 1. The PLPCCC is the largest and most successful medical marijuana
12 dispensary in San Diego county. Plaintiff estimates the cooperative has
13 approximately one thousand patrons daily, and generates millions in monthly revenue
14 through a single storefront (and delivery service) located in Point Loma.

15 2. Plaintiff is a member patron of the PLPCCC who became concerned
16 with the sheer volume of marijuana business being transacted there. Aren’t medical
17 marijuana cooperatives required to be non-profit? If Plaintiff is a member of the
18 “*Patients’ Consumer Cooperative Corporation*” why hasn’t he received any
19 dividends? Where is all the money going? And would it be illegal to buy medical
20 marijuana through a for-profit dispensary?

21 3. Plaintiff learned that the Individual Defendants personally own and
22 control not only the PLPCCC, but five Shell Companies. These Shell Companies
23 were created by the Individual Defendants within months after the PLPCCC was
24 formed in December 2014, and as the PLPCCC’s marijuana business expanded. The
25 Shell Companies have no public or visible business presence, except at the
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1 PLPCCC's location and the mailing address listed at Defendant Henkes' accountancy
2 office in La Jolla California.

3 4. Defendant Knopf is a director, and holds the executive offices at the
4 PLPCCC and each of the Shell Companies. Defendant Henkes is an accountant. He
5 serves as the PLPCCC's Chief Financial Officer and the Shell Companies' agent for
6 service. Mr. Henkes appears to represent a single enterprise - the PLPCCC and the
7 Shell Companies - since he does not visibly advertise his availability for hire.

8 5. It became clear based on these facts and others described in a related
9 class action complaint against Defendants and the Shell Companies, *Beck v. Point*
10 *Loma Patients' Consumer Cooperative Corporation, et al*, which Plaintiff
11 incorporates by reference, that Defendants were and are operating an illegal for-profit
12 medical marijuana business that violates California criminal law and puts Plaintiff in
13 potential legal jeopardy.

14 6. Accordingly, Plaintiff seeks redress for his exposure to legal jeopardy
15 and extreme emotional distress as a result of Defendants' secret operation of the
16 PLPCCC as an illegal for-profit medical marijuana business in complete disregard for
17 Plaintiff's legal wellbeing. Plaintiff brings claims against the Defendants for breach
18 of fiduciary duty, intentional and reckless infliction of emotional distress, and breach
19 of the implied covenant of good faith and fair dealing. Under these theories, Plaintiff
20 seeks compensatory, exemplary, and punitive damages as well as injunctive,
21 declaratory, and other or further relief as this Court may deem just and proper.

22 **II. JURISDICTION AND VENUE**

23 7. This Court has jurisdiction over the subject matter of this action pursuant
24 to Article 6, § 10 of the California Constitution, California Business and Professions
25 Code § 17203, Civil Code § 1780(d) and Code of Civil Procedure §§ 88, 382 and
26 410.10.

1 8. Venue is proper in this Court pursuant to Code of Civil Procedure § 395
2 because Plaintiff transacted with the PLPCCC in San Diego County, and because
3 Defendants businesses and residences are located in this County, and because many
4 of the acts and transactions giving rise to the violations of law complained of herein
5 occurred in this County.

6 **III. PARTIES**

7 **A. PLAINTIFF'S EXPERIENCE WITH DEFENDANTS**

8 9. Plaintiff Omari Bobo ("Bobo") is, and at all times relevant hereto was, a
9 resident of San Diego County California. Plaintiff Bobo has been a patron of the
10 PLPCCC since approximately January 2016, making purchases from the PLPCCC
11 approximately 3-4 times per month.

12 10. Plaintiff stopped purchasing products from the PLPCCC once he learned
13 of Defendants' illegal for-profit medical marijuana scheme as described herein.

14 11. Plaintiff was charged with felony illegal possession of marijuana in
15 2010. Thereafter, and at great effort, cost and expense, Plaintiff had the conviction
16 expunged. As a result, Plaintiff is highly vigilant about using medical marijuana only
17 in compliance with California law, to help alleviate Plaintiff's chronic hip and back
18 pain.

19 12. Plaintiff would not have become a patron of the PLPCCC, let alone a
20 frequent patron thereof, had he known about Defendants' unlawful conduct as
21 complained of herein.

22 13. Plaintiff has a very strong interest in ensuring he and other PLPCCC
23 members are not violating California's medical marijuana laws by engaging in
24 transactions with an illegally operating dispensary.

1 **B. DEFENDANTS' INFORMATION**

2 14. Defendant Point Loma Patients Consumer Cooperative Corporation
3 ("PLPCCC") is a California corporation organized under the California Consumer
4 Cooperative Corporation Law. The PLPCCC operates a medical marijuana storefront
5 dispensary, as well as a medical marijuana delivery service out of 3452 Hancock
6 Street, San Diego, CA 92110.

7 15. The PLPCCC was formed on or about April 24, 2014, and received a
8 conditional use permit from the City of San Diego, for operation of a Medical
9 Marijuana Consumer Cooperative on or about December 3, 2014. The PLPCCC
10 began selling medical marijuana shortly thereafter. The PLPCCC received an
11 amended conditional use permit on or about September 16, 2016 to double the size of
12 its storefront dispensary to handle increased traffic.

13 16. Defendant Adam Knopf ("Knopf") is an individual residing within the
14 County of San Diego. Knopf is the principal shareholder, Director, CEO, and
15 corporate Secretary of the PLPCCC. Defendant Knopf is the CEO, CFO, Corporate
16 Secretary, and sole Director of defendant 419 Consulting, Inc. Defendant Knopf is
17 also the managing member of defendants Golden State Greens LLC, Far West
18 Management, LLC, Far West Operating, LLC, and Far West Staffing, LLC.

19 17. Defendant Justus H. Henkes IV ("Henkes") is a certified public
20 accountant, and CFO of the PLPCCC. However, Henkes is not an "independent
21 accountant" pursuant to Corporations Code § 12218 because he is not independent of
22 the PLPCCC or the Shell Companies. Henkes is the agent for service of process for
23 each of the Shell Companies at his CPA office: 7734 Herschel Avenue, Suite L, La
24 Jolla, CA 92037.

25 18. Non-party 419 Consulting Inc. ("419 Consulting"), is a California
26 Corporation with its principal place of business at *La Jolla Mailbox Rentals*, 5666 La
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1 Jolla Blvd, Suite (*i.e.*, mailbox) 155, La Jolla, CA 92037. 419 Consulting was formed
2 on or about August 18, 2015. 419 Consulting’s Statement of Information filed with
3 the Secretary of State describes its business as “consulting – marketing,
4 m[a]n[a]gm[e]nt.” 419 Consulting is wholly owned and operated by the Individual
5 Defendants.

6 19. Non-Party Golden State Greens LLC (“GS Greens”) is a California
7 limited liability company with its principal place of business in the same office park
8 as PLPCCC, 446 Hancock Street, San Diego, CA 92110. GS Greens was formed on
9 or about September 8, 2016, and is owned and operated by the Individual Defendants.
10 GS Greens’ Statement of Information filed with the California Secretary of State
11 describes its business as “real estate development.”

12 20. Non-parties Far West Management, LLC (“Far West Management”),
13 Far West Operating, LLC (“Far West Operating”), and Far West Staffing, LLC (“Far
14 West Staffing”) each are California limited liability companies with their principal
15 place of business at 7734 Herschel Avenue, Suite L, La Jolla CA, 92037 (Defendant
16 Henkes’ CPA office). Each of the “Far West” entities was formed on or about May
17 27, 2015. And each are owned and operated by the Individual Defendants. And each
18 of their Statements of Information filed with the California Secretary of State
19 describes their business as “business to business management services.”

20 21. None of the Shell Companies has any discernable business presence,
21 products or services for sale to the general public, any marketing materials or
22 website, or business office other than at the PLPCCC’s office and/or Defendant
23 Henkes’ CPA office.

24 22. Plaintiff does not know the true names of defendants DOES 1 through
25 50, and therefore sues them by those fictitious names. Plaintiff is informed and
26 believes, and on the basis of that information and belief alleges, that each of those
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1 defendants was in some manner proximately responsible for the events and
2 happenings alleged in this complaint and for Plaintiff's injuries, damages, restitution
3 and equitable remedies prayed for herein.

4 **IV. SUBSTANTIVE ALLEGATIONS**

5 **A. CALIFORNIA'S MEDICAL MARIJUANA LAWS**

6 23. In 1996, voters passed Proposition 215, also known as the
7 Compassionate Use Act (the "CUA"), making California the first state to legalize the
8 use of medical marijuana for qualified patients. Subsequent legislation included the
9 Medical Marijuana Program Act ("MMPA") in 2003, which created a framework for
10 monitoring medical marijuana usage. The MMPA bars individuals and any collective,
11 cooperative, or other group from transforming medical marijuana projects authorized
12 under the MMPA into for-profit enterprises.¹

13 24. In 2008, the California Attorney General and Department of Justice
14 issued their *Guidelines for the Security and Non-Diversion of Marijuana Grown for*
15 *Medical Use* (the "Guidelines"), which had the stated purpose of helping patients and
16 law enforcement understand their rights and duties for the cultivation, sale and use of
17 medical marijuana under California law.

18 25. California Health and Safety Code § 11362.765(a) provides that neither
19 the CUA or MMPA "authorize any individual or group to cultivate or distribute
20 cannabis for profit." According to the Guidelines, cooperative corporations are to be
21 "*democratically controlled* and are *not organized to make a profit* for themselves, as
22 such, or for their members, as such, *but primarily for their members as patrons.*"
23 Further, "[c]ooperatives must follow strict rules on ... *distribution of earnings*, and
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25 ¹ On November 9, 2016, California passed Proposition 64, making it legal for
26 adults over the age of 21 to possess marijuana for recreational use. However, the sale
27 of marijuana for profit is not permitted until the California Bureau of Marijuana
28 Control issues the necessary licenses, which will be issued no sooner than January 1,
2018.

1 must report individual transactions from individual members each year.” The
2 Guidelines note that a medical marijuana cooperative may have earnings, but these
3 “must be used *for the general welfare of its members or equitably distributed to*
4 *members in the form of cash, property, credits or services.*” Guidelines at p. 8.

5 26. The Guidelines provide that medical marijuana may be “[a]llocated
6 based on fees that are reasonably calculated to cover overhead costs and operating
7 expenses.” In other words, “[a]ny monetary reimbursement that members provide to
8 the ... cooperative should only be an amount necessary to cover overhead costs and
9 operating expenses.” Guidelines at p. 10. This includes payments to individuals for
10 “reasonable compensation... for services provided as well as out-of-pocket
11 expenses.”

12 27. Under California case law, relevant considerations to determine whether
13 a medical marijuana business is illegally operating for profit include, *inter alia*, a
14 high volume of customers and transactions, the absence of participation by customers
15 in the operation or governance of the cooperative, information reflected in financial
16 records, and any processes or procedures by which the cooperative makes itself
17 accountable to its member patrons.

18 **B. DEFENDANTS’ MEDICAL MARIJUANA BUSINESS**

19 28. Individual Defendants Knopf and Henkes are the principals and
20 executive officers of the PLPCCC. The PLPCCC received approval from the City of
21 San Diego in December 2014 to operate a Medical Marijuana Consumer Cooperative
22 at 3452 Hancock Street, San Diego, 92110. Shortly thereafter, the PLPCC opened its
23 doors selling medical marijuana to the public.

24 29. Within six months after the PLPCCC opened for business, the Individual
25 Defendants formed the Shell Companies as their officers, directors, and principal
26 shareholders. None of the five (known) Shell Companies have any discernable
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1 business presence, no websites, and no products or services on offer to the public. All
2 five Shell Companies share addresses in the same office complex in La Jolla,
3 California where Defendant Henkes works as a Certified Public Accountant, or in the
4 same building as the PLPCCC.

5 30. The PLPCCC is the largest and most successful medical marijuana
6 dispensary in San Diego County. The PLPCC averages over a thousand patrons daily,
7 generating millions of dollars in monthly revenue through a single store-front and
8 delivery service with approximately a dozen employees.

9 31. Despite its huge revenues relative to such a small operation, the
10 PLPCCC has never made a “patronage distribution” to Plaintiff or any other member
11 of the PLPCCC. Nor does the PLPCCC seek or allow participation by Plaintiff or any
12 other member patron in the operation or governance of the cooperative.

13 32. Instead, based on the above and on information and belief, the Individual
14 Defendants use the Shell Companies as entities contracted by the PLPCC to
15 unlawfully divert funds out of the PLPCCC. This allows the Individual Defendants to
16 hide substantial revenues from the (illegal for-profit) sale of medical marijuana in the
17 Shell Companies, avoid showing a profit in the cooperative itself, and avoid paying
18 out patronage distributions.

19 33. Based on the tremendous revenue generated by Defendants medical
20 marijuana business, Plaintiff is informed and believes that funds distributed by the
21 PLPCCC to the Shell Companies and Individual Defendants are far in excess of any
22 reasonable compensation for services provided and out-of-pocket expenses.

23 34. The PLPCCC has absolved itself of any accountability whatsoever to
24 Plaintiff. According to the PLPCCC bylaws,² there is one class of “member”, *and it*

25 ² Plaintiff qualifies all allegations related to PLPCCC bylaws because he cannot
26 verify that the PLPCCC bylaws received from Defendants’ counsel was not drafted in
27 response to Plaintiff Beck’s July 25, 2017 demand letter. The meta-data on the file

1 *is not Plaintiff or other member patrons.* On information and belief, the only (or
2 principal) “members” of the PLPCCC are the Individual Defendants themselves.
3 These “members” are the only persons that have voting rights or a “proprietary
4 interest” in the PLPCCC. Thus, instead of operating a “democratically” controlled
5 cooperative, “for the benefit of members *as patrons*”, the Individual Defendants
6 operate the PLPCCC primarily for their own benefit as shareholders.

7 35. The Individual Defendants have caused the PLPCC to strip Plaintiff of
8 his rights through the PLPCCC bylaws. The bylaws purport to divest Plaintiff of all
9 voting rights and “proprietary interests” in the PLPCCC by labelling him as a mere
10 “associate member.” However, such bylaw covenants violate the requirements of
11 California’s medical marijuana laws as expressed in, *at least*, the Guidelines. As
12 such, the bylaws are “in conflict with law,” pursuant to Corporations Code §
13 12331(c), and are therefore void. In other words, California’s medical marijuana laws
14 control the interaction between Plaintiff and Defendants, not Defendants’ bylaws
15 drafted to avoid those laws.

16 C. CIVIL CONSPIRACY ALLEGATIONS

17 36. The Individual Defendants and the Shell Companies are responsible for
18 the harm to Plaintiff because each of them agreed to conceal operation of a for-profit
19 marijuana business.

20 37. The Individual Defendants, themselves, and as owners and operators of
21 the Shell Companies were aware of the requirements of California’s medical
22 marijuana laws, and were in agreement with the PLPCCC and each other to divert
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25 indicates that it was created on September 19, 2017. Plaintiff reserves the right to
26 withdraw, change or amend allegations concerning the PLPCCC bylaws after a
reasonable opportunity for discovery.

1 revenues from the PLPCC in a manner calculated to avoid detection of their for-profit
2 enterprise.

3 38. The Individual Defendants, themselves, and as owners and operators of
4 the Shell Companies materially assisted the PLPCCC in operating a for-profit
5 medical marijuana business in violation of California law.

6 39. As a direct and proximate result of Defendants' conspiracy, Plaintiff has
7 experienced loss, cost, damage and expense in an amount to be proved at trial.

8 **D. ALTER EGO / CORPORATE PIERCING ALLEGATIONS**

9 40. The PLPCCC is merely a conduit for funneling revenue from the sale of
10 medical marijuana to the Shell Companies and ultimately the Individual Defendants.

11 41. In fact, the PLPCCC, its particular corporate form, and its bylaws that
12 prevent accountability to Plaintiff as a member, are all mere instrumentalities set up
13 to avoid the non-profit requirements of California's medical marijuana statutes.

14 42. The Individual Defendants govern the PLPCCC, as well as the Shell
15 Companies such that a unity of ownership exists between them. The Shell Companies
16 and the PLPCCC use the same officers and/or employees in the operation of their
17 medical marijuana business. Thus, the Shell Corporations and the PLPCCC are mere
18 conduits for the affairs of each other.

19 **FIRST CAUSE OF ACTION**

20 **Breach of Fiduciary Duty**
21 **Against the Individual Defendants**

22 43. Plaintiff hereby incorporates by reference the allegations contained in
23 the preceding paragraphs of this Complaint.

24 44. As Directors and officers of a cooperative corporation, the Individual
25 Defendants owe fiduciary duties of honesty and loyalty to cooperative members,
26 and/or cooperative members *as patrons*, such as Plaintiff and other members of the
27 PLPCCC.

1 45. There is a strong public interest that corporate officers and directors of a
2 medical marijuana cooperative are faithful to their fiduciary roles to member patrons.
3 Failure by the majority members and directors of a medical marijuana cooperative
4 corporation to act in the best interests of member patrons, such as operating an illegal
5 for-profit medical marijuana business, can have serious consequences for member
6 patrons and even expose them to potential criminal liability.

7 46. As owners and operators of a medical marijuana cooperative, the
8 Individual Defendants are in a relationship of trust and confidence with Plaintiff due
9 to the unequal power between the Individual Defendants and Plaintiff in the details
10 and operation of a medical marijuana dispensary, as well as the severe potential
11 consequences to Plaintiff for making purchases through an illegally operating
12 dispensary. Plaintiff is entitled to reasonably rely, and did reasonably rely on the
13 Individual Defendants to only sell medical marijuana in compliance with California
14 law.

15 47. As a member patron, Plaintiff is entitled to rely on the assumption that
16 the Individual Defendants, as majority members, officers and directors of the
17 PLPCCC will use their knowledge, skill and ability for the benefit of cooperative
18 members.

19 48. The Individual Defendants breached their fiduciary duties to Plaintiff,
20 individually, as a member patron by operating, and concealing from Plaintiff, a self-
21 dealing for-profit medical marijuana enterprise, solely for the personal financial
22 benefit of the Individual Defendants, that violates key components of California
23 medical marijuana laws as described herein, and puts Plaintiff in legal jeopardy.

24 49. As a direct and proximate result of the Individual Defendants' breaches
25 of their fiduciary duties, Plaintiff has suffered loss, cost, damage and expense in an
26 amount to be proven at the trial of this matter. Plaintiff suffered nominal damages in
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1 the amount of monies he paid to the PLPCCC for products purchased there, and is
2 entitled to exemplary and punitive damages for Defendants' intentional, wanton,
3 reckless, and extreme disregard for Plaintiff's legal rights as a person purchasing an
4 otherwise highly illegal substance from the PLPCCC.

5 **SECOND CAUSE OF ACTION**

6 **Intentional Infliction of Emotional Distress**
7 **Against All Defendants**

8 50. Plaintiff hereby incorporates by reference the allegations contained in
9 the preceding paragraphs of this Complaint.

10 51. The PLPCCC is a licensed and/or permitted medical marijuana
11 dispensary. As such, Defendants had a duty to sell medical marijuana to Plaintiff
12 ONLY in compliance with California law to ensure that Plaintiff and other patrons of
13 the PLPCCC would not be engaging in illegal purchases of a prohibited substance.

14 52. In a scheme to illegally profit from the PLPCCC's medical marijuana
15 business, Defendants knowingly engaged in extreme and outrageous conduct, solely
16 for the personal financial benefit of the Individual Defendants, by violating key
17 components of California medical marijuana laws as described herein. Because
18 Defendants' conduct has the possibility to put Plaintiff in serious legal jeopardy,
19 Defendants acted knowingly, with the intention of causing, or with extreme reckless
20 disregard for indifference to the legal wellbeing of Plaintiff, and the probability of
21 causing severe emotional distress to Plaintiff or any reasonable person doing business
22 with a medical marijuana dispensary.

23 53. Given the considerable criminal risks from engaging in illegal drug
24 sales, Defendants' complete disregard for the legal wellbeing of Plaintiff and other
25 members of the PLPCCC is outrageous. Defendant's illegal for-profit enterprise, and
26 subsequent attempt to conceal it, is so extreme it exceeds all bounds of legal behavior
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1 tolerated by the State of California and puts Plaintiff at risk of legal jeopardy, despite
2 his best attempts to act in compliance with the law.

3 54. It was reasonably foreseeable that Plaintiff would suffer emotional
4 injury and distress from Defendants' secret operation of a for-profit medical
5 marijuana business in violation of California law.

6 55. As a direct, actual and proximate result of Defendants' conduct as
7 complained of herein, Plaintiff now suffers from a constant fear he will be subject to
8 criminal liability, may suffer employment and other social consequences as a result.
9 Plaintiff has suffered, and continues to suffer, extreme emotional distress in a manner
10 and amount to be proved at the trial of this matter.

11 56. As a direct and proximate result of Defendants' complete and
12 outrageous disregard for the legal wellbeing of Plaintiff through an illegal for-profit
13 medical marijuana enterprise, Plaintiff has suffered loss, cost, damage and expense in
14 an amount to be proven at the trial of this matter. Plaintiff is entitled to
15 compensatory, exemplary and punitive damages for Defendants' intentional, wanton,
16 reckless, and extreme disregard for Plaintiff's legal rights as a person purchasing an
17 otherwise highly illegal substance from the PLPCCC.

18 **THIRD CAUSE OF ACTION**

19 **Breach of the Implied Covenant of Good Faith and Fair Dealing**
20 **Against the PLPCCC**

21 57. Plaintiff hereby incorporates by reference the allegations contained in
22 the preceding paragraphs of this Complaint.

23 58. Plaintiff entered into a membership agreement with the PLPCCC, which
24 contains as a matter of law an implied covenant of good faith and fair dealing to deal
25 honestly, and incorporates by reference all laws applicable to the agreement and
26 transaction.

1 59. Pursuant to California's medical marijuana laws and the California
2 Corporations Code, the PLPCCC is ONLY permitted to sell medical marijuana on a
3 non-profit basis. Under the Corporations Code, the PLPCCC is required to be
4 *"democratically controlled and are not organized to make a profit for themselves, as*
5 *such, or for their members, as such, but primarily for their members as patrons."*
6 Further, a medical marijuana cooperative may have earnings, but these "must be used
7 *for the general welfare of its members or equitably distributed to members in the*
8 *form of cash, property, credits or services."*

9 60. Under California law, medical marijuana may be "[a]llocated based on
10 fees that are reasonably calculated to cover overhead costs and operating expenses,"
11 which includes payments to individuals for "reasonable compensation... for services
12 provided as well as out-of-pocket expenses."

13 61. The PLPCCC violated California's medical marijuana laws by secretly
14 operating a for-profit medical marijuana business and paying the Shell Companies
15 and Individual Defendants far in excess of "reasonable compensation" and
16 reimbursement for out of pocket expenses. The PLPCCC had no good faith reason to
17 operate its medical marijuana dispensary in such a manner, and as such, breached the
18 implied covenant of good faith and fair dealing with Plaintiff.

19 62. No additional conditions besides payment of fees to the PLPCCC for
20 products purchased there is required of Plaintiff.

21 63. By operating Defendants' for-profit medical marijuana enterprise as
22 described herein, the PLPCCC frustrates and interferes with Plaintiff's rights to
23 purchase and use medical marijuana as allowed by California law.

24 64. As a direct and proximate result of Defendants' breach of the implied
25 covenant of good faith and fair dealing through an illegal for-profit medical
26 marijuana enterprise, Plaintiff has suffered loss, cost, damage and expense in an
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1 amount to be proven at the trial of this matter. Plaintiff is entitled to compensatory,
2 exemplary and punitive damages for Defendants' intentional, wanton, reckless, and
3 extreme disregard for Plaintiff's legal rights as a person purchasing an otherwise
4 highly illegal substance from the PLPCCC.

5 **V. PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for relief and judgment as follows:

7 A. For an order awarding Plaintiff compensatory, exemplary and punitive
8 damages according to proof;

9 B. For an order enjoining Defendants from continuing to engage in the
10 unlawful business acts and practices as alleged herein;

11 C. For an order awarding Plaintiff pre- and post-judgment interest;

12 D. For an order awarding attorneys' fees and costs of suit, including expert's
13 witnesses fees and electronic discovery fees as permitted by law, including
14 reimbursement for reasonable costs and expenses; and

15 E. Such other and further relief as this Court may deem just and proper.

16 **VI. JURY TRIAL DEMAND**

17 Plaintiff demands a trial by jury for all of the claims asserted in this Complaint
18 so triable.

19 DATED: October 6, 2017

Respectfully submitted,

21 THE RESTIS LAW FIRM, P.C.

22 
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