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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11
12 PHOTON MUUR, an individual (heir and
13 successor-in-interest to WILLIAM
14 BENJAMIN HARRIS IV, deceased),

14 Plaintiff,

15 v.

16 WEEDMAPS MEDIA, LLC, a Delaware
17 Limited Liability Company; GHOST
18 MANAGEMENT GROUP, LLC, a Delaware
19 Limited Liability Company; WM HOLDING
20 COMPANY, LLC, a Delaware Limited
21 Liability Company; UNIVERSAL STOP,
22 INC., a California Corporation; DAVID
23 CRISTOPHER GREGORICH, an individual;
24 MOVSES MOVSISYAN, an individual; and
25 DOES 1 through 100, inclusive,

26 Defendants.

Case No.: **21STCV02970**

COMPLAINT FOR DAMAGES

1. **NEGLIGENCE (WRONGFUL DEATH)**
2. **BATTERY**
3. **ASSAULT**
4. **NEGLIGENT HIRING, RETENTION AND SUPERVISION**
5. **NEGLIGENCE (SURVIVOR ACTION)**

DEMAND FOR JURY TRIAL

27 Plaintiff Photon Muur (hereinafter referred to as "Plaintiff") complains and alleges as
28 follows:

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1 **INTRODUCTION**

2 1. This action is being brought by Plaintiff in her individual capacity and as heir and
3 successor-in-interest to WILLIAM BENJAMIN HARRIS IV (“DECEDENT”) against those entities
4 and individuals responsible for causing DECEDENT’s death, to compensate for Plaintiff’s damages
5 and tragic loss of her son, and all the losses included in the loss of her relationship with her son, as a
6 result of a shooting committed by Defendant David Cristopher Gregorich. In addition to her
7 individual claims included in this complaint based on the above-captioned causes of action, Plaintiff
8 has stepped in the shoes of DECEDENT, to recover his survivor damages, including his pain and
9 suffering, prior to his death.

10 2. This wrongful death and survival action are being brought pursuant to California Code
11 of Civil Procedure §§ 377.60 and 377.30. Plaintiff has complied with the requirements of Code of
12 Civil Procedure § 377.32.

13 **JURISDICTION AND VENUE**

14 3. This Court has proper jurisdiction over this action pursuant to Code of Civil Procedure
15 § 410.10.

16 4. Venue is proper in this Court pursuant to Code of Civil Procedure § 395(a), because
17 the location where the incident occurred is within the County of Los Angeles, California.

18 **THE PARTIES**

19 5. At all times mentioned herein, Plaintiff is the mother of DECEDENT and brings this
20 wrongful death and survivor action pursuant to California Code of Civil Procedure § 377.60 and §§
21 377.30, in her individual capacity as the heir at law of DECEDENT.

22 6. At all times mentioned herein, Plaintiff was and is a resident of the County of Los
23 Angeles in the State of California, and is a successor-in-interest to DECEDENT.

24 7. At all times mentioned herein, DECEDENT was a resident of the County of Los
25 Angeles in the State of California.

26 8. Upon information and belief, at all times mentioned herein, Defendant David
27 Cristopher Gregorich (“GREGORICH”) was and is a resident of the County of Los Angeles in the
28 State of California. At all relevant times mentioned herein, GREGORICH was working for Universal

1 Stop, Inc., (“UNIVERSAL STOP”) and was acting within the course and scope of his employment
2 for UNIVERSAL STOP.

3 9. Defendant Weedmaps, which is a business engaged in the organization and
4 advertising of marijuana retailers, connecting them to consumers, advertising for the sellers,
5 representing the sellers, being an agent or employee or employer of the sellers, accepting purchases
6 by consumers, and being the middleman between the retailers of marijuana, and their consumers, to
7 distribute marijuana from sellers to buyers. Weedmaps is owned by Ghost Management Group, LLC
8 (“GHOST MANAGEMENT GROUP”), WM Holding Company, LLC (“WM HOLDING
9 COMPANY”) and Weedmaps Media, LLC (“WEEDMAPS MEDIA”). At all times mentioned
10 herein, Defendant WEEDMAPS MEDIA was and is a Delaware Limited Liability Company,
11 authorized to do business in the State of California. At all times mentioned herein, Defendant WM
12 HOLDING COMPANY was and is a Delaware Limited Liability Company, authorized to do
13 business in the State of California. At all times mentioned herein, Defendant GHOST
14 MANAGEMENT GROUP was and is a Delaware Limited Liability Company, authorized to do
15 business in the State of California. GHOST MANAGEMENT GROUP and WM HOLDING
16 COMPANY and WEEDMAPS MEDIA will hereafter be referred to as “WEEDMAPS.”

17 10. At all times mentioned herein, Defendant UNIVERSAL STOP was and is a California
18 corporation, authorized to do business in the State of California.

19 11. Upon information and belief, at all times mentioned herein, Defendant Movses
20 Movsisyan (“MOVSISYAN”) was and is a resident of the County of Los Angeles, in the State of
21 California. At all relevant times mentioned herein, MOVSISYAN was the individual owner of
22 UNIVERSAL STOP.

23 12. UNIVERSAL STOP and MOVSISYAN are the alter egos of each other, as
24 MOVSISYAN is the sole owner and shareholder of UNIVERSAL STOP. There is such a unity of
25 interest and ownership between UNIVERSAL STOP and MOVSISYAN that their separate
26 personalities no longer exist. UNIVERSAL STOP is a mere shell and naked framework, which
27 MOVSISYAN used as a conduit for the conduct of his personal business, property, and affairs.
28 UNIVERSAL STOP and MOVSISYAN, comingled corporate and personal funds, failed to observe

1 corporate formalities, and failed to keep corporate minutes. Upholding the corporate entity and
2 allowing MOVSISYAN to escape personal liability for its debts would sanction a fraud or promote
3 an injustice. MOVSISYAN and UNIVERSAL STOP were commingling personal and corporate
4 funds, and failed to observe corporate formalities including maintaining minutes and failed to
5 contribute sufficient capital to provide for liabilities and responsibilities of their business. Injustice
6 would result but for the finding of alter ego liability against MOVSISYAN for the liabilities of
7 UNIVERSAL STOP, and by piercing the corporate veil of UNIVERSAL STOP to hold both
8 UNIVERSAL STOP and MOVSISYAN accountable. Hereafter, all allegations purported against
9 UNIVERSAL STOP apply to MOVSISYAN as well.

10 13. WEEDMAPS and its parent and subsidiary entities, DOES, and its individual owners,
11 DOES, are the alter egos of each other, as WEEDMAPS and its parent and subsidiary entities, DOES,
12 and its individual owners, DOES, are the main shareholders of WEEDMAPS. There is such a unity
13 of interest and ownership between WEEDMAPS and its parent and subsidiary entities, DOES, and
14 its individual owners, DOES, that their separate personalities no longer exist. WEEDMAPS and its
15 parent and subsidiary entities, DOES, and its individual owners, DOES, are mere shells and naked
16 frameworks, which WEEDMAPS and its parent and subsidiary entities, DOES, and its individual
17 owners, DOES, used as a conduit for the conduct of their personal business, property, and affairs.
18 WEEDMAPS and its parent and subsidiary entities, DOES, and its individual owners, DOES,
19 comingled corporate and personal funds, failed to observe corporate formalities, and failed to keep
20 corporate minutes. Upholding the corporate entity and allowing WEEDMAPS and any of its parent
21 and subsidiary entities, DOES, and its individual owners, DOES, to escape personal liability for their
22 debts would sanction a fraud or promote an injustice. WEEDMAPS and its parent and subsidiary
23 entities, DOES, and its individual owners, DOES, were commingling personal and corporate funds,
24 and failed to observe corporate formalities including maintaining minutes and failed to contribute
25 sufficient capital to provide for liabilities and responsibilities of their business. Injustice would result
26 but for the finding of alter ego liability against WEEDMAPS and its parent and subsidiary entities,
27 DOES, and its individual owners, DOES, for the liabilities of WEEDMAPS and its parent and
28 subsidiary entities, DOES, and its individual owners, DOES, and by piercing the corporate veil of

1 WEEDMAPS and any of its parent and subsidiary entities, DOES, and its individual owners, DOES,
2 to hold all of them accountable. Hereafter, all allegations purported against WEEDMAPS apply to
3 WEEDMAPS and its parent and subsidiary entities, successor entities, DOES, and its individual
4 owners, DOES.

5 14. Hereafter, "All Defendants" shall refer to all the above-mentioned defendants,
6 including WEEDMAPS, UNIVERSAL STOP, MOVSISYAN, GREGORICH, DOES 1-100, and all
7 their agents, employees, representatives, independent contractors, officers, directors, managing
8 agents, successor entities, subsidiary entities, parent entities, and any related individual or entity that
9 has any association with the above-mentioned defendants.

10 15. All Defendants are liable for all of the damages asserted in this complaint, as they
11 expressly or impliedly agreed to such assumption, the transactions to purchase or sell their entities
12 amounts to a consolidation or merger of the entities, the purchasing and selling business entities are
13 merely a continuation of the purchasing and selling business entities, and the transactions were
14 entered into fraudulently to escape liability for their debts.

15 16. The true names, identities, and capacities (whether individual, associate, corporate
16 or otherwise) of Defendants DOES 1 to 100, inclusive, are unknown to Plaintiff, who therefore
17 sues these DOE Defendants by such fictitious names pursuant to Code of Civil Procedure § 474.
18 When the true names and capacities of such fictitiously designated Defendants are ascertained,
19 Plaintiff will amend this complaint to insert their true names, identities and capacities, together
20 with the proper charging allegations.

21 17. Plaintiff is informed and believes that each of the Defendants sued herein as DOE is
22 responsible in some manner for the events and happenings alleged in this complaint, and thereby
23 legally causing the injuries and damages to Plaintiff as set forth in this complaint.

24 18. Plaintiff is informed and believes that All Defendants herein was at all times
25 relevant hereto, the agent, employee or representative of the other Defendants, and were acting
26 within the course and scope of such relationship.

27 19. Plaintiff is informed and believes that the officers, directors, and managing agents of
28 the All Defendants, were aware of all of the actions and failures of their employees and agents, and

1 the shortcomings of the processes and procedures, and ineffective systems, and unsafe protocols,
2 and lack of safety measures, and the managing agents, officers and directors, approved and ratified
3 all actions or inactions or processes, when they knew of the particular risks, which included the
4 particular risks that proximately caused the death of DECEDENT.

5 **FACTUAL ALLEGATIONS**

6 20. Plaintiff re-alleges and incorporates by reference all the above allegations as though
7 set forth herein in full.

8 21. This action arises out of the fatal shooting of DECEDENT which occurred on June
9 10, 2019 (hereinafter “Incident”) at Santa Anita Avenue in Altadena, California 91001.

10 22. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
11 mentioned herein, GREGORICH was employed by All Defendants, all of whom authorized and
12 employed GREGORICH to transport marijuana and make a delivery to DECEDENT.

13 23. Upon information and belief, on or about June 10, 2019, DECEDENT or others made
14 a purchase of marijuana through WEEDMAPS, and UNIVERSAL STOP, and DOES, and
15 WEEDMAPS connected the sale to its agent, employee, or employer, or representative
16 UNIVERSAL STOP, and GREGORICH, and DOES.

17 24. Upon information and belief, on June 10, 2019, Defendant GREGORICH was
18 connected by WEEDMAPS and UNIVERSAL STOP and DOES, to make a marijuana delivery to
19 DECEDENT.

20 25. Upon information and belief, prior to June 10, 2019, All Defendants, including, but
21 not limited to, WEEDMAPS and UNIVERSAL STOP and DOES, had implemented faulty
22 procedures, protocols, management systems, and supervision systems, for their employees, agents
23 and representatives, and their deliveries, took actions or failed to take actions, lacked safety
24 precautions, lacked safe delivery methods, lacked reasonable processes to ensure safe deliveries,
25 failed to adequately identify buyers to make sure they were of age to purchase marijuana, and failed
26 to adequately identify the recipients of the deliveries to match the purchasers, and failed to provide
27 for safe delivery methods, failed to provide effective safety measures to provide for a safe
28 environment for their deliveries, failed to adequately supervise and train their employees, failed to

1 warn their employees or train their employees regarding the use of weapons during deliveries, and
2 failed in their delivery methods of marijuana, to provide for the safe delivery of their products to
3 buyers.

4 26. Upon information and belief, prior to June 10, 2019, WEEDMAPS and UNIVERSAL
5 STOP, and GREGORICH and DOES, had made previous deliveries, which had gone wrong, and
6 GREGORICH and UNIVERSAL STOP, and DOES, were using weapons in the course and scope of
7 their employment, while making deliveries of marijuana.

8 27. Upon information and belief, prior to June 10, 2019, WEEDMAPS and UNIVERSAL
9 STOP failed to provide adequate supervision and training to their vendors, agents, employees, or
10 employers, regarding the use of weapons in deliveries.

11 28. Upon information and belief, prior to June 10, 2019, WEEDMAPS and UNIVERSAL
12 STOP and DOES, failed to provide adequate supervision and training to their vendors, agents,
13 employees, or employers, regarding the safety measures that need to be taken in delivering marijuana
14 to buyers.

15 29. Upon information and belief, prior to June 10, 2019, WEEDMAPS and UNIVERSAL
16 STOP and DOES, failed to provide adequate supervision and training to their vendors, agents,
17 employees, or employers, regarding the measures that need to be taken in verifying identification for
18 the buyers.

19 30. Upon information and belief, prior to June 10, 2019, WEEDMAPS and UNIVERSAL
20 STOP failed to provide adequate supervision and training to their vendors, agents, employees, or
21 employers, such as WEEDMAPS, UNIVERSAL STOP and GREGORICH, regarding the measures
22 that need to be taken in verifying that the same buyer who is placing the order, is the same person
23 who is accepting the delivery.

24 31. Upon information and belief, prior to June 10, 2019, due to the inadequate safety
25 measures by WEEDMAPS and UNIVERSAL STOP, and their failure to provide adequate training
26 and supervision for their employees and agents, and their ineffective and unsafe delivery
27 methodologies, procedures, and protocols, they created an unsafe environment for their deliveries.

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1 32. Upon information and belief, on June 10, 2019, at approximately 1 p.m., DECEDENT
2 was shot by GREGORICH on Santa Anita Avenue in Altadena, California, where the delivery was
3 to be made.

4 33. DECEDENT was injured and subjected to extreme pain and suffering and died as a
5 result of the shooting.

6 **FIRST CAUSE OF ACTION**

7 **NEGLIGENCE (WRONGFUL DEATH)**

8 **(Against All Defendants and DOES 1-25)**

9 34. Plaintiffs re-allege and incorporate by reference all of the above allegations as though
10 fully set forth herein.

11 35. All Defendants owed a duty of reasonable care in making a safe delivery to
12 DECEDENT.

13 36. WEEDMAPS, UNIVERSAL STOP, and DOES, had a duty to exercise reasonable
14 care in verifying the DECEDENT'S identity to ensure that DECEDENT was of age to purchase
15 marijuana prior to connecting UNIVERSAL STOP and GREGORICH to make the delivery to
16 DECEDENT.

17 37. WEEDMAPS, UNIVERSAL STOP, and DOES, had a duty to exercise reasonable
18 care in verifying the identity of the purchaser to ensure that the purchaser was the same person as the
19 recipient of the delivery, and was of age to purchase marijuana prior to connecting UNIVERSAL
20 STOP and GREGORICH to make the delivery to DECEDENT.

21 38. WEEDMAPS and DOES, had a duty to exercise reasonable care in ensuring that
22 UNIVERSAL STOP had adequate safety measures in deliveries, prior to connecting UNIVERSAL
23 STOP to make the delivery to DECEDENT or others.

24 39. All Defendants, had a duty to exercise reasonable care to require adequate safety
25 measures, and to implements rules and training regarding the use of weapons in deliveries or to
26 require adequate training and supervision regarding the use of weapons in deliveries.

27 40. All Defendants had a duty to provide for safe deliveries or provide for a safe
28 environment for delivery to DECEDENT or others, and to carefully train and supervise employees

1 regarding the use of weapons in deliveries.

2 41. All Defendants breached their duties because they failed to examine the delivery
3 methods and procedures of WEEDMAPS, UNIVERSAL STOP and GREGORICH and to require
4 reasonable standards of safety in the delivery methods of WEEDMAPS, UNIVERSAL STOP and
5 GREGORICH, and to require reasonable rules and standards of safety regarding the use of weapons
6 in deliveries.

7 42. All Defendants breached their duties because they failed to train and supervise their
8 employees, or to provide for adequate safety measures in their delivery methods and procedures and
9 protocols, or to provide a safe environment for deliveries, or to adequately verify the age of buyers,
10 or to verify the purchaser through WEEDMAPS is the same as the recipient for the deliveries, and
11 that the deliveries would be made in a safe environment, or to require reasonable standards of safety
12 from its delivery agents, or to adequately train and supervise its employees regarding the use of
13 weapons during the course of deliveries.

14 43. All Defendants breached their duty of care when they failed to exercise reasonable
15 and ordinary care and connected DECEDENT or others, through WEEDMAPS to UNIVERSAL
16 STOP and GREGORICH to make the delivery to DECEDENT, or others, without ensuring that
17 DECEDENT or others, were of age to make such a purchase, and to receive the delivery of marijuana,
18 and when they failed to ensure that the delivery would be made to the same person who was placing
19 the order.

20 44. All Defendants breached their duty of care when GREGORICH failed to exercise
21 reasonable and ordinary care in using weapons while making a delivery in an unsafe environment,
22 and he failed to exercise reasonable care in interacting with and making a safe delivery of marijuana
23 products and consequently shot DECEDENT.

24 45. All Defendants breached their duties of care, when UNIVERSAL STOP and
25 GREGORICH used weapons in deliveries without adequate training and supervision.

26 46. On June 10, 2019, at or around 1:00 p.m., All Defendants negligently and carelessly
27 created an unsafe environment for deliveries, negligently and carelessly interacted with
28 DECEDENT, negligently and carelessly handled the purchase of marijuana by buyers, negligently

1 and carelessly handled the verification of the identities of buyers, and recipients of deliveries,
2 negligently and carelessly used weapons without adequate training and supervision, and negligently
3 and carelessly shot and killed DECEDENT, in the course and scope of the delivery of marijuana
4 products.

5 47. As a direct and proximate result of the conduct of All Defendants, they caused
6 DECEDENT'S injuries causing extreme pain and suffering and the resulting death of DECEDENT.

7 48. As a direct and proximate result of the conduct of All Defendants, Plaintiff has
8 suffered economic and non-economic damages, and she is seeking punitive damages against All
9 Defendants.

10 49. As a direct and proximate result of the conduct of all Defendants, Plaintiff has been
11 deprived of the love, companionship, comfort, care, assistance, services, protection, guidance,
12 training, affection, society, financial support and other support of her son, DECEDENT, as well as
13 other compensatory and economic and non-economic damages, special damages, general damages,
14 consequential damages, incidental damages, and she is also seeking punitive damages, in a sum in
15 excess of the jurisdictional limits of this Court and subject to proof at the time of trial.

16 50. All Defendants are vicariously liable for the acts of GREGORICH and the shooting
17 of DECEDENT, as GREGORICH made the delivery on behalf of UNIVERSAL STOP and
18 WEEDMAPS, and DOES, and within the course and scope of his employment with UNIVERSAL
19 STOP and WEEDMAPS and DOES.

20 51. Plaintiff is entitled to punitive damages against All Defendants because All
21 Defendants engaged in their conduct with malice, oppression, and fraud. All of the allegations above,
22 are incorporated by reference herein. All Defendants acted with malice because they had intent to
23 cause injury to DECEDENT and Plaintiff, by delivering marijuana to DECEDENT purposely in an
24 unsafe manner. All Defendants' conduct was despicable and was done with a willful and knowing
25 disregard of the rights or safety of DECEDENT and Plaintiff. All Defendants were aware of the
26 probable dangerous consequences of their conduct and delivering marijuana unsafely through an
27 employee who uses weapons without training or supervision, to a teenager, who was not of age to
28 purchase marijuana, and deliberately failed to avoid those consequences because they purposely

1 sought to make profits without taking the responsibility to take adequate measures to make sure they
2 were delivering products safely through trained and supervised employees, in a safe environment.
3 All Defendants acted with oppression because their conduct was despicable and subjected
4 DECEDENT and PLAINTIFF to cruel and unjust hardship in knowing disregard of their rights.
5 Their conduct was despicable because it was so vile, base, or contemptible that it would be looked
6 down on and despised by reasonable people. Their conduct was done with fraud because All
7 Defendants intentionally misrepresented or concealed a material fact and did so intending to harm
8 DECEDENT and Plaintiff as they did not inform anyone that they use weapons while making
9 deliveries. All Defendants' conduct caused physical harm and disregarded the health or safety of
10 others and DECEDENT was vulnerable as an underage teenager, and All Defendants knew of
11 DECEDENT's vulnerability, and took advantage of him, by attempting to make profits while
12 delivering marijuana to underage recipients and shot DECEDENT during the course and scope of a
13 delivery and killed him. The conduct of All Defendants was malicious, wanton, oppressive, and
14 accomplished with a conscious disregard for the rights of Plaintiff and DECEDENT, entitling
15 Plaintiff, individually and as successor-in-interest to DECEDENT, to an award of punitive damages.

16 **SECOND CAUSE OF ACTION**

17 **BATTERY**

18 **(Against All Defendants and DOES 1-25)**

19 52. Plaintiff re-alleges and incorporates by references all the above allegations as though
20 set forth herein in full.

21 53. On June 10, 2019, Defendant GREGORICH shot and killed DECEDENT with the
22 intent to harm DECEDENT.

23 54. DECEDENT did not consent to the contact.

24 55. DECEDENT was harmed by Defendant GREGORICH'S contact as he died as a
25 direct result of the contact.

26 56. UNIVERSAL STOP and WEEDMAPS and DOES are vicariously liable for the acts
27 of GREGORICH as he was acting within the course and scope of his employment.

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1 guidance, protection, affection, society, financial support and other support of her son,
2 DECEDENT; and (3) expenses and other special damages, in a sum according to proof.

3 67. Plaintiff is entitled to punitive damages against All Defendants. All the above
4 allegations are incorporated by reference herein, including but not limited to the allegations in
5 paragraph 51. The conduct of GREGORICH was malicious, wanton, oppressive, and accomplished
6 with a conscious disregard for the rights of Plaintiff and DECEDENT, entitling Plaintiff, individually
7 and as successor-in-interest to DECEDENT, to an award of punitive damages.

8 **FOURTH CAUSE OF ACTION**
9 **NEGLIGENT HIRING, RETENTION AND SUPERVISION**
10 **(Against UNIVERSAL STOP, WM HOLDING COMPANY, GHOST MANAGEMENT**
11 **GROUP, WEEDMAPS MEDIA, MOYSISYAN and DOES 1-100)**

11 68. Plaintiff re-alleges and incorporates by references all the above allegations as though
12 set forth herein in full.

13 69. UNIVERSAL STOP and WEEDMAPS and DOES had a duty to exercise due care
14 in the hiring, retention, and supervision of their employees.

15 70. UNIVERSAL STOP and WEEDMAPS, and DOES, and their managing agents,
16 officers, and directors, knew or had reason to know, or should have known that GREGORICH was
17 incompetent and unfit to make deliveries to customers due to his aggressive nature, prior felony
18 convictions, prior bad acts, and his propensity to harm others, and his possession of weapons and
19 firearms.

20 71. WEEDMAPS, DOES, and their managing agents, officers and directors, knew or had
21 reason to know, or should have known that UNIVERSAL STOP, did not hire fit or competent
22 employees, retained employees that were unfit, or aggressive, or had propensity to harm others, and
23 lacked proper supervision and training of its employees to ensure safe deliveries to customers such
24 as DECEDENT.

25 72. WEEDMAPS, DOES, and their managing agents, officers and directors, knew or had
26 reason to know, or should have known that UNIVERSAL STOP, had implemented faulty
27 supervisory procedures and processes, protocols, management systems, and supervision systems,
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1 for their employees, agents and representatives, and their deliveries, took actions or failed to take
2 actions, lacked safety precautions, lacked safe delivery methods, lacked reasonable processes to
3 ensure safe deliveries, failed to adequately identify buyers to make sure they were of age to purchase
4 marijuana, and failed to adequately identify the recipients of the deliveries to match the purchasers,
5 and failed to provide for safe delivery methods, failed to provide effective safety measures to provide
6 for a safe environment for their deliveries, failed to adequately supervise and train their employees,
7 failed to warn their employees or train their employees regarding the use of weapons during
8 deliveries, and failed in their delivery methods of marijuana, to provide for the safe delivery of their
9 products to buyers.

10 73. UNIVERSAL STOP and WEEDMAPS and DOES, and their officers, directors, and
11 managing agents, knew or had reason to know that because of GREGORICH'S incompetence,
12 unfitness, and aggressive nature, and his possession of weapons and firearms, and his prior bad acts,
13 and his propensity to harm others, he was likely to harm individuals such as DECEDENT while
14 making deliveries during the course and scope of his employment.

15 74. UNIVERSAL STOP and WEEDMAPS and DOES, with the approval and ratification
16 from their officers, directors, and managing agents, failed to exercise due care in the interviewing,
17 selection, hiring, and supervision of UNIVERSAL STOP as a vendor, or GREGORICH as a
18 deliveryman, such that GREGORICH'S employment necessarily required him to transport goods for
19 UNIVERSAL STOP and WEEDMAPS, which brought him into contact with patrons such as
20 DECEDENT in the performance of his duties.

21 75. UNIVERSAL STOP and WEEDMAPS and DOES, with the approval and ratification
22 from their officers, directors, and managing agents, knew, had reason to know, or should have known
23 the particular risks of having a poorly supervised, poorly trained, unfit employee like GREGORICH,
24 deliver marijuana to teenagers, while armed, in a poorly designated and unsafe environment.

25 76. At the time of the incident, GREGORICH was making a delivery within the course
26 and scope of his employment with UNIVERSAL STOP and WEEDMAPS and DOES.

27 77. UNIVERSAL STOP and WEEDMAPS' negligence in hiring, supervising, and
28 retaining GREGORICH was a substantial factor in causing DECEDENT'S death and the resulting

1 injuries to Plaintiff, which include, but are not limited to: (1) injury to Plaintiff; (2) deprivation of
2 the love, companionship, comfort, care, assistance, services, guidance, training, protection,
3 affection, society, financial support, and other support of her son, DECEDENT; and (3) expenses
4 and other special damages, in a sum according to proof.

5 78. Plaintiff is entitled to punitive damages against All Defendants. All the above
6 allegations are incorporated by reference herein, including but not limited to the allegations in
7 paragraph 51. The conduct of All Defendants was malicious, wanton, oppressive, and accomplished
8 with a conscious disregard for the rights of Plaintiff and DECEDENT, entitling Plaintiff, individually
9 and as successor-in-interest to DECEDENT, to an award of punitive damages.

10 **FIFTH CAUSE OF ACTION**
11 **WRONGFUL DEATH (SURVIVOR ACTION)**
12 **(Against all Defendants and Does 1-25)**

13 79. Plaintiffs re-allege and incorporate by reference all of the above allegations as though
14 fully set forth herein.

15 80. Plaintiff is the successors-in-interest, entitled to bring this action on behalf of
16 DECEDENT'S estate.

17 81. Prior to his death, DECEDENT suffered physical pain, mental anguish, severe
18 emotional distress, and injury from the time he was shot until his death.

19 82. As a direct and proximate result of Defendants' conduct, DECEDENT suffered bodily
20 injury, pain and suffering, severe emotional distress and mental anguish from the time he was shot
21 by GREGORICH, until he was pronounced dead.

22 83. Plaintiff is entitled to punitive damages against All Defendants. All the above
23 allegations are incorporated by reference herein, including but not limited to the allegations in
24 paragraph 51. The conduct of All Defendants was malicious, wanton, oppressive, and accomplished
25 with a conscious disregard for the rights of Plaintiff and DECEDENT, entitling Plaintiff, individually
26 and as successor-in-interest to DECEDENT, to an award of punitive damages.

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PRAYER FOR RELIEF

Wherefore, on all causes of action, Plaintiff prays that judgment be entered in her favor and against All Defendants, and each of them, as follows:

1. Economic damages, including, but not limited to, funeral expenses, memorial services, loss of financial support, and other damages, in an amount to be determined by proof at trial;
2. Non-economic damages, including loss of love, companionship, comfort, care, assistance, services, training, guidance, protection, affection, society, and support in a sum according to proof at trial;
3. General damages in an amount to be determined by proof at trial;
4. Special damages in an amount to be determined by proof at trial;
5. Incidental and/or consequential damages in amount to be determined by proof at trial;
6. Punitive damages in an amount to be determined by proof at trial;
7. Pre-judgment interest in an amount to be determined by proof at trial;
8. Post-judgment interest in an amount to be determined by proof at trial;
9. Attorney’s fees and costs of this action; and
10. Such other further relief as this Court deems appropriate.

Dated: January 25, 2021

WEST COAST TRIAL LAWYERS, APLC

By: 

Shawn S. Rokni, Esq.
Attorneys for Plaintiff
PHOTON MUUR, an individual.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: January 25, 2021

WEST COAST TRIAL LAWYERS, APLC

By: _____



Shawn S. Rokni, Esq.
Attorneys for Plaintiff
PHOTON MUUR, an individual.