SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

MORAD MARCO GARMO
[See attachment SUM-200 for additional parties]

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

VALLEY GREENS RETAIL OUTLET, INC.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
07/06/2021 at 09:26:22 AM
Clerk of the Superior Court
By Carolina Miranda,Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (*www.sucorte.ca.gov*), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (*www.lawhelpcalifornia.org*), en el Centro de Ayuda de las Cortes de California, (*www.sucorte.ca.gov*) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego County Superior Court
330 West Broadway
San Diego, CA 92101

CASE NUMBER:
(Número del Caso): 37-2021-00028821-CU-RI-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Briggs Law Corporation, Cory J. Briggs, 99 East "C" Street, Suite 111, Upland, CA 91786, 909-949-7115

DATE: 07/07/2021 *(Fecha)*
Clerk, by *(Secretario)* C. Miranda C. Miranda, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify):*

4. ☐ by personal delivery on *(date)*:

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

SHORT TITLE:	CASE NUMBER:
Valley Greens Retail Outlet, Inc. v. Morad Marco Garmo et al.	

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties *(Check only one box. Use a separate page for each type of party.)*:

☐ Plaintiff ☑ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

AUGUST R. SCALZITTI III; SDCA RENTALS, LLC; HANSEN FAMILY TRUST OF 2006; JOHN T. HANSEN; SDREADER, INC.; HIKMAT ZOURA; DANNY KHAIRO; and DOES 1 through 1,000,

Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

BRIGGS LAW CORPORATION [FILE: 2061.00]
Cory J. Briggs (SBN 176284)
Janna M. Ferraro (SBN 328921)
99 East "C" Street, Suite 111
Upland, CA 91786
Telephone: 909-949-7115

Attorneys for Plaintiff Valley Greens Retail Outlet, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO CENTRAL DIVISION

VALLEY GREENS RETAIL OUTLET, INC., Plaintiff, vs. MORAD MARCO GARMO; AUGUST R. SCALZITTI III; SDCA RENTALS, LLC; HANSEN FAMILY TRUST OF 2006; JOHN T. HANSEN; SDREADER, INC.; HIKMAT ZOURA; DANNY KHAIRO; and DOES 1 through 1,000, Defendants.	CASE NO. 37-2021-00028821-CU-RI-CTL **COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF BASED ON RACKETEERING, UNFAIR BUSINESS PRACTICES, AND FALSE ADVERTISING**

Plaintiff VALLEY GREENS RETAIL OUTLET, INC. ("PLAINTIFF"), alleges as follows:

Parties

1. PLAINTIFF is a corporation formed and operating under the laws of the State of California; does business in the County of San Diego under a fictitious business name, "March and Ash"; and operates a retail cannabis business pursuant to California Bureau of Cannabis Control ("CBCC") license no. C10-0000076-LIC.

2. PLAINTIFF is informed and believes and on that basis alleges as follows:

A. Defendants MORAD MARCO GARMO ("MARCO"), AUGUST R. SCALZITTI III ("ARS"), JOHN T. HANSEN ("JTH"), HIKMAT ZOURA ("HZ"), and DANNY KHAIRO ("DK") is each a natural person who resides in the County of San Diego.

B. Defendant SDCA RENTALS, LLC ("SDCA"), is a limited liability company formed and operating under the laws of the State of California.

C. Defendant HANSEN FAMILY TRUST OF 2006 ("HFT") is an entity of unknown origin.

D. Defendant SDREADER, INC. ("READER") is a corporation formed and operating under the laws of the State of California; does business in the County of San Diego under a fictitious business name, "San Diego Reader"; and distributes a weekly publication known as *San Diego Reader*.

3. The true names and capacities of the Defendants identified as DOES 1 through 1,000 are unknown to PLAINTIFF, who will seek the Court's permission to amend this pleading in order to allege the true names and capacities as soon as they are ascertained. PLAINTIFF is informed and believes and on that basis alleges that each of the fictitiously named Defendants encouraged, participated in, distributed, or was otherwise involved in the wrongdoing that is the subject of this lawsuit.

4. PLAINTIFF is informed and believes and on that basis alleges that, at all times stated in this pleading, each Defendant was the agent, servant, or employee of every other Defendant and was, in doing the things alleged in this pleading, acting within the scope of said agency, servitude, or employment and with the full knowledge or subsequent ratification of his/her/its principals, masters, and employers.

Venue

5. Venue in this Court is proper because the obligations, liabilities, and violations of law alleged in this pleading occurred in San Diego County in the State of California.

Background

6. PLAINTIFF began selling cannabis and cannabis-related products on a retail basis in June 2018, and at all times PLAINTIFF's sales and advertising have been lawful. However, PLAINTIFF faces a substantial amount of competition from illegal cannabis dispensaries (the "Dispensary Defendants") engaged in both intra-state and inter-state cannabis sales without having first obtained the requisite license from the CBCC and the requisite approvals from local jurisdictions with

regulatory authority over cannabis dispensaries and/or sales. The Dispensary Defendants have been aided and abetted by participants in three related sectors: (*i*) landlords who rent premises to the unlicensed dispensaries (the "Landlord Defendants"); (*ii*) publishers who allow the Dispensary Defendants to place advertisements for unlicensed dispensaries in their publications and accept payment therefor using money known to have been generated by illegal sales (the "Advertiser Defendants"); (*iii*) owners and/or operators of ATM machines that are placed in unlicensed dispensaries for use by their customers but registered to legitimate businesses located elsewhere, with the monies "laundered" by being deposited into bank accounts controlled by the legitimate businesses (the "Money-Laundering Defendants"); (*iv*) manufacturers of consumable cannabis products that are sold at unlicensed dispensaries and generate extraordinarily large profits because of inferior, low-cost ingredients (the "Manufacturing Defendants"); and (*v*) law-enforcement officials and their associates who provided and/or provide the unlicensed dispensaries with advance notice of raids and with other forms of protection from the enforcement of laws prohibiting the unlicensed sale of cannabis (the "Law-Enforcement Defendants").[1]

7. On or about September 15, 2020, the United States Attorney's Office for the Southern District of California issued a press release that began as follows: "Former San Diego County Sheriff's Captain Marco Garmo pleaded guilty in federal court today to illegally trafficking in firearms from his office in the Rancho San Diego Station and committing other corrupt acts spanning close to a quarter of his 27 years in the department. [¶] As part of his plea, Garmo also admitted that he tipped off a marijuana dispensary that was about to be searched by Sheriff's officials part-owned by his cousin and pressured another illegal dispensary to hire his friend and co-defendant Waiel Anton as a 'consultant,' along with another individual who had agreed to pay Garmo a kickback." A true and correct copy of the press release is attached hereto as Exhibit 1. PLAINTIFF is informed and believes and on that basis alleges that the factual statements in the press release are true and thus incorporates them into this pleading by reference.

[1] PLAINTIFF's use of the five classifications of the Defendants is not intended to imply that none of the Defendants meets the criteria for a different classification (or that there are no undiscovered classifications). After a reasonable opportunity to conduct discovery, PLAINTIFF may learn, for example, that a Law-Enforcement Defendant should also be classified as one of the Dispensary Defendants or that a Dispensary Defendant should also be classified as one of the Landlord Defendants.

8. Also on or about September 15, 2020, MARCO executed a plea agreement in the criminal proceeding commonly known as *United States of America v. Morad Marco Garmo*, U.S. District Court (S.D. Cal.) case no. 19-cr-4768GPC. In the "Factual Basis" portion of the plea agreement, MARCO stated as follows: "Defendant also abused his position by disclosing confidential law enforcement information. On July 10, 2018, Defendant called his cousin ('Individual 4') and tipped him off that Campo Greens (an illegal marijuana dispensary in Defendant's area of responsibility at SDCSD [*i.e.*, the San Diego County Sheriff's Department]) was scheduled to be searched by SDCSD personnel the following morning. Defendant did this to warn his other cousin ('Individual 3'), who was also Individual 4's brother, and who had an ownership interest in Campo Greens, as Defendant knew. On July 11, 2018, Defendant called Individual 4 to notify him that the scheduled search of Campo Greens had been canceled. [¶] Defendant admits that he provided this information to Individual 3 for the purpose of helping Campo Greens (and Individual 4) evade law enforcement officers and avoid the seizure of the illegal dispensary's narcotics and proceeds. [¶] Defendant further abused his position by seeking to profit from a condemned property used as an unlicensed marijuana dispensary. Between May 2018 and August 2018, Defendant recommended that Individual 6 (the landlord for an unlicensed marijuana dispensary that was condemned by San Diego County following an SDCSD search) hire Anton [*i.e.*, ANTON] and Individual 5 (then a San Diego County employee) as 'consultants' to help get Individual 6's property reopened. Under the plan, Anton would pretend to rent Individual 6's property, and Individual 5 would facilitate the property's reopening with the County. In exchange for recommending Individual 5 as a 'consultant' to Individual 6, Defendant was to receive 10% of Individual 5's fee. When Individual 6 declined to hire Anton and Individual 5, Defendant told Individual 5 (who was still employed at the County at the time) to tell the County to 'piss on' Individual 6. [¶] During the investigation of this conduct, Defendant obstructed justice by making material false statements to agents of the FBI and ATF concerning matters within their jurisdiction. Specifically, Defendant falsely denied making straw purchases, and falsely claimed he would not put his deputies in harm's way by notifying the subjects of an impending search warrant. Defendant also falsely denied receiving any money from Anton after the sale of a Ruger handgun to Anton in January 2019, which he knew was a false statement because Defendant had received $100 from Anton on or after February 5, 2019 as described above.

Defendant knew that it was unlawful to make such false statements." With respect to the "Factual Basis," MARCO signed the plea agreement under penalty of perjury. A true and correct copy of the plea agreement is attached hereto as Exhibit 2. PLAINTIFF is informed and believes and on that basis alleges that all statements in the "Factual Basis" in the plea agreement (not just those quoted above) are true and thus incorporates them into this pleading by reference.

9. PLAINTIFF is informed and believes and on that basis alleges as follows:

A. Each of the Dispensary Defendants owns and/or operates at least one dispensary that sells cannabis and cannabis-related products to the public through intra-state and inter-state commerce and/or communications with customers, suppliers, and/or employees over interstate telecommunications infrastructure but without having first obtained the requisite legal authorization to do so. By way of example and not limitation:

i. For a substantial period of time since June 2018, one or more of the Dispensary Defendants have operated at least one unlicensed cannabis dispensary in San Diego County, without a license issued by the CBCC. One such unlicensed dispensary used to be known as "Campo Greens" but has since changed its name to and currently advertises itself as "Valley Greens."

ii. One or more of the Dispensary Defendants were described in MARCO's plea agreement as Individuals 3 and 4.

iii. At all times since June 27, 2017, Health and Safety Code Section 11360(a) has provided as follows: "Except as otherwise provided by this section or as authorized by law, every person who transports, imports into this state, sells, furnishes, administers, or gives away, or offers to transport, import into this state, sell, furnish, administer, or give away, or attempts to import into this state or transport any cannabis shall be punished as follows: (1) Persons under the age of 18 years shall be punished in the same manner as provided in paragraph (1) of subdivision (b) of Section 11357. (2) Persons 18 years of age or over shall be punished by imprisonment in a county jail for a period of not more than six months or by a fine of not more than five hundred dollars ($500), or by both such fine and imprisonment. (3) Notwithstanding paragraph (2), a person 18 years of age or over may be punished by imprisonment pursuant to subdivision (h) of Section 1170 of the Penal Code for a period of two, three, or four years if: (A) The person has one or more prior convictions for an offense specified

in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 of the Penal Code or for an offense requiring registration pursuant to subdivision (c) of Section 290 of the Penal Code; (B) The person has two or more prior convictions under paragraph (2); (C) The offense involved the knowing sale, attempted sale, or the knowing offer to sell, furnish, administer, or give away cannabis to a person under the age of 18 years; or (D) The offense involved the import, offer to import, or attempted import into this state, or the transport for sale, offer to transport for sale, or attempted transport for sale out of this state, of more than 28.5 grams of cannabis or more than four grams of concentrated cannabis."

iv. At all times since June 27, 2017, Business and Professions Code Section 26051(a) has provided as follows: "The Cartwright Act, the Unfair Practices Act, the Unfair Competition Law, and the other provisions of Part 2 (commencing with Section 16600) of Division 7 apply to all licensees regulated under this division."

B. Each of the Landlord Defendants owns and/or operates at least one parcel of real property in San Diego County that is rented to one or more of the Dispensary Defendants and used as an illegal cannabis dispensary that is engaged in intra-state and inter-state commerce and/or communications with customers, suppliers, and/or employees over interstate telecommunications infrastructure. By way of example and not limitation:

i. SDCA owns the real property commonly known as 9960 Campo Road in the Spring Valley community of San Diego County and rents at least a portion of the property to the owners and/or operators of the unlicensed dispensary known as Valley Greens. The CBCC's search engine does not show any records of a license issued to any owner or operator with a street address bearing the number 9960. Attached hereto as Exhibit 3 is a true and correct copy of the search engine's results when queried for a licensee having that street number.

ii. ARS owns the real property commonly known as 10537 Campo Road in the Spring Valley community of San Diego County and rents at least a portion of the property to the owners and/or operators of the unlicensed dispensary known as Highway 94 Medical Dispensary. The CBCC's search engine does not show any records of a license issued to any owner or operator with a

street address bearing the number 10537. Attached hereto as Exhibit 4 is a true and correct copy of the search engine's results when queried for a licensee having that street number.

iii. JTH, HFT, or both of them own the real property commonly known as 14315 Olde Highway 80 in the El Cajon community of San Diego County and rent, on a for-profit basis, at least a portion of the property to the owners and/or operators of the unlicensed dispensary known as Grabud. The CBCC's search engine does not show any records of a license issued to any owner or operator with a street address bearing the number 14315. Attached hereto as Exhibit 5 is a true and correct copy of the search engine's results when queried for a licensee having that street number.

iv. The CBCC's search engine does not show any records of a license issued to any owner or operator in the 91978 ZIP-code area. Attached hereto as Exhibit 6 is a true and correct copy of the search engine's results when queried for a licensee in that ZIP-code area.

v. The CBCC's search engine does not show any records of a license issued to any owner or operator in the 92021 ZIP-code area. Attached hereto as Exhibit 7 is a true and correct copy of the search engine's results when queried for a licensee in that ZIP-code area.

C. Each of the Advertiser Defendants owns and/or operates at least one publication that, on a for-profit basis, distributes over interstate telecommunications infrastructure advertisements paid for by one or more of the Dispensary Defendants for the purpose of promoting an illegal cannabis dispensary. By way of example and not limitation:

i. Each week since at least July 2019, the *San Diego Reader* has included advertisements for cannabis dispensaries in its weekly publication.

ii. Not every advertisement for a cannabis dispensary that is published in the *San Diego Reader* includes the number of the CBCC license issued to the dispensary. For example, multiple weeks' issues of the publication issued in 2021 alone have included advertisements for cannabis dispensaries but only one of them PLAINTIFF's advertisement included the dispensary's license number. Attached hereto as Exhibit 8 is a true and correct copy of some of the advertisements that the *San Diego Reader* has published so far in 2021.

iii. Not every advertisement for a cannabis dispensary that is published in the *San Diego Reader* is for a CBCC-licensed dispensary. For example, multiple weeks' issues of the

publication issued in 2021 alone have included advertisements for cannabis dispensaries that do not have a license. *See* Exhibit 8 hereto.

iv. READER has been notified that PLAINTIFF objects to the *San Diego Reader*'s illegal advertisements for cannabis-related businesses. For example, within the last 12 months, one of PLAINTIFF's representatives visited READER's business office, pointed out that many of the published advertisements are illegal, and asked READER to stop publishing them. Despite that request, READER continues to publish illegal advertisements.

v. At all times since June 27, 2017, Business and Professions Code Section 26150(b) has provided as follows: "'Advertisement' includes any written or verbal statement, illustration, or depiction which is calculated to induce sales of cannabis or cannabis products, including any written, printed, graphic, or other material, billboard, sign, or other outdoor display, public transit card, other periodical literature, publication, or in a radio or television broadcast, or in any other media; except that such term shall not include: (1) Any label affixed to any cannabis or cannabis products, or any individual covering, carton, or other wrapper of that container that constitutes a part of the labeling under provisions of this division. (2) Any editorial or other reading material, such as a news release, in any periodical or publication or newspaper for the publication of which no money or valuable consideration is paid or promised, directly or indirectly, by any licensee, and which is not written by or at the direction of the licensee."

vi. At all times since June 27, 2017, Business and Professions Code Section 26151(a)(1) has provided as follows: "All advertisements and marketing shall accurately and legibly identify the licensee responsible for its content, by adding, at a minimum, the licensee's license number."

D. Each of the Money-Laundering Defendants has installed at least one ATM machine in an unlicensed dispensary operated by one or more of the Dispensary Defendants, with the machine using interstate telecommunications infrastructure to record the transactions processed by the machine. By way of example and not limitation:

i. HZ, DK, or both own, operates, and/or otherwise control an ATM machine installed at an unlicensed dispensary located at 9960 Campo Road in the Spring Valley

community of San Diego County; and an ATM machine installed at another unlicensed dispensary located at 10537 Campo Road in the Spring Valley community of San Diego County.

ii. HZ, DK, or both own, operate, or otherwise control lawful liquor-store and/or convenience-store businesses known as "Third Avenue Mini Mart," "Ernie's Liquor," "Alta Dena Drive Thru Market," "Clairemont Liquor," and/or "Anchor Liquor"; and use one or more of the bank accounts of those lawful businesses to launder the proceeds from the illegal sales that take place at the unlicensed dispensaries.

iii. HZ, DK, or both keep a portion of the proceeds from the illegal sales as profits, or receive some other valuable consideration, in exchange for providing the ATM machines.

E. Each of the Manufacturing Defendants sells consumable cannabis products at one or more unlicensed dispensaries. By way of example and not limitation:

i. The manufacturer of Dabzilla Sour Bears sells its products to one or more of the Dispensary Defendants, for resale to consumers.

ii. The manufacturer of Green Magic Delights sells its products to one or more of the Dispensary Defendants, for resale to consumers.

F. Each of the Law-Enforcement Defendants was or is employed by a public agency that is responsible for enforcing criminal laws that prohibit the operation of an unlicensed cannabis dispensary but, in exchange for kickbacks and/or other valuable consideration (that is, above their public-agency compensation) provided by the Dispensary Defendants, Landlord Defendants, and/or Money-Laundering Defendants, has affirmatively aided and abetted those owners and/or operators so that they would not be caught in the act of and prosecuted for breaking those laws. By way of example and not limitation:

i. MARCO used to be employed by the San Diego County Sheriff's Department ("SDCSD"). In that role, he supervised the Department's law-enforcement activities in the geographic portion of the County where the vast majority of illegal cannabis dispensaries operate, including the execution of search warrants on suspected unlicensed dispensaries. Prior to the execution of a search warrant on an unlicensed dispensary known as Campo Greens, which at the time was owned and/or operated by one or more of the Dispensary Defendants, MARCO notified one of them that the

execution of a search warrant on the dispensary's premises was imminent. MARCO also notified one or more of the Dispensary Defendants that the search warrant's execution had been canceled.

ii. MARCO was not acting alone in aiding and abetting the Dispensary Defendants and Landlord Defendants before he was arrested by federal authorities.

iii. Even after MARCO was arrested by federal authorities and ceased to be employed by SDCSD, other Defendants continued to aid and abet the Dispensary Defendants, Landlord Defendants, and/or Money-Laundering Defendants.

FIRST CAUSE OF ACTION:
Violations of Anti-Racketeering Law, 18 U.S.C. § 1961 *et seq.*
(Against All Defendants)

10. The preceding allegations in this pleading are fully incorporated into this paragraph.

11. At all times relevant to this lawsuit, Section 1961 of Title 18 of the United States Code ("Section 1961") has provided in pertinent part as follows: "As used in this chapter--(1) "racketeering activity" means (A) any act or threat involving murder, kidnapping, gambling, arson, robbery, bribery, extortion, dealing in obscene matter, or dealing in a controlled substance or listed chemical (as defined in section 102 of the Controlled Substances Act), which is chargeable under State law and punishable by imprisonment for more than one year; (B) any act which is indictable under any of the following provisions of title 18, United States Code: Section 201 (relating to bribery), section 224 (relating to sports bribery), sections 471, 472, and 473 (relating to counterfeiting), section 659 (relating to theft from interstate shipment) if the act indictable under section 659 is felonious, section 664 (relating to embezzlement from pension and welfare funds), sections 891-894 (relating to extortionate credit transactions), section 1028 (relating to fraud and related activity in connection with identification documents), section 1029 (relating to fraud and related activity in connection with access devices), section 1084 (relating to the transmission of gambling information), section 1341 (relating to mail fraud), section 1343 (relating to wire fraud), section 1344 (relating to financial institution fraud), section 1351 (relating to fraud in foreign labor contracting), section 1425 (relating to the procurement of citizenship or nationalization unlawfully), section 1426 (relating to the reproduction of naturalization or citizenship papers), section 1427 (relating to the sale of naturalization or citizenship papers), sections 1461-1465 (relating to obscene matter), section 1503 (relating to obstruction of justice), section 1510

(relating to obstruction of criminal investigations), section 1511 (relating to the obstruction of State or local law enforcement), section 1512 (relating to tampering with a witness, victim, or an informant), section 1513 (relating to retaliating against a witness, victim, or an informant), section 1542 (relating to false statement in application and use of passport), section 1543 (relating to forgery or false use of passport), section 1544 (relating to misuse of passport), section 1546 (relating to fraud and misuse of visas, permits, and other documents), sections 1581-1592 (relating to peonage, slavery, and trafficking in persons).,1 sections 1831 and 1832 (relating to economic espionage and theft of trade secrets), section 1951 (relating to interference with commerce, robbery, or extortion), section 1952 (relating to racketeering), section 1953 (relating to interstate transportation of wagering paraphernalia), section 1954 (relating to unlawful welfare fund payments), section 1955 (relating to the prohibition of illegal gambling businesses), section 1956 (relating to the laundering of monetary instruments), section 1957 (relating to engaging in monetary transactions in property derived from specified unlawful activity), section 1958 (relating to use of interstate commerce facilities in the commission of murder-for-hire), section 1960 (relating to illegal money transmitters), sections 2251, 2251A, 2252, and 2260 (relating to sexual exploitation of children), sections 2312 and 2313 (relating to interstate transportation of stolen motor vehicles), sections 2314 and 2315 (relating to interstate transportation of stolen property), section 2318 (relating to trafficking in counterfeit labels for phonorecords, computer programs or computer program documentation or packaging and copies of motion pictures or other audiovisual works), section 2319 (relating to criminal infringement of a copyright), section 2319A (relating to unauthorized fixation of and trafficking in sound recordings and music videos of live musical performances), section 2320 (relating to trafficking in goods or services bearing counterfeit marks), section 2321 (relating to trafficking in certain motor vehicles or motor vehicle parts), sections 2341-2346 (relating to trafficking in contraband cigarettes), sections 2421-24 (relating to white slave traffic), sections 175-178 (relating to biological weapons), sections 229-229F (relating to chemical weapons), section 831 (relating to nuclear materials), (C) any act which is indictable under title 29, United States Code, section 186 (dealing with restrictions on payments and loans to labor organizations) or section 501(c) (relating to embezzlement from union funds), (D) any offense involving fraud connected with a case under title 11 (except a case under section 157 of this title), fraud in the sale of securities, or the felonious

manufacture, importation, receiving, concealment, buying, selling, or otherwise dealing in a controlled substance or listed chemical (as defined in section 102 of the Controlled Substances Act), punishable under any law of the United States, (E) any act which is indictable under the Currency and Foreign Transactions Reporting Act, (F) any act which is indictable under the Immigration and Nationality Act, section 274 (relating to bringing in and harboring certain aliens), section 277 (relating to aiding or assisting certain aliens to enter the United States), or section 278 (relating to importation of alien for immoral purpose) if the act indictable under such section of such Act was committed for the purpose of financial gain, or (G) any act that is indictable under any provision listed in section 2332b(g)(5)(B); (2) "State" means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, any political subdivision, or any department, agency, or instrumentality thereof; (3) "person" includes any individual or entity capable of holding a legal or beneficial interest in property; (4) "enterprise" includes any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity; [and] (5) "pattern of racketeering activity" requires at least two acts of racketeering activity, one of which occurred after the effective date of this chapter and the last of which occurred within ten years (excluding any period of imprisonment) after the commission of a prior act of racketeering activity. * * *"

12. At all times relevant to this lawsuit, Section 1962 of Title 18 of the United States Code ("Section 1962") has provided as follows: "(a) It shall be unlawful for any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity or through collection of an unlawful debt in which such person has participated as a principal within the meaning of section 2, title 18, United States Code, to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of, any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce. A purchase of securities on the open market for purposes of investment, and without the intention of controlling or participating in the control of the issuer, or of assisting another to do so, shall not be unlawful under this subsection if the securities of the issuer held by the purchaser, the members of his immediate family, and his or their accomplices in any pattern or racketeering activity or the collection

of an unlawful debt after such purchase do not amount in the aggregate to one percent of the outstanding securities of any one class, and do not confer, either in law or in fact, the power to elect one or more directors of the issuer. (b) It shall be unlawful for any person through a pattern of racketeering activity or through collection of an unlawful debt to acquire or maintain, directly or indirectly, any interest in or control of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce. (c) It shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt. (d) It shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section."

13. At all times relevant to this lawsuit, Section 1964(c) of Title 18 of the United States Code ("Section 1964(c)") has provided as follows: "Any person injured in his business or property by reason of a violation of section 1962 of this chapter may sue therefor in any appropriate United States district court and shall recover threefold the damages he sustains and the cost of the suit, including a reasonable attorney's fee, except that no person may rely upon any conduct that would have been actionable as fraud in the purchase or sale of securities to establish a violation of section 1962. The exception contained in the preceding sentence does not apply to an action against any person that is criminally convicted in connection with the fraud, in which case the statute of limitations shall start to run on the date on which the conviction becomes final."[2]

14. Plaintiff is informed and believes and on that basis alleges as follows:

A. Within the last four years, the racketeering enterprise being challenged in this lawsuit has worked as follows for the collective purpose of profiting off the unlicensed sale of cannabis: (*i*) the Dispensary Defendants operate in San Diego County without any land-use or other legal authorization to sell cannabis and cannabis-related products; (*ii*) the Landlord Defendants knowingly and continuously rent office, retail, and other premises to the Dispensary Defendants, usually at rental rates that greatly exceed the fair-market value of the premises and based on other deviations from the

[2] *See also Tafflin v. Levitt*, 493 U.S. 455, 460 (1990) ("Because we find none of these factors present with respect to civil claims arising under RICO [to divest state courts of jurisdiction], we hold that state courts retain their presumptive authority to adjudicate such claims."); *Cianci v. Superior Ct.*, 40 Cal.3d 903 (1985) ("Although the question is not without difficulty, we conclude for the reasons given below that state courts have concurrent jurisdiction over RICO claims.").

Landlord Defendants' normal leasing policies and practices, and knowing that the Dispensary Defendants do not have the requisite government authorization to operate lawfully at the premises; (*iii*) the Advertiser Defendants knowingly and continuously publish the Dispensary Defendants' advertisements both in print and online through interstate telecommunications infrastructure without requiring them to contain a license number from the CBCC, usually at advertising rates that greatly exceed the Advertiser Defendants' rates for non-cannabis advertisements and with full knowledge that state law requires every cannabis-related advertisements to contain the dispensary's license number; (*iv*) the Money-Laundering Defendants "launder" proceeds from the Dispensary Defendants' illegal sales so that those proceeds can be kept as Dispensary Defendants' illegal profits and/or used to pay the Landlord Defendants, Advertising Defendants, and/or Law-Enforcement Defendants; (*v*) the Manufacturing Defendants sell their products to one or more of the Dispensary Defendants for resale to consumers, the proceeds from which are used to pay the Landlord Defendants, Advertising Defendants, Money-Laundering Defendants, and/or Law-Enforcement Defendants and the remainder of which are kept as the Dispensary Defendants' illegal profits; and (*vi*) the Law-Enforcement Defendants knowingly and continuously receive kickbacks and/or other valuable consideration from the Dispensary Defendants and/or Landlord Defendants in exchange for giving the Dispensary Defendants, Landlord Defendants, and/or Advertiser Defendants advance notice of or de-facto immunity to raids, search-warrant executions, and other law-enforcement activities that could expose them to arrest or disruption of their illegal business activities and thereby adversely affect the profits they make from those activities. Each of the foregoing activities continues to this day; alternatively, one or more of the activities recently ended without notice to PLAINTIFF.

B. The Dispensary Defendants, the Landlord Defendants, the Advertiser Defendants, the Money-Laundering Defendants, the Manufacturing Defendants, and the Law-Enforcement Defendants all need (and in the past needed) each other in order to maximize their long-term profits, and their illegal enterprise would not last long without even one of the four sectors being actively and continuously engaged in the enterprise. Their arrangement is a classic example of, figuratively speaking, everyone scratching everyone else's back. By way of example and not limitation:

i. The Dispensary Defendants would be unable to engage in illegal sales and profit thereby if it were not for the fact that the Landlord Defendants were and are ready, willing, and able to provide, and do provide, the Dispensary Defendants with premises where the illegal sales take place (so that customers who prefer to buy cannabis-related products from a brick-and-mortar facility can do so); the Advertiser Defendants were and are ready, willing, and able to publish, and do publish, the Dispensary Defendants' advertisements and without the requisite license number from the CBCC (so that customers looking for cannabis-related products can find the Dispensary Defendants' operations); the Money-Laundering Defendants were and are ready, willing, and able to launder, and do launder, the cash proceeds from the Dispensary Defendants' illegal sales through bank accounts controlled by legitimate businesses, with the proceeds funneled back to the Dispensary Defendants as ostensibly lawful revenues; the Manufacturing Defendants were and are ready, willing, and able to provide, and did and/or do provide, the Dispensary Defendants with consumable cannabis products that (because of their inferior ingredients) are highly profitable; and the Law-Enforcement Defendants were and are ready, willing, and able to provide, and did and/or do provide, the Dispensary Defendants and their illegal operations with protection from proper law-enforcement activities (so that the Dispensary Defendants do not end up in jail).

ii. The Landlord Defendants would be unable to charge exorbitant rents if it were not for the fact that the Dispensary Defendants were and are ready, willing, and able to pay, and do pay, those exorbitant rents (since the Dispensary Defendants' profit margins are substantially higher than those of licensed businesses); the Advertiser Defendants were and are ready, willing, and able to publish, and do publish, the Dispensary Defendants' illegal advertisements that law-biding advertisement publishers will not publish (making sure that the Dispensary Defendants have a steady stream of business); the Money-Laundering Defendants were and are ready, willing, and able to launder, and do launder, the cash proceeds from the Dispensary Defendants' illegal sales through bank accounts controlled by legitimate businesses, with the proceeds funneled back to the Landlord Defendants as ostensibly lawful rent payments; the Manufacturing Defendants were and are ready, willing, and able to provide, and did and/or do provide, the Dispensary Defendants with consumable cannabis products that (because of their inferior ingredients) are highly profitable and generate monies used to pay the

Landlord Defendants; and the Law-Enforcement Defendants were and are ready, willing, and able to provide, and did and/or do provide, the Dispensary Defendants and their illegal operations with protection from proper law-enforcement activities (so that the Dispensary Defendants can pay their rent rather than having to pay criminal-defense lawyers and fines and/or end up in jail).

iii. The Advertiser Defendants would be unable to charge a premium for advertising space if it were not for the fact that the Dispensary Defendants were and are ready, willing, and able to pay, and do pay, a premium for the dissemination of advertisements that law-biding publishers will not disseminate (making sure that the Dispensary Defendants have a steady stream of business); the Landlord Defendants were and are ready, willing, and able to provide, and do provide, the Dispensary Defendants with premises where the illegal sales take place (so that customers who prefer to buy cannabis-related products from a brick-and-mortar facility can do so); the Money-Laundering Defendants were and are ready, willing, and able to launder, and do launder, the cash proceeds from the Dispensary Defendants' illegal sales through bank accounts controlled by legitimate businesses, with the proceeds funneled back to the Advertising Defendants as ostensibly lawful advertising payments; the Manufacturing Defendants were and are ready, willing, and able to provide, and did and/or do provide, the Dispensary Defendants with consumable cannabis products that (because of their inferior ingredients) are highly profitable and generate monies used to pay the Advertiser Defendants; and the Law-Enforcement Defendants were and are ready, willing, and able to provide, and did and/or do provide, the Dispensary Defendants and their illegal business operations with protection from proper law-enforcement activities (so that the Dispensary Defendants can pay their rent rather than having to pay criminal-defense lawyers and fines and/or end up in jail).

iv. The Money-Laundering Defendants would be unable keep a portion of the proceeds from the unlicensed dispensaries illegal sales as profits, or receive some other valuable consideration, in exchange for providing the ATM machines if it were not for the fact that the Dispensary Defendants were and are ready, willing, and able to compensate, and do compensate, the Money-Laundering Defendants for the use of the ATM machines (ensuring that the Dispensary Defendants' customers have ready access to cash they can use to make illegal purchases at the unlicensed dispensaries); the Advertiser Defendants were and are ready, willing, and able to publish,

and do publish, the Dispensary Defendants' illegal advertisements that law-biding advertisement publishers will not publish (making sure that the Dispensary Defendants have a steady stream of business); the Manufacturing Defendants were and are ready, willing, and able to provide, and did and/or do provide, the Dispensary Defendants with consumable cannabis products that (because of their inferior ingredients) are highly profitable and generate monies used to pay the Money-Laundering Defendants; and the Law-Enforcement Defendants were and are ready, willing, and able to provide, and did and/or do provide, the Dispensary Defendants and their illegal business operations with protection from proper law-enforcement activities (so that the Dispensary Defendants can continue to operate and offer their customers ready access to cash through the Money-Laundering Defendants' ATM machines).

v. The Manufacturing Defendants would be unable to sell their consumable cannabis products and profit as they do therefrom if it were not for the fact that the Dispensary Defendants are ready, willing, and able to sell, and did and/or do sell, the Manufacturing Defendants' products to consumers; the Landlord Defendants were and are ready, willing, and able to provide, and do provide, the Dispensary Defendants with premises where illegal sales take place (so that customers who prefer to buy Manufacturing Defendants' products from a brick-and-mortar facility can do so); the Advertiser Defendants were and are ready, willing, and able to publish, and do publish, the Dispensary Defendants' illegal advertisements and thereby generate sales of the Manufacturing Defendants' products; the Money-Laundering Defendants were and are ready, willing, and able to launder, and do launder, the cash proceeds from the Dispensary Defendants' illegal sales of Manufacturing Defendants' products through bank accounts controlled by legitimate businesses, with the proceeds funneled back to the Manufacturing Defendants as payments for inventory purchases; and the Law-Enforcement Defendants were and are ready, willing, and able to provide, and did and/or do provide, the Dispensary Defendants and their illegal business operations with protection from proper law-enforcement activities (so that the Dispensary Defendants can continue to operate and offer their customers ready access to the Manufacturing Defendants' products).

vi. The Law-Enforcement Defendants would be unable to extract kickbacks and/or other valuable consideration if it were not for the fact that the Dispensary Defendants and/or Landlord Defendants were and are ready, willing, and able to compensate, and did and/or do

compensate, the Law-Enforcement Defendants for the protection they provide (ensuring that the Dispensary Defendants and the Landlord Defendants can continue making outsized profits that are used to compensate the Law-Enforcement Defendants); the Advertiser Defendants were and are ready, willing, and able to publish, and do publish, the Dispensary Defendants' illegal advertisements (making sure that the Dispensary Defendants have a steady stream of business that generates that profits that are used to compensate the Law-Enforcement Defendants); the Money-Laundering Defendants were and are ready, willing, and able to launder, and do launder, the cash proceeds from the Dispensary Defendants' illegal sales through bank accounts controlled by legitimate businesses, with the proceeds funneled back to the Law-Enforcement Defendants as kickback payments; and the Manufacturing Defendants were and are ready, willing, and able to provide, and did and/or do provide, the Dispensary Defendants with consumable cannabis products that (because of their inferior ingredients) are highly profitable and generate monies used to pay the Law-Enforcement Defendants.

15. The Defendants' racketeering enterprise, and the specific conduct of each of the Defendants as alleged in this pleading, is not only illegal but known to each of them to be illegal and carried out anyway.

16. PLAINTIFF has been substantially damaged by the Defendants' illegal racketeering enterprise and misconduct. By way of example and not limitation:

A. PLAINTIFF has lost profits. The Dispensary Defendants charge slightly less money for what consumers believe to be comparable cannabis-related products.[3] However, the Dispensary Defendants do not have to pay taxes on their sales transactions; often pay employees cash in order to avoid expenses like payroll taxes, workers' compensation insurance, and health insurance; do not pay licensing fees; and do not have to incur any expenses associated with regulatory compliance (*e.g.*, lawyers and accountants).

B. PLAINTIFF has had to increase its advertising and marketing expenditures, which reduces profits, in order to offset the additional competition from the Dispensary Defendants.

C. PLAINTIFF has had to suppress its prices in order to mitigate against further loss of business due to illegal competition from the Dispensary Defendants and illegal advertising by the Advertiser Defendants.

[3] In reality, the products are almost always of inferior quality and safety.

SECOND CAUSE OF ACTION:
Violations of Unfair Competition Law, BUS. & PROF. CODE § 17200 *et seq.*
(Against All Defendants)

17. The preceding allegations in this pleading are fully incorporated into this paragraph.

18. At all times relevant to this lawsuit, Business and Professions Code Section 17200 ("Section 17200") has provided as follows: "As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code."

19. At all times relevant to this lawsuit, Business and Professions Code Section 17201 ("Section 17201") has provided as follows: "As used in this chapter, the term person shall mean and include natural persons, corporations, firms, partnerships, joint stock companies, associations and other organizations of persons."

20. At all times relevant to this lawsuit, Business and Professions Code Section 17203 ("Section 17203") has provided as follows: "Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition."

21. At all times relevant to this lawsuit, Business and Professions Code Section 17205 has provided as follows: "Unless otherwise expressly provided, the remedies or penalties provided by this chapter are cumulative to each other and to the remedies or penalties available under all other laws of this state."

22. PLAINTIFF is informed and believes and on that basis alleges as follows:

A. Each of the Defendants is a "person" within the meaning of Sections 17201 and 17203.

B. Each of the Defendants has (within the last four years[4]), and/or is currently, engaged in conduct proscribed by Sections 17200 and 17203.

[4] *See* BUS. & PROF. CODE § 17208.

C. Each of the Defendants has (within the last four years) obtained, and/or is currently obtaining, money as a result of conduct proscribed by Sections 17200 and 17203.

23. PLAINTIFF has lost, and continues to lose, money as a result of the Defendants' unfair competition; and thus PLAINTIFF has suffered, and continues to suffer, injuries in fact as a result the Defendants' unfair competition.

THIRD CAUSE OF ACTION:
Violations of False Advertising Law, BUS. & PROF. CODE § 17500 *et seq.*
(Against All Defendants)

24. The preceding allegations in this pleading are fully incorporated into this paragraph.

25. At all times relevant to this lawsuit, Business and Professions Code Section 17500 ("Section 17500") has provided as follows: "It is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services, professional or otherwise, or anything of any nature whatsoever or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement, concerning that real or personal property or those services, professional or otherwise, or concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated therein, or as so advertised. Any violation of the provisions of this section is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a fine not exceeding two thousand five hundred dollars ($2,500), or by both that imprisonment and fine."

26. At all times relevant to this lawsuit, Business and Professions Code Section 17502 has provided as follows: "This article does not apply to any visual or sound radio broadcasting station, to

any internet service provider or commercial online service, or to any publisher of a newspaper, magazine, or other publication, who broadcasts or publishes, including over the Internet, an advertisement in good faith, without knowledge of its false, deceptive, or misleading character."

27. At all times relevant to this lawsuit, Business and Professions Code Section 17505 ("Section 17505") has provided as follows: "No person shall state, in an advertisement of his goods, that he is a producer, manufacturer, processor, wholesaler, or importer, or that he owns or controls a factory or other source of supply of goods, when such is not the fact, and no person shall in any other manner misrepresent the character, extent, volume, or type of his business."

28. At all times relevant to this lawsuit, Business and Professions Code Section 17506 ("Section 17506") has provided as follows: "As used in this chapter, 'person' includes any individual, partnership, firm, association, or corporation."

29. At all times relevant to this lawsuit, Business and Professions Code Section 17534 has provided as follows: "Any person, firm, corporation, partnership or association or any employee or agent thereof who violates this chapter is guilty of a misdemeanor."

30. At all times relevant to this lawsuit, Business and Professions Code Section 17534.5 has provided as follows: "Unless otherwise expressly provided, the remedies or penalties provided by this chapter are cumulative to each other and to the remedies or penalties available under all other laws of this state."

31. At all times relevant to this lawsuit, Business and Professions Code Section 17535 has provided as follows: "Any person, corporation, firm, partnership, joint stock company, or any other association or organization which violates or proposes to violate this chapter may be enjoined by any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person, corporation, firm, partnership, joint stock company, or any other association or organization of any practices which violate this chapter, or which may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of any practice in this chapter declared to be unlawful. [¶] Actions for injunction under this section may be prosecuted by the Attorney General or any district attorney, county counsel, city attorney, or city prosecutor in this state

in the name of the people of the State of California upon their own complaint or upon the complaint of any board, officer, person, corporation or association or by any person who has suffered injury in fact and has lost money or property as a result of a violation of this chapter. Any person may pursue representative claims or relief on behalf of others only if the claimant meets the standing requirements of this section and complies with Section 382 of the Code of Civil Procedure, but these limitations do not apply to claims brought under this chapter by the Attorney General, or any district attorney, county counsel, city attorney, or city prosecutor in this state."

32. PLAINTIFF is informed and believes and on that basis alleges as follows

A. Each of the Defendants is a "person" within the meaning of Sections 17500, 17505, and 17506.

B. Each of the Defendants has (within the last three years[5]) has, and/or is currently, engaged in conduct proscribed by Sections 17500 and/or 17505.

C. Each of the Defendants has (within the last three years) obtained, and/or is currently obtaining, money as a result of conduct proscribed by Sections 17500 and/or 17505.

33. PLAINTIFF has lost, and continues to lose, money as a result of the Defendants' unfair competition; and thus PLAINTIFF has suffered, and continues to suffer, injuries in fact as a result the Defendants' unfair competition.

Prayer

FOR ALL THESE REASONS, PLAINTIFF respectfully prays for the following relief against all Defendants (and any and all other parties who may oppose PLAINTIFF in this lawsuit) jointly and severally and to the extent available by law:

A. General damages according to proof;

B. Special damages according to proof;

C. Punitive damages according to proof;

D. Treble damages according to proof;

E. Declaratory relief;

F. Provisional and/or permanent injunctive relief;

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[5] *See* CIV. PROC. CODE § 338(a).

G. Specific relief, preventive relief, or both in order to enforce a penalty, forfeiture, or penal law as authorized by Business and Professions Code Section 17202;

H. Disgorgement of Defendants' illegal profits;

I. Any and all attorney fees and other court costs incurred by PLAINTIFF in connection with this lawsuit; and

J. Any and all further relief that this Court may deem appropriate.

Date: July 2, 2021.

Respectfully submitted,

BRIGGS LAW CORPORATION

By: Cory J. Briggs
Cory J. Briggs

Attorneys for Plaintiff Valley Greens Retail Outlet, Inc.

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF BASED ON RACKETEERING, UNFAIR BUSINESS PRACTICES, AND FALSE ADVERTISING

Exhibit 1

United States Department of Justice

THE UNITED STATES ATTORNEY'S OFFICE
SOUTHERN DISTRICT of CALIFORNIA

U.S. Attorneys » Southern District of California » News

Department of Justice

U.S. Attorney's Office

Southern District of California

FOR IMMEDIATE RELEASE Tuesday, September 15, 2020

Former Sheriff's Captain Pleads Guilty to Illegally Trafficking Firearms; Admits Corruption

Assistant U. S. Attorneys Nicholas Pilchak (619) 546-9709 or Andrew Haden (619) 546-6961

NEWS RELEASE SUMMARY – September 15, 2020

SAN DIEGO – Former San Diego County Sheriff's Captain Marco Garmo pleaded guilty in federal court today to illegally trafficking in firearms from his office in the Rancho San Diego Station and committing other corrupt acts spanning close to a quarter of his 27 years in the department.

As part of his plea, Garmo also admitted that he tipped off a marijuana dispensary that was about to be searched by Sheriff's officials – part-owned by his cousin – and pressured another illegal dispensary to hire his friend and co-defendant Waiel Anton as a "consultant," along with another individual who had agreed to pay Garmo a kickback.

In the plea agreement, Garmo admitted that he engaged in the business of dealing in firearms for profit without a license, which he knew was against the law. He acknowledged acquiring 144 firearms in less than six years, and selling or transferring 98 of them. His unlawful business provided Garmo several forms of compensation. In some transactions, he received a financial profit. In others, Garmo engaged in firearm sales to build good will for future favors related to his anticipated campaign for Sheriff of San Diego County. The charges against Garmo include a series of "straw purchases" in which Garmo falsely told dealers that he was acquiring handguns for himself, when in truth he was sourcing them for associates who could not buy them directly under California law.

Garmo admitted in his plea agreement that as a law enforcement officer, he occupied a position of public trust that he abused to commit these offenses. Specifically, California law provided Garmo with a series of special firearms privileges—like the ability to purchase an unlimited number of handguns per month, and the right to purchase newer-model "off-roster" handguns not approved for initial sale to civilians—and Garmo abused these privileges to conduct his unlicensed firearms dealing.

Garmo also abused his position of trust as the chief law enforcement officer in charge of the Rancho San Diego Station to tip off his cousin—a partner in an illegal marijuana dispensary known as "Campo Greens"—by providing information he had received about an impending search of the cousin's dispensary.

Garmo admitted lying to federal agent when a ked about the tip off during an interview, aying he would never put his fellow deputies "in harm's way" by notifying the targets of a search warrant. In the plea, Garmo specifically acknowledged that he provided this information in order to help his cousin and Campo Greens evade law enforcement officers and avoid the seizure of the dispensary's inventory and cash proceeds. Indeed, a alleged in the indictment, Campo Green taff heeded Garmo' ecret warning by emptying the store of its valuable products and cash proceeds in advance of the impending search.

According to the indictment, Garmo continued hi effort to unlawfully a i t hi cou in week later, by seeking help from a San Diego County employee when Campo Greens was served with a nuisance abatement letter by County Code Enforcement that would force the illegal dispensary to cease operations. Having received a copy of the letter from his cousin, Garmo texted the County employee to ask "can we pu h it back?" The County employee an wered, "Ye you can "

As part of today's guilty plea, Garmo admitted that he also sought to profit from a second unlicensed marijuana di pen ary, when the County condemned the property hou ing the di pen ary In the ummer of 2018, Garmo recommended that the dispensary's landlord hire co-defendant Waiel Anton and another individual—then working for the County—as "consultants" to help get the condemned property reopened. According to Garmo's plea agreement, Anton would pretend to rent the landlord's property. In exchange for recommending the County employee a a "con ultant," the employee agreed to pay 10 percent of their fee to Garmo as a kickback. Garmo admitted that, when the proposal fell through and the landlord declined to hire Anton and the County employee, Garmo retaliated by telling the employee to have the County "piss on" the landlord.

According to the indictment, Garmo was a Sheriff's deputy for the San Diego County Sheriff's Department for almost 27 years until September 20, 2019. In his plea, Garmo admitted that he was engaged in the unlawful acqui ition, tran fer, and ale of firearm during hi entire tenure a the Captain of the Rancho San Diego Station.

In fact, one of Garmo' firearm tran action involved a brazen ale in ide the Captain' Office of the Rancho San Diego Station on October 28, 2016. Garmo admitted that on that date, he and co-defendant Giovanni Tilotta (a licensed San Diego gun dealer) sold a Glock handgun, an AR-15 style rifle, and a Smith & Wesson handgun to a local defense attorney inside Garmo's office. Per the plea agreement, Garmo coordinated backdated paperwork to avoid the 10 day waiting period required by California law for handgun purchases, and Garmo supplied the attorney with San Diego Sheriff's Department-issued ammunition. Garmo expressly admitted that this sale violated California law, which requires firearms sales to be conducted at the dealer's premises, a gun show or special event, or at the buyer or seller's home.

This case involved stunning and sustained violations of the public trust by a high-ranking law enforcement officer who bent his public position to his private gain," said Attorney for the United States Linda Frakes. Thi office will not he itate to hold accountable anyone who think that their badge or office i a licen e to break the law. All of the honorable men and women serving their communities in law enforcement deserve no less."

Part of Garmo's unlicensed firearms dealing operation involved directing his immediate subordinate, co-defendant Fred Magana, in completing a straw purchase of two firearms for co-defendant Leo Hamel, when Magana was serving as a Lieutenant under Garmo's command. Magana entered a guilty plea on November 22, 2019 to aiding and abetting Garmo' firearm trafficking by participating in that tran action For his part, local jeweler and businessman Leo Hamel pleaded guilty the same day to aiding and abetting Garmo's unlicensed firearms dealing. In his plea agreement, Hamel admitted working with Tilotta to create falsified records to make firearms straw purchases appear legitimate. Hamel also acknowledged that Garmo benefited from hi arrangement with Hamel by ecuring Hamel' future upport for Garmo' anticipated campaign for Sheriff of San Diego County.

According to the indictment, Waiel Anton aided and abetted Garmo's unlicensed firearms dealing by helping Garmo's firearms buyers apply for permits to carry a concealed weapon ("CCW") as part of Anton's "consulting" business. Anton's "consulting" arrangement secured early CCW appointments for his clients to avoid a months-long backlog at the licensing desk—a benefit that Anton provided by leveraging his relationship with a member of the licensing staff to whom he had made an unlawful cash payment. In his plea today, Garmo admitted Anton's role, and acknowledged that Anton would pay Garmo a kickback of $100 per CCW applicant that Garmo referred to Anton. Garmo expressly admitted receiving such a kickback n early February 2019 in exchange for referring an undercover ATF agent to Anton for his "consulting" services, and then lying to federal agents asking about money Garmo had received from Anton.

Anton is also charged with obstruction of justice for repeatedly urging one of his "consulting" clients—in reality, an undercover agent—to lie to federal investigators following the search of Anton's residence in February. Per the indictment, Anton exhorted the undercover agent not to tell investigators about the $1,000 in cash Anton had charged the undercover agent to fast-track his CCW appointment, and to claim instead that Anton was helping him with his application because they were friends.

Garmo is set to be sentenced by U.S. District Judge Gonzalo P. Curiel on December 9, 2020 at 8:30 a.m. The next hearing in the ongoing case against Anton and Tilotta is set for October 8, 2020.

Garmo agreed to forfeit 58 firearms and 5,385 rounds of ammunition as part of his plea agreement. In total, approximately 291 firearms and 131,458 rounds of ammunition have been forfeited as part of this investigation.

Frakes praised the lead prosecutors on the case, Assistant U.S. Attorneys Nicholas Pilchak and Andrew Haden, as well as the dedicated investigators from the ATF and FBI. Frakes added that the U.S. Attorney's Office wishes to extend its sincerest gratitude to the San Diego County Sheriff's Department for initiating this investigation, and for their assistance and support throughout its course.

"ATF's committed to investigating and preventing firearms trafficking, and ensuring federal firearms laws are followed so criminals do not acquire guns," said ATF Los Angeles Field Division Special Agent in Charge Monique Villegas. "ATF will hold those who sell guns illegally accountable. ATF strives to keep our communities safe from gun-related crime."

"Rather than fulfill his sworn duty to uphold the law, former San Diego Sheriff's Department Captain Marco Garmo used his position to benefit himself and those he sold weapons to in his unlawful firearms business," said FBI Special Agent in Charge Suzanne Turner. "Garmo wore the badge, but ultimately, he failed his department and the public's trust. Today's plea demonstrates that no one is above the law – not even a high-ranking law enforcement official. At a time when many in the public are questioning their confidence in law enforcement, the FBI remains committed to vigorously pursuing corrupt and unlawful actions by those who wear the badge. Public confidence in law enforcement and upholding the integrity of dedicated law enforcement officers who honorably serve each and every day is a priority for the FBI."

U.S. v. Garmo, et. al, 19-CR-4768-GPC

Defendants

Morad Marco Garmo, 52 years old

Leo Joseph Hamel, 62 years old

Giovanni Vincenzo Tilotta, 38 years old

Fred Magana, 42 years old

Waiel Yousif Anton, 35 years old

Summary of Charges

Title 18, U.S.C., Sec. 922(a)(1)(A) – Engaging in the Business of Dealing in Firearms Without a License

Maximum Penalty: Five years in prison

Investigating Agencies

Bureau of Alcohol Tobacco Firearms & Explosives (ATF)

Federal Bureau of Investigation (FBI)

*The charges and allegations contained in an indictment are merely accusations. The defendants are considered innocent unless and until proven guilty.

Topic(s):
Firearms Offenses
Public Corruption

Component(s):
USAO - California, Southern

Press Release Number:
CAS20-0915-Garmo

Updated September 15, 2020

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF BASED ON RACKETEERING, UNFAIR BUSINESS PRACTICES, AND FALSE ADVERTISING

Exhibit 2

PETER J. MAZZA
Attorney for the United States
Acting Under Authority
Conferred by 28 U.S.C. § 515
NICHOLAS W. PILCHAK
Massachusetts Bar No. 669658
ANDREW R. HADEN
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Attorneys for the United States

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. MORAD MARCO GARMO, Defendant.	Case No. _19-cr-4768-GPC PLEA AGREEMENT

IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF AMERICA, through its counsel, Peter J. Mazza, Attorney for the United States Acting Under Authority Conferred by 28 U.S.C. § 515, Nicholas W. Pilchak and Andrew R. Haden, Assistant U.S. Attorneys, and Defendant, MORAD MARCO GARMO, through his counsel, Kevin Barry McDermott as follows:

I

THE PLEA

Defendant agrees to plead guilty to Count One of the Indictment, charging Defendant with Engaging in the Business of Dealing in Firearms Without a License, in violation of Title 18, United States Code,

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Sections 922(a)(1)(A), 923(a), 924(a)(1)(D), and 2. In addition, Defendant consents to the forfeiture allegations of the Indictment.

In exchange for entering a plea pursuant to this agreement, the United States agrees to (1) move to dismiss the remaining charges against Defendant without prejudice when Defendant is sentenced, and (2) not prosecute Defendant thereafter on such dismissed charges. The only exceptions are if Defendant breaches the terms of this plea agreement or if Defendant's guilty plea is set aside for any reason. If Defendant breaches this agreement or his guilty plea is set aside, section XII below shall apply.

II

NATURE OF THE OFFENSE

A. ELEMENTS EXPLAINED

The offense to which Defendant is pleading guilty has the following elements:

1. Defendant was willfully engaged in the business of dealing in firearms from March 2013 to February 13, 2019; and
2. During that time, Defendant did not have a license as a firearms dealer.

Someone who is engaged in the business as a dealer in firearms is defined as a person who devotes time, attention, and labor to dealing in firearms as a regular course of trade or business with the principal objective of livelihood and profit through the repetitive purchase and resale of firearms, but it does not include a person who makes occasional sales, exchanges, or purchases of firearms for the enhancement of a personal collection or for a hobby, or who sells all or part of his personal collection of firearms.

Def. Initials

B. ELEMENTS UNDERSTOOD AND ADMITTED – FACTUAL BASIS

Defendant has fully discussed the facts of this case with defense counsel. Defendant has committed each of the elements of the crime, and admits that there is a factual basis for this guilty plea. The following facts are true and undisputed:

1. Between March 2013 and February 13, 2019, Defendant acquired approximately 144 firearms and sold or otherwise transferred 98 firearms to other individuals. At no time did Defendant possess the Federal Firearms License ("FFL") required to lawfully engage in the business of dealing in firearms. Defendant knew, however, that an FFL was required for the repetitive purchase and resale of firearms for profit and livelihood, as he was doing. Defendant expressly admits that he knew that his conduct dealing in firearms was unlawful.

2. As a law enforcement officer, Defendant was permitted to purchase certain handguns that California law generally barred non-law enforcement officers from initially purchasing, typically referred to as off roster handguns. Defendant was also exempt from California laws limiting handgun purchases to one per month, and restricting the availability of high-capacity magazines. Defendant admits that he occupied a position of public trust as a law enforcement officer, and that he abused that position to commit this offense.

3. Part of Defendant's business of dealing in firearms involved acquiring firearms with the intent to transfer them to another person: unlawful transactions commonly known as "straw purchases." Many such purchases involved off roster handguns. Defendant resold some off roster handguns for a profit or exchanged them for valuable services, and provided others to individuals in exchange for favors or to build good will for future favors, such as aid for Defendant's anticipated campaign for Sheriff of San Diego County. Defendant also supplied certain firearms buyers with related items that they could not legally obtain themselves, such as high-capacity magazines.

4. Defendant directed co-defendant Fred Magana in acquiring two off roster Walther handguns for co-defendant Leo Hamel as part of a straw purchase in about April 24, 2017, at a time when Defendant directly supervised Magana at the San Diego County Sheriff's Department ("SDCSD").

5. In conducting his unlicensed firearms dealing, Defendant was aided and abetted by co-defendant Giovanni Tilotta and Tilotta's FFL, Honey Badger Firearms. Among other acts,

Def. Initials

Tilotta knowingly processed unlawful straw purchases for Defendant, Magana and Hamel. Tilotta also prepared backdated firearms transfer paperwork for Defendant and his close associates, enabling them to avoid the ten-day waiting period for handgun transfers under California law.

6. On October 28, 2016, Defendant and Tilotta sold a Glock 27 .40 caliber handgun, a Daniel Defense AR-15 style rifle, and a Smith & Wesson Shield handgun to San Diego defense attorney V.B. inside the Captain's Office of the SDCSD's Rancho San Diego station. Defendant directed Tilotta to backdate the state and federal transfer paperwork for V.B.'s firearms transactions. Defendant also provided V.B. with SDCSD-issued ammunition in connection with this sale. Defendant admits that this firearms sale was in violation of California law.

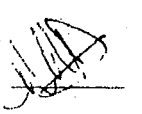
7. On November 30, 2016, Defendant used his law enforcement status to conduct an unlawful straw purchase of an off roster CZ 75D 9mm handgun that he intended to transfer to San Diego defense attorney V.B., who could not otherwise have initially acquired the handgun. As agreed, Defendant later transferred the CZ 75D to V.B. on May 3, 2017.

8. As part of his unlicensed firearms dealing, Defendant encouraged firearms buyers to apply for permits to carry a concealed weapon ("CCW") from the SDCSD. Co-defendant Waiel Anton aided and abetted Defendant's unlicensed firearms dealing by helping Defendant's buyers apply for CCW permits in exchange for cash payments, and paying Defendant a kickback of $100 per CCW applicant referred by Defendant. As part of this arrangement, on or after February 5, 2019, Defendant accepted a kickback of $100 in cash from Anton for referring an undercover ATF agent to Anton for these services.

9. Defendant admits that he received at least $8,350 in proceeds from his unlicensed dealing in firearms, representing only the proceeds directly received from undercover ATF agents for the purchase of firearms.

10. Defendant admits that all firearms and ammunition seized from him and his residence on February 13, 2019 were involved in the offense to which he is pleading guilty, as were all firearms registered to Defendant but seized from Leo Hamel.

11. Defendant also abused his position by disclosing confidential law enforcement information. On July 10, 2018, Defendant called his cousin ("Individual 4") and tipped him off that Campo Greens (an illegal marijuana dispensary in Defendant's area of responsibility at SDCSD) was scheduled to be searched by SDCSD personnel the following morning. Defendant did this to warn his other cousin ("Individual 3"), who was also Individual 4's brother, and who had an ownership interest in Campo Greens, as Defendant knew. On July 11, 2018, Defendant called Individual 4 to notify him that the scheduled search of Campo Greens had been canceled.

Def. Initials 

12. Defendant admits that he provided this information to Individual 3 for the purpose of helping Campo Greens (and Individual 4) evade law enforcement officers and avoid the seizure of the illegal dispensary's narcotics and proceeds.

13. Defendant further abused his position by seeking to profit from a condemned property used as an unlicensed marijuana dispensary. Between May 2018 and August 2018, Defendant recommended that Individual 6 (the landlord for an unlicensed marijuana dispensary that was condemned by San Diego County following an SDCSD search) hire Anton and Individual 5 (then a San Diego County employee) as "consultants" to help get Individual 6's property reopened. Under the plan, Anton would pretend to rent Individual 6's property, and Individual 5 would facilitate the property's reopening with the County. In exchange for recommending Individual 5 as a "consultant" to Individual 6, Defendant was to receive 10% of Individual 5's fee. When Individual 6 declined to hire Anton and Individual 5, Defendant told Individual 5 (who was still employed at the County at the time) to tell the County to "piss on" Individual 6.

14. During the investigation of this conduct, Defendant obstructed justice by making material false statements to agents of the FBI and ATF concerning matters within their jurisdiction. Specifically, Defendant falsely denied making straw purchases, and falsely claimed he would not put his deputies in harm's way by notifying the subjects of an impending search warrant. Defendant also falsely denied receiving any money from Anton after the sale of a Ruger handgun to Anton in January 2019, which he knew was a false statement because Defendant had received $100 from Anton on or after February 5, 2019 as described above. Defendant knew that it was unlawful to make such false statements.

III

PENALTIES

The crime to which Defendant is pleading carries the following penalties:

A. a maximum of 5 years in prison;

B. a maximum fine of $250,000;

C. a mandatory special assessment of $100;

D. a term of supervised release of up to 3 years. Failure to comply with any condition of supervised release may result in revocation of supervised release, requiring Defendant to

Def. Initials

serve in prison, upon revocation, all or part of the statutory maximum term of supervised release;

E. forfeiture of all firearms and ammunition involved in the offense.

IV

DEFENDANT'S WAIVER OF TRIAL RIGHTS AND UNDERSTANDING OF CONSEQUENCES

This guilty plea waives Defendant's right at trial to:

A. Continue to plead not guilty and require the Government to prove the elements of the crime beyond a reasonable doubt;

B. A speedy and public trial by jury;

C. The assistance of counsel at all stages;

D. Confront and cross-examine adverse witnesses;

E. Testify and present evidence and to have witnesses testify on behalf of Defendant; and,

F. Not testify or have any adverse inferences drawn from the failure to testify.

V

DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION

Any information establishing the factual innocence of Defendant known to the undersigned prosecutor in this case has been turned over to Defendant. The United States will continue to provide such information establishing the factual innocence of Defendant.

If this case proceeded to trial, the United States would be required to provide impeachment information for its witnesses. In addition, if Defendant raised an affirmative defense, the United States would be required to provide information in its possession that supports such a defense. By pleading guilty Defendant will not be provided this information, if any, and Defendant waives any right to this information. Defendant will not attempt to withdraw the guilty plea or to file a collateral attack based on the existence of this information.

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VI

DEFENDANT'S REPRESENTATION THAT GUILTY PLEA IS KNOWING AND VOLUNTARY

Defendant represents that:

A. Defendant has had a full opportunity to discuss all the facts and circumstances of this case with defense counsel and has a clear understanding of the charges and the consequences of this plea. By pleading guilty, Defendant may be giving up, and rendered ineligible to receive, valuable government benefits and civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. The conviction in this case may subject Defendant to various collateral consequences, including but not limited to revocation of probation, parole, or supervised release in another case; debarment from government contracting; and suspension or revocation of a professional license, none of which can serve as grounds to withdraw Defendant's guilty plea.

B. No one has made any promises or offered any rewards in return for this guilty plea, other than those contained in this agreement or otherwise disclosed to the Court.

C. No one has threatened Defendant or Defendant's family to induce this guilty plea.

D. Defendant is pleading guilty because Defendant is guilty and for no other reason.

VII

AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE SOUTHERN DISTRICT OF CALIFORNIA

This plea agreement is limited to the United States Attorney's Office for the Southern District of California, and cannot bind any other authorities in any type of matter, although the United States will bring this plea agreement to the attention of other authorities if requested by Defendant.

VIII

APPLICABILITY OF SENTENCING GUIDELINES

The sentence imposed will be based on the factors set forth in 18 U.S.C. § 3553(a). In imposing the sentence, the sentencing judge must

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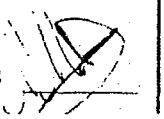
consult the United States Sentencing Guidelines (Guidelines) and take them into account. Defendant has discussed the Guidelines with defense counsel and understands that the Guidelines are only advisory, not mandatory. The Court may impose a sentence more severe or less severe than otherwise applicable under the Guidelines, up to the maximum in the statute of conviction. The sentence cannot be determined until a presentence report is prepared by the U.S. Probation Office and defense counsel and the United States have an opportunity to review and challenge the presentence report. Nothing in this plea agreement limits the United States' duty to provide complete and accurate facts to the district court and the U.S. Probation Office.

IX

SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

This plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). The sentence is within the sole discretion of the sentencing judge who may impose the maximum sentence provided by statute. It is uncertain at this time what Defendant's sentence will be. The United States has not made and will not make any representation about what sentence Defendant will receive. Any estimate of the probable sentence by defense counsel is not a promise and is not binding on the Court. Any recommendation by the United States at sentencing also is not binding on the Court. If the sentencing judge does not follow any of the parties' sentencing recommendations, Defendant will not withdraw the plea.

Def. Initials 

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PARTIES' SENTENCING RECOMMENDATIONS

A. SENTENCING GUIDELINE CALCULATIONS

Although the Guidelines are only advisory and just one factor the Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly recommend the following Base Offense Level, Specific Offense Characteristics, Adjustments, and Departures:

1.	Base Offense Level, § 2K2.1(a)(7)	12
2.	Number of firearms (98), § 2K2.1(b)(1)(C)	+6
3.	Leadership role, § 3B1.1(c)	+2
4.	Abuse of trust, § 3B1.3	+2
5.	Obstruction of justice, § 3C1.1	+2[1]
6.	Acceptance of responsibility, §§ 3E1.1(a)/(b)	-3
7.	Expeditious resolution, § 5K2.0	-2[2]
8.	Combination of circumstances, § 5K2.0	-2[3]
		17

B. ACCEPTANCE OF RESPONSIBILITY

Despite paragraph A above, the United States need not recommend an adjustment for Acceptance of Responsibility if Defendant engages in conduct inconsistent with acceptance of responsibility including, but not limited to, the following:

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[1] Defendant expressly agrees that the adjustment under USSG § 3C1.1 applies, notwithstanding comment note 5.

[2] The parties agree to jointly recommend this departure for Defendant's 1) waiver of appeal and 2) expeditious resolution of his case.

[3] The parties agree to jointly recommend this departure based upon Defendant's public service career and contributions to public safety, apart from the relevant conduct in this case.

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1. Fails to truthfully admit a complete factual basis as stated in the plea at the time the plea is entered, or falsely denies, or makes a statement inconsistent with, the factual basis set forth in this agreement;

2. Falsely denies prior criminal conduct or convictions;

3. Is untruthful with the United States, the Court or probation officer;

4. Breaches this plea agreement in any way; or

5. Transfers or conceals property (or properties) that would otherwise be available for payment of restitution.

C. NO FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS INCLUDING THOSE UNDER 18 U.S.C. § 3553

Defendant may not recommend additional downward adjustments, departures, including Criminal History departures under USSG § 4A1.3, or sentence reductions under 18 U.S.C. § 3553.

D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

The parties have no agreement as to Defendant's Criminal History Category.

E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

The facts in the "factual basis" paragraph of this agreement are true and may be considered as "relevant conduct" under USSG § 1B1.3 and as the nature and circumstances of the offense under 18 U.S.C. § 3553(a)(1).

F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

The parties will jointly recommend that Defendant be sentenced at the low end of the advisory guideline range as calculated by the United States at the time of sentencing.

G. SPECIAL ASSESSMENT/FINE /FORFEITURE

1. Special Assessment

The parties will jointly recommend that defendant pay a special assessment in the amount of $100.00 per felony count of conviction to be paid forthwith at time of sentencing. Defendant shall pay the special assessment through the office of the Clerk of the District Court

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by bank or cashier's check or money order made payable to the "Clerk, United States District Court."

2. Fine

The parties will jointly recommend that Defendant pay a fine in the amount of $8,350.00.

3. Forfeiture

The parties agree that forfeiture shall be governed by the provisions of the attached forfeiture addendum.

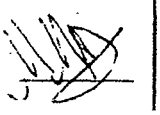
H. SUPERVISED RELEASE

If the Court imposes a term of supervised release, Defendant agrees that he will not later seek to reduce or terminate early the term of supervised release until he has served at least 2/3 of his term of supervised release or probation and has fully paid and satisfied any special assessments, fine, criminal forfeiture judgment and restitution judgment imposed by the Court.

XI

DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

Defendant waives (gives up) all rights to appeal and to collaterally attack every aspect of the conviction and sentence, including any forfeiture order. The only exceptions are: 1) Defendant may appeal a custodial sentence above the high end of the guideline range recommended by the United States at sentencing (if USSG § 5G1.1(b) applies, the high end of the range will be the statutorily required mandatory minimum sentence); and 2) Defendant may collaterally attack the conviction or sentence on the basis that Defendant received ineffective assistance of counsel. Defendant also explicitly waives any challenge to the constitutionality of the statutes to which Defendant is pleading. If

Def. Initials 

Defendant appeals, the United States may support on appeal the sentence or restitution order actually imposed.

XII

BREACH OF THE PLEA AGREEMENT

Defendant and Defendant's attorney know the terms of this agreement and shall raise, before the sentencing hearing is complete, any claim that the United States has not complied with this agreement. Otherwise, such claims shall be deemed waived (that is, deliberately not raised despite awareness that the claim could be raised), cannot later be made to any court, and if later made to a court, shall constitute a breach of this agreement.

Defendant breaches this agreement if Defendant violates or fails to perform any obligation under this agreement. The following are non-exhaustive examples of acts constituting a breach:

1. Failing to plead guilty pursuant to this agreement;
2. Failing to fully accept responsibility as established in Section X, paragraph B, above;
3. Failing to appear in court;
4. Attempting to withdraw the plea;
5. Failing to abide by any court order related to this case;
6. Appealing (which occurs if a notice of appeal is filed) or collaterally attacking the conviction or sentence in violation of Section XI of this plea agreement; or
7. Engaging in additional criminal conduct from the time of arrest until the time of sentencing.

If Defendant breaches this plea agreement, Defendant will not be able to enforce any provisions, and the United States will be relieved of all its obligations under this plea agreement. For example, the United States may proceed to sentencing but recommend a different

Def. Initials 

sentence than what it agreed to recommend above. Or the United States may pursue any charges including those that were dismissed, promised to be dismissed, or not filed as a result of this agreement (Defendant agrees that any statute of limitations relating to such charges is tolled indefinitely as of the date all parties have signed this agreement; Defendant also waives any double jeopardy defense to such charges). In addition, the United States may move to set aside Defendant's guilty plea. Defendant may not withdraw the guilty plea based on the United States' pursuit of remedies for Defendant's breach.

Additionally, if Defendant breaches this plea agreement: (i) any statements made by Defendant, under oath, at the guilty plea hearing (before either a Magistrate Judge or a District Judge); (ii) the factual basis statement in Section II.B in this agreement; and (iii) any evidence derived from such statements, are admissible against Defendant in any prosecution of, or any action against, Defendant. This includes the prosecution of the charge that is the subject of this plea agreement or any charge(s) that the United States agreed to dismiss or not file as part of this agreement, but later pursues because of a breach by the Defendant. Additionally, Defendant knowingly, voluntarily, and intelligently waives any argument that the statements and any evidence derived from the statements should be suppressed, cannot be used by the United States, or are inadmissible under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, and any other federal rule.

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XIII

CONTENTS AND MODIFICATION OF AGREEMENT

This plea agreement embodies the entire agreement between the parties and supersedes any other agreement, written or oral. No modification of this plea agreement shall be effective unless in writing signed by all parties.

XIV

DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this agreement, Defendant certifies that Defendant has read it (or that it has been read to Defendant in Defendant's native language). Defendant has discussed the terms of this agreement with defense counsel and fully understands its meaning and effect.

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Def. Initials

XV

DEFENDANT SATISFIED WITH COUNSEL

Defendant has consulted with counsel and is satisfied with counsel's representation. This is Defendant's independent opinion, and Defendant's counsel did not advise Defendant about what to say in this regard.

PETER J. MAZZA
Attorney for the United States
Acting Under Authority
Conferred by 28 U.S.C. § 515

9/9/2020
DATED

NICHOLAS W. PILCHAK
ANDREW R. HADEN
Assistant U.S. Attorneys

9/2/2020
DATED

KEVIN BARRY McDERMOTT
Defense Counsel

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE ARE TRUE.

9/2/2020
DATED

MORAD MARCO GARMO
Defendant

Approved By:

Emily W. Allen
Assistant U.S. Attorney

Def. Initials

FORFEITURE ADDENDUM

UNITED STATES V. MORAD MARCO GARMO

19cr4768-GPC

Defendant's conviction will include forfeiture. This forfeiture addendum is incorporated into and part of Defendant's plea agreement, and the additional terms and warnings below apply.

A. Penalty. In addition to the penalties in the plea agreement, federal law states Defendant must forfeit all firearms and ammunition involved in the offense.

B. Property Subject to Forfeiture. As part of Defendant's guilty plea to Count One of the Indictment, as set forth in section I of the plea agreement, Defendant agrees to forfeit the following firearms and ammunition, which were seized on February 13, 2019:

(1) 5,360 ROUNDS OF 7.62 MM AMMUNITION (SEIZED AS ITEM #650)

(2) 25 ROUNDS OF FEDERAL 9MM AMMUNITION (SEIZED AS ITEM #78)

(3) COBRA ENTERPRISES, INC. / KODIAK INDUSTRIES MODEL CB38 .38 CALIBER DERRINGER, SN: CT045564

(4) COLT COBRA .38 CALIBER REVOLVER, SN: A80727

(5) COLT DETECTIVE SPECIAL .38 CALIBER REVOLVER, SN: 21368M

(6) COLT DETECTIVE SPECIAL .38 CALIBER REVOLVER, SN: M04560

(7) COLT MAGNUM CARRY .357 CALIBER REVOLVER, SN: SY1396

(8) COLT SAA .45 CALIBER REVOLVER, SN: 87502SA

(9) CZ (CESKA ZBROJOVKA) MODEL CZ P-07 9MM PISTOL, SN: C014422

(10) CZ (CESKA ZBROJOVKA) MODEL CZ P-10 C PISTOL, SN: C381287

(11) CZ (CESKA ZBROJOVKA) PISTOL, SN: C811552

(12) GLOCK GMBH MODEL 19 9MM PISTOL, SN: XNH690

(13) HECKLER AND KOCH MODEL P7 9MM PISTOL, SN: 76548

(14) KAHR ARMS - AUTO ORDNANCE MODEL CW380 .380 CALIBER PISTOL, SN: RK7080

(15) KIMBER PRO CARRY II 9MM PISTOL, SN: KRF23210

(16) KIMBER MODEL K6S .357 CALIBER REVOLVER, SN: RV024450

(17) PHOENIX ARMS CO. MODEL HP22A .22 CALIBER PISTOL, SN: 4434886

(18) POLAND PISTOL, SN: JS03691

(19) RUGER MODEL P944DC .40 CALIBER PISTOL, SN: 30803379

(20) RUGER BLACKHAWK .357 CALIBER REVOLVER, SN: 3871204

(21) RUGER MODEL GP100 .357 CALIBER REVOLVER, SN: 17730080

(22) RUGER MODEL SP101 .357 CALIBER REVOLVER, SN: 57106474

(23) RUGER VAQUERO .40 CALIBER, SN: 5749871

(24) SIG-SAUER MODEL P220 .45 CALIBER PISTOL, SN: 37B000145

(25) SIG-SAUER PISTOL, SN: 66A105681

(26) SMITH & WESSON MODEL 10 .38 CALIBER REVOLVER, SN: CEZ9978

(27) SMITH & WESSON MODEL 12 .38 CALIBER REVOLVER, SN: D823758

Def. Initials

(28) SMITH & WESSON MODEL 19 .357 CALIBER REVOLVER, SN: 7K56927

(29) SMITH & WESSON MODEL 19 .357 CALIBER REVOLVER, SN: DKU8368

(30) SMITH & WESSON MODEL 60 .38 CALIBER REVOLVER, SN: 74736

(31) SMITH & WESSON MODEL 60 .38 CALIBER REVOLVER, SN: R160786

(32) SMITH & WESSON MODEL 617 .22 CALIBER REVOLVER, SN: DDZ0607

(33) SMITH & WESSON MODEL 627 .357 CALIBER REVOLVER, SN: CZP0847

(34) SMITH & WESSON MODEL 64 .38 CALIBER REVOLVER, SN: 63514

(35) SMITH & WESSON MODEL 66 .357 CALIBER REVOLVER, SN: CEY3933

(36) SMITH & WESSON MODEL 66 .357 CALIBER REVOLVER, SN: DJJ5111

(37) SMITH & WESSON BODYGUARD .38 CALIBER REVOLVER, SN: CPY7500BG38

(38) TAURUS MODEL 85 .38 CALIBER REVOLVER, SN: IT42980

(39) WALTHER PPQ 9MM PISTOL, SN: FCC6047

(40) WILSON COMBAT MODEL CQB .45 CALIBER PISTOL, SN: WCT28420

(41) AERO PRECISION MODEL X15 RIFLE, SN: AR05098

(42) BRAVO COMPANY MFG INC. MODEL BCM4 RIFLE, SN: A028574

Def. Initials 

(43) CENTURY ARMS INTERNATIONAL MODEL AK-63DS 7.62 MM RIFLE, SN: A136925

(44) CHILDERS GUNS, LLC MODEL CG1 7.62 MM RIFLE, SN: AM03246

(45) F.N. (FN HERSTAL) SCAR 17S RIFLE, SN: HC37214

(46) IZHMASH (IMEZ) SAIGA 7.62 MM RIFLE, SN: 13419980

(47) M&M INC. (M&M INDUSTRIES) MODEL M10X ELITE 7.62 MM RIFLE, SN: C01067

(48) MORRISSEY INC. MODEL AAM-47 7.62 MM RIFLE, SN: AA006714

(49) ROMARM/CUGIR MODEL GP WASR 10/62 7.62 MM RIFLE, SN: 1971CA0780

(50) ROSSI MODEL 1892 HARTFORD .357 CALIBER RIFLE, SN: K263436

(51) RUGER MODEL 10/22 .22 CALIBER RIFLE, SN: 82637553

(52) RUGER AMERICAN RIFLE, SN: 690025548

(53) SPRINGFIELD ARMORY, MODEL M1A .308 RIFLE, SN: 408758

(54) UNKNOWN MANUFACTURER RIFLE, SN: 2781452

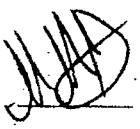
(55) WINCHESTER MODEL 94AE .30-30 CALIBER RIFLE, SN: 5232454

(56) ZASTAVA RIFLE, SN: M92PV062648

(57) MOSSBERG MODEL 500A 12-GAUGE SHOTGUN, SN: R689024

(58) MOSSBERG MODEL 590 12-GAUGE SHOTGUN, SN: T620688

(59) REMINGTON ARMS COMPANY, INC. MODEL 870 EXPRESS MAGNUM 12-GAUGE SHOTGUN, SN: AB340745M

Def. Initials 

(60) REMINGTON ARMS COMPANY, INC., MODEL 870 POLICE MAGNUM 12-GAUGE SHOTGUN, SN: RS95864Y

(61) TWO CZ P10C 9MM MAGAZINES (SEIZED AS ITEM #77)

C. Basis of Forfeiture. Defendant owns all the property in paragraph B and admits such property represents firearms and ammunition involved in the offense and is subject to forfeiture to the United States pursuant to 18 U.S.C. § 924(d) and 28 U.S.C. § 2461(c).

D. Immediate Entry of Preliminary Order of Forfeiture. Defendant consents and agrees to the immediate entry of a preliminary order of forfeiture upon entry of the guilty plea. Defendant agrees that upon entry of the preliminary order of forfeiture, such order shall be final as to Defendant's interests in the properties. Defendant warrants and represents as a material fact that he is the sole owner of all the properties described above and that no other person or entity has any claim or interest in them. Defendant agrees to immediately withdraw any claims in pending administrative or civil forfeiture proceedings to properties seized in connection with this case that are directly or indirectly related to the criminal conduct. Defendant agrees to execute all documents requested by the Government to facilitate or complete the forfeiture process. Defendant further agrees not to contest, or to assist any other person or entity in contesting, the forfeiture of property seized in connection with this case. Contesting or assisting others in contesting the forfeiture shall constitute a material breach of the plea agreement, relieving the Government of all its obligations under the agreement including but not limited to its agreement to recommend an adjustment for Acceptance of Responsibility.

E. Entry of Orders of Forfeiture and Waiver of Notice. Defendant

Def. Initials

consents and agrees to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant understands that the forfeiture of assets is part of the sentence that may be imposed in this case and waives any failure by the Court to advise defendant of this, pursuant to Rule 11(b)(1)(J), at the time the Court accepts the guilty plea(s).

F. Waiver of Constitutional and Statutory Challenges. Defendant further agrees to waive all constitutional and statutory challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this agreement, including any claim that the forfeiture constitutes an excessive fine or punishment under the United States Constitution. Defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States and to testify truthfully in any judicial forfeiture proceeding.

G. Agreement Survives Defendant; No Forfeiture Abatement. Defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if defendant had survived, and that determination shall be binding upon defendant's heirs, successors

Def. Initials 

and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full.

PETER J. MAZZA
Attorney for the United States
Acting Under Authority
Conferred by 28 U.S.C. § 515

9/9/2020
DATED

NICHOLAS W. PILCHAK
ANDREW R. HADEN
Assistant U.S. Attorneys

9/2/2020
DATED

KEVIN BARRY McDERMOTT
Defense Counsel

9/2/2020
DATED

MORAD MARCO GARMO
Defendant

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COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF BASED ON RACKETEERING, UNFAIR BUSINESS PRACTICES, AND FALSE ADVERTISING

Exhibit 3

Welcome to the Bureau of Cannabis Control's License Search

Welcome to CApotcheck.com, the official License Search Tool of the California Bureau of Cannabis Control. Use the search tool below to find California state-licensed cannabis businesses, including retail, delivery, distributors, testing laboratories, and more. Visit https://bcc.ca.gov/consumers/weedwise.html to learn more about "Get #weedwise," our public information and awareness campaign on legal cannabis.

How-To-Use Instructions:

1. Type in the name of a business, license type/number, or location into the search criteria.
2. Select the "I'm not a robot" reCAPTCHA checkbox before running your search.
3. Click the search button to generate a list of licensees. You may also click the "Download CSV" button to obtain a CSV file format of your custom search.

Search by License Information

You may enter data in any or all fields listed below to search for licenses.

- License Number
- License Type
- License Status
- Legal Business Name
- Business Owner First Name
- Business Owner Last Name

Search by Premises Location

All search results will return the city and/or county premises location. To search for an unicorporated area, please select county.

- 9960
- Street Direction
- Street Name
- Street Type
- City
- Zip
- County

Search | Clear Search

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COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF BASED ON RACKETEERING, UNFAIR BUSINESS PRACTICES, AND FALSE ADVERTISING

Exhibit 4

online.bcc.ca.gov/bcc/customization/bcc/cap/licenseSearch.aspx

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Search by License Information

You may enter data in any or all fields listed below to search for licenses.

License Number

License Type

License Status

Legal Business Name

Business Owner First Name

Business Owner Last Name

Search by Premises Location

All search results will return the city and/or county premises location. To search for an unicorporated area, please select county.

10537

Street Direction

Street Name

Street Type

City

Zip

County

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COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF BASED ON RACKETEERING, UNFAIR BUSINESS PRACTICES, AND FALSE ADVERTISING

Exhibit 5

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3. Click the search button to generate a list of licensees. You may also click the "Download CSV" button to obtain a CSV file format of your custom search.

Search by License Information

You may enter data in any or all fields listed below to search for licenses.

License Number

License Type

License Status

Legal Business Name

Business Owner First Name

Business Owner Last Name

Search by Premises Location

All search results will return the city and/or county premises location. To search for an unincorporated area, please select county.

14315

Street Direction

Street Name

Street Type

City

Zip

County

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COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF BASED ON RACKETEERING, UNFAIR BUSINESS PRACTICES, AND FALSE ADVERTISING

Exhibit 6

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How-To-Use Instructions:

1. Type in the name of a business, license type/number, or location into the search criteria.
2. Select the "I'm not a robot" reCAPTCHA checkbox before running your search.
3. Click the search button to generate a list of licensees. You may also click the "Download CSV" button to obtain a CSV file format of your custom search.

Search by License Information

You may enter data in any or all fields listed below to search for licenses.

License Number

License Type

License Status

Legal Business Name

Business Owner First Name

Business Owner Last Name

Search by Premises Location

All search results will return the city and/or county premises location. To search for an unincorporated area, please select county.

Street No

Street Direction

Street Name

Street Type

City

91978

County

Search | Clear Search

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COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF BASED ON RACKETEERING, UNFAIR BUSINESS PRACTICES, AND FALSE ADVERTISING

Exhibit 7

online.bcc.ca.gov/bcc/customization/bcc/cap/licenseSearch.aspx

Welcome to the Bureau of Cannabis Control's License Search

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3. Click the search button to generate a list of licensees. You may also click the "Download CSV" button to obtain a CSV file format of your custom search.

Search by License Information

You may enter data in any or all fields listed below to search for licenses.

License Number

License Type

License Status

Legal Business Name

Business Owner First Name

Business Owner Last Name

Search by Premises Location

All search results will return the city and/or county premises location. To search for an unicorporated area, please select county.

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Street Direction

Street Name

Street Type

City

92021

County

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COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF BASED ON RACKETEERING, UNFAIR BUSINESS PRACTICES, AND FALSE ADVERTISING

Exhibit 8

KushDropz Grand Opening

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$60 12 grams special
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Pre Rolls 4 for $15	High Melt Hashish 4g's for $55 Full oz for $325	Flower Select Stains $65 Half oz $100 Full oz	Premium Keif $10 a Gram Several Strains to Choose from
Farm Haus Budda or Crumble 6g's for $100 -OR- Baller Bucket 10g's for $150 Variety to Choose	10% OFF all CBD & CBG Products	Smashed Co. 1000 mg Edibles 2 for $65 Variety To Choose	Shake/Trim $10 an Ounce Buy 7 get 8th One FREE

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Too Hot to Handle

— *The Sun* reported on Jan. 18 that a woman in the United Kingdom suffered an "inferno" in her living room after a candle exploded as she was lighting it. Jody Thompson, 50, won the candle, labeled "This Candle Smells Like My Vagina," in an online quiz from Gwyneth Paltrow's Goop website. "The candle exploded and emitted huge flames," Thompson said, "with bits flying everywhere. The whole thing was ablaze and it was too hot to touch." Thompson and her partner "eventually got it under control and threw it out the front door."

In Plane Sight

— On Jan. 16 at Chicago's O'Hare International Airport, two employees of United Airlines approached a man and asked for his ID. Aditya Singh, 36, of Orange, California, produced an employee badge, but it was not his: Another employee had reported it missing on Oct. 26, the *Chicago Tribune* reported. Authorities said Singh had arrived at O'Hare on Oct. 19 from Los Angeles and was too afraid to fly back home because of COVID-19, so he hid in a secured area of the airport for three months, living off food given to him by strangers. Singh is unemployed but has a master's degree in hospitality and doesn't have a criminal background. He was charged with felony criminal trespass.

Irony

— Esequiel Robles, 40, was caught after a traffic stop in Williston, North Dakota, with methamphetamine and drug paraphernalia on Jan. 14. *The Smoking Gun* reported that Robles was on probation for narcotics possession at the time, following a 2019 conviction for meth possession. Notably, however, when Robles was arrested, he was wearing a T-shirt with the message, "Don't Do Drugs." Do as I say, not as I do.

Least Competent Criminals

— Leobardo Hernandez, 32, of Pomona, California, went to extraordinary lengths on Jan. 16 to evade police after allegedly stealing a car. As Hernandez ran from officers, he entered an apartment complex and found an unlocked door, the *Daily Bulletin* reported. The apartment residents were not at home, so Hernandez moved right in, shaving his face, changing clothes and even cooking tortillas to make it seem as if he lived there. Unfortunately, he also burned the tortillas, summoning the fire department. Hernandez eventually surrendered and was charged with burglary and possession of a stolen vehicle among other offenses.

What's in a Name?

— Before social distancing and masks became the world's norm, CBS News reported on Jan. 12, Paul O'Sullivan of Baltimore was noodling around on Facebook one night, searching for other Paul O'Sullivans. Several of those he found accepted his friend request, which was when he noticed that some were musicians, as he was. Baltimore Paul, as he's known, reached out to others, and eventually he and three others formed the Paul O'Sullivan Band. Manchester Paul plays bass; Pennsylvania Paul is the percussionist; and Baltimore Paul and Rotterdam Paul play guitar and sing. They recorded a single at the beginning of 2020, but when COVID hit, they thought it was a great opportunity to make a whole album. "It feels great to be able to contact people on the other side of the world when you're in lockdown because you don't feel alone at the moment," commented Rotterdam Paul. "If you learn to play an instrument, it can help you through some dark times," said Manchester Paul.

Government in Action

— Bigfoot hunters in Oklahoma will be happy to know that their pastime could get its own season, KOKH reported. State Rep. Justin Humphrey introduced a bill on Jan. 20 asking the Oklahoma Wildlife Commission to establish a Bigfoot hunting season, "set annual season dates and create any necessary specific hunting licenses and fees." Southeastern and south-central Oklahoma is infamous for Bigfoot sightings, including a large festival (canceled this year because of COVID-19). If passed, the bill would become effective in November.

Questionable Judgment

— Cam Faust and Kevin Joiner weren't sure at first how to react when, during a fishing trip on Jan. 3 near Darwin, Australia, they "heard this faint like 'ahhh ahhh,'" Faust told 9News, and found a naked man clinging to branches in the mangrove forest, filthy and covered with bug bites. Luke Voskresensky, 40, told them he'd gotten lost on his way to a New Year's Eve party a few days earlier and had been eating snails to stay alive. Faust and Joiner offered him a cold beer and a ride back to town where they found out the real reason Voskresensky was stranded in the croc-infested waters: He had been arrested for armed robbery and fitted with an ankle monitor, which he had broken before escaping bail. "I was going to go visit him in hospital," Faust said, but a paramedic said "'he's in hospital with handcuffs on, two cops babysitting him' so … maybe we'll leave it."

Home of Your Dreams

— The house for sale at 43 Courthouse Drive in Guildhall, Vermont, has four bedrooms, two bathrooms, an updated kitchen and seven jail cells, complete with barred windows, toilets and cots. United Press International reported that the property, listed for $149,000, used to serve as the Essex County jail, with the jailer's quarters attached to the back of the house. Out of use since 1969, the cells are now covered in dust and, according to the listing, just waiting for a creative buyer to "bring … ideas on what this 28-foot-by-40-foot wing could be!"

Send your weird news items to *WeirdNewsTips@amuniversal.com*.

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Stndrd 1000 MG 3 for $99	Stndrd 400 MG 6 for $99	House Carts 8G $99	All $20 Shatter, Crumble, Badder, and Sugar 6G $99
Kushy Punch 11 for $99	Exotic Shake 4 Oz for $99	Cartridges mix and match 6G $99	Jeff Session Shatter 6G $99
			Blackout Brownie/ Babylon Edibles 1000MG 3 for $99

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Mango Kush, Sweet tooth, & G13 @	$100
Any 1g Cartridge for	$25 (limit 3)
Any 1g Shatter/ Crumble for	$25 (limit 3)
Any 1g Diamond Concentrate for	$40 (limit 3)
Standard 1000mg Gummies San Diego's Favorite Edible for	$30 (limit 3)

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Valid for patients with $120 min. donation OR if you refer a friend! Must mention ad.

BLACK MAMBA SPECIAL! $80/OZ	$30 1/8THS (3.5 grams of flower)
TOP SHELF $40/OZ	MOONROCK KIEF $15/G
EXCLUSIVE INDOOR SHAKE $50/OZ	TOP SHELF SHAKE $25/OZ
5 EXCLUSIVE INDOOR PRE-ROLLS $25	CRYSTAL GOLD SHATTER 10G $130
BLACKOUT BROWNIE (1000mg) (reg. $40!) $35	CRUMBLE 3G $40
GOLD SHATTER $15	EXOTIC PRE-ROLLS 12 FOR $100
CARTS 6 FOR $100 Mix & Match several options	STIIIZY $25
HH Vapes 2 FOR $45	GUMMIES 5 FOR $35 (500mg)

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SAVE $25!

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SPEND $175 ON MANKIND DELIVERY, GET $25 OFF!

*Valid for delivery only. Cannot be combined with other promos or discounts. Must be 21+ with a valid state ID. Qualifying total must be pre-tax. Must meet minimum order total based on delivery zone after discounts are applied. Please check out our website to learn more about our delivery zones. **Expires 2/11/21**

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FREE 1/2 OZ WITH ANY DONATION!

$20 OFF any OZ or $10 OFF any 1/2 OZ	$70 OZ Special or 2 OZ for $100	$99 OZ Specials (Indica, Sativa, Hybrid)	$90 for 60 Grams of Shake	6 for $99 Brass Knuckles/ Big Chief + FREE BATTERY	6 for $99 West Cost Cure/ King Pen + FREE BATTERY	11 for $99 California Fire or MoonRocks Pre-Rolls	9 for $99 Exotic/ Mario's / DabWood Carts
11 for $99 Kushy Punch	11 for $90 Nerds (400mg)	3 for $99 Blackout Brownie/ Babylon 1000mg	8G/$99 House Shatter/ Badder/ Crumble	7 for $99 Cookies Shatter or Volcanic Crumble	5G/$50 Dr. Zodiacs MoonRocks	Buy any 2 Carts and Get 1 FREE	Refer a Friend Get FREE Gram & Joint & 100 mg Edible

---

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FREE GOODIE BAG with Purchase of $30 or More.

OZ SPECIALS

$35	Purple OG
$50	Gorilla Glue
$160	VIP Shake
$200	(Small Nugs Indoor)
$220	Exclusive

HAPPY HOUR

(12PM-3PM) (8PM-10PM)

FLOWER

$20/G Boss Shelf for..... $17
$15/G VIP Shelf for $12
5 Grams of Exotic for ... $40

EDIBLES

Buy 2 Drinks get ..... 1 FREE
STNDRD 6 for $100
Kushy Punch 4 for..... $45

WAX

$20 Wax or 4 for $70
$25 Wax or 4 for $80
Jeff Session Shatter. 6 for $100

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FREE Goodie Bag with Each Order
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DAILY DEALS

Everyday Specials

BIRTHDAY SPECIAL: ANY ..... $10 EDIBLE
CALI FIRE PREROLLS 10 FOR $100
CALI FIRE BATTER 1G FOR $20
6 FOR $110
CALI FIRE CRUMBLE 1G FOR $20
6 FOR $110
CALI FIRE SHATTER 1G FOR $20
6 FOR $100

EDIBLES

CALIFORNIA FIRE ..... 1000MG/$40 | 2/$70
CALIFORNIA FIRE ..... 350MG/$15 | 5/$70
STONER PATCH ... 500MG/$15 | 5 FOR $70
KUSHY PUNCH ..... 5/$55

PRE-ROLLS

BOMBAY ..... 1/$15
5/$60
CALI FIRE BLUNTS ..... 1/$25
3/$65
CALI FIRE ..... 1/$15
5/$65
MOONROCK ..... 1G/$20
5/$80

CARTRIDGES

RAW GARDENS ..... 1G/$30 | 2/$55
BRASS KNUCKLES ..... 1G/$30 | 3/$80
CALI FIRE ..... 1G/$30 | 4/$100
STIIIZY ..... 1G/$60 2/$110

DISPOSABLES

CALIFORNIA FIRE ..... 1/2G/$25
DIME DISPOSABLE ..... 1/2G/$40
BOMBAY DISPOSABLE ..... 1G/$30

FLOWER

MONSTER COOKIES ..... 7G/$60
OG KUSH 3.5G $40
14G/$130
DEATH STAR ..... 28G/$120
GOD FATHER ..... 28G/$90
TANGI FRUIT ..... 7G/$60
28G $160
LEMON CAKE ..... 7G/$90
28G/$340
PURPLE HAZE ..... 1G/$25
7G/$100
SOUR DIESEL 2 OZ FOR $100

Mid-Shelf

Sky Walker OG	Forbidden Fruit	Butter Cake
28G $80 Oz	28G $80 Oz	28G $80 Oz

Top Shelf	Private Reserve	Exclusive	VIP
28G $90 14G $70	28G $160 14G $90	28G $199 14G $99	28G $350 10G $120
MOON ROCKS PRE ROLL 10 for $99	**Moon Rocks Cartridges** 3G $99	**Dime Cartridges** 2G $110	**Future 2020** 2G $99
Stndrd 1000 MG 3 for $99	**Stndrd** 400 MG 6 for $99	**House Carts** 8G $99	**All $20 Shatter, Crumble, Badder, and Sugar** 6G $99
Kushy Punch 11 for $99	**Exotic Shake** 4 Oz for $99	**Cartridges mix and match** 6G $99	**Jeff Session Shatter** 6G $99
Blackout Brownie/ Babylon Edibles 1000MG 3 for $99			

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HIGH MEDS DELIVERY SERVICE

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NORTH COUNTY, SAN DIEGO
SOUTH COUNTY, EAST COUNTY

FTP-FREE GRAM • EDIBLE • PRE-ROLL
GRINDER • PIPE & LIGHTER

Refer a friend get 10% OFF

Call or Text for Orders

Happy Hour All Day, Get a FREE Exclusive Gram of Your Choice!

Hours 10am-10pm

Scan with Camera.

Must Show Ad for Discounts

GreenMedSupply

FLOWER

VIP Shake	Top Shelf	Dragon's Breath	CaliFire Pre-Rolls
32g $99	32g $130	32g $220	12/ $99

PR	Exclusive	Exotic	VIP
32g $225 16g $120	32g $275 16g $140	32g $300 16g $160	32g $350 16g $200

CONCENTRATES

House Crumble/Batter	House Wax	Diamonds	
7g $99 3g $49	10g $99	2g $80	
Califire Crumble/Batter/Shatter		Live Resin	Batter
6g $99		2g $70	$70

CARTS
BUY 3 GET 1 - NO LIMIT.
Dime, Stiizy, Stiizy Live Resin, Cali Fire, HH, Brass Knuckles, Bloom, Cookies, Raw Garden Bloom Live Resin, West Coast Cure

EDIBLES

3x1000mg/ $80	3 Green Magic/ $50	Kushy Punch/ Punch Bars Buy 3 get 1

Spend	Get for FREE
$99+	1g PR
$149+	2g PR
$199+	3g Exclusive
$299+	3.5g VIP+Edible

FREE
VIP Goodie Bag + 2g Top Shelf On All Orders

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Contactless Delivery!
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HAPPY HOUR
10% OFF Flower OZ's and 1/2 OZ's
excludes specials
8am-12pm, 5pm-9pm

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FREE GRAM OF EXCLUSIVE!
First time patients with min. $20 donation get a FREE gram of our best shelf!

FREE HOUSE PRE-ROLL
with any donation!
Must mention ad

FREE GRAM OF HOUSE WAX
Spend $120 and get a free gram of house wax!
Must mention ad.

$10 OFF ALL OUNCES!
Valid for all shelves!
Must mention ad.

BLACKOUT PRE-ROLLS
2 FOR $15

2 CARTS $40
Valid for HH, Brass Knuckles, and Kingpen Vapes.

Kushy Punch
4 for $45

WAX SPECIALS

$20/G	$25/G	$30/G
• 4G $70	• 4G $80	• 4G $100

BUY 3 VOLCANIC PRODUCTS, GET 1 FREE!
Must mention ad. Equal or lesser value only.

FREE EDIBLE OR CART!
Buy 3 Carts or Edibles, Get 1 FREE!
Equal or lesser value only.

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Exotic - Topshelf - House

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ALL EXOTIC STRAINS

Try any 5g for	$40
Try any 10g for	$80
Try any half ounce for	$115
Try any ounce for	$225
All 1/8ths are always 5 grams! Starting as low as	$35!

FTP Topshelf Oz specials (mix and match!)	
GMO Cookies & Sour Apple @	$120
Mango Kush, Sweet tooth, & G13 @	$100
Any 1g Cartridge for	$25 (limit 3)
Any 1g Shatter/ Crumble for	$25 (limit 3)
Any 1g Diamond Concentrate for	$40 (limit 3)
Standard 1000mg Gummies San Diego's Favorite Edible for	$30 (limit 3)

Add 7G of Exotic Gorilla Glue Shake for $10
(After min. for delivery is met · Limit 1 per order)
Upgrade! Add 14G of Exotic Gorilla Glue Shake for $10!
(After $125 donation is met · Limit 1 per order)

Place your order Now!
(619) 684-6615
Greencoastdelivery.org

Exclusive Deals Delivery Service

FREE DELIVERY!

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www.exclusive-deals.co

619-396-6983 (San Diego)
619-396-9462 (North County)
9am-Midnight Daily • We serve all of San Diego County!

FREE 1/2-OZ OF FLOWER!
Valid for patients with $120 min. donation OR if you refer a friend! Must mention ad.

BLACK MAMBA SPECIAL! $80/OZ	$30 1/8THS (3.5 grams of flower)
TOP SHELF $40/OZ	MOONROCK KIEF $15/G
EXCLUSIVE INDOOR SHAKE $50/OZ	TOP SHELF SHAKE $25/OZ
5 EXCLUSIVE INDOOR PRE-ROLLS $25	CRYSTAL GOLD SHATTER 10G $130
BLACKOUT BROWNIE $35 (1000mg) (reg. $40!)	CRUMBLE 3G $40
GOLD SHATTER $15	EXOTIC PRE-ROLLS 12 FOR $100
CARTS 6 FOR $100 Mix & Match several options	STIIIZY $25
HH Vapes 2 FOR $45	GUMMIES 5 FOR $35 (500mg)

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We strive to deliver the BEST Medical and Recreational Cannabis in San Diego County

Buy One Get One Edibles Buy One Get One Shatter	$25 8th indoor flower $35 8th exotic flower Strike Sale! - 7gs for $60 exotic flower
$60 12 grams special $100 oz special $150 oz special Happy Hour 3-6pm	5% off complete order *Visit our website for more deals and specials*

1st Time Patient Deals
Present this ad to receive Grand Opening offers. Members Punch Program
****$60 minimum delivery****

FREE GIFT With Grand Opening purchase

Open 9am - 9pm

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Checkout our deals page on our website!

5% OFF STIIIZY, 15% OFF orders over $300
live resin, shatter, crumble, DankWoods, 225mg Punch Bars, Kushy Punch, STNDRD Edibles

COUPON CODE: READER20
at checkout for $20 OFF any order over $40!

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All Edibles BUY 2 GET 1 FREE

All Vapes $25 OR LESS, 6/$100!
Brass Knuckles, King Pen, Raw Garden, Cookies, Big Chief, Big Stick, Rove, and many more!

ALL 1/8THS 5G!

Dabwiser Shatter 5G/$89!

ALL BOMBAY CONCENTRATES BUY 3 GET 1 FREE!

FREE GOODIE BAG TO ALL FTP!

Brass Monkey · Pants · Plug Play · Stiiizy · STNDRD · Bombay Fire · Brass Knuckles · Cookies · Kingpen · Rove

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BEST DELIVERY IN SAN DIEGO

FREE GOODIE BAG WITH EVERY ORDER

DEALS

BOSS Shelf 7gs for $100	VIP Shelf 5gs for $60	Exclusive 7gs for $60
$25 carts 3 for $60	$20 carts 3 for $50	Buy 1 preroll Get 1 house PREROLL FREE

WAX DEALS:
$25 wax..... 4 for $80
Golden Glass..... 2 for $30
$30 wax..... 4 for $100
$20 wax..... 4 for $70

EDIBLES:
STNDRD..... 6 for $100
Kushy Punch..... 4 for $45
BUY 2 DRINKS GET 1 FREE

OZ SPECIALS

$35 Purple OG	$50 Gorilla Glue	$160 V.I.P. Shake
$200 Small Nugs Indoor	$220 Exclusive	$300 V.I.P.

HAPPY HOURS (12pm-3pm & 8pm-10pm)

BOSS Shelf $17/g	V.I.P. $12/g	All Edibles Buy 2 Get 1 FREE

FREE DELIVERY On $50 Orders Or More Serving All Of San Diego

Delivery HOURS 9AM - 9PM (No Double Discounts)

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highway-94-meds-myshopify.com
Best Delivery in San Diego

Must Mention Ad for Discounts.
Min $50 Purchase for Delivery

FLOWER — ALL SHELVES - 32G OZ, 16G 1/2 OZ, 8G 1/4, 4G 1/8TH

VIP Shake	Top Shelf	Cupid kush	Green Crack	Sugar Cone	CaliFire Pre-Rolls	Blue Diesel
32g $99	32g $130	32g $200	32g $150	32g $130	12/ $99	32g $99

PR	Exclusive	Exotic	VIP
32g $225 16g $120	32g $275 16g $140	32g $300 16g $160	32g $350 16g $200

CONCENTRATES

House Crumble/Batter	House Wax	Califire Crumble/Batter/Shatter
7g $99 3g $49	10g $99	6g $99

RAW GARDEN / WCC

Diamonds	Live Resin	Batter
2g $80	2g $70	$70

CARTS

BUY 3 GET 1 - NO LIMIT.
Dime, Stiizy, Stiizy Live Resin, Cali Fire, HH, Brass Knuckles, Bloom, Cookies, Raw Garden Bloom Live Resin, West Coast Cure

EDIBLES

3x1000mg/	Green Magic	Kushy Punch/ Punch Bars
$80	3/$25	Buy 3 get 1

Spend	Get for FREE
$99+	1g PR
$149+	2g PR
$199+	3g Exclusive
$299+	3.5g VIP+Edible

Valentines Sale All Week

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FREE
VIP Goodie Bag + 2g Top Shelf On All Orders

We accept Pay · Venmo · Cash App

Call, Text, or Place Online Order
Contactless Delivery!
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www.greenmedsupply.co

HAPPY HOUR
10% OFF Flower
OZ's and 1/2 OZ's
excludes specials
8am-12pm,
5pm-9pm

SCAN ME

Fullscreen

24/7 STOREFRONT AND DELIVERY

FREE GOODIE BAG with Purchase of $30 or More.

OZ SPECIALS

$35	Purple OG
$50	Gorilla Glue
$160	VIP Shake
$200	(Small Nugs Indoor)
$220	Exclusive

HAPPY HOUR

(12PM-3PM) (8PM-10PM)

FLOWER

$20/G Boss Shelf for..... $17
$15/G VIP Shelf for $12
5 Grams of Exotic for ... $40

EDIBLES

Buy 2 Drinks get ..... 1 FREE
STNDRD 6 for $100
Kushy Punch 4 for..... $45

WAX

$20 Wax or 4 for $70
$25 Wax or 4 for $80
Jeff Session Shatter. 6 for $100

VETERANS 10% OFF

SENIOR CITIZENS 10% OFF

HIGH WAY 94 MEDICAL DISPENSARY

MUST BRING IN AD FOR ALL DEALS!

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Scan the QR Code for Orders

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9am-2pm, 9pm-12am
Exclusive-$15g or 2g for $25
Private-$10g • Exclusive OZ-$285
Private OZ-$205 • Top OZ-$185

Open 9am-Midnight
7 Days a week

*Military, Disabled, Senior 10%OFF
Serving All of San Diego
FREE Delivery with min. $40

FLOWER

Exclusive OZ $300	Private OZ $220	Top OZ $200
5/Pre Rolls Private $20	Mid OZ $150	House Flower OZ BUY ONE GET ONE OZ FREE OZ $100

CONCENTRATES

House Crumble/ Shatter 3/$40	Any $20 Shatter/ Crumble 4/$70	All Vapes $20 or Less 6/$100

EDIBLES

Apollo and Future 20 20 Moon Rock Flower 5/$85	G Drinks 250mg 2/$40 125mg 2/$25	Green Magic Edibles 300mg 4/$40

Potmates Fastest Delivery In San Diego

All Vapes $25 or Less 6/$100!	Trainwreck OZ $59 or 56G $99	Private Reserve 5g/$40 OR 10G/$70 EXOTIC 5G/$55 OR 10G/$95 SUPREME 5G/$65 OR 10G/$130	Kushy Punch 100MG 5/$50!	ALL PRIVATE RESERVE FLOWER 14G/$99 or 28G/$175	Edibles BUY 2 GET 1 FREE Equal value or less
All $15 Prerolls 4/$45	Dabwiser Shatter 1G $20 or 5G/$89 Dabwiser Crumble 1G $20 or 5G/$89 Lifted Sugar or Crumble $30/G or 4/$99 Volcanic Crumble $20 or 5G/$89	FTPS: 5g free Flower + Goodie Bag	Cookies Prepackaged 1/8th $60 or 2/$110	Refer a friend and receive 100mg edible & preroll! Dankwoods/ Packwoods Blunts 4/$99	Happy Hour Daily 8pm-12am FREE 7G Shake

Place an Online Order at Potmatess.com!

Hours: 9am-12am Daily
potmatessd@gmail.com

619.792.5260 619-913-5948
619.792.5246 619-917-2477

BUY 2 GET 1 FREE Select Vapes	OG Kush $100 oz or 56G $180	Brass Monkey Crumble Shatter 1G $20 4G $70	FTP 4G FREE Flower + Goodie Bag
Refer a Friend, Get 1G FREE Pre-roll	Shung OG $75 oz	Edibles BUY 2 GET 1 FREE (equal or lesser value)	Private Reserve 5G $40 / Exotic 5G $55 / Supreme 5G $70

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grabbuddp@gmail.com

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS:	330 W Broadway
MAILING ADDRESS:	330 W Broadway
CITY AND ZIP CODE:	San Diego, CA 92101-3827
DIVISION:	Central
TELEPHONE NUMBER:	(619) 450-7064
PLAINTIFF(S) / PETITIONER(S):	Valley Greens Retail Outlet Inc
DEFENDANT(S) / RESPONDENT(S):	Morad Marco Garmo et.al.
VALLEY GREENS RETAIL OUTLET INC VS GARMO [IMAGED]	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (CIVIL)	CASE NUMBER: 37-2021-00028821-CU-RI-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: John S. Meyer Department: C-64

COMPLAINT/PETITION FILED: 07/06/2021

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	01/28/2022	09:45 am	C-64	John S. Meyer

Due to the COVID-19 pandemic, all Case Management Conferences (CMCs) are being conducted virtually unless there is a court order stating otherwise. Prior to the hearing date, visit the "virtual hearings" page for the most current instructions on how to appear for the applicable case-type/department on the court's website at www.sdcourt.ca.gov.

A Case Management Statement (JC Form #CM-110) must be completed by counsel for all parties and by all self-represented litigants and timely filed with the court at least 15 days prior to the initial CMC. (San Diego Superior Court (SDSC) Local Rules, rule 2.1.9; Cal. Rules of Court, rule 3.725).

All counsel of record and self-represented litigants must appear at the CMC, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of Alternative Dispute Resolution (ADR) options.

It is the duty of each plaintiff (and cross-complainant) to serve a copy of this Notice of Case Assignment and Case Management Conference (SDSC Form #CIV-721) with the complaint (and cross-complaint), the Alternative Dispute Resolution (ADR) Information Form (SDSC Form # CIV-730), a Stipulation to Use Alternative Dispute Resolution (ADR) (SDSC Form # CIV-359), and other documents on all parties to the action as set out in SDSC Local Rules, rule 2.1.5.

TIME FOR SERVICE AND RESPONSE: The following rules apply to civil cases except for collections cases under California Rules of Court, rule 3.740(a), unlawful detainer actions, proceedings under the Family Code, and other proceedings for which different service requirements are prescribed by law (Cal. Rules of Court, rule 3.110; SDSC Local Rules, rule 2.1.5):

- **Service:** The complaint must be served on all named defendants, and proof of service filed with the court within 60 days after filing the complaint. An amended complaint adding a defendant must be served on the added defendant and proof of service filed within 30 days after filing of the amended complaint. A cross-complaint against a party who has appeared in the action must be accompanied by proof of service on that party at the time it is filed. If it adds a new party, the cross-complaint must be served on all parties and proof of service on the new party must be filed within 30 days of the filing of the cross-complaint.
- **Defendant's appearance:** Unless a special appearance is made, each defendant served must generally appear (as defined in Code of Civ. Proc. § 1014) within 30 days of service of the complaint/cross-complaint.
- **Extensions:** The parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint (SDSC Local Rules, rule 2.1.6). If a party fails to serve and file pleadings as required under this rule, and has not obtained an order extending time to serve its pleadings, the court may issue an order to show cause why sanctions shall not be imposed.

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars ($150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Official Court Reporters are not normally available in civil matters, but may be requested in certain situations no later than 10 days before the hearing date. See SDSC Local Rules, rule 1.2.3 and Policy Regarding Normal Availability and Unavailability of Official Court Reporters (SDSC Form #ADM-317) for further information.

ALTERNATIVE DISPUTE RESOLUTION (ADR): The court discourages any unnecessary delay in civil actions; therefore, continuances are discouraged and timely resolution of all actions, including submitting to any form of ADR is encouraged. The court encourages and expects the parties to consider using ADR options prior to the CMC. The use of ADR will be discussed at the CMC. Prior to the CMC, parties stipulating to the ADR process may file the Stipulation to Use Alternative Dispute Resolution (SDSC Form #CIV-359).

NOTICE OF E-FILING REQUIREMENTS AND IMAGED DOCUMENTS

Effective April 15, 2021, e-filing is required for attorneys in represented cases in all limited and unlimited civil cases, pursuant to the San Diego Superior Court General Order: In Re Procedures Regarding Electronically Imaged Court Records, Electronic Filing and Access to Electronic Court Records in Civil and Probate Cases. Additionally, you are encouraged to review CIV-409 for a listing of documents that are not eligible for e-filing. E-filing is also encouraged, but not mandated, for self-represented litigants, unless otherwise ordered by the court. All e-filers are required to comply with the e-filing requirements set forth in Electronic Filing Requirements (Civil) (SDSC Form #CIV-409) and Cal. Rules of Court, rules 2.250-2.261.

All Civil cases are assigned to departments that are part of the court's "Imaging Program." This means that original documents filed with the court will be imaged, held for 30 days, and then destroyed, with the exception of those original documents the court is statutorily required to maintain. The electronic copy of the filed document(s) will be the official court record, pursuant to Government Code § 68150. Thus, original documents should not be attached to pleadings filed with the San Diego Superior Court, unless it is a document for which the law requires an original be filed. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant, or petitioner to serve a copy of this Notice of Case Assignment and Case Management Conference (Civil) (SDSC Form #CIV-721) with the complaint, cross-complaint, or petition on all parties to the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "IMAGED FILE" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and may be found on the court's website at www.sdcourt.ca.gov.