

James D. Weakley, Esq. Bar No. 082853
Brande L. Gustafson, Esq. Bar No. 267130
WEAKLEY & ARENDT, LLP
1630 East Shaw Avenue, Suite 176
Fresno, California 93710
Telephone: (559) 221-5256
Facsimile: (559) 221-5262
Jim@walaw-fresno.com
Brande@walaw-fresno.com

Attorneys for Defendant, COUNTY OF KERN, et al.

MARK L. NATIONS, COUNTY COUNSEL
Andrew C. Thomson, CHIEF DEPUTY (SBN 149057)
Kern County Administrative Center
1115 Truxtun Avenue, Fourth Floor
Bakersfield, CA 93301
Telephone: (661) 868-3800
Facsimile: (661) 868-3805
athomson@kerncounty.com

Attorneys for Defendant, COUNTY OF KERN, et al.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA**

BIG O RELIEF, a California Non Profit Mutual Benefit Corp, DOO H. YOON, an individual, EUNICE S. YOON, an individual, and ALVARO ORDAZ, an individual,) CASE NO.)) [Kern Sup. Ct. Case No. BCV-17-102394])) DECLARATION OF JAMES D. WEAKLEY IN SUPPORT OF NOTICE OF REMOVAL OF ACTION [28 U.S.C. § 1441(b)])) Complaint Filed: October 12, 2017) Trial Date: TBA)) Public Entity Exempt from Filing Fees Pursuant to Government Code section 6103)
Plaintiffs,	
vs.	
COUNTY OF KERN, et al.	
Defendants.	

I, James D. Weakley, declare as follows:

1. I am an attorney at law, duly licensed to practice before the courts in the State of California and the United States District Court for the Eastern District of California. I am a partner in the law firm of Weakley & Arendt, LLP, the attorneys of record for Defendants of Kern—sued herein as County of Kern, Kern County Board of Supervisors, Kern County Public Works - Code Compliance Division, Kern County Sheriff's Department, District Attorney's Office, County Counsel's Office,

1 Kern County Fire Department, Kern County Planning and Natural Resources Department, Kern
2 County Department of Agriculture and Measurement Standards, and Kern County Public Health
3 Department–(“County”), Greg Fenton, Mick Gleason, David Couch, Mike Maggard, Zack Scrivner,
4 Donny Youngblood, Lisa Green, Mark L. Nations, James L. Brannen (erroneously sued as James L.
5 Brennan), Gurujodha S. Khalsa, Lorelei Oviatt, Glenn Fankhauser, and Al Rojas (“Defendants”).

6 2. I am one of the attorneys primarily responsible for handling the defense of this litigation
7 on behalf of the aforementioned defendants. As such, I am thoroughly familiar with the facts and
8 issues in this matter and, if called upon as a witness, I could and would competently testify to each of
9 the matters set forth herein.

10 3. Defendants Lorelei Oviatt and Mark L. Nations, were first served with notice of this
11 action on October 24, 2017. The remainder of the defendants were served shortly afterward or are in
12 the process of being served by Plaintiffs. Attached hereto as **Exhibit “A”** are true and correct copies
13 of the Summons, Complaint, Plaintiffs’ Demand for Jury Trial, Civil Case Cover Sheet, Notice of
14 Assignment to Judge for All Purposes and Notice of Order to Show Cause Re: CRC Rule 3.110 and
15 Notice of Case Management Conference, Superior Court of California, County of Kern Alternative
16 Dispute Resolution (ADR) Information Packet, and the ADR Stipulation and Order Form.

17 4. My office, in conjunction with Kern County Counsel, represent all named defendants
18 in this action, all of whom consent to and join in this matter being removed to the United States
19 District Court, Eastern District of California.

20 5. Leticia Perez and Charles F. Collins are identified in the Complaint as defendants. A
21 review of the Kern County Superior Court Docket for this case revealed that Plaintiffs filed a request
22 for dismissal without prejudice as to Leticia Perez and Charles F. Collins on November 6, 2017, which
23 was entered the same day by the Clerk and signed on November 7, 2017. My office obtained a copy
24 of each of the dismissals entered as to Ms. Perez and Mr. Collins. Attached hereto as **Exhibit “B”** is
25 a true and correct copy of the Request for Dismissal without Prejudice entered as to Leticia Perez on
26 November 6, 2017. Attached hereto as **Exhibit “C”** is a true and correct copy of the Request for
27 Dismissal without Prejudice entered as to Charles F. Collins on November 6, 2017.

28 ///

1 I declare under penalty of perjury under the laws of the United States that the foregoing is true
2 and correct to the best of my knowledge and belief and that this declaration was executed in Fresno,
3 California on November 22, 2017.

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5 /s/ James D. Weakley
James D. Weakley
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Big O Relief, et al. v. County of Kern, et al.

Exhibit A

SUMMONS
(CITACION JUDICIAL)

ELECTRONICALLY FILED
10/20/2017 10:27 AM
Kern County Superior Court
Terry McNally
By Araceli Wahl, Deputy

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

COUNTY OF KERN, a political subdivision of the State of California;
Additional Parties Attachment Form is attached.

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

BIG O RELIEF, a California Non-profit Mutual Benefit Corporation, DOO H. YOON, an individual, EUNICE S. YOON, an individual, and Alvaro Ordaz, an individual.

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: KERN COUNTY SUPERIOR COURT
(El nombre y dirección de la corte es):

CASE NUMBER:
(Número del Caso): BCV-17-102394

1415 Truxtun Avenue
Bakersfield, CA 93301

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):
Abraham A. Labbad, Esq., 1250 Walnut St., Unit 122, Pasadena, CA 91106, (818) 253-1529

DATE:
(Fecha) 10/20/2017

TERRY MCNALLY

Clerk, by
(Secretario) /s/ Araceli Wahl

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación 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: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):

SUM-200(A)

SHORT TITLE: BIG O RELIEF, et al, vs. COUNTY OF KERN, et al.	CASE NUMBER: BCV-17-102394
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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

GREG FENTON, individually and as Kern County Building Inspector; KERN COUNTY BOARD OF SUPERVISORS, collectively; LETICIA PEREZ, individually and as Kern County Supervisor; MICK GLEASON, individually and as Kern County Supervisor; DAVID COUCH, individually and as Kern County Supervisor; MIKE MAGGARD, individually and as Kern County Supervisor; ZACK SCRIVNER, individually and as Kern County Supervisor, KERN COUNTY PUBLIC WORKS – CODE COMPLIANCE DIVISION, collectively; KERN COUNTY SHERIFF'S DEPARTMENT, collectively; DONNY YOUNGBLOOD, individually and as Kern County Sheriff; KERN COUNTY DISTRICT ATTORNEY'S OFFICE, collectively; LISA GREEN, individually and as Kern County District Attorney; KERN COUNTY COUNSEL'S OFFICE, collectively; MARK L. NATIONS, individually and as Kern County Counsel; JAMES BRENNAN, individually and as Deputy Kern County Counsel; CHARLES F. COLLINS, individually and as Chief Deputy Kern County Counsel; GURUJODHA S. KHALSA, individually and as Chief Deputy County Counsel; KERN COUNTY FIRE DEPARTMENT, collectively; KERN COUNTY PLANNING AND NATURAL RESOURCES DEPARTMENT, collectively; LORELEI OVIATT, individually and as Director; KERN COUNTY DEPARTMENT OF AGRICULTURE AND MEASUREMENT STANDARDS, collectively; GLENN FANKHAUSER, individually and as Commissioner; KERN COUNTY PUBLIC HEALTH DEPARTMENT, collectively; AL ROJAS, individually and as Kern County Code Compliance Division Supervisor; and DOES 1 Through 1000, Inclusive.

Page 2 of 2

Page 1 of 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Law Office of Abraham A. Labbad Abraham A. Labbad, SBN 271349 1250 Walnut St., Unit 122 Pasadena, CA 91106 TELEPHONE NO.: (818) 253-1529 FAX NO.: (818) 530-9236		CM-010 FOR COURT USE ONLY ELECTRONICALLY FILED 10/12/2017 10:48 AM Kern County Superior Court Terry McNally By Vanessa Cofield, Deputy
ATTORNEY FOR (Name): Big O Relief, a Calif. Non-Profit Mutual Benefit Corp.		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN STREET ADDRESS: 1415 Truxtun Avenue MAILING ADDRESS: 1415 Truxtun Avenue CITY AND ZIP CODE: Bakersfield, CA 93301 BRANCH NAME: Metropolitan Division		
CASE NAME: Big O Relief, et al, vs. County of Kern, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: BCV-17-102394 JUDGE: DEPT:
Items 1-6 below must be completed (see instructions on page 2).		
1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of Judgment (20) Miscellaneous Civil Complaint <input checked="" type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
2. This case <input type="checkbox"/> is <input checked="" type="checkbox"/> is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:		
a. <input type="checkbox"/> Large number of separately represented parties d. <input type="checkbox"/> Large number of witnesses b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court c. <input type="checkbox"/> Substantial amount of documentary evidence f. <input type="checkbox"/> Substantial postjudgment judicial supervision		
3. Remedies sought (check all that apply): a. <input checked="" type="checkbox"/> monetary b. <input checked="" type="checkbox"/> nonmonetary; declaratory or injunctive relief c. <input checked="" type="checkbox"/> punitive		
4. Number of causes of action (specify): 14		
5. This case <input type="checkbox"/> is <input checked="" type="checkbox"/> is not a class action suit.		
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)		
Date: October 11, 2017 Abraham A. Labbad, Esq.		
(TYPE OR PRINT NAME)		(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)
NOTICE Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed in sanctions). File this cover sheet in addition to any cover sheet required by local court rule. If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.		

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
Auto (22)–Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)	Breach of Rental/Lease	Construction Defect (10)
	Contract (<i>not unlawful detainer or wrongful eviction</i>)	Claims Involving Mass Tort (40)
	Contract/Warranty Breach–Seller	Securities Litigation (28)
	Plaintiff (<i>not fraud or negligence</i>)	Environmental/Toxic Tort (30)
	Negligent Breach of Contract/Warranty	Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Enforcement of Judgment
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Enforcement of Judgment (20)
Asbestos Property Damage	Collection Case–Seller Plaintiff	Abstract of Judgment (Out of County)
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Confession of Judgment (<i>non-domestic relations</i>)
Product Liability (<i>not asbestos or toxic/environmental</i>) (24)	Insurance Coverage (<i>not provisionally complex</i>) (18)	Sister State Judgment
Medical Malpractice (45)	Auto Subrogation	Administrative Agency Award (<i>not unpaid taxes</i>)
Medical Malpractice–Physicians & Surgeons	Other Coverage	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Professional Health Care Malpractice	Other Contract (37)	Other Enforcement of Judgment Case
Other PI/PD/WD (23)	Contractual Fraud	
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Miscellaneous Civil Complaint
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Real Property	RICO (27)
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	Other Complaint (<i>not specified above</i>) (42)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Declaratory Relief Only
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Injunctive Relief Only (<i>non-harassment</i>)
Non-PI/PD/WD (Other) Tort	Writ of Possession of Real Property	Mechanics Lien
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Other Commercial Complaint Case (<i>non-tort/non-complex</i>)
Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)	Quiet Title	Other Civil Complaint (<i>non-tort/non-complex</i>)
Defamation (e.g., slander, libel) (13)	Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)	Miscellaneous Civil Petition
Fraud (16)	Unlawful Detainer	Partnership and Corporate Governance (21)
Intellectual Property (19)	Commercial (31)	Other Petition (<i>not specified above</i>) (43)
Professional Negligence (25)	Residential (32)	Civil Harassment
Legal Malpractice	Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)	Workplace Violence
Other Professional Malpractice (<i>not medical or legal</i>)	Judicial Review	Elder/Dependent Adult Abuse
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Election Contest
Employment	Petition Re: Arbitration Award (11)	Petition for Name Change
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Relief From Late Claim
Other Employment (15)	Writ–Administrative Mandamus	Other Civil Petition
	Writ–Mandamus on Limited Court Case Matter	
	Writ–Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal–Labor Commissioner Appeals	

ELECTRONICALLY FILED

10/12/2017 10:48 AM

Kern County Superior Court

Terry McNally

By Vanessa Cofield, Deputy

LAW OFFICES OF ABRAHAM A. LABBAD

Abraham A. Labbad, Esq. (CA Bar No.: 271349)

1250 Walnut St., Unit 122

Pasadena, CA 91106

Office: (818) 253-1529

Fax: (818) 530-9236

Specially Appearing and Limited Scope

Attorneys for Plaintiffs:

BIG O RELIEF, ET AL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN (METROPOLITAN DIVISION)

BIG O RELIEF, a California Non-profit
Mutual Benefit Corporation, DOO H. YOON,
an individual, EUNICE S. YOON, an
individual, and Alvaro Ordaz, an individual,
Plaintiffs,

vs.

COUNTY OF KERN, a political subdivision
of the State of California; GREG FENTON,
individually and as Kern County Building
Inspector, KERN COUNTY BOARD OF
SUPERVISORS, collectively; LETICIA
PEREZ, individually and as Kern County
Supervisor; MICK GLEASON, individually
and as Kern County Supervisor; DAVID
COUCH, individually and as Kern County
Supervisor; MIKE MAGGARD, individually
and as Kern County Supervisor; ZACK
SCRIVNER, individually and as Kern County
Supervisor, KERN COUNTY PUBLIC
WORKS – CODE COMPLIANCE
DIVISION, collectively; KERN COUNTY
SHERIFF'S DEPARTMENT, collectively;
DONNY YOUNGBLOOD, individually and
as Kern County Sheriff; KERN COUNTY
DISTRICT ATTORNEY'S OFFICE,
collectively; LISA GREEN, individually and
as Kern County District Attorney; KERN
COUNTY COUNSEL'S OFFICE,
collectively; MARK L. NATIONS,
individually and as Kern County Counsel;
///

Case No.: BCV-17-102394

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF AND
DAMAGES FROM RACKETEERING,
CONSPIRACY TO ENGAGE IN A
PATTERN OF RACKETEERING
ACTIVITY, AND RELATED CAUSES
OF ACTION;**

1. Acquisition and Maintenance of an Interest in and Control of an Enterprise Engaged in a Pattern of Racketeering Activity: 18 U.S.C. §§ 1961(5), 1962(b);
2. Conduct and Participation in a RICO Enterprise through a Pattern of Racketeering Activity: 18 U.S.C. §§ 1961(5), 1962(c);
3. Conspiracy to Engage in a Pattern of Racketeering Activity: 18 U.S.C. §§ 1961(5), 1962(d);
4. Assault;
5. Battery;
6. Negligence;
7. Defamation: Libel Per Se and Slander;
8. Fraud/Intentional Misrepresentation;
9. Negligent Misrepresentation;
10. Intentional Interference with Prospective Economic Advantage;
11. Negligent Interference with Prospective Economic Advantage;
12. Conversion;
13. Declaratory Relief;
14. Preliminary Injunction.

**AND DEMAND FOR JURY TRIAL
(18 U.S.C. 1961, et seq.; 18 U.S.C. 1964
(Civil RICO Remedies).)**

1 JAMES BRENNAN, individually and as) (continued)
2 Deputy Kern County Counsel; CHARLES F.)
3 COLLINS, individually and as Chief Deputy)
4 Kern County Counsel; GURUJODHA S.)
5 KHALSA, individually and as Chief Deputy)
6 County Counsel; KERN COUNTY FIRE)
7 DEPARTMENT, collectively; KERN)
8 COUNTY PLANNING AND NATURAL)
9 RESOURCES DEPARTMENT, collectively;)
10 LORELEI OVIATT, individually and as)
11 Director; KERN COUNTY DEPARTMENT)
12 OF AGRICULTURE AND)
13 MEASUREMENT STANDARDS,)
collectively; GLENN FANKHAUSER,)
individually and as Commissioner; KERN)
COUNTY PUBLIC HEALTH)
DEPARTMENT, collectively; AL ROJAS,)
individually and as Kern County Code)
Compliance Division Supervisor; and DOES)
1 Through 1000, Inclusive,)
Defendants.)

14 TO EACH PARTY AND TO THEIR COUNSEL OF RECORD:

15 1. COMES NOW BIG O RELIEF, a California Nonprofit Mutual Benefit Corporation,
16 DOO H. YOON, an individual, EUNICE S. YOON, an individual, and ALVARO
17 ORDAZ, an individual (hereinafter 'Plaintiffs'), and for causes of action for civil RICO
18 violations arising from Defendants' violations of 18 U.S.C. §1961, et seq. – RICO
19 violations and remedies -- 18 U.S.C. §§ 241 – conspiracy against rights -- and 242 –
20 deprivation of rights under color of law -- bring this Complaint for declaratory and
21 injunctive relief and damages.

22 JURISDICTION

23
24 2. This honorable Superior Court has original jurisdiction pursuant to the civil RICO
25 remedies at 18 U.S.C. 1964, and the holdings of the U.S. Supreme Court in Tafflin v.
Levitt, 493 U.S. 455 (1990), and the U.S. Court of Appeals for the Ninth Circuit in Lou v.

1 Belzberg, 834 F.2d 730, hn. 4 (9th Cir. 1987) (California State courts have concurrent
2 jurisdiction of civil RICO claims).

3
4 PARTIES TO THE ACTION

- 5 3. That Plaintiff Big O Relief is and at all times mentioned in this Complaint was a
6 California Nonprofit Mutual Benefit Corporation authorized to conduct business in the
7 County of Kern and the State of California. Big O Relief is an enterprise engaged in and
8 the activities of which affect or impact the state of California, to wit: a corporation
9 incorporated under the laws of the State of California.
- 10 4. That Plaintiffs Doo H. Yoon and Eunice S. Yoon were and at all times mentioned in this
11 Complaint were owners of real property located in Kern County, California, that is an
12 integral part of the Complaint herein.
- 13 5. That Plaintiff Alvaro Ordaz was and at all times mentioned in this Complaint was
14 proprietor of Big O Relief, located in Kern County, California, that is an integral part of
15 the Complaint herein.
- 16 6. That Defendant County of Kern is a political subdivision of the State of California,
17 business form unknown, operating within Kern County, State of California.
- 18 7. That the business entity known as Big O Relief, whose business operation takes place in
19 Mojave, California, and real property, where the business entity is located, is the subject
20 of the present Complaint. Both business and real property that are the subject of this
21 action are located within Kern County, California.
- 22 8. That Defendant Greg Fenton, individually, is a citizen of the State of California, and
23 performs the duties entrusted him as Kern County Building Inspector.

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1 9. That Defendant Kern County Board of Supervisors, collectively, is a political subdivision
2 4 of the State of California, business form unknown, operating within Kern County, State
3 of California.

4 10. That Defendant Leticia Perez, individually, is a citizen of the State of California and
5 performs the duties entrusted her as Kern County Supervisor.

6 11. That Defendant Mick Gleason, individually, is a citizen of the State of California and
7 performs the duties entrusted him as Kern County Supervisor.

8 12. That Defendant David Couch, individually, is a citizen of the State of California and
9 performs the duties entrusted him as Kern County Supervisor.

10 13. That Defendant Mike Maggard, individually, is a citizen of the State of California and
11 performs the duties entrusted him as Kern County Supervisor.

12 14. That Defendant Zack Scrivner, individually, is a citizen of the State of California and
13 performs the duties entrusted him as Kern County Supervisor.

14 15. That Defendant Kern County Public Works – Code Compliance Division, collectively, is
15 a political subdivision of the State of California, business form unknown, operating
16 within Kern County, State of California.

17 16. That Defendant Kern County Sheriff's Department, collectively, is a political subdivision
18 of the State of California, business form unknown, operating within Kern County, State
19 of California.

20 17. That Defendant Donny Youngblood, individually, is a citizen of the State of California
21 and performs the duties entrusted him as Kern County Sheriff.

22 18. That Defendant Kern County District Attorney's Office, collectively, is a political
23 subdivision of the State of California, business form unknown, operating within Kern
24 County, State of California.
25

1 19. That Defendant Lisa Green, individually, is a citizen of the State of California and
5 performs the duties entrusted her as Kern County District Attorney.

3 20. That Defendant Kern County Counsel's Office, collectively, is a political subdivision of
4 the State of California, business form unknown, operating within Kern County, State of
5 California.

6 21. That Defendant Mark L. Nations, individually, is a citizen of the State of California and
7 performs the duties entrusted him as and as Kern County Counsel.

8 22. That James L. Brennan, individually, is a citizen of the State of California and performs
9 the duties entrusted him as Deputy Kern County Counsel.

10 23. That Charles F. Collins, individually, is a citizen of the State of California and performs
11 the duties entrusted him as Chief Deputy Kern County Counsel.

12 24. That Gurujodha S. Khalsa, individually, is a citizen of the State of California and
13 performs the duties entrusted him as Chief Deputy Kern County Counsel.

14 25. That Defendant Kern County Fire Department, collectively, is a political subdivision of
15 the State of California, business form unknown, operating within Kern County, State of
16 California.

17 26. That Defendant Kern County Planning and Natural Resources Department, collectively,
18 is a political subdivision of the State of California, business form unknown, operating
19 within Kern County, State of California.

20 27. That Defendant Lorelei Oviatt, individually, is a citizen of the State of California and
21 performs the duties entrusted her as Director of Kern County Planning and Natural
22 Resources Department.

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1 28. That Defendant Kern County Department of Agriculture and Measurement Standards,
2 collectively, is a political subdivision of the State of California, business form unknown,
3 operating within Kern County, State of California.

4 29. That Defendant Glenn Fankhauser, individually, is a citizen of the State of California and
5 performs the duties entrusted him as Commissioner of the Kern County Department of
6 Agriculture and Measurement Standards.

7 30. That Defendant Kern County Public Health Department, collectively, is a political
8 subdivision of the State of California, business form unknown, operating within Kern
9 County, State of California.

10 31. That Al Rojas, individually, is a citizen of the State of California and performs the duties
11 entrusted him as Kern County Code Compliance Division Supervisor.

12 32. The true names and capacities of Defendants DOES 1 through 1000, whether individual,
13 corporate, associate or otherwise, are unknown to Plaintiffs at the time of filing this
14 Complaint and Plaintiffs therefore sue said Defendants by such fictitious names and will
15 seek leave of court to amend this Complaint to show their true names or capacities when
16 the same have been ascertained. Plaintiffs are informed and believe, and thereon allege,
17 that each DOE Defendant is in some manner responsible for the events and happenings
18 herein set forth and proximately caused injury and damages to Plaintiffs, as herein
19 alleged.

20 33. Defendants, collectively and individually, as persons within the meaning of 18 U.S.C.A.
21 §1961(3) and as persons employed by and/or associated with said enterprise, conducted
22 and participated, directly or indirectly, in the conduct of the affairs of said enterprise
23 through a pattern of racketeering activity in violation of 18 U.S.C.A. §1962(c).
24
25

1 34. At all times mentioned herein, each DOE Defendant was the agent, employee, and
2 representative of the remaining Defendants and was at all times herein mentioned acting
3 within the scope of said agency, employment and representation.

4 35. All Defendants, named or DOE, that exist as political subdivisions of the County of Kern
5 and State of California, and that at all relevant times hereto operated under authority of
6 said political subdivision, are an enterprise engaged in and the activities of which affect
7 or impact the state of California, to wit: Defendants, and each of them, are required to
8 execute the laws of the State of California and the County of Kern by way of their
9 individual positions as representatives of the public in their respective roles.
10

11 ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

12 36. The ordinances and laws that are herein alleged to have been violated, include but are not
13 limited to 18 U.S.C. §§ 241, conspiracy against rights, and 242, deprivation of rights
14 under color of law, and arise from additional violations of sections of the Kern County
15 Ordinance Code, which were to be performed in Kern County, California, and violation
16 of California Health and Safety Code, §11362.5, among others as cited herein.

17 37. The three predicate acts which constitute this pattern of racketeering activity are:

18 1. Fraud/Intentional Misrepresentation and negligent misrepresentation:

19 a. Defendants', and each of their, fraudulent conduct involved convincing
20 the public in Kern County, California, that Defendants' actions toward
21 Plaintiffs' legal medical marijuana dispensary were lawful and necessary
22 to protect the health and welfare of the citizens of Kern County,
23 California. (See **Exhibit 'A'** – Press Release by Supervisor Zack
24 Scrivner.) Specifically, Zack Scrivner, member of the Kern County Board
25 of Supervisors, issued a statement to the public announcing a:

8 “County crackdown on illegal medical marijuana dispensaries. [and] This Enforcement Task Force action commences an initiative to close all illegal medical marijuana dispensaries that began operation after the May 10, 2016 Moratorium enacted by the Board of Supervisors. This Enforcement Task Force is a collaborative effort between Kern County Public Works – Code Compliance Division, Kern County Sheriff Department, District Attorney, County Counsel, Fire Department, Planning and Natural Resources, Department of Agriculture and Measurement Standards, and Public Health.”

It should be noted that Supervisor Scrivner’s allegations that all medical marijuana dispensaries that were to be closed were “illegal” **is false and extremely defamatory** to Plaintiff Big O Relief.

b. Mr. Scrivner further admitted: “The Enforcement Team seized several thousand dollars in unsafe edible product of unknown origin, as well as illegal bath salts.”

c. As a direct result of Supervisor Scrivner’s press release, on or about August 24, 2017, Kern County Enforcement Task Force agents, representatives, and officers entered the business of Big O Relief, located at 16940 State Highway 14, Mojave, California 93501, and forced their way into Big O Relief with guns drawn to effectuate the unlawful seizure of medicinal products and materials belonging to Plaintiffs. During this “raid” Plaintiffs’ employees and representatives were unlawfully and forcefully placed in handcuffs.

d. As a result of Defendants’, and each of their, actions described herein, the County, by way of Defendant Al Rojas, issued a notice of violation stating Plaintiffs may not operate as a collective or cooperative. The notice (See **Exhibit ‘B’ – Notice of Violation**) states: “An inspection was conducted on August 24, 2017 and it has been determined that the property is in

1 violation of Kern County Ordinances Code section 5.85, ... more than
2 twelve marijuana plants are being cultivated on the property.

- 3 e. The actions of Defendants were clearly in error and unlawful. Kern
4 County Ordinance Code section 5.84 clearly states that "Medical
5 marijuana cooperative" and "medical marijuana collective" are defined as
6 set forth in section IV of the California Attorney General Guidelines for
7 the Security and Non-diversion of Marijuana Grown for Medical Use
8 issued in August 2008, as they now read or as amended," which provides
9 that under section IV of the California Attorney General Guidelines,
10 medical marijuana patients and primary caregivers may "associate within
11 the State of California in order collectively or cooperatively to cultivate
12 marijuana for medical purposes." (H&S § 11362.775 ...) recognizes a
13 qualified right to collective and cooperative cultivation of medical
14 marijuana. (§§ 11362.7, 11362.77, and 11362.775.) [...] If a person is
15 acting as primary caregiver to more than one patient under section
16 11362.7(d)(2), he or she may aggregate the possession and cultivation
17 limits for each patient. Nonetheless, the County of Kern and its agents,
18 representatives and employees issued the above-referenced notice of
19 violation that clearly does not apply. As a result, the County has
20 maliciously prosecuted this case with apparent animus and goal to
21 eliminate dispensaries in Kern County.
- 22 f. Defendants Scrivner's and Rojas's, and by way of association and
23 representation all Defendants', assertions and allegations against Plaintiffs
24 were in fact false and were made with the intent to deceive the public into
25

1 supporting all Defendants' personal views about the medical marijuana
2 community and were further made to advance Defendants', and each of
3 their, personal and political aspirations.

4 g. Defendants', and each of their, malicious and fraudulent actions were in
5 violation of 18 U.S.C. §241, whereby Defendants, and each of them,
6 conspired to deprive Plaintiffs' rights to operate a lawful business under
7 California law, and U.S.C. §242, whereby Defendants intentionally
8 performed acts against Plaintiffs in order to deprive Plaintiffs of rights and
9 privileges under color of law.

10
11 h. It is important to note that, as a result of the zealous, yet egregious, actions
12 of the Kern County Board of Supervisors and Defendants collectively,
13 officers employed by the Kern County Sheriff's Office have entered
14 medical marijuana dispensaries in Kern County, including Big O Relief,
15 and unlawfully confiscated property belonging to the dispensaries under
16 color of law. (See **Exhibit 'C'—Newspaper article titled: "Former
17 Kern Co. Sheriff's deputies avoid prison for selling marijuana seized
18 in drug raids."**) The actions of the Kern County Sheriff's Department,
19 Supervisor Scrivner, and all Defendants, were unlawful and clearly
20 without probable cause or any legal reason. Said actions placed all lawful
21 members of the medical marijuana community in fear of law enforcement
22 agents.

23
24 i. It is further important to note that Kern County Counsel, Mark L. Nations,
25 has argued that the ruling of the Fifth District Court of Appeals in County
of Kern v. T.C.E.F., Inc., was inapplicable to the present matters affecting

11
1 medical marijuana dispensaries in Kern County. Mr. Nations stated that
2 the T.C.E.F. case had nothing to do with medical marijuana issues, but
3 was only an elections matter. However, according to Kern County
4 Ordinance Code § 5.86.020(14) – Declaration of Urgency, the ruling in
5 T.C.E.F. “has created uncertainty as to how and under what circumstances
6 the county may regulate current dispensaries and any future dispensaries
7 and how such local regulation will interact with the new state legislation
8 and its implementing regulations.” In fact, the T.C.E.F. decision had the
9 effect of reinstating Ordinance G-7849, a medical marijuana ordinance.
10 Mr. Nations’ interpretation of T.C.E.F. being a simple “elections case”
11 reveals his desire to fraudulently induce the public and those he reports to
12 of his interpretation of the law as he sees appropriate, without any regard
13 for the truth and/or actual law in the matter.
14

- 15 2. Defamation: Defendants’, and each of them, made/published false defamatory
16 statements about Plaintiffs operating an “illegal” medical marijuana
17 dispensary. These false statements were made/published to the public via
18 press release and newspaper article by Defendants with the intent to cause
19 injury to Plaintiffs’ personal and professional reputations, economic stability,
20 and were intentionally and negligently made to cause physical and economic
21 injury to Plaintiffs as a result of said actions. Defendants’ actions were in
22 violation of 18 U.S.C. §241, whereby Defendants, and each of them,
23 conspired to deprive Plaintiffs’ rights to operate a lawful medical marijuana
24 dispensary under California law and U.S.C. §242, whereby Defendants
25

1 performed acts against Plaintiffs in order to deprive Plaintiffs of rights and
2 privileges under color of law.

3 3. Assault and Battery: Through their actions Defendants, and each of them,
4 caused Plaintiffs to not only fear a volitional **unauthorized** act by Defendants,
5 their agents, representatives, or employees, but also to suffer such physical
6 attack by Defendants. Specifically, Plaintiffs were confronted by law
7 enforcement officers who had aimed their guns at Plaintiffs to effectuate the
8 raid that was demanded by the Kern County Board of Supervisors. Plaintiffs
9 were thereafter placed in handcuffs during said raid on Big O Relief.

10 Defendants' actions **were not authorized by law** and were the result of
11 Defendants County of Kern, their agents, representatives and employees
12 seeking to gain personal and professional (political) favor from the people of
13 Kern County.

14 Again, Defendants' actions were in violation of 18 U.S.C. §241, whereby
15 Defendants, and each of them, conspired to deprive Plaintiffs' rights to
16 operate a lawful business under California law, and U.S.C. §242, whereby
17 Defendants performed acts against Plaintiffs in order to deprive Plaintiffs of
18 rights under color of law.

19
20
21 38. Other RICO predicate acts, although appearing to be isolated events, were actually part of
22 the overall conspiracy and pattern of racketeering activity alleged herein, *e.g.* providing
23 misinformation to the public, via electronic and/or U.S. Post Office mail, for the personal
24 gain of Defendants, and each of them, and others involved in local and county politics,
25 including, but not limited to the dissemination of false information regarding businesses
operating as medical marijuana dispensaries. (See Kern County Ordinance Code, §5.86.)

1 39. Section 2.01.010 of the Kern County Ordinance Code – Government accountability –
13 provides:

3 A. County Officers and Employees. County officers, elected or appointed, and
4 employees have a duty of loyalty and a duty of care in fulfilling their public
5 trust in government service. These duties mandate knowledge of and
6 compliance with federal and state laws and regulations as well as county
7 ordinances and administrative regulations that apply to each officer's and
8 employee's specific responsibilities. The duty of compliance extends to all
9 county operations, including, but not limited to, accounting, purchasing,
10 contracting, delivery of services, and required reporting.

8 40. The primary objective of the racketeering enterprise has been to gain political favor,
9 enhance individual Defendants' reputations in the community for political and personal
10 gain by inflicting severe and sustained economic and personal (physical and reputational)
11 hardship upon Plaintiffs, with the intent of impairing, obstructing, preventing and
12 discouraging Plaintiffs from operating a medical marijuana dispensary – a topic of great
13 debate among law-abiding citizens of the State of California. Defendants', and each of
14 their, actions were done despite Big O Relief operating as a legal business within Kern
15 County, California.

17 41. Additionally, Defendant Kern County Planning Director Lorelei Oviatt disclosed at a
18 public Board of Supervisors meeting in August 2017, that Kern County wanted to rid
19 Kern County of the existing medical marijuana dispensaries so that businesses from Los
20 Angeles could establish their business in Kern County. Director Oviatt further disclosed
21 that allowing such Los Angeles-based business to enter Kern County would save Kern
22 County money because the specified business has a history of filing nuisance lawsuits
23 against their competitors and paying for the removal of existing dispensaries.
24 Defendants', and each of their, motivations entirely disregard the legality of existing
25 Kern County businesses and demonstrates the personal and professional disregard of the
citizens and businesses of Kern County.

1 42. Defendants accomplished their objectives by administering threats of criminal
2 14 prosecution, a slanderous smear campaign against Plaintiffs and other medical marijuana
3 dispensary businesses legally operating in Kern County, physically assaulting Plaintiffs'
4 employees and agents, and confiscation of unique property from Plaintiffs' business.

5 43. These acts of racketeering, occurring within two years of one another, constitute a pattern
6 of racketeering activity within the meaning of 18 U.S.C.A. § 1961(5).

7 44. Plaintiffs were injured in their business and property by reason of this violation of the
8 laws of California, in that, as a direct and proximate result of Defendants' complained-of
9 acts, Plaintiffs suffered damages, including loss of property, loss of reputation, closure of
10 their business, physical and emotional injury from having guns pointed at them and
11 handcuffs placed on their wrists unlawfully, and loss of earnings and profits.

12 45. As stated, this is a civil action for RICO remedies authorized by the federal statutes at 18
13 U.S.C. 1961 *et seq.*; for declaratory and injunctive relief; for actual, consequential and
14 exemplary damages; and for all other relief which the above-referenced Superior Court
15 deems just and proper under all circumstances which have caused the present Complaint.
16 (See 18 U.S.C. §§ 1964(a) and (c).)

17
18 BACKGROUND OF VIOLATED LOCAL ORDINANCES

19 46. Section 5.86.020 of the Kern County Ordinance Code - Declaration of Urgency, provides,
20 at subsection 10: "On April 5, 2016, the Fifth District Court of Appeal ruled in the case
21 of County of Kern v. T.C.E.F., Inc., that the Kern County Board of Supervisors acted in
22 violation of Elections Code 9145 when it repealed Chapter 5.84 of Title 5 of the Kern
23 County Ordinance Code in 2012, thus reinstating into law an ordinance chapter and
24 regulatory scheme that was repealed four (4) years ago." The repeal reinstated the
25 ordinance to what it was in 2009 under Ordinance G-7849.

- 1 47. Kern County Counsel Mark L. Nations' interpretation of this particular issue. On
2 15 September 26, 2017, during a Kern County Board of Supervisors meeting, Mr. Nations
3 argued that the ruling of the Fifth District Court of Appeals in *County of Kern v.*
4 *T.C.E.F., Inc.*, was inapplicable to the present matters affecting medical marijuana
5 dispensaries in Kern County because T.C.E.F. was merely an "elections matter" case. Mr.
6 Nations stated the T.C.E.F. case had nothing to do with medical marijuana issues. Again,
7 however, according to Kern County Ordinance Code § 5.86.020(14) – Declaration of
8 Urgency, the ruling in T.C.E.F. "has created uncertainty as to how and under what
9 circumstances the county may regulate current dispensaries and any future dispensaries
10 and how such local regulation will interact with the new state legislation and its
11 implementing regulations." In fact, as stated above, the T.C.E.F. decision had the effect
12 of reinstating Ordinance G-7849, a medical marijuana ordinance. If the T.C.E.F. case was
13 merely an "elections case" as described by Mr. Nations, then why would the Kern County
14 Ordinance Code treat the Fifth District's decision with such gravity and importance? As
15 the lead legal counsel for the entire county, especially when providing legal counsel to
16 the Board of Supervisors, Mr. Nations' flimsy interpretation of relevant case law reveals
17 his and his department's lack of understanding of the issues; or, alternatively, Mr.
18 Nations' interpretation demonstrates his and his department's desire to fraudulently
19 induce the public and those he reports to his interpretation of the law as he sees
20 appropriate, without any regard for the truth and/or actual law in the matter or how those
21 interpretations negatively impact citizens and business of Kern County.
22
23 48. Section 5.86.030 provides: "From and after the effective date of Ordinance G-8630, May
24 10, 2016, no medical marijuana dispensary, other than those in existence and operating
25

1 on the effective date of this ordinance, is permitted within the unincorporated areas of
2 16 Kern County during the period of time this ordinance is effective.”

3 49. California Government Code § 65858 provides:

4 (e) When an interim ordinance has been adopted, every subsequent ordinance
5 adopted pursuant to this section, covering the whole or a part of the same property, shall
6 automatically terminate and be of no further force or effect upon the termination of the
7 first interim ordinance or any extension of the ordinance as provided in this section.

8 50. Ordinance No. G-8630 is a subsequent ordinance imposing a moratorium on all “new”
9 applications for medical marijuana dispensary licenses within Kern County which
10 purported to take effect beyond the termination of the first (G-7849) ordinance and
11 second ordinance, or any extension of the (G-8630) ordinance. Therefore, it violates the
12 plain meaning of section 65858, subdivision (e), and would have been "of no further
13 force or effect" at the time Plaintiffs began operating Big O Relief in Mojave, California.

14 51. Nevertheless, Big O Relief was registered with the California Secretary of State’s Office
15 as operating in California as of October 22, 2009. (See **Exhibit ‘D’**.) On May 9, 2016
16 Defendant Big O Relief obtained a “Seller’s Permit” from the California State Board of
17 Equalization to operate in Mojave, California. (See **Exhibit ‘E’**.) Plaintiffs have receipts
18 that show delivery of products from Big O Relief to clients between April 26, 2016 and
19 May 6, 2016. (See **Exhibit ‘F’**.) In addition, on May 9, 2016 Defendants entered a lease
20 for retail property in Mojave, California. (See **Exhibit ‘G’**.)

21 52. On July 28, 2016 the County of Kern filed a Complaint for Preliminary and Permanent
22 Injunction for Violation of Kern County Ordinance Code, §5.86, against Big O Relief,
23 Doo H. Yoon, and Eunice S. Yoon, and Does 1 through 50, inclusive (Kern County
24 Superior Court, Case No. BCV-16-101782). (See **Exhibit ‘H’** – Complaint of County of
25 Kern and Greg Fenton vs. Big O Relief, et al. for Preliminary and Permanent Injunction)
On November 22, 2016, Big O Relief’s Motion to Quash Service of Summons was

1 granted. On January 3, 2017, County of Kern filed a Proof of Service alleging that Big O
 2 Relief, a California Non-Profit Mutual Benefit Corporation, was personally served on
 3 December 6, 2016, with the Summons, Complaint, and Civil Case Cover Sheet in the
 4 above-cited matter. The Court decided that without a response by January 5, 2017, Big O
 5 Relief was in default as of January 6, 2017.

6
 7 53. On January 13, 2017, no response forthcoming from Big O Relief, Doo H. Yoon or
 8 Eunice Yoon, the Clerk of Court entered default against Big O Relief, Doo H. Yoon and
 9 Eunice Yoon. The court granted Default Judgment on May 16, 2017 against all
 10 defendants in the matter. Big O Relief filed various motions to set aside the default
 11 judgment, all of which were denied, with the Court issuing its ruling denying Big O
 12 Relief's Motion to Set Aside Default Judgment on August 22, 2017. Big O Relief has
 13 filed a Motion for Reconsideration of Court's Denial of Motion to Set Aside Default
 14 Judgment, which is scheduled to be heard October 23, 2017. The issue of whether Big O
 15 Relief is a valid dispensary, under Kern County Ordinance Code 5.86, has not been
 16 decided on the merits. Therefore, Defendants' actions in the present matter, although
 17 unrelated to Plaintiffs' RICO allegations against Defendants herein, were premature and
 18 in violation of the laws and ordinances cited.

19 ACTS OF DEFENDANTS THAT RESULTED IN INJURY TO PLAINTIFFS

20
 21 54. In exercise of authority granted to members of the Kern County Board of Supervisors,
 22 and in furtherance of Civil RICO violations, on August 10, 2017 Zack Scrivner,
 23 Supervisor of the Second District for the Kern County Board of Supervisors, issued a
 24 press release announcing a "County crackdown on illegal medical marijuana
 25 dispensaries." (See Exhibit 'A'.) Mr. Scrivner further asserted that "This Enforcement
 Task Force action commences an initiative to close all illegal medical marijuana

1 dispensaries that began operation after the May 10, 2016 Moratorium enacted by the
2 Board of Supervisors. This Enforcement Task Force is a collaborative effort between
3 Kern County Public Works – Code Compliance Division, Kern County Sheriff
4 Department, District Attorney, County Counsel, Fire Department, Planning and Natural
5 Resources, Department of Agriculture and Measurement Standards, and Public Health.”
6 Mr. Scrivner also admitted that “The Enforcement Team seized several thousand dollars
7 in unsafe edible product of unknown origin, as well as illegal bath salts.”
8

9 55. On August 22, 2017, Kern County Enforcement Task Force agents, representatives, and
10 officers entered the business of Big O Relief, a California Nonprofit Mutual Benefit
11 Corporation, located at 16940 State Highway 14, Mojave, California 93501, and forced
12 their way into Big O Relief with guns drawn to effectuate the unlawful seizure of
13 medicinal products and materials belonging to Plaintiffs. During this “raid” Plaintiffs’
14 employees and representatives were placed in handcuffs.

15 56. As stated, the Kern County Enforcement Task Force agents, representatives and officers
16 were acting under the color of law and demand of the Kern County Board of Supervisors
17 and the County of Kern when they entered and disrupted the business operations of Big O
18 Relief. This disruption was clearly in violation of Kern County Ordinance Code and
19 California statutes. When the Task Force committed egregious acts upon Plaintiffs --
20 forcefully putting their firearms in the faces of and handcuffs on Plaintiffs -- the Courts
21 had not yet determined whether the business known as Big O Relief was a protected
22 medical marijuana dispensary under Kern County Code and California law.

23
24 57. The acts of Defendants and their agents, representatives, and employees was in
25 furtherance of the RICO predicate acts described above.

FIRST CAUSE OF ACTION

19

(Acquisition and Maintenance of an Interest in and Control of an Enterprise

Engaged in a Pattern of Racketeering Activity: 18 U.S.C. §§ 1961(5), 1962(b).)

58. Plaintiffs now re-allege each and every allegation as set forth above, and hereby incorporates same by reference, as if all were set forth fully herein.

59. At various times and places partially enumerated in Plaintiffs' documentary material, all Defendants did acquire and/or maintain, directly or indirectly, an interest in or control of a RICO enterprise of individuals who were associated in fact and who did engage in, and whose activities did affect the lawful operation of Plaintiffs' business venture, all in violation of 18 U.S.C. §§ 1961(4), (5), (9), and 1962(b).

60. During the lapse of time between enactment of the Kern County Ordinance Code, §5.86, and the present, all Defendants did cooperate jointly and severally in the commission of two (2) or more of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. §§ 1961(1)(A) and (B), and did so in violation of the RICO law at 18 U.S.C. 1962(b). Specifically, all Defendants conspired to commit fraud upon the people of Kern County and the State of California by providing false and injurious information that Defendants were operating an illegal business; all Defendants conspired to publish and act upon defamatory statements about Plaintiffs' business operating unlawfully; and all Defendants, through their individual and collective acts, conspired to commit assault and battery upon Plaintiffs by placing firearms in Plaintiffs' faces and placing handcuffs on Plaintiffs while effectuating the fraudulent and malicious raid on Plaintiffs' legal business.

61. Plaintiffs further allege that all Defendants did commit two (2) or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to

1 threaten continuity, i.e. a continuing threat of their respective racketeering activities, also
20 in violation of the RICO law at 18 U.S.C. 1962(b), supra.

3 62. Respondeat superior (principal is liable for agents' misconduct: knowledge of,
4 participation in, and benefit from a RICO enterprise).

5 SECOND CAUSE OF ACTION

6 *(Conduct and Participation in a RICO Enterprise through a Pattern of Racketeering Activity:*

7 *18 U.S.C. §§ 1961(5), 1962(c).)*

8 63. Plaintiff now re-alleges each and every allegation as set forth above, and hereby
9 incorporates same by reference, as if all were set forth fully herein.

10 64. At various times and places partially enumerated in Plaintiff's documentary material, all
11 Defendants did associate with a RICO enterprise of individuals who were associated in
12 fact and who engaged in, and whose activities were accomplished by way of telephone,
13 facsimile transmission, computer dissemination of Plaintiffs' personal and professional
14 information through the Internet (emails and/or other electronic transmissions) --
15 instrumentalities of interstate commerce -- and/or use of the public media to spread
16 vicious and false statements about Plaintiffs and their business activities.

17 65. Likewise, all Defendants did conduct and/or participate, either directly or indirectly, in
18 the conduct of the affairs of said RICO enterprise through a pattern of racketeering
19 activity, all in violation of 18 U.S.C. §§ 1961(4), (5), (9), and 1962(c).

20 66. Given the above, from enactment of Kern County Ordinance Code §5.86, et al., to the
21 present, all Defendants did cooperate jointly and severally in the commission of two (2)
22 or more of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. §§
23 1961(1)(A) and (B), and did so in violation of the RICO law at 18 U.S.C. 1962(c).
24
25

1 67. Plaintiffs further allege that all Defendants did commit two (2) or more of the offenses
21 2 itemized above in a manner which they calculated and premeditated intentionally to
3 threaten continuity, *i.e.* a continuing threat of their respective racketeering activities, also
4 in violation of the RICO law at 18 U.S.C. 1962(c) supra.

5 68. Pursuant to 84 Stat. 947, Sec. 904, Oct. 15, 1970, the RICO laws itemized above are to be
6 liberally construed by this honorable Court.

7 69. Respondeat superior. (Supra.)
8

9 THIRD CAUSE OF ACTION

10 (*Conspiracy to Engage in a Pattern of Racketeering Activity: 18 U.S.C. §§ 1961(5), 1962(d).*)

11 70. Plaintiffs now re-allege each and every allegation as set forth above, and hereby
12 incorporates same by reference, as if all were set forth fully herein.

13 71. At various times and places as described herein and partially enumerated in Plaintiffs'
14 documentary material, all Defendants did conspire to acquire and maintain an interest in a
15 RICO enterprise engaged in a pattern of racketeering activity, in violation of 18 U.S.C.
16 §§ 1962(b) and (d).

17 72. At various times and places as described herein and partially enumerated in Plaintiffs'
18 documentary material, all Defendants did also conspire to conduct and participate in said
19 RICO enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. §§
20 1962(c) and (d). See also 18 U.S.C. §§ 1961(4), (5) and (9).

21 73. During the lapse of time between enactment of the Kern County Ordinance Code, §5.86,
22 and the present, all Defendants did cooperate jointly and severally in the commission of
23 two (2) or more of the predicate acts that are itemized at 18 U.S.C. §§ 1961(1)(A) and
24 (B), in violation of 18 U.S.C. 1962(d).
25

1 74. Plaintiffs further allege that all Defendants did commit two (2) or more of the offenses
22
2 itemized above in a manner which they calculated and premeditated intentionally to
3 threaten continuity, i.e. a continuing threat of their respective racketeering activities, as
4 enumerated above, also in violation of 18 U.S.C. 1962(d).

5 75. Pursuant to 84 Stat. 947, Sec. 904, Oct. 15, 1970, the RICO laws itemized above are to be
6
7 liberally construed by this honorable Court.

8 76. Respondeat superior. (Supra.)

9 FOURTH CAUSE OF ACTION

10 *(Assault)*

11 77. Plaintiffs now re-allege each and every allegation as set forth above, and hereby
12 incorporates same by reference, as if all were set forth fully herein.

13 78. Plaintiffs are informed and believe, and thereon allege, that each of the DOE Defendants
14 is, in some manner, responsible for the events and happenings herein set forth and
15 proximately caused injury and damages to Plaintiffs as herein alleged.

16 79. At all times mentioned herein, each of the Defendants was the agent, servant, and/or
17 employee of each of the other Defendants and was at all times herein mentioned acting
18 within the scope of said agency and/or employment.

19 80. Doe Defendants who are agents, representatives or employees of Kern County Sheriff's
20 Department -- individually-identified Deputies are herein identified as Doe Defendants
21 and will be specifically identified when said names become available to Plaintiffs -- made
22 verbal threats and physical actions that placed Plaintiffs in the reasonable apprehension of
23 being shot and/or physically injured by guns that were aimed at Plaintiffs when
24 Defendants unlawfully entered and "raided" Big O Relief on August 22, 2017.
25

1 81. As a further result of the Doe Defendants' actions, Plaintiffs were placed under the
23 2 reasonable apprehension of being hit, punched, slapped, struck, kicked, and/or pushed by
3 said Doe Defendants when they placed Plaintiffs in handcuffs in order to effectuate the
4 unlawful raid on Big O Relief.

5 82. In doing the acts as alleged above, Defendants intended to cause or to place Plaintiffs in
6 the reasonable apprehension (fear) of repeated harmful and offensive contacts with
7 Plaintiffs' persons.

8 83. At no time did Plaintiffs consent to any of the acts of the Doe Defendants as alleged
9 above.

10 84. As a result of said Doe Defendants', and each of their, acts alleged above, Plaintiffs were
11 in fact placed in great apprehension of a harmful and offensive contact.

12 85. Defendants, and each of them individually and collectively, would benefit from the
13 removal of Big O Relief from Kern County by making false and fraudulent allegations
14 that Big O Relief was an illegal establishment and that Defendants, and each of them, had
15 caused Plaintiffs' removal.

16 86. As a further proximate result of the above-stated acts of Defendants, Plaintiffs were
17 prevented from attending to their usual occupation as a medical marijuana dispensary and
18 thereby lost earnings to Plaintiffs' damage.

19 87. The aforementioned-conduct of Defendants was willful and malicious and was intended
20 to oppress and scare Plaintiffs and to benefit Defendants, and each of them, personally
21 and politically. Plaintiffs are therefore entitled to an award of punitive damages.

22 ///

23 ///

FIFTH CAUSE OF ACTION

24

(Battery)

88. Plaintiffs now re-allege each and every allegation as set forth above, and hereby incorporates same by reference, as if all were set forth fully herein.

89. Plaintiffs are informed and believe, and thereon allege, that each of the DOE Defendants is, in some manner, responsible for the events and happenings herein set forth and proximately caused injury and damages to Plaintiffs as herein alleged.

90. At all times mentioned herein, each of the Defendants was the agent, servant, and/or employee of each of the other Defendants and was at all times herein mentioned acting within the scope of said agency and/or employment.

91. Immediately after being placed in great apprehension of a harmful and offensive contact with their persons, Defendants placed Plaintiffs in handcuffs, causing extensive physical and emotional injury to Plaintiff.

92. In doing the acts as alleged above, Defendants acted with the intent to make a contact with Plaintiffs' persons.

93. At no time did Plaintiff consent to any of the acts of Defendants alleged above.

94. As a proximate result of the acts of Defendants as alleged herein, Plaintiffs were hurt and injured in their health, strength, and activity, sustaining injury to their persons, all of which have caused, and continue to cause, Plaintiffs great mental, physical, and nervous pain and suffering.

95. As a further proximate result of the acts of Defendants, Plaintiffs were prevented from attending to their usual occupation as a medical marijuana dispensary and thereby lost earnings to Plaintiffs' damage.

1 96. The aforementioned-conduct of Defendants was willful and malicious and was intended
25 2 to oppress and cause injury to Plaintiffs and to benefit Defendants, and each of them
3 personally and politically. Plaintiffs are therefore entitled to an award of punitive
4 damages.

5 SIXTH CAUSE OF ACTION

6 *(Negligence)*

7 97. Plaintiffs now re-allege each and every allegation as set forth above, and hereby
8 incorporates same by reference, as if all were set forth fully herein.

9 98. Plaintiffs are informed and believe, and thereon allege, that each of the DOE Defendants
10 is, in some manner, responsible for the events and happenings herein set forth and
11 proximately caused injury and damages to Plaintiffs as herein alleged.

12 99. At all times mentioned herein, each of the Defendants was the agent, servant, and/or
13 employee of each of the other Defendants and was at all times herein mentioned acting
14 within the scope of said agency and/or employment.

15 100. Defendants, and each of them, were Kern County Officers and/or employees and
16 pursuant to section 2.01.010 - Government accountability – of the Kern County
17 Ordinance Code. Defendants, and each of them, as elected or appointed County officers
18 and employees, have a duty of loyalty and a duty of care in fulfilling their public trust in
19 government service. These duties mandate knowledge of and compliance with federal
20 and state laws and regulations as well as county ordinances and administrative
21 regulations that apply to each officer's and employee's specific responsibilities. The duty
22 of compliance extends to all county operations, including, but not limited to, accounting,
23 purchasing, contracting, delivery of services, and required reporting.
24
25

1 101. At all relevant times herein mentioned, Defendants, and each of them, undertook
2 26 the obligations and duties bestowed upon them as elected/appointed/employed agents of
3 the County of Kern. Defendants, and each of them, undertook an obligation to follow the
4 laws of the State of California, including the laws of the County of Kern, at all times
5 relevant hereto. Defendants, and each of them, were held in a position of trust by the
6 citizens of Kern County and Plaintiffs. As such, Defendants, and each of them, owed a
7 duty of trust and care to the people of Kern County to uphold the laws of the State of
8 California and, more specifically, the laws that some of the Defendants herein enacted in
9 the course and scope of their respective positions.
10

11 102. Defendants breached the duties of loyalty and care that was owed to Plaintiffs and
12 clients of Plaintiffs' business by ignoring the lawful application of K.C.O.C., §5.86 to
13 Plaintiffs. Defendants' publication of defamatory statements about Plaintiffs for their
14 own personal and political gain furthered the breach of duties owed to Plaintiffs.
15 Defendants further breached the duties owed to Plaintiffs when Defendants permitted
16 and/or acted to "raid" Plaintiffs' business on August 22, 2017, without any legal,
17 probable or otherwise, cause to do so.
18

19 103. Defendants conspired to and/or permitted false, malicious and defamatory
20 statements about Plaintiffs operating an "illegal" medical marijuana dispensary.
21 Defendants, and each of them, are responsible for the publication of the false/defamatory
22 statements that were published to the general public with the intent of causing Plaintiffs
23 economic and personal injury while promoting each Defendants' personal and political
24 clout in Kern County. Further, Defendants, and each of them, conspired to commit
25 assault and battery upon Plaintiffs for the purpose of gaining personal and professional
standing in Kern County.

1 104. Defendants' unlawful actions, that amounted to a breach of their duties that were
2 27 owed to all people of Kern County and the State of California, including Plaintiffs, began
3 on or about August 10, 2017 and continued until the date of filing Plaintiffs' Complaint
4 herein. Again, Defendants published a press release that informed the general public that
5 Plaintiffs' business, Big O Relief, was an "illegal" medical marijuana dispensary and that
6 the Kern County Board of Supervisors were going to close Plaintiffs' business.

7 105. The truth of the matter was that, at the time of Defendants' above-cited
8 publication and related acts, Big O Relief was operating legally in Kern County under the
9 laws of the State of California and the Kern County Ordinance Code. By their
10 misconduct and breach of any duty owed to the people of Kern County, Defendants
11 committed violations of California law, including but not limited to, California Health
12 and Safety Code, §11362.5, and Kern County Ordinance Code, § 5.86, et al.

13 106. Plaintiffs are informed and believe and thereon allege that Defendants, and each
14 of them, negligently, carelessly, wantonly, recklessly and unlawfully raided Big O Relief
15 on or about August 22, 2017, and failed to protect Plaintiffs from any such acts, thereby
16 resulting in injuries and damages to Plaintiffs.

17 107. Plaintiffs are informed and believe that Defendants, County of Kern, Kern County
18 Sheriff's Department, Kern County Board of Supervisors, Kern County Code
19 Enforcement Department and all other Defendants, who will be specifically identified
20 once discovery is conducted in the matter, who participated or furthered the false and
21 malicious defamatory statements about Plaintiffs that were published in a local
22 newspaper. Said Defendants knew or reasonably should have known the published
23 defamatory statements about Plaintiffs by the author of said statements, Defendant Zack
24 Scrivner, were false and would cause injury to Plaintiffs without legal reason for doing
25

1 so. Said acts of Defendants, and each of them, thereby proximately caused the injuries
28
2 and damages described below.

3 108. These acts of the Defendants, and each of them, showed a complete and total
4 disregard for the standards required of public officials, agents, representatives, and/or
5 employees of the County of Kern. Defendants', and each of their, above-cited acts,
6 caused Plaintiffs irreparable reputational and financial harm and denied Plaintiffs' rights
7 provided by the citizens of the State of California under California Health and Safety
8 Code, §11362.5, and section 5.86, et al., of the Kern County Ordinance Code.

9
10 109. As a direct, legal and proximate result of the negligence of Defendants, and each
11 of them, as aforesaid, Plaintiffs have sustained severe, serious, and permanent injuries to
12 their personal and professional lives, all to their damage in a sum to be shown according
13 to proof and within the jurisdiction of the Superior Court.

14 SEVENTH CAUSE OF ACTION

15 *(Defamation: Libel Per Se and Slander)*

16 110. Plaintiffs now re-allege each and every allegation as set forth above, and hereby
17 incorporates same by reference, as if all were set forth fully herein.

18 111. Plaintiffs are informed and believe and thereon allege that Defendants have
19 published or re-published false and defamatory statements regarding Plaintiffs and that
20 Defendants, and each of them, knew or should have known that such statements were
21 false, were about Plaintiffs, and were likely to cause significant harm to Plaintiffs at the
22 time they were made.

23
24 112. In one instance of libelous statements by Defendants, collectively through
25 association and individually as to Zack Scrivner, a press release was published by the
Kern County Board of Supervisors on or about August 10, 2017. The press release

specifically identified Big O Relief as an “illegal” medical marijuana dispensary operating in Mojave, California. The press release advised readers of the release that the actions of the Board of Supervisors was lawful under section 5.86 of the Kern County Ordinance Code. As provided above, the legality of Big O Relief’s operation has not been decided on the merits by a court of law. The information provided in the Board of Supervisors’ press release was then re-published in a local newspaper to citizens of Kern County. (See **Exhibit ‘I’ – Newspaper Articles regarding “Unlawful” medical marijuana dispensaries, including Big O Relief.**)

113. The allegations made by Supervisor Zack Scrivner and the Kern County Board of Supervisors was libel per se because it clearly and unequivocally identified Plaintiff Big O Relief, made statements about Big O Relief that said Big O Relief was an “illegal” business (which has not been determined by a court of law), thereby causing people who would normally do business at Big O Relief for their lawful medical needs to not do so for fear of prosecution.

114. In another instance of defamatory action taken by Defendants against Plaintiffs, Defendant Kern County Planning Director Lorelei Oviatt clearly stated “there are no legal dispensaries in Kern County because we [Kern County] have never permitted any medical marijuana dispensary to operate in Kern County.” Ms. Oviatt’s statement ignores the fact that the State of California permits medical marijuana dispensaries to operate in California. A failure on the part of Kern County to grant an operator’s permit for a lawful business does not make that business unlawful.

115. Such statements by Director Oviatt at a public hearing of the Kern County Board of Supervisors is slanderous to Plaintiffs because, when coupled with the press release issued by Zack Scrivner and the Board of Supervisors that specifically named Plaintiff

1 Big O Relief as an “illegal” medical marijuana dispensary, people who heard the false
2 30 allegations of Ms. Oviatt would believe that Big O Relief was not a lawful business and
3 therefore avoid doing business with Big O Relief.
4

5 116. Director Oviatt identified the purpose of removing Big O Relief from Kern
6 County when she stated that Kern County planned to allow similar medical marijuana
7 dispensaries that presently operate in Los Angeles, California, to relocate to Kern
8 County. Statements made by Ms. Oviatt identify Defendants’ and each of their, intent in
9 allowing the Los Angeles-based dispensaries to relocate to Kern County was because said
10 dispensary had a history of causing other dispensaries to close by filing their own
11 nuisance actions against their competitors. According to Ms. Oviatt, the County would
12 save money by not having to pay for the legal actions to seek court approval to close the
13 dispensaries themselves. Given the statements of Director Oviatt, it is clear that
14 Defendants are willing to intentionally injure lawful Kern County businesses in order to
15 gain political and personal favor from the citizens of Kern County by suggesting that
16 they, Defendants, saved the County of Kern some money.
17

18 117. All of the above statements were made with malice and intent to injure Plaintiffs’
19 business and business reputation. Defendants have repeatedly made false and injurious
20 statements about Plaintiffs. In the above-cited instances of false and defamatory
21 information being disseminated to the public by Defendants the information published
22 was intended to injure Plaintiffs.
23

24 118. Pursuant to the laws of the State of California and the Kern County Ordinance
25 Code, Big O Relief was in existence and operating prior to the Moratorium that was
enacted on May 10, 2016. (See K.C.O.C., §5.86.) Therefore, Plaintiffs were not operating
“illegally,” at any time referenced herein.

119. Doe and other Defendants, whose identities have not yet been specifically identified, relied on the information given them by the Board of Supervisors, and other named Defendants, that Plaintiffs were operating illegally and took action to stop Plaintiffs' alleged unlawful activities. Specifically, said Defendants raided Big O Relief on August 22, 2017, with guns drawn and the application of handcuffs to Plaintiffs, their agents, representatives and employees. Plaintiffs will seek leave of Court to amend the Complaint once the names of the Doe Defendants herein-mentioned are known.

120. As a result of such libelous and slanderous defamatory statements, Plaintiffs have thereby suffered injury and damage to their personal and professional reputations and to their persons in an amount to conform to proof at trial, but in no event less than the jurisdictional minimum of this Court.

121. Because the defamatory statements were made with malice and intent to injure, Plaintiffs are entitled to exemplary and punitive damages in a sum appropriate to punish such Defendants.

EIGHTH CAUSE OF ACTION

(Fraud/Intentional Misrepresentation)

122. Plaintiffs now re-allege each and every allegation as set forth above, and hereby incorporates same by reference, as if all were set forth fully herein.

123. On or about August 10, 2017 and September 2, 2017, Defendants Kern County Board of Supervisors and, specifically and individually, Zack Scrivner, Mick Gleason, Leticia Perez, David Couch, Mike Maggard made the following representations to the public via a press release that was re-published in a local newspaper:

32

a. That the County of Kern was raiding all medical marijuana dispensaries that are operating illegally in the County of Kern, which included Defendants' business, Big O Relief;

b. That the actions taken against Big O Relief and other medical marijuana dispensaries was authorized pursuant to Kern County Ordinance Code section 5.86;

c. That Big O Relief was an illegal medical marijuana dispensary.

124. The representations made by said Defendants were in fact false. The true facts were:

a. That Big O Relief had been in existence and operation prior to the enactment of the Moratorium date of May 10, 2016;

b. That Big O Relief was not operating illegally when it was physically raided by Defendants' agents, representatives, and employees on August 22, 2017;

c. That Defendants knew or had reason to know that Big O Relief was operating legally, pursuant to California and Kern County laws;

c. That Defendants were targeting all medical marijuana dispensaries that were not on a list compiled by Defendants. Defendants intentionally and/or negligently failed to investigate the legality of their statements and actions regarding Big O Relief and Plaintiffs and regarding the legality of the raids that were conducted on medical marijuana dispensaries operating in Kern County, including Big O Relief.

d. That, had Defendants properly investigated the truth or falsity of Big O Relief's status as a legal medical marijuana dispensary they would have discovered that it was in fact in existence and operating prior to the May 10, 2016 Moratorium, supra.

e. That the above-cited press release, newspaper articles, subsequent raid on Big O Relief, and statements made by Planning Director Oviatt provided support for certain

33
Defendants' political interests and ambitions by allegedly "protecting the citizens" of Kern County from "illegal" medical marijuana dispensaries.

125. When the above-identified Defendants, and each of them, made or caused these representations to be published to the public and authorized the unlawful raid on Big O Relief, they knew the statements about Big O Relief and Plaintiffs to be false and made these representations with the intention to deceive and defraud the public at large and to induce the public to act against Plaintiffs' personal and professional interests and to believe Defendants' representations to further Defendants' personal and professional (political) interests.

126. Reliance by the public in general on the above-identified Defendants' representations was justified because Defendants held elected positions of trust and authority in Kern County.

127. Further, no matter how much evidence was presented to Defendants, and each of them collectively and individually, they refused to acknowledge the fact that Plaintiffs were operating legally at the time Defendants made their false statements.

128. As a proximate result of the fraudulent conduct of said Defendants, Big O Relief was unlawfully raided by law enforcement officials, thereby causing great and irreparable injury to Plaintiffs' financial, emotional, reputational, and personal security.

129. As a proximate result thereof, Plaintiffs have been damaged in an amount to be proven at trial, but not less than the jurisdictional limit of this Court.

130. The aforementioned conduct was an intentional misrepresentation, deceit and/or concealment of material facts known to Defendants, with the intention on the part of Defendants of gaining personal and professional (political) favor from the constituents of their respective public offices by thereby depriving Plaintiffs of property, legal rights or

1 otherwise causing injury, was despicable conduct that subjected Plaintiffs to cruel and
2 34 unjust hardship in conscious disregard of Plaintiffs' rights, so as to justify an award of
3 exemplary and punitive damages.

4 NINTH CAUSE OF ACTION

5 *(Negligent Misrepresentation)*

6
7 131. Plaintiffs now re-allege each and every allegation as set forth above, and hereby
8 incorporates same by reference, as if all were set forth fully herein.

9 132. As cited above, Defendants, and each of them collectively and by way of
10 association/respondeat superior, made the following representations to the public via a
11 press release that was re-published in a local newspaper:

12 a. That the County of Kern was raiding all medical marijuana dispensaries that are
13 operating illegally in the County of Kern, which included Defendants' business, Big
14 O Relief;

15 b. That the actions taken against Big O Relief and other medical marijuana
16 dispensaries was authorized pursuant to Kern County Ordinance Code section 5.86;

17 c. That Big O Relief was an illegal medical marijuana dispensary.

18
19 133. The representations made by said Defendants were in fact false. The true facts
20 were:

21 a. That Big O Relief had been in existence and operation prior to the enactment of
22 the Moratorium date of May 10, 2016;

23 b. That Big O Relief was not operating illegally when it was physically raided by
24 Defendants' agents, representatives, and employees on August 22, 2017;

25 c. That Defendants knew or had reason to know that Big O Relief was operating
legally, pursuant to California and Kern County laws;

1 c. That Defendants were targeting all medical marijuana dispensaries that were not
2 35 on a list compiled by Defendants. Defendants intentionally and/or negligently failed
3 to investigate the legality of the raids on medical marijuana dispensaries operating in
4 Kern County, including Big O Relief.

5 d. That, had Defendants properly investigated the truth or falsity of Big O Relief's
6 status as a legal medical marijuana dispensary they would have discovered that it was
7 in fact in existence and operating prior to the May 10, 2016 Moratorium that
8 Defendants maliciously relied-upon when they issued the above-mentioned press
9 release and authorized the ensuing raid on Plaintiffs' business.

10 e. That the above-cited press releases and subsequent raid on Big O Relief provided
11 support for Kern County Board of Supervisors members' political interests and
12 ambitions by protecting the citizens of Kern County from "illegal" medical marijuana
13 dispensaries.
14

15 134. When Defendants, and each of them, made or caused these representations to be
16 published to the public and authorized the unlawful raid on Big O Relief, they knew or
17 should have known them to be false and allowed these statements which resulted in
18 deceitful and fraudulent representations to the public at large, thereby resulting in the
19 inducement of the public to act in reliance on Defendants' representations so that
20 Plaintiffs' business would be closed.
21

22 135. Reliance by the public in general on Defendants' representations was justified
23 because Defendants held positions of trust and authority in Kern County.

24 136. Further, no matter how much evidence was presented to Defendants, they refused
25 to acknowledge the fact that Plaintiffs were operating legally at the time Defendants
made their false statements about Plaintiffs.

1 137. As a proximate result of the fraudulent conduct of Defendants, Big O Relief was
2 36 unlawfully raided by law enforcement officials, thereby causing great and irreparable
3 injury to Plaintiffs' financial, emotional, reputational, and personal security.

4 138. As a proximate result thereof, Plaintiffs have been damaged in an amount to be
5 proven at trial, but not less than the jurisdictional limit of this court.

6 139. The aforementioned-conduct was a negligent misrepresentation, deceit and/or
7 concealment of material facts known to Defendants, for the purpose or result of gaining
8 political favor from the constituents of their positions by thereby depriving Plaintiffs of
9 property, legal rights or otherwise causing injury, was despicable conduct that subjected
10 Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights, so as to
11 justify an award of exemplary and punitive damages.
12

13 TENTH CAUSE OF ACTION

14 *(Intentional Interference with Prospective Economic Advantage)*

15 140. Plaintiffs now re-allege each and every allegation as set forth above, and hereby
16 incorporates same by reference, as if all were set forth fully herein.

17 141. Defendants targeted Big O Relief in order to stop patients/clients from
18 frequenting Plaintiffs' medical marijuana dispensary, thereby causing Plaintiffs great
19 financial injury and damage to Plaintiffs' reputations in the community and to interfere
20 with business relationships that Defendants, and each of them, knew or should have
21 known that Plaintiffs had with existing and prospective clients.
22

23 142. Defendants knew, or had reason to know, that informing the citizens of Kern
24 County that Big O Relief was an "illegal" medical marijuana dispensary would directly
25 interfere with any existing and/or prospective economic advantages Big O Relief had or
would have with existing and potential medical marijuana patients/clients.

1 143. As a proximate result of the fraudulent/egregious conduct of Defendants,
2 37 Plaintiffs have suffered great and irreparable financial injury. As a proximate result
3 thereof, Plaintiffs have been damaged in an amount to be proven at trial, but not less than
4 the jurisdictional limit of this court.

5 144. The aforementioned-conduct was an intentional misrepresentation, deceit and/or
6 concealment, with the intention on the part of Defendants of denying Plaintiffs financial
7 gain by thereby depriving Plaintiffs of property, legal rights or otherwise, causing injury,
8 and was despicable conduct that subjected Plaintiffs to cruel and unjust hardship and
9 conscious disregard of Plaintiffs' rights, so as to justify an award of exemplary and
10 punitive damages.
11

12 ELEVENTH CAUSE OF ACTION

13 *(Negligent Interference with Prospective Economic Advantage)*

14 145. Plaintiffs now re-allege each and every allegation as set forth above, and hereby
15 incorporates same by reference, as if all were set forth fully herein.

16 146. Defendants, and each of them, as elected public officials and agents and
17 representatives of the County of Kern, owed a duty to Plaintiffs to uphold the laws of the
18 State of California and the County of Kern in order to promote the safety, growth, and
19 prosperity of the citizens of the State of California and the County of Kern.
20

21 147. On or about August 10, 2017 and September 2, 2017, Defendants made
22 statements that the County of Kern was raiding all medical marijuana dispensaries that
23 are operating illegally in the County of Kern. Defendants included Big O Relief, which
24 was operating in Mojave, California, as one of the medical marijuana dispensaries that
25 were operating "illegally," and that the actions taken against Big O Relief and other

1 medical marijuana dispensaries was authorized pursuant to Kern County Ordinance Code
2 38 section 5.86.

3 148. Defendants knew that Big O Relief was operating and in existence in Mojave,
4 California, at the time the Moratorium was enacted, supra.

5 149. Defendants targeted Big O Relief in order to stop patients/clients from
6 frequenting the medical marijuana dispensary.

7 150. Defendants knew, or had reason to know, that informing the citizens of Kern
8 County that Big O Relief was an “illegal” medical marijuana dispensary would directly
9 interfere with any existing clientele Big O Relief had or would have with existing and
10 potential medical marijuana patients/clients.

11 151. Defendants breached the duty owed to Plaintiffs when Defendants ignored
12 California law and the Kern County Ordinance Code by intentionally attacking, as
13 described above, Plaintiffs’ business operations, reputation, and financial stability.

14 152. As a proximate result of the fraudulent conduct of Defendants, and each of them,
15 Plaintiffs suffered great and irreparable financial injury. As a proximate result thereof,
16 Plaintiffs have been damaged in an amount to be proven at trial, but not less than the
17 jurisdictional limit of this Court.

18 153. The aforementioned-conduct of Defendants, and each of them, was an intentional
19 misrepresentation, deceit and/or concealment, with the intention on the part of
20 Defendants of denying Plaintiffs financial gain by thereby depriving Plaintiffs of
21 property, legal rights or otherwise, causing injury and was despicable conduct that
22 subjected to cruel and unjust hardship and conscious disregard of Plaintiffs’ rights, so as
23 to justify an award of exemplary and punitive damages.
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TWELVTH CAUSE OF ACTION

39

(Conversion)

154. Plaintiffs now re-allege each and every allegation as set forth above, and hereby incorporates same by reference, as if all were set forth fully herein.

155. Plaintiffs are, and at all times relevant herein were, the owners/proprietors of or entitled to immediately possess the property normally associated with operating Big O Relief, a medical marijuana dispensary.

156. Defendants wrongfully interfered with Plaintiffs' interests in the above-described property by undertaking the following acts: On or about August 22, 2017, Defendants wrongfully took possession and control of products and merchandise legally belonging to Plaintiffs.

157. While Defendants were in the possession of the converted goods, they altered, damaged and/or destroyed the items at issue.

158. Defendants conspired with other Defendants to convert the above-mentioned property, so that the activities of one are attributable to all.

159. As a result of Defendants' acts of conversion, Plaintiffs have been damaged in the sum or sums to be proven at trial, including all compensatory damages. Further, Defendants are further entitled to compensation for the time and money expended in pursuit of the property.

160. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice, and in conscious disregard of the rights of Plaintiffs, and Plaintiffs are therefore entitled to punitive damages according to proof at the time of trial.

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THIRTEENTH CAUSE OF ACTION

(Declaratory Relief)

161. Plaintiffs now re-allege each and every allegation as set forth above, and hereby incorporates same by reference, as if all were set forth fully herein.

162. Big O Relief was in existence and operating prior to the effective date of the May 10, 2016 Moratorium as provided in Kern County Ordinance Code, §5.86. The above-cited documents and information indicate that Big O Relief was “in existence” and “operating” prior to the May 10, 2016 Moratorium and thus should not have been raided under color of law (Kern County Ordinance Code, §5.86).

163. Further, Big O Relief was raided under color of law by Defendants prior to any determination by a court of competent jurisdiction that Big O Relief was actually an “illegal” medical marijuana dispensary.

164. An actual controversy has arisen and now exists between Plaintiffs and Defendants because the County of Kern, through actions taken by members of the Board of Supervisors and agents, representatives, and employees of the County of Kern (all remaining Defendants), demonstrate their refusal to accept the fact that Big O Relief was in fact in existence and operating prior to the May 10, 2016 cut-off date as imposed by Rule 5.86 of the Kern County Ordinance Code.

165. A judicial declaration is necessary and appropriate at this time in order that Plaintiffs may ascertain the rights and duties afforded them under the laws of the State of California and the Kern County Ordinance Code.

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FOURTEENTH CAUSE OF ACTION

(Preliminary Injunction)

166. Plaintiffs now re-allege each and every allegation as set forth above, and hereby incorporates same by reference, as if all were set forth fully herein.

167. Plaintiffs are informed and thereupon believe Defendants will take further steps to close Plaintiffs' legal business and take possession of the unique products, books, income, and furnishings within the medical marijuana dispensary known as Big O Relief.

168. The Defendants' and each of their, wrongful conduct, unless and until enjoined and restrained by order of this Court, will cause great and irreparable injury to Plaintiffs by continuous slanderous/defamatory publications and by unlawfully confiscating products and merchandize created by Plaintiffs and thereby denying Plaintiffs the benefit of rightful and lawful ownership interest in said items and business.

169. As a proximate result of the Defendants', and each of their, continued wrongful conduct, the full amount of damage is not now known to Plaintiffs, and Plaintiffs will amend this Complaint to state this amount when it becomes known or upon proof of damages.

WHEREFORE, pursuant to the statutes at 18 U.S.C. 1964(a) and (c), Plaintiffs pray for judgment against Defendants and DOES 1 through 1000, each of them as follows:

FOR THE FOLLOWING CAUSES OF ACTION

FIRST CAUSE OF ACTION *(Acquisition and Maintenance of an Interest in and Control of an Enterprise Engaged in a Pattern of Racketeering Activity: 18 U.S.C. §§ 1961(5), 1962(b))*:

1. That this Court liberally construe the RICO laws and thereby find that all Defendants, both jointly and severally, have acquired, maintained, and acted upon, both directly and indirectly, an interest in and/or control of a RICO enterprise of persons and of other individuals

1 who were associated in fact, all of whom engaged in, and whose activities did affect, the lawful
2 operation of Plaintiffs' business venture in violation of 18 U.S.C. 1962(b).

3 2. That all Defendants and all their directors, officers, employees, agents, servants and all
4 other persons in active concert or in participation with them, be enjoined temporarily during
5 pendency of this action, and permanently thereafter, from acquiring or maintaining, whether
6 directly or indirectly, any interest in or control of any RICO enterprise of persons, or of other
7 individuals associated in fact, who are engaged in, or whose activities do affect the lawful
8 operation of Plaintiffs' business venture.

9 3. That all Defendants and all of their directors, officers, employees, agents, servants and
10 all other persons in active concert or in participation with them, be enjoined temporarily during
11 pendency of this action, and permanently thereafter, from committing any more predicate acts in
12 furtherance of the RICO enterprise alleged in this Complaint.

13 4. That all Defendants be required to account for all gains, profits, and advantages
14 derived from their several acts of racketeering activity in violation of 18 U.S.C. 1962(b) and
15 from all other violation(s) of applicable State and federal law(s).

16 5. That judgment be entered for Plaintiffs and against all Defendants for Plaintiffs' actual
17 damages, and for any gains, profits, or advantages attributable to all violations of 18 U.S.C.
18 1962(b), according to the best available proof.

19 6. That all Defendants pay to Plaintiffs treble (triple) damages, under authority of 18
20 U.S.C. 1964(c), for any gains, profits, or advantages attributable to all violations of 18 U.S.C.
21 1962(b), according to the best available proof.

22 7. That all Defendants pay to Plaintiffs all damages sustained by Plaintiffs in
23 consequence of Defendants' several violations of 18 U.S.C. 1962(b), according to the best
24 available proof.

1 8. That all Defendants pay to Plaintiffs his costs of the lawsuit incurred herein including,
2 but not limited to, all necessary research, all non-judicial enforcement and all reasonable
3 counsel's fees, at a minimum of \$250.00 per hour worked.

4 9. That all damages caused by all Defendants, and all gains, profits, and advantages
5 derived by all Defendants, from their several acts of racketeering in violation of 18 U.S.C.
6 1962(b) and from all other violation(s) of applicable State and federal law(s), be deemed to be
7 held in constructive trust, for the benefit of Plaintiffs, their heirs and assigns.

8 10. That Plaintiffs have such other and further relief as this Court deems just and proper,
9 under the circumstances of this action.

10
11 SECOND CAUSE OF ACTION: (*Conduct and Participation in a RICO Enterprise through a*
12 *Pattern of Racketeering Activity: 18 U.S.C. §§ 1961(5), 1962(c)*):

13 1. That this Court liberally construe the RICO laws and thereby find that all Defendants
14 have associated with a RICO enterprise of persons and of other individuals who were
15 associated in fact, all of whom did engage in, and whose activities did affect, the lawful
16 operation of Plaintiffs' business venture in violation of the RICO law at 18 U.S.C.
17 1962(c).

18 2. That this Court liberally construe the RICO laws and thereby find that all Defendants
19 have conducted and/or participated, directly or indirectly, in the affairs of said RICO
20 enterprise through a pattern of racketeering activity in violation of the RICO laws at 18
21 U.S.C. §§ 1961(5) ("pattern" defined) and 1962(c) supra.

22 3. That all Defendants and all of their directors, officers, employees, agents, servants and all
23 other persons in active concert or in participation with them, be enjoined temporarily
24 during pendency of this action, and permanently thereafter, from associating with any
25

1 RICO enterprise of persons, or of other individuals associated in fact, who do engage in,
2 44 or whose activities do affect, the lawful operation of Plaintiffs' business venture.

- 3 4. That all Defendants and all of their directors, officers, employees, agents, servants and all
4 other persons in active concert or in participation with them, be enjoined temporarily
5 during pendency of this action, and permanently thereafter, from conducting or
6 participating, either directly or indirectly, in the conduct of the affairs of any RICO
7 enterprise through a pattern of racketeering activity in violation of the RICO laws at 18
8 U.S.C. §§ 1961(5) and 1962(c), supra.
- 9 5. That all Defendants and all of their directors, officers, employees, agents, servants and all
10 other persons in active concert or in participation with them, be enjoined temporarily
11 during pendency of this action, and permanently thereafter, from committing any more
12 predicate acts in furtherance of the RICO enterprise alleged in COUNT TWO, supra.
- 13 6. That all Defendants be required to account for all gains, profits, and advantages derived
14 from their several acts of racketeering in violation of 18 U.S.C. 1962(c), supra, and from
15 all other violation(s) of applicable State and federal law(s).
- 16 7. That judgment be entered for Plaintiff and against all Defendants for Plaintiff's actual
17 damages, and for any gains, profits, or advantages attributable to all violations of 18
18 U.S.C. 1962(c), supra, according to the best available proof.
- 19 8. That all Defendants pay to Plaintiff treble (triple) damages, under authority of 18 U.S.C.
20 1964(c), for any gains, profits, or advantages attributable to all violations of 18 U.S.C.
21 1962(c), supra, according to the best available proof.
- 22 9. That all Defendants pay to Plaintiff all damages sustained by Plaintiff in consequence of
23 Defendants' several violations of 18 U.S.C. 1962(c), supra, according to the best
24 available proof.
25

1 10. That all Defendants pay to Plaintiffs costs of the lawsuit incurred herein including, but
2 45 not limited to, all necessary research, all non-judicial enforcement and all reasonable
3 counsel's fees, at a minimum of \$250.00 per hour worked (Plaintiff's standard
4 professional rate at start of this action).

5 11. That all damages caused by all Defendants, and all gains, profits, and advantages derived
6 by all Defendants, from their several acts of racketeering in violation of 18 U.S.C.
7 1962(c), supra, and from all other violation(s) of applicable State and federal law(s), be
8 deemed to be held in constructive trust, for the benefit of Plaintiffs, their heirs and
9 assigns.

10 12. That Plaintiffs have such other and further relief as this Court deems just and proper,
11 under the full range of relevant circumstances which have occasioned the instant action.
12

13 THIRD CAUSE OF ACTION: (*Conspiracy to Engage in a Pattern of Racketeering Activity:*
14 *18 U.S.C. §§ 1961(5), 1962(d)*):

- 15 1. That this Court liberally construe the RICO laws and thereby find that all Defendants
16 have conspired to acquire and maintain an interest in, and/or conspired to acquire and
17 maintain control of, a RICO enterprise engaged in a pattern of racketeering activity in
18 violation of 18 U.S.C. §§ 1961(5), 1962(b) and (d), supra.
- 19 2. That this Court liberally construe the RICO laws and thereby find that all Defendants
20 have conspired to conduct and participate in said RICO enterprise through a pattern of
21 racketeering activity in violation of 18 U.S.C. §§ 1961(5), 1962(c) and (d), supra.
- 22 3. That all Defendants and all their directors, officers, employees, agents, servants and all
23 other persons in active concert or in participation with them, be enjoined temporarily
24 during pendency of this action, and permanently thereafter, from conspiring to acquire or
25

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maintain an interest in, or control of, any RICO enterprise that engages in a pattern of racketeering activity in violation of 18 U.S.C. §§ 1961(5), 1962(b) and (d), supra.

4. That all Defendants and all their directors, officers, employees, agents, servants and all other persons in active concert or in participation with them, be enjoined temporarily during pendency of this action, and permanently thereafter, from conspiring to conduct, participate in, or benefit in any manner from any RICO enterprise through a pattern of racketeering activity in violation of 18 U.S.C. §§ 1961(5), 1962(c) and (d), supra.
5. That all Defendants and all their directors, officers, employees, agents, servants and all other persons in active concert or in participation with them, be enjoined temporarily during pendency of this action, and permanently thereafter, from committing any more predicate acts in furtherance of the RICO enterprise alleged in COUNT THREE supra.
6. That all Defendants be required to account for all gains, profits, and advantages derived from their several acts of racketeering in violation of 18 U.S.C. 1962(d), supra, and from all other violation(s) of applicable State and federal law(s).
7. That judgment be entered for Plaintiff and against all Defendants for Plaintiffs' actual damages, and for any gains, profits, or advantages attributable to all violations of 18 U.S.C. 1962(d), supra, according to the best available proof.
8. That all Defendants pay to Plaintiffs treble (triple) damages, under authority of 18 U.S.C. 1964(c), for any gains, profits, or advantages attributable to all violations of 18 U.S.C. 1962(d), supra, according to the best available proof.
9. That all Defendants pay to Plaintiffs all damages sustained by Plaintiffs in consequence of Defendants' several violations of 18 U.S.C. 1962(d), supra, according to the best available proof.

1 10. That all Defendants pay to Plaintiffs costs of the lawsuit incurred herein including, but
2 47 not limited to, all necessary research, all non-judicial enforcement, and all reasonable
3 counsel's fees, at a minimum of \$250.00 per hour worked (Plaintiff's attorney's standard
4 professional rate at start of this action).

5 11. That all damages caused by all Defendants, and all gains, profits, and advantages derived
6 by all Defendants, from their several acts of racketeering in violation of 18 U.S.C.
7 1962(d), supra, and from all other violation(s) of applicable State and federal law(s), be
8 deemed to be held in constructive trust, for the benefit of Plaintiffs, their heirs and
9 assigns.

10 12. That Plaintiffs have such other and further relief as this Court deems just and proper,
11 under the full range of relevant circumstances which have occasioned the instant action.
12

13 **FOURTH CAUSE OF ACTION (*Assault*):**

14 1. That this Court liberally construe the RICO laws and thereby find that all Defendants,
15 both jointly and severally, have acquired, maintained, and acted upon, both directly and
16 indirectly, an interest in and/or control of a RICO enterprise of persons and of other
17 individuals who were associated in fact, all of whom engaged in, and whose activities
18 were in furtherance of Defendants' assault upon Plaintiffs

19 2. That all Defendants, individually and as parties to a conspiracy, pay to Plaintiffs all
20 damages sustained by Plaintiffs in consequence of Defendants', individually and as
21 parties to a conspiracy, several acts of assault – including Defendants' unlawful and
22 unwarranted acts of aiming firearms at Plaintiffs and placing Plaintiffs in handcuffs --
23 supra, according to the best available proof. This prayer includes a demand for attorney's
24 fees and costs of suit. California Code of Civil Procedure §1021 allows for the recovery
25 of attorney's fees where provided for by statute. Penal Code §1202.4 authorizes a victim

1 of a crime to receive “actual and reasonable attorney’s fees and other costs of collection”
2 48
3 of restitution.

- 4 3. That Plaintiffs have such other and further relief as this Court deems just and proper,
5 under the full range of relevant circumstances which have occasioned the instant action.

6 FIFTH CAUSE OF ACTION (*Battery*):

- 7 1. That this Court liberally construe the RICO laws and thereby find that all Defendants,
8 both jointly and severally, have acquired, maintained, and acted upon, both directly and
9 indirectly, an interest in and/or control of a RICO enterprise of persons and of other
10 individuals who were associated in fact, all of whom engaged in, and whose activities
11 were in furtherance of Defendants’ battery upon Plaintiffs.
- 12 2. That all Defendants, individually and as parties to a conspiracy, pay to Plaintiffs all
13 damages sustained by Plaintiffs in consequence of Defendants’, individually and as
14 parties to a conspiracy, several acts of battery – including Defendants unlawful and
15 unwarranted acts of aiming firearms at Plaintiffs and placing Plaintiffs in handcuffs --
16 supra, according to the best available proof. This prayer includes a demand for attorney’s
17 fees and costs of suit. California Code of Civil Procedure §1021 allows for the recovery
18 of attorney’s fees where provided for by statute. Penal Code §1202.4 authorizes a victim
19 of a crime to receive “actual and reasonable attorney’s fees and other costs of collection”
20 of restitution.
- 21 3. That Plaintiffs have such other and further relief as this Court deems just and proper,
22 under the full range of relevant circumstances which have occasioned the instant action.

23 SIXTH CAUSE OF ACTION (*Negligence*):

- 24 1. That this Court liberally construe the RICO laws and thereby find that all Defendants,
25 both jointly and severally, have acquired, maintained, and acted upon, both directly and

indirectly, an interest in and/or control of a RICO enterprise of persons and of other individuals who were associated in fact, all of whom engaged in, and whose activities were in furtherance of Defendants' negligent actions.

2. That all Defendants pay to Plaintiffs all damages sustained by Plaintiffs in consequence of Defendants' several negligent actions, supra, according to the best available proof, pursuant to California Civil Code, §3333 – Compensatory Damages.
3. That all Defendants pay to Plaintiffs all damages resulting in Emotional Distress (*Erlich v. Menezes*, 21 Cal. 4th 543, 87 Cal. Rptr. 2d 886, 981 P.2d 978 (1999) (Recovery is available if emotional distress arises out of defendant's breach of some other legal duty and is proximately caused by breach of that independent duty; even then, with rare exceptions, that breach of duty must threaten physical injury, not simply damage to property or financial interests.) Here, Defendants' breach of their duties to adhere to the laws of the State of California and of Kern County, supra, resulted in emotional distress of Plaintiffs, and each of them, by Plaintiffs having guns pointed at their faces and handcuffs placed on their arms in addition to the property damage Defendants inflicted on Plaintiffs.
4. That Plaintiffs have such other and further relief as this Court deems just and proper, under the full range of relevant circumstances which have occasioned the instant action.

SEVENTH CAUSE OF ACTION (*Libel/Slander*):

1. That this Court liberally construe the RICO laws and thereby find that all Defendants, both jointly and severally, have acquired, maintained, and acted upon, both directly and indirectly, an interest in and/or control of a RICO enterprise of persons and of other individuals who were associated in fact, all of whom engaged in, and whose activities were in furtherance of Defendants' libelous and slanderous statements upon Plaintiffs

- 1 2. That all Defendants pay to Plaintiffs compensatory damages sustained by Plaintiffs in
50 2 consequence of Defendants' libelous actions, supra, according to the best available proof,
3 pursuant to California Civil Code, §§ 48a(4)(a) and 3333 – Compensatory Damages.
4
5 3. That all Defendants pay to Plaintiffs special damages sustained by Plaintiffs in
6 consequence of Defendants' libelous actions, supra, according to the best available
7 proof, pursuant to California Civil Code, §§ 48a(4)(b) – Special Damages.
8
9 4. That all Defendants pay to Plaintiffs punitive damages for Defendants', and each of
10 their, egregious acts, supra, including Defendants' libelous actions, supra, pursuant to
11 California Civil Code, §§ 48a(4)(c), (d), and 3294 – Punitive Damages.
12
13 5. That all Defendants pay to Plaintiffs nominal damages for Defendants', and each of
14 their, egregious acts, supra, including Defendants' libelous actions, supra. (Hearne v. De
15 Young, 132 Cal. 357, 360, 64 P. 576 (1901); Triton Ins. Underwriters, Inc. v. National
16 Chiropractic Ins. Co., 232 Cal. App. 2d 829, 833, 43 Cal. Rptr. 504, 506 (1965).)
17
18 6. That Plaintiffs have such other and further relief as this Court deems just and proper,
19 under the full range of relevant circumstances which have occasioned the instant action.

20 EIGHTH CAUSE OF ACTION (*Fraud/Intentional Misrepresentation*):

- 21 1. That this Court liberally construe the RICO laws and thereby find that all Defendants,
22 both jointly and severally, have acquired, maintained, and acted upon, both directly and
23 indirectly, an interest in and/or control of a RICO enterprise of persons and of other
24 individuals who were associated in fact, all of whom engaged in, and whose activities
25 were in furtherance of Defendants' commission of fraud/intentional misrepresentation.
2. That all Defendants pay to Plaintiffs damages for Defendants', and each of their,
egregious acts, supra, including "for any damage which he thereby suffers." CAL. CIV.
CODE §1709.
3. Compensatory Damages (Cal. Civ. Code §§1709, 1333; Salahutdin v. Valley of
California, Inc., 24 Cal. App. 4th 555, 567-68, 29 Cal. Rptr. 2d 463 (1994); see Alliance
Mortgage Co. v. Rothwell, 10 Cal. 4th 1226, 1240-41, 44 Cal. Rptr. 2d 352 (1995))

- 1 (quoting Kenly v. Ukegawa, 16 Cal. App. 4th 49, 53, 19 Cal. Rptr. 2d 771 (1993)
51 (includes out-of-pocket and benefit of the bargain damages)).
- 2
- 3 4. Consequential Damages (Stout v. Turney, 22 Cal. 3d 718, 725, 150 Cal. Rptr. 637
4 (1978) (Civil Code §3343 does not require plaintiff to show “out-of-pocket” loss to be
5 entitled to consequential or additional damages of the type prescribed by the statute)).
- 6 5. Emotional Distress Damages (O’Hara v. Western Seven Trees Corp., 75 Cal. App. 3d
7 798, 804-06, 142 Cal. Rptr. 487 (1977)).
- 8 6. Injunctive Relief (Cal. Civ. Code §§1709, 1710 (injured plaintiff entitled to recover for
9 any and all detriment proximately caused by the misrepresentation)).
- 10 7. Prejudgment Interest on Damages (Cal. Civ. Code §3288; Alliance Mortgage Company
11 v. Rothwell, 10 Cal. 4th 1226, 1241, 44 Cal. Rptr. 2d 352 (1995) (quoting Nordahl v.
12 Department of Real Estate, 48 Cal. App. 3d 657, 665, 121 Cal. Rptr. 794 (1975) (jury
13 has discretion to award prejudgment interest on plaintiff’s loss from the time plaintiff
14 parted with the money or property on the basis of the defendant’s fraud)); see also Smith
15 v. Rickards, 149 Cal. App. 2d 648, 654, 308 P.2d 758 (1957)).
- 16 8. Punitive Damages (Cal. Civ. Code §3294(a) (punitive damages may be recovered where
17 fraud is proven by “clear and convincing” evidence)). Punitive damages are not limited
18 to affirmative misrepresentations. Intentional concealment of material fact provides an
19 evidentiary basis upon which punitive damages may be awarded. Cal. Civ. Code
20 §3294(b)(3).
- 21 9. That Plaintiffs have such other and further relief as this Court deems just and proper,
22 under the full range of relevant circumstances which have occasioned the instant action.

21 NINTH CAUSE OF ACTION (*Negligent Misrepresentation*):

- 22 1. That this Court liberally construe the RICO laws and thereby find that all Defendants,
23 both jointly and severally, have acquired, maintained, and acted upon, both directly and
24 indirectly, an interest in and/or control of a RICO enterprise of persons and of other
25 individuals who were associated in fact, all of whom engaged in, and whose activities
were in furtherance of Defendants’ negligent misrepresentation.
2. Compensatory Damages (Cal. Civ. Code §3343; Branch v. HomeFed Bank, 6 Cal. App.
4th 793, 798, 8 Cal. Rptr. 2d 182 (1992)).¹

- 1 3. That Plaintiffs have such other and further relief as this Court deems just and proper,
2 52 under the full range of relevant circumstances which have occasioned the instant action.

3 TENTH CAUSE OF ACTION (*Intentional Interference with Prospective Economic*
4 *Advantage*):

- 5 1. That this Court liberally construe the RICO laws and thereby find that all Defendants,
6 both jointly and severally, have acquired, maintained, and acted upon, both directly and
7 indirectly, an interest in and/or control of a RICO enterprise of persons and of other
8 individuals who were associated in fact, all of whom engaged in, and whose activities
9 did affect the lawful operation of Plaintiffs' business by intentionally interfering with
10 existing and prospective economic advantages belonging to Plaintiffs.
11 2. Injunction (Cal. Civ. Proc. Code §526; Uptown Enters. v. Strand, 195 Cal. App. 2d 45,
12 51, 15 Cal. Rptr. 486 (1961)).
13 3. Economic Loss (Cal. Civ. Code §3333 (includes lost profits and expenses incurred and
14 all detriment proximately caused); Elsbach v. Mulligan, 58 Cal. App. 2d 354, 366-67,
15 136 P.2d 651 (1943) (also includes any damage to business reputation); Duff v.
16 Engelberg, 237 Cal. App. 2d 505, 508, 47 Cal. Rptr. 114 (1965)).
17 4. Punitive Damages (Cal. Civ. Code §3294).
18 5. That Plaintiffs have such other and further relief as this Court deems just and proper,
19 under the full range of relevant circumstances which have occasioned the instant action.

20 ELEVENTH CAUSE OF ACTION (*Negligent Interference with Prospective Economic*
21 *Advantage*):

- 22 1. That this Court liberally construe the RICO laws and thereby find that all Defendants,
23 both jointly and severally, have acquired, maintained, and acted upon, both directly and
24 indirectly, an interest in and/or control of a RICO enterprise of persons and of other
25 individuals who were associated in fact, all of whom engaged in, and whose activities
did affect, the lawful operation of Plaintiffs' business thereby negligently interfering
with existing and prospective economic advantages belonging to Plaintiffs.
2. Economic Damages, Including Lost Profits (Ott v. Alfa-Laval Agric., Inc., 31 Cal. App.
4th 1439, 1448, 1450, 37 Cal. Rptr. 790, 796, 798 (1995); Baldwin v. Marina City
Props., Inc., 79 Cal. App. 3d 393, 407, 145 Cal. Rptr. 406, 414, 415 (1978); J'Aire Corp.

53
1 v. Gregory, 24 Cal. 3d 799, 806, 808, 157 Cal. Rptr. 407 (1979) (economic damages
2 may be recovered despite the absence of physical injury or property damage)).

3 3. Damages for Physical Injury or Injury to Personal or Real Property (Ott v. Alfa-Laval
4 Agric., Inc., 31 Cal. App. 4th 1439, 1450, 37 Cal. Rptr. 790, 798 (1995); Cal. Civ. Proc.
5 Code §3333).

6 4. Injunctive Relief (Cal. Civ. Proc. Code §526).

7 5. That Plaintiffs have such other and further relief as this Court deems just and proper,
8 under the full range of relevant circumstances which have occasioned the instant action.

9 TWELVTH CAUSE OF ACTION (*Conversion*):

10 1. That this Court liberally construe the RICO laws and thereby find that all Defendants,
11 both jointly and severally, have acquired, maintained, and acted upon, both directly and
12 indirectly, an interest in and/or control of a RICO enterprise of persons and of other
13 individuals who were associated in fact, all of whom engaged in, and whose activities
14 did affect, the lawful operation of Plaintiffs' business thereby intentionally interfering
15 with property and income belonging to Plaintiffs so as to justify damages.

16 2. As a result of Defendants' acts of conversion, Plaintiffs have been damaged in the sum
17 or sums to be proven at trial, including all compensatory damages. (Cal. Civ. Code
18 §3336) In re Brian S., 130 Cal. App. 3d 523, 530, 181 Cal. Rptr. 778 (1982) citing
19 Myers v. Stephens, 233 Cal. App. 2d 104, 116, 43 Cal. Rptr. 420 (1965). Under Cal.
20 Civ. Code §3336, the appropriate measure of damages is first the value of the property at
21 the time of the conversion, plus interest.

22 Alternatively, Plaintiffs are entitled to damages and repossession of the converted
23 property and will seek its election of remedies at trial.

24 3. Plaintiffs are further entitled to repossession of the converted property (Cal. Civ. Code
25 §§3380, 3379; Cal. Civ. Pro. Code §§627, 667) Allstate Leasing Corp. v. Smith, 238
Cal. App. 2d 128, 132, 47 Cal. Rptr. 636 (1965) (remedies include specific recovery of
property or its present value, plus damages for retention; alternatively, plaintiff may seek
Cal. Civ. Code §3336 damages).

4. As a result of Defendants' acts of conversion, Plaintiffs hereby pray for compensation
for the time and money expended in pursuit of the property.

- 54 5. As a result of Defendants' acts of conversion, Plaintiffs hereby pray for punitive and exemplary damages. (In re Brian S., 130 Cal. App. 3d 523, 530, 181 Cal. Rptr. 778 (1982)).
6. As a result of Defendants' acts of conversion, Plaintiffs hereby pray for Emotional Distress damages (Gonzales v. Personal Storage, Inc., 56 Cal. App. 4th 464, 475 - 479, 65 Cal. Rptr. 2d 473 (1997) (if conversion of property is legal cause of harm to plaintiff's feelings, damages may be allowable for the harm, as when defendant intentionally deprives plaintiff of essential household furniture, which humiliates plaintiff, a result that defendant should have realized would follow).
7. As a result of Defendants' acts of conversion, Plaintiffs hereby pray for Injunctive Relief (Cal. Code Civ. Pro. §§525 et seq.). Preliminary injunction generally not proper method to obtain possession of personal property. (Voorhies v. Greene, 139 Cal. App. 3d 989, 997-998, 189 Cal. Rptr. 132 (1983). However, injunction is proper method to prevent dissipation of wrongfully obtained res. Heckmann v. Ahmanson, 168 Cal. App. 3d 119, 136, 214 Cal. Rptr. 177 (1985).
8. That Plaintiffs have such other and further relief as this Court deems just and proper, under the full range of relevant circumstances which have occasioned the instant action.

THIRTEENTH CAUSE OF ACTION (*Declaratory Relief*):

1. Plaintiffs hereby request a judicial declaration at this time in order that Plaintiffs may ascertain the rights and duties afforded them under the laws of the State of California and the Kern County Ordinance Code.

FOURTEENTH CAUSE OF ACTION (*Preliminary Injunction*):

1. Plaintiffs hereby pray that Defendants', and each of their, wrongful conduct, be enjoined and restrained by order of this Court to prevent great and irreparable injury to Plaintiffs by continuous libelous/defamatory publications and by the unlawful conversion of Plaintiffs' products and merchandize.

55

Respectfully submitted,

Dated: October 11, 2017

LAW OFFICES OF ABRAHAM A. LABBAD

A handwritten signature in black ink, appearing to be 'A. Labbad', with a long, sweeping horizontal line extending to the right.

ABRAHAM A. LABBAD,
Limited Scope Attorney for Plaintiffs
Big O Relief, Doo H. Yoon, Eunice Yoon, and
Alvaro Ordaz

ELECTRONICALLY FILED

10/12/2017 10:48 AM

Kern County Superior Court

Terry McNally

By Vanessa Cofield, Deputy

LAW OFFICES OF ABRAHAM A. LABBAD

Abraham A. Labbad, Esq. (CA Bar No.: 271349)

1250 Walnut St., Unit 122

Pasadena, CA 91106

Office: (818) 253-1529

Fax: (818) 530-9236

Specially Appearing and Limited Scope

Attorneys for Plaintiffs:

BIG O RELIEF, ET AL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN (METROPOLITAN DIVISION)

BIG O RELIEF, a California Non-profit)
Mutual Benefit Corporation, DOO H. YOON,)
an individual, EUNICE S. YOON, an)
individual, and Alvaro Ordaz, an individual,)
Plaintiffs,)

vs.)

COUNTY OF KERN, a political subdivision)
of the State of California; GREG FENTON,)
individually and as Kern County Building)
Inspector, KERN COUNTY BOARD OF)
SUPERVISORS, collectively; LETICIA)
PEREZ, individually and as Kern County)
Supervisor; MICK GLEASON, individually)
and as Kern County Supervisor; DAVID)
COUCH, individually and as Kern County)
Supervisor; MIKE MAGGARD, individually)
and as Kern County Supervisor; ZACK)
SCRIVNER, individually and as Kern County)
Supervisor, KERN COUNTY PUBLIC)
WORKS – CODE COMPLIANCE)
DIVISION, collectively; KERN COUNTY)
SHERIFF'S DEPARTMENT, collectively;)
DONNY YOUNGBLOOD, individually and)
as Kern County Sheriff; KERN COUNTY)
DISTRICT ATTORNEY'S OFFICE,)
collectively; LISA GREEN, individually and)
as Kern County District Attorney; KERN)
COUNTY COUNSEL'S OFFICE,)
collectively; MARK L. NATIONS,)
individually and as Kern County Counsel;)
///)

Case No.: BCV-17-102394

ATTACHMENTS TO COMPLAINT
FOR DECLARATORY AND
INJUNCTIVE RELIEF AND DAMAGES
FROM RACKETEERING,
CONSPIRACY TO ENGAGE IN A
PATTERN OF RACKETEERING
ACTIVITY, AND RELATED CAUSES
OF ACTION

1 JAMES BRENNAN, individually and as) (continued)
2 Deputy Kern County Counsel; CHARLES F.)
3 COLLINS, individually and as Chief Deputy)
4 Kern County Counsel; GURUJODHA S.)
5 KHALSA, individually and as Chief Deputy)
6 County Counsel; KERN COUNTY FIRE)
7 DEPARTMENT, collectively; KERN)
8 COUNTY PLANNING AND NATURAL)
9 RESOURCES DEPARTMENT, collectively;)
10 LORELEI OVIATT, individually and as)
11 Director; KERN COUNTY DEPARTMENT)
12 OF AGRICULTURE AND)
13 MEASUREMENT STANDARDS,)
collectively; GLENN FANKHAUSER,)
individually and as Commissioner; KERN)
COUNTY PUBLIC HEALTH)
DEPARTMENT, collectively; AL ROJAS,)
individually and as Kern County Code)
Compliance Division Supervisor; and DOES)
1 Through 1000, Inclusive,)
Defendants.)

14
15 TO EACH DEFENDANT IN THE ABOVE-REFERENCED MATTER, AND TO THEIR
16 ATTORNEY OF RECORD: PLAINTIFFS HEREBY ATTACH THE FOLLOWING
17 EXHIBITS TO THEIR COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF
18 AND DAMAGES FROM RACKETEERING, CONSPIRACY TO ENGAGE IN A PATTERN
19 OF RACKETEERING ACTIVITY, AND RELATED CAUSES OF ACTION, that is filed
20 herewith.

21 Respectfully submitted,

22 Dated: October 11, 2017

LAW OFFICES OF ABRAHAM A. LABBAD

23
24
25 

ABRAHAM A. LABBAD,
Limited Scope Attorney for Plaintiffs
Big O Relief, Doo H. Yoon, Eunice Yoon, and
Alvaro Ordaz

ATTACHMENT OF EXHIBITS TO COMPLAINT OF BIG O RELIEF, ET AL

Exhibit A



ZACK SCRIVNER
SUPERVISOR - SECOND DISTRICT

PRESS RELEASE

**AUGUST 10, 2017
FOR IMMEDIATE RELEASE**

**SUPERVISOR ZACK SCRIVNER
CONTACT: AL ROJAS, CODE COMPLIANCE SUPERVISOR (661) 862-8654**

COUNTY CRACKDOWN ON ILLEGAL MEDICAL MARIJUANA DISPENSARIES

A Kern County Enforcement Task Force commenced action today to enforce the county's moratorium on three illegal medical marijuana dispensaries in the community of Rosamond. The three dispensaries, Green Mlife Collective at 2613 Diamond Street, Highway Relief Medical at 2929 Sierra Highway and 5 Gramz Stop at 2949 Sierra Highway, were operating illegally.

This Enforcement Task Force action commences an initiative to close all illegal medical marijuana dispensaries that began operation after the May 10, 2016 Moratorium enacted by the Board of Supervisors.

The Enforcement Task Force is a collaborative effort between Kern County Public Works - Code Compliance Division, Kern County Sheriff's Department, District Attorney, County Counsel, Fire Department, Planning and Natural Resources, Department of Agriculture and Measurement Standards, and Public Health.

The Enforcement Team seized several thousand dollars in unsafe edible product of unknown origin, as well as illegal bath salts. In addition, several notices of violation were issued.

Medical marijuana dispensaries that operate without regard for zoning, fire, building, and health codes endanger communities. Illegal dispensaries often create a climate of lawlessness and have detrimental impacts on communities with increased instances of robberies, shootings, and even one kidnapping and torture case connected with a dispensary in 2015.

"The actions taken today send a strong message to those operating illegal dispensaries that their days in Kern County are numbered," said Zack Scrivner, Second District Supervisor, who accompanied the Enforcement Task Force today.

###

EXHIBIT A Page 1

Exhibit B

**KERN COUNTY
CODE COMPLIANCE DIVISION
PUBLIC WORKS DEPARTMENT
CRAIG M. POPE, P.E., DIRECTOR**



**2700 "M" STREET
BAKERSFIELD, CA 93301-2370**

ADMINISTRATION & ACCOUNTING
OPERATIONS & MAINTENANCE
BUILDING & DEVELOPMENT
ENGINEERING

Phone: (805) 852-5503
FAX: (805) 852-5149
Toll Free: (800) 552-5378 Option 5
TTY Relay: (800) 735-2323

KERN COUNTY CODE COMPLIANCE DIVISION

A Partnership to Promote Health and Safety, and to Maintain Community Standards

NOTICE OF VIOLATION

RE: 16940 Highway 14, Mojave
ADDRESS

APN: 236-060-25

WO# 58776

TO OWNER AND RESPONSIBLE PARTIES LISTED ON ATTACHED NOTIFICATION LIST

According to the records maintained by the Kern County Assessor's Office, you are the current owner and/or have been determined to be a responsible party for the property located at the above location. As such, it is your responsibility to maintain this property free from any violations of the Kern County Ordinance Code. An inspection has been conducted on August 24, 2017, and it has been determined that the property is in violation of the Kern County Ordinance Code Chapter 5.85, for Cultivation of Medical Marijuana, in that more than twelve (12) medical marijuana plants are being cultivated on the property.

NOTICE IS HEREBY GIVEN THAT THE CONDITION OF YOUR PROPERTY CONSTITUTES A PUBLIC NUISANCE AND THAT AN ADMINISTRATIVE PENALTY IN THE AMOUNT OF UP TO \$1,000.00 IS IMPOSED IMMEDIATELY AS WELL AS INSPECTION AND CLERICAL COSTS RELATED TO THIS CASE. YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE CHOICE TO REMOVE THE PUBLIC NUISANCE WITHIN FIVE (5) DAYS FROM THE DATE OF THIS NOTICE WITHOUT INCURRING ADDITIONAL PENALTIES OR COSTS. ADDITIONAL ADMINISTRATIVE PENALTIES WILL BE IMPOSED IF YOU FAIL TO REMOVE WITHIN FIVE DAYS OF THIS NOTICE ALL MARIJUANA PLANTS IN EXCESS OF TWELVE (12) BEING CULTIVATED ON THE PROPERTY. ALL FEES, FINES, AND PENALTIES ARE IMPOSED JOINTLY AND SEVERALLY TO ALL PARTIES ON THE ATTACHED NOTIFICATION List. THE ATTACHED STATEMENT OF FINANCIAL CONDITION SHALL BE SUBMITTED WITHIN FIVE (5) DAYS FROM THE DATE OF THIS NOTICE FOR CONSIDERATION IN FORMULATING THE AMOUNT OF ADDITIONAL ADMINISTRATIVE PENALTIES.

PLEASE TAKE FURTHER NOTICE that failure to comply with this Notice of Violation may result in the issuance of an order of abatement, or other action or proceeding pursuant to the Kern County Ordinance Code. Additionally, the cost of implementing an order of abatement will become your personal obligation and/or will be assessed against the property. Further, any abatement expense incurred by the County can be foreclosed upon or made a tax lien to be collected as a property tax. You have the right to abate the aforementioned violation in accordance with this Notice of Violation at your own expense within five (5) calendar days of the date on this notice. Each day of violation is deemed a separate and distinct violation.

Notice of Hearing

Date: _____

Page 2

NOTICE IS HEREBY FURTHER GIVEN that you have a right to request a hearing before the Board of Supervisors in accordance with the ordinance code. If such a hearing is not requested within ten (10) days after issuance of this Notice, the proposed penalty shall become final and conclusive, and the person or persons to whom the notice was issued shall immediately make payment of the penalty amount to the County. Filing an appeal shall not toll the daily accrual of additional administrative penalties. A hearing shall be requested by completion of a Request for Hearing form and returning it to the address stated on the form within ten days after issuance of the Notice.

NOTICE OF INTENT TO RECORD A NOTICE OF VIOLATION

Pursuant to the provision of the Kern County Ordinance Code, if after the property described above has been inspected and it is determined to be in violation of the Kern County Ordinance Code and you are not taking adequate steps to abate the nuisance, a "Declaration of Substandard Property" will be recorded with the Kern County Recorder's Office. This will prohibit the sale or refinancing of the subject property until such time as the property has been brought into compliance and all incurred costs have been reimbursed.



Al Rojas, Code Compliance Supervisor
Code Compliance Division (661) 862-8603

8.30.17

Date of Notice

Attachments: Notification List
GF:AR:ls
C:\AINOV.docx

Notice of Hearing

Date: _____

Page 3

NOTIFICATION LIST

WO # 58776

RE: 16940 Highway 14, Mojave
APN: 236-060-25

1. Doo H. Yoon and Eunice S. Yoon
1702 Flickinger Court
San Jose, CA 95131-1991
2. Alvaro Ordaz
6035 E Ave T4
Palmdale, CA 93552
3. Big O Relief
1694 Suite Highway 14 Suite K
Mojave, CA 93501
4. Alvaro Ordaz
1694 Suite Highway 14 Suite K
Mojave, CA 93501

STATEMENT OF FINANCIAL CONDITION

COMPLETION OF THIS FORM IS VOLUNTARY. If you elect not to provide the requested information, please sign this form where indicated below. Any financial information provided will be considered in the assessment of an administrative penalty should the nuisance described in the Notice of Violation not be abated in the time provided. RETURN THIS FORM IMMEDIATELY TO THE ENFORCING OFFICER.

NAME: _____

Name and address of current employer: _____

Your annual income last year: \$ _____

Your current monthly income: \$ _____

Address(es) of any real property owned by you: _____

Make, model and year of each motor vehicle owned by you:

I declare under penalty of perjury under the laws of the State of California that the information I have provided regarding my financial condition is true and correct.

Dated: _____

Signature of Declarant

ELECTION NOT TO PROVIDE FINANCIAL INFORMATION

I elect NOT to provide my financial information.

Dated: _____

Signature

Exhibit C

Former Kern Co. Sheriff's deputies avoid prison for selling marijuana seized in drug raids



Logan August and Derrick Penney entered guilty pleas to conspiring to distribute marijuana in 2014.

By Veronica Rocha

AUGUST 8, 2017, 2:45 PM

Two former Kern County Sheriff's deputies avoided prison time Monday for stealing and selling marijuana that was seized during drug busts.

Logan August and Derrick Penney were sentenced Monday to three years' probation for the charge of conspiracy to distribute and possess with the intent to distribute marijuana, according to the U.S. attorney office in Fresno.

August, a 30-year-old Bakersfield resident, was also ordered to serve 1,500 hours of community service and forfeit \$16,500 earned in the trafficking operation, federal authorities said.

Penney, a 34-year-old Star, Idaho, resident, must serve 250 hours in community service and surrender \$1,200,

20 WEEKS FOR ONLY \$2
Labor Day Sale ends 9/5

SAVE NOW >

: the offense.

EXHIBIT C Page 1 of 3

9/3/2017

Former Kern Co. Sheriff's deputies avoid prison for selling marijuana seized in drug raids - LA Times

"The defendants in this case caused a significant breach of the public's trust when they committed these crimes," U.S. Atty. Phillip A. Talbert said in a statement. "Not only did they betray the community they were sworn to serve, but also their fellow, hard-working officers who protect the Kern County community every day."

The former deputies were accused of working with former Bakersfield police detective Patrick Mara and others to steal marijuana from the Kern County Sheriff's Office storage unit, according to federal court documents. The plot transpired between June 2014 and October 2014, according to the documents.

Federal authorities said the group planned to sell the cannabis, which had been previously seized by police during drug operations on private and public properties.

August was assigned to the sheriff's Major Vendor Narcotics Unit and participated in drug busts. Penney was member of the sheriff's Gang Suppression Section-Investigations Unit.

Both deputies had department-issued access cards, which they used to enter the storage unit, according to the U.S. attorney's office. Once inside, they tossed the marijuana plants and buds into trash bags, federal authorities said. After stealing the marijuana from the storage unit, they had it trimmed, so it could be sold.

August then handed the eight pounds of marijuana to a confidential informant who sold it for him, federal authorities said.

August shared his earnings with Penney, each receiving about \$1,200, according to federal prosecutors. August also gave a portion of the proceeds to Mara, who is about to begin a five-year federal prison sentence in a separate case, authorities said. Mara, a 13-year Bakersfield police veteran, admitted to stealing methamphetamine from drug dealers during traffic stops.

Federal authorities said August took the marijuana from drug busts on 10 separate occasions and gave his informant about 25 pounds of cannabis. After the marijuana was sold, he received thousands of dollars, according to federal prosecutors.

In February 2016, the deputies voluntarily visited FBI offices in Bakersfield and confessed to stealing the marijuana, according to federal court documents.

They pleaded guilty in May for their roles in the trafficking operation.

That same month, August recorded a video message entitled "I am sorry!" during which he apologized to Kern County residents, law enforcement officials and "anybody I had ever worked with that wears the badge that I disgraced."

Seated with his wife, August talked directly to the camera during the nearly 7-minute YouTube video, saying Satan was "playing games" with him.

9/3/2017

Former Kern Co. Sheriff's deputies avoid prison for selling marijuana seized in drug raids - LA Times

"I made a horrible decision," he said. "It was nobody else's fault. Nobody influenced me to do it. I made that decision based on Satan playing games with me and making me feel like I was prideful and unable to go to family members for help."

Before Monday's sentencing, August's close friends, relatives and former coworkers submitted letters to the court, pleading for leniency in the sentencing process.

In one letter, Kern County Sheriff's Deputy Darren Wonderly described working closely with August and Penney on SWAT and narcotics teams.

"I do not judge people by mistakes they have made. I have never lived that way and I was never trained that way," Wonderly wrote. "Mistakes by Logan and Derrick do not define them and will never compare to the amazing achievements they have accomplished in their lives."

August's attorney, David Torres, said his client does not plan to work in law enforcement again. August is running a private personal training business and has been organizing fundraising events for local charities, Torres said.

"It was obvious to the court that Mr. August was genuinely remorseful for the acts he committed and the taint he brought upon fellow law enforcement officers," Torres said. "Nevertheless, [the judge] gave this young man an extraordinary opportunity to give back to his community by performing 1,500 hours of community service."

veronica.rocha@latimes.com

Twitter: VeronicaRochaLA

UPDATES:

2:45 p.m.: This article was updated with comments from August's attorney.

This article was originally published at 11:10 a.m.

Copyright © 2017, Los Angeles Times

This article is related to: Drug Trafficking, Law Enforcement

Exhibit D

Secretary of State

Secretary of State Main Website

Business Programs Notary & Authentications Elections

Business Entities (BE)

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information
(annual/biennial reports)

Filing Tips

Information Requests
(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business

Customer Alerts

- Business Identity Theft
- Misleading Business Solicitations

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, September 23, 2016. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	BIG O RELIEF, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION
Entity Number:	C3113239
Date Filed:	10/22/2009
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	4654 E AVE S # 241
Entity City, State, Zip:	PALMDALE CA 93552
Agent for Service of Process:	LEGALZOOM.COM, INC.
Agent Address:	101 N BRAND BLVD 11TH FL
Agent City, State, Zip:	GLENDALE CA 91203

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

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3413239

FILED
In the Office of the Secretary of State
of the State of California

OCT 22 2009

**ARTICLES OF INCORPORATION
FOR
BIG O RELIEF,**

A California Non-Profit Mutual Benefit Corporation

I

The name of the corporation is **BIG O RELIEF, A California Non-Profit Mutual Benefit Corporation.**

II

A.

This corporation is a nonprofit **Mutual Benefit Corporation** organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

B.

The specific purpose of this corporation is to facilitate herbal or natural remedies for chronically ill patron members who are California residents with HIV, AIDS, chronic pain, chronic spasticity, glaucoma, arthritis, cancer, migraine, wasting syndrome, and/or such other conditions for which licensed medical physicians may recommend such herbal or natural remedies pursuant to California Law.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

JOSE ORDAZ
4654 E. AVE S. PMB# 241
PALMDALE, CA 93552

IV

Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

Dated: 10/21/09

X


RONALD WINSTON, Incorporator

Exhibit E

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

5/9/2016 SR DFB 102-925146

BIG O RELIEF
BIG O RELIEF A CALIFORNIA NONPROF
16940 STATE HIGHWAY 14 STE K
MOJAVE, CA 93501-1238

NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE
BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.
THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
DUE BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate office at 1-888-324-2798 or 1-916-324-2798.

BOE-442-R REV. 16 (11-14)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a field office
- Attending a Basic Sales and Use Tax Law class offered at one of our field offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California State Board of Equalization (BOE)
- You are responsible for following the regulations set forth by the BOE

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a BOE representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a BOE office, or giving it to a BOE representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the BOE, please contact the Taxpayers' Rights Advocate office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

CALIFORNIA STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

Exhibit F

BIG O' RELIEF VENDER SHEET

1/2 pound Blue Berry / 1/2 pound Grilled

FLOWER: CASH \$1700 CONSIGNMENT _____

CONCENTRATE: CASH _____ CONSIGNMENT _____

EDIBLES: CASH _____ CONSIGNMENT _____

TOPICALS: CASH _____ CONSIGNMENT _____

PATIENT

SIGNATURE Heav DATE 5-2-16

PHONE # 661-485-1912

OFFICE USE ONLY

OFFICER: JOE DATE 5-2-16

825817

CUSTOMER'S ORDER NO.		DATE
		5-9-16
NAME in store		
ADDRESS 16900 State Hwy 14		
CITY, STATE, ZIP mojave		
SOLD BY	CASH	C.O.D.
	X	X
CHARGE	ON. ACCT.	MDSE. RETD.
PAID OUT		

QUAN.	DESCRIPTION	AMOUNT
1	check 1/2th	45.00
2		
3	10% Discount	
4		
5		
6		
7		
8		
9		
10		
11		
12		

RECEIVED BY

A-3705

T-46240/46250

KEEP THIS SLIP FOR REFERENCE

01-11

EXHIBIT F Page 3 of 5

Scanned by CamScanner

825818

CUSTOMER'S ORDER NO.		DATE	
NAME <i>in store</i>		<i>5-7-16</i>	
ADDRESS		<i>16940 Stat Hwy 14</i>	
CITY, STATE, ZIP		<i>Mojave</i>	
SOLD BY	CASH	C.O.D.	CHARGE
	<i>X</i>		
ON. ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION		AMOUNT
1	<i>118 in</i>		<i>\$54.00</i>
2	<i>Fire</i>		
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
			<i>L</i>
RECEIVED BY			

A-3705
T-46240/46250

KEEP THIS SLIP FOR REFERENCE

EXHIBIT F Page 4 of 5

Scanned by CamScanner

825819

CUSTOMER'S ORDER NO.					DATE 5-10-16	
NAME in store						
ADDRESS 16940 St. Hwy 14						
CITY, STATE, ZIP- MO JAVE						
SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
	X					
QUAN.	DESCRIPTION				AMOUNT	
1	45				45.00	
2	1/8th					
3						
4	1.75					
5	1.75					
6						
7						
8						
9						
10						
11						
12						
RECEIVED BY						

A-3705
T-46240/46250

KEEP THIS SLIP FOR REFERENCE

01-11

EXHIBIT F Page 5 of 5

Scanned by CamScanner

Exhibit G



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

Date (For reference only): May 9, 2016

MOUNTAIN VIEW PLAZA

(“Landlord”) and

(“Tenant”) agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 16940 STATE HIGHWAY 14, UNIT K, MOJAVE, CA 93501 (“Premises”), which comprise approximately 100.000 % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. **TERM:** The term begins on (date) May 9, 2016 (“Commencement Date”).
(Check A or B):

- ☒ A. Lease: and shall terminate on (date) May 8, 2017 at 12 ☒ AM ☐ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
- ☐ B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
- ☐ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum _____

3. BASE RENT:

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

- ☐ (1) \$ 2,000.00 per month, for the term of the agreement.
- ☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers (“CPI”) for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
- ☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____
- ☐ (4) In accordance with the attached rent schedule.
- ☒ (5) Other: TENANT TO HAVE TWO ONE YEAR ADDITIONAL LEASE OPTIONS

B. Base Rent is payable in advance on the 1st (or ☐ _____) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. RENT:

- A. Definition: (“Rent”) shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
- B. Payment: Rent shall be paid to (Name) MOUNTAIN VIEW PLAZA at (address) 1702 FLICKINGER COURT, SAN JOSE, CA 95131, or at any other location specified by Landlord in writing to Tenant.
- C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on _____

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

- A. Tenant agrees to pay Landlord \$ 2,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds (“NSF”) fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
- C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (_____) (_____)

Tenant's Initials (J.O.) (_____)

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CL REVISED 12/15 (PAGE 1 of 6)



COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

STRONG REAL ESTATE, INC., 8116 CALIFORNIA CITY BLVD, SUITE 107 CALIFORNIA CITY, CA 93305
Cathy Strong Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48038 www.zipform.com

Phone: 760-373-7972

Fax: 760-373-4713

Big O Relief, Inc.

Premises: 16940 STATE HIGHWAY 14, UNIT K, MOJAVE, CA 93501Date May 9, 2016

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>05/09/2016</u> To <u>05/08/2016</u> Date Date	\$ <u>2,000.00</u>	\$ _____	\$ <u>2,000.00</u>	<u>05/10/2016</u>
B. Security Deposit	\$ <u>2,000.00</u>	\$ _____	\$ <u>2,000.00</u>	<u>05/10/2016</u>
C. Other: <u>MAINTENANCE FEE</u> Category	\$ <u>500.00</u>	\$ _____	\$ <u>500.00</u>	<u>05/10/2016</u>
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>4,500.00</u>	\$ _____	\$ <u>4,500.00</u>	_____

8. PARKING: Tenant is entitled to _____ unreserved and _____ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
9. ADDITIONAL STORAGE: Storage is permitted as follows: IN UNIT. The right to additional storage space ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 200.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: LANDLORD TO HAVE UNIT CLEANED OUT OF POSSESSIONS. Items listed as exceptions shall be dealt with in the following manner: _____.
12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant _____.
14. PROPERTY OPERATING EXPENSES:
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. \$500.00 PER MONTH
- OR B. ☐ (if checked) Paragraph 14 does not apply.
15. USE: The Premises are for the sole use as medical marijuana dispensary. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
17. MAINTENANCE:
A. Tenant OR ☐ (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR ☐ (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____.

Landlord's Initials (_____) (_____)

Tenant's Initials (J.D.) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)

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Big O Relief, Inc.



Premises: 16940 STATE HIGHWAY 14, UNIT K, MOJAVE, CA 93501

Date May 9, 2016

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____.
- All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemnor. All condemnation proceeds, exclusive of those allocated by the condemnor to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ 1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (☐) (☐)Tenant's Initials (DP) (☐)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

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Big O Relief, Inc.



Premises: 16940 STATE HIGHWAY 14, UNIT K, MOJAVE, CA 93501

Date May 9, 2016

30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☒ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☒ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
35. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials _____ / Tenant's Initials JP.1

Landlord's Initials (_____) (_____)

Tenant's Initials (JP.) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

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Mc O Relief, Inc.



Premises: 16940 STATE HIGHWAY 14, UNIT K, MOJAVE, CA 93501Date May 9, 2016

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: MOUNTAIN VIEW PLAZADON YOON1702 FLICKINGER COURTSAN JOSE, CA 95131Tenant: BIG O RELIEF, INC.16940 STATE HIGHWAY UNIT KMOJAVE, CA 93501

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** LIABILITY INSURANCE TO NAME MOUNTAIN VIEW PLAZA, LANDLORD DOO H. YOON AND EUNICE S YOON ADDITIONALLY INSURED.

LANDLORD TO HAVE HEATING AND AIR OPERATIONAL. THEN TENANT TO BE RESPONSIBLE.

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.
42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.
44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
 Listing Agent: _____ (Print Firm Name) is the agent of (check one):
☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
 Selling Agent: STRONG REAL ESTATE, INC. (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
 Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials () ()

Tenant's Initials (J-O) ()

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COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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Big O Relief, Inc.



Premises: 16940 STATE HIGHWAY 14, UNIT K, MOJAVE, CA 93501Date May 9, 2016

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant

BIG O RELIEF, INC. BY JOSE ORDAZ
(Print name)

Date 05/09/2016Address 11109 E.L AVENUE R-RCity LITTLE ROCKState CAZip 93543

Tenant

Date

(Print name)

Address

City

State

Zip

☒ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) JOSE ORDAZ

Guarantor

Address 11109 E AVENUE R-4Telephone (661) 540-3806

Fax

City LITTLE ROCKDate 05/09/2016State CAZip 93543E-mail BIGORELIEF@GMAIL.COM

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord

(owner or agent with authority to enter into this agreement) DON H. YOONDate 05/09/2016Address 1702 FLICKENGER COURTCity SAN JOSEState CAZip 95131

Landlord

(owner or agent with authority to enter into this agreement)

Date

Address

City

State

Zip

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) STRONG REAL ESTATE, INC.

By (Agent)

MICHAEL W. STRONGCalBRE Lic. # 00595142CalBRE Lic. # 01445154Date 05/09/2016Address 8116 CALIFORNIA CITY BLVD, #107City CALIFORNIA CITYState CAZip 93505Telephone (760) 373-7072Fax (760) 373-4713E-mail STRONGREALSTATE@VERIZON.NET

Real Estate Broker (Listing Firm)

By (Agent)

CalBRE Lic. #

CalBRE Lic. #

Date

Address

City

State

Zip

Telephone

Fax

E-mail

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COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

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Big O Relief, Inc.



CALIFORNIA
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OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☒ Other COMMERCIAL LEASE AGREEMENT
dated May 9, 2016, on property known as 16940 STATE HIGHWAY 14

in which MOJAVE, CA 93501
and BIG O RELIEF, INC. is referred to as ("Buyer/Tenant")
DON H. YOON is referred to as ("Seller/Landlord").

THE ORIGINAL COMMERCIAL LEASE AGREEMENT WAS TO HAVE AN ADDENDUM GIVING BIG O RELIEF, INC.
THE OPTION TO LEASE ADDITIONAL SPACES IN MOUNTAIN VIEW PLAZA OWNED BY DON YOON AS THEY BECOME
AVAILABLE.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date _____

Buyer/Tenant BIG O RELIEF, INC.

Seller/Landlord DON H. YOON

Buyer/Tenant _____

Seller/Landlord _____

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Reviewed by _____ Date _____



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

STRONG REAL ESTATE, INC., 8116 CALIFORNIA CITY BLVD., CALIFORNIA CITY, CA 90605
Michael Strong Phone: 760.373.7972 Fax: 760.373.4713
Produced with zfpForm® by zfpLogic 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zfplogic.com BIG O RELIEF,

Exhibit H

		FILED	
		SUPERIOR COURT of CA, COUNTY OF KERN	
1	THERESA A. GOLDNER, COUNTY COUNSEL (SBN 107344)		JUL 28 2016
2	JAMES L. BRANNEN, DEPUTY COUNTY COUNSEL (SBN 279367)		
3	OFFICE OF COUNTY COUNSEL		
4	COUNTY OF KERN		
5	ADMINISTRATIVE CENTER NOTICE OF ASSIGNMENT AND		TERRY McNALLY, CLERK
6	1115 TRUXTON AVENUE, FOURTH FLOOR		BY DEPUTY
7	BAKERSFIELD, CALIFORNIA 93301		ENDORSED
8	TELEPHONE: 661-868-3800		
9	FAX: 661-868-3805		
10	Hearing Date: 1-30-17		
11	Time: 8:30 AM		
12	Department: 11		
13	See CRC Rule 3.720 Et. Seq		
14	Attorneys for Plaintiffs		
15	SUPERIOR COURT OF THE STATE OF CALIFORNIA		
16	IN AND FOR THE COUNTY OF KERN, METROPOLITAN DIVISION		
17	COUNTY OF KERN, a political		CASE NO. BCV-16- 101782
18	subdivision of the State of California, and		COMPLAINT FOR PRELIMINARY AND
19	GREG FENTON, as Kern County		PERMANENT INJUNCTION FOR
20	Building Official		VIOLATION OF KERN COUNTY
21	Plaintiff,		ORDINANCE CODE SECTION 5.86
22	v.		
23	BIG O RELIEF, A CALIFORNIA NON-		[Filing fee exemption for government entity
24	PROFIT MUTUAL BENEFIT		pursuant to Government Code § 6103]
25	CORPORATION; DOO H. YOON;		
26	Eunice S. YOON; and DOES 1 through		
27	50, inclusive,		
28	Defendants.		
The County of Kern, a political subdivision of the State of California, and GREG FENTON, as Kern County Building Official (collectively, "Plaintiff") allege as follows:			
<u>INTRODUCTION</u>			
1. This action is brought for the purpose of enjoining, abating, and preventing a public nuisance occurring at 16940 Hwy 14, Mojave, California (the "Property") pursuant to Kern County Ordinance Code ("KCOO") section 5.86.			
2. Plaintiff is informed and believe and thereon allege that the defendants named below are and at all times mentioned herein were using or knowingly permitting the Property for making medical marijuana available to and/or distributing medical marijuana to primary ccaregivers, qualified patients, or persons with medical authorization or identification cards.			
Complaint for Preliminary and Permanent Injunction, Abatement, and Civil Penalties			
-1-			

1 Such actions shall be referred to in this Complaint as operating a "Medical Marijuana
2 Dispensary."

3 3. Plaintiff County of Kern ("County") is and at all times mentioned herein was a
4 political subdivision of the State of California, and the public agency charged with responsibility
5 for enforcing the provisions of the KCOC in order to promote and protect the public health,
6 safety, and welfare of the residents of the County.

7 4. Plaintiff Greg Fenton is the Kern County Director of the Engineering, Surveying,
8 and Permit Services Department, who has been delegated by the Kern County Board of
9 Supervisors ("Board") to be the Kern County Building Official ("Building Official"). (KCOC §§
10 2.25.020 and 19.04.096.)

11 5. Plaintiff is informed and believes that Defendant Big O Relief, a California Non-
12 Profit Mutual Benefit Corporation ("Dispensary"), is, and at all times mentioned herein was, a
13 corporation or other business entity doing business in the County as a Medical Marijuana
14 Dispensary at the Property.

15 6. Plaintiff is informed and believes that defendant, Doe No. 1 ("Dispensary
16 Owner"), is and at all times mentioned herein was an individual doing business in the County as
17 an owner and operator of a Medical Marijuana Dispensary at the Property.

18 7. Plaintiff is informed and believes that Defendants Doo H. Yoon and Eunice S.
19 Yoon, are, and at all times mentioned herein were, the owners of record of the Property
20 (collectively, the "Property Owner").

21 8. Plaintiff is informed and believes that Dispensary and Dispensary Owner leased,
22 and at all times mentioned herein have leased, the Property from Property Owner.

23 9. Plaintiff is ignorant of the true names and capacities of defendant Does 1-50, and
24 sues these defendants by fictitious names pursuant to Code of Civil Procedure section 474. Each
25 such defendant is responsible in some manner for conducting, maintaining, or directly or
26 indirectly permitting the unlawful activity complained of herein. When the true names and
27 capacities of said defendants have been ascertained, Plaintiff will ask leave of the court to amend
28 this complaint and to insert in lieu of such fictitious names the true names and capacities of any

1 fictitiously named defendants.

2 10. Dispensary, Dispensary Owner, and Property Owner are hereafter collectively
3 referred to in this Complaint as "Defendants."

4 11. Plaintiff is informed and believes, and based thereon alleges that at all times
5 herein mentioned, each Defendant was, and now is, the agent, employee, and/or representative of
6 the remaining Defendants, and each of them, and was acting within the course and scope of that
7 agency with respect to all matters alleged herein.

8 **BRIEF HISTORY OF COUNTY MEDICAL MARIJUANA ORDINANCES**

9 12. On March 31, 2009, the Board of Supervisors for the County of Kern (the
10 "Board") enacted Ordinance No. G-7849 ("2009 Ordinance") under KCOC section 5.84. The
11 2009 Ordinance provided:

- 12 (a) A medical marijuana cooperative or collective may not be
13 located within one thousand (1,000) feet of a school measured
14 from the primary entrance to a dispensary and the closest property
15 line of the property of a school or on which a school is operated.
16 (b) A medical marijuana cooperative or collective shall be
17 treated as a pharmacy for zoning purposes.
18 (c) "Medical marijuana Cooperative" and "Medical Marijuana
19 Collective" are defined as set forth in section IV of the California
20 Attorney General Guidelines for the Security and Non-diversion of
21 Marijuana Grown for Medical Use issued in August, 2008, as they
22 now read or as amended.
23 (d) Any person who violates any provision in this section is
24 guilty of a misdemeanor.
25 (KCOC § 5.84.010 (2009).)

26 13. Following the enactment of the 2009 Ordinance, the Board enacted Ordinance
27 No. G-8191 (the "Dispensary Ban"). The Dispensary Ban amended Chapter 8.84 to prohibit the
28 operation of any medical marijuana dispensary in all unincorporated areas of the County. The
Dispensary Ban was set to take effect in 30 days. A protest petition was filed with the Kern
County Auditor-Controller-County Clerk. The petition suspended the Dispensary Ban by
operation of law, and required the Board to either repeal the Dispensary Ban or place it on the
ballot for the voters of the County to approve. On February 21, 2012, in response to the protest

petition, the Board placed an ordinance ("Measure G") on the June 5, 2012 ballot for the voters of the County to approve, which would have required Medical Marijuana Dispensaries to be located in limited districts within the County. On February 28, 2012, also in response to the protest petition, the Board enacted Ordinance No. G-8257 ("Repeal Ordinance"). The Repeal Ordinance repealed Chapter 5.84 of Title 5 of the KCOC in its entirety. The Repeal Ordinance took effect on March 30, 2012, leaving no provision in the KCOC allowing Medical Marijuana Dispensaries in any zone district.

14. On August 20, 2012, a lawsuit was filed in the Kern County Superior Court which alleged Measure G was invalid on several grounds, including non-compliance with the California Environmental Quality Act ("CEQA") by the County. On February 14, 2014, the Kern County Superior Court ruled that Measure G was invalid and must be set aside because the County did not comply with CEQA prior to the Board placing the ordinance on the June 5, 2012 ballot for the voters to adopt. That decision was upheld by the Fifth District Court of Appeal.

15. On April 5, 2016, the Fifth District Court of Appeal also held, in the matter of County of Kern et. al. v. T.C.E.F. et. al., that the Repeal Ordinance violated the Elections Code. Because of this, the Fifth District Court of Appeal held that the 2009 Ordinance was in full force and effect.

16. On May 10, 2016, the Board of Supervisors passed Ordinance No. G-8630, which added Chapter 5.86 to the KCOC and imposed a moratorium on the establishment of new Medical Marijuana Dispensaries in the County (the "Moratorium"). Pursuant to the Moratorium, "no Medical Marijuana Dispensar(ies) other than those in existence and operating on the effective date of this ordinance, is permitted within the unincorporated areas of Kern County during the period of time this ordinance is in effect." The Moratorium was extended on June 21, 2016 for ten months and 15 days, pursuant to Government Code section 65858(a)

DEFENDANTS' OPERATION OF A MEDICAL MARIJUANA DISPENSARY

17. On May 18, 2016, Plaintiff inspected the Property and found that tenant improvements were being undertaken, but that the Property was not operating as a Medical Marijuana Dispensary at that time. Plaintiff re-inspected the Property on June 22, 2016 and

1 found Defendants engaged in the operation of a Medical Marijuana Dispensary at the Property.
2 Defendants' Medical Marijuana Dispensary was not in operation until after May 18, 2016.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF ORDINANCE CODE SECTION 5.86**

5 18. Plaintiff hereby incorporates by reference paragraphs 1-30 of this Complaint and
6 makes them part of this First Cause of Action, as if fully set forth herein.

7 19. This First Cause of Action seeks injunctive relief and abatement for violations of
8 KCOC section 5.86.

9 20. Plaintiff is informed and believes and thereon alleges that Defendants are and at
10 all times mentioned herein have used or have knowingly permitted the use of the Property for a
11 Medical Marijuana Dispensary.

12 21. Defendants' operation of a Medical Marijuana Dispensary at the Property is in
13 violation of KCOC section 5.86. KCOC section 5.86 provides that no Medical Marijuana
14 Dispensaries other than those in existence and operating prior to May 10, 2016 are permitted
15 within the unincorporated areas of Kern County.

16 22. Defendants' Medical Marijuana Dispensary is located in the unincorporated area
17 of Kern County and did not begin operating until after May 10, 2016.

18 23. Defendants' violations of KCOC section 5.86 constitute a public nuisance *per se*,
19 which is subject to injunction. Pursuant to KCOC section 8.44.030, "public nuisance" is defined
20 to include "any use...of property...which is unsafe, injurious to the health safety, and welfare
21 of the public...." Pursuant to KCOC section 5.86, the Board of Supervisors declared that
22 allowing any new medical marijuana dispensaries to locate within the unincorporated areas of
23 the County or allowing any existing dispensaries to relocate in the County, pending Kern
24 County's study of the potential impact of such facilities, "poses a current and immediate
25 threat to the public's health, safety, and welfare." Thus, violation of KCOC section 5.86 is a
26 "public nuisance" pursuant to KCOC section 8.44.030. "An act or condition legislatively
27 declared to be a public nuisance is 'a nuisance per se against which an injunction may issue
28 without allegation or proof of irreparable injury.'" (*City of Monterey v. Carrnsbmba* (2013) 215

1 Cal.App.4th 1068, 1086.)

2 24. KCOC sections 19.114.080 and 19.114.090 permit the County to seek injunctive
3 relieve and abatement for any property being used in violation of the provisions of KCOC title
4 19. KCOC section 19.04.879 defines "violation" to mean "any condition declared
5 by...ordinance by Kern County to be a nuisance... (or) any condition dangerous to human life,
6 unsafe, or detrimental to the public health or safety." KCOC section 19.04.507 defines the term
7 "nuisance" to mean any condition declared by ordinance to be detrimental to the "public health
8 or safety." Because KCOC section 5.86 declares the operation of new Medical Marijuana
9 Dispensaries to be an immediate threat to the public's health, safety, and welfare, it is a
10 "nuisance" under KCOC section 19.04.507, and a "violation" pursuant to KCOC section
11 19.04.879. Such violations are subject to injunction and abatement under KCOC chapter 19.114.

12 25. Plaintiff is also permitted to seek to enjoin and abate this public nuisance pursuant to
13 Civil Code section 3479 *et seq.*

14 26. Civil Code section 3479 states in part:

15 Anything which is injurious to health, including, but not limited to,
16 the illegal sale of controlled substances, or is indecent or offensive
17 to the senses, or an obstruction to the free use of property, so as to
18 interfere with the comfortable enjoyment of life or property...is a
19 nuisance.

20 27. Civil Code section 3480 states:

21 A public nuisance is one which affects at the same time an entire
22 community or neighborhood, or any considerable number of
23 persons, although the extent of the annoyance or damage inflicted
24 upon individuals may be unequal.

25 28. Civil Code section 3491 provides that "[a] civil action" or "[a]batement" are
26 appropriate "remedies against a public nuisance."

27 29. Unless Defendants are restrained and enjoined by order of the court, they will
28 continue to unlawfully use the Property as a Medical Marijuana Dispensary in violation of
KCOC section 5.86, and they will continue to allow, permit, and encourage this public nuisance
on the Property.

1 PRAYER

2 Wherefore, Plaintiffs pray as follows:

3 DETERMINATION OF PUBLIC NUISANCE

4 1. That a public nuisance be found to exist at the Property due to Defendants'
5 violation of KCOC section 5.86.

6 INJUNCTIVE RELIEF

7 2. That the court issue preliminary and permanent injunctions in accordance with
8 KCOC section 19.114.080 and Civil Code section 3491, enjoining Defendants, including their
9 agents, officers, employees, anyone acting on their behalf, and any successors in interest, heirs,
10 assigns, and future lessees from using or permitting the use of the Property, or any other property
11 in the unincorporated areas of the County, for the operation of a Medical Marijuana Dispensary
12 for as long as a moratorium on Medical Marijuana Dispensaries is in effect under KCOC section
13 5.86.

14 3. That Defendant Property Owner and any successors in interest, heirs, assigns be
15 prohibited and enjoined from renting, leasing, or otherwise permitting any Medical Marijuana
16 Dispensary to occupy or remain on the Property for as long as a moratorium on Medical
17 Marijuana Dispensaries is in effect under KCOC section 5.86.

18 4. That upon evidence substantiating Defendants' failure to comply with such
19 orders, the Court will levy fines in the amount of one thousand dollars (\$1,000) for each and
20 every offense pursuant to Code of Civil Procedure section 1218.

21 ABATEMENT

22 5. That the Court issue such orders as are appropriate, in accordance with KCOC
23 section 19.114.090 and Civil Code section 3491 to abate the public nuisance on the Property.

24 6. That the court orders Defendants to take the following action with respect to the
25 Property, for as long as a moratorium on Medical Marijuana Dispensaries is in effect under
26 KCOC section 5.86:

27 / / /

28 / / /

Complaint for Preliminary and Permanent Injunction, Abatement, and Civil Penalties

1 A. Remove all signage from the Property advertising a Medical Marijuana
2 Dispensary.

3 B. Do not advertise in any manner, including on the Internet, the existence of
4 a Medical Marijuana Dispensary of any kind at the Property.

5 C. Advise any person who enters the Property that the Medical Marijuana
6 Dispensary is closed.

7 D. Do not accept any recommendation or other documentation authorizing
8 the distribution of marijuana.

9 E. Do not operate or permit anyone to operate a Medical Marijuana
10 Dispensary and/or possess offer, sell, give away, or otherwise distribute marijuana
11 from the Property.

12 ADDITIONAL RELIEF

13 7. That County is granted such other and further relief, including costs and attorneys
14 fees as the Court deems just and proper.

15
16 Dated: July 26 2016

THERESA A. GOLDNER, COUNTY COUNSEL

17
18 By: 

James L. Brannen, Deputy
Attorneys for Plaintiffs, County of Kern, et al.

19
20
21 22D0220.DOC

Exhibit I

The Loop Newspaper - Tehachapi's Online Community News & Entertainment Guide



Are you new to the Tehachapi area?
We have **FREE Gifts & a Smalltown Welcome** for you!
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Kern County serves warrants on three more pot shops in Eastern Kern



From our Supervisor

By Zack Scrivner
Kern County Supervisor



A Kern County Enforcement Task Force commenced action today to enforce the county's moratorium on three illegal medical marijuana dispensaries in the communities of Mojave and Rosamond. The three dispensaries, Big O Relief at 16940 Highway 14, and an associated grow site at 16916 Highway 14, Lights Out Wellness located at 1739 Poplar Street, Rosamond, and American Organics Club at 1737 Locust Street in Rosamond, were operating illegally.

This Enforcement Task Force action commences an initiative to close all illegal medical marijuana dispensaries that began operation after the May 10, 2016 Moratorium enacted by the Board of Supervisors.

The Enforcement Task Force is a collaborative effort between Kern County Public Works - Code Compliance Division, Kern County Sheriff's Department, District Attorney, County Counsel, Fire Department, Planning and Natural Resources, Department of Agriculture and Measurement Standards, and Public Health.

The Enforcement Team seized several pounds of edible products being sold without a permit, and served notices of violation for building, fire, and other code violations.

Medical marijuana dispensaries that operate without regard for zoning, fire, building, and health codes endanger communities. Illegal dispensaries often create a climate of lawlessness and have detrimental impacts on communities with increased instances of robberies, shootings, and even one kidnapping and torture case connected with a dispensary in 2015.

"I applaud the actions taken today by our Enforcement Team in Eastern Kern against these illegal marijuana dispensaries," said Zack Scrivner, Second District Supervisor, who spearheaded the county's enforcement efforts. "All illegal dispensaries in Eastern Kern should be on notice that our Enforcement Team will visit them soon."

Connect With Us

The Loop Newspaper

206 S. Green Street
Tehachapi, CA 93561
Ph: (661) 822-8188
Email: info@theloopnewspaper.com

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The Loop Newspaper - Tehachapi's Online Community News & Entertainment Guide



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County crackdown on illegal medical marijuana dispensaries



From our Supervisor

By Zack Scrivner
Kern County Supervisor



A Kern County Enforcement Task Force commenced action on Aug. 10 to enforce the county's moratorium on three illegal medical marijuana dispensaries in the community of Rosamond. The three dispensaries, Green Mile Collective at 2613 Diamond Street, Highway Relief Medical at 2929 Sierra Highway and 5 Gramz Stop at 2949 Sierra Highway, were operating illegally.

This Enforcement Task Force action commences an initiative to close all illegal medical marijuana dispensaries that began operation after the May 10, 2016 Moratorium enacted by the Board of Supervisors.

The Enforcement Task Force is a collaborative effort between Kern County Public Works - Code Compliance Division, Kern County Sheriff's Department, District Attorney, County Counsel, Fire Department, Planning and Natural Resources, Department of Agriculture and Measurement Standards, and Public Health.

The Enforcement Team seized several thousand dollars in unsafe edible product of unknown origin, as well as illegal bath salts. In addition, several notices of violation were issued.

Medical marijuana dispensaries that operate without regard for zoning, fire, building, and health codes endanger communities. Illegal dispensaries often create a climate of lawlessness and have detrimental

impacts on communities with increased instances of robberies, shootings, and even one kidnapping and torture case connected with a dispensary in 2015.

"The actions taken today send a strong message to those operating illegal dispensaries that their days in Kern County are numbered," said Zack Scrivner, Second District Supervisor, who accompanied the Enforcement Task Force today.

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF KERN
BAKERSFIELD COURT
1415 TRUXTUN AVENUE
BAKERSFIELD CA 93301**

FOR COURT USE ONLY
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF KERN

OCTOBER 13, 2017

TERRY McNALLY, CLERK
BY Vanessa Cofield DEPUTY

PLAINTIFF/PETITIONER:

**ALVARO ORDAZ
BIG O RELIEF, A CALIFORNIA NON-PROFIT MUTUAL
BENEFIT CORPORATION
DOO H YOON**

DEFENDANT/RESPONDENT:

**KERN COUNTY DEPARTMENT OF AGRICULTURE AND
MEASUREMENT STANDARDS, COLLECTIVELY
KERN COUNTY PLANNING AND NATURAL RESOURCES
DEPARTMENT, COLLECTIVELY
KERN COUNTY FIRE DEPARTMENT, COLLECTIVELY**

**NOTICE OF ASSIGNMENT TO JUDGE FOR ALL PURPOSES AND
NOTICE OF ORDER TO SHOW CAUSE RE CRC RULE 3.110 AND
NOTICE OF CASE MANAGEMENT CONFERENCE**

CASE NUMBER:

BCV-17-102394

By order of the presiding judge, the above entitled case is assigned to the Honorable Stephen D. Schuett for all purposes. It will be managed on the direct calendar program in Bakersfield Department 10 until its conclusion. Peremptory challenges, if any, must be made within the times set out in CCP §170.6. Please include the initials SDS after the case number on all future pleadings filed in this case.

TO PLAINTIFF AND PLAINTIFF'S COUNSEL:

You are ordered to appear on **January 25, 2018** in **Bakersfield Department 10** at **8:30 AM** in the above entitled court to give any legal reason why sanctions shall not be imposed for failure to serve the complaint on all named defendants and file proof(s) of service with the court within sixty (60) days after the filing of the complaint pursuant to California Rules of Court, Rule 3.110. All appearances are mandatory, unless the court receives the required proof(s) of service five (5) court days prior to the hearing date, and then no appearance is necessary.

TO EACH PARTY AND THEIR RESPECTIVE ATTORNEY(S) OF RECORD:

This case is set for Case Management Conference, by the Honorable Stephen D. Schuett on **April 10, 2018** at **8:15 AM** in **Bakersfield Department 10** of the above entitled court. Case management statements are to be filed at least fifteen (15) days prior to the conference in accordance with California Rules of Court, Rules 3.720 – 3.730. All parties shall comply with California Rules of Court, Rules 3.720 – 3.730.

NOTICE TO PLAINTIFF'S COUNSEL

IMPORTANT: You are required to serve this Notice of Assignment and Notice of Order to Show Cause Date and Notice of Case Management Conference Date with the Summons, Complaint [Local Rule 3.7(a)], Alternative Dispute Resolution (ADR) Information Packet, and ADR Stipulation and Order Form (California Rules of Court, Rule 3.221).

NOTICE TO CROSS COMPLAINANT'S COUNSEL

IMPORTANT: If you are bringing a cross complaint against new parties, you are, likewise, required to serve this Notice of Assignment pursuant to California Rules of Court, Rule 3.110 and Notice of Order to Show Cause date and Notice of Case Management Conference date on the new cross defendants.

TERRY MCNALLY
CLERK OF THE SUPERIOR COURT

Date: October 13, 2017

By: Vanessa Cofield
Vanessa Cofield, Deputy Clerk

The Clerk of the Superior Court's office has received a civil complaint from you for filing. Pursuant to the Trial Court Delay Reduction Act, your case has been assigned to the Honorable Stephen D. Schuett as monitoring judge.

Judge Stephen D. Schuett has instituted a direct calendaring system for all cases assigned to him/her as the monitoring judge.

All law and motion, case management and trial setting conferences, ex parte matters and trials will be scheduled before him/her in Bakersfield Department 10. This will involve all cases in which the clerk has assigned the initials SDS to the complaint at the time of filing. Counsel is expected to make the initials of the monitoring judge a part of the case number on all pleadings and papers.

Judge Stephen D. Schuett expects that all law and motion hearings to be heard by him/her be set within five (5) days of the earliest date that they may be heard, given mail notice of hearing. **Law and motion matters must be reserved by going to the website address <http://kerncourtlink.com> for the Kern Courtlink Online Reservation System. The website is available at any time. You may calendar motions as scheduled below. Ex-parte matters require pre-clearance.**

At the time of filing the complaint, plaintiff's counsel will be given a Notice of Case Management Conference which sets a conference approximately one hundred eighty (180) days after filing of the complaint. This notice must be served with the summons and complaint on all defendants. Defendants must serve the notice on all cross-defendants named. The notice must also be served on interveners and lien claimants.

Telephonic appearances for case management conferences and law and motion hearings are available through Court Call. The toll free telephone number for Court Call is (888) 88-COURT. Proper procedures must be complied with under California Rules of Court, Rule 3.670. Arrangements to make appearances through Court Call must be made at least five (5) court days prior to the hearing date.

Another judge will hear settlement conferences in cases assigned to Judge Stephen D. Schuett. However, those cases that do not settle will be set for trial before him/her.

To confirm any hearing on calendar, for general questions regarding cases assigned to Judge Stephen D. Schuett or to pre-clear an ex-parte hearing, contact the Direct Calendaring Clerk at 661-868-5404. To check on tentative rulings from Judge Chapin or Judge Clark, go to the court's website address "<http://www.kern.courts.ca.gov/>", after 4:00 pm, and click on tentative rulings. Judge Lampe does **not** offer tentative rulings.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF KERN
SPECIAL RULES RELATING TO CASE MANAGEMENT CONFERENCES**

At least fifteen (15) days prior to the case management conference, each party shall prepare, file and serve on each other party a case management conference report providing the Court with the following information:

1. The "at-issue" status of the case including any new parties that may be contemplated;
2. A brief statement of the type of case and the general facts or contentions;
3. A description of the discovery done to date and that contemplated to be done;
4. Estimated time for trial and whether a jury is demanded;
5. Whether or not the case is entitled to priority in trial setting and if so, the legal authority thereof;
6. An evaluation of the case for alternative dispute resolution, including arbitration (judicial or binding), mediation or private judge handling;
7. If a person injury action, a description of the injuries sustained by each plaintiff and the elements of claimed damage;
8. A statement of any settlement negotiations undertaken thus far;
9. The name of the attorney primary responsible for the case on behalf of the party filing the report.

More than one party may join in the filing of a single report.

The case management conference shall be attended by the attorney primarily responsible for the case on behalf of each party or a member of his or her firm or counsel formally associated in the case. The attorney attending shall be thoroughly familiar with the case, and be able to engage in meaningful discussions with court and counsel, and to enter into agreements on behalf of his or her client on the following subjects:

1. The "at-issue" status of the case including the dismissal of the unnamed doe defendants or cross-defendants by agreement of all parties;
2. Discovery conducted and remaining to be done;
3. Amenability of the case to alternative dispute resolution including, but no limited to, arbitration (judicial or binding), mediation, and private judge handling.
4. Delineation of issues including stipulation of facts not in substantial controversy;
5. Settlement prospects;
6. Setting the matter for trial, pre-trial conferences, settlement conference or further case management conference;
7. Any other matters relevant to the processing of the case to a final resolution.

Any violation of these rules shall result in the imposition of substantial sanctions which may include monetary, issue, termination, or other appropriate sanctions.

LAW OFFICES OF ABRAHAM A. LABBAD

Abraham A. Labbad, Esq. (CA Bar No.: 271349)

1250 Walnut St., Unit 122

Pasadena, CA 91106

Office: (818) 253-1529

Fax: (818) 530-9236

Specially Appearing and Limited Scope

Attorneys for Plaintiffs:

BIG O RELIEF, ET AL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN (METROPOLITAN DIVISION)

BIG O RELIEF, a California Non-profit
Mutual Benefit Corporation, DOO H. YOON,
an individual, EUNICE S. YOON, an
individual, and Alvaro Ordaz, an individual,
Plaintiffs,

vs.

COUNTY OF KERN, a political subdivision
of the State of California; GREG FENTON,
individually and as Kern County Building
Inspector, KERN COUNTY BOARD OF
SUPERVISORS, collectively; LETICIA
PEREZ, individually and as Kern County
Supervisor; MICK GLEASON, individually
and as Kern County Supervisor; DAVID
COUCH, individually and as Kern County
Supervisor; MIKE MAGGARD, individually
and as Kern County Supervisor; ZACK
SCRIVNER, individually and as Kern County
Supervisor, KERN COUNTY PUBLIC
WORKS – CODE COMPLIANCE
DIVISION, collectively; KERN COUNTY
SHERIFF’S DEPARTMENT, collectively;
DONNY YOUNGBLOOD, individually and
as Kern County Sheriff; KERN COUNTY
DISTRICT ATTORNEY’S OFFICE,
collectively; LISA GREEN, individually and
as Kern County District Attorney; KERN
COUNTY COUNSEL’S OFFICE,
collectively; MARK L. NATIONS,
individually and as Kern County Counsel;
///

Case No.: BCV-17-102394

PLAINTIFFS’ DEMAND FOR JURY
TRIAL (relating to the following
Complaint):

COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF AND
DAMAGES FROM RACKETEERING,
CONSPIRACY TO ENGAGE IN A
PATTERN OF RACKETEERING
ACTIVITY, AND RELATED CLAIMS;
AND DEMAND FOR JURY TRIAL

(C.C.P., §592.)

1 JAMES BRENNAN, individually and as) (continued)
2 Deputy Kern County Counsel; CHARLES F.)
3 COLLINS, individually and as Chief Deputy)
4 Kern County Counsel; GURUJODHA S.)
5 KHALSA, individually and as Chief Deputy)
6 County Counsel; KERN COUNTY FIRE)
7 DEPARTMENT, collectively; KERN)
8 COUNTY PLANNING AND NATURAL)
9 RESOURCES DEPARTMENT, collectively;)
10 LORELEI OVIATT, individually and as)
11 Director; KERN COUNTY DEPARTMENT)
12 OF AGRICULTURE AND)
13 MEASUREMENT STANDARDS,)
collectively; GLENN FANKHAUSER,)
individually and as Commissioner; KERN)
COUNTY PUBLIC HEALTH)
DEPARTMENT, collectively; AL ROJAS,)
individually and as Kern County Code)
Compliance Division Supervisor; and DOES)
1 Through 1000, Inclusive,)
Defendants.)

14 TO EACH PARTY AND TO THEIR COUNSEL OF RECORD:

- 15 1. Plaintiffs in the present matter hereby give NOTICE of their **DEMAND FOR JURY**
16 **TRIAL** in the above-referenced action, pursuant to California Code of Civil Procedure,
17 §592.
18

19 Respectfully submitted,

20 Dated: October 11, 2017

LAW OFFICES OF ABRAHAM A. LABBAD

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22
23
24
25



ABRAHAM A. LABBAD,
Limited Scope Attorney for Plaintiffs
Big O Relief, Doo H. Yoon, Eunice Yoon, and
Alvaro Ordaz

SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN
ALTERNATIVE DISPUTE RESOLUTION (ADR)
INFORMATION PACKET



Kern County Superior Court encourages, and under certain circumstances, may require parties to try ADR before trial. Courts have also found ADR to be beneficial when used early in the case process. The courts, community organizations and private providers offer a variety of ADR processes to help people resolve disputes without a trial. Below is information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local arbitrator, mediator or neutral evaluator. You may find more information about these ADR processes at www.courts.ca.gov/programs/adr.

Possible Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial depending on the type of ADR process used as well as the particular type of case involved.

Possible Advantages: Saves time; saves money; gives the parties more control over the dispute resolution process and outcome; helps to preserve and/or improve party relationships.

Possible Disadvantages: May add additional time and costs to the litigation if ADR does not resolve the dispute; procedures such as discovery, jury trial, appeals, and other legal protections may be limited or unavailable.

Most Common Types of ADR

Mediation: A neutral person or "mediator" helps the parties communicate in an effective and constructive manner so the parties can try to resolve their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is generally confidential and may be particularly useful where ongoing relationships are involved, such as between family members, neighbors, employers/employees or business partners.

Settlement Conferences: A judge or another neutral person assigned by the court helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement conference neutral does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different views about the likely outcome of a trial in their case.

Neutral Evaluation: The parties briefly and informally present their facts and arguments to a neutral person who is often an expert in the subject matter of the dispute. The neutral does not decide the outcome of the dispute, but helps the parties to do so by providing them with a non-binding opinion about the strengths, weaknesses and likely outcome of their case. Depending on the neutral evaluation process, and with the parties' consent, the neutral may then help the parties try to negotiate a settlement. Neutral evaluation may be appropriate when the parties desire a neutral's opinion about how the case might be resolved at trial; and, if the primary dispute is about the amount of damages or technical issues, the parties would like a neutral expert to resolve those disputes.

Arbitration: The parties present evidence and arguments to a neutral person or “arbitrator” who then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are generally more relaxed. If the parties agree to *binding* arbitration, they waive their right to a jury trial and agree to accept the arbitrator’s decision. With *nonbinding* arbitration, any party may reject the arbitrator’s decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time and expense of a trial, or desire an expert in the subject matter of their dispute to make a decision.

Local Court ADR Programs

The Superior Court, County of Kern offers two types of ADR: Arbitration in cases in which the amount in controversy as to each plaintiff is \$50,000 or less; and DRPA mediation services on the day of the hearing, settlement conference or trial.

Arbitration: The Superior Court of California, County of Kern does use Arbitrators in civil cases where the amount in controversy as to each individual plaintiff is \$50,000 or less. The Court may order the parties to Arbitration or the parties may agree to Arbitration any time before the first case management conference statement is filed.

See Local Rule 3.14 at www.kern.courts.ca.gov/local_rules_of_court.

Dispute Resolution Program Act (DRPA): The Superior Court of California, County of Kern also offers mediation services in small claims and unlawful detainer, civil harassment, family law and probate matters. The Court has contracted with the Better Business Bureau (BBB) under the Dispute Resolution Programs Act (DRPA) to provide these mediation services. For more information about BBB Mediation Services contact www.mediationservicesbybbb.org.

ADR Coordinator:

Although complaints about arbitrators and mediators are rare, the Superior Court of California, County of Kern does provide a complaint procedure in our Local Rules, Rule 3.14.7. If you have a complaint or a concern with any of this Court’s ADR programs, or simply have a question about ADR, please contact the ADR Administrator at ADRAdministrator@kern.courts.ca.gov or 661-868-5433.

Resources:

California Department of Consumer Affairs: www.dca.ca.gov/consumer/mediation_guides

Judicial Branch California Courts – ADR: www.courts.ca.gov/selfhlep-adr

ADR Stipulation Form: www.kern.courts.ca.gov/links/4/file

ATTORNEY OR PARTY WITHOUT ATTORNEY		FOR COURT USE ONLY
NAME:	STATE BAR NO.:	
FIRM NAME:		
ADDRESS:		
CITY:	STATE: ZIP CODE:	
E-MAIL ADDRESS (<i>Optional</i>):	TELEPHONE NO.:	
ATTORNEY FOR (<i>Name</i>): FAX NO. (<i>Optional</i>):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN		
STREET ADDRESS:		
MAILING ADDRESS:		
CITY AND ZIP CODE:		
BRANCH NAME:		
PLAINTIFF:		
DEFENDANT:		
ADR STIPULATION AND ORDER FORM		CASE NUMBER:

1. Pursuant to California Rule of Court 3.221(a)(4), the parties and their attorneys stipulate that all claims in this action will be submitted to the following alternative dispute resolution (ADR) process:
- a. ☐ Private Mediation.
 - b. ☐ Neutral Evaluation.
 - c. ☐ Binding Arbitration.
 - d. ☐ Referee/Special Master.
 - e. ☐ Settlement Conference with Private Neutral.
 - f. ☐ Non-binding Judicial Arbitration pursuant to CCP§1141.10 et seq., and applicable Rules of Court.
 - g. ☐ Discovery will remain open until 30 days before trial.
 - h. ☐ Other: _____.
2. It is also stipulated that:
- a. _____ (name of individual neutral, not organization) has consented to and will serve as
 - b. _____ (neutral function/process) and that the session will take place on
 - c. on _____ (enter a FIRM date) and that all persons necessary to effect a settlement and having full authority to resolve the dispute will appear at such session.

ADR STIPULATION AND ORDER FORM

PLAINTIFF:	CASE NUMBER:
DEFENDANT:	

3. Date:

a. On behalf of Plaintiff/s

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

☐ Continued on *Attachment 3a* (form MC-025).

b. On behalf of Defendant/s

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

☐ Continued on *Attachment 3a* (form MC-025).

4. ORDER:

- a. ☐ The ADR process is to be completed by _____, 20__.
- b. ☐ The Case Management Conference currently set for _____, 20__ at _____
_____ a.m./p.m. in Department ____:
 - i. ☐ Remains on calendar.
 - ii. ☐ Is hereby vacated.
- c. ☐ Mediation Status Review.
- d. ☐ Case Status Review re: _____.
- e. ☐ Final Case Management Conference is set for _____, 20__ at _____ a.m./p.m. in
Department _____.
- f. ☐ Judicial Arbitration Order Review Hearing will be set by notice upon assignment of
arbitrator.

IT SO ORDERED.

Date: _____

JUDICIAL OFFICER

ADR STIPULATION AND ORDER FORM

Big O Relief, et al. v. County of Kern, et al.

Exhibit B

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 271349 NAME: ABRAHAM A. LABBAD FIRM NAME: LAW OFFICE OF ABRAHAM A. LABBAD STREET ADDRESS: 1250 WALNUT ST., UNIT 122 CITY: PASADENA STATE: CA ZIP CODE: 91106 TELEPHONE NO.: (818) 253-1529 FAX NO.: (818) 530-9236 E-MAIL ADDRESS: abelabbad@gmail.com ATTORNEY FOR (Name): BIG O RELIEF, a California Non-profit Mutual Benefit Corporation,		CIV-110 FOR COURT USE ONLY ELECTRONICALLY FILED 11/6/2017 8:00 AM Kern County Superior Court Terry McNally By Araceli Wahl, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN STREET ADDRESS: 1415 TRUXTUN AVENUE MAILING ADDRESS: 1415 TRUXTUN AVENUE CITY AND ZIP CODE: BAKERSFIELD 93301 BRANCH NAME: METROPOLITAN DIVISION		CASE NUMBER: BCV-17-102394
Plaintiff/Petitioner: BIG O RELIEF, et al Defendant/Respondent: COUNTY OF KERN, et al		
REQUEST FOR DISMISSAL		
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.		
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)		
1. TO THE CLERK: Please dismiss this action as follows: a. (1) <input type="checkbox"/> With prejudice (2) <input checked="" type="checkbox"/> Without prejudice b. (1) <input type="checkbox"/> Complaint (2) <input type="checkbox"/> Petition (3) <input type="checkbox"/> Cross-complaint filed by (name): _____ on (date): _____ (4) <input type="checkbox"/> Cross-complaint filed by (name): _____ on (date): _____ (5) <input type="checkbox"/> Entire action of all parties and all causes of action (6) <input checked="" type="checkbox"/> Other (specify):* Dismiss action as to LETICIA PEREZ, individually.		
2. (Complete in all cases except family law cases.) The court <input type="checkbox"/> did <input checked="" type="checkbox"/> did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed). Date: November 2, 2017 ABRAHAM A. LABBAD, ESQ. (TYPE OR PRINT NAME OF <input checked="" type="checkbox"/> ATTORNEY <input type="checkbox"/> PARTY WITHOUT ATTORNEY) *If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.		
3. TO THE CLERK: Consent to the above dismissal is hereby given.** Date: _____ (TYPE OR PRINT NAME OF <input type="checkbox"/> ATTORNEY <input type="checkbox"/> PARTY WITHOUT ATTORNEY) ** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).		(SIGNATURE) Attorney or party without attorney for: <input checked="" type="checkbox"/> Plaintiff/Petitioner <input type="checkbox"/> Defendant/Respondent <input type="checkbox"/> Cross Complainant
(To be completed by clerk) 4. <input checked="" type="checkbox"/> Dismissal entered as requested on (date): 11/06/2017 5. <input type="checkbox"/> Dismissal entered on (date): _____ as to only (name): _____ 6. <input type="checkbox"/> Dismissal not entered as requested for the following reasons (specify): _____		(SIGNATURE) Attorney or party without attorney for: <input type="checkbox"/> Plaintiff/Petitioner <input type="checkbox"/> Defendant/Respondent <input type="checkbox"/> Cross Complainant
7. a. <input checked="" type="checkbox"/> Attorney or party without attorney notified on (date): 11/7/2017 b. <input type="checkbox"/> Attorney or party without attorney not notified. Filing party failed to provide _____ a copy to be conformed <input type="checkbox"/> means to return conformed copy Date: 11/7/2017 Clerk, by _____ /s/ Araceli Wahl, Deputy		Page 1 of 2

Plaintiff/Petitioner: BIG O RELIEF, et al Defendant/Respondent: COUNTY OF KERN, et al	CIV-110 CASE NUMBER: BCV-17-102394
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COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for (name):
2. The person named in item 1 is (check one below):
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action.
 - c. ☐ recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. ☐ All court fees and court costs that were waived in this action have been paid to the court (check one): Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

 (TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

 (SIGNATURE)

Big O Relief, et al. v. County of Kern, et al.

Exhibit C

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 271349 NAME: ABRAHAM A. LABBAD FIRM NAME: LAW OFFICE OF ABRAHAM A. LABBAD STREET ADDRESS: 1250 WALNUT ST., UNIT 122 CITY: PASADENA TELEPHONE NO.: (818) 253-1529 E-MAIL ADDRESS: abelabbad@gmail.com ATTORNEY FOR (Name): BIG O RELIEF, a California Non-profit Mutual Benefit Corporation,		FOR COURT USE ONLY ELECTRONICALLY FILED 11/6/2017 8:00 AM Kern County Superior Court Terry McNally By Araceli Wahl, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN STREET ADDRESS: 1415 TRUXTUN AVENUE MAILING ADDRESS: 1415 TRUXTUN AVENUE CITY AND ZIP CODE: BAKERSFIELD 93301 BRANCH NAME: METROPOLITAN DIVISION		
Plaintiff/Petitioner: BIG O RELIEF, et al Defendant/Respondent: COUNTY OF KERN, et al		
REQUEST FOR DISMISSAL		
		CASE NUMBER: BCV-17-102394

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please dismiss this action as follows:

a. (1) ☐ With prejudice (2) ☒ Without prejudice

b. (1) ☐ Complaint (2) ☐ Petition

(3) ☐ Cross-complaint filed by (name):

on (date):

(4) ☐ Cross-complaint filed by (name):

on (date):

(5) ☐ Entire action of all parties and all causes of action

(6) ☒ Other (specify):* Dismiss action as to CHARLES F. COLLINS, individually.

2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: November 2, 2017

ABRAHAM A. LABBAD, ESQ.

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

(SIGNATURE)

Attorney or party without attorney for:

☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(SIGNATURE)

Attorney or party without attorney for:

☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross Complainant

(To be completed by clerk)

4. ☒ Dismissal entered as requested on (date): 11/06/2017

5. ☐ Dismissal entered on (date): as to only (name):

6. ☐ Dismissal not entered as requested for the following reasons (specify):

7. a. ☒ Attorney or party without attorney notified on (date): 11/7/2017

b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
☐ a copy to be conformed ☐ means to return conformed copy

Date: 11/7/2017

Clerk, by /s/ Araceli Wahl, Deputy

Page 1 of 2

CIV-110

Plaintiff/Petitioner: BIG O RELIEF, et al
Defendant/Respondent: COUNTY OF KERN, et al

CASE NUMBER:
BCV-17-102394

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for (name):
2. The person named in Item 1 is (check one below):
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action.
 - c. ☐ recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. ☐ All court fees and court costs that were waived in this action have been paid to the court (check one): Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

(SIGNATURE)

PROOF OF SERVICE

I, the undersigned, hereby certify that I am employed in the County of Fresno, State of California, over the age of eighteen years and not a party to the within action; my business address is 1630 East Shaw Avenue, Suite 176, Fresno, California 93710.

On the date set forth below, I placed in a sealed envelope and served a true copy of the within

**DECLARATION OF JAMES D. WEAKLEY IN SUPPORT OF
NOTICE OF REMOVAL OF ACTION**

addressed as follows:

Abraham A. Labbad
1250 Walnut Street, Unit 122
Pasadena, CA 91106
Phone: (818) 253-1529
Fax: (818) 530-9236
E-Mail: abelabbad@gmail.com

Attorneys for Plaintiffs BIG O RELIEF, DOO H. YOON,
EUNICE S. YOON, and ALVARO ORDAZ

☒ BY MAIL I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited in the ordinary course of business.

I caused each envelope, with postage fully prepaid, to be placed in the United States mail, at Fresno, California.

☐ BY HAND I hand delivered each envelope to the office listed above.

☐ BY FACSIMILE I served the above-mentioned document from Facsimile Machine No.: (559) 221-5262 to the interested parties at the facsimile numbers listed above.

☐ BY FEDERAL EXPRESS I am readily familiar with the business practice at my place of business for collection and processing of correspondence for overnight delivery with Federal Express. Such correspondence will be deposited with a facility regularly maintained by Federal Express for receipt on the same day in the ordinary course of business.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the foregoing is true and correct, and that this proof of service was executed at Fresno, California, on November 22, 2017.

/s/ Prisma Valencia
Prisma Valencia