

Assigned for all purposes to: Santa Monica Courthouse, Judicial Officer: H. Ford III

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Attorneys for: Plaintiff MATT LONGO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

LOS ANGELES COUNTY – WEST DISTRICT-SANTA MONICA COURTHOUSE

MATT LONGO, an individual,

Case No.:

Plaintiff,

COMPLAINT

vs.

CAPTOR CAPITAL CORP., a Canadian Corporation; ICH CALIFORNIA HOLDINGS LTD., a California Corporation; CAPTOR ACQUISITION CORP., a Delaware Corporation; CAPTOR CASH MANAGEMENT, INC., a California corporation; CHAI CANNABIS CO., INC., a California corporation; HIGHER LEVEL OF CARE, a California corporation; and DOES 1 through 20,

Unlimited Civil

Defendant.

Plaintiff MATT LONGO alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff MATT LONGO is an individual and at all relevant times mentioned herein, was and is a resident of the County of San Diego, State of California.

2. Defendant CAPTOR CAPITAL CORP. is a Canadian corporation, with its principal place of business in Toronto, Ontario, Canada. CAPTOR CAPITAL CORP. is not and has never been registered to do business in the State of California. CAPTOR CAPITAL CORP. executed a Membership Interest Purchase Agreement agreeing to personal and subject matter

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1 jurisdiction in the State of California. CAPTOR CAPITAL CORP. is the parent to CAPTOR
2 ACQUISITION CORP. and ICH CALIFORNIA HOLDINGS LTD. and has extensive and
3 continuous business dealings in the State of California.

4 3. Defendant ICH CALIFORNIA HOLDINGS LTD. is a California corporation,
5 with its principal place of business in Culver City, California. Until January 9, 2019, ICH
6 CALIFORNIA HOLDINGS LTD was a subsidiary of CAPTOR CAPITAL CORP.

7 4. Defendant CAPTOR ACQUISITION CORP. is a Delaware corporation with its
8 principal place of business in Santa Monica, California. CAPTOR ACQUISITION CORP. has
9 been registered to conduct business in California since July 24, 2018 and has based its principal
10 office and conducts business from California since that time.

11 5. Defendant CAPTOR CASH MANAGEMENT, INC. is a California corporation
12 with its principal place of business in Santa Monica, California. CAPTOR CASH
13 MANAGEMENT, INC. is a subsidiary of CAPTOR CAPITAL CORP.

14 6. Defendant CHAI CANNABIS CO., INC. is a California corporation with its
15 principal place of business in Santa Monica, California. CHAI CANNABIS CO., INC. is a
16 subsidiary of CAPTOR CAPITAL CORP.

17 7. Defendant HIGHER LEVEL OF CARE is a California corporation with its
18 principal place of business in Santa Monica, California. HIGHER LEVEL OF CARE is a
19 subsidiary of CAPTOR CAPITAL CORP.

20 8. Venue is appropriate in the Western Judicial District of Los Angeles County
21 because all of the Defendants have their principal place of business within the Western Judicial
22 District, except CAPTOR CAPITAL CORP. who conducts extensive business within the
23 Western Judicial District, and the oral agreements were made in the Western Judicial District.

24 9. Plaintiff is ignorant of the true names and capacities of defendants sued herein
25 and Does 1 through 20, inclusive, and therefore sues these defendants by such fictitious names.
26 Plaintiff will amend this complaint to allege their true names and capacities when they have been
27 ascertained in accordance with Code of Civil Procedure §474.

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1 10. Plaintiff is informed and believes, and thereon alleges, that each said fictitiously
2 named defendant is responsible in some manner for the occurrences alleged herein, and that the
3 damages and other relief sought are properly alleged against said defendants.

4 11. Plaintiff is also informed and believes, and thereon alleges, that at all times herein
5 mentioned, each Defendant was the agent or employee of each of the other remaining
6 Defendants, and was at all times acting within the scope and course of said agency or
7 employment, and with the permission, consent, authorization and/or ratification of their Co-
8 Defendants, such that the actions of one Defendant is attributable to all other Defendants, and
9 such that each Defendant is jointly and severally liable with all other Defendants to Plaintiff.

10 12. Upon information and belief, CAPTOR CAPITAL CORP. is the alter ego of its
11 subsidiaries, CAPTOR ACQUISITION CORP, ICH CALIFORNIA HOLDINGS, LTD.,
12 CAPTOR CASH MANAGEMENT, INC., CHAI CANNABIS CO., INC. and HIGHER LEVEL
13 OF CARE. All of these entities failed to maintain separate identities, particularly in dealings
14 with one another. These entities have interlocking officers and directors and use the same
15 attorneys. As discussed more fully below, CAPTOR CAPITAL CORP. dominated and controlled
16 its subsidiaries by directing all acts and activities inside and outside of the State of California.
17 Treatment of the subsidiaries as a separate entity would lead to an inequitable result.

18 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

19 13. Plaintiff MATT LONGO is a well-respected, experienced businessman in the
20 legal medicinal and recreational cannabis industry. He started consulting with medical marijuana
21 businesses after the passage of Proposition 215 and learned the complex and multi-layered
22 regulatory environments associated with legal cannabis. He transitioned that experience to
23 recreational cannabis operations after the passage of Proposition 64 in November 2016.

24 14. MATT LONGO has worked as an owner/operator of legal cultivation facilities,
25 manufacturing facilities and dispensaries. He personally holds 4 different licenses from the
26 Bureau of Cannabis Control, in addition to several other regulatory licenses.

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1 15. MATT LONGO helped establish The Source Santa Ana and the Farmacy
2 Collective, both legal dispensaries, and was the license holder for both entities, that operated
3 under the MedMen brand name.

4 **Mellow Extracts**

5 16. In 2017, MATT LONGO formed Mellow Extracts, LLC with the intent to
6 establish a lab for the production of concentrates and extracts in the legal cannabis industry.
7 MATT LONGO was the sole owner of Mellow Extracts, LLC

8 17. Shortly thereafter, he was approached by I-5 Cannabis Holdings Ltd. about
9 acquiring Mellow Extracts, LLC. The parties entered into a binding letter of intent on March 9,
10 2017, but that deal did not close. However, the parties carried on with many of the deal points,
11 including appointing MATT LONGO as CEO of ICH CALIFORNIA HOLDINGS, LTD (a
12 California company that I-5 Cannabis Holdings Ltd. created to do business in California).
13 During this time, CAPTOR CAPITAL CORP. acquired I-5 Cannabis Holdings Ltd.

14 18. Discussions concerning acquiring Mellow Extracts, LLC resumed in 2018.
15 MATT LONGO agreed to sell all of his interest in Mellow Extracts, LLC in exchange of
16 3,750,000 shares of stock in I-5 Cannabis Holdings Ltd. (a subsidiary of CAPTOR CAPITAL
17 CORP.) at an agreed upon value of \$1.5 million CAD. Those shares were represented by
18 CAPTOR CAPITAL CORP. to be marketable securities so that MATT LONGO could re-sell
19 and ‘cash out’ the securities.

20 19. MATT LONGO was presented with a written Membership Interest Purchase
21 Agreement with CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD. to
22 purchase all of MATT LONGO’S membership interest in Mellow Extracts, LLC. It was
23 represented that all of the agreed upon deal points were contained in that Agreement. MATT
24 LONGO signed that Membership Interest Purchase Agreement on or about September 7, 2018.

25 20. MATT LONGO requested his stock certificate numerous times without avail. He
26 was told that it had been sent, but it was not received. He was then told he had to request a
27 replacement certificate under the policy of the Canadian Stock Exchange. It was not until March
28 2019 when MATT LONGO finally received his shares. When he received the certificate, he was

1 surprised to discover that the shares were in the name of CAPTOR CAPITAL CORP., a
2 Canadian corporation. Furthermore, to his shock, the securities contained restrictions on sale
3 with vesting over 12 months. CAPTOR CAPITAL CORP. had used a bait and switch and
4 replaced the consideration with shares of common stock in CAPTOR CAPITAL CORP. without
5 any guarantee of value. Upon information and belief, those shares are not marketable shares.
6 CAPTOR CAPITAL CORP.'s own audited financial statements shows that only 187,500
7 common shares were issued at a value of \$525,000 CAD, well below the \$1,500,000 CAD he
8 was promised.

9 21. Even more alarming was that CAPTOR CAPITAL CORP. had authorized a 20:1
10 reverse stock split back in January 2018 that was not disclosed to MATT LONGO. That reverse
11 stock split took place shortly after the deal closed and only 187,500 shares were issued to MATT
12 LONGO for a total value of \$525,000 CAD.

13 22. The deal closed and the membership interest in Mellow Extracts, LLC was
14 initially assigned to ICH CALIFORNIA HOLDINGS LTD. MATT LONGO was appointed as
15 the manager and was shown on paper as the sole member (even though ICH CALIFORNIA
16 HOLDINGS LTD was expressly identified as a subsidiary of CAPTOR CAPITAL CORP.). On
17 December 31, 2018, ICH CALIFORNIA HOLDINGS LTD., assigned all of the membership
18 interests in Mellow Extracts, LLC to CAPTOR ACQUISITION CORP.

19 23. As part of the transaction, MATT LONGO was supposed to continue working for
20 Mellow Extracts as the manager. He was promised compensation as an employee, a director and
21 a license holder. None of those promises were honored.

22 **Employment Agreement**

23 24. In connection with the sale of Mellow Extracts, LLC, several other agreements
24 were executed, including an Employment Agreement between MATT LONGO and CAPTOR
25 ACQUISITION CORP., and an Indemnification Agreement by CAPTOR CAPITAL CORP.,
26 CAPTOR ACQUISITION CORP., ICH CALIFORNIA HOLDINGS LTD and I-5 Holdings Ltd.
27 Execution of the Employment Agreement was a condition of closing the Mellow Extracts, LLC
28 deal.

1 25. The written Employment Agreement dated September 7, 2018 agreed to employ
2 MATT LONGO as Director of Manufacturing and Cultivation for a term of 5 years. That
3 Agreement could only be terminated by CAPTOR ACQUISITION CORP. without cause upon
4 90 days' notice (with a required 18 month severance payment) or for cause. MATT LONGO
5 was guaranteed compensation in the amount of \$7,500 per month, with the opportunity to
6 increase the monthly salary to \$10,000 per month once \$500,000 in gross monthly revenue was
7 attained or average \$500,000 per month over any 3 month period. In addition, MATT LONGO
8 was eligible for a quarterly bonus if certain targets were met MATT LONGO's services under
9 the Employment Agreement were to be performed in Orange County, California.

10 26. CAPTOR ACQUISITION CORP. never paid MATT LONGO any compensation
11 under the Employment Agreement, nor was the Agreement ever terminated. All of his
12 responsibility and authority was almost immediately taken away in violation of the Employment
13 Agreement, even though MATT LONGO continued to provide services to Mellow Extracts,
14 LLC.

15 27. Until March 22, 2020, MATT LONGO was still shown as the sole Manager of
16 Mellow Extracts, LLC in the public record. He was supposedly removed without any
17 notification. The Bureau of Cannabis Control and California Department of Public Health
18 licenses for Mellow Extracts, LLC for both manufacturing and distribution show MATT
19 LONGO as the owner of that business. However, CAPTOR CAPITAL CORP. and CAPTOR
20 ACQUISITION CORP. did not allow MATT LONGO to exercise any of this authority as
21 Manager or license holders for Mellow Extracts, LLC.

22 **Consulting Agreement**

23 28. In January 2019, CAPTOR ACQUISITION CORP. approached MATT LONGO
24 about entering into a Consulting Agreement to provide broader consulting services to the
25 company, in addition to the Employment Agreement. The parties entered into a written
26 Consulting Agreement effective January 10, 2019.

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1 29. Under that Agreement, Mr. Longo was to be paid a Consulting Fee of \$7,500 per
2 month, due in cash on the first business day of each month. Any termination required at least
3 thirty (30) days prior written notice.

4 30. Those payments continued through October. In late October, CAPTOR
5 ACQUISITION CORP. notified MATT LONGO that his Consulting Agreement was being
6 terminated and asked him to execute a Termination of Consulting Agreement and General
7 Release, terminating the relationship effective October 31, 2019. MATT LONGO did not sign
8 that agreement. Thirty (30) days' notice was not provided to MATT LONGO as required under
9 the Consulting Agreement.

10 31. All payments to MATT LONGO were issued by a company called CAC
11 Consumer Group, LLC. Upon information and belief, CAC Consumer Group, LLC was a
12 subsidiary of CAPTOR CAPITAL CORP. and was responsible for all accounts receivable,
13 accounts payable and all financial-related tasks for all Captor subsidiary entities in the United
14 States.

15 32. MATT LONGO was also shown as Secretary of CAPTOR ACQUISITION
16 CORP. according to the public records through April 2020. Once again, MATT LONGO was
17 supposedly removed from his officer position without any notification of such removal. MATT
18 LONGO was promised, but has not received any compensation for his role as Secretary of the
19 corporation.

20 **MedMen**

21 33. MedMen is a fictitious business name for retail locations located throughout
22 California. Each location had a separate corporation. CAPTOR CAPITAL CORP., through its
23 subsidiary, ICH CALIFORNIA HOLDINGS LTD., owned two different corporations that
24 operated under the MedMen name: The Source Santa Ana and Farmacy Collective.

25 34. After ICH CALIFORNIA HOLDINGS LTD. and CAPTOR CAPITAL CORP.
26 acquired The Source Santa Ana and Farmacy Collective, they retained MATT LONGO as CEO
27 of those two retail operations in Santa Ana and West Hollywood ("MedMen locations"). MATT
28 LONGO also held the BCC license for both locations. MATT LONGO was also a Director and

1 all of the officers of Pharmacy Collective according to the public records until the sale in January
2 2019.

3 35. ICH CALIFORNIA HOLDINGS LTD. and its parent CAPTOR CAPITAL
4 CORP., CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD. all promised to
5 compensate MATT LONGO for his services as CEO and license holder for the two locations,
6 and as Director and officers of Pharmacy Collective, through January 2019.

7 36. Despite promises for compensation for his services by ICH CALIFORNIA
8 HOLDINGS LTD. and its parent CAPTOR CAPITAL CORP., CAPTOR CAPITAL CORP. and
9 ICH CALIFORNIA HOLDINGS LTD. refused to compensate MATT LONGO for his services
10 to the MedMen locations. CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS
11 LTD. repeatedly orally promised MATT LONGO that he would receive a percentage of the
12 \$31,255,353 sale of ICH CALIFORNIA HOLDINGS LTD. and that he would receive a
13 compensation package as part of the overall deal. Those were misrepresentations, made to
14 induce MATT LONGO to sign off on those deals on behalf of ICH CALIFORNIA HOLDINGS
15 LTD.; MATT LONGO was never paid any portion of the sales proceeds, and the compensation
16 package was never presented to him or otherwise paid.

17 37. Defendants threatened to sue MATT LONGO if he did not sign off on the
18 MedMen sale. MATT LONGO was pressured to sign off on the deal without any opportunity to
19 review the documents based upon promises that additional documentation would be coming as
20 part of the “overall deal.” CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS
21 LTD. refused to put those promises in writing and after the sale closed, CAPTOR CAPITAL
22 CORP. and ICH CALIFORNIA HOLDINGS LTD. refused to honor their promise. In pressuring
23 MATT LONGO to sign off on the MedMen sale, Defendants specifically represented that there
24 was no impact on or personal liability for MATT LONGO in signing the documents without
25 review. MATT LONGO later learned that the deal included a six month trailing obligation for
26 him in connection with the licensing and other duties which he did not agree to.

27 38. Despite Captor’s shenanigans, MATT LONGO upheld his terms of the bargain
28 and did all of the work required of him. Over the fourteen month period of September 2018

1 through October 2019, until MATT LONGO was presented with a draft termination agreement,
2 MATT LONGO had never missed a meeting or conference call and has done all that has been
3 asked of him, including going above and beyond on the Mellow Extracts deal by not only
4 delivering a CUP by the closing, but also delivering the license for Mellow Extracts.

5 39. MATT LONGO is also Secretary and a Director of CAPTOR CASH
6 MANAGEMENT, INC., a California subsidiary of CAPTOR CAPITAL CORP. According to
7 the public records filed as recently as August 2019, MATT LONGO is still identified as the
8 Secretary of that corporation. Despite promises for compensation for his services by CAPTOR
9 CAPITAL CORP., MATT LONGO has not received any compensation for his services.

10 40. CAPTOR CAPITAL CORP. acquired Chai Cannabis Co. in September 2018.
11 MATT LONGO was shown as both Secretary and a Director of Chai Cannabis Co., Inc.
12 according to the public record until April 2020. Once again, MATT LONGO was apparently
13 removed from his officer and director positions without any notification from the corporation.
14 The BCC licenses for Chai Cannabis Co, Inc. for both types of retail show were in MATT
15 LONGO'S NAME until earlier this year. MATT LONGO was promised, but has not received
16 any compensation for his role as Secretary, Director and license holder of Chai Cannabis Co.

17 41. In December 2018, CAPTOR CAPITAL CORP. acquired all of the outstanding
18 equity interest in Higher Level of Care. At that time, CAPTOR CAPITAL CORP. asked MATT
19 LONGO to serve as the license holders, Secretary and Director. MATT LONGO was the
20 Secretary and a Director of Higher Level of Care until April 2020 according to the public record.
21 Once again, Defendants allegedly removed MATT LONGO from his officer and director
22 positions without any notification (before or after). The BCC licenses for Higher Level of Care
23 were also in MATT LONGO's name. MATT LONGO was promised, but has not received any
24 compensation for his role as Secretary, Director and license hold for Higher Level of Care.

25 42. In all of these entities, CAPTOR CAPITAL CORP. and its subsidiaries has
26 leveraged and utilized MATT LONGO's relationships, connections and reputation in the
27 industry in order to advance its own interests, often to the detriment of MATT LONGO. For
28 example, Defendants used MATT LONGO's banking relationships with Comerica Bank and

1 Chase Bank in order to set up accounts in the entities names. However, Defendants caused
2 problems with both of those banks and as a result, the accounts were closed and MATT LONGO
3 is now blacklisted from both of those banks and cannot obtain any products or services from
4 those banks, including auto loans, mortgages and other credit products.

5 **FIRST CAUSE OF ACTION**

6 **FRAUD IN THE INDUCEMENT**

7 **(AGAINST DEFENDANTS CAPTOR CAPITAL CORP. AND ICH**
8 **CALIFORNIA HOLDINGS LTD. AND DOES 1-20)**

9 43. MATT LONGO realleges and incorporate herein by this reference the allegations
10 set forth in paragraph numbers 1-42 of this Complaint, as though fully set forth.

11 44. CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD
12 promised to give MATT LONGO 3,750,000 shares in I-5 Cannabis Holdings Ltd. worth
13 \$1,500,000 CAD as compensation for the purchase of his ownership interest in Mellow Extracts,
14 LLC. Those shares were represented by CAPTOR CAPITAL CORP. to be marketable securities
15 so that MATT LONGO could re-sell and ‘cash out’ the securities.

16 45. In addition, in connection with the sale of Mellow Extracts, LLC, CAPTOR
17 CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD promised to provide MATT
18 LONGO with compensation for his services as an employee, manager/director and licensee.

19 46. Those representations was false. Instead, a bait and switch was used on MATT
20 LONGO, without his knowledge, changing the company in which he would receive shares from
21 I-5 Cannabis Holdings Ltd. to CAPTOR CAPITAL CORP. CAPTOR CAPITAL CORP. and
22 ICH CALIFORNIA HOLDINGS LTD failed to compensate MATT LONGO for his services as
23 an employee, manager/director and licensee.

24 47. CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD. knew
25 that these representations were false, but continued to make those representations to MATT
26 LONGO in order to induce MATT LONGO to rely on those representations and execute the
27 paperwork to sell Mellow Extracts, LLC to CAPTOR CAPITAL CORP. and ICH CALIFORNIA
28 HOLDINGS LTD.

1 48. MATT LONGO reasonably relied on CAPTOR CAPITAL CORP. and ICH
2 CALIFORNIA HOLDINGS LTD.'s representations.

3 49. As a result of his reliance on CAPTOR CAPITAL CORP. and ICH
4 CALIFORNIA HOLDINGS LTD.'s representations, MATT LONGO has been damaged, by
5 receiving stock in a different company that is only worth \$525,000 according to CAPTOR
6 CAPITAL CORP.'s own audited financial statements, not receiving marketable securities and
7 not receiving any compensation for the services required of him after the sale, in an amount to be
8 proved at the time of trial, but believed to exceed \$1,000,000.

9 50. This fraud was committed to induce MATT LONGO to enter into the sale of
10 Mellow Extracts, LLC. Had MATT LONGO known of the true nature of the terms of the deal,
11 he would not have entered into the sale of Mellow Extracts, LLC, thereby making the contract to
12 sell Mellow Extracts, LLC voidable.

13 51. In doing the acts herein alleged, defendants CAPTOR CAPITAL CORP. and ICH
14 CALIFORNIA HOLDINGS LTD. acted with fraud, oppression and/or malice and subjected
15 MATT LONGO to cruel and unjust hardship in that they knew that MATT LONGO was relying
16 on their representations that the deal was the same as that initially proposed by I-5, that they
17 drafted all of the agreements for the transaction and pressured MATT LONGO to sign the
18 documents. This was done for no other reason than to provide MATT LONGO with worthless
19 compensation for all of the ownership interest in Mellow Extracts, LLC in an attempt to virtually
20 steal the company from him. Defendants' malicious behavior is exemplified by the acts and
21 practices alleged throughout this complaint which shows defendants' bad faith and malice,
22 including, repeated promises for compensation in exchange for MATT LONGO's services and
23 expertise in the industry (and corresponding failure to pay for those services), using and abusing
24 MATT LONGO's knowledge, relationships and connections, including his banking relationships
25 that have now been destroyed by Defendants, placing MATT LONGO as a strawman with the
26 BCC without any compensation, despite numerous promises to do so, and the blatant
27 concealment of the reverse stock split of the stock issued to MATT LONGO.

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II.
SECOND CAUSE OF ACTION
MISREPRESENTATION (FRAUD BY CONCEALMENT)
(AGAINST DEFENDANTS CAPTOR CAPITAL CORP. AND ICH
CALIFORNIA HOLDINGS LTD. AND DOES 1-20)

52. MATT LONGO realleges and incorporate herein by this reference the allegations set forth in paragraph numbers 1-51 of this Complaint, as though fully set forth.

53. In January 2018, CAPTOR CAPITAL CORP. had authorized a 20:1 reverse stock split. That reverse stock split had not been implemented at the time of the closing of the sale of Mellow Extracts, LLC, in which MATT LONGO was transferred shares in CAPTOR CAPITAL CORP. as the sole compensation for the sale of the ownership interest in Mellow Extracts, LLC. That fact materially affects the terms of the compensation offered to MATT LONGO in connection with the sale of the ownership interest in Mellow Extracts, LLC.

54. CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD. did not disclose to MATT LONGO that a reverse stock split had been authorized and would affect the shares issued to him in late 2018.

55. CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD. had a duty to disclose the fact that the stock being issued would be subject to a previously authorized reverse stock split.

56. MATT LONGO was unaware of the fact that a reverse stock split had been authorized on the shares that were being issued to him. Had MATT LONGO been aware of these facts, he would not have entered into the Membership Interest Purchase Agreement on these terms.

57. As a result of CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD.'s concealment of the authorized reverse stock split, shortly after stock in CAPTOR CAPITAL CORP. was issued to MATT LONGO, the reverse stock split was implemented and MATT LONGO was only issued 187,500 shares worth only \$525,000 CAD, causing him to sustain damages in an amount to be proved at the time of trial, but believed to exceed \$750,000.

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1 58. In doing the acts herein alleged, defendants CAPTOR CAPITAL CORP. and ICH
2 CALIFORNIA HOLDINGS LTD. acted with fraud, oppression and/or malice and subjected
3 MATT LONGO to cruel and unjust hardship in that they knew that MATT LONGO did not
4 know that a reverse stock split had previously been authorized of CAPTOR CAPITAL CORP.'s
5 stock, and Defendants intentionally and purposefully concealed that information, knowing that
6 MATT LONGO believed that he was receiving 3,750,000 shares of stock worth \$1.5 million
7 CAD, but that only 187,500 shares of stock was issued worth only \$525,000 CAD due to the
8 reverse stock split, that they drafted all of the agreements for the transaction and pressured
9 MATT LONGO to sign the documents. This was done for no other reason than to provide
10 MATT LONGO with worthless compensation for all of the ownership interest in Mellow
11 Extracts, LLC in an attempt to virtually steal the company from him. This is true in light of
12 Defendants' acts and practices alleged throughout this complaint which shows Defendants' bad
13 faith and malice, including, repeated promises for compensation in exchange for MATT
14 LONGO's services and expertise in the industry, using and abusing that knowledge, relationships
15 and connections, including his banking relationships that have now been destroyed by
16 Defendants, placing MATT LONGO as a strawman with the BCC without any compensation,
17 despite numerous promises to do so and that MATT LONGO was relying on their
18 representations that the deal to purchase Mellow Extracts, LLC was the same as that initially
19 proposed by I-5.

20 **III.**
21 **THIRD CAUSE OF ACTION**
22 **BREACH OF CONTRACT-EMPLOYMENT AGREEMENT**
23 **(AGAINST DEFENDANTS CAPTOR ACQUISITION CORP.,**
24 **CAPTOR CAPITAL CORP. AND DOES 1-20)**

25 59. MATT LONGO realleges and incorporate herein by this reference the allegations
26 set forth in paragraph numbers 1-58 of this Complaint, as though fully set forth.

27 60. MATT LONGO and CAPTOR ACQUISITION CORP. entered into a written
28 Employment Agreement on or about September 7, 2018. Through that Agreement, MATT

1 LONGO was hired as Director of Manufacturing and Cultivation, with a monthly salary of
2 \$7,500 per month, with an opportunity to increase the salary to \$10,000 per month once the gross
3 revenues reach of \$500,000 in any calendar month or average \$500,000 over any three month
4 period. MATT LONGO was also eligible to earn a bonus in the minimum amount of \$25,000 if
5 the gross revenues reach \$750,000 in any calendar month or average \$750,000 per month over
6 any three month period. MATT LONGO was also entitled to five weeks paid vacation annually,
7 plus the cost of health insurance for MATT LONGO and his spouse.

8 61. The written Employment Agreement was for a term of 5 years and could be
9 terminated by CAPTOR ACQUISITION CORP. for cause, or without cause if it provided 90
10 days prior notice and paid MATT LONGO his base salary for 18 months.

11 62. Paragraph 16(e) provides that the prevailing party shall be entitled to
12 reimbursement of his reasonable attorneys' fees and costs.

13 63. The Employment Agreement was a condition of closing of the Mellow Extracts,
14 LLC transition and was a material term in that deal.

15 64. Defendants paid for MATT LONGO's health insurance for him and his wife
16 under the Employment Agreement until August 2019, when the health insurance was cancelled
17 for non-payment.

18 65. Although CAPTOR ACQUISITION CORP. has not formally given notice of
19 termination of the Employment Agreement, the Termination of Consulting Agreement and
20 General Release presented to MATT LONGO in late October 2019 attempted to terminate all
21 relationships between MATT LONGO and Defendants effective October 31, 2019 and requested
22 a release of claims by MATT LONGO against all Defendants for all claims, including wages and
23 compensation. That Termination of Consulting Agreement and General Release was not
24 executed. No cause was specified, so it is presumed that CAPTOR ACQUISITION CORP. was
25 terminating MATT LONGO's employment without cause, thereby triggering the severance
26 obligation.

27 66. CAPTOR CAPITAL CORP. personally guaranteed the obligations, including
28 payment obligation of the Employment Agreement by a written Guaranty. In addition, CAPTOR

1 CAPITAL CORP. through the written Parent Guaranty, promises to pay all costs, expenses and
2 fees, including attorneys' fees, in any way relating to the enforcement or protection of MATT
3 LONGO's rights under the Employment Agreement.

4 67. MATT LONGO performed all acts required of him under the Employment
5 Agreement or was excused from performance.

6 68. CAPTOR ACQUISITION CORP. breached the Employment Agreement by
7 failing to provide any compensation to Mr. Longo other than health insurance premiums, failing
8 to provide at least 90 days' notice to terminate the Employment Agreement without cause,
9 failing to pay his accrued vacation upon termination of employment, and failing to provide the
10 required severance.

11 69. CAPTOR ACQUISITION CORP. further breached the Employment Agreement
12 by failing to pay MATT LONGO's health insurance premiums commencing in August 2019,
13 thereby causing his health insurance to be cancelled for nonpayment.

14 70. CAPTOR CAPITAL CORP. did not honor its Guaranty and has not paid any of
15 the claims due to MATT LONGO despite demand for CAPTOR to perform.

16 71. As a result of CAPTOR ACQUISITION CORP. and CAPTOR CAPITAL
17 CORP.'s breaches of the Employment Agreement and corresponding Guaranty, MATT LONGO
18 has suffered damages in an amount to be proved at the time of trial, but believed to exceed
19 \$300,000.

20 72. MATT LONGO has incurred and will continue to incur attorneys' fees and costs
21 as a result of the breach by CAPTOR ACQUISITION CORP. and CAPTOR CAPITAL CORP.

22 **IV.**

23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES**

25 **(AGAINST CAPTOR ACQUISITION CORP. AND DOES 1-20)**

26 73. MATT LONGO realleges and incorporate herein by this reference the allegations
27 set forth in paragraph numbers 1-72 of this Complaint, as though fully set forth.
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1 74. MATT LONGO was an employee of CAPTOR ACQUISITION CORP. pursuant
2 to a written Employment Agreement.

3 75. Pursuant to that written Employment Agreement, MATT LONGO was to receive
4 a minimum salary of \$7,500 per month commencing in September 2018.

5 76. Labor Code section 204 requires all wages earned are due and payable twice
6 during each calendar month.

7 77. CAPTOR ACQUISITION CORP. failed to pay MATT LONGO's wages during
8 the term of his employment from September 2018 to October 2019. MATT LONGO has been
9 damaged by the amount of wages owed to him, to be proved at the time of trial, but believed to
10 exceed \$150,000, plus interest, penalties, attorneys' fees, expenses and costs of suit.

11 78. MATT LONGO has incurred and will continue to incur attorneys' fees in
12 prosecuting his wage claims and is entitled to reasonable attorneys' fees pursuant to Labor Code
13 section 218.5.

14 **V.**

15 **FIFTH CAUSE OF ACTION**

16 **WAITING TIME PENALTIES**

17 **(AGAINST CAPTOR ACQUISITION CORP. AND DOES 1-20)**

18 79. MATT LONGO realleges and incorporate herein by this reference the allegations
19 set forth in paragraph numbers 1-78 of this Complaint, as though fully set forth.

20 80. MATT LONGO was an employee of CAPTOR ACQUISITION CORP. pursuant
21 to a written Employment Agreement.

22 81. In late October 2019, CAPTOR ACQUISITION CORP. terminated MATT
23 LONGO's employment and intentionally failed to pay MATT LONGO all earned wages upon
24 the termination of employment, in violation of Labor Code sections 201 and 202, including but
25 not limited to minimum and regular wages owed and all accrued vacation time.

26 82. Demand has been made for the payment, but the final wages and vacation time
27 have not been paid and have continued for more than 30 days.

28

1 83. MATT LONGO is therefore entitled to the waiting time penalty imposed by
2 Labor Code section 203.

3 **VI.**

4 **SIXTH CAUSE OF ACTION**

5 **BREACH OF CONTRACT-MELLOW EXTRACTS PURCHASE**

6 **AGREEMENT**

7 **(AGAINST CAPTOR CAPITAL CORP., ICH CALIFORNIA**

8 **HOLDINGS LTD. AND DOES 1-20)**

9 84. MATT LONGO realleges and incorporate herein by this reference the allegations
10 set forth in paragraph numbers 1-83 of this Complaint, as though fully set forth.

11 85. On or about September 7, 2018, MATT LONGO entered into a written
12 Membership Interest Purchase Agreement with CAPTOR CAPITAL CORP. and ICH
13 CALIFORNIA HOLDINGS LTD. to sell all of his membership interest in Mellow Extracts LLC.

14 86. That Membership Interest Purchase Agreement contains an attorneys' fees clause,
15 awarding attorneys' fees and costs to the prevailing party.

16 87. The Membership Interest Purchase Agreement required CAPTOR CAPITAL
17 CORP. and ICH CALIFORNIA HOLDINGS LTD. to deposit the 3,750,000 shares in CAPTOR
18 CAPITAL CORP. into escrow within 5 days of execution of the Agreement and that escrow was
19 to release those shares upon closing.

20 88. CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD. failed to
21 timely deposit the shares, and in fact, it took months for them to issue the stock to MATT
22 LONGO.

23 89. Shortly after the 3,750,000 shares in CAPTOR CAPITAL CORP. were issued to
24 MATT LONGO, those shares were effected by a 20:1 reverse stock split, thus reducing the
25 number of shares issued to him.

26 90. MATT LONGO performed all acts required of him under the Membership
27 Interest Purchase Agreement or was excused from performance.

28

1 91. CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD.
2 breached the Membership Interest Purchase Agreement by failing to timely deposit and issue
3 MATT LONGO the 3,750,000 shares in CAPTOR CAPITAL CORP. and failing to issue the full
4 3,750,000 shares knowing that it would be immediately subject to a reverse stock split.

5 92. As a result of CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS
6 LTD.’s breaches, MATT LONGO has suffered damages to be proved at the time of trial, but
7 believed to exceed \$25,000.

8 93. MATT LONGO has incurred and will continue to incur attorneys’ fees as a result
9 of CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD.’s breaches, thus
10 entitling MATT LONGO to recovery of his attorneys’ fees pursuant to the terms of the
11 Membership Interest Purchase Agreement.

12 **VII.**

13 **SEVENTH CAUSE OF ACTION**

14 **BREACH OF ORAL CONTRACT**

15 **(AGAINST DEFENDANTS CAPTOR CAPITAL CORP., ICH**
16 **CALIFORNIA HOLDINGS LTD. AND DOES 1-20)**

17 94. MATT LONGO realleges and incorporate herein by this reference the allegations
18 set forth in paragraph numbers 1-93 of this Complaint, as though fully set forth.

19 95. CAPTOR CAPITAL CORP., through its subsidiary, ICH CALIFORNIA
20 HOLDINGS LTD., owned two different corporations that operated under the MedMen name:
21 The Source Santa Ana and Farmacy Collective.

22 96. MATT LONGO was the CEO of those two retail operations in Santa Ana and
23 West Hollywood and held the BCC license for both locations.

24 97. However, CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS
25 LTD. refused to compensate MATT LONGO for his services to the MedMen locations, despite
26 oral promises to compensate him for his services as CEO and license holder for both locations,
27 and as Directors and all officers of Farmacy Collective. CAPTOR CAPITAL CORP. and ICH
28 CALIFORNIA HOLDINGS LTD. repeatedly orally promised MATT LONGO that he would

1 receive a percentage of the \$31,255,353 sale of ICH CALIFORNIA HOLDINGS LTD. and that
2 he would receive a compensation package as part of the overall deal in exchange for MATT
3 LONGO’s services as CEO/President and Director of The Source Santa Ana and Farmacy
4 Collective.

5 98. MATT LONGO performed all acts required of him under the terms of the oral
6 agreement for services or was excused from performance.

7 99. CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS LTD.
8 breached the terms of the oral agreement by failing to pay MATT LONGO any portion of the
9 sales proceeds after the sale of The Source Santa Ana and Farmacy Collective was completed in
10 February 2019. In addition, CAPTOR CAPITAL CORP., and ICH CALIFORNIA HOLDINGS
11 LTD. further breached the terms of the oral agreement by failing to include a compensation
12 package for MATT LONGO as part of the terms of that sale.

13 100. As a result of CAPTOR CAPITAL CORP. and ICH CALIFORNIA HOLDINGS
14 LTD.’s breach of the oral agreement, MATT LONGO has been damaged in an amount to be
15 proven at the time of trial, but believed to exceed \$300,000.

16 **VIII.**

17 **EIGHTH CAUSE OF ACTION**

18 **BREACH OF ORAL CONTRACT**

19 **(AGAINST DEFENDANTS CAPTOR CAPITAL CORP., CAPTOR**

20 **ACQUISITION CORP., CHAI CANNABIS CO., INC.,**

21 **HIGHER LEVEL OF CARE AND DOES 1-20)**

22 101. MATT LONGO realleges and incorporate herein by this reference the allegations
23 set forth in paragraph numbers 1-100 of this Complaint, as though fully set forth.

24 102. After CAPTOR CAPITAL CORP. and CAPTOR ACQUISITION CORP.
25 acquired Mellow Extracts, LLC, in December 2018 and February 2019, respectively, when
26 CAPTOR ACQUISITION CORP. acquired Higher Level of Care and Chai Cannabis Co.,
27 CAPTOR CAPITAL CORP., CAPTOR ACQUISITION CORP., CHAI CANNABIS CO., INC.
28 AND HIGHER LEVEL OF CARE made an oral agreement with MATT LONGO for MATT

1 LONGO to remain the license holder for Mellow Extracts, LLC, Chai Cannabis Co. and Higher
2 Level of Care because the representatives from CAPTOR CAPITAL CORP. and CAPTOR
3 ACQUISITION CORP. did not want to come be fingerprinted in California, which is a
4 requirement to obtain a license from the BCC. The parties agreed to pay MATT LONGO a
5 reasonable fee for each month that he remained on each license. As a result of MATT LONGO's
6 services in keeping the license in good standing, Defendants have been able to operate legally,
7 earning revenue of \$1-2 million per month.

8 103. MATT LONGO performed all acts required of him under the terms of the oral
9 agreement as license holder, including keeping the licenses in good standing, or was excused
10 from performance.

11 104. CAPTOR CAPITAL CORP., CAPTOR ACQUISITION CORP., CHAI
12 CANNABIS CO., INC. AND HIGHER LEVEL OF CARE breached the oral agreement by
13 failing and refusing to pay MATT LONGO compensation for his role as license holder,
14 including using his name, reputation, good-standing in the cannabis community and banking
15 relationships. In fact, CAPTOR CAPITAL CORP. and CAPTOR ACQUISITION CORP. has
16 failed to pay MATT LONGO any compensation in breach of their agreement.

17 105. As a result of these breaches, MATT LONGO has suffered damages in an amount
18 to be proved at the time of trial, but believed to exceed \$450,000.

19 **IX.**

20 **NINTH CAUSE OF ACTION**

21 **BREACH OF ORAL CONTRACT**

22 **(AGAINST DEFENDANTS CAPTOR CAPITAL CORP., CAPTOR**
23 **ACQUISITION CORP. AND DOES 1-20)**

24 106. MATT LONGO realleges and incorporate herein by this reference the allegations
25 set forth in paragraph numbers 1-105 of this Complaint, as though fully set forth.

26 107. In February 2018, CAPTOR CAPITAL CORP. formed CAPTOR ACQUISITION
27 CORP. as a wholly owned subsidiary in Delaware. Thereafter, in registering CAPTOR
28 ACQUISITION CORP. in California in July 2018, CAPTOR CAPITAL CORP. and CAPTOR

1 ACQUISITION CORP. asked MATT LONGO to serve as Secretary of the Corporation in return
2 for monthly compensation for his Secretarial services. MATT LONGO orally agreed to provide
3 those services and was appointed as Secretary of the Corporation in July 2018. MATT LONGO
4 was reported to the Secretary of State as Secretary of CAPTOR ACQUISITION CORP. in
5 August 2018 through April 2020.

6 108. MATT LONGO performed all acts required of him under the terms of the oral
7 agreement or was excused from performance.

8 109. CAPTOR CAPITAL CORP. and CAPTOR ACQUISITION CORP. breached its
9 oral contract with MATT LONGO by failing and refusing to pay compensation for his role as
10 Secretary of CAPTOR ACQUISITION CORP.

11 110. As a result of Defendants' breaches, MATT LONGO has been damaged in an
12 amount to be proved at the time of trial, but believed to exceed \$15,000.

13 **X.**

14 **TENTH CAUSE OF ACTION**

15 **BREACH OF ORAL CONTRACT**

16 **(AGAINST DEFENDANTS CAPTOR CAPITAL CORP., CAPTOR**
17 **CASH MANAGEMENT, INC. AND DOES 1-20)**

18 111. MATT LONGO realleges and incorporate herein by this reference the allegations
19 set forth in paragraph numbers 1-110 of this Complaint, as though fully set forth.

20 112. In August 2018, CAPTOR CAPITAL CORP. formed CAPTOR CASH
21 MANAGEMENT, INC. as a wholly owned subsidiary in California. CAPTOR CAPITAL
22 CORP. and CAPTOR CASH MANAGEMENT, INC. asked MATT LONGO to serve as
23 Secretary and Director of the Corporation in return for monthly compensation for those services.
24 MATT LONGO orally agreed to provide those services and was appointed as Secretary and
25 Director of the Corporation in August 2018. MATT LONGO was reported to the Secretary of
26 State as Secretary and Director of CAPTOR CASH MANAGEMENT, INC. in August 2018 and
27 as recently as August 2019, his Secretary position was confirmed in the Statement of Information
28 filing.

1 113. MATT LONGO performed all acts required of him under the terms of the oral
2 agreement or was excused from performance.

3 114. CAPTOR CAPITAL CORP. and CAPTOR CASH MANAGEMENT, INC.
4 breached its oral contract with MATT LONGO by failing and refusing to pay compensation for
5 his role as Secretary and Director of CAPTOR CASH MANAGEMENT, INC.

6 115. As a result of Defendants' breaches, MATT LONGO has been damaged in an
7 amount to be proved at the time of trial, but believed to exceed \$15,000.

8 **XI.**

9 **ELEVENTH CAUSE OF ACTION**

10 **BREACH OF ORAL CONTRACT**

11 **(AGAINST DEFENDANTS CAPTOR CAPITAL CORP., CHAI**
12 **CANNABIS CO., INC., AND DOES 1-20)**

13 116. MATT LONGO realleges and incorporate herein by this reference the allegations
14 set forth in paragraph numbers 1-115 of this Complaint, as though fully set forth.

15 117. In March 2018, CAPTOR CAPITAL CORP. formed Chai Cannabis Co, Inc. as a
16 wholly owned subsidiary in California. In April 2019, CAPTOR CAPITAL CORP. and CHAI
17 CANNABIS CO, INC. asked MATT LONGO to serve as Secretary and Director of the
18 Corporation in return for monthly compensation for those services. MATT LONGO orally
19 agreed to provide those services and was appointed as Secretary and Director of the Corporation
20 in April 2019. MATT LONGO was reported to the Secretary of State as Secretary and Director
21 of Chai Cannabis Co, Inc. from April 2019 through April 2020.

22 118. MATT LONGO performed all acts required of him under the terms of the oral
23 agreement or was excused from performance.

24 119. CAPTOR CAPITAL CORP. and CHAI CANNABIS CO, INC. breached its oral
25 contract with MATT LONGO by failing and refusing to pay compensation for his role as
26 Secretary and Director of Chai Cannabis Co, Inc.

27 120. As a result of Defendants' breaches, MATT LONGO has been damaged in an
28 amount to be proved at the time of trial, but believed to exceed \$10,000.

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XII.
TWELFTH CAUSE OF ACTION
BREACH OF ORAL CONTRACT
(AGAINST DEFENDANTS CAPTOR CAPITAL CORP., HIGHER
LEVEL OF CARE AND DOES 1-20)

121. MATT LONGO realleges and incorporate herein by this reference the allegations set forth in paragraph numbers 1-120 of this Complaint, as though fully set forth.

122. On or about December 2018, CAPTOR CAPITAL CORP. acquired HIGHER LEVEL OF CARE, a California Mutual Benefit Non-profit corporation, as a wholly owned subsidiary. At that time, CAPTOR CAPITAL CORP. and HIGHER LEVEL OF CARE asked MATT LONGO to serve as Secretary, Director and license holder of the Corporation in return for monthly compensation for those services. MATT LONGO orally agreed to provide those services and was appointed as Secretary and Director of the Corporation in January 2019. MATT LONGO was reported to the Secretary of State as Secretary and Director of HIGHER LEVEL OF CARE in January 2019 through April 2020. He was just notified that he had been removed as Secretary and Director in June 2020.

123. MATT LONGO performed all acts required of him under the terms of the oral agreement or was excused from performance.

124. CAPTOR CAPITAL CORP. and HIGHER LEVEL OF CARE breached its oral contract with MATT LONGO by failing and refusing to pay compensation for his role as Secretary, Director and license holder of Higher Level of Care.

125. As a result of Defendants' breaches, MATT LONGO has been damaged in an amount to be proved at the time of trial, but believed to exceed \$10,000.

PRAYER

WHEREFORE, Plaintiff MATT LONGO prays for judgment against Defendants and each of them as follows:

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1 **As to the First Cause of Action:**

- 2 1. For compensatory damages in a sum according to proof at trial, but believed to exceed
3 \$1,000,000.
4 2. For special damages, if any, according to proof.
5 3. For punitive damages

6 **As to the Second Cause of Action:**

- 7 1. For compensatory damages in a sum according to proof at trial, but believed to exceed
8 \$750,000.
9 2. For special damages, if any, according to proof.
10 3. For punitive damages.

11 **As to the Third Cause of Action:**

- 12 1. For compensatory damages in a sum according to proof at trial, but believed to exceed
13 \$300,000.
14 2. For attorneys' fees.

15 **As to the Fourth Cause of Action:**

- 16 1. For compensatory damages pursuant to Labor Code sections 200, 201, and 204.
17 2. For pre-judgment interest pursuant to Labor Code section 218.6 and Civil Code section
18 3287(b) and 3289.
19 3. For an award of reasonable attorneys' fees and costs pursuant to Labor Code section
20 218.5.

21 **As to Fifth Cause of Action:**

- 22 1. For compensatory damages pursuant to Labor Code section 203.

23 **As to the Sixth Cause of Action:**

- 24 1. For compensatory damages in a sum according to proof at trial, but believed to exceed
25 \$25,000.
26 2. For attorneys' fees.

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1 **As to the Seventh Cause of Action:**

- 2 1. For compensatory damages in a sum according to proof at trial, but believed to exceed
3 \$300,000.

4 **As to the Eighth Cause of Action:**

- 5 1. For compensatory damages in a sum according to proof at trial, but believed to exceed
6 \$450,000.

7 **As to the Ninth Cause of Action:**

- 8 1. For compensatory damages in a sum according to proof at trial, but believed to exceed
9 \$15,000.

10 **As to the Tenth Cause of Action:**

- 11 1. For compensatory damages in a sum according to proof at trial, but believed to exceed
12 \$15,000.

13 **As to the Eleventh Cause of Action:**

- 14 For compensatory damages in a sum according to proof at trial, but believed to exceed
15 \$10,000.

16 **As to the Twelfth Cause of Action:**

- 17 1. For compensatory damages in a sum according to proof at trial, but believed to exceed
18 \$10,000.

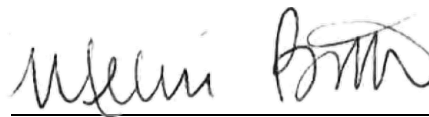
19 **As to All Causes of Action:**

- 20 1. For the costs of the suit incurred.
21 2. For such further and other relief as the Court deems appropriate.
22

23 Dated: July 1, 2020

Branfman Mayfield Bustarde Reichenthal LLP

24
25 By:



26 Melissa L. Bustarde, Esq.
27 Attorneys for Plaintiff Matt Longo
28