

1. Plaintiffs Abdelhamid Ajak and Feras Ajak (“Plaintiffs” or “the Ajaks”) are individuals residing in Texas and owners of multiple retail smoke shop businesses operating in the Dallas Fort Worth area.
2. Plaintiff Skyrise Forney LLC, is a Texas Limited Liability Company whose principle place of business is located at 426 Farm to Market 548, Unit# 108, Forney, Tx 75126.

3. Defendant Delta Munchies LLC d/b/a Munchies! (“Defendant” or “Munchies”) is a foreign limited liability company that manufactures, markets, distributes, and sells consumable hemp products nationwide, including in Texas. Defendant Munchies may be served through its registered agent or wherever it may be found.

### **III. JURISDICTION AND VENUE**

4. The Court has subject-matter jurisdiction because Plaintiffs seek monetary relief well within the jurisdictional limits of this Court.

5. The Court has personal jurisdiction over Defendant because Defendant purposefully availed itself of the Texas market by marketing, shipping, and selling the products at issue into Texas.

6. Venue is proper under Tex. Civ. Prac. & Rem. Code § 15.002 because a substantial part of the events giving rise to Plaintiffs’ claims occurred in this county and because Plaintiffs suffered damages here.

### **IV. CONDITIONS PRECEDENT**

7. Plaintiffs provided Defendant with written notice of their DTPA claims more than 60 days before filing suit, as required by Tex. Bus. & Com. Code § 17.505. Defendant failed to adequately cure. All conditions precedent have been satisfied or waived.

### **V. FACTUAL BACKGROUND**

8. Plaintiffs own and operate multiple smoke shops in North Texas. They lawfully sell hemp-derived products and rely on manufacturers’ representations regarding legality and chemical composition.

9. Defendant markets a product known as the “2g Lil Ripper Liquid Diamond THCA Vape” (the “Lil Ripper Vape”).

10. Defendant expressly represented, through its labeling, marketing materials, website, and certificates of analysis, that the Lil Ripper Vape was a “Farm Bill compliant” hemp product; that it contained less than 0.3% delta-9 tetrahydrocannabinol (“Δ9-THC”); that it was safe and certified for lawful retail sale; that it consisted of THCA “liquid diamonds”; and that it was lawful to sell in the State of Texas.

11. Defendant further invited retailers to “view the labs,” representing that certificates of analysis confirmed legality and compliance.

12. Plaintiffs purchased Lil Ripper Vapes in reliance on these representations and resold them in their Texas stores.

13. Plaintiffs will identify by supplemental pleading and/or discovery the approximate date ranges of purchase, quantities, and purchase documentation (including invoices and shipment records) for the Lil Ripper Vapes at issue.

14. In January 2025, law enforcement conducted undercover purchases of Lil Ripper Vapes from Plaintiffs’ stores, tested the products, and alleged they contained illegal levels of delta-9 THC.

15. Based on those allegations, law enforcement officers executed coordinated raids on Plaintiffs’ businesses and private residences, seized inventory, cash, equipment, vehicles,

electronics, firearms, and other personal property, seized or froze approximately \$4.8 million in Plaintiffs' personal and business funds, and arrested both Plaintiffs.

16. Plaintiffs were charged with first-degree felony Manufacture and Delivery of a Controlled Substance, exposing them to possible life sentences, along with threatened money-laundering charges.

17. Independent testing conducted by ISO/IEC 17025-compliant laboratories revealed that Lil Ripper Vapes purchased directly from Defendant contained delta-9 tetrahydrocannabinol ("Δ9-THC") far in excess of the federally permitted 0.3% limit, contained substantial quantities of hexahydrocannabinol ("HHC") and other THC isomers not disclosed on the product labeling, and failed to contain the advertised THCA levels, with at least one tested unit containing 0.000% THCA.

18. These results directly contradicted Defendant's advertising, labeling, and compliance claims.

19. Plaintiffs had no role in the formulation, manufacturing, or labeling of Defendant's products and reasonably relied on Defendant's representations.

20. Defendant's misrepresentations were a producing and proximate cause of (a) direct commercial harm to Plaintiffs from receiving and stocking nonconforming goods and (b) enforcement-triggered harm, including arrests, asset seizures, business shutdowns, reputational destruction, and massive economic loss.

21. The documents and materials supporting these allegations include (among other items) product labels/packaging, Defendant's marketing materials and website representations, certificates of analysis, independent laboratory results, and law-enforcement seizure and freeze documentation, which Plaintiffs will produce and/or reference as appropriate.

## **VI. DTPA CLAIMS**

(Tex. Bus. & Com. Code §§ 17.41–17.63)

22. The DTPA is to be liberally construed and applied to protect consumers against false, misleading, and deceptive business practices, unconscionable actions, and breaches of warranty.

Tex. Bus. & Com. Code § 17.44

### **A. Consumer Status**

23. Plaintiffs are “consumers” within the meaning of the Texas Deceptive Trade Practices Act because they sought and acquired goods by purchase for use in their retail businesses.

24. Plaintiffs are not excluded from DTPA protection under any statutory exemption, including the business-consumer or large-business exclusions, and are not owned or controlled by an entity with assets of \$25 million or more.

25. Plaintiffs’ claims arise directly from Defendant’s deceptive acts and representations in connection with the sale of those goods.

### **B. False, Misleading, and Deceptive Acts (Tex. Bus. & Com. Code § 17.46(b))**

26. The DTPA prohibits false, misleading, or deceptive acts or practices, including representing that goods have characteristics or ingredients they do not have and representing that goods are of a particular standard or quality when they are of another. Barnett v. Coppell N. Tex. Court, Ltd., 123 S.W.3d 804

27. Defendant violated Tex. Bus. & Com. Code § 17.46(b), including but not limited to, by: (a) representing that the Lil Ripper Vape had characteristics, ingredients, uses, or benefits it did not have; and (b) representing that the Lil Ripper Vape was of a particular standard, quality, or grade when it was of another.

28. Defendant further violated Tex. Bus. & Com. Code § 17.46(b) by advertising goods with intent not to sell them as advertised and by failing to disclose known information to induce Plaintiffs into transactions they otherwise would not have entered.

29. The specific representations at issue include Defendant's representations that the Lil Ripper Vape was farm bill compliant contained less than 0.3% 9-THC, consisted of THCA liquid diamonds was safe and certified, and was lawful to sell in Texas, made through labeling, marketing materials, website representations, and certificates of analysis.

30. Plaintiffs will identify by supplemental pleading and/or discovery the specific communications and channels by which these representations were conveyed (including the particular labels, certificates of analysis, and marketing/website pages Plaintiffs reviewed in connection with their purchases).

**C. Breach of Warranty (Tex. Bus. & Com. Code § 17.50(a)(2))**

31. The DTPA prohibits the breach of an express or implied warranty but does not create warranties; warranties actionable under the DTPA must be recognized by common law or created by statute. Parkway Co. v. Woodruff, 901 S.W.2d 434.

32. Express warranties are created by an affirmation of fact or promise relating to the goods that becomes part of the basis of the bargain, and it is not necessary that the seller use formal words such as “warrant” or “guarantee.” Tex. Bus. & Com. Code § 2.313.

33. Defendant made express warranties to Plaintiffs concerning the Lil Ripper Vape, including that the product was lawful hemp, Farm Bill compliant, contained less than 0.3% 9-THC, consisted of THCA liquid diamonds, and was safe and certified for retail sale in Texas.

34. These warranties were made through Defendant's labeling, marketing materials, website representations, certificates of analysis, and course of dealing, and were material to Plaintiffs' decision to purchase and stock the product for retail sale.

35. Independent testing conducted by ISO/IEC 17025-compliant laboratories revealed results that contradicted those representations, including 9-THC far in excess of the federally permitted 0.3% limit, undisclosed HHC and other THC isomers, and failure to contain advertised THCA levels.

36. Defendant breached the implied warranty of merchantability by selling products that were not fit for the ordinary purposes for which such goods are used and were not lawfully saleable in Texas, as alleged.

37. Defendant further breached any applicable implied warranty of fitness for a particular purpose, as Defendant knew Plaintiffs intended to resell the product as a lawful hemp product and Plaintiffs relied on Defendant's skill and judgment in selecting and supplying compliant goods.

38. Defendant's breaches of express and implied warranties were a producing and proximate cause of Plaintiffs' damages, including seizures, arrests, loss of business, loss of goodwill, criminal-defense and forfeiture-defense costs, and other economic and noneconomic harms.

**D. Unconscionable Course of Action**

39. Defendant engaged in an unconscionable course of action within the meaning of the Texas Deceptive Trade Practices Act by taking advantage of Plaintiffs' lack of knowledge, ability, experience, or capacity to independently verify the true chemical composition and legal status of Defendant's products.

40. Defendant knowingly marketed and distributed products as compliant hemp while selling products that exceeded lawful delta-9 THC limits, contained undisclosed THC isomers, and failed to conform to advertised THCA content.

41. Defendant's conduct resulted in a gross disparity between the value of what Plaintiffs were promised—lawful, compliant hemp products—and what they received—products that exposed Plaintiffs to catastrophic criminal liability, asset forfeiture, business shutdowns, and reputational ruin.

42. Defendant's unconscionable conduct was a producing cause of Plaintiffs' damages.

**E. Producing Cause**

43. Defendant's false, misleading, and deceptive acts, breaches of warranty, unconscionable conduct, and misrepresentations were a producing cause of Plaintiffs' damages within the meaning of the Texas Deceptive Trade Practices Act. Defendant's conduct was an efficient,

exciting, and contributing cause that, in a natural sequence, produced Plaintiffs' injuries and damages, and without which those damages would not have occurred.

44. Plaintiffs' damages were a foreseeable result of Defendant's conduct, including the sale and distribution of mislabeled and unlawful products into Texas commerce.

**F. Knowing and Intentional Conduct**

45. Defendant acted knowingly, and in many respects intentionally, entitling Plaintiffs to treble damages, mental-anguish damages, and attorneys' fees under § 17.50(b).

**VII. ADDITIONAL CAUSES OF ACTION**

**A. Fraud and Fraudulent Inducement**

46. Defendant knowingly and intentionally made material misrepresentations and omissions concerning the legality, safety, and chemical composition of the Lil Ripper Vape, including representations that the product was Farm Bill compliant, contained less than 0.3% delta-9 THC, consisted of THCA liquid diamonds, and was lawful to sell in Texas.

47. Defendant knew these representations were false or made them recklessly without knowledge of their truth. Defendant made these representations with the intent that Plaintiffs rely upon them in purchasing and reselling the product.

48. Plaintiffs justifiably relied on Defendant's representations, and such reliance was a producing and proximate cause of Plaintiffs' damages, including arrests, seizures, business shutdowns, reputational harm, and substantial economic losses.

**B. Negligent Misrepresentation**

49. In the course of its business, Defendant supplied false information to Plaintiffs regarding the legality, composition, and compliance of the Lil Ripper Vape for the guidance of Plaintiffs in their commercial transactions.

50. Defendant failed to exercise reasonable care or competence in obtaining or communicating this information, including failing to ensure accurate testing, labeling, and disclosure of cannabinoid content. Plaintiffs reasonably relied on this information, and Defendant's negligent misrepresentations proximately caused Plaintiffs' foreseeable injuries and damages.

**C. Products Liability / Strict Liability**

51. Defendant designed, manufactured, marketed, and distributed the Lil Ripper Vape in a defective and unreasonably dangerous condition. The product was defectively marketed and mislabeled, including by failing to provide adequate warnings regarding its true chemical composition and legal status, and by affirmatively misrepresenting compliance and safety. The product reached Plaintiffs without substantial change from the condition in which it was sold.

52. The defective condition was a producing cause of Plaintiffs' injuries and damages, including criminal exposure, seizures, business interruption, and financial loss.

**D. Negligence and Gross Negligence**

53. Defendant owed Plaintiffs a duty to exercise reasonable care in the formulation, testing, quality control, labeling, marketing, and distribution of its products.

54. Defendant breached these duties by, among other things, failing to conduct adequate and accurate testing, failing to disclose material cannabinoid content, and marketing the product as lawful despite foreseeable noncompliance.

55. Defendant's conduct constituted negligence and, alternatively, gross negligence because Defendant acted with conscious indifference to the rights, safety, and welfare of Texas retailers and the known risk of severe criminal consequences. Defendant's breaches proximately caused Plaintiffs' damages.

**E. Exemplary Damages (Gross Negligence)**

56. Defendant's conduct constituted gross negligence as defined by Tex. Civ. Prac. & Rem. Code § 41.001(11). Viewed objectively from Defendant's standpoint at the time of the conduct, Defendant's acts and omissions involved an extreme degree of risk, considering the probability and magnitude of potential harm to Texas retailers, including the foreseeable risk of criminal prosecution, asset forfeiture, business closure, and imprisonment.

57. Defendant had actual, subjective awareness of this extreme risk, including the risk that products exceeding lawful delta-9 THC limits would expose downstream retailers to felony-level criminal liability, yet Defendant proceeded with conscious indifference to the rights, safety, and welfare of Plaintiffs and other Texas consumers.

58. Defendant's grossly negligent conduct was a proximate cause of Plaintiffs' injuries and damages. Plaintiffs therefore seek exemplary damages pursuant to Tex. Civ. Prac. & Rem. Code §§ 41.003 and 41.008 to punish Defendant and deter similar misconduct, in an amount to be determined by the jury, subject to statutory limitations.

**F. Indemnity and Contribution**

59. Defendant is responsible for indemnifying and contributing to Plaintiffs for all damages arising out of Defendant's product and conduct, including but not limited to criminal-defense and forfeiture-defense costs, seized assets, lost profits, business interruption, reputational harm, and attorneys' fees. Plaintiffs' alleged exposure and damages arise solely from Defendant's formulation, labeling, marketing, and distribution of a noncompliant product over which Plaintiffs had no control.

### **VIII. DAMAGES**

60. Plaintiffs seek recovery of all damages and relief available at law or in equity, including:

- a) Actual and consequential damages;
- b) Seized inventory and property;
- c) Seized and frozen funds;
- d) Criminal-defense and forfeiture-defense costs;
- e) Lost profits and business value;
- f) Reputational harm;
- g) Mental anguish;
- h) Treble damages under the DTPA;
- i) Attorneys' fees and costs; and
- j) Pre- and post-judgment interest.

### **IX. REQUEST FOR DISCLOSURE**

61. Defendant is requested to disclose information and material under Rule 194.

### **X. JURY DEMAND**

62. Plaintiffs demand a jury trial and tender the appropriate fee.

## **XI. PRAYER**

WHEREFORE, Plaintiffs respectfully request that Defendant be cited to appear and that Plaintiffs recover judgment for all damages, treble damages, attorneys' fees, costs, interest, and all other relief to which they are justly entitled.

Respectfully submitted,

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# EXHIBIT A





### **2g Oil Tank**

Most disposables tap out early. Lil Ripper keeps going and going.

### **25%+ THC-A Potency**

Fast effects, longer-lasting highs, and a buzz that hits like it has something to prove.

### **Sleek and Compact**

Small enough to fit in your pocket. Powerful enough to steal the show.

### **Indicator Light**

Know when it's on. Know when it's done. The indicator gives you instant status.

### **USB-C Rechargeable**

Dead battery? Never heard of her. Lil Ripper keeps up your day (and night).







## Love these

"My buddy and I smoke together a good amount, but he always had to be real careful with the pens I got so he didn't green out. The Lil Rippers have great taste (I've tried watermelon, Fuego, and Shortcake) and a great high for both new and experienced users."

-Fijo



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☆☆☆☆☆ 133 Reviews

### 2G LIL RIPPER LIQUID DIAMOND THCA VAPE

Meet our MUNCHIES! Lil Ripper THCA Liquid Diamonds Vape Pens. Your 2g, rechargeable ticket to a rich, flavorful vaping adventure. Infused with vibrant terpenes, this 2g liquid diamond pen offers a true-to-cannabis experience with 25%+ THCA potency.

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Smooth and flavorful. A clean head rush builds behind the eyes with a mild body glow. Stress drops.

Euphoria unlocked. Mentally buoyant and physically loose, like your thoughts just got a little cozier. The world slows down in the best way.

You're launched. This is a true couch-lock haze with strong full-body sedation, deep relaxation, and time distortion. Effects linger for hours.

WHAT'S INSIDE?

Tiny but mighty. This pocket-sized 2g liquid diamond powerhouse is here to propel you to new highs. With premium oil, clean design, and serious potency, it hits smooth, lasts long, and fits anywhere. No fluff, just fire.



#### 25%+ THOA Potenoy

With over 25% THOA, the MUNCHIES! Lil Ripper doesn't just get you high, it launches you into space.



#### 2g Oil Tank

Twice the oil means twice the sessions without sacrificing flavor or strength. Whether you're ripping all day or pacing it out, the Lil Ripper keeps up.



#### Sleek, Compact Design

Fits in your pocket and hits above its weight. It's low-key by design, easy to carry, and easier to share. All substance, zero baggage.



#### USB-C Rechargeable

No random cords or outdated plugs here. USB-C means lightning-fast charging with the cable you already use, so you're always ready to rip, even on the go.



#### Built-In Indicator Light

The LED lets you know when it's on, when it's dead, and when it's done because nobody's got time for guesswork mid-sesh.



#### No Junk, Just Gas

Our THCA Diamonds Vape Pen contains zero MCT oil, VG, PG, Vitamin E, or any other sketchy outting agents. Just pure, potent oil, the way it should be. Pure in content, filthy in impact.



Hybrid

Relax

Strong

### Tropioal Splash - 2g Lil Ripper THCP Smacked Vape

★★★★★90 reviews

**\$34.99 USD**

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Indica

Strong

Sweet Dreams

### Strawberry Kush Pop - 2g Lil Ripper THCP Smacked Vape

★★★★★90 reviews

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Hybrid

Relax

### Peachy Dreams - 2g Lil Ripper THCP Vape

★★★★★90 reviews

**\$34.99 USD**

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## FAQS

### What's In Your THCA Diamonds Vape Pen?



Our THCA diamond vapes contain crystallized [THCA](#) that's been suspended in high-potency oil. They're smooth-hitting, ultra-powerful, and are rich in terpenes, offering a pretty perfect cannabis experience, all without the MCT oil, PG, VG, Vitamin E, or other additives found in typical pens.

### How Long Does The 2g Liquid Diamond Cart Last?



### What Makes The MUNCHIES! Lil Ripper Different From Other Vapes?



### Can I Fly With This Vape Pen?



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This Product Is Not Available For Shipment To The Following States: Arkansas, Hawaii, Idaho, Kansas, Louisiana, Oklahoma, Oregon, Rhode Island, Utah, Vermont

All Products Contain Less Than 0.3% Hemp-Derived Delta 8 THC In Compliance With The 2018 Farm Bill