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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

04/26/2018 at 05:35:00 PM
Clerk of the Superior Court
By Veronica Navarro, Deputy Clerk

6 Attorneys for Defendants/Cross-Complainants,
LAKE RICKOLT d/b/a Sol LUNA EXPEDITIONS,
7 LAKE RICKOLT d/b/a SAN DIEGO MARINE SERVICES,
GEMMA RICKOLT, an individual
8

9
10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF SAN DIEGO

12 BRAD MCLAUGHLIN, an individual; and)
BUDTRADER.COM, a sole proprietorship,)

13 Plaintiffs,)

14 vs.)

15 SOL LUNA EXPEDITIONS, LLC, a)
California Corporation; SAN DIEGO)
16 MARINE SERVICES, a California)
Corporation; LAKE RICKOLT, an)
17 individual, and DOES 1 through 20, inclusive,)

18 Defendants.)

CASE NO. 37-2018-00002850-CU-BC-NC

**DEFENDANTS/CROSS-
COMPLAINANTS SOL LUNA
EXPEDITIONS, LLC; SAN DIEGO
MARINE SERVICES AND LAKE
RICKOLT'S CROSS-COMPLAINT
REGARDING**

1. **VIOLATIONS OF BUSINESS &
PROFESSIONS CODE § 17200,
ET SEQ.**
2. **FRAUD**
3. **MISREPRESENTATION**
4. **DEFAMATION**
5. **CIVIL CONSPIRACY**
6. **INTENTIONAL INFLICTION
OF EMOTIONAL DISTRESS**
7. **NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS**

Complaint Filed: January 19, 2018

23 LAKE RICKOLT, an individual; LAKE)
24 RICKOLT d/b/a SOL LUNA)
EXPEDITIONS, a sole proprietorship; LAKE)
25 RICKOLT d/b/a SAN DIEGO MARINE)
SERVICES, a sole proprietorship; and)
26 GEMMA RICKOLT, an individual,)

27 Cross-complainants,)
28)

1 vs.)
2)
3 BRAD MCLAUGHLIN, an individual;)
4 BRAD MCLAUGHLIN d/b/a)
5 BUDTRADER.COM, a sole proprietorship;)
6 PAUL VARA, an individual; and ROES 1)
7 through 50, inclusive,)
8)
9 Cross-defendants.)
10)
11)
12)

13 Cross-complainants, LAKE RICKOLT, LAKE RICKOLT d/b/a SOL LUNA
14 EXPEDITIONS, a sole proprietorship, LAKE RICKOLT d/b/a SAN DIEGO MARINE
15 SERVICES, a sole proprietorship, and GEMMA RICKOLT, an individual (“CROSS
16 COMPLAINANTS”) allege as follows on knowledge as to themselves, and on information and
17 belief as to all other matters:

18 **PARTIES**

19 1. CROSS COMPLAINANTS, LAKE RICKOLT and GEMMA RICKOLT are
20 husband and wife and at all times relevant hereto, were and are residents of the City of San
21 Diego, State of California. LAKE RICKOLT is a U.S.C.G. registered and licensed boat captain
22 who, among other seafaring activities, runs boat charters in and around the San Diego Bay and
23 California’s coastal waterways. GEMMA RICKOLT is the wife of Captain LAKE RICKOLT
24 and assists Captain RICKOLT, from time to time, with arrangements said charters.

25 2. CROSS DEFENDANT, BRAD MCLAUGHLIN, is an individual over the age of
26 18 who, upon information and belief, resides in the County of Los Angeles, State of California.
27 Upon further information and belief, MCLAUGHLIN is the owner of an internet marijuana
28 trading company known as BUDTRADER.COM.

3. CROSS DEFENDANT, BUDTRADER.COM is an internet or online marijuana
market place used for buying and selling marijuana and/or marijuana/THC infused edible
products. Upon information and belief, BUDTRADER.COM is owned and operated by CROSS
DEFENDANT, BRAD MCLAUGHLIN.

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1 10. CROSS COMPLAINANT GEMMA RICKOLT asked CROSS DEFENDANT
2 BRAD MCLAUGHLIN about food and drink requirements for the charter yacht and
3 MCLAUGHLIN responded he did not want to provide beer/wine on charter yacht as he just
4 wanted to hold quick investor meetings and not encourage people to “hang out” on the charter
5 yacht.

6 11. On or about, July 17, 2018, CROSS DEFENDANTS purportedly signed a
7 contract with CROSS COMPLAINANT LAKE RICKOLT d/b/a SOL LUNA EXPEDITIONS
8 and SAN DIEGO MARINE SERVICES to charter a 120’ yacht named LIQUIDITY which
9 would be docked at Fifth Avenue Landing for three days during the 2017 Comic Con event.

10 12. The terms of the charter agreement were three days (July 20, 2017 to July 22,
11 2017) from 12:00 p.m. to 12:00 a.m. at Fifth Avenue Landing with the understanding that from
12 12:00 p.m. to 2:00 p.m. was for BUDTRADER.COM staff to set up; 2:00 p.m. to 5:00 p.m. was
13 for BUDTRADER.COM investor meetings; 5:00 p.m. to 10:00 p.m. was for socials of up to 40
14 guests max; and 10:00 p.m. to 12:00 a.m. music was to be turned off but people could remain on
15 the yacht. (A copy of the agreement is attached hereto as Exhibit A.)

16 13. On or about July 19, 2017, MCLAUGHLIN informed CROSS
17 COMPLAINANTS that they had hired a DJ for the yacht and that they would be bringing their
18 own beer. MCLAUGHLIN was informed by Captain RICKOLT that keg and bottled beer was
19 prohibited and that only canned beer was permissible and that any other drinks would have to be
20 in plastic glasses.

21 14. Thereafter, GEMMA RICKOLT informed MCLAUGHLIN that if there was to be
22 alcohol on the yacht, there would need to be food as well. MCLAUGHLIN agreed and at this
23 point reiterated that the main purpose of the charter was not a party, but was to meet with
24 investors.

25 15. On or about July 20, 2018, CROSS COMPLAINANTS asked MCLAUGHLIN
26 what his Comic Con booth name was under as the name BUDTRADER.COM could not be
27 found in the Comic Con program. MCLAUGHLIN then admitted that that he did not actually
28 rent a booth at Comic Con 2017 as the Comic Con organization did not want to have a marijuana

1 company at the event. This was the first time in all interactions between CROSS
2 COMPLAINANTS and CROSS DEFENDANTS that CROSS COMPLAINANTS became aware
3 that BUDTRADER.COM was not directly involved in the Comic Con event.

4 16. On July 20, 2017, CROSS COMPLAINANTS delivered the yacht LIQUIDITY to
5 Fifth Avenue Landing to the slip rented by CROSS DEFENDANTS.

6 17. CROSS DEFENDANTS, along with approximately thirty (30) other unidentified
7 individuals boarded the yacht and brought a keg of beer on the yacht despite being told that kegs
8 were specifically prohibited.

9 18. On July 20, 2017, GEMMA RICKOLT boarded the yacht at approximately 4:38
10 p.m. Upon meeting MCLAUGHLIN for the first time GEMMA RICKOLT was concerned that
11 MCLAUGHLIN was intoxicated as he seemed overly sweaty, he struggled to make eye contact
12 and seemed on edge.

13 19. At this point GEMMA RICKOLT noticed there was marijuana all over the galley
14 table, as well as, THC infused edibles and marijuana cookies strewn throughout the yacht, all in
15 violation of federal and state law regarding including state open container laws regarding
16 marijuana on vessels.

17 20. As GEMMA RICKOLT walked into the galley CROSS DEFENDANT PAUL
18 VARA aggressively confronted her and forcefully said “who the fuck are you?!” His aggressive
19 tone and close proximity to her person was intimidating and caused serious personal injury to
20 RICKOLT.

21 21. CROSS COMPLAINANTS and their guests proceeded to smoke and ingest
22 marijuana and THC infused edibles, despite being told marijuana was prohibited on the yacht.
23 MCLAUGHLIN encouraged others to smoke marijuana on the yacht despite have agreed with
24 CROSS COMPLAINANTS that marijuana was prohibited on the yacht.

25 22. At or around 6:00 p.m. on July 20, 2017, San Diego Harbor Police were called by
26 the marina security. The Harbor Police approached the yacht and asked Captain RICKOLT and
27 MCLAUGHLIN to tell CROSS DEFENDANTS and CROSS DEFENDANTS’ guests to stop all
28 marijuana smoking because the marijuana smoke and scent was seen and smelled on the

1 boardwalk adjacent to Fifth Avenue Landing where children were present and to stop passing out
2 free marijuana joints.

3 23. Moreover, CROSS DEFENDANTS were indiscreetly giving out free marijuana
4 joints to the public and passersby and also pulling people off the boardwalk and bringing them
5 onto the yacht to smoke marijuana and ingest THC edibles all in violation of state and federal
6 laws against marijuana use on a vessel.

7 24. At or around 7:00 p.m. an identified associate of CROSS DEFENDANTS was
8 extremely intoxicated and started to throw others identified guests' shoes into the water. This
9 unidentified individual, upon information and belief, was a radio host from Los Angeles who had
10 conducted an interview with MCLAUGHLIN.

11 25. CROSS DEFENDANTS' officer, agent or employee aggressively pushed this
12 individual up against the Fifth Avenue Marina gate. Thereafter, CROSS DEFENDANT PAUL
13 VARA ran off the yacht and aggressively grabbed the unidentified radio host by the throat and
14 started choking him. VARA then threw the radio host's hat in the water while shouting
15 obscenities for everyone to hear on the dock and on the adjacent boardwalk. Thereafter, another
16 one of CROSS DEFENDANT'S officers, agents or employees grabbed the radio hosts hat out of
17 the water and threw it farther into the harbor.

18 26. The first unidentified officer, agent or employee of CROSS DEFENDANTS then
19 told CROSS COMPLAINANTS that they had been wanting to "jack somebody up all day" while
20 the second unidentified officer, agent or employee of CROSS DEFENDANTS said he was upset
21 that he did not get a chance to partake in the physical abuse of the radio host.

22 27. Thereafter, San Diego Harbor Police returned to Fifth Avenue Landing after the
23 unidentified radio host was assaulted by CROSS DEFENDANT VARA and warned CROSS
24 DEFENDANTS to tone down their conduct.

25 28. Thereafter, CROSS DEFENDANT VARA became aggressive with a guest from
26 another boat in the marina who asked if VARA had a key to let him out of the marina. With no
27 provocation at all, VARA became extremely aggressive and grabbed the guest by the throat and
28 started choking him while pinning the guest up against the marina gate.

1 29. CROSS DEFENDANT VARA was also witnessed making abusive comments to
2 the female yacht bartender which resulted in the female bartender crying and seeking medical
3 attention as a result of VARA’s abusive behavior.

4 30. CROSS DEFENDANT VARA was also witnessed yelling “fuck you assholes” to
5 people on the boat docked next to LIQUIDITY for no reason at all.

6 31. At approximately 7:30 p.m. on July 20, 2017, the Dock Master returned to the
7 marina and witnessed CROSS DEFENDANTS engaged in a full-on party on the LIQUIDITY
8 with loud music from an onboard DJ, girls dancing on the boat deck and an overwhelming smell
9 of marijuana throughout the vicinity of the LIQUIDITY.

10 32. That evening the dock master told Captain RICKOLT that the vessel LIQUIDITY
11 must be removed from the Fifth Avenue Landing and that he was terminating CROSS
12 DEFENDANTS’ slip lease.

13 33. Captain RICKOLT worked with the dock master and MCLAUGHLIN to come to
14 an arrangement to keep LIQUIDITY on the dock. MCLAUGHLIN verbally agreed that if the
15 dock master allowed the LIQUIDITY to stay at the marina, a.) there would be no alcohol on the
16 yacht; b.) there would be no drugs of any kind on the yacht; and c.) only investor meetings were
17 to be held on the yacht, absolutely no parties. MCLAUGHLIN made this verbal agreement with
18 the dock master and they shook hands on the deal and the dock master allowed the yacht to stay.

19 34. On or about July 21, 2017, the day after MCLAUGHLIN made a gentleman’s
20 agreement with the dock master to allow the yacht to stay at the marina, CROSS DEFENDANTS
21 decided to ignore the agreement and continued to bring alcohol and drugs on the yacht. CROSS
22 DEFENDANTS and ROES 1 through 50 were drinking alcohol, smoking marijuana and dealing
23 drugs on the yacht, despite being told this was not allowed and despite the MCLAUGHLIN’s
24 agreement with the dock master not to do these things.

25 35. A crew member of yacht found guests drinking alcohol and smoking marijuana on
26 the boat and CROSS DEFENDANTS’ officers, agents and/or employees and/or ROES 1 through
27 50 threateningly and menacingly said to the crew member, “don’t be a snitch, you know what
28 happens to snitches,” insinuating that if the crew member informed on them, her personal

1 wellbeing would be in danger.

2 36. CROSS COMPLAINANTS informed CROSS DEFENDANTS that people were
3 openly drinking alcohol and smoking marijuana despite not being allowed to per the agreement
4 with the dock master and per state and federal laws regarding possession and use of drugs on a
5 vessel; however, CROSS DEFENDANTS did nothing to stop this illegal activity and was
6 complicit in same.

7 37. CROSS COMPLAINANTS and the yacht crew were told by MCLAUGHLIN'S
8 mother that nobody was going to stop her and her friend from drinking alcohol on the yacht.

9 38. CROSS DEFENANTS and ROES 1 through 50 aggressively told CROSS
10 COMPLAINANTS and the yacht crew that they had no place telling them not to drink alcohol
11 and smoke marijuana on the yacht. At this point, Captain RICKOLT felt it necessary to stand
12 behind the bar himself as the crew felt threatened and unable to stop CROSS DEFENDANTS
13 and CROSS DEFENDANTS' guests from consuming alcohol and smoking marijuana.

14 39. CROSS DEFENDANTS advertised tickets for the yacht party on various social
15 media platforms despite CROSS DEFENDANTS having made an agreement with Fifth Avenue
16 Landing and the dock master that no parties would take place, only investor meetings.

17 40. CROSS COMPLAINANTS tried multiple times to stop the alcohol consumption
18 and use and dealing of drugs on the yacht, but to no avail.

19 41. MCLAUGHLIN verbally assaulted a Fifth Avenue Landing security guard,
20 claiming the guard was harassing him. MCLAUGHLIN threatened the security guard that he
21 would get him fired and sue him, despite the fact that the security guard was just doing his job
22 walking the docks.

23 42. Moreover, while this security guard was observing the yacht, CROSS
24 DEFENDANTS and/or ROES 1 through 50 attempted to bribe him with marijuana and THC
25 edibles and telling him to "chill out."

26 43. On this same evening, the marina security guard found CROSS DEFENDANTS
27 and CROSS DEFENDANTS' guests smoking marijuana on the deck of the yacht. Captain
28 RICKOLT and the security guard confronted MCLAUGHLIN about this and MCLAUGHLIN

1 aggressively and threateningly yelled at Captain RICKOLT “you better stop fucking harassing
2 me or I am going to lose it!”

3 44. After all the aggressive, non-compliant behavior on Friday, July 21, 2017 from
4 CROSS DEFENDANTS and ROES 1 through 50, CROSS COMPLAINANTS it was apparent
5 that CROSS DEFENDANTS and guests of CROSS DEFENDANTS had any interest in
6 complying with the agreement MCLAUGHLIN made with the dock master regarding alcohol,
7 drugs and parties. Moreover, CROSS COMPLAINANTS’ and the yacht crew felt threatened for
8 their safety and the safety of the yacht.

9 45. On the morning of Saturday, July 22, 2017, the dock master notified Captain
10 RICKOLT that he was terminating CROSS DEFENDANTS’ slip lease/agreement and that the
11 yacht had to be out of the slip by 10:00 a.m. This information was immediately communicated
12 to CROSS DEFENDANTS.

13 46. After learning of the termination of the boat slip lease/agreement by the dock
14 master, CROSS DEFENDANTS intentionally and wrongfully made slanderous and disparaging
15 comments to various individuals, media outlets, reporters, editors, and/or trade magazines in a
16 concerted effort to malign CROSS COMPLAINANTS’ reputation and damage CROSS
17 COMPLAINANTS’ various business interests.

18 47. CROSS DEFENDANTS intentional and wrongful conduct in slandering CROSS
19 COMPLAINANTS’ resulted in various publications depicting CROSS COMPLAINANTS and
20 CROSS COMPLAINANTS’ business interests in false or unflattering light.

21 48. CROSS DEFENDANTS’ intentional and wrongful conduct in making slanderous
22 and disparaging comments to various individuals, media outlets, reporters, editors, and/or trade
23 magazines in a concerted effort to malign CROSS COMPLAINANTS’ reputation and damage
24 CROSS COMPLAINANTS’ various business interests was done as an intentional publicity stunt
25 for CROSS DEFENDANTS’ own fame and with the purpose of specifically causing damage to
26 CROSS COMPLAINANTS.

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1 **FIRST CAUSE OF ACTION**

2 **(Business & Professions Code § 17200, et seq.)**

3 (CROSS DEFENDANTS and ROES 1-50)

4 49. CROSS COMPLAINANTS re-allege and incorporate herein by reference
5 paragraphs 1 through 43 of this cross complaint.

6 50. CROSS DEFENDANTS are engaged in the online business of buying and selling
7 marijuana and marijuana or THC infused products. The CROSS DEFENDANTS' acts,
8 described above, constitute unfair competition in violation of California's Business &
9 Professions Code § 17200, et seq.

10 51. Specifically, CROSS DEFENDANTS engaged in an unfair and unlawful business
11 practice by misrepresenting the character of their business and purpose of the requested charter
12 agreement. CROSS DEFENDANTS misrepresented the fact that they had bought and paid for a
13 booth or exhibit display at the 2017 Comic Con exhibition when they did not and misrepresented
14 the purpose of the requested charter stating it was for investor relations when in fact CROSS
15 DEFENDANTS real intent was to utilize the charter yacht for illegal use and consumption of
16 schedule 1 drugs in violation of the law of the State of California and the United States.

17 52. CROSS DEFENDANTS also engaged in fraudulent business practice, in that they
18 made numerous misrepresentations during the course of the negotiating process for the charter
19 which not only deceived CROSS COMPLAINANTS but are likely to deceive the public in
20 general.

21 53. These include (a) misrepresenting the purpose of renting a boat slip from Fifth
22 Avenue Marina; (b) misrepresenting the purpose of the requested charter; (c) misrepresenting
23 their intent for use of the charter yacht; (c) misrepresenting the quality and character of business
24 operations run by CROSS CLAIMANTS.

25 54. CROSS DEFENDANTS also engaged in fraudulent business practice, in that they
26 made numerous intentionally slanderous and disparaging comments to various individuals,
27 media outlets, reporters, editors, and/or trade magazines in a concerted effort to malign CROSS
28 COMPLAINANTS' reputation and damage CROSS COMPLAINANTS' various business

1 interests and cause damage to CROSS COMPLAINANTS now and in the future.

2 55. As a direct, proximate and foreseeable result of CROSS DEFENDANTS'
3 wrongful conduct as alleged above, CROSS COMPLAINANTS performed an extensive amount
4 of work on the charter, including planning and organizing the charter and hiring crew to operate
5 the charter, all based on the misrepresentations by CROSS DEFENDANTS, by which CROSS
6 COMPLAINANTS have sustained damage and will sustain damages in the future.

7 **SECOND CAUSE OF ACTION**

8 **(FRAUD)**

9 (CROSS DEFENDANTS and ROES 1-50)

10 56. CROSS COMPLAINANTS re-allege and incorporate herein by reference
11 paragraphs 1 through 53 of this cross complaint.

12 57. CROSS DEFENDANTS made false statements that caused harm to CROSS
13 COMPLAINANTS.

14 58. CROSS DEFENDANTS represented to CROSS COMPLAINANTS that they had
15 a booth at Comic Con 2017 and wanted to charter a yacht to be used for investor meetings. This
16 representation was false and CROSS DEFENDANTS knew this representation was false at the
17 time it was made or this representation was made recklessly and without regard for its truth.

18 59. CROSS DEFENDANTS intended that CROSS COMPLAINANTS rely on this
19 representation and CROSS COMPLAINANTS did so rely on said representation in planning,
20 and organizing a charter yacht and hiring a crew to work the charter.

21 60. As a direct, proximate and foreseeable result of CROSS DEFENDANTS'
22 wrongful conduct as alleged above, CROSS COMPLAINANTS performed an extensive amount
23 of work on the charter, including planning and organizing the charter and hiring crew to operate
24 the charter, all based on the misrepresentations by CROSS DEFENDANTS, by which CROSS
25 COMPLAINANTS have sustained damage and will sustain damages in the future.

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1 **THIRD CAUSE OF ACTION**

2 **(MISREPRESENTATION)**

3 (CROSS DEFENDANTS and ROES 1-50)

4 61. CROSS COMPLAINANTS re-allege and incorporate herein by reference
5 paragraphs 1 through 59 of this cross complaint.

6 62. CROSS DEFENDANTS made false statements that caused harm to CROSS
7 COMPLAINANTS.

8 63. CROSS DEFENDANTS represented to CROSS COMPLAINANTS that they had
9 a booth at Comic Con 2017 and wanted to charter a yacht to be used for investor meetings. This
10 representation was false and CROSS DEFENDANTS knew this representation was false at the
11 time it was made or this representation was made recklessly and without regard for its truth.

12 64. CROSS DEFENDANTS intended that CROSS COMPLAINANTS rely on this
13 representation and CROSS COMPLAINANTS did so rely on said representation in planning,
14 and organizing a charter yacht and hiring a crew to work the charter.

15 65. As a direct, proximate and foreseeable result of CROSS DEFENDANTS'
16 wrongful conduct as alleged above, CROSS COMPLAINANTS performed an extensive amount
17 of work on the charter, including planning and organizing the charter and hiring crew to operate
18 the charter, all based on the misrepresentations by CROSS DEFENDANTS, by which CROSS
19 COMPLAINANTS have sustained damage and will sustain damages in the future.

20 **FOURTH CAUSE OF ACTION**

21 **(DEFAMATION - SLANDER)**

22 (CROSS DEFENDANTS and ROES 1-50)

23 66. CROSS COMPLAINANTS re-allege and incorporate herein by reference
24 paragraphs 1 through 64 of this cross complaint.

25 67. CROSS DEFENDANTS made false statements that caused harm to CROSS
26 COMPLAINANTS. After learning of the termination of the boat slip lease/agreement by the
27 dock master, CROSS DEFENDANTS intentionally and wrongfully made slanderous and
28 disparaging comments to various individuals, media outlets, reporters, editors, and/or trade

1 magazines in a concerted effort to malign CROSS COMPLAINANTS' reputation and damage
2 CROSS COMPLAINANTS' various business interests.

3 68. CROSS DEFENDANTS intentional and wrongful conduct in making untrue,
4 slanderous, false, disparaging statements about CROSS COMPLAINANTS' and/or CROSS
5 COMPLAINANTS' businesses, associates, reputation, acumen, etc., resulted in various
6 publications depicting CROSS COMPLAINANTS and CROSS COMPLAINANTS' business
7 interests in false or unflattering light.

8 69. CROSS DEFENDANTS' intentional and wrongful conduct in making slanderous
9 and disparaging comments to various individuals, media outlets, reporters, editors, and/or trade
10 magazines in a concerted effort to malign CROSS COMPLAINANTS' reputation and damage
11 CROSS COMPLAINANTS' various business interests was done as an intentional publicity stunt
12 for CROSS DEFENDANTS' own fame and with the purpose of specifically causing damage to
13 CROSS COMPLAINANTS.

14 70. As a direct, proximate and foreseeable result of CROSS DEFENDANTS'
15 wrongful conduct as alleged above, CROSS COMPLAINANTS' have sustained damage and will
16 sustain damages in the future.

17 **FIFTH CAUSE OF ACTION**

18 **(CIVIL CONSPIRACY)**

19 (CROSS DEFENDANTS and ROES 1-50)

20 71. CROSS COMPLAINANTS re-allege and incorporate herein by reference
21 paragraphs 1 through 69 of this cross complaint.

22 72. CROSS DEFENDANTS conspired to commit fraud and misrepresentation against
23 CROSS COMPLAINANTS.

24 73. MCLAUGHLIN conspired with VARA to perpetrate a fraud upon CROSS
25 COMPLAINANTS in that both agreed to lie and/or misrepresent the true character and purpose
26 of the business of BUDTRADER.COM and to misrepresent the purpose of the need to rent a slip
27 from Fifth Avenue Landing and to secure the charter yacht.

28 74. MCLAUGHLIN and VARA cooperated and agreed with one another to hide the

1 true nature of business of BUDTRADER.COM and the true intent of their securing a charter
2 yacht from CROSS COMPLAINANTS.

3 75. MCLAUGHLIN and VARA agreed and cooperated to misrepresent the true facts
4 of their endeavors regarding Comic Con 2017, the yacht charter, and the slip rental in that they
5 represented to CROSS CLAIMANTS and others that the purpose of their charter was to hold low
6 key investor meetings when in fact the true purpose of their charter was to have wild parties
7 promoting their marijuana business by illegally taking marijuana and other drugs aboard a USCG
8 certified vessel which is against state and federal law.

9 76. As a direct, proximate and foreseeable result of CROSS DEFENDANTS'
10 wrongful conduct as alleged above, CROSS COMPLAINANTS have sustained damage and will
11 sustain damages in the future.

12 **SIXTH CAUSE OF ACTION**

13 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

14 (CROSS DEFENDANTS and ROES 1-50)

15 77. CROSS COMPLAINANTS re-allege and incorporate herein by reference
16 paragraphs 1 through 75 of this cross complaint.

17 78. CROSS DEFENDANTS' conduct as alleged above was outrageous and intended
18 to cause emotional distress or was done with reckless disregard of the probability that CROSS
19 COMPLAINANTS would suffer emotional distress.

20 79. CROSS CLAIMANTS did in fact suffer severe emotional distress and CROSS
21 DEFENDANTS' conduct was a substantial factor in causing such severe emotional distress.

22 80. As a direct, proximate and foreseeable result of CROSS DEFENDANTS'
23 wrongful conduct as alleged above, CROSS COMPLAINANTS have sustained damage and will
24 sustain damages in the future.

25 **SEVENTH CAUSE OF ACTION**

26 **(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)**

27 (CROSS DEFENDANTS and ROES 1-50)

28 81. CROSS COMPLAINANTS re-allege and incorporate herein by reference

1 paragraphs 1 through 79 of this cross complaint.

2 82. CROSS DEFENDANTS' conduct as alleged above was outrageous and intended
3 to cause emotional distress or was done with reckless disregard of the probability that CROSS
4 COMPLAINANTS would suffer emotional distress.

5 83. CROSS CLAIMANTS did in fact suffer severe emotional distress and CROSS
6 DEFENDANTS' conduct was a substantial factor in causing such severe emotional distress.

7 84. As a direct, proximate and foreseeable result of CROSS DEFENDANTS'
8 wrongful conduct as alleged above, CROSS COMPLAINANTS have sustained damage and will
9 sustain damages in the future.

10 **PRAYER**

11 85. WEREFOR, CROSS COMPLAINANTS pray for judgment as follows:

- 12 a. For general economic and non-economic damages according to proof;
13 b. For special damages according to proof;
14 c. For punitive damages allowed by law;
15 d. For prejudgment interest allowed by law;
16 e. For attorneys' fees allowed by law;
17 f. For costs of suit
18 g. For such other and further relief as this court deems just and proper.

19 **JURY TRIAL DEMANDED**

20 86. CROSS COMPLAINANTS demand a jury trial as to all causes of action.

21 Dated: April 26, 2018

GORDON REES SCULLY MANSUKHANI, LLP

22
23 By: 

24 Brandon D. Saxon
PJ Lucca

25 Attorneys for Defendants/Cross
26 Complainants, LAKE RICKOLT, d/b/a SOL
27 LUNA EXPEDITIONS and d/b/a
GEMMA RICKOLT

EXHIBIT A

San Diego Marine Services
(Sol Luna Expeditions LLC)
3987 Del Mar Avenue, San Diego, CA 92107
Phone: 658 - 336 - 9383

CHARTER AGREEMENT

Client: Brad McLaughlin
Address:
Phone: (760) 696 5811
Email: brad@bvdtrader.com
Yacht: Liquidity
Date: Thursday July 20th - Saturday July 22nd
Time: 12pm-12am (12 hours per day)
Vessel Delivery Time: 11:45am
Boarding Location: 5th Avenue Landing
Number of Guests: 40 max during party hours (TBC)

CHARTER PRICING & PAYMENT

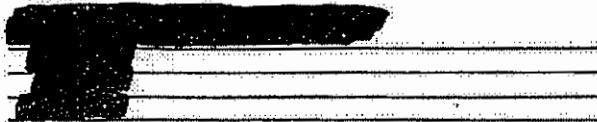
Yacht \$30,000
Repositioning Fee \$3,250
Bar Client bringing own
Catering Client bringing own

Cleaning and corkage fee:

6% Port Tax \$1,800
4% Marina Tax \$1,200
20% Crew Gratuity (on hourly rate) \$6,000

TOTAL \$42,250
(3.5% fee if paid by credit card)

Payment:
Credit Card Number:
Expiration:
CVV:
Billing Zip Code:



Payment Terms:

A 50% deposit is due upon signing of this agreement to guarantee your reservation. Reservations are not booked until funds are received. Full balance is due 7 days prior to the charter date.

Cancellation Policy:

With 30 days or more notice, a 90% refund of the deposit will be returned to the client. If cancelled within 30 days of the charter date, we will attempt to resell the date to another client, and if successful will refund 90% of your charter fee. In the event of a cancellation less than 7 days of the charter date, the client will owe the entire charter total.

Bad Weather / Rain Check:

In the unlikely event that we must cancel or postpone your scheduled excursion due to hazardous weather conditions, we will make every effort to reschedule your reservation for a date and time that is most convenient to you. In the event that the client cannot reschedule, then the charter fees and deposit shall be returned in full to client.

Damages Policy:

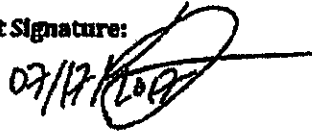
We reserve the right to charge the client to rectify any damage to the yacht or its structure, whether it be by the client or their guests. Should this damage come to light after the guest has departed, we will contact the client and notify them of the damage and charges. We reserve the right to make a charge to the guest's credit / debit card after the charter date to cover these guests unless alternative payment methods are provided by the client.

Boat Repair:

If the agreement cannot be met due to mechanical failure that cannot be resolved, or the vessel cannot be delivered as agreed, charter fees and/or deposit will be returned to the client in full.

Client Signature:

Date:

A handwritten signature in black ink, followed by the date "07/17/2019" written in the same ink.

1 BRANDON D. SAXON (SBN: 252712)
bsaxon@grsm.com
2 PETER J. LUCCA (SBN: 243767)
pjlucca@grsm.com
3 GORDON REES SCULLY MANSUKHANI, LLP
701 5th Avenue, Suite 2100
4 Seattle, WA 98104
Telephone: (619) 544-7229
5 Facsimile: (206) 689-2822

6 Attorneys for Defendant
SAN DIEGO MARINE SERVICES
7

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SAN DIEGO

10 BRAD MCLAUGHLIN, an individual; and) CASE NO. 37-2018-00002850-CU-BC-
BUDTRADER.COM, a sole proprietorship,) NC
11)
Plaintiffs,) **PROOF OF SERVICE**
12)
vs.) Complaint Filed: January 19, 2018
13)
SOL LUNA EXPEDITIONS, LLC, a)
14 California Corporation; SAN DIEGO)
MARINE SERVICES, a California)
15 Corporation; LAKE RICKOLT, an)
individual, and DOES 1 through 20, inclusive,)
16)
Defendants.)

17
18 I am a resident of the State of California, over the age of eighteen years, and not a party
19 to the within action. My business address is: Gordon & Rees LLP, 101 W. Broadway, Suite
20 2000, San Diego, CA 92101. My email address is malford@grsm.com.

21 On April 26, 2018, I served the within document(s):

22 **DEFENDANTS/CROSS-COMPLAINANTS SOL LUNA EXPEDITIONS, LLC;**
23 **SAN DIEGO MARINE SERVICES AND LAKE RICKOLT'S CROSS-**
24 **COMPLAINT REGARDING: 1. VIOLATIONS OF BUSINESS &**
25 **PROFESSIONS CODE § 17200, ET SEQ.; 2. FRAUD; 3.**
MISREPRESENTATION; 4. DEFAMATION; 5. CIVIL CONSPIRACY; 6.
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; AND
7. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

26 **PERSONAL SERVICE:** By causing the document(s) listed above to be personally
27 delivered to the person(s) at the address(es) set forth below.

28 **MAIL:** By placing the document(s) listed above in a sealed envelope with postage
thereon fully prepaid, in United States mail in the State of California addressed as

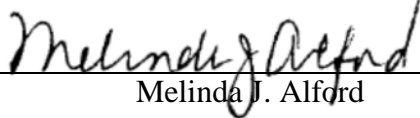
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follows. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

- ONE LEGAL:** by sending electronically a true and correct copy thereof to **ONE LEGAL** (www.onelegal.com) for **filing** at Court and **electronic service** on all counsel of record maintained by One Legal website, pursuant to Court Order and pursuant to CCP § 1010.6 and CRC 2.251. The transmission was reported as complete and without error.
- FACSIMILE:** By transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ELECTRONIC TRANSMISSION:** By transmitting a pdf format version of the document(s) via electronic mail to the party(s) identified on the service list using the email address(es) indicated. **COURTESY COPY ONLY**
- OVERNIGHT:** By placing a true copy thereof enclosed in a sealed envelope, at a station designated for collection and processing of envelopes and packages for overnight delivery by FedEx (or other overnight service) as part of the ordinary business practices of Gordon & Rees LLP described below, addressed as follows:

| | |
|---|--|
| Oscar Ramirez Matthew P Blair BLAIR & RAMIREZ LLP 777 S. Figueroa Street, Suite 4900 Los Angeles, CA 90017 Tel: 213-568-4000 / Fax: 213-568-4100 Attorney for Plaintiff | |
|---|--|

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **April 26, 2018**, at San Diego, California.



 Melinda J. Alford