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12 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
13 OF THE STATE OF CALIFORNIA

14 In the Matter of:

15 THE COMMISSIONER OF FINANCIAL
16 PROTECTION AND INNOVATION,

17 Complainant,

18 v.

19 C-QUADRANT, LLC;
20 GPA ENTERPRISES, LLC;
21 GREEN BUD INITIATIVES, LLC, also known
as GBI MARKETING;
22 JEREMY TAYLOR JOHNSON;
23 ANTHONY TODD JOHNSON; and
MICHAEL GREGORY,

24 Respondents.

SETTLEMENT AGREEMENT

25
26 This Settlement Agreement is entered into between the Commissioner of Financial Protection
27 and Innovation (Commissioner) of the Department of Financial Protection and Innovation
28 (Department) and Anthony Todd Johnson, also known as Todd Johnson, Jeremy Taylor Johnson

1 (collectively, Johnsons), Michael Gregory and Green Bud Initiatives, LLC, also known as GBI
2 Marketing, GPA Enterprises, LLC, and C-Quadrant, LLC (collectively, Entities). With respect to
3 this Settlement Agreement, the Commissioner makes the following findings of fact contained in the
4 Recitals.

5 **I.**

6 **Recitals**

7 A. The Commissioner has jurisdiction over the regulation of persons engaged in the offer
8 or sale of securities in California under the Corporate Securities Law of 1968 (Corporations Code
9 section 25000 et seq.).

10 B. At all relevant times, C-Quadrant, LLC (C-Quadrant), a limited liability company
11 formed in California on January 3, 2018, maintained principal places of business at 3443 South
12 Sheffield Road, Santa Ana, California 92704, 20800 Spence Road, Salinas, California 93908, and
13 25600 Encinal Road, Salinas, California 93908.

14 C. At all relevant times, GPA Enterprises, LLC (GPA Enterprises), a limited liability
15 company formed in California on October 18, 2017, maintained a principal place of business at
16 43264 Business Park Drive, Suite 105, Temecula, California 92590.

17 D. At all relevant times, Green Bud Initiatives, LLC, also known as GBI Marketing
18 (Green Bud Initiatives), a limited liability company formed in California on February 1, 2018,
19 maintained a principal place of business at 43264 Business Park Drive, Suite 105, Temecula,
20 California 92590.

21 E. At all relevant times, Jeremy Taylor Johnson (Jeremy Johnson) was a control person
22 and managing member of Green Bud Initiatives, LLC, C-Quadrant, and GPA Enterprises.

23 F. At all relevant times, Anthony Todd Johnson (Todd Johnson) was a control person
24 and managing member of Green Bud Initiatives, C-Quadrant, and GPA Enterprises.

25 G. At all relevant times, Michael Gregory was a control person, managing member, and
26 chief executive officer of C-Quadrant.

27 H. C-Quadrant, GPA Enterprises, Green Bud Initiatives, Jeremy Johnson, Todd Johnson,
28 and Michael Gregory are collectively referred to as Respondents.

1 I. Beginning in or about January 2018 and continuing until at least January 2019,
2 Respondents and their agents offered and sold securities, in the form of limited liability company
3 membership units, promissory notes, and/or investment contracts, in GPA Enterprises and C-
4 Quadrant.

5 J. Respondent Entities, Johnsons and their agents represented to members of the public
6 that money invested in GPA Enterprises and C-Quadrant would be part of a common enterprise,
7 where investor funds would be pooled, and that investors could expect a profit as a result of their
8 investment. Investors expectation of profits were interwoven with and dependent upon the success
9 of the managing members of both GPA Enterprises and C-Quadrant.

10 K. The purported purpose of the securities offering in GPA Enterprises and C-Quadrant
11 was to raise money from members of the public to operate a Cannabidiol (CBD) extraction business
12 under the name C-Quadrant, located in Salinas, California.

13 L. The securities in GPA Enterprises and C-Quadrant were offered or sold in this state in
14 issuer transactions. The Department of Financial Protection and Innovation has not issued a permit
15 or other form of qualification authorizing any person to offer or sell these securities in this state and
16 the securities are not exempt from qualification.

17 M. Through general solicitations, Respondent Entities, Johnsons and their agents
18 solicited potential investors in the form of telephone cold-calls, via online using Green Bud
19 Initiative’s website, and craigslist advertisements. Respondent Entities, Johnsons and their agents
20 also purchased lead lists and supervised an in-house sales team that cold-called prospective investors
21 for the offerings in GPA Enterprises and C-Quadrant.

22 N. Respondents had no substantive, pre-existing business or personal relationship with
23 investors or potential investors who were offered and sold securities.

24 O. Respondents Johnsons personally communicated with prospective investors about the
25 offerings, including during telephone calls and tours of C-Quadrant’s CBD extraction facility.
26 Michael Gregory also led tours of C-Quadrant’s CBD extraction facility for prospective investors.

27 P. Solicitation materials sent to prospective investors included private placement
28 memoranda with questionnaires regarding whether potential investors were “accredited,” as defined

1 by federal Regulation D, Rule 501. But Respondents Entities, Johnsons and their agents did not take
2 any steps to verify the accreditation status of potential investors or that all purchasers were, in fact,
3 accredited. As a result, least 26 non-accredited investors invested in the GPA Enterprises offering,
4 which invested in C-Quadrant.

5 Q. None of the investors or prospective investors in GPA Enterprises or C-Quadrant,
6 prior to the sale of the securities, were furnished with audited financial statements of the issuer.

7 R. Solicitation materials, such as private placement memoranda, for the securities
8 offerings represented that the securities had not be registered, or qualified, under federal securities
9 laws or California's Corporate Securities Law of 1968 (Corporations Code section 25000 et seq.)
10 (CSL), and were being offered in reliance on exemptions to the registration and qualification
11 requirements. Specifically, the solicitation materials represented that the securities were exempt
12 from the securities registration and qualification requirements pursuant to Regulation D, Rule 506,
13 or comparable exemptions found in the CSL.

14 S. However, the exemptions found at federal Regulation D, Rule 506 and the
15 comparable exemptions under the CSL are not available to the securities offerings in GPA
16 Enterprises and C-Quadrant as a result of the acts and omissions set forth above.

17 T. From the unqualified and non-exempt securities offering in GPA Enterprises,
18 Respondent Entities, Johnsons and their agents sold securities to at least 85 investors residing in
19 California and elsewhere. Securities were sold to these investors in 86 separate transactions. From
20 the offer and sale of these securities, Respondent Entities, Johnsons and their agents raised at least
21 \$6,810,000.00 from investors.

22 U. From the unqualified and non-exempt securities offering in C-Quadrant, Respondents
23 Entities, Johnsons and their agents sold securities to at least 38 investors, including GPA Enterprises,
24 residing in California and elsewhere. Securities were sold to these investors in 40 separate
25 transactions. From the offer and sale of these securities, Respondent Entities, Johnsons and their
26 agents raised at least \$11,818,000.00 from investors.

27 V. In connection with the offers and sales of securities, Respondents made, or caused to
28 be made, misrepresentations of material fact to investors and potential investors, including that:

1 1. Sales commissions for selling securities to investors would only be paid to
2 registered brokers. When, in facts, sales commissions were paid to unregistered and unlicensed
3 salespeople. Specifically, the GPA Enterprises and C-Quadrant private placement memoranda
4 represented that a portion of investor money raised in GPA Enterprises and C-Quadrant could be
5 paid as “Brokerage Commissions” to brokers registered with the Financial Industry Regulatory
6 Authority (FINRA). However, investor money was paid as a sales commission to individuals who
7 were not brokers registered with FINRA. Respondents utilized unregistered brokers to offer and sale
8 securities in contradiction to statements made to investors and potential investors;

9 2. Respondents Johnsons would not be paid compensation from investor funds.
10 However, Respondents Johnsons were paid compensation from investor funds. Specifically, the
11 GPA Enterprises private placement memoranda represented that “[t]here is no accrued compensation
12 that is due any member of Management” and that Jeremy and Todd Johnson would receive a salary
13 of “\$0.00.” Also, the GPA Enterprises private placement memoranda stated “MANAGING
14 PARTNERS WILL RECEIVE COMPENSATION BASED SOLELY ON OWNERSHIP OF
15 BUSINESS.” Despite these representations made to investors and potential investors, Respondents
16 Johnsons transferred over \$1 million in funds to themselves and others as compensation;

17 3. Money invested in GPA Enterprises, which would be fed into C-Quadrant,
18 would be placed in an escrow account, established by C-Quadrant, for the protection of investor
19 money until a minimum amount of money was raised from investors. However, C-Quadrant did not
20 establish an escrow account and therefore money invested in GPA Enterprises was not placed in an
21 escrow account. The GPA Enterprises private placement memoranda stated “C-Quadrant, LLC has
22 established an Investment Holding Account . . . into which the minimum offering proceeds will be
23 placed. At least 10 of [GPA Enterprise’s] Units must be sold for \$500,000 before such proceeds will
24 be released from the escrow account and utilized by C-Quadrant.” Despite these representations
25 made to investors and potential investors, C-Quadrant did not establish an escrow account to hold
26 investor funds.

27 4. C-Quadrant had a business or research relationship with the University of
28 California, Los Angeles (U.C.L.A) - In fact, there was no business or research relationship between

1 C-Quadrant and U.C.L.A. For example, a video provided to investors and potential investors stated:
2 “We have a group of U.C.L.A medical scientists and doctors that are going to be renting . . . a
3 portion of the space in our facility to develop a case study . . . They want to be near our technology.
4 They need our technology to get the job done . . . And they would like to share brain science with us
5 and kind of collaborate on some of the findings.” Despite these representations made to investors
6 and potential investors, C-Quadrant did not have a business or research relationship with U.C.L.A.

7 5. Todd Johnson, in the presence of Michael Gregory, stated that Michael
8 Gregory had a masters in business administration, also known as an MBA. In fact, Michael Gregory
9 did not have an MBA.

10 6. In communications with investors and potential investors, it was represented
11 that C-Quadrant owned the property where its CBD extraction facility was to be located. But
12 Respondents failed to disclose that they had collateralized C-Quadrant’s property and that Michael
13 Gregory had used the loan proceeds to pay off investors in an unrelated entity. Further, in or about
14 December 2018 and February 2019, Michael Gregory prepared investor updates reporting that C-
15 Quadrant entered into a “business loan” to facilitate C-Quadrant’s development. When, in fact,
16 Michael Gregory had used some loan proceeds to pay off investors in an entity that was unrelated to
17 C-Quadrant.

18 7. According to C-Quadrant’s original operating agreement, Michael Gregory
19 made a capital contribution of \$500,000.00 to C-Quadrant. However, the \$500,000.00 was
20 subsequently repaid to Michael Gregory, thereby making it a loan, not a capital contribution as
21 represented to investors.

22 W. In connection with the offers and sales of securities, Respondents made, or caused to
23 be made, omissions of material fact to investors and potential investors, including that:

24 1. Money invested in C-Quadrant would be loaned by C-Quadrant to unrelated
25 entities and used to pay investors in those unrelated entities. Once the unrelated entities obtained
26 sufficient funds, the entities repaid the loan made by C-Quadrant. Investors and potential investors in
27 GPA Enterprises and C-Quadrant were told that their investment funds would be used to operate the
28 C-Quadrant CBD extraction business. It was not disclosed to investors and potential investors in

1 GPA Enterprises and C-Quadrant that their investment funds would be used for the purpose of
2 loaning money to unrelated entities so that those entities could pay their investors.

3 2. The private placement memoranda for GPA and C-Quadrant contained
4 glowing biographies of Jeremy Johnson but failed to disclose that he had filed for Bankruptcy in
5 2012 under Chapter 7 of the Bankruptcy Code. For example, the private placement memoranda
6 described Jeremy Johnson as a “highly skilled sales leaders and entrepreneur” and a “seasoned
7 expert running profitable call centers and internet start-ups.” Despite providing these descriptions in
8 a biography, Jeremy Johnson’s 2012 bankruptcy was not disclosed.

9 X. In or about August 2021, C-Quadrant purportedly entered into “settlement and mutual
10 release” agreements with investors, whereby some investors in C-Quadrant are to receive a return of
11 their investment funds in exchange for releasing C-Quadrant from legal claims, known and
12 unknown. The misrepresentations and/or omissions stated above were not adequately disclosed to
13 investors before C-Quadrant entering into the settlement and mutual release agreements with
14 investors.

15 Y. On or about November 12, 2021, and November 15, 2021, the Department issued a
16 Desist and Refrain Order, Notice of Intention to Issue Order Levying Administrative Penalties and
17 Claim for Ancillary Relief, and Statement in Support of Order Levying Administrative Penalties and
18 Claim for Ancillary Relief (Pending Enforcement Actions) against Respondents for the above stated
19 violations of the CSL. Respondents thereafter requested a hearing regarding the Pending
20 Enforcement Actions issued.

21 Z. The Respondents admit to the jurisdiction of the Department and after consideration,
22 it is the intention of the parties to resolve the pending Orders without the necessity of a hearing. The
23 Commissioner finds this action is appropriate, in the public interest, and consistent with the purposes
24 fairly intended by the policies and procedures of the CSL.

25 NOW, THEREFORE, for good and valuable consideration, and the terms and conditions set
26 forth herein, the Parties agree as follows:

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II.

Terms and Conditions

1. Purpose. This Settlement Agreement resolves the issues before the Commissioner, including findings of facts set forth in paragraphs A through Z, above, in a manner that avoids the expense of a hearing and other possible court proceedings, protects consumers, is in the public interest, and is consistent with the purposes, policies, and provisions of the Corporate Securities Law of 1968.

2. Finality of Settlement Agreement. Respondents agree to comply with the terms and conditions of this Settlement Agreement and stipulate this Settlement Agreement is hereby deemed final.

3. Desist and Refrain Order. Pursuant to Corporations Code section 25532, Respondents are hereby ordered to desist and refrain from:

a. Violating Corporations Code section 25110 by offering or selling in the State of California securities, including but not limited to limited liability company interests, unless and until qualification has been made under the law or unless exempt; and

b. Violating Corporations Code section 25401 by offering or selling or buying or offering to buy any security in the State of California by means of any written or oral communications which include an untrue statement of a material fact or omits to state a material fact necessary in order to make the statement made, in light of the circumstances under which they were made, not misleading.

4. Waiver of Hearing Rights. Respondents acknowledge the Commissioner is ready, willing, and able to proceed with the Pending Enforcement Actions in this matter. Respondents hereby waive the right to any hearings, trials, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the Corporations Code, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law, and to judicial review of this matter pursuant to Code of Civil Procedure section 1094.5 with respect to the issuance of this Settlement Agreement, and the Pending Enforcement Actions. By waiving such rights, Respondents effectively consent to this Settlement Agreement and the Desist and Refrain order

1 becoming final. With respect to the Notice of Intention to Issue Order Levying Administrative
2 Penalties and Claim for Ancillary Relief, and Statement in Support of Order Levying Administrative
3 Penalties and Claim for Ancillary Relief, Respondents hereby stipulate and agree that the hearing
4 rights associated with those Orders shall be waived, and an administrative penalty shall be imposed
5 and satisfied through this Settlement Agreement under paragraph number six (6) below, thereby
6 bringing finality to those pending Orders.

7 5. Administrative Penalty. Respondents, jointly and severally, shall pay an
8 administrative penalty of \$200,000.00 no later than thirty (30) days after the Effective Date of this
9 Settlement Agreement as defined in paragraph number 24. The penalty shall be made payable in the
10 form of a cashier's check or Automated Clearing House deposit to the Department of Financial
11 Protection and Innovation and transmitted to the attention of Accounting – Litigation, at the
12 Department of Financial Protection and Innovation, 2101 Arena Boulevard, Sacramento, California
13 95834. Notice of the payment shall be concurrently sent via email to Taylor.Herrlinger@dfpi.ca.gov.

14 6. Stipulated Civil Judgment. If Respondents fail to timely pay the administrative
15 penalty of \$200,000.00 as described in paragraph number five (5) above, Respondents shall be
16 jointly and severally liable by a stipulated judgment in California Superior Court for the County of
17 Sacramento in the amount of \$200,000.00, plus accrued interest at the legal rate of interest from the
18 date the stipulated judgment is filed with the court. The stipulated judgment shall be filed in a civil
19 lawsuit brought by the Commissioner, pursuant to Corporations Code section 25530, for violations
20 of Corporations Code sections 25110 and 25401. Respondents hereby waive the right to any
21 hearings, trials, and to any reconsideration, appeals, or other right to review which may be afforded
22 pursuant to the Corporations Code, the California Administrative Procedure Act, the California Code
23 of Civil Procedure, or any other provision of law, with respect to the stipulated judgment and civil
24 complaint. By waiving such right, Respondents effectively consent to the stipulated judgment
25 becoming final.

26 7. Facts Admitted as True in Bankruptcy Proceedings. Respondents stipulate solely for
27 purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §
28 523, that the allegations in this Settlement Agreement are true, and further, that any debt for the

1 penalty amounts due by Respondents under this Settlement Agreement is a debt for the violation of
2 the California securities laws or any regulation or order issued under such laws, as set forth in
3 Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19) and hence not dischargeable in
4 bankruptcy.

5 8. Full and Final Settlement. Respondents hereby acknowledge and agree that this
6 Settlement Agreement is intended to constitute a full, final, and complete resolution of the violations
7 described herein and Pending Enforcement Actions, and that no further proceedings or actions will
8 be brought by the Commissioner in connection with these matters except under the Corporate
9 Securities Law of 1968, or any other provision of law, to enforce compliance with the terms of this
10 Settlement Agreement.

11 9. Information Willfully Withheld or Misrepresented. This Settlement Agreement may
12 be revoked, and the Commissioner may pursue any and all remedies available under law against
13 Respondents, including but not limited to those requested in the Pending Enforcement Actions, if the
14 Commissioner discovers that Respondents knowingly or willfully withheld or misrepresented
15 information used for and relied upon in this Settlement Agreement.

16 10. Future Actions by Commissioner. If Respondents fail to comply with any term of the
17 Settlement Agreement, the Commissioner may institute proceedings for any and all violations
18 otherwise resolved under this Settlement Agreement. The Commissioner reserves the right to bring
19 any future actions against Respondents for any and all unknown violations of the Corporate
20 Securities Law of 1968.

21 11. Assisting Other Agencies. Nothing in this Settlement Agreement limits the
22 Commissioner's ability to assist any other government agency (city, county, state, or federal) with
23 any prosecution, administrative, civil, or criminal brought by that agency against Respondents, or
24 any other person based upon any of the activities alleged in this matter or otherwise.

25 12. Headings. The headings to the paragraphs of this Settlement Agreement are inserted
26 for convenience only and will not be deemed a part hereof or affect the construction or interpretation
27 of the provisions hereof.

28 13. Binding. This Settlement Agreement is binding on all heirs, assigns, and/or

1 successors in interest.

2 14. Reliance. Each of the parties represents, warrants, and agrees that in executing this
3 Settlement Agreement it has relied solely on the statements set forth herein and the advice of its own
4 counsel. Each of the parties further represents, warrants, and agrees that in executing this Settlement
5 Agreement it has placed no reliance on any statement, representation, or promise of any other party,
6 or any other person or entity not expressly set forth herein, or upon the failure of any party or any
7 other person or entity to make any statement, representation or disclosure of anything whatsoever.
8 The parties have included this clause: (1) to preclude any claim that any party was in any way
9 fraudulently induced to execute this Settlement Agreement; and (2) to preclude the introduction of
10 parol evidence to vary, interpret, supplement, or contradict the terms of this Settlement Agreement.

11 15. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
12 this Settlement Agreement will be valid or binding unless it is in writing and signed by each of the
13 parties. The waiver of any provision of this Settlement Agreement will not be deemed a waiver of
14 any other provision. No waiver by either party of any breach of, or of compliance with, any
15 condition or provision of this Settlement Agreement by the other party will be considered a waiver
16 of any other condition or provision or of the same condition or provision at another time.

17 16. Full Integration. This Settlement Agreement is the final written expression and the
18 complete and exclusive statement of all the agreements, conditions, promises, representations, and
19 covenants between the parties with respect to the subject matter hereof, and supersedes all prior or
20 contemporaneous agreements, negotiations, representations, understandings, and discussions
21 between and among the parties, their respective representatives, and any other person or entity, with
22 respect to the subject matter covered hereby.

23 17. Governing Law. This Settlement Agreement will be governed by and construed in
24 accordance with California law. Each of the parties hereto consents to the jurisdiction of such court,
25 and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient
26 forum to the maintenance of such action or proceeding in such court.

27 18. Counterparts. This Settlement Agreement may be executed in one or more separate
28 counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall

1 together constitute a single document.

2 19. Effect Upon Future Proceedings. If Respondents apply for any license, permit or
3 qualification under the Commissioner's current or future jurisdiction, or is the subject of any future
4 action by the Commissioner to enforce this Settlement Agreement, then the subject matter hereof
5 shall be admitted for the purpose of such application(s) or enforcement proceeding(s).

6 20. Voluntary Agreement. Respondents enter this Settlement Agreement voluntarily and
7 without coercion and acknowledge that no promises, threats or assurances have been made by the
8 Commissioner or any officer, or agent thereof, about this Settlement Agreement. The parties each
9 represent and acknowledge that he, she or it is executing this Settlement Agreement completely
10 voluntarily and without any duress or undue influence of any kind from any source.

11 21. Notice. Any notice required under this Settlement Agreement shall be provided to
12 counsel for each party at the following addresses:

13 To the Commissioner: Department of Financial Protection and Innovation
14 Attn: Taylor Herrlinger
15 2101 Arena Boulevard
16 Sacramento, CA 95834
Taylor.Herrlinger@dfpi.ca.gov

17 To Respondents: Maralan Law, P.C
18 Attn: Sam Maralan, Esq.
19 3080 Bristol Street
20 Sixth Floor, Suite 630
Costa Mesa, CA 92626
sm@maralanlaw.com

21 Benice Law
22 A Professional Law Corporation
23 Attn: Jeffrey S. Benice, Esq.
24 3080 Bristol Street
25 Sixth Floor, Suite 630
Costa Mesa, CA 92626
jsb@jeffreybenice.com

26 22. Signatures. A fax or electronic mail signature shall be deemed the same as an original
27 signature.

28 23. Public Record. Respondents acknowledge that this Settlement Agreement is and will

1 be a matter of public record.

2 24. Effective Date. This Settlement Agreement shall become final and effective when
3 signed by all parties and delivered by the Commissioner’s agent via e-mail to Sam Maralan, Esq. at
4 sm@maralanlaw.com and Jeffrey S. Benice, Esq. at jsb@jeffreybenice.com.

5 25. Authority to Sign. Each signatory hereto covenants that he/she possesses all
6 necessary capacity and authority to sign and enter into this Settlement Agreement and undertake the
7 obligations set forth herein.

8 26. Independent Legal Advice. Respondents represent, warrant, and agree that they
9 received independent advice from their attorney(s) and/or representatives with respect to the
10 advisability of executing this Settlement Agreement.

11 Dated: June 24, 2022

CLOTHILDE V. HEWLETT
Commissioner
Department of Financial Protection and Innovation

14 By: _____
15 MARY ANN SMITH
16 Deputy Commissioner
Enforcement Division

17 Dated: June 24, 2022

18 By: _____
19 C-QUADRANT, LLC, and MICHAEL GREGORY,
20 as control person of Respondent entity,
and In His Personal Capacity

21 Dated: June 24, 2022

22 By: _____
23 GPA ENTERPRISES, LLC, GREEN BUD
24 INITIATIVES, LLC also known as GBI
25 MARKETING, and ANTHONY TODD
JOHNSON, as control person of Respondent entity,
and In His Personal Capacity

26 Dated: June 24, 2022

27 By: _____
28 GPA ENTERPRISES, LLC, GREEN BUD
INITIATIVES, LLC also known as GBI
MARKETING, and JEREMY TAYLOR

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JOHNSON, as control person of Respondent entity,
and In His Personal Capacity

APPROVED AS TO FORM AND CONTENT

Dated: June 24, 2022

By: _____

SAM MARALAN, ESQ.
Maralan Law, P.C.
Counsel for Respondents:
ANTHONY TODD JOHNSON, JEREMY
TAYLOR JOHNSON, GPA ENTERPRISES, LLC
and GREEN BUD INITIATIVES, LLC also known
as GBI MARKETING

Dated: June 24, 2022

By: _____

JEFFREY S. BENICE, ESQ.
Benice Law
A Professional Law Corporation
Counsel for Respondents:
C-QUADRANT, LLC and MICHAEL GREGORY