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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By E- Filing, Deputy Clerk

8 Plaintiff in Propria Persona
9 and Attorney for Plaintiffs
10 Amy Sherlock, Minors T.S.
11 and S.S.

12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF SAN DIEGO, CENTRAL DIVISION

14 AMY SHERLOCK, an individual and on behalf of
15 her minor children, T.S. and S.S., ANDREW
16 FLORES, an individual;

17 Plaintiffs,

18 v.

19 GINA M. AUSTIN, an individual; AUSTIN
20 LEGALGROUP, a professional corporation,
21 LARRY GERACI, an individual, REBECCA
22 BERRY, an individual; JESSICA MCELFRISH,
23 an individual; SALAM RAZUKI, an individual;
24 NINUS MALAN, an individual; FINCH,
25 THORTON, AND BAIRD, a limited liability
26 partnership; ABHAY SCHWEITZER, an individual
27 and dba TECHNE; JAMES (AKA JIM) BARTELL,
28 an individual; NATALIE TRANG-MY NGUYEN,
an individual; AARON MAGAGNA, an individual;
BRADFORD HARCOURT, an individual;
SHAWN MILLER, an individual; LOGAN
STELLMACHER, an individual; EULENTHIAS
DUANE ALEXANDER, an individual; STEPHEN
LAKE, an individual, ALLIED SPECTRUM, INC.,
a California corporation, PRODIGIOUS
COLLECTIVES, LLC, a limited liability company,
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2021-0050889-CU-AT-CTL

REPLY TO OPPOSITION TO PLAINTIFFS'
MOTION TO VACATE VOID JUDGMENT

Hearing Date: May 31, 2024

Hearing Time: 9:00 AM

Judge: Mangione

Courtroom: 75

Related Cases:

37-2014-00009664

37-2014-0020897

37-2015-00004430

37-2017-00010073

37-2022-00000023

1 In their opening brief, Plaintiffs demonstrated that: (1) Federal, State, and local laws prohibit
2 every single person or entity from selling cannabis – a controlled substance under the CSA¹ – without
3 lawful authority; (2) Lawrence Geraci was barred from operating a dispensary without complying with
4 the SDMC by two court orders from Judge John S. Meyer and Judge Ronald S. Prager for illegally
5 operating three illegal dispensaries; (3) Geraci hired Austin to petition the City of San Diego for his
6 ownership of a permit to operate a cannabis dispensary in the name of his secretary, Rebecca Berry, via
7 the Strawman Practice; (4) Austin did petition the City of San Diego for Geraci in the name of Berry via
8 the Strawman Practice; (5) Austin’s self-serving, criminally exculpating, completely absurd testimony as
9 a “cannabis expert” is that she does not know if Geraci was required to be disclosed in the
10 “**OWNERSHIP DISCLOSURE FORM**” when he was the sole **owner**; (6) that Michael Sherlock did not
11 commit suicide and that he was murdered for the same dispensary, the Balboa Dispensary, for which
12 Razuki tried to kidnap and murder Malan for; and (7) new evidence includes that Phillip Zamora, a former
13 employee of Salam Razuki and Ninus Malan, was present when Austin directly told Malan that they were
14 going to create a “monopoly” in the cannabis market.

15 In short, the facts establish that Austin is a criminal who has aided and abetted her clients in
16 furtherance of profiting from illegal drug sales. She is wealthy, powerful, very successful, praised by the
17 City of San Diego and other cities, and even explicitly acknowledged by Judge Joel Wohlfeil as an
18 attorney incapable of acting unethically, which is all a farce.

19 Austin and her attorneys don’t even try to argue the facts. They argue that the motion was a day
20 late and that res judicata applies. They ignore what even a first-year law school student knows – the courts
21 are bound by the law and cannot in any form enforce, ratify or condone criminal acts that constitute illicit
22 drug trafficking. That is unless Plaintiffs are wrong, and this Court has the power and jurisdiction to allow
23 criminal drug sales in violation of the CSA and countless other federal, state and local laws.

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28 ¹ Terms not otherwise defined herein have the meaning attributed in the opening brief.

1 **I. The Court has an absolute sua sponte duty to not enforce illegal contracts and to vacate**
2 **void judgments that enforce illegal contracts irrespective of any action or inaction by**
3 **Plaintiffs – the Courts cannot ratify illegal drug sales.**

4 Under California law, a contract must have a “lawful object.” (Civ. Code § 1550(3).) Contracts
5 without a lawful object are void and unenforceable. (*Id.* §§ 1596, 1598, 1608.) Civil Code § 1667
6 elaborates that “unlawful” means: “1. Contrary to an express provision of law; [¶] 2. Contrary to the
7 policy of express law, though not expressly prohibited; or, [¶] 3. Otherwise, contrary to good morals.”
8 For purposes of illegality, the “law” includes statutes, local ordinances, and administrative regulations
9 issued pursuant to the same. (*Kashani v. Tsann Kuen China Enterprise Co.* (2004) 118 Cal.App.4th 531,
10 542; *see Hewlett v. Squaw Valley Ski Corp.* (1997) 54 Cal.App.4th 499, 532 (holding defendant’s
11 violations of a conditional use permit could properly form the basis for an Unfair Competition Law claim
12 (BPC § 17200), since such permits have “the force of law.”).)

13 “The general principle is well established that a contract founded on an illegal consideration, or
14 which is made for the purpose of furthering any matter or thing prohibited by statute, or to aid or assist
15 any party therein, is void. This rule applies to every contract which is founded on a transaction malum in
16 se, or which is prohibited by a statute on the ground of public policy.” (*Homami v. Iranzadi* (1989) 211
17 Cal.App.3d 1104, 1109.)

18 Notwithstanding the foregoing authorities, California courts have carved out exceptions to the
19 statutory and judicial language that illegal contracts are void and unenforceable based upon a variety of
20 public policy factors. (*See Kashani*, 118 Cal.App.4th at 541.) In determining whether an illegal contract
21 may be enforceable:

22 The courts often make a distinction between acts which are malum in se and those which
23 are malum prohibitum in that the acts of the former character are viewed as rendering the
24 agreement **absolutely void** in the sense that no right or claim can be derived from them,
25 while acts of the latter character render the agreement void or voidable according to the
26 nature and effect of the act prohibited. Agreements malum in se include all those of an
27 immoral character, those which are inequities in themselves, and those opposed to sound
28 public policy or designed to further a crime or obstruct justice.

29 *Vitek, Inc. v. Alvarado Ice Palace, Inc.* (1973) 34 Cal.App.3d 586, 593 (emphasis added); *see Asdourian*
30 *v. Araj* (1985) 38 Cal.3d 276, 293 (in banc) (describing malum in se agreements similarly).

31 In *Asdourian*, the California Supreme Court considered whether a contractor was barred under
32 BPC § 7159 from recovering compensation for completed home improvement work under a contract that

1 violated that section because it was not in writing. (Asdourian at 289.) The court in deciding to enforce
2 the contract, citing *Vitek* with approval, recognized that “a contract made in violation of § 7159 does not
3 involve the kind of illegality which automatically renders an agreement void. The contracts at issue were
4 not malum in se. They were not immoral in character, inherently inequitable or designed to further a
5 crime or obstruct justice.... Rather, the contracts were malum prohibitum, and hence only voidable....”
6 (*Id.* at 293 (emphasis added).)

7 In *Chateau*, plaintiff and defendant entered into a partnership for the purpose of renting
8 apartments to prostitutes. (*Chateau v. Singla* (1896) 114 Cal. 91, 92.) Plaintiff commenced an action in
9 equity against defendant to dissolve their partnership, for the appointment of a receiver, for a statement
10 of accounts, and generally for the closing up of the business of the partnership. (*Id.* at 91.) Defendant
11 answered plaintiff’s complaint by stating that the partnership was illegal, against good morals, and against
12 public policy in that the partnership’s purpose was for the carrying on of brothels. (*Id.* at 92.) The trial
13 court held the agreement was not illegal and issued a decree in favor of plaintiff. (*Id.* at 93.) The court’s
14 reasoning was that the partners were landlords, not participants of the business of prostitution, and the
15 business was “allowed by the police authorities of the city and county of San Francisco.” (*Id.* at 93.)

16 The California Supreme Court reversed the decision, saying: “It is difficult to see how the court,
17 in view of the evidence and of the law, could have found that the copartnership business was not illegal,
18 against good morals, and against public policy.” (*Id.* at 93.) The court found the agreement illegal because
19 Penal Code § 316 made it a misdemeanor to let any apartment knowing that it would be used for the
20 purpose of assignation or prostitution. (*Id.*) In regard to the trial court’s reasoning that the police permitted
21 the illegal business, the court said it is “meaningless.” (*Id.* at 94.) “Public policy is not made or unmade
22 by the acts or omissions of a police department, nor will it be contended that the police department may
23 abrogate a penal statute or annul an express mandate of the law.” (*Id.*)

24 Here, Austin has never disputed her acts that constitute crimes. She just argues that her acts are
25 not criminal. It is difficult to see how this and previous courts, in view of the evidence and of the law,
26 could have found that Austin filing fraudulent documents with licensing agencies for the secret,
27 undisclosed ownership of dispensaries by prohibited individuals was not and is not illegal, against good
28 morals, and against public policy.

1 Plaintiffs filed this motion and will continue to do so because the “**courts cannot validate**
2 **ongoing illegality.**” (*Fontana Redevelopment Agency v. Torres* (2007) 153 Cal. App. 4th 902, 913
3 (emphasis added).) “Furthermore, even when an illegal act may be immune from facial attack, it can be
4 challenged under new factual circumstances.” (*Id.*) The Zamora affidavit is new direct evidence that
5 Austin knew and undertook her actions with criminal intent. The evidence provided by Plaintiffs
6 regarding the death of Mr. Sherlock, that he was murdered, should horrify, and in every conceivable
7 scenario, require that this Court look at the EVIDENCE and not the prior rulings or self-serving legal
8 conclusions by Austin and her equally liable attorneys (because they have maintained this sham litigation,
9 ratified the Antitrust Conspiracy and therefore now coconspirators).

10 The Sherlock Family will never give up until at the very least an impartial court looks at the
11 evidence of Mr. Sherlock’s murder in a proceeding that has already established that the Strawman
12 Practice is illegal.

13 **II. Alternatively, Plaintiffs request that the Court order a hearing on shortened time given**
14 **the serious nature of the UNCONTESTED facts set forth in the motion that prove that**
15 **Austin is violating the CSA and countless other federal, state and local laws and court**
16 **orders.**

17 The Court has to just ask one question at the hearing: how can Geraci lawfully apply for a cannabis
18 permit in the name of Berry via the Strawman Practice? If Austin cannot provide an answer, then the
19 court just needs to ask, does Geraci and Berry’s conspiracy to sell cannabis in violation of the law become
20 lawful because they chose to use an attorney for the application/petition to the City of San Diego? The
21 answer to that is no as well.

22 However, if the Court chooses to not stop the ongoing drug sales by multiple clients of Austin,
23 which she admits have acquired ownership via the Strawman Practice, then Plaintiffs request the Court
24 deem the motion the moving papers and order a hearing on shortened time. Plaintiffs need just two days
25 to file their reply.

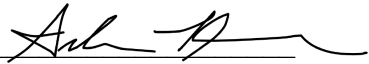
26 CONCLUSION

27 The opening brief is clear that a void judgment and order cannot be enforced. The court should
28 grant the relief sought by the Plaintiffs and vacate the judgement granting dismissal of Gina Austin based
on ANTI-SLAPP because her actions are illegal and not protected.

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DATED: May 22, 2024

Respectfully Submitted,

By: 
Andrew Flores
Attorney for Plaintiffs'
Amy Sherlock, T.S., S.S.