

1 TREVOR HILL
2 7890 HAMILTON POOL DRIVE
3 LAS VEGAS, NV 89113
4 *In Pro Per*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 03 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

8
9 **SUPERIOR COURT OF ORANGE COUNTY**
10 **CENTRAL JUSTICE CENTER**

11 TREVOR HILL,
12 Plaintiff,

13 vs.

14 NICHOLAS DELFRANCO, an individual;
15 TIFFANY REY aka TIFFANY RAY, an
16 individual,

17 Defendants

Case No.:

30-2021

01229381

COMPLAINT FOR:

Assigned for All Purposes

1) FRAUD

JUDGE THEODORE HOWARD

2) CONVERSION

18
19 Plaintiff complains and for causes of action alleges as follows:

20 **I. INTRODUCTION**

21 1. Hill brings this action as a result of Defendant, Nicholas Delfranco's ("Delfranco's")
22 fraudulent and unfair business practices. Delfranco has engaged in a pattern and practice of
23 purchasing products from Hill upon misrepresentations about when payment would be made
24 and future production profit share.

25
26 2. In addition, Delfranco has made numerous false promises to pay and then presented
27 a worthless check by knowingly writing a check upon an account without sufficient funds
28

1 to pay.

2 3. On or about August of 2019, Hill delivered 110 lbs of licensed CBD seed ("Farm
3 Supplies") for Defendants to plant, farm, harvest, and sell, for which, Hill would receive
4 50% of the profits.
5

6 4. On November 24, 2019, Hill visited the farms only to find dead brush that was never
7 harvested. In addition, hardly any plants were in existence when compared to the total
8 number of seeds provided.

9 5. Delfranco makes only excuses that don't add up to facts.

10 6. Defranco's long time girlfriend and mother to his child, Tiffany Rey aka Tiffany Ray
11 ("Ray") also is part of the scheme and helps move the money that Delfranco steals from his
12 victims.
13

14 7. Because there is no explanation as to how over \$825,000 in inventory has
15 disappeared, Hill has filed this complaint.
16

17 **II. PARTIES**

18 A) Defendant Nicholas Delfranco ("Delfranco"), is, and at all times herein mentioned was,
19 a resident in of the City of Irvine, County of Orange, State of California.

20 B) Plaintiff, Trevor Hill, is, and at all time herein mentioned is a resident of the City of Las
21 Vegas, County of Clark, State of Nevada.
22

23 **III. JURISDICTION**

24 8. Jurisdiction over Delfranco is proper under California Code of Civil Procedure §410.10.
25
26
27
28

1 9. This Court has general personal jurisdiction over Delfranco because he has had
2 substantial and continuous contacts with California, living in a residence located in Laguna
3 Beach, CA.

4 IV. FACTUAL ALLEGATIONS

5
6 10. On or about August of 2019, Plaintiff had the farm supplies delivered to
7 Delfranco with a promise by Defendant to pay for the merchandise in 10 days.

8 11. Delfranco, despite several demands, failed to make any payments whatsoever. In
9 fact, Defendant has had Plaintiff show up on numerous occasions, driving hundreds of miles
10 each time, to various places with a promise to pay all or part of the debt owed.

11 12. Plaintiff contacted Defendant addressing this concern, to which, Defendant
12 reassured, promised, and represented that there would be no problem with the check clearing.
13

14 13. Defendant's check was returned for Non-Sufficient Funds ("NSF") (Exhibit 2).
15

16 14. Plaintiff then drove to one of the farms over 1000 miles away on November 23rd
17 through the 25th because Defendant said harvest was happening soon.

18 15. Upon arrival, he found that only 70 acres had been planted for 1000 acres worth
19 of product.

20 16. When inquired about what happened to the rest of the product, there was no real
21 answer other than some of the product was available to be returned.

22 17. Plaintiff contacted the person, Chuck Parker, who was responsible for harvesting
23 to find out why it hasn't happened. The response was that Defendant hadn't paid him either.
24
25
26
27
28

1 18. To date, a very small portion of the product has been returned. This Complaint
2 addresses what was received and presumably used by Defendant for his own purposes other
3 than what was promised.
4

5 **V. FIRST CAUSE OF ACTION**
6 **(For Fraud)**
7

8 19. Plaintiff incorporates and re-alleges every allegation set forth in the prior
9 paragraphs.

10 20. Defendant misrepresented his intent to pay for the merchandise received from
11 Plaintiff.

12 21. Defendant misrepresented the availability of funds to cover the check, #2003,
13 written to Plaintiff on September 18, 2019.
14

15 22. Plaintiff relied upon the misrepresentation to his detriment and the detriment of
16 his vendors.

17 23. When the defendant made these representations, he knew them to be false, and
18 these representations were made by Defendant with the intent to defraud and deceive plaintiff
19 and with the intent to induce Plaintiff to further delay any collections.
20

21 24. Defendant knew the failure to pay Plaintiff was harming Plaintiff's relationship
22 with his own vendors.

23 25. Defendant attempted to 'cover his tracks' by claiming a fraud alert had been
24 placed upon his account and kept the funds from clearing. This is false. Had a fraud alert been
25 placed, a different rejection notice would have been made other than NSF.
26
27
28

1 26. Plaintiff, at the time this promise was made and at the time Plaintiff took the
2 actions herein alleged, was ignorant of defendant's secret intention not to perform and Plaintiff
3 could not, in the exercise of reasonable diligence, have discovered Defendant's secret intention.
4 In reliance on these representations, Plaintiff was induced to and did accept a worthless form
5 of payment.
6

7 27. As a proximate result of Defendant's fraud and deceit and the facts herein alleged,
8 Plaintiff was harmed by reason of which Plaintiff has been damaged in the sum of \$42,035.00.
9

10 28. In doing the acts herein alleged, Defendant acted with oppression, fraud, and
11 malice, and Plaintiff is entitled to punitive damages in the sum of \$120,000.
12

13 **SECOND CAUSE OF ACTION**
14 **(Conversion)**

15 29. Plaintiff incorporates and re-alleges every allegation set forth in the prior
16 Paragraphs.

17 30. Defendants willfully interfered with Plaintiff's rights to his personal property.
18 Defendant has willfully interfered through a fraudulent scheme involving the purchase of farm
19 supplies with full knowledge that he wouldn't pay for, use for the joint purpose agreed to
20 between the parties, and thereby stealing not just the supplies but the profits as well.
21

22 31. Defendants diverted all product not used for a joint venture to his own personal
23 use and gain.

24 32. There were enough supplies to harvest 800 acres of product. Only 70 acres were
25 planted in one field and 100 acres in another.
26
27
28

33. Defendants' intentional and deceitful acts enabled him to dispose of the property in a manner inconsistent with Plaintiff's property rights. These property rights include the sharing of profits from the use of the farm supplies.

34. Defendant's unauthorized sale and transfer of Plaintiff's property caused substantial damages to Plaintiff.

35. WHEREFORE, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray judgment against Defendant, as follows:

1. For actual damages as to the product received and not returned in the sum of \$825,000.
2. For costs of suit incurred herein; and,
3. For such other and further relief as the court may deem proper.

Dated: October 28, 2021


Trevor Hill, Plaintiff

VERIFICATION

I, Trevor Hill, am the Plaintiff in the above-entitled action. I have read the foregoing and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Las Vegas, Nevada.

DATED: October 28, 2021


Trevor Hill, Plaintiff