IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA

TRULIEVE, INC.,

Plaintiff,

v. Case No. 2025-CA001071-CAAXES

NATHAN JUREWICZ,

Defendant.
_____/

Filed For Record
Pasco County, Florida
2026 MAY 14 PM 5:10
Nikki Alvarez-Sowles
Clerk & Auditor
Pasco County, Florida

DEFENDANT'S NOTICE OF SUPPLEMENTAL AUTHORITY AND RECENT PUBLIC DEVELOPMENTS RELEVANT TO PENDING MOTIONS

Defendant Nathan Jurewicz, pro se, respectfully submits this Notice of Supplemental Authority and Recent Public Developments to bring to the Court's attention two significant public developments that postdate the briefing on the pending motions in this case and bear materially on the issues now before the Court. The first is an antitrust enforcement action filed against Plaintiff Trulieve, Inc. and eight other multistate cannabis operators by the Attorney General of the State of Ohio. The second is a series of formal regulatory enforcement actions by three Florida state agencies arising from Plaintiff's industrial cannabis cultivation facility located in Jefferson County, Florida—the same facility expressly referenced in Plaintiff's Complaint at Paragraph 11(e). In other words, the very facility Plaintiff sued Defendant for reporting on is now the subject of formal enforcement action by three Florida state agencies. The underlying public documents are attached as Exhibits A through D.

I. THE OHIO ATTORNEY GENERAL'S ANTITRUST ACTION AGAINST PLAINTIFF

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On February 5, 2026, the Attorney General of the State of Ohio, Dave Yost, filed an antitrust enforcement action in the Franklin County, Ohio, Court of Common Pleas against Plaintiff Trulieve, Inc. and eight other multistate cannabis operators. The action is captioned *State of Ohio ex rel. Dave Yost, Attorney General v. Ascend Wellness Holdings, Inc., et al.*, Case No. 26CV001146, Franklin County, Ohio, Court of Common Pleas (filed Feb. 5, 2026) (the "Ohio Action"). A copy of the Complaint in the Ohio Action is attached as Exhibit A. The Complaint is also publicly available on the website of the Ohio Attorney General. This Court may take judicial notice of the existence and content of the Ohio Action as a public court filing in a sister state. *See* Fla. Stat. § 90.202(6).

The Ohio Action alleges that Plaintiff and its co-defendants violated Ohio's Valentine Act, Ohio Rev. Code Chapter 1331—Ohio's antitrust statute—by engaging in coordinated anti-competitive practices, as set forth in the Complaint. According to the Complaint in the Ohio Action, the case arose from an October 2024 tip received from an Ohio cannabis industry employee. Following an investigation, the Ohio Attorney General concluded there was sufficient basis to allege that Plaintiff and the other named defendants combined and conspired to limit the availability of independent Ohio cannabis companies' products to Ohio consumers, and that the alleged conduct extends beyond Ohio to other states in which the defendants operate.

The Ohio Action seeks injunctive relief, statutory penalties, and attorney's fees. The named defendants are Ascend Wellness Holdings, Inc.; Ayr Wellness Inc.; The Cannabist Company Holdings Inc.; Cresco Labs Inc.; Curaleaf Holdings, Inc.; Green Thumb Industries Inc.; Jushi Holdings Inc.; Trulieve Cannabis Corp.; and Verano Holdings Corp.

II. THE FLORIDA REGULATORY ENFORCEMENT ACTIONS AGAINST

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PLAINTIFF'S JEFFERSON COUNTY FACILITY

In April 2026, three separate Florida state agencies took formal regulatory action concerning Plaintiff's industrial cannabis cultivation facility located at 1948 Capps Highway, Monticello, Florida, in Jefferson County (the "Trulieve Jefferson Facility"). This is the same facility expressly identified in Plaintiff's Complaint at Paragraph 11(e), where Plaintiff alleges that Defendant's October 3, 2024 social media post about that facility was false and defamatory.

A. Suwannee River Water Management District Notice of Non-Compliance.

On April 17, 2026, the Suwannee River Water Management District ("SRWMD") issued a formal Notice of Non-Compliance to Plaintiff concerning the Trulieve Jefferson Facility, a copy of which is attached as Exhibit B. Following inspections of the facility on April 10, 2026 and April 15, 2026, SRWMD documented multiple apparent violations of the facility's Environmental Resource Permit, including: (i) unpermitted impervious surfaces not accounted for in runoff calculations; (ii) standing water in the stormwater pond; (iii) erosion; (iv) discharged water flowing for a period greater than 30 days after the most recent rain event; and (v) excessive pollutants identified through water quality samples and water flow analysis. SRWMD required Plaintiff to submit a maintenance plan from its engineer of record by April 24, 2026, or face daily fines until proper remedies are in place.

B. Florida Department of Environmental Protection Enforcement Investigation.

On April 20, 2026, the Florida Department of Environmental Protection ("FDEP"), Northwest District, issued a letter to Eric Powers, Manager of Trulieve Capps Highway, LLC, concerning the Trulieve Jefferson Facility, a copy of which is attached as Exhibit C. The letter, signed by Northwest District Director Elizabeth Mullins Orr, documents that FDEP conducted an industrial

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wastewater inspection at the facility on April 15, 2026, and observed "possible violations of Chapter 403, Florida Statutes, and Chapter 62-620, Florida Administrative Code," including "[o]peration of a wastewater facility or activity which discharges wastes into waters without a valid permit issued by the Department." The letter advises that such violations "may result in liability for damages and restoration, and the judicial imposition of civil penalties up to $15,000.00 per day per violation, pursuant to sections 403.121, 403.141, and 403.161, Florida Statutes." The FDEP letter constitutes a preliminary regulatory action by the agency identifying potential violations of Florida environmental law.

C. Florida Department of Health Water Testing Response.

The Florida Department of Health has established a temporary distribution site for free water testing kits for residents living near the Trulieve Jefferson Facility, located at Dollar General on West Capps Highway in Monticello. This action followed reports from area residents concerning declining water quality, persistent odors, and potential contamination of local waterways including the Lake Miccosukee basin.

D. Legislative and Local Government Response.

State Representative Allison Tant (D-Tallahassee) and State Representative Jason Shoaf (R-Port St. Joe), members of the Florida House of Representatives, have publicly called for additional water testing and closer oversight of the Trulieve Jefferson Facility. On or about April 18, 2026, Representative Tant publicly disseminated a copy of the SRWMD Notice of Non-Compliance through her official Facebook page (available at https://www.facebook.com/share/p/1EpGBtkWFB/), thereby placing the document in the public record and signaling the engagement of an elected state official with the matter. A true and correct screenshot of

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Representative Tant's public Facebook post is attached as Exhibit D. The Jefferson County Board of County Commissioners voted to send a formal letter to the local legislative delegation requesting that they contact FDEP and other regulatory organizations to conduct investigations into possible pollutants and other issues at the facility.

The existence and content of these regulatory actions and public proceedings have been extensively reported by Florida news media, including the Tallahassee Democrat, Tallahassee Reports, WCTV, and ECB Publishing. The underlying regulatory documents themselves are public records of Florida state agencies of which this Court may take judicial notice. *See* Fla. Stat. § 90.202(5).

Defendant emphasizes that he is not asking this Court to take judicial notice of the truth of the underlying regulatory findings or of the Ohio Attorney General's allegations. Defendant submits the existence of these public proceedings—filed by independent government bodies with no commercial interest adverse to Plaintiff—for the limited and proper purposes set forth below.

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III. RELEVANCE TO PENDING MOTIONS

The convergence of public regulatory action against Plaintiff in Florida and Ohio bears materially on three categories of issues now pending before this Court.

A. Plaintiff's Status as a Limited-Purpose Public Figure (Motion to Dismiss).

In Defendant's Motion to Dismiss and Supplemental Memorandum in Support, Defendant has argued that Plaintiff is, at minimum, a limited-purpose public figure with respect to cannabis regulation, public health, and the conduct of large multistate cannabis operators. *See Gertz v. Robert Welch, Inc.*, 418 U.S. 323, 351 (1974). The actions of the Ohio Attorney General, the Florida SRWMD, FDEP, FDOH, the Florida Legislature, and the Jefferson County Board of

County Commissioners confirm that Plaintiff is at the center of an ongoing, nationally and locally significant public controversy regarding its business and environmental practices. The public controversy surrounding Plaintiff is not confined to Defendant's speech.

B. Matter of Public Concern (Motion to Dismiss and Anti-SLAPP Analysis).

In opposition to dismissal, Plaintiff has urged this Court to characterize Defendant's reporting as "commercial speech" entitled to reduced First Amendment protection. The public record makes that characterization untenable. Three Florida state agencies and the Ohio Attorney General's Office—public officers with no commercial interest adverse to Plaintiff—have independently concluded that there is a basis to investigate concerns about Plaintiff's conduct.

Speech that "cannot be characterized merely as proposals to engage in commercial transactions" is not commercial speech and receives full First Amendment protection. *Bolger v. Youngs Drug Products Corp.*, 463 U.S. 60, 66 (1983). Defendant's reporting on alleged environmental violations, worker safety, and product contamination at a regulated cannabis facility—matters now under formal investigation by three Florida agencies—falls squarely within the heartland of speech on matters of public concern. As the Supreme Court has held, "speech on public issues occupies the highest rung of the hierarchy of First Amendment values, and is entitled to special protection." *Snyder v. Phelps*, 562 U.S. 443, 452 (2011) (internal quotation marks omitted).

The public concern is not academic—it involves alleged unpermitted wastewater discharges, excessive pollutants, and risks to local drinking water sources serious enough that the Florida Department of Health has begun distributing free water testing kits to area residents. This is precisely the type of speech the Florida Anti-SLAPP statute, Fla. Stat. § 768.295, was enacted to protect.

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C. The Journalist's Privilege and the Importance of Confidential Sources (Motion to Compel and Motion for Protective Order).

The Ohio Action was initiated based on information from a cannabis industry insider who came forward to a state law enforcement office. The Florida regulatory actions arose, in part, from residents and former insiders raising concerns publicly and privately. These are the same categories of sources that Defendant has cultivated and protected in the course of his reporting. The current proceedings demonstrate, in real and immediate terms, why confidential industry and community sources are essential to public-interest accountability journalism and to government enforcement alike, and why the qualified journalist's privilege under Fla. Stat. § 90.5015 and the First Amendment must be vigorously protected.

If insiders within regulated industries and concerned community members cannot communicate with journalists in confidence without fear that their identities will later be exposed through civil discovery brought by the subject of the reporting, the flow of information to the public and to government oversight bodies will be impaired. The proceedings described above are present-day demonstrations of the public interest at stake.

D. The SLAPP Harm This Court Is Being Asked to Sanction.

Plaintiff's aggressive pursuit of confidential source identities through this defamation action—at the very moment when government enforcement bodies are independently investigating the same conduct Defendant has reported on—illustrates precisely why the journalist's privilege exists and why the Florida Anti-SLAPP statute was enacted. Compelling disclosure here would not merely chill Defendant's reporting; it would signal to industry insiders and concerned community members across Florida that confidential communications with journalists may be unearthed

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through civil discovery by powerful corporate plaintiffs whose conduct is the very subject of the reporting. That is the SLAPP harm Fla. Stat. § 768.295 is designed to prevent, and it is the chilling effect the qualified journalist's privilege under Fla. Stat. § 90.5015 was enacted to forestall.

IV. CONCLUSION

Defendant submits this Notice to apprise the Court of significant public developments postdating the briefing on the pending motions. The existence of the Ohio Action and the Florida regulatory enforcement actions does not, by itself, decide any issue before this Court. It does, however, reinforce the conclusions Defendant has urged in his Motion to Dismiss, Supplemental Memorandum in Support of Motion to Dismiss, Opposition to Plaintiff's Motion to Compel, Supplemental Memorandum in Opposition to Motion to Compel, and Motion for Protective Order: that Plaintiff is at the center of a substantial and continuing public controversy, that Defendant's reporting addresses matters of profound public concern, and that the qualified journalist's privilege must be protected.

Exhibits. The following public documents are attached as exhibits to this Notice:

Exhibit A: Complaint in *State of Ohio ex rel. Dave Yost, Attorney General v. Ascend Wellness Holdings, Inc., et al.*, Case No. 26CV001146, Franklin County, Ohio, Court of Common Pleas (filed Feb. 5, 2026).

Exhibit B: Suwannee River Water Management District Notice of Non-Compliance dated April 17, 2026, concerning the Trulieve Jefferson Facility.

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Exhibit C: Florida Department of Environmental Protection letter dated April 20, 2026, from Northwest District Director Elizabeth Mullins Orr to Eric Powers, Manager of Trulieve Capps Highway, LLC.

Exhibit D: Screenshot of public Facebook post by Florida State Representative Allison Tant on or about April 18, 2026, available at https://www.facebook.com/share/p/1EpGBtkWFB/, publicly disseminating the SRWMD Notice of Non-Compliance and calling for additional oversight of the Trulieve Jefferson Facility.

Respectfully submitted,

Dated: May 14th, 2026

/s/ Nathan Jurewicz

Nathan Jurewicz, Pro Se

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Lutz, FL 33549

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the Florida Courts E-Filing Portal to all counsel of record, including: Shannon B. Timmann, Esq. (shannon.timmann@mwpp.com); Megan L. Meier, Esq. (megan.meier@mwpp.com); Devin K. Bolger, Esq. (devin.bolger@mwpp.com); Hannah Menchel, Esq. (hannah.menchel@mwpp.com), Meier Watkins Phillips Pusch LLP, 1120 20th Street, NW, Suite 550, Washington, DC 20036; and Melanie Leitman, Esq. (mleitman@stearnsweaver.com); Andreka Ruddock (aruddock@stearnsweaver.com), Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., 106 East College Avenue, Suite 700, Tallahassee, Florida 32301, on this 14th day of May, 2026.

/s/ Nathan Jurewicz

Nathan Jurewicz, Pro Se

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EXHIBIT A

Complaint

State of Ohio ex rel. Dave Yost, Attorney General v. Ascend Wellness Holdings, Inc., et al.

Case No. 26CV001146
Franklin County, Ohio,
Court of Common Pleas

Filed February 5, 2026

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IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

State of Ohio ex rel. Dave Yost,
Attorney General of Ohio
30 East Broad St., 26th Floor
Columbus, OH 43215

Case No.: _____

Judge _____

Plaintiff,

v.

Ascend Wellness Holdings, Inc.
44 Whippany Rd. Suite 101
Morristown, NJ 07960

Also serve:
Hemma, LLC
Attn: Corporation Service Company
1160 Dublin Rd., Suite 400
Columbus, OH 43215

Ayr Wellness Inc.
2601 South Bayshore Drive, Suite 900
Miami, FL, 33133

Also serve:
AYR Wellness
Attention: Corporate Creations Network Inc.
119 E. Court Street
Cincinnati, OH 45202

Complaint for Injunctive Relief and Civil Forfeiture

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The Cannabist Company Holdings Inc.
321 Billerica Rd., Suite 204
Chelmsford, MA 01824

Also serve:
Columbia Care OH LLC
Attn: Corporation Service Company
1160 Dublin Road, Suite 400
Columbus, OH 43215

Cresco Labs Inc.
600 W Fulton St Suite 800
Chicago, IL 60661

Also serve:
Cresco Labs Ohio, LLC
Attn: Cogency Global Inc
3958-D Brown Park Drive
Hilliard, OH 43026

Curaleaf Holdings, Inc.
290 Harbor Drive
Stamford, CT 06902

Also serve:
Curaleaf OGT, Inc.
Attn: Corporation Service Company
1160 Dublin Road, Suite 400
Columbus, OH 43215

Green Thumb Industries Inc.
325 West Huron Street, Suite 700
Chicago, IL 60654

Also serve:
GTI Ohio LLC
4400 Easton Commons,
Suite 125
Columbus, OH 43219

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Jushi Holdings Inc.
301 Yamato Road, Suite 3250
Boca Raton, FL 33431

Also serve:
Jushi OH, LLC
Attn: Business Filings Incorporated
4400 Easton Commons,
Suite 125
Columbus, OH 43219

Trulieve Cannabis Corp.
6749 Ben Bostic Road
Quincy, FL 32351

Also serve:
Trulieve OH, Inc.
Attn: Corporation Service Company
1160 Dublin Road, Suite 400
Columbus, OH 43215

Verano Holdings Corp.
224 W Hill Street, Suite 400
Chicago, IL 60610

Also serve:
Mother Grows Best, LLC
Attn: Universal Registered Agents, Inc.
3958-D Brown Park Dr
Hilliard, OH 43026

Defendants.

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NATURE OF THE ACTION

1. In only one year since fully legalizing marijuana, Ohio's legal cannabis market reached over $700 million in sales. Industry professionals and participants generally agree: Ohio's cannabis market is projected to increase even more.

2. The lure of success in Ohio's growing cannabis market has attracted large, multistate cannabis operators to eagerly clamber for Ohio consumer dollars. But these multistate operators aren't clambering to participate in the competition; they're actively suppressing it.

3. Nine multistate cannabis operators—Ascend, Ayr, Cannabist, Cresco, Curaleaf, GTI, Jushi, Trulieve, and Verano—have combined and conspired to form cartels to limit the availability of independent Ohio cannabis companies' products to Ohio consumers. These cartels achieve this objective through quid pro quo supply agreements, sharing of competitively sensitive non-public information, and discriminatory distribution practices.

4. These cannabis cartels' goal is straightforward: eliminate independent Ohio rivals and keep Ohio cannabis prices artificially elevated compared to declining prices in other states.

5. These nine multistate cannabis operators have a history of using these cartels to harm cannabis competition in other states, not just Ohio. They have systematically leveraged their operations in other states to diminish competition, and now they are applying the same anticompetitive strategies in Ohio. Until now, the cartels' activities have gone unchallenged.

6. The Ohio Attorney General brings this action to enforce Ohio's antitrust law by uprooting Defendants' secret and anticompetitive conduct that is suppressing free market forces in Ohio's cannabis market.

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JURISDICTION AND VENUE

7. The State of Ohio brings this action to prevent and restrain violations of Ohio Revised Code §§ 1331.01, *et seq.* This Court has subject matter jurisdiction over this action pursuant to Ohio Revised Code §§1331.03 and 1331.11.

8. The State of Ohio further brings this action for injunctive relief pursuant to Ohio Revised Code §109.81.

9. This Court has personal jurisdiction over Defendants because they regularly transact business in Ohio, contract to supply goods and services within Ohio, have caused tortious injury by acts or omissions in Ohio, and have caused tortious injury in Ohio by acts or omissions outside the State directed at Ohio while regularly doing or soliciting business, engaging in other persistent courses of conduct, and deriving substantial revenue from goods used or consumed or services rendered in Ohio.

10. Venue is proper in this county pursuant to Ohio Revised Code §§1331.11, 1331.12, R. Civ. Pro. 3(C)(3), 3(C)(6), and 3(F).

THE PARTIES

11. As the chief law enforcement officer for the State of Ohio, the Ohio Attorney General brings this action in a sovereign capacity on behalf of the State of Ohio. For purposes of this enforcement action, the Ohio Attorney General is the only plaintiff party, and no other Ohio state agency is a named plaintiff. Ohio Revised Code §9.59.

12. Pursuant to Ohio Revised Code §1331.11, the Ohio Attorney General is authorized to institute and prosecute actions on behalf of Ohio to enforce the provisions and remedies of Ohio's antitrust laws, codified in Ohio Revised Code Chapter 1331. Pursuant to Ohio

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Revised Code §109.81, the Ohio Attorney General is authorized to do all things necessary to properly conduct any antitrust case and to seek equitable relief as provided in Ohio Revised Code §§109.81 and 1331.11.

13. Ascend Wellness Holdings, Inc. ("Ascend") is a corporation organized and existing under the laws of Delaware, with its principal place of business in New Jersey. Ascend owns and operates subsidiary cannabis facilities in Ohio such as HEMMA, LLC, Marichron Pharma LLC, Ohio Patient Access, LLC, and Ohio Cannabis Clinic, LLC. Ascend is engaged in the business of, *inter alia*, cultivating, processing, and dispensing medical and adult-use cannabis products in various states, including Ohio.

14. Ayr Wellness, Inc. ("Ayr") is a corporation organized and existing under the laws of British Columbia, with its principal place of business in Florida. Ayr owns and operates subsidiary cannabis facilities in Ohio such as Parma Wellness Center, LLC, AYR Wellness, Daily Releaf, LLC, Twice the Wellness, LLC, Good Day Dispensary, LLC, and Heaven Wellness, LLC. Ayr is engaged in the business of, *inter alia*, cultivating, processing, and dispensing medical and adult-use cannabis products in various states, including Ohio.

15. The Cannabist Company Holdings Inc. ("Cannabist") is a corporation organized and existing under the laws of British Columbia, with its principal place of business in Massachusetts. Cannabist owns and operates subsidiary cannabis facilities in Ohio such as Columbia Care OH LLC, Corsa Verde, LLC, CannAscend Ohio Processing, LLC, Green Leaf Medical of Ohio II, LLC, Cannascend Alternative, LLC and Cannascend Alternative Logan, LLC. Cannabist is engaged in the business of, *inter alia*, cultivating, processing, and dispensing medical and adult-use cannabis products in various states, including Ohio.

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16. Cresco Labs Inc. ("Cresco") is a corporation organized and existing under the laws of British Columbia, with its principal place of business in Illinois. Cresco owns and operates subsidiary cannabis facilities in Ohio such as Cresco Labs Ohio, LLC, Care Med Associates, LLC, Verdant Creation Marion, LLC, Verdant Creations Chillicothe, LLC, and Verdant Creations Newark, LLC. Cresco is engaged in the business of, *inter alia*, cultivating, processing, and dispensing medical and adult-use cannabis products in various states, including Ohio.

17. Curaleaf Holdings, Inc. ("Curaleaf") is a corporation organized and existing under the laws of British Columbia, with its principal place of business in Vancouver, BC. Curaleaf owns and operates subsidiary cannabis facilities in Ohio such as Curaleaf OGT, Inc., RC Retail 2, LLC, Curaleaf Cuyahoga Falls, LLC, and Curaleaf Newark, LLC. Curaleaf is engaged in the business of, *inter alia*, cultivating, processing, and dispensing medical and adult-use cannabis products in various states, including Ohio.

18. Green Thumb Industries Inc. ("GTI") is a corporation organized and existing under the laws of British Columbia, with its principal place of business in Illinois. GTI owns and operates subsidiary cannabis facilities in Ohio such as GTI Ohio, LLC. GTI is engaged in the business of, *inter alia*, cultivating, processing, and dispensing medical and adult-use cannabis products in various states, including Ohio.

19. Jushi Holdings Inc. ("Jushi") is a corporation organized and existing under the laws of British Columbia, with its principal place of business in Florida. Jushi owns and operates subsidiary cannabis facilities in Ohio such as OhiGrow LLC, Franklin Bioscience OH, LLC, Jushi RJK OH, LLC, Campbell Hill Ventures, LLC, Canoe Hill Ohio LLC, OhiGrow Retail, LLC, Statewide Property Holdings Ohio, LLC, and Jushi SPH OH, LLC. Jushi is

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engaged in the business of, *inter alia*, cultivating, processing, and dispensing medical and adult-use cannabis products in various states, including Ohio.

20. Trulieve Cannabis Corp. ("Trulieve") is a corporation organized and existing under the laws of British Columbia, with its principal place of business in Florida. Trulieve owns and operates subsidiary cannabis facilities in Ohio such as Harvest Grows, LLC, Trulieve OH, Inc., and Harvest of Ohio, LLC. Trulieve is engaged in the business of, *inter alia*, cultivating, processing, and dispensing medical and adult-use cannabis products in various states, including Ohio. As of the filing of this Complaint, Trulieve does not own a processing plant in Ohio. Instead, Trulieve has an operating agreement with an Ohio processor to manufacture Trulieve-branded cannabis products.

21. Verano Holdings Corp. ("Verano") is a corporation organized and existing under the laws of British Columbia, with its principal place of business in Illinois. Verano owns and operates subsidiary cannabis facilities in Ohio such as Mother Grows Best, LLC, GreenRx, LLC, Ohio Natural Treatment Solutions, LLC, Mother Know's Best, LLC, Glass City Alternatives, LLC and Mad River Remedies, LLC. Verano is engaged in the business of, *inter alia*, cultivating, processing, and dispensing medical and adult-use cannabis products in various states, including Ohio.

22. At all relevant times in this Complaint, all Defendants have transacted business in or affecting Ohio.

23. Various other cannabis operators and individuals not named here as defendants have been parties to the agreements and combinations that form the basis of this Complaint's alleged violations.

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FACTUAL ALLEGATIONS

Background of Ohio's legal cannabis market

24. Cannabis is a uniquely regulated consumer product.

25. At the federal level, marijuana is still considered a Schedule I controlled substance, making its possession and consumption illegal under federal law. It is illegal to sell and distribute cannabis products across state lines.

26. Individual states, however, take different approaches with their state cannabis laws. As a result, cannabis production and retail sales operate at the intrastate level.

27. Ohio's legal cannabis market began in 2016 when the Ohio General Assembly passed House Bill 215 legalizing medical marijuana. Under this law, licensed Ohio entities could legally grow cannabis plants, and consumers could legally purchase certain forms of cannabis for certain recognized medical ailments.

28. In 2019, the Ohio General Assembly separately legalized hemp cultivation and cannabidiol (CBD) oil sales. While these products are similarly derived from the cannabis family, these products have significantly lower THC levels (the principal psychoactive component in cannabis) than the dominant cannabis products legalized for medicinal and recreational use.

29. In 2022, a majority of Ohio voters approved Issue 2, and adult use marijuana became legal for residents aged 21 years and older. Under this law, licensed Ohio entities could legally grow, process, and sell cannabis products, and consumers could legally purchase approved cannabis products for recreational consumption.

30. At the time of this Complaint, the State of Michigan is Ohio's only bordering state that has also fully legalized marijuana for both medicinal and recreational uses. The State of West

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Virginia, and the Commonwealths of Kentucky and Pennsylvania have legalized medicinal marijuana. The State of Indiana has not legalized marijuana for any purposes.

Ohio regulation of legal cannabis operations

31. All cannabis operations in Ohio are strictly regulated by state law.

32. When medical marijuana was legalized in 2016, the Ohio Department of Commerce established a Division of Marijuana Control to administer the Medical Marijuana Program governing cannabis operator licenses, patient and caregiver registrations, and other operating rules.

33. The eventual legalization of adult use marijuana led to the creation of the Division of Cannabis Control ("DCC") within the Ohio Department of Commerce. DCC performs nearly identical regulatory responsibilities for adult use cannabis operations as the previously established Division of Marijuana Control.

34. With cannabis now fully legal in Ohio for medical and adult use purposes, DCC currently functions as the main regulatory body for all cannabis operations in Ohio. In December 2025, Ohio Governor Mike DeWine signed Senate Bill 56 into law which largely consolidated and harmonized Ohio's medical and adult use cannabis laws, rolling the older Division of Marijuana Control into the DCC.

35. DCC oversees four types of cannabis operator licenses in Ohio: (1) cultivators; (2) processors; (3) dispensaries; and (4) testing laboratories.

36. A cultivator license is subdivided further into Level I and Level II cultivator license types. The difference between these license levels centers on the amount of square feet each cultivator may use to grow cannabis. Level I cultivator licenses are granted the largest square footage to grow cannabis.

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37. Cultivators grow cannabis plants for distribution either to processors or directly to dispensaries. Processors manufacture cannabis plants into cannabis products (often called "finished goods") such as edibles, tinctures, topicals, and other forms which they then distribute to dispensaries.

38. Cultivators and processors create cannabis product "brands" to appeal to Ohio consumers and to differentiate between competing cannabis products. Examples of cannabis brands sold in Ohio include Rythm, Savvy, Buckeye, and Mindy's Edibles.

39. Dispensaries are retail stores that sell cannabis products to Ohio consumers; Ohio cultivators and processors are prohibited from selling cannabis products directly to consumers.

40. Testing laboratories ensure Ohio cannabis products meet certain safety standards.

41. Ohio cannabis operators may simultaneously hold cultivation, processing, and/or dispensary licenses, resulting in an arrangement called vertical integration. Ohio cannabis operators are neither prohibited from vertical integration nor required to be vertically integrated.

42. As of the filing of this Complaint, Ohio law only applies three restrictions to vertical integration in Ohio: (1) no entity may hold more than 8 dispensary licenses, (2) no entity can hold more than 1 cultivator and 1 processor license at a time, and (3) no cultivator, processor, or dispensary can hold a testing laboratory license.

43. There is no statutory numerical limit to how many independent cannabis cultivator, processor, and testing laboratory operator licenses DCC can issue in Ohio. Prior to Senate Bill 56's enactment in December 2025, there was no statutory numerical limit to dispensary

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licenses in Ohio. Effective March 2026, there will be a statutory total dispensary license limit of 400.

44. Currently, there are 37 licensed cultivators, 46 licensed processors, 196 licensed dispensaries, and 8 licensed testing laboratories in Ohio.

The rise of vertically-integrated multistate cannabis operators

45. Accelerating state cannabis legalization trends has rapidly opened new market opportunities for cannabis operators. One effect of this trend includes the rise of multistate cannabis operators, colloquially called MSOs.

46. MSOs are companies that conduct cannabis operations in more than one state where cannabis can be legally sold and consumed. Many MSOs are large, publicly traded companies and are often completely vertically integrated across the cultivation, processing, and dispensing supply chain to distribute their branded cannabis products within a state.

47. Because interstate distribution of cannabis is illegal, this complete vertical integration characteristic—when legal under state law—can contribute to greater cannabis supply chain operations within a state.

48. Vertical integration for an MSO ensures that an MSO has a way to cultivate and process its branded cannabis products in each state. It also ensures a designated retail space to sell its products to state residents.

49. Since cannabis is an emerging and evolving industry, the number of MSOs nationwide has fluctuated over time. However, all nine Defendants are consistently identified by industry reports as some of the largest MSOs with operations in the United States.

50. All Defendants are licensed to conduct cannabis operations in Ohio and, with the exception of Trulieve, are fully vertically integrated across their respective supply chains in Ohio.

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51. Of the 60 Ohio counties that have cannabis dispensaries, 13 of those counties have only Defendants' dispensaries. An additional 7 counties have only one competing non-Defendant dispensary alternative.

52. In most of the Ohio counties containing only Defendants' dispensaries, Ohio consumers must travel anywhere from 25 – 45 miles to visit a non-Defendant dispensary.

53. While non-vertically integrated Ohio cannabis dispensaries understandably sell a variety of cannabis product brands to Ohio consumers, even Ohio dispensaries that are owned by MSOs sell rival cannabis products alongside their own company branded products.

54. The prohibition on interstate cannabis distribution, legal intrastate cannabis operations, and vertical integration have created a unique environment ripe for competitive abuse.

MSO anticompetitive acts

55. Beginning at least as early as January 2022 and continuing to the present, all Defendants have conspired unlawfully to restrain trade in Ohio's cannabis market through at least three anticompetitive strategies – (1) use of reciprocal supply agreements and dispensary shelf space allotments; (2) exchanging competitively sensitive non-public information; and (3) implementing discriminatory supply arrangements and promotional terms.

Reciprocal cannabis supply agreements and dispensary shelf space allotments

56. First, all Defendants leverage their MSO vertical integration status to enter into anticompetitive agreements with each other to supply their competing cannabis products in each other's dispensaries. Cannabis products include, but are not limited to, various forms of marijuana flower, vape cartridges and oils, tinctures, edibles, and topicals sold for medical or recreational use.

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57. These supply agreements take two forms: (1) national reciprocal supply agreements and (2) dispensary shelf space allotments.

58. The national reciprocal supply agreements between Defendants are often called Trade Balances.

59. The Trade Balances and other reciprocal supply agreements often leverage Defendants' operations in a number of states such as Arizona, Connecticut, Illinois, Maryland, Massachusetts, Michigan, Nevada, New Jersey, New York, Pennsylvania, Virginia, and West Virginia.

60. These quid pro quo agreements are created and structured as follows, as the example of Defendants Ascend and Verano shows:

    a. Ascend and Verano representatives meet in person or virtually before or at the start of a fiscal reporting quarter to discuss their competing national cannabis operations.

    b. At these meetings, high-level corporate executives agree to national reciprocal purchasing amounts for each month during a reporting quarter.

    c. These reciprocal purchase amounts are frequently allocated by state. For example, for the month of April, Ascend may agree to purchase $10,000 worth of Verano product in Massachusetts while Verano agrees to reciprocally purchase $10,000 worth of Ascend product in Ohio.

    d. Once the national supply agreements are reached, the individual state supply amounts are communicated to and executed by the Defendants' local sales and purchasing teams.

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e. When Defendants' local sales and purchasing teams run into issues meeting these purchase quotas, Defendants' high-level executives will often step in to work out solutions to meet their nationally agreed amounts.

61. Dispensary shelf space allotment agreements are often interrelated with the national reciprocal supply agreements. Defendant MSOs' national supply agreements inform how much Ohio dispensary shelf space is allotted between agreeing competitors. For example, at various times, Defendants GTI and Ascend have agreed that they will mutually stock 25% of their Ohio dispensary shelves with each other's cannabis products.

62. There is no commercial justification for Defendants to enter into purchasing quotas for each other's cannabis products, communicate with each other about future purchase and sale of products, or allocate shelf space for each other's products from state to state. In fact, negotiation and implementation of such agreements constitute nothing more than a thinly veiled subterfuge by which Ascend, GTI, Verano, and other Defendants carry out unlawful exclusionary allocation schemes to the harm of independent Ohio cannabis operators.

63. At the national level, the reciprocal supply and dispensary shelf space agreements are entered into with minimal or no discussion regarding product quality or consumer preferences.

64. Not only do the foregoing reciprocal supply and dispensary shelf space agreements restrain trade between the Defendants, but they are also intended to choke off retail channels for competing cannabis products. The inevitable effect of these reciprocal agreements is that independent Ohio cultivators and processors face artificially- and anticompetitively-constructed barriers to winning shelf space in Defendants' Ohio dispensaries. These agreements limit consumer access to cannabis products sourced from cultivators and

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processors not affiliated with Defendants and erect a barrier against sale of such products in Ohio dispensaries under the control of Defendants.

65. For example, a December 2024 email between GTI Senior Vice President of Sales and Cannabist President explains the effect of GTI's Ohio reciprocal strategy: "I have materially changed how we buy and who we buy from at our retail stores because we have come to understand that at this point, this is a distribution game. Where I was able, I have eliminated some vendors from our stores that were not selling well enough to justify carrying their product, but also focused on the fact that those vendors were not buying any product from our wholesale business."

66. By entering into the foregoing agreements for control of each other's cannabis products, Defendants have reduced or eliminated competition between and among them for cannabis products in Ohio, limited retail shelf space for cannabis products sourced from cultivators and processors not affiliated with Defendants, and fixed and stabilized cannabis prices – all to the damage and harm of Ohio consumers and in violation of the Valentine Act.

Competitively sensitive non-public information sharing

67. The national cannabis supply meetings and arrangements also provide regular opportunities for Defendants to engage in a second anticompetitive activity: sharing competitively sensitive non-public information. Two categories of competitive information are regularly shared between and among Defendants.

68. First, Defendants share plans for promotion of their competing cannabis products at their Ohio dispensaries. In a market free from unlawful collusion, promotional plans are highly confidential and protected by their owners to prevent discovery by, or disclosure to, competing firms.

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69. Dispensary promotion information sharing revolves around planned promotion timing and discounts for qualifying cannabis products. For example, in March 2024, Defendant Trulieve communicated to Defendant GTI that it planned to run a 40% discount off GTI's products at a Trulieve Ohio dispensary for three days.

70. Information sharing about promotional plans facilitates Defendants' goal to keep prices artificially elevated, and it serves the practical benefit of supporting Defendants' reciprocal trade agreements. Once aging inventory is disposed of through promotions, a Defendant has added motivation to purchase from another Defendant the cannabis products which it had committed to purchase in the reciprocal trade agreement.

71. By communicating competitively sensitive non-public promotional plans in advance, Defendants signal to each other that the promotions are in line with their unlawful reciprocal trade agreements and are *not* intended to cheat on the cartel. Defendants readily exchange confidential promotional information in furtherance, and in order to ensure success, of the exclusionary allocation scheme detailed in Paragraphs 55-66 above.

72. The second type of competitive information exchanged between and among Defendants is distribution and retail terms for non-MSO products at their Ohio dispensaries.

73. Defendants share what prices they pay for non-MSO products, the size of supply discounts they have been granted by non-MSO cannabis operators, how many non-MSO products were sold at their Ohio dispensaries, and retail discounts each offers on non-MSO products. In a market free from unlawful collusion, this kind of pricing and discount information is highly confidential and protected by a retailer to prevent discovery by, or disclosure to, competing firms.

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74. The purpose of this non-MSO product information exchange is to prevent competition in the sale of cannabis products in Ohio by ensuring that Defendants have access to details about each other's commercial dealings with non-MSOs. Defendants readily exchange this confidential information in furtherance, and in order to ensure success, of the reciprocal dealing scheme detailed in Paragraphs 55-66 above.

Discriminatory cannabis supply and promotional terms

75. Defendants' supply agreements and competitively sensitive non-public information exchange fuel a third anticompetitive activity: cannabis supply and promotional term discrimination towards non-MSO dispensaries.

76. To ensure the success of their reciprocal supply agreement scheme, Defendants offer each other cannabis product discounts not offered to non-MSO dispensaries. These discounts (sometimes called frontload discounts, rebates, or vendor credits) are offered to encourage Defendants to adhere to their unlawful supply purchase commitments and dispensary shelf space allotments.

77. For example, in March 2025, Defendants Ayr and Verano agreed to value Ayr's bulk flower at a rate significantly lower than normal market rates in order to offset money owed by Ayr to Verano as a result of their reciprocal supply agreements.

78. The discounts, additionally, provide greater retail margin on products sold by Defendants. Defendants have combined and conspired to implement this discriminatory pricing program for their collective advantage and to restrain trade in cannabis products in the State of Ohio.

79. Because of these discounts, Ohio non-MSO dispensaries face a difficult choice when setting retail prices for Defendants' products. They may either keep the price of

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Defendants' products higher because their wholesale price is elevated (and run the risk of losing cost-conscious customers) or match Defendants' retail pricing and lose margin. Either way, Defendants win.

80. Defendants also frequently engage in jointly supported promotions of each other's cannabis products at their respective Ohio dispensaries. These "supported promotions" are typically structured as split co-promotions.

81. For example, Defendants Verano and Curaleaf agreed that Curaleaf would run a 30% off promotion on Verano's products at Curaleaf's Ohio dispensaries. The firms agreed to a 50-50 split co-promotion; Curaleaf would take a 15% retail margin hit for Verano sales in Curaleaf dispensaries during the promotion, while Verano would reimburse Curaleaf for the other 15% margin loss on Verano products sold during the promotion.

82. Upon information and belief, these jointly supported promotion terms are not offered by Defendants to Ohio non-MSO dispensaries.

83. Ohio non-MSO dispensaries that are not similarly offered these supported promotion terms face a difficult choice when running promotions on Defendants' products. They must either maintain their margins by not running promotions on Defendants' products (and run the risk of losing cost-conscious customers) or run unsupported promotions on Defendants' products and take a retail margin hit that Defendants avoid through their anticompetitive agreements.

84. The foregoing discriminatory schemes have been agreed upon and carried out by Defendants in furtherance of fixing and stabilizing cannabis product prices for Ohio consumers and allocating markets. They are intended to restrain trade in this market, and they have had the intended effect.

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Harm to Ohio cannabis competition

85. Defendants' anticompetitive actions harm competition in Ohio's cannabis market.

86. According to one cannabis data analytics company, most of the top 10 most popular cannabis brands in Ohio are grown by Ohio cannabis operators with no affiliation with multistate operators such as Defendants.

87. But Defendants' reciprocal trade and dispensary shelf space agreements block competing non-MSO cannabis operators from reaching more Ohio consumers. Successfully obtaining an Ohio dispensary license is often not a viable alternative for small, independent Ohio cultivators and processors; the lengthy licensing process requires significant capital and time investment.

88. This retail lock-out restricts the desired cannabis choices available to Ohio consumers who shop at Defendants' Ohio dispensaries, curtailing access to higher quality or preferred cannabis products.

89. For example, in August 2024, a GTI Associate Buyer communicated to Ascend's Vice President of Wholesale about the unpopular consumer consequences of the reciprocal dealing in one of GTI's Ohio dispensaries: "In an effort to maintain our spend goal, we have accumulated a large amount of inventory that does not perform at the same rate as more popular brands like Simply Herb or fan favorite strains like Butterstuff."

90. Defendants' reciprocal trade and dispensary shelf space agreements ensure that Defendants' products are widely available at retail dispensaries in Ohio, and, by operation of their unlawful scheme, Defendants have little or no incentive to innovate or otherwise improve their cannabis product offerings.

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91. Defendants' combination and conspiracy in restraint of trade have additionally resulted, as intended by Defendants, in supracompetitive cannabis retail prices for Ohio consumers. Ohio consumers continue to pay more for cannabis products than they would if Defendants were not engaged in unlawful anticompetitive conduct, and Defendants continue to reap windfall profits from their illegal combination and conspiracy.

92. Defendants' actions as described in this Complaint are continuous and inflict continuing and accumulating harm.

CAUSES OF ACTION

COUNT I
Combinations by Ascend to restrain trade of Ohio cannabis products

93. Plaintiff incorporates by reference each and every allegation contained in the above Paragraphs as if fully set forth herein.

94. Plaintiff brings this action pursuant to Ohio Revised Code §§109.81, 1331.01, 1331.03, 1331.04, 1331.06, and 1331.11 and the common law of Ohio for equitable and injunctive relief.

95. Defendant Ascend is licensed to cultivate, process, and dispense medical and adult-use cannabis products in Ohio.

96. Beginning at least as early as January 2022 and continuing through the present, Defendant has engaged in combinations of capital, skill, or acts to create or carry out restrictions in the trade of cannabis products.

97. These acts include but are not limited to:

    a. Agreeing to national reciprocal cannabis product supply quotas and/or to allocate dispensary shelf space percentages for competing cannabis products;

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b. Sharing competitively sensitive non-public retail plans and exchanging other cannabis competitors' supply and retail cannabis prices, and competitor cannabis supply/retail discounts; and,

c. Agreeing on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators not participating in the illegal combination.

98. During the relevant time period, Ascend agreed to national reciprocal cannabis product supply quotas with multiple co-defendants:

a. September 2023 emails between Ascend Vice President of Wholesale and GTI Senior Vice President of Revenue detail, by state, the 2023 quarterly reciprocal targets and actual purchases.

b. August 2024 emails between Ascend Vice President of Wholesale and GTI Senior Vice President of Revenue detail, by state, the 2024 quarterly reciprocal targets and purchases and state: "Following our earnings call this morning, I thought I would proactively send over revised forecasts given the increased competition and resulting retail softness we are experiencing."

c. September 2024 emails between Ascend Chief Commercial Officer and Verano Vice President of Procurement detail, by state, the 2024 third quarter reciprocal targets and purchases.

d. April 2025 emails between Ascend Vice President of Planning & Purchasing and Trulieve Director of Wholesale NE detail, by state, the April and May 2025 quarterly reciprocal targets and purchases.

99. During the relevant time period, Ascend Wellness shared competitively sensitive non-public information with multiple co-defendants:

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a. November 2022 emails between Ascend Chief Operating Officer and GTI Senior Vice President of Revenue state that Ascend has "committed to finding a creative solution to help mitigate the conflicting pricing as much as possible. Ascend will initiate more regular communication regarding discounting and transparency around timing."

b. 2023 emails between Ascend's Carroll, OH store to a GTI Ohio Sales Director contain spreadsheets detailing all cannabis products sold, their retail prices, and discounts received from non-GTI vendors.

c. 2022 and 2023 emails between Ascend's Coshocton, OH store to a Cannabist Ohio Facilities Operation Manager contain spreadsheets detailing all cannabis products sold, their retail prices, and discounts received from non-Cannabist vendors.

100. During the relevant time period, Ascend agreed on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators:

a. August 2023 emails between Ascend Chief Commercial Officer and GTI SVP of Revenue detail a wholesale cannabis deal in Ohio that would "only be offered in your stores and ours" to assist with the reciprocal trading deals.

b. October 2024 emails between Ascend Ohio Purchasing Manager and Verano Ohio Account Executive state: "If we can get to the $40k spend this month as discussed, I would be happy to offer some discounts on low potency flower so you can pad your margins or use some discounted items for the outlet stores."

101. Defendant's combinations had the purposes of:

a. Preventing competition in the sale of cannabis products in Ohio;

b. Maintaining or increasing prices of cannabis products in Ohio;

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c. Affecting prices by uniting interests in the sale of cannabis products in Ohio; and,

d. Reducing the production of cannabis products in Ohio.

102. Defendant's combinations and purposes are unlawful trusts under Ohio Revised Code §1331.01(C)(1)(a),(b),(c), and (e).

103. Defendant's combinations are conspiracies against trade under Ohio Revised Code §1331.04 and are illegal.

104. Defendant's agreements that are the result of an illegal trust are void pursuant to Ohio Revised Code §1331.06.

105. Competition for Ohio cannabis products has been injured because Defendant's conspiracies:

a. Restrict cannabis product choices available to Ohio consumers;

b. Reduce cannabis product quality available to Ohio consumers;

c. Stifle cannabis product innovation; and,

d. Maintain or increase supracompetitive cannabis prices.

106. This complaint constitutes due notice of these violations under Ohio Revised Code §1331.03.

COUNT II

Combinations by Ayr to restrain trade of Ohio cannabis products

107. Plaintiff incorporates by reference each and every allegation contained in the above Paragraphs as if fully set forth herein.

108. Plaintiff brings this action pursuant to Ohio Revised Code §§109.81, 1331.01, 1331.03, 1331.04, 1331.06, and 1331.11 and the common law of Ohio for equitable and injunctive relief.

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109. Defendant Ayr is licensed to cultivate, process, and dispense medical and adult-use cannabis products in Ohio.

110. Beginning at least as early as January 2022 and continuing through the present, Defendant has engaged in combinations of capital, skill, or acts to create or carry out restrictions in the trade of cannabis products.

111. These acts include but are not limited to:

    a. Agreeing to national reciprocal cannabis product supply quotas and/or to allocate dispensary shelf space percentages for competing cannabis products;

    b. Sharing competitively sensitive non-public retail plans and exchanging other cannabis competitors' supply and retail cannabis prices, and competitor cannabis supply/retail discounts; and,

    c. Agreeing on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators not participating in the illegal combination.

112. During the relevant time period, Ayr agreed to national reciprocal cannabis product supply quotas with multiple co-defendants:

    a. January 2023 emails between Ayr Chief Business Development Officer and Jushi Director of National Accounts detail, by state, prior 2022 reciprocal targets and actual purchases.

    b. December 2023 emails between Ayr Regional Procurement Director and GTI Ohio Sales Director state: "I was given your information as the wholesaler for GTI in Ohio. I was also informed of a corporate-level commitment to purchase for our locations."

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c. February 2024 emails between Ayr Director of Planning and Allocations and a Verano Ohio Account Executive state: "Currently, we are prioritizing our retail purchases with companies that are purchasing from our wholesale. The whole balance-of-trade routine. Since Ohio's wholesale was operating before our retail locations opened, we are still catching up on our reciprocity list."

d. September 2024 emails between Ayr Chief Business Development Officer and Verano Vice President of Procurement ask: "wasn't the $16k additional purchase in Ohio pat [*sic*] of our quarter end agreement? Seems like local buyer is waiting for your direction."

113. During the relevant time period, Ayr shared competitively sensitive non-public information with multiple co-defendants:

a. October 2024 emails between Ayr Chief Business Development Officer and Ascend Chief Commercial Officer discuss wholesale pricing for various cannabis vendors to assist with setting a wholesale price for Ayr product to Ascend.

b. April 2025 emails between Ayr Ohio Purchasing Manager and Verano Ohio Account Executive give advance notice of Ayr's plan to run an Ohio promotion on Verano products.

114. During the relevant time period, Ayr agreed on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators:

a. October 2023 emails between Ayr Chief Business Development Officer and Verano Vice President of Procurement detail, by state, discounts off frontline pricing and split promotions.

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b. March 2025 emails between Ayr Chief Business Development Officer and Verano Vice President of Procurement agree on a lower price for Ayr bulk purchasing to "offset some of the money we owe you this month and next. Then after that we'll need to revert to fair market pricing."

115. Defendant's combinations had the purposes of:

a. Preventing competition in the sale of cannabis products in Ohio;

b. Maintaining or increasing prices of cannabis products in Ohio;

c. Affecting prices by uniting interests in the sale of cannabis products in Ohio; and,

d. Reducing the production of cannabis products in Ohio.

116. Defendant's combinations and purposes are unlawful trusts under Ohio Revised Code §1331.01(C)(1)(a),(b),(c), and (e).

117. Defendant's combinations are conspiracies against trade under R.C. Section 1331.04 and are illegal.

118. Defendant's agreements that are the result of an illegal trust are void pursuant to R.C. Section 1331.06.

119. Competition for Ohio cannabis products has been injured because Defendant's conspiracies:

a. Restrict cannabis product choices available to Ohio consumers;

b. Reduce cannabis product quality available to Ohio consumers;

c. Stifle cannabis product innovation; and,

d. Maintain or increase supracompetitive cannabis prices.

120. This complaint constitutes due notice of these violations under R.C. Section 1331.03.

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COUNT III
Combinations by Cannabist to restrain trade of Ohio cannabis products

121. Plaintiff incorporates by reference each and every allegation contained in the above Paragraphs as if fully set forth herein.

122. Plaintiff brings this action pursuant to Ohio Revised Code §§109.81, 1331.01, 1331.03, 1331.04, 1331.06, and 1331.11 and the common law of Ohio for equitable and injunctive relief.

123. Defendant Cannabist is licensed to cultivate, process, and dispense medical and adult-use cannabis products in Ohio.

124. Beginning at least as early as January 2022 and continuing through the present, Defendant has engaged in combinations of capital, skill, or acts to create or carry out restrictions in the trade of cannabis products.

125. These acts include but are not limited to:

    a. Agreeing to national reciprocal cannabis product supply quotas and/or to allocate dispensary shelf space percentages for competing cannabis products;

    b. Sharing competitively sensitive non-public retail plans and exchanging other cannabis competitors' supply and retail cannabis prices, and competitor cannabis supply/retail discounts; and,

    c. Agreeing on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators not participating in the illegal combination.

126. During the relevant time period, Cannabist agreed to national reciprocal cannabis product supply quotas with multiple co-defendants:

    a. June 2022 emails between a Cannabist executive and Jushi Vice President of Commercial Operations detail, by state, reciprocal targets and actual purchases.

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b. May 2025 emails between a Cannabist executive and Verano Vice President of Procurement detail, by state, purchasing targets for May.

127. During the relevant time period, Cannabist shared competitively sensitive non-public information with multiple co-defendants:

a. October 2022 email between Cannabist Director of FP&A and a Cresco executive provides a comprehensive spreadsheet of Cannabist's revenue by state store location and market share calculations.

b. 2022 and 2023 emails between Ascend's Coshocton, OH store to a Cannabist Ohio Facilities Operation Manager contain spreadsheets detailing all cannabis products sold, their retail prices, and discounts received from non-Cannabist vendors.

128. During the relevant time period, Cannabist agreed on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators:

a. January 2023 emails between a Cannabist executive and Jushi Director of National Accounts explain that Jushi requests "credit support to bring on any additional units at retail or flex this spend on bulk."

b. December 2024 emails between Cannabist District Manager and Curaleaf Vice President of Wholesale offers a 10% frontload discount and split promotions on Curaleaf products.

129. Defendant's combinations had the purposes of:

a. Preventing competition in the sale of cannabis products in Ohio;

b. Maintaining or increasing prices of cannabis products in Ohio;

c. Affecting prices by uniting interests in the sale of cannabis products in Ohio; and,

d. Reducing the production of cannabis products in Ohio.

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130. Defendant's combinations and purposes are unlawful trusts under Ohio Revised Code §1331.01(C)(1)(a),(b),(c), and (e).

131. Defendant's combinations are conspiracies against trade under R.C. Section 1331.04 and are illegal.

132. Defendant's agreements that are the result of an illegal trust are void pursuant to R.C. Section 1331.06.

133. Competition for Ohio cannabis products has been injured because Defendant's conspiracies:

    a. Restrict cannabis product choices available to Ohio consumers;

    b. Reduce cannabis product quality available to Ohio consumers;

    c. Stifle cannabis product innovation; and,

    d. Maintain or increase supracompetitive cannabis prices.

134. This complaint constitutes due notice of these violations under R.C. Section 1331.03.

COUNT IV
Combinations by Cresco to restrain trade of Ohio cannabis products

135. Plaintiff incorporates by reference each and every allegation contained in the above Paragraphs as if fully set forth herein.

136. Plaintiff brings this action pursuant to Ohio Revised Code §§109.81, 1331.01, 1331.03, 1331.04, 1331.06, and 1331.11 and the common law of Ohio for equitable and injunctive relief.

137. Defendant Cresco is licensed to cultivate, process, and dispense medical and adult-use cannabis products in Ohio.

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138. Beginning at least as early as January 2022 and continuing through the present, Defendant has engaged in combinations of capital, skill, or acts to create or carry out restrictions in the trade of cannabis products.

139. These acts include but are not limited to:

    a. Agreeing to national reciprocal cannabis product supply quotas and/or to allocate dispensary shelf space percentages for competing cannabis products;

    b. Sharing competitively sensitive non-public retail plans and exchanging other cannabis competitors' supply and retail cannabis prices, and competitor cannabis supply/retail discounts; and,

    c. Agreeing on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators not participating in the illegal combination.

140. During the relevant time period, Cresco agreed to national reciprocal cannabis product supply quotas with multiple co-defendants:

    a. September 2022 email between Cresco Vice President of Sales and Jushi Vice President of Commercial Operations states: "If you can purchase $75k from us in OH between now and the end of the quarter, we can purchase $75k from you in MA between now and the end of the quarter."

    b. November and December 2023 emails between Cresco Senior Director of Merchandising and GTI Senior Vice President of Revenue detail, by state, Cresco's purchase targets for GTI products in December.

141. During the relevant time period, Cresco shared competitively sensitive non-public information with multiple co-defendants:

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a. March 2022 email between Cresco Senior Director of Merchandising and GTI Senior Vice President of Sales explains that lower-level Cresco and GTI employees are openly communicating planned promotions.

b. October 2022 email between a Cresco executive and Cannabist Director of FP&A provides a comprehensive spreadsheet of Cannabist's revenue by state store location and market share calculations.

142. During the relevant time period, Cresco agreed on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators:

a. April 2024 emails between Cresco Ohio Buyer and Cannabist Ohio Wholesale Sales explain that Cannabist frontline price increases do not apply to Cresco purchases.

143. Defendant's combinations had the purposes of:

a. Preventing competition in the sale of cannabis products in Ohio;

b. Maintaining or increasing prices of cannabis products in Ohio;

c. Affecting prices by uniting interests in the sale of cannabis products in Ohio; and,

d. Reducing the production of cannabis products in Ohio.

144. Defendant's combinations and purposes are unlawful trusts under Ohio Revised Code §1331.01(C)(1)(a),(b),(c), and (e).

145. Defendant's combinations are conspiracies against trade under R.C. Section 1331.04 and are illegal.

146. Defendant's agreements that are the result of an illegal trust are void pursuant to R.C. Section 1331.06.

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147. Competition for Ohio cannabis products has been injured because Defendant's conspiracies:

    a. Restrict cannabis product choices available to Ohio consumers;

    b. Reduce cannabis product quality available to Ohio consumers;

    c. Stifle cannabis product innovation; and,

    d. Maintain or increase supracompetitive cannabis prices.

148. This complaint constitutes due notice of these violations under R.C. Section 1331.03.

COUNT V

Combinations by Curaleaf to restrain trade of Ohio cannabis products

149. Plaintiff incorporates by reference each and every allegation contained in the above Paragraphs as if fully set forth herein.

150. Plaintiff brings this action pursuant to Ohio Revised Code §§109.81, 1331.01, 1331.03, 1331.04, 1331.06, and 1331.11 and the common law of Ohio for equitable and injunctive relief.

151. Defendant Curaleaf is licensed to cultivate, process, and dispense medical and adult-use cannabis products in Ohio.

152. Beginning at least as early as January 2022 and continuing through the present, Defendant has engaged in combinations of capital, skill, or acts to create or carry out restrictions in the trade of cannabis products.

153. These acts include but are not limited to:

    a. Agreeing to national reciprocal cannabis product supply quotas and/or to allocate dispensary shelf space percentages for competing cannabis products;

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b. Sharing competitively sensitive non-public retail plans and exchanging other cannabis competitors' supply and retail cannabis prices, and competitor cannabis supply/retail discounts; and,

c. Agreeing on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators not participating in the illegal combination.

154. During the relevant time period, Curaleaf agreed to national reciprocal cannabis product supply quotas with multiple co-defendants:

a. April 2022 emails between Curaleaf Senior Director of Assortment Planning and GTI Senior Vice President of Sales detail, by state, reciprocal targets and actual purchases for the first two quarters of 2022.

b. April 2022 emails between Curaleaf Senior Director of Assortment Planning and Verano Vice President of Procurement detail, by state, reciprocal targets and actual purchases for the first two quarters of 2022.

c. May 2024 emails between Curaleaf Vice President of Wholesale and Jushi Director of National Accounts detail, by state, reciprocal targets and actual purchases for second quarter of 2024.

155. During the relevant time period, Curaleaf shared competitively sensitive non-public information with multiple co-defendants:

a. January 2022 emails between Curaleaf Director of Assortment Planning and GTI Ohio Sales Director share Curaleaf's costs and planned retail pricing for certain Ohio cannabis vendor vape cartridges.

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b. March 2025 emails between Curaleaf Retail Buyer and Verano Ohio Account Executive share advance notice of Curaleaf's planned promotion on Verano products.

156. During the relevant time period, Curaleaf agreed on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators:

a. September 2022 emails between Curaleaf Senior Vice President of Sales and GTI Senior Vice President of Sales state that "with the continued challenges that we all are facing due to external economic pressures very important that we are actively promoting trial and turn, as stated we 100% are on-board for co-op rebate programs[.]"

b. December 2024 emails between Curaleaf Vice President of Wholesale and Cannabist District Manager offers a 10% frontload discount and split promotions on Curaleaf products.

157. Defendant's combinations had the purposes of:

a. Preventing competition in the sale of cannabis products in Ohio;

b. Maintaining or increasing prices of cannabis products in Ohio;

c. Affecting prices by uniting interests in the sale of cannabis products in Ohio; and,

d. Reducing the production of cannabis products in Ohio.

158. Defendant's combinations and purposes are unlawful trusts under Ohio Revised Code §1331.01(C)(1)(a),(b),(c), and (e).

159. Defendant's combinations are conspiracies against trade under R.C. Section 1331.04 and are illegal.

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160. Defendant's agreements that are the result of an illegal trust are void pursuant to R.C. Section 1331.06.

161. Competition for Ohio cannabis products has been injured because Defendant's conspiracies:

a. Restrict cannabis product choices available to Ohio consumers;

b. Reduce cannabis product quality available to Ohio consumers;

c. Stifle cannabis product innovation; and,

d. Maintain or increase supracompetitive cannabis prices.

162. This complaint constitutes due notice of these violations under R.C. Section 1331.03.

COUNT VI
Combinations by GTI to restrain trade of Ohio cannabis products

163. Plaintiff incorporates by reference each and every allegation contained in the above Paragraphs as if fully set forth herein.

164. Plaintiff brings this action pursuant to Ohio Revised Code §§109.81, 1331.01, 1331.03, 1331.04, 1331.06, and 1331.11 and the common law of Ohio for equitable and injunctive relief.

165. Defendant GTI is licensed to cultivate, process, and dispense medical and adult-use cannabis products in Ohio.

166. Beginning at least as early as January 2022 and continuing through the present, Defendant has engaged in combinations of capital, skill, or acts to create or carry out restrictions in the trade of cannabis products.

167. These acts include but are not limited to:

a. Agreeing to national reciprocal cannabis product supply quotas and/or to allocate dispensary shelf space percentages for competing cannabis products;

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b. Sharing competitively sensitive non-public retail plans and exchanging other cannabis competitors' supply and retail cannabis prices, and competitor cannabis supply/retail discounts; and,

c. Agreeing on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators not participating in the illegal combination.

168. During the relevant time period, GTI agreed to national reciprocal cannabis product supply quotas with multiple co-defendants:

a. April 2022 emails between Curaleaf Senior Director of Assortment Planning and GTI Senior Vice President of Sales detail, by state, reciprocal targets and actual purchases for the first two quarters of 2022.

b. September 2023 emails between Ascend Vice President of Wholesale and GTI Senior Vice President of Revenue detail, by state, the 2023 quarterly reciprocal targets and actual purchases.

c. December 2023 emails between Ayr Regional Procurement Director and GTI Ohio Sales Director state: "I was given your information as the wholesaler for GTI in Ohio. I was also informed of a corporate-level commitment to purchase for our locations."

d. August 2024 emails between Ascend Vice President of Wholesale and GTI Senior Vice President of Revenue detail, by state, the 2024 quarterly reciprocal targets and purchases and state: "Following our earnings call this morning, I thought I would proactively send over revised forecasts given the increased competition and resulting retail softness we are experiencing."

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e. December 2024 email between GTI Senior Vice President of Sales and Cannabist President explains GTI's Ohio reciprocal strategy: "I have materially changed how we buy and who we buy from at our retail stores because we have come to understand that at this point, this is a distribution game. Where I was able, I have eliminated some vendors from our stores that were not selling well enough to justify carrying their product, but also focused on the fact that those vendors were not buying any product from our wholesale business."

169. During the relevant time period, GTI shared competitively sensitive non-public information with multiple co-defendants:

a. January 2022 emails between GTI Ohio Sales Director and Curaleaf Director of Assortment Planning share Curaleaf's costs and planned retail pricing for certain Ohio cannabis vendor vape cartridges.

b. March 2022 email between GTI Senior Vice President of Sales and Cresco Senior Director of Merchandising explains that lower-level Cresco and GTI employees are openly communicating planned promotions.

c. November 2022 emails between GTI SVP of Revenue and Ascend Chief Operating Officer state that Ascend has "committed to finding a creative solution to help mitigate the conflicting pricing as much as possible. Ascend will initiate more regular communication regarding discounting and transparency around timing."

d. 2022 and 2023 emails between Ascend's Carroll, OH store to a GTI Ohio Sales Director contain spreadsheets detailing all cannabis products sold, their retail prices, and discounts received from non-GTI vendors.

UNOFFICIAL DOCUMENT

170. During the relevant time period, GTI agreed on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators:

    a. March 2023 emails between GTI Senior Vice President of Sales and Trulieve Director of Wholesale include a Trulieve request to GTI: "I have a bunch of distillate in MA and I'm hoping to make a sweet heart deal here at the end of the quarter 😉"

    b. August 2023 emails between GTI Senior Vice President of Revenue and Ascend Chief Commercial Officer detail a wholesale cannabis deal in Ohio that would "only be offered in your stores and ours" to assist with the reciprocal trading deals.

171. Defendant's combinations had the purposes of:

    a. Preventing competition in the sale of cannabis products in Ohio;

    b. Maintaining or increasing prices of cannabis products in Ohio;

    c. Affecting prices by uniting interests in the sale of cannabis products in Ohio; and,

    d. Reducing the production of cannabis products in Ohio.

172. Defendant's combinations and purposes are unlawful trusts under Ohio Revised Code §1331.01(C)(1)(a),(b),(c), and (e).

173. Defendant's combinations are conspiracies against trade under R.C. Section 1331.04 and are illegal.

174. Defendant's agreements that are the result of an illegal trust are void pursuant to R.C. Section 1331.06.

175. Competition for Ohio cannabis products has been injured because Defendant's conspiracies:

    a. Restrict cannabis product choices available to Ohio consumers;

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b. Reduce cannabis product quality available to Ohio consumers;

c. Stifle cannabis product innovation; and,

d. Maintain or increase supracompetitive cannabis prices.

176. This complaint constitutes due notice of these violations under R.C. Section 1331.03.

COUNT VII
Combinations by Jushi to restrain trade of Ohio cannabis products

177. Plaintiff incorporates by reference each and every allegation contained in the above Paragraphs as if fully set forth herein.

178. Plaintiff brings this action pursuant to Ohio Revised Code §§109.81, 1331.01, 1331.03, 1331.04, 1331.06, and 1331.11 and the common law of Ohio for equitable and injunctive relief.

179. Defendant Jushi is licensed to cultivate, process, and dispense medical and adult-use cannabis products in Ohio.

180. Beginning at least as early as January 2022 and continuing through the present, Defendant has engaged in combinations of capital, skill, or acts to create or carry out restrictions in the trade of cannabis products.

181. These acts include but are not limited to:

a. Agreeing to national reciprocal cannabis product supply quotas and/or to allocate dispensary shelf space percentages for competing cannabis products;

b. Sharing competitively sensitive non-public retail plans and exchanging other cannabis competitors' supply and retail cannabis prices, and competitor cannabis supply/retail discounts; and,

c. Agreeing on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators not participating in the illegal combination.

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182. During the relevant time period, Jushi agreed to national reciprocal cannabis product supply quotas with multiple co-defendants:

    a. June 2022 emails between a Jushi Vice President of Commercial Operations and Cannabist executive detail, by state, reciprocal targets and actual purchases.

    b. January 2023 emails between Jushi Director of National Accounts and Ayr Chief Business Development Officer detail, by state, prior 2022 reciprocal targets and actual purchases.

    c. May 2024 emails between Jushi Director of National Accounts and Curaleaf Vice President of Wholesale detail, by state, reciprocal targets and actual purchases for second quarter of 2024.

183. During the relevant time period, Jushi shared competitively sensitive non-public information with multiple co-defendants:

    a. June 2023 spreadsheet from Jushi's Cincinnati dispensary sent to GTI detailed all cannabis products sold, their retail prices, and discounts received from non-GTI vendors.

184. During the relevant time period, Jushi agreed on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators:

    a. January 2023 emails between a Jushi Director of National Accounts and a Cannabist executive explain that Jushi requests "credit support to bring on any additional units at retail or flex this spend on bulk."

    b. May 2023 emails between Jushi Director of National Accounts and Verano Vice President of Procurement explain that Verano's Ohio stores are "needing flower at some reduced pricing to keep velocity[.]"

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185. Defendant's combinations had the purposes of:

a. Preventing competition in the sale of cannabis products in Ohio;

b. Maintaining or increasing prices of cannabis products in Ohio;

c. Affecting prices by uniting interests in the sale of cannabis products in Ohio; and,

d. Reducing the production of cannabis products in Ohio.

186. Defendant's combinations and purposes are unlawful trusts under Ohio Revised Code §1331.01(C)(1)(a),(b),(c), and (e).

187. Defendant's combinations are conspiracies against trade under R.C. Section 1331.04 and are illegal.

188. Defendant's agreements that are the result of an illegal trust are void pursuant to R.C. Section 1331.06.

189. Competition for Ohio cannabis products has been injured because Defendant's conspiracies:

a. Restrict cannabis product choices available to Ohio consumers;

b. Reduce cannabis product quality available to Ohio consumers;

c. Stifle cannabis product innovation; and,

d. Maintain or increase supracompetitive cannabis prices.

190. This complaint constitutes due notice of these violations under R.C. Section 1331.03.

COUNT VIII
Combinations by Trulieve to restrain trade of Ohio cannabis products

191. Plaintiff incorporates by reference each and every allegation contained in the above Paragraphs as if fully set forth herein.

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192. Plaintiff brings this action pursuant to Ohio Revised Code §§109.81, 1331.01, 1331.03, 1331.04, 1331.06, and 1331.11 and the common law of Ohio for equitable and injunctive relief.

193. Defendant Trulieve is licensed to cultivate and dispense medical and adult-use cannabis products in Ohio.

194. Beginning at least as early as January 2022 and continuing through the present, Defendant has engaged in combinations of capital, skill, or acts to create or carry out restrictions in the trade of cannabis products.

195. These acts include but are not limited to:

    a. Agreeing to national reciprocal cannabis product supply quotas and/or to allocate dispensary shelf space percentages for competing cannabis products;

    b. Sharing competitively sensitive non-public retail plans and exchanging other cannabis competitors' supply and retail cannabis prices, and competitor cannabis supply/retail discounts; and,

    c. Agreeing on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators not participating in the illegal combination.

196. During the relevant time period, Trulieve agreed to national reciprocal cannabis product supply quotas with multiple co-defendants:

    a. January 2025 emails between Trulieve Director of Purchasing & Wholesale Business Development and Verano Vice President of Procurement detail, by state, Trulieve's planned purchasing targets for Verano products.

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b. April 2025 emails between Trulieve Director of Wholesale NE and Ascend Vice President of Planning & Purchasing detail, by state, the April and May 2025 quarterly reciprocal targets and purchases.

197. During the relevant time period, Trulieve shared competitively sensitive non-public information with multiple co-defendants:

a. January 2025 emails between Trulieve Director of Purchasing & Wholesale Business Development and Verano Vice President of Procurement state that Trulieve is "getting with marketing teams at retail to work on promo calendar on heavy products."

198. During the relevant time period, Trulieve agreed on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators:

a. March 2023 emails between Trulieve Director of Wholesale and GTI Senior Vice President of Sales include a Trulieve request to GTI: "I have a bunch of distillate in MA and I'm hoping to make a sweet heart deal here at the end of the quarter 😉"

b. March 2025 emails between Trulieve National Account Executive and Curaleaf Retail Buyer arrange a supported split promotion of Trulieve's products in Curaleaf stores.

199. Defendant's combinations had the purposes of:

a. Preventing competition in the sale of cannabis products in Ohio;

b. Maintaining or increasing prices of cannabis products in Ohio;

c. Affecting prices by uniting interests in the sale of cannabis products in Ohio; and,

d. Reducing the production of cannabis products in Ohio.

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200. Defendant's combinations and purposes are unlawful trusts under Ohio Revised Code §1331.01(C)(1)(a),(b),(c), and (e).

201. Defendant's combinations are conspiracies against trade under R.C. Section 1331.04 and are illegal.

202. Defendant's agreements that are the result of an illegal trust are void pursuant to R.C. Section 1331.06.

203. Competition for Ohio cannabis products has been injured because Defendant's conspiracies:

    a. Restrict cannabis product choices available to Ohio consumers;

    b. Reduce cannabis product quality available to Ohio consumers;

    c. Stifle cannabis product innovation; and,

    d. Maintain or increase supracompetitive cannabis prices.

204. This complaint constitutes due notice of these violations under R.C. Section 1331.03.

COUNT IX

Combinations by Verano to restrain trade of Ohio cannabis products

205. Plaintiff incorporates by reference each and every allegation contained in the above Paragraphs as if fully set forth herein.

206. Plaintiff brings this action pursuant to Ohio Revised Code §§109.81, 1331.01, 1331.03, 1331.04, 1331.06, and 1331.11 and the common law of Ohio for equitable and injunctive relief.

207. Defendant Verano is licensed to cultivate, process, and dispense medical and adult-use cannabis products in Ohio.

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208. Beginning at least as early as January 2022 and continuing through the present, Defendant has engaged in combinations of capital, skill, or acts to create or carry out restrictions in the trade of cannabis products.

209. These acts include but are not limited to:

    a. Agreeing to national reciprocal cannabis product supply quotas and/or to allocate dispensary shelf space percentages for competing cannabis products;

    b. Sharing competitively sensitive non-public retail plans and exchanging other cannabis competitors' supply and retail cannabis prices, and competitor cannabis supply/retail discounts; and,

    c. Agreeing on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators not participating in the illegal combination.

210. During the relevant time period, Verano agreed to national reciprocal cannabis product supply quotas with multiple co-defendants:

    a. April 2022 emails between Verano Vice President of Procurement and Curaleaf Senior Director of Assortment Planning detail, by state, reciprocal targets and actual purchases for the first two quarters of 2022.

    b. February 2024 emails between Verano Ohio Account Executive and Ayr Director of Planning and Allocations state: "Currently, we are prioritizing our retail purchases with companies that are purchasing from our wholesale. The whole balance-of-trade routine. Since Ohio's wholesale was operating before our retail locations opened, we are still catching up on our reciprocity list."

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c. September 2024 emails between Verano Vice President of Procurement and Ascend Chief Commercial Officer detail, by state, the 2024 third quarter reciprocal targets and purchases.

d. September 2024 emails between Verano Vice President of Procurement and Ayr Chief Business Development Officer asks: "wasn't the $16k additional purchase in Ohio pat [sic] of our quarter end agreement? Seems like local buyer is waiting for your direction."

e. May 2025 emails between Verano Vice President of Procurement and a Cannabist executive detail, by state, purchasing targets for May.

211. During the relevant time period, Verano shared competitively sensitive non-public information with multiple co-defendants:

a. March 2025 emails between Verano Ohio Account Executive and Curaleaf Retail Buyer share advance notice of Curaleaf's planned promotion on Verano products.

b. April 2025 emails between Verano Ohio Account Executive and Ayr Ohio Purchasing Manager give advance notice of Ayr's plan to run an Ohio promotion on Verano products.

212. During the relevant time period, Verano agreed on favorable cannabis supply and promotional terms not offered to non-MSO Ohio cannabis operators:

a. October 2024 emails between Verano Ohio Account Executive and Ascend Ohio Purchasing Manager state: "If we can get to the $40k spend this month as discussed, I would be happy to offer some discounts on low potency flower so you can pad your margins or use some discounted items for the outlet stores."

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b. October 2023 emails between Verano Vice President of Procurement and Ayr Chief Business Development Officer detail, by state, discounts off frontline pricing and split promotions.

c. March 2025 emails between Verano Vice President of Procurement and Ayr Chief Business Development Officer agree on a lower price for Ayr bulk purchasing to "offset some of the money we owe you this month and next. Then after that we'll need to revert to fair market pricing."

213. Defendant's combinations had the purposes of:

a. Preventing competition in the sale of cannabis products in Ohio;

b. Maintaining or increasing prices of cannabis products in Ohio;

c. Affecting prices by uniting interests in the sale of cannabis products in Ohio; and,

d. Reducing the production of cannabis products in Ohio.

214. Defendant's combinations and purposes are unlawful trusts under Ohio Revised Code §1331.01(C)(1)(a),(b),(c), and (e).

215. Defendant's combinations are conspiracies against trade under R.C. Section 1331.04 and are illegal.

216. Defendant's agreements that are the result of an illegal trust are void pursuant to R.C. Section 1331.06.

217. Competition for Ohio cannabis products has been injured because Defendant's conspiracies:

a. Restrict cannabis product choices available to Ohio consumers;

b. Reduce cannabis product quality available to Ohio consumers;

c. Stifle cannabis product innovation; and,

UNOFFICIAL DOCUMENT

d. Maintain or increase supracompetitive cannabis prices.

218. This complaint constitutes due notice of these violations under R.C. Section 1331.03.

PRAYER FOR RELIEF

Plaintiff State of Ohio prays as follows:

a. That the Court adjudge that the combinations and agreements engaged in by and among Defendants and their co-conspirators constitute unlawful combinations or conspiracies in violation of Ohio Revised Code §§1331.01 and 1331.04;

b. That this Court enter a permanent injunction in such form that the Court deems just, proper, and reasonably necessary for the purpose of restraining Defendants and anyone acting in concert with them from further violating Ohio Revised Code §§1331.01 *et seq.*;

c. For an order requiring Defendant Ascend to forfeit to the State of Ohio, pursuant to Ohio Revised Code §1331.03, the sum of $500 per day for each day that the combinations described herein were in effect;

d. For an order requiring Defendant Ayr to forfeit to the State of Ohio, pursuant to Ohio Revised Code §1331.03, the sum of $500 per day for each day that the combinations described herein were in effect;

e. For an order requiring Defendant Cannabist to forfeit to the State of Ohio, pursuant to Ohio Revised Code §1331.03, the sum of $500 per day for each day that the combinations described herein were in effect;

f. For an order requiring Defendant Cresco to forfeit to the State of Ohio, pursuant to Ohio Revised Code §1331.03, the sum of $500 per day for each day that the combinations described herein were in effect;

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g. For an order requiring Defendant Curaleaf to forfeit to the State of Ohio, pursuant to Ohio Revised Code §1331.03, the sum of $500 per day for each day that the combinations described herein were in effect;

h. For an order requiring Defendant GTI to forfeit to the State of Ohio, pursuant to Ohio Revised Code §1331.03, the sum of $500 per day for each day that the combinations described herein were in effect;

i. For an order requiring Defendant Jushi to forfeit to the State of Ohio, pursuant to Ohio Revised Code §1331.03, the sum of $500 per day for each day that the combinations described herein were in effect;

j. For an order requiring Defendant Trulieve to forfeit to the State of Ohio, pursuant to Ohio Revised Code §1331.03, the sum of $500 per day for each day that the combinations described herein were in effect;

k. For an order requiring Defendant Verano to forfeit to the State of Ohio, pursuant to Ohio Revised Code §1331.03, the sum of $500 per day for each day that the combinations described herein were in effect;

l. For an award of attorneys' fees, costs, and interest as permitted by law;

m. Such other relief as the Court may deem appropriate.

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Dated: February 5, 2026

Respectfully Submitted,

DAVE YOST
Ohio Attorney General (0056290)
ERIK CLARK
Deputy Attorney General for Major Litigation (0078732)

/s/ Sarah Mader
Sarah Mader (0102270) (Trial Attorney)
Associate Assistant Attorney General, Antitrust Section
30 East Broad Street, 26th Floor
Columbus, OH 43215
Telephone: (614) 466-4328
Sarah.Mader@OhioAGO.gov

Beth A. Finnerty (0055383)
Section Chief, Antitrust Section
Edward J. Olszewski (0082655)
Assistant Section Chief, Antitrust Section
Steven A. Oldham (0080876)
Principal Assistant Attorney General, Antitrust Section
30 East Broad Street, 26th Floor
Columbus, OH 43215
Telephone: (614) 466-4328
Fax: (614) 995-0266
Beth.Finnerty@OhioAGO.gov
Edward.Olszewski@OhioAGO.gov
Steven.Oldham@OhioAGO.gov

Counsel for the State of Ohio, ex rel.,
Attorney General Dave Yost

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EXHIBIT B

Notice of Non-Compliance

Suwannee River Water
Management District

Issued to Trulieve, Inc.
Concerning the Trulieve
Jefferson County Facility

April 17, 2026

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SUWANNEE RIVER
WATER MANAGEMENT DISTRICT

April 17, 2026

Eric Powers
Trulieve Capps Highway, LLC
3494 Martin Road
Tallahassee, FL 32308

Subject: Notice of Non-Compliance; ERP-065-234995-3 - Item #152004,
Trulieve Jefferson County Production Facility, Jefferson County

Dear Mr. Powers,

The purpose of this correspondence is to formally provide Trulieve Capps Highway, LLC a Notice of Non-Compliance for a Suwannee River Water Management District (District) issued Environmental Resource Permit (ERP) ERP-065-234-995-3-Item #152004. The notice is related to real property you appear to own or control as referenced below:

Parcel ID: 08-1S-4E-0000-0043-0000 of Jefferson County

In addition to receiving concerns and information from an adjacent property owner, District staff performed multiple site inspections at the property on April 10 and 15, 2026 to discuss the matter. Upon review of related documentation and information obtained during the site visit, the District observed the following apparent violations of the referenced ERP:

Impervious Surfaces: During the inspections, District staff noticed areas within the permitted site that contain impervious surface areas that were not shown or reflected in previously permitted plans. These additional impervious surfaces, if not accounted for in the runoff calculations, would result in a violation of permit condition #1.

Standing Water: During the inspections, District staff observed standing water in the stormwater pond during site inspections on April 10th and April 15th.

Discharging of Water: Information obtained from an adjacent landowner included video and photographic evidence of the discharging of water from the site for a period greater than 30 days after the most recent rain event. The discharge of water for a period exceeding 30 days is also a violation of Applicant Handbook Volume II, Section 3.4 and 2.3, conditions of issuance.

Erosion: Upon further review of the information obtained from an adjacent landowner, District staff observed video of an erosion scar that was physically expanding in size, appearing to be the result of the above-referenced discharging. The expansion of this erosion may be a violation of permit condition #3.

Presence of Excessive Pollutants: After reviewing water quality samples from the site which were obtained by the adjacent landowner during the pumping event, tests show excessive pollutants leaving the site which may be an additional violation of permit condition #3.

Water Flow: Based on video obtained from an adjacent landowner, the flow of water being discharged from the site may have risen above the pre-developed flow rate. Flow above the pre-

development rate is a violation of Applicant Handbook Volume II Section 3.3 and Section 2.3, conditions of issuance.

As a permittee, you have an obligation to ensure that pumped water from the permitted site on your property is either fully contained on Trulieve property or provide reasonable assurance this pumped water is compliant with statewide water quality standards, does not increase post-development discharge rates compared to pre-development discharge rates, or create any other adverse offsite impact.

Each of the referenced violations are subject to the penalties provided in Chapter 373, Florida Statutes, including fines on a per violation-per day basis.

Based on the apparent violations above, provide the District an updated operations and maintenance plan that must come from the Engineer of Record.

Please provide responses to the above items to the District by close of business on Friday, April 24th, 2026.

If you should have further questions, please contact Leroy Marshall II, PE, PMP, CFM, Director, Resource Management and Projects Division at 386.647.3124 or by email at leroy.marshall@srwmd.org.

Sincerely,



Leroy Marshall II, PE, PMP, CFM
Director, Resource Management and Projects Division

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EXHIBIT C

Letter Regarding Unpermitted Discharges

Florida Department of
Environmental Protection
Northwest District

From Elizabeth Mullins Orr, Director
To Eric Powers, Manager,
Trulieve Capps Highway, LLC

April 20, 2026

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FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government St., Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

April 20, 2026

Eric Powers, Manager
Trulieve Capps Highway, LLC
3494 Martin Hurst Rd
Tallahassee, FL 32312
eric.powers@trulieve.com

Re: Unpermitted Discharges
Trulieve Jefferson
Jefferson County

Dear Mr. Powers:

An industrial wastewater inspection was conducted at your Trulieve Jefferson facility located at 1948 Capps Highway in Monticello, Florida, on April 15, 2026. During this inspection, possible violations of Chapter 403, Florida Statutes, and Chapter 62-620, Florida Administrative Code were observed.

During the inspection, Department personnel noted the following:

- Operation of a wastewater facility or activity which discharges wastes into waters without a valid permit issued by the Department.

Violations of Florida Statutes or administrative rules may result in liability for damages and restoration, and the judicial imposition of civil penalties up to $15,000.00 per day per violation, pursuant to sections 403.121, 403.141, and 403.161, Florida Statutes.

Respond in writing within **15 days** of your receipt of this correspondence. Please direct your written response to Savanna Harrison, at Savanna.Harrison@FloridaDEP.gov, or call (850) 595-0596 to discuss. The Department is interested in receiving any facts you may have that will assist in determining whether any violations have occurred.

Please be advised that this correspondence is part of an agency investigation, preliminary to agency action in accordance with section 120.57(5), Florida Statutes. We look forward to your cooperation in completing the investigation and resolving this matter.

Sincerely,

Elizabeth Mullins Orr

Elizabeth Mullins Orr
Director
Northwest District

EMO/sh

cc: Hugh Thomas, Suwannee River Water Management District (hugh.thomas@srwmd.org)
Garrett Spencer, Suwannee River Water Management District (Garrett.Spencer@SRWMD.org)
Sean Marston, P.E., Urban Catalyst Consultants (smarston@uceeng.com)

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EXHIBIT D

Public Facebook Post

Florida State Representative
Allison Tant (D-Tallahassee)

Publicly disseminating the SRWMD
Notice of Non-Compliance and calling
for additional oversight of the
Trulieve Jefferson Facility

Posted on or about April 18, 2026
https://www.facebook.com/share/p/1EpGBtkWFB/

UNOFFICIAL DOCUMENT

State Representative Allison Tant
April 18 at 10:01 AM ·

Jefferson friends, pls see this update.

SUWANNEE RIVER
WATER MANAGEMENT DISTRICT

2026

ers
Capps Highway, LLC
tin Road
see, FL 32308

Notice of Non-Compliance: ERP-065-234995-3 - Item #152004,
Trulieve Jefferson County Production Facility, Jefferson County

Powers,

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Compliance for a Suwannee River Water Management District (District) issu
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: 08-1S-4E-0000-0043-0000 of Jefferson County

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violation of permit condition #1.

Water: During the inspections, District staff observed standing water in the stormwat
ng site inspections on April 10th and April 15th.

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most recent rain event. The discharge of water for a period exceeding 30 days is viol
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erson County Production Facility
26 Application No. ERP-06

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arshall@srwmd.org.

ly,

Marshall II, PE, PMP, CFM
, Resource Management and Projects Division