

IN THE STATE COURT OF GWINNETT COUNTY  
STATE OF GEORGIA

UNIQUE WHOLESale, LLC,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO:
	)	25-C-08293-S5
	)	
v.	)	<b><u>JURY TRIAL DEMANDED</u></b>
	)	
I-20 TOBACCO & VAPE, LLC,	)	
	)	
Defendant.	)	
	)	
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	)	
I-20 TOBACCO & VAPE, LLC,	)	
WRENS TOBACCO & VAPE, INC.,	)	
ABUDALLAH KHALE AL-GAADI,	)	
A/K/A ALI AL-GAADI	)	
	)	
Counterclaimants,	)	
	)	
v.	)	
	)	
UNIQUE WHOLESale, LLC,	)	
	)	
Counterclaim Defendant.	)	

**ANSWER AND COUNTERCLAIMS**

Pursuant to O.C.G.A. §§ 9-11-12 and 9-11-13(h), Defendant and Counterclaimant I-20 Tobacco & Vape, LLC (“I-20 Tobacco”), Counterclaimant Wrens Tobacco & Vape, Inc. (“Wrens Tobacco”) and Counterclaimant Abdullah Khale Al-Gaadi (“Mr. Al-Gaadi”), by and through undersigned counsel, hereby file the foregoing Answer and Counterclaims and respond to the Plaintiff Unique Wholesale, LLC’s complaint as follows:

## **INTRODUCTION**

This is a case about a wholesaler, Unique Wholesale, that provided its retail customers with illegal marijuana that it misrepresented was legal hemp. Relying on those representations, one of Unique's retail customers, Wrens Tobacco, sold Unique's products to an undercover police officer, who sent the product for testing. The product came back well over the legal THC limit, Wrens Tobacco was raided by the police, its property was seized, and its employee, Ali Al-Gaadi, was arrested and charged with selling marijuana. The store was temporarily shut down.

I-20 Tobacco and Wrens Tobacco, as retail customers of Unique, now seek accountability—wholesalers like Unique cannot continue selling illegal products to retailers by misrepresenting them as legal “hemp” products and then leave retailers and their employees to fend for themselves when they are subjected to raids and arrests after those products test over the legal limit. Justice demands more.

## **STATEMENT OF FACTS**

1.

Defendant I-20 Tobacco is a licensed hemp retailer in the State of Georgia with a store located in Augusta, Georgia. I-20 Tobacco is authorized to sell consumable hemp products, including products containing legal amounts of tetrahydrocannabinol (“THC”). I-20 Tobacco has common ownership and operations with its affiliated store, Wrens Tobacco & Vape, in Wrens, Georgia.

Mr. Al-Gaadi was an employee of Wrens Tobacco at all relevant times. Both I-20 and Wrens Tobacco purchased products from Unique in connection with this case, and both business and Mr. Al-Gaadi are counterclaimants against Unique based on the damages they incurred as a result of Unique's unlawful conduct.

2.

Plaintiff Unique Wholesale is a large wholesaler of hemp, tobacco, and other smoke shop products based in Gwinnett County, Georgia. At all times relevant to this case, Unique provided hemp products to I-20 and Wrens Tobacco for retail sale and represented to I-20 and Wrens Tobacco that its hemp products were legal under federal and state law and were under the legal limit of THC.

3.

Unique provided I-20 Tobacco and Wrens Tobacco with a variety of hemp products including "THCA Flower," a product that Unique specifically represented was compliant hemp (i.e., under the legal limit of THC) that was legal to sell in Georgia. Unique knew and had reason to know that THCA flower is not legal hemp, however, and that this product contained over the legal limit of THC at the time that Unique sold it to I-20 and Wrens Tobacco.

4.

In January 2024, after they purchased and tested hemp products from Wrens Tobacco that were supplied by Unique, the Wrens Police Department conducted a

raid of Wrens Tobacco's store, seizing U.S. currency, inventory, and other assets, arresting Mr. Al-Gaadi, and shutting down the entire business for multiple months. The Georgia Bureau of Investigation ("GBI") later tested the additional seized products, which were also provided by Unique, and found that these products contained THC over the legal limit and were thus "marijuana." The State initiated forfeiture proceedings against Wrens Tobacco and the seized property.

5.

After producing evidence to the State showing that Wrens Tobacco had relied on its vendors and their vendors' representations that the hemp products it sold were legal, the State withdrew its forfeiture complaint. The State has since returned certain non-hemp products that were seized and allowed the store to re-open, but it still has custody of the seized cash and hemp inventory. The criminal charges against Mr. Al-Gaadi remain pending, but he maintains his innocence.

6.

As a result of the significant financial losses and expenses incurred by Wrens Tobacco and as a result of these raids, the closure of the business, and the subsequent court proceedings, both I-20 Tobacco and Wrens Tobacco have been financially limited and continue sustaining substantial economic losses. For his part, Mr. Al-Gaadi was released on bond after being incarcerated, and he continues suffering trauma from being falsely accused and arrested.

7.

Unique provided products to I-20 and Wrens Tobacco that tested well over the legal THC limit and which resulted in the raid of Wrens Tobacco and the arrest of Mr. Al-Gaadi. Unique falsely represented to I-20 and Wrens Tobacco that its products were under the legal limit and were legal to sell when they knew and had reason to know that this was not true. Despite the enormous damage it has caused to I-20 and Wrens Tobacco, not to mention Mr. Al-Gaadi, Plaintiff now has the gall to sue Defendant and accuse Defendant of harming Plaintiff.

#### **DEFENDANT I-20'S ANSWER**

8.

Pursuant to O.C.G.A. § 9-11-8, Defendant generally denies each and every allegation in Plaintiff's Complaint except as expressly admitted below and demands strict proof thereof.

#### **RESPONSES TO PLAINTIFF'S NUMBERED ALLEGATIONS**

9.

Defendant lacks sufficient information to admit or deny Paragraph 1 of Plaintiff's Complaint and therefore denies the same.

10.

Defendant admits Paragraph 2 of Plaintiff's Complaint to the extent it is a Georgia limited liability company but denies that venue or jurisdiction are proper.

11.

Defendant admits Paragraph 3 of Plaintiff's Complaint to the extent that its registered agent is Mohammed Alzokari but denies all remaining allegations.

12.

Defendant lacks sufficient information to admit or deny Paragraph 4 of Plaintiff's Complaint and therefore denies the same.

13.

Defendant denies Paragraph 6 of Plaintiff's Complaint. Defendant is not indebted to Plaintiff in the alleged sum or any other sum.

14.

Defendant denies Paragraph 7 of Plaintiff's Complaint. Plaintiff did not perform all its obligations. Plaintiff materially misled Defendant and its affiliated business and sold them defective products that resulted in the raid of their affiliate store and severe economic losses.

15.

Defendant denies Paragraph 8 of Plaintiff's Complaint to the extent that Plaintiff alleges that Defendant was contractually obligated to pay Plaintiff.

16.

Defendant admits Paragraph 9 of Plaintiff's Complaint to the extent that Defendant received a letter from Plaintiff demanding payment, but Defendant

denies that “Defendant failed to respond in any form.” In fact, undersigned counsel for the Defendant responded to Plaintiff regarding the letter, directly spoke with Plaintiff’s counsel on multiple occasions, and specifically advised that Defendant would countersue if Plaintiff initiated a lawsuit.

17.

Defendant denies Paragraph 10 of Plaintiff’s Complaint.

18.

Defendant denies paragraphs 11 through 16 of Plaintiff’s Complaint.

Defendant denies the existence of any enforceable contract obligating Defendant to pay the alleged balance, denies that Plaintiff performed as obligated or acted in good faith, and Plaintiff’s own misconduct rendered the products unsellable and caused Defendant’s business losses.

19.

Defendant denies the allegations in paragraphs 17 through 20 of Plaintiff’s Complaint and denies acting in bad faith or causing Plaintiff unnecessary expense.

### **AFFIRMATIVE DEFENSES**

20.

#### **Improper Venue**

Plaintiff pleads venue based on a purported forum-selection agreement. Defendant did not agree to venue; any alleged agreement is unenforceable.

21.

**Failure of Consideration**

Plaintiff's products were illegal or misrepresented and could not lawfully be sold, rendering the transaction void or voidable.

22.

**Fraud in the Inducement**

Plaintiff knowingly misrepresented that its products were legal under state and federal law, and Defendant relied on these misrepresentations to its detriment.

23.

**Illegality of Contract**

To the extent any contract existed, it is unenforceable under O.C.G.A. § 13-8-1 because it involves the sale of contraband.

24.

**Unclean Hands**

Plaintiff's misrepresentations and unlawful conduct bar equitable recovery.

25.

**Failure to Mitigate Damages**

Plaintiff failed to act reasonably to avoid or reduce damages.

26.

**Setoff and Recoupment**

Defendant is entitled to offset and recoup its losses from Plaintiff's unlawful conduct, including costs of forfeiture defense, attorney's fees, and business losses far exceeding \$35,000.



27.

**Lack of Privity/Title Retained by Plaintiff**

Goods were delivered on consignment; ownership remained with Plaintiff, and Defendant incurred losses due to Plaintiff's defective and illegal merchandise.

28.

**Comparative Fault**

Any alleged damages were caused by Plaintiff's misconduct or third parties.

29.

**Failure to State a Claim**

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

**COUNTERCLAIMS BY I-20 TOBACCO,  
WRENS TOBACCO, AND ALI AL-GAADI**

**COUNT I – VIOLATION OF THE GEORGIA RACKETEER  
INFLUENCED AND CORRUPT ORGANIZATIONS ACT  
(O.C.G.A. § 16-14-1 et seq.)**

30.

Counterclaimants I-20 Tobacco & Vape, LLC, Wrens Tobacco & Vape, Inc., and Mr. Al-Gaadi ("Counterclaimants") reallege and incorporate by reference all preceding paragraphs.

31.

Counterclaim Defendant Unique Wholesale, LLC ("Unique") is a "person" within the meaning of O.C.G.A. § 16-14-3(5) and is subject to liability under the Georgia RICO Act.

32.

Unique engaged in and conducted an enterprise within the meaning of O.C.G.A. § 16-14-3(6), comprised of itself and its agents and distributors, which engaged in a pattern of racketeering activity by repeatedly selling and distributing mislabeled and unlawful cannabis products falsely represented as legal hemp.

33.

Unique committed multiple predicate acts of racketeering activity, including:

- (a) Theft by deception, O.C.G.A. § 16-8-3, by knowingly misrepresenting its THCA and hemp products as compliant and legal when they were not; and
- (b) Distribution of marijuana, O.C.G.A. § 16-13-30(j), by selling cannabis products with THC concentrations greater than 0.3% under the guise of legal hemp.

34.

These predicate acts occurred continuously between 2023 and 2024, were related, and had a common purpose of obtaining money from retailers such as Counterclaimants through misrepresentation of illegal products as lawful goods.

35.

Unique's conduct directly and proximately caused the raid of Wrens Tobacco, the arrest of Mr. Al-Gaadi by law enforcement, and the closure of the business for several months. This also caused significant economic losses to I-20 Tobacco due to the common ownership and operations between the businesses.

36.

As a result of Unique's racketeering activity, Counterclaimants suffered significant economic harm exceeding \$35,000, including lost income, business interruption, and attorney's fees defending against the consequences of Unique's defective products. And until the charges against Mr. Al-Gaadi are dismissed or he is acquitted by a jury, he will continue incurring damages as a result of his false arrest due to Unique's defective products.

37.

Pursuant to O.C.G.A. § 16-14-6(c), Counterclaimants are entitled to recover treble damages, attorney's fees, and costs of litigation.

38.

Counterclaimants pray for judgment against Counterclaim Defendant for treble damages, attorney's fees, and all other relief that is just and proper.

## **COUNT II – FRAUD AND MISREPRESENTATION**

39.

Unique represented to Counterclaimants that the products sold or consigned to Counterclaimants were lawful under state and federal law. Unique knew these representations were false, as subsequent GBI testing confirmed that product sold by Plaintiff exceeded 0.3% THC and constituted controlled substances under O.C.G.A. § 16-13-25 and § 2-23-3.

40.

Unique's false representations caused Counterclaimants to sell or possess illegal cannabis products, leading to a police raid, seizure of property, criminal charges against Mr. Al-Gaadi, and closing the business. Unique knew or recklessly disregarded that Counterclaimants justifiably relied on Unique's representations and would not have purchased or resold the products but for those representations.

41.

Counterclaimants incurred well over \$35,000 in damages for attorney's fees, lost inventory, and lost business income, not to mention the emotional trauma and pain and suffering by Mr. Al-Gaadi as a result of his arrest and charges.

42.

Unique's conduct constitutes fraud under Georgia law.

43.

Counterclaimants seek judgment for compensatory and punitive damages, attorney's fees, and all other relief deemed just and proper.

**COUNT III – BREACH OF EXPRESS AND IMPLIED WARRANTY OF  
MERCHANTABILITY AND FITNESS**

44.

Unique distributed cannabis products that it explicitly and implicitly represented as legal "hemp" under federal and state law but which was not fit for lawful sale or consumption.

45.

The products were unmerchantable and unfit for their intended purpose, as they were in fact controlled substances and caused business closure, arrests, seizure of assets, and significant other economic and non-economic losses.

46.

Counterclaimants are entitled to recover damages under O.C.G.A. §§ 11-2-313, 11-2-314, and 11-2-315.

#### **COUNT IV – NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

47.

Unique owed a duty of reasonable care to ensure its products complied with applicable law and were accurately labeled.

48.

Unique breached that duty by distributing products containing unlawful amounts of THC that were over the legal limit under federal and state law.

49.

Unique's negligence directly caused Counterclaimants' losses, including seizure of property, arrests, and interruption of business operations. Unique supplied false information upon which Counterclaimants justifiably relied on and thus proximately caused Counterclaimants' pecuniary losses.

## COUNT V – ATTORNEY’S FEES AND COSTS

50.

Counterclaimants are entitled to recover attorney’s fees and costs under O.C.G.A. § 13-6-11 due to Unique’s bad faith and stubborn litigiousness.

### PRAYER FOR RELIEF

WHEREFORE, Defendant and Counterclaimants respectfully pray that this Court:

- a. Conduct a jury trial on all issues so triable;
- b. Dismiss Plaintiff’s Complaint with prejudice;
- c. Enter judgment in favor of Defendant and Counterclaimants on all counts;
- d. Award treble damages, attorney’s fees, and other available relief under Georgia’s RICO Act, O.C.G.A. § 16-14-6(c), et seq;
- e. Award Defendant and Counterclaimants damages in excess of \$35,000 for losses caused by Plaintiff’s conduct;
- f. Award Defendant and Counterclaimants punitive damages for fraud and intentional misconduct;
- g. Award attorney’s fees and costs; and
- h. Grant such other relief as the Court deems just and proper.

This 9th day of October, 2025.

THE CHURCH LAW FIRM, LLC  
101 Marietta Street, Suite 3300  
Atlanta, Georgia 30303  
(404) 223-3310  
tom@church.law

s/Thomas D. Church

Thomas D. Church  
Georgia Bar No.: 956589

## **CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the following with a copy of the within and foregoing Answer and Counterclaims by electronic mail or U.S. Mail delivery addressed as follows:

M. Khurram Baig  
THE BAIG FIRM  
125 Lawrenceville Street, Suite 100  
Norcross, GA 30071  
[mkbaig@baiglaw.com](mailto:mkbaig@baiglaw.com)

This 9th day of October, 2025.

THE CHURCH LAW FIRM, LLC  
101 Marietta Street, Suite 3300  
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*s/Thomas D. Church*

Thomas D. Church  
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