

Bartell and Associates: MO CUP Comparisons

08/15/22

James Bartell, his company, Bartell and Associates as lobbyists will do anything, go to any lengths to see that their clients, criminals who would not qualify for licensing in San Diego’s lucrative cannabis licensing scheme if their true identities were known during the license application process, will hide, steal, bribe, tamper and even murder those who would stand in their way. The evidence is here for all to see. You be the judge.

- A. Multiple properties and/or “Unknown” Relationships**
- 1. Larry Geraci: JL 6th Avenue Property, LLC - 1033 6th Ave.**
- 2. Larry Geraci: LST Investments, LLC – 6176 Federal Blvd.**
- 3. Salam Razuki: Razuki Investments, LLC – 8863 Balboa Ave., Ste # E**

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Unlike the privacy privileges that exist between attorneys and clients, in the case of lobbyists, the lobbyist must disclose the **TRUE** identities of their clients to those public agencies which they are lobbying for and who in the public agency has received any money on behalf of their client. It is with this public information I was able to identify certain clients that Bartell represents who, through Bartell's mutual efforts, are not playing by the rules and what public employees from the City of San Diego Development Services Department (DSD) were/are being paid that money. The records will show both disclosed and undisclosed parties that should they have been disclosed but weren't because their disclosure would have prevented them from obtaining the lucrative DSD cannabis licenses that only seem to go to a select few. Thus, the records contained herein will show that DSD is actually in on these Bartell schemes and that, in combination with other City agencies, seize real property and in at least one case, led to a death that while ruled a suicide has significant indicators of a murder.

A review of the exhibits shows that DSD had played fast and loose with what got displayed on their website for the 6220 CUP for public consumption. In an effort to hide their original CUP No. 2114346 application activities, which had been posted on 05/04/18 to the DSD website with the proper address, APN and image (See **EX2.0**) the image on 06/01/18, **for the same CUP No. 2114346**, shows the images in A2.1 are of the City Parking Garage, and that the APN and project address have both been changed! This makes no sense and is only one of numerous direct violations of [the BROWN ACT](#) the DSD has engaged in. (See **EX A2.0 and A2.1**)

This 6220 CUP somehow went from application to final approval in roughly 6 months. The DSD Project Manager for the 6176 CUP had been Ms. Cherlyn Cac. She was reassigned to manage the competing 6220 CUP 03/14/18. Eventually, within that 6 months, Cac took the 6220 CUP to final approval with her Report to the Hearing Officer. In my review of the [10/18/18 Public Hearing](#) we are left to contend with the fact that after just having just received a visit from Bartell, and per the EC-603 filing, Bartell gifted Cac \$1K ostensibly for her work at 6176. Irrespective of Bartell's "efforts" on behalf of Geraci, Cac stridently endorsed the 6220 CUP over the 6176 MO CUP. Neither Geraci nor Bartell seemed to have an issue with that "lack of service" for their lobbying contributions relative to the 6176 CUP application. (See **EX A2.2-24**)

The reality is Bartell had no interest in seeing the 6176 CUP get approved as to do would have cost his client Geraci, millions. The CUP goes with the land, and I am the landowner. Bartell had to use every trick in his book to make it look like Geraci was moving forward with acquiring a CUP that in reality he had to see defeated or he would have owed me millions in fees that he orally agreed to, but never committed to writing.

While Bartell, Geraci and their henchmen made it look like they were actively engaged in getting the 6176 CUP approved, it is obvious from the record, and the evidence presented herein they were not. What I will lay forth is that they, along with certain corrupt and/or incompetent lawyers, along with Judge Wohlfeil, displayed a complete and absolute disdain for the truth, law, life, public policy and procedure that was then, and continues to this day, to be astonishing in its brazen intent and purposes. In just one example; at trial, Judge Wohlfeil, accepted Geraci's counsel interpretation of the B&P Code 26057 and denied my counsel an opportunity to fully present this dispositive issue. A mistrial, without prejudice, or a recess allowing for the submission of these briefs would have been far more appropriate. This is arguably a violation of due process and an unlawful display of judicial bias reaching uneven application of the law. (See **EX 2.7-126**)

Judge Wohlfeil, while denying nearly every request I made to introduce the facts of the Bartell conspiracy to the jury, also displayed an unseemly favoritism toward Geraci's witnesses. In fact, he gushed effusively, in front of the jury, as to the overall high-quality Bartell's [non-expert] testimony. Clearly Bartell's impression over Judge Wohlfeil gained Geraci/Bartell undue and excessive credibility with the jury through this judicially biased behavior. (See **EX 2.8-133**)

In his desire to avoid considering any evidence of a Bartell led conspiracy in this matter, Judge Wohlfeil did not allow any introduction, nor any mention, of the 06/13/18 Declaration of Joseph Hurtado, a Cotton litigation investor, at trial. Hurtado's declaration provides text mail evidence that laid the foundation for the conspiracy when a material witness to the events, Ms. Corina Young, stated that on or around October 2017 as she met with Bartell about the possible investment in the 6176 CUP. Per Hurtado, Bartell told Young that she should not invest in the 6176 CUP because he [Bartell] "*owned it*" and would be "*getting it denied because everyone hates Darryl.*" (See EX 2.9-140)

The fact that Bartell was still actively lobbying for the LST-6176 in the 3rd quarter of 2018 and in that in the EC-603, he lists spending \$1000 on 8(!) DSD people. This includes Ms. Cac, which since she had not been the LST-6176 Project Manager since March-2018, defies all logic. Why didn't Bartell spend some of that LST money on the then CURRENT Project Manager for the 6176 CUP? That would have been Hugo Castaneda; whose name is oddly absent from that report. Presumably Bartell would have wanted to engage the CURRENT PM in this dog and pony show. Given the opportunity I will depose Hugo Castaneda and each of the DSD personnel named in these reports. (See EX 2.3-114)

Ascertaining additional DSD bad actors in Bartell's "efforts" to assure the LST-6176 CUP application got beaten to the finish line by the competing 6220 CUP application, **only requires a look at Bartell's EC-603 for the 4th Qtr. of 2018.** Here, we find Bartell reporting having paid another \$500 of LST money to DSD Supervisor Firouzeh Tirandazi (Cherlyn Cac's Supervisor) and Elyse Lowe, DSD Director. It is not unreasonable to surmise that this payment was part of Bartell's lobbying on behalf of his client, Geraci, to have the 6220 CUP approved over the 6176 CUP. Clearly the EC-603 records do not support this effort since none those being lobbied were DSD personnel assigned to the 6176 CUP. Also of note, it was during this same period that Cac publicly endorsed the 6220 CUP over the Bartell/Geraci 6176 CUP. (See EX 2.4-116)

Further evidence that DSD officials were compromised can be found in the COTTON v GERACI 07/09/19 trial transcript where Ms. Tirandazi, the DSD Supervisor for CUP MO applications and processing in the City of San Diego stated, while under oath, that she was unaware of Geraci. She further stated that she didn't know whether or not it was a requirement for Geraci to have disclosed his ownership on any MO-CUP [both JL and/or LST] application. It is unlikely she would not have known this given her position as head of the DSD division processing CUP applications. (See EX 2.6-122)

As previously stated, despite Bartell's alleged "best efforts", the 6220 CUP was approved over the 6176 CUP. Bartell's "best efforts" did not even go so far as attending the first public hearing of the 6220 CUP to argue why his LST-6176 CUP application, which had been in the DSD que since October, 2016, had been outpaced by a competing applicant, Aaron Magagna who had never submitted a CUP application before and did not hire, as is required under DSD project submittal requirements as set forth in [IB-514](#), licensed architects or engineers for his plan submissions.

Given that Magagna had not hired his own licensed architect and engineers, and that no legitimate licensed architect or engineer would have undertaken this project given the short time frame in which it had to be approved, Magagna, in unlawful cooperation with DSD and Bartell, in an extremely improbable fashion, provided the necessary DSD plans and submittals without the use of those licensed professionals. Magagna, in continued violation of the Brown Act, was illegally and unfairly given the DSD's cooperation in his CUP efforts, in that the City/DSD titled his drawings and submitted those drawings to a licensed civil engineer for approval.

As Magagna did not have his own engineer, it would have been impossible for his CUP application to be approved had this unlawful aid not been provided. In other words, the approved drawings clearly demonstrate that normal procedure was not followed. Based on the drawings the engineer approved, was done on private property, on behalf of the City of San Diego, under the direction of DSD. Normally a licensed architect submitting this work to DSD on behalf of their client whose name would be shown in the project drawing's title bar. As the image shows this work was being presented not as a Magagna project but instead as a City of San Diego DSD project with the Magagna Project number, 598124, being listed on the drawings.. (See EX A2.2-65-68)

What Magagna did have at the 6220 project was Cynthia Morgan-Reed of Vanst Law Group. In her EC-603 it shows that, despite whatever "best efforts" Bartell was exerting to have the LST-6176 CUP prevail, Morgan shows Magagna paying 4 DSD officials a total of \$22,565.32 over the 3rd Qtr of 2018, (Cac being one of those officials so lobbied). With this obvious conflict of interest, (seemingly, everyone at DSD especially Cac), accepting lobbying money for two different projects, one of which she, supposedly no longer has any authority over, (6176). When City employees engage in taking payments from two parties, when only one can be expected to prevail in their licensing scheme, this represents a real problem for the City of San Diego. (See EX A2.3-75)

In yet another example of what can most accurately be described as "Bartell's *ostensibly* inept handling" of his clients affairs in securing a MO-CUP, we need only look to his representation of Michael "Biker" Sherlock. What Biker had was a dream, a dream of parlaying his name into a licensed cannabis venture which would assure his family's prosperity and security. Fostered by Bartell's guidance in this nascent evolving world of licensed cannabis, Biker invested his business and family's savings into these license applications. Biker was ultimately able to realize that dream and acquire not just one, but two CUPs in his name. Biker was truly realizing his dreams.

Logically, he should have been rejoicing in these successes. Instead, what some would have us believe, is that *Biker was so depressed at having achieved these goals*, he decided to kill himself. There are a great number of inconsistencies with this theory. These inconsistencies as to Biker's state of mind are brought forth in declarations shown below by Biker's widow, Ms. Amy Sherlock and by the simple facts that Biker left his house the night of his death after having received a phone call, setting up a meeting that caused him to take his gun with him and not leaving a suicide note. Biker had every reason to return to his home that night.

Before we go further it's important to note that Bartell also represented Mr. Salam Razuki in various MO CUP applications, one of which was for the 8863 Balboa Ave. property which Biker had previously been granted that license. Once approved, Biker was being pressured to relinquish those licenses for little to no consideration. That was never Bikers plan to sell these CUPs and, of course, he was disinclined to do so. The people making these demands did not care what Biker's objections were.

If anyone within the Bartell sphere of influence represented a problem to their licensing monopoly, these creatures will simply execute the obstruction or as can be seen in US v SALAM RAZUKI, (3:18-CR-05260-605896) where Razuki has a 2018 charge of soliciting the murder of his then partner over CUP disagreements. That case is still active and is now in preparation for trial. Unfortunately for Biker, in 2015 he did not know who he was getting into business with. (See EX 3.3-164)

Biker died of an alleged suicide on December 3, 2015. He left behind a wife, Amy and two young boys. When I say this was a *supposed* suicide it's because the Medical Examiner's Report leaves more questions than it answers. Biker appears to have fought his attackers. His knuckles were cut and bruised. There was no suicide note. The gun was taken to a meeting that had been requested during a phone call Biker had before leaving. He knew that if violence was going to come into play, he was not going to have it occur in his home or around his family. It is with these nagging issues, despite her pain, grief, misery and confusion over the events surrounding Bikers death

and the issues surrounding the CUP, she decided to engage the legal services of attorney Andrew Flores to protect hers and her families interests. **(See EX 3.4-171)**

In March 2020 Flores sent a series of emails to attorney Mr. Allan Claybon who represented Mr. Bradford Harcourt, Biker's undisclosed partner in these CUPS. The purpose of these email communications were to seek clarification as to how Harcourt had been "gifted" the CUPs after Biker had passed with no financial consideration for Amy and their children. **(See EX 3.5-184)**

On April 3, 2020, in SHERLOCK et al vs. BARTELL et al, Flores files a complaint in federal court alleging the actions by Bartell and others were, among other things, a violation of Amy and Bikers civil rights. Additionally, Amy alleges that a confidential informant that worked(s) with Razuki had stated that he knew of the events surrounding Biker's death and he states that his death was not a suicide. Indeed, it was alleged that Biker was murdered so that his and his family's financial interests could be bypassed once the CUP's had been granted. **(See EX 3.6-198)** In her sworn Declaration of December 22, 2001, Amy states the facts as she knew them which surround her late husbands business dealings with his various relatives and CUP partners. **(See EX 3.7-201)**

In late 2021, having seen little to no movement on the civil litigation matters which Flores had filed, Amy in an attempt to bring attention to these events, prepared an email she was going to send to a City of San Diego Detective outlining the events surrounding Bikers death. However, under advice of counsel, Flores instructed Amy not to send it. It's posted here as it represents her thoughts and comments in late 2001. **(See EX 3.8-207)**

We know that Bartell represented Biker as can be seen by his EC-601 Lobby Report No 153775896 dated January 19, 2015. **(See EX 3.1-159)** Amy knew that Biker had a relationship with Bartell but she never met or spoke with him. When asked, she knows very little of what Bartell actually did for Biker. All she knew, from what Biker had told her, was that Bartell was very powerful and to get a CUP in San Diego he had to go through Bartell. When asked, Amy is also unaware of any engagement letter, such as the one that Bartell required of Geraci, and presumably all his other clients, which Biker would have had to have with Bartell. **(See EX A1-8)**

Did Michael Sherlock have an executed Engagement Letter with Bartell & Associates for the 8863 Balboa Ave Ste. E CUP? Given the totality of events, the existence of a signed agreement between these two is unlikely. To that point, Amy has stated that Biker would not have been the one paying for Bartell's service. So, who did pay for that service? Should Biker not willingly surrender approved CUPS in his name, who then benefits from those CUPs should Biker meet an untimely death? For that we only have to consider what services James Bartell brings to the table. Manipulation of ME reports would be a truly atmospheric level of influence but even if that were not to be completely proven by an independent analysis of the 12/04/15 ME Report there is another document that demands consideration. Bikers forged signature on the documents that transferred the CUP out of his name and over to his partner Bradford Harcourt.

On February 21, 2020, a forensic analysis was done of the documents Biker purportedly signed 18 days after his death, which transferred his shares in the CUP licenses to his partner Harcourt. A review of the analysis shows those documents and the determination that the Biker signature was considered to be forged as another, in a growing body of evidence, which shows how these Bartell CUP applications are rife with fraud and crimes that go well beyond any low level white-collar criminal activities. **(See EX 3.9-219)**

Nothing about these people and their activities cannot be undone. If we do nothing, nothing will change. What is being described here, in great detail is not a situation limited to just San Diego. These are conditions that have

evolved since the passing of Prop 64 and the “mad dash” by certain people and groups to secure limited adult-use cannabis licenses at any cost that exist across the state.

To be a client of Bartell and Associates means you are unquestionably sleeping with the devil. Spending money in the Balboa Avenue Cooperative at 8863 Balboa Ave Ste. E San Diego, CA 92123 or the Originals Dispensary at 6220 Federal Blvd., San Diego, CA 92114 is subsidizing the abuses Bartell engages in. When purchasing cannabis at these stores you are literally feeding the mouths of the criminals who bribe, rob, extort, threaten, intimidate, and even kill those who stand in the way of their dominating the licensed cannabis industry. The very least we can do is not contribute to their financial success.

Lobbyists do not operate in a vacuum. They operate in the shadows. They are what is what’s wrong with licensed cannabis. The current state and local licensing regimes reward people like them by creating a system where pay to play corruption in cannabis licensing has become a *normal* way of doing business. Prior to the passing of Prop 64 in California, lobbyists, corrupt politicians and lawyers were not necessary to acquire a cannabis license. Today it seems that it is more often the case when someone interested in acquiring a cannabis license will hide behind an LLC, not disclose the true ownership and allow lobbyists and acquire that license regardless of the cost to those who applied for and were led to believe that they too had a legitimate shot at acquiring one of these highly sought-after licenses. As can be seen here and in numerous other instances throughout the state, that has frequently not been the case.

Finally, deaths attributed to suicides that are more likely murder, are fairly common in cannabis licensing when someone stands in the way of the cannabis oligarchy. The most common cause of death we see is an overdose of cocaine laced with fentanyl. However, in the case of Michael “Biker” Sherlock, the evidence shows how he vigorously fought to save his life, but once overtaken, died by the hands of others. I received these same types of threats and even had an armed robbery committed on my property in which the police did nothing to charge the criminals when I gave them their identities and the police had them in custody. The difference between what happened to me, and to Biker is that when I became aware of their malintent, I never took an in person meeting with them after that, and I insisted all future communication be done by email.

This is unacceptable! We must put a stop to this! It is to that end I write this in the hopes that, in the words of the late former Associate Justice of the Supreme Court Louis Brandeis stated, “sunlight is the greatest disinfectant.” Our casting a light on those who engage in these shadowy activities must create the change that our law demands. It’s simply up to us to demand it.

Darryl Cotton
08/15/22

PS: I do not drink or take illegal drugs. I am **NOT** suicidal!!! If anything happens to me that causes my death, it will not be by my hand. If my death should occur, I recommend that any **unbiased law enforcement agency** start their investigation into the cause of my death with those named antagonists contained within this document.

EXHIBIT A1



Public Relations • Government Relations

5333 Mission Center Road, Suite 115
San Diego, CA 92108
619-704-0180

Court's Ex. 001
Case # 37-2017-00010073-CU-BC-CTL
Rec'd _____
Dept. C-73 Clk. _____

Letter of Agreement

This letter shall serve as an agreement between Bartell & Associates, Inc. a California corporation doing business as Bartell & Associates, hereafter referred to as "B&A" and **Larry E. Geraci**, hereafter referred to as "Client."

Under terms of this agreement, B&A will provide public relations and government relations consulting services for the Client, and the Client agrees to make payments for such services.

The term of this agreement is effective **November 2, 2015** and will continue until canceled by mutual agreement of B&A and Client with 30 days of written notice by either party.

Consulting services will be billed by B&A on a monthly retainer of \$7,500, due the first of each month.

Out-of-pocket expenses will be billed in addition to the project fee and include such items as mileage, parking, etc. Purchased goods or services, such as typesetting, photography, printing, postage, long distance telephone, Internet-related services and related requirements are subject to standard industry markups (17.65%) and the cost of purchased goods or services is in addition to the monthly retainer for professional services.

All printed material will be submitted to Client for approval prior to production and distribution.

In the event Client authorizes B&A to place advertising or procure printing on behalf of the Client, Client agrees that B&A acts as the Client's agent of record for the purpose of placing broadcast, direct mail, outdoor, newspaper, magazine or Internet advertising, and that B&A is authorized to enter on the Client's behalf all contracts necessary to effectuate the Client's purpose in retaining B&A, and B&A shall be entitled to keep all customary and usual agency discounts and commissions from such placements, provided that they at no time exceed fifteen (15) percent of the gross retail cost of advertisement and 17.65 (seventeen point six five) percent of other bought items and 33 (thirty three) percent of bought services overseen by B&A on Client's behalf.

B&A also agrees that on or about the fifteenth of each month, B&A will provide Client with a description of professional services provided (if requested) and expenses incurred. All bills rendered are due and payable on receipt by Client.

If payment is not received within thirty (30) days of the billing date, a service charge of 1.5 percent, or the amount allowed by law, whichever is lower, will be applied to the unpaid balance on a monthly basis following the billing date. In the event litigation is necessary for B&A to recover its fees and costs, Client agrees to pay B&A its attorney fees and costs.

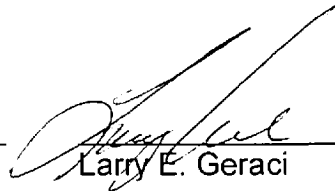
It is understood that B&A cannot undertake to verify facts supplied to B&A by Client or factual matters included in material prepared by B&A and approved by Client. Client agrees to indemnify and hold B&A harmless from and against any and all losses, claims, damages, expenses (including reasonable legal expenses) or liabilities which B&A may incur (a) based upon information, representations, reports, data or releases furnished or approved by Client or its representatives for use or release by B&A and/or (b) resulting from disputes between B&A and third parties related to and/or within the scope of this agreement.

B&A and Client agree that, in the event that litigation arises out of this agreement, the jurisdiction and the venue shall be San Diego County, California. B&A and Client also agree that this agreement shall be governed by the laws of the State of California.

I have read the agreement and commit to the terms described herein.

Bartell & Associates

Jim Bartell
President


Larry E. Geraci

Date

10-29-2015
Date

TAX & FINANCIAL CENTER, INC.
5402 RUFFIN RD. STE. 200
SAN DIEGO, CA 92123-1301

1128
11-35/1210 CA
71132

10-29-15
Date

Pay to the
Order of

BARTLETT & ASSOCIATES

\$ 7500⁰⁰

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- The word "VOID" appears clearly to the right of this message

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EXHIBIT A2.0

Approval #2114346 - Conditional Use Permit



Approval Information

Status Created

Issued

Issued by

**Permit
Holder**

**Net
Change
DU**

Valuation \$0.00

**Sq.
Footage**

**First
Inspection**

**Complete
Date**

Scope

Job

Map



Address 6220 1/3 FEDERAL BL

APN 543-020-04-00

BC Codes

Project

Project ID 598124 (/Web/Projects/Details/598124)

Account 24007747

Admin No

Hold

Project Name Federal Blvd Marijuana Outlet

Project Contact Cac, Cherlyn
(619)236-6327
ccac@sandiego.gov

Project Scope ENCANTO (Process 3) Conditional Use Permit to operate a Marijuana Outlet (MO) located at APN 543-020-400 on Federal Boulevard with the removal and demolition of existing structures and construct a 2,436-square-foot building. The 0.11 acre lot, located on the north side of Federal Boulevard and east of Winnett Street, is in the CO-2-1 zone within the Encanto Neighborhoods Community Plan area. Council District 4.

Fees



Type	Category	Quantity	Type Unit	Status
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There are no Fees associated with this approval

Exceptions


Status**Exception**

There are no Exceptions associated with this approval

Inspections 

ID	Tier	InspType	Status	Inspector	Scheduled	Performed	Result	Discipline
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There are no Inspections associated with this approval

Issues 


Created	Created by	Tier	Issue	Cleared	Cleared by	Note	Class
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There are no Issues associated with this approval

Dependent Approvals 

Approval ID	Type	Status Required	Current Status	Impact
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There are no Dependent Approvals associated with this approval

Dependent Packages 

Package Name	Added By	Added Date	Requirement Met	Tier
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There are no Dependent Packages associated with this approval

Data TimeStamp: 04/05/2018 16:18:48

Approval Status FAQ (<https://www.sandiego.gov/development-services/opensd/approvalreports.shtml>)

EXHIBIT A2.1

Development Services Department

Approval #2114346 - Conditional Use Permit

Application
03/14/2018

Issuance

Inspection

Completion

Approval Information

Status Created

Issued

Issued by

**Permit
Holder**

**Net
Change
DU**

Valuation \$0.00

**Sq.
Footage**

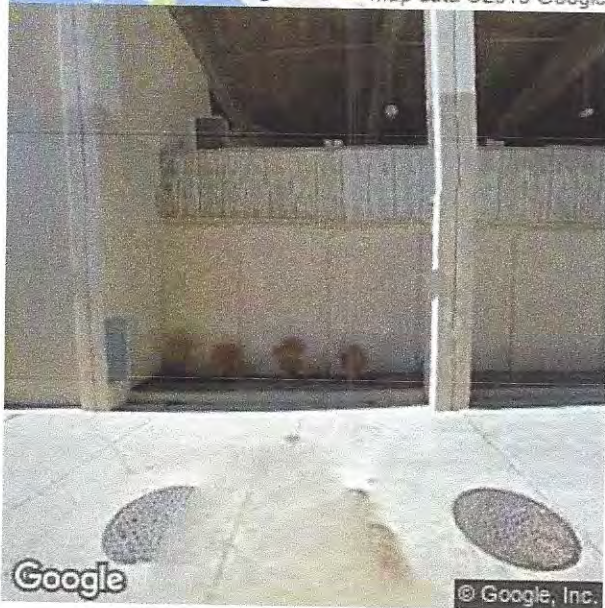
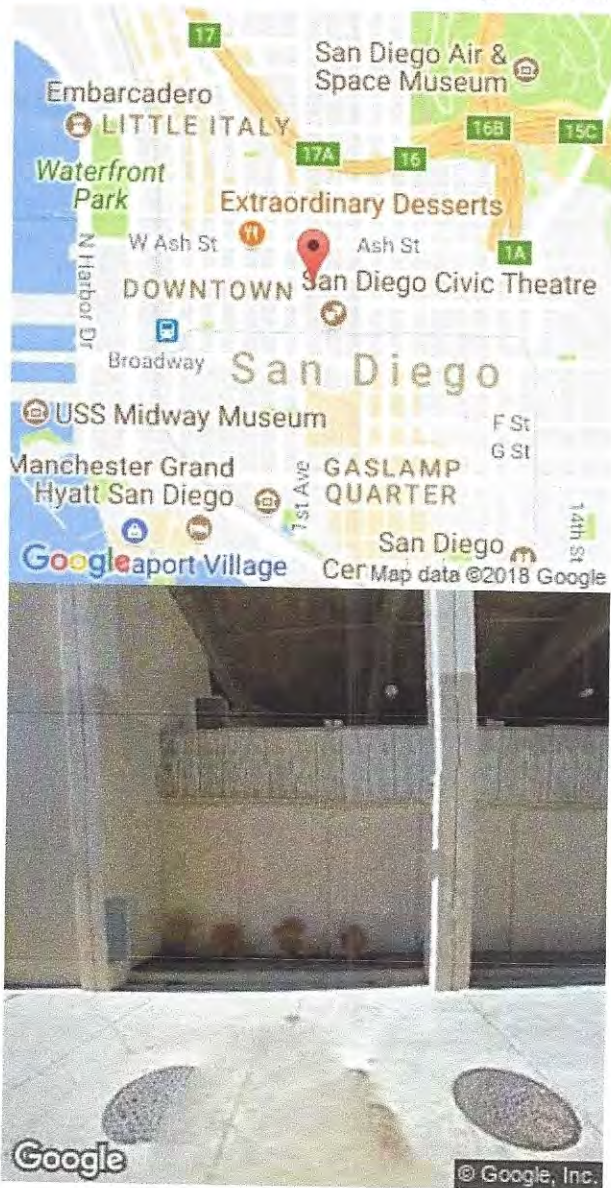
**First
Inspection**

**Complete
Date**

Scope

Job

map



Address 1222 01ST AV [Pending]
APN 533-433-28-00
BC Codes
Project
Project ID 598124 (/Web/Projects/Details/598124)
Account 24007747
Admin No
Hold
Project Name Federal Blvd Marijuana Outlet
Project Contact Cac, Cherlyn
 (619)236-6327
 ccac@sandiego.gov

Project Scope

ENCANTO (Process of) Conditional Use Permit to operate a Marijuana Outlet (MO) located at APN 543-020-400 on Federal Boulevard with the removal and demolition of existing structures and construct a 2,436-square-foot building. The 0.11 acre lot, located on the north side of Federal Boulevard and east of Winnett Street, is in the CO-2-1 zone within the Encanto Neighborhoods Community Plan area. Council District 4.

Fees



Type	Category	Quantity	Type Unit	Status
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There are no Fees associated with this approval

Exceptions



Status	Exception
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There are no Exceptions associated with this approval

Inspections



ID	Tier	InspType	Status	Inspector	Scheduled	Performed	Result	Discipline
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There are no Inspections associated with this approval

Issues



Created	Created by	Tier	Issue	Cleared	Cleared by	Note	Class
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There are no Issues associated with this approval

Dependent Approvals



Approval ID	Type	Status Required	Current Status	Impact
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There are no Dependent Approvals associated with this approval

Dependent Packages



Data TimeStamp: 06/08/2018 17:33:28

Approval Status FAQ (<https://www.sandiego.gov/development-services/opensds/approvalreports.shtml>)

EXHIBIT A2.2



THE CITY OF SAN DIEGO

Report to the Hearing Officer

DATE ISSUED: October 10, 2018 REPORT NO. HO-18-097

HEARING DATE: October 17, 2018

SUBJECT: Federal Blvd. Marijuana Outlet, Process Three Decision

PROJECT NUMBER: [598124](#)

OWNER/APPLICANT: John Ek, Owner/2018FMO, LLC, Applicant

SUMMARY

Issue: Should the Hearing Officer approve the construction of a two-story commercial building for a proposed Marijuana Outlet on Federal Boulevard at Assessor's Parcel Number 543-020-0400 within the Encanto Neighborhoods Community Plan area?

Staff Recommendation: Approve Conditional Use Permit No. 2114346.

Community Planning Group Recommendation: On September 17, 2018, the Encanto Neighborhoods Community Planning Group voted 7-4-1 to recommend approval (Attachment 9).

Environmental Review: This project was determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (c) (New Construction or Conversion of Small Structures). This project is not pending an appeal of the environmental determination. The environmental exemption determination for this project was made on August 30, 2018, and the opportunity to appeal that determination ended September 14, 2018.

BACKGROUND

In 1996, the people of the State of California passed Proposition 215, the Compassionate Use Act, which allows the use of marijuana for medical purposes when recommended by a physician and exempts the patient and the primary caregiver from criminal prosecution. In 2004, Senate Bill 420, the Medical Marijuana Program Act (MMP) became law. The MMP requires the California Department of Public Health (DPH) to establish and maintain a program for the voluntary registration of qualified medical marijuana patients and their primary caregivers through a statewide identification card system, sets possession guidelines for cardholders, and recognizes a

qualified right to collective and cooperative cultivation of medical marijuana. In 2008, the California Attorney General established guidelines for Medical Marijuana Collective Operations and allowed cities to adopt and enforce laws consistent with the MMP.

On March 25, 2014, the City of San Diego adopted Ordinance No. O-20356 to implement regulations for Medical Marijuana Consumer Cooperatives (MMCCs), which allowed MMCCs with the approval of a Conditional Use Permit (CUP), and limited MMCCs to four per Council District for a total of 36 MMCCs City-wide. A total of 15 MMCCs have been approved to date.

On November 2016, the people of the State of California approved Proposition 64, the Adult Use of Marijuana Act (AUMA). The AUMA allows adults 21 years of age or older to legally grow, possess, and use cannabis for non-medicinal purposes, with certain restrictions. The California State Legislature passed Senate Bill 94 (Chapter 27) on June 2017 that integrated Medical Cannabis Regulation and Safety Act (MCRSA) with AUMA to create the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) contained in Division 10 of the California Business and Professions Code (§26000 et seq.). Under MAUCRSA, a single regulatory system governs the medical and adult-use cannabis industry in California.

A local jurisdiction may adopt and enforce local ordinances that regulate land use requirements as it deems necessary to reduce potential impacts associated with marijuana use. On February 22, 2017, Ordinance No. O-20793 was approved, which included amendments to the Land Development Code and the Local Coastal Program, replacing the MMCC use with a new retail sales use, Marijuana Outlet (Outlet). The Ordinance became effective in areas of the City of San Diego outside of the Coastal Overlay Zone on April 12, 2017, and within the Coastal Overlay Zone on October 12, 2017.

An Outlet may be allowed with the approval of a Process Three, CUP, provided each Council District is limited to four Outlets. An Outlet allows the sale of both medicinal and recreational marijuana, and subject to State licensing requirements. A total of five Outlets have been approved to date, with 1 in Council District 1 and 4 in Council District 7. The 15 previously approved MMCCs are allowed to operate as Outlets for the remaining term of the CUP without an amendment pursuant to Ordinance No. O-20793, and would be allowed the retail sale of marijuana upon obtaining the required State license.

The 0.11-acre site is located at Assessor's Parcel Number (APN) 543-020-0400 on Federal Boulevard, between 6196 Federal Boulevard and 6230 Federal Boulevard, in the Encanto Neighborhood Community Plan (ENCP) area (Attachment 1). The ENCP designates this parcel as Community Commercial and Residential Prohibited (Attachment 2). The site contains a shipping container, mobile trailers, vehicles, and a shade structure that will be removed for the development of the property with a new building, landscaping, and parking (Attachment 3). The parcel fronts Federal Boulevard with an employment training center south of site and the adjacent use to the north is a warehouse store. The adjacent use to the west is a market and to the east is an auto service.

DISCUSSION

Project Description:

The proposed Outlet is allowed in the CO-2-1 Zone of the ENCP with a CUP pursuant to San Diego Municipal Code (SDMC) Section 141.0504. The 0.11-acre site proposes construction of a two-story, 1,682 square-foot building for the proposed Outlet located at Assessor's Parcel Number (APN) 543-020-0400 on Federal Boulevard. The proposed Outlet building will include an entry area, sales area, restroom, and administrative facilities. The new building would comply with the California Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and all adopted referenced standards, and would be reviewed for conformance during the construction permit application phase. Public improvements would include removal of the existing driveway and replace it with curb, gutter, and sidewalk; construction of a new 20-foot driveway; and dedicate and improve an additional 2-feet on Federal Boulevard to provide a 10-foot curb-to-property-line distance. The minimum required number of parking spaces for the proposed Marijuana Outlet is zero pursuant to SDMC 142.0540, Table 142-05H. However, the project proposes 3 on-site parking spaces. In addition, the proposed development will have landscaping and a street tree.

Community Plan Consistency:

The project site is designated for Community Commercial use by the ENCP. The Community Commercial land use designation provides for shopping areas with retail, service, civic, and office uses for the community at large within 3 to 6 miles. Residential uses are prohibited in the Community Commercial land use area. Development in the Community Commercial area encourages active storefronts, outdoor seating and pedestrian-oriented design. The proposed development implements the community plan policies by providing an active and pedestrian-oriented ground floor with pedestrian access and developing the site with a two-story building. The proposed development provides transparency on the street with the active uses of a lobby and retail. The proposed Outlet, classified as retail sales, is consistent with the community plan designation.

Separation Requirements:

The SDMC allows the operation of Outlets in specific land use zones of the City and provides regulations for Marijuana Outlets. One of the criteria of the SDMC is the minimum separation requirements between an Outlet and other specified uses. SDMC Section 141.0504(a) requires a 1,000-foot separation from resource and population-based city parks, other marijuana outlets, churches, child care centers, playgrounds, libraries owned and operated by the City of San Diego, minor-oriented facilities, residential care facilities, and schools. In addition, there is a minimum distance requirement of 100 feet from all residentially zoned properties. City staff has reviewed the 100/1,000-foot radius map (Attachment 7) and 100/1,000-foot spreadsheet (Attachment 8) provided by the applicant identifying all the existing uses. The proposed Outlet complies with the minimum separation requirements between uses.

Operational and Security Requirements:

The proposed Outlet is subject to specific operational requirements and restrictions as set forth in SDMC Section 141.0504 (b) through (m), which are incorporated as conditions in the CUP (Attachment 5). These include prohibition of consultation by medical professionals on-site, prohibition of the use of specified vending machines except by a responsible person (as defined by the SDMC), provision of interior and exterior lighting, operable cameras, alarms, and a security guard, restriction of hours of operation to between 7:00 am and 9:00 pm daily, maintenance of area and adjacent public sidewalks free of litter and graffiti, and removal of graffiti within 24 hours, and restriction of signage to business name, two-colors signs, and alphabetic characters. Outlets must also comply with SDMC Chapter 4, Article 2, Division 15 which provides guidelines for lawful operation.

The applicant has also voluntarily agreed to the following additional security conditions in order to improve the safety of customers and the surrounding neighborhood and also to prevent any potential adverse impacts on the community:

- The provision of operable surveillance cameras and a metal detector;
- Use of cameras with a recording device that maintains records for a minimum of 30 days;
- Two security guards must be on the premises during business hours, and at least one security guard must be on the premises 24 hours a day, seven days a week;
- Installation of bullet resistant glass, plastic, or laminate shield at the reception area to protect employees; and
- Installation of bullet resistant armor panels or solid grouted masonry block walls, designed by a licensed professional, in common areas with other tenants, and vault room.

Conclusion

City staff has reviewed the Conditional Use Permit application for an Outlet at this location and determined the project is consistent with the land use and development standards in effect for this site. The project is not requesting and does not require any deviation or variance from the applicable regulations and policy documents. Staff has provided draft findings (Attachment 4) to support the proposed project and draft conditions of approval (Attachment 5). Staff is recommending the Hearing Officer approve the project as presented.

ALTERNATIVES

1. Approve Conditional Use Permit No. 2114346, with modifications.
2. Deny Conditional Use Permit No. 2114346, if the findings required to approve the project cannot be affirmed.

Respectfully submitted,

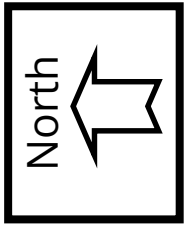
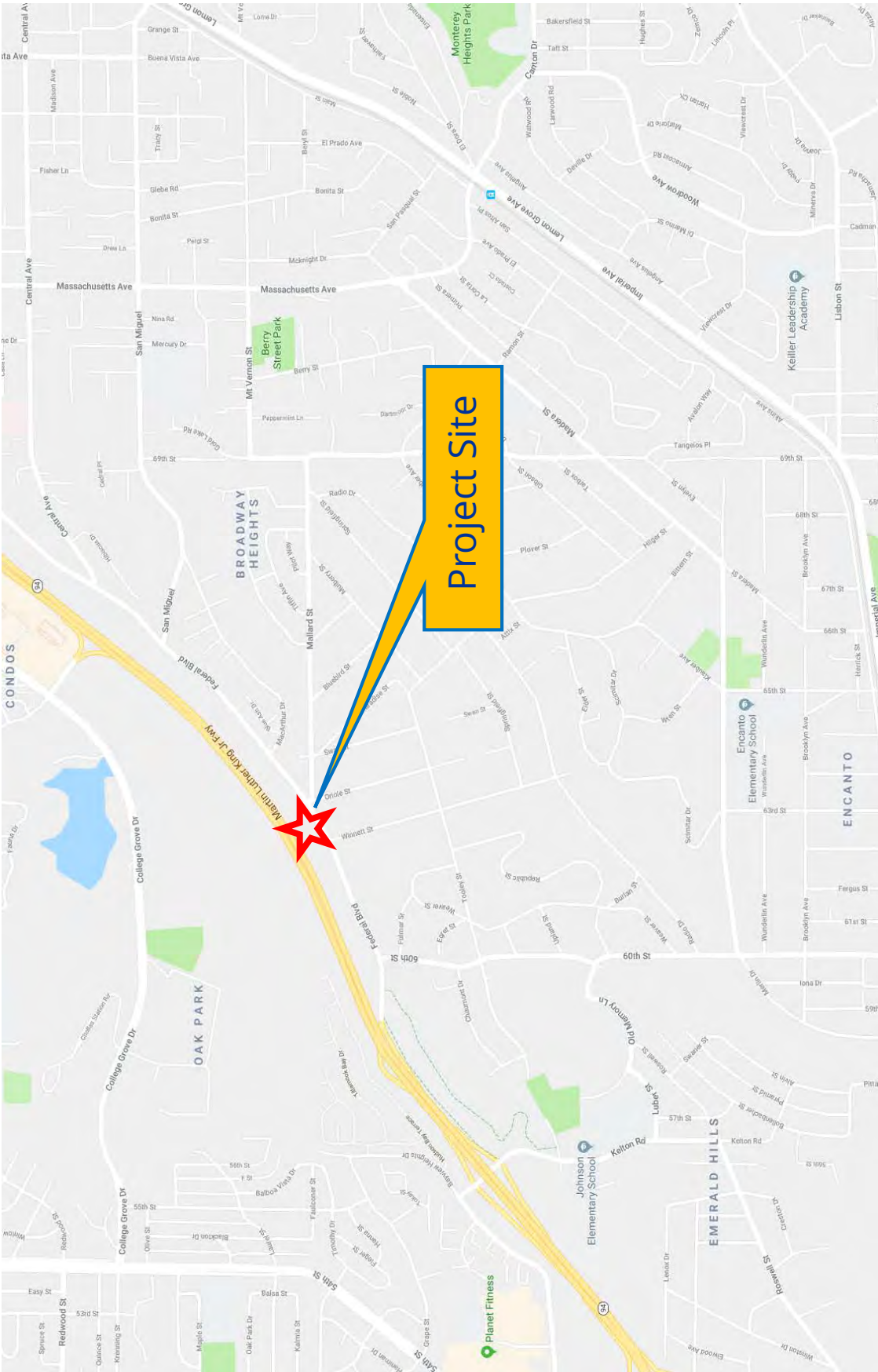


Cherlyn Cac

Development Project Manager

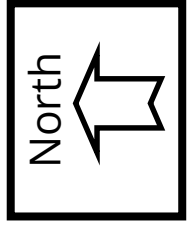
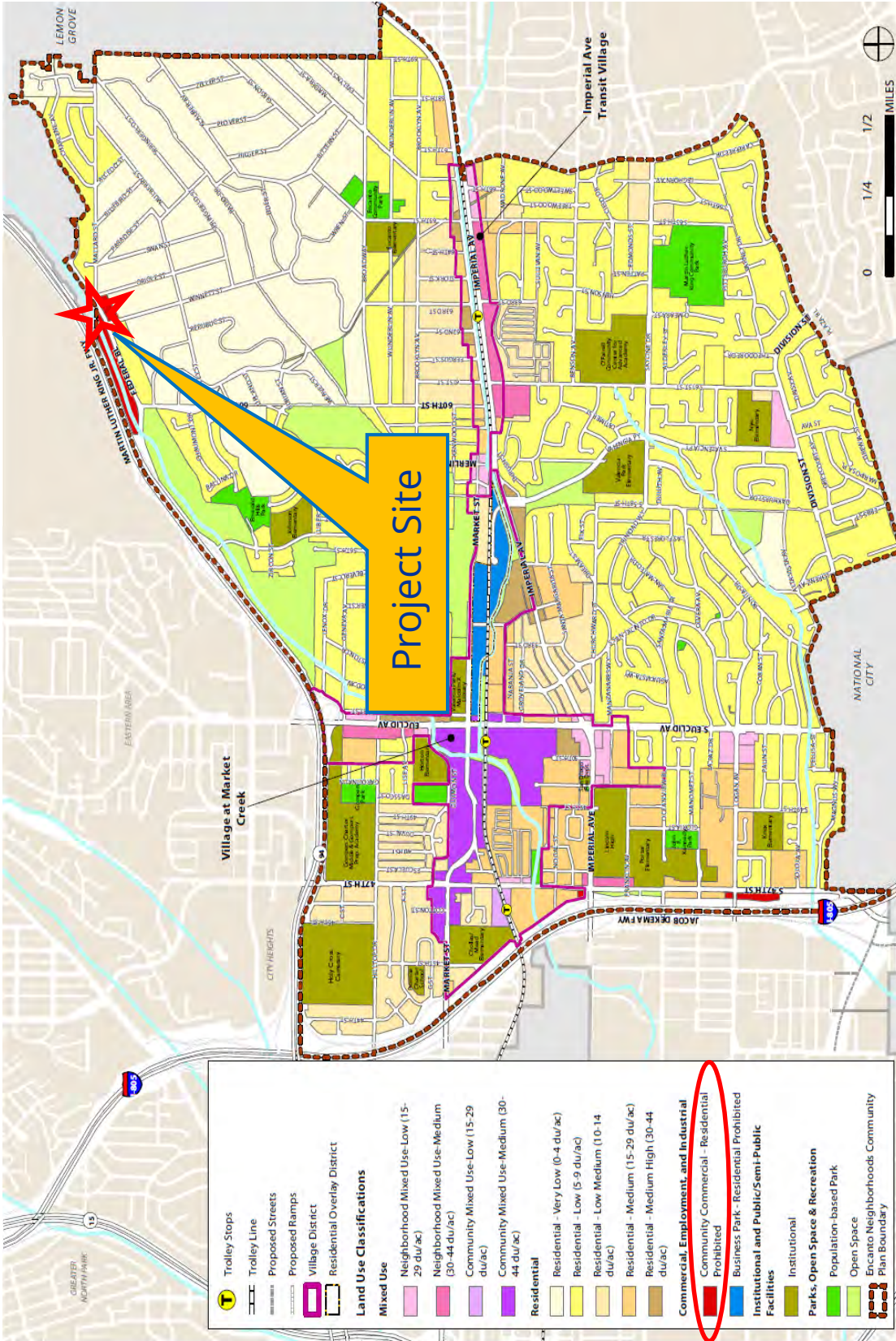
Attachments:

1. Project Location Map
2. Community Plan Land Use Map
3. Aerial Photograph
4. Draft Resolution with Findings
5. Draft Permit with Conditions
6. Environmental Exemption
7. 100/1,000-foot Radius Map
8. 100/1,000-foot Radius Spreadsheet
9. Community Planning Group Recommendation
10. Ownership Disclosure Statement
11. Project Plans



Project Location Map
PROJECT NO. 598124, FEDERAL BLVD. MARIJUANA OUTLET
 Federal Boulevard, between 6196 Federal Boulevard and 6230 Federal Boulevard, San Diego CA 92114

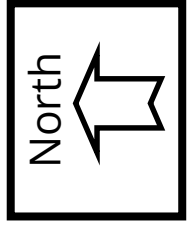
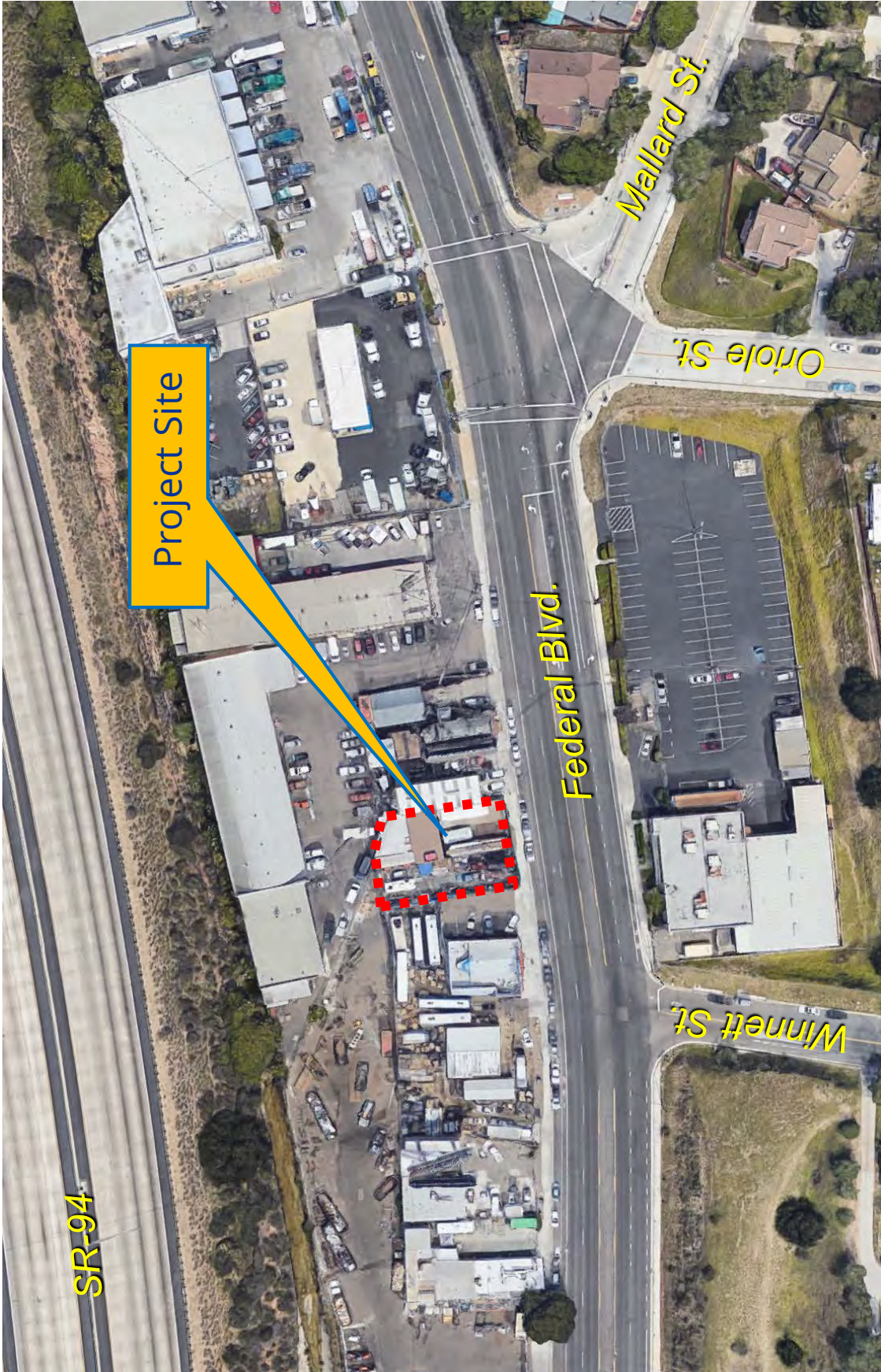




Community Land Use Map

PROJECT NO. 598124, FEDERAL BLVD. MARIJUANA OUTLET
 Federal Boulevard, between 6196 Federal Boulevard and 6230 Federal Boulevard,
 San Diego CA 92114





Aerial Photograph

PROJECT NO. 598124, FEDERAL BLVD. MARIJUANA OUTLET
Federal Boulevard, between 6196 Federal Boulevard and 6230 Federal Boulevard, San Diego CA 92114



HEARING OFFICER RESOLUTION NO. _____
CONDITIONAL USE PERMIT NO. 2114346
FEDERAL BOULEVARD MARIJUANA OUTLET - PROJECT NO. 598124

WHEREAS, JOHN CARL EK and EDITH PHYLLIS EK, Trustees of the Ek Family Trust, Owner, and 2018FM, LLC, a California Limited Liability Company, Permittee, filed an application with the City of San Diego for a permit to operate a Marijuana Outlet and construct a two-story, 1,682 square-foot building (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit No. 2114346), on portions of a 0.11-acre site;

WHEREAS, the project site is located on Federal Boulevard, Assessor's Parcel Number (APN) 543-020-0400, in the CO-2-1 Zone within the Encanto Neighborhoods Community Plan area;

WHEREAS, the project site is legally described as The Northeasterly 50 feet of Lot 24 of Map No. 2121, in the City of San Diego, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County on July 20, 1928;

WHEREAS, on October 17, 2018, the Hearing Officer of the City of San Diego considered Conditional Use Permit No. 2114346 pursuant to the Land Development Code of the City of San Diego;

BE IT RESOLVED by the Hearing Officer of the City of San Diego, that it adopts the following findings with respect to Conditional Use Permit No. 2114346:

A. CONDITIONAL USE PERMIT [SDMC Section 126.0305]

1. Findings for all Conditional Use Permits:

a. The proposed development will not adversely affect the applicable land use plan.

The project proposes a Conditional Use Permit (CUP) to operate a Marijuana Outlet (Outlet) and construct a 1,682 square-foot building at APN 543-020-0400 on Federal Boulevard. The 0.11-acre site is in the CO-2-1 Zone of the Encanto Neighborhoods Community Plan (ENCP).

The site is designated Community Commercial of the ENCP. The Community Commercial land use designation provides for shopping areas with retail, service, civic, and office uses for the community at large within 3 to 6 miles. Residential uses are prohibited in the Community Commercial land use area. Development in the Community Commercial area encourages active storefronts, outdoor seating and pedestrian-oriented design. The proposed development implements the community plan policies by providing an active and pedestrian-oriented ground floor with pedestrian access and developing the site with a two-story building. The proposed development provides transparency on the street with the active uses of a lobby and retail. The proposed Outlet, classified as retail sales, is consistent with the community plan designation. Thus, the proposed Outlet is a compatible use at this location with a Conditional Use Permit and is consistent with the community plan. Therefore, the proposed Outlet will not adversely affect the applicable land use plan.

b. The proposed development will not be detrimental to the public health, safety, and welfare.

The proposed Outlet and construction of a two-story, 1,682 square-foot building is located at APN 543-020-0400 on Federal Boulevard. The new building proposes an entry area, sales area, restroom, and administrative facilities. The proposed development will not be detrimental to the public's health, safety and welfare because the discretionary permit controlling the development and continued use of this site contains specific regulatory conditions of approval. These regulations, which are implemented and enforced through the permit, are specifically intended to reduce, mitigate and/or prevent all adverse impacts to the public and community at large.

Approval of the CUP would allow the sale of marijuana to be conditioned in order to prevent potential adverse impacts on the community. The proposed Outlet is subject to specific operational requirements and restrictions as set forth in SDMC Section 141.0504 (b) through (m), which have also been incorporated as conditions in the CUP, including prohibiting consultation by medical professionals on-site, prohibiting the use of specified vending machines except by a responsible person (as defined by the SDMC), provision of interior and exterior lighting, alarms, restriction of hours of operation to between 7:00 am and 9:00 pm daily, maintenance of area and adjacent public sidewalks free of litter and graffiti, and removal of graffiti within 24 hours, and restriction of signage to business name, two-color signs, and alphabetic characters.

In addition to the above, the CUP includes additional security conditions to improve the safety of the building and surrounding neighborhood, including the provision of operable surveillance cameras and a metal detector, use of cameras with a recording device that maintains records for a minimum of 30 days, two security guards during business hours with one security guard present on the premises 24 hours a day, seven days a week, installation of bullet resistant glass, plastic, or laminate shield at the reception area to protect employees, and installation of bullet resistant armor panels or solid grouted masonry block walls, designed by a licensed professional, in common areas with other tenants, reception area, and vault room. Outlets must also comply with SDMC Chapter 4, Article 2, Division 15 which provides guidelines for lawful operation.

Furthermore, construction of the project authorized through this permit will be subject to all adopted building, electrical, mechanical, fire and plumbing codes, which will be enforced through construction review and building inspections.

Outlets require compliance with San Diego Municipal Code (SDMC) Section 141.0504 (a), which require a 1,000-foot separation, measured between property lines from, resource and population-based City parks, churches, child care centers, playgrounds, City libraries, minor-oriented facilities, residential care facilities, and schools. Outlets also require a minimum distance requirement of 100 feet from a residential zone. The proposed Outlet complies with the separation requirements between uses set forth in SDMC Section 141.0504 (a).

The proposed project will be required to comply with the development conditions as described in the CUP No. 2114346. The CUP No. 2114346 will be valid for five years and may be revoked if the Owner or Permittee violates the terms, conditions, lawful requirements, or provisions of the Permit.

The proposed development will not be detrimental to the public's health, safety, and welfare in that the discretionary permit controlling the use of this site contains specific regulatory conditions of approval, as referenced in CUP No. 2114346. The referenced regulations and conditions have been determined as necessary to avoid adverse impact upon the health, safety, and welfare. Therefore, the proposed MPF will not be detrimental to the public health, safety and welfare.

c. The proposed development will comply with the regulations of the Land Development Code including any allowable deviations pursuant to the Land Development Code.

The project proposes the operation of an Outlet and construction of a two-story, 1,682 square-foot building at APN 543-020-0400 on Federal Boulevard. The 0.11-acre site is located in the CO-2-1 Zone and an Outlet is allowed in the CO-2-1 Zone with a CUP pursuant to SDMC Sections 131.0522 and 141.0504. The proposed two-story building complies with the development regulations of the commercial zone. Staff's review of the project concluded the proposed development is consistent with all relevant regulations of the Land Development Code. There are no proposed variances or deviations to the development regulations of the Land Development Code for this development.

Outlets require compliance with SDMC Section 141.0504 (a), which require a 1,000-foot separation, measured between property lines from, resource and population-based City parks, churches, child care centers, playgrounds, City libraries, minor-oriented facilities, residential care facilities, and schools. Outlets also require a minimum distance requirement of 100 feet from a residential zone. The proposed Outlet complies with the separation requirements between uses set forth in SDMC Section 141.0504 (a). The proposed Outlet is subject to specific operations requirements for security, as referenced in CUP No. 2114346, in lighting, security cameras, alarms, and security guards. Outlets must also comply with SDMC Chapter 4, Article 2, Division 15 which provides guidelines for lawful operation.

The CUP for the project includes various conditions and corresponding exhibits of approval relevant to achieving compliance with all the relevant regulations of the SDMC for an Outlet. No variance or deviations are requested as part of this application, nor are any required to approve the CUP. Therefore, the proposed development will comply with the regulations of the Land Development Code.

d. The proposed use is appropriate at the proposed location.

The project proposes a CUP to allow the operation of an Outlet and construct a two-story, 1,682 square-foot building at APN 543-020-0400 on Federal Boulevard. The 0.11-acre site is located in the CO-2-1 Zone of the ENCP. The purpose of the CO zone is to provide areas for employment uses with limited, complementary retail uses and residential uses as specified. In the CO-2-1 Zone, residential development is prohibited. The CO-2-1 Zone is intended to accommodate office uses with a neighborhood scale and orientation. An Outlet is allowed in the CO-2-1 Zone with a CUP pursuant to SDMC Sections 131.0522 and 141.0504.

The site is designated Community Commercial of the ENCP. The Community Commercial land use designation provides for shopping areas with retail, service, civic, and office uses for the community at large within 3 to 6 miles. Residential uses are prohibited in the Community Commercial land use area. Development in the Community Commercial area encourages active storefronts, outdoor seating and pedestrian-oriented design. The proposed development implements the community plan policies by providing an active and pedestrian-oriented ground floor with pedestrian access and developing the site with a two-story building. The proposed development provides transparency on the street with the active uses of a lobby and retail. The proposed Outlet, classified as retail sales, is consistent with the community plan designation. Thus, the proposed Outlet is a compatible use at this location with a Conditional Use Permit and is consistent with the community plan designation and zone.

Outlets require compliance with San Diego Municipal Code (SDMC) Section 141.0504 (a), which require a 1,000-foot separation, measured between property lines from, resource and population-based City parks, churches, child care centers, playgrounds, City libraries, minor-oriented facilities, residential care facilities, and schools. Outlets also require a minimum distance requirement of 100 feet from a residential zone. The proposed Outlet complies with the separation requirements between uses set forth in SDMC Section 1141.0504 (a). The proposed Outlet is subject to specific operations requirements for security, as referenced in CUP No. 2114346, in lighting, security cameras, alarms, and security guards. Outlets must also comply with SDMC Chapter 4, Article 2, Division 15 which provides guidelines for lawful operation.

The proposed Outlet is consistent with all land development regulations relevant for the site and the use. No deviations are required or requested to approve the Conditional Use Permit. The proposed Outlet is classified as retail sales use for this location with a Conditional Use Permit. Therefore, based on all the facts cited above and conditions of approval, the proposed Outlet is an appropriate use at the proposed location.

The above findings are supported by the minutes, maps and exhibits, all of which are incorporated herein by this reference.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Hearing Officer, Conditional Use Permit No. 2114346, is hereby GRANTED by the Hearing Officer to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No. 2114346, a copy of which is attached hereto and made a part hereof.

Cherlyn Cac
Development Project Manager
Development Services

Adopted on: October 17, 2018

IO#: 24007747

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
PERMIT INTAKE, MAIL STATION
501

WHEN RECORDED MAIL TO
PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

INTERNAL ORDER NUMBER: 24007747

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONDITIONAL USE PERMIT NO. 2114346
FEDERAL BOULEVARD MARIJUANA OUTLET PROJECT NO. 598124
HEARING OFFICER

This Conditional Use Permit No. 2114346 ("Permit") is granted by the Hearing Officer of the City of San Diego to John Carl Ek and Edith Phyllis Ek, Trustees of the Ek Family Trust, dated January 5, 1994, Owner, and 2018FMO, LLC, a California Limited Liability Company, Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0305. The 0.11-acre site is located at Assessor's Parcel Number (APN) 543-020-0400 on Federal Blvd. in the CO-2-1 Zone within the Encanto Neighborhoods Community Plan area. The project site is legally described as: The Northeasterly 50 feet of Lot 24 of Map No. 2121, in the City of San Diego, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, on July 20, 1928.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner and Permittee to operate a Marijuana Outlet described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated October 17, 2018, on file in the Development Services Department.

The project shall include:

- a. Construction of a two-story, 1,682 square-foot building;
- b. Operation of Marijuana Outlet in a two-story, 1,682 square-foot building at Assessor's Parcel Number (APN) 543-020-0400 on Federal Boulevard;
- c. Landscaping (planting, irrigation and landscape related improvements);
- d. Off-street parking; and
- e. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act

[CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

STANDARD REQUIREMENTS:

1. This Permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit must be utilized by November 1, 2021.
2. This Permit and corresponding use of this site shall expire on November 1, 2023. The Owner/Permittee may request that the expiration date be extended in accordance with SDMC Section 141.0504(n).
3. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
 - c. A Marijuana Outlet Permit issued by the Development Services Department is approved in accordance with SDMC Section 42.1504.
4. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
5. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
6. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
7. The Owner/Permittee shall secure all necessary construction permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.

8. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

9. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

10. The Owner/Permittee shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify Owner/Permittee of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the Owner/Permittee shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Owner/Permittee shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Owner/Permittee regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Owner/Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Owner/Permittee.

PLANNING/DESIGN REQUIREMENTS:

11. All automobile, motorcycle and bicycle parking spaces must be constructed in accordance with the requirements of the SDMC. All on-site parking stalls and aisle widths shall be in compliance with requirements of the City's Land Development Code and shall not be converted and/or utilized for any other purpose, unless otherwise authorized in writing by the appropriate City decision maker in accordance with the SDMC.

12. The Owner/Permittee must provide and maintain an accessible path from the building entrance to the public street.

13. The sale of marijuana shall be prohibited without a valid license from the State authorizing such activity.
14. The Marijuana Outlet must comply with Chapter 4, Article 2, Division 15 of the San Diego Municipal Code, including obtaining a Marijuana Outlet Permit, and Background Checks and Reporting Convictions.
15. Consultations by medical professionals shall not be a permitted accessory use at this Marijuana Outlet.
16. Deliveries shall be permitted as an accessory use to and from APN 543-020-0400 on Federal Boulevard. Each delivery person shall be employed by the Owner or Permittee, the successor, or the person using the property at APN 543-020-0400 on Federal Boulevard that is subject to this Permit.
17. The Owner/Permittee shall provide lighting to illuminate the interior of the Marijuana Outlet, façade, and the immediate surrounding area, including any accessory uses, parking lots, and adjoining sidewalks. Lighting shall be hooded or oriented so as to deflect light away from adjacent properties.
18. The Owner/Permittee shall install and maintain operable security cameras and a metal detector for security to the satisfaction of Development Services Department. The security cameras shall have and use a recording device that maintains the recordings for a minimum of 30 days. This Marijuana Outlet shall also include alarms and two security guards. The security guards shall be licensed by the State of California. Two security guards must be on the premises during business hours. At least one security guard must be on the premises 24 hours a day, seven days a week. The security guards should only be engaged in activities related to providing security for the Marijuana Outlet, except on an incidental basis.
19. The Owner/Permittee shall install a combination of full-height bullet resistant glass, plastic or laminate shield and bullet resistant armor panels or solid grouted masonry block walls, designed by a licensed professional, at the reception area.
20. The Owner/Permittee shall install full-height bullet resistant armor panels or solid grouted masonry block walls, designed by a licensed professional, at all walls adjoining common areas and other tenants, and vault room.
21. A primary sign shall be posted on the outside of the Marijuana Outlet and shall only contain the name of the business, which shall contain only alphabetic characters, and shall be limited to two colors. Ground signs shall not be pole signs.
22. The Owner/Permittee shall post and maintain a sign showing the name and emergency contact phone number of an operator or manager in a location visible from outside the Marijuana Outlet in font size at least two inches in height.

23. The Marijuana Outlet shall operate only between the hours of 7:00 a.m. and 9:00 p.m., seven days a week.
24. The use of vending machines which allow access to marijuana and marijuana products except by a responsible person, as defined in the SDMC Section 42.1502, is prohibited. For purposes of this Section, a vending machine is any device which allows access to marijuana and marijuana products without a human intermediary.
25. The Owner/Permittee shall maintain the Marijuana Outlet, adjacent public sidewalks, and areas under the control of the Owner/Permittee, free of litter and graffiti at all times.
26. The Owner/Permittee shall provide for daily removal of trash, litter, and debris. Graffiti shall be removed from the premises within 24 hours.
27. The Owner/Permittee shall provide a sufficient odor absorbing ventilation and exhaust system capable of eliminating excessive or offensive odors causing discomfort or annoyance to any reasonable person of normal sensitivities standing outside of the structural envelope of this Marijuana Outlet facility in compliance with SDMC Section 142.0710.
28. Medical marijuana, recreational marijuana, or marijuana products, in any form, shall not be consumed anywhere within the property.

LANDSCAPE REQUIREMENTS:

29. Prior to issuance of any grading permit, the Owner/Permittee shall submit complete construction documents for the revegetation and hydro-seeding of all disturbed land in accordance with the City of San Diego Landscape Standards, Stormwater Design Manual, and to the satisfaction of the Development Services Department. All plans shall be in substantial conformance to this permit (including Environmental conditions) and Exhibit "A," on file in the Development Services Department.
30. Prior to the issuance of any construction permits for right-of-way improvements, the Owner/Permittee shall submit complete landscape construction documents for right-of-way improvements to the Development Services Department for approval. Improvement plans shall provide for additional trees in the right-of-way to achieve a minimum rate of one canopy tree per 30-linear-feet of street frontage, excluding curb cuts. Plans shall show, label, and dimension a 40-square-foot area around each tree which is unencumbered by utilities. Driveways, utilities, drains, water and sewer laterals shall be designed so as not to prohibit the placement of street trees.
31. Prior to issuance of any building permit (including shell), the Owner/Permittee shall submit complete landscape and irrigation construction documents, which are consistent with the Landscape Standards, to the Development Services Department for approval. The construction documents shall be in substantial conformance with Exhibit "A," Landscape Development Plan, on file in the Development Services Department. Construction plans shall provide a 40-square-foot area around each tree that is unencumbered by hardscape and utilities unless otherwise approved per §142.0403(b)5.

32. In the event that a foundation only permit is requested by the Owner/Permittee, a site plan or staking layout plan, shall be submitted to the Development Services Department identifying all landscape areas consistent with Exhibit "A," Landscape Development Plan, on file in the Development Services Department. These landscape areas shall be clearly identified with a distinct symbol, noted with dimensions, and labeled as 'landscaping area.'

33. The Owner/Permittee shall be responsible for the maintenance of all landscape improvements shown on the approved plans, including right-of-way, unless long-term maintenance of said landscaping shall be the responsibility of a Landscape Maintenance District or another entity approved by the Development Services Department. All required landscape shall be maintained in a disease, weed, and litter free condition at all times consistent with the City of San Diego Landscape Regulations and Standards. Severe pruning or "topping" of trees is not permitted.

34. If any required landscape (including existing or new plantings, hardscape, landscape features, etc.) indicated on the approved construction document plans is damaged or removed during demolition or construction, the Owner/Permittee shall repair and/or replace in kind and equivalent size per the approved documents to the satisfaction of the Development Services Department within 30 days of damage or Certificate of Occupancy.

ENGINEERING REQUIREMENTS:

35. The project proposes to export no material from the project site. Any excavated material that is exported, shall be exported to a legal disposal site in accordance with the Standard Specifications for Public Works Construction (the "Green Book"), 2015 edition and Regional Supplement Amendments adopted by Regional Standards Committee.

36. The drainage system proposed for this development, as shown on the site plan, is private and subject to approval by the City Engineer.

37. Prior to the issuance of any construction permits, the Owner/Permittee shall assure, by permit and bond, the removal of existing driveway and replace it with curb, gutter and sidewalk per City Standard, adjacent to the site on Federal Boulevard, satisfactory to the City Engineer.

38. Prior to the issuance of any construction permits, the Owner/Permittee shall assure, by permit and bond, the construction of a new 20-foot driveway per current City Standards, adjacent to the site on Federal Boulevard, satisfactory to the City Engineer.

39. Prior to the issuance of any construction permits, the Owner/Permittee shall dedicate and improve an additional 2-feet on Federal Boulevard to provide a 10-foot curb-to-property-line distance, satisfactory to the City Engineer.

40. Whenever street rights-of-way are required to be dedicated, it is the responsibility of the Owner/Permittee to provide the right-of-way free and clear of all encumbrances and prior easements. The Applicant must secure "subordination agreements" for minor distribution facilities and/or "joint-use agreements" for major transmission facilities.

41. Prior to the issuance of any construction permits, the Owner/Permittee shall obtain an Encroachment Maintenance Removal Agreement, from the City Engineer, for the pavers in the Federal Boulevard Right-of-Way.
42. Prior to the issuance of any construction permits, the Owner/Permittee shall obtain an Encroachment Maintenance Removal Agreement, from the City Engineer, for any landscaping in the Federal Boulevard Right-of-Way.
43. Prior to the issuance of any construction permit the Permittee shall submit a Water Pollution Control Plan (WPCP). The WPCP shall be prepared in accordance with the guidelines in Appendix E of the City's Storm Water Standards.
44. Prior to the issuance of any construction permits, the Owner/Permittee shall obtain an Encroachment Maintenance Removal Agreement, from the City Engineer, for the nonstandard driveway in the Federal Boulevard Right-of-Way.

INFORMATION ONLY:

- The issuance of this discretionary permit alone does not allow the immediate commencement or continued operation of the proposed use on site. Any operation allowed by this discretionary permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.
- Cannabis businesses that operate or provide services within the City of San Diego are liable for a monthly gross receipts tax. As referenced in San Diego Municipal Code Section 34.0103 (b), taxable activities include but are not limited to, transporting, manufacturing, cultivating, packaging, or retail sales of cannabis and any ancillary products in the City. For additional information, contact the Office of the City Treasurer at 619-615-1580.

APPROVED by the Hearing Officer of the City of San Diego on October 17, 2018 and Resolution Number (to be determined).

Permit Type/PTS Approval No.: Conditional Use Permit No. 2114346
Date of Approval: October 17, 2018

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT

Cherlyn Cac
Development Project Manager

**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of
this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

JOHN CARL EK,
Trustee of the Ek Family Trust,
dated January 5, 1994
Owner

By _____
Name:
Title:

EDITH PHYLLIS EK,
Trustee of the Ek Family Trust,
dated January 5, 1994
Owner

By _____
Name:
Title:

2018FMO, LLC
Permittee

By _____
Name:
Title:

**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.**

NOTICE OF EXEMPTION

ATTACHMENT 6

(Check one or both)

TO: X Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

 Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Name/Number: Federal Blvd Marijuana Outlet / 598124

SCH No.: N.A.

Project Location-Specific: Unaddressed parcel (APN: 543-020-0400), located on the northern side of Federal Blvd., between Oriole Street and Winnett Street, south of Highway 94, San Diego, CA 92114

Project Location-City/County: San Diego / San Diego

Description of nature and purpose of the Project: Conditional Use Permit (CUP) to operate a Marijuana Outlet (MO) located at APN 543-020-4000 on Federal Boulevard. This project includes the removal of existing structures: inclusive of a portion of shade structure that is approximately 967 square-foot in area, connex box and mobile construction trailers, removal of existing paved asphalt areas, and construction of a new two-story 1,682-square-foot commercial building with three on-site parking spaces, a refuse enclosure, and associated landscape improvements. Project operations includes the sales of cannabis products as a State of California licensed outlet. The 0.11-acre lot is located on the north side of Federal Boulevard, between Oriole Street and Winnett Street, south of Highway 94. The project is located within the CO-2-1 zone within the Encanto Neighborhoods Community Plan area, Geologic Hazard 32, Very High Fire Severity Zone - Brush Management Overlay, FEMA Type "X" - FP 500, Outdoor Lighting Zone 3, Pueblo San Diego Watershed, Chollas Sub-Area Watershed, and Council District 4.

Name of Public Agency Approving Project: City of San Diego Hearing Officer

Name of Person or Agency Carrying Out Project: Aaron Magagna, 3639 Midway Drive, Suite B-132, San Diego, CA, 92110, (619) 405-0298

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15303(c) (New construction or conversion of small structures)
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment. The project meets the criteria set forth in CEQA Section 15303(c) which allows for the construction of new small commercial structures which are located within existing urbanized areas, and that do not exceed 10,000-square-feet in floor area, as is the case with this project since the building proposed will be 1,682-square-feet in floor area. Furthermore, the project is consistent with 15303 (c) as the project does not propose the use of significant amounts of hazardous substances and is located within a highly urbanized setting where all necessary public

ATTACHMENT 6

services and facilities are available, and the surrounding area is not environmentally sensitive. The exceptions listed in CEQA Section 15300.2 would not apply.

Lead Agency Contact Person: Chris Tracy, AICP Senior Planner

Telephone: (619) 446-5381

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA


Signature/Title

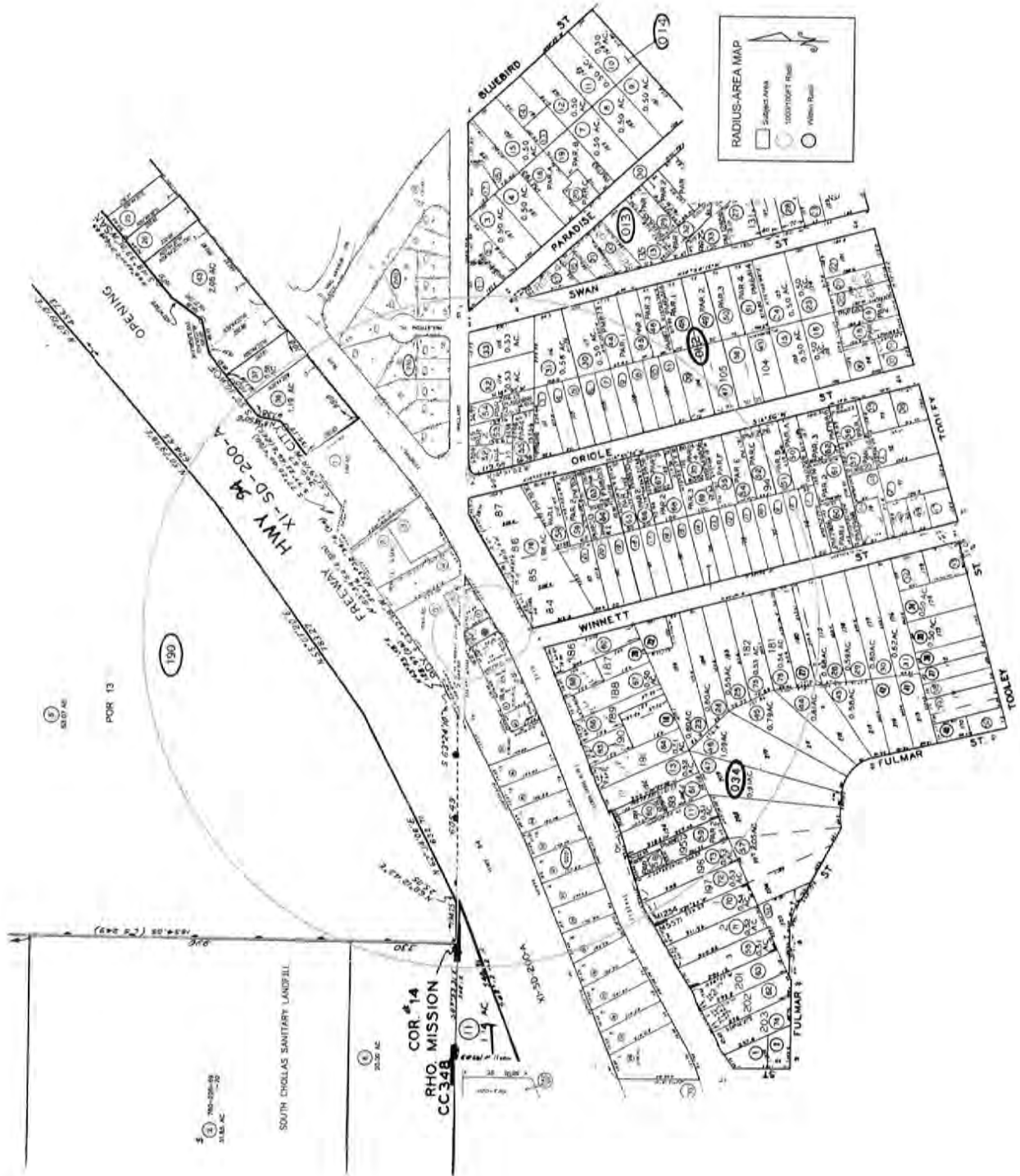
CHRIS TRACY, AICP
Senior Planner

10/2/18
Date

Check One:

- Signed By Lead Agency
 Signed by Applicant

Date Received for Filing with County Clerk or OPR:



SUMMARY OF PARCELS

APN: 543-020-04 1000FT MO - BUSINESS LIST

#	Use Description	Site Address	City	State	Zip	Parcel Number	Owner/Business Name
1	GOVERNMENTAL, PUBLIC	VACANT/OPEN LAND/MISC	SAN DIEGO	CA	92114	477-490-02-00	CITY OF SAN DIEGO - STREET DEPT
2	GOVERNMENTAL, PUBLIC	VACANT/OPEN LAND/MISC	SAN DIEGO	CA	92114	477-490-06-00	CITY OF SAN DIEGO - STREET DEPT
3	GOVERNMENTAL, PUBLIC	VACANT/OPEN LAND/MISC	SAN DIEGO	CA	92114	477-490-11-00	CITY OF SAN DIEGO - STREET DEPT
4	GOVERNMENTAL, PUBLIC	VACANT/OPEN LAND/MISC	SAN DIEGO	CA	92114	478-190-05-00	CITY OF SAN DIEGO - STREET DEPT
5	VACANT INDUSTRIAL	VACANT/MISC STORAGE	SAN DIEGO	CA	92114	478-190-37-00	MAMMEN,TERRY & DEBORAH TRUST
6	LIGHT INDUSTRIAL	6360 FEDERAL BLVD	SAN DIEGO	CA	92114	478-190-38-00	FOAMCO LLC
7	PARKING LOT, PARKING STRUCTURE	6336 FEDERAL BLVD	SAN DIEGO	CA	92114	478-290-01-00	E W TRUCK & EQUIPMENT CO.
8	PARKING LOT, PARKING STRUCTURE	VACANT/PARKING	SAN DIEGO	CA	92114	478-290-02-00	WINTERS 1970 TRUST
9	PARKING LOT, PARKING STRUCTURE	6310 FEDERAL BLVD	SAN DIEGO	CA	92114	478-290-03-00	WINTERS REVOC FAMILY TRUST
10	WAREHOUSE, STORAGE	6304 FEDERAL BLVD	SAN DIEGO	CA	92114	478-290-04-00	MAGIC CARPET
11	WAREHOUSE, STORAGE	6306 FEDERAL BLVD	SAN DIEGO	CA	92114	478-290-04-00	DUBLIN MOB CHOPPERS
12	WAREHOUSE, STORAGE	6302 FEDERAL BLVD STE B	SAN DIEGO	CA	92114	478-290-05-00	JACKS COCKTAIL & TAVERN SUPPLY
13	STORES, RETAIL OUTLET	VACANT/PARKING	SAN DIEGO	CA	92114	478-290-06-00	EK,JOHN C 1 & EK 2
14	STORES, RETAIL OUTLET	6176 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-02-00	DALBERCIA INC.
15	STORES, RETAIL OUTLET	6184 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-03-00	DALBERCIA INC.
16	STORES, RETAIL OUTLET	6190 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-03-00	CITY CONCRETE
17	STORES, RETAIL OUTLET	6196 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-03-00	BIG K MARKET
18	VACANT COMMERCIAL	VACANT/MISC STORAGE	SAN DIEGO	CA	92114	543-020-04-00	EK,JOHN C 1 & EK 2
19	STORES, RETAIL OUTLET	6230 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-05-00	PIZZA KING
20	VACANT COMMERCIAL	VACANT/PARKING	SAN DIEGO	CA	92114	543-020-06-00	6302 FEDERAL LLC
21	STORES, RETAIL OUTLET	6088 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-29-00	MICRONESIA EXPORTS INC.
22	STORES, RETAIL OUTLET	VACANT/PARKING	SAN DIEGO	CA	92114	543-020-30-00	RIHA,FAY P TRUST
23	WAREHOUSE, STORAGE	6144 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-31-00	NEFF RENTAL
24	VACANT INDUSTRIAL	VACANT/WAREHOUSE	SAN DIEGO	CA	92114	543-020-32-00	KERRIGAN,TIMOTHY J
25	VACANT INDUSTRIAL	VACANT/WAREHOUSE	SAN DIEGO	CA	92114	543-020-33-00	KERRIGAN,TIMOTHY J
26	VACANT INDUSTRIAL	VACANT/WAREHOUSE	SAN DIEGO	CA	92114	543-020-34-00	KERRIGAN,TIMOTHY J
27	VACANT INDUSTRIAL	VACANT/WAREHOUSE	SAN DIEGO	CA	92114	543-020-35-00	KERRIGAN,TIMOTHY J
28	VACANT INDUSTRIAL	6144 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-36-00	NEFF RENTAL
29	VACANT INDUSTRIAL	6144 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-37-00	NEFF RENTAL
30	GOVERNMENTAL, PUBLIC	6225 FEDERAL BLVD	SAN DIEGO	CA	92114	544-011-76-00	SD CO. PLMG JT APPR COMM
31	COMMERCIAL MISCELLANEOUS	PUBLIC AGENCY/VACANT	SAN DIEGO	CA	92114	760-226-69-00	CITY OF SAN DIEGO

32	COMMERCIAL MISCELLANEOUS	PUBLIC AGENCY/VACANT	SAN DIEGO	CA	92114	760-226-70-00	CITY OF SAN DIEGO
NO CONSIDERATION POINTS FOUND WITHIN 1000FT							

SUMMARY OF PARCELS

APN: 543-020-04 100FT MO - RESIDENTIAL SEARCH

#	Use Description	Site Address	City	State	Zip	Parcel Number	Owner/Business Name
1	WAREHOUSE, STORAGE	6302 FEDERAL BLVD STE B	SAN DIEGO	CA	92114	478-290-05-00	JACKS COCKTAIL & TAVERN SUPPLY
2	STORES, RETAIL OUTLET	VACANT/PARKING	SAN DIEGO	CA	92114	478-290-06-00	EK,JOHN C 1 & EK 2
3	STORES, RETAIL OUTLET	6184 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-03-00	DALBERCIA INC.
4	STORES, RETAIL OUTLET	6190 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-03-00	CITY CONCRETE
5	STORES, RETAIL OUTLET	6196 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-03-00	BIG K MARKET
6	VACANT COMMERCIAL	VACANT/MISC STORAGE	SAN DIEGO	CA	92114	543-020-04-00	EK,JOHN C 1 & EK 2
7	STORES, RETAIL OUTLET	6230 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-05-00	PIZZA KING
8	VACANT INDUSTRIAL	6144 FEDERAL BLVD	SAN DIEGO	CA	92114	543-020-37-00	NEFF RENTAL
9	GOVERNMENTAL, PUBLIC	6225 FEDERAL BLVD	SAN DIEGO	CA	92114	544-011-76-00	SD CO. PLMG JT APPR COMM

NO RESIDENTS OR RESIDENTIAL ZONES WITHIN 100FT




City of San Diego
 Development Services
 1222 First Ave., MS-302
 San Diego, CA 92101

THE CITY OF SAN DIEGO

Community Planning Committee Distribution Form Part 2

Project Name:		Project Number:	Distribution Date:
Project Scope/Location:			
Applicant Name:		Applicant Phone Number:	
Project Manager:	Phone Number:	Fax Number: (619) 321-3200	E-mail Address:
Committee Recommendations (To be completed for Initial Review):			
<input type="checkbox"/> Vote to Approve	Members Yes	Members No	Members Abstain
<input type="checkbox"/> Vote to Approve With Conditions Listed Below	Members Yes	Members No	Members Abstain
<input type="checkbox"/> Vote to Approve With Non-Binding Recommendations Listed Below	Members Yes	Members No	Members Abstain
<input type="checkbox"/> Vote to Deny	Members Yes	Members No	Members Abstain
<input type="checkbox"/> No Action (Please specify, e.g., Need further information, Split vote, Lack of quorum, etc.)			<input type="checkbox"/> Continued
CONDITIONS:			
NAME:		TITLE:	
SIGNATURE:		DATE:	
<i>Attach Additional Pages If Necessary.</i>		Please return to: Project Management Division City of San Diego Development Services Department 1222 First Avenue, MS 302 San Diego, CA 92101	
Printed on recycled paper. Visit our web site at www.sandiego.gov/development-services . Upon request, this information is available in alternative formats for persons with disabilities.			

	<p>City of San Diego Development Services 1222 First Ave., MS 302 San Diego, CA 92101 (619) 446-5000</p>	<h1 style="margin:0;">Ownership Disclosure Statement</h1>	<p>FORM DS-318</p> <p>October 2017</p>
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Approval Type: Check appropriate box for type of approval(s) requested: Neighborhood Use Permit Coastal Development Permit
 Neighborhood Development Permit Site Development Permit Planned Development Permit Conditional Use Permit Variance
 Tentative Map Vesting Tentative Map Map Waiver Land Use Plan Amendment Other _____

Project Title: Federal Blvd Marquana Outlet **Project No. For City Use Only:** 598124
Project Address: 6220 1/3 Federal Blvd San Diego CA 92114

Specify Form of Ownership/Legal Status (please check):

Corporation Limited Liability -or- General - What State? CA Corporate Identification No. 201826210478
 Partnership Individual

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter will be filed with the City of San Diego on the subject property with the intent to record an encumbrance against the property. Please list below the owner(s), applicant(s), and other financially interested persons of the above referenced property. A financially interested party includes any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver or syndicate with a financial interest in the application. If the applicant includes a corporation or partnership, include the names, titles, addresses of all individuals owning more than 10% of the shares. If a publicly-owned corporation, include the names, titles, and addresses of the corporate officers. (A separate page may be attached if necessary.) If any person is a nonprofit organization or a trust, list the names and addresses of ANY person serving as an officer or director of the nonprofit organization or as trustee or beneficiary of the nonprofit organization. A signature is required of at least one of the property owners. Attach additional pages if needed. Note: The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process.

Property Owner

Name of Individual: John D. Ek Owner Tenant/Lessee Successor Agency
 Street Address: 6230 Federal Blvd
 City: San Diego State: CA Zip: 92114
 Phone No.: 619-595-8073 Fax No.: _____ Email: ekjohn1@gmail.com
 Signature: [Signature] Date: 10/3/18
 Additional pages Attached: Yes No

Applicant

Name of Individual: 201 BFM LLC Owner Tenant/Lessee Successor Agency
 Street Address: 3619 Midway Drive Suite B #132
 City: San Diego State: CA Zip: 92110
 Phone No.: 619-4050296 Fax No.: _____ Email: aaronragnor@gmail.com
 Signature: [Signature] Date: 10/3/18
 Additional pages Attached: Yes No

Other Financially Interested Persons

Name of Individual: _____ Owner Tenant/Lessee Successor Agency
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: _____ Fax No.: _____ Email: _____
 Signature: _____ Date: _____
 Additional pages Attached: Yes No

Printed on recycled paper. Visit our web site at www.sandiego.gov.
 Upon request, this information is available in alternative formats for persons with disabilities.

DS-318 (10-17)

project title :
**FEDERAL BLVD.
 MARIJUANA OUTLET**
 FEDERAL BLVD.
 SAN DIEGO CA. 92114

project title :
**FEDERAL BLVD.
 MARIJUANA OUTLET**
 FEDERAL BLVD.
 SAN DIEGO CA. 92114

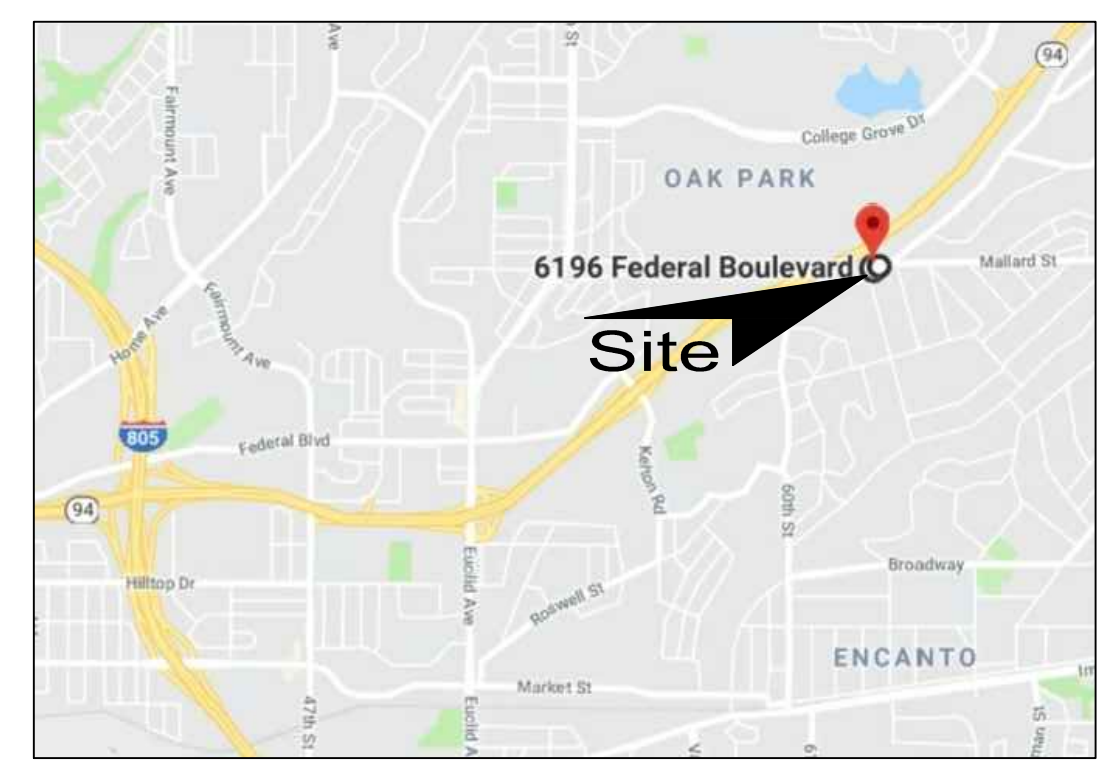
sheet title :
**COVER SHEET &
 PROPERTY INFO.**

issue dates :
 drawn by :
 checked by :
 project no. :
 revisions :
 5/08/2018
 6/08/2018
 7/24/2018
 sheet no.

CS

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Vicinity Map:



Building Code Notes:

- THIS PROJECT SHALL COMPLY WITH THE FOLLOWING BUILDING CODES AND ASSOCIATED AMENDMENTS:
- 2016 CALIFORNIA BUILDING CODE
 - 2016 CALIFORNIA RESIDENTIAL CODE
 - 2016 CALIFORNIA ELECTRICAL CODE
 - 2016 CALIFORNIA PLUMBING CODE
 - 2016 CALIFORNIA FIRE CODE
 - 2016 CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS
 - 2016 CALIFORNIA MECHANICAL CODE
 - 2016 CALIFORNIA ENERGY CODE
 - 2016 CALIFORNIA GREEN STANDARDS CODE AS AMMENDED BY THE CITY OF SAN DIEGO

Sheet Index:

DATE	DELTA	REV.	DESCRIPTION
5/8/18			REVIEW COMMENTS
6/8/18			REVIEW COMMENTS
SHEET#	SHEET DESCRIPTION		
CS	COVER SHEET		
PN	PROJECT NOTES		
SP1	EXISTING SITE PLAN		
SP2	PROPOSED SITE PLAN		
AE1.01	FIRST & SECOUND FLOOR EXITING PLAN		
A0.01	DEMOLITION PLAN		
A1.00	FIRST & SECOUND FLOOR FLOOR PLAN		
A2.00	ROOF PLAN		
A3.00	FIRST & SECOUND FLOOR LIGHTING PLAN		
A4.00	SECURITY CAMARA PLAN		
A5.00	EXTERIOR ELEVATIONS		
A5.01	EXTERIOR ELEVATIONS		
A6.00	SECTIONS		
L1	LANDSCAPE DEVELOPMENT PLAN		
L2	LANDSCAPE DEVELOPMENT PLAN		
C1	GRADING PLAN		
C2	GRADING PLAN		
C3	EROSION CONTROL & BMP PLAN		
C4	GRADING PLAN		
PS	PHOTO SURVEY		
EX1	EXHIBIT #1		
EX2	EXHIBIT #2		
TB1	TOPO & BOUNDRY		

SCOPE OF WORK:

- A CONDITIONAL USE PERMIT TO LEGALLY OPERATE A MARIJUANA OUTLET (M.O.) CONSISTING OF:
- CONSTRUCTION OF NEW TWO-STORY COMMERCIAL BUILDING ON VACANT LOT.
 - SITE IMPROVEMENTS FOR LANDSCAPING, LIGHTING & PARKING.
 - REMOVAL/DISMANTLING OF ONSITE SHADE STRUCTURE, MOBILE TRAILERS & MOBILE CONTAINERS.

PROJECT INFORMATION

SITE DATA

Owner:
 ARRON MAGAGNA
 3639 MIDWAY DR. SUITE B #132 , SAN DIEGO CA. 92110

Assessor's Parcel Number:
 543-020-04-00

Proposed Use:
 RETAIL - MARIJUANA RETAIL OUTLET

Proposed Occupancy:
 M - MERCHANTILE

Legal Description:
 01100 BLK 25* LOT 24 PER MAP 1212 IN *NELY 50 FT IN*

Lot Size: LOT SIZE 4,948 SQ. FT.
New Building Size: PROPOSED 1,682 SQ. FT.

F.A.R.: .75 MAX. ALLOWED
 .34 PROPOSED
HEIGHT: 45' MAX

STORIES: 1
TYPE OF CONST.: V-A NO SPRINKLERS

PAVING AREA: 1,418 S.F.
LANDSCAPE AREA.: 200 S.F.

Zone: CO-2-1
Setback: SDMC 131.0543(a)(2)
 FRONT 10'-Min.
 25'-Max.
 SIDE 0' TO 10'
 REAR 0' TO 10'

PARKING INFORMATION

MARIJUANA OUTLET 1,682 SQ. FT. CO-2-1 COMMERCIAL			
TYPE	REQ.	PROVIDED	
AUTOMOBILE (PARKING EXEMPT PER SDMC 142.0540, TABLE 142-05H, LOTS WITHOUT ALLEY ACCESS)	0 SPACES	3	SPACES
ADA ACCESSIBLE (PARKING EXEMPT PER SDMC 142.0540, TABLE 142-05H, LOTS WITHOUT ALLEY ACCESS)	0 SPACES	1	SPACES
ADA VAN ACCESSIBLE (PARKING EXEMPT PER SDMC 142.0540, TABLE 142-05H, LOTS WITHOUT ALLEY ACCESS)	0 SPACES	1	SPACES
BICYCLE SHORT TERM	2 SPACES	3	SPACES
BICYCLE LONG TERM	1 SPACES	2	SPACES
MOTORCYCLE	2 SPACES	2	SPACES
CARPOOL/ZERO EMISSIONS (PARKING EXEMPT PER SDMC 142.0540, TABLE 142-05H, LOTS WITHOUT ALLEY ACCESS)	0 SPACES	0	SPACES
ELECTRIC VEHICLE (PARKING EXEMPT PER SDMC 142.0540, TABLE 142-05H, LOTS WITHOUT ALLEY ACCESS)	0 SPACES	0	SPACES
LOADING SPACES (PARKING EXEMPT PER SDMC 142.0540, TABLE 142-05H, LOTS WITHOUT ALLEY ACCESS)	0 SPACES	0	SPACES

0 PARKING SPACES REQUIRED (PER SDMC 142.0540, TABLE 142-05H (LOTS WITHOUT ALLEY ACCESS))

3 PRKG. SPACES PROVIDED.
 1 HC. & 2 STANDARD SPACES
 2 M.C. PARKING
 0 EV. CHARGE STATIONS REQ. PER. C.G.B.S. TBL. 5.106.5.3.3
 0 L.E.V. (LOW EMISSIONS VEHICLE SPACE.) REQUIRED. PER C.G.B.S. TBL. 5.106.5.2

PARKING INFORMATION

0 PARKING SPACES REQUIRED (PER SDMC 142.0540, TABLE 142-05H (LOTS WITHOUT ALLEY ACCESS))

4 PRKG. SPACES PROVIDED.
 1 HC. & 3 STANDARD SPACES
 0 EV. CHARGE STATIONS REQ. PER. C.G.B.S. TBL. 5.106.5.3.3
 0 L.E.V. (LOW EMISSIONS VEHICLE SPACE.) REQUIRED. PER C.G.B.S. TBL. 5.106.5.2

PROJECT TEAM

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 ARRON MAGAGNA
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ARCHITECT:
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GENERAL NOTES

ABBREVIATIONS

C.U.P. NOTES

1. THESE DRAWINGS AND COPIES THEREOF ARE LEGAL INSTRUMENTS OF SERVICE FOR THE USE OF THE OWNER AND AUTHORIZED AGENTS, ON THE DESIGNATED PROPERTY ONLY.
2. EACH TRADE SHALL BE RESPONSIBLE FOR KNOWLEDGE OF RELATIVE INFORMATION CONTAINED IN THESE DOCUMENTS AND THE CONDITIONS UNDER WHICH HE WILL BE EXPECTED TO PERFORM.
3. THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL CAREFULLY AND THOROUGHLY EXAMINE THE PROJECT SITE, FIELD VERIFY ALL CONDITIONS, GRADES, ELEVATIONS AND DIMENSIONS OF THE VARIOUS FEATURES OF THE PROJECT SITE AND SHALL COMPARE THE DRAWINGS WITH THE EXISTING SITE CONDITIONS, DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT IN WRITING, BEFORE BEGINNING WORK.
4. THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND THOROUGHLY EXAMINE AND FAMILIARIZE THEMSELVES WITH ALL ELEMENTS AND CONDITIONS IN THE CONTRACT DRAWINGS AND SPECIFICATIONS. THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL VERIFY ALL DIMENSIONS ON THE DRAWINGS. ANY DISCREPANCIES AND/OR CONDITIONS NEEDING CLARIFICATION SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT, IN WRITING, BEFORE BEGINNING WORK.
5. ALL CONSTRUCTION, FABRICATION AND INSTALLATIONS SHALL CONFORM TO THE LATEST ADOPTED EDITIONS OF THE C.B.C., C.F.C., C.M.C., C.P.C., C.E.C AND ANY FEDERAL, STATE AND LOCAL CODES, REGULATIONS AND ORDINANCES OF THE GOVERNING AGENCY HAVING JURISDICTION OVER THE PROJECT. SUCH APPLICABLE CODES, ETC. ARE THOSE WHICH ARE IN EFFECT AT THE TIME THE PERMIT APPLICATION FOR THE PROJECT IS RECORDED.
6. EACH SUB-CONTRACTOR IS CONSIDERED A SPECIALIST IN HIS RESPECTIVE FIELD/TRADE AND SHALL (BEFORE SUBMISSION OF BID OR PERFORMANCE OF WORK) NOTIFY THE GENERAL CONTRACTOR AND THE DEVELOPER, IN WRITING, OF ANY WORK CALLED OUT ON THE DRAWINGS OR IN THE SPECIFICATIONS WHICH CANNOT BE FULLY GUARANTEED OR CONSTRUCTED AS DESIGNED AND/OR DETAILED.
7. DUE TO REPROGRAPHIC PROCESSES, THESE PLANS MAY NOT BE ACCURATE TO SCALE. ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE SHOWN AND IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS, ELEVATIONS OR DETAILS.
8. THE STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS ARE SUPPLEMENTARY TO THE ARCHITECTURAL DRAWINGS. SHOULD THERE BE ANY DISCREPANCY BETWEEN THE VARIOUS DRAWINGS, IT SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION FOR CLARIFICATION.
9. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSTALLATION OR SPECIAL MANUFACTURING EQUIPMENT NO SHOWN IN THIS DRAWINGS. THE CONTRACTOR SHALL VERIFY EQUIPMENT LOCATIONS WITH THE OWNER'S REPRESENTATIVE AND/OR EQUIPMENT MANUFACTURER PRIOR TO FORMING THE SLAB FOR PROPER SIZE AND LOCATION OF FOUNDATION DEPRESSIONS, DRAINS, AND WARPS.
10. UNLESS OTHERWISE NOTED, MANUFACTURER'S ITEMS SHALL BE PROVIDED. CONTRACTOR SHALL VERIFY ANY SUBSTITUTIONS WITH THE OWNER AND ARCHITECT PRIOR TO BID AND/OR INSTALLATION.
11. WHERE CONSTRUCTION DETAILS ARE NOT SHOWN OR NOTED FOR ANY PART OF THE WORK, DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR FIRST CLASS WORK; FOR THE TRADE INVOLVED THE DEVELOPER SHALL BE NOTIFIED IMMEDIATELY, IN WRITING, OF ANY ALTERNATE NON-STANDARD OR UNTESTED METHOD(S) PROPOSED.
12. ALL EXISTING UTILITIES OR STRUCTURES ARE INDICATED ON THESE PLANS BASED ON INFORMATION OF RECORD. THE CONTRACTOR SHALL TAKE PRE- CAUTIONARY MEASURES TO PROTECT THE UTILITY LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH OCCUR DUE TO HIS FAILURE TO LOCATE AND PROTECT ANY AND ALL UNDERGROUND UTILITIES.
13. THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR THE ENFORCEMENT OF ALL REQUIREMENTS AND REGULATIONS AND SHALL PERFORM ALL WORK ON THIS PROJECT IN COMPLIANCE WITH THE STATE OF CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT.
14. INTERIOR FINISH SHALL COMPLY WITH C.F.C. AND C.B.C. CHAPTER 8
15. MATERIALS TO BE USED SHALL BE OF FIRST QUALITY. THE WORK SHALL BE PERFORMED BY SKILLED MECHANICS IN A WORKMANLIKE MANNER.
16. CLEAN, PATCH AND/OR REPAIR ALL SURFACES DAMAGED BY DEMOLITION OR ALTERATION OF WORK AS REQUIRED.
17. CONTRACTOR SHALL PICK-UP AND PAY FOR ANY PERMITS NOT PROVIDED BY THE BUILDING OWNER.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS FROM THE BUILDING PREMISES. BUILDING TRASH RECEPTACLES ARE NOT TO BE USED FOR CONSTRUCTION DEBRIS.
19. ALL EXISTING WALL SHALL BE FINISHED AS NECESSARY FOR SPECIFIED INTERIOR FINISH APPLICATION.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ANY "BUILDING STANDARD" FIXTURES AND FINISHES IN ADDITION TO THOSE NOTED ON PLAN.
21. CONTRACTOR SHALL INSTALL REQUIRED FIRE ALARM SYSTEM. PER LOCAL CODES (IF REQUIRED)
22. EXIT SIGNAGE SHALL BE PROVIDED AS REQUIRED BY BUILDING DEPARTMENT.
23. ALL EQUIPMENT AND FURNISHINGS SHALL BE AS NOTED, ELSE N.I.C.
24. INSTALL (ADDITIONAL) BLOCKING IN WALLS AS REQUIRED FOR INSTALLATION OF ANY AND ALL HANDICAPPED ACCESSIBILITY DEVICES I.E. GRAB BARS ETC. PER ICC/ANSI A117.1-2009
25. CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS PER 2016 CFC SECTION 906 (VERIFY MOUNTING TYPE W/OWNER).

A.F.F.	Above finish floor	F.S.	Floor Sink	P.S.I.	Pounds per Square Inch
Acous.	Acoustic	Furr.	Furring	PrS.F.	Pounds per Square Foot
A.T./ACT	Acoustical Ceiling Tile	Galv.	Galvanized	Pair	Pair
Add.	Addendum	G.I.	Galvanized Iron	Prct.	Precast
Adj.	Adjustable	Ga.	Gauge	P.T.D.F.	Pressure Treated Douglas Fir Property Line
A.B.C.	Aggregate Base Course	Gen.	General Contractor	P.L.	Property Line
Agg.	Aggregate	G.C.	Glass	Q.T.	Quarry Tile
A/C	Air Conditioning	G.B.	Grab Bar	Rad., R.	Radius
Al.	Aluminum	Gr.	Grade	Rwd.	Redwood
Alt.	Alternate	Gr.	Grass, Glazing	Ref.	Reference
A.B. &	Anchor Bolt	Gr.	Gr.	R.C.P.	Reflected Ceiling Plan
∠	Angle	Grl.	Grille	Refr.	Refrigerator
Anod.	Anodized	Gnd.	Ground	Reg.	Register
Approx.	Approximately	G.	Gutter	Reinf.	Reinforced, Reinforcing
Arch't	Architect	Gyp.	Gypsum	Req.	Required
Arch.	Architectural	G.W.B.	Gypsum Wall Board	Resil.	Resilient Board
A.D.	Area Drain	H.R.	Handrail	Ret.	Return
Asb.	Asbestos	Hdn.	Hardener	R.A.	Return Air
A.C.	Asphaltic Concrete	Hdw.	Hardware	Rev.	Revision, Reverse
@	At	Hdw.	Hardwood	R.D.	Roof Drain
BSMT.	Basement	Htr.	Heater	Rfg/Roofg	Roofing
Bm.	Beam	Hgt./Ht.	Hgt./Ht.	Rm.	Room
B.M.	Bench Mark	H.P.	High Point	Rgh.	Rough
Bitum.	Bituminous	H.C.	Hollow Core	R.O.D.	Rough Opening
Blk.	Block	H.M.	Hollow Metal	Rd.	Round
Blkg.	Blocking	Horiz.	Horizontal	S.N.D.	Sanitary Napkin Dispenser
Bd.	Board	H.B.	Hose Bibb	S.N.R.	Sanitary Napkin Receptacle
Bot.	Bottom	H.W.	Hot Water	S.E.	Satin Enamel
B.N.	Boundary Nailing	Hr.	Hub Drain	Sched.	Schedule
Bldg.	Building	H.D.	Hub Drain	Scr.	Screw
Cab.	Cabinet	In.	Inch	S.C.D.	Seal Cover Dispenser
Calk.	Caulking	In.	Inch	Sect.	Section
C.I.	Cast Iron	I.D.	Inside Diameter	Sel.	Select
C.I.P.	Cast In Place	Insul.	Insulation	S.G.E.	Semi-Gloss Enamel
C.B.	Catch Basin	I/F	Interface	Shg.	Sheathing
Cng.	Ceiling	Int.	Interior	Sh.	Sheet
Cem.	Cement	Inv.	Invert	Sh.	Shelf
Chr./CTDR.	Center(ed)	Jan.	Janitor	Shwr.	Shower
Cg.	Centigram	Jt.	Joint	Sdg.	Siding
Cm.	Centimeter	Jst.	Joist	S.C.R.	Silicone Control Receptacle
Cl.	Centerline	K.P.	Kick Plate	Sim.	Similar
Cer.	Ceramic	Kit.	Kitchen	SK.	Sink
C.T.	Ceramic Tile	Lab.	Laboratory	Slgd.	Sliding
Chan	Channel	Lam.	Laminated	Sm.	Smooth
C.R.	Classroom	Ldg.	Landing	S.D.	Soap Dispenser
Clr.	Clear	Lth.	Lath	Sol.	Solid
Clo.	Clean Out	Lav.	Lavatory	S.C.	Solid Core
Clo.	Closet	Lgt.	Length	Spec.	Specification
Col.	Column	Lgt.	Light	Spl.	Splash
Conc.	Concrete	L.W.C.	Lightweight Concrete	Sq.	Square
C.B.	Concrete Block	Lin.	Linen	St.	Stainless Steel
C.M.U.	Concrete Masonry Unit	Lkr.	Louder	St. St./S.S.	Service Sink
Conn.	Connection	Lvr.	Louver	Std.	Standard
Const.	Construction	M.H.	Manhole	Sta.	Station
C.J.	Control Joint	M.O.	Masonry Opening	Stl.	Steel
Cont.	Continuous	Matl.	Material	Stor.	Storage
Contr.	Contractor	Mfr.	Manufacturer	Str.	Street, Strain
CU	Copper	Max.	Maximum	Struct.	Structure, Structural
Corr.	Corridor	Mech.	Mechanical	Suf.	Structural
Cor'g	Corrugated	M.C.	Medicine Cabinet	Susp.	Suspended
Cr.	Counter	Memb.	Membrane	Sw.	Switch
Ctsk.	Countersunk	Met./Mil.	Metal	Sw.Bd.	Switchboard
C.F.	Curb face	M.L.	Metal Lath	Sym.	Symmetrical
D.P.	Damp-Proofing	M.T.	Metal Threshold	Sys.	System
Db.	Decibel	M.	Meter	TEL.	Telephone
DP.	Deep	Mezz.	Mezzanine	T.V.	Television
Dept.	Department	Mm.	Millimeter	TER.	Terrazzo
Det.	Detail	Mg.	Milligram	Thermo.	Thermostat
Diag.	Diagonal	Min.	Minimum	THK.	Thick
Di.	Diameter	Misc.	Miscellaneous	Thru.	Through
Dim.	Dimension	Mldg.	Moulding	Toil.	Toilet
D.S.	Directional Sign	Mtd.	Mounted	T.P.D.	Toilet Paper Dispenser
Disp.	Dispenser	Mul.	Mulion	T&G	Tongue & Groove
Do	Ditto	N.G.	Natural Grade	T.C.	Top of Groove
Dr.	Door	Nom.	Nominal	T.P.	Top of Pavement
D.O.	Door Opening	N.	North	T.R.	Top of Roof
Db.	Double	N.I.C.	Not In Contract	T.S.	Top of Slab
Dwl.	Dowel	N.T.S.	Not to Scale	T.W.	Top of Wall
Dn.	Down	#, No.	Number, Pound	T.S.B.	Top Set Base
Ds.	Downspout	Obs	Obscure	T.B.	Towel Bar
Drwr.	Drawer	Off.	Office	TRD./T.	Tread
Dwg.	Drawing	O.C.	On Center	T.S.	Tube Steel
D.F.	Drinking Fountain	Oprng.	Opening	TYP.	Typical
DT.	Drive thru	Opp.	Opposite	U.L.	Underwriters Laboratories
D.S.P.	Dry Standpipe	O.A.	Overall	Unfin.	Unfinished
Ea.	Each	O.D.	Outside Diameter	U.N.O.	Unless Noted Otherwise
E.	East	O/	Over	Ur.	Urinal
Elec.	Electrical	O.A.H.	Overall Height	V.T.R.	Vent Through Roof
E.N.	Edge Nail	O.F.S.	Overflow Scupper	V.	Vent
E.P.	Electrical Panelboard	O.R.D.	Overflow Roof Drain	Vent.	Ventilate, Ventilation
E.W.C.	Electric Water Cooler	O.H.	Overhead	VERMIC.	Vermiculite
El.	Elevation	O.	Owner	VERT.	Vertical
Elev.	Elevator	O.F.C.I.	Owner Furnished, Contractor Installed	V.G.	Vertical Grain
Emer.	Emergency	O.F.O.I.	Owner Furnished, Owner Installed	VEST.	Vestibule
Encl.	Enclosure	P.G.	Paint Grade	V.C.T.	Vinyl Composition Tile
Eq.	Equipment	Pld.	Painted	V.W.C.	Vinyl Wall Covering
Eqh.	Equipment Exhaust	Pg.	Page	VCP	Vitreous Clay Pipe
Exp.	Expansion	Pnl.	Panel	WSCT	Wainscot
E.J.	Expansion Joint	P.T.D.	Paper Towel Dispensers	WC	Water Closet
(E), Exist.	(E), Existing	P.T.D.R	Paper Towel Dispens./Recept.	W.H.	Water Heater
Expo.	Exposed	P.T.R.	Paper Towel Receptacle	W.S.	Water Softener
Ext.	Exterior	Pin./Part.	Partition	W.P.	Water Proof
E.I.F.S.	Exterior Insulation and Finish System	d	Penry - nail size 0	Wt.	Weight
F.O.C.	Face Of Concrete	Perf.	Perforation, Perforated	W.W.F.	Welded Wire Fabric
F.O.F.	Face Of Finish	⊥Perp.	Perpendicular	W.W.M.	Welded Wire Mesh
F.O.S.	Face Of Stud	P.Lam.	Plastic Laminate	W.	West, Wide, Width
F.O.W.	Face Of Wall	Plas.	Plaster	W/	With
Ft.	Feet or Foot	Plat.	Plate	W/O	Without
F.R.P.	Fiberglass Reinforced Panel	Pmbg.	Plumbing	Wd.	Wood
Fin.	Finish	Plywd.	Plywood	W.I.C.	Walk In Cooler
F.F.	Finish Floor	Pt.	Point	W.I.F.	Walk In Freezer
F.A.	Fire Alarm	Pvc.	Poly Vinyl Chloride		
F.E.	Fire Extinguisher	P.C.C.	Portland Cement Concrete		
F.E.C.	Fire Extinguisher Cabinet	P.C.P.	Portland Cement Plaster		
F.H.C.	Fire Hose Cabinet				
Fprf./F.P.	Fireproof				
Fixt.	Fixture				
Flash.	Flashing				
F.B.	Flat Bar				
Flr.	Floor				
F.D.	Floor Drain				
Fluor.	Fluorescent				
Ftg.	Footing				
Fdn.	Foundation				
Fr.	Frame				

§141.0504 marijuana outlets marijuana outlets that are consistent with the requirements for retailer or dispensary license requirements in the California business and professions code may be permitted with a conditional use permit decided in accordance with process three in the zones indicated with a "c" in the use regulations tables in chapter 13, article 1 (base zones), provided that no more than four marijuana outlets are permitted in each city council district. Marijuana outlets are subject to the following regulations.

(b) lighting shall be provided to illuminate the interior, façade, and the immediate surrounding area of the marijuana outlet, including any accessory uses, parking lots, and adjoining sidewalks. Lighting shall be hooded or oriented to deflect light away from adjacent properties.

(c) security shall be provided at the marijuana outlet which shall include operable cameras, alarms, and a security guard. The security guard shall be licensed by the state of California and be present on the premises during business hours. The security guard shall only be engaged in activities related to providing security for the facility, except on an incidental basis.

(d) primary signs shall be posted on the outside of the marijuana outlet and shall only contain the name of the business, which shall contain only alphabetic characters, and shall be limited to two colors.

(e) the name and emergency contact phone number of an operator or manager shall be posted in a location visible from outside the marijuana outlet in character size at least two inches in height.

ch. art. div. 14 1 5 10
san diego municipal code chapter 14: general regulations (10-2017)

(f) the marijuana outlet shall operate only between the hours of 7:00 a.m. and 9:00 p.m., seven days a week.

(g) the use of vending machines which allow access to marijuana and marijuana products except by a responsible person, as defined in san diego municipal code section 42.1502, is prohibited. For purposes of this section, a vending machine is any device which allows access to marijuana and marijuana products without a human intermediary.

(h) a permit shall be obtained as required pursuant to chapter 4, article 2, division 15.

(i) a conditional use permit for a marijuana outlet shall expire no later than five years from the date of issuance.

(j) deliveries shall be permitted as an accessory use only from marijuana outlets with a valid conditional use permit unless otherwise allowed pursuant to the compassionate use act of 1996.

(k) the marijuana outlet, adjacent public sidewalks, and areas under the control of the marijuana outlet, shall be maintained free of litter and graffiti at all times.

(l) the marijuana outlet shall provide daily removal of trash, litter, and debris. Graffiti shall be removed from the premises within 24 hours.

(m) consultations by medical professionals shall not be a permitted accessory use at a marijuana outlet.

("marijuana outlets" added 2-22-2017 by o-20793 n.s.; effective 4-12-2017. former section 141.0504 "plant nurseries" renumbered to section 141.0505.)

SP_SITE_SFp_BMP.dwg plotted: 5/8/2018 3:10 PM by: Bruno Vasquez

project title :
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project title :
**FEDERAL BLVD.
MARIJUANA OUTLET**
FEDERAL BLVD.
SAN DIEGO CA. 92114

sheet title :
PROJECT NOTES

issue dates :
drawn by :
checked by :
B.VZ
project no. :
022-2018C
revisions :

sheet no.
PN

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project title : **FEDERAL BLDG. MARIJUANA OUTLET**
 FEDERAL BLDG.
 SAN DIEGO CA. 92114

sheet title : **EGRESS PLAN**

issue dates :
 drawn by :
 checked by :
 project no. :
 revisions :
 sheet no.

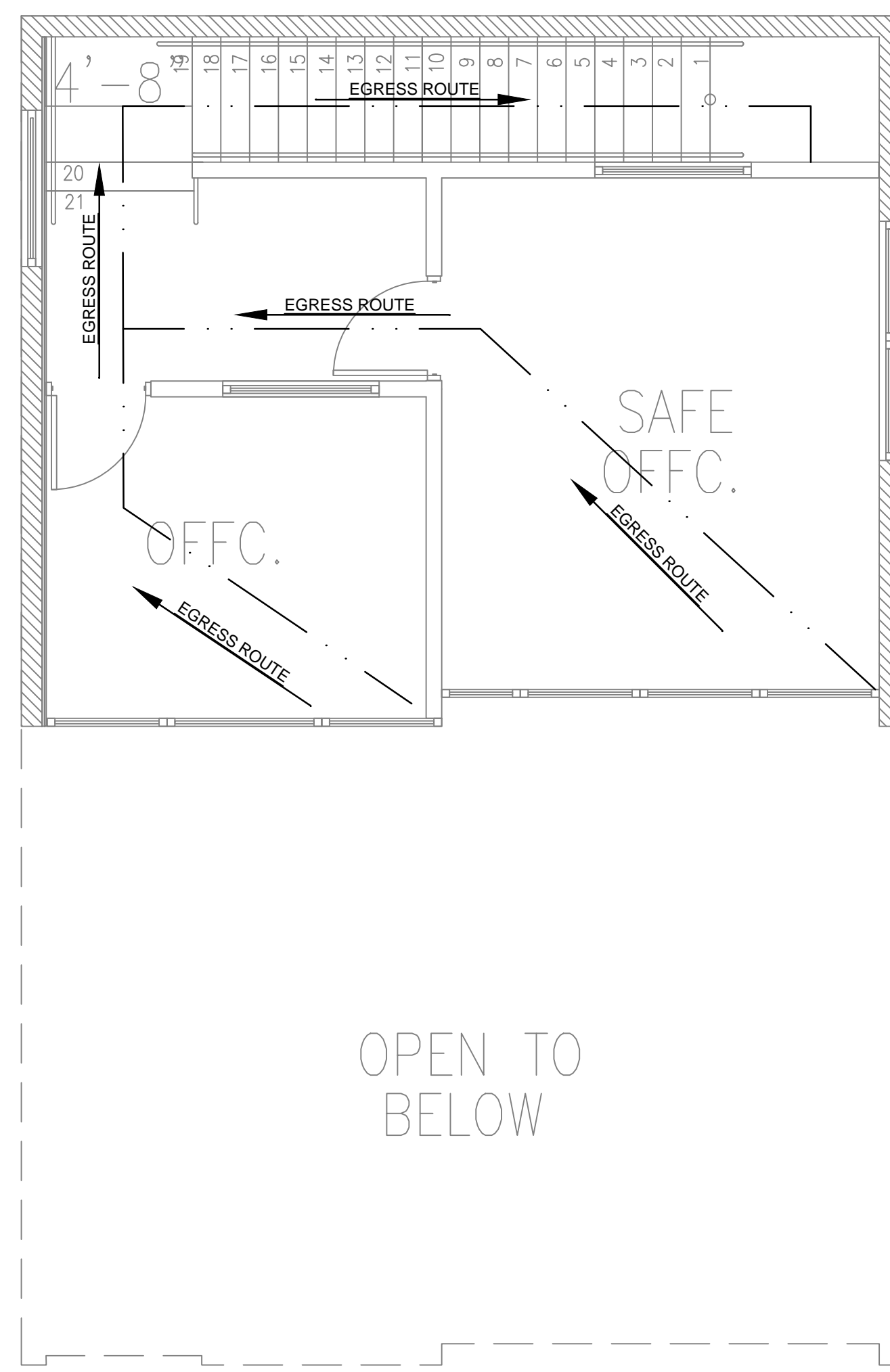
AE1.01

EGRESS PLAN NOTES

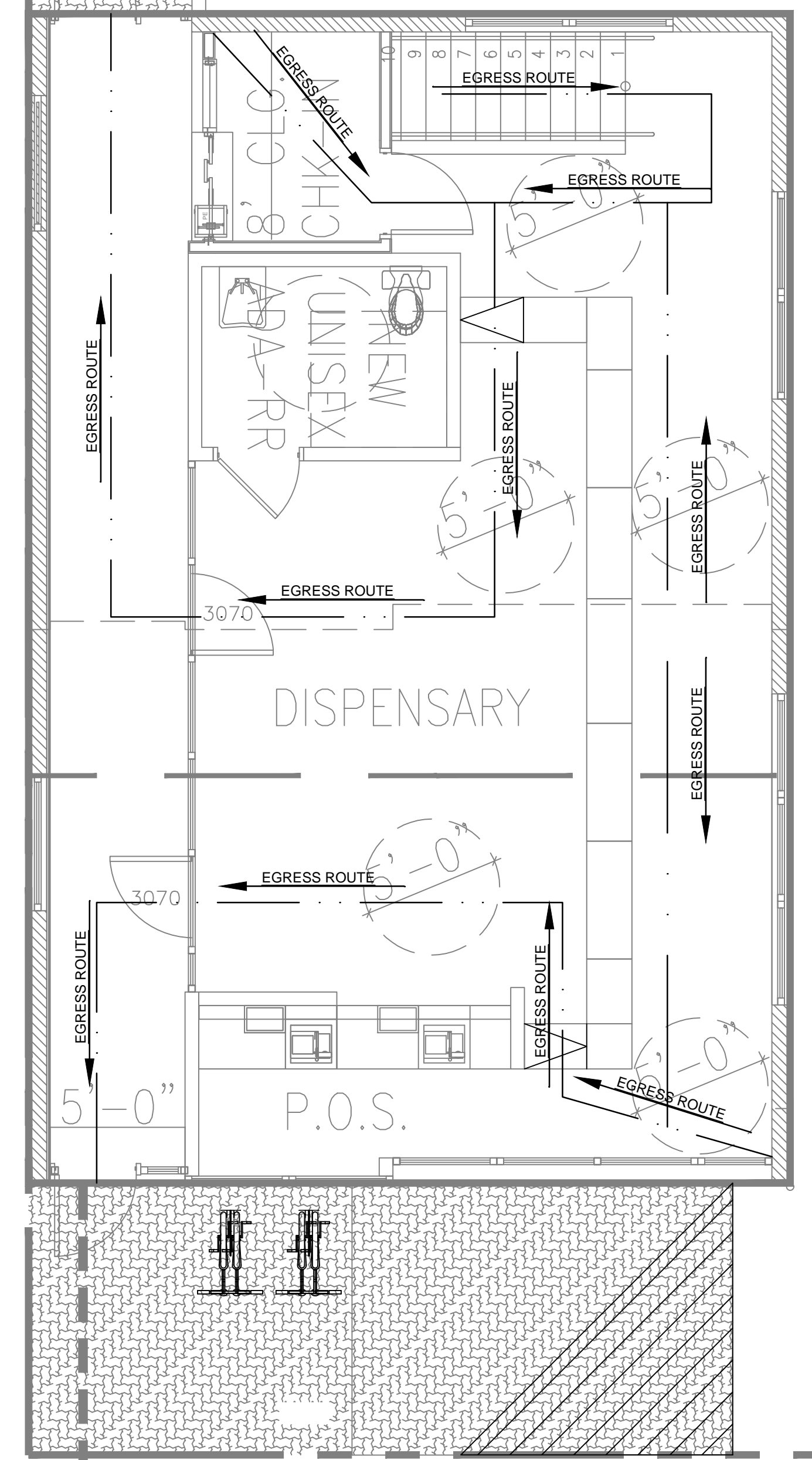
DESIGN OCCUPANT LOAD – The number of occupants whom means egress facilities shall be provided.
 Where occupants from accessory area egress through a primary space, the calculated occupant load for the primary space plus the number of occupants egressing through it from the accessory area.
 Minimum Egress Width – The total width of means of egress in inches (mm) shall not be less than the total occupant load served by the means of egress multiplied by 0.3 inches (7.62 mm) per occupant for stairways and by 0.2 inches (5.08 mm) per occupant for other egress components. Multiple means of egress shall be sized such that the loss of any one means of egress shall not reduce the available capacity to less than 50 percent of the required capacity. The maximum capacity required from any story of a building shall be maintained to the termination of the means of egress. (CBC 1005.1)
 DOOR ENCROACHMENT – Doors, when fully opened, and handrails shall not reduce the required means of egress width by more than 7 inches (178 mm). Doors in any position shall not reduce the required width by more than one-half. Other nonstructural projections such as trim and similar decorative features shall be permitted to project into the required width a maximum of 1½ inches (38 mm) on each side. (CBC 1005.2)
 EGRESS DOORS - Egress doors shall be readily openable from the egress side without the use of a special key knowledge or effort. (CBC 1008.1.9)
 EGRESS ILLUMINATION – The means of egress, including the exit discharge, shall be illuminated at all times the building space served by the means of egress is occupied. Egress illumination shall comply with CBC 2016 Section 1006.
 ILLUMINATION EMERGENCY POWER – The power supply for means of egress illumination shall normally be provided by the premises' electrical supply. In the event of power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:
 1. Aisles and unenclosed egress stairways in rooms and spaces that require two or more means of egress.
 2. Corridors, exit enclosures and exit passageways in buildings required to have two or more exits.
 3. Exterior egress components at other than their levels of exit discharge until exit discharge is accomplished for buildings required to have two or more exits.
 4. Interior exit discharge elements, as permitted in Section 1027.1, in buildings required to have two or more exits.
 5. Exterior landings as required by Section 1008.1.6 for exit discharge doorways in buildings required to have two or more exits.
 The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator. The installation of the emergency power system shall be in accordance with CBC 2016 Section 2702. Illumination level under emergency power. Emergency lighting facilities shall be arranged to provide initial illumination that is at least an average of 1 footcandle (11 lux) and a minimum at any point of 0.1 footcandle (1 lux) measured along the path of egress at floor level. Illumination levels shall be permitted to decline to 0.6 footcandle (6 lux) average and a minimum at any point of 0.06 footcandle (0.6 lux) at the end of the emergency lighting time duration. A maximum-to-maximum illumination uniformity ratio of 40 to 1 shall not be exceeded.

EGRESS PLAN NOTES

Egress Plan - Proposed
 Accessibility Notes
 1. All entrances and all exterior ground-floor exit doors to buildings and facilities shall be made accessible to persons with disabilities. (Sec. 1133B.1.1.1.1)
 2. Latching and locking hand activated doors in a path of travel shall be operable with a single effort by lever type hardware, panic bars, push pull activating bars, or other hardware designed to provide passage without requiring the ability to grasp the opening hardware. Locked exit doors shall operate as above in egress direction. (Sec. 1133B.2.5.2)
 3. Hand activated door opening hardware shall be centered between 30 inches (1118 mm) above the floor. (Sec. 1133B.2.5.2)
 4. The width and height of doorways shall comply with section 1008. Every required exit doorway shall permit the installation of a door not less than 3 feet (914 mm) wide and not less than 6 feet 8 inches (2032 mm) high. Exit doors shall be capable of opening at least 90 degrees and provide not less than 32 inches clear width (813mm). (Sec. 1133B.2.2 and Figure 11B 33) except where noted.
 5. For hinged doors, the opening width shall be measured with the door positioned at an angle of 90 degrees from its closed position. (Sec. 1133.2.3 and Fig. 11B 33).
 6. Minimum maneuvering clearances at doors shall be as shown in Figures 11B-26A and 11B-26B. The floor or ground area within the required clearances shall be level and clear (Sec. 1133B.2.4.2).
 7. There shall be a level and clear floor or landing on each side of a door. The level area shall have a length in the direction of door swing of at least 60 inches (1524 mm) and the length opposite the direction of door swing of 48 inches (1219 mm) as measured at right angle to the plane of the door in its closed position (Sec. 1133B.2.4.2 and Fig. 11B2 6A and 11B 26B).
 8. The width of the level area on the side to which the door swings shall extend 24 inches (610 mm) minimum past the strike edge of the door for exterior doors and 18 inches (457 mm) minimum past the strike edge for interior doors. This also applies to obstructions and recesses. An additional 12 inches is required at the push side if a frontal approach, if door is equipped with both latch and closer (Sec. 1133B2.4.3, 1133B.2.4.5, 1133B.2.5.3, Figures 11B 26A and B, and 11B-33(a)).
 9. The floor or landing shall be not more than ¼ inch (12.7 mm) lower than the threshold of the doorway. Change in level between ¼ inch (6mm) and 275 inch (12.7 mm) shall be beveled with a slope no greater than one unit vertical to 2 unit horizontal (50-percent slope) (Sec. 1133B.2.4.1 and Figures 11B 32).
 10. The bottom 10 inches (254 mm) of all doors except automatic and sliding shall have a smooth, uninterrupted surface to allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition. Where narrow frame doors are used, a 10 inch (254 mm) high smooth panel shall be installed on the push side. (Sec. 1133.2.6 and Fig 11B 29).
 11. Maximum effort to operate doors shall not exceed 5 pounds (22 N) for exterior and interior doors, applied at right angles to hinged doors and at the center plane of sliding or folding doors. Compensating devices or automatic door operators may be utilized. The maximum effort to operate fire doors may be increased up to 15 pounds (66.72 N) if allowed by the appropriate administrative authority. (Sec. 1133B.2.5)
 12. Specific work stations need only comply with the required aisle width (Sec. 1133B.6.1 and 1133B.6.2 and floors and levels (Sec. 1120B). (Sec. 1123B.2).
 13. Entry ways to specific work stations shall be 32 inches clear width. (Sec. 1123B.2).
 14. PROVIDE PANIC HARDWARE AT EXIT DOORS WHERE NOTED.
 15. Gates used as a component in a means of egress shall conform to the applicable requirements for doors. (Sec. 1008.2)
 16. Exterior Exit doors shall have a sign posted above stating: DOOR TO REMAIN UNLOCKED DURING REGULAR BUSINESS HOURS. (Sec. 1008 1.9.3)
 17. Public accommodations shall maintain in operable working condition those features of facilities and equipment that are required to be accessible to and useable by persons with disabilities isolated or temporary interruptions in service or accessibility due to maintenance or repairs shall be permitted. §11B-302.1
 18. Means of egress doors shall be readily distinguishable from the adjacent construction and finishes such that the doors are easily recognized. Mirrors or similar reflecting materials shall not be used.
 Egress & Accessibility Notes
 ACCESSIBLE ROUTE – Accessible routes shall comply with CBC 2016 Section 11B-402. Walking surfaces shall provide clearances complying with CBC 2016 Section 11 B-403.5. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48. Except as provided in CBC 2016 Sections 11B-403.5.2 and 11B-403.5.3, the clear width of walking surfaces shall be 36 inches (914 mm) minimum. The clear width for walking surfaces in corridor serving an occupant load of 10 or more shall be 44 inches (1118 mm) minimum. The clear width for sidewalks and walks shall be 48 inches (1219 mm) minimum.
 MEANS OF EGRESS – A continuous and unobstructed path of vertical and horizontal egress travel from an occupied portion of a building or structure to a public way. A means of egress consists of three separate and distinct parts: the exit access, the exit and the exit discharge. Means of Egress shall comply with CBC 2016 Chapter 10.



2ND FLOOR EGRESS PLAN
 SCALE 1" = 20'-0"

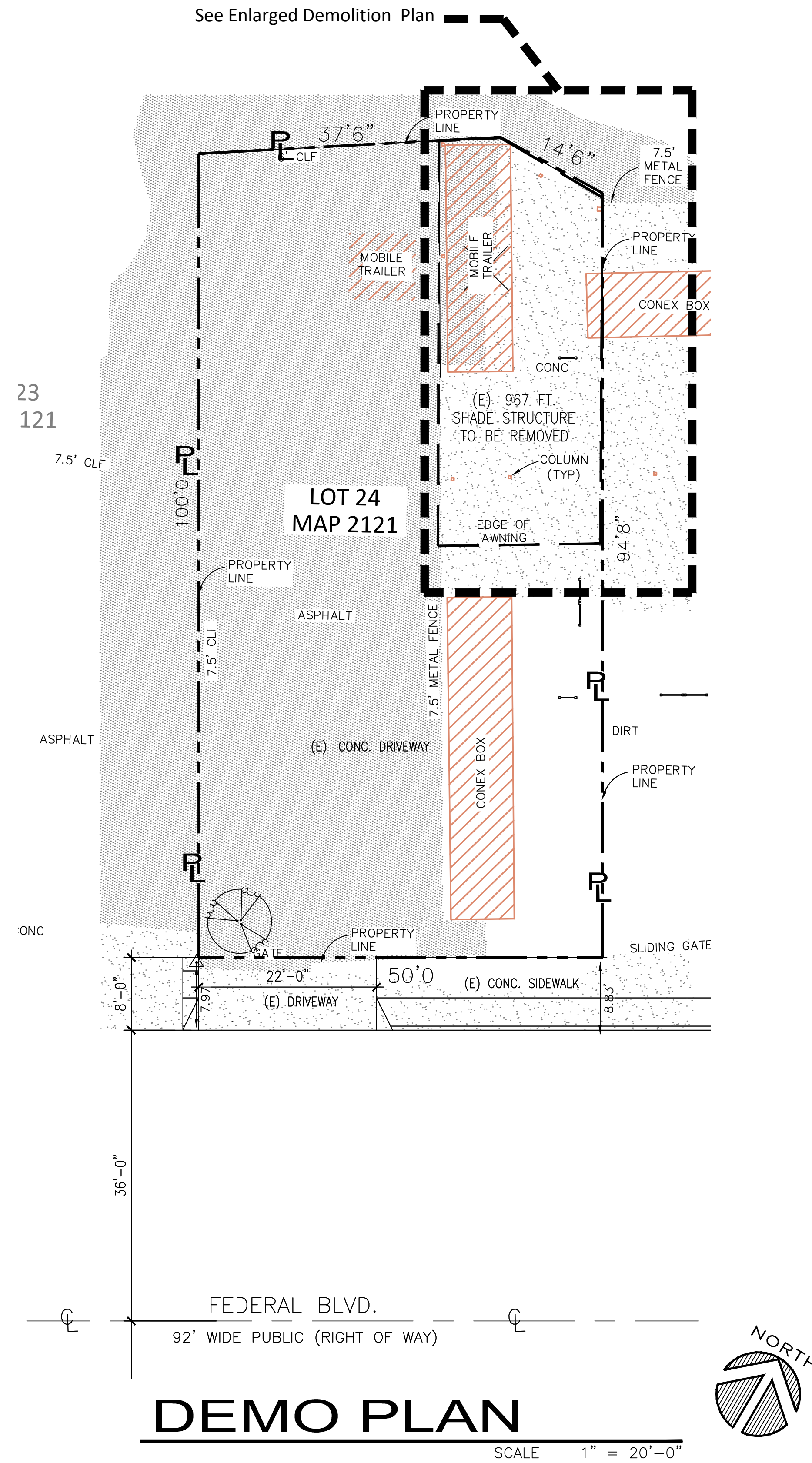
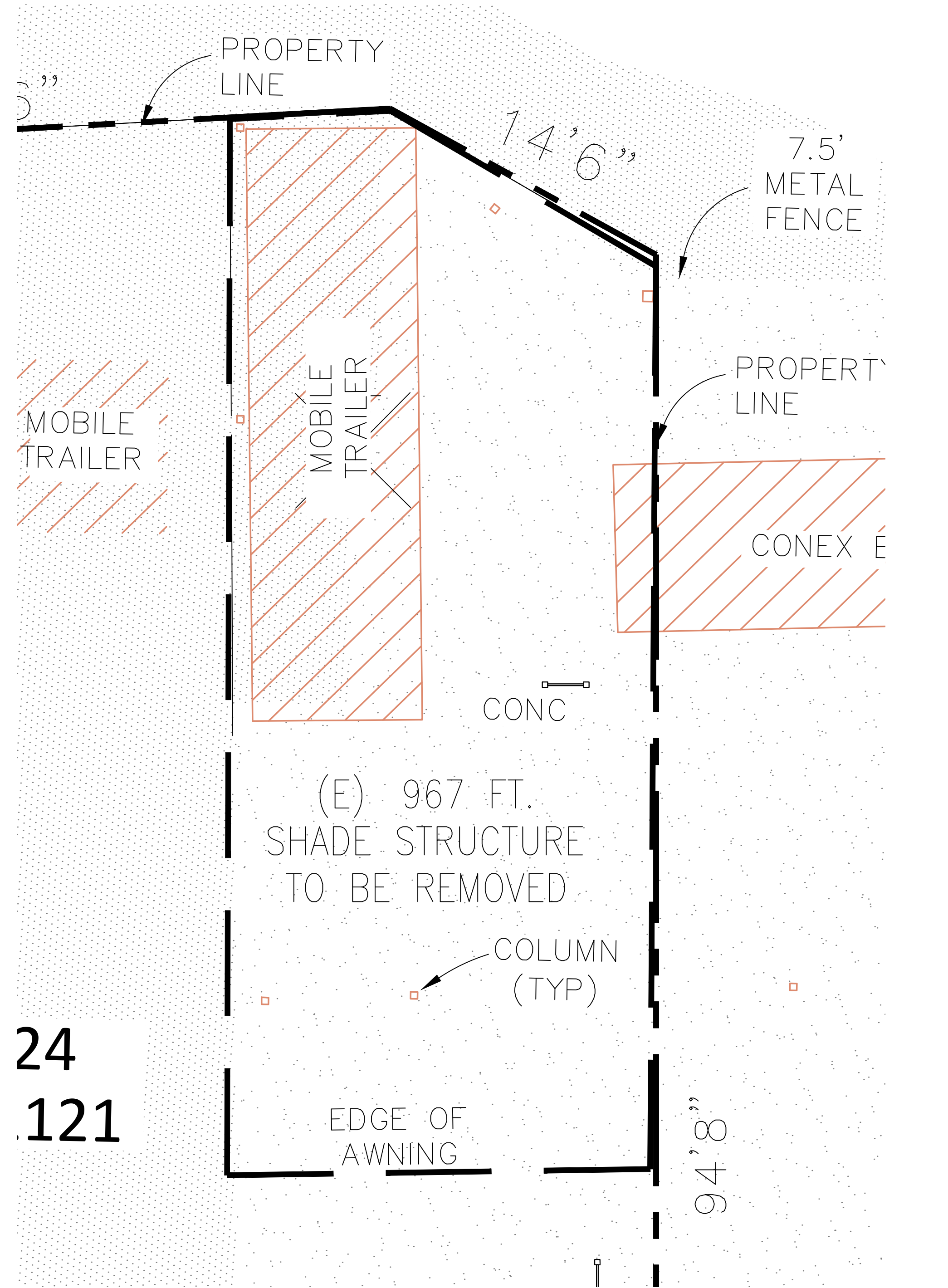


1ST. FLOOR EGRESS PLAN
 SCALE 1" = 20'-0"



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DEMO NOTES:

- Demolition Notes
1. Dismantling of existing shade structure.
 2. Removal of mobile trailers.
 3. Removal of mobile containers.
 4. Contractor shall verify all existing structures, containers and objects to be removed prior to commencement of work.
 5. Contractor to verify all property boundaries, location of all utilities -underground and overhead existing on the property.
 6. All demolition material shall be disposed of at city approved locations by contractor.
 7. Notify Pacific Design Concepts of any discrepancy found in the information provided in these plan. Prior to commencement of work.

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project title :
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MARIJUANA OUTLET**
FEDERAL BLDV.
SAN DIEGO CA. 92114

sheet title :
**DEMOLITION
PLAN**

issue dates : _____
drawn by : _____
checked by : _____
project no. : _____
revisions : _____
sheet no. : _____

A0.01

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FLOOR PLAN NOTES

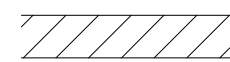

- Floor Plan Notes
- The General Contractor or Subcontractor shall verify all conditions or dimensions on these plans in the field with actual site conditions.
 - Written dimensions shall take precedence over scaled dimensions and shall be verified on the jobsite. On-site verification of all dimensions and conditions shall be the sole responsibility of the General Contractor and Subcontractors.
 - The Contractor or subcontractors shall notify Owner if any conflicts or discrepancy occurs between this information on this plan and actual field conditions.
 - Any discrepancies with this drawing affecting project layout shall be brought to the attention of the Owner. Do not proceed with work until written or verbal instructions are issued by Owner.
 - INSULATION: R-13 Batt Insulation at all Exterior 2x4 Walls.
R-13 Batt Insulation at all accessible interior walls for sound control.
R-30 Batt Insulation at 2 x 10 Ceiling, Raised Floor and Roof Areas.
R-4.5 Insulation Wrap on all New Hot Water Piping.
R-4.5 Insulation Wrap on all New Supply Ducts.

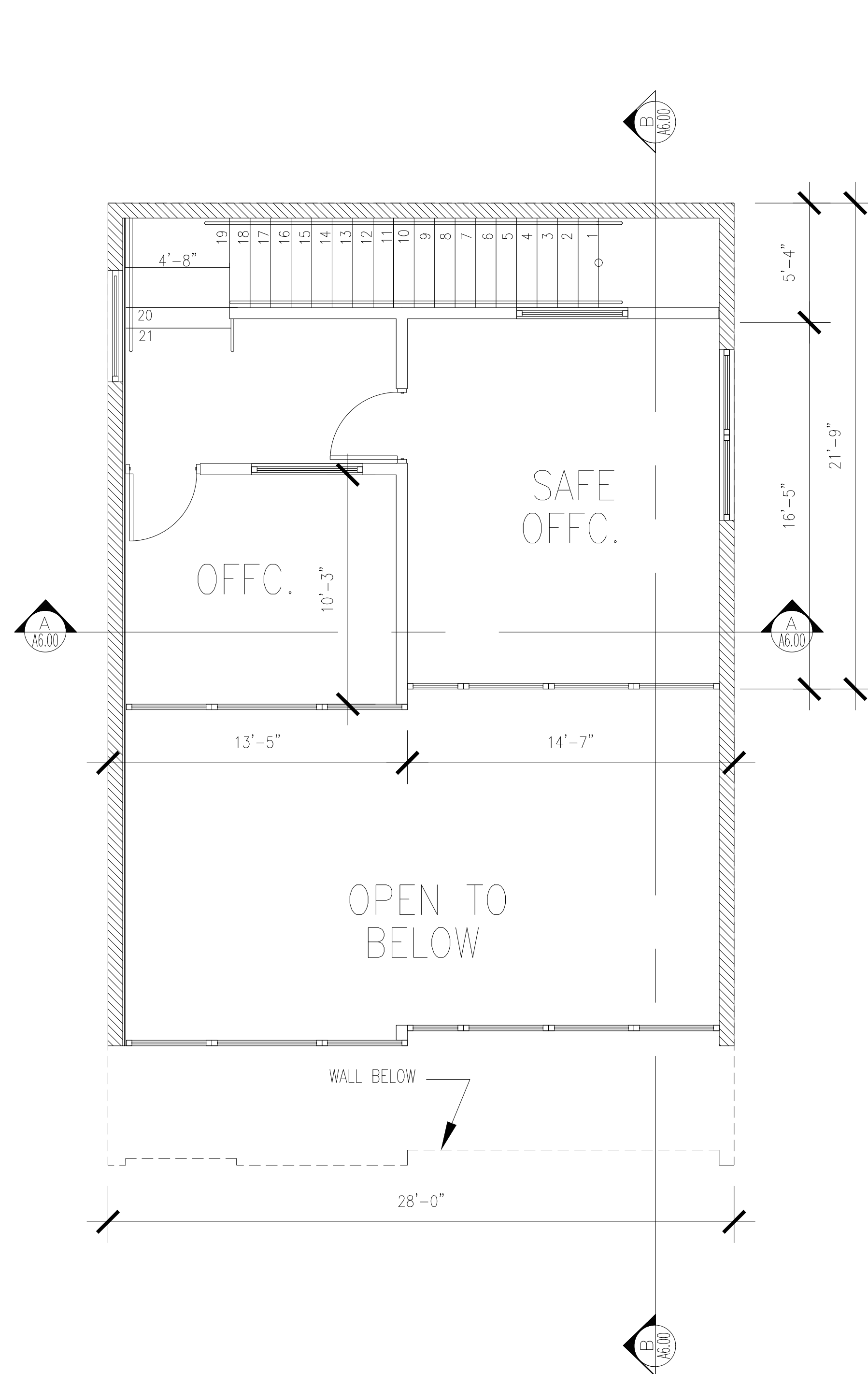
Dimensions
EXTERIOR WALL DIMENSIONS TO FACE OF FINISH (U.N.O)
INTERIOR WALL DIMENSIONS TO CENTER LINE OF STUD (U.N.O)
CLEARANCE DIMENSIONS ARE TO FACE OF FINISH MATERIALS, NOTED WITH CLR.

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project title :
FEDERAL BLDG.
MARIJUANA OUTLET
FEDERAL BLDG.
SAN DIEGO CA. 92114

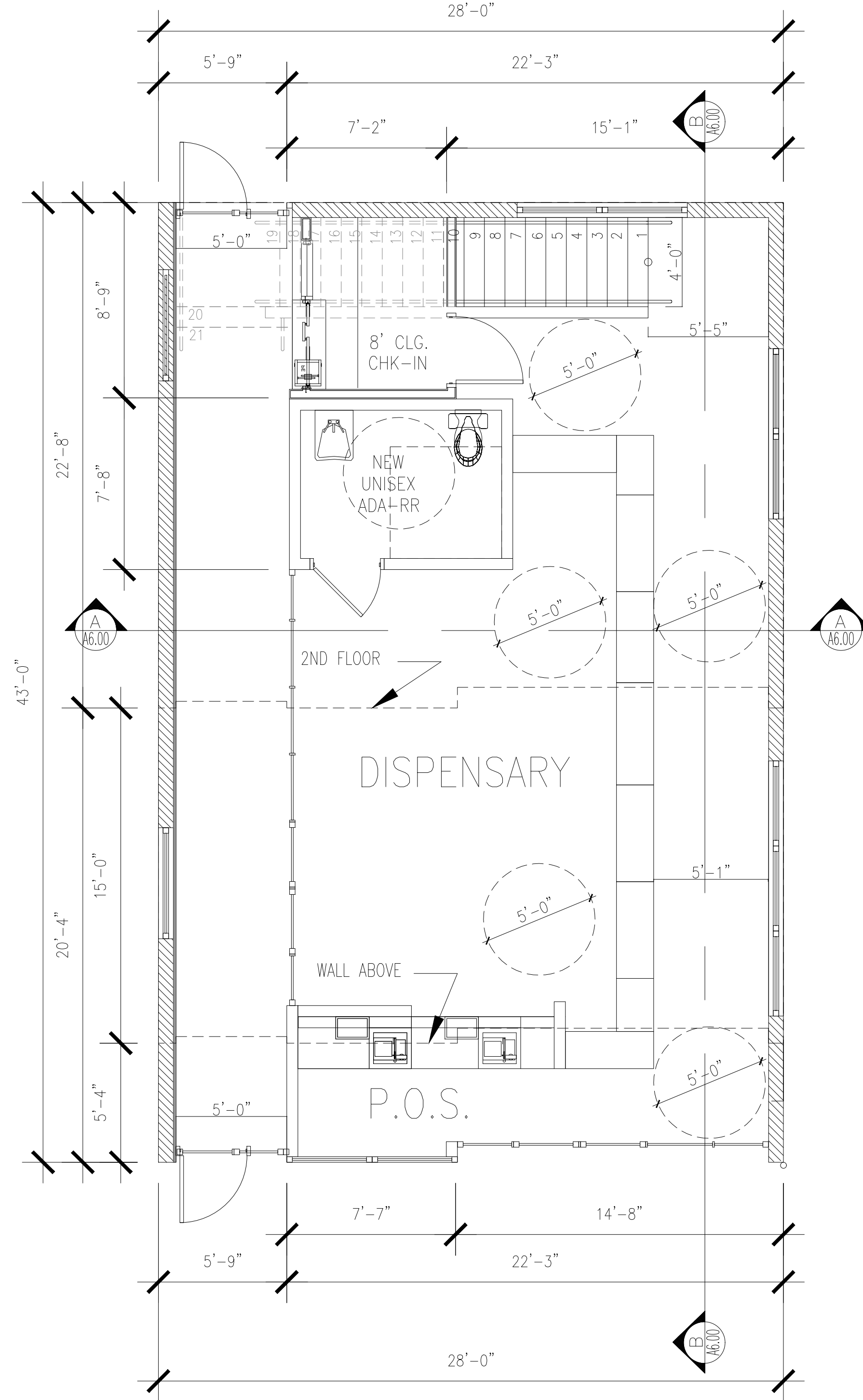
Wall Legend:

-  8" C.M.U. WALL FULLY GROUTED
-  NEW WALL W/ 2X4 STUDS @ 16" O.C. AND R-13 BATT. INSULATION @ EXTERIOR WALLS.



SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"



FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"

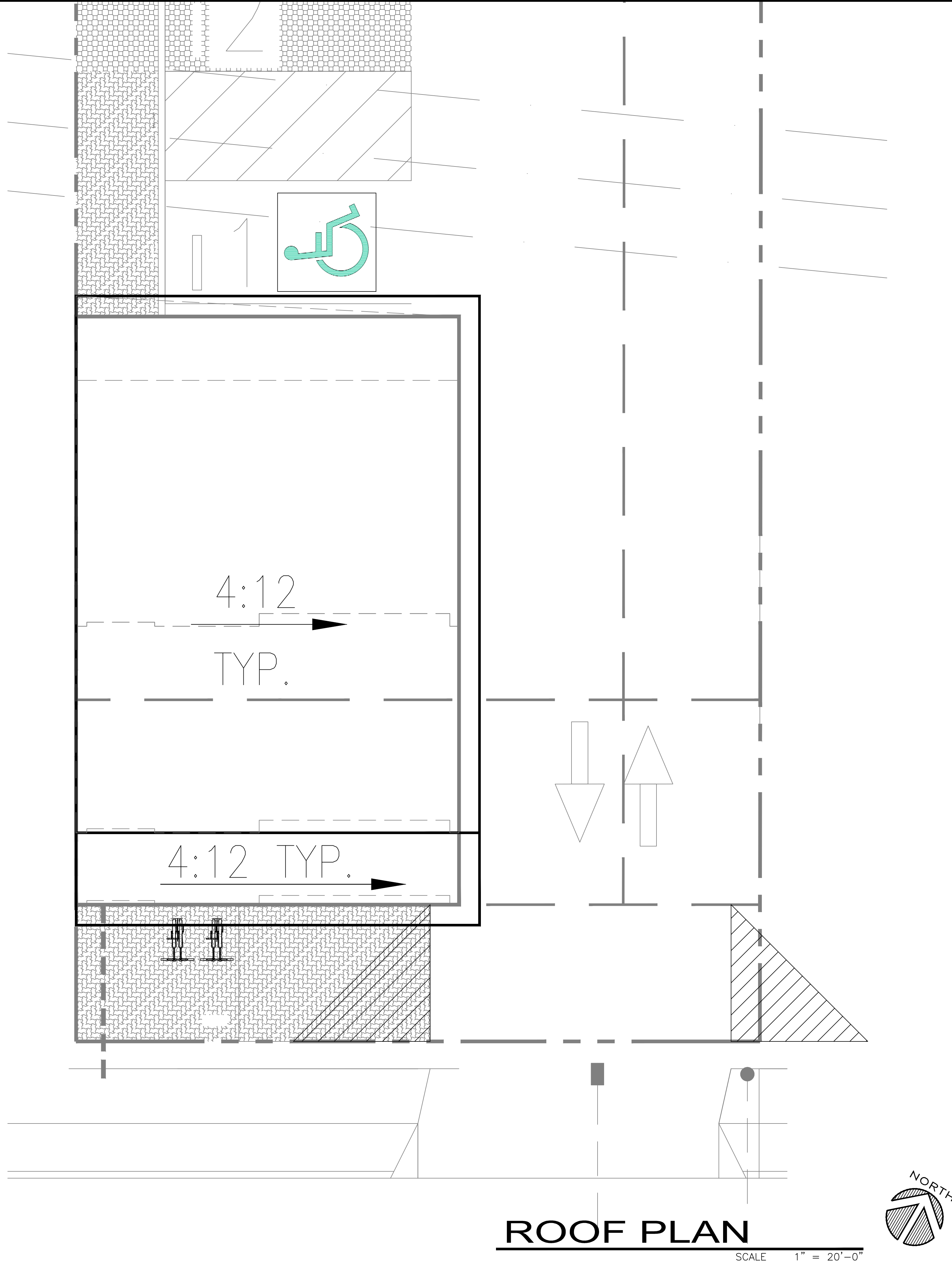
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sheet title :
PROPOSED FLOOR PLAN

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revisions :
sheet no. :

A1.00

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ROOF PLAN

SCALE 1" = 20'-0"



ROOF PLAN NOTES

- Roof Plan Proposed
Roof Plan Notes
1. The General Contractor or Subcontractor shall verify all conditions or dimensions on these plans in the field with the actual site conditions.
 2. Written dimensions shall take precedence over scaled dimensions and shall be verified on the job site. On-site verification of all dimensions and conditions shall be the sole responsibility of the General Contractor and Subcontractors.
 3. The Contractor or subcontractor shall notify Owner of any conflicts or discrepancies occurs between the information on this plan and actual field conditions.
 4. Any discrepancies with this drawing affecting project layout shall be brought written or verbal instructions are issued by Owner and the architect.
 5. This Roof Plan is intended to depict existing conditions based on field observations.
 6. PROVIDE RAIN GUTTER SYSTEM WITH DOWNSPOUT & SPLASH BLOCK.

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MARIJUANA OUTLET
 FEDERAL BVL.D.
 SAN DIEGO CA. 92114

sheet title :
ROOF PLAN

issue dates : _____
 drawn by : _____
 checked by : _____
 project no. : _____
 revisions : _____

 sheet no. _____

A2.00

LIGHTING PLAN NOTES

Lighting Plan Proposed

- The locations of switches, outlets and light fixtures shown on electrical plans are approximate. Do not run wire until all boxes are in place and the owner has been called to make visual review of all locations.
- Verify all electrical requirements for new work and provide service as necessary. All new electrical wiring and installation shall comply with the latest adopted edition of the N.E.C. state and local requirements.
- Kitchens shall have 50% for more of the wattage used for lighting be from high efficiency light fixtures. Incandescent lighting shall be switched separately and/or have dimmer switches.
- Exterior light fixtures attached to building shall be fluorescent light fixtures or incandescent lighting equipped with photo/motion sensor.
- All electric switches unless noted on the plan are to be located 42 inches above the finish floor. All outlet receptacles shall be 15 inches above finish floor, unless noted otherwise. Verify locations for horizontally mounted outlets (marked "Horizontal" on plans). Multiple switches shall be ganged together, unless noted otherwise.
- Mounting heights for light fixtures shown on plans are from finish floor or flatwork to the centerline of junction box, unless noted otherwise. Also, refer to exterior and interior elevations for additional information regarding fixture-mounting heights.
- Convenience outlets in bathrooms, kitchens, wet bar sink, laundry rooms, outdoors, basements and garages shall be Ground Fault Circuit Interrupts (GFCI) type outlets (NEC210-8).
- Convenience outlets in bedrooms shall be protected with Arc Fault Circuit Interrupters (AFCI) type outlets. (NEC210.12)
- Electrical outlet plate gaskets shall be installed on all receptacles, switches or other electrical boxes in exterior walls and any wall on perimeter of conditioned space.
- Verify electrical requirements for new appliances and mechanical equipment prior to running wire. See Appliance Schedule and floor plans for equipment.
- All electrical panels shall have permanent legible labels indicating circuit use, amperage, etc.
- Owner supplied fixtures shall be installed by contractor.
- Verify with owner number of telephone lines to be provided to residence. Pre-wire for cable TV and telephone per plans, verify size and shielding requirements for TV cable. Verify locations of telephone, cable and computer outlets with owner prior to installation.
- Verify with owner any electrical stub outs for future electrical.
- Verify with owner and coordinate installation requirements of sound system and speaker wire for sound system. (System and wiring are not in contract unless specified in bid)
- SMOKE DETECTORS: Shall be installed in each bedroom, in access points to each sleeping area and in each story and basements. Detector shall have an alarm audible in all sleeping areas of the unit. Per CRC 2013 Sec. R314
- INTERCONNECTION NOTE: Where more than one smoke alarm is required to be installed, the smoke alarm shall be interconnected in such manner that the activation of one alarm will activate all the alarms in the individual dwelling unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.
- POWER SOURCE: In new construction, required smoke alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery back-up. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.
- EXISTING BUILDINGS: Smoke detectors shall be installed for all dwelling units intended for human occupancy, for a permit for alterations, repairs, or additions, exceeding one thousand dollars (\$1,000).
- General Contractor to verify with the owner and coordinate any electrical requirements for the installation of security system and/or intercom system. (System and wiring not in contract unless specified in bid).
- Junction boxes for ceiling fans shall be securely fastened to framing per fan manufacturer's instructions.
- Provide Carbon Monoxide Alarms per CRC 2013Sec. R315.

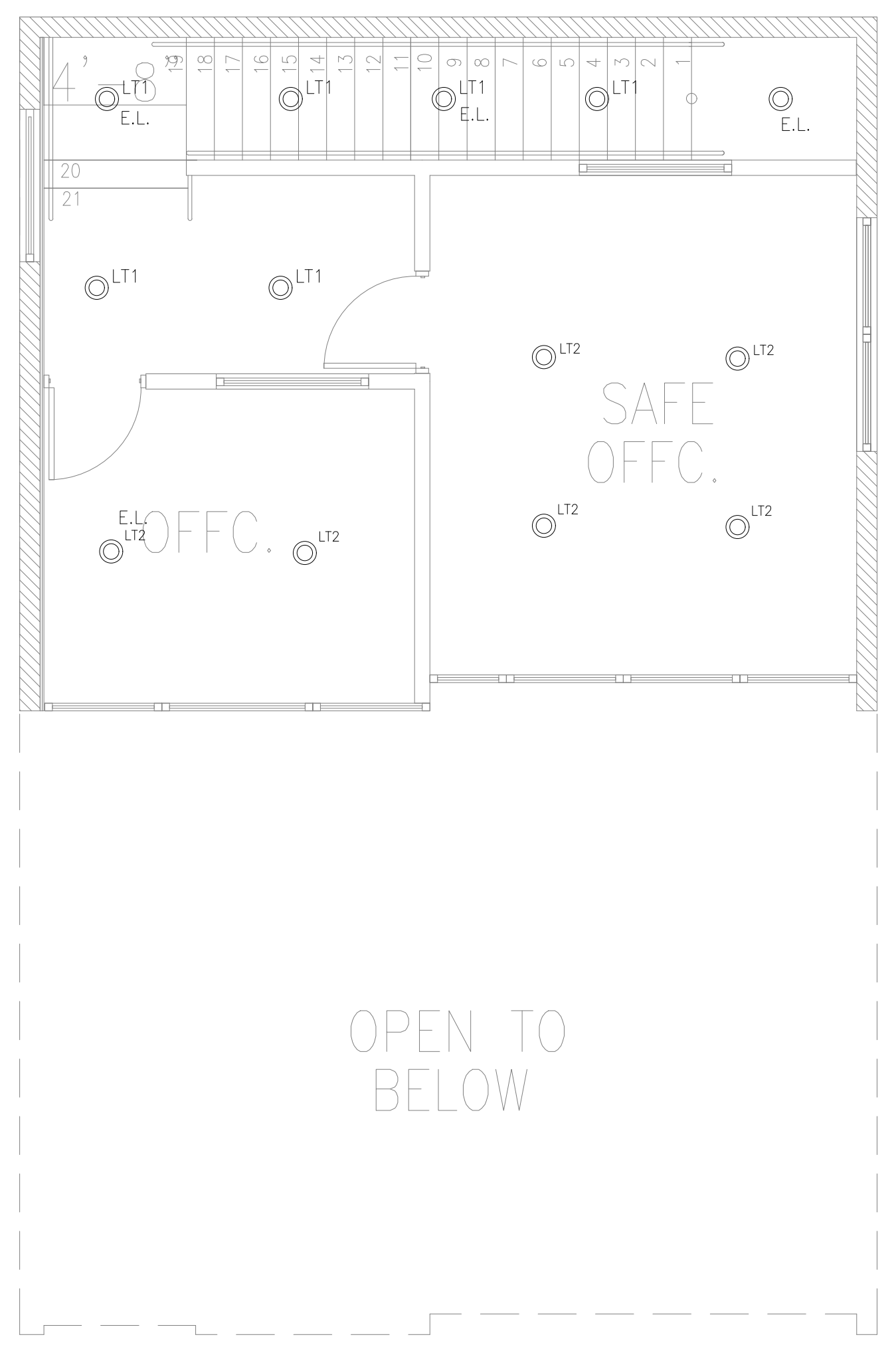
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project title :
**FEDERAL BLD.
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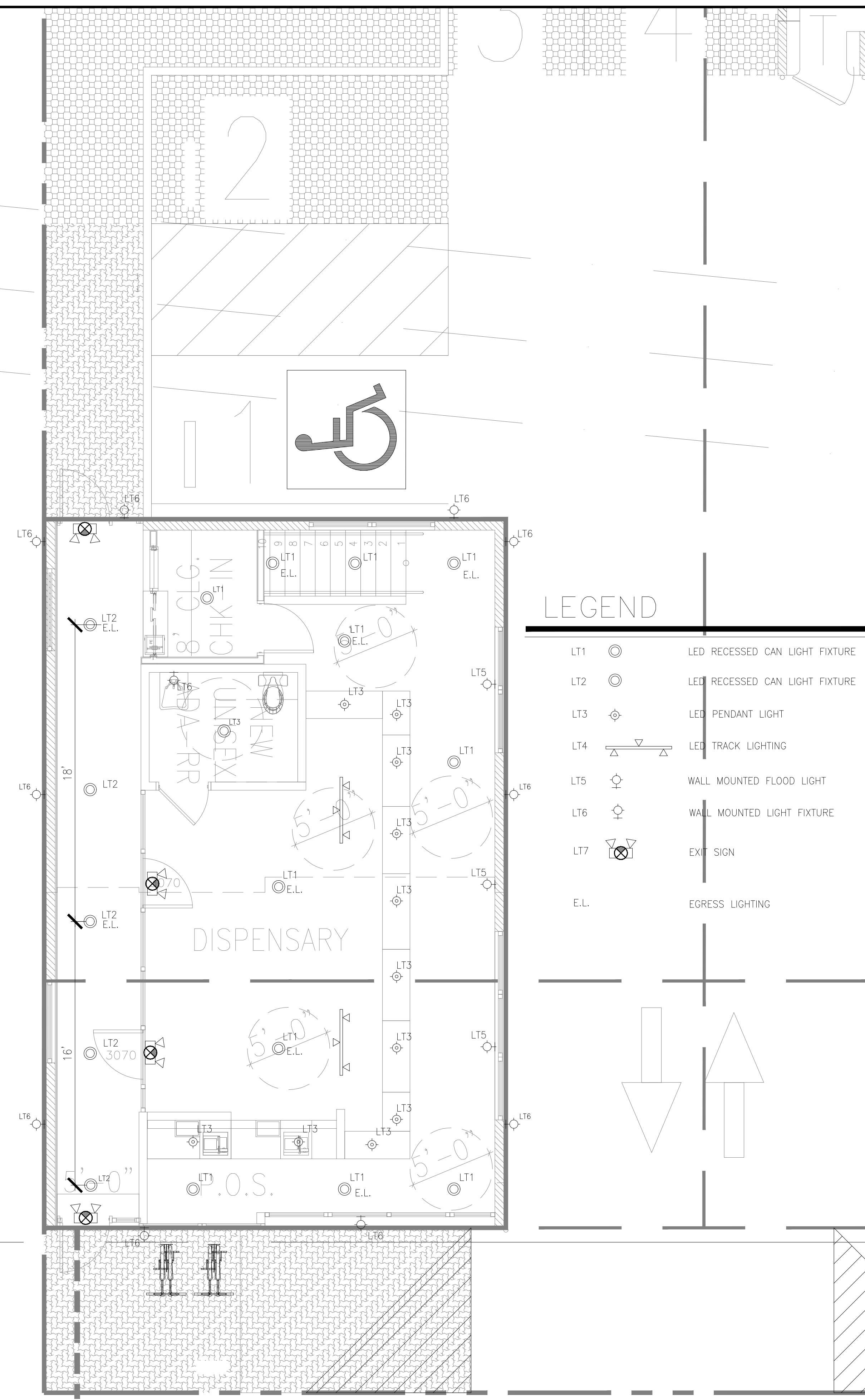
sheet title :
LIGHTING PLAN

issue dates :
 drawn by :
 checked by :
 project no. :
 revisions :
 sheet no.

A3.00



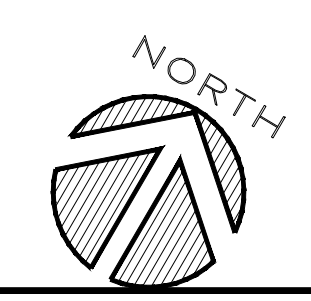
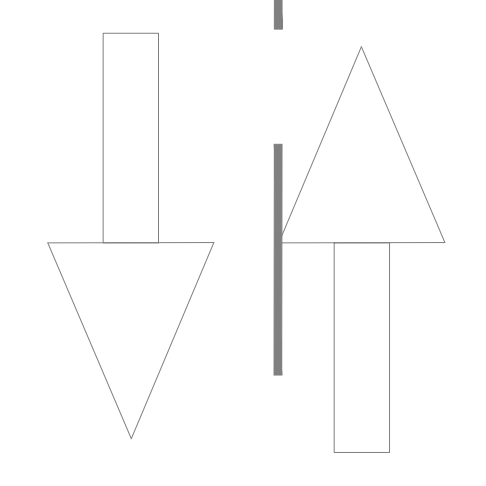
2ND. FLOOR LIGHTING PLAN
 SCALE 1/4" = 1'-0"



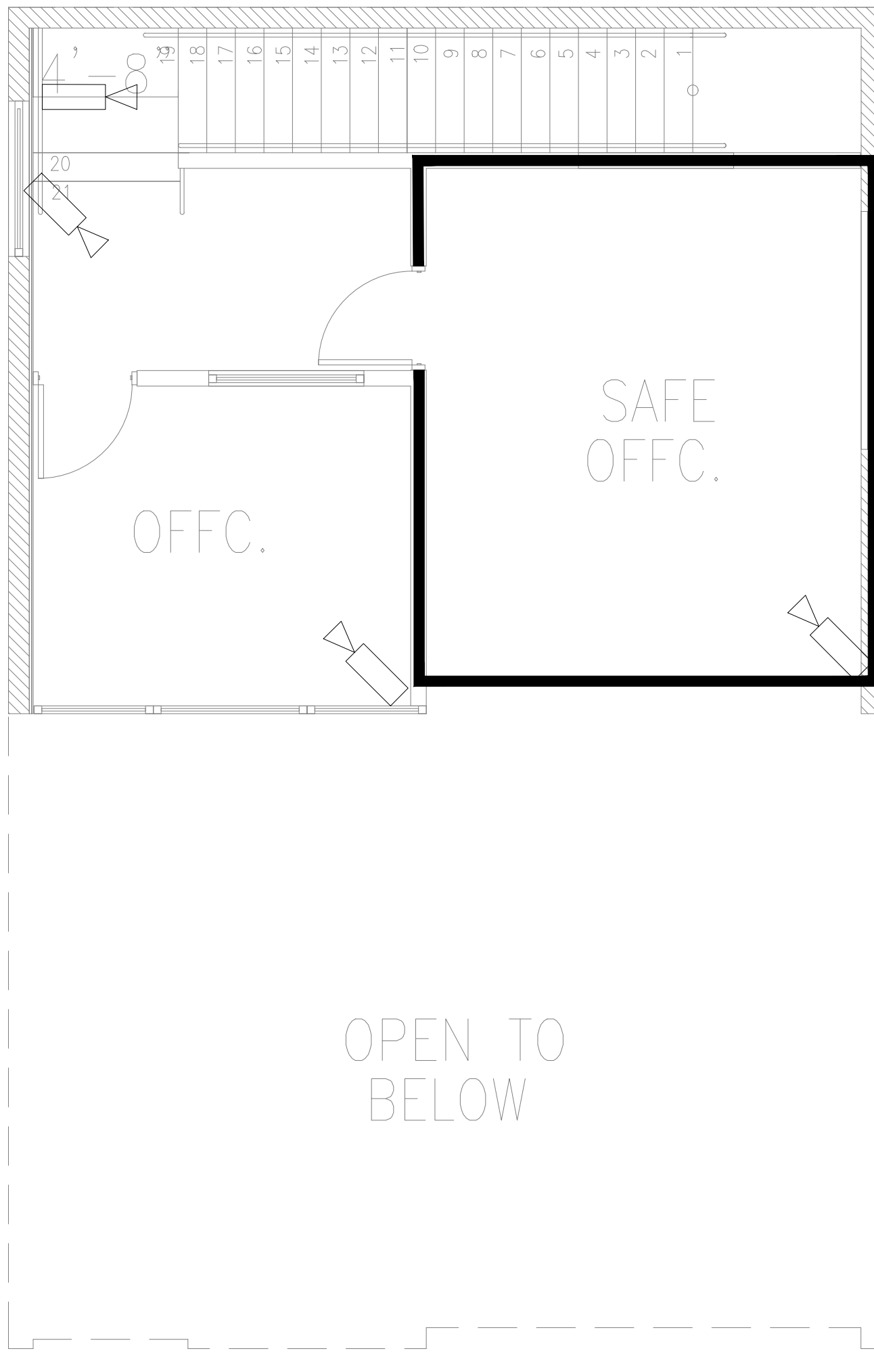
1ST. FLOOR LIGHTING PLAN
 SCALE 1/4" = 1'-0"

LEGEND

LT1	LED RECESSED CAN LIGHT FIXTURE
LT2	LED RECESSED CAN LIGHT FIXTURE
LT3	LED PENDANT LIGHT
LT4	LED TRACK LIGHTING
LT5	WALL MOUNTED FLOOD LIGHT
LT6	WALL MOUNTED LIGHT FIXTURE
LT7	EXIT SIGN
E.L.	EGRESS LIGHTING

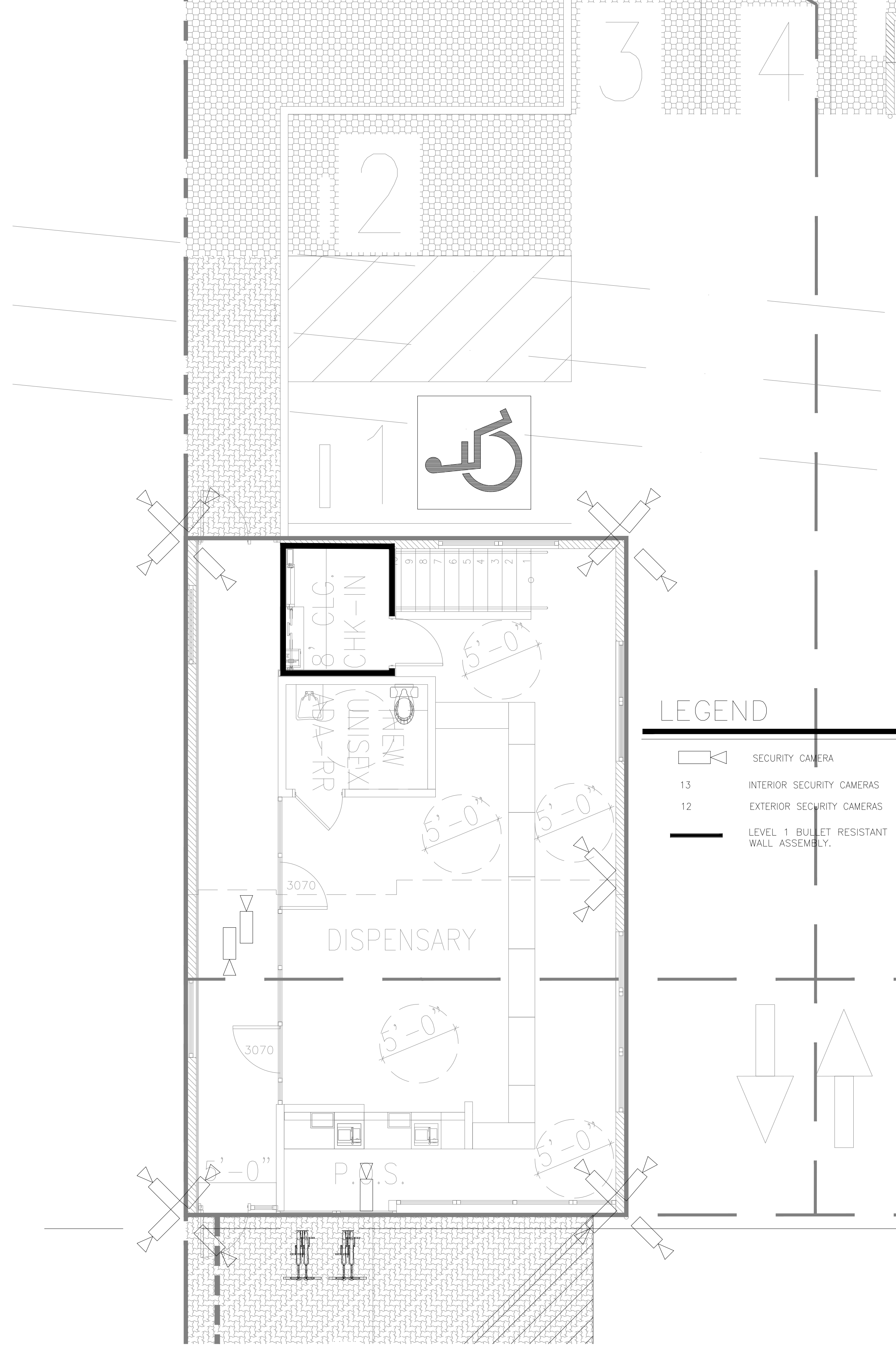


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2ND. FLOOR SECURITY PLAN

SCALE 1/4" = 1'-0"



1ST. FLOOR SECURITY PLAN

SCALE 1/4" = 1'-0"



LEGEND

- SECURITY CAMERA
- 13 INTERIOR SECURITY CAMERAS
- 12 EXTERIOR SECURITY CAMERAS
- LEVEL 1 BULLET RESISTANT WALL ASSEMBLY.

SECURITY PLAN NOTES

- Security Plan Proposed
- Security Plan Notes
1. Refer to condition use permit conditions for additional information.
 2. All exterior windows shall be provided with 1" laminated glass min.
 3. All exterior doors shall be bullet resistant.15.
 4. Check in / Reception area shall be LEVEL 1 Bullet resistant, including windows, from floor to ceiling. Ceiling @ 8' at this area.
 5. Safe room area shall be LEVEL 1 Bullet resistant, including windows, from floor to ceiling. Ceiling @ 8' at this area. All windows are above 8' at safe area.

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 FEDERAL BLDV.
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sheet title :
SECURITY PLAN

issue dates :
 drawn by :
 checked by :
 project no. :
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 sheet no.

A4.00

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ELEVATION NOTES

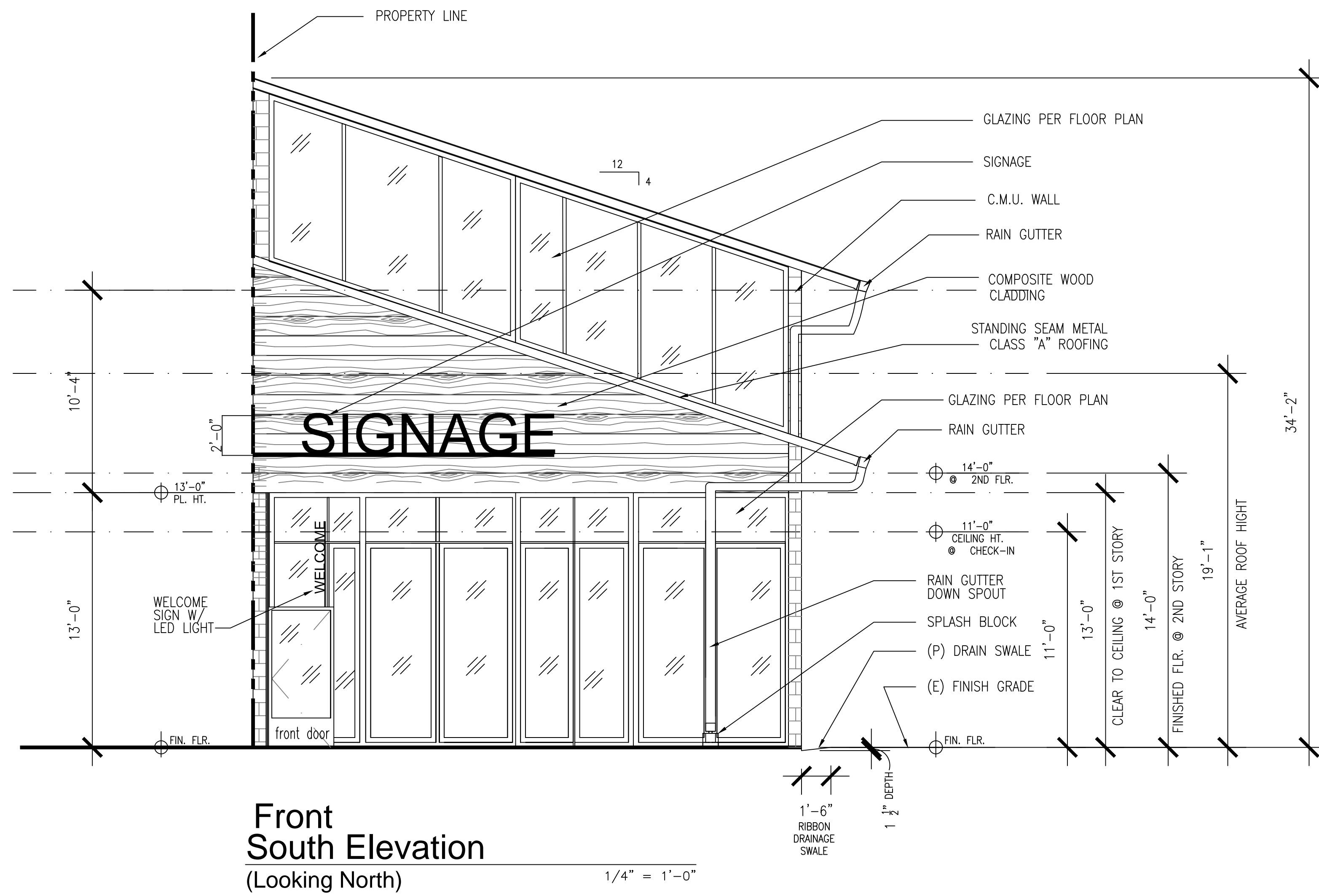
Exterior Elevation Proposed
 A. Elevation lines shown are from top of slab (TOSL) or Top of Structural Sheathing/ Diaphragm (TOSS).
 B. See sheet A6.00 for Building Sections
 C. See specifications for additional requirements and/or materials.
 D. Window and door height: see Exterior elevations
 E. Proposition D'Notes:
 a. The highest point of the roof, equipment, or any vent, pipe, antenna or other projection shall not exceed 45 feet above grade.
 b. A pre-construction inspection is required due to the height of the proposed structure being within one foot of the maximum height allowed in the coastal height limit overlay zone (Proposition D). The pre-construction inspection must be scheduled and cleared by the field inspector before any subsequent inspections can be scheduled. Call (858) 581-7111 to schedule the pre-construction inspection. Contact inspection services office at (858) 492-5070, if you have any questions pertaining to the Pre-construction inspection.

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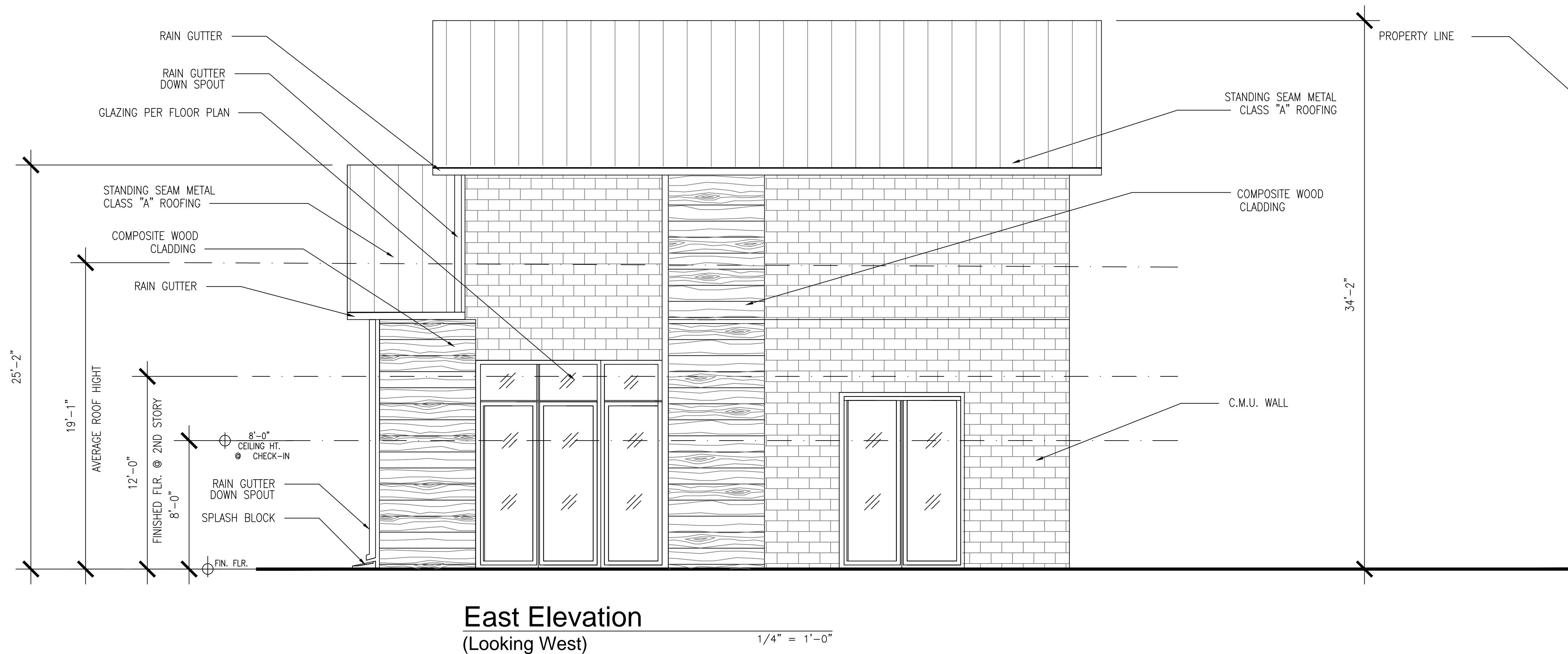
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project title : **FEDERAL BLDG. MARIJUANA OUTLET**

FEDERAL BLDG.
 SAN DIEGO CA. 92114



Front South Elevation
 (Looking North)
 1/4" = 1'-0"



East Elevation
 (Looking West)
 1/4" = 1'-0"

sheet title : **Exterior Elevations**

issue dates : _____
 drawn by : _____
 checked by : _____
 project no. : _____
 revisions : _____
 sheet no. : _____

A5.00

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ELEVATION NOTES

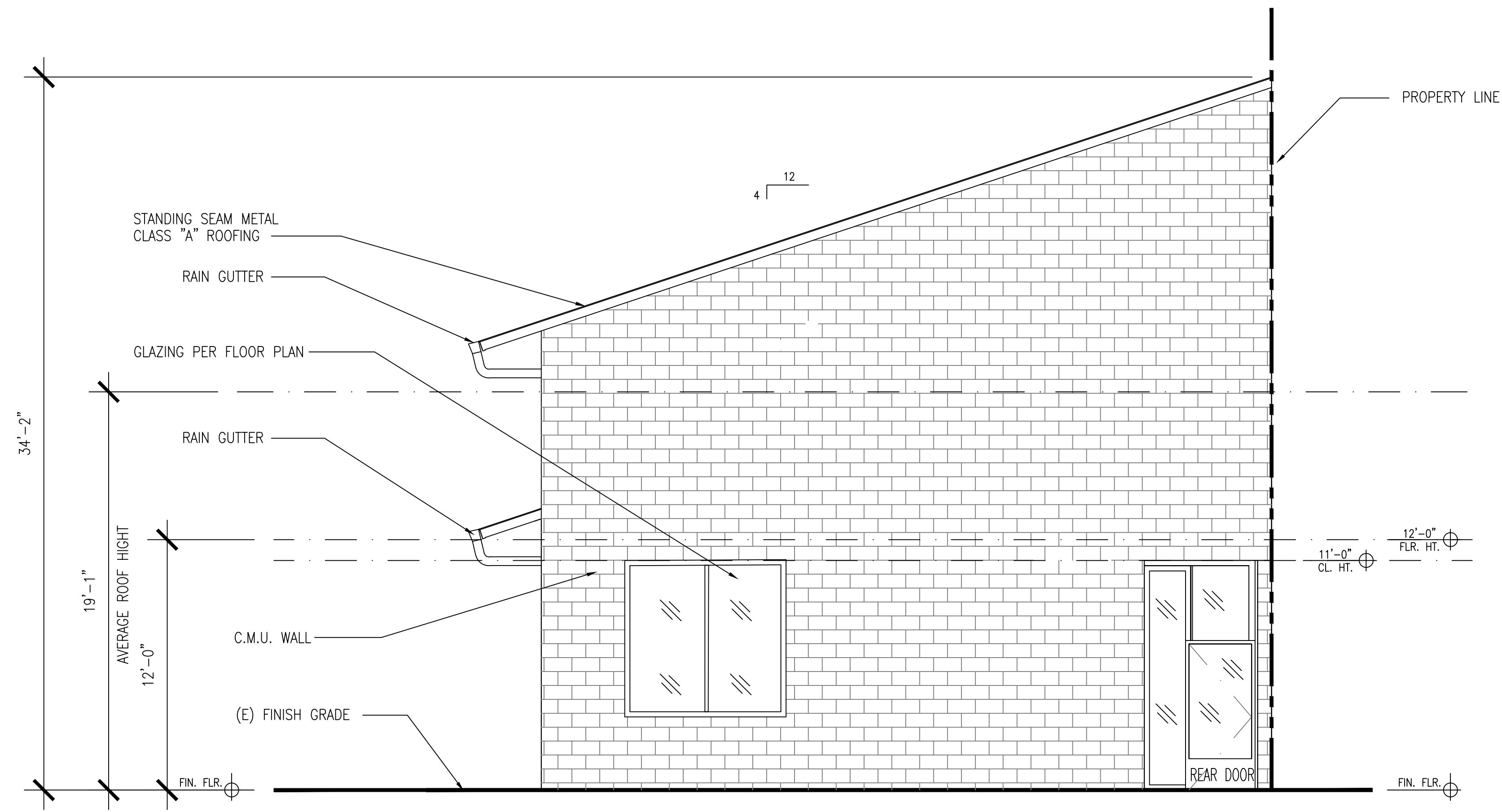
Exterior Elevation Proposed
 A. Elevation lines shown are from top of slab (TOSL) or Top of Structural Sheathing/ Diaphragm (TOSS).
 B. See sheet A6.00 for Building Sections
 C. See specifications for additional requirements and/or materials.
 D. Window and door height: see Exterior elevations
 E. Proposition D'Notes:
 a. The highest point of the roof, equipment, or any vent, pipe, antenna or other projection shall not exceed 45 feet above grade.
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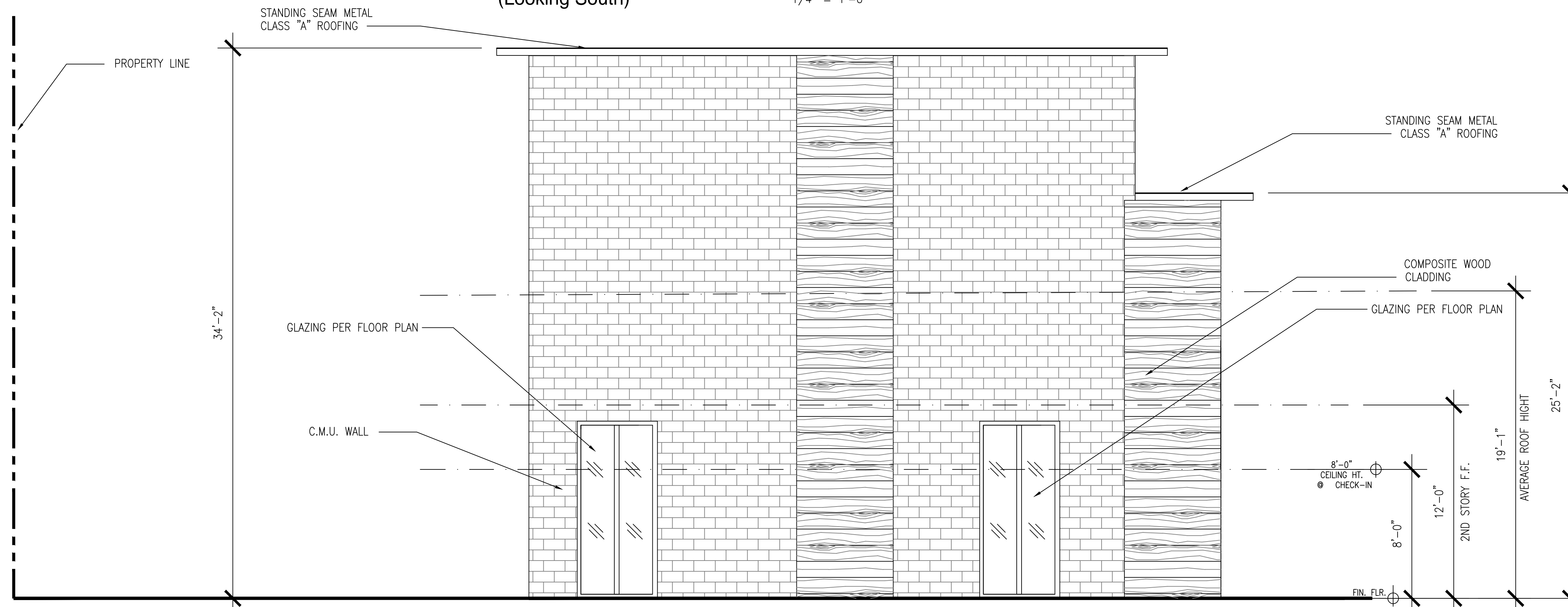
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project title : **FEDERAL BLD. MARIJUANA OUTLET**

FEDERAL BLD.
 SAN DIEGO CA. 92114



Rear North Elevation
 (Looking South)
 TOP FLOOR
 1/4" = 1'-0"



West Elevation
 (Looking East)
 1/4" = 1'-0"

sheet title : **Exterior Elevations**

issue dates :
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 checked by :
 project no. :
 revisions :
 sheet no.

A5.01

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SECTION NOTES

Building Section Proposed
 Section Notes
 A. This building section drawing is schematic in nature and not for construction.
 B. All elevations are based on the Topographic Survey found within this set of drawings.
 C. Refer to Site Plan drawing for additional information.
 (1) D. All structural components such as foundations, wall, etc. are for reference only.

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 MARIJUANA OUTLET**

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sheet title :

**Building
 Sections**

issue dates :

drawn by :

checked by :

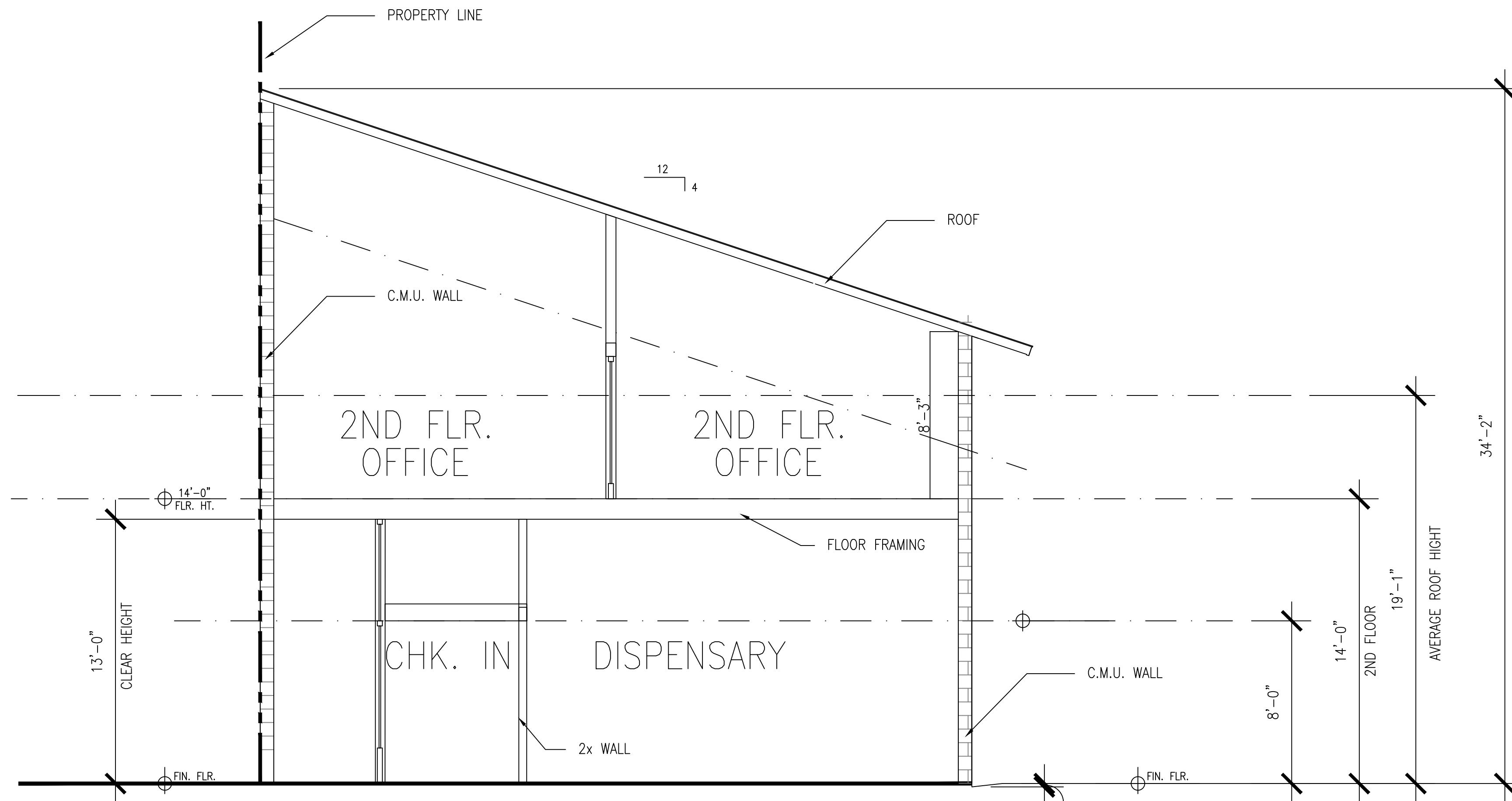
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sheet no.

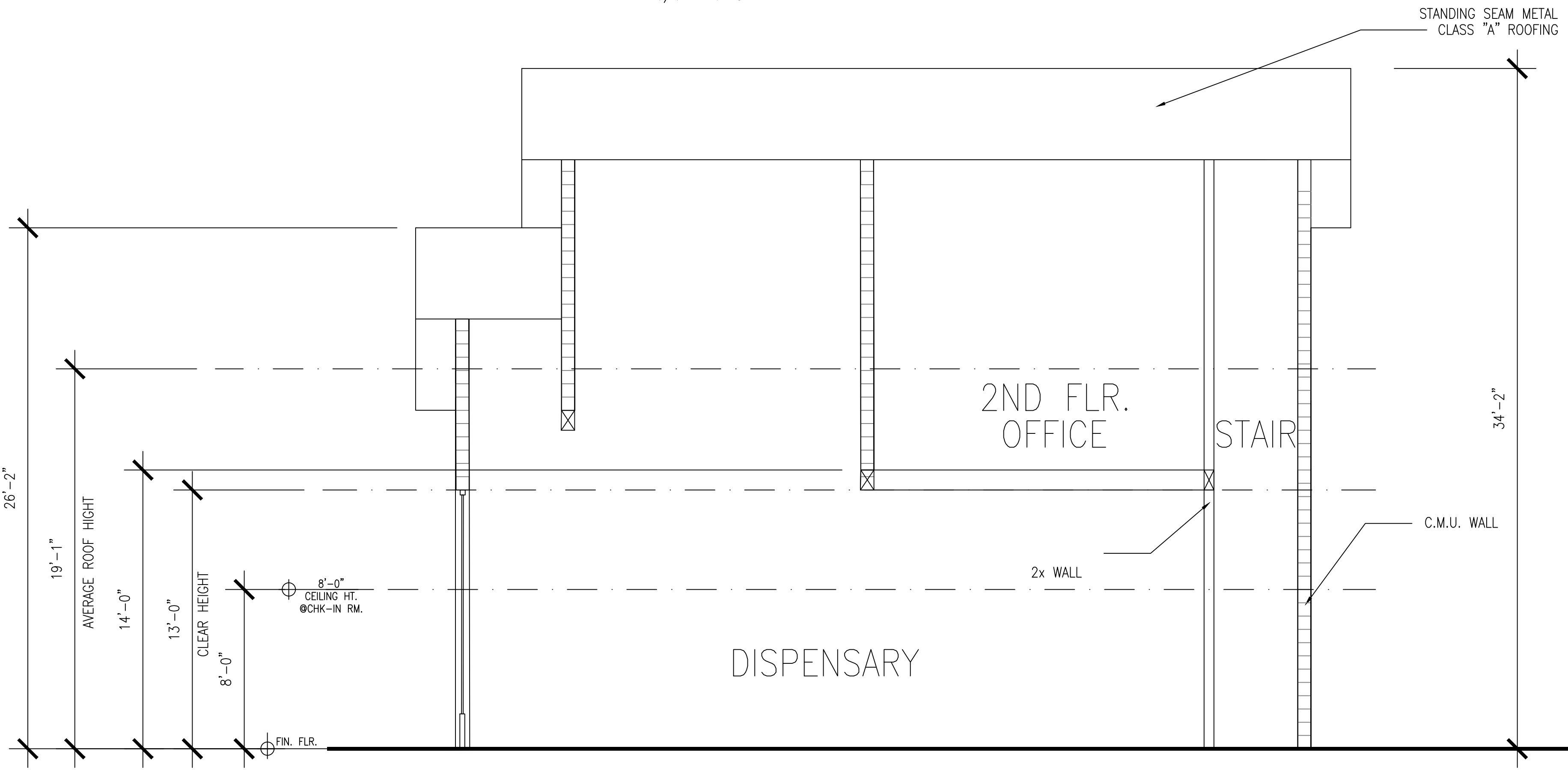
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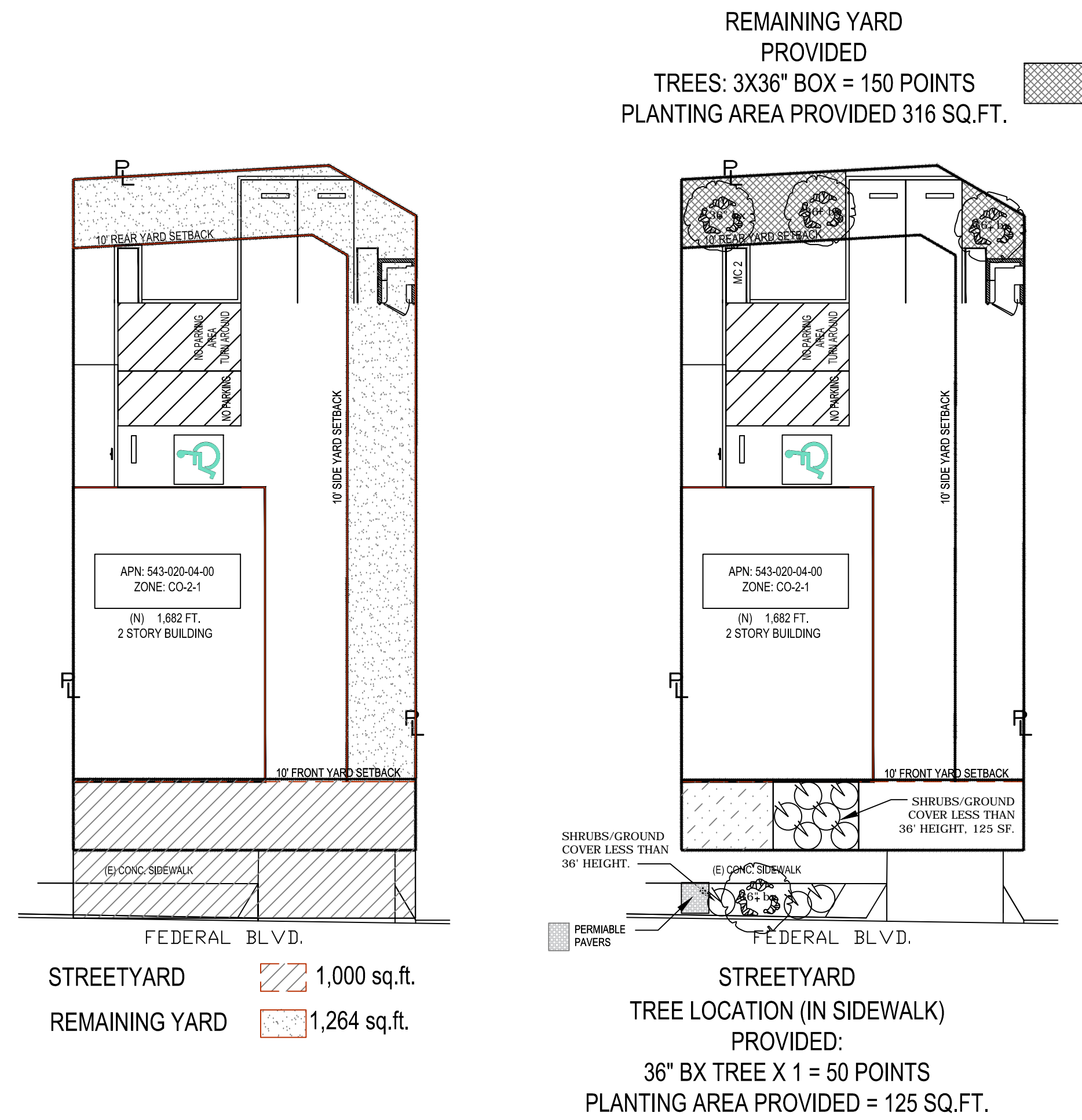
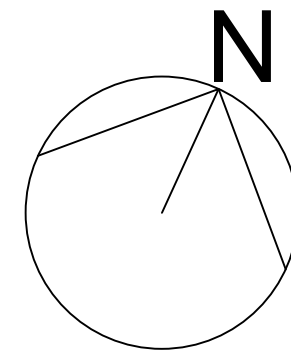
Section A

1/4" = 1'-0"

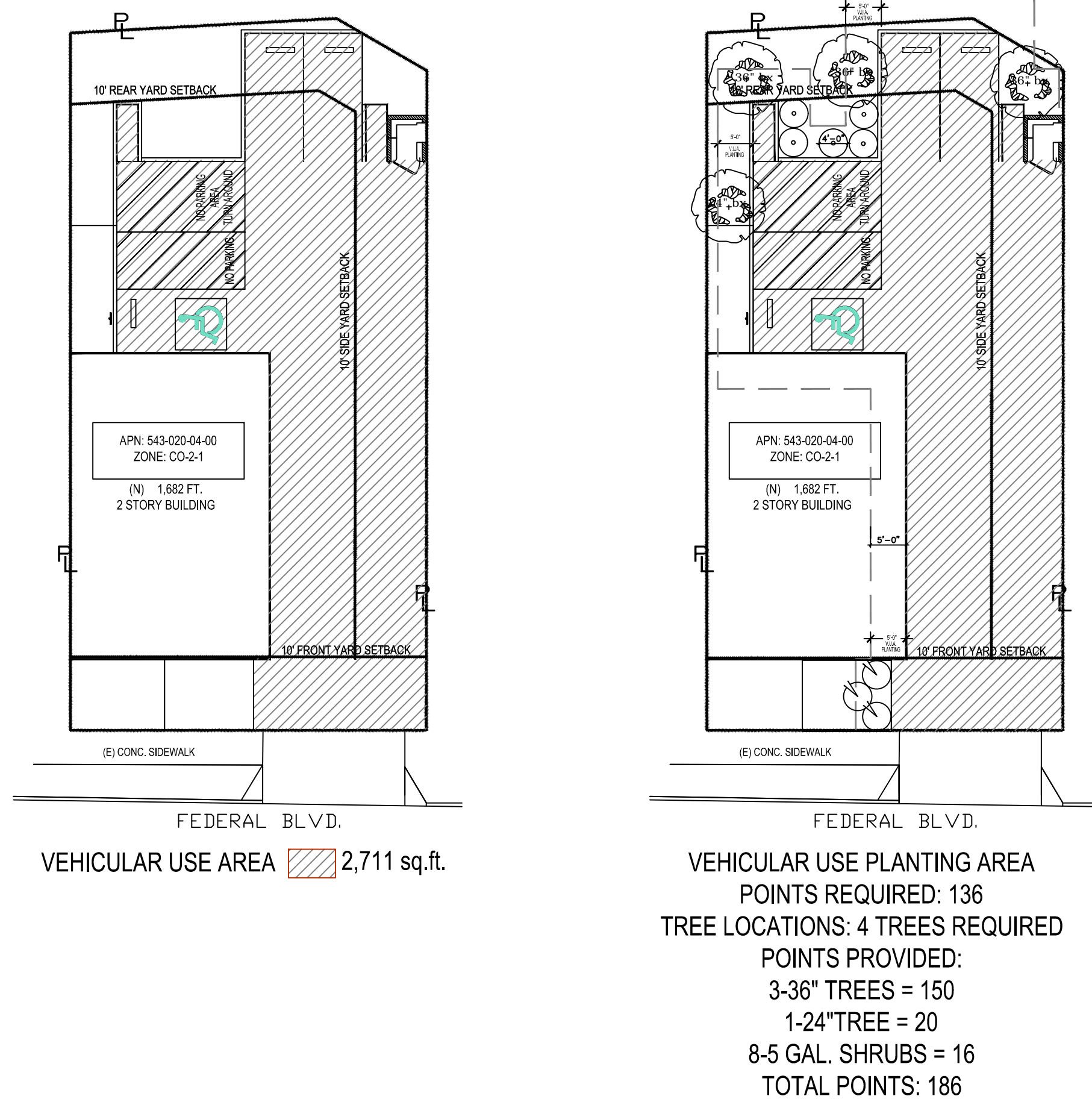


Section B

1/4" = 1'-0"



STREETYARD / REMAINING YARD



VEHICULAR USE AREA

DESIGN STATEMENT:

THE PROPOSED LANDSCAPE DESIGN CHARACTERIZES PLANT MATERIAL BENEFITTING FROM COASTAL SAN DIEGO MEDITERRANEAN CLIMATE ZONE, THAT DEMONSTRATES RELATIVELY STABLE TEMPERATURES AND INFREQUENT FROST IMPACTS. THE CHARACTER OF THE PROPOSED PLANTS ARE DROUGHT TOLERANT, BROADLEAF EVERGREEN DISPLAYING COLORFUL BURSTS OF FLOWERS AT VARYING TIMES OF YEAR. ALL PLANTS HAVE LOW IRRIGATION REQUIREMENTS ONCE ESTABLISHED AND JACARANDA TREE HAS MODERATE IRRIGATION REQUIREMENTS ONCE ESTABLISHED (SEE WUCOLS LIST).

GENERAL NOTES

1. AN AUTOMATIC, ELECTRICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED PER THE CITY OF SAN DIEGO LDC 142.0403 (c) FOR PROPER IRRIGATION, DEVELOPMENT AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED; IN-LINE DRIP EMITTER TYPE IRRIGATION (TREES SHRUBS) IS PROPOSED FOR ALL AREAS REQUIRING IRRIGATION.
2. ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED IN FREE OF DEBRIS AND LITTER AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE PERMIT.
3. ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE STANDARDS OF THE CITY WIDE LANDSCAPE REGULATIONS AND THE CITY OF SAN DIEGO LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS AND ALL OTHER LANDSCAPE RELATED CITY AND REGIONAL STANDARDS.
4. A MINIMUM ROOT ZONE OF 40 SQUARE FEET IN AREA SHALL BE PROVIDED FOR ALL TREES. THE MINIMUM DIMENSION FOR THIS AREA SHALL BE 5 FEET, PER THE SDMC 142.0403 (b) (5).
5. TREES SHALL BE MAINTAINED SO THAT ALL BRANCHES OVER PEDESTRIAN WALKWAYS ARE 6 FEET ABOVE THE WALKWAY GRADE AND BRANCHES OVER VEHICULAR TRAVEL WAYS ARE 16 FEET ABOVE THE TRAVEL WAY PER THE SDMC 142.0403 (b) (10).
6. IF ANY REQUIRED LANDSCAPE INDICATED ON THE APPROVED CONSTRUCTION DOCUMENT PLANS IS DAMAGED OR REMOVED DURING DEMOLITION OR CONSTRUCTION, IT SHALL BE REPAIRED AND/OR REPLACED IN KIND AND EQUIVALENT SIZE PER THE APPROVED DOCUMENTS TO THE SATISFACTION OF THE DEVELOPMENT SERVICES DEPARTMENT WITHIN 30 DAYS OF DAMAGE.

AREAS PLAN
LANDSCAPE CALCULATIONS

G.O.
DESIGNS

STEVE@GODS360.COM

Project:
COMMERCIAL DEVELOPMENT
6230 Federal Blvd.,
San Diego, CA 92114

L1

Scale: 1/16" = 1'-0"
Date: 03/06/18

REV 3: 07/10/18

City of San Diego
Development Services
1222 First Ave., MS-501
San Diego, CA 92101-4154
(619) 445-5000

Landscape Calculations Worksheet
Industrial Development in RM and C Zones
Commercial Development in All Zones

Provide the following information on the Landscape Plans. The Landscape Calculations determine the planting area and points required by the Landscape Regulations, Chapter 14, Article 2, Division 4 of the Land Development Code.

STREET YARD

Industrial and Commercial Development (except Auto Service Stations; see below):

Planting Area Required [142.0404]	Planting Area Provided	Excess Area Provided
Total Area 1,000 sq. ft. x 25% = 250 sq. ft.	+40 SF hardscape 210 sq. ft.	0 sq. ft.

Planting Points Required [142.0404]	Plant Points Provided - To be achieved with trees only	Excess Points Provided
Total Area 1,000 sq. ft. x 0.05 = 50 points	68 points	18 points

Auto Service Stations Only

Planting Area Required [142.0405(c)(2)]	Planting Area Provided	Excess Area Provided
Total Area sq. ft. x 15% = sq. ft.	sq. ft.	sq. ft.

Plant Points Required [142.0405(c)(2)]	Plant Points Provided	Excess Points Provided
Total Area sq. ft. x 0.03 = points	points	points

REMAINING YARD

Planting Area Required [142.0404]	Planting Area Provided	Excess Area Provided
Total Area 1,264 sq. ft. x 30% = 379 sq. ft.	318 sq. ft.	-63 sq. ft.

Plant Points Required [142.0404]	Plant Points Provided	Excess Points Provided
Total Area 1,264 sq. ft. x 0.05 = 63.2 points	150 points	86 points

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DS-4 (03-06)

POINTS ACHIEVED BY UTILIZING §142.0405(a)(3)

City of San Diego
Development Services
1222 First Ave., MS-501
San Diego, CA 92101-4154
(619) 445-5000

Landscape Calculations Worksheet
Vehicular Use Areas (VUA)

Provide the following information on the Landscape Plans. The Landscape Calculations determine the planting area and points required by the Landscape Regulations, Chapter 14, Article 2, Division 4 of the Land Development Code.

One tree (minimum 24-inch box size) is required within 30 ft. of each parking space. (If palm trees are used, one palm (minimum 8 ft. brown trunk height) is required within 15 ft. of each parking space.)

VEHICULAR USE AREA (<6,000 sf) [142.0406 - 142.0407]

Planting Area Required: provide 40 sq. ft. per tree (with no dimension less than 5')

Plant Points Required	Plant Points Provided	Excess Points Provided
Total VUA: 2,711 sq. ft. x 0.05 = 136 points	186 points	50 points

Points achieved through trees (at least half): 170 points

VEHICULAR USE AREA (≥6,000 sf) [142.0406 - 142.0407]

Required Planting Area	Planting Area Provided	Excess Area Provided
VUA inside Street Yard: sq. ft. x 0.05 = sq. ft.	sq. ft.	sq. ft.
VUA outside Street Yard: sq. ft. x 0.03 = sq. ft.	sq. ft.	sq. ft.

Required Plant Points	Plant Points Provided	Points Provided with Trees (at least half)
VUA inside Street Yard: sq. ft. x 0.05 = points	points	points
VUA outside Street Yard: sq. ft. x 0.03 = points	points	points

TEMPORARY VEHICULAR USE AREA [142.0408]

Required Planting Area	Planting Area Provided
Length of Public Right-of-Way adjacent to VUA: ft. x 3 ft. = sq. ft.	sq. ft.

• Provide planting area between Public Right-of-Way and VUA.
• Plant with evergreen shrubs.
• Shrubs must achieve a minimum height of 30" within 2 years of installation over at least 50% of the required planting area.

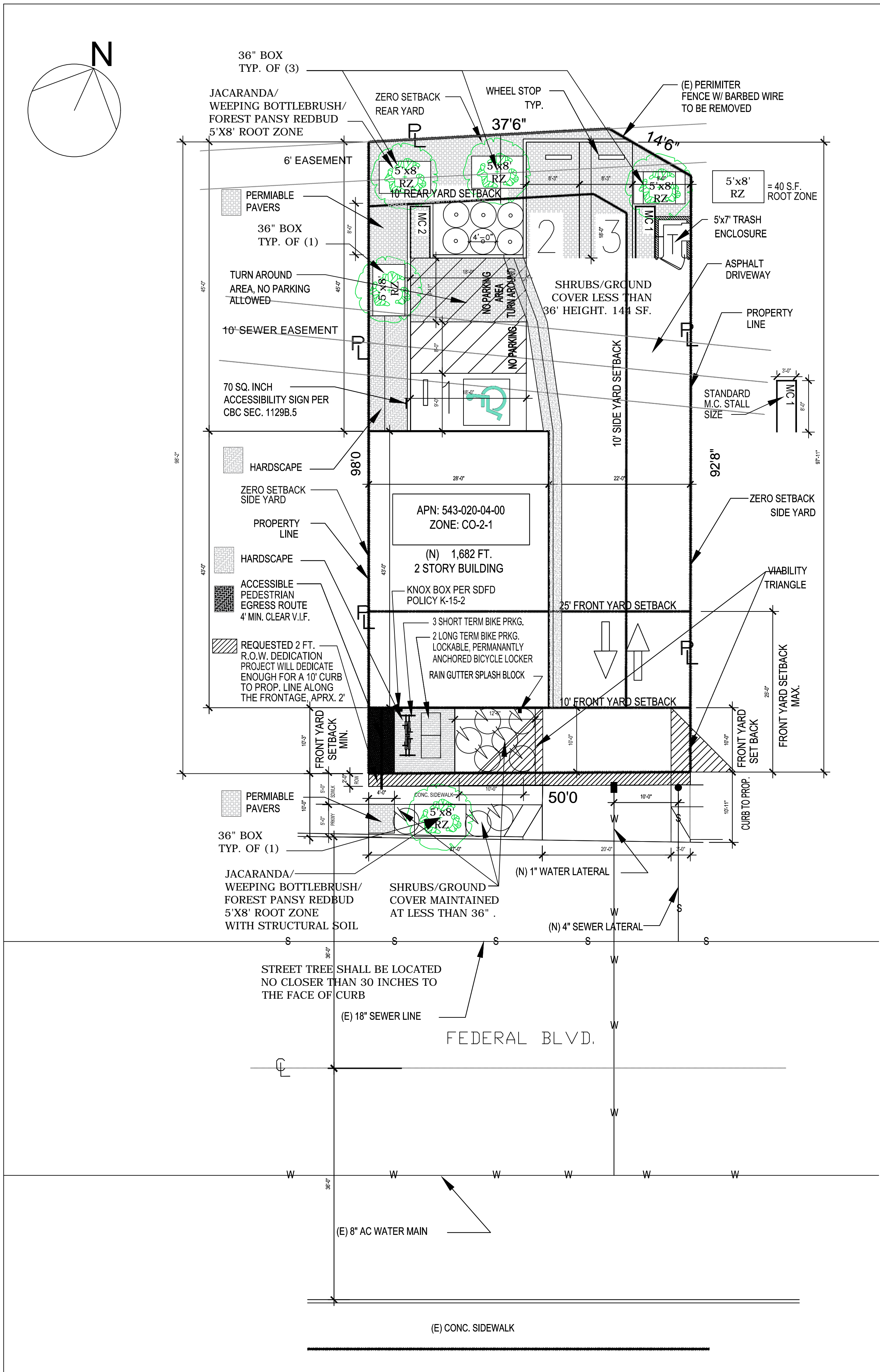
ADDITIONAL YARD PLANTING AREA AND POINT REQUIREMENTS

If any of the requirements of Landscape Regulations, Section 142.0405 (a) 1, 2, or 3 apply to your project, provide a written summary explaining how requirements are being met.

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DS-5 (03-06)



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JACARANDA / JACARANDA MIMOSIFOLIA



WEeping BOTTLEBRUSH / CALLISTEMON VIMINALIS



FOREST PANSY REDBUD / CERCIS CANADENSIS



BLUE-EYED GRASS / SISYRINCHIUM BELLUM



CANYON LIVE-FOREVER / DUDLEYA CYMOsa



ROSEMARY / ROSMARINUS OFFICINALIS



CLEVELAND SAGE / SALVIA CLEVELANDII

All required planting areas and all exposed soil areas without vegetation shall be covered with mulch to a minimum depth of 3 inches, excluding slopes requiring revegetation per SDMC 142.0411."

NO TREES OR SHRUBS WHOSE HEIGHT WILL BE 3' MATURITY SHALL BE INSTALLED OR RETAINED WITHIN 5' OF ANY PUBLICLY MAINTAINED WATER FACILITY OR WITHIN 10' OF ANY PUBLICLY MAINTAINED SEWER FACILITY.

Irrigation: An automatic, electrically controlled irrigation system shall be provided as required by LDC 142.0403(c) for proper irrigation, development, and maintenance of the vegetation in a healthy, disease-resistant condition. The design of the system shall provide adequate support for the vegetation selected.

Maintenance: All required landscape areas shall be maintained by property owner. Landscape and irrigation areas in the public right-of-way shall be maintained by property owner. The landscape areas shall be maintained free of debris and litter, and all plant material shall be maintained in a healthy growing condition. Diseased or dead plant material shall be satisfactorily treated or replaced per the conditions of the permit.

1. MINIMUM TREE SEPARATION DISTANCE
2. Traffic signals / stop signs - 20 feet
3. Underground utility lines - 5 feet (10' for sewer)
4. Above ground utility structures - 10 feet
5. Driveway (entries) - 10 feet
6. Intersections (intersecting curb lines of two streets) - 25 feet

SYMBOL	COMMON NAME	BOTANICAL NAME	WUCOLS WATER REQ	QTY	SIZE	POINTS PER PLANT	TOTAL POTENTIAL POINTS
OPTION 1							
	JACARANDA	JACARANDA MIMOSIFOLIA	M	4	36" BX	50	200
	JACARANDA	JACARANDA MIMOSIFOLIA	M	1	24" BX	20	20
TOTAL POINTS (PROVIDED BY TREES)							220
OPTION 2							
	WEeping BOTTLEBRUSH	CALLISTEMON VIMINALIS	L	4	36" BX	50	200
	WEeping BOTTLEBRUSH	CALLISTEMON VIMINALIS	L	1	24" BX	20	20
TOTAL POINTS (PROVIDED BY TREES)							220
OPTION 3							
	FOREST PANSY REDBUD	CERCIS CANADENSIS	M	4	36" BX	50	200
	FOREST PANSY REDBUD	CERCIS CANADENSIS	M	1	24" BX	20	20
TOTAL POINTS (PROVIDED BY TREES)							220

SYMBOL	COMMON NAME	BOTANICAL NAME	WUCOLS WATER REQ	QTY	SIZE	POINTS PER PLANT	TOTAL POTENTIAL POINTS
SHRUBS/GROUND COVER							
	CLEVELAND SAGE (OPTION 1)	SALVIA CLEVELANDII	L	9	5 GAL.	2	18
	CANYON LIVE-FOREVER (OPTION 2)	DUDLEYA CYMOsa	L	9	5 GAL.	2	18
	BLUE-EYED GRASS (OPTION 1)	SISYRINCHIUM BELLUM	L	9	5 GAL.	2	18
TOTAL POSSIBLE POINTS (PROVIDED BY SHRUBS)							18
	CLEVELAND SAGE (OPTION 1)	SALVIA CLEVELANDII	L	5	5 GAL.	2	10
	ROSEMARY (OPTION 2)	ROSMARINUS OFFICINALIS	L	5	5 GAL.	2	10
TOTAL POSSIBLE POINTS (PROVIDED BY SHRUBS)							10

WATER BUDGET REQUIREMENTS:
 40 SQ.FT. / TREE
 TOTAL TREES = 5
 TREE LANDSCAPE AREA = 200 sq.ft.
 PARKWAY LANDSCAPE AREA MINUS TREE= 49 sq.ft.
 STREET YARD LANDSCAPE AREA = 125 sq.ft.
 V.U.A. LANDSCAPE AREA MINUS TREES= 119 sq.ft.
 WATER BUDGET REQUIRED FOR LANDSCAPE AREA LARGER THAN 500 sq.ft.

PLANTING PLAN

G.O. DESIGNS
 STEVEREID360@GMAIL.COM

Project: COMMERCIAL DEVELOPMENT
 6230 Federal Blvd.,
 San Diego, CA 92114

L2

Scale: 1" = 10'
 Date: 03/06/18

REV4: 07/17/18

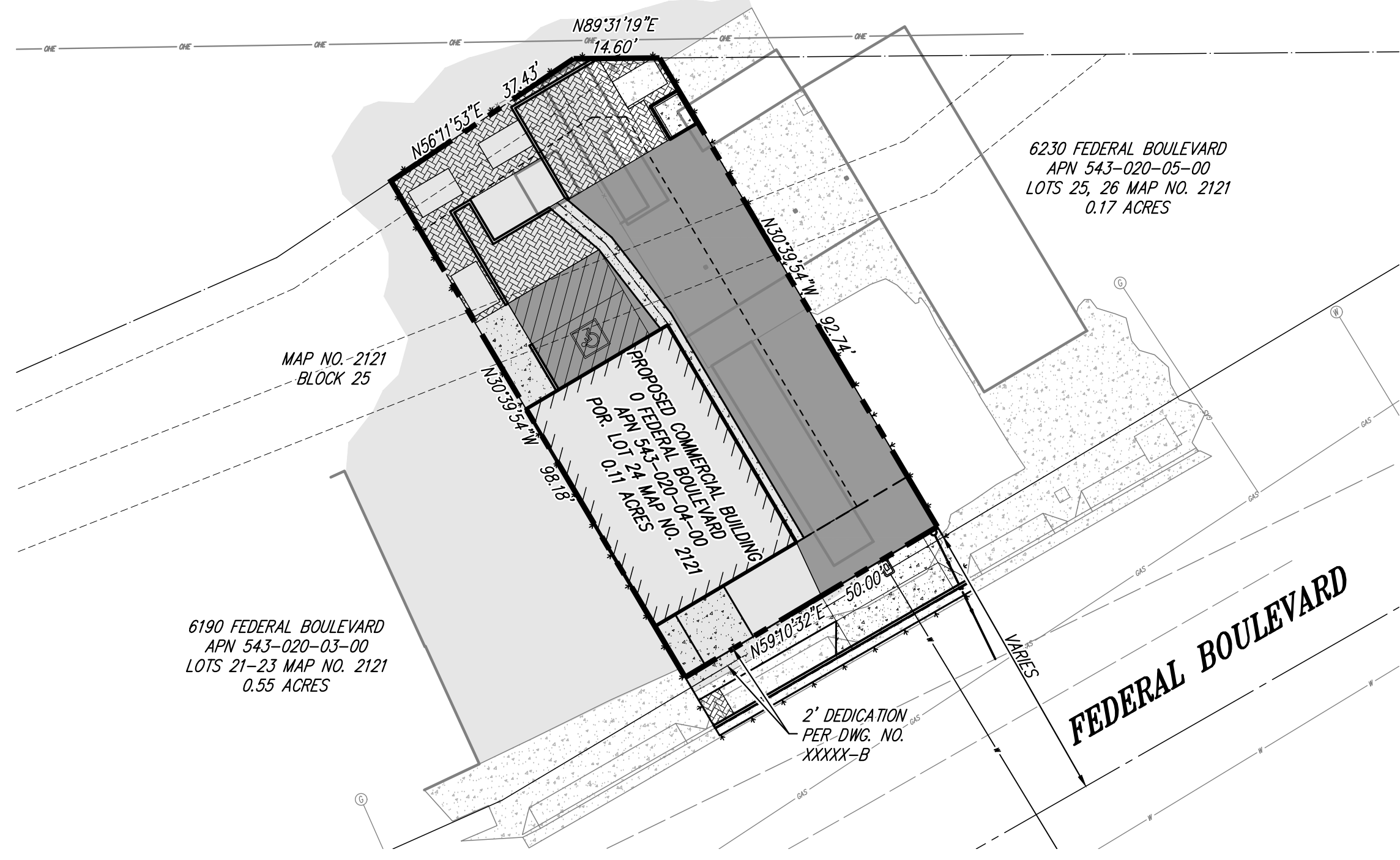
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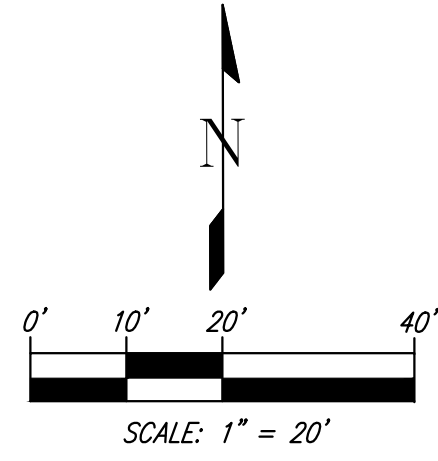
GENERAL NOTES

- 1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A PERMIT HAS BEEN ISSUED.
2. UPON ISSUANCE OF A PERMIT, NO WORK WILL BE PERMITTED ON WEEKENDS OR HOLIDAYS UNLESS APPROVED BY TRAFFIC CONTROL PERMIT FROM THE DEVELOPMENT SERVICES DEPARTMENT.
3. THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF SAN DIEGO DOES NOT AUTHORIZE THE PERMIT HOLDER OR OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
4. IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE (800) 422-4133, TWO DAYS BEFORE YOU DIG.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR POTHOLING AND LOCATING ALL EXISTING UTILITIES THAT CROSS THE PROPOSED TRENCH LINE WHILE MAINTAINING A 1 FOOT VERTICAL CLEARANCE.
6. "PUBLIC IMPROVEMENT SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, CONTRACTOR SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT ISSUING AUTHORITY.
7. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS REQUIRED BY THE RESIDENT ENGINEER.
8. CONTRACTOR SHALL REPLACE OR REPAIR ALL TRAFFIC SIGNAL LOOPS, CONDUITS, AND LANE STRIPPING DAMAGED DURING CONSTRUCTION.
9. PRIOR TO SITE DISTURBANCE, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRECONSTRUCTION MEETING WITH THE CITY OF SAN DIEGO, CONSTRUCTION MANAGEMENT AND FIELD ENGINEERING DIVISION (858) 627-3200.
10. CONTRACTOR SHALL ONLY PERFORM SITE SURVEY AND UTILITY MARK OUT SERVICES PRIOR TO THE PRECONSTRUCTION MEETING.
11. CONTRACTOR SHALL IMPLEMENT AN EROSION CONTROL PROGRAM DURING THE PROJECT CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD.
12. CONTRACTOR SHALL HAVE EMERGENCY MATERIAL AND EQUIPMENT ON HAND FOR UNFORESEEN SITUATIONS, SUCH AS DAMAGE TO UNDERGROUND WATER, SEWER, AND STORM DRAIN FACILITIES WHERE FLOW MAY GENERATE EROSION AND SEDIMENT POLLUTION.
13. AN AS-GRADED GEOTECHNICAL REPORT AND SET OF THE REDLINE "AS-BUILT" GRADING PLANS SHALL BE SUBMITTED TO AREA 3 ON THE THIRD FLOOR OF DEVELOPMENT SERVICES WITHIN 30 CALENDAR DAYS OF THE COMPLETION OF GRADING. AN ADDITIONAL SET SHALL BE PROVIDED TO THE RESIDENT ENGINEER OF THE CONSTRUCTION MANAGEMENT & FIELD SERVICES DIVISION AT 9573 CHESAPEAKE DRIVE, SAN DIEGO, CA 92123.
14. "AS-BUILT" DRAWINGS MUST BE SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO ACCEPTANCE OF THIS PROJECT BY THE CITY OF SAN DIEGO.
15. MANHOLES AND PULL BOX COVER SHALL BE LABELED WITH NAME OF COMPANY.
16. CONTRACTOR SHALL PROVIDE RED-LINES DRAWINGS IN ACCORDANCE WITH 2-5.4, "RED-LINES AND RECORD DOCUMENTS."
17. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 1 FOOT VERTICAL SEPARATION TO ALL UTILITIES UNLESS OTHERWISE SPECIFIED ON THE PLANS.
18. CONTRACTOR SHALL REMOVE AND REPLACE ALL UTILITY BOXES SERVING AS HANDHOLES THAT ARE NOT IN "AS-NEW" CONDITION IN PROPOSED SIDEWALK, DAMAGED BOXES, OR THOSE THAT ARE NOT IN COMPLIANCE WITH CURRENT CODE SHALL BE REMOVED AND REPLACED WITH NEW BOXES, INCLUDING WATER, SEWER, TRAFFIC SIGNALS, STREET LIGHTS, DRY UTILITIES-SDG&E, COX, ETC. ALL NEW METAL LIDS SHALL BE SLIP RESISTANT AND INSTALLED FLUSH WITH PROPOSED SIDEWALK GRADE. IF A SLIP RESISTANT METAL LID IS NOT COMMERCIOALLY AVAILABLE FOR THAT USE, NEW BOXES AND LIDS SHALL BE INSTALLED.
19. THE AREA WHICH IS DEFINED AS A NON GRADING AREA AND WHICH IS NOT TO BE DISTURBED SHALL BE STAKED PRIOR TO START OF THE WORK. THE PERMIT APPLICANT AND ALL OF THEIR REPRESENTATIVES OR CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS FOR PROTECTION OF THIS AREA AS REQUIRED BY ANY APPLICABLE AGENCY. ISSUANCE OF THE CITY'S GRADING PERMIT SHALL NOT RELIEVE THE APPLICANT OR ANY OF THEIR REPRESENTATIVES OR CONTRACTORS FROM COMPLYING WITH ANY STATE OR FEDERAL REQUIREMENTS BY AGENCIES INCLUDING BUT NOT LIMITED TO CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, CALIFORNIA DEPARTMENT OF FISH AND GAME, COMPLIANCE MAY INCLUDE OBTAINING PERMITS, OTHER AUTHORIZATIONS, OR COMPLIANCE WITH MANDATES BY ANY APPLICABLE STATE OR FEDERAL AGENCY.
20. PRIOR TO CONSTRUCTION, SURVEY MONUMENTS (HORIZONTAL AND VERTICAL) THAT ARE LOCATED IN THE CONSTRUCTION AREA SHALL BE TIED-OUT AND REFERENCED BY A LAND SURVEYOR.
21. UPON COMPLETION OF CONSTRUCTION, ALL DESTROYED SURVEY MONUMENTS ARE REQUIRED TO BE REPLACED, AND A CORNER RECORD OR RECORD OF SURVEY SHALL BE PREPARED AND FILED WITH THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYOR ACT, SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.
22. MONUMENT PRESERVATION CERTIFICATION
THE PERMITEE SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ALL SURVEY MONUMENTS DESTROYED BY CONSTRUCTION. IF A VERTICAL CONTROL MONUMENT IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. PRIOR TO PERMIT ISSUANCE THE PROFESSIONAL LAND SURVEYOR OR CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING WILL BE RESPONSIBLE FOR MONUMENT PRESERVATION AND SHALL PROVIDE A CORNER RECORD OR RECORD OF SURVEY TO THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, IF APPLICABLE.
[] NO SURVEY MONUMENTS EXIST NEAR THE AREA OF CONSTRUCTION
[] SURVEY MONUMENTS EXISTING IN OR NEAR CONSTRUCTION WILL BE PROTECTED IN PLACE
[] PRECONSTRUCTION CORNER RECORD FOR SURVEY MONUMENTS TO BE DESTROYED DURING CONSTRUCTION CORNER RECORD # _____ OR RECORD OF SURVEY # _____
[] POST CONSTRUCTION CORNER RECORD FOR SURVEY MONUMENTS DESTROYED DURING CONSTRUCTION AND REPLACED AFTER CONSTRUCTION. CORNER RECORD # _____ OR RECORD OF SURVEY # _____

PRELIMINARY GRADING PLAN FOR: 0 FEDERAL BOULEVARD, SAN DIEGO, CA



KEY MAP SCALE: 1" = 20'



OWNER/APPLICANT

AARON MACAGANA
3629 MIDWAY DRIVE, SUITE B #133
SAN DIEGO, CA 92110
619-405-0298

REFERENCE DRAWINGS

Table with columns: REFERENCE DRAWING DESCRIPTION, DWG. NO.
SEWER AS-BUILTS: 24914-15-D
WATER AS-BUILTS: 14482-3-D
SURFACE IMPROVEMENT AS-BUILTS: 27999-10-D

BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO GRID NORTH AS DEFINED BY THE CALIFORNIA COORDINATE SYSTEM 1983, ZONE VI AND ARE BASED ON THE OBSERVED LINE FROM POINT #1180 TO POINT #1181, SAID BEARING = 54726'27"W

SITE ADDRESS

0 FEDERAL BOULEVARD, SAN DIEGO, CA 92114

TOPOGRAPHY SOURCE

THE SUBJECT PROJECT FIELD TOPOGRAPHY WAS OBTAINED BY NICHOLAS ROSSI, DATED: MARCH 11, 2018

BENCHMARK

ELEVATIONS ARE REFERENCED TO NGVD29, UTILIZING GEOID12A AND DETERMINED LOCALLY BY CITY OF SAN DIEGO BENCHMARK. BENCHMARK IS A NORTHEAST BRASS PLUG AT THE INTERSECTION OF CHARLENE AND MALLARD. ELEVATION = 382.543

ASSESSORS PARCEL NO.

APN 543-020-04-00, SAN DIEGO COUNTY, CA

LEGAL DESCRIPTION

A PORTION OF LOT 24, BLOCK 25 PER MAP NO. 2121

SHEET INDEX

Table with columns: SHEET No., SHEET TITLE
C.1 TITLE SHEET
C.2 PRELIMINARY GRADING PLAN
C.3 CONSTRUCTION BMP PLAN
C.4 WATER/SEWER NOTES AND STORM WATER FORMS

PRIVATE WATER AND WASTEWATER

THE PRIVATE WATER/SEWER SYSTEM IS DESIGNED IN ACCORDANCE WITH THE CALIFORNIA PLUMBING CODE AND IS SHOWN ON THESE PLANS AS "INFORMATION ONLY". A SEPARATE PLUMBING PERMIT IS REQUIRED FOR CONSTRUCTION AND INSPECTION OF THE SYSTEM.

GRADING QUANTITIES

Table with columns: QUANTITY, UNIT, MAX CUT DEPTH, MAX CUT SLOPE RATIO, MAX FILL DEPTH, MAX FILL SLOPE RATIO
GRADED AREA: 0.11 AC, MAX CUT DEPTH: 1.0'
CUT QUANTITIES: 50 CY, MAX CUT SLOPE RATIO: 2:1
FILL QUANTITIES: 50 CY, MAX FILL DEPTH: 1.0'
IMPORT: 0 CY, MAX FILL SLOPE RATIO: 2:1

THIS PROJECT PROPOSES TO EXPORT 0 CUBIC YARDS OF MATERIAL FROM THIS SITE. ALL EXPORT MATERIAL SHALL BE DISCHARGED TO A LEGAL DISPOSAL SITE. THE APPROVAL OF THIS PROJECT DOES NOT ALLOW PROCESSING AND SALE OF THE MATERIAL. ALL SUCH ACTIVITIES REQUIRE A SEPARATE CONDITIONAL USE PERMIT.

STORMWATER PROTECTION NOTES

- 1. THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO R9-2015-001, AND RISK LEVEL/TYPE: CHECK ONE BELOW
[] WPOP
[] CGP RISK LEVEL 1 CGP LUP TYPE 1
[] CGP RISK LEVEL 2 CGP LUP TYPE 2
[] CGP RISK LEVEL 3 CGP LUP TYPE 3
2. CHECK ONE
[] THIS PROJECT WILL EXCEED THE MAXIMUM DISTURBED AREA LIMIT, THEREFORE A WEATHER TRIGGERED ACTION PLAN (WTAP) IS REQUIRED.
[] THIS PROJECT WILL FOLLOW PHASED GRADING NOT TO EXCEED FIVE (5) ACRES PER PHASE.
[] NOT APPLICABLE
3. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE WPOP OR SWPPP AS APPLICABLE.

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

STANDARD SPECIFICATIONS:

Table with columns: DOCUMENT NO., DESCRIPTION
PW1070116-01 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2015 EDITION
PW1070116-02 CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITEBOOK), 2015 EDITION
PW109816-04 CITYWDE COMPUTER AIDED DESIGN AND DRAFTING (CADD) STANDARDS, 2016 EDITION
PW109816-07 CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2014 EDITION
PW109816-05 CALIFORNIA DEPARTMENT TRANSPORTATION U.S. CUSTOMARY STANDARD SPECIFICATIONS, 2015 EDITION

STANDARD DRAWINGS:

Table with columns: DOCUMENT NO., DESCRIPTION
PW1070116-03 CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, 2016 EDITION
PW1092816-06 CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S. CUSTOMARY STANDARD PLANS, 2015 EDITION

GRADING LEGEND

SEE SHEET No. 2 FOR GRADING LEGEND

PERMIT INFORMATION

ENGINEERING PERMIT NO: N/A
DISCRETIONARY PERMIT NO: N/A
WDD NO: N/A
RETAINING WALL PROJECT NO: N/A
CONSTRUCTION SITE STORM WATER PRIORITY: STANDARD PROJECT

TOTAL DISTURBED AREA

Table with columns: AREA, VALUE
TOTAL SITE DISTURBED AREA = 5,520 SF
EXISTING IMPERVIOUS AREA = 4,520 SF
PROPOSED IMPERVIOUS AREA = 4,354 SF
EXISTING PERVIOUS AREA = 1,000 SF
PROPOSED PERVIOUS AREA = 1,166 SF

LANDSCAPING NOTES

- 1. ALL LANDSCAPING AND IRRIGATION SHALL CONFORM TO THE STANDARDS OF THE CITY-WIDE LANDSCAPE REGULATIONS AND THE CITY OF SAN DIEGO LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS AND ALL OTHER LANDSCAPE RELATED CITY AND REGIONAL STANDARDS
2. MAINTENANCE: ALL REQUIRED LANDSCAPE AREAS IN THE PUBLIC RIGHT-OF-WAY SHALL BE MAINTAINED BY THE CITY OF SAN DIEGO. THE LANDSCAPING AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER, AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DECEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORY TREATED OR REPLACED WITHIN 30 DAYS.

GRADING NOTES

- 1. GRADING AS SHOWN ON THESE PLANS SHALL BE IN CONFORMANCE WITH CURRENT STANDARD SPECIFICATIONS AND CHAPTER 14, ARTICLE 2, DIVISION 1, OF THE SAN DIEGO MUNICIPAL CODE.
2. PLANT AND IRRIGATE ALL CUT AND FILL SLOPES AS REQUIRED BY ARTICLE 2, DIVISION 4, SECTION 142.0411 OF THE SAN DIEGO LAND DEVELOPMENT CODE AND ACCORDING TO SECTION IV OF THE LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS.
3. GRADED, DISTURBED, OR ERODED AREAS THAT WILL NOT BE PERMANENTLY PAVED, COVERED BY STRUCTURE, OR PLANTED FOR A PERIOD OVER 90 DAYS SHALL BE TEMPORARILY RE-VEGETATED WITH A NON-IRRIGATED HYDROSEED MIX, GROUND COVER, OR EQUIVALENT MATERIAL. SEE SHEET C.3 FOR MIX AND SPECIFICATIONS.

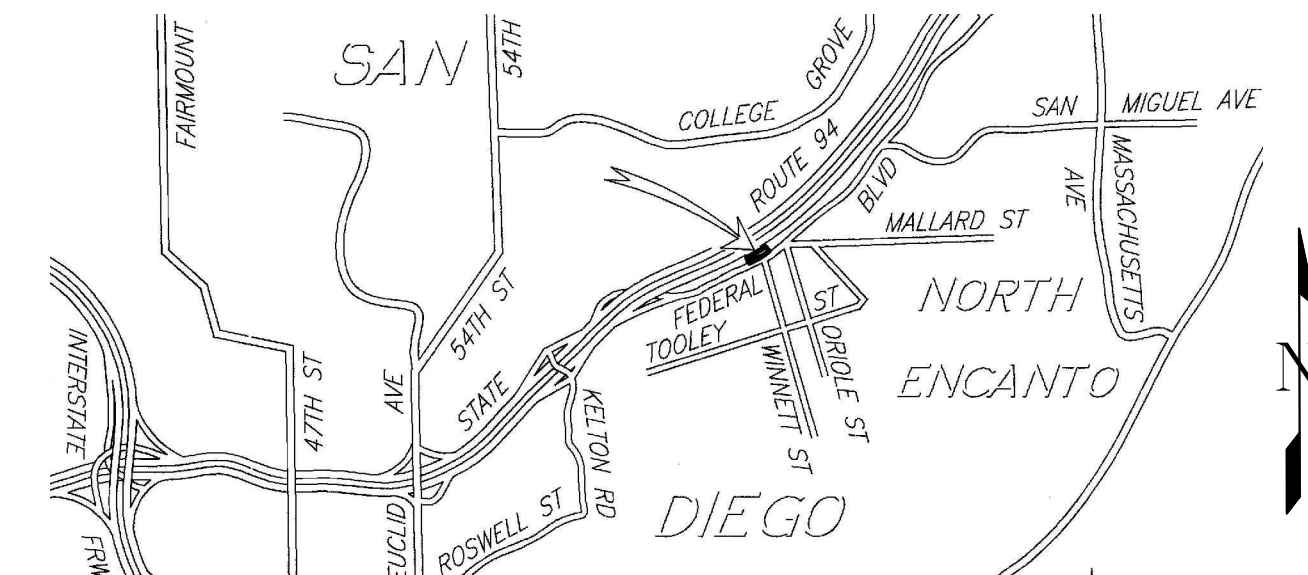
GROUND WATER DISCHARGE NOTES

- 1. ALL GROUND WATER EXTRACTION AND SIMILAR WASTE DISCHARGES TO SURFACE WATERS NOT TRIBUTARY TO THE SAN DIEGO BAY ARE PROHIBITED UNTIL IT CAN BE DEMONSTRATED THAT THE OWNER HAS APPLIED AND OBTAINED AUTHORIZATION FROM THE STATE OF CALIFORNIA VIA AN OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE TERMS, PROVISIONS AND CONDITIONS OF STATE ORDER NO R9-2015-0013 NPDES CAG919003.
2. THE ESTIMATED MAXIMUM DISCHARGE RATES MUST NOT EXCEED THE LIMITS SET IN THE OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL BOARD UNLESS PRIOR NOTIFICATION AND SUBSEQUENT AUTHORIZATION HAS BEEN OBTAINED, AND DISCHARGE OPERATIONS MODIFIED TO ACCOMMODATE THE INCREASED RATES.
3. ALL GROUND WATER EXTRACTIONS AND SIMILAR WASTE DISCHARGES TO SURFACE WATERS TRIBUTARY TO THE SAN DIEGO BAY ARE PROHIBITED UNTIL IT CAN BE DEMONSTRATED THAT THE OWNER HAS APPLIED AND OBTAINED AUTHORIZATION FROM THE STATE OF CALIFORNIA VIA AN OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE TERMS, PROVISIONS AND CONDITIONS OF STATE ORDER NO R9-2015-0013 NPDES NO. CAG919003.

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

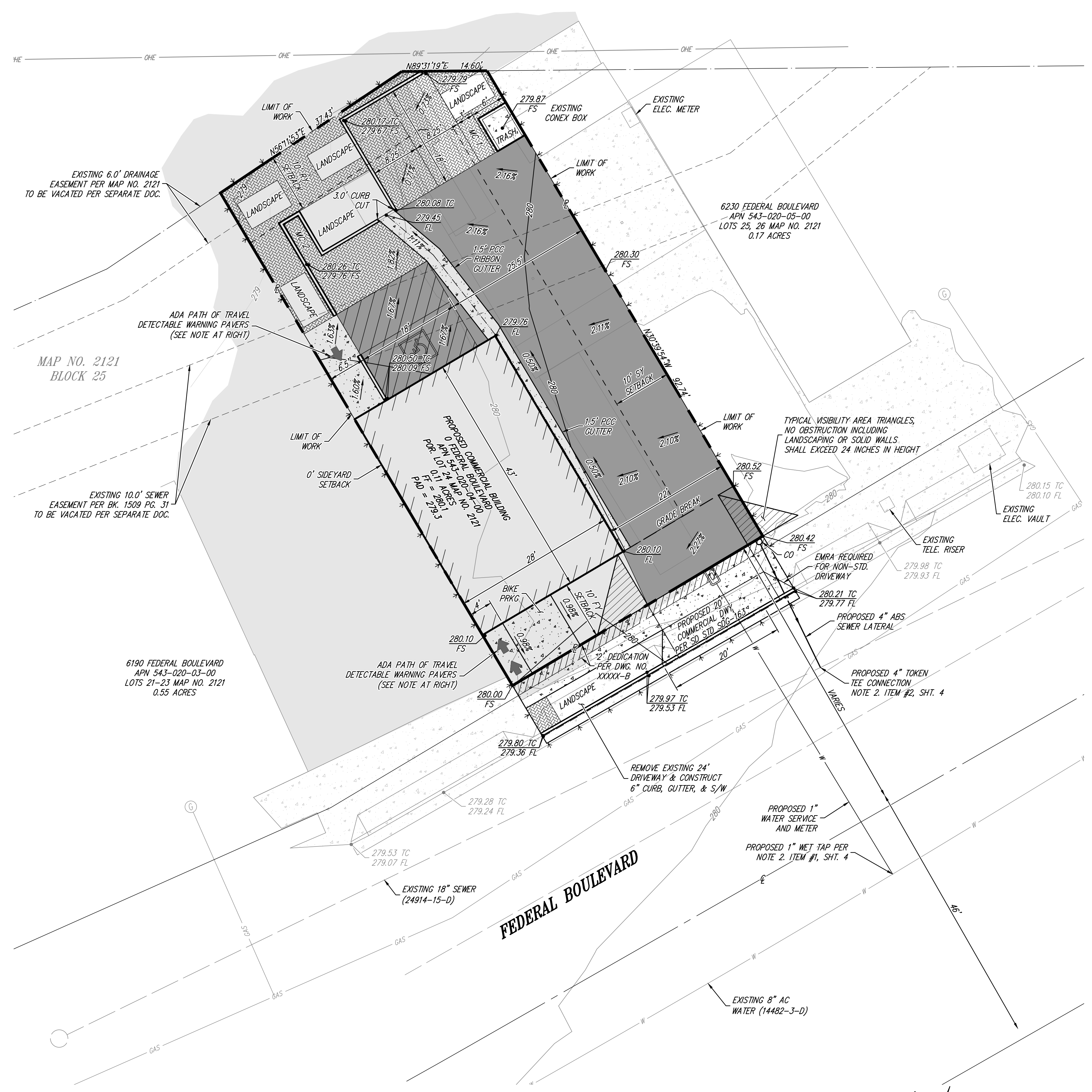
Professional Engineer Seal for Paul E. Fisher, No. 71549, Exp. 12-31-19. Includes contact information for Projection Engineering, Inc. and a signature.



VICINITY MAP SCALE: NOT TO SCALE

Warning bar, City of San Diego logo, Development Services Department, and project title block: 0 FEDERAL BOULEVARD SAN DIEGO, CA 92114. SHEET 1 OF 4 SHEETS.

CAD FILE: K:\Personal\Projection Engineering, Inc\Projects\180307 - 0 Federal Boulevard\Engineering Plans\3 -Production\DWG\Preliminary Engr LAYOUT: Layout1
 PAPER SIZE: Arch D (24" x 36") PLOTTED: 7/24/2018 2:00 PM
 ATTACHED IMAGES: XREF: 0 Federal Boulevard - Site - Survey; XREF: 0 Federal Boulevard - Mapping - Survey; XREF: 0 Federal Boulevard - Topo - Survey
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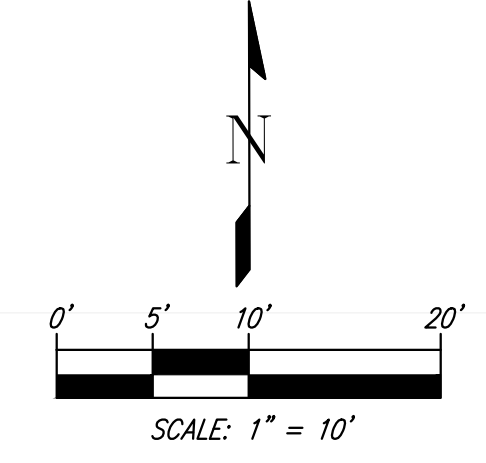
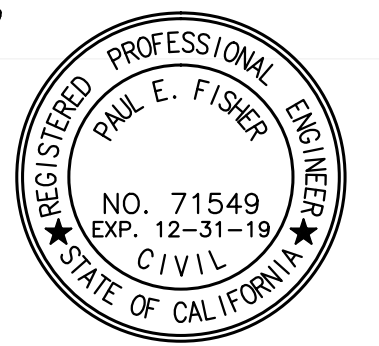
GRADING LEGEND

DESCRIPTION	SYMBOL
EXISTING PROPERTY LINE	—
EXISTING ROAD CENTERLINE	—
EXISTING LOT LINE	—
EXISTING BUILDING SETBACK	- - - -
EXISTING RIGHT OF WAY	- - - -
EXISTING MAJOR CONTOUR	— 175 —
EXISTING MINOR CONTOUR	—
EXISTING AC PAVING	▨
EXISTING PCC PAVING	▨
EXISTING FENCE	× × × ×
EXISTING BUILDING	▭
EXISTING SEWER MAIN	—
PROPOSED 2' EASEMENT DEDICATION	—
PROPOSED INEZ CENTERLINE	—
TYPICAL 5' (MAJOR) CONTOUR	—
TYPICAL 1' (MINOR) CONTOUR	—
TYPICAL SLOPE GRADIENT	1.00%
TYPICAL SPOT ELEVATION	171.88 FL
TYPICAL 4" PVC DRAIN LINE	—
LIMITS OF GRADING	—
CONSTRUCT SLOPE (2:1 MAX)	—
TYPICAL 1.0% MIN EARTHEN SWALE	—
CONSTRUCT 6" PCC PAVING	▨
1" COPPER WATER SERVICE PER SDW-105, SDW-107, SDW-134, SDW-136, SDW-150, & WS-03	—
4" SEWER LATERAL W/ CLEAN OUT PER SDS-102/103, SDS-105, SDS-100(C)	—

ADA PATH OF TRAVEL NOTE

THE ADA PATH OF TRAVEL (P.O.T.) SHOWN ON THESE PLANS IS A BARRIER FREE ACCESS. MAXIMUM 5% GRADIENT WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" AT 50% SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. MAXIMUM CROSS-SLOPE 2.0% TYPICAL.

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 EMAIL: paulfisher@projectionengineering.com



PRIVATE CONTRACT
 PRELIMINARY GRADING PLAN
0 FEDERAL BOULEVARD
SAN DIEGO, CA 92114
 BRIEF LEGAL DESCRIPTION: A PORTION OF LOT 24, BLOCK 25 OF MAP NO. 2121
C.2

CITY OF SAN DIEGO, CALIFORNIA
 Development Services Department
 SHEET 2 OF 4 SHEETS

I.O. NO. 24007747
 PROJECT NO. 598124

EROSION AND SEDIMENT CONTROL NOTES

TEMPORARY EROSION/SEDIMENT CONTROL, PRIOR TO COMPLETION OF FINAL IMPROVEMENTS, SHALL BE PERFORMED BY THE CONTRACTOR OR QUALIFIED PERSON AS INDICATED BELOW:

- ALL REQUIREMENTS OF THE CITY OF SAN DIEGO "LAND DEVELOPMENT MANUAL, STORM WATER STANDARDS" MUST BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE PROPOSED GRADING/IMPROVEMENTS CONSISTENT WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND/OR WATER POLLUTION CONTROL PLAN (WPCP) FOR CONSTRUCTION LEVEL BMP'S AND FOR PERMANENT POST CONSTRUCTION TREATMENT CONTROL. PERMANENT BMP'S, THE WATER QUALITY TECHNICAL REPORT (WQTR) IF APPLICABLE.
- FOR STORM DRAIN INLETS, PROVIDE A GRAVEL BAG SILT BASIN IMMEDIATELY UPSTREAM OF INLET AS INDICATED ON DETAILS.
- FOR INLETS LOCATED AT SLUMPS ADJACENT TO TOP OF SLOPES, THE CONTRACTOR SHALL ENSURE THAT WATER DRAINING TO THE SLUMP IS DIRECTED INTO THE INLET AND THAT A MINIMUM OF 1.0' FREEBOARD EXISTS AND IS MAINTAINED ABOVE THE TOP OF THE INLET. IF FREEBOARD IS NOT PROVIDED BY GRADING SHOWN ON THESE PLANS, THE CONTRACTOR SHALL PROVIDE IT VIA TEMPORARY MEASURES, I.E. GRAVEL BAGS OR DIKES.
- THE CONTRACTOR OR QUALIFIED PERSON SHALL BE RESPONSIBLE FOR CLEANUP OF SILT AND MUD ON ADJACENT STREET(S) AND STORM DRAIN SYSTEM DUE TO CONSTRUCTION ACTIVITY.
- THE CONTRACTOR OR QUALIFIED PERSON SHALL CHECK AND MAINTAIN ALL LINED AND UNLINED DITCHES AFTER EACH RAINFALL.
- THE CONTRACTOR SHALL REMOVE SILT AND DEBRIS AFTER EACH MAJOR RAINFALL.
- EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ON SITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
- THE CONTRACTOR SHALL RESTORE ALL EROSION/SEDIMENT CONTROL DEVICES TO WORKING ORDER TO THE SATISFACTION OF THE CITY ENGINEER OR RESIDENT ENGINEER AFTER EACH RUN-OFF PRODUCING RAINFALL.
- THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION/SEDIMENT CONTROL MEASURES AS MAY BE REQUIRED BY THE RESIDENT ENGINEER DUE TO UNCOMPLETED GRADING OPERATIONS OR UNFORESEEN CIRCUMSTANCES, WHICH MAY ARISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION.
- ALL EROSION/SEDIMENT CONTROL MEASURES PROVIDED PER THE APPROVED GRADING PLAN SHALL BE INCORPORATED HEREON. ALL EROSION/SEDIMENT CONTROL FOR INTERIM CONDITIONS SHALL BE DONE TO THE SATISFACTION OF THE RESIDENT ENGINEER.
- GRADED AREAS AROUND THE PROJECT PERIMETER MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
- ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN RAIN IS IMMINENT.
- THE CONTRACTOR SHALL ONLY GRADE, INCLUDING CLEARING AND GRUBBING FOR THE AREAS FOR WHICH THE CONTRACTOR OR QUALIFIED PERSON CAN PROVIDE EROSION/SEDIMENT CONTROL MEASURES.
- THE CONTRACTOR SHALL ARRANGE FOR WEEKLY MEETINGS DURING OCTOBER 1ST TO APRIL 30TH FOR PROJECT TEAM (GENERAL CONTRACTOR, QUALIFIED PERSON, EROSION CONTROL SUBCONTRACTOR IF ANY, ENGINEER OF WORK, OWNER/DEVELOPER AND THE RESIDENT ENGINEER) TO EVALUATE THE ADEQUACY OF THE EROSION/SEDIMENT CONTROL MEASURES AND OTHER RELATED CONSTRUCTION ACTIVITIES.

MINIMUM POST-CONST. MAINTENANCE PLAN

AT THE COMPLETION OF THE WORK SHOWN, THE FOLLOWING PLAN SHALL BE FOLLOWED TO ENSURE WATER QUALITY CONTROL IS MAINTAINED FOR THE LIFE OF THE PROJECT:

- STABILIZATION: ALL PLANTED SLOPES AND OTHER VEGETATED AREAS SHALL BE INSPECTED PRIOR TO OCTOBER 1 OF EACH YEAR AND AFTER MAJOR RAINFALL EVENTS (MORE THAN 1/2 INCH) AND REPAIRED AND REPLANTED AS NEEDED UNTIL A NOTICE OF TERMINATION (NOT) IS FILED.
- STRUCTURAL PRACTICES: DESILTING BASINS, DIVERSION DITCHES, DOWNDRAINS, INLETS, OUTLET PROTECTION MEASURES, AND OTHER PERMANENT WATER QUALITY AND SEDIMENT AND EROSION CONTROLS SHALL BE INSPECTED PRIOR TO OCTOBER 1ST OF EACH YEAR AND AFTER MAJOR RAINFALL EVENTS (MORE THAN 1/2 INCH). REPAIRS AND REPLACEMENTS SHALL BE MADE AS NEEDED AND RECORDED IN THE MAINTENANCE LOG IN PERPETUITY.
- OPERATION AND MAINTENANCE, FUNDING: POST-CONSTRUCTION MANAGEMENT MEASURES ARE THE RESPONSIBILITY OF THE DEVELOPER UNTIL THE TRANSFER OF RESPECTIVE SITES TO HOME BUILDERS, INDIVIDUAL OWNERS, HOMEOWNERS ASSOCIATIONS, SCHOOL DISTRICTS, OR LOCAL AGENCIES AND/OR GOVERNMENTS. AT THAT TIME, THE NEW OWNERS SHALL ASSUME RESPONSIBILITY FOR THEIR RESPECTIVE PORTIONS OF THE DEVELOPMENT.

PERMANENT POST-CONSTRUCTION BMP NOTES

1. OPERATION AND MAINTENANCE SHALL BE SECURED BY AN EXECUTED AND RECORDED STORM WATER MANAGEMENT AND DISCHARGE CONTROL MAINTENANCE AGREEMENT (SWMDCMA), OR ANOTHER MECHANISM APPROVED BY THE CITY ENGINEER, THAT ASSURES ALL PERMANENT BMP'S WILL BE MAINTAINED IN PERPETUITY, PER THE LAND DEVELOPMENT MANUAL, STORM WATER STANDARDS.

2. ANY MODIFICATION(S) TO THE PERMANENT POST CONSTRUCTION BMP DEVICES/STRUCTURES SHOWN ON PLAN REQUIRES A CONSTRUCTION CHANGE TO BE PROCESSED AND APPROVED THROUGH DEVELOPMENT SERVICES DEPARTMENT BY THE ENGINEER OF WORK. APPROVAL OF THE CONSTRUCTION CHANGE IS REQUIRED PRIOR TO CONSTRUCTION OF THE PERMANENT BMP.

HYDROSEEDING PROCEDURES

4.4-1 SEED MIXES SHALL BE SPECIFIED BY THE PURE LIVE SEED OF EACH SPECIES.

4.4-2 FIBER MULCH SHALL BE APPLIED AT A MINIMUM RATE OF 2,000 POUNDS PER ACRE EXCEPT WHEN USED IN CONJUNCTION WITH STRAW MULCH, WHEN IT SHALL BE APPLIED AT A MINIMUM RATE OF 400 POUNDS PER ACRE.

4.4-3 A WETTING AGENT CONSISTING OF 95 PERCENT ALKYL POLYETHYLENE GLYCOL ETHER SHALL BE APPLIED AS PER MANUFACTURERS' RECOMMENDATIONS.

4.4-4 EQUIPMENT USED FOR THE APPLICATION OF SLURRY SHALL HAVE A BUILT-IN AGITATION SYSTEM TO SUSPEND AND HOMOGENEOUSLY MIX THE SLURRY. THE SLURRY MIX SHALL BE DYED GREEN. THE EQUIPMENT MUST HAVE A PUMP CAPABLE OF APPLYING SLURRY UNIFORMLY.

ADD INTERIM BINDER NOTE:

GRADED, DISTURBED, OR ERODED AREAS TO BE TREATED WITH A NON-IRRIGATED HYDROSEED MIX SHALL RECEIVE AN INTERIM BINDER/TACKIFIER AS NEEDED BETWEEN APRIL 2ND AND AUGUST 31ST FOR DUST-EROSION CONTROL WITH SUBSEQUENT APPLICATION OF HYDROSEED MIX DURING THE RAINY SEASON BETWEEN OCTOBER 1ST AND APRIL 15TH.

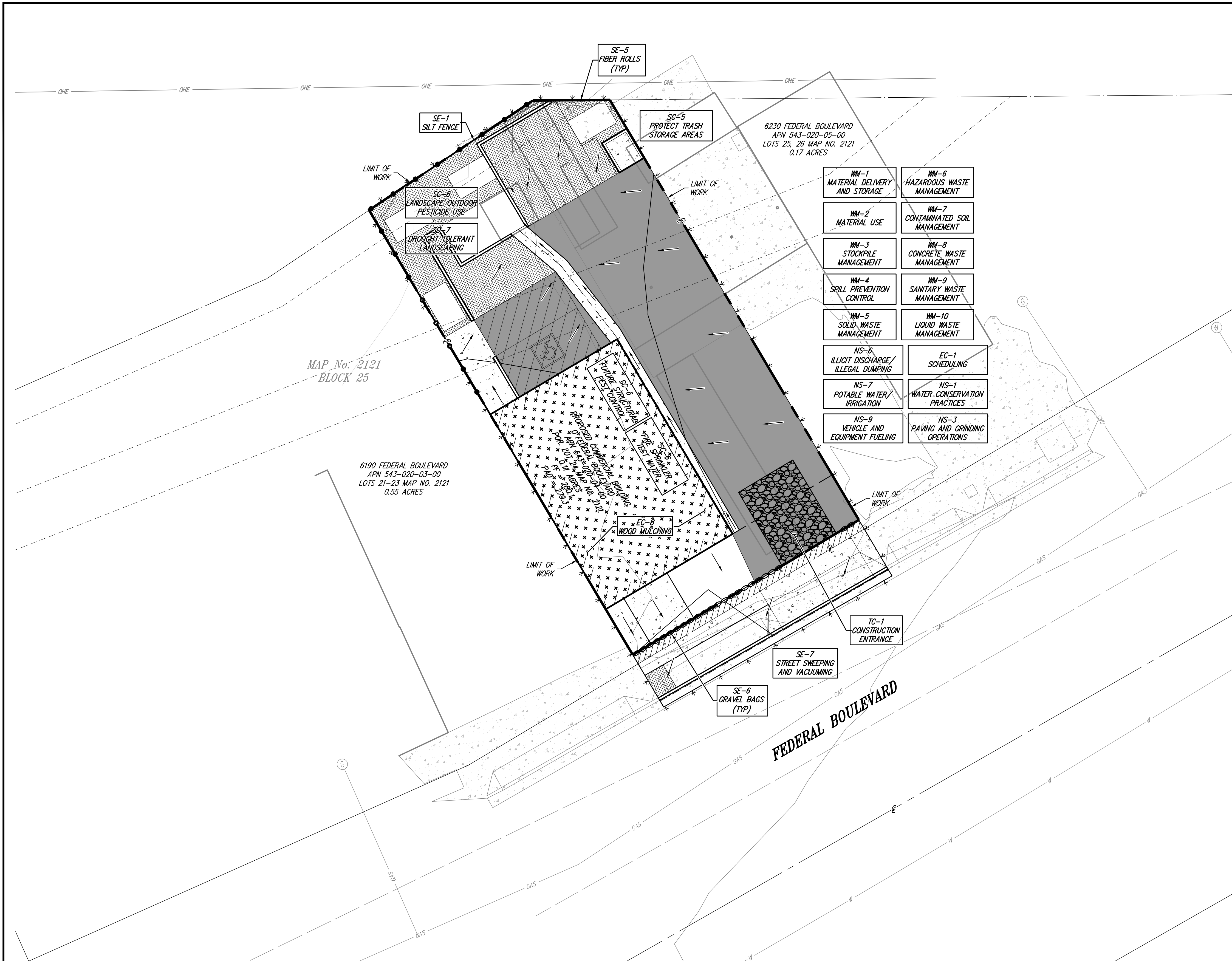
MAINTENANCE REQUIREMENTS

4.5-1 PERMANENTLY IRRIGATED SLOPES SHALL BE MAINTAINED FOR A PERIOD NO LESS THAN 90 DAYS.

4.5-2 NON-PERMANENTLY IRRIGATED AREAS SHALL BE MAINTAINED FOR A PERIOD NOT LESS THAN 25 MONTHS.

4.5-3 ALL REVEGETATED AREAS SHALL BE MAINTAINED BY THE PERMITEE UNTIL FINAL APPROVAL BY THE CITY MANAGER. THE MAINTENANCE PERIOD BEGINS ON THE FIRST DAY FOLLOWING ACCEPTANCE AND MAY BE EXTENDED AT THE DETERMINATION OF THE CITY MANAGER.

4.5-4 PRIOR TO FINAL APPROVAL, THE CITY MANAGER MAY REQUIRE CORRECTIVE ACTION INCLUDING BUT NOT LIMITED TO, REPLANTING, THE PROVISION OR MODIFICATION.



- WM-1 MATERIAL DELIVERY AND STORAGE
- WM-2 MATERIAL USE
- WM-3 STOCKPILE MANAGEMENT
- WM-4 SPILL PREVENTION CONTROL
- WM-5 SOLID WASTE MANAGEMENT
- NS-6 ILLICIT DISCHARGE/ILLEGAL DUMPING
- NS-7 POTABLE WATER/IRRIGATION
- NS-9 VEHICLE AND EQUIPMENT FUELING
- WM-6 HAZARDOUS WASTE MANAGEMENT
- WM-7 CONTAMINATED SOIL MANAGEMENT
- WM-8 CONCRETE WASTE MANAGEMENT
- WM-9 SANITARY WASTE MANAGEMENT
- WM-10 LIQUID WASTE MANAGEMENT
- EC-1 SCHEDULING
- NS-1 WATER CONSERVATION PRACTICES
- NS-3 PAVING AND GRINDING OPERATIONS

BOTANICAL NAME	COMMON NAME	LBS/ACRE	MIN% PURITY/GERM
ARTEMISIA CALIFORNICA	COASTAL SAGEBRUSH	2	15/90
COLLINSIA HETEROPHYLLA	CHINESE HOUSES	2	98/90
ENCELIA CALIFORNICA	CALIFORNIA ENCELIA	3	40/60
ERIODICTION CRASSIFOLIUM	YERBA SANTA	1	40/40
ERIODICTION FASCICULATUM	CALIFORNIA BUCKWHEAT	12	10/65
ERIOPHYLLUM CONFERTIFLORUM	GOLDEN YARROW	3	30/60
ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY	2	98/75
LASTHENIA GLABRATA	GOLDFIELDS	2	90/85
LOTUS SCOPARIUS	DEERWEED	8	90/60
LUPINUS SUCCULENTUS	ARROYO LUPINE	4	98/85
MIMULUS PINCEUS	MONKEY FLOWER	2	02/55
OENOTHERA CHEIRANTHEFOLIA	EVENING PRIMROSE	1	98/75
PLANTAGO INSULARIS	WOOLLY PLANTAIN	30	98/75
SALVIA APRINA	WHITE SAGE	2	70/60
SALVIA MELLIFERA	BLACK SAGE	2	70/60
SISYRINCHIUM BELLUM	BLUE EYED GRASS	2	95/75
TOTAL POUNDS PER ACRE:		78	

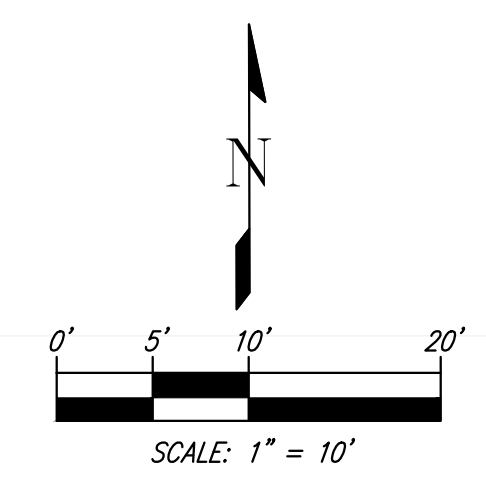
EROSION CONTROL LEGEND

- TC-1 CONSTRUCTION ENTRANCE
- SE-1 SILT FENCE
- SE-5 SILT FENCE
- SE-6 GRAVEL BAGS
- EC-8 STRAW MULCH

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DATE EXP. 12-31-19
 R.C.E. NO. 71549

7/24/2018
 DATE:



PRIVATE CONTRACT
 CONSTRUCTION BMP PLAN

0 FEDERAL BOULEVARD
SAN DIEGO, CA 92114
 BRIEF LEGAL DESCRIPTION: A PORTION OF LOT 24, BLOCK 25
 OF MAP NO. 2121

CITY OF SAN DIEGO, CALIFORNIA
 Development Services Department
 SHEET 3 OF 4 SHEETS

I.O. NO. 24007747
 PROJECT NO. 598124

C.3

CAD FILE: K:\Personal\Projection Engineering, Inc.\Projects\180307 - 0 Federal Boulevard\Engineering Plans\3 - Production\DWG\Production\0 Preliminary\Engn LAYOUT: Layout1
 ATTACHED IMAGES: 0 Federal Boulevard - Topo - Survey; 0 Federal Boulevard - Site - Survey; 0 Federal Boulevard - Mapping - Survey
 ATTACHED XREFS: 0 Federal Boulevard - Topo - Survey; 0 Federal Boulevard - Site - Survey; 0 Federal Boulevard - Mapping - Survey

SEWER NOTES

1. EACH LOT SHALL RECEIVE A 4-INCH SEWER HOUSE CONNECTION, UNLESS OTHERWISE INDICATED ON THE PLANS OR SPECIAL SPECIFICATIONS. LOCATION TO BE DETERMINED IN THE FIELD BY THE ENGINEER OF WORK. THE "AS-BUILT" LOCATIONS SHALL BE SHOWN ON THESE PLANS AND THE SEWER LATERAL TABLE COMPLETED PRIOR TO ACCEPTANCE OF THE SEWER FACILITIES.

2. LOCATE SEWER HOUSE CONNECTIONS OUT OF DRIVEWAYS AND A MINIMUM OF TEN FEET FROM TREES. THE SEWER HOUSE CONNECTIONS SHALL BE A MINIMUM OF 5 FEET DOWNHILL FROM THE WATER SERVICE.

3. PROVIDING SEWER FOR THIS DEVELOPMENT IS DEPENDENT UPON PRIOR CONSTRUCTION OF CERTAIN SEWER FACILITIES IN PREVIOUSLY APPROVED DEVELOPMENTS. IF THESE FACILITIES HAVE NOT BEEN CONSTRUCTED AND ACCEPTED BY THE CITY AT THE TIME OF CONNECTION, THEN CERTAIN PORTIONS OF THESE PREVIOUSLY APPROVED OR PLANNED SEWER FACILITIES, AS REQUIRED BY THE CITY ENGINEER, WILL BECOME OFF-SITE IMPROVEMENTS AS PART OF THIS DEVELOPMENT. PRIOR TO CONNECTION OF PUBLIC SEWER FACILITIES, THESE OFF-SITE IMPROVEMENTS MUST BE CONSTRUCTED AND ACCEPTED BY THE CITY AND DOCUMENTED AS A CONSTRUCTION CHANGE TO THE ORIGINAL APPROVED MYLARS FOR THIS DEVELOPMENT. THIS DEVELOPMENT'S SEWER FACILITIES ARE DEPENDENT UPON THE COMPLETION AND ACCEPTANCE OF THE FOLLOWING APPROVED SEWER FACILITIES:

(TITLE) (DRAWING NUMBER)

4. ALL VALVES FOR SEWER FORCE MAINS SHALL BE FLANGED TO CROSSES AND TEES.

5. ALL BURIED DUCTILE AND GRAY CAST IRON PIPE, FITTINGS, VALVES AND APPURTENANCES SHALL BE COATED WITH A DIELECTRIC COATING: A LIQUID EPOXY COATING SYSTEM PER AWWA C-210 AT 24 MILS MINIMUM DRY FILM THICKNESS (MDF), A COLD APPLIED THREE PART SYSTEM PETROLEUM WAX TAPE PER AWWA C-217, OR A POLYURETHANE COATING OF 24 MILS MDF SUITABLE FOR BURIED USE.

6. SHOP DRAWING SUBMITTALS: PRIOR TO FABRICATION, SHOP DRAWINGS SHALL BE PREPARED AND APPROVED BY THE ENGINEER OF RECORD. THE ENGINEER OF RECORD SHALL CERTIFY THAT THE SHOP DRAWINGS MEET THE INTENT OF THE SIGNED DESIGN PLANS AND SPECIFICATIONS. THE APPROVED SHOP DRAWINGS SHALL THEN BE SUBMITTED TO THE RESIDENT ENGINEER FOR A (SIX) WEEK REVIEW PERIOD. ONCE THE SHOP DRAWINGS HAVE BEEN ACCEPTED BY THE RESIDENT ENGINEER, THE MATERIALS MAY BE MANUFACTURED AT THE PLANT. REQUESTS FOR PLANT INSPECTIONS MUST BE MADE A MINIMUM OF 2 (TWO) WORKING DAYS PRIOR TO MANUFACTURING IF THE PLANT IS LOCATED IN THE SOUTHERN CALIFORNIA AREA. ALL PLANTS LOCATED OUTSIDE OF SOUTHERN CALIFORNIA MUST SCHEDULE INSPECTION A MINIMUM OF 7 (SEVEN) WORKING DAYS PRIOR TO MANUFACTURING. REFER TO THE 2000 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SECTION 4-1.3, FOR INSPECTION REQUIREMENTS.

7. ALL HORIZONTAL SEPARATION DIMENSIONS SHOWN BETWEEN WATER AND SEWER MAINS SHALL BE MEASURED FROM THE NEAREST EDGE OF EACH PIPELINE PER STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES, BASIC SEPARATION STANDARDS. MINIMUM SEPARATION BETWEEN WATER AND SEWER MAINS SHALL BE 10 FOOT HORIZONTAL AND 1 FOOT VERTICAL.

8. PRIVATE ON SITE SEWER IS SHOWN IN BOTH PLAN AND PROFILE FOR REFERENCE ONLY TO AVOID CONFLICTS AND TO SHOW CONNECTIONS TO PUBLIC LATERALS OR MAINS. ALL PRIVATE SEWER SHOWN SHALL BE INSTALLED UNDER SEPARATE PERMIT.

9. ALL PROPOSED PUBLIC SEWER FACILITY INSTALLATIONS SHALL BE CONSTRUCTED WITH MATERIALS CURRENTLY LISTED IN THE MOST CURRENT EDITION OF THE CITY OF SAN DIEGO WATER AND MUNICIPAL SEWER APPROVED MATERIALS LIST AS REFERENCED IN THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

10. IN "GATED COMMUNITIES", THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING THE METROPOLITAN WASTEWATER DEPARTMENT/WASTEWATER COLLECTIONS DIVISION WITH KEYED ACCESS. ADDITIONAL NOTES MAY BE REQUIRED BY THE PLAN REVIEWER TO ADDRESS SPECIFIC PROJECT REQUIREMENTS AND MAY INCLUDE THE FOLLOWING:

A. ALL PROPOSED SEWER SHOWN ON THESE PLANS SHALL ADHERE TO THE REQUIREMENTS OF THE CITY OF SAN DIEGO, SEWER DESIGN GUIDE, DOCUMENT NO. 769875, FILED JUNE 11, 2001.

B. ALL EXISTING UNUSED SEWER LATERALS SHALL BE PLUGGED AT PROPERTY LINE BY CONTRACTOR.

C. PRIOR TO CONNECTING TO ANY EXISTING SEWER LATERAL, IT SHALL BE CLOSED CIRCUIT TELEVISION INSPECTED BY A CALIFORNIA LICENSED PLUMBING CONTRACTOR TO VERIFY LATERAL IS IN GOOD WORKING CONDITION AND FREE OF ALL DEBRIS.

D. NO SHRUBS MORE THAN 3 FEET IN HEIGHT AT MATURITY OR TREES ALLOWED WITHIN 10 FEET OF ANY PUBLIC SEWER MAINS OR SEWER LATERALS. NO PRESSURIZED LANDSCAPE IRRIGATION MAINS ALLOWED WITHIN ANY SEWER EASEMENTS.

E. ALL DUCTILE IRON PIPE PROPOSED FOR SEWER FORCE MAINS OR GRAVITY SEWER MAINS SHALL BE POLYURETHANE COATED AND LINED PER SECTION 02630 OF THE CLEAN WATER PROGRAM GUIDELINES. THE PIPE EXTERIOR SHALL BE 40 MILS MINIMUM DRY FILM THICKNESS (MDF), AND THE PIPE INTERIOR SHALL BE 30 MILS MINIMUM DRY FILM THICKNESS (MDF).

F. PRIVATE SEWERAGE SYSTEM DESIGN CERTIFICATION: I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THE PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PRIVATE SEWERAGE SYSTEM WHICH IS LOCATED WITHIN THE SEWER / WATER / GENERAL UTILITY EASEMENT / AND OR THE PUBLIC RIGHT-OF-WAY, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS AS REQUIRED BY THE CALIFORNIA PLUMBING CODE (CPC) 2000 EDITION AND THAT ALL REQUIRED "ENCROACHMENT AND MAINTENANCE AND REMOVAL AGREEMENT" FORMS, EXHIBITS AND NOTARY HAVE BEEN SUBMITTED FOR RECORDATION. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

G. FOR ALL SEWER PLANS: THE CONTRACTOR SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, CODES, ORDERS, AND REGULATIONS WHICH IN ANY MANNER AFFECT THE CONDUCT OF THE WORK, SPECIFICALLY AS IT RELATES TO SEWAGE SPILLS. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR PREVENTING SEWAGE SPILLS, FOR CONTAINING SEWAGE SPILLS, AND FOR RECOVERY AND LEGAL DISPOSAL OF ANY SPILLED SEWAGE, AND FOR ANY FINES, PENALTIES, CLAIMS AND LIABILITY ARISING FROM CAUSING A SEWAGE SPILL, AND FOR ANY VIOLATION OF ANY LAW, ORDINANCE, CODE, ORDER, OR REGULATION AS A RESULT OF THE SPILL(S).

H. FOR WORK INVOLVING CONNECTION TO EXISTING FACILITIES: PRIOR TO THE START OF CONSTRUCTION WHICH INVOLVES ANY EXISTING WASTEWATER FACILITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING AND SUBMITTING TO THE RESIDENT ENGINEER FOR REVIEW AND APPROVAL, A WASTEWATER FLOW DIVERSION PLAN IN COMPLIANCE WITH THE CITY'S POLICY OF "ZERO SPILLS" AT LEAST FIFTEEN WORKING DAYS PRIOR TO IMPLEMENTATION OF THE PLAN. THE DIVERSION PLAN SHALL INCLUDE AN EMERGENCY RESPONSE PLAN INDICATING THE PROCEDURES, EQUIPMENT, AND ACTIVITIES THAT WILL BE IMPLEMENTED IN THE EVENT OF AN EMERGENCY SHUTDOWN OR FAILURE OF THE FLOW DIVERSION EQUIPMENT USED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF THE EMERGENCY PLAN IN ACCORDANCE WITH SECTION 7-8.8.1 OF THE 2003 CITY OF SAN DIEGO SUPPLEMENT AMENDMENTS (DOC. NO. AEC 701041) TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

I. FOR WORK WHERE BYPASS PUMPING MAY BE INVOLVED ADD: AT LEAST 15 WORKING DAYS PRIOR TO THE IMPLEMENTATION OF ANY FLOW DIVERSION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING AND SUBMITTING TO THE RESIDENT ENGINEER, FOR REVIEW AND APPROVAL, A WASTEWATER FLOW DIVERSION PLAN. THE CONTRACTOR'S WASTEWATER FLOW DIVERSION PLAN SHALL BE REVIEWED AND APPROVED BY THE WASTEWATER COLLECTION DIVISION, METROPOLITAN WASTEWATER DEPARTMENT, BEFORE ANY FLOW CAN BE DIVERTED. THE DIVERSION PLAN SHALL INDICATE THE SEQUENCE OF DIVERSION OPERATIONS AND ALL OTHER OPERATIONS THE CONTRACTOR WILL ESTABLISH TO MAINTAIN WASTEWATER SERVICE DURING THE CONSTRUCTION PERIOD. THE DIVERSION PLAN SHALL INCLUDE A COMPREHENSIVE EMERGENCY RESPONSE PLAN, INCLUDING STANDBY REDUNDANT BY-PASS EQUIPMENT IN THE EVENT OF AN EMERGENCY SHUTDOWN OR FAILURE OF THE FLOW DIVERSION EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF THE EMERGENCY PLAN IN ACCORDANCE WITH SECTION 7-8.8.1 OF THE 2003 CITY OF SAN DIEGO SUPPLEMENT AMENDMENTS (DOC. NO. AEC 701041) TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

PRIVATE NOTE

ALL ONSITE, PRIVATE IMPROVEMENTS SHOWN ON THIS DRAWING ARE FOR INFORMATION ONLY. THE CITY ENGINEER'S APPROVAL OF THIS DRAWING, IN NO WAY CONSTITUTES AN APPROVAL OF SAID PRIVATE IMPROVEMENTS. A SEPARATE PERMIT FOR SUCH IMPROVEMENTS MAY BE REQUIRED.

WATER NOTES

1. EACH LOT SHALL RECEIVE A 1-INCH WATER SERVICE, UNLESS INDICATED ON THE PLANS OR SPECIAL SPECIFICATIONS. LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE ENGINEER OF WORK. THE "AS-BUILT" LOCATIONS SHALL BE SHOWN ON THESE PLANS AND THE SEWER LATERAL TABLE COMPLETED PRIOR TO ACCEPTANCE OF THE WATER FACILITIES.

2. LOCATE WATER SERVICE HOUSE CONNECTIONS OUT OF DRIVEWAYS. THE SEWER HOUSE CONNECTIONS SHALL BE A MINIMUM OF 5 FEET DOWNHILL FROM THE WATER SERVICE.

3. ALL CONNECTIONS TO EXISTING WATER MAINS ARE TO BE DONE BY THE CITY'S DEPARTMENT FOR WHICH THE FOLLOWING FEES WILL BE CHARGED. IF THE WATER CONNECTIONS ARE NOT READY TO BE MADE AND THE FEES PAID BEFORE 12/19/18, THE CITY RESERVES THE RIGHT TO ADJUST THE FEES ACCORDING TO THE FEE SCHEDULE IN EFFECT AT THE TIME THE CONNECTIONS ARE MADE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EXPOSE THE EXISTING MAIN AT THE CONNECTION POINT AND TO INSTALL THE NEW MAIN AT THE ALIGNMENT AND GRADE WHICH WILL PERMIT THE CITY TO MAKE A "STRAIGHT-IN" CONNECTION WITHOUT USING MORE THAN 10 LINEAL FEET OF PIPE.

ITEM NO.	COST	TYPE OF CONNECTION	SHEET
ITEM NO.1:	\$254	1" WET TAP	2
ITEM NO.2:	\$25	4" TOKEN TEE CONNECTION	2

* EXAMPLE CONNECTION

CONTRACTOR TO SET SADDLE/TAPPING SLEEVE AND CORPORATION STOP/TAPPING VALVE FOR ALL WET TAPS APPROVAL BY THE SHUTDOWN COMMITTEE IS REQUIRED FOR ALL MAJOR PIPELINES 16" AND LARGER. SHUTDOWN WINDOW PERIOD IS BETWEEN NOVEMBER 1 TILL APRIL 1 OF THE FOLLOWING YEAR, WHEN WATER DEMAND IS LOWER.

4. PROVIDING WATER FOR THIS DEVELOPMENT IS DEPENDENT UPON PRIOR CONSTRUCTION OF CERTAIN WATER FACILITIES IN PREVIOUSLY APPROVED DEVELOPMENTS. IF THESE FACILITIES HAVE NOT BEEN CONSTRUCTED AND ACCEPTED BY THE CITY AT THE TIME OF CONNECTION, THEN CERTAIN PORTIONS OF THESE PREVIOUSLY APPROVED OR PLANNED WATER FACILITIES, AS REQUIRED BY THE CITY ENGINEER, WILL BECOME OFF-SITE IMPROVEMENTS AS PART OF THIS DEVELOPMENT. PRIOR TO CONNECTION TO PUBLIC WATER FACILITIES, THESE OFF-SITE IMPROVEMENTS MUST BE CONSTRUCTED AND ACCEPTED BY THE CITY AND DOCUMENTED AS A CONSTRUCTION CHANGE TO THE ORIGINAL APPROVED MYLARS FOR THIS DEVELOPMENT. THIS DEVELOPMENT'S WATER FACILITIES ARE DEPENDENT UPON THE COMPLETION AND ACCEPTANCE OF THE FOLLOWING APPROVED WATER FACILITIES:

(TITLE) (DRAWING NUMBER)

5. ALL VALVES WILL BE FLANGED TO CROSSES AND TEES. ONLY GATE VALVES SHALL BE USED IN FIRE HYDRANT INSTALLATIONS. ALL BURIED DUCTILE AND GRAY CAST IRON PIPE, FITTINGS, VALVES AND APPURTENANCES SHALL BE COATED WITH A DIELECTRIC COATING: A LIQUID EPOXY COATING SYSTEM PER AWWA C-210 AT 24 MILS MINIMUM DRY FILM THICKNESS (MDF), OR A COLD APPLIED THREE PART SYSTEM PETROLEUM WAX TAPE PER AWWA C-217, OR A 100% POLYURETHANE COATING OF 24 MILS MDF SUITABLE FOR BURIED USE.

6. ALL PROPOSED WATER FACILITY INSTALLATIONS SHALL BE CONSTRUCTED WITH MATERIALS CURRENTLY LISTED IN THE MOST CURRENT EDITION OF THE CITY OF SAN DIEGO WATER UTILITIES DEPARTMENT APPROVED MATERIALS LIST AS REFERENCED IN THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. RECENT REVISIONS INCLUDE BUT IS NOT LIMITED TO THE REQUIREMENT FOR POLYMER CONCRETE WATER METER BOXES INSTEAD OF THE STANDARD PRECAST WATER METER BOXES.

7. ALL HORIZONTAL AND VERTICAL SEPARATION DIMENSIONS SHOWN BETWEEN WATER AND SEWER MAINS SHALL BE MEASURED FROM THE NEAREST EDGE OF EACH PIPELINE PER STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES, BASIC SEPARATION STANDARDS. MINIMUM SEPARATION BETWEEN WATER AND SEWER MAINS SHALL BE 10 FOOT HORIZONTAL AND 1 FOOT VERTICAL.

Source Control Requirement	Applied ⁽¹⁾ ?		
4.2.1 Prevention of Illicit Discharges into the MS4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
4.2.2 Storm Drain Stenciling or Signage	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
4.2.3 Protect Outdoor Materials Storage Areas from Rainfall, Run-On, Runoff, and Wind Dispersal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
4.2.4 Protect Materials Stored in Outdoor Work Areas from Rainfall, Run-On, Runoff, and Wind Dispersal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
4.2.5 Protect Trash Storage Areas from Rainfall, Run-On, Runoff, and Wind Dispersal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.2.6 BMPs based on Potential Sources of Runoff Pollutants			
On-site storm drain inlets	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Interior floor drains and elevator shaft sump pumps	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Interior parking garages	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Need for future indoor & structural pest control	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Landscape/Outdoor Pesticide Use	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Pools, spas, ponds, decorative fountains, and other water features	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Food service	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Refuse areas	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Industrial processes	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Outdoor storage of equipment or materials	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Vehicle/Equipment Repair and Maintenance	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Fuel Dispensing Areas	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Loading Docks	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Fire Sprinkler Test Water	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Miscellaneous Drain or Wash Water	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Plazas, sidewalks, and parking lots	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
SC-6A: Large Trash Generating Facilities	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
SC-6B: Animal Facilities	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
SC-6C: Plant Nurseries and Garden Centers	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
SC-6D: Automotive Facilities	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Discussion / justification for all "No" answers shown above:			

The City of San Diego | Storm Water Standards
Form I-4A | January 2018 Edition

Site Design Requirement	Applied ⁽¹⁾ ?		
4.3.1 Maintain Natural Drainage Pathways and Hydrologic Features	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
4.3.2 Conserve Natural Areas, Soils, and Vegetation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
4.3.3 Minimize Impervious Area	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
4.3.4 Minimize Soil Compaction	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
4.3.5 Impervious Area Dispersion	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
4.3.6 Runoff Collection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
4.3.7 Landscaping with Native or Drought Tolerant Species	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.3.8 Harvest and Use Precipitation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Discussion / justification for all "No" answers shown above:			
SD-3 - The existing condition is paved and the proposed condition will be paved.			
SD-4 - The majority of the development will be compacted for both the structure and the parking.			
SD-5 - Very little hardscape area could feasibly be dispersed into the minimal landscape areas.			

⁽¹⁾ Answer for each source control and site design category shall be pursuant to the following:
 • "Yes" means the project will implement the BMP as described in Chapter 4 and/or Appendix E of the BMP Design Manual. Discussion / justification is not required.
 • "No" means the BMP is applicable to the project but it is not feasible to implement. Discussion / justification must be provided.
 • "N/A" means the BMP is not applicable at the project site because the project does not include the feature that is addressed by the BMP (e.g., the project has no outdoor materials storage areas). Discussion / justification may be provided.

The City of San Diego | Storm Water Standards
Form I-5A | January 2018 Edition

PAUL FISHER
 PROJECTION ENGINEERING, INC.
 1230 CEDAR STREET
 RAMONA, CA 92065
 PH: 760-443-6504
 EMAIL: paulfisher@projectionengineering.com

DATE EXP. 12-31-19
 R.C.E. NO. 71549

7/24/2018
 DATE:



PRIVATE CONTRACT
 WATER/SEWER NOTES AND STORM WATER FORMS
O FEDERAL BOULEVARD
SAN DIEGO, CA 92114
 BRIEF LEGAL DESCRIPTION: A PORTION OF LOT 24, BLOCK 25 OF MAP NO. 2121

C.4

CITY OF SAN DIEGO, CALIFORNIA
 Development Services Department
 SHEET 4 OF 4 SHEETS

I.O. NO. 24007747
 PROJECT NO. 598124

CAD FILE: K:\Personal\Projection Engineering, Inc\Projects\180307 - O Federal Boulevard\Engineering\Plans\3 - Production\DMG\Preliminary\Engh - Layout1
 ATTACHED IMAGES: Images: 03 - O Federal Boulevard - Forms I-4 and I-5, 001.jpg, Images: 03 - O Federal Boulevard - Forms I-4 and I-5, 002.jpg
 ATTACHED XREFS: Xref: O Federal Boulevard - Cit Sheet - G



P4

P3

P2

P1



P8

P7

P6

P5



P12

P11

P10

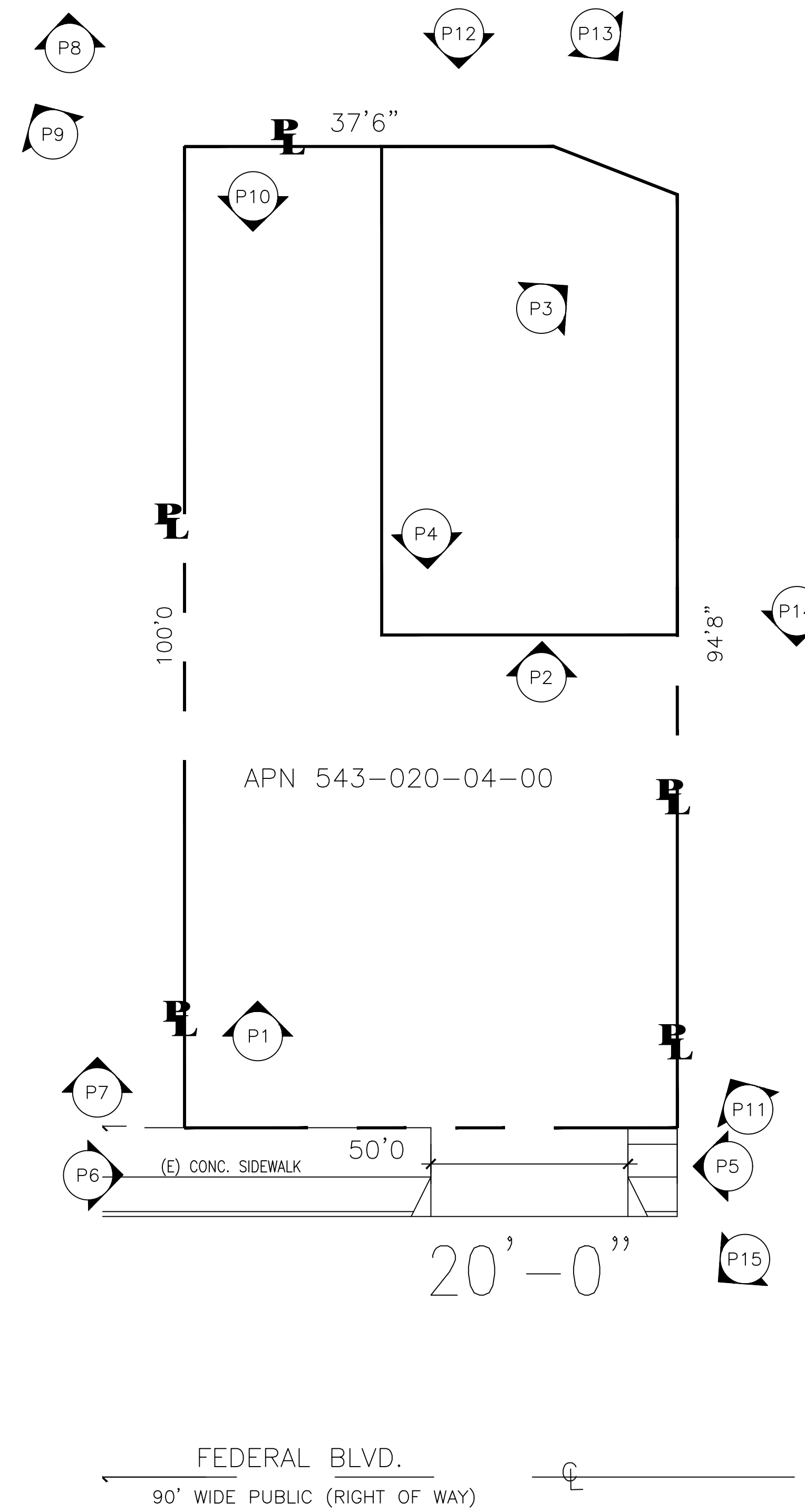
P9



P15

P14

P13



Existing Site Plan
N.T.S.



project title :
pacific design concepts, llc
6725-s. eastern avenue
las vegas, nevada 89118
(702) 454-5842 fax (702) 454-7842

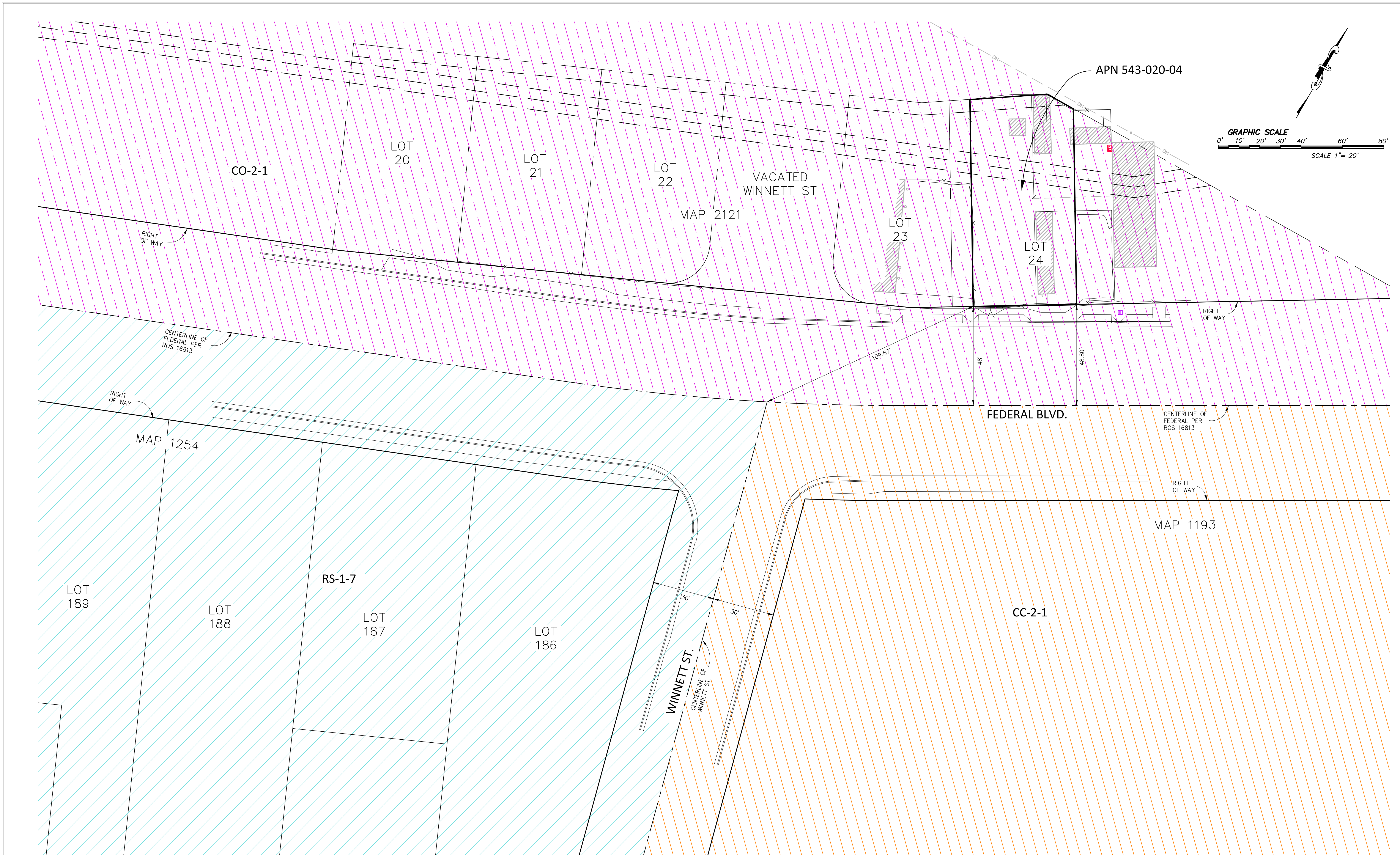
project title :
**FEDERAL BLVD.
M.R.D.**
FEDERAL BLVD.
SAN DIEGO CA. 92114

consultant :
Photo Survey

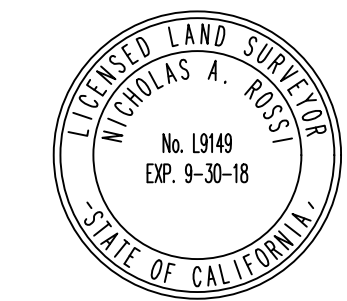
issue dates :
drawn by :
checked by :
project no. :
revisions :
sheet no.

PS

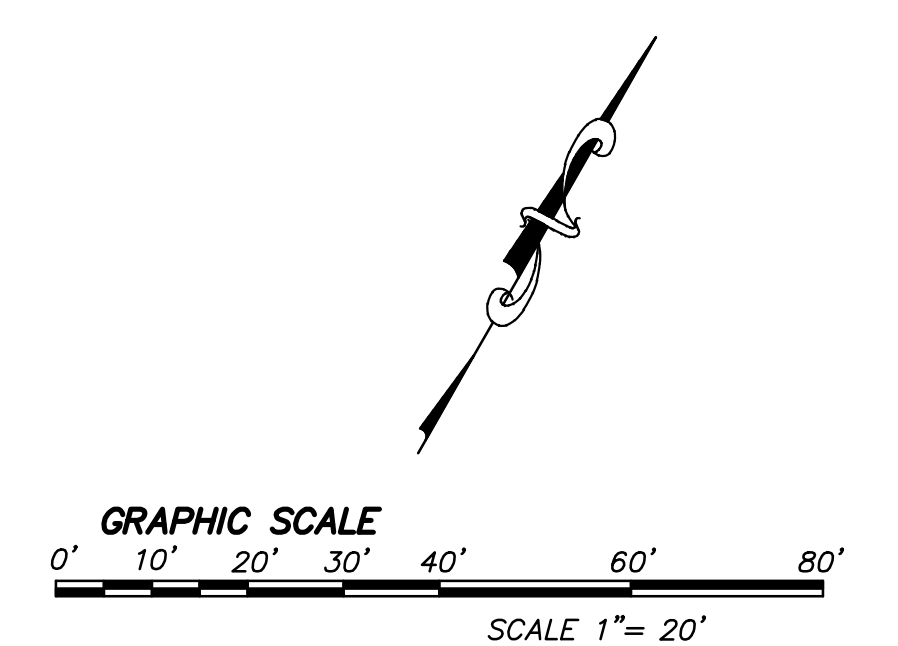
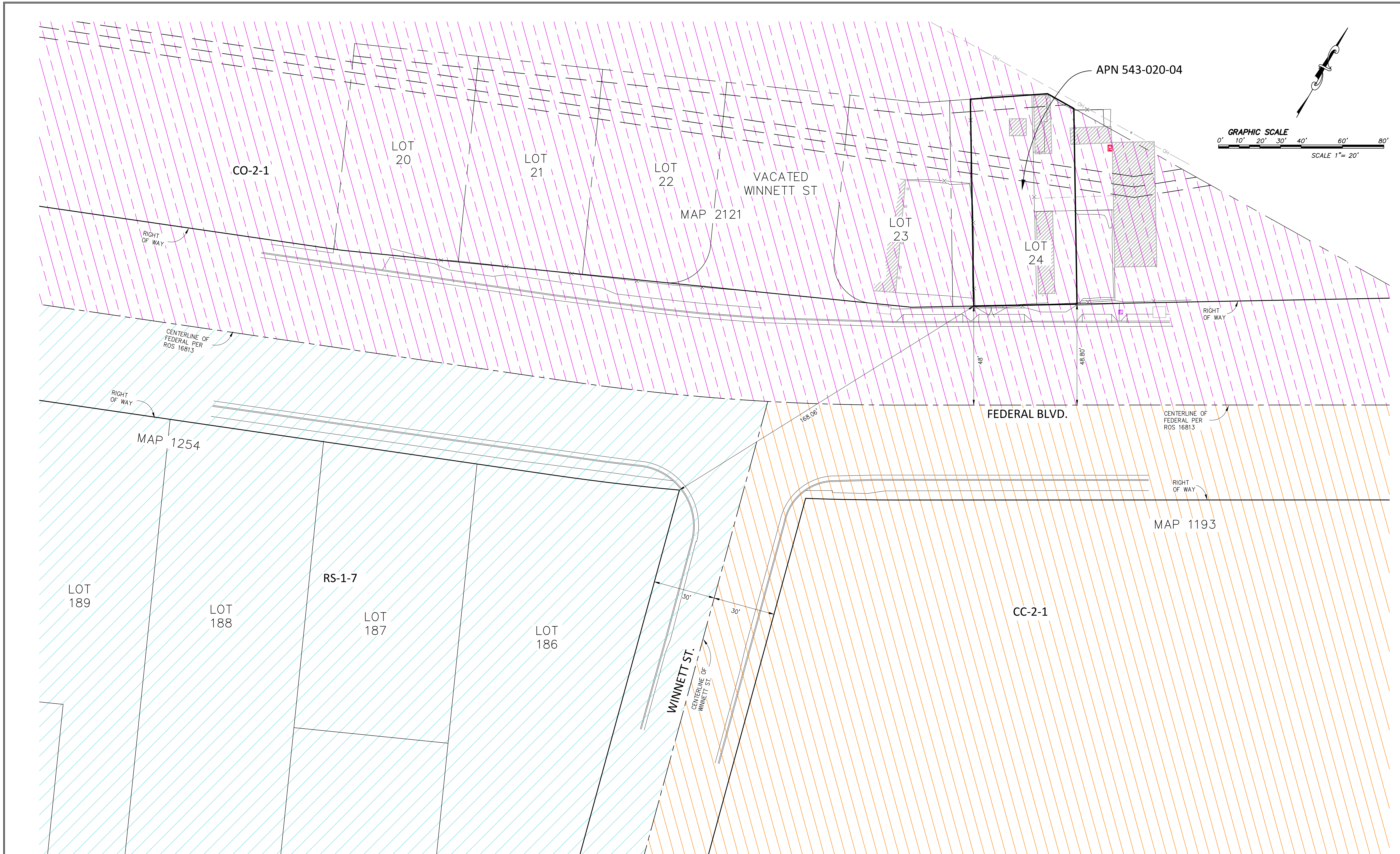
as instruments of service these drawings and specifications are the property of the architect and may not be reproduced or used for any purpose without the architects written consent. copies of the drawings and specifications retained by the client may be utilized only for their use and for occupying the project for which they were prepared, and not for construction of any other projects. any use or reproduction of this drawing in whole or part by any means whatsoever is strictly prohibited. these documents are not final and ready for use, and therefore not valid, unless they are sealed, signed, and dated. ncc 023760 pacific design concepts, llc © 2015.



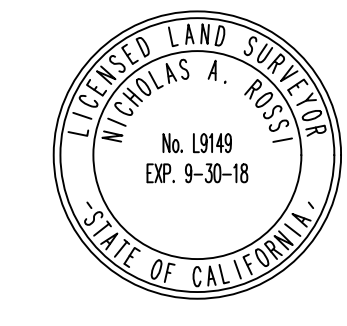
NO.	BY	DATE	REVISIONS:



ZONE EXHIBIT #1 APN 543-020-04		SHEET NUMBER 1
		OF 1 SHEETS
PREPARED FOR: A. MAGAGNA		SCALE HORIZONTAL: 1"=20'
DATE SUBMITTED: 4/27/2018		JOB NUMBER 18-0001

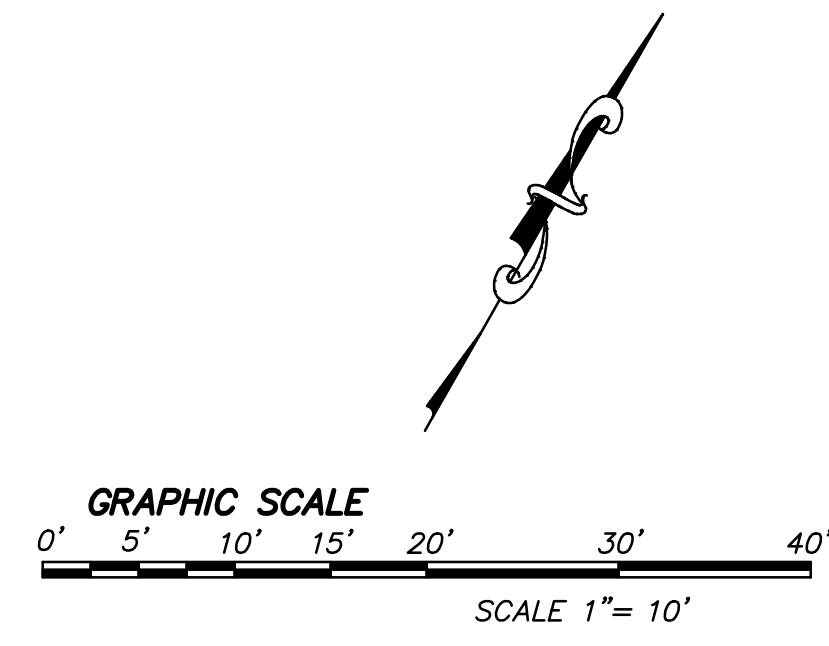


NO.	BY	DATE	REVISIONS:



<h2>ZONE EXHIBIT #2</h2> <p>APN 543-020-04</p>		SHEET NUMBER 1
		OF 1 SHEETS
PREPARED FOR: A. MAGAGNA		SCALE HORIZONTAL: 1"=20'
DATE SUBMITTED: 4/27/2018		JOB NUMBER 18-0001

ATTACHMENT 11



NOTES

THIS IS A TOPOGRAPHIC AND BOUNDARY SURVEY OF LOT 24 PER MAP No. 2121, DATED 7/20/1928.

WORK WAS PERFORMED ON 3/11/2018.

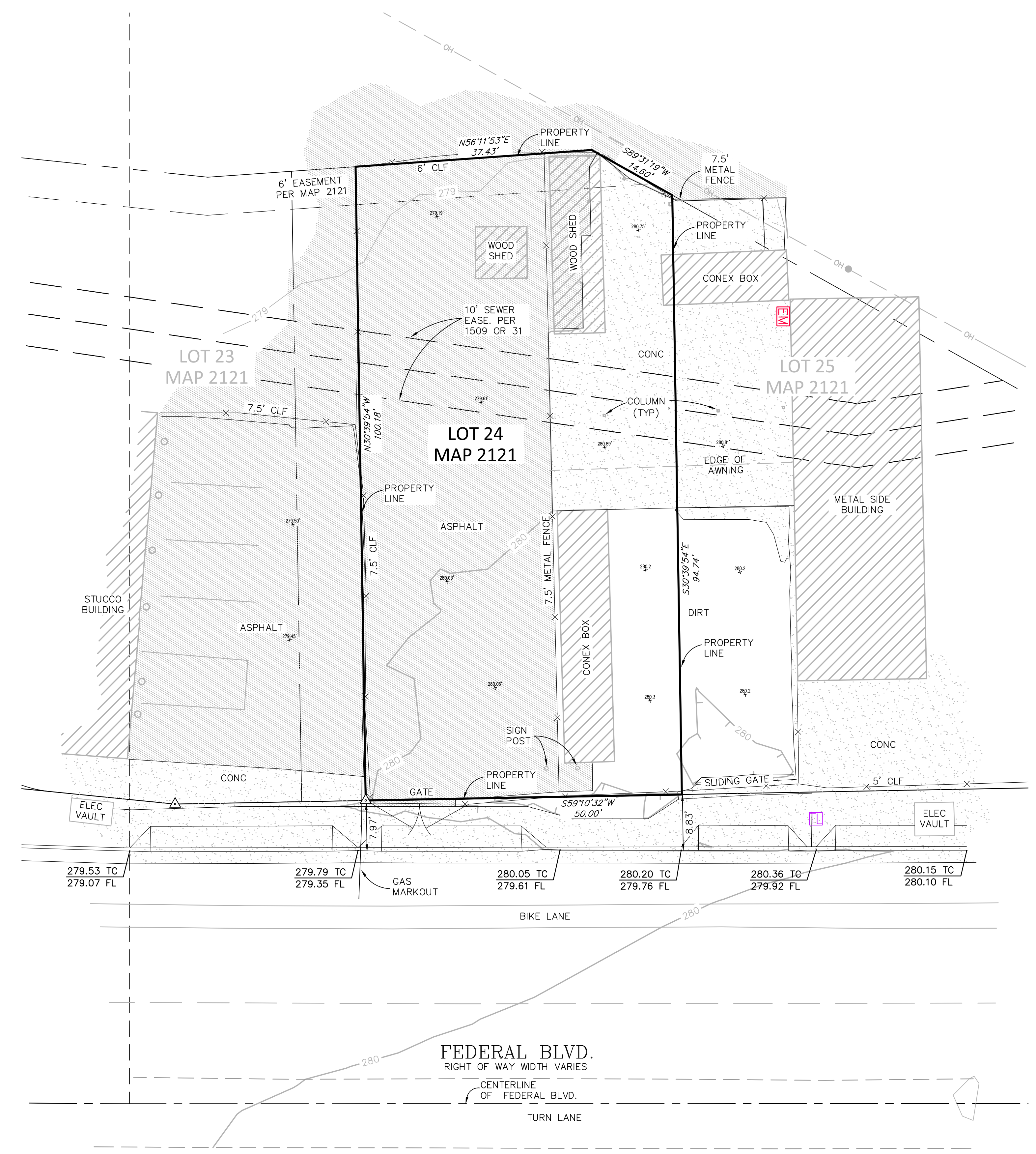
BASIS OF COORDINATES:
THE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 AND ARE EXPRESSED IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM 1983, ZONE VI, AT EPOCH 1991.35, AND ARE BASED ON POINT #1180 PER PUBLISHED RECORD OF SURVEY 14492. THE GRID VALUE FOR #1180 = N-1846204.970 SFT, E-6313639.600 SFT.

BASIS OF BEARINGS:
BEARINGS ARE REFERENCED TO GRID NORTH AS DEFINED BY THE CALIFORNIA COORDINATE SYSTEM 1983, ZONE VI AND ARE BASED ON THE OBSERVED LINE FROM POINT #1180 TO POINT #1181, SAID BEARING = S 47°26'27" W

BASIS OF ELEVATION:
ELEVATIONS ARE REFERENCED TO NGVD29, UTILIZING GEOID12A AND DETERMINED LOCALLY BY CITY OF SAN DIEGO BENCHMARK. BENCHMARK IS A NORTHEAST BRASS PLUG AT THE INTERSECTION OF CHARLENE AND MALLARD. NGVD ELEVATION = 382.543 SFT.

LEGEND

- TELEPHONE RISER
- ELECTRIC METER
- FOUND LEAD AND DISC LS5758
- CHAINLINK FENCE
- SPOT ELEVATION
- SUBJECT PROPERTY LINES
- NEIGHBORING PROPERTY LINES
- FENCE LINE AS NOTED



NO.	BY	DATE	REVISIONS:
1	NAR	3/13/18	ADDED EASEMENT INFO
2	NAR	5/02/18	CHANGE EASEMENT INFO



TOPOGRAPHIC MAP & BOUNDARY SURVEY

PREPARED FOR: A. MAGAGNA DATE SUBMITTED: 3/12/2018

SHEET NUMBER	1
OF	1
SHEETS	
SCALE	HORIZONTAL: 1"=10'
JOB NUMBER	18-0001

EXHIBIT A2.3

Period Covered:
 From 07/1/2018
 To 09/30/2018

CITY OF SAN DIEGO

LOBBYING FIRM QUARTERLY DISCLOSURE REPORT [Form EC-603]

For Official Use Only

E-Filed
 10/25/2018
 14:33:20
 Filing ID:
 174483229

Total # of Pages: 7

Check Box if an Amendment (explain: _____)

Check Box if Terminating Status as a Lobbying Firm

Identify the Firm:

<u>Vanst Law LLP</u>		_____	
Name of Lobbying Firm		Telephone Number	
_____		_____	
Business Address (Number & Street)		San Diego	CA 92110
		(City)	(State) (Zip)

Disclosure Schedules:

Schedule A: Client Disclosure. You must complete Schedule A-1 or A-2 for each registered client.

Check box (and attach schedule) if the firm has activity to report on this schedule for the reporting period.
 Check box (do not attach schedule) if the firm has no activity to report on this schedule for the reporting period.

YES	NO	You <u>MUST</u> check one box for each of the following schedules.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule B: Activity Expenses. Activity expenses made during the reporting period.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule C: Candidate Contributions. Contributions of \$100 or more made to support or oppose a City candidate during the reporting period.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule D: Ballot Measure Contributions. Contributions of \$100 or more made to a City candidate-controlled ballot measure committee during the reporting period.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule E: Fundraising Activities. Fundraising activities by owners, officers, and lobbyists in the amount of \$2,000 or more during the reporting period.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule F: Campaign Services. Paid campaign-related services personally provided by owners, officers, and lobbyists during the reporting period.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule G: City Contract Services. Paid services personally provided by owners, officers, and lobbyists under a City contract during the reporting period.

VERIFICATION

I have been authorized by the Lobbying Firm identified above to make this verification. I have exercised reasonable diligence in the course of reviewing this Quarterly Disclosure Report for completeness and accuracy. I declare under penalty of perjury under the laws of the State of California that the contents of this Quarterly Disclosure Report, including all attached schedules, are true, correct, and complete, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on 10/25/2018 at San Diego, California
 (Date) (City and State)

By: _____ Cynthia Morgan-Reed _____ Partner
 (Signature) (Print Name) (Title)

SCHEDULE A-1: CLIENT DISCLOSURE (Lobbying Contacts) Page 2 of 7

Name of Lobbying Firm: Vanst Law LLP

Fill out a Schedule A-1 for each client for whom the firm had at least one lobbying contact during the reporting period. Fill out a separate Schedule A-1 for each decision lobbied on by the firm for the client.

NAME OF CLIENT: Aaron Magagna Telephone No.: _____

Client's Address (Number & Street) _____ San Diego _____ CA _____ 92111 _____
 (City) (State) (Zip)

TOTAL COMPENSATION for all decisions lobbied on for the client, to the nearest \$1,000: \$ 22,565.32

Check this box if the firm lobbied for this client on a contingency basis during the reporting period.

MUNICIPAL DECISION (per Registration, plus specifics if necessary): Assist with processing Client's Marijuana Outlet application for 6220 1/3 Federal Blvd, San Diego California 92114.

A. Outcome Sought (per Registration, plus specifics if necessary): Approval of client's Marijuana outlet application to obtain a Conditional Use Permit for 6220 1/3 Federal Blvd., San Diego, CA 92114. Opposing a competing Marijuana Outlet application at 6176 Federal Blvd., San Diego, CA 92114

B. Name of each Lobbyist in the firm who lobbied City Officials regarding this municipal decision:

Cynthia Morgan-Reed _____

C. Name and Department of each City Official lobbied:

Name: <u>Laura Black</u>	Department: <u>Development Services Department</u>
Name: <u>Cherlyn Cac</u>	Department: <u>Development Services</u>
Name: <u>J Fisher</u>	Department: <u>Development Services</u>
Name: <u>M Sokolowski</u>	Department: <u>Development Services</u>
Name: _____	Department: _____
Name: _____	Department: _____
Name: _____	Department: _____
Name: _____	Department: _____
Name: _____	Department: _____
Name: _____	Department: _____

Comments: _____

If more space is needed, check box and attach continuation sheet(s).

SCHEDULE A-1: CLIENT DISCLOSURE (Lobbying Contacts) Page 3 of 7

Name of Lobbying Firm: Vanst Law LLP

Fill out a Schedule A-1 for each client for whom the firm had at least one lobbying contact during the reporting period. Fill out a separate Schedule A-1 for each decision lobbied on by the firm for the client.

NAME OF CLIENT: C&B Black Mountain, LLC Telephone No.: _____

Client's Address (Number & Street) _____ San Diego _____ CA _____ 92121
 (City) (State) (Zip)

TOTAL COMPENSATION for all decisions lobbied on for the client, to the nearest \$1,000: \$ 2,079.50

Check this box if the firm lobbied for this client on a contingency basis during the reporting period.

MUNICIPAL DECISION (per Registration, plus specifics if necessary): See attachment 1.

A. Outcome Sought (per Registration, plus specifics if necessary): Oppose the expansion of Urbn Leaf's pending Marijuana Production Facility Conditional Use Permit application (Project #585598).

B. Name of each Lobbyist in the firm who lobbied City Officials regarding this municipal decision:

Cynthia Morgan-Reed _____

C. Name and Department of each City Official lobbied:

Name: Mike Richmond Department: Development Services

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Comments: _____

If more space is needed, check box and attach continuation sheet(s).

SCHEDULE A-1: CLIENT DISCLOSURE (Lobbying Contacts) Page 4 of 7

Name of Lobbying Firm: Vanst Law LLP

Fill out a Schedule A-1 for each client for whom the firm had at least one lobbying contact during the reporting period. Fill out a separate Schedule A-1 for each decision lobbied on by the firm for the client.

NAME OF CLIENT: Jacobs Center Telephone No.: _____

Client's Address (Number & Street) _____ San Diego _____ CA _____ 92114
 (City) (State) (Zip)

TOTAL COMPENSATION for all decisions lobbied on for the client, to the nearest \$1,000: \$ 297.50

Check this box if the firm lobbied for this client on a contingency basis during the reporting period.

MUNICIPAL DECISION (per Registration, plus specifics if necessary): Determination of whether vesting tentative parcel map for Northwest Village project has expired or was planned as a phased Final Map.

A. Outcome Sought (per Registration, plus specifics if necessary): Determination of vesting tentative parcel map status.

B. Name of each Lobbyist in the firm who lobbied City Officials regarding this municipal decision:

Cynthia Morgan-Reed _____

C. Name and Department of each City Official lobbied:

Name: Greg Hopkins Department: Development Services Department

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Comments: _____

If more space is needed, check box and attach continuation sheet(s).

SCHEDULE A-1: CLIENT DISCLOSURE (Lobbying Contacts) Page 5 of 7

Name of Lobbying Firm: Vanst Law LLP

Fill out a Schedule A-1 for each client for whom the firm had at least one lobbying contact during the reporting period. Fill out a separate Schedule A-1 for each decision lobbied on by the firm for the client.

NAME OF CLIENT: MMOF RE SD LLC Telephone No.: _____

Client's Address (Number & Street) _____ Culver City _____ CA _____ 90232
 (City) (State) (Zip)

TOTAL COMPENSATION for all decisions lobbied on for the client, to the nearest \$1,000: \$ 25,057.50

Check this box if the firm lobbied for this client on a contingency basis during the reporting period.

MUNICIPAL DECISION (per Registration, plus specifics if necessary): Amendment of Client's Marijuana Outlet Conditional Use Permit.

A. Outcome Sought (per Registration, plus specifics if necessary): Assist client to allow design element changes through substantial conformance or amendment of the Conditional Use Permit for the property located at 5125 Convoy Street, San Diego, Ca 92111.

B. Name of each Lobbyist in the firm who lobbied City Officials regarding this municipal decision:

Cynthia Morgan-Reed _____

C. Name and Department of each City Official lobbied:

Name: Cherlyn Cac Department: Development Services

Name: Laura Black Department: Development Services Department

Name: PJ Fitzgerald Department: Development Services

Name: T Sherer Department: Development Services

Name: A Young Department: Councilmember Cate

Name: T Daly Department: Development Services

Name: J Fisher Department: Development Services

Name: M Sokolowski Department: Development Services

Name: _____ Department: _____

Name: _____ Department: _____

Name: _____ Department: _____

Comments: _____

If more space is needed, check box and attach continuation sheet(s).

Vanst Law LLP
For quarter 07/1/2018 to 09/30/2018
Schedule A-1
Attachment 1
C&B Black Mountain, LLC

Municipal Decision: Assist client with legal analysis of the current MJ Outlet Conditional Use Permit operating at 1028 Buenos Avenue San Diego by Urbn Leaf. Oppose the expansion of Urbn Leaf's pending Marijuana Production Facility Conditional Use Permit application (Project #585598).

SCHEDULE A-2: CLIENT DISCLOSURE (No Lobbying Contacts)

Name of Lobbying Firm: Vanst Law LLP

Complete a box for each registered client for whom the Lobbying Firm had no lobbying contacts during the reporting period.

NAME OF CLIENT: <u>Emmes Realty Services</u>		Telephone No.: _____	
Client's Address (Number & Street)	<u>Irvine</u> (City)	<u>CA</u> (State)	<u>92612</u> (Zip)
Contingency fees earned for lobbying performed in a previous reporting period (to the nearest \$1,000): \$ <u>0.00</u>			

NAME OF CLIENT: <u>LPP Lane Field</u>		Telephone No.: _____	
Client's Address (Number & Street)	<u>Atlanta</u> (City)	<u>GA</u> (State)	<u>30303</u> (Zip)
Contingency fees earned for lobbying performed in a previous reporting period (to the nearest \$1,000): \$ <u>0.00</u>			

NAME OF CLIENT: <u>T2 Development</u>		Telephone No.: _____	
Client's Address (Number & Street)	<u>Newport Beach</u> (City)	<u>CA</u> (State)	<u>92660</u> (Zip)
Contingency fees earned for lobbying performed in a previous reporting period (to the nearest \$1,000): \$ <u>0.00</u>			

NAME OF CLIENT: <u>Excel Hotel Group</u>		Telephone No.: _____	
Client's Address (Number & Street)	<u>San Diego</u> (City)	<u>CA</u> (State)	<u>92131</u> (Zip)
Contingency fees earned for lobbying performed in a previous reporting period (to the nearest \$1,000): \$ <u>0.00</u>			

NAME OF CLIENT: <u>Jeff Jordan</u>		Telephone No.: _____	
Client's Address (Number & Street)	<u>San Diego</u> (City)	<u>CA</u> (State)	<u>92103</u> (Zip)
Contingency fees earned for lobbying performed in a previous reporting period (to the nearest \$1,000): \$ <u>0.00</u>			

NAME OF CLIENT: _____		Telephone No.: _____	
Client's Address (Number & Street)	_____ (City)	_____ (State)	_____ (Zip)
Contingency fees earned for lobbying performed in a previous reporting period (to the nearest \$1,000): \$ _____			

Comments: _____

If more space is needed, check box and attach continuation sheet(s).

EXHIBIT 1.0

201206010121



State of California Secretary of State

LLC-1 File #

FILED in the office of the Secretary of State of the State of California

FEB 28 2012

Limited Liability Company Articles of Organization

A \$70.00 filing fee must accompany this form.

Important - Read Instructions before completing this form.

This Space For Filing Use Only

Entity Name (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY
JL 6TH Avenue Property, LLC

Purpose (The following statement is required by statute and should not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

Initial Agent for Service of Process (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS
Larry Geraci

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE
5402 Ruffin Road, Suite 200 San Diego CA 92123

Management (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- ONE MANAGER
MORE THAN ONE MANAGER
ALL LIMITED LIABILITY COMPANY MEMBER(S)

Additional Information

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

Execution

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

2/28/2012

DATE

[Handwritten Signature]

SIGNATURE OF ORGANIZER

NIKKI ARUTYUNYAN

TYPE OR PRINT NAME OF ORGANIZER



State of California
Secretary of State

L

41

STATEMENT OF INFORMATION
(Limited Liability Company)

Filing Fee \$20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
in the office of the Secretary of State
of the State of California

APR 20 2012

This Space For Filing Use Only

1. LIMITED LIABILITY COMPANY NAME
JL 6TH Avenue Property, LLC

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER
201206010121

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)
California

No Change Statement

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5402 Ruffin Road, Suite 200	San Diego	CA	92123
6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5	CITY	STATE	ZIP CODE
7. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY)	CITY	STATE	ZIP CODE
5402 Ruffin Road, Suite 200	San Diego	CA	92123

Name and Complete Address of the Chief Executive Officer, If Any

8. NAME	ADDRESS	CITY	STATE	ZIP CODE

Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Larry Geraci	5402 Ruffin Road, Suite 200	San Diego	CA	92123
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
Jeffrey Kacha	5402 Ruffin Road, Suite 200	San Diego	CA	92123
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS
Larry Geraci

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
5402 Ruffin Road, Suite 200	San Diego	CA	92123

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY
Investment property

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

8-15-12 DATE
Larry Geraci TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM
Member TITLE
 SIGNATURE



Secretary of State
Statement of No Change
(Limited Liability Company)

LLC-12NC

21-G22544

FILED

In the office of the Secretary of State
of the State of California

NOV 29, 2021

This Space For Office Use Only

IMPORTANT — [Read instructions](#) before completing this form. This form may be used only if a complete Statement of Information has been filed previously and there has been no change.

Filing Fee – \$20.00

Copy Fee – \$1.00;
Certification Fee - \$5.00 plus copy fee

1. Limited Liability Company Name (Enter the **exact** name of the LLC as it is recorded with the California Secretary of State. Note: If you registered in California using an alternate name, [see instructions](#).)

JL 6TH AVENUE PROPERTY, LLC

2. 12-Digit Secretary of State File Number

201206010121

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. No Change Statement (Do not alter the No Change Statement. If there has been any change, please complete a Statement of Information (Form LLC-12).)

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

5. The information contained herein is true and correct.

11/29/2021

Date

Larry Geraci

Type or Print Name of Person Completing the Form

Member

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. [\(SEE INSTRUCTIONS BEFORE COMPLETING.\)](#))

Name: []

Company:

Address:

City/State/Zip: []

EXHIBIT 1.1

Calendar Year
2016

CITY OF SAN DIEGO

LOBBYING FIRM REGISTRATION FORM [Form EC-601]

For Official Use Only

E-Filed
11/03/2016
12:16:03
Filing ID:
162223318

Lobbyists Added: 1
Clients Added: 7
Fees Due: \$ 324.00

Check Box if an Amendment (explain: New client registrations)

Total Number of Pages: 16 (including cover sheet)

Identify the Firm.

Bartell & Associates		Telephone Number	
Name of Lobbying Firm		San Diego	92108
Business Address (Number & Street)		(City)	(State) (Zip)

Schedule A: Lobbyist Disclosure. Complete this schedule by identifying each individual in the firm who has lobbied the City during the 30 days prior to registration, or is expected to lobby the City during the year.

Schedule B: Client Disclosure. Complete this schedule by identifying each client for whom the firm provides lobbying services.

Schedule C: Activities Disclosure. Complete this schedule if any "Yes" boxes are checked.

Check box if the firm has information to report regarding the applicable activity.
Check box if the firm has no information to report regarding the applicable activity.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 1: Fundraising Activities. Owners, compensated officers, and lobbyists who engaged in "fundraising activities" for the benefit of a current elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 2: Campaign Services. Owners, compensated officers, and lobbyists who provided compensated campaign services to an elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 3: Contract Services. Owners, compensated officers, and lobbyists who provided compensated services under a City contract within the last two years.

Schedule D: Deleting Clients & Lobbyists (Amendment Only). Complete this schedule if removing clients or lobbyists from your registration (must check the amendment box above).

VERIFICATION

I have been authorized by the Lobbying Firm identified above to make this verification. I have reviewed and understand the requirements of the Lobbying Ordinance (San Diego Municipal Code §§ 27.4001-27.4055). I have exercised reasonable diligence in the course of reviewing this Registration Form for completeness and accuracy. I declare under penalty of perjury under the laws of the State of California that the contents of this Registration Form, including all attached schedules, are true, correct, and complete, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on 11/03/2016 at San Diego, CA
(Date) (City and State)

By: _____ Jim Bartell _____ President
(Signature) (Print Name) (Title)

Email address for a point of contact within the firm (optional): _____

Registration terminates every January 5; annual re-registration is required.

Name of Lobbying Firm: Bartell & Associates

CLIENT'S NAME: <u>JL 6th Avenue Property LLC</u>	Telephone No.: _____		
Client's Address _____	<u>San Diego</u>	<u>CA</u>	<u>92123</u>
(Number & Street)	(City)	(State)	(Zip)
Nature and Purpose of Client's Business: <u>Development</u>			
Specific or General Municipal Decisions (see instructions): <u>Building permit for 1033 6th Ave.</u>			
Outcome(s) sought: <u>Approval of building permit</u>			
If this client is a coalition or membership organization, state the name, address, and telephone number of each member of the coalition who has reached the \$1,000 threshold (see instructions):			

CLIENT'S NAME: _____	Telephone No.: _____		
Client's Address _____	_____	_____	_____
(Number & Street)	(City)	(State)	(Zip)
Nature and Purpose of Client's Business: _____			
Specific or General Municipal Decisions (see instructions): _____			
Outcome(s) sought: _____			
If this client is a coalition or membership organization, state the name, address, and telephone number of each member of the coalition who has reached the \$1,000 threshold (see instructions):			

Comments: _____

If more space is needed, check box and attach continuation sheet(s).

Form EC-601 (Rev. 10/09/12)

SCHEDULE D: DELETING CLIENTS & LOBBYISTS (Amendment Only)

Name of Lobbying Firm: Bartell & Associates

Page 16 of 18

DELETING CLIENTS

EXHIBIT 1.2

Calendar Year
2016

CITY OF SAN DIEGO

**LOBBYING FIRM
REGISTRATION FORM**
[Form EC-601]

For Official Use Only

E-Filed
01/31/2017
13:41:05

Filing ID
163053930

Lobbyists Added: _____ 0
 Clients Added: _____ 0
 Fees Due: \$ _____ 0.00

Check Box if an Amendment (explain: Firm registration amendment)

Total Number of Pages: 15 (including cover sheet)

Identify the Firm.

Bartell & Associates			
Name of Lobbying Firm		Telephone Number	
Business Address (Number & Street)		San Diego (City)	CA 92108 (State) (Zip)

Schedule A: Lobbyist Disclosure. Complete this schedule by identifying each individual in the firm who has lobbied the City during the 30 days prior to registration, or is expected to lobby the City during the year.

Schedule B: Client Disclosure. Complete this schedule by identifying each client for whom the firm provides lobbying services.

Schedule C: Activities Disclosure. Complete this schedule if any "Yes" boxes are checked.

Check box if the firm has information to report regarding the applicable activity.
 Check box if the firm has no information to report regarding the applicable activity.

YES	NO	You MUST check one box for each part of Schedule C.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 1: Fundraising Activities. Owners, compensated officers, and lobbyists who engaged in "fundraising activities" for the benefit of a current elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 2: Campaign Services. Owners, compensated officers, and lobbyists who provided compensated campaign services to an elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 3: Contract Services. Owners, compensated officers, and lobbyists who provided compensated services under a City contract within the last two years.

Schedule D: Deleting Clients & Lobbyists (Amendment Only). Complete this schedule if removing clients or lobbyists from your registration (must check the amendment box above).

VERIFICATION

I have been authorized by the Lobbying Firm identified above to make this verification. I have reviewed and understand the requirements of the Lobbying Ordinance (San Diego Municipal Code §§ 27.4001-27.4055). I have exercised reasonable diligence in the course of reviewing this Registration Form for completeness and accuracy. I declare under penalty of perjury under the laws of the State of California that the contents of this Registration Form, including all attached schedules, are true, correct, and complete, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on 12/23/2016 at San Diego
 (Date) (City and State)

By: _____
 (Signature) Jim Bartell (Print Name) President (Title)

Email address for a point of contact within the firm (optional): _____

Registration terminates every January 5; annual re-registration is required.

SCHEDULE B: CLIENT DISCLOSURE

Name of Lobbying Firm: Bartell & Associates

CLIENT'S NAME: JL 6th Avenue Property LLC Telephone No.: _____

Client's Address (Number & Street) _____ San Diego (City) CA (State) 92123 (Zip)

Nature and Purpose of Client's Business: Development

Specific or General Municipal Decisions (see instructions): Building permit for 1033 6th Ave.

Outcome(s) sought: Approval of building permit

If this client is a coalition or membership organization, state the name, address, and telephone number of each member of the coalition who has reached the \$1,000 threshold (see instructions):

CLIENT'S NAME: _____ Telephone No.: _____

Client's Address (Number & Street) _____ (City) _____ (State) _____ (Zip)

Nature and Purpose of Client's Business: _____

Specific or General Municipal Decisions (see instructions): _____

Outcome(s) sought: _____

If this client is a coalition or membership organization, state the name, address, and telephone number of each member of the coalition who has reached the \$1,000 threshold (see instructions):

Comments: _____

If more space is needed, check box and attach continuation sheet(s).

EXHIBIT 1.3

Calendar Year
20 17

CITY OF SAN DIEGO

**LOBBYING FIRM
REGISTRATION FORM**
[Form EC-601]

For Official Use Only

E-Filed
02/09/2017
16 23 19

Filing ID:
163251623

Lobbyists Added:	0
Clients Added:	3
Fees Due: \$	90.00

Check Box if an Amendment (explain: Additional lobbying firm
registration disclosures)

Total Number of Pages: 19 (including cover sheet)

Identify the Firm.

<u>Bartell & Associates</u>			
Name of Lobbying Firm		Telephone Number	
<u>San Diego</u>		<u>CA</u>	<u>92108</u>
Business Address (Number & Street)	(City)	(State)	(Zip)

Schedule A: Lobbyist Disclosure. Complete this schedule by identifying each individual in the firm who has lobbied the City during the 30 days prior to registration, or is expected to lobby the City during the year.

Schedule B: Client Disclosure. Complete this schedule by identifying each client for whom the firm provides lobbying services.

Schedule C: Activities Disclosure. Complete this schedule if any "Yes" boxes are checked.

Check box if the firm has information to report regarding the applicable activity.
 Check box if the firm has no information to report regarding the applicable activity.

YES	NO	You MUST check one box for each part of Schedule C.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 1: Fundraising Activities. Owners, compensated officers, and lobbyists who engaged in "fundraising activities" for the benefit of a current elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 2: Campaign Services. Owners, compensated officers, and lobbyists who provided compensated campaign services to an elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 3: Contract Services. Owners, compensated officers, and lobbyists who provided compensated services under a City contract within the last two years.

Schedule D: Deleting Clients & Lobbyists (Amendment Only). Complete this schedule if removing clients or lobbyists from your registration (must check the amendment box above).

VERIFICATION

I have been authorized by the Lobbying Firm identified above to make this verification. I have reviewed and understand the requirements of the Lobbying Ordinance (San Diego Municipal Code §§ 27.4001-27.4055). I have exercised reasonable diligence in the course of reviewing this Registration Form for completeness and accuracy. I declare under penalty of perjury under the laws of the State of California that the contents of this Registration Form, including all attached schedules, are true, correct, and complete, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on 02/09/2017 at San Diego, CA
(Date) (City and State)

By: _____
(Signature) Adrian Kwiatkowski (Print Name) Vice President (Title)

Email address for a point of contact within the firm (optional): _____

Registration terminates every January 5; annual re-registration is required.

Calendar Year
2017

CITY OF SAN DIEGO

LOBBYING FIRM REGISTRATION FORM [Form EC-601]

For Official Use Only

E-Filed
02/09/2017
16:23:19
Filing ID:
163251623

Check Box if an Amendment (explain: Additional lobbying firm
registration disclosures)

Total Number of Pages: 19 (including cover sheet)

Lobbyists Added: 0

Clients Added: 3

Fees Due: \$ 90.00

Identify the Firm.

Bartell & Associates			
Name of Lobbying Firm		Telephone Number	
Business Address (Number & Street)		San Diego	CA 92108
		(City)	(State) (Zip)

Name of Lobbying Firm: Bartell & Associates

CLIENT'S NAME: <u>JL 6th Avenue Property LLC</u>	Telephone No.:
Client's Address (Number & Street)	<u>San Diego</u> <u>CA</u> <u>92123</u>
	(City) (State) (Zip)
Nature and Purpose of Client's Business: <u>Development</u>	
Specific or General Municipal Decisions (see instructions): <u>Building permit for 1033 6th Ave.</u>	
Outcome(s) sought: <u>Approval of building permit</u>	
If this client is a coalition or membership organization, state the name, address, and telephone number of each member of the coalition who has reached the \$1,000 threshold (see instructions):	

CLIENT'S NAME: _____	Telephone No.:
Client's Address (Number & Street)	_____
	(City) (State) (Zip)
Nature and Purpose of Client's Business: _____	
Specific or General Municipal Decisions (see instructions): _____	
Outcome(s) sought: _____	

EXHIBIT 1.4

Calendar Year
2018

CITY OF SAN DIEGO

LOBBYING FIRM REGISTRATION FORM [Form EC-601]

For Official Use Only

E-Filed
09/14/2018
12:15:47
Filing ID
173867325

Lobbyists Added: 0
Clients Added: 2
Fees Due: \$ 62.18

Check Box if an Amendment (explain: Client registrations and clarifications)

Total Number of Pages: 21 (including cover sheet)

Identify the Firm.

Bartell & Associates		Telephone Number	
Name of Lobbying Firm		San Diego	CA 92108
Business Address (Number & Street)	(City)	(State)	(Zip)

Name of Lobbying Firm: Bartell & Associates

CLIENT'S NAME: <u>JL 6th Avenue Property LLC</u>	Telephone No.:
Client's Address (Number & Street)	San Diego CA 92123 (City) (State) (Zip)
Nature and Purpose of Client's Business: <u>Development and Operations of Medical Marijuana Dispensary</u>	
Specific or General Municipal Decisions (see instructions): <u>Approval of Medical Marijuana dispensary at 1033 6th Ave</u>	
Outcome(s) sought: <u>Approval of dispensary</u>	
If this client is a coalition or membership organization, state the name, address, and telephone number of each member of the coalition who has reached the \$1,000 threshold (see instructions):	

Bartell & Associates
Schedule B
Attachment 1
Razuki Investments

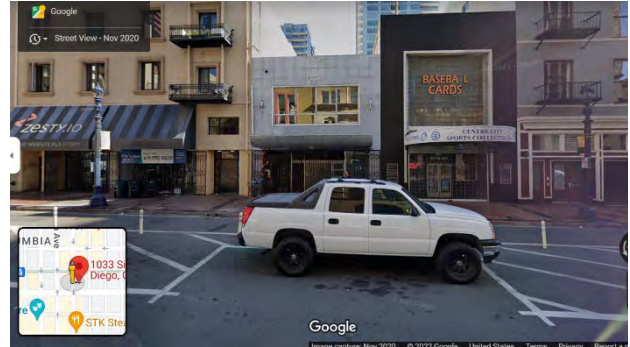
Municipal Decision: 8859 Balboa Ave., Units A-B, Medical Marijuana Dispensary and Manufacturing, 3385 Sunrise, San Diego, CA, Marijuana Manufacturing, 9212 Mira Este, San Diego, CA, Marijuana Manufacturing, 1065 Roselle St., San Diego, CA Marijuana Manufacturing, 5065-5085 Logan Ave., Code Enforcement issues

EXHIBIT 1.5

Larry Geraci
JL 6th Avenue Property, LLC
1033 6th Avenue, San Diego, CA 92101

This is a commercial storefront that, on behalf of Geraci/JL, Bartell lobbied the City of San Diego to turn into a Marijuana Outlet (MO). In none of the Bartell lobbying reports does he disclose, as is required information on these reports, that Geraci is the owner of JL.

This property clearly does not have the setbacks required of an MO by the City of San Diego Land Use Regulations. As such there is doubt that this address was ever even applied for as it's obvious it would not have even cleared a preliminary review by Development Services Department (DSD). On 05/31/22 a FOIA request was sent by certified mail to Planning-DSD to obtain any records that would prove Bartell had JL or whatever other entity Geraci might have used (he used a proxy, Rebecca Berry on the 6176 Federal CUP Application) to apply for a MO CUP at this property. If Geraci/JL never even applied for that CUP it begs the question, what was it that Bartell was actually lobbying for? Certainly not this location.



Bartell has a certain amount of influence with the City of San Diego. He can get properties rezoned so that they are in MO compliant zones. He can help hide his activities with the City of San Diego DSD manipulating the information the public sees on their website. He can represent clients where a murder can be ruled a suicide. He can avoid noticing the MO-CUP applicants who have been sanctioned for illegal cannabis activities within the City. He can testify at trial and the presiding judge will comment from the bench, while not designated as an expert, he was "impressive" and "we'll let the jury decide" on what his trial testimony represented. ([see Trial Transcript date 07/10/19 116:21-28, 117:1-2 GERACI v COTTON ET AL: 37-2017-00010073-CU-BC-CTL](#))

21 MR. WEINSTEIN: I prefer it, but, you know, the
22 only persons I think that testified about -- that would
23 be considered expert opinions are probably Ms. Austin
24 and Mr. Schweitzer. Those are the two.
25 THE COURT: Maybe Mr. Bartell.
26 MR. WEINSTEIN: And maybe Mr. Bartell.
27 THE COURT: Very impressive witness, by the
28 way. There were a lot of impressive witnesses in this

www.aplusCR.com Page 116

Transcript of Proceedings Geraci vs. Cotton, et al.
1 case, by the way. Parties and witnesses. We'll let the
2 jury decide.

There are other documents that will be provided here that shows how Bartell represented Geraci under LST Investments, LLC for the 6176 CUP and JL for the 1033 CUP. If there was no 1033 CUP application and Bartell was doing any lobbying, it was being done on the Magagna-6220 Federal Blvd CUP which he shows lobbying the DSD project managers for the LST CUP at 6176 Federal when the DSD project management team he lists in his lobbying report for 3rd quarter 2018 were paid \$1,000 and all had been assigned to the 6220 project.

What is described here comes nothing short of criminal activities. Unlike attorneys who can rely on attorney-client privileges, Bartell, as a lobbyist, must disclose these client relationships with the City of San Diego and be made available for public review. Both myself and Attorney Andrew Flores have been in touch with FBI Special Agent [REDACTED] to present them with information we had at the time. The information being provided herein is in addition to what Flores and I had available at the time we met with the FBI. To my knowledge there has been no action by any investigating agencies as to the evidence that has been given to them.

Darryl Cotton

EXHIBIT 1.6

Darryl Cotton
6176 Federal Blvd.
San Diego, CA 92114
151DarrylCotton@gmail.com
619.954.4447

May 31, 2022

The City of San Diego Planning Department
1010 Second Ave.
San Diego, CA. 92101

RE: CUP APPLICATION @ 1033 6th Avenue San Diego CA 92101

To Whom it May Concern,

I have been trying to determine if there was ever an attempt made to apply for a Conditional Use Permit for a Medical Marijuana Consumer Cooperative (MMCC), Marijuana Outlet (MO) or any other such identity that would engage in the licensed cannabis (marijuana) activities as defined in City Land Use Regulations anytime between 2015 and 2018. I'm interested in knowing if that CUP application was ever attempted and/or filed with the City. If the location did qualify under a preliminary review and it was given a project number I would be interested in any records you can provide me that would show who had applied for that CUP and what it's final disposition was. At present there is no evidence of a MO operating at that location.

In anticipation of your reply, I remain.



Darryl Cotton

SENT CERTIFIED MAIL RETURN RECEIPT REQUESTED 9590 9402 6443 0346 2289 54

On 08/11/22 the City of San Diego informed me that DSD had no records of a cannabis CUP ever being applied for at 1033 6th Avenue. This confirms my suspicions that Bartell was NOT lobbying on behalf of Geraci's property at 1033 6th Avenue but like in previous DSD fashion where they changed the APN for the 6220 Federal Blvd CUP application, this address was used to funnel lobbying money by Geraci thru Bartell to see that Geraci's interests in having the 6220 CUP approved and the 6176 CUP denied could be financed. This is an entire line of questioning that needs to be brought up in discovery.

Request 22-4063 **Closed**

Dates

Received
August 1, 2022 via web

Request

CUP Application for 1033 6th Avenue, 92101

Timeline
Documents

Request Published
Public

August 14, 2022, 9:35pm

Request Closed ^
Public

No responsive documents

The City of San Diego has no responsive documents.

August 11, 2022, 7:55am by Ginger Rodriguez, Public Records Administration Coordinator

External Message ^
Requester + Staff

Good morning,

After a diligent search and reasonable inquiry the Development Services Department has determined that it has no records responsive to your CPRA request #22-4063. This concludes the City's response.

Kind regards.

August 11, 2022, 7:55am by Ginger Rodriguez, Public Records Administration Coordinator (Staff)

External Message ^
Requester + Staff

Please be advised that City staff have received your CPRA request. Within the next 10 days, we will determine whether your request seeks copies of disclosable records in the City's possession or whether the City will require an extension. If your request is submitted on a Saturday, Sunday, or City holiday, the City considers the request received on the following business day.

August 1, 2022, 8:36am

Department Assignment
Public

Development Services

August 1, 2022, 8:36am

Request Opened
Public

Request received via web

August 1, 2022, 8:36am

EXHIBIT 2.0



State of California Secretary of State

LLC-1

File # 200926710040

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

FILED In the Office of the Secretary of State of the State of California

SEP 23 2009

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

LST Investments, LLC

PURPOSE (The following statement is required by statute and should not be altered)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Larry Geraci

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

5402 Ruffin Road, Suite 200 San Diego CA 92123

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY.

[X] ONE MANAGER

[] MORE THAN ONE MANAGER

[] ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

09/21/2009

DATE

SIGNATURE OF ORGANIZER

Imelda Vasquez

TYPE OR PRINT NAME OF ORGANIZER

2.0-101



State of California Secretary of State

38

STATEMENT OF INFORMATION (Limited Liability Company)

Filing Fee \$20.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. LIMITED LIABILITY COMPANY NAME (Please do not alter if name is preprinted)

LST Investments, LLC

Due Date: Dec 23, 2009

FILED In the office of the Secretary of State of the State of California

OCT 28 2009

This Space For Filing Use Only

DUE DATE:

FILE NUMBER AND STATE OR PLACE OF ORGANIZATION

2. SECRETARY OF STATE FILE NUMBER

200926710040

3. STATE OR PLACE OF ORGANIZATION

California

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE

CITY AND STATE

ZIP CODE

5402 Ruffin Road, Suite 200

San Diego, CA

92123

5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY)

CITY

STATE

ZIP CODE

5402 Ruffin Road Suite 200

San Diego,

CA

92123

NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY

6. NAME

ADDRESS

CITY AND STATE

ZIP CODE

NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)

7. NAME

ADDRESS

CITY AND STATE

ZIP CODE

Larry Geraci

5402 Ruffin Road Suite 200

San Diego, CA

92123

8. NAME

ADDRESS

CITY AND STATE

ZIP CODE

9. NAME

ADDRESS

CITY AND STATE

ZIP CODE

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 11 must be left blank.)

10. NAME OF AGENT FOR SERVICE OF PROCESS

Larry Geraci

11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY

STATE

ZIP CODE

5402 Ruffin Road Suite 200

San Diego,

CA

92123

TYPE OF BUSINESS

12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

Real Estate

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

Larry Geraci

[Signature]

Manager

10-5-09

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

TITLE

DATE



Secretary of State
Statement of No Change
(Limited Liability Company)

LLC-12NC

21-D60833

FILED

In the office of the Secretary of State
of the State of California

JUL 19, 2021

This Space For Office Use Only

IMPORTANT — [Read instructions](#) before completing this form. This form may be used only if a complete Statement of Information has been filed previously and there has been no change.

Filing Fee – \$20.00

Copy Fee – \$1.00;
Certification Fee - \$5.00 plus copy fee

1. Limited Liability Company Name (Enter the **exact** name of the LLC as it is recorded with the California Secretary of State. Note: If you registered in California using an alternate name, [see instructions](#).)

LST INVESTMENTS, LLC

2. 12-Digit Secretary of State File Number

200926710040

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. No Change Statement (Do not alter the No Change Statement. If there has been any change, please complete a Statement of Information (Form LLC-12).)

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

5. The information contained herein is true and correct.

07/19/2021

Date

Larry Geraci

Type or Print Name of Person Completing the Form

Managing Member

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. [\(SEE INSTRUCTIONS BEFORE COMPLETING.\)](#))

Name: []

Company:

Address:

City/State/Zip: []

2.0-103

EXHIBIT 2.1

Court's Ex. **034**

Case # 37-2017-00010073-CU-BC-CTL

Rec'd _____

Dept. **C-73** Clk _____



City of San Diego
Development Services
1222 First Ave., MS-302
San Diego, CA 92101
(619) 446-5000

THE CITY OF SAN DIEGO

General Application

FORM
DS-3032
AUGUST 2013

1. Approval Type: *Separate electrical, plumbing and/or mechanical permits are required for projects other than single-family residences or duplexes* Electrical/Plumbing/Mechanical Sign Structure Grading Public Right-of-Way; Subdivision Demolition/Removal Development Approval Vesting Tentative Map Tentative Map Map Waiver Other: CUP

2. Project Address/Location: *Include Building or Suite No.*
6176 Federal Blvd. **Project Title:** Federal Blvd. MMCC **Project No.:** *For City Use Only* 520604

Legal Description: *(Lot, Block, Subdivision Name & Map Number)*
TR#:2 001100 BLK 25*LOT 20 PER MAP 2121 IN* City/Muni/Twp: SAN DIEGO **Assessor's Parcel Number:** 543-020-02

Existing Use: House/Duplex Condominium/Apartment/Townhouse Commercial/Non-Residential Vacant Land
Proposed Use: House/Duplex Condominium/Apartment/Townhouse Commercial/Non-Residential Vacant Land

Project Description:
The project consists of the construction of a new MMCC facility

3. Property Owner/Lessee Tenant Name: *Check one* Owner Lessee or Tenant Telephone: _____ Fax: _____
Rebecca Berry

Address: _____ **City:** San Diego **State:** CA **Zip Code:** 92122 **E-mail Address:** becky@tfcasd.net

4. Permit Holder Name - This is the property owner, person, or entity that is granted authority by the property owner to be responsible for scheduling inspections, receiving notices of failed inspections, permit expirations or revocation hearings, and who has the right to cancel the approval (in addition to the property owner). SDMG Section 113.0103.
Name: Rebecca Berry **Telephone:** _____ **Fax:** _____
Address: _____ **City:** San Diego **State:** CA **Zip Code:** 92122 **E-mail Address:** becky@tfcasd.net

5. Licensed Design Professional (if required): (check one) Architect Engineer License No.: C-19371
Name: Michael R. Morton AIA **Telephone:** _____ **Fax:** _____
Address: _____ **City:** San Diego **State:** CA **Zip Code:** 92104 **E-mail Address:** _____

6. Historical Resources/Lead Hazard Prevention and Control (not required for roof mounted electric-photovoltaic permits, deferred fire approvals, or completion of expired permit approvals) -
a. Year constructed for all structures on project site: 1951
b. HRB Site # and/or historic district if property is designated or in a historic district (if none write N/A): N/A
c. Does the project include any permanent or temporary alterations or impacts to the exterior (cutting-patching-access-repair, roof repair or replacement, windows added-removed-repaired-replaced, etc)? Yes No
d. Does the project include any foundation repair, digging, trenching or other site work? Yes No
I certify that the information above is correct and accurate to the best of my knowledge. I understand that the project will be distributed/reviewed based on the information provided.

Part I **Print Name:** Abhay Schweitzer **Signature:** **Date:** 10/28/2016

7. Notice of Violation - If you have received a Notice of Violation, Civil Penalty Notice and Order, or Stipulated Judgment, a copy must be provided at the time of project submittal. Is there an active code enforcement violation case on this site? No Yes, copy attached

8. Applicant Name: *Check one* Property Owner Authorized Agent of Property Owner Other Person per M.C. Section 112.0102 Telephone: _____ Fax: _____
Rebecca Berry

Address: _____ **City:** San Diego **State:** CA **Zip Code:** 92122 **E-mail Address:** becky@tfcasd.net

Applicant's Signature: I certify that I have read this application and state that the above information is correct, and that I am the property owner, authorized agent of the property owner, or other person having a legal right, interest, or entitlement to the use of the property that is the subject of this application (Municipal Code Section 112.0102). I understand that the applicant is responsible for knowing and complying with the governing policies and regulations applicable to the proposed development or permit. The City is not liable for any damages or loss resulting from the actual or alleged failure to inform the applicant of any applicable laws or regulations, including before or during final inspections. City approval of a permit application, including all related plans and documents, is not a grant of approval to violate any applicable policy or regulation, nor does it constitute a waiver by the City to pursue any remedy, which may be available to enforce and correct violations of the applicable policies and regulations. I authorize representatives of the city to enter the above-identified property for inspection purposes. I have the authority and grant City staff and advisory bodies the right to make copies of any plans or reports submitted for review and permit processing for the duration of this project.
Signature: **Date:** Oct 31 2016

Must be completed for all permits/approvals

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Upon request, this information is available in alternative formats for persons with disabilities.

DS-3032 (08-13)



City of San Diego
 Development Services
 1222 First Ave., MS-401
 San Diego, CA 92101
 (619) 446-5000

Affidavit for Medical Marijuana Consumer Cooperatives for Conditional Use Permit (CUP)

FORM
DS-190
 MARCH 2014

The purpose of this affidavit is for the property owner, authorized agent, or business owner of the Medical Marijuana Consumer Cooperative (MMCC) to affirm that all uses within 1,000 feet from the subject property line have been identified, including residential zones within 100 feet, as defined in San Diego Municipal Code (SDMC), Sections 113.0103 and 141.0614.

The proposed MMCC location must be 100 feet from any residential zone and not within 1,000 feet of the property line of the following:

- | | |
|----------------------|--|
| 1. Public park | 6. Minor-oriented facility |
| 2. Church | 7. Other medical marijuana consumer cooperatives |
| 3. Child care center | 8. Residential care facility |
| 4. Playground | 9. Schools |
| 5. City library | |

GENERAL INFORMATION

Project Name: Federal Blvd. MMCC	Project No.: For City Use Only 5201000
Project Address: 6176 Federal Blvd., San Diego, CA 92114	
Date Information Verified by Owner or Authorized Agent: 10/28/2016	

DECLARATION: *The property owner, authorized agent, or business owner of the Medical Marijuana Consumer Cooperative must complete the following section and sign their name where indicated.*

We are aware that the business described above is subject to the Medical Marijuana Consumer Cooperatives (MMCC) regulated by SDMC, Section 141.0614 and Chapter 4, Article 2, Division 15. We hereby affirm under penalty of perjury that the proposed business location is not within 1,000 feet, measured in accordance with SDMC, Section 113.0225, of the property line of any public park, church, child care center, playground, library owned and operated by the City of San Diego, minor-oriented facility, other medical marijuana consumer cooperative, residential care facility, or schools; and is 100 feet from any residential zone as identified on the 1000-foot radius map and spread-sheet submitted with the Conditional Use Permit application.

Property Owner or Authorized Agent Name: Check one <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Agent		Telephone No.:	
Mailing Address:	City:	State:	Zip Code:
Signature:	Date:		
Business Owner Name: Rebecca Berry		Telephone No.: (858) 999-6882	
Mailing Address: 5982 Gullstrand Street	City: San Diego	State: CA	Zip Code: 92122
Signature: <i>Rebecca Berry</i>	Date: <i>Oct 31 2016</i>		

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 Upon request, this information is available in alternative formats for persons with disabilities.

DS-190 (03-14)



City of San Diego
Development Services
Attn: Deposit Accounts
1222 First Ave., MS-401
San Diego, CA 92101
(619) 446-5000

Deposit Account/Financially Responsible Party

FORM
DS-3242
AUGUST 2014

Project Address/Location: 6176 Federal Blvd. San Diego, CA. 92114
 Project No.: 520606 (For City Use Only)
 Internal Order No.: (For City Use Only)

Approval Type: Check appropriate box for type of approval requested:
 Grading Public Right-of-Way Subdivision Neighborhood Use Coastal Neighborhood Development
 Site Development Planned Development Conditional Use Variance Vesting Tentative Map
 Tentative Map Map Waiver Other: _____

Is the project subject to a Reimbursement Agreement? No Yes
 If yes, provide Reimbursement Agreement Application Project Number or Resolution/Ordinance No.: _____

Deposit Trust Fund Account Information: A deposit into a Trust Fund account with an initial deposit to pay for the review, inspection and/or project management services is required. The initial deposit is drawn against to pay for these services. The Financially Responsible Party will receive a monthly statement reflecting the charges made against the account, and an invoice when additional deposits are necessary to maintain a minimum balance. The payment of the invoice will be required in order to continue processing your project. At the end of the project, any remaining funds will be returned to the Financially Responsible Party.

FINANCIALLY RESPONSIBLE PARTY

Name/Firm Name:	Address:	E-mail:
Rebecca Berry	5982 Gullstrand Street	
City:	State:	Zip Code:
San Diego	CA	92122
Telephone:	Fax No.:	

Financially Responsible Party Declaration: I understand that City expenses may exceed the estimated advance deposit and, when requested by the City of San Diego, will provide additional funds to maintain a positive balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the trust account, unless the City of San Diego approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested advance deposit is received.

This is a continuation of existing Project No.: _____ Internal Order No.: _____

- NOTE:** Using an existing opened account may be allowed when:
1. Same location for both projects;
 2. Same Financially Responsible Party;
 3. Same decision process (Ministerial and discretionary projects may not be combined);
 4. Same project manager is managing both projects; and
 5. Preliminary Review results in a project application.

Please be advised: Billing statements cannot distinguish charges between two different projects.

Please Print Legibly.

Print Name: REBECCA BERRY Title: PRESIDENT
 Signature*: Rebecca Berry Date: 10/31/16

*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer).

FOR CITY USE ONLY

Project Title: Federal Blvd mmcc Date Requested: 10/31/16
 Keep existing Project No.: _____ as lead or Use new Project No.: _____ as lead

ACCOUNT CLOSURE AUTHORIZATION

Date Requested: _____ Completed Inactive Withdrawn Collections
 Print Name: _____ Signature: _____

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 Upon request, this information is available in alternative formats for persons with disabilities.
 DS-3242 (08-14)



City of San Diego
Development Services
 1222 First Ave., MS-302
 San Diego, CA 92101
 (619) 446-5000

THE CITY OF SAN DIEGO

Ownership Disclosure Statement

Approval Type: Check appropriate box for type of approval (s) requested: Neighborhood Use Permit Coastal Development Permit
 Neighborhood Development Permit Site Development Permit Planned Development Permit Conditional Use Permit
 Variance Tentative Map Vesting Tentative Map Map Waiver Land Use Plan Amendment • Other _____

Project Title

Project No. For City Use Only

Federal Blvd. MMCC

Project Address:

6176 Federal Blvd., San Diego, CA 92114

Part I - To be completed when property is held by Individual(s)

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter, as identified above, will be filed with the City of San Diego on the subject property, with the intent to record an encumbrance against the property. Please list below the owner(s) and tenant(s) (if applicable) of the above referenced property. The list must include the names and addresses of all persons who have an interest in the property, recorded or otherwise, and state the type of property interest (e.g., tenants who will benefit from the permit, all individuals who own the property). A signature is required of at least one of the property owners. Attach additional pages if needed. A signature from the Assistant Executive Director of the San Diego Redevelopment Agency shall be required for all project parcels for which a Disposition and Development Agreement (DDA) has been approved / executed by the City Council. Note: The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process.

Additional pages attached Yes No

Name of Individual (type or print):

Darryl Cotton

Owner Tenant/Lessee Redevelopment Agency

Street Address:

6176 Federal Blvd

City/State/Zip:

San Diego Ca 92114

Phone No:

(619) 954-4447

Fax No:

Signature:

Date:

10-31-2016

Name of Individual (type or print):

Owner Tenant/Lessee Redevelopment Agency

Street Address:

City/State/Zip:

Phone No:

Fax No:

Signature :

Date:

Name of Individual (type or print):

Rebecca Berry

Owner Tenant/Lessee Redevelopment Agency

Street Address:

5982 Gullstrand St

City/State/Zip:

San Diego / Ca / 92122

Phone No:

8589996882

Fax No:

Signature :

Date:

10-31-2016

Name of Individual (type or print):

Owner Tenant/Lessee Redevelopment Agency

Street Address:

City/State/Zip:

Phone No:

Fax No:

Signature :

Date:

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 Upon request, this information is available in alternative formats for persons with disabilities.

DS-318 (5-05)

EXHIBIT 2.2

Calendar Year
20 17

CITY OF SAN DIEGO

**LOBBYING FIRM
REGISTRATION FORM**
[Form EC-601]

For Official Use Only

E-Filed
02/09/2017
16 23 19

Filing ID:
163251623

Lobbyists Added:	0
Clients Added:	3
Fees Due: \$	90.00

Check Box if an Amendment (explain: Additional lobbying firm
registration disclosures _____)

Total Number of Pages: 19 (including cover sheet)

Identify the Firm.

<u>Bartell & Associates</u>			
Name of Lobbying Firm		Telephone Number	
<u>San Diego</u>		<u>CA</u>	<u>92108</u>
Business Address (Number & Street)	(City)	(State)	(Zip)

Schedule A: Lobbyist Disclosure. Complete this schedule by identifying each individual in the firm who has lobbied the City during the 30 days prior to registration, or is expected to lobby the City during the year.

Schedule B: Client Disclosure. Complete this schedule by identifying each client for whom the firm provides lobbying services.

Schedule C: Activities Disclosure. Complete this schedule if any "Yes" boxes are checked.

Check box if the firm has information to report regarding the applicable activity.
 Check box if the firm has no information to report regarding the applicable activity.

YES	NO	You MUST check one box for each part of Schedule C.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 1: Fundraising Activities. Owners, compensated officers, and lobbyists who engaged in "fundraising activities" for the benefit of a current elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 2: Campaign Services. Owners, compensated officers, and lobbyists who provided compensated campaign services to an elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 3: Contract Services. Owners, compensated officers, and lobbyists who provided compensated services under a City contract within the last two years.

Schedule D: Deleting Clients & Lobbyists (Amendment Only). Complete this schedule if removing clients or lobbyists from your registration (must check the amendment box above).

VERIFICATION

I have been authorized by the Lobbying Firm identified above to make this verification. I have reviewed and understand the requirements of the Lobbying Ordinance (San Diego Municipal Code §§ 27.4001-27.4055). I have exercised reasonable diligence in the course of reviewing this Registration Form for completeness and accuracy. I declare under penalty of perjury under the laws of the State of California that the contents of this Registration Form, including all attached schedules, are true, correct, and complete, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on 02/09/2017 at San Diego, CA
(Date) (City and State)

By: _____
(Signature) Adrian Kwiatkowski (Print Name) Vice President (Title)

Email address for a point of contact within the firm (optional): _____

Registration terminates every January 5; annual re-registration is required.

Calendar Year
2017

CITY OF SAN DIEGO

LOBBYING FIRM REGISTRATION FORM [Form EC-601]

For Official Use Only

E-Filed
02/09/2017
16:23:19
Filing ID:
163251623

Lobbyists Added: 0
Clients Added: 3
Fees Due: \$ 90.00

Check Box if an Amendment (explain: Additional lobbying firm registration disclosures)

Total Number of Pages: 19 (including cover sheet)

Identify the Firm.

<u>Bartell & Associates</u>			
Name of Lobbying Firm		Telephone Number	
<u>San Diego</u>	<u>CA</u>	<u>92108</u>	
Business Address (Number & Street)	(City)	(State)	(Zip)

SCHEDULE B: CLIENT DISCLOSURE

Page 17 of 19

Name of Lobbying Firm: Bartell & Associates

CLIENT'S NAME: <u>LST Investments, LLC</u>		Telephone No.: _____	
<u>San Diego</u>	<u>CA</u>	<u>92123</u>	
Client's Address (Number & Street)	(City)	(State)	(Zip)
Nature and Purpose of Client's Business: <u>Investment and development company</u>			
Specific or General Municipal Decisions (see instructions): <u>Approval of Medical Marijuana Co-op at 6176 Federal Blvd., San Diego, CA</u>			
Outcome(s) sought: <u>Permitting approval</u>			
If this client is a coalition or membership organization, state the name, address, and telephone number of each member of the coalition who has reached the \$1,000 threshold (see instructions): _____ _____ _____			

CLIENT'S NAME: _____		Telephone No.: _____	
Client's Address (Number & Street)	(City)	(State)	(Zip)
Nature and Purpose of Client's Business: _____			
Specific or General Municipal Decisions (see instructions): _____			
Outcome(s) sought: _____			

EXHIBIT 2.3

SCHEDULE A-1: CLIENT DISCLOSURE (Lobbying Contacts) Page 5 of 10

Name of Lobbying Firm: Bartell & Associates

Fill out a Schedule A-1 for each client for whom the firm had at least one lobbying contact during the reporting period. Fill out a separate Schedule A-1 for each decision lobbied on by the firm for the client.

NAME OF CLIENT: <u>LST Investments LLC</u>		Telephone No.: _____	
Client's Address (Number & Street)	<u>San Diego</u> (City)	<u>CA</u> (State)	<u>92123</u> (Zip)
TOTAL COMPENSATION for all decisions lobbied on for the client, to the nearest \$1,000: \$ <u>1,000.00</u>			
<input type="checkbox"/> Check this box if the firm lobbied for this client on a contingency basis during the reporting period.			

MUNICIPAL DECISION (per Registration, plus specifics if necessary): <u>Approval of Medical Marijuana dispensary at 6176 Federal Blvd., San Diego, CA ; Approval of CUP for Marijuana Dispensary located at 6176 Federal Blvd., San Diego, CA 92114</u>	
A. Outcome Sought (per Registration, plus specifics if necessary): <u>Approval of CUP; Approval of CUP</u>	
B. Name of each Lobbyist in the firm who lobbied City Officials regarding this municipal decision:	
<u>Jim Bartell</u>	_____
<u>Adrian Kwiatkowski</u>	_____
C. Name and Department of each City Official lobbied:	
Name: <u>Tim Daly</u>	Department: <u>Development Services</u>
Name: <u>Cherlyn Cac</u>	Department: <u>Development Services</u>
Name: <u>Laura Black</u>	Department: <u>Development Services</u>
Name: <u>Greg Hopkins</u>	Department: <u>Engineering, Development Services</u>
Name: <u>Louis Schultz</u>	Department: <u>Engineering, Development Services</u>
Name: <u>Edric Doringo</u>	Department: <u>Engineering, Development Services</u>
Name: <u>Raynard Abalos</u>	Department: <u>Development Services</u>
Name: <u>Tania Moshirian</u>	Department: <u>Development Services</u>
Name: _____	Department: _____
Name: _____	Department: _____
Name: _____	Department: _____

EXHIBIT 2.4

Period Covered:
 From 10/1/2017
 To 12/31/2017

CITY OF SAN DIEGO
LOBBYING FIRM
QUARTERLY DISCLOSURE REPORT
 [Form EC-603]

For Official Use Only

E-Filed
 01/31/2018
 12:43:13

Filing ID:
 168350959

Total # of Pages: 4

- Check Box if an Amendment (explain: _____)
- Check Box if Terminating Status as a Lobbying Firm

Identify the Firm:

<u>Bartell & Associates</u>		_____	
Name of Lobbying Firm		Telephone Number	
_____	<u>San Diego</u>	<u>CA</u>	<u>92108</u>
Business Address (Number & Street)	(City)	(State)	(Zip)

Disclosure Schedules:

Schedule A: Client Disclosure. You must complete Schedule A-1 or A-2 for each registered client.

Check box (and attach schedule) if the firm has activity to report on this schedule for the reporting period.
 Check box (do not attach schedule) if the firm has no activity to report on this schedule for the reporting period.

YES	NO	You MUST check one box for each of the following schedules.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule B: Activity Expenses. Activity expenses made during the reporting period.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule C: Candidate Contributions. Contributions of \$100 or more made to support or oppose a City candidate during the reporting period.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule D: Ballot Measure Contributions. Contributions of \$100 or more made to a City candidate-controlled ballot measure committee during the reporting period.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule E: Fundraising Activities. Fundraising activities by owners, officers, and lobbyists in the amount of \$2,000 or more during the reporting period.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule F: Campaign Services. Paid campaign-related services personally provided by owners, officers, and lobbyists during the reporting period.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Schedule G: City Contract Services. Paid services personally provided by owners, officers, and lobbyists under a City contract during the reporting period.

VERIFICATION

I have been authorized by the Lobbying Firm identified above to make this verification. I have exercised reasonable diligence in the course of reviewing this Quarterly Disclosure Report for completeness and accuracy. I declare under penalty of perjury under the laws of the State of California that the contents of this Quarterly Disclosure Report, including all attached schedules, are true, correct, and complete, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on 01/31/2018 at San Diego
 (Date) (City and State)

By: _____ Adrian Kwiatkowski _____ Vice President
 (Signature) (Print Name) (Title)

Period Covered:
 From 10/1/2017
 To 12/31/2017

CITY OF SAN DIEGO
LOBBYING FIRM
QUARTERLY DISCLOSURE REPORT
 [Form EC-603]

For Official Use Only

E-Filed
 01/31/2018
 12:43:13

Filing ID:
 16835959

Total # of Pages: 4

- Check Box if an Amendment (explain: _____)
- Check Box if Terminating Status as a Lobbying Firm

Identify the Firm:

<u>Bartell & Associates</u>		_____	
Name of Lobbying Firm		Telephone Number	
_____		_____	
Business Address (Number & Street)		San Diego	CA
_____		(City)	92108
_____		(State)	(Zip)

SCHEDULE A-1: CLIENT DISCLOSURE (Lobbying Contacts) Page 3 of 4

Name of Lobbying Firm: Bartell & Associates

Fill out a Schedule A-1 for each client for whom the firm had at least one lobbying contact during the reporting period. Fill out a separate Schedule A-1 for each decision lobbied on by the firm for the client.

NAME OF CLIENT: <u>LST Investments, LLC</u>		Telephone No.: _____	
_____		_____	
Client's Address (Number & Street)		San Diego	CA
_____		(City)	92123
_____		(State)	(Zip)
TOTAL COMPENSATION for all decisions lobbied on for the client, to the nearest \$1,000: \$ <u>500.00</u>			
<input type="checkbox"/> Check this box if the firm lobbied for this client on a contingency basis during the reporting period.			

MUNICIPAL DECISION (per Registration, plus specifics if necessary): <u>Approval of Medical Marijuana Co-op at 6176 Federal Blvd., San Diego, CA ; Approval of Co-Op at 6176 Federal Blvd., San Diego, CA</u>	

A. Outcome Sought (per Registration, plus specifics if necessary): <u>Permitting approval; Project approval</u>	

B. Name of each Lobbyist in the firm who lobbied City Officials regarding this municipal decision:	
<u>Jim Bartell</u>	

C. Name and Department of each City Official lobbied:	
Name: <u>Firoyseh Tirandazi</u>	Department: <u>Development Services</u>
Name: <u>Elyse Lowe</u>	Department: <u>Development Services</u>

EXHIBIT 2.5

Bartell & Associates

Checks Paid

Date	Check #	Amount
11.29.16	4458	3,000.00
11.29.16	1155	5,000.00
01.17.17	4460	3,000.00
01.17.17	1157	5,000.00
02.15.17	1158	5,000.00
03.31.17	4469	3,011.05
04.03.17	1198	5,000.00
05.21.17	1203	3,000.00
05.22.17	1165	5,000.00
08.23.17	4476	3,000.00
08.23.17	1171	5,000.00
01.11.18	1211	20,000.00
04.20.18	1176	10,000.00
07.13.18	1190	5,000.00
		80,011.05

Invoices

Date	Invoice #	Amount
11/23/2016	1119382	\$ 3,000.00
1/17/2017	111846	\$ 3,011.05
1/27/2017	111870	\$ 3,000.00
4/27/2017	1127	\$ 5,000.00
5/8/2017	1152	\$ 3,000.00
7/22/2017	1183	\$ 3,000.00
8/3/2017	1219	\$ 3,000.00
8/3/2017	1220	\$ 3,000.00
8/3/2017	1221	\$ 3,500.00
9/21/2017	1286	\$ 3,500.00
11/6/2017	1354	\$ 3,500.00
12/18/2017	1381	\$ 3,511.05
12/21/2017	1414	\$ 3,500.00
3/5/2017	1491	\$ 3,545.00
4/30/2018	2006	\$ 3,500.00
5/15/2018	2045	\$ 3,500.00
6/25/2018	2076	\$ 3,500.00
7/10/2018	2106	\$ 3,500.00
7/30/2018	2138	\$ 3,506.05
9/11/2018	2173	\$ 1,511.05
10/15/2018	2254	\$ 1,522.10
11/15/2018	2258	\$ 1,500.00
12/14/2018	2259	\$ 1,511.05
12/21/2018	2243	\$ 1,500.00
1/15/2019	2260	\$ 125.00
4/15/2019	2348	\$ 1,500.00

TOTAL \$ 73,742.35

EXHIBIT 2.6

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO, CENTRAL DIVISION

Department 73

Hon. Joel R. Wohlfeil

LARRY GERACI, an individual,)

Plaintiff,)

vs.) 37-2017-00010073-CU-BC-CTL

DARRYL COTTON, an individual;)

and DOES 1 through 10,)

inclusive,)

Defendants.)

_____)

AND RELATED CROSS-ACTION.)

_____)

Reporter's Transcript of Proceedings

JULY 9, 2019

Reported By:

Margaret A. Smith

CSR 9733, RPR, CRR

Certified Shorthand Reporter

Job No. 10057775

1 Q Yes. That's where the ordinance changed
2 from -- changed CUP applications for marijuana consumer
3 cooperatives to the broader term of marijuana outlets.
4 Are you familiar with that?

5 A Yes.

6 Q So within that ordinance, it does specifically
7 say that any dispensary or retail licensing requirements
8 are going to be pursuant to the California Business and
9 Professions Code. Correct?

10 A The state requirements.

11 Q Yes. So, basically, all the ordinances will
12 be -- they'll refer to the California Business and
13 Professions Code when it comes to licensing. Correct?

14 A I don't handle the state licensing
15 requirements. So --

16 Q But it does refer you to the Business and
17 Professions Code of California. Correct?

18 A If that's what it says in the ordinance, then
19 yes.

20 Q Is it your understanding that Mr. Geraci, who
21 is sitting before you, was in fact attempting to acquire
22 this CUP on 6176 for himself?

23 MR. TOOTHACRE: Calls for speculation, your
24 Honor.

25 THE COURT: Overruled.

26 THE WITNESS: I don't -- I don't have an answer
27 for that question.

28

1 BY MR. AUSTIN:

2 Q Is that because his name does not appear
3 anywhere in any of the applications for the 6176
4 property?

5 A That -- that is correct.

6 Q Did you ever have any email communications
7 directly with Mr. Geraci?

8 A I don't recall.

9 Q Do you recall any phone conversations with
10 Mr. Geraci or sit-down meetings?

11 A I don't -- I don't recall phone conversations
12 or sit-down meetings.

13 Q Looking at Mr. Geraci now, do you -- do you
14 believe you've ever met this man?

15 A I don't believe so.

16 Q If he were attempting to acquire a CUP using
17 his secretary as a proxy without ever disclosing his
18 name, does that seem like it would be a violation of
19 San Diego law and California state law?

20 MR. TOOTHACRE: Argumentative, your Honor.

21 THE COURT: Sustained.

22 BY MR. AUSTIN:

23 Q Essentially, anyone with an ownership or
24 financial interest in a marijuana outlet is supposed to
25 be disclosed to the City. Correct?

26 A You know, looking at the ownership disclosure
27 statement, it's the property owner and then also a
28 tenant/lessee would have to be identified.

EXHIBIT 2.7

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO, CENTRAL DIVISION

Department 73

Hon. Joel R. Wohlfeil

LARRY GERACI, an individual,)

Plaintiff,)

vs.) 37-2017-00010073-CU-BC-CTL

DARRYL COTTON, an individual;)

and DOES 1 through 10,)

inclusive,)

Defendants.)

_____)

AND RELATED CROSS-ACTION.)

_____)

Reporter's Transcript of Proceedings

JULY 9, 2019

Reported By:

Margaret A. Smith

CSR 9733, RPR, CRR

Certified Shorthand Reporter

Job No. 10057775

1 of the day?

2 MR. AUSTIN: That's the plan for the day,
3 because then -- then the plan is Bartell in the morning
4 and then Mr. Cotton.

5 THE COURT: Okay. So what we'll do is after
6 we're done with the last of our witnesses, which sounds
7 like it will be Hurtado, we'll let the jury go. And we
8 may have some things that we'll bring up.

9 The deeper I dig into your proposed
10 obstructions, Counsel, given the evidence that I'm
11 hearing, I -- I'm developing a lot of questions about
12 some of these instructions. For the time being, I'm
13 erring generally on the side of including them. But
14 we'll have that discussion Wednesday afternoon, and if
15 necessary, Thursday morning.

16 All right.

17 MR. WEINSTEIN: Your Honor --

18 THE COURT: Do we have our jury?

19 THE BAILIFF: Yes, your Honor.

20 MR. WEINSTEIN: May I raise one issue?

21 THE COURT: Sure.

22 MR. WEINSTEIN: This relates to the expert
23 opinion issue. We've never gotten to discussion of the
24 lodgement that was made, which I've been questioned that
25 it's formulated or based on the improper application of
26 the law. I've reviewed those materials. I don't think
27 they stand for them.

28 So I have questions being asked under the

1 supposition that these code sections mean something, and
2 I think they don't mean what is being implied in the
3 questions. And I know Ms. Austin responded to one of
4 them. And I don't know that it's going to come up with
5 Ms. Tirandazi. But I've reviewed those Code sections
6 and the Business and Professions Code sections that have
7 been referred to. I'd like to at least go on the record
8 as to why I don't think what counsel is arguing is a
9 correct statement of the law.

10 THE COURT: Do you need to do that now, or can
11 we wait until the end of the day?

12 MR. WEINSTEIN: We can wait if it's not going
13 to come up with Ms. Tirandazi.

14 THE COURT: You're talking about the two civil
15 judgments against Mr. --

16 MR. WEINSTEIN: Yes. But it's beyond that.
17 One argument -- it started out as an argument about the
18 civil judgments, which on their face, don't bar
19 Mr. Geraci from operating a legally permitted --

20 THE COURT: I don't -- I tend to agree with
21 you. I did not see any specific prohibition against
22 Mr. Geraci in the future involving other properties
23 assuming he plays by the rules from barring him from
24 being able to obtain a permit.

25 MR. WEINSTEIN: Right. So then the follow-on
26 argument that I think is being made is that he's not
27 eligible for a CUP because of the Code sections that
28 were cited, in particular Business and Professions Code

1 Section 26057, which deals with -- it's permissive. And
2 it deals with a state license.

3 And the argument is bootstrapping it to say
4 that it could somehow be a basis for not making him
5 eligible for a CUP. And I think that's just an
6 incorrect statement of the law.

7 THE COURT: All right.

8 MR. AUSTIN: He would be correct pre-2017, but
9 in 2017, the San Diego Municipal Code adopted a Business
10 and Professions Code, which I feel is --

11 THE COURT: Here's where, again, why this case
12 is unusual in the Court's experience. Did you file a
13 trial brief, Counsel?

14 MR. AUSTIN: I did not, your Honor.

15 THE COURT: So these authorities that you all
16 are -- if you will, and I'm trying not to be flip or
17 pejorative -- or that you're presenting with me, that
18 you're throwing at me for the first time, have never
19 been reflected in a brief that I can review, and if
20 necessary, do some of my own research. You're bringing
21 them up in part during an examination of the witnesses
22 and in part in argument when we have a few moments
23 outside the presence of the jury. I have no idea
24 whether these authorities support the position either
25 one of you are advocating.

26 So the usual process is I get a brief, I have a
27 chance to review it, and then I entertain argument at
28 appropriate times. That's not happening at all in this

1 instance.

2 So for the time being, I'm tending to agree
3 with the plaintiff's side without the defense having
4 given me something I can look at and absorb.

5 Madam Deputy -- Ms. Tirandazi, can I ask you to
6 retake the witness stand.

7 Counsel, good to see you, by the way.

8 And Madam Deputy, bring in the jury.

9 All right. I just got back from a presentation
10 by a bunch of judges with a room full of judges. And
11 one or more of them kept not turning their cell phone
12 off. Can you believe it? I thought of that as I saw
13 one of you reaching for your cell phone to make sure you
14 turned it off. I'm not suggesting that somebody has
15 failed to do that in the slightest. You're better
16 behaved than that room full of judges I just left.

17 Thank you very much. So we've got all of our
18 jurors present and accounted for.

19 Counsel, continue your examination of
20 Ms. Tirandazi.

21 Welcome back, ma'am. You understand you're
22 still under oath?

23 THE WITNESS: Yes.

24 THE COURT: Thank you very much.

25 Whenever you're ready, Counsel.

26 MR. AUSTIN: All right. Thank you.

27 BY MR. AUSTIN:

28 Q Good afternoon again.

EXHIBIT 2.8

Geraci vs. Cotton, et al.

**Reporter's Transcript of Proceedings
July 10, 2019**



www.aptusCR.com / 866.999.8310

1 THE COURT: I'm sorry?

2 MR. AUSTIN: I don't believe that was testified
3 to.

4 THE COURT: Well, so then we don't have
5 evidence of it, at least not a foundation of a start
6 date. So how long was this revenue stream supposed to
7 go on?

8 MR. AUSTIN: Well, presumably, the life span of
9 a CUP is 10 years. And they could be renewed.

10 THE COURT: Did somebody testify to the life
11 span of a CUP?

12 MR. AUSTIN: I believe Mr. Cotton did.

13 THE COURT: All right. All right. Let me go
14 back to you, Counsel.

15 MR. WEINSTEIN: First of all, why -- I'm not
16 saying Mr. Cotton didn't testify to that. I don't
17 remember him testifying to that. But nevertheless, they
18 still have -- there's no evidence that the CUP would
19 ever have been obtained.

20 THE COURT: Well, on that subject, there is
21 evidence from Mr. Bartell --

22 MR. WEINSTEIN: Right.

23 THE COURT: They can rely upon your witnesses'
24 testimony as well.

25 MR. WEINSTEIN: So --

26 THE COURT: Mr. Bartell made an awful good
27 witness and all but said that instead of being 19 for
28 20, he would have been 20 for 20 but for Mr. Cotton's

1 interference.

2 MR. WEINSTEIN: So --

3 THE COURT: In fact, I think you may have
4 elicited it.

5 MR. WEINSTEIN: I did.

6 THE COURT: Counsel, you may have. I'm not
7 picking on you, but that's what I seem to recall to be
8 the up -- so there's evidence, I think, that it's more
9 probable than not that a CUP had been issued and the
10 dispensary opened.

11 MR. WEINSTEIN: Had Mr. Cotton not interfered.

12 THE COURT: Right.

13 MR. WEINSTEIN: So what Mr. Cotton is saying
14 I've put on evidence that the CUP would have been
15 granted had I not interfered. But there's no evidence
16 from his side that he wouldn't have interfered the way
17 he did. I don't think he can -- we have an argument
18 that there's been an excuse of performance, but he
19 doesn't have an argument that getting the CUP was
20 excused.

21 It's -- so --

22 THE COURT: I think, though, what I'm hearing
23 is that he thought he had a deal involving a joint
24 venture, Mr. Geraci refused to memorialize it in that
25 form. And I understand why Mr. Geraci chose not to do
26 so. I understand your theory of the case.

27 But what you're calling interference was --

28 MR. WEINSTEIN: So how -- how does -- what

EXHIBIT 2.9

1 3. I graduated from New York University School of Law in 2009.

2 4. Upon graduation, I clerked in the United States District Court in the Northern District of
3 California for a year.

4 5. Upon completion of my clerkship, I joined the Mergers & Acquisitions group at Latham
5 & Watkins in New York City as an Associate.

6 6. In 2013, I left the practice of law and joined the Corporate Strategy & Development
7 department at UnitedHealth Group in Minneapolis as a Manager.

8 7. I left UnitedHealth Group in August of 2015, relocated to San Diego and enrolled in the
9 Master of Science in Real Estate (MSRE) degree program at the University of San Diego. In my studies
10 in the MSRE program, we discussed the effect that the legalization of medical cannabis was having on
11 real property values in California.

12 8. Between late-2016 and early-2017, the following sequence of events took place:
13 (i) Mr. Darryl Cotton informed me that he had entered into a conditional agreement for the sale of his
14 real property located at 6176 Federal Boulevard, San Diego, California (the "Property") to
15 Mr. Lawrence Geraci; (ii) Mr. Cotton told me that he expected Mr. Geraci would breach their
16 agreement; (iii) Mr. Cotton asked that I help him to locate a new buyer for his Property; (iv) I confirmed
17 with Mr. Geraci's attorney, Mrs. Gina Austin, that she was in the process of reducing to writing the
18 agreement between Mr. Geraci and Mr. Cotton for the sale of the Property; (v) I entered into a contingent
19 agreement with Mr. Richard Martin to facilitate his purchase of Mr. Cotton's Property in the event the
20 transaction between Mr. Cotton and Mr. Geraci did not close as contemplated; and (vi) I brokered a deal
21 between Mr. Cotton and Mr. Martin for the sale of Mr. Cotton's Property to Mr. Martin.

22 9. The day after the deal between Mr. Cotton and Mr. Martin had been reached on
23 March 21, 2017, I was informed by Mr. Cotton that Mr. Geraci had served him with a lawsuit alleging
24 a document executed in November of 2016 was the final written agreement for Mr. Cotton's Property
25 (the "Geraci Litigation").

26 10. Throughout the course of the Geraci Litigation, the following sequence of events took
27 place: (i) Mr. Cotton attempted to represent himself *pro se* in the Geraci Litigation; (ii) Mr. Cotton chose
28 to no longer represent himself in the Geraci Litigation and asked that I help him finance and facilitate

1 his legal representation; (iii) I identified Attorney David S. Demian of Finch, Thornton & Baird for
2 Mr. Cotton to interview to represent him in his legal matters; (iv) Attorney Demian undertook the
3 representation of Mr. Cotton in various legal matters related to Mr. Cotton's Property; (v) Attorney
4 Demian's representation of Mr. Cotton was terminated after I informed Mr. Cotton that Attorney
5 Demian had failed to raise material evidence at a Court hearing at which I was present on December 7,
6 2017; and (vi) I facilitated Mr. Cotton's legal representation by Attorney Jacob Austin after Mr. Cotton's
7 relationship with Attorney Demian was terminated.

8 11. On March 6, 2017, I attended a local event in San Diego for the kick-off of a new business
9 center at which Mrs. Austin was the keynote speaker. Mr. Cotton had planned to attend the event to
10 speak with Mrs. Austin regarding comments to the written agreements for the purchase of his Property
11 by Mr. Geraci. However, Mr. Cotton could not make it and asked that I communicate so to Mrs. Austin.

12 12. At that point in time, after speaking with Mr. Cotton, I decided to attend the event
13 because I was doubtful that Mr. Geraci would fail to live up to his end of the bargain. The deal Mr.
14 Geraci had reached with Mr. Cotton was very favorable to him given the competition in San Diego for
15 properties that qualified for CUPs with the City for cannabis related businesses.

16 13. My primary goal in attending the event was to speak with Ms. Austin to convey
17 Mr. Cotton's message that he would not be attending and to personally confirm with Ms. Austin that a
18 final agreement for the sale of Mr. Cotton's Property to Mr. Geraci had not been executed.

19 14. My conversation with Mrs. Austin was short, clear, direct, unambiguous and with no
20 possibility for misinterpretation. Mrs. Austin acknowledged that she was working on the drafts for
21 Mr. Geraci's purchase of Mr. Cotton's Property and that no final agreement had yet been executed.

22 15. I have reviewed some of Mrs. Austin's submissions to the Court on behalf of Mr. Geraci
23 arguing that Mr. Cotton and Mr. Geraci entered into a final agreement for the Property in November of
24 2016. It is my belief that Mr. Geraci is falsely representing that document as the final agreement for the
25 Property and that Mrs. Austin knows this is a false representation.

26 16. In January of 2018 I provided a supporting declaration for Mr. Cotton in which I noted I
27 spoke with Ms. Austin at the event in March of 2017. This statement by itself is inconsequential to the
28 Geraci Litigation. I had hoped, since prior to then I had not provided a declaration or been involved in

1 the litigation, that my declaration would let her know I was aware of her contradictory statements to the
2 Court. And, consequently, she would inform Mr. Geraci about our conversation in March of 2017 which
3 would lead to a material positive effect on the Geraci Litigation for Mr. Cotton (without me personally
4 having to become involved).

5 17. I do not understand how Mrs. Austin can ethically reconcile her representations in March
6 of 2017 and her arguments to the Court alleging facts that contradict her statements to me. Mr. Austin,
7 counsel for Mr. Cotton, and I have spoken about the conversation I had with Ms. Austin in March of
8 2017 and information, such as the Metadata Evidence (as defined in Mr. Cotton's submissions to the
9 Court), that reflect that Mrs. Austin is making false representations to the Court. Mr. Austin forwarded
10 me an email from Mr. Weinstein in which Mr. Weinstein defends Ms. Austin by stating the following:

11 Ms. Austin has made no misrepresentations to the court. No declaration signed under penalty
12 of perjury by Gina Austin has been submitted as evidence to the Court in any proceeding in
13 any of the two cases. She has appeared as counsel in the Writ of Mandate case and argued
with me in opposition to Mr. Cotton's first ex parte application for issuance of a writ of
mandate heard by Judge Sturgeon. That is it – legal argument.

14 Therefore, based on this email from Mr. Weinstein, it appears to me that Mr. Weinstein and Mrs. Austin
15 believe they can make *legal arguments* to the Court that contain factual statements that they know to be
16 false and not be in violation of any rules or codes of ethical conduct for attorneys. I believe this to be
17 incorrect.

18 18. I have not previously provided my detailed testimony for the following reasons: (i) my
19 professional and personal networks are conservative in nature and I did not want there to be a public
20 record of my involvement in a cannabis related real estate transaction; (ii) I believed that the evidence
21 presented by Mr. Cotton, especially the Confirmation Email and communications sent by Mr. Geraci to
22 Mr. Cotton, is more than sufficient to prove his case and that my testimony would be unnecessary;
23 (iii) Mr. Cotton is an intelligent, strong-willed and politically passionate individual; however, I did not
24 want to be publicly associated with him because of his history related to his political activism for medical
25 cannabis; (iv) the Court's orders in this action have repeatedly stated that Mr. Cotton is unlikely to
26 prevail in this litigation and I have finite capital to allocate toward financing his legal defense
27 (irrespective of the merits of his case); (v) on January 17, 2018, I was threatened by an individual,
28 Mr. Shawn Miller, who told me that it would be in my "best interest" to use my influence with

1 Mr. Cotton to convince him to “settle with Geraci”; (v) Mr. Cotton has been the victim of an armed-
2 robbery at his Property, reported to the police, that he believes occurred at the direction of Mr. Geraci;
3 and (vi) Mr. Cotton, on a separate incident, showed me video of being accosted by an individual known
4 as Logan who told Mr. Cotton that he should settle with Mr. Geraci for his own good.

5 19. The language used by Logan sounds similar me to that used by Mr. Miller, leading me
6 to believe there is a reasonable possibility that these individuals were both sent by, or someone
7 connected to, Mr. Geraci.

8 20. I am now providing my testimony at the request of Mr. Austin because I believe his legal
9 arguments regarding the parol evidence rule are meritorious and that Mr. Cotton will prevail in this
10 action as a matter of law.

11 21. Additionally, I am providing my testimony because on May 27, 2018 I was present at a
12 meeting at which Ms. Corina Young described a meeting to Mr. Cotton and his attorney, Mr. Austin,
13 that she had with Mr. Jim Bartell on or around October of 2017. She met with Mr. Bartell upon her
14 attorney’s recommendation, Mr. Matthew Shapiro, when she informed him that she was contemplating
15 investing in Mr. Cotton’s litigation against Mr. Geraci. Mr. Bartell informed her that he “owns” the CUP
16 on Mr. Cotton’s Property and he would be getting it denied “because everyone hates Darryl.”

17 22. Ms. Young was attempting to defuse the situation between Mr. Cotton and a Mr. Aaron
18 Magagna who had submitted a competing CUP within 1,000 feet of Mr. Cotton’s Property and who
19 appears to have numerous connections to Mr. Geraci.

20 23. Subsequent to the May 27, 2018, Ms. Young and I had several conversations in which
21 she first attempted to argue on behalf of Mr. Magagna, until such time that Mr. Magagna attempted to
22 coerce Ms. Young into changing her testimony regarding the meeting with Mr. Bartell and he offered
23 her financial compensation for doing so. Attached hereto as **Exhibit A** are true and correct copies of my
24 text messages with Ms. Young on June 1, 2018. I am breaching her confidence by providing them, but
25 am doing so because I believe her testimony is required to prove Mr. Bartell’s statements and that Mr.
26 Shapiro and Mr. Magagna are closely connected to Mr. Bartell and Mrs. Austin, both of whom are agents
27 of Mr. Geraci.

EXHIBIT A

← Corina Young
16196330228



Fri, 06/01/2018

Look, I don't know what to say because at the end of the day as discussed yiurr being put in a shitty situation and it benefits me. Anything i say is suspect. I'm sorry about Darryl and the situation. Talk to your attorney first about this before saying anything more to me or anyone. I just want you to know I can't NOT tell the truth. Jake has already sent emails and I have to provide my testimony to confirm what you said in front of him and darryl. And I'm sorry because although you told me about Aaron in confidence, under oath, I won't be able to lie about it. The whole situation has spiraled out of control.



10:17 AM



I have no words.

10:23 AM



I will be getting an attorney. You are all opportunistic assholes.



Enter message





48%

10:33 AM



Corina Young

16196330228



I will be getting an attorney. You are all opportunistic assholes.

10:31 AM



Matt, Cotton, Gina, Jacob... now you... it's so disgusting to disrupt and destroy people's lives. I'm fucking hiding from Cotton!!!

10:35 AM



Now things I told you in confidence... seriously? You know Jim is on my CUP.

10:37 AM



You know is jeopardizes my future and everything I have worked so hard for.

10:38 AM



I hate you

10:46 AM



And I never asked you to "not" tell the truth

10:49 AM



Enter message



2.9-144



← Corina Young
16196330228



And I never asked you to "not" tell the truth

10:48 AM

I have not shared anything you have told me in confidence with Darryl. I don't trust him, he's literally been driven near insane because of this. But if this comes down to getting deposed and being on trial and I get asked about Aaron, which I will, I'm going to have to tell them what I know. Aaron pays Matt points for cannabis sold to unlicensed shops, he repeatedly told you that you were dreaming the Bartell meeting, he offered you money to somehow keep him out of this. Shapiro told



Enter message





48%

10:33 AM



Corina Young

16196330228



I have not shared anything you have told me in confidence with Darryl. I don't trust him, he's literally been driven near insane because of this. But if this comes down to getting deposed and being on trial and I get asked about Aaron, which I will, I'm going to have to tell them what I know. Aaron pays Matt points for cannabis sold to unlicensed shops, he repeatedly told you that you were dreaming the Bartell meeting, he offered you money to somehow keep him out of this. Shapiro told you not to get an attorney. That is so unethical! Believe it or not, I have moved heaven and earth myself to not get involved. Gina told me in march of 2017 she was working on drafts for the property and I have NEVER provided my testimony on that because I don't want to be involved. I don't want to be a witness even though I have testimony that proves she's in on it. Darryl and Jacob have begged me for months to provide my testimony and I have not.



10:48 AM



Enter message



2.9-146

← Corina Young
16196330228



And I never asked you to "not" tell the truth

10:49 AM

I know. I'm not saying you did. I just meant that there is no situation where I cannot. I would stay out of it if I could. But that's not an option for me either now.

10:49 AM



I dont know what to believe anymore

10:51 AM



In this business everyone make points. Thanks not a big deal. I'm more bothered by the fact Matt literally knows every deal offer that I have had.

10:54 AM

I know. But it's not ethical for attorneys to facility cannabis transactions and get paid point for every deal. I know it's normal in the industry, but it's not ethical for



Enter message





48%

10:33 AM



Corina Young

16196330228



I know. But it's not ethical for attorneys to facilitate cannabis transactions and get paid point for every deal. I know it's normal in the industry, but it's not ethical for attorneys. That's why he's going to try to discredit you and say you're a pothead, to make it look like you have a bad memory or are a liar. When you talk to your attorney, he will confirm that Gera's lawsuit is fraudulent and Matt's actions are unethical. And Aaron's actions speak for themselves. Just tell everything to your attorney and follow his advice.



10:59 AM

Matt can't use attorney-client privileged information in any way against you. Have your attorney send him a letter explicitly stating as much.



11:00 AM



If I lose my La MESA CUP over any of this... I'm suing everyone

11:00 AM



Enter message



2.9-148

← Corina Young ☎️ 🗑️
16196330228



If this is true and what they are doing to Cotton is true..... What do you think they will do to us for simply telling the truth. Haven't you already gotten

11:41 AM



threats? What do you think will come next? These guys know where I live. THEY KNOW WHERE I LIVE! Matt has sat on my patio and discussed federal and all my

11:41 AM



deals... he inserted Gina and Bartel in my life ... as well as Aaron now that I think about it. All after I discussed federal with him. Is this all a random

11:41 AM



coincidence or is it all because of federal? I'm growing more and more concerned that these things are true. Is Matt saying I'm a pothead a big deal? He was

11:41 AM



Enter message



← Corina Young 16196330228 📞 🗑️

11:41 AM

Corina. I know your upset and this is bad. Please meet your attorney as soon possible and don't text me or anyone anymore, these text messages can get subpoenaed. This is important. I'm not an attorney and nothing you tell me is covered by privilege. Don't talk or text anyone until your attorney examines and understands the geraci v cotton case. What I still don't think you understand the complete import of, is that Bartell's comment shows bad faith and provides proof of a conspiracy. I know you had no idea that comment back then would stir up such a shit storm now. But I can't control Cotton and there is no way he will not drag you and me into this. I swear I wish I had not been there and heard you say that. But it puts us in a potentially adversarial position. **DON'T TALK OR TEXT WITH ANYONE.** Everyone has their own agenda, you need to look out for yourself.

11:51 AM



EXHIBIT 3.0



State of California
 Bill Jones
 Secretary of State

**LIMITED LIABILITY COMPANY
 ARTICLES OF ORGANIZATION**

A \$70.00 filing fee must accompany this form.
 IMPORTANT – Read instructions before completing this form.

200019510024
 File#

FILED
 In the Office of the Secretary of State
 of the State of California

JUL 11 2000

Bill Jones
 BILL JONES, Secretary of State

This Space For Filing Use Only

1. Name of the limited liability company (end the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")
 RAZUKI INVESTMENTS, L.L.C.

2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea limited liability company act.

3. Name the agent for service of process and check the appropriate provision below:
 FREDDY GARMO _____ which is
 an individual residing in California. Proceed to item 4.
 a corporation which has filed a certificate pursuant to section 1505. Proceed to item 5.

4. If an individual, California address of the agent for service of process:
 Address: 275 East Douglas Avenue, Suite 110
 City: EL CAJON, CA State: CA Zip Code: 92020

5. The limited liability company will be managed by: (check one)
 one manager more than one manager single member limited liability company all limited liability company members

6. Other matters to be included in this certificate may be set forth on separate attached pages and are made a part of this certificate. Other matters may include the latest date on which the limited liability company is to dissolve.

7. Number of pages attached, if any:

8. Type of business of the limited liability company. (For informational purposes only)
 INVESTMENTS IN REAL PROPERTY

9. ~~DECLARATION:~~ It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

Freddy Garmon
 Signature of Organizer

FREDDY GARMO
 Type or Print Name of Organizer

6/29/00
 Date

10. RETURN TO:
 NAME GARMO & ASSOCIATES
 FIRM ATTORNEYS AT LAW
 ADDRESS 275 EAST DOUGLAS AVENUE, SUITE 110
 CITY/STATE EL CAJON, CALIFORNIA 92020
 ZIP CODE



**State of California
Bill Jones
Secretary of State**

FILED
SACRAMENTO, CALIF.

AUG 18 2000

Bill Jones
BILL JONES
SECRETARY OF STATE

LIMITED LIABILITY COMPANY – STATEMENT OF INFORMATION

Filing Fee - Please see information section

IMPORTANT – Read Instructions Before Completing This Form

1. LIMITED LIABILITY COMPANY NAME

RAZUKI INVESTMENTS, L.L.C.

This Space For Filing Use Only

A

2. SECRETARY OF STATE FILE NUMBER

200019510024

3. JURISDICTION OF FORMATION

CALIFORNIA

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY AND STATE ZIP CODE
7977 Broadway Ave., Lemon Grove, CA 91954

5. STREET ADDRESS IN CALIFORNIA OF OFFICE WHERE RECORDS ARE MAINTAINED (FOR DOMESTIC ONLY) CITY ZIP CODE
Same as above CA

6. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:
 AN INDIVIDUAL RESIDING IN CALIFORNIA.
 A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO SECTION 1505 OF THE CALIFORNIA CORPORATIONS CODE.
AGENTS NAME: SALAM RAZUKI

7. ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY ZIP CODE
Same as # 4 above CA

8. DESCRIBE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY.
Real Estate Management

LIST THE NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER AND CHIEF EXECUTIVE OFFICER (CEO), IF ANY. (CHECK THE APPROPRIATE DESIGNATION). ATTACH ADDITIONAL PAGES IF NECESSARY.

9. NAME HAITHAM RAZUKI [X] MANAGER
ADDRESS Same as # 4 [X] MEMBER
CITY STATE ZIP [] CEO, IF ANY

10. NAME SALAM RAZUKI [X] MANAGER
ADDRESS Same as #4 [X] MEMBER
CITY STATE ZIP [] CEO, IF ANY

11. NUMBER OF PAGES ATTACHED, IF ANY.

12. I DECLARE THAT THIS STATEMENT IS TRUE, CORRECT, AND COMPLETE.

SIGNATURE OF INDIVIDUAL AUTHORIZED TO SIGN

8-14-00
DATE

SALAM RAZUKI
TYPE OR PRINT NAME AND TITLE OF PERSON SIGNING

DUE DATE: OCT 11 2000



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

20-B99861

FILED

In the office of the Secretary of State
of the State of California

MAY 12, 2020

IMPORTANT — Read instructions before completing this form.

Filing Fee – \$20.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

This Space For Office Use Only

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)
RAZUKI INVESTMENTS, L.L.C.

2. 12-Digit Secretary of State File Number 200019510024	3. State, Foreign Country or Place of Organization (only if formed outside of California) CALIFORNIA
---	--

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box 7977 Broadway	City (no abbreviations) Lemon Grove	State CA	Zip Code 91945
b. Mailing Address of LLC, if different than item 4a 7977 Broadway	City (no abbreviations) Lemon Grove	State CA	Zip Code 91945
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 7977 Broadway	City (no abbreviations) Lemon Grove	State CA	Zip Code 91945

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b Haith	Middle Name	Last Name Razuki	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 7977 Broadway	City (no abbreviations) Lemon Grove	State CA	Zip Code 91945

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) Salam	Middle Name	Last Name Razuki	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 7977 Broadway	City (no abbreviations) Lemon Grove	State CA	Zip Code 91945

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
Property Holding

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

9. The Information contained herein, including any attachments, is true and correct.

05/12/2020

Shaun Chamberlin

Office Assistant

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []

3.0-155



**Attachment to
Statement of Information
(Limited Liability Company)**

**LLC-12A
Attachment**

20-B99861

A. Limited Liability Company Name

RAZUKI INVESTMENTS, L.L.C.

This Space For Office Use Only

B. 12-Digit Secretary of State File Number

200019510024

C. State or Place of Organization (only if formed outside of California)

CALIFORNIA

D. List of Additional Manager(s) or Member(s) - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name Sarah	Middle Name	Last Name Razuki	Suffix
Entity Name			
Address 7977 Broadway	City (no abbreviations) Lemon Grove	State CA	Zip Code 91945
First Name Salam	Middle Name	Last Name Razuki	Suffix
Entity Name			
Address 7977 Broadway	City (no abbreviations) Lemon Grove	State CA	Zip Code 91945
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code

EXHIBIT 3.1

Calendar Year

2015

CITY OF SAN DIEGO

LOBBYING FIRM
REGISTRATION FORM
[Form EC-601]

For Official Use Only

E-Filed
01/19/2015
15:04:14
Filing ID:
153775896 Check Box if an Amendment (explain: _____)Total Number of Pages: 11 (including cover sheet)

Lobbyists Added: _____

Clients Added: _____

Fees Due: \$ _____

Identify the Firm.

Bartell & Associates		Telephone Number	
Name of Lobbying Firm			
San Diego		CA	92108
Business Address (Number & Street)	(City)	(State)	(Zip)

Schedule A: Lobbyist Disclosure. Complete this schedule by identifying each individual in the firm who has lobbied the City during the 30 days prior to registration, or is expected to lobby the City during the year.**Schedule B: Client Disclosure.** Complete this schedule by identifying each client for whom the firm provides lobbying services.**Schedule C: Activities Disclosure.** Complete this schedule if any "Yes" boxes are checked.

		Check box if the firm has information to report regarding the applicable activity.
		Check box if the firm has <u>no</u> information to report regarding the applicable activity.
YES	NO	You <u>MUST</u> check one box for each part of Schedule C.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 1: Fundraising Activities. Owners, compensated officers, and lobbyists who engaged in "fundraising activities" for the benefit of a current elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 2: Campaign Services. Owners, compensated officers, and lobbyists who provided compensated campaign services to an elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 3: Contract Services. Owners, compensated officers, and lobbyists who provided compensated services under a City contract within the last two years.

Schedule D: Deleting Clients & Lobbyists (Amendment Only). Complete this schedule if removing clients or lobbyists from your registration (must check the amendment box above).**VERIFICATION**

I have been authorized by the Lobbying Firm identified above to make this verification. I have reviewed and understand the requirements of the Lobbying Ordinance (San Diego Municipal Code §§ 27.4001-27.4055). I have exercised reasonable diligence in the course of reviewing this Registration Form for completeness and accuracy. I declare under penalty of perjury under the laws of the State of California that the contents of this Registration Form, including all attached schedules, are true, correct, and complete, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on 01/19/2015 at San Diego, CA
(Date) (City and State)By: _____ Adrian Kwiatkowski _____ Vice President
(Signature) (Print Name) (Title)

Email address for a point of contact within the firm (optional): _____

Registration terminates every January 5; annual re-registration is required.

SCHEDULE B: CLIENT DISCLOSURE

Name of Lobbying Firm: Bartell & Associates

CLIENT'S NAME: Michael Sherlock Telephone No.: _____

Client's Address (Number & Street) _____ (City) La Jolla (State) CA (Zip) 92037

Nature and Purpose of Client's Business: Medical Marijuana Dispensary

Specific or General Municipal Decisions (see instructions): Approval of Dispensary located at 8863 Balboa Ave. #E, San Diego, CA

Outcome(s) sought: Approval of Dispensary

If this client is a coalition or membership organization, state the name, address, and telephone number of each member of the coalition who has reached the \$1,000 threshold (see instructions):

CLIENT'S NAME: _____ Telephone No.: _____

Client's Address (Number & Street) _____ (City) _____ (State) _____ (Zip) _____

Nature and Purpose of Client's Business: _____

Specific or General Municipal Decisions (see instructions): _____

Outcome(s) sought: _____

If this client is a coalition or membership organization, state the name, address, and telephone number of each member of the coalition who has reached the \$1,000 threshold (see instructions):

Comments: _____

If more space is needed, check box and attach continuation sheet(s).

EXHIBIT 3.2

Calendar Year
20 17

CITY OF SAN DIEGO

**LOBBYING FIRM
REGISTRATION FORM**
[Form EC-601]

For Official Use Only

E-Filed
02/09/2017
16 23 19

Filing ID:
163251623

Lobbyists Added:	0
Clients Added:	3
Fees Due: \$	90.00

Check Box if an Amendment (explain: Additional lobbying firm
registration disclosures _____)

Total Number of Pages: 19 (including cover sheet)

Identify the Firm.

<u>Bartell & Associates</u>			
Name of Lobbying Firm		Telephone Number	
<u>San Diego</u>		<u>CA</u>	<u>92108</u>
Business Address (Number & Street)	(City)	(State)	(Zip)

Schedule A: Lobbyist Disclosure. Complete this schedule by identifying each individual in the firm who has lobbied the City during the 30 days prior to registration, or is expected to lobby the City during the year.

Schedule B: Client Disclosure. Complete this schedule by identifying each client for whom the firm provides lobbying services.

Schedule C: Activities Disclosure. Complete this schedule if any "Yes" boxes are checked.

Check box if the firm has information to report regarding the applicable activity.
 Check box if the firm has no information to report regarding the applicable activity.

YES	NO	You MUST check one box for each part of Schedule C.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 1: Fundraising Activities. Owners, compensated officers, and lobbyists who engaged in "fundraising activities" for the benefit of a current elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 2: Campaign Services. Owners, compensated officers, and lobbyists who provided compensated campaign services to an elected City Official within the last two years.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Part 3: Contract Services. Owners, compensated officers, and lobbyists who provided compensated services under a City contract within the last two years.

Schedule D: Deleting Clients & Lobbyists (Amendment Only). Complete this schedule if removing clients or lobbyists from your registration (must check the amendment box above).

VERIFICATION

I have been authorized by the Lobbying Firm identified above to make this verification. I have reviewed and understand the requirements of the Lobbying Ordinance (San Diego Municipal Code §§ 27.4001-27.4055). I have exercised reasonable diligence in the course of reviewing this Registration Form for completeness and accuracy. I declare under penalty of perjury under the laws of the State of California that the contents of this Registration Form, including all attached schedules, are true, correct, and complete, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on 02/09/2017 at San Diego, CA
(Date) (City and State)

By: _____
(Signature) Adrian Kwiatkowski (Print Name) Vice President (Title)

Email address for a point of contact within the firm (optional): _____

Registration terminates every January 5; annual re-registration is required.

Calendar Year
2017

CITY OF SAN DIEGO

LOBBYING FIRM REGISTRATION FORM [Form EC-601]

For Official Use Only

E-Filed
02/09/2017
16:23:19
Filing ID:
163251623

Check Box if an Amendment (explain: Additional lobbying firm
registration disclosures)

Total Number of Pages: 19 (including cover sheet)

Lobbyists Added: 0
Clients Added: 3
Fees Due: \$ 90.00

Identify the Firm.

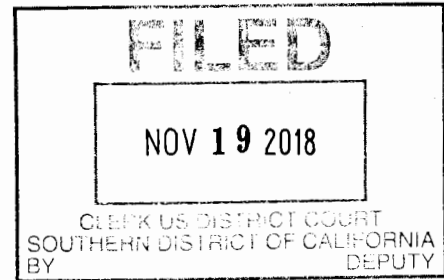
Bartell & Associates			
Name of Lobbying Firm		Telephone Number	
Business Address (Number & Street)		San Diego	CA 92108
		(City)	(State) (Zip)

Name of Lobbying Firm: Bartell & Associates

CLIENT'S NAME: <u>Razuki Investments LLC</u>	Telephone No.:
Client's Address (Number & Street)	Lemon Grove CA 91945 (City) (State) (Zip)
Nature and Purpose of Client's Business: <u>Investment firm</u>	
Specific or General Municipal Decisions (see instructions): <u>Appeal of Planning Commission decision for 37770</u> <u>Murphy Canyon Road, San Diego, CA</u>	
Outcome(s) sought: <u>Appeal to City Council</u>	
If this client is a coalition or membership organization, state the name, address, and telephone number of each member of the coalition who has reached the \$1,000 threshold (see instructions):	

CLIENT'S NAME: _____	Telephone No.:
Client's Address (Number & Street)	(City) (State) (Zip)
Nature and Purpose of Client's Business: _____	
Specific or General Municipal Decisions (see instructions): _____	
Outcome(s) sought: _____	

EXHIBIT 3.3



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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

SALAM RAZUKI (1),
SYLVIA GONZALES (2),
and
ELIZABETH JUAREZ (3),

Defendants.

Case No.:

18MJ5915

COMPLAINT

Title 18, United States Code, Section 956 -
Conspiracy to kill, kidnap, maim an individual
Title 18, United States Code, Section 1201(c) -
Conspiracy to kidnap

The undersigned complainant being duly sworn states:

COUNT 1

On a date unknown and continuing through on or about November 16, 2018, within the Southern District of California, defendants SALAM RAZUKI, SYLVIA GONZALES, and ELIZABETH JUAREZ did knowingly and intentionally conspire to commit at a place outside the United States, to wit: Mexico, an act that would constitute the offense of murder, kidnapping or maiming if committed in the special maritime and territorial jurisdiction of the United States, in violation of Title 18, United States Code, Section 956.

COUNT 2

1
2 On a date unknown and continuing through on or about November 16, 2018, within
3 the Southern District of California, defendants SALAM RAZUKI, SYLVIA GONZALES,
4 and ELIZABETH JUAREZ did conspire with one another to willfully seize, confine,
5 inveigle, kidnap, abduct and carry away N.M. for another purpose, to wit: intimidation and
6 murder, and to transport N.M. in foreign commerce from the United States to Mexico, in
7 violation of Title 18, United States Code, Section 1201(c).

8
9 And the complainant states that this complaint is based on the attached statement of
10 facts, which is incorporated herein by reference.

11
12 
13 MICHELLE HART
14 FBI Special Agent

15 Sworn to before me and subscribed in my presence

16 this 16 day of November, 2018.

17
18 
19 HONORABLE WILLIAM V. GALLO
20 UNITED STATES MAGISTRATE JUDGE
21
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Probable Cause Statement

1
2
3 On or about October 17, 2018, SALAM RAZUKI and SYLVIA GONZALES met
4 with a Confidential Human Source (CHS1) requesting CHS1 arrange to kill one of their
5 business associates, N.M.¹ According to RAZUKI and GONZALES, they had invested in
6 multiple properties and business ventures together and were now involved in a civil dispute
7 over their assets. RAZUKI and GONZALES told CHS1 that they wanted CHS1 to “shoot
8 him [N.M.] in the face,” “to take him to Mexico and have him whacked,” or kill him in
9 some other way. RAZUKI and GONZALES provided CHS1 a picture of N.M., which
10 CHS1 provided to the FBI.

11 On or about November 5, 2018, CHS1 met with GONZALES at The Great Maple
12 in San Diego, CA. During the meeting, GONZALES asked if CHS1 could “get rid of
13 Salam’s [RAZUKI] other little problem, [N.M.], because it looks like they’re going to
14 appeal.... I would love for him [N.M.] to go to TJ and get lost. Just leave him over there.”
15 GONZALES said the civil dispute between her, RAZUKI, and N.M. was over \$44 million
16 dollars. GONZALES went on to say, “It’s no joke, Salam [RAZUKI] has a lot of money
17 tied up right now, and he’s paying attorney fees. You need to get rid of this asshole [N.M.],
18 he’s costing me too much money!” GONZALES wanted this to occur before the next
19 court date in their civil suit scheduled on or about November 15, 2018. At a certain point
20 during the conversation, a server was close to their table and GONZALES said, “You don’t
21 have to kill him, you don’t have to put him off the face of the earth.” Despite her words at
22 the time, GONZALES was making a slashing movement across her neck indicating she
23

24 ¹ CHS1 has been cooperating with the FBI since 2009 and had provided information,
25 which was vetted and later determined credible, reliably over the years leading to the
26 successful identification and prosecution of drug traffickers, money launderers, and other
27 subjects in numerous FBI criminal investigations. RAZUKI is also a confidential source
28 for the FBI and has been since approximately May 2014. However, RAZUKI has not
informed the FBI of any of his actions, or those of GONZALES or JUAREZ, in attempting
to have N.M. kidnapped and killed.

1 wanted N.M. to be killed. During the conversation, GONZALES advised that there was
2 no reason to involve RAZUKI in planning for the kidnapping of N.M. because “I am the
3 one with the balls, any time they [business partners, including RAZUKI] have a problem,
4 they come after me ... they say Sylvia is like a little ... honey badger ... they’re like send
5 the honey badger after them.”

6 On November or about 8, 2018, CHS1 met with GONZALES at Banbu Sushi Bar
7 and Grill in La Mesa, CA. At the outset of the meeting, GONZALES continued to
8 complain about N.M. and the ongoing civil lawsuit. According to GONZALES, another
9 individual was coming, later identified as ELIZABETH JUAREZ, to talk about how to
10 handle N.M. GONZALES said, “Elizabeth [JUAREZ] right here, Elizabeth is going to
11 give you a proposition also on that problem. She said all you got to do is get him to Mexico
12 and she’ll take care of him over there.” CHS1 asked, “She will?” and GONZALES replied,
13 “Yes, that’s why she’s coming.”

14 Approximately one hour, 20 minutes into GONZALES’ and CHS1’s meeting at
15 Banbu Sushi Bar and Grill, JUAREZ joined them. JUAREZ said that all CHS1 needed to
16 do was to get N.M. down to Mexico and she would take care of the rest. JUAREZ and
17 GONZALES said a lot of people have it out for N.M. so nothing would come back on
18 RAZUKI. GONZALES said she wanted to watch and wanted N.M. to know that it had
19 come from them [GONZALES and RAZUKI], but JUAREZ cautioned GONZALES
20 shouldn’t watch because it would be gruesome and haunt her. JUAREZ said this “wasn’t
21 her first rodeo” and went on to talk about a previous incident involving a female from Vista,
22 CA, who was drugged and kidnapped. CHS1, GONZALES, and JUAREZ discussed a cost
23 of \$2,000 for the job. CHS1 clarified whether GONZALES and JUAREZ wanted this to
24 happen in the United States or Mexico. JUAREZ said, “No, I don’t want it done here [in
25 the United States].” GONZALES added, “No, let’s do it in Mexico because we can’t be
26 charged in the US. Let’s do it in Mexico in case anything comes back to us.” JUAREZ
27 said, “In Mexico it’s easier to make things go away. You pay for your freedom.”
28

1 GONZALES and JUAREZ said they wanted to “put the turkey up to roast before
2 Thanksgiving.” After the meeting, CHS1 positively identified a driver’s license photo of
3 ELIZABETH JUAREZ as the individual that joined them and talked of the kidnapping and
4 murder of N.M. This is the same individual observed by FBI agents as joining the meeting
5 as well. GONZALES advised that RAZUKI often referred to N.M. as “the midget” and
6 near the end of the dinner, JUAREZ handed CHS1 her cellphone to take a picture of
7 GONZALES and JUAREZ and said, “You can take a picture of us when we were going to
8 get rid of the midget [decided to kidnap and kill N.M.]”

9 After dinner, CHS1 called GONZALES and confirmed that CHS1 could kidnap and
10 murder N.M. During the call, CHS1 told GONZALES to provide information on N.M.,
11 including his address, what car he drives, and other identifying information. GONZALES
12 asked to meet the next day so she could give CHS1 the information requested.

13 On or about November 9, 2018, GONZALES called CHS1 and asked CHS1 to meet
14 her, RAZUKI, and JUAREZ. During the meeting, RAZUKI’S assistant, GIOVANNA
15 CONTRERAS, was also present in the room, but did not participate in the conversation
16 and had headphones in her ears most of the time. RAZUKI, GONZALES, and JUAREZ,
17 discussed with CHS1 several loans they were trying to secure for their businesses,
18 including cannabis dispensaries, as well as RAZUKI’S frustration with the ongoing civil
19 suit with N.M. At times during the meeting, RAZUKI went to the other side of the room
20 to work, though CHS1 believes it was close enough to overhear the continued conversation
21 between CHS1, GONZALES, and JUAREZ. GONZALES asked CHS1 if CHS1 needed
22 money [for the kidnapping of N.M.] and said she would go get \$1,000, but asked if CHS1
23 wanted the full payment instead. CHS1 indicated that \$1,000 fine for the time being and
24 GONZALES went to the Goldn Bloom Dispensary and returned with \$1,000 cash.
25 Surveillance agents observed GONZALES walk to the Goldn Bloom Dispensary across
26 the street and return.
27
28

1 After the meeting, CHS1 provided agents with \$1000 cash provided by GONZALES
2 as well as an envelope with a piece of paper inside, which had also been provided by
3 GONZALES. The paper had two business addresses for N.M. according to GONZALES
4 in a later meeting.

5 On or about November 13, 2018, GONZALES contacted CHS1 again via phone and
6 informed CHS1 that RAZUKI and GONZALES would be with N.M. in court at the Hall
7 of Justice located at 330 West Broadway, San Diego, CA. GONZALES requested CHS1
8 join them so CHS1 could see N.M. in person. CHS1 declined going into the courtroom,
9 but agreed to stand outside the building and wait for N.M. to exit. While inside the Hall of
10 Justice, GONZALES took a picture of N.M. with her phone and sent it to CHS1 and then
11 called CHS1 and described what N.M. was wearing at the hearing. GONZALES exited
12 the Hall of Justice and met with CHS1 to further discuss the description of N.M., which
13 was recorded. During this meeting, GONZALES explained that "10605 Roselle St." and
14 "9212 Mira Est. Ct 218 SD 92126" were locations of businesses N.M. manages. She did
15 not specifically explain the address, "2815 Camino Del Rio S. #124 San Diego, CA
16 92108." According to GONZALES, the information on the envelope and back of the paper,
17 was to assist CHS1 in locating N.M. for the kidnapping and murder in Mexico.
18 GONZALES also stated during the meeting "if they take him now, it's gunna be good."
19 GONZALES went back into the courthouse and provided CHS1 with updates as N.M. was
20 departing the Hall of Justice to ensure CHS1 observed N.M. as he left. GONZALES told
21 CHS1 that N.M. would be exiting the courthouse and that GONZALES, RAZUKI,
22 JUAREZ, and their attorney would exit after him. FBI agents observed N.M exit the
23 courthouse after CHS1 had been told this and agents observed RAZUKI, GONZALES,
24 and JUAREZ proceeded on foot to the vehicle they arrived in and departed.

25 In an interview with FBI on November 15, 2018, N.M. advised that he had invested
26 in real estate with RAZUKI in order to lease buildings to various entities – mainly
27 marijuana dispensaries. Later on November 15, 2018, CHS1 met with RAZUKI, which
28

1 was recorded and surveilled by FBI agents. CHS1 said, "I took care of it." RAZUKI
2 replied, "So he will take care of it, or it's done?" CHS1 replied, "Done." RAZUKI quickly
3 changed the subject to discuss other business investments and pending loans. Later in the
4 conversation, CHS1 said, "Well, when I talked to what's her name, she said that she wanted
5 to have proof. Do you want to see it, or are you ok with it?" RAZUKI replied, "No, I'm
6 ok with it. I don't want to see it." Shortly thereafter, CHS1 requested the remainder of the
7 agreed-upon payment and RAZUKI directed CHS1 to follow up with GONZALES for
8 payment.

9 On November 15, 2018, GONZALES was arrested and advised of her Miranda
10 rights and agreed to speak with agents. During her interview, GONZALES admitted the
11 existence of the ongoing civil lawsuit between N.M. and RAZUKI, GONZALES, and
12 JUAREZ, but denied involvement in any conspiracy to kidnap and kill N.M.

13 On November 16, 2018, JUAREZ was arrested and advised of her Miranda rights
14 and agreed to speak with agents. JUAREZ admitted to having the meetings and
15 conversations about kidnapping and killing N.M., but said she didn't think the group would
16 actually go through with it.

17 On November 16, 2018, RAZUKI was arrested and advised of his Miranda rights
18 and agreed to speak with agents. During his interview, RAZUKI admitted the existence of
19 the ongoing civil lawsuit between N.M. and RAZUKI, GONZALES, and JUAREZ
20 involving approximately \$40 million. RAZUKI heard that N.M. was missing, but thought
21 it was a joke and denied involvement in any conspiracy to kidnap and kill N.M.

EXHIBIT 3.4



County of San Diego

GLENN N. WAGNER, D.O.
CHIEF MEDICAL EXAMINER

OFFICE OF THE MEDICAL EXAMINER
5570 OVERLAND AVE., SUITE 101, SAN DIEGO, CALIFORNIA 92123-1206
TEL: (858) 694-2895 FAX: (858) 495-5956

INVESTIGATIVE REPORT

1/5/2016

CALL INFO	NAME OF DECEASED (LAST, FIRST MIDDLE) SHERLOCK, Michael De Carlo			AKA	HIO <input type="checkbox"/>	CASE NUMBER 15-02760
	INVESTIGATOR Sandra Joseph	REPORTED BY Officer Armstrong ID	REPORTING AGENCY San Diego County Medical Examiner		PREVIOUS WAIVE #	
	CALL DATE AND TIME 12/03/2015 0703		ARRIVAL DATE AND TIME 12/03/2015 0810		RETURN DATE AND TIME 12/03/2015 1300	
DECEDENT	DATE AND TIME OF DEATH 12/03/2015 0634	DATE OF BIRTH 01/25/1968	AGE 47 Years	GENDER Male	RACE White	
	RESIDENCE (STREET, CITY, STATE, ZIP) 5439 Westknoll Drive San Diego, CA 92109			COUNTY	LAST SEEN ALIVE 12/2/2015 2000	
	COUNTRY OF RESIDENCE USA	OCCUPATION Self-employed		PAID AUTOPSY <input type="checkbox"/>		
DEATH	LOCATION OF DEATH Found, Tourmaline Surfing Park			TYPE OF PLACE Other		
	ADDRESS (STREET, CITY, STATE, ZIP) N 32 48 20 W 117 15 47 La Jolla, CA 92037					
	SUMMARY <p>The decedent was a 47 year old, married, White male who resided in San Diego with his wife and two minor children. The decedent was last seen by his wife on the evening of 12/3/2015 when he was upset and said he was going to the beach. On the morning of 12/3/2015, a surfer at Tourmaline Surfing Park saw the decedent seated on the rocky beach against the cliff. As he approached, he saw blood on his face and a gun at his left hip. The surfer called 9-1-1. San Diego Police Department and San Diego Fire Department engine 21 responded to the scene and death was confirmed without intervention.</p> <p>Medical Examiner's jurisdiction invoked according to the California Government Code 27491: Death due to known or suspected suicide.</p>					
INCIDENT	LOCATION OF INCIDENT Beach			INCIDENT PLACE TYPE AT WORK <input type="checkbox"/> AT RESIDENCE <input type="checkbox"/>		
	ADDRESS (STREET, CITY, STATE, ZIP) N 32 48 20 W 117 15 47 La Jolla, CA 92037			COUNTY San Diego		
	DATE AND TIME OF INCIDENT 12/03/2015 Unk	INVESTIGATING AGENCY San Diego Police	OFFICER Officer Armstrong	BADGE # 7324	REPORT #	
	DECEDENT WAS	BELTED	HELMETED <input type="checkbox"/> Yes <input type="checkbox"/> No	POSITION	ON PRIVATE PROPERTY <input type="checkbox"/> Yes <input type="checkbox"/> No	
	VEHICLE			LICENSE NUMBER	STATE	
NOTIFICATION	IDENTIFIED BY Sandra Joseph		METHOD Personal Effects	DATE AND TIME 12/03/2015 0810		
	FUNERAL HOME Bayview Cremation & Burial		PROPERTY <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PUBLIC ADMINISTRATOR <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TYPE OF EXAM Autopsy	
	NAME OF NOK OR OTHER Amy Sherlock	RELATIONSHIP Wife	DATE NOTIFIED 12/3/2015	NOTIFIED BY Other		
	NAME OF NOK OR OTHER Steve Lake	RELATIONSHIP Brother in law	DATE NOTIFIED 12/3/2015	NOTIFIED BY Law Informant		

San Diego Medical Examiner
5570 Overland Avenue, Suite#101
San Diego, CA 92123-1206
(858) 694-2895

Case Number : 15-02760
Investigator : Sandra Joseph
Date of Death : 12/03/2015
Date Today : 01/05/2016

INVESTIGATIVE NARRATIVE

Decedent: Michael De Carlo Sherlock

Antemortem Events:

On 12/3/2015 at 0812 hours, I obtained the following information from San Diego Police Officer Armstrong ID 7324 at the scene. On the morning of 12/3/2015, a surfer at Tourmaline Surfing Park, just south of Bird Rock was walking along the rocky beach to see surf conditions. As he rounded a small point, he saw the decedent seated against the cliff wearing street clothes. He walked closer as the tide was up and saw the decedent had blood around his face and a gun at his left hip. The surfer went up the beach access steps to the intersection Sea Ridge Drive and Linda Way and flagged down Tad Hodgson, who had just arrived to surf. Tad Hodgson used his cell phone to call 9-1-1. Officer Armstrong and San Diego Fire Department Engine #21 responded to the scene. Paramedic McCain confirmed death without intervention due to obvious fatal head trauma.

On 12/3/2015, I obtained the following information from the decedent's brother in law, Steve Lake at the decedent's home on. Steve stated he had spoken with the decedent on 12/2/2015 and "he was in a funk". Steve told the decedent he was coming over and they spent several hours together. During that time, the decedent had presented Steve with a list of problems. Steve said they were all little things but the decedent appeared to be overwhelmed. They talked about tackling the problems one by one until they were gone. The decedent never made any suicidal threats or appeared to be in any distress. When Steve left the decedent appeared better. On the morning of 12/3/2015, Steve's sister, Amy Sherlock, the decedent's wife called him and said the decedent had left around 2000 hours to go to the beach and he had not come home. Amy heard reports of a death at the beach and she asked Steve to go see if it was the decedent. This particular stretch of beach was sentimental to Amy and it was a known location to the decedent. Steve went to the location and saw the decedent's Ford Flex. He spoke with police and was advised of the death.

Past Medical, Surgical, and Social History:

On 12/3/2015, I obtained the following information from the decedent's wife, Amy Sherlock, at her home in San Diego. He had become increasingly depressed over business losses. The decedent saw his primary care physician, Dr. Howard Williams of Scripps and was prescribed Ambien. They were trying to get him psychiatric help but no appointments were available until February 2016. The decedent did not smoke cigarettes or drink alcohol. He did smoke marijuana but had quit a few months ago. The decedent never made any threats or expressed any suicidal ideation. The decedent was in a BMX bicycle accident several years ago and his spleen was removed.

I obtained the following information from the office of Dr. Howard Williams, MD, the decedent's primary care physician. The decedent was seen on 3/9/2015 for an annual physical and to establish as a patient. History given was variety of injuries related to being a skateboarder, BMX rider and stuntman. The decedent had previous carpal tunnel surgery of both wrists, knee surgery and removal of his spleen three years previously. The decedent had a complaint of chronic back pain but was not on any medications at that time. On 11/12/2015, the decedent was seen for trouble sleeping and anxiety. He had lost his job and was sleeping poorly. His wife reported he snored very loudly and she had witnessed episodes of sleep apnea. The decedent stated he had a history of depression and took Wellbutrin for several years. He was diagnosed with sleep disturbance, obstructive sleep apnea, depression and back pain. He was started on Trazodone 50 mg tablets to be taken at bedtime.

Scene Description:

On 12/3/2015 at 0815 hours, I arrived at the scene. At the time of my arrival, the tide was going out and it was daylight. The area of the beach was comprised of large rocks overlying coarse sand. Some rocks were smooth and some were broken and had sharp edges. There were homes situated on the cliffs above the beach. There is a stairway leading from Sea Ridge Drive down to the beach which is frequented by surfers. There were seagulls on the beach and small crustaceans in proximity to the body. The decedent was seated with his back against the cliff at GPS Coordinates N 32 48

20 W 117 15 47. There were a few small droplets of blood spatter north of the body. A Sig Sauer 9mm semiautomatic handgun, serial number B246247 was against the decedent's left hip. The backstrap (back of the grip) was on the rocks and the magazine was partially ejected. There was one PMC 9mm Luger cartridge in magazine. There was rust on the weapon and the magazine. No casing was found during a search of the scene. The decedent's cell phone, wallet and keys were found in his pants pockets. The decedent's gray Ford Flex, California License Plate 6MP752 was parked on Linda Way. The vehicle was locked. The front seat appeared to be situated for someone of his reported height on the driver license of 5'10". The interior of the vehicle was very clean and neat. There was a crumpled white t-shirt in the rear of the vehicle and another shirt on a hanger. There was no blood inside the vehicle. There were no stains on the white t-shirt. The decedent's cell phone was fingerprint and password locked, however the notifications showed numerous missed phone calls and messages. The scene did not appear staged.

Body Description:

On 12/3/2015 at approximately 0825 hours, I viewed the body. The decedent was seated on the rocks with his legs extended straight in front of his body. His head was turned slightly to the right (North). His left hand was on his lap and his right hand was across rocks. There were a few small blood droplets North of the body. The decedent was wearing gray sweatpants, black hoodie zippered closed, red t-shirt and black lace shoes. There was a black ball cap was partially on and behind left shoulder. There were numerous ants and sea roaches on the body. There was drying blood from the right side of his mouth. There was small blood spatter around his mouth and drying blood from his right nostril. There was a large blood clot in his mouth. There was a contusion on his right forehead. I palpated a possible defect in his mouth but could not view it due to clotted blood. There was crepitus of his head and a large depression on the occipital area of his head. There was no defect visible on the scalp. At 0845 hours, clean white paper protective bags were placed over his hands.

On 12/3/2015 at 0920 hours, 92M Transport personnel E. Arenas and Y. Andre placed the decedent in a clean, white pouch and blue tamper evident seal 4141517 was affixed to the pouch for transport to the Medical Examiner's Office.

Special Requests:

There were no special requests.

Identification:

I identified the decedent from his California Driver License #B3811759.

Antemortem Specimens:


Not applicable.

Public Administrator:

A referral to the Public Administrator was not requested.

Other Important Factors:

There were no other important factors.

Signed: 
Sandra Joseph
Medical Examiner Investigator

Date Signed: 1/3/2016

Approved by: 



County of San Diego

GLENN N. WAGNER, D.O.
CHIEF MEDICAL EXAMINER

JONATHAN R. LUCAS, M.D.
CHIEF DEPUTY MEDICAL EXAMINER

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5570 OVERLAND AVE., SUITE 101, SAN DIEGO, CALIFORNIA 92123-1206

TEL: (858) 694-2895 FAX: (858) 495-5956

AUTOPSY REPORT

Name: MICHAEL DE CARLO SHERLOCK **ME#:** 15-2760
Place of death: Tourmaline Surfing Park **Age:** 47 Years
N 32 48 20 W 117 15 47 **Sex:** Male
Date of death: Found,
December 3, 2015; 0634 Hours
Date of autopsy: December 4, 2015; 0915 Hours

CAUSE OF DEATH: PENETRATING INTRAORAL GUNSHOT WOUND

MANNER OF DEATH: SUICIDE

AUTOPSY SUMMARY:

- I. Penetrating intraoral gunshot wound:
 - A. Entrance: oral cavity/posterior pharynx.
 - B. Injury to: oral cavity, posterior pharynx, brainstem/upper cervical spinal cord, base of skull, and structures of posterior neck.
 - C. Exit: none.
 - D. Recovered: partially deformed copper-colored jacketed bullet recovered from tissue of posterior aspect of neck.
 - E. Wound pathway: the wound pathway directed front-to-back and upward with no significant right/left deviation.
 - F. Associated injuries: hemorrhage along wound path, subarachnoid hemorrhage greater at base and right side of brain, subdural hemorrhage (approximately 20 ml), linear fractures of anterior cranial fossae and right and left sides of posterior cranial fossa, contusions of inferior temporal lobes of brain, hemoaspiration, fine oral stretch marks on right and left aspects of skin of lips, and multiple contusions and abrasions of lower lip.

- II. Other injuries:
 - A. Abrasions and contusions of forehead, chin, posterior aspect of right hand, and right leg.

- III. No evidence of significant natural disease identified.
- IV. Other findings:
 - A. Extensive peritoneal adhesions and absent spleen status post remote splenectomy.
- V. Toxicological testing not contributory.

OPINION: According to the investigative information, the decedent was a 47-year-old White male who lived in San Diego with his wife and two minor children. The decedent was last seen alive on December 2nd around 2000 hours, when he was upset and said he was going to the beach. On the morning of December 3rd, a surfer at Tourmaline Surfing Park saw the decedent seated on a rocky portion of the beach against a cliff. As he approached he saw the decedent had blood on his face and a gun at his left hip. The surfer called 911. San Diego Police Department and San Diego Fire Department Engine 21 responded to the scene and death was confirmed without intervention. The decedent's brother stated that the decedent was "in a funk." The brother told the decedent he was coming over to his residence and they spent several hours together. During that time, the decedent presented to his brother a list of problems that Steve thought were all little things, but the decedent apparently appeared overwhelmed. They talked about tackling the problems one by one until they were gone. The decedent never made suicidal threats or appeared to be in any distress. When his brother left, the decedent appeared better.

At the scene, the brother located the decedent's vehicle close by. The decedent had a primary care physician and was prescribed Ambien at some point because he was becoming increasingly depressed over business losses. The family was trying to get him psychiatric help, but no appointments were available until February of 2016. The decedent reportedly did not smoke cigarettes or drink alcohol. He did smoke marijuana. He never made any threats or expressed suicidal ideation. Per the decedent's wife, the decedent had remote surgery and his spleen was removed after a BMX accident. According to medical records review, the decedent had a history of sleep disturbance, obstructive sleep apnea, depression, and back pain.

The autopsy documented a well-developed, well-nourished male appearing the stated age of 47 years. There was an intraoral gunshot wound that injured the tongue, posterior pharynx, brainstem/upper cervical spinal cord, base of skull, and soft tissues of posterior aspect of the neck. No exit wound was identified. A partially deformed copper-colored jacketed bullet was recovered from the soft tissue of the posterior neck at autopsy. The wound pathway was directed front-to-back and upward with no significant right/left deviation. There was evidence of close range discharge of a firearm (soot surrounding tongue injury). There were other minor injuries to include scattered abrasions. There was

no evidence of significant natural disease. There was evidence of a remote splenectomy. Toxicological testing detected no ethanol or common drugs of abuse in the blood.

Based on the autopsy findings and the circumstances surrounding the death, as currently understood, the cause of death is **penetrating intraoral gunshot wound**, and the manner of death is **suicide**.

ROBERT STABLEY, M.D.
Deputy Medical Examiner

Date signed:

The autopsy was performed at the Office of the San Diego County Medical Examiner on December 4, 2015 beginning at 0915 hours.

IDENTIFICATION: The body is identified by two Medical Examiner's identification bands on the right ankle bearing the decedent's name and case number.

WITNESSES: Assisting with the autopsy is Forensic Autopsy Specialist Stephen Hannum. There are no outside observers.

CLOTHING AND PERSONAL EFFECTS: A brown paper bag containing clothing accompanies the body at autopsy. In addition, a black, long-sleeved, zipper down the middle sweatshirt and a short-sleeved, red T-shirt are on the body. There are no obvious defects on the shirt or the sweatshirt. White paper bags cover the hands and are secured with tape; they are removed and discarded due to lack of evidentiary value.

EVIDENCE OF MEDICAL INTERVENTION: There is no evidence of medical intervention identified at autopsy.

EXTERNAL EXAMINATION

Injuries are fully described in the "Evidence of Injury" section below. The body is that of a well-developed, well-nourished male. The body weighs 187 pounds, is approximately 67 inches in length, and appears compatible with the reported age of 47 years. The body is well preserved, cold, and has not been embalmed.

The head is injured. The scalp hair is brown with streaks of gray and approximately 2-1/2 inches long. The face is clean shaven. The irides are green. The corneas are cloudy. The conjunctivae and sclerae are unremarkable. No petechial hemorrhages are seen. The external auditory canals, external nares, and oral cavity contain blood. The ears and earlobes are unremarkable. The nasal skeleton and maxilla are palpably intact. The lips and oral mucous membranes are injured. The teeth are natural. Examination of the neck reveals no gross evidence of injury.

The chest is symmetrical. The breasts are those of an adult male with no palpable masses. The abdomen is flat and soft. A vertical midline surgical scar extends from the epigastrium to approximately 3 inches inferior to the umbilicus. No other obvious surgical scars are seen. The back is symmetrical and unremarkable.

The extremities are symmetric and normally formed without track marks, ventral wrist scars, edema, deformities, or amputations. The fingernails and toenails are intact. There is blood on both hands. No obvious soot or gunshot residue is identified.

The genitalia are those of an adult male with bilaterally descended testes palpated within the scrotum.

SCARS AND OTHER IDENTIFYING MARKS: Scattered incidental scars are on the body.

TATTOOS: None.

POSTMORTEM CHANGES: The body is cold. Rigor is moderate in all extremities and in the jaw. Lividity is unfixated on the posterior surface of the body except in areas exposed to pressure.

EVIDENCE OF INJURY

PENETRATING INTRAORAL GUNSHOT WOUND:

In the oral cavity located midline is an entrance gunshot wound located approximately 9 inches below the top of the head. No obvious clot surrounds the wound. There is injury to the oral mucosa, tongue (1-3/4 x 1-1/2 inch stellate injury with soot surrounding the wound), soft palate to include uvula, posterior pharynx, clivus of base of skull, brainstem/upper spinal cord (transected), and soft tissue of posterior aspect of neck. No exit wound is identified. A partially deformed copper-colored jacketed bullet is recovered from the soft tissue of the posterior aspect of the neck. The bullet pathway is directed front-to-back and upward with no significant right/left deviation. Associated with this gunshot wound is hemorrhage along the wound path, subarachnoid hemorrhage greater at the base and right side of the brain, subdural hemorrhage (approximately 20 ml), linear fractures of the anterior cranial fossae and right and left sides of the posterior cranial fossa, contusions of the inferior temporal lobes of the brain, hemoaspiration, fine oral stretch marks on right and left aspects of skin of lips, and multiple contusions and abrasions of the lower lip.

MINOR INJURIES:

A 1 x 1 inch red abrasion is on the right forehead, just above the lateral aspect of the right eyebrow. A 1/16 inch round abrasion is on the chin region. Multiple abrasions are on the posterior aspect of the right hand and digits of the right hand. A 1 x 1 inch faint red-pink contusion is on the anterolateral aspect of the distal right leg.

INTERNAL EXAMINATION

ABDOMINAL WALL: The subcutaneous fat layer measures up to 3.0 cm thick.

BODY CAVITIES: There are extensive adhesions in the peritoneal cavity. The pleural and pericardial cavities are free of adhesions. All body cavities contain normal amounts

of serous fluid. All body organs are present in their normal anatomical position, with the exception of the spleen, which is surgically absent. The diaphragm is intact.

CARDIOVASCULAR SYSTEM: The 420 gram heart has a normal shape and is contained in an intact pericardial sac. The epicardial surface is smooth with minimal fat investment. The coronary arteries arise normally with widely patent ostia and are present in a normal distribution, with a right-dominant pattern. Cross sections of the coronary arteries demonstrate up to 25% eccentric luminal narrowing of the mid left anterior descending coronary artery with partially calcified atherosclerotic plaques. The myocardium is homogenous, red-brown, and firm. The valve leaflets are thin and mobile. The walls of the left ventricle, interventricular septum, and right ventricle are 1.5 cm, 1.4 cm, and 0.2 cm thick, respectively. The endocardium of the heart is smooth and glistening. The aorta gives rise to three intact and patent arch vessels and contains minimal atherosclerosis. The renal and mesenteric vessels are unremarkable. The pulmonary arteries are normally developed, patent and without thrombus or embolus.

RESPIRATORY SYSTEM: The upper airway is clear of debris and foreign material. The mucosal surfaces are smooth, yellow-tan and unremarkable. The pleural surfaces are smooth, glistening and unremarkable bilaterally. The right lung weighs 810 grams. The left lung weighs 720 grams. The pulmonary parenchyma is congested and edematous, exuding moderate amounts of blood and frothy fluid and exhibits an aspiration pattern. A small amount of anthracotic pigment is seen. No focal lesions are noted.

HEPATOBIILIARY SYSTEM: The 1740 gram liver has an intact smooth capsule covering a congested, tan-brown parenchyma with no focal lesions noted. The gallbladder contains approximately 40 ml of green-brown, mucoid bile; the mucosa is velvety and unremarkable. The extrahepatic biliary tree is patent without evidence of calculi.

LYMPHORETICULAR SYSTEM: The spleen is not identified status post remote surgical resection. Lymph nodes in the hilar, periaortic and iliac regions are not enlarged.

GASTROINTESTINAL SYSTEM: The esophagus is lined by gray-white, smooth mucosa. The gastric mucosa is arranged in the usual rugal folds and the lumen contains 175 ml of dark red, opaque fluid with partially-digested food particles. No pills, pill fragments, or capsules are present. The small bowel and colon are unremarkable. The pancreas has a normal pink-tan lobulated appearance. The appendix is grossly unremarkable.

GENITOURINARY SYSTEM: The right kidney weighs 170 grams; the left 190 grams. The renal capsules are smooth and thin, semi-transparent and strip with ease from the

underlying red-brown cortical surfaces. The cortices are sharply delineated from the medullary pyramids, which are red-purple to tan and unremarkable. The calyces, pelvis and ureters are unremarkable. White bladder mucosa overlies an intact bladder wall. The bladder contains less than 5 ml of cloudy, yellow urine. The prostate gland and seminal vesicles are without note. The testes are palpably unremarkable.

ENDOCRINE SYSTEM: The pituitary gland is grossly unremarkable. The thyroid gland is symmetric and red-brown, without cystic or nodular change. The right and left adrenal glands are intact with bright yellow cortices and red-brown medullae; no masses or areas of hemorrhage are identified.

NECK: See "Evidence of Injury." The anterior strap muscles of the neck are homogenous and red-brown, without hemorrhage. The thyroid cartilage and hyoid bone are intact. The larynx is lined by intact white mucosa. Incision and dissection of the posterior neck demonstrates deep paracervical muscle injury, hemorrhage, and a partially deformed copper-colored jacketed bullet that is recovered at autopsy.

MUSCULOSKELETAL SYSTEM: See "Evidence of Injury." No non-traumatic abnormalities of muscle or bone are identified.

HEAD AND CENTRAL NERVOUS SYSTEM: See "Evidence of Injury." The scalp is atraumatic. The galeal, subgaleal soft tissues of the scalp, and temporal muscles are free of injury. The dura mater and falx cerebri are intact. There is no epidural hemorrhage present. The leptomeninges are thin and delicate. The cerebral hemispheres have an unremarkable pattern of gyri and sulci. The blood vessels at the base of the brain are without significant atherosclerosis. The brain weighs 1470 grams. Coronal sections through the cerebral hemispheres reveal no non-traumatic lesions. The ventricles of the brain are of normal size and contain clear cerebrospinal fluid. Transverse sections through the brainstem, cerebellum, and upper spinal cord reveal no non-traumatic lesions. The tongue is injured.

SPECIMENS RETAINED

TOXICOLOGY: The following specimens are submitted for toxicology: central and peripheral blood, vitreous humor, liver, and gastric contents.

HISTOLOGY: Portions of tissues and major organs are retained in formalin. No sections are submitted for microscopic examination.

PHOTOGRAPHS: Digital identification photographs and photographs of injuries and projectile are taken.

RADIOGRAPHS: X-rays of the head and neck are taken and reveal a metallic object in the posterior aspect of the neck, which is recovered at autopsy and determined to be a partially deformed projectile.

RS:lcb

D: 12/4/15 T: 12/15/15

Rev. 12/28/15 lcb



County of San Diego

GLENN N. WAGNER, D.O.
CHIEF MEDICAL EXAMINER

JONATHAN R. LUCAS, M.D.
CHIEF DEPUTY MEDICAL EXAMINER

OFFICE OF THE MEDICAL EXAMINER
5570 OVERLAND AVE., Ste #101, SAN DIEGO, CALIFORNIA 92123-1206
TEL: (858) 694-2895 FAX: (858) 495-5956

TOXICOLOGY REPORT

Name: **SHERLOCK, Michael De Carlo**
Medical Examiner Number: **15-02760**
Date of Death: **12/03/2015**
Time of Death: **06:34**
Pathologist: **Robert Stabley, M.D.**
Specimens Received: **Central Blood, Gastric, Liver, Peripheral Blood 1, Peripheral Blood 2, Vitreous**
Date Specimens Received: **12/07/2015**

<u>Test Name (Method of Analysis)</u>	<u>Specimen Tested</u>	<u>Result</u>
<u>Alcohol Analysis (GC/FID-Headspace)</u>	Peripheral Blood 2	
Alcohol (Ethanol)		Not Detected
Acetone, Methanol, Isopropanol		Not Detected
<u>Drugs of Abuse Screen (ELISA)</u>	Central Blood	
Cocaine metabolites		Not Detected
Amphetamines		Not Detected
Opiates		Not Detected
Benzodiazepines		Not Detected
Fentanyl		Not Detected
Cannabinoids		Not Detected
Phencyclidine (PCP)		Not Detected
Oxycodone		Not Detected
Methadone		Not Detected
Zolpidem		Not Detected
Carisoprodol		Not Detected
Buprenorphine		Not Detected

Unless otherwise requested, all specimens will be destroyed six (6) months after the closure of the case by the Medical Examiner
End Results

Approved and Signed: _____
12/14/2015 Iain M. McIntyre, Ph.D.
Forensic Toxicology Laboratory Manager
(All Inquiries/Correspondence)

Reviewed: _____
Amber Trochta
Toxicologist II

EXHIBIT 3.5

From: [Andrew flores](#)
To: [Evan P. Schube](#)
Subject: FW: Sherlock -Harcourt Leading Edge Real Estate
Date: Tuesday, March 23, 2021 2:32:00 PM
Attachments: [image001.png](#)
[image003.png](#)

Hello Evan,

Please see the email chain between myself and Mr. Claybon, Harcourts attorney. I will be forwarding you some other materials shortly.

Andrew Flores
Attorney at Law
945 4th Ave Suite 412
San Diego, CA 92101
P. (619) 356-1556
F. (619) 274-8053
andrew@floreslegal.com



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From: Allan Claybon <aclaybon@messner.com>
Sent: Monday, March 9, 2020 1:41 PM
To: Andrew flores <andrew@floreslegal.pro>
Cc: Allan Claybon <aclaybon@messner.com>
Subject: RE: Sherlock -Harcourt Leading Edge Real Estate

SETTLEMENT COMMUNICATION PURSUANT TO FRE 408; CAL. EVID. CODE § 1152:

Mr. Flores,

I have had further discussion with my client. Without admitting any to any of the concerns that you have raised, he is hopeful an exchange of information would lead to a greater understanding of the related occurrences and will attempt to provide some further information. Please be specific as to what information you are seeking so that we can try to minimize any further back and forth.

To that end, it would not be productive for either side of this dispute to continue to issue threats or to be dismissive of each other's position. Escalation over email or on the phone will not advance either sides' causes.

With respect to your citation to Stevens, the case does not support any means for Ms. Sherlock to assert a claim against me, my firm or Mr. Harcourt for a violation of the Civil Rights Act ("CRA"). As stated previously, my firm did not represent Mr. Harcourt during the time period in which the alleged acts which allegedly deprived Ms. Sherlock of any property interest occurred. Regardless, the plaintiffs in Stevens were able to assert violations of the CRA as they were recognized as a protected political class. A violation of the CRA requires proof of "class-based, invidiously discriminatory animus." Ms. Sherlock has not faced discrimination based upon membership in a protected class. Therefore, she cannot assert claim for a violation under the CRA or any conspiracy to commit a violation of the CRA.

My client is willing to discuss the information requested after taking time to gather evidence. We can discuss soon when and how this can take place. Please let me know if you have questions.

Allan B. Claybon
Attorney

Messner Reeves LLP
10866 Wilshire Boulevard | Suite 800
Los Angeles CA 90024
424 276 6214 *direct* | 310 909 7440 *main*
310 889 0896 *fax*
aclaybon@messner.com
messner.com

From: Andrew flores <andrew@floreslegal.pro>
Sent: Wednesday, March 4, 2020 7:14 PM
To: Allan Claybon <aclaybon@messner.com>
Subject: RE: Sherlock -Harcourt Leading Edge Real Estate

Mr. Claybon,

Mrs. Sherlock demanded to know Mr. Harcourt's explanation for how he ended up owning 100% of the Balboa CUP after evidence was discovered that Mrs. Sherlock was unlawfully deprived of her interest in the Balboa CUP as Mr. Sherlock's heir (as fully described below). That demand is not unreasonable. It takes no effort for Mr. Harcourt to respond with a simple statement as to whether he purchased Mr. Sherlock's interest or Mr. Harcourt disavowed his interest in the Balboa CUP for some reason. Your feigned ignorance of the simplicity of this issue is apparent and your refusal to provide an explanation is unreasonable.

I am writing to make two points. First, as I noted, I went to the City and the documents that Mr. Harcourt references in his complaint pursuant to which the City transferred him sole ownership of the Balboa CUP are not in the City's file. Thus, your allegation that you "believe" the documents are "publicly accessible" has no factual basis. I have exercised due diligence and have not come across any such documents, if you know where they are publicly available, please let me know.

Second, as noted, your description of Mrs. Sherlock's demand based on the facts and arguments set forth below as "unreasonable" lacks probable cause. Even if Mr. Harcourt is not responsible for forging Mr. Harcourt's signature or engaged in unlawful conduct, that does not explain why he is refusing to provide a simple explanation given the facts. In my professional opinion, you have crossed the line from zealous advocacy of your client to being a co-conspirator of Mr. Harcourt seeking to defraud Mrs. Sherlock. *See Stevens v. Rifkin*, 608 F. Supp. 710, 730 (N.D. Cal. 1984) ("Though there appears to be no clear rule of immunity with respect to the liability under the civil rights laws of attorneys who violate the civil rights of others while representing their clients, cases under the Civil Rights Act indicate that the attorney may be held liable for damages if, on behalf of the client, the attorney takes actions that he or she knows, or reasonably should have known, would violate the clearly established constitutional or statutory rights of another.") (citing *Buller v. Buechler*, 706 F.2d 844, 852-853 (8th Cir. 1983).

Based on the language in *Stevens*, I will be forced to protect Mrs. Sherlock's rights by filing suit against you personally and your firm as co-conspirators of Mr. Harcourt. And we will let a Court determine which one of us is unreasonable in light of our positions described below. Please consider this notice of my intent to file suit and a TRO against, *inter alia*, Mr. Harcourt, you, and your firm for conspiring to defraud Mrs. Sherlock of her interest in the Balboa CUP.

If you have any case law that contradicts *Stevens* and which allows you to unilaterally ignore Mrs. Sherlock's demand, particularly as the core basis of this suit is the belief that Mr. Harcourt fabricated documents and your refusal is potentially allowing him time to fabricate additional evidence to legitimize the transfer, please provide it and I will reconsider my position in light of any such authority.

Sincerely,

Andrew Flores
Attorney at Law
945 4th Ave Suite 412
San Diego CA 92101
P. (619) 356-1556
F.(619) 274-8053



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From: Allan Claybon <aclaybon@messner.com>
Sent: Tuesday, March 3, 2020 4:42 PM
To: Andrew flores <andrew@floreslegal.pro>
Subject: RE: Sherlock -Harcourt Leading Edge Real Estate

Mr. Flores,

While I am disappointed in such a statement, I will be brief since you do not want to “engage in more phone calls or emails back and forth.” I have been forthright and cordial in our communications hoping to find a resolution between the sides. A resolution should still be possible, but your emails are not pointing us in a productive direction.

On behalf of Mr. Harcourt, we are declining to produce documents based upon your demands. These requests are unreasonable for a number of reasons, not the least of which is a 24-hour deadline to produce evidence *to your satisfaction* regarding events occurring in or around 2015. Furthermore, many of the documents that we believe you are seeking are publicly accessible. There is no compulsion by law for Mr. Harcourt to produce documents to you on demand.

As you do not want to “more phone calls or emails back and forth” we also decline to go point-by-point regarding the significant misstatements of law and facts that appear throughout your latest emails. We are in disagreement with most of what you have said and each allegation contained therein. Without seeing any formalized complaint or other pleading, we are still unsure of your exact claims.

This email is sent based upon your 3/3/20 deadline. I am open to further discussion if you choose to reach out. Thank you.

Allan B. Claybon
Attorney

Messner Reeves LLP
10866 Wilshire Boulevard | Suite 800
Los Angeles CA 90024
424 276 6214 *direct* | 310 909 7440 *main*
310 889 0896 *fax*
aclaybon@messner.com
messner.com

From: Andrew flores <andrew@floreslegal.pro>
Sent: Monday, March 2, 2020 4:26 PM
To: Allan Claybon <aclaybon@messner.com>
Subject: RE: Sherlock -Harcourt Leading Edge Real Estate

Hello Mr. Claybon,

I spoke with Mrs. Sherlock today who reviewed Mr. Harcourt's complaint. Also, relatedly, I personally went to DSD and requested to view the file for the Balboa CUP before I even initially contacted you.

Mr. Harcourt's complaint alleges: "After Sherlock passed away in or around December 2015 HARCOURT submitted documentation to the City of San Diego in order to remove, Sherlock as the MMCC's responsible person, and HARCOURT then finalized the recording of the CUP with the City of San Diego und SDPCC." Nowhere in the City file for the Balboa CUP are there any documents that are described or that could be those referenced in Mr. Harcourt's complaint.

Please consider this a demand that you produce (i) the documents referenced in the Complaint and (ii) Mr. Harcourt's plain statement as to whether he is alleging he purchased Mr. Sherlock's interest or he is purporting that Mr. Sherlock disavowed any interest in the CUP for whatever reason (in anticipation of expensive litigation or otherwise).

Please note that Mrs. Sherlock never gave any authority to any party to negotiate on her behalf and any such alleged agency would have needed to be memorialized in writing to satisfy the statute of frauds. Please note that if you fail to produce those documents and/or Mr. Harcourt's explanation by 5:00 p.m. tomorrow, please consider this notice of our intent to file suit and an ex parte TRO seeking the court to order Mr. Harcourt to immediately set forth his purported reasons for how he ended up owning 100% of the Balboa CUP (before he is given more time to potentially fabricate additional evidence).

Lastly, so that there is no ambiguity between us, I have been cordial and civil in seeking to attempt to understand Mr. Harcourt's position. But, I find your description of my view of the facts as "speculation" and your description of me as being "jaded," for not taking Mr. Harcourt at his word, as unreasonable and personally offensive – we will let a judge determine whether the facts and positions taken by Mr. Harcourt below constitute probable cause. If you are correct, then feel free to bring a motion to dismiss and for Rule 11 sanctions for filing what you are de facto accusing me of – filing a frivolous lawsuit. As noted below, these communications are not privileged and will be used as an Exhibit in the complaint against Mr. Harcourt.

I stress the preceding because I do not have the time, or the desire, to engage in more phone calls or emails back and forth with you arguing over whether the facts below are speculation or probable cause. Please provide the requested facts by 5:00 tomorrow.

Andrew Flores
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From: Allan Claybon <aclaybon@messner.com>
Sent: Friday, February 28, 2020 4:45 PM
To: Andrew flores <andrew@floreslegal.pro>
Subject: RE: Sherlock -Harcourt Leading Edge Real Estate

Mr. Flores,

I am acknowledging receipt of your email. As it almost exclusively consists of your current allegations regarding this matter, I will just say that I disagree with your points but will await for your follow-up after consulting with Ms. Sherlock. Thank you and have a good weekend.

Allan B. Claybon
Attorney

Messner Reeves LLP
10866 Wilshire Boulevard | Suite 800
Los Angeles CA 90024
424 276 6214 *direct* | 310 909 7440 *main*
310 889 0896 *fax*
aclaybon@messner.com
messner.com

From: Andrew flores <andrew@floreslegal.pro>
Sent: Thursday, February 27, 2020 7:36 PM
To: Allan Claybon <aclaybon@messner.com>
Subject: RE: Sherlock -Harcourt Leading Edge Real Estate

Mr. Claybon,

Thank you for your note. So that there is no confusion regarding our respective positions in our conversation today, please let me know if the following accurately summarizes our top three points of contention. Please respond if I have misunderstood or not accurately described our positions and I apologize ahead of time if I have. It was not purposeful.

First, setting other arguments aside, you believe that statute of limitations has tolled for a fraud cause of action. I rely on the following case language to argue that it has not: "It has long been established that the defendant's fraud in concealing a cause of action against him tolls the applicable statute of limitations, but only for that period during which the claim is

undiscovered by plaintiff or until such time as plaintiff, by the exercise of reasonable diligence, should have discovered it. Like the discovery rule, the rule of fraudulent concealment is an equitable principle designed to effect substantial justice between the parties; its rationale is that the culpable defendant should be estopped from profiting by his own wrong to the extent that it hindered an 'otherwise diligent' plaintiff in discovering his cause of action." *Bernson v. Browning-Ferris Industries*, 7 Cal.4th 926, 931 (Cal. 1994) (quotations omitted). Mrs. Sherlock was not made aware of the forged signature until this month.

Which segues into your next, second, position, that the testimony of Mr. Harcourt and Mrs. Sherlock's brother-in-law establishes as a "fact" that Mr. Sherlock's signature was not forged. Thus there is no fraud. However, my position is that their testimony - that they allegedly saw Mr. Sherlock execute the form dissolving the LLC (and other documents) the day before his death - does not conclusively establish as a matter of law that Mr. Sherlock did in fact execute those documents and there is no fraud. As noted, I believe this is a non sequitur because it presupposes that Mr. Harcourt and Mrs. Sherlock's brother-in-law did not engage in fraud when that is the allegation to be determined. I believe it is self-evident that, *if there was fraud*, both Mr. Harcourt and Mrs. Sherlock's brother-in-law are currently benefiting from the fraud, which makes their testimony at the very least suspect and does not establish their alleged testimony as "facts" as you argue. (I realize you believe my position to be, as you described it, "jaded," but I hope you can appreciate that fraudulent self-serving testimony is a staple of my primary criminal defense practice and have seen such ignored by juries on many occasions, even to my clients' detriment.)

Given the evidence in opposition, I believe whether there was fraudulent action is a triable issue of fact. Specifically, because in opposition there is, *inter alia*, (i) the testimony of Mrs. Sherlock that Mr. Sherlock would "never" have signed away his interests in any CUPs without consideration as he had used their family savings to finance the acquisition of same; (ii) Mrs. Sherlock's testimony that she does not believe that it is Mr. Sherlock's signature; (iii) at least as of our conversation today, which took place after you spoke with Mr. Harcourt, there is no allegation or evidence of any documentation regarding any transfer of Mr. Sherlock's interests in the CUPs for any consideration; (iv) the handwriting expert who with a high degree of certitude provided his report that in his professional opinion the signature was forged; and (v) that though Mr. Sherlock allegedly signed various forms the day before he committed suicide, they were submitted to the state at different points in time and show different time stamps.

Third, and last, setting aside other arguments, you raised the position that Mrs. Sherlock failed to exercise reasonable diligence by not checking the state's public records. My position on this is that while Mrs. Sherlock knew that Mr. Sherlock had used their family's savings to pay for the application and processing of the CUPs, she did not know that it had been issued to Mr. Sherlock and Mr. Harcourt or that Mr. Sherlock allegedly agreed to disavow or transfer his interest in the CUP to Mr. Harcourt. Further, being practical, Mrs. Sherlock was a stay-at-home mother of two children who was faced with a horrible situation and was, and is, deeply financially challenged in the aftermath of her husband's passing away. This is not litigation hyperbole. Frankly, I am attempting to see things from your perspective, but I can't think of any line of reasoning or legal principle that would lead to the conclusion that Mrs. Sherlock's failure to review the state's public records means she failed to exercise "reasonable diligence" and therefore she has waived a fraud claim that, if true, has subjected her to severe emotional and financial distress.

Materially, Mrs. Sherlock's brother-in-law noted there was a lawsuit seeking to null the CUP, and Mr. Sherlock had no funds to finance an opposition to that lawsuit, thus he "signed away" the CUP. However, with my understanding of the cannabis CUP market, this by itself is not reasonable. As Mr. Harcourt himself alleges in his complaint against Mr. Razuki, the CUP by itself is worth \$1,500,000. Thus, Mr. Sherlock could have sold his interest in the CUP for some amount to recoup some of his investment up to that point.

Lastly, though admittedly circumstantial, Mrs. Sherlock said that her brother-in-law

was literally crying yesterday while he was apologizing for not ever, in the preceding four plus years, informing her that he had allegedly seen Mr. Sherlock execute the form the day before his death. He also emphatically requested that she not pursue any litigation. I personally find this militates against taking Mrs. Sherlock's brother-in-law at his word and provides probable cause to believe that he *may* have engaged in some fraudulent conduct. Obviously, Mrs. Sherlock does not desire to have a family feud and does not want her brother-in-law involved in litigation and he will not be named in *her* suit.

Again, as discussed, I sincerely hope that we can reach resolution with Mr. Harcourt and Mrs. Sherlock, because, even assuming the evidence could lead a jury to find that Mr. Harcourt more-likely-than-not engaged in unlawful behavior, I am not after Mr. Harcourt. I met Mrs. Sherlock via a third-party that was also defrauded by James Bartell and the group of individuals he works with to defraud other parties of their cannabis CUPs (this is in addition to me as the successor-in-interest to an individual who was defrauded by Mr. Bartell and his group).

Lastly, I want to be completely forthright, I respect Mrs. Sherlock and will fulfill my fiduciary duties regarding *her* representation. However, I had already focused on Mr. Harcourt as a *possible* bad-faith actor that *potentially* worked in concert with Mr. Bartell's criminal organization to defraud his own partner, Mr. Sherlock. This is how they operate and Mr. Harcourt's situation is not the second or even third instance in which Mr. Bartell's group have facilitated an intra-partner dispute and then subsequently ended up owning the disputed CUP. In regards to Mr. Harcourt, if such can be proven to be probably true, such is evidence of my allegation that Mr. Bartell works for a group of individuals who have conspired and taken steps to create a monopoly in the cannabis market in the City of San Diego in violation of antitrust laws.

I am being straightforward about this because even if, for example, Mrs. Sherlock's brother-in-law and sister convince her to forgo any litigation, that does not automatically mean that I will not file suit against Mr. Harcourt. I could do so on the theory that the alleged fraudulent actions he took against Mr. Sherlock were in furtherance of the antitrust conspiracy; and that is even if he only took one unlawful action and thereafter had a falling out with his co-conspirators. *Mox, Inc. v. Woods*, 202 Cal. 675, 678 (1927) ("The advantage gained in charging a conspiracy is that the act of one during the conspiracy is the act of all if done in furtherance thereof, and thus defendants may be held liable who in fact committed no overt act whatsoever and gained no benefit therefrom."); *De Vries v. Brumback*, 53 Cal. 2d 643, 650 (1960) ("In tort 'the major significance of the conspiracy lies in the fact that it renders each participant in the wrongful act responsible as a joint tortfeasor for all damages ensuing from the wrong, irrespective of whether or not he was a direct actor and regardless of the degree of his activity.'") (quoting *Mox Inc.*, 202 Cal. at 677); *Roth v. Rhodes*, 25 Cal. App. 4th 530, 544 (1994) (joint and several liability rule of conspiracy applies to antitrust claims brought under Cartwright Act).

Please let me know if our conversation as described above is not accurate and, also, what Mr. Harcourt's explanation is for the alleged disavowment/transfer of the CUP from Mr. Sherlock.

With all this said, I have placed a call to Mrs. Sherlock so we can discuss what terms would be acceptable if she would like to put to rest any dispute with Mr. Harcourt. As soon as I speak with Mrs. Sherlock I will follow up with you.

Sincerely,

Andrew Flores
Attorney at Law
945 4th Ave Suite 412
San Diego CA 92101
P. (619) 356-1556

F.(619) 274-8053



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From: Allan Claybon <aclaybon@messner.com>
Sent: Thursday, February 27, 2020 3:04 PM
To: Andrew flores <andrew@floreslegal.pro>
Subject: RE: Sherlock -Harcourt Leading Edge Real Estate

Mr. Flores,

Thank you for speaking with me by phone today. Per our conversation, please let me know the information your client seeks from my client at this time. We can continue our conversation after we discuss more specific items.

Allan B. Claybon
Attorney

Messner Reeves LLP
10866 Wilshire Boulevard | Suite 800
Los Angeles CA 90024
424 276 6214 *direct* | 310 909 7440 *main*
310 889 0896 *fax*
aclaybon@messner.com
messner.com

From: Andrew flores <andrew@floreslegal.pro>
Sent: Wednesday, February 26, 2020 11:09 AM
To: Allan Claybon <aclaybon@messner.com>
Subject: RE: Sherlock -Harcourt Leading Edge Real Estate

Mr. Claybon,

I reached out to you in good faith with facts that provided probable cause to believe that your client may have been involved in illegal action. Materially, that Mr. Sherlock and Mr. Harcourt were granted a cannabis CUP via an LLC in mid-2015; Mr. Sherlock allegedly committed suicide on December 3, 2015; and then approximately three weeks later a form is submitted with the state dissolving the LLC that ultimately led to Mr. Harcourt being the sole owner of the CUP. However, Mrs. Sherlock is positive that Mr. Sherlock's signature was forged, a position supported by a

handwriting expert's analysis that I provided you. Those are facts. The inference that Mr. Harcourt may have taken unlawful action to deprive Mrs. Sherlock of her interest in the CUP is a reasonable one. During our phone call, you agreed that the circumstances are "certainly suspicious."

Had you touched base with your client and found out that there was a purchase agreement and proof of payment for a transfer of Mr. Sherlock's interest to Mr. Harcourt, that would have made sense and been credible. Instead, in your reply, your position changed and you describe the reasonable inferences as "speculation" and you allege that you do not see how they can support a claim. Your response evidences how you intend to manage this dispute; there is no need for a telephone call and we can let a court determine whether these facts constitute probable cause.

Please note that your reference to a phone call for "settlement" purposes does not make these emails privileged or confidential. I can and will use these emails to show that Mr. Harcourt was not able to provide any facts for how he ended up being the sole beneficiary of the cannabis CUP as a result of what appears to be a forged signature of Mr. Sherlock, as supported by the facts and evidence I have provided to you.

Please note that even if I do not file on behalf of Mrs. Sherlock., I may still file on my own behalf against Mr. Harcourt as a member of a conspiracy that has unlawfully deprived numerous individuals of cannabis CUPs, including through the use of unethical attorneys who file frivolous litigation. That Mr. Harcourt is now in litigation with Mr. Razuki/Mr. Malan is no different than the dispute between those two as well. Criminals fighting over ill-gotten gains.

Again, if you have any evidence other than self-serving oral testimony by individuals who benefit from the current status quo, please let me know by 5:00 p.m. tomorrow, Thursday, February 27, 2020.

Andrew Flores
Attorney at Law
945 4th Ave Suite 412
San Diego CA 92101
P. (619) 356-1556
F.(619) 274-8053



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From: Allan Claybon <aclaybon@messner.com>

Sent: Tuesday, February 25, 2020 5:33 PM

To: Andrew flores <andrew@floreslegal.pro>
Subject: RE: Sherlock -Harcourt Leading Edge Real Estate

Mr. Flores,

Please let me know if we can schedule a telephone call tomorrow to discuss. Mr. Harcourt unequivocally denies each of the allegations against him. With all due respect, these theories and allegations are based upon speculation. I cannot see how any of them support an actionable claim against Mr. Harcourt. But I am willing to have a conversation to guide some understanding on these issues. Let me know of a time that you are available. Our conversation will be for settlement purposes only. Thank you.

Allan B. Claybon
Attorney

Messner Reeves LLP
10866 Wilshire Boulevard | Suite 800
Los Angeles CA 90024
424 276 6214 *direct* | 310 909 7440 *main*
310 889 0896 *fax*
aclaybon@messner.com
messner.com

From: Andrew flores <andrew@floreslegal.pro>
Sent: Tuesday, February 25, 2020 1:38 PM
To: Allan Claybon <aclaybon@messner.com>
Subject: RE: Sherlock -Harcourt Leading Edge Real Estate

Apologies, pressed sent by accident, please see below for complete email.

Andrew Flores
Attorney at Law
7880 Broadway
Lemon Grove, CA 91945
P. (619) 356-1556
F.(619) 274-8053



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From: Andrew flores

Sent: Tuesday, February 25, 2020 1:27 PM
To: aclyaybon@messner.com
Subject: RE: Sherlock -Harcourt Leading Edge Real Estate

Mr. Claybon,

I am following up on my message I just left seeking to touch base on your client's reasons, if any, regarding the below. I have discovered additional evidence of bad faith – Mr. Jim Bartell (an influential political lobbyist in San Diego) who is involved in other fraudulent acts related to cannabis CUPs was also part of the Sherlock/Harcourt CUP process. As it stands now, there is evidence to support the argument that your client was working with, among others, Mr. Bartell and Mr. Razuki to defraud Mr. Sherlock of the CUP.

To be blunt, as matters stand, it appears that Mr. Harcourt, as the beneficiary, forged Mr. Sherlock's signature to acquire the CUP. Then, he in turn was defrauded by Mr. Razuki/Mr. Malan. Thereafter, there was a falling out between Mr. Harcourt and Mr. Razuki/Mr. Malan, exactly as there was a subsequent falling out between Mr. Malan and Mr. Razuki, with everyone fighting over the CUP but not addressing the fact that the CUPs were acquired unlawfully. First by Mr. Harcourt and then by Mr. Malan who admits that he had Mr. Razuki acquire the CUP but not disclose him as the true owner of the CUP – in direct violation of City and State laws. See San Diego Municipal Code section 11.0402 and Cal. Bus. and Pro. Code section 26057 *et seq.*

Alternatively, if your client got in over his head, it is doubtful he is aware of the criminal acts taken by the organization Mr. Bartell is part of, then our side would be willing to reach an agreement with Mr. Harcourt. Please let us know if such is the case and an option and we can discuss.

I realize that a few days is not a lot of time, on the other hand, if there is a reasonable, credible and legal reason that can explain how Mr. Harcourt ended up with the CUP as a result of a forged signature, your client should be able to readily explain such. With that said, if I do not hear from you by 5:00 p.m. on Thursday, February 27, 2020, I will assume your client has no evidence to explain the situation. I will proceed accordingly in seeking to protect Mrs. Sherlock's rights.

Andrew Flores
Attorney at Law
945 4th Ave, Suite 412
San Diego CA 92101
P. (619) 356-1556
F.(619) 274-8053



CONFIDENTIALITY NOTICE:

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From: Andrew flores

Sent: Friday, February 21, 2020 12:10 PM

To: aclaybon@messner.com

Subject: Sherlock -Harcourt Leading Edge Real Estate

Hello Mr. Claybon,

Per our conversation this morning please find attached the Certificate of LLC Cancellation in question. I have also included the preliminary report by a forensic document examiner.

Lastly, as a professional courtesy, I want to highlight that I intend to file a lawsuit against no less than ten attorneys for conspiring with their clients to take unlawful actions in marijuana related transactions. I refuse to believe that every attorney in the San Diego area focused on the marijuana industry is willing to take unlawful actions, but as matters stand, it appears to be endemic to the practice. At least in the San Diego market. I am taking the time to explain this because I hope you will convince your client to provide the original certificate with Mr. Sherlock's signature. While the expert has highlighted that the signature is more likely than not someone other than Mr. Sherlock, the actual document could help him reach the opposite conclusion. Alternatively, if your client decides to not produce the original document, and cannot explain why Mr. Sherlock would leave your client the CUP and leave his wife and kids destitute after using their college funds to finance the acquisition of the CUP at the Balboa location, such would be probable cause to file suit on behalf of Mrs. Sherlock against your client.

That is the worst case scenario and something I want to avoid. I already have a big fight ahead of me against Razuki, Malan and numerous other bad faith actors, including attorneys. Alternatively, I hope that your client has evidence and a credible explanation for what appears to be a forged signature that left him with a valuable CUP. If such is the case, I can assure you that I have evidence and witnesses that will help your cause against Razuki and Malan that are part of my case.

Sincerely,

Andrew Flores
Attorney at Law
945 4th Ave Suite 412
San Diego CA, 92101
P. (619) 356-1556
F.(619) 274-8053

EXHIBIT 3.6

1 ANDREW FLORES
2 California State Bar Number 272958
3 Law Office of Andrew Flores
4 945 4th Avenue, Suite 412
5 San Diego, CA 92101
6 Telephone: 619.256.1556
7 Facsimile: 619.274.8253
8 Andrew@FloresLegal.Pro

9 Plaintiff *In Propria Persona*
10 and Attorney for Plaintiffs
11 Amy Sherlock, Minors T.S.
12 and S.S., and Jane Doe

13 UNITED STATES DISTRICT COURT
14 SOUTHERN DISTRICT OF CALIFORNIA

15 ANDREW FLORES, an individual, AMY)
16 SHERLOCK, on her own behalf and on)
17 behalf of her minor children, T.S. and S.S.,)
18 JANE DOE, an individual,)

19 Plaintiffs,)

20 vs.)

21 GINA M. AUSTIN, an individual; AUSTIN)
22 LEGAL GROUP APC, a California)
23 Corporation; JOEL R. WOHLFEIL, an)
24 individual; LAWRENCE (AKA LARRY))
25 GERACI, an individual; TAX &)
26 FINANCIAL CENTER, INC., a California)
27 Corporation; REBECCA BERRY, an)
28 individual; JESSICA MCELFFRESH, an)
individual; SALAM RAZUKI, an individual;)
NINUS MALAN, an individual;)
MICHAEL ROBERT WEINSTEIN, an)
individual; SCOTT TOOTHACRE, an)
individual; ELYSSA KULAS, an individual;)
RACHEL M. PRENDERGAST, an)
individual;

Case No.: **'20CV0656 JLS LL**

COMPLAINT FOR:

- 1. DEPRIVATION OF CIVIL RIGHTS (42 U.S.C. § 1983);
- 2. DEPRIVATION OF CIVIL RIGHTS (42 U.S.C. § 1983);
- 3. CONSPIRACY TO VIOLATE CIVIL RIGHTS (42 U.S.C. § 1985);
- 4. NEGLIGENCE TO PREVENT A WRONGFUL ACT (42 U.S.C. § 1986);
- 5. DECLARATORY RELIEF;
- 6. DECLARATORY RELIEF;
- 7. DECLARATORY RELIEF

JURY TRIAL DEMANDED

COMPLAINT

1 FERRIS & BRITTON APC, a California)
 2 Corporation; DAVID S. DEMIAN, an)
 individual, ADAM C. WITT, an individual,)
 3 RISHI S. BHATT, an individual, FINCH,)
 THORTON, and BAIRD, a Limited Liability)
 4 Partnership, JAMES D. CROSBY, an)
 5 individual; ABHAY SCHWEITZER, an)
 individual and dba TECHNE; JAMES (AKA)
 6 JIM) BARTELL, an individual; BARTELL &)
 7 ASSOCIATES, a California Corporation;)
 8 MATTHEW WILLIAM SHAPIRO, an)
 individual; MATTHEW W. SHAPIRO, APC,)
 9 a California corporation; NATALIE TRANG-)
 10 MY NGUYEN, an individual, AARON)
 11 MAGAGNA, an individual; A-M)
 INDUSTRIES, INC., a California)
 12 Corporation; BRADFORD HARCOURT, an)
 individual; ALAN CLAYBON, an individual;)
 13 SHAWN MILLER, an individual; LOGAN)
 14 STELLMACHER, an individual;)
 15 EULENTHIAS DUANE ALEXANDER, an)
 individual; BIANCA MARTINEZ; an)
 16 individual; THE CITY OF SAN DIEGO, a)
 17 municipality; 2018FMO, LLC, a California)
 Limited Liability Company; FIROUZEH)
 18 TIRANDAZI, an individual; STEPHEN G.)
 19 CLINE, an individual; JOHN DOE, an)
 individual; and DOES 2 through 50, inclusive,)

21 Defendants,

22 _____)
 23 JOHN EK, an individual;)
 24 THE EK FAMILY TRUST, 1994 Trust,)

25 Real Parties In Interest.)
 26 _____)
 27)
 28)

COMPLAINT

1 Report commissioned by Razuki and testimony by Malan alleging he works at a law office
2 at the ARCO Gas Station above the proposed car wash.

3 **B. The Associate**

4 176. One of Razuki’s cannabis business associates (the “Associate”) stated in a
5 confidential conversation with an investigative reporter – after Razuki had been arrested
6 and was being held by the FBI – that he does not believe Biker committed suicide and
7 that he believes that Razuki had something to do with his death.¹⁴

8 177. The Associate describes meetings between Razuki and Mrs. Austin in which
9 they explicitly discussed their goal of creating a “monopoly” in the City’s cannabis market
10 through proxies and the use of lawsuits.

11 178. Furthermore, the Associate stated that the Enterprise uses Mexican gangs
12 that commit violent acts on the Enterprise’s behalf to further their goals when disputes
13 arise in the operations of their marijuana ventures.

14 179. The Associate was an intermediary between Razuki and the Mexican gangs
15 with whom he has a relationship with because his cousin is a member in one of the
16 Mexican gangs.

17 180. On June 11, 2019, Flores emailed Assistant United States Attorney Shital
18 Thakkar prosecuting *Razuki III* (defined below) to inform him that Flores had possession
19 of an audio recording of the Associate summarizing the above (the “Associate’s
20 Recording”) and that he intended to file a civil complaint against Razuki.

21 181. Flores described that he was concerned that the release of the Associate’s
22 Recording would pose a danger to the Associate’s life and/or affect potentially ongoing
23 criminal investigations directly or related to Razuki. AUSA Thakkar never responded.

24 182. Flores shall submit the Associate’s Recording to the judge overseeing this
25 matter and allow the court to determine when and how to release the recording that will
26

27 _____
28 ¹⁴ Plaintiffs do not allege that Razuki was actually involved in Biker’s death. However,
this information is material and relevant because the Associate, who worked with Razuki,
believes that Razuki could have been responsible.

EXHIBIT 3.7

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5 Telephone: 619.256.1556
6 Facsimile: 619.274.8253
7 Andrew@FloresLegal.Pro

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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
12/22/2021 at 08:27:00 PM
Clerk of the Superior Court
By Kristin Sorianosos, Deputy Clerk

12 SUPRIOR COURT OF CALIFORNIA
13 COUNTY OF SAN DIEGO, HALL OF JUSTICE

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

17 Plaintiffs,

18 vs.

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

Defendants.

Case No.:37-2021-00050889-CU-AT-CTL

DECLARATION OF PLAINTIFF AMY
SHERLOCK IN SUPPORT OF EX
PARTE APPLICATION FOR
TEMPORARY RESTRAINING ORDER

1 I, AMY SHERLOCK, declare:

2 1. I am over the age of eighteen years, and a plaintiff in the above-entitled action.

3 2. The facts set forth herein are true and correct as of my own personal knowledge or belief.

4 3. I am the widow of Michael "Biker" Sherlock. Biker was a father, professional athlete,
5 and an entrepreneur with interests in the cannabis sector.

6 4. I believe that in late 2013, Biker partnered with Stephen Lake and Bradford Harcourt for
7 cannabis and real estate investments. Although I know they partnered, I was never told the details by
8 Biker regarding the specific terms of their partnership.

9 5. Stephen Lake is my sister's husband.

10 6. Renny Bowden is a longtime friend and business associate of Lake.

11 7. Biker passed on December 3, 2015, purportedly he committed suicide.

12 8. At the time of his death, Biker and I were married with two children.

13 9. In 2015, Biker was granted two conditional use permits ("CUP") for cannabis operations,
14 the Ramona¹ CUP and the Balboa CUP².

15 10. Shortly after Biker's death, Lake told me that Biker had never actually acquired an
16 interest in the Balboa CUP and that that Biker "blew it" because the Balboa Property did not qualify for
17 a CUP. Lake told me that the homeowners association at the Balboa Property was taking legal action
18 to prevent the operation of a dispensary and it had drained the finances of Biker, Lake and Harcourt so
19 everyone had decided to "walk away" cutting their losses (the "HOA Litigation").

20 11. At various points in time after Biker's death, Lake told me that the facility operating
21 under the Ramona CUP was not making any profits and that there were no distributions for the owners.

22 12. In January 2020, I was introduced to attorney Andrew Flores who told me he was
23 working on case which may have ties to the Balboa CUP. He informed me that a form dissolving an
24 entity, Leading Edge Real Estate, LLC ("LERE"), was supposedly executed by Biker and processed by
25 the State three weeks after his death (the "Dissolution Form"). I reviewed the Dissolution Form, but I

26 _____
27 ¹ The "Ramona CUP" was issued at 1210 Olive Street, Ramona, CA 92065 (the "Ramona Property").

28 ² The "Balboa CUP" means the conditional use permit issued by the City of San Diego at the 8863
Balboa Avenue, Unit E, San Diego, California 92123 (the "Balboa Property").

1 did not recognize Biker's signature.

2 13. I discussed the issue with my sister, Lake's wife, and told her that I intended to sue
3 Harcourt and she told me that I should speak with Lake about it. Lake then contacted me and asked to
4 meet.

5 14. In early February 2020, I met with Lake at a coffee shop, and I told him that I intended
6 to sue Harcourt. At this time, I only knew that the CUP had been transferred into Harcourt's name. Lake
7 initially told me nothing other than "we did it," in which he was referring to the transfer of the Balboa
8 CUP permit. He implied that my family would shun me for taking legal action against a family member
9 and that I did not have the financial resources to be successful. The conversation was that of, oh well
10 sorry, nothing you can do about it.

11 15. In mid-February 2020, Flores provided me a forensic handwriting expert report
12 concluding that Biker's signature was probably forged on the Dissolution Form of LERE. Flores also
13 informed me that the Ramona CUP had been transferred at some point to Harcourt and Bowden after
14 review of Sherriff certificates and other publicly available documents. I thought I was still the owner of
15 the Ramona CUP until this time.

16 16. On or around February 21, 2020, Flores, on my behalf, contacted Harcourt's attorney to
17 inquire how it was that Harcourt obtained ownership interests in the Balboa and Ramona CUPs.

18 17. It was shortly thereafter, in early March of 2020, when Lake appeared at my house
19 unannounced.

20 18. Between the early February of 2020 meeting with Lake and him appearing at my home,
21 I had learned a lot more about the situation including dissolution of LERE. that the signature did not
22 appear to me to be Biker's, and the handwriting expert had concluded that it was more than likely forged.

23 19. When I confronted Lake about it, he then said that he had seen Biker execute the
24 Dissolution Form the day before he passed away and that he was in an extremely emotional state,
25 severely depressed because he had to "sign away" the Balboa CUP, because of the allegedly expensive
26 HOA Litigation, and that is why his signature on the Dissolution Form does not look like his normal
27 signature. Lake said that this was the reason why Biker had committed suicide. Lake said that Biker had
28 cost him a ton of money and he had papers for me to see if I wanted to. I declined. Lake repeatedly

1 attempted to convince me to not sue Harcourt.

2 20. I was shocked and outraged but kept calm and asked if I would be getting any proceeds
3 related to the Balboa and Ramona CUPs as a result of Biker's investment of time and capital to acquire
4 them. Lake responded that Biker's contributions were "worthless," that I and my children were not
5 entitled to anything, and that I should be content with the proceeds from Biker's life insurance policy.

6 21. I was angry and responded that, among other things, it was impossible for Biker to have
7 signed away millions of dollars of assets depriving me and his children of their value. As we argued I
8 kept insisting that I would take legal action and Lake became clearly emotionally intense and he admitted
9 that he and Harcourt were responsible for the transfer of the Balboa CUP. Lake said he was the property
10 owner of the Balboa location and that he had conveyed the CUP to Harcourt. Lake said he did it "save"
11 me from the "headaches" of having to deal with the permit. I told him I never gave permission for
12 anyone to act on my behalf and that it was my right, duty and honor to tie up Biker's life and how angry
13 I was that they'd denied me that. Lake then alleged that the Balboa CUP was "stolen" from Harcourt.

14 22. The conversation became an intense argument and Lake implied that I could not
15 financially afford to take any legal action and that there was nothing I could do about what had taken
16 place. Lake concluded the conversation by implying that if I took any legal action it would result in me,
17 and my children being shunned by our family.

18 I declare under penalty of perjury according to the laws of the State of California that the
19 foregoing is true and correct, and that this declaration was executed on December 17, 2021 at Prosper,
20 Texas.

21 
Amy Sherlock (Dec 17, 2021 16:18 CST)

22 AMY SHERLOCK

23
24
25
26
27
28

Sherlock Declaration Final Draft

Final Audit Report

2021-12-17

Created:	2021-12-17
By:	Andrew Flores (afloreslaw@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlY2MwDhr1SVxc9JAB3MzD_z3L9aDZSGY

"Sherlock Declaration Final Draft" History






-  Document created by Andrew Flores (afloreslaw@gmail.com)
2021-12-17 - 6:44:06 PM GMT- IP address: 72.196.169.117
-  Document emailed to Amy Sherlock (amyjoshlock@gmail.com) for signature
2021-12-17 - 6:44:29 PM GMT
-  Email viewed by Amy Sherlock (amyjoshlock@gmail.com)
2021-12-17 - 10:11:22 PM GMT- IP address: 104.28.50.174
-  Document e-signed by Amy Sherlock (amyjoshlock@gmail.com)
Signature Date: 2021-12-17 - 10:18:32 PM GMT - Time Source: server- IP address: 107.204.17.110
-  Agreement completed.
2021-12-17 - 10:18:32 PM GMT

EXHIBIT 3.8

Dear Sargent Tien,

I'm writing to you today to tell you about my husband's murder. It's a complicated story so I thought I'd write it down for your reference.

My husband was Michael "Biker" Sherlock. He was a professional skateboarder and stunt man through the late 90's and early 2000's and owned a skateboard company until 2013 when it went under. In 2013 when the legal ordinances for marijuana dispensaries were released, Biker was first in line. He spent the next two years working passionately and was awarded two conditional use permits. One was in the city of San Diego on Balboa Ave and the other was in Ramona. Biker passed away December 3, 2015 by what at the time, we thought was suicide. I knew Biker was having challenges with his new businesses and he seemed very worried and out of sorts for the last few weeks before he died. He did tell me about the almost constant battles with his partners about the percent ownership each of them got and why. There were no other major issues in his life. We were financially ok, family was healthy etc.

The owners of the Balboa dispensary were Biker and Brad Harcourt. Steve Lake, my brother-in-law (my sister's husband) owned the building but was not part of the business. His ownership was kept secret from me for four years. I'll explain more as I tell the story.

The owners of the Ramona dispensary were Biker, Brad Harcourt, Renny xxx and Duane xxx, who became part owner after Biker passed away. Steve Lake, my brother-in-law was also owner on this property, which I knew about.

On December 2, Biker was acting strangely. Looking back, I can't really describe it but he left to go for a drive to clear his head and he never came home. I woke up the next morning (he slept in the other room due to his snoring) and saw he hadn't come home. I called my sister and brother-in-law, Steve Lake in a panic. Steve said he'd go check Biker's favorite surf spots. Looking back, its strange he knew where to look. I think the more logical place to look was the hospitals, thinking he'd been in an accident. I was panicked but had to remain composed for my kids. Steve came to my house about an hour later and said Biker was dead and he'd killed himself.

Steve told the police that day that he'd been with Biker for several hours the day he died and that Biker had worries but all were "small things." He gave an example that Biker was worried that our kids needed new shoes. Nothing about a bad business deal, Biker losing his business or anything of the sort. I say in the police report that he'd been worried about business but completely shocked that he'd kill himself. Biker loved life more than anyone. The day after he died I spoke with Steve. He said Biker blew it, that the Balboa dispensary wasn't happening and that everyone was walking away licking their wounds and with financial losses. The Ramona dispensary had issues but he intended on getting it going (so he could charge huge amounts for rent, make money but not technically be in the marijuana business) but that I'd be a part of it, they'd honor Biker's ownership and I'd have income when it got up and going. I was thankful for the help and thought I had someone looking out for my best interest.

Within the next day or two, Steve Lake brings a friend to my house, who says he's a doctor and that he's an expert on CTE (the brain injuries associated with multiple head trauma.) His name was Dr. Mark Cooper. He spoke with me and most of Biker's immediate family. He convinced us that Biker had CTE due to his action sports lifestyle. Looking back, Biker could've been acting that way because he was afraid for his life too. I wasn't aware of anything, at this time, in his business life that would make him suicidal or think anyone was going to hurt him. Years later in figured out Dr Cooper has no expertise is CTE. He's a child behavior psychologist. I felt dupped and misled.

Between 2016-2019 I asked to work at the Ramona Dispensary multiple times. I'm a USC graduate and I have 10 years of pharmaceutical sales experience. I'm obviously qualified and wanted to learn the business that I thought I was part owner of. I never was allowed to or even got returned phone calls from Duane. I met Duane once. It was right after they got the dispensary opened. I still thought I was an owner. Duane is the scariest, most intimidating person I've ever met. The awkward, heavy tension in the room was palpable. He seemed angry and annoyed with me. This was all baffling to me. When I mentioned it to my sister and Steve, they chalked it up to sexual tension. Yes, insulting. Now, in 2021, I know what it was- he was the one to put the hit on Biker. He is a big player in the Marijuana industry. He was big way before it was legal, meaning he has criminal ties. Also, Duane has threatened other people in the industry. One being Darryl Cotton, who is another marijuana industry player.

I received a message from Darryl Cotton in January 2020. He informed me that the permit for the Balboa dispensary was in Biker's name then six months later it appears in Brad Harcourt's name. He couldn't find any documents on how that happened and was making me aware of it. His message explained that Biker was set up and that they killed him, staged his suicide and took his business for themselves. I called Steve, freaking out. He told me that this guy was crazy and stop talking to him. We didn't discuss the permit, I was too concerned about the murder part.

In January of 2020, I spoke with Darryl Cotton and an attorney Darryl had recommended, Mr. Andrew Flores. I met with Darryl and Andrew at his law offices and agreed to his representing me. Once retained, Andrew, I and Darryl immediately began researching with the SD Development Department any information that would lead to how Harcourt got the permit transferred. During that visit we were met by DSD Supervisor Ms. Michelle Sokolowski who once she knew who we were and the information being sought refused to speak with us and referred us to the DA, whose name and phone number she'd already written down and handed to us in advance of meeting us in the DSD lobby. Andrew then went to SD Records and found no documents anywhere in the archives that pointed to the lawful transfer of the CUP. While Andrew was investigating records, Darryl and I went to the Mayor Faulconer's office where I sought a meeting with the mayor. We gave the receptionist our identities, a copy of my marriage certificate with Biker and the reason we were there on the CUP transfer. She went in the back and returned minutes later stating the mayor was unavailable. I left a written detailed message asking for his assistance to find out how my husband's CUP license was transferred without my knowledge. I got a return email saying they'd received my message and that they'd respond within 48 hours. I never heard back.

I had dinner with my sister and I told her what had happened. She told me I needed to speak with Steve about it. I thought he had nothing to do with the Balboa location so I thought my sister was probably mistaken. Steve met me for coffee. As we waited in line Steve told me in an angry yet hushed yelling tone, that "we did it." I didn't understand what he meant and he didn't explain how, but he told me that Harcourt had sold half it to another group. That I didn't deserve to have any of the proceeds or any of the decisions that were to be made regarding my late husband's business affairs. He really made it seem like he was the smart business man and I was just the dummy. He said it's already done and basically inferring that if I did anything about it legally then I'd be coming after him, which is obviously my family. So it ended up being like an oh well, you'd have to take us down to get anything and that would make me the bad guy for going after my own family. I left the meeting crying and I could tell he felt relieved that he'd stopped me from causing them any trouble. I let him think that to buy myself time to learn more. We kept looking.

In the lawsuit between Harcourt and the new owners who ripped him off, I learned that the owner of the building for the Balboa dispensary was called High Sierra LLC. Knowing Steve so well, I knew by the name that it was him.

March 2020. Andrew finds the papers dissolving two businesses that Biker was owner, and that the permits were tied to. At first glance it was strikingly obvious to me that the signatures were forged. Plus, both were filed weeks after he died. The signatures have been evaluated by a handwriting expert as most likely not his. Without the originals he cannot be 100% and Harcourt won't give us them. He also tells me the Ramona permit is now in Harcourt and Renny's name and the business is in Duane's name.

Steve shows up at my house. He knows I'm so angry. I ask him about owning the Balboa building. He tells me he did own it. Biker got him to buy it, told him the permit was good to go. Steve bought it. Turns out the HOA was fighting Biker regarding the location. Biker had lied and cost Steve a lot of money buying the building and now the permit might not be approved. He was angry about that and rightly so. Another reason to have him killed. Steve said when he sold the building he made sure to convey the permit to Harcourt. So, Steve was involved in the transfer and the sale of the permit and this was the first time I'd put it all together because they'd lied about everything. I ask him about the forged signatures. He said he saw Biker sign it the day he died and that it probably doesn't look like his signature because he was so upset and that's why he killed himself. Steve says its all "small things" that Biker was worried about to me and the police for four years. Then I find out all this and now he says he knew why he killed himself! First, if I'd known there was any bad deal that made Biker suicidal I would've definitely looked into the deal and everyone involved and would've insisted on a murder investigation. His lie allowed someone to get away with murder. I ask about the Ramona permit. He tells me he took me off so I wouldn't have any tax issue. I ask what percentage will I get now that I'm already off and have nothing to negotiate with now. My words linger so I know his response is that I get nothing. Biker was a good negotiator and he never would've taken such a one sided deal that he'd kill himself. It doesn't make sense. I ask Steve why he thinks my sons and I didn't deserve anything financially or even to make decisions ending Biker's business. He said Biker's contributions were worthless. I reply- even though he was the one to put the entire thing together, worked on it for two years. I asked why they did it this way. He said he didn't know and that they were all so confused and hurt when Biker died and that he put no thought into it. Steve Lake is a very successful, self-made millionaire. He has even been on the cover of Entrepreneur Magazine for his accomplishments, so playing dumb, naïve and emotional is total theatre.

Meanwhile, Andrew is in contact with Harcourt's attorney Mr. Claybon, asking how he got the permit transferred. Claybon plays dumb. He eventually replies that the statute of limitations has expired and that I didn't do my due diligence to prevent him from doing what he did. This is still his legal position and he's never answered how he transferred the permit. The statue for fraud starts when the person defrauded finds out. At this point was a couple months. Secondly, I would've had to stand in the waiting room at the permit office every second to ensure he doesn't walk by and steel my permit? Tap his emails incase he files electronically? Basically, he's not even denying it.

RE: The Medical Examiner's report and Autopsy.

Here are a few things that bother me about the official ME report.

1. If Steve is now telling the truth four years later, why did he not tell the police that he Biker signing away a multimillion dollar deal, that he was in negotiations to sell to someone else, the day he died?
2. I say he was worried about business.

3. The gun was at his left hip. He's right handed.
4. One cartridge in the magazine. Did he have 2 to commit suicide? I'd think he'd either have only one or a completely loaded magazine.
5. Ejected magazine. Did someone take the rest of the cartridges? And left it open?
6. Under "Other Injuries" he had abrasions and contusions on his forehead, chin, legs, posterior hands. They WERE NOT THERE when he left home. He was in a fight.
7. Stretch marks around his mouth. Why would he cause himself bodily harm to force the gun into his mouth? He knew how a gun worked. Someone shoved it in because he wasn't cooperating.
8. GSR is obvious and visible in his mouth but not his hands. Why were they bagged and not tested?

It says there'd photos. Please look at them. I think from what I think looks obvious for foul play and I know if you look into this you'll find more.

In April 2020 I file a Federal lawsuit.

We've gotten nowhere in 16 months.

A few weeks ago I heard from Biker's friends that there's rumors going around that Biker was murdered and there was someone in jail that had confessed. I made as many phone calls as I could but nobody is giving or has any solid information that they're sharing. The FBI has been investigating the marijuana industry. They are aware of the rumors and have been told by informants that Biker was murdered. They have not returned Andrew's calls and he's been calling for months.

In summary, I believe that Steve Lake, Brad Harcourt (I don't know Renny and have no idea what role he plays but he benefited too) and Duane conspired to murder Biker. They had him murdered by a professional hitman and its Duane who'd have those kind of contacts. They forged his signature and dissolved his business for their financial gain. Steve used his relationship and influence in my family to cover it up and then made me out to be the bad guy for not being ok with him lying to me about my husband's business and the circumstances of his death.

We thought that through our litigation we could find the evidence to prove they murdered him. Through discovery we could subpoena records and documents. The courts haven't even heard my case. I would've rather have his murder discovered that way rather than me going to the police then at least it wouldn't look like me doing it. It's one thing to accuse someone of fraud than murder or murder for hire. I don't think I have any choice if I want justice for Biker, myself and my children. I'm scared for my safety and for my sons as well. We moved out of state when I felt like I was being followed and watched in the summer of 2020.

Please, please look into this for us. If I can be of any help or if you need more clarification, please let me know.

Thank you for your time,

Amy Sherlock

619-871-5403

EXHIBIT 3.9

Alliance Forensic Sciences, LLC

www.allianceforensicservices.com

Curriculum Vitae

MANNY GONZALES, B.S., F.C.L.S., C.P.I.

*Forensic Document Analyst
Certified Fingerprint Roller¹*



The logo for Alpha Phi Sigma National Criminal Justice Honor Society. It features the text "Alpha Phi Sigma" in a large, yellow, gothic-style font on a dark blue rectangular background. Below it, in a smaller, yellow, sans-serif font, is the text "National Criminal Justice Honor Society".

SUMMARY OF EXPERIENCE

Mr. Gonzales, a retired Combat-Wounded U. S. Marine Corps Reserve Officer and former California Department of Consumer Affairs Certified Forensic Sciences Instructor, has more than 35 years of professional experience involving most aspects of forensic document examination. He is a former San Diego Police Dept. forensic document examiner and, for the past 27 plus years, a private forensic document examiner, consultant and testifying expert. Mr. Gonzales received his apprenticeship in questioned documents, beginning in 1979, at the Riverside County Sheriff's Department while employed as a Fraud Investigator (California Peace Officer) by the County of Riverside. While employed as a Special Investigator by the State Bar of California, Mr. Gonzales was also a non-compensated Deputy County Clerk in several California Counties. Mr. Gonzales also completed formal questioned documents training provided by the U. S. Secret Service and FBI at the FBI Academy, Quantico, VA.

In criminal matters, Mr. Gonzales has been retained on such crimes ranging from theft, prescription forgery to murder. In civil litigation, he has been retained on behalf of plaintiffs and defendants in matters ranging from suspected forged promissory notes of a few thousand dollars to suspected forged documents with values in the millions of dollars. His cases, both criminal and civil, have included high profile or highly publicized figures or incidents. Mr. Gonzales has lectured extensively on the subject of questioned documents on a local and international level. He is regarded as an excellent expert witness by those who have retained him to provide expert witness testimony and is respected by his peers.

¹ Certified by the California Department of Justice, pursuant to California Penal Code Section 11102.1, to roll & process Livescan & manual hard cards (Form FD-258). The certification process involved a criminal background investigation (State & Federal).

SUMMARY OF EXPERIENCE (continued)

In addition to the San Diego Police Department, Mr. Gonzales was also found qualified for the positions of Forensic Document Examiner by the California Department of Justice (DOJ) and Las Vegas Metropolitan Police Department. DOJ selection process also included a performance evaluation.

FORMAL EDUCATION

Bachelor of Science degree in Criminal Justice (Cum Laude)

AREAS OF EXPERTISE & SERVICES OFFERED:

- ❖ Criminal Defense & Prosecution
- ❖ Family Law
- ❖ Insurance Fraud
- ❖ Development & Decipherment of Indented Writings
- ❖ Photocopier Classification & Identification
- ❖ Typewriting Classification & Identification
- ❖ Signature & Handwriting Identification
- ❖ Document Dating & Anachronism
- ❖ Detection of Altered Documents
- ❖ Computer-Generated Documents
- ❖ Decipherment of Obliterations/Over writings
- ❖ Photocopy Manipulations
- ❖ Ink & Paper Analyses
- ❖ Counterfeit Detection
- ❖ Expert Witness Testimony
- ❖ Consulting
- ❖ Latent Fingerprint Development/Processing & Analysis

VENUES WHERE EXPERT WITNESS TESTIMONY HAS BEEN PROVIDED

- ❖ Municipal Courts: San Diego, San Bernardino, Riverside & Beverly Hills, CA;
- ❖ Superior Courts: San Diego, San Bernardino, Los Angeles, Kern, Riverside, Imperial, Orange Counties & Mohave County, Arizona;
- ❖ Military Courts-Martial: 11th Naval District, San Diego;
- ❖ Federal Courts: San Diego and Orange Counties;
- ❖ Arbitrations: San Diego and Marin Counties;
- ❖ Student Honor Hearing: UCSD, San Diego;
- ❖ Depositions: San Diego, Los Angeles and Orange Counties;
- ❖ Administrative Law Hearings: San Diego;
- ❖ Clark County District Court, Las Vegas, NV;
- ❖ Jewish Rabbinical Court: Los Angeles;
- ❖ Special Master Hearing: San Diego;
- ❖ State Bar Court: Los Angeles;
- ❖ DMV Hearings: San Diego;
- ❖ NASD Hearing: San Diego;
- ❖ US Naval Board of Inquiry Hearing: San Diego.

***TESTIFIED ON BEHALF OF (continued):**

- ❖ State Bar Court, Division of Trial Counsel, State Bar of California
- ❖ San Diego County Alternate Public Defender's Office
- ❖ County of San Bernardino Public Defender's Office
- ❖ County of San Diego Office of the District Attorney
- ❖ San Diego County Public Defender's Office
- ❖ California Attorney General's Office
- ❖ Federal Defenders of San Diego, Inc.
- ❖ Beverly Hills Police Department
- ❖ San Diego Police Department
- ❖ U. S. Attorney's Office, U. S. Department of Justice
- ❖ Clark County, Nevada, District Attorney's Office
- ❖ Kern County District Attorney's Office
- ❖ Private Civil Attorneys for Defendants and Plaintiffs
- ❖ Private Criminal Defense Attorneys

**Initially qualified as an expert in questioned documents in 1980. Since then, I have testified on almost 190 occasions. In criminal matters, testimony has been provided on behalf of both the prosecution and defense.*

TEACHING & OTHER CONSULTING EXPERIENCE

- ❖ 1989-1994/2004: U. S. Department of Justice (ICITAP), Washington, D. C.
Former chief consultant and instructor of questioned documents courses. Presented formal questioned document and expert witness testimony classes to law enforcement and intelligence agents throughout Central and South America and Caribbean.
- ❖ 1988-1995: Grossmont College, El Cajon, California, Forensic Technology Program.
Adjunct faculty and chief instructor. Taught, "Examination of Questioned Documents semester course.

EXAMINED DOCUMENTS & RENDERED CONCLUSIONS ON BEHALF OF:

- ❖ Bossier Parish District Attorney's Office, Benton, Louisiana
- ❖ San Diego County Office of the Alternate Public Defender
- ❖ San Bernardino County Office of the Public Defender
- ❖ Riverside County Office of the Public Defender
- ❖ U. S. Immigration and Naturalization Service
- ❖ San Diego County Public Defenders' Office
- ❖ Clark County, Nevada, District Attorney's Office
- ❖ City of San Diego City Attorney's Office
- ❖ U. S. Postal Service Human Resources
- ❖ County Counsel, County of San Diego
- ❖ Naval Criminal Investigative Services
- ❖ California Attorney General's Office
- ❖ Federal Defenders of San Diego, Inc.
- ❖ Drug Enforcement Administration

EXAMINED DOCUMENTS & RENDERED CONCLUSIONS ON BEHALF OF
(continued):

- ❖ Beverly Hills Police Department
- ❖ Federal Bureau of Investigation
- ❖ U. S. Postal Inspection Service
- ❖ San Diego Police Department
- ❖ Internal Revenue Service
- ❖ Federal Grand Jury
- ❖ Numerous private law firms, insurance carriers, corporations and private concerns

HIGHLIGHTS OF SPECIALIZED FORMAL QUESTIONED DOCUMENTS &
FINGERPRINT DEVELOPMENT TRAINING

- ❖ 1971: Golden West College, Huntington Beach, CA, *Examination of Questioned Documents* course;
- ❖ 1980: Golden West College, Huntington Beach, CA, *Examination of Questioned Documents* course;
- ❖ 1980: Institute of Applied Science. Included the Identification of Handwriting and Typewriting, Syracuse, NY, *Scientific Crime Detection (emphasis on fingerprint sciences)*;
- ❖ 1980: U. S. Secret Service, Department of the Treasury, Washington, D.C., *Questioned Documents Course*;
- ❖ 1986: Federal Bureau of Investigation, Department of Justice, FBI Academy, Quantico, Virginia, *Fundamentals of Document Examination for Laboratory Personnel (Graduated with "A" Grade through the University of Virginia.)*;
- ❖ International Association for Identification (*Questioned Document Section*)
- ❖ Evidence Photographers' International Council School of Evidence Photography & Imaging (EPIC);
- ❖ Latent Fingerprint Development & Evidence Processing (*emphasis on latent fingerprint processing & crime scene processing*) (Sirchie & Glendale, AZ, Police Dept);
- ❖ Forensic Sciences (National University);
- ❖ Crime Scene Processing (*Palomar College, San Marcos, CA*);
- ❖ Latent Fingerprint Processing (*Lewis Consulting & Law Enforcement Training*).

HIGHLIGHTS OF CONTINUING PROFESSIONAL EDUCATION

- ❖ Los Angeles County Sheriff's Department, Forensic Digital Imaging
- ❖ Southwestern Association of Forensic Document Examiners, Inc. (SWAFDE)
- ❖ American Board of Forensic Document Examiners (ABFDE)
- ❖ American Society of Questioned Document Examiners (ASQDE)
- ❖ American Academy of Forensic Sciences (Questioned Document Section) (AAFS)
- ❖ Rochester Institute of Technology
- ❖ California Department of Justice

PROFESSIONAL EMPLOYMENT (continued)

- ❖ *Alliance Forensic Sciences, LLC, Escondido, CA*
- ❖ *Alliance Forensic Services (Principal), Document Examiner, Escondido, CA*
- ❖ *Associated Documents Examiner (Principal), Document Examiner, San Diego, CA*
- ❖ *San Diego Police Department, Police Document Examiner, Forensic Sciences Unit, San Diego, CA*
- ❖ *Auditor-Controller's Office, Document Examiner, County of Los Angeles, CA*
- ❖ *State Bar of California, Staff Special Investigator & Document Examiner, Los Angeles, CA*
- ❖ *County of Riverside, CA, Fraud Investigator (California Peace Officer) and Document Examiner).*

PROFESSIONAL AFFILIATIONS

- ❖ International Association for Identification (Questioned Document Section & Questioned Document Section Committee Member)
- ❖ American Academy of Forensic Sciences (Questioned Document Section)
- ❖ Southwestern Association of Forensic Document Examiners, Inc. (Charter Member and former Board of Directors)
- ❖ San Diego County Investigators Association (Past President)
- ❖ Association of Certified Fraud Examiners
- ❖ CID Agents Association (USMC associate member)
- ❖ National Criminal Justice Honor Society (For Academic Achievement)

LICENSES & CERTIFICATIONS

- ❖ 1970: *Private Investigator's License*: Issued by the Department of Consumer Affairs
- ❖ 1993: *Certified Fraud Examiner (CFE) (former)* designation: Awarded by the Association of Certified Fraud Examiners
- ❖ 1998: *Certified Professional Investigator (CPI)* designation: Awarded by the California Association of Licensed Investigators, Inc.
- ❖ 2000: *Professional Certificate in Criminal Justice* from National University, San Diego, CA. Included the formal presentation of a research paper related to the forensic examination of photocopies to peers and faculty of National University
- ❖ 2004: *Certified Instructor*: Former California Department of Consumer Affairs: was Certified to teach "Forensic Sciences and Technology" and "Security Services Administration & Management" (Certificate No. COAFS-04-372516)
- ❖ 2004: *Fraud Claim Law Specialist (FCLS)*: A comprehensive course of study in insurance fraud law and defense investigation resulting in the FCLS professional designation conferred by American Educational Institute, Inc.
- ❖ Certified Fingerprint Roller by California Department of Justice.

HIGHLIGHTS OF SCIENTIFIC EQUIPMENT EMPLOYED

- ❖ Video Spectral Comparator 4 Plus (Non-destructive ink and paper analyses & decipherment of obliterations via infrared, transmitted light and ultraviolet sources);
- ❖ Spectral Luminescence & Reflectance Magnifier (Portable capabilities of VSC-4);
- ❖ Magnetic-Optical Magnifier (Detects Magnetic Properties in Inks and Toners);
- ❖ Transmitted light tables (With infrared & UV) (Portable and Laboratory Versions);
- ❖ Electrostatic Detection Device (EDD) (Development of Invisible Indentations on Documents);
- ❖ Spectro Plate Reader (Measures Lines Per Inch & Angles of Halftone Images²);
- ❖ Digital Micrometer (Measures Paper Thickness);
- ❖ Digital (6MP & 12MP) cameras with copy stands;
- ❖ Stereoscopic & digital zoom microscopes;
- ❖ X-Rite Eye-One Spectrophotometer (Measures Color Values of Paper);
- ❖ Bodelin ProScope Digital Microscope (with accessories);
- ❖ Fingerprint development powders & chemicals for latent print processing;
- ❖ Forensic Alternate Light Sources (visualization of latent prints);
- ❖ Digital Cameras with macros lenses;

PROFICENCY TESTING

Mr. Gonzales has participated in voluntary proficiency testing for questioned document examiners administered by a third party, one of which also administers forensic testing in other disciplines to major law enforcement agencies.

ACADEMIC & MILITARY HONORS

- ❖ Graduated *Cum Laude* with a Bachelor of Science Degree in Criminal Justice from National University, San Diego, CA;
- ❖ *Award of Recognition*: Recognized by PI Magazine as one of the Nation's Leading Private Investigators because of contributions made to the private investigation field as a forensic document examiner;
- ❖ Certificate of Achievement for Outstanding Performance as a Teacher: Awarded by Grossmont Community College, El Cajon, CA
- ❖ *Purple Heart Medal*: Awarded for "wounds received in action" against communist guerrilla forces while serving in the former Republic of South Vietnam with U.S. Marines³;
- ❖ *U. S. Army Achievement Medal*: Earned for meritorious service while serving as a Marine Liaison Officer for the U. S. Army Oregon National Guard

MILITARY EXPERIENCE

- ❖ Criminal Investigator (trainee), Sergeant, USMC (during the Vietnam War)
- ❖ Criminal Investigations Officer/Military Police Officer, Chief Warrant Officer 4 (Ret), USMCR. As an Officer of Marines, Mr. Gonzales provided training for members of the Criminal Investigation Division (CID) and military policemen in questioned documents and investigations and examined documents for the CID.

Jan 27, 2020

Mailing Address: 243 South Escondido Blvd., #304, Escondido, CA 92025-4116
Email: docexam1@aol.com (800) 738-7096



ALLIANCE FORENSIC SCIENCES, LLC

243 South Escondido Blvd., # 304, Escondido, CA 92025-4115

Phone: (800) 738-7096 Fax: (760) 888-0349

Email: docexam1@aol.com

Web Site: www.allianceforensicservices.com

Forensic Examiner of Questioned Documents

Certified Forensic Voice Stress Analyst

Member:

Southwestern Association of Forensic Document Examiners, Inc.

American Academy of Forensic Sciences, Inc.

International Association for Identification, Inc.

International Association of Voice Stress Analysts, Inc.

National Criminal Justice Honor Society

Manny Gonzales, B.S.

DeeDee Spangler, B.S., M.S.

February 21, 2020

Andrew Flores, Esq.
945 4th Avenue
Suite 412
San Diego, CA 92101

Sent Via Email
Andrew@floreslegal.pro

Re: Michael D "Biker Sherlock Forensic Signature Analysis

QUESTIONED DOCUMENT REPORT

QUESTIONED DOCUMENT SUBMITTED FOR ANALYSIS

Q1: One (1) C Company (LLC) Certificate of Cancellation of a Limited Liability, LLC File No. 201511910148, file date December 21, 2015. STANDARDS FOR COMPARISON

MICHAEL D. "BIKER" SHERLOCK STANDARDS FOR COMPARISON

K1-1: Attachment 10 dated April 23, 2014;

K1-2: One (1) Articles of Incorporation, file date April 22, 2014;

K1-3: One (1) IRS Form 8879-S (2013) dated September 15 (sic);

K1-4: One (1) tax-related form dated September 15, 2014;

K1-5: One (1) original Agreement bearing three (3) repetitions of the signature Michael D. Sherlock (date not visible);

MICHAEL D. “BIKER” SHERLOCK STANDARDS FOR COMPARISON (continued)

- K1-6:** One (1) original Agreement with three (3) repetitions of the Michael D. Sherlock (no date visible);
- K1-7:** One (1) original Agreement, page 2, with three (3) signatures;
- K1-8:** One (1) copy of a 1-page Agreement, page 2 (date not visible);
- K1-9:** One (1) State of California, Secretary of State dated July 8, 2014;
- K1-10:** One (1) partial reproduction of authorization and license dated October 2, 2000;
- K1-11:** One (1) Certificate of Live Birth, San Diego County (date not visible);
- K1-12:** One (1) color photo titled “Authentic Autograph (date not visible);
- K1-13:** One (1) color photo titled “Fleer, Biker Sherlock (date not visible);
- K1-14:** One (1) original, page 2, with Fax TTI at the top which reads “Precision (date not visible);
- K1-15:** One (1) original, page 2, Agreement (3 signatures) (date not visible);
- K1-16:** One (1) original Agreement, page 2 (date not visible);
- K1-17:** One (1) original, page 2, Agreement, with three (3) signatures;
- K1-18:** One (1) original, page 2, Agreement (date not visible) (3 signatures);
- K1-19:** One (1) original Agreement, page 2 (date not visible);
- K1-20:** One (1) original Agreement, page 2, three (3) signatures (date not visible);
- K1-21:** One (1) original, page 2, Agreement (3 signatures) (date not visible).

PURPOSE OF ANALYSES

You requested that I conduct a forensic comparison of the **Q1** “signature” with Sherlock’s Standards (**K**).

RESULTS OF ANALYSES & DISCUSSION

It is my considered expert opinion that the writer of the Sherlock Standards (**K1**) *probably did not* (more likely than not) write the questioned (**Q1**) “signature.” This conclusion is based upon a number of fundamental differences which cannot be reconciled with the current Standards (**K1**).

METHODOLOGY

I followed the suggested methodology used by many qualified forensic document examiners (FDEs). Such involves a side-by-side comparison (or similar arrangement) of the questioned (Q) and standard (K) signatures that are cropped, copied and pasted on an electronic worksheet (such as PowerPoint). Then, I manually search and evaluate the similarities and differences between the two (2) categories of signatures. Generally, the first feature that I search and evaluate is what is called “line quality.” Line quality is the combination of penmanship skills or manual dexterity, speed, pen pressure patterns, movement of the writing instrument, and is one of the most important features in the evaluation of signatures. Poor “line quality,” for example, is embodied in those signatures which demonstrate inferior penmanship skills, hesitations of the pen, unnecessary patching (of the strokes), blunt beginning and ending strokes, rough or tremulous strokes, etc. Line quality evaluation was very limited because of the degraded copies.

Additional features that I search and evaluate in all questioned signatures, besides those above, are spacing between letters and given and surnames, lateral and vertical sizes of the signatures, style of writing,¹ spelling, size-height relationships, overall and individual slants between letters, slovenly appearances, punctuation and baseline adherence and overall appearances.

Features that carry a significant amount of weight for or against identification (individualization) are those that deviate significantly from copybook forms or those that are found infrequently in the random population.

SCIENTIFIC WORKING GROUP FOR FORENSIC DOCUMENT EXAMINATION

This matter was examined within the parameters of the Scientific Working Group for Forensic Document Examination (www.swgdoc.com). The foregoing organization is composed of private examiners and government examiners from local, state and federal agencies throughout the United States and sets guidelines of questioned documents examination.

RECOMMENDATIONS/COMMENTS

For the possibility of a more productive result, I highly recommend locating the original questioned document (Q1) and submitting it for analyses.

Alliance Forensic Sciences, LLC



Manny Gonzales, B.S., C.P.I., F.C.L.S.
Forensic Document Analyst

- Exhibits:
- (A) Questioned Document Report
 - (B) Manny Gonzales' CV
 - (C) Handwriting Terminology
 - (D) Limitations of Examining Photocopies
 - (E) SWGDOC Levels of Confidence
 - (F) Standards & Questioned Documents

LLC-4/7

**Certificate of Cancellation
of a Limited Liability Company (LLC)**

To cancel the Articles of Organization of a California LLC, or the Certificate of Registration of a registered foreign LLC, you can fill out this form, and submit for filing.

- There is no filing fee, however, a non-refundable \$15 service fee must be included, if you drop off the completed form.
- To file this form, the status of your LLC must be active on the records of the California Secretary of State. To check the status of the LLC, go to kepler.sos.ca.gov.

Important! California LLCs only: This form must be filed after or together with a Certificate of Dissolution (Form LLC-3). However, if the vote to dissolve was made by all of the members and that fact is noted in Item 4 below, Form LLC-3 is not required.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs. It is recommended for proof of submittal that if this form is mailed, it be sent by Certified Mail with Return Receipt Requested.

FILED *ICW*
**Secretary of State
State of California**
DEC 21 2015 *gpo*

ICC
Q1
C
This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business-programs/business-entities/filing-tips.

① **LLC's Exact Name in CA** (on file with CA Secretary of State)
Leading Edge Real Estate, LLC

② **LLC File No.** (issued by CA Secretary of State)
201511910148

Tax Liability (The following statement should not be altered. For information about final tax returns, go to <https://www.ftb.ca.gov> or call the California Franchise Tax Board at (800) 852-5711 (from within the U.S.) or (916) 845-6500 (from outside the U.S.).)

③ All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.

Dissolution (California LLCs ONLY: Check the box if the vote to dissolve was made by the vote of all the members.)

④ The dissolution was made by the vote of all of the members.

Additional Information (If any, list any other information the persons filing this form determine to include.)

⑤ _____

Cancellation (The following statement should not be altered.)

⑥ Upon the effective date of this Certificate of Cancellation, this LLC's Articles of Organization (CA LLCs) or Certificate of Registration (registered foreign LLCs) will be cancelled and its powers, rights and privileges will cease in California.

Read and sign below: For California LLCs: This form must be signed by a majority of the managers, unless the LLC has had no members for 90 consecutive days, in which case the form must be signed by the person(s) authorized to wind up the LLC's affairs. For registered foreign LLCs: This form must be signed by a person authorized to so do under the laws of the foreign jurisdiction. If the signing person is a trust or another entity, go to www.sos.ca.gov/business-programs/business-entities/filing-tips for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this document.

Michael Sherlock
Sign here
[Signature]
Sign here

Michael Sherlock
Print your name here
Bradford Harcourt
Print your name here

Manager
Your business title
Manager
Your business title

Make check/money order payable to: **Secretary of State**

To get a copy of the filed document, include a separate request and payment for copy fees when the document is submitted. Copy fees are \$1 for the first page and \$.50 for each additional page. For certified copies, there is an additional \$5 certification fee, per copy.

By Mail
Secretary of State
Business Entities, P.O. Box 944228
Sacramento, CA 94244-2280

Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814

Waiver of Civil Code Section 1542. The foregoing general release shall remain effective even in the event of, and notwithstanding, the future discovery of facts which are now unknown or unanticipated, and are given notwithstanding California Civil Code section 1542, **THE PROTECTIONS OF WHICH ARE HEREBY WAIVED** by the Parties, but the language of which is nevertheless set forth below:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Interpretation. This Agreement shall be interpreted under California law and shall be construed as if all Parties contributed equally to its preparation.

Successors and Assigns. This Agreement, including but not limited to the release provisions set forth above, shall be binding upon, shall inure to the benefit of, the respective successors and assigns of the Parties.

Integration; No Oral Modification. This Agreement represents the complete and final agreement of the Parties as to the subject matter herein, and supersedes and merges any and all prior and contemporaneous negotiations, promises, and agreements. This Agreement may not be modified or amended orally, but may only be modified by a writing signed by both Parties.

Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

DRIVE MARKETING

By: Dan Kerr
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba
B.S. ENTERPRISES, INC., a California
corporation)

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

K1-5
0

Waiver of Civil Code Section 1542. The foregoing general release shall remain effective even in the event of, and notwithstanding, the future discovery of facts which are now unknown or unanticipated, and are given notwithstanding California Civil Code section 1542, THE PROTECTIONS OF WHICH ARE HEREBY WAIVED by the Parties, but the language of which is nevertheless set forth below:

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

SLIDE DISTRIBUTION

By: 
MICHAEL D. SHERLOCK

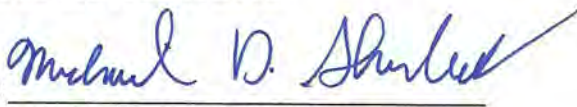
By: 
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba
B.S. ENTERPRISES, INC., a California
corporation)

By: 
MICHAEL D. SHERLOCK



DREGS SKATEBOARDS

By: 
MICHAEL D. SHERLOCK

Waiver of Civil Code Section 1542. The foregoing general release shall remain effective even in the event of, and notwithstanding, the future discovery of facts which are now unknown or unanticipated, and are given notwithstanding California Civil Code section 1542, THE PROTECTIONS OF WHICH ARE HEREBY WAIVED by the Parties, but the language of which is nevertheless set forth below:

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

PRECISION SPORTS, INC

By: *[Signature]*
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba
B.S. ENTERPRISES, INC., a California
corporation)

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

K1-14
0

Waiver of Civil Code Section 1542. The foregoing general release shall remain effective even in the event of, and notwithstanding, the future discovery of facts which are now unknown or unanticipated, and are given notwithstanding California Civil Code section 1542, THE PROTECTIONS OF WHICH ARE HEREBY WAIVED by the Parties, but the language of which is nevertheless set forth below:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Interpretation. This Agreement shall be interpreted under California law and shall be construed as if all Parties contributed equally to its preparation.

Successors and Assigns. This Agreement, including but not limited to the release provisions set forth above, shall be binding upon, shall inure to the benefit of, the respective successors and assigns of the Parties.


Integration; No Oral Modification. This Agreement represents the complete and final agreement of the Parties as to the subject matter herein, and supersedes and merges any and all prior and contemporaneous negotiations, promises, and agreements. This Agreement may not be modified or amended orally, but may only be modified by a writing signed by both Parties.

Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: 
MICHAEL D. SHERLOCK

SONOMA DESIGN APPAREL

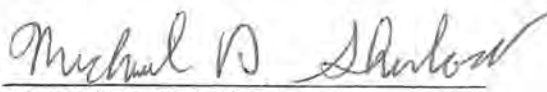
By: 
EDWARD D. BINASCIA
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba
B.S. ENTERPRISES, INC., a California
corporation)

By: 
MICHAEL D. SHERLOCK



DREGS SKATEBOARDS

By: 
MICHAEL D. SHERLOCK

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MICHAEL D. SHERLOCK, individually

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

TUM YETO, INC.

By: Tara Winter
Tara Winter - Controller
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba
B.S. ENTERPRISES, INC., a California
corporation)

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

KI-16
0

beginning of time to the date of this Agreement, which CREDITOR has or might have against DEBTOR.

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MICHAEL D. SHERLOCK, individually

CHARLES WATSON

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

By: *[Signature]*
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

KI-7
of 10

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MICHAEL D. SHERLOCK, individually

H STREET

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

By: *[Signature]*
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba
B.S. ENTERPRISES, INC., a California
corporation)

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

K1-17
/0

DREGS SKATEBOARDS

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

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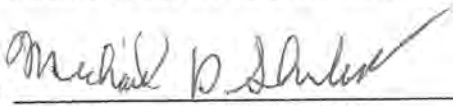
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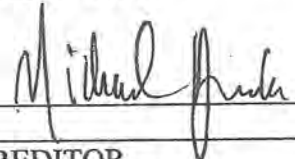
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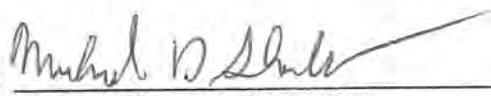
MICHAEL D. SHERLOCK, individually

By: 
MICHAEL D. SHERLOCK

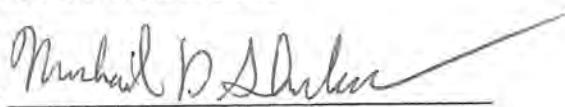
CONCRETE WAVE

By: 
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba
B.S. ENTERPRISES, INC., a California
corporation)

By: 
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: 
MICHAEL D. SHERLOCK



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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

WATSON LAMINATES

By: *[Signature]*
Controller
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: *Michael D. Sherlock*
MICHAEL D. SHERLOCK

KI-19
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Waiver of Civil Code Section 1542. The foregoing general release shall remain effective even in the event of, and notwithstanding, the future discovery of facts which are now unknown or unanticipated, and are given notwithstanding California Civil Code section 1542, THE PROTECTIONS OF WHICH ARE HEREBY WAIVED by the Parties, but the language of which is nevertheless set forth below:

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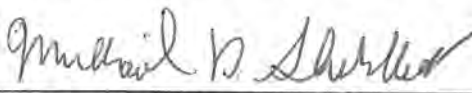
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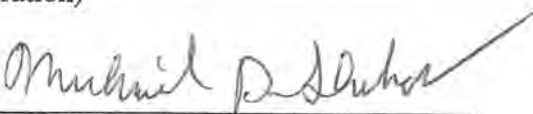
MICHAEL D. SHERLOCK, individually

OSIRIS

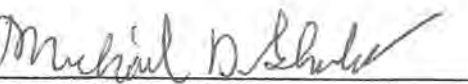
By: 
MICHAEL D. SHERLOCK

By: Melissa Morrow AIR
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba
B.S. ENTERPRISES, INC., a California
corporation)

By: 
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: 
MICHAEL D. SHERLOCK

KI-21
0

Project Title: 8863 BARBOA STE E MMLL

Project No. (For City Use Only)

Part II - To be completed when property is held by a corporation or partnership

Legal Status (please check):

Corporation (Limited Liability or- General) What State? CA Corporate Identification No. 8667892
Partnership CALIFORNIA CONSUMER COOPERATIVE

By signing the Ownership Disclosure Statement, the owner(s) acknowledge that an application for a permit, map or other matter, as identified above, will be filed with the City of San Diego on the subject property with the intent to record an encumbrance against the property.. Please list below the names, titles and addresses of all persons who have an interest in the property, recorded or otherwise, and state the type of property interest (e.g., tenants who will benefit from the permit, all corporate officers, and all partners in a partnership who own the property). A signature is required of at least one of the corporate officers or partners who own the property. Attach additional pages if needed. Note: The applicant is responsible for notifying the Project Manager of any changes in ownership during the time the application is being processed or considered. Changes in ownership are to be given to the Project Manager at least thirty days prior to any public hearing on the subject property. Failure to provide accurate and current ownership information could result in a delay in the hearing process. Additional pages attached Yes No

Corporate/Partnership Name (type or print): UNITED PATIENTS CONSUMER COOP.

Owner Tenant/Lessee

Street Address: 5666 LA JOLLA BLVD. # 15

City/State/Zip: SAN DIEGO, CA 92037

Phone No: (619) 851-5403 Fax No:

Name of Corporate Officer/Partner (type or print): MICHAEL D. SIDELWICK

Title (type or print): AUTHORIZED SIGNER/PARTNER

Signature: Michael D. Sidelwick Date: 4/23/14

Corporate/Partnership Name (type or print):

Owner Tenant/Lessee

Street Address:

City/State/Zip:

Phone No: Fax No:

Name of Corporate Officer/Partner (type or print):

Title (type or print):

Signature: Date:

Corporate/Partnership Name (type or print):

Owner Tenant/Lessee

Street Address:

City/State/Zip:

Phone No: Fax No:

Name of Corporate Officer/Partner (type or print):

Title (type or print):

Signature: Date:

Corporate/Partnership Name (type or print):

Owner Tenant/Lessee

Street Address:

City/State/Zip:

Phone No: Fax No:

Name of Corporate Officer/Partner (type or print):

Title (type or print):

Signature: Date:

Corporate/Partnership Name (type or print):

Owner Tenant/Lessee

Street Address:

City/State/Zip:

Phone No: Fax No:

Name of Corporate Officer/Partner (type or print):

Title (type or print):

Signature: Date:

Corporate/Partnership Name (type or print):

Owner Tenant/Lessee

Street Address:

City/State/Zip:

Phone No: Fax No:

Name of Corporate Officer/Partner (type or print):

Title (type or print):

Signature: Date:

K1-1

3667892

8

FILED
Secretary of State
State of California

APR 22 2014

1 CC

**ARTICLES OF INCORPORATION OF
UNITED PATIENTS CONSUMER COOPERATIVE**

ARTICLE 1. The name of the Corporation is the UNITED PATIENTS CONSUMER COOPERATIVE.

ARTICLE 2. This Corporation is a cooperative corporation organized under the California Consumer Cooperative Corporation Law. The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

ARTICLE 3. The name and address in the State of California of this Corporations' initial agent for service of process is David J. Eichorn, 5666 La Jolla Blvd., Suite 15, La Jolla, CA 92037.

The initial street and mailing address of this Corporation is 8863 Balboa Ave., Suite E, San Diego, CA 92123.

ARTICLE 4. The voting rights of each member of the Corporation are equal, and each member is entitled to vote. The proprietary interests of each member of the Corporation are unequal, and the rules by which the proprietary interests are determined shall be prescribed in the Bylaws of the Corporation.


INCORPORATOR


INCORPORATOR

K1-2
C

IRS e-file Signature Authorization for Form 1120S

► Do not send to the IRS. Keep for your records.
► Information about Form 8879-S and its instructions is at www.irs.gov/form8879s.

2013

Department of the Treasury
Internal Revenue Service

For calendar year 2013, or tax year beginning _____, 2013, ending _____.

Name of corporation

Employer identification number

BIKER SHERLOCK ENTERPRISES, INC.

51-0397136

Part I Tax Return Information (Whole dollars only)

1	Gross receipts or sales less returns and allowances (Form 1120S, line 1c)	1	
2	Gross profit (Form 1120S, line 3)	2	
3	Ordinary business income (loss) (Form 1120S, line 21)	3	-5,00
4	Net rental real estate income (loss) (Form 1120S, Schedule K, line 2)	4	
5	Income (loss) reconciliation (Form 1120S, Schedule K, line 18)	5	-5,00

Part II Declaration and Signature Authorization of Officer (Be sure to get a copy of the corporation's return)

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's 2013 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement date). I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize EXACTAX BUSINESS SOLUTIONS to enter my PIN 10023 as my signature on the corporation's 2013 electronically filed income tax return.
ERO firm name do not enter all zeros

As an officer of the corporation, I will enter my PIN as my signature on the corporation's 2013 electronically filed income tax return.

Officer's signature ► Michael P. Shultz Date ► Sept 15 Title ► PRESIDENT

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN 33975513970
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2013 electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub 3112**, IRS e-file Application and Participation, and **Pub 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ► SABRINA HARVEY Date ► _____

**ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So**

K1-3
C

- b Returns and allowances **1 b**
- c Balance. Subtract line 1b from line 1a.....
- 2 Cost of goods sold (attach Form 1125-A).....
- 3 Gross profit. Subtract line 2 from line 1c.....
- 4 Net gain (loss) from Form 4797, line 17 (attach Form 4797).....
- 5 Other income (loss) (see instrs — att statement).....
- 6 **Total income (loss).** Add lines 3 through 5.....
- 7 Compensation of officers (see instructions - attach Form 1125-E).....
- 8 Salaries and wages (less employment credits).....
- 9 Repairs and maintenance.....
- 10 Bad debts.....
- 11 Rents.....
- 12 Taxes and licenses.....
- 13 Interest.....
- 14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562).....
- 15 Depletion (**Do not deduct oil and gas depletion.**).....
- 16 Advertising.....
- 17 Pension, profit-sharing, etc, plans.....
- 18 Employee benefit programs.....
- 19 Other deductions (attach statement)..... **SEE STATEMENT**
- 20 **Total deductions.** Add lines 7 through 19.....
- 21 **Ordinary business income (loss).** Subtract line 20 from line 6.....

K1-4
C

22a Excess net passive income or LIFO recapture tax (see instructions).....	22a	
b Tax from Schedule D (Form 1120S).....	22b	
c Add lines 22a and 22b (see instructions for additional taxes).....		
23a 2013 estimated tax payments and 2012 overpayment credited to 2013.....	23a	
b Tax deposited with Form 7004.....	23b	
c Credit for federal tax paid on fuels (attach Form 4136).....	23c	
d Add lines 23a through 23c.....		
24 Estimated tax penalty (see instructions). Check if Form 2220 is attached.....		
25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed.....		
26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid.....		
27 Enter amount from line 26 Credited to 2014 estimated tax ▶		Ref

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

	Sept 15	PRESIDENT
Signature of officer	Date	Title

Print/Type preparer's name SABRINA HARVEY	Preparer's signature SABRINA HARVEY	Date 9/15/14
Firm's name ▶ EXACTAX BUSINESS SOLUTIONS		
Firm's address ▶ 16052 BEACH BLVD, SUITE 166 HUNTINGTON BEACH, CA 92647		

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

DRIVE MARKETING

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

By: Don Kerr
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba
B.S. ENTERPRISES, INC., a California
corporation)

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

KI-5
C

DREGS SKATEBOARDS

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

SLIDE DISTRIBUTION

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

By: James Cal
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba
B.S. ENTERPRISES, INC., a California
corporation)

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

K1-6
C

DREGS SKATEBOARDS

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

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Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

CHARLES WATSON

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

By: [Signature]
CREDITOR

BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation)

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

DREGS SKATEBOARDS

By: Michael D. Sherlock
MICHAEL D. SHERLOCK

R1-7
E

18. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

19. **Assignment.** Adrenalina shall be permitted to assign its rights and obligations under this Agreement without the express written consent of MDS

20. **Pronouns.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of pronouns or nouns shall include the plural and vice versa.

21. **Joint Drafting Responsibility.** This Agreement is the result of the joint efforts and negotiations of the parties hereto, with each party being represented or having the opportunity to be represented by legal counsel of its own choice. No single party is the author or drafter of this Agreement or any of the provisions of it. Each of the parties assumes joint responsibility for the form and composition of all of the contents of this Agreement and each party agrees that this Agreement shall be interpreted as though each of the parties participated equally in the composition of it and each and every provision and part of it. The parties agree that the rule of judicial interpretation to the effect that any ambiguity or uncertainty contained in an agreement is to be construed against the party who drafted the Agreement shall not be applied in the event of any disagreement of dispute arising out of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESSES

ADRENALINA, INC.

MDS PRODUCTION, INC.

Michael D. Shuff

[Handwritten signature]

K1-8
C



**State of California
Secretary of State**

N

KI-9
C

Statement of Information

97 DV

(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: \$20.00. If this is an amendment, see instructions.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California
JUL 23 2014

1. CORPORATE NAME

UNITED PATIENTS CONSUMER COOPERATIVE

2. CALIFORNIA CORPORATE NUMBER

3667892

21/20/14

This Space for Filing Use Only

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY

8863 Balboa Ave., Suite E

CITY
San Diego

STATE ZIP CODE
CA 92123

4. MAILING ADDRESS OF THE CORPORATION

8863 Balboa Ave., Suite E

CITY
San Diego

STATE ZIP CODE
CA 92123

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Michael D. Sherlock	5666 La Jolla Blvd., Suite 15	La Jolla	CA	92037
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Shannon Snyder	8863 Balboa Ave. Suite E	San Diego	CA	92123
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Richard P. Melograno	8863 Balboa Ave., Suite E	San Diego	CA	92123

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS

Michael D. Sherlock

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

5666 La Jolla Blvd., Suite 15

CITY
La Jolla

STATE ZIP CODE
CA 92037

Common Interest Developments

10. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 5500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 8760(a). Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

7/21/14
DATE

Michael D. Sherlock

TYPE/PRINT NAME OF PERSON COMPLETING FORM

Pres.

TITLE

Michael D. Sherlock
SIGNATURE

DATA	DIEGO CA 92109		UU	<input type="checkbox"/> DEATH <input type="checkbox"/> D
	8A. USUAL OCCUPATION BUSINESS OWNER		8B. USUAL KIND OF BUSINESS OR INDUSTRY SKATEBOARDS	
	10A. FULL NAME OF FATHER MICHAEL JOHN SHERLOCK		10B. STATE OF BIRTH NJ	11A. FULL NAME OF MOTHER ANNA DE
BRIDE PERSONAL DATA	12A. NAME OF BRIDE--FIRST (GIVEN) AMY		12B. MIDDLE JO	12C. CURRENT LAST (FAMILY) KENTNER
	14A. RESIDENCE--STREET AND NUMBER 5163 FOOTHILL BLVD		14B. CITY SAN DIEGO	14C. ZIP CODE 92109
	16. MAILING ADDRESS-- IF DIFFERENT 5163 FOOTHILL BLVD SAN DIEGO CA 92109		17. NUMBER OF PREVIOUS MARRIAGES 00	18A. LAST MARRIAGE <input type="checkbox"/> DEATH <input type="checkbox"/> D
	19A. USUAL OCCUPATION EVENT COORDINATOR		19B. USUAL KIND OF BUSINESS OR INDUSTRY SKATEBOARD EVENTS	
of 2	21A. FULL NAME OF FATHER GEORGE KENTNER		21B. STATE OF BIRTH CA	22A. FULL NAME OF MOTHER JANICE

FIDAVIT

WE, THE UNDERSIGNED, AN UNMARRIED MAN AND UNMARRIED WOMAN, STATE THAT THE FOREGOING INFORMATION IS TRUE TO THE BEST OF OUR BELIEF, THAT NO LEGAL OBJECTION TO THE MARRIAGE NOR TO THE ISSUANCE OF A LICENSE IS KNOWN TO US.

23. SIGNATURE OF GROOM
Michael Sherlock

24. SIGNATURE OF BRIDE
Amy Kentner

LICENSE TO MARRY

AUTHORIZATION AND LICENSE IS HEREBY GIVEN TO ANY PERSON DULY AUTHORIZED BY THE LAWS OF THE STATE OF CALIFORNIA TO SOLEMNIZE THE MARRIAGE OF THE ABOVE NAMED PERSONS. REQUIRED CONSENT OF BOTH PARTIES IS HEREBY GIVEN.

25A. ISSUE DATE MONTH, DAY, YEAR 10/02/2000	25B. LICENSE EXPIRES AFTER MONTH, DAY, YEAR 12/31/2000	25C. LICENSE NUMBER 4200037 018
		25E. NAME OF COUNTY GREGORY J SMITH

WITNESSES (ES) REQUIRED

26A. SIGNATURE OF WITNESS Telly Lake	26B. ADDRESS--STREET AND NUMBER 16429 Pinado Way
27A. SIGNATURE OF WITNESS Robert S. Samuel	27B. ADDRESS--STREET AND NUMBER 4862 Lambert St

OFFICIAL CERTIFICATION OF PERSON SOLEMNIZING MARRIAGE

28. I HEREBY CERTIFY THAT THE ABOVE-NAMED BRIDE AND GROOM WERE JOINED BY ME IN MARRIAGE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA

ON October-10 7 2000
MONTH DAY YEAR

AT La Jolla, San Diego CALIFORNIA
CITY OR TOWN COUNTY

29A. SIGNATURE OF OFFICIAL
[Signature]

29C. NAME OF OFFICIAL (TYPE OR PRINT)
CANDICE

29E. MAILING ADDRESS
46700

LOCAL REGISTRAR OF MARRIAGES (COUNTY RECORDER)

30A. SIGNATURE OF LOCAL REGISTRAR
GREGORY J. SMITH, Recorder/County Clerk

30B. SIGNATURE OF DEPUTY (IF APPLICABLE)
BY [Signature]

CERTIFICATE OF LIVE BIRTH
STATE OF CALIFORNIA
USE BLACK INK ONLY

NUMBER		1B. MIDDLE DE CARLO	1C. LAST SHERI
3A. THIS BIRTH, SINGLE, TWIN, ETC. SINGLE		3B. IF MULTIPLE, THIS CHILD 1ST, 2ND, ETC. -	4A. DATE OF BIRTH 03/14
5A. HOSPITAL OR FACILITY BIRCH HOSPITAL		5B. STREET ADDRESS - STREET AND NUMBER, OR LOCATION 3003 HEALTH CENTER DR	
		5D. COUNTY SAN DIEGO	
FIRST	6B. MIDDLE DE CARLO	6C. LAST SHERLOCK	
FIRST	9B. MIDDLE JO	9C. LAST - BIRTH NAME KENTNER	
11. STATE AND COUNTY OF BIRTH	12A. PARENT OR OTHER INFORMANT - SIGNATURE <i>Mikhail DeCarlo Sherlock</i>		
12. PLACE OF BIRTH	13A. ATTENDANT/CERTIFIER - SIGNATURE AND DEGREE OR TITLE <i>Judith Hooper Reed</i>		
14. HOME ADDRESS OF ATTENDANT 4060 FOURTH AVE. #510 SAN DIEGO			
15B. STATE FILE NO. - STATE USE ONLY		16. LOCAL REGISTRAR - SIGNATURE WILMA J. WOOTEN, MD	

K1-11
C

BIKER STREET



PROOD DADO
RMC

K1-12
CC

BIKER

SHERLOCK

Graffiti

Biker Sherlock

AUTHENTIC AUTOGRAPH

*Richard
Sherlock*

FLIEER
BIKER
SHERLOCK
SAN DIEGO, CA
Adventure



*K1-13
9/9*

SWGDOC Standard Terminology for Expressing Conclusions of Forensic Document Examiners

1. Scope

1.1 This terminology is intended to assist forensic document examiners in expressing conclusions or opinions based on their examinations.

1.2 The terms in this terminology are based on the report of a committee of the Questioned Document Section of the American Academy of Forensic Science that was adopted as the recommended guidelines in reports and testimony by the Questioned Document Section of the American Academy of Forensic Science and the American Board of Forensic Document Examiners.¹

2. Referenced Documents

2.1 Standards

SWGDOC Standard for Scope of Work of Forensic Document Examiners

3. Significance and Use

3.1 Document examiners begin examinations from a point of neutrality. There are an infinite number of gradations of opinion toward an identification or toward an elimination. It is in those cases wherein the opinion is less than definite that careful attention is especially needed in the choice of language used to convey the weight of the evidence.

3.2 Common sense dictates that we must limit the terminology we use in expressing our degrees of confidence in the evidence to terms that are readily understandable to those who use our services (including investigators, attorneys, judges, and jury members), as well as to other document examiners. The expressions used to differentiate the gradations of opinions should not be considered as strongly defined “categories”. These expressions should be guidelines without sharply defined boundaries.

3.3 When a forensic document examiner chooses to use one of the terms defined below, the listener or reader can assume that this is what the examiner intended the term to mean. To avoid the possibility of misinterpretation of a term where the expert is not present to explain the guidelines in this standard, the appropriate definition(s) could be quoted in or appended to reports.

3.4 The examples are given both in the first person and in third person since both methods of reporting are used by document examiners and since both forms meet the main purpose of the standard, that is, to suggest terminology that is readily understandable. These examples should not be regarded as the only ways to utilize probability statements in reports and testimony. In following any guidelines, the examiner should always bear in mind that sometimes the examination will lead into paths that cannot be anticipated and that no guidelines can cover exactly.

3.5 Although the material that follows deals with handwriting, forensic document examiners may apply this terminology to other examinations within the scope of their work, as described in SWGDOC Standard for Scope of Work of Forensic Document Examiners, and it may be used by forensic examiners in other areas, as appropriate.

3.6 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

4. Terminology

4.1 Recommended Terms:

identification (definite conclusion of identity)—this is the highest degree of confidence expressed by document examiners in handwriting comparisons. The examiner has no reservations whatever, and although prohibited from using the word “fact,” the examiner is certain, based on evidence contained in the handwriting, that the writer of the known material actually wrote the writing in question.

Examples—It has been concluded that John Doe wrote the questioned material, or it is my opinion [or conclusion] that John Doe of the known material wrote the questioned material.

strong probability (highly probable, very probable)—the evidence is very persuasive, yet some critical feature or quality is missing so that an *identification* is not in order; however, the examiner is virtually certain that the questioned and known writings were written by the same individual.

Examples—There is *strong probability* that the John Doe of the known material wrote the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material *very probably* wrote the questioned material.

DISCUSSION—Some examiners doubt the desirability of differentiating between strong probability and probable, and certainly they may eliminate this terminology. But those examiners who are trying to encompass the entire “gray scale” of degrees of confidence may wish to use this or a similar term.

¹ McAlexander T.V., Beck, J., and Dick, R., “The Standardization of Handwriting Opinion Terminology,” *Journal of Forensic Science*, Vol 36, No. 2, March 1991, pp. 311–319.

probable—the evidence contained in the handwriting points rather strongly toward the questioned and known writings having been written by the same individual; however, it falls short of the “virtually certain” degree of confidence.

Examples—It has been concluded that the John Doe of the known material probably wrote the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material *probably* wrote the questioned material.

indications (evidence to suggest)—a body of writing has few features which are of significance for handwriting comparison purposes, but those features are in agreement with another body of writing.

Examples—There is evidence which *indicates* (or *suggests*) that the John Doe of the known material may have written the questioned material but the evidence falls far short of that necessary to support a definite conclusion.

DISCUSSION—This is a very weak opinion, and a report may be misinterpreted to be an identification by some readers if the report simply states, “The evidence *indicates* that the John Doe of the known material wrote the questioned material.” There should always be additional limiting words or phrases (such as “may have” or “but the evidence is far from conclusive”) when this opinion is reported, to ensure that the reader understands that the opinion is weak. Some examiners doubt the desirability of reporting an opinion this vague, and certainly they cannot be criticized if they eliminate this terminology. But those examiners who are trying to encompass the entire “gray scale” of degrees of confidence may wish to use this or a similar term.

no conclusion (totally inconclusive, indeterminable)—This is the zero point of the confidence scale. It is used when there are significantly limiting factors, such as disguise in the questioned and/or known writing or a lack of comparable writing, and the examiner does not have even a leaning one way or another. *Examples*—*No conclusion* could be reached as to whether or not the John Doe of the known material wrote the questioned material, or I could not determine whether or not the John Doe of the known material wrote the questioned material.

indications did not—this carries the same weight as the indications term that is, it is a very weak opinion.

Examples—There is very little significant evidence present in the comparable portions of the questioned and known writings, but that evidence suggests that the John Doe of the known material did not write the questioned material, or I found indications that the John Doe of the known material did *not* write the questioned material but the evidence is far from conclusive.

See Discussion after indications.

probably did not—the evidence points rather strongly against the questioned and known writings having been written by the same individual, but, as in the probable range above, the evidence is not quite up to the “virtually certain” range.

Examples—It has been concluded that the John Doe of the known material probably did not write the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material probably did not write the questioned material.

DISCUSSION—Some examiners prefer to state this opinion: “It is unlikely that the John Doe of the known material wrote the questioned material.” There is no strong objection to this, as “unlikely” is merely the Anglo-Saxon equivalent of “improbable”.

strong probability did not—this carries the same weight as strong probability on the identification side of the scale; that is, the examiner is virtually certain that the questioned and known writings were not written by the same individual.

Examples—There is strong probability that the John Doe of the known material did not write the questioned material, or in my opinion (or conclusion or determination) it is highly probable that the John Doe of the known material did not write the questioned material.

DISCUSSION—Certainly those examiners who choose to use “unlikely” in place of “probably did not” may wish to use “highly unlikely” here.

elimination—this, like the *definite conclusion of identity*, is the highest degree of confidence expressed by the document examiner in handwriting comparisons. By using this expression the examiner denotes no doubt in his opinion that the questioned and known writings were not written by the same individual.

Examples—It has been concluded that the John Doe of the known material did not write the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material did not write the questioned material.

DISCUSSION—This is often a very difficult determination to make in handwriting examinations, especially when only requested exemplars are available, and extreme care should be used in arriving at this conclusion.

4.1.1 When the opinion is less than definite, there is usually a necessity for additional comments, consisting of such things as reasons for qualification (if the available evidence allows that determination), suggestions for remedies (if any are known), and any other comments that will shed more light on the report. The report should stand alone with no extra explanations necessary.

4.2 *Deprecated and Discouraged Expressions:*

4.2.1 Several expressions occasionally used by document examiners are troublesome because they may be misinterpreted to imply bias, lack of clarity, or fallaciousness and their use is deprecated. Some of the terms are so

blatantly inane (such as “make/no make”) that they will not be discussed. The use of others is discouraged because they are incomplete or misused. These expressions include:

possible/could have—these terms have no place in expert opinions on handwriting because the examiner’s task is to decide to what degree of certainty it can be said that a handwriting sample is by a specific person. If the evidence is so limited or unclear that no definite or qualified opinion can be expressed, then the proper answer is *no conclusion*. To say that the suspect “could have written the material in question” says nothing about probability and is therefore meaningless to the reader or to the court. The examiner should be clear on the different meanings of “possible” and “probable,” although they are often used interchangeably in everyday speech.

consistent with—there are times when this expression is perfectly appropriate, such as when “evidence consistent with disguise is present” or “evidence consistent with a simulation or tracing is present, but “the known writing is consistent with the questioned writing” has no intelligible meaning.

could not be identified/cannot identify—these terms are objectionable not only because they are ambiguous but also because they are biased; they imply that the examiner’s task is only to identify the suspect, not to decide whether or not the suspect is the writer. If one of these terms is used, it should always be followed by “or eliminate[d]”.

similarities were noted/differences as well as similarities— these expressions are meaningless without an explanation as to the extent and significance of the similarities or differences between the known and questioned material. These terms should never be substituted for gradations of opinions.

cannot be associated/cannot be connected—these terms are too vague and may be interpreted as reflecting bias as they have no counterpart suggesting that the writer cannot be eliminated either.

no identification—this expression could be understood to mean anything from a strong probability that the suspect wrote the questioned writing; to a complete elimination. It is not only confusing but also grammatically incorrect when used informally in sentences such as. “I no identified the writer” or “I made a no ident in this case.”

inconclusive—this is commonly used synonymously with no conclusion when the examiner is at the zero point on the scale of confidence. A potential problem is that some people understand this term to mean something short of definite (or conclusive), that is, any degree of probability, and the examiner should be aware of this ambiguity.

positive identification—This phrase is inappropriate because it seems to suggest that some identifications are more positive than others.

[strong] reason to believe—there are too many definitions of *believe* and *belief* that lack certitude. It is more appropriate to testify to our conclusion (or determination or expert opinion) than to our belief, so why use that term in a report?

qualified identification—An *identification* is not qualified. However, opinions may be qualified when the evidence falls short of an *identification* or *elimination*.

Levels of Confidence
Their Interpretations as used by the Forensic Document Examiner

	Item #	Document Examiners' Conclusions	AFS Interpretation	Explanation
Identification	1	IDENTIFICATION	"Beyond a Reasonable Doubt"	The Known Writer Wrote the Questioned Writing. Examiner has NO RESERVATIONS.
	2	Highly Probable	"Clear and Convincing Evidence"	Virtually Certain - However, some critical feature(s) is missing for an ID.
	3	Probable	"More Likely Than Not" or "Preponderance of the Evidence"	Comparative Evidence with Unexplainable Differences. It is "likely" that the known writer wrote the questioned handwriting.
	4	Indications or Suggestions	Significantly lower than "Preponderance of the Evidence" Standard	Weak "leaning" - Productivity Limited by Quality and/or Quantity of Comparable Evidence. Writing has few features which are significant for comparison purposes, but those features are in agreement with questioned writing. The evidence is FAR FROM CONCLUSIVE.
	5	No Conclusion	Inconclusive	Evidence has Limited and/or Non-Existing Comparative/Probative Value.
Elimination	6	Indications or Suggestions	Significantly lower than "Preponderance of the Evidence" Standard	Weak "leaning" - Productivity Limited by Quality and/or Quantity of Comparable Evidence. Writing may have few features which are significant for comparison purposes, but those features tend to negate the writer's responsibility. The evidence is FAR FROM CONCLUSIVE.
	7	Probable	"More Likely Than Not" or "Preponderance of the Evidence"	Comparative Evidence with Significant Differences. It is "unlikely" that the known writer wrote the questioned handwriting.
	8	Highly Probable	"Clear and Convincing Evidence"	Virtually Certain - However, some critical feature(s) is missing for an Elimination.
	9	ELIMINATION	"Beyond a Reasonable Doubt"	The Known Writer DID NOT Write the Questioned Writing. The Examiner has NO RESERVATIONS.

Reference: SWGDOC.org – Scientific Working Group for Document Examiners

Exhibit E