

1 THE RESTIS LAW FIRM, P.C.  
2 William R. Restis, Esq. (SBN 246823)  
3 402 West Broadway, Suite 1520  
4 San Diego, California 92101  
5 +1.619.270.8383  
6 +1.619.752.1552  
7 william@restislaw.com

8 *Attorneys for Plaintiff and the Proposed Settlement Class*

9 [Additional Counsel Listed On Signature Page]

10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN DIEGO**

12 **KARL BECK**, individually and on behalf of all  
13 other similarly situated California residents,

14 Plaintiff,

15 v.

16 **POINT LOMA PATIENTS CONSUMER**  
17 **COOPERATIVE CORPORATION**, A  
18 California Corporation, **ADAM KNOPF**, an  
19 Individual, **JUSTUS H. HENKES IV**, an  
20 Individual, **419 CONSULTING INC.**, a  
21 California Corporation, **GOLDEN STATE**  
22 **GREENS LLC**, a California LLC, **FAR WEST**  
23 **MANAGEMENT, LLC**, a California LLC,  
24 **FAR WEST OPERATING, LLC**, a California  
25 LLC, **FAR WEST STAFFING, LLC**, a  
26 California LLC, and **DOES 1-50**,

27 Defendants.

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**12/05/2018** at 03:55:00 PM

Clerk of the Superior Court  
By Tamara Parra, Deputy Clerk

Case No: 37-2017-00037524-CU-BT-CTL

**CLASS ACTION**

**DECLARATION OF WILLIAM R. RESTIS  
IN SUPPORT OF PLAINTIFF'S MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: January 4, 2019

Time: 9:00 a.m.

Judge: Hon. Joel R. Wohlfeil

Ctrl: C-73

1 I, William R. Restis, hereby declare as follows:

2 1. I am managing member of the law firm of THE RESTIS LAW FIRM, P.C. (“RLF”),  
3 counsel for Plaintiff and proposed Class Representative Karl Beck (“Plaintiff” or “Beck”), and the  
4 proposed Class Members in the above captioned case. I have personal knowledge of the matters set  
5 forth herein, based on my active participation in all material aspects of this litigation. If called upon,  
6 I could and would testify competently to the facts herein based upon my personal involvement in  
7 this case. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class  
8 Action Settlement filed concurrently herewith.

9 2. Plaintiff and proposed Class Representative Beck seeks preliminary approval of a  
10 class action settlement with defendants Point Loma Patients Consumer Cooperative Corporation (the  
11 “PLPCC”), 419 Consulting Inc., Golden State Greens LLC, Far West Management, LLC, Far West  
12 Operating, LLC, Far West Staffing, LLC, Adam Knopf and Justus Henkes, IV (collectively  
13 “Defendants”) that provides the same relief sought by Plaintiff’s class action Complaint (“SAC”).  
14 A true and correct copy of the Settlement Agreement is attached hereto as Exhibit “1”.

15 **A. Settlement Negotiations**

16 3. While the case was actively proceeding, the parties engaged in multiple rounds of  
17 settlement negotiations. On May 17, 2018, the parties engaged in mediation before Judge Pressman,  
18 formerly of the San Diego Superior Court. During the May 17<sup>th</sup> mediation, the parties discussed and  
19 agreed on a general structure for a proposed class settlement that formed the basis for the Settlement  
20 now proposed to the Court. After the parties generally agreed on the structure of a class settlement,  
21 they began to discuss the value of a common fund.

22 4. Defendants provided financial statements to Judge Pressman, which the Judge  
23 represented to me that he reviewed. Defendants communicated (through Judge Pressman)  
24 aggregated numbers from their financial statements for Plaintiff’s consideration during the May 17<sup>th</sup>  
25 mediation.

26 5. Judge Pressman represented to me that based on the documentation he had seen, and  
27 based on his understanding of *alter ego* principles, he believed proving unlawful profits would be  
28 extremely difficult. Based on Judge Pressman’s review of Defendants’ financial statements, he

1 recommended that Plaintiff accept a class settlement that was approximately 38% less than the  
2 current proposed Settlement. Despite these efforts, the parties were unable to resolve the litigation.

3 6. On July 30, 2018, the parties conducted a second mediation with Judge Pressman.  
4 During that mediation, based on the recommendation of Judge Pressman, the parties executed a  
5 settlement term sheet containing the major elements of the proposed Settlement. Although neither  
6 Plaintiff nor myself had yet viewed Defendants' financial statements, they had been disclosed to,  
7 and reviewed by Judge Pressman who recommended the Settlement (and communicated in part to  
8 me).

9 7. Accordingly, the Settlement terms were expressly conditioned on Plaintiff's ability  
10 to conduct confirmatory discovery to ensure that the Settlement terms are "fair, reasonable and  
11 adequate" as claimed by Defendants and Judge Pressman. The term sheet included a list of materials  
12 recommended and approved by Judge Pressman, that I could promptly review to either substantiate  
13 the claims made by Defendants during mediation, or withdraw from the Settlement.

14 8. After signing the settlement term sheet on July 30, 2018, I continued to negotiate for  
15 a full and complete review of Defendants' finances to verify the adequacy of the Settlement terms,  
16 and satisfy one of the goals of the litigation – an audit for the benefit of PLPCC members. After  
17 approximately two months of negotiation, Defendants agreed that I could have unrestricted access  
18 to Defendants' books and records, provided the materials were provided for "attorneys eyes only,"  
19 and provided that I not keep any copies of the materials reviewed.

20 9. Prior to signing Settlement Agreement, on September 24, 2018, I met with counsel  
21 for defendants Matthew Dart and Tamara Leetham, as well as defendant Henkes (telephonically) at  
22 the offices of Austin Legal Group. During this meeting, which lasted approximately four hours, I  
23 was provided unrestricted access to financial statements and information related to all Defendants.  
24 Mr. Henkes (the accountant for Defendants) answered each of my inquiries concerning the income,  
25 expenses, and balance sheet of the Defendants. Mr. Henkes' candid disclosure went far beyond what  
26 the parties agreed to (at the recommendation of Judge Pressman) at the July 30, 2018 mediation.

27 10. During the September 24<sup>th</sup> due diligence session, I reviewed both consolidated and  
28 deconstructed financial statements covering the entire Class Period. The information I reviewed

1 included the PLPCC's income statements, balance sheets, and cash flow statements. I also reviewed  
2 the sales reports generated from the PLPCC's 420soft point-of-sale software that was the subject of  
3 Plaintiff's June 28, 2018 subpoena. I compared the expenses from the PLPCC's profit and loss  
4 statements to the income of the other defendants, as well as expenses incurred by the other  
5 Defendants.

6 11. Based on this review, I learned that the Settlement's consideration (\$830,0000)  
7 represents approximately **57%** the total potentially recoverable funds (\$1,461,000) if Plaintiff were  
8 to successfully certify a class and prevail at trial. Defendants' income net of expenses represented  
9 less than 5% of the PLPCC's total gross revenue during the class period.

10 12. As a result of this due diligence review, I am well informed, and have concluded that  
11 the proposed Settlement is "fair, reasonable, and adequate."

12 13. Even after the parties reached a settlement in principal, the adversarial process  
13 continued through two months of negotiations concerning a final settlement agreement, and  
14 thereafter with continued adversarial negotiation of the finer points of the Settlement, as well as  
15 issues relating to Notice, and settlement administration. The parties executed the final Settlement  
16 Agreement on November 26, 2018.

17 **B. Attorneys' Fees and Litigation Expenses, and Incentive Award**

18 14. RLF undertook this action on a contingent-fee basis, assuming significant risk that  
19 the action would yield no recovery and leave RLF uncompensated. From the initial inspection and  
20 CLRA demand made on Defendants in July 2016, RLF has not been compensated for *any* time or  
21 expenses incurred.

22 15. I understood RLF was embarking on a complex and expensive litigation with no  
23 guarantee of ever being compensated for the investment of time and money this case would require.  
24 In undertaking the responsibility of representing the class, RLF was obliged to ensure that sufficient  
25 resources were dedicated to the prosecution of this litigation and that funds were available to  
26 compensate staff and to cover the considerable costs that a case such as this requires. With an average  
27 lag time of several years for class cases to conclude, the financial burden on contingent-fee counsel  
28 is *far* greater than on a firm that is paid on an ongoing basis. That is especially true in this case,

1 which has been ongoing for more than a year.

2 16. As such, RLF intends to request an award of attorneys' fees and reimbursement of  
3 litigation costs that does not exceed \$200,000.

4 17. At the Final Approval Hearing, RLF will ask the Court to award fees based upon the  
5 value of the benefits achieved in the proposed Settlement and will present time and expense  
6 declarations to allow for a cross-check under the lodestar/multiplier method. At the time of filing for  
7 preliminary approval, RLF's fee and cost lodestar exceeds \$350,000, giving RLF a current **lodestar**  
8 **multiplier of approximately 0.57**. Based on my past experience in class action litigation, I expect  
9 that RLF will incur at least another 20 hours of attorney and paralegal time, further reducing RLF's  
10 lodestar multiplier.

### 11 C. The Uncertainty of Continued Litigation Favors Settlement

12 18. Having reviewed the strengths and weaknesses of this litigation, I remain confident  
13 about the strength of Plaintiff's claims. Nonetheless, I recognize that Defendants have factual and  
14 legal defenses that, if successful, could potentially defeat or substantially impair the value of the  
15 lawsuit. For example, Plaintiff could potentially be unable to establish that he and other PLPCC  
16 patrons are cooperative "members" entitled to patronage distributions at all. *See* RoA # 20, at p.8  
17 (arguing that Plaintiff is a mere "associate member" under the PLPCC bylaws and is explicitly not  
18 entitled to patronage distributions) citing CAL. CORP. CODE § 12454 ("Nothing in this chapter  
19 prohibits additional restrictions ... patronage distributions, by provision in a corporation's articles or  
20 bylaws or agreement entered into by the corporation.") and CAL. CORP. CODE § 12420(a)  
21 ("...a corporation may issue memberships having different rights, privileges, preferences,  
22 restrictions, or conditions, as provided in its articles or bylaws.")

23 19. In addition, Plaintiff may not be able to "pierce the corporate veil" between the  
24 PLPCC and the other corporate defendants with which Plaintiff and other PLPCC patrons lack  
25 privity. *Id.*, at p 6 (arguing that Plaintiff cannot establish alter ego liability against defendants other  
26 than the PLPCC). And at the time of settlement, the Court had denied Plaintiff the detailed discovery  
27 necessary to conduct an independent audit of Defendants' finances, and prove Plaintiff's case. *See*  
28 RoA ## 158, 163 (denying Plaintiff's motions to compel inspection requests intended to reconstruct


1 Defendants' financial statements). Finally, although I am confident that this case is readily amenable  
2 to certification, class certification is always a major risk.

3 **D. Qualifications of Counsel**

4 20. I have extensive experience prosecuting and defending class action litigation. A true  
5 and correct copy of my legal *curriculum vitae* is attached hereto as Exhibit 2.

6 21. I declare under penalty of perjury under the laws of the State of California that the  
7 foregoing is true and correct.

8 Executed on December 5, 2018 in San Diego, California.

9 

10 \_\_\_\_\_  
William R. Restis

# EXHIBIT 1

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO**

KARL BECK, individually and on behalf  
of all other similarly situated California  
residents,

Plaintiff,

vs.

POINT LOMA PATIENTS CONSUMER  
COOPERATIVE CORPORATION, a  
California corporation, ADAM KNOPF, an  
individual, JUSTUS H. HENKES IV, an  
individual, 419 CONSULTING INC, a  
California corporation, GOLDEN STATE  
GREENS LLC, a California LLC, FAR  
WEST MANAGEMENT LLC, a  
California LLC, FAR WEST  
OPERATING, LLC, a California LLC,  
FAR WEST STAFFING LLC, a California  
LLC, and DOES 1-50;

Defendants.

---

**CASE NO. 37-2017-00037524-CU-BT-CTL**

**CLASS ACTION**

**STIPULATION AND AGREEMENT OF  
SETTLEMENT**



1 It is hereby stipulated and agreed by and between the undersigned Parties, subject to Court  
2 approval, that settlement of this action shall be effectuated pursuant to the terms and conditions  
3 set for in this Settlement Agreement.

4 **SECTION 1 – PREAMBLE**

5 1. WHEREAS Karl Beck (“Plaintiff”) is the named plaintiff in this action entitled  
6 *Karl Beck, individually and on behalf of all other similarly situated California residents, Plaintiff,*  
7 *v. Point Loma Patients Consumer Cooperative Corporation, a California corporation; Adam*  
8 *Knopf, an individual; Justus H. Henkes IV, an individual; 419 Consulting Inc., a California*  
9 *corporation; Golden State Greens LLC, a California LLC; Far West Management, LLC a*  
10 *California LLC; Far West Operating, LLC, a California, LLC; Far West Staffing, LLC, a*  
11 *California LLC; and DOES 1 through 50, inclusive, Defendants* (collectively all defendants  
12 referred to as “Defendants”), case number 37-2017-00037524-CU-BT-CTL, commenced on or  
13 about October 6, 2017 (the “Action”);

14 2. WHEREAS Plaintiff filed a Complaint for damages and restitution against all  
15 Defendants for (1) Production Of Records Pursuant To Corporations Code §§ 12603-12607; (2)  
16 Violation Of The Unfair Competition Law (“UCL”) (Business and Professions Code § 17200 et  
17 seq.); (3) Violation Of The Consumer Legal Remedies Act (“CLRA”) (Civil Code § 1770 et  
18 seq.); (4) Conversion; and (5) Unjust Enrichment.

19 3. WHEREAS Plaintiff alleges that as a member patron of defendant Point Loma  
20 Patients Consumer Cooperative, he was entitled to certain patron distributions which Defendants  
21 diverted for their own use and benefit in violation of the UCL, the CLRA, and California’s  
22 common law doctrine of conversion.

23 4. WHEREAS the Action seeks monetary and equitable remedies on behalf of  
24 Plaintiff and a class of similarly situated persons;

25 5. WHEREAS the Parties have negotiated this Settlement at arms-length with the  
26 assistance and oversight of Honorable Joel Pressman (Ret.), and have had a full and fair  
27 opportunity to evaluate the strengths and weaknesses of their respective positions;

28 6. WHEREAS Defendants deny the allegations of the Action, deny all allegations of

1 wrongdoing and of liability, and deny any causation of harm or damage to the Settlement Class;

2 7. WHEREAS Defendants nevertheless have concluded that, in light of the costs,  
3 risks and disruption of litigation, this Settlement is appropriate on the terms and conditions set  
4 forth herein;

5 8. WHEREAS Plaintiff believes that the claims asserted in the Action are  
6 meritorious;

7 9. WHEREAS, Plaintiff nevertheless has concluded that in light of the costs, delay  
8 and risks of litigation of the matters in dispute, the high value of the Settlement relative to the  
9 amount in controversy, and in the desire to provide relief to the Settlement Class sooner rather  
10 than later, this Settlement is fair, reasonable, adequate, and in the best interests of the Settlement  
11 Class;

12 10. WHEREAS the performance of any act referenced in this Settlement Agreement,  
13 or any other circumstance regarding the Parties' agreement to settle, shall not be considered an  
14 admission of liability or as an admission of any allegations made in any claim or litigation,  
15 including this Action; and

16 11. WHEREAS the Parties hereto agree that this Settlement Agreement shall not be  
17 deemed or construed to be an admission or evidence of any violation of any federal or state  
18 statute, rule or regulation, principle of common law or equity, or of any liability or wrongdoing  
19 whatsoever by Defendants, or of the truth of any of the class claims asserted in the Action, or  
20 elsewhere;

21 12. WHEREAS the Parties hereto agree that the certification of the Settlement Class  
22 shall have no bearing in deciding whether the claims asserted in the Action are or were  
23 appropriate for class treatment in the absence of settlement.

24 13. NOW THEREFORE, it is hereby stipulated and agreed that, in consideration of  
25 the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to  
26 approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice  
27 under the following terms and conditions:  
28

1 **SECTION 2 – DEFINITIONS**

2 As used in this Settlement Agreement and the related documents attached hereto as  
3 exhibits, the terms used therein shall have the meanings set forth below. The singular includes  
4 the plural and vice versa.

5 1. “Administrator” means the third-party agent or administrator retained by  
6 Defendants and approved by the Court to provide services in the administration of the Settlement,  
7 including providing Class Notice, and the processing of other documents or tasks as provided for  
8 in the Settlement or as otherwise agreed to by the parties and Administrator or ordered by the  
9 Court.

10 2. “Administration Costs” means the actual and direct costs reasonably charged by  
11 the Administrator for its services.

12 3. “Class Counsel” means The Restis Law Firm, P.C.

13 4. “Class Members” means all individuals that purchased a product from Point Loma  
14 Patients Consumer Cooperative prior to December 31, 2017, except (i) any Defendant in this  
15 Action; (ii) Beck’s attorneys and litigation staff, including members of their immediate families;  
16 or (iii) any judge, justice judicial officer, or judicial staff of the Court.

17 5. “Class Notice” or “Notice” means all types of notice that will be provided to the  
18 Class Members pursuant to Code of Civil Procedure section 382 and California Rule of Court  
19 3.766 including Short-Form Notice, Long-Form Notice, Settlement Website notice, and any  
20 additional or different notice that may be ordered by the Court. Class Notice means the Court-  
21 approved notice of this Agreement that is directed to Class Members and described in Section 4.1  
22 of this Settlement Agreement and exemplified in Exhibits A and B. The Class Notice will be  
23 provided as set forth in the Preliminary Approval Order, pursuant to California Rule of Court  
24 3.771(b).

25 6. “Class Period” means the time period between August 1, 2015 and December 31,  
26 2017.

27 7. “Class Released Claims” means any and all actions, causes of action, claims,  
28 demands, liabilities, obligations, fees, costs, sanctions, proceedings, and/or rights of any nature

1 and description whatsoever, including, without limitation, violations of any state or federal  
2 statutes, or rules or regulations, or principles of common law, whether liquidated or unliquidated,  
3 known or unknown, in law or in equity, whether or not concealed or hidden, by Plaintiff,  
4 members of the Settlement Class, or any of them (on their own behalf and/or on behalf of the  
5 proposed class or the general public) against Defendants, or any other Released Parties, through  
6 the date the Final Approval Order is entered, and that are based on, or arise out of, the facts,  
7 transactions, events, occurrences, acts, disclosures, advertisements, omissions, or failure to act  
8 concerning the facts alleged in the Action. Notwithstanding the above, “Class Released Claims”  
9 shall exclude any claims for personal injury on behalf of the Settlement Class.

10 8. “Class Representative” means Plaintiff (Karl Beck).

11 9. “Court” means the Superior Court of the State of California, County of San Diego,  
12 Central Division.

13 10. “Defendants’ Counsel” means the Austin Legal Group and Dart Law.

14 11. “Effective Date” means the earliest of the following: (1) the date of entry of a  
15 Final Approval Order and judgment if no objections are filed to the Settlement or if all objections  
16 are withdrawn prior to the Court ruling on them; or (2) sixty-one (61) days after entry of a Final  
17 Approval Order and judgment; or (3) if a timely appeal is made, three (3) business days after the  
18 date of the final resolution of that appeal and any subsequent appeals or petitions for certiorari  
19 from final approval of the Settlement.

20 12. “Fee and Cost Application” means the written motion or application by which the  
21 Class Representative and/or Class Counsel request that the Court award attorneys’ fees, costs,  
22 expenses and incentive award.

23 13. “Fee and Expense Award” means an award of attorneys’ fees and the  
24 reimbursement of litigation costs and expenses authorized by the Court pursuant to the Fee and  
25 Cost Application to be paid to Class Counsel for the services rendered by Class Counsel and the  
26 attorneys at Finkelstein & Krinsk LLP to Beck and The Class Members in this Action.

27 14. “Final” means that the Court has entered the Final Approval Order on the docket  
28 in the Action, and (a) the time to appeal from such order has expired and no appeal has been

1 timely filed, (b) if such an appeal has been filed, it has finally been resolved and has resulted in an  
2 affirmation of the Final Approval Order, or (c) the Court, following the resolution of the appeal,  
3 enters a further order or orders approving settlement on the terms set forth herein, or on terms  
4 mutually agreed in writing by the parties, and either no further appeal is taken from such order(s)  
5 or any such appeal results in affirmation of such order(s). Neither the pendency of the Fee and  
6 Cost Application, nor any appeal pertaining solely to a decision on the Fee and Cost Application,  
7 shall in any way delay or preclude the Final Approval Order from becoming Final.

8 15. "Final Approval Hearing" means the hearing at which the Court shall (a)  
9 determine whether to grant final approval to this Settlement Agreement and to certify the  
10 Settlement Class; (b) consider any timely objections to this Settlement and all responses thereto;  
11 and (c) rule on the Fee and Cost Application.

12 16. "Final Approval Order" means the order in which the Court grants final approval  
13 of this Settlement Agreement, certifies the Settlement Class, and authorizes dismissal of the  
14 Action with prejudice.

15 17. "Incentive Award" means an award authorized by the Court to be paid to Plaintiff  
16 in recognition of his efforts in prosecuting this Action.

17 18. "Individual Released Claims": means any and all of the Class Representative's  
18 actions, causes of action, claims, demands, liabilities, obligations, fees, costs, sanctions,  
19 proceedings, and/or rights of any nature and description whatsoever, including, without  
20 limitation, violations of any state or federal statutes, rules or regulations, or principles of common  
21 law, whether liquidated or unliquidated, known or unknown, in law or in equity, whether or not  
22 concealed or hidden, against Defendants, or any other Released Parties, through the date the Final  
23 Approval Order is entered, and that are based on, arise out of, the facts alleged in this Action.

24 19. "Long-Form Notice" means the long-form of notice of the proposed class action  
25 settlement attached hereto as Exhibit A.

26 20. "Notice Response Deadline" means the deadline for all members of the Settlement  
27 Class to request exclusion from the Settlement or object to the Settlement, which shall be 45 days  
28 after Notice is disseminated to Class Members, or other date as ordered by the Court.

1           21.    “Parties” means Class Representative and Defendants.

2           22.    “Patronage Distribution Credits” means the United States dollar value of credits  
3 for free or discounted product from the PLPCC.

4           23.    “Patronage Distribution Date” means ten (10) days after the Effective Date, which  
5 will be disclosed on the Settlement Website, and is the date on which the Patronage Distribution  
6 Credits will be available to Class Members.

7           24.    “PLPCC” means defendant Point Loma Patients Consumer Cooperative  
8 Corporation, and any successor or related entities thereto operating a marijuana dispensary at  
9 3452 Hancock Street, San Diego, CA 92110.

10          25.    “Preliminary Approval Order” means the order in which the Court grants its  
11 preliminary approval to this Settlement Agreement and preliminarily certifies the Class Members,  
12 appoints Plaintiff as Class Representative, appoints Restis Law Firm as Class Counsel, appoints  
13 the Administrator, and authorizes dissemination of Notice to Class Members.

14          26.    “Released Parties” means Defendants to this Action and each of their respective  
15 current and former officers, directors, employees, stockholders, investors, owners, agents,  
16 representatives, attorneys, accountants, lenders, underwriters, insurers, administrators, successors,  
17 subsidiaries, assigns, affiliates, joint-ventures, partners, members (but not “associate members”),  
18 divisions, predecessors.

19          27.    “Request for Exclusion” means a valid request for exclusion from a Class  
20 Member. To be valid, a request for must (a) be submitted by the Class Member; (b) to the  
21 Administrator and postmarked (if applicable) by a date no later than forty-five (45) days  
22 following initial dissemination of Notice by the Administrator (or other date as ordered by the  
23 Court); and (c) contain the Class Member’s name, address and telephone number.

24          28.    “Settlement Agreement,” “Settlement,” or “Agreement” means this Stipulation and  
25 Agreement of Settlement, including any exhibits.

26          29.    “Settlement Class” means all individuals that purchased a product from Point  
27 Loma Patients Consumer Cooperative prior to December 31, 2017, except persons who properly  
28 exclude themselves from the Settlement.



1 d. Patronage Distribution Credits not redeemed by Settlement Class Members  
2 within 18 months shall revert back to the general fund of the PLPCC to be used for the “general  
3 welfare” of PLPCC patrons pursuant to Cal. Corp. Code § 12201.

4 e. Patronage Distribution Credits to Settlement Class Members shall be non-  
5 transferrable and not redeemable for cash.

6 **SECTION 4 – NOTICE AND REQUESTS FOR EXCLUSION**

7 1. Provision of Class Notice

8 Notice to the Class Members shall be provided in the forms approved by the Court in the  
9 Preliminary Approval Order, by those means set forth in the Preliminary Approval Order. The  
10 Notice shall be substantially in the same forms as the exemplars submitted as Exhibits A and B  
11 hereto, or as approved by the Court.

12 a. Direct Notice.

13 Within 7 days after entry of the Preliminary Approval Order, Defendants shall provide a  
14 list to the Administrator of the Class Members. Within twenty-one (21) days after entry of the  
15 Preliminary Approval Order, the Administrator shall mail or email the Short-Form Notice (in the  
16 form attached to the Agreement as Exhibit B) to the identified Class Members. The Administrator  
17 shall utilize the national change of address database to update the mailing list of Class Members  
18 prior to sending Short-Form Notice to any Class Members that will be contacted by mail, and  
19 shall perform a single Skip Trace to conduct an address update for any Short-Form Notice  
20 returned to the Administrator using an industry accepted source such as Accurant.

21 In the event that a Short-Form Notice is returned as undeliverable with a forwarding  
22 address, the Administrator shall re-mail the Short-Form Notice to the indicated forwarding  
23 address within 5 business days from the date of the receipt of the forwarding address. The  
24 Administrator shall have no obligation to re-mail any Class Notice returned as undeliverable after  
25 30 days from the date on which it was originally mailed.

26 b. Internet Notice.

27 The Parties and the Administrator shall use best efforts to cause the Class Notice to  
28 commence online at the Settlement Website promptly after entry of the Preliminary Approval



1 Order. The Settlement Website shall be administered by the Administrator. The Administrator  
2 shall cause the Long Form Notice to be posted to the Settlement Website no later than the date for  
3 dissemination of the Short-Form Notice. The Settlement Website shall also provide relevant  
4 information regarding the Settlement, including (a) how to file Exclusion Requests or object to  
5 the Settlement, (b) relevant dates and deadlines, including the Notice Response Deadline, Final  
6 Approval Hearing date, and the date that Patronage Distribution Credits will be available for  
7 redemption at the PLPCC if the Settlement becomes Final; and (c) copies of the following  
8 documents: Plaintiff's Complaint, Defendants' Answer, the Settlement Agreement, Plaintiff's  
9 Preliminary Approval Motion and supporting documents, the Preliminary Approval Order,  
10 Plaintiff's Fee and Cost Application and supporting documents (when filed), Motion for Final  
11 Approval and supporting documents (when filed), and Final Order and Judgment (when filed).

12 2. Declarations of Compliance

13 The Administrator shall prepare declarations attesting to compliance with the notice  
14 requirements set forth above. Such declarations shall be provided to Class Counsel and  
15 Defendants' Counsel and filed with the Court when required by the Preliminary Approval Order.

16 3. Best Notice Practicable

17 The Parties agree that compliance with the procedures described in this section is the best  
18 notice practicable under the circumstances and shall constitute due and sufficient notice to the  
19 Class Members (and resulting Settlement Class) of the pendency of the Action, certification of the  
20 Class Members, the terms of the Settlement Agreement, and the Final Approval Hearing, and  
21 shall satisfy the requirements of the California Rules of Court, the Code of Civil Procedure, the  
22 California Constitution, the United States Constitution, and any other applicable law.

23 4. Report On Requests For Exclusion

24 Not later than the date provided in the Preliminary Approval Order, the Administrator  
25 shall prepare and deliver to Class Counsel, who shall file it with the Court and provide it to  
26 Defendant's Counsel, a report stating: the total number of Persons that have submitted timely and  
27 valid Requests for Exclusion from the Class Members, and the names of such Persons. Any  
28 Person that has submitted a timely and valid Request for Exclusion will not be entitled to receive

1 any relief under this Settlement Agreement.

2 5. Inquiries From Class Members

3 It shall be the responsibility of Class Counsel to establish procedures for receiving and  
4 responding to all inquiries from the Class Members with respect to this Settlement. Defendants'  
5 Counsel may respond, but are not required to respond, to such inquiries.

6 **SECTION 5 – COURT APPROVAL OF SETTLEMENT**

7 1. Preliminary Approval

8 As soon as practicable after the execution of this Settlement Agreement, Class Counsel  
9 shall apply for entry of Preliminary Approval Order in the form of Exhibit C, which Defendants  
10 shall not oppose. The Preliminary Approval Order proposed to the Court shall include provisions  
11 (a) preliminarily certifying the Class Members for settlement purposes only; (b) preliminarily  
12 approving this Settlement and finding this Settlement sufficiently fair, reasonable and adequate to  
13 allow Notice to be disseminated to the Class Members; (c) approving the form, content, and  
14 manner of the Notice; (d) setting a schedule for proceedings with respect to final approval of this  
15 Settlement; and (e) staying the Action, other than such proceedings as are related to this  
16 Settlement.

17 2. Objections To Settlement

18 Any Class Member wishing to object to or to oppose the approval of this Settlement  
19 and/or the Fee and Cost Application and Fee and Expense Award shall file a written objection  
20 (with a statement of reasons) with the Court and serve it on the Parties no later than forty-five  
21 (45) days following initial dissemination of Notice. Any Class Member making an objection  
22 must include the following information: (a) the Class Member's name, address, telephone  
23 number and, if represented by counsel, the name, address, and telephone number of counsel; (b) a  
24 statement whether the Class Member intends to appear at the Final Approval Hearing, either in  
25 person or through counsel; (c) all grounds for the objection, accompanied by any legal support for  
26 the objection; (d) a list of all previous class action objections made by the objecting Class  
27 Member and/or Class Member's counsel, if any; and (e) the Class Member's handwritten  
28 signature, or shall comply with any objection procedures as ordered by the Court. Any Class

1 Member that fails to file a timely written objection shall have no right to file an appeal relating to  
2 the approval of this Settlement.

3 3. Final Approval Hearing

4 The Parties shall request that the Court, on the date set forth in the Preliminary Approval  
5 Order, or on such other date that the Court may set, conduct a Final Approval Hearing to: (a)  
6 determine whether to grant final approval to this Settlement Agreement and to certify the  
7 Settlement Class; (b) consider any timely objections to this Settlement and the Parties' responses  
8 to such objections; and (c) rule on the Fee and Cost Application. At the Final Approval Hearing,  
9 the Parties shall ask the Court to give final approval to this Settlement Agreement, then the  
10 Parties shall ask the Court to enter a Final Approval Order which approves this Settlement,  
11 certifies the Settlement Class, and authorizes entry of a final judgment.

12 4. Disapproval, Cancellation, Termination, Or Nullification Of Settlement

13 a. This Settlement Agreement shall terminate automatically if either (i) the  
14 Court denies preliminary approval or final approval to this Settlement Agreement, or (ii) the Final  
15 Approval Order does not become Final.

16 b. If this Settlement Agreement is terminated pursuant to its terms, then : (i)  
17 this Settlement Agreement shall be rendered null and void; (ii) this Settlement Agreement and all  
18 negotiations and proceedings relating hereto shall be of no force or effect, and without prejudice  
19 to the rights of the Parties; and (iii) all Parties shall be deemed to have reverted to their respective  
20 status in the Action, as of the date and time immediately preceding the execution of this  
21 Settlement Agreement and, except as otherwise expressly provided, the Parties shall stand in the  
22 same position and shall proceed in all respects as if this Settlement Agreement and any related  
23 orders had never been executed, entered into, or filed, except that the Parties shall not seek to  
24 recover from one another any costs incurred in connection with this Settlement.

25 5. Termination Based On Exclusion Requests

26 Defendants, in their sole and absolute discretion, may elect to terminate this Agreement if  
27 exclusion requests as provided for in the Preliminary Approval Order exceeds 1% of the Class  
28 members. Defendants may terminate under this Paragraph by providing written notice of

1 termination to Class Counsel no later than seven (7) calendar days before the Final Approval  
2 Hearing.

3 **SECTION 6 – ADMINISTRATIVE EXPENSES, ATTORNEYS’ FEES, COSTS**

4 1. Costs Of Notice

5 All costs of providing the Notice as provided herein, including the costs of Direct notice  
6 and Internet notice, shall be paid from the Class Settlement Fund.

7 2. Costs Of Administering Settlement

8 All costs of administering this Settlement, including all fees of the Administrator, shall be  
9 paid from the Class Settlement Fund. In the event that this Settlement Agreement is terminated  
10 pursuant to its terms, Defendants shall bear any costs of administering this Settlement already  
11 incurred.

12 3. Attorneys’ Fees And Costs

13 Plaintiff and/or Class Counsel may make a Fee and Cost Application, to be heard at the  
14 Final Approval Hearing, seeking an award of attorneys’ fees and costs in an amount not to exceed  
15 \$200,000, inclusive of documented costs. Defendants have agreed not to oppose such application  
16 by Class Counsel, and to affirmatively express their non-opposition to Class Counsel’s Fee and  
17 Cost Application provided that Class Counsel’s Fee and Cost Application shall not collectively  
18 exceed \$200,000. No later than the date set in the Preliminary Approval Order, Class Counsel  
19 shall file a motion requesting the Court’s approval of attorneys’ fees and costs. Defendants shall  
20 pay all attorneys’ fees and costs up to \$200,000 that are approved by the Court, and only in the  
21 event that the Effective Date occurs. Defendants shall make one payment of \$100,000 no later  
22 three (3) days after the Effective Date, and any remainder no later than ninety (90) days from the  
23 Effective Date. Any payments made under this provision will be exclusive of the Class Settlement  
24 Fund. Payments under this provision shall be made to The Restis Law Firm. Class Counsel shall  
25 be solely responsible for further distributing any payments made under this provision.

26 4. Incentive Award

27 Plaintiff and/or Class Counsel on his behalf may make an application to be heard at the  
28 Final Approval Hearing for an incentive award to be paid from the Class Settlement Fund in an

1 amount not to exceed five thousand dollars (\$5,000). Defendants have agreed not to oppose such  
2 a request. Class Counsel shall file a motion requesting the Court's approval for any incentive  
3 award no later than the date set forth in the Preliminary Approval Order. Such incentive award, if  
4 approved by the Court, shall be paid from the Class Settlement Fund no later than fifteen (15)  
5 days after the Effective Date, and only in the event that the Effective Date occurs. Such payment  
6 shall be compensation and consideration for the efforts of Plaintiff as the Class Representative in  
7 the Action.

8           5.       Defendants' Legal Fees and Expenses

9           Defendants own legal fees, costs, and expenses incurred in the Action or related to this  
10 Settlement shall be borne exclusively by Defendants.

11           6.       Effect On Settlement

12           The Parties agree that the rulings of the Court regarding the amount of attorneys' fees or  
13 costs and any incentive award, and any claim or dispute relating thereto, will be considered by the  
14 Court separately from the remaining matters to be considered at the Final Approval Hearing as  
15 provided for in this Settlement Agreement and any determinations in that regard will be embodied  
16 in a separate order. Any order or proceedings relating to the amount of attorneys' fees or  
17 incentive award, including any appeals from or modifications or reversals of any order related  
18 thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement,  
19 affect the releases provided for in the Settlement Agreement, or affect whether the Final Approval  
20 Order becomes Final as defined herein.

21                                   **SECTION 7 – RELEASES UPON EFFECTIVE DATE**

22           1.       Binding And Exclusive Nature Of Settlement Agreement

23           On the Effective Date, if it occurs, the Parties and each and every Settlement Class  
24 Member shall be bound by this Settlement Agreement and shall have recourse exclusively to the  
25 benefits, rights, and remedies provided hereunder. No other action, demand, suit or other claim  
26 may be pursued against the Released Parties with respect to the Class Released Claims.

27           2.       Class Releases

28           On the Effective Date, if it occurs, the Settlement Class Members shall be deemed to

1 have, and by operation of this Settlement Agreement shall have fully, finally and forever released,  
2 relinquished and discharged the Released Parties from any and all of the Class Released Claims.

3 3. Class Representative's Individual Releases

4 On the Effective date, if it occurs, the Class Representative shall be deemed to have, and  
5 by operation of this Settlement Agreement shall have fully, finally and forever released,  
6 relinquished and discharged the Released Parties from any and all of the Class Representative's  
7 Individual Released Claims.

8 The Class Representative shall further be deemed to have waived the provisions of Civil  
9 Code section 1542 (or any like or similar state or federal statute or common law doctrine) and  
10 does so understanding the significance of that waiver. Section 1542 provides:

11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
12 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**  
13 **TO EXIST IN HER OR HER FAVOR AT THE TIME OF**  
14 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**  
**OR HER MUST HAVE MATERIALLY AFFECTED HIS OR**  
**HER SETTLEMENT WITH THE DEBTOR**

15 4. Stay Of The Action

16 The Parties agree to request that the Court, in connection with Preliminary Approval of  
17 the Class Action Settlement, issue an immediate stay of the Action.

18 5. Assumption Of The Risk

19 In entering into this Settlement Agreement, each of the Parties assumes the risk of any  
20 mistake of fact or law. If either Party should later discover that any fact which the Party relied  
21 upon in entering this Settlement Agreement is not true, or that the Party's understanding of the  
22 facts or law was incorrect, the Party shall not be entitled to modify, reform, or set aside this  
23 Settlement Agreement, in whole or in part, by reason thereof. The Parties agree that at the time  
24 this Settlement Agreement was executed, there were unsettled issues of law, and the Parties agree  
25 to honor this Agreement regardless of developments in the law after execution; specifically, the  
26 Class Representative and Class Counsel recognize and agree that, given these uncertainties in the  
27 law, the Class Representative and Class Counsel are receiving valuable consideration for the  
28 settlement of the Action at this time and per the terms of this Agreement. The Parties will

1 advocate for Court approval of this Settlement Agreement.

2 **SECTION 8 – LIMITATIONS ON USE OF SETTLEMENT AGREEMENT**

3 1. No Admission

4 Neither the acceptance by Defendants of the terms of this Settlement Agreement nor any  
5 of the related negotiations or proceedings constitutes an admission with respect to the merits of  
6 the claims alleged in the Action, the validity of any claims that could have been asserted by any  
7 of the Class Members in the Action, or the liability of the Defendants in the Action. Defendants  
8 specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the  
9 Action. Neither the acceptance by Plaintiff of the terms of the Settlement Agreement, nor any of  
10 the related negotiations or proceedings constitutes an admission with respect to the merits of the  
11 claims alleged in the Action.

12 2. Limitations On Use

13 This Settlement Agreement shall not be used, offered, or received into evidence in the  
14 Action for any purpose other than to enforce, to construe, or to finalize the terms of the Settlement  
15 Agreement or to obtain the preliminary and final approval by the Court of the terms of the  
16 Settlement Agreement. Neither this Agreement nor any of its terms shall be offered or received  
17 into evidence in any other action or proceeding except that Defendants may file this Settlement  
18 Agreement in any action that may be brought against a Released Party in order to support a defense  
19 or counterclaim based on principles of res judicata, collateral estoppel, release, good faith  
20 settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or  
21 similar defense or counterclaim.

22 3. No Public Statements Without Agreement Of The Parties

23 Class Counsel will remove all information on the website [www.restislaw.com](http://www.restislaw.com) that  
24 references this Action either expressly or impliedly. The Parties and their counsel agree that no  
25 Party or counsel who is a signatory to this Settlement Agreement will comment publicly in any  
26 form regarding this Settlement or litigation without prior approval of all Parties and counsel. Any  
27 disputes among the Parties regarding publicity associated with this Settlement shall be submitted  
28 to this Court for expedited review and determination.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SECTION 9 – MISCELLANEOUS PROVISIONS**

1. No Assignment.

Each Party represents, covenants, and warrants that he or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that he or it herein releases.

2. Binding On Assigns.

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

3. Captions.

Titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

4. Settlement Class Member Signatures.

It is agreed that, because the Settlement Class Members are so numerous, it is impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the Releases and of the remainder of this Settlement Agreement, and in the absence of a valid and timely Request for Exclusion, such Notice shall have the same force and effect as if each Settlement Class Member executed this Settlement Agreement.

5. Construction.

The Parties agree that the terms and conditions of this Settlement Agreement are the result of arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party, or his or its counsel, participated in the drafting of this Settlement Agreement.

6. Counterparts.

This Settlement Agreement and any amendments hereto may be executed in one or more counterparts, and either Party may execute any such counterpart, each of which when executed



1 and delivered shall be deemed to be an original and both of which counterparts taken together  
2 shall constitute but one and the same instrument. A facsimile or portable data file (PDF)  
3 signature shall be deemed an original for all purposes.

4 7. Governing Law.

5 Construction and interpretation of the Settlement Agreement shall be determined in  
6 accordance with California state law without regard to choice of law principles.

7 8. Integration Clause.

8 This Settlement Agreement, including the exhibits referred to herein, which form an  
9 integral part hereof, contains the entire understanding of the Parties with respect to the subject  
10 matter contained herein. There are no promises, representations, warranties, covenants, or  
11 undertakings governing the subject matter of this Settlement Agreement other than those  
12 expressly set forth in this Settlement Agreement. This Settlement Agreement supersedes all prior  
13 agreements and understandings among the Parties with respect to the settlement of the Action.  
14 This Settlement Agreement may not be changed, altered, or modified, except in a writing signed  
15 by the Parties and approved by the Court. This Settlement Agreement may not be discharged  
16 except by performance in accordance with its terms or by a writing signed by the Parties.

17 9. Jurisdiction.

18 The Final Approval Order proposed to the Court shall provide that the Court retain  
19 jurisdiction, after entry of the Final Approval Order, with respect to enforcement of the terms of  
20 this Settlement, and all Parties and Settlement Class (and their counsel) submit to the exclusive  
21 jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute arising  
22 out of, related to, or with respect to this Settlement.

23 10. No Collateral Attack.

24 This Settlement Agreement shall not be subject to collateral attack by any member of the  
25 Settlement Class at any time on or after the Effective Date related to the calculation of Patronage  
26 Distribution Credits.

27 11. Parties' Authority.

28 The signatories hereto represent that they are fully authorized to enter into this Settlement

1 Agreement, have received legal advice with respect to the advisability of entering into this  
2 Settlement Agreement, and fully understand its legal effect.

3 12. Receipt Of Advice Of Counsel.

4 The Parties acknowledge, agree, and specifically warrant to each other that they have read  
5 this Settlement Agreement, have received legal advice with respect to the advisability of entering  
6 into this Settlement, and fully understand its legal effect.

7 13. Waiver Of Compliance.

8 Any failure of any Party to comply with any obligation, covenant, agreement, or condition  
9 herein may be expressly waived in writing, to the extent permitted under applicable law, by the  
10 Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A  
11 waiver or failure to insist upon compliance with any representation, warranty, covenant,  
12 agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any  
13 subsequent or other failure.

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 11/26, 2018

Karl Beck  
KARL BECK, individually and on behalf of  
all other similarly situated California  
residents

Dated: \_\_\_\_\_, 2018

POINT LOMA PATIENTS CONSUMER  
COOPERATIVE CORPORATION, a California  
corporation

By: \_\_\_\_\_

1 Agreement, have received legal advice with respect to the advisability of entering into this  
2 Settlement Agreement, and fully understand its legal effect.

3 12. Receipt Of Advice Of Counsel.

4 The Parties acknowledge, agree, and specifically warrant to each other that they have read  
5 this Settlement Agreement, have received legal advice with respect to the advisability of entering  
6 into this Settlement, and fully understand its legal effect.

7 13. Waiver Of Compliance.

8 Any failure of any Party to comply with any obligation, covenant, agreement, or condition  
9 herein may be expressly waived in writing, to the extent permitted under applicable law, by the  
10 Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A  
11 waiver or failure to insist upon compliance with any representation, warranty, covenant,  
12 agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any  
13 subsequent or other failure.

14  
15  
16  
17 Dated: \_\_\_\_\_, 2018

18 \_\_\_\_\_  
19 KARL BECK, individually and on behalf of  
20 all other similarly situated California  
21 residents

22 Dated: 11/21, 2018

23 POINT LOMA PATIENTS CONSUMER  
24 COOPERATIVE CORPORATION, a California  
25 corporation

26 By \_\_\_\_\_  
27  
28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 11/21, 2018


  
ADAM KNOPP, an individual

Dated: \_\_\_\_\_, 2018

JUSTUS H. HENKES IV, an individual

Dated: 11/21, 2018

419 CONSULTING INC., a California corporation

By: 


Dated: 11/21, 2018

GOLDEN STATE GREENS LLC, a California LLC

By: 

Dated: 11/21, 2018

FAR WEST MANAGEMENT LLC, a California LLC

By: 

Dated: 11/21, 2018

FAR WEST OPERATING, LLC, a California LLC

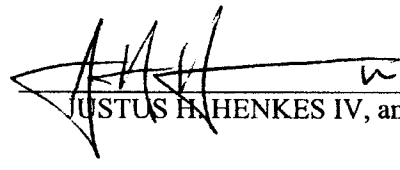
By: 

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
ADAM KNOPF, an individual

Dated: 11/20/, 2018

  
\_\_\_\_\_  
JUSTUS H. HENKES IV, an individual

Dated: \_\_\_\_\_, 2018

419 CONSULTING INC., a California corporation

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

GOLDEN STATE GREENS LLC, a California  
LLC

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

FAR WEST MANAGEMENT LLC, a California  
LLC

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

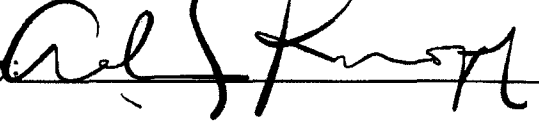
FAR WEST OPERATING, LLC, a California LLC

By: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 11/21, 2018

FAR WEST STAFFING LLC, a California LLC

By: 

Approved as to form by:

Dated: 11/21, 2018

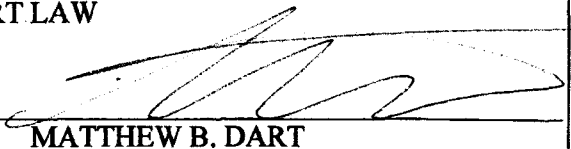
AUSTIN LEGAL GROUP, APC

By: 

Gina M. Austin/Tamara Leetham,  
Attorneys for Point Loma Patients  
Consumer Cooperative Corporation,  
Golden State Greens, LLC, Far West  
Management, LLC, Far West Operating,  
LLC, and Far West Staffing, LLC

Dated: 11/26, 2018

DART LAW

By: 

MATTHEW B. DART  
Attorney for Defendants 419 Consulting,  
Inc., Adam Knopf and Justus Henkes

THE RESTIS LAW FIRM, P.C.

Dated: \_\_\_\_\_, 2018

THE RESTIS LAW FIRM, P.C.

By: \_\_\_\_\_

WILLIAM R. RESTIS  
Attorney for Plaintiff Karl Beck,  
individually and on behalf of all other  
similarly situated California residents.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: \_\_\_\_\_, 2018

FAR WEST STAFFING LLC, a California LLC

By: \_\_\_\_\_

Approved as to form by:

Dated: \_\_\_\_\_, 2018

AUSTIN LEGAL GROUP, APC

By: \_\_\_\_\_

Gina M. Austin/Tamara Leetham,  
Attorneys for Point Loma Patients  
Consumer Cooperative Corporation,  
Golden State Greens, LLC, Far West  
Management, LLC, Far West Operating,  
LLC, and Far West Staffing, LLC

Dated: \_\_\_\_\_, 2018

DART LAW

By: \_\_\_\_\_

MATTHEW B. DART  
Attorney for Defendants 419 Consulting,  
Inc., Adam Knopf and Justus Henkes

THE RESTIS LAW FIRM, P.C.

Dated: 11/26, 2018

THE RESTIS LAW FIRM, P.C.

By:  \_\_\_\_\_

WILLIAM R. RESTIS  
Attorney for Plaintiff Karl Beck,  
individually and on behalf of all other  
similarly situated California residents.

# EXHIBIT A



## NOTICE OF CLASS ACTION SETTLEMENT

**You have been identified as a member of a class action lawsuit due to your purchase of product from Point Loma Patient Consumer Cooperative Cooperation d/b/a Golden State Greens (“PLPCC”).**

**This notice explains your rights and options and the deadlines to exercise them.**

*A California court authorized this Notice. This is not a solicitation from a lawyer.*

### SUMMARY OF THE LAWSUIT AND SETTLEMENT

- A member patron of PLPCC claims that the PLPCC cooperative was operated as a for-profit business in violation of California law, which requires cooperative profits to be distributed to cooperative patrons. The lawsuit alleges that defendants diverted revenue to themselves rather than distribute profits to patrons of PLPCC.
- PLPCC, along with 419 Consulting, Inc., Golden State Greens LLC, Far West Management, LLC, Far West Operating, LLC, Far West Staffing, LLC, Adam Knopf and Justus Henkes IV (collectively, the “Defendants”) deny any wrongdoing and have strongly defended against the lawsuit.
- Plaintiff, on behalf of himself and all class members, and Defendants have agreed to settle the litigation on the terms explained in this Notice. Defendants contest liability with respect to all facts and claims alleged in the lawsuit. Nevertheless, Defendants are entering into this settlement to avoid further expense and burden of litigation. Plaintiff, and the attorneys appointed for you and all class members (“Class Counsel”), believe this Settlement is fair, reasonable, adequate, and in the best interests of Plaintiff and the Class.
- This Notice is being sent to you to inform you about your rights and options under the proposed Settlement and your deadlines to exercise them.

	<b>YOUR LEGAL RIGHTS AND OPTIONS</b>
<b>DO NOTHING AND GET BENEFITS</b>	The Settlement provides class members (who do not exclude themselves) with account credits for free or discounted products at the PLPCC, located at 3452 Hancock Street, San Diego, CA 92110. If you wish to remain in the Settlement and receive these benefits, simply do nothing. See FAQ 7-8 below.
<b>EXCLUDE YOURSELF</b>	Get no credit at the PLPCC. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case. See FAQ 9-10 below. To exclude yourself, send a letter that states you want to be excluded from the settlement in “ <i>Beck. v. PLPCC</i> ,” Include your name, address, and signature. <b>You must mail your exclusion request letter so that it is postmarked by MONTH xx, 2019.</b>
<b>OBJECT</b>	Write to the Court about why you don’t like the settlement. To object, you must file with the Court and serve on Class Counsel and Defendants’ Counsel your objection in writing no later than MONTH xx, 2018. See FAQ 13 below.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement. See FAQ 14-16 below.

## BASIC INFORMATION

### 1. Why did I receive this notice?

This notice was issued because a Court has preliminarily approved a class action settlement of this litigation.

**You have been identified as a class member because you purchased product from PLPCC between August 1, 2015 and December 31, 2017. As a class member, your rights may be affected. This notice explains all of these things.**

Honorable Judge Joel Wohlfeil of the Superior Court of California, County of San Diego, is overseeing this class action. The case is known as *Beck v. Point Loma Patient Consumer Cooperative Corp., et al.* Case No. 37-2017-00037524-CU-BC-CTL. The person who sued is called the Plaintiff. The companies and people he sued are called the Defendants. The Defendants include PLPCC, 419 Consulting, Inc., Golden State Greens LLC, Far West Management, LLC, Far West Operating, LLC, Far West Staffing, LLC, Adam Knopf and Justus Henkes IV.

### 2. What is a class action?

In a class action, one or more people, called Class representatives (in this case Karl Beck), sue on behalf of all others who have similar claims. Together, these people make up the Class and are called class members. One court resolves the issues for all Class members, except for those who exclude themselves from the Class.

### 3. Why is this lawsuit a class action?

The Court decided that this lawsuit could proceed as a class action because the Class Members are so numerous that that joining them in one lawsuit is impracticable; (b) there are questions of law and fact common to the Class Members; (c) Class Representative Beck's claims are typical of the claims of the Class Members; (d) Class Representative and Class Counsel are able to adequately represent the Class Members; and (e) class-wide treatment of the disputes raised in the lawsuit is superior to individual cases

## THE CLAIMS IN THE LAWSUIT

### 4. What is the lawsuit about?

The lawsuit claims that Defendants operated PLPCC as a for-profit business in violation of California law, including the law governing cooperative corporations, and California's medical marijuana laws. The lawsuit claims that Defendants diverted revenue to themselves rather than distribute profits to members of PLPCC. Plaintiff claims those laws require cooperative profits to be distributed to cooperative member-patrons.

Defendants vehemently deny that they have done anything wrong, or owe the Class any money.

For more information about the allegations in the case, including Court documents, see [www.PLPCCsettlement.com](http://www.PLPCCsettlement.com).

### 5. Has the Court decided who is right?

The Court has made no determinations of the merits of the lawsuit.

## THE SETTLEMENT

### 6. Why is there a settlement?

The parties attended two mediation sessions before retired Superior Court Judge Hon. Joel Pressman, and at mediation both sides agreed to settle the litigation on the terms described herein. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and Class Counsel believe the Settlement is in the best interest of the class members.

## SETTLEMENT BENEFITS AND OPTIONS

### 7. Benefits of the Settlement

The Settlement relieves the need for the Class to prove their claims at trial and eliminates the uncertainty of the results of a trial. The Settlement also allows class members to receive benefits faster and without the expense of bringing their own lawsuit.

If the Settlement is approved by the Court, Defendants will create a fund of \$630,000 that will pay for credits to the Class for free or discounted product at the PLPCC. The Settlement fund will also pay for settlement administrative costs, and possibly an incentive award to the class representative (if awarded by the Court) and will reduce the funds available for account credits to Class members that do not exclude themselves from the Settlement.

If you purchased any product from PLPCC between August 1, 2015 and December 31, 2017, and do not exclude yourself from the Settlement, you will receive a credit for free or discounted products to redeem at the PLPCC, 3452 Hancock Street, San Diego, CA 92110. The credits will be distributed *pro rata* based on your patronage at PLPCC. In other words, Class members that purchased more from the PLPCC will receive more credits than Class members that purchased less.

You can redeem your credits for free or discounted products from PLPCC for 18 months after the Settlement is finally approved by the Court.

**The settlement website [www.PLPCCsettlement.com](http://www.PLPCCsettlement.com) and dispensary website [www.goldenstategreens.com](http://www.goldenstategreens.com) will have details about when your credits will be available to redeem.**

If you do not redeem Credits within 18 months, they will revert back to the general fund of PLPCC to be used for the “general welfare” of PLPCC patrons.

Credits are non-transferable and not redeemable for cash.

### 8. How can I get those benefits?

If you wish to stay a member of the Class and receive credits to redeem for free or discounted products at the PLPCC, simply do nothing. You will automatically receive these credits if the Settlement is approved. If you do nothing, you will be considered a member of the Class, and will waive your right to sue Defendants (and other Released Parties) based on, or arising out of, the facts alleged in the lawsuit.

The Court must also issue a final ruling approving the Settlement. The Court has preliminarily approved the Settlement, but will hold a hearing on \_\_\_\_\_ at \_\_\_\_\_ to decide whether to issue final approval of the Settlement. The hearing may be changed by the Court, and you should check [www.PLPCCsettlement.com](http://www.PLPCCsettlement.com) for any updates. If the Court approves the Settlement, there may be appeals. Benefits are contingent on final approval of the Court, including the determination of any appeal or other challenge. We do not know how long this will take, but check [www.PLPCCsettlement.com](http://www.PLPCCsettlement.com) for any updates.

### 9. What am I giving up in exchange for the settlement benefits?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against the Defendants about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

### 10. Can I exclude myself from the Settlement?

Yes. If you don't want to receive PLPCC credits from this settlement, or want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself, or “opting-out” of the settlement Class.

If you exclude yourself: (1) you will not receive any Settlement benefits; (2) you will not be legally bound the Settlement; and (3) you will keep any rights you may have to sue Defendants for the legal claims included in this lawsuit, so long as suit is filed before the relevant statutes of limitation expire.

You cannot exclude yourself on the phone or by e-mail. To exclude yourself, send a letter that states you want to be excluded from the “*Beck. v. PLPCC Settlement*”. Include your name, address, and signature. **You must mail your exclusion request letter so that it is postmarked by MONTH XX, 2019 to: Beck v PLPCC - Settlement Administrator c/o The Notice Company, Inc., P.O. Box 778, Hingham, MA 02043.** As a reminder, before making a decision to exclude yourself, you should consult a lawyer.

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in this case?

Yes. The Court has appointed William R. Restis of The Restis Law Firm, P.C. as Class Counsel, and he represents you and other Class members in this case. You will not be charged for Class Counsel’s fees. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 12. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees and reimbursement of litigation expenses up to \$200,000, Defendants have agreed not to oppose these fees and expenses, but the Court may award less than these amounts. Defendants will separately pay the attorneys fees and expenses that the Court awards. These amounts will not come out of the funds for payments to the Class.

### 12. Does The Class Representative Get Special Treatment?

Under the Settlement, the Class Representative will receive his same *pro rata* share of the Settlement fund as every other Class member, based on how much product he purchased at the PLPCC.

But as part of the Settlement, Defendants have agreed not to object to a request by Class Counsel for an incentive award up to \$5,000 to Mr. Beck in recognition for his efforts as Class Representative. Mr. Beck’s support for the Settlement is not contingent on payment of the incentive award, which must be approved by the Court. The Court may award Mr. Beck less than \$5,000, or nothing at all.

Any incentive fee awarded to Mr. Beck as Class Representative will be paid out of the \$630,000 Settlement fund and reduce the funds available for account credits to Class members that do not exclude themselves from the Settlement.

## OBJECTING TO THE SETTLEMENT

### 13. How do I tell the Court I don’t like the Settlement?

You can object to the Settlement if you do not like it or any part of it. To object, you must file with the Court and serve on Class Counsel and Defendants’ Counsel your objection in writing.

The objection must include the following information:

- (a) your name, address, telephone number and, if represented by counsel, the name, address, and telephone number of your counsel as well;
- (b) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- (c) all grounds for your objection, accompanied by any legal support for the objection known to you or your counsel;
- (d) a list of all previous objections you or your counsel have made to any other class action settlement, if any; and
- (e) your handwritten signature.

**Your written objection must be served on and actually received by the Court and counsel, at the following addresses, no later than MONTH xx, 2019:**

Class Counsel: San Diego Superior Court

William Restis, Esq.  
THE RESTIS FIRM, P.C.  
402 W. Broadway, Suite 1520  
San Diego, California 92101

Hon. Joel Wohlfeil, Dept. C-73  
San Diego Superior Court  
330 W. Broadway  
San Diego, California 92101

Defendants' Counsel: Defendants' Counsel:

Tamara Leetham  
Gina Austin  
Austin Legal Group  
3990 Old Town Ave, Ste A-112  
San Diego, CA 92110

Matthew B. Dart  
Dart Law  
12526 High Bluff Drive, Ste 300  
San Diego, CA 92130

## **FINAL APPROVAL HEARING**

### **14. When and where will the Court decide final approval of the settlement?**

The Court will hold a hearing to consider whether to finally approve the Settlement on MONTH xx, 2019 at \_\_:\_\_ a.m./p.m. at:

Hon. Joel Wohlfeil, Dept. C-73  
San Diego Superior Court  
330 W. Broadway  
San Diego, California 92101

The hearing date may be changed by the Court. You can check [www.PLPCCsettlement.com](http://www.PLPCCsettlement.com) for updates. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and capable of approval. The court will consider any objections. The Court will decide whether to approve the Settlement at or after the hearing.

### **15. Do I have to come to Court?**

No. Class Counsel will present the Settlement, answer any questions, and respond to any objections. You may, however, attend the hearing at your own expense.

### **16. May I speak at the hearing?**

The Court must grant you permission to speak at the hearing. If you want to speak at the hearing, you must file a Notice of Intention to Appear with the Court and send a copy to Class Counsel and Defendants' counsel at the addresses listed above no later than MONTH xx, 2019. You may also be required to provide proof that you are a class member.

## **IF YOU DO NOTHING**

### **17. What if I do nothing?**

You will be included in the Settlement. However, you will release your claims against Defendants.

DATE: Month 00, 0000

# EXHIBIT B

**ATTENTION CUSTOMERS OF POINT LOMA PATIENTS CONSUMER COOPERATIVE  
A CLASS ACTION SETTLEMENT AFFECTS YOUR RIGHTS  
The Court ordered this notice so that you may decide what to do.**

A proposed class Settlement has been reached in *Beck v. PLPCC et al.*, No. 37-2017-00037524-CU-BT-CTL. This lawsuit alleges that the PLPCC cooperative was operated as a for-profit business in violation of California law, which requires cooperative profits to be distributed to patrons. The lawsuit further alleges that defendants improperly diverted revenue to themselves. Defendants strongly deny any wrongdoing.

If the Court approves the Settlement, Defendants will create a \$630,000 fund for (1) credits to the Class for free or discounted product at the PLPCC, (2) settlement administrative costs, and (3) a potential class representative incentive award. **If you purchased any product from PLPCC between August 1, 2015 and December 31, 2017, you will receive a credit at PLPCC d/b/a Golden State Greens, 3452 Hancock Street, San Diego, CA 92110.** The credits will be distributed *pro rata* based on your patronage at PLPCC. The Court may award attorneys fees and costs up to \$200,000, which will be paid separately from the \$630,000 fund.

**If you wish to stay a member of the class and receive PLPCC credit, simply do nothing. You may also exclude yourself from or object to the Settlement with the option to appear at the final approval hearing on \_\_\_\_\_, 2019.** If you do nothing, or object to the Settlement, you will be bound by its terms and cannot later sue on your own behalf. If you exclude yourself, you will not receive anything, but will retain your right to sue. **Requests to be excluded and objections to the Settlement must be submitted by \_\_\_\_\_, 2019.**

**To find out how to exclude yourself from the Settlement, or object to any part of it, visit [www.PLPCCsettlement.com](http://www.PLPCCsettlement.com).** The website also contains more information about the lawsuit and the Settlement. **Continue to check for updates. If the Court approves the Settlement, [www.PLPCCsettlement.com](http://www.PLPCCsettlement.com) will tell you when PLPCC credits will be available to redeem.** PLEASE DO NOT CONTACT DEFENDANTS OR THE COURT FOR INFORMATION. **Questions? Contact us at [ask@PLPCCsettlement.com](mailto:ask@PLPCCsettlement.com).**

Beck v PLPCC  
Settlement Administrator c/o  
The Notice Company, Inc.  
P.O. Box 778  
Hingham, MA 02043

**NOTICE OF PROPOSED CLASS  
ACTION SETTLEMENT**

This Notice Affects Your  
Legal Rights

Please read it carefully

**[www.PLPCCsettlement.com](http://www.PLPCCsettlement.com)  
FOR MORE INFORMATION**

<<FName>> <<LName>>  
<<Addr1>> <<Addr2>>  
<<City>>, <<State>> <<Zip>>



# EXHIBIT C

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
**COUNTY OF SAN DIEGO**

**KARL BECK**, individually and on behalf of all other similarly situated California residents,

Plaintiff,

v.

**POINT LOMA PATIENTS CONSUMER COOPERATIVE CORPORATION**, A California Corporation, **ADAM KNOPF**, an Individual, **JUSTUS H. HENKES IV**, an Individual, **419 CONSULTING INC.**, a California Corporation, **GOLDEN STATE GREENS LLC**, a California LLC, **FAR WEST MANAGEMENT, LLC**, a California LLC, **FAR WEST OPERATING, LLC**, a California LLC, **FAR WEST STAFFING, LLC**, a California LLC, and **DOES 1-50**,

Defendants.

Case No: 37-2017-00037524-CU-BT-CTL

**CLASS ACTION**

**[PROPOSED] ORDER ON PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Date: January 4, 2019

Time: 9:00 a.m.

Judge: Hon. Joel R. Wohlfeil

Ctrl: C-73

1 Plaintiff Karl Beck’s (“Class Representative” or “Beck”) Motion for Preliminary Approval  
2 of a Class Action Settlement (the “Motion”) was heard on January 4, 2019. In connection with the  
3 Motion, the Court considered the proposed class action Settlement Agreement (attached as Exhibit  
4 1 to the Declaration of William Restis), the submissions of counsel, and all other papers filed in this  
5 action. This Order incorporates by reference the definitions in the Settlement Agreement (the  
6 “Agreement”). The matter having been submitted, and good cause appearing:

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

8 1. The provisions of the Agreement are hereby preliminarily approved. The Court finds  
9 that the Settlement appears to be fair, adequate, and reasonable to the Class Members, free of  
10 collusion or indicia of unfairness, and within the range of possible judicial approval. The Court also  
11 finds that the Settlement resulted from arm’s length negotiations and is sufficient to warrant the  
12 dissemination of Class Notice to the Class Members.

13 2. Pursuant to California Code of Civil Procedure § 382 and California Rule of Court  
14 3.769(d), and for purposes of, and solely in connection with, the Settlement, the Court finds that  
15 each of the requirements for certification of the Class Members set forth in the Class  
16 Representative’s Motion for Preliminary Approval are met and hereby conditionally certifies the  
17 Class Members comprised of:

18 **All individuals that purchased a product from Point Loma Patients**  
19 **Consumer Cooperative prior to December 31, 2017, except (i) any**  
20 **Defendant in this Action; (ii) Beck’s attorneys and litigation staff,**  
21 **including members of their immediate families; or (iii) any judge,**  
22 **justice judicial officer, or judicial staff of the Court.**

23 3. The Court, for Settlement purposes only, finds that certification of the Class Members  
24 satisfies the requirements under California Code of Civil Procedure § 382 and California Rule of  
25 Court 3.769(d). In support of this ruling, the Court conditionally and preliminarily finds that: (a)  
26 the Class Members are so numerous that joinder of all members is impracticable; (b) there are  
27 questions of law and fact common to the Class Members; (c) the named Class Representative’s  
28 claims are typical of the claims of the Class Members; (d) the named Class Representative and Class

1 Counsel identified below are able to adequately represent the Class Members; and (e) class-wide  
2 treatment of the disputes raised in the Complaint is superior to other available methods for  
3 adjudicating the controversy.

4 4. If the Agreement is terminated or not consummated, conditional certification of the  
5 Class Members class shall be void. In that event, the Class Representative, the Class Members, and  
6 Defendants shall be returned to their respective statuses as of the date immediately prior to the  
7 execution of the Agreement and neither the Agreement nor this Preliminary Approval Order shall  
8 have any bearing on, and neither shall be admissible in connection with, (a) any issue in this action  
9 or any claim raised under any other state or federal law that was intended to be encompassed within  
10 the Complaint; (b) whether certification or decertification would be appropriate in a non-settlement  
11 context; (c) Defendants' liability.

12 5. The Court appoints and designates Plaintiff Karl Beck as Class Representative for the  
13 Class Members.

14 6. The Court appoints and designates William R. Restis of The Restis Law Firm, P.C.  
15 as Class Counsel for the Class Members. Class Counsel are located at the following address:

16 William R. Restis, Esq.  
17 The Restis Law Firm, P.C.  
18 402 West Broadway, Suite 1520  
19 San Diego, CA 92101  
20 (619) 270-8383  
21 support@restislaw.com

22 7. The Court approves, as to form and content, the proposed Class Notice, attached as  
23 Exhibits A (Long-Form Notice) and B (Short-Form Notice) to the Agreement, and accordingly  
24 directs the Administrator to disseminate Class Notice in the form and manner described in the  
25 Settlement Agreement and this Preliminary Approval Order.

26 8. In accordance with the schedule set forth below, the Administrator is directed to  
27 establish a website at <http://www.PLPCCsettlement.com> (the "Settlement Website") to provide  
28 information regarding the Settlement, including (a) how to file Exclusion Requests or object to the  
Settlement, (b) relevant dates and deadlines, including the Notice Response Deadline, Final  
Approval Hearing Date, and the date that Patronage Distribution Credits will be available for

1 redemption at the PLPCC if the Settlement becomes Final; and (c) copies of the following  
2 documents: Plaintiff's Complaint, Defendants' Answer, the Settlement Agreement, Plaintiff's  
3 Preliminary Approval Motion and supporting documents, this Preliminary Approval Order,  
4 Plaintiff's Fee and Cost Application and supporting documents (when filed), Motion for Final  
5 Approval and supporting documents (when filed), and Final Order and Judgment (when filed).

6 9. The Court hereby directs the Administrator to provide the approved Class Notice and  
7 Settlement Website to the Class Members in accordance with the schedule below and using the  
8 procedures set forth in the Agreement.

9 10. The Court finds that the Class Notice and Settlement Website is the best means  
10 practicable of providing notice under the circumstances and when completed shall constitute due  
11 and sufficient notice of the Action, the Settlement, and the Final Approval Hearing to all persons  
12 affected by and/or authorized to participate in the Settlement in full compliance with California  
13 Rules of Court 3.766 and 3.769, and the requirements of due process.

14 11. The provisions of the Agreement relating to the Class Notice, exclusion from the  
15 Settlement, and objection to the Settlement, are deemed incorporated as if expressly set forth in this  
16 Preliminary Approval Order and have the full force and effect of an Order of this Court.

17 12. The Court appoints and designates The Notice Company, Inc. as the Administrator.

18 13. Defendant PLPCC shall pay to the Administrator all reasonable costs associated with  
19 the administration of the Settlement, distribution of Class Notice pursuant to the Agreement, and  
20 any other tasks assigned to the Administrator by the Agreement, by the parties' mutual agreement  
21 in writing, or by this Court.

22 14. The COURT orders the following schedule as set forth in the Motion:

23 a. No later than **DATE 7 DAYS AFTER PRELIMINARY APPROVAL**, the  
24 PLPCC shall provide a full and complete Class Member list, including name, mailing address and  
25 electronic email address, if available, to the Administrator.

26 b. No later than **DATE 21 DAYS AFTER PRELIMINARY APPROVAL**, the  
27 Administrator shall launch the Settlement Website with the Long-Form Notice and disseminate the  
28 Short-Form Notice.

1 c. No later than DATE 21 DAYS AFTER PRELIMINARY APPROVAL, Class  
2 Counsel shall file their Fee and Cost Application with the Court and provide it to the Administrator  
3 to be promptly posted on the Settlement Website.

4 d. All objections must be filed with the Court and served on Class Counsel and  
5 Defendants' Counsel in accordance with the Agreement on or before DATE 66 DAYS AFTER  
6 PRELIMINARY APPROVAL.

7 e. All requests for exclusion must be submitted to the Administrator by email or  
8 U.S. Mail on or before DATE 66 DAYS AFTER PRELIMINARY APPROVAL in accordance with  
9 the Agreement.

10 f. No later than DATE 78 DAYS AFTER PRELIMINARY APPROVAL  
11 Defendants shall file with the Court the Administrator's Declaration of Compliance with Class  
12 Notice, and a list of the names and addresses of Class Members that have submitted Exclusion  
13 Requests.

14 g. No later than DATE 78 DAYS AFTER PRELIMINARY APPROVAL,  
15 Defendants' Counsel shall file with the Court copies of any written objections received from Class  
16 Members that were not properly filed with the Court.

17 h. No later than DATE 85 DAYS AFTER PRELIMINARY APPROVAL, Class  
18 Counsel shall file the Class Representative's Motion for Final Approval.

19 15. A Final Approval Hearing shall be held before this Court on DATE 99 DAYS  
20 AFTER PRELIMINARY APPROVAL, at TIME, in Department C-73 of the San Diego Superior  
21 Court, 330 West Broadway, San Diego, California 92101, to determine all necessary matters  
22 concerning the Agreement, including whether the proposed Settlement is fair, reasonable, and  
23 adequate, whether this Court should grant final approval, whether there should be any Fee and  
24 Expense Award and/or Incentive Award, and the amounts of any such awards.

25 16. Class Counsel, Defendants, and the Administrator are directed to carry out their  
26 obligations under the Agreement.

27 ///

28 ///

1 **IT IS SO ORDERED**

2  
3 DATED: \_\_\_\_\_

\_\_\_\_\_  
4 Hon. Joel R. Wohlfeil  
5 JUDGE OF THE  
6 SAN DIEGO SUPERIOR COURT  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT 2





## William R. Restis

### EDUCATION

- ❖ *U. San Diego School of Law*, J.D., 2006
- ❖ *James Madison College*, Michigan State University, B.A. 2002 (*Dean's List*)

### BAR ADMISSIONS

- ❖ California 2006

### COURT ADMISSIONS

- ❖ Southern District of California
- ❖ Northern District of California
- ❖ Central District of California
- ❖ Eastern District of California
- ❖ Ninth Circuit Court of Appeals
- ❖ California Fourth District Court of Appeals
- ❖ California Supreme Court

For over a decade, I have been litigating complex, multi-district, and multi-party class actions. I have recovered over two hundred million dollars in value for class members and clients, and changed the law to help protect them.

I founded The Restis Law Firm, P.C. in 2017. Prior to founding RLF, I represented investors and consumers at San Diego's oldest class action law firm, Finkelstein & Krinsk LLP.

In addition to class actions, I also practice other forms of complex litigation. This includes representing whistleblowers before the Department of Justice and Securities and Exchange Commission.

I also served as general counsel for two technology start-ups, and am a longtime board member of a highly successful non-profit.

I am currently Lead Counsel or co-counsel to Lead Counsel in the following cases:

✚ *In re Tezos Securities Litigation*, No. 3:17-cv-06779-RS (N.D. Cal.) (challenging whether "Initial Coin Offering" of cryptocurrency was an illegal offer and sale of securities in violation of the Securities Act of 1933) (Co-Counsel to Court appointed Lead Counsel)

✚ *Faasse et al. v. Coinbase, Inc.*, No. 3:18-cv-01382-JD (N.D. Cal.) (challenging Coinbase's ability to keep Bitcoin that was sent from Coinbase users to third parties but was never claimed) (Lead Counsel)

Notable past cases that I was either lead attorney or had significant involvement include:

✚ *Blevins v. Capital Alliance Group*, No. 2:18-cv-364-EAS-KAJ (S.D. Ohio) (won dismissal of TCPA class action within 4 months) (Lead Counsel for defendant)

A handwritten signature in black ink, appearing to read 'The Restis Law Firm, P.C.', is positioned above a horizontal line.

🏠 *Northrup v. Capital Alliance Group*, No. 8:18-cv-23-JLS-DFM (C.D. Cal.) (won dismissal of TCPA class action within 8 months) (Lead Counsel for defendant)

🏠 *Hahn v. Massage Envy Franchising LLC*, No. 3:12-cv-000153 (S.D. Cal.) (nationwide settlement with 75% restitution of class members' lost prepaid massages valued by experts between \$179-\$225 million). In *Massage Envy*, I won every motion, and established complete liability to the class on *plaintiff's* motion for summary judgment. 2014 WL 5100220 (S.D. Cal. Sept. 25, 2014). In doing so, the Court adopted my proposed extension of California's doctrines on unconscionability, liquidated damages and franchisor liability that have since been relied upon by several courts.

🏠 *Sanai v. BMW of North America*, No. 2:12-cv-06105 (D.N.J.) (nationwide settlement recovering lost warranty and 100% reimbursement of repair costs valued by expert at \$12.8 million)

🏠 *Derry v. Jackson Nat'l Insurance Co.*, No. 4:12-cv-1380 (N.D. Cal.) (California settlement recovering \$11.2 million in annuity surrender charges, and reducing future surrender charges)

🏠 *Klien v. Walgreen Company et al.*, No. GIC 795254 (S.D. Sup. Ct.) (California class settlement prohibiting pharmacies from using medical information for marketing)

🏠 *Utility Consumers Action Network v. Albertsons, Inc. et al.*, No. GIC830069 (S.D. Sup. Ct.) (California class settlement prohibiting pharmacies from using medical information for marketing)

🏠 *Scherer v. Tiffany and Company, Co.*, 3:11-cv-00532 (S.D. Cal.) (class action settlement providing free Tiffany's merchandise)

🏠 *Austin v. Michaels Stores Inc.*, No. 37-2011-00085906 (S.D. Sup. Ct.) (class action settlement providing free merchandise)

🏠 *Saratoga Advantage Trust v. ICG, Inc. et al.*, No. 2:08-cv-00011 (S.D.W. Va.) (\$1.4 million securities class action settlement)

---

