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6 Attorneys for Defendants
7 Point Loma Patients Consumer Cooperative,
8 Golden State Greens, LLC, Far West Management, LLC
Far West Operating, LLC, and Far West Staffing, LLC

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
12/09/2020 at 09:59:00 AM
Clerk of the Superior Court
By E- Filing, Deputy Clerk

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

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

14 Plaintiff,

15 vs.

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

23 Defendants.
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CASE NO. 37-2017-00037524-CU-BT-CTL

**DECLARATION OF ADAM KNOPF
REGARDING DEFENDANTS' FIRST
QUARTER OF SECOND YEAR
ACCOUNTING OF PATRONAGE
DISTRIBUTION CREDITS (JULY 24, 2020-
NOVEMBER 22, 2020) AND NOTICE OF
EXHAUSTION OF SETTLEMENT FUND**

Judge: Hon. Joel Wohlfeil
Dept.: 73

1 I, Adam Knopf, declare as follows:

2 1. I am a defendant in this action, am over the age of 18, and have personal
3 knowledge of the facts stated in this declaration, except as to those facts stated upon information
4 and belief, which facts I believe to be true. If called as a witness, I would testify competently
5 thereto. I make this declaration as the Chief Executive Officer and President for defendant
6 PLPCC, on behalf of all Defendants, and as required pursuant to the Amended Stipulation and
7 Settlement Agreement (“Agreement”) Section 3(1)(c), (d), and (f).

8 2. On July 23, 2019, pursuant to Section 3(1)(c) of the Agreement, PLPCC made
9 Patronage Distribution Credits available for Settlement Class members to redeem for free or
10 discounted products. PLPCC made the Patronage Distributions Credits available for Settlement
11 Class members for 12 months (July 23, 2019 through July 23, 2020). Pursuant to Section
12 3(1)(a)(i) of the Agreement, \$600,480 is allocated for Patronage Distribution Credits to
13 Settlement Class Members.

14 3. As of July 23, 2020, Settlement Class members had redeemed \$76,790.30 in
15 Patronage Distribution Credits, leaving \$523,689.70 of the \$600,480 Settlement Fund.

16 4. Pursuant to Section 3(1)(d), PLPCC must exhaust the \$523,689.70 Settlement
17 Fund by July 24, 2021, by crediting \$5.00 toward each purchase.

18 5. In order to ensure PLPCC exhausts the remaining Settlement Fund, PLPCC will be
19 offering larger credits toward PLPCC customer purchases as it is concerned that on a \$5.00 per
20 transaction basis, it will not exhaust the Settlement Fund by July 24, 2021.

21 6. As of November 22, 2020, PLPCC has exhausted the entire Settlement Fund,
22 having paid out the remaining \$523,689.70 in the first quarter of the second year.

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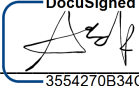
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7. Defendants make this declaration pursuant to Section 3(1)(f) of the Settlement Agreement to notify the Court and Class Counsel that the Settlement Fund has been exhausted and Defendants obligations pursuant to the Settlement Agreement have concluded.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Dated: December 8, 2020

DocuSigned by:

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Adam Knopf