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8 Plaintiff in Propria Persona
9 and Attorney for Plaintiffs
10 Amy Sherlock, Minors T.S.
11 and S.S.

12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF SAN DIEGO, CENTRAL DIVISION

14 AMY SHERLOCK, an individual and on behalf of
15 her minor children, T.S. and S.S., ANDREW
16 FLORES, an individual;

17 Plaintiffs,

18 v.

19 GINA M. AUSTIN, an individual; AUSTIN
20 LEGALGROUP, a professional corporation,
21 LARRY GERACI, an individual, REBECCA
22 BERRY, an individual; JESSICA MCELFRISH,
23 an individual; SALAM RAZUKI, an individual;
24 NINUS MALAN, an individual; FINCH,
25 THORTON, AND BAIRD, a limited liability
26 partnership; ABHAY SCHWEITZER, an individual
27 and dba TECHNE; JAMES (AKA JIM) BARTELL,
28 an individual; NATALIE TRANG-MY NGUYEN,
an individual; AARON MAGAGNA, an individual;
BRADFORD HARCOURT, an individual;
SHAWN MILLER, an individual; LOGAN
STELLMACHER, an individual; EULENTHIAS
DUANE ALEXANDER, an individual; STEPHEN
LAKE, an individual, ALLIED SPECTRUM, INC.,
a California corporation, PRODIGIOUS
COLLECTIVES, LLC, a limited liability company,
and DOES 1 through 50, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/17/2024 at 10:54:00 AM

Clerk of the Superior Court
By E- Filing, Deputy Clerk

Case No.: 37-2021-0050889-CU-AT-CTL

AFFIDAVIT OF TIFFANY KNOPF IN
SUPPORT OF PLANTIFFS' MOTION TO
VACATE VOID JUDGMENT

Hearing Date: May 31, 2024

Hearing Time: 9:00 AM

Judge: Mangione

Courtroom: 75

Related Case: 37-2022-00000023-CU-MC-CTL

AFFIDAVIT OF TIFFANY KNOPF

I, Tiffany Knopf, do hereby attest as follows:

1. I am over the age of eighteen and am a resident of the County of San Diego, California. The facts set forth herein are true and correct as of my own personal knowledge or belief. If called upon to testify, I could and would competently testify as to them.
2. This affidavit is limited to the facts set forth and cannot be deemed an admission, denial or purposeful omission of other known, material and interconnected facts that are not set forth.
3. I make this affidavit in support of any litigation brought forth by or related to Amy Sherlock and her children, T.S. and S.S. (collectively, the “Sherlock Family”), Darryl Cotton or any other parties concerning litigation arising from or related to the application and/or ownership of cannabis businesses acquired through the legal services of attorney Gina M. Austin and her law firm, the Austin Legal Group (“ALG”). More specifically, applications for their clients (principals) who are barred by law from owning cannabis businesses and who acquire cannabis businesses by having ALG submit applications for the necessary permits and licenses in the name of third parties (agents) and in which neither ALG discloses their true clients and beneficial owners of the permits/licenses applied for and the agents do not disclose their agency with their respective principals (the “Strawman Practice”).
4. In other words, and simply stated, that ALG is helping its clients that are prohibited by law from owning and operating cannabis businesses to do so unlawfully via the Strawman Practice. Thus, thereby circumventing mandatory background checks with local and state law enforcement agencies enacted specifically to prevent parties like ALG’s clients with a history of engaging in unlicensed commercial cannabis activity and violence from owning and operating businesses.

Background

5. In July 2010, I met Adam Knopf. Adam was divorced with four children, and I was a single mother with a single son. At the time Adam was operating a medical marijuana dispensary pursuant to a one-year permit issued by the City of San Diego known as Point Loma Patients Association (“PLPA”). At that time, Adam was a charismatic man and I believed him to be an ambitious and kind man. We began dating in January 2011 and were married in September 2012.
6. When I first met Adam, he and Sergio Burga co-owned PLPA, which was initially located in a storefront at 3045 Rosecrans Street Suite 214, San Diego, CA 92110, which started operations in 2009.
7. In 2011, PLPA received a notice from the City of San Diego that they were unpermitted and had to cease operations and ordered to shut down. This City action resulted in the dissolution of the PLPA partnership between Adam and Sergio, but Adam continued to operate PLPA from other locations on his own and he did so on a for-profit basis while alleging that he was doing so on a nonprofit basis.
8. On February 10, 2014, Adam purportedly resigned as President and Vice-President of PLPA naming James Jennings as President and Secretary and Heidi Rising as Vice-President and Treasurer. Attached hereto as **Exhibit A** as a true and correct copy of the Resignation with proof he never really resigned.
9. On April 22, 2014, Adam entered into a joint venture with Michael “Biker” Sherlock and United Patients Consumer Cooperative (“UPCC”) with the goal of acquiring a dispensary permit at 8863 Balboa Avenue, Suite E, San Diego, CA 92123. Attached hereto as **Exhibit B** is a true and correct copy

of the Agreement Regarding Partnership for Operation of Medical Marijuana Consumer Cooperatives by and between Michael and Adam.

10. On July 23, 2014, Adam had a new UPCC Statement of Information (SOI) filed with the State that included, as Adam's representative, my brother, Shannon Snyder, acting as the Secretary for UPCC. A true and correct copy of that SOI is attached hereto as **Exhibit C**.
11. My brother never agreed to act as a representative and did not execute that SOI. Attached hereto as **Exhibit D** is a true and correct copy of an affidavit by my brother attesting to that.
12. In 2014 Adam and I began the application process for a conditional use permit to operate a dispensary at 3452 Hancock Street, San Diego, CA 92110 that came to be called Point Loma Patients Consumer Cooperative ("PLPCC") (and which was later rebranded as Golden State Greens ("GSG")).
13. Adam and I were listed as the Directors of PLPCC as reflected in the Articles of Incorporation dated April 24, 2014. A true and correct copy of which is attached hereto as **Exhibit E**.
14. Adam hired attorney Gina M. Austin and her law firm, ALG, to prepare the application and represent us in the application process. He also hired building designer Abhay Schweizer and political lobbyist James Bartell to work on, and lobby for the approval of the application for the permit for PLPCC with the City of San Diego.
15. Pursuant to Austin and Adam's representations to me, I believed I could not be named on the application as an owner or manager of PLPCC because there could only be one applicant and that applicant was Adam. I also believed Austin's representations that I could not lawfully be on any type of application paperwork that reflected I was an owner or manager of the PLPCC permit applied for and granted.
16. On December 3, 2014, the Hearing Officer for the City of San Diego approved the application for PLPCC at the 3452 Hancock Street location (Hearing Officer Report No. HO-14-072).
17. On March 9, 2015, the City of San Diego filed a complaint against PLPA, Heidi Rising as an officer of PLPA, and Karen S. Sherman as the owner of the property located at 2830 Lytton Street, San Diego, California at which PLPA was maintaining a medical cannabis dispensary without the appropriate permits in violation of the San Diego Municipal Code (SDMC). The case was presided over by Judge Joel Wohlfeil. Attached hereto as **Exhibit F** is a true and correct copy of the complaint against PLPA (Case No. 37-2015-00007923-CU-MC-CTL).
18. On May 27, 2015, the parties to the PLPA lawsuit entered into a stipulated judgment in which PLPA admitted that it had been "maintaining a marijuana dispensary;" PLPA was sanctioned with civil monetary fines; and ordered to not operate or maintain a dispensary anywhere in the City without the required permits per the San Diego Municipal Code (SDMC) or in violation of the Health and Safety Code. The party that signed on behalf of PLPA was Rising. Attached hereto as **Exhibit G** is a true and correct copy of this Stipulated Judgment.
19. Adam was not named in the PLPA lawsuit brought forth by the City of San Diego. Adam completely owned and operated PLPA on a for-profit basis and used Rising as a strawman. At no point was Rising ever the owner of PLPA or have an ownership interest in PLPA.
20. Adam also fraudulently used my brother's partner, James Jennings as his President replacement in PLPA without his knowledge or consent. Attached hereto as **Exhibit H** as a true and correct copy of the Jennings affidavit.

21. Jennings was not named in the PLPA lawsuit.
22. In August 2015, Adam and I opened PLPCC. With the primary exceptions of accounting and ordering from vendors, I worked in most aspects of the dispensary, including the hiring and training of staff, marketing, and dealing with customers. The dispensary was and is highly lucrative, with most months bringing in over a million dollars in sales a month. I was the one who created the name Golden State Greens after we consulted with a marketing professional who said that PLPCC was too long and not “catchy” enough and rebranded.
23. In sum, up to this point, I met Adam, we married, I supported him including by taking care of his children, and we started a cannabis business together. However, after we were married Adam became increasingly emotionally, mentally, physically, and financially abusive as the dispensary became ever more profitable. In short, Adam literally became drunk on power with the millions that were being made from the cannabis businesses and the accompanying political power he wielded via highly reputable attorneys, professionals and lobbyists, believing he was immune to any consequences for his actions.
24. Attached hereto as **Exhibit I** are text messages from Adam in which he threatens and abuses me, including by writing: “You’re a dumb bitch. I should beat your ass so ya get it”; “... you’re a fake ass bitch with fake ass money trying to take half a man’s hard-working money because you can’t control your fucking mouth or your son you fucking loser”; and alleging that I am trying to “steal” half of “his” business.
25. I first filed for divorce in February 2021, but I dismissed the proceeding because Adam begged me to do so saying that divorce exposing our financial records in litigation would jeopardize our business interests and would “ruin” us financially.
26. By June 2021, Adam’s physical and emotional abuse had reached new heights. I had discovered that Adam, in anticipation of divorce, had started transferring numerous assets out of his name or acquiring assets in the name of other parties and entities. When I confronted Adam with this, he told me “I was on a need-to-know basis” and demanded that I sign documents without reviewing them or understanding them. I refused on multiple occasions and that would then lead to conflict between us. As I have now come to learn, Adam would simply forge my signature when I would not acquiesce.
27. I refiled for divorce in June 2021 and had Adam served in January of 2022. Since our divorce proceedings have begun, Adam has made me look like a mentally unstable woman making unfounded accusations against him. Adam has taken the position in our divorce proceedings that GSG makes little or no money, which is a clear and blatant lie. GSG has always made close to or over a million dollars a month, entirely in cash.
28. During the course of the divorce proceedings, I have discovered that Adam, along with his legal counsel, attorney Austin and his CPA/CFO accountant Justus “Judd” Henkes, have fabricated evidence, filed tax returns with false information and fabricated financial records all in an attempt to make it appear that the dispensary makes very little profit.
29. Adam is able to fabricate the poor financial performance of the dispensary for a few reasons. First and foremost because the vendor for the point-of-sale system (POS) at Golden State Greens is 3KeyMedia that operates as Cannabis Cloud. Cannabis cloud was founded and owned by Gary Strahle (“Strahle”) and Adam with each having a 50% ownership interest! In other words, Adam owns the business that is supposed to track sales at the GSG, but that just means he manipulates the records of the sales to reflect

alleged poor performance and thereby keep the profits generated in cash, defraud the IRS of taxes due, and minimize what the value of my 50% is.

30. In our divorce proceedings, Adam claims that he is no longer the owner of 3KeyMedia/Cannabis Cloud and that he was bought out by Strahle. This is false. I have a witness, who told me that they were present when Strahle and Adam were on a call with Gina. Strahle and Adam told her that they needed to hide Adam's ownership interest in 3KeyMedia because of our divorce proceedings. However, this witness is afraid to come forward because of the wealth and political power that Adam wields via ALG and Bartell with City and State government officials, including law enforcement officials and judges. (I and numerous other people are aware that Austin and numerous of her clients have engaged in criminal acts, that the Sherlock Family and other parties have tried to vindicate their rights in the justice system, but to date the State and Federal courts have found that Austin is not committing a crime via the Strawman Practice.)
31. In support of my attestations that Adam is manipulating the financial data to hide the profits earned at GSG, attached hereto as **Exhibits J, K and L** are, respectively, the affidavits of Alexis Bridgewater, Lauren Houston, and Teresa Porkolab.
32. Bridgewater, Houston and Porkolab were employees of Adam, and their attestations describe their firsthand accounts of the numerous criminal activities undertaken by Adam at both licensed and unlicensed dispensaries. These criminal activities include the acquisition of cannabis from unlicensed growers and fabricating the financial records to create false sales reports.

Divorce Discovery

33. At some point in 2015 Adam introduced me to Michael "Biker" Sherlock. Biker came to our home several times as they were partnering up to create cannabis businesses. On a few occasions, Adam and I also went to the Sherlock Family's home, where we met Amy Sherlock and her children.
34. On or around July 18, 2023, during my divorce proceedings, Adam's business relationship with Michael Sherlock and Full Circle, LLC arose.
35. After Michael and Full Circle arose, I was reminded of Amy Sherlock, and I decided to reach out to her. I came across Amy's Justice4Amy.org website and read about the ongoing litigation the Sherlock Family has with ALG. Thereafter, I communicated with Amy and learned about Austin's Strawman Practice for Adam and her other clients including Lawrence Geraci, Salam Razuki, and others who are scared to come forward given the history of judgments against anybody who seeks judicial relief against Austin/ALG.
36. Notably, it was discovered that Adam paid ALG for its legal work for the Full Circle venture from the proceeds of PLPCC. Attached hereto as **Exhibit M** is a true and correct copy of one of the billing statements by ALG for Full Circle legal work.
37. I don't claim to understand all of the legal or factual issues that are part of the litigation brought forth by the Sherlock Family and Darryl Cotton, but in speaking with them about their issues I believe that the Sherlock Family was defrauded of the two dispensaries that Michael had acquired. It is my understanding that Michael allegedly committed suicide because he was "broke" and that hours before he passed away he allegedly signed away the two dispensaries to his business partners, Stephen Lake and Bradford Harcourt, or that the permits were transferred from Michael to Amy and then from Amy to Lake, Harcourt, Bowden, Razuki and/or Malan.

38. The alleged reason for Michael’s alleged suicide is on its face absurd – that he was depressed because he was broke while owning \$14,000,000 in assets - and cannot be contemplated as being credible under any scenario. To anyone with even an elementary understanding of the cannabis industry in the City of San Diego, which has limited the number of dispensaries to a maximum of thirty-six, they would immediately know that such allegation not only makes no sense, but that anyone who makes that allegation is doing so in bad faith and is motivated by an improper purpose. Permits for dispensaries are worth millions because they can make millions and there are less than 36 potentially available in the City of San Diego.

39. In fact, attached hereto as **Exhibit N** is a true and correct copy of a transcript of attorney Gina Austin testifying before Judge Eddie Sturgeon setting forth the minimum value of a cannabis compliant real property, even if not granted a permit or license to operate, as **\$7,000,000**. In Austin’s own words:

Austin: I, from an expert’s opinion, I have to say that the sale of dispensaries in San Diego County is not relevant to whether they’re operating or not. If they were doing a lot of revenue, at least a million a month, there would be a premium on it. But the most recent dispensary, that hadn’t even opened yet, doesn’t—hasn’t finished its entitlement and hasn’t built out, sold for 7 million, your Honor.

Court: I assume it’s the license that’s valuable.

Austin: The license is what’s valuable, your Honor.

Court: And the last one sold for how much?

Austin: Seven million.

40. In addition to the absurdity that someone would commit suicide because they were allegedly broke while owning two licenses worth at least \$14,000,000, I believe the Sherlock Family that they were defrauded of those dispensaries via forged documents because Adam and Gina have done the exact same thing to me.

41. During our divorce proceedings, Adam provided a document in which I allegedly executed on March 4, 2015, in which I allegedly resigned from PLPCC and left 100% of my ownership interest to Adam. Attached hereto as **Exhibit O** is a true and correct copy of my alleged resignation.

42. I never signed that document. It was forged by Adam and Austin.

43. I would never have gifted my ownership interest in the dispensary to Adam for any reason. The value of the business was created by Adam and myself together and I would never “give” him my ownership interests for no consideration.

44. In learning about the Sherlock Family’s litigation arising from the Strawman Practice and the related cannabis laws, there are several facts that came immediately to mind about Gina, her clients and associates that are set forth below:

- a. At no point has Adam operated any dispensary as a nonprofit. As set forth above, even his first licensed dispensary with Sergio was operated for profit.
- b. Adam and Full Circle paid invoices by ALG for legal work done for Full Circle for services provided during the time that Adam and Michael were partnered.

- c. Over the course of years, I was with Adam when weekly payments between \$10,000 to \$20,000 in cash were made to James Bartell as our political lobbyist, some of which were to pay for Bartell's services and others were to be used to bribe City of San Diego officials in pay-to-play agreements for preferable treatment in the issuance of cannabis permits. Austin and Henkes were at most of these meetings and this was explicitly and openly discussed.
 - d. Henkes has always had an ownership interest in PLPCC/GSG and knows that Adam engaged in illegal commercial sales of cannabis.
 - e. Adam, Austin and Henkes use confidentiality language for the sole purposes of hiding unlawful activities, manipulating financial data and denying those with an interest in company assets the clear opportunity to determine real and accurate entity values as well as the overall financial condition of these multitude shell entities that operate and manage the licensed entities.
45. As set forth above, PLPA entered into a stipulated judgment admitting that they had operated an unpermitted dispensary in March 2015. But Adam was not named in the judgement.
46. In our divorce proceedings Adam could not admit to owning and operating PLPA because then that would mean that he was operating an illegal dispensary, and he acquired the PLPCC permit pursuant to a fraudulent application in which he used Rising as a strawman to take the fall for him. To be clear, at no point was Adam ever not the owner and operator of PLPA.
47. In January 2022, in a series of text messages I had with Adam, he admits that he has always been the sole owner of PLPA, and he alleges that it was the origin of PLPCC and therefore that I do not deserve my 50% interest in PLPCC. Attached hereto as **Exhibit P** are true and correct copies of those text messages. The messages include the following language from Adam:
- "I've owned the business [PLPA] since 2009...until the City made me change it to a consumer cooperative in 2015 that did not change anything other than a name change...whoever is poisoning your brain when I find out they are going to feel the wrath I guess I'll just print out your phone list here and find out who's attacking my wife...It's all in the database in the state at the IRS and many other locations ...I never had a red shop I was probably 215 compliant with the state the only problem was the city didn't have their zoning together so we were allow to open up wherever we wanted. Once the zoning was put into place we applied accordingly with the same entity. 100% the same [PLPA and PLPCC] business."*
48. These statements by Adam contradict his alleged resignation from PLPA on February 10, 2014, and mean that he was barred from owning a dispensary under State law that went into effect on January 1, 2016, and that would have barred his ownership of a dispensary for three years from the date of the PLPA stipulated judgment pursuant to then in effect California Business & Professions Code § 19323.
49. In sum, I know that Austin has knowingly aided Adam in acquiring secret undisclosed interests in multiple dispensaries throughout California and outside California with the millions in cash generated from PLPCC/Golden State Greens dispensary. They are simultaneously engaging in tax fraud and evasion and money laundering.
50. Adam and Gina even used my family members as "strawmen" to effectuate some of these transactions telling me that I could not have permits or licenses issued in my name because I was married to Adam and he was already on the GSG permit.

51. In mid-2023, I learned that Adam turned down a \$36,000,000 offer for GSG.
52. Yet, this very month, March 2024, Adam attempted to sell GSG for \$4,000,000. This is a strawman sale to a partner of Adam. By selling the property for \$4,000,000, he will be able to prevent me from owning 50% of the business and simultaneously establish a low valuation via a purported third-party impartial sale. Fortunately, the family court judge just blocked the sale of GSG.

Current State of Litigation and Events

53. It is my understanding that third-party forensic experts having reviewed the crime scene evidence and reports as well as an affidavit provided by Mr. Phil Zamora, a former manager at the Balboa dispensary, all attest to Biker having not committed suicide but was instead murdered.¹
54. For the reasons set forth above, as well as my understanding of Gina and other parties in the cannabis industry, including Adam, I personally believe that Michael was murdered and that he did not in fact, hours before allegedly committing suicide, sign away over \$14,000,000 in assets to his business partners and deprive his family of those assets. Based on my interactions with Michael at his home, he deeply loved his family and was an enormously happy and outgoing person.
55. Based on my years of marriage with Adam and my interactions with Gina, Abhay, Bartell, Henkes, dozens of employees, cannabis businesses partners and associates, and many others, coupled with what I now understand the law to be, I believe that Gina and her clients comprise a criminal organization. A criminal organization whose goal is to profit from the sales of cannabis by first pretending to do so on a nonprofit basis but is actually doing so on a for-profit basis and by fabricating financial statements in order to not pay taxes on the millions in dollars that are generated in cash.
56. I also believe that they will go to any length to remove anyone who stands in the way of their earning more profit or who might threaten to expose their criminal activities. They are singularly driven by money and power, and they are masters at making other people appear to be emotionally and mentally unstable. For years Adam and Gina have always relied on Gina's legal sword to break other people financially and emotionally. Gina also uses her connections within the City of San Diego and other cities in the County of San Diego, notably the City of Chula Vista to manipulate these processes on behalf of her clients.
57. I am ready, willing, and able to join the Sherlock Family, Cotton and attorney Andrew Flores in their antitrust cause of action against Gina, Adam and their agents/partners. But I am afraid.
58. I am afraid because even though the Strawman Practice appears to me to be clearly and indisputably criminally illegal – selling and profiting from the sale of drugs pursuant to a license issued in the name of someone else – the Sherlock Family and other parties have failed to convince the State and Federal courts that it is in fact a criminal practice.

¹ The Armourous Report @ https://www.justice4amy.org/wp-content/uploads/2023/02/22-11-30_Armourous-Trent-James-Investigative-Report-re-Michael-Sherlock-w-Exhibits.pdf

The Roder Report @ https://www.justice4amy.org/wp-content/uploads/2023/02/23-12-28_Michael-Biker-Sherlock-Report-with-Animations.pdf

The Zamora Affidavit @ https://www.justice4amy.org/wp-content/uploads/2023/02/23-03-17_Zamora-Declaration.pdf

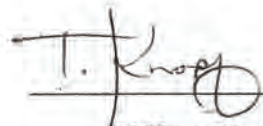
59. This is unbelievable. I have been informed and believe that numerous parties have made numerous attempts over the years with various law enforcement agencies to do something about this, but that they do not because these agencies allege that they do not have the power to contradict the judgments and orders issued by judges that say the Strawman Practice is lawful or that indirectly find that it is a lawful activity because the courts are not enforcing the law by stopping it.
60. The origin of my fear arises from my understanding that Judge Joel Wohlfeil stated that Austin and attorneys representing Austin's clients, who had been sanctioned like PLPA for operating illegal dispensaries, are friends with him and that he stated that he does not believe that Austin or that the attorneys representing Austin's clients are capable of engaging in criminal acts because he has known them for years from their practice before him in other cases and from his practice as an attorney before he became a judge. That does not seem impartial to me, and it is my understanding that no federal or state judge has addressed these statements by Judge Wohlfeil.
61. On October 6, 2017, in *KARL BECK v. PLPCC ET AL* Adam and others were named in a class action complaint by a medical patient client ("Beck") of PLPCC for not having paid back members for any monies left over in the medical cannabis non-profit which was required distribution to be paid back to the patients. As I've stated previously, Adam, Henkes and Austin never treated any of his medical cannabis dispensaries as not for profit entities. This lawsuit simply exposes it. Attached hereto as **Exhibit Q** as a true and correct copy of Case No. 37-2017-00035424-CU-BT-CTL
62. On June 28, 2019, Judge Joel R. Wohlfeil issued an order granting plaintiffs settlement in which Patronage Distribution monies were approved. Attached hereto as **Exhibit R** as a true and correct copy of that Settlement Order.
63. In his August 24, 2020, Declaration, Adam states that as of July 23, 2020, Settlement Class members had redeemed \$76,790.30 in Patronage Distribution Credits, leaving \$523,689.70 of the \$600,480 Settlement Fund. Attached hereto as **Exhibit S** is a true and correct copy of the Adam Knopf Declaration.
64. In his December 9, 2020. Declaration, Adam states that as of November 22, 2020 PLPCC has exhausted the entire Settlement Fund, having paid out the remaining \$523,689.70 in the first quarter of the second year, offering no record proof as to how the fund was now "exhausted" from his previous Declaration just 4 months earlier. Attached hereto as **Exhibit T** is a true and correct copy of that Declaration.
65. I am afraid because I do not understand how it is possible for judges to not know that the Strawman Practice is criminal. Amy Sherlock owes thousands of dollars for having brought forth claims based on the Strawman Practice being criminally illegal. If I bring forth suit to vindicate my rights against Austin, Adam and their organization, will I also lose and owe similar amounts exercising my First Amendment Right to petition for redress because Austin, Bartell and their wide network of attorneys and lobbyists are cozy with certain federal and state judges? That appears to me to be an absurd proposition, but as I understand it, that is exactly what has happened to the Sherlocks, Flores and Cotton. Neither I, nor the parties I have consulted with, can make better arguments than those that have already been made my multiple attorneys in multiple cases over the course of years and I do not want to end up like what has happened to them.
66. Lastly, I am afraid because it is my understanding that a third-party forensic expert has determined that Michael was murdered and that he did not in fact commit suicide. For the reasons set forth above, as well as my understanding of Gina and other parties in the cannabis industry, including Adam, I believe

that Michael was murdered and that he did not in fact, hours before allegedly committing suicide, sign away over \$14,000,000 in assets to his business partners and deprive his family of that wealth. Michael loved his family based on my interactions with him and his family at his home.

Conclusion

67. I do not claim to understand the totality of the issues raised by the litigation arising from or related to ALG's use of the Strawman Practice as a legal service to parties like Geraci, Razuki and Adam. But what I do know is that any litigation in which Gina and/or attorneys from her law firm are involved in, their clients, or in which Bartell or Henke are allegedly impartial third parties, that such cannot be trusted to reach an honest result if it is premised on the notion that Austin and ALG and its agents/partners are unwilling to fabricate evidence, documents, or suborning and submitting perjured statements and sworn testimony to the courts.

I declare under penalty of perjury according to the laws of the State of California that the statements made herein are true and correct. Executed on April 12, 2024.



Tiffany Knopf

Note: For Notary, See Attached CA All

Purpose Ack. For TIFFANY KNOPF

JURAT

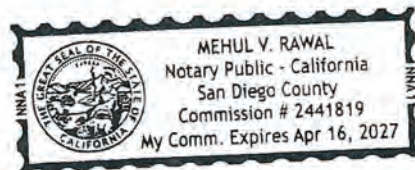
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on
this 12 day of APRIL, 20 24
by TIFFANY KNOPF

proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Mehul V Rawal



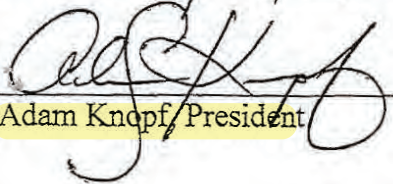
(Seal)

EXHIBIT A

**RESIGNATION OF ADAM KNOPF AS PRESIDENT AND VICE-PRESIDENT
OF POINT LOMA PATIENTS ASSOCIATION**

I, ADAM KNOPF, hereby tender my resignation as President and as Vice-President of Point Loma Patients Association, effective immediately and, in the absence of a Governing Board of the Association, hereby appoints James Jennings, as my successor as President and Secretary and, Heidi Rising as the Vice-President and Treasurer.

DATED: 2/10/14


Adam Knopf, President

U.S. Corporation Income Tax Return

For calendar year 2014 or tax year beginning _____, 2014, ending _____

2014

Information about Form 1120 and its separate instructions is at www.irs.gov/form1120.

<p>Check if:</p> <p>1 a Consolidated return (attach Form 851) <input type="checkbox"/></p> <p>b Life/nonlife consolidated return <input type="checkbox"/></p> <p>2 Personal holding co. (attach Sch PH) <input type="checkbox"/></p> <p>3 Personal service corp (see instrs) <input type="checkbox"/></p> <p>4 Schedule M-3 attached <input type="checkbox"/></p>	<p>TYPE OR PRINT</p>	<p>Name POINT LOMA PATIENTS ASSOCIATION</p> <p>Number, street, and room or suite number. If a P.O. box, see instructions. 5666 LA JOLLA BLVD # 155</p> <p>City or town, state, or province, country and ZIP or foreign postal code LA JOLLA CA 92037</p>	<p>B Employer identification number 80-0463010</p> <p>C Date incorporated 08/01/2009</p> <p>D Total assets (see instructions) \$ 85,603.</p>
<p>E Check if: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change</p>			

I N C O M E	1 a Gross receipts or sales	1 a	2,787,715.	
	b Returns and allowances	1 b		
	c Balance. Subtract line 1b from line 1a			1 c 2,787,715.
	2 Cost of goods sold (attach Form 1125-A)			2 1,606,760.
	3 Gross profit. Subtract line 2 from line 1c			3 1,180,955.
	4 Dividends (Schedule C, line 19)			4
	5 Interest			5
	6 Gross rents			6
	7 Gross royalties			7
	8 Capital gain net income (attach Schedule D (Form 1120))			8
	9 Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)			9
10 Other income (see instructions — attach statement)			10	
11 Total income. Add lines 3 through 10			11 1,180,955.	
F O R D E D U C T I O N S S E E I N S T R U C T I O N S	12 Compensation of officers (see instructions — attach Form 1125-E)			12 218,885.
	13 Salaries and wages (less employment credits)			13 93,442.
	14 Repairs and maintenance			14 8,964.
	15 Bad debts			15
	16 Rents			16 60,700.
	17 Taxes and licenses			17 82,337.
	18 Interest			18
	19 Charitable contributions			19
	20 Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)			20 3,784.
	21 Depletion			21
	22 Advertising			22 105,238.
	23 Pension, profit-sharing, etc, plans			23
	24 Employee benefit programs			24
	25 Domestic production activities deduction (attach Form 8903)			25
	26 Other deductions (attach statement) See Other Deductions Statement			26 605,841.
	27 Total deductions. Add lines 12 through 26			27 1,179,191.
	28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11			28 1,764.
T X, C R S, A N D R E F U N D A B L E	29 a Net operating loss deduction (see instructions)	29 a	1,764.	
	b Special deductions (Schedule C, line 20)	29 b		
	c Add lines 29a and 29b			29 c 1,764.
30 Taxable income. Subtract line 29c from line 28 (see instructions)			30 0.	
31 Total tax (Schedule J, Part I, line 11)			31	
32 Total payments and refundable credits (Schedule J, Part II, line 21)			32 0.	
33 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>			33	
34 Amount owed. If line 32 is smaller than the total of lines 31 and 33, enter amount owed			34	
35 Overpayment. If line 32 is larger than the total of lines 31 and 33, enter amount overpaid			35 0.	
36 Enter amount from line 35 you want: Credited to 2015 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>			36	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer: _____ Date: _____ Title: **DIRECTOR**

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Print/Type preparer's name **JUSTUS H. HENKES IV** **Preparer's signature** *JUSTUS H HENKES IV* **Date** **9/13/15**

Check self-employed if **PTIN** **P01445253**

Firm's name **JUSTUS H. HENKES IV, INC.** **Firm's EIN** **46-1886680**

Firm's address **7742 HERSCHEL AVE STE K** **LA JOLLA CA 92037** **Phone no.** **(619) 384-8875**

Schedule C Dividends and Special Deductions
(see instructions)

	(a) Dividends received	(b) Percentage	(c) Special deductions (a) x (b)
1 Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock)		70	
2 Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock)		80	
3 Dividends on debt-financed stock of domestic and foreign corporations		see instructions	
4 Dividends on certain preferred stock of less-than-20%-owned public utilities		42	
5 Dividends on certain preferred stock of 20%-or-more-owned public utilities		48	
6 Dividends from less-than-20%-owned foreign corporations and certain FSCs		70	
7 Dividends from 20%-or-more-owned foreign corporations and certain FSCs		80	
8 Dividends from wholly owned foreign subsidiaries		100	
9 Total. Add lines 1 through 8. See instructions for limitation			
10 Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11 Dividends from affiliated group members		100	
12 Dividends from certain FSCs		100	
13 Dividends from foreign corporations not included on lines 3, 6, 7, 8, 11, or 12			
14 Income from controlled foreign corporations under subpart F (attach Form(s) 5471)			
15 Foreign dividend gross-up			
16 IC-DISC and former DISC dividends not included on lines 1, 2, or 3			
17 Other dividends			
18 Deduction for dividends paid on certain preferred stock of public utilities			
19 Total dividends. Add lines 1 through 17. Enter here and on page 1, line 4. ▶			
20 Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on page 1, line 29b ▶			

Schedule J Tax Computation and Payment (see instructions)

Part I – Tax Computation

1	Check if the corporation is a member of a controlled group (attach Schedule O (Form 1120))	<input type="checkbox"/>	
2	Income tax. Check if a qualified personal service corporation (see instructions)	<input type="checkbox"/>	2
3	Alternative minimum tax (attach Form 4626)		3
4	Add lines 2 and 3		4
5a	Foreign tax credit (attach Form 1118)	5 a	
5b	Credit from Form 8834 (see instructions)	5 b	
5c	General business credit (attach Form 3800)	5 c	
5d	Credit for prior year minimum tax (attach Form 8827)	5 d	
5e	Bond credits from Form 8912	5 e	
6	Total credits. Add lines 5a through 5e		6
7	Subtract line 6 from line 4		7
8	Personal holding company tax (attach Schedule PH (Form 1120))		8
9a	Recapture of investment credit (attach Form 4255)	9 a	
9b	Recapture of low-income housing credit (attach Form 8611)	9 b	
9c	Interest due under the look-back method – completed long-term contracts (attach Form 8697)	9 c	
9d	Interest due under the look-back method – income forecast method (attach Form 8866)	9 d	
9e	Alternative tax on qualifying shipping activities (attach Form 8902)	9 e	
9f	Other (see instructions – attach statement)	9 f	
10	Total. Add lines 9a through 9f		10
11	Total tax. Add lines 7, 8, and 10. Enter here and on page 1, line 31.		11

Part II – Payments and Refundable Credits

12	2013 overpayment credited to 2014		12
13	2014 estimated tax payments		13
14	2014 refund applied for on Form 4466		14
15	Combine lines 12, 13, and 14		15
16	Tax deposited with Form 7004		16
17	Withholding (see instructions)		17
18	Total payments. Add lines 15, 16 and 17		18
19	Refundable credits from:		
19a	Form 2439	19 a	
19b	Form 4136	19 b	
19c	Form 8827, line 8c	19 c	
19d	Other (attach statement – see instructions)	19 d	
20	Total credits. Add lines 19a through 19d		20
21	Total payments and credits. Add lines 18 and 20. Enter here and on page 1, line 32		21

Schedule K Other Information (see instructions)

1	Check accounting method	a <input type="checkbox"/> Cash	b <input checked="" type="checkbox"/> Accrual	c <input type="checkbox"/> Other (specify) ▶	Yes	No	
2	See the instructions and enter the:						
a	Business activity code no. ▶	446190					
b	Business activity ▶	SALES					
c	Product or service ▶	MEDICAL SUPPLIES					
3	Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group?						X
	If 'Yes,' enter name and EIN of the parent corporation ▶						
4	At the end of the tax year:						
a	Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If 'Yes,' complete Part I of Schedule G (Form 1120) (attach Schedule G)						X
b	Did any individual or estate own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If 'Yes,' complete Part II of Schedule G (Form 1120) (att Schedule G)						X

Schedule K Other Information *continued* (see instructions)

				Yes	No
5 At the end of the tax year, did the corporation:					
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation not included on Form 851 , Affiliations Schedule? For rules of constructive ownership, see instructions If 'Yes,' complete (i) through (iv) below.					X
(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock		
b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions If 'Yes,' complete (i) through (iv) below.					X
(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Country of Organization	(iv) Maximum Percentage Owned in Profit, Loss, or Capital		
6 During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? (See sections 301 and 316.) If 'Yes,' file Form 5452 , Corporate Report of Nondividend Distributions. If this is a consolidated return, answer here for the parent corporation and on Form 851 for each subsidiary					X
7 At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of (a) the total voting power of all classes of the corporation's stock entitled to vote or (b) the total value of all classes of the corporation's stock? For rules of attribution, see section 318. If 'Yes,' enter: (i) Percentage owned ▶ _____ and (ii) Owner's country ▶ _____ (c) The corporation may have to file Form 5472 , Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter the number of Forms 5472 attached ▶ _____					X
8 Check this box if the corporation issued publicly offered debt instruments with original issue discount <input type="checkbox"/> If checked, the corporation may have to file Form 8281 , Information Return for Publicly Offered Original Issue Discount Instruments.					
9 Enter the amount of tax-exempt interest received or accrued during the tax year ▶ \$ _____					
10 Enter the number of shareholders at the end of the tax year (if 100 or fewer) ▶ _____					
11 If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here <input type="checkbox"/> If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3) must be attached or the election will not be valid.					
12 Enter the available NOL carryover from prior tax years (do not reduce it by any deduction on line 29a.) ▶ \$ _____ 2,517.					
13 Are the corporation's total receipts (page 1, line 1a, plus lines 4 through 10) for the tax year and its total assets at the end of the tax year less than \$250,000? If 'Yes,' the corporation is not required to complete Schedules L, M-1, and M-2. Instead, enter the total amount of cash distributions and the book value of property distributions (other than cash) made during the tax year ▶ \$ _____					X
14 Is the corporation required to file Schedule UTP (Form 1120), Uncertain Tax Position Statement (see instructions)? If 'Yes,' complete and attach Schedule UTP.					X
15a Did the corporation make any payments in 2014 that would require it to file Form(s) 1099?				X	
b If 'Yes,' did or will the corporation file required Forms 1099?				X	
16 During this tax year, did the corporation have an 80% or more change in ownership, including a change due to redemption of its own stock?					X
17 During or subsequent to this tax year, but before the filing of this return, did the corporation dispose of more than 65% (by value) of its assets in a taxable, non-taxable, or tax deferred transaction?					X
18 Did the corporation receive assets in a section 351 transfer in which any of the transferred assets had a fair market basis or fair market value of more than \$1 million?					X

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash		11,817.		41,397.
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories		15,930.		16,760.
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement) Ln 6 Stmt.		3,328.		8,348.
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	17,848.		17,848.	
b	Less accumulated depreciation		17,848.		17,848.
11a	Depletable assets				
b	Less accumulated depletion				
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
14	Other assets (attach statement) . . . Ln 14 Stmt.		1,250.		1,250.
15	Total assets		50,173.		85,603.
Liabilities and Shareholders' Equity					
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach stmt) . . Ln 18 Stmt.		42,349.		77,958.
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock: a Preferred stock				
	b Common stock				
23	Additional paid-in capital				
24	Retained earnings — Approp (att stmt)				
25	Retained earnings — Unappropriated		7,824.		7,645.
26	Adjmt to shareholders' equity (att stmt)				
27	Less cost of treasury stock				
28	Total liabilities and shareholders' equity		50,173.		85,603.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return

Note: The corporation may be required to file Schedule M-3 (see instructions).

1	Net income (loss) per books	-179.	7	Income recorded on books this year not included on this return (itemize):	
2	Federal income tax per books	0.		Tax-exempt interest \$	
3	Excess of capital losses over capital gains				
4	Income subject to tax not recorded on books this year (itemize):				
5	Expenses recorded on books this year not deducted on this return (itemize):		8	Deductions on this return not charged against book income this year (itemize):	
a	Depreciation \$		a	Depreciation . \$ 3,784.	
b	Charitable contributions . \$		b	Charitable contribns \$	
c	Travel & entertainment . \$ 5,727.				
		5,727.			3,784.
6	Add lines 1 through 5	5,548.	9	Add lines 7 and 8	3,784.
			10	Income (page 1, line 28) — line 6 less line 9	1,764.

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)

1	Balance at beginning of year	7,824.	5	Distributions a Cash	
2	Net income (loss) per books	-179.		b Stock c Property	
3	Other increases (itemize):		6	Other decreases (itemize):	
4	Add lines 1, 2, and 3	7,645.	7	Add lines 5 and 6	
			8	Balance at end of year (line 4 less line 7)	7,645.

Form **1125-A**

(Rev December 2012)

Department of the Treasury
Internal Revenue Service

Cost of Goods Sold

▶ Attach to Form 1120, 1120-C, 1120-F, 1120S, 1065, or 1065-B.
▶ Information about Form 1125-A and its instructions is at www.irs.gov/form1125a.

OMB No. 1545-2225

Name POINT LOMA PATIENTS ASSOCIATION	Employer identification number 80-0463010
--	---

1 Inventory at beginning of year	1	15,930.
2 Purchases	2	1,607,590.
3 Cost of labor	3	
4 Additional section 263A costs (attach schedule)	4	
5 Other costs (attach schedule)	5	
6 Total. Add lines 1 through 5	6	1,623,520.
7 Inventory at end of year	7	16,760.
8 Cost of goods sold. Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return (see instructions)	8	1,606,760.

9 a Check all methods used for valuing closing inventory:

- (i) Cost
- (ii) Lower of cost or market
- (iii) Other (Specify method used and attach explanation) . . . ▶

b Check if there was a writedown of subnormal goods ▶

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶

d If the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO **9d** |

e If property is produced or acquired for resale, do the rules of section 263A apply to the entity (see instructions)? Yes No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If 'Yes,' attach explanation Yes No

BAA For Paperwork Reduction Act Notice, see instructions. Form **1125-A** (Rev 12-2012)

CLIENT COPY

(B)

ORDINANCE NUMBER O- 20043 (NEW SERIES)

DATE OF FINAL PASSAGE APR 27 2011

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 2, DIVISION 13 OF THE SAN DIEGO MUNICIPAL CODE BY RENAMING DIVISION 13 TO "MEDICAL MARIJUANA REGULATIONS: PATIENTS AND CAREGIVERS," AMENDING SECTIONS 42.1301 AND 42.1302; REPEALING SECTIONS 42.1303, 42.1304, 42.1305, 42.1306 AND 42.1307; AMENDING AND RENUMBERING SECTION 42.1308 TO SECTION 42.1303; REPEALING SECTIONS 42.1309, 42.1310, 42.1311, AND 42.1312; AND AMENDING AND RENUMBERING SECTION 42.1313 TO SECTION 42.1304, AND BY AMENDING CHAPTER 4, ARTICLE 2, BY ADDING A NEW DIVISION 15, TITLED "MEDICAL MARIJUANA CONSUMER COOPERATIVES," AND ADDING NEW SECTIONS 42.1501, 42.1502, 42.1503, 42.1504, 42.1505, 42.1506, 42.1507, 42.1508, 42.1509, 42.1510, 42.1511, 42.1512, AND 42.1513 ALL RELATING TO MEDICAL MARIJUANA REGULATIONS FOR QUALIFIED PATIENTS, CAREGIVERS, AND MEDICAL MARIJUANA CONSUMER COOPERATIVES.

WHEREAS, on October 6, 2009, the City Council created a citizen advisory task force known as the Medical Marijuana Task Force (MMTF) for the purpose of recommending guidelines for patients and caregivers, the structure and operation of collectives and cooperatives, and police enforcement related to medical marijuana; and

WHEREAS, the MMTF produced two reports, one addressing land use and zoning issues dated November 12, 2009, and one addressing regulations outside of land use and zoning dated April 21, 2009; and

WHEREAS, on May 26, 2010, the Public Safety and Neighborhood Services Committee directed the City Attorney to prepare an ordinance incorporating the MMTF recommendations for regulations outside land use and zoning, to add a requirement that all cooperatives organize

- (1) fails to provide their fingerprints to the City; or
 - (2) has been convicted of a *violent felony* or crime of moral turpitude within the past seven years.
- (d) The cost of the fingerprinting and attendant background check shall be borne by the *responsible person*.

§ 42.1508 Cooperatives—Verification and Documentation

- (a) *Responsible persons* shall ensure that all transactions involving money, in-kind contributions, reimbursements, *reasonable compensation*, and *marijuana* are fully documented, including documenting each member's contribution of labor, resources, or money to the *medical marijuana consumer cooperative*, and the source of their *marijuana*.
- (b) Upon the City's request, *responsible persons* for the *medical marijuana consumer cooperative* shall provide to the City an audit of its operations for the previous calendar year, completed and certified by an independent certified public accountant in accordance with generally accepted auditing and accounting principles.

§ 42.1509 Cooperatives—Not-for-Profit

Responsible persons shall ensure that:

- (a) No *medical marijuana consumer cooperative* operates for profit for itself or its members. Cash and in-kind contributions, reimbursements, and *reasonable compensation* provided by members towards the *medical marijuana consumer cooperative's* actual expenses for the growth,

Return of Organization Exempt From Income Tax

2014

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2014 calendar year, or tax year beginning **2014**, and ending **20**

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization: _____
 Doing business as _____
 Number and street (or P.O. box if mail is not delivered to street address) _____ Room/suite _____
 City or town, state or province, country, and ZIP or foreign postal code _____

D Employer identification number _____
E Telephone number _____
G Gross receipts \$ _____

F Name and address of principal officer: _____
H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. (see instructions)
H(c) Group exemption number ▶ _____

I Tax-exempt status: 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶ _____

K Form of organization: Corporation Trust Association Other ▶ _____
L Year of formation: _____
M State of legal domicile: _____

Part I Summary

1 Briefly describe the organization's mission or most significant activities: _____

2 Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a) **3** _____

4 Number of independent voting members of the governing body (Part VI, line 1b) **4** _____

5 Total number of individuals employed in calendar year 2014 (Part V, line 2a) **5** _____

6 Total number of volunteers (estimate if necessary) **6** _____

7a Total unrelated business revenue from Part VIII, column (C), line 12 **7a** _____

b Net unrelated business taxable income from Form 990-T, line 34 **7b** _____

		Prior Year	Current Year
Revenue	8 Contributions and grants (Part VIII, line 1h)		
	9 Program service revenue (Part VIII, line 2g)		
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)		
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		
	14 Benefits paid to or for members (Part IX, column (A), line 4)		
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		
	16a Professional fundraising fees (Part IX, column (A), line 11e)		
	b Total fundraising expenses (Part IX, column (D), line 25) ▶		
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)		
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)			
19 Revenue less expenses. Subtract line 18 from line 12			
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)		
	22 Net assets or fund balances. Subtract line 21 from line 20		

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer _____ Date _____

Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check if self-employed PTIN _____

Firm's name ▶ _____ Firm's EIN ▶ _____

Firm's address ▶ _____ Phone no. _____

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No



QUARTERLY CONTRIBUTION RETURN AND REPORT OF WAGES (CONTINUATION)



009C0111

Page number 1 of 2

REMINDER: File your DE 9 and DE 9C together. You must FILE this report even if you had no payroll, complete Items C and O.

YR 14 QTR 4

QUARTER ENDED **Dec 31, 2014**

DUE Jan 1, 2015

DELINQUENT IF NOT POSTMARKED OR RECEIVED BY **Feb 2, 2015**

EMPLOYER ACCOUNT NO.

308-5143-0

Point Loma Patients Association
3650 Clairemont Drive, Suite 10
San Diego CA 92117

DO NOT ALTER THIS AREA

P I C T S W A
EFFECTIVE DATE
Mo: Day Yr. WIC

A. EMPLOYEES full-time and part-time who worked during or received pay subject to UI for the payroll period which includes the 12th of the month.

1st Mo. 2nd Mo. 3rd Mo.
13 13 13

B. Check this box if you are reporting ONLY Voluntary Plan Disability Insurance wages on this page. Report Personal Income Tax (PIT) Wages and PIT Withheld, if appropriate. (See instructions for Item B.) C. NO PAYROLL

D. SOCIAL SECURITY NUMBER	E. EMPLOYEE NAME (FIRST NAME)	(M.I.) (LAST NAME)	F. TOTAL SUBJECT WAGES	G. PIT WAGES	H. PIT WITHHELD
573-35-6057	Adam	Knopf	150000.00	150000.00	8200.00
568-37-8553	Tiffany	Knopf	21346.16	21346.16	1476.07
567-95-6138	Christine	L Bordenave	5027.50	5027.50	0.00
607-36-7788	Mary	E Stewart	4733.50	4733.50	0.00
034-76-8820	Matthew	A Freeman	8147.13	8147.13	173.10
506-19-0338	Heidi	K Rising	11895.00	11895.00	442.03
615-00-9552	Hannah	G Steria	6291.00	6291.00	7.86
I. TOTAL SUBJECT WAGES THIS PAGE	J. TOTAL PIT WAGES THIS PAGE	K. TOTAL PIT WITHHELD THIS PAGE	207440.29	207440.29	10299.06
L. GRAND TOTAL SUBJECT WAGES	M. GRAND TOTAL PIT WAGES	N. GRAND TOTAL PIT WITHHELD	0.00	0.00	0.00

O. I declare that the information herein is true and correct to the best of my knowledge and belief.

Signature _____ Title **Director** Phone **(619)886-4251** Date _____
(Owner, Accountant, Preparer, etc.)

MAIL TO: State of California / Employment Development Department / P.O. Box 989071 / West Sacramento CA 95798-9071



EXHIBIT B

**AGREEMENT REGARDING PARTNERSHIP FOR OPERATION
OF MEDICAL MARIJUANA CONSUMER COOPERATIVES**

This **AGREEMENT REGARDING PARTNERSHIP FOR OPERATION OF MEDICAL MARIJUANA CONSUMER COOPERATIVES** (this "AGREEMENT") is made this 22nd day of April, 2014, by and between POINT LOMA PATIENTS CONSUMER COOPERATIVE ("PLPCC"), by and through Adam Knopf, President, and UNITED PATIENTS CONSUMER COOPERATIVE (UPCC), by and through, Michael D. Sherlock, Vice-President (hereinafter referred to collectively as the "PARTIES").

RECITALS

A. **WHEREAS**, the PARTIES desire to enter into this AGREEMENT for the purposes of joining together to develop their Consumer Cooperative entities and to assist each other with the operations of their entities.

B. **WHEREAS**, the PARTIES desire to enter into this Agreement regarding the sharing/splitting of the costs, expenses and proceeds resulting from the operation of the Consumer Cooperative entities, all on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASE OF BUILDINGS.

PLPCC agrees to purchase the building located at 8863 Balboa Avenue, Suite "E", San Diego, CA, 92123 using their own investment monies, said building and Consumer Cooperative to be operated under the name of the UNITED PATIENTS CONSUMER COOPERATIVE. UPCC agrees to purchase the building located at 8861 Balboa Avenue, Suite B, San Diego, CA 92123, using their own investment monies, said building and Consumer Cooperative to be operated under the name of UPCC and will support both UPCC and PLPCC, in regards to medicinal product and related product requirements.

2. CONTRIBUTIONS BY PARTIES

The PARTIES agree that both PARTIES will split and share the costs associated with obtaining and processing the required Conditional Use Permit-Process 3 (CUP), necessary under the recently enacted City of San Diego Ordinance for the property located at 8863 Balboa Avenue, Suite "E", San Diego, CA 92123. The PARTIES understand and agree that PLPCC and Mr. Knopf have incurred additional costs and fees related to efforts to obtain a CUP at other possible properties and PLPCC and Mr. Knopf

will continue to be responsible for those costs and fees associated with those certain other properties. Any and all costs associated with obtaining any other permits necessary for the operation of UPCC and the Balboa Avenue properties will be split and shared by the PARTIES.

The PARTIES further agree that any and all proceeds/compensation resulting from the operation of both properties by and on behalf of the PARTIES' Consumer Cooperatives will be split equally in 50% shares by the PARTIES.

3. NOTICES.

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of personal service, when mailed by first-class mail, postage prepaid, addressed to the party at the addresses provided below. Either party may change that party's address for these purposes by giving written notice of the change to the other party in the manner provided in this Section. All notices to be given pursuant to this Agreement shall be given to the parties at the following respective addresses:

To PLPCC: Adam Knopf
San Diego, CA
Telephone: 619-886-4251

To UPCC: Michael D. Sherlock
F5666 La Jolla Blvd., Suite 15,
San Diego, CA 92037
Telephone 619-851-5403

4. ENTIRE AGREEMENT.

This Agreement, and the Exhibits attached hereto, represents the entire Agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both the Lender and Borrowers.

5. BINDING EFFECT.

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties to this Agreement; provided, however, that nothing contained in this Section shall be construed as a consent by Lender to any assignment of this Agreement or any interest in this Agreement by Borrowers.

6. WAIVER.

No waiver by any party at any time of any breach or any provision of this Agreement shall be deemed a waiver or breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

7. GOVERNING LAW.

This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed in the Superior Court of California, County of San Diego.

8. ATTORNEYS FEES.

If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as determined by the Court (or if applicable, the arbitrator).

9. TIME OF ESSENCE.

Time is of the essence with respect to all matters contained in this Agreement.

10. INVALIDITY OF ANY PROVISION.

If any provision (or any portion of any provision) of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the terms of this Agreement, the legality, validity and enforceability of the remaining provisions (or the balance or each provision) shall not be affected thereby.

Executed on April 22, 2014, at San Diego, California.

PLPCC:


ADAM KNOPF, Pres.

UPCC:

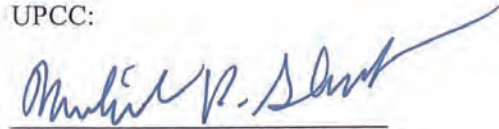

MICHAEL D. SHERLOCK, Vice-Pres.

EXHIBIT C



**State of California
Secretary of State**

N

Statement of Information

97 DV

(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: \$20.00. If this is an amendment, see instructions.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California

JUL 23 2014

1. CORPORATE NAME

UNITED PATIENTS CONSUMER COOPERATIVE

2. CALIFORNIA CORPORATE NUMBER

3667892

21/20/14

This Space for Filing Use Only

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
8863 Balboa Ave., Suite E	San Diego	CA	92123
4. MAILING ADDRESS OF THE CORPORATION	CITY	STATE	ZIP CODE
8863 Balboa Ave., Suite E	San Diego	CA	92123

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Michael D. Sherlock	5666 La Jolla Blvd., Suite 15	La Jolla	CA	92037
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Shannon Snyder	8863 Balboa Ave. Suite E	San Diego	CA	92123
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Richard P. Melograno	8863 Balboa Ave., Suite E	San Diego	CA	92123

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS	Michael D. Sherlock		
9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
5666 La Jolla Blvd., Suite 15	La Jolla	CA	92037

Common Interest Developments

10. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

7/8/14 Michael D. Sherlock Pres.

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

EXHIBIT D

AFFIDAVIT OF SHANNON SNYDER

1 I, Shannon Snyder:

2 1. I am over the age of eighteen years old and was, during the events described herein, a resident of
3 the County of San Diego, California.

4 2. The facts set forth are true and correct as of my own personal knowledge or belief.

5 3. This affidavit is limited to the facts set forth herein and should not be deemed an omission, or
6 waiver of other known material facts that are closely related to those set forth herein.

7 4. I am the brother of Tiffany Knopf, wife of Adam Knopf.

8 5. I have never had a business relationship, of any kind, with either Adam or Tiffany Knopf.

9 6. I am in a long-time committed relationship with James Jennings.

10 7. On or about December 15, 2015, I received a phone call from Adam Knopf asking me if I would
11 agree to be a "place holder" for a Conditional Use Permit (CUP) at a dispensary he had an interest in at
12 8863 Balboa Avenue.

13 8. This was to be a non-compensated officer position and only required I provide him with my SSN
14 to secure the Permittee spot per the City's requirements as he could not be named on multiple CUP's.

15 9. I agreed and provided Adam with my SSN on the condition that it would not be used in any type
16 of illegal-unlicensed cannabis activities.

17 10. In early 2016, Gina did follow up with Adam's call to tell formalize my position as President and
18 Permittee.

19 11. After several days of considering what this meant to me, I called Gina back and told her to take
20 my name off any documents that had been used in the CUP transfer as I wished no further involvement.

21 12. It was several weeks later that Tiffany informed me that Michael "Biker" Sherlock, the Permittee
22 at 8863 Balboa Avenue had died of an apparent suicide on December 2, 2015. While feeling sorry for
23 Biker I was very relieved I had not participated.

24 I declare under penalty of perjury according to the laws of the State of California, that the statements
25 made herein are true and correct. Executed on November 10, 2023.

26
27 ★ SEE ATTACH JURAT

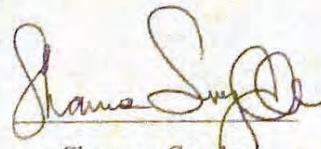
28

Shannon Snyder

EXHIBIT E

3669504

FILED
Secretary of State
State of California

DSM
Te

APR 24 2014

**ARTICLES OF INCORPORATION OF
POINT LOMA PATIENTS CONSUMER COOPERTIVE CORPORATION**

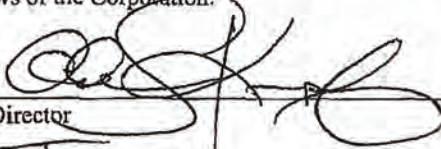
ARTICLE 1. The name of the Corporation is the POINT LOMA PATIENTS CONSUMER COOPERATIVE CORPORATION.

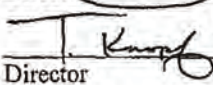
ARTICLE 2. This Corporation is a cooperative corporation organized under the California Consumer Cooperative Corporation Law. The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

ARTICLE 3. The name and address in the State of California of this Corporations' initial agent for service of process is Adam Knopf, 2188 Balfour Ct., San Diego, CA 92109.

The initial street and mailing address for this Corporation is 3452 Hancock Street, San Diego, CA 92110.

ARTICLE 4. The voting rights of each member of the Corporation are equal, and each member is entitled to vote. The proprietary interests of each member of the Corporation are unequal, and the rules by which the proprietary interests are determined shall be prescribed in the Bylaws of the Corporation.



Director


Director

EXHIBIT F

1 JAN I. GOLDSMITH, City Attorney
MARLEA DELL'ANNO, Assistant City Attorney
2 JON D. DWYER, Chief Deputy City Attorney
California State Bar No. 233123
3 Office of the City Attorney
Community Justice Division/Code Enforcement Unit
4 1200 Third Avenue, Suite 700
San Diego, California 92101-4103
5 Telephone: (619) 533-5500
Fax: (619) 533-5696
6 jdwyer@sandiego.gov

7 Attorney for Plaintiff

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SAN DIEGO

10 CITY OF SAN DIEGO, a municipal
corporation,

11 Plaintiff,

12 v.

13 POINT LOMA PATIENTS ASSOCIATION, a
14 California unincorporated association;
HEIDI RISING, as an individual, as manager,
15 and as vice president of POINT LOMA
16 PATIENTS ASSOCIATION;
KAREN S. SHERMAN, an individual; and
17 DOES 1 through 50, inclusive,

18 Defendants.

Case No. 37-2015-00007923-CU-MC-CTL

UNLIMITED JURISDICTION

COMPLAINT FOR INJUNCTION,
CIVIL PENALTIES, AND OTHER
EQUITABLE RELIEF

19
20 Plaintiff City of San Diego, appearing through its attorney, Jan I. Goldsmith, City
21 Attorney, and by Jon D. Dwyer, Deputy City Attorney, acting on information and belief, alleges
22 as follows:

23 **JURISDICTION AND VENUE**

24 1. Plaintiff City of San Diego, by this action and pursuant to San Diego Municipal Code
25 (SDMC) sections 12.0202 and 121.0311, and California Code of Civil Procedure section 526,
26 seeks to enjoin Defendants from using or maintaining a property in violation of the SDMC and
27 California Health and Safety Code (Health and Safety) as alleged in this Complaint, and seeks a
28 preliminary injunction and permanent injunction prohibiting Defendants from operating or

FILED
CIVIL BUSINESS OFFICE 8
CENTRAL DIVISION
No. Rec. 0018 6103

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CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA
Clerk of the Superior Court

MAR 09 2015

1 maintaining a marijuana dispensary, cooperative, collective, or other distribution or sales
2 business at 2830 Lytton Street, San Diego, California (PROPERTY), or anywhere in the City of
3 San Diego without all required permits; and also seeks to obtain civil penalties, costs and other
4 equitable relief for the Defendants' violations of law.

5 2. The omission or commission of acts and violations of law by Defendants as alleged in
6 this Complaint occurred within the City of San Diego, State of California. Each of the Defendants
7 at all times mentioned in this Complaint has transacted business within the City of San Diego or
8 are residents of San Diego County, within the State of California, or both.

9 3. The property where the business acts and practices described in this Complaint is
10 located in the City of San Diego.

11 **THE PARTIES**

12 4. At all times mentioned in these pleadings, Plaintiff City of San Diego, was and is a
13 municipal corporation and a chartered city, organized and existing under the laws of the State of
14 California.

15 5. Defendants KAREN S. SHERMAN (SHERMAN) is an owner of record of the
16 PROPERTY where the acts described in this Complaint occurred, pursuant to the Grant Deed
17 filed with the County Recorder's Office on July 25, 2007.

18 6. Defendant SHERMAN maintained a marijuana dispensary at the PROPERTY.

19 7. Defendant SHERMAN will sometimes be referred to independently and sometimes as
20 "PROPERTY OWNER."

21 8. The PROPERTY OWNER is a "Responsible Person"¹ within the meaning of SDMC
22 section 11.0210 for maintaining violations of the SDMC at the PROPERTY. As property owner,
23 Defendant SHERMAN is strictly liable for all code violations occurring at the PROPERTY per
24 SDMC section 121.0311.

25

26 _____
27 ¹ SDMC section 11.0210 defines "Responsible Person" as "[a] person who a Director determines
28 is responsible for causing or maintaining a public nuisance or a violation of the Municipal Code or
applicable state codes. The term "Responsible Person" includes but is not limited to a property owner,
tenant, person with a Legal Interest in real property or person in possession of real property."

1 San Diego County Recorder's Grant Deed document No. 2007- 0497400, recorded July 25, 2007.

2 The legal description of the parcel is:

3 Lot 11 and the Northwesterly 30 feet of Lot 12, lying parallel to the
4 Southeasterly Line of Lot 11, in block 6 of Bayside Country Club
5 Estates Unit No.1, in the City of San Diego, County of San Diego,
6 State of California, according to Map thereof No. 2009, filed in the
7 office of the County Recorder of San Diego County, March 31,
8 1927. EXCEPTING THEREFROM that portion on said land
conveyed to the State of California by Deed dated March 4, 1942,
and recorded in Book 1357, page 75 of Official Records. More
commonly known as 2820 and 2830 Lytton Street, San Diego CA
92110.

9 16. The Grant Deed lists "KAREN S. SHERMAN" as a joint tenant with right of
10 survivorship.

11 17. The PROPERTY is located in the Commercial Neighborhood: CN-1-2 zone in the
12 City of San Diego.

13 **FACTUAL ALLEGATIONS**

14 18. SDMC sections 131.0520, 131.0522, and corresponding Table 131-05B, list the
15 permitted uses and activities in the CN-1-2 zone where the PROPERTY is located. The operation
16 or maintenance of a marijuana dispensary, collective, or cooperative is expressly prohibited under
17 those regulations.

18 19. On or about October 24, 2014, the City of San Diego's Development Services
19 Department, Code Enforcement Division (CED), received a complaint a marijuana dispensary
20 was operating at the PROPERTY in close proximity to St. Charles Borromeo Academy in
21 violation of local zoning laws.

22 20. On or about November 4, 2014, the San Diego Police Department, Narcotics Street
23 Team, sent Detective Macawili and Detective Hernandez undercover to the PROPERTY to
24 purchase marijuana.

25 21. When they went to the PROPERTY there was no signage to identify the business.
26 There were security cameras on the exterior of the building. Detectives Macawili and Hernandez
27 entered the building and were greeted by a heavysset adult female receptionist. Detective Macawili
28 and Detective Hernandez informed the receptionist they were new clients and handed the

1 receptionist marijuana recommendations and identifications. The receptionist handed the
2 detectives forms to fill out. Once the detectives finished filling out the forms, the receptionist led
3 them to the product room in the rear of the building to purchase marijuana.

4 22. Inside the product room, Detective Macawili observed the room was approximately
5 20' x 30' in size. Detective Macawili observed approximately six glass display cabinets making
6 an "L" shape. The cabinets contained approximately two dozen glass jars with loose marijuana.
7 Each jar had a label that identified the strain name. The lids of the jars were color-coded to
8 differentiate the prices. Inside the display cabinets, there were also marijuana edibles, marijuana
9 waxes, marijuana oils in pre-loaded syringes for Vape use, and smoking paraphernalia for sale.
10 Behind one display case was a computer and an active surveillance monitor with six camera
11 screens displayed. There were two "bud tenders," an adult male and female.

12 23. The female sold Detective Hernandez \$20 worth of an indica strain of marijuana, and
13 Detective Macawili \$20 worth a marijuana strain labeled "Sour Diesel." Detective Hernandez
14 also received a free pre-rolled marijuana cigarette and edible (peanut butter square), and
15 Detective Macawali received a free pre-rolled marijuana cigarette and edible (brownie square)
16 because they were "new customers."

17 24. Detectives Macawili and Hernandez left the PROPERTY and transported the items to
18 San Diego Police Headquarters. They photographed the items before impounding them in the
19 SDPD Headquarters Property Room.

20 25. On or about November 14, 2014, Land Development Investigator, Rowdy Sperry
21 (Sperry) and Land Development Investigator, Cameron Clark (Clark) went to the PROPERTY to
22 investigate the marijuana dispensary operating in violation of local zoning laws. Sperry and Clark
23 drove by the PROPERTY and did not observe any activity outside the PROPERTY. The
24 windows were tinted in a heavy dark color. While they stood outside the PROPERTY, Sperry and
25 Clark could smell the odor of marijuana coming from the PROPERTY.

26 26. On February 10, 2015, at approximately 1:58 p.m., Sperry accompanied Senior Land
27 Development Investigator Leslie Sennett (Sennett) and Clark to further inspect the PROPERTY
28 for continued use as a marijuana dispensary. The exterior of the PROPERTY appeared the same,

1 and while walking toward the door, Sperry smelled a strong odor of marijuana emanating from
2 the marijuana dispensary.

3 27. A sign on the front door directed Sperry to the rear of the PROPERTY where he
4 entered through a second door on the east wall of the PROPERTY. The odor of marijuana in the
5 lobby was very potent. Sperry observed a security camera on the west wall of the lobby.

6 28. There was a form entitled "Executing Document" on a table in the lobby identifying
7 the marijuana dispensary related to the form as "Point Loma Patients Association." The
8 "Executing Document" repeatedly referred to "medical marijuana" obtained by or through "Point
9 Loma Patients Association." Sperry also saw a plaque at the reception window identifying "Point
10 Loma Patients Association."

11 29. RISING, identifying herself as the manager of POINT LOMA PATIENTS denied
12 Sperry any further entry to inspect the remainder of the PROPERTY. Given his observations
13 Sperry believed that "Point Loma Patients Association" remained in operation at the PROPERTY
14 as a marijuana dispensary.

15 30. On February 10, 2015, City Attorney Investigator Constance Johnson (Johnson)
16 researched "Point Loma Patients Association" on the internet, and found a phone number for
17 "Point Loma Patients Association" of (619) 226-2308. He called that number and had a
18 conversation with a woman who confirmed that Johnson was speaking to "Point Loma Patients
19 Association," and that "Point Loma Patients Association" was located at the PROPERTY. She
20 also learned that as a new patient "Point Loma Patients Association" would have to make a
21 successful delivery to her before she could go to the PROPERTY to buy marijuana.

22 31. On February 11, 2015, Johnson went to the PROPERTY to further investigate "Point
23 Loma Patients Association." She entered the PROPERTY and immediately smelled marijuana.
24 She could clearly see marijuana and other products displayed in a glass case through a window in
25 the lobby area. After interacting with a woman at the front desk requiring Johnson to have a red
26 8x10 card before she could buy marijuana there, Johnson left.

27 32. California Health & Safety Code section 11362.768(b) prohibits marijuana
28 dispensaries from operating within a 600 foot radius of a school.

1 33. St. Charles Borromeo Academy is located at 2808 Cadiz Street in San Diego,
2 California. Christine Shaw (Shaw), an Associate Management Analyst of the San Diego Police
3 Department's Crime Analysis Unit, verified that St. Charles Borromeo Academy is the type of
4 school listed in Health & Safety Code section 11362.768(h).

5 34. On November 6, 2014, Shaw measured the distance of the PROPERTY to St. Charles
6 Borromeo Academy. The method of measurement she used was conducted in accordance with
7 Health & Safety Code section 11362.768(c). Shaw confirmed that the PROPERTY was located
8 within a 600 foot radius of St. Charles Borromeo Academy.

9 35. Plaintiff is informed and believes that Defendants blatantly and willfully violated the
10 SDMC and State law, and will continue to maintain such violations in the future unless the Court
11 enjoins and prohibits such conduct. Absent effective injunctive relief, the City is unable to
12 enforce its zoning laws and therefore is unable to ensure safe land use and compatibility between
13 land uses for its residents, and State law, if left powerless. Furthermore, the land use arrangement
14 and regulations under the SDMC become meaningless and the public is left unprotected from the
15 direct and indirect negative effects associated with unpermitted and incompatible uses in their
16 neighborhoods. These negative effects are especially salient with regard to marijuana
17 dispensaries. Absent injunctive relief, the City will be irreparably harmed through the harm to the
18 health, safety, and welfare of the citizens of San Diego.

19 I

20 FIRST CAUSE OF ACTION

21 VIOLATIONS OF THE SAN DIEGO MUNICIPAL CODE
22 ALLEGED BY PLAINTIFF CITY OF SAN DIEGO AGAINST
23 ALL DEFENDANTS

24 36. Plaintiff City of San Diego incorporates by reference all allegations in paragraphs 1
25 through 35 of this Complaint as though fully set forth here in their entirety.

26 37. SDMC section 121.0302(a) states: "It is unlawful for any person to maintain or use
27 any premises in violation of any of the provisions of the Land Development Code, without a
28 required permit, contrary to permit conditions, or without a required variance."

1 38. The PROPERTY is located in a CN-1-2 zone. SDMC section 131.0520 governs the
2 uses allowed in commercial zones. SDMC section 131.0520(b) states:

3 Within the commercial zones, no structure or improvement, or
4 portion thereof, shall be constructed, established, or altered, nor
5 shall any premises be used or maintained except for one or more of
6 the purposes or activities listed in Table 131-05B. It is unlawful to
7 establish, maintain, or use any premises for any purpose or activity
8 not listed in this section and Section 131.0522.

7 SDMC section 131.0522 and corresponding Table 131-05B expressly prohibit the operation of a
8 medical marijuana consumer cooperative in the CN-1-2 zone.

9 39. Beginning on an exact date unknown to Plaintiff, but since at least November 4, 2014,
10 and continuing to March 6, 2015, Defendants maintained and used the PROPERTY for a purpose
11 or activity prohibited SDMC Table 131-05B, in direct violation of SDMC sections 121.0302(a)
12 and 131.0520(b).

13 40. In complete disregard for the law, MD OPERATORS continued to run an unpermitted
14 business activity. Absent the relief requested by Plaintiff, the City is unable to enforce its zoning
15 laws and is therefore unable to ensure safe, responsible use of land and compatibility between
16 land uses. Irreparable harm will be suffered by Plaintiff in that the City's land use scheme and
17 regulations under the SDMC become meaningless and the public is left unprotected from the
18 direct and indirect negative effects associated with unpermitted and incompatible uses in their
19 neighborhoods. These negative effects are especially salient with regard to marijuana
20 dispensaries.

21 41. Absent immediate injunctive relief, the justifiable expectation by citizens that state
22 and local law be enforced and their safety and quality of life be protected, remains frustrated.

23 II

24 SECOND CAUSE OF ACTION

25 VIOLATION OF THE CALIFORNIA HEALTH AND 26 SAFETY CODE AS ALLEGED BY PLAINTIFF CITY OF 27 SAN DIEGO AGAINST ALL DEFENDANTS

27 42. Plaintiff City of San Diego incorporates by reference all allegations in paragraphs 1
28 through 35 of this Complaint as though fully set forth here in their entirety.

1 43. Health & Safety Code section 11362.768(b) prohibits medical marijuana cooperatives,
2 collectives, dispensaries, operators, establishments, or providers who possess, cultivate, or
3 distribute medical marijuana pursuant to this article from operating within a 600-foot radius of a
4 school. Health & Safety Code section 11362.768(h) defines a school as “[a]ny public or private
5 school providing instruction in kindergarten or grades 1 to 12, inclusive, but does not include any
6 private school in which education is primarily conducted in private homes.”

7 44. Beginning on an exact date unknown to Plaintiff but since at least November 4, 2014,
8 and continuing to March 6, 2015, Defendants maintained, allowed, and operated a marijuana
9 dispensary within a 600 foot radius of St. Charles Borromeo Academy, in blatant violation of
10 Health & Safety Code section 11362.768(b).

11 45. Absent immediate injunctive relief the City is unable to enforce the Health & Safety
12 Code which seeks to protect children attending school from the direct and indirect negative
13 effects of marijuana dispensaries as legislated by the State. The City and public will be
14 irreparably harmed by an inability to enforce State law resulting in harm to the public health,
15 safety, and welfare.

16 46. This irreparable and permanent damage justifies issuance of an injunction as
17 authorized by the San Diego Municipal Code, State law, and general principles of equity.

18 **PRAYER**

19 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as
20 follows:

21 1. That the PROPERTY be declared in violation of:

22 **San Diego Municipal Code sections**

23 121.0302(a) 131.0520(b)

24 **California Health and Safety Code section**

25 11362.768(b)

26 2. That pursuant to SDMC sections 12.0202 and 121.0311, Code of Civil Procedure
27 section 526, and the Court's inherent equity powers, the Court grant a preliminary injunction and
28 permanent injunction enjoining and restraining Defendants and their agents, servants, employees,

1 partners, associates, officers, representatives and all persons acting under or in concert with or for
2 Defendants, from engaging in any of the following acts:

3 a. Maintaining, operating, or allowing at the PROPERTY any commercial, retail,
4 collective, cooperative, or group establishment for the growth, storage, sale, or distribution of
5 marijuana, including but not limited to any marijuana dispensary, collective, or cooperative
6 organized pursuant to the Health and Safety Code;

7 b. Maintaining, operating, or allowing the operation of any unpermitted use at the
8 PROPERTY;

9 c. Maintaining, operating, or allowing the operation of any unpermitted use
10 anywhere within the City of San Diego, including but not limited to any commercial, retail,
11 collective, cooperative, or group establishment for the growth, storage, sale, or distribution of
12 marijuana, including but not limited to any marijuana dispensary, collective, or cooperative
13 organized pursuant to the Health & Safety Code without all required permits;

14 d. Maintaining signage on the PROPERTY advertising a medical marijuana
15 dispensary;

16 e. Advertising in any manner, including on the Internet, the existence of any
17 commercial, retail, collective, cooperative, or group establishment for the growth, storage, sale, or
18 distribution of marijuana, including but not limited to any marijuana dispensary, collective, or
19 cooperative organized pursuant to the Health and Safety Code at the PROPERTY; and

20 f. Violating any provisions of the SDMC at the PROPERTY.

21 3. That immediately from the date of entry of judgment, Defendants cease the operation
22 of the marijuana dispensary at the PROPERTY and all advertisements for any business operating
23 at the PROPERTY as a marijuana dispensary.

24 4. That Defendants allow personnel from the City of San Diego access to the
25 PROPERTY to inspect and monitor for compliance upon 24 hour verbal or written notice.
26 Inspections shall occur between the hours of 8:00 a.m. and 5:00 p.m.

27 5. That Plaintiff City of San Diego, recover all costs incurred by Plaintiff, including the
28 costs of investigation, as appropriate.

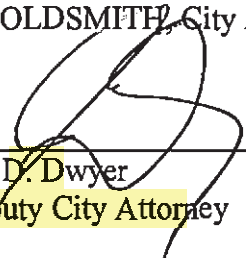
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6. That pursuant to SDMC section 12.0202(b), Defendants be assessed a civil penalty of \$2,500 per day for each and every SDMC violation maintained at the PROPERTY.

7. That Plaintiff be granted such other and further relief as the nature of the case may require and the Court deems appropriate.

Dated: March 6, 2015

JAN I. GOLDSMITH, City Attorney

By 

Jon D. Dwyer
Deputy City Attorney

Attorneys for Plaintiff

EXHIBIT G

F I L E D

Clerk of the Superior Court

MAY 27 2015

By: J. CERDA, Deputy

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

CITY OF SAN DIEGO, a municipal corporation,

Plaintiff,

v.

POINT LOMA PATIENTS ASSOCIATION, a California unincorporated association corporation; HEIDI RISING, as an individual, manager, and as vice president of POINT LOMA PATIENTS ASSOCIATION; KAREN S. SHERMAN, an individual; and DOES 1 through 50, inclusive, Defendants.

Case No.: 37-2015-00007923-CU-MC-CTL

STIPULATION FOR ENTRY OF FINAL JUDGMENT IN ITS ENTIRETY AND PERMANENT INJUNCTION; JUDGMENT THEREON [CCP § 664.6]

Plaintiff City of San Diego, a municipal corporation, appearing by and through its attorneys, Jan I. Goldsmith, City Attorney, and Jon D. Dwyer, Deputy City Attorney, and Defendants POINT LOMA PATIENTS ASSOCIATION, a California unincorporated association, HEIDI RISING, as an individual, as manager, and as vice president of POINT LOMA PATIENTS ASSOCIATION, appearing by and through their attorney, John J. Murphy, enter into the following Stipulation for Entry of Final Judgment in full and final settlement of the above-captioned case without trial or adjudication of any issue of fact or law, and agree that a final judgment may be so entered:

1. This Stipulation for Entry of Final Judgment (Stipulation) is executed between and among Plaintiff City of San Diego, a municipal corporation, and Defendants POINT LOMA

1 PATIENTS ASSOCIATION (POINT LOMA PATIENTS), a California unincorporated
2 association, HEIDI RISING, as an individual, as manager, and as vice president POINT LOMA
3 PATIENTS, (collectively referred to herein as DEFENDANTS) who are named parties in the
4 above-entitled action.

5 2. The parties to this Stipulation are parties to a civil suit pending in the Superior Court
6 of the State of California for the County of San Diego, entitled *POINT LOMA PATIENTS*
7 *ASSOCIATION, a California unincorporated association; HEIDI RISING, as an individual, as*
8 *manager, and as vice president of POINT LOMA PATIENTS ASSOCIATION; KAREN S.*
9 *SHERMAN, an individual; and DOES 1 through 50, inclusive*, Civil Case Number 37-2015-
10 00007923-CU-MC-CTL.

11 3. The parties wish to avoid the burden and expense of further litigation and accordingly
12 have determined to compromise and settle their differences in accordance with the provisions of
13 this Stipulation. Neither this Stipulation nor any of its statements or provisions shall be deemed to
14 constitute an admission or an adjudication of any of the allegations of the Complaint. The parties
15 to this Stipulation agree to resolve this action in its entirety by mutually consenting to the entry of
16 Final Judgment in its Entirety and Permanent Injunction by the Superior Court.

17 4. The address where the DEFENDANTS were maintaining a marijuana dispensary
18 business is 2830 Lytton Street, San Diego, State of California (PROPERTY). The PROPERTY is
19 part of Assessor's Parcel Number 450-412-09-00, according to San Diego County Recorder's
20 Grant Deed Document No. 2007- 0497400, recorded July 25, 2007. The legal description of the
21 parcel is:

22 Lot 11 and the Northwesterly 30 feet of Lot 12, lying parallel to the Southeasterly
23 Line of Lot 11, in block 6 of Bayside Country Club Estates Unit No.1, in the City
24 of San Diego, County of San Diego, State of California, according to Map thereof
25 No. 2009, filed in the office of the County Recorder of San Diego County, March
26 31, 1927. EXCEPTING THEREFROM that portion on said land conveyed to the
State of California by Deed dated March 4, 1942, and recorded in Book 1357,
page 75 of Official Records. More commonly known as 2820 and 2830 Lytton
Street, San Diego CA 92110.

27 5. DEFENDANTS acknowledge that operating, maintaining, or allowing a marijuana
28 dispensary, collective, or cooperative at the PROPERTY is not a permitted use under the San

1 Diego Municipal Code and prohibited by California Health and Safety Code section
2 11362.768(b).

3 6. This action is brought under California law and this Court has jurisdiction over the
4 subject matter, the PROPERTY, and each of the parties in this action.

5 **INJUNCTION**

6 7. The provisions of this Stipulation are applicable to DEFENDANTS, their successors
7 and assigns, and any of their agents, officers, employees, representatives and all persons,
8 corporations or other entities acting by, through, under or on behalf of DEFENDANTS and all
9 persons acting in concert with or participating with DEFENDANTS with actual or constructive
10 knowledge of this Stipulation and Injunction. **Effective immediately upon the date of entry of**
11 **this Stipulated Judgment**, DEFENDANTS and all persons mentioned above are hereby enjoined
12 and restrained pursuant to San Diego Municipal Code (SDMC) sections 12.0202 and 121.0311
13 and California Code of Civil Procedure section 526, and under the Court's inherent equity powers
14 from engaging in or performing, directly or indirectly, any of the following acts:

15 a. Operating or maintaining at the PROPERTY any commercial, retail, nonprofit,
16 collective, cooperative, or group establishment for the growth, storage, sale, delivery, or
17 distribution of marijuana, including but not limited to any marijuana dispensary, collective, or
18 cooperative organized pursuant to the California Health and Safety Code; and

19 b. Operating or maintaining at any property, premises, or location anywhere in the
20 City of San Diego any commercial, retail, nonprofit, collective, cooperative, or group
21 establishment for the growth, storage, sale, delivery, or distribution of marijuana, including but
22 not limited to any marijuana dispensary, collective, or cooperative organized pursuant to the
23 California Health and Safety Code in violation of the San Diego Municipal Code without required
24 permits and approvals or in violation of the Health and Safety Code.

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MONETARY RELIEF

8. **Within 15 calendar days from the entry of this Stipulated Judgment,** DEFENDANTS shall pay Plaintiff City of San Diego, for the Code Enforcement Division's investigative costs, in the amount of \$1,158.04. Payment shall be in the form of a certified check, **payable to the "City of San Diego."** Such payment shall be in full satisfaction of all costs associated with the City's investigation of this action to date. The check shall be personally delivered to the Office of the City Attorney, Code Enforcement Unit, 1200 Third Avenue, Suite 500, San Diego, CA 92101, Attention: Jon D. Dwyer. Payment of investigative costs was made in full by Co-Defendant Karen Sherman.

9. DEFENDANTS are jointly and severally liable for, and shall pay Plaintiff City of San Diego, civil penalties in the amount of \$50,000, pursuant to SDMC section 12.0202(b). **Within 30 calendar days from the date of the entry of this Stipulated Judgment,** DEFENDANTS agree to pay \$10,000 in civil penalties in the following amounts: an initial payment of not less than \$5,000 must be paid by June 1, 2015; the remaining \$5,000 must be paid in two separate payments of \$2,500, the first \$2,500 payment by July 1, 2015, and the second \$2,500 payment by August 1, 2015. Payments shall be in the form of a certified check, **payable to the "City of San Diego."** The check shall be personally delivered to the Office of the City Attorney, Code Enforcement Unit, 1200 Third Avenue, Suite 500, San Diego, CA 92101, Attention: Jon D. Dwyer. The remaining \$40,000 of these civil penalties is immediately suspended. These suspended penalties shall only be imposed if DEFENDANTS fail to comply with the terms of this Stipulation.

ENFORCEMENT OF JUDGMENT

10. In the event of default by DEFENDANTS as to any term of this Stipulated Judgment, the entire amount of civil penalties in paragraph 9, shall be deemed immediately due and payable as penalties to the City of San Diego, and Plaintiff shall be entitled to pursue any and all remedies provided by law for the enforcement of this Stipulated Judgment. Further, any amount of civil penalties remaining at the time of default shall bear interest at the prevailing legal rate from the date of default until paid in full.

1 11. Nothing in this Stipulated Judgment shall prevent any party from pursuing any
2 remedies as provided by law to subsequently enforce this Stipulated Judgment or the provisions
3 of the SDMC, including criminal prosecution and civil penalties that may be authorized by the
4 court according to the SDMC at a cumulative rate of up to \$2,500 per day per violation.

5 12. DEFENDANTS agree that any act, intentional or negligent, or any omission or failure
6 by their contractors, successors, assigns, partners, members, agents, employees or representatives
7 to comply with the requirements set forth in paragraphs 7-9 above will be deemed to be the act,
8 omission, or failure of DEFENDANTS and shall not constitute a defense to a failure to comply
9 with any part of this Stipulated Judgment. Further, should any dispute arise between any
10 contractor, successor, assign, partner, member, agent, employee or representative of
11 DEFENDANTS for any reason, DEFENDANTS agree that such dispute shall not constitute a
12 defense to any failure to comply with any part of this Stipulated Judgment, nor justify a delay in
13 executing its requirements.

14 **RETENTION OF JURISDICTION**

15 13. The Court will retain jurisdiction for the purpose of enabling any of the parties to this
16 Stipulated Judgment to apply to this Court at any time for such order or directions that may be
17 necessary or appropriate for the construction, operation or modification of the Stipulation, or for
18 the enforcement or compliance therewith.

19 14. The clerk is ordered to immediately enter this Stipulation.

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1 15. By signing this Stipulation, DEFENDANTS admit personal knowledge of the terms
2 set forth herein. Service by mail shall constitute sufficient notice for all purposes.

3
4 **IT IS SO STIPULATED.**

5
6 Dated: 5/22, 2015

JAN I. GOLDSMITH, City Attorney

7 By _____

8 Jon D. Dwyer
Deputy City Attorney
Attorneys for Plaintiff

9
10 Dated: 5/14/15, 2015

11 Heidi Rising
Point Loma Patients Association,
by Heidi Rising, manager and vice president
of Point Loma Patients Association

12
13 Dated: 5/14/15, 2015

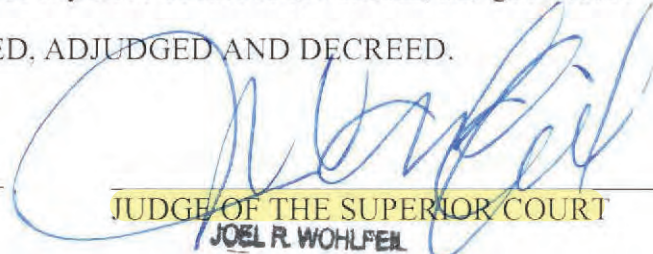
14 Heidi Rising
Heidi Rising, as an individual

15
16 Dated: 5/14/15, 2015

17 John J. Murphy
Attorney for DEFENDANTS

18
19 Upon the stipulation of the parties hereto and upon their agreement to entry of this
20 Stipulation without trial or adjudication of any issue of fact or law herein, and good cause
21 appearing therefore, IT IS SO ORDERED, ADJUDGED AND DECREED.

22
23 Dated: 5-27-15

24 
JUDGE OF THE SUPERIOR COURT
JOEL R. WOHLFEIL

25 Case #: 37-2015-00007923-CU-MC-CTL _____
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EXHIBIT H

AFFIDAVIT OF JAMES JENNINGS

1 I, James Jennings:

2 1. I am over the age of eighteen years old and was, during the events described herein, a resident of
3 the County of San Diego. California.

4 2. The facts set forth are true and correct as of my own personal knowledge or belief.

5 3. This affidavit is limited to the facts set forth herein and should not be deemed an omission, or
6 waiver of other known material facts that are closely related to those set forth herein.

7 4. I am the partner of Shannon Snyder, brother of Tiffany Knopf and wife of Adam Knopf.

8 5. I do not have, nor have I ever had a business relationship of any kind with either Adam or Tiffany
9 Knopf.

10 6. I had never seen the February 10, 2014, RESIGNATION OF ADAM KNOPF AS PRESIDENT
11 AND VICE-PRESIDENT OF POINT LOMA PATIENTS ASSOCIATION (PLPA) until it was
12 presented to me for this AFFIDAVIT. (See Exhibit A)

13 7. I only became aware of this document's existence when, during the course of Tiffany's divorce
14 with Adam, it was discovered. I repeat. I had no idea it existed or I had been named to these positions.

15 8. I was never asked by Adam Knopf if I would accept this position.

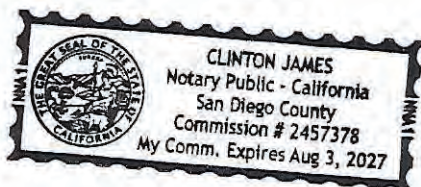
16 9. Had I actually been asked to take the President and Secretary positions; I would have declined.

17 10. I have no experience in running a not-for-profit medical cannabis collective and would have been
18 ill-suited even for consideration.

19 11. Other than the fact I'm in a committed relationship with Tiffany's brother Shannon, I have no
20 idea why I would have even been considered for this position.

21 12. I was never named as a defendant in any civil or enforcement action by the City of San Diego
22 taken against PLPA or me as an Officer in the PLPA entity.

23
24 I declare under penalty of perjury according to the laws of the State of California, that the statements
25 made herein are true and correct. Executed on November 19, 2023.



James Jennings
James Jennings

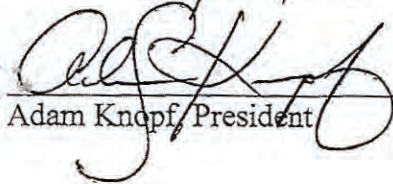
EXHIBIT A

**RESIGNATION OF ADAM KNOPF AS PRESIDENT AND VICE-PRESIDENT
OF POINT LOMA PATIENTS ASSOCIATION**

I, ADAM KNOPF, hereby tender my resignation as President and as Vice-President of Point Loma Patients Association, effective immediately and, in the absence of a Governing Board of the Association, hereby appoints James Jennings, as my successor as President and Secretary and, Heidi Rising as the Vice-President and Treasurer.

DATED: _____

2/10/14



Adam Knopf, President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO

On NOVEMBER 19, 2023 before me, CLINTON JAMES a Notary Public
Date Here Insert Name and Title of the Officer

personally appeared JAMES JENNINGS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: AFFIDAVIT OF JAMES JENNINGS
Document Date: 11-19-2023 Number of Pages: 3
Signer(s) Other Than Named Above: JAMES JENNINGS

Capacity(ies) Claimed by Signer(s)
Signer's Name: JAMES JENNINGS Signer's Name: _____
 Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

EXHIBIT I



Adam

21FLD005564C
7/13: BAE, JUDY S.

Yes that's exactly what's going on
You don't have to move into our
new house. I'll make it work.

Your kids have made your life hell
ever since they've been with you
huh you want to blame everyone
else. It's all funny to me.

Like Joel Osteen says, you play the
blame game because your in denial
and so far from god with how you
behave.

Today 8:20 PM

Not sure where u are. I'm going
home thanks for the waste !!

I don't think you understand. I get
disrespected and abused by your
kids, I'm not going to take it from
you too.

Delivered

You're a dumb bitch.

I should beat your ass so ya get it.

7:41



Adam >

21FL005564C
703: BAE, JUDY S.

And fuck you you're
fucking creepy the
shit I find is real you're
fake ass bitch with
fake ass money trying
to take half a man's
hard-working money
because you can't
control your fucking
mouth or your son you
fucking loser



Stump.org No. 57129

PETITIONER'S
EXHIBIT

J

7:40



AK

21FL005564C
703: BAE, JUDY S.

Adam >

control your fucking
mouth or your son you
fucking loser



you're not gonna turn
me fucking gay just
because you turned
your son and your
brother gay

You are extremely
abusive. You should
seek help.

4:23



Adam >

21FL005564C
703. 848. JUDY S.

you become an enemy
in my house that I built
that I designed that I
made you think you
were picking things
out when you really
weren't just let's be
real here you're not a
patient person you
can't stand one per-
son in line your taste
buds are like a rabbit
and personally you've
just become a dis-
gusting person inside
and out

Blumberg No. 5123

PETITIONER'S
EXHIBIT

K

4:24



21FL005564C
703. 8AE. JUDY S.



Adam >

the only champion
you're ever going to
know I hope you find
somebody and you
are happy but don't
forget you're just an-
other ghetto bitch you
are not set for class
you're out of your ele-
ment stick to what you
know BLM for life

Burn
Loot
Marxist

Bombay No. 5120
PETITIONER'S
EXHIBIT
L

EXHIBIT J

AFFIDAVIT OF ALEXIS BRIDGEWATER

1 I, Alexis Bridgewater declare:

2 1. I am over the age of eighteen years old and was, during the events described herein, a resident of
3 the County of San Diego. California.

4 2. The facts set forth are true and correct as of my own personal knowledge or belief.

5 3. This affidavit is limited to the facts set forth herein and should not be deemed an omission, or
6 waiver of other known material facts that are closely related to those set forth herein.

7 4. I execute this affidavit in support of any litigation stemming from the operation of licensed
8 cannabis businesses, licenses and permits owned by Adam and Tiffany Knopf and acquired through the
9 professional services of attorneys Gina M. Austin, Tamara Leetham and/or Austin Legal Group (ALG),
10 Justus “Judd” Henkes, CPA (Henkes) and Gary Strahle, CEO (Strahle) 3 Key Media.

11 5. On July 27, 2018, attorney Gina Austin asked me to provide a declaration regarding the events
12 that occurred at 8863 Balboa Ave. That declaration (see Exhibit A) and certify it as true and accurate,
13 was to be used in a case where Gina and Austin Legal Group was in litigation with another client, Ninus
14 Malan. I completed the declaration on an Austin Legal Group pleading and signed it. I was never given
15 the last page, the signature page, for my records and to my knowledge that declaration was never used in
16 court filings as I believe my testimony was too damaging to Gina’s other client, Adam Knopf.

17 6. Between August 2019 and October 2023, I was in a personal relationship with Gary Strahle, CEO
18 of 3 Key Media.

19 7. Since our breakup we’re negotiating through the courts the custody arrangements with our
20 daughter. It has been a contentious experience, however nothing I will relate here in this declaration is
21 influenced or driven by my feelings over Strahle on a personal level. In fact, the considerable threats and
22 retaliation do not outweigh my commitment to see the facts considered for the purpose of rectifying these
23 conditions as it continues to bear the consequences if left unchecked.

24 8. I worked for Knopf owned enterprises such as Point Loma Patients Association (PLPA) (Dove
25 Street-Unpermitted), Point Loma Patients Consumer Cooperative (PLPCC) (Hancock Street - Permitted)
26 AKA Golden State Greens (GSG-permitted) from, on or about November 2013 thru my position as the
27 Inventory and Walk-in Dispensary Manager in late 2018, primarily due to poor management, controls
28 and safety issues as a result of the Balboa incident and a situation where, per Adam’s orders, I drove

1 unescorted, carrying a large amounts of cash and 3 pounds of cannabis, wax to Los Angeles to meet
2 with the Rosen Brothers in my personal vehicle. Adam knew this to be violation of State Cannabis
3 Law but didn't care about my safety or the law. This all just became unbearable.

4 9. On or about November 2016 I met Strahle as a result of him coming into PLPCC trying to sell
5 Adam BAR codes technology.

6 10. As CEO of 3 Key Media, Strahle was interested in developing a relationship with a cannabis
7 dispensary that would utilize a Point of Sale (POS) software he would develop with them and then in a
8 joint venture, market that software to other cannabis dispensary businesses.

9 11. Strahle entered into a joint venture with Adam to develop that POS software with Adam funding
10 the development as a 50/50 venture with Gary doing the actual software development.

11 12. Cannabis Cloud was the replacement for their previous software 420 Soft. Except for the fact
12 that Adam would not pay the monthly 420 Soft bill which resulted in the system being down, we didn't
13 have any issues with 420 Soft as can be confirmed by 420 Soft representatives.

14 13. The POS software became known as Cannabis Cloud and used a Sales Force license as the
15 operating platform to communicate with the QuickBooks full accounting software being managed off-
16 site by Henkes.

17 14. Strahle used multiple cannabis clients, i.e., GSG PL, Foreign Genetics, Winners Circle, etc., on
18 his Sales Force license. This created an issue when one client could see another clients inventory and
19 other databases. Sharing that license amongst multiple Sales Force clients is a major violation of the
20 agreement 3 Key Meda, or any licensee, has with Sales Force.

21 15. On or about May 2019 Strahle began the data transition between 420 Soft and Cannabis Cloud.

22 16. Cannabis Cloud proved to not be a stable, reliable, proven POS operating system. There were
23 constant issues with it locking up or crashing that required Strahle to create "make-do" repairs.

24 17. Even when I no longer for GSG I would hear the phone conversations that occurred between
25 Strahle and Gina Austin, Henkes and Adam. These were often high conflict calls where there was a lot
26 of finger pointing to blame others for the failures of the software and inaccurate accounting. These are
27 regular calls that continue to do this.

28 18. I have had no formal accounting or legal training. All of my supervisory duties and training came

1 from the direction of Heidi Rising GM, Adam, Knopf, attorney Gina Austin and/or Justus "Judd"
2 Henkes, CPA.

3 19. In a City of San Diego audit of the taxes GSG PL should have been paying, the combined total of
4 around \$540K relied on POS figures that were inaccurate as a result of inventory being sold that was not
5 accounted for.

6 20. On the regular occasions that Cannabis Cloud crashed staff was forced to resort to creating hand-
7 written receipts and calculating taxes on a simple calculator. I have no way of knowing how much of
8 that data was inputted into the Cannabis Cloud program once it was restored.

9 21. There were regular "withdrawals" of inventory from management that were unaccounted for by
10 Owners and Principals that would also include Far West Management.

11 22. PLPCC and later GSG always ran their businesses as for-profit enterprises.

12 23. QuickBooks should not rely on the numbers coming out of Cannabis Cloud.

13 24. With the rocky transition into Cannabis Cloud, it created frustration by staff that led to some staff
14 quitting over the conditions and wholly unrealistic expectations.

15 25. I do not believe Adam Knopf displays the character or integrity to have been awarded Conditional
16 Use Permits for any cannabis related enterprise in the City of San Diego.

17
18 I declare under penalty of perjury according to the laws of the State of California, that the
19 statements made herein are true and correct. Executed on October 30, 2023.

20  10/30/23
21 Alexis Bridgewater

22
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26 Note: For Notary, See Attached CA All

27 Purpose Ack. For ALEXIS RAIN BRIDGEWATER
28

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO

(NOTARY PUBLIC)

On 10-30-2023 before me, MEHUL V. RAWAL
(insert name and title of the officer)

personally appeared ALEXIS RAIN BRIDGEWATER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mehul V Rawal (Seal)

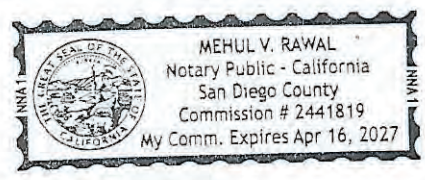


EXHIBIT A

AUSTIN LEGAL GROUP, APC
3990 Old Town Ave, Ste A-112
San Diego, CA 92110

1 Gina M. Austin (SBN 246833)
E-mail: gaustin@jasonlegalgroup.com
2 Tamara M. Leetham (SBN 234419)
E-mail: tamaru@jasonlegalgroup.com
3 AUSTIN LEGAL GROUP, APC
3990 Old Town Ave, Ste A-112
4 San Diego, CA 92110
Phone: (619) 524-9600
5 Facsimile: (619) 881-0045

6 Attorneys for Defendants
Ninus Malan

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO- CENTRAL DIVISION

11 SALAM RAZUKI, an individual,

12 Plaintiff,

13 vs.

14 NINUS MALAN, an individual; CHRIS
15 HAKIM, an individual; MONARCH
MANAGEMENT CONSULTING, INC., a
16 California corporation; SAN DIEGO
UNITED HOLDINGS GROUP, LLC, a
17 California limited liability company; FLIP
MANAGEMENT, LLC, a California
18 limited liability company; ROSELLE
PROPERTIES, LLC, a California limited
19 liability company; BALBOA AVE
COOPERATIVE, a California nonprofit
20 mutual benefit corporation; CALIFORNIA
CANNABIS GROUP, a California
21 nonprofit mutual benefit corporation;
22 DEVILISH DELIGHTS, INC. a California
nonprofit mutual benefit corporation; and
DOES 1-100, inclusive;

23 Defendants.

CASE NO. 37-2018-00034229-CU-BC-CTL

DECLARATION OF ALEXIS
BRIDGEWATER

[Imaged File]

28
DECLARATION OF ALEXIS BRIDGEWATER

San Diego, CA 92118

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I, Alexis Bridgewater, declare:

1. I am over the age of 18 and am not a party to this action. I have personal knowledge of the facts stated in this declaration. If called as a witness, I would testify competently thereto.

2. I have been engaged for approximately the past 3 years as a "Manager" for a San Diego dispensary operating under the tradename "Golden State Greens."

3. My duties as a Manager include: (i) overseeing of employees, (ii) tracking and managing inventory, (iii) ensuring compliance with local and state cannabis regulations (collectively, "Cannabis Regulations"), (iv) cash handling, cash drawer/Atm maintenance, overseeing day to day operations, and maintains store condition.

4. On or around July 11, 2018, I was informed by my supervisor, Heidi Rising, that I needed to go to 8863 Balboa Ave., Ste. E, San Diego, CA 92123 ("Balboa Dispensary") to assist at another dispensary we were going to operate. I did not know who owned or had operated the Balboa Dispensary when I was asked to go to its location.

5. I drove over to the dispensary. Heidi Rising was there along with one of our purchasing managers, Jorge Bedolla, a guy named "Steven", Kimberly Stavo and two security guards.

6. When I first walked in to the Balboa dispensary, my initial impression was that it was small, neglected, and dirty. There were 5 areas: a waiting area, reception, the bud room, a manager's room and what I called the safe room. As I walked through these 5 areas, I noticed old food and garbage in all the areas. The reception area and bud room were disgusting. There were bags of product open; the people previously operating the dispensary had been eating it.

7. I found two butcher knives which was unsettling and creepy.

8. The same day, we were working on inventory. Steven had printed out what he said was the current inventory list from a point of sale system called "Treez." We used this printout out to attempt to do the inventory. There was a ton of missing product and we also found a lot product that no longer complied with the law. As of July 1, 2018, the remaining product had to be destroyed as green waste. This had not been done at Balboa.

AFFADAVIT OF ALEXIS BRIDGEWATER

1 9. While I was there on July 11, a skinny greasy long-haired white guy showed up
2 sometime in the morning, pushed his way into the reception area, stepped in front of me and
3 started cursing. He starting cursing "who the f**k are these people." Steven went outside with
4 the long-haired man. The long-haired man yelled at Steven for awhile and then left. Shortly
5 thereafter, Steven also left. I later learned the long-haired man was named "James."

6 10. When I left work on July 11, 2018, there was still a significant gap in the inventory
7 list Steven gave us and the product in the dispensary. I did not work again at the Balboa
8 Dispensary again until July 17, 2018.

9 11. On July 17, 2018, my second day at Balboa, I was the mid-shift manager on duty.

10 12. Around noon that day, we had two armed guards and a receptionist. All of a
11 sudden, a man pulled up to the front middle of the parking area and got out of his car. He had a
12 gun on his waist.

13 13. Right after, in another area of the parking lot, I noticed James and another former
14 employee. They yelled to the man with the gun.

15 14. I immediately called Heidi Rising to let her know there were 3 men, one with a
16 gun, lurking outside the dispensary. I locked the front door because we were scared.

17 15. In a short period of time, the security guards' manager, a man named Ed, showed
18 up and the security guards let him in. I chose to stay at the back of the dispensary because I was
19 scared.

20 16. I dialed the police and then Ed also called the police on his phone.

21 17. Around 12:30, Heidi Rising made it to Balboa.

22 18. At 1:07 p.m., I called our closing manager, Matt Freeman, to let him know the
23 dispensary was closed because a man with a gun showed up with hostile old employees. I also let
24 Matt know that the cops had been called, were presently at the dispensary, and that I did not know
25 what was going on.

26 19. Around 1:30 p.m., Matt Freeman reported for his regularly scheduled shift. By this
27 time, the dispensary had re-opened and I had resumed my duties by sending employees on break
28 and handling the bud room.

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20. I estimate that Heidi Rising left around 2:15 p.m. Things seemed fine at this point and we were not worried about anything any longer. Approximately 30 minutes elapsed, maybe a little more, and business at the dispensary was still operating normally. I was covering the receptionist's break and cashiering.

21. Shortly thereafter, I was in the bud room with Matt Freeman. I was surprised when Matt told me that we were closing the dispensary immediately and sending everyone home until further notice. Everyone left except me, Matt, the two security guards. We started the closing procedures.

22. I learned that James was back with Steven and an older white man. They were yelling and cursing, angrier than earlier that day, trying to get into the dispensary. I had no idea what was happening, and I was very scared. I had found butcher knives. I knew they had a gun. I knew they were acting irrationally.

23. While we were going through the closing procedures in the managers room, Heidi Rising came back to the dispensary. I remember that we shut the door to the reception area and I shut the door to the bud room so there were two doors between Matt and I and the men trying to shove their way in.

24. There old white man in a white shirt was yelling aggressively and loudly and I remember him yelling the following:

- a. "You have to let us in or you will be in contempt of court!"
- b. "I am a judge of the court!"
- c. "I am an officer of the court!"
- d. "You're making it really really f**king tough for yourself.
- e. "By not letting me in you are basically telling the judge to f**k himself."
- f. "I'm running this place right now!"

25. The old white man in the white shirt was also threatening the security guards and one of them left.

26. Heidi Rising shut and locked the door but the group had made it into the waiting area with the one remaining female security guard. Heidi then shut and locked the door and came

1 back into the managers room where Matt and I were.

2 27. There is a glass door that separates the reception area where they were. I felt like
3 they would break the glass door to get in. There is also another glass door that separates
4 reception from the bud room. There is a wall between the bud room and the managers room.

5 28. They got into the reception area and they were on the reception computer trying to
6 figure out how to unlock the bud room door. I still had no idea what was happening. I was more
7 scared now as they were acting so crazy and frenzied and the old white man seemed to be
8 enabling them.

9 29. After they were in the reception area, some of the men went around to the back
10 door and started pounding on it and yelling.

11 a. "I am a judge of the court!"

12 b. "Don't make us break this door down because, you will be paying!"

13 c. "we will just use this [to ram the door down]." (I thought they were going to
14 ram the door.)

15 30. They also told us they were police officers and that we need to cooperate.

16 31. Heidi asked us to back away from the door. She was on the phone and I remember
17 thinking I hoped she had called 911.

18 32. My boss Adam Knopf called me, and I had him on my speaker phone. He was
19 watching everything happen through the security feed. He told me to stay on the phone with him
20 because he could see what was going on. He was in communication with us to advise us on the
21 safest strategy to exit the building.

22 33. They started pounding on the back door again and I was really scared. I was also
23 nervous they would vandalize our cars, which we knew we would have to leave for the time
24 being. While I was on the phone with Adam, I heard a click and knew the bud room door was
25 open. I pulled the managers door closed and locked the door. As soon as we locked the door,
26 they knew we were going to the back door because it was the only way out.

27 34. At that moment, Adam yelled through my phone that all four of them had gone up
28 front and told us to run away while we still had a chance.

EXHIBIT K

AFFIDAVIT OF LAUREN HOUSTON

1 I, Lauren Houston, declare:

2 1. I am over the age of eighteen years old and am a resident of the County of San Diego, California.

3 2. The facts set forth are true and correct as of my own personal knowledge or belief.

4 3. This affidavit is limited to the facts set forth herein and should not be deemed an omission, or
5 waiver of other known material facts that are closely related to those set forth herein.

6 4. I execute this affidavit in support of any litigation stemming from the operation of licensed
7 cannabis businesses, licenses and permits owned by Adam and Tiffany Knopf and acquired through the
8 legal services of attorneys Gina M. Austin, Tamara Leetham and/or Austin Legal Group (ALG) and
9 Justus "Judd" Henkes, CPA.

10 5. On or about September 2016 having been hired by Tiffany Knopf, I began working for Point
11 Loma Patients Consumer Cooperative (PLPCC) at the 3452 Hancock Street location as an entry level
12 receptionist. My immediate supervisor was Heidi Rising.

13 6. I met the other co-owner, Adam Knopf, approximately 1 month later.

14 7. On or about April 2017 I was promoted to a budtender position which put me directly in contact
15 with the patients and the product sales.

16 8. On or about April 2018 I was promoted to a management position which was referred to as Shift
17 Leader. That involved supervision of the retail floor from employee management to inventory controls.

18 9. On or about July 12, 2018, Heidi Rising scheduled me to take an 8-hour shift at a new dispensary
19 I was told PLPCC was taking over, located at 8863 Balboa. I did so but refused to ever go back. There
20 was confusion over who was managing and the place was in disarray. I could not wait to get out of there.

21 10. On or about December 2019 the Purchasing Manager was Jennifer Lawrence who simply quit
22 coming in. On her last visit to the office, she showed me how to print the sales labels bar codes and to
23 count the delivered products to match the Purchase Order to the received inventory.

24 11. Pre-Covid the sales averaged between \$30-60K per 12-hour day.

25 12. During the first year of Covid the average sales averaged between \$60-90K per 12-hour day.

26 13. Pre-Covid all sales were entered into the shop Point of Sale System (POS) known as first 420
27 Soft and later Cannabis Cloud (customizable software), through their parent company Sales Force.

28 14. I liked 420 Soft because it was easy to use, medical cannabis patient physician recommendations

1 were scanned and uploaded, to the 420 Soft database.

2 15. 420 Soft was stable and unless there were system updates, or their bill wasn't paid, 420 Soft, as a
3 cloud-based system, was never down. The same could not be said for Cannabis Cloud.

4 16. Cannabis Cloud did not allow us to scan physicians recommendations to the patient database.

5 17. In the beginning of the POS systems transfer to Cannabis Cloud, we treated everyone as a
6 recreational customer. The database wasn't there to support those medical records.

7 18. With Cannabis Cloud there were near daily system failures, to the point we often had to hand-
8 write invoices and calculate taxes by calculator. How we kept customers through all this is nothing short
9 of a miracle.

10 19. As it turned out Lawrence was initially preparing me to be her assistant. In point of fact, she quit
11 her job days later and I assumed those responsibilities.

12 20. On or about February 2020, Adam instructed me that I would be doing payroll and that I would
13 be trained by ADP for payroll payments made through a sister company Far West Management , LLC.

14 21. I had very limited association or training with our CPA, Justus "Judd" Henkes.

15 22. Prior to this I had no formal experience in accounting or law.

16 23. There was a standing order from Adam never to call Gina only Judd. Rarely would Judd give us
17 an answer. Usually, he would tell us to call Gina because our questions were of a legal nature.

18 24. I did no banking.

19 25. On average, 3-5 days per week, I used in-store-cash to pay vendors. Those amounts were
20 approved by the vendor's invoice and Matthew Freeman. Those payments could range from a low of
21 \$1,000 to a high of \$100,000.

22 26. Matthew Freeman handled all banking and cash deposits.

23 27. Matthew was the only one besides Adam, who had access to the safe.

24 28. Matthew was using two off-book excel spreadsheets. One was for Purchasing and the other was
25 for Accounting. He alone was responsible for clearing the debt from that spreadsheet or tracking POS
26 cash sales.

27 29. I was put in charge of inventory. It was horrible. I didn't have team support and the software
28 was not designed for inventory management.

1 31. Adam was not happy I could not keep our inventory levels up to date with the Cannabis Cloud
2 software. The numbers did not match at all. This caused Adam to take his anger out on me and the team.

3 32. I quit on January 10, 2023, because Adam was extremely verbally abusive to me because he did
4 not want to hear the problems, I was presenting to him as the inventory system they had constructed was
5 fatally flawed. A total invention that IMO was only necessary because, there needed to be "off-books"
6 accounting that was outside of Cannabis Cloud.

7 33. Whoever was getting these numbers in QuickBooks upstream should not rely on figures coming
8 from the Cannabis Cloud POS.

9 34. At one point we were using scanners that would smooth beep sound if the inventory was
10 recognized in Cannabis Cloud but would give you a different angry beep sound for unrecognized
11 inventory. When that happened, we would have to cancel inventory and we would have to get Matthew
12 to adjust the spreadsheet.

13 35. Just prior to my quitting I was asked to manually adjust that spreadsheet for the off-books sales.
14 This was just too much. I quit next week.

15 36. Adam denied my unemployment, which I appealed. I won that case based on the abuse. (See
16 Exhibit A)

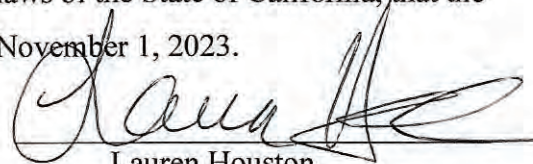
17 37. Adam does steroids which may contribute to his hot temper. It makes him vulgar, threatening and
18 abusive.

19 38. Adam is a racist. I heard him tell Matthew Freeman, an employee of Jewish decent, that he
20 thought "Hitler had it right."

21 39. Adam sells pounds of unlicensed cannabis often attempting to sell it to his GSG management.

22 40. I do not believe Adam Knopf displays the character or integrity to have been awarded Conditional
23 Use Permits for any cannabis related enterprise in the City of San Diego.

24
25 I declare under penalty of perjury according to the laws of the State of California, that the
26 statements made herein are true and correct. Executed on November 1, 2023.

27
28 
Lauren Houston

Note: For Notary, See Attached CA All
Purpose Ack. For LAUREN MARIE HOUSTON

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO

On 11-01-2023 before me, MEHUL V. RAWAL (insert name and title of the officer)

(NOTARY PUBLIC)

personally appeared LAUREN MARIE HOUSTON who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)

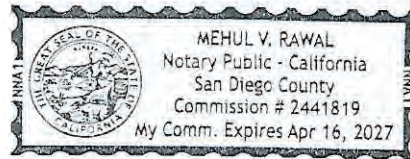
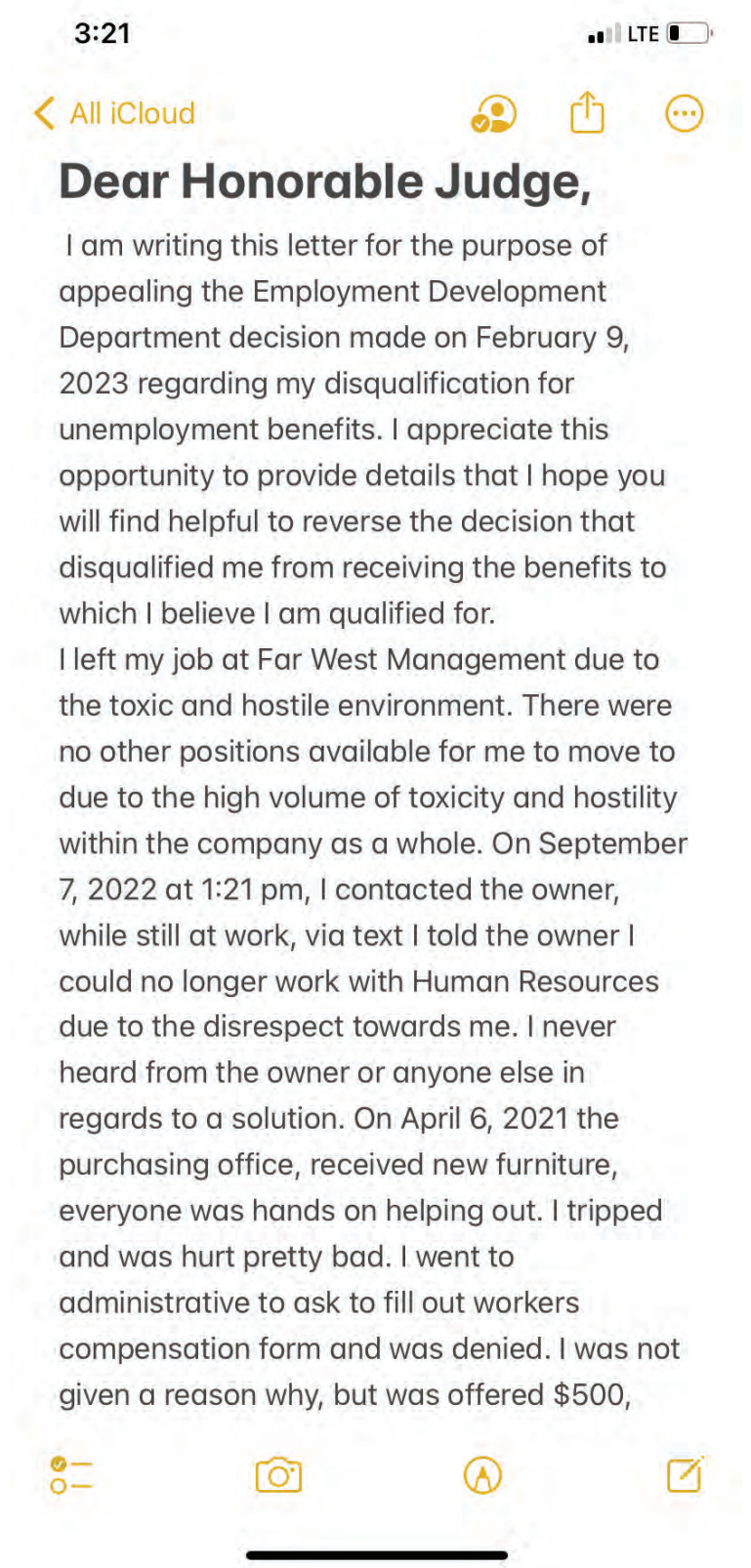


EXHIBIT A

Lauren Houston, June 26, 2023, Appeal Letter re Unemployment Denial Decision citing abuse and threats by employer Adam Knopf, and follow up decision reversing that denial.



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Dear Honorable Judge,

I am writing this letter for the purpose of appealing the Employment Development Department decision made on February 9, 2023 regarding my disqualification for unemployment benefits. I appreciate this opportunity to provide details that I hope you will find helpful to reverse the decision that disqualified me from receiving the benefits to which I believe I am qualified for.

I left my job at Far West Management due to the toxic and hostile environment. There were no other positions available for me to move to due to the high volume of toxicity and hostility within the company as a whole. On September 7, 2022 at 1:21 pm, I contacted the owner, while still at work, via text I told the owner I could no longer work with Human Resources due to the disrespect towards me. I never heard from the owner or anyone else in regards to a solution. On April 6, 2021 the purchasing office, received new furniture, everyone was hands on helping out. I tripped and was hurt pretty bad. I went to administrative to ask to fill out workers compensation form and was denied. I was not given a reason why, but was offered \$500,

3:21

LTE

< All iCloud



compensation form and was denied. I was not given a reason why, but was offered \$500, which I never took. I have a video of the fall, which was recorded by security cameras. Also at the time during the pandemic, employees were finically penalized by the owner of the company for wearing proper PPE, which made me feel uncomfortable.

I reported every event to Human Resources and other administrative workers within the company and no solution or discussion on how to solve the issues was ever talked about.

Thank you for your time and careful consideration.

Lauren Houston



CALIFORNIA UNEMPLOYMENT INSURANCE APPEALS BOARD



San Diego Office of Appeals
3517 Camino Del Rio South, #100
San Diego, CA 92108
PHONE: (619) 521-3300
Fax: (619) 521-3334
<https://cuiab.ca.gov>

CASE NUMBER: 10156844

HEARING(S):
NONE

PARTIES AND REPRESENTATIVES

LAUREN M HOUSTON - Claimant *Appellant*

019 - PACIFIC CENTER - Department

DECISION

The decision in the above-captioned case appears on the following page(s).

The decision is final unless appealed within 30 calendar days from the date issued shown below. See the attached "Notice to Parties" for further information on how to file an appeal. If you are entitled to benefits and have a question regarding the payment of benefits, call the Employment Development Department at 1-800-300-5616.

Administrative Law Judge: Anna T. Amundson

Date Issued: 07/03/2023

019 - PACIFIC CENTER
P O BOX 1041
ATWOOD, CA 92811-1041

AFFIDAVIT OF LAUREN HOUSTON

Master Case Number: 10156844
Administrative Law Judge:
Claimant/Petitioner:
Parties Appearing:

San Diego Office of Appeals
Anna T. Amundson
LAUREN M HOUSTON
Claimant

ISSUE STATEMENT

In Subcase Number 20215115, the claimant appealed from a determination disqualifying the claimant for unemployment benefits under Unemployment Insurance Code section 1256. The issue in this case is whether the claimant left the most recent employment voluntarily without good cause.

FINDINGS OF FACT

The claimant most recently worked as a purchasing and payroll assistant, for approximately seven years, with a final rate of pay of approximately \$19 per hour. The claimant last worked on January 10, 2023. The claimant left this job under the following circumstances.

Beginning April 2021, the employer's owner, who was her direct supervisor, began to expressed an animus towards the claimant by belittling and demeaning her competence and work ethic as well as her work performance in front of her co-workers, including the human resources representative, who was also her roommate. The clamant had been injured in a fall at work on April 6, 2021, and had filed a worker's compensation claim, which the owner discredited.

The owner's language and abusive behavior escalated as time went on, and he began using vulgar and abusive language such as "fat retard", when addressing the claimant in the office. The claimant believed that the owner was behaving in this manner as a result of the stress of the pandemic and his impending divorce.

However, the claimant began looking for other work, because the stress of the situation was becoming unmanageable. Because of the pandemic and her mental stress, the claimant had great difficulty find a job that paid as well. The claimant did not complain to the employer's human resources representative, because he was her roommate and she relied on his rent to make ends meet.

By the time the claimant quit her job on her last day, the owner's abusive behavior and demeanor toward her, had caused the claimant such extreme anxiety and frustration, that she was prescribed increased doses of her anxiety and depression medications, and had begun self-destructing behaviors such as nail biting and pulling out her hair. On the day she quit, the claimant felt so overwhelmed that she believed she had no other recourse, before her frustration

and anxiety would adversely affect her mental health, such that she might do herself serious, and irreversible harm.

REASON FOR DECISION

An individual is disqualified for benefits if he or she left his or her most recent work voluntarily without good cause. (Unemployment Insurance Code, section 1256.)

There is good cause for voluntarily leaving work where the facts disclose a real, substantial, and compelling reason of such nature as would cause a reasonable person genuinely desirous of retaining employment to take similar action. (Precedent Decision P-B-27.)

Every person has the right of protection from bodily harm, from personal insult, from defamation, and from injury to his or her personal relations. (Civil Code, section 43.)

In Precedent Decision P-B-514, the assistant manager repeatedly subjected the claimant to verbal abuse that was insulting, denigrating and intended to humiliate the claimant. While not vulgar or profane, the language belittled the claimant without justification and demonstrated an animus towards the claimant. The behavior of the assistant manager had a deleterious effect on the claimant's physical and mental well-being. The Appeals Board found there was an unreasonably harsh and onerous work environment which established good cause for the claimant to leave her employment.

In Subcase Number 20215115, the claimant had good cause to quit her job because employer's behavior and demeanor regarding the claimant's competence and ability to do her job, demonstrated an animus toward the claimant, such that it created an unreasonably harsh and onerous work environment and had a deleterious effect on the claimant's mental well-being. Inasmuch as the claimant was a seven-year employee, and looked for other work, these facts disclosed a real, substantial, and compelling reason of such nature, as would cause a reasonable person, genuinely desirous of retaining employment to take similar action.

It is therefore concluded that the claimant voluntarily left her most recent work with good cause. Accordingly, the claimant is not disqualified for benefits under section 1256.

DECISION

In Subcase Number 20215115, the department determination is ***reversed***. The claimant IS QUALIFIED for benefits under code section 1256. Benefits are payable, provided the claimant is otherwise eligible.

EXHIBIT L

AFFIDAVIT OF TERESA "TESS" PORKOLAB

1 I, Teresa "Tess" Porkolab, declare:

2 1. I am over the age of eighteen years old and am a resident of the County of San Diego, California.

3 2. The facts set forth are true and correct as of my own personal knowledge or belief.

4 3. This affidavit is limited to the facts set forth herein and should not be deemed an omission, or
5 waiver of other known material facts that are closely related to those set forth herein.

6 4. I execute this affidavit in support of any litigation stemming from the operation of licensed
7 cannabis businesses, licenses and permits owned by Adam and Tiffany Knopf and acquired through the
8 legal services of attorneys Gina M. Austin, Tamara Leetham and/or Austin Legal Group (ALG).

9 5. On or about June 2013 I met and began working with Adam Knopf as his cultivator of licensed
10 medical cannabis for his patients at his various cooperatives starting with to the best of my recollection,

11 A) 2013 @ 3605 Clairemont Drive, Commercial Storefront. I would always deliver finished
12 "Tokyo OG" (my proprietary flower) to the back door.

13 B) 2014 @ 2830 Lytton Street Commercial Storefront

14 C) 2015 @ 4026 Dove Street (Delivery Only)

15 D) 2015 @ 3452 Hancock Street (Storefront and Delivery)

16
17 6. Our agreement was that I would grow the medical cannabis, through his Point Loma Patient's
18 Association (PLPA) that he would sell in any of his dispensaries.

19 7. Unbeknownst to me, on February 10, 2014, Adam resigned his position as President of PLPA and
20 assigned his duties to Mr. James Jennings and Ms. Heidi Rising.

21 8. On or about October 2023, I became aware that Adam had resigned as President of PLPA only
22 after having been introduced to the resignation letter by Tiffany Knopf. (See Exhibit A) This was not
23 something Adam ever discussed or informed me of. I have never met James Jennings nor was there any
24 change in the day-to-day operations of my work providing medical cannabis to Adam and his cooperative
25 after his resignation.

26 9. I now believe Adam resigned from PLPA, at the direction of attorney Gina Austin, so he would
27 become eligible for, a City of San Diego adult-use cannabis license.

28 10. On or about August 2015 Adam and Tiffany Knopf opened the Point Loma Patients Consumer

1 11. Cooperative (PLPCC), A.K.A. Golden State Greens, located at 3452 Hancock Street, San Diego,
2 CA 92110

3 12. I believed that Adam and Tiffany were mutual owners of these entities based on Adam telling me
4 that when certain business decisions were being he could not abide the decision as it was not approved
5 by Tiffany.

6 13. In further support of that relationship, I have their Articles of Incorporation (See Exhibit B) that
7 supported their version of shared ownership.

8 14. On or about July 2016 the DEA raided my indoor cultivation site claiming it was not a licensed
9 grow. The DEA laughed when I showed them the contract (which they took) I had with Adam that gave
10 me the state authority to grow these medical cannabis plants for the number of patients Adam had in the
11 collective/cooperative.

12 15. Approximately 200 plants were taken down, but no charges were ever filed.

13 16. My relationship with Adam Knopf remained successful up until the DEA raid. It was, as a result
14 of that raid I found that he did not support me with the medical cannabis database he had that would have
15 supported the number of plants I was growing exclusively for him.

16 17. Adam Knopf grew quite demanding after the raid. He was increasingly belligerent and
17 threatening. While I tried to distance myself from his rants it became increasingly difficult to watch him
18 treat his wife Tiffany with such disrespect and contempt.

19 18. The final straw was when Adam sent two men to pick-up 33 pounds of my flower and when I
20 tried to get paid for it, he claimed it was gone. That his contractor for extractions had taken it and now
21 it's missing. This can hardly be true because any inventory management would have left this as company
22 payable. It's not even in the books.

23 19. When I a meeting at the Dove Street location with Adam to try resolve these issues it was obvious
24 I could no longer work with him. Adam, sensing that told a budtender, an employee who had come in
25 during our meeting with a pound of unidentified, moldy cannabis to see what Adam wanted to do with
26 it. Adam told the employee to call it Tokyo OG and it would be gone that day. I stood up and told him
27 I would never work for him again and left!

28 20. Adam Knopf is a bully that relies on his attorney Gina Austin and his CPA Judd Henkes

1 representing him, believing he is untouchable by any law he might break.

2 21. On or about July 2018, Adam Knopf ordered PLPCC staff to go to 8863 Balboa Avenue and
3 takeover an existing dispensary as the old management team had been "mismanaging the dispensary."

4 22. That staff was put in harm's way by Adam with unpaid vendors demanding payment, carrying
5 weapons and breaking down the doors while Gina Austin rescued Adam's employees out the back door
6 in her own getaway car.

7 23. It is upon information and belief that Michael "Biker" Sherlock, the applicant/licensee at 8863
8 Balboa did not commit suicide but was instead murdered in an attempt to deny his widow, Amy
9 Sherlock, her ownership rights Michael had in the Conditional Use Permits he acquired.

10 24. I witnessed Adam Knopf being demeaning and verbally abusive to his employees.

11 25. Ms. Destiny Buendia was sexually harassed by Knopf while in his employ.

12 26. Adam Knopf would not allow me to associate with Tiffany, or any of the employees, so as to
13 keep us all from communicating with each other.

14 27. Adam Knopf was not properly accounting for all the inventory and sales that went through
15 PLPCC. In essence "back-dooring" product that would not be accounted for in federal, state, city, Metro
16 or the dispensaries books.

17 28. Adam Knopf has a history of not paying vendors.

18 29. I hereby declare that you cannot take anything Adam Knopf or Gina Austin tells you as the truth.
19 They lie to protect their enterprise and use people as strawman to try and hide their direct participation.
20 Tiffany, as I have come to find out, was just another one of their strawmen.

21 30. I do not believe Adam Knopf displays the character or integrity to have been awarded a
22 Conditional Use Permit for any cannabis related enterprise in the City of San Diego.

23
24 I declare under penalty of perjury according to the laws of the State of California, that the
25 statements made herein are true and correct. Executed on November 1, 2023.

26
27
28

Teresa "Tess" Porkolab

Note: For Notary, See Attached CA All

Purpose Ack. For TERESA MARGINE PORKOLAB -

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO

On 11-01-2023 before me, MEHUL V. RAWAL (insert name and title of the officer)

(NOTARY PUBLIC)

personally appeared TERESA MARTINE PORKOLAB who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mehul V Rawal (Seal)

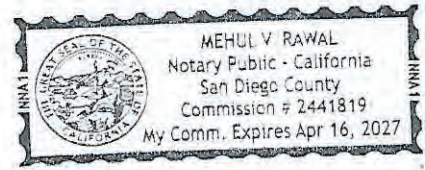


EXHIBIT A

**RESIGNATION OF ADAM KNOPF AS PRESIDENT AND VICE-PRESIDENT
OF POINT LOMA PATIENTS ASSOCIATION**

I, ADAM KNOPF, hereby tender my resignation as President and as Vice-President of Point Loma Patients Association, effective immediately and, in the absence of a Governing Board of the Association, hereby appoints James Jennings, as my successor as President and Secretary and, Heidi Rising as the Vice-President and Treasurer.

DATED: 2/10/14

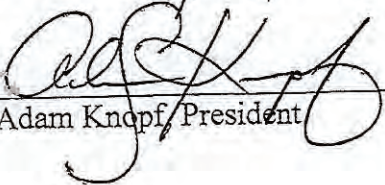

Adam Knopf, President

EXHIBIT B

3669504

FILED *DSM*
Secretary of State
State of California *Te*

1 cc APR 24 2014

**ARTICLES OF INCORPORATION OF
POINT LOMA PATIENTS CONSUMER COOPERTIVE CORPORATION**

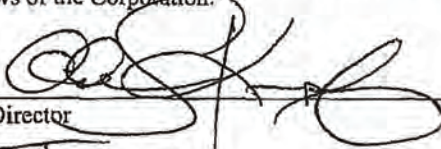
ARTICLE 1. The name of the Corporation is the POINT LOMA PATIENTS CONSUMER COOPERATIVE CORPORATION.

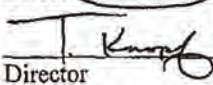
ARTICLE 2. This Corporation is a cooperative corporation organized under the California Consumer Cooperative Corporation Law. The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

ARTICLE 3. The name and address in the State of California of this Corporations' initial agent for service of process is Adam Knopf, 2188 Balfour Ct., San Diego, CA 92109.

The initial street and mailing address for this Corporation is 3452 Hancock Street, San Diego, CA 92110.

ARTICLE 4. The voting rights of each member of the Corporation are equal, and each member is entitled to vote. The proprietary interests of each member of the Corporation are unequal, and the rules by which the proprietary interests are determined shall be prescribed in the Bylaws of the Corporation.



Director


Director

EXHIBIT M

**Austin Legal Group
3990 Old Town Ave
Ste A112
San Diego, CA 92110**

Invoice submitted to:

Full Circle

Invoice #	20768
Invoice Date	05/01/2015
For Services Through	04/30/2015
Terms:	Due on Receipt

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: General Corporate (Labor)				
04/23/2015	AA	<i>Phone Call</i> Calls with Adam K. and David C. regarding Class B Unit and other terms for operating agreement	0.70 at \$ 225.00/hr	\$ 157.50
04/23/2015	AA	<i>Draft</i> Begin to review operating agreement and amend to incorporate Class B terms	1.00 at \$ 225.00/hr	\$ 225.00
04/24/2015	AA	<i>Draft</i> Complete review and amendment to operating agreement	1.80 at \$ 225.00/hr	\$ 405.00
04/24/2015	AA	<i>Draft</i> Draft side letter agreement with OG consulting for reimbursement of sums paid by OG on company's behalf	0.30 at \$ 225.00/hr	\$ 67.50
04/28/2015	AA	<i>Other</i> Call with David Chadwick to discuss redlines to operating agreement	0.10 at \$ 225.00/hr	\$ 22.50

Total Hours: 3.90 hrs
Total Labor: \$ 877.50
Total Amount: \$ 877.50

In Reference To: Land Use Entitlements (Labor)				
04/08/2015	GA	<i>Meeting</i> Attend weekly meeting re: Balboa.	1.00 at \$ 300.00/hr	\$ 300.00
04/24/2015	GA	<i>Other</i> Conference call re: deliveries.	0.20 at \$ 300.00/hr	\$ 60.00
04/27/2015	GA	<i>Other</i> Conference call re: deliveries with Biker and Bartell.	0.20 at \$ 300.00/hr	\$ 60.00

Total Hours: 1.40 hrs
Total Labor: \$ 420.00
Total Amount: \$ 420.00

In Reference To: PLPCC (Labor)				
04/13/2015	TL	<i>Review</i> Began reviewing Asset Purchase Agreement; E-mailed Mr. Knopf regarding additional information to complete review	0.20 at \$ 300.00/hr	\$ 60.00

04/19/2015	AA	<i>Other</i> Review agreements with full circle; create better deal structure to accomplish goals	1.00 at \$ 0.00/hr	No Charge
04/20/2015	GA	<i>Meeting</i> Meeting re: Full Circle	1.00 at \$ 0.00/hr	No Charge
04/20/2015	AA	<i>Meeting</i> Travel to and from meeting with Full Circle in Sorrento Valley; strategy meeting with Full Circle	1.50 at \$ 225.00/hr	\$ 337.50

Total Hours: 3.70 hrs
Total Labor: \$ 397.50
Total Amount: \$ 397.50

Total Hours: 9.00 hrs
Total Labor: \$ 1,695.00
Total Invoice Amount: \$ 1,695.00
Previous Balance: \$ 1,830.00
Balance (Amount Due): \$ 1,695.00

Payment History:

<u>Date</u>	<u>Type</u>	<u>Payment Description</u>	<u>Amount</u>
3/18/2015	Payment	included with plpcc payment	(\$1,830.00)

Trust Account Summary

Billing Period: 01/01/2015 - 05/01/2015

Client: Full Circle I General Matter Trust

Total Deposits

\$2,500.00

Total Disbursements

\$0.00

Current Balance

\$2,500.00

<u>Date</u>	<u>Transaction</u>	<u>Deposit</u>	<u>Disbursement</u>	<u>Balance</u>
04/30/2015	Received From-PLPCC	\$2,500.00		\$2,500.00

EXHIBIT N

COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION ONE

-----)
SALAM RAZUKI,)
)
Plaintiff/Respondent,)
) FROM SAN DIEGO COUNTY
vs.) HON. EDDIE C. STURGEON
)
NINUS MALAN, et al.,) COA NO. D075028
) SUPERIOR COURT NO.
Defendants/Appellants.) 37-2018-
-----) 00034229-CU-BC-CTL

REPORTER'S TRANSCRIPT ON APPEAL

Tuesday, August 14, 2018

(Pages 302 through 325, Inclusive)

Volume 3

330 West Broadway, Department 67
San Diego, California

Reported By:
Leyla S. Jones
CSR No. 12750

1 going to be stuck with me? Okay. Here's my court
2 order:

3 Mr. Griswold, I want you here. I don't
4 know what I'm going to do. I'll be quite honest.
5 I'm going to look at this case fresh, and I'm going
6 to make a determination whether there were --
7 Monday, 1:30, whether there will be a receiver or
8 not. That's going to be the goal. And you're going
9 to have all afternoon. We'll flesh it out
10 thoroughly. Okay? Here's the order right now for
11 all parties:

12 I don't want any money exchanged, none.
13 All bank accounts are frozen, and I mean frozen even
14 for an electric bill for the next six, seven days.
15 No property will be sold, none.

16 Two, I read something that they're trying
17 to sell -- when I said "property," I also mean real
18 property. I don't want any real property sold.
19 That's under the -- of this Court. So that would be
20 S -- Mira Mesa, Roselle, Balboa.

21 Am I right there? Do I have -- am not
22 saying --

23 MS. AUSTIN: Mira Este.

24 (Crosstalk.)

25 THE REPORTER: I'm sorry. I didn't --

26 MS. LEETHAM: As a point of clarification,
27 are you ordering the dispensary to shut down?

28 THE COURT: No, I'm not. Absolutely not.

1 But I don't any money flowing any way for the next
2 six days. I'm sure that can happen.

3 MS. LEETHAM: And I only say that because
4 the dispensary keeps very detailed logs of its -- so
5 they can continue to run and manage --

6 THE COURT: I hope they make money.

7 MS. LEETHAM: Me too.

8 THE COURT: I think we all do.

9 MR. GORIA: Just on that point, Your Honor,
10 are you talking about no exchange of money other
11 than in the regular course of business or nothing?

12 THE COURT: I want nothing. I don't even
13 want an electric bill paid. Nothing. In six days,
14 the world won't end, until I can find out.

15 Counsel, speak. You give me that look.

16 MS. AUSTIN: I'm sorry, Your Honor.
17 Because the dispensary runs on a limited amount of
18 product in store for safety reasons, and so they
19 regularly purchase product to put it in the store to
20 sell. Over a weekend, that's a lot of -- could be
21 a lot of product.

22 THE COURT: Give me an idea.

23 MS. AUSTIN: Hundred thousand dollars.

24 THE COURT: Jeez. Seriously?

25 MS. AUSTIN: Yes, Your Honor.

26 THE COURT: I'm new to the business,
27 Counsel. They sell \$100,000 worth --

28 MS. AUSTIN: They could. It's a weekend,

1 so you never know on a weekend.

2 THE COURT: Seriously? I may change my
3 order a little bit. They need product, this side of
4 the table.

5 MS. LEETHAM: Well, and that's the problem
6 with the dispensary is keeping some cohesiveness to
7 it. It's been up. It's been down.

8 THE COURT: Okay. Where does the hundred
9 thousand dollars come from?

10 MS. LEETHAM: The dispensary. It's all
11 internal. So it's at this point, I think, starting
12 to sustain itself now that we have the new operators
13 in. So it's coming internally. It's accounted for
14 too.

15 MS. AUSTIN: It would be money they
16 received from sales that would go back towards
17 product. We could cap it -- I'd have to verify with
18 our client, but I'm sure we could cap it a little
19 bit lower if we had to.

20 THE COURT: Give me a suggestion.

21 MS. LEETHAM: I'd be more than happy to
22 provide accounting for the limited number of days.

23 THE COURT: I know, but I want to set a
24 cap. See what she says. Give me a number.

25 MS. LEETHAM: 80,000.

26 THE COURT: Done. And, Counsel, so they
27 can have \$80,000 for the next eight days.

28 Obviously, the business is booming, I sense, here.

EXHIBIT O

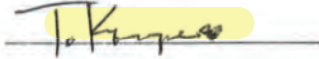
March 4, 2015

To whom it may concern,

I Tiffany Knopf officially resign from Point Loma Patient Consumer Co-op as of March 4th 2015

I leave my % to Adam Knopf

Tiffany Knopf

Handwritten signature of Tiffany Knopf in black ink, with a yellow highlighter mark under the name.

3/4/2015

CONFIDENTIAL

KNOPF R'S 2ND SUPP RDPD#1 000006

EXHIBIT P

5:39

LTE

< 35



Adam >

Do you know where every
freaking penny has gone and is

4 Replies

Truth

You also said that you
were going to get
someone to write that
you owned the business
before 2015 which is not
true

Again remember it's
super easy for me to
speak about all my stuff
when it's nothing but
truth I don't lie about
anything



iMessage



5:39

LTE

< 35



Adam >

Do you know where every
freaking penny has gone and is

4 Replies

You threaten me all if the
time about money. You
tie our money up for that
reason

No thank you.

I never said I had to get
anybody to write
anything I've owned the
business since 2009. It's
just what the papers all
say. Not me or someone
It's all online

2 Replies

For 11 years I have asked



iMessage



5:39

LTE

< 35



Adam >

For 11 years I have asked you for help with your kids, you haven't been able to and I feel more safe this way.

I never said I had to get anybody to write anything I've owned the business since 2009. It's just w...

2 Replies

That is not correct. It was a red shop that you owned. We invested all of our money into this permitted shop. Not the same.

and that is exactly why this isn't going to work. That was easy. Thank



iMessage



5:39

LTE

< 35



Adam >

and that is exactly why this isn't going to work. That was easy. Thank you

Remember Point Loma Patient Association was always what I was until the city made me change it to a consumer cooperative in 2015 that did not change anything other than a name change. The name change was done for the zoning requirements still same business same clientele was carried over in fact I can show that was what Eric and Judd



iMessage



5:40

LTE

< 35



Adam >

clientele was carried over
in fact I can show that
was what Eric and Judd
bought into. Was the
actual clientele

Again all the paperwork
is there and shows itself

Good story

Not a story those are all
facts with paperwork
filed with the state since
2009

You can say weaver you
like. Just like you say
Trump is President.

Anyway. No need to
ramble



iMessage



5:42

LTE

< 35



Adam >

Yes my business that I opened in 2009 is the same one I moved over to my 2015 and all the paperwork shows the same right on the states website that your lawyer can look it up it's called an alter ego in most incidents. Also I can show where all that money came from and it didn't come from you or me. But that's not what I'm interested in I'm interested in resolving and sticking together or moving on if you can't get your head out of your ass



iMessage



5:42

LTE

< 35



Adam >

Whoever is poisoning your brain when I find out they are going to feel the wrath I guess I'll just print out your phone list here and find out who's attacking my wife

That all our money that we spent, all the time that I spend helping , and taking care of your kids while they were jumping me that it hasn't nothing to do with me. Man you are crooked

You are crooked and you have shown me in your actions and words for too long.



iMessage



5:42

LTE

< 35



Adam >

Nothing I'm talking about
is crooked

No it is not. We spent our
money for two years on
that permit

It is not the same sorry.

It's all in the database in
the state at the IRS and
many other locations

You should have taken it
all in your own and you
didn't sorry

Not the same business
sorry

Yes my business that I opened in



iMessage



5:40

LTE

< 35



Adam >

It's not legal to have a red shop btw lol

It's not legal to not pay a woman that babysat your kids haha

I never had a red shop I was probably 215 compliant with the state the only problem was the city didn't have their zoning together so we were allowed to open up wherever we wanted

No one works for free.

Once the zoning was put into place we applied accordingly with the same entity



iMessage



5:42

LTE

< 35



Adam >

Yes my business that I opened in 2009 is the same one I moved over to my 2015 and all the pap...

You have never wanted to stick together. Ive been jumped by your kids for 11 years straight all while you watch

100% the same business we have argument emails back-and-forth with the city in 2015 telling them it was illegal for us to have to change our name from Point Loma Patient association to point Loma patient consumer co-op



iMessage



EXHIBIT Q

1 THE RESTIS LAW FIRM, P.C.
2 William R. Restis, Esq. (SBN 246823)
3 550 West C Street, Suite 1760
4 San Diego, California 92101
5 Tel: +1.619.270.8383
6 Fax: +1.619.752.1552
7 william@restislaw.com

8 Attorney for Plaintiff

9 [Additional Counsel listed on Signature Page]

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

10/06/2017 at 01:36:31 PM

Clerk of the Superior Court
By Erika Engel, Deputy Clerk

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

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

15 Plaintiff,

16 v.

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

Defendants.

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

CLASS ACTION

COMPLAINT FOR:

1. **PRODUCTION OF RECORDS PURSUANT TO CORPORATIONS CODE §§ 12603-12607;**
2. **VIOLATION OF THE UCL**
3. **VIOLATION OF THE CLRA**
4. **CONVERSION**
5. **UNJUST ENRICHMENT**

JURY TRIAL DEMANDED

1 Plaintiff Karl Beck (“Plaintiff”) alleges as to himself based on his own
2 experience, and as to all other allegations, based on investigation of counsel, which
3 included, *inter alia*, a review of defendant Point Loma Patients Consumer
4 Cooperative Corporation’s (the “PLPCCC”) public records and membership
5 documentation, public records related to defendants Adam Knopf (“Knopf”) and
6 Justus H. Henkes IV (“Henkes”, collectively the “Individual Defendants”), as well as
7 defendant entities wholly controlled by the Individual Defendants, including 419
8 Consulting Inc., Golden State Greens LLC, Far West Management, LLC, Far West
9 Operating, LLC, and Far West Staffing, LLC (the “Shell Companies”, collectively
10 altogether the “Defendants”).

11 **I. INTRODUCTION**

12 1. The PLPCCC is the largest and most successful medical marijuana
13 dispensary in San Diego county. Plaintiff estimates the cooperative has
14 approximately one thousand patrons daily, and generates millions in monthly revenue
15 through a single storefront (and delivery service) located in Point Loma.

16 2. Plaintiff is a member patron of the PLPCCC who became concerned
17 with the sheer volume of marijuana business being transacted there. Aren’t medical
18 marijuana cooperatives required to be non-profit? If Plaintiff is a member of the
19 “*Patients’ Consumer Cooperative Corporation*” why hasn’t he received any
20 dividends? Where is all the money going? And would it be illegal to buy medical
21 marijuana through a for-profit dispensary?

22 3. Plaintiff learned that the Individual Defendants personally own and
23 control not only the PLPCCC, but five Shell Companies. These Shell Companies
24 were created by the Individual Defendants within months after the PLPCCC was
25 formed in December 2014, and as the PLPCCC’s marijuana business expanded. The
26 Shell Companies have no public or visible business presence, except at the
27

1 PLPCCC's storefront location and the mailing address listed at Defendant Henkes'
2 accountancy office in La Jolla California.

3 4. Defendant Knopf is a director, and holds the executive offices at the
4 PLPCCC and each of the Shell Companies. Defendant Henkes is an accountant. He
5 serves as the PLPCCC's Chief Financial Officer and the Shell Companies' agent for
6 service. Mr. Henkes appears to represent a single enterprise - the PLPCCC and the
7 Shell Companies - since he does not visibly advertise his availability for hire.

8 5. Facing this suspicious backdrop, Plaintiff made a demand on Defendants
9 pursuant to Section 12603 of the Corporations Code for business records "reasonably
10 related to [Plaintiff's] interests as a member." As members of a "consumer
11 cooperative", Plaintiff and the Class¹ have a strong interest in ensuring that the
12 PLPCCC is operating in conformity with California's medical marijuana laws. Who
13 could argue otherwise? The Defendants.

14 6. Through counsel, the Defendants refused Plaintiff's demand and offered
15 multiple excuses why Plaintiff does not have "standing" to review PLPCCC records
16 (even after Plaintiff offered a confidentiality agreement). Defendants explained that
17 the PLPCC bylaws have a special clause that purportedly divests Plaintiff and the
18 Class from all rights of cooperative membership otherwise available by law.
19 According to Defendants, PLPCCC patrons have no voting rights or proprietary
20 interests in the cooperative, and possess no rights to inspect records.

21 7. Plaintiff knew his suspicions were well founded when Defendants
22 fabricated a story about Plaintiff purportedly being "banned from the facility", and
23 was seeking revenge because he was "disgruntled."

24
25
26 ¹ The Class pled herein is defined as "All California residents, who from
27 December 3, 2014 through the present, purchased any product from the Point Loma
Patients Consumer Cooperative Corporation."

1 Code § 17203, Civil Code § 1780(d) and Code of Civil Procedure §§ 88, 382 and
2 410.10.

3 12. Venue is proper in this Court pursuant to Code of Civil Procedure § 395
4 because Plaintiff transacted with the PLPCCC in San Diego County, and because
5 Defendants businesses and residences are located in this County, and because many
6 of the acts and transactions giving rise to the violations of law complained of herein
7 occurred in this County.

8 **III. PARTIES**

9 **A. PLAINTIFF'S EXPERIENCE WITH DEFENDANTS**

10 13. Plaintiff Karl Beck ("Beck") is, and at all times relevant hereto was, a
11 resident of San Diego County California. Plaintiff Beck has been a patron of the
12 PLPCCC since approximately March 1, 2016, making purchases from the PLPCCC
13 approximately 6 times over a span of six months.

14 14. On July 25, 2017 and August 30, 2017, Plaintiff Beck sent a demand
15 letter to Defendants herein pursuant to the CLRA, by certified mail, return-receipt
16 requested. Plaintiff explained how it appears that Defendants are operating an illegal
17 for-profit medical marijuana business as explained herein. The CLRA letters set forth
18 Defendants violations of the CLRA, and demanded that Defendants correct the
19 violations. A true and correct copy of Plaintiff's CLRA demand letters, and certified
20 mail receipts, are attached hereto as Exhibit "A".

21 15. Also on July 25, 2017, Plaintiff made a demand for inspection of records
22 of the PLPCCC, the Shell Companies, and the Individual Defendants pursuant to
23 Corporations Code §§ 12580-83, and 12603. Those sections entitle members of a
24 cooperative corporation to inspect and copy the "accounting books and records and
25 minutes of proceedings" of a cooperative, as well as subsidiaries thereof, "for a
26 purpose reasonably related to such person's interest as a member." The Corporation
27

1 Code provides that a member’s right to such books and records may “not be limited
2 by contract or by the articles or bylaws.”

3 16. Plaintiff’s July 25, 2017 demand accordingly requested the following
4 documentation:

- 5 (1) Articles of incorporation, all amendments, and all bylaws for the
6 PLPCCC and Shell Companies;
- 7 (2) All meeting minutes for the PLPCCC and Shell Companies since
8 January 1, 2015;
- 9 (3) A list of the names and addresses of all members of the PLPCCC
10 since January 1, 2015;
- 11 (4) All “Financial Statements” of the PLPCCC and Shell Companies
12 since January 1, 2015. *See* CORP. CODE § 12217;
- 13 (5) All evidence of any “distribution” or “patronage distribution” made
14 by the PLPCCC and Shell Companies since January 1, 2015;
- 15 (6) Contracts between PLPCC and any of the Shell Companies; and
16 (7) Contracts between PLPCC and any of the Individual Defendants.
17

18 17. Defendants responded through counsel that Plaintiff “appears to be an
19 associate member” and as such “would not be entitled to the documents ...
20 requested.” Defendants stated that certain clauses in the PLPCCC’s bylaws provide
21 that “associate members” (*i.e.*, each of the thousands of patrons of the PLPCCC)
22 “shall not be considered ‘members’ and shall have no rights to which a member
23 would be entitled to under [Corporations Code] § 12238.” According to Defendants,
24 Plaintiff “does not have standing to demand any of the documentation requested... as
25 each request requires as a condition that the requestor be a member of the PLPCCC.”
26
27
28

1 18. Defendants had no reasonable basis to deny Plaintiff’s request for
2 records. First, whether Plaintiff is a “member” (which according to Plaintiff’s review
3 of the PLPCCC’s bylaws, appear to be just the Individual Defendants), or “associate
4 member,” the requested records are “for a purpose reasonably related to [Plaintiff’s]
5 interests as a member.” CORP. CODE § 12603. Plaintiff has a very strong interest in
6 ensuring he and other PLPCCC members are not violating California’s medical
7 marijuana laws by engaging in transactions with an illegally operating dispensary,
8 and that he and other Class members receive appropriate patronage distributions to
9 ensure that the dispensary is non-profit. Second, PLPCC bylaws² reference
10 Corporations Code § 12238, which only addresses members’ “right to vote” and
11 “proprietary interests”, and does not purport to restrict members’ rights to inspection.
12 Finally, the Corporations Code provides that a member’s right to inspection of
13 documents “may not be limited by contract or the articles or bylaws.” *Id.*, § 12583.

14 19. Defendants’ also claimed that Plaintiff was also not entitled to records
15 (or any relief) because Plaintiff was purportedly “banned from the facility due to his
16 inappropriate and harassing behavior towards other members within 30 days of
17 becoming a member.” This charge is completely fabricated. At no time did Plaintiff
18 exhibit “inappropriate or harassing behavior” toward other PLPCCC members,
19 PLPCCC employees or anyone else. Nor was Plaintiff ever notified as such, nor was
20 Plaintiff ever notified that he was purportedly banned, nor has Plaintiff received any
21 rebuke of any kind from anyone related to the PLPCCC. In addition, Plaintiff
22 engaged in multiple transactions with the PLPCCC that spanned much longer than a
23

24 ² Plaintiff qualifies all allegations related to PLPCCC bylaws because he cannot
25 verify that the PLPCCC bylaws he received from Defendants’ counsel was not
26 drafted in response to his July 25, 2017 demand letter. The meta-data on the file
27 indicates that it was created on September 19, 2017. Plaintiff reserves the right to
28 withdraw, change or amend allegations concerning the PLPCCC bylaws after a
reasonable opportunity for discovery.

1 30 day period. Plaintiff has every intention of return to the PLPCCC if they operate
2 their marijuana dispensary in compliance with California law.

3 20. Any records purportedly evidencing harassment or a less than 30 day
4 purchase period were created or altered in response to Plaintiff's July 25th CLRA and
5 records demand, and Plaintiff specifically puts Defendants on notice of his intent to
6 forensically examine any database or other electronic records of the PLPCCC.³

7 **B. DEFENDANTS' INFORMATION**

8 21. Defendant Point Loma Patients Consumer Cooperative Corporation
9 ("PLPCCC") is a California corporation organized under the California Consumer
10 Cooperative Corporation Law. The PLPCCC operates a medical marijuana storefront
11 dispensary, as well as a medical marijuana delivery service out of 3452 Hancock
12 Street, San Diego, CA 92110.

13 22. The PLPCCC was formed on or about April 24, 2014, and received a
14 conditional use permit from the City of San Diego, for operation of a Medical
15 Marijuana Consumer Cooperative on or about December 3, 2014. The PLPCCC
16 began selling medical marijuana shortly thereafter. The PLPCCC received an
17 amended conditional use permit on or about September 16, 2016 to double the size of
18 its storefront dispensary to handle increased traffic.

19 23. Defendant Adam Knopf ("Knopf") is an individual residing within the
20 County of San Diego. Knopf is the principal shareholder, Director, CEO, and
21 corporate Secretary of the PLPCCC. Defendant Knopf is the CEO, CFO, Corporate
22 Secretary, and sole Director of defendant 419 Consulting, Inc. Defendant Knopf is
23 also the managing member of defendants Golden State Greens LLC, Far West
24 Management, LLC, Far West Operating, LLC, and Far West Staffing, LLC.

25
26 ³ Pursuant to Bus. & Prof. Code § 19327, the PLPCCC must keep "accurate
27 records of commercial cannabis activity."

1 of their Statements of Information filed with the California Secretary of State
2 describes their business as “business to business management services.”

3 28. None of the Shell Companies has any discernable business presence,
4 products or services for sale to the general public, any marketing materials or
5 website, or business office other than at the PLPCCC’s office and/or Defendant
6 Henkes’ CPA office.

7 29. Plaintiff does not know the true names of defendants DOES 1 through
8 50, and therefore sues them by those fictitious names. Plaintiff is informed and
9 believes, and on the basis of that information and belief alleges, that each of those
10 defendants was in some manner proximately responsible for the events and
11 happenings alleged in this complaint and for Plaintiff’s injuries, damages, restitution
12 and equitable remedies prayed for herein.

13 **IV. SUBSTANTIVE ALLEGATIONS**

14 **A. CALIFORNIA’S MEDICAL MARIJUANA LAWS**

15 30. In 1996, voters passed Proposition 215, also known as the
16 Compassionate Use Act (the “CUA”), making California the first state to legalize the
17 use of medical marijuana for qualified patients. Subsequent legislation included the
18 Medical Marijuana Program Act (“MMPA”) in 2003, which created a framework for
19 monitoring medical marijuana usage. The MMPA bars individuals and any collective,
20 cooperative, or other group from transforming medical marijuana projects authorized
21 under the MMPA into for-profit enterprises.⁴

22 31. In 2008, the California Attorney General and Department of Justice
23 issued their *Guidelines for the Security and Non-Diversion of Marijuana Grown for*
24

25 ⁴ On November 9, 2016, California passed Proposition 64, making it legal for
26 adults over the age of 21 to possess marijuana for recreational use. However, the sale
27 of marijuana for profit is not permitted until the California Bureau of Marijuana
28 Control issues the necessary licenses, which will be issued no sooner than January 1,
2018.

1 *Medical Use* (the “Guidelines”), which had the stated purpose of helping patients and
2 law enforcement understand their rights and duties for the cultivation, sale and use of
3 medical marijuana under California law.

4 32. California Health and Safety Code § 11362.765(a) provides that neither
5 the CUA or MMPA “authorize any individual or group to cultivate or distribute
6 cannabis for profit.” According to the Guidelines, cooperative corporations are to be
7 “*democratically controlled and are not organized to make a profit for themselves, as*
8 *such, or for their members, as such, but primarily for their members as patrons.*”
9 Further, “[c]ooperatives must follow strict rules on ... *distribution of earnings*, and
10 must report individual transactions from individual members each year.” The
11 Guidelines note that a medical marijuana cooperative may have earnings, but these
12 “must be used *for the general welfare of its members or equitably distributed to*
13 *members in the form of cash, property, credits or services.*” Guidelines at p. 8.

14 33. The Guidelines provide that medical marijuana may be “[a]llocated
15 based on fees that are reasonably calculated to cover overhead costs and operating
16 expenses.” In other words, “[a]ny monetary reimbursement that members provide to
17 the ... cooperative should only be an amount necessary to cover overhead costs and
18 operating expenses.” Guidelines at p. 10. This includes payments to individuals for
19 “reasonable compensation... for services provided as well as out-of-pocket
20 expenses.”

21 34. Under California case law, relevant considerations to determine whether
22 a medical marijuana business is illegally operating for profit include, *inter alia*, a
23 high volume of customers and transactions, the absence of participation by customers
24 in the operation or governance of the cooperative, information reflected in financial
25 records, and any processes or procedures by which the cooperative makes itself
26 accountable to its member patrons.

1 **B. DEFENDANTS’ MEDICAL MARIJUANA BUSINESS**

2 35. Individual Defendants Knopf and Henkes are the principals and
3 executive officers of the PLPCCC. The PLPCCC received approval from the City of
4 San Diego in December 2014 to operate a Medical Marijuana Consumer Cooperative
5 at 3452 Hancock Street, San Diego, 92110. Shortly thereafter, the PLPCC opened its
6 doors selling medical marijuana to the public.

7 36. Within six months after the PLPCCC opened for business, the Individual
8 Defendants formed the Shell Companies as their officers, directors, and principal
9 shareholders. None of the five (known) Shell Companies have any discernable
10 business presence, no websites, and no products or services on offer to the public. All
11 five Shell Companies share addresses in the same office complex in La Jolla,
12 California where Defendant Henkes works as a Certified Public Accountant, or in the
13 same building as the PLPCCC.

14 37. The PLPCCC is the largest and most successful medical marijuana
15 dispensary in San Diego County. The PLPCC averages over a thousand patrons daily,
16 generating millions of dollars in monthly revenue through a single store-front and
17 delivery service with approximately a dozen employees.

18 38. Despite its huge revenues relative to such a small operation, the
19 PLPCCC has never made a “patronage distribution” to Plaintiff or any member of the
20 Class. Nor does the PLPCCC seek or allow participation by Plaintiff and the Class in
21 the operation or governance of the cooperative.

22 39. Instead, based on the above and on information and belief, the Individual
23 Defendants use the Shell Companies as entities contracted by the PLPCC to
24 unlawfully divert funds out of the PLPCCC. This allows the Individual Defendants to
25 hide substantial revenues from the (illegal for-profit) sale of medical marijuana in the
26

27
28

1 Shell Companies, avoid showing a profit in the cooperative itself, and avoid paying
2 out patronage distributions to Plaintiff and the Class.

3 40. Based on the tremendous revenue generated by Defendants medical
4 marijuana business, Plaintiff is informed and believes that funds distributed by the
5 PLPCCC to the Shell Companies and Individual Defendants are far in excess of any
6 reasonable compensation for services provided and out-of-pocket expenses.

7 41. The PLPCCC has absolved itself of any accountability whatsoever to
8 Plaintiff and members of the Class. According to the PLPCCC bylaws, there is one
9 class of “member”, *and it is not Plaintiff and the Class*. On information and belief,
10 the only (or principal) “members” of the PLPCCC are the Individual Defendants
11 themselves. These “members” are the only persons that have voting rights or a
12 “proprietary interest” in the PLPCCC. Thus, instead of operating a “democratically”
13 controlled cooperative, “for the benefit of members *as patrons*”, the Individual
14 Defendants operate the PLPCCC primarily for their own benefit as shareholders.

15 42. The Individual Defendants have caused the PLPCC to strip Plaintiff and
16 the Class of their rights through the PLPCCC bylaws.⁵ The bylaws purport to divest
17 Plaintiff and the Class of all voting rights and “proprietary interests” in the PLPCCC
18 by labelling them as mere “associate members.” However, such bylaw covenants
19 violate the requirements of California’s medical marijuana laws as expressed in, *at*
20 *least*, the Guidelines. As such, the bylaws are “in conflict with law,” pursuant to
21 Corporations Code § 12331(c), and are therefore void. In other words, California’s
22 medical marijuana laws control the interaction between Plaintiff and Defendants, not
23 Defendants’ bylaws drafted to avoid those laws.

24
25
26 ⁵ See footnote 2.

1 **V. CLASS ALLEGATIONS**

2 50. Plaintiff brings this action as a class action pursuant to California Code
3 of Civil Procedure § 382 and Civil Code § 1781 for the following Class of persons:

4 All California residents, who from December 3, 2014 through the present,
5 purchased any product from the Point Loma Patients Consumer
Cooperative Corporation

6 Excluded from the Class are all legal entities, Defendants herein and any person,
7 firm, trust, corporation, or other person or entity related to any defendant, any
8 counsel for the Class, including members of their immediate families and office staff,
9 as well as any judge, justice or judicial officer presiding over this matter and
10 members of their immediate families and judicial staff.

11 51. Plaintiff reserves the right to amend the Class definition(s) if further
12 investigation and/or discovery indicates that the Class definition(s) should be
13 narrowed, expanded, or otherwise modified.

14 52. While the exact number of Class members is unknown to Plaintiff at this
15 time, and will be ascertained through appropriate discovery, Plaintiff is informed and
16 believes that there are thousands of members in the proposed Class. The number of
17 individuals who comprise the Class are so numerous that joinder of all such persons
18 is impracticable and the disposition of their claims in a class action, rather than in
19 individual actions, will benefit both the parties and the courts.

20 53. Plaintiff's claims are typical of the claims of the other members of the
21 Class. All members of the Class have been and/or continue to be similarly affected by
22 Defendants' wrongful conduct as complained of herein, in violation of California law.
23 Plaintiff is unaware of any interests that conflict with or are antagonistic to the
24 interests of the Class.

25 54. Plaintiff will fairly and adequately protect the Class members' interests
26 and has retained counsel competent and experienced in consumer class action
27

1 lawsuits and complex litigation. Plaintiff and his counsel have the necessary financial
2 resources to adequately and vigorously litigate this class action, and Plaintiff is aware
3 of her duties and responsibilities to the Class.

4 55. Defendants has acted with respect to the Class in a manner generally
5 applicable to each Class member. Common questions of law and fact exist as to all
6 Class members and predominate over any questions wholly affecting individual Class
7 members. There is a well-defined community of interest in the questions of law and
8 fact involved in the action, which affect all Class members. Among the questions of
9 law and fact common to the Class are, *inter alia*:

- 10 a) Whether Plaintiff and absent Class members have “standing” to inspect
11 Defendants’ books and records as requested herein;
- 12 b) Whether the Individual Defendants are improperly diverting revenues
13 from the PLPCCC through the Shell Companies;
- 14 c) Whether the payments from the PLPCCC to the Shell Companies and/or
15 Individual Defendants amount to “reasonable compensation for services
16 rendered” and payment of out-of-pocket costs;
- 17 d) Whether Defendants are operating an illegal for-profit medical
18 marijuana business;
- 19 e) Whether the Individual Defendants and/or the Shell Companies should
20 be ordered to disgorge monies to the PLPCCC, and the amount of such
21 disgorgement;
- 22 f) Whether the PLPCCC’s bylaws may divest Plaintiff and the Class of
23 their rights as cooperative corporation members under California’s
24 medical marijuana laws;
- 25 g) Whether Plaintiff and the Class are entitled to patronage distributions
26 from the PLCCC;
- 27

1 impracticable. Furthermore, as the injury and/or damages suffered by individual
2 Class members may be relatively small, the expense and burden of individual
3 litigation makes it impossible as a practical matter for Class members to individually
4 redress the wrongs done to them. There will be no difficulty in managing this action
5 as a class action.

6 57. Defendants have acted on grounds generally applicable to the entire
7 Class with respect to the matters complained of herein, thereby making appropriate
8 the relief sought herein with respect to the Class as a whole.

9 **FIRST CAUSE OF ACTION**

10 **Corporations Code §12603 *et seq***
11 **Enforcement of Plaintiff's Right to Cooperative Records**

12 58. Plaintiff hereby incorporates by reference the allegations contained in
13 the preceding paragraphs of this Complaint.

14 59. Corporations Code Section 12603 provides:

15 The accounting books and records and minutes of proceedings of the
16 members and the board and committees of the board shall be open to
17 inspection upon the written demand on the corporation of any member at
any reasonable time, for a purpose reasonably related to such person's
interests as a member.

18 60. The Corporation Code provides that a member's right to such books and
19 records may "not be limited by contract or by the articles or bylaws." Corporations
20 Code §§ 12583.

21 61. On July 25, 2017, Plaintiff made a demand for inspection of records of
22 the PLPCCC, the Shell Companies, and the Individual Defendants pursuant to
23 Corporations Code §§ 12580-83, and 12603 as described herein. This was a lawful
24 demand for production under the Corporations Code, and was for a purpose
25 reasonably related to Plaintiff's interests as a member, *i.e.*, ensuring that the PLPCCC
26 is operating as a non-profit in compliance with California law.

1 other equitable relief, including full restitution and the disgorgement of all improper
2 revenues and ill-gotten profits derived from Defendants' wrongful conduct to the
3 fullest extent permitted by law. Additionally, Plaintiff requests that the Court award
4 all members of the Class, who were of the attained age of 65 at the time of the
5 Defendants' wrongful acts and omissions as alleged herein, to receive a statutory
6 trebling of their restitutionary award pursuant to CAL. CIV. CODE § 3345.

7 **THIRD CAUSE OF ACTION**

8 **Violation of CAL. CIV. CODE §§ 1770, *et seq.* -**
9 **Unfair Competition and Deceptive Acts and Practices**

10 75. Plaintiff hereby incorporates by reference the allegations contained in
11 the preceding paragraphs of this Complaint.

12 76. Defendants sell "goods" from the PLPCCC storefront as defined by
13 California Civil Code §1761(a).

14 77. Defendants are "persons" as defined by California Civil Code §1761(c).

15 78. Plaintiff and Class Members are "consumers" within the meaning of
16 California Civil Code §1761(d) because they transacted with Defendants for personal
17 use.

18 79. Plaintiff and Class members' purchases from the PLPCCC are
19 "transactions" as defined by California Civil Code §1761(e).

20 80. Defendants' engaged in unfair methods of competition in violation of
21 the CLRA by:

22 a. "misrepresenting the affiliation, connection, or association"
23 between the PLPCCC and the Shell Companies. Civil Code §
24 1770(3);

25 b. misrepresenting that products sold by the PLPCC have
26 "sponsorship [and] approval" that they do not have, *i.e.*, that
27

1 85. California’s medical marijuana laws require that a cooperative or
2 collective selling medical marijuana must be “democratically controlled”, “jointly
3 owned and operated by members of a group”, not be “organized to make a profit” but
4 “primarily for their members as patrons.” Moreover, “cooperatives must follow strict
5 rules on ... distributions of earnings.”⁶

6 86. Thus, under California’s medical marijuana laws and Corporations Code
7 as described herein, Plaintiff and the Class had a legal right to distributions of
8 PLPCCC revenues in excess of (legitimate) costs, *i.e.* “patronage distributions” as
9 defined by, and as calculated by, the Corporations code.

10 87. The Individual Defendants, through the instrumentalities of the Shell
11 Companies, intentionally and substantially interfered with Plaintiff and Class
12 members’ right to PLPCCC revenues in excess of (legitimate) costs by diverting
13 revenues to themselves through the Shell Companies in violation of law. Defendants
14 have and continue to exercise dominion and control over such PLPCCC revenues
15 wrongfully diverted.

16 88. Defendants also intentionally and substantially interfered with Plaintiff
17 and the Class’ right to PLPCCC revenues in excess of (legitimate) costs by inserting
18 illegal clauses in the PLPCCC bylaws purporting to divest Plaintiff and the Class of
19 all legal rights as members of a medical marijuana cooperative corporation.

20 89. Plaintiff and the Class interests in patronage dividends are reflected in
21 the books and records of the Defendants, which are accounts showing amounts owed
22 to Plaintiff and the Class. Defendants’ books and records reflect each transaction
23 between Plaintiff and the Class on one hand, and the PLPCCC in the other, the date
24 of the transaction, the amount of the transaction, and other items necessary to
25

26 ⁶ *Guidelines, at p. 8*

1 determine the liquidated amount of patronage distributions owed to Plaintiff and the
2 Class pursuant to Corporations Code §§ 12201.5, and 12243.

3 90. On or about July 25, 2017 Plaintiff demanded that Defendants remedy
4 their unlawful conversion of Plaintiff and the Class proprietary rights to PLPCCC
5 revenues in excess of (legitimate) costs by, *inter alia*, disgorging moneys wrongfully
6 taken, back to the PLPCCC. The Defendants refused.

7 91. Plaintiff and the Class were unaware of Defendants' scheme to obtain
8 dominion and control over PLPCCC revenues as described herein, and did not
9 consent to it. Indeed, Defendants contractually prohibited Plaintiff and the Class from
10 discovering Defendants' scheme through the PLPCCC bylaws, thereby depriving
11 Plaintiff and the class access to Defendants' books and records, and voting rights
12 over PLPCCC cooperative property.

13 92. As a direct and proximate result of Defendants' wrongful actions,
14 Plaintiff and the Class have been deprived of patronage distributions, to be calculated
15 in accordance with Corporations Code §§ 12201.5, and 12243, in an amount to be
16 proven at trial.

17 **FIFTH CAUSE OF ACTION**

18 **Unjust Enrichment** 19 **Against The Individual Defendants and Shell Companies**

20 93. Plaintiff hereby incorporates by reference the allegations contained in
21 the preceding paragraphs of this Complaint.

22 94. The Shell Companies, and by extension, the Individual Defendants that
23 wholly control those Shell Companies, have been unjustly enriched at the expense of
24 Plaintiff and the Class by the unlawful diversion of funds from the PLPCCC to hide
25 an illegal for-profit medical marijuana business.

26 95. Patronage distributions to Plaintiff and the Class are necessary for
27 members to ensure that the PLPCCC operates as a non-profit corporation, and
28

1 represent fees paid to the cooperative by Plaintiff and the Class in excess of what is
2 reasonably calculated to cover (true) overhead costs and operating expenses.
3 Therefore it would be unjust to allow Defendants to retain these monies.

4 96. Plaintiff and each member of the Class are entitled to restitution and/or
5 disgorgement of funds from the Shell Companies and Individual Defendants in an
6 amount to be proven at trial.

7 **VI. PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff and the Class pray for relief and judgment as follows:

9 A. For an Order enforcing Plaintiff's records demand pursuant to
10 Corporations Code § 12206, ordering the appointment of one or more independent
11 accountants to audit Defendants' books and records, and order a report thereon, at
12 Defendants' expense;

13 B. For an order declaring that this action is properly maintained as a class
14 action, certifying the Class described herein (or hereafter defined), and appointing
15 Plaintiff as representative for the Class, and appointing Plaintiff's counsel as Class
16 Counsel;

17 C. That Defendants bear the costs of any notice sent to the Class;

18 D. For an order awarding Plaintiff and the members of the Class actual
19 damages, restitution and/or disgorgement;

20 E. For an order enjoining Defendants from continuing to engage in the
21 unlawful and unfair business acts and practices as alleged herein;

22 F. For an award of statutory trebling of awards for all members of the Class
23 who were of the attained age of 65 at the time of the Defendants' wrongful acts and
24 omissions as alleged herein, pursuant to Cal. Civ. Code § 3345;

25 G. For an order awarding Plaintiff and the members of the Class pre- and
26 post-judgment interest;

1 H. For an order awarding attorneys' fees and costs of suit, including expert's
2 witnesses fees and electronic discovery fees as permitted by law, including
3 reimbursement for reasonable costs and expenses, as well as reasonable attorneys'
4 fees, pursuant to Corporations Code § 12607; and

5 I. Such other and further relief as this Court may deem just and proper.

6 **VII. JURY TRIAL DEMAND**

7 Plaintiff demands a trial by jury for all of the claims asserted in this Complaint
8 so triable.

9
10 DATED: October 6, 2017

Respectfully submitted,

THE RESTIS LAW FIRM, P.C.

11
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13 
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EXHIBIT A

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July 25, 2017

John Rickards
Adam Knopf
Sinner Brothers, Inc.
Point Loma Patient Consumer Cooperative
3452 Hancock Street, San Diego, CA 92110

Via Certified Mail Return Receipt Requested

Adam Knopf
Justus H. Henkes IV
419 Consulting Inc.,
Justus H. Henkes IV, LLC
7742 Herschel Ave., Suite M
La Jolla, CA 92037

Adam Knopf
Justus H. Henkes IV
Far West Management, LLC
Far West Operating, LLC
Far West Staffing, LLC
7734 Herschel Ave., Suite L
La Jolla, CA 92037

Re: Records Request and Notice of Anticipated Litigation

Gentlemen,

We represent John Beck ("Plaintiff"), a member of the Point Loma Patient Consumer Cooperative (the "PLPCC"). This letter serves as our request for inspection of records from PLPCC and related Entities¹ and Individuals² pursuant to California Corporations Code §§ 12581, 12582, and 12603.

This letter also provides Plaintiff's explanation of grievances prior to filing a derivative action on behalf of PLPCC member patrons pursuant to Corporations Code § 12490(b). Finally, this letter constitutes the required notice to PLPCC, the Entities, and Individuals under the California Consumer Legal Remedies Act (the "CLRA"), describing violations of the CLRA and our client's demand to remedy such violations within thirty (30) days from receipt of this letter. *See*, CAL. CIV. CODE § 1782(a).

¹ Related entities include, but are not limited to, Sinner Brothers, Inc., 419 Consulting Inc., Far West Management, LLC, Far West Operating, LLC, Far West Staffing, LLC, and Justus H Henkes IV, Inc. (collectively the "Entities")

² Related individuals include, but are not limited to, John Rickards, Adam Knopf, and Justus H. Henkes IV.

I. EXPLANATION OF ILLEGAL CONDUCT

California law requires that a medical marijuana cooperative must file articles of incorporation with the state and conduct its business for the mutual benefit of its members. CAL. CORP. CODE §§ 12201, 12201.5, 12300. Cooperative corporations are "democratically controlled and are not organized to make a profit for themselves, as such, or for their members, as such, but primarily for their members as patrons." *Id.* at § 12201. The earnings and savings of the business must be used for the general welfare of its members or equitably distributed to members in the form of cash, property, credits, or services, under guidelines provided by statute. *See id.* §§ 12201.5, 12451.

First, PLPCC explicitly holds itself out and represents itself as a "cooperative." However, PLPCC does not appear to be registered as a corporation with the Secretary of State or under a d/b/a with the City of San Diego. Nor have we seen filings with the Secretary of State that would indicate Sinner Brothers, Inc. has taken necessary steps to organize itself as a cooperative corporation. This is problematic because no business may call itself a "cooperative" unless properly organized and registered as such under the Corporations Code. §§ 12311(b), 12679.

Second, it appears the PLPCC, the Entities, and/or the Individuals are operating the PLPCC as a for-profit organization in violation of the Medical Marijuana Program Act ("MMPA"). *See People v. Jackson* (2012) 210 Cal.App.4th 525, 538-59. According to our review of records from the California Board of Equalization ("BOE"), PLPCC is generating millions of dollars in annual revenues excess of its liabilities, while failing to distribute those monies to member patrons as required by California law. If true, such an arrangement violates the spirit, if not the letter of California's medical marijuana laws, and the laws pertaining to the operation of cooperative corporations as described herein. *See also*, CORP. CODE §§ 12671, 12672, 12674 (describing improper distribution of assets).

Third, we believe the Entities and/or Individuals are improperly benefiting from transactions with the PLPCC to the detriment of Plaintiff and other member patrons. *See* CORP. CODE § 12373 (concerning interested transactions with directors). It appears that revenues of the PLPCC are and have been improperly diverted to the Entities and/or Individuals. As a result of this, we are concerned that the earnings and savings of the PLPCC are not being distributed to Plaintiff and other member patrons pursuant to the California Corporations Code. *See* CORP. CODE §§ 12201, 12201.5, 12451. To our knowledge, no such distributions have been made to either Plaintiff or other member patrons of the PLPCC.

Fourth, given the absence of registration of the PLPCC as a cooperative corporation, as well as the structure of related Entities, the failure to pay dividends to member patrons appears calculated and intentional. *See* CORP. CODE §§ 12671, 12672, 12674, 12679 (concerning the issuance of memberships with intent to defraud, fraudulent distribution of assets, and improper use of the designation "cooperative.")

Fifth, the above conduct violates the CLRA. Specifically, the PLPCC and the Individuals have misrepresented the PLPCC as a cooperative corporation. This "[m]isrepresent[s] the source... [and] certification of" products sold by the PLPCC. CIV CODE § 1770(2). In the same manner, the PLPCC and the Individuals have "misrepresent[ed] the affiliation, connection, or association" with the Entities. *Id.*, § 1770(3). This also means that the PLPCC and the Individuals have represented that products sold by the PLPCC have "sponsorship [and] approval" that they do not have. *Id.*, § 1770(5); *see also id.*, § 1770(16) (prohibiting representations "that the [sale of marijuana products] [have] been supplied in accordance with a previous representation [about PLPCC's standing as a 'cooperative'] when it has not.") It also causes the PLPCC's membership agreement to confirm false "representat[at]ions] that transaction[s] confer[] or involve[] rights, remedies, or obligations that it does not have or involve or that are prohibited by law." *Id.*, § 1770(14).

II. DEMAND FOR CORRECTIVE ACTION

Based on the above, PLPCC and its related entities and individuals failure to take adequate corrective action, or otherwise provide cogent evidence that we are incorrect in our beliefs, this law firm will institute legal action on behalf of a class of PLPCC member patrons.

Pursuant to California Civil Code §§ 1780, *et. seq.*, and Corporations Code Sections 12376(d) and 12490, we demand, on behalf of the named Plaintiff and all similarly situated member patrons of PLPCC, that immediate corrective action be taken to remedy the violations of law described herein.

First, we demand that the PLPCC be properly, lawfully registered as a cooperative corporation with the California Secretary of State.

Second, the PLPCC must issue corrective notices informing member patrons of the PLPCC's failure to comply with California medical marijuana laws so they can initiate action to protect their interests under the law, and to claim patron distributions.

Third, the responsible Individuals and Entities must disgorge to the PLPCC revenues improperly diverted from patron distributions.

Fourth, the PLPCC must make distributions to Plaintiff and the member patrons in accordance with the formulas provided for cooperative corporations. *See* CORP. CODE §§ 12201.5, 12451.

If the PLPCC, the Entities and Individuals do not provide a full and adequate remedy within thirty (30) days from receipt of this letter, we will seek all justified damages including, but not limited to, statutory damages, punitive damages, attorney's fees and costs, and any other relief that the Court deems proper in a class action lawsuit. *See* CAL. CIV. CODE §§ 1782(c).

III. RECORDS REQUEST

To provide oversight that the PLPCC is complying with California law and providing adequate remedial measures, Plaintiff immediately demands that copies of the following records be provided pursuant to California Corporations Code §§ 12340, 12581, 12582, and 12603:

- (1) Articles of incorporation, all amendments, and all bylaws for each of the Entities:
 - a. Point Loma Patients Consumer Cooperative,
 - b. Sinner Brothers, Inc.,
 - c. 419 Consulting Inc.,
 - d. Far West Management, LLC,
 - e. Far West Operating, LLC,
 - f. Far West Staffing, LLC, and
 - g. Justus H Henkes IV, Inc.
- (2) All meeting minutes for each of the Entities since January 1, 2015;
- (3) A list of the names and addresses of all members of the PLPCC since January 1, 2015;

- (4) All "Financial Statements" of each of the Entities since January 1, 2015. *See* CORP. CODE § 12217;
- (5) All evidence of any "distribution" or "patronage distribution" made by PLPCC or any of the Entities since January 1, 2015;
- (6) Contracts between PLPCC and any of the Entities; and
- (7) Contracts between PLPCC and any of the Individuals.

IV. EVIDENCE PRESERVATION REQUEST

Under the California Code of Civil Procedure and the California Rules of Court, the PLPCC, the Entities and Individuals are obligated hereby to preserve all hard copy documents and electronically stored information ("ESI") relating to the subject matter of this letter. This obligation includes suspending the PLPCC's, the Entities' and Individuals' records management/destruction policies for all information. This includes ESI from all databases, network systems, hard drives, email, calendar, webpage, voicemail, instant message, intranet, and social network data. In addition to obligations concerning information that came into existence before receipt of this letter, the PLPCC, the Entities and Individuals should maintain in active directories all current information in unaltered, native format.

Sincerely,



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<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$.46	
Total Postage and Fees \$ 6.46	
Sent To Adam Knopf and/or Justus H. Henker IV	
Street and Apt. No., or PO Box No. 7734 Herschel Ave Suite 1	
City, State, ZIP+4® La Jolla, CA 92037	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7016 0340 0001 1060 5947

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Certified Mail Fee \$ 3.30	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy) \$ 2.70	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$.46	
Total Postage and Fees \$ 6.46	
Sent To Justus H Henker and/or Adam Knopf	
Street and Apt. No., or PO Box No. 7742 Herschel Ave Ste M 419	
City, State, ZIP+4® La Jolla CA 92037	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruction	



August 30, 2017

Via Electronic and First Class Mail

Gina M. Austin
Austin Legal Group, APC
3990 Old Town Avenue, Suite A-112
San Diego, CA 92110
gaustin@austinlegalgroup.com

Re: *Karl Beck v. Point Loma Patients Consumer Cooperative, et al.*

Dear Ms. Austin,

We are in receipt of your letter dated August 29, 2017, and are concerned by your apparent disregard for the seriousness of our allegations.

Please go back and review Mr. Krinsk's July 25, 2017 demand letter (the "Letter") as being sent on behalf of "Karl Beck", a member of the PLPCC.¹ It appears the names of two clients were combined, which caused your understandable confusion. However, your office had more than a month to meet and confer concerning the correct parties.

In addition, we take your "express den[ial of] the alleged violations in [our] letter" to be insufficient response under California Corporations Code § 12490, and Civil Code § 1782. These statutes do not require the plaintiff to spell their name correctly, only put the defendants on notice of the alleged wrongdoing and request appropriate remedies prior to bringing suit. Mr. Krink's Letter was more than sufficient to put PLPCC (and the other defendants) on notice of the claims against them.

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¹ I note that immediately following our Letter, the PLPCC was renamed to "Golden State Greens." Please interpret the Letter's request under CAL. CORP. CODE §§ 12340 *et seq.* to include all documents as they refer or relate to Golden State Greens.

A handwritten signature in black ink, appearing to read 'R. J. Krink', is written over a horizontal line.

Since it will take a few days to prepare the complaint, we will allow you until **September 11, 2017** to provide the documentation requested pursuant to CAL. CORP. CODE §§ 12340 *et seq.* If we do not receive the requested evidence by that time, and begin the process of providing appropriate remedial remedies on a class-wide basis, I am afraid litigation is unavoidable. I wish we could provide additional time, but your waste of more than a month, combined with our fiduciary duty to vigorously advocate class interests, require us to proceed.

Also, your letter indicated that you only represent the PLPCC. Please advise whether you represent any of the other putative defendants, and if not, have their counsel contact me.


William R. Restis, Esq.

THE RESTIS LAW FIRM, P.C.
william@restislaw.com

cc: Jeffrey R. Krinsk, Esq.

John Rickards
Adam Knopf
Sinner Brothers, Inc.
3452 Hancock Street, San Diego, CA 92110

Via Certified Mail Return Receipt Requested

Adam Knopf
Justus H. Henkes IV
419 Consulting Inc.,
Justus H. Henkes IV, LLC
7742 Herschel Ave., Suite M
La Jolla, CA 92037

Via Certified Mail Return Receipt Requested

Adam Knopf
Justus H. Henkes IV
Far West Management, LLC
Far West Operating, LLC
Far West Staffing, LLC
7734 Herschel Ave., Suite L
La Jolla, CA 92037

Via Certified Mail Return Receipt Requested

(sent with additional copy of July 25th Letter)



EXHIBIT R

FILED
Clerk of the Superior Court

JUN 28 2019

By: A. TAYLOR

**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

FINAL JUDGMENT

1 Based upon and subject to the amended Settlement approved by this Court in the Action and
2 the Final Approval Order¹;

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

4 1. This Court has personal jurisdiction over all members of the certified Settlement
5 Class (defined below and in the Final Approval Order), subject matter jurisdiction over the claims in
6 this matter (the "Action"), and jurisdiction to approve the Settlement Agreement.

7 2. The certified Settlement Class subject to and bound by this Final Judgment includes
8 all individuals that purchased a product from Point Loma Patients Consumer Cooperative prior to
9 December 31, 2017, except (i) any Defendant in this Action; (ii) Beck's attorneys and litigation staff
10 including members of their immediate families; (iii) any judge, justice, judicial officer, or judicial
11 staff of the Court. Also excluded from the Settlement Class are (i) those individuals identified on
12 Exhibit I hereto, who excluded themselves from the Settlement Class.

13 3. This Action, including all individual claims of the Class Representative and certified
14 Settlement Class claims, is dismissed with prejudice on the merits, without fees or costs to any party
15 except as provided in the Final Approval Order.

16 4. The Releases set forth in Section 7 of the Settlement Agreement are expressly
17 incorporated into this Judgment, and are effective as of the Effective Date, fully releasing and
18 forever discharging the Released Parties from the Released Claims in accordance with Section 7 of
19 the Settlement Agreement.

20 5. This Final Judgment is, and may be raised as, a complete defense to and precludes
21 any claim, action, or proceeding encompassed by the Releases, which are set forth in Section 7 of the
22 Settlement Agreement and are expressly incorporated into this Final Judgment, against Released
23 Parties.

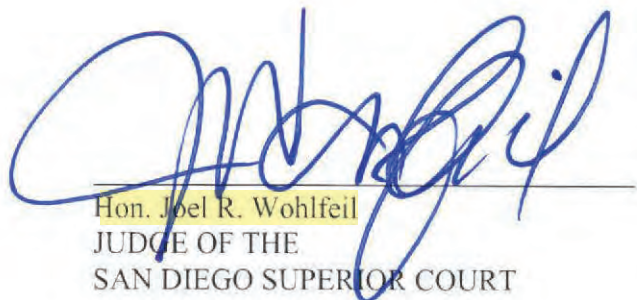
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27 ¹ The capitalized terms used in this Final Judgment, if not herein defined, shall have the
28 meanings and/or definitions given to them in the Amended Stipulation and Agreement of Settlement
filed at RoA # 214, Ex. A.

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6. Pursuant to California Rule of Court 3.769(h), this Court maintains continuing jurisdiction over this Action and the Parties for the limited purpose of enforcing the Settlement Agreement and this Judgment.

IT IS SO ORDERED

DATED: 6 28 2019



Hon. Joel R. Wohlfeil
JUDGE OF THE
SAN DIEGO SUPERIOR COURT

EXHIBIT 1

EXCLUSION REQUESTS

1. Donna Rena Cotner Jones, 5736 Marina Bay Dr, Shreveport, LA 71119
2. Eric Estes, 11 Orlando Ct, Chula Vista, CA 91911
3. Preston R. Young, 3602 Armstrong St, San Diego, CA 92111
4. Robyn Siekierski, P.O. Box 4882, Oceanside, CA 92052
5. Anthony J. Davis, 2235 River Run Dr #3306, San Diego, CA 92108
6. Cody E. Aldridge, 110 North Second Ave #56, Chula Vista, CA 91910

EXHIBIT S

1 Gina M. Austin (SBN 246833)
2 E-mail: *gaustin@austinlegalgroup.com*
3 Tamara M. Leetham (SBN 234419)
4 E-mail: *tamara@austinlegalgroup.com*
5 AUSTIN LEGAL GROUP, APC
3990 Old Town Ave, Ste A-112
San Diego, CA 92110
Phone: (619) 924-9600
Facsimile: (619) 881-0045

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
08/24/2020 at 01:32:00 PM
Clerk of the Superior Court
By E- Filing, Deputy Clerk

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

9
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
14 residents,

15 Plaintiff,

16 vs.

17 POINT LOMA PATIENTS CONSUMER
18 COOPERATIVE CORPORATION, a
19 California corporation, ADAM KNOPF, an
20 individual, JUSTUS H. HENKES IV, an
21 individual, 419 CONSULTING INC, a
22 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;

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

**DECLARATION OF ADAM KNOPF
REGARDING DEFENDANTS' FIRST
YEAR ACCOUNTING OF PATRONAGE
DISTRIBUTION CREDITS (JULY 23, 2019-
JULY 23, 2020)**

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

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

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

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

22 6. It is my understanding that my attorney and the Plaintiff's attorney discussed the
23 larger credit and Plaintiff's attorney was agreeable to idea.

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

26 Dated: August 21, 2020

27 
28 Adam Knopf

EXHIBIT T

1 Gina M. Austin (SBN 246833)
2 E-mail: *gaustin@austinlegalgroup.com*
3 Tamara M. Leetham (SBN 234419)
4 E-mail: *tamara@austinlegalgroup.com*
5 AUSTIN LEGAL GROUP, APC
3990 Old Town Ave, Ste A-112
San Diego, CA 92110
Phone: (619) 924-9600
Facsimile: (619) 881-0045

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
14 residents,

15 Plaintiff,

16 vs.

17 POINT LOMA PATIENTS CONSUMER
18 COOPERATIVE CORPORATION, a
19 California corporation, ADAM KNOPF, an
20 individual, JUSTUS H. HENKES IV, an
21 individual, 419 CONSULTING INC, a
22 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;

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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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:

3554270B34C547D...
Adam Knopf