

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

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

Plaintiff,

vs.

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

Defendants.

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

**DECLARATION OF JOSEPH M. FISHER
REGARDING COMPLAINT WITH
CLASS NOTICE**

[Imaged File]

1 I, Joseph M. Fisher, declare as follows:

2 1. I am the president of The Notice Company, Inc., a Massachusetts corporation with
3 offices at 94 Station Street, Hingham, MA 02043 (“The Notice Company”). The Notice Company
4 is principally engaged in the administration of class action lawsuits pending in courts around the
5 United States, including the dissemination of notice to class members, administering the claims
6 process, and distributing the proceeds of the litigation to the class. The Notice Company has been
7 designated to act as the “Class Notice Administrator” in this action. I have over 15 years of
8 experience assisting attorneys with class action notices and claims administration. I am also a
9 member in good standing of the bars of the District of Columbia and the states of Virginia and
10 Massachusetts. I am over 21 years of age and not a party to this action. I have personal knowledge
11 of the facts set forth herein and, if called as a witness, could and would testify thereto under oath.
12

13 2. The Notice Company was engaged by counsel for plaintiff Karl Beck (“Beck”) to
14 prepare a Short-Form Notice and a Long-Form Class Notice (attached hereto, respectively, as
15 Exhibits A and B, and collectively referred to as the “Class Notices”), to print and mail the Class
16 Notices and related documents to the members of the settlement classes, and to establish a website
17 at <http://www.PLPCCsettlement.com> (the “Settlement Website”) in accordance with the Court’s
18 March 15, 2019 Order on Plaintiff’s Amended Unopposed Motion for Preliminary Approval of
19 Class Action Settlement (“Preliminary Approval Order”). The Short-Form Notice clearly
20 references the Settlement Website where Class Members can view the Long-Form Notice, the
21 Settlement Agreement, court pleadings, settlement documentation, the Preliminary Approval
22 Order, proposed Class Counsel’s Fee and Cost Application, and important dates and deadlines.
23

24 3. On April 26, 2018, counsel for defendant Point Loma Patients Consumer
25 Cooperative Corporation (“PLPCC”) provided The Notice Company with a database containing
26 the names of 37,530 persons (the “Class List”) including mailing address information that was
27 substantially complete for approximately 95% of the persons listed.
28

1 4. On March 28, 2019, The Notice Company submitted the Class List for National
2 Change of Address (“NCOA”) updates utilizing the NCOA^{Link} service as licensed by the U.S.
3 Postal Service (“USPS”). The NCOA^{Link} process improves mail deliverability by providing mailers
4 with current, standardized, delivery point coded addresses for individual, family, and business
5 moves. An attempt was made to match each name and address against the NCOA^{Link} database
6 consisting of approximately 160 million records of 48 months of permanent address changes as
7 filed by relocating postal customers. The NCOA^{Link} service provided updated mailing address
8 information for 8,559 persons on the Class List. The NCOA^{Link} service also identified 125 invalid
9 or undeliverable addresses. The Notice Company performed a “skip trace” for each person with an
10 undeliverable address and obtained better addresses for 68 persons. Finally, the NCOA List was
11 reviewed to remove duplicate records. The resulting list consisting of 37,410 entries is referred to
12 as the “Mailing List”.
13

14 5. On April 2, 2019, counsel for PLPCC supplemented the Class List with email
15 addresses for 2,544 persons.
16

17 6. Commencing on April 3, 2019, and continuing through the date of this Declaration,
18 The Notice Company established and has maintained online a website for this case, at
19 **www.PLPCCsettlement.com** (“Settlement Website”) which provides information regarding the
20 Settlement, including (a) hot to file Exclusion Requests or object to the Settlement, (b) relevant
21 dates and deadlines, including the Notice Response Deadline, Final Approval Hearing Date, and
22 the date that Patronage Distribution Credits will be available for redemption at the PLPCC if the
23 Settlement becomes final; and (c) copies of the following documents: Plaintiff’s Complaint,
24 Defendants’ Answer, the Agreement, Plaintiff’s Preliminary Approval Motion and supporting
25 documents, the Preliminary Approval Order, Plaintiff’s Fee and Cost Application and supporting
26 documents (when filed), Motion for Final Approval and supporting documents (when filed), and
27 Final Order and Judgment (when filed). Attached hereto as Exhibit C is a copy of the Home page
28

1 and Settlement document page from the website. As of the date hereof there have been 6,166
2 visits to the Settlement Website by 3,552 unique visitors, who have viewed or downloaded a total
3 of 15,284 pages at the Settlement Website.

4 7. On April 4, 2019, counsel for Beck provided its Fee and Cost Application to The
5 Notice Company, which was promptly posted on the Settlement Website

6 8. On April 5, 2019, the Short-Form Notice was mailed, postage prepaid, to the 37,410
7 addresses listed on the Mailing List. The USPS returned 1,861 mailings as undeliverable. Through
8 additional information obtained from USPS and skip traces, The Notice Company was able to re-
9 mail 526 notices.
10

11 9. Starting on April 5, 2019, the Short-Form Notice was sent via email to persons with
12 identified emails, including 131 persons on the Class List who did not have deliverable postal
13 addresses.

14 10. As of the date of this Declaration, The Notice Company has received no objections
15 to the proposed Settlement.
16

17 11. As of the date of this Declaration, The Notice Company has received six (6)
18 requests for exclusion from the Settlement submitted in accordance with the terms of the
19 Settlement Agreement. Attached hereto as Exhibit D is a list of the names and addresses of the
20 persons who requested exclusion.

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct to the best of my knowledge.
23

24 EXECUTED at Hingham, Massachusetts, this 7th day of June, 2019.

25
26 
27 JOSEPH M. FISHER
28

DECLARATION OF JOSEPH M. FISHER

EXHIBIT A

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

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

If the Court approves the Settlement, Defendants will create a \$630,000 fund for (1) credits to the Class for free or discounted product at the PLPCC, (2) settlement administrative costs, and (3) a potential class representative incentive award. **If you purchased any product from PLPCC between August 1, 2015 and December 31, 2017, you will receive a credit at PLPCC d/b/a Golden State Greens, 3452 Hancock Street, San Diego, CA 92110.** The credits will be distributed *pro rata* based on your patronage at PLPCC. The Court may award attorneys' fees and costs up to \$200,000, which will be paid separately from the \$630,000 fund. Attorneys' fees not awarded by the Court will be added to the Settlement Fund and distributed as credits.

If you wish to stay a member of the class and receive PLPCC credit, simply do nothing. You may also exclude yourself from or object to the Settlement with the option to appear at the final approval hearing on June 28, 2019. If you do nothing, or object to the Settlement, you will be bound by its terms and cannot later sue on your own behalf. If you exclude yourself, you will not receive anything, but will retain your right to sue. **Exclusion requests and objections to the Settlement must be submitted by MAY 24, 2019.**

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

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

DECLARATION OF JOSEPH M. FISHER

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

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

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

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

SUMMARY OF THE LAWSUIT AND SETTLEMENT

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

	YOUR LEGAL RIGHTS AND OPTIONS
DO NOTHING AND GET BENEFITS	The Settlement provides class members (who do not exclude themselves) with account credits for free or discounted products at the PLPCC, located at 3452 Hancock Street, San Diego, CA 92110. If you wish to remain in the Settlement and receive these benefits, simply do nothing. See FAQ 7-8 below.
EXCLUDE YOURSELF	Get no credit at the PLPCC. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case. See FAQ 9-10 below. To exclude yourself, send a letter that states you want to be excluded from the settlement in “ <i>Beck. v. PLPCC</i> ,” Include your name, address, and signature. You must mail your exclusion request letter so that it is postmarked by MAY 24, 2019.
OBJECT	Write to the Court about why you don’t like the settlement. To object, you must file with the Court and serve on Class Counsel and Defendants’ Counsel your objection in writing no later than MAY 24, 2019 . See FAQ 13 below.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement. See FAQ 14-16 below.

BASIC INFORMATION

1. Why did I receive this notice?

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

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

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

2. What is a class action?

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

3. Why is this lawsuit a class action?

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

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

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

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

For more information about the allegations in the case, including Court documents, see www.PLPCCsettlement.com.

5. Has the Court decided who is right?

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

THE SETTLEMENT

6. Why is there a settlement?

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

SETTLEMENT BENEFITS AND OPTIONS

7. Benefits of the Settlement

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

If the Settlement is approved by the Court, Defendants will create a Settlement Fund of \$630,000 (plus any portion of \$200,000 not awarded to Class Counsel as fees and costs) that will pay for credits to the Class for free or discounted product at the PLPCC. The Settlement Fund will also pay for settlement administrative costs, and possibly an incentive award to the class representative (if awarded by the Court). These payments will reduce the funds available for account credits to Class members that do not exclude themselves from the Settlement

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

You can redeem your credits for free or discounted products from PLPCC for 12 months after the Settlement is finally approved by the Court. The settlement website www.PLPCCsettlement.com and dispensary website www.goldenstategreens.com will have details about when your credits will be available to redeem.

If you do not redeem Credits within 12 months, they will be redistributed to future PLPCC patrons as \$5.00 credited toward each purchase from the PLPCC until the Settlement Fund is exhausted. The PLPCC may in its discretion limit the amount of these \$5.00 credits paid in a single month. However, the entire Settlement Fund must be paid out within 24 months after the Settlement becomes effective.

Credits are non-transferable and not redeemable for cash.

8. How can I get those benefits?

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

The Court must also issue a final ruling approving the Settlement. The Court has preliminarily approved the Settlement, but will hold a hearing on **JUNE 28, 2019, at 9:00 a.m.** to decide whether to issue final approval of the Settlement. The hearing may be changed by the Court, and you should check www.PLPCCsettlement.com for any updates. If the Court approves the Settlement, there may be appeals. Benefits are contingent on final approval of the Court, including the determination of any appeal or other challenge. We do not know how long this will take, but check www.PLPCCsettlement.com for any updates.

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

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

10. Can I exclude myself from the Settlement?

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

QUESTIONS? VISIT WWW.PLPCCSETTLEMENT.COM

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

You cannot exclude yourself on the phone or by e-mail. To exclude yourself, send a letter that states you want to be excluded from the "*Beck. v. PLPCC Settlement*". Include your name, address, and signature. **You must mail your exclusion request letter so that it is postmarked by MAY 24, 2019 to: Beck v PLPCC - Settlement Administrator c/o The Notice Company, Inc., P.O. Box 778, Hingham, MA 02043.** As a reminder, before making a decision to exclude yourself, you should consult a lawyer.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

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

12. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and reimbursement of litigation expenses up to \$200,000, Defendants have agreed not to oppose these fees and expenses, but the Court may award less than these amounts. Defendants will separately pay the attorneys fees and expenses that the Court awards. These amounts will not come out of the funds for payments to the Class. Any portion of the \$200,000 designated for attorneys' fees and litigation expenses that is not awarded by the Court will be added to the Settlement Fund to be distributed as credits to Class members and future PLPCC patrons.

12. Does The Class Representative Get Special Treatment?

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

The objection must include the following information:

- (a) your name, address, telephone number and, if represented by counsel, the name, address, and telephone number of your counsel as well;
- (b) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- (c) all grounds for your objection, accompanied by any legal support for the objection known to you or your counsel;

QUESTIONS? VISIT WWW.PLPCCSETTLEMENT.COM

- (d) a list of all previous objections you or your counsel have made to any other class action settlement, if any; and
- (e) your handwritten signature.

Your written objection must be served on and actually received by the Court and counsel, at the following addresses, no later than MAY 24, 2019:

Class Counsel:	San Diego Superior Court
William Restis, Esq. THE RESTIS FIRM, P.C. 402 W. Broadway, Suite 1520 San Diego, California 92101	Hon. Joel Wohlfeil, Dept. C-73 San Diego Superior Court 330 W. Broadway San Diego, California 92101
Defendants' Counsel:	Defendants' Counsel:
Tamara Leetham Gina Austin Austin Legal Group 3990 Old Town Ave, Ste A-112 San Diego, CA 92110	Matthew B. Dart Dart Law 12526 High Bluff Drive, Ste 300 San Diego, CA 92130

FINAL APPROVAL HEARING

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

The Court will hold a hearing to consider whether to finally approve the Settlement on **JUNE 28, 2019 at 9:00 a.m.** at:

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

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

15. Do I have to come to Court?

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

16. May I speak at the hearing?

The Court must grant you permission to speak at the hearing. If you want to speak at the hearing, you must file a Notice of Intention to Appear with the Court and send a copy to Class Counsel and Defendants' counsel at the addresses listed above no later than **MAY 24, 2019**. You may also be required to provide proof that you are a class member.

IF YOU DO NOTHING

17. What if I do nothing?

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

DATE: March 15, 2019

DECLARATION OF JOSEPH M. FISHER

EXHIBIT C

Settlement Notice: Point Loma Patient Consumer Cooperative Corporation d/b/a Golden State Greens

Beck v. Point Loma Patient Consumer Cooperative Corp., et al., Case No. 37-2017-00037524-CU-BC-CTL (San Diego Superior Court)

Legal Notice

Settlement Documents

Exclusions

Objections

Final Approval Hearing

Legal Notice

NOTICE OF CLASS ACTION SETTLEMENT

This notice is for persons who purchases products from Point Loma Patient Consumer Cooperative Corporation d/b/a Golden State Greens (“**PLPCC**”).

This notice explains your rights and options and the deadlines to exercise them. A California court authorized this Notice. This is not a solicitation from a lawyer.

Honorable Judge Joel Wohlfeil of the Superior Court of California, County of

Important Dates

MAY 24, 2019

Last Day To:

**> File Objections
> Request
Exclusion**

JUNE 28, 2019

**> Final Approval
Hearing**

San Diego, is overseeing this class action. The case is known as ***Beck v. Point Loma Patient Consumer Cooperative Corp., et al.***, Case No. 37 -2017 - 00037524-CU-BC-CTL.

SUMMARY OF THE LAWSUIT AND SETTLEMENT:

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

What are the Benefits of the Settlement?

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

If the Settlement is approved by the Court, Defendants will create a Settlement Fund of \$630,000 (plus any portion of \$200,000 not awarded to Class Counsel as fees and costs) that will pay for credits to the Class for free or discounted product at the PLPCC. The Settlement Fund will also pay for settlement administrative costs, and possibly an incentive award to the class representative (if awarded by the Court). These payments will reduce the funds available for account credits to Class members that do not exclude themselves from the Settlement.

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You can redeem your credits for free or discounted products from PLPCC for 12 months after the Settlement is finally approved by the Court. This settlement website (www.plpccsettlement.com) and the dispensary

website (www.goldenstategreens.com) will have details about when your credits will be available to redeem.

If you do not redeem Credits within 12 months, they will be redistributed to future PLPCC patrons as \$5.00 credited toward each purchase from the PLPCC until the Settlement Fund is exhausted. The PLPCC may in its discretion limit the amount of these \$5.00 credits paid in a single month. However, the entire Settlement Fund must be paid out within 24 months after the Settlement becomes effective.

Credits are non-transferable and not redeemable for cash.

How can you get those benefits?

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

The Court must also issue a final ruling approving the Settlement. The Court has preliminarily approved the Settlement, but will hold a hearing on **JUNE 28, 2019, at 9:00 a. m.** to decide whether to issue final approval of the Settlement. The hearing may be changed by the Court, and you should check this settlement website for any updates. If the Court approves the Settlement, there may be appeals. Benefits are contingent on final approval of the Court,

including the determination of any appeal or other challenge. We do not know how long this will take, but check here for any updates.

Can you exclude yourself from the Settlement or file an objection?

- [Click here for Information about requesting exclusion from the Settlement.](#)
- [Click here for information about objecting to the Settlement.](#)
- **Your deadline to act is May 24, 2019.**

The Final Approval Hearing is scheduled for **June 28, 2019 at 9:00 a.m.**
[Further information on the hearing is available here.](#)

This website is established pursuant to an order of the Court and is controlled by [The Notice Company, Inc.](#), which was retained to administer the notice process.

[Privacy Policy](#)

This notice is given pursuant to an Order of the Superior Court of California, County of San Diego, in the case is known as ***Beck v. Point Loma Patient Consumer Cooperative Corp., et al.***, Case No 37-2017-00037524-CU-BC-CTL.

Settlement Notice: Point Loma Patient Consumer Cooperative Corporation d/b/a Golden State Greens

Beck v. Point Loma Patient Consumer Cooperative Corp., et al., Case No. 37-2017-00037524-CU-BC-CTL (San Diego Superior Court)

[Legal Notice](#)

[Settlement Documents](#)

[Exclusions](#)

[Objections](#)

[Final Approval Hearing](#)

Settlement Documents

You may download and read the following settlement documents by clicking on the links below:

- [Long-Form Notice of Class Action Settlement](#)
- [Short-Form Notice of Class Action Settlement](#)
- [Settlement Agreement](#)

Court Documents:

Important Dates

MAY 24, 2019

Last Day To:

> [File Objections](#)

> [Request](#)

[Exclusion](#)

JUNE 28, 2019

> [Final Approval Hearing](#)

- [Plaintiff's Complaint \(10/6/2017\)](#)
- [Defendants' Answer \(2/8/2018\)](#)
- [Plaintiff's Motion for Preliminary Approval \(12/5/2018\)](#)
- [Memorandum in Support of Plaintiff's Motion for Preliminary Approval \(12/5/2018\)](#)
- [Declaration in Support of Plaintiff's Motion for Preliminary Approval \(12/5/2018\)](#)
- [Plaintiff's Amended Unopposed Motion for Preliminary Approval \(2/19/2019\)](#)
- [Memorandum in Support of Plaintiff's Amended Unopposed Motion for Preliminary Approval \(2/19/2019\)](#)
- [Declaration in Support of Plaintiff's Amended Unopposed Motion for Preliminary Approval \(2/19/2019\)](#)
- [Defendant's Statement of Non-Opposition to Plaintiff's Amended Motion for Preliminary Approval \(2/19/2019\)](#)
- [Preliminary Approval Order \(3/15/2019\)](#)
- [Plaintiff's Fee and Cost Application \(4/3/2019\)](#)
 - [Motion for Attorneys' Fees and Expenses and Class Representative Incentive Award](#)
 - [Supporting Declaration of William R. Restis](#)
 - [Supporting Declaration of Karl Beck](#)
- [Motion for Final Approval \(with supporting documents\)\(to be filed in June 2019\)](#)
- [Final Order and Judgment \(expected to be filed on or after 6/28/2019\)](#)

These are PDF documents.



PDF documents may be viewed using Adobe Acrobat Reader, which you may download for free by [clicking here](#).

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[Privacy Policy](#)

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DECLARATION OF JOSEPH M. FISHER

EXHIBIT D

EXCLUSION REQUESTS

1. Donna Rena Cotner Jones, 5736 Marina Bay Dr, Shreveport, LA 71119
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