

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
GREG SCHOEPP,)
Appellant(s))
vs.)
DEPARTMENT OF PUBLIC HEALTH,)
Respondent)

Appeal No. 14-103

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on June 02, 2014, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on May 23, 2014, to Waterfall Wellness Health Center, Medical Cannabis Dispensary Permit (provisional permit) at 1545 Ocean Avenue.

FOR HEARING ON July 23, 2014

Address of Appellant(s):

Greg Schoepp, Appellant
c/o Dorji Roberts, Attorney for Appellant
769 Center Blvd. #38
Fairfax, CA 94938

Address of Other Parties:

Waterfall Wellness Health Center, Permit Holder
c/o Tiara Mitchell & Daniel Mendez, Agents for Permit Holder
1545 Ocean Avenue
San Francisco, CA 94112



Date Filed:

BOARD OF APPEALS

CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS

JUN 02 2014

APPEAL # 14-103

PRELIMINARY STATEMENT OF APPEAL

I / We, **Greg Schoepp**, hereby appeal the following departmental action: **ISSUANCE** of **Permit to Operate - Medical Cannabis Dispensary** by the **Department of Public Health** which was issued or became effective on: **May 23, 2014**, to: **Waterfall Wellness Health Center**, for the property located at: **1545 Ocean Avenue**.

BRIEFING SCHEDULE:

The Appellant may, but is not required to, submit a one page (double-spaced) supplementary statement with this Preliminary Statement of Appeal. No exhibits or other submissions are allowed at this time.

Appellant's Brief is due on or before: **July 03, 2014, (no later than three (3) Thursdays prior to the hearing date)**, up to 12 pages in length, double-spaced, with unlimited exhibits, with an original and 10 copies delivered to the Board office by 4:30 p.m., and with additional copies delivered to the other parties the same day.

DPH Respondent's and Other Parties' Briefs are due on or before: **July 17, 2014, (no later than one (1) Thursday prior to hearing date)**, up to 12 pages in length, doubled-spaced, with unlimited exhibits, with an original and 10 copies delivered to the Board office by 4:30 p.m., and with additional copies delivered to the other parties the same day. *Permit Holder*

Only photographs and drawings may be submitted by the parties at hearing.

Hearing Date: **Wednesday, July 23, 2014, 5:00 p.m., City Hall, Room 416, One Dr. Carlton B. Goodlett Place.**

All parties to this appeal must adhere to the briefing schedule above, however if the hearing date is changed, the briefing schedule MAY also be changed. Written notice will be provided of any change to the briefing schedule.

In order to have their documents sent to the Board members prior to hearing, **members of the public** should submit an original and 10 copies of all documents of support/opposition no later than one (1) Thursday prior to hearing date by 4:30 p.m. Please note that names and contact information included in submittals from members of the public will become part of the public record. Submittals from members of the public may be made anonymously.

Please note that in addition to the parties' briefs, any materials that the Board receives relevant to this appeal, including letters of support/opposition from members of the public, are distributed to Board members prior to hearing. All such materials are available for inspection at the Board's office. You may also request a copy of the packet of materials that are provided to Board members at a cost of 10 cents per page, per S.F. Admin. Code Ch. 67.28.

If you have any questions please call the Board of Appeals at 415-575-6880

The reasons for this appeal are as follows: see attached.

Appellant or Agent (Circle One):

Signature: *Darin Roberts*

Print Name: *DARIN ROBERTS*

PRELIMINARY STATEMENT OF APPEAL

Date
Filed: **BOARD OF APPEALS**

JUN 02 2014

APPEAL # 14-103

SUMMARY OF REASONS OR GROUNDS FOR APPEAL CONTINUED:

- DPH lacked authority to issue the provisional permit because
Greg Schoepe, a co-holder of the permit issued in 2011 to
operate Waterfall Wellness Health Center, a d/b/a of Waterfall Wellness
Cooperative, Inc., has never consented to issuance of a new
permit to operate WWHC that removes him from the permit and
adds Daniel Mendez to the permit.
- Daniel Mendez and Tiara Mitchell lack authority to act on
behalf of Waterfall Wellness Cooperative, Inc.
- Daniel Mendez and Tiara Mitchell wrongfully ousted Gregory Schoepe
from WWHC, through illegal tactics, including threats, intimidation,
theft, forgery of documents and other illegal means, including
wrongful withholding of wages, refusal to reimburse Mr. Schoepe and
members of WWHC for out-of-pocket expenses.
- Daniel Mendez has a history of illegal conduct as an operator of
the MCD known as NoCal Herbal Relief, which had operated at
1545 Ocean Ave. before WWHC, including illegal grow, loaded firearm
found at site and other code violations that resulted in DPH disciplinary
proceedings.
- Neighborhood opposition to Mr. Mendez resuming operation & control of MCD
other grounds as will be addressed in Appellant's brief.

X Daniel Mendez



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH

Edwin Lee, Mayor
Barbara Garcia, MPA
Director of Health

OCCUPATIONAL & ENVIRONMENTAL HEALTH

5/23/14



DPH Hearing
May 14, 2014

Waterfall Wellness Health Center
1545 Ocean Avenue.
San Francisco, CA 94112

Re: Department of Public Health Provisional Permit Hearing for a Medical Cannabis Dispensary

Location: 1545 Ocean Avenue ✓ dba Waterfall Wellness Health Center ✓

Based upon information presented by the Department of Public Health (DPH) at the Director's Permit Hearing, a provisional permit is hereby granted to the above-referenced medical cannabis dispensary under the ownership name of Waterfall Wellness Health Center. Please note that if this provisional permit is formally appealed, it stays this action by the Health Department until the issue is resolved at the Board of Appeals.

If you have any questions, please contact Ryan Clausnitzer @ 252-3856.

Sincerely yours,

Tomas Aragon, MD., Dr.PH
Health Officer

BOARD OF APPEALS

JUN 02 2014
APPEAL # 14-103

Medical Cannabis
Dispensary Inspection
Program

1390 Market Street, Suite 210
San Francisco CA, 94102

Phone (415) 252-3856
fax (415) 252-3894

May 30, 2014

Board of Permit Appeals
1650 Mission St., #304
San Francisco, CA 94103

BOARD OF APPEALS

JUN 02 2014

APPEAL # 14-103

Re: Authorization to File Appeal

To Whom This May Concern:

I, Gregory Schoepp, authorize my attorney, Dorji Roberts, Weems Law Offices, to file an appeal of the decision of Dr. Tomas Aragon, Health Officer for the Department of Public Health, Occupational & Environmental Health, issued May 23, 2014, approving a provisional permit for a medical cannabis dispensary at 1545 Ocean Ave. dba Waterfall Wellness Health Center. A copy of the decision is enclosed.

Thank you for your attention to this matter.

Sincerely,



Gregory Schoepp

BOARD OF APPEALS
CITY AND COUNTY OF SAN FRANCISCO

APPELLANT'S BRIEF

Schoepp v. Department of Public Health, Appeal No. 14-103

Appellant: Gregory Schoepp
Respondent: Department of Public Health
Real Parties in Interest: Daniel Mendez & Tiara Mitchell
Permit Holder: "Waterfall Wellness Health Center"
Property Address: 1545 Ocean Ave., San Francisco
Permit Type" Provisional Permit to Operate Medical Marijuana Dispensary

Hearing Date: Wednesday, July 23, 2014
Time: 5:00 p.m.
Location: City Hall, Room 416
1 Dr. Carlton B Goodlett Place
San Francisco, California 94103

Counsel for Appellant:

D. Dorji Roberts (CA SBN 148238)
WEEMS LAW OFFICES
769 Center Blvd., PMB 38
Fairfax, CA 94930
415-881-7653

CONTENTS

LIST OF EXHIBITS.....	ii
INTRODUCTION	1
APPEAL	2
JURISDICTION	2
STANDARDS ON APPEAL.....	2
HISTORY OF OPERATIONS	3
Mendez’s History of Misconduct in Dispensary Operations.....	3
Establishment of Waterfall Wellness Cooperative, Inc.	4
Daniel Mendez and Tiara Mitchell Lack Corporate Authority.....	5
CONCLUSION.....	6

LIST OF EXHIBITS

1. Earnings Withholding Order For Taxes Issued By California Board Of Equalization Showing That As Of October 13, 2011, Daniel Mendez Owed \$376,909.07 In Unpaid Sales And Use Taxes That Were Attributable To From Sales By Norcal Herbal Relief; Seller's Permit No. SR BH 101-185030 issued to NorCal HRC Patients Co-Op (D. Mendez, Responsible Party); 1-16-09 Letter to D. Mendez from Board of Equalization explaining obligations of responsible party.
2. Order To Withhold Personal Income Tax Issued By The California Franchise Tax Board Showing That As Of January 30, 2012, Daniel R. Mendez Owed Unpaid Income Tax To The State Of California In The Amount Of \$70,778.7
3. Contents of Department of Public Health, Environmental Health, Medical Cannabis Program files for 1545 Ocean Avenue, pertaining to –
 - NorCal's illegal grow operation in upstairs residential unit (1543 Ocean Ave.)
 - Fire occurring on December 26, 2010
 - Seizure by SFPD on December 27, 2010 of loaded handgun from dispensary during SFPD investigation of illegal grow operation and fire
 - Violations found by Department of Building Inspection for unpermitted electrical and construction work at 1543 and 1545 Ocean Ave.
 - Related Notices of Violation, Notices of Hearing, Pictures of Illegal Grow operation at 1543 Ocean Ave., Inspection reports and related documents contained in DPH files, DBI Complaint Tracking website print out for 1543-1545 Ocean Ave.
 - Related newspaper articles
4. Still images from video surveillance cameras at Waterfall Wellness Health Center, 1545 Ocean Ave., taken on January 23, 2014, at 2:38 p.m., showing Tiara Mitchell leaving WWHC with bag containing over \$78,000 in cash.
5. Wells fargo bank transaction receipts from January 23, 2014, showing deposits made by Tiara Mitchell into eight (8) different accounts, each in the amount of \$9,835.88, less than two hours after removing \$78,687 in cash from Waterfall Wellness MCD located at 1545 Ocean Ave., San Francisco.
6. Correspondence
7. Correspondence
8. Correspondence
9. Newspaper articles
10. Select Corporate Documents

INTRODUCTION

Caught diverting (and still owing) hundreds of thousands of dollars in sales taxes when last entrusted with a medical cannabis dispensary permit, applicant Daniel Mendez and his step-daughter, co-applicant Tiara Mitchell, should not be granted a new permit.

Mendez's prior violations, disregard for the burdens of lawful operation and existing non-dischargeable tax debt (from prior misconduct) indicate that the public health, safety and welfare would be harmed by issuing a permit to the applicant. At this very location, Mendez—operating as NorCal Herbal Relief:

- Diverted sales and use taxes on thousands of medical marijuana transactions to the tune of over \$376,000, still owed. (Exhibit 1)
- Incurred over \$70,000 in unpaid personal income tax, still owed. (Exhibit 2)
- Engaged in illegal marijuana growing operations with unpermitted structural and electrical modifications, handguns and stolen electricity until the facility caught fire, December 26, 2010. (Exhibit 3)

Moreover, the risks imposed on the community and the dispensary's patients are not ameliorated by Mendez's co-applicant, an immediate family member, Ms. Mitchell.

Since Mendez's assertion of operational control:

- Mitchell and Mendez have secreted tens of thousands of dollars from the facility (Exhibit 4)
- Mitchell and Mendez have attempted to structure bank transactions to avoid federal cash reporting requirements. (Exhibit 5)
- Neighborhood complaints about dispensary operations have jumped, including the reselling and diversion of marijuana right in front of the dispensary's doors, and armed threats of violence. (Exhibits 6, 7, and 8)

The provisional Medical Cannabis Dispensary Permit ("MCD Permit") issued by the Department of Public Health ("DPH") to Mendez and Mitchell—operating as Waterfall Wellness Health Center—should be vacated. The MCD permit application should be denied.

APPEAL

Appellant, Gregory Schoepp, timely appeals DPH's issuance of a provisional Medical Cannabis Dispensary Permit ("MCD Permit") to Daniel Mendez and Tiara Mitchell to operate at 1545 Ocean Ave. as Waterfall Wellness Health Center. (Exhibit 11: Letter dated May 23, 2014, from Dr. Tomas Aragon, Health Officer, granting subject permit). The Board of Appeal ("Board") should deny the permit application as contrary to public health, safety or general welfare.

JURISDICTION

The Board has jurisdiction over "appeals with respect to any person who has been denied a permit or license, or whose permit or license has been suspended, revoked or withdrawn, or who believes that his or her interest or the public interest will be adversely affected by the grant, denial, suspension or revocation of a license or permit..." ([S.F. Charter § 4.106(b), (d) & (e)].) Appellant, Gregory Shoep, has standing—the public interest will be adversely affected by the grant of a MCD Permit to Mendez and Mitchell.

STANDARDS ON APPEAL

DPH grant of a MCD permit is subject to *de novo* review. In the exercise of its powers, the Board has discretion to determine how issuance of an MCD permit to the applicants Daniel Mendez and Tiara Mitchell will "affect the public health, safety or general welfare." (*Lindell Co. v. Board of Permit Appeals of the City and County of San Francisco* (1944) 23 Cal.2d 303, 314; *Guinnane v. San Francisco City Planning Commission* (1989), 209 Cal.App.3d 732, 739.)

The DPH's hearing officer's decision is entitled to no deference. The Board is not required to find any error in the interpretation of the City's Medical Cannabis Ordinance (S.F. Health Code, Article 33) or misapplication of law. The sole issue is the public's interest. The Board's discretion on *de novo* review is sound if "neither arbitrary nor

capricious but directed toward promoting the public interest.” *Guinnane, supra*, 209 Cal.App at 741.

The public interest and welfare of the neighborhood residents and businesses demand that these applicant’s MCD permit application be denied. The applicants’ disregard for permit restrictions, failure to tender taxes held in trust, and past and on-going misconduct in connection with operating a medical cannabis dispensary at 1545 Ocean Ave., compel the Board’s exercise of discretion to deny a MCD Permit to protect the community, patients dependent on safe, lawful access and control diversion and reselling of medical cannabis to the general public.

HISTORY OF OPERATIONS

Mendez’s History of Misconduct in Dispensary Operations

Sometime in 2005, Mendez opened a retail marijuana store and illegal growing operation at 1545 Ocean Ave. as “Herbal Relief Center,” without a MCD Permit or business license from the City (or even applications) and without a seller’s permit from the State Board of Equalization (“BOE”). (Exhibit 9: News Article) He was raided and reopened. Two years later in 2007, he finally applied for a business license and MCD Permit. A few more years later, in 2009 he sought a seller’s permit from BOE as part of his MCD Permit application (a condition imposed by the City for issuance). (See, Exhibit 1: BOE Records). He received an MCD Permit mid-June 2009 under the name “Nor-Cal Herbal Relief Patient’s Cooperative,” subject to removal of his illegal grow operation. (See, Exhibit 3). The next year, the illegal growing operation caught fire. (*Id.*)

After Mendez’s illegal operations burned out the building on December 26, 2010, DPH suspended his MDC Permit, closing down Nor-Cal Herbal Relief. (Exhibit 3) A MCD Permit later issued to Appellant Gregg Schoepp and Mendez’s stepdaughter, Tiara Mitchell, to operate the Waterfall Wellness Cooperative, Inc. (Corp. Code § 12200, et

seq.) at the location. (See, Exhibit 9) Issuance of the Waterfall Wellness permit voided Nor-Cal's permit and terminated Mendez as a permitted MCD operator in the City.

The closing of Nor-Cal and termination of Mendez from active participation in medical marijuana dispensary operations was in the public interest. During his tenure as the operator and responsible party controlling Nor-Cal, Mendez incurred sales tax liabilities in excess of \$300,000 from the sale of marijuana, nearly half of which unpaid tax revenue belonged to the City. (See, Exhibit 1) He incurred those liabilities despite having separately collected tax from his dispensary's members on his marijuana sales. (See, Exhibit 1 (sales receipt)). The liability remains unpaid. Likewise, his operational philosophy showed (and continues to show) a conscious disregard for law and public safety. (See, Exhibit 3-9)

Establishment of Waterfall Wellness Cooperative, Inc.

Following the suspension of Mendez's 2009 MCD Permit, Appellant Greg Schoepp sought an MCD Permit for Waterfall Wellness Cooperative, Inc.; timely obtained all required permits and licenses; repaired the building at 1545 Ocean Ave. (already approved for MCD use by planning); and began servicing the needs of San Francisco's medical cannabis patients and establishing community outreach programs. (See, Exhibit 6, Exhibit 9). Under Appellant's leadership (until ousted by Mendez and Mitchell in January 2014) Waterfall Wellness operated without public incident and with strong public support. (*Id.*)¹

¹ In October 2012, Applicant had begun looking for a new location for the dispensary on learning that the 1545 Ocean Ave. location was less than 1000 feet from Stratford Elementary School. Appellant secured a more distant location to move the dispensary, resulting in Mendez inserting himself into Waterfall Wellness' operations through Ms. Mitchell and more directly over time making responsible management of the dispensary increasingly impossible. In January 2013, for example, Mendez "renegotiated" the Waterfall Wellness lease with the Howard and Anne Jew Revocable Trust at about 3-4 times market rates. (See, Exhibit 10)

As Mendez began exerting pressure on the operation of Waterfall Wellness in late 2012 and early 2013, operational difficulties began to emerge culminating in the Appellant Schoepp's ouster in January 2014, when he questioned Mitchell's removal of over \$78,000 in tax and payroll money from the dispensary, which she and Mendez sought to deposit in 8 structured cash transactions of \$9,835 each. (See, Exhibit 4 and 5).

As Ms. Mitchell's participation in the theft of cash and illegal structuring of bank deposits demonstrates, she is under the influence of her stepfather and incapable of exercising of exercising independent judgment in a manner that is in the best interests of Waterfall Wellness' membership or the public.

Daniel Mendez and Tiara Mitchell Lack Corporate Authority

Mr. Mendez and his stepdaughter have failed to comply with even the most rudimentary of laws on corporate governance, do not comport themselves as required by the Articles of Incorporation for Waterfall Wellness Cooperative Inc., and lack authority to act on behalf of and bind the corporation. California Law requires that the affairs of a cooperative corporation established under the California Corporations Code §§12200 *et seq.* must be governed and under the overall management control and direction of a Board of Directors.

Under the Corporations Code and the Articles of Incorporation, the Board, in turn, must have at least three directors and be elected by the members of the corporation. Mr. Mendez was never elected as a director by the members of Waterfall Wellness Cooperative, Inc., and was never appointed by the Board as the President of the corporation.

The purported minutes of the Board he submitted by Mr. Mendez at the DPH hearing were forged. Close examination of the documents shows that the document was altered to put his name as President of the corporation, something which Appellant did not agree to,

and to state that Mr. Schoepp was “off the corp.” Mr. Mendez’ assertion in the Statements of Information he filed with the Secretary of State on successive days, April 19 and 20, 2012, establish only that he is a perjurer rather than a corporate executive of Waterfall Wellness Cooperative, Inc.

CONCLUSION

For the reasons set forth above and as addressed at the hearing, the Board should deny the issuance of an MCD permit to the Applicants.

Dated: July 3, 2014

APPELLANT GREGORY SCHOEPP

By: /s/D. Dorji Roberts
Dorji Roberts, Attorney for Appellant

INDEX OF EXHIBITS

1. Earnings Withholding Order For Taxes Issued By California Board Of Equalization Showing That As Of October 13, 2011, Daniel Mendez Owed \$376,909.07 In Unpaid Sales And Use Taxes That Were Attributable To From Sales By Norcal Herbal Relief; Seller's Permit No. SR BH 101-185030 issued to NorCal HRC Patients Co-Op (D. Mendez, Responsible Party); 1-16-09 Letter to D. Mendez from Board of Equalization explaining obligations of responsible party.
2. Order To Withhold Personal Income Tax Issued By The California Franchise Tax Board Showing That As Of January 30, 2012, Daniel R. Mendez Owed Unpaid Income Tax To The State Of California In The Amount Of \$70,778.7
3. Contents of Department of Public Health, Environmental Health, Medical Cannabis Program files for 1545 Ocean Avenue, pertaining to –
 - NorCal's illegal grow operation in upstairs residential unit (1543 Ocean Ave.)
 - Fire occurring on December 26, 2010
 - Seizure by SFPD on December 27, 2010 of loaded handgun from dispensary during SFPD investigation of illegal grow operation and fire
 - Violations found by Department of Building Inspection for unpermitted electrical and construction work at 1543 and 1545 Ocean Ave.
 - Related Notices of Violation, Notices of Hearing, Pictures of Illegal Grow operation at 1543 Ocean Ave., Inspection reports and related documents contained in DPH files, DBI Complaint Tracking website print out for 1543-1545 Ocean Ave.
 - Related newspaper articles
4. Still images from video surveillance cameras at Waterfall Wellness Health Center, 1545 Ocean Ave., taken on January 23, 2014, at 2:38 p.m., showing Tiara Mitchell leaving WWHC with bag containing over \$78,000 in cash.
5. Wells fargo bank transaction receipts from January 23, 2014, showing deposits made by Tiara Mitchell into eight (8) different accounts, each in the amount of \$9,835.88, less than two hours after removing \$78,687 in cash from Waterfall Wellness MCD located at 1545 Ocean Ave., San Francisco.
6. Correspondence
7. Correspondence
8. Correspondence
9. Newspaper articles
10. Select Corporate Documents

EARNINGS WITHHOLDING ORDER FOR TAXES ISSUED BY CALIFORNIA BOARD OF EQUALIZATION
SHOWING THAT AS OF OCTOBER 13, 2011, DANIEL MENDEZ OWED \$376,909.07 IN UNPAID SALES AND
USE TAXES THAT WERE ATTRIBUTABLE TO FROM SALES BY NORCAL HERBAL RELIEF (ACCOUNT SR BH
101185030).

EXHIBIT 1



STATE OF CALIFORNIA
 BOARD OF EQUALIZATION
 121 SPEAR STREET, STE. 460, SAN FRANCISCO, CA 94105-1584
 415-358-6629 • FAX 415-358-6115

**EARNINGS WITHHOLDING
 ORDER FOR TAXES**

Date: October 13, 2011

Waterfall Wellness Coop Inc.
 1545 Ocean Avenue
 San Francisco CA 94112-1715

ACCOUNT NUMBER SR BH 101185030
SOCIAL SECURITY NUMBER [REDACTED]
TAXPAYER'S NAME AND ADDRESS DANIEL R. MENDEZ 1545 OCEAN AVE SAN FRANCISCO CA 94112-1715
AMOUNT DUE \$376,909.07
BASIS OF LIABILITY Sales and Use Tax

Complete Section I, and Section II or III as applicable. As required by section 706.104 of the California Code of Civil Procedure, please return this acknowledgement by first class mail to the State Board of Equalization office listed above within 15 days of receipt.

SECTION I - EMPLOYEE GENERAL INFORMATION

EMPLOYEE'S FULL LEGAL NAME (if different than shown above) Daniel R. Mendez	SOCIAL SECURITY NUMBER (if shown incorrectly above)	
EMPLOYEE'S ADDRESS (if different than shown above)	RESIDENTIAL PHONE NUMBER ()	CELLPAGER NUMBER ()
NAME OF EMPLOYEE'S FINANCIAL INSTITUTION	EMPLOYEE'S BANK ACCOUNT NUMBER	NAME OF UNION AFFILIATION

SECTION II - EMPLOYEE IS EMPLOYED BY YOU

EMPLOYEE'S OCCUPATION Consultant	EMPLOYEE'S CURRENT WORK PHONE NUMBER (415) 613 5703	
PAY PERIODS ARE (check one) <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Monthly <input checked="" type="checkbox"/> Other 2 times monthly	EARNINGS LAST PAY PERIOD \$ 3000	DATE OF NEXT REGULAR PAY DAY 12-16-11
IF EMPLOYEE IS DUE COMPENSATION OTHER THAN REGULAR WAGES, LIST HERE (include release date) No		
ARE HIGHER PRIORITY EARNINGS WITHHOLDING ORDERS OR COURT ORDERED WAGE ASSIGNMENTS IN EFFECT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please see reverse side of this part for additional requirements.		

SECTION III - EMPLOYEE IS NO LONGER EMPLOYED BY YOU

TERMINATION/RESIGNATION DATE	TOTAL EARNINGS STILL OWED (including date to be paid)	
CURRENT EMPLOYER'S NAME, ADDRESS AND TELEPHONE NUMBER	EXPECTED TO RETURN TO YOUR EMPLOYMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	EXPECTED RETURN DATE
	DATE OF FIRST PAY DAY AFTER REEMPLOYMENT	

Please note: If this person is no longer employed by you, this Earnings Withholding Order for Taxes remains in effect for one year from the date of termination.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I

received this notice on 12-10-11 and executed this response on 12-14-11
DATE DATE
 at SF CA
CITY STATE

Greg Schmitt 1545 Ocean Ave
PRINTED NAME AND TITLE ADDRESS (street, city, state, zip code)
[Signature] 415 398-0992 415 221-7142
SIGNATURE DAYTIME PHONE NUMBER FAX NUMBER

[REDACTED]

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

1/1/2009 SR BH 101-185030

NOR-CAL HRC PATIENTS CO-OP
 DANIEL R. MENDEZ
 1545 OCEAN AVE
 SAN FRANCISCO, CA 94112-1715

NOTICE TO PERMITTEE:
 You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

**For general tax questions, please call our Information Center at 800-400-7115.
 For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BOE-442-R REV. 15 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office

CITY AND COUNTY OF SAN FRANCISCO - OFFICE OF THE TREASURER & TAX COLLECTOR			RENEW THIS CERTIFICATE BY	THIS CERTIFICATE EXPIRES ON
BUSINESS REGISTRATION CERTIFICATE FY 2008-09			02-28-2009	06-30-2009
CERTIFICATE NO.	LOC.	CLASS	CLASSIFICATION DESCRIPTION	
425625	001	08	RETAIL SALES	
BUSINESS NAME			BUSINESS LOCATION	
NOR-CAL HERBAL RELIEF PTS COO			1545 OCEAN AVE	

TAXPAYER'S SIGNATURE: _____

OWNERSHIP NOR-CAL HERBAL RELIEF PTS COOP
 DBA NOR-CAL HERBAL RELIEF PTS COOP
 MAILING ADDRESS 32 SANTOS ST
 CITY - STATE SAN FRANCISCO CA 94134-3048

DATE ISSUED: 05-12-2008

GEORGE W. PUTRIS
 TAX ADMINISTRATOR

MUST BE POSTED CONSPICUOUSLY AT THE BUSINESS LOCATION

READ REVERSE SIDE. NOTIFY THE TAX COLLECTOR IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - P.O. BOX 7425, SAN FRANCISCO, 94120 - 7425

61018 10209 (REV 10-4-07)



STATE OF CALIFORNIA

STATE BOARD OF EQUALIZATION

121 SPEAR STREET, #480
SAN FRANCISCO, CA 94105
415-358-8800 • FAX 415-358-8117
www.boe.ca.gov

BETTY T. YEE
First District, San Francisco

BILL LEONARD
Second District, Ontario/Sacramento

MICHELLE STEEL
Third District, Rolling Hills Estates

JUDY CHU, Ph.D.
Fourth District, Los Angeles

JOHN CHIANG
State Controller

RAMON J. HIRSH
Executive Director

01-16-09

DANIEL MENDEZ
1545 OCEAN AVENUE
SAN FRANCISCO, CA 94112

SR BH 101-185030

Express Login Code: d571276e

Dear D. MENDEZ:

You recently applied for a Seller's Permit with the Board of Equalization (BOE). In response to your request, you have been issued the above account number. Please refer to this account number when corresponding with the BOE.

You are required to file tax returns on a quarterly prepay basis. Your first tax return will cover the period of

01-01-09 TO 01-31-09 and will be due on 02-24-09. Remember, you must file a tax return even if you did not make any sales during a reporting period.

Electronic filing (e-filing) is the BOE's method for filing your sales and use tax return and making payment. Review the enclosed publication 159, *E-file Guide*, to learn about the e-filing process. Register as an E-Client by logging on to our website at www.boe.ca.gov and clicking the e-file logo. You will be asked to enter your account number and Express Login Code noted above and on the back of your E-File Guide.*

Based on the information you provided in your application, a security deposit is *not* required at this time. However, we may require you to post a security deposit at a later date if it is deemed necessary to ensure compliance under the Sales and Use Tax Law (Revenue and Taxation Code section 6701).

Enclosed is information to help you understand your rights and responsibilities and to determine which of your products or services are taxable. Also, enclosed is a checklist of recommended information which may further assist you in your business.

Many services are provided through our website or over the telephone. Please visit our website to view and download forms, regulations, publications and to obtain general information. You may also call our Taxpayer Information Section at 800-400-7115, Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding state holidays. If you have any questions, you may call our office at the telephone number listed above.

Sales and Use Tax Department
STATE BOARD OF EQUALIZATION

Joe Ann IRVIN

Enclosures

**Due only to a personal hardship, you may qualify for a one-year exemption from the requirement to file electronically. For more information regarding this exemption, call our Taxpayer Information Section at 800-400-7115.*



Order To Withhold Personal Income Tax Issued By The California Franchise Tax Board Showing That As Of January 30, 2012, Daniel R. Mendez Owed Unpaid Income Tax To The State Of California In The Amount Of \$70,778.74

EXHIBIT 2



STATE OF CALIFORNIA
 FRANCHISE TAX BOARD
 1515 Clay Street, Suite 305
 Oakland CA 94612
 Telephone: (510) 622-2033
 Fax: (916) 843-0944

656 VCN

**ORDER TO WITHHOLD
 PERSONAL INCOME TAX
 EFFECTIVE FOR ONE YEAR
 PART 3 – FURNISH TO TAXPAYER**

Date: 01/30/12 556379546

WATERFALL WELLNESS COOPERATIVE INC
 ATTN GREGORY SCHOEPP
 1545 OCEAN AVE
 SAN FRANCISCO CA 94112

Tax Year(s): 2009,2008,2007,2006

ORDER NUMBER: 356002647973829724

<p>AMOUNT DUE \$70,778.74</p>
--

Taxpayer's Name and Address:

DANIEL R MENDEZ
 1545 OCEAN AVE
 SAN FRANCISCO CA 94112-1715

THIS ORDER TO WITHHOLD has been issued under authority of Sections 18670, 18671, 18672, and 18674 of the California Revenue and Taxation Code to the addressee shown above, to enforce payment of an amount due for California Personal Income Tax.

THE ADDRESSEE IS REQUIRED TO:

1. WITHHOLD 25% of any payments now due and any payments becoming due to you during the year following receipt of this Order.
2. CONTINUE WITHHOLDING until (1) the amount due shown above has been withheld, (2) this Order is withdrawn by this department or (3) this Order has been in effect for one year, whichever occurs first.

The amount withheld will be paid to the Franchise Tax Board and applied to your account. If the amount withheld is less than the amount due, you should forward payment of the remaining unpaid balance immediately to avoid further withholding. Please make your check or money order payable to the FRANCHISE TAX BOARD, attach it to a copy of this notice and mail to the Franchise Tax Board address shown at the top of this page.

SPECIAL INFORMATION CONCERNING TAXPAYER RIGHTS

If immediate full payment of the amount due will create an undue hardship, or if you have already paid the amount due, or if the amount is not due, contact us immediately. Please telephone the number shown at the top of this form for account information. You should have this notice with you when you call.

In keeping with the California Taxpayers' Bill of Rights, we have a Taxpayer Advocate who reviews cases where taxpayers have been unable to resolve their problems with us through regular channels. You can contact the Taxpayer Advocate by mail: Taxpayer Advocate Bureau, PO Box 157, Rancho Cordova CA 95741-0157. Telephone: (800) 883-6910. Website: www.ftb.ca.gov.

Contents of Department of Public Health, Environmental Health, Medical Cannabis Program files for 1545 Ocean Avenue, pertaining to –

- NorCal’s illegal grow operation in upstairs residential unit (1543 Ocean Ave.)
- Fire occurring on December 26, 2010
- Seizure by SFPD on December 27, 2010 of loaded handgun from dispensary during SFPD investigation of illegal grow operation and fire
- Violations found by Department of Building Inspection for unpermitted electrical and construction work at 1543 and 1545 Ocean Ave.
- Related Notices of Violation, Notices of Hearing, Pictures of Illegal Grow operation at 1543 Ocean Ave., Inspection reports and related documents contained in DPH files, DBI Complaint Tracking website print out for 1543-1545 Ocean Ave.
- Related newspaper articles

EXHIBIT 3



San Francisco City and County
Department of Public Health
Environmental Health Section

Gavin Newsom, Mayor
 Mitchell H. Katz, Director of Health

Rajiv Bhatia, M.D., M.P.H.
 Director of Environmental Health

Date: January 12, 2011 **Subject:** Department Abatement Director's Hearing Case # MCD-0111

From: Larry Kessler/Richard Lee
 MCD Inspection Program **(Address)** 1545 Ocean Ave
 San Francisco CA 94112

To: Barbara Garcia
 Director, Public Health **dba/owner** Nor-Cal Herbal Relief Patients Co-op
 Nor-Cal Herbal Relief Patients
 Cooperative, Inc

Thru: Rajiv Bhatia, MD
 Medical Director, Environmental
 Health **(Manager)** Daniel Mendez
 Christina Jajeh, community liaison

On **January 12**, subject case shall be presented before the Director of Health for hearing and appropriate resolution. Following is a chronology of events leading to this action:

Date	Code Section	Violation(s)	Action Taken
Dec 27, 2010	DBI	In response to a fire investigation at said MCD, a Notice of Violation was issued by DBI. Included in violations is "bypassing the electrical meter w/out electrical permit".	Notice of Violation by DBI.
Dec 27, 2010	SFPD	SF Police Dept served a search warrant and discovered bypassed meter, an illegal upstairs cannabis grow operated by the MCD (and confirmed by manager on Jan 3), and a loaded gun in the MCD. Police confiscated all upstairs (unpermitted) cannabis and loaded gun.	Loaded gun confiscated. Police conducting an investigation.
Jan 3, 2011	3315	Pursuant to SF Health Code article 33, section 3315, a notice of hearing was issued to MCD for violating State law regarding possession of a loaded gun, and theft of utility. In addition, based on DBI's Notice of Violation, the MCD is considered an unsafe building, and its continued operation jeopardizes public safety. Extensive work was done without	Inspection notice and hearing notice issued.



San Francisco City and County
Department of Public Health
Environmental Health Section

Gavin Newsom, Mayor
 Mitchell H. Katz, Director of Health

Rajiv Bhatia, M.D., M.P.H.
 Director of Environmental Health

		permits/inspections (See photos). Lastly, original Planning Commission decision specified that upstairs unit was to remain a residential unit.	

It is recommended by the undersigned that the Director of Health, upon hearing all facts presented, issue the following order: ³⁰
Suspend Permit to Operate a Medical Cannabis Dispensary for ~~30~~ days, effective immediately. and until such time that the building is deemed safe by the Dept of Building Inspection. If current management is found guilty of ~~any~~ crime regarding the issues discovered during the fire investigation, we ask that the current management be barred from operating the dispensary, and that different individual(s) run the cooperative dispensary. A criminal background check would be necessary for any new individuals.

 Program Manager



San Francisco Department of Public Health
 Environmental Health Section
 1390 Market Street, Ste. 210

Website: www.sfdph.org
 General Info No. 252-3800

MEDICAL CANNABIS DISPENSARY INSPECTION PROGRAM

Location Address: <i>1545 Ocean</i>	Inspection Type: <i>Follow Up</i>	Inspection Date: <i>1/3/11</i>
Business Name: <i>Nor Cal Herbal Relief</i>	Edibles subject to Cert. Food Handler Requirement <input type="checkbox"/> Yes <input type="checkbox"/> No	Re-Inspection Date: <i>1/12/11</i>
Owner Name: <i>Nor Cal Herbal Relief, Inc</i>	Grown on site: <input type="checkbox"/> Yes <input type="checkbox"/> No	On-site smoking observed: <input type="checkbox"/> Yes <input type="checkbox"/> No
Phone: _____ Location ID: _____	Sq. Ft. / # Plants: _____	Vaporizing: <input type="checkbox"/> Yes <input type="checkbox"/> No

Facility Health Permit/License: <input type="checkbox"/> Posted <input type="checkbox"/> Not Posted <input type="checkbox"/>	Seller's Permit/ Bus. Reg. Cert: <input type="checkbox"/> Posted <input type="checkbox"/> Not Posted <input type="checkbox"/>	Community Relations Staff Person (Name and telephone)
--	---	---

Items/Violations	The following items are not in compliance with San Francisco Health Code Article 33 and/or DPH Regulations and must be corrected within 10 days. Failure to comply may result in permit suspension or revocation.	DATE
Operations	<i>Due to fire in rear of MCD, response by DBI + Fire Dept noted violations. In addition, Police response to upstairs grow showed violation of usage of unit (turned into a cannabis nursery for MCD). Also, loaded handgun was confiscated by Police, and a bypassed P648 meter.</i>	
1 Collective/Cooperative arrangement		
2 Max. sales quantities and age requirement		
3 Hours of operation (8am-10PM)		
4 General sanitation		
5 Permits/Licenses valid		
6 Required signs properly posted		
7 Handwashing, Utensil/Glove Use		
8 Disinfection of vaporizer mouthpiece		
9 Weighing scales approved where applicable		
10 Adequate security and lighting		
11 Proper Print and Electronic Advertising		
12 Outside litter removal twice daily		
Membership	<i>Hearing notice issued for Jan 12, 2011, see notice.</i>	
13 Proper membership application procedure		
14 Maintain list of members		
15 Facility tracking member contributions		
16 Annual membership meetings		
Documents		
17 "Not for Profit" statement on file		
18 "Grown in California" statement on file		
19 Sales Tax Documentation		
Edibles		
20 Proper Packaging/Labeling		
21 <input type="checkbox"/> Certified Food Handler Certificate		
22 <input type="checkbox"/> HACCP Plans Required		
23 <input type="checkbox"/> HACCP Plans On File		
Cannabis Grow Room		
23 Building/Electrical permit obtained		
24 Other		

Larry Kessler *AK* *252-3841* *X P. Prados*
 Inspector Signature Phone Number Received by



SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 ENVIRONMENTAL HEALTH
 NOTICE OF HEARING

Address of Violations 1545 Ocean Ave.
 DBA Nor-Cal Herbal Relief Patients Cooperative

Property / Business
 Owner Name: Nor-Cal Herbal Relief Patients Co-op
 Address: 1545 Ocean Ave.
 State CA Zip Code 94112

Date 1-3-11
 Facility ID# 19628
 District _____

Food Refuse Housing Complaint Other

You are hereby to appear on Jan 12 at 1:00 AM/PM, 101 Grove St.
(DATE) (TIME) (LOCATION)

Room 300, San Francisco, for failure to comply with the following code sections:

Specific Violation(s): Article 33 SF Health Code section 3315 - Permittee has engaged in conduct that violates State law, and without regard for public health. Also, MCD is not in compliance with Fire Dept and Police Dept. Laws. See inspection report dated 1/3/11. Dept Building Inspection,

Failure to Appear May Result In:

- Summary abatement of the nuisance at the above referenced site and assessment of special assessment lien
- Suspension or revocation of your permit to operate for the above referenced site

Inspector/Investigator: Larry Kesler

Phone #: 252-3841

Mitchell King

DIRECTOR OF HEALTH

6310-20 (Rev 8/01/01)



San Francisco City and County
Department of Public Health

Environmental Health Section
Consumer Protection Program

Gavin Newsom, Mayor
Mitchell H. Katz,
Director of Health

Rajiv Bhatia, M.D., M.P.H.
Director of Environmental Health

San Francisco Department of Public Health
Environmental Health Services

NOTICE of CLOSURE

Owner/Operator: Nor-Cal Herbal Relief Patients Co-OP Date: Jan. 12, 2011

DBA: Nor-Cal Herbal Relief Patients

Address: 1545 Ocean Avenue, San Francisco, California

Permit Suspension: for the violations of Article 33, section 3315 of the San Francisco Health Code per the Jan 12, 2011, hearing order of the Director of Public Health.

The suspension has been ordered for a minimum of 30 days and in addition to this suspension period, all current violations shall be abated and verified by all necessary City Agencies prior to re-opening for business.

Should you open without Environmental Health's approval, this may result in further permit action from DPH, the SFPD actions and/ or City Attorney's Office actions.

You are hereby closed until further notice. This notice may only be removed by Environmental Health Inspector



Director, Department of Public Health



Environmental Health Inspector



REPORT TO TAX COLLECTOR - LICENSE DIVISION

ESTABLISHMENT OUT OF BUSINESS

DATE SENT: 5/19/11

OTHER _____

ACCOUNT No: M72/000016 PERMIT No: _____

Facility Address: 1545 Ocean Ave.

Name(s) of Operator: Nor-Cal Herbal Relief Patents

DBA: Nor-Cal Herbal Relief Pat Business Type: Medical Cannabis

District Number:

Census Tract:

Inspector: Kessler

Phone No: 252-3841

Tax Collector Initials: MSK

Date Entered: 6-1-11

WHITE - Tax Collector's Copy

YELLOW - Return to DPH (with signature)

PINK - Interim Copy

regulation in a 12-month period.

(b) The Director may not impose an administrative penalty or take other enforcement action under this Article against a medical cannabis dispensary until the Director has issued a notice of violation and provided the operator an opportunity to be heard and respond as provided in Section 3316.

(c) Nothing herein shall prohibit the District Attorney from exercising the sole discretion vested in that officer by law to charge an operator, employee, or any other person associated with a medical cannabis dispensary with violating this or any other local or State law.

(Added by Ord. 275-05, File No. 051250, App. 11/30/2005)

Article 33

SEC. 3315. REVOCATION AND SUSPENSION OF PERMIT.

(a) Any permit issued for a medical cannabis dispensary may be revoked, or suspended for up to 30 days, by the Director if the Director determines that:

(1) the manager, operator or any employee has violated any provision of this Article or any regulation issued pursuant to this Article;

* (2) the permittee has engaged in any conduct in connection with the operation of the medical cannabis dispensary that violates any State or local laws, or any employee of the permittee has engaged in any conduct that violates any State or local laws at permittee's medical cannabis dispensary, and the permittee had or should have had actual or constructive knowledge by due diligence that the illegal conduct was occurring;

(3) the permittee has engaged in any material misrepresentation when applying for a permit;

(4) the medical cannabis dispensary is being managed, conducted, or maintained without regard for the public health or the health of patrons;

(5) the manager, operator or any employee has refused to allow any duly authorized City official to inspect the premises or the operations of the medical cannabis dispensary;

(6) based on a determination by another City department, including the Department of Building Inspections, the Fire Department, the Police Department, and the Planning Department, that the medical cannabis dispensary is not in compliance with the laws under the jurisdiction of the Department.

(b) The Director may not suspend or revoke a permit issued pursuant to this Article or take other enforcement action against a medical cannabis dispensary until the Director has issued a notice of violation and provided the operator an opportunity to be heard and respond as provided in Section 3316.

(c) Notwithstanding paragraph (b), the Director may suspend summarily any medical cannabis dispensary permit issued under this Article pending a noticed hearing on revocation or suspension when in the opinion of the Director the public health or safety requires such summary suspension. Any affected permittee shall be given notice of such



OCCUPATIONAL & ENVIRONMENTAL HEALTH

1/18/11

DPH Hearing	Case No.
January 12, 2011	MCD 11-01

Daniel Mendez
Nor-Cal Herbal Relief Patient's Coop
1545 Ocean Ave
San Francisco, CA 94112

Re: Department of Public Health Enforcement Hearing for a Medical Cannabis Dispensary (MCD)

Location: 1545 Ocean Ave. dba Nor-Cal Herbal Relief Patient's Co-op

Based upon information submitted and comments heard at the Department of Public Health (DPH) Director's Hearing for the above-referenced MCD, the following shall be considered the hearing order regarding the ongoing operation of this MCD;

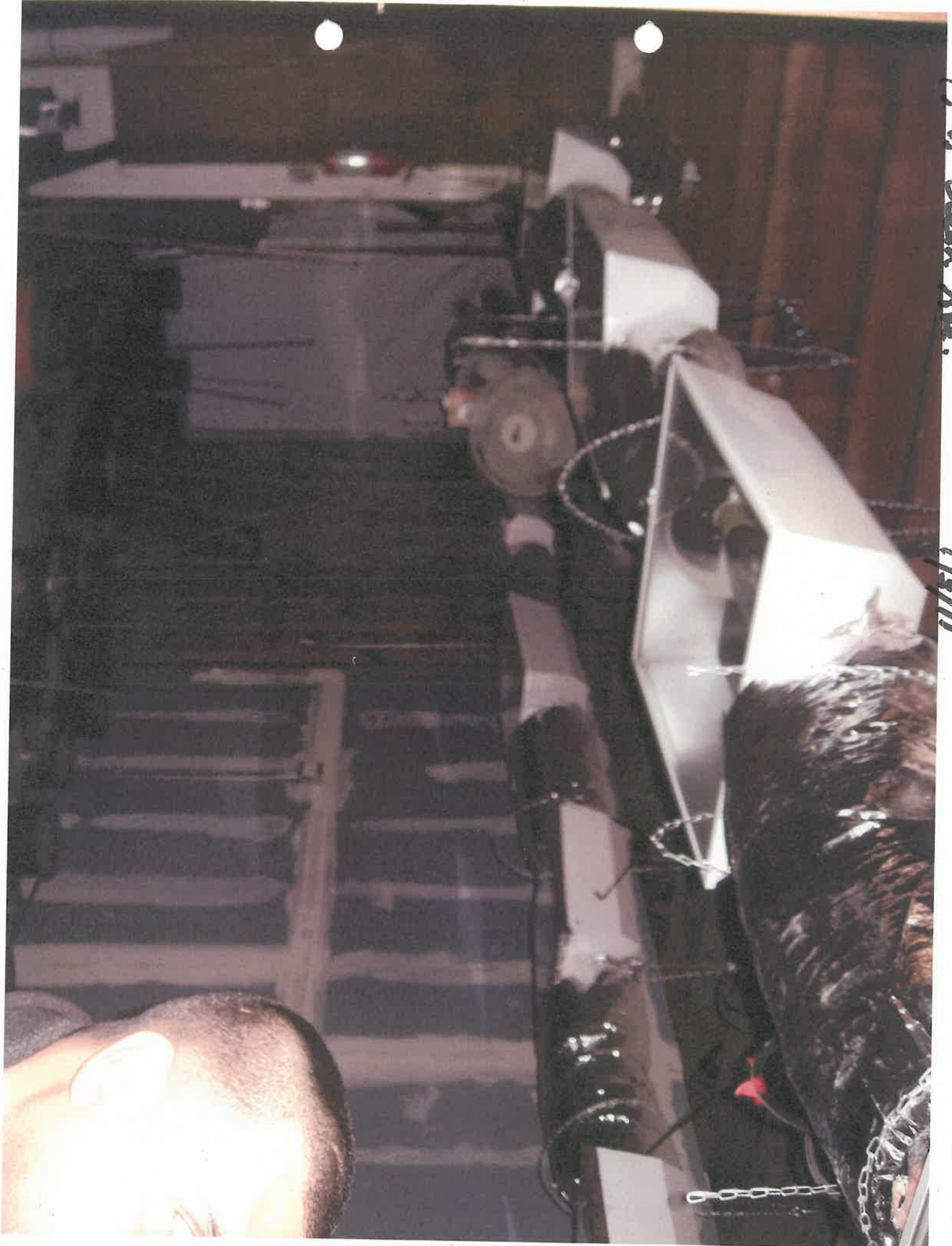
1. MCD shall discontinue operations for a period of thirty days beginning January 13, 2011, and ending Feb 12, 2011. Facility may re-open on February 13, 2011 if outstanding Notices of Violation pertaining to the MCD issued by other city departments have been corrected.

Sincerely yours,

Tomas Aragon, MD., Dr.PH
Health Officer

Cc: SF Planning Dept
SF Police Dept

Medical Cannabis Dispensary Inspection Program	1390 Market Street, Suite 210 San Francisco CA, 94102	<i>Phone (415) 252-3841 fax (415) 252-3894</i>
---	--	--



12/11

12/11

1545 Ocean Ave.

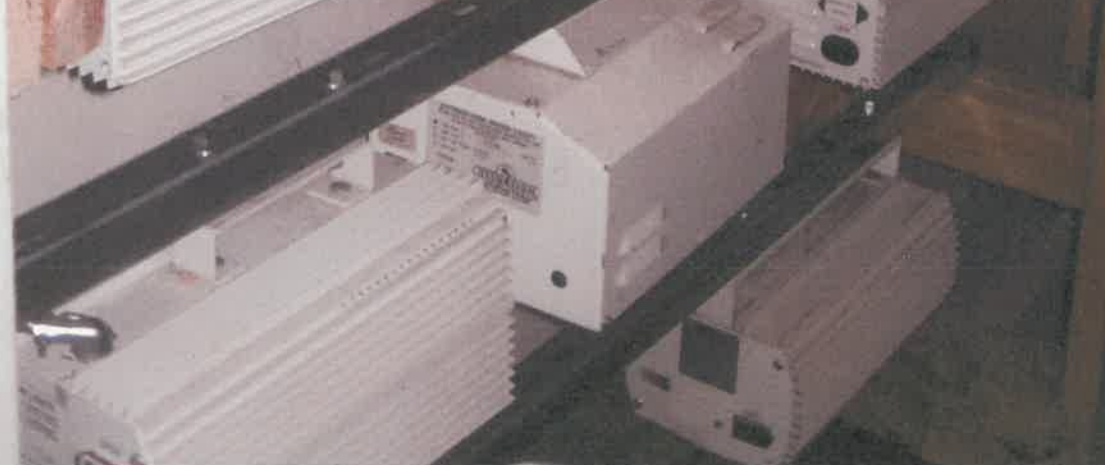
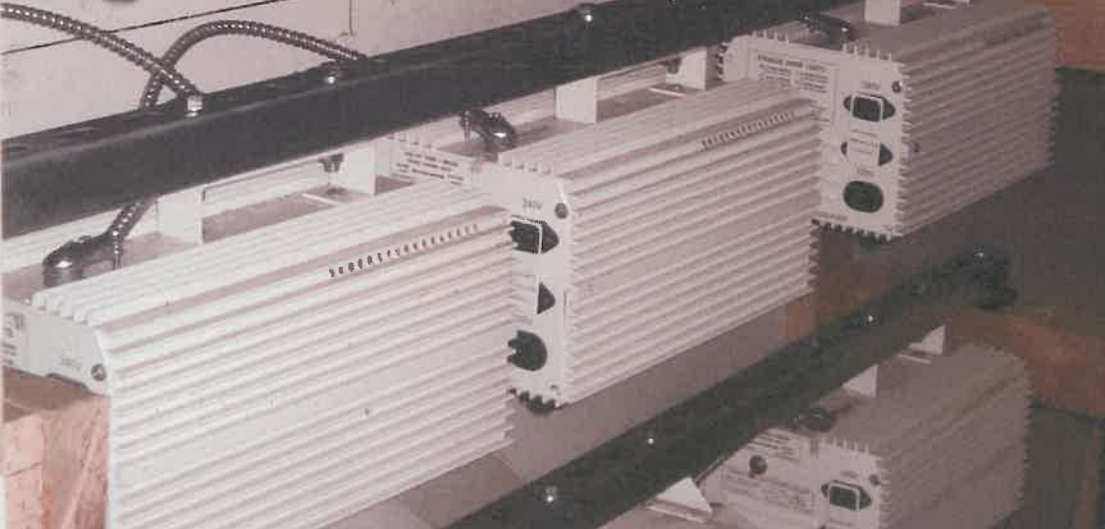
1/13/11





15 73 2200 AM

1/2/10



11/3/11



1545
Ocean
Ave

11/3/11

1545 Ocean Ave.



NOTICE OF VIOLATION

of the San Francisco Municipal Codes Regarding Unsafe,
Substandard or Noncomplying Structure or Land or Occupancy

DEPARTMENT OF BUILDING INSPECTION NOTICE: 1
City and County of San Francisco
1660 Mission St. San Francisco, CA 94103

NUMBER: 201084649
DATE: 27-DEC-10

ADDRESS: 1543 OCEAN AV
OCCUPANCY/USE: B (BUSINESS-OFFICE; FOOD AND DRINKING ESTABLISHMENT) BLOCK: 6936 LOT: 011

If checked, this information is based upon site-observation only. Further research may indicate that legal use is different. If so, a revised Notice of Violation will be issued.

OWNER/AGENT: JEW HOWARD & ANNE REVOCABLE PHONE #: -
MAILING JEW HOWARD & ANNE REVOCABLE
ADDRESS % HOWARD & ANNE JEW
266 11TH AVE
SAN FRANCISCO CA 94118

PERSON CONTACTED @ SITE: PHONE #: -

VIOLATION DESCRIPTION:

VIOLATION DESCRIPTION:	CODE/SECTION#
<input checked="" type="checkbox"/> WORK WITHOUT PERMIT	106.1.1
<input type="checkbox"/> ADDITIONAL WORK PERMIT REQUIRED	106.4.7
<input type="checkbox"/> EXPIRED OR <input type="checkbox"/> CANCELLED PERMIT PA#:	106.4.4
<input checked="" type="checkbox"/> UNSAFE BUILDING <input type="checkbox"/> SEE ATTACHMENTS	102.1

1. Residential unit turned into commercial grow operation w/out permit at 2nd floor.
2. Electrical meter bypassed w/out electrical permit.
3. Deck at rear built w/out permit.
4. Storage area at 1st floor rear covered to office w/out permit.
5. Stair at rear have dryrot and pest infestation and need to be replaced (more than 50%), SFBC Section 106.1.1, 102

CORRECTIVE ACTION:

- STOP ALL WORK SFBC 104.2.4 415-558-6142
- FILE BUILDING PERMIT WITHIN 30 DAYS (WITH PLANS) A copy of This Notice Must Accompany the Permit Application
- OBTAIN PERMIT WITHIN 45 DAYS AND COMPLETE ALL WORK WITHIN 60 DAYS, INCLUDING FINAL INSPECTION SIGNOFF.
- CORRECT VIOLATIONS WITHIN DAYS. NO PERMIT REQUIRED
- YOU FAILED TO COMPLY WITH THE NOTICE(S) DATED , THEREFORE THIS DEPT. HAS INITIATED ABATEMENT PROCEEDINGS.

● FAILURE TO COMPLY WITH THIS NOTICE WILL CAUSE ABATEMENT PROCEEDINGS TO BEGIN.
SEE ATTACHMENT FOR ADDITIONAL WARNINGS.

obtain permit w/plans and City Planning approval at 1660 Mission Street.
INVESTIGATION FEE OR OTHER FEE WILL APPLY

- 9x FEE (WORK W/O PERMIT AFTER 9/1/60) 2x FEE (WORK EXCEEDING SCOPE OF PERMIT) NO PENALTY (WORK W/O PERMIT PRIOR TO 9/1/60)
- OTHER: REINSPECTION FEE \$
- APPROX. DATE OF WORK W/O PERMIT VALUE OF WORK PERFORMED W/O PERMITS \$50000

BY ORDER OF THE DIRECTOR, DEPARTMENT OF BUILDING INSPECTION

CONTACT INSPECTOR: Edward H Sweeney
PHONE #. 415-558-6142
By: (Inspector's Signature) _____

DIVISION: BID DISTRICT:

Department of Building Inspection

Online Permit And Complaint Tracking

Permit Details Report

Report Date: 1/14/2009 11:39:42 AM
Application Number: 200706204494
Form Number: 3
Address(es): 6936 1011 10 1545 OCEAN AV
Description: PLANNING DEPARTMENT-SUBMITTAL FOR MEDICAL CANNABIS DISPENSARY-NO CONSTRUCTION OR CHANGE OR USE UNDER THIS PERMIT
Cost: \$1.00
Occupancy Code: M
Building Use: 15 - RETAIL SALES



Disposition / Stage:

Action Date	Stage	Comments
6/20/2007	PRINCE	
6/20/2007	FILING	
6/20/2007	FILED	



Contact Details:

Contractor Details:

License Number: UND
Name: UNDECIDED UNDECIDED
Company Name: UNDECIDED
Address: UNDECIDED * UNDECIDED CA 00000-0000
Phone:

Addenda Details:

Description:

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Phone	Hold Description
1	CPB	6/20/07	6/20/07			6/20/07	BAZILE TARA	415-558-6070	
2	CP-ZOC	6/20/07	6/28/07	7/30/07	11/7/07	11/7/07	WATTY ELIZABETH	415-558-6377	Approved by PC on 10/11/07, per Case No. 2007.0631D. Upstairs dwelling-unit must remain a dwelling-unit unless the property owner obtains the proper permits.
3	PAD-PC	11/7/07					GUTIERREZ NORMAN	415-558-6133	
4	PPC							415-000-0000	5-13-08: PERMIT APPLICATION AT PPC FILING CABINET. SJF
5	HEALTH							415-252-3815	
6	CPB							415-558-6070	

Station Code Descriptions and Phone Numbers

Technical Support for Online Services

If you need help or have a question about this service, please visit our [support area](#).

*San Francisco Planning Department
Office of Analysis and Information Systems*

Miscellaneous Permit Application

Application Number: MB0700748

Business Name: NOR-CAL HERBAL RELIEF COOPERATIVE

Received Date: 06/14/2007

Reply Date: 11/07/2007

Agency: HEALTH

Type: MEDICAL CANNABIS DISPENSARY

Address: 1545 OCEAN AV

Floor: ST LEVEL

Size: 1108 SQ. FT.

Block: 6936 Lot: 011 Zoning: NC-2

Quadrant: SOUTHWEST

Existing Use: MEDICAL CANNABIS DISPENSARY

Planner: EWATTY

Decision: APPROVED

Status Comment: Permitted per Planning Commission case no. 2007.0631D (BPA 2007.06.20.4494) , approved on 10/11/07.

Conditions: The Planning Commission took DR and approved the MCD with the condition that the upstairs dwelling unit at 1543 Ocean must remain a dwelling-unit unless the Property Owner obtains the proper permits.

Online Permit and Complaint Tracking

COMPLAINT DATA SHEET

Complaint Number: 201084686
Owner/Agent: OWNER DATA SUPPRESSED
Owner's Phone: --
Contact Name: --
Contact Phone: --
Complainant: COMPLAINANT DATA SUPPRESSED
Date Filed: 12/27/2010
Location: 1543 OCEAN AV
Block: 6936
Lot: 011
Site: 1543-1545
Rating:
Occupancy Code:
Received By: Ben Man
Division: EID
Complainant's Phone:
Complaint Source: BID REFERRAL
Assigned to Division: EID
Description: RESIDENTIAL UNIT TURNED INTO COMMERCIAL GROW OPERATION WITHOUT PERMIT AT 2ND FLOOR, ELECTRICAL METER BYPASSED WITHOUT ELECTRICAL PERMIT, STORAGE AREA AT 1ST FLOOR REAR CONVERTED TO OFFICE WITHOUT PERMIT.
Instructions: INVESTIGATIVE FEES APPLIED.

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
EID	MOLINARI	6266	3	

REFERRAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
12/27/10	CASE OPENED	EID	Molinari	CASE RECEIVED	
12/27/10	CASE OPENED	EID	Allen	TELEPHONE CALLS	INVESTIGATIVE FEES APPLIED.

COMPLAINT ACTION BY DIVISION

NOV (HIS): **NOV (BID):** 12/28/10

Inspector Contact Information

[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

If you need help or have a question about this service, please visit our FAQ area.



San Francisco Department of Public Health
Environmental Health Section
1390 Market Street, Ste. 210

Website: www.sfdph.org
General Info No. 252-3800

MEDICAL CANNABIS DISPENSARY INSPECTION PROGRAM

Location Address: <i>1545 Ocean Ave</i>	Inspection Type: <i>Routine</i>	Inspection Date: <i>8/18/10</i>
Business Name: <i>Nor-Cal Herbal Relief</i>	Edibles subject to Cert. Food Handler Requirement Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Re-inspection Date: <i>9/18/10</i>
Owner Name: <i>Nor-Cal Herbal Relief Patients Coop</i>	Grown on site: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	On-site smoking observed: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Phone: <i>469-7700</i>	Location ID: <i>260</i>	Sq. Ft. / # Plants: <i>260</i>
		Vaporizing: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Facility Health Permit/License: Posted <input checked="" type="checkbox"/> Not Posted <input type="checkbox"/>	Seller's Permit/ Bus. Reg. Cert: Posted <input checked="" type="checkbox"/> Not Posted <input type="checkbox"/>	Community Relations Staff Person (Name and telephone): <i>Daniel - 469-7700</i> 755-512-5703
---	--	--

Items/Violations	The following items are not in compliance with San Francisco Health Code Article 33 and/or DPH Regulations and must be corrected within 10 days. Failure to comply may result in permit suspension or revocation.	DATE
Operations		
1 Collective/Cooperative arrangement	<i>Seller's permit # 101-185030</i>	<i>month</i>
2 Max. sales quantities and age requirement	<i>Bus Reg. Cert - 425625</i>	
3 Hours of operation (8am-10PM) <i>8-8</i>		
4 General sanitation		
5 Permits/Licenses valid		
6 Required signs properly posted		
7 Handwashing, Utensil/Glove Use	<i>1) You must use 28.35g / ounce conversion.</i>	
8 Disinfection of vaporizer mouthpiece		
9 Weighing scales approved where applicable		
10 Adequate security and lighting	<i>2) Submit 2 forms regarding not-for-profit operation and origin of cannabis.</i>	
11 Proper Print and Electronic Advertising		
12 Outside litter removal twice daily		
Membership		
13 Proper membership application procedure		
14 Maintain list of members	<i>3) Provide proof of annual membership meeting.</i>	
15 Facility tracking member contributions		
16 Annual membership meetings		
Documents		
17 "Not for Profit" statement on file	<i>4) Obtain any necessary building / electrical permits for grow room.</i>	
18 "Grown in California" statement on file		
19 Sales Tax Documentation	<i>5) Provide proof of sales tax payments.</i>	
Edibles		
20 Proper Packaging/Labeling		
21 <input type="checkbox"/> Certified Food Handler Certificate		
22 <input type="checkbox"/> HACCP Plans Required		
23 <input type="checkbox"/> HACCP Plans On File	<i>6) Track member contributions to coop.</i>	
Cannabis Grow Room		
23 Building/Electrical permit obtained		
24 Other	<i>7) Add - For Medical Use Only on packages.</i>	

Carry Kessler
Inspector

[Signature]
Signature

252-384
Phone Number

[Signature]
Received by

Permits, Complaints and Boiler PTO Inquiry

COMPLAINT DATA SHEET

Complaint Number: 201084686
Owner/Agent: OWNER DATA SUPPRESSED
Owner's Phone: --
Contact Name: --
Contact Phone: --
Complainant: COMPLAINANT DATA SUPPRESSED
Date Filed: 12/27/2010
Location: 1543 OCEAN AV
Block: 6936
Lot: 011
Site: 1543-1545
Rating:
Occupancy Code:
Received By: Ben Man
Division: EID
Complainant's Phone:
Complaint Source: BID REFERRAL
Assigned to Division: EID
Description: RESIDENTIAL UNIT TURNED INTO COMMERCIAL GROW OPERATION WITHOUT PERMIT AT 2ND FLOOR, ELECTRICAL METER BYPASSED WITHOUT ELECTRICAL PERMIT, STORAGE AREA AT 1ST FLOOR REAR CONVERTED TO OFFICE WITHOUT PERMIT.
Instructions: INVESTIGATIVE FEES APPLIED.

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
EID	MOLINARI	6266	3	

REFERRAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
12/27/10	CASE OPENED	EID	Allen	TELEPHONE CALLS	INVESTIGATIVE FEES APPLIED.
12/27/10	CASE OPENED	EID	Molinari	CASE RECEIVED	
01/04/11	CASE OPENED	EID	Molinari	INSPECTION OF PREMISES MADE	SITE VISIT: MET WITH OSCAR GRADOS (368-8172). MAJOR ELECTRICAL WORK PREFORMED THROUGHOUT BUILDING WITHOUT BENEFIT OF PERMIT OR INSPECTION, MAIN SERVICE ALTERED, SUB-PANELS AND BRANCH CIRCUIT WIRNG INSTALLED THROUGHOUT BOTH 1ST FLOOR COMMERCIAL SPACE AND 2ND FLOOR RESIDENTIAL UNIT.
01/05/11	CASE OPENED	EID	Molinari	NOV SENT - EID	NOV 1ST POSTING BY B. KEIL, 12/28/2010.
01/06/11	CASE OPENED	EID	Green	TELEPHONE CALLS	LARY KESTLER OF SFDPH CANABIS PROGRAM REPORTS THAT HE WAS INFORMED THE BUILDING REMAINS OCCUPIED, HAS NO POWER, AND A GENERATOR IS BEING USED FOR CLEAN UP OF THE FIRE AREA.
04/25/11	CASE OPENED	EID	Ashworth	TELEPHONE CALLS	GT ISSUED FOR 200A 22K MAIN DISCONNECT ONLY ON 04/25/11 BY P. ORTIZ ON EP# E201104064073. WORK ONGOING
12/13/11	CASE OPENED	EID	Molinari	CASE ABATED	ABATED COMPLAINT REFER EP E201104064074, E201104064073, E201108106863.

COMPLAINT ACTION BY DIVISION

NOV (HIS): NOV (BID): 12/28/10

Inspector Contact Information

[Online Permit and Complaint Tracking](#) home page.

Technical Support for Online Services

If you need help or have a question about this service, please visit our [FAQ](#) area.

[Contact SFGov](#) [Accessibility](#) [Policies](#)
City and County of San Francisco ©2000-2009

Permits, Complaints and Boiler PTO Inquiry

COMPLAINT DATA SHEET

Complaint Number: 201084649

Owner/Agent: OWNER DATA SUPPRESSED

Owner's Phone: --

Contact Name:

Contact Phone: --

Complainant: COMPLAINANT DATA SUPPRESSED

Date Filed: 12/27/2010

Location: 1543 OCEAN AV

Block: 6936

Lot: 011

Site:

Rating:

Occupancy Code:

Received By: Christina Wang

Division: BID

Complainant's Phone:

Complaint Source: TELEPHONE

Assigned to

Division: BID

Description: Unsafe bldg.; work w/out permit.

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
BID	RAFAEL JR.	1034	9	

REFERRAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
12/27/10	CASE OPENED	BID	Rafael Jr.	CASE RECEIVED	
12/27/10	HAZARDOUS BUILDING	BID	Rafael Jr.	FIRST NOV SENT	1st NOV issued by Ed Sweeney
04/14/11	HAZARDOUS BUILDING	PID	Rafael Jr.	INSPECTION OF PREMISES MADE	Inspector L. Rafael: Issued correction notice #201102140222 to be suspended pending investigation fees
05/12/11	HAZARDOUS BUILDING	PID	Rafael Jr.	CASE ABATED	Inspector L. Rafael: Investigation fees paid under PA #201104184234.

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

12/27/10

[Inspector Contact Information](#)

[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

If you need help or have a question about this service, please visit our FAQ area.



EXHIBIT B

MEDICAL CANNABIS DISPENSARY PLANNING REFERRAL

FOR HEALTH DEPARTMENT USE ONLY
Date of Application: 6/14/07
Date to Zoning: 6/14/07
Inspector: Larry Kessler
Tel: 252-3841

TO BE COMPLETED BY APPLICANT

BUSINESS NAME: Nor-Cal Herbal Relief Cooperative

BUSINESS STREET ADDRESS: 1545 Ocean Avenue ZIP 94112

Existing Business Use: medical cannabis cooperative

Change of Ownership: [] yes [x] no

New Establishment: [] yes [x] no

Is Location Now Vacant? [] yes [x] no

What floor(s) will the business occupy? Check: Street Level [x] Other Than Street Level []

Business Square Footage: 1108 sq-ft

Special Note: If any other room or building is to be used in connection with this application; OR, if any part of the proposed operation is not located within or connected to address above, attach explanation sheet.

Applicant's Name Daniel Mendez

Mailing Address: [REDACTED]

City: San Francisco Zip Code: 94112

Applicant's Daytime phone: [REDACTED]

SW

MB 0700748

FOR DEPARTMENT OF CITY PLANNING USE ONLY
Zoning: NC-2 Block: 6936 Lot: all
Limitation or Conditions (if any): THE UPSTAIRS DWELLING UNIT AT 1545 OCEAN AVENUE SHALL ONLY BE USED AS A DWELLING, UNLESS THE PROPERTY OWNERS PURSUE THE PROPER PERMITS TO CONVERT THE UNIT TO A NON-RESIDENTIAL USE.
Building Permit Application # 2007.06-20.4494
Planning Case # 2007-0631D
APPROVED: Elizabeth M. Wally (Planner's Signature) DATE: 11/7/07
DISAPPROVED: (Planner's Signature) DATE:

*San Francisco Planning Department
Office of Analysis and Information Systems*

Miscellaneous Permit Application

Application Number: MB0700748

Business Name: NOR-CAL HERBAL RELIEF COOPERATIVE

Received Date: 06/14/2007

Reply Date: 11/07/2007

Agency: HEALTH

Type: MEDICAL CANNABIS DISPENSARY

Address: 1545 OCEAN AV

Floor: ST LEVEL

Size: 1108 SQ. FT.

Block: 6936 Lot: 011 Zoning: NC-2

Quadrant: SOUTHWEST

Existing Use: MEDICAL CANNABIS DISPENSARY

Planner: EWATTY

Decision: APPROVED

Status Comment: Permitted per Planning Commission case no. 2007.0631D (BPA 2007.06.20.4494) , approved on 10/11/07.

Conditions: The Planning Commission took DR and approved the MCD with the condition that the upstairs dwelling unit at 1543 Ocean must remain a dwelling-unit unless the Property Owner obtains the proper permits.

Department of Building Inspection

Online Permit And Complaint Tracking

Permit Details Report

Report Date: 1/14/2009 11:39:42 AM

Application Number: 200706204494

Form Number: 3

Address(es): 6936 1011 / 0 1545 OCEAN AV

Description: PLANNING DEPARTMENT-SUBMITTAL FOR MEDICAL CANNABIS DISPENSARY-NO CONSTRUCTION OR CHANGE OR USE UNDER THIS PERMIT

Cost: \$1.00

Occupancy Code: M

Building Use: 15 - RETAIL SALES

Disposition / Stage:

Action Date	Stage	Comments
6/20/2007	PREPARE	
6/20/2007	FILING	
6/20/2007	FILED	

Contact Details:

Contractor Details:

License Number: UND
Name: UNDECIDED UNDECIDED
Company Name: UNDECIDED
Address: UNDECIDED * UNDECIDED CA 00000-0000
Phone:

Addenda Details:

Description:

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Phone	Hold Description
1	CPB	6/20/07	6/20/07			6/20/07	BAZLE TARA	415-558-6070	
2	CP-ZOC	6/20/07	6/28/07	7/30/07	11/7/07	11/7/07	WATTY ELIZABETH	415-558-6377	Approved by PC on 10/11/07, per Case No. 2007.0631D. Upstairs dwelling-unit must remain a dwelling-unit unless the property owner obtains the proper permits.
3	PAD-PC	11/7/07					GUTIERREZ NORMAN	415-558-6133	
4	PPC							415-000-0000	5-13-08: PERMIT APPLICATION AT PPC FILING CABINET. SJF
5	HEALTH							415-252-3815	
6	CPB							415-558-6070	

Station Code Descriptions and Phone Numbers

Technical Support for Online Services

If you need help or have a question about this service, please visit our [support area](#).





City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH

Gavin Newsom, Mayor
Mitchell H. Katz, M.D.
Director of Health

OCCUPATIONAL & ENVIRONMENTAL HEALTH

2/14/08

DPH Hearing	Case No.
February 13, 2008	MCD 08-07

Daniel Mendez
Nor-Cal Herbal Relief
1545 Ocean Ave
San Francisco, CA 94112

Re: Department of Public Health Provisional Permit Hearing for a Medical Cannabis Dispensary

Location: 1545 Ocean Ave dba Nor-Cal Herbal Relief Center

Based upon information presented by the Department of Public Health (DPH) at the Director's Permit Hearing, it was determined that DPH has not received the following confirmation that is necessary before we are able to issue a provisional permit for your medical cannabis dispensary;

1. Issued or approved building permit, with approval from the Mayor's Office on Disability
2. Receipt of background check from DOJ.
3. Accurate scales.

When these items are confirmed/corrected, we will issue the provisional permit. When you obtain the certificate of final completion and occupancy from the Department of Building Inspection you will be issued the *final* Permit to Operate. You may want to check the status of your building permit and make sure it is proceeding as necessary. In addition, the Mayor's Office on Disability (MOD) now reviews plans for handicap access in accordance with the San Francisco Health Code. MOD's phone number is 554-6792, and the contact person is Jim Whipple.

Sincerely yours,

Tomas Aragon, MD., Dr.PH
Deputy Health Officer

**Medical Cannabis
Dispensary Inspection
Program**

**1390 Market Street, Suite 210
San Francisco CA, 94102**

**Phone (415) 252-3841
fax (415) 252-3894**

Still images from video surveillance cameras at Waterfall Wellness Health Center, 1545 Ocean Ave., taken on January 23, 2014, at 2:38 p.m., showing Tiara Mitchell leaving WWHC with bag containing over \$78,000 in cash.

EXHIBIT 4

2014-01-23 14:38:26

CH 3



2014-01-23 14:38:31

CH 5



2014-01-23 14:38:31

CH 5



WELLS FARGO BANK TRANSACTION RECEIPTS FROM JANUARY 23, 2014, SHOWING DEPOSITS MADE BY TIARA MITCHELL INTO EIGHT (8) DIFFERENT ACCOUNTS, EACH IN THE AMOUNT OF \$9,835.88, LESS THAN TWO HOURS AFTER REMOVING \$78,687 IN CASH FROM WATERFALL WELLNESS MCD LOCATED AT 1545 OCEAN AVE., SAN FRANCISCO. CASH DEPOSITS STRUCTURED TO AVOID CURRENCY TRANSACTION REPORTING REQUIREMENTS UNDER THE BANK SECRECY ACT IS A FEDERAL CRIME UNDER 31 U.S.C. 5324(d)(1). A FINANCIAL INSTITUTION HAVING CAUSE TO SUSPECT THAT A PERSON IS ENGAGING IN STRUCTURING TRANSACTIONS TO AVOID REPORTING REQUIREMENTS MUST SUBMIT A SUSPICIOUS ACTIVITY REPORT (OR SAR) TO THE FINANCIAL CRIMES ENFORCEMENT NETWORK (FinCEN), AN AGENCY OF THE UNITED STATES DEPARTMENT OF THE TREASURY, REGARDING SUCH SUSPICIOUS OR POTENTIALLY SUSPICIOUS ACTIVITY.

EXHIBIT 5

In the United States, the Bank Secrecy Act requires the filing of a currency transaction report (CTR) for transactions of more than \$10,000 in currency (US or foreign). Financial institutions suspecting deposit structuring with intent to avoid the law are required to file a suspicious activity report.

Title 31 of the United States Code, section 5324, provides (in part):

No person shall, for the purpose of evading the reporting requirements of section 5313 (a) or 5325 or any regulation prescribed under any such section, the reporting or record keeping requirements imposed by any order issued under section 5326, or the record keeping requirements imposed by any regulation prescribed under section 21 of the Federal Deposit Insurance Act or section 123 of Public Law 91-508—

[...]

(3) structure or assist in structuring, or attempt to structure or assist in structuring, any transaction with one or more domestic financial institutions.

Section 5324 further provides that a violation of this provision may be punished by a fine or up to five years in prison, or both.[6]

Wells Fargo Bank
Transaction Receipt

STORE # 0000018 04	Deposit
Account Number 00114	XXXXXX1054
Cash In	\$9,835.88
Number of checks	0
Total Deposited	\$9,835.88
Less Cash	- \$0.00
Net Deposit Amount	\$9,835.88

Transaction # 070 0093
04:21PM 01/23/14 Credited: 01/23/14

Wells Fargo Bank
Transaction Receipt

STORE # 0000018 04	Deposit
Account Number 00114	XXXXXX1013
Cash In	\$9,835.88
Number of checks	0
Total Deposited	\$9,835.88
Less Cash	- \$0.00
Net Deposit Amount	\$9,835.88

Transaction # 068 0091
04:20PM 01/23/14 Credited: 01/23/14

Wells Fargo Bank
Transaction Receipt

STORE # 0000018 04	Deposit
Account Number 00114	XXXXXX8570
Cash In	\$9,835.88
Number of checks	0
Total Deposited	\$9,835.88
Less Cash	- \$0.00
Net Deposit Amount	\$9,835.88

Transaction # 069 0092
04:20PM 01/23/14 Credited: 01/23/14

Pay more than the minimum monthly amount
due on your credit cards or loan payment
to help minimize monthly interest expense.

Thank you, Angela

Wells Fargo Bank
Transaction Receipt

STORE # 0000018 04	Deposit
Account Number 00114	XXXXXX1120
Cash In	\$9,835.88
Number of checks	0
Total Deposited	\$9,835.88
Less Cash	- \$0.00
Net Deposit Amount	\$9,835.88

Transaction # 067 0090
04:19PM 01/23/14 Credited: 01/23/14

Pay more than the minimum monthly amount
due on your credit cards or loan payment
to help minimize monthly interest expense.

Thank you, Angela

Wells Fargo Bank
Transaction Receipt

STORE # 0000018 04 Deposit

Account Number XXXXXX7490
00114

Cash In \$9,835.88
Number of checks 0

Total Deposited \$9,835.88
Less Cash - \$0.00
Net Deposit Amount \$9,835.88

Transaction # 066 0089
04:18PM 01/23/14 Credited: 01/23/14

Wells Fargo Bank
Transaction Receipt

STORE # 0000018 04 Deposit

Account Number XXXXXX8695
00114

Cash In \$9,835.88
Number of checks 0

Total Deposited \$9,835.88
Less Cash - \$0.00
Net Deposit Amount \$9,835.88

Transaction # 064 0087
04:17PM 01/23/14 Credited: 01/23/14

Wells Fargo Bank
Transaction Receipt

STORE # 0000018 04 Deposit

Account Number XXXXXX1153
00114

Cash In \$9,835.88
Number of checks 0

Total Deposited \$9,835.88
Less Cash - \$0.00
Net Deposit Amount \$9,835.88

Transaction # 065 0088
04:18PM 01/23/14 Credited: 01/23/14

Pay more than the minimum monthly amount
due on your credit cards or loan payment
to help minimize monthly interest expense.

Thank you, Angela

Wells Fargo Bank
Transaction Receipt

STORE # 0000018 04 Deposit

Account Number XXXXXX1587
00114

Cash In \$9,835.88
Number of checks 0

Total Deposited \$9,835.88
Less Cash - \$0.00
Net Deposit Amount \$9,835.88

Transaction # 063 0086
04:14PM 01/23/14 Credited: 01/23/14

Pay more than the minimum monthly amount
due on your credit cards or loan payment
to help minimize monthly interest expense.

Thank you, Angela

Exhibit 6

San Francisco Department of Public Health

Attention : Mr. Ryan Clausnitzer PLEASE ENSURE COMMISSIONERS ARE
READ OR COPIED ON THIS DOCUMENT

May 12, 2014

From: An Anonymous Concerned Family in District 7

Dear City Commissioners - WE write you today IN PROTEST of the LICENSING OR the
RE-LICENSING of The Medical Cannabis Dispensary located at 1545 Ocean Avenue doing
business as "Waterfall Wellness Center".

We are not opposed to having a legitimate Medical Cannabis Dispensary in our neighborhood.

However, we do object to anyone doing business in our district that has, or has had direct links to
organized crime.

It would appear that everyone in city hall wants to turn a blind eye to a long term and well
documented problem in district 7. A problem that could have been corrected three years ago after
much press and publicity. A dispensary that should have been shut down years ago.

Now that this same dispensary is up for re-licensing, the City Commissioners have the
opportunity to rid District 7 of this eye sore and public nuisance once and for all..

The proposed new ownership, or transfer of ownership is nothing short of a scam .

It is the same family members involved , just a new name on the license a step daughter to the
former owner. Commissioners, I beg you to take a look at the facts. These people are just short
of gangsters and bring an awful element into our neighborhood. This is your opportunity to make
a wrong right.

The following are quotes from publicized articles that have appeared in Bay Citizen and SFGate.
They cover the history and chronic problems of the dispensary since 2005. They can easily be
goggled and found on the web. Copies of the originals are attached to this letter.

"" The club, called Norcal Herbal Relief Center, at 1545 Ocean Avenue, was raided by federal
agents in June 2005 as part of "Operation urban Harvest" in which 19 people were indicted".

This story had major media coverage and " a Drug Enforcement Administration agent wrote in a
sworn affidavit that the medical marijuana dispensary @ 1545 ocean Avenue was a front for
illegal drug trafficking.

The club was shut down, but re-opened shortly thereafter, under a different name, but again, the
same players prevailed.

Commissioners, if you are not familiar with this case and history, it is your civic duty to do your homework before making an EDUCATED DECISION. Please take the high road instead of the easy way out. Please do not look the other way and allow these people to yet re-open again! This dispensary has been a thorn in our neighborhood far too long.

KINDLY consider that my family lives in the district and frequent business owners on Ocean Avenue every day. We see with our own eyes what goes in and out of that club. Often I see young people doing what appears to be drug deals on Capitol @ Ocean. It is obvious they are reselling marijuana purchased @ 1545. Empty plastic bags that bare "Waterfall Wellness" litter our streets , and undesirable individuals frequent several blocks of Ocean Avenue.

The Bay Citizen reports February 2, 2011 "" Firefighters responded to a call Dec 26 at Nor Cal Herbal Relief Center in the Ingleside neighborhood. An inspector from the city's building department said that the likely cause was funky electrical wiring used to fuel high powered grow lights. THEY BYPASSED THE METER , they were sucking so much power , that's what caused the fire , said Ron Allen , chief electrical inspector with the Dept of Building Inspection. A FIREARM WAS ALSO FOUND AND CONFISCATED at THE PROPERTY. The dispensary would then close again.

The owner of the club at that time was a Mr. Daniel Mendez. This hearing is for the licensing of the same club again, only this time the operators name is Tiara Michelle, who is none other than Daniel Mendez's stepdaughter.

Upon our own investigation into public records, we find it is the same Mr. Daniel Mendez attempting to re-license once again under his step-daughter's name..

Given the factual history of this establishment and the individuals involved, how can you possibly even consider re-licensing?

In closing, I must respectfully insist that you weigh these facts and matters into your decision, even if that means delaying this hearing if you need to verify the facts stated here.

As our community here in District 7 tries to revitalize Ocean Avenue , let's take a close look at who are potential new neighbors really are , and make a positive change that will affect our community for years to come.

For Immediate Release:

**Medical Cannabis Hearing on May 14th:
Will the San Francisco Health Dept. have the Teeth
to take Bad Players off Ocean Avenue?**

SAN FRANCISCO, CA . May, 11, 2014 - Patient activists and neighbors are hoping the San Francisco Health Department has the teeth to refuse Norcal owner Daniel Mendez from reclaiming the medical cannabis club location owned by former Supervisor Ed Jew's family at 1545 Ocean Avenue.

The location under his management housed an illegal commercial size grow in the upper residential unit, which flew in the face of the conditions that the San Francisco Planning Department placed on the original permit. The public safety hazards didn't end there, the marijuana grow caught on fire, inspectors found not only bypassed PG&E meter, a theft of power in the thousands each month, but a loaded firearm was also found.

Daniel Mendez's Norcal permit was suspended for a mere 30 days, but the Health Department thought they had found a solution to preserve the land use, a known good player Greg Scheopp stepped up to the plate and put his name and collective on the permit, Waterfall Wellness, and brought the space back into compliance with city and state regularity laws.

On May 14th at 1 pm at 101 Grove, Hearing Director Tomas Aragon will hear Daniel Mendez plea to allow Norcal to resurface on Ocean Avenue.

Greg Scheopp will contest the transfer out of his name and back into the offenders, for public health and safety concerns.

Firearms not only violate local and state law but disregard the guidelines for medical cannabis states set forth by the Department of Justice.

To not deny this transfer back to bad players sends a strong signal to the Federal Government that San Francisco cannot self regulate medical cannabis and that our laws have no teeth.

Please take a moment and send an email of concerns to
Ryan.clausnitzer@sfdph.org
Tomas.Aragon@sfdph.org
Richard.lee@sfdph.org

Exhibit 7

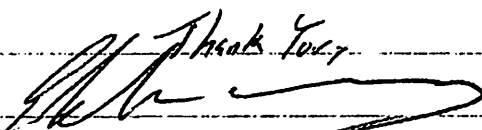
Dear Hearing Director
Dept Public Health

I am deeply concerned about the transfer of ownership back to Daniel Mendez to Waterfall Wellness of 1545 Ocean Ave. There is a lack of transparency to the neighborhood and community. I have notice, there is no notification informing the public that an MCD is operating under new management.

On May 1st I noticed Mr. Mendez use "bullying" tactics towards medicinal marijuana patients. The tactics were intimidation by "stering" down individuals inside the chambers. After the hearing, I saw 4 Waterfall Wellness employees (identified by their shirts) surround a patient in a wheel chair and the patient told me he felt uncomfortable around them.

When Waterfall Wellness employees spoke, they constantly belittled patients and bring "down to them". They showed no compassion, for a compassion program that they claim

Thank you for your time.

Thank You

Eliberto Hernandez

555-2014

Dear DPH Director

As a Compassionate. I'm very worried
about the transferring of Daniel Mando back
to Nacal 1545 Over permit.

He is a very dishonest person. Just check
his background.

At the meeting on the 1st of the plans
committee he was very rude and hostile to
us all.

He also owns a loaded fire arm with no
PT have a chain and we shouldn't have
to be bullied into going to his store.

I believe the neighbor will suffer if he
allowed to ~~be~~ be a owner operator.

Thank You

Dear Hearing Director,

My name is Brenda I am a disabled mcd patient and I live at 300 Gracies in the Park Merced. I am opposed to the transfer of ownership at 1545 Ocean Ave. The people applying for this transfer are unfit to serve the community. Public records show your department suspended there last permit, due to a fire, an illegal grow and stolen PGNE. It appalls me that you department would even consider these people to operate another dispensary with the track record of negligent operations at the Nor Cal dispensary. These people are not trust worthy and do not follow the health dept. or the city's guidelines or rules on how to properly operate a dispensary in SF. It is a public safety issue especially if you live in the neighborhood. Please do not grant this transfer, it will jeopardize the integrity of the entire mcd program.

Brenda A.

300 Gracies, SF

Clausnitzer, Ryan (DPH)

From: whig.michael@gmail.com on behalf of Mike Goldman <mike.goldman@allstreets.org>
Sent: Tuesday, May 06, 2014 7:35 PM
To: Clausnitzer, Ryan (DPH)
Cc: Shona Gochenaur
Subject: Deny Waterfall Wellness / NorCal permit immediately

Dear DPH Hearing Director,

I am a medical cannabis patient living in San Francisco, who previously was a client of Waterfall Wellness. I am also a patient advocate who has participated on several committees of the Medical Cannabis Task Force as well as Supervisor David Chiu's current advisory working group. I was shocked and dismayed when a change of ownership occurred without public notice or action taken by the Department of Public Health. For several months the former owner and operator of NorCal, Daniel Mendez, who is known to have previously violated health and safety rules, has been deceiving patients by operating under a front which appears to be the previously well run dispensary run by Greg Schoepp and Christina Jajeh. However, unbeknownst to members of the public who were not informed, Greg and Christina are no longer involved with Waterfall Wellness. Were I not involved in the Supervisor's working group, I might not even know today.

Any restaurant or liquor store upon a change of ownership or management is required to post a sign. Even today, a person looking at the storefront of Waterfall Wellness will see no sign, or indication of any kind that it has become a front for NorCal.

I do not understand why the Department of Public Health has delayed so long in taking action on their permit. The public health and safety are being seriously endangered every single day that this fraudulent dispensary remains open.

Michael Goldman

160 Eddy Street #328

San Francisco, CA 94102

Clausnitzer, Ryan (DPH)

From: Mark Allen <markdmrn@gmail.com>
Sent: Saturday, May 17, 2014 6:25 PM
To: Clausnitzer, Ryan (DPH)

I am writing in opposition to the transfer of the MCD operating permit issued to Tiara Mitchell and Greg Scheopp operating at 1545 Ocean Ave. to Daniel Mendez of NORCAL, a man that is a well known troubled operator. Terra Mitchel is step daughter of Daniel Mendez, outside of the obvious implication of the family ties, so obvious I need not go into them. Daniel Mendez's are numerous past crimes include an illegal cannabis grow, stealing electricity from PG&E, causing a fire, and a loaded gun on premises. All of these past offenses and his current actions of trying to take over an existing permit rather than obtaining his own, shows that Daniel Mendez is only interested in taking shortcuts, shortcuts that are continuously dangerous and treat to the health and safety of his workers, his clients, and the community at large. I am however in full support of allowing Greg Scheopp to move operations to 1423 Ocean Ave. Greg is a good man with a strong sense of community involvement. He has long assisted me with his compassion program. The layout of the new store is bright and open it fits the look of the neighborhood. the warm and inviting feel is very conducive to the whole health and healing experience; whereas the 1545 Ocean Ave location always makes you feel like your doing something shady, with the guard at the metal gate, the cement, block, stucco hallway, and that door at the end that your buzzed through, just to walk into a tiny little space. I mean it just feels wrong. In conclusion let me simply restate that i'm for allowing Greg Scheopp to move operations to 1423 Ocean Ave, and nothing else.

Clausnitzer, Ryan (DPH)

From: kenneth lima <kenharoldlima@gmail.com>
Sent: Saturday, May 17, 2014 6:00 PM
To: Clausnitzer, Ryan (DPH)
Subject: MCD 1423 Ocean Ave

I am a cannabis patient and need BACH on ocean ave. to be open. The compassionate care that is provided by them will be greatly appreciated.

Daniel, the current permit holder is a bad buisness manager. He even was caught with a loaded gun in his dispensary. Please let Greg Shoepf have his permit in the new location.

Ken Lima

Clausnitzer, Ryan (DPH)

From: Elihu Hernandez <elihuhernandez40@gmail.com>
Sent: Saturday, May 17, 2014 5:36 PM
To: Clausnitzer, Ryan (DPH)
Subject: MCD- 1423 Ocean Ave. Transfer of Permit

Dear Mr. Clausnitzer,

I am a San Francisco resident & cannabis patient. I am concerned that Greg Scheopp, a good & compliant operator, will lose his status to permit & operate an MCD on 1423 Ocean Ave. and not be allowed to move to continue to serve the community. The current Permit co-holder has a bad buisness practice. In the past, under, Daniel Mendez, they stole PG&E, had a fire, and had a loaded fire arm. As a buisness practice, this is unethical for paitent saftey. Please alow Greg Sheopp to continue to serve the community by permitting his transference of operations.

Thank you,

Elihu Hernandez

Clausnitzer, Ryan (DPH)

From: Denise Dorey <axisofloveposse@gmail.com>
Sent: Saturday, May 17, 2014 5:20 PM
To: Aragon, Tomas (DPH); Lee, Richard (DPH); Clausnitzer, Ryan (DPH)
Subject: Please support safe MCD access for patients, not hostile takeovers

Dear Sir,

I am a San Francisco resident & cannabis patient. I am concerned that Greg Scheopp, a good & compliant operator will lose his correctly zoned permit & not be allowed to move after he was victim of a hostile takeover. Please protect patients & allow Greg Sheopp to continue to serve the community by permitting his new location on Ocean Ave.

Sincerely

Denise Dorey

Clausnitzer, Ryan (DPH)

From: Ocean Avenue CBD <info.oacbd@gmail.com>
Sent: Saturday, May 17, 2014 6:52 PM
To: Clausnitzer, Ryan (DPH)
Subject: Permit Transfers of MCDs

SEC. 3311. SALE OR TRANSFER OF PERMITS.

(a) Upon sale, transfer or relocation of a medical cannabis dispensary, the permit and license for the establishment shall be null and void unless another permit has been issued pursuant to this Article; provided, however, that upon the death or incapacity of the permittee, the medical cannabis dispensary may continue in business for six months to allow for an orderly transfer of the permit.

(b) If the permittee is a corporation, a transfer of 25 percent of the stock ownership of the permittee will be deemed to be a sale or transfer and the permit and license for the establishment shall be null and void unless a permit has been issued pursuant to this Article; provided, however that this subsection shall not apply to a permittee corporation, the stock of which is listed on a stock exchange in this State or in the City of New York, State of New York, or which is required by law, to file periodic reports with the Securities and Exchange Commission.

Ryan, What are the criteria for approving a transfer of ownership? This text from the Health Code does not specify what the department must consider. The hearing officer last week did not seem to know what they are either. He did not seem to think that anything said was to the point either.

Thanks for your help on this. Dan

Daniel Weaver
Executive Director
Ocean Avenue Association
t: 650-273-6223
e: info.oacbd@gmail.com

Clausnitzer, Ryan (DPH)

From: Axis of Love SF, Shona Gochenaur <axisoflovesf@gmail.com>
Sent: Thursday, May 15, 2014 8:52 PM
To: Clausnitzer, Ryan (DPH)
Subject: questions

Hey,

I'm abit confused here on a few things. one of Daniel (not tiaras she is his frontman) employee, mentioned when doing public comment that she had spoken with either the hearing director or you, along the lines of she had talked to whomever, either yourself or hearing director that she had spoken about how they had allot of patients that would be there, but they were sheilding there patient support from the hot sun, and at first we had spoken about stating when handing my folder over that it was due to intimidation, you changed your line to "Tenison" which implys a mutal issue.

I think It's important to understand, be aware that it was clearly intimidation.

And equal of importantance that this isn't naive family business, this is very orchestrated emoitional manipulations, to acheive, complete a theft/piracy of others hard work and investment in a collective.

Were Daniel team granted influence to the hearing director prior to the hearing?

If so, then we should also be granted the same. You told me when we meetup before the hearing that you were under the impression the hearing director would look at the whole picture, not just if the boxes were checked. I left feeling bambozzled, and with the impression that he would go by the checked boxes. But here's the real deal in my eyes, and I could be wrong, but the boxes aren't checked, here's why Greg doesn't agreed to the transfer, Daniel Mendez clearly is the responsible party, he controls the lease via a very crafty, time sensitive manipulation of a 30 pg lease agreement, which I beleive Greg explained to you, he via intimidation and threats, he grabbed the corprate offices with no vote of any board, and you've got in your possession a declaratory statement from an attorney' who played match maker at first between norcal and Greg, both at that point Clients of his, that the health dept did not want Daniel/norcal involved, and would squash permit if he re-entered, and I'm sure Derek as a attorney', would not falsely testify to this.

These maneuvers are red flags for organized crime, as is his arrogance, oops sorry I almost burnt down the block, you can't tie that loaded weapon to me, my stepdaughter is calling the shots, I'm a good guy now, if the health dept buys this? Perhaps we should take oversee to another dept, I'm truly frustrated, with the whole hearing, my good god get inspector ed Walsh two lawyers, feminist, to do battle with human trafficking lawyers, talk about unfair! I'm glad that the vitcims were dismissed without fines. But in compare if you guys think that young woman does nails and just stopped by the brothel to chat with her freind?

Then sure Ryan, what occured inside and outside chambers may 1 was tenison, not intimidation. Don't get me wrong, I faught with all my heart for mmj to be oversee by health dept, and I've faught state legislation to bring to ABC, but now? If we can't see clearly? In either area, mmj and human traficking and combat organized crime influences, maybe were in over our heads.

I don't want sex workers nor cannabis cultivators criminalized, but both and overseeing agencys for the public safety need to have teeth.

Had to get that off my chest, this is an intense situation, with many layers.

Shona Gochenaur
Executive Director

Axis of Love SF

<http://www.facebook.com/axisoflove>

<http://www.twitter.com/axisoflove>

Clausnitzer, Ryan (DPH)

From: Axis of Love SF, Shona Gochenaur <axisoflovesf@gmail.com>
Sent: Saturday, May 17, 2014 10:58 PM
To: Aragon, Tomas (DPH)
Cc: Dorji Roberts; d_saint_pierre; Dan Rush; Clausnitzer, Ryan (DPH); Edward Breslin; Low, Jen (BOS); Christina Jajeh; Lee, Richard (DPH); Ocean Avenue CBD; cwu.planning@gmail.com; mooreurban@aol.com
Subject: Re: lets talk about jobs and hostile enviroment in the workplace

First off to be clear to all, I've not contacted the federal dept of labor, past just forward the concern. I'm primarily an advocate for lowincome and disabled medical cannabis patients, not workers.

Bellow is an email from a worker who had a clash with Mendez after the hostile takeover was brewing,, this was not on Greg scheopp nor Christina jajeh watch.

Most past employees and those that walked off the job when Daniel Mendez announced he had reclaimed the building, have expressed fear of retaliation, and prior to his I'm king of the mountain speech, while he was practicing intimidation on Greg, he was creating a hostile workplace environment. Intending to scare off those that were in solid or freinds with Christina or Greg.

This included kicking in a office door , and assualting a female manager, who prefers to remain nameless, again out of fear.

He grabbed the security cameras that recorded the assault.

He's offered plenty of his immediate family jobs at an inflated unstainable rate to protect him thru the permit transfer processing. These are not fair offers of job security, to any reasonable adult.

He's gone and doubled dealt with already quite interesting history of permits ed Jews family trust , and made an highly questionable deal of double the rent, and 48,000 security despoit for a five year lease.

There are no real jobs offered, there's also the 300,000 tax debt from his true collective, housed there at 1545 ocean, before he burnt down the building.

No good deed goes unpunished.

Greg investèd via scheopp construction and rebuilt space, he was kindhearted, perhaps foolish, and re-hired some of Daniel family members ,in positions he probably thought would not be impactful, he built the vaules and infastructure that waterfall wellness thrived on. And quite honestly I watched them literally bite the hand that fed them before hearing director Aragon.

I won't remain silent and watch my freind be betrayed nor portrayed as a unethical employer. That's part of the emotional elements of this heist.

That's just shameless.

Greg and his family have employed probably hundreds of sanfranciscans since the 1950s ,and I'm unaware of any violations.

1423 ocean ave, will hire local and provide sustainable, secure union jobs.

Our industrys national union has removed their support of waterfall wellness under the management of Daniel Mendez, who since the hostile takeover has run waterfall.

On Monday, March 24, 2014, Holmes, Lonnie S - WHD <Holmes.Lonnie@dol.gov> wrote:

> Hi this is Lonnie Holmes, please send me your contact information. Thank you.

>

>

>

>

>

Clausnitzer, Ryan (DPH)

From: Archie Hinkle <archiecakes@gmail.com>
Sent: Tuesday, May 06, 2014 7:30 PM
To: Clausnitzer, Ryan (DPH)
Subject: Waterfall Wellness permit

I'm very concerned about Daniel Mendes getting the permit as waterfall wellness. We all know Daniel Mendes was the owner of NorCal. You should know Daniel Mendes is still under investigation for having a firearm in a grow operation, there was also a fire in NorCal from bootleg power from PG&E. And he's not true owner of Waterfall. He's trying to take all the good credit that waterfall wellness has done. and I think ownership for dispensaries should be transparent we all should know who's the owner and operator of all cannabis dispensary. I think you for your time.

Archie Hinkle
275 10th street # 528
San Francisco, ca 94103

Clausnitzer, Ryan (DPH)

From: 14155735555@mymetropcs.com
Sent: Tuesday, May 06, 2014 7:37 PM
To: Clausnitzer, Ryan (DPH)
Attachments: text_0.txt

To the Director of SFDPH. I am sending this msg to express my concern about the change in mgmt of the NorCal Dispensary. The individual seeking to take over that establishment was openly engaged in harrassment @ a city hearing. He has a history of shady behavior ranging from stealing PG@E power, to firearms violations. I sincerely believe that putting Daniel Mendez in charge of a Dispensary would be a major blow to the credibility and good name of SF's medical cannabis patient community. Thank you, John H. Glenn

Dear Hearing Director,

The Bay Area Compassionate Health Center in the process of opening a new Cannabis Dispensary in the Ingleside District. I am a home owner in the Ingleside District. I am restricted to limited income and rely on BACH for my compassion medicine. I am disabled. I am very sick. I suffer from Muscular Sclerosis. I cannot leave my house and if I do leave my house I must have a driver for I am unable to physically drive. BACH'S proposed Ingleside location is my only option for disabled people like myself who need medicine. Especially after what happened at the hearing Thursday, May 1, 2014.

As a resident of the Ingleside district I am appalled by what I witnessed at the BACH permit hearing last Thursday, May 1, 2014. When Greg Schopp and Christina Jajeh spoke to request their permit to be granted in order to open BACH and expand their generous compassion program, they were openly being harrassed and taunted by Daniel Mendez. This occurred inside and outside of chambers. Why was nothing done to reprimand or stop Daniel Mendez's verbal assault and attacks during the hearing? Daniel Mendez is a blatant bully. It is one thing to spark up a disagreement with a neighboring business but this was a malicious to verbal and afterwards physical attack. This is not the first time Daniel Mendez has acted out in this way. Patients are scared. I am scared. There is absolutely no way I could ever go to Waterfall Wellness if Daniel Mendez is the owner, running the business tactics. This is devastating for patients seeking compassion medication and a close, ADA accessible dispensary. Though, BACH has the potential to be the kind, reliable dispensary we so desperately need.

In all seriousness, patients like myself are writing in confidence for we are scared for our safety and lives. We are scared of Daniel Mendez. On the day of the hearing, Daniel Mendez flashed a gun and told people that he knows who we are and that we're going to get it. I'm scared of his retaliation against me, if he knows I'm complaining about him. This incident needs to be taken seriously. Mendez should be not getting away with behavior like this.

It's been said that Daniel Mendez has a habit of using violent force and illegal activity to get his way. Public records show the Director of Health made a condition against Daniel Mendez for his illegal stealing of PGE Electricity to illegally grow cannabis on site. For the alleged building fire he started a few years back and for carrying a loaded gun. How can the City of San Francisco propitiate Daniel Mendez, a catatonic person of this nature to operate a business in our community? Not only does his behavior intimidate and frighten me from leaving my home simply to obtain groceries for fear of running into him, but it disgusts me that I am now living in fear due to the incidents described above.

Daniel Mendez's team at Waterfall Wellness is comprised of the same people who ran Norcal years back. These people haven't changed. There is nothing good about these people. At the hearing Mendez and Tiara and her brother were yelling out profanities and lies to myself and other compassion patients, screaming at the top of their lungs to embarrass BACH and patients like myself. Not only does this violate a confidentiality ideal of being a patient in need of cannabis, but it is also emotionally draining and mentally upsetting. These kinds of actions need to stop. They are deceiving the City Council of San Francisco by claiming they are selflessly helping the community through their compassion program when they have been coersing their compassion patients for weeks, having them sign documents against BACH in order to receive their compassion. We do not need to feel estranged and scared in our own neighborhood. Let alone, be turned away from our promised compassion medicine if we don't adhere to signing their petition against BACH.

I hope BACH is allowed the permit to open there dispensary. This would be the closest and safest dispensary for me to receive medicine from. I support the efforts of BACH. They have been delivering free compassion medication to my house for a few months. They are reliable and compassionate people themselves. They are helping many people such as myself. I am permanently disabled. I rely on BACH for my compassion deliveries. It is the only way I receive medicine for free. Being disabled, it is hard to travel large distances to

obtain my medicine. BACH's services are unparalleled.

The space where they have held open house is very clean and most importantly, ADA accessible. There is good parking and it is in a safe and newly constructed area of the Ingleside District. This is where they wish to open the new dispensary. I have visited the site believe this would be an ideal location for the reasons stated above. Not only do they provide free compassion medication, but also helpful information regarding programs and services I need.

They are looking to expand there compassion program by opening the dispensary on Ocean Avenue. To do so, they must receive a permit from the San Francisco Health Department. I truly hope you grant them the permit to move forward with their operations. They provide much better services than any other dispensary in this district. They are professional people who help the needy and disabled like me. They provide extra services like food and health groups at there open houses. I believe they will continue to do such and even more after they are able to open this new dispensary.

If this business is allowed to open it will reduce crime, it will allow disabled people the ADA access to a safe facility to obtain medicine. BACH will provide a safe and legal place for patrons to get relief from serious illness and debilitation. They offer a variety of services and they should be allowed to expand to help more of those in need. Please allow them to open. Not only will it have a positive impact on my life but also for those who need a safe place to go to receive proper medicine in a good location.

Dear Hearing Director,

The Bay Area Compassionate Health Center in the process of opening a new Cannabis Dispensary in the Ingleside District. I am a home owner in the Ingleside District. Please allow BACH to open up business. I am restricted to limited income and rely on BACH for my compassion medicine. I am very sick. I suffer from AIDS. I cannot leave my house and if I do leave my house I must have a driver for I am unable to physically drive. BACH'S location is my only option for disabled people like myself who need medicine. Especially after what happened at the hearing Thursday, May 1, 2014.

As a resident of the Ingleside district I am appalled by what I witnessed at the BACH permit hearing last Thursday, May 1, 2014. When Greg Schopp and Christina Jajeh spoke to request their permit to be granted in order to open BACH and expand their generous compassion program, they were openly being harrassed and taunted by Daniel Mendez. This occurred inside and outside of chambers. Why was nothing done to reprimand or stop Daniel Mendez's verbal assault and attacks during the hearing? Daniel Mendez is a blatant bully. It is one thing to spark up a disagreement with a neighboring business but this was a malicious to verbal and afterwards physical attack. This is not the first time Daniel Mendez has acted out in this way. People are terrified of what Mendez will do next. Is he going to burn down the building again?

Daniel Mendez is malicious and has a habit of using violent force and crime to get his way. Public records show the Director of Health made a condition against Daniel Mendez for his illegal stealing of PGE Electricity to illegally grow cannabis on site. For the alleged building fire he started a few years back and for carrying a loaded gun. How can the City of San Francisco allow this behavior from Daniel Mendez? Daniel Mendez's team at Waterfall Wellness is comprised of the same people who ran Norcal years back. These people haven't changed. There is nothing good about these people. At the hearing Mendez and Tiara and her brother were yelling out profanities and lies to myself and other compassion patients, screaming at the top of their lungs to embarrass BACH and patients like myself. Not only does this violate a confidentiality ideal of being a patient in need of cannabis, but it is also emotionally draining and mentally upsetting. These kinds of actions need to stop. They are deceiving the City Council of San Francisco by claiming they are selflessly helping the community through their compassion program when they have been coersing their compassion patients for weeks, having them sign documents against BACH in order to receive their compassion. We do not need to feel estranged and scared in our own neighborhood. Let alone, be turned away from our promised compassion medicine if we don't adhere to signing their petition against BACH.

I hope BACH is allowed the permit to open there dispensary. This would be the closest and safest dispensary for me to receive medicine from. I support the efforts of BACH. They have been delivering free compassion medication to my house for a few months. They are reliable and compassionate people themselves. They are helping many people such as myself. I am permanently disabled. I rely on BACH for my compassion deliveries. It is the only way I receive medicine for free. Being disabled, it is hard to travel large distances to obtain my medicine. BACH's services are unparalleled.

The space where they have held open house is very clean and most importantly, ADA accessible. There is good parking and it is in a safe and newly constructed area of the Ingleside District. This is where they wish to open the new dispensary. I have visited the site believe this would be an ideal location for the reasons stated above. Not only do they provide free compassion medication, but also helpful information regarding programs and services I need.

If this business is allowed to open it will reduce crime, it will allow disabled people the ADA access to a safe facility to obtain medicine. BACH will provide a safe and legal place for patrons to get relief from serious illness and debilitation. They offer a variety of services and they should be allowed to expand to help more of those in need. Please allow them to open. Not only will it have a positive impact on my life but also for those who need a safe place to go to receive proper medicine in a good location. Greg and Christina have been working so hard to help others. Please help them so they can help even more people in need.

Dear Hearing Director,

The Bay Area Compassionate Health Center in the process of opening a new Cannabis Dispensary in the Ingleside District. I am a home owner in the Sunset District. Though I have been a supporter of the opening of a dispensary in the Sunset District, people have stopped these efforts. When advances were made to try and open dispensaries in the Sunset District, more and more people complained and this area became a no green zone.

I am disabled. I am very sick. I cannot leave my house and if I do leave my house I must have a driver for I am unable to physically drive. Therefore, the Sunset district would be the ideal location to open a dispensary. But this cannot happen unless San Francisco opens the green zone in the Sunset District. There is no other choice for business owners to open dispensaries close to the Sunset District other than Ingleside. Ingleside is the only close option for disabled people like myself who need medicine. Frankly speaking, these rules seem somewhat backwards. Dispensaries cannot open in the Sunset District, but there is a limitation on how many can open in the Ingleside District. I can see the issue of there being a "cluster" but dispensaries have no other option than the Ingleside District if the Sunset District is completely shut out of the location possibilities.

I hope BACH is allowed the permit to open there dispensary. This would be the closest and safest dispensary for me to receive medicine from. I support the efforts of BACH. They have been delivering free compassion medication to my house for a few months. They are reliable and compassionate people themselves. They are helping many people such as myself. I am permanently disabled. I rely on BACH for my compassion deliveries. It is the only way I receive medicine for free. Being disabled, it is hard to travel large distances to obtain my medicine. BACH's services are unparalleled.

The space where they have held open house is very clean and most importantly, ADA accessible. There is good parking and it is in a safe and newly constructed area of the Ingleside District. This is where they wish to open the new dispensary. I have visited the site believe this would be an ideal location for the reasons stated above. Not only do they provide free compassion medication, but also helpful information regarding programs and services I need.

They are looking to expand there compassion program by opening the dispensary on Ocean Avenue. To do so, they must receive a permit from the San Francisco Health Department. I truly hope you grant them the permit to move forward with their operations. They provide much better services than any other dispensary in this district. They are professional people who help the needy and disabled like me. They provide extra services like food and health groups at there open houses. I believe they will continue to do such and even more after they are able to open this new dispensary.

If this business is allowed to open it will reduce crime, it will allow disabled people the ADA access to a safe facility to obtain medicine. BACH will provide a safe and legal place for patrons to get relief from serious illness and debilitation. They offer a variety of services and they should be allowed to expand to help more of those in need. Please allow them to open. Not only will it have a positive impact on my life but also for those who need a safe place to go to receive proper medicine in a good location.

Dear Hearing director,

I am a homeowner in the Ingleside Terrace, I am a medical cannabis patient, and I would like to remain anonymous. The reason I am writing you is show my opposition for the permit transfer at 1545 Ocean Ave.

I am not sure if you are aware of the history of the persons who are applying for this transfer.

Before Waterfall wellness there as a dispensary called Nor-Cal, it had a fire due to an illegal grow, stolen pgne, and there was a load firearm on site at the time of the fire.

Allowing these same people to obtain another permit to operate seems negligent on your department's part. It is a public safety issue because next time they might just burn the whole block down.

They had their last permit suspended due to the fire. They were deemed unfit to operate after the Nor-Cal fire, so what has changed? Why are they given another chance to operate another dispensary when they have proven to the city, the neighbors and the community that they cannot be trusted?

Please do not grant the transfer of ownership, these people have a track record of non-compliance and the serious pubic safety issues in the past should be enough evidence that they do not deserve the privilege for operating a dispensary.

Thank you for taking the time to read this.

Dear Hearing Director,

I am a neighbor of the Ingleside District of San Francisco. I am a very sick patient with Cancer. I never feel good. BACH has helped me so much. I witnessed the BACH permit hearing last Thursday, May 1, 2014. When Greg Schopp and Christina Jajeh spoke on behalf of BACH they were constantly being harassed and taunted by Daniel Mendez. This occurred both inside and outside of the courtroom. Mendez was not told to stop or refrain from harassing and intimidating remarks. Why was nothing done to reprimand or stop Daniel Mendez's attacks during the hearing? Why is he allowed to operate a business in this capacity? Why is he allowed to slander the BACH's good name?

It seems as though Daniel Mendez is getting preferential treatment if he's allowed to act like this in a courtroom setting. There is nepotism happening in this case. It is due to this kind of threatening behavior that patients like myself are writing in confidence. Many of us are literally scared for our lives. Before and after the court hearing Daniel Mendez told myself and other compassion patients that he knows where we live and that we're going to get ours. And he's a business owner? How is this even happening and why is no one from the city regulating his behavior? On this very day of harassment I saw him carrying a firearm in his waistband. This is what scares me the most. Any point in time if he gets angry enough, he has a weapon to use.

Documents such as City Public records have shown that the Director of Health has acknowledged Daniel Mendez as a liability, claiming Daniel Mendez has been caught previously for holding a firearm. And that his business operations have been illegally stealing Electricity to illegally grow cannabis.

Mendez's continual acts of intimidation frighten me. This is why I am unable to speak out personally. I'm scared of the retaliation to follow - Mendez's words exactly. It angers me that I am living in fear in my own community. Is this what you want for the District of Ingleside? More illegal activity, crime, murder, fires - all at the hands of one man? It is negligent for the City of San Francisco to turn a blind eye and not take responsibility for disciplining Daniel Mendez's actions.

Let it be known that Daniel Mendez is the same owner of Norcal and is now the own of Waterfall Wellness - a dispensary that once carried a good name and now is committing unforgivable crimes and coercions. Mendez continues to deceive the City Council of San Francisco by claiming he and Waterfall Wellness are helping the community through their compassion program when they have been coercing their compassion patients. Purposely luring patients into the dispensary and forcing them to sign documents against BACH in order to receive their compassion and walk out uninjured! I'm angry. I'm hurt by what has transpired these past few months. It disturbs

me that I have to worry about more obstacles due to Mendez when I already face so many.

In April 2012 there was a catastrophic change in Waterfall Wellness' collective. Without consent from any of our appointed Waterfall Wellness Board Members, Mr. Daniel Mendez arbitrarily appointed himself sole President as well as Treasurer of the Corporation/Collective Waterfall Wellness. Per public records, this was followed by a hostile takeover conducted by Mr. Mendez in January of 2014.

Greg and Christina have harmoniously managed Waterfall Wellness on a day-to-day basis without Mendez for years. Greg and Christina created the largest Compassionate Care Program in San Francisco. They help 300 patients per week in obtaining free medicine, clinical services and programs. All geared and facilitated to help those who are chronically ill without cost to patients like myself.

This compassion service consisted of a professionally run delivery service, which is free of cost to us as patients. We are too sick to leave their homes. Many of my compassion patient friends have Cancer and some have AIDS along with Multiple Sclerosis as well as many other threatening diseases. This compassion groups has visibly done a greater good to help the community unlike Daniel Mendez. BACH wants to help even more patients who are in desperate for these kinds of specialized services. In moving forward with BACH'S commitment to the compassion program, it is their greatest motivation to be granted the opportunity to be of service to the community and to help others in these rough and medically strenuous situations.

Aside from working directly with patients, Greg and Christina have been working closely with City Officials at City Hall and have held seats on numerous planning commissions and task force groups regarding the regulation and organization of the Medicinal Cannabis Industry of San Francisco. BACH strives to obtain a high standard of conduct not only with our patients and community, but our Officials and Lawmakers as well.

BACH's fundamental foundation is based on providing excellent and caring compassion services and programs to those in need. In order for us to succeed in bettering the community and helping terminally ill patients, it is vital that as BACH sever all ties from all Waterfall Wellness disassociate and start fresh as a new entity. If the permit is granted BACH will be allowed to continue to serve those in need as well as others. This opportunity will allow us to grow, revolutionize the industry with our unparalleled services and advance the community at large

I strongly want to acknowledge that despite all of Daniel Mendez's vial behavior, BACH maintained calm, cool and composed behavior throughout all humiliation. These people are the ones who should be allowed to open a safe, professional, focused health environment for patients. Also know that throughout the entire proceedings there were

NO neighbors in opposition of BACH's obtaining permits and opening business. It was only Daniel Mendez and his camp of punks that had anything negative to say. This proves BACH's high level of support within the Ingleside neighborhood and Cannabis Community.

Clausnitzer, Ryan (DPH)

From: gregschoepp@aol.com
Sent: Monday, May 12, 2014 3:58 PM
To: Kessler, Larry (DPH); Clausnitzer, Ryan (DPH)
Subject: Fwd: Against AG guidelines

-----Original Message-----

From: gregschoepp <gregschoepp@aol.com>
To: gregschoepp <gregschoepp@aol.com>
Sent: Mon, May 12, 2014 3:55 pm
Subject: Against AG guidelines

Daniel Mendez took control of the Waterfall Wellness collective without the proper authority. The AG guidelines state that members must have the authority to influence operations, but Waterfall does not even have a board of directors nor any way for members to give input on operational decisions.

3.) What Defines a Nonprofit Cooperative or Collective

As set forth in the AG's Guidelines, there are certain distinct features and requirements that any organization purporting to operate as a qualified association of patients and caregivers should be prepared to demonstrate:

- Group ownership and control – the members must have the authority to influence operations directly or through elected representatives
- Openness – Members must be aware of their authority and have open access to all operational rules, policies, records, and data
- No participation by non members (closed loop)
- No participation by anyone who is not a patient or caregiver
- Operating for the mutual benefit of its collective members
- Excess revenues are either reinvested, donated to a qualified charity, or equitably redistributed to its members

Brian Clausnitch and Norman Yee
City Hall Office of San Francisco Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

Dear Supervisors Clausnitch and Yee,

I hope this letter makes it to you for I am a very concerned home owner in the Merced Manor District. I am disabled and solely rely on my neighborhood Cannabis dispensaries for medication. Please bring back the old Waterfall Wellness. The new Waterfall Wellness management/owners are hasty, inconsiderate, money hungry animals. They do not care about the disabled. They do not care about the safety of there patrons. The old Waterfall Wellness management/owners did care about their patrons. They had a steady compassion program, ADA compliant access and professional management.

As a resident who used to go to NorCal, I can honestly say that the new management of Waterfall Wellness is the same as what NorCal was. The management/owners need to be researched and regulated. In public records, it is noted that the operators of NorCal were negligent. The new owners of Waterfall Wellness are following the negligence that occurred at NorCal. This new business has been treating this dispensary as a restaurant. Applying rules to some but not to all. It is fundamental that all dispensaries operate accordingly so as to not give the Cannabis community and users a bad name. The new Waterfall Wellness is adding to the bad reputation that cannabis dispensaries and users are trying to fight against.

The safety of myself, other disabled patrons and this neighborhood are being jeopardized by their negligence. Their security is non existent. I have been a victim of verbal abuse while leaving this business. The security is either not paying attention, left their station or simply not enforcing protection for its patrons who are entering and exiting the business. Staff are now medicating inside the building and around the corner during business hours. This is an issue that has recently arised since management/ownership has changed.

I would love for this kind of behavior to end and for the old management/owners of Waterfall to return. Or please allow another dispensary with good owners and management with responsible backgrounds and reputations to open in this neighborhood. As a disabled person it is difficult to do day to day activities, let alone travel a large distance to get good medicine while not being harrassed.

I am writing this letter out of concern for my neighborhood. I am an Ingleside resident and home owner for over ten years. I am disabled and rely on neighboring Cannabis Clubs to dispense my medicine. The Cannabis Club that was once known as "NorCal" burnt down several years ago. In its place, a new dispensary has opened up under the public entity of "Waterfall Wellness".

For the past two years I had been receiving adequate care from Waterfall Wellness. Their compassion program delivered free medicine to my home, had adequate ADA compliant access, great service and helpful programs. This business has recently changed ownership. Waterfall Wellness is now being run by the same people who once owned NorCal. This worries me. The new management is comprised of the same unsavory characters who once ran NorCal.

This dispensary claims to provide the same services as before, but the new management have changed many things as well as the overall atmosphere of this community. The new Waterfall Wellness has changed my compassion medication, provided hostile and shady service, cut programs and no longer provide ADA compliant access into the building. The door and doorway entrance have been blocked on several occasions, making me unable to enter the building. I have seen this happen to other customers who are disabled and are simply trying to obtain medicine.

When Waterfall Wellness was run under it's original management, these kinds of issues never occurred. However, when this dispensary was once known as NorCal, I had experienced many similar issues that I experience now at the new Waterfall Wellness. It is public knowledge that this dispensary has changed ownership. New ownership is operating without a permit, per the Health Department. Management has changed a little over two months ago and already I have faced many problems with this dispensary. It is bothersome to me, a neighboring homeowner that this new management is not being regulated and is operating without proper permits. I have heard there is illegal activity going on in the building's upper floor and inside the business area. This unsafe behavior

has got to stop or old management needs to come back in place of the new management.

The new Waterfall Wellness is not providing adequate services, are violitle people and essentially jeopardize the integrity of the MCD Program along with the Health Department. Their behavior and interaction with this City, it's neighbors and community should be regulated and accounted for. I believe that by turning a blind eye to the NorCal fire incident, yet allowing these same people to come back and do it again is a hazard and issue for the community at large. How do we know they won't cause another fire? And risk the lives of innocent neighbors and people who inhabit this area? Background checks should be done and proper permits applied in order to ensure the safety of the neighborhood and people who rely on these kinds of businesses for their medication.

TO: DPA
The hearing Director

I Am greatly concerned About the unethical practice of changing ownership, AND NOT informing Me. AND NOT changing their name leaving thinking they was WATERFALL Wellness. Then Becoming Angry with me cause I Am supporting anybody Besides them. If they was A store that sold chemical meds. They would Be A PHARMACY. I Feel like I'm NOT Being served AT A Place that served Meds. Be it MAGNESTASOL OR ASPIRIN. I'm reminded of A old time shop should when I enter. Anyway they JUST say oh you can come in if I have the needed credits. And then I have to go thru A locked door.

Signed!
PATIENTE 225

6
Dear DPH Hearing Director

I'm deeply concern in regarding about transferring the Waterfall Wellness ownerships. We need to understand our Public Safety also for playing around with Patient Compassion, ^{and} disrespected and manipulation ~~all~~ together.

In plain view, Daniel Mendez shouldn't be allowed TO Patient Private Issues. he has bad behavior to all patient and ~~may~~ had a very disrespected to patient choices but desire Safety in their Choices.

We should be more up front with Daniel Mendez. I just disagree to his issues. Prior which he has bad issues himself.

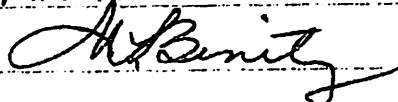
5-6-14

DEAR DPH HEARING DIRECTOR:

I AM WRITING THIS LETTER IN OPPOSITION TO THE TRANSFER OF OWNERSHIP OF WATERFALL BACK TO DANIEL MENDEZ OF NORCAL.

I AM GREATLY CONCERNED REGARDING THIS TRANSFER BECAUSE OF DANIEL MENDEZ UNETHICAL PRACTICES, FRAUD, BULLYING, INTIMIDATING, UNCONCERNED ABOUT PATIENTS RIGHT TO SAFE ACCESS.

I AM FOR "BACH COLLECTIVE TO GET THEIR PERMIT SO PATIENTS CAN HAVE A SAFE COMPASSIONATE PLACE TO MEDICATE AND BE RESPECTED.

SINCERELY YOURS,
MARYLOU LOVE BENITEZ


May 7, 2014

Dear DPH Hearing Director;

I am a carnival patient who was served by Waterfall Wellness Dispensary on 1545 Ocean until they were victims of a hostile takeover by NORCAL who lied to patients about the change of ownership. Patients were ~~lied to~~ not told about the transfer of ownership to Daniel Mendley. I am surprised + dismayed that S.F. Planning + government allowed this to happen with no enforcement or oversight. It is a betrayal of public trust + a safety concern for neighbors + patients seeking safe access, because of loaded weapons, a fire, stolen PGH + unprofessional behavior.

We patients were spoken about disrespectfully at the May 1, 2014 hearing which demonstrated NORCAL's hostility for all to witness.

Sincerely,
Denise Dorey
216 Eddy #107
SF CA 94102
Page 76

Dear DPH Hearing Director

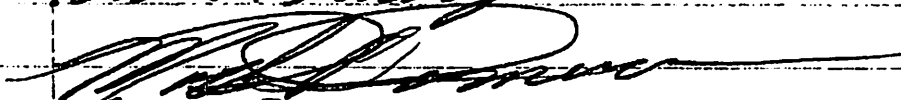
I have grave concerns regarding the transference of ownership of Water Fall Wellbry to Daniel Mendez and back to NORCAL.

Let me please start by mentioning the difficulty I have with their Ethics, such as their having an illegal grow operation, the stealing of electricity, the causing of a fire and even a loaded gun on the premises. NORCAL's action have continually the public and their percent.

I also find the lack of transparency regarding the transfer of ownership without patient notification.

Thank you for your time consideration

Yours Truly


Mark Dameron

DCW DPH Hearing Director 5-6-14

I am a cannabis patient
and need my medication. I support
my medical cannabis suppliers. We are greatly
~~disturbed~~ concerned about the transfer of
Westerfall ~~to~~ to Daniel Mendez of
Norcal. I have problems with the
troubling details of his ownership of
a gun ~~while~~ when he was collecting
stolen electricity. There was a lot of
~~disturbance~~ ~~at~~ ~~the~~ ~~city~~ ~~hall~~ ~~chambers~~
that is very unbecoming of ~~the~~
Mr. Mendez.

Russ H. Smith

5/6/14

Dear hearing director,

I am a patient and I am greatly concerned with the transfer of ownership of Waterfall Wellness to Daniel Mendez. Daniel Mendez was the operator of Norcal Dispensary that had a fire which burned down half the building due to stolen PG&E. At the fire a loaded firearm was found.

I feel the health dept. is turning a blind eye to what is going on at Waterfall Wellness/Norcal and Daniel Mendez involvement. I feel by allowing this transfer of ownership the integrity of the program is being jeopardized.

Why was Daniel Mendez never charged for the stolen PG&E? What about the gun? Someone with this kind of track record should not be allowed to operate a dispensary. And any of their family members, Tiara Michelle are tools and are a front for Daniel Mendez.

I ask you not to allow transfer of ownership these people do not deserve the privilege of running a dispensary. Thank You

— Nicholas Luis Flizondo

Exhibit 8

Dear Hearing Director,

As a neighbor of the Ingleside district I am appalled by what I witnessed at the BACH permit hearing last Thursday, May 1, 2014. When Greg Schopp and Christina Jajeh spoke upon the request of their permit being granted to open BACH and expand their generous compassion program, they were openly being harrassed and taunted by Daniel Mendez. This occurred inside and outside of chambers. Why was nothing done to reprimand or stop Daniel Mendez's verbal assault and attacks during the hearing? Daniel Mendez is a blatant bully. It is one thing to spark up a disagreement with a neighboring business, but it is quite another to verbally attack patients seeking compassion medication.

Patients like myself are writing in confidence for we are scared for our safety and lives. Before and after the court hearing Daniel Mendez flashed a gun on his waist and told myself and countless others that he knows who we are, where we live and that we will "get ours". If it weren't for actually seeing his gun within 10 feet of me I would personally file a Restraining Order against him. But this minute defense will not protect me. It will only allow more retaliation to follow against me, orchestrated by Daniel Mendez. Not only did he flash his gun to myself and other patients, but he brandished his weapon to past WATERFALL WELLNESS employees who are also afraid of the retaliation to follow.

As per usual, Daniel Mendez has a propensity towards using violent force and illegal activity to get his way. Public records declare the Director of Health made a condition against Daniel Mendez for his illegal stealing of PGE Electricity to illegally grow cannabis on site. For the alleged building fire he started a few years back and for carrying a loaded gun. How can the City of San Francisco even consider Daniel Mendez, a catatonic person of this nature to operate a business in our community? Not only does his behavior intimidate and frighten me from leaving my home simply to obtain groceries for fear of running into him, but it disgusts me that I am now living in fear due to the incidents described above. I have been living a block away from NORCAL and now WATERFALL WELLNESS for over 10 years. It is pertinent for me to relocate in order to feel secure in my own community?

Daniel Mendez's adversary is no different. Tiara and her brother were yelling out profanities and lies to myself and other compassion patients, screaming at the top of their lungs to embarrass BACH and patients like myself. Not only does this violate a confidentiality ideal of being a patient in need of cannabis, but it is also emotionally draining and mentally upsetting. These NORCAL/WATERFALL WELLNESS operators are the same now as they were when this facility was once known as NORCAL several years back. They are deceiving the City Council of San Francisco by claiming they are selflessly helping the community through their compassion program when they have been coersing their compassion patients for weeks, having them sign documents against BACH in order to receive their compassion. Patients like myself are sick and tired from just dealing with Chemotherapy and Doctors appointments daily. We do not need to feel estranged and scared in our own neighborhood. Let alone, be turned away from our promised compassion medicine if we don't adhere to signing their petition against BACH.

Regardless if Tiara's name is on the permit for Daniel Mendez's new WATERFALL WELLNESS, it is common fact that this is Daniel Mendez's operation and his alone. Tiara is just a cover, a face for Mendez to pursue more illegal activity. I was an old NORCAL patient and was once a WATERFALL WELLNESS patient. Without a doubt, I can verify that these are the same owners from NORCAL that now occupy the new WATERFALL WELLNESS. It is horrendous and fraudulent that Daniel Mendez arbitrarily took over WATERFALL WELLNESS, which was once a good business and is now operating under the name of a once dignified dispensary - which Greg and Christina created.

It is important to acknowledge that despite Daniel Mendez's horrendous behavior, BACH stayed professional, focused and positive throughout all his humiliating adversity. This is proof in itself that Daniel Mendez conducts himself and his business as a low down dirty animal. This is the exact opposite of how BACH behaves. Unions are standing behind BACH, Greg and Christina. Moreover, throughout the entire proceedings there were NO neighbors in opposition of BACH's obtaining permits and opening up their business. This proves that BACH has a high level of support and is within good standing in the Ingleside neighborhood.

As a Cancer patient, my life is stressful enough just maneuvering through day to day struggles. The added stress and anxiety brought on by Daniel Mendez and his riff raff accomplices at WATERFALL WELLNESS is the last thing I need imposing on my already difficult life. I have spoken to Lucia who works at the neighboring business "The Avenue". She has witnessed and experienced similar problems as myself. Many people including Lucia and I have seen WATERFALL WELLNESS staff smoking cannabis on the street, in front of the business, patrons double parking without WATERFALL WELLNESS security being held accountable for their patrons actions. We have seen illegal reselling of patients who purchased medicine inside of WATERFALL WELLNESS to resell in the front walkway of the WATERFALL WELLNESS building. This is not only illegal but it blocks the ADA accessibility and provides an unsafe place for patrons to pick up medicine.

I live within an eye shot view of NORCAL/WATERFALL WELLNESS from my second story bedroom window. I have seen these kinds of activities occur during business hours and after hours. After hours are even worse because loud parties are being held and glass liquor bottles are being thrown from the NORCAL/WATERFALL WELLNESS building. This is disgraceful and needs to end. Not only for patients like myself, but for the sanctity of this community. Besides the loud after hours partying, I have heard gun shots being fired from the building, as well as screaming and crys for help. God knows what is going on inside this business all hours of the day.

Please bring this anguishing and uncouth behavior to an end before somebody is killed.

Exhibit 9

Shady On Ocean

It's not easy to get a license to sell weed in this town. It takes a lot of time, even more money, and a big dab of luck. The wrong neighbors or the wrong city bureaucrat on the wrong day can sink even the best-laid pot-club plans.

But once you have the marijuana dispensary permit in hand? You're gold. Untouchable, apparently. You can even nearly burn down your dispensary with a fire from an illegal indoor grow — caused by stolen power from a jumped PG&B box — plus have cops seize a firearm (also illegal), and be in the clear.

This is the lesson of Ocean Avenue.

The mostly quiet, often-foggy collection of low-slung restaurants, produce markets, nail salons, and more than a couple vacant storefronts — bookended by City College and SF State — sees business mostly from students and neighborhood locals. But there are two draws that bring outsiders. Both are cannabis clubs, the closest places to buy weed

for anyone living in the southwestern corner of the city.

The club at 1545 Ocean has a history. For a little more than three years, the building — owned by the Jews, as in disgraced former supervisor and current jailbird Ed Jew — has housed Waterfall Wellness Center. That club has a decent reputation. Better than it did under its old name, NorCal Herbal Relief Center.

The Yelps from the NorCal days talk about a "thuggish" place with spotty weed behind thick bars. It got worse on Dec. 26, 2010, when an overtaxed power system for an indoor grow set up in an upstairs office set a couch on fire. The blaze caused about \$750,000 of damage, according to the Fire Department report — and sparked an SFPD investigation. (Nothing seems to have come of it; a police spokesman last week couldn't say why.)

It also changed the guard at the club. The man in charge before the fire, Daniel Mendez, took his name off the permit. In his place stepped Greg Schoepp, who in 2010 tried and failed to open up a dispensary on Taraval Street in the Sunset.

The burned building got a major physical facelift — away went the

bars — and NorCal was rebranded Waterfall Wellness.

This is where it gets messy. According to some people in the room, the Department of Public Health — which regulates pot clubs and hasn't seen fit to revoke a permit over the last five years, and possibly not ever — told the dispensary in January 2011 that Mendez had to go or the permit would be revoked. Verifying that is hard. The DPH officials in that meeting have all moved on, and the only record is a tape, which hasn't yet been located.

Nonetheless, away Mendez went... for a while. Corporate records on file with the California Secretary of State show that Mendez was named "director" and "CFO" of Waterfall Wellness in April 2012, a little over a year into the pot store's new era without him.

And when Waterfall signed a new lease with the Jews late last year, agreeing to rent the storefront for an eye-popping \$12,600 a month for five years, it was Mendez who signed the paperwork.

Mendez sure seems back. Meanwhile, Schoepp is out. Exactly what happened depends on whom you ask. Schoepp says that Mendez, who was kept on as a "consultant" and grower, wanted back in after Waterfall proved successful. Schoepp got pushed out after Mendez and his people muscled back in.

Mendez's people say that Schoepp engaged in shady business dealings including withholding sick days, and that on his last day, this past January, he pulled \$31,000 from the dispensary's safe. That allegation is in a suit filed earlier this year in San Francisco Superior Court.

There was a schism in the works before the suit. In April 2013, a year after Mendez's official return, Schoepp filed paperwork to go his own way and open up his own dispensary at 1423 Ocean. It took 13 months for the application to be heard by the Planning Commission.

On May 1, the commission delayed approving the new club, because this Wednesday, May 14, health officials are deciding on a change of ownership application for Waterfall. Mendez's name isn't on the permit. It's Tiara Mitchell — Mendez's daughter-in-law.

One last wrinkle: If Waterfall's permit under Mitchell and Mendez is approved, Schoepp's permit for 1423 Ocean will almost certainly fail under new rules forbidding "clustering" of pot clubs on Ocean. The folks who lined up to oppose Schoepp's permit — including Mitchell and Mendez — were almost exclusively associated with Waterfall.

The above is complicated and byzantine. That's the weed business for you. But what's clear is that for some reason, a guy who broke the law, stole power, and nearly burned down his business is back.

CRoberts@SFWeekly.com



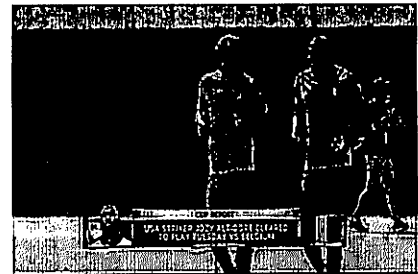
63°F San Francisco News Sports Business A&E Food Search Living Travel Columns Cars Jobs Real Estate Find&Save Sign In Register
Antioch
Concord

Fairfield
Hayward
Livermore
Mill Valley
Mountain View
Napa
Oakland
Palo Alto
Richmond
San Carlos
San Francisco
San Jose
Santa Rosa

SAN FRANCISCO / Supervisor, parents own building raided by feds / Pot club there was investigated in '05 -- reopened later

Demlan Bulwa, Wyatt Buchanan, Chronicle Staff Writers
Published 4:00 am, Friday, May 25, 2007

Soares Tough to start Altdore vs Belgium



2 of 2 ◀ PREV NEXT ▶



Chronicle / Frederic Larson

POT099_fl.jpg Federal agents raided 1545 Ocean Ave. SF today which was one of three San Francisco medical marijuana dispensaries as part of a broader investigation into money laundering and Asian organized crime, authorities said. The operation targeted two cannabis clubs on Ocean Avenue and another on Judah Street, and came just two weeks after the U.S. Supreme Court ruled that the federal government had the authority to prosecute people whose actions are legal under state law. Law enforcement sources said the clubs were not targeted for drug operations but say they were allegedly being used as fronts for money-laundering operations. Federal agents, in some cases joined by San Francisco police, raided 20 homes and businesses in the city today as part of the operation, sources told The Chronicle. 6/23/05 San Francisco CA Frederic Larson The San Francisco Chronicle 4GATE 42515 Photo: Frederic Larson

San Francisco Chronicle

On SFChronicle.com



'Tammy' review: McCarthy needs to change her shtick

Patreon offers cash lifeline to online creative types

Concern over bill limiting HS practices

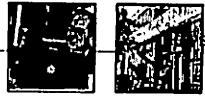
Special report: A decade of homelessness

Subscriber? It's yours!

Activate for access to SFChronicle.com! Activate!

Photo Galleries Displaying 1-3 of 40 ◀ ▶









Sports Business A&E Food Living Travel Columns


Five and Diamond Anniversary Party
Day in Pictures, July 2014
World Cup: US vs. Belgium
Cars, Jobs, Real Estate, Franchise


Tweet

 Print

 Larger |  Smaller

 Email This

 Printable Version

 Font

San Francisco Supervisor Ed Jew, who is being investigated for taking money from businessmen seeking city permits and over questions about whether he meets residency requirements to hold his office, is part-owner with his parents of a building that houses an unlicensed marijuana club, records show.

The club, called NorCal Herbal Relief Center, at 1545 Ocean Ave., was raided by federal agents in June 2005 as part of "Operation Urban Harvest," in which at least 19 people were indicted.

A Drug Enforcement Administration agent wrote in a sworn affidavit that the medical marijuana dispensary and three others in San Francisco and Oakland were fronts for illegal drug trafficking.

The club, then called the Herbal Relief Center, shut. It later reopened, but city officials say it failed to obtain a permit as required. Last June, the city's zoning administrator sent its operators and Jew's parents the second of two notices saying the business was violating city codes and needed to shut or apply for proper permits.

City officials say there is no record that Jew's parents, or the operators of the club, ever complied.

Nonetheless, the business remains open. Located in a busy commercial district, the one-story green building has mirrored windows and a call box that patrons must use to gain entry. Inside, a man behind a glass window checks for medical cannabis patient cards.

On Thursday afternoon, the man at the window avoided a reporter's questions. He said the club's manager was out and he did not know when he would return. He would not provide the manager's name. A half dozen people came and went from the club in an hour.

Efforts to reach Jew, who is in China on a trip, and his parents, Howard and Anne Jew of San Francisco, were unsuccessful on Thursday. The supervisor's attorney did not return a telephone message.

According to city property records, two-thirds of the building is owned by a trust set up by the parents and the other third by Jew.

Matthew Kumin, an attorney representing the dispensary, said Thursday he had not known that Jew was part owner of the building. He, too, declined to identify the owner of the dispensary.

"I know my clients are working on trying to get their permits," said Kumin. "It's a big, complicated permit process. I think they're struggling to make sure they do it right."

In 1996, California voters passed Proposition 215 legalizing pot for people with a legitimate medical need, though sale of the drug remained illegal under federal law -- the basis for a series of raids on pot clubs in recent years.

Most Popular

1. 20 San Francisco staycation ideas
2. Robin Thicke's #AskThicke Twitter disaster
3. Gun opponent buys a ticket to the gun show
4. Live World Cup updates: USA vs. Belgium
5. Mid-year movie wrap-up 2014
6. Big wildfire in Napa County's Pope Valley
7. Robin Williams in rehab to maintain his sobriety

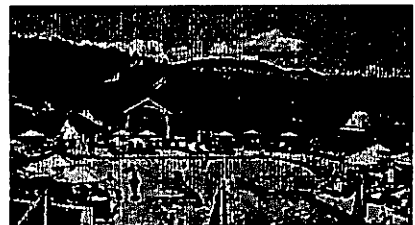
FROM OUR HOMEPAGE



Team USA falls in thriller
Belgium ousts Americans from World Cup after 2-1 win in OT.



Best flicks of 2014 (so far)
A look at the good, bad and what may become a classic. Does this popular flick rate? Take a look.



Splurge on S.F. staycation
Save on travel costs and enjoy a world-class holiday without leaving home. Here are 20 ideas.

Until supervisors acted in 2005, San Francisco officials were in legal limbo, watching as the number of clubs dispensing marijuana grew from nine to more than 40 in five years. Some residents complained the clubs attracted drug dealing and other criminal activity.

News Sports Business A&E Food Living Travel Columns Cars Jobs Real Estate Find&Save

A new ordinance requires all clubs to apply for permits as MCDs, or medical cannabis dispensaries, through the Department of Public Health. Applicants must show their business fits zoning requirements and submit to fire and health inspections. Operators must pass criminal background checks. And public hearings must be held.

Clubs that were operating at the time the local regulations passed in 2005 have until June 30 to obtain permits. Clubs such as NorCal Herbal Relief Center in the building part-owned by Jew were not supposed to open without a permit. Planning officials consider NorCal a new business because it was shut for an extended period following the raid.

Larry Kessler, a senior environmental health specialist at the health department, said the business at 1545 Ocean Ave. is among four of 31 known dispensaries in the city that have not even applied for a permit.

Among those that have applied, five have obtained provisional permits. The permitting process, Kessler said, takes four months or longer.

"If they don't have a final permit by the end of June," Kessler said of the Ocean Avenue club, which he has visited twice in an effort to get it into compliance, "then they're in violation of the planning code and subject to closure."

A proposal now in front of the Board of Supervisors, by Supervisor Michaela Alioto-Pier, would extend the deadline until the end of the year.

Told of the situation with Jew's property, fellow Supervisor Ross Mirkarimi said, "I don't know what to say. At this stage, nothing ceases to amaze me."

The FBI investigation of Jew focuses on a \$40,000 cash payment Jew said he received from businessmen in his district who were having problems with the city permitting process.

Jew said the owners of Quickly tapioca drink shops approached him for help and that the money was intended for a consultant he recommended to them, but a company representative said Jew approached the businessmen and offered his assistance in exchange for cash.

San Francisco City Attorney Dennis Herrera, meanwhile, now says he will give Jew until June 8 to prove that he actually lives in the westside district he represents.

Questions about whether the District 4 supervisor meets the city's residency requirements to hold his board seat surfaced last week after federal investigators raided his City Hall office, properties tied to him in the Sunset District and Burlingame, and his Chinatown flower shop.

Neighbors of a house on 28th Avenue that Jew claims as his primary residence have said the property has been vacant for years, and utility records show there has been little to no water use since he claimed to have moved into the home before running for office last year.

Printable Version Email This

Tweet

Print

(0) Comments

[News](#) [Sports](#) [Business](#) [A&E](#) [Food](#) [Living](#) [Travel](#) [Columns](#) [Cars](#) [Jobs](#) [Real Estate](#) [Find&Save](#)

Write your comment here

[Record video](#) [Upload video](#) [Upload image](#)

[Submit](#)

[Follow](#)

Show: 10 | 20 | 50

There are no comments yet.

Inside SFGate

Displaying 1-4 of 12 [«](#) [»](#)



Chi Spacca may make you want to move to L.A.



20 sports superstars who don't age



'Reckless': Soapy legal show takes no chances



Yosemite celebrates 150th anniversary

[Home](#) [News](#) [Sports](#) [Business](#) [Entertainment](#) [Food](#) [Living](#) [Travel](#) [Find&Save](#) [Local Shopping](#) [Find Bay Area Jobs](#) [Real Estate](#) [Cars](#) [Site Index](#)

Company Info: [Contact Us](#) [SFGate staff](#) [Hearst](#) [Privacy Policy](#) [Your California Privacy Rights](#) [Terms & Conditions](#) [Join our Team](#) [Chron in Education](#) [Events & Promotions](#)
[Submissions](#)

Advertising Services: [Advertise with us](#) [Place a Classified](#) [About Our Ads](#) [Public Notices](#) [Local Businesses: Business Directory](#)

Reader Services: [Subscribe Now](#) [Manage Your Subscription](#) [iPad](#) [E-Edition](#) [Mobile Site](#) [RSS](#) [Newsletters](#) [Feedback](#) [FAQ](#) [Corrections](#) [Get Us](#)

© 2014 Hearst Communications, Inc.

HEARST newspapers

LOOKING FOR THE LATEST STORIES? WE'RE NOW AT [CIRONLINE.O](#)

[ABOUT US](#) [SUPPORT US](#) [SEND A TIP](#)

[LOG II](#)

[FRONT PAGE](#) [NEWS](#) [MULTIMEDIA](#) [EVENTS](#)

[More Topics](#)

[Search](#)

[Sul](#)

MARIJUANA

Fire at Marijuana Dispensary Sparks Criminal Investigation

The Bay Citizen thanks our sponsors

After discovery of illegal growing operation, San Francisco has shuttered Nor-Cal Herbal Relief Center and imposed fines

[Adjust Text Size](#)

[READ IT LATER](#)

by *Zusba Elinson* — February 2, 2011, 1:14 p.m. 2

A small fire at a San Francisco pot dispensary has spawned a criminal investigation after police say they found a gun and an illegal marijuana growing operation there.

About the Author



Zusba Elinson
Transportation, Pulse of the Bay, Marijuana

[Get the daily news briefings](#)

[Sign Up](#)

Firefighters responded to a call on Dec. 26 at Nor-Cal Herbal Relief Center in the Ingleside neighborhood. Although the fire department has yet to complete its probe, an inspector from the city's building department said this week that the likely cause of the fire was funky electrical wiring used to fuel high-powered grow lights.

"They bypassed the meter, they were sucking so much power that that's what caused the fire," said Ron Allen, chief electrical inspector with the Department of Building Inspection. "It was an overloaded circuit."

Tags Used in this Story

Medical Marijuana	72
Ed Jew	2
Department of Building	1

As a result, the city suspended Nor-Cal's medical marijuana dispensary permit for 30 days, said Larry Kessler of the city's health department, which regulates dispensaries in the San Francisco. "The reason for that was that the dispensary was operating an illegal grow," Kessler said.

Nor-Cal now faces fines from the building department for jumping the electricity — a common issue with underground growing operations — as well as for cultivating "hundreds" of pot plants in a residential unit on the second floor, converting a crawl space into an office and not having the proper plumbing to mix the chemicals for the growing operation.

The Bay Citizen thanks our sponsors

Sgt. Michael Andraychak of the San Francisco Police Department said that while no charges have been filed, there is an open and ongoing criminal investigation.

Nor-Cal Herbal Relief Center has a trim green storefront on a quiet commercial stretch of Ocean Avenue. The SF Weekly reported last year that neighbors had no trouble with the dispensary. But over the years, under various owners, the establishment attracted the attention of law enforcement.

In 2005, federal agents raided the club as part of "Operation Urban Harvest." The U.S. Drug Enforcement Administration claimed at the time that the dispensary was a front for illegal drug trafficking.

Then in 2007, the Chronicle reported that the club under new ownership had failed to get a permit from the city. The paper also reported that the building was owned in part by scandal-plagued Supervisor Ed Jew, who is now in prison after being convicted for taking a bribe in an FBI sting. The building is still owned by a trust, of which Jew is a part owner, in the name of his parents, Howard and Ann Jew.

People familiar with Nor-Cal say that the dispensary was managed by Daniel Mendez. Mendez didn't return an e-mail seeking comment, and the dispensary's phone line no longer works. A visit to Nor-Cal Tuesday revealed that the dispensary was gated and apparently not open for business. A lawyer contacted who used to represent the dispensary said he no longer does.



And Ed Sweeney, deputy director at the Department of Building Inspection, said that customers were still trying to get in as he inspected the fire-damaged building.

The incident highlights the hazy regulations on growing medical marijuana in San Francisco. "It's one of those things we didn't really deal with years ago because it was very complicated," Sweeney said.

In the case of Nor-Cal, the dispensary didn't have permits to grow anything in the second-floor apartment. Dispensaries that grow marijuana often apply for nursery permits in off-site warehouses, said Kessler.

Meanwhile, in Oakland, the City Council is moving ahead with plans for massive pot farms within city limits.

Related Articles

MARIJUANA
After Federal Scrutiny, Oakland Revisits Pot Farm Plans
January 31, 2011 0

MARIJUANA
Berkeley Exports Its Cannabis Expertise
January 31, 2011 0

Discuss & Contribute



Sign Up or Log In to comment on this article.

Cancel Submit

Citizen Contributions and Discussion



Rick Steeb

3 years ago

Reply

Just another example of the ill fruit of Cannabis prohibition. The kind herb should be growing by the acre in the light of the SUN. CCI 2012. SRSLY. -Richard P Steeb, San Jose California



None

3 years ago

Reply

It's the fruit of greed and stupidity. It was greed that made them steal electricity. It was stupidity that made them not use a qualified electrician.

The Bay Citizen
Thanks our Sponsors

About Us

About Us

Events

Careers

Stay in Touch

Email

Twitter

Facebook

In Your Inbox

Get the daily news briefings

Sign Up

Send Us Feedback »

LOOKING FOR THE LATEST STORIES? WE'RE NOW AT CIRONLINE.O

RSS

By accessing this site, you accept our [Terms of Use](#).
Please read them.

LOOKING FOR THE LATEST STORIES? WE'RE NOW AT CIRONLINE.O

ABOUT US SUPPORT US SEND A TIP

LOG II

FRONT PAGE NEWS MULTIMEDIA EVENTS

More Topics

Search

Sul

MARIJUANA

The Bay Citizen thanks our sponsors

In One Weed-Averse SF Neighborhood, A Troubled Pot Club Gets New Management

Chased out of the Sunset, "potpreneur" takes over dispensary that faces criminal probe

Adjust Text Size

READ IT LATER

by Zusba Elinson — April 19, 2011, 5:35 p.m. 1

There are about 25 pot clubs in San Francisco — and very few them are located far from the gritty South of Market area. There are exactly none in the foggy Sunset, tony Pacific Heights, or historic North Beach.

About the Author

Get the daily news briefings

Sign Up



Zusba Elinson
Transportation, Pulse of the Bay, Marijuana

"They're either in SOMA because everyone supports them or because there's no one complaining — I tend to think it's the latter," said Derek St. Pierre, a lawyer for a "potpreneur" named Greg Schoepp.

Schoepp tried to open a storefront in the conservative Sunset District and was chased away by neighbors and city officials last summer, who said they were afraid that the pot shop would bring crime and give kids access to weed.

Tags Used in this Story

Medical Marijuana	72
Sunset	3
Nor-Cal	1
Greg Schoepp	1

The Bay Citizen thanks our sponsors

Now Schoepp is getting in on the action at one of two pot clubs that are located in Ingleside, far from the rest of the city's dispensaries. He's taking over as manager at the notorious Nor-Cal Herbal Relief Center. The dispensary is the subject of a criminal investigation and has been shuttered for three months following a suspicious fire.

Schoepp, who owns a hardware store and is wheelchair-bound, said in an interview this week that he plans to reopen the dispensary under the name Waterfall Wellness at the end of the month

Nor-Cal has been under scrutiny since a fire broke out on December 26, 2010. Crews arrived on the scene to find an illegal marijuana-growing operation on the second floor of the apartment, a messy wiring job designed to steal electricity from PG&E, and a handgun.

San Francisco police opened an investigation, and the city's department of building inspection leveled fines against the dispensary.

At the time, a building department official told the Bay Citizen that the faulty wiring — designed to steal electricity from PG&E — likely caused the blaze. However, an investigation by the fire department has since found that a heater that was too close to an upholstered sofa caused the blaze.

In a telephone interview, Schoepp, who answered questions curtly before hanging up, said that Waterfall Wellness would be cleaning up all the problems and assuming all of Nor-Cal's liabilities. "That was part of the deal," he said, adding that the previous operator Daniel Mendez is no longer running the club.

The site has a colorful history. The building is owned by the family of Ed Jew, a former San Francisco Supervisor who was busted by the feds for accepting cash bribes from the owners of a bubble tea establishment.

Even before Mendez took over, there was trouble. In 2005, federal agents raided the club as part of "Operation Urban Harvest." At the time, the DEA claimed the dispensary was a front for illegal drug trafficking.

Shady On Ocean

It's not easy to get a license to sell weed in this town. It takes a lot of time, even more money, and a big dab of luck. The wrong neighbors or the wrong city bureaucrat on the wrong day can sink even the best-laid pot-club plans.

But once you have the marijuana dispensary permit in hand? You're gold. Untouchable, apparently. You can even nearly burn down your dispensary with a fire from an illegal indoor grow — caused by stolen power from a jumped PG&E box — plus have cops seize a firearm (also illegal), and be in the clear.

This is the lesson of Ocean Avenue.

The mostly quiet, often-foggy collection of low-slung restaurants, produce markets, nail salons, and more than a couple vacant storefronts — bookended by City College and SF State — sees business mostly from students and neighborhood locals. But there are two draws that bring outsiders. Both are cannabis clubs, the closest places to buy weed

for anyone living in the southwestern corner of the city.

The club at 1545 Ocean has a history. For a little more than three years, the building — owned by the Jews, as in disgraced former supervisor and current jailbird Ed Jew — has housed Waterfall Wellness Center. That club has a decent reputation. Better than it did under its old name, NorCal Herbal Relief Center.

The Yelps from the NorCal days talk about a "thuggish" place with spotty weed behind thick bars. It got worse on Dec. 26, 2010, when an overtaxed power system for an indoor grow set up in an upstairs office set a couch on fire. The blaze caused about \$750,000 of damage, according to the Fire Department report — and sparked an SFPD investigation. (Nothing seems to have come of it; a police spokesman last week couldn't say why.)

It also changed the guard at the club. The man in charge before the fire, Daniel Mendez, took his name off the permit. In his place stepped Greg Schoepp, who in 2010 tried and failed to open up a dispensary on Taraval Street in the Sunset.

The burned building got a major physical facelift — away went the

bars — and NorCal was rebranded Waterfall Wellness.

This is where it gets messy. According to some people in the room, the Department of Public Health — which regulates pot clubs and hasn't seen fit to revoke a permit over the last five years, and possibly not ever — told the dispensary in January 2011 that Mendez had to go or the permit would be revoked. Verifying that is hard. The DPH officials in that meeting have all moved on; and the only record is a tape, which hasn't yet been located.

Nonetheless, away Mendez went... for a while. Corporate records on file with the California Secretary of State show that Mendez was named "director" and "CFO" of Waterfall Wellness in April 2012, a little over a year into the pot store's new era without him.

And when Waterfall signed a new lease with the Jews late last year, agreeing to rent the storefront for an eye-popping \$12,600 a month for five years, it was Mendez who signed the paperwork.

Mendez sure seems back. Meanwhile, Schoepp is out. Exactly what happened depends on whom you ask. Schoepp says that Mendez, who was kept on as a "consultant" and grower, wanted back in after Waterfall proved successful. Schoepp got pushed out after Mendez and his people muscled back in.

Mendez's people say that Schoepp engaged in shady business dealings including withholding sick days, and that on his last day, this past January, he pulled \$31,000 from the dispensary's safe. That allegation is in a suit filed earlier this year in San Francisco Superior Court.

There was a schism in the works before the suit. In April 2013, a year after Mendez's official return, Schoepp filed paperwork to go his own way and open up his own dispensary at 1423 Ocean. It took 13 months for the application to be heard by the Planning Commission.

On May 1, the commission delayed approving the new club, because this Wednesday, May 14, health officials are deciding on a change of ownership application for Waterfall. Mendez's name isn't on the permit. It's Tiara Mitchell — Mendez's daughter-in-law.

One last wrinkle: If Waterfall's permit under Mitchell and Mendez is approved, Schoepp's permit for 1423 Ocean will almost certainly fail under new rules forbidding "clustering" of pot clubs on Ocean. The folks who lined up to oppose Schoepp's permit — including Mitchell and Mendez — were almost exclusively associated with Waterfall.

The above is complicated and byzantine. That's the weed business for you. But what's clear is that for some reason, a guy who broke the law, stole power, and nearly burned down his business is back.

CRoberts@SFWeekly.com




[Log in / Create Account](#)
[Archives](#) | [RSS](#)

TUESDAY, SEPTEMBER 6, 2011

Under New Ownership, Ocean Avenue Club Flourishes

 By [David Downs](#) — Tue, Sep 6, 2011 at 3:24 PM

CANNABIS CULTURE

Tweet San Francisco's 29 medical cannabis dispensaries have received just **eleven complaints in five years**, making them a global model for safe, reliable access. But every crop yields some bad fruit, and at least one club — Nor Cal Herbal Relief — has had some serious **problems over the last year.**

[Share](#)

This summer, the city seems to have successfully dealt with the problem by re-assigning the dispensary to new owners who are taking the historic responsibility much more seriously. The new **Waterfall Wellness Health Center** is fantastically well-stocked and almost always empty — making it a downright delight in the otherwise dry southeast corner of the city. Few patients know the club is under new management and has cleaned up its act. It wasn't always so.

The storied building at 1545 Ocean Avenue, near San Francisco City College, is owned by the family of Ed Jew, a former San Francisco supervisor busted by federal authorities for taking bribes. In 2005, federal authorities raided the then-unlicensed club as part of "Operation Urban Harvest," **according to reports.**

In July 2007, the San Francisco Planning Department formally approved the location's use as a dispensary, staff said. The new club, which operated under the name Nor Cal Herbal Relief and was headed by one Daniel Mendez, took **some serious body blows on Yelp.com** for being "thuggish" and selling "dry," "weak" pot.

On December 26, 2010, the Center caught fire and firemen found a pot garden on the second floor, **reports state.** Officials shut it down for three months pending an investigation and fined the owners.

According to a San Francisco public health official, the city approved an ownership change for Nor Cal Herbal Relief May 24, when it became Waterfall Wellness.

The new boss: Greg Shoepf, a wheelchair-bound hardware store owner who in 2010 tried to operate a permitted dispensary in the Sunset District. He obeyed all city zoning laws, yet his permit was revoked after powerful opponents cited **mythical threats to local children.**

Today, there are no cannabis dispensaries in the Sunset District, and until May, Ocean Avenue had looked equally as bleak. Cue Waterfall Wellness.

Commuters who use Interstate 280 will find the blue building just a few streetlights off the freeway. It's constantly foggy on Ocean, but there's always street parking, sometimes right in front. The old iron bars on the facade have been removed. A large security guard greets visitors at the sidewalk, but he's nice enough after the ten-minute one-time registration wait in the small, clean front office.

Waterfall Wellness gives patients plastic cards for use getting into the club. Presenting one gets you buzzed in to the main room, which features a large clean, well-lit retail space with hardwood floors and glass cases. On the radio, Lil Wayne raps *I love you more than ninja turtles love pizza*. There's no disconcerting bulletproof glass, no weed smoke hazing up the place.



Helpful saleswoman "Tiffany" guided us through the dispensary's overflowing collection of flowers, each



A clean, well-lit place to buy grass on Ocean Ave.

of which is lab tested for potency and pathogens. The lab results are printed on a menu at the counter. Waterfall Wellness has some amazing weed, and thanks to its relatively unknown status, the club always actually has what's advertised — an absolute delight after fruitlessly schlepping

downtown for sold-out *sinsemilla*. We counted 24 strains on Waterfall's menu, 42 edibles, and 32 concentrates including some harrowing Superjack Wax for \$50.

In a testament to her training, Tiffany could effectively describe the slight difference in effect between connoisseur sativas Champagne (\$45 for 3.5 grams, 15 percent THC) and Jack Herer (\$50 for 3.5 grams, 20.17 percent THC).

Waterfall Wellness also stocks locally-blown glass pipes, as well as quality storage jars, grinders, THC lotions, balm, salad dressing and the curious future-tech "One-Love" — a hand-held, disposable, automatic micro-vaporizer. Each One-Love costs \$60 and contains 100 2 mg-doses of cannabis suspended in a glycerin base. Patients simply suck the business end of the One-Love like a straw, automatically activating the vaporizer.

All in all, Waterfall Wellness offers superb cannabis without the pungent trip to Calcutta-like SOMA. While state lawmakers seek to ban clubs anywhere near residences, this responsible operation in a middle-class, mixed neighborhood is a precedent both powerful and long overdue.

◀ International Cannabis and Hem... | Slightly Stoopid To Talk Tech... ▶

COMMENTS

Subscribe to this thread: [By Email](#) [With RSS](#)

Add a comment

Subscribe to this thread

Post Comment

SEVEN DAYS

- | | |
|-------------------------|--------------------------------|
| Art (163) | Law Enforcement & Crime (1259) |
| Books (55) | LGBT (13) |
| Breaking News (177) | Media (457) |
| Business (1344) | Movies (14) |
| Cannabis (11) | Occupy (113) |
| Civil Rights (15) | People (1091) |
| Education (546) | Politics (2484) |
| Environment (747) | Religion (58) |
| Fashion (75) | Science & Technology (176) |
| Food (249) | Social Services (85) |
| Health & Medicine (339) | Sports (514) |
| Immigration Reform (10) | Transportation (432) |

CULTURE SPY

- | | |
|----------------------------|-------------------------------|
| Art (38) | MP3s and Song Samples (125) |
| Bay Area Bands (903) | Noise Pop Music Festival (17) |
| Breaking News (339) | Occupy (7) |
| Business (74) | People (28) |
| Just-Announced Shows (203) | Pics and Video (193) |

- Law Enforcement & Crime (14) Podcasts (8)
- Radio Express (7)
- Local Show Reviews (103) Religion (1)
- Media (48) Sports (1)
- Movies (13)

LEGALIZATION NATION

- Books (1) Law Enforcement & Crime (232)
- Cannabis Culture (214)
- Growing & Eradication (30) Legalization (130)
- Health & Medicine (84) Regulation & Legislation (154)

WHAT THE FORK

- Food (15) Occupy (4)
- Food on Wheels (34) Random Find (16)
- News (166) Sugar High (21)

VIEWED	SHARED	COMMENTED	VIDEOS
Free Weed Could Become the Law in Berkeley			
California Medi-Pot Regs Lose Major Support			
Bay Area Cannabis Cup Set for Saturday, Judges Pretty Faded Today			
Weed-Infused Sex Lube Hits Market: Meet, Foria			
Los Angeles Dispensaries Dodging Ban			



2013	OTHER YEARS
Intro	2012
Readers' Poll Winners	2011
Arts & Culture	2010
Goods & Services	2009
People & Places	2008
Restaurants & Bars	2007
Sports & Leisure	2006
Categories We Didn't Think Of	2005
Readers Say The Darndest Things	2004
	2003
	2002
	2001

Exhibit 10

SSCPL81
CFOISTA3

STATUS INQUIRY

PAGE 1

01/31/14
18:09:10.3

NAME WATERFALL WELLNESS COOPERATIVE, INC

CORP NO C3308850 INC. DATE 07/21/2010 STATUS ACTIVE
DOMESTIC NONPROFIT CLASS OC
NO OF PAGES 07 ST/CTRY

STMT OF INFO (SI) RECENT SI C DATE 04/20/12 NO 0668113
PRIOR COMPLETE SI C DATE 04/19/12 NO EK60687

PRINCIPAL EXECUTIVE ADDR 1545 OCEAN AVE

CITY/ST/CNTRY SAN FRANCISCO

CALIFORNIA
ZIP 94112

CALIFORNIA ADDRESS

CITY

CA

MAILING ADDRESS

1545 OCEAN AVE

CITY/ST/CNTRY SAN FRANCISCO

CALIFORNIA
ZIP 94112

CEO

NAME DANIEL MENDEZ

ADDRESS 1543 OCEAN AVE

CITY/ST/CNTRY SAN FRANCISCO

CALIFORNIA
ZIP 94112

AGENT

NAME DANIEL MENDEZ

ADDRESS 1543 OCEAN AVE

CITY SAN FRANCISCO

CA 94112

TYPE OF BUSINESS

ENTR=CONTINUE

PF2=HISTORY

PF3=BACK TO WORKSCREEN

PF10=MAIN MENU

3308850

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

JUL 21 2010

ARTICLE OF INCORPORATION

OF

WATERFALL WELLNESS COOPERATIVE, INC

I.

[NAME]

The name of the Cooperative shall be the WATERFALL WELLNESS COOPERATIVE, INC hereinafter known as the "Cooperative"

II

[PURPOSE]

This corporation is cooperative corporation organizes under the 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." The Cooperative is formed for the purpose of engaging in any activity connected with any one or more of the following activities:

- (1) The cultivating, harvesting, preserving, drying, processing, canning, packing, grading, storing, handling, transporting, distributing and utilization of any product of its members, or the manufacturing or making of by-products of any product of its members, for the sole and exclusive use, care and benefit of the Cooperative members;
- (2) The manufacturing, distributing or supplying to its Cooperative members of the machinery, equipment, supplies, educational materials or other necessities required to assist in the facilitation of those activities enunciated above;
- (3) The hiring, employment or retention of the other third parties who may not be Cooperative members for the purpose of performing the above activities for those medically or physically unable to perform such activities, which said third parties shall be paid an agreed upon wage for one or more of the Cooperative members.
- (4) Acquire lawful product, possess and distribute to the Cooperative members as defined in California Health & Safety Code Sections 11362.765 and 11362.775 et seq
- (5) The financing of any of the above activities.
- (6) The earning and savings of the Cooperative will be used for the general welfare of its members or equitably distributed to the Cooperative members in the form of cash, property, credits or services.

III
[PRINCIPAL OFFICE]

The County where the principal office for the transaction of business of the Cooperative is to be located is Marin County, California

IV

[INITIAL AGENT FOR SERVICE OF PROCESS]

The name of the Corporation's initial agent for the service of process is Gregory Schoepp. The agent is natural person and his address for service of process is:

GREGORY SCHOEPP
3619 Balboa Street
San Francisco, CA 94121

V

[DIRECTORS]

The Cooperative shall have three Directors. The Directors shall Cooperatively as the Board of Directors. Qualification to serve on the Board of Directors shall be set forth in the By-Laws and shall require at a minimum that all said directors be qualified patients as same are defined in Health and Safety Code Sections 1136.25 et seq.

The Name and Address of the persons who are to serve as the initial Director of the Cooperative are as follows.

Gregory Schoepp 3619 Balboa Street, San Francisco, CA 94121

VI [VOTING RIGHTS]

The voting rights of each member of the Cooperative shall be unequal and shall be determined and fixed in accordance with following general rule applicable to all members of the Cooperative

Each member shall have one vote for Five Hundred dollars [\$500.00] of annual investment capital towards the planting, cultivation, care, harvesting and preparation of the medical marijuana, shall not exceed the legally permitted quantity allocated to each member

VII [REVOLVING FUNDS]

To provide funds for effecting Cooperative purposes, The Cooperative may collect or retain from members for its own use sums to be determined from time to time by the Board of Directors of the Cooperative, in accordance with any applicable provisions contained in the By-Laws. Pursuant to those provisions, retained funds shall be placed in one or more Cooperative funds called "Revolving Funds" to the credit of respective members from whom collected or retained, and each member shall be entitled to credit referenced to as a "Revolving Fund Credit" for the amount collected or retained from the member. Revolving Fund Credit shall be repayable out of monies in any revolving fund not required for the use of the Cooperative at that time, with the priorities and upon the conditions provided in the By-Laws of the Cooperative

Revolving Fund Credits may also be set up on the books of the Cooperative and admitted by the Cooperative in payment for property purchased, leased or otherwise used by the Cooperative at the cost to the Cooperative, or as consideration for monies loaned or advanced by the Cooperative, the principal of which shall be payable solely and exclusively out of the monies in the revolving fund and credited in the same manner as retained funds

Interest on retained monies in the Revolving Fund shall be accredited to the account of the effected members only to the extent the actual interest is earned on said monies, as may be hereafter provided for in the bylaws.

VII
[PROPERTY RIGHTS]

The property rights and interests of each member of the Cooperative shall be unequal and shall be determined and fixed by the following general rule applicable to all members of the Cooperative:

1 Unless otherwise provided by subsequent amendment to these papers, the Cooperative shall not hold title to any real property upon which the planned activities are to be conducted. However, nothing herein shall be construed as prohibiting the Cooperative from leasing real property for Cooperative purposes from either a member of the Cooperative or a third party provided that said lease agreement must be approved by majority of the then existing members and the lease rate shall not exceed the then current market value for similarly situated leased property.

2 Thereafter, each members property rights and interests in the Cooperative's non-agricultural capital (machinery, equipment, etc) shall be measured by the unrefunded contribution of the member in money or property to the Cooperative Revolving Fund and shall be in proportion to that member unrefunded contribution to said fund as same relates in pro rata formula to the unrefunded portion of all the members of the Cooperative.

3 Each member property interest in the harvested product produced by the Cooperative shall be proportion to their capital contribution to each said harvest, as referenced in the above provision on voting rights and as set forth with more particularity in the bylaws and general operating agreement, if one is executed as between the members and the Cooperative management.

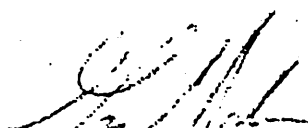
IX

[POWERS]

In order for it to carry out the purposes for which it was formed, the Cooperative shall have and may exercise each and every power, privilege, right and immunity now or hereafter authorized for a corporation organized and existing pursuant to California Corporation Code 3123(d)(b), including but not limited to those rights, powers and privileges provided for under Health and Safety Code Section 11362.5 and 11362.7(f), et seq with respect to the designation of a primary care-giver by a recognized and qualified medical marijuana patient.

The Cooperative have the additional authority to retain, employ or engage other third parties to act for and on behalf of its members at any time & many be required to carry out the functions of said Cooperative provided that each and every aforesaid third party shall either be a qualified patient within the context of Section 11362.5, or a previously designated care-giver for one or more of the Cooperative members.

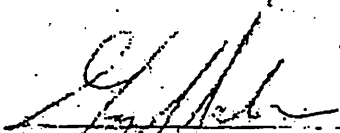
IN WITNESS WHEREOF, we have hereunto set our hands this 7th days of July, 2010 in the County of San Francisco, California.



Gregory Schoepp, Initial Director

DECLARATION

It is hereby declared that I am the person who executed this instrument, which is my act and deed.



Gregory Schoepp

Executed: July 14 - 2011



I hereby certify that the foregoing
transmission of ~~the foregoing~~ ~~is a true and correct copy of the~~
original record in the custody of the
California Secretary of State's office

JUL 30 2010

Date: _____ *JK*

Debra Bowen
DEBRA BOWEN Secretary of State

MINUTES
Meeting of the Directors
WaterFall Wellness Coop Inc
April 16, 2012
1545 Ocean Ave. San Francisco, C.A.

1. ATTENDANCE: Daniel Mendez, Greg Schoepp
2. REVIEW OF INCORPORATION PAPERS AND MISSION STATEMENT. :
3. ELECTION OF OFFICERS: Daniel Mendez was elected as President, DM as Treasurer, D.M as Secretary. D.M
4. DISCUSSION OF ASA, corp structure, B.O.E, '60t
5. FUNDRAISING PLAN: Greg Schoepp off B.O.E.,
5. NEXT MEETING: Greg stepped down corporation
JULY 13, 2012
6. ADJOURN: The meeting adjourned at 8:17 pm.

Daniel Mendez, Val Hardy
[Insert Name of Secretary], Secretary

Gregory J Schoepp Jey/John

EXTENSION AND MODIFICATION OF COMMERCIAL LEASE

(Five year Term –March 1, 2014 through February 28, 2019 with a Five consecutive 3-year options exercisable by Lessee)

17th This commercial lease extension and modification agreement is made this day of December, 2013, by and between HOWARD JEW, trustee, for and on behalf of the HOWARD and ANN JEW REVOCABLE TRUST, hereinafter called "Lessor," and WATERFALL WELLNESS COOPERATIVE, INC. by and through its president, and authorized officer, DANIEL MENDEZ, hereinafter called "Lessee."

WITNESSETH:

WHEREAS, Lessor and Lessee made and entered into a one-year written Lease, herein called "lease," dated February 22, 2013, by the terms of which the commercial premises commonly described and located at 1543-1545 Ocean Avenue, San Francisco, CA 94112 were leased to Lessee herein;

WHEREAS, said Lease is due to expire and terminate at the end of February 28, 2014;

WHEREAS, Lessor and Lessee herein desire to renew and extend said Lease for a five-year term, beginning March 1, 2014, to continue through February 28, 2019, and in addition with five consecutive 3-year option terms, exercisable by Lessee on the terms set forth hereinunder; (See # 5. below)

AND WHEREAS, Lessor and Lessee herein desire to make such other modifications as hereinafter set forth, under this lease extension, and to reincorporate the terms of the old lease (Exhibit A-1) on the same terms, not otherwise contradictory to the terms of this new lease extension and modification agreement set forth hereinunder.

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. **NEW LEASE TERM (Five Years)**: The term of this Lease, based on an extension of the preceding term shall be for a period of five (5) years, commencing on March 1, 2014, and terminating on February 28, 2019.
2. **RENT**: Lessee shall pay to Lessor at such place as designated by the Lessor from time to time, as monthly rent for the Premises, from the commencement of the lease, payable as follows:

March 1, 2014 through February 28, 2015, in advance on the 1st day of March, 2015, and each and every first (1st) day of the month, and each month thereafter, for twelve months, monthly rent of \$ 12,600.00 per month;

Beginning March 1, 2015, and every anniversary thereafter, until the end of the five year-term, the monthly rent shall be adjusted and increased by at least

Initial: HJW Lessor
Howard & Ann Jew Revocable Trust

1 Initial: [Signature] Lessee
Waterfall Wellness Cooperative, Inc.

or a minimum of 1.85 %, or adjusted in accordance with the increase of the CPI Consumer-Price Index - All Urban Consumers (San Francisco-Oakland-San Jose Bay Area), whichever is higher, but at a minimum of no less than the following:

The minimum monthly rent are as follows for the following period:

March 1, 2015 through February 29, 2016 \$ 12,833.00 / month
(\$ 12,600 x 1.85%)

March 1, 2016 through February 28, 2017 \$ 13,070.00 / month
(\$ 12,833 x 1.85%)

March 1, 2017 through February 28, 2018 \$ 13,312.00 / month
(\$ 13,070 x 1.85%)

March 1, 2018 through February 28, 2019 \$ 13,558.00 / month
(\$ 13312 x 1.85%)

3: CONSUMER PRICE INDEX - ALL URBAN CONSUMERS (San Francisco-Oakland-San Jose Bay Area; base year: 2014 -"the Beginning Index"), defined and as published by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"), which is immediately in effect immediately preceding the date of the commencement of this lease extension (i.e. March, 2014). If the Index in effect immediately preceding the adjustment date ("Extension Index") has increased over the Beginning Index, the monthly rent for the following year rent escalation adjustment shall be set by multiplying the minimum monthly rent a fraction, the numerator of which is the Extension Index, and the denominator of which is the Beginning Index. In no case shall the monthly rent be decreased and shall be increased each anniversary date by no less than a minimum of 1.85%, or based on the increase of CPI-All Urban Consumers Price Index (for the San Francisco-Oakland-San Jose Bay Area), with the base year index being 2014, whichever is higher.

4. OPTIONS TO EXTEND TERM: Provided Lessee is not in default under this lease Lessee has five (5) consecutive options to renew or extend this lease term by and for a term of three years each option term, exercisable by Lessee with written notice to Lessor, as set forth below under item 5 below.

5. EXERCISE OF OPTION TO EXTEND TERM: If Lessee elects to exercise any option to extend as set forth on item 4. above, Lessee must deliver written notice to Lessor no less than six (6) months prior to expiration of the lease term by certified mail, return receipt requested, and shall retain the receipt of such mailing as proof of mailing of said written notice. This provision shall be strictly construed. If Lessee fails to send said written election by certified mail to Lessor prior to six month before the end of the lease term, Lessee shall have no further right to elect the option to renew. Thereafter, the Rent during the option period, at the sole discretion and decision of the Lessor, shall be adjusted to then current prevailing fair market rental rate.

Initial: bm? Lessor
Howard & Ann Jew Revocable Trust

2 Initial: JM, Lessee
Waterfall Wellness Cooperative, Inc.

6. The minimum monthly rents for the Five consecutive 3-year option period shall be no less than the CPI Consumer Price -ALL URBAN CONSUMERS ((San Francisco-Oakland-San Jose Bay Area; base year: 2014 -"the Beginning index") as applicable from the commencement year, i.e. 2014, whichever is higher, and at a minimum:, as follows:

Minimum of no less than 1.86% increase or CPI increase from the immediately preceding year whichever is higher (as per schedule below, which is the minimum; if CPI increase is higher than 1.8% from the immediate preceding year, then the rent increase will be adjusted accordingly based on CPI increase :

<u>March 1, 2019 through February 29, 2020</u> (\$ 13,558 x 1.85%)	<u>\$ 13,809.00 / month</u>
<u>March 1, 2020 through February 28, 2021</u> (\$ 13,809 x 1.85%)	<u>\$ 14,064.00/ month</u>
<u>March 1, 2021 through February 28, 2022</u> (\$ 14,064 x 1.85%)	<u>\$ 14,325.00/ month</u>
<u>March 1, 2022 through February 28, 2023</u> (\$ 14,325 x 1.85%)	<u>\$ 14,590.00 / month</u>
<u>March 1, 2023 through February 29, 2024</u> (\$ 14,590 x 1.85%)	<u>\$ 14,860.00/ month</u>
<u>March 1, 2024 through February 28, 2025</u> (\$ 14,860 x 1.85%)	<u>\$ 15,134.00/ month</u>
<u>March 1, 2025 through February 28, 2026</u> (\$ 15,134 x 1.85%)	<u>\$ 15,414.00/ month</u>
<u>March 1, 2026 through February 28, 2027</u> (\$ 15,414 x 1.85%)	<u>\$ 15,700.00/ month</u>
<u>March 1, 2027 through February 29, 2028</u> (\$ 15,700 x 1.85%)	<u>\$ 15,990.00/ month</u>
<u>March 1, 2028 through February 28, 2029</u> (\$ 15,990 x 1.85%)	<u>\$ 16,286.00/ month</u>
<u>March 1, 2029 through February 28, 2030</u> (\$ 16,286 x 1.85%)	<u>\$ 16,587.00/ month</u>
<u>March 1, 2030 through February 28, 2031</u> (\$ 16,587 x 1.85%)	<u>\$ 16,894.00/ month</u>

Initial: lm? Lessor
Howard & Ann Jew Revocable Trust

3

Initial: Jef, Lessee
Waterfall Wellness Cooperative, Inc.

March 1, 2031 through February 29, 2032 \$ 17,206.00/ month
(\$ 16,894 x 1.85%)

March 1, 2032 through February 28, 2033 \$ 17,524.00/ month
(\$ 17,206 x 1.85%)

March 1, 2033 through February 28, 2034 \$ 17,848.00/ month
(\$ 17,524 x 1.85%)

7. SECURITY DEPOSIT : Lessee agrees to increase security deposit from the current security deposit on account of \$ 26,000.00 to \$ 48,000.00. At this time, Lessor has security deposit on account held by Lessor from Lessee in the sum of \$ 26,000.00. Lessee agrees to increase this security deposit by 22,000.00. Said \$ 22,000.00 in additional security deposit, is payable in two monthly installments, as follows:

\$ 11,000.00 on or before December 22, 2013;
\$ 11,000.00, on or before January 22, 2014.

By January 22, 2014, prior to the commencement of this 5-year lease extension term on March 1, 2014, Lessee shall have deposited on account the security deposit in full as specified above and shall up the total security deposit to be posted with Lessor on account in a combined sum of \$ 48,000.00. Said security deposit shall bear no interest.

8. TRIPLE NET LEASE: This is a Triple Net Lease, meaning that: (a) Lessee shall pay 100% of all real property taxes, personal property taxes assessed by the City and County of San Francisco for the entire building, and as applicable to said Premises; (b) Tenant shall pay 100% of all insurance coverage premiums on this building, including fire, commercial liability, coverage for personal property, public liability, personal liability, comprehensive general liability insurance, and (3) Tenant shall pay 100% of all utilities, including PG&E, water, sewer, garbage, telephone charges and costs for said building and premises.

9 The parties incorporate by reference in its entirety all provisions under Exhibit A, of the old lease, executed on February 22, 2013, in all their terms not otherwise in conflict with the terms of this new lease extension and modification, including but not limited to the terms pertaining to "Insurance and Indemnity," under Section 8, and Section 9; "Real Property Taxes under Section 10; and Utilities, under Section 11 of said old lease , and furthermore, all the terms and provisions for property taxes, insurance coverage and indemnity, and utilities, as though they are set forth in full herein to this Agreement.

Initial: HWJ Lessor
Howard & Ann Jew Revocable Trust

4 Initial: [Signature] Lessee
Waterfall Wellness Cooperative, Inc.

11. COMMERCIAL USE, NO RESIDENTIAL USE: The premises shall be used for a lawful commercial purpose only, and shall not be used for residential purposes. At this time, Tenant is using the premises as a lawful medical cannabis dispensary for patients with a valid-lawful doctor's prescription or permit. Lessee confirms and affirms that it shall abide and comport with the California Compassionate Use Act of 1996, governing the Medical Marijuana Program Act, as allowed under California law. Lessee agrees not to use or allow any members or employee or associate of its cooperative to use the subject premises for residential purposes.

12. NO ASSIGNMENT, NO SUBLET: Lessee covenant that it shall not assign or sublet the premises during the term of this lease. This anti-sublet, anti-assignment covenant is absolute, and will not be waived. This provision shall be strictly construed.

13. HOLD HARMLESS/ INDEMNIFICATION: Lessee shall hold Lessor harmless and agrees to indemnify Lessor for and from any claims, liability, damages, losses, judgments, liens, expenses, penalties, permits, attorney's fees, arising from or incident to Lessee's tenancy and operation of its business at said premises.

14. LEASEHOLD IMPROVEMENTS/ SPACE EXPANSION/ BUILD-OUTS : At this time, Lessor and Lessee agree that during the commencement of this lease extension, or as soon as possible thereafter, Lessee may and plans to perform additional leasehold improvements and expansion of the space for the subject commercial premises, including extending, improving on, and repainting the rear portion of the leasehold premises, increasing the total usable space for this leasehold, and upgrading and improving the floor covering of the subject premises (1543 Ocean Avenue). This work will include repainting the wall on the rear wall of the subject property. Lessee shall do these improvements and expansion of floor space at Lessee's own and sole costs and expenses, and shall hold Lessor harmless and agrees to indemnify Lessor from any liability for expenses and claims arising from said work. It is estimated and budgeted at this time that said work will cost at a minimum of \$ 200,000 00, which costs shall be born and paid for entirely by Lessee. Said work of improvement shall be performed by a licensed contractor, be subject to approval with permits by the SF Department of Building Inspection and with relevant city permits and approvals, and remain at the subject premises and be integrated as leasehold improvements and be made a part of and appurtenant to the real property, and shall remain in the subject premises at the expiration or termination of said lease, except as to business fixtures and equipment. Those attached to the premises as leasehold improvements shall remain a part of the subject real property. Further, Lessee agrees to provide Lessor advance written notice of such work of leasehold improvements and building space expansion, and any plans, drawings, and applications with the SF Department of Building Inspection and City Planning will be expressly be made subject to review, consent, and written approval by the Lessor, before such work may commence. Lessor agrees to cooperate and assist Lessee in facilitating such work of leasehold improvements and building expansion,

Initial: HW Lessor
Howard & Ann Jew Revocable Trust

5 Initial: WJ Lessee
Waterfall Wellness Cooperative, Inc.

at no cost or liability to Lessor.

15. HOLD HARMLESS AND INDEMNIFICATION/ MECHANICS LIENS/TORT CLAIMS ETC.: Lessee agrees to hold Lessor harmless and indemnify Lessee as to any and all costs or liability incurred or which arises from the conduct and business at the subject premises, including but not limited to the proposed leasehold improvement(s) or construction in the subject property, any mechanics lien(s), liability for tort claims, worker's compensation claims, contractor's or subcontractor's claims, government OSHA claims, any and all liability arising from said work of leasehold improvements or space expansion. Lessee shall give advance written notice to Lessor prior to commencement of any work in the subject property by contractor./subcontractor in order to allow Lessor to post and record an appropriate "Notice of Non Responsibility."

16. COMPLIANCE WITH ALL LAWS, STATUTES AND ORDINANCES: Lessee shall faithfully observe and promptly comply with all local, state or federal laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force or otherwise be enforced with respect to Lessee's use, occupancy and possession of the Premises and Tenant's business conducted thereon including, but not limited to, any and all work of leasehold improvement(s), building expansion or improvements, and/or all laws or regulations relating to accessibility or useability of the Premises by disabled persons, and with the requirements of any board of fire underwriters or other similar bodies now or thereafter constituted relating to or affecting the condition, use or occupancy of the Premises, or with respect to any and all rules pertaining to its lawful operation of a medical cannabis dispensary . The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor shall be a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Lessor and Lessee, and may serve as a basis for termination of the lease, if adjudged to be in contravention or violation of any laws, whether local, state, or federal. Lessee covenants that in the event that the law pertaining to medical marijuana dispensaries are enforced in a manner which impels lessee's business to close or end, by any lawful process or authority, Lessee would comply and voluntarily relinquish possession of the premises, and restore possession of the subject premises to Lessor, and restore the subject premises, free and clear of any liens, debris, inventory, personal property, business fixtures, and equipment. All leasehold improvements made upon and within the premises which are affixed to the property shall remain part of the property and will not be removed by Lessee at the expiration of said lease.

17. UPKEEP, MAINTENANCE, AND REPAIRS OF PREMISES: During the term of this lease, Lessee shall maintain the Premises in good condition and repair, including but not limited to the plumbing and electrical system, sewage lines, (including inside the premises and the portion under the sidewalk fronting the subject building, heating, air-conditioning, as applicable (including any service contracts thereon), ventilation, lighting system and equipment within the subject leased

Initial: Lessor
Howard & Ann Jew Revocable Trust

6

Initial: Lessee
Waterfall Wellness Cooperative, Inc.

premises, interior walls, ceilings, floors, windows, doors, plate glass and skylights within the leased premises, all signs located within the leased premises, the interior space, the sidewalk fronting the building, and any door to the store front and any walkway. Lessee will maintain all of its furniture, furnishings, and equipment located in the Premises in good, neat, and attractive condition and in good taste and repair. If Lessee fails to maintain the premises, Lessor may contract for or perform such maintenance and charge Lessee for costs incurred by Lessor. Lessee shall also maintain and upkeep the yard, and trim any overhangs, overgrowths, which intrude upon the adjoining neighbor's property, and shall upkeep, maintain, and trim the trees and bushes to avoid encroachment or becoming a safety and fire hazard to others, including the occupants of the premises and the adjoining neighbors.

18. NO PETS, NO DOGS, DO CATS: Lessee covenant not to have, harbor, allow, nor raise nor hold any pets, dogs, cats in the premises herein, and the only exception is "seeing eye" dogs as allowed under law for physically-disabled persons who may access the premises, as patients or customers of Lessee.

19. NO MARIJUANA GROW-FARMING: The premises are strictly used for purpose of a medicinal marijuana dispensary for patients; and Lessee expressly covenant that it will not raise, grow, or cultivate any marijuana, or change the use of the premises from a medicinal marijuana cooperative and dispensary, into a marijuana grow farm. Lessee may, incidental to its business as a dispensary, sell cuttings, or small marijuana plants in its retail store shelves, and in so doing must abide by and comport with the rules and parameters as allowed under the California Compassionate Use Act of 1996, governing the Medical Marijuana Program Act, as allowed under California law.

20. NO SMOKING: There shall be no smoking in the subject premises, whether tobacco, or marijuana. Absolutely no smoking, period.

21. PROPERTY MANAGER/AGENT : Lessor has designated their daughter in law, QI TING LIU, as their agent and property manager. The parties agree that DAVID JEW does not represent the Lessor, and henceforth, is not the property manager of Lessor, nor represent the Lessor whatsoever. All communication shall be directed to Lessor or their agent/property manager QI TING LIU, as provided in paragraph 17 below.

20. NOTICE AND DEMANDS: Any communication, notices or demands which either party to this lease would like to send or serve to other party, or any notices or demands as required or permitted by law or by any provision of this Lease shall be in writing, sent by either certified mail, return receipt required, or by registered mail, postage pre-paid, addressed to the following:

To: Lessee, as follows:

Waterfall Wellness Cooperative, Inc.
1545 Ocean Avenue

To: Lessor, as follows:

Howard & Ann Jew Revocable Trust
266 - 11th Avenue

Initial: HWJ Lessor
Howard & Ann Jew Revocable Trust

7

Initial: [Signature] Lessee
Waterfall Wellness Cooperative, Inc.

San Francisco, CA 94112

San Francisco, CA 94118

Each party may from time to time change the place or the address for such service by mail upon said party to any other address by written notice to the other, which said notice shall be given in the manner prescribed herein for the service of notices and demands.

21. AUTHORITY AND WARRANTY:

Lessee, by and through its authorized officer herein, Daniel Mendez, confirms, affirms, and certifies as follows:

- a) That by affixing his signature below, that he certifies, as president of Waterfall Wellness Cooperative, that he is authorized, on behalf of this entity, Lessee , hereinto enter into this Lease Agreement and bind Waterfall Wellness Cooperative to this Lease.
- b) That the prior signatories under the old, twice-removed expired lease, namely Greg Schoepp, and Yasuko Cervantes, are no longer the authorized officer, empowered nor authorized to act on behalf of Waterfall Wellness Cooperative, with respect to this tenancy.
- c) That Waterfall Wellness Cooperative will hold Lessor harmless and shall indemnify Lessor from any claim, suits or controversy that may be asserted against Lessor in connection with this tenancy and lease agreement.

22. All other terms and conditions of Exhibit A-1, under the old lease ending at the expiration of February 28, 2014, not otherwise in conflict, inconsistent, or contradictory to this Lease Agreement to commence March 1, 2014, shall be incorporated by reference to this new Lease Agreement and shall remain in full force and shall remain in effect. To the extent that there is any inconsistency, or conflict or contradictory provision, this Agreement and the terms herein supercedes and shall govern.

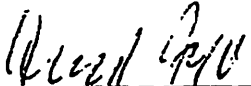
Executed on the day and year first above written.

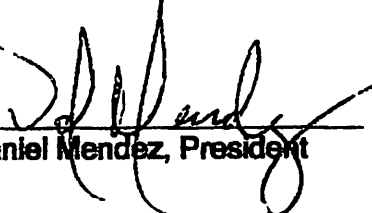
LESSOR:

LESSEE:

Howard & Ann Jew Revocable Trust

Waterfall Wellness Cooperative, Inc.


Howard Jew, Trustee


Daniel Mendez, President

Dated: 12-17-2013

Dated: 12.17.13

Initial: HMJ Lessor
Howard & Ann Jew Revocable Trust

8 Initial: DM, Lessee
Waterfall Wellness Cooperative, Inc.

March 08,2013

To whom it may concern,

Daniel R. Mendez(President of Waterfall Wellness) is the lease holder for 1543-1545 Ocean Ave,San Francisco, Ca. 94112 as of March 01,2013. We have a signed lease agreement at the rental rate of \$12,000(twelve thousand dollars)per month.

Howard Jew(Landlord)

A handwritten signature in black ink, appearing to read "Howard Jew". The signature is written in a cursive, flowing style with a large initial "H".

COMMERCIAL LEASE
(One-Year Term – March 1, 2013 through February 28, 2014)

This commercial lease agreement is made this 22nd day of February, 2013, by and between HOWARD JEW, trustee, for and on behalf of the HOWARD and ANN JEW REVOCABLE TRUST, hereinafter called "Lessor," and WATERFALL WELLNESS COOPERATIVE, INC. by and through its president, and authorized officer, DANIEL MENDEZ, hereinafter called "Lessee."

WITNESSETH:

WHEREAS, Lessor and Lessee made and entered into a written lease, herein called "lease," dated February 9, 2011, concerning premises commonly described and situated at 1543-1545 Ocean Avenue, San Francisco, CA, which is hereto attached, marked Exhibit A, and

WHEREAS, said lease is due to lapse, expire and terminate end of February 28, 2013,

WHEREAS, Lessee failed to exercise its option to renew, and extend in a timely manner, as required pursuant to section 39.5 (Exercise of the Option), as required,

WHEREAS, notwithstanding such failure to extend, renew its lease, the parties herein, Lessor and Lessee desire to enter into a new lease under new terms, and new conditions,

AND WHEREAS, Lessor and Lessee herein desire to make such other modifications as hereinafter set forth, under this new lease,

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. **NEW LEASE TERM (One Year)**: The term of the Lease shall be for a period of one (1) year, commencing on March 1, 2013, and terminating on February 28, 2014.
2. **RENT**: Lessee shall pay to Lessor at such place as designated by the Lessor from time to time, as monthly rent for the Premises, from the commencement of the lease, payable in advance on the 1st day of March, 2013, and each and every first (1st) of the month, each month thereafter, for twelve months, monthly rent of \$ 12,000.00 per month.
3. **NO OPTION TO RENEW TERM**: There is no option to renew or extend this lease term of one (1) year.
4. **HOLDOVER MONTH-TO-MONTH RENT**: Unless Lessor and Lessee can agree and reach terms to extend the lease at the expiration of said one-year term, at least 60 days prior to end of February 28, 2014, i.e. on or before end of December 31, 2013, under written terms specifying a new term and a new lease, the holdover shall be on a month-to-month basis, with monthly holdover rent of \$ 30,000.00 per month.
5. **SECURITY DEPOSIT** : Lessee agrees to increase security deposit to \$48,000.00. At this time, Lessor has security deposit on account held by Lessor from Lessee in the sum of \$ 26,000.00. Lessee agrees to increase this security deposit by \$ 22,000.00, making it a total of \$ 48,000.00. Lessee shall make such payment of \$ 22,000.00 in additional security deposit, in ten (10) monthly installments of \$ 2,200.00 each month, beginning May

Exhibit A-1
1



Wells Fargo Business Online®

View Check Copy

Check Number	Date Posted	Check Amount	Account Number
2001	12/17/13	\$11,000.00	WWHC XXXXX1066

WELLS FARGO BANK

2001

725 IRVING STREET 725 IRVING ST SAN FRANCISCO, CA 94122
 DATE 12.17.2013 11-42831210

PAY TO THE ORDER OF Howard Trw
Eleven Thousand → \$ 11,000.00
 DOLLARS

WWHC RETAIL SALES/CLOTHING
 3615 BALBOA ST
 SAN FRANCISCO CA 94121-2003

Security Deposit

[Signature]



Seq: 187
 Batch: 335779
 Date: 12/17/13

Seq: 00187 12/17/13
 BAT: 335779 CC: 3160000200
 WT: 01 L: PS Los Angeles
 BC: 71b & Clement BC CA5-125

DO NOT SIGN / WRITE / STAMP
 IN THESE AREAS

[Signature]

ENDORSE HERE:

Exhibit 11

5/20/14

I write to clarify several issues that arose at the DPH hearing held May 14, 2014, and explain why I object to the application of Tiara Mitchell and her stepfather, Daniel Mendez, to remove me from the MCD permit for Waterfall Wellness Health Center (WWHC), which currently operates at 1545 Ocean Ave., and issue a new permit in their names. I, together with Ms. Mitchell, currently hold the MCD permit for WWHC. I neither agreed to my removal from the permit to operate an MCD at 1545 Ocean Ave., nor do I consent to add Daniel Mendez to WWHC's permit. I am not aware of any City ordinance or regulation that would allow one co-holder of an MCD permit (Tiara Mitchell) to remove the other co-holder (me) without consent, and request that the Department of Public Health deny their application.

There was some confusion at the May 14th hearing, as well as at the Planning Commission meeting held on May 1, 2014, regarding how Ms. Mitchell and Mr. Mendez' application for a "change of ownership" of WWHC relates to my pending application for a permit to operate an MCD at 1423 Ocean Ave. Some of the confusion is a result of the fact that I founded Waterfall Wellness Cooperative, Inc., which is the nonprofit cooperative corporation that does business under the fictitious business name "Waterfall Wellness Health Center." I, together with Christina Jajeh, managed WWHC's operations at 1545 Ocean Ave. from 2011 until we were locked out by Mr. Mendez and Ms. Mitchell in January of this year. Previously, from 2008 until 2011, Mr. Mendez operated an MCD at the same location known as NorCal Herbal Relief Patients Cooperative. WWHC took over the space at 1545 Ocean Ave., obtained the MCD permit from DPH, and began dispensary operations at that location as a direct result of disciplinary proceedings DPH was then undertaking against Mr. Mendez's permit to operate NorCal. The disciplinary action was due to a fire, an illegal grow NorCal had in the upper residential unit of the building (in violation of explicit permit conditions), discovery of a loaded firearm on the premises, and other code violations and operational problems with Mr. Mendez' management of NorCal. Mr. Mendez did not have fire insurance. To bring the dispensary into compliance, I spent \$300,000 to repair and upgrade the building. DPH then issued the MCD permit to operate WWHC to me and Ms. Mitchell, and the permit for NorCal was voided. At that time, Dr. Rajiv Bhatia and DPH staff informed me and Ms. Mitchell that the MCD permit to operate WWHC would be revoked if Daniel Mendez was involved in operating the dispensary.

My intention regarding the existing WWHC permit and my pending application for MCD permit for 1423 Ocean Ave. was to move the existing dispensary to the new location at 1423 Ocean Ave. The move was important to me in order to comply with all existing city and states regulations regarding zoning and distance from schools. The current location at 1545 Ocean Ave. is less than 1,000 feet from a school. I began looking for a new location and leased the property at 1423 Ocean Ave in October of 2012. In April of 2012, Daniel Mendez (Tiara Mitchell's stepfather) wrongfully usurped control of the corporation by filing a statement of information asserting that he was its chief executive officer (President), chief financial officer (Treasurer) and secretary. Mr. Mendez took control of the corporation without any authority or approval from WWHC members or its board of directors. There has never been a meeting of the board of directors nor a membership meeting since he fraudulently filed the Statement of Information with the Secretary of State misrepresenting himself as the chief executive and chief financial officer of the corporation. He had no legal authority to assume the corporate offices, no permission or approval of the membership to do so, and has no board of directors to provide oversight

DEREK ST. PIERRE (SBN 200131)
Law Office of Derek St. Pierre
1 1934 Divisadero Street
San Francisco, CA 94115
2 Office: (415) 441-5711
Fax: (415) 776-8047
3

4 DECLARATION REGARDING CHANGE OF MCD PERMIT FROM NORCAL COLLECTIVE
TO WATERFALL WELLNESS COOPERATIVE IN 2011
5

6 I, Derek St. Pierre, state the following under penalty of perjury and if called to testify in
7 proceedings related to this matter would testify to the following information:

- 8 1. I am over 18 years of age and a resident of the State of California;
- 9 2. I am a licensed attorney practicing law in the State of California;
- 10 3. In early 2011, I appeared before the San Francisco Department of Public Health with
11 Gregory Schoepp and Tiara Mitchell regarding changing the Medical Cannabis Dispensary
12 permit from NorCal Collective to Waterfall Wellness Cooperative for the location of 1543-
13 45 Ocean Avenue in San Francisco. This change was both a change of the operators as well
14 as a change of the business entity who would be using the MCD permit.
- 15 4. The hearing was held in a small room in the Fox Plaza office of the Department of Public
16 Health. The hearing was conducted by Dr. Rajiv Bhatia, Director of Environmental Health
17 with Larry Kestler of the Department of Public Health present.
- 18 5. Mr. Kestler began the hearing with a presentation regarding the fire that occurred at NorCal
19 Collective in December of 2010 and the associated violations with which the MCD was
20 cited. Mr. Kestler then outlined some of the prior violations associated with the operation of
21 NorCal Collective under the direction of Daniel Mendez. Mr. Kestler subsequently
22 presented the submitted documentation by the proposed new MCD operators, Gregory
23 Schoepp and Tiara Mitchell, for the 1543-45 Ocean Avenue location, doing business as
24
25
26

DECLARATION REGARDING CHANGE OF MCD PERMIT FROM NORCAL TO WATERFALL
WELLNESS IN 2011

Page 1



Application for Permit to Operate a Medical Cannabis Dispensary

Date of Application: 02/11/2014
 Dispensary Address: 1545 Ocean Avenue, SF, CA 94112 Zip Code: 94112
 Dispensary Name: Waterfall Wellness Health Center Dispensary Phone #: (415) 859-5701
 Dispensary Operation Structure: Nonprofit Collective Nonprofit Cooperative - must be registered w/ state
 Dispensary Owner(s): Tiara Mitchell
 Legal Ownership Structure: Nonprofit Corporation* Corporation* Sole Proprietor Partnership
 Cooperative* Other _____
 (*submit a copy of Article of Incorporation)

Applicant/Operator(s) Name*	Age	ID# and ID Type	Home Address
1. <u>Tiara Mitchell</u> <u>Secretary</u> (title, if corporate)	<u>[REDACTED]</u>	<u>[REDACTED]</u> (ID type)	<u>[REDACTED]</u>
2. _____ (title, if corporate)	_____	_____ (ID type)	_____

Manager(s):* _____
 (Attach additional forms if necessary) *Must submit valid proof of medical cannabis patient or caregiver status

Has any owner/operator or manager been convicted of a felony? Yes No If yes, list felony(s) below and explain. Please note that all owners/operators and managers listed on this form must submit to a criminal background check. Use the back of this form if you need additional room.

List felony(s): _____

Note: California fire code requires a Place of Assembly permit if facility can accommodate 50 or more persons.

Cannabis will be (check all that apply): Grown on site Smoked on site Vaporized on site

Signature(s) of Applicant(s):

[Signature] X
 _____ X

For Department of Public Health Office Use Only

Planning Referral: _____	Fire Dept. Referral: _____	Background Check: _____
Dealer's permit #: _____	DBI Referral: _____	Bus. Reg. Certification #: _____
MOD Referral: _____	Facility ID# _____	Permit Revocation Check: _____
DPH Hearing Date: _____	Additional Notes: _____	

Fire Marshall Referral Form

Fire Marshall
 Division of Fire Prevention & Investigation
 698 2nd Street, Room 109
 San Francisco, CA 94107

This section to be completed by Owner/Operator

Opening Date: March 2011

Location: 1545 Ocean Ave DBA: _____

Owner/Operator: Tiara Mitchell Business Type: MCD Cooking: Yes No

Owner Address: [REDACTED]

Change of ownership: Yes No Phone: [REDACTED] Cell: [REDACTED]

New Construction: Yes No Remodeling: Yes No

This section to be completed by Department of Public Health Staff

Date: 2/11/14 Inspector: Clausitzer DPH Receipt #: 40914

HD: - Phone: 252-3836 Fax: 252-3842

Fire Marshall, the business named above warrants your timely inspection for fire clearance:

The Fire Marshall requires a fire clearance for the approval and issuance of a new Health Permit for this type of facility.

This facility was observed to have questionable or hazardous conditions: _____

For information only to update SFD Records. (No Fire Fee Collected)

This section to be completed by SFD Staff

Approved Fire Safety

Disapproved Fire Safety: _____

Pending Clearance: _____

(Attach a copy of pending SFD document or NOV)

Date: _____ Inspector: _____ Phone: _____



Workers' Compensation Declaration for Regulated Businesses

Owner/ Operator: Tiara Mitchell
DBA/ Name of Business: Waterfall Wellness Health Center
Address of Business: 1545 Ocean ave SFPD Permit Type: MCD

I understand that this business must comply with the Workers' Compensation laws of the State of California to obtain and maintain a valid permit to operate from the San Francisco Department of Public Health. I hereby affirm one of the following declarations:

- I have and will maintain a "Certificate of Consent to Self-Insure" for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain a "Certificate of Insurance" for workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

- I certify that this business is not subject to requirements of Section 3700 of the Labor Code at this time.

I agree that if this business employs any person in any manner so as to become subject to the workers' compensation laws of the State of California and the provisions of Section 3700 of the Labor Code, I will comply with those provisions and I will provide proof of coverage as required by the San Francisco Department of Public Health.

02/11/2014
Date

Applicant Signature

Required Attachment: Certificate of Insurance from Carrier or
Certificate of Self-Insurance from the State.

Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provided in Section 3706 of the Labor Code, interest and attorney's fees.

**Written Statement of Compliance with Article 33
of the San Francisco Health Code**

This form must be filed annually, commencing January 2012

Date: 02/11/2014
Medical Cannabis Dispensary (MCD): Waterfall Wellness Health Center
MCD Address: 1545 Ocean Ave, SF, CA, 94112

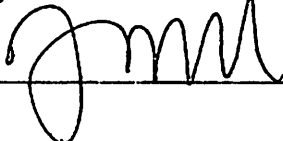
As the undersigned permittee(s) of the above-referenced Medical Cannabis Dispensary, we hereby attest compliance with Article 33 of the San Francisco Health Code during the calendar year 14 for the following issues:

1. We operate in a not-for-profit manner.*
2. All medical cannabis distributed at our facility is from California.**
3. All activities related to the cultivation of medical cannabis conducted by our MCD in San Francisco comply with applicable State and local laws including, but not limited to, building codes and planning codes.***
4. All medical cannabis distributed at our MCD, including medical cannabis in edible form, has been cultivated by our MCD or our members individually.
5. All edible medical cannabis products are produced by our MCD, or our members.

By signing this declaration, we confirm that we have held a membership meeting and notified all members of the above items. We declare under the penalty of perjury that the aforementioned are true and correct.

Tiara Mitchell Secretary
Owner/Manager Name and Title

Owner/Manager Name and Title


Signature

Signature

*3308 (c) The medical cannabis dispensary shall operate on a not for profit basis. It shall receive only compensation for the reasonable costs of operating the dispensary including reasonable compensation incurred for services provided to qualified patients or primary caregivers to enable that person to use or transport cannabis pursuant to California Health and Safety Code Section 11362.7 et seq., or for payment for reasonable out-of-pocket expenses incurred in providing those services, or both. Reasonable out-of-pocket expenses may include reasonable expenses for patient services, rent or mortgage, utilities, employee costs, furniture, maintenance and reserves. Sale of medical cannabis to cover anything other than reasonable compensation and reasonable out-of-pocket expenses is explicitly prohibited.

**3308(d) Medical cannabis dispensaries shall sell or distribute only cannabis manufactured and processed in the State of California that has not left the State before arriving at the medical cannabis dispensary.

***SF Health Code article 33 requires compliance with Cal Health and Safety Code 11362.7 et seq., and the CA Attorney General Guidelines, issued in 2008. A permit to operate may be suspended or revoked if permittee is engaging in conduct regarding operating an MCD that violates state or local law.

TRAN CODE	INDEX CODE	SUB TOTAL
	PHCPMEDV6A	40914

40914

CITY & COUNTY OF SAN FRANCISCO
 DEPT. OF PUBLIC HEALTH

RECEIVED 2/11 2014

FROM Waterfall Wellness Health Center
1545 Ocean Ave

Application fee - OP4	4331	-
Fee external	110	-
Wells Fargo	4402	00

Cash
 Check 1029
 DEPARTMENT OF PUBLIC HEALTH
Clarkson
 PUBLIC HEALTH-RETAIN FILE CUSTOMER BILLING DISTRICT #



**State of California
Secretary of State**

53

N

Statement of Information

(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
in the office of the Secretary of State
of the State of California

APR 30 2012

1. CORPORATE NAME

Water Fall Wellness Coop Inc

See Secretary of State's records for exact entity name

2. CALIFORNIA CORPORATE NUMBER

C3308850

NF EC
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

1545 Ocean Ave San Francisco

CA 94112

4. MAILING ADDRESS OF THE CORPORATION

CITY

STATE ZIP CODE

1545 Ocean Ave San Francisco

C.A. 94112

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/ Director ADDRESS

CITY

STATE ZIP CODE

Daniel Mendez 1543 Ocean Ave S.F. C.A. 94112

6. SECRETARY ADDRESS

CITY

STATE ZIP CODE

Michael Pearson 1543 Ocean Ave S.F. C.A. 94112

7. CHIEF FINANCIAL OFFICER/ ADDRESS

CITY

STATE ZIP CODE

Daniel Mendez 1543 Ocean Ave S.F. C.A. 94112

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

Daniel Mendez

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY

STATE ZIP CODE

1543 Ocean Ave S.F. C.A.

CA 94112

Davis-Stirling Common Interest Development Act (California Civil Code section 1350, et seq.)

10. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act.

NOTE: Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code section 1383.6. Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

4-20-12

Daniel Mendez

President

[Signature]

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SSCPL81
CPOISTA3

STATUS INQUIRY

PAGE 1

01/31/14
18:09:10.3

NAME WATERFALL WELLNESS COOPERATIVE, INC

CORP NO C3308850 INC. DATE 07/21/2010 STATUS ACTIVE
DOMESTIC NONPROFIT CLASS OC
NO OF PAGES 07 ST/CTRY

STMT OF INFO (SI) RECENT SI C DATE 04/20/12 NO 0668113
PRIOR COMPLETE SI C DATE 04/19/12 NO EK60687

PRINCIPAL EXECUTIVE ADDR 1545 OCEAN AVE

CITY/ST/CNTRY SAN FRANCISCO

CALIFORNIA
ZIP 94112

CALIFORNIA ADDRESS

CITY

CA

MAILING ADDRESS

1545 OCEAN AVE

CITY/ST/CNTRY SAN FRANCISCO

CALIFORNIA
ZIP 94112

CEO NAME DANIEL MENDEZ
ADDRESS 1543 OCEAN AVE

CITY/ST/CNTRY SAN FRANCISCO

CALIFORNIA
ZIP 94112

AGENT NAME DANIEL MENDEZ
ADDRESS 1543 OCEAN AVE

CITY SAN FRANCISCO

CA 94112

TYPE OF BUSINESS

ENTR=CONTINUE

PF2=HISTORY

PF3=BACK TO WORKSCREEN

PF10=MAIN MENU

PAUL R. PERDUE
State Bar No. 067105
369 Pine Street, Suite 820
San Francisco, CA 94104
415.291.0474

Attorney for Real Party in Interest
WATERFALL WELLNESS COOPERATIVE, INC.

BEFORE THE BOARD OF APPEALS
FOR THE CITY AND COUNTY OF SAN FRANCISCO

GREGORY SCHOEPP,	)	No. 14-103
)	
Appellant,	)	BRIEF OF REAL PARTY IN
	)	INTEREST
vs.)	
)	
DEPARTMENT OF PUBLIC HEALTH,	)	Hrng date: 07.23.2014
	)	Time: 5:00 PM
Respondent.)	
	)	Location:
	)	City Hall, Rm 416
WATERFALL WELLNESS COOPERATIVE,	)	1 Dr. Carlton B. Goodlett
INC.	)	Place
	)	San Francisco, CA 94102
Real Party in Interest)	
)	

Real Party in Interest and permit holder WATERFALL WELLNESS COOPERATIVE, INC., doing business as Waterfall Wellness Health Center, ("Waterfall Wellness"), submits the following brief in opposition to the appeal of appellant GREGORY SCHOEPP ("Schoepp") of the issuance of a provisional Medical Cannabis Dispensary Permit ("the permit") on May 23, 2014 to Waterfall Wellness by respondent Department of Public Health("DPH"):

//

INDEX OF EXHIBITS

Waterfall Wellness submits the following exhibits in support of this brief:

- A. Articles of Incorporation, (filed July 21, 2010 with the California Secretary of State); and Bylaws (dated January 2, 2013) for Waterfall Wellness;
- B. Business Agreement, dated November 9, 2011;
- C. Miscellaneous Minutes of the Board of Directors of Waterfall Wellness;
- D. Schoepp Application for Permit to Operate a Medical Cannabis Dispensary, dated February 11, 2013;
- E. Letter, dated May 16, 2013, from Laura Drossman to Schoepp; letter, dated January 10, 2014, from Laura Drossman to Pankaj Shah;
- F. Board of Equalization Billing and Refund Notice, dated June 11, 2014;
- G. Complaint for Damages for Conversion; for Possession of Personal Property, in Waterfall Wellness v. Gregory Schoepp, San Francisco Superior Court no. CGC 14-537946; and
- H. Letters (approximately 40) from neighboring merchants in support of Waterfall Wellness, and a petition with approximately 200 signatures of patients in support of Waterfall Wellness.

STATEMENT OF FACTS

Waterfall Wellness was incorporated in the State of California on July 21, 2010 by Schoepp.

At that time, Daniel Mendez ("Mendez") was associated with a dispensary, Nor Cal Herbal Relief, ("Nor Cal"), which operated under a DPH permit. Nor Cal operated from the premises at 1545 Ocean Avenue in San Francisco. The premises at 1545 Ocean Avenue is the premises from which Waterfall Wellness currently operates.

Shortly after Waterfall Wellness was incorporated, Schoepp and Mendez began a conversation concerning the integration of Nor Cal with Waterfall Wellness. These discussions culminated in a written Business Agreement, (i.e., Exhibit B), in November 2011 which was signed by Schoepp and Mendez. Pursuant to Exhibit B, Mendez became an officer and director of Waterfall Wellness, and Schoepp and Mendez expressly assumed joint managerial responsibilities for the operations of Waterfall Wellness.

In the Business Agreement, Schoepp and Mendez additionally agreed that Waterfall Wellness would assume certain liabilities of Nor Cal - including the delinquent taxes owed to the Board of Equalization ("BOE") by Waterfall Wellness.

This arrangement continued until July 2012. At that time, BOE was seeking to impose individual liability for the delinquent sales taxes of Nor Cal. (The Nor Cal sales tax issue since has been resolved with BOE. Waterfall Wellness is current with the payment of its taxes to BOE.) At a meeting of the Waterfall Wellness Board of Directors on July 13, 2012, rather than assume personal liability for the delinquent sales taxes of Nor Cal, Schoepp resigned as an officer and director of Waterfall Wellness, but continued as an employee. The written minutes of

that meeting are signed by Schoepp. (Exhibit C.)

In the interim, Schoepp has applied to DPH for a medical cannabis dispensary permit. (Exhibit D.) Schoepp's permit application is pending and is awaiting the outcome of his present appeal of DPH's issuance of a permit to Waterfall Wellness.

Since July, 2012, Waterfall Wellness discovered that Schoepp had misappropriated funds of the company and that Schoepp refused to return financial books and records of the company, (which would enable the company to file the necessary federal and state tax returns). Waterfall Wellness therefore initiated litigation in the San Francisco Superior Court, (i.e., Exhibit G), against Schoepp. The case currently is awaiting the assignment of a trial date, which is expected to be in early 2015.

DISCUSSION

Using information that he obtained only as a former insider of Waterfall Wellness, and presenting to this Board evidence dating back almost 7 years ago of conditions that long ago were corrected, Schoepp has cobbled together an appeal that ignores his own involvement and conceals his true motivations.

Despite his vague claims of forged documents, Schoepp cannot deny that he occupied an inside managerial position within Waterfall Wellness for a period of time. (See, e.g., Exhibit B.) How else can Schoepp explain how he came to possess copies of the Wells Fargo deposit receipts of January 11, 2014? While Schoepp tries to cast these deposits as a fraudulent or illegal activity, a moment's thought puts the transaction into its proper place.

First, the deposits were made pursuant to the bank's instructions since Waterfall Wellness was establishing a new banking relationship and needed several accounts for various purposes, (i.e., a payroll account, general account, etc.). Secondly, it will be noted that the deposit receipts have transaction numbers that run in a series. It is obvious, from the sequential numbering of the deposits, that all of the deposits were made at the same time - probably with the same teller. If, as Schoepp intimates, there was a federal currency violation, it is difficult to imagine how the teller would not have reported these transactions to the branch manager since the teller was handling almost \$79,000.00 in cash deposits in what amounted to several parts of one transaction. Having been informed by the teller, why wouldn't the manager or supervisor have generated a suspicious activity report if that were the case?

Schoepp's appeal also has included complaints dating back to 2007. It should go without saying that, whatever deficiencies may have existed in the past, these problems already have been corrected to the satisfaction of an objective body. The simple fact that DPH has issued a permit to Waterfall Wellness in May 2014 should say, if nothing else, that Waterfall Wellness at least meets the minimum requirements for a permit. Stated differently, if there were continuing problems with the business of Waterfall Wellness, why would DPH have issued a permit in May 2014? More importantly, why hasn't Schoepp presented evidence of existing violations or problem that escaped the attention of DPH?

Schoepp also has not brought to the Board's attention his own participation in the very conduct of which he presently complains. For example, Schoepp complains that Waterfall Wellness has only two directors in a violation of the Corporations Code. However, in the Business Agreement, Schoepp himself agreed that Waterfall Wellness should have only two directors. (In fact, Waterfall Wellness presently has more than two directors, and there are situations where the Corporations Code permits less than 3 directors.)

Finally, Schoepp's appeal has to be seen in its proper context. As appears from Exhibit D, Schoepp has applied for his own permit and is a potential business competitor to Waterfall Wellness. Moreover, the date of Schoepp's application is February 2013, almost a year before when Schoepp claims to have been "ousted" from Waterfall Wellness in January 2014. (A reasonable observer should question Schoepp's claim of an ouster. Based upon Schoepp's vigorous opposition to Waterfall Wellness permit application to DPH, and the ferocity of this appeal, it is plain that Schoepp has the resources and legal representation to fully protect his interests, and would not, as he suggests, meekly have been ousted.) There is ongoing litigation between Waterfall Wellness and Schoepp. This appeal, and the underlying objection to the Waterfall Wellness permit application to DPH, are simply part of that struggle. Schoepp is not the purely altruistic guardian of the public weal that he portrays himself. He is a business rival and his allegations, and cherry-picked

evidence, should be viewed in that context.

CONCLUSION

In deference to the volume of material to be reviewed by the Board, Waterfall Wellness has endeavored to present only a representative sampling of the available documentary evidence. For instance, Exhibit E consists of two letters from the attorney for Waterfall Wellness. There are many, many more emails and correspondence which make the point of an underlying and lengthy dispute with Schoepp concerning the operation of Waterfall Wellness. Likewise, Exhibit H is not the sum total of the support for the issuance of the permit to Waterfall Wellness. It is a representative and compelling sampling.

For the same reason, Waterfall Wellness has endeavored not to labor this Board with a point by point refutation of the allegations made by Schoepp. Rather, Waterfall Wellness hopefully has demonstrated that, by these few examples, Schoepp's contentions are without merit and of dubious origin.

Based upon the foregoing, Waterfall Wellness respectfully urges that Schoepp's appeal of the DPH permit to Waterfall Wellness be denied, and that DPH's issuance of the permit to Waterfall Wellness be affirmed.

Dated: July 17, 2014

Respectfully submitted,

/s/ PAUL R. PERDUE

PAUL R. PERDUE

Attorney for Real Party in Interest
WATERFALL WELLNESS HEALTH CENTER

PROOF OF SERVICE BY OVERNIGHT COURIER

I declare that I am over the age of eighteen (18) years and not a party to the within entitled cause. My business address is 369 Pine Street, Suite 820, San Francisco, California 94104. On July 17, 2014, I served the attached BRIEF OF REAL PARTY IN INTEREST * * * on the parties in said cause, by Federal Express, by placing a true copy thereof in an envelope or package designated by Federal Express, with delivery fees paid or provided for, addressed as follows:

D. Dorji Roberts
Weems Law Offices
769 Center Blvd., PMB 38
Fairfax, CA 94930

Aleeta Maria VanRunkle
206 City Hall
San Francisco, CA 94102

and that, on that date, the envelope(s) or package(s) was (were) sealed and deposited in a box or other facility regularly maintained by Federal Express, or delivered to an authorized courier or driver authorized by Federal Express to receive documents.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration is executed on July 17, 2014, in San Francisco, California.

_____/s/ ADA MAK_____
ADA MAK

3308850

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

JUL 21 2010

ARTICLE OF INCORPORATION

OF

WATERFALL WELLNESS COOPERATIVE, INC

I

[NAME]

The name of the Cooperative shall be the WATERFALL WELLNESS COOPERATIVE, INC hereinafter known as the "Cooperative"

II

[PURPOSE]

This corporation is cooperative corporation organizes under the 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." The Cooperative is formed for the purpose of engaging in any activity connected with any one or more of the following activities:

- (1) The cultivating, harvesting, preserving, drying, processing, canning, packing, grading, storing, handling, transporting, distributing and utilization of any product of its members, or the manufacturing or making of by-products of any product of its members, for the sole and exclusive use, care and benefit of the Cooperative members;
- (2) The manufacturing, distributing or supplying to its Cooperative members of the machinery, equipment, supplies, educational materials or other necessities required to assist in the facilitation of those activities enunciated above;
- (3) The hiring, employment or retention of the other third parties who may not be Cooperative members for the purpose of performing the above activities for those medically or physically unable to perform such activities, which said third parties shall be paid an agreed upon wage for one or more of the Cooperative members.
- (4) Acquire lawful product, possess and distribute to the Cooperative members as defined in California Health & Safety Code Sections 11362.765 and 11362.775 et seq.
- (5) The financing of any of the above activities.
- (6) The earning and savings of the Cooperative will be used for the general welfare of its members or equitably distributed to the Cooperative members in the form of cash, property, credits or services.

III
[PRINCIPAL OFFICE]

The County where the principal office for the transaction of business of the Cooperative is to be located is Marin County, California

IV

[INITIAL AGENT FOR SERVICE OF PROCESS]

The name of the Corporation's initial agent for the service of process is Gregory Schoepp. The agent is natural person and his address for service of process is:

GREGORY SCHOEPP
3619 Balboa Street
San Francisco, CA 94121

V

[DIRECTORS]

The Cooperative shall have three Directors. The Directors shall Cooperatively as the Board of Directors, Qualification to serve on the Board of Directors shall be set forth in the By-Laws and shall require at a minimum that all said directors be qualified patients as same are defined in Health and Safety Code Sections 1136.25 et seq.

The Name and Address of the persons who are to serve as the initial Director of the Cooperative are as follows;

Gregory Schoepp 3619 Balboa Street, San Francisco, CA 94121

VI
[VOTING RIGHTS]

The voting rights of each member of the Cooperative shall be unequal and shall be determined and fixed in accordance with following general rule applicable to all members of the Cooperative:

Each member shall have one vote for Five Hundred dollars [\$500.00] of initial investment capital towards the planting, cultivation, care, harvesting and preparation of the medical marijuana, shall not exceed the legally permitted quantity allocated to each member.

VII
[REVOLVING FUNDS]

To provide funds for effecting Cooperative purposes, The Cooperative may collect or retain from members for its own use sums to be determined from time to time by the Board of Directors of the Cooperative, in accordance with any applicable provisions contained in the By-Laws. Pursuant to those provisions, retained funds shall be placed in one or more Cooperative funds called "Revolving Funds" to the credit of respective members from whom collected or retained, and each member shall be entitled to credit referenced to as a "Revolving Fund Credit" for the amount collected or retained from the member. Revolving Fund Credit shall be repayable out of monies in any revolving fund not required for the use of the Cooperative at that time, with the priorities and upon the conditions provided in the By-Laws of the Cooperative.

Revolving Fund Credits may also be set up on the books of the Cooperative and admitted by the Cooperative in payment for property purchased, leased or otherwise used by the Cooperative at the cost to the Cooperative, or as consideration for monies loaned or advanced by the Cooperative, the principal of which shall be payable solely and exclusively out of the monies in the revolving fund and credited in the same manner as retained funds.

Interest on retained monies in the Revolving Fund shall be accredited to the account of the effected members only to the extent the actual interest is earned on said monies, as may be hereafter provided for in the bylaws.

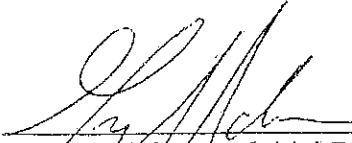
IX

[POWERS]

In order for it to carry out the purposes for which it was formed , the Cooperative shall have and may exercise each and every power, privilege, right and immunity now or hereafter authorized for a corporation organized and existing pursuant to California Corporation Code §12310(b), including but not limited to those rights, powers and privileges provided for under Health and Safety Code Section 11362.5 and 11362.7(f), et seq with respect to the designation of a primary care-giver by a recognized and qualified medical marijuana patient.

The Cooperative have the additional authority to retain, employ or engage other third parties to act for and on behalf of its members at any time as many be required to carry out the functions of said Cooperative provided that each and every aforesaid third party shall either be a qualified patient within the context of Section 11362.5, or a previously designated care-giver for one or more of the Cooperative members.

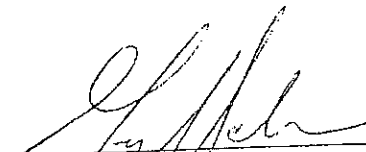
IN WITNESS WHEREOF, we have hereunto set our hands this 9th days of July, 2010 in the County of San Francisco, California:



Gregory Schoepp, Initial Director

DECLARATION

It is hereby declared that I am the person who executed this instrument, which is my act and deed.



Gregory Schoepp

Executed: JULY 9th - 10

BYLAWS
OF
WATERFALL WELLNESS COOPERATIVE, INC.

Section 5.09	SPECIAL MEETINGS.....	6
Section 5.10	QUORUM AND ACTION.....	6
Section 5.11	ACTION BY CONSENT.....	7
Section 5.12	COMPENSATION.....	7
Section 5.13	COMMITTEES.....	7
Section 5.14	OFFICERS OF THE BOARD.....	7
Article VI	OFFICERS.....	7
Section 6.01	OFFICERS.....	8
Section 6.02	ELECTION AND TERM.....	8
Section 6.03	SUBORDINATE OFFICERS.....	8
Section 6.04	REMOVAL AND DESIGNATION.....	8
Section 6.05	VACANCIES.....	8
Section 6.06	CHAIRMAN OF THE BOARD.....	8
Section 6.07	CHIEF EXECUTIVE OFFICER.....	8
Section 6.08	PRESIDENT.....	8
Section 6.09	VICE PRESIDENT.....	9
Section 6.10	SECRETARY.....	9
Section 6.11	TREASURER.....	10
Section 6.12	COMPENSATION.....	10
Article VII	CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS.....	10
Section 7.01	EXECUTION OG CONTRACTS.....	10
Section 7.02	CHECKS, DRAFTS, ETC.....	10
Section 7.03	DEPOSIT.....	10
Section 7.04	GENERAL AND SPECIAL BANK ACCOUNTS.....	10
Article VIII	MEMBERSHIP INTEREST, NON-TRANSFERABLE.....	10
Section 8.01	MEMBERSHIP INTEREST CERTIFICATES.....	10
Section 8.02	RESTRICTIONS ON TRANSFER.....	10
Article IX	INDEMNIFICATION.....	10
Section 9.01	ACTIONS OTHER THAN BY OR IN THE RIGHT OF THE CORPORATION.....	11
Section 9.02	ACTIONS BY OR IN THE RIGHT OF THE CORPORATION.....	11

Section 9.03	DETERMINATION OF RIGHT OF INDEMNIFICATION	12
Section 9.04	INDEMNIFICATION AGAINST EXPENSES OF SUCCESSFUL PARTY	12
Section 9.05	ADVANCE OF EXPENSES	12
Section 9.06	OTHER RIGHTS AND REMEDIES.....	12
Section 9.07	INSURANCE.....	12
Section 9.08	TERM.....	12
Section 9.09	SEVERABILITY.....	12
Article X	MISCELLANEOUS	13
Section 10.01	FISCAL YEAR	13
Section 10.02	SEAL	13
Section 10.03	WAIVER OF NOTICES	13
Section 10.04	LOANS AND GUARANTIES	13
Section 10.05	GENDER	13
Section 10.06	FORM OF RECORDS	13
Section 10.07	AMENDMENTS.....	13

BYLAWS

OF

WATERFALL WELLNESS COOPERATIVE, INC.

a California corporation

ARTICLE I

NAME AND PURPOSE

Section 1.01 NAME. The name of this corporation shall be "WATERFALL WELLNESS COOPERATIVE, INC." and shall be organized pursuant to the laws of the State of California (hereinafter called the "Corporation").

Section 1.02 PURPOSE. The purpose and mission of this Corporation shall be to operate as a not-for-profit cooperative, democratically controlled and not organized to make a profit for itself or for its members, as such, but primarily for its Members as patrons. The earnings and savings of the Corporation must be used for the mutual benefit of its Members or equitably distributed to Members in the form of cash, property, credits or services.

ARTICLE II

OFFICES

Section 2.01 REGISTERED OFFICE. The registered office of the Corporation shall be at such place in the State of California as shall be designated by the Board of Directors (hereinafter called the "Board").

Section 2.02 PRINCIPAL OFFICE. The principal office for the transaction of the business of the Corporation shall be at such location, within the State of California, as shall be designated by the Board.

Section 2.03 OTHER OFFICES. The Corporation may also have an office or offices at such other place or places, within the State of California, as the Board may from time to time determine or as the business of the Corporation may require.

ARTICLE III

MEMBERS

Section 3.01 RESTRICTIONS ON MEMBERSHIP. The rules and restrictions pursuant to The Compassionate Use Act of 1996, as amended, and the Medical Marijuana Program Act, as amended, shall limit membership in the Corporation. To that end, only persons evidencing proof of voluntary registration under California law and/or proof of written

recommendation for medical marijuana from a licensed physician shall be qualified to join as a member of the Corporation.

ARTICLE IV

MEETINGS OF MEMBERS

Section 4.01 ANNUAL MEETINGS. Annual meetings of the Members of the Corporation for the purpose of electing directors and for the transaction of such other proper business as may come before such meetings shall be held at such time, date and place as the Board shall determine by resolution.

Section 4.02 SPECIAL MEETINGS. Special meetings of the Members of the Corporation for any purpose or purposes may be called at any time by the Board, or by a committee of the Board which has been duly designated by the Board and whose powers and authority, as provided in a resolution of the Board or in the Bylaws, include the power to call such meetings, or by one or more Members holding interest in the aggregate entitled to cast not less than 75% of the votes at that meeting, but such special meetings may not be called by any other person or persons; provided, however, that if and to the extent that any special meeting of Members may be called by any other person or persons specified in any provisions of the Articles of Incorporation or any amendment thereto, then such special meeting may also be called by the person or persons, in the manner, at the time and for the purposes so specified.

Section 4.03 PLACE OF MEETINGS. All meetings of the Members shall be held at such places, within the State of California, as may from time to time be designated by the person or persons calling the respective meetings and specified in the respective notices or waivers of notice thereof.

Section 4.04 NOTICE OF MEETINGS. Except as otherwise required by law, notice of each meeting of the Members, whether annual or special, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Member of record entitled to vote at such meeting by delivering a typewritten or printed notice thereof to the Member personally, or by depositing such notice in the United States mail, in a postage prepaid envelope, directed to the address furnished by the Member to the Secretary of the Corporation for such purpose or, if not furnished to the Secretary for such purpose, then the address last known to the Secretary, or by transmitting a notice thereof at such address by telegraph, cable or wireless. Except as otherwise expressly required by law, no publication of any notice of a meeting of the Members shall be required. Every notice of a meeting of the Members shall state the place, date and hour of the meeting, and, in the case of a special meeting shall also state the purpose or purposes for which the meeting is called. Except as otherwise expressly required by law, notice of any adjourned meeting of the Members need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

No notice need be given to any person with whom communication is unlawful, nor shall there be any duty to apply for any permanent or license to give notice to any such person.

Section 4.05 ADJOURNMENTS. Any meeting of Members, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting.

Section 4.06 QUORUM. Except as provided by law, the Corporation's Articles of Incorporation, or these Bylaws, the Members of record of a majority in voting interest of the interests of the Corporation entitled to be voted, present in person or by proxy, shall constitute a quorum for the transaction of business at any meeting of the Members of the Corporation or any adjournment thereof. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. In the absence of a quorum at any meeting or any adjournment thereof, a majority in voting interest of the Members present in person or by proxy and entitled to vote thereat or, in the absence thereof of all the Members, any officer entitled to preside at or to act as secretary of such meeting may adjourn such meeting from time to time. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 4.07 VOTING.

(a) Except as otherwise provided in the Corporation's Articles of Incorporation, at each meeting of the Members each Member shall be entitled to cast one (1) vote in person or by proxy on the matter in question and which shall have been held only by the Member and registered in such persons name on the books of the Corporation.

(b) Any such voting rights may be exercised by the Member entitled thereto in person or by proxy appointed by an instrument in writing, subscribed by such Member or by such Members' attorney authorized and delivered to the secretary of the meeting; provided, however, that no proxy shall be voted or acted upon after three years from its date unless said proxy shall provide for a longer period. The attendance at any meeting of a Member who may theretofore have given a proxy shall not have the effect of revoking the proxy unless Member provides written notice to the Corporation expressly revoking the proxy. At any meeting of the Members all matters, except as otherwise provided in the Articles of Incorporation, in these Bylaws or by law, shall be decided by the vote of a majority in voting interest of the Members present in person or by proxy and entitled to vote therein. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. The vote at any meeting of the Members on any question need not be by ballot, unless so directed by the chairman of the meeting. On a vote by ballot, each ballot shall be signed by the Member voting, or by proxy, if there be such proxy.

Section 4.08 INSPECTOR OF ELECTION. If at any meeting of the Members a vote by written ballot shall be taken on any question, the chairman of such meeting may appoint, and shall appoint if required by law, one or more inspectors of election to act with respect to such vote. Each inspector so appointed shall first subscribe an oath faithfully to execute the duties of an inspector at such meeting with strict impartiality and according to the best of his ability. Such inspectors shall decide upon the qualification of the voters and shall report the number of

Members represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and, when the voting is completed, shall ascertain and report the number of votes for and against the question. Reports of the inspectors shall be in writing and subscribed and delivered by them to the Secretary of the Corporation. Inspectors must be Members of the Corporation, and any officer of the Corporation may be an inspector on any question other than a vote for or against a proposal in which the officer has a material interest. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 4.09 MEMBER ACTION WITHOUT MEETINGS. Any action required by the General Corporation Law of the State of California to be taken at any annual or special meeting of the Members, or any action which may be taken at any annual or special meeting of the Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

Section 4.10 RECORD DATE. In order that the Corporation may determine the Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which record date: (i) in the case of determination of Members entitled to vote at any meeting of Members or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (ii) in the case of determination of Members entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board; and (iii) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (i) the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (ii) the record date for determining Members entitled to express consent to corporate action in writing without a meeting when no prior action of the Board is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, or, if prior action by the Board is required by law, shall be at the close of business on the day on which the Board adopts the resolution taking such prior action; and (iii) the record date for determining Members for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01 GENERAL POWERS. The property, business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all of the powers of the Corporation, except such as are by the Articles of Incorporation, by these Bylaws or by law conferred upon or reserved to the Members.

Section 5.02 NUMBER AND TERM. The authorized number of directors of the Corporation shall consist of two or more members and shall be established from time to time by the Board. Each director shall hold office until a successor is elected and qualified or until the director's resignation, disqualification, removal (with cause), or earlier death.

Section 5.03 ELECTION OF DIRECTORS. The directors shall be nominated and elected only by a majority vote of the remaining directors in good standing with the Corporation, although less than a quorum, or by a sole remaining director. The directors shall be elected by the directors of the Corporation.

Section 5.04 RESIGNATION AND REMOVAL. Any director of the Corporation may resign at any time upon sixty (60) days prior notice given in writing or by electronic transmission to the Board or to the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein, or, if the time is not specified, it shall take effect immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.05 VACANCIES. Except as otherwise provided in the Articles of Incorporation, any vacancy in the Board, whether because of death, resignation, disqualification, an increase in the number of directors, or any other cause, may be filled solely by vote of the majority of the remaining directors, although less than a quorum, or by a sole remaining director. Each director so chosen to fill a vacancy shall hold office until the successor shall have been elected and shall qualify or until such person shall resign or shall have been removed. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his/her term of office.

Upon the resignation of one or more directors from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided hereinabove in the filling of other vacancies.

Section 5.06 PLACE OF MEETING. The Board may hold any of its meetings at such place or places within the State of California as the Board may from time to time by resolution designate or as shall be designated by the person or persons calling the meeting or in the notice or waiver of notice of any such meeting. The Board may participate in any regular or special meeting by means of conference telephone, internet or similar communications equipment pursuant to which all persons participating in the meeting of the Board can hear each other, and such participation shall constitute presence in person at such meeting.

Section 5.07 FIRST MEETING. The Board shall meet as soon as practicable after each annual election of directors and notice of such first meeting shall not be required.

Section 5.08 REGULAR MEETINGS. Regular meetings of the Board must be held within the State of California at such times as the Board shall from time to time by resolution determine. If any day fixed for a meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting shall be held at the same hour and place on the next succeeding business day that is not a legal holiday. Except as provided by law, notice of regular meetings need not be given.

Section 5.09 SPECIAL MEETINGS. Special meetings of the Board may be called at any time by the Chairman of the Board or the President or by any two (2) directors, to be held at the principal office of the Corporation, or at such other place or places, within the State of California, as the person or persons calling the meeting may designate.

Notice of the time and place of special meetings shall be given to each director either (i) by mailing or otherwise sending to him a written notice of such meeting, charges prepaid, addressed to him at his address as it is shown upon the records of the Corporation, or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held, at least seventy-two (72) hours prior to the time of the holding of such meeting; or (ii) by oral or electronic notice of such meeting at least forty-eight (48) hours prior to the time of the holding of such meeting. Either of the notices as above provided shall be due, legal and personal notice to such director.

Section 5.10 QUORUM AND ACTION. Except as otherwise provided in these Bylaws or by law, the presence of a majority of the authorized number of directors shall be required to constitute a quorum for the transaction of business at any meeting of the Board, and all matters shall be decided at any such meeting, a quorum being present, by the affirmative votes of a majority of the directors present. In the absence of a quorum, a majority of directors present at any meeting may adjourn the same from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given. The directors shall act only as a Board, and the individual directors shall have no power as such.

Section 5.11 ACTION BY CONSENT. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing or by electronic transmission(s), and such written consent or electronic transmission(s) are filed with the minutes of proceedings of the Board or such committee. Such action by written consent or electronic transmission shall have the same force and effect as the unanimous vote of such directors.

Section 5.12 COMPENSATION. No stated salary need be paid to directors, as such, for their services but, as fixed from time to time by resolution of the Board, the directors may receive directors' fees, compensation and reimbursement for expenses for attendance at directors' meetings, for serving on committees and for discharging their general duties; provided that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

Section 5.13 COMMITTEES. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or

not the members present constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board conducts its business pursuant to these Bylaws. Any such committee shall keep written minutes of its meetings and report the same to the Board when required.

Section 5.14 OFFICERS OF THE BOARD. A Chairman of the Board or a Vice Chairman may be appointed from time to time by the Board and shall have such powers and duties as shall be designated by the Board.

ARTICLE VI

OFFICERS

Section 6.01 OFFICERS. The officers of the Corporation shall be a President, a Secretary and a Treasurer. The Corporation may also have, at the discretion of the Board, a Chairman of the Board, a Chief Executive Officer, one or more Vice Presidents, one or more Assistant Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers and such other officers as may be appointed in accordance with the provisions herein. The same person may hold any number of offices. The salaries of all officers of the Corporation shall be fixed from time to time by the Board.

Section 6.02 ELECTION AND TERM. The officers of the Corporation, except such officers as may be appointed in accordance with the provisions herein, shall be chosen annually by the Board, and each shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve, or until a successor shall be elected and qualified.

Section 6.03 SUBORDINATE OFFICERS. The Board may appoint, or may authorize the President or Chief Executive Officer, if any, to appoint, such other officers as the business of the Corporation may require, each of whom shall have such authority and perform such duties as are provided in these Bylaws or as the Board, the President or the Chief Executive Officer, if any, from time to time may specify, and shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve.

Section 6.04 REMOVAL AND RESIGNATION. Any officer may be removed, with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board, by the President or Chief Executive Officer, if any, upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Board, the Chairman of the Board, the President, the Chief Executive Officer or the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at

any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.05 VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the Bylaws for the regular appointments to such office.

Section 6.06 CHAIRMAN OF THE BOARD. The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned by the Board of Directors or prescribed by the Bylaws. If there is no Chief Executive Officer or President, the Chairman of the Board shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed herein.

Section 6.07 CHIEF EXECUTIVE OFFICER. The Chief Executive Officer, if such an officer be elected, shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the Corporation. In the absence or disability of the Chairman of the Board, or if no such officer is elected, the Chief Executive Officer shall preside at all meetings of shareholders and the Board of Directors. The Chief Executive Officer shall have the general powers and duties of management usually vested in the chief executive officer of a corporation, and shall have such other powers and duties with respect to the administration of the business and affairs of the Corporation as may from time to time be assigned to him by the Board of Directors or as prescribed by the bylaws.

Section 6.08 PRESIDENT. Subject to such supervisory powers as may be given by the Board of Directors to the Chairman of the Board or the Chief Executive Officer, if there be such officers, the President shall have the general powers and duties of management usually vested in the office of president of a corporation and shall have such other powers and duties as may from time to time be prescribed by the Board of Directors or Chief Executive Officer, if any, or as prescribed by the bylaws. If there is no Chief Executive Officer, the President shall be the chief executive officer of the corporation and shall have the powers and duties prescribed herein.

Section 6.09 VICE PRESIDENT. The Vice President(s), if any, shall exercise and perform such powers and duties with respect to the administration of the business and affairs of the Corporation as from time to time may be assigned to each of them by the President, by the Chief Executive Officer, if any, by the Chairman of the Board, if any, by the Board or as is prescribed by the Bylaws. In the absence or disability of the President and Chief Executive Officer, if any, the Vice Presidents, in order of their rank as fixed by the Board, or if not ranked, the Vice President designated by the Board, shall perform all of the duties of the President and when so acting shall have all of the powers of and be subject to all the restrictions upon the President.

Section 6.10 SECRETARY. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office for the transaction of the business of the Corporation, or such other place as the Board may order, of all meetings of directors and Members, with the time and place of holding, whether regular or special, and if special, how authorized and the notice thereof given, the names of those present at directors' meetings, the number of Members present and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office for the transaction of the business of the Corporation, a share register, or a duplicate share register,

showing the names of the Members and their addresses, the number and classes, if any, of votes held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all the meetings of the Members and of the Board required by these Bylaws or by law to be given, and shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws. If for any reason the Secretary shall fail to give notice of any special meeting of the Board called by one or more of the persons identified in these Bylaws, or fail to give notice of any special meeting of the Members called by one or more of the persons identified in these Bylaws, then any such person or persons may give notice of any such special meeting.

Section 6.11 TREASURER. The Treasurer shall keep and maintain or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and membership interests. The books of account at all reasonable times shall be open to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the President, to the Chief Executive Officer, if any, and to the directors, whenever they request it, an account of all of all business transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 6.12 COMPENSATION. The Board shall fix the compensation of the officers of the Corporation, if any, from time to time.

ARTICLE VII

CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

Section 7.01 EXECUTION OF CONTRACTS. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board or by these Bylaws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount. Notwithstanding the foregoing, the President, or such other person as the President and/or Chief Executive Officer, if any, shall have authority to enter into contracts which are usual and customary in the ordinary course of the Corporation's business on behalf of the Corporation.

Section 7.02 CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board. Each such person shall give such bond, if any, as the Board may require.

Section 7.03 DEPOSIT. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select, or as may be selected by any officer or officers, assistant or assistants, agent or agents, attorney or attorneys, of the Corporation to whom such power shall have been delegated by the Board. For the purpose of deposit and for the purpose of collection for the account of the Corporation, the President, the Chief Executive Officer, any Vice President or the Treasurer (or any other officer or officers, assistant or assistants, agent or agents, or attorney or attorneys of the Corporation who shall be determined by the Board from time to time) may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Corporation.

Section 7.04 GENERAL AND SPECIAL BANK ACCOUNTS. The Board from time to time may authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board may select or as may be selected by an officer or officers, assistant or assistants, agent or agents, or attorney or attorneys of the Corporation to whom such power shall have been delegated by the Board. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as it may deem expedient.

ARTICLE VIII

MEMBERSHIP INTEREST CERTIFICATES, NON-TRANSFERABLE

Section 8.01 CERTIFICATES FOR MEMBERSHIP INTEREST. Every Member of the Corporation may receive a certificate or certificates, in such form as the Board shall prescribe, if any, certifying membership in the Corporation. The certificates shall be signed in the name of the Corporation by the Chairman of the Board, the President or a Vice President and by the Secretary or an Assistant Secretary or by the Treasurer or an Assistant Treasurer. A record shall be kept of the respective names of the persons with a Membership interest and the respective dates thereof, and in case of cancellation, the respective dates of cancellation.

Section 8.02 RESTRICTIONS ON TRANSFER. Notwithstanding anything to the contrary contained in this Agreement, Membership in the Corporation *may not* be assigned, sold or otherwise transferred if such assignment, sale or other transfer is prohibited by law or is not effected in compliance with any and all applicable state laws and regulations or would result in a termination of the Corporation for any purpose.

Section 8.03 LOST, STOLEN, DESTROYED AND MUTILATED CERTIFICATES. In any case of loss, theft, destruction, or mutilation of any certificate of Membership, another may be issued in its place upon proof of such loss, theft, destruction, or mutilation and upon the giving of a bond of indemnity to the Corporation in such form and in such sums as the Board may direct; provided, however, that a new certificate may be issued without requiring any bond when, in the judgment of the Board, it is proper to do so.

ARTICLE IX

INDEMNIFICATION

Section 9.01 ACTIONS OTHER THAN BY OR IN THE RIGHT OF THE CORPORATION. The Corporation may indemnify any person – on a case by case basis and within the sole discretion of the Board of Directors - who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that the conduct was lawful.

Section 9.02 ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The Corporation may indemnify any person – on a case by case basis - who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, or employee of the Corporation, actually and reasonably incurred in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation.

Section 9.03 DETERMINATION OF RIGHT OF INDEMNIFICATION. Any indemnification under Section 9.01 or 9.02 of these Bylaws shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer or employee is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 9.01 and 9.02 of these Bylaws. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Section 9.04 INDEMNIFICATION AGAINST EXPENSES OF SUCCESSFUL PARTY. Notwithstanding the other provisions of this Article IX, to the extent that a director, officer, or employee of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.01 or 9.02 of these Bylaws, or in defense of any claim, issue or matter therein, he or she may be indemnified – upon approval by the Board of Directors - against expenses (including reasonable attorneys' fees) actually and reasonably incurred in connection therewith.

Section 9.05 ADVANCE OF EXPENSES. Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the Corporation

to the fullest extent permitted by law in advance of the final disposition of such action, suit or proceeding as authorized by the Board upon receipt of an undertaking by or on behalf of the director or officer, to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article IX. Such expenses incurred by other employees may be so paid upon such terms and conditions, if any, as the Board deems appropriate.

Section 9.06 OTHER RIGHTS AND REMEDIES. The indemnification and advancement of expenses provided by, or granted pursuant to, pursuant to the other Sections of this Article IX shall not be deemed exclusive and are declared expressly to be nonexclusive of any other rights to which those seeking indemnification or advancements of expenses may be entitled under any bylaw, agreement, vote of Members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 9.07 INSURANCE. Upon resolution passed by the Board, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or arising out of the persons status as such, whether or not the Corporation would have the power to indemnify such same person against such liability under the provisions of this Article IX.

Section 9.08 TERM. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article IX shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 9.09 SEVERABILITY. If any part of this Article IX shall be found, in any action, suit or proceeding or appeal therefrom or in any other circumstances or as to any particular officer, director, employee or agent to be unenforceable, ineffective or invalid for any reason, the enforceability, effect and validity of the remaining parts or of such parts in other circumstances shall not be affected, except as otherwise required by applicable law.

ARTICLE X

MISCELLANEOUS

Section 10.01 FISCAL YEAR. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 10.02 SEAL. The Board shall provide a corporate seal, which shall be in the form of a circle and shall bear the name of the Corporation and words and figures showing that the Corporation was incorporated in the State of California and showing the year of incorporation.

Section 10.03 WAIVER OF NOTICES. Whenever notice is required to be given under any provision of these bylaws, the Articles of Incorporation or by law, a written waiver, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a

waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members, directors, or members of a committee of directors need be specified in any written waiver of notice unless required by the Articles of Incorporation.

Section 10.04 LOANS AND GUARANTIES. The Corporation may lend money to, or guarantee any obligation of, and otherwise assist any officer or other Member of the Corporation, including any officer who is a director, whenever, in the judgment of the Board, such loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty, or other assistance may be with or without interest, and may be unsecured or secured in such manner as the Board shall approve.

Section 10.05 GENDER. All personal pronouns used in these Bylaws shall include the other genders, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 10.06 FORM OF RECORDS. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time.

Section 10.07 AMENDMENTS. These Bylaws, or any of them, may be rescinded, altered, amended or repealed, and new Bylaws may be made (i) by the Board, by vote of a majority of the number of directors then in office as directors, acting at any meeting of the Board or (ii) by the Members, by the vote of a majority of the Members of the Corporation, at an annual meeting of Members, without previous notice, or at any special meeting of Members, provided that notice of such proposed amendment, modification, repeal or adoption is given in the notice of special meeting. Any Bylaw made or altered by the Members may be altered or repealed by the Board or may be altered or repealed by the Members.

CERTIFICATE OF SECRETARY

The undersigned certifies that:

(1) The undersigned is a duly elected and acting Board Member of WATERFALL WELLNESS COOPERATIVE, INC., a California corporation; and

(2) The foregoing Bylaws constitute the Bylaws of the Corporation as duly adopted by Unanimous Written Consent of the Board of Directors effective as of 1/2/2012 ~~2012~~

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 2nd day of January, ~~2012~~ 2012

[Signature] 1/2/12
_____, Board Member

Daniel Mendez

_____, Board Member

[Signature] 1-2-12
_____, Board Member
GREGORY J. SCHIEPP

ACKNOWLEDGMENT

THE STATE OF CALIFORNIA
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, _____ by _____, a Board Member of the corporation and is known by me or has been demonstrated by sufficient evidence to be the person represented.
(Notary Seal)

My Commission Expires:

Notary Public in and for the
State of California

SEE ATTACHED CA AKM [Signature]

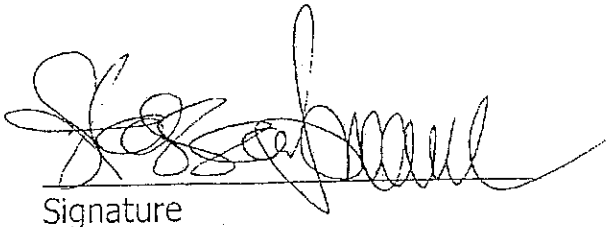
Printed name of Notary

ALL PURPOSE ACKNOWLEDGEMENT CALIFORNIA

STATE OF CALIFORNIA ()
COUNTY OF SAN FRANCISCO)

On Monday, January 02, 2012 before me Hasan Imam, (Notary Public)
Personally Appeared **DANIEL MENDEZ AND GREGORY J. SCHOEPP** who
proved to me on the basis of satisfactory evidence to be the persons whose
names are subscribed to the within instrument and acknowledged to me that
they executed the same in their authorized capacities, and that by **their**
signatures on the instrument the persons, or the entity upon behalf of which the
persons acted, executed the instrument.

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


Signature



WITNESS my hand and official seal.

OPTIONAL INFORMATION

Though the data below is not required by law, it may prove valuable to persons relying on the
document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT

Bylaws of waterfall wellness cooperative, inc.
TITLE OR TYPE OF DOCUMENT

17 (seventeen)
NUMBER OF PAGES

01/02/2012
DATE OF DOCUMENT

Business Agreement
Doing Business as
WaterFall Wellness Coop Inc.

Whereas Greg Schoepp and Daniel Mendez hereto will Become ShareHolders of WATERFALL WELLNESS COOPERATIVE, INC. Hereinafter known as the "Corp.". It is Hereby agreed When signed at the places indicated this agreement will enforce the terms herein until a formal agreement can be drawn and agreed to unanimously by the undersigned. The terms herein cannot be renegotiated and will be included in the final version.

It is expressly understood and agreed by all shareholders that the Corp. intends to conduct business as a permitted Medical Cannabis Dispensary located at 1545 Ocean Avenue, San Francisco California 94112 herein referred to as the Company.

The individuals involved in this agreement are :

1. Daniel Mendez; owner/Director of Nor Cal Herbal Relief Center Inc.
2. Greg Schoepp; owner/Director of WaterFall Wellness Cooperative Inc.

From hereon these individuals will be referred to as Partners, WATERFALL WELLNESS, INC will be referred to as the Company.

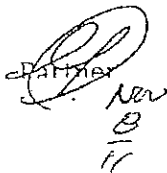
Agreement

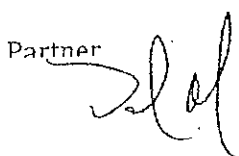
Greg Schoepp referred to as Partner will bring Three Hundred and Fifteen Thousand Dollars(\$315,000.00) of operating capitol as a loan to the Company.

Existing Company Debt Prior to this Agreement

Greg Schoepp, individually agree that the Company will assume the disclosed debt of Nor Cal Herbal Relief Center for the amount of Two Hundred and Twenty Five Thousand Dollars(\$225,000.00) of back taxes towards The Board of Equalization, Including Fourteen Thousand and Seven Hundred and Ten dollars and Forty Nine cents (\$14,710.49) of unpaid attorney fee's towards Royse Law Firm PC, and also Nineteen Thousand and Eight Hundred and Forty Nine Dollars and Ninety Nine Cents (\$19,849.99) of unpaid rent.

Daniel Mendez , Individually Agrees that any amount of excess of past Two Hundred and Twenty Five Thousand Dollars (\$225,000.00) of Back Board of Equalization debt and all past Vendor debt will be his responsibility to pay in its entirety, including Any undisclosed debt, of any kind that comes forth that may not be

Partner

11

Partner


included in this agreement will solely be the responsibility of Daniel Mendez. This will include any Federal corporate or income tax that may come due. Payments made prior to Board of Equalization funded by Greg Schoepp will be deducted from the (\$225,000.00) Two Hundred and Twenty Five Thousand Dollars.

Partner Compensation

Daniel Mendez, Greg Schoepp Agree that they're salary will not exceed each others until the Three Hundred and Fifteen Thousand dollars and zero cents (\$315,000.00) initial investment loan set on a payment plan is paid off. Each will receive a take home net salary not to exceed (\$6000.00) Six Thousand Dollars. If the Company's Partners would increase Salary or Compensation than any more monies past (\$6000.00) Six Thousand Dollars, that Daniel Should receive will be used to pay of Debt.

Partnership Agreements

Each Partner has the right to review the books and records of the Company and Any Affiliate Company. Independent Attorneys are advised for each Partner for advice of their legal right, duties and liabilities and formation of the Corp and drafting of corporate, employment and shareholders agreements. Each Partner should seek the advice of independent counsel of their choice in order to review each and every record and document concerning this agreement and the formation of such agreement and the Corp or any of the Affiliate Companies.

It is understood that there will be only two (2) shareholders/owners of the corp. Those individual's will be Daniel Mendez, and Greg Schoepp.

The Corp will enter into a lease agreement for the rental of 1545-1543 Ocean Avenue, San Francisco, California 94112.

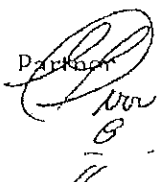
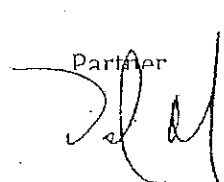
The Corp will issue stock once management/shareholder agreement gets drawn up.

The Above named Partners, shall forthwith form WaterFall Wellness Coop, INC which shall begin to operate the business on or about March 1st, 2011.

The Partners expressly agree to enter into a Shareholders' agreement at the time and further agree to obtain ratification of said agreement by the Directors and Officers of the Corp and to incorporate this agreement into said shareholders agreement.

Certificate of Incorporation

a.) The duration of the Corp. shall be perpetual.

Partner  Partner 

- b.) The number of Directors shall be Two (2); the presence of all directors shall be required in order to constitute a quorum at any meeting of the Board of Directors.
- c.) The number of shareholders shall be Two (2), Daniel Mendez, Greg Schoepp. Each Shareholder shall have a number of issued shares. Each Shareholder shall have shares to the company.
- d.) Each Shareholder shall be a Director
- e.) The Purpose of the Corp. shall to conduct and lawful business as recognized by the all purpose clause in California.
- f.) The Principal place of business shall be located at 1545-1543 Ocean Avenue, San Francisco, California 94112.
- g.) Corp, shall upon its formation, be funded with an amount of Three Hundred and Fifteen Thousand Dollars (\$315,000.00) of start of capitol, to provide adequate business expenditures and costs, such that it is solvent and adequately capitalized.
- h.) Corp shall have adequate insurance to provide for all foreseeable liability circumstances both for acts of negligence and accidents on premises and in the preparation of food and handling thereof, including primary and or secondary coverage for any outside contractors, delivery persons or services that interact with the general public off premises. It shall be the sole responsibility of the shareholders/directors/officers of Corp. to obtain such insurance.

Control

- A.)** The Directors shall be Daniel Mendez, Greg Schoepp, and they shall compose the Board..
- B.)** A unanimous vote of the Board of Directors shall carry all Corp resolutions and decisions affecting the status of Corp.
- C.)** Each of the Directors may also be Corp Officers.
- D.)** All bonuses and dividends shall be declared payable upon the discretion of the Board of Directors.
- E.)** If any of the parties hereto should decide to sell their interest in Corp, then such shareholder must offer his shares exclusively to Corp for 90 days as a right of first refusal at the then existing value of Corps In order for Corp to purchase those shares at the then existing Book Value of Corp's stocks as of the date of first notice. To determine the book value each partner shall appoint a qualified appraiser and they shall agree upon shares. Said purchase of shares to be paid by Corp on reasonable installment payments to the departing shareholder such that the Corp's financial interest is not sacrificed or endangered and its financial resources are not depleted, making Corp insolvent.
- F.)** Upon the death of any Partner/shareholder hereto, the next of kin, or assigned beneficiary or living trust shall inherit the shares of the Corp owned by the decedent.

Partner
Nov
8
11

Partner
Shaf

G.) The Corp shall not transfer or issue additional shares to any new shareholder who does not become a partner to this agreement and all of the terms and conditions as set forth herein shall be legally binding upon the Partners hereto.

The Parties Further Agree that:

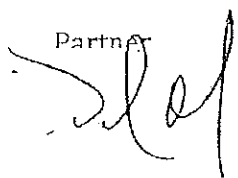
1. All Agreements contained herein are irrevocable unless resolved otherwise by a unanimous vote of all shareholders. The Partners further agree that if there is any conflict in the provisions of this Agreement, and any shareholder's agreement signed by the Partners herein concurrently or subsequently to this Agreement, the provisions of that Shareholder's Agreement shall be Controlling.
2. This Agreement may not be assigned by any of the Partners, except with the written consent of each of the others.
3. The Partners shall cause the Corp, upon its incorporation, to adopt this agreement and be bound by all of the terms and conditions herein hereof.
4. This Agreement shall be binding upon Daniel Mendez, Greg Schoepp signature.

IF THE BUSINESS HAS RESOURCES, the repayment of this loan takes precedent over all other payment issues including partner compensation exceeding the \$6000.00 take home salary and payments will be escalated to pay of this loan as quickly as possible. The same conditions apply to any additional capitol loans of the initial Three Hundred and Fifteen Thousand Dollars (\$315,000.00). All Payments to the repaying of these loans will be paid out of the Company as a regular expenditure.

Partner Compensation

Each Partner will receive compensation allowable by the laws governing the Companies status as a not-for-profit or mutual benefit corporation. Salaries for all partners will be delayed until the monthly obligations can be covered by sales revenue. The compensation for all partners including salary levels, raises and bonuses must be voted on and agreed to unanimously by all Directors.

Partner
Nov
8
11

Partner


Partner Responsibilities

All partners are responsible for the operation of all parts of the business. Each Partner will have a primary role but will be able to participate in all aspects of running the business. All decisions related to business operations will be subject to a unanimous vote by all Directors, company expenditure, buying and receiving medicine, including staffing, accounting, marketing, promotions, and patient relations.

It is Company duty to be responsible for any allowed legal cultivation of medicine.

All Partners are to disclose any of the Company onsite or offsite nursery in writing and brought up in first Company meeting, in order to have the Company consent.

Affiliate Support Companies

Any affiliate companies that are established to help with the operations of the Company will have the same percentage of ownership as the Company unless the Company has unanimously voted otherwise if affiliate companies are funded with other than the Partners monies to invest in the Affiliate Company. All of these decisions will be subject to a unanimous vote by all Directors.

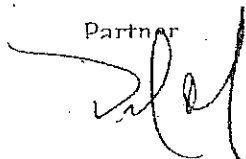
Loss of Lease

If the Company were to lose its lease at 1545 Ocean, and was unable to move its operations to a different location because of San Francisco regulations, this agreement will become non binding.

Executed this day November 9, 2011.


_____ Date _____
Daniel Mendez

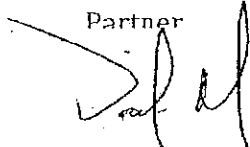
Partner

Partner



Greg Schoepp

Date NOV-9-11

Partner

NOV
9
11

Partner




Application for Permit to Operate a Medical Cannabis Dispensary

Date of Application: 2-11-13
 Dispensary Address: 1423 OCEAN AVE Zip Code: 94112
 Dispensary Name: TDD Dispensary Phone #: 415-298-0948
 Dispensary Operation Structure: Nonprofit Collective Nonprofit Cooperative - must be registered w/ state
 Dispensary Owner(s): (GREGORY J. SCHOEPP) COOPERATIVE TO BE FORMED.
 Legal Ownership Structure: Nonprofit Corporation* Corporation* Sole Proprietor Partnership
 Cooperative* Other _____
 (*submit a copy of Article of Incorporation)

Applicant/Operator(s) Name*	Age	ID# and ID Type	Home Address
1. <u>GREGORY J. SCHOEPP</u>		[REDACTED]	[REDACTED]
(title, if corporate)		(ID type)	
2. _____			
(title, if corporate)		(ID type)	
Manager(s):*			
(Attach additional forms if necessary)		*Must submit valid proof of medical cannabis patient or caregiver status	

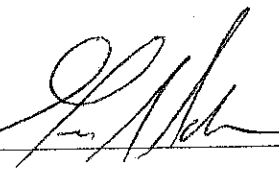
Has any owner/operator or manager been convicted of a felony? Yes No If yes, list felony(s) below and explain. Please note that all owners/operators and managers listed on this form must submit to a criminal background check. Use the back of this form if you need additional room.

List felony(s): _____

Note: California fire code requires a Place of Assembly permit if facility can accommodate 50 or more persons.

Cannabis will be (check all that apply): Grown on site Smoked on site Vaporized on site

Signature(s) of Applicant(s):

X  X

X X

For Department of Public Health Office Use Only

Planning Referral:		Fire Dept. Referral:		Background Check:	
Seller's permit #:		DBI Referral:		Bus. Reg. Certification #:	
MOD Referral:		Facility ID#		Permit Revocation Check:	
DPH Hearing Date:		Additional Notes:			

MINUTES
Meeting of the Directors
WaterFall Wellness Coop Inc
April 16, 2012
1545 Ocean Ave. San Francisco, C.A.

1. ATTENDANCE: Daniel Mendez, Greg Schoepp
2. REVIEW OF INCORPORATION PAPERS AND MISSION STATEMENT. :
3. ELECTION OF OFFICERS: Daniel Mendez was elected as President, D.M as Treasurer, D.M as Secretary. D.M
4. DISCUSSION OF ASA, corp structure, B.O.E, '60t
5. FUNDRAISING PLAN: Greg Schoepp off B.O.E.,
5. NEXT MEETING: Greg stepped down corporation
JULY 13, 2012
6. ADJOURN: The meeting adjourned at 8.17 pm.

Daniel Mendez, Val Hardy
[Insert Name of Secretary], Secretary

Gregory J Schoepp Jes/John

MINUTES
Meeting of the Directors
Waterfall Wellness Coop, Inc.
January 9, 2012
1545 Ocean Avenue, SF CA 94112

1. ATTENDANCE: Greg Schoepp, Daniel Mendez

2. REVIEW OF INCORPORATION PAPERS AND MISSION STATEMENT. :

Read over bylaws

3. ELECTION OF OFFICERS: Greg Schoepp was elected as President,
Daniel Mendez as Vice President, Greg Schoepp as Treasurer,
Daniel Mendez as Secretary. _____ all to serve for one
year.

4. DISCUSSION OF VOTING OF: Daniel Mendez
NOMINATION ONTO BOARD OF
Directors.

5. FUNDRAISING PLAN: A. Planning on giving a percentage
of sales towards non-profit
B. Collecting Proceeds from vendors/patients.

6. NEXT MEETING: _____

7. ADJOURN: The meeting adjourned at 2 pm.

Daniel Mendez
[Insert Name of Secretary], Secretary

Greg Schoepp
Gregory J. Schoepp



Application for Permit to Operate a Medical Cannabis Dispensary

Date of Application: 2-11-13
 Dispensary Address: 1423 OCEAN AVE Zip Code: 94112
 Dispensary Name: TDD Dispensary Phone #: 415-298-0948
 Dispensary Operation Structure: Nonprofit Collective Nonprofit Cooperative - must be registered w/ state
 Dispensary Owner(s): (GREGORY J. SCHOEPP) COOPERATIVE TO BE FORMED.
 Legal Ownership Structure: Nonprofit Corporation* Corporation* Sole Proprietor Partnership
 Cooperative* Other _____
 (*submit a copy of Article of Incorporation)

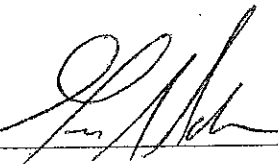
Applicant/Operator(s) Name*	Age	ID# and ID Type	Home Address
1. <u>GREGORY J. SCHOEPP</u>		[REDACTED]	[REDACTED]
(title, if corporate)		(ID type)	
2. _____			
(title, if corporate)		(ID type)	
Manager(s):*			
(Attach additional forms if necessary)		*Must submit valid proof of medical cannabis patient or caregiver status	

Has any owner/operator or manager been convicted of a felony? Yes No If yes, list felony(s) below and explain. Please note that all owners/operators and managers listed on this form must submit to a criminal background check. Use the back of this form if you need additional room.

List felony(s): _____

Note: California fire code requires a Place of Assembly permit if facility can accommodate 50 or more persons.
 Cannabis will be (check all that apply): Grown on site Smoked on site Vaporized on site

Signature(s) of Applicant(s):

X  X
 X X

For Department of Public Health Office Use Only

Planning Referral:	Fire Dept. Referral:	Background Check:
Seller's permit #:	DBI Referral:	Bus. Reg. Certification #:
MOD Referral:	Facility ID#	Permit Revocation Check:
DPH Hearing Date:	Additional Notes:	

LAURA A. DROSSAN
ATTORNEY AT LAW

101 28TH STREET, SUITE 5
SAN FRANCISCO, CALIFORNIA 94131

May 16, 2013

Mr. Gregory Schoepp

via Email, Mail and Hand Delivery

Re: **CALL FOR MEETING WITH MR. DANIEL MENDEZ**

Dear Mr. Schoepp:

Be advised that I represent Mr. Daniel Mendez, President of Waterfall Wellness. On Mr. Mendez's behalf, I formally request that you attend a meeting with Mr. Mendez to discuss the status of your business relationship with Mr. Mendez and other related matters.

I understand that you have agreed to meet with my client, provided that Mr. Mendez provide you with a copy of the current lease agreement for Waterfall Wellness and the business agreement previously entered into by you and Mr. Mendez. We will provide these documents at the meeting, provided that in exchange bring with you hard copies of the following:

1. All monthly, quarterly and annual bank statements for Waterfall Wellness for the past 36 months to the current date;
2. All balance sheets, profit and loss statements, and internal accounting records for Waterfall Wellness for the past 36 months to the current date, together with a signed, written affidavit certifying that such records are true, complete and accurate;
3. A list and/or copies if available, of all contracts entered into between Waterfall Wellness or any affiliate thereof, with any third party or you and any of your affiliate companies.

Please be aware that Mr. Mendez, in his capacity as President of Waterfall Wellness, has full inspection rights to all books and records described above, and by this letter you are hereby formally instructed to abide by your legal obligation to provide the same to him.

Provided you are willing to cooperate with your legal obligation to produce these items, we would like to have a meeting with you this coming Monday, May 20th, at 2:30 pm at the Waterness Wellness Center. You, of course, are free and encouraged to bring along personal counsel; however, I do note that Mr. St. Pierre, who I understand is corporate counsel for Waterfall, would be conflicted out of representing your personal interests, absent a waiver signed by my client, which he is not willing to sign.

Mr. Greg Schoepp
May 16, 2013
Page 2 of 3

Please email me at laura@drossmanlaw.com or call me at 415-515-4114 if you have any questions about the terms of this letter or our requests, and in any case, please email me written confirmation that you will in fact bring the accounting items noted above to the meeting so that we can plan accordingly. If the date of the meeting does not work for you, please call me and we can find another time that works for all parties. Thank you.

Very sincerely,



Laura A. Drossman

Attorney-at-Law

Cc: Mr. Daniel Mendez

LAD/rb

DROSSMAN LAW

3150 18TH STREET, SUITE 207, MAILBOX 119
SAN FRANCISCO, CALIFORNIA 94110

January 10, 2014

VIA CERTIFIED MAIL AND HAND DELIVERY

Mr. Pankaj Shah
2139 Taraval Stréet
San Francisco, California 94116

VIA CERTIFIED MAIL AND HAND DELIVERY

Re: **DEMAND FOR BOOKS, RECORDS AND MEETING**

Mr. Shah,

This letter is written on behalf of Mr. Daniel Mendez, as President of Waterfall Wellness (the "Company"), to formally demand that you, in your capacity as bookkeeper for the Company:

- (i) turn over to Mr. Mendez and his designated agents, all books, accounting records, tax and other financial records in your control in accordance with the timelines and instructions contained in this letter; and
- (ii) attend an in-person meeting with my client with counsel present to discuss the status of your continued role as the Company's bookkeeper.

As you know, Mr. Mendez is the President of Waterfall Wellness, and holds a superior position to Mr. Gregory Schoepp, operations manager for the Company. Under state statutory law and the terms of the Company's current bylaws and other corporate documents, Mr. Mendez has total, senior authority to choose the manner in which his Company's accounting and bookkeeping are managed. Of course, this includes the right to inspect, and obtain copies of all accounting, financial recordkeeping and bookkeeping of his Company that you have in your possession.

This letter serves as official notice to you that Mr. Schoepp is no longer authorized to manage or be responsible for any accounting, bookkeeping or tax matters of the Company, and Mr. Mendez is now the sole party authorized to manage such matters. Accordingly, any and all instructions or direction that Mr. Schoepp hereafter provides to you with respect to such matters should be disregarded in their entirety as they are wholly unauthorized by the Company.

Repeated demands have already been made to Mr. Schoepp for copies of books and records maintained by you, as well as your contact information. Unfortunately, Mr. Schoepp has refused to comply with these lawful demands and has prevented Mr. Mendez from obtaining access to you

and these facts and items. Now that my client has independently secured your identification and location, we hereby make the following demand:

By 5 pm, Pacific Time, on Monday, January 13, 2014, you shall deliver hard paper copies and electronic copies of the documents listed in a-c below, to the following address on behalf of Mr. Mendez:

Aigul & Associates
Attn: Aigul Myekyei, CPA
4095 19th Avenue
San Francisco, CA 94132
Main Number 415-334-0156
Fax Number 415-814-5728
Email aigulassociates@gmail.com

DOCUMENTS TO BE DELIVERED

- a. All monthly, quarterly and annual bank statements for Waterfall Wellness for the past 36 months to the current date;
- b. All balance sheets, profit and loss statements, and accounting records and federal, state and local tax records for Waterfall Wellness for the past 36 months to the current date, together with a signed, written affidavit certifying that such records are true, complete and accurate; and
- c. Copies of all pay stubs and 1099 tax forms in your name attributable to payments received by you from the Company.

Any further attempts to engage with Mr. Schoepp with respect to bookkeeping and accounting matters on behalf of the company are unlawful and unauthorized. If you continue to share confidential information about the Company with Mr. Schoepp, such actions will violate your fiduciary duties and confidentiality to the Company, and will subject you to immediately termination and possible legal action by the Company.

Finally, we demand that you meet with Mr. Mendez with counsel present to reconcile all outstanding accounting issues and discuss your continued role with the Company. This meeting shall take place on Wednesday, January 15, at 12:00 PM, at a location to be determined. Please confirm by calling or emailing me at your earliest convenience to confirm your availability, or so we can find another time that works for all parties.

I strongly urge you to comply with all of the above-stated demands, as failure to do so will result your termination as bookkeeper for the Company, and moreover, legal actions against you personally.

Very sincerely,



Laura A. Drossman

Attorney-at-Law

Cc: Mr. Daniel Mendez

LAD/rb

BILLING AND REFUND NOTICE

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

P.O. BOX 942879 SACRAMENTO, CALIFORNIA 94279-0001
SAN FRANCISCO DISTRICT (415) 356-6600



FOR BOE USE ONLY		
RE		PM
EFFECTIVE DATE OF PAYMENT		
MO	DAY	YEAR

WATERFALL WELLNESS COOP. INC
1545 OCEAN AVE
SAN FRANCISCO CA 94112-1715

Account: SR BH 102-049737

Express Login Code: r832606t

Notice ID: 0001 9556 685	June 11, 2014
Amount Due	0.00
Amount enclosed	_____

**** STATEMENT OF LIABILITY BALANCES ****
This statement reflects only those liabilities detailed below. It is not intended to represent all liabilities you may owe the Board.

Sales and Use Taxes	TAX	Interest	Penalty	Total
SALES TAX REGULAR				
DEMAND ISSUED 05/14/14 Return-No Remittance For the Period 01/01/14-03/31/14				
Revenue	34,317.00			34,317.00
Payment 04/30/14	-34,317.00			-34,317.00
Penalty			3,431.70	3,431.70
Pen Adj			-3,431.70	-3,431.70
Subtotal	0.00	0.00	0.00	0.00

Your request for removal from the EFT Program has been granted effective 1/01/2014. The 10-percent penalty for failure to pay electronically has been cancelled.

Upon termination of a business, corporate officers or other person responsible for the filing of returns or the payment of tax who willfully fail to pay the taxes collected or use tax due, will be held personally liable for any TAXES as well as interest and penalties on the TAXES, originally owed by WATERFALL WELLNESS COOP. INC under the provisions specified in section 6829 of the Revenue and Taxation Code.



Payments can be made online by going to www.boe.ca.gov and selecting the Make a Payment tab.

If you are paying by check, write your account number and Notice ID, shown above, on the check and include a copy of this notice with your payment. Keep the original notice for your records.

ENDORSED
FILED
SAN FRANCISCO COUNTY
SUPERIOR COURT

2014 MAR 13 AM 9:43

CLERK OF THE COURT
BY: _____
DEPUTY CLERK
Deborah Stepp

1 PAUL R. PERDUE
State Bar no. 067105
2 Attorney at Law
369 Pine Street, Suite 820
3 San Francisco, CA 94104
Telephone: (415) 291-0474
4

5 Attorney for Plaintiff
6
7

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO
10

CGC-14-537946

12 WATERFALL WELLNESS)
CO-OPERATIVE, INC.,)
13)
Plaintiff,)
14 vs.)
15 GREGORY SCHOEPP,)
DOE 1 through DOE 20, inclusive,)
16)
Defendants.)
17

No. (Unltd. Juris.)
COMPLAINT FOR
DAMAGES FOR CONVERSION;
FOR POSSESSION OF
PERSONAL PROPERTY
(Damages > \$25,000)

18 Plaintiff WATERFALL WELLNESS CO-OPERATIVE, INC.
19 ("plaintiff") alleges:

20 GENERAL ALLEGATIONS

21 1. Plaintiff is a corporation duly organized and existing
22 under the laws of the State of California.

23 2. Plaintiff is ignorant of the true names and capacities
24 of defendants sued herein as DOE 1 through DOE 20, inclusive, and
25 therefore sues these defendants by such fictitious names.

26 Plaintiff will amend this complaint to allege their true names
27 and capacities when ascertained.

28 3. Plaintiff is informed and believes, and on that basis

EXHIBIT G
Page 1 of 2

1 alleges that, at all times mentioned herein, each of the
2 defendants was the agent or employee of the other defendants and,
3 in acting or failing to act as hereinafter alleged, was acting
4 within the course and scope of such agency or employment.

5 4. Plaintiff is informed and believes, and on that basis
6 alleges that each of the defendants is liable to plaintiff.

7 5. Plaintiff is informed and believes, and thereon alleges
8 that, defendant GREGORY SCHOEPP, ("defendant") is, and at all
9 times herein mentioned was, a resident of the City and County of
10 San Francisco, California.

11 6. The actions complained of herein occurred in the City
12 and County of San Francisco.

13 7. The agreements which are alleged herein were made in,
14 and were to be performed in, San Francisco, California.

15 8. Plaintiff is a cooperative, organized under the laws of
16 the State of California.

17 9. Plaintiff is a membership cooperative, and all earnings
18 and assets of the cooperative are to be used for the general
19 welfare of the members, or to be equally distributed to the
20 members.

21 10. Plaintiff's Articles of Incorporation were filed in the
22 office of the Secretary of State on July 21, 2010.

23 11. Plaintiff's Articles of Incorporation were executed by
24 defendant Gregory Schoepp.

25 12. Immediately after incorporation, defendant Gregory
26 Schoepp was the sole officer and director of plaintiff.

27 13. In or about November 2011, Daniel Mendez was added as a
28 director and officer of plaintiff.

EXHIBIT G
Page 2 of 7

1 14. At all material times, plaintiff maintained a corporate
2 account at Wells Fargo Bank.

3 15. At all material times, defendant Gregory Schoepp was an
4 authorized signatory on the account at Wells Fargo Bank.

5 16. At all material times, only 1 authorized signature was
6 required to make a withdrawal from the Wells Fargo Bank account.

7 17. At a meeting of plaintiff's Board of Directors duly
8 noticed for April 16, 2012, and attended by Daniel Mendez and
9 defendant Gregory Schoepp, then the sole duly elected and acting
10 directors and officer of the corporation, Daniel Mendez was
11 elected to be the sole officer of the corporation, and defendant
12 Gregory Schoepp was terminated as an officer and director of the
13 corporation.

14 18. Thereafter, defendant Gregory Schoepp continued as an
15 employee of the corporation.

16 19. One of the duties of defendant Gregory Schoepp as an
17 employee of the corporation was the preparation of the books and
18 records of the corporation for the filing of the corporation's
19 tax returns.

20 20. On or about January 17, 2014, without plaintiff's
21 authorization, defendant Gregory Schoepp withdrew the sum of
22 \$31,117.88 from the corporation's bank account at Wells Fargo
23 Bank.

24 21. Despite demand, defendant has refused to return to
25 plaintiff the \$31,117.88 that was withdrawn without permission or
26 authorization.

27 22. In February, 2014, plaintiff discovered that defendant
28 Gregory Schoepp had removed from plaintiff's offices the

EXHIBIT G
Page 3 of 7

1 corporation's financial books and records consisting of, but not
2 limited to, accounting books, records, tax forms, and vendor
3 receipts, ("the financial books and records").

4 23. Plaintiff has demanded that defendant return the
5 financial books and records so that plaintiff's corporate tax
6 return for 2013 can be prepared and filed.

7 24. Despite plaintiff's demand, defendant has refused to
8 return to plaintiff the financial books and records.

9 FIRST CAUSE OF ACTION
10 (AGAINST ALL DEFENDANTS-CONVERSION)

11 25. Plaintiff incorporates herein by this reference each
12 and every allegation of paragraphs 1 through 24, inclusive, of
13 the General Allegations.

14 26. At all material times, and, in particular, on or about
15 January 17, 2014, plaintiff was and still is, the owner of the
16 funds in plaintiff's bank account at Wells Fargo Bank.

17 27. On or about January 17, 2014, defendant took \$31,117.88
18 from plaintiff's bank account at Wells Fargo Bank and converted
19 the same to his own use.

20 28. As a result of defendant's unlawful taking from
21 plaintiff's bank account at Wells Fargo Bank, plaintiff has been
22 damaged in an amount according to proof at trial, but not less
23 than \$31,117.88.

24 29. Plaintiff is entitled to pre-judgment interest on the
25 foregoing amount, according to proof at trial.

26 30. Defendant's actions, as alleged about, were willful,
27 wanton, malicious and oppressive, and justify the award to
28 plaintiff of punitive and exemplary damages, in an amount

EXHIBIT G
Page 4 of 7

1 sufficient to punish, and to make an example of defendants.

2 WHEREFORE, plaintiff prays judgment as set forth below.

3 SECOND CAUSE OF ACTION
4 (AGAINST ALL DEFENDANTS-POSSESSION OF PERSONAL PROPERTY)

5 31. Plaintiff incorporates herein by this reference each
6 and every allegation of paragraphs 1 through 24, inclusive, of
7 the General Allegations.

8 32. Plaintiff is, and at all times herein mentioned was,
9 entitled to the immediate and exclusives possession of the
10 financial books and records.

11 33. Defendants have failed and/or refused to return to
12 plaintiff the financial books and records.

13 34. Defendants continue to withhold possession of the
14 financial books and records from plaintiff in violation of
15 plaintiff's right to immediate and exclusive possession of the
16 financial books and records.

17 35. As a result of defendants' wrongful possession and
18 detention of the financial books and records, plaintiff has
19 suffered the loss of use of the books and records, all to
20 plaintiff's damage in an amount according to proof at trial, but
21 in excess of the Court's minimum jurisdictional limit of
22 \$25,000.00.

23 36. Defendant's actions, as alleged above, were willful,
24 wanton, malicious and oppressive in that defendants intended to
25 make it difficult for plaintiff to prepare its tax returns and to
26 subject plaintiff to penalties and interest for unpaid taxes.

27 37. Defendants' actions, as alleged above, justify the
28 award to plaintiff from defendants of punitive and exemplary

EXHIBIT G
Page 5 of 7

1 damages, in an amount sufficient to punish, and to make an
2 example of defendants.

3 WHEREFORE, plaintiff prays judgment against defendants, and
4 each of them, as follows:

5 ON THE FIRST CAUSE OF ACTION

6 1. Damages in an amount according to proof at trial, but
7 not less than \$31,117.88;

8 2. Prejudgment interest on the foregoing;

9 ON THE SECOND CAUSE OF ACTION

10 3. For the possession of the financial books and
11 records, or if the property cannot be delivered to plaintiff, for
12 its value in a sum according to proof at trial;

13 4. For compensatory damages in an amount according to proof
14 at trial, but in excess of this Court's minimum jurisdictional
15 limits;

16 ON BOTH CAUSES OF ACTION

17 5. For punitive and exemplary damages in an amount
18 sufficient to punish and to make an example of defendants, and
19 each of them;

20 6. For costs of suit incurred herein; and

21 7. For such other and further relief as the Court deems
22 just and proper.

23 Dated: March 12, 2014

24 /s/ PAUL R. PERDUE
25 PAUL R. PERDUE
26 Attorney for Plaintiff

27 EXHIBIT G
28 Page 6 of 7

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

GREGORY SCHOEPP, DOE 1 through DOE 20, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

WATERFALL WELLNESS CO-OPERATIVE, INC.,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

SUPERIOR COURT, SAN FRANCISCO
400 McAllister Street, San Francisco, CA 94102

CASE NUMBER:
(Número del Caso)

650-14-537946

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
PAUL R. PERDUE 369 Pine Street, #820, San Francisco, CA 94104 (415) 291.0474

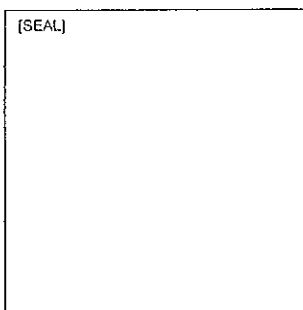
DATE: **MAR 13 2014**
(Fecha)

Clerk, by
(Secretario)

Deborah Stepp
Deputy
(Adjunto)

CLERK OF THE COURT

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

EXHIBIT G
Page 7 of 7



Linda OCEAN NAILS

Tel: (415) 584-8666

1910 Ocean Avenue
(between Keystone & Ashcroft)
San Francisco, CA 94127
Mon - Wed: 10am - 8pm
Thurs - Sat: 9am - 8pm

I Chris Phung (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

Chris Phung

5/5/14



HOT YOGA OCEAN AVE
1545 OCEAN AVE, SAN FRANCISCO, CA 94112
CLASS SCHEDULE

Day	Time	Class
Monday	9am	Adults 1hr
	12pm	60min Hot
	4:30pm	60min Power
	6:30pm	60min Hot
Tuesday	7am	60min Hot Flow
	9am	90min Hot
	12pm	60min Hot
	6:30pm	60min Power
Wednesday	9am	60min Hot Flow
	12pm	60min Hot
	4:30pm	60min Power
	6:30pm	60min Hot
Thursday	7am	60min Hot Flow
	9am	90min Hot
	12pm	60min Hot
	6:30pm	60min Power
Friday	9am	60min Hot Flow
	12pm	60min Hot
	4:30pm	60min Power
	6:30pm	60min Hot
Saturday	8am	90min Hot
	10am	60min Hot
	12pm	60min Power
	5pm	60min Hot
Sunday	8am	90min Hot
	10am	60min Hot
	12pm	60min Power
	5pm	60min Hot

I, Lisa Kenyon (business owner)

like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

Lisa Kenyon [Signature] May 5, 2014

Yogurtland



SF Ingleside

1250 Ocean Ave
San Francisco, CA 94112

TEL (415) 585-9572
HRS Sun-Thurs 11:00am-10:00pm

Fri-Sat 11:00am-11:00pm

EMAIL SF.Ingleside@
yogurt-land.com
Yogurt-land.com

Independently Owned & Operated

I Yogurtland (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

Alexis Comes

Alexis Comes

5/5/14

EXHIBIT H
Page 3 of 66



WATERFALL WELLNESS
HEALTH CENTER

1 OCEAN PIZZA (business) I like to acknowledge my advocacy and Wellness Health Center located at 154. Francisco, CA. I believe that Waterfall proved to be an asset to our community, responsive to community suggestions, positive relationship with neighbors. We employees and patients have always been courteous upon my every encounter while operated at the same location for many years. I welcome them to continue to be a part

PRINT NAME

SIGN

Jimmy P. Lopez 



Serving the Bay Area Since 1978

1443 Ocean Ave., San Francisco, CA 94112

415-586-3045

FAX: 415-586-3050

Pick-Up & Delivery

We Deliver Breakfast items from 11am until 3pm

Delivery Hours

Mon. - Thurs. 11:00 am to 10:00 pm
Fri. 11:00 am to 11:00 pm
Sat. 11:00 am to 10:00 pm
Sun. 11:00 am to 8:00 pm

Business Hours

Mon. - Thurs. 8:00 am to 10:00 pm
Fri. 8:00 am to 11:00 pm
Sat. 8:00 am to 10:00 pm
Sun. 8:00 am to 9:00 pm

OPEN 7 DAYS A WEEK



www.sfoceanpizza.com

FREE DELIVERY

Minimum Order \$15.00

BREAKFAST ~ LUNCH ~ DINNER



WATERFALL WELLNESS
HEALTH CENTER

I OCEAN PIZZA Rest (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

Peter Prokopos

Peter Prokopos

5-5-14



WATERFALL WELLNESS
HEALTH CENTER

OCEAN PIZZA
I SANDY PROLOS (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

SANDY PROLOS Sandy Prolos 5-5-14



WATERFALL WELLNESS
HEALTH CENTER

I Shaunti Skong / AEW Liquor (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

Shaunti Skong

Shaunti Skong

5-5-14

DAYTONA
AUTO BODY SHOP



1719 Ocean Ave.
San Francisco, CA 94112

Domestic
and
Foreign Cars

TITO NUILA
Tel: (415) 469-9124
Fax: (415) 469-9768
daytonabodyshop@comcast.net



WATERFALL WELLNESS
HEALTH CENTER

I TITO Nuila (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

TITO Nuila

5-6-14



**FAXON
GARAGE**

Keeping you safely on the road

Walee Gon



1545 Ocean Ave (at Ocean)

I Walee Gon (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

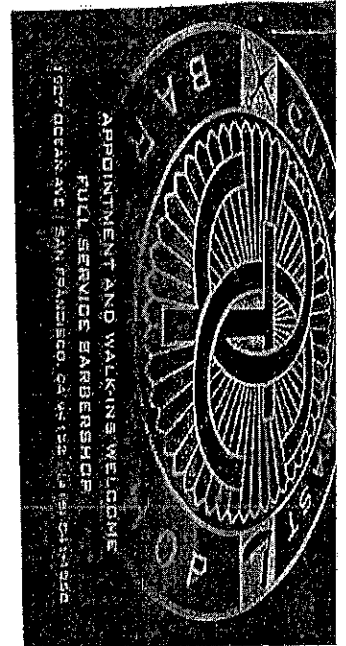
SIGN

DATE

Walee Gon

5/6/14

EXHIBIT H
Page 9 of 66



I JERRY TUPAS (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

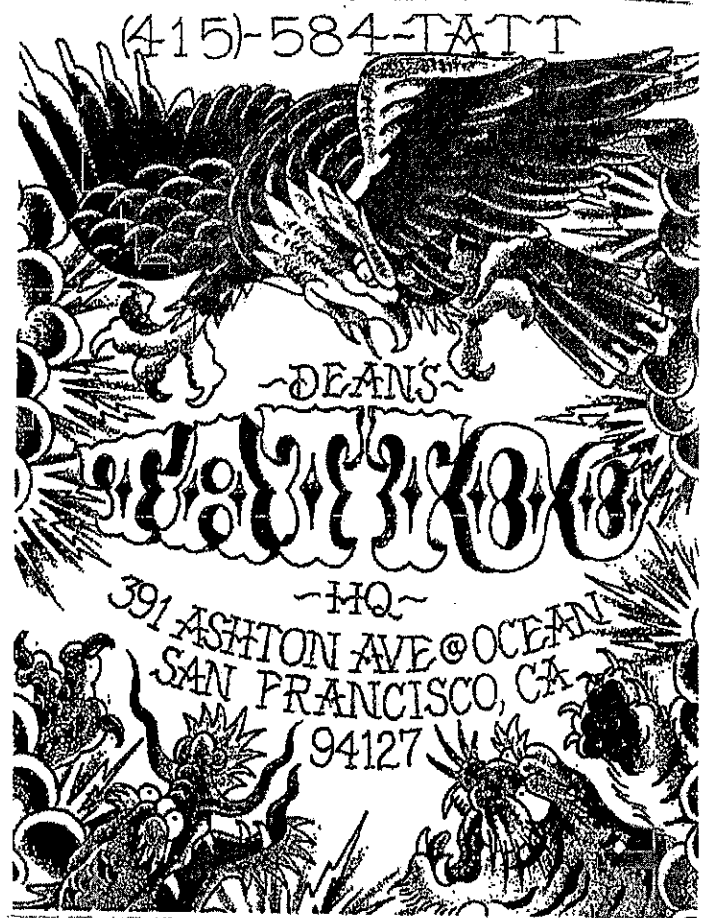
JERRY TUPAS Jerry 5-6-14



WATERFALL
HEALTH

I Stephanie

like to acknowledge my advocacy for Waterfall Wellness Health Center located in San Francisco, CA. I believe that Waterfall Wellness proved to be an asset to our community and responsive to community suggestions. I have a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.



PRINT NAME

SIGN

DATE

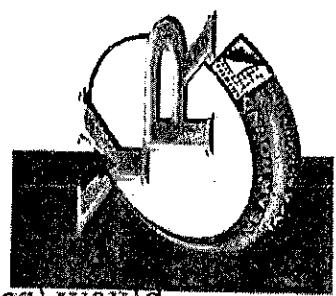
Stephanie Dennis Stephanie Dennis 5/6/14



DEBORAH GIBSON

YEAR ROUND
Tax & Accounting Service
1625 Ocean Avenue
San Francisco, CA 94112

415.586.1565 Tel



I Deborah Gibson (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

Deborah Gibson Deborah Gibson 5/5/14



I Elena Yudina (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

Elena Yudina Wg 05/05/2014

**Free
Delivery**
Minimum \$15.00

**Beer & Wine
Happy Hour**
11am-2pm
4pm-8pm

MB

Melanio's Bistro

Wine Bar & Coffee Roaster - International Cuisine

I CAFFEE D' MEL

like to acknowledge
Wellness Health Ce
Francisco, CA. I be
proved to be an ass
responsive to comm
positive relationshi
employees and pati
courteous upon my
operated at the sam
welcome them to c

Check Us at



Order On-Line

www.melanosbistro.com

415.333.3665

fax: 415.333.4067

1314 Ocean Avenue

San Francisco, CA 94112

Take Out, Dine In or Delivery

Business Hours: Monday & Tuesday 10am - 5pm
Wednesday to Saturday: 10am - 11pm

PRINT NAME

CLAUDIO WAO

EXHIBIT H
Page 4 of 66



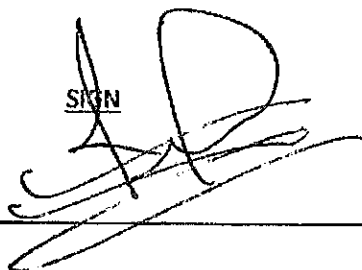
WATERFALL WELLNESS
HEALTH CENTER

El Habero (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE



05-05-19

EXHIBIT H

Page 15 of 66

Edgar Gomez
Manager & Notary Public
1728 Ocean Ave
San Francisco, CA 94112

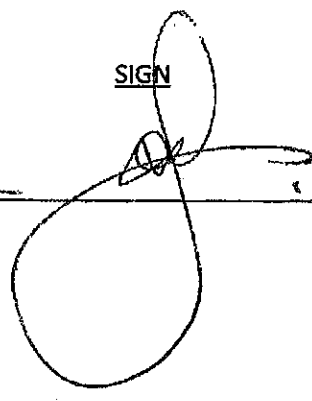
M - F 9 am - 7 pm
Sat. 10 am - 6 pm, Sun. closed
415.337.7755 Tel
415.337.7710 Fax
store5037@theupsstore.com

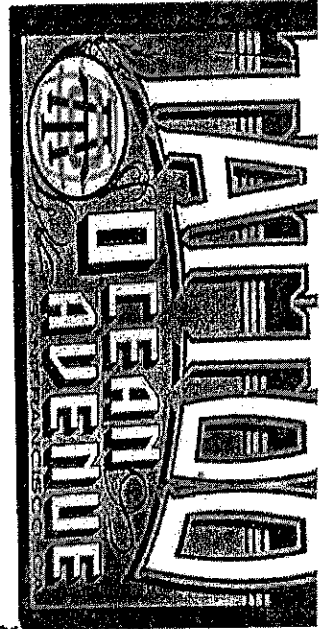
theupsstorelocal.com/5037

The UPS Store



I Edgar Gomez (business owner/manager) of The Ups Store 5037 would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

<u>PRINT NAME</u>	<u>SIGN</u>	<u>DATE</u>
Edgar Gomez		03/20/2014



I JOSEPH CASSINA (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

JOSEPH CASSINA

5/5/14



Manuel De Vera
Agency Principal

Allstate Insurance Company
1735 Ocean Avenue
San Francisco, CA 94112
Phone 415-469-7333
Fax 415-469-0692
manueldevera@allstate.com

CA Insurance License #0706118
Auto Home Business 1st



Allstate
You're in good hands.

24-Hour
Customer Service

I Manuel de Vera Jr. (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

Manuel de Vera Jr

[Handwritten Signature]

5/6/2014

g
a
r
y

c
i
m
i
n
o

haircutter

est. 1987

393 ashton
SF Ca 94112
(415) 584-8997



WATERFALL WELLNESS
HEALTH CENTER

George S. Cimino (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

George S. Cimino [Signature] 5/7/14



Dr. Erik M. Lapiet
 Chiropractic Sports Specialist
 Qualified Medical Evaluator

Lapiet Chiropractic Offices

1831 Ocean Avenue
 San Francisco, CA 94112
 TEL: (415) 584-6500
 FDC: (415) 584-9160

415 N. Son Mateo Drive #2
 San Mateo, CA 94401
 TEL: (650) 696-9494
 FDC: (415) 584-9160



I Erik M. Lapiet, D.C. (business owner/manager) would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

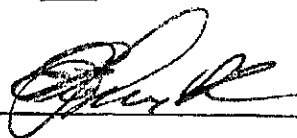
Erik M. Lapiet, D.C.  5-7-14

EXHIBIT H

Page 2 of 66



WATERFALL WELLNESS
HEALTH CENTER

I Chyett Smith (business owner/manager) of Bay Fitted & Chys would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

SIGN

DATE

Chyett Smith

Chyett Smith

5-6-14

BAYFITTED & CHY'S
1627 OCEAN AVENUE
SAN FRANCISCO, CA 94112
415-334-3481
BAYFITTEDANDCHYS@YAHOO.COM

EXHIBIT H
Page 22 of 66

CHAMPA GARDEN

613 Faxon Avenue
San Francisco, CA 94112
(415) 349-4186

LUNCH M-F 11-3PM
DINNER 5-9PM

LUNCH MENU

All lunch comes with house salad and soup of the day \$7.95

L-4 Spicy Cashew Nuts

Sauteed cashew nuts, yellow onions, scallions, with choice of meat

L-5 Basil Stir Fry

Thai chilis, bell peppers, garlic, yellow onions, and basil with choice of meat

L-7 Spicy Green Bean

Green beans in a red curry with a choice of meat

L-8 Yellow Curry

Cooked with Potatoes, carrots, onions with a choice of meat

L-9 Red Curry

Thai red chili curry paste, bell peppers, sweet basil with a choice of meat

L-10 Green Curry

Thai green chili curry paste, eggplant, green beans, sweet basil with a choice of meat

L-17 Pad Thai Noodles

Pan-fried rice noodles with egg, tofu, bean sprouts, scallions

L-18 Pad Se-ew Noodles

Pan-fried flat rice noodles with broccoli, egg, and stir-fried with soy sauce base

L-19 Spicy Basil Noodles

Pan-fried flat rice noodles with egg, bell peppers, onions and fresh basil, served with Thai chili sauce



I Phuoc Nguyen (business) Champa Garden would advocate and support for Waterfall Wellness located at 1545 Ocean Ave. San Francisco. Waterfall Wellness has consistently provided support for the community. Waterfall Wellness is respectful, helpful, and always fosters suggestions, and have always fostered good relationships with neighbors. Waterfall Wellness employees have always been respectful, helpful, and courteous in their encounter with them. They have operated for many years without incident, so I welcome them as a part of our community.

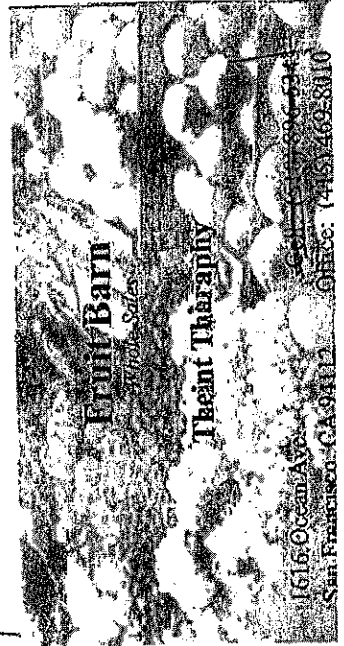
PRINT NAME

Phuoc Nguyen

SIGN

[Signature]

9/6/14



I Robert Barber (business owner/manager) of Fruit Barn would like to acknowledge my advocacy and support for Waterfall Wellness Health Center located at 1545 Ocean Ave. San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with neighbors. Waterfall Wellness employees and patients have always been respectful, helpful, and courteous upon my every encounter with them. They have operated at the same location for many years without incident, so I welcome them to continue to be a part of our community.

PRINT NAME

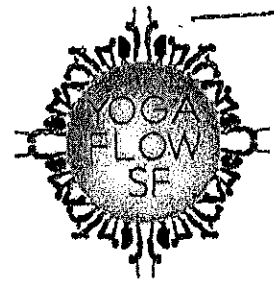
SIGN

DATE

Robert A. Barber

Robert A. Barber

5/6/14



Steven Holm

Founder

415-686-1297

steven@yogaflowsf.com

YogaFlowSF.com

385 Ashton Ave @ Ocean Ave
SF CA 94112 • 415-466-6576



WATERFALL WELLNESS
HEALTH CENTER

I KATHLEEN HELM (business owner/manager) of
YOGA FLOW SF would like to acknowledge my
advocacy and support for Waterfall Wellness Health Center
located at 1545 Ocean Ave. San Francisco, CA. I believe that
Waterfall Wellness has consistently proved to be an asset to our
community. Waterfall Wellness is responsive to community
suggestions, and have always fostered a positive relationship with
neighbors. Waterfall Wellness employees and patients have
always been respectful, helpful, and courteous upon my every
encounter with them. They have operated at the same location for
many years without incident, so I welcome them to continue to be
a part of our community.

PRINT NAME

KATHLEEN HELM

SIGN

DATE

5/8/14

EXHIBIT 11

Page 25 of 66



I would like to acknowledge my advocacy and support for Waterfall Wellness Health Center, located at 1545 Ocean Avenue, San Francisco CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community and the patients that they serve. They promote the well-being of their patients by providing safe access to a diverse selection of tested and consistent medication, with patient education and the responsible consumption of medicine always at the forefront of their services. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with its patients and neighbors alike. Waterfall Wellness employees have always been helpful and knowledgeable upon my every encounter with them during the years that they have been open. I welcome them to continue to be a part of our community because **Waterfall serves my every homeopathic need as a patient** through the wide selection of therapeutically beneficial medicine, which is unrivaled by other dispensary's in the area.

	<u>PRINT NAME</u>	<u>SIGN</u>	<u>DATE</u>
1)	Tom Alvey	<i>[Signature]</i>	
2)	Michael D. Wright	Michael D. Wright	3/15/14
3)	Andrew Gomez	<i>[Signature]</i>	3/15/14
4)	Julius Robinson	<i>[Signature]</i>	3/15/14
5)	Dillon Barry	Dillon Barry	3/15/15
6)	SARAH OKDIE	Sarah Okdie	3/15/15
7)	MARCELO BRIBARDELO	<i>[Signature]</i>	3/16/14

- 8) Wilsons low Richard 3/16/2014
- 9) Shane Chalowski John 3-16-14
- 10) Daniel Pope John 3/16/2014
- 11) Esam Ahmad Shaw 3/16/2014
- 12) Jeff Waters 3/17/14
- 13) GEORGE FASLEY Guss John 3-17-14
- 14) Connor Garrett Connor Garrett
- 15) Alexis Jones 3-17-14
- 16) Aaron Scheiner Aaron Scheiner 3/17/14
- 17) Randy Cooper Randy Cooper 3/18/14
- 18) Justin Silveira Justin Silveira 3/18/14
- 19) Marcus Mitchell Marcus Mitchell 3/18/14
- 20) Fayst Jankela Fayst Jankela 3/19/14
- 21) John Edwards John Edwards 3/19/14
- 22) Charisse MacDula Charisse MacDula 3/19/14
- 23) Konstantin Viner Konstantin Viner 3/19/14
- 24) ANTHONY JANKURA Anthony Jankura 3/19/14
- 25) Jason Soto Jason Soto 3/19/14
- 26) April Banks April Banks 3/19/14
- 27) Traci Maxwell Traci Maxwell 3/19/14
- 28) Cedric Tsui Cedric Tsui 3/19/14
- 29) Jonathan Gortz Jonathan Gortz 3.19.14

- 30) _____ 3/20/14
- 31) _____ 3/20/14
- 32) _____ 3/20/14
- 33) _____ 3/21/14
- 34) _____ 3/21/14
- 35) _____ 3/21/14
- 36) _____ 5-6-14
- 37) _____ 5/6/2014
- 38) _____ 5/6/14
- 39) _____ 5/6/14
- 40) _____ 5/7/14
- 41) _____ 5/7/14
- 42) _____ 5/7/14
- 43) _____ 5/7/14
- 44) _____ 5/7/14
- 45) _____ 5/7/14
- 46) _____ 5-7-14
- 47) _____ 5-7-14
- 48) _____ 5-7-14
- 49) _____ 5-7-14
- 50) _____ 5-8-14
- 51) _____ 5-10-14

- 52) DELVIN R TOFFEL 5-8-14
- 53) Doug Feague 5-8-14
- 54) Rob Sweel 5-8-14
- 55) Frank Kingman 5-9-14
- 56) Sierra Smith 5/9/14
- 57) Ramona Labat 05/09/14
- 58) Severia Luthra 5/9/14
- 59) BARBARA Alexander 5/9/14
- 60) Natascha Petersen 5/10/14
- 61) Kurt Lutz 5/11/14
- 62) Scott Rose 5/10/14
- 63) Moah Dejene 5-11-14
- 64) Diane Fay 5-11-14
- 65) Hillary Smith 5-12-14
- 66) Stoner Angward 5-12-14
- 67) Peter Slav 5-12-14
- 68) Kyle Bradley Reeves 5-12-14
- 69) Jeff Bowley 5-12-14
- 70) Jernee Carter 5/12/14
- 71) Emily Belubey 5/13/14
- 72) Jacob Lacroix 5/13/14
- 73) _____

- 74) _____
- 75) _____
- 76) _____
- 77) _____
- 78) _____
- 79) _____
- 80) _____
- 81) _____
- 82) _____
- 83) _____
- 84) _____
- 85) _____
- 86) _____
- 87) _____
- 88) _____
- 89) _____
- 90) _____
- 91) _____
- 92) _____
- 93) _____
- 94) _____
- 95) _____

- 96) _____
- 97) _____
- 98) _____
- 99) _____



I would like to acknowledge my advocacy and support for Waterfall Wellness Health Center, located at 1545 Ocean Avenue, San Francisco CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community and the patients that they serve. They promote the well-being of their patients by providing safe access to a diverse selection of tested and consistent medication, with patient education and the responsible consumption of medicine always at the forefront of their services. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with its patients and neighbors alike. Waterfall Wellness employees have always been helpful and knowledgeable upon my every encounter with them during the years that they have been open. I welcome them to continue to be a part of our community because **Waterfall serves my every homeopathic need as a patient** through the wide selection of therapeutically beneficial medicine, which is unrivaled by other dispensary's in the area.

	PRINT NAME	SIGN	DATE
1)	Cara Dimofetto		05-03-14
2)	Richard Cooper		05-03-14
3)	Leslie Romero		5-4-14
4)	Jonathan Jones		5/4/14
5)	Austin Gibbs		5/4/14
6)	Scott Gordon		5/4/14
7)	Chris Beck		5/4/14

- 8) ~~MANZANO~~ ~~MARTIN~~ 5/4/14
- 9) Brito LeAndre ~~LIV~~ 5/4/14
- 10) Melinda Bishop Melinda Bishop 5/5/14
- 11) John Gallo John Gallo 5/5/14
- 12) Isaac Rogers ~~Isaac~~ 5-5-14
- 13) John McKinley ~~John McKinley~~ 5/5/14
- 14) Tawaka WACHEKANO ~~Tawaka~~ 5/5/14
- 15) Tatiana Rivas T. Rivas 5/5/14
- 16) GEORGINA IESO ~~Georgina~~ 5-5-14
- 17) Eugenia Patterson ~~Eugenia~~ 5-5-14
- 18) JEFFERY KELLAM ~~Jeffery~~ 5 MAY 2014
- 19) Taylor Agid Taylor Agid 5 MAY 2014
- 20) Eivan Vasquez Eivan Vasquez 5 MAY 2014
- 21) Suzette Hallett ~~Suzette Hallett~~ 5/5/14
- 22) BOB HANETT ~~Bob Hallett~~ 5/5/14
- 23) Pabo Benson ~~Pabo~~ 5/5/2014
- 24) Lee Rogers Lee Rogers 05/05/2014
- 25) Elisa Van Gundy ~~Elisa Van Gundy~~ 5-5-14
- 26) Karen Kauschen Karen Kauschen 5-5-14
- 27) Helen Juszkiewicz ~~Helen Juszkiewicz~~ 5-5-14
- 28) Gina de Vries ~~Gina de Vries~~ 5/6/14
- 29) Cynthia Steffen ~~Cynthia Steffen~~ 6/4/2014

30) _____

31) Lamark Aaron

Lamark Aaron

32) Janice Armstrong

Janice Armstrong

33) Terry R. Austin

Terry R. Austin

34) Yalith Fonfa

Yalith Fonfa

35) Michael Nguyen

Michael Nguyen

36) GEORGE ALFARO

George Alfaro

37) LAVERNE KELLER

Laverne Keller

38) Christopher Mulhair

Christopher Mulhair 5-6-14

39) DAVID SUCAN

David Sukan 5-6-2014

40) Kevin Chen

Kevin Chen

41) Tanien Serfass

Tanien Serfass

42) Francesca Leonard

May 7, 2014

43) [Signature]

5/7/2014

44) [Signature]

5-7-2014

45) Keith Dennis

46) Jewel Dole

47) Jan Kline

5/7/14

48) Patricia Wistok

5/7/14

49) Pedro Torres

50) [Signature]

5/7/14

51) Kyle Szilagyi

[Signature]

5-7-14

- 52) ~~50~~ Del Eversole 5/8/14
- 53) Phillippe Lem's Jr Phillippe Lem's Jr 5/8/14
- 54) Christian Mendoza Christian Mendoza 5/8/14
- 55) Adrienne Pavloff Adrienne Pavloff 5/8/14
- 56) KLAYTON RASMUSSEN Klayton Rasmussen 5-8-14
- 57) Nataliya Beerman Nataliya Beerman 5/8/14
- 58) Solomon Tyson Solomon Tyson 5-8-14
- 59) Taylor Klahn Taylor Klahn 5/10/14
- 60) Emily Johnson Emily Johnson 5/10/14
- 61) Matthew Gire Matthew Gire 5/13/14
- 62) _____
- 63) _____
- 64) _____
- 65) _____
- 66) _____
- 67) _____
- 68) _____
- 69) _____
- 70) _____
- 71) _____
- 72) _____
- 73) _____

- 74) _____
- 75) _____
- 76) _____
- 77) _____
- 78) _____
- 79) _____
- 80) _____
- 81) _____
- 82) _____
- 83) _____
- 84) _____
- 85) _____
- 86) _____
- 87) _____
- 88) _____
- 89) _____
- 90) _____
- 91) _____
- 92) _____
- 93) _____
- 94) _____
- 95) _____

96) _____

97) _____

98) _____

99) _____



I would like to acknowledge my advocacy and support for Waterfall Wellness Health Center, located at 1545 Ocean Avenue, San Francisco CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community and the patients that they serve. They promote the well-being of their patients by providing safe access to a diverse selection of tested and consistent medication, with patient education and the responsible consumption of medicine always at the forefront of their services. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with its patients and neighbors alike. Waterfall Wellness employees have always been helpful and knowledgeable upon my every encounter with them during the years that they have been open. I welcome them to continue to be a part of our community because **Waterfall serves my every homeopathic need as a patient** through the wide selection of therapeutically beneficial medicine, which is unrivaled by other dispensary's in the area.

	<u>PRINT NAME</u>	<u>SIGN</u>	<u>DATE</u>
1)	Kelly Parsons	<i>Kelly Parsons</i>	5/2/2014
2)	Derek Morgan	<i>Derek Morgan</i>	5/2/2014
3)	Nick Laird	<i>Nick Laird</i>	5/2/2014
4)	Dave Kee	<i>Dave Kee</i>	5/2/2014
5)	BARRY MARGARET	<i>Barry Margaret</i>	5/2/2014
6)	Jonathan Chang	<i>Jonathan Chang</i>	5/2/2014
7)	Stefan Lyon	<i>Stefan Lyon</i>	5/2/2014

- 8) Brian ~~Alm~~ ~~R. Alm~~ 5-2-2014
- 9) Jeremy Luisotti ~~James Luisotti~~ 5-2-14
- 10) Dylan Mooney ~~John Mooney~~ 5/2/14
- 11) ERIC Ziegler ~~Eric Ziegler~~ 5/2/14
- 12) Kelly Hendrix ~~Kelly Hendrix~~ 5/2/14
- 13) ~~Dan Brown~~ ~~Dan Brown~~ 5/2/14
- 14) Arjon H. Dwyer ~~Arjon H. Dwyer~~ 5/2/14
- 15) Damian L. Pereda ~~Damian L. Pereda~~ 5/2/14
- 16) ALAN BERNSTEIN 5/2/14
- 17) Jason Lee 5/2/14
- 18) Tom Stone 5-2-14
- 19) ~~John Sety~~ Leah Setagarian 5-2-14
- 20) Jeff Waters ~~Jeff Waters~~ 5/2/14
- 21) Andrew Allee ~~Andrew Allee~~ 5/2/14
- 22) ~~Cynthia~~ 0-2-14
- 23) ~~M. Wilson~~ 5-2-14
- 24) Edward Arciniegas 5-2-14
- 25) Matthew Wright 5-2-14
- 26) Johnny Tan 5/2/14
- 27) CHAD PROSTH ~~Chad Prosth~~ 05/02/14
- 28) ~~SRADWICK~~ 5/2/14
- 29) Michael Farah ~~Michael Farah~~ 5/2/14

- 30) Donillo Simon *Donillo Simon* 5/2/2014
- 31) Lydia Wiley *Lydia Wiley* 5-3-14
- 32) David Roberson *David Roberson* 5/3/14
- 33) Brandon Wise *B. Wise* 5/3/14
- 34) ERIC NELSON *Eric Nelson* 5/3/14
- 35) Ashleen Sagar *Ashleen Sagar* 5/3/14
- 36) BURT SMITH *Burt Smith* 5/3/14
- 37) Joel C. Simon *Joel C. Simon* 5/4/14
- 38) ~~Robert JALON~~ *Robert Jalon* 5-4/14
- 39) LARRY POWTER *Larry Powter* 5-5-14
- 40) Harold Solis *Harold Solis* 5/5/14
- 41) JEFF FONTANILLA *Jeff Fontanilla* 5/5/14
- 42) Kalid Snaid *Kalid Snaid* 5/5/14
- 43) Dawnen Bailey *Dawnen Bailey* 5/5/14
- 44) EUEL G. ALLEN JR *Euel G. Allen Jr* 5-5-14
- 45) Mazen Nasran *Mazen Nasran* 5-5-14
- 46) S. ROSSER *S. Rosser* 5/5/14
- 47) Michael D Clayton *Michael D Clayton* 5/6/14
- 48) Christina Fotanos *Christina Fotanos* 5/6/14
- 49) Jenny Hinton *Jenny Hinton* 5/6/14
- 50) Jorge Corullo *Jorge Corullo* 5/6/14
- 51) Denice Hernandez *Denice Hernandez* 5/7/14

- 52) ~~William Rappato~~ ~~the true~~ 5/8/14
- 53) Byron Thompson ~~Byron Thompson~~ 5-8-14
- 54) Scott Underdahl ~~Scott Underdahl~~ 5/8/14
- 55) Derek Shaves ~~Derek Shaves~~ 5/8/14
- 56) ~~W. Wemy~~ 5/8/14
- 57) ~~Joe G. Goff~~ 5-8-14
- 58) ~~Shirley Nordgren~~ 5-9-14
- 59) Chris Lacayo 5-9-14
- 60) Tiffany Bryan 8/9/14
- 61) Ross Poletti ~~Ross Poletti~~ 9/9/14
- 62) Fausto Campos 5/9/14
- 63) Jacob Atlington ~~Jacob Atlington~~ 5/9/14
- 64) Ian Powell ~~Ian Powell~~ 5/9/14
- 65) Jorge Pach9 5/9/14
- 66) Millie Cook 5/9/14
- 67) Jeanine Otter 5/9/14
- 68) Cameron Cole 5/9/2014
- 69) Jason Fox 5/9/14
- 70) Chris Hanley ~~Chris Hanley~~ 5/9/14
- 71) Deatrice Boyd 5/9/2014
- 72) ~~V. H.~~ 5/9/2014
- 73) ~~Paul~~ 5-9-14

- 74) Ret: Ma. Rishay - 5/9/14
- 75) ~~Brittney Hall~~ 5/9/14
- 76) Evan Showers ~~Em Show~~ 5/9/14
- 77) Aron Kinsley ~~Aron Kinsley~~ 10 MAY 2014
- 78) Niels Rasmussen ~~Niels Rasmussen~~ 5/10/14
- 79) Taylor Carelli ~~Taylor Carelli~~ 5/10/14
- 80) GABRIEL KLACHKOVSKIY 5/10/14
- 81) ~~Dan Smith~~ 5/10/14
- 82) Lizet Beltran ~~Lizet Beltran~~ 5/10/14 convenient! I love this store. helps me w/ stress.
- 83) Rick D. ~~Rick D.~~ 5/10/14
- 84) Bryant ~~Bryant~~ 5-10-14
- 85) Mike Franca Mike Franca 5-10-14
- 86) ~~Yvette~~ Noelle Clary 5/10/14
- 87) ~~Dennis~~ 5/10/14
- 88) ~~Kar~~ Kar Davis 5/12/14
- 89) Alex Yee ~~Alex Yee~~ 5-13-14
- 90) ~~Tom~~ 5-13-14
- 91) Lien Nguyen ~~Lien Nguyen~~ 5/13/14
- 92) PETER ~~PETER~~ 5/13/14
- 93)
- 94)
- 95)

96)

97) _____

98) _____

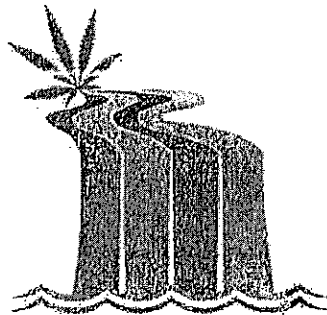
99) _____



I would like to acknowledge my advocacy and support for Waterfall Wellness Health Center, located at 1545 Ocean Avenue, San Francisco CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community and the patients that they serve. They promote the well-being of their patients by providing safe access to a diverse selection of tested and consistent medication, with patient education and the responsible consumption of medicine always at the forefront of their services. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with its patients and neighbors alike. Waterfall Wellness employees have always been helpful and knowledgeable upon my every encounter with them during the years that they have been open. I welcome them to continue to be a part of our community because **Waterfall serves my every homeopathic need as a patient** through the wide selection of therapeutically beneficial medicine, which is unrivaled by other dispensary's in the area.

	<u>PRINT NAME</u>	<u>SIGN</u>	<u>DATE</u>
1)	Brittany Shine	Brittany Shine	3/15/14
2)	Misty Gardner	Misty Gardner	3-16-14
3)	Barry Weston	Barry Weston	3/17/14
4)	Pamela Moseley		
5)	John Stone		3-25-14
6)	Kyle Kohleffer		3-26-14
7)	Linda Schwarz		3-26-14

- 8) Marlene Marguero 3/27/14
- 9) Curt Johnson 3/28/2014
- 10) Ryan Green 4/3/2014
- 11) Ramesh Prasad 4-4-14
- 12) Bl Paupel 4-4-14
- 13) Yunior 4/5/14
- 14) Cherise Goodwin 4/6/14
- 15) Elizabeth Annuaal Wright 4/8/14
- 16) Yalith Fonfa Yalith Fonfa 4/8/14
- 17) Kerith Praewitt H. H. H. 4/9/14
- 18) Kris Harper 4/10/14
- 19) Ejioha 4/14/14
- 20) [Signature] 4/14/14
- 21) Rita Rivas 4/15/14
- 22) Phillip P. Loib 4-15-14
- 23) [Signature] 4-19-14
- 24) Juanita Ruzick 4/19/2014
- 25) Tatiana Perdomo 4.23.14
- 26) Diana Davis 4/24/14
- 27) Carolyn Kyzi 4/26/14
- 28) _____
- 29) _____

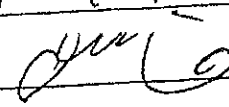

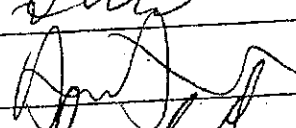
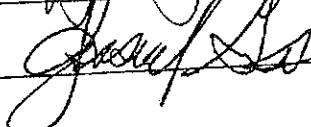


WATERFALL WELLNESS
HEALTH CENTER

I would like to acknowledge my advocacy and support for Waterfall Wellness Health Center, located at 1545 Ocean Avenue, San Francisco CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community and the patients that they serve. They promote the well-being of their patients by providing safe access to a diverse selection of tested and consistent medication, with patient education and the responsible consumption of medicine always at the forefront of their services. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with its patients and neighbors alike. Waterfall Wellness employees have always been helpful and knowledgeable upon my every encounter with them during the years that they have been open. I welcome them to continue to be a part of our community because **Waterfall serves my every homeopathic need as a patient** through the wide selection of therapeutically beneficial medicine, which is unrivaled by other dispensary's in the area.



PRINT NAME	SIGN	DATE
1) JAYNE WARREN	Jayne Warren	4/11/14
2) KATHLEEN MURTAGH	Kathleen Murtagh	11 APRIL 14
3) GEORGINA IIESU	Georgina Iiesu	4-11-14
4) GABRIELLE LACAU	Gabrielle Lacau	4-11-14
5) Anthony Harris	Anthony Harris	4-12-14
6) John Foss	John Foss	4/12/14
7) JEREMY HELLIWELL	Jeremy Helliwell	04/13/14

- 8) PAUL HOOBER Paul Hooper 4.14.14
- 9) EMILY PATRICK  7/14/11
- 10) ~~KEVIN O'DONNAN~~ ~~~~ 4/23/14
- 11) Karl V Hopkins KV Hooper 4/23/14
- 12) Debra Pinner same 4/23/14
- 13) Dorothy A  4/23/14
- 14) Jesse Geist  7/25/14
- 15) _____
- 16) _____
- 17) _____
- 18) _____
- 19) _____
- 20) _____
- 21) _____
- 22) _____
- 23) _____
- 24) _____
- 25) _____
- 26) _____
- 27) _____
- 28) _____
- 29) _____

- 13) ERIC RESENDEZ ~~Eric Resendez~~ 3/7/14
- 14) Michael Alvarez ~~Michael Alvarez~~ 3/7/14
- 15) Mike Silva ~~Mike Silva~~ 3/7/14
- 16) RICARDO C. ~~Ricardo C.~~ 3/8/14
- 17) James Campbell ~~James Campbell~~ 3/8/14
- 18) Benson Brown ~~Benson Brown~~ 3/8/14
- 19) Luis Santiago ~~Luis Santiago~~ 3/8/14
- 20) Jesus Alva ~~Jesus Alva~~ 3/8/14
- 21) TERRI HIGA ~~Terri Higa~~ 3/8/14
- 22) Gabrielle Lacau ~~Gabrielle Lacau~~ 3-8-14
- 23) _____
- 24) Chris Jones ~~C. Jones~~ 3-8-14
- 25) Vadim Kurnousid ~~Vadim Kurnousid~~ 3-8-14
- 26) GEORGE TIESO ~~George Tieso~~ 3-8-14
- 27) David Mosteri ~~David Mosteri~~ 3-8-2014
- 28) TAYLOR RAUCH ~~Taylor Rauch~~ 3/8/14
- 29) A.J. McCollum 4/10/14
- 30) Brad Murray 04/18/14
- 31) Thomas Churchill 4/18/14
- 32) ADOLPH PICKETT JR 4-18/14
- 33) _____
- 34) _____

Print Name

Signature

Date

35) Rebecca Smith Rebecca Smith 9-19-14

36) _____

37) _____

38) _____

39) _____

40) _____

41) _____

42) _____

43) _____

44) _____

45) _____

46) _____

47) _____

48) _____

49) _____

50) _____

51) _____

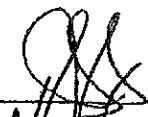
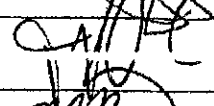
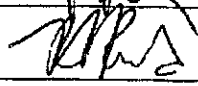
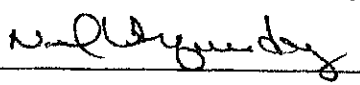
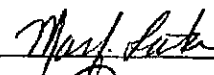
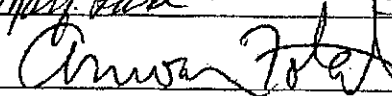
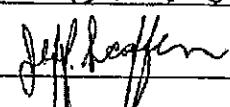
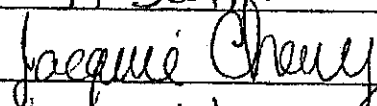
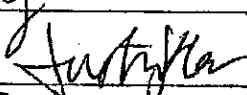
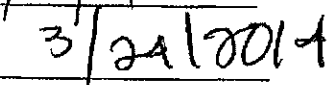

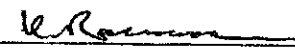

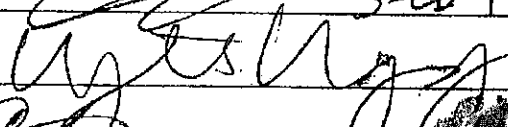
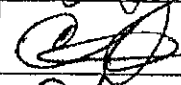

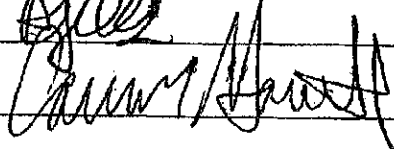
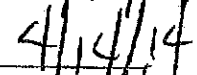
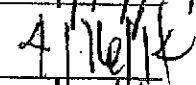
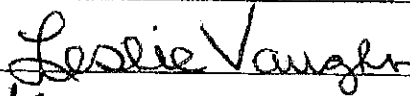
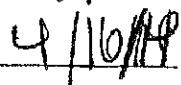
52) _____

53) _____

54) _____

55) _____

56) _____

- 8) Jennifer Glenniglati  3/18/14
- 9) Jennifer Kamin  3/18/14
- 10) RONEAL PRASAD  3-18-14
- 11) NEIL PROVIDER  3/19/14
- 12) MARION LAWTON  3-18-14
- 13) Anwar Totah  3-18-14
- 14) Jeff Scottern  3/18/14
- 15) Jacquie Cheuy 
- 16) Justin Klava  3/19/14
- 17) Kawonda Percis Tyrell  3/24/2014
- 18) Roosevelt Hemphill  3-25-14
- 19) KAYSON RAYMOND  3-25-14
- 20) Anthony Navarrete  3-28-14
- 21) Marguerite Murphy  4-12-14
- 22) Chiel Hynes  4/12/14
- 23) Austin Gibb  4/13/14
- 24) Connor Garrett  4/14/14
- 25) Maria Williams  4/14/14
- 26) NINA JONES  4/16/14
- 27) Leslie Vaughn  4/16/14
- 28) MITCHELL STEEL  4/16/14
- 29) _____



I would like to acknowledge my advocacy and support for Waterfall Wellness Health Center, located at 1545 Ocean Avenue, San Francisco CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community and the patients that they serve. They promote the well-being of their patients by providing safe access to a diverse selection of tested and consistent medication, with patient education and the responsible consumption of medicine always at the forefront of their services. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with its patients and neighbors alike. Waterfall Wellness employees have always been helpful and knowledgeable upon my every encounter with them during the years that they have been open. I welcome them to continue to be a part of our community because **Waterfall serves my every homeopathic need as a patient** through the wide selection of therapeutically beneficial medicine, which is unrivaled by other dispensary's in the area.

PRINT NAME	SIGN	DATE
1) Garrett Kelly		3/15/14
2) Nathan Beard		3/15/14
3) Philip P Beber		3/15/14
4) Barbara Rubi		3/15/14
5) Josie B. Secapure		3-15-14
6) Colin Denmark		3-15-14
7) Michael Moudry		3-15-14
8) ALFRED, WRIGHTEN		3-15-14

- 8) ~~GUSTAVO VERA~~ ~~ESTIMADO~~
- 9) Chelsea Lavastie Chelsea Lavastie 3/15/14
- 10) Giovanna Navarrete ~~Robert~~ 3/15/14
- 11) Robert Vohrer 3/15/14
- 12) Angela Nurcehovic ~~Ante~~ 3/16/14
- 13) ~~Shelley Jusflij~~ 3-16-14
- 14) Alexander Skag ~~Ante~~ 3-16-14
- 15) Tiffany Pankys ~~Ante~~ 3-16-14
- 16) Marquis Husby ~~Ante~~ 3/16/14
- 17) m. Mcclaren Danny 3/17/14
- 18) Danito Manilla 3/17/14
- 19) ~~David~~ ~~Blund~~ DAVID PALMER 3/18/14
- 20) Harold Solis ~~Harold Solis~~ 3/18/14
- 21) ~~John~~ 3/18/14
- 22) Curtis Harris
- 23) Robert Gentry Robert Gentry 3-19-14
- 24) Hugh Ennis ~~Hugh Ennis~~ 3-19-14
- 25) April Banks ~~April Banks~~ 3/19/14
- 26) Somark Aam 3/21/14
- 27) HAROLD LYONS 3-21-14
- 28) Adolph Pickett Jr. Adolph Pickett Jr. 3-21-14
- 29) Byron Hopson 3-21-14

30) Kyle Kohleffer by Ka 3/21/14

31) _____

32) _____

33) _____

34) _____

35) _____

36) _____

37) _____

38) _____

39) _____

40) _____

41) _____

42) _____

43) _____

44) _____

45) _____

46) _____

47) _____

48) _____

49) _____

50) _____

51) _____



I would like to acknowledge my advocacy and support for Waterfall Wellness Health Center, located at 1545 Ocean Avenue, San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community and the patients that they serve. They promote the well-being of their patients by providing safe access to a diverse selection of tested and consistent medication, with patient education and the responsible consumption of medicine always at the forefront of their services. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with its patients and neighbors alike. Waterfall Wellness employees have always been helpful and knowledgeable upon my every encounter with them during the years that they have been open. I welcome them to continue to be a part of our community because **Waterfall serves my every homeopathic need as a patient** through the wide selection of therapeutically beneficial medicine, which is unrivaled by other dispensary's in the area.

	PRINT NAME	SIGN	DATE
1)	Roy Schramm	Roy Schramm	3/6/14
2)	Nicholas Lopez	Nicholas Lopez	3/6/14
3)	Jonathan Otte	Jonathan Otte	3/6/14
4)	Curtis Harris	CURTIS	3/6/14
5)	Cassandra Minor	Cassandra Minor	3/6/14
6)	Jayne Warren	Jayne Warren	3/6/14
7)	Stephen D. Sharpe	Stephen D. Sharpe	3/6/14
8)	Darryl Mamprecht	Darryl Mamprecht	3/6/14
9)	Alex Micalet	ALEX MICALET	3/6/14
10)	Nancy Madera	Nancy MADERA	3/6/14
11)	Athena Astre	Athena Astre	3/6/14
12)	Andrew Coleman	Andrew Coleman	3/6/14

- 13) ~~Wig Patel~~ ~~Patel~~ 3-6-14
- 14) Paul Camacho ~~Patel~~ 3-6-14
- 15) Winston Dennis 3-6-14
- 16) STEVEN SHAFFER 3-6-14
- 17) ADRIAN RUIZ 3-8-14
- 18) Carlos Peralta-Niebla 3-7-14
- 19) Karine DREAND 3/7/14
- 20) ANTONIO CALAGUE 3/7/14
- 21) Carter Sneed 3-7-14
- 22) Ben White 3-7-14
- 23) ZAK NABUTOVSKY 3-7-14
- 24) ~~Davis~~ 3-7-14
- 25) Anthony Frias 3-6-14
- 26) SAMANTHA BROWN ~~Adrian~~ 03/09/14
- 27) Nicholas Esquivel ~~Adrian~~ 03/09/14
- 28) Brethany Tobin ~~Adrian~~ 03/10/14
- 29) Tanya Haro ~~Adrian~~ 3/12/14
- 30) Julie Firpo ~~Adrian~~ 3/12/14
- 31) James Woltman ~~Adrian~~ 3/12/14
- 32) Elizabeth Strong ~~Adrian~~ 03/12/14
- 33) ~~Jonathan~~ Bukowski ~~Adrian~~ 3/12/14
- 34) ~~Adrian~~ 3/12/14

- 35) Michael Webster 03/12/2014
- 36) TERRY McKENNA 03/12/2014
- 37) JENNIFER LUCAS 3/12/2014
- 38) Zackery Long 3/12/2014
- 39) Greg Lima 3/12/2014
- 40) MARISE SANTOS 3/12/14
- 41) JILL BOWERS 3/12/14
- 42) Chris Lacayo ~~Christy~~ 3/12/14
- 43) ~~Andersen~~ Chung 3/12/14
- 44) ~~Richard~~ Olson 3/12/14
- 45) SANDRA VALDES ~~Sh~~ 3/12/14
- 46) ~~fd~~ 3/12/14
- 47) JULIAN NGUYEN 3/12/14
- 48) Rene Aquino 3/12/14
- 49) Alyce Rios 3/12/14
- 50) ~~Patricia~~ J-O 3/12/14
- 51) Hollyn Mar 3-12-14
- 52) Antonio Anaya 3-12-14
- 53) Sean McCullough 3-12-14
- 54) Tommy Corbett 3-12-14
- 55) Constantine DEMBINSKI 03/16/14
- 56) ~~See~~ 03/16/14

- 57) Jessie Phillips, Jessie Phillips 3-16-14
 58) MARVIN MURPHY ~~_____~~ 3/16/14
 59) Darryn James ~~_____~~ 3/19/14
 60) John Quincy Adams ~~_____~~ 3/20/14
 61) Jeff Waters ~~_____~~ 3/20/14
 62) Shaw Shelosh ~~_____~~ 3-20-14
 63) Danielle Muir ~~_____~~ 3-21-14
 64) Joshua Evans ~~_____~~ 3-21-14
 65) Joseph A. Baca ~~_____~~ 3-21-14
 66) Luke F. Swanson ~~_____~~ 3-21-14
 67) Carl Dimolaku ~~_____~~ 3-21-14
 68) Martin James ~~_____~~ 3-21-14
 69) Domingo Bail ~~_____~~ 3-21-14
 70) Jahmol Facen ~~_____~~ 3-21-14
 71) Adolph Pickett ~~_____~~ 3-21-14
 72) KYLE KATLEFFER ~~_____~~ 3/21/14
 73) Byron Thompson ~~_____~~ 3-21-14
 74) _____
 75) _____
 76) _____
 77) _____
 78) _____

79)

80)

81)

82)

83)

84)

85)

86)

87)

88)

89)

90)

91)

92)

93)

94)

95)

96)

97)

98)

99)



I would like to acknowledge my advocacy and support for Waterfall Wellness Health Center, located at 1545 Ocean Avenue, San Francisco, CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community and the patients that they serve. They promote the well-being of their patients by providing safe access to a diverse selection of tested and consistent medication, with patient education and the responsible consumption of medicine always at the forefront of their services. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with its patients and neighbors alike. Waterfall Wellness employees have always been helpful and knowledgeable upon my every encounter with them during the years that they have been open. I welcome them to continue to be a part of our community because **Waterfall serves my every homeopathic need as a patient** through the wide selection of therapeutically beneficial medicine, which is unrivaled by other dispensary's in the area.

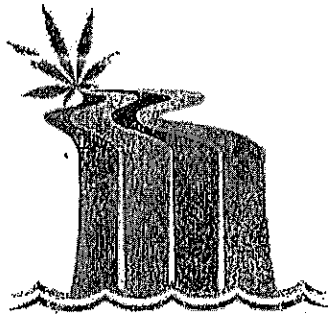
	<u>PRINT NAME</u>	<u>SIGN</u>	<u>DATE</u>
1)	Phillip Field	Phillip Field	7/28/14
2)	Texas Enkil	[Signature]	3/6/14
3)	Dante Williams	[Signature]	3/6/14
4)	Franciscent Acellers	[Signature]	3/6/14
5)	Andrew Lischeske	[Signature]	3/6/14
6)	Luis Moran	[Signature]	3/6/14
7)	Ben Rusch	[Signature]	3/6/14
8)	David Kennedy	David Kennedy	3/6/14
9)	Ed Tanner	[Signature]	3/6/14
10)	Frances Tanner	[Signature]	3/6/14
11)	Pick B.	[Signature]	3/6/14
12)	ADRIAN C.	[Signature]	3/6/14

- 13) ~~JEFF FRANKLIN~~ ~~[Signature]~~ 3/6/14
- 14) Savannah Hudson ~~[Signature]~~ 3/6/14
- 15) Calvin Somsel ~~[Signature]~~ 3/6/14
- 16) PETER PAJUDA ~~[Signature]~~ 3/6/14
- 17) Andy Agustin ~~[Signature]~~ 3/6/2014
- 18) Matthew Ritter ~~[Signature]~~ 3/6/14
- 19) Pat Strander ~~[Signature]~~ 3/6/14
- 20) Raymond Delgado ~~[Signature]~~ 3/7/14
- 21) Gary Harris ~~[Signature]~~ 3/7/14
- 22) Eder Rivera ~~[Signature]~~ 3/7/14
- 23) Gregory Adams ~~[Signature]~~ 3/7/14
- 24) Denise Alvarado ~~[Signature]~~ 3/7/14
- 25) Zack Hanson ~~[Signature]~~ 3/7
- 26) Sean Nicholson ~~[Signature]~~ 03.07.14
- 27) Kris Polk ~~[Signature]~~ 3/7/14
- 28) DAVE PRYCE ~~[Signature]~~ 3/7/14
- 29) Carey Stynes ~~[Signature]~~ 3/7/14
- 30) Lea Williams ~~[Signature]~~ 3/7/14
- 31) DAVID L. MECCI ~~[Signature]~~ 3-7-14
- 32) Michael J. Stallworth ~~[Signature]~~ 3-8-2014
- 33) Jason Verdoy ~~[Signature]~~ 3-9-14
- 34) Mark Brown ~~[Signature]~~ 3-9-14

- 35) DANIEL RICE Daniel Rice 3/10/14
- 36) Alex Kiani Alex Kiani 3/10/14
- 37) Kenn Abby 3/10/14
- 38) Octavio Pablos Octavio Pablos 3/10/14
- 39) Con Coekerton Con Coekerton 3/10/14
- 40) Michelle Bierer Michelle Bierer 3/11/14
- 41) Quinn Finerty Quinn Finerty 3/11/14
- 42) DESIPEE WHELAN Desi WHELAN 3/11/14
- 43) Michelle Fonteno Michelle Fonteno 3/12/14
- 44) Blake Pilsner Blake Pilsner 3/12/14
- 45) Jim Pilsner Jim Pilsner 3-12-14
- 46) Jon West Jon West 3/12/14
- 47) Danny Smith Danny Smith 3/12/14
- 48) AMBER Kim Amber Kim 3/12/14
- 49) ANDRIAN RIZO ANDRIAN RIZO 3/12/14
- 50) Anthony Mather Anthony Mather 3/12/14
- 51) Cand Wong Cand Wong 3/12/14
- 52) Jamal Pardo Jamal Pardo 3-13-14
- 53) ~~XXXXXXXXXX~~ 3-13-14
- 54) Erin Jemilla Erin Jemilla 3/13/14
- 55) John Fugate John Fugate 3/13/14
- 56) ~~XXXXXXXXXX~~

- 57) Maria Soto 3/14/2014
- 58) Brittany Shine 3/14/2014
- 59) Jason Vasquez 3/15/14
- 60) Alexandra Hoffman 3/15/2014
- 61) Patrick J. Gould 3/15/2014
- 62) Khandice Neutraub 3/15/2014
- 63) Emily Retemeyer 3/15/14
- 64) URSULA ORTEZ Ursula Ortiz 3-16-14
- 65) John Coinced Adams Jr # 03-17-14 year 3-17-14
- 66) Joshua Evans 3/18/14
- 67) Gene Fayer 3/18/14
- 68) Sean Ryherd 3/18/14
- 69) Rosario Ortiz 3/18/14
- 70) Joseph C Morgan 3/18/14
- 71) Jose Zagwino 3/18/14
- 72) MARIA 3/18/14
- 73) Steve Drace 3/18/14
- 74) Atasha Borozgrad 3/18/14
- 75) James McCracken 3/18/14
- 76) VINCENT ADAN 3/18/14
- 77) Mychel McCoy 3/18/14
- 78) Jason Padgett 3/18/14

- 79) ~~WAGNER~~ JOHN OMBARA
- 80) ~~SHAW~~
- 81) L CORDO ~~in~~ 3/19/14
- 82) ~~Simon DeLo~~ 3/19/14
- 83) Derek Raskin 3/20/14
- 84) Michelle Seek ~~in~~ 4/20/14
- 85) JOSEPH MCINTYRE ~~Joseph M~~ 3/19-14
- 86) Shane Shuloski 4-20-14
- 87) ~~David H~~ Howard ~~in~~ 4/21/14
- 88) Clifton J. Smith 4/21/14
- 89) John Glenn 3-21-14
- 90) Abolaji Pickett Jr. 3-21-14
- 91) Harold Lyons 3-21-14
- 92) ~~Kyle K~~ ~~in~~ 3-21-14
- 93) Bryan Thompson ~~Bryan Thompson~~ 3-21-14
- 94) Raul Spier 3-21-14
- 95) _____
- 96) _____
- 97) _____
- 98) _____
- 99) _____



WATERFALL WELLNESS
HEALTH CENTER

I would like to acknowledge my advocacy and support for Waterfall Wellness Health Center, located at 1545 Ocean Avenue, San Francisco CA. I believe that Waterfall Wellness has consistently proved to be an asset to our community and the patients that they serve. They promote the well-being of their patients by providing safe access to a diverse selection of tested and consistent medication, with patient education and the responsible consumption of medicine always at the forefront of their services. Waterfall Wellness is responsive to community suggestions, and have always fostered a positive relationship with its patients and neighbors alike. Waterfall Wellness employees have always been helpful and knowledgeable upon my every encounter with them during the years that they have been open. I welcome them to continue to be a part of our community because **Waterfall serves my every homeopathic need as a patient** through the wide selection of therapeutically beneficial medicine, which is unrivaled by other dispensary's in the area.

	<u>PRINT NAME</u>	<u>SIGN</u>	<u>DATE</u>
1)	Brittany Shine	Brittany Shine	3/15/14
2)	Misty Gardner	Misty Gardner	3-16-14
3)	Barry Weston	Barry Weston	3/17/14
4)	Gamla Moseley		
5)	John Stone		3-25-14
6)	Kyle Kohler		3-26-14
7)	Linda Schwarz		3-26-14

- 8) Manolo Marcano 3/27/11
- 9) Carl Johnson 3/28/2014
- 10) Ryan 4/3/2014
- 11) Pamash Prasad 4-4-14
- 12) Bk Prasad 4-4-14
- 13) James 4/5/14
- 14) Charles Goodell 4/6/14
- 15) Alle Britt Maxwell Wright 4/8/14
- 16) Yalith Fonfa Yalith Fonfa 4/8/14
- 17) Kerith Przewitt Keri All 4/9/14
- 18) Kris Harper 4/10/14
- 19) Egin Hauke 4/14/14
- 20) [Signature] 4/14/14
- 21) Rita Evans 4/15/14
- 22) William P. Wob 4-15-14
- 23) [Signature] 4-19-14
- 24) Juan Ramirez 4/19/2014
- 25) Tatiana Perdomo 4.23.14
- 26) Diana Davis 4/24/14
- 27) Carolyn Ryzni 4/26/14
- 28) _____
- 29) _____

1545 Ocean Ave @ Capitol
San Francisco, CA
415-859-5761



SUNDAY FUNDAY
Specials on Flowers And Glass

MUNCHIE MONDAY
10% off Edibles
Sampling @ 1pm

TINCTURE TUESDAY
10% off Tinctures
Sampling @ 1pm

WAX WEDNESDAY
\$5 off Top- Shelf Waxes and Solventless
10% off Cold Water Hash

THIRSTY THURSDAY
10% off Drinkables
Sampling ALL DAY

FREE GRAM FRIDAY
Free Gram With 70+ Top Shelf Donation

SUPER SALE SATURDAY
10% OFF EVERYTHING ALL DAY!

Cookies

\$55 all day, EVERY DAY

Sunday
11am - 8pm

Monday - Saturday
11am - 9pm

@WWHC94112
Waterfall Wellness



1 DENNIS J. HERRERA, State Bar #139669
City Attorney
2 JULIE VAN NOSTERN, State Bar #103579
Lead Attorney, Health & Human Services Team
3 ALEETA M. VAN RUNKLE, State Bar #124563
Deputy City Attorney
4 Fox Plaza
1390 Market Street, 5th Floor
5 San Francisco, California 94102-5408
Telephone: (415) 554-4225
6 E-Mail: aleeta.van.runkle@sfgov.org

7 Attorneys for Respondent
8 SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

9
10 BOARD OF APPEALS
11 CITY AND COUNTY OF SAN FRANCISCO

12 GREG SCHOEPP dba WATERFALL
WELLNESS HEATH CENTER,

13 Appellant,

14 vs.

15 DEPARTMENT OF PUBLIC HEALTH,

16 Respondent.
17

Appeal No. 14-103

RESPONDENT SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH'S BRIEF

Hearing Date: July 23, 2014
Time: 5:00 p.m.
Place: City Hall, Room 416

18
19 INTRODUCTION

20 Appellant Gregory Schoepp appeals the Department of Public Health's approval of an
21 application to transfer permit ownership of a medical cannabis dispensary to Tiara Mitchell on the
22 grounds that a "behind the scenes" permit holder, Daniel Mendez, is at worst a criminal, or at best, has
23 run grossly afoul of corporate law. In support of these allegations, Appellant has attached over 100
24 pages of exhibits that consist primarily of letters of support from neighbors and stories from the media.

25 ///

26 ///

27 ///

1 Appellant argues that this so-called evidence calls for the reversal of the department's decision
2 to grant the permit application as the current operation is contrary to public health, safety or general
3 welfare. This is the sole basis for the appeal.¹

4 Appellant fails to bring to the Board's attention the fact that the controversy over aspects of the
5 dispensary's ownership and operation is the subject of current litigation pending before the San
6 Francisco Superior Court in *Waterfall Wellness Co-Operative v. Gregory Schoepp*, CGC-14-537946.

7 Nor does the Appellant make any reference to his long-standing relationship with Tiara
8 Mitchell and Robert Mendez as owner/members of the Waterfall Wellness Health Center. Further,
9 Appellant himself had at least one dispensary application denied based on this very same ground--
10 opposition from the general neighborhood.

11 The Board should not be called upon to mediate a dispute in what appears to be a long standing
12 and contentious relationship. Nor should the Board be forced to take the position of law enforcement
13 as criminal conduct is alleged. And the Board should not unknowingly adjudicate litigation currently
14 pending before the San Francisco Superior Court.

15 Rather, the Director approved the application as Tiara Mitchell provided the necessary
16 documentation in support of her application on behalf of Waterfall Wellness Health Center.
17 Respondent respectfully requests that the Board avoid the self-interested drama Appellant relies upon
18 and instead upholds the Director's decision based on the evidence presented.

19 **BACKGROUND**

20 The City's Medical Cannabis Act, including the process for permitting dispensaries, is set forth
21 in Article 33 of the San Francisco Health code. Section 3311 governs the sale or transfer of permits
22 and Section 3304 describes the requirements of the permit application process.

23 On May 24, 2011 the Department of Public Health (DPH) issued a permit to operate to
24 Waterfall Wellness Cooperative, Inc. The permit identifies the officers as being Gregory Schoepp and
25

26
27 ¹ Appellant filed his papers with the Board on July 3 but failed entirely to serve Respondent
28 putting Respondent at a significant disadvantage due to other scheduled matters.

1 Tiara Mitchell. (See Exhibit A, Permit to Operate.) All required paperwork had been submitted. On
2 February 14, 2013, The State issued a “Certificate of Active Good Standing “ for the establishment.

3 On February 11, 2014 Waterfall Wellness Cooperative, Inc. applied for a permit to operate
4 identifying Tiara Mitchell as the sole applicant/operator. (See Exhibit B, sample Article 33 application
5 and the documentation submitted for the Permit to Operate.) DPH approved the application after
6 receiving all the necessary paperwork including updated articles of incorporation, background checks,
7 and the necessary fees. Appellant appealed the decision to the Director and it was heard during the
8 Director’s Hearing held on May 14, 2014.

9 The Director issued a decision granting the permit under the ownership name of Waterfall
10 Wellness Health Center. Pursuant to the requirements of San Francisco Health Code Article 33, under
11 section 3307(e) notice of the approval was sent to the San Francisco Police Department. (Exhibit C.)
12 Applicant subsequently filed this appeal on June 2, 2014.

13 ARGUMENT

14 **THE DIRECTOR PROPERLY GRANTED THE APPLICATION OF TIARA 15 MITCHELL AS IT SATISFIED THE REQUIREMENTS OF HEALTH CODE ARTICLE 33.**

16 San Francisco’s permitting scheme requires that the dispensary applicant complete an
17 application for a permit that describes the dispensary operational structure, identifies the dispensary
18 owner, the legal ownership structure and if it is a nonprofit corporation, copies of the articles of
19 incorporation; a written statement of compliance with Article 33 signed under penalty of perjury, as
20 well as approval by the fire department, and if a new use, the Planning Department. The application
21 also requires that a background check be completed and any applicable fees paid.

22 As can be seen from Exhibit B, Tiara Mitchell provided all the required documents and paid
23 the required fees. Background checks were obtained on Ms. Mitchell and Mr. Mendez. This evidence
24 was provided at the Director’s hearing. Appellant responded with an attack upon the personality of
25 Robert Mendez as well as a variety of unsupported allegations regarding the veracity of statements
26 made in various documents including an accusation that Appellant’s signature have been forged.

27 It is not the Director’s role to conduct a comprehensive analysis as to whether an applicant has
28 complied with the myriad laws governing nonprofit corporations when the documentation on the

1 corporate structure and ownership submitted on its face satisfies Article 33. Nor is it the Director's
2 role to act as the mediator between two parties competing for a lucrative business. Finally, it is not the
3 Board's role to adjudicate litigation over the management of the corporation. (See Exhibit D, the
4 Complaint filed in the matter of *Waterfall Wellness Co-Operative, Inc. v. Gregory Schoepp*, Case no.
5 CGC-14-537946.) Indeed, the same can be said for this Board.

6 Appellant's own exhibits point out the absurdity of the situation. The long-standing and
7 contentious relationship between the parties is evident from the numerous media reports submitted.
8 Mendez was named "director" and "CFO" of the dispensary in April 2012, a year after Appellant
9 supposedly cleaned up the operation. For example, in Appellant's Exhibit 9, page 84, Appellant is
10 quoted as saying that Mendez had been kept on as a consultant and grower when Mendez' continued
11 involvement in the operation came under questioning.

12 Now Appellant makes much of Mendez' past and current operations. Mendez in turn has
13 claimed that Appellant engaged in "shady business dealings, including withholding sick days and that
14 on his last will day, this past January, he pulled \$31,000 from the dispensary safe."

15 As for Appellant's argument that the health and well being of the surrounding neighborhood is
16 suffering due to the current operation, Appellant himself faced this same objection when Appellant
17 tried to open a storefront in the conservative Sunset District and was chased away by neighbors and
18 city officials last summer, who said they were afraid that the pot shop would bring crime and give kids
19 access to weed. (See page 92 of Appellant's Exhibit 9).

20 Further, Appellant makes much of Mendez' outstanding debts, this same article goes on to
21 state that in a telephone interview, " (Appellant), who answered questions curtly before hanging up,
22 said that Waterfall Wellness would be cleaning up all the problems and assuming all of (Mendez')
23 liabilities. That was part of the deal," (Appellant) said, adding that previous operator Daniel Mendez is
24 no longer running the club.

25 Appellant's sole basis for appeal—that the permit application is contrary to public health,
26 safety or general welfare—is grounded in unsupported accusations and counter-accusations worthy of
27 a soap opera. At the end of the day Tiara Mitchell and Waterfall Wellness satisfied the requirements
28

1 of Article 33, as undramatic as those may be. The Director properly concluded that the permit should
2 be granted.

3 **CONCLUSION**

4 For all the reasons stated above, the Department of Public Health respectfully requests that the
5 Board deny Appellant's appeal.

6
7 Dated: July 18, 2014

Respectfully submitted,

8 DENNIS J. HERRERA
9 City Attorney

10
11 By: 

12 ALEETA M. VAN RUNKLE
13 Deputy City Attorney
14 Attorneys for Respondent Department of Public
15 Health of the City and County of San Francisco
16
17
18
19
20
21
22
23
24
25
26
27
28

PERMIT TO OPERATE AND CERTIFICATE OF SANITARY INSPECTION

C 18102

Issued according to provisions of the San Francisco Health Code

AUTHORIZING conduct of the following class of

ISSUED

Business: Medical Cannabis Dispensary H72

May 23 2011

Name and Address below:

Waterfall Wellness Cooperative, Inc.
DBA: Waterfall Wellness
1545 Ocean Ave.
San Francisco, CA 94112
Officers: Gregory Schoepp, Tiara Mitchell

EXPIRES:

EXPIRES

paid 8/22/11

Valid only when accompanied by a receipt from the Tax Collector showing payment of current license fee. THIS PERMIT TO OPERATE MAY BE REVOKED OR SUSPENDED FOR CAUSE AND IS NOT TRANSFERABLE. CHANGE OF OWNERSHIP must be reported immediately. Issuance of this permit by the City and County of San Francisco is not intended to and does not authorize the violation of State or Federal law.

DEPARTMENT OF PUBLIC HEALTH
Bureau of Environmental Health Management
City and County of San Francisco

Inspector

Bureau Director

Principal Inspector

Director of Public Health

Handwritten signatures and notes:
Inspector: [Signature]
Principal Inspector: [Signature]
Director of Public Health: [Signature]
Notes: "Follow up - final 1/11", "Final at 11/11/11"

Exhibit A

REQUEST FOR LIVE SCAN SERVICE

BCII 8016 (3/07)

Clear Form

Applicant Submission

ORI: AA697 Type of Application: Permit/License

Code assigned by DOJ

Job Title or Type of License, Certification or Permit: Medical Cannabis Dispensary Owner/Manager

Agency Address Set Contributing Agency:

San Francisco Health Department
Agency authorized to receive criminal history information

12037
Mail Code (five-digit code assigned by DOJ)

1390 Market St #210
Street No. Street or PO Box

Medical Cannabis Dispensary Program
Contact Name (Mandatory for all school submissions)

San Francisco CA 94102
City State Zip Code

(415) 252-3841
Contact Telephone No.

Name of Applicant: (Please print) Last First MI

Alias: Last First Driver's License No:

Date of Birth: Sex: Male Female Misc. No. BIL - Applicant must pay Agency Billing Number

Height: Weight: Misc. Number:

Eye Color: Hair Color: Home Address: Street No. Street or PO Box

Place of Birth: City, State and Zip Code

Social Security Number:

Your Number: OCA No. (Agency identifying No.)

Level of Service: [X] DOJ [] FBI

If resubmission, list Original ATI Number:

Employer: (Additional response for agencies specified by statute)

N/A

Employer Name

N/A

Street No. Street or PO Box

Mail Code (five digit code assigned by DOJ)

N/A

()

City State Zip Code

Agency Telephone No. (optional)

Live Scan Transaction Completed By: Name of Operator Date

Transmitting Agency ATI No. Amount Collected/Billed



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH

Edwin Lee, Mayor
Barbara Garcia, MPA
Director of Health

ENVIRONMENTAL HEALTH SECTION
Medical Cannabis Dispensary Inspection Program

Rajiv Bhatia, M.D., M.P.H.
Medical Director

Written Statement of Compliance with Article 33
of the San Francisco Health Code

Date

Medical Cannabis Dispensary (MCD)

Medical Cannabis Dispensary Address

As the undersigned permittee(s) of the above-referenced Medical Cannabis Dispensary, we hereby attest compliance with Article 33 of the San Francisco Health Code during the calendar year _____ for the following issues:

1. We operate in a not-for-profit manner.*
2. All medical cannabis distributed at our facility is from California.**
3. All activities related to the cultivation of medical cannabis conducted by our MCD in San Francisco comply with applicable State and local laws including, but not limited to, building codes and planning codes.***
4. All medical cannabis distributed at our MCD, including medical cannabis in edible form, has been cultivated by our MCD or our members individually.
5. All edible medical cannabis products are produced by our MCD, or our members.

By signing this declaration, we confirm that we have held a membership meeting and notified all members of the above items. We declare under the penalty of perjury that the aforementioned are true and correct.

Owner/Manager name and title

Owner/Manager name and title

Signature

Signature

*3308 (c) The medical cannabis dispensary shall operate on a not for profit basis. It shall receive only compensation for the reasonable costs of operating the dispensary including reasonable compensation incurred for services provided to qualified patients or primary caregivers to enable that person to use or transport cannabis pursuant to California Health and Safety Code Section 11362.7 et seq., or for payment for reasonable out-of-pocket expenses incurred in providing those services, or both. Reasonable out-of-pocket expenses may include reasonable expenses for patient services, rent or mortgage, utilities, employee costs, furniture, maintenance and reserves. Sale of medical cannabis to cover anything other than reasonable compensation and reasonable out-of-pocket expenses is explicitly prohibited.

**3308(d) Medical cannabis dispensaries shall sell or distribute only cannabis manufactured and processed in the State of California that has not left the State before arriving at the medical cannabis dispensary.

***SF Health Code article 33 requires compliance with Cal Health and Safety Code 11362.7 et seq., and the CA Attorney General Guidelines, issued in 2008. A permit to operate may be suspended or revoked if permittee is engaging in conduct regarding operating an MCD that violates state or local law.

This form must be filed annually, commencing January, 2012

1390 Market St., Suite 210 San Francisco, CA 94102
Phone 415-252-3841 Fax 415-252-3894



CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

**MEDICAL CANNABIS DISPENSARY
PLANNING REFERRAL**

FOR HEALTH DEPARTMENT USE ONLY

Date of Application: _____		
Date to Zoning: _____	Inspector: _____	Tel: _____

TO BE COMPLETED BY APPLICANT

BUSINESS NAME: _____

BUSINESS STREET ADDRESS: _____ **ZIP** _____

Existing Business Use: _____

Change of Ownership: yes no

New Establishment: yes no

Is Location Now Vacant? yes no

What floor(s) will the business occupy? Check: **Street Level** **Other Than Street Level**

Business Square Footage: _____

Special Note: If any other room or building is to be used in connection with this application; OR, if any part of the proposed operation is not located within or connected to address above, attach explanation sheet.

Applicant's Name: _____

Mailing Address: _____

City: _____ **Zip Code:** _____

Applicant's Daytime Phone: _____

FOR DEPARTMENT OF CITY PLANNING USE ONLY

Zoning: _____	Block: _____	Lot: _____
Limitation or Conditions (if any): _____		
Building Permit Application # _____		
Planning Case # _____		
APPROVED: _____		DATE: _____
(Planner's Signature)		
DISAPPROVED: _____		DATE: _____
(Planner's Signature)		

WHITE: Establishment File Copy

Yellow: Zoning File Copy

Pink: Interim Copy



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH

Edwin M. Lee, Mayor
 Barbara A. Garcia, MPA, Director of Health
 Rajiv Bhatta, MD, MPH, Director of EH

Date: _____ Inspector: _____

HD: _____ Phone: _____ Fax: _____

DPH Receipt #: _____

FIRE MARSHAL
DIVISION OF FIRE PREVENTION & INVESTIGATION
 698 2ND STREET, ROOM 109
 SAN FRANCISCO, CA 94107

This section to be completed by Owner/Operator		Opening Date: _____
Location: _____	DBA: _____	
Owner/Operator: _____	Bus Type: _____	Cooking: <input type="checkbox"/> Yes <input type="checkbox"/> No
Owner Address: _____		
Change of Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	Phone: _____	Cell: _____
New Construction: <input type="checkbox"/> Yes <input type="checkbox"/> No	Remodeling: <input type="checkbox"/> Yes <input type="checkbox"/> No	

This section to be completed by DPH staff

Fire Marshal, the business named above warrants your timely inspection for fire clearance:

- The Fire Marshal requires a fire clearance for the approval and issuance of a new Health Permit for this type of facility.
- This facility was observed to have questionable or hazardous conditions: _____

FOR INFORMATION ONLY TO UPDATE SFFD RECORDS. (NO FIRE FEE COLLECTED)

This section to be completed by SFFD staff		
<input type="checkbox"/> APPROVED Fire Safety		
<input type="checkbox"/> DISAPPROVED Fire Safety:	_____	

<input type="checkbox"/> PENDING CLEARANCE:	_____	

(Attach copy of pending SFFD document or NOV)		
Date: _____	Inspector: _____	Phone: _____

1390 Market Street, Suite 210 San Francisco, CA 94102
 Phone 252-3800, Fax 252-3875

Application for Permit to Operate a Medical Cannabis Dispensary

Date of Application: 02/11/2014
 Dispensary Address: 1545 Ocean Avenue, SF, CA 94112 Zip Code: 94112
 Dispensary Name: Waterfall Wellness Health Center Dispensary Phone #: (415) 859-5701
 Dispensary Operation Structure: Nonprofit Collective Nonprofit Cooperative - must be registered w/ state
 Dispensary Owner(s): Tiara Mitchell Waterfall Wellness Cooperative, INC
 Legal Ownership Structure: Nonprofit Corporation* Corporation* Sole Proprietor Partnership
 Cooperative* Other _____
 (*submit a copy of Article of Incorporation)

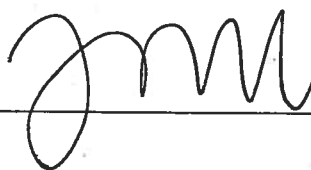
Applicant/Operator(s) Name*	Age	ID# and ID Type	Home Address
1. <u>Tiara Mitchell</u> <u>Secretary</u>	<u>23</u>	<u>E2537796</u>	<u>2750 Sparks Way Apt. 8</u> <u>Hayward, CA 94541</u>
(title, if corporate)		(ID type)	
2. _____	_____	_____	_____
(title, if corporate)		(ID type)	
Manager(s):*			
(Attach additional forms if necessary)		*Must submit valid proof of medical cannabis patient or caregiver status	

Has any owner/operator or manager been convicted of a felony? Yes No If yes, list felony(s) below and explain. Please note that all owners/operators and managers listed on this form must submit to a criminal background check. Use the back of this form if you need additional room.

List felony(s): _____

Note: California fire code requires a Place of Assembly permit if facility can accommodate 50 or more persons.
 Cannabis will be (check all that apply): Grown on site Smoked on site Vaporized on site

Signature(s) of Applicant(s):

X  X

X X

For Department of Public Health Office Use Only

Planning Referral: _____	Fire Dept. Referral: _____	Background Check: _____
Dealer's permit #: _____	DBI Referral: _____	Bus. Reg. Certification #: _____
MOD Referral: _____	Facility ID#: _____	Permit Revocation Check: _____
DPH Hearing Date: _____	Additional Notes: _____	



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH

Fire Marshall Referral Form

Fire Marshall
Division of Fire Prevention & Investigation
698 2nd Street, Room 109
San Francisco, CA 94107

This section to be completed by Owner/Operator:		Opening Date: <u>March 2011</u>	
Location: <u>1545 Ocean ave</u>	DBA: _____		
Owner/Operator: <u>Tiara Mitchell</u>	Business Type: <u>NCD</u>	Cooking: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Owner Address: <u>2750 Sparks Way, Apt 9, Hayward, CA 94541</u>			
Change of ownership: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Phone: <u>(415) 959-5761</u>	Cell: <u>(415) 317-2075</u>	
New Construction: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Remodeling: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

This section to be completed by Department of Public Health:			
Date: <u>3/11/14</u>	Inspector: <u>Clauswitz</u>	DPH Receipt #: <u>40914</u>	
HD: <u>—</u>	Phone: <u>252-3856</u>	Fax: <u>252-3842</u>	
Fire Marshall, the business named above warrants your timely inspection for fire clearance:			
<input type="checkbox"/> The Fire Marshall requires a fire clearance for the approval and issuance of a new Health Permit for this type of facility.			
<input type="checkbox"/> This facility was observed to have questionable or hazardous conditions: _____			
<input type="checkbox"/> For information only to update SFPD Records. (No Fire Fee Collected)			

This section to be completed by SFPD:		
<input checked="" type="checkbox"/> Approved Fire Safety		
<input type="checkbox"/> Disapproved Fire Safety:	_____	
<input type="checkbox"/> Pending Clearance:	_____	
(Attach a copy of pending SFPD document or NOV)		
Date: <u>5/13/14</u>	Inspector: <u>Capt Lowder Russell</u>	Phone: <u>(415) 558-3360</u>

Department of Public Health, Environmental Health

Workers' Compensation Declaration for Regulated Businesses

Owner/Operator: Tiara Mitchell
DBA/Name of Business: Waterfall Wellness Health Center
Address of Business: 1545 Ocean Ave SFPDH Permit Type: MCD

I understand that this business must comply with the Workers' Compensation laws of the State of California to obtain and maintain a valid permit to operate from the San Francisco Department of Public Health. I hereby affirm one of the following declarations:

- I have and will maintain a "Certificate of Consent to Self-Insure" for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain a "Certificate of Insurance" for workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

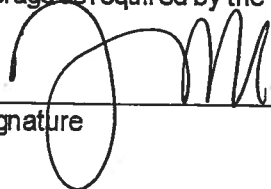
Carrier

Policy Number

- I certify that this business is not subject to requirements of Section 3700 of the Labor Code at this time.

I agree that if this business employs any person in any manner so as to become subject to the workers' compensation laws of the State of California and the provisions of Section 3700 of the Labor Code, I will comply with those provisions and I will provide proof of coverage as required by the San Francisco Department of Public Health.

02/11/2014
Date


Applicant Signature

Required Attachment: Certificate of Insurance from Carrier or
Certificate of Self-Insurance from the State.

Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provided in Section 3706 of the Labor Code, interest and attorney's fees.

Written Statement of Compliance with Article 33
of the San Francisco Health Code

This form must be filed annually, commencing January 2012

Date: 02/11/2014
Medical Cannabis Dispensary (MCD): Waterfall Wellness Health Center
MCD Address: 1545 Ocean Ave, SF, CA, 94112

As the undersigned permittee(s) of the above-referenced Medical Cannabis Dispensary, we hereby attest compliance with Article 33 of the San Francisco Health Code during the calendar year 14 for the following issues:

1. We operate in a not-for-profit manner.*
2. All medical cannabis distributed at our facility is from California.**
3. All activities related to the cultivation of medical cannabis conducted by our MCD in San Francisco comply with applicable State and local laws including, but not limited to, building codes and planning codes.***
4. All medical cannabis distributed at our MCD, including medical cannabis in edible form, has been cultivated by our MCD or our members individually.
5. All edible medical cannabis products are produced by our MCD, or our members.

By signing this declaration, we confirm that we have held a membership meeting and notified all members of the above items. We declare under the penalty of perjury that the aforementioned are true and correct.

Tiara Mitchell Secretary
Owner/Manager Name and Title
[Signature]
Signature

Owner/Manager Name and Title

Signature

*3308 (c) The medical cannabis dispensary shall operate on a not for profit basis. It shall receive only compensation for the reasonable costs of operating the dispensary including reasonable compensation incurred for services provided to qualified patients or primary caregivers to enable that person to use or transport cannabis pursuant to California Health and Safety Code Section 11362.7 et seq., or for payment for reasonable out-of-pocket expenses incurred in providing those services, or both. Reasonable out-of-pocket expenses may include reasonable expenses for patient services, rent or mortgage, utilities, employee costs, furniture, maintenance and reserves. Sale of medical cannabis to cover anything other than reasonable compensation and reasonable out-of-pocket expenses is explicitly prohibited.

**3308(d) Medical cannabis dispensaries shall sell or distribute only cannabis manufactured and processed in the State of California that has not left the State before arriving at the medical cannabis dispensary.

***SF Health Code article 33 requires compliance with Cal Health and Safety Code 11362.7 et seq., and the CA Attorney General Guidelines, issued in 2008. A permit to operate may be suspended or revoked if permittee is engaging in conduct regarding operating an MCD that violates state or local law.



Medical Marijuana Patient Identification Card



ID: 0046 3640 9023 0335
ISS: February 27, 2013
FN: TIARA
LN: MITCHELL
DOB: March 17, 1990
DMV: E2537796
PATIENT OF: STEFAN ARNON M.D.
CA medical license G15154

Expires On: February 26, 2014

For verification call: (818) 646-6004 or visit <http://verification420.com>



State of California Secretary of State

N

E-K60687

FILED

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

Apr - 19 2012

This Space For Filing Use Only

Statement of Information
(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)
Filing Fee \$20.00. If amendment, see instructions.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

C3308850
WATERFALL WELLNESS COOPERATIVE, INC
DANIEL MENDEZ
2131 QUESADA AVE
SAN FRANCISCO CA 94124

Due Date:

Complete Principal Office Address (Do not abbreviate the name of the city. Item 2 cannot be a P.O. Box.)

2. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
1545 OCEAN AVE SAN FRANCISCO CA 94112			

3. MAILING ADDRESS OF THE CORPORATION, IF REQUIRED	CITY	STATE	ZIP CODE
DANIEL MENDEZ 2131 QUESADA AVE SAN FRANCISCO CA 94124			

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.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
DANIEL RODRIGUEZ MENDEZ	2131 QUESADA AVE SAN FRANCISCO, CA 94124			

5. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
DANIEL RODRIGUEZ MENDEZ	2131 QUESADA AVE SAN FRANCISCO CA 94124			

6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
DANIEL RODRIGUEZ MENDEZ	2131 QUESADA AVE SAN FRANCISCO CA 94124			

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 8 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 8 must be left blank.)

7. NAME OF AGENT FOR SERVICE OF PROCESS

DANIEL RODRIGUEZ MENDEZ

8. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
2131 QUESADA AVE SAN FRANCISCO, CA 94124			

Davis-Stirling Common Interest Development Act (California Civil Code section 1350, et seq.)

9. Check here if the corporation is an association formed to manage common interest development under the Davis-Stirling Common interest Development Act and proceed to items 10, 11 and 12.

NOTE: Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code section 1363.6. Please see instructions on the reverse side of this form.

10. ADDRESS OF BUSINESS OR CORPORATE OFFICE OF THE ASSOCIATION, IF ANY	CITY	STATE	ZIP CODE

11. FRONT STREET AND NEAREST CROSS STREET FOR THE PHYSICAL LOCATION OF THE COMMON INTEREST DEVELOPMENT (Complete if the business or corporate office is not on the site of the common interest development)	9-DIGIT ZIP CODE

12. NAME AND ADDRESS OF ASSOCIATION'S MANAGING AGENT, IF ANY	CITY	STATE	ZIP CODE

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

04/19/2012	DANIEL RODRIGUEZ MENDEZ	DIRECTOR	
DATE	TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	TITLE	SIGNATURE



State of California Secretary of State

N

53

Statement of Information

(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 In the office of the Secretary of State of the State of California APR 20 2012

1. CORPORATE NAME

Water Fall Wellness Coop Inc

See Secretary of State's records for exact entity name

2. CALIFORNIA CORPORATE NUMBER

C3308850

NF EC

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

1545 Ocean Ave San Francisco

CITY

STATE ZIP CODE

CA 94112

4. MAILING ADDRESS OF THE CORPORATION

1545 Ocean Ave San Francisco

CITY

STATE ZIP CODE

C.A. 94112

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/ Director ADDRESS

Daniel Mendez 1543 Ocean Ave S.F. C.A. 94112

CITY

STATE ZIP CODE

6. SECRETARY ADDRESS

Michael Pearson 1543 Ocean Ave S.F. C.A. 94112

CITY

STATE ZIP CODE

7. CHIEF FINANCIAL OFFICER/ ADDRESS

Daniel Mendez 1543 Ocean Ave S.F. C.A. 94112

CITY

STATE ZIP CODE

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

Daniel Mendez

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY

1543 Ocean Ave S.F. C.A.

STATE ZIP CODE

CA 94112

Davis-Stirling Common Interest Development Act (California Civil Code section 1350, et seq.)

10. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act.

NOTE: Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code section 1363.6. Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

4-20-12 DATE

Daniel Mendez TYPE/PRINT NAME OF PERSON COMPLETING FORM

President TITLE

[Signature] SIGNATURE

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

WATERFALL WELLNESS COOPERATIVE, INC

FILE NUMBER: C3308850
FORMATION DATE: 07/21/2010
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of February 14, 2013.

Debra Bowen

DEBRA BOWEN
Secretary of State

JUL 21 2010

ARTICLE OF INCORPORATION

OF

WATERFALL WELLNESS COOPERATIVE, INC**I**

[NAME]

The name of the Cooperative shall be the **WATERFALL WELLNESS COOPERATIVE, INC** hereinafter known as the "Cooperative"

II

[PURPOSE]

This corporation is cooperative corporation organizes under the 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." The Cooperative is formed for the purpose of engaging in any activity connected with any one or more of the following activities:

(1) ~~The cultivating, harvesting, preserving, drying, processing, canning, packing, grading, storing, handling, transporting, distributing and utilization of any product of its members, or the manufacturing or making of by-products of any product of its members, for the sole and exclusive use, care and benefit of the Cooperative members;~~

(2) The manufacturing, distributing or supplying to its Cooperative members of the machinery, equipment, supplies, educational materials or other necessities required to assist in the facilitation of those activities enunciated above;

(3) The hiring, employment or retention of the other third parties who may not be Cooperative members for the purpose of performing the above activities for those medically or physically unable to perform such activities, which said third parties shall be paid an agreed upon wage for one or more of the Cooperative members.

(4) Acquire lawful product, possess and distribute to the Cooperative members as defined in California Health & Safety Code Sections 11362.765 and 11362.775 et seq.

(5) The financing of any of the above activities.

(6) The earning and savings of the Cooperative will be used for the general welfare of its members or equitably distributed to the Cooperative members in the form of cash, property, credits or services.

III [PRINCIPAL OFFICE]

The County where the principal office for the transaction of business of the Cooperative is to be located is Marin County, California

IV

[INITIAL AGENT FOR SERVICE OF PROCESS]

The name of the Corporation's initial agent for the service of process is Gregory Schoepp. The agent is natural person and his address for service of process is:

GREGORY SCHOEPP
3619 Balboa Street
San Francisco, CA 94121

V

[DIRECTORS]

The Cooperative shall have three Directors. The Directors shall Cooperatively as the Board of Directors, Qualification to serve on the Board of Directors shall be set forth in the By-Laws and shall require at a minimum that all said directors be qualified patients as same are defined in Health and Safety Code Sections 1136.25 et seq.

The Name and Address of the persons who are to serve as the initial Director of the Cooperative are as follows;

Gregory Schoepp 3619 Balboa Street, San Francisco, CA 94121

VI
[VOTING RIGHTS]

The voting rights of each member of the Cooperative shall be unequal and shall be determined and fixed in accordance with following general rule applicable to all members of the Cooperative:

Each member shall have one vote for Five Hundred dollars [\$500.00] of initial investment capital towards the planting, cultivation, care, harvesting and preparation of the medical marijuana, shall not exceed the legally permitted quantity allocated to each member.

VII
[REVOLVING FUNDS]

To provide funds for effecting Cooperative purposes, The Cooperative may collect or retain from members for its own use sums to be determined from time to time by the Board of Directors of the Cooperative, in accordance with any applicable provisions contained in the By-Laws. Pursuant to those provisions, retained funds shall be placed in one or more Cooperative funds called "Revolving Funds" to the credit of respective members from whom collected or retained, and each member shall be entitled to credit referenced to as a "Revolving Fund Credit" for the amount collected or retained from the member. Revolving Fund Credit shall be repayable out of monies in any revolving fund not required for the use of the Cooperative at that time, with the priorities and upon the conditions provided in the By-Laws of the Cooperative.

Revolving Fund Credits may also be set up on the books of the Cooperative and admitted by the Cooperative in payment for property purchased, leased or otherwise used by the Cooperative at the cost to the Cooperative, or as consideration for monies loaned or advanced by the Cooperative, the principal of which shall be payable solely and exclusively out of the monies in the revolving fund and credited in the same manner as retained funds.

Interest on retained monies in the Revolving Fund shall be accredited to the account of the effected members only to the extent the actual interest is earned on said monies, as may be hereafter provided for in the bylaws.

VII
[PROPERTY RIGHTS]

The property rights and interests of each member of the Cooperative shall be unequal and shall be determined and fixed by the following general rule applicable to all members of the Cooperative:

1. Unless otherwise provided by subsequent amendment to these papers, the Cooperative shall not hold title to any real property upon which the planned activities are to be conducted. However, nothing herein shall be construed as prohibiting the Cooperative from leasing real property for Cooperative purposes from either a member of the Cooperative or a third party provided that said lease agreement must be approved by majority of the then existing members and the lease rate shall not exceed the then current market value for similarly situated leased property.

2. Thereafter, each members property rights and interests in the Cooperative's non-agricultural capital [machinery, equipment, etc] shall be measured by the unrefunded contribution of the member in money or property to the Cooperative Révolving Fund and shall be in proportion to that member unrefunded contribution to said fund as same relates in pro rata formula to the unrefunded portion of all the members of the Cooperative.

3. Each member property interest in the harvested product produced by the Cooperative shall be proportion to their capital contribution to each said harvest, as referenced in the above provision on voting rights and as set forth with more particularity in the bylaws and general operating agreement, if one is executed as between the members and the Cooperative management.

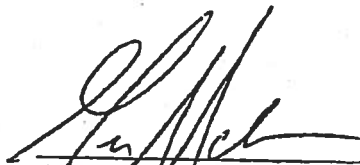
IX

[POWERS]

In order for it to carry out the purposes for which it was formed, the Cooperative shall have and may exercise each and every power, privilege, right and immunity now or hereafter authorized for a corporation organized and existing pursuant to California Corporation Code §12310(b), including but not limited to those rights, powers and privileges provided for under Health and Safety Code Section 11362.5 and 11362.7(f), et seq with respect to the designation of a primary care-giver by a recognized and qualified medical marijuana patient.

The Cooperative have the additional authority to retain, employ or engage other third parties to act for and on behalf of its members at any time as many be required to carry out the functions of said Cooperative provided that each and every aforesaid third party shall either be a qualified patient within the context of Section 11362.5, or a previously designated care-giver for one or more of the Cooperative members.

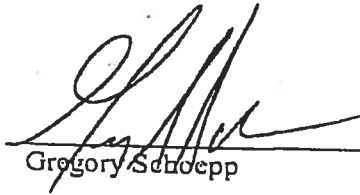
IN WITNESS WHEREOF, we have hereunto set our hands this 9th days of July, 2010 in the County of San Francisco, California:



Gregory Schoepp, Initial Director

DECLARATION

It is hereby declared that I am the person who executed this instrument, which is my act and deed.



Gregory Schoepp

Executed: JULY 9 -10



Secretary of State

Administration Elections Business Programs Political Reform Archives

Business Entities (BE)

Online Services

- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information
(annual/biennial reports)

Filing Tips

Information Requests
(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, May 2, 2014. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	WATERFALL WELLNESS COOPERATIVE, INC
Entity Number:	C3308850
Date Filed:	07/21/2010
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	1545 OCEAN AVE
Entity City, State, Zip:	SAN FRANCISCO CA 94112
Agent for Service of Process:	DANIEL MENDEZ
Agent Address:	1543 OCEAN AVE
Agent City, State, Zip:	SAN FRANCISCO CA 94112

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

Copyright © 2014 California Secretary of State

SECURITY LAYOUT

Security Camera System -

Waterfall Wellness has a total of 17 cameras in place that are active at our dispensary. There are 3 located in front of the store, 1 in the hallway, 1 in the reception, 2 in the main office, 7 in the lobby, 3 in the backyard. They help with surveillance of the facility as well as provide an additional sense of protection for the patients that visit our center. In addition it also serves as a deterrent for anyone considering participating in any kind of criminal activity. They are being recorded 24 hours a day to a cloud server so if anything does ever arise we can always go back to review the footage to see what occurred.

Safes -

As a company we have on our premises a total of 3 safes. There are two firearm safes that are located in the main office, and they are used to store our active inventory and nightly cash drops. There is also another smaller safe that is located behind the counter for the bud tenders to make periodic cash drops when the cash registers reach a certain amount of money. The safes provide security and protection for all of the patients' medicine and their donations. It allows us to keep operating at safe and sound level, and conduct our everyday procedures with more of a piece of mind.

Personnel-

In front of the business we have an employee to greet and check-in the patients as they arrive. This employee verifies their recommendation and ensures that it is valid before the patient is allowed to enter. Other duties of this employee are to keep a vigilant eye for any suspicious activity, and to keep the front area clear of people loitering or hanging out. This person should report anything out of the ordinary to upper management immediately. Also all employees have walkie-talkies within reach at different locations of the building so if there was ever an emergency to arise we could communicate with each other quickly.

Alarm System-

In place we also have a contract with an alarm company that provides security services overnight while the business is closed down. It is connected directly to the police department so if an incident transpires law enforcement can respond quickly and efficiently to our location. This action aims to give added protection to and also help prevent people from trying to trespass while no one is present at the company. The alarm secures both front doors, both back doors and all of the windows in the building.

The alarm is equipped with motion sensors to detect any movement and will be set off at any indication of motion.

Gates and Fences-

Another security measure we have at Waterfall Wellness is our gates at the front and back doors and bars that fence up the windows from outside intruders. This is another deterrent to prevent people from trying to break in after hours. All the measures we have implemented work in collaboration with each other and provide a safer environment for the patients and all of our staff. We have taken many preventative measures to ensure the safest possible experience for everyone, yet we are still open to making a concerted effort to make this establishment even safer whenever it's deemed possible.



CERTIFICATE OF LIABILITY INSURANCE

WATER-2

OP ID: IC

DATE (MM/DD/YYYY)

04/22/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R Carrie Insurance Agency, Inc CA LIC 0C01392 P.O. Box 15580 San Francisco, CA 94115 Irja Carrie	415-567-7660 415-474-7409	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
INSURED Waterfall Wellness Center Maxine Mendez 1545 Ocean Avenue San Francisco, CA 94112	INSURER A: State Comp Ins Fund	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPI/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION S						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9096693-2014	04/18/14	04/18/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF WORKERS' COMPENSATION INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carrie

© 1988-2010 ACORD CORPORATION. All rights reserved.

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

ACCOUNT NUMBER

4/20/2011 SR BH 102-049737

WATERFALL WELLNESS COOP. INC
1545 OCEAN AVE
SAN FRANCISCO, CA 94112-1715

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

BOE-442-R REV. 15 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

BUSINESS REGISTRATION CERTIFICATE

RENEW BY DATE
05-31-2014

EXPIRATION DATE
06-30-2014

FY 2013-14

CERTIFICATE 457611	LOC 001	CLASS 08	CLASSIFICATION DESCRIPTION RETAIL SALES
BUSINESS NAME (DBA) WATERFALL WELLNESS		BUSINESS LOCATION 1545 OCEAN AVE	
OWNERSHIP WATERFALL WELLNESS CO-OP INC		TAXPAYER SIGNATURE	

WATERFALL WELLNESS CO-OP INC
1545 OCEAN AVE

SAN FRANCISCO CA 94112

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE TREASURER & TAX COLLECTOR


Jose Cisneros
Treasurer


David Augustine
Tax Collector

POST CLEARLY VISIBLE AT THIS BUSINESS LOCATION

Read reverse side for update address or to close a business, notify the Tax Collector online at <https://etaxstatement.sfgov.org/AccountUpdate/>

**BYLAWS
OF
WATERFALL WELLNESS COOPERATIVE, INC.**

TABLE OF CONTENTS

Article I	NAME AND PURPOSE.....	1
Section 1.01	NAME.....	1
Section 1.02	PURPOSE.....	1
Article II	OFFICES.....	1
Section 2.01	REGISTERED OFFICE.....	1
Section 2.02	PRINCIPAL OFFICE.....	1
Section 2.03	OTHER OFFICES.....	1
Article III	MEMBERS.....	1
Section 3.01	RESTRICTIONS ON MEMBERSHIP.....	1
Section 3.02	DUES.....	1
Article IV	MEETINGS OF MEMBERS.....	2
Section 4.01	ANNUAL MEETINGS.....	2
Section 4.02	SPECIAL MEETINGS.....	2
Section 4.03	PLACE OF MEETINGS.....	2
Section 4.04	NOTICE OF MEETINGS.....	2
Section 4.05	ADJOURNMENTS.....	3
Section 4.06	QUORUM.....	3
Section 4.07	VOTING.....	3
Section 4.08	INSPECTOR OF ELECTION.....	4
Section 4.09	MEMBER ACTION WITHOUT MEETINGS.....	4
Section 4.10	RECORD DATE.....	4
Article V	BOARD OF DIRECTORS.....	5
Section 5.01	GENERAL POWERS.....	5
Section 5.02	NUMBER AND TERM.....	5
Section 5.03	ELECTION OF DIRECTORS.....	5
Section 5.04	RESIGNATION AND REMOVAL.....	5
Section 5.05	VACANCIES.....	5
Section 5.06	PLACE OF MEETINGS.....	6
Section 5.07	FIRST MEETING.....	6
Section 5.08	REGULAR MEETINGS.....	6

Section 5.09	SPECIAL MEETINGS.....	6
Section 5.10	QUORUM AND ACTION.....	6
Section 5.11	ACTION BY CONSENT.....	7
Section 5.12	COMPENSATION.....	7
Section 5.13	COMMITTEES.....	7
Section 5.14	OFFICERS OF THE BOARD.....	7
Article VI	OFFICERS	7
Section 6.01	OFFICERS.....	8
Section 6.02	ELECTION AND TERM.....	8
Section 6.03	SUBORDINATE OFFICERS.....	8
Section 6.04	REMOVAL AND DESIGNATION.....	8
Section 6.05	VACANCIES.....	8
Section 6.06	CHAIRMAN OF THE BOARD.....	8
Section 6.07	CHIEF EXECUTIVE OFFICER.....	8
Section 6.08	PRESIDENT.....	8
Section 6.09	VICE PRESIDENT.....	9
Section 6.10	SECRETARY.....	9
Section 6.11	TREASURER.....	10
Section 6.12	COMPENSATION.....	10
Article VII	CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS.....	10
Section 7.01	EXECUTION OF CONTRACTS.....	10
Section 7.02	CHECKS, DRAFTS, ETC.....	10
Section 7.03	DEPOSIT	10
Section 7.04	GENERAL AND SPECIAL BANK ACCOUNTS.....	10
Article VIII	MEMBERSHIP INTEREST, NON-TRANSFERABLE.....	10
Section 8.01	MEMBERSHIP INTEREST CERTIFICATES	10
Section 8.02	RESTRICTIONS ON TRANSFER.....	10
Article IX	INDEMNIFICATION.....	10
Section 9.01	ACTIONS OTHER THAN BY OR IN THE RIGHT OF THE CORPORATION	11
Section 9.02	ACTIONS BY OR IN THE RIGHT OF THE CORPORATION.....	11

Section 9.03	DETERMINATION OF RIGHT OF INDEMNIFICATION	12
Section 9.04	INDEMNIFICATION AGAINST EXPENSES OF SUCCESSFUL PARTY	12
Section 9.05	ADVANCE OF EXPENSES	12
Section 9.06	OTHER RIGHTS AND REMEDIES.....	12
Section 9.07	INSURANCE.....	12
Section 9.08	TERM.....	12
Section 9.09	SEVERABILITY.....	12
Article X	MISCELLANEOUS	13
Section 10.01	FISCAL YEAR	13
Section 10.02	SEAL	13
Section 10.03	WAIVER OF NOTICES	13
Section 10.04	LOANS AND GUARANTIES	13
Section 10.05	GENDER	13
Section 10.06	FORM OF RECORDS	13
Section 10.07	AMENDMENTS.....	13

BYLAWS

OF

~~WATERFALL WELLNESS COOPERATIVE, INC.~~

a California corporation

ARTICLE I

NAME AND PURPOSE

Section 1.01 NAME. The name of this corporation shall be "WATERFALL WELLNESS COOPERATIVE, INC." and shall be organized pursuant to the laws of the State of California (hereinafter called the "Corporation").

Section 1.02 PURPOSE. The purpose and mission of this Corporation shall be to operate as a not-for-profit cooperative, democratically controlled and not organized to make a profit for itself or for its members, as such, but primarily for its Members as patrons. The earnings and savings of the Corporation must be used for the mutual benefit of its Members or equitably distributed to Members in the form of cash, property, credits or services.

ARTICLE II

OFFICES

Section 2.01 REGISTERED OFFICE. The registered office of the Corporation shall be at such place in the State of California as shall be designated by the Board of Directors (hereinafter called the "Board").

Section 2.02 PRINCIPAL OFFICE. The principal office for the transaction of the business of the Corporation shall be at such location, within the State of California, as shall be designated by the Board.

Section 2.03 OTHER OFFICES. The Corporation may also have an office or offices at such other place or places, within the State of California, as the Board may from time to time determine or as the business of the Corporation may require.

ARTICLE III

MEMBERS

Section 3.01 RESTRICTIONS ON MEMBERSHIP. The rules and restrictions pursuant to The Compassionate Use Act of 1996, as amended, and the Medical Marijuana Program Act, as amended, shall limit membership in the Corporation. To that end, only persons evidencing proof of voluntary registration under California law and/or proof of written

recommendation for medical marijuana from a licensed physician shall be qualified to join as a member of the Corporation.

ARTICLE IV

MEETINGS OF MEMBERS

Section 4.01 ANNUAL MEETINGS. Annual meetings of the Members of the Corporation for the purpose of electing directors and for the transaction of such other proper business as may come before such meetings shall be held at such time, date and place as the Board shall determine by resolution.

Section 4.02 SPECIAL MEETINGS. Special meetings of the Members of the Corporation for any purpose or purposes may be called at any time by the Board, or by a committee of the Board which has been duly designated by the Board and whose powers and authority, as provided in a resolution of the Board or in the Bylaws, include the power to call such meetings, or by one or more Members holding interest in the aggregate entitled to cast not less than 75% of the votes at that meeting, but such special meetings may not be called by any other person or persons; provided, however, that if and to the extent that any special meeting of Members may be called by any other person or persons specified in any provisions of the Articles of Incorporation or any amendment thereto, then such special meeting may also be called by the person or persons, in the manner, at the time and for the purposes so specified.

Section 4.03 PLACE OF MEETINGS. All meetings of the Members shall be held at such places, within the State of California, as may from time to time be designated by the person or persons calling the respective meetings and specified in the respective notices or waivers of notice thereof.

Section 4.04 NOTICE OF MEETINGS. Except as otherwise required by law, notice of each meeting of the Members, whether annual or special, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Member of record entitled to vote at such meeting by delivering a typewritten or printed notice thereof to the Member personally, or by depositing such notice in the United States mail, in a postage prepaid envelope, directed to the address furnished by the Member to the Secretary of the Corporation for such purpose or, if not furnished to the Secretary for such purpose, then the address last known to the Secretary, or by transmitting a notice thereof at such address by telegraph, cable or wireless. Except as otherwise expressly required by law, no publication of any notice of a meeting of the Members shall be required. Every notice of a meeting of the Members shall state the place, date and hour of the meeting, and, in the case of a special meeting shall also state the purpose or purposes for which the meeting is called. Except as otherwise expressly required by law, notice of any adjourned meeting of the Members need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

No notice need be given to any person with whom communication is unlawful, nor shall there be any duty to apply for any permanent or license to give notice to any such person.

Section 4.05 ADJOURNMENTS. Any meeting of Members, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting.

Section 4.06 QUORUM. Except as provided by law, the Corporation's Articles of Incorporation, or these Bylaws, the Members of record of a majority in voting interest of the interests of the Corporation entitled to be voted, present in person or by proxy, shall constitute a quorum for the transaction of business at any meeting of the Members of the Corporation or any adjournment thereof. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. In the absence of a quorum at any meeting or any adjournment thereof, a majority in voting interest of the Members present in person or by proxy and entitled to vote thereat or, in the absence therefrom of all the Members, any officer entitled to preside at or to act as secretary of such meeting may adjourn such meeting from time to time. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 4.07 VOTING.

(a) Except as otherwise provided in the Corporation's Articles of Incorporation, at each meeting of the Members each Member shall be entitled to cast one (1) vote in person or by proxy on the matter in question and which shall have been held only by the Member and registered in such persons name on the books of the Corporation.

(b) Any such voting rights may be exercised by the Member entitled thereto in person or by proxy appointed by an instrument in writing, subscribed by such Member or by such Members' attorney authorized and delivered to the secretary of the meeting; provided, however, that no proxy shall be voted or acted upon after three years from its date unless said proxy shall provide for a longer period. The attendance at any meeting of a Member who may theretofore have given a proxy shall not have the effect of revoking the proxy unless Member provides written notice to the Corporation expressly revoking the proxy. At any meeting of the Members all matters, except as otherwise provided in the Articles of Incorporation, in these Bylaws or by law, shall be decided by the vote of a majority in voting interest of the Members present in person or by proxy and entitled to vote therein. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. The vote at any meeting of the Members on any question need not be by ballot, unless so directed by the chairman of the meeting. On a vote by ballot, each ballot shall be signed by the Member voting, or by proxy, if there be such proxy.

Section 4.08 INSPECTOR OF ELECTION. If at any meeting of the Members a vote by written ballot shall be taken on any question, the chairman of such meeting may appoint, and shall appoint if required by law, one or more inspectors of election to act with respect to such vote. Each inspector so appointed shall first subscribe an oath faithfully to execute the duties of an inspector at such meeting with strict impartiality and according to the best of his ability. Such inspectors shall decide upon the qualification of the voters and shall report the number of

Members represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and, when the voting is completed, shall ascertain and report the number of votes for and against the question. Reports of the inspectors shall be in writing and subscribed and delivered by them to the Secretary of the Corporation. Inspectors must be Members of the Corporation, and any officer of the Corporation may be an inspector on any question other than a vote for or against a proposal in which the officer has a material interest. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 4.09 MEMBER ACTION WITHOUT MEETINGS. Any action required by the General Corporation Law of the State of California to be taken at any annual or special meeting of the Members, or any action which may be taken at any annual or special meeting of the Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

Section 4.10 RECORD DATE. In order that the Corporation may determine the Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which record date: (i) in the case of determination of Members entitled to vote at any meeting of Members or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (ii) in the case of determination of Members entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board; and (iii) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (i) the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (ii) the record date for determining Members entitled to express consent to corporate action in writing without a meeting when no prior action of the Board is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, or, if prior action by the Board is required by law, shall be at the close of business on the day on which the Board adopts the resolution taking such prior action; and (iii) the record date for determining Members for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

ARTICLE V

BOARD OF DIRECTORS

~~Section 5.01~~ GENERAL POWERS. The property, business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all of the powers of the Corporation, ~~except such as are by the Articles of Incorporation by these Bylaws or by law conferred upon or reserved to the Members.~~

~~Section 5.02~~ NUMBER AND TERM. The authorized number of directors of the Corporation shall consist of two or more members and shall be established from time to time by the Board. ~~Each director shall hold office until a successor is elected and qualified or until the director's resignation, disqualification, removal (with cause), or earlier death.~~

~~Section 5.03~~ ELECTION OF DIRECTORS. ~~The directors shall be nominated and elected only by a majority vote of the remaining directors in good standing with the Corporation, although less than a quorum, or by a sole remaining director. The directors shall be elected by the directors of the Corporation.~~

Section 5.04 RESIGNATION AND REMOVAL. Any director of the Corporation may resign at any time upon sixty (60) days prior notice given in writing or by electronic transmission to the Board or to the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein, or, if the time is not specified, it shall take effect immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.05 VACANCIES. Except as otherwise provided in the Articles of Incorporation, any vacancy in the Board, whether because of death, resignation, disqualification, an increase in the number of directors, or any other cause, may be filled solely by vote of the majority of the remaining directors, although less than a quorum, or by a sole remaining director. Each director so chosen to fill a vacancy shall hold office until the successor shall have been elected and shall qualify or until such person shall resign or shall have been removed. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his/her term of office.

Upon the resignation of one or more directors from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided hereinabove in the filling of other vacancies.

Section 5.06 PLACE OF MEETING. The Board may hold any of its meetings at such place or places within the State of California as the Board may from time to time by resolution designate or as shall be designated by the person or persons calling the meeting or in the notice or waiver of notice of any such meeting. The Board may participate in any regular or special meeting by means of conference telephone, internet or similar communications equipment pursuant to which all persons participating in the meeting of the Board can hear each other, and such participation shall constitute presence in person at such meeting.

Section 5.07 FIRST MEETING. The Board shall meet as soon as practicable after each annual election of directors and notice of such first meeting shall not be required.

Section 5.08 REGULAR MEETINGS. Regular meetings of the Board must be held within the State of California at such times as the Board shall from time to time by resolution determine. If any day fixed for a meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting shall be held at the same hour and place on the next succeeding business day that is not a legal holiday. Except as provided by law, notice of regular meetings need not be given.

Section 5.09 SPECIAL MEETINGS. Special meetings of the Board may be called at any time by the Chairman of the Board or the President or by any two (2) directors, to be held at the principal office of the Corporation, or at such other place or places, within the State of California, as the person or persons calling the meeting may designate.

Notice of the time and place of special meetings shall be given to each director either (i) by mailing or otherwise sending to him a written notice of such meeting, charges prepaid, addressed to him at his address as it is shown upon the records of the Corporation, or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held, at least seventy-two (72) hours prior to the time of the holding of such meeting; or (ii) by oral or electronic notice of such meeting at least forty-eight (48) hours prior to the time of the holding of such meeting. Either of the notices as above provided shall be due, legal and personal notice to such director.

Section 5.10 QUORUM AND ACTION. Except as otherwise provided in these Bylaws or by law, the presence of a majority of the authorized number of directors shall be required to constitute a quorum for the transaction of business at any meeting of the Board, and all matters shall be decided at any such meeting, a quorum being present, by the affirmative votes of a majority of the directors present. In the absence of a quorum, a majority of directors present at any meeting may adjourn the same from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given. The directors shall act only as a Board, and the individual directors shall have no power as such.

Section 5.11 ACTION BY CONSENT. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing or by electronic transmission(s), and such written consent or electronic transmission(s) are filed with the minutes of proceedings of the Board or such committee. Such action by written consent or electronic transmission shall have the same force and effect as the unanimous vote of such directors.

Section 5.12 COMPENSATION. No stated salary need be paid to directors, as such, for their services but, as fixed from time to time by resolution of the Board, the directors may receive directors' fees, compensation and reimbursement for expenses for attendance at directors' meetings, for serving on committees and for discharging their general duties; provided that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

Section 5.13 COMMITTEES. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or

not the members present constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board conducts its business pursuant to these Bylaws. Any such committee shall keep written minutes of its meetings and report the same to the Board when required.

Section 5.14 OFFICERS OF THE BOARD. A Chairman of the Board or a Vice Chairman may be appointed from time to time by the Board and shall have such powers and duties as shall be designated by the Board.

ARTICLE VI

OFFICERS

Section 6.01 OFFICERS. The officers of the Corporation shall be a President, a Secretary and a Treasurer. The Corporation may also have, at the discretion of the Board, a Chairman of the Board, a Chief Executive Officer, one or more Vice Presidents, one or more Assistant Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers and such other officers as may be appointed in accordance with the provisions herein. The same person may hold any number of offices. The salaries of all officers of the Corporation shall be fixed from time to time by the Board.

Section 6.02 ELECTION AND TERM. The officers of the Corporation, except such officers as may be appointed in accordance with the provisions herein, shall be chosen annually by the Board, and each shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve, or until a successor shall be elected and qualified.

Section 6.03 SUBORDINATE OFFICERS. The Board may appoint, or may authorize the President or Chief Executive Officer, if any, to appoint, such other officers as the business of the Corporation may require, each of whom shall have such authority and perform such duties as are provided in these Bylaws or as the Board, the President or the Chief Executive Officer, if any, from time to time may specify, and shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve.

Section 6.04 REMOVAL AND RESIGNATION. Any officer may be removed, with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board, by the President or Chief Executive Officer, if any, upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Board, the Chairman of the Board, the President, the Chief Executive Officer or the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at

any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.05 VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the Bylaws for the regular appointments to such office.

Section 6.06 CHAIRMAN OF THE BOARD. The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned by the Board of Directors or prescribed by the Bylaws. If there is no Chief Executive Officer or President, the Chairman of the Board shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed herein.

Section 6.07 CHIEF EXECUTIVE OFFICER. The Chief Executive Officer, if such an officer be elected, shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the Corporation. In the absence or disability of the Chairman of the Board, or if no such officer is elected, the Chief Executive Officer shall preside at all meetings of shareholders and the Board of Directors. The Chief Executive Officer shall have the general powers and duties of management usually vested in the chief executive officer of a corporation, and shall have such other powers and duties with respect to the administration of the business and affairs of the Corporation as may from time to time be assigned to him by the Board of Directors or as prescribed by the bylaws.

Section 6.08 PRESIDENT. Subject to such supervisory powers as may be given by the Board of Directors to the Chairman of the Board or the Chief Executive Officer, if there be such officers, the President shall have the general powers and duties of management usually vested in the office of president of a corporation and shall have such other powers and duties as may from time to time be prescribed by the Board of Directors or Chief Executive Officer, if any, or as prescribed by the bylaws. If there is no Chief Executive Officer, the President shall be the chief executive officer of the corporation and shall have the powers and duties prescribed herein.

Section 6.09 VICE PRESIDENT. The Vice President(s), if any, shall exercise and perform such powers and duties with respect to the administration of the business and affairs of the Corporation as from time to time may be assigned to each of them by the President, by the Chief Executive Officer, if any, by the Chairman of the Board, if any, by the Board or as is prescribed by the Bylaws. In the absence or disability of the President and Chief Executive Officer, if any, the Vice Presidents, in order of their rank as fixed by the Board, or if not ranked, the Vice President designated by the Board, shall perform all of the duties of the President and when so acting shall have all of the powers of and be subject to all the restrictions upon the President.

Section 6.10 SECRETARY. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office for the transaction of the business of the Corporation, or such other place as the Board may order, of all meetings of directors and Members, with the time and place of holding, whether regular or special, and if special, how authorized and the notice thereof given, the names of those present at directors' meetings, the number of Members present and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office for the transaction of the business of the Corporation, a share register, or a duplicate share register,

showing the names of the Members and their addresses, the number and classes, if any, of votes held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all the meetings of the Members and of the Board required by these Bylaws or by law to be given, and shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws. If for any reason the Secretary shall fail to give notice of any special meeting of the Board called by one or more of the persons identified in these Bylaws, or fail to give notice of any special meeting of the Members called by one or more of the persons identified in these Bylaws, then any such person or persons may give notice of any such special meeting.

Section 6.11 TREASURER. The Treasurer shall keep and maintain or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and membership interests. The books of account at all reasonable times shall be open to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the President, to the Chief Executive Officer, if any, and to the directors, whenever they request it, an account of all of all business transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 6.12 COMPENSATION. The Board shall fix the compensation of the officers of the Corporation, if any, from time to time.

ARTICLE VII

CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

Section 7.01 EXECUTION OF CONTRACTS. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board or by these Bylaws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount. Notwithstanding the foregoing, the President, or such other person as the President and/or Chief Executive Officer, if any, shall have authority to enter into contracts which are usual and customary in the ordinary course of the Corporation's business on behalf of the Corporation.

Section 7.02 CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board. Each such person shall give such bond, if any, as the Board may require.

Section 7.03 DEPOSIT. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select, or as may be selected by any officer or officers, assistant or assistants, agent or agents, attorney or attorneys, of the Corporation to whom such power shall have been delegated by the Board. For the purpose of deposit and for the purpose of collection for the account of the Corporation, the President, the Chief Executive Officer, any Vice President or the Treasurer (or any other officer or officers, assistant or assistants, agent or agents, or attorney or attorneys of the Corporation who shall be determined by the Board from time to time) may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Corporation.

Section 7.04 GENERAL AND SPECIAL BANK ACCOUNTS. The Board from time to time may authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board may select or as may be selected by an officer or officers, assistant or assistants, agent or agents, or attorney or attorneys of the Corporation to whom such power shall have been delegated by the Board. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as it may deem expedient.

ARTICLE VIII

MEMBERSHIP INTEREST CERTIFICATES, NON-TRANSFERABLE

Section 8.01 CERTIFICATES FOR MEMBERSHIP INTEREST. Every Member of the Corporation may receive a certificate or certificates, in such form as the Board shall prescribe, if any, certifying membership in the Corporation. The certificates shall be signed in the name of the Corporation by the Chairman of the Board, the President or a Vice President and by the Secretary or an Assistant Secretary or by the Treasurer or an Assistant Treasurer. A record shall be kept of the respective names of the persons with a Membership interest and the respective dates thereof, and in case of cancellation, the respective dates of cancellation.

Section 8.02 RESTRICTIONS ON TRANSFER. Notwithstanding anything to the contrary contained in this Agreement, Membership in the Corporation *may not* be assigned, sold or otherwise transferred if such assignment, sale or other transfer is prohibited by law or is not effected in compliance with any and all applicable state laws and regulations or would result in a termination of the Corporation for any purpose.

Section 8.03 LOST, STOLEN, DESTROYED AND MUTILATED CERTIFICATES. In any case of loss, theft, destruction, or mutilation of any certificate of Membership, another may be issued in its place upon proof of such loss, theft, destruction, or mutilation and upon the giving of a bond of indemnity to the Corporation in such form and in such sums as the Board may direct; provided, however, that a new certificate may be issued without requiring any bond when, in the judgment of the Board, it is proper to do so.

ARTICLE IX

INDEMNIFICATION

Section 9.01 ACTIONS OTHER THAN BY OR IN THE RIGHT OF THE CORPORATION. The Corporation may indemnify any person – on a case by case basis and within the sole discretion of the Board of Directors - who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that the conduct was lawful.

Section 9.02 ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The Corporation may indemnify any person – on a case by case basis - who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, or employee of the Corporation, actually and reasonably incurred in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation.

Section 9.03 DETERMINATION OF RIGHT OF INDEMNIFICATION. Any indemnification under Section 9.01 or 9.02 of these Bylaws shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer or employee is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 9.01 and 9.02 of these Bylaws. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Section 9.04 INDEMNIFICATION AGAINST EXPENSES OF SUCCESSFUL PARTY. Notwithstanding the other provisions of this Article IX, to the extent that a director, officer, or employee of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.01 or 9.02 of these Bylaws, or in defense of any claim, issue or matter therein, he or she may be indemnified – upon approval by the Board of Directors - against expenses (including reasonable attorneys' fees) actually and reasonably incurred in connection therewith.

Section 9.05 ADVANCE OF EXPENSES. Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the Corporation

to the fullest extent permitted by law in advance of the final disposition of such action, suit or proceeding as authorized by the Board upon receipt of an undertaking by or on behalf of the director or officer, to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article IX. Such expenses incurred by other employees may be so paid upon such terms and conditions, if any, as the Board deems appropriate.

Section 9.06 OTHER RIGHTS AND REMEDIES. The indemnification and advancement of expenses provided by, or granted pursuant to, pursuant to the other Sections of this Article IX shall not be deemed exclusive and are declared expressly to be nonexclusive of any other rights to which those seeking indemnification or advancements of expenses may be entitled under any bylaw, agreement, vote of Members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 9.07 INSURANCE. Upon resolution passed by the Board, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or arising out of the persons status as such, whether or not the Corporation would have the power to indemnify such same person against such liability under the provisions of this Article IX.

Section 9.08 TERM. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article IX shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 9.09 SEVERABILITY. If any part of this Article IX shall be found, in any action, suit or proceeding or appeal therefrom or in any other circumstances or as to any particular officer, director, employee or agent to be unenforceable, ineffective or invalid for any reason, the enforceability, effect and validity of the remaining parts or of such parts in other circumstances shall not be affected, except as otherwise required by applicable law.

ARTICLE X

MISCELLANEOUS

Section 10.01 FISCAL YEAR. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 10.02 SEAL. The Board shall provide a corporate seal, which shall be in the form of a circle and shall bear the name of the Corporation and words and figures showing that the Corporation was incorporated in the State of California and showing the year of incorporation.

Section 10.03 WAIVER OF NOTICES. Whenever notice is required to be given under any provision of these bylaws, the Articles of Incorporation or by law, a written waiver, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a

waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members, directors, or members of a committee of directors need be specified in any written waiver of notice unless required by the Articles of Incorporation.

Section 10.04 LOANS AND GUARANTIES. The Corporation may lend money to, or guarantee any obligation of, and otherwise assist any officer or other Member of the Corporation, including any officer who is a director, whenever, in the judgment of the Board, such loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty, or other assistance may be with or without interest, and may be unsecured or secured in such manner as the Board shall approve.

Section 10.05 GENDER. All personal pronouns used in these Bylaws shall include the other genders, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 10.06 FORM OF RECORDS. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time.

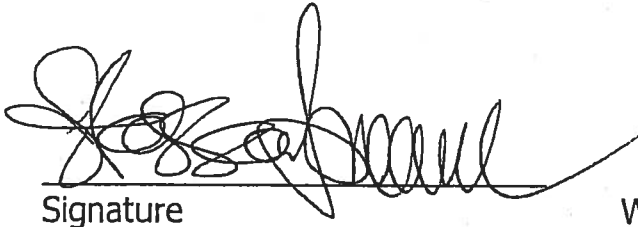
Section 10.07 AMENDMENTS. These Bylaws, or any of them, may be rescinded, altered, amended or repealed, and new Bylaws may be made (i) by the Board, by vote of a majority of the number of directors then in office as directors, acting at any meeting of the Board or (ii) by the Members, by the vote of a majority of the Members of the Corporation, at an annual meeting of Members, without previous notice, or at any special meeting of Members, provided that notice of such proposed amendment, modification, repeal or adoption is given in the notice of special meeting. Any Bylaw made or altered by the Members may be altered or repealed by the Board or may be altered or repealed by the Members.

ALL PURPOSE ACKNOWLEDGEMENT CALIFORNIA

STATE OF CALIFORNIA ()
COUNTY OF SAN FRANCISCO)

On Monday, January 02, 2012 before me Hasan Imam, (Notary Public)
Personally Appeared **DANIEL MENDEZ AND GREGORY J. SCHOEPP** who
proved to me on the basis of satisfactory evidence to be the persons whose
names are subscribed to the within instrument and acknowledged to me that
they executed the same in their authorized capacities, and that by **their**
signatures on the instrument the persons, or the entity upon behalf of which the
persons acted, executed the instrument.

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


Signature



WITNESS my hand and official seal.

OPTIONAL INFORMATION

Though the data below is not required by law, it may prove valuable to persons relying on the
document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT

Bylaws of waterfall wellness cooperative, inc.
TITLE OR TYPE OF DOCUMENT

17 (seventeen)
NUMBER OF PAGES

01/02/2012
DATE OF DOCUMENT

CERTIFICATE OF SECRETARY

The undersigned certifies that:

(1) The undersigned is a duly elected and acting Board Member of WATERFALL WELLNESS COOPERATIVE, INC., a California corporation; and

(2) The foregoing Bylaws constitute the Bylaws of the Corporation as duly adopted by Unanimous Written Consent of the Board of Directors effective as of 1/2/2012
~~2012~~

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 2nd day of January, ~~2012~~ 2012

[Signature] 1/2/12
_____, Board Member

Daniel Mendez

_____, Board Member

[Signature] 1-2-12
_____, Board Member

GREGORY J. SCHOEPP

ACKNOWLEDGMENT

THE STATE OF CALIFORNIA
COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, _____ by _____, a Board Member of the corporation and is known by me or has been demonstrated by sufficient evidence to be the person represented.
(Notary Seal)

My Commission Expires:

Notary Public in and for the
State of California

SEE ATTACHED CA ARM [Signature]

Printed name of Notary



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH

Edwin Lee, Mayor
Barbara Garcia, MPA.
Director of Health

OCCUPATIONAL & ENVIRONMENTAL HEALTH

May 23, 2014

To: Greg Suhr, San Francisco Chief of Police
Police Permit Section, 850 Bryant

From: Richard Lee, Director of Environmental Health

Through: Ryan Clausnitzer, Senior Inspector, Medical Cannabis Dispensary Inspection Program

Re: Notification of Permit Issued to Medical Cannabis Dispensary

Pursuant to San Francisco Health Code Article 33, Section 3307 (e), this is to notify you that a Permit to Operate a Medical Cannabis Dispensary has been issued to the following facility:

Waterfall Wellness Cooperative, Inc. to operate Waterfall Wellness Health Center @ 1545 Ocean Avenue.

If you have any questions, please contact Ryan Clausnitzer at 252-3856.

**Medical Cannabis
Dispensary Inspection
Program**

**1390 Market Street, Suite 210
San Francisco CA, 94102**

**Phone (415) 252-3856
fax (415) 252-3894**

Exhibit C

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

GREGORY SCHOEPP, DOE 1 through DOE 20, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

WATERFALL WELLNESS CO-OPERATIVE, INC.,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

SUPERIOR COURT, SAN FRANCISCO
400 McAllister Street, San Francisco, CA 94102

CASE NUMBER:
(Número del Caso):

CGC-14-537946

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

PAUL R. PERDUE 369 Pine Street, #820, San Francisco, CA 94104 (415) 291.0474

DATE:
(Fecha) **MAR 13 2014**

CLERK OF THE COURT

Clerk, by
(Secretario)

Deborah Stepp
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
 as the person sued under the fictitious name of (specify):
 on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
PAUL R. PERDUE (SBN 067105)
 369 Pine Street, Suite 820, San Francisco CA 94104

TELEPHONE NO.: 415.291.0474 FAX NO.:

ATTORNEY FOR (Name): **Plaintiff WATERFALL WELLNESS CO-OPERATIVE, INC.**

FILED FOR COURT USE ONLY
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

2014 MAR 13 AM 9:45

CLERK OF THE COURT

BY: _____
 DEPUTY CLERK

Deborah Stepp

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **San Francisco**

STREET ADDRESS:
 MAILING ADDRESS: **400 McAllister Street**
 CITY AND ZIP CODE: **San Francisco, CA 94102**

BRANCH NAME:

CASE NAME:
WATERFALL WELLNESS CO-OPERATIVE, INC., v. GREGORY SCHOEPP, et al.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **GC-14-537946**

JUDGE:
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|---|
| <p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p> | <p>Contract</p> <p><input checked="" type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p> | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p> |
|---|--|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): **two**
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **March 7, 2014**
PAUL R. PERDUE
 (TYPE OR PRINT NAME)

Paul R. Perdue
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SUMMONS ISSUED
FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

2014 MAR 13 AM 9:45

CLERK OF THE COURT

BY: _____
DEPUTY CLERK

Deborah Stepp

1 PAUL R. PERDUE
State Bar no. 067105
2 Attorney at Law
369 Pine Street, Suite 820
3 San Francisco, CA 94104
Telephone: (415) 291-0474
4

5 Attorney for Plaintiff
6
7

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

CGC-14-537946

12	WATERFALL WELLNESS	)	No.
13	CO-OPERATIVE, INC.,	)	(Unltd.Juris.)
	Plaintiff,)	
14	vs.	)	COMPLAINT FOR
		)	DAMAGES FOR CONVERSION;
15	GREGORY SCHOEPP,	)	FOR POSSESSION OF
16	DOE 1 through DOE 20, inclusive,	)	PERSONAL PROPERTY
	Defendants.	)	(Damages > \$25,000)
17)	

18 Plaintiff WATERFALL WELLNESS CO-OPERATIVE, INC.

19 ("plaintiff") alleges:

20 GENERAL ALLEGATIONS

21 1. Plaintiff is a corporation duly organized and existing
22 under the laws of the State of California.

23 2. Plaintiff is ignorant of the true names and capacities
24 of defendants sued herein as DOE 1 through DOE 20, inclusive, and
25 therefore sues these defendants by such fictitious names.

26 Plaintiff will amend this complaint to allege their true names
27 and capacities when ascertained.

28 3. Plaintiff is informed and believes, and on that basis

1 alleges that, at all times mentioned herein, each of the
2 defendants was the agent or employee of the other defendants and,
3 in acting or failing to act as hereinafter alleged, was acting
4 within the course and scope of such agency or employment.

5 4. Plaintiff is informed and believes, and on that basis
6 alleges that each of the defendants is liable to plaintiff.

7 5. Plaintiff is informed and believes, and thereon alleges
8 that, defendant GREGORY SCHOEPP, ("defendant") is, and at all
9 times herein mentioned was, a resident of the City and County of
10 San Francisco, California.

11 6. The actions complained of herein occurred in the City
12 and County of San Francisco.

13 7. The agreements which are alleged herein were made in,
14 and were to be performed in, San Francisco, California.

15 8. Plaintiff is a cooperative, organized under the laws of
16 the State of California.

17 9. Plaintiff is a membership cooperative, and all earnings
18 and assets of the cooperative are to be used for the general
19 welfare of the members, or to be equally distributed to the
20 members.

21 10. Plaintiff's Articles of Incorporation were filed in the
22 office of the Secretary of State on July 21, 2010.

23 11. Plaintiff's Articles of Incorporation were executed by
24 defendant Gregory Schoepp.

25 12. Immediately after incorporation, defendant Gregory
26 Schoepp was the sole officer and director of plaintiff.

27 13. In or about November 2011, Daniel Mendez was added as a
28 director and officer of plaintiff.

1 14. At all material times, plaintiff maintained a corporate
2 account at Wells Fargo Bank.

3 15. At all material times, defendant Gregory Schoepp was an
4 authorized signatory on the account at Wells Fargo Bank.

5 16. At all material times, only 1 authorized signature was
6 required to make a withdrawal from the Wells Fargo Bank account.

7 17. At a meeting of plaintiff's Board of Directors duly
8 noticed for April 16, 2012, and attended by Daniel Mendez and
9 defendant Gregory Schoepp, then the sole duly elected and acting
10 directors and officer of the corporation, Daniel Mendez was
11 elected to be the sole officer of the corporation, and defendant
12 Gregory Schoepp was terminated as an officer and director of the
13 corporation.

14 18. Thereafter, defendant Gregory Schoepp continued as an
15 employee of the corporation.

16 19. One of the duties of defendant Gregory Schoepp as an
17 employee of the corporation was the preparation of the books and
18 records of the corporation for the filing of the corporation's
19 tax returns.

20 20. On or about January 17, 2014, without plaintiff's
21 authorization, defendant Gregory Schoepp withdrew the sum of
22 \$31,117.88 from the corporation's bank account at Wells Fargo
23 Bank.

24 21. Despite demand, defendant has refused to return to
25 plaintiff the \$31,117.88 that was withdrawn without permission or
26 authorization.

27 22. In February, 2014, plaintiff discovered that defendant
28 Gregory Schoepp had removed from plaintiff's offices the

1 corporation's financial books and records consisting of, but not
2 limited to, accounting books, records, tax forms, and vendor
3 receipts, ("the financial books and records").

4 23. Plaintiff has demanded that defendant return the
5 financial books and records so that plaintiff's corporate tax
6 return for 2013 can be prepared and filed.

7 24. Despite plaintiff's demand, defendant has refused to
8 return to plaintiff the financial books and records.

9 **FIRST CAUSE OF ACTION**
10 **(AGAINST ALL DEFENDANTS-CONVERSION)**

11 25. Plaintiff incorporates herein by this reference each
12 and every allegation of paragraphs 1 through 24, inclusive, of
13 the General Allegations.

14 26. At all material times, and, in particular, on or about
15 January 17, 2014, plaintiff was and still is, the owner of the
16 funds in plaintiff's bank account at Wells Fargo Bank.

17 27. On or about January 17, 2014, defendant took \$31,117.88
18 from plaintiff's bank account at Wells Fargo Bank and converted
19 the same to his own use.

20 28. As a result of defendant's unlawful taking from
21 plaintiff's bank account at Wells Fargo Bank, plaintiff has been
22 damaged in an amount according to proof at trial, but not less
23 than \$31,117.88.

24 29. Plaintiff is entitled to pre-judgment interest on the
25 foregoing amount, according to proof at trial.

26 30. Defendant's actions, as alleged about, were willful,
27 wanton, malicious and oppressive, and justify the award to
28 plaintiff of punitive and exemplary damages, in an amount

1 sufficient to punish, and to make an example of defendants.

2 WHEREFORE, plaintiff prays judgment as set forth below.

3 SECOND CAUSE OF ACTION
4 (AGAINST ALL DEFENDANTS-POSSESSION OF PERSONAL PROPERTY)

5 31. Plaintiff incorporates herein by this reference each
6 and every allegation of paragraphs 1 through 24, inclusive, of
7 the General Allegations.

8 32. Plaintiff is, and at all times herein mentioned was,
9 entitled to the immediate and exclusives possession of the
10 financial books and records.

11 33. Defendants have failed and/or refused to return to
12 plaintiff the financial books and records.

13 34. Defendants continue to withhold possession of the
14 financial books and records from plaintiff in violation of
15 plaintiff's right to immediate and exclusive possession of the
16 financial books and records.

17 35. As a result of defendants' wrongful possession and
18 detention of the financial books and records, plaintiff has
19 suffered the loss of use of the books and records, all to
20 plaintiff's damage in an amount according to proof at trial, but
21 in excess of the Court's minimum jurisdictional limit of
22 \$25,000.00.

23 36. Defendant's actions, as alleged above, were willful,
24 wanton, malicious and oppressive in that defendants intended to
25 make it difficult for plaintiff to prepare its tax returns and to
26 subject plaintiff to penalties and interest for unpaid taxes.

27 37. Defendants' actions, as alleged above, justify the
28 award to plaintiff from defendants of punitive and exemplary

1 damages, in an amount sufficient to punish, and to make an
2 example of defendants.

3 **WHEREFORE, plaintiff prays judgment against defendants, and**
4 **each of them, as follows:**

5 **ON THE FIRST CAUSE OF ACTION**

6 1. Damages in an amount according to proof at trial, but
7 not less than \$31,117.88;

8 2. Prejudgment interest on the foregoing;

9 **ON THE SECOND CAUSE OF ACTION**

10 3. For the possession of the financial books and
11 records, or if the property cannot be delivered to plaintiff, for
12 its value in a sum according to proof at trial;

13 4. For compensatory damages in an amount according to proof
14 at trial, but in excess of this Court's minimum jurisdictional
15 limits;

16 **ON BOTH CAUSES OF ACTION**

17 5. For punitive and exemplary damages in an amount
18 sufficient to punish and to make an example of defendants, and
19 each of them;

20 6. For costs of suit incurred herein; and

21 7. For such other and further relief as the Court deems
22 just and proper.

23 Dated: March 12, 2014



24
25 PAUL R. PERDUE
26 Attorney for Plaintiff
27
28

1 **PROOF OF SERVICE**

2 I, Lily Kang, declare as follows:

3 I am a citizen of the United States, over the age of eighteen years and not a party to the
4 above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza
5 Building, 1390 Market Street, Fifth Floor, San Francisco, CA 94102. On July 18, 2014, I served
6 the following document(s): **RESPONDENT SAN FRANCISCO DEPARTMENT OF
PUBLIC HEALTH'S BRIEF**

6 on the following persons at the locations specified:

7 D. Dorji Roberts, Esq.
8 WEEMS LAW OFFICES
9 769 Center Blvd., PMB 38
10 Fairfax, CA 94930
(415) 881-7653 – Phone
(866) 610-1430 – Fax
ddroberts@weemslawoffices.com

**Atty. for Appellant, Gregory Schoepp dba
Waterfall Wellness Health Center**

By Email Only

11 Paul R. Perdue, Esq.
12 Attorney at Law
13 369 Pine Street – Suite 820
14 San Francisco, CA 94104
(415) 291-0474 – Phone
(415) 732-0287 – Fax

Atty. for Waterfall Wellness Health Ctr.

By Facsimile Only

15 in the manner indicated below:

16 **BY UNITED STATES MAIL:** Following ordinary business practices, I sealed true and correct
17 copies of the above documents in addressed envelope(s) and placed them at my workplace for collection
18 and mailing with the United States Postal Service. I am readily familiar with the practices of the San
19 Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the
20 sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States
21 Postal Service that same day.

22 **BY PERSONAL SERVICE:** I sealed true and correct copies of the above documents in addressed
23 envelope(s) and caused such envelope(s) to be delivered by hand at the above locations by a professional
24 messenger service.

25 **BY ELECTRONIC MAIL:** I caused the documents to be sent to the person(s) at the electronic
26 service address(es) listed above. Such document(s) were transmitted *via* electronic mail.

27 **BY FACSIMILE:** I transmitted true and correct copies of the above document(s) via a facsimile
28 machine at telephone number (415) 554-4248 to the persons and the fax numbers listed above. The fax
transmission was reported as complete and without error. The transmission report was properly issued by
the transmitting facsimile machine.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct. Executed July 18, 2014, at San Francisco, California.


LILY KANG