

File No. 190973 Committee Item No. 2
 Board Item No. 35

COMMITTEE/BOARD OF SUPERVISORS
 AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee Date January 27, 2020

Board of Supervisors Meeting Date FEBRUARY 4, 2020
 Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | SBC Response 102919 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CEQA Determination 120519 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | COB Memo 121019 |
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Completed by: Erica Major Date January 23, 2020
 Completed by: Erica Major Date 01/30/2020

1 [Health Code - Approving a New Location for a Permittee's Medical Cannabis Dispensary
2 Permit]

3 Ordinance amending the Health Code to authorize the Director of the Department of
4 Public Health to allow an existing Medical Cannabis Dispensary permittee to operate
5 under that permit at a new location, provided the permittee has been verified by the
6 Office of Cannabis as an Equity Applicant under the Police Code, the permittee, if a
7 natural person, or a natural person who is a verified Equity Applicant, was identified as
8 an applicant or as a person who would be "engaged in the management of the medical
9 cannabis dispensary," on the original Article 33 permit application submitted on or
10 before January 5, 2018, the permittee has been evicted from the location associated
11 with the permit or been notified by the landlord that the lease would be terminated or
12 not renewed, the new location has an existing authorization for Medical Cannabis
13 Dispensary Use, the permittee has complied with all requirements of Article 33 of the
14 Health Code (the Medical Cannabis Act) with respect to the new location, and the
15 permittee satisfies the provisions of Article 33 regarding authorization by the Office of
16 Cannabis to sell Adult Use Cannabis; and affirming the Planning Department's
17 determination under the California Environmental Quality Act.

18 NOTE: Unchanged Code text and uncodified text are in plain Arial font.
19 Additions to Codes are in *single-underline italics Times New Roman font*.
20 Deletions to Codes are in *strikethrough italics Times New Roman font*.
21 Board amendment additions are in double-underlined Arial font.
22 Board amendment deletions are in ~~Arial font~~.
23 Asterisks (* * * *) indicate the omission of unchanged Code
24 subsections or parts of tables.

23 Be it ordained by the People of the City and County of San Francisco:

25 Section 1. Environmental Findings.

1 The Planning Department has determined that the actions contemplated in this
2 ordinance comply with the California Environmental Quality Act (California Public Resources
3 Code Sections 21000 et seq.). Said determination is on file with the Clerk of the Board of
4 Supervisors in File No. 190973 and is incorporated herein by reference. The Board affirms
5 this determination.

6
7 Section 2. Article 33 of the Health Code is hereby amended by revising Section 3311,
8 to read as follows:

9 **SEC. 3311. TRANSFER OF PERMIT; CHANGE IN OWNERSHIP; RELOCATION OF**
10 **PERMIT.**

11 * * * *

12 **(c) Permits Portable.**

13 (1) The Director shall amend an Article 33 permit to allow an Article 33 permittee
14 operating as a Grandfathered MCD pursuant to Planning Code Section 190 ("Grandfathered MCD
15 Permittee") to operate as a Medical Cannabis Dispensary under that permit at a different location,
16 provided all the following criteria are met:

17 (A) The Grandfathered MCD Permittee submits a written request to the Director seeking
18 a change in location for the permit and identifying the new proposed location (the "New Location").

19 (B) The Grandfathered MCD Permittee has been verified by the Office of Cannabis as
20 an Equity Applicant under the criteria set forth in Police Code Section 1604(b). If the Grandfathered
21 MCD Permittee is a corporation or other non-natural person, it must establish that a natural person
22 who has been verified by the Office of Cannabis as an Equity Applicant exercises ownership and/or
23 control with respect to the Grandfathered MCD Permittee in accordance with one of the criteria
24 enumerated in Section 1604(b)(3) of the Police Code.

1 (C) The Grandfathered MCD Permittee, if a natural person, or a natural person
2 verified as an Equity Applicant by the Office of Cannabis and exercising ownership and/or
3 control with respect to the Grandfathered MCD Permittee in accordance with at least one of
4 the criteria in Section 1604(b)(3) of the Police Code, was listed in the Grandfathered MCD
5 Permittee's Article 33 permit application submitted on or before January 5, 2018, as either an
6 applicant or as a person who would be "engaged in the management of the medical cannabis
7 dispensary," in accordance with Section 3304(c)(2) of the Health Code.

8 (D) The Grandfathered MCD Permittee was evicted from the location associated with
9 the permit (the "Permitted Location"), or was notified by the landlord that the lease at the Permitted
10 Location has been or will be terminated or not renewed.

11 (E) The New Location has an existing authorization for Medical Cannabis Dispensary
12 Use, as defined in Sections 102 and 202.2 of the Planning Code.

13 (F) The Grandfathered MCD Permittee has complied with all applicable requirements
14 of this Article 33, the Planning Code, and the Police Code, with respect to the New Location, including
15 but not limited to the "Good Neighbor Policy" and "Security Plan" requirements set forth in Section
16 3322(d)(5) of this Article 33 and in Section 1602 of the Police Code.

17 (G) The Planning Department, Department of Building Inspection, Mayor's Office on
18 Disability, Fire Department, and Office of Cannabis (together, the "Referring Agencies"), as
19 applicable, complete all required review and inspection of the New Location and report their
20 determinations to the Department of Public Health.

21 (H) The Director determines that the Grandfathered MCD Permittee satisfies all
22 provisions of Section 3322 of this Article 33.

23 (2) Upon receiving a written request from a Grandfathered MCD Permittee to amend a
24 permit to relocate to a New Location, if the Director upon preliminary review of the request determines
25 that it meets the criteria set forth in Section 3311(c)(1)(B), (C), (D), and (E), and (F) above, the

1 Director shall refer the Grandfathered MCD Permittee to the Referring Agencies for their review and
2 inspection, as applicable, of the New Location.

3 (3) Upon receipt of the reports from the Referring Agencies in accordance with Section
4 3311(c)(1)(FG), the Director shall consider such reports; shall determine, in accordance with Section
5 3311(c)(1)(GH), whether the Grandfathered MCD Permittee satisfies all provisions of Section 3322;
6 and shall determine whether the Grandfathered MCD Permittee satisfies all requirements set forth in
7 Section 3311(c)(1)(A)-(EF).

8
9 Section 3. Effective Date. This ordinance shall become effective 30 days after
10 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
11 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
12 of Supervisors overrides the Mayor's veto of the ordinance.

13
14 APPROVED AS TO FORM:
15 DENNIS J. HERRERA, City Attorney

16 By:

17 
18 SARAH A. CROWLEY
19 Deputy City Attorney

20 n:\leganalas2019\2000061101400312.docx

REVISED LEGISLATIVE DIGEST
(Amended in Committee, 1/13/2020)

[Health Code - Approving a New Location for a Permittee's Medical Cannabis Dispensary Permit]

Ordinance amending the Health Code to authorize the Director of the Department of Public Health to allow an existing Medical Cannabis Dispensary permittee to operate under that permit at a new location, provided the permittee has been verified by the Office of Cannabis as an Equity Applicant under the Police Code, the permittee was listed in the Article 33 permit application submitted on or before January 5, 2018, as either an applicant or as a person who would be engaged in the management of the business, the permittee has been evicted from the location associated with the permit or been notified by the landlord that the lease would be terminated or not renewed, the new location has an existing authorization for Medical Cannabis Dispensary Use, the permittee has complied with all requirements of Article 33 of the Health Code (the Medical Cannabis Act) with respect to the new location, and the permittee satisfies the provisions of Article 33 regarding authorization by the Office of Cannabis to sell Adult Use Cannabis; and affirming the Planning Department's determination under the California Environmental Quality Act.

Existing Law

Existing law does not allow a Medical Cannabis Dispensary permitted under Article 33 of the Health Code and operating as a Grandfathered MCD pursuant to Planning Code section 190 ("Grandfathered MCD Permittee") to change the location associated with the permit.

Amendments to Current Law

This ordinance would authorize the Director of the Department of Public Health ("Director") to allow a Grandfathered MCD Permittee to change the location associated with the permit if the following criteria are met: the permittee submits a written request to the Director requesting the change and identifying the proposed new location; the permittee has been verified by the Office of Cannabis as an Equity Applicant under Section 1604(b) of the Police Code; the permittee was listed in the Article 33 permit application submitted on or before January 5, 2018, as either an applicant or as a person who would be "engaged in the management of the medical cannabis dispensary," in accordance with Section 3304(c)(2) of the Health Code; the permittee has been evicted from the location associated with the permit or been notified by their landlord that the lease at that location will be or has been terminated or not renewed; the new location has an existing authorization for Medical Cannabis Dispensary Use under Sections 102 and 202.2 of the Planning Code; the permittee has complied with all applicable requirements of Article 33 of the Health Code, the Planning Code, and the Police Code with respect to the new location; the Planning Department, Department of Building Inspection,

Mayor's Office on Disability, Fire Department, and Office of Cannabis ("Referring Agencies") review and inspect the new location as required and report their determinations to the Director; and the Director determines that the permittee has satisfied all of these requirements.

Background Information

This amended version differs from the version originally introduced, in that it adds the requirement that the permittee have been listed in the Article 33 permit application submitted on or before January 5, 2018, as either an applicant or a person who would be engaged in the management of the MCD.

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BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

October 4, 2019

File No. 190973

Lisa Gibson
Environmental Review Officer
Planning Department
1650 Mission Street, 4th Floor
San Francisco, CA 94103

Dear Ms. Gibson:

On September 24, 2019, Supervisor Haney introduced the following legislation:

File No. 190973

Ordinance amending the Health Code to authorize the Director of the Department of Public Health to allow an existing Medical Cannabis Dispensary permittee to operate under that permit at a new location, provided the permittee has been verified by the Office of Cannabis as an Equity Applicant under the Police Code, the permittee has been evicted from the location associated with the permit or been notified by the landlord that the lease would be terminated or not renewed, the new location has an existing authorization for Medical Cannabis Dispensary Use, the permittee has complied with all requirements of Article 33 of the Health Code (the Medical Cannabis Act) with respect to the new location, and the permittee satisfies the provisions of Article 33 regarding authorization by the Office of Cannabis to sell Adult Use Cannabis; and affirming the Planning Department's determination under the California Environmental Quality Act.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

By: John Carroll, Assistant Clerk
Public Safety and Neighborhood Services Committee

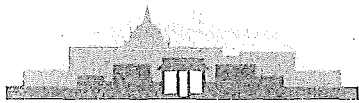
Attachment

c: Devyani Jain, Deputy Environmental Review Officer
Joy Navarrete, Environmental Planner
Laura Lynch, Environmental Planner

Not defined as a project under CEQA Guidelines Sections 15378 and 15060(c)(2) because it would result in a direct or indirect physical change in the environment.

joy navarrete
1692

Digitally signed by Joy Navarrete
DN: dc=org, dc=sfgov, dc=cityplanning,
ou=CityPlanning, ou=Environmental Planning,
cn=joy.navarrete, email=joy.navarrete@sfgov.org
Date: 2019.12.05 10:35:57 -08'00'



SAN FRANCISCO
OFFICE OF SMALL BUSINESS

CITY AND COUNTY OF SAN FRANCISCO
LONDON BREED, MAYOR

OFFICE OF SMALL BUSINESS
REGINA DICK-ENDRIZZI, DIRECTOR

October 29, 2019

Ms. Angela Calvillo, Clerk of the Board
City Hall Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

RE: BOS File No. 190973: Health Code - Approving a New Location for a Permittee's Medical Cannabis Dispensary Permit

Small Business Commission Recommendation to the Board of Supervisors: **Approve**

Dear Ms. Calvillo,

On October 29, 2019 the Small Business Commission (SBC or Commission) heard BOS File No. 190973: Health Code - Approving a New Location for a Permittee's Medical Cannabis Dispensary Permit. Honey Mahogany, Legislative Aide to Supervisor Matt Haney provided an overview of the legislation. The Commission voted unanimously (6-0 with 1 absent) to recommend that the Board of Supervisors approve the legislation.

The Commission supports this ordinance in its entirety as it would support regulatory streamlining goals that support small equity businesses in the cannabis sector.

Thank you for considering the Commission's comments. Please feel free to contact me should you have any questions.

Sincerely,

Regina Dick-Endrizzi
Director, Office of Small Business

- cc: Matt Haney, Member, Board of Supervisors,
- Sophia Kittler, Mayor's Liaison to the Board of Supervisors
- Stephanie Cushing, Director of Environmental Health, Department of Public Health
- Marisa Rodriguez, Office of Cannabis
- Lisa Pagan, Office of Economic and Workforce Development
- John Carroll, Clerk, Public Safety and Neighborhood Services Committee

190973

From: Lin Wyatt <wyatt.lin@comcast.net>
Sent: Tuesday, January 28, 2020 10:35 PM
To: Major, Erica (BOS)
Cc: Terry Finch
Subject: FW: Proposed ordinance #190973
Attachments: 1944 Ocean Complaint.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello Erica, please add this to the file for the proposed ordinance #190973,
Thank you,

Wyatt Lin

To the Land Use Committee and Supervisors:

It is our understanding that an ordinance #190973 (<https://sfgov.legistar.com/LegislationDetail.aspx?ID=4148398&GUID=4EC46F7B-277A-451A-A831-49721DA88A9A&Options=ID|Text|&Search=cannabis>) will be proposed next week before the land use committee to amend the Health Code to allow portability of MCD permittees in certain instances. The legislation's stated purpose is to help those MCD permittees, notably Equity MCD permittees, who have suffered landlord abuse. As we previously set forth in prior communications, I empathize with the those Equity MCD permittees who have suffered abuse at the hand of their landlords; however, as currently written, the proposed health code provision fails to prevent landlord abuse in the locations to which the Equity MCD permittee would be moving and we believe that it should be amended to prevent this problem. In other words, the proposed ordinance allows landlords of the proposed "new location" to which the Equity MCD permittee is moving to abuse their tenants and wrongfully evict their tenants in favor of the Equity MCD permittee.

Based on the foregoing, we previously sent communications about a proposed amendment to the ordinance to amend the Health Code that corrects this issue to all supervisors. To be more specific, we recommend the following change in red to make certain that the Health Code change does not cause the landlords in existing MCD locations to wrongfully evict current MCD permittees in favor of enticing an Equity MCD Permittee to their location:

Ordinance amending the Health Code to authorize the Director of the Department of Public Health to allow an existing Medical Cannabis Dispensary permittee to operate under that permit at a new location, provided the permittee has been verified by the Office of Cannabis as an Equity Applicant under the Police Code, the permittee, if a natural person, or a natural person who is a verified Equity Applicant, was identified as an applicant or as a person who would be "engaged in the management of the medical cannabis dispensary," on the original Article 33 permit application submitted on or before January 5, 2018, the permittee has been evicted from the location associated with the permit or been notified by the landlord that the lease would be terminated or not renewed, the new location has an existing authorization for Medical Cannabis Dispensary Use

and not been the subject of a wrongful eviction judgment or forcible detainer judgment in favor of a prior Medical Cannabis Dispensary permittee, the permittee has complied with all requirements of Article 33 of the Health Code (the Medical Cannabis Act) with respect to the new location, and the permittee satisfies the provisions of Article 33 regarding authorization by the Office of Cannabis to sell Adult Use Cannabis; and affirming the Planning Department's determination under the California Environmental Quality Act.

In addition to the above, I previously operated a MCD in San Francisco and was the subject of landlord abuse at 1944 Ocean Avenue in San Francisco. That matter has been in litigation for approximately two years in San Francisco Superior and was recently tried before Judge Kiesselbach in San Francisco, California. The complaint in that action includes causes of action for unfair business practices committed by the landlord, unlawful demands for key money, and wrongful eviction alleging that the landlord removed the MCD from operation using self-help, breaking into the property when his demands for more rent above the lease were not met. Closing arguments have been scheduled for February 7, 2020. The relief requested includes a request both injunctive and declaratory relief concerning the property at issue. From reviewing recently discovered correspondence relating to the case and 1944 Ocean, it appears that the proposed ordinance was contemplated to affect the outcome of that case and circumvent the relief that was requested in the litigation. Given that the legislation, if passed, would greatly benefit that landlord and potentially allow him to sell the property to a prospective MCD permittee, we would request that the land use committee continue the hearing on Monday to at least allow the litigation that is pending to conclude and also add the proposed amendment to protect those MCD permittees in locations where potential landlord abuse may occur as result of the new portability that is created by this proposed Health Code change.

I also suspect from our review of the emails written to the Department of Health that the landlord of 1944 Ocean Ave in this case has conspired to put forth this proposed legislation to circumvent the outcome of the pending litigation. I have also attached a copy of the complaint and also a link which includes pictures and video of the landlord illegally breaking into 1944 Ocean Ave and destroying our personal property:

<https://www.dropbox.com/sh/82k7j3c2k2nea28/AACNb10pOasLSoraxRxPvSkYa?dl=0>

I respectfully request a continuance of Monday's scheduled consideration of this ordinance to evaluate the above.

Wyatt Lin



SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Document Scanning Lead Sheet

Nov-20-2018 1:31 pm

Case Number: CGC-18-571479

Filing Date: Nov-20-2018 1:28

Filed by: KALENE APOLONIO

Image: 06581205

COMPLAINT

WYATT HAHN LIN ET AL VS. LAMAX NGUYEN ET AL

001C06581205

Instructions:

Please place this sheet on top of the document to be scanned.

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT: LAMAX NGUYEN, and Does 1 to 20,
(AVISO AL DEMANDADO):**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**YOU ARE BEING SUED BY PLAINTIFF: WYATT HAHN LIN and 1944
(LO ESTÁ DEMANDANDO EL DEMANDANTE): OCEAN COOPERATIVE,
INC., a Joint Venture**

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!** La 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):

San Francisco County Superior Court
400 McAllister Street

CASE NUMBER:
(Número de caso): **CBC-18-571479**

San Francisco, 94102

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):
Albert M. T. Finch, III, Esq. [SBN 196478] 408-286-0880 408-286-0337

Laura E. Malkofsky, Esq. [SBN 142536]

Ericksen Arbuthnot
San Jose, CA 95112

DATE: NOV 20 2018
(Fecha)

CLERK OF THE COURT
(Secretario)

Kalene Apolonio
KALENE APOLONIO, Deputy
(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).)

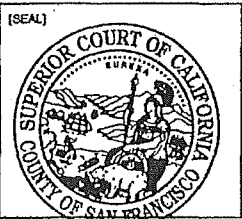
NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. 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):



FILED BY FAX

1 ALBERT M. T. FINCH, III, ESQ. State Bar # 196478
2 LAURA E. MALKOFSKY, ESQ. State Bar #142536
3 ERICKSEN ARBUTHNOT
4 251 North Third Street, Suite 700
5 San Jose, CA 95112
6 Tfinch@ericksenarbuthnot.com
Lmalkofsky@ericksenarbuthnot.com
Telephone:(408) 286-0880
Facsimile: (408) 286-0337

7 Attorneys for Plaintiff
8 WYATT HAHN LIN

FILED
San Francisco County Superior Court

NOV 20 2018

CLERK OF THE COURT
By: Chalene F. Bania
Deputy Clerk

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF SAN FRANCISCO

12 **CGC-18-571479**

13 WYATT HAHN LIN and 1944 OCEAN
14 COOPERATIVE, INC., a Joint Venture
15 Plaintiffs,
16 vs.
17 LAMAX NGUYEN and
18 DOES 1 to 20,
19 Defendants.
20
21
22
23
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25
26
27
28

CASE NO.

COMPLAINT AND JURY DEMAND

- 1. Breach of Contract
- 2. Breach of the Implied Covenant of Good Faith and Fair Dealing
- 3. Intentional Interference with Contractual Relations;
- 4. Intentional Interference with Prospective Economic Relations;
- 5. Intentional Misrepresentation
- 6. Demand for Key Money in Violation of CC Section 1950.8
- 7. Wrongful Eviction
- 8. Unfair Business Practices
- 9. Declaratory Relief

Complaint Filed:

1 Plaintiffs, WYATT HAHN LIN and 1944 Ocean Avenue, Inc., alleges as follows:

2 **I. INTRODUCTION**

3 1. This action is brought by Plaintiff WYATT HAHN LIN ("LIN" or "plaintiff") and 1944
4 OCEAN COOPERATIVE, INC., a mutual benefit corporation ("1944 OCEAN" or "plaintiff")
5 against defendant LAMAX NGUYEN ("NGUYEN" or "defendant") in connection with claims
6 arising out of a commercial property lease and deposit receipt ("lease") entered into between LIN
7 and NGUYEN and for the benefit of 1944 OCEAN, for property located at 1944 Ocean Avenue,
8 San Francisco, California ("property").
9

10 **II. THE PARTIES**

11
12 2. Plaintiff WYATT HAHN LIN is an individual residing in the City and County of San
13 Francisco, in the State of California and over 18 years of age at all times herein mentioned.

14 3. Plaintiff 1944 OCEAN is a mutual benefit corporation formed under the laws of the State
15 of California with its principal place of business being 1944 Ocean Ave., San Francisco,
16 California. The current members of 1944 OCEAN are LIN and his wife, Fang-Yu Su. 1944
17 OCEAN was formed the purpose of operating a Medical Cannabis Dispensary. It has been in
18 operation at 1944 Ocean Avenue, San Francisco, California since 2006.
19

20 4. Plaintiffs are informed and believes that defendant LAMAX NGUYEN ("NGUYEN" or
21 "defendant") is an individual residing in the City and County of San Francisco, in the State of
22 California and over 18 years of age at all times herein mentioned.
23

24 5. Defendant Does 1 through 20 are sued herein under fictitious names pursuant to California
25 Code of Civil Procedure ("CCP") §474. These defendants are in some way liable for the damages
26 sustained by Plaintiffs. Upon information and belief, DOES 1 through 20 acted with and on
27 behalf of the defendants in the alleged violations. Plaintiffs do not, at this time, know the true
28

1 names or capacities of said unnamed defendants, but pray that the same may be inserted herein
2 when ascertained. Plaintiffs are informed, believes and thereon allege that each of the defendants
3 designated as a DOE is responsible in some manner for the events and happenings herein, and that
4 plaintiffs' injuries and damages as hereinafter set forth were proximately caused by said
5 defendants. DOES 1 through 20 were all acting as agents of each other and with the authority of
6 each defendant named herein.
7

8 **III. JURISDICTION AND VENUE**

9
10 6. Jurisdiction and venue are proper because plaintiffs' claims and causes of action arose in
11 this county, the dispute involves real property located in this county, and the conduct forming the
12 basis of the claims occurred in this county.

13 **IV. FACTUAL ALLEGATIONS**

14 **A. Background and Lease of the Commercial Property By Plaintiffs**

15
16 7. The subject property is a building known as 1944 Ocean Avenue, San Francisco,
17 California.

18 8. Upon information and belief, the Property is zoned for commercial use by the City and
19 County of San Francisco and is also permitted for cannabis retail for medicinal cannabis.

20
21 9. Since at least August of 2006, said Property has been leased to a corporation originally
22 known as 1944 Ocean and after May, 2011, known as 1944 Ocean Cooperative, Inc. At all times
23 relevant hereto, the lessee operated a medical cannabis dispensary 1944 OCEAN at the location,
24 with the knowledge of defendant NGUYEN.

25
26 10. In late 2013, LIN and his wife, Fang-Yu Su, entered into negotiations with the President
27 and Secretary of 1944 Ocean Cooperative, Inc., Marvin Wolpa, to purchase the assets and
28 goodwill of the existing medical cannabis dispensary known as 1944 Ocean Cooperative, Inc.,

1 along with obtaining the rights to operate the medical cannabis dispensary 1944 OCEAN on the.
2 Property. A condition contingent on the investment that was made to operate the 1944 OCEAN
3 business was LIN's obtaining an extended lease on the premises.
4

5 11. On or about December 13, 2013, plaintiff LIN signed the Commercial Lease and Deposit
6 Receipt ("Lease") for the Property with an effective term from February 1, 2014 through January
7 31, 2019. Attached hereto as Exhibit "A" is a true and correct copy of the Lease. The terms of
8 the Lease state that "[t]he premises are to be used for the operation of Alternative Relief Center".
9 This Alternative Relief Center was 1944 OCEAN.
10

11 12. As a condition for extending the subject Lease to LIN (for the benefit of 1944 OCEAN)
12 defendant NGUYEN required LIN to pay him \$55,000 (fifty-five thousand dollars), a sum that
13 was not expressly included in the lease. LIN, having no other options, was forced to pay this fee
14 before the Lease was entered into.
15

16 13. On January 28, 2014, partly based on securing a lease from NGUYEN to operate 1944
17 OCEAN in the permitted space at 1944 Ocean Avenue, Inc., a Business Sale Agreement was
18 signed by seller Wolpa, and buyer, Fang-Yu Su, LIN'S wife, for the purchase of the assets and
19 goodwill of the location and the rights to operate 1944 OCEAN at 1944 Ocean Ave., San
20 Francisco, CA. Significant sums of money were expended for the purchase of assets and
21 goodwill, and additional sums were invested in the location to improve the leased premises to
22 operate 1944 OCEAN in that space. LIN and 1944 OCEAN also paid significant sums of money
23 in attorneys fees and administrative fees for the licensing and permitting of 1944 OCEAN for that
24 space.
25

26
27 14. LIN intended to and did, from the inception of the lease, continue to operate the medical
28 cannabis dispensary 1944 OCEAN on the subject Property from 2014 to 2019.

1 15. At all times during the negotiations of the lease, including prior to the signing of the
2 Lease, defendants, including NGUYEN knew and consented to the use of the Property as a
3 medical marijuana dispensary.

4
5 16. At all times pertinent hereto, plaintiff LIN was current with his rent payments and had
6 never abandoned the Property.

7 **B. Defendants Made Frequent Demands Of "Key" Payments**

8 17. Despite having consented to the use of the property as a marijuana dispensary and despite
9 LIN always abiding by the lease requirements and conditions, defendants frequently made verbal
10 demands that LIN make "key" payments that were not related to the formal written Lease.
11 Plaintiffs' continued use of the Property was made contingent on the making of numerous
12 additional cash payments demanded by defendants throughout the written Lease term. These
13 verbal demands for cash payments made by Defendants started at approximately \$6,800 per
14 month and increased to approximately \$10,500 per month over the course of the LIN's tenancy.
15 In addition, defendants demanded that plaintiffs make payments to the property taxes for the
16 Property, none of which were required by the written terms of the Lease. Plaintiff LIN made most
17 of the payments demanded by defendants but these payments were never documented in the Lease
18 agreement or any addendums to said Lease or at all.

19
20
21
22 18. In approximately April of 2017, defendant NGUYEN approached LIN and again sought to
23 increase the amount of monthly cash payments as a condition of further operation of 1944
24 OCEAN as a medical cannabis dispensary at 1944 Ocean Avenue, Inc., LIN refused to make any
25 more of these unscrupulous payments demanded by defendant NGUYEN.

26
27 19. After LIN informed defendants that he was unwilling to make any further cash payments
28 and certainly would not make any increased payments of cash that were not required by the Lease,

1 defendant NGUYEN refused to provide authorization of operation of the 1944 OCEAN at 1944
2 Ocean Avenue, under the pretext that the Drug Enforcement Agency of the FBI was threatening
3 forfeiture of the property. Despite the NGUYEN's representation that the Drug Enforcement
4 Agency of the FBI was threatening forfeiture, NGUYEN marketed the property to other cannabis
5 dispensary operators seeking an increase in rent from these prospective tenants even though the
6 space was still leased to LIN.
7

8 20. LIN approached NGUYEN during this time frame requesting continued legal
9 authorization to operate the medical cannabis dispensary at 1944 Ocean Avenue pursuant to the
10 written lease. Defendant NGUYEN threatened that if plaintiff did not pay \$135,000, and at
11 another point \$50,000, plaintiff could not continue leasing the Property. Plaintiff refused to make
12 these two payments. As a result, LIN and 1944 OCEAN were prevented from operating 1944
13 OCEAN at 1944 Ocean Avenue from May of 2017 through the present. LIN has repeatedly
14 requested written authorization to operate to the date of this complaint and NGUYEN has still not
15 provided the written authorization to operate.
16
17

18 **C. The Eviction Attempt and the Taking Possession of the Property**

19 21. In an illegal and unsuccessful attempt to evict plaintiffs from the Property, on or about
20 April 23, 2018, defendants had posted an improper and invalid notice titled "Thirty-Day Notice of
21 Termination of Tenancy" ("Notice") at the Property. Said Notice improperly contained a
22 handwritten note stating "Rent is refused". Moreover, the Notice was on an improper and
23 inapplicable California Apartment Association ("CAA") Approved Form 7.0-SV-Revised 12/16,
24 which is a form for use with residential tenants on a month-to-month rental agreement to be used
25 only if any resident has lived in the unit for less than one year. A true and correct copy of
26 defendants' Notice is attached hereto as Exhibit "B".
27
28

1 22. On or about May 23, 2018 plaintiffs were peaceably in the actual possession of the
2 Property and had a possessory right to the Property at all material times herein pursuant to the
3 Lease. Plaintiffs did not provide defendants with consent to enter the Property on that date.
4 Nevertheless, defendants forcibly entered and took possession of said Property, including
5 plaintiffs' personal possessions inside said Property, broke and changed the locks on the Property,
6 and held and kept possession of said Property.
7

8 23. Defendants have caused physical damage to the leased premises and have illegally
9 destroyed and/or disposed of plaintiffs' personal property stored at the Property.
10

11 24. On or about May 28, 2018, plaintiff LIN, on behalf of himself and 1944 OCEAN,
12 personally served and made demand on defendants to surrender possession of said real Property to
13 plaintiffs ("Demand for Surrender of Real Property"), but defendants refused to surrender
14 possession of said Property or any part thereof. Attached hereto as Exhibit "C" is a true and
15 correct copy of the Demand for Surrender of Real Property and proof of service.)
16

17 25. On June 7, 2018, plaintiff LIN had no other option but to file a "Complaint for Forcible
18 Detainer Pursuant to CCP §1160", entitled *Wyatt Hahn Lin v. Lamax Nguyen and Does 1 to 50*,
19 San Francisco Superior Court Case No. CUD-18-662123. A request for entry of default relating
20 to this forcible detainer complaint was entered on August 28, 2018.
21

22 26. On October 25, 2018, LIN was granted a Judgment of Possession in the forcible detainer
23 action, which entitled him to retain possession of the Property.

24 27. Plaintiffs regained physical possession of the Property on or about November 8, 2018.

25 ///

26 ///

27 ///

28 ///

1 28. At all times that plaintiffs were dispossessed from the Property, they were unable to
2 conduct business. Plaintiffs not only lost revenue and goodwill, but also patients, who were
3 forced to seek out other properties in the area due to the closure of plaintiffs' business.

4
5 29. Cannabis dispensary permits run with the land as opposed to the person or business
6 organization who obtained the permits. Therefore, plaintiffs were prevented from mitigating their
7 damages by seeking an alternative short-term location to conduct business while they were
8 prohibited from entering the subject Property. The process for obtaining all required and
9 appropriate licenses to operate a Cannabis dispensary in the State of California is lengthy and
10 expensive and is not something that can be done in a matter of a few weeks.
11

12 **FIRST CAUSE OF ACTION**
13 **Breach of Contract**
14 **(Against All Defendants)**

15 30. Plaintiffs re-allege paragraphs 1-29, above and incorporate them herein by reference.

16 31. Pursuant to the terms of the Lease, plaintiffs had and continues to have a possessory right
17 to the Property from February 1, 2014 through January 31, 2019.

18 32. Plaintiffs faithfully performed all obligations required of them in accordance with the
19 Lease and all conditions required for defendants' performance had occurred.

20 33. Although plaintiff 1944 OCEAN is not specifically named in the Lease, plaintiffs are
21 informed and believe that at all time pertinent hereto, defendants knew that the Alternative Relief
22 Center specified in the Lease was 1944 OCEAN and 1944 OCEAN is entitled to damages for
23 breach of the Lease because LIN and NGUYEN intended for 1944 OCEAN to benefit from said
24 lease.
25

26 34. Defendants breached said Lease by unlawfully and forcibly taking and keeping possession
27 of the Property and prohibiting plaintiffs' access to said Property from May 23, 2018 thru
28

1 November 8th, 2018. Defendants further breached said Lease by failing to provide legal
2 authorization to operate 1944 OCEAN subsequent to May of 2017.

3 35. As a direct and proximate result of defendants' actions, plaintiffs were unable to earn their
4 livelihood because they were prohibited from conducting business on the Property and have
5 suffered special, actual, consequential, compensatory and/or nominal damages in amounts to be
6 determined at trial but in excess of the jurisdictional minimum. Defendants also frustrated the
7 purpose of the lease, and has caused damages in rent, improvements, and investment, which exceed
8 \$1,200,000.
9

10 36. Plaintiffs have also incurred and continue to incur attorneys' fees and costs as a direct and
11 proximate result of defendants' breaches.
12

13 **SECOND CAUSE OF ACTION**
14 **Breach of Implied Covenant of Good Faith and Fair Dealing**
15 **(Against All Defendants)**

16 37. Plaintiffs re-allege paragraphs 1-36 above, and incorporate them herein by reference.
17

18 38. Inherent in every contractual relationship is a covenant of good faith and fair dealing,
19 which implies a promise that each party will not do anything to unfairly interfere with the rights
20 of any other party to receive the benefits of the contract.

21 39. Pursuant to the terms of the Lease, plaintiffs had and continue to have a possessory right
22 to the Property from February 1, 2014 through January 31, 2019.
23

24 40. Plaintiffs faithfully performed all obligations required of them in accordance with the
25 Lease and all conditions required for defendants' performance had occurred.

26 41. Defendants violated the covenant of good faith and fair dealing by, among other things,
27 the following acts: (1) frequently demanding under-the-table "key" payments from plaintiffs in
28

1 addition to the regular monthly rent payments set forth in the Lease, in order to continue in the
2 Lease; (2) unlawfully and forcibly taking and keeping possession of the Property and prohibiting
3 plaintiffs access to said Property from May 23, 2018 thru November 8, 2018; and (3) damaging
4 the physical Property and destroying and/or disposing of plaintiffs' personal property from the
5 Property.
6

7 42. By performing the acts set forth above, defendants acted with willful malfeasance, bad
8 faith, gross negligence and/or reckless disregard of their obligations and duties under the lease.
9

10 43. As a direct and proximate result of the unlawful conduct of defendants against plaintiffs as
11 set forth above, plaintiffs have suffered special, actual, compensatory, consequential and/or
12 nominal damages in amounts to be determined at trial but in excess of the jurisdictional
13 minimum.
14

15 44. Plaintiffs have also incurred and continues to incur attorneys' fees and costs as a direct
16 and proximate result of defendants' breaches.
17

18 **THIRD CAUSE OF ACTION**
Intentional Interference with Contractual Relations
(Against All Defendants)

19 45. Plaintiffs re-allege paragraph 1-44 above, and incorporate them herein by reference.
20

21 46. On or about May 23, 2018 and continuing thereafter, defendant NGUYEN interfered with
22 the contractual relationship between 1944 OCEAN and its employees/patients and plaintiff LIN
23 and plaintiff 1944 OCEAN by evicting plaintiffs from the Property and thereby prohibiting the
24 operation of the medical cannabis dispensary.
25

26 47. Defendants were aware of the relationship between LIN and 1944 OCEAN and 1944 and
27 its employees/patients and knew that by evicting plaintiffs from the Property, the dispensary could
28 not continue to operate.

1 48. Defendants intended that plaintiffs suffer injury as a result of the eviction, or acted with
2 reckless disregard of the consequences of their actions.

3 49. As a direct and proximate result of the actions of defendants mentioned above, plaintiffs
4 have suffered, and continue to suffer, loss of income and other damages in an amount presently
5 unknown but in excess of the jurisdictional minimum of the Unlimited Division of the Superior
6 Court.
7

8 50. In doing the acts described in this cause of action, defendant Nguyen acted with malice,
9 oppression or fraud within the meaning of Civil Code Section 3294.
10

11 **FOURTH CAUSE OF ACTION**
12 **Intentional Interference with Prospective Economic Relations**
13 **(Against All Defendants)**

14 51. Plaintiffs re-allege paragraphs 1-50 above, and incorporates them herein by reference.

15 52. Plaintiffs were in an economic relationship with each other that likely would have resulted
16 in an economic benefit to both of them.

17 53. Defendants knew of the economic relationship between 1944 OCEAN and its patients and
18 the relationship between LIN and 1944 OCEAN and had actively participated in the negotiations
19 of the lease for the subject Property knowing that LIN'S goal in obtaining the lease was to secure
20 the ability of the medical cannabis dispensary operated by 1944 OCEAN to continue the business.
21

22 54. On or about May-23, 2018 and continuing thereafter, defendants evicted plaintiffs from
23 the subject Property and prevented them from operating the medical cannabis dispensary at said
24 Property, thus disrupting the economic relationship between 1944 OCEAN and its patients LIN
25 and 1944 OCEAN.
26

27 55. Defendants' eviction of plaintiffs also deprives plaintiffs from the use of the medical
28 cannabis dispensary license that is attached to the Property and the purpose of the lease.

1 Because the license runs with the property, and because it requires significant time and money to
2 obtain a new license, plaintiffs are prevented from easily opening the 1944 Ocean Cooperative,
3 Inc. medical cannabis dispensary at another location.

4
5 56. As a direct and proximate result of the actions of defendants mentioned above, plaintiffs
6 have suffered, and continue to suffer, loss of revenue, goodwill, and other damages in an amount
7 presently unknown but in excess of the jurisdictional minimum of the Unlimited Division of the
8 Superior Court. Defendants and each of them have intentionally interfered with the prospective
9 business advantage of Plaintiffs regarding their dispensary business and have interfered the
10 contractual relationships of Plaintiffs with their patients, and the relationship between 1944
11 OCEAN and LIN.

12
13 57. By reason of the landlord-tenant relationship between defendants and plaintiffs,
14 defendants owed plaintiffs the duty to exercise reasonable care in the ownership, operation,
15 management and control of the Property.

16
17 58. Defendants, by their acts and omissions described above, negligently and carelessly
18 damaged tenant improvements on the leased premises and destroyed and/or disposed of plaintiffs'
19 personal possessions stored on the Property.

20
21 59. As a direct and proximate result of the negligent conduct by defendants, plaintiffs have
22 suffered damages in an amount according to proof at the time of trial.

23 **FIFTH CAUSE OF ACTION**
24 **Intentional Misrepresentation**
25 **(Against All Defendants)**

26 60. Plaintiffs re-allege paragraphs 1-59 above, and incorporate them herein by reference.

27 ///

28

1 61. In order to entice LIN to enter into the lease for the subject Property for the benefit of
2 1944 OCEAN, defendant NGUYEN represented to LIN that plaintiffs would be able to lease said
3 property for a term of five years, until January 31, 2019. Defendant NGUYEN further
4 represented to LIN that the only payments required on the lease other than applicable deposits,
5 were the monthly rent payments of \$4,750 per month. NGUYEN also represented to Plaintiffs
6 that the Drug Enforcement Agency of the FBI was threatening forfeiture of the property relating to
7 the operation of the business.
8

9 62. At the time that defendants made these representations to LIN, they were false.
10

11 63. Defendant NGUYEN knew that his representations were false when he made them or he
12 made said representations recklessly and without regard for their truth.

13 64. Plaintiff LIN reasonably relied on defendant's representations when he made the decision
14 to enter into the subject Lease with defendant and for the benefit of 1944 OCEAN.
15

16 65. Plaintiff LIN'S reliance on defendants' representation was a substantial factor in causing
17 plaintiff LIN harm in that defendant evicted plaintiff before the term of the lease was up and
18 throughout the life of the lease defendant demanded numerous under-the-table illegal cash
19 payments from plaintiff LIN on threat of eviction if plaintiff LIN did not pay. If LIN had known
20 that defendant's representations relating toto the five-year term of the lease and the amount of
21 monthly payments required were false, he would not have entered into the Lease. If LIN had
22 known that defendant's representations regarding the FBI were false, he would not have made the
23 numerous under-the-table cash payments demanded by defendants.
24

25 66. As a direct and proximate result of the intentional conduct by defendants, plaintiff LIN has
26 suffered damages in an amount according to proof at the time of trial.
27

28 ///

1 73. On or about December 13, 2013, Defendant(s) leased to Plaintiff certain premises known
2 as 1944 Ocean California under a written lease. See Exhibit A which is incorporated into this
3 complaint by reference.

4
5 74. Plaintiffs have duly performed all conditions, covenants, and promises required to be
6 performed by him under the lease in accordance with its terms and conditions, except for those
7 acts that have been prevented, delayed, or excused by acts or omissions of Defendant(s).

8
9 75. Starting in January of 2017, Defendant(s) interfered with Plaintiffs 'right to quiet
10 enjoyment of the premises by misrepresenting that the Drug Enforcement Agency of the FBI was
11 threatening forfeiture of the property and failing to provide. From January to April of 2017,
12 NGUYEN continued to threaten an unlawful detainer lawsuit unless he was paid large sums of
13 money. As a result of this interference, Plaintiffs stopped operating 1944 OCEAN and
14 terminated the employees of the dispensary in May of 2017.

15
16 76. On or about April 23, 2018, Defendant(s) wrongfully evicted plaintiff from the premises
17 by forcibly evicting Plaintiffs from the premises, breaking the locks and taking the premises
18 without a court order and without justification. NGUYEN resorted to self-help to retake the
19 premises and did not file an action.

20
21 77. Plaintiffs continued to pay rent every month despite the threats and retaking of the
22 premises. Plaintiffs incurred damages of leasing a space that NGUYEN was preventing them to
23 use for its intended use, having to pay severance for its employees, lost revenue, and lost goodwill
24 of the business.

25
26 78. As a proximate result of actual and constructive eviction of Plaintiffs by Defendant(s)
27 from the premises, Plaintiffs sustained general damages in the sum of the rent pay, lost revenues,
28 lost overall value of the business, and lost goodwill.

1 79. As a further proximate result of defendants' conduct as alleged in this complaint, plaintiffs
2 did also incur damages relating to the property that was contained within the leased premises that
3 was damaged or stolen as a result of Defendants' conduct, including but limited to the build-out
4 of the space, equipment contained within the leased premises and fixtures that were torn out or
5 broken by Defendants.
6

7 80. The actual and constructive eviction of Plaintiffs by Defendant(s) from the premises was
8 oppressive and malicious within the meaning of Civil Code Section 3294 in that it subjected
9 Plaintiffs to cruel and unjust hardship in willful and conscious disregard of Plaintiffs' rights and
10 safety of the plaintiffs, thereby entitling Plaintiffs to an award of punitive damages.
11

12 **EIGHTH CAUSE OF ACTION**
13 **Unfair Competition, Business and Professional Code Section 17200**
14 **(Against All Defendants)**

15 81. Plaintiffs re-allege paragraphs 1-80 above, and incorporates them herein by reference.

16 82. Plaintiffs incorporate by reference as though fully set forth herein all the preceding and
17 subsequent paragraphs of this Complaint.
18

19 83. As a result of the foregoing, Defendants and each of them have unfairly competed and
20 defrauded Plaintiffs for which Plaintiffs seek restitution of all rents paid and all money expended
21 upon the Property by way of the improvements and operational expenditures that have been made
22 on 1944 OCEAN.
23

24 **NINTH CAUSE OF ACTION**
25 **Declaratory Relief**
26 **(Against All Defendants)**

27 84. Plaintiffs re-allege paragraphs 1-83 above, and incorporates them herein by reference.
28

1 85. Plaintiffs incorporate by reference as though fully set forth herein all the preceding and
2 subsequent paragraphs of this Complaint.

3 86. By reason of the foregoing, Plaintiffs, on the one hand and Defendants, on the other, have
4 disputed contentions regarding the duties and obligations under the Lease, as well as, Plaintiffs'
5 obligations to pay rent with authorization for cannabis activities has not been provided and
6 wrongfully withheld.
7

8 87. Accordingly, Plaintiffs hereby seek a Declaration of this Court that Defendants provide
9 written authorization as required by any governmental body and that Plaintiff sare not obligated to
10 pay rent for any period of time that such written authorization was withheld.
11

12 88. Plaintiffs further request Declaration from this Court that Defendants shall not be able to
13 operate any cannabis business in 1944 Ocean Avenue, except 1944 OCEAN, given the
14 misrepresentations that have been made to date.
15

16
17 **PRAYER**

18 WHEREFORE, plaintiffs request judgment as follows:

- 19 1. For compensatory damages, including lost goodwill and value of the business, and
20 other damages in amounts according to proof in excess of the jurisdictional amount;
21
22 2. For general damages according to proof;
23
24 3. For punitive damages;
25
26 4. For equitable relief;
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28 5. For reasonable attorney's fees where statute or contract provide for attorneys fees
awards to be granted;
6. For costs of suit;

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7. As to the cause of action Number 6 for CC Section 1950.8, treble damages as provided by statute, and,
8. For such other and further relief as the court may deem just and proper, including both declaratory and appropriate injunctive relief.

Dated: November 20, 2018

ERICKSEN ARBUTHNOT



ALBERT M. T. FINCH, III, ESQ.
LAURA E. MALKOFSKY, ESQ.
Attorneys for Plaintiffs
WYATT HAHN LIN and 1944 OCEAN
COOPERATIVE, INC.



EXHIBIT A

COMMERCIAL LEASE AND DEPOSIT RECEIPT

AGENCY RELATIONSHIP DISCLOSURE: The following agency relationship is hereby confirmed for this transaction and encompasses any prior agency election (if no agency relationship, insert "NONE")

LEASING AGENT: WYATT HAHN L.P. is the agent of (check one):

the Lessor WYATT HAHN L.P. (If not the same as the Listing Agent is the agent of (check one):

the Lessee WYATT HAHN L.P. (If not the same as the Listing Agent is the agent of (check one):

RECEIVED FROM WYATT HAHN L.P. hereinafter referred to as LESSEE, the sum of \$ _____ (dollars),

withheld by _____ as a deposit which will belong to Lessor and will be applied as follows:

Rent for the period from <u>February 1</u> to <u>February 28/19</u>	<u>2019</u>	\$ <u>4,150</u>	\$ _____
Security deposit (not applicable toward next month's rent)		\$ <u>6,000</u>	\$ _____
Other		\$ _____	\$ _____
TOTAL		\$ _____	\$ _____

In the event this Lease is not accepted by the Lessor within _____ days, the total deposit received will be returned to the Lessee.

LESSOR agrees to lease from Lessor the premises described as 1714 DIXON AVE S.E. SA 94121 (including all improvements and fixtures) described as _____ (including all improvements and fixtures) consisting of approximately _____ square feet, upon the following terms and conditions:

1. TERM. The term will commence on (date) February 1, 2019 and end on (date) February 28, 2019. The total rent will be \$ _____ payable on the _____ day of each month. All rents will be paid to Lessor or her/his authorized agent at the following address: _____ or at such other place as may be designated by Lessor from time to time. In the event rent is not received by Lessor within FIVE days after due date, Lessee agrees to pay a late charge of \$ 500 plus interest at 12 % per annum on the delinquent amount. Lessee further agrees to pay a 500 for each delinquent bank check. The late charge period is set a grace period, and Lessor is entitled to make written demand for any rent if not paid within this _____ day period.
2. USE. The premises are to be used for the operation of ALTERNATIVE BELIEF CENTRE and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises, or any nuisance or no which may disturb the quiet enjoyment of any tenant in the building.
3. INSURANCE. Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor any other use, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.
4. ASSIGNMENT AND SUBLETTING. Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.
5. CONVEYANCES AND EGRESS. Lessee will comply with all security, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this Lease.
6. MAINTENANCE, REPAIRS, ALTERATIONS. Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee will, at his or her own expense, maintain the premises in a good and safe condition, including paint, glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all repairs required during the term of the lease, except the following which will be maintained by Lessor roof, exterior walls, structural foundations (including any reinforcing required by governmental authorities) and the following: _____

Lessee will will not maintain the property adjacent to the premises, such as sidewalks, driveway's, lawns, and shrubbery, which would otherwise be maintained by Lessor.

WHD I have read this page.

CAUTION: The copyright laws of the United States forbid the reproduction or publication of this form by any means including scanning or computerized format. Page 1 of 4 FORM 787.1 (04-2002) CERTAIN TO BE A SERVICE OF PROFESSIONAL RELATIONSHIP, SEE REALTOR'S LISTING, STATE REG. NUMBER, COUNCIL NUMBER, LICENSE NUMBER.

Property Address

1944 OCEAN AVE S.F., CA 94127

No improvement or alteration of premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least two (2) days written notice in order that Lessor may post appropriate notices to avoid any liability for liens.

- 8. ~~ENTRY AND REPAIRS~~. Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time within sixty (60) days prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.
- 9. ~~LIABILITY OF LESSEE~~. Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expenses incurred by Lessor in defending any such claims.
- 10. ~~POSSESSION~~. If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within _____ days of the commencement term in item 1.
- 11. ~~LESSOR'S OBLIGATIONS~~. Lessee, at his or her expense, will maintain plus class, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: COMMERCIAL GENERAL LIABILITY \$2,000,000
Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.
- 12. ~~LESSOR'S INSURANCE~~. Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.
- 13. ~~SUBROGATION~~. To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation against each other which might otherwise exist.
- 14. ~~UTILITIES~~. Lessee agrees that he or she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises, except: _____
- 15. ~~SIGNS~~. Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld, and of appropriate governmental authorities.
- 16. ~~ABANDONMENT OF PREMISES~~. Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is displaced by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.
- 17. ~~CONDEMNATION~~. If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that either party may, at his or her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him or her for his or her trade fixtures and moving expenses.
- 18. ~~TRADE FIXTURES~~. Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his or her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.
- 19. ~~DESTRUCTION OF PREMISES~~. In the event of a partial destruction of the premises during the term, from any cause except acts or omission of Lessee, Lessor will promptly repair the premises, provided that such repairs can be reasonably made within sixty (60) days. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made within sixty (60) days, this Lease may be terminated at the option of either party by giving written notice to the other party within the sixty (60) day period.
- 20. ~~HAZARDOUS MATERIALS~~. Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises.
- 21. ~~INSOLVENCY~~. The appointment of a receiver, an assignment for the benefit of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

Lessee [Signature] has read this page.

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Page 2 of 4

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Property Address

1944 OCEAN AVE S.F. CA 94101

22. **DEFAULT.** In the event of any breach of this Lease by Lessee, Lessor may, at his or her option, terminate the Lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental less that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental less that the Lessee proves could have been reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his or her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, that portion of any leasing commission paid by Lessor and applicable to the unexpired term of the Lease.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

These provisions will not limit any other rights or remedies which Lessor may have.

23. **SECURITY.** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.

24. **DEPOSIT REFUND.** The balance of all deposits will be refunded within three (3) weeks (or as otherwise required by law), from date possession is delivered to Lessor or his or her authorized agent, together with a statement showing any charges made against the deposits by Lessor.

25. **ATTORNEY FEES.** In any action, arbitration, or other proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fees, expert witness fees, and costs.

26. **WAIVER.** The failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.

27. **NOTICE.** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective five (5) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.

28. **HOUSING OVER.** Any holding over after the expiration of this Lease, with the consent of Owner, will be a month-to-month tenancy at a monthly rent of \$_____, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party will terminate the tenancy by giving the other party thirty (30) days written notice.

29. **TERM.** Time is of the essence of this Lease.

30. **HEIRS, ASSIGNS, SUCCESSORS.** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

31. **TAX INCREASES.** In the event there is any increase during any year of the term of this Lease in real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, Lessee will pay to Lessor an amount equal to _____% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the Lease, the obligation of Lessee will be prorated. Lessee will not be responsible for any tax increases occasioned solely by a sale or transfer of the premises by Lessor.

32. **COST OF LIVING INCREASES.** The rent provided for in Item 2 will be adjusted effective upon the first day of the month immediately following the expiration of 12 months from date of commencement of the term, and upon the expiration of each 12 months thereafter, in accordance with changes in the U.S. Consumer Price Index for All Urban Consumers (1982-84 = 100), or (Other Index) _____ ("CPI"). The monthly rent will be increased to an amount equal to the monthly rent set forth in Item 2, multiplied by a fraction the numerator of which is the CPI for the second calendar month immediately preceding the adjustment date, and the denominator of which is the CPI for the second calendar month preceding the commencement of the Lease term; provided, however, that the monthly rent will not be less than the amount set forth in Item 2.

33. **OPTION TO RENEW.** Provided that Lessee is not in default in the performance of this Lease, Lessee will have the option to renew the Lease for an additional term of 12 months commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease will apply during the renewal term, except that the monthly rent will be the sum of \$_____ which will be adjusted after commencement of the renewal term in accordance with the cost of living increase provision set forth in Item 32.

The option will be exercised by written notice given to Lessor not less than _____ days prior to the expiration of the initial Lease term. If notice is not given within the time specified, this Option will expire.

34. **AMERICANS WITH DISABILITIES ACT.** The parties are alerted to the existence of the Americans With Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

35. **LESSOR'S LIABILITY.** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

Lessee (Signature) has read this page.

Property Address 1944 Avenue Ave, SE, CA 94127
20. ESTIMATED COSTS

(a) On ten (10) days prior written notice from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and (2) acknowledging that there are not, to Lessee's knowledge, any unsecured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee: (1) that this Lease is in full force and effect, without modification except as may be represented by Lessor; (2) that there are no unsecured defaults in Lessor's performance; and (3) that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

37. **ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

Exhibit A: _____
Exhibit B: _____

38. **ADDITIONAL TERMS AND CONDITIONS.** _____

The undersigned Lessee acknowledges that he or she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee Lucretia A. L. Date 12/13/13 Lessor _____ Date _____

Receipt for deposit acknowledged by _____ Date _____

ACCEPTANCE

The undersigned Lessor accepts the foregoing Offer and agrees to lease the premises on the terms and conditions set forth above.

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

The Lessor agrees to pay to N/A, the Broker in this transaction, the sum of \$_____ for services rendered and authorizes Broker to deduct said sum from the deposit received from Lessee.

In the event the Lease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Lessor will pay to Broker an additional commission of _____% of the total rental for the extended period. This commission will be due and payable at the commencement of the extended period if for a fixed term, or if on a month-to-month basis, at the termination of Lessee's occupancy or one year, whichever is earlier.

In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

Lessor LAMAX NGUYEN Date _____ Lessor _____ Date _____

Lessor's Address 3287 CESAR CHAVEZ ST
S.F., CA 94110

Lessor's Telephone (415) 844-5795

Lessor's Fax (415) 667-8265

Executed by _____
Date _____

Lessee acknowledges receipt of a copy of this accepted Lease on (date) 12/13/13 WLL
Initials

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EXHIBIT B

THIRTY-DAY NOTICE OF TERMINATION OF TENANCY

TO Wyatt Hahn Lin DBA Alternative Relief Center
All Residents (tenants and subtenants) in possession (full name) and all others in possession

of the premises located at:
1944 Ocean Avenue Unit # (if applicable) _____
(Street Address)

San Francisco CA 94127
(City) (Zip)

PLEASE TAKE NOTICE that your tenancy of the premises is terminated effective at the end of a thirty (30) day period after service on you of this notice, or 4/23/2018 whichever is later.
(Date)

Rent must still be paid in advance on the usual due date, prorated to the end of the tenancy as follows:

From N/A (date), to _____ (date). Rent is refused.
for _____ days at \$ _____ per day, for a total of \$ _____

You must peacefully vacate the premises and remove all of your personal property on or before the date indicated above. If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you which may include attorneys' fees and court costs as allowed by law, plus the Owner/Agent may recover an additional punitive award of six hundred dollars (\$600) in accordance with California law for such unlawful detention. This legal action will also result in forfeiture of the rental agreement.

This Notice of Termination of Tenancy does not relieve you of payment of any financial obligation for rent owed until the actual date of termination of tenancy.

If you fail to fulfill the terms of your credit obligations, a negative credit report reflecting on your credit history may be submitted to a credit reporting agency.

You have the right to request an initial inspection of your unit and to be present during that inspection, which shall occur no earlier than two weeks before the termination of the tenancy and during normal business hours. At this initial inspection, the Owner/Agent will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. This may not be a final accounting of deductions from the security deposit. A separate Notice of Resident's Option to Request an Initial Inspection is provided with this Notice or will follow within a reasonable time. Please complete the form and return it to Owner/Agent if you wish to arrange for an initial inspection.

Pursuant to Civil Code Section 1946, State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

4/23/2018
Date

Michael R. Motys, Esq.
Owner/Agent



California Apartment Association Approved Form
www.caanet.org
Form 7.0-3V - Revised 12/16 - ©2016 - All Rights Reserved
Page 1 of 2





EXHIBIT C

Demand for Surrender of Real Property

To: Lemax Nguyen and his agents,
1242 Holloway Avenue,
San Francisco, California 94132

The undersigned was the occupant of the following real property within five days preceding
May 28th, 2018; said property is described as follows:
1844 Ocean Avenue, San Francisco, California 94127

Wyatt Hahn Lin was at said times in the peaceable, undisturbed possession of said real property, you, on
May 23, 2018, and several days thereafter, unlawfully entered on said real property on various occasions
during the day when the occupant was present and in the absence of the occupant.

You are hereby required to surrender said real property and deliver possession thereof to the
undersigned on or before June 5th, 2018, as by the statute in such cases made and provided

Dated May 28th 2018



Wyatt Hahn Lin [Signature]

Proof of Personal Service

1 Person Seeking Protection

Name: WYATT LN

2 Person From Whom Protection is Sought

Name: LAMAX NOLLYEN

3 Method to Serve

The server used:

- By 18 years of age or older.
- Not be listed in Items 1 or 3
- of Form CH-100.



- Give a copy of all documents checked in 4 to the person in 3. (You cannot send them by mail.) Then sign this form and give or mail it to the person in 3.

PROOF OF PERSONAL SERVICE

4 I gave the person in 3 a copy of the forms checked below:

- a. CH-100, Notice of Court Hearing
- b. CH-118, Temporary Restraining Order
- c. CH-100, Request for Civil Harassment Restraining Order
- d. CH-120, Response to Request for Civil Harassment Restraining Order (check Box)
- e. CH-120-REV, How Can I Respond to a Request for Civil Harassment Restraining Order?
- f. CH-120, Civil Harassment Restraining Order After Hearing
- g. CH-100, Proof of Personal Service by Self or Special Agent
- h. Other (specify): SERVED WITH A DEMAND FOR RETURN OF REAL PROPERTY

5 I personally gave copies of the documents checked above to the person in 3:

- a. On (date): May 29, 2018 h. At (time): 12:02 PM a.m. p.m.

c. At the address: 1944 OCEAN AVE.

City: SAN FRANCISCO

State: CA

Zip: 94132

6 Server's Information

Name: GREGORY B. KING

Address: 75 COLUMBIA RD.

City: SAN FRANCISCO

State: CA

Zip: 94103

Telephone: 415-497-4140

(If you are a registered process server):

County of registration: SAN FRANCISCO

Registration number: 1206

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: May 29, 2018

Name: GREGORY B. KING

Type of print server's name

Server's signature

Signature of server

United States District Court
Northern District of California
San Francisco, CA 94103
Case of Civil Harassment, § 877.9

Proof of Personal Service
(Civil Harassment Prevention)

CH-500, Page 1 of 1

FILED BY FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Albert M. T. Finch, III, Esq. [SBN 196478]
 Laura E. Malkofsky, Esq. [SBN 142536]
 Ericksen Arbuthnot
 152 North Third Street, Suite 700
 San Jose, CA 95112
 TELEPHONE NO.: 408-286-0880 FAX NO.: 408-286-0337

ATTORNEY FOR (Name): Plaintiff Wyatt Hahn Lin

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
 STREET ADDRESS: 400 McAllister Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: San Francisco, 94102
 BRANCH NAME:

CASE NAME: Lin v. Lamax

FOR COURT USE ONLY

FILED
 San Francisco County Superior Court

NOV 20 2018

CLERK OF THE COURT
 BY: *Chalene Johnson*
 Deputy Clerk

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: **CC-18-571479**

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> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. 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):

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: November 20, 2018
 Laura E. Malkofsky, Esq. (TYPE OR PRINT NAME) *Laura E. Malkofsky* (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.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation; a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (not asbestos or toxic/environmental) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (not medical or legal)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)
 - Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
 - Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (not provisionally complex) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

- Commercial (31)
- Residential (32)
 - Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (non-domestic relations)
 - Sister State Judgment
 - Administrative Agency Award (not unpaid taxes)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (not specified above) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (non-harassment)
 - Mechanics Lien
 - Other Commercial Complaint Case (non-tort/non-complex)
 - Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (not specified above) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief from Late Claim
 - Other Civil Petition

190973

From: Lin Wyatt <wyatt.lin@comcast.net>
Sent: Saturday, January 25, 2020 9:14 AM
To: Major, Erica (BOS)
Cc: Terry Finch
Subject: Proposed ordinance #190973
Attachments: 1944 Ocean Complaint.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello Ms Erica Major, please forward this email to the Land Use Committee and please include to this file for the proposed ordinance #190973

To the Land Use Committee and Supervisors:

It is our understanding that an ordinance #190973 (<https://sfgov.legistar.com/LegislationDetail.aspx?ID=4148398&GUID=4EC46F7B-277A-451A-A831-49721DA88A9A&Options=ID|Text|&Search=cannabis>) will be proposed next week before the land use committee to amend the Health Code to allow portability of MCD permittees in certain instances. The legislation's stated purpose is to help those MCD permittees, notably Equity MCD permittees, who have suffered landlord abuse. As we previously set forth in prior communications, I empathize with the those Equity MCD permittees who have suffered abuse at the hand of their landlords; however, as currently written, the proposed health code provision fails to prevent landlord abuse in the locations to which the Equity MCD permittee would be moving and we believe that it should be amended to prevent this problem. In other words, the proposed ordinance allows landlords of the proposed "new location" to which the Equity MCD permittee is moving to abuse their tenants and wrongfully evict their tenants in favor of the Equity MCD permittee.

Based on the foregoing, we previously sent communications about a proposed amendment to the ordinance to amend the Health Code that corrects this issue to all supervisors. To be more specific, we recommend the following change in red to make certain that the Health Code change does not cause the landlords in existing MCD locations to wrongfully evict current MCD permittees in favor of enticing an Equity MCD Permittee to their location:

Ordinance amending the Health Code to authorize the Director of the Department of Public Health to allow an existing Medical Cannabis Dispensary permittee to operate under that permit at a new location, provided the permittee has been verified by the Office of Cannabis as an Equity Applicant under the Police Code, the permittee, if a natural person, or a natural person who is a verified Equity Applicant, was identified as an applicant or as a person who would be "engaged in the management of the medical cannabis dispensary," on the original Article 33 permit application submitted on or before January 5, 2018, the permittee has been evicted from the location associated with the permit or been notified by the landlord that the lease would be terminated or not renewed, the new location has an existing authorization for Medical Cannabis Dispensary Use and not been the subject of a wrongful eviction judgment or forcible detainer judgment in favor of a prior Medical Cannabis Dispensary permittee, the permittee has complied with all requirements of Article 33 of the Health Code (the Medical Cannabis Act) with respect to the new location, and the permittee satisfies the

provisions of Article 33 regarding authorization by the Office of Cannabis to sell Adult Use Cannabis; and affirming the Planning Department's determination under the California Environmental Quality Act.

In addition to the above, I previously operated a MCD in San Francisco and was the subject of landlord abuse at 1944 Ocean Avenue in San Francisco. That matter has been in litigation for approximately two years in San Francisco Superior and was recently tried before Judge Kiesselbach in San Francisco, California. The complaint in that action includes causes of action for unfair business practices committed by the landlord, unlawful demands for key money, and wrongful eviction alleging that the landlord removed the MCD from operation using self-help, breaking into the property when his demands for more rent above the lease were not met. Closing arguments have been scheduled for February 7, 2020. The relief requested includes a request both injunctive and declaratory relief concerning the property at issue. From reviewing recently discovered correspondence relating to the case and 1944 Ocean, it appears that the proposed ordinance was contemplated to affect the outcome of that case and circumvent the relief that was requested in the litigation. Given that the legislation, if passed, would greatly benefit that landlord and potentially allow him to sell the property to a prospective MCD permittee, we would request that the land use committee continue the hearing on Monday to at least allow the litigation that is pending to conclude and also add the proposed amendment to protect those MCD permittees in locations where potential landlord abuse may occur as result of the new portability that is created by this proposed Health Code change.

I also suspect from our review of the emails written to the Department of Health that the landlord of 1944 Ocean Ave in this case has conspired to put forth this proposed legislation to circumvent the outcome of the pending litigation. I have also attached a copy of the complaint and also a link which includes pictures and video of the landlord illegally breaking into 1944 Ocean Ave and destroying our personal property:

<https://www.dropbox.com/sh/82k7j3c2k2nea28/AACNb10pOasLSoraxRxPvSkYa?dl=0>

I respectfully request a continuance of Monday's scheduled consideration of this ordinance to evaluate the above.

Wyatt Lin

3)

From: Jana Sullivan <jana@sullivans.com>
Sent: Sunday, January 12, 2020 11:20 AM
To: Major, Erica (BOS)
Subject: File no. 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello Ms. Major,

I am writing in support of Releaf Dispensary's bid to move their cannabis license to the new location requested, per file no. 190973.

Cannabis helps many people like myself find relief and freedom from constant pain and discomfort. I have 8 years clean from an opiate addiction after 4 surgeries, but still suffer from chronic pain and other issues. Cannabis is the only safe and affordable avenue I have found for effective relief.

Having multiple dispensaries available to visit helps reduce difficulty in getting medicine by making it physically accessible, and also helps keep prices competitive.

From a business perspective, losing one's lease should not effectively shutter a business from operating. This business owner should be given the opportunity to continue serving the local community, and helping people like me find healing.

Thank you for your time.

All the best,
Jana Sullivan
Jana@sullivans.com

Sent from my iPhone

From: Adria Marie <adrianmariejones53@gmail.com>
Sent: Sunday, January 12, 2020 5:39 PM
To: Major, Erica (BOS)
Subject: Support for 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello, hi this is Adrian and I am writing to ask you to support and pass this legislative fix for Releaf to be given portability to relocate. She is a good acting legacy operator and we should support equity that she is. God bless you and everyone.

190973

To: Mahogany, Honey (BOS); Van Nguyen
Subject: RE: 1 cannabis legislation

From: Van Nguyen <vansointernational@gmail.com>
Sent: Tuesday, January 14, 2020 3:09 PM
To: Mahogany, Honey (BOS) <honey.mahogany@sfgov.org>
Subject: Fwd: 1 cannabis legislation

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

----- Forwarded message -----

From: Van Nguyen <vansointernational@gmail.com>
Date: Tue, Jan 14, 2020 at 3:07 PM
Subject: Fwd: 1 cannabis legislation
To: dean.preston@sfgov.org <dean.preston@sfgov.org>

----- Forwarded message -----

From: Van Nguyen <vansointernational@gmail.com>
Date: Tue, Jan 14, 2020 at 3:07 PM
Subject: 1 cannabis legislation
To: aaron.peskin@sfgov.org <aaron.peskin@sfgov.org>

Greeting Supervisors,

I'm writing to thank supervisor Haney for his sponsorship of a relocation fix for Equity legacy MDC Releaf. I stand in support of this effort. It is my hope that the supervisors and city attorneys will prioritize and offer technical support to assure all legacy clubs in SF based in compassion & equity are able to re-open their doors.

Van Nguyen

From: Rommie Whittaker <rommiewhittaker@gmail.com>
Sent: Monday, January 13, 2020 1:48 PM
To: Major, Erica (BOS)
Subject: Re: Support

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

That should be Releaf not release I hope this message gets to you in time for your decision

On Mon, Jan 13, 2020 at 1:35 PM Rommie Whittaker <rommiewhittaker@gmail.com> wrote:

I support the legacy equity and compassion of release

I also support the legislative fix

For item 190973

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null

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null

From: Off Eyeam <leerogers562@gmail.com>
Sent: Monday, January 13, 2020 1:07 PM
To: Major, Erica (BOS)
Cc: Board of Supervisors, (BOS)
Subject: File 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello Erica and honorable members of the board of supervisors.

Thanks for the job you are doing to create policies for the citizens of San Francisco to benefit from. I'm a honorably discharged United States Navy veteran and a member of operation EVAC. An organisation to prevent veteran suicide and opioid overdose. Releaf herbal cooperative was our first dispensary client . Therefore, not only is it my moral obligation but my honor to advocate on their behalf. With your vote you can also support San Francisco veterans. Humbly I request Supervisors of San Francisco to support Relief and expedite their relocation process.

Respectfully,

Rogers, L. V.
U S Navy

From: Rommie Whittaker <rommiewhittaker@gmail.com>
Sent: Monday, January 13, 2020 1:36 PM
To: Major, Erica (BOS)
Subject: Support

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I support the legacy equity and compassion of release
I also support the legislative fix
For item 190973

--
null

190973

From: Board of Supervisors, (BOS)
Sent: Monday, December 16, 2019 6:24 PM
To: BOS-Supervisors; Major, Erica (BOS)
Subject: FW: Proposed Releaf cannabis dispensary

From: Jim Daniels <jimdaniels9141@gmail.com>
Sent: Tuesday, December 10, 2019 3:35 PM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: Proposed Releaf cannabis dispensary

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Sirs and Madams,

Although I was unable to attend the support rally yesterday at the Civic Center, I would like to express my support for the "Releaf" cannabis dispensary application. The benefits of cannabis usage are many fold, as this 70+ y.o. vet can attest to! Responsible purveyors, (like Releaf), of this helpful plant should be encouraged and supported!

Thank you

190973

From: Emma Heinichen <emma@zfplaw.com>
Sent: Thursday, December 12, 2019 5:55 PM
To: Peskin, Aaron (BOS)
Cc: EMERY, JIM (CAT); RUIZ-ESQUIDE, ANDREA (CAT); JENSEN, KRISTEN (CAT); Art Coon; Major, Erica (BOS)
Subject: Ordinance no 190946 HCO Amortization Period
Attachments: 2019.12.12 LTR to Sup. Peskin.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good Evening Supervisor Peskin,

I've attached a letter to you from Andrew Zacks, a copy of which will be hand-delivered to your office tomorrow morning.

Sincerely,

Emma Heinichen
Paralegal
Zacks, Freedman & Patterson, PC
235 Montgomery Street, Suite 400
San Francisco, CA 94104
Telephone: (415) 956-8100
Facsimile: (415) 288-9755
www.zfplaw.com

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ZACKS, FREEDMAN & PATTERSON

A PROFESSIONAL CORPORATION

235 Montgomery Street, Suite 400
San Francisco, California 94104
Telephone (415) 956-8100
Facsimile (415) 288-9755
www.zfplaw.com

December 12, 2019

Supervisor Aaron Peskin
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, Ca 94102-4689
Aaron.Peskin@sfgov.org

Sent Via E-Mail on Dec. 12, 2019 and
Via Hand Delivery on Dec. 13, 2019

RE: Ordinance No. 190946 HCO Amortization Period

Dear Supervisor Peskin:

I represent the SF SRO Hotel Coalition. I am writing to request a continuance of the informational hearing that is set for Monday December 16, 2019 at the Land Use Committee in reference to Ordinance No. 190946.

The SF SRO Hotel Coalition is grateful for the opportunity to work with the you and your fellow Board members to explain the economic impact of legislation increasing the minimum term of occupancy for SRO rooms under Chapter 41 of the Administrative Code. Around 30 of our members attended the hearing on Monday of this week, but the Committee's unusually heavy calendar resulted in many of them having to leave before the matter was called. While we appreciate your decision to continue the hearing to December 16, 2019, many of our members are not available on that date due to previous commitments.

As I mentioned in my testimony before the Committee, the information that the Committee and the Board appear to be seeking includes highly confidential financial information that is protected by the hotel owners' right to privacy under Article 1, Section 1 of the California Constitution. Interestingly, this same section of our state constitution guarantees our citizens the right to acquire, possess, and protect property describing these rights as "inalienable." After the hearing on Monday, I phoned Deputy City Attorney James Emery to discuss a procedure for getting the Board the information it seeks without violating the privacy rights of the hotel owners. We believe we can work with the Board and the City Attorney to solve this problem but Mr. Emery is out of town through the rest of this week.

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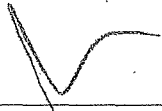
//

December 12, 2019
Supervisor Aaron Peskin
Page 2

For the foregoing reasons, our client respectfully requests the Committee continue the informational hearing to a date in early January.

Very truly yours,

ZACKS, FREEDMAN & PATTERSON, PC



Andrew M. Zacks

cc: Clerk of the Land Use Committee
Deputy City Attorney, James Emery
Deputy City Attorney, Kristen Jensen
Deputy City Attorney, Andrea Ruiz-Esquide
Arthur Coon, Esq.

140973

From: Perry Jones <pgjones415@gmail.com>
Sent: Thursday, December 12, 2019 2:27 PM
To: heidihanley@yahoo.com; Major, Erica (BOS)
Subject: Fwd: hedi
Attachments: Letter (1).pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

----- Forwarded message -----

From: Perry Jones <pgjones415@gmail.com>
Date: Thu, Dec 12, 2019 at 2:23 PM
Subject: Support letter For Beloved Hedi
To: Perry Jones <pgjones415@gmail.com>

Perry Jones CEO Kali Heal's

3008 Harrison St
San Fran. Ca. 94110(415) 312 9844
pgjones415@gmail.com
December, 12th 2019

Erica Mayor

Land use Committee Clerk

Dear Erica,

My name is Perry Jones. I'm reaching out to you today in support of Hedi Hanley possibly being approved for a new location for a medical cannabis dispensary. As an outstanding mentor, Hedi has shown support to me a verified equity applicant by taking it upon herself to mentor me as well as others who show interest of emerging into the cannabis industry without making any mistakes. Hedi set aside quality time aside from running her business to conduct workshops based around accounting, Law and regulations as well as the compassion act in order to keep the community wellness in mind. Besides being a great mentor, Hedi as being a driving force when it comes to keeping the community in mind when it comes to the Business of Cannabis and maintaining great customer service, and reasonable pricing for medicine. I would love to see the City of San Francisco support our very own Hedi Hanley by allowing Hedi to relocate her business to a new letter where she can continue to strive and give back to the community at large Thanks to being RELEAF. Thank you for your time and consideration

Sincerely,

Perry Jones

190973

From: Perry Jones <pgjones415@gmail.com>
Sent: Thursday, December 12, 2019 2:36 PM
To: heidihanley@yahoo.com; Major, Erica (BOS)
Subject: Re: hedi

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<https://drive.google.com/file/d/0B7UZSdA0u3o0OW55dFBGWW9kZFEwRWVuSGxKLWRDUDJuOG9B/view?usp=sharing>

On Thu, Dec 12, 2019 at 2:27 PM Perry Jones <pgjones415@gmail.com> wrote:

----- Forwarded message -----

From: Perry Jones <pgjones415@gmail.com>
Date: Thu, Dec 12, 2019 at 2:23 PM
Subject: Support letter For Beloved Hedi
To: Perry Jones <pgjones415@gmail.com>

WELCOME

RELEAF EQUITY MENTORSHIP

Dear Perry Jones,

On behalf of Releaf Herbal, we are extremely excited to welcome you to our very 1st Cannabis Equity Mentorship. We believe in your business efforts and the value of the Equity ID that you possess. We are impressed by your knowledge of self and the ability to critique your strengths and deficiencies. You also possess the right mindset for every situation. Your knowledge and skills from the unregulated cannabis market, and your current approach to business, will serve you well as you pursue your vision of success.

It is our hope to provide you with the support, best-practices, and strategies that will assist you to become a successful cannabis operator.

Thank you for allowing us to assist you on your weed business journey.

Sincerely,

Releaf Team

SERVICES

- 5 Hours a Week of Direct Consulting and Strategy
- Unlimited Email Support
- Cannabis Business Permit Assistance - Application Review, Letters of Support, additional assistance to be determined*
- Access to Releaf Resources - Tax, Architect, Distributors, Banking
- Legal Updates on Local and State Cannabis Changes
- Subsidized Entry to Cannabis Business Events
- Access to Releaf Lounge - Hold product demo and promotional events

Major, Erica (BOS)

From: lincicom826@gmail.com
Sent: Monday, December 09, 2019 11:35 AM
To: Board of Supervisors, (BOS)
Subject: File # 190973 in support

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I am a US Navy Veteran 1971 -1978 for 5 years Relief dispensary has been a welcome shelter from lifes challenges of PTSD. The weekly drop in session s to speak with other soldiers, finding strength in peer support, easings the battle wounds thru meditation, medication, and community. Relief helped build this house of saving grace by sponsoring our meetings, greeting us with honor and respect no matter our outward state. This is what COMPASSIONATE CARE looks like. I stand with renewal of permit asap to return this beloved leader back to service their community. You have the power to keep the pathway to support our Veterans with your vote. We have not lost one soldier to suicide in 5 years of work- do not dismantle a winning project against the over 20 daily deaths that is every Vets reality today. Please do all you can to smooth the way for this unique leader in Dispensary services.

Sent from my MetroPCS 4G LTE Android device

Major, Erica (BOS)

From: Ryan Miller <ryan@opevac.org>
Sent: Monday, December 09, 2019 1:46 AM
To: Major, Erica (BOS); Board of Supervisors, (BOS)
Cc: Operation EVAC
Subject: With enthusiastic support of File 190973
Attachments: File 190973.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Thank you for inviting public comment toward the relocation application of Releaf Herbal Cooperative.

Please accept the attachment for the record on behalf of Operation EVAC (Educating Veterans About Cannabis)

In gratitude,
Ryan Miller

Major, Erica (BOS)

From: Gina Alvarez <galvarez@wearethegoodfellas.com>
Sent: Sunday, December 08, 2019 9:56 PM
To: Major, Erica (BOS); Board of Supervisors, (BOS)
Cc: heidi@releafherbal.com
Subject: 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To whom this may concern-

It has been a wonderful delight working with the team at Releaf Herbal cooperative on mission st. Moving there license would be great for the city and then impact on the community. They have been healing many people for many years and Heidi has played a Positive tremendous role in the cannabis community as a woman influencer.

I believe relocating there license is a great idea & lets them have a beautiful new start as business owners. Hoping for the best. Always putting the community first.

Gina Alvarez
The Goodfellas Group
8152607632

Major, Erica (BOS)

From: Matthew Hoeger <matt@happysticks.com>
Sent: Sunday, December 08, 2019 10:08 AM
To: Major, Erica (BOS)
Cc: Board of Supervisors, (BOS); heidi@releafherbal.com
Subject: ReLeaf Letter of Support - File 190973
Attachments: ReLeaf letter of support.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello,

Please find attached my letter of support for the approval of a new location for ReLeaf Herbal Collective for File Case 190973.

Thank you,
Matthew Hoeger

--
Matthew Hoeger
Sales Manager
619-806-0400
Happysticks.com



Major, Erica (BOS)

From: L Murphy <lauren.murphy@alt36.com>
Sent: Friday, December 06, 2019 4:18 PM
To: Major, Erica (BOS); Board of Supervisors, (BOS)
Subject: Letter in Support of File 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To Whom This May Concern:

I am writing this letter in support of File 190973 - Approving a new location for permitter's medical cannabis dispensary. I have had the pleasure of meeting Heidi this past Summer. She is a tremendously strong individual with an incredible work ethic. In the short time I have known Heidi, I have witnessed her dedication to always take care of her employees and truly treat them with the utmost respect. The efforts Heidi puts towards operating her business and making sure her employees have a healthy work environment, translates into how they operate the day to day operations. All team members that work with Heidi are very professional and personable to every visitor that's checked in. Heidi is also highly respected by the local community and other licensed business owners in the cannabis industry.

She is a leader in the cannabis industry and a trailblazer pathing the way for others wanting to understand how to operate compliantly and effectively. She is very much deserving of an approval on a new location and can really help improve any community she operates within. Please vote yes, the decision will be one that allows a business and community to prosper.

Kindest Regards,

lauren murphy
president

480 442 6205

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Major, Erica (BOS)

From: Clifford Meurer <sales@pacificreservebrands.com>
Sent: Thursday, December 05, 2019 9:19 PM
To: Board of Supervisors, (BOS)
Cc: heidi@releafherbal.com
Subject: File #190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I have worked with the owners and staff at Releaf Herbal Dispensary for the last two years. They have always been both professional and personable. From the time I first met the owners, they help me to feel like family. As a sales manager in this cannabis business, that was a real gift, and I am grateful.

They have always honored all commitments which we made. Our business relationship on of my favorites.

I also have been very aware of ways they show up for the local community.

I am certain that wherever they land in this beautiful city will be a beneficial effect on the community as well.

In Gratitude,

Clifford Meurer
Sales Manager
Pacific Reserve Brands
408-499-1243

Pacific Reserve Links

Also, check out our website to learn more about each of these products.

<https://www.pacificreservebrands.com>

We are also featured in <https://www.cannabisbusinesstimes.com/article/pacific-reserve-california-cannabis-greenhouse/>

Other links

<https://www.leafly.com/brands/pacific-reserve-brands>

<https://weedmaps.com/brands/pacific-reserve-brands>

<https://instagram.com/pacificreserve>

Major, Erica (BOS)

From: Kala Salazar <kala@soldistro.com>
Sent: Sunday, December 08, 2019 11:08 AM
To: Major, Erica (BOS); Board of Supervisors, (BOS)
Cc: heidi@releafherbal.com; oskar@releafherbal.com
Subject: File #190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To The City of San Francisco,

Releaf Herbal Cooperative File #190973

My name is Kala` Salazar and I am with Left Coast Ventures/Sol Distro and am now a San Francisco resident. I would like to send a letter of support, in regards to Releaf Herbal Cooperative. I am in full support of their new Cannabis Dispensary that they are trying to open up in the City. This team has done wonderful things for the patients of San Francisco and I would love to see the approval to port their BCC License to their new location. Releaf Herbal is a staple in the Cannabis Community with good hearted people constantly looking at ways to give back. I support them wholeheartedly and hope to see a positive outcome for them.

I appreciate your time.

Thank you,

Kala` Salazar
Left Coast Ventures
M - 916.880.0857
E - kala@leftcoastventures.us

Major, Erica (BOS)

From: Craig HGD <craighgd@gmail.com>
Sent: Friday, December 06, 2019 5:44 PM
To: Major, Erica (BOS); Board of Supervisors, (BOS)
Cc: heidi@releafherbal.com; Obe Goodman
Subject: Support for Releaf Dispensary (file 190973)
Attachments: Letter of Recommendation for Releaf Cannabis Dispensary.docx

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To Whom it May Concern,

Please see attached letter

Thanks

Craig Nejedly

--
www.satorimovement.com

www.satoriwellness.org

www.talkingtreesfarms.com

www.highgradedistribution.com

190973

From: Clifford Meurer <sales@pacificreservebrands.com>
Sent: Thursday, December 05, 2019 8:59 PM
To: Major, Erica (BOS); board.of.supeervisors@sfgov.org
Cc: heidi@releafherbal.com
Subject: File 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I have worked with the owners and staff at Releaf Herbal Dispensary for the last two years. They have always been both professional and personable. From the time I first met the owners, they help me to feel like family. As a sales manager in this cannabis business, that was a real gift, and I am grateful.

They have always honored all commitments which we made. Our business relationship on of my favorites.

I also have been very aware of ways they show up for the local community.

I am certain that wherever they land in this beautiful city will be a beneficial effect on the community as well.

In Gratitude,

Clifford Meurer
Sales Manager
Pacific Reserve Brands
408-499-1243

Pacific Reserve Links

Also, check out our website to learn more about each of these products.

<https://www.pacificreservebrands.com>

We are also featured in <https://www.cannabisbusinesstimes.com/article/pacific-reserve-california-cannabis-greenhouse/>

Other links

<https://www.leafly.com/brands/pacific-reserve-brands>

<https://weedmaps.com/brands/pacific-reserve-brands>

<https://instagram.com/pacificreserve>

190973

From: Clifford Meurer <sales@pacificreservebrands.com>
Sent: Thursday, December 05, 2019 8:59 PM
To: Major, Erica (BOS); board.of.supevisors@sfgov.org
Cc: heidi@releafherbal.com
Subject: File 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

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I am certain that wherever they land in this beautiful city will be a beneficial effect on the community as well.

In Gratitude,

Clifford Meurer
Sales Manager
Pacific Reserve Brands
408-499-1243

Pacific Reserve Links

Also, check out our website to learn more about each of these products.

<https://www.pacificreservebrands.com>

We are also featured in <https://www.cannabisbusinesstimes.com/article/pacific-reserve-california-cannabis-greenhouse/>

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<https://weedmaps.com/brands/pacific-reserve-brands>

<https://instagram.com/pacificreserve>

Major, Erica (BOS)

From: Ryan Miller <ryan@opevac.org>
Sent: Monday, December 09, 2019 1:46 AM
To: Major, Erica (BOS); Board of Supervisors, (BOS)
Cc: Operation EVAC
Subject: With enthusiastic support of File 190973
Attachments: File 190973.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Thank you for inviting public comment toward the relocation application of Releaf Herbal Cooperative.

Please accept the attachment for the record on behalf of Operation EVAC (Educating Veterans About Cannabis)

In gratitude,
Ryan Miller

December 9, 2019

Good afternoon Erica Major and honorable members of the Board of Supervisors,

Thank you for your work to create policies that benefit the citizens in the city of my birth, San Francisco. I'm an honorably discharged Marine Corps veteran, certified in mental health first-aid and as a veteran peer-support specialist. I founded Operation EVAC, an organization to prevent veteran-suicide and opiate overdose with recurring social support groups in partnership with cannabis dispensaries. Our mission is to promote the growth and healing of veterans through mutual assistance, personal development, and community service. When we launched on Memorial Day, 2016, Releaf Herbal Cooperative was our first dispensary client and it's not only an honor, but my moral obligation to advocate on their behalf.

Our work in service to welcome home warriors is only possible with the support of our generous dispensary hosts, of which Releaf has led the way to ensure San Francisco's veterans won't be left behind. The veteran population that we serve in SoMa is among the most vulnerable (and arguably most deserving) portions of our populations. Our members are mostly poverty-class elders and veterans of color. Many of us are formerly incarcerated, have experience with housing insecurity, and are recovering from substance abuse. It's my privilege to report to you that we're experiencing transformative results in the community that Releaf has curated. Members are revealing that HUD VASH is helping us get off the streets, we're choosing cannabis instead of opiates and street drugs, we're abstaining from alcohol, and we're finding hope while sharing space in our safe container of camaraderie.

Releaf is not only integral to our origin story, but with your vote, can also support San Francisco's veterans in the future. Said differently, we humbly request that the supervisors of San Francisco support ethical operators like Releaf and expedite their relocation process. We're in the veteran-suicide prevention business and the veterans of Operation EVAC are depending on you.

Thank you for being open to comments from the public to influence your decision.

In service,

A handwritten signature in black ink, appearing to read "Ryan Miller". The signature is fluid and cursive, with a large initial "R" and "M".

Ryan Miller, USMC
Founder
Operation EVAC

Major, Erica (BOS)

From: Gregory Mills <millsgregory40@gmail.com>
Sent: Sunday, December 08, 2019 11:39 PM
To: Major, Erica (BOS)
Subject: File 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Please approve the new location request to releaf cannabis dispensary, as they continue to support the community.
Thank you for your attention of this matter.! Gregory Mills

Major, Erica (BOS)

From: Heidi Hanley <heidihanley@yahoo.com>
Sent: Sunday, December 08, 2019 11:04 PM
To: Major, Erica (BOS)
Subject: Re: File 190973

Hi Erica, would it be possible for you to forward to me all of the letters that you've gotten in support for this file? I am the person behind the legislative fix being presented and I would like to hand-deliver these letters to each supervisor as there has been some pushback and I want them to see the amount of support from colleagues. I have already hand delivered to the supervisors over 600 signatures in support so I think the letters would be a great addition for them to see. I would like to present these letters tomorrow mid morning so if you would be able to send them in the a.m. I would greatly appreciate it.

In gratitude,

Heidi Hanley
415-716-1027

On Dec 6, 2019, at 9:19 AM, Major, Erica (BOS) <erica.major@sfgov.org> wrote:

Confirming this has been added to the Board File No. 190973.

ERICA MAJOR

Assistant Clerk

Board of Supervisors

1 Dr. Carlton B. Goodlett Place, City Hall, Room 244 San Francisco, CA 94102

Phone: (415) 554-4441 | Fax: (415) 554-5163

Erica.Major@sfgov.org | www.sfbos.org

<image001.png>

Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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From: Clifford Meurer [mailto:sales@pacifreservebrands.com]

Sent: Thursday, December 05, 2019 8:59 PM

To: Major, Erica (BOS) <erica.major@sfgov.org>; board.of.supeervisors@sfgov.org

Cc: heidi@releafherbal.com

Subject: File 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I have worked with the owners and staff at Releaf Herbal Dispensary for the last two years. They have always been both professional and personable. From the time I first met the owners, they help me to feel like family. As a sales manager in this cannabis business, that was a real gift, and I am grateful.

They have always honored all commitments which we made. Our business relationship on of my favorites.

I also have been very aware of ways they show up for the local community.

I am certain that wherever they land in this beautiful city will be a beneficial effect on the community as well.

In Gratitude,

Clifford Meurer
Sales Manager
Pacific Reserve Brands
408-499-1243

Pacific Reserve Links

Also, check out our website to learn more about each of these products.

<https://www.pacificreservebrands.com>

We are also featured in <https://www.cannabisbusinesstimes.com/article/pacific-reserve-california-cannabis-greenhouse/>

Other links

<https://www.leafly.com/brands/pacific-reserve-brands>

<https://weedmaps.com/brands/pacific-reserve-brands>

<https://instagram.com/pacificreserve>

Major, Erica (BOS)

From: lincicommy826@gmail.com
Sent: Monday, December 09, 2019 10:35 AM
To: Major, Erica (BOS)
Subject: Todays agenda file # 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I am a US Navy vet who has directly benefited from Reliefs support of veterans in need. Every vist to this dispensary was filled with welcoming greetings to soldiers and veterans as honored guests. For 5 years i have spent my saturdays in company of veterans trying to leave our wars behind. Relief provided the space and commitment to compassionate care to keep us thriving. This program is now without a sponser due to location and permit issues. Everyday over 20 vets suicides wear hard on our hearts- we have not lost one vet in this program. Do your best to keep compassion alive- reward those doing the work our community desperately need. Repermit this organization and keep vets alive.

Sent from my MetroPCS 4G LTE Android device

Major, Erica (BOS)

From: Gina Alvarez <galvarez@wearethegoodfellas.com>
Sent: Sunday, December 08, 2019 9:56 PM
To: Major, Erica (BOS); Board of Supervisors, (BOS)
Cc: heidi@releafherbal.com
Subject: 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To whom this may concern-

It has been a wonderful delight working with the team at Releaf Herbal cooperative on mission st. Moving there license would be great for the city and then impact on the community. They have been healing many people for many years and Heidi has played a Positive tremendous role in the cannabis community as a woman influencer.

I believe relocating there license is a great idea & lets them have a beautiful new start as business owners. Hoping for the best. Always putting the community first.

Gina Alvarez
The Goodfellas Group
8152607632

Major, Erica (BOS)

From: Gina Alvarez <galvarez@wearethegoodfellas.com>
Sent: Sunday, December 08, 2019 9:44 PM
To: Major, Erica (BOS); Board.visors@sfgov.org
Cc: heidi@releafherbal.com
Subject: 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To whom this may concern-

It has been a wonderful delight working with the team at Releaf Herbal cooperative on mission st. Moving there license would be great for the city and then impact on the community. They have been healing many people for many years and Heidi has played a Positive tremendous role in the cannabis community as a woman influencer.

I believe relocating there license is a great idea & lets them have a beautiful new start as business owners. Hoping for the best, Always putting the community first.

Gina Alvarez
The Goodfellas Group
8152607632

Major, Erica (BOS)

From: Kala Salazar <kala@soldistro.com>
Sent: Sunday, December 08, 2019 11:08 AM
To: Major, Erica (BOS); Board of Supervisors, (BOS)
Cc: heidi@releafherbal.com; oskar@releafherbal.com
Subject: File #190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To The City of San Francisco,

Releaf Herbal Cooperative File #190973

My name is Kala` Salazar and I am with Left Coast Ventures/Sol Distro and am now a San Francisco resident. I would like to send a letter of support, in regards to Releaf Herbal Cooperative.

I am in full support of their new Cannabis Dispensary that they are trying to open up in the City. This team has done wonderful things for the patients of San Francisco and I would love to see the approval to port their BCC License to their new location. Releaf Herbal is a staple in the Cannabis Community with good hearted people constantly looking at ways to give back. I support them wholeheartedly and hope to see a positive outcome for them.

I appreciate your time.

Thank you,

Kala` Salazar
Left Coast Ventures
M - 916.880.0857
E - kala@leftcoastventures.us

Major, Erica (BOS)

From: Matthew Hoeger <matt@happysticks.com>
Sent: Sunday, December 08, 2019 10:08 AM
To: Major, Erica (BOS)
Cc: Board of Supervisors, (BOS); heidi@releafherbal.com
Subject: ReLeaf Letter of Support - File 190973
Attachments: ReLeaf letter of support.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello,

Please find attached my letter of support for the approval of a new location for ReLeaf Herbal Collective for File Case 190973.

Thank you,
Matthew Hoeger

--
Matthew Hoeger
Sales Manager
619-806-0400
Happysticks.com



To whom it may concern,

I am writing on behalf of ReLeaf Herbal Collective and their approval of a new cannabis dispensary location. I have work closely with the ReLeaf staff, management and ownership for several years and have always experienced a high level of professionalism and reliability in all my dealings with them. As consolidation begins to occur amongst the various dispensaries throughout the industry, it is important that long term members of the community such as ReLeaf continue to survive and operate, maintaining diversity in an industry that has always prided itself on diversity and inclusion. ReLeaf has always catered to a lower income, needs based clientele, some whom otherwise may be intimidated or out priced by the larger dispensary chains. ReLeaf has also played an integral part in the Social Equity program, offering a special educational class on the third Friday of every month, geared towards educating equity applicants and brands looking to understand and navigate the complex cannabis licensing process and enter into the new recreational market. Giving back to the community has always been at the forefront of ReLeaf's mission and now that their time of need has come it is the responsibility of the community to give back to them and repay the support that they have shown so many before. I strongly urge that ReLeaf be approved for a new location in a timely fashion so they can continue to serve their community and so the wonderful staff can maintain their livelihood with as little interruption as possible.

Sincerely,

Matthew Hoeger

Matthew Hoeger
Happy Sticks

Major, Erica (BOS)

From: Craig HGD <craighgd@gmail.com>
Sent: Friday, December 06, 2019 5:44 PM
To: Major, Erica (BOS); Board of Supervisors, (BOS)
Cc: heidi@releafherbal.com; Obe Goodman
Subject: Support for Releaf Dispensary (file 190973)
Attachments: Letter of Recommendation for Releaf Cannabis Dispensary.docx

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To Whom it May Concern,

Please see attached letter

Thanks

Craig Nejedly

--

www.satorimovement.com

www.satoriwellness.org

www.talkingtreesfarms.com

www.highgradedistribution.com

Letter of Recommendation for Releaf Cannabis Dispensary (File 190973)

High Grade Distribution(HGD) is a product vendor for Releaf Dispensary in San Francisco distributing our compliant, branded cannabis products to Releaf for retail sales. HGD has worked with Releaf for nearly two years since the Adult Use Cannabis Act of Prop 64 was implemented in January of 2018.

As a licensed dispensary, HGD began contact and sales to Releaf in early 2018. Releaf has become a valued retail partner for our business. Releaf operates a very professional business and is well organized. They are a great pleasure to work with. We greatly value their partnership and ability to sell products to a customer base that values their professionalism and product selection.

HGD delivers products to Releaf on a weekly basis, and the stores staff has always made our delivery drivers feel secure and comfortable as they have done a considerable volume of business with HGD.

We greatly value Releaf as a partner for our brands as much as the thousands of retail consumers value their establishment. It is our great hope that Releaf is able to secure a new location and keep their doors open to service the community and the craft manufactures they support.

All the best,

Craig Nejedly, CEO

High Grade Distribution

High Grade Distribution : 1551 Nursery Way Mckinleyville, CA 95519 : 707-839-4399

Major, Erica (BOS)

From: L Murphy <lauren.murphy@alt36.com>
Sent: Friday, December 06, 2019 4:18 PM
To: Major, Erica (BOS); Board of Supervisors, (BOS)
Subject: Letter in Support of File 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To Whom This May Concern:

I am writing this letter in support of File 190973 - Approving a new location for permitter's medical cannabis dispensary. I have had the pleasure of meeting Heidi this past Summer. She is a tremendously strong individual with an incredible work ethic. In the short time I have known Heidi, I have witnessed her dedication to always take care of her employees and truly treat them with the utmost respect. The efforts Heidi puts towards operating her business and making sure her employees have a healthy work environment, translates into how they operate the day to day operations. All team members that work with Heidi are very professional and personable to every visitor that's checked in. Heidi is also highly respected by the local community and other licensed business owners in the cannabis industry.

She is a leader in the cannabis industry and a trailblazer pathing the way for others wanting to understand how to operate compliantly and effectively. She is very much deserving of an approval on a new location and can really help improve any community she operates within. Please vote yes, the decision will be one that allows a business and community to prosper.

Kindest Regards,

lauren murphy
president

480 442 6205

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140973

From: Jim Daniels <jimdaniels9141@gmail.com>
Sent: Tuesday, December 10, 2019 3:57 PM
To: Major, Erica (BOS)
Subject: "RELEAF" Cannabis dispensary application.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Ms Major,

First, I apologize for the misspelling in my previous email in regards to the dispensary application.

Second, the application I am supporting is for "RELEAF." Please accept my apology for the ambiguity in my first email.

I am sending this to underscore my support despite my inability to attend yesterday's rally.

Thank you

19993

From: cameo582@gmail.com
Sent: Tuesday, December:10, 2019 5:37 PM
To: Major, Erica (BOS)
Cc: Bord.of.Supervisors@sfgov.org
Subject: from Ronald jones

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

This dispensary(Relief) is invaluable in managing my pain an depression. Please approve a new local for it.
Thank you,
Ronald jones
Cameo582@gmail.com

Sent from Mail for Windows 10

190993

From: Jim Daniels <jimdaniels9141@gmail.com>
Sent: Tuesday, December 10, 2019 3:21 PM
To: Major, Erica (BOS)
Subject: Proposed cannabis dispensary

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Ms Major,

As a navy veteran in my 70s, and an individual who has experienced the benefits of cannabis, and continues so, I feel strongly about this. Please support their application. Thank you!

Major, Erica (BOS)

From: Luke Frances <lfrances@herbl.com>
Sent: Monday, December 09, 2019 12:26 PM
To: Major, Erica (BOS); Board of Supervisors, (BOS)
Cc: heidi@releafherbal.com
Subject: File #190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good Morning,

I am writing today to file a letter of support for approval of moving the cannabis license for Releaf Herbal Cooperative within the city of San Francisco.

Releaf has been an excellent retail partner to HERBL Distribution over the course of the past year. They are an compliant cannabis business that has been in good standing with the city for many years, they always maintain payments, and are a model participant in the cannabis industry.

I believe it would be in service to the city of San Francisco to allow them to move there license and continue to transact as they are an outstanding actor in the industry.

Best Regards,

Luke Frances
Account Manager
Office: 805-420-1000
Cell: 707-326-6971
[Shop HERBL on Leaf Link](#)



Major, Erica (BOS)

From: Burch, Percy (BOS)
Sent: Tuesday, December 10, 2019 8:53 AM
To: Major, Erica (BOS); Quan, Daisy (BOS)
Cc: Evans, Abe (BOS)
Subject: Re: Co-sponsorship for 191106

Confirmed.

Please add Supervisor Walton as a cosponsor.



Thank you Erica.

Get [Outlook for iOS](#)

From: Major, Erica (BOS) <erica.major@sfgov.org>
Sent: Tuesday, December 10, 2019 8:24:18 AM
To: Quan, Daisy (BOS) <daisy.quan@sfgov.org>
Cc: Burch, Percy (BOS) <percy.burch@sfgov.org>; Evans, Abe (BOS) <abe.evans@sfgov.org>
Subject: RE: Co-sponsorship for 191106

Yes, once Percy confirms I can add Supervisor Walton.

ERICA MAJOR
Assistant Clerk
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244 San Francisco, CA 94102
Phone: (415) 554-4441 | Fax: (415) 554-5163
Erica.Major@sfgov.org | www.sfbos.org

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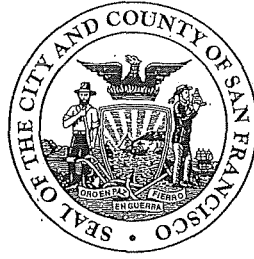
From: Quan, Daisy (BOS)
Sent: Monday, December 09, 2019 12:16 PM
To: Major, Erica (BOS) <erica.major@sfgov.org>
Cc: Burch, Percy (BOS) <percy.burch@sfgov.org>; Evans, Abe (BOS) <abe.evans@sfgov.org>
Subject: Co-sponsorship for 191106

Hi Erica,

Can you add Supervisor Walton as co-sponsor to 191106 [Administrative Code - Annual Report on Job Growth and Housing Production]? D10, can you please confirm?

Daisy Quan
Legislative Aide
Supervisor Gordon Mar
415.554.7462

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

LAND USE AND TRANSPORTATION COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Aaron Peskin, Chair, Land Use and Transportation Committee

FROM: Erica Major, Assistant Clerk, Land Use and Transportation Committee

DATE: December 10, 2019

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, December 10, 2019

The following file should be presented as a COMMITTEE REPORT at the Board meeting, Tuesday, December 10, 2019. This item was acted upon at the Committee Meeting on Monday, December 9, 2019, at 1:30 p.m., by the votes indicated.

Item No. 44 File No. 191016

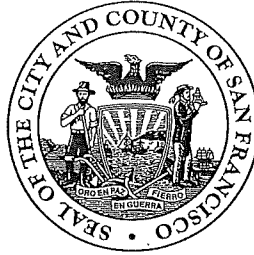
Ordinance amending the Planning Code to require at least half of residential units in Educator Housing projects to have two or more bedrooms, to eliminate the requirement that Educator Housing projects have a minimum amount of three-bedroom units, conditioned on the passage of Proposition E in the November 5, 2019, Municipal Consolidated Election; affirming the Planning Department's determination under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and adopting findings of public convenience, necessity, and welfare under Planning Code, Section 302.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Aaron Peskin - Aye
Supervisor Ahsha Safai - Aye
Supervisor Matt Haney - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy
Jon Givner, Deputy City Attorney

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

LAND USE AND TRANSPORTATION COMMITTEE SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Aaron Peskin, Chair, Land Use and Transportation Committee

FROM: Erica Major, Assistant Clerk, Land Use and Transportation Committee

DATE: December 10, 2019

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, December 10, 2019

The following file should be presented as a COMMITTEE REPORT at the Board meeting, Tuesday, December 10, 2019. This item was acted upon at the Committee Meeting on Monday, December 9, 2019, at 1:30 p.m., by the votes indicated.

Item No. 44 File No. 191016

Ordinance amending the Planning Code to require at least half of residential units in Educator Housing projects to have two or more bedrooms, to eliminate the requirement that Educator Housing projects have a minimum amount of three-bedroom units, conditioned on the passage of Proposition E in the November 5, 2019, Municipal Consolidated Election; affirming the Planning Department's determination under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and adopting findings of public convenience, necessity, and welfare under Planning Code, Section 302.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Aaron Peskin - Aye
Supervisor Ahsha Safai - Aye
Supervisor Matt Haney - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy
Jon Givner, Deputy City Attorney

Major, Erica (BOS)

From: Mark Jeffrey <jeffreyvisualarts@gmail.com>
Sent: Monday, December 09, 2019 2:14 PM
To: Major, Erica (BOS)
Subject: Support for File 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Erica, I am an Army Veteran, and am voicing my support for Releaf Cannabis dispensary. This establishment has been beneficial to our community, and please approve a new location for them. I am a member of Releaf Rangers, supported by Releaf dispensary. Releaf has been nothing but helpful for me. It became a way for me to connect with Veterans, and they help me in my recovery, which is from Major Depression and Anxiety. Releaf supports our Veteran groups, where we gather, connect, and help each other. Releaf is not just in it for profit only, they care about us Veterans. Also, they're not overpriced, like some dispensaries in town. Please help them continue their good work in San Francisco.- Mark Jeffrey, US Army.

Major, Erica (BOS)

From: Marc Eymard <marceymard@yahoo.com>
Sent: Monday, December 09, 2019 1:04 PM
To: Major, Erica (BOS)
Subject: 190973

This message is from outside the City email system. Do not open links or attachments from untrusted sources.



To: erica.major@sfgov.org

Monday Dec 9 2019 Members Land Use Tr

Re 190973 Approving a new location for ReLeaf

Dear Members I am a veteran living with 108 vet
Academy

I and many of my fellow veterans have for years
has been a principal service and objective of this
has given back so much to our community.

The pain relief which ReLeaf Herbal Cooperative
has helped me get back to a more normal life w

Thank you for your proposed recommendation o
for tommrows Board Meeting.

Maria Fumard

Sent from Yahoo Mail for iPad

Major, Erica (BOS)

From: Evans, Abe (BOS)
Sent: Monday, December 09, 2019 12:41 PM
To: Quan, Daisy (BOS); Major, Erica (BOS)
Cc: Burch, Percy (BOS)
Subject: RE: Co-sponsorship for 191106

Confirmed!

Abe Evans, District Aide

Office of District 10 **Supervisor Shamann Walton**
1 Dr. Carlton B. Goodlett Pl, San Francisco | Room 282

Direct: 415.554.7673 | **Office:** 415.554.7670

Pronouns: he, him, his

Sign up for Supervisor Walton's [monthly newsletter!](#)

Follow Supervisor Walton on [Facebook](#).

From: Quan, Daisy (BOS) <daisy.quan@sfgov.org>
Sent: Monday, December 09, 2019 12:16 PM
To: Major, Erica (BOS) <erica.major@sfgov.org>
Cc: Burch, Percy (BOS) <percy.burch@sfgov.org>; Evans, Abe (BOS) <abe.evans@sfgov.org>
Subject: Co-sponsorship for 191106

Hi Erica,

Can you add Supervisor Walton as co-sponsor to 191106 [Administrative Code - Annual Report on Job Growth and Housing Production]? D10, can you please confirm?

Daisy Quan
Legislative Aide
Supervisor Gordon Mar
415.554.7462

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Marisa Rodriguez, Director, Office of Cannabis
John Rahaim, Director, Planning Department
Tom Hui, Director, Department of Building Inspection
Nichole Bohn, Director, Mayor's Office on Disability
Jeanine Nicholson, Chief, Fire Department
Dr. Grant Colfax, Director, Department of Public Health

FROM: John Carroll, Assistant Clerk,
Public Safety and Neighborhood Services Committee,
Board of Supervisors

DATE: September 18, 2019

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Public Safety and Neighborhood Services Committee has received the following proposed legislation, introduced by Supervisor Haney on September 24, 2019:

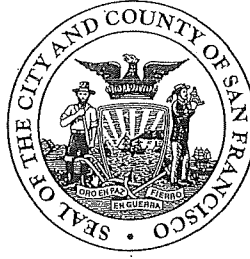
File No. 190973

Ordinance amending the Health Code to authorize the Director of the Department of Public Health to allow an existing Medical Cannabis Dispensary permittee to operate under that permit at a new location, provided the permittee has been verified by the Office of Cannabis as an Equity Applicant under the Police Code, the permittee has been evicted from the location associated with the permit or been notified by the landlord that the lease would be terminated or not renewed, the new location has an existing authorization for Medical Cannabis Dispensary Use, the permittee has complied with all requirements of Article 33 of the Health Code (the Medical Cannabis Act) with respect to the new location, and the permittee satisfies the provisions of Article 33 regarding authorization by the Office of Cannabis to sell Adult Use Cannabis; and affirming the Planning Department's determination under the California Environmental Quality Act.

If you have any comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Ray Law, Office of Cannabis
Scott Sanchez, Planning Department
Corey Teague, Planning Department
AnMarie Rodgers, Planning Department
Dan Sider, Planning Department
Aaron Starr, Planning Department
William Strawn, Department of Building Inspection
Patty Lee, Department of Building Inspection
Theresa Ludwig, Fire Department
Greg Wagner, Department of Public Health
Dr. Naveena Bobba, Department of Public Health
Sneha Patil, Department of Public Health

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

October 4, 2019

File No. 190973

Lisa Gibson
Environmental Review Officer
Planning Department
1650 Mission Street, 4th Floor
San Francisco, CA 94103

Dear Ms. Gibson:

On September 24, 2019, Supervisor Haney introduced the following legislation:

File No. 190973

Ordinance amending the Health Code to authorize the Director of the Department of Public Health to allow an existing Medical Cannabis Dispensary permittee to operate under that permit at a new location, provided the permittee has been verified by the Office of Cannabis as an Equity Applicant under the Police Code, the permittee has been evicted from the location associated with the permit or been notified by the landlord that the lease would be terminated or not renewed, the new location has an existing authorization for Medical Cannabis Dispensary Use, the permittee has complied with all requirements of Article 33 of the Health Code (the Medical Cannabis Act) with respect to the new location, and the permittee satisfies the provisions of Article 33 regarding authorization by the Office of Cannabis to sell Adult Use Cannabis; and affirming the Planning Department's determination under the California Environmental Quality Act.

This legislation is being transmitted to you for environmental review.

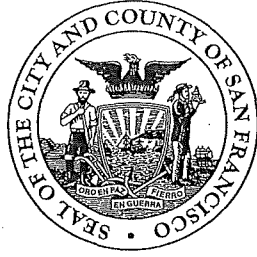
Angela Calvillo, Clerk of the Board

By: John Carroll, Assistant Clerk
Public Safety and Neighborhood Services Committee

Attachment

c: Devyani Jain, Deputy Environmental Review Officer
Joy Navarrete, Environmental Planner
Laura Lynch, Environmental Planner

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
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TDD/TTY No. 554-5227

MEMORANDUM

TO: Regina Dick-Endrizzi, Director
Small Business Commission, City Hall, Room 448

FROM: John Carroll, Assistant Clerk, Public Safety and Neighborhood Services
Committee, Board of Supervisors

DATE: October 4, 2019

SUBJECT: REFERRAL FROM BOARD OF SUPERVISORS
Public Safety and Neighborhood Services Committee

The Board of Supervisors' Public Safety and Neighborhood Services Committee has received the following legislation, which is being referred to the Small Business Commission for comment and recommendation. The Commission may provide any response it deems appropriate within 12 days from the date of this referral.

File No. 190973

Ordinance amending the Health Code to authorize the Director of the Department of Public Health to allow an existing Medical Cannabis Dispensary permittee to operate under that permit at a new location, provided the permittee has been verified by the Office of Cannabis as an Equity Applicant under the Police Code, the permittee has been evicted from the location associated with the permit or been notified by the landlord that the lease would be terminated or not renewed, the new location has an existing authorization for Medical Cannabis Dispensary Use, the permittee has complied with all requirements of Article 33 of the Health Code (the Medical Cannabis Act) with respect to the new location, and the permittee satisfies the provisions of Article 33 regarding authorization by the Office of Cannabis to sell Adult Use Cannabis; and affirming the Planning Department's determination under the California Environmental Quality Act.

Please return this cover sheet with the Commission's response to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, California 94102.

RESPONSE FROM SMALL BUSINESS COMMISSION - Date: _____

No Comment
 Recommendation Attached

Chairperson, Small Business Commission

Member, Board of Supervisors
District 3



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SAN FRANCISCO
City and County of San Francisco

2019 DEC -5 AM 9:29

BY 

Cor
Leg. Dep.
Committee clac

AARON PESKIN
佩斯金 市參事

DATE: December 2, 2019
TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Supervisor Aaron Peskin, Chair, Land Use and Transportation Committee
RE: Land Use and Transportation Committee
COMMITTEE REPORTS

Pursuant to Board Rule 4.20, as Chair of the Land Use and Transportation Committee, I have deemed the following matters are of an urgent nature and request they be considered by the full Board on Tuesday, December 10, 2019, as Committee Reports:

191085 Interim Zoning Controls - Conditional Use Authorization for Conversion of Unpermitted Residential Care Facilities

Resolution modifying interim zoning controls established in Resolution No. 430-19, which require a Conditional Use authorization for Residential Care Facilities, to clarify that those interim zoning controls apply to certain Residential Care Facilities, including facilities lacking required permits; affirming the Planning Department's determination under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

191016 Planning Code - 100% Affordable Housing and Educator Housing Streamlining Program

Ordinance amending the Planning Code to require at least half of residential units in Educator Housing projects to have two or more bedrooms, to eliminate the requirement that Educator Housing projects have a minimum amount of three-bedroom units, conditioned on the passage of Proposition E in the November 5, 2019, Municipal Consolidated Election; affirming the Planning Department's determination under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and adopting findings of public convenience, necessity, and welfare under Planning Code, Section 302.

191106 Administrative Code - Annual Report on Job Growth and Housing Production

Ordinance amending the Administrative Code to require an annual report analyzing the fit between housing needs associated with job growth by wages in San Francisco and housing production by affordability in the City.

COMMITTEE REPORT MEMORANDUM

Land Use and Transportation Committee

191107 Business and Tax Regulations Code - Extending Temporary Suspension of Business Registration and Fee for Transportation Network Company Drivers and Taxi Drivers

Ordinance amending the Business and Tax Regulations Code to extend through FY2020-2021 the temporary suspension of the application of the business registration and fee requirements to transportation network company drivers and taxi drivers.

191017 Housing Code - Heat Requirements in Residential Rental Units

Ordinance amending the Housing Code to revise the requirements for heating in residential rental units; and affirming the Planning Department's determination under the California Environmental Quality Act.

190973 Health Code - Approving a New Location for a Permittee's Medical Cannabis Dispensary Permit

Ordinance amending the Health Code to authorize the Director of the Department of Public Health to allow an existing Medical Cannabis Dispensary permittee to operate under that permit at a new location, provided the permittee has been verified by the Office of Cannabis as an Equity Applicant under the Police Code, the permittee has been evicted from the location associated with the permit or been notified by the landlord that the lease would be terminated or not renewed, the new location has an existing authorization for Medical Cannabis Dispensary Use, the permittee has complied with all requirements of Article 33 of the Health Code (the Medical Cannabis Act) with respect to the new location, and the permittee satisfies the provisions of Article 33 regarding authorization by the Office of Cannabis to sell Adult Use Cannabis; and affirming the Planning Department's determination under the California Environmental Quality Act.

These matters will be heard in the Land Use and Transportation Committee at a Regular Meeting on Monday, December 9, 2019, at 1:30 p.m.

President, District 7
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 2444
San Francisco, CA 94102-4689
Tel. No. 554-6516
Fax No. 554-7674
TDD/TTY No. 544-6546

305-11
COB, Aides,
PSNS Clerk, LV Clerk,
BOB-IT, Mayor's Office,
Dep. City Attorney

Norman Yee

PRESIDENTIAL ACTION

Date: 12/04/2019

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____
(Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. 190973 Haney
(Primary Sponsor)

Title. Health Code - Approving a New Location for a Permittee's Medical
Cannabis Dispensary Permit

From: Public Safety & Neighborhood Services Committee

To: Land Use & Transportation Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: _____ Replacing Supervisor: _____

For: _____ Meeting
(Date) (Committee)

Duration: Partial

Full Meeting

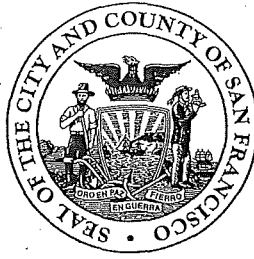
Start Time _____ End Time _____

Until original Committee Member returns

Norman Yee, President
Board of Supervisors

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2019 DEC -4 PM 4:05

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MEMORANDUM

LAND USE AND TRANSPORTATION COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Aaron Peskin, Chair, Land Use and Transportation Committee

FROM: Erica Major, Assistant Clerk, Land Use and Transportation Committee

DATE: December 10, 2019

SUBJECT: **NO COMMITTEE REPORT, BOARD MEETING**
Tuesday, December 10, 2019

The following file was not forwarded as a **COMMITTEE REPORT**. This item was acted upon at the Committee Meeting on Monday, December 9, 2019, at 1:30 p.m., by the votes indicated.

Item No. 43 **File No. 190973**

Ordinance amending the Health Code to authorize the Director of the Department of Public Health to allow an existing Medical Cannabis Dispensary permittee to operate under that permit at a new location, provided the permittee has been verified by the Office of Cannabis as an Equity Applicant under the Police Code, the permittee has been evicted from the location associated with the permit or been notified by the landlord that the lease would be terminated or not renewed, the new location has an existing authorization for Medical Cannabis Dispensary Use, the permittee has complied with all requirements of Article 33 of the Health Code (the Medical Cannabis Act) with respect to the new location, and the permittee satisfies the provisions of Article 33 regarding authorization by the Office of Cannabis to sell Adult Use Cannabis; and affirming the Planning Department's determination under the California Environmental Quality Act.

CONTINUED TO THE CALL OF THE CHAIR

Vote: Supervisor Aaron Peskin - Aye
Supervisor Ahsha Safai - Aye
Supervisor Matt Haney - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy
Jon Givner, Deputy City Attorney

Introduction Form

By a Member of the Board of Supervisors or Mayor

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SAN FRANCISCO

2019 SEP 24 PM 1:25
Time stamp
or meeting date

BY JA

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor inquiries"
- 5. City Attorney Request.
- 6. Call File No. from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the BOS on

ease check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Haney,

Subject:

Approving a New Location for a Permittee's Medical Cannabis Dispensary Permit

The text is listed:

Ordinance amending the Health Code to authorize the Director of the Department of Public Health to allow an existing Medical Cannabis Dispensary permittee to operate under that permit at a new location, provided the permittee has been verified by the Office of Cannabis as an Equity Applicant under the Police Code, the permittee has been evicted from the location associated with the permit or been notified by the landlord that the lease would be terminated or not renewed, the new location has an existing authorization for Medical Cannabis Dispensary Use, the permittee has complied with all requirements of Article 33 of the Health Code (the Medical Cannabis Act) with respect to the new location, and the permittee satisfies the provisions of Article 33 regarding authorization by the Office of Cannabis to sell Adult Use Cannabis; and affirming the Planning Department's determination under the California Environmental Quality Act.

Signature of Sponsoring Supervisor:

