



September 13, 2024

***VIA EMAIL ONLY***

To: Lake County Board of Supervisors  
Attn: Clerk of the Board of Supervisors  
255 North Forbes Street  
Lakeport, CA 95453

**RE: Request to Grant Appeal of County of Lake's Improper and Unlawful Revocation of UP 19-15; Response to Misrepresentations in Inaccurate Memorandum by Mireya G. Turner, Community Development Director**

Dear Members of the Board of Supervisors:

Appellants Legendary Farms LLC ("Legendary"), United Investment Ventures LLC ("United"), Melissa Smith, an individual ("M. Smith"), and Justin Smith, an individual ("J. Smith") ("Appellants") object to further use permit revocation proceedings in the matter of Appeal (AB 23-03) regarding the unlawful and *ultra vires* decision of the Lake County Planning Commission to revoke Major Use Permit (UP 19-15) and deem certain individuals as "Responsible Persons" for alleged "High Severity Violations" ("HSV") purported to have occurred at the real property located at 2290 Soda Bay Road, Lakeport, California 95453 ("Subject Property"). This first-ever attempt by the County of Lake ("County") to prosecute its novel High Severity Violation ordinance has been, and continues to be, an abysmal failure and cannot be salvaged.

At the August 27, 2024 Board of Supervisors ("BOS") hearing in this High Severity Use Permit Revocation matter, CDD Director Mireya Turner ("Turner") and County Counsel Nicole Johnson ("Johnson") finally admitted that the County could not proceed with the High Severity Violations alleged because of fatal errors that Turner made in initiating this process. Yet, despite the fundamental taint that Turner's error's have infected this matter with, Johnson, without any citation to any controlling legal authority whatsoever, made the baseless claim that the County could still pursue revocation of UP 19-15 even though the County could not proceed on the High Severity Violations upon which the revocation would be based. This is nonsense!

It is evident that this matter has been irreparably tainted by the bungling and ineptitude of Turner and of Johnson and the County is left with no choice but to abandon the futile and lawless proceedings, and should do so immediately in order to stop causing quantifiable harm to Appellants, for which the County, and perhaps both Johnson and Turner, individually, are accountable. The long list of legal issues has been recounted to the County through multiple correspondence. My letter to you, dated August 27, 2024, is attached Exhibit A, and is incorporated herein for your additional review.

Succinctly stated, at the August 27, 2024 BOS Hearing (the “8/27 Hearing”), the BOS recognized that the process established by Lake County Ordinance 3112 and codified in Chapter 13 of the Lake County Code (“LCC”) for adjudicating alleged HSVs *has not been followed* in this matter. At the 8/27 Hearing, even the CDD conceded procedural missteps and acknowledged that many of the parties who were initially designated as “Responsible Persons” for the alleged HSVs failed to receive proper notice. The Board of Supervisors partially granted Appeal (AB 23-03) by dismissing Melissa Smith and Justin Smith as “Responsible Persons” for alleged HSVs, but it did not otherwise resolve any of the legal issues in this case which prevent this matter from proceeding.

Unfortunately, this matter remains shrouded in uncertainty because the County has not provided the requisite notice of any further BOS hearing in this matter, which notice for any hearing sought to occur in this matter for September 17, 2024, was due on Friday, September 6, 2024.

To further compound the confusion generated by Turner and Johnson in this matter, on September 10th, 2024, Johnson emailed Appellants' counsel stating that they were requesting a meeting *"regarding the Chapter 13 high severity violations and responsible party issue which is set for hearing before the Board of Supervisors on the 17<sup>th</sup> of this month."*

At the 8/27 Hearing, Johnson and Turner urged the County to grant Appellants appeal with respect to the Planning Commission's Decision concerning the responsible parties for the alleged high severity violations, which the BOS agreed to do. So, it is highly confusing as to what Turner and Johnson would need to discuss regarding the exact items the BOS agreed to dismiss and Turner and Johnson's express direction.

Appellants demand that the County abandon these error plagued, and legally misguided revocation proceedings and respectfully request that the BOS grant Appellants' appeal, in its entirety.

## **I. Additional Legal Issues Presented since the 8/27 Hearing**

### **1. No Notice of September 17, 2024 hearing to address the remainder of Appeal (AB 23-03) and the revocation of UP 19-15.**

Appellants have not received the required notice of a BOS hearing on September 17, 2024, to address the remainder of Appeal (AB 23-03) and the revocation of UP 19-15. For public hearings to revoke a permit under Chapter 21 of the LCC, the LCC requires service of a written notice at least ten (10) days prior to the date of the hearing (see e.g. LCC §§ 60.13, 57.3). For administrative appeals under Chapter 13, LCC § 13-56.2.4 states a hearing before the BOS “shall be set for a date that is not less than ten (10) days from the date of mailing of the notice of hearing.”

California Government Code Section 65090(a) requires that notice of a public hearing “shall be published...in at least one newspaper of general circulation within the jurisdiction of the local agency which is conducting the proceeding at least 10 days prior to the hearing, or if there is no such newspaper of general circulation, the notice shall be posted at least 10 days prior to the hearing in at least three public places within the jurisdiction of the local agency.” None of

this has happened. If the Board of Supervisors still intends to consider the remainder of Appeal (AB 23-03) at its September 17, 2024 hearing, then *we object to any hearing on that date due to, in addition to other objections lodged, the lack of proper notice.*

**2. If there the BOS holds a hearing on September 17, 2024 regarding Appeal (AB 23-03), what will the hearing address?**

This matter is unavoidably entangled with HSVs and the County's many failures to follow the requisite procedures for adjudicating HSVs. The County cannot now try to rewrite history and limit the BOS consideration of this matter to only the revocation of UP 19-15 under LCC Chapter 21 which is predicated on alleged violations of Chapter 13. The entire record in this matter, including the Staff Report, numerous correspondence, public comments, and oral arguments before the Planning Commission and the BOS, *all concern HSVs* and the process for adjudicating HSVs. At the 8/27 Hearing, the BOS did not revoke the Planning Commission's designation of non-appellant Mr. Robert Luis Tirado as a "Responsible Person" for the alleged HSVs underlying this matter, nor did the BOS address the fact that the initial Notice of Violation and Notice of Nuisance and Order to Abate underlying this matter reference alleged HSVs cite to the LCC sections concerning HSVs, or that the Appellants' appeal to the BOS addressed HSVs. Yet, Turner and Johnson have advanced a new legal theory and now claim that a continued BOS hearing in this matter could somehow proceed under the guise of a limited permit revocation under LCC Chapter 21. This, however, is preposterous. It would completely ignore the reality that Ms. Turner and the County have vehemently advanced an (improper) HSV action against Appellants.

If the hearing will concern HSVs under LCC Chapter 13, then, as was recognized at the 8/27 Hearing, Appellants must have the opportunity to testify, cross-examine witnesses, and present witnesses and evidence (*See LCC §13.56.2.8*). If the County is no longer pursuing a HSV action, then *Appeal (AB 23-03) must be granted in its entirety and this matter must be dismissed.*

**3. How can the BOS consider a revoking a permit held by Legendary Farms, LLC, when it has acknowledged that insufficient notice requires granting an appeal?**

If a nuisance is alleged against the holder of a permit, the LCC requires service of a Notice of Nuisance and Order to Abate *on the owner of the permit and on every responsible party* (*See LCC § 13.6.2*). The Notice of Nuisance and Order to Abate in this matter (a copy of which is attached as Exhibit B) was issued *only to United Investment Ventures, Inc., and not to Legendary Farms, LLC*, the owner of UP 19-15. Legendary Farms, LLC was never served with a Notice of Nuisance and Order to Abate. This alone *requires granting of Appeal (AB 23-03) in its entirety*, especially in light of the CDD's acknowledgment that the failure to provide requisite notifications justifies granting appeals relating to permit revocations and responsible person designations.

## **II. Conclusion**

Appellant therefore respectfully request that the BOS grant the appeal in this matter. Absent such a decision, if the BOS affirms the Planning Commission's *ultra vires* decision to revoke UP 19-15, Appellants will be left with no reasonable alternative but to seek relief from the Courts, inclusive of a writ of mandamus overturning a decision by the BOS based on improper facts and/or law. Any petition for judicial relief will include a request for an award attorney's fees pursuant to California Government Code §800.

This letter is not intended to be a complete statement of the facts or law relevant to this matter. Additionally, nothing contained herein shall constitute an admission of any kind whatsoever, nor shall it constitute a waiver of any rights or remedies at law, in equity, or otherwise, all of which are hereby expressly reserved.

Sincerely,  
Rogoway Law Group, a Professional Corporation



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Joe Rogoway, Esq.

Attorneys for Appellants:  
Legendary Farms LLC, United Investment Ventures LLC,  
Mrs. Melissa Smith, and Mr. Justin Smith



# **EXHIBIT A**



August 27, 2024

***VIA EMAIL ONLY***

To: Lake County Board of Supervisors  
Attn: Clerk of the Board of Supervisors  
255 North Forbes Street  
Lakeport, CA 95453

**RE: Request to Grant Appeal of County of Lake’s Improper and Unlawful Revocation of UP 19-15; Response to Misrepresentations in Inaccurate Memorandum by Mireya G. Turner, Community Development Director**

Dear Members of the Board of Supervisors:

Appellants Legendary Farms LLC (“Legendary”), United Investment Ventures LLC (“United”), the owner of the real property located at 2290 Soda Bay Road, Lakeport, California 95453 (“Subject Property”), Melissa Smith, an individual (“M. Smith”), and Justin Smith, an individual (“J. Smith”; together with Legendary, United and M. Smith, the “Appellants”) vehemently object to and oppose the decision of the Lake County Planning Commission to revoke Major Use Permit (UP 19-15) and deem certain individuals as “Responsible Persons” for alleged “High Severity Violations” (“HSV”) at the Subject Property. Appellants also object to misrepresentations and deceptions contained in the Memorandum by Mireya G. Turner (“Ms. Turner”), Director of the Community Development Director (“CDD”), dated August 27, 2024 (“Memorandum”). Appellants contend that this deceptive Memorandum represents another attempt by Ms. Turner, as well as other persons, departments, and agencies associated therewith, (collectively, the “County”), to manipulate the record in pursuit of a grossly mismanaged and wholly improper action for alleged HSVs, based on incorrect facts and improper legal processes.

Appellants now ask the BOS to grant their Appeal of the Lake County Planning Commission decision to revoke Major Use Permit (UP 19-15). If granted, the BOS should direct County staff to evaluate whether the process can be restarted in light of Lake County Ordinance 3112 (hereinafter “Ord. 3112”).<sup>1</sup> In the alternative, Appellants ask for alternate adjudication of the matter per Lake County Code Chapter 21 Section 60.

### **I. Factual Background**

United owns the Subject Property and leases different areas of the Subject Property to different tenants. On September 14, 2022, the County issued United a Notice of Violation and Notice of Nuisance and Order to Abate (“CMP22-00215”) alleging that there was an unpermitted cannabis cultivation area on portion of the Subject Property outside of the premise leased to Legendary and subject to UP 19-15. CMP22-00215 was issued only to United and not to

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<sup>1</sup> A copy of Ord. 3112 is attached hereto as **Exhibit A**

Legendary or any other party. At no time after CMP22-00215 was issued did Ms. Turner conduct an Initial Review pursuant to LCC § 13-56.2.2.

Within 24 hours of CMP22-00215 being issued to United, United corrected the alleged violations by ensuring that all purported unpermitted cannabis plants were eradicated and removed to Quackenbush Mountain Resources for destruction. After the alleged violations underlying CMP22-000215 were corrected, on October 21, 2022, Counsel for United emailed a notarized declaration, executed under penalty of perjury by Mr. Robert Luis Tirado (the “Tirado Declaration”), to Carlos Torrez, Deputy County Counsel (“Mr. Torrez”).<sup>2</sup> In the Tirado Declaration, Mr. Tirado declared that Appellants were not involved with, and did not have knowledge of, the cannabis cultivation and processing underlying CMP22-00215. In his declaration, Mr. Tirado also included his phone number with the express instruction for the County to contact him if the County had any questions.

Following receipt of the Tirado Declaration by the County, the County took no further action concerning CMP22-000215 for months. No penalty was imposed on United or Legendary, and the County did not issue any new Notice of Violation or Notice of Nuisance and Order of Abatement to either Legendary or Mr. Tirado. Then, one year after the issuance of CMP22-00215, Ms. Turner notified United that she was seeking the revocation of Legendary’s UP 19-15 based on purported “High Severity Violations.”

On September 28, 2023, Ms. Turner brought this matter before the Planning Commission and she requested that the Planning Commission make the findings required to revoke UP 19-15 and deem Appellants, and others, as “Responsible Parties”, thereby rendering Appellants permanently ineligible for cannabis operating permits in the County.<sup>3</sup>

Ms. Turner’s presentation to the Planning Commission, contained many factual and legal misstatements, including that Ms. Turner repeatedly *conflated Appellant United and Appellant Legendary*, so as to depict them as one in the same, without producing any of the kinds of evidence that a court of competent jurisdiction would require in order to sustain a finding of *alter ego*. By conflating Legendary, the permit holder, with United, the owner of the Subject Property, Ms. Turner sought to have Legendary found to be responsible for conduct that legally, it had no ability to prevent or control as to the conduct of a different tenant, subject to a different lease, on a different portion of the Subject Property.

During the course of her presentation to the Planning Commission, Ms. Turner repeated, emphatically, that she, and other personnel from CDD, as well as personnel from other County departments, repeatedly attempted to contact Mr. Tirado but could not reach him. These statements by Ms. Turner were demonstrably false, and Ms. Turner knew these statements were false when she made them because she lied about making calls that she, herself, knew she never made.

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<sup>2</sup> A true and correct copy of the Tirado Declaration is attached as **Exhibit B**

<sup>3</sup> A true and correct copy of Appellants’ Public Comment re: the September 28, 2023, Planning Commission Hearing is attached as **Exhibit C**

The Planning Commission adopted each of the findings requested by Ms. Turner and found that a HSV had occurred and that all parties alleged by Ms. Turner to be responsible for the HSV, including Appellants, were “Responsible Parties” pursuant to the terms of Lake County Code (“LCC”) Ch. 13. Mr. Tirado, who is not a party to this action, and who had not received any notice of the public hearing before the Planning Commission, or notice the County was seeking to make him permanently ineligible for cannabis operations permit, was, *sua sponte*, deemed by the Planning Commission to be a “Responsible Party” for the HSV.

On October 3, 2023, Appellants filed a timely appeal of the Planning Commission’s decision.<sup>4</sup> Subsequently, the County, through Ms. Turner, Deputy County Counsel Torrez, and Deputy County Counsel Nicole Johnson, Esq., engaged in settlement discussions with Counsel for Appellants. During these discussions, Deputy County Counsel Torrez, in a nearly shouting, raised voice, emphatically argued that the County had, in fact, called the number provided by Mr. Tirado multiple times and was unsuccessful in reaching him. At the conclusion of the settlement discussion, Ms. Turner stated that she would further consider and was likely to support, a possible proposed resolution which would not include a High Severity Violation. Ms. Turner later responded to Appellant’s counsel and advised that there would be no settlement and that the BOS hearing would be moved to July 23, 2024.

Subsequent to the Planning Commission hearing, the County admitted, in their response to Appellants’ Public Records Act Request (hereinafter referred to as “PRAR”) that the County had no records of any attempts, by anyone associated with the County, to contact Mr. Tirado prior to the Planning Commission hearing to revoke UP 19-15. Specifically, in response to Appellants’ PRAR, the County admitted that, after an exhaustive and diligent search, including on the personal devices of County employees, *the County could find no record of any County employees ever having attempted to contact Mr. Tirado.*<sup>5</sup>

On July 8<sup>th</sup>, 2024, Appellants first received an undated “Notice of Public Hearing” from the County, delivered to Appellants’ counsel, by U.S. Mail, purportedly notifying Appellants that a hearing before the County’s BOS, appealing the decision by the Planning Commission, had been advanced and would occur on Tuesday July 16, 2024, at 1:30 p.m. In contravention of State and County law, this “Notice of Public Hearing” was received less than 10 days before the hearing date, it did not state that the hearing would occur at a regularly scheduled meeting of the Board of Supervisors, and it did not state that a public notice would be published in a newspaper of general circulation.

Appellants vehemently objected to the BOS hearing and demanded a continuance. Appellants asserted the Planning Commission hearing was an arbitrary, capricious and wholly improper action, including because it was improperly conducted under LCC Chapter 21, rather than under the requisite procedures for HSVs as set forth in LCC §§ 13-56.2 and 13-56.3.<sup>6</sup> Following receipt of correspondence from Appellants and other interested parties, County Counsel agreed to continue the BOS hearing until October 2024, subject to approval by the BOS.

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<sup>4</sup> A true and correct copy of Appellants’ appeal of the Planning Commission’s decision is attached as **Exhibit D**

<sup>5</sup> True and correct copies of emails from the County in response to the PRARs are attached **Exhibit E**

<sup>6</sup> A true and correct copy of Appellants’ July 11, 2024 letter objecting to proceedings in this matter as ultra vires, among other issues, is attached as **Exhibit F**

Then, at the July 16, 2024 BOS hearing, the BOS scheduled the matter to be heard on August 27, 2024 and directed County attorneys to meet with counsel for the Appellants regarding the County's improper prosecution of the matter under LCC Chapter 21. Following the July 16, 2024 BOS hearing, Appellants made multiple attempts to engage with Ms. Turner and the County, but they received *no responses*.

## **II. Discussion**

### **a. By definition, Appellants could not have committed High Severity Violations.**

LCC Chapter 13, § 47(k), enacted through Ord. 3112 (which is the ordinance creating HSVs) defines HSVs as a “violation of considerable environmental impact at the time it first occurs ***and which impact will be greatly exacerbated by its continuing to occur***” (emphasis added.) Here, Ms. Turner sought revocation of Legendary's UP 19-15 on the basis that cannabis plants and processing facilities, found outside of Legendary's lease premise on a different portion of the Subject Property, constituted a High-Severity Violation attributable to Legendary and the other Responsible Persons. This, however, ignores the fact that Lake County's definition of High-Severity Violation requires that, at the time of the violation, the environmental impact will be exacerbated by its continuing to occur. But, United immediately and fully abated the issue by expediently disposing of the cannabis plants and waste, and securing a demolition permit to remove the existing structures on United's property immediately following issuance of CMP22-000215. As a result, a HSV could not have occurred because no “considerable environmental impact” would continue to occur.

### **b. The Planning Commission was without authority to conduct a hearing over an alleged High Severity Violation, making the Planning Commission hearing here *Ultra Vires*; The resulting decision will be void and must be set-aside, Mandamus lies.**

LCC §§ 13-56.2 and 13-56.3, enacted through Ord. 3112 by the BOS, expressly govern the process for administrative appeals of alleged HSVs, delineating the review process which goes from an Initial Review of the alleged HSV by Mr. Turner then directly to the BOS for the appeal hearing.<sup>7</sup> LCC § Section 13-56.2 does not allow for a hearing before the Lake County Planning Commission, nor does it allow for the Planning Commission to make any determinations with respect to HSVs. Instead, the applicable LCC section states that “[a] Responsible Person(s) may request an Administrative Hearing *before the Board of Supervisors*.” (LCC § 13-56.3, emphasis added). Because of this, the Planning Commission's hearing, and the resulting decision in this matter, were both *beyond the legal authority of the Planning Commission*, and thus, *ultra vires*.

As a result of the Planning Commission's *ultra vires* acts, the Planning Commission's decision in this matter is void. And an administrative mandate will lie to nullify void acts. (*American Federation of Labor v. Unemployment Ins. Appeals Bd.* (1996) 13 Cal. 4th 1017, 1042). It is well settled that administrative agencies have only the powers conferred on them, either expressly or by implication, by Constitution or statute. (*Ferdig v. State Personnel Bd.*

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<sup>7</sup> True and correct copies of LCC §§ 13-56.2 and 13-56.3 are attached hereto as **Exhibit G**

(1969) 71 Cal.2d 96, 103). “When an administrative agency acts in excess of the powers conferred upon it, its action is void.” (*B. W. v. Board of Medical Quality Assurance* (1985) 169 Cal. App. 3d 219, 234).

When “statutory procedures [are] designed to protect individuals who are the subjects of adverse governmental action . . . a failure [by the government] to comply with applicable procedures invalidates any sanctions taken against [the individuals].” (*People v. McGee* (1977) 19 Cal. 3d 948, 955.) Here, the LCC protects valuable permit rights by establishing an individual right to contest administrative citations through administrative hearings before the BOS. (LCC § 13-56.2.) Through this procedure, individuals, namely the “Responsible Persons”, possess among other things, “the opportunity to testify, cross-examine witnesses, and present witnesses and evidence in support of his or her case.” (LCC § 56.2.8).

Thus, it is in the interests of all parties for the BOS, including to protect valuable individual rights and to preserve County resources, to set aside the Planning Commission’s determinations of any issues it decided during the *ultra vires* hearing in this matter, rather than to force, potentially multiple parties to this action, to commence administrative mandate proceedings to nullify the County’s void acts.

**c. The County’s disregard of exculpatory evidence and lies about factual matters require invalidating the Planning Commission’s revocation of UP 19-15.**

As asserted in Appellants’ July 11, 2024 letter, the County’s disregard of the exculpatory Tirado Sworn Declaration and the false testimony by Ms. Turner at the Planning Commission hearing, require invalidating the Planning Commission’s revocation of UP 19-15. (See, e.g., *B. W. v. Bd. of Medical Quality Assurance* (1985) 169 Cal. App. 3d 219, 234 [“[T]he Board exceeded its power by such use [of improper evidence], making its decision void.”]; *Aylward v. State Bd. of Chiropractic Examiners* (1948) 31 Cal. 2d 833, 839 [“Where a board’s order is not based upon a determination of fact, but upon an erroneous conclusion of law, and is without the board’s authority, the order is clearly void and hence subject to collateral attack, and there is no good reason for holding the order binding.”])

Here, the Planning Commission relied on improper evidence and abused its discretion by using certain provisions of the Tirado Sworn Statement as the basis for adverse findings against Mr. Tirado (who is not a party to this action and therefore not subject to the jurisdiction of the Planning Commission), while disregarding the fact that those same exact statements within the Tirado Sworn Statement exculpate Appellants. The County cannot direct the Planning Commission to make findings and take punitive actions based on the contents of the same sworn statement that the County entirely discounted for exculpatory purposes. If the County gave the Tirado Sworn Statement the same weight for exculpatory purposes as it did for inculpatory purposes, it would relieve Appellants of responsibility for the violations underlying this matter. This demonstrates an abuse of discretion by the Planning Commission, which acted arbitrarily and without legal authority.

Additionally, Ms. Turner’s lies to the Planning Commission about attempts to contact Mr. Tirado, which Ms. Turner knew to be false when she made those statements, void the Planning Commission decision. As noted above, in response to Appellants’ PRARs, the County went to great lengths, including “reaching out to Verizon Wireless for any relevant records, conducting a thorough examination of our IT department’s communication logs, and meticulously reviewing a code enforcement cell phone for any communications linked to the cell phone number 440-308-0085” to investigate and validate Ms. Turner’s claimed attempts to reach Mr. Tirado. (See Exhibit E). However, by the County’s own admission, it possessed no record of any County employees ever having attempted to contact Mr. Tirado.

The County’s lack of “unsubstantiated determinations”, through relying on Ms. Turner’s lies about attempting to contact Mr. Tirado, and the selective use of the Tirado Sworn Testimony, as opposed to the finding that the evidence exculpates the Appellants, represent arbitrary and capricious acts. (See e.g., *Atkinson v. Dept. of Motor Vehicles* (2024) No. F081372, 2024 WL 3084511 [“unsubstantiated determinations (such as findings based on speculation or conjecture instead of sufficient evidence) can qualify as arbitrary conduct.”])

**d. The Memorandum incorrectly obfuscates the CDD’s lies about Robert Luis Tirado.**

Ms. Turner was caught lying about exculpatory evidence, and she now attempts to minimize and reframe the issue in Memorandum, through deceptive wording and false assertions. The County never addressed the substance of the Tirado Declaration, and instead Ms. Turner and other County officials attempted to undermine and then diminish it. Now that the lies about the Tirado Declaration have come to light, Ms. Turner is attempting to misdirect and reframe the issue in improper ways.

In the Memorandum, Ms. Turner hides the exculpatory nature of the Tirado Declaration (it makes no mention of the Tirado Declaration constituting a third-party admission of liability) and she tries to diminish it by asserting Mr. Tirado possessed a non-existent burden to verify his own declaration. She also ignores the fact that neither she, nor anyone else at the County, attempted to contact Mr. Tirado to verify his Tirado Declaration. The Memorandum remains silent on the fact that Ms. Turner previously testified to having attempted to personally call him, when she did not actually do so. Instead, it asserts a bad faith position that Mr. Tirado was somehow responsible for “contact[ing] the department regarding the illegal cannabis cultivation taking place at the Legendary Farms property.” This overlooks the facts that: (1) Mr. Tirado did address the Tirado Cannabis Cultivation, by taking sole responsibility for it through his admission, under penalty of perjury, in the Tirado Declaration, and (2) Mr. Tirado had no affirmative responsibility to follow-up with the County and voluntarily discuss the matter.

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- e. **The Memorandum improperly asserts that all Appellants bore a responsibility for the conduct of Mr. Tirado, even though he was an independent third-party operating on a premises he leased from only one of the Appellants.**

As another example of Ms. Turner’s efforts to misconstrue Mr. Tirado’s role in this matter, and to conflate the responsibilities of each separate Appellant, the Memorandum asserts that the Appellants were somehow all “responsible for their property and ensuring that no activity takes place which could violate the approved conditions of their permit.” However, this position disregards the limited landlord-tenant relationship between only United and Mr. Tirado, and it conflates Appellants United and Legendary. First, Mr. Tirado leased a portion of the Subject Property from United, pursuant to a written Commercial Lease dated January 01, 2022 (the “Lease”).<sup>8</sup> This Lease allowed Mr. Tirado to use his portion of the subject property for “Agricultural food production for local farmers markets” only, and not for any other purpose. It established a limited contractual relationship between Mr. Tirado and United, and United acted as any landlord should when confronted with bad acts by a tenant – it eradicated the issue as soon as possible. Mr. Tirado was never an employee or agent of any of the Appellants, and they never possessed an ability or right to control his day-to-day activities on his leased portion of the Subject Property.

Furthermore, the relationship created through the Lease was between Mr. Tirado and *United*, not *Legendary*. *Legendary*, the holder of UP 19-15, used a separate portion of the Subject Property. *United* and *Legendary* exist and operate as separate legal entities, and it is factually and legally wrong to conflate them for purposes of imposing liability for HSVs and for the actions of an independent third party, Mr. Tirado.

- f. **The Memorandum wrongly asserts alleged new violations, that were never subject to a Notice of Violation, and that could not have been addressed due to the posture of the matter.**

By including irrelevant new claims in the Memorandum about alleged Farmland Protection Zone regulatory violations, Ms. Turner further reveals her efforts at misdirection by improperly attempting to paint Appellants as continuing bad actors. The allegations regarding Appellants lack of transition from outdoor to mixed light cultivation is nothing more than a “red herring.” No Notice of Violation was ever issued to any of the Appellants for any purported failure to comply with Farmland Protection Zone regulatory requirements, and the Memorandum represents the first time these issues are being raised in this matter.

The emphasis on these non-violations reveals Ms. Turner’s intent to tarnish Appellants reputations and to achieve her goal of punishing them with the draconian penalties asserted here. Instead of evidencing ongoing bad acts by Appellants, the alleged lack of conversion from outdoor to mixed light results from the static stasis forced upon the Appellants by the instant action. The deadlines imposed by the Ordinances 3101 and 3103 came into place *after* the County asserted HSVs against Appellants. The pending revocation precluded *Legendary* from engaging in the substantial undertaking of amending its permit and changing its premises to

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<sup>8</sup> A true and correct copy of the Lease is attached as **Exhibit H**

conduct mixed light cultivation while its permit was pending revocation. Surely, the County would find fault in Legendary pursuing an amendment to the very same permit that the County was also seeking to revoke. Yet, now, Ms. Turner attempts to blame Appellants for failing to undertake the changes that this matter prohibited them from completing. This is nothing more than a diversion, framed to make Appellants look bad.

**g. Bad faith and misdirection have pervaded actions by Mireya Turner throughout this matter, including in the Memorandum.**

The Memorandum represents another example of the bad faith conduct, misstatements, misdirection and outright lies by Ms. Turner, that have pervaded this matter since its onset in 2022. Not only does her Memorandum misrepresent numerous facts, as demonstrated herein and in multiple prior correspondence from this office, but it also misdirects from many of the most crucial issues present in this matter. The Memorandum purports to address only the nine issues raised in the October 4, 2023 appeal (AB 23-03) of the Planning Commission’s decision to revoke UP 19-15, and it does so through short conclusory statements without even acknowledging the complexity of these issues and the multitude of other issues raised by materials in the record. For example, her Memorandum does not address Ms. Turner’s own failure to prepare an Initial Report, the *ultra vires* Planning Commission hearing brought under the incorrect section of the LCC, or the many other factual and legal issues raised in the July 11, 2024 letter from this office. The Memorandum also ignores the complexity of many of the issues it does address, framing them in a simplified, biased and inaccurate manner.

Ms. Turner has put her personal interests, and her apparent animosity towards Appellants and their counsel, above her obligations to faithfully carry out the duties of her official capacity as Director of the CDD. She refused to engage in good faith negotiations with Appellants about resolving this matter, despite direction by the BOS to do so. Ms. Turner has acted with malice towards Appellants, and she has lied to Appellants, to the Planning Commission and to the Board of Supervisors. If she is allowed to continue pursuing her apparent vendetta against Appellants and the other appellants in this matter, it will represent a gross miscarriage of justice.


**III. Conclusion**

As stated above, Appellants now ask the BOS to grant their Appeal of the Lake County Planning Commission decision, undoing the revocation of Major Use Permit (UP 19-15) and the deeming of certain individuals as “Responsible Persons” for alleged HSVs. If the Appeal is granted, the BOS should direct County staff to evaluate whether the process can be restarted in light of Ord. 3112. In the alternative, Appellants ask for alternate adjudication of the issue per Lake County Code Chapter 21 Section 60.

Absent such a decision, if the BOS affirms the Planning Commission’s *ultra vires* decision, Appellants will be left with no reasonable alternative but to seek relief from the Courts, inclusive of a writ of mandamus overturning a decision by the BOS based on improper facts and/or law. Any petition for judicial relief will include a request for an award attorney’s fees pursuant to California Government Code §800.

This letter is not intended to be a complete statement of the facts or law relevant to this matter. Additionally, nothing contained herein shall constitute an admission of any kind whatsoever, nor shall it constitute a waiver of any rights or remedies at law, in equity, or otherwise, all of which are hereby expressly reserved.

Sincerely,  
Rogoway Law Group, P.C.

  
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Joe Rogoway, Esq.  
Attorneys for Appellants:  
Legendary Farms LLC, United Investment Ventures LLC,  
Mrs. Melissa Smith, and Mr. Justin Smith

# **EXHIBIT A**

ORDINANCE NO. 3112  
AN ORDINANCE AMENDING ARTICLE VII OF CHAPTER 13 OF THE LAKE COUNTY  
CODE RELATING TO ADMINISTRATIVE FINES AND PENALTIES

THE BOARD OF SUPERVISORS OF THE COUNTY OF LAKE ORDAINS AS  
FOLLOWS:

Section 1: Article VII of Chapter 13 of the Lake County Code is hereby amended to read as follows:

"Sec. 13-45. - Citation and Authority.

45.1 This article is adopted pursuant to Government Code section 53069.4 and may be cited as the Lake County Administrative Fines and Penalties Ordinance.

Sec. 13-46. - Purpose and Intent.

46.1 The purpose of this article, relating to administrative fines and penalties is to provide alternative remedies to address acts or omissions as set forth in Section 13-48 herein. Violations may be corrected, abated, or addressed in a number of ways. It is the intent of this article to provide the County with an additional remedy to correct violations and, where necessary, to penalize violators for failure to comply with County codes and ordinances.

46.2 This article is adopted in order to achieve the following goals:

- a. To protect the public health, safety and welfare of the communities and citizens in the County of Lake;
- b. To provide for an administrative process for the imposition of penalties and for a process to appeal the imposition of administrative penalties;
- c. To provide for a method to penalize responsible parties who fail or refuse to comply with provisions of the County Code, ordinances, or conditions of entitlement in the County of Lake; and
- d. To minimize the expense and delay where the alternative remedy is to pursue responsible parties in the civil or criminal justice system.

46.3 All final administrative orders made pursuant to the procedures set forth in this article shall be subject to review only as provided for in Government Code Section 53069.4.

Sec. 13-47. - Definitions.

47.1 For purposes of this article, the following words and phrases shall have the

following meanings:

- a. "Administrative Citation" means a citation issued pursuant to this Section imposing an Administrative Fine pursuant to Sections 13-48, 13-49, and/or 13-50.
- b. "Administrative Costs" means all direct and indirect costs incurred as a result of an Administrative Citation hearing, including, but not limited to, reasonable attorney fees, and costs relating to the initial review, scheduling, and processing of the administrative hearing.
- c. "Administrative Fine" or "Administrative Penalty" means the fine or penalty imposed on the Responsible Person for an Administrative Violation.
- d. "Administrative Processing Agency" means the entity contracted by the County to process Administrative Citations, or, in the absence of such a contract, means the County.
- e. "Administrative Violation" means any violation of this Code, applicable statutory provisions, ordinances, uniform codes adopted by the County, orders issued by a commission, board, hearing officer, or other body authorized to issue orders, or any conditions or requirements imposed on or by any entitlement, permit, or environmental document issued or approved by the County.
- f. "Cannabis Operations" means any activity involving cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, testing, dispensing, retailing and wholesaling of cannabis, of cannabis products or of ancillary products and accessories, whether or not carried on for gain or profit.
- g. "Continuing Violation" means a violation of Lake County Code that persists from day to day. A Continuing Violation does not include an Administrative Violation that is corrected by the Responsible Party through the immediate cessation or discontinuation of any prohibited activity or by the immediate implementation of a required activity as determined by the Issuing Department.
- h. "Days" shall mean calendar days.
- i. "Enforcement Costs" means all direct and indirect costs incurred by the Issuing Department in investigating, inspecting, or abating any Administrative Violation, including, but not limited to, noncompliance fees and costs incurred in preparing for and attending an Administrative Citation hearing.
- j. "Enforcement Officer/Official" means any police officer, inspector, or other employee or agent of the County having the power to enforce any Administrative

Violation, including Enforcement Officers of non-County entities that have the authority to perform such enforcement through agreements with any County Departments.

- k. "High Severity Violation" means violation of considerable environmental impact at the time it first occurs and which impact will be greatly acerbated by its continuing to occur.
- l. "Initial Review of Citation" means the imposition of an Administrative Citation is appealed, an Initial Review will be completed by the head official of the Issuing Department or their designee and a determination made if the citation should be upheld.
- m. "Issuing Department" means the County department or office that has authority and responsibility for enforcing Administrative Violations subject to an Administrative Citation, including non-County entities that have the authority to perform such enforcement through agreements with any County Departments.
- n. "Minor" means any person under the age of eighteen years.
- o. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, whether organized as a nonprofit or for-profit entity, and includes the plural as well as the singular number.
- p. "Population Center" means a geographic area where persons have congregated to reside such as an urbanized area or urban cluster.
- q. "Responsible Person(s)" means any person, as defined in this Section, who is any of the following:
  - i. A person who causes or materially contributes to the causation of an Administrative Violation;
  - ii. A person who maintains or allows an Administrative Violation to continue by his or her action or inaction;
  - iii. A person whose agent, employee, consultant, or independent contractor causes or materially contributes to the causation of an Administrative Violation;
  - iv. An on-site manager of a business who is responsible for the activities occurring at the premises where an Administrative Violation occurs;
  - v. A trustee or other person who is given the legal authority to manage property on behalf of someone else where an Administrative Violation occurs;
  - vi. A person who is a parent or guardian having custody and control of a Minor who contributes to the causation of an Administrative Violation;



vii. A person who is the owner of, or who exercises control over, or any lessee or sub lessee with the current right of possession and control of, real property where a property related Administrative Violation occurs.

r. "Violation" shall mean any act or omission for which Administrative Penalties may be imposed pursuant to this article.

Sec. 13-48. - Imposition of Administrative Penalties.

48.1 Administrative Penalties shall be imposed, enforced, collected and reviewed in compliance with the provisions of this Article. Administrative penalties may be imposed by the Enforcement Official for any of the following acts or omissions:

- a. All violations of the Lake County Code;
- b. Failing to comply with any condition imposed by any entitlement, permit, contract, or environmental document issued or approved by the County of Lake; and
- c. Failing to obtain and/or maintain any permit related to cannabis operations which is required, issued, and/or approved by the County of Lake.

48.2 **Amount of Penalty: Infraction.** If the Lake County Code designates the violation as an infraction, an administrative fund up to the maximum fine or penalty amounts for infractions set forth in subdivision (b) of Government Code section 25132 may be imposed if the violation is not addressed and/or abated in compliance with Section 48.7 herein. Each day the illegal condition exists is deemed a separate violation, the amount of which penalty to be imposed shall be calculated based upon the number of calendar days from the date of transmittal of the Notice of Violation through the date for abatement specified in the Notice of Violation.

48.3 **Amount of Penalty: Other**

Except as otherwise specified herein, if this Code does not designate the violation as an infraction, an administrative penalty may be imposed within the amounts set forth below if the violation is not addressed and/or abated or successfully appealed by the date specified in the Notice of Violation:

- a. Up to one thousand dollars (\$1000.00) for each calendar day from the date of the transmittal of the Notice of Violation through the date of actual abatement of the violations specified in said Notice.
- b. Determination of Administrative Penalty Imposed.  
In determining the amount of any administrative penalty under this Section, the enforcement official shall take into consideration the circumstances of the violation, the degree of harm caused by the violation, any prior history of

violations, the Responsible Person(s)' ability to pay the fine, the market value of the cannabis cultivation which is in violation of this Section, and other factors in the furtherance of justice.

- c. Resolution. The Board of Supervisors may adopt a resolution at an open and public meeting which further clarifies and describes the manner in which the particular circumstances of a violation of this Article may impact the determination of the degree of severity of that violation and the corresponding penalty imposed.
- d. In the event the violations include is the illegal use of a structure and the that violation may be corrected by obtaining the appropriate permit, up to a maximum of five (5) times the amount of the standard fee for the permit may be charged as to that violation alone.
- e. Payment of the administrative penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.
- f. The administrative penalty imposed shall be made payable to the County of Lake.

Sec. 13-49. Administrative Penalties for Failure to Maintain Required County Permit(s) for Cannabis Operations, Engaging in Cannabis Operations Beyond the Scope of an Existing County Permit and/or Engaging in Cannabis Operations While a Permit Application is Pending But Not Approved

**49. 1 Purpose.** It is imperative that cannabis operations occur in Lake County pursuant to existing and appropriate County permits. Certain misconduct poses such critical risk to the health and safety of the County's residents. Failure to maintain such permits, to engage in cannabis operations beyond the scope of an existing County permit, and/or to engage in cannabis operations after a permit has been applied for but before it has been approved, significantly deprives the County of adequate land use planning, ignores the requirements of the California Environmental Quality Act (CEQA), thereby creating the possibility of substantial jeopardy to the environment, and impacts the safety of all County residents. The jeopardy to the environment is significant fine and prolonged when cannabis cultivation operations occur without proper licensure and permitting, creating devastating water pollution, dangerous erosion, and leaching of chemicals and toxins into the County's water supply. A civil penalty in the form of a fine must be imposed. Further, the failure to obtain the necessary permits to engage in cannabis cultivation legally in Lake County is a fraud against the County, depriving the County of the tax to which it is lawfully due, and constitutes an unlawful business practice which puts those engaged in permitted cannabis cultivation operations at a distinct and significant disadvantage. Said violations are not designated as infractions and any fine imposed as a consequence of such violation is not a tax or fee under Article XIII C, Section One, subdivision (c)(5) of the California Constitution and is subject only to the Excessive Penalties Clause of Article 1, section 17 of the California Constitution and the Eighth Amendment of the

United States Constitution. While said violations shall constitute a public nuisance, the procedures established in this section are in addition to any other procedures or legal remedies used to address violations of County ordinances, including but not limited to nuisance abatement procedures. The administrative penalty imposed pursuant to this Section may be charged consequent to a nuisance abatement process or may occur as a separate billing apart from the nuisance abatement process.

**49.2 Amount of Administrative Penalty Imposed.** The Administrative Penalty imposed by this Section is so imposed as a separate violation for each day the violation continues to persist beginning at the time a notice of violation is served upon the responsible party or parties. The Administrative Fine shall continue to accrue until the violation is remedied. For purposes of this Section, conducting cannabis cultivation operations in the unincorporated areas of the County in violation of Section 13-49 herein may only be remedied by the Responsible Person(s) by both self-abatement of all such unpermitted operations or and by the application by the responsible party or parties for the required County permit(s) within the 30 day-period described hereinbelow. Those fines described in Section 49.2 (a) through (c) hereinbelow will not become a debt owed to the County if the violations giving rise to said fines are corrected within 30 days.

- a. A First Violation of this Section. If the violation is not corrected within thirty (30) days, an administrative fine of one thousand dollars (\$1,000.00) per day per violation will be assessed until such time as the Responsible Person(s) self-abates or abatement action is completed by the County.
- b. A Second Violation of this Section. If a second violation occurs within a twenty-four month period, commencing from date of issuance of the prior administrative citation to the same Responsible Person(s) or on the same premises if the property owner remains the same, the administrative fine shall be three thousand dollars (\$3,000.00) per day per violation until such time as the Responsible Person(s) self-abates or abatement action is completed by the County.
- c. A Third Violation of this Section. For a third such violation within a twenty-four-month period commencing from date of issuance of the prior administrative citation to the same Responsible Person(s), or on the same premises if the property owner remains the same, the administrative fine shall be five thousand dollars (\$5,000.00) per day per violation. until such time as the Responsible Person(s) self-abates or abatement action is completed by the County.

**Permit Ineligibility .** Additionally, no Responsible Person(s) associated with the premises subject to said violation(s) shall be eligible for a County permit for Cannabis Operations of any kind for a period of no less than ten (10) years.

Sec. 13-50. Administrative Penalties for Failure to Obtain Required County Permit(s) for Cannabis Operations and Other "High Severity Violations.

**50.1 Purpose.** Certain misconduct poses such critical risk to the health and safety of the County's residents. The jeopardy to the environment is significant and prolonged when cannabis cultivation operations occur without proper licensure and permitting, creating devastating and enduring water pollution, dangerous erosion, and leaching of chemicals and toxins into the County's water supply. The jeopardy to the health and safety of County residents can be extreme when such unpermitted operations occur within exclusionary zones, community growth boundaries and other population centers. Such misconduct shall be deemed to constitute violations of "High Severity" which, for purposes of this Article means a violation occurring within community growth boundaries or other population centers, a violation of considerable environmental impact at the time it first occurs and which impact will be greatly acerbated by its continuing to occur.

Civil penalties must be imposed. Further, the failure to obtain the necessary permits to engage in cannabis cultivation legally in Lake County is a fraud against the County, depriving the County of the tax to which it is lawfully due, and constitutes an unlawful business practice which puts those engaged in permitted cannabis cultivation operations at a distinct and significant disadvantage. Said violations are not designated as infractions and any fine imposed as a consequence of such violation is not a tax or fee under Article XIII C, Section One, subdivision (e)(5) of the California Constitution and is subject only to the Excessive Penalties Clause of Article 1, section 17 of the California Constitution and the Eighth Amendment of the United States Constitution. While such high severity violations shall constitute a public nuisance, the procedures established in this section are in addition to any other procedures or legal remedies used to address violations of County ordinances, including but not limited to nuisance abatement procedures. The administrative penalty imposed pursuant to this Section may be charged consequent to a nuisance abatement process or may occur as a separate billing apart from the nuisance abatement process.

**50.2 Notice of Violation.** The corrective period and appeal period specified in the Notice of Violation described in Section 13-54 herein shall be abbreviated for High Severity Violations due to the considerable impact of said violations. Said Notice of Violation for violations deemed high severity shall allow for no more than fifteen (15) days and no less than ten (10) days to correct the violation(s).

**50.3 Penalties for High Severity Violations.**

- a. **The Failure to Obtain Required County Permits for Cannabis Cultivation Operations - Per Plant Penalty.** For any cannabis cultivation operations for which a County permit is required but not obtained, there shall be a per-cannabis-plant penalty imposed. until such time as the Responsible Person(s) self-abates or abatement action is completed by the County. Said penalty constitutes a debt against the County from the date of the notice of violation and is due and payable immediately upon the date of the notice of violation and continues until the violation is corrected. The following per-plant penalties shall apply:

- i. 1-10 plants - a per plant per day penalty of up to \$100.00 per plant.
  - ii. 11-25 plants - a per plant per day penalty of up to \$200.00 per plant.
  - iii. 25-50 plants - a per plant per day penalty of up to \$300.00 per plant.
  - iv. 51 or more plants - a per plant per day penalty of up to \$500.00 per plant.
- b. **Permit Ineligibility.** Any Responsible Person(s) determined to have violated this section shall be deemed permanently ineligible to obtain any County permit(s) for cannabis operations in the unincorporated area of the County of Lake.
- c. Additionally, in situations where no County permit has been obtained to cultivate cannabis as required by law, if it is determined that said cultivation presents an imminent danger to public health, safety, and welfare, summary abatement procedures may be immediately employed.

**50.4 Other High Severity Violations** - Other violations deemed by Lake County Code to be High Severity Violations for purposes of the imposition of Administrative Fines. Certain other violations may be deemed as High Severity if the conditions rise to the level of impact described in Section 50.1 herein. Such violations may include action deemed to be High Severity Violations elsewhere in the Lake County Code, actions which facilitate unpermitted cannabis cultivation and/or which result in significant environmental impacts to neighboring property owners, and/or which contravene the orders of this Board during a locally-declared emergency. Said violations shall be subject to the maximum penalty/fine authorized by this Article.

Sec. 13-51. Additional Penalties and Remedies.

Any person owing fines and/or penalties pursuant to this Section shall be liable in an action brought in the name of the county for recovery of such fines and/or penalties. These recovery costs may include reasonable attorney fees incurred in the action if the county prevails, as the county reserves the right to seek to recover reasonable attorney fees, on a case by case basis, pursuant to California Government Code Section 25845, subdivision c. In those cases in which the County seeks to recover reasonable attorney fees, the other party may likewise do so. All such costs recovered by the County pursuant to this chapter shall be placed in the Code Enforcement Fund described in Section 13-48.2 of the Lake County Code.

Additionally, the District Attorney, or the County Counsel with agreement of the District Attorney, may bring a civil action pursuant to California Business and Professions Code section 17206 to enforce this Section.

Sec. 13-52. Interest



Any administrative fine and/or penalty shall accrue interest at the same annual rate as any civil judgment. Interest shall accrue on the following day after the penalty becomes a final decision or order.

Sec. 13.53. Adjustment of Penalties. The Board of Supervisors may adjust the penalties for specific Administrative Violations through the adoption of a Resolution for that purpose.

Sec. 13-54. Notice of Violation.

- a. If the Enforcement Official determines that public or private property, or portions thereof, is being maintained or permitted to exist in a manner for which administrative penalties may be imposed pursuant to this article which pertains to building, plumbing, electrical, structural or zoning issues, the responsible party(ies) shall be provided with a reasonable period of time to correct the violation prior to imposition of the administrative penalties, except in those cases in which there is an immediate danger to health and safety. Except as herein otherwise provided in regard to High Severity Violations as described in Section 50.2 herein which may abbreviate the time for correction, the reasonable period of time for purposes of this section shall not exceed thirty (30) days from service of the written Notice of Violation.
- b. **Manner of Giving Notice.** The Enforcement Official shall post a copy of the Notice of Violation in a plainly visible place on the property and shall serve a copy of the Notice of Violation upon those persons and in the same manner as described in Section 13-6.2.
- c. **Use of Monies Collected.** All monies collected as a result of the imposition of said administrative Penalties shall be remitted to the County Treasurer-Tax Collector who shall place said monies in a Code Enforcement Fund. The purpose of this fund shall be to pay the costs associated with the code enforcement program in the County. This program may include participation by multiple County departments, which departments shall be compensated through the Code Enforcement Fund in a manner to be agreed upon by the program participants.

Sec. 13-55. Notice of Imposition of Administrative Penalties.

**55.1 Notice of Violation.** If the violation is not corrected within the period stated in the Notice of Violation, if the violation is deemed one of High Severity, or if the violation creates an immediate danger to health or safety, a Notice of Imposition of Administrative Penalties may be issued by the enforcement official.

**55.2 Contents of Notice.** The Notice of Imposition of Administrative Penalties shall be issued on a form approved by the County Counsel and shall contain the following information:

- a. The date, location and approximate time the violation was observed;
- b. The ordinance, statute, or condition imposed by any entitlement, permit, contract or environmental document violated and a brief description the violation;
- c. The amount of the administrative penalty imposed for the violation;
- d. A statement that the responsible party may appeal the imposition of the administrative penalty within fifteen (15) days of the date the Notice of Imposition is served unless the violation is deemed to be a High Severity Violation, in which case the time to appeal shall be the time within which said Notice allows for the violation to be abated by a Responsible Person(s);
- e. Instructions on how to appeal the Notice of Imposition of Administrative Penalties;
- f. A statement that if the responsible party fails to request an appeal of the Notice of Imposition of the Administrative Penalties, the imposition of the penalty shall be final;
- g. A statement that any responsible party upon whom an administrative penalty has been imposed may seek judicial review of the order imposing the penalty pursuant to Government Code Section 53069.4; and
- h. The signature of the Enforcement Officer.
- i. The failure of the Notice of Imposition of Administrative Penalties to set forth all required contents shall not affect the validity of the proceedings.

Sec. 13-56. Service of Notice of Imposition of Administrative Penalties.

The Notice of Imposition of Administrative Penalties shall be served in the same manner as provided for in Section 13-6.2 for service of a Notice of Violation.

Sec. 13-57. Hardship Waiver.

57.1 A Responsible Person(s) may request a hardship waiver to reduce the amount of a penalty imposed pursuant to this Article.

- a. A hardship waiver for a fine reduction may be requested no later than fifteen (15) calendar days after the Administrative Violation is served. This Responsible Person(s) is required to make a showing that they have made a bona fide effort to comply after the first violation and that payment of the full amount would impose an undue financial burden on them. The head official of the Issuing Department, or their designee, is charged with reviewing fine reduction requests.



- b. Any Responsible Party receiving a fee reduction pursuant to this paragraph retains the right to appeal the Administrative Violation pursuant to Subsection 13-57; however, the time for appeal shall not be extended due to any fine reduction request pursuant to this paragraph.

Sec. 13-58. - Administrative Appeal.

**58.1 Applicability.** The Administrative Appeal procedure described in Section 13-58 is applicable to an appeal of all administrative citations **other than High Severity Violations** which Are Subject to an Expedited Review Process as described in Section 13-59 herein.

**58.2 Initial Review.** The Responsible Person may contest an Administrative Citation no later than ten (10) calendar days after the Administrative Violation is served. The appeal request must be in writing, specifying the basis for the appeal in detail, and filed with the administrative processing agency as indicated in the Administrative Citation. The Initial Review will be completed by the head official of the Issuing Department or their designee.

- a. If, following the initial review, the citation is upheld, the Responsible Person shall be notified by mail and informed of their obligation to pay the Administrative Fine within fifteen (15) days of the mailing, or of their right to request an Administrative Hearing.

**58.3 Hearing Before the Board of Supervisors- Filing Requirements**

- a. If the Responsible Person chooses to contest the outcome of the Initial Review, within fifteen (15) days of the mailing of the results of the Initial Review, the Responsible Person shall submit a written request, on an official form provided by the County, requesting an Administrative Hearing before the Board of Supervisors. Said form, hereinafter referred to as a Request for Administrative Hearing, shall include an advance deposit in the full amount of the Administrative Fine or one thousand dollars (\$1,000), whichever is less, or written proof of financial hardship as specified in Section 13-53 herein. A hearing shall be scheduled with the Board of Supervisors when the aforementioned conditions are met.
- b. In lieu of the advance deposit required, written proof of financial hardship, which shall be in the form of a declaration signed by the Responsible Person under penalty of perjury, along with supporting documentation as specified by the County, shall be filed with the Issuing Department.
- c. A Responsible Person who fails to submit a Request for Administrative Hearing within fifteen (15) days, or who fails to make the required deposit or provide written proof of financial hardship, will have waived the right to contest the Initial

Review and shall pay the Administrative Fine in accordance with the timeline set forth in paragraph (a)(1), above.

**58.4 Hearing Date - Notice of Hearing.** The hearing shall be set for a date that is not less than ten (10) days from the date of mailing of the notice of hearing. The notice of hearing shall state the date, time and place of the hearing and direct the property owners or occupant and other responsible parties to appear and show cause why the administrative fine should not be imposed. The Notice of Hearing may be delivered to the person(s) or may be mailed to the address(es) listed in the Notice of Appeal.

**58.5 Continuances.** The Board of Supervisors may, in their its discretion, grant or deny a continuance of the hearing date upon a request by the Responsible Person(s) or the Issuing Department and a showing of good cause.

**58.6 Failure to Attend a Hearing** If the Responsible Person(s) or his or her representative fails to attend the scheduled hearing, he or she shall be deemed to have waived his or her right to an Administrative Hearing. Under these circumstances, the Board of Supervisors shall find the Responsible Person(s) in default, and shall issue a written notice to that effect. A default under this Section shall constitute a forfeiture of the Administrative Fine and a waiver of any right to challenge the assessed Enforcement Costs and Administrative Costs. A default under this Section shall also be a bar to judicial review of the hearing officer decision based upon failure to exhaust administrative remedies. A default under this provision may be set aside by the Board of Supervisors at the request of the Responsible Party upon a showing of good cause for failing to appear at the Administrative Hearing.

- a. If a financial hardship waiver was granted and the Responsible Person is in default as provided above or a challenge to the citation is withdrawn pursuant to above, the Administrative Fine, Enforcement Costs, and Administrative Costs shall be due and payable by the Responsible Person(s) to the County within fifteen (15) calendar days following the date that had been set for the Administrative Hearing.

**58.7 Withdrawal of Appeal.** A Responsible Person(s) who has been issued an Administrative Citation and who has requested an administrative hearing to challenge the citation as provided in this Article may request in writing that his or her challenge to the citation be withdrawn and the hearing cancelled. Upon receipt of a request to withdraw a challenge to the Administrative Citation, the County shall cancel the pending hearing, and issue a written notice to that effect. A withdrawal under this Subdivision shall constitute a forfeiture of the Administrative Fine and a waiver of any right to challenge the assessed Enforcement Costs and Administrative Costs. A withdrawal under this Subdivision shall also be a bar to judicial review of the hearing officer decision based upon failure to exhaust administrative remedies.

#### **58.8 Procedures at the Administrative Hearing**

- a. The Board of Supervisors shall hear all facts and testimony presented and deemed relevant. The hearing is informal in nature, and formal rules of evidence and discovery do not apply. The proceedings shall be audio-recorded by the County. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions.
- b. The Board of Supervisors shall only consider evidence that is relevant to whether the violation(s) occurred and whether the recipient of the Administrative Citation has caused or maintained the violation(s) on the date(s) specified in the Administrative Citation.
- c. The County bears the burden of proof at an administrative hearing to establish the existence of the Administrative Violation specified on the citation. The standard of proof in deciding the issues shall be preponderance of the evidence.
- d. The Administrative Citation and any additional documents submitted by the Issuing Department shall be accepted by the Board of Supervisors as prima facie evidence of the respective facts contained in those documents. The Enforcement Officer, or if unavailable, his/her/their supervisor shall attend the hearing.
- e. Each party shall have the opportunity to testify, cross-examine witnesses, and present witnesses and evidence in support of his or her case. Written and oral evidence submitted at the hearing shall be submitted under penalty of perjury. Documentary and other tangible evidence must be authenticated to the satisfaction of the Board of Supervisors. Nothing shall preclude the use of telephonic or other electronic means of communication if deemed appropriate by the Board of Supervisors.
- f. The Board of Supervisors may continue the hearing as necessary. The decision of the Board of Supervisors shall be final upon adoption of an order containing its determination.
- g. The Board of Supervisors' decision shall include that an aggrieved party may file a petition for review with the California Superior Court, County of Lake, pursuant to California Government Code Section 53069.4. The failure of a responsible party to appear at the Administrative Citation hearing shall be deemed a failure to exhaust administrative remedies.

Sec. 13-59 Administrative Appeal - Expedited Hearing Process for High Severity Violations.

#### **59.1 Hearing Before the Board of Supervisors- Filing Requirements**

A Responsible Person(s) may request an Administrative Hearing before the Board of

Supervisors within the time specified in the Notice of Violation, which time period shall be not less than ten (10) days and no more than fifteen (15) days from the date the Notice is issued. Said form, hereinafter referred to as a Request for Administrative Hearing, shall include an advance deposit in the full amount of the Administrative Fine or one thousand dollars (\$1,000), whichever is less, or written proof of financial hardship as specified in Section 13-53 herein. A hearing shall be scheduled with the Board of Supervisors when the aforementioned conditions are met on the next available regularly scheduled meeting of the Board.

- a. In lieu of the advance deposit required, written proof of financial hardship, which shall be in the form of a declaration signed by the Responsible Person(s) under penalty of perjury, along with supporting documentation as specified by the County, shall be filed with the Issuing Department within the time period specified in this Notice of Violation.

59.2 A Responsible Person(s) who fails to submit a Request for Administrative Hearing within the time to appeal specified in the Notice, or who fails to make the required deposit or provide written proof of financial hardship, will have waived the right to contest the violation(s) and shall pay the Administrative Fine as specified in Section 59.1.

59.3 **Hearing Date - Notice of Hearing.** The expedited hearing shall be set for the next available regularly scheduled meeting of the Board of Supervisors. The notice of hearing shall state the date, time and place of the hearing and direct the property owners or occupant and other responsible parties to appear and show cause why the administrative fine should not be imposed. The Notice of Hearing may be delivered to the person(s) or may be mailed to the address(es) listed in the Notice of Appeal. The decision of the Board of Supervisors shall be final.

59.4 With the exception noted herein in Sections 59.2 and 59.3, the hearing procedure shall adhere to the requirements of Section 13-58 herein.

Sec. 13-60. - Review of Board of Supervisor's Decision.

60.1 **Notice of Appeal.** Within twenty (20) days of service of the Board's decision, a person may contest the decision by filing an appeal to be heard by the Superior Court. There is a court filing fee which must be paid to file the Notice of Appeal. Failure to file a written appeal and to pay the filing fee within this time period shall constitute a waiver of the right to an appeal and the decision shall be deemed confirmed. A copy of the Notice of Appeal shall be served in person or by first class mail upon the Clerk of the Board of Supervisors.

60.2 **Conduct of Hearing.** The conduct of the appeal is a subordinate judicial duty and may be performed by a court commissioner and other subordinate judicial officials at the direction of the presiding judge of the court. The appeal shall be heard de novo, except that the contents of the County's file in the case shall be received into evidence. A copy of

the Notice of Imposition of Administrative Penalties and the Board's decision, shall be admitted into evidence as prima facie evidence of the fact stated therein.

**60.3 Judgment.** The court shall retain the filing fee regardless of the outcome of the appeal. If the court finds in favor of the Appellant(s), the amount of the fee, if paid, shall be reimbursed to the Appellant(s) by the County and any deposit of the fine or penalty shall be refunded by the County in accordance with the judgment of the court. If the fine or penalty has not been deposited and the decision of the court is against the Appellant(s), the County may proceed to collect the penalty pursuant to the procedures set forth in this ordinance, or in any other manner provided by law.

Sec. 13-61. - Payment and Collection of Administrative Penalties.

61.1 Any person(s) against whom an administrative penalty has been imposed shall pay the administrative penalty within fifteen (15) days of service of the Notice of Imposition of Administrative Penalties, not appealed to the Board of Supervisors, or within ten (10) days of service of the Board of Supervisor's decision on appeal. The enforcement official may take the action set forth in this section to collect the unpaid penalties.

61.2 An administrative penalty shall accrue interest at the same annual rate as any civil judgment. Interest shall accrue commencing the day after payment is due.

61.3 The amount of any unpaid administrative penalty, plus interest, may be declared a lien on any real property owned by the responsible party(ies) within the County of Lake against whom an administrative penalty has been imposed, as follows:

- a. Notice shall be given to the Responsible Person(s) prior to the recordation of the lien, and shall be served in the same manner as provided for in Section 13-6.2 for service of a Notice of Violation;
- b. The lien shall attach when the Enforcement Officer records a Notice of Lien listing the delinquent unpaid administrative penalties with the County Recorder's office. The lien shall specify the amount of the lien, the date of the code violations, the date of the final administrative decision, the street address(es), legal description, and assessors parcel number of the parcel on which the lien is imposed, and the name and address(es) of the record owner of the parcel; and
- c. In the event the lien is discharged, released, or satisfied, either through payment or through foreclosure, notice of the discharge containing the information specified in subparagraph [b] above shall be recorded by the enforcement officer.

61.4 The amount of the unpaid administrative penalties, plus interest, may be declared a special assessment against any real property owned by the responsible party(s) within the County of Lake against whom an administrative penalty has been imposed. The Board may impose the special assessment on one or more parcels. The enforcement officer may present a resolution to the Board to declare a special assessment, and upon passage and



adoption thereof shall cause a certified copy thereof to be recorded with the County Recorder's office. The assessment may then be collected at the same time and in the same manner as ordinary taxes are collected, and shall be subjected to the same penalties and the same procedure and sale in the case of delinquent assessments as is provided for ordinary property taxes.

61.5 The amount of the unpaid administrative penalties, plus interest, may be collected by commencement of a civil action to collect the said penalties.

61.6 The amount of the unpaid administrative penalties, plus interest, may be collected by assignment of the amount owing to a collection agency.

61.7 The County may use any civil legal remedy available to collect any unpaid Administrative Penalty including, but not limited to, injunctive relief, Franchise Tax Board intercept, specific performance, and any and all of the remedies heretofore described and described in Section 13.57 hereinbelow. The County may assess additional fees to cover the costs of the collection of any unpaid Administrative Penalty. The County may assigned the collection of Administrative Penalties to a consultant under contract with the County and operating on the County's behalf.

#### Sec. 13-62. Non-Exclusive Remedies and Penalties.

62.1 All remedies and penalties provided for in this article shall be cumulative and not exclusive. Enforcement by use of any administrative, criminal or civil action, citation or administrative proceeding or abatement remedy does not preclude the use of additional citations or other remedies as authorized by other ordinance or law. Enforcement remedies may be employed concurrently or consecutively. Conviction and punishment of, payment of penalties by, or enforcement against any person hereunder shall not relieve such person(s) from the responsibility of correcting, removing or abating the violation, nor prevent the enforced correction, removal or abatement thereof. Each and every day during any portion of which any violation of Lake County ordinances or the rules, regulations, orders, permits or conditions of approval issued thereunder is committed, continued, or permitted by such person(s), shall be deemed a separate and distinct offense.

62.2 **Treble damages.** Upon a second or subsequent civil or criminal judgment for a violation of a land use ordinance within a two-year period, a violator shall be liable to the county for treble the abatement costs, in accordance with Government Code Section 25845.5, and as amended.

62.3 **Injunctive relief and abatement.** Whenever, in the judgment of the Enforcement Official, any person is engaged in any act or practice which constitutes a violation of any provision of a land use ordinance or any rule, regulation, order, permit or conditions of approval, the County Counsel or District Attorney may commence judicial proceedings for the abatement, removal, correction and enjoinder thereof and require the violator to

pay civil penalties as set forth in this Article.

**62.4 Civil remedies and penalties.** Any person, whether acting as principal, agent, employee, owner, lessor, lessee, tenant, occupant, operator, contractor or otherwise, who willfully violates the provisions of any land use ordinance or any rule, regulation, order or conditions of approval issued thereunder by committing, causing, allowing, maintaining, continuing or otherwise permitting a violation of any land use ordinance shall be liable for an applicable civil penalty described in this Article.

**62.5** Nothing in this Chapter shall be construed to prevent the County of Lake from pursuing any and all other legal remedies that may be available, including but not limited to civil actions filed by County Counsel seeking any and all appropriate relief such as civil injunctions, penalties, and forfeiture."

Section 2: The proposed ordinance is exempt under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that the project will have no significant effect on the environment, because the Ordinance restricts to certain zoning areas what is already an allowed agricultural use and does not expand allowable uses beyond those designated as agricultural. The Director of the Community Development Department is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict and no further.

Section 4: This ordinance shall take effect on the 21st day of October, 2021 and before the expiration of fifteen days after its passage, it shall be published at least once in a newspaper of general circulation printed and published in the County of Lake.


The Foregoing Ordinance was introduced before the Board of Supervisors on the 14th day of September, 2021, and passed by the following vote on the 21st day of September, 2021.

AYES: Supervisors Simon, Crandell, Scott, Pyska, and Sabatier

NOES: None

ABSENT OR NOT VOTING: None

COUNTY OF LAKE

  
Bruno Sabatier (Sep 23, 2021 09:24 PDT)  
Chair Board of Supervisors





ATTEST: CAROL J. HUCHINGSON  
Clerk of the Board of Supervisors

By: Johanna DeLong  
Johanna DeLong (Sep 27, 2021 12:47 PDT)  
Deputy

APPROVED AS TO FORM:  
ANITA L. GRANT

By: \_\_\_\_\_

**EXHIBIT B**

1 DECLARATION OF ROBERT LUIS TIRADO

2 I, Robert Luis Tirado, declare:

- 3 1. My name is Robert Luis Tirado, and my birthdate is November 3, 1993.
- 4 2. My phone number is 440-308-0085.
- 5 3. Since March 2022, I have leased a portion of the property located at 2290 Soda Bay Road,  
6 Lakeport, CA 95453 from United Investment Ventures LLC, the property owner.
- 7 4. I am not now, nor have I ever been a member, manager, associate, agent, or had any other role in  
8 Legendary Farms LLC or United Investment Ventures LLC.
- 9 5. I am solely responsible for the ten (10) unpermitted hoop houses that I am informed and believe  
10 Lake County Code Enforcement identified at 2290 Soda Bay Road, Lakeport, CA 95453 on or  
11 about September 14, 2022.
- 12 6. I am solely responsible for the unpermitted cannabis cultivation that I am informed and believe  
13 Lake County Code Enforcement identified at 2290 Soda Bay Road, Lakeport, CA 95453 on or  
14 about September 14, 2022.
- 15 7. I am solely responsible for the unpermitted plumbing that I am informed and believe Lake  
16 County Code Enforcement identified at 2290 Soda Bay Road, Lakeport, CA 95453 on or about  
17 September 14, 2022.
- 18 8. Neither United Investment Ventures LLC, Legendary Farms LLC, nor any of the individuals  
19 associated with either of those entities were participants in the unpermitted hoop houses,  
20 unpermitted cannabis cultivation, or unpermitted plumbing described herein, or with any other  
21 violations related to the conduct subject to the September 14, 2022, inspection.

22 I declare under penalty of perjury that the foregoing is true and correct, except as to matters stated under  
23 information and belief, which I believe to be true. Executed on this 14 day of October 2022, in  
24 Lake County, CA.

25 Dated: 10-14-22

26 Respectfully,

27 Robert Luis Tirado  
28 Robert Luis Tirado

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

File No: \_\_\_\_\_

STATE OF California )SS  
COUNTY OF LAKE )

APN No: \_\_\_\_\_

On Oct 14, 2022 before me, SHARON BASSHAM, Notary Public, personally appeared Robert Luis Tirado

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

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

WITNESS my hand and official seal.

Signature

Sharon Bassham



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity \_\_\_\_\_

Name of Person or Entity \_\_\_\_\_

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Declaration

NUMBER OF PAGES One      DATE OF DOCUMENT 10-14-2022

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

## **EXHIBIT C**



September 28, 2023

*Submitted Via e-Comment Portal*

To: Planning Commission, County of Lake  
255 N Forbes Street  
1st Floor, Board Chambers  
Lakeport, CA 95453

From: Legendary Farms LLC  
2290 Soda Bay Road  
Lakeport, CA 95453

c/o: Joe Rogoway, Esq.  
Rogoway Law Group, P.C.  
Attorney for Legendary Farms LLC

**Re: Public Comment re: Agenda Item 6b for September 28, 2023, Planning Commission Hearing: Legendary Farms LLC's Opposition to Community Development Department Director's Request for Revocation of Major Use Permit (UP 19-15)**

Legendary Farms LLC ("Legendary") opposes the County of Lake ("County")'s attempt to revoke Legendary's Major Use Permit (UP19-15) based on violations noticed to United Investments Ventures LLC ("United").

### **Background and Posture**

United owns the property located at 2290 Soda Bay Road, Lakeport, California 95453 ("Subject Property") and leases different areas of the Subject Property to different tenants. On September 14, 2022, the County issued United a Notice of Violation and Notice of Nuisance and Order to Abate ("CMP22-00215") alleging that there was an unpermitted cannabis cultivation area on portion of the Subject Property outside of the premise leased to Legendary and subject to UP 19-15.

Within 24 hours of CMP22-00215 being issued to United, United corrected the alleged violations by ensuring that all purported unpermitted cannabis plants were eradicated and removed to Quackenbush Mountain Resources for destruction.<sup>1</sup>

CMP22-00215 was issued only to United and not to any other party, inclusive of Legendary.

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<sup>1</sup> A copy of the receipts is attached hereto as Exhibit A.



After CMP22-000215 was corrected, on October 21, 2022, Counsel for United emailed a notarized declaration, executed under penalty of perjury by Mr. Robert Luis Tirado (the “Tirado Declaration”), to Carlos Torrez, Deputy County Counsel (“Mr. Torrez”).<sup>2</sup>

In the Tirado Declaration, Mr. Tirado states the following, amongst other things, under penalty of perjury:

- “Since March 2022, I have leased a portion of the property located at 2290 Soda Bay Road, Lakeport, CA 95453, from United Investment Ventures LLC, the property owner.”
- “I am not now, nor have I ever been a member, manager, associate, agent, or had any other role in Legendary Farms LLC or United Investment Ventures LLC.”
- “I am solely responsible for the ten (10) unpermitted hoop houses that and am informed and believe Lake County Code enforcement identified at 2290 Soda Bay Road, Lake Port CA 95453 on or about September 14, 2022.”
- “I am solely responsible for the unpermitted cannabis cultivation that I am informed and believe Lake County Code Enforcement identified at 2290 Soda Bay Road, Lakeport, CA 95453 on or about September 14, 2022.”
- “I am solely responsible for the unpermitted plumbing that I am informed and believe Lake County Code Enforcement identified at 2290 Soda Bay Road, Lakeport, CA 95493 on or about September 14, 2022.”
- “Neither United Investment Ventures LLC, Legendary Farms LLC, nor any of the individuals associated with either of those entities were participants in the unpermitted hoop houses, unpermitted cannabis cultivation, or unpermitted plumbing described herein, or with any other violations related to the conduct subject to the September 14, 2022, inspection.”

Following receipt of the Tirado Declaration by the County, the County took no further action concerning CMP22-000215. No penalty was ever imposed on United or Legendary, and the County did not issue any Notice of Violation nor Notice of Nuisance and Order of Abatement to either Legendary or Mr. Tirado.

Then, precisely one year following the issuance of the Notice of Violation and Notice of Nuisance and Order of Abatement, Mireya Turner, Director of the Community Development Department (“Ms. Turner”) notified United that she was seeking the revocation of Legendary’s UP 19-15 based on purported “High Severity Violations.”

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<sup>2</sup> A copy of the email to Mr. Torrez is attached hereto as Exhibit B.

I. Legendary Was Not Properly Served with Notice of the Revocation Hearing, Violating Legendary's substantive due process rights

The United States Constitution and California's Due Process Clauses impose significant procedural limitations on local adjudicating agencies. Fundamentally, an agency must provide private parties with *adequate notice* and *opportunity for a fair hearing*, meaning an opportunity to be heard at a meaningful time and in a meaningful manner. (*Today's Fresh Start, Inc. v. Los Angeles County Office of Ed.* (2013) 57 C4th 197, 212.) However, because the determination of exactly what process is "due" depends on the situation and context, no fixed rules establish precisely *when* a hearing must be provided (before or after the deprivation in question), what the *nature* of that hearing should be, and what degree of *impartiality* by the decisionmaker is required. (*Id.*)

However, Lake County Code Chapter 21, Section 60.12 provides the requirements for a public hearing and notice for revoking a Major Use Permit, which states, in pertinent part, that "[n]o less than ten (10) days prior to the date of any hearing before the Planning Commission, the Secretary of the Planning Commission shall . . . [s]erve a written notice of the time and place of such hearing and a copy of the order upon the owner *and* upon the person in possession of the premises involved."

Here, for reasons unexplained, Ms. Turner did not provide notice to Legendary that its use permit may be revoked through this Planning Commission hearing.<sup>3</sup> While the notice of Legendary's revocation hearing correctly identifies the Property owner as United Investment Ventures, LLC, Ms. Turner incorrectly identified the Permittee as Melissa Smith/Michael Wegner.<sup>4</sup> Tellingly, Legendary is not mentioned as a party to this proceeding whatsoever.

Melissa Smith is a member and manager of the entity Legendary Farms LLC.<sup>5</sup> Legendary is a tenant under a commercial lease agreement to cultivate cannabis pursuant to the Major Use Permit at issue here and United is Legendary's landlord.<sup>6</sup> Conversely, United is itself a separate, legal entity than Legendary and a separate "person" from Melissa Smith. Indeed, Melissa Smith is not a part of the entity, United.<sup>7</sup>

As such, Legendary's Due Process rights were violated because it never suffered any violation against its permit for unpermitted cannabis cultivation, unpermitted hoop houses, or issues related to Ag exempt building. Legendary also never received notice of the hearings seeking revocation of its use permit, and did not receive legal notice of any alleged violations relevant to the portion

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<sup>3</sup> A copy of Ms. Turner's communication to United's Counsel providing notice of Legendary's revocation of UP 19-35 is attached hereto as Exhibit C.

<sup>4</sup> In addition, it is worth noting that while United and Legendary are separate legal entities, United and Legendary have both retained the legal services of the Rogoway Law Group, A Professional Corporation.

<sup>5</sup> A copy of Legendary's statement of information filed with the State of California is attached hereto as Exhibit D.

<sup>6</sup> A copy of the Lease Agreement is attached hereto as Exhibit E.

<sup>7</sup> A copy of United's most recent statement of information filed with the State of California is attached hereto as Exhibit F.

of the property under its control subject to the lease. The accusations in Ms. Turner's staff report, as explained below, were solely issued against United via CMP 22-000215.

## II. Legendary is Not Responsible for the Actions of Robert Luis Tirado and Otherwise Has No Legal Authority to Control Activities Outside of the Leased Premise

In her Memorandum to the Planning Commission seeking revocation of Legendary's UP 19-15, Ms. Turner omits any mention of the Tirado Declaration and claims to convey truthful and complete information to the Planning Commission in the absence of the central evidence in the matter; the notarized statement, made under penalty of perjury, by Mr. Tirado, where he takes unequivocal responsibility for the unpermitted cultivation, unpermitted hoop houses, and unpermitted plumbing at issue here.<sup>8</sup>

Instead, Ms. Turner attempts to conflate the admitted actions by Mr. Tirado with UP 19-15, which is a permit issued to Legendary. Mr. Tirado has no affiliation with Legendary and visa versa. This omission by Ms. Turner is not just a misplaced attempt to conflate the conduct of unaffiliated persons and entities; it is a gross misrepresentation of the facts and law.

Mr. Tirado, not Legendary, committed the unpermitted cannabis cultivation on United's property. United, not Legendary, received CMP22-00215 for the actions of Mr. Tirado. United, not Legendary, received a Notice of Violation and an Order to Abate two ag-exempted buildings based on alleged violations of the County Code, Violation Case number ENF23-01124. As Ms. Turner's staff report shows, and from the facts stated above, Legendary was not responsible for the actions of Mr. Tirado nor did Legendary ever receive any notice from the County that the County sought to hold Legendary responsible for any of the above cited violations.

## III. Abated Violations, By Definition, Cannot be High-Severity Violations

In her Memorandum to the Planning Commission seeking revocation of Legendary's UP 19-15, Ms. Turner claims that the approximately 3,340 cannabis plants found outside of Legendary's lease premise, on a different portion of a large rural property, is a High-Severity Violation attributable to Legendary. In particular, Ms. Turner, identifies Lake County Code Chapter 13, Section 47(k), which defines High-Severity Violations as a "violation of considerable environmental impact at the time it first occurs **and which impact will be greatly exacerbated by its continuing to occur**" (emphasis added.)

However, Ms. Turner's analysis conveniently ignores the second portion of Lake County's definition of High-Severity Violation, which requires that at the time of the first violation, the environmental impact will be exacerbated by its continuing to occur. But, as shown above, and by Ms. Turner's own staff report, it is unequivocal that United's "[a]batement efforts concluded" by expediently disposing of the cannabis waste and securing a demolition permit to remove the existing structures on United's property immediately following issuance of CMP22-000215. By United's immediate correction of the violation, there simply cannot be a continued environmental

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<sup>8</sup> A copy of the Tirado Declaration is attached hereto as Exhibit G.

impact to the County based on the conduct alleged. It is certainly true that there cannot be a High-Severity Violation found against Legendary.

Ms. Turner's staff report does not show that the eradicated cannabis plants and properly demolished structures *continue* to impact the environment. Accordingly, the Planning Commission cannot recommend revoking Legendary's UP 19-35 for violations not attributed to Legendary and ultimately corrected by United.

IV. United's Separate Appeal of the Alleged Violations Concerning the Agricultural-Exempt Buildings cannot form the basis for revoking Legendary's UP 19-15

In her Memorandum to the Planning Commission seeking revocation of Legendary's UP 19-15, Ms. Turner claims that the alleged cultivation activities taking place within United's two unpermitted, ag-exempt structures constitute High-Severity Violations committed, somehow, by Legendary.

On August 17, 2023, United received a Notice of Violation and an Order to Abate two ag-exempted agricultural buildings based on alleged violations of the County Code, Violation Case number ENF23-01124.<sup>9</sup> But, according to Ms. Turner's staff report, the allegations from ENF23-01124 were from an inspection of United's Property on September 15, 2022. But, per the Notice of Violation that United received a year later, United submitted a written appeal to the Community Development Department on September 1, 2023, as required by Section 13-7 of Lake County's Municipal Code. In this request, United requested the County to stay enforcement of the violation during the pendency of the appeal process. In addition, Legendary has recently been made aware that United is actively working with the County to correct abate United's Ag Exempt buildings.

Mr. Turner's staff report again omits crucial evidence, that United is currently undergoing a separate appeal of Violation ENF23-01124. United's appeal has yet to be adjudicated. Regardless, even if United's appeal has yet to be determined, none of the actions alleged in this staff report or United's separate appeal, are attributable to Legendary and Legendary's use permit.

Therefore, Ms. Turner's allegations against Legendary, based on violations that occurred in 2022, and noticed against United exactly one year later, have no bearing on Legendary's use permit because Legendary is not responsible for the conduct that occurs at the ag-exempt buildings outside of its legal authority to control.

V. The Planning Director's Unreasonable Delay in Seeking Revocation of Legendary's Permit for Violations Noticed to United prejudiced Legendary's Ability to Address These Grossly Inappropriate Accusations

The affirmative defense of laches applies to administrative proceedings. (*Lent v California Coastal Comm'n* (2021) 62 CA5th 812, 837). To prevail on a defense of laches in an administrative proceeding, the party must establish an "unreasonable delay plus . . . prejudice to the party asserting the equitable defense resulting from the delay." (*Conti v Board of Civil Serv. Comm'rs* (1969) 1

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<sup>9</sup> A copy of the Written Appeal is attached hereto as Exhibit H.

C3d 351, 359.) However, the critical period to determine “unreasonable delay” is from when the agency *learned of the conduct to when the accusation was filed.* (*Gore v Board of Med. Quality Assur.* (1980) 110 CA3d 184, 192; (emphasis added.)

The County became aware of the unpermitted cultivation, unpermitted hoop houses, and purported ag-exempt building issues on September 14<sup>th</sup> and 15<sup>th</sup>, 2022. However, Ms. Turner waited nearly a year to send United a Notice of Violation concerning the ag-exempt buildings and did not attempt to seek any penalty for Mr. Tirado’s violations, which the County attributes to persons and entities other than Mr. Tirado, one year later. This is both nonsensical and prejudicial to Legendary. As such, based on Ms. Turner’s own staff report, there was an unreasonable, unjustifiable delay in bringing a Notice of Violation concerning the ag-exempt buildings which is part of the overall prejudice against Legendary for the County seeking revocation of its use permit now than one year after the Notice of Violations were initially issued to United.

### **Conclusion**

Legendary objects to the revocation of UP 19-15 because Legendary was not issued notice of any violation, is not subject to CMP 22-000215, has no legal responsibility for actions of Mr. Robert Luis Tirado, and is not subject to ENF23-01124. The County’s attempt to revoke Legendary’s UP 19-15 must, therefore, be declined.

Respectfully submitted,  
Rogoway Law Group, P.C.



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Joe Rogoway, Esq.  
Attorney For Legendary Farms LLC

- Exhibit A - Quackenbush Mountain Resources Receipts
- Exhibit B - Email to Mr. Torrez
- Exhibit C - Email from Ms. Turner to United
- Exhibit D - Legendary’s Statement of Information
- Exhibit E - Lease Agreement
- Exhibit F - United’s Statement of Information
- Exhibit G - Tirado Declaration
- Exhibit H - Written Appeal

# Exhibit A



**\*\*DUPLICATE TICKET\*\***  
 Quackenbush MRRCF  
 P.O. Box 229  
 St. Helena, CA 94574-0229

000000 Cash Customer  
 Cash Customer

SITE	TICKET	GRID	DEPUTY WEIGHMASTER		
02	260116		Jennifer Whittington		
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
09/15/22	09/15/22	15:00	15:20		
REFERENCE			ORIGIN		
WHITEGMC			UC - UNINCORPORATED		

**Attachment 6**

Manual Gross Wt. 16400 LB  
 Scale 1 Tare Wt. 14060 LB  
 Net Weight 2340 LB  
 Inbound - Cash ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
1.17	TON	GREENWASTE - TON	63.00	73.71	0.00	73.71

**WEIGHMASTER CERTIFICATE**

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

Operating hours 7:30AM to 3PM Monday thru Saturday.  
 This is to certify that this load does not contain any hazardous materials, medical waste or liquids of any type. PH: 707-995-0104 Acct Office 707-200-9319

NET AMOUNT
73.71
TENDERED
CHANGE
CHECK NO.

WEIGHMASTER  CUSTOMER SIGNATURE

**\*\*DUPLICATE TICKET\*\***  
 Quackenbush MRRCF  
 P.O. Box 229  
 St. Helena, CA 94574-0229

000000 Cash Customer  
 Cash Customer

SITE	TICKET	GRID	DEPUTY WEIGHMASTER		
02	260115		Jennifer Whittington		
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
09/15/22	09/15/22	15:00	15:20		
REFERENCE			ORIGIN		
GRAYFORD			UC - UNINCORPORATED		

Scale 1 Gross Wt. 17140 LB  
 Scale 1 Tare Wt. 15040 LB  
 Net Weight 2100 LB  
 Inbound - Cash ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
1.05	TON	GREENWASTE - TON	63.00	66.15	0.00	66.15

**WEIGHMASTER CERTIFICATE**

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

Operating hours 7:30AM to 3PM Monday thru Saturday.  
 This is to certify that this load does not contain any hazardous materials, medical waste or liquids of any type. PH: 707-995-0104 Acct Office 707-200-9319

NET AMOUNT
66.15
TENDERED
CHANGE
CHECK NO.

WEIGHMASTER  CUSTOMER SIGNATURE

# Exhibit B

**Fwd: [EXTERNAL] Re: Legendary Farms**

1 message

**Blair Gue** <[blairgue@rogowaylaw.com](mailto:blairgue@rogowaylaw.com)>  
To: Joe Rogoway <[joerogoway@rogowaylaw.com](mailto:joerogoway@rogowaylaw.com)>

Wed, Sep 20, 2023 at 2:31 PM

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

From: **Blair Gue** <[blairgue@rogowaylaw.com](mailto:blairgue@rogowaylaw.com)>  
Date: Fri, Oct 21, 2022 at 12:34 PM  
Subject: Re: [EXTERNAL] Re: Legendary Farms  
To: Carlos Torrez <[Carlos.Torrez@lakecountyca.gov](mailto:Carlos.Torrez@lakecountyca.gov)>

Hi Carlos,

Attached please find documentation that is relevant to the discussion we have planned for October 26th.

Warm regards,

**BLAIR N. GUE***Partner, Rogoway Law Group, P.C.***A** [5670 Wilshire Blvd., Ste 830 | Los Angeles, CA 90036](#)**P** (323) 202-2980 **E** [blairgue@rogowaylaw.com](mailto:blairgue@rogowaylaw.com)**W** [www.rogowaylaw.com](http://www.rogowaylaw.com)**LA | SF | SR | PDX**

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Notice: Any and all services or communications provided by Rogoway Law Group, P.C. or Rogoway Law N.W. P.C. (collectively, "Rogoway Group") with reference or in relation to personal or commercial cannabis activity is provided for purposes of furthering compliance with all local and State rules, requirements, regulations, ordinances, and laws applicable to such cannabis activity in the United States. Notwithstanding the foregoing, Federal law in the United States still prohibits the cultivation, manufacture, possession, sale, and transportation of cannabis, and those possessing cannabis or engaging in cannabis activity could be subject to criminal and/or civil liability, including forfeiture, for such conduct under Federal law. The Rogoway Group entities are part of a multi-jurisdictional legal practice. Please visit [www.rogowaylaw.com](http://www.rogowaylaw.com) for more information. Nothing in this correspondence or Rogoway Group's rendered services are intended to assist with the violation of any laws or regulations.

On Fri, Oct 21, 2022 at 11:24 AM Carlos Torrez <[Carlos.Torrez@lakecountyca.gov](mailto:Carlos.Torrez@lakecountyca.gov)> wrote:

Will do. Thank you.

Carlos Torrez

Deputy County Counsel

Lake County Counsel's Office

255 N. Forbes St

Lakeport, CA 95453

[Carlos.Torrez@lakecountyca.gov](mailto:Carlos.Torrez@lakecountyca.gov)

707-263-2321 x34107

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**From:** Blair Gue [mailto:[blairgue@rogowaylaw.com](mailto:blairgue@rogowaylaw.com)]  
**Sent:** Friday, October 21, 2022 11:12 AM  
**To:** Carlos Torrez <[Carlos.Torrez@lakecountyca.gov](mailto:Carlos.Torrez@lakecountyca.gov)>  
**Subject:** Re: [EXTERNAL] Re: Legendary Farms

Hi Carlos,

We are confirmed for 1:30 pm on October 26th. Below please find conference call information for everyone to use. Can you please ensure Mireya receives the call in information as well?

#: 701-801-1211  
ACCESS ID # 426-201-669

Thank you,

**BLAIR N. GUE**  
*Partner, Rogoway Law Group, P.C.*

---

**A** 5670 Wilshire Blvd., Ste 830 | Los Angeles, CA 90036

**P** (323) 202-2980 **E** [blairgue@rogowaylaw.com](mailto:blairgue@rogowaylaw.com)

**W** [www.rogowaylaw.com](http://www.rogowaylaw.com)

**LA | SF | SR | PDX**

[REDACTED]

[REDACTED]

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On Fri, Oct 21, 2022 at 8:11 AM Carlos Torrez <[Carlos.Torrez@lakecountyca.gov](mailto:Carlos.Torrez@lakecountyca.gov)> wrote:

Let's do 1:30. Thank you much

Carlos Torrez

Deputy County Counsel

Lake County Counsel's Office

255 N. Forbes St

Lakeport, CA 95453

[Carlos.Torrez@lakecountyca.gov](mailto:Carlos.Torrez@lakecountyca.gov)

707-263-2321 x34107

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**From:** Blair Gue [mailto:[blairgue@rogowaylaw.com](mailto:blairgue@rogowaylaw.com)]  
**Sent:** Tuesday, October 18, 2022 10:13 AM  
**To:** Carlos Torrez <[Carlos.Torrez@lakecountyca.gov](mailto:Carlos.Torrez@lakecountyca.gov)>  
**Subject:** [EXTERNAL] Re: Legendary Farms

Hi Carlos,

Thank you for the update. Other than first thing in the morning (9am - 10am), it looks like both Joe Rogoway and I have quite a bit of availability on October 26th. I'll keep an eye out for an additional scheduling email from you. Have a great day.

Warm regards,

**BLAIR N. GUE**  
*Partner, Rogoway Law Group, P.C.*

---

**A** [5670 Wilshire Blvd., Ste 830 | Los Angeles, CA 90036](#)

**P** (323) 202-2980

**E** [blairgue@rogowaylaw.com](mailto:blairgue@rogowaylaw.com)

**W** [www.rogowaylaw.com](http://www.rogowaylaw.com)

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On Mon, Oct 17, 2022 at 4:56 PM Carlos Torrez <[Carlos.Torrez@lakecountyca.gov](mailto:Carlos.Torrez@lakecountyca.gov)> wrote:

I have both CDD director Mireya Turner and myself available for a call on Wednesday October 26<sup>th</sup>. Nailing down a time but we can work that out tomorrow. Thanks, Blair.

Carlos Torrez

Deputy County Counsel

Lake County Counsel's Office

255 N. Forbes St

[Lakeport, CA 95453](http://Lakeport, CA 95453)

[Carlos.Torrez@lakecountyca.gov](mailto:Carlos.Torrez@lakecountyca.gov)

707-263-2321 x34107

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 **DECLARATION OF ROBERT LUIS TIRADO.pdf**  
794K



# Exhibit C

From: **Mireya Turner** <[Mireya.Turner@lakecountyca.gov](mailto:Mireya.Turner@lakecountyca.gov)>

Date: Fri, Aug 18, 2023 at 3:57 PM

Subject: RE: [EXTERNAL] Re: Advance Notice of Intent to Provide Public Notice of UP 19-15 and Application # PV22-08, Pursuant to Cal. Govt. Code § 65965(b)

To: Rachel Chapman <[rachelchapman@rogowaylaw.com](mailto:rachelchapman@rogowaylaw.com)>, Carlos Torrez <[Carlos.Torrez@lakecountyca.gov](mailto:Carlos.Torrez@lakecountyca.gov)>, Lloyd Guintivano <[Lloyd.Guintivano@lakecountyca.gov](mailto:Lloyd.Guintivano@lakecountyca.gov)>

Cc: Nicole Johnson <[Nicole.Johnson@lakecountyca.gov](mailto:Nicole.Johnson@lakecountyca.gov)>

Good afternoon Ms. Chapman,

I have received your letter, dated August 18, 2023, regarding the Advance Notice of Intent to Provide Public Notice of UP 19-15 and Application PV 22-08, Pursuant to CA GC Section 65965(b).

The letter states that the County has failed to approve or disapprove Major Use Permit UP 19-15 and/or Pre-application meeting PV 22-08, within certain time limits.

Please be advised that the County approved UP 19-15 on May 27, 2021. PV 22-08 is a pre-application meeting file, required prior to submission of a use permit application. The meeting was held on August 25, 2022, and the file was closed on August 30, 2022.

Attached please find a public hearing notice for the Planning Commission to consider the proposed revocation of Major Use Permit (UP 19-15) for high severity violations.

Please note, should the Planning Commission revoke the Legendary Farms UP 19-15 cultivation permit for high severity violations, the department will not be able to support the Legendary Extra Application (UP 22-27) for cannabis manufacturing, due to the Lake County Code Chapter 21, Section 50.3(b) that states all persons responsible for the high severity violations are permanently ineligible to obtain any cannabis operation permits in Lake County.

Please let me know if I can be of further assistance.

Cordially,



**Mireya G. Turner, MPA**

**Director**

**Community Development**

**255 N. Forbes St.**



Lakeport, CA 95453  
Phone: (707) 263-2221  
Fax: (707) 263-2225  
Email: mireya.turner@lakecountyca.gov

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From: Rachel Chapman <rachelchapman@rogowaylaw.com>  
Sent: Friday, August 18, 2023 2:20 PM  
To: Mireya Turner <Mireya.Turner@lakecountyca.gov>; carlos.torres@lakecountyca.gov; Lloyd Guintivano <Lloyd.Guintivano@lakecountyca.gov>; Lloyd Guintivano <Lloyd.Guintivano@lakecountyca.gov>  
Subject: [EXTERNAL] Re: Advance Notice of Intent to Provide Public Notice of UP 19-15 and Application # PV22-08, Pursuant to Cal. Govt. Code § 65965(b)

Good afternoon,

Please find the attached letter below re: Advance Notice of Intent to Provide Public Notice of UP 19-15 and Application # PV22-08, Pursuant to Cal. Govt. Code § 65965(b). A hard copy has been mailed out.

Thank you,  
Rachel Chapman

**RACHEL CHAPMAN**  
Senior Office Coordinator, Rogoway Law Group

**A** 115 4th St, Ste B | Santa Rosa, CA 95401

**P** (707) 526-0420

**E** rachelchapman@rogowaylaw.com

**W** www.rogowaylaw.com

**LOS ANGELES | SAN FRANCISCO | SANTA ROSA**

[Redacted]

[Redacted]

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|  
--



**JOE ROGOWAY**

*Managing Partner*, Rogoway Law Group, P.C.

---

**A** 115 4th St., Second Flr, Ste. B | Santa Rosa, CA  
95401


**P** (707) 526-0420 **E** joerogoway@rogowaylaw.com

**W** www.rogowaylaw.com

**LA | SF | SR | PDX**



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 **Revocation\_Legendary Farms\_PH Notice.pdf**  
189K

# Exhibit D



BA20230550938

B1642-2471 03/31/2023 5:08 PM Received by California Secretary of State



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**LIMITED LIABILITY COMPANY**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20230550938

Date Filed: 3/31/2023

Entity Details					
Limited Liability Company Name	LEGENDARY FARMS LLC				
Entity No.	201835510885				
Formed In	CALIFORNIA				
Street Address of Principal Office of LLC					
Principal Address	2290 SODA BAY ROAD LAKEPORT, CA 95453				
Mailing Address of LLC					
Mailing Address	2290 SODA BAY ROAD LAKEPORT, CA 95453				
Attention	MELISSA SMITH				
Street Address of California Office of LLC					
Street Address of California Office	2290 SODA BAY ROAD LAKEPORT, CA 95453				
Manager(s) or Member(s)					
<table border="1"> <thead> <tr> <th>Manager or Member Name</th> <th>Manager or Member Address</th> </tr> </thead> <tbody> <tr> <td>Melissa Patricia Smith</td> <td>2290 Soda Bay Road Lakeport, CA 95453</td> </tr> </tbody> </table>		Manager or Member Name	Manager or Member Address	Melissa Patricia Smith	2290 Soda Bay Road Lakeport, CA 95453
Manager or Member Name	Manager or Member Address				
Melissa Patricia Smith	2290 Soda Bay Road Lakeport, CA 95453				
Agent for Service of Process					
Agent Name	MELISSA PATRICIA SMITH				
Agent Address	2290 SODA BAY ROAD LAKEPORT, CA 95453				
Type of Business					
Type of Business	BEASTBAY PLUMBING				
Email Notifications					
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.				
Chief Executive Officer (CEO)					
<table border="1"> <thead> <tr> <th>CEO Name</th> <th>CEO Address</th> </tr> </thead> <tbody> <tr> <td colspan="2">None Entered</td> </tr> </tbody> </table>		CEO Name	CEO Address	None Entered	
CEO Name	CEO Address				
None Entered					
Labor Judgment					
No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.					

Electronic Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

*MARCO ESQUIVEL*

*03/31/2023*

Signature

Date



# Exhibit E

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Agreement" or "Lease") is entered on July 1<sup>st</sup> 2021 (the "Effective Date"), between UNITED INVESTMENT VENTURES (the "Lessor") and LEGENDARY FARMS, LLC, a California limited liability company and/or its assigns (the "Lessee"). Together the "Parties" agree to be bound by this Agreement.

1. PREMISES. Lessor agrees to rent to Lessee the portion of property commonly known as 2290 Soda Bay Road, Lakeport, California with an Assessor's Parcel Number of 080-010-29 (the "Property") described as follows: for two full acres of cultivation, shared use of the Barn and the Office Space, all further described below (the "Premises"). See Attachment A: Premises Map.
  - 1.1 Office Space. This Lease shall also include the use of the Office Space located on the Premises. Please see Attachment A.
2. INITIAL TERM. The term of the Lease shall be for five (5) years which commences on July 1<sup>st</sup>, 2021 ("Commencement Date") and continues until June 30, 2026, unless otherwise extended or terminated pursuant to this Agreement ("Term").
  - 2.1. Term of the Office Space. The term of the Lease for the office space shall commence on July 1, 2021 and continue until, June 30, 2026, unless otherwise extended or terminated pursuant to this Agreement.
3. BASE RENT. The Lessor is entitled to annual payments in the amount of two-hundred thousand dollars (\$200,000.00) to be paid pursuant to the payment schedule described in Section 3.1 below.
  - 3.1. Rent Payment Schedule. Lessee shall pay the annual rent in two lump sum payments of one-hundred thousand dollars (\$100,000). The first payment shall be paid to Lessor on January 1<sup>st</sup> of each year. The second payment can be paid to Lessor anytime during the current year but in no circumstance shall Lessor receive payment later than December 31<sup>st</sup> of that year.
    - 3.1.1 Lessor and Lessee acknowledge that Lessee has paid fifty thousand dollars (\$50,000) as of July 1, 2021. To bring Lessee current under the rent payment schedule pursuant to Section 3.1 above, Lessee shall pay an additional fifty thousand dollars (\$50,000) upon the execution of this Lease.
  - 3.2. Office Space Rent. Lessee shall pay an additional rent of five hundred dollars (\$500) for the lease of the office space due on the first of each month.
  - 3.3. Cannabis Taxes. Lessee shall be solely responsible for all local and state taxes associated with the commercial cultivation and sale of cannabis including but not limited to cultivation taxes. Lessee's liability to pay taxes will survive this lease until all such taxes have been paid by Lessee.

## COMMERCIAL LEASE AGREEMENT

### 4. EARLY TERMINATION/MANDATORY CESSATION OF CANNABIS ACTIVITY.

4.1. Change in Law. Lessee or Lessor may terminate the Lease after providing thirty (30) days prior written notice to the other party if:

4.1.1 Any change in state or local laws render the permitted use unlawful and/or non-conforming use.

4.1.2 There is (a) a substantive change in federal statutory, regulatory, and/or decisional law applicable to Lessee's use of the Premises for the permitted use, and (b) a formal change in federal enforcement priorities pertaining to the Permitted Use, which taken together would negatively and materially affect Lessee's ability to conduct any aspect of the permitted use on the Premises in accordance with state and local laws.

4.2 Federal Enforcement. Lessee or Lessor may terminate the Lease after providing thirty (30) day s prior written notice to the other party in the event of any actual or credibly threatened federal civil or criminal enforcement action including but not limited to forfeiture actions, against either Premises, Lessor, or Lessee relating to any aspect of the Permitted Use or to Lessee's use or occupancy of Premises.

4.3 General Termination. Lessee or Lessor may terminate the Lease for any reason after providing a thirty (30) notice to the other party.

4.4 Rent Payment upon Termination.

5.4.1 In the event of termination of this Lease by either party pursuant to the terms set forth in this Lease, Lessee shall remain fully responsible for the total amount of rent for the year.

5.4.2 If the termination is pursuant to Section 5.3, the Lessee must pay the remainder of the rent due for the current year for termination to become effective. If Lessee fails to pay such rent, the Lease shall remain valid unless Lessor otherwise agrees to terminate such Lease.

5. POSSESSION. Lessee shall be entitled to possession of the Premises on the first day of the Term of the Lease and shall surrender possession to the Lessor on the last day of the term of the Lease, unless otherwise agreed upon by the Parties.

6. USE OF PREMISES. Lessor authorizes the Lessee to use the Premises for the operation of a cannabis cultivation business, so long as the cannabis cultivation operations complies with Lake County law and California regulations ("Permitted Use"). Lessee may apply for and engage in two outdoor cultivation canopies.

7. COMMERCIAL CANNABIS ACTIVITES. Lessor acknowledges that Lessee be utilizing the property for cannabis operations consistent with the Permitted Use and the Parties hereby agree to the following terms and conditions with respect to the Permitted Use on the Premises:



## COMMERCIAL LEASE AGREEMENT

- 7.1 Federal Law. Lessee covenants to use reasonable efforts to conduct the Permitted Use in accordance with California Business and Professions Code 26000, et seq., short-titled Medicinal and Adult- Use Cannabis Regulation and Safety Act and all regulations promulgated thereunder ("MAUCRSA"), and any other applicable state or local laws or regulations (hereinafter, the "Applicable Law"). Notwithstanding the foregoing, Lessor acknowledges and understands that the Permitted Use is, at the time of the execution of this Lease, a violation of 21 United States Code "01, et seq., short titled the Controlled Substance Act and the regulations promulgated thereunder (the "CSA") and is not sanctioned by any federal law. Lessee shall not be in breach of any provision of the Lease on that basis.
- 7.2 Required Authorization. It is acknowledged that the Permitted Use is a highly regulated commercial activity and Lessee will be required to obtain various focal and state permits, licenses, and other authorizations (the "Required Authorizations"). As part of Lessee's applications to obtain the Required Authorizations, Lessor may be required to take certain affirmative actions to ensure that Lessee acquires the Required Authorizations, including, but not limited to, signing certain documents required by the County of Lake and/or the State of California relevant regulatory body certifying that Lessor permits Lessee to conduct commercial cannabis operations on the Premises. For the duration of the Lease, Lessor agrees to execute all such Required Authorizations within five (5) business days of Lessee's written request. Moreover, for the duration of the Lease, Lessor covenants that Lessor shall not take any affirmative action or inaction that could reasonably reduce Lessee's chances of receiving or maintaining any Required Authorization for Lessee to conduct the Permitted Use on the Premises.
- 7.3 Trade Secrets and Intellectual Property. Lessor acknowledges that the Lessee's operations comprising of the Permitted Use include, but are not limited to, operating procedures, security protocols, safety features, equipment, and know-how, all of which make up Lessee's intellectual property held as confidential information and belonging exclusively to the Lessee. Upon discovering any such confidential information through an inspection or otherwise, Lessor agrees to hold such information strictest confidence and further acknowledges that any dissemination of such information would cause Lessee irreparable harm.
- 7.4 Legality. Parties acknowledge that California Civil Code section 1550.5(b) states as follows:  
(b) Notwithstanding any law, including, but not limited to, Sections 1550, 1667, 1668 and federal law, commercial activity relating to medicinal cannabis or adult-use cannabis conducted in compliance with California law and any applicable local standards, requirements, and regulations shall be deemed to be all of the following:  
(1) A lawful object of a contract.  
(2) Not contrary to, an express provision of the law, any policy of express law, or good morals.  
(3) Not against public policy

## 8. PERMITS, LICENSES AND COMPLIANCE.

- 8.1 Permitting and Licensing. Obtaining all required commercial cannabis business licenses shall be the sole responsibility of Lessee as applicable. Lessee shall bear all costs, fees and expenses associated with such permits and licenses. This includes all local and state permits and licenses, any permits required for the build out of the business, and any and all ancillary permits such as registering with the California Water Board and the Department of Fish and Wildlife. All required permits must be obtained prior to initiating the cultivation activities.



## COMMERCIAL LEASE AGREEMENT

- 8.2 Opt-Opt. If for any reason Lessee believes it will be unable to obtain the necessary permits and approvals, (including but not limited to a CUP, Building Permit and/or State License) by July 1, 2021, Lessee may terminate this Lease upon a sixty (60) day notice to Landlord.
- 8.3 Violations of Lake County and State of California Cannabis Regulations. If Lessee commits a violation of the County of Lake or State of California cannabis related ordinances and statues enacted after the execution of this Lease, for which Lessee is provided the opportunity by state or local authorities to cure such violation while continuing to operate, Lessee shall be solely responsible to implement and pay for all remedial work to bring the Property and Permitted Use into compliance. Lessee shall provide a copy of such notice of violation to Landlord within fifteen (15) days after receipt of the same and promptly cure the violation. In the event such a violation can be, and is, cured such that Lessee can continue to operate in good standing, such violation shall not be an immediate default. If Lessee is, by operation of law, precluded from the ability to comply with the laws of Lake or California, Lessee shall be excused from performance of this Agreement. However, if Lessee becomes non-compliant with the laws of Lake County and California, having failed to reasonably exercise all reasonable actions necessary to become compliant, Lessee shall be deemed to be in default of this Agreement, if Lessee had a reasonable opportunity to cure and fails to avail itself to said opportunity.

### I O. LAND IMPROVEMENTS.

- 10.1 Landlord Obligations. Except as otherwise provided in this Lease, Lessee accepts the Premises and all improvements thereon in their current, "as-is" condition as of the Commencement Date. Landlord shall have no obligation to construct any improvements on the Premises or make any alterations or repairs to the improvements currently located on the Premises. Except Landlord will continue to bring its property into compliance with the County of Lake in order to remediate past violations.
- 10.2 Lessee's Obligations. Lessee shall be allowed to make alterations or improvements on the Premises that are permitted and needed to operate its cannabis cultivation business. All Lessee improvements will be at Lessee's sole cost and expense. Alterations, changes, and/or improvements built, constructed, or placed on the Premises by Lessee shall, unless otherwise agreed to between Lessor and Lessee, become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Lease. All alterations and repairs shall be performed in accordance with all applicable laws.
- 10.2.1 Upon Termination. If the Lease is terminated by either party pursuant to the terms set forth, Lessor may require Lessee to remove any alterations, additions, or improvements prior to vacating the Property and to restore the Property to its prior conditions, all at Lessee's expense. Lessee shall repair, at Lessee's expense, any damage to the Property caused by the removal of any such improvements or equipment.
- 10.3 Written Notice. At least thirty (30) days before any construction commences or materials are delivered for any alterations or improvements Lessee is making, Lessee shall give written notice to Lessor as to when the construction is to commence or the materials to be delivered. Lessors shall then have the right to post and maintain on the Premises any notices that are required to protect Lessor and Lessor's interest in the Premises from any liens for work or labor performed, or materials furnished in making the alterations. It shall be Lessee's duty to keep the Premises free and clear of all liens, claims and demands for work performed, materials furnished, or operations conducted on the premises by or on behalf of Lessee.



## COMMERCIAL LEASE AGREEMENT

11. HAZARDOUS MATERIALS. Except in the ordinary course of business and items customarily used for Lessee's Permitted Use, Lessee shall not cause or permit any hazardous materials of any kind to be generated, brought onto, used, stored, or disposed of in or about the Property without the prior written consent of Landlord. As used in this Lease, the term "Hazardous Materials" means any chemical, substance, waste or material which has been or is hereafter determined by any federal, state or local governmental authority to be capable of posing risk of injury to health or safety, including without limitation, those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act, as amended, and in the regulations promulgated pursuant to said laws; those substances defined as "hazardous wastes" in section 25117 of the California Health & Safety Code, or as "hazardous substances" in section 25316 of the California Health & Safety Code, as amended, and in the regulations promulgated pursuant to said laws; those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or designated by the Environmental Protection Agency (or any successor agency) as hazardous substances (see, e.g., 40 CFR Part 302 and amendments thereto); such other substances, materials and wastes which are or become regulated or become classified as hazardous or toxic under any laws, including without limitation the California Health & Safety Code, Division 20, and Title 26 of the California Code of Regulations; and any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to section 311 of the Clean Water Act of 1977, 33 U.S.C. sections 1251 g! sgg. (33 U.S.C. 1321) or listed pursuant to section 307 of the Clean Water Act of 1977 (33 U.S.C. 1317), as amended; (v) flammable explosives; (vi) radioactive materials; or (vii) radon gas. Landlord represents and warrants to Lessee that, as of the

Commencement Date, there are no Hazardous Materials present in, on, or under the Property or Premises and that it has no knowledge or reason to believe that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, or release of Hazardous Materials by any person in, on, or under the Property or Premises. Lessee will not be responsible for any Hazardous Material existing on the Property or Premises prior to Lessee's occupancy or in any way related to use of the Property or Premises prior to the Term, and Landlord agrees to defend and indemnify Lessee against any claim arising out of the discovery of any Hazardous Materials on the Property or Premises prior to the Commencement Date.

Notwithstanding the foregoing, Lessor acknowledges that Lessee's Permitted Use may require one or more Hazardous Substances as set forth. Lessor hereby grants Lessee permission for such use of materials, provided that such substances and materials are not prohibited by all applicable law.

12. INSURANCE. During the Term of the Lease, Lessee shall maintain a policy of commercial general liability insurance insuring Lessee against liability for bodily injury, property damage, and personal injury arising out of the operation, Permitted Use, or occupancy of the Property. The initial amount of the insurance policy shall be an aggregate amount no less than two-million dollars (\$2,000,000) and in an amount of no less than one-million dollars (\$1,000,000) for each loss. Lessee will name Lessor as an additional individual insured on such policy. In addition, Lessee will maintain all insurance required to be in compliance with local and state regulations, including but not limited to worker's compensation insurance, crop insurance, and/or property insurance.

13. MAINTENANCE AND REPAIRS. Except as otherwise expressly provided for in this Agreement, Lessee shall, at its sole cost and expense, keep and maintain the entirety of the leased Premises, appurtenances and equipment used for the Permitted Use in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Lessee shall promptly and adequately repair all damage to the Premises and replace or repair all

## COMMERCIAL LEASE AGREEMENT

damaged or broken fixtures, equipment, and appurtenances within a reasonable period of time. In addition, Lessee shall, at Lessee's expense make all repairs, replacements, alterations, installation, modification, rehabilitation, and additions to the Premises as may be required by any laws and shall always keep the Premises in compliance to all applicable laws.



## COMMERCIAL LEASE AGREEMENT

14. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence Of Lessee, the Lessee may elect to terminate this Agreement upon written notice to Lessor. The rent provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rent up to such date and Lessor refunding rent collected beyond such date. Should a portion of the Premises thereby be rendered unusable for the intended purpose and use described in Section 7 of this Agreement, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such un-usable portion, the rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence, and the Lease continue according to its terms.
15. **INSPECTION OF PREMISES.** The Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Lease to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. On not less than 48 hours' advance written notice, or as otherwise required by law, Lessee must make the premises available, at a time acceptable to Lessee during normal business hours of 8 a.m. to 5 p.m., Monday through Friday, for entry by Lessor or his agent for:
- Making necessary or agreed-on repairs, decorations, alterations, or improvements.
  - Supplying necessary or agreed-on services.
  - Conducting any activity required or permitted by court order.
- In the event of an emergency, or if Lessee is present and consents to entry at the time of entry, or after Lessee has abandoned or surrendered the premises, Lessor or his agent may enter the premises without giving Lessee prior notice.
- 15.1 **Cannabis Restrictions on Entry.** Lessor recognizes that Lessee is operating a highly regulated business and the Applicable Law may require Lessee to establish certain "limited access" or "secured" areas on the Premises. Lessor acknowledges that all inspections, site visits, or other instances requiring the Lessor or its representatives or contractors to visit the Premises during the Term must be conducted in accordance with the restrictions and requirements set forth in Applicable Law.
16. **SUBORDINATION OF LEASE.** This Lease and Lessee's interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor. Lessor agrees to not further encumber the Property during the term of this Agreement, without the prior written consent of Lessee.
17. **ASSIGNMENT AND SUBLETTING.** No portion of the Property, Premises, or of Lessee's interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law or act of Lessee, without the Lessor's prior written consent. The Lessor has the right to grant or withhold its consent, but not to be unreasonably withheld. Any attempt to transfer without consent shall be void and constitute a material breach of this Lease. As an LLC, the transfer and change of ownership of a majority interest in the company shall require Lessor's consent.
18. **QUIET ENJOYMENT.** Lessee, upon payment of all the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's Leases contained herein and Lessee's observance of all.



## COMMERCIAL LEASE AGREEMENT

rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Premises for the term hereof.

### 19. INDEMNIFICATION.

19.1 Lessee's Obligations. Lessee shall indemnify, defend, protect and hold free and harmless Lessor from all liabilities, penalties, losses, damages, costs, expenses, causes of action, claims or judgements, including but not limited to attorneys fees and costs, arising by reason of any death, bodily injury, personal injury, property damage, or any enforcement from state or local regulatory agencies for violations resulting from: (i) any cause occurring in or about the Premises or resulting from an occurrence in or about the Premises during the Term; (ii) any act, work, or thing done or permitted to be done or otherwise suffered, or any omission to act, in or about the Premises by Lessee or by any of the Lessee's agents, officers, directors, employees, agents or contractors; (iii) the negligence or willful misconduct of Lessee or Lessee's agents, employees, subcontractors, invitees, licensee, and contractors, wherever it occurs; (iv) an incurable violation of any local or state laws; or (v) an event of default by the Lessee or any failure to comply with any provision of this lease. Furthermore, Lessee hereby agrees to indemnify, defend, and hold Lessor harmless from any and all claims or assertions of every kind and nature relating to the commercial cannabis activities.

19.2 Lessor's Obligations. Lessor shall indemnify, defend, protect and hold free and harmless Lessee from all liabilities, penalties, losses, damages, costs, expenses, causes of action, claims or judgements, including but not limited to attorney's fees and costs, arising by reason of any death, bodily injury, personal injury or property damage resulting from: (i) any act, work, or thing done or permitted to be done or otherwise suffered, or any omission to act, in or about the Premises by Lessor or by any of the Lessor's agents, officers, directors, employees, agents or contractors; (ii) the negligence or willful misconduct of Lessor or Lessor's agents, employees, subcontractors, invitees, licensee, and contractors, wherever it occurs; (iii) an incurable violation of any local or state laws cause by Lessor; or (iv) an event of default by the Lessor or any failure to comply with any provision of this lease

20. DEFAULT. If Lessee fails to comply with, or at minimum address and initiate the remedial process to cure and comply with, any of the material provisions of this Lease, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with, or at minimum address and initiate the remedial process to cure and comply with, any duties imposed on Lessee by statute, within thirty (30) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Lease.

21. ABANDONMENT. If at any time during the term of this Lease Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting. Lessee shall not be responsible for any further rents as long as all rents for the current year have been paid pursuant to Section 5.4 of this Lease. If Lessor's right of re-entry is exercised following abandonment of the Premises by Lessee, then Lessor shall.



## COMMERCIAL LEASE AGREEMENT

- 21.1 Consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any lawful manner and Lessor is hereby relieved of all liability for doing so.
22. UTILITIES. Lessee shall be solely responsible to pay all heating, cooling, energy, light, power, sewer service, telephone, water, refuse disposal, and other utilities and services provided to the Premises during the Term, together with any related installations or connection charges or deposits.
- 22.1 Power Meter. At Lessee's sole expense, Lessee shall obtain its own power meter for the Premises that is subject to Lessee's own account. It shall be Lessee's sole responsibility to manage such a meter within compliance of all applicable law.
- 22.2 Water. The Premises is supplied with water by a well located on the Property, owned by Lessor. Lessee shall be entitled to the water produced by said Well that is necessary to accomplish Lessee's Permitted Use and objectives, subject to local and state restrictions on water usage. In the event Lessee's usage of the water causes it to be said Well to need repair, the Lessee shall be responsible for repairs.
- 22.3 Barn PG&E. Lessee shall be responsible for one-half (1/2) of the PG&E bill for the barn shared space. The Lessor shall supply the bill to Lessee upon receipt or at least ten (10) days before it is due. Lessee shall pay Lessor its half of the bill no later than three (3) days before it is due to ensure timely payment.
23. ATTORNEY'S FEES. Should a dispute arise in connection with the enforcement any of the conditions or covenants hereof, including the collection of rent or gaining possession of the Premises, the prevailing party shall be entitled to recover from the non-prevailing party all expenses so incurred, including reasonable attorneys' fees.
24. GOVERNING LAW. This Lease shall be governed, construed, and interpreted by, through and under the laws of the State of California. Lessee hereby covenants to abide by all laws of the State of California in all his uses of the Property.
25. DISPUTE RESOLUTION.
- 25.1 Confidential Mediation. Any issue, claim or dispute that may arise out of or in connection with this Agreement (including any exhibits, addenda or other document executed in connection herewith) and which Lessor and Lessee are not able to resolve themselves by negotiation, shall be in the first instance submitted to mediation in Arbitration and Mediation Center located in Santa Rosa. Lessor and Lessee agree to use mediation to attempt to resolve such an issue, claim or dispute prior to filing any arbitration or legal proceedings in court. Lessor and Lessee will select an independent mediator agreeable to both parties and familiar with the cannabis industry. The mediator will communicate with the parties to arrange and convene the mediation process that will be most efficient, convenient, and effective for both parties. The costs of the mediation and fees of the mediator will be borne equally by Lessor and Lessee. The parties will cooperate with the mediator in coming to a reasonable agreement on the mediation arrangements which will include the time and place for conducting the mediation, who will attend or participate in the mediation and what information and written material will be exchanged before the mediation. The mediation will be conducted at a place agreeable to both Lessor and Lessee.

## COMMERCIAL LEASE AGREEMENT

25.2 Confidential Arbitration. If the parties are unable to mediate the dispute pursuant to Section 25.1 above, the claim or dispute arising out of or relating to this Agreement or the alleged breach of this Agreement (other than a claim by Lessor for unlawful detainer) shall be settled by neutral binding arbitration before a single arbitrator to be held in accordance with the rules and procedures of Arbitration and Mediation Center in Sonoma County. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the dispute. That the use of the Premises may be unlawful under federal court shall not be raised as a defense to any claim arising under the Lease. The Parties waive the right to raise such a claim of illegality and shall be and hereby are stopped from raising any such claim in any legal proceeding, whether in an arbitration or court proceeding. In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fees

\_\_\_\_\_  
Lessee's Initials

\_\_\_\_\_  
Lessor's Initials

12. SUCCESSORS AND ASSIGNS. The covenants, obligations and conditions contained in this Agreement are binding upon and shall inure to the benefit of the Parties themselves, as well as their respective representatives, successors, permitted assigns, heirs, and estates.
13. SEVERABILITY. If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by California State law.
14. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.
15. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
16. MODIFICATION. The Parties hereby agree that this document contains the entire agreement between the Parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the Parties hereto.
17. OPPORTUNITY TO CONSULT WITH COUNSEL. The Parties hereby represent and acknowledge that they have been provided with the opportunity to discuss and review the terms of this Agreement with their respective attorneys before signing it and that they are freely and voluntarily signing this document in exchange for the benefits provided herein. The Parties further represent and acknowledge that they have been provided a reasonable period of time within which to review the terms of this Agreement.



## COMMERCIAL LEASE AGREEMENT

18. NOTICE. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by both e-mail and United States certified mail, return receipt requested, addressed as follows:

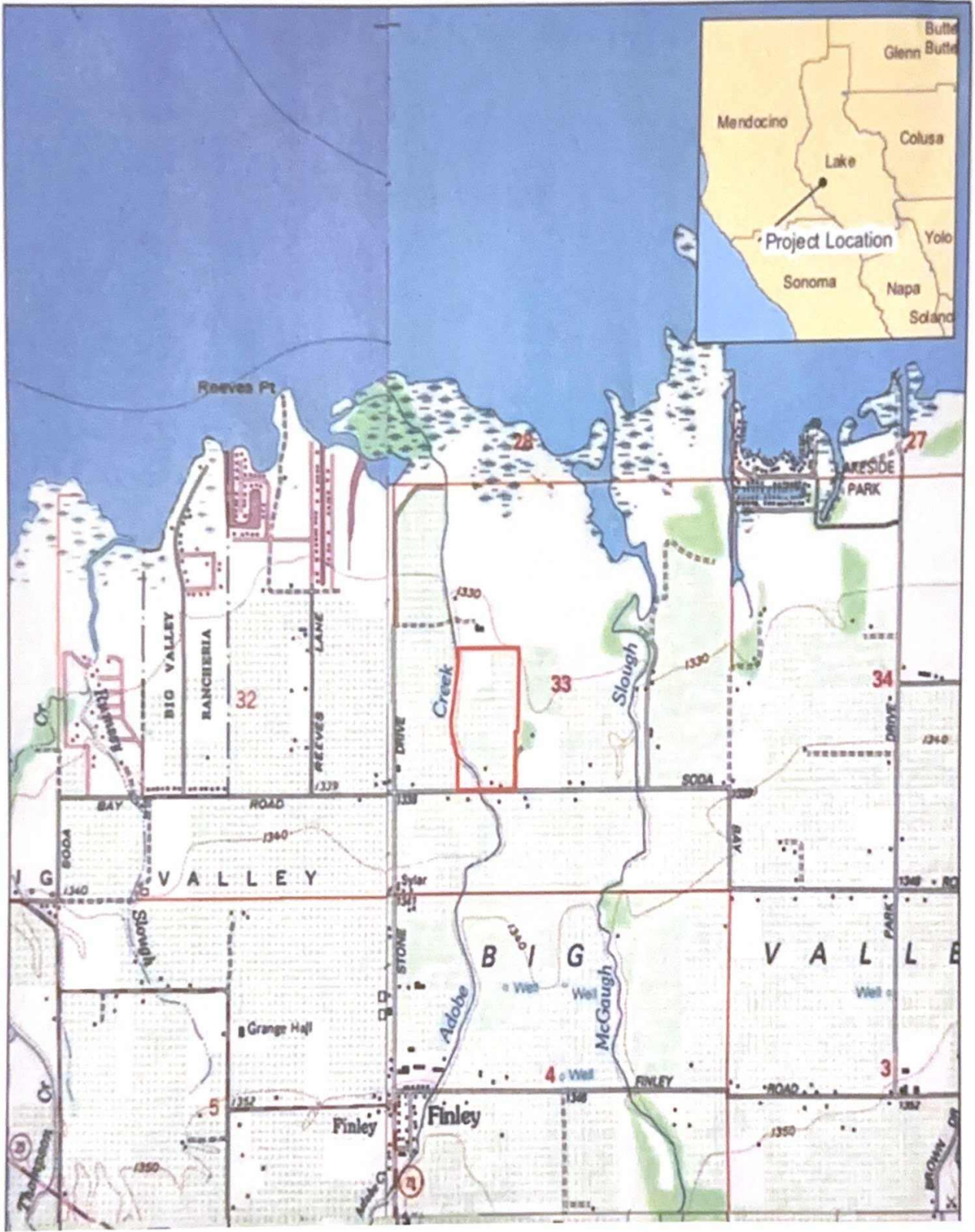
Lessor: United Investment Ventures LLC

Lessee: Legendary Farms LLC

19. COMPLETE AGREEMENT. This Lease and the attached attachment(s) constitute the complete and exclusive agreement among the Parties with respect to the subject matter herein and therein replace and supersede all prior written and oral agreements or statement by and among the Parties.

COUNTERPARTS. This lease may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which

20. Together shall constitute one and the same instrument.



COMMERCIAL LEASE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Commercial Lease Agreement, as of the day and year first above written.

LESSOR'S ACKNOWLEDGMENT

J Smith

United Investment Ventures LLC by; Justin Smith

7-1-2021

Date

M Smith

Legendary Farms LLC by; Melissa Smith

7-1-2021

Date

# Exhibit F





BA20220997230



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**LIMITED LIABILITY COMPANY**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20220997230

Date Filed: 10/18/2022

B1181-5380 10/18/2022 10:45 AM Received by California Secretary of State

Entity Details	
Limited Liability Company Name	UNITED INVESTMENT VENTURES LLC
Entity No.	201521110200
Formed In	CALIFORNIA
Street Address of Principal Office of LLC	
Principal Address	2290 SODA BAY ROAD LAKEPORT, CA 95453
Mailing Address of LLC	
Mailing Address	2290 SODA BAY ROAD LAKEPORT, CA 95453
Attention	Administration
Street Address of California Office of LLC	
Street Address of California Office	2290 SODA BAY ROAD LAKEPORT, CA 95453
Manager(s) or Member(s)	
Manager or Member Name	Manager or Member Address
<input checked="" type="checkbox"/> Justin Smith	<del>18665 Spyglass Rd Hidden Valley Lake, CA 95467</del>
<input checked="" type="checkbox"/> Melissa Pat Smith	<del>18665 Spyglass Rd Hidden Valley Lake, CA 95467</del>
<input checked="" type="checkbox"/> JUSTIN R SMITH MR	2290 SODA BAY ROAD LAKEPORT, CA 95453
Agent for Service of Process	
Agent Name	KATHLEEN NORMA DEFOSSE
Agent Address	2290 SODA BAY ROAD LAKEPORT, CA 95453
Type of Business	
Type of Business	REAL ESTATE
Email Notifications	
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Chief Executive Officer (CEO)	
CEO Name	CEO Address
<input checked="" type="checkbox"/> JUSTIN R SMITH MR	2290 SODA BAY RD LAKEPORT, CA 95453
Labor Judgment	
No Manager or Member of this Limited Liability Company has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.	

Electronic Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

*JUSTIN R SMITH*

*10/18/2022*

Signature

Date

# Exhibit G

1 DECLARATION OF ROBERT LUIS TIRADO

2 I, Robert Luis Tirado, declare:

- 3 1. My name is Robert Luis Tirado, and my birthdate is November 3, 1993.
- 4 2. My phone number is 440-308-0085.
- 5 3. Since March 2022, I have leased a portion of the property located at 2290 Soda Bay Road,  
6 Lakeport, CA 95453 from United Investment Ventures LLC, the property owner.
- 7 4. I am not now, nor have I ever been a member, manager, associate, agent, or had any other role in  
8 Legendary Farms LLC or United Investment Ventures LLC.
- 9 5. I am solely responsible for the ten (10) unpermitted hoop houses that I am informed and believe  
10 Lake County Code Enforcement identified at 2290 Soda Bay Road, Lakeport, CA 95453 on or  
11 about September 14, 2022.
- 12 6. I am solely responsible for the unpermitted cannabis cultivation that I am informed and believe  
13 Lake County Code Enforcement identified at 2290 Soda Bay Road, Lakeport, CA 95453 on or  
14 about September 14, 2022.
- 15 7. I am solely responsible for the unpermitted plumbing that I am informed and believe Lake  
16 County Code Enforcement identified at 2290 Soda Bay Road, Lakeport, CA 95453 on or about  
17 September 14, 2022.
- 18 8. Neither United Investment Ventures LLC, Legendary Farms LLC, nor any of the individuals  
19 associated with either of those entities were participants in the unpermitted hoop houses,  
20 unpermitted cannabis cultivation, or unpermitted plumbing described herein, or with any other  
21 violations related to the conduct subject to the September 14, 2022, inspection.

22 I declare under penalty of perjury that the foregoing is true and correct, except as to matters stated under  
23 information and belief, which I believe to be true. Executed on this 14 day of October 2022, in  
24 Lake County, CA.

25 Dated: 10-14-22

26 Respectfully,

27 Robert Luis Tirado  
28 Robert Luis Tirado

Declaration of Robert Luis Tirado

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

File No: \_\_\_\_\_

STATE OF California )SS  
COUNTY OF LAKE )

APN No: \_\_\_\_\_

On Oct 14, 2022 before me, SHARON BASSHAM, Notary Public, personally appeared Robert Luis Tirado

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

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

WITNESS my hand and official seal.

Signature

Sharon Bassham



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity \_\_\_\_\_

Name of Person or Entity \_\_\_\_\_

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Declaration

NUMBER OF PAGES One      DATE OF DOCUMENT 10-14-2022

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

# Exhibit H



**COUNTY OF LAKE**  
**COMMUNITY DEVELOPMENT**  
**DEPARTMENT**  
 Code Compliance Division  
 Courthouse - 255 N. Forbes Street  
 Lakeport, California 95453  
 Telephone 707/263-2382 FAX 707/263-5843

**NUISANCE ABATEMENT HEARING REQUEST FORM**  
**TO BOARD OF SUPERVISORS**  
 Pursuant to Section 13-7 of the Lake County Code

Date Request for Hearing Form was Submitted: \_\_\_\_\_  
 (Date stamp with date received)

September 1, 2023

Site Address: 2290 Soda Bay, Lakeport, CA 95453

Assessor's Parcel Number: 008-010-290

Property Owner;s Name: United Investment Ventures LLC

Mailing Address: 2290 Soda Bay, Lakeport, CA 95453

Phone: 707-526-0420 Cell \_\_\_\_\_

Tenant or Representative name (If applicable) Rogoway Law Group, A Professional Corporation

Mailing Address: 115 4th Street, Suite B, Santa Rosa, CA 95401

Reason why the property should not be considered a public nuisance: (attach extra sheets if necessary)

See Attached.

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*Joe Rogoway*  
 Signature

<p><b>FOR OFFICE USE ONLY</b></p> <p>Case Number _____</p> <p>Received By: _____</p>
--





September 1, 2023

Lake County Community Development Department  
Attn: Mireya G. Turner, Director  
255 North Forbes Street  
Lakeport, CA 95453

***Delivery via e-mail to Mireya.Turner@lakecountyca.gov***

Re: Appeal of Violation Case # ENF23-01124 (APN) 008-010-290 by Request of Administrative Hearing before the Board of Supervisors.

Ms. Turner:

United Investment Ventures LLC (“Appellant”) of the property located at 2290 Soda Bay, Lakeport, CA 95453 (APN 008-010-290 (the “Subject Property”) hereby appeals the Notice of Violation and Order to Abate (the “Notice and Order”) issued on August 17, 2023 (Violation # ENF23-01124). This appeal is timely because my office submitted this writing to your office within the 15-day appeal timeframe imposed by Lake County Code (“Code”) Section 13-7.

On August 17, 2023, the Notice and Order was issued by Norman Valdez III, Code Enforcement Program Supervisor, Community Development Department, County of Lake, for the Subject Property. The Notice and Order alleges that two steel structures on the Subject Property no longer meet the agriculture structure exemption permit standards and constitute a public nuisance. Appellant contests the allegation.

This constitutes Appellant’s written appeal submitted to the Community Development Department as required by Section 13-7 of the Code. If you have any questions, please contact my office. I Look forward to working with you on this matter. Given the seriousness of this matter, Appellant requests that enforcement be stayed during the pendency of the appeal procedure. Failure to stay enforcement would result in considerable and irreparable harm to Appellant, for which damages could not compensate.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Joe Rogoway'.

---

Joe Rogoway  
Rogoway Law Group



1 **PROOF OF SERVICE**

2 California Code of Civil Procedure section 1013, subdivision (g), and section 1010.6

3 STATE OF CALIFORNIA, COUNTY OF SONOMA

4 I am over 18 years of age and not a party to this action. My business address is:

5 Rogoway Law Group, A Professional Corporation  
6 114 4th Street, Suite B  
7 Santa Rosa, California 95401

8 My electronic service address is: [chrisclark@rogowaylaw.com](mailto:chrisclark@rogowaylaw.com).

9 I electronically served the foregoing document titled:

10 **APPEAL OF VIOLATION CASE # ENF23-01124 (APN) 008-010-290 BY REQUEST OF**  
11 **ADMINISTRATIVE HEARING BEFORE THE BOARD OF SUPERVISORS**

12 On September 1, 2023, I electronically served the document specified above as follows:

13 Mireya G. Turner, Director of Community Development Department, County of Lake at the  
14 electronic service address [Mireya.Turner@lakecountyca.gov](mailto:Mireya.Turner@lakecountyca.gov)

15 Marcus Beltramo, Code Enforcement Manager, Community Development Department, County of  
16 Lake at the electronic service address [Marcus.Beltramo@lakecountyca.gov](mailto:Marcus.Beltramo@lakecountyca.gov)

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

19 Dated: September 1, 2023

*Christopher Clark*

\_\_\_\_\_  
Christopher J. Clark

## **EXHIBIT D**



**COUNTY OF LAKE**  
**Community Development Department**  
**PLANNING DIVISION**  
 Courthouse - 255 N. Forbes Street  
 Lakeport, California 95453  
 Phone (707) 263-2221 FAX (707) 263-2225

**Planning Division Application**  
 (Please type or print)

Project name: UP 19 - 15  
 Assessors Parcel # : 008 - 010 - 290

<b>INITIAL FEES:</b>	
AB	\$1,613.00
<b>Sub Total:</b>	<b>\$1,613.00</b>
Technology recovery 2% Cost	\$20.00
General Plan Maintenance Fee	\$61.00
<b>Total:</b>	<b>\$1,694.00</b>

Zoning: Agriculture  
 General Plan: A  
 Receipt # \_\_\_\_\_  
 Initial: \_\_\_\_\_

**APPELLANT INFORMATION**

NAME: Legendary Farms LLC, United Investment Ventures LLC, Melissa Smith, and Justin Smith  
 MAILING ADDRESS: 2290 Soda Bay Road CITY: Lakeport  
 STATE: CA ZIP: 95453  
 PRIMARY PHONE: (401)-484-2751 SECONDARY PHONE: \_\_\_\_\_  
 EMAIL: legendaryfarmsnorcal@gmail.com

**PROJECT LOCATION**

ADDRESS: 2290 Soda Bay Road, Lakeport, CA 95453

PRESENT USE OF LAND:  
Cannabis Cultivation - Medium Outdoor - Adult Use

**DESCRIPTION OF PROJECT APPEALED:**

Appeal to Board of Supervisors regarding revocation of Major Use Permit UP 19-15

**SURROUNDING LAND USES:**

North: Agriculture  
 South: Agriculture  
 East: Agriculture  
 West: Agriculture

**PARCEL SIZE(S):**

Existing: 41.26 ac  
 Proposed: N/A

Existing/Proposed Water Supply: N/A  
 Existing/Proposed Sewage Disposal: N/A  
 Fire Protection District: N/A  
 School District: N/A

## At-Cost Project Reimbursement

I, Justin Smith, the undersigned, hereby authorize the County of Lake to process the above referenced appeal request in accordance with the County of Lake Code. I am paying an initial fee of \$ \$1,694.00 as an estimated cost for County staff review, coordination and processing costs related to my appeal according to the master fee schedule. **In making this initial fee, I acknowledge and understand that the initial fee may only cover a portion of the total processing costs. Actual costs for staff time are based on hourly rates adopted by the Board of Supervisors in the most current County fee schedule. I also understand and agree that I am responsible for paying these costs even if the appeal is withdrawn or not approved.**

I understand and agree to the following terms and conditions of this Reimbursement Agreement:

1. Time spent by County of Lake staff in processing my appeal and any direct costs will be billed against the available initial fee. **"Staff time" includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or correspondence to inquiries from the appellant, the appellant's representatives, neighbors and/or interested parties, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, responding to public records act requests or responding to any legal challenges related to the application. "Staff" includes any employee of the Community Development Department.**
2. If processing costs exceed the available initial fee, I will receive invoices payable within 30 days of billing.
3. I may, in writing, request a further breakdown or itemization of invoices, but such a request does not alter my obligation to pay any invoices in accordance with the terms of this agreement.

The signature(s) below signifies legal authority and consent to file an application in accordance with the information above. The signature also signifies that the submitted information and accompanying documents are true and accurate, and that the items initialed above have been read and agreed to.

Note: This agreement does not include other agency review fees or the County Clerk Environmental Document filing fees.

Name of Appellant or Appointed Designee for Payment of all At-Cost Appeal Fees:

Justin Smith, appointed designee for payment of all at-cost appeal fees

(Please Print)

Name of Company or Corporation (if applicable):

(Please Print)

Mailing Address of the Appellant or Party responsible for paying processing fees:

(If a Corporation, please attach a list of the names and titles of Corporate officers authorized to act on behalf of the Corporation)

Justin Smith, Party responsible for paying processing fees

2290 Soda Bay Road, Lakeport, CA 95453

Name:\* Justin Smith

Date: October 4, 2023

Email address: jsmith9758@yahoo.com

Phone Number: 404-484-2751

Justin Smith

JS

Signature of Appellant/ Agent\* Name

Date

*Justin Smith*

10 / 04 / 2023

Signature of Appellant

Date



**COUNTY OF LAKE**  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 Planning Division  
 Courthouse - 255 N. Forbes Street  
 Lakeport, California 95453  
 Telephone 707/263-2221 FAX 707/263-2225

**APPEAL TO BOARD OF SUPERVISORS**

Date: October 5, 2023

Project Name (if applicable): Legendary Farms LLC UP 19 - 15

Appellant's Name: Legendary Farms LLC, United Investment Ventures LLC, Melissa Smith, and Justin Smith

Appellant's Mailing Address: 2290 Soda Bay Road, Lakeport, CA 95453

Phone #: 404-484-2751

Appellant's Representative Joe Rogoway, Esq.

Phone #: 707-526-0420

Location of Project: 2290 Soda Bay Road, Lakeport, CA 95453

Assessor's Parcel Number: 008-010-290

Previous Action Taken: Revocation of Major Use Permit UP 19 - 15

Date: September 28, 2023

Reason for Appeal: (Attach extra sheets if necessary)

See Attached

Signature of Appellant/s

<b>FOR OFFICE USE ONLY</b>	
Appeal Number: _____	Related File#: _____
Fee: _____	Receipt #: _____
Date Received: _____	Received By: _____





October 4, 2023

Lake County Community Development Department  
Lake County Planning Department  
Attn: Mireya G. Turner, Director and  
Mary Claybon, Assistant Planner II  
255 North Forbes Street  
Lakeport, CA 95453

*Delivery via e-mail to Mireya.Turner@lakecountyca.gov  
and Mary.Claybon@lakecountyca.gov*

**Re: Appeal to the Board of Supervisors regarding revocation of Major Use Permit (UP 19-15).**

Dear Members of the Planning Department and the Community Development Department:

Legendary Farms LLC, United Investment Ventures LLC, Justin Smith, and Melissa Smith (“Appellants”) hereby appeal the Planning Commission’s decision on September 28, 2023, that revoked Appellant’s Major Use Permit (“UP 19-15”) associated with the property located at 2290 Soda Bay Lakeport, CA 95453 (APN 008-010-290) (the “Subject Property”). This appeal is made pursuant to Lake County Code (“Code”) section 21-60.15, within seven (7) calendar days after the decision of the Planning Commission, and all fees associated with this appeal have been duly paid to the Community Development Department.

On September 28, 2023, the Planning Commission heard, by request of Planning Director Mireya Turner (“Ms. Turner”), the Community Development Department’s recommendation to revoke UP 19-15 (the “Hearing”). In the Hearing, the Planning Commission deemed Appellants, Michael Wegner, Roberto Estrada, Karl Kohlruss, Lelani Kohlruss, and Robert Luis Tirado as the responsible persons for high-severity violations that purportedly occurred at the Subject Property, based on Ms. Turner’s Memorandum to the Planning Commission dated September 14, 2023 (the “Staff Memorandum”). As a result, the Planning Commission revoked UP 19-15. **Appellants allege the decision of the Planning Commission was in error, and they hereby appeal the Planning Commission’s decision.**

The reasons for this appeal include, but are not limited to, the following:

- (1) The Planning Director violated Appellants’ due process rights by failing to provide proper notice of the Hearing;

- (2) The Community Development Department, in the Staff Memorandum, conflated the Appellants with each other and with third parties, and improperly identified Melissa Smith as the permittee of UP 19-15;
- (3) Robert Luis Tirado (“Mr. Tirado”) was not an agent, representative or responsible person of any of the Appellants, but the Planning Commission improperly attributed conduct of Mr. Tirado to the Appellants;
- (4) It was an error for the Planning Commission to determine there was a failure of anyone to take responsibilities for high-severity violations that purportedly occurred at the Subject Property, when Mr. Tirado provided the Community Development Department with a notarized declaration, under penalty of perjury, accepting sole responsibility for the conduct resulting in CMP 22-000215 (the “Declaration”);
- (5) It was an error for the Planning Commission to selectively utilize the Declaration as the basis for attributing fault to all of the Appellants;
- (6) The Planning Commission erred in revoking UP 19-15 for violations that were promptly corrected one-year prior to the Hearing without any subsequent violations;
- (7) The Planning Commission erred in revoking UP 19-15 for violations that no longer continue to impact the environment;
- (8) Planning Commission erred in revoking UP 19-15 based on EFN23-01124, a separate alleged violation that has not been fully adjudicated, which alleged violation was attributed to United Investment Ventures LLC rather than to the holder of UP 19-15, and which is currently in the process of being abated; and
- (9) The Planning Director’s unreasonable delay in seeking revocation of UP 19-15 severely prejudiced Appellants ability to address the accusations in the Staff Memorandum.

This notice is not intended as, nor should it be constructed as, a complete statement of all the reasons for the appeal. The Staff Memorandum, as shown through Appellant’s public comments, omitted several statements of facts from the record. As such, through its investigation, Appellants may present additional reasons for the appeal to the Board of Supervisors.

This constitutes Appellants’ written appeal submitted to the Community Development Department and the Planning Department under Section 21-60.15 of the Code. In addition, pursuant to Section 21-60.15 of the Code, this appeal shall stay the proceedings and effective date of the Planning Commission’s decision until such time as the appeal has been voted on by the Board of Supervisors.

Sincerely Submitted,



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Joe Rogoway, Esq.  
Rogoway Law Group

1 **PROOF OF SERVICE**

2 California Code of Civil Procedure section 1013, subdivision (g), and section 1010.6

3 STATE OF CALIFORNIA, COUNTY OF SONOMA

4 I am over 18 years of age and not a party to this action. My business address is:

5 Rogoway Law Group, A Professional Corporation  
6 114 4th Street, Suite B  
7 Santa Rosa, California 95401

8 My electronic service address is: [chrisclark@rogowaylaw.com](mailto:chrisclark@rogowaylaw.com).

9 I electronically served the foregoing document titled:

10 **Appeal to the Board of Supervisors regarding revocation of Major Use Permit (UP19-15)**

11 On October 4, 2023, I electronically served the document specified above as follows:

12 Mireya G. Turner, Director of Community Development Department, County of Lake at the  
13 electronic service address [Mireya.Turner@lakecountyca.gov](mailto:Mireya.Turner@lakecountyca.gov)

14 Mary Claybon, Assistant Planner II, Community Development Department, County of Lake at the  
15 electronic service address [Mary.Claybon@lakecountyca.gov](mailto:Mary.Claybon@lakecountyca.gov)

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

18 Dated: October 4, 2023

19 \_\_\_\_\_  
20 Christopher J. Clark

**EXHIBIT E**



Josh Zetlin <joshzetlin@rogowaylaw.com>

**PRAR- Mr. Tirado**

**Julie Cannard** <Julie.Cannard@lakecountyca.gov>  
To: "joshzetlin@rogowaylaw.com" <joshzetlin@rogowaylaw.com>

Fri, Oct 13, 2023 at 10:27 AM

Good morning, Mr. Zetlin,

After conducting a comprehensive review of our records, we have not found any communication between *County of Lake* and Mr. Tirado with a date range of August 1, 2022, to September 29, 2023. If you should have any questions, please feel free to contact me at 1-707-263-2221 Extension 37110.

Thank you,



**Julie Cannard**  
**Helpline/Complaint Technician**  
**Department of Community Development**  
**255 N. Forbes St.**  
**Lakeport, CA 95453**  
**Phone: (707) 263-2221 x 37110**  
**Fax: (707) 263-2225**  
**Email: [julie.cannard@lakecountyca.gov](mailto:julie.cannard@lakecountyca.gov)**

**STAY CONNECTED:**





Josh Zetlin &lt;joshzetlin@rogowaylaw.com&gt;

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**PRAR-Mr. Tirado, Luis, Robert**

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**Julie Cannard** <Julie.Cannard@lakecountyca.gov>  
To: "joshzetlin@rogowaylaw.com" <joshzetlin@rogowaylaw.com>

Fri, Oct 27, 2023 at 4:14 PM

Dear Mr. Zetlin,

In response to your request for all records concerning communication and correspondence for Mr. Tirado, sent, or received by the county, covering the period from August 1, 2022 through September 29, 2023, we regret to inform you that our extensive efforts yielded zero results. We diligently pursued multiple avenues to fulfill your request, including reaching out to Verizon Wireless for any relevant records, conducting a thorough examination of our IT department's communication logs, and meticulously reviewing a code enforcement cell phone for any communications linked to the cell phone number 440-308-0085. After exhausting all these investigative efforts, we can confirm that there are no records or communications in our possession pertaining to Mr. Tirado for the specified timeframe. We hope this addresses your request appropriately. If you have any further questions or require assistance, please do not hesitate to contact us.

Sincerely,

**Julie Cannard****Helpline/Complaint Technician****Department of Community Development****255 N. Forbes St.****Lakeport, CA 95453****Phone: (707) 263-2221 x 37110****Fax: (707) 263-2225****Email: [julie.cannard@lakecountyca.gov](mailto:julie.cannard@lakecountyca.gov)****STAY CONNECTED:**





## **EXHIBIT F**



July 11, 2024

***VIA EMAIL ONLY***

To: Nicole Johnson, Deputy County Counsel  
Lake County Counsel's Office  
255 N. Forbes St. #320  
Lakeport, CA 95453  
Email: [Nicole.johnson@lakecountyca.gov](mailto:Nicole.johnson@lakecountyca.gov)

CC: Mireya G. Turner MPA, Director  
County of Lake, Community Development Department  
255 N. Forbes St. #330  
Lakeport, CA 95453  
Email: [Mireya.turner@lakecountyca.gov](mailto:Mireya.turner@lakecountyca.gov)

**RE: County of Lake's Unlawful Revocation of UP 19-15; Failure to Adhere to Mandatory Procedural Requirements For High Severity Violations, Violations of Constitutional and Statutory Notice Requirements, Violations of Appellants' Due Process Rights, County's *Ultra Vires* Actions, Appellants' Demand to Set Aside County's Void Acts or Mandamus will Lie**

Deputy County Counsel Johnson:

**I. Introduction**

The County of Lake, California, through the Lake County Counsel's Office ("County Counsel"), the Community Development Department ("CDD"), the Director of CDD, Ms. Mireya Turner ("Ms. Turner"), and the Lake County Planning Commission ("Planning Commission"), as well as other persons, departments, and agencies associated therewith, (collectively, the "County"), continue to pursue a grossly mismanaged action for alleged "High Severity Violations" ("HSV"), brought by the County pursuant to Chapter 13 of the Lake County Code ("LCC") against the holder of Major Use Permit UP 19-15, Legendary Farms LLC ("Legendary"), the owner of the real property located at 2290 Soda Bay Road, Lakeport, California 95453 ("Subject Property"), United Investment Ventures LLC ("United"), Michael Wegner, an individual ("Wegner"), Justin Smith, an individual ("J. Smith"), Roberto Estrada, an individual (hereinafter "Estrada"), Karl Kohlruss, an individual ("Mr. Kohlruss"), and Melissa Smith, an individual ("M. Smith") (J. Smith, M. Smith, Legendary, and United, collectively hereinafter referred to as the "Appellants").

This matter, including the appeal of the decision to revoke UP 19-15, arises from a Notice of Violation (defined below) issued on September 14, 2022, to Appellants, amongst

others. As articulated herein below in detail, Appellants emphatically object to the County's actions in this matter, for reasons including, but not limited to, the following:

1. The County's refusal to adhere to Lake County Code §§ 13-56.2 and 13-56.3, which control the hearing procedure for High Severity Violations.
2. The failure of Director of the Community Development Department to perform an "Initial Review", as required by Lake County Code § 13-56.2.2, which renders subsequent County actions void.
3. The Planning Commission's lack of authority to conduct a hearing pursuant to Lake County Code Chapter 21, over alleged High Severity Violations, making the Planning Commission hearing here, *ultra vires*. Accordingly, the resulting Planning Commission decision was void and must be set-aside, or Mandamus lies.
4. The County's disregard of centrally material exculpatory evidence and County's use of material misstatements concerning the County's attempts, and lack thereof, to contact Mr. Tirado, require invalidating the Planning Commission's revocation of UP 19-15 (See, e.g., *B. W. v. Bd. of Medical Quality Assurance* (1985) 169 Cal. App. 3d 219).
5. The County unlawfully advancing the Board of Supervisors ("BOS") hearing and by providing grossly deficient notice, the County repeatedly violated Appellants' rights, and the BOS should not proceed as set.
6. The deprivation of Appellants' rights by County through misplaced reliance on inapplicable Lake County Code § 21-60.10, et seq., because High Severity Violations subject to the more rigorous hearing procedure set forth in Lake County Code § 13-15.2.8, which procedure for the adjudication of High Severity Violations includes important rights such as the right to call witnesses for direct examination and to confront witnesses through cross-examine, and to present and confront evidence brought by the County against Appellants, and which also necessitate different scheduling considerations than the County has implemented here.
7. Although no monetary penalties are sought by County, the County's improper action seeking non-monetary administrative penalties, such as revocation of UP 19-15 and the permanent ineligibility for County-issued commercial cannabis permits due to the "High Severity Violations" for alleged violations which were voluntarily abated within 24 hours is in contravention of Lake County Code §§ 13-48.3, 13-50.2 and 13-54.
8. The form of the County's Notice of Public Hearing regarding the appeal to the Board of Supervisors is improper and it violates applicable procedural requirements.
9. Compulsory hearing procedure for High Severity Violations pursuant to Lake County Code § 13-15.2 will subject Ms. Mireya Turner to substantial scrutiny for her egregious conduct in this matter, including, but not limited to, Ms. Turner's making knowingly material misrepresentations to the Planning Commission, in violation of the rights of

Appellants, Ms. Turner's unilateral advancement of the hearing date in violation of law, her inconsistent and arbitrary granting or denying of continuances of BOS hearing. As requested by Counsel for Appellant Estrada, are lawless and designed to give Ms. Turner ability to evade under-oath examination, subject to penalty of perjury; all in gross violation for County, State, and Federal Law and constitutes unequivocal violations of rights of Appellants.

10. Various other statutory and legal violations committed by the County.

For the reasons discussed herein, the Planning Commission hearing was an arbitrary, capricious and wholly improper action. And continuing the process under LCC Chapter 21 represents further arbitrary and capricious acts by the County. Accordingly, the County should stipulate to set aside the *ultra vires* decision of the Planning Commission to revoke UP 19-15, and the County should agree to follow the mandates of LCC §§ 13-56.2 and 13-56.3 for any future proceedings in this matter.

If the County continues proceeding in an arbitrary and capricious manner, in contravention of controlling authorities, Appellants will be left with no choice but to seek relief in Court, including possibly via writ of mandate, and Appellants will seek an award attorney's fees pursuant to California Government Code § 800.

## **II. Statement of Facts**

### **A. This Matter Arose from Conduct by a Third Party, Robert Luis Tirado, that Appellants Could Not Prevent or Control.**

Factually, this matter arises from violations alleged by the County to have occurred on or about September 14, 2022, when representatives of the County went to the Subject Property for Appellant Legendary's annual inspection pursuant to the conditions of approval for UP 19-15.

The conduct at issue underlying the alleged HSV is, in essence, derived from an unpermitted hoop house, which contained unpermitted cannabis, which hoop house was located on a different portion of the Subject Property than Legendary's leased premise for its permitted and licensed commercial cannabis cultivation business.

On September 14, 2022, the County issued a "Notice of Violation and Notice of Nuisance and Order to Abate" (the "Notice of Violation") relating to this conduct.

Immediately following the issuance of the Notice of Violation, Appellants communicated with the County through this law firm. Ms. Turner and Deputy County Counsel Carlos Torrez, Esq. ("Deputy County Counsel Torrez") communicated the County's position to Appellant's counsel. At that time, Appellants first presented the County with the most singularly material item of evidence in this case, the notarized, sworn statement, in the form of a declaration, by Mr. Robert Luis Tirado (the "Tirado Sworn Statement" and "Mr. Tirado", respectively; the Tirado Sworn Statement is attached as **Exhibit "A"**).

Through the Tirado Sworn Statement, Mr. Tirado admitted sole responsibility for the cultivation at issue underlying the HSV (the “Tirado Cannabis Cultivation”).

Additionally, Mr. Tirado, in the Tirado Sworn Statement, declared that Appellants were not involved with, and did not have knowledge of, the Tirado Cannabis Cultivation. In his declaration, Mr. Tirado also included his phone number with the express instruction for County to contact him if the County had any questions.

The County did not formally respond to Appellants’ production of the Tirado Sworn Statement, other than Deputy County Counsel Torrez claiming, without apparent basis, during a phone call with Appellants’ counsel in 2022, that he, Deputy County Counsel Torrez, “doesn’t buy it”; ostensibly referring to his belief as to a lack of veracity of the Tirado Sworn Statement.

Appellants’ counsel then asked Deputy County Counsel Torrez to specify any information that he may have had concerning his stated belief as to the veracity of the Tirado Sworn Statement and Appellants’ counsel also asked Deputy County Counsel Torrez to provide any evidence that he possessed which he believed contravened the Tirado Sworn Statement. Deputy County Counsel Torrez declined to do so.

The County, thereafter, initiated no action to revoke UP 19-15, and initiated no communication with Appellant, concerning this matter, for nearly one year<sup>1</sup>.

**B. The County, Through Ms. Turner, Retaliated Against Appellants by Setting a Hearing Before the Planning Commission.**

After this significant passage of time, without any action or communication by the County, and with no apparent pursuit of the HSV, Appellants, through counsel sought to progress various permits that the County was requiring Legendary to obtain relevant to UP 19-15.

On August 18, 2023, Appellants sent correspondence to the County addressing and criticizing the County’s failure to process these ancillary permits that the County was requiring of Legendary (the “August 18 Letter”).

Then, as a part of the County’s response to Appellant’s August 18 Letter, on that same day, within the same email responding to the August 18 Letter, Ms. Turner advised Appellants that the County was seeking revocation of UP 19-15 and that Ms. Turner was scheduling a hearing before the Planning Commission in order to do so. Ms. Turner further advised that if the Planning Commission finds that a HSV occurred, the parties deemed responsible for the HSV would be “permanently ineligible to obtain any cannabis operation permits in Lake County”. Therefore, Ms. Turner advised that the CDD, which she directs, would not support any of the permits Appellant addressed in the August 18 Letter.

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<sup>1</sup> Appellant reserves any and all defenses related to applicable statute of limitations although not discussed further herein.



The circumstances of Ms. Turner’s August 18, 2023 same-day response on behalf of the County, to Appellant’s August 18 Letter expressing concern regarding the County’s failure to advance the ancillary permit applications, conveyed by Ms. Turner, who directs the department responsible for processing the ancillary permit applications, was startling. At the time that Appellants conveyed their August 18 2023 letter to the County, Appellants had concluded that the County was not moving forward with any violation proceedings due to the nearly one year which had elapsed since the Notice of Violation was issued to Appellants, and because the Tirado Sworn Declaration constituted an admission, under penalty of perjury, that Mr. Tirado claimed sole and complete responsibility for the hoophouse, and the unpermitted cannabis plants he was cultivating within the hoophouse underlying the alleged HSV.

This appears to be a demonstrable event of retaliation, by the County, through Ms. Turner, against Appellants and in violation of Appellants’ right due to Appellants’ August 18 Letter expressing criticism of the County’s permit processing delays. Evidently, Ms. Turner took umbrage at Appellant’s critique of the County’s permit processing, which Ms. Turner apparently perceived as critique of the CDD, and implicitly, a critique of Ms. Turner as well.

C. The Planning Commission, Without Legal Authority to Hold Hearings and to Make Determinations Concerning HSVs, Abused its Discretion by Doing So in this Matter.

On September 28, 2023, Ms. Turner brought this matter before the Planning Commission and requested that the Planning Commission make the findings required to revoke UP 19-15 and deem Appellants, and others, as “Responsible Parties”, thereby rendering Appellants permanently ineligible for cannabis operating permits in the County.<sup>2</sup>

The County, through Ms. Turner, acted through deception and misdirection throughout the process. Ms. Turner’s presentation to the Planning Commission, which could be viewed as a “master class” of deception and gamesmanship, wherein she repeatedly *conflated Appellant United and Appellant Legendary*, so as to depict them as one in the same, without producing any of the kinds of evidence that a court of competent jurisdiction would require in order to sustain a finding of *alter ego*. By conflating Legendary, the permit holder, with United, the owner of the Subject Property, Ms. Turner sought, through confusion and misdirection, to have Legendary found to be responsible for conduct that legally, it had no ability to prevent or control as to the conduct of a different tenant, subject to a different lease, on a different portion of the Subject Property.

The Planning Commission adopted each of the findings requested by Ms. Turner and found that a HSV had occurred and that all parties alleged by Ms. Turner to be responsible for the HSV, including Appellants, were “Responsible Parties” pursuant to the terms of LCC Ch. 13. Alarming, Mr. Tirado, who is not a party to this action, and who had not received any notice of the public hearing before the Planning Commission, or notice the County was seeking to make him permanently ineligible for cannabis operations permit, was, *sua sponte*, deemed by the Planning Commission to be a “Responsible Party” for the HSV despite the fact that the Planning

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<sup>2</sup> Despite participating in the Planning Commission hearing, Appellants do not concede that LCC Chapter 21 was the proper procedure.

Commission had not jurisdiction to take any action as to Mr. Tirado aside from the larger ultra vires issues as discussed herein.

D. Ms. Turner Made Knowingly False Statements Regarding her Claimed, Multiple Attempts to contact Mr. Tirado, Which Attempts Did Not Occur, in Violation of Appellants Rights.

In issuing its decision to find a HSV here and to revoke UP 19-15, the Planning Commission relied upon the presentation by Ms. Turner as to the facts and law at issue. During the course of her presentation, Ms. Turner repeated, emphatically, that she, and other personnel from CDD, as well as personnel from other County departments, called the number Mr. Tirado provided in his declaration but could not reach Mr. Tirado despite their multiple attempts to do so.

These statements by Ms. Turner were false, and Ms. Turner knew these statements were false when she made them, which is obvious because she referred to calls that she, herself, did not make but falsely claimed that she did make.

The Planning Commission unquestioningly relied upon these misrepresentations of Ms. Turner and, without any scrutiny whatsoever, expressly adopted the false content of these misrepresentations, as if they were true, in their discussion of the matter and in their findings. Ultimately, the Planning Commission entirely discounted the Tirado Sworn Statement because they took Ms. Turner at her word and believed the intentionally false narrative invented by Ms. Turner that she, and other County officials, tried many times to contact Mr. Tirado, but that Mr. Tirado was unresponsive. At the Planning Commission hearing, various Planning Commissioners stated, in essence, that if Mr. Tirado could not be reached by the County to confirm the contents of the Tirado Sworn Statement, then the sworn statement could not be believed and would not be considered by the Planning Commission (except that, as discussed herein, those same sworn statements were used as the sole basis to make findings adverse to Mr. Tirado).

In consideration of the evidence presented by Ms. Turner, including her false statements that she, and other personnel at different departments of the County, attempted to contact a Mr. Tirado, but were unsuccessful, the Planning Commission granted the relief sought by Ms. Turner as discussed herein.

Subsequent to the ultra vires Planning Commission hearing, the County admitted, in their response to Appellants' Public Records Act Request (hereinafter referred to as "PRAR") that the County had no records of any attempts, by anyone associated with the County, to contact Mr. Tirado prior to the Planning Commission hearing to revoke UP 19-15.

Specifically, in response to Appellants' PRAR, the County admitted that, after an exhaustive and diligent search, including on the personal devices of County employees, *the*

***County could find no record of any County employees ever having attempted to contact Mr. Tirado.*** (See copies of emails from the County, attached **Exhibit “B”**.)<sup>3</sup>

Ms. Turner knew, at the time that she told the Planning Commission that she had personally attempted to reach Mr. Tirado, that this statement was not true, because, obviously, Ms. Turner knew that she made no such attempts. Evidently, Ms. Turner cannot be taken at her word.

Instead of telling the Planning Commission the truth, that the County, for the over one year that had elapsed since first obtaining the Tirado Sworn Statement, to the date of the Planning Commission Hearing, did not attempt to contact Mr. Tirado, and let the process play out subject to the evidence presented, Ms. Turner proceeded with a “win at any costs approach” and knowingly made these material misstatements to the Planning Commission in the hopes that her deception would cause her to prevail in the action that she has initiated and prosecuted against Appellants.

While Ms. Turner’s motive for lying to the Planning Commission is not the central issue subject to this proceeding, it is relevant to show that Ms. Turner appears to have commenced a crusade against Appellants, which is demonstrated by her willingness to lie to the adjudicative body that she selected, in contravention of clearly applicable law, as discussed herein, regarding the most significant exculpatory item of evidence in favor of Appellants.

It appears that Ms. Turner’s first priority is to use her position as Director of the County’s permitting department, CDD, to violate Appellants rights, and to oppress Appellants more generally. It also appears that Ms. Turner’s second priority is in gaming the County’s different hearing procedures to protect her own, individual interests, which, relevant to this issue, is to evade under oath testimony where Appellants will have the opportunity to confront her over her lies to the Planning Commission as discussed herein.

The County’s interests, in pertinent part, are in ensuring that its process are fair and conducted pursuant to the relevant authorities, thereby protecting the rights the People of the County of Lake and all those who come before the County, including Appellants. Ms. Turner continues to evidence that her interests, are not those of the County and that by pursuing this action in furtherance of her own individual interests, as discussed herein, and not pursuing those of the County, Ms. Turner is conflicted and her continued role in these proceedings, in not her continued role as Director of CDD, is injurious to the People of the County of Lake, injurious to County itself, injurious to Appellants and anyone who may ask questions or express perceived criticism of Ms. Turner, and injurious to Ms. Turner, herself.

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<sup>3</sup> These include a representation by the County, that “[i]n response to your request for all records concerning communication and correspondence for Mr. Tirado, sent, or received by the county, covering the period from August 1, 2022 through September 29, 2023, we regret to inform you that our extensive efforts yielded zero results. We diligently pursued multiple avenues to fulfill your request, including reaching out to Verizon Wireless for any relevant records, conducting a thorough examination of our IT department’s communication logs, and meticulously reviewing a code enforcement cell phone for any communications linked to the cell phone number 440-308-0085. After exhausting all these investigative efforts, we can confirm that there are no records or communications in our possession pertaining to Mr. Tirado for the specified timeframe.”

E. Following Appellant’s timely Appeal of the *Ultra Vires* Planning Commission Decision, and the timely filing of Appellant’s Appeal of the Planning Commission’s Decision, Parties Entered into Settlement Discussions Where More County Gamesmanship Ensued.

On October 3, 2023, Appellants filed a timely appeal of the Planning Commission’s decision. Subsequently, the County, through Ms. Turner, Deputy County Counsel Torrez, and Deputy County Counsel Nicole Johnson, Esq., engaged in settlement discussions with Counsel for Appellants. During these discussions, Deputy County Counsel Torrez, in a nearly shouting, raised voice, emphatically argued that the County had, in fact, called the number provided by Mr. Tirado multiple times and was unsuccessful in reaching him. When Counsel for Appellant requested additional information supporting this claim, Deputy County Counsel Torrez refused to do so, and instead continued to belligerently repeat his unsupported, factually inaccurate, and entirely ignorant claim which had already been discredited by the County. Deputy County Counsel Torrez, as of the drafting of this correspondence, has never provided a single smidgen of evidence to support his nonsensical claims, which claims, his employer, and County, have admitted are not true in its Response to Appellants’ PRAR.

At the conclusion of the settlement discussion, Ms. Turner stated that she would further consider and was likely to support, a possible proposed resolution which would not include a High Severity Violation. Ms. Turner later responded to Appellant’s counsel and advised that there would be no settlement and that the BOS hearing would be moved to July 23, 2024.

F. Improper and Late Notice from the County About the BOS Hearing.

On July 8<sup>th</sup>, 2024, Appellants first received an undated “Notice of Public Hearing” from the County, delivered to Appellants’ counsel, by U.S. Mail, purportedly notifying Appellants that a hearing before the County’s BOS, appealing the *ultra vires* and legally void decision by the Planning Commission, had been advanced and would occur on Tuesday July 16, 2024, at 1:30 p.m. In contravention of State and County law, this “Notice of Public Hearing” was received less than 10 days before the hearing date, it did not state that the hearing would occur at a regularly scheduled meeting of the Board of Supervisors, and it did not state that a public notice would be published in a newspaper of general circulation.

G. The County Incorrectly Asserts that the Procedure in LCC Chapter 21, Rather Than LCC Chapter 13, Governs Appeals of High Severity Violations, Possibly to Let Ms. Turner Avoid Testifying.

Although the County has expressly relied upon LCC Ch. 13, enacted through Ordinance 3112 (hereinafter “Ord. 3112”, which is the ordinance creating HSV), in order to allege the HSV in this action, the County has ignored the provisions of the same ordinance, Ord. 3112, and the corresponding provisions of the LCC, which set forth the exclusive and compulsory administrative appeals hearing procedure for HSVs.

Instead, the County, through both Ms. Turner and Deputy County Counsel Nicole Johnson, Esq. (“Deputy County Counsel Johnson”), have boldly claimed that a different and

inapplicable hearing procedure contained within Chapter 21 of the LCC, applies here without any reference whatsoever to LCC 13-56.3.4, which, as discussed further below defines the exclusive and controlling hearing procedure for the County's administrative appeals of High Severity Violations.

H. Ms. Turner's Uneven, yet, Unbridled Pursuit of Appellants and the Personal Conflicts Her Pursuit have Created, Continue to Drive this Unlawful Process Causing Damages to Appellants and Causing County Incur Liability.

Amongst other things, Ms. Turner has a personal interest in these proceedings, which conflicts with the County's interests in these proceedings. Ms. Turner has a substantial interest in not being compelled to testify under oath because of the proven and malicious lies that she made to the Planning Commission. In pursuit of her personal goal to avoid this under oath testimony, Ms. Turner has intentionally mis-advised, in her official capacity and under color of law, that the LCC Ch. 21 hearing process rather than the process delineated in the Ord. 3112, concerning HSVs applies, and she has noticed the hearing before the BOS accordingly.

In so doing, and amongst other things, Ms. Turner, has put her personal interests in avoiding consequences for her knowingly false and material misstatements made in this matter, above her obligations to faithfully carry out the duties of her official capacity as Director of CDD, including, but not limited to, official guidance that she provides to other County officials and to Appellants, her official acts of scheduling hearings, and her official acts of conducting hearings and otherwise taking action against use permits and use permit holders, or in declining to do so.

Through Ms. Turner making knowingly false mis-statements, selecting incorrect provisions from different Chapters of the LCC to attempt to avoid being formally confronted with her knowing, false, and material misstatement, and other things that she has done in this matter, Ms. Turner, in addition to rendering the County's acts void, as discussed herein, has destroyed Appellant Legendary's business, greatly diminished the value of the Subject Property owned by Appellant United, and made J. Smith and M. Smith permanently ineligible for cannabis permitting in the County.

Ms. Turner's outrageous misconduct while in County office and the resulting injuries to Appellants and to the rule of law, potentially render Ms. Turner personally liable for her acts under the color of law, which have thus far, far exceeded any cognizable limited legal authority she may have in her official capacity.

### **III. Discussion**

A. The County Violates its Own County Code in Utilizing Hearing Procedures found within LCC Chapter 21; LCC §§ 13-56.2 and 13-56.3 Control the Hearing Procedure for High Severity Violations.

“In revoking a permit lawfully granted, due process requires that [the County] act only upon notice to the permittee, upon a hearing, and upon evidence substantially supporting a

finding of revocation.” (*City of San Marino v. Roman Catholic Archbishop of Los Angeles* (1960) 180 Cal. App. 2d 657, 669)

LCC §§ 13-56.2 and 13-56.3, enacted through Ord. 3112 by the BOS, expressly govern the process for administrative appeals of alleged HSVs, delineating the review process which goes from an Initial Review of the alleged HSV by Mr. Turner then directly to the BOS for the appeal hearing. These LCC sections are attached here as **Exhibit “C”**.

In a June 20, 2024 email from Deputy County Counsel Johnson to Kali Perkins, Esq., counsel for Estrada, Deputy County Counsel Johnson incorrectly cited LCC § 21-58 as controlling the hearing process for HSVs. (A copy of these emails are attached here as **Exhibit “D”**.) However, LCC § 21-58 does not apply to administrative appeals for HSVs.

HSV are expressly controlled by LCC § 13-56.2.1 which directs the administrative appeals process for HSVs to be conducted pursuant to LCC § 13-56.3.

LCC § 13-56.3, entitled “*Administrative appeal-Expedited Hearing Process for High Severity Violations*” delineates the filing requirements (56.3.1), consequences for failing to submit a sufficient Request for Administrative Hearing (56.3.2), and Hearing Date and Notice of Hearing (56.3.3).

Additionally, LCC § 13-56.3.4 states: “*With the exception noted herein in subsections 56.3.2 and 56.3.3, the hearing procedure shall adhere to the requirements of Section 13-56.2 herein.*” (Emphasis added.)

Therefore, as is clearly set forth in LCC § 13-56.3.4, the administrative appeal hearing process controlling the HSV alleged by the County here shall adhere to the hearing procedure of LCC § 13-56.2. This is unambiguous and mandatory.

Notably, LCC § 13-56.2.8, entitled “*Procedures at the Administrative Hearing,*” states, in pertinent part:

***“Each party shall have the opportunity to testify, cross-examine witnesses and present witnesses and evidence in support of his or her case. Written and oral evidence submitted at the hearing shall be submitted under penalty of perjury. Documentary and other tangible evidence must be authenticated to the satisfaction of the Board of Supervisors.*** (see LCC § 13-56.2.8(e)) (emphasis added.)

Therefore, the process that Deputy County Counsel Johnson described for the upcoming BOS hearing, in the June 20, 2024 email to Ms. Perkins, which mirrors prior incorrect claims by Ms. Turner, is also incorrect, and inapplicable to this matter.

Appellants intend to present a fulsome response to the BOS, where Ms. Turner, Deputy County Counsel Torrez, Mr. Tirado, and others will be called as witnesses. The witnesses will be testifying under penalty of perjury, and evidence will be presented. The County, through the actions of Ms. Turner, Deputy County Counsel Torrez and Deputy County Counsel Johnson, is



attempting to suppress Appellant's ability to avail themselves of the rights the BOS afforded to Appellants when the BOS enacted Ord. 3112.

B. The Director of the CDD Failed to Perform the "Initial Review", as Required by Lake County Code § 13-56.2.2, Rendering Subsequent County Actions Void.

As discussed herein, Chapter 13 of the LCC mandates the administrative hearing procedure for HSVs. Sec. 13-56.2.2 states as follows:

*"Initial Review. The Responsible Person may contest an Administrative Citation no later than ten (10) calendar days after the Administrative Violation is served. The appeal request must be in writing, specifying the basis for the appeal in detail, and filed with the administrative processing agency as indicated in the Administrative Citation.*

*The Initial Review **will be completed** by the head official of the Issuing Department or their designee."* (Emphasis added.)

The Initial Review required to have been conducted at the outset of this matter, pursuant to Sec. 13-56.2.2, did not occur, rendering the subsequent actions by the County, with respect to the revocation of UP 19-15, void. When the state or local government imposes particular statutory requirements, it does not intend for them to be disregarded. (*Cox v. California Highway Patrol* (1997) 51 Cal.App.4th 1580, 1587.)

This demonstrates the County's failure to follow its own enacted process to adjudicate administrative appeals of HSVs, as contained within LCC Chapter 13. As noted herein, LCC Chapter 13 contains the express and exclusive hearing process administrative appeals of HSVs. The County has not followed the mandatory process in this matter because, as discussed above, and amongst other things, the County, through Ms. Turner, did not perform the requisite Initial Review as required by the LCC.

Instead of conducting the requisite Initial Review, Ms. Turner diverted this appeal out of the legal process, which she officiates as Director of CDD, and placed this matter with the Planning Commission, which lacks legal authority to hear and decide matters involving HSV appeals, in order to obtain a determination that Appellants had committed a HSV. This is despite the legal certainty that the Planning Commission has no legal authority to preside over HSV appeals, nor does the Planning Commission have any legal authority to render any decisions as to alleged HSVs. This fatal flaw at the outset, the disregard of the mandatory Initial Review, makes all subsequent County acts void.

C. Planning Commission is Without Authority to Conduct a Hearing Over an Alleged High Severity Violation, Making the Planning Commission Hearing Here *Ultra Vires*; The Resulting Decision will be Void and must be Set-Aside, Mandamus Lies.

As stated above, LCC § 13-56.2 delineates the exclusive and mandatory hearing process for the administrative appeal of HSVs, and Section 13-56.2 does not allow for a hearing before the Lake County Planning Commission, nor does it allow for the Planning Commission to make

any determinations with respect to HSVs. Instead, the applicable LCC section states that “[a] Responsible Person(s) may request an Administrative Hearing *before the Board of Supervisors*.” (LCC § 13-56.3, emphasis added). Because of this, the Planning Commission’s hearing, and the resulting decision in this matter, were both *beyond the legal authority of the Planning Commission*, and thus, *ultra vires*.

As a result of the Planning Commission *ultra vires* acts, the Planning Commission’s decision in this matter is void. And an administrative mandate will lie to nullify void acts. (*American Federation of Labor v. Unemployment Ins. Appeals Bd.* (1996) 13 Cal. 4th 1017, 1042). It is well settled that administrative agencies have only the powers conferred on them, either expressly or by implication, by Constitution or statute. (*Ferdig v. State Personnel Bd.* (1969) 71 Cal.2d 96, 103). “When an administrative agency acts in excess of the powers conferred upon it, its action is void.” (*B. W. v. Board of Medical Quality Assurance* (1985) 169 Cal. App. 3d 219, 234).

When “statutory procedures [are] designed to protect individuals who are the subjects of adverse governmental action . . . a failure [by the government] to comply with applicable procedures invalidates any sanctions taken against [the individuals].” (*People v. McGee* (1977) 19 Cal. 3d 948, 955.) Here, the LCC protects valuable permit rights by establishing an individual right to contest administrative citations through administrative hearings before the BOS. (LCC § 13-56.2.) Through this procedure, individuals, namely the “Responsible Persons”, possess among other things, “the opportunity to testify, cross-examine witnesses, and present witnesses and evidence in support of his or her case.” (LCC § 56.2.8).

Thus, it is in the interests of all parties for the County, including to protect valuable individual rights and to preserve County resources, to stipulate to set aside the Planning Commission’s determinations of any issues it decided during the *ultra vires* hearing in this matter, rather than to force, potentially multiple parties to this action, to commence administrative mandate proceedings to nullify the County’s void acts.

D. The County’s Disregard of Exculpatory Evidence and Lies About Factual Matters Require Invalidating the Planning Commission’s Revocation of UP 19-15.

The County’s disregard of the exculpatory Tirado Sworn Declaration, overreach in naming Mr. Tirado a “Responsible Party” for the HSV, and false testimony by Ms. Turner at the Planning Commission hearing, require invalidating the Planning Commission’s revocation of UP 19-15. (See, e.g., *B. W. v. Bd. of Medical Quality Assurance* (1985) 169 Cal. App. 3d 219, 234 [“[T]he Board exceeded its power by such use [of improper evidence], making its decision void.”]; *Aylward v. State Bd. of Chiropractic Examiners* (1948) 31 Cal. 2d 833, 839 [“Where a board’s order is not based upon a determination of fact, but upon an erroneous conclusion of law, and is without the board’s authority, the order is clearly void and hence subject to collateral attack, and there is no good reason for holding the order binding.”])

Here, in deeming Mr. Tirado a “Responsible Party” for the HSV, the Planning Commission clearly acted outside of its legal authority. Because Mr. Tirado is not a party to the action, he was not provided with any notice that the County would subject him to any action. The

Planning Commission had no jurisdiction over Mr. Tirado for these and other reasons, not the least of which is the Due Process Clause enshrined in the U.S. Constitution.

Appellants also contend the Planning Commission relied on improper evidence and abused its discretion by using certain provisions of the Tirado Sworn Statement as the basis for adverse findings against Mr. Tirado (who, as discussed above, is not a party to this action and therefore not subject to the jurisdiction of the Planning Commission), while disregarding the fact that those same exact statements within the Tirado Sworn Statement exculpate Appellants.

Put another way, the County cannot have it both ways, where the Planning Commission would make findings and take punitive actions based on the contents of the same sworn statement that the County entirely discounted for exculpatory purposes. If the County gave the Tirado Sworn Statement the same weight for exculpatory purposes as it did for inculpatory purposes, it would relieve Appellants of responsibility for the violations underlying this matter. This issue, therefore, demonstrates an abuse of discretion by the Planning Commission, which acted arbitrarily and without legal authority.

Additionally, Ms. Turner's lies to the Planning Commission about attempts to contact Mr. Tirado, which Ms. Turner knew to be false when she made those statements, void the Planning Commission decision. As noted above, in response to Appellants' PRARs, the County went to great lengths, including "reaching out to Verizon Wireless for any relevant records, conducting a thorough examination of our IT department's communication logs, and meticulously reviewing a code enforcement cell phone for any communications linked to the cell phone number 440-308-0085" to investigate and validate Ms. Turner's claimed attempts to reach Mr. Tirado. (See Exhibit "B"). However, by the County's own admission, **it possessed no record of any County employees ever having attempted to contact Mr. Tirado.**

The County's lack of "unsubstantiated determinations", through relying on Ms. Turner's lies about attempting to contact Mr. Tirado, and the selective use of the Tirado Sworn Testimony, as opposed to the to find that the evidence exculpates the Appellants, represent arbitrary and capricious act. (See e.g., *Atkinson v. Dep't of Motor Vehicles* (2024) No. F081372, 2024 WL 3084511 ["unsubstantiated determinations (such as findings based on speculation or conjecture instead of sufficient evidence) can qualify as arbitrary conduct."])

E. County's Unlawful Advancement of the Hearing, and the Grossly Insufficient of Notice Provided by the County, Violated Appellants' Rights; The Hearing Cannot Proceed as Scheduled.

Holding the appeal hearing before the BOS on July 16, 2024 will violate procedural due process rights. As the California Supreme Court has observed, "[b]oth the federal and state Constitutions compel the government to afford persons due process before depriving them of any property interest." (*Today's Fresh Start, Inc. v. Los Angeles County Office of Education* (2013) 57 Cal.4th 197, 212.) And "[t]he requirements of due process extend to administrative adjudications." (*Id.* at p. 214.)

Further, as the California Supreme Court has stated: “The essence of due process is the requirement that “a person in jeopardy of serious loss [be given] notice of the case against him and opportunity to meet it.” (*Mathews v. Eldridge* (1976) 424 U.S. 319, 348, 96 S.Ct. 893, 47 L.Ed.2d 18; see *Cleveland Board of Education v. Loudermill* (1985) 470 U.S. 532, 546, 105 S.Ct. 1487, 84 L.Ed.2d 494.)” (*Today’s Fresh Start, Inc. v. Los Angeles County Office of Education, supra*, 57 Cal.4th at p. 212.) And “[t]he opportunity to be heard must be afforded ‘at a meaningful time and in a meaningful manner.’” (*Armstrong v. Manzo* [(1965)] 380 U.S. 545, 553, 85 S.Ct. 1187; accord, *People v. Allen* (2008) 44 Cal.4th 843, 869, 80 Cal.Rptr.3d 183, 187 P.3d 1018.)” (*Ibid.*)

To meet this requirement, “notice, however given, ‘must be that notice “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”” (*Mullane v. Central Hanover Tr. Co.* (1950) 339 U.S. 306, 314[, 70 S.Ct. 652, 94 L.Ed. 865] . . . .)’ (*Hankla v. Governing Bd.* [(1974)] 46 Cal.App.3d [644,] 654, 120 Cal.Rptr. 827.)” (*California School Employees Assn. v. Livingston Union School Dist.* (2007) 149 Cal.App.4th 391, 399 [noting that “while respondent has daily access to employees during most of the year, there will be extended periods during each year when respondent knows it will not be able to deliver notices in person through normal work channels”].) So, “[i]f the notice permits or requires action by the person notified, the notice must be given in time to reasonably permit action.” (*Id.* at p. 397.)

Here, in pertinent part, the County first advised that the appeal hearing would take place on July 16, 2024.

Then, lawlessly and pursuant to her own fiat, Ms. Turner unilaterally and abruptly reschedule the BOS hearing to July 23, 2024.

Then, weeks later, and again lawlessly and pursuant to her own fiat, Ms. Turner again changed the hearing date and advised counsels that the County was unilaterally advancing the hearing back to July 16, 2024. This is against the objection of Estrada, through counsel, as well as against the objection of Appellants who have lodged their objection here.

The County’s process for scheduling the BOS hearing is legally incoherent when viewed through the lens of applicable statutes and due process considerations. The setting and resetting, and then advancing of the BOS hearing appears to be meant to deprive the Appellants of their substantial rights, which are afforded by the County Code, California State statutes, and the Constitutions of the State of California and of the United States.

These proceedings are not a game. The County, through Ms. Turner in particular, is attempting to take away Appellant’s livelihood and to deprive their real property of substantial value, all of which aggregates into many millions of dollars of damages suffered by Appellants. By having this matter sent through illegal tribunals, acting without legal authority, and making up false narratives aimed at hurting respected members of the community, is not how the County should comport itself, but, through Ms. Turner, this is precisely what has occurred here.

The County has already caused substantial violations of the rights of Appellants. The County is now on notice that it has proceeded in error and that the County has a legal obligation to act pursuant to established legal authorities, including those legal authorities that the County, itself, creates.

Here, the County has failed in its legal obligations to Appellants in every way as articulated herein. The County, regardless of whether it wants to win at the BOS hearing, has a legal obligation to ensure the process follows the dictates of relevant laws, that the process is fair, that its employees acting under color of law do not veer outside of that authority, and that the rights of those who come before the County, in its quasi-judicial capacities, are protected.

F. Appellants' Rights are Violated by County's Reliance on LCC Chapter 21 Because High Severity Violations are Subject to More Rigorous Hearing Procedure, with the Right to Call Witnesses and Confront Evidence, Sworn Testimony; Necessitating Different Scheduling Considerations than the County has Implemented Here.

A stubborn insistence on following an unauthorized" hearing procedures will constitute an arbitrary and capricious action by the County. (*Midstate Theatres, Inc. v. Bd. of Supervisors* (1975) 46 Cal. App. 3d 204, 211). The County's hurried advancement of the BOS hearing to July 16, 2024, presumes incorrectly, that the hearing process enacted with the creation of HSVs, to appeal HSV violations (LCC §§ 13-56.2 and 13-56.2), does not apply. This action, and statements by Ms. Turner and Deputy County Counsel Johnson in their emails to Ms. Perkins (see Exhibit "D") imply the County intends to follow the incorrect LCC Chapter 21 hearing procedure. However, the applicable LCC provision states that "[e]ach party shall have the opportunity to testify, cross-examine witnesses, and present witnesses and evidence in support of his or her case. Written and oral evidence submitted at the hearing shall be submitted under penalty of perjury. Documentary and other tangible evidence must be authenticated to the satisfaction of the Board of Supervisors." (LCC § 13-56.2.8(e)). These represent important evidentiary rights for participants in HSV appeal hearings.

Based on the rushed rescheduling of the BOS hearing and the representations to Ms. Perkins that the parties would only have "8-10 minutes" for presentations to the BOS, the BOS hearing calendar for July 16, 2024 likely has not set aside sufficient time for this matter. And, the scheduling gives Appellants, the other parties, and their counsel, much less time to prepare for the hearing. Furthermore, Appellants intend to exercise all their evidentiary rights under the LCC, including calling witnesses and presenting evidence, but the rushed timeframe and short presentation period preclude this. Appellants will suffer deprivations of substantial rights such as the right to conduct a fair hearing pursuant to the LCC if the July 16, 2024 hearing date is not vacated or continued. (See e.g., *Doe v. Univ. of S. California* (2016) 246 Cal. App. 4th 221, 253; Denial of a fair hearing and the opportunity to present evidence can justify granting mandamus.)

G. The County Cannot Impose Administrative Penalties for Abated Violations.

The County improperly imposed penalties based on the assertion that Appellants committed HSVs, when the conduct at issue was abated within the timeframe imposed by the LCC. Multiple sections of the LCC articulate an express right to abate conduct constituting a HSV, prior to and preclusive of the establishment of administrative penalties for the HSV. These include, without limitation:

LCC § 13-48.3, which states that, with respect to a HSV, “an administrative penalty may be imposed within the amounts set forth below *if the violation is not addressed and/or abated or successfully appealed by the date specified in the Notice of Violation*” (emphasis added);

LCC § 13-50.2, which states that “Notice of Violation for violations deemed high severity shall allow for no more than fifteen (15) days and *no less than ten (10) days to correct the violation(s)*” (emphasis added); and

LCC § 13-54, which states that “[i]f the Enforcement Official determines that public or private property, or portions thereof, is being maintained or permitted to exist in a manner for which administrative penalties may be imposed pursuant to this article which pertains to building, plumbing, electrical, structural or zoning issues, *the responsible party(ies) shall be provided with a reasonable period of time to correct the violation prior to imposition of the administrative penalties*” (emphasis added).

Here, as stated above and in Ms. Turner’s own staff report prior to the improper Planning Commission hearing, it is unequivocal that United’s “[a]batement efforts concluded” by expediently disposing of the cannabis waste and securing a demolition permit to remove the existing structures on United’s property immediately following issuance of the Notice of Violation. Within 24 hours of the Notice of Violation being issued, United corrected the alleged violations by ensuring that all purported unpermitted cannabis plants were eradicated and removed for destruction, and the County possesses receipts of this abatement. By United’s immediate correction of the violation, the LCC precludes imposition of administrative penalties for the alleged HSV. However, the County did just that, thus making the administrative penalties at issue here *ultra vires*.

H. The County’s “Notice of Public Hearing” Regarding the Appeal to the Board of Supervisors is in Improper Form and Violates Requisite Procedure.

State and local laws impose strict procedural requirements for notices of public hearings. Among these requirements, LCC § 13-56.2.4 states “[t]he hearing shall be set for a date that is not less than ten (10) days from the date of mailing of the notice of hearing.” LCC § 13-56.3.3 states “[t]he expedited hearing shall be set for the next available regularly scheduled meeting of the Board of Supervisors.” And, California Government Code Section 65090(a) requires that notice of a public hearing “shall be published...in at least one newspaper of general circulation within the jurisdiction of the local agency which is conducting the proceeding at least 10 days prior to the hearing, or if there is no such newspaper of general circulation, the notice shall be



posted at least 10 days prior to the hearing in at least three public places within the jurisdiction of the local agency.”

Here, the County’s purported “Notice of Public Hearing” embodied numerous procedural violations, rendering the notice itself inadequate. Appellants first received the undated “Notice of Public Hearing” from the County, on July 8<sup>th</sup>, 2024, U.S. Mail, purportedly notifying Appellants that the BOS hearing would occur on Tuesday July 16, 2024, at 1:30 p.m.

First, this constitutes inadequate notice for the newly set hearing date because it was received less than 10 days before the hearing date, in contravention of LCC § 13-56.2.4.

Second, this “Notice of Public Hearing” did not state that the hearing would occur at a regularly scheduled meeting of the Board of Supervisors, in contravention of LCC § 13-56.3.3.

Third, “Notice of Public Hearing” was apparently also never published in a newspaper of general circulation within the County of Lake, or otherwise publicly disseminated, in contravention of California Government Code Section 65090(a).

These represent even more examples of the County’s apparent disdain for important procedural requirements. These procedural requirements, however, exist to protect important due rights. The County’s cavalier disregard of these procedural protections will invalidate any findings by the BOS if a hearing occurs on July 16, 2024.

I. County’s Conduct Towards Appellants, Demonstrated Through Selective Use of Chapter 13 for HSV’s Generally, and Chapter 21 for Administrative Appeal Procedure Benefiting Ms. Turner, is Arbitrary and Violates Rights of Appellants.

Following a change in Ms. Turner’s settlement posture on behalf of the County, Ms. Turner arbitrarily reset the BOS administrative appeal hearing in this matter multiple times, ultimately advancing the hearing, in response to, and as an apparent punishment for, counsel for Estrada requesting a continuance, counsel asking questions about the hearing process, and counsel expressing concern over Ms. Turner’s setting and resetting this matter without regards to the scheduling needs of non-County parties and their counsel.

Ms. Turner further cited to the wrong LCC provisions and stated that the BOS hearing process does not allow for the calling of witness, examination under penalty of perjury, or any meaningful ability to confront and present evidence, which contravenes the processes expressly enacted by the County for administrative appeals of HSVs, as per the County’s controlling ordinance (LCC §§ 13-56.2 and 13-56.3). This is all the more problematic because, as stated above, Ms. Turner has a personal interest in not testifying under penalty of perjury, following notice to her that she would be called as a witness for Appellants’ case. This is because, as noted above, Ms. Turner made a false statement to the Planning Commission regarding her claimed attempts, which did not actually occur according to the County’s PRAR response, to contact Mr. Tirado, who took responsibility for the cultivation at issue and is Appellant’s primary exculpatory witness. Appellants object to all of the above as violative of the Appellants’ due

process rights as guaranteed under the United States and California constitutions, as well as violative of Appellants California state statutory rights as discussed herein.

J. The County Committed Other Statutory and Legal Violations.

The County has failed in additional, material ways, to follow its own mandatory procedure for HSVs and other legal requirements.

It has been nearly two years since the claimed incident underlying the HSV purportedly occurred and the Notice of Violation was first issued and contested by Appellants. Pursuant to LCC § 13-56.2.2(a): “If, following the initial review, the citation is upheld, the responsible Person shall be notified by mail and informed of their obligation to pay the Administrative Fine within fifteen (15) days of the mailing or of their right to request an Administrative Hearing.” However, this process was not followed, and at this late date, long after the time period prescribed in the LCC, it is not clear that the County has any legal authority to restart the compulsory process.

Further, if an initial review were to occur, pursuant to LCC § 13-56.2.3, the administrative hearing would be an appeal from the initial review by, in this case, the CDD Director, directly to the Board of Supervisors, which has exclusive jurisdiction to hear such an appeal pursuant to the authorities cited herein. But this procedure has not been followed here.

Thus, as stated above, the County has so far, and it appears to continue to, mandate a process which is contradicted by the County’s own code.

Additionally, the County disregarded its own definition of a “High Severity Violation”, by assessing one against conduct that was fully abated, as discussed above. LCC § 13-47.1(k) defines a “High Severity Violation” as a “violation of considerable environmental impact at the time it first occurs and which impact will be greatly acerbated by its continuing to occur.” But, by virtue of the immediate abatement discussed above, a HSV could not have occurred because no “considerable environmental impact” would continue to occur.

And, the County acted improperly by conflating Legendary and United, and holding Legendary liable for actions outside its control. First, without conflating these entities, there does not appear to be a clear theory of liability against Legendary, because Legendary had a lease for its own distinct premise, but was not otherwise able to enter into Mr. Tirado’s greenhouse, which greenhouse was subject to its own lease. Second, Legendary has no legal responsibility over Mr. Tirado or the separate premises under the control of Mr. Tirado. By conflating Legendary, the permit holder, with United, the owner of the Subject Property, Legendary was held responsible for conduct that legally, it had no ability to prevent or control. Such a finding “is not supported by a fair or substantial reason”, representing yet another arbitrary and capricious legal impropriety, among the many others discussed above. (*Madonna v. Cnty. of San Luis Obispo* (1974) 39 Cal. App. 3d 57, 62).

#### **IV. Conclusion**

The County must stipulate to set aside as void, the *ultra vires* decision of the Planning Commission.

If the County refuses to so stipulate, then Appellants will be left with no reasonable alternative but to seek relief from the Courts, inclusive of injunctive relief and a stay of the proceedings, until this issue is fully adjudicated, or alternatively a writ of mandamus overturning a decision by the BOS based on improper facts and/or law. Any petition for judicial relief will include a request for an award attorney's fees pursuant to California Government Code §800.

Please provide the County's response to Appellants' demand, and anything else that the County may wish to discuss, no later than July 12, 2024, at 5:00 p.m.

This letter is not intended to be a complete statement of the facts or law relevant to this matter. Additionally, nothing contained herein shall constitute an admission of any kind whatsoever, nor shall it constitute a waiver of any rights or remedies at law, in equity, or otherwise, all of which are hereby expressly reserved.

Sincerely,  
Rogoway Law Group, P.C.



\_\_\_\_\_  
Joe Rogoway, Esq.  
Attorneys for Appellants:  
Legendary Farms LLC, United Investment Ventures LLC,  
Mrs. Melissa Smith, and Mr. Justin Smith

# **EXHIBIT A**

1 DECLARATION OF ROBERT LUIS TIRADO

2 I, Robert Luis Tirado, declare:

- 3 1. My name is Robert Luis Tirado, and my birthdate is November 3, 1993.
- 4 2. My phone number is 440-308-0085.
- 5 3. Since March 2022, I have leased a portion of the property located at 2290 Soda Bay Road,  
6 Lakeport, CA 95453 from United Investment Ventures LLC, the property owner.
- 7 4. I am not now, nor have I ever been a member, manager, associate, agent, or had any other role in  
8 Legendary Farms LLC or United Investment Ventures LLC.
- 9 5. I am solely responsible for the ten (10) unpermitted hoop houses that I am informed and believe  
10 Lake County Code Enforcement identified at 2290 Soda Bay Road, Lakeport, CA 95453 on or  
11 about September 14, 2022.
- 12 6. I am solely responsible for the unpermitted cannabis cultivation that I am informed and believe  
13 Lake County Code Enforcement identified at 2290 Soda Bay Road, Lakeport, CA 95453 on or  
14 about September 14, 2022.
- 15 7. I am solely responsible for the unpermitted plumbing that I am informed and believe Lake  
16 County Code Enforcement identified at 2290 Soda Bay Road, Lakeport, CA 95453 on or about  
17 September 14, 2022.
- 18 8. Neither United Investment Ventures LLC, Legendary Farms LLC, nor any of the individuals  
19 associated with either of those entities were participants in the unpermitted hoop houses,  
20 unpermitted cannabis cultivation, or unpermitted plumbing described herein, or with any other  
21 violations related to the conduct subject to the September 14, 2022, inspection.

22 I declare under penalty of perjury that the foregoing is true and correct, except as to matters stated under  
23 information and belief, which I believe to be true. Executed on this 14 day of October 2022, in  
24 Lake County, CA.

25 Dated: 10-14-22

26 Respectfully,

27 Robert Luis Tirado  
28 Robert Luis Tirado



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

File No: \_\_\_\_\_

STATE OF California )SS  
COUNTY OF LAKE )

APN No: \_\_\_\_\_

On Oct 14, 2022 before me, SHARON BASSHAM, Notary Public, personally appeared Robert Luis Tirado

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

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

WITNESS my hand and official seal.

Signature

Sharon Bassham



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity \_\_\_\_\_

Name of Person or Entity \_\_\_\_\_

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Declaration

NUMBER OF PAGES One      DATE OF DOCUMENT 10-14-2022

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_



**EXHIBIT B**



Josh Zetlin <joshzetlin@rogowaylaw.com>

**PRAR- Mr. Tirado**

**Julie Cannard** <Julie.Cannard@lakecountyca.gov>  
To: "joshzetlin@rogowaylaw.com" <joshzetlin@rogowaylaw.com>

Fri, Oct 13, 2023 at 10:27 AM

Good morning, Mr. Zetlin,

After conducting a comprehensive review of our records, we have not found any communication between *County of Lake* and Mr. Tirado with a date range of August 1, 2022, to September 29, 2023. If you should have any questions, please feel free to contact me at 1-707-263-2221 Extension 37110.

Thank you,



**Julie Cannard**  
**Helpline/Complaint Technician**  
**Department of Community Development**  
**255 N. Forbes St.**  
**Lakeport, CA 95453**  
**Phone: (707) 263-2221 x 37110**  
**Fax: (707) 263-2225**  
**Email: [julie.cannard@lakecountyca.gov](mailto:julie.cannard@lakecountyca.gov)**

**STAY CONNECTED:**





Josh Zetlin &lt;joshzetlin@rogowaylaw.com&gt;

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**PRAR-Mr. Tirado, Luis, Robert**

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**Julie Cannard** <Julie.Cannard@lakecountyca.gov>  
To: "joshzetlin@rogowaylaw.com" <joshzetlin@rogowaylaw.com>

Fri, Oct 27, 2023 at 4:14 PM

Dear Mr. Zetlin,

In response to your request for all records concerning communication and correspondence for Mr. Tirado, sent, or received by the county, covering the period from August 1, 2022 through September 29, 2023, we regret to inform you that our extensive efforts yielded zero results. We diligently pursued multiple avenues to fulfill your request, including reaching out to Verizon Wireless for any relevant records, conducting a thorough examination of our IT department's communication logs, and meticulously reviewing a code enforcement cell phone for any communications linked to the cell phone number 440-308-0085. After exhausting all these investigative efforts, we can confirm that there are no records or communications in our possession pertaining to Mr. Tirado for the specified timeframe. We hope this addresses your request appropriately. If you have any further questions or require assistance, please do not hesitate to contact us.

Sincerely,

**Julie Cannard****Helpline/Complaint Technician****Department of Community Development****255 N. Forbes St.****Lakeport, CA 95453****Phone: (707) 263-2221 x 37110****Fax: (707) 263-2225****Email: [julie.cannard@lakecountyca.gov](mailto:julie.cannard@lakecountyca.gov)****STAY CONNECTED:**



## **EXHIBIT C**

Sec. 13-56.2. - Administrative appeal.

56.2.1 *Applicability.* The Administrative Appeal procedure described in Section 13-56.2 is applicable to an appeal of all administrative citations other than High Severity Violations which Are Subject to an Expedited Review Process as described in Section 13-56.3 herein.

56.2.2 *Initial Review.* The Responsible Person may contest an Administrative Citation no later than ten (10) calendar days after the Administrative Violation is served. The appeal request must be in writing, specifying the basis for the appeal in detail, and filed with the administrative processing agency as indicated in the Administrative Citation.

The Initial Review will be completed by the head official of the Issuing Department or their designee.

- a. If, following the initial review, the citation is upheld, the Responsible Person shall be notified by mail and informed of their obligation to pay the Administrative Fine within fifteen (15) days of the mailing, or of their right to request an Administrative Hearing.

56.2.3 *Hearing Before the Board of Supervisors—Filing Requirements.*

- a. If the Responsible Person chooses to contest the outcome of the Initial Review, within fifteen (15) days of the mailing of the results of the Initial Review, the Responsible Person shall submit a written request, on an official form provided by the County, requesting an Administrative Hearing before the Board of Supervisors. Said form, hereinafter referred to as a Request for Administrative Hearing, shall include an advance deposit in the full amount of the Administrative Fine or one thousand dollars (\$1,000.00), whichever is less, or written proof of financial hardship as specified in Section 13-53 herein. A hearing shall be scheduled with the Board of Supervisors when the aforementioned conditions are met.
- b. In lieu of the advance deposit required, written proof of financial hardship, which shall be in the form of a declaration signed by the Responsible Person under penalty of perjury, along with supporting documentation as specified by the County, shall be filed with the Issuing Department.
- c. A Responsible Person who fails to submit a Request for Administrative Hearing within fifteen (15) days, or who fails to make the required deposit or provide written proof of financial hardship, will have waived the right to contest the Initial Review and shall pay the Administrative Fine in accordance with the timeline set forth in paragraph (a)(1), above.

56.2.4 *Hearing Date—Notice of Hearing.* The hearing shall be set for a date that is not less than ten (10) days from the date of mailing of the notice of hearing. The notice of hearing shall state the date, time and place of the hearing and direct the property owners or occupant and other responsible



parties to appear and show cause why the administrative fine should not be imposed. The Notice of Hearing may be delivered to the person(s) or may be mailed to the address(es) listed in the Notice of Appeal.

56.2.5 *Continuances.* The Board of Supervisors may, in their its discretion, grant or deny a continuance of the hearing date upon a request by the Responsible Person(s) or the Issuing Department and a showing of good cause.

56.2.6 *Failure to Attend a Hearing.* If the Responsible Person(s) or his or her representative fails to attend the scheduled hearing, he or she shall be deemed to have waived his or her right to an Administrative Hearing. Under these circumstances, the Board of Supervisors shall find the Responsible Person(s) in default, and shall issue a written notice to that effect. A default under this section shall constitute a forfeiture of the Administrative Fine and a waiver of any right to challenge the assessed Enforcement Costs and Administrative Costs. A default under this section shall also be a bar to judicial review of the hearing officer decision based upon failure to exhaust administrative remedies. A default under this provision may be set aside by the Board of Supervisors at the request of the Responsible Party upon a showing of good cause for failing to appear at the Administrative Hearing.

- a. If a financial hardship waiver was granted and the Responsible Person is in default as provided above or a challenge to the citation is withdrawn pursuant to above, the Administrative Fine, Enforcement Costs, and Administrative Costs shall be due and payable by the Responsible Person(s) to the County within fifteen (15) calendar days following the date that had been set for the Administrative Hearing.

56.2.7 *Withdrawal of Appeal.* A Responsible Person(s) who has been issued an Administrative Citation and who has requested an administrative hearing to challenge the citation as provided in this article may request in writing that his or her challenge to the citation be withdrawn and the hearing cancelled. Upon receipt of a request to withdraw a challenge to the Administrative Citation, the County shall cancel the pending hearing, and issue a written notice to that effect. A withdrawal under this subdivision shall constitute a forfeiture of the Administrative Fine and a waiver of any right to challenge the assessed Enforcement Costs and Administrative Costs. A withdrawal under this subdivision shall also be a bar to judicial review of the hearing officer decision based upon failure to exhaust administrative remedies.

56.2.8 *Procedures at the Administrative Hearing.*

- a. The Board of Supervisors shall hear all facts and testimony presented and deemed relevant. The hearing is informal in nature, and formal rules of evidence and discovery do not apply. The proceedings shall be audio-recorded by the County. Any relevant evidence shall be

admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions.

- b. The Board of Supervisors shall only consider evidence that is relevant to whether the violation(s) occurred and whether the recipient of the Administrative Citation has caused or maintained the violation(s) on the date(s) specified in the Administrative Citation.
- c. The County bears the burden of proof at an administrative hearing to establish the existence of the Administrative Violation specified on the citation. The standard of proof in deciding the issues shall be preponderance of the evidence.
- d. The Administrative Citation and any additional documents submitted by the Issuing Department shall be accepted by the Board of Supervisors as prima facie evidence of the respective facts contained in those documents. The Enforcement Officer, or if unavailable, his/her/their supervisor shall attend the hearing.
- e. Each party shall have the opportunity to testify, cross-examine witnesses, and present witnesses and evidence in support of his or her case. Written and oral evidence submitted at the hearing shall be submitted under penalty of perjury. Documentary and other tangible evidence must be authenticated to the satisfaction of the Board of Supervisors. Nothing shall preclude the use of telephonic or other electronic means of communication if deemed appropriate by the Board of Supervisors.
- f. The Board of Supervisors may continue the hearing as necessary. The decision of the Board of Supervisors shall be final upon adoption of an order containing its determination.
- g. The Board of Supervisors' decision shall include that an aggrieved party may file a petition for review with the California Superior Court, County of Lake, pursuant to California Government Code § 53069.4. The failure of a responsible party to appear at the Administrative Citation hearing shall be deemed a failure to exhaust administrative remedies.

(Ord. No. 3112, § 1, 9-21-2021)

**Editor's note**— Ord. No. 3112, § 1, adopted Sept. 21, 2021, set out provisions intended for use as § 13-58. Inasmuch as there were already provisions so designated, said section has been codified herein as § 13-56.2 at the discretion of the editor.

Sec. 13-56.3. - Administrative appeal—expedited hearing process for high severity violations.

*56.3.1 Hearing Before the Board of Supervisors—Filing Requirements.*

A Responsible Person(s) may request an Administrative Hearing before the Board of Supervisors within the time specified in the Notice of Violation, which time period shall be not less than ten (10) days and no more than fifteen (15) days from the date the Notice is issued. Said form, hereinafter referred to as a Request for Administrative Hearing, shall include an advance deposit in the full

amount of the Administrative Fine or one thousand dollars (\$1,000.00), whichever is less, or written proof of financial hardship as specified in Section 13-53 herein. A hearing shall be scheduled with the Board of Supervisors when the aforementioned conditions are met on the next available regularly scheduled meeting of the Board.

- a. In lieu of the advance deposit required, written proof of financial hardship, which shall be in the form of a declaration signed by the Responsible Person(s) under penalty of perjury, along with supporting documentation as specified by the County, shall be filed with the Issuing Department within the time period specified in this Notice of Violation.

56.3.2 A Responsible Person(s) who fails to submit a Request for Administrative Hearing within the time to appeal specified in the Notice, or who fails to make the required deposit or provide written proof of financial hardship, will have waived the right to contest the violation(s) and shall pay the Administrative Fine as specified in subsection 56.3.1.

56.3.3 *Hearing Date—Notice of Hearing.* The expedited hearing shall be set for the next available regularly scheduled meeting of the Board of Supervisors. The notice of hearing shall state the date, time and place of the hearing and direct the property owners or occupant and other responsible parties to appear and show cause why the administrative fine should not be imposed. The Notice of Hearing may be delivered to the person(s) or may be mailed to the address(es) listed in the Notice of Appeal. The decision of the Board of Supervisors shall be final.

56.3.4 With the exception noted herein in subsections 56.3.2 and 56.3.3, the hearing procedure shall adhere to the requirements of Section 13-56.2 herein.

(Ord. No. 3112, § 1, 9-21-2021)

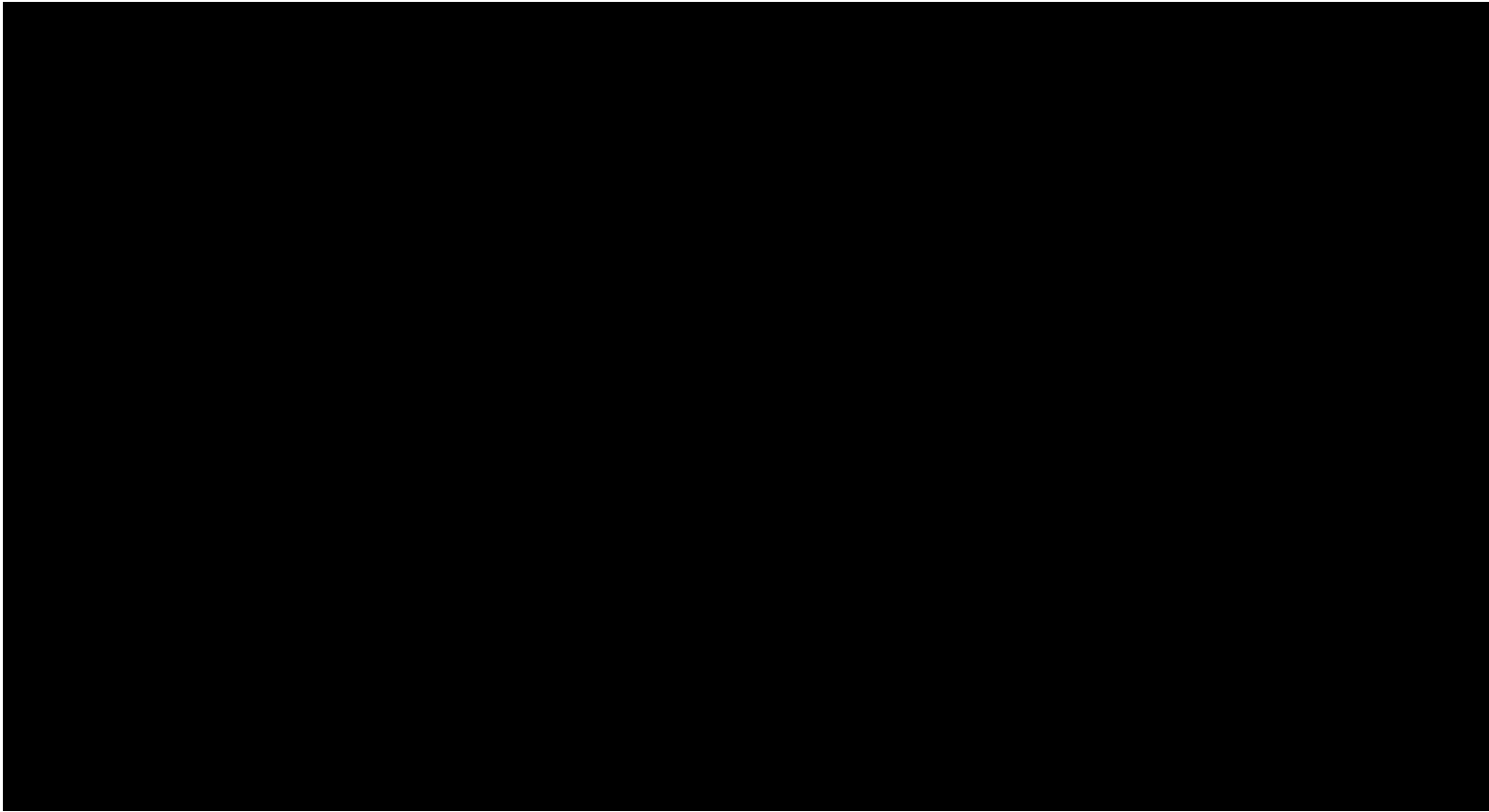
**Editor's note—** Ord. No. 3112, § 1, adopted Sept. 21, 2021, set out provisions intended for use as § 13-56.3. Inasmuch as there were already provisions so designated, said section has been codified herein as § 13-56.3 at the discretion of the editor.

## **EXHIBIT D**



Rosie Favila <rosiefavila@rogowaylaw.com>

**Fwd: [EXTERNAL] 2290 Soda Bay Road Appeal**



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

From: **Mireya Turner** <Mireya.Turner@lakecountyca.gov>

Date: Tue, Jul 2, 2024 at 11:37 AM

Subject: RE: [EXTERNAL] 2290 Soda Bay Road Appeal

To: Kali Perkins <kali@emeraldlaw.org>

Cc: Nicole Johnson <Nicole.Johnson@lakecountyca.gov>, Julisa Gonzalez <Julisa@emeraldlaw.org>, Rachele Daniel <Rachele@emeraldlaw.org>, Hila Fichtelberg <hila@emeraldlaw.org>, Carlos Torrez <Carlos.Torrez@lakecountyca.gov>, Johanna DeLong <johanna.delong@lakecountyca.gov>, Joe Rogoway <joe Rogoway@rogowaylaw.com>, E.D. Lerman <edlermanesq@gmail.com>

Dear Ms. Perkins,

Thank you for your input. As with all our scheduled hearings, we emphasize that they are tentatively scheduled because they are subject to change until the hearing notice goes out. I do apologize for any inconvenience. Your previous objection to the tentative date of 7/23/24 will be included in the public record.

Cordially,



**Mireya G. Turner, MPA**  
**Director**  
**Community Development**  
**255 N. Forbes St.**  
**Lakeport, CA 95453**  
**Phone: (707) 263-2221**  
**Fax: (707) 263-2225**  
**Email: mireya.turner@lakecountyca.gov**

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**From:** Kali Perkins <kali@emeraldaw.org>  
**Sent:** Tuesday, July 2, 2024 11:34 AM  
**To:** Mireya Turner <Mireya.Turner@lakecountyca.gov>  
**Cc:** Nicole Johnson <Nicole.Johnson@lakecountyca.gov>; Julisa Gonzalez <Julisa@emeraldaw.org>; Rachelle Daniel <Rachelle@emeraldaw.org>; Hila Fichtelberg <hila@emeraldaw.org>; Carlos Torrez <Carlos.Torrez@lakecountyca.gov>; Johanna DeLong <johanna.delong@lakecountyca.gov>; Joe Rogoway <jroegoway@rogowaylaw.com>; E.D. Lerman <edlermanesq@gmail.com>  
**Subject:** Re: [EXTERNAL] 2290 Soda Bay Road Appeal

Hi Mireya,

Since you long ago told us that date wouldn't work, we have since filled that date and we are not available on July 16, 2024. It is very unfair that you told us that date would not work a long time ago, and now only a short time before that date, you schedule it for the very same date you said wouldn't work? I am strongly objecting to the handling of this matter.

Truly,

Kali Perkins, Esq.  
 (707) 367-0314

\_\_\_\_\_  
 Emerald Law Group  
 280 North Oak Street  
 Ukiah, CA 95482  
 Tel: (707) 468-8300  
 Fax: (707) 937-2209  
[www.emeraldawgroup.org](http://www.emeraldawgroup.org)

**NOTICE OF UNAVAILABILITY:**

Please be advised I will be out of the office (and not available via phone) on the following dates:

July 4-5, 18-22

August 1-5, 23, 26 2024

Due to the volume of emails received by this recipient, we kindly ask that you cc our Office Manager, Hila Fichtelberg ([Hila@emeraldaw.org](mailto:Hila@emeraldaw.org)) and her Assistant, Julisa Gonzalez ([Julisa@emeraldaw.org](mailto:Julisa@emeraldaw.org)), as well as my assistant Rachelle Daniel ([Rachelle@emeraldaw.org](mailto:Rachelle@emeraldaw.org)) on all of your communications. If you do not receive a timely response and this is an urgent matter, please telephone our office at 707-468-8300, and our receptionist will alert the appropriate recipient.

On Tue, Jul 2, 2024 at 11:27 AM Mireya Turner <[Mireya.Turner@lakecountyca.gov](mailto:Mireya.Turner@lakecountyca.gov)> wrote:

Good morning Kali,

Thank you for checking in. Our calendar conflict was resolved and we can hold the hearing at the previously scheduled date: Tuesday, July 16, 2024, at 1:30 p.m. Attached please find the notice that will be sent out via USPS today.

Thank you for keeping all parties on the email to be updated.

Cordially,



**Mireya G. Turner, MPA**  
 Director  
 Community Development  
 255 N. Forbes St.  
 Lakeport, CA 95453  
 Phone: (707) 263-2221  
 Fax: (707) 263-2225  
 Email: [mireya.turner@lakecountyca.gov](mailto:mireya.turner@lakecountyca.gov)



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**From:** Kali Perkins <kali@emeraldaw.org>  
**Sent:** Tuesday, July 2, 2024 10:35 AM  
**To:** Nicole Johnson <Nicole.Johnson@lakecountyca.gov>  
**Cc:** Mireya Turner <Mireya.Turner@lakecountyca.gov>; Julisa Gonzalez <Julisa@emeraldaw.org>; Rachelle Daniel <Rachelle@emeraldaw.org>; Hila Fichtelberg <hila@emeraldaw.org>; Carlos Torrez <Carlos.Torrez@lakecountyca.gov>; Johanna DeLong <johanna.delong@lakecountyca.gov>; Joe Rogoway <joerogoway@rogowaylaw.com>; E.D. Lerman <edlermanesq@gmail.com>  
**Subject:** Re: [EXTERNAL] 2290 Soda Bay Road Appeal

Hi Nicole and Mireya - are you in receipt of my correspondence dated June 17, 2023? To date I have not received any response. The date of July 23, 2024 was set for hearing without checking on our availability. Unfortunately we are unavailable that date as we have a previous matter set in court. Accordingly we need the date rescheduled to a new date so that we are available to attend for our client.

It is my understanding that you reached out to other counsel on the case to check their availability for the July 23rd hearing, but we never received that courtesy. We are again requesting a continuance of the July 23rd date. Please advise.

Thank you,

Kali Perkins, Esq.  
 (707) 367-0314

Emerald Law Group  
 280 North Oak Street  
 Ukiah, CA 95482  
 Tel: (707) 468-8300  
 Fax: (707) 937-2209  
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**August 1-5, 23, 26 2024**

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On Thu, Jun 20, 2024 at 1:31 PM Nicole Johnson <Nicole.Johnson@lakecountyca.gov> wrote:

Hello Kali,

No problem. Questions are welcome.

The rules from which the BOS gets its authority include Cal. Gov. Code Section 25003 *et. seq.* (generally), Cal. Gov. Code Section 25003 (specifically), California Government Code 54950 *et seq.*, and Article 58, Chapter 21 of the Lake County Code.

As for the questions in your email:

1. *we will only get 8-10 minutes TOTAL to present our case before the BOS (that includes any video/power point presentation we wish for the BOS to review)?*

The amount of time a public speaker, a presenter, or an appellant will have depends on the BOS' rules for their hearings. To get a better understanding of process, you would need to contact the Administrative Office. The Secretary of the BOS is in that office and staff there handles the preparation for the meetings.

2. *During that presentation we won't be allowed to present witnesses or question staff about the investigation and evidence?*

You, your client, and any member of the public may present whatever evidence necessary to convince the decision maker to approve or deny the appeal. So, if you have people who will speak, they may speak along with any other member of the public. There is typically no



subpoena process and evidence rules can be a little more relaxed than in a court, however, the BOS does swear in anyone who will be speaking on certain items.

Also, the hearing is typically not a "back and forth" where staff is questioned by the public. Staff presents their findings and recommendations, then other interested parties present their evidence, the BOS asks questions if they have any, weighs the evidence, and the BOS makes a decision.

3. *You are unable to change the date of the hearing or grant a request for additional time, only the BOS can do those things at this point?*

Correct. The Admin office manages the BOS agenda and meetings. To affect change to an agenda, you would have to go through staff there. However, after a certain point, they cannot make changes and you will need to directly ask the BOS for a continuance. If you do plan to ask the BOS directly, please be ready to provide a reason why. There may be findings the BOS will need to make to vote yes or no on a continuance.

4. *The community development department has provided all available discovery regarding this inspection, and more specifically the investigation with respect to my client's property, and there is no evidence that has not been turned over to the parties, except that the staff report will be issued 72 hours before the hearing.*

There are State rules and County rules as to how and when hearing materials will be distributed to the BOS and the public. Admin will have more detail on the BOS process, but you would also find information on how meetings are to be held in the Brown Act (California Government Code 54950 et seq.).

I also called and left a much shorter voice message. If you have any further questions, do not hesitate to reach out. I'll try my best to answer.

Sincerely,

Nicole Johnson

Deputy County Counsel

Lake County Counsel's Office

255 N. Forbes St #320

Lakeport, CA 95453

Nicole.johnson@lakecountyca.gov

707-263-2321

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**From:** Kali Perkins <kali@emeraldslaw.org>

**Sent:** Thursday, June 20, 2024 12:18 PM

**To:** Mireya Turner <Mireya.Turner@lakecountyca.gov>

**Cc:** Julisa Gonzalez <Julisa@emeraldslaw.org>; Rachelle Daniel <Rachelle@emeraldslaw.org>; Hila Fichtelberg <hila@emeraldslaw.org>; Carlos Torrez <Carlos.Torrez@lakecountyca.gov>; Nicole Johnson <Nicole.Johnson@lakecountyca.gov>; Johanna DeLong <johanna.delong@lakecountyca.gov>; Joe Rogoway <joerogoway@rogowaylaw.com>; E.D. Lerman <edlermanesq@gmail.com>

**Subject:** Re: [EXTERNAL] 2290 Soda Bay Road Appeal

Hi again Mireya,

Apologies for so many questions - I'm a novice, as I haven't done one of these types of hearings before in Lake County so I am trying to understand, and I certainly appreciate your help with the procedures.

So to clarify, you are saying:

1. we will only get 8-10 minutes TOTAL to present our case before the BOS (that includes any video/power point presentation we wish for the BOS to review)?
2. During that presentation we won't be allowed to present witnesses or question staff about the investigation and evidence?
3. You are unable to change the date of the hearing or grant a request for additional time, only the BOS can do those things at this point?
4. The community development department has provided all available discovery regarding this inspection, and more specifically the investigation with respect to my client's property, and there is no evidence that has not been turned over to the parties, except that the staff report will be issued 72 hours before the hearing.

Can you please confirm if this is all correct?

Thank you,

Kali Perkins, Esq.  
(707) 367-0314

Emerald Law Group  
280 North Oak Street

Ukiah, CA 95482  
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Fax: (707) 937-2209  
[www.emeraldawgroup.org](http://www.emeraldawgroup.org)

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July 18-22

August 1-5, 23, 26 2024

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On Tue, Jun 11, 2024 at 1:21 PM Mireya Turner <[Mireya.Turner@lakecountyca.gov](mailto:Mireya.Turner@lakecountyca.gov)> wrote:

Hi again Ms. Perkins,

This is an appeal hearing, so there are no subpoenas issued. All your questions should be directed to the BOS and they will make a request for staff personnel if they deem it necessary. There is no direct questioning of Staff at an appeal hearing.

A few months ago, we rescheduled the hearing for months later, to accommodate the schedules of the various attorneys of the appeals. Rather than continue that process, given the multiple parties and since I know the BOS is interested in hearing the item without unnecessary delay, further rescheduling will now be left to the BOS' discretion. The appeal is tentatively scheduled for 7/23, and you are welcome to submit a letter requesting a continuance which will be included in the agenda item as an attachment, if it is received no later than July 10, 2024, for their consideration.

Please let me know if I can be of further assistance.

Cordially,

Mireya G. Turner, MPA

Director, Community Development Department

County of Lake

707.263.2221

On Jun 11, 2024, at 1:05 PM, Kali Perkins <[kali@emeraldawgroup.org](mailto:kali@emeraldawgroup.org)> wrote:

In addition to my request to continue the hearing from 7/23, due to our unavailability, I also have two other questions I need clarification on:

1. you indicated that we only have 8-10 minutes to present, does that include the questioning of witnesses?
2. I didn't see a response to my original email re: Will we need to issue subpoenas for county workers that we will want to question at the hearing, or can we assume the relevant parties will be present?

Please clarify when you have a chance.

Thank you!

Kali Perkins, Esq.  
(707) 367-0314

\_\_\_\_\_  
Emerald Law Group  
280 North Oak Street  
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Tel: (707) 468-8300  
Fax: (707) 937-2209



[www.emeraldawgroup.org](http://www.emeraldawgroup.org)

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**Please be advised I will be out of the office (and not available via phone) on the following dates:**

**June 7, 21-24, 2024**

**July 18, 19**

**August 1-5, 23, 26 2024**

Due to the volume of emails received by this recipient, we kindly ask that you cc our Office Manager, Hila Fichtelberg ([Hila@emeraldaw.org](mailto:Hila@emeraldaw.org)) and her Assistant, Julisa Gonzalez ([Julisa@emeraldaw.org](mailto:Julisa@emeraldaw.org)), as well as my assistant Rachelle Daniel ([Rachelle@emeraldaw.org](mailto:Rachelle@emeraldaw.org)) on all of your communications. If you do not receive a timely response and this is an urgent matter, please telephone our office at 707-468-8300, and our receptionist will alert the appropriate recipient.

On Tue, Jun 11, 2024 at 12:44 PM Kali Perkins <[kali@emeraldaw.org](mailto:kali@emeraldaw.org)> wrote:

Understood, but how do we request a new date since we are unavailable on 7/23?

Thanks,

Kali Perkins, Esq.  
(707) 367-0314

\_\_\_\_\_  
Emerald Law Group  
280 North Oak Street  
Ukiah, CA 95482  
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**June 7, 21-24, 2024**

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On Tue, Jun 11, 2024 at 12:22 PM Mireya Turner <Mireya.Turner@lakecountyca.gov> wrote:

Hi Kali,

Staff is no longer available on that date.

Cordially,



**Mireya G. Turner, MPA**  
**Director**  
**Community Development**  
 255 N. Forbes St.  
 Lakeport, CA 95453  
**Phone: (707) 263-2221**  
**Fax: (707) 263-2225**  
**Email: mireya.turner@lakecountyca.gov**

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**From:** Kali Perkins <kali@emeraldaw.org>  
**Sent:** Tuesday, June 11, 2024 11:53 AM  
**To:** Mireya Turner <Mireya.Turner@lakecountyca.gov>  
**Cc:** Julisa Gonzalez <Julisa@emeraldaw.org>; Rachelle Daniel <Rachelle@emeraldaw.org>; Hila Fichtelberg <hila@emeraldaw.org>; Carlos Torrez <Carlos.Torrez@lakecountyca.gov>; Nicole Johnson <Nicole.Johnson@lakecountyca.gov>  
**Subject:** Re: [EXTERNAL] 2290 Soda Bay Road Appeal

Hi, I apologize for my confusion, but when was it agreed that the date would be changed to the 23rd of July? We were told the 16th, and have had that date in our calendar for quite some time. We are not available on the 23rd. Please advise what other dates are available.

Thank you,

Kali Perkins, Esq.  
(707) 367-0314

Emerald Law Group  
 280 North Oak Street  
 Ukiah, CA 95482  
 Tel: (707) 468-8300  
 Fax: (707) 937-2209  
[www.emeraldawgroup.org](http://www.emeraldawgroup.org)

**NOTICE OF UNAVAILABILITY:**

Please be advised I will be out of the office (and not available via phone) on the following dates:

June 7, 21-24, 2024

July 18, 19

August 1-5, 23, 26 2024

Due to the volume of emails received by this recipient, we kindly ask that you cc our Office Manager, Hila Fichtelberg (Hila@emeraldaw.org) and her Assistant, Julisa Gonzalez (Julisa@emeraldaw.org), as well as my assistant Rachelle Daniel

([Rachelle@emeraldslaw.org](mailto:Rachelle@emeraldslaw.org)) on all of your communications. If you do not receive a timely response and this is an urgent matter, please telephone our office at 707-468-8300, and our receptionist will alert the appropriate recipient.

On Tue, Jun 11, 2024 at 11:48 AM Mireya Turner <[Mireya.Turner@lakecountyca.gov](mailto:Mireya.Turner@lakecountyca.gov)> wrote:

Dear Ms. Perkins,

Thank you for your email regarding the Legendary Farms appeal. Please note, the date of this hearing has been changed to July 23, 2024, at 10:00 a.m.

The time granted for any presentations is decided by the Board Chair. I recommend keeping any presentation to no more than 8-10 minutes.

Other than a PRA request, please refer to the Staff Report considered by the Planning Commission for details considered by the Planning Commission. The staff report for the appeal will be available as soon as the Administrative Office posts the agenda, no later than 72 hours prior to the Board of Supervisors meeting. Please note, there is a 96-hour time limit to submit any documents to have them considered by the BOS. I strongly recommend all appellants submit any materials they wish to have considered by the Board no later than Wednesday, July 10, 2024, in order to be included with my Staff Memorandum and attachments.

Cordially,



**Mireya G. Turner, MPA**

**Director**

**Community Development**

**255 N. Forbes St.**

**Lakeport, CA 95453**

**Phone: (707) 263-2221**

**Fax: (707) 263-2225**

**Email: [mireya.turner@lakecountyca.gov](mailto:mireya.turner@lakecountyca.gov)**

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**From:** Kali Perkins <[kali@emeraldslaw.org](mailto:kali@emeraldslaw.org)>

**Sent:** Thursday, June 6, 2024 1:47 PM

**To:** Mireya Turner <[Mireya.Turner@lakecountyca.gov](mailto:Mireya.Turner@lakecountyca.gov)>

**Cc:** Julisa Gonzalez <[Julisa@emeraldslaw.org](mailto:Julisa@emeraldslaw.org)>; Rachelle Daniel <[Rachelle@emeraldslaw.org](mailto:Rachelle@emeraldslaw.org)>; Hila Fichtelberg <[hila@emeraldslaw.org](mailto:hila@emeraldslaw.org)>

**Subject:** Re: [EXTERNAL] 2290 Soda Bay Road Appeal

Hello Ms. Turner,

I have a few questions about the upcoming appeal hearing on the above referenced matter. I understand it is now set for July 16, 2024. On that date, how long will we have to present our power point? how long will we have to question witnesses? Will we need to issue subpoenas for county workers that we will want to question at the hearing, or can we assume the relevant parties will be present?

We are having a hard time obtaining discovery in this matter. In Ms. Claybon's report it indicates that officers went onto our clients property, however, we have not received any actual evidence of that. The sheriff's department reports they have no evidence of that. Can I assume no discovery exists, or do you or Ms. Claybon or Mr. Amelung have evidence of what occurred on 9/15 with respect to our client and the allegations against him as property owner of 2350 soda bay road? Can you advise what evidence your department will use to attempt to prove that our client is a responsible party? Is there anything beyond the allegation that there were cords running from one property to another? If there is any discovery you have, that you intend to use against our client, Roberto Estrada, please forward it to us at your very earliest opportunity. Very Truly,

Kali Perkins, Esq.  
(707) 367-0314



Emerald Law Group  
280 North Oak Street  
Ukiah, CA 95482  
Tel: (707) 468-8300  
Fax: (707) 937-2209  
[www.emeraldawgroup.org](http://www.emeraldawgroup.org)

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August 1-5, 23, 26 2024

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On Mon, Nov 13, 2023 at 10:44 AM Mireya Turner <[Mireya.Turner@lakecountyca.gov](mailto:Mireya.Turner@lakecountyca.gov)> wrote:

Good morning Julisa

Thank you for contacting me regarding the scheduling of the appeals. I can understand how packed your calendar must be. I do not have a tentative date yet, but would be happy to reach out to you when it is ready to schedule, to check calendars at that time.

I will make note of your email address in my file for that purpose..

Cordially,



Mireya G. Turner, MPA  
Director  
Community Development  
255 N. Forbes St.  
Lakeport, CA 95453  
Phone: (707) 263-2221  
Fax: (707) 263-2225  
Email: [mireya.turner@lakecountyca.gov](mailto:mireya.turner@lakecountyca.gov)

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From: Julisa Gonzalez <[Julisa@emeraldaw.org](mailto:Julisa@emeraldaw.org)>  
Sent: Thursday, November 9, 2023 10:24 AM  
To: Mireya Turner <[Mireya.Turner@lakecountyca.gov](mailto:Mireya.Turner@lakecountyca.gov)>; Kali Perkins <[kali@emeraldaw.org](mailto:kali@emeraldaw.org)>; Rachelle Daniel <[Rachelle@emeraldaw.org](mailto:Rachelle@emeraldaw.org)>;

Hila Fichtelberg <[hila@emeraldaw.org](mailto:hila@emeraldaw.org)>  
**Subject:** [EXTERNAL] 2290 Soda Bay Road Appeal

Good morning Mireya,

I was wondering if there's any way you could provide me with some insight as to when the appeal of Legendary Farms located at 2290 Soda Bay Rd, will be scheduled. Our office represents Mr. Estrada, and given our busy calendar, we want to make sure that we are available for the date scheduled for the appeal. I know that sometimes dates can change, however, if you have any indication at this time as to when the appeal will be heard by the Board of Supervisors, your insight would be greatly appreciated.

Thank you,

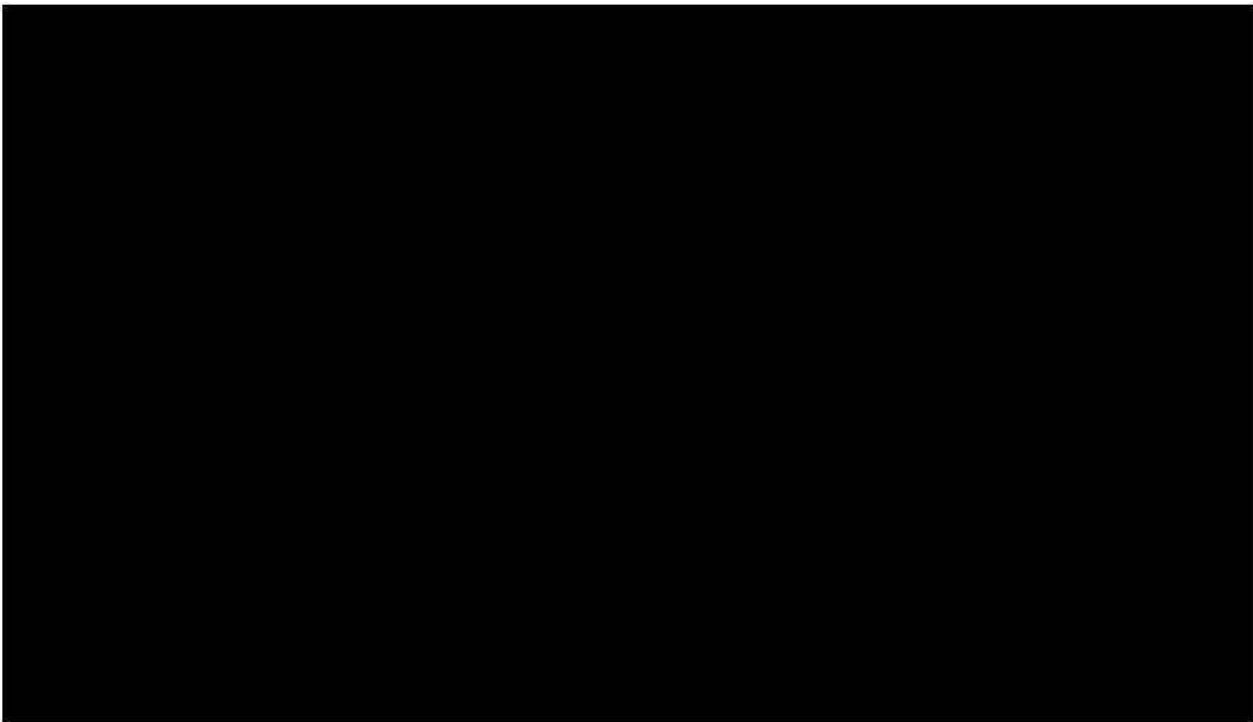
**Julisa Gonzalez**

Cell: (707) 472-8215

\_\_\_\_\_  
Emerald Law Group  
280 North Oak Street  
Ukiah, CA 95482  
Tel: (707) 468-8300  
Fax: (707) 937-2209

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## **EXHIBIT G**

Sec. 13-56.2. - Administrative appeal.

56.2.1 *Applicability.* The Administrative Appeal procedure described in Section 13-56.2 is applicable to an appeal of all administrative citations other than High Severity Violations which Are Subject to an Expedited Review Process as described in Section 13-56.3 herein.

56.2.2 *Initial Review.* The Responsible Person may contest an Administrative Citation no later than ten (10) calendar days after the Administrative Violation is served. The appeal request must be in writing, specifying the basis for the appeal in detail, and filed with the administrative processing agency as indicated in the Administrative Citation.

The Initial Review will be completed by the head official of the Issuing Department or their designee.

- a. If, following the initial review, the citation is upheld, the Responsible Person shall be notified by mail and informed of their obligation to pay the Administrative Fine within fifteen (15) days of the mailing, or of their right to request an Administrative Hearing.

56.2.3 *Hearing Before the Board of Supervisors—Filing Requirements.*

- a. If the Responsible Person chooses to contest the outcome of the Initial Review, within fifteen (15) days of the mailing of the results of the Initial Review, the Responsible Person shall submit a written request, on an official form provided by the County, requesting an Administrative Hearing before the Board of Supervisors. Said form, hereinafter referred to as a Request for Administrative Hearing, shall include an advance deposit in the full amount of the Administrative Fine or one thousand dollars (\$1,000.00), whichever is less, or written proof of financial hardship as specified in Section 13-53 herein. A hearing shall be scheduled with the Board of Supervisors when the aforementioned conditions are met.
- b. In lieu of the advance deposit required, written proof of financial hardship, which shall be in the form of a declaration signed by the Responsible Person under penalty of perjury, along with supporting documentation as specified by the County, shall be filed with the Issuing Department.
- c. A Responsible Person who fails to submit a Request for Administrative Hearing within fifteen (15) days, or who fails to make the required deposit or provide written proof of financial hardship, will have waived the right to contest the Initial Review and shall pay the Administrative Fine in accordance with the timeline set forth in paragraph (a)(1), above.

56.2.4 *Hearing Date—Notice of Hearing.* The hearing shall be set for a date that is not less than ten (10) days from the date of mailing of the notice of hearing. The notice of hearing shall state the date, time and place of the hearing and direct the property owners or occupant and other responsible

parties to appear and show cause why the administrative fine should not be imposed. The Notice of Hearing may be delivered to the person(s) or may be mailed to the address(es) listed in the Notice of Appeal.

56.2.5 *Continuances.* The Board of Supervisors may, in their its discretion, grant or deny a continuance of the hearing date upon a request by the Responsible Person(s) or the Issuing Department and a showing of good cause.

56.2.6 *Failure to Attend a Hearing.* If the Responsible Person(s) or his or her representative fails to attend the scheduled hearing, he or she shall be deemed to have waived his or her right to an Administrative Hearing. Under these circumstances, the Board of Supervisors shall find the Responsible Person(s) in default, and shall issue a written notice to that effect. A default under this section shall constitute a forfeiture of the Administrative Fine and a waiver of any right to challenge the assessed Enforcement Costs and Administrative Costs. A default under this section shall also be a bar to judicial review of the hearing officer decision based upon failure to exhaust administrative remedies. A default under this provision may be set aside by the Board of Supervisors at the request of the Responsible Party upon a showing of good cause for failing to appear at the Administrative Hearing.

- a. If a financial hardship waiver was granted and the Responsible Person is in default as provided above or a challenge to the citation is withdrawn pursuant to above, the Administrative Fine, Enforcement Costs, and Administrative Costs shall be due and payable by the Responsible Person(s) to the County within fifteen (15) calendar days following the date that had been set for the Administrative Hearing.

56.2.7 *Withdrawal of Appeal.* A Responsible Person(s) who has been issued an Administrative Citation and who has requested an administrative hearing to challenge the citation as provided in this article may request in writing that his or her challenge to the citation be withdrawn and the hearing cancelled. Upon receipt of a request to withdraw a challenge to the Administrative Citation, the County shall cancel the pending hearing, and issue a written notice to that effect. A withdrawal under this subdivision shall constitute a forfeiture of the Administrative Fine and a waiver of any right to challenge the assessed Enforcement Costs and Administrative Costs. A withdrawal under this subdivision shall also be a bar to judicial review of the hearing officer decision based upon failure to exhaust administrative remedies.

56.2.8 *Procedures at the Administrative Hearing.*

- a. The Board of Supervisors shall hear all facts and testimony presented and deemed relevant. The hearing is informal in nature, and formal rules of evidence and discovery do not apply. The proceedings shall be audio-recorded by the County. Any relevant evidence shall be

admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions.

- b. The Board of Supervisors shall only consider evidence that is relevant to whether the violation(s) occurred and whether the recipient of the Administrative Citation has caused or maintained the violation(s) on the date(s) specified in the Administrative Citation.
- c. The County bears the burden of proof at an administrative hearing to establish the existence of the Administrative Violation specified on the citation. The standard of proof in deciding the issues shall be preponderance of the evidence.
- d. The Administrative Citation and any additional documents submitted by the Issuing Department shall be accepted by the Board of Supervisors as prima facie evidence of the respective facts contained in those documents. The Enforcement Officer, or if unavailable, his/her/their supervisor shall attend the hearing.
- e. Each party shall have the opportunity to testify, cross-examine witnesses, and present witnesses and evidence in support of his or her case. Written and oral evidence submitted at the hearing shall be submitted under penalty of perjury. Documentary and other tangible evidence must be authenticated to the satisfaction of the Board of Supervisors. Nothing shall preclude the use of telephonic or other electronic means of communication if deemed appropriate by the Board of Supervisors.
- f. The Board of Supervisors may continue the hearing as necessary. The decision of the Board of Supervisors shall be final upon adoption of an order containing its determination.
- g. The Board of Supervisors' decision shall include that an aggrieved party may file a petition for review with the California Superior Court, County of Lake, pursuant to California Government Code § 53069.4. The failure of a responsible party to appear at the Administrative Citation hearing shall be deemed a failure to exhaust administrative remedies.

(Ord. No. 3112, § 1, 9-21-2021)

**Editor's note**— Ord. No. 3112, § 1, adopted Sept. 21, 2021, set out provisions intended for use as § 13-58. Inasmuch as there were already provisions so designated, said section has been codified herein as § 13-56.2 at the discretion of the editor.

Sec. 13-56.3. - Administrative appeal—expedited hearing process for high severity violations.

*56.3.1 Hearing Before the Board of Supervisors—Filing Requirements.*

A Responsible Person(s) may request an Administrative Hearing before the Board of Supervisors within the time specified in the Notice of Violation, which time period shall be not less than ten (10) days and no more than fifteen (15) days from the date the Notice is issued. Said form, hereinafter referred to as a Request for Administrative Hearing, shall include an advance deposit in the full



amount of the Administrative Fine or one thousand dollars (\$1,000.00), whichever is less, or written proof of financial hardship as specified in Section 13-53 herein. A hearing shall be scheduled with the Board of Supervisors when the aforementioned conditions are met on the next available regularly scheduled meeting of the Board.

- a. In lieu of the advance deposit required, written proof of financial hardship, which shall be in the form of a declaration signed by the Responsible Person(s) under penalty of perjury, along with supporting documentation as specified by the County, shall be filed with the Issuing Department within the time period specified in this Notice of Violation.

56.3.2 A Responsible Person(s) who fails to submit a Request for Administrative Hearing within the time to appeal specified in the Notice, or who fails to make the required deposit or provide written proof of financial hardship, will have waived the right to contest the violation(s) and shall pay the Administrative Fine as specified in subsection 56.3.1.

56.3.3 *Hearing Date—Notice of Hearing.* The expedited hearing shall be set for the next available regularly scheduled meeting of the Board of Supervisors. The notice of hearing shall state the date, time and place of the hearing and direct the property owners or occupant and other responsible parties to appear and show cause why the administrative fine should not be imposed. The Notice of Hearing may be delivered to the person(s) or may be mailed to the address(es) listed in the Notice of Appeal. The decision of the Board of Supervisors shall be final.

56.3.4 With the exception noted herein in subsections 56.3.2 and 56.3.3, the hearing procedure shall adhere to the requirements of Section 13-56.2 herein.

(Ord. No. 3112, § 1, 9-21-2021)

**Editor's note—** Ord. No. 3112, § 1, adopted Sept. 21, 2021, set out provisions intended for use as § 13-56.3. Inasmuch as there were already provisions so designated, said section has been codified herein as § 13-56.3 at the discretion of the editor.

## **EXHIBIT H**

## COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of January 01, 2022, by and between UNITED INVESTMENT VENTURES ("Landlord"), and ROBERTO TIRADO ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Land for use in generation of farmers market produce and production. Agricultural water supply is available to tenant however power is not. This area will be comprised of approximately 25,000sqft sectioned off and secluded to the North Eastern corner of parcel APN 008-010-29. (the "Premises") located at 2290 Soda Bay Rd., Lakeport, CA 95453.

**TERM.** The lease term will begin on March 01, 2022 and will terminate on December 31, 2022.

**LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of \$300.00, payable in advance, on the first of each semi-annual period, for a total lease payment of \$600.00. Lease payments shall be made to the Landlord at 2290 Soda Bay Rd., Lakeport, California 95453. The payment address may be changed from time to time by the Landlord.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$600.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for Agricultural food production for local farmers markets. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**EXCLUSIVITY.** Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

**FURNISHINGS.** The following furnishings will be provided: The landlord will provide access to agricultural water supply. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

**PARKING.** Tenant shall be entitled to use 3 parking space(s) for the parking of the Tenant's customers' /guests' motor vehicle(s).

**PROPERTY INSURANCE.** Tenant shall maintain casualty insurance on the Premises in an amount not less than 100% of the full replacement value. Landlord shall be named as an additional insured in such

policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$50,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

## **MAINTENANCE.**

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the parking lot, driveways, and sidewalks, including snow and ice removal
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring
- the air conditioning system
- Landlord will maintain the property surrounding the designated "Tenant Ag Area"

Tenant's obligations for maintenance shall include:

- The Tenant will have the responsibility of maintaining in and around the "Tenant Ag Area" this will include but not be limited to the cutting of high weeds or grass surround the designated area to comply will fire district standards. All materials relevant to "Tenant Ag Activities" will be keep inside of the designated area. Any and all trash/refuse will be removed from the property on a weekly basis. Tenant will maintain the "Tenant Ag Area" privacy fencing for the duration of this lease.
- all other items of maintenance not specifically delegated to Landlord under this Lease.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises.

**PERSONAL TAXES.** Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 45 days days' written notice to Tenant that the Premises have been sold.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.



**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure, unless the dispute or controversy meets the requirements to be brought before California's small claims court or is an unlawful detainer proceeding.

Any controversies or disputes arising out of or relating to this Agreement, other than those excepted above, will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

UNITED INVESTMENT VENTURES  
2290 Soda Bay Rd,  
Lakeport, California 95453

**TENANT:**

ROBERTO TIRADO  
2290 Soda Bay Rd,  
Lakeport, CA 95453

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of California.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

By:   
UNITED INVESTMENT VENTURES

Date: 03/01/2022

**TENANT:**



By: Roberto Tirado  
ROBERTO TIRADO

Date: 03/01/2022

**EXHIBIT B**



# NOTICE OF NUISANCE AND ORDER TO ABATE

PURSUANT TO LAKE COUNTY CODE, CHAPTER 13, Sections 13-6 ET. SEQ.

A.    **CASE NUMBER:**                    **CMP22-00215**  
      **SITE ADDRESS:**                **2290 SODA BAY ROAD LAKEPORT, CALIFORNIA 95453**  
      **PROPERTY OWNER:**            **UNITED INVESTMENT VENTURES, A CALIFORNIA LLC**  
      **ASSESSOR PARCEL #:**         **008-010-29**  
      **MAILING ADDRESS:**         **PO BOX 1435 LAKEPORT, CALIFORNIA 95453**

B.    **CONDITION CAUSING VIOLATION OF THE LAKE COUNTY CODE:**

**The Failure to Obtain Required County Permits for Cannabis Cultivation Operations. For any cannabis cultivation operations for which a County permit is required but not obtained, there shall be a per-cannabis-plant penalty imposed until such time as the Responsible Person(s) self-abates or abatement action is completed by the County. Unpermitted structures AKA Hoop house and unpermitted plumbing.**

**Code Violations:**

**LCC CH.13, ART. I, SEC. 13-3.1 (e) (16)**  
**LCC CH13, ART. VII, SEC. 50.3**  
**LCC CH.5, SEC.5-4A, 2019 CA Building Code Section [A]105.1**  
**LCC CH.21, ART. 48**

C.    **ORDER IS GIVEN TO COMMENCE ABATEMENT OF SAID CODE VIOLATION(S) WITHIN THIRTY (30) DAYS OF THE DATE ON THIS NOTICE AND CORRECT THE CONDITIONS DESCRIBED ABOVE BY TAKING THE FOLLOWING ACTIONS:**

- 1.    Remove all unpermitted Cannabis Cultivation.**
- 2.    Obtain any permits determined by the Lake County Planning Division and/or Building Safety Division**





DATED: SEPTEMBER 14, 2022

LINDA ROSAS-BILL, CODE ENFORCEMENT OFFICER  
COMMUNITY DEVELOPMENT DEPARTMENT  
COUNTY OF LAKE  
STATE OF CALIFORNIA

- D. YOU ARE HEREBY NOTIFIED THAT IF YOU WISH TO SHOW ANY CAUSE WHY SUCH CONDITION SHOULD NOT BE ABATED OR AS TO WHY THE PROPERTY SHOULD NOT BE CONSIDERED A PUBLIC NUISANCE, YOU MUST REQUEST A PUBLIC HEARING BEFORE THE LAKE COUNTY BOARD OF SUPERVISORS BY COMPLETING AN APPEAL HEARING REQUEST FORM OR BY SUBMITTING A WRITTEN APPEAL IN WRITING. AND MUST BE FILED WITHIN TWENTY-ONE (21) DAYS OF SERVICE OF THE NOTICE OF VIOLATION. THE APPEAL SHOULD STATE THE CODE SECTION THAT YOU ARE APPEALING AND THE PROVIDE A REASON FOR THE APPEAL. IF YOU FAIL TO REQUEST A NUISANCE ABATEMENT HEARING, ALL RIGHTS TO APPEAL ANY ACTION OF THE COUNTY TO ABATE THE NUISANCE WILL BE WAIVED. THE APPEAL FORM MAY BE OBTAINED OR SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPARTMENT; CODE ENFORCEMENT DIVISION 255 N. FORBES ST., THIRD FLOOR, LAKEPORT, CA 95451
- E. WHERE THE ENFORCMENT OFFICAL HAS DETERMINED THAT THE CONDITION CAUSING THE NUISANCE IS IMMINENTLY DANGEROUS TO HUMAN LIFE OR LIMB, OR IS UNSAFE, OR IS DETRIMENTAL TO THE PUBLIC HEALTH OR SAFETY, HE MAY ORDER THAT THE BUILDING OR STRUCTURE AFFECTED BE VACATED, PENDING THE CORRECTION OR ABATMENT OF THE CONDITIONS CAUSING THE NUISANCE.
- F. PURSUANT TO CHAPTER 13 OF THE LAKE COUNTY CODE, IF YOU FAIL TO CORRECT THE NUISANCE CONDITIONS BY THE DATE SPECIFIED IN SECTION C OF THIS NOTICE AND ORDER OR ANY SUBSEQUENT TIME EXTENSION GRANTED BY THE ENFORCEMENT OFFICIAL, AND/OR FAIL TO SUCCESSFULLY SHOW CAUSE WHY SUCH CONDITION SHOULD NOT BE ABATED AS SPECIFIED IN SECTION D OF THIS NOTICE, THE ENFORCEMENT OFFICIAL MAY RECORD THIS NOTICE AND ORDER AND MAY ABATE THE PUBLIC NUISANCE. THE COSTS OF SAID ABATEMENT WILL BE RECOVERED BY ONE OR MORE OF THE FOLLOWING MEANS:
- 1) A CHARGE AGAINST THE PREMISES WITH THOSE COSTS MADE A SPECIAL ASSESSMENT AGAINST THE PREMISES. SAID SPECIAL ASSESSMENT MAY BE COLLECTED AT THE SAME TIME AND IN THE SAME MANNER AS IS PROVIDED FOR THE COLLECTION OF ORDINARY COUNTY TAXES, AND SHALL BE SUBJECT TO THE SAME PENALTIES, INTEREST AND TO THE SAME PROCEDURES OF FORECLOSURE AND SALE IN THE CASE OF DELINQUENCY AS IS PROVIDED FOR ORDINARY COUNTY TAXES.
  - 2) PAID THROUGH A CODE ENFORCEMENT DEBT REDUCTION AGREEMENT THAT HAS BEEN NEGOTIATED WITH THE LAKE COUNTY TREASURER – TAX COLLECTOR.
  - 3) REFERRED TO A DEBT COLLECTION AGENCY LICENSED BY THE STATE OF CALIFORNIA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 26220(a).

