

March 11, 2019

City of Santa Rosa City Council 100 Santa Rosa Avenue Santa Rosa, CA 95404

Via email: citycouncil@srcity.org

RE: Response to Appellant's Letter Submitted on February 26, 2019

Dear Honorable Mayor and City Council Members:

The City of Santa Rosa does not evaluate the criminal background of an owner or applicant of a cannabis business that applies for a land use permit in its jurisdiction. Phenotopia's letter submitted by its attorney Mr. Rogoway on February 25, 2019 misrepresents the City of Santa Rosa's cannabis policy and state law regarding criminal background considerations for cannabis licenses.

1. State Law: Criminal Background Evaluation for Cannabis Licensure

As part of the application for a cannabis license, applicants must submit criminal background disclosures and completed live scan forms. For applicants with criminal backgrounds, the state also requires a statement of rehabilitation that demonstrates the owner's fitness for licensure. In evaluating an owner's ability to hold a cannabis license, state law prohibits the denial of a cannabis license application based solely on an owner's prior convictions for drug related offenses:

[A] prior conviction, where the sentence, including any term of probation, incarceration, or supervised release, is completed, for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is not considered substantially related, and *shall not be the sole ground for denial of a license*. 16 CCR § 5017(b) (Emphasis added)

Furthermore, the state must take certain factors into consideration in evaluating prior criminal convictions, including the nature of the offense, the length of time that has elapsed since commission of the offense, and evidence of the rehabilitation submitted. 16 CCR § 5017(c). Attached as Exhibit A are the relevant regulatory sections.

As demonstrated, state law prohibits denial of a license based solely on an owner's prior controlled substance convictions and the state is required to consider evidence of rehabilitation. Therefore,

Phenotopia's letter incorrectly describes state law regarding the issuance of cannabis licenses based on prior criminal convictions.

2. <u>Criminal Background: Not Part of City of Santa Rosa's Cannabis Policy</u>

The City of Santa Rosa's cannabis ordinance does not require disclosure or evaluation of an owner's prior convictions. Instead, Ordinance No. ORD -2017- 025, Section 20-46.050(A) relies on the dual licensing structure to have the state agencies evaluate criminal backgrounds. The City of Santa Rosa has not made criminal backgrounds a factor in evaluating any cannabis permits, including retail applications. Many current owners of permitted cannabis operations in the City of Santa Rosa have prior convictions, which were not a factor or even considered in those permit evaluations.

3. Mr. Miranda's Criminal Background

Like many people, Mr. Miranda made some mistakes in his youth, and completed the terms of his sentence. This is evidenced by the order of commutation issued on April 27, 2010 from the Nevada Board of Pardons, which commuted Mr. Miranda's 2004 sentence. While Mr. Miranda's criminal background was not a required disclosure requirement for the City of Santa Rosa, attached as Exhibit B is evidence of his commutation.

Mr. Miranda's criminal convictions occurred 15 years ago, and he completed the terms of his convictions nine years ago. Since then, he has started a family and proven to be an excellent father. Mr. Miranda has contributed to his community and has been gainful employed. All of which will be evaluated by the Bureau of Cannabis Control (BCC) as part of the license review. Mr. Miranda has worked for years to launch this retail cannabis operations. He has sacrificed time, money and much effort to become a compliant cannabis operator. Mr. Miranda and his professional team will give every effort to ensure that his prior convictions are not an impediment to licensing.

To ensure the highest level of compliance, Highway 420 and Mr. Miranda have worked with cannabis attorneys at Kind Law and consultants from Golden State Government Relations. This team is comprised of some of top cannabis professionals in the area, and their efforts will continue to ensure that Highway 420's retail application to the BCC is as complete and thorough as possible, including owners' disclosures of prior criminal convictions.

As the City of Santa Rosa has not previously examined the criminal history of cannabis permit applicants, we urge the City Council to base its decision on the land use considerations. In this case, Highway 420 has superior location, with a stand-alone structure and ample parking. Importantly, Highway 420 has included a cannabis workforce development project and has strong neighborhood support.

Please feel free to contact my office should you have any questions or concerns about this letter.

Respectfully,

Julie Mercer-Ingram

Cc: dmanis@srcity.org; Nick@goldenstategr.com

Exhibit A State Regulations Related to Criminal Background of Owners

CALIFORNIA CODE OF REGULATIONS TITLE 16 DIVISION 42. BUREAU OF CANNABIS CONTROL

§ 5002. Annual License Application Requirements

- ...(L) A detailed description of the owner's convictions. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere. Convictions dismissed under Penal Code section 1203.4 or equivalent non-California law must be disclosed. Convictions dismissed under Health and Safety Code section 11361.8 or equivalent non-California law must be disclosed. Juvenile adjudications and traffic infractions under \$300 that did not involve alcohol, dangerous drugs, or controlled substances do not need to be included. For each conviction, the owner shall provide the following:
 - (i) The date of conviction.
 - (ii) Dates of incarceration, if applicable.
 - (iii) Dates of probation, if applicable.
 - (iv) Dates of parole, if applicable.
 - (v) A detailed description of the offense for which the owner was convicted.
 - (vi) A statement of rehabilitation for each conviction. The statement of rehabilitation is to be written by the owner and may contain evidence that the owner would like the Bureau to consider that demonstrates the owner's fitness for licensure. Supporting evidence may be attached to the statement of rehabilitation and may include, but is not limited to, a certificate of rehabilitation under Penal Code section 4852.01, and dated letters of reference from employers, instructors, or professional counselors that contain valid contact information for the individual providing the reference.

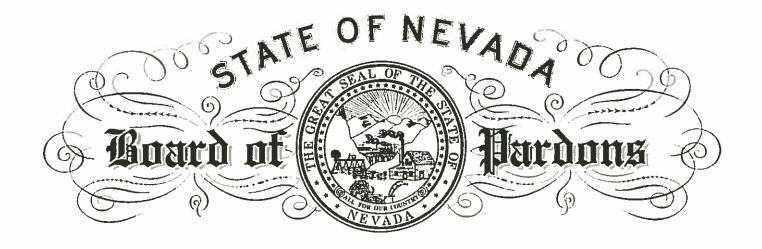
§ 5017. Substantially Related Offenses and Criteria for Rehabilitation

- (a) For the purpose of license denial, convictions that are substantially related to the qualifications, functions, or duties of the business for which the application is made include:
 - (1) A violent felony conviction, as specified in Penal Code section 667.5(c).
 - (2) A serious felony conviction, as specified in Penal Code section 1192.7(c).
 - (3) A felony conviction involving fraud, deceit, or embezzlement.
 - (4) A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.
 - (5) A felony conviction for drug trafficking with enhancements pursuant to Health and Safety Code section 11370.4 or 11379.8.
- (b) Except as provided in subsections (a)(4) and (a)(5) of this section and notwithstanding Chapter 2 (commencing with Section 480) of Division 1.5 of the Business and Professions Code, a prior conviction, where the sentence, including any term of probation, incarceration, or

supervised release, is completed, for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is not considered substantially related, and shall not be the sole ground for denial of a license. Conviction for any controlled substance felony subsequent to licensure shall be grounds for revocation of a license or denial of the renewal of a license.

- (c) When evaluating whether an applicant who has been convicted of a criminal offense that is substantially related to the qualifications, functions, or duties of the business for which the application is made should be issued a license, the Bureau shall consider the following criteria of rehabilitation:
 - (1) The nature and severity of the act or offense;
 - (2) Whether the person has a felony conviction based on possession or use of cannabis or cannabis products that would not be a felony if the person was convicted of the offense on the date of the person's application;
 - (3) The applicant's criminal record as a whole;
 - (4) Evidence of any act committed subsequent to the act or offense under consideration that could be considered grounds for denial, suspension, or revocation of a commercial cannabis activity license;
 - (5) The time that has elapsed since commission of the act or offense;
 - (6) The extent to which the applicant has complied with any terms of parole, probation, restitution, or any other sanctions lawfully imposed against the applicant;
 - (7) If applicable, evidence of dismissal under Penal Code sections 1203.4, 1203.4a, 1203.41 or another state's similar law;
 - (8) If applicable, a certificate of rehabilitation obtained under Penal Code section 4852.01 or another state's similar law; and
 - (9) Other evidence of rehabilitation submitted by the applicant.
- (d) If an applicant has been denied a license based on a conviction, the applicant may request a hearing pursuant to Business and Professions Code section 26058 to determine if the applicant should be issued a license. Authority: Section 26013, Business and Professions Code. Reference: Sections 482, 26012 and 26057, Business and Professions Code.

Exhibit B Order Commuting Sentence



Order Commuting Sentence

Pursuant to the authority of the Nevada Constitution and the Nevada Revised Statutes Section 213.010 to Section 213.100, vested in the Nevada Board of Pardons, the following ORDER is issued:

APPLICANT Justin Gregory Miranda NDOC #82297, on or about July 30, 2004 was sentenced in case CR01-0159B by the Honorable James W. Hardesty, Judge of the Second Judicial District Court, in and for the County of Washoe, State of Nevada, to imprisonment in the Nevada Department of Corrections for the crime of Trafficking in a Controlled Substance to a maximum term of 25 years with eligibility for parole beginning after 10 years has been served; and having served a portion of the sentence imposed and applied to this Board for a commutation of sentence;

IT IS HEREBY ORDERED, that effective this date, the sentence imposed in case CR01-0159B for Trafficking in a Controlled Substance is commuted to allow for immediate parole eligibility.

IN TESTIMONY WHEREOF, We have severally signed and caused these presents to be attested with the Great Seal of the State of Nevada. Done at Carson City, Nevada, this 27th day of April 2010 A.D.

Jim Gibbons, Covernor of Nevada

Catherine Cortes Masto, Attorney General

1200 Tava

Ronald D. Parraguirre, Chief Justice of the Supreme Court

Aune w. Handest.



From: Padraic Fahey <remedia707@gmail.com>

Sent: Monday, March 11, 2019 4:12 PM

To: _CityCouncilListPublic; City Clerk; Gomez, Daisy

Subject: Fwd: Labor Peace Agreement

Attachments: Labor Peace Agreement 20190215.pdf

Follow Up Flag: Follow up Flag Status: Flagged

Dear City Council,

For your consideration please see our Labor Peace Agreement with the local Teamsters, attached.

Best Regards,

Padraic Fahey

Labor Peace Agreement By and between

Padraic Fahey ("Employer")

Teamsters Joint Councils #7 and #42

Whereas Employer holds or intends to apply for one or more State Licenses to engage in commercial cannabis activity, and intends to become a licensee to engage in commercial cannabis activity, as such terms are defined by Chapter 1 of Division 10, commencing with section 26000 of the California Business and Professions Code;

Whereas Union represents employees working within industries engaged in cultivating, processing, warehousing or transportation of perishable and consumer products, and such industries are within the historical and recognized jurisdiction of the Union;

Whereas Employer desires to construct and operate commercial cannabis activities within the Union's geographic jurisdiction, and desires to do so without disruption, unrest or delay that may be occasioned by labor disputes;

Whereas the Union seeks a means of efficiently and amicably resolving disputes relating to its representation of employees engaged in the industry in which Employer seeks to operate;

Whereas the parties intend this agreement to satisfy the provisions of Business and Professions Code section 26051.5;

Wherefore, the Parties voluntarily enter into this agreement, which shall be binding on them:

1. Scope and term:

- A. **Scope.** This agreement shall apply with respect to any and all commercial cannabis activities in which the Employer currently engages and any operations the Employer engages in the future, in addition to any businesses acquired by the Employer with respect to employees not already represented by a labor organization. This Agreement shall be submitted with any application made by Employer to obtain any License to engage in commercial cannabis activities pursuant to state law or local governmental ordinances.
- B. **Term.** This agreement shall be in effect and binding upon the parties from the date on which it is executed and continuing for and continuing for a period of 2 years. This agreement shall be binding with respect to all employees engaged in commercial cannabis activities employed by the employer but shall cease to apply to employees for whom (1) a labor organization is recognized and the parties have entered into a collective bargaining agreement covering such employees; or (2) the National Labor Relations Board has issued a certification with respect to such employees.

2. Obligations of the Employer

- A. Neutrality. The Employer shall remain neutral with respect to the Union and its representation of employees covered by this agreement. Neutrality means that the Employer shall make no written or oral statement or take any action opposing or advocating unionization. The Employer also shall not demean the Union as an organization or its representatives as individuals, nor portray the Union in a bad light. The Employer shall not retaliate against, disparage or pressure any employee for voicing his or her support or opposition of the Union or union representation, and shall not conduct captive audience meetings. The Employer will inform all managerial employees, supervisors, or other agents of the Employer of their obligations under this Agreement and will take prompt and appropriate action to stop and correct any violations of this Agreement up to and including termination from employment for any violations of this neutrality provision.
- B. Union Access. The Company recognizes the Union's right to communicate with the workers it seeks to organize and the Union recognizes that access must accommodate the Company's concerns with minimizing disruption of its business and productivity. The Company shall permit Union representatives access to employer property and facilities for the purpose of communicating with employees about Union representation. Employees will be allowed to distribute literature and distribute and collect authorizations cards.
- C. **Employee Eligibility List.** The Employer shall provide to the Union the names, addresses, telephone numbers and email addresses of all non-managerial and nonsupervisory employees covered by this agreement, together with a designation of the work location and department/function of each listed employee, which shall be described with respect to one or of the following types of work: clerical, cultivation, manufacturing, processing, laboratory services, labeling, packaging, storing or warehousing, transporting, distributing, sales, or security/guards. The Employer shall update eligibility list regularly and no less often than weekly if requested by the Union.

The Eligibility list shall be used for and be regarded as a conclusive eligibility list for the purpose of determining whether the Union enjoys a majority of support among the employees, or a subset of such employees appropriate for purposes of collective bargaining.

- D. <u>Card Check Recognition</u>. The Employer agrees to recognize the Union as the exclusive representative of its employees in an appropriate bargaining unit, upon the showing of majority support among such employees to the Employer or an agreed-upon neutral. The Employer agrees to process such requests for recognition without delay.
- E. No Lockout: The employer shall not engage in a lockout of employees.

3. Obligations of the Union

- A. **Union Neutrality**. The Union agrees to communicate with employees in a positive manner and shall not denigrate the Company, its managers, supervisors, agents or representatives. The Union shall not present or portray the Employer in a bad light to employees or to the public.
- B. **Non-disruption of business operations.** The Union's activities shall not disrupt or interfere with the Employer's operations or business.
- C. **No Strike**. The union and any employees it represents will not engage in or encourage any strikes, slowdowns, picketing or other concerted activity. The union will not engage in any hand-billing directed at the public except insofar as the parties agree in advance that such hand-billing is appropriate and not a breach of this agreement.
- D. **Assignment of Local Union**. The respective Joint Council which has the geographic jurisdiction over the work location or locations of the Employer shall assign the local union which will represent the members of the bargaining unit.

4. Resolution of Disputes

- A. **Notice of breach.** Should a party determine that the other may be in breach of this Agreement, it shall inform the other in writing. The party so informed shall have 24 hours to cease and desist from the practice and/or provide an explanation of its action. In the event the aggrieved party is not satisfied, it shall invoke this dispute resolution procedure set forth in this Agreement as the sole means of resolving the dispute.
- B. **Resolution of Disputes.** Any and all disputes regarding the interpretation, application or compliance with this Agreement shall be subject to binding arbitration, with the sole exception being injunctive relief sought for the purpose of maintaining the *status quo* pending the resolution of the particular dispute under this procedure or to enforce the decision of the Arbitrator.

Should a dispute arise, either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Arbitrators on the FMCS Panel must be members of the National Academy of Arbitrators from Northern California. The parties shall alternately strike from the FMCS Panel. The selected arbitrator shall provide dates and the parties shall agree on a date that is no longer than sixty days following the date on which they have selected the arbitrator. If he or she is unable to offer dates within such sixty-day period, the jurisdiction to hear the dispute shall be offered to each arbitrator on the FMCS Panel in the reverse order that they were struck by the parties.

At the conclusion of the hearing, the parties may submit oral argument, but neither party shall submit any written briefs. A final written decision may be issued by the arbitrator at the conclusion of the hearing or within three days of the close of the hearing. The parties shall request the arbitrator who first hears a dispute under this provision to accept

designation as a permanent arbitrator if s/he is willing to continue to hear and resolve disputes on an expedited basis.

Except as provided in subsection C, the parties shall split the cost of the arbitrator and bear their own costs of participation in the dispute resolution process.

C. Exceptional Remedies for Willful Breach. In the event the Arbitrator finds a party has willfully breached this agreement, s/he shall impose the following remedies as appropriate to fully remedy the breach: Injunctive relief; award of attorney's fees and arbitration costs; extension of the term of this agreement; foreseeable, reliance, consequential or actual damages; specific performance; and liquidated damages in an amount of no less than \$5,000. In the event a prevailing party must proceed to a court of law to confirm and/or enforce an award issued under this agreement, the losing party shall be liable for payment of reasonable attorneys' fees and costs incurred to enforce and obtain compliance with the award.

5. Severability

To the extent one or more terms of this agreement are determined to be invalid by a court of law or by a final decision of an administrative agency that is appealable only to a court of law, the remaining provisions shall be unaffected and shall remain in force and effect.

6. Warranty of Authority

The parties warrant that their respective representatives who have executed this agreement have full authority to bind and obligate the parties to the terms set forth herein.

Agreed and accepted this 15 date of Feb: 2019

By: Indiana Faher Name:
Title: For Employer: Padraic Taker

By: Manue: Name:
Title: Resident 18T 665
For the Union MICHAEL YATES

From: Padraic Fahey <remedia707@gmail.com>

Sent: Monday, March 11, 2019 4:52 PM

To: _CityCouncilListPublic; City Clerk; Gomez, Daisy

Subject: Roseland resident letter of support

Attachments: Joshua Inong's Letter of Support for Phenotopia.docx

Follow Up Flag: Follow up Flag Status: Flagged

Dear City Council Members,

Please find this letter of support for Phenotopia from longtime Roseland resident Joshua Inong, attached.

Best regards,

Padraic Fahey

To the City Council of Santa Rosa:

My name is Joshua Inong and I've been a Roseland resident since 1987. The Corby-Olive Action Committee has organized a community campout for the past 20 years and I have assisted since 2014. For the past 5 years, I have helped organize and run this event in partnership with the Corby-Olive Action Committee. The Corby-Olive Action Committee is a neighborhood outreach located in the Roseland area. My parents, along with other community members, started this campout and backpack drive in efforts to provide school supplies and a camping experience for low income children and families, who would otherwise not have the opportunity to do so. I assumed the treasury duties five years ago and for the past two years, I have become President. I enjoy seeing growth in my community and the smiles on the children's face when they come to the campout.

We begin planning the event a year in advance. We choose a weekend in July or August, a few weeks prior to the beginning of the school year. The campout begins around 3pm with dinner around 6pm. The parents of the participating children volunteer to facilitate games for the duration of the event. Part of our preparation includes clearing areas for the children and their families to set up their tents so they may camp in the evening at the park. Once tents are assembled, we set up the movie screening and also hand out popcorn. The parent volunteers are also assigned shifts so that we have a "patrol" throughout the evening to ensure safety. The patrolling officers of Santa Rosa Police Department also stop by and check in on our event. The next morning begins around 8am with breakfast and we conclude the campout with the backpack drive for all participating children. The committee and the participating families all assist in cleaning up the park and returning it to pristine condition.

This campout and backpack drive is an important event in the Corby-Olive community. I work in collaboration with another member of the community by asking for donations from local farmers markets and businesses. In 2018, Andy's Produce donated an estimated \$400.00 worth of produce towards our campout. An estimated \$500.00 is donated from Golden Gate Meat Company located here in Santa Rosa. We estimate about \$300-\$500 spent from our own personal accounts on other perishable foods (ie buns, bottled water, etc). We believe in promoting local business and prefer to purchase from local Sonoma County businesses. In addition to food, we buy backpacks for 40 to 50 kids. The backpacks contain binders, paper supplies, pen, pencils, and highlighters. In 2018, we have had the pleasure of partnering with Creative Dentistry, who donated a free cleaning and X-ray exam for the youth(4-18 years old). This past year, we also obtained the use of two bounce houses and set up a movie night with a projector/screen donated by another community member and screened "Coco" and "The Jungle Book".

It's a small event but goes a long way for the children in my neighborhood. I'm setting higher goals for myself and the committee for 2019 and years to come so I can

involve the entire Roseland District. Growing up in Roseland, it is my dream that these small steps will enable me to give back to the Roseland community and the families who live here. It is vital to me that this neighborhood is given the support it deserves.

I know the City of Santa Rosa has made it a priority to revitalize Roseland, and I believe Phenotopia is the perfect fit for those plans. I believe the Sebastopol Road corridor and specifically Dutton Plaza could greatly benefit from a high quality cannabis retail business, such as Phenotopia. The people of Roseland should not have to travel outside of their community to access high quality cannabis for medicinal or recreational purposes.

I've had a chance to look over Phenotopia's application and business plan. I can see that the team took great care and ensured the utmost professionalism was used to apply. Phenotopia is planning to bring a first class enterprise to Roseland. As a card-carrying union member, I am pleased to see they are offering vocational training and have signed a Labor Peace Agreement with the Teamsters. I am very impressed by the score given to Phenotopia by the City of Santa Rosa.

In my opinion, it would be unfair to not allow Phenotopia to move forward in the permitting process as they have shown that they meet the criteria to be the superior applicant by the ranking process of the City Of Santa Rosa.

Phenotopia has pledged to give back 5% of profits to the community and hire local bilingual staff whenever possible. Please help improve Roseland and create employment opportunities by awarding the permit to Phenotopia so they may honor their pledges made to my community and revitalize our fair city.

Thank You.

Joshua Inong

VP Of Marketing & Sales

2328 Fourth St, Santa Rosa Ca 95404

Labor Resource Management Inc.

707.849.0706

March 11, 2019

Willie Tamayo

Permanent address: 3788 Palazzo Court

Santa Rosa, Ca.

95404

C/O Temporary address 5 Charles Hill Place

Orinda, Ca.

94563

RE: Highway 420 application to Santa Rosa City Council

Greetings,

My name is Willie Tamayo. I am a resident of Santa Rosa, who lost our home in the 2017 wildfires.

We currently are living in temporary replacement home in Orinda, California.

I have been a proud business co-owner of family business in Santa Rosa for over forty years and understand the commitment needed to run a successful business.

I am writing to show my support for the Highway 420 project and their team led by Justin Miranda. I have met Mr. Miranda and am familiar with his past history and future entrepreneurial plans for the Highway 420 retail project. I know many of us make mistakes early in life, sometimes having to pay the price and learn from our mistakes. Mr. Miranda has been a positive role model in the Roseland area for many years after paying his dues.

Highway 420 is in the permit process to run a cannabis retail project which will include a non-profit training facility that will benefit everyone in the community, especially the Roseland community. Justin Miranda is a young man that grew up in the South Park area of Santa Rosa and he is doing the right thing by being and entrepreneur and looking to invest in the community that helped him be where he is today.

As a local business owner, I encourage you to allow Highway 420 to move forward with their permit. They will bring much needed jobs and opportunities to underserved members of our community.

Thank you for your time and consideration in this matter.

Sincerely

Willie Tamayo

From: Alfonso Ferrel <ferrel.alfonso705@gmail.com>

Sent: Tuesday, March 12, 2019 9:17 AM

To: _CityCouncilListPublic **Subject:** Opposed to 420 Highway

Dear Councilmembers,

I wanted to make sure you read my correspondence before the hearing tonight, so I'm re-sending it, in case you missed it.

I have lived in Roseland for 15 years. I read through the extensive appeal documents and found Justin Miranda's criminal history to be unacceptable. Please protect Roseland! Below is a highlighted list of Mr. Miranda's past and active offenses.

- 1. 2001 Arrested for trafficking methamphetamine, possession of methamphetamine, possession of methamphetamine for sales, possession of drug paraphernalia, and transport of methamphetamine via interstate commerce between California and Nevada.
- 2. 2001 Found with a loaded, concealed Sterling semi-automatic gun hidden under a plastic rectangular holder that snapped into the center console of his car.
- 3. 2002 Convicted of trafficking a controlled substance and sentenced to a prison term of 10 years, but the court was willing to give him a second chance and allowed him to stay out of jail if he didn't violate probation.
- 4. 2002 Held in contempt of court for lying about having legal counsel.
- 5. 2002 Violated his probation 2 times for having altercation with his father and crossing state lines which were both prohibited in his probation terms.
- 6. 2003 Violated his probation. Forcibly kicked down his father's front door and forcibly removing items from his father's house in Santa Rosa.
- 7. 2004 Violated probation Had a blood alcohol content of .279.
- 8. 2005 Mr. Miranda ordered to serve his 10-year sentence for breaking his probation 4 or 5 times.
- 9. For a 10-year sentence nothing went wrong because he was serving his time.
- 10. 2016 Launches an illegal marijuana delivery service that does not have employee protections or payroll, does not pay any taxes, insurance, etc. He is currently operating in 3 different counties.
- 11. 2018 Lied to the subcommittee about suspending his delivery services and following the law.
- 12. 2019 Maintains his lie to the city council that he wasn't operating his delivery service after Jan. 1, 2018.

Mr. Miranda has a consistent history of lying to authority. His past offenses were related to methamphetamines and dangerous firearms and his eventual jail time came after violating probation many times. We deserve better in Roseland. My fear is that he will run a cannabis dispensary with backdoor black-market sales. He will not be good for the Roseland neighborhood. Please do not approve Justin Miranda's permit!

Sincerely,

Alfonso Ferrel Roseland Resident