



6372972



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF INCORPORATION
CA AGRICULTURAL COOPERATIVE ASSOCIATION
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only

-FILED-

File No.: 6372972

Date Filed: 9/13/2024

B3038-6615 09/13/2024 11:08 AM Received by California Secretary of State

Corporation Name		Joint Vision Cooperative, Inc.
Initial Street Address of Principal Office of Corporation		27770 N. ENTERTAINMENT DRIVE
Principal Address		VALENCIA, CA 91355
County of Principal Office		Los Angeles
Initial Mailing Address of Corporation		27770 N. ENTERTAINMENT DRIVE
Mailing Address		VALENCIA, CA 91355-1092
Attention		
Directors		
The number of directors of the corporation is: 4		
Director Name	Director Address	
Jim Phillips	27770 N. ENTERTAINMENT DRIVE VALENCIA, CA 91355	
Christian Harris	27770 N. ENTERTAINMENT DRIVE VALENCIA, CA 91355	
Harold Edwards	1141 CUMMINGS ROAD SANTA PAULA, CA 93060	
Mark Palamountain	1141 CUMMINGS ROAD SANTA PAULA, CA 93060	
Agent for Service of Process		NATIONAL REGISTERED AGENTS, INC.
California Registered Corporate Agent (1505)		Registered Corporate 1505 Agent
Membership Interests or Shares		
Is this corporation organized with membership interests or shares? Membership Interests		
Voting Power and Property Rights and Interests		
The voting power and property rights and interests of the members are: Equal		
Purpose Statement		
The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code. This corporation is a cooperative association formed for the purpose of engaging in an activity pursuant to Food and Agricultural Code section 54061.		
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.		
Signatures		
<input checked="" type="checkbox"/> I declare that I am the person who executed this instrument, which execution is my act and deed.		
Mark Palamountain		09/05/2024
Director Signature		Date

Jim Phillips

09/04/2024

Director Signature

Date

Harold S. Edwards

09/04/2024

Director Signature

Date

Christian Harris

09/04/2024

Director Signature

Date

**ATTACHMENT: ADDITIONAL PROVISIONS FOR ARTICLES OF INCORPORATION
of
JOINT VISION COOPERATIVE, INC.**

ARTICLE I: PURPOSES

The primary purpose for which the cooperative is formed is to acquire, exchange, interpret, and disseminate past, present, or prospective crop, market, statistical, economic, and other similar information by direct exchange between its members (“Members”) and/or by and through a common agent created or selected by them, as authorized under The Capper-Volstead Act, 42 Stat. 388, 7 U.S.C. §291 and The Cooperative Marketing Act of 1926, 44 Stat. 802, 7 U.S.C. §455. Nothing herein shall be deemed to limit the rights or powers of the Cooperative to engage in any lawful act that the board of directors shall determine.

In carrying out the primary purpose, the Cooperative shall have every power, privilege, right, and immunity now or hereafter authorized or permitted by law to a Cooperative organized or existing pursuant to the provisions of Chapter 1 of Division 20 of the Food and Agricultural Code of the State of California (“Chapter 1”) and all amendments, substitutions, and continuances therefor, including, without limitation, the protections afforded by Chapter 1.

ARTICLE II: CAPITAL FUNDS

To provide funds for corporate purposes, capital funds and other allocated reserves may be established by the Board of Directors of the Cooperative in the manner provided in the bylaws. Such capital funds or allocated reserve credits shall not be deemed to evidence, create, or establish any present property rights or interests as such terms are used hereafter. Such capital funds and other allocated reserve credits shall be payable at the times and in the manner determined by the Board of Directors pursuant to the provisions of the Bylaws.

ARTICLE III: CAPITAL STRUCTURE AND VOTING RIGHTS

The Cooperative is a membership association without capital stock. The voting power of each Member shall equal, and each Member shall have, one vote.

ARTICLE IV: PROPERTY RIGHTS AND INTERESTS

The property rights and interest of each Member shall be equal.

- a. Upon termination of membership of any Member for any reason, all property rights and interests of such former Member shall cease and such former Member shall be entitled only to receive payment of any capital fund and other allocated reserved credits, at the time or times provided in the Cooperative’s bylaws.
- b. In the event of dissolution of the Cooperative, any residue that may remain after payment in full of all indebtedness, including any obligations evidenced by capital fund or funds, shall be distributed equally among the Members of the Cooperative who were Members at the time of commencement of proceedings to wind up and dissolve the Cooperative.
- c. In the event that the Cooperative at any time determines to transfer the property and assets of the Cooperative to a successor association as the successor of the Cooperative, then the transfer of said property and assets by the Cooperative to such successor association shall not be considered a dissolution or liquidation within the meaning of the foregoing paragraph. Such successor association shall in substance be a farmer’s non-profit cooperative marketing association formed or reorganized for such purpose. Such successor association shall be formed by consolidation,

merger, or otherwise. Property rights and interests of the members of the Cooperative shall be recognized and preserved in an equitable manner in such successor association.

ARTICLE V: INDEMNIFICATION

Each director and officer of the Cooperative shall be indemnified by the Cooperative to the fullest extent permissible under California law against all costs, expenses and liability, including, without limitation, judgments, fines, and settlements incurred by him/her in connection with, or resulting from, any threatened, pending or completed action, suit or proceeding, to which such director or officer may be made a party by reason of being or having been a director or officer of the Cooperative . The foregoing right of indemnification shall not be exclusive of other rights to which he or she may be entitled as a matter of law.

Subject to the then conditions and qualifications set forth in the California Corporations Code, expenses incurred by any such person in defending any action, suit, or proceeding referred to above shall, upon written request by such person, be advanced by the Cooperative prior to the final disposition of such proceeding, upon receipt of a written promise by or on behalf of such person to repay such amount unless it is ultimately determined that such person is entitled to be indemnified as set forth herein. Such written undertaking shall be accompanied by such collateral to secure repayment as the Board of Directors, in the exercise of its discretion, determines should be required under the circumstances of the case.