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7
8 UNITED STATES DISTRICT COURT

9 EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

10
11 RENA WYMAN,

12 Plaintiff,

13 v.

14 HIGH TIMES PRODUCTIONS, INC., and
15 CALIFORNIA EXPOSITION AND
STATE FAIR,

16 Defendants.

Case No. 18-CV-02621-TLN-EFB

**NOTICE OF SETTLEMENT AND
STIPULATION OF DISMISSAL OF
CASE**

Judge: Hon. Troy L. Nunley

1 WHEREAS, Plaintiff Rena Wyman, represented by Rosen Bien Galvan & Grunfeld
2 LLP, filed a lawsuit styled *Wyman v. High Times Productions, Inc. and California*
3 *Exposition and State Fair*, Case No. 2:18-cv-02621-TLN-EFB, in the United States
4 District Court for the Eastern District of California on September 24, 2018 (the
5 “Lawsuit”).

6 WHEREAS, on September 25, 2019, Plaintiff and Defendant High Times
7 Productions, Inc. (“High Times”) entered into a settlement of Plaintiff’s claims against
8 High Times, which is attached hereto as **Exhibit A** (the “High Times Settlement
9 Agreement”).

10 WHEREAS, on September 25, 2019, Plaintiff and Defendant California Exposition
11 and State Fair (“Cal Expo”) entered into a settlement of Plaintiff’s claims against Cal
12 Expo, which is attached hereto as **Exhibit B** (the “Cal Expo Settlement Agreement”).

13 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the
14 parties hereto, through their undersigned counsel, contingent on this Court retaining
15 jurisdiction as set forth below, as follows:

16 1. All of Plaintiff’s claims against Defendants in the Lawsuit are hereby
17 dismissed, with prejudice.

18 2. The parties respectfully request that the United States District Court for the
19 Eastern District of California, Judge Troy L. Nunley, retain jurisdiction over this case with
20 respect to Defendant High Times to enforce the terms of the High Times Settlement
21 Agreement. Should Judge Nunley become unavailable, the parties shall request that
22 another judge or magistrate judge be assigned authority over this matter.

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1 3. Defendant Cal Expo is hereby dismissed from this case. The Court shall not
2 retain jurisdiction over Cal Expo for any purpose.

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4 IT IS SO STIPULATED.

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6 DATED: September 30, 2019

Respectfully submitted,

7 ROSEN BIEN GALVAN & GRUNFELD LLP

8 By: /s/ Cara E. Trapani

9 Cara E. Trapani

10 Attorneys for Plaintiff RENA WYMAN

11
12 DATED: September 30, 2019

SAMINI COHEN SPANOS LLP

13 By: /s/ Theodore G. Spanos

14 Theodore G. Spanos

15 Attorneys for Defendants

16 HIGH TIMES PRODUCTIONS, INC. and

17 CALIFORNIA EXPOSITION AND STATE FAIR
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Exhibit A

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) concerns Rena Wyman (“Ms. Wyman” or “Plaintiff”) and High Times Productions, Inc. (“High Times”) and California Exposition and State Fair (“Cal Expo” and collectively, “Defendants”). Ms. Wyman, High Times, and Cal Expo are hereafter referred to jointly as the “Parties.” This Agreement sets forth the terms and conditions of an agreement to settle Ms. Wyman’s claims against High Times in *Wyman v. High Times Productions, Inc. and California Exposition and State Fair*, Case No. 2:18-cv-02621-TLN-EFB (E.D. Cal.) (the “Action”). This Agreement is legally binding and enforceable as a contract formed under California law.

RECITALS

WHEREAS, on September 24, 2018, Ms. Wyman, through her attorneys, filed a lawsuit against Defendants concerning disability access at a Cannabis Cup festival that High Times hosted at the Cal Expo Fairgrounds on May 4 and 5, 2018, and future High Times and Cal Expo Events. Ms. Wyman sought damages and prospective relief under the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12101, *et seq.*, Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, the California Unruh Civil Rights Act, Cal. Civ. Code §§ 51 & 52, the California Disabled Persons Act, Cal. Civ. Code §§ 54-54.3; and under a common law cause of action for negligence under federal and state disability rights law.

WHEREAS, the Parties engaged in good faith negotiation regarding changes to High Times’ and Cal Expo’s practices, policies, and procedures to improve disability access and ensure that individuals with disabilities realize their right to live in the world on equal footing. During this process, High Times and Cal Expo emphasized their commitment to ensuring that Ms. Wyman and other disabled Patrons receive full and equal access to High Times and Cal Expo Events.

WHEREAS, by this Agreement, the Parties intend to settle and fully dispose of all of Ms. Wyman's claims and causes of action raised against High Times in Ms. Wyman's Action. The Parties believe this Agreement is fair, reasonable, and adequate to protect the interests of all Parties.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, and the following terms and conditions, and for good and valuable consideration, the receipt of which is hereby expressly acknowledged by each of the Parties, the Parties covenant and agree as follows:

DEFINITIONS

"Cal Expo Event" means any event that takes place at Cal Expo's event complex in Sacramento, California (the "Cal Expo Fairgrounds") including those sponsored and/or hosted by High Times.

"Effective Date" is the date on which this Agreement is fully executed by all the Parties.

"Event Space" means the physical location where the event takes place.

"Patron" means an individual who has attended, will attend, and/or wants to attend any event.

"High Times Event" means any event hosted, organized, and/or sponsored by High Times, or any subsidiary thereof.

"Mobility Disability" means an impairment that affects an individual's ability to move physically and which substantially limits the individual's ability to perform one or more major life activities, including but not limited to standing, lifting, stooping, and/or ambulating.

"Plaintiff's" or "Ms. Wyman's Counsel" means the law firm Rosen Bien Galvan & Grunfeld, LLP.

1. Dismissal of Cal Expo with Prejudice

Plaintiff and Cal Expo are simultaneously negotiating a separate agreement to settle and fully dispose of all of Ms. Wyman's claims and causes of action against Cal Expo raised in Ms. Wyman's Action. Once that agreement is finalized, the Parties agree that Cal Expo shall be dismissed with prejudice from the Action.

2. Agreed Upon Modifications to Policies, Practices, and Procedures of High Times

High Times agrees to implement the following measures within a reasonable time from the Effective Date, with the Parties' mutual goal of ensuring that High Times Events are compliant with the ADA.

a. Enhanced Channels of Communication

High Times agrees to provide detailed information on its website regarding disability access at High Times Events. High Times agrees to provide a phone number and email address online for Patrons to contact High Times to address questions and requests related to disability access at High Times Events. High Times agrees to implement internal practices, policies, and procedures necessary to ensure that Patrons who contact High Times regarding disability access at High Times Events are responded to in a timely manner.

b. Disability Access at High Times Events

High Times agrees to provide the following at all future High Times Events:

i. Portable restroom units and handwashing stations that are accessible to and readily useable by individuals who use wheelchairs. If elevated portable restrooms are provided, a minimum of one (1) shall have a ramp for use by individuals who use wheelchairs, but if elevated portable restrooms are not provided at an event, then this provision shall not apply to that event. Wheelchair accessible portable restrooms shall not be placed anywhere that requires users

to step up on a curb or any other location that is not readily accessible to and useable by individuals who use wheelchairs;

ii. High Times Events shall include “[a]t least one accessible route [that] shall connect accessible buildings, accessible facilities, accessible elements, and accessible spaces that are on the same site.” 2010 ADA Standards for Accessible Design, Section 206.2.2 (36 C.F.R. § Pt. 1191, App. B). “Accessible routes shall coincide with or be located in the same area as general circulation paths.” *Id.* Section 206.3. Such routes shall “include[] a continuous, unobstructed way of pedestrian passage” whereby the Event Space “may be approached, entered, and exited, and which connects the [Event Space] with an exterior approach (including sidewalks, streets, and parking areas), an entrance to the facility, and other parts of the facility. An accessible path of travel may consist of walks and sidewalks, curb ramps or other interior or exterior pedestrian ramps; clear floor paths ... parking access aisles; elevators and lifts, or a combination of these elements.” 28 C.F.R. § 36.403(e);

iii. High Times will use its best efforts to provide a safe and accessible viewing area for concerts and other performances and presentations where Patrons with Mobility Disabilities and their companion(s) are provided lines of sight comparable to those for members of the general public. High Times will further use its best efforts to ensure that the accessible viewing area shall be connected to the rest of the Event Space by a continuous unobstructed path of travel to ensure safe and reasonable exit and entry to and from the area for Patrons with Mobility Disabilities;

iv. High Times will use its best efforts to structure its contests and/or games, if provided, in a manner that provides at least half of them are readily accessible to individuals who use wheelchairs. For example, if a game involves throwing prizes into a crowd, then another

game will provide winning prizes through a raffle which would accord to individuals who use wheelchairs the same chance of winning as those who do not use wheelchairs;

v. High Times will use its best efforts to work with vendors to ensure that their booths meet current ADA requirements, including educating vendors that a portion of their booth shall be “36 inches (915 mm) high maximum above the finish floor,” 2010 ADA Standards for Accessible Design, Section 904.4 (36 C.F.R. § Pt. 1191, App. D), or that vendors provide “auxiliary aids and services ... to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals.” 28 C.F.R. § 36.303(a). This may include, for example, educating vendors to take items from an inaccessible area to an interested individual in order to allow the individual to evaluate and select merchandise or to participate in an activity offered;

vi. High Times will use its best efforts to ensure that food and drink tables, if provided, are readily accessible to and useable by individuals who use wheelchairs. High Times will further use its best efforts to ensure that each wheelchair accessible table shall have sufficient knee clearance space and surface height to ensure accessibility and shall not be placed anywhere that requires users to step up on a curb or any other location that is not readily accessible to and useable by individuals who use wheelchairs;

vii. A designated “access center” at each High Times Event that is clearly labeled and easy to find, where Patrons with Mobility Disabilities can ask questions and make requests related to disability access; and

viii. Ticketing options that provide access to the event’s accessible viewing area. Specifically, High Times will provide disabled Patrons with a wristband providing them “plus 1” access to ADA accessible viewing areas. High Times will not sell specific ADA tickets

in advance of its events. High Times will make wristbands available for pickup at the entrance to each event and/or at each event's "access center" described in paragraph 2.b.vii, above.

c. Accessibility Consultant

Within sixty (60) days of the Effective Date, High Times agrees to retain an outside accessibility consultant for the Term of the Agreement to provide assistance in ensuring that High Times fulfills its obligations under this Agreement and that all High Times Events are as accessible as possible for Patrons with Mobility Disabilities. High Times agrees to retain an individual or entity with substantial awareness of the requirements of the ADA and experience addressing accessibility concerns at temporary events and/or festivals, such as the non-profit organization Accessible Festivals (<https://www.accessiblefestivals.org/>). High Times further agrees that the accessibility consultant will inspect vendor booths at High Times Events and provide feedback and guidance to vendors to help ensure their booths and/or goods and services are accessible to Patrons with Mobility Disabilities. High Times agrees to share the accessibility consultant's feedback regarding the accessibility of High Times Events to Ms. Wyman's Counsel on a regular basis.

d. Modifications to High Times' Policies

The document set forth as **Exhibit A** to this Agreement is High Times' Accessibility Policy, which explains High Times' practices for ensuring all High Times Events are fully accessible. High Times shall include the text of the Accessibility Policy on its website, www.cannabiscup.com, under each High Times event page located under the tab "Upcoming Events." If High Times changes the layout of its website after the Effective Date of this Agreement, the Accessibility Policy shall be displayed on its website in some similar, prominent location. High Times shall train its staff on the Accessibility Policy and on how to timely respond to and address Patrons' questions and requests regarding disability access at High Times Events.

If High Times wishes to make substantive revisions to its Accessibility Policy, High Times will use its best effort to provide reasonable notice to Ms. Wyman's counsel and an opportunity to provide feedback on its proposed revised policy. High Times shall consider in good faith incorporating Plaintiff's feedback. High Times shall promptly provide Ms. Wyman's counsel with a copy of any revised policy after finalizing it.

e. Enhanced Training

High Times agrees to provide accessibility awareness and disability sensitivity training to its staff at least twice per year. This may include hiring an outside entity, such as Made Welcome (<https://made-welcome.com/about/>) or GenLead | BelongLab (<http://www.genlead.co/home.html>) to provide such training. High Times agrees to notify Ms. Wyman's Counsel when each training occurs.

3. Individual Compensation to Ms. Wyman

Within thirty (30) days of the Effective Date, High Times shall pay \$40,000 in cash to Ms. Wyman and shall issue \$10,000 worth of High Times stock to the Trustee of the Rena Wyman Special Needs Trust (the "Settlement Payment"). If High Times' stock is not listed on a public exchange, and if High Times has not been acquired, within six (6) months from the Effective Date, High Times shall buy back the stock by paying the Trustee of the Rena Wyman Special Needs Trust \$10,000 in cash. The Settlement Payment will be delivered to: Cara Trapani, Rosen Bien Galvan & Grunfeld LLP, 101 Mission Street, 6th Floor, San Francisco, CA 94105. Ms. Wyman and the Trustee of the Rena Wyman Special Needs Trust will each provide High Times with a Form W-9 within five (5) business days of the Effective Date. High Times will issue a 1099-MISC form to Ms. Wyman reflecting the Settlement Payment. It is the intention of the Parties that these sums represent compensation on account of personal injuries or sickness within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986 as amended.

4. Continuing Jurisdiction

The Parties agree that the District Court for the Eastern District of California may retain jurisdiction to interpret and enforce the terms of this Agreement.

5. Reasonable Attorneys' Fees and Costs

Within thirty (30) days of the Effective Date, High Times shall pay Ms. Wyman's Counsel \$45,000 for attorneys' fees and expenses incurred by Ms. Wyman's Counsel in connection with the Action and this Agreement through the Effective Date. High Times shall make the funds payable to "Rosen Bien Galvan & Grunfeld LLP" with Federal Tax ID No.: 94-3136812. High Times shall mail the payment to Rosen Bien Galvan & Grunfeld LLP, 101 Mission Street, 6th Floor, San Francisco, CA 94105. High Times will issue a 1099-MISC form to Rosen Bien Galvan & Grunfeld LLP reflecting the payment. This payment represents compensation for attorneys' fees and costs in connection with an action involving a claim of unlawful discrimination within the meaning of Section 62(a)(19) of the Internal Revenue Code of 1986 as amended.

The Parties agree that Ms. Wyman's Counsel expressly reserve their rights to pursue claims for Attorneys' Fees for work performed after the time the Agreement is signed by all the Parties, including for work spent on monitoring and/or enforcing Defendants' compliance with this Agreement after the Effective Date ("monitoring fees"). The Parties will use the following procedure to resolve Ms. Wyman's Counsel's requests for monitoring fees: beginning twelve (12) months after the Effective Date, Ms. Wyman's Counsel will annually present their claim for reasonable monitoring fees to Defendants for the preceding year of monitoring work. If the Parties are not able to reach agreement on the amount of reasonable monitoring fees within sixty (60) days of Defendants' receipt of the monitoring fees claim, Ms. Wyman's Counsel shall submit the matter to the Court in this Action by noticed motion.

6. Additional Modifications to High Times' Policies, Practices, and Procedures

The Parties recognize and agree that other relevant issues may arise after the Effective Date that were not anticipated when the Parties entered into this Agreement. The Parties therefore agree that at any point after the one-year anniversary of the Effective Date, Ms. Wyman, through her counsel, may request in writing further modifications to High Times' policies, practices, and procedures if there is good cause to believe there is a need for such modifications to ensure that Patrons with Mobility Disabilities have full and equal access to High Times Events. Within thirty (30) days of Ms. Wyman's Counsel's request, unless extended by agreement of the Parties, the Parties shall meet-and-confer to negotiate in good faith any such requested modifications to High Times' policies, practices, and procedures. In no event will any modification lessen the benefits or protections for Ms. Wyman or other Patrons with Mobility Disabilities.

To the extent the Parties reach agreement to further modify the benefits and protections afforded by this Agreement, the Parties agree that such agreement will be reduced to writing as a binding amendment to this Agreement.

7. Release of Claims

In consideration of the benefits and protections afforded by this Agreement, Ms. Wyman hereby fully and finally releases and discharges High Times and its successors, assigns, officers, directors, and past and present agents and employees ("Released Parties") from any and all claims for declaratory or injunctive relief, and damages claims, raised in the Action, or that could have been raised in the Action, relating to Patrons with Mobility Disabilities ("Released Claims"). The Released Claims do not include any claims to enforce the terms of this Agreement.

8. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Plaintiff and High Times with respect to all of the matters discussed in the Agreement, and supersedes all prior or contemporaneous discussions, communications, or agreements, expressed or implied, written or oral, by or between the Parties.

b. Binding on Successors

This Agreement shall be binding on all successors, assignees, employees, agents, and all others working for or on behalf of the respective Parties.

c. Rules of Construction

The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The terms of this Agreement are the product of joint negotiations and shall not be construed as having been authored by one party rather than another. Any ambiguity shall not be construed against any Party. Where required by context, the plural includes the singular and the singular includes the plural.

d. Counterparts

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which, when taken together, will constitute one and the same instrument.

e. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

f. Modification in Writing

This Agreement cannot be orally modified. The Agreement can be modified only with a written agreement that expressly recites the Parties' intent to modify a provision of the Agreement, and that is signed by authorized representatives of all Parties.

g. Agreement Has Been Read

The Agreement has been carefully read by each of the Parties, or their responsible officers, and their legal counsel, and its contents are known and understood by each of the Parties. The Parties each acknowledge that they are entering into this Agreement freely, knowingly, voluntarily, and with full understanding of its terms.

h. Waivers of Breach

The waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach.

i. Authority

The persons executing the Agreement each represent and warrant that he or she has the authority to enter into the Agreement, and to resolve the matters set forth in the Agreement, on behalf of the Party for whom he or she is executing the Agreement, and that no further approval is necessary in order for the Agreement to be binding on the Party for whom he or she is executing.

j. Notices

Any notice or communication provided under this Agreement shall be made in writing and shall be delivered or sent by email and/or by registered mail or Federal Express to the addresses below or to such other addresses as may be specified in writing by any Party. Should any Party's contact information change from what is listed below, that Party shall promptly provide written notice of the updated contact information to the other Parties.

To Ms. Wyman's Counsel or Ms. Wyman:

Ernest J. Galvan
Cara E. Trapani
Rosen Bien Galvan & Grunfeld LLP
101 Mission Street, Sixth Floor
San Francisco, CA 94105-1738
egalvan@rbgg.com
ctrapani@rbgg.com

To Defendants' Counsel or High Times or Cal Expo:

Theodore Spanos
Samini Cohen Spanos LLP
2801 West Coast Highway, Suite 200
Newport Beach, CA 92663
tedspanos@saminicohen.com

IN WITNESS HEREOF, each of the undersigned has executed this Agreement on the date set forth below.

DATED: 9/25/2019

Rena D. Wyman
Plaintiff, RENA WYMAN

DATED: 9/25/2019

HIGH TIMES PRODUCTIONS, INC.

By: Adam Linn

APPROVED AS TO FORM; the below attorney signatures are not intended to impose obligations on the attorneys other than to facilitate notices and communications necessary to implement the settlement terms.

DATED: 9/25/19

ROSEN BIEN GALVAN & GRUNFELD LLP

By: Cara E. Trapani
Cara E. Trapani


Attorneys for Plaintiff

DATED:

9/25/19

SAMINI COHEN SPANOS LLP

By:


Theodore Spanos

Attorneys for Defendants High Times Productions, Inc.
and California Exposition and State Fair

Exhibit A

High Times' Event Accessibility Policy

HIGH TIMES events are fully accessible events, and we are dedicated to continually improving our efforts to ensure you have access to all the festival amenities. We welcome and encourage all feedback and suggestions from our patrons. The following explains the services provided. For any accessibility-related questions please email us at CannabisCupHelp@HighTimes.com. We will do our best to help you have an awesome experience.

ACCESS CENTER

Please Note: Our access center is located at our box office. All security, staff and personnel can provide any assistance locating the box office which is located at our event main entrance.

What you can expect at the access center:

- Get your ADA questions answered.
- Learn about other accessibility services.
- Support navigating the festival / event.

Wristband Policies

- DO NOT remove your wristband for the duration the festival.
- Lost or stolen wristbands will not be replaced.

WHEELCHAIR ACCESSIBILITY

The venue is fully navigable for people with mobility disabilities. There are accessible pathways connected throughout the venue including parking, entrances, stages, vendors and all other activity areas. For more information about accessible pathways please inquire at the Access Center. We encourage our guests with mobility disabilities to utilize personal forms of transportation, including wheelchairs and scooters as long distances will need to be navigated. If you need to recharge your motorized wheelchair, you may do so at the Access Center. Patrons should bring all cords and accessories needed to charge their devices. Chargers must use a 110-volt, 20 amp circuit.

We will not be providing wheelchair or scooter rentals.

PARKING

There is one location for ADA Parking which is the onsite lot located closest to the venue.

To access the ADA parking areas, identification will be checked to ensure legitimate use. The person whom the ADA placard or plate is issued to must be present in the vehicle as a driver or a passenger.

Please note that it is against the law to park in an accessible parking space without the required ADA credentials or to fraudulently use someone else's in order to gain access to ADA parking spots.

SERVICE ANIMALS

Service animals are permitted throughout the festival grounds; however this does not include emotional support animals, therapy animals, or companion animals. Only legitimate service animals will be allowed within the festival footprint. Pets are not allowed and will be turned away.

If you are bringing a service animal, make sure to check in at the closest ADA Access Center for registration. Only legitimate service animals that are properly trained and under the proper care of their owners will be provided with the appropriate credentials.

Due to large-scale service animal fraud and for the protection of all festival patrons, service animals must be screened and registered at the Access Center immediately upon entry to the site.

- All service animals must remain by the handler's side at all times and must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.
- Service animals must be housebroken and should use the service animal relief area.
- Anyone bringing an animal will be responsible for and liable for any damage or injury caused by the animal.
- All animals should have legally required vaccinations which may be checked.

ADDITIONAL SERVICES

ATMs & Concessions: All ATMs and concessions are fully accessible and located throughout the venue. If assistance is required, please confer with a festival staff member.

First Aid: We have a First Aid location in the venue, kindly ask any staff or security member for guidance.

Special Dietary Needs: The venue will have food vendors that provide gluten-free dietary options. For those with special dietary needs beyond the festival food service, please contact us at CannabisCupHelp@HighTimes.com for further information.

COMMENTS, QUESTIONS & SUGGESTIONS

In continually trying to make our festival more accessible we encourage you to contact us at CannabisCupHelp@HighTimes.com for any of your accessibility-related needs. Additionally, if you have any questions about ADA policies or our services please reach out to us.

Exhibit B

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (Settlement or Agreement) is made and entered into between plaintiff Rena Wyman (“Ms. Wyman” or “Plaintiff”) and California Exposition and State Fair (“Cal Expo”). The Effective Date of this Agreement is the date on which it is signed by both parties.

RECITALS

1. On September 24, 2018, Ms. Wyman, through her attorneys, filed a lawsuit against High Times Productions, Inc, (“High Times”) and Cal Expo in U.S. District Court, Eastern District of California, entitled *Rena Wyman v. High Times Productions, Inc., and California Exposition and State Fair*, Case No. 18-CV-02621-TLN-EFB (the “Action”). The Action concerned disability access at a Cannabis Cup festival that High Times hosted at the Cal Expo Fairgrounds on May 4 and 5, 2018, and future High Times and Cal Expo events. In the Action, Ms. Wyman sought damages and prospective relief under the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12101, *et seq.*, Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, and California Unruh Civil Rights Act, Cal. Civ. Code §§ 51 & 52, the California Disabled Persons Act, Cal. Civ. Code §§ 54-54.3; and under a common law cause of action for negligence under federal and state disability rights law.

2. The parties to the Action engaged in good faith negotiation regarding changes to High Times’ and Cal Expo’s practices, policies, and procedures to improve disability access and ensure that individuals with disabilities realize their right to live in the world on equal footing. During this process, High Times and Cal Expo emphasized their commitment to ensuring that Ms. Wyman and other disabled patrons receive full and equal access to High Times and Cal Expo events.

3. By this Agreement, Ms. Wyman and Cal Expo intend to settle and fully dispose of all of Ms. Wyman's claims and causes of action raised in Ms. Wyman's Action against Cal Expo. By a separate agreement, Ms. Wyman and High Times intend to settle and fully dispose of all of Ms. Wyman's claims and causes of action raised in Ms. Wyman's Action against High Times.

AGREEMENT TERMS

Now, therefore, in consideration of the foregoing recitals, and the following terms and conditions, and for good and valuable consideration, the receipt of which is hereby expressly acknowledged by both of the parties to this Agreement, the parties covenant and agree as follows:

1. Dismissal of Cal Expo with Prejudice:

Within five business days of the Effective Date of this Agreement, Ms. Wyman's counsel, the law firm Rosen Bien Galvan & Grunfeld, LLP, shall execute and file a Request for Dismissal of Cal Expo with prejudice from the Action in U.S. District Court, Eastern District of California.

2. Settlement and Release:

Except for the obligations set forth herein, the parties to this Agreement each release and discharge every one of its subsidiaries, its officers, directors, attorneys, agents, employees, former employees, representatives, beneficiaries, insurance carriers, successors and assigns, from and against any and all claims, demands, actions, causes of action and liabilities regarding any transaction between them arising out of the facts of the Action which they may have had in the past or may now have, whether known or unknown.

The parties specifically acknowledge that they are familiar with the provisions of California Civil Code section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

3. Consideration and Performance:

Cal Expo agrees to implement the following measures within 120 days from the Effective Date of this Agreement:

a. Enhanced Channels of Communication

Cal Expo agrees to provide more detailed information on its website regarding disability access for all events taking place at the Cal Expo Fairgrounds by adding an accessibility resource page as an additional button among the drop down buttons under the tab "General Information" which shall include (1) providing a phone number and email address online to contact Cal Expo to address questions and requests related to disability access at Cal Expo Fairgrounds, including the following reference: "If immediate assistance is needed, please call our 24-hour patrol at (916) 263-3120. They will be able to contact staff members who will be able to assist." If this number changes over time, Cal Expo's website will reflect the change. Cal Expo further agrees to (2) create its own website resource about accessibility that will contain information similar to the "Equal Access Guide" provided by the Orange County Fair at <https://ocfair.com/oc-fair/general-information/equal-access-guide>. The goal of these enhanced channels of communication shall be to enhance the ability of people with disabilities to independently plan visits to events taking place at the Cal Expo Fairgrounds. To the best of its ability, Cal Expo shall consider examples of accessibility guides provided by the Sonoma County Fair at

<http://www.sonoma-countyfair.com/docs/2018%20Accessibility%20Guide-FairGuests-web.pdf>;
the Los Angeles County Fair at <https://lacountyfair.com/visit/accessibility/>; San Diego County
Fair at [https://sdfair.com/plan-your-visit/guest-
services/?menu%5Btaonomies.guest_services_category%20%5D=Disabilities](https://sdfair.com/plan-your-visit/guest-services/?menu%5Btaonomies.guest_services_category%20%5D=Disabilities); and Coachella at
<https://www.coachella.com/ada/>.

b. Modification of Policies

Cal Expo agrees to (1) add to its website a link to “A Planning Guide for Making Temporary Events Accessible to People with Disabilities,” available online at <https://adata.org/publication/temporary-events-guide>, or a similar up-to-date planning guide related to ADA accessibility at temporary events, among the materials displayed on its website at the button “Download Facilities Packet” located under the tab “Plan Your Event” or some other similar, prominent location should Cal Expo change the layout of its website after the Effective Date of this Agreement. Cal Expo further agrees to (2) provide permittees who execute a Permit Agreement in order to host an event at Cal Expo Fairgrounds with a hardcopy of “A Planning Guide for Making Temporary Events Accessible to People with Disabilities,” or a similar up-to-date planning guide related to ADA accessibility at temporary events. The goal of these policy modifications shall be to ensure that all permittees hosting an event at Cal Expo Fairgrounds understand their obligations under the ADA to make their events accessible to individuals with disabilities. To the best of its ability, Cal Expo will educate and support all such permittees in achieving this goal.

4. General Provisions.

a. Entire Agreement

This Agreement constitutes the entire agreement by the parties with respect to all of the matters discussed in the Agreement, and supersedes all prior or contemporaneous discussions, communications, or agreements, expressed or implied, written or oral, by or between the parties.

b. Binding on Successors

This Agreement shall apply to and be binding upon all successors, assignees, employees, agents, attorneys and all others working for or on behalf of the respective parties.

c. Rules of Construction

The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. The terms of this Agreement are the product of joint negotiations and shall not be construed as having been authored by one party rather than another. Any ambiguity shall not be construed against any party. Where required by context, the plural includes the singular and the singular includes the plural.

d. Counterparts

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which, when taken together, will constitute one and the same instrument.

e. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

f. Modification in Writing

This Agreement cannot be orally modified. The Agreement can be modified only with a written agreement that expressly recites the parties' intent to modify a provision of the Agreement, and that is signed by authorized representatives of all parties.

g. Agreement Has Been Read

This Agreement has been carefully read by both parties, or their responsible officers, and their legal counsel, and its contents are known and understood by both parties. Both parties acknowledge that they are entering into this Agreement freely; knowingly, voluntarily, and with full understanding of its terms.

h. Waivers of Breach

The waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach.

i. Authority

The persons executing this Agreement each represent and warrant that he or she has the authority to enter into this Agreement, and to resolve the matters set forth in this Agreement, on behalf of the party for whom he or she is executing this Agreement, and that no further approval is necessary in order for this Agreement to be binding on the party for whom he or she is executing.

j. Notices

Any notice or communication provided under this Agreement shall be made in writing and shall be delivered or sent by email and/or by registered mail or Federal Express to the addresses below or to such other addresses as may be specified in writing by either party.

Should either party's contact information change from what is listed below, that party shall promptly provide written notice of the updated contact information to the other party.

To Ms. Wyman's Counsel or Ms. Wyman:

Ernest J. Galvan
Cara E. Trapani
Rosen Bien Galvan & Grunfeld LLP
101 Mission Street, Sixth Floor
San Francisco, CA 94105-1738
egalvan@rbgg.com
ctrapani@rbgg.com

To Cal Expo:

Rick K. Pickering,
Chief Executive Officer
California Exposition and State Fair
P.O. Box 15649
Sacramento, CA 95852-1649
rpickering@calexpo.com

In Witness Hereof, each of the undersigned has executed this Agreement on the date set forth below.

Dated: 9/25/2019

By: Rena D. Wyman
Plaintiff, Rena Wyman

CALIFORNIA EXPOSITION AND STATE FAIR

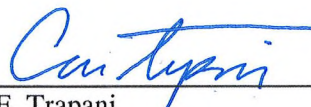
Dated: 7/10/19

By: Rick K. Pickering
Rick K. Pickering, Chief Executive Officer

APPROVED AS TO FORM:


Rosen Bien Galvan & Grunfeld LLP

Dated: 9/25/19

By: 
Cara E. Trapani
Attorneys for Rena Wyman

Attorney General of the State of California
XAVIER BECERRA

Dated: 7/10/19

By: 
Matthew J. Goldman, Deputy Attorney General
Attorneys for CALIFORNIA EXPOSITION AND
STATE FAIR