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David R. Bush, State Bar No. 154511  
Jennifer Henry, State Bar No. 208221  
Bush & Henry  
3270 Mendocino Ave. #2E  
Santa Rosa, CA 95403  
Telephone: (707) 541-6255  
Facsimile: (707) 676-4301

Attorneys for Plaintiff  
Michael DiPirro

**FILED**  
**ALAMEDA COUNTY**  
**OCT - 1 2015**  
**CLERK OF THE SUPERIOR COURT**  
By Dennis Hayashi Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA  
UNLIMITED CIVIL JURISDICTION

MICHAEL DIPIRRO,

Plaintiff,

v.

BAY PACIFIC NETWORKS, INC., dba  
SPARC; EAZE SOLUTIONS, INC., dba  
"EAZE"; and DOES 1-150,

Defendants.

Case No. RG15781156

~~PROPOSED~~ JUDGMENT PURSUANT TO  
TERMS OF PROPOSITION 65  
SETTLEMENT AND CONSENT  
JUDGMENT

**BY FAX**

Date: October 1, 2015  
Time: 2:30 p.m.  
Dept. 522  
Judge: Hon. Dennis Hayashi

Reservation No. R-1656684

1 Plaintiff, Michael DiPirro, and defendants, Bay Pacific Networks, Inc., dba SPARC  
2 and Eaze Solutions, Inc., dba "Eaze", having agreed through their respective counsel that  
3 Judgment be entered pursuant to the terms of their settlement agreement in the form of a  
4 Consent Judgment, and following this Court's issuance of an Order approving this  
5 Proposition 65 settlement and Consent Judgment,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to  
7 Health and Safety Code section 25249.7(f)(4) and Code of Civil Procedure section 664.6,  
8 judgment is hereby entered in accordance with the terms of the Consent Judgment attached  
9 hereto as Exhibit 1. By stipulation of the parties, the Court will retain jurisdiction to  
10 enforce the settlement under Code of Civil Procedure section 664.6.

11

12

**IT IS SO ORDERED.**

13

14

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Dated: 10/2/15

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\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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# **EXHIBIT 1**

David R. Bush, State Bar No. 154511  
Jennifer Henry, State Bar No. 208221  
Bush & Henry  
3270 Mendocino Ave. #2E  
Santa Rosa, CA 95403  
Telephone: (707) 541-6255  
Facsimile: (707) 676-4301

Attorneys for Plaintiff  
Michael DiPirro

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED CIVIL JURISDICTION

MICHAEL DIPIRRO,

Plaintiff,

v.

BAY PACIFIC NETWORKS, INC., dba SPARC;  
EAZE SOLUTIONS, INC., dba "EAZE"; et al.,

Defendants.

Case No.

**[PROPOSED] CONSENT  
JUDGMENT**

(Health & Safety Code § 25249.6 *et seq.*)

1     **1. INTRODUCTION**

2             **1.1 Parties**

3             This Consent Judgment is entered into by and between plaintiff, MICHAEL DIPIRRO  
4 ("DiPirro"), and defendants, Bay Pacific Networks, Inc., dba SPARC ("BPN") and Eaze Solutions,  
5 Inc., dba "Eaze" ("Eaze") (and, together with BPN, the "Defendants"), with DiPirro and Defendants  
6 each individually referred to as a "Party" and collectively as the "Parties."

7             **1.2 Plaintiff**

8             DiPirro is an individual residing in California who seeks to promote awareness of exposures  
9 to toxic chemicals and improve human health by reducing or eliminating hazardous substances  
10 contained in consumer products.

11            **1.3 Defendants**

12            Each Defendant employs ten or more persons and is a person in the course of doing business  
13 for purposes of The Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety  
14 Code § 25249.6 *et seq.* ("Proposition 65"). Defendant BPN maintains that it runs a medical  
15 marijuana dispensary at 1256 Mission Street in San Francisco. Defendant Eaze maintains that it  
16 operates a website that checks patients' eligibility documentation to become a member of, and  
17 purchase medical marijuana from, BPN, and then enables BPN's members to submit orders for  
18 delivery by BPN or its Affiliates. For purposes of this Agreement, "Affiliate" means, with  
19 reference to a specified person or entity, (i) the specified person's or entity's subsidiaries or parent,  
20 (ii) any other person or entity that, directly or indirectly, controls, is controlled by, or is under  
21 common control with, the specified person or entity or the specified person's parent or its  
22 subsidiaries, or (iii) any person or entity that is an officer, director, partner or trustee of, or serves in  
23 a similar capacity with respect to, the specified person or entity, or for which the specified person or  
24 entity is an officer, partner or trustee, or serves in a similar capacity. For purposes of the foregoing  
25 definition, "control" (including the terms "controlled by" and "under common control") means the  
26 possession, directly or indirectly, of the power to direct or cause the direction of the affairs or  
27 management of the person or entity, whether through the ownership of voting securities, control of  
28

1 the such person's or entity's board of directors or other management body, as trustee or executor, by  
2 contract or otherwise.

3 **1.4 General Allegations**

4 DiPirro alleges that Defendant BPN sells in the state of California, marijuana intended for  
5 smoking and paraphernalia for smoking marijuana, the consumption and use of which results in the  
6 generation of marijuana smoke, without first providing the clear and reasonable exposure warning  
7 required by Proposition 65. Marijuana smoke is listed pursuant to Proposition 65 as a chemical that  
8 is known to the state of California to cause cancer.

9 **1.5 Product Description**

10 The products covered by this Consent Judgment are cannabis or marijuana<sup>1</sup> intended for  
11 smoking and paraphernalia for smoking marijuana, the consumption and use of which allegedly  
12 results in exposures to marijuana smoke, that are sold, in California by Defendants, including, but  
13 not limited to, unprocessed marijuana intended to be heated until combustion, then inhaled  
14 (specifically, flowers, leaves, and other organic parts of marijuana plants such as kief), and  
15 paraphernalia for smoking marijuana, including, but not limited to, water bongs, smoking pipes,  
16 rolling papers, blunts, and vaporizers that do not have digital heat control/cannot be definitively set  
17 at a temperature below combustion point ("Products").

18 **1.6 Notice of Violation**

19 On or about April 21, 2015, DiPirro served Defendants and the requisite public enforcement  
20 agencies with a "60-Day Notice of Violation" ("Notice"), a document that informed the recipients of  
21 DiPirro's allegation that Defendants were in violation of Proposition 65 for failing to warn their  
22 customers and consumers in California that the Products expose users to marijuana smoke. To the  
23

24 <sup>1</sup> The San Francisco Medical Marijuana Ordinance defines "Cannabis" as "marijuana and all parts of  
25 the plant Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of  
26 the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant; its  
27 seeds or resin. It includes marijuana infused in foodstuff. It does not include the mature stalks of the  
28 plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other  
compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the  
resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant are incapable of  
germination." S.F. Health Code, Article 33: Medical Cannabis Act, Sec. 3301. Ord. 275-05, File No.  
051250, 11/30/2005, as amended by Ord. 25-09, File No. 0811099, App. 2/13/2009.

1 best of the Parties' knowledge, no public enforcer has commenced and is diligently prosecuting the  
2 allegations set forth in the Notice.

3 **1.7 Complaint**

4 On or about August 7, 2015, DiPirro filed the instant action against Defendants  
5 ("Complaint") for the alleged violations of Health & Safety Code § 25249.6 that are the subject of  
6 the Notice.

7 **1.8 No Admission**

8 Defendants deny the material, factual and legal allegations contained in the Notice and  
9 Complaint, and they maintain that all of the products that they have sold and distributed in  
10 California, including the Products, have been, and are, in compliance with all laws. Nothing in this  
11 Consent Judgment shall be construed as an admission of any fact, finding, conclusion of law, issue  
12 of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be  
13 construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of law.  
14 This Section shall not, however, diminish or otherwise affect Defendants' obligations,  
15 responsibilities, and duties under this Consent Judgment.

16 **1.9 Consent to Jurisdiction**

17 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
18 jurisdiction over Defendants as to the allegations in the Complaint, that venue is proper in Alameda  
19 County, and that this Court has jurisdiction to enter and enforce the provisions of this Consent  
20 Judgment.

21 **1.10 Effective Date**

22 For purposes of this Consent Judgment, the term "Effective Date" shall mean August 21,  
23 2015.

24 **2. INJUNCTIVE RELIEF: WARNINGS**

25 Commencing on the Effective Date, Defendants and their respective Affiliates shall provide  
26 clear and reasonable warnings as set forth below, for all Products sold in California. All references  
27 to a Defendant below shall include its respective Affiliates. Each warning shall be prominently  
28 placed with such conspicuousness as compared with other words, statements, designs, or devices as

1 to render it likely to be read and understood by an ordinary individual under customary conditions  
2 before purchase or use.

3 (a) **Entry Door and Lobby Warning.** On or adjacent to all entry doors into any room in  
4 which a customer can purchase any Product from Defendants, and in the Lobby/waiting area,  
5 Defendants shall post a sign with warning language as shown below, with the text in [brackets]  
6 being optional at the discretion of Defendants. The warning sign shall be at least 8 1/2 inches by 11  
7 inches, and posted at a height that will make it conspicuous and easy to read for the average person.  
8 The text of the warning shall be printed in black ink, in a font that is easy to read and legible, but in  
9 no case less than a size 36 font.

10  
11 **WARNING: Use of products sold here will expose you [and**  
12 **those in your immediate vicinity] to**  
13 **marijuana smoke, a chemical known to the**  
14 **State of California to cause cancer [and birth**  
15 **defects or other reproductive harm]. [Do not**  
16 **consume products that produce marijuana**  
17 **smoke near pregnant women, children or**  
18 **pets.]**

15 (b) **Membership Agreement.** Defendant BPN shall provide a warning in its  
16 Membership Agreement as shown below, with the text in [brackets] being optional at the discretion  
17 of Defendant BPN. The warning shall be printed in black ink, in a font that is easy to read and  
18 legible, in at least a size 12 font, and set off from its surrounding text as an indented paragraph. The  
19 warning shall be provided on either the first or last page of the Membership Agreement; OR if the  
20 warning is on a page other than the first or last page, then each member shall initial the text of the  
21 warning to show he or she read and understood the warning. If Defendant BPN, or another of  
22 Eaze's dispensary clients, accepts Membership Agreements through a website, then each website-  
23 registered member must separately "click-through" to review and approve the warning transmitted  
24 in or with the Membership Agreement.

25  
26 **WARNING: Marijuana smoke is a chemical known to the**  
27 **State of California to cause cancer. [Do not**  
28 **consume products that produce marijuana**  
**smoke near pregnant women, children or**  
**pets.]**



1 (c) **Warnings for Deliveries.** For all Products that are purchased via orders placed on a  
2 website, to be delivered directly to Defendant BPN's members by BPN or any of its Affiliates , or  
3 delivered by another of Eaze's clients directly to its members, the website from which the order is  
4 placed shall either, at their option: a) provide a warning as shown below on the receipt; b) include in  
5 the delivery bag a warning as shown below, on an insert that is at least three inches by five inches;  
6 OR c) provide a warning as shown below, on the webpage/receipt displayed to a purchaser during  
7 the checkout process. Neither Defendant shall accept orders over the telephone unless a warning is  
8 provided in compliance with this section. In either case, the warning shall be provided as shown  
9 below, with the text in [brackets] being optional at the discretion of Defendants, with the warning  
10 text printed in black ink, in a font that is easy to read and legible, in a font size of at least 12, and set  
11 off from all other text.

12  
13 **WARNING: Use of this product will expose you [and those**  
14 **in your immediate vicinity] to marijuana**  
15 **smoke, a chemical known to the State of**  
16 **California to cause cancer [and birth defects**  
**or other reproductive harm]. [Do not**  
**consume products that produce marijuana**  
**smoke near pregnant women, children or**  
**pets.]**

17 (d) **Warning Sign at Festivals/Conferences.** For all festivals, conferences, and other  
18 public events that take place in California, in which either Defendant operates a booth or other space  
19 from which it sells any of the Products, Defendants shall post a sign with warning language as  
20 shown below, with the text in [brackets] being optional at the discretion of Defendants. The warning  
21 sign shall be at least 8 1/2 inches by 11 inches, and posted at a height and location that will make it  
22 conspicuous and easy to read for the average person. The text of the warning shall be printed in  
23 black ink, in a font that is easy to read and legible, but in no case less than a size 36 font.

24  
25 **WARNING: Use of this product will expose you [and those**  
26 **in your immediate vicinity] to marijuana**  
27 **smoke, a chemical known to the State of**  
28 **California to cause cancer [and birth defects**  
**or other reproductive harm]. [Do not**  
**consume products that produce marijuana**  
**smoke near pregnant women, children or**  
**pets.]**

1 (e) **Additional Warnings.** In order to waive the second civil penalty under Section 3.2,  
2 Defendants shall provide at least one of the following two types of additional warnings as follows:

3 (i) **Product Labeling.** Defendants shall affix a warning to the packaging,  
4 labeling, or directly on each Product sold in retail outlets in California by Defendants or any person  
5 selling the Products as shown below, with the text in [brackets] being optional at the discretion of  
6 Defendants. The warning text shall be printed in black ink, in a font that is easy to read and legible,  
7 in the same type size or larger than the Product's description text. Employees may not write over the  
8 text of the warning for any reason.

9  
10 **WARNING: Use of this product will expose you [and those**  
11 **in your immediate vicinity] to marijuana**  
12 **smoke, a chemical known to the State of**  
13 **California to cause cancer. [Do not consume**  
14 **products that produce marijuana smoke near**  
15 **pregnant women, children or pets.]**

16 (ii) **Point-of-Sale Warnings.** In order that customers will view the warning  
17 before making the decision to purchase the Products at the Dispensary, Defendants shall post a  
18 warning sign, in the form below, using one of the following point-of-sale warning options: a) at  
19 each cash register in the store; b) at each display case in the store and on all receipts; OR c) on a  
20 stanchion (crowd control post) message sign located at the front of the cash register entry line and on  
21 all receipts. The website warning provided pursuant to Section 2 (c), above, also shall be the point of  
22 sale warning provided to members who purchase the Products via a website for subsequent delivery.  
23 The warning text shall be in the same type size or larger than the Product's description text.

24 **WARNING: Marijuana smoke is a chemical known to the**  
25 **State of California to cause cancer.**

26 **3. MONETARY PAYMENTS**

27 **3.1 Initial Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b).**

28 Defendants shall make an initial civil penalty payment of \$13,500, in accordance with this section,  
on or before the Effective Date. The penalty payments will be allocated in accordance with  
California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the  
California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25%

1 of the penalty remitted to DiPirro in accordance with Section 3.3 below. The penalty payment shall  
2 be delivered to the address listed in Section 3.3 below.

3 **3.2 Second Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b).** On  
4 or before December 15, 2015, Defendants shall pay a second civil penalty of \$24,000. As an  
5 incentive to significantly reduce the use of plastic in its dispensary location(s), however, the second  
6 civil penalty shall be waived in its entirety if an officer of each Defendant certifies in writing that as  
7 of December 15, 2015, Defendants will, for all of its Products sold and offered for sale in all of its  
8 California dispensary locations **either:**

9 **Option 1)** use only glass, cardboard or paper packaging (including, but not limited to, regular  
10 or reusable glass containers for dried marijuana bud, paper bags for each total purchase, cardboard  
11 packaging for pre-filled cartridges and/or straw coverings for pre-rolled cigarettes and pre-filled  
12 cartridges) **and** provide the Product Labeling Warnings as set forth in Section 2(3)(i); **-or-**

13 **Option 2)** provide the Point of Sale warnings as set forth in Section 2(e)(ii) above.

14 Such certification must be received by the Law Offices of David R. Bush on or before  
15 December 15, 2015. The second civil penalty payment shall be apportioned in accordance with  
16 California Health & Safety Code § 25249.12(c) & (d), with 75% of these funds remitted to OEHHA  
17 and the remaining 25% of the penalty remitted to DiPirro in accordance with Section 3.3.

18 **3.3 Payments Held in Trust.** Payments shall be delivered to the Law Offices of David  
19 R. Bush, 3270 Mendocino Avenue, Suite 2E, Santa Rosa, Ca 95403, and shall be in the form of  
20 three checks for the following amounts made payable to:

21 (a) "Law Office of David R. Bush" in the amount of \$10,125 for payment to  
22 OEHHA. Law Office of David R. Bush agrees to forward such funds to  
23 OEHHA in a timely manner.

24 (b) "Law Office of David R. Bush" in the amount of \$3,375 as payment to  
25 Michael DiPirro. David R. Bush agrees to forward such funds in a timely  
26 manner; and

27 (c) "Law Offices of David R. Bush" in the amount of \$64,500, as payment for  
28 attorneys' fees and costs pursuant to Section 4 below.

1           **3.4 Issuance of 1099 Forms.** Defendants shall provide DiPirro's counsel with a  
2 separate 1099 forms for each of its payments under this Agreement to:

3                   (a) "Office of Environmental Health Hazard Assessment", P.O. Box 4010,  
4                   Sacramento, CA 95814 (EIN: 68-0284486) for civil penalties paid;

5                   (b) "Michael DiPirro," whose address and tax identification number shall be  
6                   furnished upon request after this Agreement has been fully executed by the  
7                   Parties for his portion of the civil penalties paid; and

8                   (c) "Law Offices of David R. Bush," for fees and costs reimbursed pursuant to  
9                   Section 4.

10 **4. REIMBURSEMENT OF FEES AND COSTS**

11           The parties acknowledge that DiPirro and his counsel offered to resolve this dispute without  
12 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee  
13 issue to be resolved after the material terms of the agreement had been settled. Defendants then  
14 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been  
15 finalized. The parties then attempted to (and did) reach an accord on the compensation due to  
16 DiPirro and his counsel under general contract principles and the private attorney general doctrine  
17 codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual  
18 execution of this agreement. Defendants shall pay \$64,500 for fees and costs incurred as a result of  
19 investigating, bringing this matter to Defendants' attention, and negotiating a settlement in the public  
20 interest. Defendants shall issue a separate 1099 for fees and costs (EIN: 94-3171522), shall make  
21 the check payable to "David R. Bush, Attorney at Law" and shall deliver payment on or before the  
22 Effective Date to the address listed in Section 3.3 above.

23 **5. CLAIMS COVERED AND RELEASED**

24 **5.1 DiPirro's Public Release of Proposition 65 Claims**

25           DiPirro, acting on his own behalf and in the public interest, releases Defendants and their  
26 Affiliates, together with their respective officers, directors, attorneys, representatives, shareholders,  
27 members, divisions, predecessors, successors, subdivisions, manufacturers, distributors, in-store  
28 retailers, online retailers and delivery retailers ("Releasees") from all claims for violations of

1 Proposition 65 up through the Effective Date based on exposures to marijuana smoke from the  
2 Products, as set forth in the Notice and the Complaint. Compliance with the terms of this Consent  
3 Judgment constitutes compliance with Proposition 65 with respect to exposures to marijuana  
4 smoke from the Products sold by or through Defendants after the Effective Date.

5 **5.2 DiPirro's Individual Release of Claims**

6 DiPirro, in his individual capacity only and *not* in his representative capacity, also provides a  
7 release herein to Defendants and Releasees which shall be effective as a full and final accord and  
8 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees,  
9 damages, losses, claims, liabilities and demands of DiPirro of any nature, character or kind, whether  
10 known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to  
11 marijuana smoke in the Products grown, cultivated, processed or sold by or through Defendants  
12 before the Effective Date.

13 **5.3 Defendants' Release of DiPirro**

14 Each Defendant, on behalf of itself and on behalf of its past and current agents,  
15 representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against  
16 DiPirro and his attorneys and other representatives, for any and all actions taken or statements  
17 made (or those that could have been taken or made) by DiPirro and his attorneys and other  
18 representatives, whether in the course of investigating claims, otherwise seeking to enforce  
19 Proposition 65 against it in this matter, or with respect to the Products.

20 **5.4 California Civil Code Section 1542**

21 It is possible that other claims not known to the Parties arising out of the facts alleged in the  
22 Notice and relating to the Products will develop or be discovered. DiPirro on behalf of himself only,  
23 on one hand, and each Defendant, on the other hand, acknowledge that this Agreement is expressly  
24 intended to cover and include all such claims up through the Effective Date, including all rights of  
25 action therefor. DiPirro and the Defendants acknowledge that the claims released in Sections 5.2 and  
26 5.3 above may include unknown claims, and nevertheless waive California Civil Code section 1542  
27 as to any such unknown claims. California Civil Code section 1542 reads as follows:

28 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**

1 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR  
2 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH  
3 IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED  
4 HIS OR HER SETTLEMENT WITH THE DEBTOR.

5 DiPirro and the Defendants each acknowledge and understand the significance  
6 and consequences of this specific waiver of California Civil Code section 1542.

7 **6. COURT APPROVAL**

8 This Consent Judgment is not effective until it is approved and entered by the Court and shall  
9 be null and void if, for any reason, it is not approved and entered by the Court within one year after  
10 it has been fully executed by all Parties.

11 **7. SEVERABILITY**

12 If, subsequent to the execution of this Consent Judgment, any provision of this Consent  
13 Judgment is held by a court to be unenforceable, the validity of the remaining provisions shall not be  
14 adversely affected.

15 **8. GOVERNING LAW**

16 The terms of this Consent Judgment shall be governed by the laws of the state of California  
17 and apply within the state of California. In the event that Proposition 65 is repealed, preempted, or  
18 is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Defendants  
19 may provide written notice to DiPirro of any asserted change in the law, and shall have no further  
20 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Products are  
21 so affected. Nothing in this Consent Judgment shall be interpreted to relieve Defendants from any  
22 obligation to comply with any pertinent state or federal toxics control laws. This Consent Judgment  
23 shall be interpreted in accordance with the fair meaning of the terms herein, without regard to which  
24 Party may have drafted any specific provision.

25 **9. NOTICES**

26 Unless specified herein, all correspondence and notices required by this Consent Judgment  
27 shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified mail,  
28 return receipt requested; or (iii) a recognized overnight courier to the following addresses:

1 For Defendants:

2 Jon L. Benjamin, Esq.  
3 Farella Braun + Martel LLP  
4 235 Montgomery Street  
San Francisco, CA 94104

5 For DiPirro:

6 Law Offices of David R. Bush  
7 3270 Mendocino Ave. #2E  
Santa Rosa, CA 95403

8 Any Party may, from time to time, specify in writing to the other Party a change of address to which  
9 all notices and other communications shall be sent.

10 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

11 This Consent Judgment may be executed in counterparts and by facsimile or portable  
12 document format (PDF) signature, each of which shall be deemed an original, and all of which,  
13 when taken together, shall constitute one and the same document.

14 **11. POST EXECUTION ACTIVITIES**

15 DiPirro agrees to comply with the reporting form requirements referenced in Health & Safety  
16 Code § 25249.7(f). The Parties further acknowledge that, pursuant to Health & Safety Code  
17 § 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement. In  
18 furtherance of obtaining such approval, DiPirro and Defendants agree to mutually employ their best  
19 efforts, and that of their counsel, to support the entry of this agreement as a Consent Judgment, and  
20 to obtain judicial approval of the settlement in a timely manner.

21 **12. MODIFICATION**

22 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
23 upon entry of a modified consent judgment by the Court thereon; or (ii) upon a successful motion or  
24 application of any Party and the entry of a modified consent judgment by the Court.

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1 **13. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and have read, understood,  
3 and agree to all of the terms and conditions contained herein.

4  
5 **AGREED TO:**

6 Date: 8/12/15

7  
8 By:   
9 MICHAEL DIPIRRO

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
J. Erich Pearson, Director,  
BAY PACIFIC NETWORKS, INC., dba  
SPARC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Keith McCarty, CEO,  
EAZE SOLUTIONS, INC., dba "EAZE"

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1 **13. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and have read, understood,  
3 and agree to all of the terms and conditions contained herein.

4  
5 **AGREED TO:**

6 Date: \_\_\_\_\_

7  
8 By: \_\_\_\_\_  
9 MICHAEL DIPIRRO

**AGREED TO:**

6 Date: 8/14/15

7  
8 By: JEP  
9 J. Eriol Pearson, Director,  
10 BAY PACIFIC NETWORKS, INC., dba  
11 SPARC

**AGREED TO:**

12 Date: \_\_\_\_\_

13  
14 By: \_\_\_\_\_  
15 Keith McCarty, CEO,  
16 EAZE SOLUTIONS, INC., dba "EAZE"

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1 **13. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and have read, understood,  
3 and agree to all of the terms and conditions contained herein.

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5 **AGREED TO:**

6 Date: \_\_\_\_\_

7  
8 By: \_\_\_\_\_

9 MICHAEL DIPIRRO

**AGREED TO:**

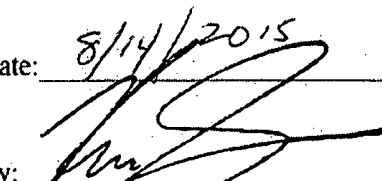
Date: \_\_\_\_\_

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

J. Erich Pearson, Director,  
BAY PACIFIC NETWORKS, INC., dba  
SPARC

**AGREED TO:**

12 Date: 8/14/2015

13  
14 By: 

15 Keith McCarty, ~~CEO~~ Jr., CEO for  
16 EAZE SOLUTIONS, INC., dba "EAZE"

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