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9 Attorneys for Defendant
10 SYAR INDUSTRIES, INC.

11 SUPERIOR COURT OF CALIFORNIA

12 COUNTY OF NAPA

13 STOP SYAR EXPANSION, an unincorporated
14 nonprofit association, et al.,

15 Plaintiffs,

16 vs.

17 SYAR INDUSTRIES, INC., a California
18 corporation,

19 Defendant.

CASE NO.: 16CV001015

**NOTICE OF ENTRY OF JUDGMENT
OF DISMISSAL WITH PREJUDICE OF
PLAINTIFFS' ENTIRE COMPLAINT**


Action Filed: November 8, 2016

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Please take notice that, on August 30, 2018, the Court entered judgment in this action. A file-endorsed copy of the judgment is attached as **Exhibit A**.

Dated: August 31, 2018

BAKER BOTTS LLP

By: 

NAVI SINGH DHILLON
Attorneys for Defendant
SYAR INDUSTRIES, INC.

EXHIBIT A

NAVY

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Attorneys for Defendant
SYAR INDUSTRIES, INC.

FILED

AUG 30 2018

Clerk of the Napa Superior Court
By K. Rose
Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF NAPA

STOP SYAR EXPANSION, an unincorporated
nonprofit association, et al.,

Plaintiffs,

vs.

SYAR INDUSTRIES, INC., a California
corporation,

Defendant.

CASE NO.: 16CV001015

**JUDGMENT OF DISMISSAL WITH
PREJUDICE OF PLAINTIFFS'
ENTIRE COMPLAINT**

Action Filed: November 8, 2016

1 **JUDGMENT**

2 In November 2016, Plaintiffs Stop Syar Expansion, Napa Vision 2050, Kathy Felch, and
3 Susanne Von Gymnich-Rosenberg (Plaintiffs) filed a complaint alleging causes of action for
4 violations of Proposition 65, nuisance (private and public) and trespass (Complaint). Defendant
5 Syar Industries, Inc. (Syar) filed an answering denying the allegations and asserting affirmative
6 defenses. Plaintiffs timely provided notice of this action to the California Attorney General in
7 accordance with Health & Safety Code section 25249.7.

8 Navi Singh Dhillon and Christopher Carr of Baker Botts LLP represented Syar. Plaintiffs
9 were represented by Rachel Doughty, Jessica Bloom and Chelsea Linsley of Greenfire Law, PC
10 and Amy Minter of Chatten-Brown & Carstens LLP.

11 Following months of litigation, this matter was resolved via the procedures set forth in
12 section 998 of the Code of Civil Procedure and Plaintiffs agreed to dismiss this action with
13 prejudice in exchange for monetary payments of \$5,000 to each plaintiff. The settlement terms
14 do not specify any allocation of funds as attorney's fees or a penalty under Health & Safety Code
15 section 25249.7, subdivision (f)(4). The Court proposed the funds be allocated as attorney's fees
16 and there was no objection. The Court's allocation was not based on any factual determinations
17 or consideration of the evidence. Pursuant to section 998, subdivision (b)(1), and good cause
18 appearing, the Court hereby enters judgment as follows:

19 1. Plaintiffs' Complaint, including every cause of action asserted therein, is hereby
20 dismissed with prejudice.

21 2. In dismissing this action, the Court determines that the terms of the settlement
22 comply with the requirements of Health & Safety Code section 25249.7, subdivision (f)(4). In
23 particular, the Court finds that section 25249.7, subdivision (f)(4)(A), is inapplicable because the
24 settlement does not call for a warning. The Court further finds that the \$5,000 payments allocated
25 as attorney's fees are reasonable under California law pursuant to section 25249.7, subdivision
26 (f)(4)(B). The Court also finds that Section 25249.7, subdivision (f)(4)(c) is inapplicable because
27 none of the fees are allocated as a penalty.

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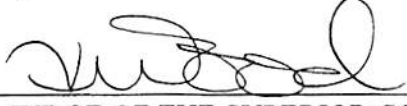
3. All issues between the parties concerning fees and costs have been resolved, including the issues raised by Syar's motions for sanctions. There shall be no post-judgment award of fees and costs to any party, without prejudice to appellate rights.

4. This judgment incorporates the parties' Section 998 settlements, attached hereto as Exhibit A.

5. The Court retains jurisdiction of this matter until settlement payments are completed pursuant to Code of Civil Procedure section 664.6.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED.

Dated: August 29, 2018

By:  *Copy*

JUDGE OF THE SUPERIOR COURT

Exhibit A

1 **CHRISTOPHER J. CARR (SBN 184076)**
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3 **101 California Street, Suite 3600**
4 **San Francisco, California 94111**
5 **Telephone: (415) 291-6200**
6 **Facsimile: (415) 291-6300**
7 **Email: chris.carr@bakerbotts.com**

8 **Attorneys for Defendant**
9 **SYAR INDUSTRIES, INC.**

10
11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF NAPA**

13 **STOP SYAR EXPANSION, an**
14 **unincorporated nonprofit association, et al.,**

15 **Plaintiffs,**

16 **vs.**

17 **SYAR INDUSTRIES, INC., a California**
18 **corporation,**

19 **Defendant.**

20 **CASE NO.: 16CV001015**

21 **DEFENDANT SYAR INDUSTRIES,**
22 **INC.'S CODE OF CIVIL**
23 **PROCEDURE SECTION 998 OFFER**
24 **TO PLAINTIFF STOP SYAR**
25 **EXPANSION**

26 **Action Filed: November 8, 2016**
27 **Trial Date: August 20, 2018**
28 **Judge: Hon. Diane M. Price**

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**TO PLAINTIFF STOP SYAR EXPANSION AND ITS ATTORNEYS OF
RECORD:**

Defendant Syar Industries, Inc. (Syar) hereby makes a statutory offer of compromise pursuant to Code of Civil Procedure section 998 to compromise and settle the claims asserted in the above-captioned matter against Syar.

The terms and conditions of the offer are as follows: In exchange for an entry of a Request for Dismissal with Prejudice of all claims asserted against Syar by Plaintiff Stop Syar Expansion (You or Your), Syar shall pay You \$5,000. Said sum is in satisfaction of all claims and causes of action that were or could have been asserted, and any damages, penalties, costs, expenses, interest, and attorneys' fees sought in the above-captioned action.

This offer is effective immediately and will remain open for 30 days in accordance with Code of Civil Procedure section 998, after which time the offer will be deemed withdrawn. This offer is not conditioned upon the acceptance of any offer by another party.

If You accept this offer, please date and sign the acceptance below within 30 days and return it to Christopher Carr at Baker Botts LLP at the address listed above. Syar's attorneys will then prepare the necessary concluding documents.

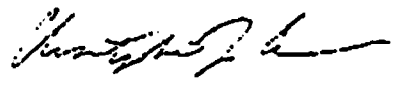
This offer is made for the purposes specified in Code of Civil Procedure section 998 and is not to be construed as an admission that Syar is liable in this action or that You or any other plaintiff in the action has suffered any damages. This offer is inadmissible at trial and cannot be presented as evidence pursuant to Evidence Code section 1152.

PLEASE TAKE FURTHER NOTICE that if You fail to accept the offer within the time provided, and thereafter fail to achieve a more favorable result at trial or otherwise, you will not be entitled to recover Your post-offer costs, and Syar shall move the Court for an award of all post-offer costs authorized by Code of Civil Procedure sections 998, 1032, and 1033.5, including expert witness costs incurred by Syar.

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Dated: May 30, 2018

BAKER BOTTS L.L.P.



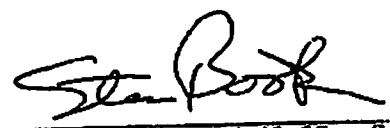
By: _____
CHRISTOPHER J. CARR

Attorneys for Defendant
SYAR INDUSTRIES, INC.

ACCEPTANCE

Plaintiff Stop Syar Expansion hereby accepts Defendant Syar Industry, Inc.'s statutory offer to compromise.

Dated: 6/21/18



Steven Booth on behalf of Stop Syar Expansion

Dated: 6/25/18



Counsel for Stop Syar Expansion

1 CHRISTOPHER J. CARR (SBN 184076)
2 BAKER BOTTS L.L.P.
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5 Telephone: (415) 291-6200
6 Facsimile: (415) 291-6300
7 Email: chris.carr@bakerbotts.com

8 Attorneys for Defendant
9 SYAR INDUSTRIES, INC.

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF NAPA

12 STOP SYAR EXPANSION, an
13 unincorporated nonprofit association, et al.,

14 Plaintiffs,

15 vs.

16 SYAR INDUSTRIES, INC., a California
17 corporation,

18 Defendant.

CASE NO.: 16CV001015

DEFENDANT SYAR INDUSTRIES,
INC.'S CODE OF CIVIL
PROCEDURE SECTION 998 OFFER
TO PLAINTIFF SUSANNE VON
GYMNICH-ROSENBERG

Action Filed: November 8, 2016
Trial Date: August 20, 2018
Judge: Hon. Diane M. Price

28

1 **TO PLAINTIFF SUSANNE VON GYMNICH-ROSENBERG AND HER**
2 **ATTORNEYS OF RECORD:**

3 Defendant Syar Industries, Inc. (Syar) hereby makes a statutory offer of compromise
4 pursuant to Code of Civil Procedure section 998 to compromise and settle the claims asserted in
5 the above-captioned matter against Syar.

6 The terms and conditions of the offer are as follows: In exchange for an entry of a
7 Request for Dismissal with Prejudice of all claims asserted against Syar by Plaintiff Susanne von
8 Gymnich-Rosenberg (You or Your), Syar shall pay You \$5,000. Said sum is in satisfaction of all
9 claims and causes of action that were or could have been asserted, and any damages, penalties,
10 costs, expenses, interest, and attorneys' fees sought in the above-captioned action.

11 This offer is effective immediately and will remain open for 30 days in accordance with
12 Code of Civil Procedure section 998, after which time the offer will be deemed withdrawn. This
13 offer is not conditioned upon the acceptance of any offer by another party.

14 If You accept this offer, please date and sign the acceptance below within 30 days and
15 return it to Christopher Carr at Baker Botts LLP at the address listed above. Syar's attorneys will
16 then prepare the necessary concluding documents.

17 This offer is made for the purposes specified in Code of Civil Procedure section 998 and
18 is not to be construed as an admission that Syar is liable in this action or that You or any other
19 plaintiff in the action has suffered any damages. This offer is inadmissible at trial and cannot be
20 presented as evidence pursuant to Evidence Code section 1152.

21 **PLEASE TAKE FURTHER NOTICE** that if You fail to accept the offer within the time
22 provided, and thereafter fail to achieve a more favorable result at trial or otherwise, you will not
23 be entitled to recover Your post-offer costs, and Syar shall move the Court for an award of all
24 post-offer costs authorized by Code of Civil Procedure sections 998, 1032, and 1033.5, including
25 expert witness costs incurred by Syar.

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Dated: May 30, 2018

BAKER BOTTS L.L.P.



By: _____
CHRISTOPHER J. CARR

Attorneys for Defendant
SYAR INDUSTRIES, INC.

ACCEPTANCE

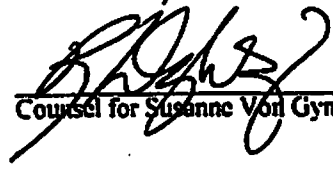
Plaintiff Susanne Von Gymnich-Rosenberg hereby accepts Defendant Syar Industry.

Inc.'s statutory offer to compromise.

Dated: 6/11/18


Susanne Von Gymnich-Rosenberg

Dated: 6/11/18


Counsel for Susanne Von Gymnich-Rosenberg

1 CHRISTOPHER J. CARR (SBN 184076)
2 BAKER BOTTS L.L.P.
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4 San Francisco, California 94111
5 Telephone: (415) 291-6200
6 Facsimile: (415) 291-6300
7 Email: chris.carr@bakerbotts.com

8 Attorneys for Defendant
9 SYAR INDUSTRIES, INC.

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF NAPA

12 STOP SYAR EXPANSION, an
13 unincorporated nonprofit association, et al.,

14 Plaintiffs,

15 vs.

16 SYAR INDUSTRIES, INC., a California
17 corporation,

18 Defendant.

CASE NO.: 16CV001015

DEFENDANT SYAR INDUSTRIES,
INC.'S CODE OF CIVIL
PROCEDURE SECTION 998 OFFER
TO PLAINTIFF KATHY FELCH

Action Filed: November 8, 2016
Trial Date: August 20, 2018
Judge: Hon. Diane M. Price

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TO PLAINTIFF KATHY FELCH AND HER ATTORNEYS OF RECORD:

Defendant Syar Industries, Inc. (Syar) hereby makes a statutory offer of compromise pursuant to Code of Civil Procedure section 998 to compromise and settle the claims asserted in the above-captioned matter against Syar.

The terms and conditions of the offer are as follows: In exchange for an entry of a Request for Dismissal with Prejudice of all claims asserted against Syar by Plaintiff Kathy Felch (You or Your), Syar shall pay You \$5,000. Said sum is in satisfaction of all claims and causes of action that were or could have been asserted, and any damages, penalties, costs, expenses, interest, and attorneys' fees sought in the above-captioned action.

This offer is effective immediately and will remain open for 30 days in accordance with Code of Civil Procedure section 998, after which time the offer will be deemed withdrawn. This offer is not conditioned upon the acceptance of any offer by another party.

If You accept this offer, please date and sign the acceptance below within 30 days and return it to Christopher Carr at Baker Botts LLP at the address listed above. Syar's attorneys will then prepare the necessary concluding documents.

This offer is made for the purposes specified in Code of Civil Procedure section 998 and is not to be construed as an admission that Syar is liable in this action or that You or any other plaintiff in the action has suffered any damages. This offer is inadmissible at trial and cannot be presented as evidence pursuant to Evidence Code section 1152.

PLEASE TAKE FURTHER NOTICE that if You fail to accept the offer within the time provided, and thereafter fail to achieve a more favorable result at trial or otherwise, you will not be entitled to recover Your post-offer costs, and Syar shall move the Court for an award of all post-offer costs authorized by Code of Civil Procedure sections 998, 1032, and 1033.5, including expert witness costs incurred by Syar.

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Dated: May 30, 2018

BAKER BOTTS L.L.P.



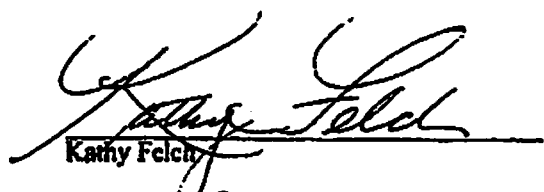
By: _____
CHRISTOPHER J. CARR

Attorneys for Defendant
SYAR INDUSTRIES, INC.


ACCEPTANCE

Plaintiff Kathy Felch hereby accepts Defendant Syar Industry, Inc.'s statutory offer to
compromise.

Dated: June 24, 2018


Kathy Felch

Dated: 6/25/18


Counsel for Kathy Felch

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CHRISTOPHER J. CARR (SBN 184076)
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Attorneys for Defendant
SYAR INDUSTRIES, INC.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF NAPA

STOP SYAR EXPANSION, an
unincorporated nonprofit association, et al.,

Plaintiffs,

vs.

SYAR INDUSTRIES, INC., a California
corporation,

Defendant.

CASE NO.: 16CV001015

DEFENDANT SYAR INDUSTRIES,
INC.'S CODE OF CIVIL
PROCEDURE SECTION 998 OFFER
TO PLAINTIFF NAPA VISION 2050

Action Filed: November 8, 2016
Trial Date: August 20, 2018
Judge: Hon. Diane M. Price

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TO PLAINTIFF NAPA VISION 2050 AND ITS ATTORNEYS OF RECORD:

Defendant Syar Industries, Inc. (Syar) hereby makes a statutory offer of compromise pursuant to Code of Civil Procedure section 998 to compromise and settle the claims asserted in the above-captioned matter against Syar.

The terms and conditions of the offer are as follows: In exchange for an entry of a Request for Dismissal with Prejudice of all claims asserted against Syar by Plaintiff Napa Vision 2050 ("You" or "Your"), Syar shall pay You \$5000. Said sum is in satisfaction of all claims and causes of action that were or could have been asserted, and any damages, penalties, costs, expenses, interest, and attorneys' fees sought in the above-captioned action.

This offer is effective immediately and will remain open for 30 days in accordance with Code of Civil Procedure section 998, after which time the offer will be deemed withdrawn. This offer is not conditioned upon the acceptance of any offer by another party.

If You accept this offer, please date and sign the acceptance below within 30 days and return it to Christopher Carr at Baker Botts LLP at the address listed above. Syar's attorneys will then prepare the necessary concluding documents.

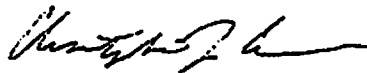
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Dated: May 30, 2018

BAKER BOTTS L.L.P.



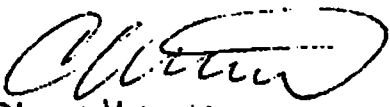
By: CHRISTOPHER J. CARR

Attorneys for Defendant
SYAR INDUSTRIES, INC.

ACCEPTANCE

Plaintiff Napa Vision 2050 hereby accepts Defendant Syar Industry, Inc.'s statutory offer to compromise.

Dated: 6/25/18


Charlotte Williams
~~Daniel Mufson~~ on behalf of Napa Vision 2050

Dated: 6/25/18


Council for Napa Vision 2050