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7 Attorneys for Plaintiff
8 FRIENDS OF SAFE PLAYING FIELDS

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17 Attorneys for Defendant IGNATIAN CORPORATION dba ST.
18 IGNATIUS COLLEGE PREPARATORY

19 James M. Johnson (SBN 229811)
20 Johnson Trial Law, LLC
21 100 Wilshire Blvd., Suite 700
22 Santa Monica, CA 90401
23 Telephone: (424) 272-6680
24 Email: james@johnsontrial.com

25 Attorneys for Cross-Defendants EMPIRE ASSOCIATES, INC.
26 dba SPRINTURF

27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

FRIENDS OF SAFE PLAYING FIELDS

Plaintiff,

vs.

**IGNATIAN CORPORATION, dba ST.
IGNATIUS COLLEGE
PREPARATORY; and DOES 1-100**

Defendants.

CASE NO. 23-CIV-00421

**STIPULATED CONSENT
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: January 27, 2022

Trial Date: None set

1. INTRODUCTION

1.1 On January 27, 2022, Plaintiff FRIENDS of Safe Playing Fields. (“FRIENDS”), as a private enforcer and in the public interest, initiated this action by filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the “Complaint”) pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.* (“Proposition 65”), against The IGNATIAN Corporation dba St. Ignatious College Preparatory (“IGNATIAN”) and Does 1-100. In this action, FRIENDS alleges that IGNATIAN possesses, owns or otherwise controls the Fairmont Field in Pacifica, California that has exposed student athletes and other persons to lead at levels that require a warning pursuant to Proposition 65. Lead is a chemical listed under Proposition 65 as a carcinogen and reproductive toxin. On May 10, 2023, IGNATIAN filed an Amended Cross-Complaint for Indemnity and Declaratory Relief against EMPIRE ASSOCIATES, INC., dba SPRINTURF (“SPRINTURF”). FRIENDS did not assert any claims—based on alleged violations of Proposition 65 or otherwise—against SPRINTURF.

1.2 FRIENDS, IGNATIAN and SPRINTURF are hereinafter referred to individually as a “Party” or collectively as the “Parties.”

1.3 FRIENDS is an association of neighbors who are concerned that student athletes and other persons who come into contact with the turf at the Fairmont Field are being exposed to lead, a very dangerous chemical, without prior knowledge. FRIENDS is dedicated to, among other causes, helping safeguard the public from health hazards by reducing and or eliminating

1 exposure to toxic chemicals, including lead, facilitating a safe environment and encouraging
2 corporate responsibility.

3 **1.4** For purposes of this Consent Judgment, the Parties agree that IGNATIAN is a business
4 entity that has employed ten or more persons at all times relevant to this action and qualifies as a
5 “person in the course of doing business” within the meaning of Proposition 65.

6 **1.5** The Complaint is based on allegations contained in FRIENDS’ Notice of Violation
7 dated January 25, 2022, that was served on the California Attorney General, other public
8 enforcers, and IGNATIAN (“Notice”). A true and correct copy of the Notice is attached hereto
9 as ***Exhibit A*** and incorporated herein by reference. More than 60 days have passed since the
10 Notice was served on the Attorney General, public enforcers, and IGNATIAN and no
11 designated governmental entity has filed a Complaint against IGNATIAN with regard to the
12 violations alleged in the Notice.

13 **1.6** FRIENDS’ Notice and Complaint allege that student athletes and other persons who
14 have had contact with the turf at Fairmont Field were exposed to lead without first receiving
15 clear and reasonable warnings from IGNATIAN, in violation of California Health and Safety
16 Code section 25249.6. The turf at issue in this case was replaced in or about November 2022.
17 IGNATIAN denies all material allegations contained in the Notice and Complaint. The
18 Amended Cross-Complaint alleges that SPRINTURF has a contractual duty to indemnify
19 IGNATIAN for acts or omissions that have arisen in the litigation. SPRINTURF denies all
20 material allegations contained in the Amended Cross-Complaint.

21 **1.7** The Parties have entered into this Consent Judgment in order to settle, compromise,
22 and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this
23 Consent Judgment nor compliance with this Consent Judgment shall constitute or be construed
24 as an admission by any of the Parties or by any of their respective officers, directors,
25 shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees,
26 licensees, of any issue of law, or violation of law.

27 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
28 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in

any current or future legal proceeding unrelated to these proceedings.

1.9 The Effective Date of this Consent Judgment is the date on which it is entered as a Judgment by this Court.

2. JURISDICTION AND VENUE

For purposes of this Consent Judgment and any further court action that may become necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over IGNATIAN as to the acts alleged in the Complaint and over SPRINTURF as to acts alleged in the Cross-Complaint, that venue is proper in San Mateo County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims up through and including the Effective Date that were or could have been asserted in this action based on the facts alleged in the Notice and Complaint.

3. INJUNCTIVE RELIEF, WARNINGS

3.1 Clear and Reasonable Warnings

IGNATIAN has posted the following warning ("Warning") at several prominent and conspicuous locations at Fairmont Field:



WARNING:

ENTERING THIS AREA CAN EXPOSE YOU TO CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM, INCLUDING LEAD, FROM ARTIFICIAL TURF.

FOR MORE INFORMATION GO TO www.P65Warnings.ca.gov

The word "**WARNING**" is and shall remain in all capital and bold letters.

No other supplemental information accompanies or will accompany the WARNING.

4. SETTLEMENT PAYMENT

4.1 In full satisfaction of all potential civil penalties, attorney's fees, and costs, IGNATIAN shall make a total payment of \$115,000.00 and SPRINTURF shall make a total

1 payment of \$105,000.00 ("Total Settlement Amount") to FRIENDS payable to Michel Freund
2 Attorney Client Trust Fund Account within ten (10) days of the Effective Date ("Due Date").
3 The payments shall be apportioned as follows:

4 **4.2** \$60,000.00 shall be considered a civil penalty pursuant to California Health and
5 Safety Code section 25249.7(b)(1). FRIENDS via Michael Freund shall remit 75%
6 (\$45,000.00 of the civil penalty to the Office of Environmental Health Hazard Assessment
7 ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in
8 accordance with California Health and Safety Code section 25249.12(c). FRIENDS will retain
9 the remaining 25% (\$15,000.00) of the civil penalty.

10 **4.3** \$4,918.28 shall be distributed to Michael Freund as reimbursement of FRIENDS'
11 reasonable costs incurred in bringing this action.

12 **4.4** \$155,081.72 shall be distributed to Michael Freund as reimbursement of
13 FRIENDS' attorney fees. Except as explicitly provided herein, each Party shall bear its own
14 fees and costs.

15 **4.5** Michael Freund shall be responsible to distribute the above payments to FRIENDS
16 and OEHHA.

17 **4.6** In the event that IGNATIAN and/or SPRINTURF fail to remit the Total Settlement
18 Amount owed under Section 4 of this Consent Judgment on or before the Due Date,
19 IGNATIAN and/or SPRINTURF shall be deemed to be in material breach of its obligations
20 under this Consent Judgment. FRIENDS shall provide written notice of the delinquency to
21 IGNATIAN and/or SPRINTURF via electronic mail. If IGNATIAN and/or SPRINTURF fail
22 to deliver the Total Settlement Amount within five (5) days from the written notice, the Total
23 Settlement Amount shall accrue interest at the statutory judgment interest rate provided in the
24 California Code of Civil Procedure section 685.010. Additionally, IGNATIAN and/or
25 SPRINTURF agree to pay FRIENDS's reasonable attorney's fees and costs for any efforts to
26 collect the payment due under this Consent Judgment.

27 **5. MODIFICATION OF CONSENT JUDGMENT**

28 **5.1** This Consent Judgment may be modified only as to injunctive terms (i) by

1 written stipulation of the Parties and upon entry by the Court of a modified consent judgment
2 or (ii) by motion of either Party pursuant to Section 5.2 and upon entry by the Court of a
3 modified consent judgment.

4 **5.2** If IGNATIAN and/or SPRINTURF seek to modify this Consent Judgment under
5 Section 5.1, then they must first provide written notice to FRIENDS of its intent (“Notice of
6 Intent”). If FRIENDS seeks to meet and confer regarding the proposed modification in the
7 Notice of Intent, then FRIENDS must provide written notice to IGNATIAN within thirty (30)
8 days of receiving the Notice of Intent. If FRIENDS notifies IGNATIAN and/or SPRINTURF
9 in a timely manner of FRIENDS’s intent to meet and confer, then the Parties shall meet and
10 confer in good faith as required in this Section. The Parties shall meet in person or via
11 telephone within thirty (30) days of FRIENDS’s notification of its intent to meet and confer.
12 Within thirty (30) days of such meeting, if FRIENDS disputes the proposed modification,
13 FRIENDS shall provide to IGNATIAN and/or SPRINTURF a written basis for its position.
14 The Parties shall continue to meet and confer for an additional thirty (30) days in an effort to
15 resolve any remaining disputes. Should it become necessary, the Parties may agree in writing
16 to different deadlines for the meet-and-confer period. If the Parties reach agreement on the
17 modification, they may file a stipulation or joint motion with the Court to modify this Consent
18 Judgment.

19 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT** 20 **JUDGMENT**

21 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
22 this Consent Judgment.

23 **6.2** If FRIENDS alleges any violation of this Consent Judgment, the Parties shall first
24 attempt to resolve the matter, and FRIENDS shall provide IGNATIAN and/or SPRINTURF
25 with a reasonable opportunity to cure, prior to FRIENDS seeking to enforce this Consent
26 Judgment or taking any further legal action.

27 **7. APPLICATION OF CONSENT JUDGMENT**

28 This Consent Judgment applies to, is binding upon, and benefits the Parties and their

1 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
2 divisions, predecessors, successors, and assigns.

3 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

4 **8.1** This Consent Judgment is a full, final, and binding resolution between FRIENDS,
5 on behalf of itself and in the public interest, and IGNATIAN and SPRINTURF and its
6 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
7 divisions, and the predecessors, successors, and assigns of any of them (collectively, "Released
8 Parties").

9 **8.2** FRIENDS, acting in the public interest, releases the Released Parties from any and
10 all claims for violations of Proposition 65 up through the Effective Date based on exposure to
11 lead from the Fairmont Field as set forth in the Notice of Violation. FRIENDS, on behalf of
12 itself only, hereby fully releases and discharges the Released Parties from any and all claims,
13 actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and
14 expenses asserted, or that could have been asserted, with regard to as to any alleged violation
15 of Proposition 65 or its implementing regulations arising from the failure to provide
16 Proposition 65 warnings to persons at Fairmont Field regarding exposure to lead from the turf
17 field up through and including the Effective Date.

18 **8.3** FRIENDS on its own behalf only, and IGNATIAN and SPRINTURF on their own
19 behalves only, further waive and release any and all claims they may have against each other
20 for all actions or statements made or undertaken in the course of seeking or opposing
21 enforcement of Proposition 65 in connection with the Notice and Complaint up through and
22 including the Effective Date, provided, however, that nothing in this Section 8 shall affect or
23 limit any Party's right to seek to enforce the terms of this Consent Judgment.

24 **8.4** It is possible that other claims not known to the Parties, arising out of the facts
25 alleged in the Notice and Complaint, and relating to the Covered Product, will develop or be
26 discovered. FRIENDS on behalf of itself only, and IGNATIAN and SPRINTURF on behalf of
27 themselves only, acknowledge that this Consent Judgment is expressly intended to cover and
28 include all such claims up through and including the Effective Date, including all rights of

1 action therefor. The Parties acknowledge that the claims released in Sections 8.2 and 8.3
2 above may include unknown claims, and nevertheless waive California Civil Code section
3 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
5 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
6 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
7 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

8 FRIENDS on behalf of itself only, IGNATIAN on behalf of itself only, and SPRINTURF on
9 behalf of itself only, acknowledge and understand the significance and consequences of this
10 specific waiver of California Civil Code section 1542.

11 **8.5** Compliance with the terms of this Consent Judgment shall be deemed to constitute
12 compliance with Proposition 65 by all of the Released Parties regarding alleged exposures to
13 lead at Fairmont Field as set forth in the Notice and Complaint.

14 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

15 In the event that any of the provisions of this Consent Judgment are held by a court to be
16 unenforceable, the validity of the remaining enforceable provisions shall not be adversely
17 affected.

18 **10. GOVERNING LAW**

19 The terms and conditions of this Consent Judgment shall be governed by and construed in
20 accordance with the laws of the State of California.

21 **11. PROVISION OF NOTICE**

22 All notices required to be given to either Party to this Consent Judgment by the other shall
23 be in writing and sent to the following agents listed below via first-class mail or via electronic
24 mail where required. Courtesy copies via email may also be sent.

25 **FOR FRIENDS OF SAFE PLAYING FIELDS:**
26
27
28

1 Michael Freund
2 Michael Freund & Associates
3 1919 Addison Street, Suite 104
4 Berkeley, CA 94704
5 Telephone: (510) 499-1992
6 Email: freund1@aol.com

7 FOR IGNATIAN:

8 G. Scott Emblidge
9 Gianna Geil
10 Moscone Emblidge & Rubens LLP
11 423 Washington Street, Suite 700
12 San Francisco, CA 94111
13 Telephone: (415) 362-3599
14 Email: emblidge@mosconelaw.com;
15 geil@mosconelaw.com

16 FOR SPRINTURF:

17 James M. Johnson
18 Johnson Trial Law, LLC
19 100 Wilshire Blvd., Suite 700
20 Santa Monica, CA 90401
21 Telephone: (424) 272-6680
22 Email: (424) 272-6680

23 12. COURT APPROVAL

24 12.1 Upon execution of this Consent Judgment by the Parties, FRIENDS shall notice a
25 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
26 Consent Judgment.

27 12.2. If the California Attorney General objects to any term in this Consent Judgment,
28 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
prior to the hearing on the motion.

12.3 If this Stipulated Consent Judgment is not approved by the Court, it shall be void
and have no force or effect.

13. EXECUTION AND COUNTERPARTS

This Consent Judgment may be executed in counterparts, which taken together shall be

1 deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid
2 as the original signature.

3 **14. DRAFTING**

4 The terms of this Consent Judgment have been reviewed by the respective counsel for
5 each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms
6 and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
7 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
8 and no provision of this Consent Judgment shall be construed against any Party, based on the fact
9 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
10 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
11 equally in the preparation and drafting of this Consent Judgment.

12 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

13 If a dispute arises with respect to either Party's compliance with the terms of this Consent
14 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or
15 in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may
16 be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

17 **16. ENFORCEMENT**

18 FRIENDS may, by motion or order to show cause before the Superior Court of
19 Alameda County, enforce the terms and conditions contained in this Consent Judgment. In any
20 action brought by FRIENDS to enforce this Consent Judgment, FRIENDS may seek whatever
21 fines, costs, penalties, or remedies as are provided by law for failure to comply with the
22 Consent Judgment. To the extent the failure of IGNATIAN to comply with the Consent
23 Judgment constitutes a violation of Proposition 65 or other laws, FRIENDS shall not be limited
24 to enforcement of this Consent Judgment, but may seek in another action whatever fines, costs,
25 penalties, or remedies as are provided by law for failure to comply with Proposition 65 or other
26 laws.

27 **17. ENTIRE AGREEMENT, AUTHORIZATION**

28 **17.1** This Consent Judgment contains the sole and entire agreement and understanding

1 of the Parties with respect to the entire subject matter herein, including any and all prior
2 discussions, negotiations, commitments, and understandings related thereto. No
3 representations, oral or otherwise, express or implied, other than those contained herein have
4 been made by any Party. No other agreements, oral or otherwise, unless specifically referred
5 to herein, shall be deemed to exist or to bind any Party.

6 17.2 Each signatory to this Consent Judgment certifies that he or she is fully authorized
7 by the Party he or she represents to stipulate to this Consent Judgment.

8 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY**
9 **OF CONSENT JUDGMENT**

10 This Consent Judgment has come before the Court upon the request of the Parties. The
11 Parties request the Court to fully review this Consent Judgment and, being fully informed
12 regarding the matters which are the subject of this action, to:

13 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
14 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
15 been diligently prosecuted, and that the public interest is served by such settlement; and

16 (2) Make the findings pursuant to California Health and Safety Code section
17 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.
18

19 **IT IS SO STIPULATED:**

20
21 Dated: 6/12/25, 2025

FRIENDS OF SAFE PLAYING
FIELDS

22
23 By: 
24 Ken Aronovsky

25 Dated: _____, 2025

26 IGNATIAN CORPORATION dba
27 St. Ignatius College Preparatory

28 By: _____
Its: _____

1 of the Parties with respect to the entire subject matter herein, including any and all prior
2 discussions, negotiations, commitments, and understandings related thereto. No
3 representations, oral or otherwise, express or implied, other than those contained herein have
4 been made by any Party. No other agreements, oral or otherwise, unless specifically referred
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12 regarding the matters which are the subject of this action, to:

13 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
14 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
15 been diligently prosecuted, and that the public interest is served by such settlement; and

16 (2) Make the findings pursuant to California Health and Safety Code section
17 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

18
19 **IT IS SO STIPULATED:**

20
21 Dated: _____, 2025

FRIENDS OF SAFE PLAYING
FIELDS

23 By: _____
24 Ken Aronovsky

25 Dated: June 10, 2025

IGNATIAN CORPORATION dba
St. Ignatius College Preparatory

27 By: [Signature]
28 Its: [Signature]

1 Dated: June 11, 2025, 2025

EMPIRE ASSOCIATES, INC. dba
Sprinturf

3 Brenda Grant
4 By: Brenda Grant
5 Its: General Counsel

6 **APPROVED AS TO FORM:**

7
8
9
10 Dated: _____, 2025

MICHAEL FREUND & ASSOCIATES

11
12
13 By: _____
14 Michael Freund
15 Attorney for Plaintiff Friends of Safe
16 Playing Fields

17 Dated: _____, 2025

MOSCONE EMBLIDGE & RUBENS LLP

18
19 By: _____
20 G. Scott Emblidge
21 Attorneys for Defendant Ignatian Corporation
22 dba St. Ignatius College Preparatory

23 Dated: June 11, 2025, 2025

JOHNSON TRIAL LAW, LLC

24 James M. Johnson
25 James M. Johnson
26 Empire Associates, Inc. dba Sprinturf
27
28

1 Dated: _____, 2025

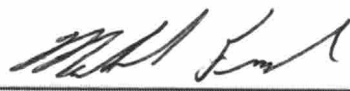
EMPIRE ASSOCIATES, INC. dba
Sprinturf

By: _____
Its:

6 **APPROVED AS TO FORM:**

10 Dated: June 12, 2025

MICHAEL FREUND & ASSOCIATES

12 By: 
13 Michael Freund
14 Attorney for Plaintiff Friends of Safe
15 Playing Fields

16 Dated: June 9, 2025

MOSCONE EMBLIDGE & RUBENS LLP

18 By: G. Scott Emblidge
19 G. Scott Emblidge
20 Attorneys for Defendant Ignatian Corporation
21 dba St. Ignatius College Preparatory

22 Dated: _____, 2025

JOHNSON TRIAL LAW, LLC

23 _____
24 James M. Johnson
25 Empire Associates, Inc. dba Sprinturf

ORDER AND JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2025

Judge of the Superior Court

EXHIBIT A

Michael Freund & Associates
1919 Addison Street, Suite 105
Berkeley, CA 94704
Voice (510) 540-1992 Fax (510) 371-0885
Email: freund1@aol.com

January 25, 2022

Xavier Becerra
California Attorney General
1515 Clay Street, Suite 2000
Oakland, CA 94612-1413

Stephen M. Wagstaffe
San Mateo County District Attorney
400 County Center, 3rd Floor
Redwood City, CA 94063

Ken Stupi, Registered Agent
The Ignatian Corporation dba St. Ignatious College Preparatory
2001 37th Ave.
San Francisco, CA 94116-1165

**Re: Notice of Violation of the Safe Drinking Water and Toxic Enforcement
Act of 1986, California Health & Safety Code Sections 25249.5 et seq. ("Proposition
65")**

Dear Alleged Violators and the Appropriate Proposition 65 Public Enforcement Agencies:

I represent Friends of Safe Playing Fields, ("Friends") an association of neighbors who are concerned that student athletes and other persons who come into contact with the turf at the Fairmont Field located at 260 Edgewood Drive, Pacifica, California 94044 are being exposed to lead, a very dangerous heavy metal without any knowledge. Friends main contact is Steve Aronovsky. Tel.: 650-266-8200; email llonemoretime77@yahoo.com. This letter constitutes notification that the Ignatian Corporation, dba St. Ignatius College Preparatory has violated the warning requirement of Proposition 65, the Safe Drinking Water and Toxic Enforcement Act which is codified at Health & Safety Code § 25249.5 et seq.

Friends has identified violations of Proposition 65 from the alleged Violators identified herein. The alleged Violators possess, own or otherwise control the Fairmont Field in Pacifica, California which is used primarily by students of St. Ignatius College Preparatory for soccer, baseball and other sports or school activities. The field is comprised of fake green grass blades with tire crumb turf that contain lead. The alleged Violators have exposed and continue to expose students and other persons engaged in activities on the Fairmont Field to this chemical including but not limited to teachers, coaches, groundskeepers and referees/umpires without providing a clear and reasonable warning to these individuals. This letter serves as a notice of

these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Health and Safety Code Section 25249.7, subdivision (d), Friends intends to file a private enforcement action in the public interest 60 days after effective service of this Notice of Violation unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information About Proposition 65: A copy of a summary of Proposition 65 prepared by the Office of Environmental Health Hazard Assessment, is enclosed with this letter served to the alleged Violators.

Alleged Violators: The names of the companies covered by this Notice of Violation that violated Proposition 65 are:

The Ignatian Corporation dba St. Ignatius College Preparatory

Information Pertaining to Lead and Proposition 65: On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

General Geographic Location of the Unlawful Exposure and Route of Exposure: The location of the unlawful exposure initially takes place at the Fairmont Field located at 290 Edgewood Drive, Pacifica, California 94044.

The exposures that are the subject of this Notice of Violation occur through dermal contact, inhalation and ingestion.

Approximate Time Period of Violations: Ongoing violations have occurred each day during the ordinary course of business operations since at least January 25, 2019 and will continue every day until clear and reasonable warnings are provided to those persons exposed to lead or until the turf at Fairmont Field is replaced with natural grass.

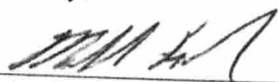
Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemical. Based on the environmental exposure at issue, the method of warning should be one or more of the methods required in the California Code of Regulations ("CCR"), title 27, Section 25604. The method of warning should be a warning sign posted at all public entrances to Fairmont Field in no smaller than 72-point type. The warning sign must clearly state that the source of the exposure is the turf; be provided in a conspicuous manner and under such conditions as to make it likely to be seen, read and understood by an ordinary individual in the course of normal daily activity; be provided in English and in any other language used on other signage in the affected area. *Id.* at Section 25604, subdivision (a) (1) (A)-(C). The warning sign must also comply with the provisions set forth at 27 CCR Section 25605.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, Friends is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the

alleged Violators to (1) take immediate action to replace the toxic turf with natural grass so as to eliminate further exposures to students and others to this dangerous chemical; 2) provide clear and reasonable warnings compliant with Proposition 65 to those students and others who both currently come into contact with the turf field and have come into contact with the turf field and were exposed to lead during the last three years; and 3) pay an appropriate civil penalty. Such a resolution will prevent further unwarranted exposures to the identified chemical, as well as expensive and time-consuming litigation.

Please direct all communications regarding this Notice of Violation to my attention at the law office address and telephone number indicated on the letterhead or at freund1@aol.com.

Sincerely,



Michael Freund

Attorney for Friends of Safe Playing Fields

Attachments: Certificate of Merit, Certificate of Service, OEHHA Summary (to Violators only), and Additional Supporting Information for Certificate of Merit (to Attorney General only)

CERTIFICATE OF MERIT

Re: Friends of Safe Playing Fields Notice of Proposition 65 Violation

I, Michael Freund, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged that the parties identified in the Notice of Violation violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

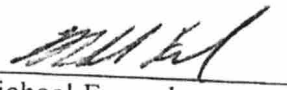
2. I am the attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the Notice of Violation.

4. Based on the information obtained through this consultation, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not provide that the alleged Violators will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code Section 25249.7 (h) (2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by the individual.

Dated: January 25, 2022


Michael Freund

APPENDIX A

OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the California Office of Environmental Health Hazard Assessment (OEHHA), the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and OEHHA implementing regulations (see citations below) for further information.

FOR INFORMATION CONCERNING THE BASIS FOR THE ALLEGATIONS IN THE NOTICE RELATED TO YOUR BUSINESS, CONTACT THE PERSON IDENTIFIED ON THE NOTICE.

The text of Proposition 65 (Health and Safety Code Sections 25249.5 through 25249.13) is available online at: <http://oehha.ca.gov/prop65/law/P65law72003.html>. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 27 of the California Code of Regulations, sections 25102 through 27001.¹ These implementing regulations are available online at: <http://oehha.ca.gov/prop65/law/P65Regs.html>.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Proposition 65 List." Under Proposition 65, the lead agency (OEHHA) publishes a list of chemicals that are known to the State of California to cause cancer and/or reproductive toxicity. Chemicals are placed on the Proposition 65 list if they are known to cause cancer and/or birth defects or other reproductive harm, such as damage to

¹ All further regulatory references are to sections of Title 27 of the California Code of Regulations unless otherwise indicated. The statute, regulations and relevant case law are available on the OEHHA website at: <http://www.oehha.ca.gov/prop65/law/index.html>.

female or male reproductive systems or to the developing fetus. This list must be updated at least once a year. The current Proposition 65 list of chemicals is available on the OEHHA website at: http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html.

Only those chemicals that are on the list are regulated under Proposition 65. Businesses that produce, use, release or otherwise engage in activities involving listed chemicals must comply with the following:

Clear and reasonable warnings. A business is required to warn a person before "knowingly and intentionally" exposing that person to a listed chemical unless an exemption applies. The warning given must be "clear and reasonable." This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed to that chemical. Some exposures are exempt from the warning requirement under certain circumstances discussed below.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Some discharges are exempt from this requirement under certain circumstances discussed below.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. You should consult the current version of the statute and regulations (<http://www.oehha.ca.gov/prop65/law/index.html>) to determine all applicable exemptions, the most common of which are the following:

Grace Period. Proposition 65 warning requirements do not apply until 12 months after the chemical has been listed. The Proposition 65 discharge prohibition does not apply to a discharge or release of a chemical that takes place less than 20 months after the listing of the chemical.

Governmental agencies and public water utilities. All agencies of the federal, state or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees. This includes all employees, not just those present in California.

Exposures that pose no significant risk of cancer. For chemicals that are listed under Proposition 65 as known to the State to cause cancer, a warning is not required if the business causing the exposure can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific "No Significant Risk Levels" (NSRLs) for many listed carcinogens. Exposures below these levels are exempt from the warning requirement. See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of NSRLs, and Section 25701 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause reproductive toxicity, a warning is not required if the business causing the exposure can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level" divided by 1,000. This number is known as the Maximum Allowable Dose Level (MADL). See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of MADLs, and Section 25801 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures to Naturally Occurring Chemicals in Food. Certain exposures to chemicals that naturally occur in foods (i.e., that do not result from any known human activity, including activity by someone other than the person causing the exposure) are exempt from the warning requirements of the law. If the chemical is a contaminant² it must be reduced to the lowest level feasible. Regulations explaining this exemption can be found in Section 25501.

Discharges that do not result in a "significant amount" of the listed chemical entering any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the listed chemical has not, does not, or will not pass into or probably pass into a source of drinking water, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" level for chemicals that cause cancer or that is 1,000 times below the "no observable effect" level for chemicals that cause reproductive toxicity, if an individual were exposed to that amount in drinking water.

² See Section 25501(a)(4).

A copy of the notice of special compliance procedure and proof of compliance form is included in Appendix B and can be downloaded from OEHHA's website at:
<http://oehha.ca.gov/prop65/law/p65law72003.html>.

FOR FURTHER INFORMATION ABOUT THE LAW OR REGULATIONS...

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900 or via e-mail at P65PublicComments@oehha.ca.gov.

Revised: May 2017

NOTE: Authority cited: Section 25249.12, Health and Safety Code. Reference: Sections 25249.5, 25249.6, 25249.7, 25249.9, 25249.10 and 25249.11, Health and Safety Code.

CERTIFICATE OF SERVICE

I am a citizen of the United States and a resident of the County of Alameda. I am over the age of eighteen years and not a party to the within entitled action. My business address is 1919 Addison Street, Suite 105, Berkeley, CA 94704.

On January 24, 2022 I served the following documents: Notice of Violation of California Health & Safety Code § 25249.5 et seq; Certificate of Merit; and Appendix A, Office of Environmental Health Hazard Assessment, California Environmental Protection Agency, "The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary" on the following party by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, at a United States Postal Service Office in Berkeley, California for delivery by Certified Mail and via electronic mail addressed as follows:

Ken Stupi, Registered Agent
The Ignatian Corporation dba St. Ignatious College Preparatory
2001 37th Ave.
San Francisco, CA 94116-1165

On January 24, 2022, I served the following documents: Notice of Violation of California Health & Safety Code § 25249.5 et seq; Certificate of Merit; and Additional Supporting Information for Certificate of Merit by uploading to the California Attorney General's website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice>:

California Attorney General/Proposition 65 Coordinator
1515 Clay Street, Suite 2000
P.O. Box 70550
Oakland, CA 94612-0550

On January 24, 2022, I served the following documents: Notice of Violation of California Health & Safety Code § 25249.5 et seq; and Certificate of Merit by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, at a United States Postal Service Office in Berkeley, California for delivery by Certified Mail addressed as follows:

Stephen M. Wagstaffe
San Mateo County District Attorney
400 County Center, 3rd Floor
Redwood City, CA 94063

I, Michael Freund declare under penalty of perjury that the foregoing is true and correct. Executed on
January 25, 2022 at Berkeley, California.



Michael Freund