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8 FRIENDS OF SAFE PLAYING FIELDS

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

19 James M. Johnson (SBN 229811)  
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24 Email: [james@johnsontrial.com](mailto: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,  
an unincorporated association**

**Plaintiff,**

**vs.**

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

**Defendants.**

**THE IGNATIAN CORPORATION,  
individually and dba ST. IGNATIUS  
COLLEGE PREPARATORY,**

**Cross-Complainant,**

**vs.**

**EMPIRE ASSOCIATES, INC. dba  
SPRINTURF; and ROES 1-10,**

**Cross Defendants.**

**CASE NO. 23-CIV-00421**

**[PROPOSED] STIPULATED  
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. Ignatius 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

1 claims—based on alleged violations of Proposition 65 or otherwise—against SPRINTURF.

2 1.2 FRIENDS, IGNATIAN and SPRINTURF are hereinafter referred to individually as  
3 a “Party” or collectively as the “Parties.”

4 1.3 FRIENDS is an association of neighbors who are concerned that student athletes and  
5 other persons who come into contact with the turf at the Fairmont Field are being exposed to  
6 lead, a very dangerous chemical, without prior knowledge. FRIENDS is dedicated to, among  
7 other causes, helping safeguard the public from health hazards by reducing and or eliminating  
8 exposure to toxic chemicals, including lead, facilitating a safe environment and encouraging  
9 corporate responsibility.

10 1.4 For purposes of this Stipulated Consent Judgment, the Parties agree that IGNATIAN is  
11 a business entity that has employed ten or more persons at all times relevant to this action and  
12 qualifies as a “person in the course of doing business” within the meaning of Proposition 65.

13 1.5 The Complaint is based on allegations contained in FRIENDS’ Notice of Violation  
14 dated January 25, 2022, that was served on the California Attorney General, other public  
15 enforcers, and IGNATIAN (“Notice”). A true and correct copy of the Notice is attached hereto  
16 as *Exhibit A* and incorporated herein by reference. More than 60 days have passed since the  
17 Notice was served on the Attorney General, public enforcers, and IGNATIAN and no  
18 designated governmental entity has filed a Complaint against IGNATIAN with regard to the  
19 violations alleged in the Notice.

20 1.6 FRIENDS’ Notice and Complaint allege that student athletes and other persons who  
21 have had contact with the turf at Fairmont Field were exposed to lead without first receiving  
22 clear and reasonable warnings from IGNATIAN, in violation of California Health and Safety  
23 Code section 25249.6. The turf at issue in this case was replaced with an entirely new field on  
24 or about November 7, 2022 which FRIENDS contends has significantly reduced the amount of  
25 lead exposure to users of Fairmont Field. IGNATIAN denies all material allegations contained  
26 in the Notice and Complaint. The Amended Cross-Complaint alleges that SPRINTURF has a  
27 contractual duty to indemnify IGNATIAN for acts or omissions that have arisen in the  
28 litigation. SPRINTURF denies all material allegations contained in the Amended Cross-

1 Complaint.

2 1.7 The Parties have entered into this Stipulated Consent Judgment in order to settle,  
3 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.  
4 Nothing in this Stipulated Consent Judgment nor compliance with this Stipulated Consent  
5 Judgment shall constitute or be construed as an admission by any of the Parties or by any of  
6 their respective officers, directors, shareholders, employees, agents, parent companies,  
7 subsidiaries, divisions, franchisees, licensees, of any issue of law, or violation of law.

8 1.8 Except as expressly set forth herein, nothing in this Stipulated Consent Judgment  
9 shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have  
10 in any current or future legal proceeding unrelated to these proceedings.

11 1.9 The Effective Date of this Stipulated Consent Judgment is the date on which it is  
12 entered as a Judgment by the Court.

## 13 2. JURISDICTION AND VENUE

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

## 22 3. WARNINGS

### 23 3.1 Clear and Reasonable Warnings

24 On November 7, 2022, IGNATIAN posted the following warning ("Warning") at the  
25 public entrance and at several prominent and conspicuous locations in compliance with 27  
26 CCR section s 25604 and 25605 at Fairmont Field:



27 **WARNING:**  
28

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

4 **FOR MORE INFORMATION GO TO [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)**

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

6 The size of the Warning is at least or larger than 72-point type.

7 No other supplemental information accompanies the WARNING.

8 **4. SETTLEMENT PAYMENT**

9 **4.1** In full satisfaction of all potential civil penalties, attorney's fees, and costs,  
10 IGNATIAN shall make a total payment of \$115,000.00 and SPRINTURF shall make a total  
11 payment of \$105,000.00 ("Total Settlement Amount") to FRIENDS payable to Michel Freund  
12 Attorney Client Trust Fund Account within ten (10) days of the Effective Date ("Due Date").  
13 The payments shall be apportioned as follows:

14 **4.2** \$60,000.00 shall be considered a civil penalty pursuant to California Health and  
15 Safety Code section 25249.7(b)(1). FRIENDS via Michael Freund shall remit 75%  
16 (\$45,000.00 of the civil penalty to the Office of Environmental Health Hazard Assessment  
17 ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in  
18 accordance with California Health and Safety Code section 25249.12(c). FRIENDS will retain  
19 the remaining 25% (\$15,000.00) of the civil penalty.

20 **4.3** \$4,918.28 shall be distributed to Michael Freund as reimbursement of FRIENDS'  
21 reasonable costs incurred in bringing this action.

22 **4.4** \$155,081.72 shall be distributed to Michael Freund as reimbursement of  
23 FRIENDS' attorney fees. Except as explicitly provided herein, each Party shall bear its own  
24 fees and costs.

25 **4.5** Michael Freund shall be responsible to distribute the above payments to FRIENDS  
26 and OEHHA.

27 **4.6** In the event that IGNATIAN and/or SPRINTURF fail to remit the Total Settlement  
28 Amount owed under Section 4 of this Stipulated Consent Judgment on or before the Due Date,

1 IGNATIAN and/or SPRINTURF shall be deemed to be in material breach of its obligations  
2 under this Stipulated Consent Judgment. FRIENDS shall provide written notice of the  
3 delinquency to IGNATIAN and/or SPRINTURF via electronic mail. If IGNATIAN and/or  
4 SPRINTURF fail to deliver the Total Settlement Amount within five (5) days from the written  
5 notice, the Total Settlement Amount shall accrue interest at the statutory judgment interest rate  
6 provided in the California Code of Civil Procedure section 685.010. Additionally, IGNATIAN  
7 and/or SPRINTURF agree to pay FRIENDS's reasonable attorney's fees and costs for any  
8 efforts to collect the payment due under this Stipulated Judgment.

9 **5. RETENTION OF JURISDICTION, ENFORCEMENT OF STIPULATED CONSENT**  
10 **JUDGMENT**

11 **5.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate  
12 this Stipulated Consent Judgment.

13 **5.2** If FRIENDS alleges any violation of this Stipulated Consent Judgment, the Parties  
14 shall first attempt to resolve the matter, and FRIENDS shall provide IGNATIAN and/or  
15 SPRINTURF with a reasonable opportunity to cure, prior to FRIENDS seeking to enforce this  
16 Stipulated Consent Judgment or taking any further legal action.

17 **6. APPLICATION OF CONSENT JUDGMENT**

18 This Stipulated Consent Judgment applies to, is binding upon, and benefits the Parties and  
19 their respective officers, directors, shareholders, employees, agents, parent companies,  
20 subsidiaries, divisions, predecessors, successors, and assigns.

21 **7. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

22 **7.1** This Stipulated Consent Judgment is a full, final, and binding resolution between  
23 FRIENDS, on behalf of itself and in the public interest, and IGNATIAN and SPRINTURF and  
24 its respective officers, directors, shareholders, employees, agents, parent companies,  
25 subsidiaries, divisions, and the predecessors, successors, and assigns of any of them  
26 (collectively, "Released Parties").

27 **7.2** FRIENDS, acting in the public interest, releases the Released Parties from any and  
28 all claims for violations of Proposition 65 up to and including the Effective Date relating to

1 exposure to lead from the Fairmont Field as set forth in the Notice of Violation. FRIENDS, on  
2 behalf of itself only, hereby fully releases and discharges the Released Parties from any and all  
3 claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and  
4 expenses asserted, or that could have been asserted, with regard to as to any alleged violation  
5 of Proposition 65 or its implementing regulations arising from the failure to provide  
6 Proposition 65 warnings to persons at Fairmont Field up to and including the Effective Date.

7       **7.3** FRIENDS on its own behalf only, and IGNATIAN and SPRINTURF on their own  
8 behalves only, further waive and release any and all claims they may have against each other  
9 for all actions or statements made or undertaken in the course of seeking or opposing  
10 enforcement of Proposition 65 in connection with the Notice and Complaint up through and  
11 including the Effective Date, provided, however, that nothing in this Section shall affect or  
12 limit any Party's right to seek to enforce the terms of this Stipulated Consent Judgment.

13       **7.4** It is possible that other claims not known to the Parties, arising out of the facts  
14 alleged in the Notice and Complaint, and relating to the Covered Product, will develop or be  
15 discovered. FRIENDS on behalf of itself only, and IGNATIAN and SPRINTURF on behalf of  
16 themselves only, acknowledge that this Stipulated Consent Judgment is expressly intended to  
17 cover and include all such claims up through and including the Effective Date, including all  
18 rights of action therefor. The Parties acknowledge that the claims released in Sections 8.2 and  
19 8.3 above may include unknown claims, and nevertheless waive California Civil Code section  
20 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

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

25 FRIENDS on behalf of itself only, IGNATIAN on behalf of itself only, and SPRINTURF on  
26 behalf of itself only, acknowledge and understand the significance and consequences of this  
27 specific waiver of California Civil Code section 1542.  
28

1 **8. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

2 In the event that any of the provisions of this Stipulated Consent Judgment are held by a  
3 court to be unenforceable, the validity of the remaining enforceable provisions shall not be  
4 adversely affected.

5 **9. GOVERNING LAW**

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

8 **10. PROVISION OF NOTICE**

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

12 **FOR FRIENDS OF SAFE PLAYING FIELDS:**

13 Michael Freund  
14 Michael Freund & Associates  
15 1919 Addison Street, Suite 104  
16 Berkeley, CA 94704  
17 Telephone: (510) 499-1992  
18 Email: [Freund1@aol.com](mailto:Freund1@aol.com)

19 **FOR IGNATIAN:**

20 G. Scott Emblidge  
21 Gianna Geil  
22 Moscone Emblidge & Rubens LLP  
23 423 Washington Street, Suite 700  
24 San Francisco, CA 94111  
25 Telephone: (415) 362-3599  
26 Email: [emblidge@mosconelaw.com](mailto:emblidge@mosconelaw.com);  
27 [geil@mosconelaw.com](mailto:geil@mosconelaw.com)  
28

1 **FOR SPRINTURF:**

2 James M. Johnson  
3 Johnson Trial Law, LLC  
4 100 Wilshie Blvd., Suite 700  
5 Santa Monica, CA 90401  
6 Telephone: (424) 272-6680  
7 Email: james@johnsontrial.com

8 **11. COURT APPROVAL**

9 **11.1** Upon execution of this Consent Judgment by the Parties, FRIENDS shall notice  
10 a Motion for Court Approval. The Parties shall use their best efforts to support entry of this  
11 Stipulated Consent Judgment.

12 **11.2** If the California Attorney General objects to any term in this Stipulated Consent  
13 Judgment, the Parties shall use their best efforts to resolve the concern in a timely manner, and  
14 if possible prior to the hearing on the motion.

15 **11.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be void  
16 and have no force or effect.

17 **12. EXECUTION AND COUNTERPARTS**

18 This Stipulated Consent Judgment may be executed in counterparts, which taken together  
19 shall be deemed to constitute one document. A facsimile or .pdf signature shall be construed to be  
20 as valid as the original signature.

21 **13. DRAFTING**

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

1 this Stipulated Consent Judgment.

2 **14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

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

8 **15. ENFORCEMENT**

9 FRIENDS may, by motion or order to show cause before the Superior Court of  
10 Alameda County, enforce the terms and conditions contained in this Stipulated Consent  
11 Judgment. In any action brought by FRIENDS to enforce this Stipulated Consent Judgment,  
12 FRIENDS may seek whatever fines, costs, penalties, or remedies as are provided by law for  
13 failure to comply with the Stipulated Consent Judgment.

14 **16. ENTIRE AGREEMENT, AUTHORIZATION**

15 **16.1** This Stipulated Consent Judgment contains the sole and entire agreement and  
16 understanding of the Parties with respect to the entire subject matter herein, including any and  
17 all prior discussions, negotiations, commitments, and understandings related thereto. No  
18 representations, oral or otherwise, express or implied, other than those contained herein have  
19 been made by any Party. No other agreements, oral or otherwise, unless specifically referred  
20 to herein, shall be deemed to exist or to bind any Party.

21 **16.2** Each signatory to this Stipulated Consent Judgment certifies that he or she is fully  
22 authorized by the Party he or she represents to stipulate to this Stipulated Consent Judgment.

23 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY**  
24 **OF CONSENT JUDGMENT**

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

28 (1) Find that the terms and provisions of this Stipulated Consent Judgment represent a


1 fair and equitable settlement of all matters raised by the allegations of the Complaint, that the  
2 matter has been diligently prosecuted, and that the public interest is served by such settlement; and

3 (2) Make the findings pursuant to California Health and Safety Code section  
4 25249.7(f)(4), approve the Settlement, and approve this Stipulated Consent Judgment.  
5  
6

7 **IT IS SO STIPULATED:**  
8

9 Dated: 7/21, 2025

FRIENDS OF SAFE PLAYING  
FIELDS

10 By:   
11 Ken Aronovsky  
12  
13  
14

15 Dated: \_\_\_\_\_, 2025

THE IGNATIAN CORPORATION  
dba St. Ignatius College Preparatory

16 By: \_\_\_\_\_  
17 Its: \_\_\_\_\_  
18  
19  
20

21 Dated: \_\_\_\_\_, 2025

EMPIRE ASSOCIATES, INC. dba  
Sprinturf

22 By: \_\_\_\_\_  
23 Its: \_\_\_\_\_  
24  
25  
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1 fair and equitable settlement of all matters raised by the allegations of the Complaint, that the  
2 matter has been diligently prosecuted, and that the public interest is served by such settlement; and

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

5  
6  
7 **IT IS SO STIPULATED:**

8  
9 Dated: \_\_\_\_\_, 2025

FRIENDS OF SAFE PLAYING  
FIELDS

10  
11 By: \_\_\_\_\_  
12 Ken Aronovsky

13  
14  
15 Dated: July 17, 2025

THE IGNATIAN CORPORATION  
dba St. Ignatius College Preparatory

16  
17 By: [Signature]  
18 Its:

19  
20  
21 Dated: \_\_\_\_\_, 2025

EMPIRE ASSOCIATES, INC. dba  
Sprinturf

22  
23  
24 By: \_\_\_\_\_  
25 Its:

1 fair and equitable settlement of all matters raised by the allegations of the Complaint, that the  
2 matter has been diligently prosecuted, and that the public interest is served by such settlement; and

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

5  
6  
7 **IT IS SO STIPULATED:**  
8

9 Dated: \_\_\_\_\_, 2025

FRIENDS OF SAFE PLAYING  
FIELDS

11 By: \_\_\_\_\_  
12 Ken Aronovsky

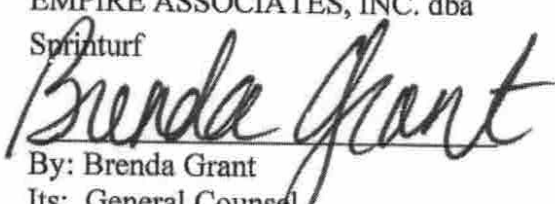
15 Dated: \_\_\_\_\_, 2025

THE IGNATIAN CORPORATION  
dba St. Ignatius College Preparatory

17 By: \_\_\_\_\_  
18 Its:

21 Dated: August 6, 2025

EMPIRE ASSOCIATES, INC. dba  
Sprinturf

23   
24 By: Brenda Grant  
25 Its: General Counsel  
26  
27  
28

1 **APPROVED AS TO FORM:**

2  
3  
4  
5 Dated: 7/14/, 2025

MICHAEL FREUND & ASSOCIATES

7 By: 

8 Michael Freund

9 Attorney for Plaintiff

10 Friends of Safe Playing Fields

11 Dated: July 10, 2025

MOSCONE EMBLIDGE & RUBENS LLP

13 By: 

14 G. Scott Emblidge

15 Attorneys for Defendant

16 The Ignatian Corporation dba St. Ignatius  
College Preparatory

17 Dated: \_\_\_\_\_, 2025

JOHNSON TRIAL LAW, LLC

19 James M. Johnson

20 Attorney for Cross-Defendant

21 Empire Associates, Inc. dba Sprinturf

1 **APPROVED AS TO FORM:**

2  
3  
4  
5 Dated: \_\_\_\_\_, 2025

MICHAEL FREUND & ASSOCIATES

6  
7 By: \_\_\_\_\_  
8 Michael Freund  
9 Attorney for Plaintiff  
10 Friends of Safe Playing Fields


11 Dated: \_\_\_\_\_, 2025

MOSCONE EMBLIDGE & RUBENS LLP

12  
13 By: \_\_\_\_\_  
14 G. Scott Emblidge  
15 Attorneys for Defendant  
16 The Ignatian Corporation dba St. Ignatius  
College Preparatory

17 Dated: August 6, 2025

JOHNSON TRIAL LAW, LLC

18  
19   
20 James M. Johnson  
21 Attorney for Cross-Defendant  
22 Empire Associates, Inc. dba Sprinturf  
23  
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1                                    **[PROPOSED] ORDER AND JUDGMENT**

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

4 IT IS SO ORDERED, ADJUDGED AND DECREED.

5  
6 Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Judge of the Superior Court