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9 Attorneys for Plaintiffs
10 OAKLAND CANNERY COLLECTIVE,
11 ENVIRONMENTAL DEMOCRACY PROJECT and
12 CENTER FOR ENVIRONMENTAL HEALTH

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF ALAMEDA

15 OAKLAND CANNERY COLLECTIVE;
16 ENVIRONMENTAL DEMOCRACY PROJECT;
17 and CENTER FOR ENVIRONMENTAL
18 HEALTH,

19 Plaintiffs,

20 v.

21 GREEN SAGE MANAGEMENT, LLC;
22 OAKLAND CANNERY REAL ESTATE, LLC;
23 OAKLAND TINNERY, LLC; 5601 SLOCA, LLC;
24 5733 SLOCA, LLC; 5601-A LLC; 5601-B LLC;
25 MEADOWS IN BLOOM LLC; UNITED
26 RENTALS (NORTH AMERICA), INC.; YCL
27 INVESTMENT GROUP LLC; DC CAPITAL
28 HOLDINGS LLC; and DOES 1 through 100,
inclusive,

Defendants.

Civil Case No.: 22CV017469

ASSIGNED FOR ALL PURPOSES TO: Judge
Karin Schwartz, Department 20

**[PROPOSED] CONSENT JUDGMENT AS
TO DEFENDANT UNITED RENTALS
(NORTH AMERICA), INC.**

1 **1. INTRODUCTION**

2 **1.1.** This Consent Judgment is entered into by Plaintiffs Oakland Cannery Collective,
3 Environmental Democracy Project, and Center for Environmental Health (Plaintiffs), and Defendant
4 United Rentals (North America), Inc. (Settling Defendant) to settle claims asserted by Plaintiffs against
5 Settling Defendant as set forth in the complaint in *Oakland Cannery Collective, et al. v. Green Sage*
6 *Management, LLC, et al.*, Alameda Superior Court No. 22CV017469 (the “Action”). Plaintiff and
7 Settling Defendant are referred to collectively as the “Parties.”

8 **1.2.** On June 27, 2022, Plaintiffs served a 60-day notice of violation pursuant to Health and
9 Safety Code section 25249.7(d) on Settling Defendant, the California Attorney General, the District
10 Attorney for the County of Alameda, and the City Attorney for the city of Oakland. The Notice asserted
11 that Settling Defendant caused exposures to diesel engine exhaust at or near a warehouse complex
12 located at 5601 and 5733 San Leandro Street, Oakland, California (the Facility) where numerous indoor
13 cannabis cultivation facilities operated. The Notice alleges that Settling Defendant did not provide clear
14 and reasonable warnings to individuals at or near the Facility before exposing them to diesel engine
15 exhaust, which is known to the State of California to cause cancer. The Notice alleges that Settling
16 Defendant violated the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety
17 Code § 25249.6 et seq. (Proposition 65).

18 **1.3.** Settling Defendant is a corporation that employs ten (10) or more persons.

19 **1.4.** On September 8, 2022, Plaintiffs filed the complaint, seeking injunctive relief and civil
20 penalties. The complaint alleges Settling Defendant knowingly and intentionally caused the exposures
21 identified in the notice by leasing or otherwise providing large diesel generators to cannabis cultivators
22 at the Facility without first issuing the clear and reasonable warnings under Proposition 65.

23 **1.5.** Settling Defendant denies the material factual and legal allegations in Plaintiffs’ complaint
24 and maintains that it does not expose individuals to diesel engine exhaust in violation of Proposition 65
25 or any other law. Settling Defendant denies any liability under Proposition 65 and denies that Proposition
26 65 applies to its conduct.

27 **1.6.** Following the initiation of this action, in April 2023, the City of Oakland amended its
28 regulations to prohibit cannabis cultivators from using any internal combustion engine generators to

1 provide primary or supplemental power to a building, facility, stationary source, or stationary
2 equipment. *See* Admin. Regs. & Performance Standards for City of Oakland Cannabis Operators (April
3 28, 2023).

4 **1.7.** Plaintiffs and Settling Defendant have engaged in extensive arms’ length settlement
5 negotiations. The Parties enter this Consent Judgment as a full and final settlement of all disputed
6 claims which were or could have been raised in the complaint arising out of the facts or conduct alleged
7 therein. Execution and compliance with this Consent Judgment shall not constitute or be construed as
8 an admission by the Parties of any fact, conclusion of law, or violation of law.

9 **1.8.** Settling Defendant denies the material, factual, and legal allegations in the notice and
10 complaint and expressly denies any wrongdoing whatsoever. Nothing in this Consent Judgment is or
11 will be construed as an admission by Settling Defendant of wrongdoing of any kind. Nothing in this
12 Consent Judgment shall be construed as an admission by Settling Defendant of any fact, conclusion of
13 law, issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be
14 construed as an admission by Settling Defendant of any fact, conclusion of law, issue of law, or
15 violation of law. Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy,
16 or defense Settling Defendant may have in this or any other legal proceedings.

17 **1.9.** This Consent Judgment is the product of negotiation and compromise and is accepted by
18 the Parties solely for purposes of settling, compromising, and resolving issues disputed in this Action.

19 **2. DEFINITIONS**

20 **2.1.** “Effective Date” means the date on which the Court enters this Consent Judgment.

21 **2.2.** “Diesel Generators” means United States Environmental Protection Agency Tier 3 diesel-
22 fueled generators including but not limited to the following generators that were operated for primary or
23 supplemental power at the Facility: (1) Cummins Model C500D6RG; (2) Cummins Model C2000D6R;
24 (3) Cummins Model C1500D6RA; (4) Cummins Model C800D6RG; (5) Cummins Model C500D6RE;
25 (6) Cummins C1000DQFAD; (7) Cummins C1000D6RG; (8) Cummins C2000.

26 **2.3.** “Cultivators” means any person or entity in the business of cultivating cannabis at the
27 Facility, including but not limited to the following entities: Green Sage Management, LLC, 5601
28 SLOCA, LLC; 5733 SLOCA, LLC; 5601-A LLC; 5601-B LLC; Meadows in Bloom LLC, YCL

1 Investment Group LLC; DC Capital Holdings LLC, XYZ Connections, Inc., Magic Bowl, LLC, RNK
2 Pacific Investments, LLC, Bundle Boiz, Inc., and Dr. Toke, LLC.

3 **2.4.** The “Facility” means the properties located at 5601 and 5733 San Leandro St., Oakland,
4 California 94621.

5 **3. INJUNCTIVE RELIEF**

6 **3.1.** Settling Defendant shall not knowingly provide Diesel Generators for use as primary or
7 supplemental power to any person or entity operating a business at the Facility including but not limited
8 to the Cultivators.

9 **3.2.** The Parties recognize that various circumstances may arise that result in the use of Diesel
10 Generators provided by Settling Defendant at the Facility. If Plaintiffs become aware that a Cultivator is
11 operating a Diesel Generator provided by Settling Defendant at the Facility, Plaintiffs may provide
12 notice to Settling Defendant along with supporting evidence. Upon receipt of the notice, Settling
13 Defendant will advise the identified entity to cease use within 10 business days of receipt of the notice,
14 and attempt to retake possession within 40 days from receipt of the notice unless good cause prevents
15 them from doing so. If an individual or entity refuses to comply with Settling Defendant’s request to
16 retake possession of the Diesel Generator(s), Settling Defendant shall promptly inform Plaintiffs of the
17 individual or entity’s recalcitrance.

18 **4. PAYMENTS**

19 **4.1. Payments by Settling Defendant.** Within thirty (30) business days of the Effective
20 Date, Settling Defendant shall pay the total sum of \$210,000 as a settlement payment as further set forth
21 in this Section.

22 **4.2. Allocation of Payments.** The total settlement amount for Settling Defendant shall be
23 paid in four separate checks in the amounts specified below and delivered as set forth below. The funds
24 paid by Settling Defendant shall be allocated as set forth below between the following categories and
25 made payable as follows:

26 **4.2.1.** \$31,500 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). The
27 civil penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25%
28 to Plaintiffs and 75% to the State of California’s Office of Environmental Health Hazard Assessment).

1 The OEHHA portion of the civil penalty payment for \$23,625 shall be made payable to OEHHA and
2 associated with taxpayer identification number 68-0284486 This payment shall be delivered as follows:

3 For United States Postal Service Delivery:
4 Attn: Mike Gyurics
5 Fiscal Operations Branch Chief
6 Office of Environmental Health Hazard Assessment
7 P.O. Box 4010, MS #19B
8 Sacramento, CA 95812-4010

9 For Non-United States Postal Service Delivery:
10 Attn: Mike Gyurics
11 Fiscal Operations Branch Chief
12 Office of Environmental Health Hazard Assessment
13 1001 I Street, MS #19B
14 Sacramento, CA 95814

15 Plaintiffs’ portion of the civil penalty payment for \$7,875 shall be made payable to Lexington Law
16 Group. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,
17 CA 94117.

18 **4.2.2.** \$31,000 as an Additional Settlement Payment (“ASP”) to Plaintiffs pursuant to
19 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204 and California
20 Code of Regulations, Title 11, § 3204. Plaintiffs will use these funds to support Plaintiffs’ programs and
21 activities that seek to educate the public about the harms of diesel generators and diesel engine exhaust,
22 to work with allied organizations to reduce the use of diesel generators and exposures to diesel engine
23 exhaust and other air pollutants (for example, providing air filters to East Oakland communities
24 impacted by diesel pollution), and to thereby reduce the public health impacts and risks of exposure to
25 diesel engine exhaust and other air pollutants in East Oakland. Plaintiffs shall obtain and maintain
26 adequate records to document that ASPs are spent on these activities and Plaintiffs agree to provide such
27 documentation to the Attorney General within thirty days of any request from the Attorney General.
28 The payment pursuant to this Section shall be made payable to Lexington Law Group. This payment
shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

4.2.3. \$147,500 as a reimbursement of a portion of Plaintiff’s reasonable attorney fees
and costs. This payment shall be made payable to the Lexington Law Group and associated with

1 taxpayer identification number 94-3317175. This payment shall be delivered to Lexington Law Group,
2 503 Divisadero Street, San Francisco, CA 94117.

3 **4.2.4.** To summarize, Settling Defendant shall deliver checks made out to the payees
4 and in the amounts set forth below:

5 Payee	Type	Amount	Deliver To
6 OEHHA	Penalty	\$ 7,875	OEHHA per Section 7 4.2.1
8 Lexington Law Group	Plaintiffs' 9 Portion of Penalty, ASP, Fees and Costs	\$ 202,125	Lexington Law Group

11 **5. ENFORCEMENT OF CONSENT JUDGMENT**

12 **5.1.** Plaintiffs may, by motion or application for an order to show cause before the Superior
13 Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment. Prior
14 to bringing any motion or application to enforce the requirements of Section 3 above, Plaintiffs shall
15 meet and confer regarding the basis for Plaintiffs' anticipated motion or application in an attempt to
16 resolve it informally, including providing Settling Defendant a reasonable opportunity of at least sixty
17 (60) days to cure any alleged violation. Should such attempts at informal resolution fail, Plaintiffs may
18 file their enforcement motion or application. This Consent Judgment may only be enforced by the
19 Parties.

20 **6. MODIFICATION**

21 **6.1. Written Consent.** This Consent Judgment may be modified from time to time by
22 express written agreement of the Parties with the approval of the Court, or by an order of this Court
23 upon motion and in accordance with law.

24 **6.2. Meet and Confer.** Any Party seeking to modify this Consent Judgment shall provide
25 notice to and attempt in good faith to meet and confer with all affected Parties to this Consent Judgment
26 prior to filing a motion to modify the Consent Judgment.

1 **7. CLAIMS COVERED AND RELEASED**

2 **7.1.** Provided that Settling Defendant complies in full with its obligations under Section 4,
3 this Consent Judgment is a full, final and binding resolution between Plaintiffs, on behalf of themselves
4 and the public interest, and Settling Defendant and its parents, subsidiaries, affiliated entities that are
5 under common ownership or control, directors, officers, employees, agents, shareholders, members,
6 successors, assigns, and attorneys (“Defendant Releasees”) of any violation of Proposition 65 based on
7 failure to warn about alleged exposure to diesel engine exhaust caused by the Diesel Generators at the
8 Facility prior to the Effective Date.

9 **7.2.** Provided that Settling Defendant complies in full with its obligations under Section 4,
10 Plaintiffs, for themselves, their agents, successors and assigns, releases, waives, covenants not to sue, and
11 forever discharges any and all claims against Settling Defendant and Defendant Releasees arising from
12 any violation of Proposition 65 or any other statutory or common law claims that have been or could have
13 been asserted by Plaintiffs regarding Settling Defendant’s alleged failure to warn about exposures to diesel
14 engine exhaust caused by the Diesel Generators at the Facility prior to the Effective Date.

15 **7.3.** Compliance with the terms of this Consent Judgment by Settling Defendant and
16 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant and
17 Defendant Releasees with respect to any alleged violation of Proposition 65 based on failure to warn
18 about alleged exposure to diesel engine exhaust caused by the Diesel Generators at the Facility.

19 **8. NOTICE**

20 **8.1.** When Plaintiffs are entitled to receive any notice under this Consent Judgment, the notice
21 shall be sent by first class and electronic mail to:

22 Lucas Williams
23 Lexington Law Group
24 503 Divisadero Street
25 San Francisco, CA 94117
26 lwilliams@lexlawgroup.com

27 **8.2.** When Settling Defendant is entitled to receive any notice under this Consent Judgment,
28 the notice shall be sent by first class and electronic mail to:

Ryan S. Landis
Gordon Rees Scully Mansukhani, LLP
5 Park Plaza, Suite 1100
Irvine, CA 92614
rlandis@grsm.com

8.3. Any Party may modify the person and address to whom the notice is to be sent by sending the other Party notice by first class and electronic mail.

9. COURT APPROVAL

9.1. This Consent Judgment shall become effective upon entry by the Court. Plaintiff shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall support entry of this Consent Judgment.

9.2. If this Consent Judgment is not entered by the Court, it shall be of no force or effect and shall never be introduced into evidence or otherwise used in any proceeding for any purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

10. GOVERNING LAW AND CONSTRUCTION

10.1. The terms of this Consent Judgment shall be governed by the laws of the State of California.

11. ATTORNEYS' FEES

11.1. Should Plaintiff prevail on any motion, application for an order to show cause, or other proceeding to enforce a violation of this Consent Judgment, Plaintiff shall be entitled to its reasonable attorneys' fees and costs incurred as a result of such motion or application. Should a Settling Defendant prevail on any motion application for an order to show cause or other proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs against Plaintiff as a result of such motion or application upon a finding by the Court that Plaintiff's prosecution of the motion or application lacked substantial justification. For purposes of this Consent Judgment, the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016.010, et seq.

11.2. Except as otherwise provided in this Consent Judgment, each Party shall bear its own attorneys' fees and costs.

1 **11.3.** Nothing in this Section 11 shall preclude a Party from seeking an award of sanctions
2 pursuant to law.

3 **12. ENTIRE AGREEMENT**

4 **12.1.** This Consent Judgment contains the sole and entire agreement and understanding of the
5 Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,
6 commitments or understandings related thereto, if any, are hereby merged herein and therein. There are
7 no warranties, representations or other agreements between the Parties except as expressly set forth
8 herein. No representations, oral or otherwise, express or implied, other than those specifically referred
9 to in this Consent Judgment have been made by any Party hereto. No other agreements not specifically
10 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties
11 hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed
12 to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.
13 No supplementation, modification, waiver or termination of this Consent Judgment shall be binding
14 unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this
15 Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
16 whether or not similar, nor shall such waiver constitute a continuing waiver.

17 **13. SUCCESSORS AND ASSIGNS**

18 **13.1.** This Consent Judgment shall apply to and be binding upon Plaintiffs and Settling
19 Defendant, and their respective divisions, subdivisions and subsidiaries, and the successors or assigns of
20 any of them.

21 **14. RETENTION OF JURISDICTION**

22 **14.1.** This Court shall retain jurisdiction of this matter to implement or modify the Consent
23 Judgment.

24 **15. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

25 **15.1.** Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
26 Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the
27 Consent Judgment on behalf of the Party represented and legally to bind that Party.
28

1 **16. NO EFFECT ON OTHER SETTLEMENTS**

2 Nothing in this Consent Judgment shall preclude Plaintiffs from resolving any claim against an entity
3 other than Settling Defendant on terms that are different than those contained in this Consent Judgment.

4 **17. TERMINATION OF INJUNCTIVE RELIEF**

5 **17.1.** Commencing on the third anniversary of the date this Consent Judgment is entered by the
6 Court, and upon provision of 30 days advanced written notice to Plaintiffs and the Court, Settling
7 Defendant may terminate the injunctive relief in Section 3 of this Consent Judgment. Upon such
8 termination, the provisions of Section 7 shall no longer apply to Settling Defendant.

9
10 **IT IS SO ORDERED:**

11
12 Dated: _____, 2024 _____
13 Judge of the Superior Court

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16 **IT IS SO STIPULATED:**

17 Dated: March 27, 2024 **OAKLAND CANNERY COLLECTIVE**

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22 Alistair Monroe
23 Executive Director

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Dated: March 27, 2024

**ENVIRONMENTAL DEMOCRACY
PROJECT**



Tanya Boyce
Executive Director

Dated: March 27, 2024

CENTER FOR ENVIRONMENTAL HEALTH



Kizzy Charles-Guzman
Chief Executive Officer

Dated: _____, 2024

**UNITED RENTALS (NORTH AMERICA),
INC.**

Signature

Printed Name

Title

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Dated: _____, 2024

**ENVIRONMENTAL DEMOCRACY
PROJECT**

Tanya Boyce
Executive Director

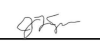
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CENTER FOR ENVIRONMENTAL HEALTH

Kizzy Charles-Guzman
Chief Executive Officer

Dated: 4/12/2024, 2024

**UNITED RENTALS (NORTH AMERICA),
INC.**

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Joli Gross

Printed Name

SVP, CLO, Corporate Secretary

Title