

RESOLUTION NO. 14-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA APPROVING EXECUTION OF SETTLEMENT AGREEMENT BETWEEN THE CITY OF PACIFICA AND ANA C. LEAÑO-WILLIAMS, ANTHONY WILLIAMS, ELEVATED MINDS, INC., AND HANNI AND RONALD GRINDROD AS TRUSTEES OF THE RONALD AND HANNI GRINDROD FAMILY TRUST

WHEREAS, on November 16, 2018, the City of Pacifica filed a lawsuit against Ana C. Leaño-Williams, Anthony Williams, Elevated Minds, Inc., as well as Hanni and Ronald Grindrod as Trustees of the Ronald and Hanni Grindrod Family Trust (collectively "Defendants") in San Mateo County Superior Court; and

WHEREAS, the City alleged in its Complaint that Ana C. Leaño-Williams, Anthony Williams, and Elevated Minds, Inc. had violated Pacifica's municipal code by operating a marijuana operation called Seaweed Holistics without obtaining a marijuana use permit, a marijuana public safety license, and an applicable business license, and by failing to pay all required taxes to the City; and

WHEREAS, Ana C. Leaño-Williams, Anthony Williams, and Elevated Minds, Inc. have agreed to pay the City \$42,000 in compensation for the City's enforcement costs and have agreed not to operate illegal marijuana operations in the future; and

WHEREAS, the Parties desire to enter into a settlement agreement to completely and finally resolve the litigation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pacifica hereby approves and authorizes the City Manager to execute the Settlement Agreement between the City of Pacifica and Ana C. Leaño-Williams, Anthony Williams, Elevated Minds, Inc., and Hanni and Ronald Grindrod as Trustees of the Ronald and Hanni Grindrod Family Trust, in substantially the form attached hereto as Exhibit A.

* * * * *

DULY AND REGULARLY ADOPTED by the City Council of the City of Pacifica this 28th day of May 2019, by the following vote:

AYES, Councilmembers: Vaterlaus, Martin, O'Neill, Bier.

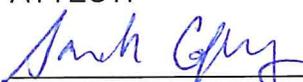
NOES, Councilmembers: None.

ABSENT, Councilmembers: Beckmeyer.

ABSTAIN, Councilmembers: None.


Sue Vaterlaus, Mayor

ATTEST:


Sarah Coffey, City Clerk

APPROVED AS TO FORM:


Michelle Kenyon, City Attorney

EXHIBIT A

Settlement Agreement between the City of Pacifica and Ana C. Leño-Williams, Anthony Williams, Elevated Minds, Inc., and Hanni and Ronald Grindrod as Trustees of the Ronald and Hanni Grindrod Family Trust

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into effective this 28th day of May, 2019, by and among Ana C. Leañó-Williams and Anthony Williams who are alleged to be doing business as Seaweed Holistics, and Elevated Minds, Inc. a California corporation (collectively, “Seaweed”), Hanni and Ronald Grindrod, as real parties in interest for the Ronald and Hanni Grindrod Family Trust (collectively “Premises Owners”) and the City of Pacifica, a municipal corporation, on its own behalf and in the name of the People of the State of California pursuant to Code of Civil Procedure section 731 (“City”), and is made with reference to the following facts:

1. RECITALS

A. Ana C. Leañó-Williams and Anthony Williams are alleged to own and operate a business in the City of Pacifica called Seaweed Holistics and are also officers of a corporation called Elevated Minds, Inc. Seaweed Holistics operates on a property located at 450 Dondee St., Suite 2, Pacifica, California, 94044, also known as Assessor’s Parcel Number 022-021-640 (the “Premises”). The Premises is owned by Ronald and Hanni Grindrod, who lease it to Seaweed. Ana C. Leañó-Williams and Anthony Williams are also corporate officers of Elevated Minds, Inc., which also operated on the Premises along with Seaweed Holistics.

B. The City has filed a Lawsuit (San Mateo County Superior Court Case No. 18-CIV-06222) against Seaweed and the Premises Owners regarding Seaweed’s operation of a Marijuana Operation (“Marijuana Operation¹”), as defined by Pacifica Municipal Code section 4-16.02(h) on the Premises. The lawsuit is entitled *People of The State of California, and City of Pacifica v. Ana C. Leañó-Williams; Anthony Williams; Elevated Minds, Inc.; Real Party in Interest Ronald Grindrod, Trustee of the Ronald and Hanni Grindrod Family Trust; Real Party in Interest Hanni Grindrod, Trustee of the Ronald and Hanni Grindrod Family Trust, and DOES 1 through 50, inclusive* (the “Action”). In the Action, the City alleges that Seaweed operated an unlawful Marijuana Operation on the Premises without proper permits or licenses. Seaweed has contested the City’s allegations contained in the Complaint.

C. After the City filed its Complaint, it noticed its intent to seek a temporary restraining order. To prevent the need to litigate the City’s request for a temporary restraining order, the City and Seaweed entered into a stipulation on November 21, 2018. A copy of this Stipulation is attached as **Exhibit A**.

D. The City, Seaweed, and Premises Owners (collectively “Parties”) all wish to avoid the burden and expense of litigating and have agreed to compromise and fully and finally settle their differences in accordance with this Agreement.

2. AGREEMENT

NOW, THEREFORE, based on and in consideration of the mutual promises and agreements contained herein and the recitals set forth above and incorporated in this Agreement,

¹ Marijuana Operation is defined in Municipal Code section 4-16.02(h) as “any commercial cannabis activity or commercial marijuana activity”

and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Seaweed's Obligations:

Seaweed agrees to the following:

1. **Code Compliance.** Seaweed agrees to comply with the Pacifica Municipal Code and to operate in compliance with applicable local and state law. Seaweed agrees that it will not conduct any Marijuana Operations in the City of Pacifica without first obtaining a Marijuana Public Safety License^[1], Marijuana Use Permit^[2], and a business license from the City of Pacifica for the sale of marijuana and cannabis products, as well as any required state license(s) or permits.
2. **Payment.** Seaweed will pay the City \$42,000 as compensation for the expenses the City has incurred to date in this enforcement action. Payment of the sum of \$10,000 shall be made to the City within 20 days of the City Council's final approval of this Agreement, which approval is estimated to be made on or about May 28, 2019. The City will promptly notify Seaweed in writing of the City Council's approval. The balance of \$32,000 shall be paid in 24 equal monthly installments commencing 45 days after the City Council's final approval of this Agreement. Should Seaweed fail to pay any installment in a timely manner, the City may after providing 20 days' notice and an opportunity to cure, enforce the payment of \$32,000, less any payments already made, in one lump sum under CCP § 664.6 by way of motion and/or hearing.
3. **Enforcement.** Should Seaweed conduct any Marijuana Operations without a Marijuana Public Safety License, Marijuana Use Permit, and a business license from the City of Pacifica for the sale of marijuana and cannabis products, the City may enforce the payment of \$32,000, less any payments already made, in one lump sum under CCP § 664.6 by way of motion and/or hearing without providing 20 days' notice and an opportunity to cure. The City may seek such relief by making an ex parte appearance after complying with the notice requirements in California Rule of Court Rule 3.1203.
4. **Jurisdiction.** Seaweed agrees that the Court should retain jurisdiction after settlement under CCP § 664.6 and will stipulate to an application to the Court to retain jurisdiction after settlement.

^[1] As used throughout this Agreement, "Marijuana Public Safety License" refers to the license discussed at PMC section 4-16.01 et seq. and any successor sections or license titles as amended by the City.

^[2] As used throughout this Agreement, "Marijuana Use Permit" refers to the permit discussed at PMC section 9-4.4804 et seq. and any successor sections or permit titles as amended by the City.

B. Premises Owners' Obligations:

1. **Code Compliance.** Premises Owners agree that they will not allow, permit, acquiesce to, or authorize any tenant to operate a Marijuana Operation on any property they own or control (individually, together, or in any other way) within the City of Pacifica unless they have first confirmed that the tenant has obtained a business license associated with the sale of marijuana products, a Marijuana Use Permit, and a Marijuana Public Safety License from the City of Pacifica, any required state license(s), and is otherwise operating in compliance with applicable local and state law. In addition, Premises Owners agree to maintain the Premises in compliance with applicable local and state law. Property Owners shall not be liable for attorneys' fees or costs in connection with this matter.

C. City's Obligations:

The City agrees to the following:

1. **Dismissal.** Upon payment of \$10,000 by Seaweed to City pursuant to Section 2.A.2, City shall promptly file a notice of settlement, submit a proposed order requesting that the court retain jurisdiction to enforce the settlement after the case is dismissed and, once an order retaining court jurisdiction is entered, dismiss the Complaint as to all parties, without prejudice. A copy of the Request for Dismissal, without prejudice, is attached hereto as **Exhibit B**. Said dismissal will not operate to prevent the City from seeking enforcement of this Agreement, including payment of any and all unpaid portion of unpaid expenses incurred by the City, as referenced in Section 2.A.2, above.
2. **Seaweed Application.** If Seaweed's application for a Marijuana Use Permit or Marijuana Public Safety License is submitted for consideration to the Planning Commission and, if appealed, to City Council, City staff will process Seaweed's application in a fair and equitable manner consistent with its ordinary course of processing Marijuana Use Permits and Marijuana Public Safety Licenses. Seaweed recognizes and agrees that the City retains full discretion and makes no guarantees or representations regarding the exercise of its police power in the processing, consideration or action with regard to any Marijuana Use Permit application or Marijuana Public Safety License. The City agrees that Seaweed's permit application cannot be denied on the grounds that Seaweed: (1) is involved in a pending litigation or code enforcement case filed by the City; (2) has been cited, fined, penalized or enjoined; or (3) owes an outstanding balance to the City, where the basis for such a finding is the existence of this lawsuit, the November 21, 2018 stipulation, or the terms of this Agreement.

D. Fees to Enforce Agreement:

In any action to enforce any term or condition of this Agreement, the prevailing party shall be entitled to its reasonable costs for collection and attorneys' fees.

E. Mutual Release of All Claims:

Except as to obligations created by this Agreement, the Parties hereby release and discharge each other and each other's respective employees, officers, directors, shareholders, partners, agents or representatives from any and all manner of actions, suits, claims, causes of action, liabilities, attorney's fees, costs, and expenses, of any nature whatsoever, fixed or contingent, which they now possess against the other arising in law or in equity, whether arising in tort, contract or quasi-contract, which have arisen based upon, as a result of, or are in any way related to the Action. The Parties acknowledge that they are familiar with the provisions of California Civil Code section 1542, which provides as follows:

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

3. CITY MAY ENFORCE MUNICIPAL CODE

The Parties agree that this Agreement, including the release in section 2.E., does not restrict the City's ability to enforce its municipal code by bringing future legal action related to conduct of any party after the effective date of this Agreement. Rather, it is a release of all existing claims the City has against Seaweed and the Premises Owners.

4. GENERAL PROVISIONS

A. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signatures transmitted by facsimile shall be valid and binding and considered original signatures for all purposes.

B. Further Assurances. In addition to the documents and instruments to be delivered as herein provided, each of the parties hereto shall, from time to time at the request of the other party, execute and deliver to the other party such other instruments and shall take such other action as may be reasonably required to more effectively carry out the terms of this Agreement.

C. Governing Law. This Agreement has been negotiated and entered into in the State of California, and shall be governed by, and construed and enforced in accordance with, the internal laws of the State of California, applied to contracts made in California by California domiciliaries to be wholly performed in California. Any action to enforce any term or condition

of this Agreement shall be brought in the Superior Court of California, San Mateo County, which shall hear or determine any such dispute.

D. Benefit and Burden. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permissible assigns.

E. Waiver and Amendment. No breach of any provision of this Agreement may be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by all of the parties in interest at the time of the modification.

F. Captions and Interpretations. Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. This Agreement shall be deemed to have been drafted by legal counsel for all of the parties to this Agreement. No provision in this Agreement is to be interpreted for or against any party because that party or his legal representative drafted such provision.

G. Singular and Plural. Whenever the singular number is used herein and when required by the context, the same shall include the plural.

H. Integration. This Agreement sets forth the entire agreement between the parties with regard to the specific subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the specific subject matter hereof are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party with respect to the specific subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded by this Agreement. This is a fully integrated agreement.

I. Voluntary Agreement. The parties hereto, and each of them, further represent and declare that they have carefully read this Agreement, know and understand the contents of this Agreement, and that each and every party hereto signs this Agreement freely, voluntarily, without fraud, duress, or undue influence and with a complete and full understanding of its terms.

J. Public Information. This Agreement is a public record under the California Public Records Act (Gov. Code § 6250 et. seq.). The City thus reserves the right to provide this Agreement to members of the public. Any financial information provided as a part of the settlement negotiations shall be held confidential.

K. Legal Advice. The Parties have received or have had the opportunity to receive independent legal advice with respect to the advisability of entering into this Agreement.

L. No Modification. This Agreement can be amended, modified or terminated only by a writing executed by each of the parties and no future representations, promises or conditions not set forth herein in connection with the subject matter of this Agreement shall be binding upon any party to this Agreement unless made in writing and signed by each party.

M. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portion of the Agreement shall continue to be valid and will be performed, construed, and fully enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be deemed amended and limited in accordance with the intention of the parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

N. Notice. Where notice is required to be given under the terms of this Agreement, or communication is otherwise necessary to effectuate the terms of this Agreement, such notice or communication shall be given in writing, by fax and/or U.S. Mail, as set forth below. All notices so sent shall be deemed to have been delivered, effective, made or communicated, as the case may be, (i) at the time that the notice and the required copies, if any, shall have been personally delivered, or faxed, (ii) three days after the notice and required copies, if any, have been deposited, properly addressed as provided above, first class postage in the United States mail, (iii) the day following the date the notice and required copies, if any, have been delivered to an express carrier (such as Federal Express) or sent by Express Next Day Delivery through the United States mail; or (iv) the day following the date the notice and required copies, if any, have been delivered by facsimile as confirmed by sender's receipt of a facsimile transmission confirmation.

City of Pacifica:

Kevin Woodhouse
City Manager, City of Pacifica
170 Santa Maria Ave
Pacifica, CA 94044

With copies to:

Michelle Marchetta Kenyon, Esq.
Burke, Williams & Sorensen, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612
Tel: (510) 273-8780
Fax: (510) 839-9104

Seaweed:

Ana C. Leño-Williams
450 Dondee St #2,
Pacifica, CA 94044
Tel: (650) 735-5503

With copies to:

Stephen Tigerman, Esq.
Harowitz & Tigerman, LLP
80 Eureka Square, Suite 212
Pacifica, CA 94044
Tel: (415) 788-1588
Fax: (415) 788-1598

Premises Owners:

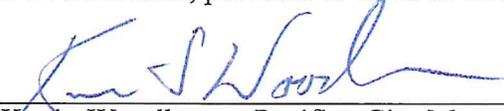
Hanni and Ronald Grindrod
885 Calera Terrace,
Pacifica, CA 94044-3205
Tel: (650) 735-5539

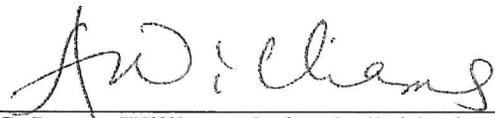
With copies to:

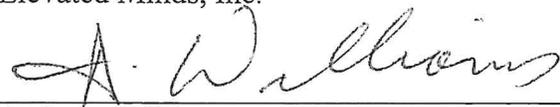
Stephen Tigerman, Esq.
Harowitz & Tigerman, LLP
80 Eureka Square, Suite 212
Pacifica, CA 94044
Tel: (415) 788-1588
Fax: (415) 788-1598

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

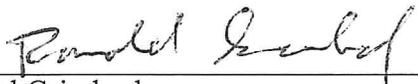
The City of Pacifica, a municipal corporation, on its own behalf and in the name of the People of the State of California, pursuant to Code of Civil Procedure section 731:

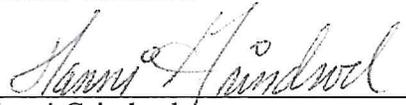
By: 
Kevin Woodhouse, Pacifica City Manager

Seaweed:
By: 
Ana C. Leño Williams, in her individual capacity, and as Chief Executive Officer of Elevated Minds, Inc.

By: 
Anthony Williams

Premises Owners:

By: 
Ronald Grindrod

By: 
Hanni Grindrod

ATTEST:

By: 
Sarah Coffey, Pacifica City Clerk

APPROVED AS TO FORM:

By: 
For Michelle Marchetta Kenyon, City Attorney
City Attorney, City of Pacifica

EXHIBIT A

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Michelle Marchetta Kenyon (SBN 127969)
E-mail: mkenyon@bwslaw.com;
Maxwell Blum (SBN 299336)
E-mail: mblum@bwslaw.com
BURKE, WILLIAMS & SORENSEN, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612-3501
Tel: 510.273.8780 Fax: 510.839.9104

FILING FEE EXEMPT PURSUANT TO
GOVERNMENT CODE § 6103

Attorneys for Plaintiffs
People of the State of California, and City of
Pacifica

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

PEOPLE OF THE STATE OF
CALIFORNIA, AND CITY OF
PACIFICA,

Plaintiffs,

v.

ANA C. LEAÑO-WILLIAMS; ANTHONY
WILLIAMS; ELEVATED MINDS, INC.;
REAL PARTY IN INTEREST RONALD
GRINDROD, TRUSTEE OF THE
RONALD AND HANNI GRINDROD
FAMILY TRUST; REAL PARTY IN
INTEREST HANNI GRINDROD,
TRUSTEE OF THE RONALD AND
HANNI GRINDROD FAMILY TRUST;
and

DOES 1 through 50, inclusive,

Defendants.

Case No. 18-CIV-06222

**STIPULATION TO CEASE
OPERATIONS AND STOP
UNAUTHORIZED COMMERCIAL
MARIJUANA AND CANNABIS
ACTIVITY IN PACIFICA**

Date:
Time:
Dept.
Judge:

Action Filed: November 16, 2018

Trial Date: None

Whereas, the City of Pacifica ("City") filed a complaint in this action on November 16, 2018, alleging that Defendants Ana C. Leño-Williams, Anthony Williams, and Elevated Minds, Inc. (collectively the "Operation") were operating a "Marijuana Operation" (as that term is defined in Pacifica's municipal code) at 450 Dondee St., Suite 2, Pacifica, California, 94044, also

STIPULATION AND ORDER TO CEASE OPERATIONS, VACATE THE PROPERTY, AND STOP
UNAUTHORIZED COMMERCIAL MARIJUANA AND CANNABIS ACTIVITY IN PACIFICA

1 known as San Mateo County Assessor's Parcel Number 022-021-640 (the "Property") without a
2 Marijuana Public Safety License, Marijuana Use Permit, or appropriate Business License in
3 violation of Pacifica's Municipal Code (the City and the Operation may hereinafter be referred to
4 collectively as the "Parties");

5 Whereas, the Property is currently occupied by the Operation and its employees, agents
6 and persons acting with it;

7 Whereas, the City provided notice to the Operation that it intended to seek a temporary
8 restraining order to stop the Operation from conducting commercial cannabis activity at the
9 Property because of the urgent need to enforce Pacifica's Municipal Code;

10 Whereas, the Parties now seek to reach a stipulation in this case that would avoid
11 litigation over the City's application for a temporary restraining order while ensuring that the
12 Operation promptly comes into compliance with Pacifica's Municipal Code;

13 Now, therefore the Parties do hereby stipulate as follows:

- 14 1. The Operation and all its employees, agents and persons acting with them, or on its behalf,
15 shall cease any and all commercial cannabis activity at the Property, or at any other
16 location in the City and shall cease dispensing, selling, trading distributing, or otherwise
17 providing cannabis, or any cannabis products on and/or from the Property, or at any
18 location in the City by Sunday, November 25, 2018 at 5:00 p.m.. To avoid any ambiguity,
19 the Operation and all its employees, agents and persons acting with them, or on its behalf
20 also agree that it shall not dispense, sell, trade, distribute, or otherwise provide marijuana,
21 or any marijuana products on and/or from the Property after Sunday, November 25, 2018
22 at 5:00 p.m.
- 23 2. The Operation, and its employees, agents and persons acting with it or on its behalf will
24 remove all marijuana and cannabis and all marijuana and cannabis products from the
25 Property by Monday, November 26, 2018 at 9:00 a.m.
- 26 3. The Operation, and its employees, agents and persons acting with it, or on its behalf, will
27 not conduct any Marijuana Operations in the City of Pacifica without first obtaining a
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Marijuana Public Safety License, Marijuana Use Permit, and an appropriate business license from the City of Pacifica.

- 4. The Parties agree that, commencing on November 26, 2018 at 10:00 a.m., the City and its personnel, including the Police Department, the Code Enforcement Division, and other applicable government agencies and departments, have the right to inspect the Property to ensure compliance with this agreement without prior warning or first obtaining an inspection warrant.
- 5. Except as otherwise set forth in this Stipulation, the Parties agree that all other matters pertaining to the Property, including, without limitation, the alleged Code Violations and the City’s demand for compensation for outstanding taxes, and its attorney’s fees and costs, shall be resolved first through mediation by the Parties, and if mediation is unsuccessful, then continued litigation between the Parties. The Parties agree that they shall not object to the Property Owners’ (Ronald and Hanni Grindrod, as trustees) participation in the mediation, if the Property Owners so desire.
- 6. The Parties are entering into this stipulation in lieu of the City proceeding immediately with its application for a temporary restraining order. By entering into this stipulation, the City does not waive any of its rights or remedies in the ongoing litigation, including its right to recover attorney’s fees as permitted by law.
- 7. The Parties agree that this stipulation is not a settlement of the City’s claims.
- 8. If the City determines, in its sole discretion, that the Operation is not abiding by the terms of this stipulation, the City may immediately pursue a temporary restraining order (“TRO”) after 5:00 p.m., November 26, 2018, upon notice as stated in California Rule of Court 3.1203 (“a party seeking an ex parte order must notify all Parties no later than 10:00 a.m. the court day before the ex parte appearance, absent a showing of exceptional circumstances that justify a shorter time for notice.”). Notwithstanding the above, the City reserves its rights to appropriately respond to any new facts that develop before November 26, 2018 at 5 p.m.
- 9. This Stipulation shall not be filed with the Court if the Operation timely and fully

1 complies with the requirements and conditions set forth above in Paragraphs 1 through 4.
2 If the Operation, or any of its employees, agents and persons acting with it, or on its
3 behalf, should fail to fully or timely comply with the requirements and conditions set
4 forth in this Stipulation, the City shall be entitled to a TRO enforcing Paragraphs 1
5 through 4 of this Stipulation and authorizing the City and its personnel, including but not
6 limited to the Pacifica Police Department, and Code Enforcement Division, to enforce
7 Paragraphs 1 through 4 through the following means: use of reasonable force, including
8 forcible entry, disposing of personal property found inside without compensation, notice,
9 or hearing, and locking up the Property. The City may apply for this TRO by *ex parte*
10 application and its application need only be supported by a declaration stating that the
11 Operation has breached the terms or conditions as required by this Stipulation. The
12 Parties agree that if violations of this Stipulation are supported by a declaration, that
13 constitutes grounds for issuance of a TRO.

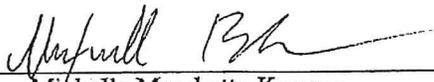
14 10. The Operation agrees that, to the fullest extent permitted by law, it shall indemnify and
15 hold harmless the City from and against any claims, damages, losses and expenses,
16 including but not limited to attorney's fees, arising out of any enforcement actions taken
17 by the City as contemplated in Paragraph 9, regardless of whether or not such claim,
18 damage, loss or expense is caused in part by a party indemnified hereunder.

19 11. For purposes of the Agreement, "cannabis" shall have the meaning in section 26001(f) of
20 the California Business and Professions Code.

21 **IT IS SO STIPULATED AND AGREED**

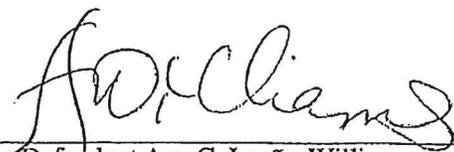
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23 Dated: November 21, 2018

BURKE, WILLIAMS & SORENSEN, LLP

24 By: 
25 Michelle Marchetta Kenyon
26 Maxwell A. Blum
27 Attorneys for Plaintiff City of Pacifica

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Dated: November 21, 2018

By: 
Defendant Ana C. Leño-Williams
Individually, as CEO of Elevated Minds, Inc.
and as the owner of Seaweed Holistics

Dated: November 21, 2018

By: _____
Traci Belmore
Attorney for Defendants Leño-Williams and
Williams

Dated: November 21, 2018

By: _____
Anthony Williams
Defendant

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Dated: November 21, 2018

By: _____
Defendant Ana C. Leño-Williams
Individually, as CEO of Elevated Minds, Inc.
and as the owner of Seaweed Holistics

Dated: November 21, 2018

By: _____
Traci Belmore
Attorney for Defendants Leño-Williams and
Williams

Dated: November 21, 2018

By:  _____
Anthony Williams
Defendant

EXHIBIT B

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michelle Marchetta Kenyon (SBN 127696) Maxwell A. Blum (SBN 299336) Burke Williams & Sorensen 1901 Harrison Street, Suite 900 Oakland, CA 94612 TELEPHONE NO.: 510-273-8780 FAX NO. (Optional): 510-839-9104 E-MAIL ADDRESS (Optional): mkenyon@bwsllaw.com; mblum@bwsllaw.com ATTORNEY FOR (Name): People of the State of California; City of Pacifica	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo STREET ADDRESS: 400 County Center MAILING ADDRESS: 400 County Center CITY AND ZIP CODE: Redwood City 94063 BRANCH NAME: Hall of Justice / Southern Branch	
PLAINTIFF/PETITIONER: People of the State of California and City of Pacifica DEFENDANT/RESPONDENT: Ana C. Leaño-Williams, et al.	
REQUEST FOR DISMISSAL	CASE NUMBER: 18CIV06222
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.	
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)	

1. TO THE CLERK: Please dismiss this action as follows:
- a. (1) With prejudice (2) Without prejudice
 - b. (1) Complaint (2) Petition
 - (3) Cross-complaint filed by (name): _____ on (date): _____
 - (4) Cross-complaint filed by (name): _____ on (date): _____
 - (5) Entire action of all parties and all causes of action
 - (6) Other (specify):*
2. (Complete in all cases except family law cases.)
 The court did did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: _____

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

(SIGNATURE)

 Attorney or party without attorney for:
 Plaintiff/Petitioner Defendant/Respondent
 Cross-Complainant

TO THE CLERK: Consent to the above dismissal is hereby given.**
 Date: _____

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(SIGNATURE)

 Attorney or party without attorney for:
 Plaintiff/Petitioner Defendant/Respondent
 Cross-Complainant

(To be completed by clerk)

- 4. Dismissal entered as requested on (date): _____
- 5. Dismissal entered on (date): _____ as to only (name): _____
- 6. Dismissal not entered as requested for the following reasons (specify): _____
- 7. a. Attorney or party without attorney notified on (date): _____
- b. Attorney or party without attorney not notified. Filing party failed to provide
 a copy to be conformed means to return conformed copy

Date: _____ Clerk, by _____, Deputy

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*:
 - a. not recovering anything of value by this action.
 - b. recovering less than \$10,000 in value by this action.
 - c. recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. All court fees and court costs that were waived in this action have been paid to the court *(check one)*: Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

(TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)

(SIGNATURE)