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CLERK OF THE COURT
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Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

CGC - 20 - 584630

11 RENA WYMAN,
12 Plaintiff,
13 v.
14 HIGH TIMES PRODUCTIONS, INC.,
15 Defendant.

Case No.
COMPLAINT
JURY TRIAL DEMANDED

1 Plaintiff RENA WYMAN hereby complaints against defendant HIGH TIMES
2 PRODUCTIONS, INC. as follows:

3 **INTRODUCTION**

4 1. This breach of contract action seeks to enforce the terms of a Settlement
5 Agreement entered into by Plaintiff RENA WYMAN (“Ms. Wyman” or “Plaintiff”) and
6 HIGH TIMES PRODUCTIONS, INC. (“High Times”) on September 30, 2019.

7 2. The parties’ Settlement Agreement arose from a lawsuit that Ms. Wyman
8 filed against High Times in the United States District Court for the Eastern District of
9 California for damages and prospective relief under the Americans with Disabilities Act,
10 42 U.S.C. §§ 12101, *et seq.*, Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, the
11 California Unruh Civil Rights Act, Cal. Civ. Code §§ 51 & 52, the California Disabled
12 Persons Act, Cal. Civ. Code §§ 54-54.3, and under a common law cause of action for
13 negligence under federal and state disability rights law. *See Wyman v. High Times*
14 *Productions, Inc. et al.*, Case No. 18-cv-02621-TLN-EFB (E.D. Cal.).

15 3. The terms of the Settlement Agreement require High Times to provide
16 \$40,000 in cash and \$10,000 worth of stock to Ms. Wyman, and \$45,000 in cash to
17 Ms. Wyman’s counsel. The Settlement Agreement further requires High Times to make
18 changes to its policies, practices, and procedures to make its events more accessible for
19 individuals with disabilities.

20 4. High Times has failed to make any of the payments it owes under the terms
21 of the Settlement Agreement. High Times has also failed to comply with other provisions
22 of the Settlement Agreement, such as hiring an outside accessibility consultant.

23 5. High Times’s acts and omissions constitute a breach of contract and have
24 resulted in harm to Ms. Wyman, including in monetary damages in the principle amount of
25 at least \$95,000.

26 **JURISDICTION AND VENUE**

27 6. This Court has original subject matter jurisdiction over this action pursuant
28 to Article VI, section 10 of the California Constitution.

1 expositions, competitions, instructional seminars, and product showcases. High Times
2 hosts numerous Cannabis Cup festivals and other events each year, many of which occur
3 in California, including in San Francisco.

4 **FACTUAL ALLEGATIONS**

5 11. Ms. Wyman is an avid eventgoer who lives in California. Due to a
6 neurological disorder, Ms. Wyman has a physical disability and uses a wheelchair. Ms.
7 Wyman qualifies for and relies on SSI disability benefits for her income.

8 12. On May 4 and 5, 2018, Ms. Wyman attended the 2018 Central Valley
9 Cannabis Cup, which was organized and hosted by High Times at the Cal Expo
10 Fairgrounds in Sacramento, California. At the event, Ms. Wyman experienced numerous
11 accessibility barriers, including a lack of wheelchair accessible paths of travel, restrooms,
12 viewing areas, vendor booths, and activities. The crowds were so large that Ms. Wyman
13 could not see the stage, and numerous eventgoers climbed over the wheels of Ms.
14 Wyman's wheelchair, making her feel unsafe. The large crowds also obstructed her path
15 of travel and made it difficult for Ms. Wyman to navigate her wheelchair to a less
16 crowded, safer area. During the concert on the last day of the event, one attendee fell on
17 Ms. Wyman and injured Ms. Wyman's wrist. Immediately thereafter, and before the
18 music performances ended, Ms. Wyman sought medical attention at a first aid station
19 provided at the event by American Medical Response.

20 13. On June 2 and 3, 2018, Ms. Wyman attended another High Times event—
21 the 2018 NorCal Cannabis Cup, at the Sonoma County Fairgrounds in Santa Rosa,
22 California. Ms. Wyman experienced many of the same accessibility barriers at this event
23 as she had at the 2018 Central Valley Cannabis Cup.

24 14. Prior to each of these events, Ms. Wyman attempted to contact High Times
25 several times to obtain information about the accessibility of the events. High Times never
26 provided a substantive response to her inquiries. Nor did High Times respond to Ms.
27 Wyman's attempts after the events to address her concerns informally, absent litigation.

28 15. On September 24, 2018, Ms. Wyman filed a complaint against High Times

1 and the California Exposition and State Fair (“Cal Expo”) in the United States District
2 Court for the Eastern District of California for damages and prospective relief under the
3 Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, Section 504 of the
4 Rehabilitation Act, 29 U.S.C. § 794, the California Unruh Civil Rights Act, Cal. Civ. Code
5 §§ 51 & 52, the California Disabled Persons Act, Cal. Civ. Code §§ 54-54.3, and under a
6 common law cause of action for negligence under federal and state disability rights law.
7 *See Wyman v. High Times Productions, Inc. et al.*, Case No. 18-cv-02621-TLN-EFB (E.D.
8 Cal.).

9 16. On May 30, 2019, after Ms. Wyman filed a Motion for Preliminary
10 Injunction, High Times and Cal Expo participated in an all-day settlement conference with
11 Ms. Wyman in San Francisco, California. The negotiations were successful and the parties
12 reached general agreement on the terms of a global settlement.

13 17. The parties entered into a finalized Settlement Agreement on September 30,
14 2019. Adam Levin, the Executive Chairman of High Times, participated in the parties’
15 negotiations and drafting of the Settlement Agreement, and signed the Settlement
16 Agreement on behalf of High Times.

17 18. The Settlement Agreement requires High Times to provide \$40,000 in cash
18 and \$10,000 worth of stock to Ms. Wyman, and \$45,000 in cash to Ms. Wyman’s counsel
19 within 30 days of the Settlement Agreement (i.e., by October 25, 2019). High Times is
20 required to deliver the payments to Plaintiffs’ counsel in San Francisco, California. The
21 Settlement Agreement further requires High Times to make changes to its policies,
22 practices, and procedures to make its events more accessible for individuals with
23 disabilities.

24 19. Although High Times’s stock was not yet listed on a public exchange at the
25 time of the Settlement Agreement, Mr. Levin represented during the parties’ negotiations
26 that it soon would be. Ms. Wyman relied on this representation when she agreed to the
27 Settlement’s terms.

28 20. The Settlement Agreement further required Ms. Wyman to dismiss her

1 claims against High Times and Cal Expo in the underlying lawsuit, with prejudice. Ms.
2 Wyman fulfilled this obligation when, on September 30, 2019, the court in the underlying
3 action granted the parties' stipulated request to dismiss the case. *See Wyman v. High*
4 *Times Productions, Inc. et al.*, Case No. 18-cv-02621-TLN-EFB (E.D. Cal.), Dkt. 37. The
5 court retained jurisdiction over the case with respect to High Times to enforce the terms of
6 the Settlement Agreement. *Id.* A copy of the Settlement Agreement between Ms. Wyman
7 and High Times is attached hereto as **Exhibit 1**.

8 21. In reliance on the terms of the Settlement Agreement, Ms. Wyman retained a
9 Special Needs Trust attorney in September 2019 to create a Special Needs Trust for the
10 Settlement monies she anticipated receiving from High Times. The attorneys' fees for the
11 work performed amounted to approximately \$1,000.

12 22. High Times failed to make the payments required under the Settlement
13 Agreement—\$40,000 in cash and \$10,000 worth of stock to Ms. Wyman, and \$45,000 in
14 cash to Ms. Wyman's counsel—by the October 25, 2019 deadline.

15 23. Ms. Wyman, through her counsel, repeatedly requested of High Times that it
16 pay Ms. Wyman as required under the terms of the Settlement Agreement, and in that vein
17 repeatedly reached out to counsel for High Times via phone and email.

18 24. High Times requested, and Ms. Wyman granted, an extension to make the
19 payments until November 8, 2019. High Times subsequently requested another extension,
20 until November 13, 2019, which Ms. Wyman also granted.

21 25. High Times failed to pay Ms. Wyman any of the payments owed under the
22 terms of the Settlement Agreement by November 13, 2019. High Times has not issued any
23 amount of stock to Ms. Wyman.

24 26. On November 14, 2019, Ms. Wyman filed a Motion to Enforce Settlement
25 Agreement in the underlying case, requesting that the court issue a Judgment against High
26 Times in the principle amount of \$95,000 (\$40,000 in cash and \$10,000 worth of stock to
27 Ms. Wyman, and \$45,000 in cash to Ms. Wyman's counsel). *See Wyman v. High Times*
28 *Productions, Inc. et al.*, Case No. 18-cv-02621-TLN-EFB (E.D. Cal.), Dkt. 38.

1 pay Ms. Wyman as required under the terms of the Settlement Agreement, and in that vein
2 repeatedly reached out to counsel for High Times via phone and email and moved the
3 court in the underlying action for a Judgment in the principle amount of \$95,000. Ms.
4 Wyman granted High Times's requests for extensions to make the payments as set forth
5 above, and High Times ultimately represented to the court in the underlying action that it
6 would comply with the terms of the Settlement Agreement no later than January 15, 2020.
7 However, High Times has intentionally, deliberately, and willfully refused and withheld all
8 payment owed to Ms. Wyman and has not complied with the vast majority of the other
9 requirements under the Settlement Agreement, such as hiring an accessibility consultant.

10 36. Ms. Wyman has performed all duties and obligations required of her by the
11 Settlement Agreement.

12 37. As a result of High Times's breach, Ms. Wyman has been damaged in the
13 principal amount of at least \$95,000, plus interest.

14 **SECOND CLAIM FOR RELIEF**
15 **(Fraud)**

16 38. Plaintiff re-alleges and incorporates by reference herein all allegations
17 previously made in Paragraphs 1 through 37, above.

18 39. At the time Ms. Wyman entered into the September 30, 2019 Settlement
19 Agreement with High Times, High Times represented to Ms. Wyman that it intended to
20 and would pay \$40,000 in cash and \$10,000 worth of stock to Ms. Wyman, and \$45,000 in
21 cash to Ms. Wyman's counsel by the October 25, 2019 deadline. High Times further
22 represented to Ms. Wyman that it intended to and would perform the tasks required under
23 the settlement to improve access at its events. After High Times failed to fulfill these
24 obligations and after Ms. Wyman filed a Motion to Enforce Settlement Agreement as set
25 forth above, High Times represented to the court in the underlying action that it would
26 comply with the terms of the Settlement Agreement no later than January 15, 2020

27 40. These representations were made to Ms. Wyman by Adam Levin in his
28 capacity as Executive Chairman of High Times. These representations were made verbally

1 and in writing, and are documented in the Settlement Agreement between Ms. Wyman and
2 High Times.

3 41. Ms. Wyman is informed and believes and on that basis alleges that High
4 Times's representations were false at the time they were made. Since October 25, 2019
5 (the payment deadline under the Settlement Agreement), High Times has made none of the
6 payments it owes. Ms. Wyman is informed and believes and on that basis alleges that
7 High Times also has failed to comply with the vast majority of the other requirements in
8 the Settlement Agreement.

9 42. Ms. Wyman is informed and believes and on that basis alleges that when Mr.
10 Levin made these representations, he knew them to be false and made them with the
11 intention to defraud Ms. Wyman and to induce Ms. Wyman to act in reliance on them or
12 with the expectation that Ms. Wyman would so act.

13 43. Ms. Wyman, at the time these representations were made by Mr. Levin, was
14 ignorant of the falsity of the representations and believed them to be true. In reliance on
15 these representations, Ms. Wyman was induced to and did agree to dismiss her complaint
16 against High Times with prejudice. Had Ms. Wyman known that High Times intended to
17 defraud her, she would not have acted as she did.

18 44. Ms. Wyman's reliance on High Times's representations was justified
19 because High Times's obligations and representations were reduced to writing in the
20 parties' Settlement Agreement and filed in federal court.

21 45. As a proximate result of High Times's fraudulent conduct, Ms. Wyman was
22 induced to act as described above, by reason of which Ms. Wyman has been damaged in
23 the principal amount of at least \$95,000, plus interest.

24 46. The aforementioned conduct of High Times constituted intentional
25 misrepresentation, deceit, or concealment of a material fact known to High Times with the
26 intention on the part of it of thereby depriving Ms. Wyman of property or otherwise
27 causing injury, and was despicable conduct that subjected Ms. Wyman to a cruel and
28 unjust hardship in conscious disregard of her rights, so as to justify an award of exemplary

1 and punitive damages.

2 **THIRD CLAIM FOR RELIEF**

3 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

4 47. Plaintiff re-alleges and incorporates by reference herein all allegations
5 previously made in Paragraphs 1 through 46, above.

6 48. Ms. Wyman and High Times entered into a valid and enforceable Settlement
7 Agreement to address the issues raised in Ms. Wyman's lawsuit against High Times.

8 49. Ms. Wyman fully performed under the contract and did everything she was
9 required to do under the terms of the Settlement Agreement.

10 50. Under the terms of the Settlement Agreement, all the conditions required for
11 High Times's performance occurred (i.e., High Times was required to pay Ms. Wyman,
12 hire an access consultant, etc.). Further, High Times repeatedly made knowingly false
13 statements to Ms. Wyman to the effect that Ms. Wyman would be paid, with the express
14 intention by High Times of inducing Ms. Wyman to continue to abide by the terms of the
15 Settlement Agreement, although at no time did High Times intend to pay Ms. Wyman.

16 51. High Times's conduct, including but not limited to its knowingly false
17 statements that Ms. Wyman would be paid, unfairly interfered with Ms. Wyman's rights to
18 receive the benefits of the Settlement Agreement, which was a substantial factor in causing
19 severe harm to Ms. Wyman in the principal amount of at least \$95,000, plus interest.

20 **PRAYER FOR RELIEF**

21 WHEREFORE Plaintiff RENA WYMAN prays for judgment against HIGH
22 TIMES PRODUCTIONS, INC. as follows:

23 52. For general damages according to proof, but no less than \$95,000;

24 53. For interest on all payments owed Ms. Wyman;

25 54. For specific performance of the injunctive terms of Settlement Agreement;

26 55. For punitive damages in an amount appropriate to punish defendant and
27 deter others from engaging in similar misconduct; and

28 56. For any such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL


Plaintiff hereby demands a trial by jury

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DATED: May 29, 2020

Respectfully submitted,

ROSEN BIEN GALVAN & GRUNFELD LLP

By: 
Ernest Galvan
Cara E. Trapani

Attorneys for Plaintiff RENA WYMAN

Exhibit 1

1 ERNEST GALVAN – 196065
CARA E. TRAPANI – 313411
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4 Facsimile: (415) 433-7104
Email: egalvan@rbgg.com
5 ctrapani@rbgg.com

6 Attorneys for Plaintiff RENA WYMAN

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UNITED STATES DISTRICT COURT

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EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

10

11 RENA WYMAN,

12 Plaintiff,

13 v.

14 HIGH TIMES PRODUCTIONS, INC., and
15 CALIFORNIA EXPOSITION AND
STATE FAIR,

16 Defendants.

Case No. 18-CV-02621-TLN-EFB

**NOTICE OF SETTLEMENT AND
STIPULATION OF DISMISSAL OF
CASE**

Judge: Hon. Troy L. Nunley

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1 WHEREAS, Plaintiff Rena Wyman, represented by Rosen Bien Galvan & Grunfeld
2 LLP, filed a lawsuit styled *Wyman v. High Times Productions, Inc. and California*
3 *Exposition and State Fair*, Case No. 2:18-cv-02621-TLN-EFB, in the United States
4 District Court for the Eastern District of California on September 24, 2018 (the
5 “Lawsuit”).

6 WHEREAS, on September 25, 2019, Plaintiff and Defendant High Times
7 Productions, Inc. (“High Times”) entered into a settlement of Plaintiff’s claims against
8 High Times, which is attached hereto as **Exhibit A** (the “High Times Settlement
9 Agreement”).

10 WHEREAS, on September 25, 2019, Plaintiff and Defendant California Exposition
11 and State Fair (“Cal Expo”) entered into a settlement of Plaintiff’s claims against Cal
12 Expo, which is attached hereto as **Exhibit B** (the “Cal Expo Settlement Agreement”).

13 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the
14 parties hereto, through their undersigned counsel, contingent on this Court retaining
15 jurisdiction as set forth below, as follows:

16 1. All of Plaintiff’s claims against Defendants in the Lawsuit are hereby
17 dismissed, with prejudice.

18 2. The parties respectfully request that the United States District Court for the
19 Eastern District of California, Judge Troy L. Nunley, retain jurisdiction over this case with
20 respect to Defendant High Times to enforce the terms of the High Times Settlement
21 Agreement. Should Judge Nunley become unavailable, the parties shall request that
22 another judge or magistrate judge be assigned authority over this matter.

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1 3. Defendant Cal Expo is hereby dismissed from this case. The Court shall not
2 retain jurisdiction over Cal Expo for any purpose.

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IT IS SO STIPULATED.

DATED: September 30, 2019

Respectfully submitted,

ROSEN BIEN GALVAN & GRUNFELD LLP

By: /s/ Cara E. Trapani
Cara E. Trapani

Attorneys for Plaintiff RENA WYMAN

DATED: September 30, 2019

SAMINI COHEN SPANOS LLP

By: /s/ Theodore G. Spanos
Theodore G. Spanos

Attorneys for Defendants
HIGH TIMES PRODUCTIONS, INC. and
CALIFORNIA EXPOSITION AND STATE FAIR

Exhibit A

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) concerns Rena Wyman (“Ms. Wyman” or “Plaintiff”) and High Times Productions, Inc. (“High Times”) and California Exposition and State Fair (“Cal Expo” and collectively, “Defendants”). Ms. Wyman, High Times, and Cal Expo are hereafter referred to jointly as the “Parties.” This Agreement sets forth the terms and conditions of an agreement to settle Ms. Wyman’s claims against High Times in *Wyman v. High Times Productions, Inc. and California Exposition and State Fair*, Case No. 2:18-cv-02621-TLN-EFB (E.D. Cal.) (the “Action”). This Agreement is legally binding and enforceable as a contract formed under California law.

RECITALS

WHEREAS, on September 24, 2018, Ms. Wyman, through her attorneys, filed a lawsuit against Defendants concerning disability access at a Cannabis Cup festival that High Times hosted at the Cal Expo Fairgrounds on May 4 and 5, 2018, and future High Times and Cal Expo Events. Ms. Wyman sought damages and prospective relief under the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12101, *et seq.*, Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, the California Unruh Civil Rights Act, Cal. Civ. Code §§ 51 & 52, the California Disabled Persons Act, Cal. Civ. Code §§ 54-54.3; and under a common law cause of action for negligence under federal and state disability rights law.

WHEREAS, the Parties engaged in good faith negotiation regarding changes to High Times’ and Cal Expo’s practices, policies, and procedures to improve disability access and ensure that individuals with disabilities realize their right to live in the world on equal footing. During this process, High Times and Cal Expo emphasized their commitment to ensuring that Ms. Wyman and other disabled Patrons receive full and equal access to High Times and Cal Expo Events.

WHEREAS, by this Agreement, the Parties intend to settle and fully dispose of all of Ms. Wyman's claims and causes of action raised against High Times in Ms. Wyman's Action. The Parties believe this Agreement is fair, reasonable, and adequate to protect the interests of all Parties.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, and the following terms and conditions, and for good and valuable consideration, the receipt of which is hereby expressly acknowledged by each of the Parties, the Parties covenant and agree as follows:

DEFINITIONS

"Cal Expo Event" means any event that takes place at Cal Expo's event complex in Sacramento, California (the "Cal Expo Fairgrounds") including those sponsored and/or hosted by High Times.

"Effective Date" is the date on which this Agreement is fully executed by all the Parties.

"Event Space" means the physical location where the event takes place.

"Patron" means an individual who has attended, will attend, and/or wants to attend any event.

"High Times Event" means any event hosted, organized, and/or sponsored by High Times, or any subsidiary thereof.

"Mobility Disability" means an impairment that affects an individual's ability to move physically and which substantially limits the individual's ability to perform one or more major life activities, including but not limited to standing, lifting, stooping, and/or ambulating.

"Plaintiff's" or "Ms. Wyman's Counsel" means the law firm Rosen Bien Galvan & Grunfeld, LLP.

1. Dismissal of Cal Expo with Prejudice

Plaintiff and Cal Expo are simultaneously negotiating a separate agreement to settle and fully dispose of all of Ms. Wyman's claims and causes of action against Cal Expo raised in Ms. Wyman's Action. Once that agreement is finalized, the Parties agree that Cal Expo shall be dismissed with prejudice from the Action.

2. Agreed Upon Modifications to Policies, Practices, and Procedures of High Times

High Times agrees to implement the following measures within a reasonable time from the Effective Date, with the Parties' mutual goal of ensuring that High Times Events are compliant with the ADA.

a. Enhanced Channels of Communication

High Times agrees to provide detailed information on its website regarding disability access at High Times Events. High Times agrees to provide a phone number and email address online for Patrons to contact High Times to address questions and requests related to disability access at High Times Events. High Times agrees to implement internal practices, policies, and procedures necessary to ensure that Patrons who contact High Times regarding disability access at High Times Events are responded to in a timely manner.

b. Disability Access at High Times Events

High Times agrees to provide the following at all future High Times Events:

i. Portable restroom units and handwashing stations that are accessible to and readily useable by individuals who use wheelchairs. If elevated portable restrooms are provided, a minimum of one (1) shall have a ramp for use by individuals who use wheelchairs, but if elevated portable restrooms are not provided at an event, then this provision shall not apply to that event. Wheelchair accessible portable restrooms shall not be placed anywhere that requires users

to step up on a curb or any other location that is not readily accessible to and useable by individuals who use wheelchairs;

ii. High Times Events shall include “[a]t least one accessible route [that] shall connect accessible buildings, accessible facilities, accessible elements, and accessible spaces that are on the same site.” 2010 ADA Standards for Accessible Design, Section 206.2.2 (36 C.F.R. § Pt. 1191, App. B). “Accessible routes shall coincide with or be located in the same area as general circulation paths.” *Id.* Section 206.3. Such routes shall “include[] a continuous, unobstructed way of pedestrian passage” whereby the Event Space “may be approached, entered, and exited, and which connects the [Event Space] with an exterior approach (including sidewalks, streets, and parking areas), an entrance to the facility, and other parts of the facility. An accessible path of travel may consist of walks and sidewalks, curb ramps or other interior or exterior pedestrian ramps; clear floor paths ... parking access aisles; elevators and lifts, or a combination of these elements.” 28 C.F.R. § 36.403(e);

iii. High Times will use its best efforts to provide a safe and accessible viewing area for concerts and other performances and presentations where Patrons with Mobility Disabilities and their companion(s) are provided lines of sight comparable to those for members of the general public. High Times will further use its best efforts to ensure that the accessible viewing area shall be connected to the rest of the Event Space by a continuous unobstructed path of travel to ensure safe and reasonable exit and entry to and from the area for Patrons with Mobility Disabilities;

iv. High Times will use its best efforts to structure its contests and/or games, if provided, in a manner that provides at least half of them are readily accessible to individuals who use wheelchairs. For example, if a game involves throwing prizes into a crowd, then another

game will provide winning prizes through a raffle which would accord to individuals who use wheelchairs the same chance of winning as those who do not use wheelchairs;

v. High Times will use its best efforts to work with vendors to ensure that their booths meet current ADA requirements, including educating vendors that a portion of their booth shall be “36 inches (915 mm) high maximum above the finish floor,” 2010 ADA Standards for Accessible Design, Section 904.4 (36 C.F.R. § Pt. 1191, App. D), or that vendors provide “auxiliary aids and services ... to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals.” 28 C.F.R. § 36.303(a). This may include, for example, educating vendors to take items from an inaccessible area to an interested individual in order to allow the individual to evaluate and select merchandise or to participate in an activity offered;

vi. High Times will use its best efforts to ensure that food and drink tables, if provided, are readily accessible to and useable by individuals who use wheelchairs. High Times will further use its best efforts to ensure that each wheelchair accessible table shall have sufficient knee clearance space and surface height to ensure accessibility and shall not be placed anywhere that requires users to step up on a curb or any other location that is not readily accessible to and useable by individuals who use wheelchairs;

vii. A designated “access center” at each High Times Event that is clearly labeled and easy to find, where Patrons with Mobility Disabilities can ask questions and make requests related to disability access; and

viii. Ticketing options that provide access to the event’s accessible viewing area. Specifically, High Times will provide disabled Patrons with a wristband providing them “plus 1” access to ADA accessible viewing areas. High Times will not sell specific ADA tickets

in advance of its events. High Times will make wristbands available for pickup at the entrance to each event and/or at each event's "access center" described in paragraph 2.b.vii, above.

c. Accessibility Consultant

Within sixty (60) days of the Effective Date, High Times agrees to retain an outside accessibility consultant for the Term of the Agreement to provide assistance in ensuring that High Times fulfills its obligations under this Agreement and that all High Times Events are as accessible as possible for Patrons with Mobility Disabilities. High Times agrees to retain an individual or entity with substantial awareness of the requirements of the ADA and experience addressing accessibility concerns at temporary events and/or festivals, such as the non-profit organization Accessible Festivals (<https://www.accessiblefestivals.org/>). High Times further agrees that the accessibility consultant will inspect vendor booths at High Times Events and provide feedback and guidance to vendors to help ensure their booths and/or goods and services are accessible to Patrons with Mobility Disabilities. High Times agrees to share the accessibility consultant's feedback regarding the accessibility of High Times Events to Ms. Wyman's Counsel on a regular basis.

d. Modifications to High Times' Policies

The document set forth as Exhibit A to this Agreement is High Times' Accessibility Policy, which explains High Times' practices for ensuring all High Times Events are fully accessible. High Times shall include the text of the Accessibility Policy on its website, www.cannabiscup.com, under each High Times event page located under the tab "Upcoming Events." If High Times changes the layout of its website after the Effective Date of this Agreement, the Accessibility Policy shall be displayed on its website in some similar, prominent location. High Times shall train its staff on the Accessibility Policy and on how to timely respond to and address Patrons' questions and requests regarding disability access at High Times Events.

If High Times wishes to make substantive revisions to its Accessibility Policy, High Times will use its best effort to provide reasonable notice to Ms. Wyman's counsel and an opportunity to provide feedback on its proposed revised policy. High Times shall consider in good faith incorporating Plaintiff's feedback. High Times shall promptly provide Ms. Wyman's counsel with a copy of any revised policy after finalizing it.

e. Enhanced Training

High Times agrees to provide accessibility awareness and disability sensitivity training to its staff at least twice per year. This may include hiring an outside entity, such as Made Welcome (<https://made-welcome.com/about/>) or GenLead | BelongLab (<http://www.genlead.co/home.html>) to provide such training. High Times agrees to notify Ms. Wyman's Counsel when each training occurs.

3. Individual Compensation to Ms. Wyman

Within thirty (30) days of the Effective Date, High Times shall pay \$40,000 in cash to Ms. Wyman and shall issue \$10,000 worth of High Times stock to the Trustee of the Rena Wyman Special Needs Trust (the "Settlement Payment"). If High Times' stock is not listed on a public exchange, and if High Times has not been acquired, within six (6) months from the Effective Date, High Times shall buy back the stock by paying the Trustee of the Rena Wyman Special Needs Trust \$10,000 in cash. The Settlement Payment will be delivered to: Cara Trapani, Rosen Bien Galvan & Grunfeld LLP, 101 Mission Street, 6th Floor, San Francisco, CA 94105. Ms. Wyman and the Trustee of the Rena Wyman Special Needs Trust will each provide High Times with a Form W-9 within five (5) business days of the Effective Date. High Times will issue a 1099-MISC form to Ms. Wyman reflecting the Settlement Payment. It is the intention of the Parties that these sums represent compensation on account of personal injuries or sickness within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986 as amended.

4. Continuing Jurisdiction

The Parties agree that the District Court for the Eastern District of California may retain jurisdiction to interpret and enforce the terms of this Agreement.

5. Reasonable Attorneys' Fees and Costs

Within thirty (30) days of the Effective Date, High Times shall pay Ms. Wyman's Counsel \$45,000 for attorneys' fees and expenses incurred by Ms. Wyman's Counsel in connection with the Action and this Agreement through the Effective Date. High Times shall make the funds payable to "Rosen Bien Galvan & Grunfeld LLP" with Federal Tax ID No.: 94-3136812. High Times shall mail the payment to Rosen Bien Galvan & Grunfeld LLP, 101 Mission Street, 6th Floor, San Francisco, CA 94105. High Times will issue a 1099-MISC form to Rosen Bien Galvan & Grunfeld LLP reflecting the payment. This payment represents compensation for attorneys' fees and costs in connection with an action involving a claim of unlawful discrimination within the meaning of Section 62(a)(19) of the Internal Revenue Code of 1986 as amended.

The Parties agree that Ms. Wyman's Counsel expressly reserve their rights to pursue claims for Attorneys' Fees for work performed after the time the Agreement is signed by all the Parties, including for work spent on monitoring and/or enforcing Defendants' compliance with this Agreement after the Effective Date ("monitoring fees"). The Parties will use the following procedure to resolve Ms. Wyman's Counsel's requests for monitoring fees: beginning twelve (12) months after the Effective Date, Ms. Wyman's Counsel will annually present their claim for reasonable monitoring fees to Defendants for the preceding year of monitoring work. If the Parties are not able to reach agreement on the amount of reasonable monitoring fees within sixty (60) days of Defendants' receipt of the monitoring fees claim, Ms. Wyman's Counsel shall submit the matter to the Court in this Action by noticed motion.

6. Additional Modifications to High Times' Policies, Practices, and Procedures

The Parties recognize and agree that other relevant issues may arise after the Effective Date that were not anticipated when the Parties entered into this Agreement. The Parties therefore agree that at any point after the one-year anniversary of the Effective Date, Ms. Wyman, through her counsel, may request in writing further modifications to High Times' policies, practices, and procedures if there is good cause to believe there is a need for such modifications to ensure that Patrons with Mobility Disabilities have full and equal access to High Times Events. Within thirty (30) days of Ms. Wyman's Counsel's request, unless extended by agreement of the Parties, the Parties shall meet-and-confer to negotiate in good faith any such requested modifications to High Times' policies, practices, and procedures. In no event will any modification lessen the benefits or protections for Ms. Wyman or other Patrons with Mobility Disabilities.

To the extent the Parties reach agreement to further modify the benefits and protections afforded by this Agreement, the Parties agree that such agreement will be reduced to writing as a binding amendment to this Agreement.

7. Release of Claims

In consideration of the benefits and protections afforded by this Agreement, Ms. Wyman hereby fully and finally releases and discharges High Times and its successors, assigns, officers, directors, and past and present agents and employees ("Released Parties") from any and all claims for declaratory or injunctive relief, and damages claims, raised in the Action, or that could have been raised in the Action, relating to Patrons with Mobility Disabilities ("Released Claims"). The Released Claims do not include any claims to enforce the terms of this Agreement.

8. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Plaintiff and High Times with respect to all of the matters discussed in the Agreement, and supersedes all prior or contemporaneous discussions, communications, or agreements, expressed or implied, written or oral, by or between the Parties.

b. Binding on Successors

This Agreement shall be binding on all successors, assignees, employees, agents, and all others working for or on behalf of the respective Parties.

c. Rules of Construction

The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The terms of this Agreement are the product of joint negotiations and shall not be construed as having been authored by one party rather than another. Any ambiguity shall not be construed against any Party. Where required by context, the plural includes the singular and the singular includes the plural.

d. Counterparts

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which, when taken together, will constitute one and the same instrument.

e. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

f. Modification in Writing

This Agreement cannot be orally modified. The Agreement can be modified only with a written agreement that expressly recites the Parties' intent to modify a provision of the Agreement, and that is signed by authorized representatives of all Parties.

g. Agreement Has Been Read

The Agreement has been carefully read by each of the Parties, or their responsible officers, and their legal counsel, and its contents are known and understood by each of the Parties. The Parties each acknowledge that they are entering into this Agreement freely, knowingly, voluntarily, and with full understanding of its terms.

h. Waivers of Breach

The waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach.

i. Authority

The persons executing the Agreement each represent and warrant that he or she has the authority to enter into the Agreement, and to resolve the matters set forth in the Agreement, on behalf of the Party for whom he or she is executing the Agreement, and that no further approval is necessary in order for the Agreement to be binding on the Party for whom he or she is executing.

j. Notices

Any notice or communication provided under this Agreement shall be made in writing and shall be delivered or sent by email and/or by registered mail or Federal Express to the addresses below or to such other addresses as may be specified in writing by any Party. Should any Party's contact information change from what is listed below, that Party shall promptly provide written notice of the updated contact information to the other Parties.

To Ms. Wyman's Counsel or Ms. Wyman:

Ernest J. Galvan
Cara E. Trapani
Rosen Bien Galvan & Grunfeld LLP
101 Mission Street, Sixth Floor
San Francisco, CA 94105-1738
egalvan@rbgg.com
ctrapani@rbgg.com

To Defendants' Counsel or High Times or Cal Expo:

Theodore Spanos
Samini Cohen Spanos LLP
2801 West Coast Highway, Suite 200
Newport Beach, CA 92663
tedspanos@saminicohen.com

IN WITNESS HEREOF, each of the undersigned has executed this Agreement on the date set forth below.

DATED: 9/25/2019

Rena D. Wyman
Plaintiff, RENA WYMAN

DATED: 9/25/2019

HIGH TIMES PRODUCTIONS, INC.

By: Adam Jones

APPROVED AS TO FORM; the below attorney signatures are not intended to impose obligations on the attorneys other than to facilitate notices and communications necessary to implement the settlement terms.

DATED: 9/25/19

ROSEN BIEN GALVAN & GRUNFELD LLP

By: Cara E. Trapani
Cara E. Trapani

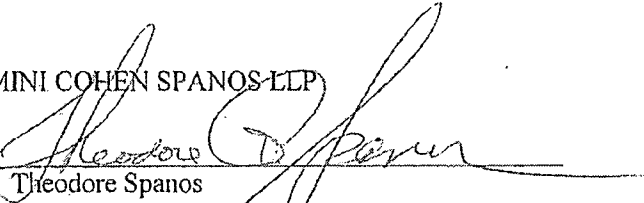
Attorneys for Plaintiff

DATED:

9/25/19

SAMINI COHEN SPANOS-LLP

By:


Theodore Spanos

Attorneys for Defendants High Times Productions, Inc.
and California Exposition and State Fair

Exhibit A

High Times' Event Accessibility Policy

HIGH TIMES events are fully accessible events, and we are dedicated to continually improving our efforts to ensure you have access to all the festival amenities. We welcome and encourage all feedback and suggestions from our patrons. The following explains the services provided. For any accessibility-related questions please email us at CannabisCupHelp@HighTimes.com. We will do our best to help you have an awesome experience.

ACCESS CENTER

Please Note: Our access center is located at our box office. All security, staff and personnel can provide any assistance locating the box office which is located at our event main entrance.

What you can expect at the access center:

- Get your ADA questions answered.
- Learn about other accessibility services.
- Support navigating the festival / event.

Wristband Policies

- DO NOT remove your wristband for the duration the festival.
- Lost or stolen wristbands will not be replaced.

WHEELCHAIR ACCESSIBILITY

The venue is fully navigable for people with mobility disabilities. There are accessible pathways connected throughout the venue including parking, entrances, stages, vendors and all other activity areas. For more information about accessible pathways please inquire at the Access Center. We encourage our guests with mobility disabilities to utilize personal forms of transportation, including wheelchairs and scooters as long distances will need to be navigated. If you need to recharge your motorized wheelchair, you may do so at the Access Center. Patrons should bring all cords and accessories needed to charge their devices. Chargers must use a 110-volt, 20 amp circuit.

We will not be providing wheelchair or scooter rentals.

PARKING

There is one location for ADA Parking which is the onsite lot located closest to the venue.

To access the ADA parking areas, identification will be checked to ensure legitimate use. The person whom the ADA placard or plate is issued to must be present in the vehicle as a driver or a passenger.

Please note that it is against the law to park in an accessible parking space without the required ADA credentials or to fraudulently use someone else's in order to gain access to ADA parking spots.

SERVICE ANIMALS

Service animals are permitted throughout the festival grounds; however this does not include emotional support animals, therapy animals, or companion animals. Only legitimate service animals will be allowed within the festival footprint. Pets are not allowed and will be turned away.

If you are bringing a service animal, make sure to check in at the closest ADA Access Center for registration. Only legitimate service animals that are properly trained and under the proper care of their owners will be provided with the appropriate credentials.

Due to large-scale service animal fraud and for the protection of all festival patrons, service animals must be screened and registered at the Access Center immediately upon entry to the site.

- All service animals must remain by the handler's side at all times and must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.
- Service animals must be housebroken and should use the service animal relief area.
- Anyone bringing an animal will be responsible for and liable for any damage or injury caused by the animal.
- All animals should have legally required vaccinations which may be checked.

ADDITIONAL SERVICES

ATMs & Concessions: All ATMs and concessions are fully accessible and located throughout the venue. If assistance is required, please confer with a festival staff member.

First Aid: We have a First Aid location in the venue, kindly ask any staff or security member for guidance.

Special Dietary Needs: The venue will have food vendors that provide gluten-free dietary options. For those with special dietary needs beyond the festival food service, please contact us at CannabisCupHelp@HighTimes.com for further information.

COMMENTS, QUESTIONS & SUGGESTIONS

In continually trying to make our festival more accessible we encourage you to contact us at CannabisCupHelp@HighTimes.com for any of your accessibility-related needs. Additionally, if you have any questions about ADA policies or our services please reach out to us.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
ERNEST GALVAN - 196065; CARA E. TRAPANI - 313411
ROSEN BIEN GALVAN & GRUNFELD LLP
101 Mission Street, Sixth Floor, San Francisco, California 94105-1738
TELEPHONE NO.: (415) 433-6830 FAX NO. (Optional): (415) 433-7104
ATTORNEY FOR (Name): Plaintiff, RENA WYMAN

FOR COURT USE ONLY
FILED
San Francisco County Superior Court
JUN 02 2020
CLERK OF THE COURT
BY: C. Lopez
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister St.
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME: Civil Division

CASE NAME:
Rena Wyman v. High Times Productions, Inc.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000)
Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **CGC-20-584630**
JUDGE:
DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
Auto Tort
 Auto (22) Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
 Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
 Business tort/unfair business practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)
Employment
 Wrongful termination (36) Other employment (15)
Contract
 Breach of contract/warranty (06) Rule 3.740 collections (09) Other collections (09) Insurance coverage (18) Other contract (37)
Real Property
 Eminent domain/Inverse condemnation (14) Wrongful eviction (33) Other real property (26)
Unlawful Detainer
 Commercial (31) Residential (32) Drugs (38)
Judicial Review
 Asset forfeiture (05) Petition re: arbitration award (11) Writ of mandate (02) Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
 Antitrust/Trade regulation (03) Construction defect (10) Mass tort (40) Securities litigation (28) Environmental/Toxic tort (30) Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
 Enforcement of judgment (20)
Miscellaneous Civil Complaint
 RICO (27) Other complaint (not specified above) (42)
Miscellaneous Civil Petition
 Partnership and corporate governance (21) Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. Large number of separately represented parties; d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Three: Breach of Contract; Fraud; Breach of Implied Covenant of Good Faith/Fair Dealing
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
Date: May 29, 2020

Cara E. Trapani
(TYPE OR PRINT NAME)

C. Lopez
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
• Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
• File this cover sheet in addition to any cover sheet required by local court rule.
• If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
• Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

BY FAX

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

<p>Auto Tort Auto (22) - Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</p> <p>Other PI/PD/AWD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (not asbestos or toxic/environmental) (24) Medical Malpractice (45) Medical Malpractice - Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/AWD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/AWD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/AWD Non-PI/PD/AWD (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (not medical or legal) Other Non-PI/PD/AWD Tort (35) Employment Wrongful Termination (36) Other Employment (15)</p>	<p>Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach - Seller Plaintiff (not fraud or negligence) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case - Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (not provisionally complex) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute</p> <p>Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (not eminent domain, landlord/tenant, or foreclosure)</p> <p>Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</p> <p>Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ - Administrative Mandamus Writ - Mandamus on Limited Court Case Matter Writ - Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal - Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)</p> <p>Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (non-domestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint RICO (27) Other Complaint (not specified above) (42) Declaratory Relief Only Injunctive Relief Only (non-harassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint (non-tort/non-complex)</p> <p>Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition (not specified above) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition</p>
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