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Attorneys for Defendants Jayme Wilson, Jayme Wilson dba Spirit Cruises

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PEOPLE OF THE STATE OF CALIFORNIA, EX REL. THE CALIFORNIA AIR RESOURCES BOARD,

Plaintiffs,

v.

JAYME WILSON; JAYME WILSON DBA SPIRIT CRUISES; SPIRIT CRUISES, A BUSINESS OF UNKNOWN FORM; AND DOES 1-25, INCLUSIVE,

Defendants.

FILED
Superior Court of California
County of Los Angeles
05/20/2021
Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Sanders Deputy

Case No. 19-STCV-24589

~~PROPOSED~~ **CONSENT JUDGMENT PURSUANT TO STIPULATION OF THE PARTIES**

Assigned: Hon. Teresa A. Beaudet
Department: 50
Trial Date: June 2, 2021

1 This consent judgment pursuant to stipulation (Consent Judgment) is entered into by
2 Plaintiff, the People of the State of California *ex rel.* the California Air Resources Board (CARB),
3 and Defendant Jayme Wilson and Jayme Wilson dba Spirit Cruises (collectively, “Defendant”).¹
4 For purposes of this Consent Judgment, CARB and Defendant shall be referred to collectively as
5 the Parties.

6 INTRODUCTION

7 This Consent Judgment relates to Defendant’s failure to comply with California’s
8 Commercial Harbor Craft Regulation’s In-use Standards, Title 17, California Code of
9 Regulations, Section 93118.5, et seq.

10 The California Health and Safety Code mandates the reduction of the emissions of toxic air
11 contaminants. CARB has determined that particulate matter from diesel-fueled engines is a toxic
12 air contaminant. (Health & Saf. Code §§ 39650-39675.) CARB adopted the Commercial Harbor
13 Craft Regulation to reduce diesel particulate matter and other harmful pollutant (oxides of sulfur
14 and nitrogen) emissions from diesel propulsion and auxiliary engines on commercial harbor craft
15 that operate in Regulated California Waters. (Cal. Code Regs., tit.17, § 93118.5.) The Regulation
16 achieves these emission reductions generally by requiring regulated entities to replace old,
17 polluting engines with newer, less polluting engines. The Regulation also requires that regulated
18 vessel owners/operators accurately monitor and record their vessel use and report to CARB.
19 CARB relies on this self-reporting to ensure compliance with the Regulation and protect the State
20 from excessive emissions.

21 As set forth in CARB’s Complaint, CARB alleges that Defendant has owned and operated
22 at least three commercial harbor craft vessels since at least 2009, including the Sailing Ship (SS)
23 Spirit (Doc #653718), Motor Yacht (M/Y) Spirit (Doc #963861), and Pacific Spirit. CARB’s
24 Complaint alleges that these three vessels are subject to the Commercial Harbor Craft Regulation
25 and that Defendant has violated the Regulation’s In-use Standards in multiple ways, including:

26
27
28 ¹ Plaintiff dismisses all claims as to named Defendant Spirit Cruises, a business of
unknown form, and DOES 1-25.

- 1 • Owning and operating the SS Spirit without a properly operating, non-resettable hour
2 meter, in violation of Title 17, California Code of Regulations, Section 93118.5,
3 subdivision (e)(2);
- 4 • Owning and operating propulsion engines on the M/Y Spirit, SS Spirit, and Pacific
5 Spirit that did not meet in-use standards pursuant to Title 17, California Code of
6 Regulations, Section 93118.5, subdivision (e)(6);
- 7 • Negligently emitting air contaminants in violation of Title 17, California Code of
8 Regulations, Section 93118.5, subdivision (e)(6);
- 9 • Failing to maintain records required under Title 17, California Code of Regulations,
10 Section 93118.5, subdivision (g);
- 11 • Failing to submit compliance plans as required by Title 17, California Code of
12 Regulations, Section 93118.5, subdivision (h)(2); and
- 13 • Failing to submit information demonstrating compliance, as required by Title 17,
14 California Code of Regulations, Section 93118.5, subdivision (h)(3).²

15 After extended settlement negotiations, the Parties have agreed to settle this matter pursuant
16 to the terms of this Consent Judgment. The Parties have entered into this Consent Judgment
17 pursuant to a compromise and settlement of the allegations in the Complaint. The Parties believe
18 that the resolution embodied in this Consent Judgment is fair and reasonable and fulfills CARB's
19 enforcement objectives. This Consent Judgment also reflects Defendant's financial inability to
20 pay, as Defendant demonstrated in financial documentation submitted to CARB, the corrective
21 efforts Defendant has made or will make, including but not limited to engine and hour meter
22 replacement, and Defendant's lack of other enforcement history with CARB. The Parties also
23 believe that entry of this Consent Judgment is in the best interest of the public.

24 The Parties, after opportunity for review by counsel, hereby stipulate and consent to the
25 entry of this Consent Judgment as set forth below.

26 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

27
28 ² CARB dismisses its claims regarding falsification of required documentation.

1 **CONSENT JUDGMENT PURSUANT TO STIPULATION**

2 **1. DEFINITIONS:**

3 1.1. Except where otherwise expressly defined in this Consent Judgment, all terms shall
4 be interpreted consistent with the Health and Safety Code and Title 17, California Code of
5 Regulations, Section 93118.5.

6 1.2. Whenever the terms set forth below are used in this Consent Judgement, the
7 following definitions shall apply:

8 “Force Majeure” shall mean a sudden and unforeseeable event involving a clear danger,
9 demanding action to prevent or mitigate the loss of or damage to life, health, property, or essential
10 public services, arising from causes beyond the control of Defendant, which delays or prevents
11 the performance of any obligation under this Consent Judgment, despite Defendant’s best efforts
12 to fulfill the obligation. This includes events where state, federal, or local governments issue an
13 active declaration of emergency, which can include war, wildfires, floods, hurricanes, tornadoes,
14 earthquakes, and volcanic eruptions. This does not include negligent acts or financial inability to
15 perform which is unrelated to the event as described in this definition.

16 **2. APPLICABILITY:**

17 No transfer of ownership or operation of any of the vessels in California, whether in
18 compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of
19 Defendant’s obligation to pay civil penalties as provided in Paragraph 5 or to ensure that the
20 terms of this Consent Judgment are implemented as to the other vessels. With regard to each
21 vessel, no transfer of ownership in California is valid unless Defendant provides a copy of this
22 Consent Judgment to the proposed transferee,³ and provides a copy of the proposed written
23 transfer agreement to CARB in accordance with Paragraph 12 (Notice). Any attempt to transfer
24 ownership or operation of the vessels without complying with this Paragraph is a violation of this
25 Consent Judgment.

26
27 ³ Any new owner or operator must ensure that the vessels are in compliance with the
28 Commercial Harbor Craft Regulation either by replacing old, noncompliant engines or by
reapplying for and obtaining the Low Use compliance pathway.

1 **3. COMPLAINT AND SCOPE OF AGREEMENT:**

2 3.1 The Complaint asserts thirteen causes of action alleging that Defendant failed to
3 comply with Title 17, California Code of Regulations, Section 93118.5, for which it is subject to
4 civil penalties pursuant to Title 17, California Code of Regulations, Section 93118.5, subdivision
5 (i), and Health and Safety Code sections 39674, 39675, 42400 et seq., 42402, 42402.1, 42402.2,
6 and 42402.4. This Consent Judgment resolves all allegations of violations made in the Complaint,
7 except that CARB hereby dismisses its Ninth Cause of Action against Defendant.

8 3.2 This Consent Judgment releases Defendant, Defendant’s three sons, and any
9 directors, officers, employees, agents, representatives or contractors employed by or affiliated
10 with Defendant from all past violations alleged in the Complaint filed in this matter as of the date
11 of entry of the Consent Judgment. This release does not apply to any ongoing or future violations.

12 **4. JURISDICTION AND VENUE:**

13 4.1 The Parties agree that the Superior Court of California, County of Los Angeles, has
14 subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over
15 the Parties to this Consent Judgment, pursuant to Article VI, Section 10 of the California
16 Constitution and Code of Civil Procedure Section 410.10.

17 4.2 The Parties agree that venue is proper in Los Angeles County pursuant to Code of
18 Civil Procedure Section 393 because one or more of the unlawful acts described herein occurred
19 in Los Angeles County. (Code of Civ. Proc., § 393, subd. (a).)

20 **5. PAYMENT OF CIVIL PENALTIES:**

21 5.1 Defendant shall either pay a one-time civil penalty of fifty thousand dollars
22 (\$50,000.00) on or before October 1, 2021, in the manner described below, or, if Defendant does
23 not pay that full amount by October 1, 2021, pay a civil penalty of eighty thousand dollars
24 (\$80,000.00) in installment payments beginning with a payment of at least ten thousand dollars
25 (\$10,000.00) on or before October 1, 2021, and concluding with full payment of any remainder of
26 the eighty thousand dollars (\$80,000.00) on or before April 1, 2023 (eighteen months later).

27 5.2 Payment of the civil penalty shall be made by check, credit card, wire transfer, or
28 portal, payable to the California Air Resources Board, using instructions provided separately by

1 CARB in a Payment Transmittal Form to be provided by CARB within ten (10) business days
2 after the entry of the Consent Judgment. Defendant is responsible for all payment processing fees.
3 Payments shall be accompanied by the Payment Transmittal Form to ensure proper application.
4 CARB shall deposit the civil penalty amount into the Air Pollution Control Fund for the purpose
5 of carrying out CARB's duties and functions to ensure the integrity of its air pollution control
6 programs. Should payment instructions change, CARB will provide notice to Defendant in
7 accordance with Paragraph 12 (Notice).

8 **6. SUSPENDED PENALTIES:**

9 The remaining civil penalties in the amount of five hundred thousand dollars (\$500,000.00)
10 shall be suspended. These suspended penalties shall be deemed satisfied if, after five (5) years
11 from the date of entry of this Consent Judgment, neither Defendant nor Defendant's three sons or
12 anyone employed by Defendant has violated Paragraphs 5, 7, 8, or 9 of this Consent Judgment.
13 Should CARB determine that Defendant, Defendant's three sons, or anyone employed by
14 Defendant has violated Paragraph 5, 7, 8, or 9 of this Consent Judgment during the five (5) years
15 from date of entry of the Consent Judgment, CARB may seek payment of the suspended penalties
16 (\$500,000.00) from Defendant pursuant to the process specified in Paragraph 11 (Enforcement
17 and Penalties). Defendant shall be obligated to pay the suspended penalties within sixty (60)
18 calendar days of the date the court grants CARB's Enforcement Motion.

19 **7. INJUNCTION FROM USE OF NONCOMPLIANT VESSELS:**

20 Defendant shall not operate the SS Spirit or Pacific Spirit or permit Defendant's three sons
21 or anyone employed by Defendant to operate the SS Spirit or Pacific Spirit unless and until
22 CARB determines that those vessels comply, either through an approved low-use compliance
23 pathway or due to installation of compliant engines, with Title 17, California Code of
24 Regulations, Section 93118.5, as codified and, if applicable, as amended.

25 **8. RECORDKEEPING:**

26 Defendant shall keep all records required to be kept pursuant to Title 17, California Code of
27 Regulations, Section 93118.5, as codified, and, if applicable, as amended. Beginning January 31,
28 2022, Defendant shall submit complete records from the prior year annually to CARB by January

1 31 of each year in accordance with Paragraph 12 (Notice) with a copy sent by email to
2 harborcraft@arb.ca.gov.

3 **9. SUBMISSION OF QUARTERLY REPORTING:**

4 Defendant shall submit quarterly reports to CARB of the hour usage for each propulsion
5 engine on the SS Spirit, M/Y Spirit, and Pacific Spirit. Reports for the first quarter shall cover:
6 January 1 – March 31; reports for the second quarter shall cover: April 1 – June 30; reports for the
7 third quarter shall cover July 1 – September 30; and reports for the fourth quarter shall cover:
8 October 1 – December 31. For each vessel subject to the low-use compliance pathway or
9 injunction, these reports shall be accompanied by a time-and-date stamped photograph of each
10 engine’s hour meter. These reports must also include written confirmation by Defendant that each
11 hour meter on the vessels subject to the low-use compliance pathway or injunction is functioning
12 properly. These reports must be signed under penalty of perjury, and Defendant must attest to the
13 accuracy of the submissions. Quarterly reports for each vessel that Defendant, Defendant’s
14 employees, or Defendant’s three sons continue(s) to own or operate shall be due on January 31
15 for the fourth quarter of the prior year, April 30 for the first quarter, July 31 for the second
16 quarter, and October 31 for the third quarter of each year for the duration of this Consent
17 Judgment.

18 **10. FORCE MAJEURE:**

19 10.1 Any event (which may include an act or an omission) that is beyond Defendant’s
20 control and that prevents Defendant from timely performing any obligation under this Consent
21 Judgment, despite Defendant’s reasonable best efforts, is a “Force Majeure” event. Force Majeure
22 does not include Defendant’s financial inability to complete the obligation or circumstances that
23 Defendant could have avoided if it had complied with preventative requirements imposed by law,
24 regulation or ordinance. Force Majeure also does not apply to Defendant’s payment of the fifty
25 thousand dollar (\$50,000.00) penalty by October 1, 2021. If Defendant does not pay that amount
26 by October 1, 2021, Defendant must pay eighty thousand dollars (\$80,000.00) in installment
27 payments, as described in Paragraph 5, by April 1, 2023.
28

1 10.2 If any Force Majeure event occurs that may prevent or delay Defendant's
2 performance of any obligation under this Consent Judgment, within ten (10) business days of
3 when Defendant first receives reasonable notice of the event, it shall provide to CARB a written
4 explanation and description of the event; the anticipated duration of any delay; all actions
5 Defendant has taken or will take to prevent or minimize the delay or other noncompliance and a
6 schedule of such actions; and the rationale for categorizing the event as a Force Majeure. In
7 addition, Defendant shall provide all available non-privileged, material, factual documentation
8 supporting a Force Majeure claim.

9 10.3 Within fourteen (14) calendar days of receiving the notice set forth above, CARB
10 shall notify Defendant in writing whether it agrees with its assertion of Force Majeure. If CARB
11 agrees that the prevention of performance or anticipated prevention of performance or delay or
12 anticipated delay is attributable to Force Majeure, Defendant's performance will be excused to
13 such degree as CARB and Defendant agree, or the time for performance of its obligations under
14 this Consent Judgment that are affected by Force Majeure will be excused to such degree, or
15 extended for such time, as CARB and Defendant agree is necessary to complete those obligations.

16 10.4 If Defendant and CARB disagree about the existence or effect of Force Majeure,
17 either Defendant or CARB may petition the Court to resolve the dispute. If either Defendant or
18 CARB petitions the Court to resolve the Force Majeure dispute, it will neither preclude nor
19 prejudice CARB from bringing a motion to enforce the Consent Judgment as provided in this
20 Consent Judgment, nor will it preclude nor prejudice Defendant's ability to oppose such a motion.
21 Alternatively, Defendant may raise Force Majeure as a defense to a motion to enforce. In all
22 instances, Defendant shall have the burden of proof to demonstrate Force Majeure.

23 **11. ENFORCEMENT AND PENALTIES:**

24 CARB may move this Court to enforce any provision of this Consent Judgment and to
25 award other appropriate relief, including penalties for violations of Paragraphs 5-9 above, by
26 serving and filing a regularly noticed motion in accordance with Code of Civil Procedure section
27 1005 (Enforcement Motion). Defendant may file an opposition, and CARB may file a reply, both
28 also in accordance with Code of Civil Procedure section 1005. At least ten (10) business days

1 before filing an Enforcement Motion under this Consent Judgment, CARB must meet and confer
2 with Defendant to attempt to resolve the matter without judicial intervention. This meet-and-
3 confer obligation shall be deemed satisfied if Defendant fails to respond to CARB within ten (10)
4 business days after CARB provides notice to the individuals in Paragraph 12 (Notice). To ensure
5 that the “meet and confer” is as productive as possible, CARB will identify, as specifically as the
6 available information allows, the specific instances and dates of non-compliance and the actions
7 that CARB believes Defendant must take to remedy that non-compliance.

8 **12. NOTICE:**

9 12.1 All submissions and notices required by this Consent Judgment shall be sent to:

10 For CARB:

11 California Air Resources Board
12 Enforcement Division / Settlement Agreements
13 Field Operations Branch/Railroad and Marine Enforcement Section
14 9480 Telstar Avenue, Suite 4
15 El Monte, CA 91731
16 Settlement_Agreement@arb.ca.gov

17 Shannon Dilley
18 Senior Attorney
19 California Air Resources Board
20 Legal Office
21 1001 I Street
22 Sacramento CA 95814
23 shannon.dilley@arb.ca.gov

24 Julia Forgie
25 Deputy Attorney General
26 California Department of Justice
27 300 S. Spring Street, Suite 1702
28 Los Angeles, CA 90013
Julia.Forgie@doj.ca.gov

For Defendant:

Jayne Wilson
Spirit Cruises
429 Shoreline Village Dr.
Long Beach, CA 90802
jsw.spiritcruises@sbcglobal.net

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2 Albert S. Israel
3 Albert S. Israel, A Professional Law Corporation
4 41581 Moneaque Road
5 Bermuda Dunes, CA 92203
6 albertisrael@asilaw.us

7 12.2 Any Party may change its notice name and address by informing the other Party in
8 writing, but no change is effective until it is received. All notices and other communications
9 required or permitted under this Consent Judgment that are properly addressed as provided in this
10 Paragraph are effective upon delivery if delivered personally, by overnight mail, or email, or are
11 effective five (5) calendar days following deposit in the United States mail, postage prepaid, if
12 delivered by mail.

13 **13. NECESSITY FOR WRITTEN APPROVALS:**

14 All approvals and decisions of CARB under the terms of this Consent Judgment shall be
15 communicated to Defendant in writing. No oral advice, guidance, suggestions or comments by
16 employees or officials of CARB regarding submissions or notices shall be construed to relieve
17 Defendant of Defendant's obligation to obtain any final written approval required by this Consent
18 Judgment.

19 **14. NOT TAX DEDUCTIBLE AND NON-DISCHARGABLE:**

20 14.1 Payment of the penalties in this Consent Judgment is not tax deductible, and
21 Defendant shall not deduct any monies spent to comply with the provisions of this Consent
22 Judgment in calculating and submitting Defendant's federal, state, or local income tax.

23 14.2 The penalties described in this Consent Judgment are non-dischargeable under United
24 States Code, title 11, section 523(a)(7), which provides an exception from discharge for any debt
25 to the extent such debt is for a fine, penalty, or forfeiture payable to and for the benefit of a
26 governmental unit.

27 **15. EFFECT OF JUDGMENT:**

28 Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment
is intended nor shall it be construed to preclude CARB, or any federal, state, county, or local

1 agency, department, board or entity, or any Certified Unified Program Agency, from exercising
2 its authority under any law, statute or regulation.

3 **16. LIABILITY OF CARB:**

4 CARB shall not be liable for any injury or damage to persons or property resulting from
5 acts or omissions by Defendant or any directors, officers, employees, agents, representatives or
6 contractors employed by or affiliated with Defendant in carrying out activities pursuant to this
7 Consent Judgment, nor shall CARB be held as a party to or a guarantor of any contract entered
8 into by Defendant or any directors, officers, employees, agents, representatives or contractors
9 employed by or affiliated with Defendant, in carrying out the requirements of this Consent
10 Judgment.

11 **17. NO WAIVER OF RIGHT TO ENFORCE:**

12 The failure of CARB to enforce any provision of this Consent Judgment shall neither be
13 deemed a waiver of such provision nor in any way affect the validity of this Consent Judgment.
14 The failure of CARB to enforce any such provision shall not preclude it from later enforcing the
15 same or any other provision of this Consent Judgment. No oral advice, guidance, suggestions or
16 comments by employees or officials of any Party regarding matters covered in this Consent
17 Judgment shall be construed to relieve any Party of its obligations under this Consent Judgment.

18 **18. FUTURE REGULATORY CHANGES:**

19 Nothing in this Consent Judgment shall excuse Defendant from meeting any more stringent
20 requirements that may be imposed by changes in the applicable law. The suspended penalties in
21 Paragraph 6 shall apply to any violation, by Defendant, Defendant's three sons, or anyone
22 employed by Defendant, of amendments to the applicable regulations that pertain to the low-use
23 compliance pathway and reporting and recordkeeping requirements.

24 **19. APPLICATION OF CONSENT JUDGMENT:**

25 Upon entry of this Consent Judgment by the Court, this Consent Judgment shall apply to
26 and be binding upon CARB and Defendant, and their employees, agents, successors, and assigns.

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1 **20. AUTHORITY TO ENTER CONSENT JUDGMENT:**

2 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
3 Party he or she represents to enter into this Consent Judgment, to execute it on behalf of the Party
4 represented and legally to bind that Party.

5 **21. RETENTION OF JURISDICTION:**

6 21.1 The Parties agree that this Court has exclusive jurisdiction to interpret and enforce the
7 Consent Judgment. The Court shall retain continuing jurisdiction to enforce the terms of this
8 Consent Judgment and to address any other matters arising out of or regarding this Consent
9 Judgment. The Parties shall meet and confer prior to the filing of any motion relating to this
10 Consent Judgment, including any Enforcement Motion as contemplated by Paragraph 11
11 (Enforcement and Penalties), and shall negotiate in good faith in an effort to resolve any dispute
12 without judicial intervention. CARB will have met this meet-and-confer requirement if it submits
13 notice to meet and confer to Defendant in Paragraph 12 (Notice) and Defendant fails to respond
14 within ten (10) business days.

15 21.2 This Consent Judgment shall go into effect immediately upon entry thereof. Entry is
16 authorized by Stipulation of the Parties upon filing.

17 **22. PAYMENT OF LITIGATION EXPENSES AND FEES:**

18 All parties shall pay their own attorney fees and costs, except that CARB shall be entitled to
19 collect attorney’s fees and costs incurred in any action necessary to collect any portion of the civil
20 penalty or any suspended penalties due but not paid by Defendant.

21 **23. INTERPRETATION:**

22 This Consent Judgment was drafted equally by all Parties. The Parties agree that the rule of
23 construction holding that ambiguity is construed against the drafting Party shall not apply to the
24 interpretation of this Consent Judgment.

25 **24. COUNTERPART AND FACSIMILE SIGNATURES:**

26 This Consent Judgment may be executed by the Parties in counterparts, by Portable
27 Document Format (PDF), and facsimiles, each of which shall be deemed an original, and all of
28 which, when taken together, shall constitute one and the same document.

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25. INTEGRATION:

This Consent Judgment constitutes the entire agreement between the Parties, with the addition of the Payment Transmittal Form referenced in Paragraph 5.2, and may not be amended or supplemented except as provided for in the Consent Judgment.

26. MODIFICATION OF CONSENT JUDGMENT:

This Consent Judgment may be modified only by the Court, or upon written consent by the Parties and the approval of the Court.

27. TERMINATION OF CONSENT JUDGMENT:

After Defendant has completed the requirements of Paragraphs 5, 7, 8, and 9 and has maintained continuous satisfactory compliance with this Consent Judgment for a period of five (5) years from date of entry, Defendant may serve upon CARB a request for termination, stating that Defendant has satisfied those requirements. Following receipt by CARB of Defendant's request for termination, the parties shall confer informally concerning the request. If the Parties agree that the Consent Judgment may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Consent Judgment.

28. FINAL JUDGMENT:

Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment by the Court as to the Parties.

SO STIPULATED.

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FOR DEFENDANT JAYME WILSON AND DEFENDANT JAYME WILSON DBA SPIRIT CRUISES:

Dated: 5/16, 2021

By: [Signature]
Jayme Wilson
Dba Spirit Cruises

APPROVED AS TO FORM:

Dated: 5/16, 2021

By: [Signature]
Albert S. Israel
Albert S. Israel, A Professional Law Corporation
301 East Ocean Boulevard, Suite 1700
Long Beach, CA 90802
Attorney For Defendants

FOR PLAINTIFF THE PEOPLE OF THE STATE OF CALIFORNIA EX REL. THE CALIFORNIA AIR RESOURCES BOARD:

Dated: _____, 2021

By: _____
Richard W. Corey
Executive Officer
California Air Resources Board
1001 I Street
Sacramento, CA 95814

Dated: _____, 2021

By: _____
Ellen M. Peter
Chief Counsel
California Air Resources Board
1001 I Street
Sacramento, CA 95814

APPROVED AS TO FORM:

Dated: _____, 2021

By: _____
Julia K. Forgie
Deputy Attorney General
Attorney For Plaintiff

IT IS HEREBY ORDERED AND ADJUDGED:

Entered this ___ day of _____, 2021.

Judge of the Superior Court of Los Angeles County

1 FOR DEFENDANT JAYME WILSON AND DEFENDANT JAYME WILSON DBA SPIRIT
2 CRUISES:

3 Dated: _____, 2021

By: _____
Jayme Wilson
Dba Spirit Cruises


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5 APPROVED AS TO FORM:

6 Dated: _____, 2021

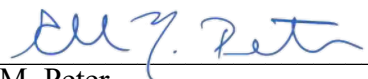
By: _____
Albert S. Israel
Albert S. Israel, A Professional Law
7 Corporation
8 301 East Ocean Boulevard, Suite 1700
9 Long Beach, CA 90802
Attorney For Defendants

10 FOR PLAINTIFF THE PEOPLE OF THE STATE OF CALIFORNIA EX REL. THE
11 CALIFORNIA AIR RESOURCES BOARD:

12 Dated: May 17, 2021

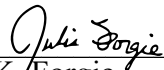
By: 
Richard W. Corey
Executive Officer
California Air Resources Board
1001 I Street
13 Sacramento, CA 95814

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15
16 Dated: May 14, 2021

By: 
Ellen M. Peter
Chief Counsel
California Air Resources Board
1001 I Street
17 Sacramento, CA 95814

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19
20 APPROVED AS TO FORM:

21 Dated: May 17, 2021

By: 
Julia K. Forgie
Deputy Attorney General
Attorney For Plaintiff

22
23
24 IT IS HEREBY ORDERED AND ADJUDGED:

25 Entered this FJc day of T æ, 2021.





Teresa A. Beaudet / Judge

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28 Judge of the Superior Court of Los Angeles County

DECLARATION OF SERVICE BY E-MAIL

Case Name: People of the State of California ex rel. the California Air Resources Board v.
Jayme Wilson, et al.
LASC No.: 19STCV24589

I declare:

I am employed in the Office of the Attorney General, and am not a member of the State Bar of California. I am 18 years of age or older and not a party to this matter.

On May 17, 2021, I served the attached **[PROPOSED] CONSENT JUDGMENT PURSUANT TO STIPULATION OF THE PARTIES** by transmitting a true copy via electronic mail.

E-mail Address: albertisrael@asilaw.us

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on May 17, 2021, at Los Angeles, California.

Carol Chow
Declarant

/s//Carol Chow
Signature