

CAUSE NO. 2016-05800

THE STATE OF TEXAS,	§	IN THE DISTRICT COURT
AND THE CITY OF HOUSTON,	§	
	§	
<i>Plaintiff,</i>	§	OF HARRIS COUNTY, TEXAS
	§	
v.	§	
	§	113th JUDICIAL DISTRICT
FANTASY SMOKING	§	
AND ACCESSORIES A/K/A	§	
SHEER FANTASY, INC., et al.,	§	
	§	
<i>Defendants.</i>	§	

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs, the STATE OF TEXAS, acting by and through the Attorney General of Texas, Ken Paxton, and the County Attorney of Harris County, Vince Ryan, and the CITY OF HOUSTON (collectively, “Plaintiffs”) and the Defendants, FANTASY SMOKING AND ACCESSORIES A/K/A SHEER INSANITY, INC.; GLENN COHEN; JUDY COHEN; REVILO, LLC; HARRISON COHEN; ALEXANDER COHEN, INDIVIDUALLY AND D/B/A GREEN MOUNTAIN HERBS, (collectively, “Defendants”), announce to the Court that all matters of fact and things in controversy between them have been fully and finally compromised and settled and present to the Court this Agreed Final Judgment and Permanent Injunction (“Agreed Judgment” or “Order”).

I. STIPULATIONS AND FINDINGS

1.1 **Stipulations.** By their duly authorized signatures, the Parties stipulate to the Court the following:

- a. The Parties have read and understand the terms of this Agreed Judgment.

b. The Parties have had an opportunity to confer with counsel about this Agreed Judgment.

c. The Parties agree to the terms of this Agreed Judgment.

d. The Parties have waived all rights of appeal from this Agreed Judgment.

e. The Parties actively participated in the negotiations leading up to this Agreed Judgment.

f. The Parties are aware of the duties placed upon them by this Agreed Judgment and are desirous and capable of carrying out those duties in full.

g. The Parties acknowledge receipt of copies of this Agreed Judgment and have full and actual notice of the terms of this Agreed Judgment.

h. The Parties acknowledge that the issuance and service of a writ of injunction are waived.

i. The Parties acknowledge that the terms of this Agreed Judgment are sufficiently detailed and specific to be enforceable by the Court in conformance with the Texas Rule of Civil Procedure 683, Chapter 125 of the Texas Civil Practice & Remedies Code, and the Texas Deceptive Trade Practices–Consumer Protection Act, Tex. Bus. & Com. Code §§ 17.41–17.63 (“DTPA”).

j. The Parties acknowledge that this Agreed Judgment represents a compromise and settlement of all matters arising out of facts and causes of action alleged, or that could have been alleged, known or unknown, by Plaintiffs in this cause.

k. Pursuant to their agreement, the Parties submit to the jurisdiction of the Court and do not contest the entry of this Agreed Judgment.

1. The Plaintiffs may take all action reasonably necessary to enforce Defendants' compliance with this Agreed Judgment.

1.2 **Definitions.**

a. **"Plaintiffs"** shall mean THE STATE OF TEXAS, ACTING BY AND THROUGH THE ATTORNEY GENERAL OF TEXAS, KEN PAXTON, AND THE COUNTY ATTORNEY OF HARRIS COUNTY, VINCE RYAN, AND THE CITY OF HOUSTON.

b. **"Defendants"** shall mean FANTASY SMOKING AND ACCESSORIES A/K/A SHEER INSANITY, INC.; GLENN COHEN; JUDY COHEN; REVILO, LLC; HARRISON COHEN; ALEXANDER COHEN, INDIVIDUALLY AND D/B/A GREEN MOUNTAIN HERBS.

c. **"Parties"** means the Plaintiffs and Defendants.

d. **"Lawsuit"** means the above-entitled and numbered cause, pertaining to *State of Texas and City of Houston v. Fantasy Smoking and Accessories a/k/a Sheer Insanity, Inc., et al.*, No. 2016-05800, in the 113th Judicial District Court of Harris County, Texas.

e. **"Agreed Judgment"** means this Agreed Final Judgment and Permanent Injunction.

f. **"Controlled Substance"** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Groups 1, 1-A, 2, 2-A, 3, or 4 in Chapter 481 of the Texas Health & Safety Code (Texas Controlled Substances Act). The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance, as defined in Tex. Health & Safety Code § 481.002(5).

g. **"Controlled Substance Analogue"** means (A) a substance with a chemical structure substantially similar to the chemical structure of a Controlled Substance in Schedule I or II or Penalty Group 1, 1-A, 2, or 2-A; or (B) a substance specifically designed to produce an effect

substantially similar to, or greater than, the effect of a Controlled Substance in Schedule I or II or Penalty Group 1, 1-A, 2, or 2-A as defined in Tex. Health & Safety Code § 481.002(6).

h. “**Abusable Synthetic Substance**” means a substance that: (A) is not otherwise regulated under Chapter 481 of the Texas Health & Safety Code or under federal law; (B) is intended to mimic a Controlled Substance or Controlled Substance Analogue; and (C) when inhaled, ingested, or otherwise introduced into a person’s body:

(i) produces an effect on the central nervous system similar to the effect produced by a Controlled Substance or Controlled Substance Analogue;

(ii) creates a condition of intoxication, hallucination, or elation similar to a condition produced by a Controlled Substance or Controlled Substance Analogue;

or

(iii) changes, distorts, or disturbs the person's eyesight, thinking process, balance, or coordination in a manner similar to a Controlled Substance or Controlled Substance Analogue.

h. “**Illicit Synthetic Drug**” means (as defined in City of Houston Ordinance No. 2014-913, Ordinance § 28-571):

(i) Any vegetative material, or herbal or plant material, however constituted, designed, intended, marketed, manufactured, or engineered, that contains any quantity of a synthetic chemical or synthetic chemical compound that has no legitimate relation to the advertised use of the product;

(ii) Any vegetative material, or herbal or plant material, with packaging or labeling that indicates, suggests, or implies that the substance is a substitute for or otherwise mimics the pharmacological effects of marijuana, a controlled substance

or a controlled substance analogue as defined by section 481.002 of the Texas Health and Safety Code; and

(iii) Any vegetative material, or herbal or plant material offered for sale or sold with verbal or written representations regarding the purpose, methods, use, or effect of the substance that indicates, suggests, or implies that the substance mimics the pharmacological effects of marijuana, a controlled substance or a controlled substance analogue as defined by section 481.002 of the Texas Health and Safety Code.

i. **“Herbal Incense”** (as defined in City of Houston Ordinance No. 2014-913, Ordinance § 28-571) means aromatic plant material, whether referred to as potpourri or otherwise, that is distributed in a loose, leafy, powder, or granular form or in a compressed block or blocks that can be crushed to result in a powder or granular form, and can be placed into a pipe, cigarette paper, or other drug paraphernalia for purposes of ingestion by smoking, inhaling or other method, regardless of how the substance is labeled or marketed, including, but not limited to, whether or not such product is labeled as “not for human consumption.”

j. **“Sell”** and **“sale”** include offer for sale, advertise for sale, expose for sale, keep for the purpose of sale, deliver for or after sale, solicit and offer to buy, and every disposition for value.

k. **“Ingestible Product”** means a product that is intended to be inhaled, ingested, swallowed, or otherwise introduced into the human body.

l. **“Smoke Shop”** means any business that (i) sells or offers for sale Ingestible Products, other than tobacco, that are intended to be inhaled by humans, regardless of whether such Ingestible Products are legal or illegal substances; or (ii) sells or offers for sale objects used

or intended for use in inhaling a substance into the human body, including pipes of any kind, water pipes, bongs, hookahs, and the substances described in (l)(i) above.

m. **“Property” and “the Property Located at 1412 Westheimer, Houston, Texas”** means the real property located at 1412 Westheimer, Houston, Texas, and more particularly described as follows:

The East Six and three tenths feet (6.3’) of Lot Three (3) and the West Forty-Three and seven-tenths feet (43.7’) of Lot Four (4) in Block Ten (10) of CHERRY HURST ADDITION a sub-division in Harris County, Texas, according to the map or plat thereof recorded in Volume 5, Page 38, Map Records, Harris County, Texas.

II. FINDINGS

2.1 **Findings.** The Court, upon having read the pleadings, the stipulations of the Parties, and after being fully advised in this matter, finds as follows:

a. The Court finds that all Parties agree to the entry of this Agreed Judgment and have approved its entry by their duly authorized signatures below.

b. The Court has jurisdiction over the Parties and subject matter of this suit.

c. The settlement of this dispute is fair, reasonable, and just.

d. It would be in the best interests of the Parties for the Court to approve the settlement and render the Agreed Judgment accordingly.

2.2 Based on these findings, and having heard and considered the representations made by the Parties, the Court finds that there is good cause to issue the agreed permanent injunction and grant all other relief as set forth in this Agreed Judgment.

III. PERMANENT INJUNCTION

3.1 **IT IS ORDERED** that Defendants and their officers, representatives, agents, servants, employees, successors and assigns, and any other person or entity in active concert or participation

with them—whether acting directly or through any corporation, company, partnership, trust, entity, subsidiary, division, or other device—are hereby PERMANENTLY ENJOINED from engaging in the following conduct as of the Effective Date of this Agreed Judgment:

a. Selling, offering for sale, distributing, offering to distribute, manufacturing, delivering, transferring, holding, storing, possessing, packaging, purchasing or offering to purchase any i) Controlled Substance or Controlled Substance Analogue or Illicit Synthetic Drug or ii) Ingestible Product or Herbal Incense containing a Controlled Substance or Controlled Substance Analogue or Illicit Synthetic Drug;

b. Selling, offering for sale, distributing, offering to distribute, manufacturing, delivering, transferring, holding, storing, possessing, packaging, purchasing or offering to purchase any products labeled or described as potpourri, incense, bath salts, herbal cigarettes, or kratom cannabis oil that contain a Controlled Substance, a Controlled Substance Analogue, or an Illicit Synthetic Drug as defined herein;

c. Selling, offering for sale, distributing, offering to distribute, manufacturing, delivering, transferring, holding, storing, possessing, packaging, purchasing or offering to purchase any Ingestible Products labeled as “not for human consumption” when the product is intended to be used by consumers to inhale, ingest, or introduce into the human body;

d. Selling, offering for sale, distributing, offering to distribute, delivering, manufacturing, transferring, holding, storing, possessing, packaging, purchasing or offering to purchase any Ingestible Products labeled as “legal” when Defendants know or have reason to suspect the products contain a Controlled Substance, a Controlled Substance Analogue, or Illicit Synthetic Drug, as defined herein;

e. Selling, offering for sale, distributing, offering to distribute, delivering, manufacturing, transferring, holding, storing, possessing, packaging, purchasing or offering to purchase any Ingestible Products labeled as “lab certified” unless Defendants know that the product is certified by an actual, bona-fide laboratory, the operations and practices of which are certified by a generally-recognized third-party accreditation organization;

f. Selling, offering for sale, distributing, offering to distribute, delivering, manufacturing, transferring, holding, storing, possessing, packaging, purchasing or offering to purchase any Ingestible Products that do not contain the name and location of the manufacturer or distributor on the package labeling;

g. Failing to maintain a notarized trespass affidavit for the store location at the Property located at 1412 Westheimer Street, Houston, Texas (“Property”), with the Houston Police Department and posting an enlarged copy of the trespass affidavit in a prominent place inside the store. In the event a Defendant no longer has an interest in the Property or the operation of the store, this provision will no longer apply to that Defendant;

h. Failing to place a sign on the exterior of the store and prominently placed near the entrance of the store at the Property located at 1412 Westheimer Street, Houston, Texas, so that patrons easily will be able to view and read the sign, with said sign stating:

“This store does not sell synthetic marijuana or any similar products.”

In the event a Defendant no longer has an interest in the Property or the operation of the store, this provision will no longer apply to that Defendant;

i. Failing to comply with the City of Houston Ordinance 2014-913;

j. Maintaining a Common Nuisance as defined by Texas Civil Practice and Remedies Code § 125.0015;

k. Failing to provide a copy of this Agreed Judgment, with Section IV redacted, to all employees and agents of Defendants who work at a Smoke Shop and a signed receipt that the employees and agents have read and understand its terms; and

l. Failing to install and operate and maintain surveillance systems composed of sufficient number of security cameras to cover the inside of the Property and surrounding parking lot area. The digital video Recorder (DVR) shall have the ability to record and store streaming video for at least 30 days and have the capability to download to a USB portable storage device. The DVR shall record at all times the business is open to the public for business. All recording shall display the accurate date and time of the recording. Law enforcement personnel shall be permitted access within 24 hours of a request to review and copy the video. In the event a Defendant no longer has an interest in the Property or the operation of the store located at the Property, this provision will no longer apply to that Defendant.

3.2 Paragraphs 3.1(k) and (l) above shall expire ten (10) years from the Effective Date of the Agreed Final Judgment.

IV. JUDGMENT

4.1 **Judgment Amount.** IT IS ORDERED that Plaintiffs shall have a judgment against and recover TWO MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$2,550,000) (“Judgment Amount”), from Defendants Glenn Cohen, Judy Cohen, Fantasy Smoking and Accessories A/K/A Sheer Insanity, Inc., Revilo, LLC, jointly and severally. Of the Judgment Amount, ONE HUNDRED THOUSAND DOLLARS (\$100,000) has already been paid by Defendants Glenn Cohen, Judy Cohen, Fantasy Smoking and Accessories A/K/A Sheer Insanity, Inc., and Revilo, LLC as follows:

a. A payment of \$34,000 to the Office of the Attorney General of Texas (\$8,500 by December 7, 2017, and \$25,500 by January 7, 2018);

b. A payment of \$33,000 to the Harris County Attorney's Office (\$8,250 by December 6, 2017, and \$24,750 by January 7, 2018); and

c. A payment of \$33,000 to the City of Houston (\$8,250 by December 6, 2017, and \$24,750 by January 7, 2018).

4.2 **Lump Sum Payment.** On or before April 6, 2018, Defendants Glenn Cohen, Judy Cohen, Fantasy Smoking and Accessories A/K/A Sheer Insanity, Inc., and Revilo, LLC shall pay TWO HUNDRED THOUSAND DOLLARS (\$200,000) of the Judgment Amount in three separate cashier's checks issued by a federally chartered bank to the addresses specified herein for notice to Plaintiffs as follows: a payment of \$68,000 to the Office of the Attorney General of Texas; a payment of \$66,000 to the Harris County Attorney's Office, and a payment \$66,000 to the City of Houston. Of the remaining Judgment Amount, TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) shall be paid according to the payout terms in paragraph 4.4 and the remaining TWO MILLION DOLLARS (\$2,000,000) of the Judgment Amount shall be abated according to the terms of paragraphs 4.5, 5.1, and 5.2.

4.3 **Extension of Lump Sum Payment.** If Defendants require additional time for the payment described in paragraph 4.2, Defendants shall notify Plaintiffs in writing of such a request. Defendants may be granted a 30-day extension of the April 6, 2018 deadline by Plaintiffs upon a clear showing of a bona fide pending offer for the purchase of (1) The Real Property Located at 3945 ROSELAND ST, HOUSTON TX 77006-4922, described as TR 6A BLK 19 LOCKHART CONNOR & BARZIZA, and/or (2) The Real Property Located at 4827 KNICKERBOCKER ST, HOUSTON TX 77035-3427 described as LT 13 BLK 18 WILLOW MEADOWS SEC 2. For any

additional extensions of time granted by the Plaintiffs after May 6, 2018, Defendants agree to pay TEN-THOUSAND DOLLARS (\$10,000) for each 30-day extension, which shall be added to the TWO HUNDRED THOUSAND DOLLAR payment described in paragraph 4.2.

4.4 **Installment Payout.** Defendants Glenn Cohen, Judy Cohen, Fantasy Smoking and Accessories A/K/A Sheer Insanity, Inc., and Revilo, LLC shall pay TWO-HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) of the Judgment Amount over a five-year period as set forth below. Each payment will be in three separate cashier's checks issued by a federally chartered bank to the addresses specified herein for notice to Plaintiffs.

a. On or before June 6, 2018, a payment of \$17,000 to the Office of the Attorney General of Texas; a payment of \$16,500 to the Harris County Attorney's Office, and a payment \$16,500 to the City of Houston.

b. On or before June 6, 2019, a payment of \$17,000 to the Office of the Attorney General of Texas; a payment of \$16,500 to the Harris County Attorney's Office, and a payment \$16,500 to the City of Houston.

c. On or before June 6, 2020, a payment of \$17,000 to the Office of the Attorney General of Texas; a payment of \$16,500 to the Harris County Attorney's Office, and a payment \$16,500 to the City of Houston.

d. On or before June 6, 2021, a payment of \$17,000 to the Office of the Attorney General of Texas; a payment of \$16,500 to the Harris County Attorney's Office, and a payment \$16,500 to the City of Houston.

e. On or before June 6, 2022, a payment of \$17,000 to the Office of the Attorney General of Texas; a payment of \$16,500 to the Harris County Attorney's Office, and a payment \$16,500 to the City of Houston.

4.5 **Abated Amount.** It is ORDERED that the remaining TWO MILLION DOLLARS (\$2,000,000) of the Judgment Amount shall be abated (“Abated Amount”) until the final payment in paragraph 4.4 has been made or until the entire \$250,000 in paragraph 4.4 has been made (“Abatement Period”), subject to the conditions in paragraphs 5.1 and 5.2 below.

4.6 **Plaintiffs shall also have judgment and recover** TWO HUNDRED THOUSAND DOLLARS (\$200,000) of the Judgment Amount from Defendants Harrison Cohen and Alexander Cohen, jointly and severally; UNLESS AND UNTIL the payment of TWO HUNDRED THOUSAND DOLLARS (\$200,000) is paid to Plaintiffs in full as specified in paragraph 4.2. Upon receipt of the payment of the TWO HUNDRED THOUSAND DOLLARS (\$200,000) in full specified in paragraph 4.2 herein, Plaintiffs shall release Harrison Cohen and Alexander Cohen from payment of any portion of the Judgment Amount.

If, after the Abatement Period, there has been no finding by the trier of fact of default as specified in paragraphs 5.1 and 5.2, then the Abated Amount shall be permanently and unconditionally dismissed against Defendants Glenn Cohen, Judy Cohen, Fantasy Smoking and Accessories A/K/A Sheer Insanity, Inc., and Revilo, LLC.

4.7 **Security.** Defendants Glenn Cohen, Judy Cohen, and Revilo, LLC do grant the Plaintiffs a lien in and all rights to a security interest in the following described property for the purpose of securing the Judgment Amount: The Real Property Located at 1412 WESTHEIMER RD, HOUSTON TX 77006-2617 described as TRS 3 & 4A BLK 10 CHERRYHURST.

4.8 **Attorney Fees.** The Parties agree that of the Judgment Amount, an amount of ONE HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS (\$187,000) shall be attributed to reimbursement of the Plaintiffs’ attorneys’ fees incurred in this Lawsuit (“**Plaintiffs’ Attorneys’ Fees**”). The amount attributed to Plaintiffs’ Attorneys’ Fees does not constitute an antecedent debt

with respect to this Lawsuit. Of the amount attributed to Attorneys' Fees, NINETY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$93,500) shall be attributed to the Office of the Attorney General, and NINETY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$93,500) shall be attributed to the Harris County Attorney's Office.

4.9 All amounts payable to the Office of the Attorney General not allocated as attorneys' fees shall be allocated in accordance with Texas Government Code § 402.007(b)(1) to the Supreme Court Judicial Fund or general revenue as appropriate.

V. DEFAULT

5.1 **Default.** Defendants will be in default of this Agreed Permanent Injunction if one or more of the Defendants to this Agreed Permanent Injunction

- a. is found by this Court to be in violation of Section III of this Agreed Judgment;
- b. has failed to pay the Judgment Amount in accordance with the payment schedule in Section IV of this Agreed Judgment;
- c. has pled guilty or been found guilty of i) delivery, possession or manufacture of a controlled substance in violation of Chapter 481 of the Texas Health & Safety Code; or ii) any violation of City of Houston Ordinance No. 2014-913, pertaining to conduct occurring after the date this Agreed Judgment was entered;
- d. is found by this Court to have failed to cooperate with law enforcement as required by Section III of this Agreed Judgment.

It is ORDERED that if one or more of Defendants to this Agreed Judgment is found by this Court to be in default, as specific in this subparagraph 5.1, then the full balance of the Abated Amount is immediately due and owing, along with any unpaid balance of the Judgment Amount, and Plaintiffs may take any action they deem appropriate in aid of collection of the full balance of

these amounts from the defaulting Defendant or Defendants.

In the event of a default under Section IV of this Agreed Judgment, Defendants agree to waive all claims to homestead exemption of a judgment lien on (1) The Real Property Located at 3945 ROSELAND ST, HOUSTON TX 77006-4922, described as TR 6A BLK 19 LOCKHART CONNOR & BARZIZA, and/or (2) The Real Property Located at 4827 KNICKERBOCKER ST, HOUSTON TX 77035-3427 described as LT 13 BLK 18 WILLOW MEADOWS SEC 2.

5.2 Other Remedies. In the case of default of this Agreed Judgment by any of the Defendants, Plaintiffs' right to enforce this Agreed Judgment is in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including but not limited to civil or criminal contempt proceeding, or any other proceeding a Plaintiff may initiate.

In addition, upon a determination by the Court that a violation of paragraph 3.1(a)–(f), (i), and/or (j) of this Agreed Judgment by one or more Defendants has occurred, Defendants acknowledge and agree that the Court shall order the store location where the violation(s) occurred be closed for a period of one year starting on the date of the Court's determination. In addition, Defendants acknowledge and agree the Court may:

- a. order utility services to the Defendants' store location(s) where the violation(s) occurred be discontinued;
- b. order the certificate of occupancy of the Defendants' store location(s) where the violation(s) occurred be revoked;
- c. limit the hours of operation of the store location(s) where the violation(s) occurred;
- d. order the landlord to terminate the lease of the store location(s) where the violation(s) occurred; and

e. order any other legal remedy available under the laws of the State of Texas, pursuant to Texas Civil Practice and Remedies Code § 125.045(b).

5.3 **Defenses.** Defendants acknowledge and agree that Defendants shall not assert as a defense to any enforcement proceeding of this Agreed Judgment that:

a. One or more Defendants reasonably relied upon any disclaimers on the labeling or packaging of products that are the subject of the enforcement proceeding, including disclaimers stating or conveying that a product is “not for human consumption,” that the product is legal or certified by a laboratory, or similar statements;

b. One or more Defendants did not know the products that are the subject of the enforcement proceeding contained Controlled Substances or Controlled Substance Analogues;

c. Defendants’ officers, agents, servants, employees, and any other person or entity in active concert or participation with them—whether acting directly or through any corporation, company, partnership, trust, entity, subsidiary, division, or other device—acted without the authority of Defendants; or

d. Defendants relied upon representations made by a manufacturer, producer, grower, packager, supplier, distributor, or any other individual, entity, or association that the products that are the subject of the enforcement proceeding were legal or not harmful or other similar representations.

5.4 **Notice to Successors and Assigns.** Defendants agree that the provisions of Section III of this Agreed Judgment are binding upon all successors in interest of and assigns of Defendants. Defendants shall provide written notice to the Plaintiffs of any transfer or assignment of any ownership interest in the Defendants or the Property to any third party, along with the name, address and contact information of the third party, within 15 days of the transfer or assignment.

Defendants shall provide a copy of this Agreed Judgment to successors and assigns of the Defendants.

5.5 **Copy to Landlords.** Defendant Glenn Cohen shall provide a copy of this Agreed Judgment to all current and future landlords from which Defendant Glenn Cohen leases property to operate a business similar the Fantasy store currently located operating at the Property Located at 1412 Westheimer, Houston, Texas.

5.6 **Copy to Employees.** Defendants shall provide a copy of this Agreed Judgment, with Section IV redacted, to all current and future employees and independent contractors who work at or for the benefit of any retail stores operated by one or more of Defendants.

5.7 **Determination.** If Plaintiffs file a contempt proceeding or initiates any other legal proceeding, and the findings of fact resulting from any such proceeding reflect that the Court has determined that one or more Defendants has violated one or more of the terms of this Agreed Judgment, such determination shall constitute a finding that Defendant are in default of this Agreed Judgment and are jointly and severally liable for the balance of the Judgment and Abated Amount.

VI. GENERAL PROVISIONS

6.1 **Enforcement.** The Plaintiffs may institute an action or proceeding to enforce the terms and provisions of this Agreed Judgment. Jurisdiction is retained for the purpose of enabling any party to this Agreed Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Agreed Judgment, for modification of the injunctive provisions hereof, for the enforcement and compliance herewith, and for the pursuit of the appropriate remedies for violations hereof.

6.2 **Preservation of Future Enforcement Action.** Nothing herein precludes law enforcement or the Plaintiffs from enforcing the provisions of this Agreed Judgment, or from pursuing any law

enforcement action with respect to any unrelated acts or practices not covered by this Agreed Judgment or any acts or practices conducted after the Effective Date of this Agreed Judgment.

6.3 Compliance with and Application of State Law. Nothing in this Agreed Judgment shall be construed to limit the authority of the Attorney General, the Harris County Attorney, or the City of Houston from protecting the interests of the State, County, or City. Accordingly, nothing herein relieves Defendants of their continuing duty to comply with applicable laws of the State, County, and City or constitutes authorization by the Plaintiffs for Defendants to engage in acts and practices prohibited by such laws. This Agreed Judgment shall be governed by the laws of the State of Texas.

6.4 Third Parties. This Agreed Judgment is not intended to grant or limit any legal rights or remedies of any nature of any third party. This Agreed Judgment may not be relied upon by third parties to assert or defend any rights or remedies they might have or pursue. This Agreed Judgment shall not affect the rights of the Defendants to retain or renew any existing licenses, or to apply for or be granted new licenses.

6.5 Non-Admission. This Agreed Judgment shall not be construed as, or deemed to be evidence of, an admission or concession on the part of Defendants of any liability or wrongdoing. This Agreed Judgment is not intended to grant or limit any legal rights or remedies of any nature of any third party. This Agreed Judgment may not be relied upon by third parties to assert or defend any rights or remedies they might have or pursue. The Parties enter this Agreed Judgment and Permanent Injunction for the sole purpose of avoiding the uncertainties and costs of litigation and to buy peace of mind.

6.6 Past and Future Practices. Nothing herein constitutes approval or acquiescence by the Plaintiffs of Defendants' past practices, current efforts to reform their practices, or any future

practices which Defendants may adopt or consider adopting. The Plaintiffs' decision to settle this matter or to otherwise unilaterally limit current or future enforcement action does not constitute approval or imply authorization for any past, present, or future business practice.

6.7 **No Change to Substantive Rights.** Nothing herein shall be construed to waive, modify or change any substantive rights of other persons or entities against Defendants or of Defendants against other persons or entities with respect to the acts and practices covered by this Agreed Judgment.

6.8 **Assessment of Court Costs.** The Parties shall bear their own costs.

6.9 **Post-Judgment Interest.** Post-judgment interest shall be five percent (5%) simple interest on the Abated Amount only and shall accrue only if the Abated Amount is not permanently and unconditionally dismissed.

6.10 **Notice.** All notices required by this Agreed Judgment shall be sent by certified or registered mail, return receipt requested, postage prepaid, fax, or by hand delivery to:

If to the STATE: STEPHANIE EBERHARDT
Assistant Attorney General
Consumer Protection Division
Houston Regional Office
808 Travis, Suite 1520
Houston, Texas 77002
Telephone (713) 223-5886
Facsimile (713) 223-5821

ROSEMARIE DONNELLY
Assistant County Attorney
Harris County Attorney's Office
Compliance Practice Group
1019 Congress, 15th Floor
Houston, Texas 77002
Tel: (713) 274-5334
Fax: (713) 274-5147

If to the CITY OF HOUSTON: DAMON CRENSHAW

Sr. Assistant City Attorney
Damon.Crenshaw@houstontx.gov
City of Houston Legal Department
900 Bagby, 3th Floor
Houston, Texas 77002

If to DEFENDANTS:

MICHAEL A. LAMSON
Michael A. Lamson, P.C.
11767 Katy Freeway, Suite 740
Houston, Texas 77079
(713) 526-9269-
(281) 597-8284- (fax)
**Attorney for Defendants Judy Cohen and Revilo,
LLC**

CLYDE W. BURLESON
Burleson & Craig, P.L.L.C.
1533 W. Alabama, Ste. 100
Houston, TX 77006
Tel: (713) 526-2226
Fax: (713) 526-3787
**Attorney for Defendants Fantasy Smoking and
Accessories A/K/A Sheer Fantasy, Inc. and Glenn
Cohen**


JOSHUA M. MILLER
14701 St. Mary's Ln., Suite 315
Houston, Texas 77079
(832) 299-4765 – Office
(866) 542-9854 – Facsimile
Attorney for Defendant Harrison Cohen

DALE F. CARRINGTON
4801 Woodway, Suite 165E
Houston, Texas 77056
Tel. (713) 223-2440
Fax. (713) 229-9931
Attorney for Defendant Alexander Cohen

6.11 **Effective Date.** The effective date of this Agreed Final Judgment is the date signed by the Court.

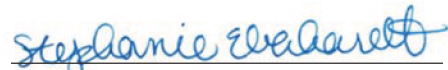
6.12 **Finality.** After signing by the Court, this Agreed Final Judgment constitutes a final judgment and is not appealable. All relief not expressly granted herein is denied.

SIGNED this _____ day of _____, 2018.

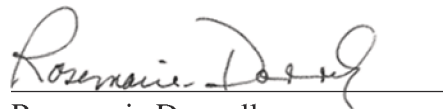
Signed: 
1/30/2018

The Honorable Michael Landrum
District Court Judge
113th Judicial District Court
Harris County, Texas

APPROVED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:



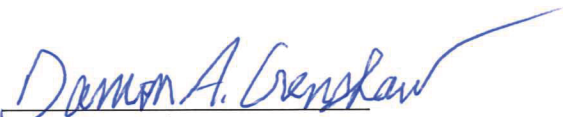
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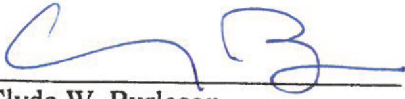
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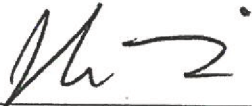
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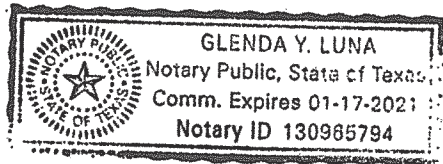
Fantasy Smokers

FANTASY SMOKING AND ACCESSORIES A/K/A SHEER FANTASY, INC.

By: Glen Glenn (name)

Glenn Glenn (title)
President

SUBSCRIBED AND SWORN TO BEFORE ME on this 6 day of December, 2017,
to certify which witness my hand and official seal.



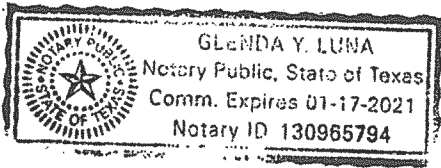
Glenda Y. Luna
NOTARY PUBLIC IN AND FOR
THE STATE OF Texas


My Commission Expires: 01-17-2021



GLENN COHEN

SUBSCRIBED AND SWORN TO BEFORE ME on this 6th day of December 2017,
to certify which witness my hand and official seal.



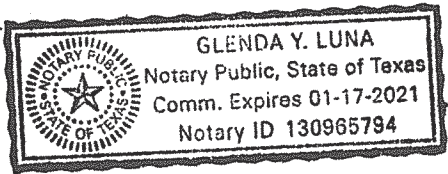


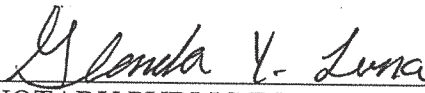
NOTARY PUBLIC IN AND FOR
THE STATE OF Texas

My Commission Expires: 01-17-2021


JUDY COHEN

SUBSCRIBED AND SWORN TO BEFORE ME on this 6th day of December, 2017,
to certify which witness my hand and official seal.



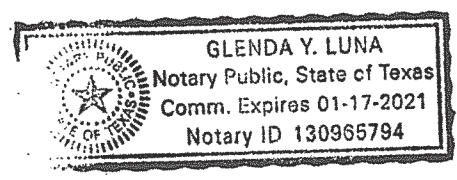

NOTARY PUBLIC IN AND FOR
THE STATE OF Texas

My Commission Expires: 1-17-2021

Revalo, LLC
REVILO, LLC
By: Judith Cohen (name)
General Partner (title)

SUBSCRIBED AND SWORN TO BEFORE ME on this 6th day of December, 2017,
to certify which witness my hand and official seal.

Glenda Y. Luna
NOTARY PUBLIC IN AND FOR
THE STATE OF Texas

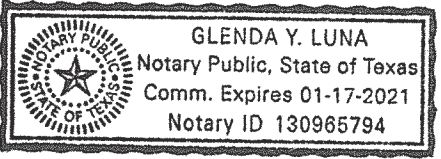


My Commission Expires: 01-17-2021

[Handwritten Signature]

HARRISON COHEN

SUBSCRIBED AND SWORN TO BEFORE ME on this 6th day of December, 2017,
to certify which witness my hand and official seal.



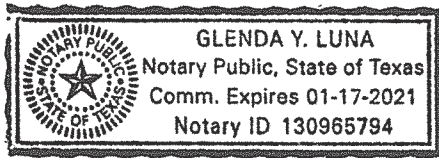
Glenda Y. Luna
NOTARY PUBLIC IN AND FOR
THE STATE OF Texas

My Commission Expires: 1-17-2021

[Handwritten Signature]

ALEXANDER COHEN INDIVIDUALLY AND D/B/A GREEN MOUNTAIN HERBS

SUBSCRIBED AND SWORN TO BEFORE ME on this 7 day of December, 2017,
to certify which witness my hand and official seal.



Glenda Y. Luna
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires: 01-17-2021



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this February 1, 2018

Certified Document Number: 78400306 Total Pages: 30

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com