

1 Aqua Terra Aeris (ATA) Law Group
2 MATTHEW C. MACLEAR, SBN 209228
3 ANTHONY M. BARNES, SBN 199048
4 828 San Pablo Avenue, Suite 115B
5 Albany, CA 94706
6 Telephone: (415) 568 5200
7 E-mail: mcm@atalawgroup.com

8 **Attorneys for Plaintiff**
9 *Center for Advanced Public Awareness, Inc. ("CAPA")*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11
12 COUNTY OF SANTA CLARA

13 **CENTER FOR ADVANCED PUBLIC**
14 **AWARENESS, INC.**, a California
15 nonprofit corporation,
16 Plaintiff,

17 vs.

18 **GWS HEALTH, INC., doing business as**
19 **THE GUILD**, a California corporation;
20 and **DOES 1-25**, inclusive,
21 Defendant.

No. 17CV311161

[STIPULATED] CONSENT JUDGMENT

(Health & Safety Code § 25249.6 *et seq.*)

BY FAX

22 **1. INTRODUCTION**

23 1.1 On May 31, 2017, Plaintiff CENTER FOR ADVANCED PUBLIC AWARENESS,
24 INC. ("CAPA"), a non-profit corporation, in the public interest as a private enforcer, commenced
25 this action by filing a Complaint for Permanent Injunction, Civil Penalties and Other Relief (the
26 "Complaint") pursuant to the provisions of California Health and Safety Code, section 25249.5 *et*
27 *seq.* ("Proposition 65"), against GWS HEALTH, INC., doing business as THE GUILD
28 ("Defendant") in Santa Clara County Superior Court Case No. 17CV311161 ("Action"). In this
action, CAPA alleges that Defendant produced, processed, marketed, offered to sell, sold, and/or
distributed for sale in the State of California marijuana intended for smoking, the consumption and
use of which results in the generation of marijuana smoke, without first providing the clear and

CASE NO. 17CV311161

CAPA V. GWS HEALTH, INC., D.BA. THE GUILD
CONSENT JUDGMENT

(ENDORSED)
FILED
NOV 29 2017
Clerk of the Court
Superior Court of CA County of Santa Clara
BY A. Barnes DEPUTY

1 reasonable exposure warning required by Proposition 65. Marijuana smoke is listed pursuant to
2 Proposition 65 as a chemical that is known to the State of California to cause cancer. These
3 products, including flowers, leaves, stems, and other organic parts of marijuana plants (referred to
4 hereinafter individually as a "Subject Product" or collectively as "Subject Products") are cannabis
5 or marijuana intended for combustion via smoking and then inhalation. The intended and
6 foreseeable consumption and use (inhalation) of the Subject Products that are produced, processed,
7 marketed, distributed, offered for sale and/or sold by Defendant in California allegedly results in
8 exposures to marijuana smoke. Plaintiff alleges such exposures require a clear and reasonable
9 Proposition 65 warning, but no such warning was given.

10 1.2 CAPA and Defendant are hereinafter referred to individually as a "Party" or
11 collectively as the "Parties."

12 1.3 CAPA is a California non-profit corporation that, among other purposes and causes it
13 is dedicated to, provides information about the hazards of toxins in consumer products, protects the
14 public health by preventing pollution and toxics from being discharged, released or emitted into the
15 environment, and enforces state and federal laws in protection of consumers and the environment.

16 1.4 Defendant is a California non-profit corporation that, among other purposes and
17 causes it is dedicated to, provides medical cannabis to ill Californians pursuant to the current laws
18 of the State of California and the current laws of the City of San Jose. Defendant is a collective and
19 only provides products to its registered patient members.

20 1.5 For purposes of this Consent Judgment, the Parties agree that Defendant is a business
21 entity that has employed ten or more persons for part of the alleged violation period, and qualifies
22 as a "person in the course of doing business" within the meaning of Proposition 65. Defendant
23 provides the Subject Products to registered members.

24 1.6 The Complaint is based on allegations contained in CAPA's Notice of Violation
25 dated January 20, 2017, that was served on the California Attorney General, other public enforcers,
26 and Defendant ("Notice of Violation" or "NOV"). More than 60 days, plus five (5) days for
27 mailing, have passed since the NOV was mailed and uploaded to the Attorney General's website,
28

1 and no designated governmental entity has diligently prosecuted this matter, as exemplified by the
2 filing of the Complaint against Defendant with regard to the Subject Products or the alleged
3 violations.

4 1.7 CAPA's NOV and Complaint allege that use of the Subject Products exposes
5 persons in California to marijuana smoke without first providing clear and reasonable warnings in
6 violation of California Health and Safety Code, section 25249.6. Defendant denies all material
7 allegations contained in the Notice and Complaint.

8 1.8 The Parties have entered into this Consent Judgment in order to settle, compromise
9 and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent
10 Judgment shall constitute or be construed as an admission by any of the Parties, or by any of their
11 respective officers, directors, shareholders, employees, agents, parent companies, or its subsidiaries
12 or divisions. Except for the representations made above, nothing in this Consent Judgment shall be
13 construed as an admission by the Parties of any fact, issue of law, or violation of law, nor shall
14 compliance with this Consent Judgment be construed as an admission by the Parties of any fact,
15 issue of law, or violation of law, at any time, for any purpose.

16 1.9 Except as expressly set forth herein, nothing in this Consent Judgment shall
17 prejudice, waive, or impair any right, remedy, argument, or defense the Parties have in any other or
18 future legal proceeding unrelated to these proceedings.

19 1.10 The "Effective Date" of this Consent Judgment is the date on which this Court
20 approves and the Judgment becomes final.

21 **2. JURISDICTION AND VENUE**

22 2.1 The Parties stipulate and agree that the Superior Court of California, County of Santa
23 Clara has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction
24 over the Parties to this Final Judgment. The Parties further stipulate that venue is proper in Santa
25 Clara County, and that this Court has jurisdiction and authority to enter a full and final resolution of
26 all claims, which were or could have been brought in this action based on the allegations contained
27 in the NOV and/or Complaint.

28

1 **3. INJUNCTIVE RELIEF AND WARNINGS TO BE PROVIDED**

2 **3.1** Pursuant to the provisions of California Health & Safety Code, section 25249.7,
3 subdivision (a), Defendant shall be enjoined to comply with, and prohibited from violating or
4 threatening to violate 24249.6 et seq., and its implementing regulations California Code of
5 Regulations, title 27, sections 25601 et seq., as may be revised.

6 Commencing on or before the Effective Date, and for a period of three (3) years thereafter,
7 Defendant shall be enjoined to provide a Clear and Reasonable Warning as set forth in Section 3.2.

8 Nothing in this Consent Judgment shall be interpreted to prohibit Defendant from modifying
9 the warning text to also reference reproductive harm in compliance with California Code of
10 Regulations, title 27, sections 25601 *et seq.*, as may be amended. At its sole discretion, Defendant
11 may use additional Proposition 65 warning text, consistent with California Code of Regulations,
12 title 27, section 25601 *et seq.*, as may be amended, regarding reproductive harm should Defendant
13 supply, manufacture, distribute, offer for sale or sell such products requiring a reproductive harm
14 warning. If Defendant is required to provide a warning for reproductive harm, Defendant may use
15 the bracketed language, below in Section 3.2.1, without further approval by the Court.

16 **3.2 Clear and Reasonable Warnings**

17 **3.2.1 In-Store or Product Label Warnings.** Defendant shall either 1) post in-
18 store warning signs ("In-Store Warnings") or 2) affix a warning label to the packaging, labeling, or
19 directly on each Subject Product ("Product Label Warning") sold in retail store(s) or through a
20 delivery service, if any, in California.

21 In-Store Warnings shall be provided at two or more of the following locations: a) at or near
22 each cash register in the store; b) at or near each display case in the store; or c) at or near the
23 entrance to the store. The warnings shall be at least 8 inches by 10 inches, and posted at a height
24 and location that will make it conspicuous and easy to read for the average person. The text of the
25 warning shall be printed in black ink, in a font that is easy to read and legible, but in no case less
26 than a size 34 font.

27


28

1 The text of Product Label Warnings shall be printed in black ink, in a font that is easy to
2 read and legible. The warning text shall be in a type size no smaller than the largest type size used
3 for other consumer information on the product and, in no case, shall the warning appear in a type
4 size smaller than 6-point type. The warning shall be securely affixed to (via a label) or printed upon
5 the container, label, or labeling of each Subject Product. Employees may not write over the text of
6 the warning for any reason.


7 The warning must be substantially similar to the following and may also include, but is not
8 required to include, a warning concerning birth defects or other reproductive harm (bracketed []
9 language below may be added at the sole discretion of Defendant):

10 **WARNING: This product contains a chemical (Marijuana Smoke) known to**
11 **the State of California to cause cancer [and other chemicals that**
12 **may cause birth defects or other reproductive harm].**

13 or

14  **WARNING: Smoking [or consuming] marijuana products can expose you to**
15 **chemicals including marijuana smoke, which is known to the**
16 **State of California to cause cancer[, and _____, which is known to**
17 **the State of California to cause birth defects or other**
reproductive harm]. For more information go to
www.P65Warnings.ca.gov.

18 or

19  **WARNING: Cancer [and Reproductive Harm]- www.P65Warnings.ca.gov.**

20
21 If, as set forth above, a Product Label Warning label is utilized, then no other warnings are
22 required.

23 If a Product Label Warning label is not utilized and only an In-Store Warning is utilized,
24 then Defendant must also provide one of the following warnings as set forth in Sections 3.2.2 and
25 3.2.3;

1 **3.2.2 Internet Website Warning.** If Defendant maintains a website, then, for all
2 Subject Products that are advertised on a website as offered for sale at Defendant's dispensary or
3 available for delivery directly to Defendant's dispensary members, a warning that complies with the
4 content requirements of Section 25603(a) and Section 3.2.1 above must also be provided by
5 including either the warning or a clearly marked hyperlink using the word "WARNING" on the
6 Subject Product display page, or by otherwise prominently displaying the warning to the purchaser
7 prior to completing the purchase. If an on-product warning is provided as set forth above, the
8 warning provided on the website may use the same content as the on-product warning. No
9 statements, whether intended or reasonably likely to have the effect of diminishing the meaning or
10 impact of, or decreasing the clarity or conspicuousness of, shall accompany the warning such that it
11 may affect how the warning is understood by a lay consumer/patient.

12 **3.2.3 Membership Warning.** Defendant shall provide a warning in its
13 Membership Agreement which states "**WARNING: Certain products, dispensed at our**
14 **dispensary, can expose you to chemicals including Marijuana Smoke, which is known to the**
15 **state of California to cause cancer[, and _____, which is known to the State of California to**
16 **cause birth defects or other reproductive harm]. For more information, go to**
17 www.P65Warnings.ca.gov." This Warning shall be printed in black ink, in a font that is no smaller
18 than the type on the rest of the page, and separated from its surrounding text.

19 **4. SETTLEMENT PAYMENT**

20 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
21 attorney's fees, and costs, Defendant shall pay \$49,500.00 ("Total Settlement Amount"). One half
22 of the Total Settlement Amount (\$24,750.00) shall be paid within seven (7) days of the Effective
23 Date, and the final half of the Total Settlement Amount (\$24,750.00) shall be paid within twenty-
24 one (21) days after the Effective Date.

25 The Total Settlement Amount shall be apportioned as follows:

26 **4.2 Penalty Amount: \$9,190.00** shall be considered a civil penalty pursuant to
27 California Health and Safety Code section 25249.7, subdivision (B)(1). CAPA shall remit 75% of
28

1 the civil penalty, or \$6,892.50, to the Office of Environmental Health Hazard Assessment
2 ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance
3 with California Health and Safety Code, section 25249.12, subdivision (c). CAPA will retain the
4 remaining 25%, or \$2,297.50, of the civil penalty.

5 **4.3 Costs: \$1,366.00** shall be distributed to CAPA as reimbursement for reasonable
6 costs incurred in bringing this action.

7 **4.4 Attorneys' Fees Amount: \$33,430.00** shall be distributed to Aqua Terra Aeris Law
8 Group ("ATA") for legal fees and costs incurred as a result of this matter, including investigating,
9 bringing this matter to Defendant's attention, litigating, and negotiating a settlement in the public
10 interest. Defendant shall make the payment by wire transfer to ATA's escrow account, for which
11 ATA will give Defendant the necessary account information, or other reasonable commercial
12 method pursuant to timeline in Section 4.1, above, once the Court approves and enters this Consent
13 Judgment.

14 **4.5 Additional Settlement Payment: \$5,514.00** shall be distributed to CAPA as an
15 Additional Settlement Payment ("ASP"), pursuant to California Code of Regulations, title 27,
16 sections 3203, subdivision (d), and 3204. CAPA will utilize the ASP for activities that address the
17 same public harm as alleged in the NOV. These activities are detailed below and support CAPA's
18 overarching goal of reducing use, misuse and exposure to hazardous and toxic chemicals, fostering
19 and increasing the public awareness of chemicals inherent in consumer products, facilitating a safe
20 environment for consumers and employees, and encouraging corporate responsibility. CAPA
21 believes its activities have had, and will continue to have, a direct and primary effect within the
22 State of California because California consumers will be benefitted by the reduction of exposure to
23 marijuana smoke and increase informed choices made by patients and consumers by providing clear
24 and reasonable warnings to California consumers prior to exposure resulting from purchase of the
25 Subject Products.

26 CAPA on its own and not Defendant's behalf hereby provides the following list of activities
27 CAPA engages in to protect California consumers through Proposition 65 citizen enforcement,
28

1 along with a breakdown of how ASP funds will be utilized to facilitate those activities: (1)
2 ENFORCEMENT (70%-80%): investigating, obtaining, shipping, analyzing, and/or testing Subject
3 Products that may contain carcinogenic chemicals contained in marijuana smoke and are sold to and
4 expose California consumers to chemicals listed under Proposition 65; continued monitoring and
5 enforcement of past consent judgments and settlements to ensure companies are in compliance with
6 their obligations thereunder, with a specific focus on those judgments and settlements concerning
7 chemicals of concern (which necessarily includes additional work, investigating, purchasing,
8 processing, analyzing and/or testing consumer products; litigating matters that result in settlements,
9 judgments, defaults, bankruptcies, or dismissals); (2) PUBLIC OUTREACH (up to 5%): public
10 outreach programs including maintaining CAPA's blog, website, and social media accounts; (3)
11 SPECIAL PROJECTS (up to 5%): projects including obtaining expert and legal opinions not
12 specific to any one case that are necessary to the continued private enforcement of Proposition 65;
13 and/or (4) PRODUCT DATABASE (up to 5%): maintaining a database with all products sold to
14 California consumers that CAPA has obtained which could cause an exposure to marijuana smoke
15 or other toxic, carcinogenic or reproductive harms.

16 CAPA will maintain adequate records to document that the funds paid as an ASP are spent
17 on the activities described herein. CAPA shall provide the Attorney General, within thirty days of
18 any request, copies of documentation demonstrating how such funds have been spent.

19 4.6 In the event that Defendant fails to remit the Total Settlement Payment owed under
20 Section 4 of this Consent Judgment within twenty-one (21) days of the Effective Date, Defendant
21 shall be deemed to be in material breach of its obligations under this Consent Judgment. CAPA
22 shall provide written notice of the delinquency to Defendant's counsel via electronic mail. If
23 Defendant fails to deliver the Total Settlement Payment within five (5) after the written notice, the
24 Total Settlement Payment shall become immediately due and payable and shall accrue interest at
25 the statutory judgment interest rate provided in the Code of Civil Procedure, section 685.010.
26 Additionally, Defendant agrees to pay ATA's reasonable attorney fees and costs for any efforts to
27 collect the payment due under this Consent Judgment.

28

1 4.7 Defendant shall provide CAPA's counsel with separate 1099 forms for each of its
2 payments under this Consent Judgment to:

3 (a) "Office of Environmental Health Hazard Assessment," P.O. Box 4010,
4 Sacramento, CA 95814 (EIN: 68-0284486) for civil penalties paid;

5 (b) "Center for Advanced Public Awareness, Inc.," whose address and tax
6 identification number shall be furnished after this Consent Judgment has been
7 fully executed by the Parties, for its 25% portion of penalties, additional
8 settlement payments and reasonable costs incurred in bringing this action,
9 pursuant to Sections 4.2 and 4.3, respectively.

10 (c) "Aqua Terra Aeris Law Group," for attorneys' fees and costs reimbursed
11 pursuant to Section 4.4.

12 For any payment that is returned for insufficient funds, payment must be made by a
13 cashier's check within ten (10) calendar days of notification of insufficient funds.

14 **5. CLAIMS COVERED AND RELEASED**

15 **5.1 Plaintiff's Public Binding Release of Proposition 65 Claims.** This Consent
16 Judgment is a full, final, and binding resolution between CAPA, acting on behalf of itself and in the
17 public interest, and Defendant, and its parents, subsidiaries, directors, members, officers,
18 employees, attorneys, and for those affiliated entities under common ownership (collectively,
19 "Releasees") related to any violation of Proposition 65 that was or could have been asserted by
20 CAPA, on behalf of itself, against Releasees for unwarned exposures to marijuana smoke from the
21 Subject Products produced, processed, marketed, offered for sale, sold or distributed for sale in
22 California by Defendant prior to the Effective Date. Compliance with the terms of this Consent
23 Judgment constitutes compliance with Proposition 65 with respect to exposures to marijuana smoke
24 from the Products sold by or through Defendant after the Effective Date.

25 **5.2 CAPA's Individual Release of Claims.** CAPA, on its own behalf, also provides a
26 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all
27 actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims,
28

1 liabilities and demands of CAPA of any nature, character or kind, whether known or unknown,
2 suspected or unsuspected, arising out of alleged or actual exposures to marijuana smoke in the
3 Subject Products grown, cultivated, processed or sold or distributed for sale by Defendant in
4 California before the Effective Date.

5 **5.3 Defendant's Release of CAPA.** Defendant, on its own behalf and on behalf of its
6 past and current agents, members, representatives, attorneys, successors, and assignees, hereby
7 waives any and all claims that it may have against CAPA and its attorneys and other
8 representatives, for any and all actions taken or statements made (or those that could have been
9 taken or made) by CAPA and its attorneys and other representatives, whether in the course of
10 investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter.

11 **5.4 California Civil Code, Section 1542.** It is possible that other claims not known to
12 the Parties arising out of the facts alleged in the Notice and relating to the Subject Products will
13 develop or be discovered. CAPA on its behalf only, on one hand, and Defendant, on the other hand,
14 acknowledge that this Consent Judgment is expressly intended to cover and include all such claims
15 up through the Effective Date, including all rights of action therefor. CAPA and Defendant
16 acknowledge that the claims released in Sections 5.2 and 5.3 above may include unknown claims,
17 and nevertheless waive California Civil Code, section 1542 as to any such unknown claims.
18 California Civil Code, section 1542 reads as follows:

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
20 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS**
21 **OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,**
22 **WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
23 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

24 CAPA and Defendant each acknowledge and understand the significance and consequences
25 of this specific waiver of California Civil Code, section 1542.

26 **6. COURT APPROVAL**

27 This Consent Judgment has no force or effect until it is approved and entered by the Court
28 and shall be null and void if, for any reason, it is not approved and entered by the Court within one
year after it has been fully executed by all Parties.

1 **7. SEVERABILITY**

2 If, subsequent to the execution of this Consent Judgment, any provision of this Consent
3 Judgment is held by a court to be unenforceable, the validity of the remaining provisions shall not
4 be adversely affected.

5 **8. GOVERNING LAW AND CONTINUING JURISDICTION**

6 The terms of this Consent Judgment shall be governed by the laws of the state of California
7 and apply within the state of California. Pursuant to Code of Civil Procedure section 664.6, the
8 Court retains jurisdiction over this matter and terms of the Judgment contained herein. In the event
9 Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to
10 the Subject Products, then Defendant may provide written notice to CAPA of any asserted change
11 in the law, and have no further obligations pursuant to this Consent Judgment, with respect to, and
12 to the extent that, the Subject Products are so affected. Nothing in this Consent Judgment shall be
13 interpreted to relieve Defendant from any obligation to comply with any pertinent state laws
14 concerning labeling, warning or toxics in consumer products. If OEHHA or other governmental
15 body with authority promulgates regulations setting forth warning text and/or methods of
16 transmission required or permitted to be used under Proposition 65 for exposures to marijuana
17 smoke in the Subject Products as defined herein, then at its sole discretion Defendant may use such
18 other warning text and/or method of transmission, without being deemed in breach of this Consent
19 Judgment, provided that Defendant sends written notice of this decision and includes the content
20 and means of transmission of the warning to CAPA sixty (60) days in advance of implementing any
21 such changes. CAPA shall have an opportunity to provide comments and to meet and confer
22 regarding the proposed changes before they are fully implemented.

23 **9. NOTICES**

24 Unless specified herein, all correspondence and notices required to be provided pursuant to
25 this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class mail,
26 registered or certified, with return receipt requested; or (iii) a recognized overnight courier on any
27 party by the other party at the following addresses:

28

1 **For Defendant:**

2 GWS Health, Inc.
3 ATTN: Eugenia Flores
4 2943 Daylight Way
5 San Jose, CA 95111

6 With a copy to:
7 Roberts ♦ Elliott, A Law Corporation
8 c/o James Roberts
9 150 Almaden Blvd.
10 Suite 950
11 San Jose, CA 95113

12 **For CAPA:**

13 Executive Director
14 Center for Advanced Public Awareness, Inc.
15 180 Promenade Cir.
16 Sacramento, CA 95834

17 With a copy to:
18 Aqua Terra Aeris Law Group
19 c/o Matthew Maclear
20 828 San Pablo Avenue, Suite 115B
21 Albany, CA 94706

22 Any Party may change its notice name and address by informing the other party in writing,
23 but no change is effective until proof of receipt is confirmed. All notices and other communications
24 required or permitted under this Final Judgment that are properly addressed as provided in this
25 paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective
26 five (5) days following deposit in the United States mail, postage prepaid, if delivered by First Class
27 mail.

28 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

This Consent Judgment may be executed in counterparts, and by facsimile or portable document format (PDF) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

11. POST EXECUTION ACTIVITIES

CAPA agrees to comply with the reporting form requirements referenced in Health & Safety Code, section 25249.7, subdivision (f). The Parties further acknowledge that, pursuant to Health &

1 Safety Code, section 25249.7, subdivision (f), a noticed motion is required to obtain judicial
2 approval of the settlement. In furtherance of obtaining such approval, CAPA and Defendant agree
3 to mutually employ their best efforts, and that of their counsel, to support the entry of this
4 agreement as a Consent Judgment, and to obtain judicial approval of the settlement in a timely
5 manner. If the Attorney General objects to any term in this Consent Judgment, the Parties shall use
6 their best individual and collective efforts to resolve the concern in a timely manner, and if possible
7 in advance of the hearing on the motion to approve settlement. If the Court does not approve of the
8 Stipulated Consent Judgment, it shall be void or voided and have no force or effect.

9 **12. MODIFICATION**

10 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and
11 upon entry of a modified consent judgment by the Court thereon; or (ii) upon successful motion or
12 application of any Party and the entry of a modified consent judgment by the Court.

13 **13. AUTHORIZATION**

14 The undersigned are authorized to executed this Consent Judgment on behalf of their
15 respective Parties and have read, understood and agree to all of the terms and conditions of this
16 Consent Judgment.

17 **14. DRAFTING**

18 It shall be conclusively presumed that the Parties participated equally in the drafting of this
19 Consent Judgment. The Parties discussed each and every term and provision, and the meaning
20 thereof, in advance of executing this stipulation. Each Party has had an opportunity to fully discuss
21 the terms and conditions with legal counsel.

22 **15. ENFORCEMENT**

23 If a dispute arises with respect to either Party's compliance with the terms of this Consent
24 Judgment entered by the Court, the Parties shall meet and confer in person, in writing or via
25 telephone to attempt to resolve the dispute in an amicable and amenable fashion. No action or
26 motion may be filed unless such a good faith attempt to resolve the dispute occurs before such a
27 filing.

28

1 CAPA may, by motion or order to show cause before this Court, seek to enforce the terms
2 and conditions contained in this Consent Judgment. CAPA may seek whatever penalties/fines,
3 costs, fees or other remedies are provided for in the Consent Judgment or allowed by law for failure
4 to comply with the Consent Judgment. To the extent that the alleged failure to comply with the
5 Consent Judgment constitutes a violation of Proposition 65 or other laws, CAPA shall not be
6 limited to enforcement of this Consent Judgment and may seek, in a separately filed action,
7 whatever penalties/fines, costs, fees or other remedies as provided for by law for failure to comply
8 with Proposition 65 or other law(s).

9 **16. ENTIRE AGREEMENT**

10 This Consent Judgment contains the sole and entire agreement and understanding of the
11 Parties with regard to this matter, including any and all prior discussions, negotiations,
12 commitments or understanding related thereto. No representations, oral, written or otherwise,
13 express or implied, unless specifically referred to herein shall be deemed to exist or to bind any
14 Party as it relates to the allegations made in this action.

15 **17. STIPULATED REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND**
16 **ENTRY OF CONSENT JUDGMENT**

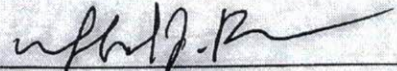
17 This Consent Judgment has come before the Court upon request of the Parties for the Court
18 to fully review its terms and to be fully informed regarding the matters which are the subject of this
19 action, and to:

- 20 (1) Find the terms and provisions of this Consent Judgment represent a fair and equitable
21 settlement of all matters raised by the allegations of the Complaint, that the matter
22 has been diligently prosecuted and that the public interest is served by such
23 settlement; and
24 (2) Make the statutory findings required pursuant to Health and Safety Code section
25 25249.7, subdivision (f)(4), approve the settlement and approve this Consent
26 Judgment.

1 **IT IS SO STIPULATED.**

CENTER FOR ADVANCED PUBLIC
AWARENESS, INC.

2
3 DATED: 9/15/17

4 BY: 
5 Clifford Brechner
6 Executive Director

7 GWS HEALTH, INC., doing business as THE
8 GUILD

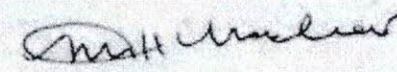
9 DATED: _____

10 BY: _____
11 Eugenia Flores
12 CEO

13 **APPROVED AS TO FORM:**

AQUA TERRA AERIS LAW GROUP, LLP

14 DATED: September 15, 2017

15 BY: 
16 Matthew Maclear
17 Attorneys for Plaintiff Center for
18 Advanced Public Awareness, Inc.

ROBERTS ♦ ELLIOTT, A Law Corporation

19 DATED: _____

20 BY: _____
21 James Roberts
22 Attorneys for Defendant
23 GWS Health, Inc. dba The Guild

ORDER AND JUDGMENT

24 Based upon the Parties' stipulation, and good cause appearing therefor, this Consent
25 Judgment is approved and Judgment is hereby entered according to its terms.

26 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

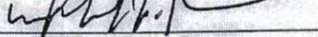
27 Date: _____

28 _____
29 Judge of the Superior Court

1 **IT IS SO STIPULATED.**

CENTER FOR ADVANCED PUBLIC
AWARENESS, INC.

2
3 DATED: 9/15/17

4 BY: 
5 Clifford Brechner
6 Executive Director

7 SOUTH BAY HEALING CENTER, INC.,
8 d.b.a. AIRFIELD SUPPLY CO.

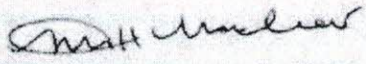
9 DATED: _____

10 BY: _____
11 Marc Matulich
12 Title: _____

13 **APPROVED AS TO FORM:**

AQUA TERRA AERIS LAW GROUP, LLP

14 DATED: September 15, 2017

15 BY: 
16 Matthew Maclear
17 Attorneys for Plaintiff Center for
18 Advanced Public Awareness, Inc.

ROBERTS ♦ ELLIOTT, A Law Corporation

19 DATED: _____

20 BY: _____
21 James Roberts
22 Attorneys for Defendant
23 South Bay Healing Center, Inc., d.b.a.
24 Airfield Supply Co.

25 **ORDER AND JUDGMENT**

26 Based upon the Parties' stipulation, and good cause appearing therefor, this Consent
27 Judgment is approved and Judgment is hereby entered according to its terms.

28 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

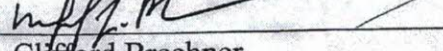
Date: _____

Judge of the Superior Court

1 **IT IS SO STIPULATED.**

2 CENTER FOR ADVANCED PUBLIC
3 AWARENESS, INC.

4 DATED: 9/15/17

5 BY: 
6 Clifford Brechner
7 Executive Director

8 SOUTH BAY HEALING CENTER, INC.,
9 d.b.a. AIRFIELD SUPPLY CO.

10 DATED: _____

11 BY: _____
12 Marc Matulich
13 Title: _____

14 **APPROVED AS TO FORM:**

15 AQUA TERRA AERIS LAW GROUP, LLP

16 DATED: _____

17 BY: _____
18 Matthew Maclear
19 Attorneys for Plaintiff Center for
20 Advanced Public Awareness, Inc.

21 ROBERTS ♦ ELLIOTT, A Law Corporation

22 DATED: _____

23 BY: _____
24 James Roberts
25 Attorneys for Defendant
26 South Bay Healing Center, Inc., d.b.a.
27 Airfield Supply Co.

28 **ORDER AND JUDGMENT**

Based upon the Parties' stipulation, and good cause appearing therefor, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date: _____

Judge of the Superior Court

1 IT IS SO STIPULATED.

2 CENTER FOR ADVANCED PUBLIC
3 AWARENESS, INC.

4 DATED: _____

5 BY: _____
6 Clifford Brechner
7 Executive Director

8 GWS HEALTH, INC., doing business as THE
9 GUILD

10 DATED: 9-20-2017

11 BY: *Eugenia Flores*
12 Eugenia Flores
13 CEO

14 APPROVED AS TO FORM:

15 AQUA TERRA AERIS LAW GROUP, LLP

16 DATED: _____

17 BY: _____
18 Matthew Maclear
19 Attorneys for Plaintiff Center for
20 Advanced Public Awareness, Inc.

21 ROBERTS ♦ ELLIOTT, A Law Corporation

22 DATED: 9-22-17

23 BY: _____
24 James Roberts
25 Attorneys for Defendant
26 GWS Health, Inc. dba The Guild

27 **ORDER AND JUDGMENT**

28 Based upon the Parties' stipulation, and good cause appearing therefor, this Consent
Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

NOV 21 2017

James L. Stoelker

Date: _____

Judge of the Superior Court