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CLERK OF THE COURT
SUPERIOR COURT OF CA
COUNTY OF SANTA CLARA
BY S. Alvarez DEPUTY

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5 **Attorneys for Plaintiff**

6 *Center for Advanced Public Awareness, Inc. ("CAPA")*

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8
9 COUNTY OF SANTA CLARA

10 **CENTER FOR ADVANCED PUBLIC**
11 **AWARENESS, INC.**, a California
nonprofit corporation,
12 Plaintiff,

13 vs.

14 **WHITE FIRE, INC.**, a California
15 corporation; and **DOES 1-25**, inclusive,
16 Defendant.

No. 17CV307656

[STIPULATED] CONSENT JUDGMENT

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

17 **1. INTRODUCTION**

18 **1.1** On March 21, 2017, Plaintiff CENTER FOR ADVANCED PUBLIC
19 AWARENESS, INC. ("CAPA"), a non-profit corporation, in the public interest as a private
20 enforcer, commenced this action by filing a Complaint for Permanent Injunction, Civil Penalties
21 and Other Relief (the "Complaint") pursuant to the provisions of California Health and Safety Code,
22 section 25249.5 *et seq.* ("Proposition 65"), against WHITE FIRE, INC. ("Defendant") in Santa
23 Clara County Superior Court Case No. 17CV307656 ("Action"). In this action, CAPA alleges that
24 Defendant produced, processed, marketed, offered to sell, sold, and/or distributed for sale in the
25 State of California marijuana intended for smoking, the consumption and use of which results in the
26 generation of marijuana smoke, without first providing the clear and reasonable exposure warning
27 required by Proposition 65. Marijuana smoke is listed pursuant to Proposition 65 as a chemical that
28

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

8 **1.2** CAPA and Defendant are hereinafter referred to individually as a “Party” or
9 collectively as the “Parties.”

10 **1.3** CAPA is a California non-profit corporation that, among other purposes and causes it
11 is dedicated to, provides information about the hazards of toxins in consumer products, protects the
12 public health by preventing pollution and toxics from being discharged, released or emitted into the
13 environment, and enforces state and federal laws in protection of consumers and the environment.

14 **1.4** Defendant is a California non-profit corporation that, among other purposes and
15 causes it is dedicated to, provides medical cannabis to ill Californians pursuant to the laws of the
16 State of California and the laws of the City of San Jose. Defendant is a collective and only provides
17 products to its registered patients and members.

18 **1.5** For purposes of this Consent Judgment, the Parties agree that Defendant is a business
19 entity that has employed ten or more persons for or a portion of the alleged violation period, and
20 qualifies as a “person in the course of doing business” within the meaning of Proposition 65.
21 Defendant provides the Subject Products to registered members.

22 **1.6** The Complaint is based on allegations contained in CAPA’s Notice of Violation
23 dated January 11, 2017, that was served on the California Attorney General, other public enforcers,
24 _____

25 ¹ Many of the chemical constituents that have been identified in marijuana smoke are carcinogens. The following 33
26 marijuana smoke constituents are listed under Proposition 65 as causing cancer: acetaldehyde, acetamide, acrylonitrile,
27 4-aminobiphenyl, arsenic, benz[a]anthracene, benzene, benzo[a]pyrene, benzo[b]fluoranthene, benzo[j]fluoranthene,
28 benzo[k]fluoranthene, benzofuran, 1,3-butadiene, cadmium, carbazole, catechol, chromium (hexavalent compounds),
chrysene, dibenz[a,h]anthracene, dibenz[a,i]pyrene, dibenzo[a,e]pyrene, diethylnitrosamine, dimethylnitrosamine,
formaldehyde, indeno[1,2,3,- c,d]pyrene, isoprene, lead, mercury, 5-methylchrysene, naphthalene, nickel, pyridine, and
quinoline.

1 and Defendant (“Notice of Violation” or “NOV”). More than 60 days, plus five (5) days for
2 mailing, have passed since the NOV was mailed and uploaded to the Attorney General’s website,
3 and no designated governmental entity has diligently prosecuted this matter, as exemplified by the
4 filing of the Complaint against Defendant with regard to the Subject Products or the alleged
5 violations.

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

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

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

21 **1.10** The “Effective Date” of this Consent Judgment is the date on which this Court
22 approves and enters the Judgment.

23 **2. JURISDICTION AND VENUE**

24 **2.1** The Parties stipulate and agree that the Superior Court of California, County of Santa
25 Clara has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction
26 over the Parties to this Final Judgment. The Parties further stipulate that venue is proper in Santa
27 Clara County, and that this Court has jurisdiction and authority to enter a full and final resolution of
28

1 all claims which were or could have been brought in this action based on the allegations contained
2 in the NOV and/or Complaint.

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

4 **3.1** Commencing on the Effective Date, pursuant to the provisions of California Health
5 & Safety Code, section 25249.7, subdivision (a), Defendant is enjoined and prohibited from
6 violating or threatening to violate 24249.6 *et seq.*, and its implementing regulations, California
7 Code of Regulations, title 27, sections 25601 *et seq.*

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

15 In addition, nothing in this Consent Judgment shall be interpreted to prohibit Defendant
16 from providing other Proposition 65 warnings, as applicable to other products, and at its sole
17 discretion, Defendant may provide other Proposition 65 warnings without being in breach of this
18 Consent Judgment, so long as any warning provided is consistent with California Code of
19 Regulations, title 27, section 25601 *et seq.*

20 **3.2 Clear and Reasonable Warnings**

21 **3.2.1 In-Store or Product Label Warnings.** Defendant shall either: 1) post in-
22 store warning signs (“In-Store Warnings”) or 2) affix a warning label to the packaging, labeling, or
23 directly on each Subject Product (“Product Label Warning”) sold in retail store(s) or through a
24 delivery service, if any, in California.

25 In-Store Warnings shall be provided at two or more of the following locations: a) at or near
26 each cash register in the store; b) at or near each display case containing Subject Products in the
27 store; or c) at or near the entrance to the store. The warnings shall be at least 8 inches by 10 inches,
28 and posted at a height and location that will make it conspicuous and easy to read for the average

1 person. The text of the warning shall be printed in black ink, in a font that is easy to read and
2 legible, but in no case less than a size 34 font.

3 The text of a Product Label Warning shall be printed in black ink, in a font that is easy to
4 read and legible, in the same type size or larger than the Subject Product's description text. The
5 warning shall be securely affixed to (via a label) or printed upon the container, label, or labeling of
6 each Subject Product. Employees may not write over the text of the warning for any reason.

7 The warning must be substantially similar to the following and may also include a warning
8 concerning birth defects or other reproductive harm (bracketed [] language below may be added at
9 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**
18 **reproductive harm]. For more information go to**
19 **www.P65Warnings.ca.gov.**

18 or

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

20 **3.2.2 Internet Website Warning.** For all Subject Products that are advertised on a
21 website as offered for sale at Defendant's dispensary or available for delivery directly to
22 Defendant's dispensary members, a warning that complies with the content requirements of Section
23 25603(a) and Section 3.2.1 above must also be provided by including either the warning or a clearly
24 marked hyperlink using the word "WARNING" on the Subject Product display page, or by
25 otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If
26 an on-product warning is provided as set forth above, the warning provided on the website may use
27 the same content as the on-product warning. No statements, whether intended or reasonably likely
28 to have the effect of diminishing the meaning or impact of, or decreasing the clarity or

1 conspicuousness of, shall accompany the warning such that it may affect how the warning is
2 understood by a lay consumer/patient.

3 **3.2.3 Membership Warning.** Defendant shall provide a warning in its
4 Membership Agreement consistent with the warning language in 3.2.1. This warning shall be
5 printed in black ink, in a font that is no smaller than the type on the rest of the page and separated
6 from other text.

7 **4. SETTLEMENT PAYMENT**

8 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
9 attorney's fees, and costs, Defendant shall pay \$49,500.00 ("Total Settlement Amount"). One half
10 of the Total Settlement Amount (\$24,750.00) shall be paid within five (5) days of the Effective
11 Date. The final half of the Total Settlement Amount (\$24,750.00) shall be paid after the Court
12 approves and enters this Consent Judgment, either within three weeks of the date the Court
13 approves and enters the judgment, or December 10, whichever is later. Defendant shall make each
14 payment by wire transfer or other reasonable commercial method to ATA's escrow account, for
15 which ATA will give Defendant the necessary account information. The Total Settlement Amount
16 shall be apportioned as follows:

17 **4.2** \$9,399.97 shall be considered a civil penalty pursuant to California Health and
18 Safety Code section 25249.7, subdivision (B)(1). CAPA shall remit 75% of the civil penalty, or
19 \$7,049.98, to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in
20 the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and
21 Safety Code, section 25249.12, subdivision (c). CAPA will retain the remaining 25%, or \$2,349.99,
22 of the civil penalty.

23 **4.3** \$1,337.53 shall be distributed to CAPA as reimbursement to CAPA for reasonable
24 costs incurred in bringing this action.

25 **4.4** \$33,065.50 shall be distributed to Aqua Terra Aeris Law Group ("ATA") for legal
26 fees and costs incurred as a result of this matter, including investigating, bringing this matter to
27 Defendant's attention, litigating, and negotiating a settlement in the public interest.

28

1 4.5 \$5,697.00 shall be distributed to CAPA as an Additional Settlement Payment
2 (“ASP”), pursuant to California Code of Regulations, title 27, sections 3203, subdivision (d), and
3 3204. CAPA will utilize the ASP for activities that address the same public harm as alleged in the
4 NOV. These activities are detailed below and support CAPA’s overarching goal of reducing use,
5 misuse and exposure to hazardous and toxic chemicals, fostering and increasing the public
6 awareness of chemicals inherent in consumer products, facilitating a safe environment for
7 consumers and employees, and encouraging corporate responsibility. CAPA believes its activities
8 have had, and will continue to have, a direct and primary effect within the State of California
9 because California consumers will be benefitted by the reduction of exposure to marijuana smoke
10 and increase informed choices made by patients and consumers by providing clear and reasonable
11 warnings to California consumers prior to exposure resulting from purchase of the Subject Products.

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

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

4 **4.6** In the event that Defendant fails to remit the final half of the Total Settlement
5 Payment owed under Section 4 of this Consent Judgment, either within three weeks of the date the
6 Court approves and enters the judgment, or December 10, whichever is later, Defendant shall be
7 deemed to be in material breach of its obligations under this Consent Judgment. CAPA shall
8 provide written notice of the delinquency to Defendant's counsel via electronic mail. If Defendant
9 fails to deliver the Total Settlement Payment within five (5) days after the written notice, the Total
10 Settlement Payment shall become immediately due and payable.

11 **4.7** In any judicial enforcement of this Consent Judgment, the prevailing party shall be
12 entitled to a recovery of reasonable attorneys' fees and costs pursuant to the standards set forth in
13 Code of Civil Procedure section 1021.5 and cases interpreting that provision.

14 **4.8** Defendant shall provide CAPA's counsel with separate 1099 forms for each of its
15 payments under this Consent Judgment to:

- 16 (a) "Office of Environmental Health Hazard Assessment," P.O. Box 4010,
17 Sacramento, CA 95814 (EIN: 68-0284486) for civil penalties paid;
- 18 (b) "Center for Advanced Public Awareness, Inc.," whose address and tax
19 identification number shall be furnished after this Consent Judgment has been
20 fully executed by the Parties, for its 25% portion of civil penalties and reasonable
21 costs incurred in bringing this action, pursuant to Sections 4.2 and 4.3,
22 respectively.
- 23 (c) "Aqua Terra Aeris Law Group," for attorneys' fees and costs reimbursed
24 pursuant to Section 4.4.

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

27
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1 **5. CLAIMS COVERED AND RELEASED**

2 **5.1 Plaintiff's Public Binding Release of Proposition 65 Claims.** This Consent
3 Judgment is a full, final, and binding resolution between CAPA, acting on behalf of itself and in the
4 public interest, and Defendant, and its parents, subsidiaries, directors, officers, employees, members
5 attorneys, and for those affiliated entities under common ownership (collectively, "Releasees")
6 related to any violation of Proposition 65 that was or could have been asserted by CAPA, on behalf
7 of itself, against Releasees for unwarned exposures to marijuana smoke from the Subject Products
8 produced, processed, marketed, offered for sale, sold or distributed for sale in California by
9 Defendant prior to the Effective Date. Compliance with the terms of this Consent Judgment
10 constitutes compliance with Proposition 65 with respect to exposures to marijuana smoke from the
11 Products sold by or through Defendant after the Effective Date.

12 **5.2 CAPA's Individual Release of Claims.** CAPA, on its own behalf, also provides a
13 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all
14 actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims,
15 liabilities and demands of CAPA of any nature, character or kind, whether known or unknown,
16 suspected or unsuspected, arising out of alleged or actual exposures to marijuana smoke in the
17 Subject Products grown, cultivated, processed or sold or distributed for sale by Defendant in
18 California before the Effective Date.

19 **5.3 Defendant's Release of CAPA.** Defendant, on its own behalf and on behalf of its
20 past and current agents, representatives, members, attorneys, successors, and assignees, hereby
21 waives any and all claims that it may have against CAPA and its attorneys and other
22 representatives, for any and all actions taken or statements made (or those that could have been
23 taken or made) by CAPA and its attorneys and other representatives, whether in the course of
24 investigating claims, or otherwise seeking to enforce Proposition 65 against it in this matter.

25 **5.4 California Civil Code, Section 1542.** It is possible that other claims not known to
26 the Parties arising out of the facts alleged in the Notice and relating to the Subject Products will
27 develop or be discovered. CAPA on its behalf only, on one hand, and Defendant, on the other hand,
28 acknowledge that this Consent Judgment is expressly intended to cover and include all such claims

1 up through the Effective Date, including all rights of action therefor. CAPA and Defendant
2 acknowledge that the claims released in Sections 5.2 and 5.3 above may include unknown claims,
3 and nevertheless waive California Civil Code, section 1542 as to any such unknown claims.
4 California Civil Code, section 1542 reads as follows:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
6 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS**
7 **OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,**
8 **WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
9 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

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

12 **6. COURT APPROVAL**

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

16 **7. SEVERABILITY**

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

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

21 The terms of this Consent Judgment shall be governed by the laws of the state of California
22 and apply within the state of California. Pursuant to Code of Civil Procedure section 664.6, the
23 Court retains jurisdiction over this matter and terms of the Judgment contained herein. In the event
24 Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to
25 the Subject Products, then Defendant may provide written notice to CAPA of any asserted change
26 in the law, and have no further obligations pursuant to this Consent Judgment, with respect to, and
27 to the extent that, the Subject Products are so affected. Nothing in this Consent Judgment shall be
28 interpreted to relieve Defendant from any obligation to comply with any pertinent state laws
concerning labeling, warning or toxics in consumer products. If OEHHA or other governmental
body with authority promulgates regulations setting forth warning text and/or methods of

1 transmission required or permitted to be used under Proposition 65 for exposures to marijuana
2 smoke in the Subject Products as defined herein, then at its sole discretion Defendant may use such
3 other warning text and/or method of transmission, without being deemed in breach of this Consent
4 Judgment, provided that Defendant sends written notice of this decision and includes the content
5 and means of transmission of the warning to CAPA sixty (60) days in advance of implementing any
6 such changes. CAPA shall have an opportunity to provide comments and to meet and confer
7 regarding the proposed changes before they are fully implemented.

8 **9. NOTICES**

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

13 **For Defendant:**

14 White Fire, Inc.
15 Attn: Darren Dykstra
16 111 Old Tully Road
San Jose, CA 95111

17 With a copy to:
18 Malcolm C. Weiss
19 Hunton & Williams LLP
550 S. Hope Street, Suite 2000
Los Angeles, CA 90071

20 **For CAPA:**

21 Executive Director
22 Center for Advanced Public Awareness, Inc.
23 180 Promenade Cir.
Sacramento, CA 95834

24 With a copy to:
25 Matthew Maclear
26 Aqua Terra Aeris Law Group
828 San Pablo Avenue, Suite 115B
27 Albany, CA 94706
28

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

7 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

11 **11. POST EXECUTION ACTIVITIES**

12 CAPA agrees to comply with the reporting form requirements referenced in Health & Safety
13 Code, section 25249.7, subdivision (f). The Parties further acknowledge that, pursuant to Health &
14 Safety Code, section 25249.7, subdivision (f), a noticed motion is required to obtain judicial
15 approval of the settlement. In furtherance of obtaining such approval, CAPA and Defendant agree
16 to mutually employ their best efforts, and that of their counsel, to support the entry of this
17 agreement as a Consent Judgment, and to obtain judicial approval of the settlement in a timely
18 manner. If the Attorney General objects to any term in this Consent Judgment, the Parties shall use
19 their best individual and collective efforts to resolve the concern in a timely manner, and if possible
20 in advance of the hearing on the motion to approve settlement. If the Court does not approve of the
21 Stipulated Consent Judgment, it shall be void or voided and have no force or effect.

22 **12. MODIFICATION**

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

26 **13. AUTHORIZATION**

27 The undersigned are authorized to executed this Consent Judgment on behalf of their
28 respective Parties and have read, understood and agree to all terms and conditions contained herein.

1 **14. DRAFTING**

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

6 **15. ENFORCEMENT**

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

12 CAPA may, by motion or order to show cause before this Court, seek to enforce the terms
13 and conditions contained in this Consent Judgment. CAPA may seek whatever penalties/fines,
14 costs, fees or other remedies are provided for in the Consent Judgment or allowed by law for failure
15 to comply with the Consent Judgment. To the extent that the alleged failure to comply with the
16 Consent Judgment constitutes a violation of Proposition 65 or other laws, CAPA shall not be
17 limited to enforcement of this Consent Judgment and may seek, in a separately filed action,
18 whatever penalties/fines, costs, fees or other remedies as provided for by law for failure to comply
19 with Proposition 65 or other law(s).

20 **16. ENTIRE AGREEMENT**

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

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1 17. STIPULATED REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND
2 ENTRY OF CONSENT JUDGMENT

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

- 6 (1) Find the terms and provisions of this Consent Judgment represent a fair and
7 equitable settlement of all matters raised by the allegations of the Complaint, that
8 the matter has been diligently prosecuted and that the public interest is served by
9 such settlement; and
10 (2) Make the statutory findings required pursuant to Health and Safety Code section
11 25249.7, subdivision (f)(4), approve the settlement and approve this Consent
12 Judgment.

13
14 IT IS SO STIPULATED.

15 CENTER FOR ADVANCED PUBLIC
16 AWARENESS, INC.

17 DATED: _____

18 BY: _____
19 Clifford Brechner
20 Executive Director

21 DATED: 9/19/17

22 WHITE FIRE, INC.

23 BY: Darren Dykstra
24 Darren Dykstra
25 President

1 **17. STIPULATED REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND**
2 **ENTRY OF CONSENT JUDGMENT**

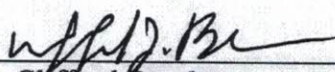
3 This Consent Judgment has come before the Court upon request of the Parties for the Court
4 to fully review its terms and to be fully informed regarding the matters which are the subject of this
5 action, and to:

- 6 (1) Find the terms and provisions of this Consent Judgment represent a fair and
7 equitable settlement of all matters raised by the allegations of the Complaint, that
8 the matter has been diligently prosecuted and that the public interest is served by
9 such settlement; and
10 (2) Make the statutory findings required pursuant to Health and Safety Code section
11 25249.7, subdivision (f)(4), approve the settlement and approve this Consent
12 Judgment.

13 **IT IS SO STIPULATED.**

CENTER FOR ADVANCED PUBLIC
AWARENESS, INC.

14
15
16
17 DATED: 9/15/17

BY: 
Clifford Brechner
Executive Director

WHITE FIRE, INC.

18
19
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21 DATED: _____

BY: _____
Darren Dykstra
President

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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: 11-16-17

Mary E. Arand

Judge of the Superior Court