

PLAINTIFF/PETITIONER: _____	CASE NUMBER:
DEFENDANT/RESPONDENT:	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. deposited the sealed envelope with the United States Postal Service.
- b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
- b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:


Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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ENDORSED

2018 APR 10 AM 10:27

LAW AND MOTION DEPT. 53/54
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

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

5 Attorneys for Plaintiff
Center for Advanced Public Awareness, Inc. ("CAPA")

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SACRAMENTO

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

No. 34-2017-00210019

[STIPULATED] CONSENT JUDGMENT

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

13 vs.

14 SEPTEM COMA INC., d.b.a. SOUTH
15 SACRAMENTO CARE CENTER, a
California corporation; and DOES 1-25,
16 inclusive,
17 Defendants.

18 **1. INTRODUCTION**

19 1.1 On March 23, 2017, Plaintiff, Center for Advanced Public Awareness, Inc. ("CAPA"),
20 a non-profit corporation, in the public interest as a private enforcer, commenced this action by filing
21 a Complaint for Permanent Injunction, Civil Penalties and Other Relief (the "Complaint") pursuant
22 to the provisions of California Health and Safety Code, section 25249.5 *et seq.* ("Proposition 65"),
23 against SEPTEM COMA, INC., d.b.a. SOUTH SACRAMENTO CARE CENTER ("Defendant") in
24 Sacramento County Superior Court Case No. 34-2017-00210019 ("Action"). In this Action, CAPA
25 alleges that Defendant produced, processed, marketed, offered to sell, sold, and/or distributed for sale
26 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 reasonable exposure

CASE NO. 34-2017-00210019-CU-TT-GDS

CAPA V. SEPTEM COMA, INC.
CONSENT JUDGMENT

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

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 corporation that, among other purposes and causes it is
17 dedicated to, provides medical cannabis to ill Californians pursuant to the laws of the State of
18 California and the laws of the City of Sacramento.

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

23 1.6 The Complaint is based on allegations contained in CAPA's Notice of Violation, dated
24 January 20, 2017, that was served on the California Attorney General, other public enforcers, and
25 Defendant ("Notice of Violation" or "NOV"). More than 60 days, plus five (5) days for mailing,
26 passed since the NOV was mailed and uploaded to the Attorney General's website and all relevant
27 public enforcers were served, and no designated governmental entity diligently prosecuted this matter,
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1 as exemplified by the filing of the Complaint against Defendant with regard to the Subject Products
2 or the alleged violations.

3 **1.7** CAPA's NOV and Complaint allege that use of the Subject Products exposes persons
4 in California to marijuana smoke without first providing clear and reasonable warnings in violation
5 of California Health and Safety Code, section 25249.6. Defendant denies all material allegations
6 contained in the Notice and Complaint.

7 **1.8** The Parties have entered into this Consent Judgment in order to settle, compromise
8 and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent
9 Judgment shall constitute or be construed as an admission by any of the Parties, or by any of their
10 respective officers, directors, shareholders, employees, agents, parent companies, or its subsidiaries
11 or divisions. Except for the representations made above, nothing in this Consent Judgment shall be
12 construed as an admission by the Parties of any fact, issue of law, or violation of law, nor shall
13 compliance with this Consent Judgment be construed as an admission by the Parties of any fact, issue
14 of law, or violation of law, at any time, for any purpose.

15 **1.9** Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice,
16 waive, or impair any right, remedy, argument, or defense the Parties have in any other or future legal
17 proceeding unrelated to these proceedings.

18 **1.10** The "Effective Date" of this Consent Judgment is the date of Service of the Notice
19 of Entry of Judgment.

20 **2. JURISDICTION AND VENUE**

21 **2.1** The Parties stipulate and agree that the Superior Court of California, County of
22 Sacramento, has subject matter jurisdiction over the matters alleged in this action and personal
23 jurisdiction over the Parties to this Final Judgment. The Parties further stipulate that venue is proper
24 in Sacramento County, and that this Court has jurisdiction and authority to enter a full, final and
25 binding resolution of all claims, which were or could have been brought in this action based on the
26 allegations contained in the NOV and/or Complaint.

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

2 **3.1 Commencing on the Effective Date, pursuant to the provisions of California Health &**
3 **Safety Code, section 25249.7, subdivision (a), Defendant is enjoined and prohibited from violating**
4 **or threatening to violate 24249.6 *et seq.*, and its implementing regulations, California Code of**
5 **Regulations, title 27, sections 25601 *et seq.* with respect to alleged exposures to marijuana smoke**
6 **from the Subject Products.**

7 **3.2 Clear and Reasonable Warnings**

8 **3.2.1 In-Store or Product Label Warnings.** Defendant shall either 1) post in-store
9 warning signs (“In-Store Warnings”) or 2) affix a warning label to the packaging, labeling, or directly
10 on each Subject Product (“Product Label Warning”) sold in its dispensary or through a delivery
11 service, if any, in California.

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


18 **The text of Product Label Warnings shall be printed in black ink, in a font that is easy to read**
19 **and legible, in the same type size or larger than the Subject Product’s description text. The warning**
20 **shall be securely affixed to (via a label) or printed upon the container, label, or labeling of each Subject**
21 **Product. Employees may not write over the text of the warning for any reason.**

22 **Nothing in this Consent Judgment shall be interpreted to prohibit Defendant from modifying**
23 **the warning text to also reference reproductive harm in compliance with California Code of**
24 **Regulations, title 27, sections 25601 *et seq.*, as may be amended. If Defendant provides a warning**
25 **for reproductive harm, Defendant may use the bracketed language set forth below, without further**
26 **approval by the Court. The warning must be substantially similar to the following and may also**


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1 include a warning concerning birth defects or other reproductive harm (bracketed [] language below
2 may be added at the sole discretion of Defendant):

3  **WARNING:** These products contain chemicals, including Marijuana Smoke,
4 known to the State of California to cause cancer, birth defects, or
5 other reproductive harm.

6 or

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

12 Or the following short form warning as follows:

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

14 **3.2.2 Internet Website Warning.** For all Subject Products that are advertised on a
15 website as offered for sale at Defendant's dispensary or available for delivery directly to Defendant's
16 dispensary members, a warning that complies with the content requirements of Section 25603(a) and
17 Section 3.2.1 above must also be provided by including either the warning or a clearly marked
18 hyperlink using the word "WARNING" on the Subject Product display page, or by otherwise
19 prominently displaying the warning to the purchaser prior to completing the purchase. If a short-form
20 warning is provided as set forth above, the warning provided on the website may use the same content
21 as the on-product warning. Defendant may include supplemental information only as set forth in
22 California Code of Regulations, title 27, Section 25601(e).


23 **3.2.3 Membership Warning.** Defendant shall provide a warning in its Membership
24 Agreement which includes a warning as specified in Section 3.2.1. This Warning shall be printed in
25 black ink, in a font that is no smaller than the type on the rest of the page, and separated from
26 surrounding text.

27 **3.2.4 Warnings for Deliveries.** In the event Defendant engages in sales of the
28 Subject Products that are purchased via orders placed remotely (i.e. via telephonic communications

1 or the internet), to be delivered to the purchaser from Defendant's dispensary, Defendant shall provide
2 the specified warnings shown below, on a sheet of paper that is at least three inches by five inches
3 (3" x 5") and which is attached to or placed inside the product shopping bag:

4 **WARNING:** **This product contains a chemical (Marijuana Smoke)**
5 **known to the State of California to cause cancer.**

6 or

7 ** WARNING:** **This product can expose you to chemicals including**
8 **Marijuana Smoke, which is known to the state of California**
 to cause cancer. For more information, go to
 www.P65Warnings.ca.gov.

9 In each case, the Warning shall be provided as shown above, with the Warning text printed
10 in black ink, in a font that is easy to read and legible, in a font size of at least 12, and set off from all
11 other text. Defendant must provide notice to any purchaser, consumer or patient prior to purchasing
12 Subject Products through a delivery service associated or affiliated with Defendant.

13 **4. SETTLEMENT PAYMENT**

14 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
15 attorney's fees, and costs, Defendant shall pay **\$48,000.00** ("Total Settlement Payment") in three
16 instalments. The first instalment of the Total Settlement Payment, in the sum of **\$30,000.00** shall be
17 paid within seven (7) days of the Effective Date. The second instalment, in the sum of **\$9,000.00**,
18 shall be paid within 30 days of the Effective Date. The third and final instalment, in the sum of
19 **\$9,000.00**, shall be paid within 60 days of the Effective Date. For each instalment, Defendant shall
20 make a single payment by wire transfer to ATA's escrow account, for which ATA will give Defendant
21 the necessary account information, or other reasonable commercial method including by cash. The
22 Total Settlement Amount shall be apportioned as follows:

23 **4.2 PENALTY AMOUNT \$16,000.00** shall be considered a civil penalty pursuant to
24 California Health and Safety Code section 25249.7, subdivision (B)(1). CAPA shall remit 75%
25 (**\$12,000.00**) of the total civil penalty to the Office of Environmental Health Hazard Assessment
26 ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with
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1 California Health and Safety Code, section 25249.12, subdivision (c). CAPA will retain the
2 remaining 25% (\$4,000.00) of the civil penalty.

3 **4.3 COSTS \$1,990.87** shall be distributed to CAPA as reimbursement for reasonable costs
4 incurred in bringing this action.

5 **4.4 ATTORNEYS FEES AMOUNT. \$21,621.73** shall be distributed to Aqua Terra
6 Aeris Law Group ("ATA") for legal fees and costs incurred as a result of this matter, including
7 investigating, bringing this matter to Defendant's attention, litigating, and negotiating a settlement in
8 the public interest.

9 **4.5** In the event that Defendant fails to remit any installment of the Total Settlement
10 Payment owed under Section 4 of this Consent Judgment within the timeframes set out in Section
11 4.1, Defendant shall be deemed to be in material breach of its obligations under this Consent
12 Judgment. CAPA shall provide written notice of the delinquency to Defendant's counsel via
13 electronic mail. If Defendant fails to deliver the installment within five (5) after the written notice,
14 the Total Settlement Payment shall become immediately due and payable and shall accrue interest at
15 the statutory judgment interest rate provided in the Code of Civil Procedure, section 685.010.
16 Additionally, Defendant agrees to pay ATA's reasonable attorney fees and costs for reasonably
17 necessary efforts to collect the payment due under this Consent Judgment.

18 **4.6 ADDITIONAL SETTLEMENT PAYMENTS. \$8,387.40** shall be distributed
19 to CAPA as an Additional Settlement Payment ("ASP"), pursuant to California Code of
20 Regulations, title 27, sections 3203, subdivision (d), and 3204. CAPA will utilize the ASP for
21 activities that address the same public harm as allegedly caused by Defendant in this matter.
22 These activities are detailed below and support CAPA's overarching goal of reducing use,
23 misuse, and exposure to hazardous and toxic chemicals, fostering and increasing the public
24 awareness of chemicals inherent in consumer products, facilitating a safe environment for
25 consumers and employees, and encouraging corporate responsibility. CAPA's activities have had,
26 and will continue to have, a direct and primary effect within the State of California because
27 California consumers will be benefitted by the reduction of exposure to marijuana smoke and
28 increase informed choices made by patients and consumers

1 before exposure by providing clear and reasonable warnings to California consumers prior to
2 exposure resulting from purchase of the products.

3 CAPA hereby provides the following list of activities CAPA engages in to protect California
4 consumers through Proposition 65 citizen enforcement, along with a breakdown of how ASP funds
5 will be utilized to facilitate those activities: (1) ENFORCEMENT (70%-80%): investigating,
6 obtaining, shipping, analyzing, and/or testing dispensaries or products that may contain carcinogenic
7 chemicals contained in marijuana smoke and are sold to and expose California consumers to
8 chemicals listed under Proposition 65; continued monitoring and enforcement of past consent
9 judgments and settlements to ensure companies are in compliance with their obligations thereunder,
10 with a specific focus on those judgments and settlements concerning chemicals of concern (which
11 necessarily includes additional work, investigating, purchasing, processing, analyzing and/or testing
12 consumer products; litigating matters that result in settlements, judgments, defaults, bankruptcies, or
13 dismissals); (2) PUBLIC OUTREACH (5%-10%): public outreach through CAPA's continuing
14 advocacy in regulatory proceedings and rulemakings related to sales and use of cannabis in California
15 to ensure the public receives information about the carcinogens contained in marijuana smoke; and
16 public service announcements about the risks associated with exposure to marijuana smoke; (3)
17 SPECIAL PROJECTS (up to 5%): projects involving expert, non-legal opinions not specific to any
18 one marijuana smoke case that are necessary to the continued private enforcement of Proposition 65
19 concerning exposure to marijuana smoke and related chemicals; assessing exposure scenarios and
20 types of products associated with marijuana smoke and related chemical exposures; and/or (4)
21 PRODUCT DATABASE (up to 5%): maintaining a database with all products sold to California
22 consumers that CAPA has obtained which could cause an exposure to marijuana smoke or other toxic,
23 carcinogenic or reproductive harms. CAPA will maintain adequate records to document that the funds
24 paid as an ASP are spent on the activities described herein. CAPA shall provide the Attorney General,
25 within thirty days of any request, copies of documentation demonstrating how such funds have been
26 spent.

1 4.7 Defendant shall issue separate 1099 forms for each of its payments under this Consent
2 Judgment to the persons identified below:

3 (a) "Center for Advanced Public Awareness, Inc.," whose address and tax
4 identification number shall be furnished after this Consent Judgment has been fully
5 executed by the Parties.

6 (b) "Aqua Terra Aeris Law Group," for attorneys' fees and costs reimbursed pursuant
7 to Section 4.4.

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

10 **5. CLAIMS COVERED AND RELEASED**

11 **5.1 Plaintiff's Public Binding Release of Proposition 65 Claims.** This Consent
12 Judgment is a full, final, and binding resolution between CAPA, acting on behalf of itself and in the
13 public interest, and Defendant, and its parents, subsidiaries, directors, officers, employees, attorneys,
14 and for those affiliated entities under common ownership (collectively, "Releasees") related to any
15 violation of Proposition 65 that was or could have been asserted by CAPA, on behalf of itself and in
16 the public interest, against Releasees for unwarned exposures to marijuana smoke, and for claims
17 based on the NOV and/or complaint, relating to the Subject Products produced, processed, marketed,
18 offered for sale, sold or distributed for sale in California by Defendant prior to the Effective Date.
19 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with
20 respect to the claims asserted in the NOV and exposures to marijuana smoke from the Subject
21 Products sold by or through Defendant after the Effective Date.

22 **5.2 CAPA's Individual Release of Claims.** CAPA, on its own behalf, also provides a
23 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions,
24 causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and
25 demands of CAPA of any nature, character or kind, whether known or unknown, suspected or
26 unsuspected, arising out of alleged or actual exposures to marijuana smoke, and claims that were or
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1 could have been asserted based on the NOV and/or complaint relating to the Subject Products grown,
2 cultivated, processed, sold or distributed for sale by Defendant in California before the Effective Date.

3 **5.3 Defendant's Release of CAPA.** Defendant, on its own behalf and on behalf of its
4 past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and
5 all claims that it may have against CAPA and its attorneys and other representatives, for any and all
6 actions taken or statements made (or those that could have been taken or made) by CAPA and its
7 attorneys and other representatives, whether in the course of investigating claims, otherwise seeking
8 to enforce Proposition 65 against it in this matter.

9 **5.4 California Civil Code, Section 1542.** It is possible that other claims not known to
10 the Parties arising out of the facts alleged in the Notice and relating to the Subject Products will
11 develop or be discovered. CAPA on its behalf only, on one hand, and Defendant, on the other hand,
12 acknowledge that this Consent Judgment is expressly intended to cover and include all such claims
13 up through the Effective Date, including all rights of action therefor. CAPA and Defendant
14 acknowledge that the claims released in Sections 5.2 and 5.3 above may include unknown claims,
15 and nevertheless waive California Civil Code, section 1542 as to any such unknown claims.
16 California Civil Code, section 1542 reads as follows:

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

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

24 **6. COURT APPROVAL**

25 This Consent Judgment has no force or effect until it is approved and entered by the Court
26 and shall be null and void if, for any reason, it is not approved and entered by the Court within one
27 year after it has been fully executed by all Parties.
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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 be
4 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 Court
8 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 in
11 the law, and have no further obligations pursuant to this Consent Judgment, with respect to, and to
12 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 body
15 with authority promulgates regulations setting forth warning text and/or methods of transmission
16 required or permitted to be used under Proposition 65 for exposures to marijuana smoke in the Subject
17 Products as defined herein, then at its sole discretion Defendant may use such other warning text
18 and/or method of transmission, without being in breach of this Consent Judgment, provided that
19 Defendant sends written notice of this decision and includes the content and means of transmission
20 of the warning to CAPA sixty (60) days in advance of implementing any such changes. CAPA shall
21 have an opportunity to provide comments and to meet and confer regarding the proposed changes
22 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 the following methods, with additional copy to
26 counsel via electronic mail: (i) personal delivery; (ii) first-class mail, registered or certified, with
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1 return receipt requested; or (iii) a recognized overnight courier on any party by the other party at the
2 following addresses:

3 **For Defendant:**

4 ATTN: Albert Darlington Ish III or Current President / CEO
5 Septem Coma Inc., d.b.a. South Sacramento Care Center
6 114-A Otto Circle
7 Sacramento, CA 95822

7 With a copy to:
8 Bruce Nye
9 The Scali Law Firm
9 1901 Harrison Street, 14th Floor
9 Oakland, CA 94612

10 **For CAPA:**

11 Executive Director
12 Center for Advanced Public Awareness, Inc.
13 180 Promenade Cir.
13 Sacramento, CA 95834

14 With a copy to:
15 Aqua Terra Aeris Law Group
16 c/o Matthew Maclear
16 828 San Pablo Avenue, Suite 115B
17 Albany, CA 94706
17 mcm@atalawgroup.com

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

24 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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1 **11. POST EXECUTION ACTIVITIES**

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

12 **12. MODIFICATION**

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

16 **13. AUTHORIZATION**

17 The undersigned are authorized to execute this Consent Judgment on behalf of their respective
18 Parties and have read, understood and agree to all of the terms and conditions of this Consent
19 Judgment.

20 **14. DRAFTING**

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

25 **15. ENFORCEMENT**

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

3 CAPA may, by motion or order to show cause before this Court, seek to enforce the terms and
4 conditions contained in this Consent Judgment. CAPA may seek whatever penalties/fines, costs, fees
5 or other remedies are provided for in the Consent Judgment or allowed by law for failure to comply
6 with the Consent Judgment, pursuant to Code of Civil Procedure 664.6. To the extent that the alleged
7 failure to comply with the Consent Judgment constitutes a violation of Proposition 65 or other laws,
8 CAPA shall not be limited to enforcement of this Consent Judgment and may seek, in a separately
9 filed action, whatever penalties/fines, costs, fees or other remedies as provided for by law for failure
10 to comply with Proposition 65 or other law(s).

11 **16. ENTIRE AGREEMENT**

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

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

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

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

IT IS SO STIPULATED:


CENTER FOR ADVANCED PUBLIC AWARENESS, INC.

DATED: January 16, 2018

BY: 
Clifford Brechner
Executive Director

SEPTEM COMA, INC. D.B.A. SOUTH SACRAMENTO CARE CENTER


DATED: 4 18

BY: 
Name: Albert Isk
Title: President

APPROVED AS TO FORM:


AQUA TERRA AERIS LAW GROUP, LLP

DATED: January 31, 2018

BY: 
Matthew Maclear
Attorney for Plaintiff, Center for Advanced Public Awareness, Inc.

THE SCALI LAW FIRM

DATED: January 31, 2018

BY: 
Bruce Nye
Attorney for Defendant, Septem Coma, Inc., d.b.a. South Sacramento Care Center


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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: APR 10 2018



Judge of the Superior Court
DAVID I. BROWN