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FILED
ALAMEDA COUNTY

DEC 12 2017

CLERK OF THE SUPERIOR COURT
By Manuel Diaz Deputy

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

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF ALAMEDA

9 **CENTER FOR ADVANCED PUBLIC**
10 **AWARENESS, INC.**, a California
nonprofit corporation,
11
Plaintiff,
12
vs.
13 **TELEGRAPH PATIENTS GROUP,**
14 **INC., doing business as TELEGRAPH**
15 **HEALTH CENTER; and DOES 1-25,**
inclusive,
16
Defendants.

No. RG17864604
[STIPULATED] CONSENT JUDGMENT
(Health & Safety Code § 25249.6 *et seq.*)

17 **1. INTRODUCTION**

18 **1.1** On June 19, 2017, Plaintiff CENTER FOR ADVANCED PUBLIC AWARENESS,
19 INC. ("CAPA"), a non-profit corporation, in the public interest as a private enforcer, commenced this
20 action by filing a Complaint for Permanent Injunction, Civil Penalties and Other Relief (the
21 "Complaint") pursuant to the provisions of California Health and Safety Code, section 25249.5 *et*
22 *seq.* ("Proposition 65"), against Telegraph Patients Group, Inc., doing business as Telegraph Health
23 Center ("Defendant") in Alameda County Superior Court Case RG17864604 ("Action"). In this
24 action, CAPA alleges that Defendant produced, processed, marketed, offered to sell, sold, and/or
25 distributed for sale in the State of California marijuana intended for smoking, the consumption and
26 use of which results in the generation of marijuana smoke, without first providing the clear and
27 reasonable exposure warning required by Proposition 65. Marijuana smoke is listed pursuant to

CASE NO. RG17864604

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

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

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

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

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 registered members.

23 **1.6** The Complaint is based on allegations contained in CAPA’s Notice of Violation, dated
24 February 1, 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, have
26 passed since the NOV was mailed and uploaded to the Attorney General’s website, and no designated
27 governmental entity has diligently prosecuted this matter, as exemplified by the filing of the
28

1 Complaint against Defendant with regard to the Subject Products or the alleged violations.

2 **1.7** CAPA's NOV and Complaint allege that use of the Subject Products exposes persons
3 in California to marijuana smoke without first providing clear and reasonable warnings in violation
4 of California Health and Safety Code, section 25249.6. Defendant denies all material allegations
5 contained in the Notice and Complaint.

6 **1.8** The Parties have entered into this Consent Judgment in order to settle, compromise
7 and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent
8 Judgment shall constitute or be construed as an admission by any of the Parties, or by any of their
9 respective officers, directors, shareholders, employees, agents, parent companies, or its subsidiaries
10 or divisions. Except for the representations made above, nothing in this Consent Judgment shall be
11 construed as an admission by the Parties of any fact, issue of law, or violation of law, nor shall
12 compliance with this Consent Judgment be construed as an admission by the Parties of any fact, issue
13 of law, or violation of law, at any time, for any purpose.

14 **1.9** Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice,
15 waive, or impair any right, remedy, argument, or defense the Parties have in any other or future legal
16 proceeding unrelated to these proceedings.

17 **1.10** The "Effective Date" of this Consent Judgment is the date on which this Court
18 approves and enters the Judgment.

19 **2. JURISDICTION AND VENUE**

20 **2.1** The Parties stipulate and agree that the Superior Court of California, County of
21 Alameda has subject matter jurisdiction over the matters alleged in this action and personal
22 jurisdiction over the Parties to this Final Judgment. The Parties further stipulate that venue is proper
23 in Alameda County, and that this Court has jurisdiction and authority to enter a full, final and binding
24 resolution of all claims, which were or could have been brought in this action based on the allegations
25 contained in the NOV and/or Complaint.

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

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

5 **3.2 Clear and Reasonable Warnings**

6 **3.2.1 In-Store or Product Label Warnings.** Defendant shall either 1) post in-store
7 warning signs (“In-Store Warnings”) or 2) affix a warning label to the packaging, labeling, or directly
8 on each Subject Product (“Product Label Warning”) sold in its dispensary or through a delivery
9 service, if any, in California.


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

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


19 Nothing in this Consent Judgment shall be interpreted to prohibit Defendant from modifying
20 the warning text to also reference reproductive harm in compliance with California Code of
21 Regulations, title 27, sections 25601 *et seq.*, as may be amended. If Defendant provides a warning for
22 reproductive harm, Defendant may use the bracketed language set forth below, without further
23 approval by the Court. The warning must be substantially similar to the following and may also
24 include a warning concerning birth defects or other reproductive harm (bracketed [] language below
25 may be added at the sole discretion of Defendant):

26 **WARNING: This product contains Marijuana Smoke, a chemical known to the**
27 **State of California to cause cancer [and birth defects or other**
28 **reproductive harm].**

1
2 Or

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

8 Or the following short form warning as follows:

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

10 **3.2.2 Internet Website Warning.** For all Subject Products that are advertised on a
11 website as offered for sale at Defendant's dispensary or available for delivery directly to Defendant's
12 dispensary members, a warning that complies with the content requirements of section 25603,
13 subdivision (a) and Section 3.2.1 above must also be provided by including either the warning or a
14 clearly marked hyperlink using the word "WARNING" on the Subject Product display page, or by
15 otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If a
16 short-form warning is provided as set forth above, the warning provided on the website may use the
17 same content as the on-product warning. Defendant may include supplemental information only as
18 set forth in California Code of Regulations, title 27, Section 25601, subdivision (e).

19 **3.2.3 Membership Warning.** Defendant shall provide a warning in its Membership
20 Agreement which includes a warning as specified in Section 3.2.1. This Warning shall be printed in
21 black ink, in a font that is no smaller than the type on the rest of the page, and separated from
22 surrounding text.

23 **4. SETTLEMENT PAYMENT**

24 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
25 attorney's fees, and costs, Defendant shall pay \$85,000.00 ("Total Settlement Payment"). One half of
26 the Total Settlement Amount (\$42,500.00) shall be paid within seven (7) days of the Effective Date.
27 The final half of the Total Settlement Amount (\$42,500.00) shall be paid on or before December 10,
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1 2017, provided that the Consent Judgment has been approved and entered by the Court, but if not
2 then within three (3) weeks of the Effective Date. Defendant shall make each one-half payment by
3 wire transfer to ATA's escrow account, for which ATA will give Defendant the necessary account
4 information, or other reasonable commercial method including by cash. The Total Settlement Amount
5 shall be apportioned as follows:

6 **4.2 PENALTY AMOUNT** \$29,278.60 shall be considered a civil penalty pursuant to
7 California Health and Safety Code section 25249.7, subdivision (B)(1). CAPA shall remit 75%
8 (\$21,958.95) of the total civil penalty to the Office of Environmental Health Hazard Assessment
9 ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with
10 California Health and Safety Code, section 25249.12, subdivision (c). CAPA will retain the remaining
11 25% (\$7,319.65) of the civil penalty.

12 **4.3 COSTS** \$2,674.70 shall be distributed to CAPA as reimbursement for reasonable costs
13 incurred in bringing this action.

14 **4.4 ATTORNEYS FEES AMOUNT.** \$34,371.70 shall be distributed to Aqua Terra
15 Aeris Law Group ("ATA") for legal fees and costs incurred as a result of this matter, including
16 investigating, bringing this matter to Defendant's attention, litigating, and negotiating a settlement in
17 the public interest.

18 **4.5** In the event that Defendant fails to remit the Total Settlement Payment owed under
19 Section 4 of this Consent Judgment on or before December 10, 2017, Defendant shall be deemed to
20 be in material breach of its obligations under this Consent Judgment. CAPA shall provide written
21 notice of the delinquency to Defendant's counsel via electronic mail. If Defendant fails to deliver the
22 Total Settlement Payment within five (5) after the written notice, the Total Settlement Payment shall
23 become immediately due and payable and shall accrue interest at the statutory judgment interest rate
24 provided in the Code of Civil Procedure, section 685.010. Additionally, Defendant agrees to pay
25 ATA's reasonable attorney fees and costs for reasonably necessary efforts to collect the payment due
26 under this Consent Judgment.

27 **4.6 ADDITIONAL SETTLEMENT PAYMENTS.** \$18,675.00 shall be distributed to
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1 CAPA as an Additional Settlement Payment (“ASP”), pursuant to California Code of Regulations,
2 title 27, sections 3203, subdivision (d), and 3204. CAPA will utilize the ASP for activities that address
3 the same public harm as allegedly caused by Defendant in this matter. These activities are detailed
4 below and support CAPA’s overarching goal of reducing use, misuse, and exposure to hazardous and
5 toxic chemicals, fostering and increasing the public awareness of chemicals inherent in consumer
6 products, facilitating a safe environment for consumers and employees, and encouraging corporate
7 responsibility. CAPA’s activities have had, and will continue to have, a direct and primary effect
8 within the State of California because California consumers will be benefitted by the reduction of
9 exposure to marijuana smoke and increase informed choices made by patients and consumers before
10 exposure by providing clear and reasonable warnings to California consumers prior to exposure
11 resulting from purchase of the products.

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

4 **4.7** Defendant shall issue separate 1099 forms for each of its payments under this Consent
5 Judgment to the persons identified below:

- 6 (a) “Center for Advanced Public Awareness, Inc.,” whose address and tax
7 identification number shall be furnished after this Consent Judgment has been fully
8 executed by the Parties.
- 9 (b) “Aqua Terra Aeris Law Group,” for attorneys’ fees and costs reimbursed pursuant
10 to Section 4.4.

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

13 **5. CLAIMS COVERED AND RELEASED**

14 **5.1 Plaintiff’s Public Binding Release of Proposition 65 Claims.** This Consent
15 Judgment is a full, final, and binding resolution between CAPA, acting on behalf of itself and in the
16 public interest, and Defendant, and its parents, subsidiaries, directors, officers, employees, attorneys,
17 and for those affiliated entities under common ownership (collectively, “Releasees”) related to any
18 violation of Proposition 65 that was or could have been asserted by CAPA, on behalf of itself and in
19 the public interest, against Releasees for unwarned exposures to marijuana smoke, and for claims
20 based on the NOV and/or complaint, relating to the Subject Products produced, processed, marketed,
21 offered for sale, sold or distributed for sale in California by Defendant prior to the Effective Date.
22 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with
23 respect to the claims asserted in the NOV and exposures to marijuana smoke from the Subject
24 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 actions,
27 causes of action, obligations, costs, expenses, attorneys’ fees, damages, losses, claims, liabilities and
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1 demands of CAPA of any nature, character or kind, whether known or unknown, suspected or
2 unsuspected, arising out of alleged or actual exposures to marijuana smoke, and claims that were or
3 could have been asserted based on the NOV and/or complaint relating to the Subject Products grown,
4 cultivated, processed, sold or distributed for sale by Defendant in California before the Effective Date.

5 **5.3 Defendant's Release of CAPA.** Defendant, on its own behalf and on behalf of its past
6 and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all
7 claims that it may have against CAPA and its attorneys and other representatives, for any and all
8 actions taken or statements made (or those that could have been taken or made) by CAPA and its
9 attorneys and other representatives, whether in the course of investigating claims, otherwise seeking
10 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 the
12 Parties arising out of the facts alleged in the Notice and relating to the Subject Products will develop
13 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. California
18 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,**
WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
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.

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
27 return receipt requested; or (iii) a recognized overnight courier on any party by the other party at the
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1 following addresses:

2 **For Defendant:**

3 Telegraph Patients Group, Inc.
4 ATTN: William Lucas Koziol, President
5 3003 Telegraph Avenue
6 Oakland, CA 94609

7 With a copy to:
8 Barry Himmelstein
9 Himmelstein Law Network
10 2000 Powell Street, Suite 1605
11 Emeryville, CA 94608
12 barry@himmellaw.com

13 **For CAPA:**

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

18 With a copy to:
19 Aqua Terra Aeris Law Group
20 c/o Matthew Maclear
21 828 San Pablo Avenue, Suite 115B
22 Albany, CA 94706
23 mcm@atalawgroup.com

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

29 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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 General
8 objects to any term in this Consent Judgment, the Parties shall use their best individual and collective
9 efforts to resolve the concern in a timely manner, and if possible in advance of the hearing on the
10 motion to approve settlement. If the Court does not approve of the Stipulated Consent Judgment, it
11 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. Each Party has had an opportunity to fully discuss the terms and conditions with
23 legal counsel.

24 **15. ENFORCEMENT**

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

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

10 **16. ENTIRE AGREEMENT**

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

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

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

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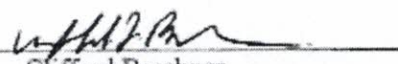
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(2) Make the statutory findings required pursuant to Health and Safety Code section 25249.7, subdivision (f)(4), approve the settlement and approve this Consent Judgment.

IT IS SO STIPULATED.

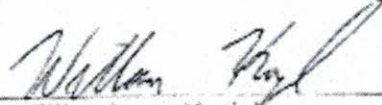
CENTER FOR ADVANCED PUBLIC AWARENESS, INC.

DATED: 10/17/17

BY: 
Clifford Brechner
Executive Director

TELEGRAPH PATIENTS GROUP, INC.,
doing business as TELEGRAPH HEALTH CENTER

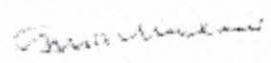
DATED: 10/6/17

BY: 
William Lucas Koziol
President

APPROVED AS TO FORM:

AQUA TERRA AERIS LAW GROUP, LLP

DATED: _____


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

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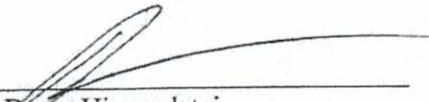
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HIMMELSTEIN LAW NETWORK

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4

DATED: 10/6/17

BY: 

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Barry Himmelstein
Attorney for Defendant, Telegraph
Patients Group, Inc., doing business as
Telegraph Health Center

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ORDER AND JUDGMENT

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

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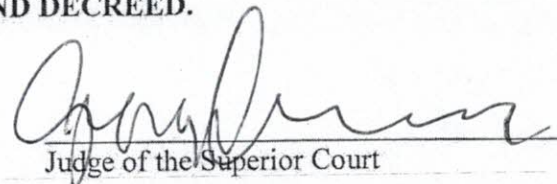
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IT IS SO ORDERED, ADJUDGED AND DECREED.

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Date: 12/12/2017


Judge of the Superior Court

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