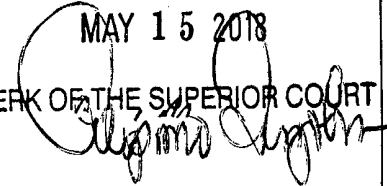




1 Aqua Terra Aeris (ATA) Law Group
 2 MATTHEW C. MACLEAR, SBN 209228
 3 828 San Pablo Avenue, Suite 115B
 4 Albany, CA 94706
 Telephone: (415) 568 5200
 E-mail: mcm@atalawgroup.com

FILED
 ALAMEDA COUNTY

MAY 15 2018
 CLERK OF THE SUPERIOR COURT


5 **Attorneys for Plaintiff**
 6 *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,

Case No. RG17856308

[STIPULATED] CONSENT JUDGMENT

11 Plaintiff,
 12 vs.

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

13 **WE ARE HEMP**, an entity of unknown
 14 type; **MICHAEL MORGAN** and/or
 15 **ROBERT AKBAR SADEGHI**,
 individually or collectively doing business
 as **WE ARE HEMP**; and **DOES 1-25**,
 16 inclusive,

17 Defendants.

18 **1. INTRODUCTION**

19 **1.1** On April 11, 2017, Plaintiff CENTER FOR ADVANCED PUBLIC AWARENESS,
 20 INC. ("CAPA"), a non-profit corporation, in the public interest as a private enforcer, commenced
 21 this action by filing a Complaint for Permanent Injunction, Civil Penalties and Other Relief (the
 22 "Complaint") pursuant to the provisions of California Health and Safety Code, section 25249.5 *et*
 23 *seq.* ("Proposition 65"), against WE ARE HEMP, an entity of unknown type, and MICHAEL
 24 MORGAN and/or ROBERT AKBAR SADEGHI, individually or collectively doing business as
 25 WE ARE HEMP ("Defendant," "Defendants," or "WE ARE HEMP") in the Superior Court of the
 26 State of California, County of Alameda, Case No. RG17856308 ("Action"). In this Action, CAPA
 27 alleges that WE ARE HEMP produced, processed, marketed, offered to sell, sold, and/or distributed
 28 for sale in the State of California marijuana intended for smoking, the consumption and use of

1 which results in the generation of marijuana smoke, without first providing the clear and reasonable
2 exposure warning required by Proposition 65. Marijuana smoke is listed pursuant to Proposition 65
3 as a chemical that is known to the State of California to cause cancer. These products, including
4 flowers, leaves, stems, and other organic parts of marijuana plants (referred to hereinafter
5 individually as a “Subject Product” or collectively as “Covered Products”) are cannabis or
6 marijuana intended for combustion via smoking and inhalation. The intended and foreseeable
7 consumption and use (inhalation) of the Subject Products that are produced, processed, marketed,
8 distributed, offered for sale and/or sold by WE ARE HEMP in California allegedly results in
9 exposures to marijuana smoke. Plaintiff alleges such exposures require a clear and reasonable
10 Proposition 65 warning, but no such warning was given. WE ARE HEMP disputes this and other of
11 Plaintiff’s allegations.

12 **1.2** CAPA and WE ARE HEMP are hereinafter referred to individually as a “Party” or
13 collectively as the “Parties.”

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

18 **1.4** For purposes of this Consent Judgment, the Parties agree that WE ARE HEMP is a
19 business entity that has employed ten or more persons at all times relevant to this action, and
20 qualifies as a “person in the course of doing business” within the meaning of Proposition 65. WE
21 ARE HEMP distributes and sells the Covered Products.

22 **1.5** The Complaint is based on allegations contained in CAPA’s Notice of Violation
23 dated February 1, 2017, that was served on the California Attorney General, other public enforcers,
24 and WE ARE HEMP (“Notice of Violation” or “NOV”). A true and correct copy of the NOV is
25 attached as **Exhibit A** and is hereby incorporated by reference. More than 60 days, plus 5 days for
26 mailing, have passed since the NOV was mailed and uploaded to the Attorney General’s website,
27 and no designated governmental entity has diligently prosecuted this matter, as exemplified by the
28 filing of the Complaint against WE ARE HEMP in regards to the Covered Products or the alleged

1 violations.

2 **1.6** CAPA's NOV and Complaint allege that use of the Covered Products exposes
3 persons in California to marijuana smoke without first providing clear and reasonable warnings in
4 violation of California Health and Safety Code, section 25249.6. WE ARE HEMP denies all
5 material allegations contained in the Notice and Complaint.

6 **1.7** 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,
13 issue of law, or violation of law, at any time, for any purpose.

14 **1.8** 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
16 legal proceeding unrelated to these proceedings.

17 **1.9** The "Effective Date" of this Consent Judgment is the date on which this Court enters
18 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
24 binding resolution of all claims up through the Effective Date, which were or could have been
25 brought in this action based on the allegations contained in the NOV and/or Complaint.

26 **3. INJUNCTIVE RELIEF AND WARNINGS**

27 **3.1** Commencing on the Effective Date, pursuant to the provisions of California Health
28 & Safety Code, section 25249.7, subdivision (a), WE AER HEMP is permanently enjoined to

1 comply with, and prohibited from violating or threatening to violate 24249.6 *et seq.*, and its
2 implementing regulations California Code of Regulations, title 27, sections 25601 *et seq.* with
3 respect to alleged exposures to marijuana smoke from Subject Products.

4 **3.2 Clear and Reasonable Warnings**

5 **3.2.1 In-Store or Product Label Warnings.** WE ARE HEMP shall either 1) post
6 in-store warning signs (“In-Store Warnings”) or 2) affix a warning label to the packaging, labeling,
7 or directly on each Subject Product (“Product Label Warning”) sold in its dispensary or through a
8 delivery service, if any, in California.

9 In-Store Warnings shall be provided at two or more of the following locations: a) at or near
10 each cash register in the store; b) at or near each display case in the store; or c) at or near the
11 entrance to the store. The warnings shall be at least 8 inches by 10 inches, and posted at a height
12 and location that will make it conspicuous and easy to read for the average person. The text of the
13 warning shall be printed in black ink, in a font that is easy to read and legible, but in no case shall
14 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
16 read and legible, in the same type size or larger than the Subject Product’s description text. The
17 warning shall be securely affixed to (via a label) or printed upon the container, label, or labeling of
18 each Subject 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 WE ARE HEMP from
20 modifying the warning text to also reference reproductive harm in compliance with California Code
21 of Regulations, title 27, sections 25601 *et seq.*, as may be amended. If WE ARE HEMP provides a
22 warning for reproductive harm, WE ARE HEMP may use the bracketed language set forth below,
23 without further approval by the Court. The warning must be substantially similar to the following
24 and may also include a warning concerning birth defects or other reproductive harm (bracketed []
25 language below may be added at the sole discretion of WE ARE HEMP):

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

Or

1
2 **⚠ WARNING:** Smoking [or consuming] marijuana products can expose you
3 to chemicals including marijuana smoke, which is known to
4 the State of California to cause cancer[, and ____], which is
5 known to the State of California to cause birth defects or other
6 reproductive harm]. For more information go to
7 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 WE ARE HEMP's dispensary or available for delivery directly to WE
12 ARE HEMP's dispensary members, a warning that complies with the content requirements of
13 section 25603, subdivision (a) and Section 3.2.1 above must also be provided by including either
14 the warning or a clearly marked hyperlink using the word "WARNING" on the Subject Product
15 display page, or by otherwise prominently displaying the warning to the purchaser prior to
16 completing the purchase. If a short-form warning is provided as set forth above, the warning
17 provided on the website may use the same content as the on-product warning. WE ARE HEMP may
18 include supplemental information only as set forth in California Code of Regulations, title 27,
19 Section 25601, subdivision (e).

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

24 **4. SETTLEMENT PAYMENT**

25 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
26 attorney's fees, and costs, WE ARE HEMP shall pay \$65,000.00 ("Total Settlement Amount").
27 Total Settlement Amount (\$65,000.00) shall be paid within seven (7) days of the Effective Date.
28 WE ARE HEMP shall make each payment by wire transfer to ATA's escrow account, for which
ATA will give WE ARE HEMP the necessary account information, or other reasonable commercial
method including by cash. The Total Settlement Amount shall be apportioned as follows:

1 **4.2 PENALTY AMOUNT \$18,000.00** shall be considered a civil penalty pursuant to
2 California Health and Safety Code, section 25249.7, subdivision (B)(1). CAPA shall remit 75%
3 \$13,500.00 of the civil penalty to the Office of Environmental Health Hazard Assessment
4 (“OEHHA”) for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance
5 with California Health and Safety Code, section 25249.12, subdivision (c). CAPA will retain the
6 remaining 25%, or \$4,500.00 of the civil penalty.

7 **4.3 COSTS \$2,458.20** shall be distributed to CAPA as reimbursement to CAPA for
8 reasonable costs incurred in bringing this action.

9 **4.4 ATTORNEYS FEES AMOUNT \$32,361.80** shall be distributed to Aqua Terra
10 Aeris Law Group (“ATA”) for legal fees and costs incurred as a result of this matter, including
11 investigating, bringing this matter to WE ARE HEMP’S attention, litigating the matter, and
12 negotiating a settlement in the public interest.

13 **4.5** In the event that WE ARE HEMP fails to remit the Total Settlement Payment owed
14 under Section 4 of this Consent Judgment within 12 days of the Effective Date, WE ARE HEMP
15 shall be deemed to be in material breach of its obligations under this Consent Judgment. CAPA
16 shall provide written notice of the delinquency to WE ARE HEMP’s counsel via electronic mail. If
17 WE ARE HEMP fails to deliver the Total Settlement Payment within five (5) after the written
18 notice, the Total Settlement Payment shall become immediately due and payable and shall accrue
19 interest at the statutory judgment interest rate provided in the Code of Civil Procedure, section
20 685.010. Additionally, WE ARE HEMP agrees to pay ATA’s reasonable attorney fees and costs for
21 reasonably necessary efforts to collect the payment due under this Consent Judgment.

22 **4.6 ADDITIONAL SETTLEMENT PAYMENTS \$12,180.00** shall be distributed to
23 CAPA as an Additional Settlement Payment (“ASP”), pursuant to California Code of Regulations,
24 title 27, sections 3203, subdivision (d), and 3204. CAPA will utilize the ASP for activities that
25 address the same public harm as allegedly caused by WE ARE HEMP in this matter. These
26 activities are detailed below and support CAPA’s overarching goal of reducing use, misuse, and
27 exposure to hazardous and toxic chemicals, fostering and increasing the public awareness of
28 chemicals inherent in consumer products, facilitating a safe environment for consumers and

1 employees, and encouraging corporate responsibility. CAPA's activities have had, and will continue
2 to have, a direct and primary effect within the State of California because California consumers will
3 be benefitted by the reduction of exposure to marijuana smoke and increase informed choices made
4 by patients and consumers before exposure by providing clear and reasonable warnings to
5 California consumers prior to exposure resulting from purchase of the products.

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

1 provide the Attorney General, within thirty days of any request, copies of documentation
2 demonstrating how such funds have been spent.

3 **4.7** WE ARE HEMP shall issue separate 1099 forms for each of its payments under this
4 Consent Judgment to the persons identified below:

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

8 (b) “Aqua Terra Aeris Law Group,” for attorneys’ fees and costs reimbursed pursuant to
9 Section 4.4.

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

12 **5. CLAIMS COVERED AND RELEASE**

13 **5.1 Plaintiff’s Public Binding Release of Proposition 65 Claims.** This Consent
14 Judgment is a full, final, and binding resolution between CAPA, acting on behalf of itself and in the
15 public interest, and WE ARE HEMP, and its parents, subsidiaries, directors, officers, employees,
16 attorneys, and for those affiliated entities under common ownership who were disclosed prior to the
17 full execution of this Consent Judgment by the Parties (collectively, “Releasees”) related to any
18 violation of Proposition 65 that was or could have been asserted by CAPA, on behalf of itself,
19 against Releasees for unwarned exposures to marijuana smoke from the Covered Products
20 produced, processed, marketed, offered for sale, sold or distributed for sale in California by WE
21 ARE HEMP prior to the Effective Date. Compliance with the terms of this Consent Judgment
22 constitutes compliance with Proposition 65 with respect to exposures to marijuana smoke from the
23 Products sold by or through WE ARE HEMP after the Effective Date.

24 **5.2 CAPA’s Individual Release of Claims.** CAPA, on its own behalf, also provides
25 a release herein which shall be effective as a full and final accord and satisfaction, as a bar to all
26 actions, causes of action, obligations, costs, expenses, attorneys’ fees, damages, losses, claims,
27 liabilities and demands of CAPA of any nature, character or kind, whether known or unknown,
28 suspected or unsuspected, arising out of alleged or actual exposures to marijuana smoke in the

1 Covered Products grown, cultivated, processed or sold or distributed for sale by WE ARE HEMP in
2 California before the Effective Date.

3 **5.3 WE ARE HEMP'S Release of CAPA.** WE ARE HEMP, on its own behalf and on
4 behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby
5 waives any and all claims that it may have against CAPA and its attorneys and other
6 representatives, for any and all actions taken or statements made (or those that could have been
7 taken or made) by CAPA and its attorneys and other representatives, whether in the course of
8 investigating claims, otherwise seeking 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 Covered Products will
11 develop or be discovered. CAPA on its behalf only, on one hand, and WE ARE HEMP, on the other
12 hand, acknowledge that this Agreement is expressly intended to cover and include all such claims
13 up through the Effective Date, including all rights of action therefor. CAPA and WE ARE HEMP
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 WE ARE HEMP each acknowledge and understand the significance and
23 consequences of this specific waiver of California Civil Code, section 1542.

24 **6. COURT APPROVAL**

25 This Consent Judgment is not effective until it is approved and entered by the Court and
26 shall be null and void if, for any reason, it is not approved and entered by the Court within one year
27 after it has been fully executed by all Parties.

28 **7. SEVERABILITY**

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

1 be adversely affected.

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

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

21 **9. NOTICES**

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

26 For WE ARE HEMP:

27 WE ARE HEMP
28 Attn: Mike Morgan and Robert Sadeghi
913 E. Lewelling Blvd.

1 Hayward, CA 94541

2 With a copy to:
3 Frederick Remer, Esq.
4 1260 B Street, Suite 220, Hayward CA 94541

5 For CAPA:

6 Executive Director
7 Center for Advanced Public Awareness, Inc.
8 180 Promenade Cir.
9 Sacramento, CA 95834

10 With a copy to:
11 Aqua Terra Aeris Law Group
12 c/o Matthew Maclear
13 828 San Pablo Avenue, Suite 115B
14 Albany, CA 94706
15 mcm@atalawgroup.com

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

22 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

26 **11. POST EXECUTION ACTIVITIES**

27 CAPA agrees to comply with the reporting form requirements referenced in Health & Safety
28 Code, section 25249.7, subdivision (f). The Parties further acknowledge that, pursuant to Health &
Safety Code, section 25249.7, subdivision (f), a noticed motion is required to obtain judicial
approval of the settlement. In furtherance of obtaining such approval, CAPA and WE ARE HEMP
agree to mutually employ their best efforts, and that of their counsel, to support the entry of this

1 agreement as a Consent Judgment, and to obtain judicial approval of the settlement in a timely
2 manner. If the Attorney General objects to any term in this Consent Judgment, the Parties shall use
3 their best individual and collective efforts to resolve the concern in a timely manner, and if possible
4 in advance of the hearing on the motion to approve settlement. If the Court does not approve of the
5 Stipulated Consent Judgment, it shall be void or voided and have no force or effect.

6 **12. MODIFICATION**

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

10 **13. AUTHORIZATION**

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

14 **14. DRAFTING**

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

19 **15. ENFORCEMENT**

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

25 CAPA may, by motion or order to show cause before this Court, seek to enforce the terms
26 and conditions contained in this Consent Judgment. CAPA may seek whatever penalties/fines,
27 costs, fees or other remedies are provided for in the Consent Judgment or allowed by law for failure
28 to comply with the Consent Judgment. To the extent that the alleged failure to comply with the

1 Consent Judgment constitutes a violation of Proposition 65 or other laws, CAPA shall not be
2 limited to enforcement of this Consent Judgment and may seek, in a separately filed action,
3 whatever penalties/fines, costs, fees or other remedies as provided for by law for failure to comply
4 with Proposition 65 or other law(s).

5 **16. ENTIRE AGREEMENT**

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

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


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

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

23
24 **IT IS SO STIPULATED.**

25 Date: 3/8/18

CENTER FOR ADVANCED PUBLIC
AWARENESS, INC.

26
27 By: 
28 Clifford Brechner

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Date: _____


WE ARE HEMP

By: _____
Name: Mike Morgan and/or Robert Sadeghi
Title: Managing Partners of We Are Hemp

APPROVED AS TO FORM:

Date: 3/13/18

AQUA TERRA AERIS LAW GROUP, LLP

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

Date: _____

THE LAW OFFICES OF FREDERICK R.
REMER

By: _____
Frederick R. Remer
Attorneys for Defendants WE ARE
HEMP, MICHAEL MORGAN, and
ROBERT AKBAR SADEGHI

ORDER AND JUDGMENT

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

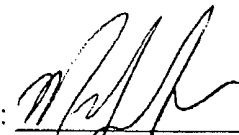
Date: _____

Judge of the Superior Court

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Date: 3-8-2018

WE ARE HEMP

By: 
Name: Mike Morgan and/or Robert Sadeghi
Title: Managing Partners of We Are Hemp

APPROVED AS TO FORM:


Date: _____

AQUA TERRA AERIS LAW GROUP, LLP

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

Date: 3-8-2018

THE LAW OFFICES OF FREDERICK R. REMER

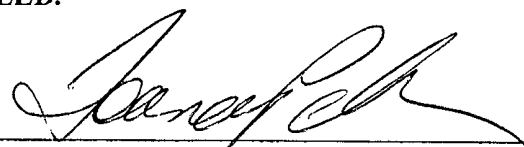
By: 
Frederick R. Remer
Attorneys for Defendants WE ARE
HEMP, MICHAEL MORGAN, and
ROBERT AKBAR SADEGHI

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: 5/15/18



Judge of the Superior Court

Ioana Petrou

CLERK'S CERTIFICATE OF SERVICE BY MAIL
CCP 1013a(3)

CASE NAME: **Center for Advanced Public Awareness, Inc. vs. We Are Hemp**
ACTION NO.: **RG17856308**

I certify that, I am not a party to the within action. I served the foregoing

Consent Judgment by depositing a true copy thereof in the United States mail in Oakland,

California in a sealed envelope with postage fully prepaid thereon addressed to:

Aqua Terra Aeris (ATA)
Matthew C. Maclear
828 San Pablo Avenue., Suite 115B
Albany, CA 94706

Doolittle, Wallace C.
Law Offices of Wallace C. Doolittle
1260 B Street, Suite 220
Hayward, CA 94541

I declare under penalty of perjury that the following is true and correct

Executed on May 15, 2018 at Oakland, California.
Chad Finke,
Executive Officer/Clerk

By Pipipino Jungchan
Deputy Clerk