



SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

**Document Scanning Lead Sheet**

Nov-08-2017 9:49 am

Case Number: CGC-17-559173

Filing Date: Nov-08-2017 9:49

Filed by: ERICKA LARNAUTI

Image: 06097029

TEXT JUDGMENT

CENTER FOR ADVANCED PUBLIC AWARENESS, INC., A VS. SHAMBALA  
HEALING CENTER, INC., DOING BUSINESS ET AL

001C06097029

**Instructions:**

Please place this sheet on top of the document to be scanned.

**FILED**  
San Francisco County Superior Court

NOV 08 2017

CLERK OF THE COURT

BY: \_\_\_\_\_  
Deputy Clerk

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

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

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN FRANCISCO

12 **CENTER FOR ADVANCED PUBLIC**  
13 **AWARENESS, INC.**, a California  
14 nonprofit corporation,

15 Plaintiff,

16 vs.

17 **SHAMBALA HEALING CENTER,**  
18 **INC., doing business as Shambhala**  
19 **Healing Center; and DOES 1-25,**  
20 inclusive,

21 Defendants.

No. CGC-17-559173

**[STIPULATED] CONSENT JUDGMENT**

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

22 **1. INTRODUCTION**

23 1.1 On May 25, 2017, Plaintiff, CENTER FOR ADVANCED PUBLIC AWARENESS,  
24 INC. ("CAPA"), a non-profit corporation, in the public interest as a private enforcer, commenced this  
25 action by filing a Complaint for Permanent Injunction, Civil Penalties and Other Relief (the  
26 "Complaint") pursuant to the provisions of California Health and Safety Code, section 25249.5 *et*  
27 *seq.* ("Proposition 65"), against Shambala Healing Center, Inc., doing business as Shambhala Healing  
28 Center ("Defendant") in San Francisco County Superior Court Case CGC-17-559173 ("Action"). In  
this action, CAPA alleges that Defendant produced, processed, marketed, offered to sell, sold, and/or  
distributed for sale in the State of California marijuana intended for smoking, the consumption and

CASE NO. CGC-17-559173

CAPA V. SHAMBALA HEALING CENTER, INC.  
CONSENT JUDGMENT

1. use of which results in the generation of marijuana smoke, without first providing the clear and  
2 reasonable exposure warning required by Proposition 65. Marijuana smoke is listed pursuant to  
3 Proposition 65 as a chemical that is known to the State of California to cause cancer. These products,  
4 including 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 marijuana  
6 intended for combustion via smoking and inhalation. The intended and foreseeable consumption and  
7 use (inhalation) of the Subject Products that are produced, processed, marketed, distributed, offered  
8 for sale and/or sold by Defendant in California allegedly results in exposures to marijuana smoke.  
9 Plaintiff alleges such exposures require a clear and reasonable Proposition 65 warning, but no such  
10 warning was given. Defendant disputes this and other of Plaintiff's allegations.

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

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

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

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

25           **1.6** The Complaint is based on allegations contained in CAPA's Notice of Violation, dated  
26 February 17, 2017, that was served on the California Attorney General, other public enforcers, and  
27 Defendant ("Notice of Violation" or "NOV"). More than 60 days, plus five (5) days for mailing, have  
28

1 passed since the NOV was mailed and uploaded to the Attorney General's website, and no designated  
2 governmental entity has diligently prosecuted this matter, as exemplified by the filing of the  
3 Complaint against Defendant with regard to the Subject Products or the alleged violations.

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

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

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

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

21 **2. JURISDICTION AND VENUE**

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

28

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

27  
28

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:**     **This product contains a chemical (Marijuana Smoke) known to**  
4                   **the State of California to cause cancer [and birth defects or other**  
5                   **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                   ///

28                   ///

1   **4.     SETTLEMENT PAYMENT**

2           **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,  
3 attorney's fees, and costs, Defendant shall pay \$55,000.00 ("Total Settlement Payment"). One half  
4 of the Total Settlement Amount (\$27,500.00) shall be paid within seven (7) days of the Effective  
5 Date. The final half of the Total Settlement Amount (\$27,500.00) shall be paid on or before  
6 December 10, 2017, provided that the Consent Judgment has been approved and entered by the Court,  
7 but if not then within three (3) weeks of the Effective Date. Defendant shall make each one-half  
8 payment by wire transfer to ATA's escrow account, for which ATA will give Defendant the necessary  
9 account information, or other reasonable commercial method including by cash. The Total Settlement  
10 Amount shall be apportioned as follows:

11           **4.2 PENALTY AMOUNT** \$9,701.74 shall be considered a civil penalty pursuant to  
12 California Health and Safety Code section 25249.7, subdivision (B)(1). CAPA shall remit 75%  
13 (\$7,276.31) of the total civil penalty to the Office of Environmental Health Hazard Assessment  
14 ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with  
15 California Health and Safety Code, section 25249.12, subdivision (c). CAPA will retain the  
16 remaining 25% (\$2,425.44) of the civil penalty.

17           **4.3 COSTS** \$936.11 shall be distributed to CAPA as reimbursement for reasonable costs  
18 incurred in bringing this action.

19           **4.4 ATTORNEYS FEES AMOUNT.** \$34,660.50 shall be distributed to Aqua Terra  
20 Aeris Law Group ("ATA") for legal fees and costs incurred as a result of this matter, including  
21 investigating, bringing this matter to Defendant's attention, litigating, and negotiating a settlement in  
22 the public interest.

23           **4.5** In the event that Defendant fails to remit the Total Settlement Payment owed under  
24 Section 4 of this Consent Judgment on or before December 10, 2017, Defendant shall be deemed to  
25 be in material breach of its obligations under this Consent Judgment. CAPA shall provide written  
26 notice of the delinquency to Defendant's counsel via electronic mail. If Defendant fails to deliver the  
27 Total Settlement Payment within five (5) after the written notice, the Total Settlement Payment shall  
28

1 become immediately due and payable and shall accrue interest at the statutory judgment interest rate  
2 provided in the Code of Civil Procedure, section 685.010. Additionally, Defendant agrees to pay  
3 ATA's reasonable attorney fees and costs for reasonably necessary efforts to collect the payment due  
4 under this Consent Judgment.

5 **4.6 ADDITIONAL SETTLEMENT PAYMENTS.** \$9,701.65 shall be distributed to  
6 CAPA as an Additional Settlement Payment ("ASP"), pursuant to California Code of Regulations,  
7 title 27, sections 3203, subdivision (d), and 3204. CAPA will utilize the ASP for activities that  
8 address the same public harm as allegedly caused by Defendant in this matter. These activities are  
9 detailed below and support CAPA's overarching goal of reducing use, misuse, and exposure to  
10 hazardous and toxic chemicals, fostering and increasing the public awareness of chemicals inherent  
11 in consumer products, facilitating a safe environment for consumers and employees, and encouraging  
12 corporate responsibility. CAPA's activities have had, and will continue to have, a direct and primary  
13 effect within the State of California because California consumers will be benefitted by the reduction  
14 of exposure to marijuana smoke and increase informed choices made by patients and consumers  
15 before exposure by providing clear and reasonable warnings to California consumers prior to  
16 exposure resulting from purchase of the products.

17 CAPA hereby provides the following list of activities CAPA engages in to protect California  
18 consumers through Proposition 65 citizen enforcement, along with a breakdown of how ASP funds  
19 will be utilized to facilitate those activities: (1) ENFORCEMENT (70%-80%): investigating,  
20 obtaining, shipping, analyzing, and/or testing dispensaries or products that may contain carcinogenic  
21 chemicals contained in marijuana smoke and are sold to and expose California consumers to  
22 chemicals listed under Proposition 65; continued monitoring and enforcement of past consent  
23 judgments and settlements to ensure companies are in compliance with their obligations thereunder,  
24 with a specific focus on those judgments and settlements concerning chemicals of concern (which  
25 necessarily includes additional work, investigating, purchasing, processing, analyzing and/or testing  
26 consumer products; litigating matters that result in settlements, judgments, defaults, bankruptcies, or  
27 dismissals); (2) PUBLIC OUTREACH (up to 5%): public outreach programs including maintaining  
28



1 CAPA's blog, website, and social media accounts; (3) SPECIAL PROJECTS (up to 5%): projects  
2 including obtaining expert and legal opinions not specific to any one case that are necessary to the  
3 continued private enforcement of Proposition 65; and/or (4) PRODUCT DATABASE (up to 5%):  
4 maintaining a database with all products sold to California consumers that CAPA has obtained which  
5 could cause an exposure to marijuana smoke or other toxic, carcinogenic or reproductive  
6 harms. CAPA will maintain adequate records to document that the funds paid as an ASP are spent on  
7 the activities described herein. CAPA shall provide the Attorney General, within thirty days of any  
8 request, copies of documentation demonstrating how such funds have been spent.

9           4.7 Defendant shall issue separate 1099 forms for each of its payments under this Consent  
10 Judgment to the persons identified below:

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

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

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

18 **5. CLAIMS COVERED AND RELEASED**

19           **5.1 Plaintiff's Public Binding Release of Proposition 65 Claims.** This Consent  
20 Judgment is a full, final, and binding resolution between CAPA, acting on behalf of itself and in the  
21 public interest, and Defendant, and its parents, subsidiaries, directors, officers, employees, attorneys,  
22 and for those affiliated entities under common ownership (collectively, "Releasees") related to any  
23 violation of Proposition 65 that was or could have been asserted by CAPA, on behalf of itself and in  
24 the public interest, against Releasees for unwarned exposures to marijuana smoke, and for claims  
25 based on the NOV and/or complaint, relating to the Subject Products produced, processed, marketed,  
26 offered for sale, sold or distributed for sale in California by Defendant prior to the Effective Date.  
27 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with  
28

1 respect to the claims asserted in the NOV and exposures to marijuana smoke from the Subject  
2 Products sold by or through Defendant after the Effective Date.

3 **5.2 CAPA's Individual Release of Claims.** CAPA, on its own behalf, also provides a  
4 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions,  
5 causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and  
6 demands of CAPA of any nature, character or kind, whether known or unknown, suspected or  
7 unsuspected, arising out of alleged or actual exposures to marijuana smoke, and claims that were or  
8 could have been asserted based on the NOV and/or complaint relating to the Subject Products grown,  
9 cultivated, processed, sold or distributed for sale by Defendant in California before the Effective Date.

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

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

24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**  
25 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS**  
26 **OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,**  
27 **WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY**  
28 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

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

3 **6. COURT APPROVAL**

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

7 **7. SEVERABILITY**

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

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

12 The terms of this Consent Judgment shall be governed by the laws of the state of California  
13 and apply within the state of California. Pursuant to Code of Civil Procedure section 664.6, the Court  
14 retains jurisdiction over this matter and terms of the Judgment contained herein. In the event  
15 Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to  
16 the Subject Products, then Defendant may provide written notice to CAPA of any asserted change in  
17 the law, and have no further obligations pursuant to this Consent Judgment, with respect to, and to  
18 the extent that, the Subject Products are so affected. Nothing in this Consent Judgment shall be  
19 interpreted to relieve Defendant from any obligation to comply with any pertinent state laws  
20 concerning labeling, warning or toxics in consumer products. If OEHHA or other governmental body  
21 with authority promulgates regulations setting forth warning text and/or methods of transmission  
22 required or permitted to be used under Proposition 65 for exposures to marijuana smoke in the Subject  
23 Products as defined herein, then at its sole discretion Defendant may use such other warning text  
24 and/or method of transmission, without being in breach of this Consent Judgment, provided that  
25 Defendant sends written notice of this decision and includes the content and means of transmission  
26 of the warning to CAPA sixty (60) days in advance of implementing any such changes. CAPA shall  
27  
28

1 have an opportunity to provide comments and to meet and confer regarding the proposed changes  
2 before they are fully implemented.

3 **9. NOTICES**

4 Unless specified herein, all correspondence and notices required to be provided pursuant to  
5 this Consent Judgment shall be in writing and sent by the following methods, with additional copy to  
6 counsel via electronic mail: (i) personal delivery; (ii) first-class mail, registered or certified, with  
7 return receipt requested; or (iii) a recognized overnight courier on any party by the other party at the  
8 following addresses:

9 **For Defendant:**

10 Shambhala Healing Center, Inc.  
11 ATTN: Khader El Shawa, CEO  
12 2201 Mission Street  
San Francisco, CA 94110

13 With a copy to:  
14 Ann G. Grimaldi  
Grimaldi Law Offices  
15 50 California Street, Suite 1500  
San Francisco, CA 94111  
16 [ann.grimaldi@grimaldilawoffices.com](mailto:ann.grimaldi@grimaldilawoffices.com)

17 **For CAPA:**

18 Executive Director  
19 Center for Advanced Public Awareness, Inc.  
180 Promenade Cir.  
20 Sacramento, CA 95834

21 With a copy to:  
22 Aqua Terra Aeris Law Group  
c/o Matthew Maclear  
23 828 San Pablo Avenue, Suite 115B  
Albany, CA 94706  
24 [mcm@atalawgroup.com](mailto:mcm@atalawgroup.com)

25 Any Party may change its notice name and address by informing the other party in writing,  
26 but no change is effective until proof of receipt is confirmed. All notices and other communications  
27 required or permitted under this Final Judgment that are properly addressed as provided in this  
28

1 paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective  
2 five (5) days following deposit in the United States mail, postage prepaid, if delivered by First Class  
3 mail.

4 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

8 **11. POST EXECUTION ACTIVITIES**

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

19 **12. MODIFICATION**

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

23 **13. AUTHORIZATION**

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

27  
28

1 **14. DRAFTING**

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

6 **15. ENFORCEMENT**

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

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

19 **16. ENTIRE AGREEMENT**

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

25  
26  
27  
28

1 express or implied, unless specifically referred to herein shall be deemed to exist or to bind any  
2 Party as it relates to the allegations made in this action.

3  
4  
5 **17. STIPULATED REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND**  
6 **ENTRY OF CONSENT JUDGMENT**

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

- 10 (1) Find the terms and provisions of this Consent Judgment represent a fair and equitable  
11 settlement of all matters raised by the allegations of the Complaint, that the matter  
12 has been diligently prosecuted and that the public interest is served by such  
13 settlement; and  
14 (2) Make the statutory findings required pursuant to Health and Safety Code section  
15 25249.7, subdivision (f)(4), approve the settlement and approve this Consent  
16 Judgment.

17  
18 **IT IS SO STIPULATED.**

19  
20 CENTER FOR ADVANCED PUBLIC  
AWARENESS, INC.

21 DATED: 9/15/17

22 BY: [Signature]  
Clifford Brechner  
Executive Director

23  
24 SHAMBALA HEALING CENTER, INC.,  
25 doing business as SHAMBHALA HEALING  
26 CENTER

27 DATED: 9. 15. 2017

28 BY: KHADGUR AL SHAWA  
Name: [Signature]

1 APPROVED AS TO FORM:

2 AQUA TERRA AERIS LAW GROUP, LLP

3  
4 DATED: September 15, 2017

BY: 

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

7 GRIMALDI LAW OFFICES

8 DATED: September 15, 2017

BY: 


Ann G. Grimaldi  
Attorney for Defendant, Shambala  
Healing Center, Inc., doing business as  
Shambhala Healing Center

12 **ORDER AND JUDGMENT**

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

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

17  
18 Date: 11/9/17

  
\_\_\_\_\_  
Judge of the Superior Court  
**HAROLD KAHN**