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5 **Attorneys for Plaintiff**

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

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8
9 COUNTY OF SAN DIEGO

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

13 vs.

14 **SOUTH BAY DREAMS**
15 **COOPERATIVE, INC., d.b.a HARBOR**
16 **COLLECTIVE**, a California corporation;
and **DOES 1-25**, inclusive,
17 Defendants.

No. 37-2017-00028974-CU-MC-CTL

[STIPULATED] AMENDED CONSENT

JUDGMENT (Health & Safety Code §

25249.6 *et seq.*)

18 **1. INTRODUCTION**

19 **1.1** On August 7, 2017, Plaintiff, Center for Advanced Public Awareness, Inc. ("CAPA"),
20 a non-profit corporation, in the public interest as a private enforcer, commenced this action by filing
21 a Complaint for Permanent Injunction, Civil Penalties and Other Relief (the "Complaint") pursuant
22 to the provisions of California Health and Safety Code, section 25249.5 *et seq.* ("Proposition 65"),
23 against South Bay Dreams Cooperative, Inc., d.b.a Harbor Collective ("Defendant") in San Diego
24 County Superior Court Case No. 37-2017-00028974-CU-MC-CTL ("Action"). In this action, CAPA
25 alleges that Defendant produced, processed, marketed, offered to sell, sold, and/or distributed for sale
26 in the State of California marijuana intended for smoking, the consumption and use of which results
27 in the generation of marijuana smoke, without first providing the clear and reasonable exposure

28 CASE NO. 37-2017-00028974-CU-MC-CTL

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

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

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

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

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

24 **1.6** The Complaint is based on allegations contained in CAPA’s Notice of Violation, dated
25 April 11, 2017, that was served on the California Attorney General, other public enforcers, and
26 Defendant (“Notice of Violation” or “NOV”). On May 24, 2017, CAPA served the San Diego City
27 Attorney with the NOV. More than 60 days, plus five (5) days for mailing, passed since the NOV was
28

1 mailed and uploaded to the Attorney General’s website and all relevant public enforcers were served,
2 and no designated governmental entity diligently prosecuted this matter, as exemplified by the filing
3 of the 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 Diego, has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction
24 over the Parties to this Final Judgment. The Parties further stipulate that venue is proper in San Diego
25 County, and that this Court has jurisdiction and authority to enter a full, final and binding resolution
26 of all claims, which were or could have been brought in this action based on the allegations contained
27 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
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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
4  **WARNING:** These products contain chemicals, including Marijuana Smoke,
5 known to the State of California to cause cancer, birth defects, or
6 other reproductive harm.

7 or

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

13 Or the following short form warning as follows:

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

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


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

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

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

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

6 **or**

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

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

13 **4. SETTLEMENT PAYMENT**

14 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
15 attorney’s fees, and costs, Defendant shall pay \$70,000.00 (“Total Settlement Payment”). The Total
16 Settlement Payment shall be paid within seven (7) days of the Effective Date. Defendant shall make
17 a single payment by wire transfer to ATA’s escrow account, for which ATA will give Defendant the
18 necessary account information, or other reasonable commercial method including by cash. The Total
19 Settlement Amount shall be apportioned as follows:

20 **4.2 PENALTY AMOUNT \$24,829.00** shall be considered a civil penalty pursuant to
21 California Health and Safety Code section 25249.7, subdivision (B)(1). CAPA shall remit 75%
22 (**\$18,621.75**) of the total civil penalty to the Office of Environmental Health Hazard Assessment
23 (“OEHHHA”) for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with
24 California Health and Safety Code, section 25249.12, subdivision (c). CAPA will retain
25 the remaining 25% (**\$6,207.25**) of the civil penalty.

26 **4.3 COSTS \$1735.99** shall be distributed to CAPA as reimbursement for reasonable costs
27 incurred in bringing this action.

1 **4.4 ATTORNEYS FEES AMOUNT. \$25,435.00** shall be distributed to Aqua Terra
2 Aeris Law Group (“ATA”) for legal fees and costs incurred as a result of this matter, including
3 investigating, bringing this matter to Defendant’s attention, litigating, and negotiating a settlement in
4 the public interest.

5 **4.5** In the event that Defendant fails to remit the Total Settlement Payment owed under
6 Section 4 of this Consent Judgment within seven (7) days of the Effective Date, Defendant shall be
7 deemed to be in material breach of its obligations under this Consent Judgment. CAPA shall provide
8 written notice of the delinquency to Defendant’s counsel via electronic mail. If Defendant fails to
9 deliver the Total Settlement Payment within five (5) after the written notice, the Total Settlement
10 Payment shall become immediately due and payable and shall accrue interest at the statutory
11 judgment interest rate provided in the Code of Civil Procedure, section 685.010. Additionally,
12 Defendant agrees to pay ATA’s reasonable attorney fees and costs for reasonably necessary efforts
13 to collect the payment due under this Consent Judgment.

14 **4.6 ADDITIONAL SETTLEMENT PAYMENTS. \$18,000.01** shall be distributed
15 to CAPA as an Additional Settlement Payment (“ASP”), pursuant to California Code of
16 Regulations, title 27, sections 3203, subdivision (d), and 3204. CAPA will utilize the ASP for
17 activities that address the same public harm as allegedly caused by Defendant in this matter.
18 These activities are detailed below and support CAPA’s overarching goal of reducing use,
19 misuse, and exposure to hazardous and toxic chemicals, fostering and increasing the public
20 awareness of chemicals inherent in consumer products, facilitating a safe environment for
21 consumers and employees, and encouraging corporate responsibility. CAPA’s activities have had,
22 and will continue to have, a direct and primary effect within the State of California because
23 California consumers will be benefitted by the reduction of exposure to marijuana smoke and
24 increase informed choices made by patients and consumers before exposure by providing clear
25 and reasonable warnings to California consumers prior to exposure resulting from purchase of
26 the product. CAPA hereby provides the following list of activities CAPA engages in to protect California
27 consumers through Proposition 65 citizen enforcement, along with a breakdown of how ASP funds
28

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

23 **4.7** Defendant shall issue separate 1099 forms for each of its payments under this Consent
24 Judgment to the persons identified below:

- 25 (a) "Center for Advanced Public Awareness, Inc.," whose address and tax
26 identification number shall be furnished after this Consent Judgment has been fully
27 executed by the Parties.
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1 (b) "Aqua Terra Aeris Law Group," for attorneys' fees and costs reimbursed pursuant
2 to Section 4.4.

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

5 **5. CLAIMS COVERED AND RELEASED**

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

17 **5.2 CAPA's Individual Release of Claims.** CAPA, on its own behalf, also provides a
18 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions,
19 causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and
20 demands of CAPA of any nature, character or kind, whether known or unknown, suspected or
21 unsuspected, arising out of alleged or actual exposures to marijuana smoke, and claims that were or
22 could have been asserted based on the NOV and/or complaint relating to the Subject Products grown,
23 cultivated, processed, sold or distributed for sale by Defendant in California before the Effective Date.

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

3 **5.4 California Civil Code, Section 1542.** It is possible that other claims not known to
4 the Parties arising out of the facts alleged in the Notice and relating to the Subject Products will
5 develop or be discovered. CAPA on its behalf only, on one hand, and Defendant, on the other hand,
6 acknowledge that this Consent Judgment is expressly intended to cover and include all such claims
7 up through the Effective Date, including all rights of action therefor. CAPA and Defendant
8 acknowledge that the claims released in Sections 5.2 and 5.3 above may include unknown claims,
9 and nevertheless waive California Civil Code, section 1542 as to any such unknown claims.
10 California Civil Code, section 1542 reads as follows:

11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
12 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS**
13 **OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,**
14 **WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
15 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

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

18 **6. COURT APPROVAL**

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

22 **7. SEVERABILITY**

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

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

27 The terms of this Consent Judgment shall be governed by the laws of the state of California
28 and apply within the state of California. Pursuant to Code of Civil Procedure section 664.6, the Court
retains jurisdiction over this matter and terms of the Judgment contained herein. In the event

1 Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to
2 the Subject Products, then Defendant may provide written notice to CAPA of any asserted change in
3 the law, and have no further obligations pursuant to this Consent Judgment, with respect to, and to
4 the extent that, the Subject Products are so affected. Nothing in this Consent Judgment shall be
5 interpreted to relieve Defendant from any obligation to comply with any pertinent state laws
6 concerning labeling, warning or toxics in consumer products. If OEHHA or other governmental body
7 with authority promulgates regulations setting forth warning text and/or methods of transmission
8 required or permitted to be used under Proposition 65 for exposures to marijuana smoke in the Subject
9 Products as defined herein, then at its sole discretion Defendant may use such other warning text
10 and/or method of transmission, without being in breach of this Consent Judgment, provided that
11 Defendant sends written notice of this decision and includes the content and means of transmission
12 of the warning to CAPA sixty (60) days in advance of implementing any such changes. CAPA shall
13 have an opportunity to provide comments and to meet and confer regarding the proposed changes
14 before they are fully implemented.

15 **9. NOTICES**

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

21 **For Defendant:**

22 South Bay Dreams Cooperative, Inc.
23 ATTN: Noel Shamoun or Current President or CEO
24 South Bay Dreams Cooperative, Inc., doing business as Harbor Collective
25 4254 Loma Del Sur
26 La Mesa, CA 91941

27 With a copy to:
28 Paul Metsch
Metsch & Mason, LLP
402 West Broadway, Suite 2700
San Diego, CA 92101

1 **For CAPA:**

2 Executive Director
3 Center for Advanced Public Awareness, Inc.
4 180 Promenade Cir.
5 Sacramento, CA 95834

6 With a copy to:
7 Aqua Terra Aeris Law Group
8 c/o Matthew Maclear
9 828 San Pablo Avenue, Suite 115B
10 Albany, CA 94706
11 mcm@atalawgroup.com

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

18 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

22 **11. POST EXECUTION ACTIVITIES**

23 CAPA agrees to comply with the reporting form requirements referenced in Health & Safety
24 Code, section 25249.7, subdivision (f). The Parties further acknowledge that, pursuant to Health &
25 Safety Code, section 25249.7, subdivision (f), a noticed motion is required to obtain judicial approval
26 of the settlement. In furtherance of obtaining such approval, CAPA and Defendant agree to mutually
27 employ their best efforts, and that of their counsel, to support the entry of this agreement as a Consent
28 Judgment, and to obtain judicial approval of the settlement in a timely manner. If the Attorney
General objects to any term in this Consent Judgment, the Parties shall use their best individual and

1 collective efforts to resolve the concern in a timely manner, and if possible in advance of the hearing
2 on the motion to approve settlement. If the Court does not approve of the Stipulated Consent
3 Judgment, it shall be void or voided and have no force or effect.

4 **12. MODIFICATION**

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

8 **13. AUTHORIZATION**

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

12 **14. DRAFTING**

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

17 **15. ENFORCEMENT**

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

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

3 **16. ENTIRE AGREEMENT**

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

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

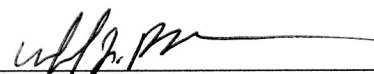
11 This Consent Judgment has come before the Court upon request of the Parties for the Court
12 to fully review its terms and to be fully informed regarding the matters which are the subject of this
13 action, and to:

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

21 **IT IS SO STIPULATED.**

22
23 CENTER FOR ADVANCED PUBLIC
AWARENESS, INC.

24
25 DATED: 2/12/18

26 BY: 
Clifford Brechner
Executive Director

SOUTH BAY DREAMS COOPERATIVE,
INC., d.b.a HARBOR COLLECTIVE

DATED: Feb 9, 2018

BY: [Signature]
Name: Noel Shannon
Title: President

APPROVED AS TO FORM:

AQUA TERRA AERIS LAW GROUP, LLP

DATED: February 12, 2018

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

METSCH & MASON, LLP

DATED: 2/1/18

BY: [Signature]
Paul Metsch
Attorney for Defendant, South Bay
Dreams Cooperative, Inc., d.b.a. Harbor
Collective

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: 3-2-18

[Signature] Judge Joel R. Wohlfeil
Judge of the Superior Court