1 2 3 4 5 6 7	LEXINGTON LAW GROUP Mark N. Todzo, State Bar No. 168389 Abigail Blodgett, State Bar No. 278813 503 Divisadero Street San Francisco, CA 94117 Telephone: (415) 913-7800 Facsimile: (415) 759-4112 mtodzo@lexlawgroup.com ablodgett@lexlawgroup.com Attorneys for Plaintiff CENTER FOR ENVIRONMENTAL HEALTH		
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9	SUPERIOR COURT FOR THE STATE OF CALIFORNIA		
10	FOR THE COUNTY OF ALAMEDA		
11			
12	CENTER FOR ENVIRONMENTAL HEALTH,) Case No. RG 15-770932		
13) Plaintiff,		
14	v. (PROPOSED] CONSENT JUDGMENT AS TO CB		
15	SPACE JAM JUICE LLC, et al.,		
16 17)) Defendente		
17	Defendants.))		
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20			
20	1. INTRODUCTION		
22	 1.1. This Consent Judgment is entered into by Plaintiff Center for Environmental Health, a non-profit corporation ("CEH"), and CB Distributors, Inc. ("Settling Defendant") to settle claims asserted by CEH against Settling Defendant as set forth in the operative Complaint 		
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24			
25	in the matter <i>Center for Environmental Health v. Space Jam Juice LLC, et al.</i> , Alameda County		
26	Superior Court Case No. RG 15-770932 (the "Action"). CEH and Settling Defendant are referred		
27	to collectively as the "Parties."		
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DOCUMENT PREPARED ON RECYCLED PAPER	-1- CONSENT JUDGMENT AS TO CB DISTRIBUTORS, INC. – CASE NO. RG 15-770932		

1 1.2. On February 27, 2015, CEH served a 60-Day Notice of Violation (the "Notice") 2 relating to the California Safe Drinking Water and Toxic Enforcement Act of 1986, California 3 Health & Safety Code § 25249.5, et seq. ("Proposition 65") on Settling Defendant, the California 4 Attorney General, the District Attorneys of every County in the State of California, and the City 5 Attorneys for every City in State of California with a population greater than 750,000. The 6 Notice alleges violations of Proposition 65 with respect to the presence of nicotine in electronic 7 cigarette devices designed for use with nicotine-containing liquid manufactured, distributed, 8 and/or sold by Settling Defendant.

9 1.3. Subsequently, on September 2, 2015, CEH served additional Notices of
10 Proposition 65 violation alleging exposures to formaldehyde and acetaldehyde in electronic
11 cigarette devices designed for use with nicotine-containing liquid manufactured, distributed,
12 and/or sold by Settling Defendant as well as the liquids used in such products.

13 1.4. Settling Defendant is a corporation that employs ten (10) or more persons and that
14 manufactures, distributes, and/or sells Covered Products (as defined herein) in the State of
15 California or has done so in the past.

16 1.5. On August 25, 2015, the Complaint was amended to add Settling Defendant as a
17 party.

18 1.6. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
19 Court has jurisdiction over the allegations of violations contained in the Notice and Complaint
20 and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii)
21 venue is proper in the County of Alameda; and (iii) this Court has jurisdiction to enter this
22 Consent Judgment as a full and final resolution of all claims which were or could have been
23 raised in the Complaint based on the facts alleged in the Notice and Complaint with respect to
24 Covered Products manufactured, distributed, and/or sold by Settling Defendant.

1.7. The Parties enter into this Consent Judgment as a full and final settlement of all
 claims which were or could have been raised in the Complaint arising out of the facts or conduct
 related to Settling Defendant alleged therein. By execution of this Consent Judgment and

1 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or 2 violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an 3 admission by the Parties of any fact, conclusion of law, or violation of law. Settling Defendant 4 denies the material, factual, and legal allegations in the Notice and Complaint and expressly 5 denies any wrongdoing whatsoever. Except as specifically provided herein, nothing in this 6 Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any 7 of the Parties may have in this or any other pending or future legal proceedings. This Consent 8 Judgment is the product of negotiation and compromise and is accepted by the Parties solely for 9 purposes of settling, compromising, and resolving issues disputed in this Action.

10 **1.8.** Upon entry of this Consent Judgment, the Complaint in the Action shall be
11 deemed amended as to Settling Defendant to include the allegations set forth in the Second
12 Notices.

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2. **DEFINITIONS**

2.1. "Covered Device Products" means electronic cigarette devices, also known as
tanks and vape pens, which contain nicotine or are designed and intended for use with nicotinecontaining liquid, manufactured, distributed, and/or sold by Settling Defendant in California.

17 2.2. "Covered Liquid Products" means the liquids that are designed for use in
18 electronic cigarette devices, also known as tanks and vape pens, and that are manufactured,
19 distributed, and/or sold by Settling Defendant in California.

20 2.3. "Covered Products" means Covered Device Products and Covered Liquid
21 Products.

2.4. "Effective Date" means the date on which the Court enters this Consent Judgment.

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INJUNCTIVE RELIEF

3.1. Clear and Reasonable Warnings for Covered Products. As of the Effective
Date, no Covered Product may be manufactured for sale, distributed or sold in California unless
such Covered Product has a clear and reasonable warning on the outer packaging of the product.
For Covered Products that contain nicotine, the warning shall state the following:

1	WARNING! This product contains nicotine, a chemical known to the		
2	State of California to cause birth defects or other reproductive harm and		
3	chemicals known to cause cancer. This product is not a safe alternative to		
4	smoking. Not suitable for pregnant or nursing women.		
5	For Covered Device Products that do not contain nicotine, but are designed for use with nicotine-		
6	containing products, the warning shall state the following:		
7	WARNING! Use of this product with nicotine-containing liquid will		
8	expose you to nicotine, a chemical known to the State of California to		
9	cause birth defects or other reproductive harm and chemicals known to		
10	cause cancer. Use of this product with non-nicotine-containing liquid will		
11	expose you to chemicals known to cause cancer. This product is not a safe		
12	alternative to smoking. Not suitable for pregnant or nursing women.		
13	For Covered Liquid Products that do not contain nicotine, the warning shall state the following:		
14	WARNING! Use of this product will expose you to chemicals known to		
15	cause cancer. This product is not a safe alternative to smoking.		
16	The warnings shall not be preceded by, surrounded by, or include any additional words or phrases		
17	that contradict, obfuscate, or otherwise undermine the warning. The warning statement shall be		
18	prominently displayed on the outer packaging of the Covered Product with such conspicuousness,		
19	as compared with other words, statements, or designs as to render it likely to be read and		
20	understood by an ordinary individual prior to sale. To the extent that other warning statements		
21	are included on the outer packaging of a Covered Product, the warning required herein shall be		
22	separated from the other warnings by a line that is at least the same height as a line of text on the		
23	label. For internet, catalog, or any other sale where the consumer is not physically present and		
24	cannot see a warning displayed on the Covered Product prior to purchase or payment, the warning		
25	statement shall be displayed in such a manner that it is likely to be read and understood as being		
26	applicable to the Covered Product being purchased prior to the authorization of or actual		
27	payment. Placement of the warning statement at the bottom of an internet webpage that offers		
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1 multiple products for sale does not satisfy the requirements of this Section. The warning labels 2 attached hereto as Exhibit A shall be deemed to satisfy the requirements of this section.

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3.1.1. Warnings for Covered Products in the Stream of Commerce. In an 4 effort to ensure that consumers receive clear and reasonable warnings in compliance with 5 Proposition 65 for Covered Products that have not been labeled in accordance with Section 3.1, 6 within thirty (30) days following the Effective Date, Settling Defendant shall send a letter, by 7 certified mail, to each of its California retailers or distributors to whom Settling Defendant 8 reasonably believes it sold Covered Products within the three months preceding the Effective 9 Date, and inform them that Settling Defendant has changed the warning on its labels. In addition 10 the letter shall do one of the following, at Settling Defendant's option: (1) inform the retailer or distributor that it may exchange the product with the old label for product with the new label; or 12 (2) provide a reasonably sufficient number of stickers, containing the warning language set forth 13 in Section 3.1 above, to permit the retailer or distributor to affix the warning on each Covered 14 Product such customer has purchased from Settling Defendant, and instruction for the placement 15 of the stickers.

16 3.2. **Optional Additional Injunctive Provisions.** In order for Settling Defendant to be 17 eligible for a waiver of the additional penalty/payment in lieu of penalty payments set forth in 18 Section 4.1.5 below, Settling Defendant shall elect to comply with one or more of the provisions 19 3.2.1, 3.2.2, and/or 3.2.3. A Settling Defendant making such election must do so in writing to 20 CEH, identifying which sections it is electing.

21 **3.2.1.** Product Safety Requirements. A Settling Defendant opting to participate 22 in Section 3.2 shall do the following to increase the safety of such Products:

23 3.2.1.1. Within ninety (90) days following the Effective Date, all 24 Covered Liquid Products manufactured for sale in California shall be manufactured with child 25 proof caps in accordance with the standards set forth in 16 C.F.R. §1700.15(b).

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3.2.1.2. Within ninety (90) days following the Effective Date, all
 Covered Liquid Products manufactured for sale in California shall be manufactured with flow
 restrictions as described in 16 C.F.R. §1700.15(d).

3.2.2. Prohibition on Sales and Advertising to Minors. A Settling Defendant
opting to participate in Section 3.2 shall not sell Covered Products to persons younger than
eighteen (18) years of age and shall take reasonable steps to prevent the sale of Covered Products
to such persons, including, but not limited to the following measures:

3.2.2.1. Settling Defendant shall either: (1) implement one or more
systems for checking the age of persons who purchase Covered Products on the Internet or in
person; or (2) certify that it makes no such sales. The system shall include age verification by
requiring and checking an official government identification card or verifying through a reputable
credit agency the age of anyone who purchases Covered Products on the Internet, or of anyone
under twenty-six (26) years old who purchases in person. The system shall be put into place
within ninety (90) days of the Effective Date.

15 3.2.2.2. To the extent that Settling Defendant advertises to end-16 users, Settling Defendant shall not use advertisements that target minors. Specifically, Settling 17 Defendant will not use models or images of people that appear to be younger than twenty-eight 18 (28) years of age, cartoons, art, fashion, or music that is intended and designed to appeal to people 19 under the legal smoking age in advertisements or promotional materials that appear in California, 20 including on the Internet. Additionally, Settling Defendant will not: (a) advertise in any media 21 that has more than 25% under 18 readership; (b) utilize any form of outdoor advertising within 22 1,000 feet of any school or playground; (c) advertise using Instagram; and (d) sponsor any 23 athletic, musical or other cultural events unless such events are designated as prohibiting patrons 24 under the age of 18.

3.2.3. Prohibition on Health and Safety Claims. Should Settling Defendant opt
 to participate in Section 3.2, it shall not make health and or safety claims unless such claims have

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1	been reviewed and approved by the Federal Food and Drug Administration. Examples of		
2	prohibited claims include the following:		
3	3.2.3.1. Settling Defendant shall not advertise Covered Products as		
4	smoking-cessation devices. This prohibition includes any claims or testimonials about quitting		
5	smoking, using e-cigarettes as a treatment for tobacco dependence or addiction.		
6	3.2.3.2. Settling Defendant shall not make any claim that the		
7	Covered Products do not contain carcinogens or are better or safer than tobacco.		
8	3.2.3.3. Settling Defendant shall not make any claim that the		
9	Covered Products produce no second hand smoke.		
10	3.2.3.4. The Parties acknowledge that the warning statement set		
11	forth above in Section 3.1, if not controverted by any other statement by Settling Defendant,		
12	satisfies this Section 3.2.3.		
13	4. PAYMENTS		
14	4.1. Settling Defendant shall initially pay to CEH the total sum of \$50,000, which shall		
15	be allocated as follows:		
16	4.1.1. \$1,750 as a civil penalty pursuant to California Health & Safety Code §		
17	25249.7(b), such money to be apportioned by CEH in accordance with California Health &		
18	Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of		
19	Environmental Health Hazard Assessment).		
20	4.1.2. \$2,625 as a payment in lieu of civil penalty pursuant to California Health &		
21	Safety Code § 25249.7(b) and California Code of Regulations, Title 11, § 3203(b). CEH will use		
22	such funds to continue its work educating and protecting people from exposures to toxic		
23	chemicals. CEH may also use a portion of such funds to monitor compliance with this Consent		
24	Judgment and to purchase and test Settling Defendant's Products to confirm compliance. In		
25	addition, as part of its Community Environmental Action and Justice Fund, CEH will use four		
26	percent (4%) of such funds to award grants to grassroots environmental justice groups working to		
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educate and protect the public from exposures to toxic chemicals. The method of selection of
 such groups can be found at the CEH website at www.ceh.org/justicefund.

4.1.3. \$45,625 as a reimbursement of a portion of CEH's reasonable attorneys'
fees and costs. This amount shall be divided into two checks: (1) a check for \$40,625 shall be
made payable to Lexington Law Group; and (2) a check for \$5,000 shall be made payable to the
Center for Environmental Health.

4.1.4. The payments required under Sections 4.1.1-4.1.3 shall be made in four (4)
separate checks, all to be delivered within ten (10) days following the Effective Date. The
payments required pursuant to Sections 4.1.1 and 4.1.2 shall each be made payable to the Center
for Environmental Health. All checks shall be delivered to Mark Todzo at Lexington Law Group
at the address set forth in Section 8.1.2.

12 **4.1.5.** In the event that Settling Defendant elects to not certify its compliance with 13 one or more of the optional provisions in Section 3.2 in accordance with that Section, within 14 ninety (90) days following the Effective Date, Defendant must make an additional payment for 15 each provision not certified, as follows: (i) \$8,333 if Settling Defendant elects to not participate in 16 Section 3.2.1; (ii) \$8,333 if Settling Defendant elects to not participate in Section 3.2.2; (iii) and 17 \$8,334 if Settling Defendant elects to not participate in Section 3.2.3. Each of these payments 18 shall be paid in two separate checks, each payable to the Center for Environmental Health, to be 19 allocated as follows:

4.1.5.1. Forty percent (40%) of the total payment specified in Section
4.1.5 shall constitute a penalty pursuant to California Health & Safety Code § 25249.7(b), such
money to be apportioned by CEH in accordance with California Health & Safety Code §
25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
Hazard Assessment).

4.1.5.2. Sixty percent (60%) of the total payment specified in Section
4.1.5 shall constitute a payment in lieu of civil penalty pursuant to California Health & Safety
Code § 25249.7(b) and California Code of Regulations, Title 11, § 3203(b). CEH will use such

funds to continue its work educating and protecting people from exposures to toxic chemicals.
CEH may also use a portion of such funds to monitor compliance with this Consent Judgment and
to purchase and test Settling Defendant's Products to confirm compliance. In addition, as part of
its Community Environmental Action and Justice Fund, CEH will use four percent (4%) of such
funds to award grants to grassroots environmental justice groups working to educate and protect
the public from exposures to toxic chemicals. The method of selection of such groups can be
found at the CEH website at www.ceh.org/justicefund.

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5.

ENFORCEMENT OF CONSENT JUDGMENT

9 5.1. CEH may, by motion or application for an order to show cause before the Superior 10 Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment. 11 Prior to bringing any motion or application to enforce the requirements of Section 3 above, CEH 12 shall provide Settling Defendant with a Notice of Violation and a copy of any test results which 13 purportedly support CEH's Notice of Violation. The Parties shall then meet and confer regarding 14 the basis for CEH's anticipated motion or application in an attempt to resolve it informally, 15 including providing Settling Defendant a reasonable opportunity of at least thirty (30) days to 16 cure any alleged violation. Should such attempts at informal resolution fail, CEH may file its 17 enforcement motion or application. The prevailing party on any motion to enforce this Consent 18 Judgment shall be entitled to its reasonable attorney's fees and costs incurred as a result of such 19 motion or application. This Consent Judgment may only be enforced by the Parties.

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6. MODIFICATION OF CONSENT JUDGMENT

6.1. This Consent Judgment may only be modified by written agreement of CEH and
Settling Defendant, or upon motion of CEH or Settling Defendant as provided by law.

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7.

CLAIMS COVERED AND RELEASE

7.1. This Consent Judgment is a full, final, and binding resolution between CEH acting
in the public interest and Settling Defendant and Settling Defendant's parents, officers, directors,
shareholders, divisions, subdivisions, subsidiaries, and their respective successors and assigns
("Defendant Releasees") and all entities to whom they distribute or sell or have distributed or sold

Covered Products including, but not limited to, distributors, wholesalers, customers, retailers,
 franchisees, cooperative members, and licensees ("Downstream Defendant Releasees"), of all
 claims alleged in the Complaint in this Action arising from any violation of Proposition 65 that
 have been or could have been asserted in the public interest against Settling Defendant and
 Downstream Defendant Releasees, regarding the failure to warn about exposure to nicotine,
 formaldehyde and/or acetaldehyde in the Covered Products manufactured, distributed, or sold by
 Settling Defendant prior to the Effective Date.

7.2. CEH, for itself, releases, waives, and forever discharges any and all claims alleged
in the Complaint against Settling Defendant and Downstream Defendant Releasees arising from
any violation of Proposition 65 that have been or could have been asserted regarding the failure to
warn about exposure to nicotine formaldehyde and/or acetaldehyde in connection with Covered
Products manufactured, distributed, or sold by Settling Defendant prior to the Effective Date.

7.3. Compliance with Section 3.1 of this Consent Judgment by Settling Defendant shall
constitute compliance with Proposition 65 by Settling Defendant and its Downstream Defendant
Releasees with respect to any alleged failure to warn about nicotine formaldehyde and/or
acetaldehyde in Covered Products manufactured, distributed, or sold by Settling Defendant after
the Effective Date.

18 **8.**

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PROVISION OF NOTICE

19 8.1. When any Party is entitled to receive any notice under this Consent Judgment, the
20 notice shall be sent by first class and electronic mail as follows:

8.1.1. Notices to Settling Defendant. The persons for Settling Defendant to
 receive notices pursuant to this Consent Judgment shall be:

Michèle Corash Morrison & Foerster, LLP 425 Market Street San Francisco, CA 94105 mcorash@mofo.com

8.1.2. Notices to Plaintiff. The persons for CEH to receive notices pursuant to

this Consent Judgment shall be:

Mark Todzo 1 Lexington Law Group 503 Divisadero Street 2 San Francisco, CA 94117 3 mtodzo@lexlawgroup.com 8.2. Any Party may modify the person and address to whom the notice is to be sent by 4 sending the other Parties notice by first class and electronic mail. 5 9. COURT APPROVAL 6 This Consent Judgment shall become effective on the Effective Date, provided 9.1. 7 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and 8 Settling Defendant shall support approval of such Motion. 9 10 9.2. If this Consent Judgment is not entered by the Court, it shall be of no force or effect and shall not be introduced into evidence or otherwise used in any proceeding for any 11 purpose. 12 13 10. **GOVERNING LAW AND CONSTRUCTION 10.1.** The terms and obligations arising from this Consent Judgment shall be construed 14 and enforced in accordance with the laws of the State of California. 15 11. **ENTIRE AGREEMENT** 16 **11.1.** This Consent Judgment contains the sole and entire agreement and understanding 17 of CEH and Settling Defendant with respect to the entire subject matter hereof, and any and all 18 prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby 19 merged herein and therein. 20 **11.2.** There are no warranties, representations, or other agreements between CEH and 21 Settling Defendant except as expressly set forth herein. No representations, oral or otherwise, 22 express or implied, other than those specifically referred to in this Consent Judgment have been 23 24 made by any Party hereto. **11.3.** No other agreements not specifically contained or referenced herein, oral or 25 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements 26 27 28 -11specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
 any of the Parties hereto only to the extent that they are expressly incorporated herein.
 11.4. No supplementation, modification, waiver, or termination of this Consent

4 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

5 11.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or
6 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
7 such waiver constitute a continuing waiver.

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12.

RETENTION OF JURISDICTION

9 12.1. This Court shall retain jurisdiction of this matter to implement or modify the
10 Consent Judgment.

11 **13.** AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

12 13.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized
13 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
14 execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

15 | 14. NO EFFECT ON OTHER SETTLEMENTS

16 14.1. Nothing in this Consent Judgment shall preclude CEH from resolving any claim
17 against another entity on terms that are different from those contained in this Consent Judgment.

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15. EXECUTION IN COUNTERPARTS

19 15.1. The stipulations to this Consent Judgment may be executed in counterparts and by
20 means of facsimile, which taken together shall be deemed to constitute one document.

21 IT IS SO STIPULATED:

22 CENTER FOR ENVIRONMENTAL HEALTH

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24	Chi-	
25	Charlie Pizarro	
26	Associate Director	
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CONSENT JUDGMENT AS TO CB DISTRIBUTORS, INC. – CASE NO. RG 15-770932

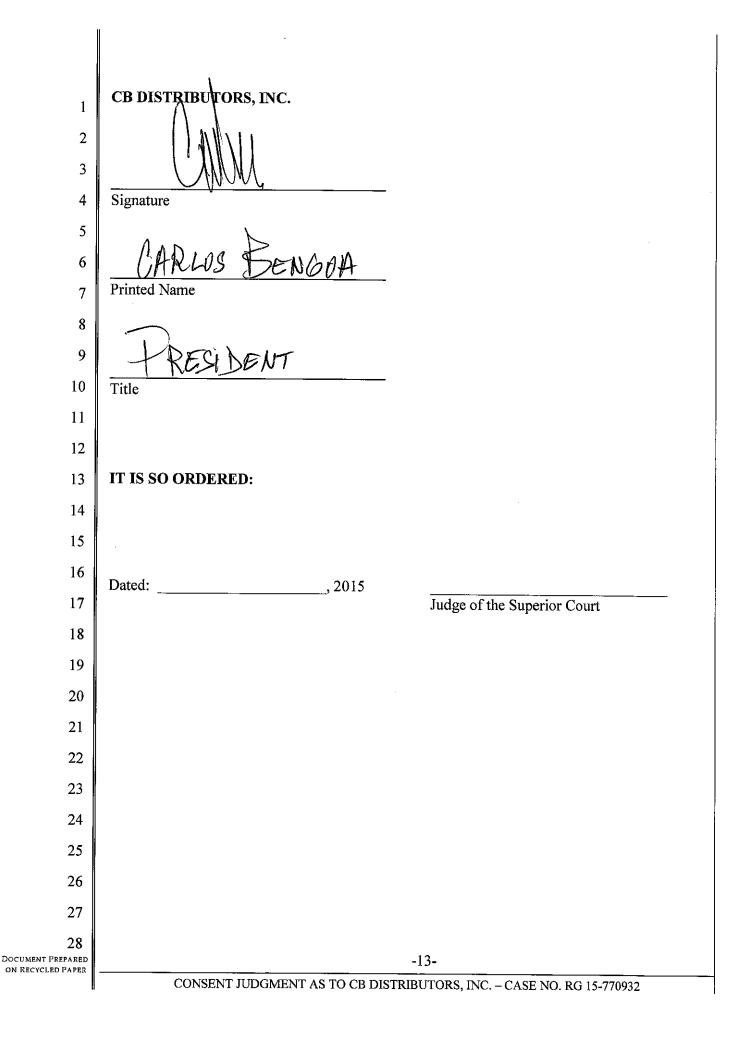


EXHIBIT A



VAPIN PLUS E-LIQUID APPLE 1.6% NICOTINE

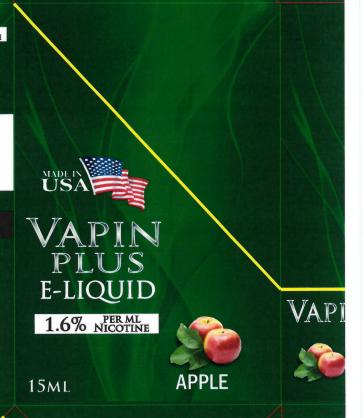
DO NOT DRINK, INTENDED USE FOR ELECTRONIC SMOKING DEVICES.

California Law requires the following warning: WARNING! This products contains nicotine, a chemical known to the State of California to cause birth defects or other reproductive harm and chemicals known to cause cancer. This product is not a safe alternative to smoking. Not suitable for pregnant or nursing women.

UNDERAGE SALES PROHIBITED Always comply with Federal, State, and Local Regulations

CB Distributors. Inc. Beloit, WI 53511 www.vapinplus.com Made in USA





LIQUID VAPORIZER PEN MAH BATTERY MAH BATTERY MAH BATTERY



LIQUID VAPORIZER PEN KIT INCLUDES

650mAh Battery, 1 Tank Atomizer, 1 USB Charger

CHECK OUT VAPIN PLUS E-LIQUID & ACCESSORIES AT: WWW.VAPINPLUS.COM

WARNING: (1) KEEP AWAY FROM SMALL CHILDREN. IF SWALLOWED, PROMPTLY SEE DOCTOR. (2) BATTERY CAN EXPLODE OR LEAK AND CAUSE BURNS IF INSTALLED BACKWARDS, DISASSEMBLED, OR EXPOSED TO WATER, FIRE OR HIGH TEMPERATURE. (3) DO NOT CARRY BATTERIES LOOSE IN YOUR POCKET OR PURSE.

DISPOSAL: DISPOSE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

California Law requires the following warning:

WARNING! Use of this product with nicotine-containing liquid will expose you to nicotine, a chemical known to the State of California to cause birth defects or other reproductive harm and chemicals known to cause cancer. Use of this product with non-nicotine-containing liquid will expose you to chemicals known to cause cancer. This product is not a safe alternative to smoking. Not suitable for pregnant or nursing women.

> DISTRIBUTED BY ©CB DISTRIBUTORS, INC BELOIT, WI 53511 USA



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MAH BATTERY



VAPIN PLUS E-LIQUID CHERRY ZERO NICOTINE

DO NOT DRINK, INTENDED USE FOR ELECTRONIC SMOKING DEVICES.

THIS PRODUCT CONTAINS ZERO NICOTINE.

California Law requires the following warning: WARNING! Use of this product will expose you to chemicals known to cause cancer. This product is not a safe alternative to smoking.

UNDERAGE SALES PROHIBITED Always comply with Federal, State, and Local Regulations





