1 2 3 4 5 6 7 8 9 10 11 12 13	FOR THE COUNT CENTER FOR ENVIRONMENTAL HEALTH,	HE STATE OF CALIFORNIA TY OF ALAMEDA Case No. 15-774917
14	Plaintiff, v.	 [PROPOSED] CONSENT JUDGMENT AS TO MISTER-E- LIQUID LLC
15 16	VAPE REVOLUTION LLC, et al.,	
10	Defendants.))
18)
19		
20	1. INTRODUCTION	
21	1.1. This Consent Judgment is entered into by Plaintiff Center for Environmental	
22	Health, a non-profit corporation ("CEH"), and Mister-E-Liquid LLC ("Settling Defendant") to	
23	settle claims asserted by CEH against Settling Defendant as set forth in the operative Complaint	
24	in the matter Center for Environmental Health v. Vape Revolution LLC, et al., Alameda County	
25	Superior Court Case No. RG-15-774917 (the "Action"). CEH and Settling Defendant are referred	
26 27	to collectively as the "Parties."	
27 28	-1-	
20 Document Prepared on Recycled Paper	CONSENT JUDGMENT AS TO MISTER-E	

1 1.2. On March 18, 2015, CEH served 60-Day Notices of Violation (the "Notices") 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 Notices allege violations of Proposition 65 with respect to the presence of nicotine in liquid for 7 use with electronic cigarette devices and electronic cigarette devices designed for use with 8 nicotine-containing liquids manufactured, distributed, and/or sold by Settling Defendant.

9 1.3. Settling Defendant is a corporation that employs ten (10) or more persons and that
10 manufactures, distributes, and/or sells Covered Products (as defined herein) in the State of
11 California or has done so in the past.

12 1.4. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
13 Court has jurisdiction over the allegations of violations contained in the Notices and Complaint
14 and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii)
15 venue is proper in the County of Alameda; and (iii) this Court has jurisdiction to enter this
16 Consent Judgment as a full and final resolution of all claims which were or could have been
17 raised in the Complaint based on the facts alleged in the Notices and Complaint with respect to
18 Covered Products manufactured, distributed, and/or sold by Settling Defendant.

19 1.5. The Parties enter into this Consent Judgment as a full and final settlement of all 20 claims which were or could have been raised in the Complaint arising out of the facts or conduct 21 related to Settling Defendant alleged therein. By execution of this Consent Judgment and 22 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or 23 violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an 24 admission by the Parties of any fact, conclusion of law, or violation of law. Settling Defendant 25 denies the material, factual, and legal allegations in the Notices and Complaint and expressly 26 deny any wrongdoing whatsoever. Except as specifically provided herein, nothing in this 27 Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any

28 Document Prepared on Recycled Paper -2-

1	of the Parties may have in this or any other pending or future legal proceedings. This Consent	
2	Judgment is the product of negotiation and compromise and is accepted by the Parties solely for	
3	purposes of settling, compromising, and resolving issues disputed in this Action.	
4	2. DEFINITIONS	
5	2.1. "Covered Products" means "Covered Liquid Products" and "Covered Device	
6	Products."	
7	2.2. "Covered Liquid Products" means nicotine-containing liquid for use with	
8	electronic cigarette devices manufactured, distributed, and/or sold by Settling Defendant in	
9	California.	
10	2.3. "Covered Device Products" means electronic cigarette devices, which may also be	
11	known as tanks and vape pens, which contain nicotine or are designed and intended for use with	
12	nicotine-containing liquid, manufactured, distributed, and/or sold by Settling Defendant in	
13	California. Excluded from Covered Device Products are replacement parts for electronic	
14	cigarette devices, including replacement tanks that are sold without delivery devices.	
15	2.4. "Effective Date" means the date on which Settling Defendant is served with notice	
16	that the Court has entered this Consent Judgment.	
17	3. INJUNCTIVE RELIEF	
18	3.1. Clear and Reasonable Warnings for Covered Liquid Products. As of the	
19	Effective Date, no Covered Liquid Product may be manufactured for sale, distributed or sold in	
20	California unless such Covered Liquid Product has a clear and reasonable warning on the outer	
21	label of the product. The warning shall state either of the following:	
22	WARNING: This product contains nicotine, a [chemical or substance]	
23	known to the State of California to cause birth defects or other reproductive	
24	harm; <i>or</i>	
25	WARNING : Using this liquid will expose the user to chemicals, including	
26	nicotine, known to the State of California to cause birth defects or other	
27	reproductive harm and chemicals known to cause cancer.	
28 Document Prepared	-3-	
ON RECYCLED PAPER	CONSENT JUDGMENT AS TO MISTER-E-LIQUID LLC – CASE NO. 15-774917	

1 The warning shall not be preceded by, surrounded by, or include any additional words or phrases 2 that contradict, obfuscate, or otherwise undermine the warning. The warning statement shall be 3 prominently displayed on the Covered Liquid Product with such conspicuousness, as compared 4 with other words, statements, or designs as to render it likely to be read and understood by an 5 ordinary individual prior to sale. To the extent that other warning statements are included on the 6 outer label of a Covered Liquid Product, the warning required herein shall be separated from the 7 other warnings by a line that is at least the same height as a line of text on the label. For internet, 8 catalog, or any other sale where the consumer is not physically present and cannot see a warning 9 displayed on the Covered Liquid Product prior to purchase or payment, the warning statement 10 shall be displayed in such a manner that it is likely to be read and understood as being applicable 11 to the Covered Liquid Product being purchased prior to the authorization of or actual payment. 12 Placement of the warning statement at the bottom of an internet webpage that offers multiple 13 products for sale does not satisfy the requirements of this Section.

14

3.1.1. Warnings for Covered Liquid Products in the Stream of Commerce. 15 In an effort to ensure that consumers receive clear and reasonable warnings in compliance with 16 Proposition 65 for Covered Products that have not been labeled in accordance with Section 3.1, 17 within thirty (30) days following the Effective Date, Settling Defendant shall provide warning 18 materials by certified mail to each of its California retailers or distributors that Settling Defendant 19 reasonably believes are selling or offering Covered Products for sale without a clear and 20 reasonable warning as of the Effective Date. Such warning materials shall include a reasonably 21 sufficient number of stickers in order to permit the retailer or distributor to affix the warning on 22 each Covered Liquid Product such customer has purchased from Settling Defendant. The 23 warning materials shall contain the warning language set forth in Section 3.1 above. The warning 24 materials shall also include a letter of instruction for the placement of the materials, and a notice 25 and acknowledgment postcard.

26 3.2. Clear and Reasonable Warnings for Covered Device Products. As of the 27 Effective Date, no Covered Device Product may be manufactured for sale, distributed or sold in

28

1	California unless such Covered Device Product has a clear and reasonable warning on the outer	
2	packaging of the product. For Covered Device Products that contain nicotine, the warning shall	
3	state either of the following:	
4	WARNING: Use of this product will expose you to nicotine, a [chemical	
5	or substance] known to the State of California to cause birth defects or	
6	other reproductive harm; <i>or</i>	
7	WARNING: Using this device will expose the user to chemicals,	
8	including nicotine, known to the State of California to birth defects or other	
9	reproductive harm and chemicals known to cause cancer.	
10	For Covered Device Products that do not contain nicotine, but are designed for use with nicotine-	
11	containing products, the warning shall state either of the following:	
12	WARNING: Use of this product with nicotine-containing liquid will	
13	expose you to nicotine, a chemical known to the State of California to	
14	cause birth defects or other reproductive harm; or	
15	WARNING: Use of this product with nicotine-containing liquid will	
16	expose you to chemicals, including, nicotine known to the State of	
17	California to cause birth defects or other reproductive harm and chemicals	
18	known to cause cancer.	
19	The warning shall not be preceded by, surrounded by, or include any additional words or phrases	
20	that contradict, obfuscate, or otherwise undermine the warning. The warning statement shall be	
21	prominently displayed on the outer packaging of the Covered Device Product with such	
22	conspicuousness, as compared with other words, statements, or designs as to render it likely to be	
23	read and understood by an ordinary individual prior to sale. To the extent that other warning	
24	statements are included on the outer packaging of a Covered Device Product, the warning	
25	required herein shall be separated from the other warnings by a line that is at least the same height	
26	as a line of text on the label. For internet, catalog, or any other sale where the consumer is not	
27	physically present and cannot see a warning displayed on the Covered Device Product prior to	
28 Document Repared	-5-	
DOCUMENT PREPARED ON RECYCLED PAPER	CONSENT JUDGMENT AS TO MISTER-E-LIQUID LLC – CASE NO. 15-774917	

1 purchase or payment, the warning statement shall be displayed in such a manner that it is likely to 2 be read and understood as being applicable to the Covered Liquid Product being purchased prior 3 to the authorization of or actual payment. Placement of the warning statement at the bottom of an 4 internet webpage that offers multiple products for sale does not satisfy the requirements of this 5 Section.

3.2.1. Warnings for Covered Products in the Stream of Commerce. In an 6 7 effort to ensure that consumers receive clear and reasonable warnings in compliance with 8 Proposition 65 for Covered Products that have not been labeled in accordance with Section 3.2, 9 within thirty (30) days following the Effective Date, Settling Defendant shall provide warning 10 materials by certified mail to each of its California retailers or distributors that Settling Defendant 11 reasonably believes are selling or offering Covered Products for sale without a clear and 12 reasonable warning as of to the Effective Date. Such warning materials shall include a 13 reasonably sufficient number of stickers in order to permit the retailer or distributor to affix the 14 warning on each Covered Product such customer has purchased from Settling Defendant. The 15 warning materials shall contain the warning language set forth in Section 3.2 above. The warning 16 materials shall also include a letter of instruction for the placement of the materials, and a notice 17 and acknowledgment postcard.

18 3.3. **Optional Additional Injunctive Provisions.** In order for Settling Defendant to be 19 eligible for a waiver of the additional penalty/payment in lieu of penalty payments set forth in 20 Section 4.1.5 below, Settling Defendant shall undertake one or more of the additional actions 21 below. A Settling Defendant opting to be bound by this Section must provide CEH with a written 22 election stating which optional provision(s) it is agreeing to implement.

23 **3.3.1.** Product Safety Requirements. A Settling Defendant opting to participate 24 in Section 3.3.1 shall make the following changes to the Covered Products to increase the safety 25 of such products:

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28 DOCUMENT PREPARED ON RECYCLED PAPER -6-

1	3.3.1.1. Within ninety (90) days following the Effective Date, all	
2	Covered Liquid Products manufactured for sale in California shall be manufactured with child	
3	proof caps in accordance with the standards set forth in 16 C.F.R. §1700.15(b).	
4	3.3.1.2. Within ninety (90) days following the Effective Date, all	
5	Covered Liquid Products manufactured for sale in California in plastic bottles shall be	
6	manufactured with flow restrictions as described in 16 C.F.R. §1700.15(d).	
7	3.3.2. Prohibition on Sales and Advertising to Minors. A Settling Defendant	
8	opting to participate in Section 3.3.2 shall not sell Covered Products to persons younger than	
9	eighteen (18) years of age and shall take reasonable steps to prevent the sale of Covered Products	
10	to such persons in the State of California, through measures that include:	
11	3.3.2.1. Settling Defendant shall implement one or more systems for	
12	checking the age of persons who purchase Covered Products on the Internet or in person. The	
13	system shall include age verification by requiring and checking an official government	
14	identification card or verifying through a reputable credit agency or other reputable and reliable	
15	means the age of anyone who purchases Covered Products on the Internet, or of anyone under	
16	twenty-six (26) years old who purchases in person. The system shall be put into place within	
17	ninety (90) days of the Effective Date.	
18	3.3.2.2. Settling Defendant shall not sell Covered Products in cereal	
19	and candy flavors.	
20	3.3.2.3. Settling Defendant will not use any of the following in any	
21	purchased advertising or promotional materials that appear in the State of California, including	
22	the internet, in a manner intended and designed to appeal to people under the legal smoking age:	
23	models or images of people younger than twenty-eight (28) years of age, cartoons, art, fashion, or	
24	music. Additionally, Settling Defendant will not, within the state of California: (a) purchase	
25	advertising in any media that has more than 25% under 18 readership; (b) purchase any form of	
26	outdoor advertising within 1000 feet of any school or playground; (c) purchase advertising using	
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28 Document Prepared	-7-	
ON RECYCLED PAPER	CONSENT JUDGMENT AS TO MISTER-E-LIQUID LLC – CASE NO. 15-774917	

1	Instagram; and (d) sponsor any athletic, musical or other cultural events unless such events are	
2	designated as prohibiting patrons under the age of 18.	
3	3.3.3. Prohibition on Health and Safety Claims. A Settling Defendant opting	
4	to participate in Section 3.3.3 shall not make health and or safety claims unless such claims have	
5	been reviewed and approved by the Federal Food and Drug Administration. Examples of	
6	prohibited claims include the following:	
7	3.3.3.1. Settling Defendant shall not advertise Covered Products as	
8	smoking-cessation devices. This prohibition includes any claims or testimonials about quitting	
9	smoking, using e-cigarettes as a treatment for tobacco dependence or addiction.	
10	3.3.3.2. Settling Defendant shall not make any claim that the	
11	Covered Products do not contain carcinogens or are better or safer than tobacco.	
12	3.3.3.3. Settling Defendant shall not make any claim that the	
13	Covered Products produce no second hand smoke.	
14	3.3.4. Prohibition on High Nicotine Levels. A Settling Defendant opting to	
15	participate in Section 3.3.4 shall not manufacture for sale, distribute or sell in California after the	
16	Effective Date Covered Liquid Products that contain more than 24 mg per ml of nicotine.	
17	4. PAYMENTS	
18	4.1. Settling Defendant shall initially pay to CEH the total sum of \$51,000, which shall	
19	be allocated as follows:	
20	4.1.1. \$1,460 as a civil penalty pursuant to California Health & Safety Code §	
21	25249.7(b), such money to be apportioned by CEH in accordance with California Health &	
22	Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of	
23	Environmental Health Hazard Assessment).	
24	4.1.2. \$2,190 as a payment in lieu of civil penalty pursuant to California Health &	
25	Safety Code § 25249.7(b) and California Code of Regulations, Title 11, § 3203(b). CEH will use	
26	such funds to continue its work educating and protecting people from exposures to toxic	
27	chemicals. CEH may also use a portion of such funds to monitor compliance with this Consent	
28 Document Prepared	-8-	
ON RECYCLED PAPER	CONSENT JUDGMENT AS TO MISTER-E-LIQUID LLC – CASE NO. 15-774917	

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.

4.1.3. \$47,350 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 \$42,250 shall be
made payable to the Lexington Law Group; and (2) a check for \$5,100 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.

15 **4.1.5.** In the event that Settling Defendant elects not to certify its compliance with 16 one or more of the optional provisions in Section 3.3 in accordance with that Section, within 17 ninety (90) days following the Effective Date, Settling Defendant must make an additional 18 payment for each provision not certified, as follows: (i) \$7,000 if Settling Defendant elects to not 19 participate in Section 3.3.1; (ii) \$7,000 if Settling Defendant elects to not participate in Section 20 3.3.2; (iii) \$7,000 if Settling Defendant elects to not participate in Section 3.3.3; and (iv) \$7,000 if 21 Settling Defendant elects to not participate in Section 3.3.4. Each of these payments shall be paid 22 in two (2) separate checks, each payable to the Center for Environmental Health, to be allocated 23 as follows:

4.1.5.1. Forty percent (40%) 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).

28 Document Prepared on Recycled Paper -9-CONSENT JUDGMENT AS TO MISTER-E-LIQUID LLC – CASE NO. 15-774917

1 4.1.5.2. Sixty percent (60%) percent shall constitute a payment in lieu of 2 civil penalty pursuant to California Health & Safety Code § 25249.7(b) and California Code of 3 Regulations, Title 11, § 3203(b). CEH will use such funds to continue its work educating and 4 protecting people from exposures to toxic chemicals. CEH may also use a portion of such funds 5 to monitor compliance with this Consent Judgment and to purchase and test Settling Defendant's 6 products to confirm compliance. In addition, as part of its Community Environmental Action and 7 Justice Fund, CEH will use four percent (4%) of such funds to award grants to grassroots 8 environmental justice groups working to educate and protect the public from exposures to toxic 9 chemicals. The method of selection of such groups can be found at the CEH website at 10 www.ceh.org/justicefund.

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5.

ENFORCEMENT OF CONSENT JUDGMENT

12 5.1. CEH may, by motion or application for an order to show cause before the Superior 13 Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment. 14 Prior to bringing any motion or application to enforce the requirements of Section 3 above, CEH 15 shall provide Settling Defendant with a Notice of Violation and a copy of any test results which 16 purportedly support CEH's Notice of Violation. The Parties shall then meet and confer regarding 17 the basis for CEH's anticipated motion or application in an attempt to resolve it informally, 18 including providing Settling Defendant with a reasonable opportunity of at least thirty (30) days 19 to cure any alleged violation. Should such attempts at informal resolution fail, CEH may file its 20 enforcement motion or application. The prevailing party on any motion to enforce this Consent 21 Judgment shall be entitled to its reasonable attorney's fees and costs incurred as a result of such 22 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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CONSENT JUDGMENT AS TO MISTER-E-LIQUID LLC - CASE NO. 15-774917

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7.

CLAIMS COVERED AND RELEASE

2 7.1. This Consent Judgment is a full, final, and binding resolution between CEH acting 3 in the public interest and Settling Defendant and Settling Defendant's parents, officers, directors, 4 shareholders, divisions, subdivisions, subsidiaries, and their respective successors and assigns 5 ("Defendant Releasees") and all entities to whom they distribute or sell or have distributed or sold 6 Covered Products including, but not limited to, distributors, wholesalers, customers, retailers, 7 franchisees, cooperative members, and licensees ("Downstream Defendant Releasees"), of all 8 claims alleged in the Complaint in this Action arising from any violation of Proposition 65 that 9 have been or could have been asserted in the public interest against Settling Defendant and 10 Downstream Defendant Releasees, regarding the failure to warn about exposure to nicotine in the 11 Covered Products manufactured, distributed, or sold by Settling Defendant prior to the Effective 12 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 in connection with Covered Products manufactured, distributed,
or sold by Settling Defendant prior to the Effective Date.

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

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8. **PROVISION OF NOTICE**

8.1. When any Party is entitled to receive any notice under this Consent Judgment, the
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:

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2	Dan Lawitzke, CEO Mister-E-Liquid LLC
3	632 Plymouth Ave NE
4	Grand Rapids, MI 49505 Dan@Mister-e-liquid.com
5	With a copy to:
6	Judith M. Praitis
7	Sidley Austin LLP 555 West 5th Street, Ste 4000
8	Los Angeles, CA 90013
9	jpraitis@sidley.com
10	8.1.2. Notices to Plaintiff. The persons for CEH to receive notices pursuant to
11	this Consent Judgment shall be:
12	Mark Todzo Lexington Law Group
13	503 Divisadero Street
14	San Francisco, CA 94117 mtodzo@lexlawgroup.com
15	8.2. Any Party may modify the person and address to whom the notice is to be sent by
16	sending the other Parties notice by first class and electronic mail.
17	9. COURT APPROVAL
18	9.1. This Consent Judgment shall become effective on the Effective Date, provided
19	however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
20	Settling Defendant shall support approval of such Motion.
21	9.2. If this Consent Judgment is not entered by the Court within 180 days of the date on
22	which it is signed by all parties, it shall be of no force or effect and shall not be introduced into
23	evidence or otherwise used in any proceeding for any purpose. However, the 180 day period may
24	be extended by written agreement of the Parties without modification of this Consent Judgment.
25	10. GOVERNING LAW AND CONSTRUCTION
26	10.1. The terms and obligations arising from this Consent Judgment shall be construed
27	and enforced in accordance with the laws of the State of California.
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11. ENTIRE AGREEMENT

11.1. This Consent Judgment contains the sole and entire agreement and understanding of CEH and Settling Defendant with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein.

11.2. There are no warranties, representations, or other agreements between CEH and
Settling Defendant except as expressly set forth herein. No representations, oral or otherwise,
express or implied, other than those specifically referred to in this Consent Judgment have been
made by any Party hereto.

10 11.3. No other agreements not specifically contained or referenced herein, oral or
11 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
12 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
13 any of the Parties hereto only to the extent that they are expressly incorporated herein.

14 **11.4.** No supplementation, modification, waiver, or termination of this Consent
15 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

16 11.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or
17 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
18 such waiver constitute a continuing waiver.

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12. **RETENTION OF JURISDICTION**

20 12.1. This Court shall retain jurisdiction of this matter to implement or modify the
21 Consent Judgment.

13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

13.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized
by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.
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CONSENT JUDGMENT AS TO MISTER-E-LIQUID LLC – CASE NO. 15-774917

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NO EFFECT ON OTHER SETTLEMENTS

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

15. EXECUTION IN COUNTERPARTS

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

8 **IT IS SO STIPULATED**:

CENTER FOR ENVIRONMENTAL HEALTH

Charlie Pizarro Associate Director

MISTER-E-LIQUID LLC

10		
. 17	Signature	
18		
19		
20	Printed Name	
21		
22	Title	
23		
24	IT IS SO ORDERED:	
25		
26	Dated:, 2015	
27		Judge of the Superior Court
28		-14-
DOCUMENT PREPARED ON RECYCLED PAPER	CONSENT JUDGMENT AS TO MIS	STER-E-LIQUID LLC – CASE NO. 15-774917

1	14. NO EFFECT ON OTHER SETTLEMENTS	
2	14.1. Nothing in this Consent Judgment shall preclude CEH from resolving any claim	
3	against another entity on terms that are different from those contained in this Consent Judgment.	
4	15. EXECUTION IN COUNTERPARTS	
5	15.1. The stipulations to this Consent Judgment may be executed in counterparts and by	
6	means of facsimile, which taken together shall be deemed to constitute one document.	
7		
8	IT IS SO STIPULATED:	
9	CENTER FOR ENVIRONMENTAL HEALTH	
10		
11		
12	Charlie Pizarro	
13	Associate Director	
14		
15	MISTER-E-LIQUID LLC	
16		
17	Signature	
18		
19	Daniel T. Lawitzke Printed Name	
20		
21	CEO	
22	Title	
23		
24	IT IS SO ORDERED:	
25	hast photos i i mar data ang i disti ana ang i disti ang ing ing ing ing ing ing ing ing ing i	
26	Dated:, 2015	
27	Judge of the Superior Court	
28 DOCUMENT PREPARED	-14-	
ON RECYCLED PAPER	CONSENT JUDGMENT AS TO MISTER-E-LIQUID LLC – CASE NO. 15-774917	

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