

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

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

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF SANTA CLARA  
9 UNLIMITED JURISDICTION

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

14 vs.

15 **CANNA CULTURE COLLECTIVE,**  
16 **INC.**, a California Limited Liability  
Company; and **DOES 1-25**, inclusive,  
17 Defendant.

No. 17CV308866

**STIPULATED CONSENT JUDGMENT  
AND SETTLEMENT**

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

18  
19 **1. INTRODUCTION**

20 1.1 On April 20, 2017, Plaintiff CENTER FOR ADVANCED PUBLIC AWARENESS,  
21 INC. ("CAPA"), a non-profit corporation, in the public interest as a private enforcer, commenced  
22 this action by filing a Complaint for Permanent Injunction, Civil Penalties and Other Relief (the  
23 "Complaint") pursuant to the provisions of California Health and Safety Code, section 25249.5 *et*  
24 *seq.* ("Proposition 65"), against CANNA CULTURE COLLECTIVE, INC. ("CANNA  
25 CULTURE"). In this action, CAPA alleges that CANNA CULTURE produces, processes, markets,  
26 offers to sell, sells, and/or distributes for sale in the State of California marijuana intended for,  
27 among other things, smoking, the consumption and use of which results in the generation of  
28 marijuana smoke, without first providing the clear and reasonable exposure warning required by

1 Proposition 65. Marijuana smoke is listed pursuant to Proposition 65 as a chemical that is known to  
2 the State of California to cause cancer. These products, specifically, flowers, leaves, stems, and  
3 other parts of marijuana plants (referred to hereinafter individually as a "Subject Product" or  
4 collectively as "Subject Products") are cannabis or marijuana intended for, among other things,  
5 combustion via smoking and then inhalation. The intended and foreseeable consumption and use  
6 (inhalation) of the Subject Products allegedly results in exposures to marijuana smoke, that are  
7 produced, processed, marketed, distributed, offered for sale and/or sold by CANNA CULTURE in  
8 California without a clear and reasonable warning.

9       **1.2**     CAPA and CANNA CULTURE are hereinafter referred to individually as a "Party"  
10 or collectively as the "Parties."

11       **1.3**     CAPA is a California non-profit corporation that, among other purposes and causes it  
12 is dedicated to, provides information about the hazards of toxins in consumer products, protects the  
13 public health by preventing pollution and toxics from being discharged, released or emitted into the  
14 environment, and enforces state and federal laws in protection of consumers and the environment.

15       **1.4**     For purposes of this Consent Judgment, the Parties agree that CANNA CULTURE is  
16 a non-profit corporation that has employed ten or more persons at all times relevant to this action,  
17 and qualifies as a "person in the course of doing business" within the meaning of Proposition 65.  
18 CANNA CULTURE distributes and sells the Subject Products.

19       **1.5**     The Complaint is based on allegations contained in CAPA's Notice of Violation  
20 dated January 11, 2017, that was served on the California Attorney General, other public  
21 prosecutors, and CANNA CULTURE ("Notice of Violation" or "NOV"). More than 60 days, plus  
22 5 days for mailing, have passed since the NOV was mailed and uploaded to the Attorney General's  
23 website, and no designated governmental entity has diligently prosecuted this matter, as exemplified  
24 by the filing of the Complaint against CANNA CULTURE with regard to the Subject Products or  
25 the alleged violations.

26       **1.6**     CAPA's NOV and Complaint allege that use of the Subject Products exposes  
27 persons in California to marijuana smoke without first providing clear and reasonable warnings in  
28

1 violation of California Health and Safety Code, section 25249.6. CANNA CULTURE denies all  
2 material allegations contained in the Notice, Complaint or made herein.

3       **1.7**     The Parties have entered into this Consent Judgment in order to settle, compromise  
4 and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent  
5 Judgment shall constitute or be construed as an admission by any of the Parties, or by any of their  
6 respective officers, directors, shareholders, employees, agents, parent companies, members or its  
7 subsidiaries or divisions. Except for the representations made above, nothing in this Consent  
8 Judgment shall be construed as an admission by the Parties of any fact, issue of law, or violation of  
9 law, nor shall compliance with this Consent Judgment be construed as an admission by the Parties  
10 of any fact, issue of law, or violation of law, at any time, for any purpose.

11       **1.9**     Except as expressly set forth herein, this Consent Judgment shall not prejudice,  
12 waive, or impair any right, remedy, argument, or defense the Parties have in any other or future  
13 legal proceeding unrelated to these proceedings.

14       **1.10**    The "Effective Date" of this Consent Judgment is the date on which this Court enters  
15 the Judgment.

16 **2.     JURISDICTION AND VENUE**

17       **2.1**     The Parties stipulate and agree that the Superior Court of California, County of Santa  
18 Clara has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction  
19 over the Parties to this Final Judgment. The Parties further stipulate that venue is proper in Santa  
20 Clara County, and that this court has jurisdiction and authority to enter a full and final resolution of  
21 all claims which were or could have been brought in this action based on the allegations contained  
22 in the NOV and Complaint.

23 **3.     INJUNCTIVE RELIEF AND WARNINGS**

24       **3.1**     Pursuant to the provisions of California Health & Safety Code, section 25249.7,  
25 subdivision (a), Defendant is enjoined and prohibited from violating or threatening to violate those  
26 sections of 24249.6 *et seq.*, and its implementing regulations California Code of Regulations, title  
27 27, sections 25601 *et seq.* Nothing in this consent judgment shall prohibit Defendant from providing  
28

1 other Proposition 65 warnings as it deems necessary, provided such warnings are consistent with  
2 California Code of Regulations, title 27, section 25601 *et seq.*, as may be amended.

3 **3.2 Clear and Reasonable Warnings**

4  
5 **3.2.1 Product Labeling.** CANNA CULTURE shall affix a warning to the  
6 packaging, labeling, or directly on each Subject Product sold in retail store(s) or through delivery  
7 services in California by CANNA CULTURE. Either warning text shall be printed in black ink, in  
8 a font that is easy to read and legible, in the same type size or larger than the Product's description  
9 text. The Warning shall be securely affixed to or printed upon the container, packaging provided  
10 prior to purchase, label, or labeling of each Subject Product sold in its retail store or through any  
11 delivery service. Employees may not write over the text of the warning for any reason. The  
12 warning must be substantially similar to the following and may also include a warning concerning  
13 birth defects or other reproductive harm (bracketed [ ] language below may be added at the sole  
14 discretion of Defendant):

15 **WARNING: This product contains a chemical (Marijuana Smoke)**  
16 **known to the State of California to cause cancer [and other**  
17 **chemicals that may cause birth defects or other**  
18 **reproductive harm].**

17 or

18 **⚠ WARNING: This product can expose you to chemicals including**  
19 **Marijuana Smoke, which is known to the state of**  
20 **California to cause cancer [and other chemicals that**  
21 **may cause birth defects or other reproductive harm].**  
22 **For more information, go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).**

21 or

22 **⚠ WARNING: Cancer [and Reproductive Harm]- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)**

23  
24 If a label warning is not utilized at CANNA CULTURE'S sole discretion, then the following  
25 combination of warnings must instead be utilized:

26 **3.2.2 Internet Website Warning.** For all Subject Products that are advertised on a  
27 website as offered for sale at CANNA CULTURE' dispensary or available for delivery directly to  
28 CANNA CULTURE' dispensary members, either of the following warnings must be provided by

1 including either the warning or a clearly marked hyperlink using the word “WARNING” on the  
2 Subject Product display page, or by otherwise prominently displaying the warning to the purchaser  
3 prior to completing the purchase of a Subject Product. If an on-product warning is provided as set  
4 forth above, the warning provided on the website may use the same content as the on-product  
5 warning as stated in Section 3.2.1. No statements, whether intended or reasonably likely to have the  
6 effect of diminishing the meaning or impact of, or decreasing the clarity or conspicuousness of,  
7 shall accompany the Warning such that it may affect how the Warning is understood by a lay  
8 consumer/patient.

9           **WARNING:**           **This product contains a chemical (Marijuana Smoke) known**  
10                                   **to the State of California to cause cancer [and other**  
11                                   **chemicals that may cause birth defects or other reproductive**  
12                                   **harm].**

13           or

14           **⚠ WARNING:**           **This product can expose you to chemicals including**  
15                                   **Marijuana Smoke, which is known to the state of**  
16                                   **California to cause cancer [and other chemicals that**  
17                                   **may cause birth defects or other reproductive harm].**  
18                                   **For more information, go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).**

19           or

20           **⚠ WARNING:** Cancer [and Reproductive Harm]- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

21           **3.2.3 Warnings for Deliveries.** In the event CANNA CULTURE engages in sales  
22 of the Subject Products that are purchased via orders placed remotely (i.e. via telephonic  
23 communications or the internet), to be delivered by or through CANNA CULTURE to the  
24 purchaser from CANNA CULTURE’s dispensary, CANNA CULTURE shall provide either of the  
25 specified warnings shown below:

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

          or

**⚠ WARNING:**           **This product can expose you to chemicals including**  
                                  **Marijuana Smoke, which is known to the state of**  
                                  **California to cause cancer [and other chemicals that**  
                                  **may cause birth defects or other reproductive harm].**  
                                  **For more information, go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).**

1  
2 or

3 **⚠ WARNING: Cancer [and Reproductive Harm]- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)**

4 In each case, the Warning shall be provided as shown above, with the Warning text printed  
5 in black ink, in a font that is easy to read and legible, in a font size that is the same size of any other  
6 accompanying warning. CANNA CULTURE must provide notice to any purchaser, consumer, or  
7 patient prior to purchasing Subject Products through a delivery service associated or affiliated with  
8 CANNA CULTURE.

9  
10 **3.2.4 Warning Sign(s) at Festivals/Conventions.** For all festivals, conventions,  
11 and other public events that take place in California, in which CANNA CULTURE operates a booth  
12 or other space from which it markets, offers to sell, or sells any of the Subject Products, CANNA  
13 CULTURE shall post a sign with either warning language as shown below. The Warning shall be  
14 at least 8 ½ inches by 11 inches, and posted at a height and location that will make it conspicuous  
15 and easy to read for the average person. The text of the warning shall be printed in black ink, in a  
16 font that is easy to read and legible, but in no case less than a size 32 Font.

17 **WARNING: This product contains a chemical (Marijuana Smoke)**  
18 **known to the State of California to cause cancer [and other**  
19 **chemicals that may cause birth defects or other**  
20 **reproductive harm].**

21 or

22 **⚠ WARNING: This product can expose you to chemicals including**  
23 **Marijuana Smoke, which is known to the state of**  
24 **California to cause cancer [and other chemicals that**  
25 **may cause birth defects or other reproductive harm].**  
26 **For more information, go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).**

27 or

28 **⚠ WARNING: Cancer [and Reproductive Harm]- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)**

29  
30 **3.2.5 In-Store Warnings.** In-Store Warnings shall be provided at two or more of  
31 the following locations: (a) at or

1 near the location of the cash registers in the store; (b) at or near each large display case in the store;  
2 or (c) at or near the entrance to the store. The warning sign should be at least 8 ½ inches by 11  
3 inches, and posted at a height that will make it conspicuous and easy to read for the average person.  
4 The text of the warning shall be printed in black ink, in a font that is easy to read and legible, but in  
5 no case less than a size 32 Font.

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

8                     **or**

9                     **⚠️ WARNING:           This product can expose you to chemicals including**  
10    **Marijuana Smoke, which is known to the state of**  
11    **California to cause cancer [and other chemicals that**  
12    **may cause birth defects or other reproductive harm].**  
13    **For more information, go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).**

14                     **or**

15                     **⚠️ WARNING: Cancer [and Reproductive Harm]- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)**

16                     **3.2.6 Membership Agreement.**                     CANNA CULTURE shall provide a  
17 warning at the time of completion of its Membership Agreement consistent with warnings described  
18 in Section 3.2.1.

19                     **4. SETTLEMENT PAYMENT**

20                     **4.1**     In full satisfaction of all potential civil penalties, additional settlement payments,  
21 attorney’s fees, and costs, CANNA CULTURE shall make a total payment of \$55,000.00 (“Total  
22 Settlement Amount”). The Total Settlement Amount shall be paid in two equal installments. The  
23 first payment of \$27,500 shall be due five (5) days after the Effective Date. The second payment of  
24 \$27,500 shall be due on or before December 10, 2017 or thirty (30) days after the Effective date,  
25 whichever is later. The Total Settlement Amount shall be apportioned as follows:

26                     **4.2**     \$12,458.35 shall be considered a civil penalty pursuant to California Health and  
27 Safety Code section 25249.7, subdivision (B)(1). CAPA shall remit 75% or \$9,343.76 of the civil  
28 penalty to the Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the  
Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety



1 Code, section 25249.12, subdivision (c). CAPA will retain the remaining 25%, or \$3,114.59 of the  
2 civil penalty.

3       **4.3**     \$1,166.15 shall be distributed to CAPA as reimbursement for reasonable costs  
4 incurred in bringing this action.

5       **4.4**     \$33,900.50 shall be distributed to Aqua Terra Aeris Law Group (“ATA”) for legal  
6 fees and costs incurred as a result of this matter, including investigating, bringing this matter to  
7 CANNA CULTURE’ attention in the NOV, litigating and negotiating a settlement in the public  
8 interest. CANNA CULTURE shall make the two payments by either check or by wire transfer to  
9 ATA’s escrow account, for which ATA will give CANNA CULTURE the necessary account  
10 information, within timeline described in Section 4.1.

11       **4.5**     \$7,475.00 shall be distributed to CAPA as an Additional Settlement Payment  
12 (“ASP”), pursuant to California Code of Regulations, title 27, sections 3203, subdivision (d), and  
13 3204. CAPA will utilize the ASP for activities that address the same public harm as allegedly  
14 caused by CANNA CULTURE in this matter. These activities are detailed below and support  
15 CAPA’s overarching goal of reducing use, misuse and exposure to hazardous and toxic chemicals,  
16 fostering and increasing the public awareness of chemicals inherent in consumer products,  
17 facilitating a safe environment for consumers and employees, and encouraging corporate  
18 responsibility. CAPA’s activities have had, and will continue to have, a direct and primary effect  
19 within the State of California because California consumers will be benefitted by the reduction of  
20 exposure to marijuana smoke and increase informed choices made by patients and consumers before  
21 exposure by providing clear and reasonable warnings to California consumers prior to inhalation of  
22 the products.

23       CAPA hereby provides the following list of activities CAPA engages in to protect California  
24 consumers through Proposition 65 citizen enforcement, along with a breakdown of how ASP funds  
25 will be utilized to facilitate those activities: (1) ENFORCEMENT (70%-80%): investigating,  
26 obtaining, shipping, analyzing, and/or testing dispensaries or products that may contain  
27 carcinogenic chemicals contained in marijuana smoke and are sold to and expose California  
28 consumers to chemicals listed under Proposition 65; continued monitoring and enforcement of past



1 consent judgments and settlements to ensure companies are in compliance with their obligations  
2 thereunder, with a specific focus on those judgments and settlements concerning chemicals of  
3 concern (which necessarily includes additional work, investigating, purchasing, processing,  
4 analyzing and/or testing consumer products; litigating matters that result in settlements, judgments,  
5 defaults, bankruptcies, or dismissals); (2) PUBLIC OUTREACH (up to 5%): public outreach  
6 programs including maintaining CAPA's blog, website, and social media accounts; (3) SPECIAL  
7 PROJECTS (up to 5%): projects including obtaining expert and legal opinions not specific to any  
8 one case that are necessary to the continued private enforcement of Proposition 65; and/or (4)  
9 PRODUCT DATABASE (up to 5%): maintaining a database with all products sold to California  
10 consumers that CAPA has obtained which could cause an exposure to marijuana smoke or other  
11 toxic, carcinogenic or reproductive harms.

12 CAPA will maintain adequate records to document that the funds paid as an ASP are spent  
13 on the activities described herein. CAPA shall provide the Attorney General, within thirty days of  
14 any request, copies of documentation demonstrating how such funds have been spent.

15 **4.6** In the event that CANNA CULTURE fails to remit the Total Settlement Payment  
16 owed under Section 4 of this Consent Judgment on or before December 10, 2017, CANNA  
17 CULTURE shall be deemed to be in material breach of its obligations under this Consent Judgment.  
18 CAPA shall provide written notice of the delinquency to Defendant's counsel and CANNA  
19 CULTURE via electronic mail and voicemail. If CANNA CULTURE fails to deliver the Total  
20 Settlement Payment within five (5) days from the written notice, the Total Settlement Payment shall  
21 become immediately due and payable and shall accrue interest at the statutory judgment interest rate  
22 provided in the Code of Civil Procedure, section 685.010. Additionally, CAPA retains the right to  
23 seek reasonable attorney fees and costs for any efforts to collect the Total Settlement Amount due  
24 under this Consent Judgment.

25 **4.7** CANNA CULTURE shall provide CAPA's counsel with separate 1099 forms for  
26 each of its payments under this Consent Judgment to:

27 (a) "Office of Environmental Health Hazard Assessment," P.O. Box 4010,  
28 Sacramento, CA 95814 (EIN: 68-0284486) for civil penalties paid;

1 (b) "Center for Advanced Public Awareness, Inc.," whose address and tax  
2 identification number shall be furnished upon request after this Consent  
3 Judgment has been fully executed by the Parties.

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

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

8  
9 **5. CLAIMS COVERED AND RELEASE**

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

22 **5.2 CAPA's Individual Release of Claims.** CAPA, on its own behalf, also provides  
23 a release herein which shall be effective as a full and final accord and satisfaction, as a bar to all  
24 actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims,  
25 liabilities and demands of CAPA of any nature, character or kind, whether known or unknown,  
26 suspected or unsuspected, arising out of alleged or actual exposures in the Subject Products  
27 grown, cultivated, processed or sold or distributed for sale by CANNA CULTURE in California  
28 before the Effective Date.

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

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

16           **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**  
17           **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS**  
18           **OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,**  
19           **WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY**  
20           **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

21 CAPA and CANNA CULTURE each acknowledge and understand the significance and  
22 consequences of this specific waiver of California Civil Code, section 1542.

23 **6. COURT APPROVAL**

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

27 **7. SEVERABILITY**

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

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

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

22       **9.     NOTICES**

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

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For CANNA CULTURE:

Eric A. Engstrom, President  
Canna Culture Collective, Inc.  
3591 Charter Park Dr,  
San Jose, CA 95136

With a copy to:  
L + G, LLP  
c/o Sergio H. Parra  
318 Cayuga Street  
Salinas, CA 93901

For CAPA:

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

With a copy to:  
Aqua Terra Aeris Law Group  
c/o Matthew Maclear  
828 San Pablo Avenue, Suite 115B  
Albany, CA 94706

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

**10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

**11. POST EXECUTION ACTIVITIES**

CAPA agrees to comply with the reporting form requirements referenced in Health & Safety Code, section 25249.7, subdivision (f). The Parties further acknowledge that, pursuant to

1 Health & Safety Code, section 25249.7, subdivision (f), a noticed motion is required to obtain  
2 judicial approval of the settlement. In furtherance of obtaining such approval, CAPA and  
3 CANNA CULTURE agree to mutually employ their best efforts, and that of their counsel, to  
4 support the entry of this agreement as a Consent Judgment, and to obtain judicial approval of the  
5 settlement in a timely manner. If the Attorney General objects to any term in this Consent  
6 Judgment, the Parties shall use their best individual and collective efforts to resolve the concern  
7 in a timely manner, and if possible in advance of the hearing on the motion to approve  
8 settlement. If the Court does not approve of the Stipulated Consent Judgment, it shall be void or  
9 voided and have no force or effect.

10 **12. MODIFICATION**

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

14 **13. AUTHORIZATION**

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

18 **14. DRAFTING**

19 It shall be conclusively presumed that the Parties participated equally in the drafting of  
20 this Consent Judgment. The Parties discussed each and every term and provision, and the  
21 meaning thereof, in advance of executing this stipulation. Each Party has had an opportunity to  
22 fully discuss the terms and conditions with legal counsel. The Parties agree, should this Consent  
23 Judgment be subsequently analyzed for interpretation or construction, no inference, presumption  
24 or assumption shall be drawn nor shall any provision be construct against any Party, based on  
25 the fact that one of the Parties or their counsel prepared and/or drafted all or any portion of the  
26 Consent Judgment.

27 **15. ENFORCEMENT**

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

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

14       **16. ENTIRE AGREEMENT**

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

20       **17. STIPULATED REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT**  
21       **AND ENTRY OF CONSENT JUDGMENT**

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

- 25           (1) Find the terms and provisions of this Consent Judgment represent a fair and  
26 equitable settlement of all matters raised by the allegations of the Complaint, that the  
27 matter has been diligently prosecuted and that the public interest is served by such  
28 settlement; and




(2) Make the statutory findings required pursuant to Health and Safety Code section 25249.7, subdivision (f)(4), approve the settlement and approve this Consent Judgment.

**IT IS SO STIPULATED.**

Date: September 15<sup>th</sup>, 2017

CENTER FOR ADVANCED PUBLIC AWARENESS, INC.

By:   
Clifford Brechner  
Executive Director

Date: September \_\_\_\_, 2017

CANNA CULTURE COLLECTIVE, INC.

By: \_\_\_\_\_  
Eric A. Engstrom  
President

**APPROVED AS TO FORM:**

Date: September \_\_\_\_, 2017

AQUA TERRA AERIS LAW GROUP, LLP

By: \_\_\_\_\_  
Matthew Maclear  
Attorneys for Plaintiff Center for  
Advanced Public Awareness, Inc.

Date: September \_\_\_\_, 2017

L + G, LLP

By: \_\_\_\_\_  
Sergio Parra  
Attorneys for Defendant  
Canna Culture Collective, Inc.

**ORDER AND JUDGMENT**

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

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(2) Make the statutory findings required pursuant to Health and Safety Code section 25249.7, subdivision (f)(4), approve the settlement and approve this Consent Judgment.

**IT IS SO STIPULATED.**

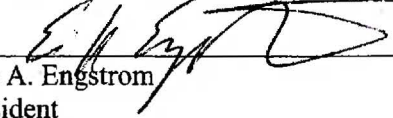
Date: September \_\_\_\_, 2017

CENTER FOR ADVANCED PUBLIC AWARENESS, INC.

By: \_\_\_\_\_  
Clifford Brechner  
Executive Director

Date: September 15, 2017

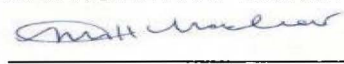
CANNA CULTURE COLLECTIVE, INC.

By:   
Eric A. Engstrom  
President

**APPROVED AS TO FORM:**

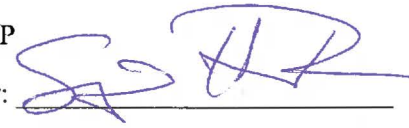
Date: September 15, 2017

AQUA TERRA AERIS LAW GROUP, LLP

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

Date: September 15, 2017

L + G, LLP

By:   
Sergio Parra  
Attorneys for Defendant  
Canna Culture Collective, Inc.

**ORDER AND JUDGMENT**

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court