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5 **Attorneys for Plaintiff**

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

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF SANTA CLARA

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

12 vs.

13 **SANTA CRUZ GENETICS, INC.**, a
14 California corporation; and **DOES 1-25**,
inclusive,
15 Defendant.

No. 17CV311167

[STIPULATED] CONSENT JUDGMENT

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

16
17 **1. INTRODUCTION**

18 **1.1** On May 31, 2017, Plaintiff CENTER FOR ADVANCED PUBLIC AWARENESS,
19 INC. ("CAPA"), a non-profit corporation, in the public interest as a private enforcer, commenced
20 this action by filing a Complaint for Permanent Injunction, Civil Penalties and Other Relief (the
21 "Complaint") pursuant to the provisions of California Health and Safety Code, section 25249.5 *et*
22 *seq.* ("Proposition 65"), against SANTA CRUZ GENETICS, INC. ("SANTA CRUZ GENETICS")
23 in Santa Clara County Superior Court Case No. 17CV311167 ("Action"). In this action, CAPA
24 alleges that SANTA CRUZ GENETICS produces, processes, markets, offers to sell, sells, and/or
25 distributes for sale in the State of California marijuana intended for smoking, the consumption and
26 use of which results in the generation of marijuana smoke, without first providing the clear and
27 reasonable exposure warning required by Proposition 65. Marijuana smoke is listed pursuant to
28

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

8 **1.2** CAPA and SANTA CRUZ GENETICS are hereinafter referred to individually as a
9 “Party” or collectively as the “Parties.”

10 **1.3** CAPA is a California non-profit corporation that, among other purposes and causes it
11 is dedicated to, provides information about the hazards of toxins in consumer products, protects the
12 public health by preventing pollution and toxics from being discharged, released or emitted into the
13 environment, and enforces state and federal laws in protection of consumers and the environment.

14 **1.4** SANTA CRUZ GENETICS is a non-profit mutual benefit corporation that, among
15 other purposes and causes it is dedicated to, provides medical cannabis to seriously ill Californians
16 pursuant to the laws of the State of California and the laws of the City of San Jose. SANTA CRUZ
17 GENETICS is a closed-loop Collective and only provides products to its registered members.

18 **1.5** For purposes of this Consent Judgment, the Parties agree that SANTA CRUZ
19 GENETICS is a business entity that has employed ten or more persons for a portion of the alleged
20 violation period, and qualifies as a “person in the course of doing business” within the meaning of
21 Proposition 65. SANTA CRUZ GENETICS provides the Covered Products to registered members
22 of its Collective.

23 **1.6** The Complaint is based on allegations contained in CAPA’s Notice of Violation
24 dated January 11, 2017, that was served on the California Attorney General, other public enforcers,
25 and SANTA CRUZ GENETICS (“Notice of Violation” or “NOV”). A true and correct copy of the
26 NOV is attached as **Exhibit A** and is hereby incorporated by reference. More than 60 days, plus 5
27 days for mailing, have passed since the NOV was mailed and uploaded to the Attorney General’s
28 website, and no designated governmental entity has diligently prosecuted this matter, as exemplified

1 by the filing of the Complaint against SANTA CRUZ GENETICS in regards to the Covered
2 Products or the alleged violations.

3 **1.7** CAPA’s NOV and Complaint allege that use of the Covered Products exposes
4 persons in California to marijuana smoke without first providing clear and reasonable warnings in
5 violation of California Health and Safety Code, section 25249.6. SANTA CRUZ GENETICS
6 denies all material allegations contained in the Notice and Complaint.

7 **1.8** The Parties have entered into this Consent Judgment in order to settle, compromise
8 and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent
9 Judgment shall constitute or be construed as an admission by any of the Parties, or by any of their
10 respective officers, directors, shareholders, employees, agents, parent companies, or its subsidiaries
11 or divisions. Except for the representations made above, nothing in this Consent Judgment shall be
12 construed as an admission by the Parties of any fact, issue of law, or violation of law, nor shall
13 compliance with this Consent Judgment be construed as an admission by the Parties of any fact,
14 issue of law, or violation of law, at any time, for any purpose.

15 **1.9** Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice,
16 waive, or impair any right, remedy, argument, or defense the Parties have in any other or future
17 legal proceeding unrelated to these proceedings.

18 **1.10** The “Effective Date” of this Consent Judgment is the date on which this Court enters
19 the Judgment.

20 **2. JURISDICTION AND VENUE**

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

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1 **3. INJUNCTIVE RELIEF AND WARNINGS TO BE PROVIDED**

2 **3.1** Pursuant to the provisions of California Health & Safety Code, section 25249.7,
3 subdivision (a), Defendant shall be enjoined to comply with, and prohibited from violating or
4 threatening to violate 24249.6 *et seq.*, and its implementing regulations California Code of
5 Regulations, title 27, sections 25601 *et seq.*, as may be revised.

6 Commencing on or before the Effective Date, and for a period of three (3) years thereafter,
7 SANTA CRUZ GENETICS shall be enjoined to provide a Clear and Reasonable Warning as set
8 forth in Section 3.2.

9 **3.2 Clear and Reasonable Warnings**


10 **3.2.1 Product Labeling.** SANTA CRUZ GENETICS shall affix a warning label
11 to the packaging of each Covered Product dispensed by SANTA CRUZ GENETICS, either at the
12 Collective or through a delivery service, if any, in California. Either warning text shall be in a type
13 size no smaller than the largest type size used for other consumer information on the product and, in
14 no case, shall the warning appear in a type size smaller than 6-point type. The Warning shall be
15 securely affixed to (via a label) or printed upon the container of each Covered Product. Employees
16 may not write over the text of the warning for any reason.

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

18 or

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

21 or

22 ** WARNING. Cancer - www.P65Warnings.ca.gov**

23
24 If a label warning is not utilized, a combination of at least two of the following warnings
25 must be utilized:

26 **3.2.2 Internet Website Warning.** For all Covered Products that are advertised on
27 a website as offered for sale at SANTA CRUZ GENETICS' dispensary or available for delivery
28

1 directly to SANTA CRUZ GENETICS' dispensary members, a warning that complies with the
2 content requirements of Section 25603(a) must also be provided by including either the warning or
3 a clearly marked hyperlink using the word "WARNING" on the product display page, or by
4 otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If
5 an on-product warning is provided as set forth above, the warning provided on the website may use
6 the same content as the on-product warning. No statements, whether intended or reasonably likely
7 to have the effect of diminishing the meaning or impact of, or decreasing the clarity or
8 conspicuousness of, shall accompany the Warning such that it may affect how the Warning is
9 understood by a lay consumer/patient.

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

11 or



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


15 **3.2.3 Membership Agreement.** SANTA CRUZ GENETICS shall provide a
16 warning in its Membership Agreement which states "**Certain products, dispensed at Santa Cruz**
17 **Genetics, can expose you to chemicals including Marijuana Smoke, which is known to the**
18 **state of California to cause cancer. For more information, go to www.P65Warnings.ca.gov."**

19 This Warning shall be printed in black ink, in a font that is easy to read and legible, in a size 12
20 Font, and separated from its surrounding text.

21 **3.2.4 Point-of-Sale Warnings.** In order that customers will view the warning
22 before making the decision to purchase the Products at the dispensary, SANTA CRUZ GENETICS
23 shall post a Warning sign, in the form below, using two or more of the following-point-of-sale
24 warning options: a) at or near each cash register in the store; or b) at or near each display case in the
25 store; or c) on a stanchion (crowd control post) message sign located at the front of the cash register
26 entry line, closest to the register. The Warning shall be at least 8 ½ inches by 11 inches, and posted
27 at a height and location that will make it conspicuous and easy to read for the average person. The
28

1 text of the warning shall be printed in black ink, in a font that is easy to read and legible, but in no
2 case less than a size 36 Font.

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

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

9 **4. SETTLEMENT PAYMENT**

10 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
11 attorney's fees, and costs, SANTA CRUZ GENETICS shall make a total payment of \$60,000.00
12 ("Total Settlement Amount"). The Total Settlement Amount shall be paid in a single payment. The
13 payment of \$60,000.00 shall be due five (5) days after the Effective Date. The Total Settlement
14 Amount shall be apportioned as follows:

15 **4.2** \$31,220.00 shall be considered a civil penalty pursuant to California Health and
16 Safety Code section 25249.7, subdivision (B)(1). CAPA shall remit 75% \$23,415.00 of the civil
17 penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the
18 Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
19 Code, section 25249.12, subdivision (c). CAPA will retain the remaining 25%, or \$7,805.00 of the
20 civil penalty.

21 **4.3** \$1,463.75 shall be distributed to CAPA as reimbursement to CAPA for reasonable
22 costs incurred in bringing this action.

23 **4.4** \$27,316.25 shall be distributed to Aqua Terra Aeris Law Group ("ATA") for legal
24 fees and costs incurred as a result of investigating, bringing this matter to SANTA CRUZ
25 GENETICS' attention in the NOV, and negotiating a settlement in the public interest. SANTA
26 CRUZ GENETICS shall make this payment by wire transfer to ATA's escrow account, for which
27 ATA will give SANTA CRUZ GENETICS the necessary account information, within two (2)
28 business days of the Court's approval of this Consent Judgment.

1 **4.5** In the event that SANTA CRUZ GENETICS fails to remit the Total Settlement
2 Payment owed under Section 4 of this Consent Judgment on or before the Due Date, SANTA
3 CRUZ GENETICS shall be deemed to be in material breach of its obligations under this Consent
4 Judgment. CAPA shall provide written notice of the delinquency to SANTA CRUZ GENETICS'
5 counsel via electronic mail. If SANTA CRUZ GENETICS fails to deliver the Total Settlement
6 Payment within five (5) days from the written notice, the Total Settlement Payment shall become
7 immediately due and payable and shall accrue interest at the statutory judgment interest rate
8 provided in the Code of Civil Procedure, section 685.010. Additionally, SANTA CRUZ
9 GENETICS agrees to pay ATA's reasonable attorney fees and costs for any efforts to collect the
10 payment due under this Consent Judgment.

11 **4.6** SANTA CRUZ GENETICS shall provide CAPA's counsel with separate 1099 forms
12 for each of its payments under this Agreement to:

- 13 (a) "Office of Environmental Health Hazard Assessment," P.O. Box 4010,
14 Sacramento, CA 95814 (EIN: 68-0284486) for civil penalties paid;
- 15 (b) "Center for Advanced Public Awareness, Inc.," whose address and tax
16 identification number shall be furnished upon request after this Agreement
17 has been fully executed by the Parties for its portion of the civil penalties
18 paid.
- 19 (3) "Center for Advanced Public Awareness, Inc.," whose address and tax
20 identification number shall be furnished upon request after this Agreement
21 has been fully executed by the Parties for Additional Settlement Payments
22 paid.
- 23 (4) "Center for Advanced Public Awareness, Inc.," whose address and tax
24 identification number shall be furnished upon request after this Agreement
25 has been fully executed by the Parties for reasonable costs incurred in
26 bringing this action.
- 27 (5) "Aqua Terra Aeris Law Group," for attorneys' fees and costs reimbursed
28 pursuant to Section 4.4.

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

4 **5. CLAIMS COVERED AND RELEASE**

5 **5.1 Plaintiff's Public Binding Release of Proposition 65 Claims.** This Consent
6 Judgment is a full, final, and binding resolution between CAPA, acting on behalf of itself and in
7 the public interest, and SANTA CRUZ GENETICS, and its parents, subsidiaries, directors,
8 officers, employees, attorneys, and for those affiliated entities under common ownership who
9 were disclosed prior to the full execution of this Consent Judgment by the Parties (collectively,
10 "Releasees") related to any violation of Proposition 65 that was or could have been asserted by
11 CAPA, on behalf of itself, against Releasees for unwarned exposures to marijuana smoke from
12 the Covered Products produced, processed, marketed, offered for sale, sold or distributed for
13 sale in California by SANTA CRUZ GENETICS prior to the Effective Date. Compliance with
14 the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to
15 exposures to marijuana smoke from the Products sold by or through SANTA CRUZ
16 GENETICS after the Effective Date.

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

24 **5.3 SANTA CRUZ GENETICS' Release of CAPA.** SANTA CRUZ GENETICS,
25 on its own behalf and on behalf of its past and current agents, representatives, attorneys,
26 successors, and assignees, hereby waives any and all claims that it may have against CAPA and
27 its attorneys and other representatives, for any and all actions taken or statements made (or those
28 that could have been taken or made) by CAPA and its attorneys and other representatives,

1 whether in the course of investigating claims, otherwise seeking to enforce Proposition 65
2 against it in this matter.

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

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

17 CAPA and SANTA CRUZ GENETICS each acknowledge and understand the significance and
18 consequences of this specific waiver of California Civil Code, section 1542.

19 **6. COURT APPROVAL**

20 This Consent Judgment is not effective until it is approved and entered by the Court and
21 shall be null and void if, for any reason, it is not approved and entered by the Court within one
22 year after it has been fully executed by all Parties.

23 **7. SEVERABILITY**

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

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

2 The terms of this Consent Judgment shall be governed by the laws of the state of
3 California and apply within the state of California. Pursuant to Code of Civil Procedure section
4 664.6, the Court retains jurisdiction over this matter and terms of the Judgment contained
5 herein. In the event Proposition 65 is repealed or is otherwise rendered inapplicable by reason
6 of law generally, or as to the Covered Products, then SANTA CRUZ GENETICS may provide
7 written notice to CAPA of any asserted change in the law, and have no further obligations
8 pursuant to this Consent Judgment, with respect to, and to the extent that, the Covered Products
9 are so affected. Nothing in this Consent Judgment shall be interpreted to relieve SANTA CRUZ
10 GENETICS from any obligation to comply with any pertinent state or federal laws concerning
11 labeling, warning or toxics in consumer products. If the California Office of Environmental
12 Health Hazard Assessment or other governmental body with authority promulgates regulations
13 setting forth warning text and/or methods of transmission required or permitted to be used under
14 Proposition 65 for exposures to marijuana smoke in the Covered Products as defined herein,
15 then at its sole discretion SANTA CRUZ GENETICS may use such other warning text and/or
16 method of transmission, without being deemed in breach of this Agreement, provided that
17 Defendant sends written notice of this decision and includes the content and means of
18 transmission of the warning to CAPA sixty (60) days in advance of implementing any such
19 changes. CAPA shall have an opportunity to provide comments and to meet and confer
20 regarding the proposed changes before they are fully implemented.

21 **9. NOTICES**

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

26 For SANTA CRUZ GENETICS:

27 SANTA CRUZ GENETICS, Inc.
28 Attn: Mark Edwards
 92 Pullman Way
 San Jose, CA 95111

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With a copy to:
Roberts ♦ Elliott, A Law Corporation
c/o James Roberts
150 Almaden Blvd.
Suite 950
San Jose, CA 95113

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 it proof of receipt 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 Health & Safety Code, section 25249.7, subdivision (f), a noticed motion is required to obtain judicial approval of the settlement. In furtherance of obtaining such approval, CAPA and SANTA CRUZ GENETICS agree to mutually employ their best efforts, and that of their

1 counsel, to support the entry of this agreement as a Consent Judgment, and to obtain judicial
2 approval of the settlement in a timely manner. If the Attorney General objects to any term in
3 this Consent Judgment, the Parties shall use their best individual and collective efforts to resolve
4 the concern in a timely manner, and if possible in advance of the hearing on the motion to
5 approve settlement. If the Court does not approve of the Stipulated Consent Judgment, it shall
6 be void or voided and have no force or effect.

7 **12. MODIFICATION**

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

11 **13. AUTHORIZATION**

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

15 **14. DRAFTING**

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

20 **15. ENFORCEMENT**

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

26 CAPA may, by motion or order to show cause before this Court, seek to enforce the
27 terms and conditions contained in this Consent Judgment. CAPA may seek whatever
28 penalties/fines, costs, fees or other remedies are provided for in the Consent Judgment or

1 allowed by law for failure to comply with the Consent Judgment. To the extent that the alleged
2 failure to comply with the Consent Judgment constitutes a violation of Proposition 65 or other
3 laws, CAPA shall not be limited to enforcement of this Consent Judgment and may seek, in a
4 separately filed action, whatever penalties/fines, costs, fees or other remedies as provided for by
5 law for failure to comply with Proposition 65 or other law(s).

6 **16. ENTIRE AGREEMENT**

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

12 **17. STIPULATED REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT**
13 **AND ENTRY OF CONSENT JUDGMENT**

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

- 17 (1) Find the terms and provisions of this Consent Judgment represent a fair and
18 equitable settlement of all matters raised by the allegations of the Complaint, that the
19 matter has been diligently prosecuted and that the public interest is served by such
20 settlement; and
21 (2) Make the statutory findings required pursuant to Health and Safety Code section
22 25249.7, subdivision (f)(4), approve the settlement and approve this Consent
23 Judgment.

24 **IT IS SO STIPULATED.**

25
26 Date: _____

CENTER FOR ADVANCED PUBLIC
AWARENESS, INC.

27
28 By: _____

1 allowed by law for failure to comply with the Consent Judgment. To the extent that the alleged
2 failure to comply with the Consent Judgment constitutes a violation of Proposition 65 or other
3 laws, CAPA shall not be limited to enforcement of this Consent Judgment and may seek, in a
4 separately filed action, whatever penalties/fines, costs, fees or other remedies as provided for by
5 law for failure to comply with Proposition 65 or other law(s).

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8 Parties with regard to this matter, including any and all prior discussions, negotiations,
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15 Court to fully review its terms and to be fully informed regarding the matters which are the
16 subject of this action, and to:

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

21 (2) Make the statutory findings required pursuant to Health and Safety Code section
22 25249.7, subdivision (f)(4), approve the settlement and approve this Consent
23 Judgment.

4 **IT IS SO STIPULATED.**

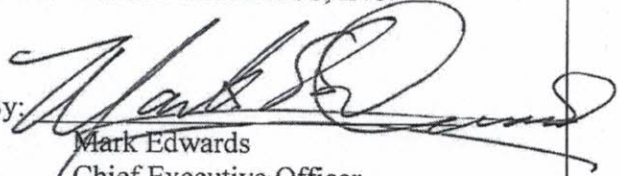
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CENTER FOR ADVANCED PUBLIC
AWARENESS, INC.

7 By: 

1 Date: 7/12/17

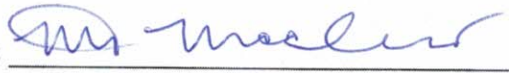
SANTA CRUZ GENETICS, INC.

By: 
Mark Edwards
Chief Executive Officer

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5 **APPROVED AS TO FORM:**

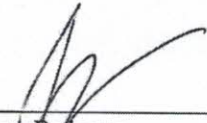
6 Date: 7/12/17

AQUA TERRA AERIS LAW GROUP, LLP

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

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10 Date: 7-12-17

ROBERTS & ELLIOT

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12 By: 
James Roberts
Attorneys for Defendant
SANTA CRUZ GENETICS, Inc.

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17 **ORDER AND JUDGMENT**

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

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

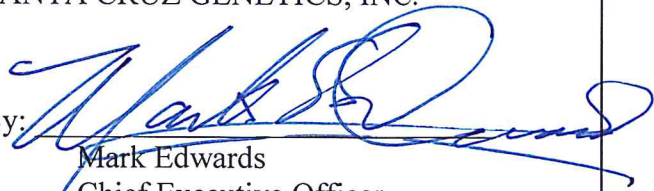
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22 Date: _____

Judge of the Superior Court

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Date: 7/12/17

SANTA CRUZ GENETICS, INC.

By: 
Mark Edwards
Chief Executive Officer

APPROVED AS TO FORM:

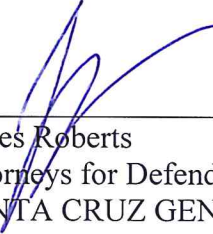
Date: _____

AQUA TERRA AERIS LAW GROUP, LLP

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

Date: 7-12-17

ROBERTS & ELLIOT

By: 
James Roberts
Attorneys for Defendant
SANTA CRUZ GENETICS, 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