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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 **VMK, INC., doing business as PURPLE**
16 **LOTUS PATIENT CENTER**, a
California non-profit mutual benefit
17 corporation; and **DOES 1-25**, inclusive,
Defendant.

No. 17CV311444

**STIPULATED CONSENT JUDGMENT
AND SETTLEMENT**

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

18
19 **1. INTRODUCTION**

20 **1.1** On June 7, 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 VMK, INC., doing business as PURPLE LOTUS PATIENT
25 CENTER (“PURPLE LOTUS”). In this action, CAPA alleges that PURPLE LOTUS produces,
26 processes, markets, offers to sell, sells, and/or distributes for sale in the State of California
27 marijuana intended for, among other things, smoking, the consumption and use of which results in
28

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

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

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

17 **1.4** For purposes of this Consent Judgment, the Parties agree that PURPLE LOTUS
18 contends it is a non-profit corporation that has employed ten or more persons at all times relevant to
19 this action, and qualifies as a “person in the course of doing business” within the meaning of
20 Proposition 65. PURPLE LOTUS distributes and sells the Subject Products.

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

28

1 **1.6** CAPA’s NOV and Complaint allege that use of the Subject Products exposes
2 persons in California to marijuana smoke without first providing clear and reasonable warnings in
3 violation of California Health and Safety Code, section 25249.6. PURPLE LOTUS denies all
4 material allegations contained in the Notice, Complaint or made herein.

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

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

16 **1.10** The “Effective Date” of this Consent Judgment is the date on which this Court enters
17 the Judgment.

18 **2. JURISDICTION AND VENUE**

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

25 **3. INJUNCTIVE RELIEF AND WARNINGS**

26 **3.1** Pursuant to the provisions of California Health & Safety Code, section 25249.7,
27 subdivision (a), Defendant is enjoined and prohibited from violating or threatening to violate those
28 sections of 24249.6 *et seq.*, and its implementing regulations California Code of Regulations, title

1 27, sections 25601 *et seq.* Nothing in this consent judgment shall prohibit Defendant from providing
2 other Proposition 65 warnings as it deems necessary, provided such warnings are consistent with
3 California Code of Regulations, title 27, section 25601 *et seq.*, as may be amended.

4 **3.2 Clear and Reasonable Warnings**

5 **3.2.1 Product Labeling.** PURPLE LOTUS 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 PURPLE LOTUS. Either warning text shall be printed in black ink, in a
8 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: Marijuana Smoke contains chemicals known to the State of**
16 **California to cause cancer [and birth defects or other**
reproductive harm].

17 **or**

18 **⚠ WARNING: Use of 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**
may cause birth defects or other reproductive harm].
21 **For more information, go to www.P65Warnings.ca.gov.**

22 **or**

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

24 If a label warning is not utilized at PURPLE LOTUS’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 PURPLE LOTUS’ dispensary or available for delivery directly to
28 PURPLE LOTUS’ dispensary members, either of the following warnings must be provided by

1 **4.3** \$2,317.45 shall be distributed to CAPA as reimbursement for reasonable costs
2 incurred in bringing this action.

3 **4.4** \$34,712.55 shall be distributed to Aqua Terra Aeris Law Group (“ATA”) for legal
4 fees and costs incurred as a result of this matter, including investigating, bringing this matter to
5 PURPLE LOTUS’ attention in the NOV, litigating and negotiating a settlement in the public
6 interest. PURPLE LOTUS shall make the two payments by either check or by wire transfer to
7 ATA’s escrow account, for which ATA will give PURPLE LOTUS the necessary account
8 information, within timeline described in Section 4.1.

9 **4.5** \$16,270.00 shall be distributed to CAPA as an Additional Settlement Payment
10 (“ASP”), pursuant to California Code of Regulations, title 27, sections 3203, subdivision (d), and
11 3204. CAPA will utilize the ASP for activities that address the same public harm as allegedly
12 caused by PURPLE LOTUS in this matter. These activities are detailed below and support CAPA’s
13 overarching goal of reducing use, misuse and exposure to hazardous and toxic chemicals, fostering
14 and increasing the public awareness of chemicals inherent in consumer products, facilitating a safe
15 environment for consumers and employees, and encouraging corporate responsibility. CAPA’s
16 activities have had, and will continue to have, a direct and primary effect within the State of
17 California because California consumers will be benefitted by the reduction of exposure to
18 marijuana smoke and increase informed choices made by patients and consumers before exposure
19 by providing clear and reasonable warnings to California consumers prior to inhalation of the
20 products.

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

1 concern (which necessarily includes additional work, investigating, purchasing, processing,
2 analyzing and/or testing consumer products; litigating matters that result in settlements, judgments,
3 defaults, bankruptcies, or dismissals); (2) PUBLIC OUTREACH (up to 5-10%): public outreach
4 through CAPA's continuing advocacy in regulatory proceedings and rulemakings related to sales
5 and use of cannabis in California to ensure the public receives information about the carcinogens
6 contained in marijuana smoke; and public service announcements about the risks associated with
7 exposure to marijuana smoke; (3) SPECIAL PROJECTS (up to 5%): projects involving expert, non-
8 legal opinions not specific to any one marijuana smoke case that are necessary to the continued
9 private enforcement of Proposition 65 concerning exposure to marijuana smoke and related
10 chemicals; assessing exposure scenarios and types of products associated with marijuana smoke and
11 related chemical exposures; and/or (4) PRODUCT DATABASE (up to 5%): maintaining a database
12 with all products sold to California consumers that CAPA has obtained which could cause an
13 exposure to marijuana smoke or other toxic, carcinogenic or reproductive harms.

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

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

26 **4.7** PURPLE LOTUS shall provide CAPA's counsel with separate 1099 forms for each
27 of its payments under this Consent Judgment to:
28

- 1 (a) "Office of Environmental Health Hazard Assessment," P.O. Box 4010,
2 Sacramento, CA 95814 (EIN: 68-0284486) for civil penalties paid;
- 3 (b) "Center for Advanced Public Awareness, Inc.," whose address and tax
4 identification number shall be furnished upon request after this Consent
5 Judgment has been fully executed by the Parties.
- 6 (5) "Aqua Terra Aeris Law Group," for attorneys' fees and costs reimbursed
7 pursuant to Section 4.4, whose address and tax identification number shall be
8 furnished upon request after this Consent Judgment has been fully executed
9 by the Parties.

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

12 **5. CLAIMS COVERED AND RELEASE**

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

25 **5.2 CAPA's Individual Release of Claims.** CAPA, on its own behalf, also provides
26 a release herein which shall be effective as a full and final accord and satisfaction, as a bar to all
27 actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims,
28 liabilities and demands of CAPA of any nature, character or kind, whether known or unknown,

1 suspected or unsuspected, arising out of alleged or actual exposures in the Subject Products
2 grown, cultivated, processed or sold or distributed for sale by PURPLE LOTUS in California
3 before the Effective Date.

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

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

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

24 CAPA and PURPLE LOTUS each acknowledge and understand the significance and
25 consequences of this specific waiver of California Civil Code, section 1542.

26 **6. COURT APPROVAL**
27
28

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

4 **7. SEVERABILITY**

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

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

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

26 **9. NOTICES**

27 Unless specified herein, all correspondence and notices required to be provided pursuant
28 to this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class

1 mail, registered or certified, with return receipt requested; or (iii) a recognized overnight courier
2 on any party by the other party at the following addresses:

3
4 For PURPLE LOTUS:

5 Bush & Henry, Attorneys at Law, PC
6 6761 Sebastopol Avenue, Suite 111
7 Sebastopol, CA 95472

8 For CAPA:

9 Executive Director
10 Center for Advanced Public Awareness, Inc.
11 180 Promenade Cir.
12 Sacramento, CA 95834

13 With a copy to:
14 Aqua Terra Aeris Law Group
15 c/o Matthew Maclear
16 828 San Pablo Avenue, Suite 115B
17 Albany, CA 94706

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

24 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

28 **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

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

9 **12. MODIFICATION**

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

13 **13. AUTHORIZATION**

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

17 **14. DRAFTING**

18 The Parties agree, should this Consent Judgment be subsequently analyzed for
19 interpretation or construction, no inference, presumption or assumption shall be drawn nor shall
20 any provision be construct against any Party, based on the fact that one of the Parties or their
21 counsel prepared and/or drafted all or any portion of the Consent Judgment.

22 **15. ENFORCEMENT**

23 If a dispute arises with respect to either Party's compliance with the terms of this
24 Consent Judgment entered by the Court, the Parties shall meet and confer in person, in writing
25 or via telephone to attempt to resolve the dispute in an amicable and amenable fashion. No
26 action or motion may be filed unless such a good faith attempt to resolve the dispute occurs
27 before such a filing.
28

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

9 **16. ENTIRE AGREEMENT**

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

15 **17. STIPULATED REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT**
16 **AND ENTRY OF CONSENT JUDGMENT**

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

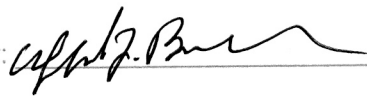
- 20 (1) Find the terms and provisions of this Consent Judgment represent a fair and
21 equitable settlement of all matters raised by the allegations of the Complaint, that the
22 matter has been diligently prosecuted and that the public interest is served by such
23 settlement; and
24 (2) Make the statutory findings required pursuant to Health and Safety Code section
25 25249.7, subdivision (f)(4), approve the settlement and approve this Consent
26 Judgment.

27 **IT IS SO STIPULATED.**


28 Date: January 30, 2018

CENTER FOR ADVANCED PUBLIC
AWARENESS, INC.

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By: 
Executive Director

Date: ~~October~~ ^{Dec.} 12, 2017

PURPLE LOTUS COLLECTIVE, INC.
By: 
President

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

EXHIBIT A TO CONSENT JUDGMENT

Center For Advanced Public Awareness, Inc.

v.

VMK, Inc., dba Purple Lotus Patient Center
Santa Clara County Court Case No. 17CV311444

VMK shall pay to CAPA the Total Settlement Amount of \$75,000 in six equal monthly payments at 10% per annum interest of \$12,851.18, (totaling \$77,107.07), with the first payment due on or before April 1, 2018, and each payment due the first of the month through September 2018, as set forth below:

The payment schedule shall be:

<u>Payment #</u>	<u>Due On Or Before</u>	<u>Amount</u>
1	April 1, 2018	\$12,851.18
2	May 1, 2018	\$12,851.18
3	June 1, 2018	\$12,851.18
4	July 1, 2018	\$12,851.18
5	August 1, 2018	\$12,851.18
6	September 1, 2018	\$12,851.18