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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 **NC3 SYSTEMS, INC., doing business as**  
14 **CALIVA**; and **DOES 1-25**, inclusive,

15 Defendants.

Case No. 17CV308869

**[STIPULATED] CONSENT JUDGMENT**

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

16 **1. INTRODUCTION**

17 **1.1** On April 20, 2017, Plaintiff CENTER FOR ADVANCED PUBLIC AWARENESS,  
18 INC. (“CAPA”), a non-profit corporation, in the public interest as a private enforcer, commenced  
19 this action by filing a Complaint for Civil Penalties and Injunctive Relief (the “Complaint”)  
20 pursuant to the provisions of California Health and Safety Code, section 25249.6 *et seq.*  
21 (“Proposition 65”), against NC3 SYSTEMS, INC., doing business as CALIVA (“Defendant,”  
22 “Defendants,” or “CALIVA”) in the Superior Court of the State of California, County of Santa  
23 Clara, Case No. 17CV308869 (“Action”). In this Action, CAPA alleges that CALIVA produced,  
24 processed, marketed, offered to sell, sold, and/or distributed for sale in the State of California  
25 marijuana, including flowers, leaves, stems, and other organic components of marijuana plants  
26 (referred to hereinafter individually as a “Subject Product” or collectively as “Covered Products”),  
27 intended for smoking via combustion and inhalation, the consumption and use of which, as  
28 intended, results in the generation of marijuana smoke. Marijuana smoke is listed pursuant to

1 Proposition 65 as a chemical that is known to the State of California to cause cancer. The intended  
2 and foreseeable consumption and use of the Subject Products allegedly results in exposures to  
3 marijuana smoke. Plaintiff alleges such exposures require a clear and reasonable Proposition 65  
4 warning, but no such warning was given. CALIVA disputes this and other of Plaintiff's allegations.

5 **1.2** CAPA and CALIVA are hereinafter referred to individually as a "Party" or  
6 collectively as the "Parties."

7 **1.3** CAPA is a California non-profit corporation that, among other purposes and causes it  
8 is dedicated to, provides information about the hazards of toxins in consumer products, protects the  
9 public health by preventing pollution and toxics from being discharged, released or emitted into the  
10 environment, and enforces state and federal laws in protection of consumers and the environment.

11 **1.4** For purposes of this Consent Judgment only, the Parties agree that CALIVA is a  
12 business entity that has employed ten or more persons at all times relevant to this action, and  
13 qualifies as a "person in the course of doing business" within the meaning of Proposition 65.  
14 CALIVA distributes and sells the Covered Products.

15 **1.5** The Complaint is based on allegations contained in CAPA's Notice of Violation  
16 dated January 25, 2017, that was served on the California Attorney General, other public enforcers,  
17 and CALIVA ("Notice of Violation" or "NOV"). A true and correct copy of the NOV is attached as  
18 **Exhibit A** and is hereby incorporated by reference. More than 60 days, plus 5 days for mailing,  
19 have passed since the NOV was mailed and uploaded to the Attorney General's website, and no  
20 designated governmental entity has diligently prosecuted this matter, as exemplified by the filing of  
21 the Complaint against CALIVA in regards to the Covered Products or the alleged violations.

22 **1.6** CAPA's NOV and Complaint allege that use of the Covered Products exposes  
23 persons in California to marijuana smoke without first providing clear and reasonable warnings in  
24 violation of California Health and Safety Code, section 25249.6. CALIVA denies all material  
25 allegations contained in the Notice and Complaint.

26 **1.7** The Parties have entered into this Consent Judgment in order to settle, compromise  
27 and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent  
28 Judgment shall constitute or be construed as an admission by any of the Parties, or by any of their

1 respective officers, directors, shareholders, employees, agents, parent companies, or its subsidiaries  
2 or divisions. Except for the representations made above, nothing in this Consent Judgment shall be  
3 construed as an admission by the Parties of any fact, issue of law, or violation of law, nor shall  
4 compliance with this Consent Judgment be construed as an admission by the Parties of any fact,  
5 issue of law, or violation of law, at any time, for any purpose.

6 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice,  
7 waive, or impair any right, remedy, argument, or defense the Parties have in any other or future  
8 legal proceeding unrelated to these proceedings.

9 **1.9** The “Effective Date” of this Consent Judgment is the date on which this Court enters  
10 the Judgment.

## 11 **2. JURISDICTION AND VENUE**

12 **2.1** The Parties stipulate and agree that the Superior Court of California, County of Santa  
13 Clara has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction  
14 over the Parties to this Final Judgment. The Parties further stipulate that venue is proper in Santa  
15 Clara County, and that this court has jurisdiction and authority to enter a full, final, and binding  
16 resolution of all claims up through the Effective Date, which were or could have been brought in  
17 this action based on the allegations contained in the NOV and/or Complaint.

## 18 **3. INJUNCTIVE RELIEF AND WARNINGS**

19 **3.1** Commencing on the Effective Date, pursuant to the provisions of California Health  
20 & Safety Code, section 25249.7, subdivision (a), CALIVA is permanently enjoined to comply with,  
21 and prohibited from violating or threatening to violate 24249.6 *et seq.*, and its implementing  
22 regulations California Code of Regulations, title 27, sections 25601 *et seq.* with respect to alleged  
23 exposures to marijuana smoke from Subject Products.

### 24 **3.2 Clear and Reasonable Warnings**

25 **3.2.1 In-Store or Product Label Warnings.** CALIVA shall either: 1) post in-store  
26 warning signs (“In-Store Warnings”) at two or more of the following locations: (a) at or near each  
27 cash register in the store; (b) at or near each display case in the store; or (c) at or near the entrance  
28 to the store; or 2) affix a warning label to the packaging, labeling, or directly on each Subject


1 Product (“Product Label Warning”) sold in its dispensary or through a delivery service, if any, in  
2 California.

3 In-Store Warnings shall be at least 5 inches by 7 inches, and posted at a height and location  
4 that will make it conspicuous and easy to read for the average person. The text of the warning shall  
5 be printed in black ink, in a font that is easy to read and legible, but which in no case shall be  
6 smaller than size 26-point font.


7 The text of Product Label Warnings shall be printed in black ink, in a font that is easy to  
8 read and legible, in the same type size or larger than the Subject Product’s description text. The  
9 warning shall be securely affixed to (via a label) or printed upon the container, label, or labeling of  
10 each Subject Product. Employees may not write over the text of the warning for any reason.

11 Nothing in this Consent Judgment shall be interpreted to prohibit CALIVA from modifying  
12 the warning text to (a) comply with California Code of Regulations, title 27, sections 25601 *et seq.*,  
13 as it may be amended, (b) reference reproductive or other harms if required by regulatory  
14 amendment, or (c) reference additional chemicals listed pursuant to Proposition 65, without further  
15 approval by the Court. Such modifications may be added at the sole discretion of CALIVA. If  
16 CALIVA provides a warning for reproductive harm, CALIVA may use the bracketed language set  
17 forth below, without further approval by the Court. The warning must be substantially similar to the  
18 following and may also include a warning concerning birth defects or other reproductive harm.


19 Bracketed [ ] language below may be added at the sole discretion of CALIVA:

20  **WARNING:** This product can expose you to chemicals including marijuana  
21 smoke, which are known to the State of California to cause cancer  
22 [and \_\_\_\_\_, which are known to the State of California to cause  
23 birth defects or other reproductive harm]. For more information go  
to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

24 **Or**

25  **WARNING:** Smoking [or consuming] marijuana products can expose you to  
26 chemicals, including marijuana smoke, which are known to the State  
27 of California to cause cancer [, and \_\_\_\_\_, which are known to the  
State of California to cause birth defects or other reproductive  
harm]. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

28 **Or**

1                     **WARNING:** All products that contain cannabis [, whether] in smokable [or  
2 edible] form, [and all products used to consume them], can expose  
3 you to chemicals, including marijuana smoke [or *insert name of*  
4 *other chemical[s]*], which are known to the State of California to  
5 cause cancer [, birth defects or other reproductive harm]. For more  
6 information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

6                    **Or the following short form Product Label Warning:**

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

9                    **3.2.2. Internet Website Warning.** For all Subject Products that are advertised on a  
10 website as offered for sale at CALIVA’s dispensary or available for delivery directly to CALIVA’s  
11 dispensary members, a warning that complies with the content requirements of section 25603,  
12 subdivision (a) and Section 3.2.1 above must also be provided by including either the warning or a  
13 clearly marked hyperlink using the word “WARNING” on the Subject Product display page, or by  
14 otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If a  
15 short-form warning is provided as set forth above, the warning provided on the website may use the  
16 same content as the on-product warning. CALIVA may include supplemental information only as  
17 set forth in California Code of Regulations, title 27, section 25601, subdivision (e).

18                    **4. SETTLEMENT PAYMENT**

19                    **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,  
20 attorney’s fees, and costs, CALIVA shall pay **\$50,000.00** (“Total Settlement Amount”). The Total  
21 Settlement Amount (\$50,000.00) shall be paid within three (3) business days after the Consent  
22 Judgment has been approved and entered by the Court, and all applicable appeal periods have  
23 expired. CALIVA shall make the payment by wire transfer to ATA’s escrow account, for which  
24 ATA will give CALIVA the necessary account information, or other reasonable commercial method  
25 including by cash. The Total Settlement Amount shall be apportioned as follows:

26                    **4.2** **PENALTY AMOUNT \$10,000.00** shall be considered a civil penalty pursuant to  
27 California Health and Safety Code, section 25249.7, subdivision (B)(1). CAPA shall remit 75%  
28 (\$7,500.00) of the civil penalty to the Office of Environmental Health Hazard Assessment

1 (“OEHHA”) for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance  
2 with California Health and Safety Code, section 25249.12, subdivision (c). CAPA will retain the  
3 remaining 25%, or (\$2,500.00) of the civil penalty.

4 **4.3 COSTS \$2825.87** shall be distributed to CAPA as reimbursement to CAPA for  
5 reasonable costs incurred in bringing this action.

6 **4.4 ATTORNEYS FEES AMOUNT \$29,675.13** shall be distributed to Aqua Terra  
7 Aeris Law Group (“ATA”) for legal fees and costs incurred as a result of this matter, including  
8 investigating, bringing this matter to CALIVA’S attention, litigating, and negotiating a settlement in  
9 the public interest.

10 **4.5** In the event that CALIVA fails to remit the Total Settlement Payment owed under  
11 Section 4 of this Consent Judgment on or before the time set forth in Section 4.1, CALIVA shall be  
12 deemed to be in material breach of its obligations under this Consent Judgment. CAPA shall  
13 provide written notice of the delinquency to CALIVA’s counsel via electronic mail. If CALIVA  
14 fails to deliver the Total Settlement Payment within five (5) after the written notice, the Total  
15 Settlement Payment shall become immediately due and payable and shall accrue interest at the  
16 statutory judgment interest rate provided in the Code of Civil Procedure, section 685.010.  
17 Additionally, CALIVA agrees to pay ATA’s reasonable attorney fees and costs for reasonably  
18 necessary efforts to collect the payment due under this Consent Judgment.

19 **4.6 ADDITIONAL SETTLEMENT PAYMENTS \$7,499.00** shall be distributed to  
20 CAPA as an Additional Settlement Payment (“ASP”), pursuant to California Code of Regulations,  
21 title 27, sections 3203, subdivision (d), and 3204. CAPA will utilize the ASP for activities that  
22 address the same public harm as allegedly caused by CALIVA in this matter. These activities are  
23 detailed below and support CAPA’s overarching goal of reducing use, misuse, and exposure to  
24 hazardous and toxic chemicals, fostering and increasing the public awareness of chemicals inherent  
25 in consumer products, facilitating a safe environment for consumers and employees, and  
26 encouraging corporate responsibility. CAPA’s activities have had, and will continue to have, a  
27 direct and primary effect within the State of California because California consumers will be  
28 benefitted by the reduction of exposure to marijuana smoke and increase informed choices made by

1 patients and consumers before exposure by providing clear and reasonable warnings to California  
2 consumers prior to exposure resulting from purchase of the products.

3 CAPA hereby provides the following list of activities CAPA engages in to protect California  
4 consumers through Proposition 65 citizen enforcement, along with a breakdown of how ASP funds  
5 will be utilized to facilitate those activities: (1) ENFORCEMENT (70%-80%): investigating,  
6 obtaining, shipping, analyzing, and/or testing dispensaries or products that may contain  
7 carcinogenic chemicals contained in marijuana smoke and are sold to and expose California  
8 consumers to chemicals listed under Proposition 65; continued monitoring and enforcement of past  
9 consent judgments and settlements to ensure companies are in compliance with their obligations  
10 thereunder, with a specific focus on those judgments and settlements concerning chemicals of  
11 concern (which necessarily includes additional work, investigating, purchasing, processing,  
12 analyzing and/or testing consumer products; litigating matters that result in settlements, judgments,  
13 defaults, bankruptcies, or dismissals); (2) PUBLIC OUTREACH (5%-10%): public outreach  
14 programs including maintaining CAPA’s blog, website, and social media accounts; (3) SPECIAL  
15 PROJECTS (up to 5%): projects including obtaining expert and legal opinions not specific to any  
16 one case that are necessary to the continued private enforcement of Proposition 65; and/or (4)  
17 PRODUCT DATABASE (up to 5%): maintaining a database with all products sold to California  
18 consumers that CAPA has obtained which could cause an exposure to marijuana smoke or other  
19 toxic, carcinogenic or reproductive harms. CAPA will maintain adequate records to document that  
20 the funds paid as an ASP are spent on the activities described herein. CAPA shall provide the  
21 Attorney General, within thirty days of any request, copies of documentation demonstrating how  
22 such funds have been spent.

23 **4.7** CALIVA shall issue separate 1099 forms for each of its payments under this Consent  
24 Judgment to the persons identified below:

- 25 (a) “Center for Advanced Public Awareness, Inc.,” whose address and tax identification  
26 number shall be furnished after this Consent Judgment has been fully executed by  
27 the Parties.
- 28 (b) “Aqua Terra Aeris Law Group,” for attorneys’ fees and costs reimbursed pursuant to

1 Section 4.4.

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

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 the public  
7 interest, and CALIVA, and its past, present and future parents, subsidiaries, directors, officers,  
8 employees, attorneys, predecessors in interest, successors in interest, assignees, and for those  
9 affiliated entities under common ownership who were disclosed prior to the full execution of this  
10 Consent Judgment by the Parties (collectively, "Releasees"). CAPA, acting in the public interest,  
11 hereby fully and finally releases the Releasees from any and all claims for violations of Proposition  
12 65, that were or could have been asserted, up through the Effective Date based on unwarned  
13 exposures to Marijuana Smoke from the Covered Products, including without limitation as set forth  
14 in the Notice(s) of Violation. Compliance with the terms of this Consent Judgment constitutes  
15 compliance with Proposition 65 with respect to exposures to marijuana smoke from the Products  
16 sold by or through CALIVA after the Effective Date.

17 **5.2 CAPA's Individual Release of Claims.** CAPA, on its own behalf and on behalf  
18 of its past, present and future, parents, subsidiaries, directors, officers, employees, attorneys, agents,  
19 representatives, predecessors in interest, successors in interest, and assignees hereby fully and  
20 finally releases the Releasees from any and all causes of action, obligations, costs, expenses,  
21 attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind,  
22 whether known or unknown, suspected or unsuspected, accrued or unaccrued, arising out of alleged  
23 or actual exposures to marijuana or cannabis smoke or (b) the use or consumption of the Covered  
24 Products, and/or (c) the failure to adequately notify or warn regarding Proposition 65-associated  
25 risks with any of the foregoing from the beginning of time through the Effective Date.

26 **5.3 CALIVA'S Release of CAPA.** CALIVA, on its own behalf and on behalf of its past,  
27 present and future, parents, subsidiaries, directors, officers, employees, attorneys, agents,  
28 representatives, predecessors in interest, successors in interest, and assignees hereby fully and



1 finally releases CAPA and its attorneys and other representatives, whether in the course of  
2 investigating claims or otherwise seeking to enforce Proposition 65 from any and all causes of  
3 action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands  
4 of any nature, character or kind, whether known or unknown, suspected or unsuspected, accrued or  
5 unaccrued, arising out of this matter

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

13 California Civil Code, section 1542 reads as follows:

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

17 CAPA and CALIVA each acknowledge and understand the significance and consequences  
18 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 year  
22 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 not  
26 be adversely affected.

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

28 The terms of this Consent Judgment shall be governed by the laws of the state of California

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

19 **9. NOTICES**

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

24 For CALIVA:

25 NC3 Systems, Inc., d.b.a. Caliva  
26 Attn: Royce Suba  
27 214 Dupont Street, Second Floor  
28 San Jose, CA 95126

1 With a copy to:  
2 Friedman Stroffe & Gerard  
3 c/o James D. Stroffe  
4 19800 MacArthur Blvd., Suite 1100  
5 Irvine, CA 92612

6 For CAPA:

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

11 With a copy to:  
12 Aqua Terra Aeris Law Group  
13 c/o Matthew Maclear  
14 490 43rd Street  
15 Oakland, CA 94609  
16 mcm@atalawgroup.com

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

23 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

27 **11. POST EXECUTION ACTIVITIES**

28 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 CALIVA agree to  
mutually employ their best efforts, and that of their counsel, to support the entry of this agreement

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

6 **12. MODIFICATION**

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

10 **13. AUTHORIZATION**

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

14 **14. DRAFTING**

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

19 **15. ENFORCEMENT**

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

25 CAPA may, by motion or order to show cause before this Court, seek to enforce the terms  
26 and conditions contained in this Consent Judgment. CAPA may seek whatever penalties/fines,  
27 costs, fees or other remedies are provided for in the Consent Judgment or allowed by law for failure  
28 to comply with the Consent Judgment. To the extent that the alleged failure to comply with the

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

5 **16. ENTIRE AGREEMENT**

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

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

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

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

23  
24 **IT IS SO STIPULATED.**

25 Date: 6/22/2018

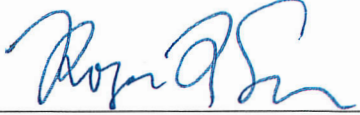
CENTER FOR ADVANCED PUBLIC  
AWARENESS, INC.

27 By:   
28 Clifford Brechner

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Date: 6/22/2018


NC3 SYSTEMS, INC., d.b.a. CALIVA

By:   
Name: Royce Suba  
Title: General Counsel

**APPROVED AS TO FORM:**

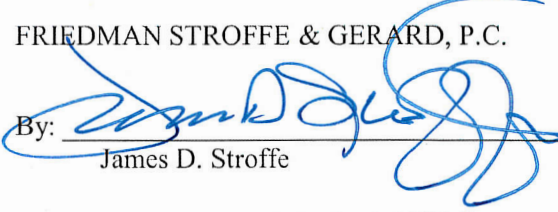
Date: 6/22/2018

AQUA TERRA AERIS LAW GROUP, LLP

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

Date: 6/22/18

FRIEDMAN STROFFE & GERARD, P.C.

By:   
James D. Stroffe  
Attorneys for Defendants NC3 Systems,  
Inc., d.b.a Caliva

**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