

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

5 **Attorneys for Plaintiff**

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

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8
9 COUNTY OF SAN FRANCISCO

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

13 vs.

14 **MED THRIVE COOPERATIVE, INC.**,
15 **d.b.a MEDITHRIVE**, a California
corporation; and **DOES 1-25**, inclusive,
16 Defendants.

No. CGC-17-557916

[STIPULATED] CONSENT JUDGMENT

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

17
18 **1. INTRODUCTION**

19 **1.1** On April 3, 2017, Plaintiff, Center for Advanced Public Awareness, Inc. ("CAPA"), a
20 non-profit corporation, in the public interest as a private enforcer, commenced this action by filing a
21 Complaint for Permanent Injunction, Civil Penalties and Other Relief (the "Complaint") pursuant to
22 the provisions of California Health and Safety Code, section 25249.5 *et seq.* ("Proposition 65"),
23 against Defendant Med Thrive Cooperative, Inc., d.b.a Medithrive ("Medithrive") in San Francisco
24 County Superior Court Case CGC-17-557916 ("Action"). In the Action, CAPA alleges that
25 Medithrive produced, processed, marketed, offered to sell, sold, and/or distributed for sale in the State
26 of California marijuana intended for smoking, the consumption and use of which results in the
27 generation of marijuana smoke, without first providing the clear and reasonable exposure warning

28 

CASE NO. CGC-17-557916

CAPA V. MED THRIVE COOPERATIVE, INC.
CONSENT JUDGMENT

1 required by Proposition 65. Medithrive denies all of such allegations. Marijuana smoke is listed
2 pursuant to Proposition 65 as a chemical that is known to the State of California to cause cancer.
3 These products, including flowers, leaves, stems, and other organic parts of marijuana plants (referred
4 to hereinafter individually as a "Subject Product" or collectively as "Covered Products") are cannabis
5 or marijuana intended for combustion via smoking and inhalation. CAPA alleges that the intended
6 and foreseeable consumption and use (inhalation) of the Subject Products that are produced,
7 processed, marketed, distributed, offered for sale and/or sold by Medithrive in California allegedly
8 results in exposures to marijuana smoke. Medithrive denies all of said allegations. Plaintiff alleges
9 such exposures require a clear and reasonable Proposition 65 warning, but no such warning was given.
10 Medithrive disputes this and all other of Plaintiff's allegations. Medithrive alleges that during all
11 times relevant to the allegations made by CAPA in the Action, Medithrive either was exempt from
12 complying with the provisions of Proposition 65 or fully complied with its provisions. Medithrive
13 alleges that it is a business entity that has employed less than ten persons at all times during the
14 relevant time period alleged by CAPA in the Action and therefore does not qualify as a "person in
15 the course of doing business" within the meaning of Proposition 65. CAPA contests this allegation
16 and CAPA disputes Medithrive's claim of exemption.

17 1.2 CAPA and Medithrive are hereinafter referred to individually as a "Party" or
18 collectively as the "Parties."

19 1.3 CAPA alleges that it is a California non-profit corporation that, among other purposes
20 and causes it is dedicated to, provides information about the hazards of toxins in consumer products,
21 protects the public health by preventing pollution and toxics from being discharged, released or
22 emitted into the environment, and enforces state and federal laws in protection of consumers and the
23 environment. Medithrive denies all of said allegations.

24 1.4 Medithrive alleges that it is a California non-profit corporation that, among other
25 purposes and causes it is dedicated to, provides medical cannabis to ill Californians pursuant to the
26 laws of the State of California and the laws of the City of San Francisco. Medithrive is a collective
27 and only provides products to its registered patient members.

28 

1 1.5 The Complaint is based on allegations contained in CAPA's Notice of Violation, dated
2 January 11, 2017, that Plaintiff alleges was served on the California Attorney General, other public
3 enforcers, and Medithrive ("Notice of Violation" or "NOV"). CAPA alleges that more than 60 days,
4 plus five (5) days for mailing, have passed since the NOV was mailed and uploaded to the Attorney
5 General's website, and alleges that no designated governmental entity has diligently prosecuted this
6 matter, as exemplified by the filing of the Complaint against Medithrive with regard to the Subject
7 Products or the alleged violations. Medithrive disputes all of said allegations.

8 1.6 CAPA's NOV and Complaint allege that use of the Subject Products exposes persons
9 in California to marijuana smoke without first providing clear and reasonable warnings in violation
10 of California Health and Safety Code, section 25249.6. Medithrive denies all material allegations
11 contained in the Notice and in the Complaint.

12 1.7 The Parties have entered into this Consent Judgment in order to settle, compromise
13 and resolve the disputed claims which are the subject of the Action, and thus avoid prolonged and
14 costly litigation. Nothing in this Consent Judgment shall constitute or be construed as an admission
15 by any of the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
16 parent companies, or its subsidiaries or divisions. Except for the representations made above, nothing
17 in this Consent Judgment shall be construed as an admission by the Parties of any fact, issue of law,
18 or violation of law, nor shall compliance with this Consent Judgment be construed as an admission
19 by the Parties of any fact, issue of law, or violation of law, at any time, for any purpose.

20 1.8 Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice,
21 waive, or impair any right, remedy, argument, or defense the Parties have in any other or future legal
22 proceeding unrelated to these proceedings or the Action.

23 1.9 The "Effective Date" of this Consent Judgment is the date on which this Court
24 approves and enters the Consent Judgment

25 ///
26 ///

27 **2. JURISDICTION AND VENUE**

28 

1 2.1 The Parties stipulate and agree that the Superior Court of California, County of San
2 Francisco has subject matter jurisdiction over the matters alleged in this action and personal
3 jurisdiction over the Parties to this Consent Judgment. The Parties further stipulate that venue is
4 proper in San Francisco County, and that this Court has jurisdiction and authority to enter a full, final
5 and binding resolution of all claims, which were or could have been brought in this action based on
6 the allegations contained in the NOV and/or Complaint.

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

8 3.1 Commencing on the Effective Date, pursuant to the provisions of California Health &
9 Safety Code, section 25249.7, subdivision (a), Medithrive is enjoined and prohibited from
10 violating its implementing regulations, California Code of Regulations, title 27, sections 25601 *et*
11 *seq.* with respect to alleged exposures to marijuana smoke from the Subject Products to the extent
12 Medithrive is legally required to comply and in the same manner as described hereinafter. By
13 proceeding in the manner described below with respect to "Clear and Reasonable Warnings",
14 Medithrive has (prior to the date the Parties executed this proposed Consent judgment) and will
15 continue to comply with its obligations under California Code of Regulations, title 27, sections
16 25601 *et seq.* with respect to alleged exposures to marijuana smoke from the Subject Products.

17
18 3.2 Clear and Reasonable Warnings

19 3.2.1 **In-Store or Product Label Warnings.** Medithrive shall either 1) post in-store
20 warning signs ("In-Store Warnings") or 2) affix a warning label to the packaging, labeling, or directly
21 on each Subject Product ("Product Label Warning") sold in its dispensary or through a delivery
22 service, if any, in California.

23 In-Store Warnings shall be provided at two or more of the following locations: a) at or near
24 each cash register in the store; b) at or near each display case in the store; or c) at or near the entrance
25 to the store. The warnings shall be at least 8 inches by 10 inches, and posted at a height and location
26 that will make it conspicuous and easy to read for the average person. The text of the warning shall
27

28 

1 be printed in black ink, in a font that is easy to read and legible, but in no case shall be smaller than
2 size 34 font.

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

7 CAPA has been informed and has confirmed that Medithrive has placed throughout its store
8 and posted the required "In-Store Warnings" in compliance with this Consent Judgment and that such
9 actions constitute full and complete satisfaction of the relevant provisions of this Consent Judgment.

10 Nothing in this Consent Judgment shall be interpreted to prohibit Medithrive from modifying
11 the warning text to also reference reproductive harm in compliance with California Code of
12 Regulations, title 27, sections 25601 *et seq.*, as may be amended. If Medithrive provides a warning
13 for reproductive harm, Medithrive may use the bracketed language set forth below, without further
14 approval by the Court. The warning must be substantially similar to the following and may also
15 include a warning concerning birth defects or other reproductive harm (bracketed [] language below
16 may be added at the sole discretion of Medithrive).

17
18 **WARNING:** These products contain chemicals, including Marijuana Smoke,
19 known to the State of California to cause cancer[, birth defects, or
20 other reproductive harm.]

21 or

22 **⚠ WARNING:** Smoking [or consuming] marijuana products can expose you to
23 chemicals including marijuana smoke, which is known to the State
24 of California to cause cancer, [and _____, which is known to the
25 State of California to cause birth defects or other reproductive
26 harm]. For more information go to www.P65Warnings.ca.gov.

27 Or the following short form warning as follows:

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

SP

1 **3.2.2 Internet Website Warning.** For all Subject Products that are advertised on a
2 website as offered for sale at Medithrive's dispensary or available for delivery directly to Medithrive's
3 dispensary members, a warning that complies with the content requirements of Section 25603(a) and
4 Section 3.2.1 above for Product Warnings must also be provided by including either the warning or a
5 clearly marked hyperlink using the word "WARNING" on the Subject Product display page, or by
6 otherwise prominently displaying the warning to the purchaser prior to completing the purchase in
7 the same manner as Product Warnings. If a short-form warning is provided as set forth above, the
8 warning provided on the website may use the same content and font as the Product Warning.
9 Medithrive may include supplemental information only as set forth in California Code of Regulations,
10 title 27, Section 25601(e). Medithrive has (prior to the date the Parties executed this proposed
11 Consent Judgment) and will continue to conspicuously provide the substance of the Warning Sign in
12 its website and CAPA has confirmed that such Warning Sign place in the website constitutes full
13 compliance with the provisions herein.

14 **3.2.3 Membership Warning.** The Warning shall be printed in black ink, in a font
15 that is no smaller than the type on the rest of the page, and separated from surrounding text.
16 Medithrive has (prior to the date the Parties executed this proposed Consent Judgment) and will
17 continue to provide one or more of the Warnings in Section 3.2.1 in the materials provided to all
18 members who sign a Membership Agreement which constitutes full compliance with the provisions
19 herein.

20 **3.2.4 Warnings for Deliveries.** In the event Medithrive engages in sales of the
21 Covered Products that are purchased via orders placed remotely (i.e. via telephonic communications
22 or the internet), to be delivered to the purchaser from Medithrive's dispensary, Medithrive has (prior
23 to the date the Parties executed this proposed Consent Judgment) and will continue to provide a
24 Warning, in conformance with warnings provided for in Section 3.2.1, inside the product shopping
25 bag. The specified warnings shown below, on a sheet of paper that is at least three inches by five
26 inches (3" x 5") and which is placed inside the product shopping bag. In each case, the Warning shall
27

28 

1 be provided as shown above, in conformance with the warnings provided for in Section 3.2.1, with
2 the Warning text printed in black ink, in a font that is easy to read and legible, in a font size of at least
3 12, and set off from all other text. Medithrive has (prior to the date the Parties executed this proposed
4 Consent Judgment) and will continue to provide one or more of the Warnings in Section 3.2.1 inside
5 the Product delivery bag as required in the foregoing provisions which constitutes full compliance
6 with the provisions herein.

7
8 **4. SETTLEMENT PAYMENT**

9 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
10 attorney's fees, and costs, Medithrive shall pay CAPA the total sum of \$25,000.00 ("Total Settlement
11 Payment") in the manner described hereinafter. The first instalment, being \$10,000.00 of the Total
12 Settlement Amount, shall be paid within five (5) business days after Notice of Entry of Judgment is
13 hand delivered to Medithrive or within ten (10) days after Notice of Entry of Judgment is otherwise
14 delivered to Medithrive pursuant to the provisions herein. Twelve further equal instalments of \$1,250
15 (hereinafter "Periodic Installments") each shall be paid on the 5th day of each month commencing on
16 the second month after Notice of Entry of Judgment is served on Medithrive pursuant to the provisions
17 herein. Medithrive shall make each payment by wire transfer to ATA's escrow account, for which
18 ATA will give Medithrive the necessary account information, or other reasonable commercial method
19 including by cash. The Total Settlement Amount shall be apportioned at the sole discretion of CAPA
20 as follows:

21 **4.2 PENALTY AMOUNT \$7,500.00** shall be considered by CAPA to be a civil penalty
22 pursuant to California Health and Safety Code section 25249.7, subdivision (B)(1). CAPA shall remit
23 75% (\$5,625.00) of the total civil penalty to the Office of Environmental Health Hazard Assessment
24 ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with
25 California Health and Safety Code, section 25249.12, subdivision (c). CAPA will retain the
26 remaining 25% (\$1,875.00) of the civil penalty.

28 

1 **4.3 COSTS \$1,812.95** shall be distributed to CAPA as reimbursement for reasonable costs
2 incurred in bringing this action.

3 **4.4 ATTORNEYS FEES AMOUNT, \$11,938.05** shall be distributed to Aqua Terra
4 Aeris Law Group ("ATA") for legal fees and costs incurred as a result of this matter, including
5 investigating, bringing this matter to Medithrive's attention, litigating, and negotiating a settlement
6 in the public interest.

7 **4.5** In the event that Medithrive fails to timely remit the Total Settlement Payment owed
8 under Section 4 of this Consent Judgment or any of the Periodic Installments as provided for in
9 Section 4.1 herein, Medithrive shall be deemed to be in material breach of its obligations under this
10 Consent Judgment. CAPA shall provide notice of the default to Medithrive as provided for herein in
11 which it shall state the amount of payment not timely made by Medithrive. If Medithrive fails to cure
12 any such default within five (5) business days after receipt of the written notice of default, the Total
13 Settlement Payment shall become immediately due and payable and shall accrue interest at the
14 statutory judgment interest rate provided in the Code of Civil Procedure, section 685.010 as of the
15 date of the notice of delinquency.

16 **4.6** In the event that any legal action is necessary to enforce or interpret the provisions of
17 this Consent Judgment, the prevailing party of such legal action shall be entitled to a recovery of
18 reasonable attorneys' fees and costs.

19 **4.7 ADDITIONAL SETTLEMENT PAYMENTS, \$3,749.00** 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 Medithrive in this matter. CAPA alleges that
23 these activities are detailed below and support CAPA's overarching goal of reducing use, misuse, and
24 exposure to hazardous and toxic chemicals, fostering and increasing the public awareness of
25 chemicals inherent in consumer products, facilitating a safe environment for consumers and
26 employees, and encouraging corporate responsibility. CAPA alleges that it's activities have had, and
27 will continue to have, a direct and primary effect within the State of California because California
28

58

1 consumers will be benefitted by the reduction of exposure to marijuana smoke and increase informed
2 choices made by patients and consumers before exposure by providing clear and reasonable warnings
3 to California consumers prior to exposure resulting from purchase of the products.

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

23 4.8 Medithrive shall issue separate 1099 forms for each of its payments under this Consent
24 Judgment to the persons identified below. The issuance of said 1099 forms are conditioned upon
25 CAPA and its attorneys timely providing to Medithrive their respective addresses and tax
26 identification numbers required for such timely issuance:

27
28



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

4 (b) "Aqua Terra Aeris Law Group," whose address and tax identification number
5 shall be furnished by for attorneys' fees and costs reimbursed pursuant to Section
6 4.4.

7
8 **5. CLAIMS COVERED AND RELEASED**

9 **5.1 Plaintiff's Public Binding Release of Proposition 65 Claims.** This Consent
10 Judgment is a full, final, and binding agreement and resolution of all claims and disputes between
11 CAPA, acting on behalf of itself and in the public interest, on the one hand, and Medithrive, and its
12 parents, subsidiaries, directors, officers, employees, attorneys, managers and managing company's,
13 all agents acting on its behalf, and for those affiliated entities under common ownership (all
14 collectively, "Releasees"), on the other hand, related to any violation of Proposition 65 that was or
15 could have been asserted in the Action by CAPA, on behalf of itself and in the public interest, against
16 Releasees for alleged unwarned exposures to marijuana smoke, and for claims based on the NOV
17 and/or the Complaint relating to the Subject Products allegedly produced, processed, marketed,
18 offered for sale, sold or distributed for sale in California by Medithrive prior to the Effective Date.
19 CAPA acknowledges and agrees that compliance with the terms of this Consent Judgment constitutes
20 full compliance with Proposition 65 with respect to the claims asserted in the NOV and the Action
21 pertaining to alleged exposures to marijuana smoke from the Subject Products which may be sold by
22 or through Medithrive after the Effective Date. This release acts to bar any further actions against
23 Medithrive based upon those claims alleged CAPA or which could have been alleged in the Action
24 by CAPA on behalf of itself and in the public interest.

25 **5.2 CAPA's Individual Release of Claims.** CAPA, on its own behalf, hereby releases
26 each of the Releasees from any and all actions, causes of action, obligations, costs, expenses,
27 attorneys' fees, damages, losses, claims, liabilities and demands of CAPA of any nature, character
28

SAP

1 or kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual
2 exposures to marijuana smoke, and claims that were or could have been asserted in the Action
3 and based on the NOV and/or the Complaint relating to the Subject Products allegedly grown,
4 cultivated, processed, sold or distributed for sale by Medithrive in California before the Effective
5 Date.

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

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

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

26
27 CAPA and Medithrive each acknowledge and understand the significance and consequences
28 of this specific waiver of California Civil Code, section 1542.



1 **6. COURT APPROVAL**

2 This Consent Judgment has no force or effect until it is approved and entered by the Court in
3 the Action and shall be null and void and may not be utilized by any of the Parties herein for any
4 purpose whatsoever if, for any reason, CAPA fails to prepare and file the necessary motion in the
5 Action to approve this Consent Judgment and schedule it for an initial hearing date within 60 days
6 after it has been fully executed by all Parties or if for any other reason it is not approved and entered
7 by the Court in the Action within 9 months after it has been fully executed by all Parties.

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

9 The terms of this Consent Judgment shall be governed by the laws of the State of California
10 and shall only apply within the State of California. Pursuant to Code of Civil Procedure section 664.6,
11 the Court retains jurisdiction over this matter and terms of the Consent Judgment contained herein.
12 In the event Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law
13 generally, or as to the Subject Products, then Medithrive may provide written notice to CAPA of any
14 asserted change in the law, and have no further obligations pursuant to this Consent Judgment, with
15 respect to, and to the extent that, the Subject Products are so affected. If OEHHA or other
16 governmental body with authority promulgates new regulations setting forth warning text and/or
17 methods of transmission required or permitted to be used under Proposition 65 for exposures to
18 marijuana smoke in the Subject Products as defined herein, then at its sole discretion Medithrive may
19 use such other new warning text and/or method of transmission, without being in breach of this
20 Consent Judgment, provided that Medithrive sends written notice of this decision and includes the
21 content and means of transmission of the warning to CAPA sixty (60) days in advance of
22 implementing any such changes.

23 **8. NOTICES**

24 Unless specified herein, all correspondence and notices required to be provided pursuant to
25 this Consent Judgment shall be in writing and sent by the following methods, with additional copy to
26 counsel via electronic mail: (i) personal delivery; (ii) first-class mail, registered or certified, with
27

28 

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

3 **For Medithrive:**

4 Med Thrive Cooperative, Inc.
5 1933 Mission Street
6 San Francisco, CA 94103

7 With a copy to:
8 Weill & Mazer, a Professional Corporation
9 c/o Marc S. Mazer
90 New Montgomery Street, Suite 1400
San Francisco, CA 94105
mazer@weillmazer.com

10 **For CAPA:**

11 Executive Director
12 Center for Advanced Public Awareness, Inc.
13 180 Promenade Cir.
14 Sacramento, CA 95834

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

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

24 **9. 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, when
27 taken together, shall constitute one and the same document.

28 

1 **10. POST EXECUTION ACTIVITIES**

2 CAPA agrees to comply with the reporting form requirements referenced in Health & Safety
3 Code, section 25249.7, subdivision (f). The Parties further acknowledge that, pursuant to Health &
4 Safety Code, section 25249.7, subdivision (f), a noticed motion is required to obtain judicial approval
5 of the settlement. Subject to the deadlines provided for herein, in furtherance of obtaining such
6 approval, CAPA will employ its best efforts, and that of its counsel, to prepare and present the
7 necessary motion to seek Court approval and entry of this agreement as a Consent Judgment.
8 Medithrive will not in any manner impede, oppose or interfere with such efforts. If the Attorney
9 General objects to any term in this Consent Judgment, CAPA and its legal counsel shall use its best
10 individual and collective efforts to resolve the concern in a timely manner, and if possible in advance
11 of the hearing on the motion to approve settlement. If the Court does not approve of the Stipulated
12 Consent Judgment, it shall be void or voided and have no force or effect and may not be utilized by
13 any party hereto for any purpose whatsoever.

14 **11. MODIFICATION**

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

18 **12. AUTHORIZATION**

19 The undersigned each warrants and represents that he is authorized to execute this Consent
20 Judgment on behalf of their respective principal Parties and have read, understood and agree to all of
21 the terms and conditions of this Consent Judgment.

22 **13. DRAFTING**

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

27
28 

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

14. ENFORCEMENT

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

Thereafter, either Party may by any legal means necessary, including pursuant to Code of Civil Procedure section 664.6, to seek to enforce the terms and conditions contained in this Consent Judgment and seek whatever remedies that allowed by law.

15. ENTIRE AGREEMENT

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

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

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

- (1) Find the terms and provisions of this Consent Judgment represent a fair and equitable settlement of all claims and disputes which are or which could have been the subject of the NOV and/or the Complaint in the Action, that the matter has been diligently prosecuted and that the public interest is served by such settlement; and



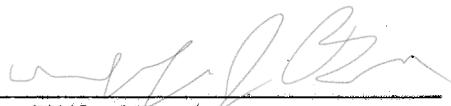
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(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.

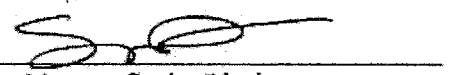
CENTER FOR ADVANCED PUBLIC AWARENESS, INC.

DATED: 10/29/17

BY: 
Clifford Brechner
Executive Director

MED THRIVE COOPERATIVE, INC., d.b.a
MEDITHRIVE

DATED: 10/20/17

BY: 
Name: Sasha Plotitsa
Title: Secretary

1 APPROVED AS TO FORM ONLY;

2 AQUA TERRA AERIS LAW GROUP, LLP

3
4 DATED: _____

BY: _____

5 Matthew Maclear
6 Attorney for Plaintiff, Center for
Advanced Public Awareness, Inc.

7 WEILL & MAZER

8 A Professional Corporation

9 DATED: 10/20/17

BY: _____

10 Marc S. Mazer
11 Attorneys for Medithrive, Med Thrive
12 Cooperative, Inc., d.b.a. Medithrive

13 **ORDER AND JUDGMENT**

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

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

17
18 Date: _____

19 Judge of the Superior Court
20 County of San Francisco

21
22
23
24
25
26
27
28 