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6

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 COUNTY OF SOLANO

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

11 Plaintiff,

12 vs.

13  
14 **VALLEJO HOLISTIC HEALTH**  
15 **CENTER, INC.**, a California  
corporation, and **DOES 1-25**, inclusive,

16 Defendant.  
17

**CASE NO.: FCS048722**

**STIPULATED CONSENT JUDGMENT  
AND SETTLEMENT**

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

18 **1. INTRODUCTION**

19 **1.1** On April 17, 2017, Plaintiff CENTER FOR ADVANCED PUBLIC AWARENESS,  
20 INC. (“CAPA”), a non-profit corporation, in the public interest as a private enforcer, commenced  
21 this action by filing a Complaint for Permanent Injunction, Civil Penalties and Other Relief (the  
22 “Complaint”) pursuant to the provisions of California Health and Safety Code, section 25249.5 *et*  
23 *seq.* (“Proposition 65”), against VALLEJO HOLISTIC HEALTH CENTER, INC. (“VALLEJO  
24 HOLISTIC”). In this action, CAPA alleges that VALLEJO HOLISTIC produces, processes,  
25 markets, offers to sell, sells, and/or distributes for sale in the State of California marijuana intended  
26 for, among other things, smoking, the consumption and use of which results in the generation of  
27 marijuana smoke, without first providing the clear and reasonable exposure warning required by  
28 Proposition 65. Marijuana smoke is listed pursuant to Proposition 65 as a chemical that is known to

1 the State of California to cause cancer. These products, specifically, flowers, leaves, stems, and  
2 other parts of marijuana plants that are grown, produced, processed, marketed, distributed, offered  
3 for sale and/or sold by VALLEJO HOLISTIC (referred to hereinafter individually as a “Subject  
4 Product” or collectively as “Subject Products”) are cannabis or marijuana intended for, among other  
5 things, combustion via smoking and then inhalation. The intended and foreseeable consumption  
6 and use (inhalation) of the Subject Products allegedly results in exposures to marijuana smoke,

7 **1.2** CAPA and VALLEJO HOLISTIC are hereinafter referred to individually as a  
8 “Party” or collectively as the “Parties.”

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

13 **1.4** For purposes of this Consent Judgment, the Parties agree that VALLEJO HOLISTIC  
14 is a non-profit corporation that has employed ten or more persons at all times relevant to this action  
15 and qualifies as a “person in the course of doing business” within the meaning of Proposition 65 and  
16 that VALLEJO HOLISTIC distributes and sells the Subject Products.

17 **1.5** The Complaint is based on allegations contained in CAPA’s Notice of Violation  
18 dated February 8, 2017, served on the California Attorney General, public prosecutor(s), and  
19 VALLEJO HOLISTIC (“Notice of Violation” or “NOV”). More than 60 days, plus 5 days for  
20 mailing, have passed since the NOV was mailed and e-mailed to the public prosecutor(s) identified  
21 in the NOV and since the NOV was uploaded to the Attorney General’s website, and no designated  
22 governmental entity has diligently prosecuted this matter, as exemplified by the filing of the  
23 Complaint against VALLEJO HOLISTIC with regard to the Subject Products or the alleged  
24 violations.

25 **1.6** CAPA’s NOV and Complaint allege that use of the Subject Products exposes  
26 persons in California to marijuana smoke and that VALLEJO HOLISTIC has distributed and sold  
27 the Subject Products without first providing clear and reasonable warnings in violation of California  
28

1 Health and Safety Code, section 25249.6. VALLEJO HOLISTIC denies all material allegations  
2 contained in the NOV, Complaint or made herein.

3 **1.7** The Parties have entered into this Consent Judgment in order to settle, compromise  
4 and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent  
5 Judgment, its constituent provisions, and/or any and all drafts, communications and/or discussions  
6 related thereto between the Parties shall constitute, be construed as, or be deemed to be a concession  
7 of, evidence of, or an admission by VALLEJO HOLLISTIC or any of its officers, directors,  
8 shareholders, employees, agents, parent companies, members or its subsidiaries or divisions; nor be  
9 offered or received into evidence in this or any other proceeding as a concession, evidence, or an  
10 admission of; nor otherwise be construed as an admission by the Parties of any fact, issue of law,  
11 violation of law, or any other wrongdoing, whether alleged in the Complaint, the NOV or  
12 otherwise; nor shall compliance with this Consent Judgment be construed as an admission by the  
13 Parties of any fact, issue of law, violation of law, or other wrongdoing at any time, for any purpose.

14 **1.8** Except as expressly set forth herein, this Consent Judgment shall not prejudice,  
15 waive, or impair any right, remedy, argument, or defense the Parties have in any other or future  
16 legal proceeding unrelated to these proceedings.

17 **1.9** The “Effective Date” of this Consent Judgment is the date on which this Court enters  
18 the Judgment.

## 19 **2. JURISDICTION AND VENUE**

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

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

27 **3.1** Pursuant to the provisions of California Health & Safety Code, section 25249.7, subdivision  
28 (a), Defendant shall not distribute a Subject Products without providing the Clear and Reasonable

1 Warnings set forth under Section 3.2, which the Court finds comply with Proposition 65 and its  
2 implementing regulations; notwithstanding the foregoing, nothing herein shall prohibit Defendant  
3 from providing such further or other Proposition 65 warnings as it deems necessary, provided such  
4 warnings are consistent with California Code of Regulations, title 27, section 25601 *et seq.*, as may  
5 be amended.

6 **3.2 Clear and Reasonable Warnings**

7 VALLEJO HOLISTIC shall give warnings by product labeling as provided in paragraph  
8 3.2.1, below or by giving the warning provided in paragraphs 3.2.2 through 3.2.6, inclusive, as  
9 applicable.

10 **3.2.1 Product Labeling.** VALLEJO HOLISTIC shall affix a warning to the

11 packaging or labeling for the Subject Product(s) sold in California by VALLEJO HOLISTIC. The  
12 text of the warning shall be printed in black ink, in a font that is easy to read and legible, in the  
13 same type size or larger than the Subject Product’s description text. The warning shall be securely  
14 affixed to or printed upon the container, packaging provided prior to purchase, label, or labeling of  
15 each Subject Product distributed. Employees may not write over the text of the warning for any  
16 reason. The warning must be substantially similar to the following and may also include a warning  
17 concerning birth defects or other reproductive harm (bracketed [ ] language below may be added at  
18 the sole discretion of Defendant):

19 **WARNING: Marijuana Smoke contains chemicals known to the State of**  
20 **California to cause cancer [and birth defects or other**  
**reproductive harm].**

21 **or**

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

25 **or**

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

27 If a label warning is not utilized at VALLEJO HOLISTIC’S sole discretion, then the following  
28 combination of warnings must instead be utilized:



1 **may cause birth defects or other reproductive harm].**  
2 **For more information, go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).**

3 **or**

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

5 In each case, the Warning shall be provided as shown above, with the Warning text  
6 printed in black ink, in a font that is easy to read and legible, in a font size that is the same size of  
7 any other accompanying warning prior to the finalization of purchase and delivery.

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

15 **WARNING:** **Use of cannabis products sold or distributed here can**  
16 **expose you to Marijuana Smoke, a chemical known to the**  
17 **State of California to cause cancer [and other chemicals**  
18 **that may cause birth defects or other reproductive harm].**

19 **or**

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

26 **or**

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

28 **3.2.5 In-Store Warnings.** In-Store Warnings shall be provided at two or more of  
the following locations: (a) at or near the location of the cash registers in the store; (b) at or near  
each large display case in the store; or (c) at or near the entrance to the store. The warning sign  
should be at least 8 ½ inches by 11 inches and posted at a height that will make it conspicuous and

1 easy to read for the average person. The text of the warning shall be printed in black ink, in a font  
2 that is easy to read and legible, but in no case less than a size 32 Font.

3 **WARNING: Marijuana smoke contains chemicals known to the State of**  
4 **California to cause cancer.**

5 **or**

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

11 **or**

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

13 **3.2.6 Membership Agreement.** Defendant shall provide a warning in its  
14 Membership Agreement which includes a warning as specified in Section 3.2.1. This Warning shall  
15 be printed in black ink, in a font that is no smaller than the type on the rest of the page and separated  
16 from surrounding text.

#### 17 **4. SETTLEMENT PAYMENT**

18 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,  
19 attorney's fees, and costs, VALLEJO HOLISTIC shall make a total payment of **\$37,500.00** ("Total  
20 Settlement Amount"). The Total Settlement Amount shall be paid and due in three separate  
21 payments. The first payment of **\$12,500.00** shall be paid and due five (5) days after the Effective  
22 Date. The second payment of **\$12,500.00** shall be paid and due thirty (30) days after the first  
23 payment is made. The third payment of **\$12,500.00** shall be paid and due thirty (30) days after the  
24 second payment is made. The Total Settlement Amount shall be apportioned as follows:

25 **4.2** **\$8,000.00** shall be considered a civil penalty pursuant to California Health and  
26 Safety Code section 25249.7, subdivision (B)(1). CAPA shall remit 75% or **\$6,000.00** of the civil  
27 penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the  
28 Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety  
Code, section 25249.12, subdivision (c). CAPA will retain the remaining 25%, or **\$2,000.00** of the  
civil penalty.

1           **4.3     \$2,225.20** shall be distributed to CAPA as reimbursement for reasonable costs  
2 incurred in bringing this action.

3           **4.4     \$21,500.00** 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 VALLEJO HOLISTIC’ attention in the NOV, litigating and negotiating a settlement in the public  
6 interest. VALLEJO HOLISTIC shall make the two payments by either check or by wire transfer to  
7 ATA’s escrow account, for which ATA will give VALLEJO HOLISTIC the necessary account  
8 information, within timeline described in Section 4.1.

9           **4.5     \$5,774.80** 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 VALLEJO HOLISTIC in this matter. These activities are detailed below and support  
13 CAPA’s overarching goal of reducing use, misuse and exposure to hazardous and toxic chemicals,  
14 fostering and increasing the public awareness of chemicals inherent in consumer products,  
15 facilitating a safe environment for consumers and employees, and encouraging corporate  
16 responsibility. CAPA’s activities have had, and will continue to have, a direct and primary effect  
17 within the State of California because California consumers will be benefitted by the reduction of  
18 exposure to marijuana smoke and increase informed choices made by patients and consumers before  
19 exposure by providing clear and reasonable warnings to California consumers prior to inhalation of  
20 the 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 VALLEJO HOLISTIC fails to remit any of the Total Settlement  
18 Payment installments owed under Section 4 of this Consent Judgment, VALLEJO HOLISTIC shall  
19 be deemed to be in material breach of its obligations under this Consent Judgment. CAPA shall  
20 provide written notice of the delinquency to Defendant's counsel and VALLEJO HOLISTIC via  
21 electronic mail and voicemail. If VALLEJO HOLISTIC fails to deliver any of the Total Settlement  
22 Payment installments within five (5) days from the written notice, the Total Settlement Payment  
23 installment shall become immediately due and payable and shall accrue interest at the statutory  
24 judgment interest rate provided in the Code of Civil Procedure, section 685.010. Additionally,  
25 CAPA retains the right to seek reasonable attorney fees and costs for any efforts to collect the Total  
26 Settlement Amount installment(s) due under this Consent Judgment.

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

- 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 this Consent Judgment being  
5 fully executed by the Parties and at least two weeks prior to the first date any  
6 payment falls due.
- 7 (5) "Aqua Terra Aeris Law Group," for attorneys' fees and costs reimbursed  
8 pursuant to Section 4.4, whose address and tax identification number shall be  
9 furnished upon this Consent Judgment being fully executed by the Parties and  
10 at least two weeks prior to the first date any payment falls due.

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

13 **5. CLAIMS COVERED AND RELEASE**

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

24 **5.2 CAPA's Individual Release of Claims.** CAPA, on its own behalf, hereby releases  
25 VALLEJO HOLISTIC, and its parents, subsidiaries, directors, officers, employees, attorneys,  
26 members, owners, and affiliated entities under common ownership from all actions, causes of  
27 action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands  
28 of CAPA of any nature, character or kind, whether known or unknown, suspected or unsuspected,

1 arising out of alleged or actual exposures to the Subject Products in California before the Effective  
2 Date; which release is and shall be a full and final accord and satisfaction, and bar to all actions,  
3 causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities  
4 and demands of CAPA of any nature, character or kind, whether known or unknown, suspected or  
5 unsuspected, arising out of alleged or actual exposures to in the Subject Products in California  
6 before the Effective Date.

7 **5.3 VALLEJO HOLISTIC Release of CAPA.** VALLEJO HOLISTIC, on its own  
8 behalf and on behalf of its past and current agents, representatives, attorneys, successors, and  
9 assignees, hereby waives any and all claims that it may have against CAPA and its attorneys and  
10 other representatives, for any and all actions taken or statements made (or those that could have  
11 been taken or made) by CAPA and its attorneys and other representatives, whether in the course of  
12 investigating claims, otherwise seeking 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 NOV and relating to the Subject Products will  
15 develop or be discovered. CAPA on its behalf only, on the one hand, and VALLEJO HOLISTIC,  
16 on its behalf only, on the other hand, acknowledge that this Consent Judgment is expressly intended  
17 to cover and include all such claims up through the Effective Date, including all rights of action  
18 therefor. CAPA and VALLEJO HOLISTIC acknowledge that the claims released in Sections 5.2  
19 and 5.3 above may include unknown claims, and nevertheless waive California Civil Code, section  
20 1542 as to any such unknown claims. 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 CAPA and VALLEJO HOLISTIC each acknowledge and understand the significance and  
27 consequences of this specific waiver of California Civil Code, section 1542.



1       **9. NOTICES**

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

6           For VALLEJO HOLISTIC:

7                   Greg Schoepp  
8                   Agent for Service of Process  
9                   Vallejo Holistic Health Center  
                  539 Tennessee Street  
                  Vallejo, CA 94590

10                  Greg Schoepp  
11                  Chief Executive Officer  
12                  Vallejo Holistic Health Center  
                  2139 Taraval Street  
                  San Francisco, CA 94116

13          Copy to:

14                  Robert Weems  
15                  Weems Law Offices  
16                  769 Center Boulevard, # 38  
                  Fairfax, CA 94930

17          For CAPA:

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

20          With a copy to:

21                  Aqua Terra Aeris Law Group  
22                  c/o Matthew Maclear  
23                  828 San Pablo Avenue, Suite 115B  
                  Albany, CA 94706

24           Any Party may change its notice name and address by informing the other party in writing,  
25 but no change is effective until proof of receipt of such writing is confirmed. All notices and other  
26 communications required or permitted under this Final Judgment that are properly addressed as  
27 provided in this paragraph are effective upon delivery if delivered personally or by overnight mail  
28

1 or are effective five (5) days following deposit in the United States mail, postage prepaid, if  
2 delivered by First Class mail.

3 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

7 **11. POST EXECUTION ACTIVITIES**

8 CAPA agrees to comply with the reporting form requirements referenced in Health & Safety  
9 Code, section 25249.7, subdivision (f). The Parties further acknowledge that, pursuant to Health &  
10 Safety Code, section 25249.7, subdivision (f), a noticed motion is required to obtain judicial  
11 approval of the settlement. In furtherance of obtaining such approval, CAPA and VALLEJO  
12 HOLISTIC agree to mutually employ their best efforts, and that of their counsel, to support the  
13 entry of this agreement as a Consent Judgment, and to obtain judicial approval of the settlement in a  
14 timely manner. If the Attorney General objects to any term in this Consent Judgment, the Parties  
15 shall use their best individual and collective efforts to resolve the concern in a timely manner, and if  
16 possible in advance of the hearing on the motion to approve settlement. If the Court does not  
17 approve of the Stipulated Consent Judgment, it shall be void or voided and have no force or effect.

18 **12. MODIFICATION**

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

22 **13. AUTHORIZATION**

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

26 **14. DRAFTING**

27 The Parties agree, should this Consent Judgment be subsequently analyzed for interpretation  
28 or construction, no inference, presumption or assumption shall be drawn nor shall any provision be

1 construct against any Party, based on the fact that one of the Parties or their counsel prepared and/or  
2 drafted all or any portion of the Consent Judgment.

3 **15. ENFORCEMENT**

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

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

17 **16. ENTIRE AGREEMENT**

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

23  
24 ///

25 ///

26 ///





1       **17. STIPULATED REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT**  
2                   **AND ENTRY OF CONSENT JUDGMENT**

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

- 6           (1) Find the terms and provisions of this Consent Judgment represent a fair and equitable  
7 settlement of all matters raised by the allegations of the Complaint, that the matter has  
8 been diligently prosecuted and that the public interest is served by such settlement; and  
9           (2) Make the statutory findings required pursuant to Health and Safety Code section  
10 25249.7, subdivision (f)(4), approve the settlement and approve this Consent Judgment.

11 **IT IS SO STIPULATED.**

12 Date: April \_\_\_\_, 2018

CENTER FOR ADVANCED PUBLIC  
AWARENESS, INC.

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

16 Date: April \_\_\_\_, 2018

17 *MAY 8 2018*

VALLEJO HOLISTIC HEALTH  
CENTER, INC

By: \_\_\_\_\_  
Gregg Schoepp  
President

21                   **ORDER AND JUDGMENT**

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

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

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

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