

1 Aqua Terra Aeris (ATA) Law Group
MATTHEW C. MACLEAR, SBN 209228
2 ANTHONY M. BARNES, SBN 199048
490 43rd Street, Suite 108
3 Oakland CA 94609
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 COUNTY OF ALAMEDA

9
10 **CENTER FOR ADVANCED PUBLIC**
AWARENESS, INC., a California non-
11 profit corporation,

12 Plaintiff,

13 v.

14 **MAG WELLNESS, INC.; EUREKA**
15 **MANAGEMENT SERVICES, INC.**,
doing business as MAGNOLIA
16 WELLNESS; and **DOES 1-25**, inclusive,

17 Defendants.

CASE NO.: RG17862552

[STIPULATED] CONSENT JUDGMENT

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

18
19 **1. INTRODUCTION**

20 **1.1** On May 30, 2017, Plaintiff Center for Advanced Public Awareness, Inc. (“CAPA”),
21 a non-profit corporation, in the public interest as a private enforcer, commenced this action by filing
22 a Complaint for Permanent Injunction, Civil Penalties and Other Relief (the “Complaint”) pursuant
23 to the provisions of California Health and Safety Code, section 25249.5 *et seq.* (“Proposition 65”)
24 against Magnolia Wellness, an entity of unknown type, in Alameda County Superior Court, Case
25 No. RG17862552 (“Action”). On July 24, 2017, Plaintiff filed a First Amended Complaint, adding
26 Eureka Management Services, Inc., provider of management and consulting services for the
27 business Magnolia Wellness (“Defendant”) as a Party. On March 13, 2018, Plaintiff filed an

28 CASE NO. RG17862552

1 Amendment to the Complaint, substituting Defendant’s true name, Mag Wellness, Inc., for its
2 fictitious name, Magnolia Wellness, as designated in the complaint by the fictitious name of DOE 1.
3 In this action, CAPA alleges that Defendant Mag Wellness produced, processed, marketed, offered
4 to sell, sold, and/or distributed for sale in the State of California marijuana intended for smoking,
5 the consumption and use of which results in the generation of marijuana smoke, without first
6 providing the clear and reasonable exposure warning required by Proposition 65. Marijuana smoke
7 is listed pursuant to Proposition 65 as a chemical that is known to the State of California to cause
8 cancer. These products, including flowers, leaves, stems, and other organic parts of marijuana plants
9 (referred to hereinafter individually as a “Subject Product” or collectively as “Subject Products”)
10 are cannabis or marijuana intended for combustion via smoking and inhalation. The intended and
11 foreseeable consumption and use (inhalation) of the Subject Products that are produced, processed,
12 marketed, distributed, offered for sale and/or sold by Defendant in California allegedly results in
13 exposures to marijuana smoke. Plaintiff alleges such exposures require a clear and reasonable
14 Proposition 65 warning, but no such warning was given. Defendant disputes this and other of
15 Plaintiff’s allegations.

16 **1.2** CAPA and Defendant are hereinafter referred to individually as a “Party” or
17 collectively as the “Parties.”

18 **1.3** CAPA is a California non-profit corporation that, among other purposes and causes it
19 is dedicated to, provides information about the hazards of toxins in consumer products, protects the
20 public health by preventing pollution and toxics from being discharged, released, or emitted into the
21 environment, and enforces state and federal laws in protection of consumers and the environment.

22 **1.4** Mag Wellness, Inc. is a California corporation that, among other purposes and
23 causes, is dedicated to providing medical cannabis to Californians pursuant to the laws of the State
24 of California and the laws of the City of Oakland.

25 **1.5** For purposes of this Consent Judgment, the Parties agree that Defendant is a business
26 entity that has employed ten or more person and qualifies as a “person in the course of doing
27 business” within the meaning of Proposition 65.

28

1 **1.6** The Complaint is based on allegations contained in CAPA’s Notice of Violation,
2 dated February 1, 2017, that was served on the California Attorney General, other public enforcers,
3 and Defendant (“Notice of Violation” or “NOV”). More than 60 days, plus five (5) days for
4 mailing, passed since the NOV was mailed and uploaded to the Attorney General’s website and all
5 relevant public enforcers were served, and no designated governmental entity diligently prosecuted
6 this matter, as exemplified by the filing of the Complaint against Defendant with regard to the
7 Subject Products or the alleged violations.

8 **1.7** CAPA’s NOV and Complaint allege that use of the Subject Products exposes
9 persons in California to marijuana smoke without first providing clear and reasonable warnings in
10 violation of California Health and Safety Code, section 25249.6. Defendant denies all material
11 allegations contained in the Notice and Complaint.

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

20 **1.9** The Parties have agreed that Eureka Management Services, Inc., will be dismissed
21 from the action.\$

22 **1.10** Except as expressly set forth herein, nothing in this Consent Judgment shall
23 prejudice, waive, or impair any right, remedy, argument, or defense the Parties have in any other or
24 future legal proceeding unrelated to these proceedings.

25 **1.11** The “Effective Date” of this Consent Judgment is the date on which this Court
26 approves and enters the Judgment.

27 **2. JURISDICTION AND VENUE**

28

1 **2.1** The Parties stipulate and agree that the Superior Court of California, County of
2 Alameda, has subject matter jurisdiction over the matters alleged in this action and personal
3 jurisdiction over the Parties to this Final Judgment. The Parties further stipulate that venue is proper
4 in Alameda County, and that this Court has jurisdiction and authority to enter a full, final, and
5 binding resolution of all claims, which were or could have been brought in this action based on the
6 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), and if Defendant engages in the production,
10 processing, marketing, offering to sell, selling, and/or distributing for sale in the State of California
11 marijuana intended for smoking, Defendant is enjoined and prohibited from violating or threatening
12 to violate sections 24249.6 *et seq.*, and its implementing regulations, California Code of
13 Regulations, title 27, sections 25601 *et seq.* with respect to alleged exposures to marijuana smoke
14 from the Subject Products.

15 **3.2 Clear and Reasonable Warnings**


16 **3.2.1 In-Store or Product Label Warnings.** If Defendant engages in the
17 production, processing, marketing, offering to sell, selling, and/or distributing for sale in the State of
18 California marijuana intended for smoking, Defendant shall either 1) post in-store warning signs
19 (“In-Store Warnings”) or 2) affix a warning label to the packaging, labeling, or directly on each
20 Subject Product (“Product Label Warning”) sold in its dispensary or through a delivery service, if
21 any, in California.

22 In-Store Warnings shall be provided at two or more of the following locations: a) at or near
23 each cash register in the store; b) at or near each display case in the store; or c) at or near the
24 entrance to the store. The warnings shall be at least 8 inches by 10 inches, and posted at a height
25 and location that will make it conspicuous and easy to read for the average person. The text of the
26 warning shall be printed in black ink, in a font that is easy to read and legible, but in no case shall
27 be smaller than size 34 font.


28

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

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

12  **WARNING:** These products contain chemicals, including Marijuana Smoke,
13 known to the State of California to cause cancer, birth defects, or
14 other reproductive harm.

14 Or

15  **WARNING:** Smoking [or consuming] marijuana products can expose you to
16 chemicals including marijuana smoke, which is known to the
17 State of California to cause cancer[, and _____, which is known to
18 the State of California to cause birth defects or other
19 reproductive harm]. For more information go to
20 www.P65Warnings.ca.gov.

19 Or the following short form warning as follows:

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

22 **3.2.2 Internet Website Warning.** If Defendant engages in the production,
23 processing, marketing, offering to sell, selling, and/or distributing for sale in the State of California
24 marijuana intended for smoking, for all Subject Products that are advertised on a website as offered
25 for sale at Defendant's dispensary or available for delivery directly to consumers, a warning that
26 complies with the content requirements of section 25603, subdivision (a) and Section 3.2.1 above
27 must also be provided by including either the warning or a clearly marked hyperlink using the word
28


1 “WARNING” on the Subject Product display page, or by otherwise prominently displaying the
2 warning to the purchaser prior to completing the purchase. If a short-form warning is provided as
3 set forth above, the warning provided on the website may use the same content as the on-product
4 warning. Defendant may include supplemental information only as set forth in California Code of
5 Regulations, title 27, Section 25601, subdivision (e).

6 **3.2.3 Membership Warning.** If Defendant engages in the production, processing,
7 marketing, offering to sell, selling, and/or distributing for sale in the State of California marijuana
8 intended for smoking, Defendant shall provide a warning in its Membership Agreement which
9 includes a warning as specified in Section 3.2.1. This Warning shall be printed in black ink, in a
10 font that is no smaller than the type on the rest of the page, and separated from surrounding text.

11 **3.2.4 Warnings for Deliveries.** In the event Defendant engages in sales of the
12 Subject Products that are purchased via orders placed remotely (i.e. via telephonic communications
13 or the internet), to be delivered to the purchaser from Defendant’s dispensary, Defendant shall
14 provide the specified warnings shown below, on a sheet of paper that is at least three inches by five
15 inches (3” x 5”) and which is attached to or placed inside the product shopping bag:

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

18 **Or**

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

22 In each case, the Warning shall be provided as shown above, with the Warning text printed
23 in black ink, in a font that is easy to read and legible, in a font size of at least 12, and set off from all
24 other text. Defendant must provide notice to any purchaser, consumer or patient prior to purchasing
25 Subject Products through a delivery service associated or affiliated with Defendant.

26 **4. SETTLEMENT PAYMENT**

27 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
28

1 attorney's fees, and costs, Defendant shall pay **\$67,500.00** ("Total Settlement Payment"). The Total
2 Settlement Payment shall be paid according to the amortization table in **Exhibit A**. Defendant shall
3 make payments by wire transfer or check to ATA's escrow account, for which ATA will give
4 Defendant the necessary account information, or other reasonable commercial method including by
5 cash. The Total Settlement Amount shall be apportioned as follows:

6 **4.2 PENALTY AMOUNT \$17,000.00** shall be considered a civil penalty pursuant to
7 California Health and Safety Code section 25249.7, subdivision (B)(1). CAPA shall remit 75%
8 (**\$12,750.00**) of the total civil penalty to the Office of Environmental Health Hazard Assessment
9 ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance
10 with California Health and Safety Code, section 25249.12, subdivision (c). CAPA will retain the
11 remaining 25% (**\$4,250.00**) of the civil penalty.

12 **4.3 COSTS \$4,740.00** shall be distributed to CAPA as reimbursement for reasonable
13 costs incurred in bringing this action.

14 **4.4 ATTORNEYS FEES AMOUNT. \$33,260.00** shall be distributed to Aqua Terra
15 Aeris Law Group ("ATA") for legal fees and costs incurred as a result of this matter, including
16 investigating, bringing this matter to Defendant's attention, litigating, and negotiating a settlement
17 in the public interest.

18 **4.5** The settlement amount, plus interest at the rate of 10% per annum shall be due and
19 payable in accordance with the amortization schedule attached hereto as "**Exhibit A.**"

20 **4.6** In the event that Defendant fails to remit the Total Settlement Payment owed under
21 Section 4 of this Consent Judgment on or before November 10th, 2019, Defendant shall be deemed
22 to be in material breach of its obligations under this Consent Judgment. CAPA shall provide written
23 notice of the delinquency to Defendant's counsel via electronic mail. If Defendant fails to deliver
24 the Total Settlement Payment within five (5) after the written notice, the Total Settlement Payment
25 shall become immediately due and payable and shall accrue interest at the statutory judgment
26 interest rate provided in the Code of Civil Procedure, section 685.010. Additionally, Defendant
27 agrees to pay ATA's reasonable attorney fees and costs for reasonably necessary efforts to collect
28

1 the payment due under this Consent Judgment.

2 **4.7 ADDITIONAL SETTLEMENT PAYMENTS.** \$12,500.00 shall be distributed
3 to CAPA as an Additional Settlement Payment (“ASP”), pursuant to California Code of
4 Regulations, title 27, sections 3203, subdivision (d), and 3204. CAPA will utilize the ASP for
5 activities that address the same public harm as allegedly caused by Defendant in this matter. These
6 activities are detailed below and support CAPA’s overarching goal of reducing use, misuse, and
7 exposure to hazardous and toxic chemicals, fostering and increasing the public awareness of
8 chemicals inherent in consumer products, facilitating a safe environment for consumers and
9 employees, and encouraging corporate responsibility. CAPA’s activities have had, and will continue
10 to have, a direct and primary effect within the State of California because California consumers will
11 be benefitted by the reduction of exposure to marijuana smoke and increase informed choices made
12 by patients and consumers before exposure by providing clear and reasonable warnings to
13 California consumers prior to exposure resulting from purchase of the products.

14 CAPA hereby provides the following list of activities CAPA engages in to protect California
15 consumers through Proposition 65 citizen enforcement, along with a breakdown of how ASP funds
16 will be utilized to facilitate those activities: (1) ENFORCEMENT (70%-80%): investigating,
17 obtaining, shipping, analyzing, and/or testing dispensaries or products that may contain
18 carcinogenic chemicals contained in marijuana smoke and are sold to and expose California
19 consumers to chemicals listed under Proposition 65; continued monitoring and enforcement of past
20 consent judgments and settlements to ensure companies are in compliance with their obligations
21 thereunder, with a specific focus on those judgments and settlements concerning chemicals of
22 concern (which necessarily includes additional work, investigating, purchasing, processing,
23 analyzing and/or testing consumer products; litigating matters that result in settlements, judgments,
24 defaults, bankruptcies, or dismissals); (2) PUBLIC OUTREACH (5%-10%): public outreach
25 programs including maintaining CAPA’s blog, website, and social media accounts; (3) SPECIAL
26 PROJECTS (up to 5%): projects including obtaining expert and legal opinions not specific to any
27 one case that are necessary to the continued private enforcement of Proposition 65; and/or (4)

28

1 PRODUCT DATABASE (up to 5%): maintaining a database with all products sold to California
2 consumers that CAPA has obtained which could cause an exposure to marijuana smoke or other
3 toxic, carcinogenic or reproductive harms. CAPA will maintain adequate records to document that
4 the funds paid as an ASP are spent on the activities described herein. CAPA shall provide the
5 Attorney General, within thirty days of any request, copies of documentation demonstrating how
6 such funds have been spent.

7 **4.8** Defendant shall issue separate 1099 forms for each of its payments under this
8 Consent Judgment to the persons identified below:

9 (a) “Center for Advanced Public Awareness, Inc.,” whose address and tax
10 identification number shall be furnished after this Consent Judgment has been
11 fully executed by the Parties.

12 (b) “Aqua Terra Aeris Law Group,” for attorneys’ fees and costs reimbursed
13 pursuant to Section 4.4.

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

16 **5. CLAIMS COVERED AND RELEASED**

17 **5.1 Plaintiff’s Public Binding Release of Proposition 65 Claims.** This Consent
18 Judgment is a full, final, and binding resolution between CAPA, acting on behalf of itself and in the
19 public interest, and Defendant, and its parents, subsidiaries, directors, officers, employees,
20 attorneys, and for those affiliated entities under common ownership (collectively, “Releasees”)
21 related to any violation of Proposition 65 that was or could have been asserted by CAPA, on behalf
22 of itself and in the public interest, against Releasees for unwarned exposures to marijuana smoke,
23 and for claims based on the NOV and/or complaint, relating to the Subject Products produced,
24 processed, marketed, offered for sale, sold or distributed for sale in California by Defendant prior to
25 the Effective Date. Compliance with the terms of this Consent Judgment constitutes compliance
26 with Proposition 65 with respect to the claims asserted in the NOV and exposures to marijuana
27 smoke from the Subject Products sold by or through Defendant after the Effective Date.

1 **5.2 CAPA’s Individual Release of Claims.** CAPA, on its own behalf, also provides a
2 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all
3 actions, causes of action, obligations, costs, expenses, attorneys’ fees, damages, losses, claims,
4 liabilities and demands of CAPA of any nature, character or kind, whether known or unknown,
5 suspected or unsuspected, arising out of alleged or actual exposures to marijuana smoke, and claims
6 that were or could have been asserted based on the NOV and/or complaint relating to the Subject
7 Products grown, cultivated, processed, sold or distributed for sale by Defendant in California before
8 the Effective Date.

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

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

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

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

28

1 **6. COURT APPROVAL**

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

5 **7. SEVERABILITY**

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

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

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

27
28

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 the following methods, with additional copy
4 to counsel via electronic mail: (i) personal delivery; (ii) first-class mail, registered or certified, with
5 return receipt requested; or (iii) a recognized overnight courier on any party by the other party at the
6 following addresses:

7 **For Defendant:**

8 Mag Wellness, Inc.
9 ATTN: Debby Goldsberry
10 161 Adeline Street
11 Oakland, CA 94607

12 With a copy to:
13 Rebecca Mendribil
14 250 D Street, Suite 205
15 Santa Rosa, CA 95404

16 **For CAPA:**

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

21 With a copy to:
22 Aqua Terra Aeris Law Group
23 c/o Matthew Maclear
24 490 43rd Street, Suite 108
25 Oakland, CA 94609
26 mcm@atalawgroup.com

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

1 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

5 **11. POST EXECUTION ACTIVITIES**

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

16 **12. MODIFICATION**

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

20 **13. AUTHORIZATION**

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

24 **14. DRAFTING**

25 It shall be conclusively presumed that the Parties participated equally in the drafting of this
26 Consent Judgment. The Parties discussed each and every term and provision, and the meaning
27 thereof, in advance of executing this stipulation. Each Party has had an opportunity to fully discuss
28

1 the terms and conditions with legal counsel.

2 **15. ENFORCEMENT**

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

8 CAPA may, by motion or order to show cause before this Court, seek to enforce the terms
9 and conditions contained in this Consent Judgment. CAPA may seek whatever penalties/fines,
10 costs, fees, or other remedies are provided for in the Consent Judgment or allowed by law for failure
11 to comply with the Consent Judgment, pursuant to Code of Civil Procedure, section 664.6. To the
12 extent that the alleged failure to comply with the Consent Judgment constitutes a violation of
13 Proposition 65 or other laws, CAPA shall not be limited to enforcement of this Consent Judgment
14 and may seek, in a separately filed action, whatever penalties/fines, costs, fees, or other remedies as
15 provided for by law for failure to comply with Proposition 65 or other law(s).

16 **16. ENTIRE AGREEMENT**

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

22 **17. STIPULATED REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND**
23 **ENTRY OF CONSENT JUDGMENT**

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

27 (1) Find the terms and provisions of this Consent Judgment represent a fair and equitable
28

1 settlement of all matters raised by the allegations of the Complaint, that the matter has been
2 diligently prosecuted and that the public interest is served by such settlement; and

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

5 **IT IS SO STIPULATED.**

CENTER FOR ADVANCED PUBLIC
AWARENESS, INC.

6
7
8 DATED: 12/11/18

BY: 

Clifford Brechner
Executive Director

MAG WELLNESS, INC.

9
10
11 DATED: 12/10/18

BY: 

Debby Goldsberry,
Chief Executive Officer, Mag Wellness,
Inc.

12
13 **APPROVED AS TO FORM:**

AQUA TERRA AERIS LAW GROUP, LLP

14
15
16 DATED: 12/12/2018

BY: 

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

17
18
19 DATED: 12-10-2018

BY: 

Rebecca Mendribil
Attorney for Defendant, Mag Wellness,
Inc.

20
21 **ORDER AND JUDGMENT**

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

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

26
27 Date: _____

Judge of the Superior Court

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

EXHIBIT A

Prop 65 Loan Shedule

	Enter values	
Loan amount	\$ 67,500.00	\$ 75,000.00
Annual interest rate	10.00%	\$ (7,500.00)
Loan period in years	1	
Start date of loan	11/10/2018	\$ 67,500.00
Monthly payment	\$ 5,934.32	
Number of payments	12	
Total interest	\$ 3,711.87	
Total cost of loan	\$ 71,211.87	

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	12/10/2018	\$ 67,500.00	\$ 5,934.32	\$ 5,371.82	\$ 562.50	\$ 62,128.18
2	1/10/2019	\$ 62,128.18	\$ 5,934.32	\$ 5,416.59	\$ 517.73	\$ 56,711.59
3	2/10/2019	\$ 56,711.59	\$ 5,934.32	\$ 5,461.73	\$ 472.60	\$ 51,249.86
4	3/10/2019	\$ 51,249.86	\$ 5,934.32	\$ 5,507.24	\$ 427.08	\$ 45,742.62
5	4/10/2019	\$ 45,742.62	\$ 5,934.32	\$ 5,553.13	\$ 381.19	\$ 40,189.49
6	5/10/2019	\$ 40,189.49	\$ 5,934.32	\$ 5,599.41	\$ 334.91	\$ 34,590.08
7	6/10/2019	\$ 34,590.08	\$ 5,934.32	\$ 5,646.07	\$ 288.25	\$ 28,944.01
8	7/10/2019	\$ 28,944.01	\$ 5,934.32	\$ 5,693.12	\$ 241.20	\$ 23,250.89
9	8/10/2019	\$ 23,250.89	\$ 5,934.32	\$ 5,740.57	\$ 193.76	\$ 17,510.32
10	9/10/2019	\$ 17,510.32	\$ 5,934.32	\$ 5,788.40	\$ 145.92	\$ 11,721.92
11	10/10/2019	\$ 11,721.92	\$ 5,934.32	\$ 5,836.64	\$ 97.68	\$ 5,885.28
12	11/10/2019	\$ 5,885.28	\$ 5,934.32	\$ 5,885.28	\$ 49.04	\$ 0.00