

State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting

Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612

FORM JUS 1501
(03-01)

PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)

REPORT OF SETTLEMENT

Please print or type required information Original Filing Supplemental Filing Corrected Filing

PARTIES TO THE ACTION	PLAINTIFF(S)			
	DEFENDANT(S) INVOLVED IN SETTLEMENT			
CASE INFO	COURT DOCKET NUMBER		COURT NAME	
	SHORT CASE NAME			
REPORT INFO	INJUNCTIVE RELIEF			
	PAYMENT: CIVIL PENALTY		PAYMENT: ATTORNEYS FEES	PAYMENT: OTHER
			\$8,500	
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL		DATE SETTLEMENT SIGNED / /
COPY OF SETTLEMENT MUST BE ATTACHED				For Internal Use Only
FILER INFO	NAME OF CONTACT			
	ORGANIZATION		TELEPHONE NUMBER (707) 829-0215	
	ADDRESS		FAX NUMBER (707) 827-8538	
	CITY	STATE	ZIP	E-MAIL ADDRESS
		95472	omar@omarfigueroa.com	

FILING INSTRUCTIONS: This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the settlement to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

1 THE LAW OFFICES OF OMAR FIGUEROA, INC.
2 Omar Figueroa, SBN 196650
3 Lauren Mendelsohn, SBN 311099
4 7770 Healdsburg Ave.
5 Sebastopol, CA 95472
6 Telephone: 707-829-0215
7 Email: omar@omarfigueroa.com
8 Email: lauren@omarfigueroa.com

9 Attorneys for Plaintiff
10 BIOSPHERE WATCH GROUP, SPC

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SONOMA

13 BIOSPHERE WATCH GROUP, SPC,

Case No.: SCV-721736

14 Plaintiff,

**[PROPOSED] CONSENT
JUDGMENT**

15 v.

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

16 VERITAS FARMS, INC., a Nevada
17 Corporation, and DOES 1 through 100,
18 inclusive,

19 Defendants.
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1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between Plaintiff BIOSPHERE WATCH
4 GROUP, SPC, and Defendant VERITAS FARMS, INC., a Nevada Corporation (“Veritas Farms”),
5 with Plaintiff and Defendant individually referred to as a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

7 Plaintiff BIOSPHERE WATCH GROUP, SPC is a Social Purpose Corporation in the State of
8 California dedicated to informing the People of California about chemicals that may cause cancer,
9 birth defects, or other reproductive harm. It brought this action in the public interest pursuant to
10 Health & Safety Code § 25249.7.

11 **1.3 Defendant**

12 Defendant VERITAS FARMS, INC., a Nevada Corporation (“Veritas Farms”), employs ten
13 or more persons and is a publicly traded company listed on the OTC-QB Exchange as VFRM.
14 Veritas Farms does business in the County of Sonoma for purposes of the Safe Drinking Water and
15 Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6 *et seq.* (“Proposition 65”).

16 **1.4 General Allegations**

17 BIOSPHERE WATCH GROUP, SPC alleges that Defendant sells, or distributes for sale in
18 the State of California products containing measurable quantities of Δ^9 -Tetrahydrocannabinol (also
19 known as “Delta-9-Tetrahydrocannabinol” or “THC”), a reproductive toxicant, as well as beta-
20 Myrcene (also known as “Myrcene”), a carcinogen, without first providing the clear and reasonable
21 exposure warnings required by Proposition 65. THC was listed pursuant to Proposition 65 as a
22 chemical that is known to the State of California to cause developmental toxicity on January 3, 2020,
23 and beta-Myrcene was listed pursuant to Proposition 65 as a chemical known to cause cancer on
24 March 27, 2015.

25 **1.5 Product Description**

26 The products covered by this Consent Judgment are items that are sold, or distributed for sale
27 in California by Defendant, including, but not limited to Full Spectrum CBD Lip Balm – Orange
28 Crème, Full Spectrum CBD Lip Balm – Mango, Full Spectrum CBD Lip Balm – Watermelon, Full

1 Spectrum CBD Lip Balm – Strawberry, Full Spectrum CBD Lip Balm – Cherry, Full Spectrum CBD
2 Tincture – Peppermint, Full Spectrum CBD Tincture – Strawberry, Full Spectrum CBD Tincture –
3 Unflavored, Full Spectrum Rejuvenating Night Cream, Full Spectrum CBD capsules, Full Spectrum
4 Hemp Oil Moisturizing Lotion – Minted Lavender, Full Spectrum Hemp Oil Moisturizing Lotion –
5 Unscented, Full Spectrum CBD Salve – Lavender Eucalyptus, Full Spectrum CBD Salve – Cooling
6 Menthol, Full Spectrum CBD Salve – Unscented, Full Spectrum Hyaluronic Day Cream, Full
7 Spectrum CBD Roller – Zen Mind, Full Spectrum CBD Roller – Zen Mood, PM CBD Full Spectrum
8 Tincture – Chamomile, CBD Minted Lavender Lotion and Full Spectrum Balm Stick (collectively,
9 the “Products”).

10 **1.6 Notice of Violation**

11 On or about February 18, 2022, BIOSPHERE WATCH GROUP, SPC served Defendant and
12 certain requisite public enforcement agencies with a “60-Day Notice of Violation” (“Notice”), a
13 document that informed the recipients of BIOSPHERE WATCH GROUP, SPC’s allegation that
14 Defendant violated Proposition 65 by failing to warn its customers and consumers in California that
15 the Products expose users THC and/or Myrcene. To the best of the Parties’ knowledge, no public
16 enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

17 **1.7 Complaint**

18 On or about October 3, 2022, BIOSPHERE WATCH GROUP, SPC filed the instant action
19 (the “Action”) against Defendant for the alleged violations of Health & Safety Code § 25249.6 that
20 are the subject of the Notice.

21 **1.8 No Admission**

22 Defendant denies the material, factual, and legal allegations contained in the Notice and
23 contends that it sells Products to California residents in accordance with applicable state laws and
24 requirements. Nothing in this Consent Judgment shall be construed as an admission by Defendant of
25 any fact, finding, conclusion of law, issue of law, or violation of law; nor shall compliance with this
26 Consent Judgment constitute or be construed as an admission by Defendant of any fact, finding,
27 conclusion of law, issue of law, or violation of law, the same being specifically denied by Defendant.
28

1 This section shall not, however, diminish or otherwise affect Defendant's obligations,
2 responsibilities, and duties under this Consent Judgment.

3 **1.9 Consent to Jurisdiction**

4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
5 jurisdiction over Defendant as to the allegations in the Complaint, that venue is proper in Sonoma
6 County, and that this Court has jurisdiction to enter and enforce the provisions of this Consent
7 Judgment.

8 **1.10 Effective Date**

9 For purposes of this Consent Judgment, the term "Effective Date" shall mean sixty (60) days
10 subsequent to the date upon this Consent Judgment is approved by the Court pursuant to Section 6
11 hereof.

12
13 **2. INJUNCTIVE RELIEF: PROPOSITION 65 WARNINGS**

14 **2.1 Product Warnings.** Commencing on or before the Effective Date for all Products that
15 contain the Listed Chemical(s) delta-9-THC and/or beta-Myrcene, and are shipped to a California
16 address for sale by the Defendant, or any agent, distributor, or affiliated company working on behalf
17 of the Defendant, the Defendant shall provide a clear and reasonable warning on the label of each
18 Product as set forth below in Section 2.3. Each warning shall be prominently placed with such
19 conspicuousness as compared with other words, statements, designs, or devices as to render it likely
20 to be read and understood by an ordinary individual under customary conditions before purchase or
21 use. Each warning shall be provided in a manner such that the consumer or user understands to
22 which specific Product the warning applies, so as to minimize the risk of consumer confusion.

23
24 **2.2 Internet Warnings.** Commencing on or before the Effective Date, for all Products that
25 the Defendant offers for sale directly to consumers in California via the internet, Defendant shall
26 provide a warning for such Products by including the warning set forth below in Section 2.3 on one
27 or more of the following: a) on the product display page; b) or by otherwise prominently displaying
28 the warning to the purchaser prior to completing the purchase, in accordance with the requirements³

1 of § 25602(b) of Title 27 of the California Code of Regulations. If the short-form warning is
2 provided pursuant to 27 C.C.R. § 25602(a)(4), the warning provided on the website may use the
3 same content.

4 **2.3 Text of the Warning.**

5 (a) The text of the warning shall be printed in black ink on a light background, in a font that is
6 easy to read and legible and prominently displayed with conspicuousness as compared with other
7 words, statements, designs or devices on the label, labeling, or sign. For all Products manufactured
8 before October 1, 2023 which include delta-9-THC or beta-myrcene and which are within
9 Defendant's possession as of execution hereof, the warning shall comply with all applicable
10 requirements of the Safe Harbor Warnings set forth at 27 C.C.R. § 25601 et seq., which may be
11 satisfied by either: (i) complying with subsections (b) – (f) hereof, which shall only be able to be used
12 with respect to Products manufactured before October 1, 2023; or (ii) complying with subsection (g)
13 hereof. The foregoing requirements shall not apply to Products which are no longer within
14 Defendant's possession.
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17 (b) (i) For products which can expose consumers to beta-Myrcene only (and do not
18 expose consumers to delta-9-THC), Defendant may use the appropriate warning language
19 set forth below, which shall include a symbol consisting of a black exclamation point in a
20 yellow equilateral triangle with a bold black outline as shown below (the symbol may be
21 black or white if the color yellow is otherwise not used on the Product's packaging).
22



23 **WARNING:** This product can expose you to beta-Myrcene, which is known
24 to the State of California to cause cancer. For more information go to
25 www.P65Warnings.ca.gov.

26
27 (ii) To satisfy this section, Defendant may, but is not required to, use the following
28 short-form warning as set forth in this subsection, and subject to Section 2.2 hereof, as

1 follows:



2
3 **WARNING:** Cancer – www.P65Warnings.ca.gov.

4
5 (c)(i) For products intended to be ingested which contain delta-9-THC only (and no
6 beta-Myrcene whatsoever), Defendant may use the appropriate warning language set forth
7 below, which shall include a symbol consisting of a black exclamation point in a yellow
8 equilateral triangle with a bold black outline as shown below (the symbol may be black or
9 white if the color yellow is otherwise not used on the Product’s packaging). *See*, 27 CCR §
10 25607.41(a)(3)(A).
11



12 **WARNING:** This product can expose you to delta-9-THC, which is known to
13 the State of California to cause birth defects or other reproductive harm. For
14 more information go to www.P65Warnings.ca.gov.
15
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17 (ii) To satisfy this section, Defendant may, but is not required to, use the following
18 short-form warning as set forth in this subsection, and subject to Section 2.2 hereof, as
19 follows:
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21 **WARNING:** Birth defects or other reproductive harm –
22 www.P65Warnings.ca.gov.
23
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25 (d)(i) For products intended to be ingested which contain both delta-9-THC and beta-
26 Myrcene, Defendant may use the appropriate warning language set forth below, which shall
27 include a symbol consisting of a black exclamation point in a yellow equilateral triangle with
28 a bold black outline as shown below (the symbol may be black or white if the color yellow is

1 otherwise not used on the Product’s packaging). *See*, 27 CCR § 25607.41(a)(3)(B).



2 **WARNING:** This product can expose you to chemicals including beta-
3 Myrcene, which is known to the State of California to cause cancer, and delta-
4 9-THC, which is known to the State of California to cause birth defects or
5 other reproductive harm. For more information go to
6 www.P65Warnings.ca.gov.

7
8 (ii) To satisfy this section, Defendant may, but is not required to, use the following
9 short-form warning as set forth in this subsection, and subject to Section 2.2 hereof, as
10 follows:



11 **WARNING:** Cancer and birth defects or other reproductive harm –
12 www.P65Warnings.ca.gov.

13
14 (e) (i) For products intended for dermal application which contain delta-9-THC only
15 (and no beta-Myrcene whatsoever), Defendant may use the appropriate warning language set
16 forth below, which shall include a symbol consisting of a black exclamation point in a yellow
17 equilateral triangle with a bold black outline as shown below (the symbol may be black or
18 white if the color yellow is otherwise not used on the Product’s packaging). *See*, 27 CCR §
19 25607.45(a)(3)(A).
20



21 **WARNING:** This product can expose you to delta-9-THC, which is known to
22 the State of California to cause birth defects or other reproductive harm. For
23 more information go to www.P65Warnings.ca.gov.

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25 (ii) To satisfy this section, Defendant may, but is not required to, use the following
26 short-form warning as set forth in this subsection, and subject to Section 2.2 hereof, as
27 follows:
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WARNING: Birth defects or other reproductive harm –

www.P65Warnings.ca.gov.

(f)(i) For products intended for dermal application which contain both delta-9-THC and beta-Myrcene, Defendant may use the appropriate warning language set forth below, which shall include a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline as shown below (the symbol may be black or white if the color yellow is otherwise not used on the Product’s packaging). *See, 27 CCR § 25607.45(a)(3)(B).*



WARNING: This product can expose you to chemicals including beta-Myrcene, which is known to the State of California to cause cancer, and delta-9-THC, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to

www.P65Warnings.ca.gov.

(ii) To satisfy this section, Defendant may, but is not required to, use the following short-form warning as set forth in this subsection, and subject to Section 2.2 hereof, as follows:



WARNING: Cancer and birth defects or other reproductive harm –

www.P65Warnings.ca.gov.

(g) Any Products manufactured on or after October 1, 2023 which include delta-9-THC or beta-myrcene shall include the warning set forth in 27 CCR §§ 25607.40 - 25607.41 or 27 CCR §§ 25607.44 - 25607.45, as appropriate.

1 (i) For products intended to be ingested and which contain delta-9-THC only (and no
2 beta-Myrcene or other listed chemicals whatsoever), Defendant may use the appropriate
3 warning language set forth below, which shall include a symbol consisting of a black
4 exclamation point in a yellow equilateral triangle with a bold black outline as shown below
5 (the symbol may be black or white if the color yellow is otherwise not used on the Product’s
6 packaging). *See*, 27 CCR § 25607.41(a)(3)(A).
7



8 **WARNING:** Consuming this product during pregnancy exposes your child to
9 delta-9-THC, which can affect your child’s behavior and learning ability. For
10 more information go to www.P65Warnings.ca.gov/cannabis.

11 (ii) For products intended to be ingested and which contain delta-9-THC and beta-
12 Myrcene (or any other listed chemical), Defendant may use the appropriate warning language
13 set forth below, which shall include a symbol consisting of a black exclamation point in a
14 yellow equilateral triangle with a bold black outline as shown below (the symbol may be
15 black or white if the color yellow is otherwise not used on the Product’s packaging). *See*, 27
16 CCR § 25607.41(a)(3)(A):
17



18 **WARNING:** Consuming this product exposes you to carcinogens including
19 beta-myrcene, and during pregnancy exposes your child to delta-9-THC,
20 which can affect your child’s behavior and learning ability. For more
21 information go to www.P65Warnings.ca.gov/cannabis.
22

23 (iii) For products intended for dermal application and which contain delta-9-THC only
24 (and no beta-Myrcene or other listed chemicals whatsoever), Defendant may use the
25 appropriate warning language set forth below, which shall include a symbol consisting of a
26 black exclamation point in a yellow equilateral triangle with a bold black outline as shown
27 below (the symbol may be black or white if the color yellow is otherwise not used on the
28 Product’s packaging). *See*, 27 CCR § 25607.45(a)(3)(A).

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WARNING: Using this product during pregnancy exposes your child to delta-9-THC, which can affect your child’s behavior and learning ability. For more information go to www.P65Warnings.ca.gov/cannabis.

(iv) For products intended for dermal application and which contain delta-9-THC and beta-Myrcene (or any other listed chemical), Defendant may use the appropriate warning language set forth below, which shall include a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline as shown below (the symbol may be black or white if the color yellow is otherwise not used on the Product’s packaging).
See, 27 CCR § 25607.45(a)(3)(A):



WARNING: Using this product exposes you to carcinogens including beta-myrcene and during pregnancy exposes your child to delta-9-THC, which can affect your child’s behavior and learning ability. For more information go to www.P65Warnings.ca.gov/cannabis.

3. MONETARY PAYMENTS

3.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b). The Defendant shall make a civil penalty payment of \$2,000 (two thousand dollars), in accordance with this section, on or before the Effective Date. The penalty payment will be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to BIOSPHERE WATCH GROUP, SPC in accordance with Section 3.2 below. The penalty payment shall be remitted in accordance with the procedure set out in Section 3.2.

3.2 Payments. All payments shall be delivered, within fifteen calendar days subsequent to the Court’s approval of this Consent Judgment pursuant to Section 6 hereof, to the Law Offices of

1 Omar Figueroa, 7770 Healdsburg Ave., Sebastopol, CA 95472, and shall be in the form of three
2 checks for the following amounts made payable to:

- 3 (a) "Office of Environmental Health Hazard Assessment" in the amount of
4 \$1,500 (one thousand five hundred dollars) for payment of 75% of the civil
5 penalty to OEHHA. Counsel for BIOSPHERE WATCH GROUP, SPC agree
6 to forward such funds to OEHHA.
- 7 (b) "Biosphere Watch Group, SPC" in the amount of \$500 (five hundred dollars),
8 as payment of the remaining 25% of the civil penalty to BIOSPHERE
9 WATCH GROUP, SPC.
- 10 (c) "The Law Offices of Omar Figueroa, Inc." in the amount of \$8,500 (eight
11 thousand five hundred dollars) as payment for attorneys' fees and costs
12 pursuant to Section 4 below.

13 For any payment that is returned for any reason, including insufficient funds, a payment for
14 the entire amount owed must be made by Veritas Farms in the form of a cashier's check within three
15 (3) calendar days of notification of insufficient funds, plus a 10% service fee paid to BIOSPHERE
16 WATCH GROUP, SPC's attorneys. Any payment that is not actually received by the due date will
17 also be subject to a 10% late fee.

18 **3.3 Issuance of 1099 Forms.** The Defendant shall provide BIOSPHERE WATCH
19 GROUP, SPC's counsel with a separate 1099 form for each of its payments under this Agreement
20 to:

- 21 (a) "Office of Environmental Health Hazard Assessment", P.O. Box 4010,
22 Sacramento, CA 95814 (EIN: 68-0284486) for civil penalties paid;
- 23 (b) "BIOSPHERE WATCH GROUP, SPC," 7770 Healdsburg Ave., Suite B,
24 Sebastopol, CA 95472 (EIN: *[to be provided upon signing]*), for its portion of the
25 civil penalties paid; and
- 26 (c) "The Law Offices of Omar Figueroa, Inc." 7770 Healdsburg Ave., Suite A,
27 Sebastopol, CA 95472 (EIN: *[to be provided upon signing]*), for fees and costs
28 reimbursed pursuant to Section 4.

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3 **4. REIMBURSEMENT OF FEES AND COSTS**

4 The parties have reached an accord on the compensation due to OEHHA, BIOSPHERE
5 WATCH GROUP, SPC and its counsel under general contract principles and the private attorney
6 general doctrine codified at California Code of Civil Procedure § 1021.5, for all work performed
7 through the mutual execution of this agreement. Defendant shall pay \$8,500 (eight thousand five
8 hundred U.S. Dollars) for legal fees and costs incurred as a result of investigating, bringing this
9 matter to Defendant’s attention, and negotiating a settlement in the public interest. Defendant shall
10 deliver payments as described in Section 3, above.
11

12 **5. CLAIMS COVERED AND RELEASED**

13 **5.1 BIOSPHERE WATCH GROUP, SPC’s Public Release of Proposition 65 Claims**

14 BIOSPHERE WATCH GROUP, SPC, acting on its own behalf and in the public interest,
15 releases Defendant, along with its respective parents, direct and indirect subsidiaries, affiliates,
16 affiliated entities under common ownership, shareholders, marketplaces, directors, officers, past and
17 current agents, directors, officers, employees, attorneys, representatives, insurers and successors and
18 assignees (collectively, the “Defendant Releasees”) from the Released Claims. Further, Biosphere
19 Watch Group, SPC, acting on its own behalf and in the public interest, releases all entities from
20 whom any of the Defendant Releasees obtain the Products or components thereof, to whom any of
21 the Defendant Releasees provide an online sales or marketplace, and to whom the Defendant
22 Releasees directly or indirectly distribute or sell the Products, including, but not limited to
23 manufacturers, licensors, upstream suppliers, downstream distributors, wholesalers, customers,
24 licensors, licensees, dealers, purchasers, users, retailers and their respective subsidiaries, affiliates
25 and parent, franchisees, cooperative members and licensees (collectively, the “Upstream and
26 Downstream Releasees” and together with the Defendant Releasees, the “Releasees”) from the
27 Released Claims. For purposes hereof, the “Released Claims” shall mean any Claim asserted for,
28 that could have been asserted for, or that arise out of the manufacture, import, sale and/or

1 distribution of the Products (or website hosting relating to the same) by any of the Releasees within
2 California up through the Effective Date based on alleged or actual exposures to THC or beta-
3 myrcene from the use of the Products, as set forth in the Notice and the Complaint, pursuant to
4 Proposition 65 (collectively, the “Released Claims”). For purposes hereof, “Claim” means such
5 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,
6 costs, fines, penalties, losses or expenses (including, but not limited to, fees of attorneys, experts
7 and others) of any nature whatsoever, whether fixed or contingent. It is the intent of the Parties that
8 this Consent Judgment shall have preclusive effect such that no other person or entity, whether
9 purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and/or
10 take any action with respect to any violation of Proposition 65 that was alleged in the Complaint, or
11 that could have been brought pursuant to the Notices or in the Complaint, against Releasees
12 concerning exposure to delta-9 THC and/or beta-myrcene from the Products. Compliance with the
13 terms of this Consent Judgment constitutes compliance with Proposition 65 from the use of the
14 Products, as set forth in the Notice.

15 **5.2 BIOSPHERE WATCH GROUP, SPC’s Individual Release of Claims**

16 BIOSPHERE WATCH GROUP, SPC, in its individual capacity only and in its representative
17 capacity for all persons claiming by or through it, also provides a release herein of the Releasees
18 which shall be effective as a full and final accord and satisfaction, as a bar to all Released Claims of
19 BIOSPHERE WATCH GROUP, SPC of any nature, character or kind, whether known or unknown,
20 suspected or unsuspected, arising out of all claims which Plaintiff raised, or could have raised, in this
21 Action including, without limitation, alleged or actual exposures to chemicals listed pursuant to
22 Proposition 65 from the use of the Products sold or distributed for sale by Defendant in the State of
23 California before the Effective Date. This Consent Judgment binds Plaintiff and all other individuals
24 and organization who are associated with Plaintiff or who have or may have any interest in any of
25 each of Plaintiff’s respective claims, including successors, assigns, insurers and anyone compensating
26 it for its losses.

27 **5.3 Defendant’s Release of BIOSPHERE WATCH GROUP, SPC**

28 Defendant, on its own behalf and on behalf of its past and current agents, representatives, 12

1 attorneys, successors, and assignees, hereby waives any and all claims that it may have against
2 BIOSPHERE WATCH GROUP, SPC and its attorneys and other representatives, for any and all
3 actions taken or statements made (or those that could have been taken or made) by BIOSPHERE
4 WATCH GROUP, SPC and its attorneys and other representatives, whether in the course of
5 investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with
6 respect to the Products.

7 **5.4 Counsel for BIOSPHERE WATCH GROUP, SPC**

8 By executing below, and to the extent permitted by the ethical rules applicable to attorneys,
9 The Law Offices of Omar Figueroa, Inc., as counsel for Plaintiff, hereby represents and warrants as a
10 material inducement for Defendant to enter into this Agreement as follows: (i) it is unaware of any
11 other person that would have a claim against Defendant similar to those asserted in this action; (ii) it
12 has no current plans to represent any other client adverse to Defendant; and (iii) it has not provided
13 any material assistance to any non-client in bringing a claim, or considering a claim, against
14 Defendant, and has no current plans to do so.

15
16 **6. COURT APPROVAL**

17 This Consent Judgment is not effective until it is approved and entered by the Court and shall
18 be null and void if, for any reason, it is not approved and entered by the Court within one year after it
19 has been fully executed by all Parties.

20
21 **7. CALIFORNIA CIVIL CODE SECTION 1542 WAIVER.**

22 With respect to the claims released pursuant to Section 5 hereof, the Parties stipulate and
23 agree that, upon the Effective Date, Plaintiff, individually and in its representative capacity, shall be
24 deemed to have, and by operation of the Consent Judgment shall have, expressly waived and
25 relinquished as to the claims released pursuant to Section 5 hereof, to the fullest extent permitted by
26 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other
27 similar provision under federal or state law that purports to limit the scope of a general release.

28 Section 1542 provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
2 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
3 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
4 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
5 OR ANY OF THE RELEASEES.

6
7 **8. SEVERABILITY**

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

11
12 **9. GOVERNING LAW**

13 The terms of this Consent Judgment shall be governed by the laws of the State of California
14 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise
15 rendered inapplicable by reason of law generally, or as to the Products, then Defendant may provide
16 written notice to BIOSPHERE WATCH GROUP, SPC of any asserted change in the law, and have
17 no further obligations pursuant to this Consent Judgment, with respect to, and to the extent that, the
18 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve Defendant
19 from any obligation to comply with any pertinent state or federal toxics control laws.

20
21 **10. NOTICES**

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

2 Veritas Farms, Inc.
3 Attn: Ramon Pino
4 401 E. Las Olas Blvd., Ste 1400
5 Fort Lauderdale, FL 33301

6 (with copy to, which shall not constitute notice):
7 Garrett Graff, Esq.
8 Moyer White LLP
9 1400 16th Street, 6th Floor
10 Denver, CO 80202-1486
11 (303) 292-7901
12 Garrett.Graff@moyewhite.com

13 For Plaintiff BIOSPHERE WATCH GROUP, SPC:

14 Omar Figueroa
15 The Law Offices of Omar Figueroa, Inc.
16 7770 Healdsburg Ave.
17 Sebastopol, CA 95472-3352
18 omar@omarfigueroa.com

19 Any party may, from time to time, specify in writing to the other party a change of address to which
20 all notices and other communications shall be sent.

21 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

25 **12. POST EXECUTION ACTIVITIES**

26 BIOSPHERE WATCH GROUP, SPC agrees to comply with the reporting form requirements
27 referenced in Health & Safety Code § 25249.7(f). The Parties further acknowledge that, pursuant to
28 Health & Safety Code § 25249.7(f), a noticed motion is required to obtain judicial approval of the
settlement. In furtherance of obtaining such approval, BIOSPHERE WATCH GROUP, SPC and
Defendant agree to mutually employ their best efforts, and that of their counsel, to support the entry

1 of this agreement as a Consent Judgment, and to obtain judicial approval of the settlement in a timely
2 manner.

3
4 **13. MODIFICATION**

5 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and
6 upon entry of a modified consent judgment by the Court thereon; (ii) upon a successful motion or
7 application of any Party and the entry of a modified consent judgment by the Court; or (iii) by the
8 Court or Attorney General, pursuant to Sections 2.3 hereof.

9
10 **14. AUTHORIZATION**

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

14
15 **AGREED TO:**

16 Date: September 25, 2023

17
18 By: 
19 BIOSPHERE WATCH GROUP, SPC

20 **AGREED TO:**

21 Date: 9/20/2023

22 By: 
23 1D33E7D5FF3B4DC...

24 Ramon Pino _____, Print name

25 CFO _____, Position
26 VERITAS FARMS, INC.

27 **IT IS SO ORDERED**

28 Date: _____, 2023

JUDGE OF THE SUPERIOR COURT