

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment (“Consent Judgment”) is entered into by and between plaintiff,
4 Valentino McCoy-Garcia (“Plaintiff”) and defendant Kiva Manufacturing, Inc. (“Defendant”).
5 Plaintiff and Defendant are individually referred to as a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

7 Plaintiff is an individual residing in California with an interest in protecting the health of
8 California citizens through the elimination or reduction of toxic exposure from consumer products.

9 **1.3 Defendant**

10 Defendant is a person in the course of doing business as the term is defined in Health & Safety
11 Code section 25249.6, et seq. and its implementing regulations (“Proposition 65”).

12 **1.4 General Allegations**

13 Plaintiff alleges that Defendant manufactures, imports, sells, or distributes cannabis products
14 with Delta-9-Tetrahydrocannabinol (“Delta-9-THC”) without the clear and reasonable warning
15 required by Proposition 65. Delta-9-THC was listed pursuant to Proposition 65 as a chemical that is
16 known to the State of California to cause developmental and reproductive toxicity on January 3, 2020.

17 **1.5 Product Description**

18 The products covered by this Consent Judgment are cannabis products manufactured, sold,
19 and/or distributed by Defendant, including the labeling and packaging of such products, including but
20 not limited to cannabis-infused edibles such as gummies marketed as the brand Kiva Lost Farm (each
21 a “Product”, and collectively, the “Products”).

22 **1.6 Notice of Violation**

23 On or about November 20, 2024, Plaintiff served Defendant and certain requisite public
24 enforcement agencies with a “60-Day Notice of Violation” (“Notice”), which informed the recipients
25 of Plaintiff’s allegation that Defendant violated Proposition 65. To the best of the Parties’ knowledge,
26 no public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

1 **1.7 Complaint**

2 On or about July 16, 2025, Plaintiff filed his Complaint (“Complaint”) in this action against
3 Defendant, alleging the violations of Health & Safety Code § 25249.6 that are the subject of the Notice.

4 **1.8 No Admission**

5 Defendant denies the material, factual, and legal allegations in the Notice and Complaint and
6 argues it manufactures, imports, sells, and/or distributes the Products to California residents in
7 accordance with all applicable laws and regulations. This Consent Judgment shall not be construed as
8 an admission by Defendant of any fact, finding, or conclusion, issue, or violation of law; nor shall
9 compliance with this Consent Judgment constitute or be construed as an admission by Defendant of
10 any fact, finding, or conclusion, issue, or violation of law, the same being specifically denied by
11 Defendant.

12 **1.9 Consent to Jurisdiction**

13 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction
14 over Defendant as to the allegations in the Complaint, that venue is proper in Los Angeles County, and
15 that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment.

16 **1.10 Effective Date**

17 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date of entry
18 of this Consent Judgment by this Court.

19 **1.11 Compliance Date**


20 For purposes of this Consent Judgment, the term “Compliance Date” means sixty (60) days
21 after the Effective Date.

22 **2. INJUNCTIVE RELIEF: PROPOSITION 65 WARNINGS**


23 **2.1** As of the Compliance Date, Products manufactured for subsequent sale into California shall
24 bear a clear and reasonable warning on the Product packaging or labeling, or otherwise comply with
25 the warning transmission methods authorized pursuant to California Code of Regulations Title 27
26 section 25607.40. Defendant shall use the warning language set forth below in 2.1(a) or 2.1(b) for
27 Products containing Delta-9-THC, in accordance with California Code of Regulations Title 27 section
28 25607.41(a), which shall include a symbol consisting of a black exclamation point in a yellow

1 equilateral triangle with a bold black outline as shown below (the symbol may be provided in black or
2 white if the color yellow is otherwise not used on the Product’s packaging).

3 **a. Delta-9 THC Warning:**

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

7 **b. Warning if the Product could also expose consumers to one or more listed carcinogens.**

8  **WARNING:** Consuming this product exposes you to carcinogens including [name one or
9 more listed carcinogens], and during pregnancy exposes your child to delta-9-THC, which can
10 affect your child's behavior and learning ability. For more information go
11 to www.P65Warnings.ca.gov/cannabis.

12 **2.2 Internet Warning Requirement.**

13 In addition to the warning on the Product packaging or labeling required by Section 2.1, for all
14 Products sold to consumers in California via the internet, Defendant shall provide a clear and
15 reasonable warning as set forth in section 2.1 above. The warning must be displayed: (a) on the same
16 web page on which the Product is displayed; (b) on the same web page as the order form for the
17 Product; (c) on one or more web pages displayed to a purchaser during the checkout process; or (d)
18 by otherwise prominently displaying the warning to the purchaser prior to completing the purchase,
19 including, but not limited to, by way of a clearly marked hyperlink using the word “WARNING” or
20 the words “CA WARNING” or “CALIFORNIA WARNING” on the product display page that links
21 to the warning. The warning shall be prominent and displayed with such conspicuousness as to render
22 it likely to be read and understood by an ordinary individual prior to purchase.

23 Given Defendant’s lack of control over third-party websites, the online warning requirements
24 in this Section apply only to Products sold through Defendant’s website. However, if Defendant has
25 actual knowledge that a third-party website to which it directly sells Products is offering Products for
26 sale in California, Defendant will instruct such third-party website sellers to provide the same online
27 warning, as set forth above, as a condition of selling the Product in California.

28 **2.3 Foreign Language Requirement.**

Whenever a product warning sign, label, or shelf tag, or website includes consumer information
in a language other than English, the warning must be provided in that language in addition to English.

1 **2.4 Compliance with Agreement and Changes in Regulations.**

2 Defendant’s compliance with this Consent Judgment constitutes compliance with Proposition
 3 65 with respect to the Products and the listed chemical as set forth in the Notice and/or Complaint. If,
 4 after the Effective Date, OEHHA promulgates alternative warning regulations applicable to the
 5 Products and chemical at issue in this matter, Defendant may comply with those alternative warning
 6 regulations without being deemed in breach of this Consent Judgment.

7 **3. MONETARY SETTLEMENT TERMS**

8 Defendant shall pay fifty thousand dollars (\$50,000.00) in settlement and total satisfaction of
 9 all of the claims referred to in the Notice, the Complaint, and this Consent Judgment (the “Settlement
 10 Amount”). The Settlement Amount includes civil penalties pursuant to Proposition 65 and
 11 reimbursement of Plaintiff’s attorneys’ fees and costs, as set forth in this section. Defendant shall remit
 12 the payment within fourteen (14) business days of the later of the Effective Date, or the date on which
 13 Plaintiff’s counsel provides Defendant with wire instructions for the payment and a valid W-9 tax form.

14 **3.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

15 Defendant shall make a civil penalty payment of two thousand dollars (\$2,000.00) as a
 16 component of the Settlement Amount. The civil penalty payment will be allocated by Plaintiff’s
 17 counsel in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75%
 18 (\$1,500.00) of the civil penalty payment remitted to the California Office of Environmental Health
 19 Hazard Assessment (“OEHHA”) and the remaining 25% (\$500.00) remitted to Plaintiff.

20 **3.2 Reimbursement of Fees and Costs**

21 As a component of the Settlement Amount, Defendant shall reimburse Plaintiff’s attorneys’ fees
 22 and costs incurred in prosecuting the instant action, for all work performed through execution and
 23 approval of this Consent Judgment, in the amount of forty-eight thousand dollars (\$48,000.00).

24 **4. CLAIMS COVERED AND RELEASED**

25 **4.1 Public Release of Proposition 65 Claims**

26 This Consent Judgment is a full, final, and binding resolution between Plaintiff, on behalf of
 27 himself, and acting on behalf of the public interest, and Defendant and Defendant’s officers, directors,
 28 members, shareholders, employees, representatives, attorneys, agents, parent companies, subsidiaries,

1 divisions, affiliates, and the predecessors, successors, and assigns of any of them (collectively
2 “Defendant Releasees”), and all other upstream and downstream entities in the distribution chain for
3 the Products, including but not limited to manufacturers, retailers, suppliers, distributors, franchisees,
4 marketplace hosts, wholesalers, customers, private label customers, licensees, licensors, cooperative
5 members, and dispensaries, including but not limited to Crenshaw Legacy LLC, OTC Van Nuys, Green
6 Qween LLC, Progressive Horizon, Inc., Holistic Healing Alternative, Inc., Chron Maywood, LLC, and
7 Gaia Gardens, LLC, and all of their officers, directors, members, shareholders, employees,
8 representatives, attorneys, agents, parent companies, subsidiaries, divisions, affiliates, predecessors,
9 successors, and assigns (collectively, the “Released Parties”), for any alleged violation of Proposition
10 65 concerning the failure to warn about exposure to Delta-9-THC from any Products manufactured
11 from the beginning of time up to and including the Compliance Date. Plaintiff on behalf of himself,
12 and in the public interest, hereby discharges the Defendant Releasees and Released Parties from any
13 and all claims, actions, causes of action, suits, demands, liabilities, damages, civil penalties, obligations,
14 debts, losses, fees, costs and expenses asserted with respect to any alleged violation of Proposition 65
15 for Delta-9-THC from any or all of the Products manufactured prior to the Compliance Date.

16 **4.2 Individual Release of Claims**

17 Plaintiff, in his individual capacity, and in consideration of the promises and monetary payments
18 herein, hereby releases Defendant Releasees and Released Parties, which shall be a full and final accord
19 and satisfaction of, as well as a bar to, all actions, causes of action, obligations, costs, expenses,
20 attorneys’ fees, damages, losses, claims, liabilities, and demands of every nature, character, and kind,
21 whether known or unknown, suspected or unsuspected, arising out of alleged or actual Proposition 65
22 violations, Unfair Competition Law claims, or any similar statutory or common law theory in Products
23 manufactured on or before the Compliance Date. For the avoidance of doubt, this release applies to
24 cannabis products manufactured, sold, and/or distributed by Defendant after the Compliance Date using
25 labeling or packaging manufactured from the beginning of time up to and including the Compliance
26 Date.

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1 **4.3 California Civil Code § 1542**

2 Other claims not known to the Parties arising out of the facts in the Notice or allegations in the
3 Complaint relating to the Products may hereafter be discovered or developed. Plaintiff, on his own
4 behalf on the one hand, and Defendant, on the other hand, acknowledge that this Consent Judgment
5 expressly covers and includes all such claims through and including the Compliance Date, including
6 all rights of action thereon. The Parties acknowledge that the claims released in Sections 4.1 and 4.2
7 may include unknown claims, and nevertheless intend to release such claims, and in doing so waive
8 California Civil Code § 1542 which reads as follows:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
10 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
11 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
12 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR OR RELEASED PARTY.

13 Plaintiff understands and acknowledges that the significance and consequence of this waiver is
14 that even if Plaintiff suffers future damages arising out of or resulting from, or related directly or
15 indirectly to, in whole or in part, the Products, including but not limited to any exposure to, or failure
16 to warn with respect to exposure to, chemicals in or from the Products, Plaintiff will not be able to
17 make any claim for those damages against any of the Defendant Releasees or the Released Parties.

18 **5. COURT APPROVAL**

19 On execution of this Consent Judgment by all Parties, Plaintiff shall file a noticed Motion for
20 Approval and Entry of Consent Judgment in the above-entitled Court without additional consideration.
21 This Consent Judgment is not effective until it is approved and entered by the Court. It is the intention
22 of the Parties that the Court approve this Consent Judgment. However, this Consent Judgment shall be
23 null and void if, for any reason, it is not approved and entered by the Court within one year after it has
24 been fully executed by all Parties.

25 **6. SEVERABILITY**

26 If, after this Consent Judgment is executed, any provision of this Consent Judgment is held by
27 a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

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1 **7. ENFORCEMENT**

2 Plaintiff may by motion attempt to enforce the terms and conditions contained in this Consent
 3 Judgment. Prior to bringing any motion to enforce, Plaintiff shall provide Defendant with written notice
 4 of the issue and meet and confer regarding the basis for the anticipated motion for at least thirty (30)
 5 days in an attempt to resolve it informally. No enforcement motion shall be filed during the 30-day
 6 meet-and-confer period. If such attempts at informal resolution fail, Plaintiff may file its enforcement
 7 motion. This Consent Judgment may only be enforced by the Parties or an appropriate public enforcer.

8 **8. GOVERNING LAW**

9 The terms of this Consent Judgment shall be governed by the laws of the State of California
 10 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise
 11 rendered inapplicable by reason of law generally, or as to the Products, the Parties may move the Court
 12 for modification of this Consent Judgment to reflect such changes in the law. Plaintiff shall not contest
 13 the filing of such a motion for modification without good cause. Nothing in this Consent Judgment
 14 shall be interpreted to relieve Defendant from any obligation to comply with any pertinent state or
 15 federal toxics control laws.

16 **9. NOTICES**

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

21 For Defendant:
 22 Will Wagner
 23 Greenberg Traurig, LLP
 24 400 Capitol Mall, Suite 2400
 25 Sacramento, CA, 95814
 26 Will.Wagner@gtlaw.com

27 For Plaintiff:
 28 Alexander K. Robinson
 Robinson Zermay, LLP
 777 S. Alameda, Second Floor
 Los Angeles, California 90021
 ak@robinsonzermay.com

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

3 **10. ENTIRE AGREEMENT; COUNTERPARTS; FACSIMILE SIGNATURES**

4 This Consent Judgment contains the entire and only agreement between the Parties and any and
5 all prior negotiations and understandings related hereto shall be deemed to have been merged within it.
6 There are no representations or terms of agreement made by any Party with respect to the subject matter
7 hereof or the other Party except for those contained in this Consent Judgment. This Consent Judgment
8 may be executed in counterparts, and by facsimile or portable document format (PDF) signature, each
9 of which shall be deemed an original, and all of which, when taken together, shall constitute one and
10 the same document.

11 **11. POST EXECUTION ACTIVITIES**

12 Plaintiff agrees to comply with the reporting form requirements referenced in Health & Safety
13 Code § 25249.7(f). The Parties acknowledge that, under Health & Safety Code § 25249.7(f), a noticed
14 motion is required to obtain judicial approval of the settlement, and each Party agrees to mutually
15 employ their best efforts, and that of their counsel, to support the entry of this agreement as a Consent
16 Judgment, and to obtain judicial approval of the settlement in a timely manner.

17 **12. MODIFICATION**

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

21 **13. AUTHORIZATION**

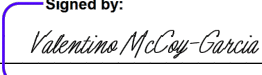
22 The undersigned are authorized to execute this Consent Judgment on behalf of their respective
23 Parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.
24 Each Party warrants to the other that it is free to enter into this Consent Judgment and is not subject to
25 any conflicting obligation that will or might prevent or interfere with the execution or performance of
26 this Consent Judgment by said Party.

27
28 *[Signatures on following page.]*

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AGREED TO:

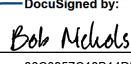
Date: 3/8/2026

By: 
Signed by: 0AE82E3E74C84A4...

VALENTINO MCCOY-GARCIA

AGREED TO:

Date: 02/26/2026

By: 
DocuSigned by: 86C0957C18B14DB...

KIVA MANUFACTURING, INC.

Print Name: Bob Nichols

Title: Senior Legal Counsel

IT IS SO ORDERED.

DATED: _____, 2026

By: _____
The Honorable Randolph M. Hammock