

1 ROB BONTA  
Attorney General of California  
2 DEBORAH SMITH  
Acting Senior Assistant Attorney General  
3 VANESSA MORRISON (SBN 254002)  
Supervising Deputy Attorney General  
4 ELIZABETH RUMSEY (SBN 257908)  
BRIAN CALAVAN (SBN 347724)  
5 JENNIFER LODA (SBN 284889)  
Deputy Attorneys General  
6 1515 Clay Street, 20th Floor  
P.O. Box 70550  
7 Oakland, CA 94612-0550  
Telephone: (510) 879-1981  
8 Fax: (510) 622-2270  
E-mail: Brian.Calavan@doj.ca.gov  
9 *Attorneys for People of the State of California*

EXEMPT FROM FILING FEES  
UNDER GOV. CODE SEC. 6103

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF SAN FRANCISCO

14 THE PEOPLE OF THE STATE OF  
15 CALIFORNIA,  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
Plaintiff,  
  
v.  
  
NOVOLEX HOLDINGS, LLC; INTEPLAST  
GROUP CORP.; METTLER PACKAGING  
LLC; DOES 1–25, INCLUSIVE,  
  
Defendants.

Case No. CGC-25-630237

**STIPULATION FOR ENTRY OF  
[PROPOSED] FINAL JUDGMENT ON  
CONSENT FOR CIVIL PENALTIES  
AGAINST ALL DEFENDANTS AND  
FOR PERMANENT INJUNCTION  
AGAINST DEFENDANTS INTEPLAST  
GROUP CORPORATION AND  
METTLER PACKAGING LLC;  
EXHIBIT A**

Date: February 9, 2026  
Time: 9:00 a.m.  
Dept: 301  
Judge: Hon. Christine Van Aken  
Action filed: October 17, 2025

Plaintiff, the People of the State of California, acting by and through Attorney General Rob Bonta, in his independent capacity (“People”), and Defendants Novolex Holdings, LLC (“Novolex”); Inteplast Group Corporation (“Inteplast”); and Mettler Packaging LLC (“Mettler”) (together with the People, the “Parties,” or each individually, “Party”), hereby stipulate as follows:

1           **WHEREAS**, as set forth in the Complaint filed in the above-captioned matter, the People  
2 allege that, by selling and/or distributing to stores in California that are subject to Senate Bill  
3 (“SB”) 270 (Pub. Resources Code, § 42280 et seq.), as defined at Public Resources Code section  
4 42280, subdivision (g) (“stores”), reusable grocery bags, as defined at Public Resources Code  
5 section 42280, subdivision (d), made from plastic film (“plastic carryout bags”) that are not  
6 “recyclable in this state,” as required by Public Resources Code section 42281, subdivision  
7 (b)(1)(C); by representing to customers, consumers, and in submissions under penalty of perjury  
8 to CalRecycle that the plastic carryout bags that Defendants have sold and/or distributed to stores  
9 are “recyclable,” Defendants have violated SB 270, the Environmental Marketing Claims Act  
10 (Bus. & Prof. Code, § 17580 et seq.) (“EMCA”), the False Advertising Law (*id.*, § 17500 et seq.)  
11 (“FAL”), and the Unfair Competition Law (*id.*, § 17200 et seq.) (“UCL”). The People further  
12 allege that all Defendants are liable for civil penalties pursuant to Public Resources Code section  
13 42285 and Business and Professions Code sections 17206 and 17536, and that Defendants  
14 Inteplast and Mettler are liable for permanent injunction pursuant to Business and Professions  
15 Code sections 17203, 17204, and 17535.

16           **WHEREAS**, to avoid continued and protracted litigation regarding the lawfulness of the  
17 conduct described above, the Parties engaged in settlement negotiations. In these negotiations, the  
18 People were represented by the Attorney General of the State of California. Novolex was  
19 represented by Cory Manning of the law firm Nelson Mullins Riley and Scarborough LLP.  
20 Inteplast was represented by Nathan George of the law firm Remy Moose Manley, LLP. Mettler  
21 was represented by Sean Welch of the law firm Nielsen Merksamer LLP.

22           **WHEREAS**, the Parties have reached an agreement to resolve this matter in accordance  
23 with the terms set forth in the [Proposed] Final Judgment on Consent for Civil Penalties Against  
24 All Defendants and for Permanent Injunction Against Defendants Inteplast Group Corporation  
25 and Mettler Packaging LLC (“Final Judgment on Consent”), attached hereto and incorporated  
26 herein as Exhibit A.

27           **WHEREAS**, the People believe that: (i) the resolution embodied in this Final Judgment is  
28 fair and reasonable and fulfills the People’s enforcement objectives; (ii) no further action is

1 warranted concerning the allegations against Defendants as contained in the Action, except as  
2 provided in the Final Judgment on Consent; and (iii) entry of this Final Judgment on Consent is in  
3 the best interest of the public.

4 **WHEREAS**, each Defendant does not admit any issue of fact or law alleged in the  
5 Complaint or otherwise in the above-captioned matter, or any violation of law. Neither the  
6 Parties' agreement to the terms set forth in the Final Judgment on Consent nor the Parties'  
7 execution of this Stipulation constitutes an admission of wrongdoing or liability by any  
8 Defendant.

9 **NOW, THEREFORE**, before the taking of any testimony, and without the adjudication of  
10 any issue of fact or law, **THE PARTIES HEREBY STIPULATE AND AGREE AS**  
11 **FOLLOWS:**

12 1. The San Francisco County Superior Court ("Court") has jurisdiction over the subject  
13 matter of this action and personal jurisdiction over the Parties, and venue is proper in this Court.

14 2. The Final Judgment on Consent that is attached hereto as Exhibit A may be entered in  
15 this matter by any judge in this Court.

16 3. The Parties waive their right to move to set aside the Final Judgment on Consent  
17 through any collateral attack, and further waive their right to appeal from the Final Judgment on  
18 Consent. Nothing herein shall waive any right to appeal from any decision in connection with a  
19 future effort to enforce the Final Judgment on Consent.

20 4. Each Defendant will accept service of any Notice of Entry of Judgment entered in this  
21 action by delivery of such notice via email to its counsel of record and agrees that service of the  
22 Notice of Entry of Judgment will be deemed personal service upon Defendant for all purposes.

23 //  
24 //  
25 //  
26 //  
27 //  
28 //

1           5.     This Stipulation may be executed in counterparts, and a scanned or electronic  
2 signature shall have the same force and effect as an original signature.

3 **SO STIPULATED.**

4 EXHIBIT A APPROVED AS TO FORM AND SUBMITTED FOR ENTRY OF JUDGMENT

5 BY:

6 **COUNSEL FOR PLAINTIFF, THE PEOPLE**  
7 **OF THE STATE OF CALIFORNIA**

8 Dated: January 15, 2026

Rob Bonta  
Attorney General of California  
VANESSA MORRISON  
Supervising Deputy Attorney General

*/s/ Brian Calavan*

\_\_\_\_\_  
BRIAN CALAVAN  
ELIZABETH B. RUMSEY  
JENNIFER LODA  
Deputy Attorneys General  
*Attorneys for People of the State of California*

14 **COUNSEL FOR DEFENDANT, NOVOLEX**  
15 **HOLDINGS, LLC**

16 Dated: January 15, 2026

NELSON MULLINS RILEY & SCARBOROUGH LLP

*/s/ Cory Manning*

\_\_\_\_\_  
CORY MANNING  
*Attorneys for Defendant, Novolex Holdings,  
LLC*

20 **COUNSEL FOR DEFENDANT, INTEPLAST**  
21 **CORPORATION**

22 Dated: January 15, 2026

REMY MOOSE MANLEY, LLP

*/s/ Nathan George*

\_\_\_\_\_  
NATHAN GEORGE  
*Attorneys for Defendant, Inteplast Group  
Corporation*

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

**COUNSEL FOR DEFENDANT, METTLER  
PACKAGING LLC**

Dated: January 15, 2026

NIELSEN MERKSAMER LLP

*/s/ Sean Welch*  
\_\_\_\_\_  
SEAN WELCH  
*Attorneys for Defendant, Mettler Packaging  
LLC*

# EXHIBIT A

1 ROB BONTA  
Attorney General of California  
2 DEBORAH SMITH  
Acting Senior Assistant Attorney General  
3 VANESSA MORRISON (SBN 254002)  
Supervising Deputy Attorney General  
4 ELIZABETH RUMSEY (SBN 257908)  
BRIAN CALAVAN (SBN 347724)  
5 JENNIFER LODA (SBN 284889)  
Deputy Attorneys General  
6 1515 Clay Street, 20th Floor  
P.O. Box 70550  
7 Oakland, CA 94612-0550  
Telephone: (510) 879-1981  
8 Fax: (510) 622-2270  
E-mail: Brian.Calavan@doj.ca.gov  
9 *Attorneys for People of the State of California*

EXEMPT FROM FILING FEES  
UNDER GOV. CODE SEC. 6103

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN FRANCISCO

13 THE PEOPLE OF THE STATE OF  
14 CALIFORNIA,  
  
15 Plaintiff,  
  
16 v.  
  
17 NOVOLEX HOLDINGS, LLC; INTEPLAST  
18 GROUP CORP.; METTLER PACKAGING  
19 LLC; DOES 1–25, INCLUSIVE,  
20 Defendants.

Case No. CGC-25-630237

**[PROPOSED] FINAL JUDGMENT ON  
CONSENT FOR CIVIL PENALTIES  
AGAINST ALL DEFENDANTS AND  
PERMANENT INJUNCTION AGAINST  
DEFENDANTS INTEPLAST GROUP  
CORPORATION AND METTLER  
PACKAGING LLC**

Date: February 9, 2026  
Time: 9:00 a.m.  
Dept: 301  
Judge: Hon. Christine Van Aken  
Action filed: October 17, 2025

22 Plaintiff, the People of the State of California, acting by and through Attorney General Rob  
23 Bonta, in his independent capacity (“People”), and Defendants Novolex Holdings, LLC  
24 (“Novolex”), appearing through its attorneys Nelson Mullins Riley and Scarborough LLP, by  
25 Cory E. Manning; Inteplast Group Corporation (“Inteplast”), appearing through its attorneys  
26 Remy Moose Manley, LLP, by Nathan O. George; and Mettler Packaging LLC (“Mettler”),  
27 appearing through its attorneys Nielsen Merksamer LLP, by Sean Welch (collectively,  
28 “Defendants”) (together with the People, the “Parties,” or each individually, “Party”), have

1 stipulated to entry of this Final Judgment on Consent for Civil Penalties against All Defendants  
2 and for Permanent Injunction against Defendants Inteplast and Mettler (“Final Judgment”) on the  
3 terms set forth below and in the Stipulation for Entry of Final Judgement on Consent for Civil  
4 Penalties against All Defendants and for Permanent Injunction against Defendants Inteplast and  
5 Mettler (“Stipulation”).

6       **WHEREAS**, the Court finds that the settlement between the Parties is fair and in the public  
7 interest,

8       **NOW THEREFORE**, upon consent of the Parties, **IT IS HEREBY ORDERED**,  
9 **ADJUDGED, AND DECREED** as follows:

10       **1. JURISDICTION AND VENUE**

11           1.1 This Court has subject matter jurisdiction over the matters alleged in this action  
12 and personal jurisdiction over the Parties pursuant to the California Constitution, Article VI,  
13 section 10. Substantial acts in furtherance of the alleged improper conduct occurred within this  
14 jurisdiction.

15           1.2 Venue is proper in this Court.

16           1.3 This Final Judgment is entered pursuant to and subject to Public Resources  
17 Code section 42280 et seq. and Business and Professions Code sections 17204; 17206,  
18 subdivision (a); 17207, subdivision (b); and 17535.5, subdivision (b).

19       **2. DEFINITIONS**

20           2.1 “**People**” shall mean the People of the State of California, by and through  
21 Attorney General Rob Bonta.

22           2.2 “**Novolex**” shall mean Novolex Holdings, LLC.

23           2.3 “**Inteplast**” shall mean Inteplast Group Corporation.

24           2.4 “**Mettler**” shall mean Mettler Packaging LLC.

25           2.5 “**Action**” shall mean the Complaint filed in the above-captioned proceeding by  
26 the People on October 17, 2025, related to the Subject Conduct.

27           2.6 “**Day**” means a calendar day unless expressly stated to be a business day. In  
28 computing any period of time under this Final Judgment, where the last day would fall on a

1 Saturday, Sunday, or federal and/or California holiday, the period shall run until the close of  
2 business of the next business day.

3 2.7 “**Effective Date**” shall mean the date upon which Defendants have been  
4 provided Notice that this Final Judgment has been entered by the Court.

5 2.8 “**Store**” or “**Stores**” shall have the same meaning as defined at Public  
6 Resources Code section 42280, subdivision (g).

7 2.9 “**Plastic carryout bag**” shall mean a reusable grocery bag, as previously  
8 defined at former Public Resources Code section 42280, subdivision (d) (Stats. 2014, ch. 850, §  
9 1), made from plastic film.

10 2.10 “**Subject Conduct**” shall mean the marketing, sale, and/or distribution by each  
11 Defendant of plastic carryout bags. Subject Conduct shall include each Defendant’s representing  
12 plastic carryout bags as “recyclable,” including but not limited to the display on each bag of the  
13 chasing arrows symbol and/or the term “recyclable” and language instructing consumers to return  
14 the bag to the store for recycling or to another appropriate recycling location, as well as all other  
15 acts of compliance or non-compliance with Public Resources Code section 42280 et seq.

16 2.11 “**Covered Matters**” shall mean, only as to the Parties to this Final Judgment,  
17 each cause of action and request for relief in the Action and any directive, cause of action, or  
18 claim for relief against the Released Parties that the People brought or could have brought arising  
19 from the Subject Conduct or the allegations in the Action.

20 2.12 “**Released Parties**” shall mean each Defendant, including the Defendant’s  
21 officers, directors, shareholders, affiliates, parent companies, holding companies, subsidiaries,  
22 agents, principals, employees, attorneys, successors, and assigns of the persons and entities  
23 described above.

24 2.13 “**Reserved Claim**” shall mean any claim, violation, or cause of action that is  
25 not a Covered Matter.

### 26 3. SETTLEMENT OF DISPUTED CLAIMS

27 The Parties enter into this Final Judgment pursuant to a compromise and settlement of  
28 disputed claims for purposes of furthering the public interest. The People believe that: (i) the

1 resolution embodied in this Final Judgment is fair and reasonable and fulfills the People’s  
2 enforcement objectives; (ii) no further action is warranted concerning the allegations against each  
3 Defendant as contained in the Action, except as provided in this Final Judgment; and (iii) entry of  
4 this Final Judgment is in the best interest of the public. This Final Judgment is and represents a  
5 compromise of disputed claims and allegations. The Parties have waived their respective rights to  
6 appeal from this Final Judgment.

7 **4. NO ADMISSION OR FINDINGS**

8 The Parties’ execution of the Stipulation is not intended to and shall not constitute an  
9 admission of wrongdoing or liability, nor an admission of any issue of law or fact alleged in the  
10 Action, by any Defendant. This Stipulation is made without adjudication of any alleged issue of  
11 law or fact and without a judicial finding of liability of any kind.

12 **5. COMPLIANCE PROVISIONS**

13 **5.1 Injunctive relief:** Defendants Inteplast and Mettler each shall cease knowingly  
14 selling and/or distributing plastic carryout bags to stores in California on or before the following  
15 respective dates:

16 **5.1.1 Inteplast** shall cease on or before November 26, 2025;

17 **5.1.2 Mettler** shall cease on or before September 8, 2025;

18 **5.2** As proof of compliance with this term, Defendants Inteplast and Mettler each  
19 shall provide to the Attorney General’s Office the following:

20 **5.2.1** A declaration under penalty of perjury from an officer of the  
21 Defendant attesting that Defendant has ceased knowingly selling  
22 and/or distributing plastic carryout bags to stores in California as  
23 stated in paragraph 5.1 above.

24 **5.2.2** A list of customers to whom the Defendant sold and/or distributed  
25 plastic carryout bags in California from 2021 to the present.

26 **5.3 Payment by Novolex:** Novolex shall pay a total of **ONE MILLION, SIX**  
27 **HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,650,000)** to resolve the Settled Matters  
28

1 (“Novolex’s Total Settlement Payment”). Novolex’s Total Settlement Payment shall be allocated  
2 as follows:

3                   5.3.1 **Civil Penalties:** Pursuant to Business and Professions Code section  
4                   17206, of Novolex’s Total Settlement Payment, Novolex shall pay  
5                   to the People ONE MILLION DOLLARS (\$1,000,000) to resolve  
6                   claims for civil penalties. This amount shall be paid directly to the  
7                   Attorney General’s Office within thirty (30) days of the Effective  
8                   Date of this Final Judgment pursuant to wire transfer instructions to  
9                   be provided by the Attorney General’s Office.

10                   5.3.2 **Attorney’s Fees and Costs:** Of Novolex’s Total Settlement  
11                   Payment, Novolex shall pay SIX HUNDRED FIFTY THOUSAND  
12                   DOLLARS (\$650,000) to the Attorney General’s Office as  
13                   attorney’s fees and costs in this matter. This amount shall be paid  
14                   directly to the Attorney General’s Office within thirty (30) days of  
15                   the Effective Date of this Final Judgment pursuant to wire transfer  
16                   instructions to be provided by the Attorney General’s Office.

17                   5.4 **Payment by Inteplast:** Inteplast shall pay a total of **ONE MILLION**  
18 **DOLLARS (\$1,000,000)** to resolve the Settled Matters (“Inteplast’s Total Settlement Payment”).  
19 Inteplast’s Total Settlement Payment shall be allocated as follows:

20                   5.4.1 **Civil Penalties:** Pursuant to Business and Professions Code section  
21                   17206, of Inteplast’s Total Settlement Payment, Inteplast shall pay  
22                   to the People SEVEN HUNDRED FIFTY THOUSAND  
23                   DOLLARS (\$750,000) to resolve claims for civil penalties. This  
24                   amount shall be paid directly to the Attorney General’s Office  
25                   within thirty (30) days of the Effective Date of this Final Judgment  
26                   pursuant to wire transfer instructions to be provided by the Attorney  
27                   General’s Office.

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

**5.4.2 Attorney’s Fees and Costs:** Of Inteplast’s Total Settlement Payment, Inteplast shall pay TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) to the Attorney General’s Office as attorney’s fees and costs in this matter. This amount shall be paid directly to the Attorney General’s Office within thirty (30) days of the Effective Date of this Final Judgment pursuant to wire transfer instructions to be provided by the Attorney General’s Office.

**5.5 Payment by Mettler:** Mettler shall pay a total of **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000)** to resolve the Settled Matters (“Mettler’s Total Settlement Payment”). Mettler’s Total Settlement Payment shall be allocated as follows:

**5.5.1 Civil Penalties:** Pursuant to Business and Professions Code section 17206, of Mettler’s Total Settlement Payment, Mettler shall pay to the People FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$525,000) to resolve claims for civil penalties. This amount shall be paid directly to the Attorney General’s Office within thirty (30) days of the Effective Date of this Final Judgment pursuant to wire transfer instructions to be provided by the Attorney General’s Office.

**5.5.2 Attorney’s Fees and Costs:** Of Mettler’s Total Settlement Payment, Mettler shall pay ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000) to the Attorney General’s Office as attorney’s fees and costs in this matter. This amount shall be paid directly to the Attorney General’s Office within thirty (30) days of the Effective Date of this Final Judgment pursuant to wire transfer instructions to be provided by the Attorney General’s Office.

1           5.6 Each Defendant’s payment of Civil Penalties, as detailed for each Defendant  
2 above, shall be administered by the California Department of Justice and shall be used by the  
3 Environmental Justice and Protection Section of the Public Rights Division of the Attorney  
4 General’s Office, until all funds are exhausted, for any of the following purposes: (1)  
5 implementation of the Attorney General’s authority to protect the environment and natural  
6 resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law  
7 Officer of the State of California pursuant to Article V, section 13 of the California Constitution;  
8 (2) enforcement of laws related to environmental protection; (3) enforcement of the Unfair  
9 Competition Law, Business and Professions Code section 17200 et seq., as it relates to protection  
10 of the environment and natural resources of the State of California; and (4) other environmental  
11 actions or initiatives which benefit the State of California and its citizens as determined by the  
12 Attorney General. Such funding may be used for the costs of the Attorney General’s  
13 investigation, filing fees and other court costs, payment to expert witnesses and technical  
14 consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other  
15 costs necessary to pursue environmental actions or initiatives investigated or initiated by the  
16 Attorney General for the benefit of the State of California and its citizens.

17           **5.7 Late Payments**

18           5.7.1 Each Defendant shall be liable for a civil penalty of five thousand  
19 dollars (\$5,000) for each calendar day that any payment required of  
20 the Defendant pursuant to the subsections of Paragraph 5.3 for  
21 Novolex, Paragraph 5.4 for Inteplast, and Paragraph 5.5 for Mettler  
22 is late.

23           **6. RELEASE**

24           6.1 Effective upon full payment of the amounts specified in Paragraph 5.3 for  
25 Novolex, Paragraph 5.4 for Inteplast, and Paragraph 5.5 for Mettler, and subject to the  
26 reservations set forth below, Plaintiff releases Released Parties from all Covered Matters up to  
27 and including the Effective Date.  
28

1           6.2 Except as otherwise set forth herein, nothing in this Final Judgment shall  
2 relieve any Defendant of its obligation to comply with all applicable laws, regulations, rules, or  
3 orders; grant any Defendant permission to engage in any acts or practices prohibited by such law,  
4 regulation, rule, or order; or limit or expand in any way any right the State may otherwise have to  
5 enforce applicable state law or to obtain information, documents, or testimony from any  
6 Defendant pursuant to any applicable state law, regulation, rule, or order, or any right any  
7 Defendant may otherwise have to oppose any subpoena, civil investigative demand, motion, or  
8 other procedure issued, served, filed, or otherwise employed by the State pursuant to any such  
9 state law, regulation, or rule.

10           **7. NOTICE**

11           Any notice, submission or request that is required or permitted to be given pursuant to this  
12 Final Judgment (“Notice”), and any response thereto pursuant to this Final Judgment  
13 (“Response”), shall be given in writing and shall be sent by email transmission; first class  
14 certified mail; or overnight courier service, to the Party to be notified, addressed to such Party as  
15 set forth below. The sending of such Notice or Response together with confirmation of  
16 transmission by return email (in the case of email transmission) or confirmation of receipt (in the  
17 case of delivery by first-class certified mail or by overnight courier service) shall constitute the  
18 giving thereof and is effective upon the confirmation date. All Notices or Responses shall be sent  
19 to:

20 For the People:

21                           Brian Calavan  
22                           Deputy Attorney General  
23                           Office of the Attorney General  
24                           1515 Clay Street, Suite 2000  
25                           Oakland, CA 94612  
26                           [Brian.Calavan@doj.ca.gov](mailto:Brian.Calavan@doj.ca.gov)

27 For Novolex:

28                           Cory Manning  
29                           Nelson Mullins Riley & Scarborough LLP  
30                           Meridian, 17th Floor  
31                           1320 Main Street  
32                           Columbia, SC 29201

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

803-255-5524  
[Cory.Manning@nelsonmullins.com](mailto:Cory.Manning@nelsonmullins.com)

For Inteplast:

Nathan George  
Remy Moose Manley, LLP  
555 Capitol Mall, Suite 800  
Sacramento, California 95814  
916-443-2745 x 240  
[ngeorge@rmmenvirolaw.com](mailto:ngeorge@rmmenvirolaw.com)

For Mettler:

Sean P. Welch, Partner  
NIELSEN MERKSAMER LLP  
2350 Kerner Boulevard, Suite 250  
San Rafael, California 94901  
415.389.6800  
[swelch@nmgovlaw.com](mailto:swelch@nmgovlaw.com)

Any Party may change its Notice name and address by informing the other Parties in writing as provided herein. No change is effective until it is confirmed to be received.

**9. EFFECT OF FINAL JUDGMENT**

Except as expressly provided in this Final Judgment, nothing in this Final Judgment is intended nor shall it be construed to preclude the People, or any state, county, city, or local agency, department, board or entity from exercising its authority under any law, statute or regulation.

**10. NON-LIABILITY OF THE PEOPLE**

The People shall not be liable for any injury or damage to persons or property resulting from acts or omissions by any Defendant in carrying out activities pursuant to this Final Judgment, nor shall the People be held as a party to or guarantor for any contract entered into by any Defendant in carrying out the requirements of this Final Judgment.

**11. NO WAIVER OF RIGHT TO ENFORCE**

The non-enforcement of this Final Judgment, or any provision therein, shall neither be deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. Such non-enforcement shall not preclude the Party from later enforcing the same or any other provision

1 of this Final Judgment. Except as expressly provided in this Final Judgment, each Defendant  
2 retains all defenses allowed by law to any such later enforcement. No oral advice, guidance,  
3 suggestions, or comments by employees or officials of any Party regarding matters covered in this  
4 Final Judgment shall be construed to relieve any Party of its obligations under this Final  
5 Judgment.

6 **12. APPLICATION OF FINAL JUDGMENT**

7 This Final Judgment shall apply to and be binding upon the People and upon each  
8 Defendant, including its successors and assigns.

9 **13. CONTINUING JURISDICTION**

10 The Court shall retain continuing jurisdiction to enforce the terms of this Final Judgment  
11 and to address any other matters arising out of or regarding this Final Judgment.

12 **14. INTERPRETATION**

13 This Final Judgment was drafted equally by the Parties. The Parties agree that the rule of  
14 construction holding that ambiguity is construed against the drafting Party shall not apply to the  
15 interpretation of this Final Judgment.

16 **15. INTEGRATION**

17 This Final Judgment constitutes the entire agreement between the Parties with respect to the  
18 subject matter set forth herein and may not be amended or supplemented except as provided for in  
19 the Final Judgment. No oral representations have been made or relied upon other than as  
20 expressly set forth herein.

21 **16. MODIFICATION OF FINAL JUDGMENT**

22 This Final Judgment may be modified upon written consent by all of the Parties with the  
23 approval of the Court or, if written consent to the proposed modification cannot be obtained, on  
24 noticed motion by one of the Parties.

25  
26  
27 Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT