

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 206683 NAME: Tanya E. Moore FIRM NAME: Moore Law Firm, P.C. STREET ADDRESS: 334 North Second Street CITY: San Jose STATE: CA ZIP CODE: 95112 TELEPHONE NO.: (408) 298-2000 FAX NO.: (408) 298-6046 E-MAIL ADDRESS: service@moorelawfirm.com ATTORNEY FOR (name): Plaintiff, Safe Products for Californians, LLC		<b>FOR COURT USE ONLY</b>  <b>on 5/28/2024 8:23 AM</b> <b>Reviewed By: M. Offhaus</b> <b>Case #19CV340967</b> <b>Envelope: 15453560</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA</b> STREET ADDRESS: 191 N. 1st Street MAILING ADDRESS: 191 N. 1st Street CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Downtown Superior Court		
PLAINTIFF/PETITIONER: Safe Products for Californians, LLC DEFENDANT/RESPONDENT: Vital Amine, Inc., et al. OTHER:		CASE NUMBER: 19CV340967
		JUDICIAL OFFICER: Frederick S. Chung
<b>PROPOSED ORDER (COVER SHEET)</b>		DEPT: 10

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:  
Plaintiff, Safe Products for Californians, LLC
2. Title of the proposed order:  
[Proposed] Consent Judgment
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: Motion for Approval of Settlement
  - b. Date and time: May 28, 2024 9:00 a.m.
  - c. Place: Downtown Superior Court, Department 10  
191 North First Street  
San Jose, CA 95112
4. The proposed order was served on the other parties in the case.

Tanya E. Moore

(TYPE OR PRINT NAME)

/s/ Tanya E. Moore

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:  
Safe Products for Californians, LLC v. Vital Amine, Inc., et al.

CASE NUMBER:  
19CV340967

**PROOF OF ELECTRONIC SERVICE  
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):  
334 North Second Street, San Jose CA 95112

b. My electronic service address is (*specify*): service@moorelawfirm.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):  
William F. Tarantino, attorney for Defendant Vital Amine, Inc.

b. To (*electronic service address of person served*): WTarantino@mofo.com

c. On (*date*): May 28, 2024

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 28, 2024

Whitney Law

(TYPE OR PRINT NAME OF DECLARANT)



/s/ Whitney Law

(SIGNATURE OF DECLARANT)

Tanya E. Moore, SBN 206683  
MOORE LAW FIRM, P.C.  
300 South First Street, Suite 342  
San Jose, California 95113  
Telephone (408) 298-2000  
Facsimile (408) 298-6046  
E-mail: service@moorelawfirm.com

Attorney for Plaintiff  
Safe Products for Californians, LLC

Filed  
July 11, 2024  
Clerk of the Court  
Superior Court of CA  
County of Santa Clara  
19CV340967  
By: raragon

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA**

SAFE PRODUCTS FOR CALIFORNIANS, LLC,	)	No. 19CV340967
	)	
Plaintiff,	)	<b>[PROPOSED] CONSENT JUDGMENT</b>
	)	
vs.	)	(Health & Safety Code § 25249.5, <i>et seq.</i> )
	)	
VITAL AMINE, INC. dba ORA ORGANIC; DOES 1 THROUGH 150, inclusive;	)	
	)	
Defendants.	)	
	)	
	)	
	)	
	)	

**1. INTRODUCTION**

**1.1 Parties**

This Consent Judgment (“Consent Judgment”) is entered into by and between plaintiff Safe Products for Californians, LLC (“SPFC”) and defendant Vital Amine, Inc. dba Ora Organic (“Vital Amine”). SPFC and Vital Amine are each referred to individually as a “Party” and collectively as the “Parties.” Defendant Amazon.com, Inc. (“Amazon,” and together with Vital Amine, collectively referred to as “Defendants”) is an intended third-party beneficiary of this Consent Judgment.

**[PROPOSED] CONSENT JUDGMENT**

1           **1.2     SPFC**

2           SPFC is a limited liability California company with its principal place of business within  
3 the State of California, County of Santa Clara, who seeks to promote awareness of exposures to  
4 toxic chemicals, and to improve human health by reducing or eliminating harmful substances  
5 contained in consumer and commercial products.

6           **1.3     Vital Amine**

7           Vital Amine employs ten or more persons and is a person in the course of doing business  
8 for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health  
9 and Safety Code section 25249.5 *et seq.* (“Proposition 65”).

10          **1.4     General Allegations**

11          SPFC alleges that powdered dietary supplements that Defendants manufacture, import,  
12 sell and/or distribute for sale in California cause exposure to lead and lead compounds  
13 (hereinafter referred to as “lead”) and that they do so without providing the health hazard  
14 warning that SPFC alleges is required by Proposition 65.

15          **1.5     Product Description**

16          The products that are covered by this Consent Judgment are the dietary supplements  
17 identified on Exhibit A, which are manufactured, imported, distributed, sold and/or offered for  
18 sale by Vital Amine and/or its customers in the state of California, hereinafter the “Products.”

19          **1.6     Notice of Violation**

20          On or about May 8, 2018, SPFC served Defendants, and certain requisite public  
21 enforcement agencies, with a 60-Day Notice of Violation (“Notice”), alleging that Defendants  
22 violated Proposition 65 when they failed to warn their customers and consumers in California  
23 that the Products expose users to lead and lead compounds. To the best of the Parties’ knowledge,  
24 no public enforcer has commenced and is diligently prosecuting the allegations set forth in the  
25 Notice.

26          **1.7     Complaint**

27          On January 9, 2019, SPFC commenced the instant action against Defendants for the  
28 alleged violations of Proposition 65 that are the subject of the Notice.

~~[PROPOSED]~~ CONSENT JUDGMENT

1                   **1.8     No Admission**

2                   Vital Amine denies the material, factual, and legal allegations contained in the Notice  
3 and Complaint, and maintains that all of the products that it has sold or distributed for sale in  
4 California, including the Products, have been, and are, in compliance with all laws. Nothing in  
5 this Consent Judgment shall be construed as an admission of any fact, finding, conclusion of  
6 law, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute  
7 or be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation  
8 of law, the same being specifically denied by Vital Amine. This Section shall not, however,  
9 diminish or otherwise affect Vital Amine’s obligations, responsibilities, and duties under this  
10 Consent Judgment.

11                   **1.9     Jurisdiction**

12                   For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
13 jurisdiction over Vital Amine as to the allegations contained in the Complaint, that venue is  
14 proper in the County of Santa Clara, and that the Court has jurisdiction to enter and enforce the  
15 provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure  
16 section 664.6.

17                   **1.10    Effective Date**

18                   For purposes of this Consent Judgment, the term “Effective Date” shall mean the date  
19 that the Court grants the motion for approval of this Consent Judgment contemplated by Section  
20 5.

21 **2.     INJUNCTIVE RELIEF**

22                   **2.1     Product Reformulation**

23                   As of the Effective Date, Vital Amine shall be permanently enjoined from manufacturing  
24 for sale in the State of California, “Distributing into the State of California,” or directly selling  
25 in the State of California, any Products which expose a person to a “Daily Lead Exposure Level”  
26 of more than 0.5 micrograms of lead per day (“Reformulated Product”) unless it meets the  
27 warning requirements under section 2.2. Products manufactured prior to the Effective Date are  
28 not subject to this requirement.

[~~PROPOSED~~] CONSENT JUDGMENT

**2.1.1** As used in this Consent Judgment, the term “Distributing into the State of California” shall mean to directly ship a Product into California for sale in California or to sell a Product to a distributor Vital Amine knows or has reason to know will sell the Products in California.

**2.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure Level” shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of recommended daily servings appearing on the label), which equals micrograms of lead exposure per day. If the label contains no recommended daily servings, then the number of recommended daily shall be one. Naturally occurring lead, as defined in section 2.1.3, shall not be included in the Daily Lead Exposure Level.

**2.1.3** The amount of lead deemed “naturally occurring” in each of the Supplement Products is the sum of the amounts of “naturally occurring” lead supplied by the quantity of each ingredient listed in Table 2.1.1 that is present in each Product. For each ingredient listed in Table 2.1.1, the amount of lead deemed “naturally occurring” is listed in Table 2.1.1 in micrograms of “naturally occurring” lead per gram of the ingredient contained in the Supplement Product.

**Table 2.1.1**  
**Ingredient Amount of lead (Pb) per gram of ingredient**  
**deemed naturally occurring**

Calcium	0.8 micrograms Pb per 1000 milligrams of calcium
Ferrous fumarate	0.4 micrograms Pb per gram of ferrous fumarate
Zinc Oxide	8.0 micrograms Pb per gram of zinc oxide
Magnesium oxide	0.4 micrograms Pb per gram of magnesium oxide
Magnesium carbonate	0.332 micrograms Pb per gram of magnesium carbonate
Magnesium hydroxide	0.4 micrograms Pb per gram of magnesium hydroxide
Zinc gluconate	0.8 micrograms Pb per gram of zinc gluconate
Potassium chloride	1.1 micrograms Pb per gram of potassium chloride

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1 To the extent any Product contains ingredients that are subject to the consent judgment  
2 and related releases in *As You Sow v. Trader Joe's Company*, San Francisco Superior Court Case  
3 No. CGC-15-548791, the lead content attributed to those Chocolate Product ingredients, as that  
4 term is defined in the consent judgment, and the related exemptions in that judgment shall be  
5 deemed naturally occurring and exclude from the Daily Lead Exposure Calculation.

## 6 **2.2 Clear and Reasonable Warnings**

7 For Products that are not Reformulated Products and are directly sold or offered for sale  
8 in California by Vital Amine, Vital Amine shall only sell or offer for sale in California Products  
9 accompanied with the following warning:

### 10 **OPTION 1:**

11 **WARNING:** Consuming this product can expose you to [chemicals including] lead,  
12 which is [are] known to the State of California to cause [cancer and] birth defects and other  
13 reproductive harm. For more information, go to: [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

14 **OR:**

### 15 **OPTION 2:**

16 **WARNING:** [Cancer and] Reproductive Harm – [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

17 Vital Amine shall use the phrase “cancer and” in the Warning if Vital Amine has reason  
18 to believe that the “Daily Lead Exposure Level” is greater than 15 micrograms of lead as  
19 determined pursuant to the quality control methodology set forth in Section 2.5 or if Vital Amine  
20 has reason to believe that another Proposition 65 chemical is present which may require a cancer  
21 warning. The words “chemicals including” may be deleted from the warning content if the  
22 warning is being provided for an exposure to lead only.

23 The warning provided pursuant to Section 2.4 shall be prominently affixed to or printed  
24 upon the container or label of each Product. If the Warning is provided on the label, it must be  
25 set off from other surrounding information and enclosed in a box. In addition, for any Product  
26 sold over the internet where a California delivery address is indicated, the Warning shall be  
27 provided either by including the Warning on the product display page, by otherwise prominently  
28 displaying the Warning to the purchaser during the checkout process prior to completing the

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1 purchase, or by any other means authorized under Section 25607.1 of Title 27 of the California  
2 Code of Regulations. An asterisk or other identifying method must be utilized to identify which  
3 products on the checkout page are subject to the Warning.

4 In the event Vital Amine provides the Warning pursuant to OPTION 2, above, the entire  
5 Warning must be in a type size no smaller than the largest size used for other consumer  
6 information on the product, and in no case shall the Warning appear in a type size smaller than  
7 6-point type. For all Warnings, the word "WARNING" shall be in all capital letters in bold print.  
8 No statements intended to or likely to have the effect of diminishing the impact of the Warning  
9 on the average lay person shall accompany the Warning. Further, no statements may accompany  
10 the Warning that state or imply that the source of the listed chemical has an impact on or results  
11 in a less harmful effect of the listed chemical.

12 Vital Amine must display the above Warning on the Products' packaging, labeling,  
13 website or instruction booklet and displayed with such conspicuousness, as compared with other  
14 words, statements, or designs as to render it likely to be read and understood by an ordinary  
15 individual under customary conditions of purchase or use. Products manufactured prior to the  
16 Effective Date are not subject to the requirements of Section 2.3.

## 17 **2.3 Testing and Quality Control Methods**

18 **2.3.1** Beginning within one year of the Effective Date, Vital Amine shall arrange for  
19 lead testing of the Products at least once a year for a minimum of two consecutive years by  
20 arranging for testing of three randomly selected samples of each of the Products, in the form  
21 intended for sale to the end-user, which Vital Amine intends to sell or is manufacturing for sale  
22 in California, directly selling to a consumer in California or "Distributing into the State of  
23 California." If tests conducted pursuant to this Section demonstrate that no Warning is required  
24 for a Product during each of the two consecutive years, then the testing requirements of this  
25 Section will no longer be required as to that Product.

26 **2.3.2** All testing pursuant to this Consent Judgment shall be performed using a  
27 laboratory method that complies with the performance and quality control factors appropriate  
28 for the method used, including limit of detection, qualification, accuracy, and precision that

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meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (“ICP-MS”) achieving a limit of qualification of less than or equal to 0.010 mg/kg.

**2.3.3** All testing pursuant to this Consent Judgment shall be performed by an independent third-party laboratory certified by the California Environmental Laboratory Accreditation Program or an independent third-party laboratory that is registered with the United States Food & Drug Administration.

**2.3.4** Nothing in this Consent Judgment shall limit Vital Amine’s ability to conduct, or require that others conduct, additional testing of the Products, including the raw materials used in their manufacture.

**2.3.5** Within sixty (60) days of SPFC’s written request, Vital Amine shall deliver lab reports obtained pursuant to Section 2.3 to SPFC. Vital Amine shall retain all test results and documentation for a period of three years from the date of each test.

### **3. MONETARY SETTLEMENT TERMS**

#### **3.1 Payments Pursuant to Health and Safety Code § 25249.7(b)(2)**

Pursuant to Health and Safety Code section 25249.7(b), Vital Amine shall pay civil penalties in the amount of \$2,000. The penalty payment shall be allocated according to Health and Safety Code section 25249.12(c)(1) and (d), with 75% of the penalty amount paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty paid to SPFC. SPFC’s counsel shall be responsible for remitting Vital Amine’s penalty payment under this Consent Judgment to OEHHA. By February 16, 2024, Vital Amine shall disburse \$2,000 to SPFC’s counsel’s trust account to be held in trust for this purpose pending Court approval of settlement. The funds shall be disbursed in the form of a check payable to “Moore Law Firm, P.C., Trust Account,” in the amount of \$2,000. Within 30 days of the Effective Date, SPFC’s counsel shall disburse \$1,500 of said funds in the form of a check, payable to OEHHA in the amount of \$1,500.

#### **3.2 Reimbursement of Attorneys’ Fees and Costs**

For all work performed as a result of investigating, bringing this matter to Defendants’ attention and negotiating a settlement in the public interest through the mutual execution of this

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1 Consent Judgment and the Court's approval of the same, but exclusive of fees and costs on  
2 appeal, if any, Vital Amine shall reimburse SPFC and its counsel \$68,000. The Parties negotiated  
3 this resolution of the compensation due to SPFC and its counsel under general contract principles  
4 and the private attorney general doctrine codified at California Code of Civil Procedure § 1021.5.  
5 By February 16, 2024, Vital Amine shall disburse \$68,000 to SPFC's counsel's trust account to  
6 be held in trust for this purpose pending Court approval of settlement. The funds shall be  
7 disbursed in the form of a check payable to "Moore Law Firm, P.C., Trust Account," in the  
8 amount of \$68,000. Following Court approval of this settlement, SPFC's counsel shall disburse  
9 said funds in the form of a check payable to "Moore Law Firm, P.C." which shall be delivered  
10 to the address in Section 3.3 within 30 days of the Effective Date. The reimbursement shall cover  
11 all fees and costs incurred by SPFC investigating, bringing this matter to Defendants' attention,  
12 litigating, and negotiating a settlement of the matter in the public interest.

### 13 **3.3 Payment Procedures**

14 The payments pursuant to Sections 3.1 and 3.2 shall be delivered to the following  
15 address:

16 Moore Law Firm, P.C.  
17 Attn: Proposition 65 (SPFC)  
18 300 South First Street, Suite 342  
San Jose, California 95113

19 If for any reason this Consent Judgment is not entered by the Court within one year of  
20 the date the Consent Judgment is executed by all Parties, or if the Court twice denies a Motion  
21 for Approval of this Consent Judgment, SPFC shall meet and confer with Vital Amine about  
22 mutually agreeable steps the Parties can take to ensure entry of the Consent Judgment. If such  
23 steps cannot be agreed between the Parties, SPFC shall promptly return to Vital Amine any and  
24 all monies disbursed by Vital Amine herein under Sections 3.1 and 3.2 upon Vital Amine's  
25 written request.

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~~PROPOSED~~ CONSENT JUDGMENT

1 **4. CLAIMS COVERED AND RELEASED**

2 **4.1 SPFC's Release of Proposition 65 Claims**

3 SPFC, acting on its own behalf and in the public interest, releases Defendants and their  
4 parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees,  
5 and attorneys and the predecessors, successors, or assigns of each of them ("Releasees") and  
6 each entity to whom Defendants directly or indirectly distribute or sell the Products including,  
7 but not limited to, their downstream distributors, wholesalers, customers, retailers, franchisers,  
8 cooperative members, licensors and licensees ("Downstream Releasees") for any violations of  
9 Proposition 65 up through the Effective Date based on exposure to lead from Covered Products  
10 manufactured, imported, distributed, or sold by Vital Amine as set forth in the Notices of  
11 Violations. Compliance with the terms of this Consent Judgment constitutes compliance with  
12 Proposition 65 with respect to exposure to lead from Covered Products as set forth in the Notices  
13 of Violations.

14 **4.2 SPFC's Individual Release of Claims**

15 SPFC, in its own capacity only and on its own behalf and on behalf of its past and current  
16 agents, representatives, attorneys, successors, and/or assignees and *not* in its representative  
17 capacity, also provides a release to Defendants, Releasees, and Downstream Releasees, which  
18 shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of  
19 action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and  
20 demands of SPFC of any nature, character or kind, whether known or unknown, suspected or  
21 unsuspected, arising out of alleged or actual exposures to lead in Products manufactured,  
22 imported, distributed or sold by Defendants before the Effective Date.

23 **4.3 Vital Amine's Release of SPFC**

24 Vital Amine, on its own behalf and on behalf of its past and current agents,  
25 representatives, attorneys, successors and/or assignees, hereby waives any and all claims against  
26 SPFC and its attorneys and other representatives, for any and all actions taken or statements  
27 made (or those that could have been taken or made) by SPFC and its attorneys and other  
28 representatives in the course of investigating claims, seeking to enforce Proposition 65 against

[PROPOSED] CONSENT JUDGMENT

1 it in this matter, or with respect to the Products.

2 **5. COURT APPROVAL**

3 This Consent Judgment is not effective until it is approved and entered by the Court and  
4 shall be null and void if, for any reason, it is not approved and entered by the Court within one  
5 year after it has been fully executed by all Parties, unless the Parties mutually agree to extend  
6 that time period due to what they mutually agree are reasonably unforeseeable circumstances.  
7 SPFC and Vital Amine agree to support the entry of this agreement as a judgment, and to obtain  
8 the Court's approval of their settlement in a timely manner. The Parties acknowledge that,  
9 pursuant to California Health and Safety Code section 25249.7(f), a noticed motion is required  
10 for judicial approval of this Consent Judgment, which SPFC shall draft and file and Vital Amine  
11 shall support, appearing at the hearing if so requested.

12 **6. SEVERABILITY**

13 If, subsequent to the execution of this Consent Judgment as a judgment, any provision of  
14 this Consent Judgment is held by a court to be unenforceable, the validity of the remaining  
15 provisions shall not be adversely affected.

16 **7. GOVERNING LAW**

17 The terms of this Consent Judgment shall be governed by the laws of the State of  
18 California and apply within the State of California. In the event that Proposition 65 is repealed,  
19 preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the  
20 Products, then Vital Amine may provide SPFC with written notice of any asserted change in the  
21 law, and shall have no further obligations pursuant to this Consent Judgment, with respect to,  
22 and to the extent that, the Products are so affected. Nothing in this Consent Judgment shall be  
23 interpreted to relieve Vital Amine from its obligation to comply with any pertinent state or  
24 federal law or regulation.

25 **8. NOTICE**

26 Unless specified herein, all correspondence and notice required by this Consent  
27 Judgment shall be in writing and sent by: (i) personal delivery, (ii) first-class registered or  
28 certified mail, return receipt requested; or (iii) a recognized overnight courier to any Party by the

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other at the following addresses:

To Vital Amine:

William F. Tarantino  
Attn: Proposition 65 (Vital Amine)  
425 Market Street  
San Francisco, CA 94105

To SPFC:

Moore Law Firm, P.C.  
Attn: Proposition 65 (SPFC)  
300 South First Street, Suite 342  
San Jose, California 95113

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

**9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

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

**10. COMPLIANCE WITH REPORTING REQUIREMENTS**

SPFC and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code section 25249.7(f).

**11. MODIFICATION**

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

**12. OTHER TERMS**

**12.1 No Other Agreements**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter set forth in this Consent Judgment, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are deemed merged. There are no warranties, representations, or other agreements between the Parties except as expressly set forth in this Consent Judgment. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party. No other agreements not specifically contained or referenced in

~~PROPOSED~~ CONSENT JUDGMENT

1 this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any of the Parties.  
2 No supplementation, modification, waiver, or termination of this Consent Judgment shall be  
3 binding unless executed in writing by the Party to be bound. No waiver of any of the provisions  
4 of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other  
5 provisions whether or not similar, nor shall such waiver constitute a continuing waiver. Nothing  
6 in this Consent Judgment shall release, or in any way affect any rights that Vital Amine might  
7 have against any other party.


## 8 **12.2 Construction**

9 The Parties, including their counsel, have participated in the preparation of this Consent  
10 Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This Consent  
11 Judgment was subject to revision and modification by the Parties and has been accepted and  
12 approved as to its final form by all Parties and their Counsel. Accordingly, any uncertainty or  
13 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
14 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
15 agrees that any statute or rule of construction providing that ambiguities are to be resolved  
16 against the drafting Party should not be employed in the interpretation of this Consent Judgment  
17 and, in this regard the Parties hereby waive California Civil Code section 1654.

## 18 **13. AUTHORIZATION**

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

22  
23 Dated: Feb 22, 2024

  
KR Moore (Feb 22, 2024 13:38 PST)

Safe Products for Californians, LLC  
By: Randy Moore, Operating Manager

24  
25  
26 Dated: \_\_\_\_\_

  
Vital Amine, Inc. dba Ora Organic  
By: William Smelko, Chief Executive Officer

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[PROPOSED] CONSENT JUDGMENT

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**EXHIBIT A**

- Superfood Protein Supplement – Vanilla Chai
- Organic Superfood Acai Powder
- Easy Being Green – Organic Alkaline Greens Powder

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~~PROPOSED~~ ORDER AND JUDGMENT

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

IT IS SO ORDERED.

June 17, 2024  
Dated: \_\_\_\_\_



  
Hon. Frederick Chung

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