

EFS-020


ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Tanva E. Moore. SBN 206683 FIRM NAME: Mission Law Firm. A.P.C. STREET ADDRESS: 332 North Second Street CITY: San Jose STATE: CA ZIP CODE: 95112 TELEPHONE NO.: (408) 298-2000 FAX NO.: (408) 298-6046 E-MAIL ADDRESS: prop65@mission.legal ATTORNEY FOR (name): Plaintiff, Safe Products for Californians. LLC		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Sireet MAILING ADDRESS: 191 North First Sireet CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Downtown Suerior Court		
PLAINTIFF/PETITIONER: Safe Products for Californians, LLC DEFENDANT/RESPONDENT: The Natural Citizen LLC, et al. OTHER:		CASE NUMBER: 18CV335860
		JUDICIAL OFFICER: Mark H. Pierce
PROPOSED ORDER (COVER SHEET)		DEPT: 2

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:
Safe Products for Californians, LLC
2. Title of the proposed order:
[PROPOSED] JUDGMENT PURSUANT TO TERMS OF PROPOSITION 65 SETTLEMENT AND CONSENT JUDGMENT
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: MOTION TO APPROVE PROPOSITION 65 SETTLEMENT AND CONSENT JUDGMENT
 - b. Date and time: April 18, 2019 and 9:00 a.m.
 - c. Place: Department 2, Judge Mark H. Pierce, Downtown Superior Court, 191 North First Street, San Jose, CA 95113
4. The proposed order was served on the other parties in the case.

Tanya E. Moore, Esq.

(TYPE OR PRINT NAME)

► 
(SIGNATURE OF PARTY OR ATTORNEY)

Page 1 of 2

CASE NAME:

Safe Products for Californians, LLC v. The Natural Citizen LLC, et al.

CASE NUMBER:

18CV335860

**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*):

Moore Law Firm. P.C., 332 North Second Street, San Jose, CA 95112

b. My electronic service address is (*specify*): isaac@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.*):
Jeffrey Margulies, Esq., Attorneys for Defendants, THE NATURAL CITIZEN LLC and SF MARKETS, LLC

b. To (*electronic service address of person served*): jeff.margulies@nortonrosefulbright.com

c. On (*date*): February 25, 2019

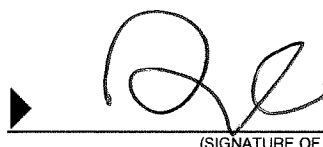
☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: February 25, 2019

Isaac Medrano

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

1 Tanya E. Moore, SBN 206683
MOORE LAW FIRM, P.C.
2 332 North Second Street
San Jose, California 95112
3 Telephone (408) 298-2000
Facsimile (408) 298-6046
4 E-mail: service@moorelawfirm.com

5 Attorney for Plaintiff
Safe Products for Californians, LLC
6

Filed
January 7, 2020
Clerk of the Court
Superior Court of CA
County of Santa Clara
18CV335860
By: tturner

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SANTA CLARA**

10
11 **SAFE PRODUCTS FOR CALIFORNIANS,**
12 **LLC,**

13 **Plaintiff,**

14 **vs.**

15 **THE NATURAL CITIZEN LLC, et al.**

16 **Defendants.**
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No. 18CV335860

**[PROPOSED] JUDGMENT PURSUANT
TO TERMS OF PROPOSITION 65
SETTLEMENT AND CONSENT
JUDGMENT**

Date: April 18, 2019

Time: 9:00 a.m.

Department: 2

Honorable Mark H. Pierce

**[PROPOSED] JUDGMENT PURSUANT TO TERMS OF PROPOSITION 65 SETTLEMENT AND
CONSENT JUDGMENT**

1 Plaintiff, Safe Products for Californians, LLC, and Defendant, The Natural Citizen
2 LLC, having agreed through their respective counsel that Judgment be entered pursuant to the
3 terms of their settlement agreement in the form of a Consent Judgment, and following this
4 Court's issuance of an Order approving the parties' Proposition 65 settlement and Consent
5 Judgment,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that, pursuant to
7 Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is
8 hereby entered in accordance with the terms of the Consent Judgment attached hereto as
9 Exhibit 1. By stipulation of the parties, the Court will retain jurisdiction to enforce the
10 settlement under Code of Civil Procedure § 664.6.

11 **IT IS SO ORDERED.**

12
13
14 Dated: January 6, 2020

Signed: 1/6/2020 11:55 AM



JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

1 Tanya E. Moore, SBN 206683
MOORE LAW FIRM, P.C.
2 332 North Second Street
San Jose, California 95112
3 Telephone (408) 298-2000
Facsimile (408) 298-6046
4 E-mail: service@mission.legal

5 Attorneys for Plaintiff
Safe Products for Californians, LLC
6
7

8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SANTA CLARA**
10

11 **SAFE PRODUCTS FOR CALIFORNIANS,**
12 **LLC,**

13 **Plaintiff,**

14 **vs.**

15 **THE NATURAL CITIZEN LLC, et al.;**

16 **Defendants.**
17

No. 18CV335860

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.5, *et seq.*)

18
19 **1. INTRODUCTION**

20 **1.1 Parties**

21 This Consent Judgment (“Consent Judgment”) is entered into by and between plaintiff
22 Safe Products for Californians, LLC (“SPFC”) and defendant The Natural Citizen LLC (“TNC”).
23 SPFC and TNC are each referred to individually as a “Party” and collectively as the “Parties.”
24 Defendant SF Markets, Inc. (“SFM,” and together with TNC, collectively referred to as
25 “Defendants”) is an intended third-party beneficiary of this Consent Judgment.

26 **1.2 SPFC**

27 SPFC is a limited liability California company with its principal place of business within
28 the State of California, County of Santa Clara, who seeks to promote awareness of exposures to

[PROPOSED] CONSENT JUDGMENT

1 toxic chemicals, and to improve human health by reducing or eliminating harmful substances
2 contained in consumer and commercial products.

3 **1.3 TNC**

4 For purposes of this Consent Judgment only, the Parties stipulate, and TNC does not
5 dispute, that TNC employs ten or more persons and is a person in the course of doing business
6 for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
7 and Safety Code section 25249.5 *et seq.* (“Proposition 65”).

8 **1.4 General Allegations**

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

13 **1.5 Product Description**

14 The products that are covered by this Consent Judgment are identified as “Organic
15 Energy Dietary Supplement,” UPC# 869331000130, “Organic Protein Dietary Supplement,”
16 UPC# 8-6933100010-9, “Organic Digest Dietary Supplement,” UPC# 8-6933100012-3, and
17 “Organic Greens Dietary Supplement,” UPC# 8-6933100011-6, that are manufactured,
18 imported, distributed, sold and/or offered for sale by TNC and/or its customers in the state of
19 California, hereinafter the “Products.”

20 **1.6 Notice of Violation**

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

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1 **1.7 Complaint**

2 On October 4, 2018, SPFC commenced the instant action against Defendants for the
3 alleged violations of Proposition 65 that are the subject of the Notice.

4 **1.8 No Admission**

5 The parties enter into this Consent Judgment pursuant to a full settlement of disputed
6 claims between the Parties as alleged in the Complaint for the purpose of avoiding prolonged
7 litigation. By execution of this Consent Judgment TNC does not admit any material, factual,
8 and legal allegations contained in the Notice and Complaint, and maintains that all of the
9 products that it has sold or distributed for sale in California, including the Products, have been,
10 and are, in compliance with all laws. Nothing in this Consent Judgment shall be construed as an
11 admission of any fact, finding, conclusion of law, issue of law, or violation of law, nor shall
12 compliance with this Consent Judgment constitute or be construed as an admission of any fact,
13 finding, conclusion of law, issue of law, or violation of law, the same being specifically denied
14 by TNC. Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy
15 or defense that TNC may have in any other further legal proceedings unrelated to this Action.
16 This Section shall not, however, diminish or otherwise affect TNC's obligations, responsibilities,
17 and duties under this Consent Judgment.

18 **1.9 Jurisdiction**

19 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
20 jurisdiction over TNC as to the allegations contained in the Complaint, that venue is proper in
21 the County of Santa Clara, and that the Court has jurisdiction to enter and enforce the provisions
22 as a full and final binding resolution of all claims which were or could have been raised in the
23 Complaint based on the facts alleged therein and/or notice of this Consent Judgment pursuant
24 to Proposition 65 and Code of Civil Procedure section 664.6.

25 **1.10 Effective Date**

26 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date
27 that this Consent Judgment is signed by all Parties.

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1 **2. INJUNCTIVE RELIEF**

2 **2.1 Product Removal**

3 Commencing ninety (90) days after the Effective Date and continuing thereafter, TNC
4 shall only ship, distribute, sell or offer for sale in California, Reformulated Product pursuant to
5 Section 2.2 or Product that is labeled with a clear and reasonable warning pursuant to Section
6 2.3. TNC and its Downstream Releasees shall have no obligation to label Products that were
7 shipped prior to the Effective Date.

8 **2.1.1** For purposes of this Consent Judgment, the “Daily Lead Exposure Level” shall
9 be measured in micrograms, and shall be calculated using the following formula: micrograms of
10 lead per gram of product, multiplied by grams of product per serving of the product (using the
11 largest serving size appearing on the product label), multiplied by servings of the product per
12 day (using the largest number of recommended daily servings appearing on the label), which
13 equals micrograms of lead exposure per day. If the label contains no recommended daily
14 servings, then the number of recommended daily shall be one.

15 **2.2 Reformulated Covered Products**

16 Reformulated Covered Products are Covered Products manufactured after the Effective
17 date for which the “Daily Lead Exposure Level” is no greater than 0.5 micrograms of lead per
18 day.

19 **2.3 Clear and Reasonable Warnings**

20 For any Products directly sold or offered for sale in California by TNC after the Effective
21 Date, TNC shall only sell or offer for sale in California Products accompanied with the following
22 warning:

23 **OPTION 1:**

24 “[new Prop 65 symbol] **WARNING:** Consuming this product can expose you to
25 [chemicals including] lead which is [are] known to the State of California to cause [cancer and]
26 birth defects and other reproductive harm. For more information go to:
27 www.P65warnings.CA.gov/food”

28 //

1 OR:

2 **OPTION 2:**

3 “[new Prop 65 symbol] **WARNING:** [Cancer and] Reproductive Harm –
4 www.P65Warnings.ca.gov”

5 For Products manufactured prior to August 30, 2018, TNC may affix a clear and
6 reasonable warning that complies with (a) the warning requirements in California Code of
7 Regulations, Title 27, Article 6 (Section § 2560 et seq.) that are operative on the Effective Date,
8 or (b) the warning requirements in California Code of Regulations, Title 27, Article 6 (section
9 §25601 et seq.) that were approved on August 30, 2016 and become operative on August 30,
10 2018.

11 The warning provided pursuant to Section 2.3 shall be prominently affixed to or printed
12 upon the container or label of each Product. If the Warning is provided on the label, it must be
13 set off from other surrounding information and enclosed in a box. In addition, for any Product
14 sold over the internet where a California delivery address is indicated, the Warning shall be
15 provided either by including the Warning on the product display page, by otherwise prominently
16 displaying the Warning to the purchaser during the checkout process prior to completing the
17 purchase, or by any other means authorized under Section 25607.1 of Title 27 of the California
18 Code of Regulations. An asterisk or other identifying method must be utilized to identify which
19 products on the checkout page are subject to the Warning.

20 In the event TNC provides the Warning pursuant to OPTION 2, above, the entire
21 Warning must be in a type size no smaller than the largest size used for other consumer
22 information on the product, and in no case shall the Warning appear in a type size smaller than
23 6-point type. For all Warnings, the word “WARNING” shall be in all capital letters in bold print.
24 No statements intended to or likely to have the effect of diminishing the impact of the Warning
25 on the average lay person shall accompany the Warning. Further, no statements may accompany
26 the Warning that state or imply that the source of the listed chemical has an impact on or results
27 in a less harmful effect of the listed chemical.

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1 TNC must display the above Warning on the Products' packaging, labeling, website or
2 instruction booklet and displayed with such conspicuousness, as compared with other words,
3 statements, or designs as to render it likely to be read and understood by an ordinary individual
4 under customary conditions of purchase or use.

5 **3. MONETARY SETTLEMENT TERMS**

6 **3.1 Payments Pursuant to Health and Safety Code § 25249.7(b)(2)**

7 Pursuant to Health and Safety Code section 25249.7(b), TNC shall pay civil penalties in
8 the amount of \$2,000.00. The penalty payment shall be allocated according to Health and Safety
9 Code section 25249.12(c)(1) and (d), with 75% of the penalty amount paid to the California
10 Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the
11 penalty paid to SPFC. SPFC's counsel shall be responsible for remitting TNC's penalty payment
12 under this Consent Judgment to OEHHA. On or before January 4, 2019, TNC shall issue a check
13 payable to "Safe Products for Californians, LLC" in the amount of \$500.00, and a check payable
14 to OEHHA in the amount of \$1,500.00. These penalty payments shall be delivered to the address
15 listed in Section 3.3 below.

16 **3.2 Reimbursement of Attorneys' Fees and Costs**

17 For all work performed as a result of investigating, bringing this matter to Defendants'
18 attention and negotiating a settlement in the public interest through the mutual execution of this
19 Consent Judgment and the Court's approval of the same, but exclusive of fees and costs on
20 appeal, if any, TNC shall reimburse SPFC and its counsel \$19,939.91. The Parties negotiated
21 this resolution of the compensation due to SPFC and its counsel under general contract principles
22 and the private attorney general doctrine codified at California Code of Civil Procedure § 1021.5.
23 TNC's payment shall be due by January 4, 2019, and delivered to the address in Section 3.3 in
24 the form of a check payable to "Moore Law Firm, P.C." The reimbursement shall cover all fees
25 and costs incurred by SPFC investigating, bringing this matter to Defendants' attention,
26 litigating, and negotiating a settlement of the matter in the public interest.

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1 **3.3 Payment Procedures**

2 The payments pursuant to Sections 3.1 and 3.2 shall be delivered to the following
3 address:

4 Moore Law Firm, P.C.
5 Attn: Proposition 65 (SPFC)
6 332 North Second Street
 San Jose, California 95112

7 If for any reason this Consent Judgment is not entered by the Court within one year of
8 the date the Consent Judgment is executed by all Parties, SPFC shall meet and confer with TNC
9 about mutually agreeable steps the Parties can take to ensure entry of the Consent Judgment. If
10 such steps cannot be agreed between the Parties, SPFC shall promptly return to TNC any and all
11 monies paid by TNC herein under Sections 3.1 and 3.2 upon TNC's written request.

12 **4. CLAIMS COVERED AND RELEASED**

13 **4.1 SPFC's Public Release of Proposition 65 Claims**

14 This Consent Judgment is a full, final, and binding resolution between SPFC, acting on
15 its own behalf and on behalf of the public interest, releases Defendants and their parents,
16 subsidiaries, affiliated entities under common ownership, directors, shareholders, officers,
17 employees, and attorneys and the predecessors, agents, suppliers, successors, or assigns of each
18 of them ("Defendant Releasees") and each entity to whom Defendants directly or indirectly
19 distribute or sell the Products including, but not limited to manufacturers, suppliers downstream
20 distributors, wholesalers, customers, retailers, franchisers, cooperative members, licensors and
21 licensees, retailers, franchisees, and cooperative members, including Sprouts Farmers Market,
22 Inc. ("collectively Downstream Releasees") for any claims with respect to any Products
23 manufactured, imported, distributed or sold by Defendants and Downstream Releasees on or
24 prior to the date of entry of this Consent Judgment, including but not limited to any violations
25 arising under Proposition 65 that was or could have been asserted in the Complaint against TNC,
26 Defendant Releasees and Downstream Releasees for unwarned exposures to lead from the
27 Products manufactured, imported, distributed or sold by Defendants prior to the Effective Date.
28 This Consent Judgment shall have preclusive effect such that no other person or entity, whether

1 purporting to act in his, her or its interest or the public interest shall be permitted to pursue and/or
2 take any action with respect to any violation of Proposition 65 that was alleged in the Complaint
3 or that could have been brought pursuant to the Notice against TNC, Defendant Releasees and
4 Downstream Releasees ("Proposition 65 Claims") as to alleged exposure to the Chemicals in the
5 product, compliance with the terms of this Consent Judgment constitutes compliance with
6 Proposition 65 by Defendants and it is deemed sufficient to satisfy all obligations concerning
7 compliance by Defendant Releasees and Downstream Releasees with respect to the alleged or
8 actual failure to warn about exposures to lead from Products manufactured, sold or distributed
9 for sale and any and all other requirement of Proposition 65 with respect to the products by
10 Defendants after the Effective Date.

11 **4.2 SPFC's Individual Release of Claims**

12 SPFC, in its own capacity only and on its own behalf and on behalf of its past and current
13 agents, representatives, attorneys, successors, and/or assignees and *not* in its representative
14 capacity, also provides a release to TNC, Defendants, Releasees, and Downstream Releasees,
15 which shall have preclusive effect such that SPFC shall not be permitted to pursue and/or take
16 any action with respect to any other statutory or common law claim to the fullest extent that any
17 such claim was or could have been asserted by SPFC against Defendants which shall be effective
18 as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations,
19 costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of SPFC of any
20 nature, character or kind, whether known or unknown, suspected or unsuspected, arising out of
21 alleged or actual exposures to lead in Products manufactured, imported, distributed or sold by
22 Defendants, or the failure to provide a clear and reasonable warning of exposure as well as any
23 other claim based in whole or in part on the facts alleged in the Complaint and the Notice, based
24 on actions committed by Defendants before the Effective Date.

25 **4.3 Waiver of Rights Under Section 1542 of the California Civil Code**

26 As to SPFC's public release of Proposition 65 Claims set forth in Section 4.1 ("Public
27 Release") and its individual release of Chemical Exposure set forth in 4.2 ("Individual Release"),
28 SPFC, acting on his own behalf and on behalf of the public with respect to the Public Release

1 and acting in his individual capacity with respect to the Individual Release, waives all rights to
2 institute any and all manner of actions, causes of action, claims, demands, rights, suits,
3 obligations, debts, contracts, agreements, promises liabilities, damages, charges, losses, costs,
4 expenses and attorney's fees of any nature whatsoever, known or unknown , in law or equity,
5 fixed or contingent now or in the future with respect to the Products manufactured, distributed,
6 or sold by TNC, Defendant Releasees, and Downstream Releasees who may use, maintain,
7 distribute or sell the Products, for the Proposition 65 Claims and the Chemical Exposure Claims
8 (referred to collectively in this Sections as "Claims"). In furtherance of the foregoing, SPFC,
9 acting on its own behalf and on behalf of the public with respect to the Public Release and acting
10 in its individual capacity with respect to the Individual Release waives any and all rights and
11 benefits which SPFC now has, or in the future may have, conferred upon SPFC with respect to
12 the Claims by virtue of the provisions of §1542 of the California Civil Code, which provides as
13 follows:

14
15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
16 CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS OR HER FAVOR AT THE
17 TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
18 HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

19
20 **4.3 TNC's Release of SPFC**

21 TNC, on its own behalf and on behalf of its past and current agents, representatives,
22 attorneys, successors and/or assignees, hereby waives any and all claims against SPFC and its
23 attorneys and other representatives, for any and all actions taken or statements made (or those
24 that could have been taken or made) by SPFC and its attorneys and other representatives in the
25 course of investigating claims, seeking to enforce Proposition 65 against it in this matter.

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1 **5. ENTRY OF CONSENT JUDGMENT**

2 The Parties hereby request that the Court promptly enter this Consent Judgment. Upon
3 entry of this Consent Judgment, SPFC and TNC waive their respective rights to a hearing or trial
4 on the allegations of the Complaint and 60-Day Notice.

5 **5.1 COURT APPROVAL**

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

15 **6. SEVERABILITY**

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

19 **7. GOVERNING LAW**

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

28 //

1 **8. NOTICE**

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

6 To TNC:

7 Nadia Velazquez Moreno
8 1108 Lavaca Street, 110-186
9 Austin, TX 78701

 To SPFC:

 Moore Law Firm, P.C.
 Attn: Proposition 65 (SPFC)
 332 North Second Street
 San Jose, California 95112

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

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

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

16 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

19 **11. MODIFICATION**

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

23 **12. OTHER TERMS**

24 **12.1 No Other Agreements**

25 This Consent Judgment contains the sole and entire agreement and understanding of the
26 Parties with respect to the entire subject matter set forth in this Consent Judgment, and any and
27 all prior discussions, negotiations, commitments, or understandings related thereto, if any, are
28 deemed merged. There are no warranties, representations, or other agreements between the

1 Parties except as expressly set forth in this Consent Judgment. No representations, oral or
2 otherwise, express or implied, other than those specifically referred to in this Consent Judgment
3 have been made by any Party. No other agreements not specifically contained or referenced in
4 this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any of the Parties.
5 No supplementation, modification, waiver, or termination of this Consent Judgment shall be
6 binding unless executed in writing by the Party to be bound. No waiver of any of the provisions
7 of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other
8 provisions whether or not similar, nor shall such waiver constitute a continuing waiver. Nothing
9 in this Consent Judgment shall release, or in any way affect any rights that TNC might have
10 against any other party.


11 **12.2 Construction**

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

22 **13. AUTHORIZATION**

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

26
27 Dated: Dec 21, 2018

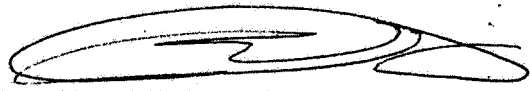

K Randy Moore (Dec 21, 2018)

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

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[PROPOSED] CONSENT JUDGMENT

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Dated: 12/19/2018



The Natural Citizen LLC
By: Nadia Velazquez Moreno, Managing Member