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8 Attorneys for Defendant
9 LA TORTILLA FACTORY INC.

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12 CALSAFE RESEARCH CENTER, INC., a
13 California non-profit corporation,

14 Plaintiff,

15 vs.

16 LA TORTILLA FACTORY INC., a California
17 stock corporation; and DOES 1 to 10,

18 Defendants.

Case No. 22TRCV01288

**NOTICE OF ENTRY OF ORDER
GRANTING CONSENT JUDGMENT**

Hon. David K. Reinert
Dept. P

Complaint Filed: November 18, 2022

19 **TO ALL COUNSEL AND PARTIES:**

20 Please take notice that the Court approved the attached Stipulated Consent Judgment and
21 entered the Order attached hereto as Exhibit A on November 21, 2024.

22
23 Dated: December 6, 2024

NIXON PEABODY LLP

24
25 By: 

26 Lauren M. Michals
27 Attorneys for Defendant
28 LA TORTILLA FACTORY INC.

EXHIBIT A

1 Joseph R. Manning, Jr., Esq. (State Bar No. 223381)
2 **MANNING LAW, APC**
3 26100 Towne Centre Drive
4 Foothill Ranch, CA 92610
5 Office: (949) 200-8755
6 Fax: (866) 843-8308
7 P65@manninglawoffice.com

8 Attorneys for Plaintiff
9 CALSAFE RESEARCH CENTER, INC.

FILED
Superior Court of California
County of Los Angeles
11/21/2024

David W. Slayton, Executive Officer / Clerk of Court
By: S. Hwang Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CALSAFE RESEARCH CENTER,
INC., a California non-profit
corporation

Plaintiff,

v.

LA TORTILLA FACTORY INC., a
California stock corporation; and DOES 1
to 10,

Defendants.

Case No. 22TRCV01288

Assigned for all purposes to: Hon. David K. Reinert

~~PROPOSED~~ **ORDER GRANTING
PLAINTIFF'S MOTION TO CONFIRM
STIPULATED CONSENT JUDGMENT AS TO
LA TORTILLA FACTORY INC.**

Date: November 21, 2024
Time: 8:30 AM
Dept.: P
Reservation ID: 037165327269

Complaint Filed: November 18, 2022

On November 21, 2024, at 8:30 AM, Plaintiff CALSAFE RESEARCH CENTER, INC.'s
("CRC") Motion for Court Approval and Entry of Consent Judgment came on regularly for hearing

1 before this Court in Department P, the Honorable David K. Reinert presiding. After full consideration
2 of the points and authorities and related pleadings submitted, the Court rules as follows:

3 IT IS HEREBY ORDERED that Plaintiff's Motion for Court Approval and Entry of Consent
4 Judgment is GRANTED. Pursuant to and in accordance with *Health & Safety Code* § 25249.7(t)(4),
5 the Court makes the following findings with respect to the Consent Judgment between CALSAFE
6 RESEARCH CENTER, INC., and Defendant LA TORTILLA FACTORY INC., in the action *Calsafe*
7 *Research Center, Inc. v. La Tortilla Factory, Inc., et al.*, Case No. 22TRCV01288 (the "Consent
8 Judgment"):
9

- 10 1. The Consent Judgment ensures compliance with the Proposition 65 warning requirement
11 (A true and correct copy of the approved Consent Judgment is attached hereto as Exhibit 1);
- 12 2. The attorneys' fee award in the Consent Judgment is reasonable under California law;
- 13 3. The civil penalty in the Consent Judgment is reasonable based on the criteria listed in *Health*
14 *& Safety Code* § 25249.7(b)(2); and
- 15 4. The amount sought of Plaintiff's costs for testing and bringing this action are reasonable.

16
17 In light of the findings set forth herein, the Consent Judgment is hereby APPROVED.

18
19 **IT IS SO ORDERED.**

20 Dated: 11/21/2024



21 **Hon. David K. Reinert**
22 **Judge of the Superior Court.**

Exhibit 1

1 Joseph R. Manning, Jr., Esq. (Bar No. 223381)
p65@manninglawoffice.com
2 **MANNING LAW, APC**
26100 Towne Centre Drive
3 Foothill Ranch, CA 92610
4 *Tel: (949) 200-8755*
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5 *Attorney for Plaintiff*
6 *CalSafe Research Center, Inc.*

7 Lauren M. Michals (Bar. No. 184473)
lmichals@nixonpeabody.com
8 **NIXON PEABODY LLP**
9 One Embarcadero Center, 32nd Floor
10 San Francisco, CA 94111
11 *Tel: (415) 984-8200*
Fax: (415) 984-8300

12 *Attorney for Defendant*
13 *La Tortilla Factory, Inc.*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES – CENTRAL JUDICIAL DISTRICT**

17
18 CALSAFE RESEARCH CENTER, INC., a
California non-profit corporation,

19 Plaintiff,

20
21 v.

22 LA TORTILLA FACTORY INC., and DOES
23 1 to 10,

24 Defendants.

Case No.: 22TRCV01288

[PROPOSED] STIPULATED
CONSENT JUDGMENT

(Health & Safety Code § 24249, et seq.)

Complaint filed: November 18, 2022
Trial Date: TBD

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1 **I. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between CalSafe
3 Research Center, Inc. (“CalSafe” or “Plaintiff”), a California non-profit corporation, and La
4 Tortilla Factory, Inc. (“La Tortilla” or “Defendant”).

5 **1.2 General Allegations.** On November 18, 2022, CalSafe initiated this action by
6 filing a Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to Health
7 & Safety Code § 24249.5 *et seq.* (“Proposition 65”) against La Tortilla. In this action, CalSafe
8 alleges that La Tortilla’s “Classic Taco Sauce Starter” (the “Covered Product”) contains lead, a
9 chemical listed under Proposition 65 as a carcinogen and reproductive toxin. CalSafe alleges that
10 the Covered Product exposes consumers to lead at a level requiring a Proposition 65 warning.
11 CalSafe alleges that La Tortilla qualifies as a “Person” within the meaning of Proposition 65,
12 and that La Tortilla manufactures, distributes, and/or offers for sale in the State of California the
13 Covered Product.

14 **1.3 Notice of Violation.** The Complaint is based on allegations contained in
15 CalSafe’s Notice of Violation dated May 5, 2022 (the “Notice”), that was served on the
16 California attorney General, other public enforcers, and La Tortilla. A true and correct copy of
17 the Notice is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days
18 have passed since the Notice was served on the Attorney General, public enforcers, and La
19 Tortilla; no designated governmental entity has filed a Complaint against La Tortilla with regard
20 to the Covered Product or the alleged violations.

21 **1.4** CalSafe’s Notice and Complaint allege that the use of the Covered Product by
22 California consumers exposes them to lead without first receiving a clear and reasonable warning
23 from La Tortilla, which is a violation of California Health & Safety Code § 25249.6. La Tortilla
24 denies all material allegations contained in the Notice and Complaint.

25 **1.5** The Parties have entered into this Consent Judgment in order to settle,
26 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. La
27 Tortilla denies the material, factual, and legal allegations in the Notice and Complaint and
28 maintains that all of the products, including the Covered Product, that it sold and/or distributed

1 for sale in California have been and are in compliance with all laws, including Proposition 65.
2 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute
3 or be construed as an admission by La Tortilla or by any of their respective officers, directors,
4 shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates,
5 franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact,
6 finding, conclusion, issue of law, or violation of law, such specifically denied by the La Tortilla.
7 This Section shall not, however, diminish or otherwise affect La Tortilla' obligations,
8 responsibilities, and duties under this Consent Judgment.

9 **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall
10 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
11 current or future legal proceeding unrelated to this proceeding.

12 **1.7 Effective Date.** For purposes of this Consent Judgment, the "Effective Date"
13 shall be the date that Notice is served that this Consent Judgment has been approved and entered
14 by the Court.

15 **II. JURISDICTION AND VENUE**

16 **2.1** For purposes of this Consent Judgment and any further court action that may
17 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has
18 subject matter jurisdiction over the allegations of violations contained in the Complaint and
19 personal jurisdiction over La Tortilla as to the acts alleged in the Complaint.

20 **2.2** For purposes of this Consent Judgment, the Parties stipulate that venue is proper
21 in Los Angeles County, California, and that this Court has jurisdiction to enter this Consent
22 judgment as a full and final resolution of all claims up through and including the Effective Date
23 that were or could have been asserted in this action based on the facts alleged in the Notice and
24 Complaint.

25 **III. INJUNCTIVE RELIEF**

26 **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning on six months
27 after the Effective Date ("Compliance Date"), La Tortilla shall reduce the level of lead in the
28 Covered Product, if necessary, manufactured and shipped for sale in California to 0.5

1 micrograms of lead per serving (the “Target Level”), or be subject to the warning provisions of
2 Paragraphs 3.3 through 3.7.

3 3.1.2 For purposed of measuring and determining compliance with or violation of the
4 Target Level, the average lead level of five (5) randomly selected samples of a Covered Product,
5 all taken from the same production lot, shall be used. The Covered Product shall be deemed to
6 be in compliance with the Target Level and Proposition 65 so long as the average of those five
7 samples is no greater than 0.5 micrograms per labeled serving and no single sample exceeds 0.69
8 micrograms of lead per labeled serving. Testing pursuant to this Consent Judgment shall be by
9 a laboratory accredited by the State of California, a federal agency, or a nationally recognized
10 accreditation organization and using Inductively Coupled Plasma Mass Spectrometry (“ICP-
11 MS”) or substantially similar methods approved for testing for lead in foods under Proposition
12 65.

13 **3.2 Shipped for Sale in California.** “Shipped for Sale in California” means the
14 Covered Product that La Tortilla either directly ships to California for sale in California, or that
15 it sells to a distributor or retailer who La Tortilla knows will sell the Covered Product to
16 consumers in California. Where a retailer or distributor sells the Covered Product both in
17 California and other states, La Tortilla shall take commercially reasonable steps to ensure that
18 the Covered Product that is sold in California is in compliance with Paragraph 3.3 through 3.6.

19 **3.3 Clear and Reasonable Warnings, When Required.** For Covered Products that
20 do not meet the Target Level pursuant to Paragraph 3.1, above, La Tortilla agrees by the
21 Compliance Date to only manufacture for sale, purchase for sale, import for sale, or distribute
22 for sale in or into California (in-person or online) the Covered Product that contains a warning
23 as provided for in Paragraphs 3.4 through 3.7.

24 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered
25 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered
26 Product Shipped for Sale in California by La Tortilla that contains one of the following
27 statements:
28

1 (A)

2
3 **WARNING:** Consuming this product can expose you to lead, which is known to the
4 State of California to cause cancer and birth defects or other reproductive harm. For
5 more information go to www.P65Warnings.ca.gov/food.

6 (B)

7 **WARNING:** Cancer and Reproductive Harm—www.P65Warnings.ca.gov/food.

8
9 The warning shall be offset in a box with a black outline and must be in a type size no
10 smaller than the largest type size used for other consumer information on the Covered Product.
11 “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional
12 information. “Consumer information” does not include the brand name, product name, company
13 name, location of manufacture, or product advertising. In no case shall the warning appear in a
14 type size smaller than six (6) point type. The warning shall also comply with 27 C.C.R. § 25602
15 (d). Specifically, where the product sign or label used to provide the warning includes consumer
16 information in a language other than English, the warning must also be provided in that language
17 in addition to English. If subsequently enacted changes to Proposition 65 or its implementing
18 regulations require the use of additional or different information or language on any warning
19 specifically applicable to the Covered Product, La Tortilla may use that new warning in place of
20 or in addition to the warning set forth in this Section.

21 **3.5 Warnings for Internet Sales.** For any Covered Product sold over the internet by
22 La Tortilla where it will be shipped to California that does not meet the Target Level as set out
23 in Paragraph 3.1, the warning shall be displayed as follows: (A) on the primary display page for
24 the Covered Product; (B) as a clearly marked hyperlink using the word “WARNING” in all
25 capital and bold letters on the Covered Product’s primary display page, so long as the hyperlink
26 goes directly to a page prominently displaying the warning without content that detracts from
27 the warning; (C) on the checkout page or any other page in the checkout process when a
28 California delivery address is indicated for the purchase of the Covered Product and with the

1 warning clearly associated with the Covered Product to indicate that the Covered Product is
2 subject to the warning; or (D) by otherwise prominently displaying the warning to the purchaser
3 prior to completing the purchase of the Covered Product. The warning is not prominently
4 displayed if the purchaser must search for it in the general content of the website. Given La
5 Tortilla' lack of control over third-party websites, the online warning requirements set out in this
6 Section shall only apply to Covered Product sold through La Tortilla's website. La Tortilla,
7 however, will instruct any third-party website seller to which it directly supplies the Covered
8 Product to provide the warning as a condition of selling the Covered Product to California
9 purchasers. Any third-party website sellers who are instructed to provide the warning as a
10 condition of selling the Covered Product to California purchasers and fail to do so shall not be
11 deemed in compliance with this Consent Judgment and shall not receive any benefit, release or
12 protection afforded hereunder.

13 **3.6 Warning Prominence.** La Tortilla agrees that each warning shall be prominently
14 placed with such conspicuousness, as compared with the other words, statements, designs, or
15 devices, as to render it likely to be read and understood by an ordinary individual under
16 customary conditions before purchase or use.

17 **3.7 Compliance with Clear and Reasonable Warning.** La Tortilla shall be deemed
18 to be in compliance with this Consent Judgment after the Effective Date by (A) adhering to
19 Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements adopted
20 by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")
21 applicable to lead in the Covered Product. If regulations or legislation are enacted or issued
22 providing that a Proposition 65 warning for the Covered Product is no longer required, a lack of
23 warning or compliance with the Target Level as set forth in this Consent Judgment will not
24 thereafter be a breach of this Consent Judgment.

25 **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III
26 of the Consent Judgment shall not apply to Covered Product that is already in the stream of
27 commerce as of the Compliance Date, which Covered Product is expressly subject to the releases
28 provided in Section V.

1 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
 2 Parties, CalSafe shall notice a Motion for Court Approval and, within ten (10) days of approval
 3 of the Consent Judgment by the Court, comply with the requirements set forth in California
 4 Health & Safety Code § 25249.7(f).

5 **3.10 Attorney General Objection.** If the California Attorney General objects to any
 6 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a
 7 timely manner, and if possible, prior to the hearing on the motion.

8 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it
 9 shall be void and have no force or effect.

10 **3.12 Compliance with Proposition 65.** Compliance with this Section III will
 11 constitute compliance by La Tortilla with all requirements of Proposition 65 relating to lead
 12 exposure in the Covered Product.

13 **IV. MONETARY TERMS**

14 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
 15 additional settlement payments, attorney fees, and costs, La Tortilla shall make a total payment
 16 of Fourteen Thousand Dollars (\$14,000.00) (the “Total Settlement Amount”), apportioned into
 17 a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

18 **4.2 Civil Penalty Payment.** Pursuant to California Health & Safety Code
 19 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, La Tortilla
 20 agrees to pay One Thousand Four Hundred Dollars (\$1,400.00) in Civil Penalties. The Civil
 21 Penalty payment will be apportioned in accordance with California Health & Safety Code §§
 22 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the
 23 remaining twenty-five (25) percent of the funds retained by CalSafe. Within ten (10) business
 24 days of the Effective Date and after receiving all necessary taxpayer information from CalSafe,
 25 La Tortilla shall issue a check to “OEHHA” in the amount of One Thousand and Fifty Dollars
 26 (\$1,050.00), with “Prop 65 Penalties” written in the Memo Line; and La Tortilla shall, pursuant
 27 to the instructions below, wire to CalSafe the amount of Three Hundred and Fifty Dollars
 28 (\$350.00).

1 All payments made to OEHHA (EIN: 68-0284486) pursuant to this Paragraph shall be
2 delivered directly to OEHHA at the following address:

3 For United States Postal Delivery Service:

4 Mike Gyurics
5 Fiscal Operations Branch Chief
6 Office of Environmental Health Hazard Assessment
7 P.O. Box 4010
8 Sacramento, CA 95812-4010

9 For Non-United States Postal Delivery Service:

10 Mike Gyurics
11 Fiscal Operations Branch Chief
12 Office of Environmental Health Hazard Assessment
13 1001 I Street MS #19B
14 Sacramento, CA 95814

15 All penalty payments owed to CalSafe shall be sent via wire to:

16 **Wire Instructions:**

17 Account Name: The Law Offices of Joseph R. Manning
18 Bank Name: J.P. Morgan Chase Bank, N.A.
19 Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
20 Routing Number: 322271627
21 Wire Routing / ABA Number: 021000021
22 Swift Code: CHASUS33
23 Account Number: 579068902

24 For further benefit of: Civil Penalty Payment Case No. 22TRCV01288

25 **4.3 Attorney Fees and Costs.** Within ten (10) business days of the Effective Date,
26 and after receiving all necessary taxpayer information from CalSafe, La Tortilla agrees to pay
27 Twelve Thousand and Six Hundred Dollars (\$12,600.00) to CalSafe and its counsel of record for
28 all fees and costs incurred in investigating, bringing this matter to the attention of La Tortilla,
litigating, negotiation, and obtaining judicial approval of a settlement in the public interest.

Wire Instructions:

Account Name: The Law Offices of Joseph R. Manning
Bank Name: J.P. Morgan Chase Bank, N.A.

1 Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
2 Routing Number: 322271627
3 Wire Routing / ABA Number: 021000021
4 Swift Code: CHASUS33
5 Account Number: 579068902
6 For further benefit of: Attorney's Fees Case No. 22TRCV01288

7 **V. RETENTION OF JURISDICTION**

8 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate
9 this Consent Judgment.

10 **VI. MODIFICATION OF CONSENT JUDGMENT**

11 **6.1** This Consent Judgment may be modified only as to the injunctive terms by
12 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,
13 or (B) by motion of either Party pursuant to Paragraph 5.3 and upon entry by the Court of a
14 modified consent judgment.

15 **6.2** If a Party seeks to modify this Consent Judgment under Paragraph 6.1, then that
16 Party must provide written notice to all other Parties of its intent ("Notice of Intent"). If any non-
17 moving Party seeks to meet and confer regarding the proposed modification in the Notice of
18 Intent, then the non-moving Party shall provide written notice of intent to meet and confer to the
19 moving Party within thirty (30) days of receiving the Notice of Intent. The Parties shall then meet
20 and confer in good faith in person, via telephone, or via video conference within thirty (30) days
21 of a non-moving Party's written notice of intent to meet and confer. Within thirty (30) days of
22 such a meeting, if non-moving Party disputes the proposed modification, the non-moving Party
23 shall provide a written basis for its opposition. The Parties shall continue to meet and confer for
24 an additional thirty (30) days in an effort to resolve any remaining disputes. Should it become
25 necessary, the Parties may agree in writing to different deadlines for the meet-and-confer period.

26 **6.3** In the event that a Party initiates or otherwise requests a modification under
27 Paragraph 6.1 for reasons other than the revoking of Proposition 65 in total or revoking the
28 application of Proposition 65 to lead in the Covered Product, and the meet and confer process
leads to a joint motion or application for a modification of the Consent Judgment, the Party that

1 initiated or requested the modification shall reimburse the other Party's its costs and reasonable
2 attorney fees for the time spent in the meet-and-confer process and filing and arguing the motion.

3 **VII. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED, APPLICATION**
4 **OF CONSENT JUDGMENT,**

5 **7.1** This Consent Judgment shall have no application to any Covered Product that is
6 distributed or sold exclusively outside the State of California and/or that is not used by California
7 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or
8 environmental exposures arising under Proposition 65, nor shall it apply to any other La Tortilla
9 products other than the Covered Product.

10 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution
11 between CalSafe, on behalf of itself and its respective officers, directors, shareholders,
12 employees, agents, parent companies, subsidiaries, divisions, and affiliates and the successors and
13 assigns of any of them and on behalf of the public interest, and La Tortilla and its respective
14 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
15 affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers, and
16 all other upstream and downstream entities in the distribution chain of the Covered Product and
17 the predecessors, successors, and assigns of any of them (collectively, "Released Parties").

18 **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute
19 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the
20 Covered Product as set forth in the Notice and Complaint.

21 **7.4 CalSafe Release of La Tortilla(s).** CalSafe, on behalf of itself and its respective
22 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
23 and affiliates and their successors and assigns and on behalf of the public interest fully releases
24 and discharges Released Parties from any and all claims, actions, cause of action, suits, demands,
25 liabilities, damages, penalties, fees costs, and expenses asserted, or that could have been asserted
26 based on or related to the handling, use, sale, distribution, or consumption of the Covered Product
27 in California, as to any alleged violation of Proposition 65 or its implementing regulations up
28

1 through the Compliance Date, based on a failure to provide Proposition 65 warning on the
 2 Covered Product with respect to lead as set forth in the Notice and Complaint.

3 **7.5** CalSafe on its own behalf only, and La Tortilla on its own behalf only, further
 4 waives and releases any and all claims they, their attorneys, or their representatives may have
 5 against each other for all actions or statements made or undertaken in the course of seeking or
 6 opposing enforcement of Proposition 65 in connection with the Notice and Complaint up through
 7 and including the Effective Date, provided, however, that nothing in this Section shall affect or
 8 limit any Party’s right to seek to enforce the terms of the Consent Judgment.

9 **7.6 California Civil Code Section 1542.** It is possible that other claims not known to
 10 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the
 11 Covered Product, will develop or be discovered. CalSafe on behalf of itself only, and La Tortilla
 12 on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover
 13 and include all Such claims up through and including the Effective Date, including all rights of
 14 action therefore. CalSafe and La Tortilla acknowledge that the claims released in Section VII
 15 above may include unknown claims, and nevertheless waive California Civil Code § 1542 as to
 16 any such unknown claims. California Civil Code § 1542 reads as follows:

17
 18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
 19 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
 20 EXIST IN HIS OR HER FAVOR, AT THE TIME OF EXECUTING THE
 21 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
 22 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
 23 DEBTOR OR RELEASED PARTY.

24 **7.7 Application of Consent Judgment.** This Consent Judgment may apply to,
 25 be binding upon, and benefit the Parties and their respective officers, directors,
 26 shareholders, employees, agent, parent companies, subsidiaries, divisions franchisees,
 27 licensees, customers, distributors, wholesalers, retailers, predecessors, successors and
 28 assigns.

VIII. SEVERABILITY

1 In the event that any of the provisions of this Consent Judgment are held by a court of
2 competent jurisdiction to be unenforceable, the validity of the remaining enforceable provisions
3 shall not be adversely affected.

4 **IX. GOVERNING LAW**

5 The terms and conditions of this Consent Judgment shall be governed by and construed in
6 accordance with the laws of the State of California.

7 **X. PROVISION OF NOTICE**

8 All notices required to be given to either Party to this Consent Judgment by the other shall
9 be in writing and sent to the following agents listed below via first-class mail or electronic mail.
10 Any Party may modify the person/entity or address to whom the notice is to be sent by sending
11 the other Party notice by certified mail, return receipt requested, or overnight mail. Said change
12 shall take effect on the date the return receipt or acceptance of deliver is signed by the Party
13 receiving the change.

14 Notice for CalSafe shall be sent to:

15 Joseph R. Manning, Jr.
16 26100 Towne Center Drive
17 Foothill Ranch, CA 92610
18 Tel: Office (949) 200-8757 Fax: (866) 843-8309
19 p65@manninglawoffice.com

20 Notice for La Tortilla shall be sent to:

21 Lauren M. Michals
22 NIXON PEABODY LLP
23 One Embarcadero Center, 32nd Floor
24 San Francisco, CA 94111
25 Tel: (415) 984-8200
26 Fax: (415) 984-8300
27 lmichals@nixonpeabody.com

28 **XI. COURT APPROVAL**

Upon execution of this Consent Judgment by all Parties, Plaintiff shall prepare and file,
at its sole cost and expense, a Motion for Approval of this Consent Judgment. This Consent
Judgement shall not become effective until approved and entered by the Court. If this Consent

1 Judgment is not entered by the Court, it shall be of no force or effect, and shall not be introduced
2 into evidence of otherwise used in any proceeding for any purpose.

3
4 **XII. EXECUTED IN COUNTERPARTS**

5 This Consent Judgment may be executed in counterparts, which taken together shall be
6 deemed to constitute one document. A facsimile or .PDF signature page shall be construed to be
7 as valid as the original signature.

8 **XIII. DRAFTING**

9 The terms of this Consent Judgment have been reviewed by the respective counsel for
10 each Party prior to its signing, and each Party has had the opportunity to fully discuss the terms
11 and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
12 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
13 and no provision of this Consent Judgment shall be construed against any Party, based on the
14 fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or
15 any portion of the Consent Judgment. It is conclusively presumed that all of the Parties
16 participate equally in the preparation and drafting of this Consent Judgment.

17 **XIV. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

18 If a dispute with respect to either Party's compliance with the terms of this Consent
19 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, by
20 video conference, and/or in writing and endeavor to resolve the dispute in good faith and in an
21 amicable manner. No action or motion may be filed with the Court in the absence of such a good
22 faith attempt to resolve the dispute beforehand.

23 **XV. ENFORCEMENT**

24 A Parties may, by motion or order to show cause before the California Superior Court
25 Los Angeles, enforce the terms and conditions of this Consent Judgment. In any successful action
26 brought to enforce this Consent Judgment, the enforcing Party may seek whatever fines, costs,
27 penalties, or remedies as are provided by law for failure to comply with this Consent Judgment.

28 **XVI. ENTIRE AGREEMENT, AUTHORIZATION**

1 **15.1** This Consent Judgment contains the sole and entire agreement and understanding
2 of the Parties with respect to the entire subject matter herein, including any and all prior
3 discussions, negotiations, commitments, and understandings related thereto. No representations,
4 oral or otherwise, express or implied, other than those contained herein have been made by any
5 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
6 deemed to exist or to bind any Party.

7 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
8 by the Party he or she represents to stipulate to this Consent Judgment.

9 **XVII. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.**

10 This Consent Judgment has come before the Court upon the request of the Parties. The
11 Parties request the Court to fully review this Consent Judgment and, being fully informed
12 regarding the matters which are the subject of this action, make the findings pursuant to
13 California Health and Safety Code § 25249(f)(4) and approve this Consent Judgment.

14
15 **IT IS SO STIPULATED.**

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19 DATED: 8/6/2024, 2024

CALSAFE RESEARCH CENTER, INC.
DocuSigned by:
By: eric fairon
Eric Fairon , CEO
CalSafe Research Center, Inc.

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23 DATED: 8/2/2024, 2024

LA TORTILLA FACTORY, INC.
DocuSigned by:
By: Jameson Westerman
Jameson Westerman
CEO & President
La Tortilla Factory, Inc.

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to *Health & Safety Code* § 25249.7(f)(4) and *Code of Civil Procedure* § 664.6, judgment is hereby entered.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

CALSAFE RESEARCH CENTER, INC. v. LA TORTILLA FACTORY INC., *et al.*
Los Angeles Superior Court - Central Judicial District
Case No. 22TRCV01288

I, the undersigned, certify that I am employed in the City and County of San Francisco, California; that I am over the age of eighteen years and not a party to the within action; and that my business address is One Embarcadero Center, 32nd Floor, San Francisco, CA 94111. On this date, I served the following document(s):

NOTICE OF ENTRY OF ORDER GRANTING CONSENT JUDGMENT

on the parties stated below, through their attorneys of record, by placing true copies thereof in sealed envelopes addressed as shown below by the following means of service:

___: By First-Class Mail — I am readily familiar with the firm’s practice for collection and processing of correspondence for mailing. Under that practice, the correspondence is deposited with the United States Postal Service on the same day as collected, with first-class postage thereon fully prepaid, in San Francisco, California, for mailing to the office of the addressee following ordinary business practices.

___: By Personal Service — I caused each such envelope to be given to a courier messenger to personally deliver to the office of the addressee.

___: By Overnight Courier/Express Mail — I caused each such envelope to be given to an overnight mail service at San Francisco, California, to be hand delivered to the office of the addressee on the next business day.

X: By Electronic Mail/E-Filing — I caused each such document(s) to be served electronically on the person(s) listed below via their electronic email address listed.

Addressee(s)

<p>Joseph R. Manning, Jr., Esq. Dan N. Fiorito III, Esq. MANNING LAW, APC 26100 Towne Centre Drive Foothill Ranch, CA 92610 Email: joe@manninglawoffice.com Email: dfiorito@manninglawoffice.com Email: p65@manninglawoffice.com Tel: (949) 200-8755 Fax: (866) 843-8308</p>	<p>Attorneys for Plaintiff CALSAFE RESEARCH CENTER, INC.</p>
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I declare under penalty of perjury that the foregoing is true and correct. Executed on December 6, 2024, at San Francisco, California.



Angela Schick