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8 Attorneys for Plaintiff
9 CALSAFE RESEARCH CENTER, INC.

FILED
Superior Court of California
County of Los Angeles
08/19/2024

David W. Slayton, Executive Officer / Clerk of Court
By: J. Edwards 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.

FLAGSHIP FOOD GROUP LLC, a
California limited liability company; and
DOES 1 to 10,

Defendants.

Case No. 22TRCV01286

Assigned for all purposes to: Hon. Douglas W. Stern

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION TO CONFIRM
STIPULATED CONSENT JUDGMENT AS TO
FLAGSHIP FOOD GROUP LLC

Date: July 8, 2024

Time: 8:30 AM

Dept.: B

Reservation ID: 294999107019

Complaint Filed: November 18, 2022

On July 8, 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 before this
Court in Department B, the Honorable Douglas W. Stern presiding. After full consideration of the
points and authorities and related pleadings submitted, the Court rules as follows:

1 IT IS HEREBY ORDERED that Plaintiff's Motion for Court Approval and Entry of Consent
2 Judgment is GRANTED. Pursuant to and in accordance with *Health & Safety Code* § 25249.7(t)(4),
3 the Court makes the following findings with respect to the Consent Judgment between CALSAFE
4 RESEARCH CENTER, INC., and Defendant FLAGSHIP FOOD GROUP LLC, in the action *Calsafe*
5 *Research Center, Inc. v. Flagship Food Group LLC, et al.*, Case No. 22TRCV01286 (the "Consent
6 Judgment"):

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

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

15
16 **IT IS SO ORDERED.**

17
18 Dated: 08/19/2024

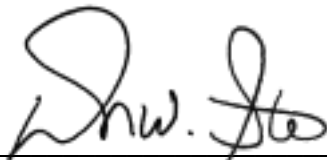
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20 _____
21 **Hon. Douglas W. Stern**
22 **Judge of the Superior Court.**

Exhibit 1

1 Joseph R. Manning, Jr., Esq. (Bar No. 223381)
2 p65@manninglawoffice.com
3 **MANNING LAW, APC**
4 26100 Towne Center Drive
5 Foothill Ranch, CA 92610
6 *Tel: (949) 200-8755*
7 *Fax:(866) 843-8308*

8 *Attorney for Plaintiff*
9 *CalSafe Research Center, Inc.*

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

17 *Attorney for Defendant*
18 *Flagship Food Group LLC*

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **COUNTY OF LOS ANGELES - CENTRAL JUDICIAL DISTRICT**

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

23 Plaintiff,

24 v.

25 FLAGSHIP FOOD GROUP, LLC, a
26 California limited liability company; and
27 DOES 1 to 10,

28 Defendants.

Case No.: 22TRCV01286

~~PROPOSED~~ STIPULATED
CONSENT JUDGMENT

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

Complaint filed: November 18, 2022
Trial Date: None Set

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
4 Flagship Food Group, LLC (“Flagship” or “Defendant”), a California limited liability company
5 (collectively, the “Parties”).

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

15 **1.3 Notice of Violation.** The Complaint is based on allegations contained in
16 CalSafe’s Notice of Violation dated May 13, 2022 (the “Notice”), that was served on the
17 California attorney General, other public enforcers, and Flagship. A true and correct copy of the
18 Notice is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days have
19 passed since the Notice was served on the Attorney General, public enforcers, and Flagship; no
20 designated governmental entity has filed a Complaint against Flagship with regard to the
21 Covered Product or the alleged violations.

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

26 **1.5** The Parties have entered into this Consent Judgment in order to settle,
27 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.
28 Flagship denies the material, factual, and legal allegations in the Notice and Complaint and

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

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

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

16 **II. JURISDICTION AND VENUE**

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

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

26 **III. INJUNCTIVE RELIEF**

27 **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning on six months
28 after the Effective Date ("Compliance Date"), Flagship shall reduce the level of lead in the

1 Covered Product, if necessary, manufactured and shipped for sale in California to 0.5
2 micrograms of lead per serving (the “Target Level”), or be subject to the warning provisions of
3 Paragraphs 3.3 through 3.7.

4 3.1.2 For purposes of measuring and determining compliance with or violation of the
5 Target Level, the average lead level of five (5) randomly selected samples of a Covered Product,
6 all taken from the same production lot, shall be used. The Covered Product shall be deemed to
7 be in compliance with the Target Level and Proposition 65 so long as the average of those five
8 samples is no greater than 0.5 micrograms per labeled serving and no single sample exceeds 0.75
9 micrograms of lead per labeled serving. Testing pursuant to this Consent Judgment shall be by
10 a laboratory accredited by the State of California, a federal agency, or a nationally recognized
11 accreditation organization and using Inductively Coupled Plasma Mass Spectrometry (“ICP-
12 MS”) or substantially similar methods approved for testing for lead in foods under Proposition
13 65.

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

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

25 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered
26 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered
27 Product Shipped for Sale in California by Flagship that contains one of the following 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, and ingredient lists,. “Consumer
12 information” does not include the brand name, product name, company name, location of
13 manufacture, or product advertising. In no case shall the warning appear in a type size smaller
14 than six (6) point type. The warning shall also comply with 27 C.C.R. § 25602 (d). Specifically,
15 where the product sign or label used to provide the warning includes consumer information in a
16 language other than English, the warning must also be provided in that language in addition to
17 English. If subsequently enacted changes to Proposition 65 or its implementing regulations
18 require the use of additional or different information or language on any warning specifically
19 applicable to the Covered Product, Flagship may use that new warning in place of or in addition
20 to the warnings set forth in this Section.

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

1 and with the warning clearly associated with the Covered Product to indicate that the Covered
2 Product is subject to the warning; or (D) by otherwise prominently displaying the warning to the
3 purchaser prior to completing the purchase of the Covered Product. The warning is not
4 prominently displayed if the purchaser must search for it in the general content of the website.
5 Given Flagship' lack of control over third-party websites, the online warning requirements set
6 out in this Section shall only apply to Covered Product sold through Flagship's website.
7 Flagship, however, will instruct any third-party website seller to which it directly supplies the
8 Covered Product to provide the warning as a condition of selling the Covered Product to
9 California purchasers.

10 **3.6 Warning Prominence.** Flagship agrees that each warning shall be prominently
11 placed with such conspicuousness, as compared with the other words, statements, designs, or
12 devices, as to render it likely to be read and understood by an ordinary individual under
13 customary conditions before purchase or use.

14 **3.7 Compliance with Clear and Reasonable Warning.** Flagship shall be deemed
15 to be in compliance with this Consent Judgment after the Effective Date by (A) adhering to
16 Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements adopted
17 by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")
18 applicable to lead in the Covered Product. If regulations or legislation are enacted or issued
19 providing that a Proposition 65 warning for the Covered Product is no longer required, a lack of
20 warning or compliance with the Target Level as set forth in this Consent Judgment will not
21 thereafter be a breach of this Consent Judgment.

22 **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III
23 of the Consent Judgment shall not apply to Covered Product that is already manufactured or in
24 the stream of commerce as of the Compliance Date, which Covered Product is expressly subject
25 to the releases provided in Section V.

26 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
27 Parties, CalSafe shall notice a Motion for Court Approval and, within ten (10) days of approval
28

1 of the Consent Judgment by the Court, comply with the requirements set forth in California
2 Health & Safety Code § 25249.7(f).

3 **3.10 Attorney General Objection.** If the California Attorney General objects to any
4 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a
5 timely manner, and if possible, prior to the hearing on the motion.

6 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it
7 shall be void and have no force or effect.

8 **3.12 Compliance with Proposition 65.** Compliance with this Section III will
9 constitute compliance by Flagship with all requirements of Proposition 65 relating to lead
10 exposure in the Covered Product.

11 **IV. MONETARY TERMS**

12 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
13 additional settlement payments, attorney fees, and costs, Flagship shall make a total payment of
14 Ten Thousand Dollars (\$10,000.00) (the “Total Settlement Amount”), apportioned into a Civil
15 Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

16 **4.2 Civil Penalty Payment.** Pursuant to California Health & Safety Code
17 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Flagship
18 agrees to pay One Thousand Dollars (\$1,000.00) in Civil Penalties. The Civil Penalty payment
19 will be apportioned in accordance with California Health & Safety Code §§ 25249(c)(1), (d),
20 with seventy-five (75) percent of these funds remitted to OEHHA, and the remaining twenty-
21 five (25) percent of the funds retained by CalSafe. Within ten (10) business days of the Effective
22 Date and after receiving all necessary taxpayer information from CalSafe, Flagship shall issue a
23 check to “OEHHA” in the amount of Seven Hundred and Fifty Dollars (\$750.00), with “Prop 65
24 Penalties” written in the Memo Line; and Flagship shall, pursuant to the instructions below, wire
25 to CalSafe the amount of Two Hundred and Fifty Dollars (\$250.00).

26 All payments made to OEHHA (EIN: 68-0284486) pursuant to this Paragraph shall be
27 delivered directly to OEHHA at the following address:
28

1 For United States Postal Delivery Service:

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

7 For Non-United States Postal Delivery Service:

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

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

14 **Wire Instructions:**

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

22 For further benefit of: Civil Penalty Payment Case No. 22TRCV01286

23 **4.3 Attorney Fees and Costs.** Within ten (10) business days of the Effective Date,
24 and after receiving all necessary taxpayer information from CalSafe, Flagship agrees to pay Nine
25 Thousand Dollars (\$9,000.00) to CalSafe and its counsel of record for all fees and costs incurred
26 in investigating, bringing this matter to the attention of Flagship, litigating, negotiation, and
27 obtaining judicial approval of a settlement in the public interest.

28 **Wire Instructions:**

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

Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612

Routing Number: 322271627

Wire Routing / ABA Number: 021000021

Swift Code: CHASUS33

Account Number: 579068902

For further benefit of: Attorney’s Fees Case No. 22TRCV01286

V. RETENTION OF JURISDICTION

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

VI. MODIFICATION OF CONSENT JUDGMENT

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

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

6.3 In the event that a Party initiates or otherwise requests a modification under Paragraph 6.1 for reasons other than the revoking of Proposition 65 in total or revoking the 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 Flagship
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 Flagship and its respective officers,
14 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates,
15 franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers, and all other
16 upstream and downstream entities in the distribution chain of the Covered Product and the
17 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
20 lead in the Covered Product as set forth in the Notice and Complaint.

21 **7.4 CalSafe Release of Flagship(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 Flagship on its own behalf only, further waives
4 and releases any and all claims they, their attorneys, or their representatives may have against
5 each other for all actions or statements made or undertaken in the course of seeking or opposing
6 enforcement of Proposition 65 in connection with the Notice and Complaint up through and
7 including the Effective Date, provided, however, that nothing in this Section shall affect or limit
8 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 Flagship on
12 behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and
13 include all such claims up through and including the Effective Date, including all rights of action
14 therefore. CalSafe and Flagship acknowledge that the claims released in Section VII above may
15 include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such
16 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.

1 **VIII. SEVERABILITY**

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

5 **IX. GOVERNING LAW**

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

8 **X. PROVISION OF NOTICE**

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

15 Notice for CalSafe shall be sent to:

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

21 Notice for Flagship shall be sent to:

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

29 **XI. COURT APPROVAL**

30 Upon execution of this Consent Judgment by all Parties, Plaintiff shall prepare and file,
31 at its sole cost and expense, a Motion for Approval of this Consent Judgment. This Consent

1 Judgment shall not become effective until approved and entered by the Court. If this Consent
2 Judgment is not entered by the Court, it shall be of no force or effect, and shall not be introduced
3 into evidence of otherwise used in any proceeding for any purpose.

4
5 **XII. EXECUTED IN COUNTERPARTS**

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

9 **XIII. DRAFTING**

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

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

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

24 **XV. ENFORCEMENT**

25 Enforce the terms and conditions of this Consent Judgment must be done by motion or
26 order to show cause before the California Superior Court Los Angeles,. In any successful action
27 brought to enforce this Consent Judgment by a Party, the enforcing Party may seek whatever
28

1 fines, costs, penalties, or remedies as are provided by law for failure to comply with this Consent
2 Judgment.

3 **XVI. ENTIRE AGREEMENT, AUTHORIZATION**

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

10 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
11 by the Party he or she represents to stipulate to this Consent Judgment.

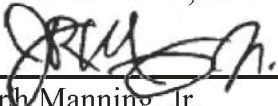
12 **XVII. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.**

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

17
18 **IT IS SO STIPULATED.**

19
20 DATED: 4/3/2024, 2024

MANNING LAW, APC

21 By: 
22 Joseph Manning, Jr.

23 *Attorney for Plaintiff*
24 *CalSafe Research Center, Inc.*

25 **CALSAFE RESEARCH CENTER, INC.**

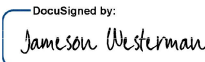
26 DATED: 4/3/2024, 2024

27 By: 
28 Eric Fairon, CEO
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CalSafe Research Center, Inc.

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Flagship Food Group LLC

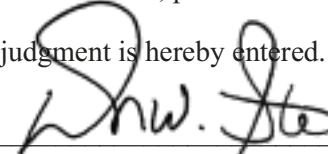
DATED: 4/16/2024, 2024

By: 
Jameson Westerman

Flagship Food Group, LLC

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: 08/19/2024


JUDGE OF THE SUPERIOR COURT
Douglas W. Stern