

**MAR 13 2024**

David W. Slayton, Executive Officer/Clerk of Court  
By: C. King, Deputy

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8 Attorneys for Plaintiff  
9 CALSAFE RESEARCH CENTER, INC.

10  
11  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES  
14

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

18 Plaintiff,

19 v.

20 CORDIALSA USA, INC., a Texas  
21 domestic for-profit corporation; and DOES  
22 1 to 10,

23 Defendants.

Case No. 23TRCV01166

*Assigned for all purposes to: Hon. Ronald F. Frank*

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION TO CONFIRM  
STIPULATED CONSENT JUDGMENT AS TO  
CORDIALSA USA, INC.**

Date: March 13, 2024

Time: 8:30 AM

Dept.: 8

Reservation ID: 993607911236

Complaint Filed: April 14, 2023

24  
25 On March 13, 2024, at 8:30 AM, Plaintiff CALSAFE RESEARCH CENTER, INC's ("CRC")  
26 Motion for Court Approval and Entry of Consent Judgment came on regularly for hearing before this  
27  
28

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1 Court in Department 8, the Honorable Ronald F. Frank presiding. After full consideration of the points  
2 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 CORDIALSA USA, INC., in the action *Calsafe*  
7 *Research Center, Inc. v. Cordialsa USA, Inc., et al.*, Case No. 23TRCV01166 (the "Consent  
8 Judgment"):  
9

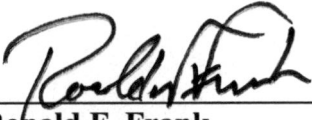
- 10 1. The Consent Judgment ensures compliance with the Proposition 65 warning requirement;
- 11 2. The attorneys' fee award in the Consent Judgment is reasonable under California law;
- 12 3. The civil penalty in the Consent Judgment is reasonable based on the criteria listed in *Health*  
13 *& Safety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

15  
16 In light of the findings set forth herein, the Consent Judgment is hereby APPROVED.

17  
18 IT IS SO ORDERED.

19 Dated: Mar. 13, 2024



20   
21 Hon. Ronald F. Frank  
22 Judge of the Superior Court.

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8 *Attorney for Plaintiff*  
9 *Calsafe Research Center, Inc.*  
10  
11  
12  
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF LOS ANGELES**  
16

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

20 Plaintiff,

21 v.

22 CORDIALSA USA., a Texas domestic for-  
23 profit corporation; and DOES 1 to 10,

24 Defendants.  
25  
26  
27  
28

Case No.: 23TRCV01166

[PROPOSED] STIPULATED  
CONSENT JUDGMENT

*(Health & Safety Code § 25249, et seq.)*

Complaint filed: April 14, 2023  
Trial Date: TBD

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 Cordialsa USA, Inc., a Texas domestic for-profit corporation (“Cordialsa” or “Defendant”)  
5 (collectively, the “Parties”).

6 **1.2 General Allegations.** On April 14, 2023, CalSafe initiated this action by filing a  
7 Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to *Health &*  
8 *Safety Code* § 25249.5 *et seq.* (“Proposition 65”) against Cordialsa. In this action, Calsafe alleges  
9 that Cordialsa’s “Zuko, Horchata Morro (UPC# 830108001032)” (the “Covered Products”),  
10 contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin.  
11 Calsafe alleges that the Covered Products expose consumers to lead at a level requiring a  
12 Proposition 65 warning. Calsafe alleges that Cordialsa qualifies as a “Person” within the meaning  
13 of Proposition 65, and that Cordialsa manufactures, distributes, and/or offers for sale in the State  
14 of California the Covered Products.

15 **1.3 Notice of Violation.** The Complaint is based on allegations contained in Calsafe’s  
16 Notice of Violation dated January 27, 2023 (the “Notice”), that was served on the California  
17 Attorney General, other public enforcers, and Cordialsa. A true and correct copy of the Notice  
18 is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days have passed  
19 since the Notice was served on the Attorney General, public enforcers, and Cordialsa; no  
20 designated governmental entity has filed a Complaint against Cordialsa with regard to the  
21 Covered Products or the alleged violations.

22 **1.4** Calsafe’s Notice and Complaint allege that the use of the Covered Products by  
23 California consumers expose them to lead in concentrations exceeding the limits set forth in the  
24 regulations governing Proposition 65 without first receiving a clear and reasonable warning from  
25 Cordialsa, which is a violation of California *Health & Safety Code* § 25249.6. Cordialsa denies  
26 all material allegations contained in the Notice and Complaint. Cordialsa specifically denies that  
27 the Covered Products contain lead in excess of the limits for such substance contained in the  
28 regulations governing Proposition 65. Cordialsa further specifically denies that the method of

1 measuring servings set forth in paragraph 3.1 is the correct method of measurement under  
2 Proposition 65. However, this denial shall not diminish or otherwise affect Cordialsa's  
3 obligations, responsibilities, and duties under this Consent Judgment

4 **1.5** The Parties have entered into this Consent Judgment in order to settle,  
5 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.  
6 Cordialsa denies the material, factual, and legal allegations in the Notice and Complaint and  
7 maintains that all of the Covered Products that it sold and/or distributed for sale in California  
8 have been and are in compliance with all laws. Nothing in this Consent Judgment nor compliance  
9 with this Consent Judgment shall constitute or be construed as an admission by Cordialsa or by  
10 any of their respective officers, directors, shareholders, employees, agents, parent companies,  
11 subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors,  
12 wholesalers, or retailers of any fact, finding, conclusion, issue of law, or violation of law, each  
13 specifically denied by Cordialsa. This Section shall not, however, diminish or otherwise affect  
14 Cordialsa's obligations, responsibilities, and duties under this Consent Judgment.

15 **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall  
16 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
17 current or future legal proceeding other than in this proceeding.

18 **1.7 Effective Date.** For purposes of this Consent Judgment, the "Effective Date"  
19 shall be the date the Consent Judgment has been approved and entered by the Court.

## 20 **II. JURISDICTION AND VENUE**

21 **2.1** For purposes of this Consent Judgment and any further court action that may  
22 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has  
23 subject matter jurisdiction over the allegations of violations contained in the Complaint and  
24 personal jurisdiction over Cordialsa as to the acts alleged in the Complaint.

25 **2.2** For purposes of this Consent Judgment only, the Parties stipulate that venue is  
26 proper in Los Angeles County, California, and that this Court has jurisdiction to enter this  
27 Consent judgment as a full and final resolution of all claims up through and including the  
28

1 Effective Date that were or could have been asserted in this action based on the facts alleged in  
2 the Notice and Complaint.

### 3 **III. INJUNCTIVE RELIEF**

4 **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning on the Effective  
5 Date, Cordialsa shall cause the manufacturer of the Covered Products to reduce the level of lead  
6 in the Covered Products, if necessary, Shipped for Sale in California to an exposure level of no  
7 more than 0.5 micrograms of lead per serving, with serving size measured by the serving size  
8 specified on the label for the Covered Products (the “Target Level”), or be subject to the  
9 provisions of Paragraphs 3.3 through 3.6.

10 **3.2 Shipped for Sale in California.** “Shipped for Sale in California” means the  
11 Covered Products that Cordialsa either directly ships to California for sale in California, or that  
12 it sells to a distributor or retailer who Cordialsa knows will sell the Covered Products to  
13 consumers in California. Where a retailer or distributor sells the Covered Products both in  
14 California and other states, Cordialsa shall take commercially reasonable steps to ensure that the  
15 Covered Products that are sold in California are in compliance with Paragraph 3.1 through 3.6.  
16 Cordialsa shall have no obligation under this Consent Judgment with respect to any Covered  
17 Products that are not Shipped for Sale in California.

18 **3.3 Clear and Reasonable Warnings, When Required.** Cordialsa agrees by the  
19 Effective Date that all Covered Products Shipped for Sale in California either comply with the  
20 level of lead set forth in Paragraph 3.1 or cause such Covered Products to contain a warning as  
21 provided for in Paragraphs 3.4 through 3.6.

22 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered  
23 Products shall consist of a warning affixed to the packaging, label, tag, or directly to each  
24 Covered Products Shipped for Sale in California by Cordialsa that contains one of the following  
25 statements:

26 (A)  
27  
28

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

4           (B)

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

6           The warning shall be offset in a box with a black outline and must be in a type size no  
7           smaller than the largest type size used for other consumer information on the Covered Products.  
8           “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional  
9           information. “Consumer information” does not include the brand name, product name, company  
10          name, location of manufacture, or product advertising. In no case shall the warning appear in a  
11          type size smaller than six (6) point type. The warning shall also comply with 27 C.C.R. § 25602  
12          (d). Specifically, where the product sign or label used to provide the warning includes consumer  
13          information in a language other than English, the warning must also be provided in that language  
14          in addition to English.

15          **3.5 Warnings for Internet Sales.** For any Covered Products sold over the internet  
16          where it will be Shipped for Sale in California, the warning shall be displayed as follows: (A) on  
17          the primary display page for the Covered Products; (B) as a clearly marked hyperlink using the  
18          word “WARNING” in all capital and bold letters on the Covered Products’ primary display page,  
19          so long as the hyperlink goes directly to a page prominently displaying the warning without  
20          content that detracts from the warning; (C) on the checkout page or any other page in the  
21          checkout process when a California delivery address is indicated for the purchase of the Covered  
22          Products and with the warning clearly associated with the Covered Products to indicate that the  
23          Covered Products are subject to the warning; or (D) by otherwise prominently displaying the  
24          warning to the purchaser prior to completing the purchase of the Covered Products. The warning  
25          is not prominently displayed if the purchaser must search for it in the general content of the  
26          website.

27          **3.6 Warning Prominence.** Cordialsa agrees that each warning shall be prominently  
28          placed with such conspicuousness, as compared with the other words, statements, designs, or

1 devices, as to render it likely to be read and understood by an ordinary individual under  
2 customary conditions before purchase or use.

3       **3.7 Compliance with Clear and Reasonable Warning.** Cordialsa shall be deemed  
4 to be in compliance with this Consent Judgment after the Effective Date by (A) adhering to  
5 Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements adopted  
6 by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”)   
7 applicable to the Covered Products and chemical at issue. If regulations or legislation are enacted  
8 or issued providing that a Proposition 65 warning for the Covered Products is no longer required,  
9 a lack of warning as set forth in this Consent Judgment will not thereafter be a breach of this  
10 Consent Judgment.

11       **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III  
12 shall not apply to the Covered Products that are already in the stream of commerce as of the  
13 Effective Date or to any inventory of Covered Products already possessed in final form by  
14 Cordialsa, which Covered Products are expressly subject to the releases provided in Section V.

15       **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the  
16 Parties, Calsafe shall notice a Motion for Court Approval and, within ten (10) days of approval  
17 of the Consent Judgment by the Court, comply with the requirements set forth in California  
18 *Health & Safety Code* § 25249.7(f).

19       **3.10 Attorney General Objection.** If the California Attorney General objects to any  
20 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a  
21 timely manner, and if possible, prior to the hearing on the motion.

22       **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it  
23 shall be void and have no force or effect.

#### 24 **IV. MONETARY TERMS**

25       **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,  
26 additional settlement payments, attorney fees, and costs, Cordialsa shall make a total payment  
27 of Thirty-Five Thousand Dollars (\$35,000.00) (the “Total Settlement Amount”), apportioned  
28 into a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.



1           **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*  
2 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Cordialsa  
3 agrees to pay Three Thousand and Five Hundred Dollars (\$3,500.00) in Civil Penalties. The  
4 Civil Penalty payment will be apportioned in accordance with California *Health & Safety*  
5 *Code* §§ 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and  
6 the remaining twenty-five (25) percent of the funds retained by CalSafe. Within ten (10) business  
7 days of Cordialsa’s receipt of notice of the Court’s entry of this Consent Judgment, Cordialsa  
8 shall issue a check to “OEHHA” in the amount of Two Thousand Six Hundred and Twenty-Five  
9 Dollars (\$2,625.00), with “Prop 65 Penalties” written in the Memo Line; and Cordialsa shall,  
10 pursuant to the instructions below, wire to Calsafe the amount of Eight Hundred and Seventy-  
11 Five Dollars (\$875.00).

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

14                           For United States Postal Delivery Service:

15   Mike Gyurics  
16   Fiscal Operations Branch Chief  
17   Office of Environmental Health Hazard Assessment  
18   P.O. Box 4010  
19   Sacramento, CA 95812-4010

20                           For Non-United States Postal Delivery Service:

21   Mike Gyurics  
22   Fiscal Operations Branch Chief  
23   Office of Environmental Health Hazard Assessment  
24   1001 I Street MS #19B  
25   Sacramento, CA 95814

26           All penalty payments owed to Calsafe shall be sent via wire to:

27           **Wire & ACH Instructions:**

28           Account Name: The Law Offices of Joseph R. Manning  
          Bank Name: J.P. Morgan Chase Bank, N.A.  
          Bank Address: 270 Park Ave. New York, NY. 10017  
          ACH Routing / ABA Number: 322271627

Wire Routing / ABA Number: 021000021  
Account Number: 802922919

For further benefit of: Civil Penalty Payment Case No. 23TRCV01166

**4.3 Attorney Fees and Costs.** Within ten (10) days of the Effective Date, Cordialsa agrees to pay Thirty-One Thousand and Five Hundred Dollars (\$31,500.00) to CalSafe and its counsel of record for all fees and costs incurred in investigating, bringing this matter to the attention of Cordialsa, litigating, negotiation, and obtaining judicial approval of a settlement in the public interest.

**Wire & ACH Instructions:**

Account Name: The Law Offices of Joseph R. Manning  
Bank Name: J.P. Morgan Chase Bank, N.A.  
Bank Address: 270 Park Ave. New York, NY. 10017  
ACH Routing / ABA Number: 322271627  
Wire Routing / ABA Number: 021000021  
Account Number: 802922919

For further benefit of: Attorney’s Fees Case No. 23TRCV01166

With respect to Cordialsa’s payments of Calsafe’s portion of the Civil Payment and Attorneys’ Fees and Costs, Cordialsa shall have no obligation to effect such payments unless and until it has received executed IRS W-9 forms from both CalSafe and from its counsel. In addition, Cordialsa may effect payment of Calsafe’s portion of the Civil Payment and the Attorneys’ Fees and Costs by way of a single wire or electronic transfer of the combined amounts of such payments.

**4.4** In the event that Cordialsa fails to remit the Total Settlement Amount or any portion thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due date, Cordialsa shall be deemed to be in material breach of its obligations under this Consent Judgment. CalSafe shall provide written notice of delinquency to Cordialsa via electronic mail to Cordialsa’s counsel of record. If Cordialsa fails to deliver any portion of or all of the Total Settlement Amount within five (5) business days from the written notice, the Total Settlement

1 Amount shall accrue interest at the statutory judgment interest rate provided in California *Code*  
2 *of Civil Procedure* § 685.010.

3 Additionally, Cordialsa agrees to pay Calsafe’s reasonable attorney fees and costs for any  
4 efforts to collect the payment due under this Consent Judgment.

5 **V. RETENTION OF JURISDICTION**

6 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate  
7 this Consent Judgment.

8 **VI. MODIFICATION OF CONSENT JUDGMENT**

9 **6.1** This Consent Judgment may be modified only as to the injunctive terms by  
10 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,  
11 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a  
12 modified consent judgment.

13 **6.2** If Cordialsa seeks to modify this Consent Judgment under Paragraph 5.1, then  
14 Cordialsa must provide written notice to Calsafe of its intent (“Notice of Intent”). If Calsafe seeks  
15 to meet and confer regarding the proposed modification in the Notice of Intent, then Calsafe shall  
16 provide written notice of intent to meet and confer to Cordialsa within thirty (30) days of receiving  
17 the Notice of Intent. The Parties shall then meet and confer in good faith in person, via telephone,  
18 or via video conference within thirty (30) days of Calsafe’s written notice of intent to meet and  
19 confer. Within thirty (30) days of such a meeting, if Calsafe disputes the proposed modification,  
20 Calsafe shall provide Cordialsa a written basis for its opposition. The Parties shall continue to  
21 meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes.  
22 Should it become necessary, the Parties may agree in writing to different deadlines for the meet-  
23 and-confer period.

24 **VII. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED**

25 **7.1** This Consent Judgment shall have no application to any Covered Products that are  
26 distributed or sold exclusively outside the State of California and/or that are not used by California  
27 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or  
28 environmental exposures arising under Proposition 65, nor shall it apply to any other Cordialsa

1 products other than the Covered Products, which include Zuko beverage products that are of the  
2 same category or type of products and are related to the Covered Products.

3 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution  
4 between Calsafe, on behalf of itself and its respective officers, directors, shareholders, employees,  
5 agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public  
6 interest, and Cordialsa and its respective officers, directors, shareholders, employees, agents,  
7 parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,  
8 distributors, wholesalers, or retailers, and all other upstream and downstream entities in the  
9 distribution chain of the Covered Products and the predecessors, successors, and assigns of any  
10 of them (collectively, “Released Parties”).

11 **7.3 Compliance** with the terms of this Consent Judgment shall be deemed to constitute  
12 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the  
13 Covered Products as set forth in the Notice and Complaint.

14 **7.4 Calsafe Release of Cordialsa.** Calsafe, on behalf of itself and its respective  
15 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,  
16 and affiliates and on behalf of the public interest fully releases and discharges Released Parties  
17 from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties,  
18 fees costs, and expenses asserted, or that could have been asserted based on or related to the  
19 handling, use, sale, distribution, or consumption of the Covered Products in California, as to any  
20 alleged violation of Proposition 65 or its implementing regulations up through the Effective Date,  
21 based on a failure to provide Proposition 65 warning on the Covered Products with respect to lead  
22 as set forth in the Notice and Complaint.

23 **7.5** Calsafe on its own behalf only, and Cordialsa on its own behalf only, further  
24 waives and releases any and all claims they, their attorneys, or their representatives may have  
25 against each other for all actions or statements made or undertaken in the course of seeking or  
26 opposing enforcement of Proposition 65 in connection with the Notice and Complaint up through  
27 and including the Effective Date, provided, however, that nothing in this Section shall affect or  
28 limit any Party’s right to seek to enforce the terms of the Consent Judgment.

1           **7.6 California Civil Code Section 1542.** It is possible that other claims not known to  
2 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the  
3 Covered Products, will develop or be discovered. Calsafe on behalf of itself only, and Cordialsa  
4 on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover  
5 and include all such claims up through and including the Effective Date, including all rights of  
6 action therefore. Calsafe and Cordialsa acknowledge that the claims released in Section VII above  
7 may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such  
8 unknown claims. California *Civil Code* § 1542 reads as follows:

9  
10           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
11 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
12 EXIST IN HIS OR HER FAVOR, AT THE TIME OF EXECUTING THE  
13 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
14 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
15 DEBTOR OR RELEASED PARTY.

#### 14 **VIII. SEVERABILITY**

15           **8.1** In the event that any of the provisions of this Consent Judgment are held by a court  
16 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable  
17 provisions shall not be adversely affected.

#### 18 **IX. GOVERNING LAW**

19           **9.1** The terms and conditions of this Consent Judgment shall be governed by and  
20 construed in accordance with the laws of the State of California.

#### 21 **X. PROVISION OF NOTICE**

22           **10.1** All notices required to be given to either Party to this Consent Judgment by the  
23 other shall be in writing and sent to the following agents listed below via first-class mail or  
24 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be  
25 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall  
26 take effect on the date the return receipt is signed by the Party receiving the change.

27           Notice for Calsafe shall be sent to:

28                               Joseph R. Manning, Jr.  
                                  26100 Towne Center Drive

Foothill Ranch, CA 92610  
Tel: Office (949) 200-8757 Fax: (866) 843-8309  
p65@manninglawoffice.com

Notice for Cordialsa shall be sent to:

Henry Ben-Zvi  
3231 Ocean Park Boulevard, Suite 212  
Santa Monica, CA 90405  
Tel: Office (310) 664-1570 Fax: (310) 664-1571  
henry@ben-zvilaw.com

**XI. EXECUTED IN COUNTERPARTS**

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

**XII. DRAFTING**

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

**XIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

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

**XIV. ENFORCEMENT**

1           **14.1** The Parties may, by motion or order to show cause before the Superior Court of  
2 Los Angeles County, enforce the terms and conditions of this Consent Judgment. In any  
3 successful action brought by Calsafe to enforce this Consent Judgment, Calsafe may seek  
4 whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with  
5 this Consent Judgment.

6 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

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

13           **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
14 by the Party he or she represents to stipulate to this Consent Judgment.

15 **XVI. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.**

16           **16.1** This Consent Judgment has come before the Court upon the request of the Parties.  
17 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
18 regarding the matters which are the subject of this action, make the findings pursuant to  
19 California *Health and Safety Code* § 25249(f)(4) and approve this Consent Judgment.

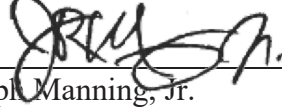
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**IT IS SO STIPULATED.**

DATED: November 16, 2023


**MANNING LAW, APC**

By:   
Joseph Manning, Jr.

*Attorney for Plaintiff  
Calsafe Research Center, Inc.*

DATED: 11/6/2023, 2023

**CALSAFE RESEARCH CENTER, INC.**

By:   
Eric Fairon, CEO  
Calsafe Research Center, Inc.

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Henry Ben-Zvi

*Attorney for Defendant  
Cordialsa USA, Inc.*

DATED: \_\_\_\_\_, 2023

**CORDIALSAUSA, INC.**

By: \_\_\_\_\_  
Luis A. Arango, Managing Director  
Cordialsa USA, Inc.



1 **IT IS SO STIPULATED.**

2  
3 DATED: \_\_\_\_\_, 2023

**MANNING LAW, APC**

4 By: \_\_\_\_\_  
5 Joseph Manning, Jr.

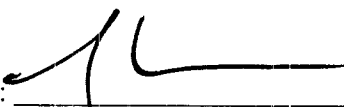
6 *Attorney for Plaintiff*  
7 *Calsafe Research Center, Inc.*

8  
9 **CALSAFE RESEARCH CENTER, INC.**

10 DATED: \_\_\_\_\_, 2023

11 By: \_\_\_\_\_  
12 Eric Fairon, CEO  
13 Calsafe Research Center, Inc.

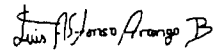
14 DATED: November 13, 2023

15  
16 By:  \_\_\_\_\_  
17 Henry Ben-Zvi

18 *Attorney for Defendant*  
19 *Cordialsa USA, Inc.*

20 **CORDIALSAUSA, INC.**

21 DATED: November 13, 2023

22 By:  \_\_\_\_\_  
23 Luis A. Arango, Managing Director  
24 Cordialsa USA, 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