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KEEP AMERICA SAFE AND BEAUTIFUL

FILED
Superior Court of California
County of Los Angeles
10/16/2025

David W. Slayton, Executive Officer / Clerk of Court
By: A. Williams Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

KEEP AMERICA SAFE AND BEAUTIFUL, in
the public interest,

Plaintiff,

v.

**Vigorty Foods, Inc.; Movita Juice Bars, LLC; and
DOES 1 through 100, inclusive,**
Defendant.

Case No.: 24STCV06331

Dept. 68
Hon. Stephen P. Pfahler

**JUDGMENT ON PROPOSITION 65
SETTLEMENT**

1 In the above-entitled action, Plaintiff Keep America Safe and Beautiful and Defendant
2 Vigority Foods, Inc., having agreed that a judgment be entered pursuant to the terms of the Stipulated
3 Consent Judgment entered into by the parties in resolution of this Proposition 65 action, and
4 following the issuance of an order approving the Parties' Stipulation to Judgment on this day, IT IS
5
6 **HEREBY ORDERED, ADJUGED AND DECREED** that pursuant to Code of Civil Procedure §
7 664.6, judgment is hereby entered in accordance with the terms of the Stipulated Consent Judgment
8 attached hereto as Exhibit A. By written request of the parties, the Court will retain jurisdiction to
9 enforce the settlement under Code of Civil Procedure § 664.6.
10

11 The Stipulated Consent Judgment is approved.

12
13 **IT IS SO ORDERED.**

14
15 Date: 10-16-2025



A handwritten signature in black ink, appearing to read "Stephen P. Pfahler", followed by a horizontal line.

Stephen P. Pfahler / Judge

Honorable Stephen P. Pfahler
Judge of the Superior Court

EXHIBIT A

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Attorneys for Plaintiff,
KEEP AMERICA SAFE AND BEAUTIFUL

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

KEEP AMERICA SAFE AND BEAUTIFUL,

Case No.: 24STCV06331

Plaintiff,

v.

**[PROPOSED] CONSENT JUDGMENT AS
TO VIGORITY FOODS, INC.**

Vigorty Foods, Inc.; Movita Juice Bars, LLC; and
DOES 1 through 100, inclusive,
Defendant.

(Health & Safety Code § 25249.6 *et. seq.* and
Code Civ. Proc. § 664.6)

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This [Proposed] Consent Judgment is hereby entered into by and between KEEP AMERICA
4 SAFE AND BEAUTIFUL, acting on behalf of the public interest (hereinafter “KASB”) and
5 VIGORITY FOODS, INC., (hereinafter “VIGORITY” or “Defendant”). Collectively KASB and
6 VIGORITY shall be referred to hereafter as the “Parties” and each of them as a “Party.” KASB is a
7 non-profit corporation organized under the laws of California and acting in the interest of the general
8 public, dedicated to protecting the health of California citizens and the environment through the
9 elimination or reduction of toxic chemicals utilized in manufacturing consumer products and to
10 increasing public awareness of those chemicals through the promotion of sound environmental
11 practices and corporate responsibility. Defendant is a person in the course of doing business for
12 purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

13 **1.2 Allegations and Representations**

14 KASB alleges that Defendant has offered for sale in the State of California and has sold in
15 California, products, which contain lead, and that such sales have not been accompanied by
16 Proposition 65 warnings. The State of California has listed lead as a chemical known to cause cancer,
17 developmental toxicity and reproductive harm. Defendant denies the allegations and contends that
18 there is no exposure and no violation under Proposition 65 for an alleged failure to warn.

19 **1.3 Covered Product Description**

20 The product that is covered by this Consent Judgment is identified as Green Super Food –
21 Full Serving of Fruits and Vegetables – Vigority Foods – Pineapple Flavor; UPC #: 7 23592 82812 7.
22 All such items shall be referred to herein as the “Covered Products.”
23
24
25
26
27
28

1 **1.4 Notices of Violation/Complaint**

2 1.4.1 On or about March 14, 2023, KASB served VIGORITY, MOVITA JUICE BARS,
3 LLC ("MOVITA") and various public enforcement agencies with a document entitled "60-Day
4 Notice of Violation" pursuant to Health & Safety Code §25249.7(d) (the "Notice"), alleging that
5 VIGORITY was in violation of Proposition 65 for failing to warn consumers and customers that the
6 Covered Products exposed users in California to lead. No public enforcer diligently prosecuted the
7 claims threatened in the Notice within sixty days plus service time relative to the provision of the
8 Notice to them by KASB.

9
10 1.4.2 On March 14, 2024, KASB, acting in the interest of the general public in the State of
11 California, filed a complaint in the Superior Court of Los Angeles County alleging violations of
12 Health & Safety Code §25249.6 (the "Complaint") based on the alleged failure to warn of exposures
13 to lead contained in the Covered Products manufactured, distributed, or sold by Defendant.

14 **1.5 Effective Date:**

15 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date this
16 Consent Judgment is entered as a judgment of the Court.

17
18 **2. STIPULATION TO JURISDICTION/NO ADMISSION**

19 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
20 jurisdiction over Defendant as to the allegations contained in the complaint filed in this matter, that
21 venue is proper in the County of Los Angeles, and that this Court has jurisdiction to approve, enter,
22 and oversee the enforcement of this Consent Judgment as a full and final binding resolution of all
23 claims which were or could have been raised in the Complaint based on the facts alleged therein
24 and/or in the Notice.

25
26 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any
27 fact, finding, issue of law, or violation of law; nor shall compliance with this Consent Judgment
28

constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Defendant, including, but not limited to, any admission related to exposure of failure to warn. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of Defendant under this Consent Judgment.

3. INJUNCTIVE RELIEF

Beginning on the Effective Date, VIGORITY agrees to discontinue manufacturing, distributing, or selling the Covered Products. Any claim as to Covered Products that are no longer under the control or possession of VIGORITY prior to the Effective Date are released in this Consent Judgment.

4. PAYMENTS PURSUANT TO HEALTH & SAFETY CODE §25249.7(b)

With regard to all claims that have been raised or which could be raised with respect to failure to warn pursuant to Proposition 65 with regard to lead in the Covered Product, Defendant shall pay a civil penalty of \$2,500.00 pursuant to Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to the State of California's Office of Environmental Health Hazard Assessment and the remaining 25% of the penalty remitted to KASB, as provided by California Health & Safety Code § 25249.12(d) and the instructions directly below.

Payments owed to KASB and OEHHHA shall be made to counsel for KASB, who will distribute payments in accordance with the terms of this Consent Judgment. All payments shall be delivered to the following payment address:

KJT LAW GROUP LLP
230 N. Maryland Avenue, Suite 306
Glendale, CA 91206

1 **5. REIMBURSEMENT OF FEES AND COSTS**

2 The parties reached an accord on the compensation due to KASB and its counsel under the
3 private attorney general doctrine and principles of contract law. Under these legal principles,
4 Defendant shall reimburse KASB's counsel for fees and costs, incurred as a result of investigating,
5 bringing this matter to Defendant's attention, and negotiating a settlement in the public interest.
6 Defendant shall pay KASB's counsel \$30,000.00 for all attorneys' fees, expert and investigation fees
7 and related costs associated with this matter and the Notice. Defendant shall mail a check payable to
8 "KJT Law Group," via certified mail to the address for KASB's counsel referenced above according
9 to the following schedule:
10

- 11 (1) \$17,500 to be paid within 30 days following the Effective Date;
12 (2) \$15,000 to be paid within 60 days following the Effective Date.

13 Other than the payment required hereunder, each side is to bear its own attorneys' fees and
14 costs.
15

16 **6. RELEASE OF ALL CLAIMS**

17 **6.1 KASB's Release of Defendant, Releasees, and Downstream Releasees**

18 As to those matters raised in the Complaint and in the Notice of Violation, KASB, on behalf
19 of itself, and on behalf of the public interest, hereby waives and releases any and all claims against
20 Defendant, its parent companies, corporate affiliates, subsidiaries, predecessors, successors and
21 assigns (collectively "Releasees") and each of its distributors, wholesalers, licensors, licensees,
22 auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users including, without
23 limitation, MOVITA (collectively "Downstream Releasees") and their respective officers, directors,
24 attorneys, representatives, shareholders, agents, and employees, and sister and parent entities for
25 injunctive relief or damages, penalties, fines, sanctions, mitigation, fees (including fees of attorneys,
26 experts, and others), costs, expenses, or any other sum incurred or claimed, for the alleged failure of
27
28

1 Defendant, Releasees or Downstream Releasees to provide clear, accurate and reasonable warnings
2 under Proposition 65 about exposure to lead arising from the sale, distribution, or use of any
3 Covered Product sold, manufactured or distributed by Defendant, Releasees or Downstream
4 Releasees in California, up through the Effective Date. Compliance with the Consent Judgment by
5 Defendant or a Releasee shall constitute compliance with Proposition 65 by that Defendant,
6 Releasee, or Downstream Releasee with respect to the presence of lead in the Covered Product.
7 Plaintiff agrees that any and all claims in the Complaint are resolved with prejudice by this Consent
8 Judgment.
9

10 In addition to the foregoing, KASB, on behalf of itself, past and current agents,
11 representatives, officers, directors, employees, attorneys, and successors and/or assignees, and not in
12 its representative capacity, hereby waives all rights to institute or participate in, directly or indirectly,
13 any form of legal action and releases any other Claims that it could make against Defendant,
14 Releasees or Downstream Releasees with respect to violations of Proposition 65 based upon the
15 Covered Products. With respect to the foregoing waivers and releases in this paragraph, KASB
16 hereby specifically waives any and all rights and benefits which it now has, or in the future may have,
17 conferred by virtue of the provisions of Section 1542 of the California Civil Code, which provides as
18 follows:
19

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

25 **6.2 Defendant's Release of KASB**

26 Defendant waives any and all claims against KASB, its attorneys and other representatives, for
27 any and all actions taken or statements made by KASB and its attorneys and other representatives, in
28 the course of investigating claims or otherwise seeking enforcement of Proposition 65 against them in
this matter, and/or with respect to the Covered Product.

1 **7. SEVERABILITY AND MERGER**

2 If, subsequent to the execution of this Consent Judgment, any of the provisions of this
3 document are held by a court to be unenforceable, the validity of the enforceable provisions
4 remaining shall not be adversely affected.

5 This Consent Judgment contains the sole and entire agreement of the Parties and any and all
6 prior negotiations and understandings related hereto shall be deemed to have been merged within it.
7 No representations or terms of agreement other than those contained herein exist or have been made
8 by any Party with respect to the other Party or the subject matter hereof.

9 **8. GOVERNING LAW**

10 The terms of this Consent Judgment shall be governed by the laws of the State of California
11 and apply within the State of California.

12 **9. NOTICES**

13 Unless specified herein, all correspondence and notices required to be provided pursuant to
14 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,
15 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the
16 other party at the following addresses:

17
18 For VIGORITY:

19 Al Mohajerian
20 **MOHAJERIAN, A Professional Corporation**
21 1901 Avenue of the Stars STE 1100
22 Los Angeles, CA 90067
23 Phone: 310-556-3800
24 Email: Al@mohajerian.com

25 and

26 For KASB:

27 Tro Krikorian, Esq.
28 **KJT LAW GROUP, LLP**
29 230 N. Maryland Ave. Suite 306
30 Glendale, CA 91206
31 Phone: 818-507-8528
32 Email: Tro@KJTLawGroup.com

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

10. DRAFTING

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 an 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 participated equally in the preparation and drafting of this Consent Judgment.

11. COUNTERPARTS; EMAIL OR FACSIMILE SIGNATURES

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

12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT APPROVAL

KASB agrees to comply with the requirements set forth in California Health & Safety Code §25249.7(f) and, at its sole cost and expense, to promptly bring a Motion for Approval of this Consent Judgment and Defendants shall support approval of such Motion.

This Consent Judgment shall not be effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved and entered by the Court within eighteen months after it has been fully executed by the Parties.

13. MODIFICATION

This Consent Judgment may be modified only by further stipulation of the Parties and the

approval of the Court or upon the granting of a motion brought to the Court by either Party.

14. ATTORNEY'S FEES

A party who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs unless the unsuccessful party has acted with substantial justification. For purposes of this Consent Judgment, the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure Section 2016, et seq.

15. RETENTION OF JURISDICTION

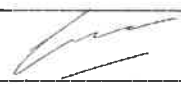
This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

16. AUTHORIZATION

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

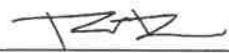
STIPULATED AND AGREED TO:

Date: 2/11/2025

By: 

KEEP AMERICA SAFE AND
BEAUTIFUL

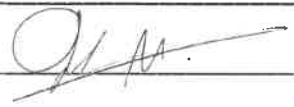
Date: 2-10-25

By: 

VIGORITY FOODS, INC.

APPROVED AS TO FORM:

Date: 02/11/2025

By: 

TRO KRIKORIAN, ESQ.
ATTORNEY FOR PLAINTIFF,
KEEP AMERICA SAFE AND BEAUTIFUL

Feb 10, 2025

Date: _____

By: AL Mohajerian

AL MOHAJERIAN, ESQ.
ATTORNEY FOR DEFENDANT,
VIGORITY FOODS, INC.

1
2 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

3 Dated: _____

Judge of the Superior Court