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

**FILED**  
Superior Court of California  
County of Los Angeles

**JAN 29 2026**

David W. Slayton, Executive Officer/Clerk of Court

By: Sara Hwang, Deputy

10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

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

16 Plaintiff,

17 v.

18 THE KROGER, CO., an Ohio Stock  
19 Corporation; FOOD 4 LESS OF SOUTHERN  
20 CALIFORNIA, INC., a Delaware Stock  
21 Corporation; CAMERICAN  
22 INTERNATIONAL, INC., a Delaware Stock  
23 Corporation; and DOES 1 to 10,

24 Defendants.

Case No.: 23TRCV01761

~~PROPOSED~~ STIPULATED  
CONSENT JUDGMENT

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

Amended Complaint Filed: December 5, 2024  
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. (“Plaintiff”), and Camerican International, Inc. a Delaware Stock  
4 Corporation (“Defendant”) (collectively, the “Parties”).

5 **1.2 General Allegations.** On June 2, 2023, Plaintiff initiated this action by filing a  
6 Complaint for Civil Penalties and Injunctive Relief and on December 5, 2024, Plaintiff amended  
7 the complaint to add Defendant (the “Amended Complaint”) pursuant to *Health & Safety Code*  
8 § 25249.5 *et seq.* (“Proposition 65”). In this action, Plaintiff alleges that Defendant’s “Private  
9 Selection, Artichoke Hearts (UPC# 011110802484)” (the “Covered Product”) contains lead, a  
10 chemical listed under Proposition 65 as a carcinogen and reproductive toxin. Plaintiff alleges  
11 that the Covered Product exposes consumers to lead at a level requiring a Proposition 65  
12 warning. Plaintiff alleges that Defendant qualifies as a “Person” within the meaning of  
13 Proposition 65, and that Defendant manufactures, distributes, and/or offers for sale in the State  
14 of California the Covered Product.

15 **1.3 Notice of Violation.** The Amended Complaint is based on allegations contained  
16 in Plaintiff’s Notice of Violation dated March 17, 2023, and later amended on June 21, 2024 (the  
17 “Notice”), that was served on the California Attorney General, other public enforcers, and  
18 Defendant. A true and correct copy of the Notice is attached hereto as **Exhibit A** and  
19 incorporated by reference. More than 60 days have passed since the Notice was served on the  
20 Attorney General, public enforcers, and Defendant; no designated governmental entity has filed  
21 a complaint against Defendant with regard to the Covered Product or the alleged violations.

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

1 Complaint and maintains that all of the products, including the Covered Product, that it  
2 manufactured, sold and/or distributed for sale in California have been and are in compliance with  
3 all laws. Nothing in this Consent Judgment nor compliance with this Consent Judgment shall  
4 constitute or be construed as an admission by Defendant or by any of its respective officers,  
5 directors, 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 Defendant.  
8 This Section shall not, however, diminish or otherwise affect Defendant's 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 Amended  
20 Complaint and personal jurisdiction over Defendant as to the acts alleged in the Amended  
21 Complaint.

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

1 **III. INJUNCTIVE RELIEF**

2 **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning 120 days after the  
3 Effective Date (the "Compliance Date"), Defendant shall reduce the level of lead in the Covered  
4 Product, if necessary, shipped for sale in California to an exposure level of no more than 0.5  
5 micrograms of lead per serving, with serving size measured by the serving size specified on the  
6 label of the Covered Product (the "Target Level"), or be subject to the provisions of Paragraphs  
7 3.3 through 3.6 concerning warnings.

8 **3.2 Shipped for Sale in California.** "Shipped for Sale in California" means the  
9 Covered Product that Defendant either directly ships to California for sale in California, or that  
10 it sells to a distributor or retailer who Defendant knows will sell the Covered Product to  
11 consumers in California. Where a retailer or distributor sells the Covered Product both in  
12 California and other states, Defendant shall take commercially reasonable steps to ensure that  
13 the Covered Product that is sold in California is in compliance with Paragraph 3.1 through 3.6.

14 **3.3 Clear and Reasonable Warnings, When Required.** For Covered Product that  
15 does not meet the Target Level pursuant to Paragraph 3.1, above, after the Compliance Date,  
16 Defendant agrees to only manufacture for sale, purchase for sale, import for sale, or distribute  
17 for sale in or into California (in-person or online) the Covered Product that contains a warning  
18 as provided for in Paragraphs 3.4 through 3.6.

19 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered  
20 Product shall consist of a warning affixed to the packaging, label, tag, shelf, or directly to each  
21 Covered Product Shipped for Sale in California by Defendant that contains one of the following  
22 statements:

23 (A)

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

27 Defendant may, at its option, use the words "**CA WARNING:**" or "**CALIFORNIA**  
28 **WARNING:**" instead of the word "**WARNING:**".

1 (B) For warnings affixed to the packaging or label, Defendant may use the following

2 **WARNING:** Risk of cancer and reproductive harm from exposure to lead. See  
3 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

4 or

5 **WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See  
6 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

7  
8 Defendant may, at its option, use the words “**CA WARNING:**” or “**CALIFORNIA**  
9 **WARNING:**” instead of the word “**WARNING:**”.

10 For Covered Product manufactured prior to January 1, 2028, Defendant may, at its option  
11 use the following statement for warnings affixed to the packaging or label:

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

13 The warning, if affixed to the packaging, label, tag, or directly on the Covered Product  
14 shall be offset in a box with a black outline and must be in a type size no smaller than the largest  
15 type size used for other consumer information on the Covered Product. “Consumer information”  
16 includes warnings, directions for use, ingredient lists, and nutritional information. “Consumer  
17 information” does not include the brand name, product name, company name, location of  
18 manufacture, or product advertising. In no case shall the warning appear in a type size smaller  
19 than six (6) point type. The warning shall also comply with 27 C.C.R. § 25607.1(c).  
20 Specifically, where the product sign, label, or shelf tag used to provide a warning includes  
21 consumer information in a language other than English, the warning must also be provided in  
22 that language in addition to English.

23 **3.5 Warnings for Internet Sales.** For any Covered Product sold by Defendant over  
24 the internet where it will be shipped to California that does not meet the Target Level, the  
25 warning shall be displayed as follows: (A) on the primary display page for the Covered Product;  
26 (B) as a clearly marked hyperlink using the word “**WARNING**” or “**CA WARNING**” or  
27 “**CALIFORNIA WARNING**” in all capital and bold letters on the Covered Product’s primary  
28

1 display page, so long as the hyperlink goes directly to a page prominently displaying the warning  
2 without content that detracts from the warning; (C) on the checkout page or any other page in  
3 the checkout process when a California delivery address is indicated for the purchase of the  
4 Covered Product and with the warning clearly associated with the Covered Product to indicate  
5 that the Covered Product is subject to the warning; or (D) by otherwise prominently displaying  
6 the warning to the purchaser prior to completing the purchase of the Covered Product. The  
7 warning is not prominently displayed if the purchaser must search for it in the general content of  
8 the website.

9       **3.6 Warning Prominence.** Defendant agrees that each warning shall be prominently  
10 placed with such conspicuousness, as compared with the other words, statements, designs, or  
11 devices, as to render it likely to be read and understood by an ordinary individual under  
12 customary conditions before purchase or use.

13       **3.7 Compliance with Clear and Reasonable Warning.** Defendant shall be deemed  
14 to be in compliance with this Consent Judgment after the Effective Date by (A) adhering to  
15 Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements adopted  
16 by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")  
17 applicable to the Covered Product and chemical at issue.

18       **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III  
19 shall not apply to the Covered Product that is already in the stream of commerce as of the  
20 Compliance Date, which Covered Product is expressly subject to the releases provided in  
21 Section V.

22       **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the  
23 Parties, Plaintiff shall notice a Motion for Court Approval and, within ten (10) days of approval  
24 of the Consent Judgment by the Court, comply with the requirements set forth in California  
25 *Health & Safety Code* § 25249.7(f).

26       **3.10 Attorney General Objection.** If the California Attorney General objects to any  
27 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a  
28 timely manner, and if possible, prior to the hearing on the motion.

1           **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it  
2 shall be void and have no force or effect.

3 **IV. MONETARY TERMS**

4           **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,  
5 additional settlement payments, attorney fees, and costs, Defendant shall make a total payment  
6 of Sixteen Thousand Dollars (\$16,000.00) (the "Total Settlement Amount"), apportioned into a  
7 Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

8           **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*  
9 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Amended Complaint,  
10 Defendant agrees to pay One Thousand Six Hundred Dollars (\$1,600.00) in Civil Penalties. The  
11 Civil Penalty payment will be apportioned in accordance with California *Health & Safety Code*  
12 §§ 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the  
13 remaining twenty-five (25) percent of the funds retained by Plaintiff. Within fifteen (15) business  
14 days of the Effective Date, Defendant shall issue a check to "OEHHA" in the amount of One  
15 Thousand Two Hundred Dollars (\$1,200.00), with "Prop 65 Penalties" written in the Memo  
16 Line; and Defendant shall, pursuant to the instructions below, wire to Plaintiff the amount of  
17 Four Hundred Dollars (\$400.00).

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

20                   For United States Postal Delivery Service:

21                               Mike Gyurics  
22                               Fiscal Operations Branch Chief  
23                               Office of Environmental Health Hazard Assessment  
24                               P.O. Box 4010  
25                               Sacramento, CA 95812-4010

26                   For Non-United States Postal Delivery Service:

27                               Mike Gyurics  
28                               Fiscal Operations Branch Chief  
                                  Office of Environmental Health Hazard Assessment  
                                  1001 I Street MS #19B  
                                  Sacramento, CA 95814

1 All penalty payments owed to Plaintiff shall be sent via wire to:

2  
3 **Wire Instructions:**

4 Account Name: The Law Offices of Joseph R. Manning  
5 Bank Name: J.P. Morgan Chase Bank, N.A.  
6 Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612  
7 Wire Routing / ABA Number: 021000021  
8 Swift Code: CHASUS33  
9 Account Number: 579068902

10 For further benefit of: Civil Penalty Payment Case No. 23TRCV01761

11 **4.3 Attorney Fees and Costs.** Within fifteen (15) business days of the Effective Date,  
12 Defendant agrees to pay Fourteen Thousand and Four Hundred Dollars (\$14,400.00) to Plaintiff  
13 and its counsel of record for all fees and costs incurred in investigating, bringing this matter to  
14 the attention of Defendant, litigating, negotiation, and obtaining judicial approval of a settlement  
15 in the public interest.

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 Wire Routing / ABA Number: 021000021  
21 Swift Code: CHASUS33  
22 Account Number: 579068902

23 For further benefit of: Attorney's Fees Case No. 23TRCV01761

24 **4.4** In the event that Defendant fails to remit the Total Settlement Amount or any  
25 portion thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due  
26 date, Defendant shall be deemed to be in material breach of its obligations under this Consent  
27 Judgment. Plaintiff shall provide written notice of delinquency to Defendant via electronic mail  
28 to Defendant's counsel of record. If Defendant 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. Additionally, Defendant agrees to pay Plaintiff's reasonable  
3 attorney fees and costs for any efforts to collect the payment due under this Consent Judgment.

4 **V. RETENTION OF JURISDICTION**

5 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate  
6 this Consent Judgment.

7 **VI. MODIFICATION OF CONSENT JUDGMENT**

8 **6.1** This Consent Judgment may be modified only as to the injunctive terms by  
9 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,  
10 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a  
11 modified consent judgment.

12 **6.2** If Defendant seeks to modify this Consent Judgment under Paragraph 5.1, then  
13 Defendant must provide written notice to Plaintiff of its intent ("Notice of Intent"). If Plaintiff  
14 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then Plaintiff  
15 shall provide written notice of intent to meet and confer to Defendant within thirty (30) days of  
16 receiving the Notice of Intent. The Parties shall then meet and confer in good faith in person, via  
17 telephone, or via video conference within thirty (30) days of Plaintiff's written notice of intent to  
18 meet and confer. Within thirty (30) days of such a meeting, if Plaintiff disputes the proposed  
19 modification, Plaintiff shall provide Defendant a written basis for its opposition. The Parties shall  
20 continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining  
21 disputes. Should it become necessary, the Parties may agree in writing to different deadlines for  
22 the meet-and-confer period.

23 **6.3** In the event that Defendant initiates or otherwise requests a modification under  
24 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a  
25 modification of the Consent Judgment, Defendant shall reimburse Plaintiff its costs and  
26 reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing  
27 the motion.

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

2       **7.1** This Consent Judgment shall have no application to any Covered Product that is  
3 distributed or sold exclusively outside the State of California and/or that is not used by California  
4 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or  
5 environmental exposures arising under Proposition 65, nor shall it apply to any other Defendant  
6 products other than the Covered Product.

7       **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution by  
8 Plaintiff, on behalf of itself and its respective officers, directors, shareholders, employees, agents,  
9 parent companies, subsidiaries, divisions, and affiliates and on behalf of the public interest, as to  
10 Defendant and its respective officers, directors, shareholders, employees, agents, attorneys, parent  
11 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,  
12 distributors, wholesalers, or retailers, including but not limited to The Kroger Co. and Food 4  
13 Less of Southern California, Inc., and all other upstream and downstream entities in the  
14 distribution chain of the Covered Product and the predecessors, successors, and assigns of any of  
15 them (collectively, "Released Parties").

16       **7.3** Compliance with the terms of this Consent Judgment by Defendant shall be  
17 deemed to constitute compliance with Proposition 65 by any of the Released Parties regarding  
18 alleged exposures to lead in the Covered Product as set forth in the Notice and Amended  
19 Complaint.

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

1           7.5     Plaintiff on its own behalf only, and Defendant on its own behalf only, further  
2 waives and releases any and all claims they, their attorneys, or their representatives may have  
3 against each other for all actions or statements made or undertaken in the course of seeking or  
4 opposing enforcement of Proposition 65 in connection with the Notice and Amended Complaint  
5 up through and including the Effective Date, provided, however, that nothing in this Section shall  
6 affect or limit any Party's right to seek to enforce the terms of the Consent Judgment.

7           7.6     **California Civil Code Section 1542.** It is possible that other claims not known to  
8 the Parties, arising out of the facts alleged in the Notice and Amended Complaint, and relating to  
9 the Covered Product, will develop or be discovered. Plaintiff on behalf of itself only, and  
10 Defendant on behalf of itself only, acknowledge that this Consent Judgment is expressly intended  
11 to cover and include all such claims up through and including the Effective Date, including all  
12 rights of action therefore. Plaintiff and Defendant acknowledge that the claims released in Section  
13 VII above may include unknown claims, and nevertheless waive California Civil Code § 1542 as  
14 to any such unknown claims. California *Civil Code* § 1542 reads as follows:

15  
16           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
18 EXIST IN HIS OR HER FAVOR, AT THE TIME OF EXECUTING THE  
19 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
20 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
21 DEBTOR OR RELEASED PARTY.

22           7.7     **Application of Consent Judgment.** This Consent Judgment may apply to,  
23 be binding upon, and benefit the Parties and their respective officers, directors,  
24 shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees,  
25 licensees, customers, distributors, wholesalers, and retailers, and the predecessors,  
26 successors and assigns of each.

## 27 **VIII. SEVERABILITY**

28           8.1     In the event that any of the provisions of this Consent Judgment are held by a court  
of competent jurisdiction to be unenforceable, the validity of the remaining enforceable

1 provisions shall not be adversely affected.

2 **IX. GOVERNING LAW**

3 9.1 The terms and conditions of this Consent Judgment shall be governed by and  
4 construed in accordance with the laws of the State of California.

5 **X. PROVISION OF NOTICE**

6 10.1 All notices required to be given to either Party to this Consent Judgment by the  
7 other shall be in writing and sent to the following agents listed below via first-class mail or  
8 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be  
9 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall  
10 take effect on the date the return receipt is signed by the Party receiving the change.

11 Notice for Plaintiff shall be sent to:

12 Joseph R. Manning, Jr.  
13 26100 Towne Centre Drive  
14 Foothill Ranch, CA 92610  
15 Tel: Office (949) 200-8757 Fax: (866) 843-8309  
16 P65@manninglawoffice.com

17 Notice for Defendant shall be sent to:

18 Gregory P' O'Hara  
19 Lauren M. Michals  
20 Nixon Peabody LLP  
21 One Embarcadero Center 32<sup>nd</sup> Floor  
22 Tel: (415) 984-8200  
23 San Francisco, CA 94305  
24 gohara@nixonpeabody.com  
25 lmichals@nixonpeabody.com

26 **XI. EXECUTED IN COUNTERPARTS**

27 11.1 This Consent Judgment may be executed in counterparts, which taken together  
28 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

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

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

9       **13.1** If a dispute with respect to either Party's compliance with the terms of this  
10 Consent Judgment entered by the Court, the Parties shall meet and confer in person, by  
11 telephone, by video conference, and/or in writing and endeavor to resolve the dispute in an  
12 amicable manner. No action or motion may be filed with the Court in the absence of such a good  
13 faith attempt to resolve the dispute beforehand.

14 **XIV. ENFORCEMENT**

15       **14.1** The Parties may, by motion or order to show cause before the Superior Court of  
16 Los Angeles County, enforce the terms and conditions of this Consent Judgment. In any  
17 successful action brought by Plaintiff to enforce this Consent Judgment, Plaintiff may seek  
18 whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with  
19 this Consent Judgment.

20 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

21       **15.1** This Consent Judgment contains the sole and entire agreement and understanding  
22 of the Parties with respect to the entire subject matter herein, including any and all prior  
23 discussions, negotiations, commitments, and understandings related thereto. No representations,  
24 oral or otherwise, express or implied, other than those contained herein have been made by any  
25 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be  
26 deemed to exist or to bind any Party.

27       **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
28 by the Party he or she represents to stipulate to this Consent Judgment.

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

2       **16.1** This Consent Judgment has come before the Court upon the request of the Parties.  
3 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
4 regarding the matters which are the subject of this action, make the findings pursuant to  
5 California *Health and Safety Code* § 25249(f)(4) and approve this Consent Judgment.

6  
7 **IT IS SO STIPULATED.**

8  
9  
10 DATED: 10/3/2025, 2025

**PLAINTIFF**

DocuSigned by:

*eric fairon*

By: \_\_\_\_\_  
Eric Fairon, CEO  
CalSafe Research Center, Inc.

11  
12  
13  
14  
15  
16 DATED: 03/10/2025, 2025

**DEFENDANT**

*Josh Gellert*

By: \_\_\_\_\_  
Josh Gellert (Oct 3, 2025 14:36:05 EDT)

Josh Gellert

Camerican International, Inc.

17  
18  
19  
20  
21  
22 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to *Health & Safety*  
23 *Code* § 25249.7(f)(4) and *Code of Civil Procedure* § 664.6, judgment is hereby entered.

24  
25 Dated: 01/29/2025

*David K. Reinert*  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

**DAVID K. REINERT**