

1 Joseph R. Manning, Jr., Esq. (Bar No. 223381)
2 p65@manninglaw.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 George C. Salmas (Bar. No. 62626)
11 george.salmas@thefoodlawyers.com
12 Michael R. Hambly (Bar No. 119834)
13 michael.hambly@thefoodlawyers.com
14 **THE FOOD LAWYERS®**
15 1880 Century Park East, Suite 611
16 Los Angeles, CA 90067
17 *Tel: (310) 556-0721*
18 *Fax: (310) 788-8923*

19 *Attorney for Purvi*
20 *Purvi Enterprises, Inc.*

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **COUNTY OF ORANGE – WEST JUSTICE CENTER**

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

25 Plaintiff,

26 v.

27 PURVI ENTERPRISES, INC., a California
28 Stock Corporation; and DOES 1 to 10,

Purvis.

Case No.: 30-2022-01288183-CU-CR-
WJC

[PROPOSED] STIPULATED
CONSENT JUDGMENT

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

Complaint filed: October 24, 2022
Trial Date: June 3, 2024

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 Purvi
4 Enterprises, Inc. (“Purvi” or “Defendant”), a California Stock Corporation company
5 (collectively, the “Parties”).

6 **1.2 General Allegations.** On October 24, 2022, CalSafe initiated this action by filing
7 a Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to Health &
8 Safety Code § 24249.5 *et seq.* (“Proposition 65”) against Purvi. In this action, CalSafe alleges
9 that Purvi’s “Keva, Ajwain Seeds” (the “Covered Product”) contains lead, a chemical listed
10 under Proposition 65 as a carcinogen and reproductive toxin. CalSafe alleges that the Covered
11 Product exposes consumers to lead at a level requiring a Proposition 65 warning. CalSafe alleges
12 that Purvi qualifies as a “Person” within the meaning of Proposition 65, and that Purvi
13 manufactures, distributes, and/or offers for sale in the State of California the Covered Product.

14 **1.3 Notice of Violation.** The Complaint is based on allegations contained in
15 CalSafe’s Notice of Violation dated October 7, 2021(the “Notice”), that was served on the
16 California attorney General, other public enforcers, and Purvi. A true and correct copy of the
17 Notice is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days have
18 passed since the Notice was served on the Attorney General, public enforcers, and Purvi; no
19 designated governmental entity has filed a Complaint against Purvi with regard to the Covered
20 Product or the alleged violations.

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

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

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

8 **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall
9 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
10 current or future legal proceeding unrelated to this proceeding.

11 **1.7 Effective Date.** For purposes of this Consent Judgment, the “Effective Date”
12 shall be the date the Consent Judgment has been approved and entered by the Court.

13 **II. JURISDICTION AND VENUE**

14 **2.1** For purposes of this Consent Judgment and any further court action that may
15 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has
16 subject matter jurisdiction over the allegations of violations contained in the Complaint and
17 personal jurisdiction over Purvi as to the acts alleged in the Complaint.

18 **2.2** For purposes of this Consent Judgment, the Parties stipulate that venue is proper
19 in Orange County, California, and that this Court has jurisdiction to enter this Consent judgment
20 as a full and final resolution of all claims up through and including the Effective Date that were
21 or could have been asserted in this action based on the facts alleged in the Notice and Complaint.

22 **III. INJUNCTIVE RELIEF**

23 **3.1 Shipped for Sale in California.** “Shipped for Sale in California” means the
24 Covered Product that Purvi either directly ships to California for sale in California, or that it sells
25 to a distributor or retailer who Purvi knows will sell the Product to consumers in California.
26 Where a retailer or distributor sells the Covered Product both in California and other states, Purvi
27 shall take commercially reasonable steps to ensure that the only Covered Product that is sold in
28 California is in compliance with Paragraph 3.2 through 3.5.

1 **3.2 Clear and Reasonable Warnings, When Required.** Purvi agrees by the
2 Effective Date to only manufacture for sale, purchase for sale, import for sale, or distribute for
3 sale in or into California (in-person or online) the Covered Product that contains a warning as
4 provided for in Paragraphs 3.4 through 3.5.

5 **3.3 Warning Requirements.** A clear and reasonable warning for the Covered
6 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered
7 Product Shipped for Sale in California by Purvi that contains one of the following statements:

8 (A)

9
10 ⚠️ **WARNING:** Consuming this product can expose you to lead, which is known to
11 the State of California to cause cancer and birth defects or other reproductive harm. For
12 more information go to www.P65Warnings.ca.gov/food.

13 (B)

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

15 The warning shall be offset in a box with a black outline and must be in a type size no
16 smaller than the largest type size used for other consumer information on the Covered Product.
17 “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional
18 information. “Consumer information” does not include the brand name, product name, company
19 name, location of manufacture, or product advertising. In no case shall the warning appear in a
20 type size smaller than six (6) point type. Where the label for the product is not printed using the
21 color yellow, the yellow equilateral triangle consisting of a black exclamation point with a bold
22 black outline may be in black and white.

23 **3.4 Warnings for Internet Sales.** For any Covered Product sold over the internet
24 where it will be shipped to California, the warning shall be displayed as follows: (A) on the
25 primary display page for the Covered Product; (B) as a clearly marked hyperlink using the word
26 “WARNING” in all capital and bold letters on the Covered Product’s primary display page, so
27 long as the hyperlink goes directly to a page prominently displaying the warning without content
28

1 that detracts from the warning; (C) on the checkout page or any other page in the checkout
2 process when a California delivery address is indicated for the purchase of the Covered Product
3 and with the warning clearly associated with the Covered Product to indicate that the Covered
4 Product is subject to the warning; or (D) by otherwise prominently displaying the warning to the
5 purchaser prior to completing the purchase of the Covered Product. The warning is not
6 prominently displayed if the purchaser must search for it in the general content of the website.

7 **3.5 Warning Prominence.** Purvi agrees that each warning shall be prominently
8 placed with such conspicuousness, as compared with the other words, statements, designs, or
9 devices, as to render it likely to be read and understood by an ordinary individual under
10 customary conditions before purchase or use.

11 **3.6 Compliance with Clear and Reasonable Warning.** Purvi shall be deemed to be
12 in compliance with this Consent Judgment after the Effective Date by (A) adhering to Paragraphs
13 3.2 through 3.5, or (B) by complying with any future warning requirements adopted by the State
14 of California’s Office of Environmental Health Hazard Assessment (“OEHHA). If regulations,
15 legislation, or judicial rulings are enacted or issued providing that a Proposition 65 warning for
16 the Covered Product is no longer required, a lack of warning as set forth in this Consent Judgment
17 will not thereafter be a breach of this Consent Judgment.

18 **3.7 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 Effective Date, which Covered Product is expressly subject to the releases provided in Section V.

21 **3.10 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
22 Parties, CalSafe shall notice a Motion for Court Approval and, within ten (10) days of approval
23 of the Consent Judgment by the Court, comply with the requirements set forth in California
24 Health & Safety Code § 25249.7(f).

25 **3.11 Attorney General Objection.** If the California Attorney General objects to any
26 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a
27 timely manner, and if possible, prior to the hearing on the motion.

1 **3.12 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, Purvi shall make a total payment of
6 Thirty Thousand Dollars (\$30,000.00) (the “Total Settlement Amount”), apportioned into a Civil
7 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 Complaint, Purvi agrees
10 to pay Three Thousand Dollars (\$3,000.00) in Civil Penalties. The Civil Penalty payment will
11 be apportioned in accordance with California Health & Safety Code §§ 25249(c)(1), (d), with
12 seventy-five (75) percent of these funds remitted to OEHHA, and the remaining twenty-five (25)
13 percent of the funds retained by CalSafe. Within ten (10) days of the Effective Date, Purvi shall
14 issue a check to “OEHHA” in the amount of Two Thousand Two Hundred and Fifty Dollars
15 (\$2,250.00), with “Prop 65 Penalties” written in the Memo Line; and Purvi shall, pursuant to the
16 instructions below, wire to CalSafe the amount of Seven Hundred and Fifty Dollars (750.00).

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

19 For United States Postal Delivery Service:

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

25 For Non-United States Postal Delivery Service:

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

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

2 **Wire & ACH Instructions:**

3 Account Name: The Law Offices of Joseph R. Manning

4 Bank Name: First Citizens Bank

5 Bank Address: 28641 Marguerite Parkway, Mission Viejo, CA. 92692

6 ACH Routing / ABA Number: 122037760

7 Wire Routing / ABA Number: 053100300

8 Account Number: 001064978459

9 For further benefit of: Civil Penalty Payment Case No. 30-2022-01288183-CU-CR-WJC

10 **4.3 Attorney Fees and Costs.** Within ten (10) days of the Effective Date, Purvi agrees
11 to pay Twenty-Seven Thousand Dollars (\$27,000.00) to CalSafe and its counsel of record for all
12 fees and costs incurred in investigating, bringing this matter to the attention of Purvi, litigating,
13 negotiation, and obtaining judicial approval of a settlement in the public interest.

14 **Wire & ACH Instructions:**

15 Account Name: The Law Offices of Joseph R. Manning

16 Bank Name: First Citizens Bank

17 Bank Address: 28641 Marguerite Parkway, Mission Viejo, CA. 92692

18 ACH Routing / ABA Number: 122037760

19 Wire Routing / ABA Number: 053100300

20 Account Number: 001064978459

21 For further benefit of: Attorney's Fees Case No. 30-2022-01288183-CU-CR-WJC

22 **4.4** In the event that Purvi fails to remit the Total Settlement Amount or any portion
23 thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due date,
24 Purvi shall be deemed to be in material breach of its obligations under this Consent Judgment.
25 CalSafe shall provide written notice of delinquency to Purvi via electronic mail to Purvi's counsel
26 of record. If Purvi fails to deliver any portion of or all of the Total Settlement Amount within five
27
28

1 (5) days from the written notice, the Total Settlement Amount shall accrue interest at the statutory
2 judgment interest rate provided in California Code of Civil Procedure § 685.010.

3 Additionally, Purvi 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 5.3 and upon entry by the Court of a
12 modified consent judgment.

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

23 **6.3** In the event that Purvi 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, Purvi shall reimburse CalSafe its costs and reasonable
26 attorney fees for the time spent in the meet-and-confer process and filing and arguing the motion.

27
28 **VII. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED**

1 **7.1** This Consent Judgment shall have no application to any Covered Product that is
2 distributed or sold exclusively outside the State of California and/or that is not used by California
3 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or
4 environmental exposures arising under Proposition 65, nor shall it apply to any other Purvi
5 products other than the Covered Product.

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

14 **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute
15 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the
16 Covered Product as set forth in the Notice and Complaint.

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

26 **7.5** CalSafe on its own behalf only, and Purvi on its own behalf only, further waives
27 and releases any and all claims they, their attorneys, or their representatives may have against
28 each other for all actions or statements made or undertaken in the course of seeking or opposing

1 enforcement of Proposition 65 in connection with the Notice and Complaint up through and
2 including the Effective Date, provided, however, that nothing in this Section shall affect or limit
3 any Party's right to seek to enforce the terms of the Consent Judgment.

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

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

17 **VIII. SEVERABILITY**

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

21 **IX. GOVERNING LAW**

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

24 **X. PROVISION OF NOTICE**

25 All notices required to be given to either Party to this Consent Judgment by the other shall
26 be in writing and sent to the following agents listed below via first-class mail or electronic mail.
27 Any Party may modify the person/entity or address to whom the notice is to be sent by sending
28

1 the other Party notice by certified mail, return receipt requested. Said change shall take effect on
2 the date the return receipt is signed by the Party receiving the change.

3 Notice for CalSafe shall be sent to:

4 Joseph R. Manning, Jr.
5 26100 Towne Center Drive
6 Foothill Ranch, CA 92610
7 Tel: Office (949) 200-8757 Fax: (866) 843-8309
8 p65@manninglawoffice.com

9 Notice for Purvi shall be sent to:

10 George Salmas
11 The Food Lawyers®
12 1880 Century Park East
13 Suite 611
14 Los Angeles, CA 90067
15 Tel: (310) 556-0721
16 George.Salmas@TheFoodLawyers.com

17
18 **XI. EXECUTED IN COUNTERPARTS**

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

22 **XII. DRAFTING**

23 The terms of this Consent Judgment have been reviewed by the respective counsel for
24 each Party prior to its signing, and each Party has had the opportunity to fully discuss the terms
25 and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
26 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
27 and no provision of this Consent Judgment shall be construed against any Party, based on the
28 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.

///

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

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

7 **XIV. ENFORCEMENT**

8 The Parties may, by motion or order to show cause before the Superior Court of Orange
9 County, enforce the terms and conditions of this Consent Judgment. In any successful action
10 brought by CalSafe to enforce this Consent Judgment, CalSafe may seek whatever fines, costs,
11 penalties, or remedies as are provided by law for failure to comply with this Consent Judgment.

12 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

13 **15.1** This Consent Judgment contains the sole and entire agreement and understanding
14 of the Parties with respect to the entire subject matter herein, including any and all prior
15 discussions, negotiations, commitments, and understandings related thereto. No representations,
16 oral or otherwise, express or implied, other than those contained herein have been made by any
17 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
18 deemed to exist or to bind any Party.

19 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
20 by the Party he or she represents to stipulate to this Consent Judgment.

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

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

26 //

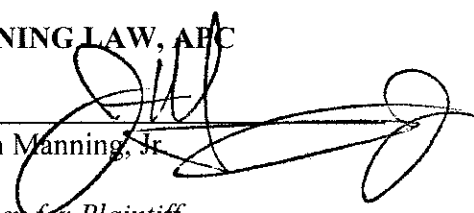
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IT IS SO STIPULATED.

1
2
3 DATED: 6/22/2023, 2023

MANNING LAW, APC

4 By: 
5 Joseph Manning, Jr.

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

8
9 DATED: 6/22/2023, 2023

CALSAFE RESEARCH CENTER, INC.

DocuSigned by:
By: eric fairon
Eric Fairon, CEO
CalSafe Research Center, Inc.

10
11
12
13 DATED: _____, 2023

THE FOOD LAWYERS®

14 By: _____
15 Michael R. Hambly

16 *Attorney for Purvi*
17 *Purvi Enterprises, Inc.*

18
19
20 DATED: _____, 2023

PURVI ENTERPRISES, INC.

21 By: _____

22 Purvi Enterprises, Inc.

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

26 Dated: _____

27 _____
28 JUDGE OF THE SUPERIOR COURT

1 IT IS SO STIPULATED.

2
3 DATED: _____, 2023

MANNING LAW, APC

4
5 By: _____
Joseph Manning, Jr.

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

8 CALSAFE RESEARCH CENTER, INC.

9 DATED: _____, 2023

10
11 By: _____
Eric Fairon, CEO
CalSafe Research Center, Inc.

12
13 DATED: June 15, 2023

14 THE FOOD LAWYERS®

15
16 By: _____
Michael R. Hambly

17
18 *Attorney for Purvi*
Purvi Enterprises, Inc.

19 PURVI ENTERPRISES, INC.

20 DATED: June 16th, 2023

21
22 By: _____

23
24 Purvi Enterprises, Inc.

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

27 Dated: _____

28 _____
JUDGE OF THE SUPERIOR COURT