

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

17 *Attorney for Defendant*
18 *PANOS Brands, LLC*

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

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

23 Plaintiff,

24 v.

25 PANOS BRANDS, LLC, a New Jersey
26 limited liability company; and DOES 1 to 10,

27 Defendants.

Case No.: 22TRCV01289

[PROPOSED] STIPULATED
CONSENT JUDGMENT

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

Complaint filed: November 18, 2022
Trial Date: June 3, 2024

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 PANOS Brands, LLC (“PANOS” or “Defendant”), a California limited liability company
5 (collectively, the “Parties”).

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

15 **1.3 Notice of Violation.** The Complaint is based on allegations contained in
16 CalSafe’s Notice of Violation dated June 10, 2022 (the “Notice”), that was served on the
17 California attorney General, other public enforcers, and PANOS. A true and correct copy of the
18 Notice is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days have
19 passed since the Notice was served on the Attorney General, public enforcers, and PANOS; no
20 designated governmental entity has filed a Complaint against PANOS with regard to the Covered
21 Product or the alleged violations.

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

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

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

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

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

16 **II. JURISDICTION AND VENUE**

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

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

26 **III. INJUNCTIVE RELIEF**

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

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

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

13 **3.2 Shipped for Sale in California.** “Shipped for Sale in California” means the
14 Covered Product that PANOS either directly ships to California for sale in California, or that it
15 sells to a distributor or retailer who PANOS knows will sell the Covered Product to consumers
16 in California. Where a retailer or distributor sells the Covered Product both in California and
17 other states, PANOS shall take commercially reasonable steps to ensure that the Covered Product
18 that is sold in California is in compliance with Paragraph 3.3 through 3.6.

19 **3.3 Clear and Reasonable Warnings, When Required.** For Covered Products that
20 do not meet the Target Level pursuant to Paragraph 3.1, above, PANOS agrees by the
21 Compliance Date to only manufacture for sale, purchase for sale, import for sale, or distribute
22 for sale in or into California (in-person or online) the Covered Product that contains a warning
23 as provided for in Paragraphs 3.4 through 3.7.

24 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered
25 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered
26 Product Shipped for Sale in California by PANOS that contains one of the following statements:
27
28

1 (A)

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

6 (B)

7 WARNING: Cancer and Reproductive Harm—www.P65Warnings.ca.gov/food.

8
9 The warning shall be offset in a box with a black outline and must be in a type size no
10 smaller than the largest type size used for other consumer information on the Covered Product.
11 “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional
12 information. “Consumer information” does not include the brand name, product name, company
13 name, location of manufacture, or product advertising. In no case shall the warning appear in a
14 type size smaller than six (6) point type. The warning shall also comply with 27 C.C.R. § 25602
15 (d). Specifically, where the product sign or label used to provide the warning includes consumer
16 information in a language other than English, the warning must also be provided in that language
17 in addition to English. If subsequently enacted changes to Proposition 65 or its implementing
18 regulations require the use of additional or different information or language on any warning
19 specifically applicable to the Covered Product, PANOS may use that new warning in place of or
20 in addition to the warning set forth in this Section.

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

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

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

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

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

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

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

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

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

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

11 **IV. MONETARY TERMS**

12 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
13 additional settlement payments, attorney fees, and costs, PANOS shall make a total payment of
14 Sixteen Thousand Dollars (\$16,000.00) (the “Total Settlement Amount”), apportioned into a
15 Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

16 **4.2 Civil Penalty Payment.** Pursuant to California Health & Safety Code
17 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, PANOS
18 agrees to pay One Thousand Six Hundred Dollars (\$1,600.00) in Civil Penalties. The Civil
19 Penalty payment will be apportioned in accordance with California Health & Safety Code §§
20 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the
21 remaining twenty-five (25) percent of the funds retained by CalSafe. Within ten (10) business
22 days of the Effective Date and after receiving all necessary taxpayer information from CalSafe,
23 PANOS shall issue a check to “OEHHA” in the amount of One Thousand Two Hundred Dollars
24 (\$1,200.00), with “Prop 65 Penalties” written in the Memo Line; and PANOS shall, pursuant to
25 the instructions below, wire to CalSafe the amount of Four Hundred Dollars (\$400.00).

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

28 For United States Postal Delivery Service:

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

6 For Non-United States Postal Delivery Service:

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

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

13 **Wire & ACH Instructions:**

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

20 For further benefit of: Civil Penalty Payment Case No. 22TRCV01289

21 **4.3 Attorney Fees and Costs.** Within ten (10) business days of the Effective Date,
22 and after receiving all necessary taxpayer information from CalSafe, PANOS agrees to pay
23 Fourteen Thousand Four Hundred Dollars (\$14,400.00) to CalSafe and its counsel of record for
24 all fees and costs incurred in investigating, bringing this matter to the attention of PANOS,
25 litigating, negotiation, and obtaining judicial approval of a settlement in the public interest.

26 **Wire & ACH Instructions:**

27 Account Name: The Law Offices of Joseph R. Manning
28 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. 22TRCV01289

V. RETENTION OF JURISDICTION

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

VI. MODIFICATION OF CONSENT JUDGMENT

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

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

6.3 In the event that a Party initiates or otherwise requests a modification under Paragraph 6.1 for reasons other than the revoking of Proposition 65 in total or revoking the application of Proposition 65 to lead in the Covered Product, and the meet and confer process leads to a joint motion or application for a modification of the Consent Judgment, the Party that initiated or requested the modification shall reimburse the other Party’s its costs and reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing the motion.

1 **VII. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED, APPLICATION**
2 **OF CONSENT JUDGMENT,**

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

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

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

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

28 **7.5** CalSafe on its own behalf only, and PANOS on its own behalf only, further waives

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

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

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

19 **7.7 Application of Consent Judgment.** This Consent Judgment may apply to,
20 be binding upon, and benefit the Parties and their respective officers, directors,
21 shareholders, employees, agent, parent companies, subsidiaries, divisions franchisees,
22 licensees, customers, distributors, wholesalers, retailers, predecessors, successors and
23 assings.

24 **VIII. SEVERABILITY**

25 In the event that any of the provisions of this Consent Judgment are held by a court of
26 competent jurisdiction to be unenforceable, the validity of the remaining enforceable provisions
27 shall not be adversely affected.
28

1 **IX. GOVERNING LAW**

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

4 **X. PROVISION OF NOTICE**

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

11 Notice for CalSafe shall be sent to:

12 Joseph R. Manning, Jr.
13 26100 Towne Center Drive
14 Foothill Ranch, CA 92610
15 Tel: Office (949) 200-8757 Fax: (866) 843-8309
16 p65@manninglawoffice.com

17 Notice for PANOS shall be sent to:

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

25 **XI. COURT APPROVAL**

26 Upon execution of this Consent Judgment by all Parties, Plaintiff shall prepare and file,
27 at its sole cost and expense, a Motion for Approval of this Consent Judgment. This Consent
28 Judgement shall not become effective until approved and entered by the Court. If this Consent
Judgment is not entered by the Court, it shall be of no force or effect, and shall not be introduced
into evidence of otherwise used in any proceeding for any purpose.

1 **XII. EXECUTED IN COUNTERPARTS**

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

5 **XIII. DRAFTING**

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

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

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

20 **XV. ENFORCEMENT**

21 A Parties may, by motion or order to show cause before the California Superior Court
22 Los Angeles, enforce the terms and conditions of this Consent Judgment. In any successful action
23 brought to enforce this Consent Judgment, the enforcing Party may seek whatever fines, costs,
24 penalties, or remedies as are provided by law for failure to comply with this Consent Judgment.

25 **XVI. ENTIRE AGREEMENT, AUTHORIZATION**

26 **15.1** This Consent Judgment contains the sole and entire agreement and understanding
27 of the Parties with respect to the entire subject matter herein, including any and all prior
28 discussions, negotiations, commitments, and understandings related thereto. No representations,

1 oral or otherwise, express or implied, other than those contained herein have been made by any
2 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
3 deemed to exist or to bind any Party.

4 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
5 by the Party he or she represents to stipulate to this Consent Judgment.

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

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

11
12 **IT IS SO STIPULATED.**

13
14 DATED: September 21, 2023


MANNING LAW, APC

15 By: 
16 Joseph Manning, Jr.

17 *Attorney for Plaintiff*
18 *CalSafe Research Center, Inc.*


19 **CALSAFE RESEARCH CENTER, INC.**

20 DATED: 9/21/2023, 2023

21 By: 
22 Eric Fairon, CEO
23 CalSafe Research Center, Inc.

24 **PANOS BRANDS, LLC**

25 DATED: Sept. 15, 2023

26 By: 
27 Darcy Zbinovec, CEO
28 PANOS Brands, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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