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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

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

Plaintiff,

v.

MARIANI PACKING CO., INC., a  
California stock corporation; and DOES 1 to  
10,

Defendants.

Case No.: 23TRCV01256

[PROPOSED] STIPULATED  
CONSENT JUDGMENT

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

Complaint filed: April 21, 2023  
Trial Date: Not Set Yet

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 Mariani  
4 Packing Co., Inc. (“Mariani” or “Defendant”) (collectively, the “Parties”).

5 **1.2 General Allegations.** On April 21, 2023, Calsafe initiated this action by filing a  
6 Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to *Health &*  
7 *Safety Code* § 24249.5 *et seq.* (“Proposition 65”) against Mariani. On [TBD once settlement is  
8 reached], Calsafe filed its First Amended Complaint (“FAC”). In this action, Calsafe alleges that  
9 the Mariani, Probiotic Apricots (also known as Probiotic Dried Apricots), Dried Fancy Apricots  
10 (also known as Mariani Apricots and Mariani Ultimate Apricots), Dried Mediterranean Apricots  
11 (also known as Mariani Mediterranean Apricots), Dried Mango (also known as Mariani Mango),  
12 Dried Pineapple (also known as Mariani Tropical Pineapple) (collectively the “Covered  
13 Products”) contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive  
14 toxin. Calsafe alleges that the Covered Products expose consumers to lead at a level requiring a  
15 Proposition 65 warning. Calsafe alleges that Mariani qualifies as a “Person” within the meaning  
16 of Proposition 65, and that Mariani manufactures, distributes, and/or offers for sale in the State  
17 of California the Covered Products.

18 **1.3 Notice of Violation.** The FAC is based on allegations contained in Calsafe’s  
19 Notices of Violation dated June 3, 2022, July 1, 2022 (two Notices), April 14, 2023, April 21,  
20 2023 and April 28, 2023 (the “Notices”), that were served on the California Attorney General,  
21 other public enforcers, and Mariani, Stater Bros. Markets, Albertsons Companies, Inc., The  
22 Kroger Co./Food 4 Less of Southern California, Inc., and ALDI Foods, Inc. (aka ALDI Inc.).  
23 True and correct copies of the Notices are attached hereto as **Exhibit A** and incorporated by  
24 reference. More than 60 days have passed since the Notices were served on the Attorney General,  
25 public enforcers, and Mariani; no designated governmental entity has filed a Complaint against  
26 Mariani with regard to the Covered Products or the alleged violations.

27 **1.4** Calsafe’s Notices and FAC allege that the use of the Covered Products by  
28 California consumers exposes them to lead without first receiving a clear and reasonable warning

1 from Mariani, which is a violation of California *Health & Safety Code* § 25249.6. Mariani denies  
2 all material allegations contained in the Notices and FAC.

3       **1.5** The Parties have entered into this Consent Judgment in order to settle,  
4 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Mariani  
5 denies the material, factual, and legal allegations in the Notices and FAC and maintains that all  
6 of the products, including the Covered Products, that it sold and/or distributed for sale in  
7 California have been and are in compliance with all laws. Nothing in this Consent Judgment nor  
8 compliance with this Consent Judgment shall constitute or be construed as an admission by  
9 Mariani or by any of their respective officers, directors, shareholders, employees, agents, parent  
10 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,  
11 distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law, or violation  
12 of law, such specifically denied by Mariani. This Section shall not, however, diminish or  
13 otherwise affect Mariani's obligations, responsibilities, and duties under this Consent Judgment.

14       **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall  
15 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
16 current or future legal proceeding unrelated to this proceeding.

17       **1.7 Effective Date.** For purposes of this Consent Judgment, the "Effective Date"  
18 shall be the date the Consent Judgment has been approved and entered by the Court.

## 19 **II. JURISDICTION AND VENUE**

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

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

1 **III. INJUNCTIVE RELIEF**

2 **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning twenty-four (24)  
3 months after the Effective Date, Mariani shall reduce the level of lead in the Covered Products,  
4 if necessary, shipped for sale in California to an exposure level of no more than 0.5 micrograms  
5 of lead per day, (the "Target Level"), or be subject to the provisions of Paragraphs 3.3 through  
6 3.6 The "Target Level" is calculated from the single serving size as stated on Covered Products'  
7 packaging and is not to exceed 0.5 micrograms of lead per day.

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

14 **3.3 Clear and Reasonable Warnings, When Required.** Mariani agrees that twenty-  
15 four (24) months after the Effective Date it will only manufacture for sale, purchase for sale,  
16 import for sale, or distribute for sale in or into California (in-person or online) the Covered  
17 Products that contain a warning as provided for in Paragraphs 3.4 through 3.6, except as provided  
18 in Paragraph 3.1.

19 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered  
20 Products shall consist of a warning affixed to the packaging, label, tag, or directly to each of the  
21 Covered Products Shipped for Sale in California by Mariani, or displayed on a placard, shelf tag,  
22 sign, or provided via any electronic device that automatically provides the warning to the  
23 purchaser before purchase, provided that the statement is displayed with such conspicuousness,  
24 as compared with other words, statements, or designs as to render it likely to be read and  
25 understood by an ordinary individual prior to sale. The warning for the Covered Products  
26 contains one of the following statements:

27 (A)  
28

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

4           (B)

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

6           The on the food product label/package warning shall be offset in a box with a black  
7           outline and must be in a type size no smaller than the largest type size used for other consumer  
8           information on the Covered Products. “Consumer information” includes warnings, directions for  
9           use, ingredient lists, and nutritional information. “Consumer information” does not include the  
10          brand name, product name, company name, location of manufacture, or product advertising. In  
11          no case shall the warning appear in a type size smaller than six (6) point type. If the Covered  
12          Products’ packaging contains consumer information in a foreign language, a warning statement  
13          in that language is required. Where the label for the product is not printed using the color yellow,  
14          the yellow equilateral triangle consisting of a black exclamation point with a bold black outline  
15          may be in black and white. If Mariani elects, the bolded and capitalized words “**CALIFORNIA**  
16          **PROPOSITION 65,**” “**CALIFORNIA PROP. 65,**” or “**PROPOSITION 65**” may be added  
17          above and prior to the word “**WARNING.**”

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

1           **3.6 Warning Prominence.** Mariani agrees that each warning shall be prominently  
2 placed with such conspicuousness, as compared with the other words, statements, designs, or  
3 devices, as to render it likely to be read and understood by an ordinary individual under  
4 customary conditions before purchase or use.

5           **3.7 Compliance with Clear and Reasonable Warning.** The warning requirements  
6 set forth herein are imposed pursuant to the terms of this Consent Judgment and are recognized  
7 by the Parties as not being the exclusive manner of providing a warning for Covered Products,  
8 which may be provided as specified in the Proposition 65 regulations (Title 27, California Code  
9 of Regulations, section 25601 *et seq.*) in effect as of the Effective Date of this Consent Judgment  
10 or as such regulations may be amended in the future. Mariani shall be deemed to be in  
11 compliance with this Consent Judgment after the Effective Date by (A) adhering to Paragraphs  
12 3.1 through 3.6, or (B) by complying with any warning requirements, or methods of warning,  
13 adopted by the State of California's Office of Environmental Health Hazard Assessment  
14 ("OEHHA) applicable to the Covered Products and chemical at issue, either now or in the future.  
15 If Proposition 65 or its implementing regulations are repealed, or any other legislation is enacted  
16 or issued, providing that a Proposition 65 warning for the Covered Products is no longer required,  
17 a lack of warning as set forth in this Consent Judgment will not thereafter be a breach of this  
18 Consent Judgment. Likewise, if a final decision of any court, state or federal, provides that a  
19 Proposition 65 warning for the Covered Products is no longer required, Mariani may utilize the  
20 process described in Section 6 of this Consent Judgment to modify this Consent Judgment  
21 accordingly, with 45 days notice to the Attorney General of any such modification. Calsafe  
22 agrees to meet and confer in good faith regarding any proposed modification on this ground by  
23 Mariani. As described in Section 6 herein, the Parties may also stipulate to any such  
24 modification, after serving notice of such modification on the Attorney General 45 days prior to  
25 the hearing on the matter.

26           **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III  
27 shall not apply to the Covered Products that are already in the stream of commerce as of twenty  
28 four (24) months following the Effective Date (the "Grace Period"), which Covered Products are

1 expressly subject to the releases provided in Section V, without regard to when such Covered  
2 Products were, or are in the future, distributed or sold to customers. As a result, the obligations  
3 of Mariani stated in Section III do not apply to Covered Products manufactured, packaged, or  
4 put into commerce until after the Grace Period.

5 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the  
6 Parties, CalSafe shall notice a Motion for Court Approval and, within ten (10) days of approval  
7 of the Consent Judgment by the Court, comply with the requirements set forth in California  
8 *Health & Safety Code* § 25249.7(f).

9 **3.10 Attorney General Objection.** If the California Attorney General objects to any  
10 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a  
11 timely manner, and if possible, prior to the hearing on the motion.

12 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it  
13 shall be void and have no force or effect.

14 **3.12 Dismissal of Claims Against Retailers.** Upon execution of this Consent  
15 Judgment by the Parties, Calsafe shall dismiss any and all complaints and all causes of action  
16 filed in any superior court in California, against any retailers for any of the Covered Products  
17 identified herein, including LA Superior Court Case No. 23TRCV00975 as to Albertsons  
18 Companies, Inc., and LA Superior Court Case No. 23TRCV01257 as to Stater Bros. Markets.

#### 19 **IV. MONETARY TERMS**

20 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,  
21 additional settlement payments, attorney fees, and costs, Mariani shall make a total payment of  
22 Ninety-One Thousand Dollars (\$91,000.00) (the “Total Settlement Amount”), apportioned into  
23 a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

24 **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*  
25 § 25249.7(b)(2) and in settlement of all claims alleged in the Notices and FAC, Mariani agrees  
26 to pay Nine Thousand and One Hundred Dollars (\$9,100.00) in Civil Penalties. The Civil Penalty  
27 payment will be apportioned in accordance with California *Health & Safety Code* §§  
28 25249.12(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the

1 remaining twenty-five (25) percent of the funds retained by CalSafe. Within fourteen (14)  
2 calendar days of the Effective Date, Mariani shall issue a check to "OEHHA" in the amount of  
3 Six Thousand Eight Hundred and Twenty Five Dollars (\$6,825.00), with "Prop 65 Penalties"  
4 written in the Memo Line; and Mariani shall, pursuant to the instructions below, wire to Calsafe  
5 the amount of Two Thousand Two Hundred and Seventy-Five Dollars (\$2,275.00).

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

8 For United States Postal Delivery Service:

9 Mike Gyurics  
10 Fiscal Operations Branch Chief  
11 Office of Environmental Health Hazard Assessment  
12 P.O. Box 4010  
13 Sacramento, CA 95812-4010

14 For Non-United States Postal Delivery Service:

15 Mike Gyurics  
16 Fiscal Operations Branch Chief  
17 Office of Environmental Health Hazard Assessment  
18 1001 I Street MS #19B  
19 Sacramento, CA 95814

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

21 **Wire & ACH Instructions:**

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

28 For further benefit of: Civil Penalty Payment Case No. 23TRCV01256

29 **4.3 Attorney Fees and Costs.** Within fourteen (14) calendar days of the Effective  
30 Date, Mariani agrees to pay Eighty-One Thousand and Nine Hundred Dollars (\$81,900.00) to  
31 Calsafe and its counsel of record for all fees and costs incurred in investigating, bringing this



1 matter to the attention of Mariani, litigating, negotiation, and obtaining judicial approval of a  
2 settlement in the public interest.

3 **Wire & ACH Instructions:**

4  
5 Account Name: The Law Offices of Joseph R. Manning  
6 Bank Name: J.P. Morgan Chase Bank, N.A.  
7 Bank Address: 270 Park Ave. New York, NY. 10017  
8 ACH Routing / ABA Number: 322271627  
9 Wire Routing / ABA Number: 021000021  
10 Account Number: 802922919

11 For further benefit of: Attorney's Fees Case No. 23TRCV01256

12 **4.4** In the event that Mariani fails to remit the Total Settlement Amount or any portion  
13 thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due date,  
14 Mariani shall be deemed to be in material breach of its obligations under this Consent Judgment.  
15 CalSafe shall provide written notice of delinquency to Mariani via electronic mail to Mariani's  
16 counsel of record. If Mariani fails to deliver any portion of or all of the Total Settlement Amount  
17 within five (5) days from the written notice, the Total Settlement Amount shall accrue interest at  
18 the statutory judgment interest rate provided in California *Code of Civil Procedure* § 685.010.

19 Additionally, Mariani agrees to pay Calsafe's reasonable attorney fees and costs for any  
20 efforts to collect the payment due under this Consent Judgment.

21 **V. RETENTION OF JURISDICTION**

22 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate  
23 this Consent Judgment.

24 **VI. MODIFICATION OF CONSENT JUDGMENT**

25 **6.1** This Consent Judgment may be modified only as to the injunctive terms by  
26 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment  
27 after 45 days notice to the Attorney General, or (B) by motion of either Party pursuant to  
28 Paragraph 6.1 and upon entry by the Court of a modified consent judgment after 45 days notice  
to the Attorney General.

1           **6.2**     If Mariani seeks to modify this Consent Judgment under Paragraph 6.1, then  
2 Mariani must provide written notice to Calsafe of its intent (“Notice of Intent”). If Calsafe seeks  
3 to meet and confer regarding the proposed modification in the Notice of Intent, then Calsafe shall  
4 provide written notice of intent to meet and confer to Mariani within thirty (30) days of receiving  
5 the Notice of Intent. The Parties shall then meet and confer in good faith in person, via telephone,  
6 or via video conference within thirty (30) days of Calsafe’s written notice of intent to meet and  
7 confer. Within thirty (30) days of such a meeting, if Calsafe disputes the proposed modification,  
8 Calsafe shall provide Mariani a written basis for its opposition. The Parties shall continue to meet  
9 and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. Should  
10 it become necessary, the Parties may agree in writing to different deadlines for the meet-and-  
11 confer period. Each party will bear its own attorneys’ fees and costs during this process, if it  
12 occurs.

## 13 **VII. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED**

14           **7.1**     This Consent Judgment shall have no application to any Covered Product that is  
15 distributed or sold exclusively outside the State of California and/or that is not used by California  
16 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or  
17 environmental exposures arising under Proposition 65, nor shall it apply to any other Mariani  
18 products other than the Covered Products.

19           **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution  
20 between Calsafe, on behalf of itself and its respective officers, directors, shareholders, employees,  
21 agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public  
22 interest, and Mariani and its respective officers, directors, shareholders, employees, agents, parent  
23 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,  
24 distributors, wholesalers, or retailers, including, but not limited to, Stater Bros. Markets,  
25 Albertsons Companies, Inc., The Kroger Co./Food 4 Less of Southern California, Inc., and ALDI  
26 Inc. and all other upstream and downstream entities in the distribution chain of the Covered  
27 Products and the predecessors, successors, and assigns of any of them (collectively, “Released  
28 Parties”).

1           **7.3**     Compliance with the terms of this Consent Judgment shall be deemed to constitute  
2 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the  
3 Covered Products as set forth in the Notices and FAC.

4           **7.4     Calsafe Release.** Calsafe, on behalf of itself and its respective officers, directors,  
5 shareholders, employees, agents, parent companies, subsidiaries, divisions, and affiliates and on  
6 behalf of the public interest fully releases and discharges Released Parties from any and all claims,  
7 actions, cause of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses  
8 asserted, or that could have been asserted, based on or related to the handling, use, sale,  
9 distribution, or consumption of the Covered Products in California, as to any alleged violation of  
10 Proposition 65 or its implementing regulations up through the Effective Date, based on a failure  
11 to provide Proposition 65 warning on the Covered Products with respect to lead as set forth in the  
12 Notices and FAC.

13           **7.5**     Calsafe on its own behalf only, and Mariani on its own behalf only, further waives  
14 and releases any and all claims they, their attorneys, or their representatives may have against  
15 each other for all actions or statements made or undertaken in the course of seeking or opposing  
16 enforcement of Proposition 65 in connection with the Notices and FAC up through and including  
17 the Effective Date, provided, however, that nothing in this Section shall affect or limit any Party's  
18 right to seek to enforce the terms of the Consent Judgment.

19           **7.6     California Civil Code Section 1542.** It is possible that other claims not known to  
20 the Parties, arising out of the facts alleged in the Notices and FAC, and relating to the Covered  
21 Products, will develop or be discovered. Calsafe on behalf of itself only, and Mariani on behalf  
22 of itself only, acknowledge that this Consent Judgment is expressly intended to cover and include  
23 all such claims up through and including the Effective Date, including all rights of action  
24 therefore. Calsafe and Mariani acknowledge that the claims released in Section VII above may  
25 include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such  
26 unknown claims. California *Civil Code* § 1542 reads as follows:  
27  
28

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
3 EXIST IN HIS OR HER FAVOR, AT THE TIME OF EXECUTING THE  
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
6 DEBTOR OR RELEASED PARTY.

7  
8 **VIII. SEVERABILITY**

9 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court  
10 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable  
11 provisions shall not be adversely affected.

12 **IX. GOVERNING LAW**

13 **9.1** The terms and conditions of this Consent Judgment shall be governed by and  
14 construed in accordance with the laws of the State of California.

15 **X. PROVISION OF NOTICE**

16 **10.1** All notices required to be given to either Party to this Consent Judgment by the  
17 other shall be in writing and sent to the following agents listed below via first-class mail or  
18 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be  
19 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall  
20 take effect on the date the return receipt is signed by the Party receiving the change.

21 Notice for Calsafe shall be sent to:

22 Joseph R. Manning, Jr.  
23 26100 Towne Center Drive  
24 Foothill Ranch, CA 92610  
25 Tel: Office (949) 200-8757 Fax: (866) 843-8309  
26 p65@manninglawoffice.com

27 Notice for Mariani shall be sent to:

28 John C. McCarron  
Downey Brand LLP  
621 Capitol Mall, 18<sup>th</sup> Floor  
Sacramento, CA 95814  
Tel: 916-444-1000  
Jmccarron@downeybrand.com

Sophia Castillo  
Keller & Heckman LLP  
Three Embarcadero Center  
Suite 1420  
San Francisco, CA 94111  
[castillo@khlaw.com](mailto:castillo@khlaw.com)

**XI. EXECUTED IN COUNTERPARTS**

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

**XII. DRAFTING**

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

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

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

**XIV. ENFORCEMENT**

**14.1** The Parties may, by motion or order to show cause before the Superior Court of Los Angeles County, enforce the terms and conditions of this Consent Judgment. In any successful action brought by Calsafe to enforce this Consent Judgment, Calsafe may seek

1 whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with  
2 this Consent Judgment

3 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

4 **15.1** This Consent Judgment contains the sole and entire agreement and understanding  
5 of the Parties with respect to the entire subject matter herein, including any and all prior  
6 discussions, negotiations, commitments, and understandings related thereto. No representations,  
7 oral or otherwise, express or implied, other than those contained herein have been made by any  
8 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be  
9 deemed to exist or to bind any Party.

10 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
11 by the Party he or she represents to stipulate to this Consent Judgment.

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

13 **16.1** This Consent Judgment has come before the Court upon the request of the Parties.  
14 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
15 regarding the matters which are the subject of this action, make the findings pursuant to  
16 California *Health and Safety Code* § 25249(f)(4) and approve this Consent Judgment.

17  
18 **IT IS SO STIPULATED.**

19  
20 **CALSAFE RESEARCH CENTER, INC.**

21  
22 DATED: 12/28/2023, 2023

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

MARIANI PACKING CO., INC.

DATED: 12/21, 2023

By: 

Mariani Packing Co., Inc.

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

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