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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.

GIORGIO FOODS, INC., a Pennsylvania  
business corporation; and DOES 1 to 10,

Defendants.

Case No.: 23TRCV00313

**[PROPOSED] STIPULATED  
CONSENT JUDGMENT**

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

Complaint filed: February 3, 2023  
Trial Date: TBD

1 **I. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent Judgment is entered into by and between Calsafe Research Center, Inc.  
4 (“Calsafe” or “Plaintiff”), a California non-profit corporation, and Giorgio Foods, Inc., a  
5 Pennsylvania Business Corporation (“Giorgio” or “Defendant”) (collectively, the “Parties”).

6 **1.2 General Allegations**

7 On February 3, 2023, CalSafe initiated this action by filing a Complaint for Civil  
8 Penalties and Injunctive Relief (the “Complaint”) pursuant to *Health & Safety Code* § 24249.5  
9 *et seq.* (“Proposition 65”) against Giorgio. In this action, Calsafe alleges that the Savory Wild  
10 flavored portabella mushroom jerky products that are manufactured, imported, sold, or  
11 distributed by Giorgio contain lead, a chemical listed under Proposition 65 as a carcinogen and  
12 reproductive toxin. Calsafe alleges that these products expose consumers to lead at a level  
13 requiring a Proposition 65 warning. Calsafe alleges that Giorgio qualifies as a “Person” within  
14 the meaning of Proposition 65, and that Giorgio manufactures, distributes, and/or offers these  
15 products for sale in the State of California.

16 **1.3 Notice of Violation**

17 The Complaint is based on allegations contained in Calsafe’s Notice of Violation dated  
18 July 29, 2022 (the “Notice”), that was served on the California Attorney General, other public  
19 enforcers, and Giorgio. A true and correct copy of the Notice is attached hereto as **Exhibit A**  
20 and incorporated by reference.

21 More than 60 days have passed since the Notice was served on the Attorney General,  
22 public enforcers, and Giorgio; and, to the best of the Parties’ knowledge, no public enforcer has  
23 commenced and is diligently prosecuting an action to enforce the violations alleged in the Notice.

24 **1.4 Product Description**

25 The products covered by this Consent Judgment are flavored portabella mushroom jerky  
26 products including but not limited to all Savory Wild flavored portabella mushroom jerky  
27 variants (expressly including, but not limited to, the Savory Wild Portabella Jerky-Sweet  
28 Balsamic & Golden Fig; Savory Wild Portabella Jerky-Smokehouse Bacon; Savory Wild

1 Portabella Jerky-Hot & Spicy Cajun Style; Savory Wild Portabella Jerky-Hot & Spicy; Savory  
2 Wild Portabella Jerky-Sesame Ginger & Korean Chili and Savory Wild Portabella Jerky-Roasted  
3 Garlic & Black Pepper) (the “Covered Products”) manufactured or processed by Giorgio,  
4 Defendant Entities or Releasees (as defined in Section VI) and that are imported, sold, shipped,  
5 delivered, or distributed for sale to consumers in California by Giorgio, Defendant Entities or  
6 Releasees. The Covered Products include Covered Products sold in Giorgio’s own brand names  
7 and Covered Products sold under private label arrangements entered into with retailers or others,  
8 if any.

9 **1.5 No Admission**

10 The Parties have entered into this Consent Judgment in order to settle, compromise, and  
11 resolve disputed claims and thus avoid prolonged and costly litigation. Giorgio denies the  
12 material, factual, and legal allegations in the Notice and Complaint and maintains that all of the  
13 products, including the Covered Products, that it sold and/or distributed for sale in California  
14 have been and are in compliance with all laws. Nothing in this Consent Judgment nor  
15 compliance with this Consent Judgment shall constitute or be construed as an admission by  
16 Giorgio or by any of their respective officers, directors, shareholders, employees, agents, parent  
17 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,  
18 distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law, or violation  
19 of law, such specifically denied by the Giorgio. Except as expressly set forth herein, nothing in  
20 this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense  
21 the Parties may have in any current or future legal proceeding unrelated to this proceeding. This  
22 Paragraph shall not, however, diminish or otherwise affect Giorgio’s obligations,  
23 responsibilities, and duties under this Consent Judgment.

24 **1.6 Effective and Compliance Dates**

25 For purposes of this Consent Judgment, the term “Effective Date” shall be the date on  
26 which Calsafe serves notice on Giorgio that the Court has approved and entered this Consent  
27 Judgment, as discussed in Section XI. Since the reformulation described below must ensure  
28

1 compliance with applicable regulatory requirements, the “Compliance Date”, for purposes of  
2 this Consent Judgment, means the date twelve (12) months after the Effective Date.

## 3 **II. JURISDICTION**

4 **2.1** For purposes of this Consent Judgment and any further court action that may  
5 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has  
6 subject matter jurisdiction over the allegations of violations contained in the Complaint and  
7 personal jurisdiction over Giorgio as to the acts alleged in the Complaint.

## 8 **III. INJUNCTIVE RELIEF**

### 9 **3.1 Lead Reduction, Target Level, Compliance Date**

10 Beginning on the Compliance Date, Giorgio shall reduce the level of lead in the Covered  
11 Products, if necessary, Shipped for Sale in California to an exposure level of no more than 0.5  
12 micrograms of lead per 30 gram serving of the Covered Products (the “Target Level”), or be  
13 subject to the provisions of Paragraphs 3.3 through 3.6.

14 Compliance of the Covered Products relative to the Target Level may be demonstrated  
15 by the Parties by measuring the lead concentration, if any, in at least five (5) samples of the same  
16 Covered Products (however branded) which shall be selected from the same production lot. The  
17 geometric mean of these test results shall then be determined. That mean result shall be deemed  
18 the final result and shall constitute the applicable test result for determining the Covered  
19 Products’ lead concentration relative to the Target Level. The lead concentration of the samples  
20 shall be measured by means of a test performed by inductively coupled plasma mass  
21 spectrometry (ICP-MS) equipment.

### 22 **3.2 Shipped for Sale in California**

23 For purposes of this Consent Judgment, “Shipped for Sale in California” means the  
24 Covered Product that Giorgio either directly ships to California for sale in California, or that it  
25 sells to a distributor or retailer who Giorgio knows will sell the Product to consumers in  
26 California. Where a retailer or distributor sells the Covered Product both in California and other  
27 states, Giorgio shall take commercially reasonable steps to ensure that the only Covered Product  
28 that is sold in California is in compliance with Paragraphs 3.1 through 3.6.

### 3.3 Clear and Reasonable Warnings, When Required

If Giorgio does not achieve the Target Level in the Covered Products by the Compliance Date, Giorgio agrees to only manufacture for sale, purchase for sale, import for sale, or distribute for sale in or into California (in-person or online) Covered Products that are sold with a clear and reasonable warning as provided for in this Paragraph and Paragraphs 3.4 through 3.6.

### 3.4 Warning Requirements

For purposes of this Consent Judgment, a clear and reasonable warning for the Covered Products shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered Product Shipped for Sale in California by Giorgio that contains one of the following statements:

(A)

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

(B)

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

Giorgio shall use the phrase “cancer and” in the warning statement if Giorgio has reason to believe that the exposure to lead from a 30-gram serving of the Covered Product is greater than 15 micrograms. If Giorgio elects, the words “CALIFORNIA PROPOSITION 65,” “CA PROP. 65” or “PROPOSITION 65” may be added prior to the word “WARNING.”

The warning shall be offset in a box with a black outline. Giorgio agrees that each warning shall be prominently placed with such conspicuousness, as compared with the other words, statements, designs, or devices, as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. The warning must be in a type size no smaller than the largest type size used for other consumer information on the Covered Product. “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional information. “Consumer information” does not include the brand name,

1 product name, company name, location of manufacture, or product advertising. In no case shall  
2 the warning appear in a type size smaller than six (6) point type. The warning shall also comply  
3 with 27 C.C.R. § 25607.1(c). Specifically, where the product sign, label, or shelf tag used to  
4 provide a warning includes consumer information in a language other than English, the warning  
5 must also be provided in that language in addition to English.

6 The requirements for warnings, set forth above, are imposed pursuant to the terms of this  
7 Consent Judgment. The Parties recognize that these are not the exclusive methods of providing  
8 a warning under Proposition 65 and its implementing regulations. Giorgio shall be deemed to  
9 be in compliance with the warning requirements of this Consent Judgment by either adhering to  
10 this Paragraph 3.4 or by complying with the Proposition 65 warning requirements adopted by  
11 the State of California Office of Environmental Health Hazard Assessment (“OEHHA”) as of or  
12 after the Compliance Date. If regulations or legislation are enacted or issued providing that a  
13 Proposition 65 warning for the Covered Product is no longer required, a lack of warning as set  
14 forth in this Consent Judgment will not thereafter be a breach of this Consent Judgment.

### 15 **3.5 Warnings for Internet Sales**

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

1           **3.6     Grace Period for Existing Inventory of the Covered Products**

2           The injunctive requirements of Section III shall not apply to Covered Products that are  
3 already in the stream of commerce as of the Compliance Date, which Covered Products are  
4 expressly subject to the releases provided in Section VI.

5           **IV.     MONETARY TERMS**

6           **4.1     Total Settlement Amount**

7           In full satisfaction of all potential civil penalties, additional settlement payments, attorney  
8 fees, and costs, Giorgio shall make a total payment of Thirty Thousand Dollars (\$30,000.00) (the  
9 “Total Settlement Amount”), apportioned into a Civil Penalty, and Attorney Fees and Costs as  
10 set forth in Paragraphs 4.2 and 4.3, below.

11           **4.2     Civil Penalty Payment**

12           Pursuant to California *Health & Safety Code* § 25249.7(b)(2), and in settlement of all  
13 claims alleged in the Notice and Complaint or referred to in this Consent Judgment, Giorgio  
14 agrees to pay Three Thousand Dollars (\$3,000.00) in Civil Penalties. The Civil Penalty payment  
15 will be apportioned in accordance with California *Health & Safety Code* §§ 25249(c)(1) & (d),  
16 with seventy-five (75) percent of the penalty amount paid to the California Office of  
17 Environmental Health Hazard Assessment (“OEHHA”) and the remaining twenty-five (25)  
18 percent of the penalty amount retained by CalSafe. Within twenty (20) days of the Effective  
19 Date, Giorgio shall issue a check to “OEHHA” in the amount of Two Thousand Two Hundred  
20 and Fifty Dollars (\$2,250.00), with “Prop 65 Penalties” written in the Memo Line; and Giorgio  
21 shall, pursuant to the instructions below, wire to CalSafe the amount of Seven Hundred and Fifty  
22 Dollars (\$750.00).

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

25                     For United States Postal Delivery Service:

26                     Mike Gyurics  
27                     Fiscal Operations Branch Chief  
28                     Office of Environmental Health Hazard Assessment  
                      P.O. Box 4010  
                      Sacramento, CA 95812-4010

For Non-United States Postal Delivery Service:

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

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

**Wire & ACH Instructions:**

Account Name: The Law Offices of Joseph R. Manning  
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: Civil Penalty Payment Case No. 23TRCV00313

**4.3 Attorney Fees and Costs**

Within twenty (20) days of the Effective Date, Giorgio agrees to pay Twenty-Seven Thousand Dollars (\$27,000.00) to CalSafe and its counsel of record for all fees and costs incurred in investigating, bringing this matter to the attention of Giorgio, litigating, negotiation, and obtaining judicial approval of a settlement in the public interest.

**Wire & ACH Instructions:**

Account Name: The Law Offices of Joseph R. Manning  
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. 23TRCV00313



1           **4.4     Tax Documentation**

2           CalSafe and Manning Law agree to provide IRS W-9 forms for themselves and for  
3           OEHHA to Giorgio. The Parties acknowledge that Giorgio cannot issue any settlement payments  
4           pursuant to this Consent Judgment until after Giorgio receives the requisite W-9 forms from Cal  
5           Safe's counsel.

6           **V.     RETENTION OF JURISDICTION**

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

9           **VI.    CLAIMS COVERED AND CLAIMS RELEASED**

10           **6.1     Calsafe's Public Release of Proposition 65 Claims**

11           Calsafe, acting on its own behalf and in the public interest, releases Giorgio and its parents,  
12           subsidiaries, affiliated entities under common ownership, its directors, officers, principals, agents,  
13           employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Defendant  
14           Entities"), and all upstream entities from which Defendant Entities obtained the Covered Products  
15           and all entities to which Defendant Entities directly or indirectly distribute, ship, or sell the  
16           Covered Products including but not limited to downstream distributors, wholesalers, customers,  
17           and retailers, franchisees, franchisors, cooperative members, suppliers, licensees, and licensors,  
18           and all of the foregoing entities' owners, directors, officers, agents, principals, employees,  
19           attorneys, insurers, accountants, representatives, predecessors, successors, and assigns  
20           (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 based  
21           on exposure to lead from Covered Products that are or have been marketed, manufactured,  
22           supplied or distributed (including by Giorgio, Defendant Entities or Releasees) prior to the  
23           Compliance Date. This Consent Judgment is a full, final and binding resolution of all claims that  
24           were or could have been asserted against Giorgio, Defendant Entities and Releasees, or any of  
25           them, for failure to provide warnings for alleged exposures to lead in Covered Products.

26  
27  
28

1           **6.2    Compliance with Proposition 65**

2           Compliance with the terms of this Consent Judgment shall be deemed to constitute  
3 compliance with Proposition 65 by Giorgio, Defendant Entities and Releasees regarding alleged  
4 exposures to the Covered Products as set forth in the Notice and Complaint.

5           **6.3    Calsafe's Individual Release of Claims**

6           Calsafe, in its individual capacity only, and on behalf of itself and its successors, heirs,  
7 assigns, agents, and attorneys, also provides a release herein to Giorgio, Defendant Entities and  
8 Releasees from all claims as to all chemicals currently listed under Proposition 65 in all the  
9 Covered Products. In addition, Calsafe, in its individual capacity only, and on behalf of itself and  
10 its successors, heirs, assigns, agents, and attorneys, also provides a release herein to Giorgio,  
11 Defendant Entities and Releasees which shall be effective as a full and final accord and  
12 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorney's fees,  
13 damages, losses, claims, liabilities and demands of any nature, character, or kind, whether known  
14 or unknown, suspected or unsuspected, with respect to any other issue concerning the Covered  
15 Products. In this regard, Calsafe has had the benefit of counsel, and has been advised of,  
16 understands, and knowingly and specifically waives its rights under California Civil Code Section  
17 1542 which provides as follows:

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

24           **6.4    Giorgio's Release of Calsafe**

25           Giorgio on its own behalf, and on behalf of Defendant Entities as well as its past and  
26 current agents, representatives, attorneys, successors, and assignees, hereby waives any and all  
27 claims against Calsafe and its attorneys and other representatives, for any and all actions taken or  
28

statements made by Calsafe and its attorneys and other representatives, in the course of investigating claims or otherwise seeking to enforce Proposition 65 against them in this matter.

## **VII. MODIFICATION**

**7.1** 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 Section 5 and upon entry by the Court of a modified consent judgment.

**7.2** If Giorgio seeks to modify this Consent Judgment under Section 5, then Giorgio must provide written notice to Calsafe of its intent (“Notice of Intent”). If Calsafe seeks to meet and confer regarding the proposed modification in the Notice of Intent, then Calsafe shall provide written notice of intent to meet and confer to Giorgio 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 Calsafe’s written notice of intent to meet and confer. Within thirty (30) days of such a meeting, if Calsafe disputes the proposed modification, Calsafe shall provide Giorgio 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.

## **VIII. POST-EXECUTION ACTIVITIES**

### **8.1 Entry of Consent Judgment**

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

### **8.2 Attorney General Objection**

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

1           **8.3     Void if Not Approved**

2           If this Consent Judgment is not approved by the Court, it shall be void and have no force  
3 or effect.

4           **IX.           SEVERABILITY**

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

8           **X.          GOVERNING LAW**

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

11          **XI.        PROVISION OF NOTICE**

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

17                   Notice for Calsafe shall be sent to:

18                   Joseph R. Manning, Jr.  
19                   26100 Towne Center Drive  
20                   Foothill Ranch, CA 92610  
21                   Tel: Office (949) 200-8757  
22                   Fax: (866) 843-8309  
23                   p65@manninglawoffice.com

24                   Notice for Giorgio shall be sent to:

25                   Rohit A. Sabnis  
26                   Keller & Heckman LLP  
27                   Three Embarcadero Center, STE 1420  
28                   San Francisco, CA 94111

Any Party may, from time to time, specify in writing to the other, a change of address to which

1 notices, and other communications shall be sent.

2 **XII. EXECUTED IN COUNTERPARTS**

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

6 **XIII. DRAFTING**

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

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

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

21 **XV. ENFORCEMENT**

22 The Parties may, by motion or order to show cause before the Superior Court of Los  
23 Angeles County, enforce the terms and conditions of this Consent Judgment. Calsafe shall have  
24 the exclusive authority to enforce the terms of Section III of this Consent Judgment. In any  
25 successful action brought by the Parties to enforce this Consent Judgment, the Parties may seek  
26 whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with  
27 this Consent Judgment.  
28

1 **XVI. ENTIRE AGREEMENT, AUTHORIZATION**

2       **16.1** This Consent Judgment contains the sole and entire agreement and understanding  
3 of the Parties with respect to the entire subject matter herein, including any and all prior  
4 discussions, negotiations, commitments, and understandings related thereto. No representations,  
5 oral or otherwise, express or implied, other than those contained herein have been made by any  
6 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be  
7 deemed to exist or to bind any Party.

8       **16.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
9 by the Party he or she represents to stipulate to this Consent Judgment.

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

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

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**XVIII. AUTHORIZATION**

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

**IT IS SO STIPULATED.**

DATED: November 28, 2023

**MANNING LAW, APC**

By: 

Joseph Manning, Jr.

*Attorney for Plaintiff  
Calsafe Research Center, Inc.*

DATED: 11/28/2023, 2023

**CALSAFE RESEARCH CENTER, INC.**

By: 

Eric Fairon, CEO

Calsafe Research Center, Inc.

**GIORGIO FOODS, INC.**

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Giorgio Foods, 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

4884-4217-1284, v. 1

**XVIII. AUTHORIZATION**

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

**IT IS SO STIPULATED.**

DATED: \_\_\_\_\_, 2023

**MANNING LAW, APC**

By: \_\_\_\_\_  
Joseph Manning, Jr.

*Attorney for Plaintiff  
Calsafe Research Center, Inc.*

**CALSAFE RESEARCH CENTER, INC.**

DATED: \_\_\_\_\_, 2023

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

**GIORGIO FOODS, INC.**

28 November 2023  
DATED: \_\_\_\_\_, 2023

DocuSigned by:  
  
By: \_\_\_\_\_  
66F34D495AA8412...  
Michael Rettig  
Giorgio Foods, 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

4884-4217-1284, v. 1