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

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

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

14 Plaintiff,

15 v.

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

18 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 six (6) 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. The concentration of lead in any Covered
14 Product flavor variant shall be deemed to comply with the Target Level if the lead concentration
15 both does not exceed the average unit concentration and is below the maximum unit
16 concentration set forth in Table A. The lead concentration of the samples shall be measured by
17 means of a test performed by inductively coupled plasma mass spectrometry (ICP-MS)
18 equipment.

19 The term “unit concentration” is the concentration of lead measured in a single Covered
20 Product flavor variant or individual packaged unit, such as a bag, box, or carton, of the specific
21 Covered Product flavor variant in the form the product is sold to consumers in California. The
22 unit concentration is based on a representative composite sample taken from the individual
23 packaged unit. A “representative composite sample” is made up of portions of the Covered
24 Product flavor variant in the same proportion as in the whole individual packaged unit.

25 The term “average unit concentration” refers to the average of unit concentrations
26 measured. The average unit concentration is determined by measuring the lead concentration, if
27 any, in at least five (5) samples of the same Covered Product flavor variant (however branded)
28

1 which shall be selected from the same production lot. The geometric mean of these test results
2 shall then be determined. That mean result shall constitute the average unit concentration.

3 **TABLE A**

4

<i>Flavor Variant</i>	<i>Maximum Average Concentration (ppb)</i>	<i>Maximum Unit Concentration (ppb)</i>
Smokehouse Bacon	16.7	26.3
Hot & Spicy Cajun Style/ Hot & Spicy	16.7	62.5
Sesame Ginger & Korean Chili	16.7	21.0
Roasted Garlic & Black Pepper	16.7	17.0

12 **3.2 Shipped for Sale in California**

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

19 **3.3 Clear and Reasonable Warnings, When Required**

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

24 **3.4 Warning Requirements**

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

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

12 The warning shall be offset in a box with a black outline. Giorgio agrees that each
13 warning shall be prominently placed with such conspicuousness, as compared with the other
14 words, statements, designs, or devices, as to render it likely to be read and understood by an
15 ordinary individual under customary conditions before purchase or use. The warning must be in
16 a type size no smaller than the largest type size used for other consumer information on the
17 Covered Product. “Consumer information” includes warnings, directions for use, ingredient
18 lists, and nutritional information. “Consumer information” does not include the brand name,
19 product name, company name, location of manufacture, or product advertising. In no case shall
20 the warning appear in a type size smaller than six (6) point type. The warning shall also comply
21 with 27 C.C.R. § 25607.1(c). Specifically, where the product sign, label, or shelf tag used to
22 provide a warning includes consumer information in a language other than English, the warning
23 must also be provided in that language in addition to English.

24 The requirements for warnings, set forth above, are imposed pursuant to the terms of this
25 Consent Judgment. The Parties recognize that these are not the exclusive methods of providing
26 a warning under Proposition 65 and its implementing regulations. Giorgio shall be deemed to
27 be in compliance with the warning requirements of this Consent Judgment by either adhering to
28 this Paragraph 3.4 or by complying with the Proposition 65 warning requirements adopted by

1 the State of California Office of Environmental Health Hazard Assessment (“OEHHA”)
2 applicable to the product and chemical as of or after the Compliance Date. If regulations or
3 legislation are enacted or issued providing that a Proposition 65 warning for the Covered Product
4 is no longer required, a lack of warning as set forth in this Consent Judgment will not thereafter
5 be a breach of this Consent Judgment.

6 **3.5 Warnings for Internet Sales**

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

18 **3.6 Grace Period for Existing Inventory of the Covered Products**

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

22 **3.7 Discontinued Covered Product Flavor Variant**

23 The Sweet Balsamic & Golden Fig Covered Product flavor variant has been discontinued and is
24 not offered for sale in California. If this Covered Product flavor variant is reintroduced into the
25 California market, it cannot be sold without a warning if the lead concentration in this flavor variant
26 results in an exposure greater than 0.5 µg per 30 gram serving (with no averaging permitted pursuant to
27 Paragraph 3.1).

28 **IV. MONETARY TERMS**

1 **4.1 Total Settlement Amount**

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

6 **4.2 Civil Penalty Payment**

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

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

20 For United States Postal Delivery Service:

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

24 For Non-United States Postal Delivery Service:

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

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

2
3 **Wire Instructions:**

4 Account Name: The Law Offices of Joseph R. Manning
5 Bank Name: J.P. Morgan Chase Bank, N.A.
6 Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
7 Routing Number: 322271627
8 Wire Routing / ABA Number: 021000021
9 Swift Code: CHASUS33
10 Account Number: 579068902

11 For further benefit of: Civil Penalty Payment Case No. 23TRCV00313

12
13 **4.3 Attorney Fees and Costs**

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

18
19 **Wire Instructions:**

20 Account Name: The Law Offices of Joseph R. Manning
21 Bank Name: J.P. Morgan Chase Bank, N.A.
22 Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
23 Routing Number: 322271627
24 Wire Routing / ABA Number: 021000021
25 Swift Code: CHASUS33
26 Account Number: 579068902

27 For further benefit of: Attorney's Fees Case No. 23TRCV00313

28
29 **4.4 Tax Documentation**

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

1 **V. RETENTION OF JURISDICTION**

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

4 **VI. CLAIMS COVERED AND CLAIMS RELEASED**

5 **6.1 Calsafe's Public Release of Proposition 65 Claims**

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

22 **6.2 Compliance with Proposition 65**

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

26 **6.3 Calsafe's Individual Release of Claims**

27 Calsafe, in its individual capacity only, and on behalf of itself and its successors, heirs,
28 assigns, agents, and attorneys, also provides a release herein to Giorgio, Defendant Entities and

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

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

17 **6.4 Giorgio's Release of Calsafe**

18 Giorgio on its own behalf, and on behalf of Defendant Entities as well as its past and
19 current agents, representatives, attorneys, successors, and assignees, hereby waives any and all
20 claims against Calsafe and its attorneys and other representatives, for any and all actions taken or
21 statements made by Calsafe and its attorneys and other representatives, in the course of
22 investigating claims or otherwise seeking to enforce Proposition 65 against them in this matter.

23 **VII. MODIFICATION**

24 **7.1** This Consent Judgment may be modified only as to the injunctive terms by
25 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,
26 or (B) by motion of either Party pursuant to Section 5 and upon entry by the Court of a modified
27 consent judgment.
28

1 **7.2** If Giorgio seeks to modify this Consent Judgment under Section 5, then Giorgio
2 must provide written notice to Calsafe of its intent (“Notice of Intent”). If Calsafe seeks to meet
3 and confer regarding the proposed modification in the Notice of Intent, then Calsafe shall provide
4 written notice of intent to meet and confer to Giorgio within thirty (30) days of receiving the
5 Notice of Intent. The Parties shall then meet and confer in good faith in person, via telephone, or
6 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 Giorgio 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.

12 **VIII. POST-EXECUTION ACTIVITIES**

13 **8.1 Entry of Consent Judgment**

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

17 **8.2 Attorney General Objection**

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

21 **8.3 Void if Not Approved**

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

24 **IX. 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 **X. GOVERNING LAW**

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

3 **XI. PROVISION OF NOTICE**

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

9 Notice for Calsafe shall be sent to:

10 Joseph R. Manning, Jr.
11 26100 Towne Center Drive
12 Foothill Ranch, CA 92610
13 Tel: Office (949) 200-8757
14 Fax: (866) 843-8309
15 p65@manninglawoffice.com

16 Notice for Giorgio shall be sent to:

17 Rohit A. Sabnis
18 Keller & Heckman LLP
19 Three Embarcadero Center, STE 420
20 San Francisco, CA 94111

21 Any Party may, from time to time, specify in writing to the other, a change of address to
22 which notices, and other communications shall be sent.

23 **XII. EXECUTED IN COUNTERPARTS**

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

27 **XIII. DRAFTING**

28 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

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

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

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

13 **XV. ENFORCEMENT**

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

20 **XVI. ENTIRE AGREEMENT, AUTHORIZATION**

21 **16.1** This Consent Judgment contains the sole and entire agreement and understanding
22 of the Parties with respect to the entire subject matter herein, including any and all prior
23 discussions, negotiations, commitments, and understandings related thereto. No representations,
24 oral or otherwise, express or implied, other than those contained herein have been made by any
25 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
26 deemed to exist or to bind any Party.

27 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
28 by the Party he or she represents to stipulate to this Consent Judgment.

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

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

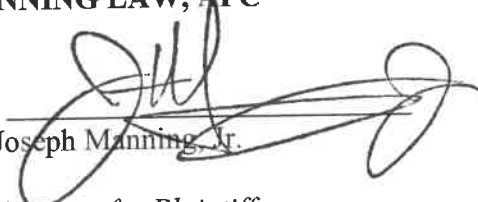
6 **XVIII. AUTHORIZATION**

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

9 **IT IS SO STIPULATED.**


10
11 DATED: March 27, 2024

MANNING LAW, APC

12
13 By: 
14 Joseph Manning, Jr.
15 *Attorney for Plaintiff*
16 *Calsafe Research Center, Inc.*

17
18
19 DATED: 3/27/2024, 2024

CALSAFE RESEARCH CENTER, INC.

20
21 By: 
22 Eric Fairon, CEO
23 Calsafe Research Center, Inc.

24 DATED: _____, 2024

25 By: _____

26 Giorgio Foods, Inc.

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

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

6 **XVIII. AUTHORIZATION**

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

9 **IT IS SO STIPULATED.**

10
11 DATED: _____, 2024

MANNING LAW, APC

12
13 By: _____
Joseph Manning, Jr.

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

16
17 **CALSAFE RESEARCH CENTER, INC.**

18
19 DATED: _____, 2024

20 By: _____
Eric Fairon, CEO
Calsafe Research Center, Inc.

21
22 **GIORGIO FOODS, INC.**

23
24 DATED: Mar 27, 2024, 2024

25 By:  _____
66F34D195AA8412...

26 VP and Secretary
Giorgio Foods, Inc.

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

3 Dated: _____

4 JUDGE OF THE SUPERIOR COURT

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6 4874-1490-5010, v. 1
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