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18 *Meiji America, Inc.*

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

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

23 Plaintiff,

24 v.

25 MEIJI AMERICA, INC., a Delaware Stock  
26 Corporation; and DOES 1 to 10,

27 Defendants.

Case No.: 23TRCV00636

[PROPOSED] STIPULATED  
CONSENT JUDGMENT

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

Complaint filed: March 3, 2023  
Trial Date: None

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 Meiji  
4 America, Inc. (“Meiji” or “Defendant”), a Delaware Stock Corporation (collectively, the  
5 “Parties”).

6 **1.2 General Allegations.** On March 3, 2023, CalSafe initiated this action by filing a  
7 Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to Health &  
8 Safety Code § 24249.5 et seq. (“Proposition 65”) against Meiji. In this action, CalSafe alleges  
9 that Meiji’s “Yan Yan Double Crème” and “Yan Yan Strawberry Crème” and other Yan Yan  
10 products of similarly composed ingredients, including, but not limited to, “Yan Yan Chocolate  
11 Crème” and “Yan Yan Vanilla Crème” (the “Covered Product(s)”) contain lead, a chemical listed  
12 under Proposition 65 as a carcinogen and reproductive toxin. CalSafe alleges that these products  
13 expose consumers to lead at a concentration level requiring a Proposition 65 warning. CalSafe  
14 alleges that Meiji qualifies as a “Person” within the meaning of Proposition 65, and that Meiji  
15 manufactures, distributes, and/or offers for sale its products in the State of California.

16 **1.3 Notice of Violation.** The Complaint is based on allegations contained in  
17 CalSafe’s Notice of Violation dated August 11, 2022 (the “Notice”), that was served on the  
18 California Attorney General, other public enforcers, Meiji, and State Bros. Market. A true and  
19 correct copy of the Notice is attached hereto as **Exhibit A** and incorporated by reference. More  
20 than 60 days have passed since the Notice was served; no designated governmental entity has  
21 filed a complaint against Meiji with regard to the noticed products or the alleged violations.

22 **1.4** CalSafe’s Notice and Complaint allege that Meiji exposed California consumers  
23 to lead without first receiving a clear and reasonable warning from Meiji in a violation of  
24 Proposition 65. Meiji denies all material allegations contained in the Notice and the Complaint.

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



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

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

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

## 13 **II. JURISDICTION AND VENUE**

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

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

## 23 **III. FORMULA, TESTING, AND QUALITY CONTROL METHODOLOGY**

24       **3.1** For purposes of determining if a warning is required pursuant to Section 4, the  
25 average daily lead exposure levels for any Covered Products shall not exceed an arithmetic mean  
26 of 0.019 parts per million ("ppm") by weight (the "Average Level"), with no single lot sample  
27 higher than 0.025 ppm of lead (the "Maximum Level").  
28

1           **3.2**     The Average Level will be determined by randomly selecting and testing at least  
2 one (1) composite sample from five (5) different lots of a particular type of Covered Product (or  
3 the maximum number of lots available for testing if less than 5) during a testing period of at least  
4 one year.

5           **3.3**     Average daily lead exposure levels shall be measured in micrograms per day and  
6 shall be calculated using the following formula: the average concentration of lead in the Covered  
7 Product in micrograms per gram, multiplied by grams of Covered Product consumed per serving  
8 (using the serving size appearing on the product label).

9           **3.4**     CalSafe reserves the right to test the Covered Products and, if it believes there is  
10 a violation of Sections 3 and 4, may assert any new claims that may arise, subject to the  
11 provisions of Section 5.

12           **3.5**     If CalSafe tests a Covered Product and CalSafe's composite test shows a sample  
13 concentration above the Average Level, Meiji may elect at its cost to obtain five (5) tests of five  
14 (5) samples from each of the same five (5) lots to determine the Average Level which shall be  
15 controlling if lower than CalSafe's composite sample concentration.

16           **3.6**     All testing pursuant to this Consent Judgment shall be performed using a  
17 laboratory method that complies with the performance and quality control factors appropriate  
18 for the method used, including limit of detection, limit of quantification, accuracy, and precision  
19 and meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS)  
20 achieving a limit of quantification of less than or equal to 0.010 mg/kg, or any other testing  
21 method subsequently agreed upon in writing by the Parties and approved by the Court through  
22 entry of a modified consent judgment.

23           **3.7**     All testing pursuant to this Consent Judgment shall be performed by an  
24 independent third-party laboratory that is accredited to perform lead testing using the  
25 methodology in Section 3.6.  
26

27 **IV.    INJUNCTIVE RELIEF**  
28



1           **4.1 Shipped for Sale in California.** “Shipped for Sale in California” means the  
2 Covered Products that Meiji either directly ships to California for sale in California, or that it  
3 sells to a distributor or retailer who Meiji knows will sell the Covered Products to consumers in  
4 California. Where Meiji knows a retailer or distributor sells the Covered Products both in  
5 California and other states, Meiji shall take commercially reasonable steps to ensure that the  
6 Covered Products that are only sold in California are in compliance with this Section.

7           **4.2 Lead Reduction, Target Level, Compliance Date.** Beginning on the Effective  
8 Date, Meiji shall maintain or reduce, if necessary, the lead concentration levels in the Covered  
9 Products, Shipped for Sale in California to the Average Level. If the average daily lead exposure  
10 levels for any Covered Products Shipped for Sale in California do not exceed the Average Level,  
11 no warnings or other injunctive relief provisions under Section 4 herein are required for any of  
12 the Covered Products.

13           **4.3 Clear and Reasonable Warnings, When Required.** If the average daily lead  
14 exposure levels for any Covered Products Shipped for Sale in California exceed the Average  
15 Level (“Warning Covered Products”), the injunctive provisions of this Sections 4.4 through 4.6  
16 for clear and reasonable warnings on the Warning Covered Products shall apply.

17           **4.4 Warning Requirements.** A clear and reasonable warning for the Warning  
18 Covered Products shall consist of a warning affixed to the packaging, label, tag, or directly to  
19 each Warning Covered Product Shipped for Sale in California by Meiji that contains one of the  
20 following statements:  
21

22           (A)

23  
24           ⚠️ **WARNING:** Consuming this product can expose you to lead, which is known to  
25 the State of California to cause cancer and birth defects or other reproductive harm. For  
26 more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

27           (B)

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

1 The warning shall be offset in a box with a black outline and must be in a type size no  
2 smaller than the largest type size used for other consumer information on the Warning Covered  
3 Products. "Consumer information" includes warnings, directions for use, ingredient lists, and  
4 nutritional information. "Consumer information" does not include the brand name, product  
5 name, company name, location of manufacture, or product advertising. In no case shall the  
6 warning appear in a type size smaller than six (6) point type. Where the label for the product is  
7 not printed using the color yellow, the yellow equilateral triangle consisting of a black  
8 exclamation point with a bold black outline may be in black and white.

9 **4.5 Warnings for Internet Sales.** For any Warning Covered Products sold over the  
10 internet where it will be Shipped for Sale in California, the warning shall be displayed as follows:  
11 (A) on the primary display page for the Warning Covered Products; (B) as a clearly marked  
12 hyperlink using the word "WARNING" in all capital and bold letters on the Warning Covered  
13 Product's primary display page, so long as the hyperlink goes directly to a page prominently  
14 displaying the warning without content that detracts from the warning; (C) on the checkout page  
15 or any other page in the checkout process when a California delivery address is indicated for the  
16 purchase of the Warning Covered Products and with the warning clearly associated with the  
17 Warning Covered Products to indicate that the Warning Covered Products are subject to the  
18 warning; or (D) by otherwise prominently displaying the warning to the purchaser prior to  
19 completing the purchase of the Warning Covered Products. The warning is not prominently  
20 displayed if the purchaser must search for it in the general content of the website.

21 **4.6 Warning Prominence.** Meiji agrees that each warning shall be prominently  
22 placed with such conspicuousness, as compared with the other words, statements, designs, or  
23 devices, as to render it likely to be read and understood by an ordinary individual under  
24 customary conditions before purchase or use.

25 **4.7 Compliance with Clear and Reasonable Warning.** Meiji shall be deemed to be  
26 in compliance with this Consent Judgment after the Effective Date by (A) adhering to Paragraphs  
27 3.1 through 4.6, or (B) by complying with any future warning requirements adopted by the State  
28 of California's Office of Environmental Health Hazard Assessment ("OEHHA") applicable to



1 the Covered Products. If regulations, legislation, or judicial rulings are enacted or issued  
2 providing that a Proposition 65 warning for the Warning Covered Products is no longer required,  
3 a lack of warning as set forth in this Consent Judgment will not thereafter be a breach of this  
4 Consent Judgment.

5 **4.8 Grace Period of Existing Inventory.** The injunctive requirements of Section IV  
6 shall not apply to the Warning Covered Products that are already in the stream of commerce as  
7 of the Effective Date, which Warning Covered Products are expressly subject to the releases  
8 provided in Section VIII. Further as a result, the obligations of Meiji or any Releasees (if  
9 applicable) stated in this Section do not apply to Warning Covered Products manufactured,  
10 packaged, or put into commerce between the date this Consent Judgment is executed and one  
11 hundred and twenty (120) days after the Effective Date.

12 **4.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the  
13 Parties, CalSafe shall notice a Motion for Court Approval and, within ten (10) days of approval  
14 of the Consent Judgment by the Court, comply with the requirements set forth in California  
15 Health & Safety Code § 25249.7(f).

16 **4.10 Attorney General Objection.** If the California Attorney General objects to any  
17 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a  
18 timely manner, and if possible, prior to the hearing on the motion.

19 **4.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it  
20 shall be void and have no force or effect.

21 **V. MONETARY TERMS**

22 **5.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,  
23 additional settlement payments, attorney fees, and costs, Meiji shall make a total payment of  
24 Thirty-Two Thousand and Five Hundred Dollars (\$32,500.00) (the "Total Settlement Amount"),  
25 apportioned into a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 5.2 and  
26 5.3, below.

27 **5.2 Civil Penalty Payment.** Pursuant to California Health & Safety Code §  
28 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Meiji agrees

1 to pay Three Thousand and Two Hundred and Fifty Dollars (\$3,250.00) in Civil Penalties. The  
2 Civil Penalty payment will be apportioned in accordance with California Health & Safety Code  
3 §§ 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the  
4 remaining twenty-five (25) percent of the funds retained by CalSafe. Within ten (10) days of the  
5 Effective Date, Meiji shall issue a check to "OEHHA" in the amount of Two Thousand Four  
6 Hundred and Thirty-Seven Dollars and Fifty Cents (\$2,437.50), with "Prop 65 Penalties" written  
7 in the Memo Line; and Meiji shall, pursuant to the instructions below, wire to CalSafe the amount  
8 of Eight Hundred and Twelve Dollars and Fifty Cents (\$812.50).

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

11 For United States Postal Delivery Service:

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

17 For Non-United States Postal Delivery Service:

18 Mike Gyurics  
19 Fiscal Operations Branch Chief  
20 Office of Environmental Health Hazard Assessment  
21 1001 I Street MS #19B  
22 Sacramento, CA 95814

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

24 **Wire & ACH Instructions:**

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

For further benefit of: Civil Penalty Payment Case No. 23TRCV00636



1           **5.3 Attorney Fees and Costs.** Within ten (10) days of the Effective Date, Meiji  
2 agrees to pay Twenty-Nine Thousand Two Hundred and Fifty Dollars (\$29,250.00) to CalSafe  
3 and its counsel of record for all fees and costs incurred in investigating, bringing this matter to  
4 the attention of Meiji, litigating, negotiation, and obtaining judicial approval of a settlement in  
5 the public interest.

6           **Wire & ACH Instructions:**

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

8           Bank Name: J.P. Morgan Chase Bank, N.A.

9           Bank Address: 270 Park Ave. New York, NY. 10017

10          ACH Routing / ABA Number: 322271627

11          Wire Routing / ABA Number: 021000021

12          Account Number: 802922919

13          For further benefit of: Attorney's Fees Case No. 23TRCV00636

14           **5.4** In the event that Meiji fails to remit the Total Settlement Amount or any portion  
15 thereof owed under Paragraphs 5.1 through 5.3 of this Consent Judgment before the due date,  
16 Meiji shall be deemed to be in material breach of its obligations under this Consent Judgment.  
17 CalSafe shall provide written notice of delinquency to Meiji via electronic mail to Meiji's  
18 counsel of record. If Meiji fails to deliver any portion of or all of the Total Settlement Amount  
19 within five (5) days from the written notice, the Total Settlement Amount shall accrue interest  
20 at the statutory judgment interest rate provided in California Code of Civil Procedure § 685.010.  
21 Additionally, Meiji agrees to pay CalSafe's reasonable attorney fees and costs for any efforts to  
22 collect the payment due under this Consent Judgment.

23           **VI. RETENTION OF JURISDICTION**

24           **6.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate  
25 this Consent Judgment.

26           **VII. MODIFICATION OF CONSENT JUDGMENT**

27           **7.1** This Consent Judgment may be modified only as to the injunctive terms by (A)  
28 written stipulation of the Parties and upon entry by the Court of a modified consent judgment, or

1 (B) by motion of either Party pursuant to this Paragraph 7 and upon entry by the Court of a  
2 modified consent judgment.

3       **7.2** If Meiji seeks to modify this Consent Judgment, then Meiji must provide written  
4 notice to CalSafe of its intent (“Notice of Intent”). If CalSafe seeks to meet and confer regarding  
5 the proposed modification in the Notice of Intent, then CalSafe shall provide written notice of  
6 intent to meet and confer to Meiji within thirty (30) days of receiving the Notice of Intent. The  
7 Parties shall then meet and confer in good faith in person, via telephone, or via video conference  
8 within thirty (30) days of CalSafe’s written notice of intent to meet and confer. Within thirty (30)  
9 days of such a meeting, if CalSafe disputes the proposed modification, CalSafe shall provide  
10 Meiji a written basis for its opposition. The Parties shall continue to meet and confer for an  
11 additional thirty (30) days in an effort to resolve any remaining disputes. Should it become  
12 necessary, the Parties may agree in writing to different deadlines for the meet-and-confer period.

13       **7.3** In the event that Meiji initiates or otherwise requests a modification under this  
14 Paragraph 7, and the meet and confer process under Paragraph 7.1 leads to a motion or application  
15 for a modification of the Consent Judgment, Meiji shall reimburse CalSafe its costs and  
16 reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing  
17 the motion.

18 **VIII. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED**

19       **8.1** This Consent Judgment shall have no application to any Covered Product that is  
20 distributed or sold exclusively outside the State of California and/or that is not used by California  
21 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or  
22 environmental exposures arising under Proposition 65.

23       **8.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution  
24 between CalSafe, on behalf of itself and its respective officers, directors, shareholders,  
25 employees, agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the  
26 public interest, and Meiji and its respective officers, directors, shareholders, employees, agents,  
27 parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,  
28 distributors, wholesalers, or retailers, and all other upstream and downstream entities in the



1 distribution chain of the Covered Products including, but not limited to JFC International, Inc.,  
2 DPI Specialty Foods West, and Stater Bros. Market and the predecessors, successors, assigns and  
3 affiliates of any of them (collectively, "Released Parties").

4 **8.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute  
5 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the  
6 Covered Products as set forth in the Notice and Complaint.

7 **8.4 CalSafe Release of Meiji.** CalSafe, on behalf of itself and its respective officers,  
8 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, and  
9 affiliates and on behalf of the public interest fully releases and discharges Released Parties from  
10 any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties, fees  
11 costs, and expenses asserted, or that could have been asserted based on or related to the handling,  
12 use, sale, distribution, or consumption of the Covered Products in California, as to any alleged  
13 violation of Proposition 65 or its implementing regulations up through the Effective Date, based  
14 on a failure to provide Proposition 65 warnings on the Covered Products with respect to lead as  
15 set forth in the Notice and Complaint.

16 **8.5** CalSafe on its own behalf only, and Meiji on its own behalf only, further waives  
17 and releases any and all claims they, their attorneys, or their representatives may have against  
18 each other for all actions or statements made or undertaken in the course of seeking or opposing  
19 enforcement of Proposition 65 in connection with the Notice and Complaint up through and  
20 including the Effective Date, provided, however, that nothing in this Section shall affect or limit  
21 any Party's right to seek to enforce the terms of this Consent Judgment.

22 **8.6 California Civil Code Section 1542.** It is possible that other claims not known to  
23 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the  
24 Covered Product, will develop or be discovered. CalSafe on behalf of itself only, and Meiji on  
25 behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and  
26 include all such claims up through and including the Effective Date, including all rights of action  
27 therefore. CalSafe and Meiji acknowledge that the claims released in Section VIII above may  
28

1 include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such  
2 unknown claims. California Civil Code § 1542 reads as follows:

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

10 This release relates to the Covered Products only. CalSafe releases no other products or  
11 claims as to other products Meiji may sell in California.

12 **IX. SEVERABILITY**

13 **9.1** In the event that any of the provisions of this Consent Judgment are held by a  
14 court of competent jurisdiction to be unenforceable, the validity of the remaining enforceable  
15 provisions shall not be adversely affected.

16 **X. GOVERNING LAW**

17 **10.1** The terms and conditions of this Consent Judgment shall be governed by and  
18 construed in accordance with the laws of the State of California. In the event that Proposition 65  
19 is repealed, or is otherwise rendered inapplicable for reasons, including but not limited to changes  
20 in the law, then Meiji may provide written notice to CalSafe of any asserted change, and shall  
21 have no further injunctive obligations pursuant to this Consent Judgment with respect to, and to  
22 the extent that, the Covered Products are so affected. In the event the California Office of Health  
23 Hazard Assessment adopts a regulation or safe use determination, or issues an interpretive  
24 guideline that exempts Covered Products from meeting the requirements of Proposition 65; or if  
25 lead cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65 is  
26 determined to be preempted by federal law or a burden on First Amendment rights with respect  
27 to lead in Covered Products or Covered Products substantially similar to Covered Products, then  
28 Meiji shall be relieved of its obligations to comply with Sections 4 and 5 herein.

////



1 **XI. PROVISION OF NOTICE**

2 11.1 All notices required to be given to either Party to this Consent Judgment by the  
3 other shall be in writing and sent to the following agents listed below via first-class mail or  
4 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be  
5 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall  
6 take effect on the date the return receipt is signed by the Party receiving the change.

7 Notice for CalSafe shall be sent to:

8 Joseph R. Manning, Jr.  
9 26100 Towne Center Drive  
10 Foothill Ranch, CA 92610  
11 Tel: Office (949) 200-8757 Fax: (866) 843-8309  
12 p65@manninglawoffice.com

13 Notice for Meiji shall be sent to:

14 Robert J. Parks (Bar. No. 103014)  
15 PARKS AND SOLAR, LLP  
16 600 West Broadway, Suite 1200  
17 San Diego, CA 92101  
18 rparks@parksandsolar.com  
19 Tel: (619) 501-2700  
20 Fax: (619) 501-2300

21 **XII. EXECUTED IN COUNTERPARTS**

22 12.1 This Consent Judgment may be executed in counterparts, which taken together  
23 shall be deemed to constitute one document. A facsimile or .PDF signature page shall be  
24 construed to be as valid as the original signature.

25 **XIII. DRAFTING**

26 13.1 The terms of this Consent Judgment have been reviewed by the respective  
27 counsel for each Party prior to its signing, and each Party has had the opportunity to fully discuss  
28 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

1 prepared and/or drafted all or any portion of the Consent Judgment. It is conclusively presumed  
2 that all of the Parties participate equally in the preparation and drafting of this Consent Judgment.

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

4       **14.1** If a dispute with respect to either Party's compliance with the terms of this Consent  
5 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, by  
6 video conference, and/or in writing and endeavor to resolve the dispute in an amicable manner.  
7 No action or motion may be filed with the Court in the absence of such a good faith attempt to  
8 resolve the dispute beforehand.

9 **XV. ENFORCEMENT**

10       **15.1** The Parties may, by motion or order to show cause before the Superior Court of  
11 Los Angeles, enforce the terms and conditions of this Consent Judgment. In any successful action  
12 brought by CalSafe to enforce this Consent Judgment, CalSafe may seek whatever fines, costs,  
13 penalties, or remedies as are provided by law for failure to comply with this Consent Judgment.

14 **XVI. ENTIRE AGREEMENT, AUTHORIZATION**

15       **16.1** This Consent Judgment contains the sole and entire agreement and understanding  
16 of the Parties with respect to the entire subject matter herein, including all prior discussions,  
17 negotiations, commitments, and understandings related thereto. No representations, oral or  
18 otherwise, express or implied, other than those contained herein have been made by any party.  
19 No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed  
20 to exist or to bind any Party.

21       **16.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
22 by the Party he or she represents to stipulate to this Consent Judgment.

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

24       **17.1** This Consent Judgment has come before the Court upon the request of the Parties.  
25 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
26 regarding the matters which are the subject of this action, make the findings pursuant to  
27 California Health and Safety Code § 25249(f)(4) and approve this Consent Judgment.

28 ////

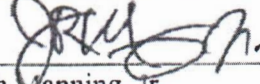


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**IT IS SO STIPULATED.**

DATED: August 31, 2023

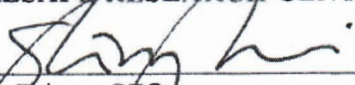
**MANNING LAW, APC**

By:   
Joseph Manning, Jr.

*Attorney for Plaintiff  
CalSafe Research Center, Inc.*


**CALSAFE RESEARCH CENTER, INC.**

DATED: 8/31, 2023

By:   
Eric Fairon, CEO  
CalSafe Research Center, Inc.

DATED: September 1, 2023

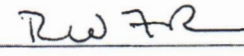
**PARKS AND SOLAR, LLP**

By:   
Robert J. Parks

*Attorney for Defendant  
Meiji America, Inc.*

**MEIJI AMERICA, INC.**

DATED: 9/1, 2023

By:   
Ronald Fink, COO  
Meiji America, 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