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Attorney for Defendant
Meiji America, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

Case No.: 23TRCV00636

[PROPOSED] STIPULATED CONSENT JUDGMENT

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

Complaint filed: March 3, 2023
Trial Date: None

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I. INTRODUCTION

1.1 The Parties. This Consent Judgment is entered into by and between CalSafe Research Center, Inc. ("CalSafe" or "Plaintiff"), a California non-profit corporation, and Meiji America, Inc. ("Meiji" or "Defendant"), a Delaware Stock Corporation (collectively, the "Parties," and sometimes individually, a "Party").

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

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

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

1.5 The Parties have entered into this Consent Judgment in order to settle, compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Meiji

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denies the material, factual, and legal allegations in the Notice and Complaint and maintains that all products that it sold and/or distributed for sale in California have been and are in compliance with all laws. Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or be construed as an admission by Meiji or by any of their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law, or violation of law, and such are specifically denied by Meiji. This Section shall not, however, diminish or otherwise affect Meiji's obligations, responsibilities, and duties under this Consent Judgment.

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

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

II. JURISDICTION AND VENUE

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

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

III. FORMULA, TESTING, AND QUALITY CONTROL METHODOLOGY

3.1 For purposes of determining if a warning is required pursuant to Section 4, the lead concentration levels shall not exceed:

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3.1.1 For Yan Yan Vanilla Crème and Yan Yan Strawberry Crème: An arithmetic mean of 0.010 parts per million, i.e. micrograms per gram ("ppm") by weight (the "Average Level"), with no single lot sample higher than 0.014 ppm of lead (the "Maximum Level").

3.1.2 For Yan Yan Double Crème and Yan Yan Chocolate Crème: An arithmetic mean of 0.012 parts per million, i.e. micrograms per gram ("ppm") by weight (the "Average Level"), with no single lot sample higher than 0.016 ppm of lead (the "Maximum Level").

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

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

3.4 If CalSafe tests a Covered Product and CalSafe's composite test shows a sample concentration above the Average Level, Meiji may elect at its cost to obtain five (5) tests of five (5) samples from each of the same five (5) lots to determine the Average Level. Meiji's five (5) rebuttal tests shall be controlling if lower than CalSafe's composite sample concentration after the parties have met and conferred pursuant to Section 5.2.4.

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

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3.6 All testing pursuant to this Consent Judgment shall be performed by an independent third-party laboratory that is accredited to perform lead testing using the methodology in Section 3.5.

3.7 For purposes of this Consent Judgment and for determining whether the lead concentration levels for any Covered Products Shipped for Sale in California exceed the Average Level or the Maximum Level under this Section 3, the average daily exposure levels shall be measured in micrograms per gram (ppm). For example, if the testing of Vanilla Yan Yans under Section 3.5 results in a lead concentration of 1.31 ppb, that number shall be divided by 1,000 to determine micrograms per gram of 0.00131 parts per million (ppm), which is below the Section 3.1.1 safe harbor Average Level of 0.010 ppm. In this circumstance, no product warnings are required for the Product under Section IV. of this Consent Judgment.

IV. INJUNCTIVE RELIEF

4.1 Ship or Shipped for Sale in California. "Ship or Shipped for Sale in California" means the Covered Products that Meiji either directly ships to California for sale in California, or that it sells to a distributor or retailer who Meiji knows will sell the Covered Products to consumers in California. Where Meiji knows a retailer or distributor sells the Covered Products both in California and other states, Meiji shall take commercially reasonable steps to ensure that the Covered Products that are only sold in California are in compliance with this Section. Commercially reasonable steps include, but are not limited to, internal quality control procedures.

4.2 Lead Reduction, Target Level, Compliance Date. Beginning on the Effective Date, Meiji shall maintain or reduce, if necessary, the lead concentration levels in each of the Covered Products, Shipped for Sale in California to the Average Level and Maximum Level described in Section 3 herein. If the lead concentration levels, pursuant to Section 3, for any Covered Products Shipped for Sale in California do not exceed the Average Level and Maximum Level reformulation levels described in Section 3 herein, no warnings or other

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injunctive relief provisions under Section 4 herein are required for any of the Covered Products.

4.3 Clear and Reasonable Warnings, When Required. If the lead concentration levels for any Covered Products Shipped for Sale in California exceed the Average Level and Maximum Level under Section 3 ("Warning Covered Products"), the injunctive provisions of Sections 4.4 through 4.6 for clear and reasonable warnings shall apply to those Warning Covered Products Meiji continues to Ship for Sale in California out of compliance with Sections 3.1 to 4.2 herein effective after the procedures to determine whether the lead concentration levels for any Covered Products Shipped for Sale in California exceed the Average Level and Maximum Level under Section 3 herein and after the enforcement procedures pursuant to Section 5. herein.

4.4 Warning Requirements. A clear and reasonable warning for the Warning Covered Products shall consist of a warning affixed to the packaging, label, tag, or directly to each Warning Covered Product Shipped for Sale in California by Meiji that contains either one of the following statements (the "Warning"):

(i) "**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";

(ii) "**CALIFORNIA 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";

(iii) "**CA 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";

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(iv) "**WARNING**: Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food";

(v) "**WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food";

(vi) "**CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food";

(vii) "**CALIFORNIA WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food";

(viii) "**CA WARNING:** Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food"; or

(ix) "**CA WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food."

The Warning provided pursuant to this Section 4.4 must have the term "**WARNING,**" "**CA WARNING,**" or **CALIFORNIA WARNING**" printed in all capital letters and in bold print. The Warning shall be offset in a box with a black outline and must be in a type size no smaller than the largest type size used for other consumer information on the Warning Covered Products. "Consumer information" includes warnings, directions for use, ingredient lists, and nutritional information. "Consumer information" does not include the brand name, product name, company name, location of manufactur or product advertising. In no case shall the warning appear in a type size smaller than six (6) point type.

4.5 Warnings for Internet Sales. For any Warning Covered Products sold over the internet where it will be Shipped for Sale in California, the Warning shall be displayed as follows: (A) on the primary display page for the Warning Covered Products; (B) as a clearly marked hyperlink using the word "**WARNING," "CA WARNING**" or "**CALIFORNIA WARNING**" in all capital and bold letters on the Warning Covered Product's primary display page, so long as the hyperlink goes directly to a page prominently displaying the warning without content that detracts from the warning; (C) on the checkout page or any other page in

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the checkout process when a California delivery address is indicted for the purchase of the Warning Covered Products and with the warning clearly associated with the Warning Covered Products to indicate that the Warning Covered Products are subject to the warning; or (D) by an otherwise prominently displayed Warning to the purchaser prior to completing the purchase of the Warning Covered Products. If the Warning is provided using the short-form warning label content pursuant to Section 25602(a)(4), the Warning provided on the website may use the same content. The Warning is not prominently displayed if the purchaser must search for it in the general content of the website.

4.6 Foreign Language. If the Warning Covered Products' packaging contains consumer information in a language other than English, the Warning must also be provided in that language in addition to English. The Warning shall be affixed to or printed upon the label of any Warning Covered Products, and it must be set off from other surrounding information and enclosed in a box.

4.7 Warning Prominence. The Warning shall be prominently displayed on the Warning Covered Products' label or labeling and displayed with such conspicuousness, as compared with other words, statements, designs, or devices on the label or labeling as to render the Warning likely to be seen, read and understood by an ordinary individual under customary conditions of purchase or use.

4.8 Compliance with Clear and Reasonable Warning. Meiji shall be deemed to be in compliance with this Consent Judgment after the Effective Date by (A) adhering to Paragraphs 3.1 through 4.7, or (B) by complying with any future warning requirements adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") applicable to the Warning Covered Products and the chemical at issue. If regulations, legislation, or judicial rulings are enacted or issued providing that a Proposition 65 warning for the Warning Covered Products is no longer required, Meiji may file a motion or request to the Court to amend or modify this Consent Judgment to provide that a Proposition 65 warning for the Warning Covered Products is no longer required, and CalSafe shall not

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oppose the motion unless it believes that the amendment or change is not jusitifed by the change in the law; and, upon the Court granting the motion, a lack of warning as set forth in this Consent Judgment will not thereafter be a breach of this Consent Judgment effective the effective date of the regulation, legislation or judicial ruling.

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

4.10 Entry of Consent Judgment. Upon execution of this Consent Judgment by the Parties, CalSafe shall file and notice a Motion for Court Approval of this Consent Judgment 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).

4.11 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.

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

V. ENFORCEMENT

5.1 General Enforcement Provisions. Either Party may, by motion or application for an order to show cause before this Court, enforce the terms and conditions contained in this Consent Judgment. Any action to enforce or defend alleged violations of Sections 3 or 4 by either Party shall be brought exclusively pursuant to this Section 5, and be subject to the meet and confer requirements of Section 5.2.4, if applicable.

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5.2 Enforcement of Reformulation Commitment.

5.2.1 Notice of Violation. In the event that CalSafe purchases a Covered Product in California that was sold or offered for sale by Meiji with a best-by or sell-by (or equivalent) date more than 9 months after the Effective Date, and for which CalSafe has laboratory test results showing that the Covered Product exceeds the Average Level and/or Maximum Level in Section 3 and there are no warnings on the Covered Product, CalSafe may issue a Notice of Violation pursuant to this Section.

5.2.2 Service of Violation and Supporting Documentation.

5.2.2.1 The Notice of Violation shall be sent to the person(s) identified in Section 12.1 to receive notices for Meiji, and must be served within sixty (60) days of the later of the date the Covered Product at issue was purchased or otherwise acquired by CalSafe or the date that CalSafe can reasonably determine that the Covered Product at issue was manufactured, shipped, sold, or offered for sale by Meiji.

5.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date the Covered Product was purchased; (b) the location at which the Covered Product was purchased; (c) a description of the Covered Product giving rise to the alleged violation, including the name and address of the retail entity from which the sample was obtained and pictures of the product packaging from all sides, which identifies the product lot; and (d) all test data obtained by CalSafe regarding the Covered Products and supporting documentation sufficient for validation of the test results, including any laboratory reports, quality assurance reports, and quality control reports associated with testing of the Covered Product.

5.2.3 Notice of Election of Response. No more than sixty (60) days after effectuation of service of a Notice of Violation, Meiji shall provide written notice to CalSafe whether or not it elects to contest the allegations contained in a Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election within sixty (60) days of effectuation of service of a Notice of Violation shall be deemed an election to contest the Notice of Violation. Upon notice to CalSafe, Meiji may have up to an additional sixty (60) days to elect to contest a Notice of Violation if, notwithstanding Meiji's good faith efforts,

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Meiji is unable to verify the test data provided by CalSafe before expiration of the initial sixty (60) day period.

5.2.3.1 If a Notice of Violation is contested, the Notice of Election shall include all documents upon which Defendant is relying to contest the alleged violation, including all available test data.

5.2.4 Meet and Confer. If a Notice of Violation is contested, CalSafe and Meiji shall meet and confer to attempt to resolve their dispute. Within sixty (60) days of serving a Notice of Election contesting a Notice of Violation, Meiji may withdraw the original Notice of Election contesting the violation and serve a new Notice of Election to not contest the violation, provided, however, that, in this circumstance, Meiji shall pay $2,500 penalty in addition to any other payment required under this Consent Judgment. At any time, CalSafe may withdraw a Notice of Violation, in which case for purposes of this Section 5, the result shall be as if CalSafe never issued any such Notice of Violation. If no resolution of a Notice of Violation results within sixty (60) days of a Notice of Election to contest including any additional sixty (60) day period, under Section 5.2.3., CalSafe may file an enforcement motion or application with respect to the Notice of Violation with a period no later than 180 days after a notice of Election provided by Meiji to CalSafe. In any such proceeding, CalSafe may seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law for an alleged failure to comply with the Consent Judgment subject to the limits set forth in Section 5.2.5.2 below, and Meiji shall reserve all of its rights to contest, dispute and defend the Notice of Violation including all allegations therein in the enforcement motion or application proceeding.

5.2.5 Non-Contested Notices. If Meiji elects to not contest the allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if any, as set forth below.

5.2.5.1 Meiji shall include in its Notice of Election a detailed description with supporting documents of the corrective action(s) that it has undertaken or proposes to undertake to address the alleged violation. If there is a dispute over the corrective action,

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Meiji and CalSafe shall meet and confer before seeking any remedy in court. CalSafe shall refrain from issuing a new Notice of Violation per manufacturing lot of a type of Covered Product for six (6) months while the parties meet and confer.

5.2.5.2 If the Notice of Violation is the first, second, third, or fourth Notice of Violation received by Meiji under Section 5.2 that was not successfully contested or withdrawn, then Meiji shall pay $15,000 for each Notice of Violation, with payment allocated as follows: $5,000 in penalties and $10,000 in attorneys' fees. If Meiji has received more than four (4) Notices of Violation under Section 5.2 that were not successfully contested or withdrawn, then Settling Defendant shall pay $25,000 for each Notice of Violation, with payment allocated as follows: $7,500 in penalties and $17,500 in attorneys' fees. If Meiji produces with its Notice of Election test data for the Covered Product that: (i) was conducted prior to the date CalSafe gave Notice of Violation; (ii) was conducted on the same type of Covered Product; and (iii) demonstrates lead levels below those specified in Section 3, then any payment under this Section shall be reduced by 100 percent (100%) for the first Notice of Violation, by seventy-five percent (75%) for the second Notice of Violation, and by fifty percent (50%) for any subsequent Notice of Violation. In no case shall Meiji be obligated to pay more than $50,000 for all Notices of Violation not successfully contested or withdrawn in any calendar year irrespective of the total number of Notices of Violation issued.

5.2.6 Payments. Any payments under Section 5 shall be made by check payable to "Manning Law" and shall be paid within thirty (30) days of service of a Notice of Election triggering a payment by agreement, and shall be used as reimbursement for costs for investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse attorneys' fees and costs incurred in connection with these activities.

5.3 Repeat Violations. If Meiji has received four (4) or more Notices of Violation concerning the same type of Covered Product that were not successfully contested or withdrawn in any one (1) year period then, at CalSafe's option, CalSafe may seek whatever fines, costs, penalties, reasonable attorneys' fees, or other remedies that are provide by law for failure to comply with the Consent Judgment during the one (1) year period only, subject to

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the limitations in Section 5.2.5.2 herein. Prior to seeking such relief, CalSafe shall meet and confer with Meiji for at least sixty (60) days to determine if Meiji and CalSafe can agree on measures that Defendant can undertake to prevent future alleged violations.

VI. MONETARY TERMS

6.1 Total Settlement Amount. In full satisfaction of all potential civil penalties, additional settlement payments, attorney fees, and costs, Meiji shall make a total payment of Thirty-Two Thousand and Five Hundred Dollars ($32,500.00) (the "Total Settlement Amount"), apportioned into a Civil Penalty, and Attorney Fees and Costs as set forth in Sections 6.2 and 6.3, below.

6.2 Civil Penalty Payment. Pursuant to California Health & Safety Code § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Meiji agrees to pay Three Thousand and Two Hundred and Fifty Dollars ($3,250.00) in Civil Penalties. The Civil Penalty payment will be apportioned in accordance with California Health & Safety Code §§ 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the remaining twenty-five (25) percent of the funds retained by CalSafe. Within ten (10) days of the Effective Date, Meiji shall issue a check to "OEHHA" in the amount of Two Thousand Four Hundred and Thirty-Seven Dollars and Fifty Cents ($2,437.50), with "Prop 65 Penalties" written in the Memo Line; and Meiji shall, pursuant to the instructions below, wire to CalSafe the amount of Eight Hundred and Twelve Dollars and Fifty Cents ($812.50).

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

For United States Postal Delivery Service:

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

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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: 2967 Michelson Drive, Suite A, Irvine, CA 92612
Wire Routing / ABA Number: 021000021
Account Number: 579068902

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

6.3 Attorney Fees and Costs. Within ten (10) days of the Effective Date, Meiji agrees to pay Twenty-Nine Thousand Two Hundred and Fifty Dollars ($29,250.00) to CalSafe and its counsel of record for all fees and costs incurred in investigating, bringing this matter to the attention of Meiji, 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: 2967 Michelson Drive, Suite A, Irvine, CA 92612
Wire Routing / ABA Number: 021000021
Account Number: 579068902

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

6.4 In the event that Meiji fails to remit the Total Settlement Amount or any portion thereof owed under Sections 6.1 through 6.3 of this Consent Judgment before the due date, Meiji shall be deemed to be in material breach of its obligations under this Consent Judgment. CalSafe shall provide written notice of delinquency to Meiji via electronic mail to Meiji's

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counsel of record. If Meiji fails to deliver any portion of or all of the Total Settlement Amount within five (5) days from the written notice, the Total Settlement Amount shall accrue interest at the statutory judgment interest rate provided in California Code of Civil Procedure § 685.010. Additionally, Meiji agrees to pay CalSafe's reasonable attorney fees and costs for any efforts to collect the payment due under this Consent Judgment.

VII. RETENTION OF JURISDICTION

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

VIII. MODIFICATION OF CONSENT JUDGMENT

8.1 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 this Section 8 and upon entry by the Court of a modified consent judgment.

8.2 If Meiji seeks to modify this Consent Judgment, then Meiji 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 Meiji 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 Meiji 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.

8.3 In the event that Meiji initiates or otherwise requests a modification under this Section 8 for reasons other than enactment of regulations, legislation or judicial rulings providing that a Proposition 65 warning for the Covered Products is no longer required, and the

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meet and confer process under Section 8.1 leads to a motion or application for a modification of the Consent Judgment, Meiji shall reimburse CalSafe its costs and reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing the motion.

IX. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED

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

9.2 Binding Effect. This Consent Judgment is a full, final, and binding resolution between CalSafe, on behalf of itself and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public interest, and Meiji and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers, and all other upstream and downstream entities in the distribution chain of the Covered Products including, but not limited to JFC International, Inc., DPI Specialty Foods West, and Stater Bros. Market and the predecessors, successors, assigns and affiliates of any of them (collectively, "Released Parties").

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

9.4 CalSafe Release of Meiji. CalSafe, on behalf of itself and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public interest fully releases and discharges Released Parties from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties, fees costs, and expenses asserted, or that could have been asserted based on or related to the handling, use, sale, distribution, or consumption of the Covered Products in California, as to any alleged violation of Proposition 65 or its implementing regulations up through the Effective

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Date, based on a failure to provide Proposition 65 warnings on the Covered Products with respect to lead as set forth in the Notice and Complaint.

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

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

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

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

X. SEVERABILITY

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

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XI. GOVERNING LAW

11.1 The terms and conditions of this Consent Judgment shall be governed by and construed in accordance with the laws of the State of California. In the event that Proposition 65 is repealed, or is otherwise rendered inapplicable, amended, or clarified for reasons, including but not limited to changes in the law, then Meiji may file a motion or request to the court to amend, modify or terminate this Consent Judgment to provide that a Proposition 65 warning on the Products is no longer required, and CalSafe shall not oppose the motion unless it believes under the law that the amendment, modification or termination of this Consent Judgment is not justified by the repeal of Proposition 65 or the amendment, change, clarification, or inapplicability of the law pertaining to Proposition 65 as it relates to this Consent Judgment. Upon the granting of any such motion, this Consent Judgment shall be null and void and Meiji shall have no further injunctive obligations pursuant to this Consent Judgment effective the effective date of the repeal, amendment, clarification or change in the law with respect to, and to the extent that, the Covered Products are so affected. In the event the California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition 65; or if lead cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65 is determined to be preempted by federal law or a burden on First Amendment rights with respect to lead in Covered Products or Covered Products substantially similar to Covered Products, then Meiji shall have the right to file a motion with the court to be relieved of its obligations to comply with Sections 3, 4 and 5 herein, effective the effective date of the regulation, safe use determination, interpretive guideline, injunction, preemption or First Amendment rights determination, and CalSafe shall not oppose the motion unless it believes a granting of the motion is not justified under the law.

XII. PROVISION OF NOTICE

12.1 All notices required to be given to either Party to this Consent Judgment by the other shall be in writing and sent to the following agents listed below via first-class mail or electronic mail. Any Party may modify the person/entity or address to whom the notice is to be

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sent by sending the other Party notice by certified mail, return receipt requested. Said change shall take effect on the date the return receipt is signed by the Party receiving the change.

Notice for CalSafe shall be sent to:

Joseph R. Manning, Jr. 26100 Towne Center Drive Foothill Ranch, CA 92610 Tel: Office (949) 200-8757 Fax: (866) 843-8309 p65@manninglawoffice.com	Eric Fairon Executive Director CalSafe Research Center, Inc. 4533 MacArthur Blvd., Suite 165 Newport Beach, CA 92660 Phone: (949) 630-0413

Notice for Meiji shall be sent to:

Robert J. Parks PARKS AND SOLAR, LLP 600 West Broadway, Suite 1200 San Diego, CA 92101 Tel: (619) 501-2700 Fax: (619) 501-2300 rparks@parksandsolar.com	Ron Fink COO Meiji America P.O. Box 12002 York, PA 17402-0672 Phone: (717-815-4783

XIII. EXECUTED IN COUNTERPARTS

13.1 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.

XIV. DRAFTING

14.1 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

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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.

XV. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

15.1 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.

XVI. ENFORCEMENT

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

XVII. ENTIRE AGREEMENT, AUTHORIZATION

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

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

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XVIII. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.

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

IT IS SO STIPULATED.

DATED: March 21, 2025

MANNING LAW, APC

By: _____
Joseph Manning, Jr.
Attorney for Plaintiff
CalSafe Research Center, Inc.

CALSAFE RESEARCH CENTER, INC.

DATED: 3/21/2025, 2025

By: DocuSigned by: eric fairon 4D7E7F1FE86247B...
Eric Fairon, CEO
CalSafe Research Center, Inc.

DATED: March 21, 2025

PARKS AND SOLAR, LLP

By: _____
Robert J. Parks
Attorney for Defendant
Meiji America, Inc.

MEIJI AMERICA, INC.

DATED: March 21, 2025

By: _____
Ron 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