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14 Attorney for Defendants Love Beets USA, LLC, Love  
15 Beets Production, LLC, G's Fresh Beets Production, Inc.,  
16 G's Fresh Beets Incorporated, and G's Fresh Ltd

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **COUNTY OF ALAMEDA**

19 **ENVIRONMENTAL RESEARCH**  
20 **CENTER, INC., a California non-profit**  
21 **corporation**

22 **Plaintiff,**

23 **vs.**

24 **LOVE BEETS USA, LLC; LOVE BEETS**  
25 **PRODUCTION, LLC; G'S FRESH BEETS**  
26 **PRODUCTION, INC.; G'S FRESH BEETS**  
27 **INCORPORATED; G'S FRESH LTD; and**  
28 **DOES 1-100**

**Defendants.**

**CASE NO. 23CV030683**

**STIPULATED CONSENT**  
**JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: April 6, 2023

Trial Date: None set

**1. INTRODUCTION**

1.1 On April 6, 2023, Plaintiff Environmental Research Center, Inc. ("ERC"), a non-profit corporation, as a private enforcer and in the public interest, initiated this action by

1 filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the "Complaint")  
2 pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.*  
3 ("Proposition 65"), against Love Beets USA, LLC, Love Beets Production, LLC, G's Fresh  
4 Beets Production, Inc., G's Fresh Beets Incorporated, and G's Fresh Ltd (collectively "Love  
5 Beets") and Does 1-100. In this action, ERC alleges that a number of products manufactured,  
6 distributed, or sold by Love Beets contain lead, a chemical listed under Proposition 65 as a  
7 carcinogen and reproductive toxin, and expose consumers to this chemical at a level requiring  
8 a Proposition 65 warning. These products (referred to hereinafter individually as a "Covered  
9 Product" or collectively as "Covered Products") are: (1) Love Beets 100% Pure Beetroot  
10 Organic "Superfood" Powder and (2) Love Beets 100% Pure Beetroot "Superfood" Powder.

11 **1.2** ERC and Love Beets are hereinafter referred to individually as a "Party" or  
12 collectively as the "Parties."

13 **1.3** ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other  
14 causes, helping safeguard the public from health hazards by reducing the use and misuse of  
15 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,  
16 and encouraging corporate responsibility.

17 **1.4** For purposes of this Consent Judgment, the Parties agree that Love Beets is a  
18 business entity that has employed ten or more persons at all times relevant to this action, and  
19 qualifies as a "person in the course of doing business" within the meaning of Proposition 65. Love  
20 Beets manufactures, distributes, and/or sells the Covered Products.

21 **1.5** The Complaint is based on allegations contained in ERC's Notice of Violation  
22 dated October 13, 2022 that was served on the California Attorney General, other public  
23 enforcers, and Love Beets ("Notice"). A true and correct copy of the 60-Day Notice dated  
24 October 13, 2022 is attached hereto as **Exhibit A** and is incorporated herein by reference.  
25 More than 60 days have passed since the Notice was served on the Attorney General and  
26 public enforcers, and no designated governmental entity has filed a Complaint against Love  
27 Beets with regard to the Covered Products or the alleged violations.

28 **1.6** ERC's Notice and Complaint allege that use of the Covered Products by

1 California consumers exposes them to lead without first receiving clear and reasonable  
2 warnings from Love Beets, which is in violation of California Health and Safety Code section  
3 25249.6. Love Beets denies all material allegations contained in the Notice and Complaint.

4       **1.7** The Parties have entered into this Consent Judgment in order to settle,  
5 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.  
6 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute  
7 or be construed as an admission by any of the Parties or by any of their respective officers,  
8 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,  
9 franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact,  
10 issue of law, or violation of law.

11       **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall  
12 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in  
13 any current or future legal proceeding unrelated to these proceedings.

14       **1.9** The Effective Date of this Consent Judgment is the date on which it is entered  
15 as a Judgment by this Court.

## 16       **2. JURISDICTION AND VENUE**

17       For purposes of this Consent Judgment and any further court action that may become  
18 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter  
19 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction  
20 over Love Beets as to the acts alleged in the Complaint, that venue is proper in Alameda County,  
21 and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of  
22 all claims up through and including the Effective Date that were or could have been asserted in  
23 this action based on the facts alleged in the Notice and Complaint.

## 24       **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

25       **3.1** Beginning on the Effective Date, Love Beets shall be permanently enjoined  
26 from manufacturing for sale in the State of California, "Distributing into the State of  
27 California," or directly selling in the State of California, any Covered Product that exposes a  
28 person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day unless it

1 meets the warning requirements under Section 3.2.

2           **3.1.1** As used in this Consent Judgment, the term “Distributing into the State  
3 of California” shall mean to directly ship a Covered Product into California for sale in  
4 California or to sell a Covered Product to a distributor that Love Beets knows or has reason to  
5 know will sell the Covered Product in California.

6           **3.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure  
7 Level” shall be measured in micrograms, and shall be calculated using the following formula:  
8 micrograms of lead per gram of product, multiplied by grams of product per serving of the  
9 product (using the largest serving size appearing on the product label), multiplied by servings  
10 of the product per day (using the largest number of recommended daily servings appearing on  
11 the label), which equals micrograms of lead exposure per day. If the label contains no  
12 recommended daily servings, then the number of recommended daily servings shall be one.

13           **3.2 Clear and Reasonable Warnings**

14           If Love Beets is required to provide a warning pursuant to Section 3.1, the following  
15 warning must be utilized (“Warning”):

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

19           Love Beets shall use the phrase “cancer and” in the Warning if Love Beets has reason to  
20 believe that the “Daily Lead Exposure Level” is greater than 15 micrograms of lead as determined  
21 pursuant to the quality control methodology set forth in Section 3.4 or if Love Beets has reason to  
22 believe that another Proposition 65 chemical is present which may require a cancer warning.

23           The Warning shall be securely affixed to or printed upon the label of each Covered  
24 Product and it must be set off from other surrounding information and enclosed in a box. In  
25 addition, for any Covered Product sold over the internet, the Warning shall appear on the  
26 checkout page when a California delivery address is indicated for any purchase of any Covered  
27 Product. An asterisk or other identifying method must be utilized to identify which products on  
28 the checkout page are subject to the Warning. In no event shall any internet or website  
Warning be contained in or made through a link.

1           The Warning shall be at least the same size as the largest of any other health or safety  
2 warnings also appearing on the website or on the label and the word “WARNING” shall be in all  
3 capital letters and in bold print. No statements intended to or likely to have the effect of  
4 diminishing the impact of the Warning on the average lay person shall accompany the Warning.  
5 Further, no statements may accompany the Warning that state or imply that the source of the listed  
6 chemical has an impact on or results in a less harmful effect of the listed chemical.

7           Love Beets must display the above Warning with such conspicuousness, as compared with  
8 other words, statements or designs on the label, or on its website, if applicable, to render the  
9 Warning likely to be read and understood by an ordinary individual under customary conditions  
10 of purchase or use of the product.

11           For purposes of this Consent Judgment, the term “label” means a display of written,  
12 printed or graphic material that is printed on or affixed to a Covered Product or its immediate  
13 container or wrapper.

### 14           **3.3 Conforming Covered Products**

15           A Conforming Covered Product is a Covered Product for which the “Daily Lead Exposure  
16 Level” is no greater than 0.5 micrograms of lead per day as determined by the exposure  
17 methodology set forth in Section 3.1.2 and the quality control methodology described in Section  
18 3.4, and that is not known by Love Beets to contain other chemicals that violate Proposition 65’s  
19 safe harbor thresholds.

### 20           **3.4 Testing and Quality Control Methodology**

21           **3.4.1** Beginning within one year of the Effective Date, Love Beets shall  
22 arrange for lead testing of the Covered Products at least once a year for a minimum of three (3)  
23 consecutive years by arranging for testing of three (3) randomly selected samples of each of  
24 the Covered Products, in the form intended for sale to the end-user, which Love Beets intends  
25 to sell or is manufacturing for sale in California, directly selling to a consumer in California or  
26 “Distributing into the State of California.” If tests conducted pursuant to this Section  
27 demonstrate that no Warning is required for a Covered Product during each of three (3)  
28 consecutive years, then the testing requirements of this Section will no longer be required as to

1 that Covered Product. However, if during or after the three-year testing period, Love Beets  
2 changes ingredient suppliers for any of the Covered Products and/or reformulates any of the  
3 Covered Products, Love Beets shall test that Covered Product annually for at least two (2)  
4 consecutive years after such change is made.

5           3.4.2 For purposes of measuring the "Daily Lead Exposure Level," the highest  
6 lead detection result of the three (3) randomly selected samples of the Covered Products will  
7 be controlling.

8           3.4.3 All testing pursuant to this Consent Judgment shall be performed using a  
9 laboratory method that complies with the performance and quality control factors appropriate  
10 for the method used, including limit of detection and limit of quantification, sensitivity,  
11 accuracy and precision that meets the following criteria: Inductively Coupled Plasma-Mass  
12 Spectrometry ("ICP-MS") achieving a limit of quantification of less than or equal to 0.005  
13 mg/kg.

14           3.4.4 All testing pursuant to this Consent Judgment shall be performed by an  
15 independent third party laboratory certified by the California Environmental Laboratory  
16 Accreditation Program or an independent third-party laboratory that is registered with the  
17 United States Food & Drug Administration.

18           3.4.5 Nothing in this Consent Judgment shall limit Love Beets' ability to  
19 conduct, or require that others conduct, additional testing of the Covered Products, including  
20 the raw materials used in their manufacture.

21           3.4.6 Within thirty (30) days of ERC's written request, Love Beets shall  
22 deliver lab reports obtained pursuant to Section 3.4 to ERC. Love Beets shall retain all test  
23 results and documentation for a period of five years from the date of each test.

24           3.4.7 In the event that Love Beets ceases (a) manufacturing the Covered  
25 Products for sale in California, (b) directly selling the Covered Products to consumers in  
26 California, or (c) Distributing the Covered Products into the State of California (collectively  
27 referred to in this paragraph as "California Activities"), the obligations set forth in this Section  
28 3.4 shall cease and no longer be applicable to Love Beets. However, if, after ceasing the

1 California Activities, Love Beets resumes any of the California Activities, the testing and  
2 reporting requirements of Section 3.4 of this Consent Judgment shall apply beginning within  
3 one year after the date the California Activities were resumed, unless Love Beets can show to  
4 the reasonable satisfaction of ERC that the resumption of the California Activities was a  
5 temporary error that was resolved when discovered.

6 **4. SETTLEMENT PAYMENT**

7 **4.1** In full satisfaction of all potential civil penalties, additional settlement  
8 payments, attorney's fees, and costs, Love Beets shall make a total payment of \$ 20,000.00  
9 ("Total Settlement Amount") to ERC within 5 days of the Effective Date ("Due Date"). Love  
10 Beets shall make this payment by wire transfer to ERC's account, for which ERC will give  
11 Love Beets the necessary account information. The Total Settlement Amount shall be  
12 apportioned as follows:

13 **4.2** \$1,000.00 shall be considered a civil penalty pursuant to California Health and  
14 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$750.00) of the civil penalty to the  
15 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe  
16 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety  
17 Code section 25249.12(c). ERC will retain the remaining 25% (\$250.00) of the civil penalty.

18 **4.3** \$847.04 shall be distributed to ERC as reimbursement to ERC for reasonable  
19 costs incurred in bringing this action.

20 **4.4** \$6,160.00 shall be distributed to Wraith Law as reimbursement of ERC's  
21 attorney's fees, while \$11,992.96 shall be distributed to ERC for its in-house legal fees. Except  
22 as explicitly provided herein, each Party shall bear its own fees and costs.

23 **4.5** In the event that Love Beets fails to remit the Total Settlement Amount owed  
24 under Section 4 of this Consent Judgment on or before the Due Date, Love Beets shall be  
25 deemed to be in material breach of its obligations under this Consent Judgment. ERC shall  
26 provide written notice of the delinquency to Love Beets via electronic mail. If Love Beets fails  
27 to deliver the Total Settlement Amount within five (5) days from the written notice, the Total  
28 Settlement Amount shall accrue interest at the statutory judgment interest rate provided in the

1 California Code of Civil Procedure section 685.010. Additionally, Love Beets agrees to pay  
2 ERC's reasonable attorney's fees and costs for any efforts to collect the payment due under  
3 this Consent Judgment.

4 **5. MODIFICATION OF CONSENT JUDGMENT**

5 **5.1** This Consent Judgment may be modified only as to injunctive terms (i) by  
6 written stipulation of the Parties and upon entry by the Court of a modified consent judgment  
7 or (ii) by motion of either Party pursuant to Section 5.3 and upon entry by the Court of a  
8 modified consent judgment.

9 **5.2** If Love Beets seeks to modify this Consent Judgment under Section 5.1, then  
10 Love Beets must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks  
11 to meet and confer regarding the proposed modification in the Notice of Intent, then ERC must  
12 provide written notice to Love Beets within thirty (30) days of receiving the Notice of Intent.  
13 If ERC notifies Love Beets in a timely manner of ERC's intent to meet and confer, then the  
14 Parties shall meet and confer in good faith as required in this Section. The Parties shall meet in  
15 person or via telephone within thirty (30) days of ERC's notification of its intent to meet and  
16 confer. Within thirty (30) days of such meeting, if ERC disputes the proposed modification,  
17 ERC shall provide to Love Beets a written basis for its position. The Parties shall continue to  
18 meet and confer for an additional thirty (30) days in an effort to resolve any remaining  
19 disputes. Should it become necessary, the Parties may agree in writing to different deadlines  
20 for the meet-and-confer period.

21 **5.3** In the event that Love Beets initiates or otherwise requests a modification under  
22 Section 5.1, and the meet and confer process leads to a joint motion or application for a  
23 modification of the Consent Judgment, Love Beets shall reimburse ERC its costs and  
24 reasonable attorney's fees for the time spent in the meet-and-confer process and filing and  
25 arguing the motion or application.

26 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**  
27 **JUDGMENT**

28 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or



1 terminate this Consent Judgment.

2           **6.2** If ERC alleges that any Covered Product fails to qualify as a Conforming  
3 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall  
4 inform Love Beets in a reasonably prompt manner of its test results, including information  
5 sufficient to permit Love Beets to identify the Covered Products at issue. Love Beets shall,  
6 within thirty (30) days following such notice, provide ERC with testing information, from an  
7 independent third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4,  
8 demonstrating Love Beets' compliance with the Consent Judgment. The Parties shall first  
9 attempt to resolve the matter prior to ERC taking any further legal action.

10       **7. APPLICATION OF CONSENT JUDGMENT**

11           This Consent Judgment may apply to, be binding upon, and benefit the Parties and their  
12 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
13 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,  
14 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no  
15 application to any Covered Product that is distributed or sold exclusively outside the State of  
16 California and that is not intended by Love Beets to be used by a consumer in the State of  
17 California.

18       **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

19           **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,  
20 on behalf of itself and in the public interest, and Love Beets and its respective officers,  
21 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,  
22 franchisees, licensees, customers (not including private label customers of Love Beets),  
23 distributors, wholesalers, retailers, and all other upstream and downstream entities in the  
24 distribution chain of any Covered Product, and the predecessors, successors, and assigns of any  
25 of them (collectively, "Released Parties").

26           **8.2** ERC, acting in the public interest, releases the Released Parties from any  
27 and all claims for violations of Proposition 65 up through the Effective Date based on exposure  
28 to lead from the Covered Products as set forth in the Notice of Violation. ERC, on behalf of

1 itself only, hereby fully releases and discharges the Released Parties from any and all claims,  
2 actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and  
3 expenses asserted, or that could have been asserted from the handling, use, or consumption of  
4 the Covered Products, as to any alleged violation of Proposition 65 or its implementing  
5 regulations arising from the failure to provide Proposition 65 warnings on the Covered  
6 Products regarding lead to and including the Effective Date.

7       **8.3**       ERC on its own behalf only, and Love Beets on its own behalf only, further  
8 waive and release any and all claims they may have against each other for all actions or  
9 statements made or undertaken in the course of seeking or opposing enforcement of  
10 Proposition 65 in connection with the Notice and Complaint up through and including the  
11 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's  
12 right to seek to enforce the terms of this Consent Judgment.

13       **8.4**       It is possible that other claims not known to the Parties, arising out of the facts  
14 alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be  
15 discovered. ERC on behalf of itself only, and Love Beets on behalf of itself only, acknowledge  
16 that this Consent Judgment is expressly intended to cover and include all such claims up  
17 through and including the Effective Date, including all rights of action therefore. ERC and  
18 Love Beets acknowledge that the claims released in Sections 8.2 and 8.3 above may include  
19 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such  
20 unknown claims. California Civil Code section 1542 reads as follows:

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

25 ERC on behalf of itself only, and Love Beets on behalf of itself only, acknowledge and  
26 understand the significance and consequences of this specific waiver of California Civil Code  
27 section 1542.

28       **8.5**       Compliance with the terms of this Consent Judgment shall be deemed to

1 constitute compliance with Proposition 65 by any of the Released Parties regarding alleged  
2 exposures to lead in the Covered Products as set forth in the Notice and Complaint.

3       **8.6** Nothing in this Consent Judgment is intended to apply to any occupational or  
4 environmental exposures arising under Proposition 65, nor shall it apply to any of Love Beets'  
5 products other than the Covered Products.

6       **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

10       **10. GOVERNING LAW**

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

13       **11. PROVISION OF NOTICE**

14       All notices required to be given to either Party to this Consent Judgment by the other shall  
15 be in writing and sent to the following agents listed below via first-class mail or via electronic  
16 mail where required. Courtesy copies via email may also be sent.

17       **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

18 Chris Heptinstall, Executive Director, Environmental Research Center  
19 3111 Camino Del Rio North, Suite 400  
20 San Diego, CA 92108  
21 Ph: (619) 500-3090  
22 Email: [chris.heptinstall@erc501c3.org](mailto:chris.heptinstall@erc501c3.org)

23 With a copy to:  
24 WILLIAM F. WRAITH  
25 WRAITH LAW  
26 25361 Commercentre Drive, Ste 150  
27 Lake Forest, CA 92630  
28 Tel: (949) 452-1234  
Email: [bill@wraithlaw.com](mailto:bill@wraithlaw.com)

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1 **FOR LOVE BEETS USA, LLC; LOVE BEETS PRODUCTION, LLC; G'S FRESH**  
2 **BEETS PRODUCTION, INC.; G'S FRESH BEETS INCORPORATED; G'S FRESH**  
3 **LTD:**

3 Leanne Khoury, Managing Director  
4 Love Beets Productions LLC  
5 1150 Lee Road, Section A  
6 Rochester, New York 14606  
7 Tel: (716) 430-0626  
8 Email: Leanne.Khoury@lovebeetsusa.com

8 With a copy to:

9 PATRICK J. DALTON  
10 HARRIS BEACH PLLC  
11 99 Garnsey Rd  
12 Pittsford, NY 14534  
13 Tel: (585) 419-8800  
14 Email: pdalton@harrisbeach.com

## 13 **12. COURT APPROVAL**

14 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a  
15 Motion for Court Approval. The Parties shall use their best efforts to support entry of this  
16 Consent Judgment.

17 **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
18 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible  
19 prior to the hearing on the motion.

20 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be  
21 void and have no force or effect.

## 22 **13. EXECUTION AND COUNTERPARTS**

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

## 26 **14. DRAFTING**

27 The terms of this Consent Judgment have been reviewed by the respective counsel for  
28 each Party prior to its signing, and each Party has had an 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 fact  
4 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any  
5 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated  
6 equally in the preparation and drafting of this Consent Judgment.

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

8 If a dispute arises 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, and/or  
10 in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may  
11 be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

12 **16. ENFORCEMENT**

13 ERC may, by motion or order to show cause before the Superior Court of Alameda  
14 County, enforce the terms and conditions contained in this Consent Judgment. In any action  
15 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,  
16 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.  
17 To the extent the failure to comply with the Consent Judgment constitutes a violation of  
18 Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent  
19 Judgment, but may seek in another action whatever fines, costs, penalties, or remedies as are  
20 provided by law for failure to comply with Proposition 65 or other laws.

21 **17. ENTIRE AGREEMENT, AUTHORIZATION**

22 **17.1** This Consent Judgment contains the sole and entire agreement and  
23 understanding of the Parties with respect to the entire subject matter herein, including any and  
24 all prior discussions, negotiations, commitments, and understandings related thereto. No  
25 representations, oral or otherwise, express or implied, other than those contained herein have  
26 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
27 herein, shall be deemed to exist or to bind any Party.

28 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully

1 authorized by the Party he or she represents to stipulate to this Consent Judgment.

2 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**  
3 **CONSENT JUDGMENT**

4 This Consent Judgment has come before the Court upon the request of the Parties. The  
5 Parties request the Court to fully review this Consent Judgment and, being fully informed  
6 regarding the matters which are the subject of this action, to:

7 (1) Find that the terms and provisions of this Consent Judgment represent a fair and  
8 equitable settlement of all matters raised by the allegations of the Complaint that the matter has  
9 been diligently prosecuted, and that the public interest is served by such settlement; and

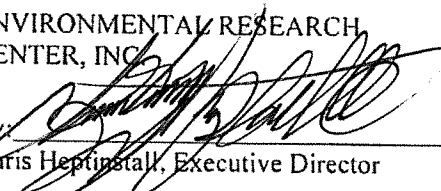
10 (2) Make the findings pursuant to California Health and Safety Code section  
11 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

12 (3) Retain jurisdiction, pursuant to Section 664.6 of the Code of Civil Procedure, after  
13 the Consent Judgment is entered in order to enforce, modify, or terminate this Consent Judgment.

14 **IT IS SO STIPULATED:**

15 Dated: 4/27/, 2023

ENVIRONMENTAL RESEARCH  
CENTER, INC.

16  
17 By:   
18 Chris Heptinstall, Executive Director

19 Dated: April 25, 2023

LOVE BEETS USA, LLC

*David Marrero*

20  
21  
22 By: David Marrero  
Its: CFO

23 Dated: 4/26, 2023

LOVE BEETS PRODUCTION, LLC

24  
25  
26 *Leanne Khoury*  
27 By: Leanne Khoury  
28 Its: Managing Director

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Dated: 4/26, 2023

G'S FRESH BEETS PRODUCTION, INC.

Leanne Murray  
By: Leanne Murray  
Its: MD

Dated: 4/26, 2023

G'S FRESH BEETS INCORPORATED

Leanne Murray  
By: Leanne Murray  
Its: MD

Dated: 4/26, 2023

G'S FRESH LTD

Leanne Murray  
By: Leanne Murray  
Its: MD

**APPROVED AS TO FORM:**

Dated: April 28, 2023

WRAITH LAW

By: William F. Wraith  
William F. Wraith  
Attorney for Plaintiff Environmental  
Research Center, Inc.

Dated: 4/26, 2023

HARRIS BEACH PLLC

By: Stuart R. Smith  
Stuart R, Smith  
Attorney for Love Beets USA, LLC, Love  
Beets Production, LLC, G's Fresh Beets  
Production, Inc., G's Fresh Beets  
Incorporated, and G's Fresh Ltd

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**ORDER AND JUDGMENT**

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Judge of the Superior Court