Stephanie Sy, Esq. (SB #247071)
Law Offices of Stephanie Sy
11622 El Camino Real, Suite 100
San Diego, CA 92130
Telephone: (858) 746-9554
Fax: (858) 746-5199

Attorneys for Plaintiff Keep America Safe and Beautiful

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

KEEP AMERICA SAFE AND BEAUTIFUL, Plaintiff, v. LINN'S GOURMET GOODS LINN'S FRUIT BIN , INC AND DOES 1-25 INCLUSIVE Defendants,	Case No.37-2023-00054841-CU-NP-CTL **(PROPOSED) STIPULATED CONSENT JUDGMENT** **(Health & Safety Code §24249, et. seq.)** **Complaint filed: December 18, 2023** **Hearing Date: July 31, 2026** **Time: 09:00 am** **Dept: C-63** **Judge: Hon. Katherine Bacal**

INTRODUCTION

1.1 The Parties

This Stipulated Consent Judgment ("Stipulated Consent Judgment") is hereby entered into by and between Keep America Safe And Beautiful ("KASAB") and LINN'S FRUIT BIN, INC. ("LINN'S"). KASAB and LINN'S are collectively referred to as the "Parties" and sometimes each of them individually as a "Party." KASAB is a Nonprofit Public Benefit Corporation in California who seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products.

1.2 Allegations and Representations

(a) KASAB alleges that LINN'S is a person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code § 25249.6 et seq., and has offered for sale in the State of California and sold in California the "Jamaican Spinach-Lentil Soup Mix" that when used as intended exposes consumers to Lead and that such sales have not been accompanied by Proposition 65 warnings. Lead is listed under Proposition 65 as a chemical known to the State of California to cause cancer and reproductive harm. KASAB has cited the "Jamaican Spinach-Lentil Soup Mix" as a specific example of the product that is the subject of its allegations.

(b) LINN'S does not admit and denies the material, factual, and legal allegations contained in the Notice (defined hereinbelow at Section 1.4) and Complaint (defined hereinbelow at Section 1.5), and maintains that all products sold, distributed, or offered for sale in California by LINN'S are in compliance with all laws, including, without limitation, Proposition 65.

(c) The Parties enter into this Stipulated Consent Judgment to resolve all Proposition 65 claims concerning the Products (defined hereinbelow at Section 1.3) set forth in the Notice, including claims against upstream and downstream harvesters, suppliers, manufacturers, distributors, wholesalers, marketplace hosts, licensors, licensees, auctioneers, franchisors, franchisees, dealers, customers, retailers, and affiliates, who allegedly violated Proposition 65 by distributing the Products in California without warnings.

1.3 Covered Products

The products that are covered by this Settlement Agreement are defined as, "Jamaican Spinach-Lentil Soup Mix" manufactured, distributed, sold, or offered for sale by LINN'S in the State of California (the "Products").

1.4 Notice of Violation

On or about November 16, 2022, KASAB served LINN'S and all public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with a document entitled "60-Day Notice of Violation" (the "Notice") that provided LINN'S, and such public enforcers with notice that alleged that LINN'S was in alleged violation

of Proposition 65 for failing to warn consumers and customers that the Products exposed users in California to lead. No public enforcer diligently prosecuted the claims alleged in the Notice within sixty days plus service time relative to the provisions of the Notice to them by KASAB.

1.5 Complaint

On December 18, 2023, KASAB 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 LINN'S. In the Complaint, KASAB alleges that the Products contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin. KASAB alleges that these products expose consumers to lead at a concentration level requiring a Proposition 65 warning. KASAB alleges that LINN'S qualifies as a "Person" within the meaning of Proposition 65, and that LINN'S manufactures, distributes, and/or offers for sale its products in the State of California. KASAB has agreed to dismiss Instacart from this case.

1.6 No Admission

On August 27, 2024, LINN'S filed its Answer to the Complaint wherein LINN'S denied the allegations in the Notice and Complaint and asserted affirmative defenses. LINN'S continues to deny the material allegations contained in KASAB's Notice and Complaint and maintains that it has not violated Proposition 65. Nothing in this Stipulated Consent Judgment shall be construed as an admission by LINN'S of any fact, finding, issue of law, or violation of law, or any other statutory, regulatory, common law, or equitable doctrine; nor shall compliance with this Stipulated Consent Judgment constitute or be construed as an admission by LINN'S of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by LINN'S. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of LINN'S under this Stipulated Consent Judgment.

1.7 Execution/Effective Date

1.7.1 For purposes of this Stipulated Consent Judgment, the term "Execution Date" shall mean the date this Stipulated Consent Judgment is fully executed by the Parties.

1.7.2 For purposes of this Stipulated Consent Judgment, the term "Effective Date" shall

mean the date that this Stipulated Consent Judgment has been executed and approved and entered by the Court including implementation of the injunctive relief measures provided at Section 2. herein ("Injunctive Relief").

1.8 Sell-Through

The injunctive requirements of Section 2 herein shall not apply to Products that are already manufactured, canned, packaged, inventoried, warehoused, or put into the stream of commerce between the Execution Date and sixty (60 days) after the Effective Date ("Sell-Through Products"), which Sell-Through Products are expressly subject to and have the benefit of the releases provided in Sections 6.2 to 6.6 herein. Sell-Through Products may be sold, offered for sale, and distributed in/to California without compliance with the injunctive provisions of Section 2 herein.

2. INJUNCTIVE RELIEF: WARNINGS OR REFORMULATION

Compliance with Proposition 65 Warning Regulations. As of the Effective Date, and except for Sell-Through Products, LINN'S, at its sole discretion, agrees to either (a) cease selling, offering for sale or distributing the Products in California ("Ceases Selling"), (b) manufacture, import, or otherwise source for authorized sale in California only Reformulated Products, as defined pursuant to Section 2.4 hereinbelow, or (c) provide a clear and reasonable Proposition 65 warning on the Products pursuant to Sections 2.1 to 2.3 hereinbelow, to be in compliance with Proposition 65 and this Stipulated Consent Judgment.

A. WARNINGS

2.1 Provide a Proposition 65 Warning Label on the Products. Unless LINN'S Ceases Selling or complies with Section 2.4 herein, LINN'S shall provide Proposition 65 warnings on the labels of the Products to consist of either a Warning or an Alternative Warning described in Sections 2.1(a) or (b), respectively, as follows:

(a) The "Warning" shall consist of the following statement enclosed in a box:

(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~~ see 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"; or

(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"; or

(b) LINN'S may, but is not required to, use the alternative short-form warning as set forth in this Section 2.1(b) ("Alternative Warning"), which shall consist of either one of the following statements:

(i) "**WARNING:** Risk of cancer and reproductive harm from exposure to lead. For more information go to www.P65Warnings.ca.gov/food"; or

(ii) **"WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. For more information go to www.P65Warnings.ca.gov/food."

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

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

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

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

2.2 The **Warning or Alternative Warning (collectively the "Warnings")** provided pursuant to Section 2.1(a) or (b) must have the term "**CA WARNING**" or "**CALIFORNIA WARNING"** or **"WARNING**:" printed in all capital letters and in bold print. The Warnings

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

2.3 Internet Warnings

Consistent with this Stipulated Consent Judgment, including Section 2.4 below, if, after the Effective Date, and except for Sell-Through Products, LINN'S sells the Products to consumers located in California, via the internet, on each of their own respective proprietary internet websites, or any affiliated websites or a third-party website over which either LINN'S has control to post warnings, that LINN'S shall provide warnings for each Product both on the Product label in accordance with Section 2.2 – if testing in accordance with Section 2.4 inclusive herein (including Section 2.4; Section 2.4(a)-(d)) finds that a consumer's average daily consumption of lead from the Product or Products, has exceeded 0.5 micrograms per day or such other safe harbor level adopted by OEHHA from time to time – by prominently displaying the warning on each of its own proprietary internet websites, or any affiliated websites or third party website over which LINN'S has control to post warnings, to the California consumer during the purchase of the Products for delivery within California without requiring customers to seek out the warning (the "Internet Warning"). If required, LINN'S will ensure this Internet Warning or a clearly marked hyperlink to the warning using the words "CA WARNING" or "CALIFORNIA WARNING" or "WARNING" given in conjunction with the sale of the Products via the company's internet to California customers appears on the same web page on which the Products are displayed in California or is otherwise prominently displaying the warning to the customer prior to completing the purchase. To the extent that the current Proposition 65 requirements for Internet Warnings are changed, LINN'S may elect to adhere to any such changes in lieu of that which is set forth herein. Where LINN'S sells, ships, or distributes the Products to third-party retailers or e-commerce marketplaces for resale of the Products in California, LINN'S will advise them, in writing, of the Internet

Warning requirements prior to sale of the product, if applicable, under this Stipulated Consent Judgment.

B. TESTING

2.4 Testing the Product for Lead. In the alternative to Warnings and/or the Internet Warning, and except for Sell-Through Products, LINN'S may sell or distribute (and/or cause to be sold) Products, including Products sold/supplied directly to retailers or via the internet, without the Warnings and Internet Warnings described in Sections 2.1-2.3 if it tests the Products including the Products subject to the Notice and Complaint for the presence of lead, and if the test results show that 0.5 micrograms per day of lead is not exceeded by a consumer's average daily consumption of the Products, or such other safe harbor level adopted by OEHHA from time to time, as determined by Sections 2.4(a)-2.4(d).

(a) Calculation of Lead Average Daily Exposure Levels

A Product subject to the Notice of Violation for the presence of lead in Products covered by this Stipulated Consent Judgment for which the average daily exposure level does not exceed 0.5 micrograms of lead per day, is determined by the formula, testing and quality control methodology described in Sections 2.4(b)-2.4(d). For purposes of determining if a warning is required pursuant to Sections 2.1-2.3, the lead detection results of at least five (5) and up to ten (10) samples of the relevant Product, randomly selected and tested by or at the direction of LINN'S, shall be controlling. Under no circumstance shall a product be allowed to be sold without warning if any of the tested products are shown to contain lead content above the lead MADL

(b) Calculation Formula

For purposes of this Stipulated Consent Judgment, average daily exposure levels shall be measured in micrograms per day and shall be calculated using the following formula: the average concentration level of lead in the Product in micrograms per gram, multiplied by grams of Product per serving of the Product (using the serving size appearing on the Product label), multiplied by a frequency of consumption of once every fourteen (14) days (i.e. 1/14).

(c) Testing and Quality Control Methodology

All lead concentration testing pursuant to this Agreement shall be performed by or at the direction of LINN'S 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, any future method or improvement that becomes the industry standard for lead concentration testing (as evidenced by advancements in technology or changes in regulatory or industry guidance), or any other testing method subsequently agreed upon in writing by the Parties.

(d) Testing Schedule

LINN'S shall not be required to engage in testing pursuant to this Stipulated Consent Judgment unless LINN'S distributes into California any Product without a warning. Except for Sell-Through Products referenced in Section 1.8 above, Product testing shall be performed by or at the direction of LINN'S on and after the date that is one-hundred and twenty (120) days after the Effective Date, and testing shall continue thereafter at least once per year for a period of five (5) years after the Effective Date, after which LINN'S may have the option to test the Products at its discretion, and the test results shall be controlling. LINN'S shall have the continuing option of commencing or halting labeling at any time consistent with the terms of this Stipulated Consent Judgment.

2.5 Compliance with Regulations. LINN'S shall be deemed to comply with this Stipulated Consent Judgment by either adhering to Sections 2.1-2.4 of this Stipulated Consent Judgment or by complying with warning requirements and/or safe harbor levels adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA").

2.6 Entry of Consent Judgment. Upon execution of this Stipulated Consent Judgment by the Parties, KASAB 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).

2.7 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.

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

3. CIVIL PENALTY & REIMBURSEMENT OF FEES AND COSTS

3.1 Payment pursuant to Health & Safety Code Section 25249.7(b). LINN'S shall pay a Civil Penalty of $100.00 to be apportioned in accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to the State of California's Office of Environmental Health Hazard Assessment (CCR Title 11 Div 4-Proposition 65 Private Enforcement) and the remaining 25% of the penalty remitted to KASAB, as provided by California Health & Safety Code § 25249.7. The Civil Penalty payment(s) shall be delivered to the addresses identified in Section 3.3, below. For all amounts due and owing that are not received within the payment times set forth below, LINN'S shall pay a late civil penalty payment fee equal to $100/day to be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) and (d).

3.2 Civil Penalty. LINN'S shall issue two separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of $75.00 (75%); and to (b) "Law Offices of Stephanie Sy" in the amount of $25.00 (25%). The Civil Penalty payment(s) shall be delivered to the addresses identified in Section 3.3, below. The Civil Penalty payments herein shall be paid within twenty (20) business days of the Effective Date.

3.3 Payment Procedures.

(a) Issuance of Payments. Payments shall be delivered as follows:

(i) All payments owed to KASAB, pursuant to Section 3.1 shall be delivered to the following payment address:

Stephanie Sy

Law Offices of Stephanie Sy
11622 El Camino Real, Suite 100
San Diego, CA 92130

(ii) All payments owed to OEHHA (EIN: 68-0284486), pursuant to § 3.1 shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses, and shall be sent no later than five (5) business days following the Effective Date:

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

(b) Copy of Payments to OEHHA. LINN'S agrees to provide KASAB's counsel with a copy of the checks payable to OEHHA, simultaneous with its penalty payments to KASAB, to be delivered to the address provided in Section 3.2(a)(i), as proof of payment to OEHHA.

(c) Tax Documentation. KASAB agrees to provide IRS W-9 forms for each of the following payees under this Stipulated Consent Judgment concurrently with delivery of the executed copy of the Stipulated Consent Judgment to LINN'S:

(i) "Law Offices of Stephanie Sy" at the address provided in Section 3.3(a)(i); and

(ii) "Office of Environmental Health Hazard Assessment" at 1001 I Street, Sacramento, CA 95814.

3.4 LINN'S will pay KASAB's counsel $6,900.00 for attorneys' fees, expert and investigation fees, and related costs associated with this matter and the Notice and Complaint and

incurred as a result of investigating, bringing this matter to LINN'S's attention, filing the enforcement lawsuit and negotiating a settlement. Payment of said monies shall be made via bank wire to the "Law Offices of Stephanie Sy" no later than five (5) business days of the Effective Date.

3.5 The Law Offices of Stephanie Sy agree to provide LINN'S with tax identification information, including W-9 information, within two (2) business days following the Effective Date.

3.6 Other than the payment specified herein, each side is to bear its own attorneys' fees and costs.

4. RETENTION OF JURISDICTION

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

5. MODIFICATION OF CONSENT JUDGMENT

5.1 This Stipulated 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 5 and upon entry by the Court of a modified consent judgment.

5.2 If LINN'S seeks to modify this Stipulated Consent Judgment, then LINN'S must provide written notice to KASAB of its intent ("Notice of Intent"). If KASAB seeks to meet and confer regarding the proposed modification in the Notice of Intent, then KASAB shall provide written notice of intent to meet and confer to LINN'S 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 KASAB's written notice of intent to meet and confer. Within thirty (30) days of such a meeting, if KASAB disputes the proposed modification, KASAB shall provide LINN'S 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.

5.3 In the event that LINN'S initiates or otherwise requests a modification under this Section 5 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 meet and confer process under Section 5.1 leads to a motion or application for a modification of the Stipulated Consent Judgment, LINN'S shall reimburse KASAB its costs and reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing the motion.

6. CLAIMS COVERED AND RELEASED

6.1 Binding Effect, Release of All Claims, Claims Released

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

6.2 This Stipulated Consent Judgment is a full, final, and binding resolution between KASAB, 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 LINN'S and its respective officers, directors, shareholders, owners, members, partners, marketers, employees, agents, principals, parent companies, subsidiaries, divisions, affiliates, franchisors, franchisees, licensors, licensees, customers, suppliers, distributors, wholesalers, or retailers, purchasers, users, and all other upstream and downstream persons and entities in the distribution chain of the Products including, but not limited to, Instacart and the predecessors, successors, assigns and affiliates of any of them (collectively, the "Released Parties").

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

6.4 KASAB Release of LINN'S. KASAB, 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 Products in California, as to any alleged violation of Proposition 65 or its implementing regulations up through the Effective Date, based on a failure to provide Proposition 65 warnings on the Products with respect to lead as set forth in the Notice and Complaint.

6.5 KASAB on its own behalf only, and LINN'S 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 Stipulated Consent Judgment.

6.6 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 Products, will develop or be discovered. KASAB on behalf of itself only, and LINN'S on behalf of itself only, acknowledge that this Stipulated 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. KASAB and LINN'S acknowledge that the claims released in Sections 6.2, 6.4, and 6.5 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 Products only. KASAB releases no other products or claims as to other products LINN'S may sell in California. The release does not apply to third party internet sellers

who do not provide a warning prior to sale.

6.7 **LINN'S Release of KASAB**

Aside from any potential dispute relating to this Stipulated Consent Judgment. LINN'S waives all claims against KASAB, its attorneys and other representatives, for all actions taken, or statements made by KASAB and its attorneys and other representatives in the course of investigating the claims or otherwise seeking enforcement of Proposition 65 against it in this matter and as alleged in the Notice and Complaint with respect to the Products.

7. SEVERABILITY AND MERGER

If after the Effective Date of this Stipulated Consent Judgment any of the provisions of this document are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

This Stipulated Consent Judgment contains the sole and entire agreement of the Parties, and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof.

8. GOVERNING LAW

8.1 The terms and conditions of this Stipulated 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 LINN'S may file a motion or request to the court to amend, modify or terminate this Stipulated Consent Judgment to provide that a Proposition 65 warning on the Products is no longer required, and KASAB shall not oppose the motion unless it believes under the law that the amendment, modification or termination of this Stipulated 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 Stipulated Consent Judgment. Upon the granting of any such motion, this Stipulated Consent Judgment shall be null and void and LINN'S shall have no further injunctive

obligations pursuant to this Stipulated 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 LINN'S shall have the right to file a motion with the court to be relieved of its obligations to comply with Section 2 herein, effective the effective date of the regulation, safe use determination, interpretive guideline, injunction, preemption or First Amendment rights determination, and KASAB shall not oppose the motion unless it believes a granting of the motion is not justified under the law.

8.2 This Stipulated Consent Judgment shall apply to and be binding upon KASAB and LINN'S, and their parents, divisions, subdivisions, subsidiaries, and affiliates, if any, and the Parties' predecessors, successors and assigns.

8.3 The Parties, including their counsel, have participated in the preparation of this Stipulated Consent Judgment and this Stipulated Consent Judgment is the result of the joint efforts of the Parties. This Stipulated Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Stipulated Consent Judgment shall not be interpreted against any Party because of the manner of the preparation of this Stipulated Consent Judgment.

9. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Stipulated Consent Judgment shall be in writing and delivered or sent by email and: (i) first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any Party by the other Party at the following addresses:

For LINN'S CORPORATION:

Michael R. Hambly, Esq.
The Food Lawyers
1880 Century Park East 611
Los Angeles, CA 90012

For KASAB:

Stephanie Sy, Esq.
Law Offices of Stephanie Sy
11622 El Camino Real, Suite 100
San Diego, California 92130

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

10. COUNTERPARTS; FACSIMILE SIGNATURES

This Stipulated Consent Judgment may be executed in counterparts and by means of facsimile and/or portable document format (pdf), which taken together shall be deemed to constitute one document.

11. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

If a dispute with respect to either Party's compliance with the terms of this Stipulated 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.

12. ENFORCEMENT

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

13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

KASAB agrees to promptly comply with the reporting requirements set forth in California Health & Safety Code §25249.7(f).

14. MODIFICATION

Unless otherwise provided herein, this Stipulated Consent Judgment may be modified only by further written agreement of the Parties and Court approval.

15. ENTIRE AGREEMENT

This Stipulated Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Stipulated Consent Judgment have been made by any Party hereto. No supplementation, modification, waiver, or termination of this Stipulated Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Stipulated Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether similar, nor shall such waiver constitute a continuing waiver.

16. **AUTHORIZATION**

The undersigned are authorized to execute this Stipulated Consent Judgment on behalf of their respective Parties and have read, understood and agreed to all the terms and conditions of this document.

17. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY

This Stipulated Consent Judgment has come before the Court upon the request of the Parties. The Parties request the Court to fully review this Stipulated 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 Stipulated Consent Judgment.

/ / / /

APPROVED AS TO FORM:

AGREED TO:

Date : 8/4/2026,

By: _____

On Behalf of KASAB
Stephanie Sy, Esq.
Law Office of Stephanie Sy

AGREED TO:

Date: 7/30, 2026

By: _____

On Behalf of LINN'S
Michael R. Hambly, Esq.
The Food Lawyers

IT IS HEREBY SO STIPULATED:

AGREED TO:

Date: 8/3/2026

By: _____
LANCE NGUYEN
KEEP AMERICA SAFE AND BEAUTIFUL

AGREED TO:

Date: 6-15-2026

By: _____
JOHN LINN
LINN'S FRUIT BIN, 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: _____

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JUDGE OF THE SUPERIOR COURT