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2 **MANNING LAW, APC**

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3 Foothill Ranch, CA 92610

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5 *Attorney for Plaintiff*

6 *CalSafe Research Center, Inc.*

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13  
14  
15 CALSAFE RESEARCH CENTER, INC., a  
California non-profit corporation,

16 Plaintiff,

17  
18 v.

19 U.B.C. FOOD DISTRIBUTORS, INC., a  
Michigan Domestic Profit Corporation; and  
20 DOES 1 to 10,

21 Defendants.  
22

Case No.: 23TRCV00725

[PROPOSED] STIPULATED  
CONSENT JUDGMENT

*(Health & Safety Code § 25249, et seq.)*

FAC Filed: December 24, 2025

Trial Date: TBD

1 **I. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between CalSafe  
3 Research Center, Inc. (“Plaintiff”), and U.B.C. Distributors CA, Inc., a California Stock  
4 Corporation (“Defendant”) (collectively, the “Parties”).

5 **1.2 General Allegations.** On March 10, 2023, Plaintiff initiated this action by filing  
6 a Complaint for Civil Penalties and Injunctive Relief, as amended on December 24, 2025 (the  
7 “Complaint”) pursuant to *Health & Safety Code* § 25249.5 *et seq.* (“Proposition 65”) against  
8 Defendant. In this action, Plaintiff alleges that the following products distributed or sold by  
9 Defendant (collectively, the “Covered Products”): (1) “Baraka, Stuffed Grape Leaves (UPC#  
10 822514221708)”, identified in Plaintiff’s Notice of Violation dated December 16, 2022; (2)  
11 “Baraka, Dry Apricot Candy, Net Wt. 400g”, identified in Plaintiff’s Notice of Violation dated  
12 May 25, 2023; (3) “Baraka, Grape Leaves, Net Wt. 454g”, identified in Plaintiff’s Notice of  
13 Violation dated May 25, 2023; and (4) “Baraka, Dried Apricot, Net Wt. 200g”, identified in  
14 Plaintiff’s Notice of Violation dated May 25, 2023, contain lead, a chemical listed under  
15 Proposition 65 as a carcinogen and reproductive toxin. Plaintiff alleges that each of the Covered  
16 Products exposes consumers to lead at a level requiring a Proposition 65 warning. Plaintiff  
17 alleges that Defendant qualifies as a “Person” within the meaning of Proposition 65, and that  
18 Defendant manufactures, distributes, and/or offers for sale in the State of California the Covered  
19 Products.

20 **1.3 Notice of Violation.** The Complaint is based on allegations contained in  
21 Plaintiff’s Notices of Violation dated December 16, 2022 (the “First Notice”) and May 25, 2023  
22 (the “Second Notice”) (collectively, the “Notices”), each of which was served on the California  
23 Attorney General, other public enforcers, and Defendant. True and correct copies of the Notices  
24 are attached hereto as **Exhibits A and B** and incorporated by reference. More than 60 days have  
25 passed since each Notice was served on the Attorney General, public enforcers, and Defendant;  
26 no designated governmental entity has filed a Complaint against Defendant with regard to the  
27 Covered Products or the alleged violations.

1           **1.4** Plaintiff's Notices and Complaint allege that the use of the Covered Products by  
2 California consumers exposes them to lead without first receiving a clear and reasonable warning  
3 from Defendant, which is a violation of California *Health & Safety Code* § 25249.6. Defendant  
4 denies all material allegations contained in the Notices and Complaint.

5           **1.5** The Parties have entered into this Consent Judgment in order to settle,  
6 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.  
7 Defendant denies the material, factual, and legal allegations in the Notices and Complaint and  
8 maintains that all of the products, including the Covered Products, that it sold and/or distributed  
9 for sale in California have been and are in compliance with all laws. Nothing in this Consent  
10 Judgment nor compliance with this Consent Judgment shall constitute or be construed as an  
11 admission by Defendant or by any of their respective officers, directors, shareholders,  
12 employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees,  
13 customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue  
14 of law, or violation of law, such specifically denied by the Defendant. This Section shall not,  
15 however, diminish or otherwise affect Defendant's obligations, responsibilities, and duties under  
16 this Consent Judgment.

17           **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall  
18 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
19 current or future legal proceeding unrelated to this proceeding.

20           **1.7 Effective Date.** For purposes of this Consent Judgment, the "Effective Date"  
21 shall be the date the Consent Judgment has been approved and entered by the Court.

## 22 **II. JURISDICTION AND VENUE**

23           **2.1** For purposes of this Consent Judgment and any further court action that may  
24 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has  
25 subject matter jurisdiction over the allegations of violations contained in the Complaint and  
26 personal jurisdiction over Defendant as to the acts alleged in the Complaint.

27           **2.2** For purposes of this Consent Judgment, the Parties stipulate that venue is proper  
28 in Los Angeles County, California, and that this Court has jurisdiction to enter this Consent

1 Judgment as a full and final resolution of all claims up through and including the Effective Date  
2 that were or could have been asserted in this action based on the facts alleged in the Notices and  
3 Complaint.

### 4 **III. INJUNCTIVE RELIEF**

5 **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning on the Effective  
6 Date, Defendant shall reduce the level of lead in the Covered Products, if necessary, shipped for  
7 sale in California to an exposure level of no more than 0.5 micrograms of lead per serving, with  
8 serving size measured by the serving size specified on the label of the Covered Products (the  
9 “Target Level”), or be subject to the provisions of Paragraphs 3.3 through 3.6 concerning  
10 warnings.

11 **3.2 Shipped for Sale in California.** “Shipped for Sale in California” means the  
12 Covered Products that Defendant either directly ships to California for sale in California, or that  
13 it sells to a distributor or retailer who Defendant knows will sell the Covered Products to  
14 consumers in California. Where a retailer or distributor sells the Covered Products both in  
15 California and other states, Defendant shall take commercially reasonable steps to ensure that  
16 the only Covered Products that are sold in California are in compliance with Paragraph 3.1  
17 through 3.6.

18 **3.3 Clear and Reasonable Warnings, When Required.** Defendant agrees by the  
19 Effective Date to only manufacture for sale, purchase for sale, import for sale, or distribute for  
20 sale in or into California (in-person or online) the Covered Products that contain a warning as  
21 provided for in Paragraphs 3.4 through 3.6, except as provided in Paragraph 3.1.

22 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered  
23 Products shall consist of a warning affixed to the packaging, label, tag, or directly to each  
24 Covered Product Shipped for Sale in California by Defendant that contains one of the following  
25 statements:

26 (A)

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

1 Defendant may, at its option, use the words “CA WARNING:” or “CALIFORNIA  
2 WARNING:” instead of the word “WARNING:”.

3 (B)

4 **WARNING:** Risk of cancer and reproductive harm from exposure to lead. See  
5 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

6 or

7 **WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See  
8 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

9 Defendant may, at its option, use the words “CA WARNING:” or “CALIFORNIA  
10 WARNING:” instead of the word “WARNING:”.

11 The warning shall be offset in a box with a black outline and must be in a type size no  
12 smaller than the largest type size used for other consumer information on the Covered Products.  
13 “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional  
14 information. “Consumer information” does not include the brand name, product name, company  
15 name, location of manufacture, or product advertising. In no case shall the warning appear in a  
16 type size smaller than six (6) point type. The warning shall also comply with 27 C.C.R. §  
17 25607.1(c). Specifically, where the product sign, label, or shelf tag used to provide a warning  
18 includes consumer information in a language other than English, the warning must also be  
19 provided in that language in addition to English.

20 **3.5 Warnings for Internet Sales.** For any Covered Product sold over the internet  
21 where it will be shipped to California, the warning shall be displayed as follows: (A) on the  
22 primary display page for the Covered Product; (B) as a clearly marked hyperlink using the word  
23 “WARNING” or “CA WARNING” or “CALIFORNIA WARNING” in all capital and bold  
24 letters on the Covered Product’s primary display page, so long as the hyperlink goes directly to  
25 a page prominently displaying the warning without content that detracts from the warning; (C)  
26 on the checkout page or any other page in the checkout process when a California delivery  
27 address is indicated for the purchase of the Covered Product and with the warning clearly  
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1 associated with the Covered Product to indicate that the Covered Product is subject to the  
2 warning; or (D) by otherwise prominently displaying the warning to the purchaser prior to  
3 completing the purchase of the Covered Product. The warning is not prominently displayed if  
4 the purchaser must search for it in the general content of the website.

5 **3.6 Warning Prominence.** Defendant agrees that each warning shall be prominently  
6 placed with such conspicuousness, as compared with the other words, statements, designs, or  
7 devices, as to render it likely to be read and understood by an ordinary individual under  
8 customary conditions before purchase or use.

9 **3.7 Compliance with Clear and Reasonable Warning.** Defendant shall be deemed  
10 to be in compliance with this Consent Judgment after the Effective Date by (A) adhering to  
11 Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements adopted  
12 by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")  
13 applicable to the Covered Products and chemical at issue.

14 **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III  
15 shall not apply to the Covered Products that is already in the stream of commerce as of the  
16 Effective Date, which Covered Products are expressly subject to the releases provided in  
17 Section V.

18 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the  
19 Parties, Plaintiff shall notice a Motion for Court Approval and, within ten (10) days of approval  
20 of the Consent Judgment by the Court, comply with the requirements set forth in California  
21 *Health & Safety Code* § 25249.7(f).

22 **3.10 Attorney General Objection.** If the California Attorney General objects to any  
23 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a  
24 timely manner, and if possible, prior to the hearing on the motion.

25 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it  
26 shall be void and have no force or effect.  
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1 **IV. MONETARY TERMS**

2 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,  
3 additional settlement payments, attorney fees, and costs, Defendant shall make a total payment  
4 of Twenty Thousand Dollars (\$20,000.00) (the “Total Settlement Amount”), apportioned into a  
5 Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

6 **4.2 Civil Penalty Payment.** Pursuant to *California Health & Safety Code*  
7 § 25249.7(b)(2) and in settlement of all claims alleged in the Notices and Complaint, Defendant  
8 agrees to pay Two Thousand Dollars (\$2,000.00) in Civil Penalties. The Civil Penalty payment  
9 will be apportioned in accordance with *California Health & Safety Code* §§ 25249(c)(1), (d),  
10 with seventy-five (75) percent of these funds remitted to OEHHA, and the remaining twenty-  
11 five (25) percent of the funds retained by Plaintiff. Within ten (10) days of the Effective Date,  
12 Defendant shall issue a check to “OEHHA” in the amount of One Thousand Five Hundred  
13 Dollars (\$1,500.00), with “Prop 65 Penalties” written in the Memo Line; and Defendant shall,  
14 pursuant to the instructions below, wire to Plaintiff the amount of Five Hundred Dollars  
15 (\$500.00).

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

18 For United States Postal Delivery Service:

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

24 For Non-United States Postal Delivery Service:

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

All penalty payments owed to Plaintiff shall be sent via wire to:

**Wire Instructions:**

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

For further benefit of: Civil Penalty Payment Case No. 23TRCV00725

**4.3 Attorney Fees and Costs.** Within ten (10) days of the Effective Date, Defendant agrees to pay Eighteen Thousand Dollars (\$18,000.00) to Plaintiff and its counsel of record for all fees and costs incurred in investigating, bringing this matter to the attention of Defendant, litigating, negotiation, and obtaining judicial approval of a settlement in the public interest.

**Wire Instructions:**

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

For further benefit of: Attorney’s Fees Case No. 23TRCV00725

**4.4** In the event that Defendant fails to remit the Total Settlement Amount or any portion thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due date, Defendant shall be deemed to be in material breach of its obligations under this Consent Judgment. Plaintiff shall provide written notice of delinquency to Defendant via electronic mail to Defendant’s counsel of record. If Defendant 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, Defendant agrees to pay Plaintiff’s reasonable attorney fees and costs for any efforts to collect the payment due under this Consent Judgment.

1 **V. RETENTION OF JURISDICTION**

2 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate  
3 this Consent Judgment.

4 **VI. MODIFICATION OF CONSENT JUDGMENT**

5 **6.1** This Consent Judgment may be modified only as to the injunctive terms by  
6 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,  
7 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a  
8 modified consent judgment.

9 **6.2** If Defendant seeks to modify this Consent Judgment under Paragraph 5.1, then  
10 Defendant must provide written notice to Plaintiff of its intent (“Notice of Intent”). If Plaintiff  
11 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then Plaintiff  
12 shall provide written notice of intent to meet and confer to Defendant within thirty (30) days of  
13 receiving the Notice of Intent. The Parties shall then meet and confer in good faith in person, via  
14 telephone, or via video conference within thirty (30) days of Plaintiff’s written notice of intent to  
15 meet and confer. Within thirty (30) days of such a meeting, if Plaintiff disputes the proposed  
16 modification, Plaintiff shall provide Defendant a written basis for its opposition. The Parties shall  
17 continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining  
18 disputes. Should it become necessary, the Parties may agree in writing to different deadlines for  
19 the meet-and-confer period.

20 **6.3** In the event that Defendant initiates or otherwise requests a modification under  
21 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a  
22 modification of the Consent Judgment, Defendant shall reimburse Plaintiff its costs and  
23 reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing  
24 the motion.

25 **VII. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED**

26 **7.1** This Consent Judgment shall have no application to any Covered Products that are  
27 distributed or sold exclusively outside the State of California and/or that are not used by California  
28 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or

1 environmental exposures arising under Proposition 65, nor shall it apply to any other Defendant  
2 products other than the Covered Products.

3       **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution  
4 between Plaintiff, on behalf of itself and its respective officers, directors, shareholders,  
5 employees, agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the  
6 public interest, and Defendant and its respective officers, directors, shareholders, employees,  
7 agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers,  
8 suppliers, distributors, wholesalers, or retailers, and all other upstream and downstream entities  
9 in the distribution chain of the Covered Products and the predecessors, successors, and assigns of  
10 any of them (collectively, “Released Parties”).

11       **7.3 Compliance** with the terms of this Consent Judgment shall be deemed to constitute  
12 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to  
13 lead in the Covered Products as set forth in the Notices and Complaint.

14       **7.4 Plaintiff Release of Defendant.** Plaintiff, on behalf of itself and its respective  
15 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,  
16 and affiliates and on behalf of the public interest fully releases and discharges Released Parties  
17 from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties,  
18 fees costs, and expenses asserted, or that could have been asserted based on or related to the  
19 handling, use, sale, distribution, or consumption of the Covered Products in California, as to any  
20 alleged violation of Proposition 65 or its implementing regulations up through the Effective Date,  
21 based on a failure to provide Proposition 65 warning on the Covered Products with respect to lead  
22 as set forth in the Notices and Complaint.

23       **7.5** Plaintiff on its own behalf only, and Defendant on its own behalf only, further  
24 waives and releases any and all claims they, their attorneys, or their representatives may have  
25 against each other for all actions or statements made or undertaken in the course of seeking or  
26 opposing enforcement of Proposition 65 in connection with the Notices and Complaint up through  
27 and including the Effective Date, provided, however, that nothing in this Section shall affect or  
28 limit any Party’s right to seek to enforce the terms of the Consent Judgment.

1           **7.6 California Civil Code Section 1542.** It is possible that other claims not known to  
 2 the Parties, arising out of the facts alleged in the Notices and Complaint, and relating to the  
 3 Covered Products, will develop or be discovered. Plaintiff on behalf of itself only, and Defendant  
 4 on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover  
 5 and include all such claims up through and including the Effective Date, including all rights of  
 6 action therefore. Plaintiff and Defendant acknowledge that the claims released in Section VII  
 7 above may include unknown claims, and nevertheless waive California Civil Code § 1542 as to  
 8 any such unknown claims. California *Civil Code* § 1542 reads as follows:

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

14 **VIII. SEVERABILITY**

15           **8.1** In the event that any of the provisions of this Consent Judgment are held by a court  
 16 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable  
 17 provisions shall not be adversely affected.

18 **IX. GOVERNING LAW**

19           **9.1** The terms and conditions of this Consent Judgment shall be governed by and  
 20 construed in accordance with the laws of the State of California.

21 **X. PROVISION OF NOTICE**

22           **10.1** All notices required to be given to either Party to this Consent Judgment by the  
 23 other shall be in writing and sent to the following agents listed below via first-class mail or  
 24 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be  
 25 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall  
 26 take effect on the date the return receipt is signed by the Party receiving the change.  
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Notice for Plaintiff shall be sent to:

Michael J. Manning  
26100 Towne Centre Drive  
Foothill Ranch, CA 92610  
Tel: Office (949) 200-8757 Fax: (866) 843-8309  
P65@manninglawoffice.com

Notice for Defendant shall be sent to:

Dariush Adli, Esq.  
Vernon Nelson, Esq.  
3453 Newridge Dr.  
Racho Palos Verdes CA 90275

With a copy to:

U.B.C DISTRIBUTORS CA, INC  
Attn: CEO  
Abdul Elkadri  
12812 Prospect St  
Dearborn, Michigan 48126

**XI. EXECUTED IN COUNTERPARTS**

**11.1** 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.

**XII. DRAFTING**

**12.1** 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 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.

1 **XIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

2       **13.1** If a dispute with respect to either Party's compliance with the terms of this  
3 Consent Judgment entered by the Court, the Parties shall meet and confer in person, by  
4 telephone, by video conference, and/or in writing and endeavor to resolve the dispute in an  
5 amicable manner. No action or motion may be filed with the Court in the absence of such a good  
6 faith attempt to resolve the dispute beforehand.

7 **XIV. ENFORCEMENT**

8       **14.1** The Parties may, by motion or order to show cause before the Superior Court of  
9 Los Angeles County, enforce the terms and conditions of this Consent Judgment. In any  
10 successful action brought by Plaintiff to enforce this Consent Judgment, Plaintiff may seek  
11 whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with  
12 this Consent Judgment.

13 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

14       **15.1** This Consent Judgment contains the sole and entire agreement and understanding  
15 of the Parties with respect to the entire subject matter herein, including any and all prior  
16 discussions, negotiations, commitments, and understandings related thereto. No representations,  
17 oral or otherwise, express or implied, other than those contained herein have been made by any  
18 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be  
19 deemed to exist or to bind any Party.

20       **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
21 by the Party he or she represents to stipulate to this Consent Judgment.

22 **XVI. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.**

23       **16.1** This Consent Judgment has come before the Court upon the request of the Parties.  
24 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
25 regarding the matters which are the subject of this action, make the findings pursuant to  
26 California *Health and Safety Code* § 25249(f)(4) and approve this Consent Judgment.  
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**IT IS SO STIPULATED.**

DATED: 6/23/2026, 2026

**PLAINTIFF**

DocuSigned by:

By: *eric fairon*  
Eric Fairon, CEO  
CalSafe Research Center, Inc.

**DEFENDANT**

DATED: 6-20, 2026

By: *Abdul Elkadri*

U.B.C. Distributors CA, Inc., a California  
Stock Corporation

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