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*Calsafe Research Center, Inc.*

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

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

v.

FOOD CASTLE, INC., a California  
corporation; and DOES 1 to 10,  
  
Defendants.

Case No.: 23TRCV00906  
  
[PROPOSED] STIPULATED  
CONSENT JUDGMENT  
  
*(Health & Safety Code § 25249, et seq.)*  
  
Complaint filed: March 24, 2023  
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., a California non-profit corporation (“Calsafe” or “Plaintiff”), and Food  
4 Castle, Inc. (“Food Castle” or “Defendant”) (collectively, the “Parties”).

5 **1.2 General Allegations.** On March 24, 2023, CalSafe initiated this action by filing  
6 a Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to *Health &*  
7 *Safety Code* § 25249.5 *et seq.* (“Proposition 65”) against Food Castle. In this action, Calsafe  
8 alleges that the Food Castle’s “Nature To Go, Pineapple Strawberry”, “Nature To Go, Coconut  
9 Strips” and “Nature To Go, Soft Dry Mango” (collectively the “Covered Products”) contain lead,  
10 a chemical listed under Proposition 65 as a carcinogen and reproductive toxin. Calsafe alleges  
11 that the Covered Products expose consumers to lead at a level requiring a Proposition 65  
12 warning. Calsafe alleges that Food Castle qualifies as a “Person” within the meaning of  
13 Proposition 65, and that Food Castle manufactures, distributes, and/or offers for sale in the State  
14 of California the Covered Products.

15 **1.3 Notice of Violation.** The Complaint is based on allegations contained in Calsafe’s  
16 Notice of Violation dated January 12, 2023 (the “Notice”), that was served on the California  
17 Attorney General, other public enforcers, and Food Castle. A true and correct copy of the Notice  
18 is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days have passed  
19 since the Notice was served on the Attorney General, public enforcers, and Food Castle; no  
20 designated governmental entity has filed a Complaint against Food Castle with regard to the  
21 Covered Products or the alleged violations.

22 **1.4** Calsafe’s Notice and Complaint allege that the use of the Covered Products by  
23 California consumers exposes them to lead without first receiving a clear and reasonable warning  
24 from Food Castle, which is a violation of California *Health & Safety Code* § 25249.6. Food  
25 Castle denies all material allegations contained in the Notice and Complaint.

26 **1.5** The Parties have entered into this Consent Judgment in order to settle,  
27 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Food  
28 Castle denies the material, factual, and legal allegations in the Notice and Complaint and

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

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

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

## **II. JURISDICTION AND VENUE**

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

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

## **III. INJUNCTIVE RELIEF**

**3.1 Lead Reduction, Target Level, Compliance Date.** Beginning on the Effective Date, Food Castle shall reduce the level of lead in the Covered Products, if necessary, shipped for sale in California to an exposure level of no more than 0.5 micrograms of lead per serving,

1 with serving size measured by the serving size specified on the labels of the Covered Products  
2 (the “Target Level”), or be subject to the provisions of Paragraphs 3.3 through 3.6 concerning  
3 warnings.

4 **3.2 Shipped for Sale in California.** “Shipped for Sale in California” means the  
5 Covered Products that Food Castle either directly ships to California for sale in California, or  
6 that it sells to a distributor or retailer who Food Castle knows will sell the Covered Products to  
7 consumers in California. Where a retailer or distributor sells the Covered Products both in  
8 California and other states, Food Castle shall take commercially reasonable steps to ensure that  
9 the only Covered Products that are sold in California is in compliance with Paragraph 3.1 through  
10 3.6.

11 **3.3 Clear and Reasonable Warnings, When Required.** Food Castle agrees by the  
12 Effective Date to only manufacture for sale, purchase for sale, import for sale, or distribute for  
13 sale in or into California (in-person or online) Covered Products that contain a warning as  
14 provided for in Paragraphs 3.4 through 3.6, except as provided in Paragraph 3.1.

15 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered  
16 Products shall consist of a warning affixed to the packaging, label, tag, or directly to each of the  
17 Covered Products Shipped for Sale in California by Food Castle that contains one of the  
18 following statements:

19 (A)

20  
21 **WARNING:** Consuming this product can expose you to lead, which is known to the  
22 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).

23 Food Castle may, at its option, use the words “**CA WARNING:**” or “**CALIFORNIA**  
24 **WARNING:**” instead of the word “**WARNING:**”.

25 (B)

26 **WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant.  
27 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food) .  
28

Food Castle may, at its option, use the words “**CA WARNING:**” or “**CALIFORNIA WARNING:**” instead of the word “**WARNING:**”.

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

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

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

1           **3.7 Compliance with Clear and Reasonable Warning.** Food Castle shall be  
2 deemed to be in compliance with this Consent Judgment after the Effective Date by (A) adhering  
3 to Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements  
4 adopted by the State of California's Office of Environmental Health Hazard Assessment  
5 ("OEHHA) applicable to the Covered Products and chemical at issue.

6           **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III  
7 shall not apply to the Covered Products that are already in the stream of commerce as of the  
8 Effective Date, which Covered Products are expressly subject to the releases provided in  
9 Section V.

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

14           **3.10 Attorney General Objection.** If the California Attorney General objects to any  
15 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a  
16 timely manner, and if possible, prior to the hearing on the motion.

17           **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it  
18 shall be void and have no force or effect.

#### 19   **IV. MONETARY TERMS**

20           **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,  
21 additional settlement payments, attorney fees, and costs, Food Castle shall make a total payment  
22 of Twenty Thousand Dollars (\$20,000.00) (the "Total Settlement Amount"), apportioned into a  
23 Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2, 4.3, and 4.4 below.

24           **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*  
25 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Food Castle  
26 agrees to pay Two Thousand Dollars (\$2,000.00) in Civil Penalties. The Civil Penalty payment  
27 will be apportioned in accordance with California *Health & Safety Code* §§ 25249(c)(1), (d),  
28 with seventy-five (75) percent of these funds remitted to OEHHA, and the remaining twenty-

five (25) percent of the funds retained by CalSafe. Within ten (10) days of the Effective Date, Food Castle shall issue a check to “OEHHA” in the amount of One Thousand Five Hundred Dollars (\$1,500.00), with “Prop 65 Penalties” written in the Memo Line; and Food Castle shall, pursuant to the instructions below, wire to CalSafe the amount of Five Hundred Dollars (\$500.00).

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

For United States Postal Delivery Service:

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

For Non-United States Postal Delivery Service:

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

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

**Wire 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  
Routing Number: 322271627  
Wire Routing / ABA Number: 021000021  
Swift Code: CHASUS33  
Account Number: 579068902

For further benefit of: Civil Penalty Payment Case No. 23TRCV00906

**4.3 Attorney Fees and Costs.** Food Castle agrees to pay Eighteen Thousand Dollars (\$18,000.00) to CalSafe and its counsel of record for all fees and costs incurred in investigating,

bringing this matter to the attention of Food Castle, litigating, negotiation, and obtaining judicial approval of a settlement in the public interest.

**4.4 Payment Details.** Food Castle has entered into a different Consent Judgment with the same Plaintiff (CalSafe) and Plaintiff's counsel in Orange County Superior Court Case No. 30-2022-01287704-CU-CR-CJC, which has a payment schedule over time and which is expected to be fully paid by August 3, 2025. The \$18,000 payment for attorney's fees and costs pursuant to this Consent Judgment shall be paid by the later of these two dates: (1) 10 days after the Effective Date of this Consent Judgment; or (2) September 3, 2025, whichever comes later.

**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  
Routing Number: 322271627  
Wire Routing / ABA Number: 021000021  
Swift Code: CHASUS33  
Account Number: 579068902

For further benefit of: Attorney's Fees Case No. 23TRCV00906

**4.5** In the event that Food Castle 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, Food Castle shall be deemed to be in material breach of its obligations under this Consent Judgment. CalSafe shall provide written notice of delinquency to Food Castle via electronic mail to Food Castle's counsel of record. If Food Castle 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, Food Castle agrees to pay Calsafe's reasonable attorney fees and costs for any efforts to collect the payment due under this Consent Judgment.

**V. RETENTION OF JURISDICTION**



1           **5.1**     This Court shall retain jurisdiction over this matter to enforce, modify, or terminate  
2 this Consent Judgment.

3 **VI.     MODIFICATION OF CONSENT JUDGMENT**

4           **6.1**     This Consent Judgment may be modified only as to the injunctive terms by  
5 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,  
6 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a  
7 modified consent judgment.

8           **6.2**     If Food Castle seeks to modify this Consent Judgment under Paragraph 5.1, then  
9 Food Castle must provide written notice to Calsafe of its intent (“Notice of Intent”). If Calsafe  
10 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then Calsafe  
11 shall provide written notice of intent to meet and confer to Food Castle within thirty (30) days of  
12 receiving the Notice of Intent. The Parties shall then meet and confer in good faith in person, via  
13 telephone, or via video conference within thirty (30) days of Calsafe’s written notice of intent to  
14 meet and confer. Within thirty (30) days of such a meeting, if Calsafe disputes the proposed  
15 modification, Calsafe shall provide Food Castle a written basis for its opposition. The Parties shall  
16 continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining  
17 disputes. Should it become necessary, the Parties may agree in writing to different deadlines for  
18 the meet-and-confer period.

19           **6.3**     In the event that Food Castle initiates or otherwise requests a modification under  
20 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a  
21 modification of the Consent Judgment, Food Castle shall reimburse Calsafe its costs and  
22 reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing  
23 the motion.

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

25           **7.1**     This Consent Judgment shall have no application to any Covered Products that are  
26 distributed or sold exclusively outside the State of California and/or that are not used by California  
27 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or  
28

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

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

14       **7.4 Calsafe Release of Food Castle.** Calsafe, 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 Notice and Complaint.

23       **7.5** Calsafe on its own behalf only, and Food Castle 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 Notice 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.

**7.6 California Civil Code Section 1542.** It is possible that other claims not known to the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be discovered. Calsafe on behalf of itself only, and Food Castle on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefore. Calsafe and Food Castle acknowledge that the claims released in Section VII 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.

## **VIII. SEVERABILITY**

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

## **IX. GOVERNING LAW**

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

## **X. PROVISION OF NOTICE**

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

Notice for Calsafe shall be sent to:

Joseph R. Manning, Jr.

26100 Towne Centre Drive  
Foothill Ranch, CA 92610  
Tel: Office (949) 200-8757 Fax: (866) 843-8309  
p65@manninglawoffice.com

Notice for Food Castle shall be sent to:

George Salmas  
The Food Lawyers®  
1880 Century Park East  
Suite 611  
Los Angeles, CA 90067  
Tel: (310) 556-0721  
George.Salmas@TheFoodLawyers.com

**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.

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

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

**XIV. ENFORCEMENT**

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

**XV. ENTIRE AGREEMENT, AUTHORIZATION**

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

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

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

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

**IT IS SO STIPULATED.**


DATED: 2/27/2025, 2025

**CALSAFE RESEARCH CENTER, INC.**

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

DATED: 02/28/2025, 2025

**FOOD CASTLE, INC.**

By:   
Eli Levy, President  
Food Castle, Inc.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to *Health & Safety Code* § 25249.7(f)(4) and *Code of Civil Procedure* § 664.6, judgment is hereby entered.

Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT