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Calsafe Research Center, Inc.

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

17
18 CALSAFE RESEARCH CENTER, INC., a
California non-profit corporation,

19
20 Plaintiff,

21 v.

22 SOMOS AMIGOS, INC., a Texas Domestic
For-Profit Corporation; ALBERTSONS
23 COMPANIES, INC., a Delaware Stock
24 Corporation; and DOES 1 to 10,

25 Defendants.
26
27
28

Case No.: 23TRCV01600

[PROPOSED] STIPULATED
CONSENT JUDGMENT

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

Complaint filed: May 19, 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. (“Calsafe” or “Plaintiff”), a California non-profit corporation, and Somos
4 Amigos, Inc., a Texas Domestic For-Profit Corporation (“Somos” or “Defendant”) (collectively,
5 the “Parties”).

6 **1.2 General Allegations.** On May 19, 2023, CalSafe initiated this action by filing a
7 Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to *Health &*
8 *Safety Code* § 24249.5 *et seq.* (“Proposition 65”) against Somos and Albertson Companies, Inc.
9 (“Albertsons”). In this action, Calsafe alleges that two Somos Veggie Entrees, “Cauliflower
10 Tinga” and “Chipotle Mushrooms” (collectively the “Covered Product”), contain lead, a
11 chemical listed under Proposition 65 as a carcinogen and reproductive toxin. Calsafe alleges that
12 the Covered Product exposes consumers to lead at a level requiring a Proposition 65 warning.
13 Calsafe alleges that Somos qualifies as a “Person” within the meaning of Proposition 65, and
14 that Somos manufactures, distributes, and/or offers for sale in the State of California the Covered
15 Product.

16 **1.3 Notice of Violation.** The Complaint is based on allegations contained in Calsafe’s
17 Notice of Violation dated March 3, 2023 (the “Notice”), that was served on the California
18 Attorney General, other public enforcers, as well as Somos and Albertsons. A true and correct
19 copy of the Notice is attached hereto as **Exhibit A** and incorporated by reference. More than 60
20 days have passed since the Notice was served on the Attorney General, public enforcers, and
21 Somos; no designated governmental entity has filed a Complaint against Somos or Albertsons
22 with regard to the Covered Product or the alleged violations.

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

27 **1.5** The Parties have entered into this Consent Judgment in order to settle,
28 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Somos

1 denies the material, factual, and legal allegations in the Notice and Complaint and maintain that
2 all of the products, including the Covered Products, that are sold and/or distributed for sale in
3 California have been and are in compliance with all laws. Nothing in this Consent Judgment nor
4 compliance with this Consent Judgment shall constitute or be construed as an admission by
5 Somos or by any of their respective officers, directors, shareholders, employees, agents, parent
6 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
7 distributors, wholesalers, or retailers, including but not limited to Albertsons, of any fact, finding,
8 conclusion, issue of law, or violation of law, such specifically denied by Somos. This Section
9 shall not, however, diminish or otherwise affect Somos's obligations, responsibilities, and duties
10 under this Consent Judgment.

11 **1.6** 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 any
13 current or future legal proceeding unrelated to this proceeding.

14 **1.7 Effective Date.** For purposes of this Consent Judgment, the "Effective Date"
15 shall be the date the Consent Judgment has been approved and entered by the Court.

16 **1.8 Compliance Date.** For the purpose of this Consent Judgment, the "Compliance
17 Date" shall be one-hundred and twenty (120) days after the Effective Date.

18 **II. JURISDICTION AND VENUE**

19 **2.1** For purposes of this Consent Judgment and any further court action that may
20 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has
21 subject matter jurisdiction over the allegations of violations contained in the Complaint and
22 personal jurisdiction over Somos as to the acts alleged in the Complaint.

23 **2.2** For purposes of this Consent Judgment, the Parties stipulate that venue is proper
24 in Los Angeles County, California, and that this Court has jurisdiction to enter this Consent
25 judgment as a full and final resolution of all claims up through and including the Compliance
26 Date that were or could have been asserted in this action based on the facts alleged in the Notice
27 and Complaint.

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1 **III. INJUNCTIVE RELIEF**

2 **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning on the
3 Compliance Date, Somos shall maintain the level of lead in the Covered Product Shipped for
4 Sale in California to an exposure level of no more than 0.5 micrograms of lead per serving, with
5 serving size measured by the serving size specified on the label of the Covered Product (the
6 “Target Level”), or be subject to the provisions of Paragraphs 3.3 through 3.6

7 **3.2 Shipped for Sale in California.** “Shipped for Sale in California” means the
8 Covered Product that Somos either directly ships to California for sale in California, or that it
9 sells to a distributor or retailer who Somos has actual knowledge will sell the Covered Product
10 to consumers in California. Where a retailer or distributor sells the Covered Product both in
11 California and other states, Somos shall take commercially reasonable steps to ensure that only
12 Covered Product that is sold in California is in compliance with Paragraph 3.1 through 3.6.

13 **3.3 Clear and Reasonable Warnings, When Required.** Somos agrees that any
14 Covered Product Shipped for Sale in California which, as of the Compliance Date Somos has
15 reason to believe exceeds the Target Level, shall contain a warning as provided for in Paragraphs
16 3.4 through 3.6.

17 **3.4 Warning Requirements.** A clear and reasonable warning (“Warning”) for the
18 Covered Product shall be provided through one of the following methods: (1) a product-specific
19 warning provided on a posted sign, shelf tag, or shelf sign, for the consumer product at each
20 point of display of the product; or (2) a product-specific warning provided via any electronic
21 device or process that automatically provides the warning to the purchaser prior to or during the
22 purchase of the consumer product, without requiring the purchaser to seek out the warning; or
23 (3) a warning on the label that is securely affixed to or printed upon the label and complies with
24 this Section 3.4. The warning shall also comply with 27 C.C.R. § 25602 (d). Specifically, where
25 the product sign, label or shelf tag used to provide the warning includes consumer information
26 in a language other than English, the warning must also be provided in that language in addition
27 to English. The Warning shall contain one of the following statements at Somos’ election:

28 (A)

1
2 **WARNING:** Consuming this product can expose you to lead, which is known to the
3 State of California to cause [cancer and] birth defects or other reproductive harm. For
4 more information go to www.P65Warnings.ca.gov/food.

5 (B)

6 **WARNING:** [Cancer and] Reproductive Harm—www.P65Warnings.ca.gov/food.

7 Somos shall use the phrase “cancer and” in the warning if Somos has reason to believe
8 that the “Daily Lead Exposure Level” is greater than 15 micrograms of lead.

9 If Option A is used by Somos, the warning shall be offset in a box with a black outline
10 and must be in a type size no smaller than the largest type size used for other consumer
11 information on the Covered Product. “Consumer information” includes warnings, directions for
12 use, ingredient lists, and nutritional information. “Consumer information” does not include the
13 brand name, product name, company name, location of manufacture, or product advertising. In
14 no case shall the warning appear in a type size smaller than six (6) point type.

15 **3.5 Warnings for Internet Sales.** For any Covered Product sold over the internet
16 where it will be shipped to California, Somos shall display the warning as follows at Somos’s
17 election: (A) on the primary display page for the Covered Product; (B) as a clearly marked
18 hyperlink using the word “WARNING” in all capital and bold letters on the Covered Product’s
19 primary display page, so long as the hyperlink goes directly to a page prominently displaying
20 the warning without content that detracts from the warning; (C) on the checkout page or any
21 other page in the checkout process when a California delivery address is indicated for the
22 purchase of the Covered Product and with the warning clearly associated with the Covered
23 Product to indicate that the Covered Product is subject to the warning; or (D) by otherwise
24 prominently displaying the warning to the purchaser prior to completing the purchase of the
25 Covered Product. The warning is not prominently displayed if the purchaser must search for it
26 in the general content of the website. Given SOMOS’ lack of control over third-party websites, the
27 online warning requirements expressed in this Section apply only to Covered Products sold through
28 SOMOS’ website. However, SOMOS will provide notice to authorized third-party website sellers to

1 which it supplies the Covered Products to provide the Warning, if applicable, as a condition of selling the
2 Covered Products.

3 **3.6 Warning Prominence.** Somos agrees that each warning shall be prominently
4 placed with such conspicuousness, as compared with the other words, statements, designs, or
5 devices, as to render it likely to be read and understood by an ordinary individual under
6 customary conditions before purchase or use.

7 **3.7 Compliance with Clear and Reasonable Warning.** Somos shall be deemed to
8 be in compliance with this Consent Judgment after the Effective Date by (A) adhering to
9 Paragraphs 3.1 through 3.6 on and after the Compliance Date, or (B) by complying with any
10 future warning requirements adopted by the State of California's Office of Environmental Health
11 Hazard Assessment ("OEHHA) applicable to the Covered Product and chemical at issue. If
12 regulations or legislation are enacted or issued providing that a Proposition 65 warning for the
13 Covered Products is no longer required, a lack of warning as set forth in this Consent Judgment
14 will not thereafter be a breach of this Consent Judgment.

15 **3.8 Grace Period for Existing Inventory.** The injunctive requirements of Section
16 III shall not apply to the Covered Product that is already in the stream of commerce, including
17 but not limited to all Covered Product that has been packaged, as of the Compliance Date, which
18 Covered Product is expressly subject to the releases provided in Section V.

19 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
20 Parties, CalSafe shall dismiss Albertsons from this lawsuit without prejudice, notice a Motion
21 for Court Approval and, within ten (10) days of approval of the Consent Judgment by the Court,
22 comply with the requirements set forth in California *Health & Safety Code* § 25249.7(f).

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

26 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it
27 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, Somos shall make a total payment of
4 Twenty-Seven Thousand Dollars (\$27,000.00) (the "Total Settlement Amount"), apportioned
5 into a 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 Notice and Complaint, Somos
8 agrees to pay Two Thousand Seven Hundred Dollars (\$2,700.00) in Civil Penalties. The Civil
9 Penalty payment will be apportioned in accordance with California *Health & Safety Code* §§
10 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the
11 remaining twenty-five (25) percent of the funds retained by CalSafe. Within ten (10) days of the
12 Effective Date, Somos shall issue a check to "OEHHA" in the amount of Two Thousand and
13 Twenty-Five Dollars (\$2,025.00), with "Prop 65 Penalties" written in the Memo Line; and
14 Somos shall, pursuant to the instructions below, wire to CalSafe the amount of Six Hundred and
15 Seventy-Five Dollars (\$675.00).

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 CalSafe shall be sent via wire to:

1 **Wire & ACH Instructions:**

2 Account Name: The Law Offices of Joseph R. Manning
3 Bank Name: J.P. Morgan Chase Bank, N.A.
4 Bank Address: 270 Park Ave. New York, NY. 10017
5 ACH Routing / ABA Number: 322271627
6 Wire Routing / ABA Number: 021000021
7 Account Number: 802922919

8 For further benefit of: Civil Penalty Payment Case No. 23TRCV01600

9 **4.3 Attorney Fees and Costs.** Somos agrees to pay Twenty-Four Thousand and
10 Three Hundred Dollars (\$24,300.00) to CalSafe and its counsel of record for all fees and costs
11 incurred in investigating, bringing this matter to the attention of Somos, litigating, negotiation,
12 and obtaining judicial approval of a settlement in the public interest. The payment shall be made
13 in three (3) equal installment payments of Eight Thousand and One Hundred Dollars (\$8,100.00).
14 The first installments shall be due within ten (10) days of the Effective Date, the second
15 installment shall be due within sixty (60) days of the Effective Date and the final installment shall
16 be due within ninety (90) days of the Effective Date.

17 **Wire & ACH Instructions:**

18 Account Name: The Law Offices of Joseph R. Manning
19 Bank Name: J.P. Morgan Chase Bank, N.A.
20 Bank Address: 270 Park Ave. New York, NY. 10017
21 ACH Routing / ABA Number: 322271627
22 Wire Routing / ABA Number: 021000021
23 Account Number: 802922919

24 For further benefit of: Attorney's Fees Case No. 23TRCV01600

25 **4.4** In the event that Somos fails to remit the Total Settlement Amount or any portion
26 thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due date,
27 Somos shall be deemed to be in material breach of its obligations under this Consent Judgment.
28 CalSafe shall provide written notice of delinquency to Somos via electronic mail to Somos's
 counsel of record. If Somos fails to deliver any portion of or all of the Total Settlement Amount

1 within five (5) days from the written notice, the Total Settlement Amount shall accrue interest at
2 the statutory judgment interest rate provided in California *Code of Civil Procedure* § 685.010.

3 Additionally, Somos agrees to pay Calsafe's reasonable attorney fees and costs for any
4 efforts to collect the payment due under this Consent Judgment.

5 **V. RETENTION OF JURISDICTION**

6 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate
7 this Consent Judgment.

8 **VI. MODIFICATION OF CONSENT JUDGMENT**

9 **6.1** This Consent Judgment may be modified only as to the injunctive terms by
10 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,
11 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a
12 modified consent judgment.

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

24 **6.3** In the event that Somos initiates or otherwise requests a modification under
25 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a
26 modification of the Consent Judgment, Somos shall reimburse Calsafe its costs and reasonable
27 attorney fees for the time spent in the meet-and-confer process and filing and arguing the motion.
28 Calsafe shall not be reimbursed for costs or attorney's fees for an uncontested motion, or for a

1 ministerial motion (such as a change in name or contact information) or if Calsafe does not expend
2 more than four (4) hours of attorney time on the joint motion.

3 **6.4** In the event that Proposition 65 is repealed or preempted as to food products or in
4 its entirety, then Somos shall have no further obligation pursuant to this Consent Judgment with
5 respect to, and to the extent that the Covered Product is so affected.

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

7 **7.1** This Consent Judgment shall have no application to any Covered Product that is
8 distributed or sold exclusively outside the State of California and/or that is not used by California
9 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or
10 environmental exposures arising under Proposition 65, nor shall it apply to any other Somos
11 products other than the Covered Product.

12 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution
13 between Calsafe, on behalf of itself and its respective officers, directors, shareholders, employees,
14 agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public
15 interest, and Somos and its respective officers, directors, shareholders, employees, agents, parent
16 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
17 distributors, wholesalers, or retailers, including but not limited to Albertsons, and all other
18 upstream and downstream entities in the distribution chain of the Covered Product and the
19 predecessors, successors, and assigns of any of them (collectively, "Released Parties").

20 **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute
21 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the
22 Covered Product as set forth in the Notice and Complaint.

23 **7.4 Calsafe Release of Released Parties.** Calsafe, on behalf of itself and its respective
24 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
25 and affiliates and on behalf of the public interest fully releases and discharges Released Parties
26 from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties,
27 fees costs, and expenses asserted, or that could have been asserted based on or related to the
28 handling, use, sale, distribution, or consumption of the Covered Product in California, as to any

1 alleged violation of Proposition 65 or its implementing regulations up through the Compliance
2 Date, based on a failure to provide Proposition 65 warning on the Covered Product with respect
3 to lead as set forth in the Notice and Complaint.

4 **7.5** Calsafe on its own behalf only, and Somos on its own behalf only, further waives
5 and releases any and all claims they, their attorneys, or their representatives may have against
6 each other for all actions or statements made or undertaken in the course of seeking or opposing
7 enforcement of Proposition 65 in connection with the Notice and Complaint up through and
8 including the Compliance Date, provided, however, that nothing in this Section shall affect or
9 limit any Party's right to seek to enforce the terms of the Consent Judgment.

10 **7.6 California Civil Code Section 1542.** It is possible that other claims not known to
11 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the
12 Covered Product, will develop or be discovered. Calsafe on behalf of itself only, and SOMOS on
13 behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and
14 include all Such claims up through and including the Compliance Date, including all rights of
15 action therefore. Calsafe and Somos acknowledge that the claims released in Section VII above
16 may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such
17 unknown claims. *California Civil Code* § 1542 reads as follows:

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

23 **VIII. SEVERABILITY**

24 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court
25 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable
26 provisions shall not be adversely affected.

27 **IX. GOVERNING LAW**

1 **9.1** The terms and conditions of this Consent Judgment shall be governed by and
2 construed in accordance with the laws of the State of California.

3 **X. PROVISION OF NOTICE**

4 **10.1** All notices required to be given to either Party to this Consent Judgment by the
5 other shall be in writing and sent to the following agents listed below via first-class mail or
6 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be
7 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall
8 take effect on the date the return receipt is signed by the Party receiving the change.

9 Notice for Calsafe shall be sent to:

10 Joseph R. Manning, Jr.
11 26100 Towne Center Drive
12 Foothill Ranch, CA 92610
13 Tel: Office (949) 200-8757 Fax: (866) 843-8309
14 p65@manninglawoffice.com

15 Notice for Somos shall be sent to:

16 Brent E. Johnson
17 222 South Main Street, Suite 2200
18 Salt Lake City, UT 84101
19 Tel: Office (801) 799-5807

20 **XI. EXECUTED IN COUNTERPARTS**

21 **11.1** This Consent Judgment may be executed in counterparts, which taken together
22 shall be deemed to constitute one document. A facsimile or .PDF signature page shall be
23 construed to be as valid as the original signature.

24 **XII. DRAFTING**

25 **12.1** The terms of this Consent Judgment have been reviewed by the respective counsel
26 for each Party prior to its signing, and each Party has had the opportunity to fully discuss the
27 terms and conditions with legal counsel. The Parties agree that, in any subsequent interpretation
28 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

1 all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties
2 participate equally in the preparation and drafting of this Consent Judgment.

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

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

9 **XIV. ENFORCEMENT**

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

15 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

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

22 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
23 by the Party he or she represents to stipulate to this Consent Judgment.

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

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

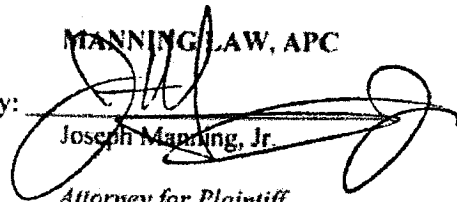
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IT IS SO STIPULATED.

DATED: September 19, 2023

MANNING LAW, APC

By:



Joseph Manning, Jr.

Attorney for Plaintiff
Calsafe Research Center, Inc.

CALSAFE RESEARCH CENTER, INC.

DATED: 9/19/2023, 2023

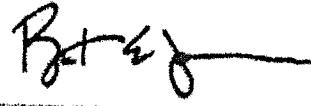
By:



Eric Fairon, CEO
Calsafe Research Center, Inc.

DATED: September 15, 2023

By:

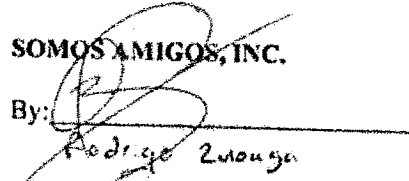


Brent E. Johnson
Attorney for Defendant
Somos Amigos, Inc.

DATED: September 18, 2023

SOMOS AMIGOS, INC.

By:



Somos Amigos, 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