

1 Joseph R. Manning, Jr., Esq. (Bar No. 223381)  
2 p65@manninglawoffice.com  
3 **MANNING LAW, APC**  
4 26100 Towne Center Drive  
5 Foothill Ranch, CA 92610  
6 *Tel: (949) 200-8755*  
7 *Fax:(866) 843-8308*

8 *Attorney for Plaintiff*  
9 *Keep America Safe and Beautiful, Inc.*

10  
11  
12  
13  
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF LOS ANGELES**  
16

17  
18 KEEP AMERICA SAFE AND BEAUTIFUL,  
19 INC., a California non-profit corporation,

20 Plaintiff,

21 v.

22 RPM FITNESS, INC., a Delaware Stock  
23 Corporation; and DOES 1 to 10,

24 Defendant.

Case No.: 23TRCV01962

[PROPOSED] STIPULATED  
CONSENT JUDGMENT

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

Complaint filed: June 16, 2023

Trial Date: None

1 **I. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between Keep  
3 America Safe and Beautiful, Inc. (“KASB” or “Plaintiff”), a California non-profit corporation,  
4 and RPM Fitness, Inc. (“RPM” or “Defendant”), a Delaware Stock Corporation (collectively,  
5 the “Parties”).

6 **1.2 General Allegations.** On June 16, 2023, KASB initiated this action by filing a  
7 Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to Health &  
8 Safety Code § 25249.5 *et seq.* (“Proposition 65”) against RPM. In this action, KASB alleges that  
9 RPM’s “Core Mat” (the “Covered Product”) contains Di(2-ethylhexyl) Phthalate (DEHP) which  
10 is a chemical listed under Proposition 65 as a carcinogen and reproductive toxin. KASB alleges  
11 that the Covered Product exposes consumers to DEHP at levels requiring a Proposition 65  
12 warning. KASB alleges that RPM qualifies as a “Person” within the meaning of Proposition 65,  
13 and that RPM manufactures, distributes, and/or offers for sale in the State of California the  
14 Covered Product.

15 **1.3 Notice of Violation.** The Complaint is based on allegations contained in KASB’s  
16 Notice of Violation dated March 24, 2023 (the “Notice”), that was served on the California  
17 Attorney General, other public enforcers, and RPM. A true and correct copy of the Notice is  
18 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 RPM; no designated  
20 governmental entity has filed a Complaint against RPM with regard to the Covered Product or  
21 the alleged violations.

22 **1.4** KASB’s Notice and Complaint allege that the use of the Product by California  
23 consumers exposes them to DEHP without first receiving a clear and reasonable warning from  
24 RPM, which is a violation of California Health & Safety Code § 25249.6. RPM denies all  
25 material allegations contained in the Notice and Complaint and maintains that all of the products  
26 it has manufactured, imported, sold, and/or distributed for sale in California, including Covered  
27

---

28 *Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962

1 Product, have been, and are, completely safe for their intended use and in compliance with all  
2 applicable laws, rules and regulations.

3 **1.5** The Parties have entered into this Consent Judgment in order to settle,  
4 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. RPM  
5 denies the material, factual, and legal allegations in the Notice and Complaint and maintains that  
6 all of the products, including the Covered Product, that it sold and/or distributed for sale in  
7 California have been and are in compliance with all laws, rules, and regulations. Nothing in this  
8 Consent Judgment nor compliance with this Consent Judgment shall constitute or be construed  
9 as an admission by RPM or by any of their respective officers, directors, shareholders,  
10 employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees,  
11 customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue  
12 of law, or violation of law, such specifically denied by the RPM. This Section shall not, however,  
13 diminish or otherwise affect RPM's obligations, responsibilities, and duties under this Consent  
14 Judgment.

15 **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall  
16 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
17 current or future legal proceeding unrelated to this proceeding.

18 **1.7 Effective Date.** For purposes of this Consent Judgment, the "Effective Date"  
19 shall be the date the KASB serves notice on RPM of approval and entry of this Consent  
20 Judgment.

21 **II. JURISDICTION AND VENUE**

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

26  
27  
28 

---

*Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962

1           **2.2** For purposes of this Consent Judgment, the Parties stipulate that venue is proper  
2 in Los Angeles County, California, and that this Court has jurisdiction to enter this Consent  
3 judgment as a full and final resolution of all claims up through and including the Effective Date  
4 that were or could have been asserted in this action based on the facts alleged in the Notice and  
5 Complaint.

6 **III. INJUNCTIVE RELIEF**

7           **3.1 Clear and Reasonable Warnings Other than for Covered Product already in**  
8 **the stream of commerce as set forth in Section 3.5**, beginning fourteen (14) days after the  
9 Effective Date, and continuing thereafter, RPM shall not sell in California, or distribute for sale  
10 in California, the Covered Product unless accompanied by warnings pursuant to Proposition 65  
11 as generally described in Section 3.2. As used in this Section 3.1, “distribute for sale in  
12 California” means to directly ship the Covered Product into California, or to sell the Covered  
13 Product to a distributor RPM knows will sell in California. A non-compliant level shall be a level  
14 of DEHP in a maximum concentration which is equal to or greater than 0.1 percent (1,000.00  
15 parts per million) when analyzed by a laboratory accredited by the State of California, a federal  
16 agency, or a nationally recognized accrediting organization.

17           **3.2 Warning Requirements.** A clear and reasonable warning for the Covered  
18 Product containing non-compliant levels of DEHP shall consist of a warning affixed to the  
19 packaging, label, tag, or directly to each Covered Product Shipped for Sale in California by RPM  
20 that contains one of the following statements:

21           (A) **Warning.**

22  
23           **⚠️ WARNING:** This product can expose you to Di(2-ethylhexyl) phthalate (DEHP),  
24 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](http://www.P65Warnings.ca.gov).

25           (B) **Short Form Warning.**

26           **⚠️ WARNING:** Cancer and Reproductive Harm—[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).  
27

---

28 *Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962

1  
2 To the extent required by applicable Proposition 65 provisions, RPM shall affix a  
3 warning to be prominently displayed on the Covered Product label or otherwise directly on  
4 Covered Product or on the Covered Product's for the Covered Product provided for sale to  
5 consumers located in California and, where appropriate to customers with retail outlets in  
6 California. For purposes of this Agreement, "Product label" means a display of written, printed  
7 or graphic material printed on or affixed to each of the Products or its immediate container or  
8 wrapper. A warning provided pursuant to section 3.2(a) or (b) must print the word  
9 "WARNING:" in all capital letters and in bold font. The warning symbol to the left of the word  
10 "WARNING:" must be a black exclamation point in a yellow equilateral triangle with a black  
11 outline, except, if the labeling does not use the color yellow, the symbol may be in black and  
12 white. The entire warning shall appear in at least 6-point type and no smaller than the largest  
13 type size used for other consumer information on the Products. The warning shall consist of  
14 either the Warning or the Short Form described in subsection 3.2(a) or (b), respectively.

15 (C) **Foreign Language Requirement.** Where a consumer product sign, label or shelf  
16 tag used to provide a warning includes consumer information in language(s) other than English  
17 on a Covered Product, the warning on the Covered Product must also be provided in the other  
18 language(s) in addition to English.

19 **3.3 Warnings for Internet Sales.** For any Covered Product sold over the internet  
20 where it will be shipped to a California consumer, the warning shall be displayed as follows: (A)  
21 on the primary display page for the Covered Product; (B) as a clearly marked hyperlink using  
22 the word "WARNING" in all capital and bold letters on the Covered Product's primary display  
23 page, so long as the hyperlink goes directly to a page prominently displaying the warning without  
24 content that detracts from the warning; (C) on the checkout page or any other page in the  
25 checkout process when a California delivery address is indicated for the purchase of the Covered  
26 Product and with the warning clearly associated with the Covered Product to indicate that the  
27 Covered Product is subject to the warning; or (D) by otherwise prominently displaying the

---

28 *Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962

1 warning to the purchaser prior to completing the purchase of the Covered Product. The warning  
2 is not prominently displayed if the purchaser must search for it in the general content of the  
3 website.

4 **3.4 Compliance with Clear and Reasonable Warning.** RPM shall be deemed to be  
5 in compliance with this Consent Judgment after the Effective Date by (A) adhering to Paragraphs  
6 3.1 through 3.4, or (B) by complying with any future warning requirements adopted by the State  
7 of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) applicable to  
8 the Covered Product and chemical at issue. If regulations or legislation are enacted or issued  
9 providing that a Proposition 65 warning for the Covered Product is no longer required, a lack of  
10 warning as set forth in this Consent Judgment will not thereafter be a breach of this Consent  
11 Judgment.

12 **3.5 Grace Period of Existing Inventory.** The injunctive requirements of Section III  
13 shall not apply to the Covered Product that is already in the stream of commerce as of the  
14 Effective Date, which Covered Product is expressly subject to the releases provided in Section V.

15 **3.6 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the  
16 Parties, KASB shall notice a Motion for Court Approval and, within ten (10) days of approval  
17 of the Consent Judgment by the Court. KASB agrees to comply with the reporting form  
18 requirements referenced in Health and Safety Code section 25249.7(f).

19 **3.7 Attorney General Objection.** If the California Attorney General objects to any  
20 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a  
21 timely manner, and if possible, prior to the hearing on the motion.

22 **3.8 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it  
23 shall be void and have no force or effect.

24 **IV. MONETARY TERMS**

25 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,  
26 additional settlement payments, attorney fees, and costs, within twenty-five (25) days of the  
27

---

28 *Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962

1 Effective Date, RPM shall make a total payment of Twenty-Two Thousand and Five Hundred  
2 Dollars (\$22,500.00) (the “Total Settlement Amount”), apportioned into a Civil Penalty, and  
3 Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

4 **4.2 Civil Penalty Payment.** Pursuant to California Health & Safety Code  
5 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, RPM agrees  
6 to pay Two Thousand Two Hundred and Fifty Dollars (\$2,250.00) in Civil Penalties. The Civil  
7 Penalty payment will be apportioned in accordance with California Health & Safety Code  
8 §§ 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the  
9 remaining twenty-five (25) percent of the funds retained by KASB. Within twenty-five (25) days  
10 of the Effective Date, RPM shall issue a check to “OEHHA” in the amount of One Thousand  
11 Six Hundred and Eighty-Seven Dollars and Fifty Cents (\$1,687.50), with “Prop 65 Penalties”  
12 written in the Memo Line; and RPM shall, pursuant to the instructions below, wire to KASB the  
13 amount of Five Hundred and Sixty-Two Dollars and Fifty Cents (\$562.50). Two separate 1099s  
14 shall be issued for the above payments. The first 1099 shall be issues to OEHHA, P.O. Box.  
15 4010, Sacramento, CA 95812-4010 (EIN: 68-0284486). The second 1099 shall issue to the Law  
16 Offices of Joseph R. Manning, who shall furnish a W2 at least five calendar days before payment  
17 is due.

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

20 For United States Postal Delivery Service:

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

26 For Non-United States Postal Delivery Service:

27 Mike Gyurics  
28 Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment

---

28 *Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962

1001 I Street MS #19B  
Sacramento, CA 95814

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

**Wire & ACH Instructions:**

Account Name: The Law Offices of Joseph R. Manning

Bank Name: J.P. Morgan Chase Bank, N.A.

Bank Address: 270 Park Ave. New York, NY. 10017

ACH Routing / ABA Number: 322271627

Wire Routing / ABA Number: 021000021

Account Number: 802922919

For further benefit of: Civil Penalty Payment Case No. 23TRCV01962

**4.3 Attorney Fees and Costs.** Within twenty-five (25) days of the Effective Date, RPM agrees to pay Twenty Thousand Two Hundred and Fifty Dollars (\$20,250.00) to KASB and its counsel of record for all fees and costs incurred in investigating, bringing this matter to the attention of RPM, litigating, negotiation, and obtaining judicial approval of a settlement in the public interest.

**Wire & ACH Instructions:**

Account Name: The Law Offices of Joseph R. Manning

Bank Name: J.P. Morgan Chase Bank, N.A.

Bank Address: 270 Park Ave. New York, NY. 10017

ACH Routing / ABA Number: 322271627

Wire Routing / ABA Number: 021000021

Account Number: 802922919

For further benefit of: Attorney's Fees Case No. 23TRCV01962

To allow for the issuance of timely payment to be rendered pursuant to the above, KASB shall provide RPM with a completed IRS Form W-9 for the Law Offices of Joseph R. Manning upon request.

---

*Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962



1           **4.4**     In the event that RPM fails to remit the Total Settlement Amount or any portion  
2 thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment by the due date, then  
3 KASB shall provide written notice of delinquency to RPM via electronic mail to RPM’s counsel  
4 of record. If RPM fails to deliver any portion of or all of the Total Settlement Amount within five  
5 (5) business days from the written notice, the Total Settlement Amount shall accrue interest at the  
6 statutory judgment interest rate provided in California Code of Civil Procedure § 685.010.

7     **V.     RETENTION OF JURISDICTION**

8           **5.1**     This Court shall retain jurisdiction over this matter to enforce, modify, or terminate  
9 this Consent Judgment.

10    **VI.    MODIFICATION OF CONSENT JUDGMENT**

11           **6.1**     This Consent Judgment may be modified only as to the injunctive terms by  
12 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,  
13 or (B) by motion of either Party pursuant to Paragraphs 6.2 or 6.3 and upon entry by the Court of  
14 a modified consent judgment.

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

1           **6.3**     If KASB seeks to modify this Consent Judgment under Paragraph 5.1, then KASB  
2 must provide written notice to RPM of its intent (“ KASB’s Notice of Intent”). If RPM seeks to  
3 meet and confer regarding the proposed modification in KASB’s Notice of Intent, then RPM shall  
4 provide written notice of intent to meet and confer to KASB within thirty (30) days of receiving  
5 KASB’s Notice of Intent. The Parties shall then meet and confer in good faith in person, via  
6 telephone, or via video conference within thirty (30) days of RPM’s written notice of intent to  
7 meet and confer. Within thirty (30) days of such a meeting, if RPM disputes the proposed  
8 modification, RPM shall provide KASB a written basis for its opposition. The Parties shall  
9 continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining  
10 disputes. Should it become necessary, the Parties may agree in writing to different deadlines for  
11 the meet-and-confer period.

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

13           **7.1**     This Consent Judgment shall have no application to any Covered Product that is  
14 distributed or sold exclusively outside the State of California and/or that is not used by California  
15 consumers. Nothing in this Consent Judgment is intended to apply to any other RPM products  
16 other than the Covered Product.

17           **7.2    Binding Effect.** This Consent Judgment is a full, final, and binding resolution  
18 between KASB, on behalf of itself, and on behalf of the public interest, and RPM of all claims  
19 under Proposition 65 that were or could have been asserted for failure to comply with Proposition  
20 65 in relation to the Covered Product.

21           **7.4    KASB Release of RPM.** KASB, on behalf of itself and its respective officers,  
22 directors, principals, shareholders, employees, agents, attorneys, accountants, insurers, parent  
23 companies, subsidiaries, divisions, and affiliates and on behalf of the public interest (“the  
24 Releasers”) fully releases and discharges RPM and each entity to whom RPM directly or  
25 indirectly distributes, ships, or sells the Covered Product, including but not limited to downstream  
26 distributors, wholesalers, customers, retailers, marketplaces franchisees, franchisors, cooperative  
27

---

28 *Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962

1 members, suppliers, licensees, and licensors, and all other upstream and downstream entities in  
2 the distribution chain of the Covered Product and all of the foregoing entities' owners, directors,  
3 officers, agents, principals, employees, attorneys, insurers, accountants, representatives,  
4 predecessors, successors, and assigns (collectively referred to as the "Releasees") from any and  
5 all claims, actions, cause of action, suits, demands, liabilities, damages, penalties, fees costs, and  
6 expenses asserted, or that could have been asserted based on or related to the handling, use, sale,  
7 distribution, or consumption of the Covered Product in California, as to any alleged violation of  
8 Proposition 65 or its implementing regulations up through the Effective Date, based on a failure  
9 to provide Proposition 65 warning on the Covered Product with respect to DEHP as set forth in  
10 the Notice and Complaint.

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 Releasees regarding alleged exposures to the  
13 Covered Product as set forth in the Notice and Complaint.

14 **7.5** KASB on its own behalf only, and RPM on its own behalf only, further waive and  
15 release any and all claims they, their attorneys, or their representatives may have against each  
16 other for all actions or statements made or undertaken in the course of seeking or opposing  
17 enforcement of Proposition 65 in connection with the Notice and Complaint up through and  
18 including the Effective Date, provided, however, that nothing in this Section shall affect or limit  
19 any Party's right to seek to enforce the terms of the Consent Judgment.

20 **7.6 California Civil Code Section 1542.** It is possible that other claims not known to  
21 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the  
22 Covered Product, will develop or be discovered. KASB on behalf of itself only, and RPM on  
23 behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and  
24 include all such claims up through and including the Effective Date, including all rights of action  
25 therefore. KASB and RPM acknowledge that the claims released in Section VII above may  
26  
27

---

28 *Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962

1 include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such  
2 unknown claims. California Civil Code § 1542 reads as follows:

3  
4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
5 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
6 EXIST IN HIS OR HER FAVOR, AT THE TIME OF EXECUTING THE  
7 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
8 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
9 DEBTOR OR RELEASED PARTY.

8 **VIII. SEVERABILITY**

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

12 **IX. GOVERNING LAW**

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

15 **X. PROVISION OF NOTICE**

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

21 Notice for KASB shall be sent to:

22 Joseph R. Manning, Jr.  
23 Manning Law, APC  
24 26100 Towne Center Drive  
25 Foothill Ranch, CA 92610  
26 Tel: Office (949) 200-8757 Fax: (866) 843-8309  
27 P65@manninglawoffice.com

28 

---

*Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962

1            Notice for RPM shall be sent to:

2            Kristin Larson, Esq.  
3            Stradling Yocca Carlson & Rauth  
4            800 Anacapa Street, Suite A  
5            Santa Barbara, CA 93101  
6            Tel: Office (805) 730-6822  
7            KLarson@stradlinglaw.com

8            Lisa Northrup, Esq.  
9            Stradling Yocca Carlson & Rauth  
10           660 Newport Center Drive, Suite 1600  
11           Newport Beach, CA 92660  
12           lnorthrup@stradlinglaw.com

13           **XI. EXECUTED IN COUNTERPARTS**

14           This Consent Judgment may be executed in counterparts, which taken together shall be  
15           deemed to constitute one document. A facsimile or .PDF signature page shall be construed to be  
16           as valid as the original signature.

17           **XII. DRAFTING**

18           The terms of this Consent Judgment have been reviewed by the respective counsel for  
19           each Party prior to its signing, and each Party has had the opportunity to fully discuss the terms  
20           and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and  
21           construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,  
22           and no provision of this Consent Judgment shall be construed against any Party, based on the  
23           fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or  
24           any portion of the Consent Judgment. It is conclusively presumed that all of the Parties  
25           participate equally in the preparation and drafting of this Consent Judgment.

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

27           If a dispute with respect to either Party's compliance with the terms of this Consent  
28           Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, by  
29           video conference, and/or in writing and endeavor to resolve the dispute in an amicable manner.

---

30           *Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962

1 No action or motion may be filed with the Court in the absence of such a good faith attempt to  
2 resolve the dispute beforehand.

3 **XIV. ENFORCEMENT**

4 The Parties may, by motion or order to show cause before the Superior Court of Los  
5 Angeles County, enforce the terms and conditions of this Consent Judgment.

6 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

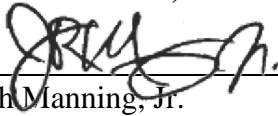
7 **15.1** This Consent Judgment contains the sole and entire agreement and understanding  
8 of the Parties with respect to the entire subject matter herein, including any and all prior  
9 discussions, negotiations, commitments, and understandings related thereto. No representations,  
10 oral or otherwise, express or implied, other than those contained herein have been made by any  
11 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be  
12 deemed to exist or to bind any Party.

13 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
14 by the Party he or she represents to stipulate to this Consent Judgment.

15  
16 **IT IS SO STIPULATED.**

17  
18 DATED: November 7, 2023


MANNING LAW, APC

19 By:   
20 Joseph Manning, Jr.

21 Attorney for Plaintiff  
22 Keep America Safe and Beautiful, Inc.

23 **KEEP AMERICA SAFE AND BEAUTIFUL, INC.**

24 DATED: November 07, 2023

25 By:   
26 My Nguyen, CEO  
27 Keep America Safe and Beautiful, Inc.

28 

---

Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc., Case No. 23TRCV01962

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: Nov 8, 9, 2023

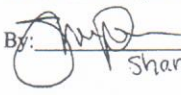
STRADLING YOCCA CARLSON &  
RAUTH

By:   
Kristin Larson, Esq.

Attorney for Defendant  
RPM Fitness, Inc.

RPM FITNESS, INC.

DATED: November 8<sup>m</sup>, 2023

By:   
Shane Rogers, GM

RPM Fitness, 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

*Keep America Safe and Beautiful, Inc. v. RPM Fitness, Inc.*, Case No. 23TRCV01962