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9 *Calsafe Research Center, Inc.*  
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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF ALAMEDA**  
16

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

20 Plaintiff,

21 v.

22 CHUZA, INC., a California corporation; and  
23 DOES 1 to 10,

24 Defendants.  
25  
26  
27  
28

Case No.: 23CV050966

[PROPOSED] STIPULATED  
CONSENT JUDGMENT

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

Complaint filed: November 13, 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 Chuza,  
4 Inc., a California corporation (“Chuza” or “Defendant”) (collectively, the “Parties”).

5 **1.2 General Allegations.** On November 13, 2023, CalSafe initiated this action by  
6 filing a Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to *Health*  
7 *& Safety Code* § 25249.5 *et seq.* (“Proposition 65”) against Chuza. In this action, Calsafe alleges  
8 that the Chuza “Spicy Nopal (UPC# 850027993126)”, Chuza “Spicy Pineapple (UPC#  
9 850027993034” and Chuza “Spicy Mango (UPC# 850027993003)” (collectively the “Covered  
10 Products”) contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive  
11 toxin. Calsafe alleges that the Covered Products expose consumers to lead at a level requiring a  
12 Proposition 65 warning. Calsafe alleges that Chuza qualifies as a “Person” within the meaning  
13 of Proposition 65, and that Chuza manufactures, distributes, and/or offers for sale in the State of  
14 California the Covered Products.

15 **1.3 Notices of Violation.** The Complaint is based on allegations contained in  
16 Calsafe’s Notices of Violation dated April 14, 2023 and May 3, 2023 (collectively the  
17 “Notices”), that were served on the California attorney General, other public enforcers, and  
18 Chuza. A true and correct copies of the Notices are attached hereto as **Exhibit A** and incorporated  
19 by reference. More than 60 days have passed since the Notices were served on the Attorney  
20 General, public enforcers, and Chuza; no designated governmental entity has filed a Complaint  
21 against Chuza with regard to the Covered Products or the alleged violations.

22 **1.4** Calsafe’s Notices 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 Chuza, which is a violation of California *Health & Safety Code* § 25249.6. Chuza denies  
25 all material allegations contained in the Notices 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. Chuza  
28

1 denies the material, factual, and legal allegations in the Notices and Complaint and maintains  
2 that all of the products, including the Covered Products, that it 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 Chuza 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 of any fact, finding, conclusion, issue of law, or violation  
8 of law, such specifically denied by the Chuza. This Section shall not, however, diminish or  
9 otherwise affect Chuza's obligations, responsibilities, and duties under this Consent Judgment.

10 **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall  
11 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
12 current or future legal proceeding unrelated to this proceeding.

13 **1.7 Effective Date.** For purposes of this Consent Judgment, the "Effective Date"  
14 shall be the date the Consent Judgment has been approved and entered by the Court.

15 **1.1 Compliance Date.** The Compliance Date of this Consent Judgment is the latter  
16 of the Effective Date or March 31, 2024.

## 17 **II. JURISDICTION AND VENUE**

18 **2.1** For purposes of this Consent Judgment and any further court action that may  
19 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has  
20 subject matter jurisdiction over the allegations of violations contained in the Complaint and  
21 personal jurisdiction over Chuza as to the acts alleged in the Complaint.

22 **2.2** For purposes of this Consent Judgment, the Parties stipulate that venue is proper  
23 in Alameda County, California, and that this Court has jurisdiction to enter this Consent  
24 judgment as a full and final resolution of all claims up through and including the Compliance  
25 Date that were or could have been asserted in this action based on the facts alleged in the Notice  
26 and Complaint.

## 27 **III. INJUNCTIVE RELIEF**

1           **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning on the  
2 Compliance Date, Chuza shall reduce the level of lead in the Covered Products, if necessary,  
3 shipped for sale in California to an exposure level of no more than 0.5 micrograms of lead per  
4 serving, with serving size defined as 40 grams as suggested in the U.S. Food and Drug  
5 Administration's "Reference Amounts Customarily Consumed" guidance document for this food  
6 category ("dried fruit") (the "Target Level"), or be subject to the provisions of Paragraphs 3.3  
7 through 3.6.

8           **3.2 Shipped for Sale in California.** "Shipped for Sale in California" means the  
9 Covered Product that Chuza either directly ships to California for sale in California, or that it  
10 sells to a distributor or retailer who Chuza knows will sell the Covered Product to consumers in  
11 California.

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

16           **3.4 Warning Requirements.** A clear and reasonable warning for the Covered  
17 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered  
18 Product Shipped for Sale in California by Chuza that contains one of the 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           (B)

24           **WARNING:** Cancer and Reproductive Harm—[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

25  
26           The warning shall be offset in a box with a black outline and must be in a type size no  
27 smaller than the largest type size used for other consumer information on the Covered Product.

1 “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional  
2 information. “Consumer information” does not include the brand name, product name, company  
3 name, location of manufacture, or product advertising. In no case shall the warning appear in a  
4 type size smaller than six (6) point type. Additionally, where the product sign, label, or shelf tag  
5 used to provide a warning includes consumer information in a language other than English, the  
6 warning must also be provided in that language in addition to English.

7 **3.5 Warnings for Internet Sales.** For any Covered Product sold over the internet  
8 where it will be shipped to California, the warning shall be displayed as follows: (A) on the  
9 primary display page for the Covered Product; (B) as a clearly marked hyperlink using the word  
10 “**WARNING**” in all capital and bold letters on the Covered Product’s primary display page, so  
11 long as the hyperlink goes directly to a page prominently displaying the warning without content  
12 that detracts from the warning; (C) on the checkout page or any other page in the checkout  
13 process when a California delivery address is indicated for the purchase of the Covered Product  
14 and with the warning clearly associated with the Covered Product to indicate that the Covered  
15 Product is subject to the warning; or (D) by otherwise prominently displaying the warning to the  
16 purchaser prior to completing the purchase of the Covered Product. The warning is not  
17 prominently displayed if the purchaser must search for it in the general content of the website.

18 **3.6 Warning Prominence.** Chuza agrees that each warning shall be prominently  
19 placed with such conspicuousness, as compared with the other words, statements, designs, or  
20 devices, as to render it likely to be read and understood by an ordinary individual under  
21 customary conditions before purchase or use.

22 **3.7 Compliance with Clear and Reasonable Warning.** Chuza shall be deemed to  
23 be in compliance with this Consent Judgment after the Compliance Date by (A) adhering to  
24 Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements adopted  
25 by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”)   
26 applicable to the Covered Product and chemical at issue. If regulations or legislation are enacted  
27 or issued providing that a Proposition 65 warning for the Covered Product is no longer required,  
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1 a lack of warning as set forth in this Consent Judgment will not thereafter be a breach of this  
2 Consent Judgment.

3 **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III  
4 shall not apply to the Covered Product that is already in the stream of commerce as of the  
5 Compliance Date, which Covered Product is expressly subject to the releases provided in  
6 Section V. Products that were supplied to third parties by Chuza prior to the Compliance Date  
7 shall be deemed exempted from the requirements of this Section 3 and shall be permitted to be  
8 sold through as previously manufactured, packaged, and labeled.

9 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the  
10 Parties, CalSafe shall notice a Motion for Court Approval and, within ten (10) days of approval  
11 of the Consent Judgment by the Court, comply with the requirements set forth in California  
12 *Health & Safety Code* § 25249.7(f).

13 **3.10 Attorney General Objection.** If the California Attorney General objects to any  
14 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a  
15 timely manner, and if possible, prior to the hearing on the motion.

16 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it  
17 shall be void and have no force or effect.

#### 18 **IV. MONETARY TERMS**

19 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,  
20 additional settlement payments, attorney fees, and costs, Chuza shall make a total payment of  
21 Twenty-Five Thousand Dollars (\$25,000.00) (the “Total Settlement Amount”) made in two  
22 installment payments, apportioned into a Civil Penalty, and Attorney Fees and Costs as set forth  
23 in Paragraphs 4.2 and 4.3, 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, Chuza  
26 agrees to pay Two Thousand Five Hundred Dollars (\$2,500.00) in Civil Penalties. The Civil  
27 Penalty payment will be apportioned in accordance with California *Health & Safety Code* §§  
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1 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the  
2 remaining twenty-five (25) percent of the funds retained by CalSafe.

3 **4.3** The payments shall be made in two installments. Within ten (10) days of the  
4 Effective Date, Chuza shall issue a check to “OEHHA” for the first installment in the amount of  
5 Nine Hundred and Thirty-Seven Dollars and Fifty Cents (\$937.50), with “Prop 65 Penalties”  
6 written in the Memo Line; and Chuza shall, pursuant to the instructions below, wire to CalSafe  
7 the amount of Three Hundred and Twelve Dollars and Fifty Cents (\$312.50). Within sixty (60)  
8 days of the Effective Date, Chuza shall issue a check to “OEHHA” for the second installment in  
9 the amount of Nine Hundred and Thirty-Seven Dollars and Fifty Cents (\$937.50), with “Prop  
10 65 Penalties” written in the Memo Line; and Chuza shall, pursuant to the instructions below,  
11 wire to CalSafe the amount of Three Hundred and Twelve Dollars and Fifty Cents (\$312.50).

12 **4.4**

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

15 For United States Postal Delivery Service:

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

21 For Non-United States Postal Delivery Service:

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

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

28 **Wire & ACH Instructions:**

Account Name: The Law Offices of Joseph R. Manning

1 Bank Name: J.P. Morgan Chase Bank, N.A.  
2 Bank Address: 270 Park Ave. New York, NY. 10017  
3 ACH Routing / ABA Number: 322271627  
4 Wire Routing / ABA Number: 021000021  
5 Account Number: 802922919

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

7 **4.5 Attorney Fees and Costs.** The payments shall be made in two installments.

8 Within ten (10) days of the Effective Date, Chuza agrees to pay the first installment of Eleven  
9 Thousand and Two Hundred and Fifty Dollars (\$11, 250) to CalSafe and its counsel of record for  
10 all fees and costs incurred in investigating, bringing this matter to the attention of Chuza,  
11 litigating, negotiation, and obtaining judicial approval of a settlement in the public interest. Within  
12 sixty (60) days of the Effective Date, Chuza agrees to pay the second installment of Eleven  
13 Thousand and Two Hundred and Fifty Dollars (\$11, 250) to CalSafe and its counsel of record.

14 **Wire & ACH Instructions:**

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

21 For further benefit of: Attorney’s Fees Case No. 23TRCV01600

22 **4.6** In the event that Chuza fails to remit the Total Settlement Amount or any portion  
23 thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due date,  
24 Chuza shall be deemed to be in material breach of its obligations under this Consent Judgment.  
25 CalSafe shall provide written notice of delinquency to Chuza via electronic mail to Chuza’s  
26 counsel of record. If Chuza fails to deliver any portion of or all of the Total Settlement Amount  
27 within five (5) days from the written notice, the Total Settlement Amount shall accrue interest at  
28 the statutory judgment interest rate provided in California *Code of Civil Procedure* § 685.010.



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 either Party seeks to modify this Consent Judgment under Paragraph 5.1, then  
10 the Party seeking the modification must provide written notice to the other Party of its intent  
11 (“Notice of Intent”). If the Party not seeking modification seeks to meet and confer regarding the  
12 proposed modification in the Notice of Intent, then that Party shall provide written notice of intent  
13 to meet and confer to the Party seeking modification within thirty (30) days of receiving the  
14 Notice of Intent. The Parties shall then meet and confer in good faith in person, via telephone, or  
15 via video conference within thirty (30) days of the Party’s written notice of intent to meet and  
16 confer. Within thirty (30) days of such a meeting, if the Party not seeking modification disputes  
17 the proposed modification, then that Party shall provide the Party seeking modification a written  
18 basis for its opposition. The Parties shall continue to meet and confer for an additional thirty (30)  
19 days in an effort to resolve any remaining disputes. Should it become necessary, the Parties may  
20 agree in writing to different deadlines for the meet-and-confer period.

21 **6.3** In the event that either Party initiates or otherwise requests a modification under  
22 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a  
23 modification of the Consent Judgment, each Party shall be individually responsive for its own  
24 attorneys’ fees associated with bringing a joint motion or application for modification of the  
25 Consent Judgment.

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

1           7.1     This Consent Judgment shall have no application to any Covered Product that is  
2 distributed or sold outside the State of California and/or that is not used by California consumers.  
3 Nothing in this Consent Judgment is intended to apply to any occupational or environmental  
4 exposures arising under Proposition 65, nor shall it apply to any other Chuza products other than  
5 the Covered Product.

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

14           7.3     Compliance with the terms of this Consent Judgment shall be deemed to constitute  
15 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the  
16 Covered Product as set forth in the Notice and Complaint. **Calsafe Release of Chuza(s).** Calsafe,  
17 on behalf of itself and its respective officers, directors, shareholders, employees, agents, parent  
18 companies, subsidiaries, divisions, and affiliates and on behalf of the public interest fully releases  
19 and discharges Released Parties from any and all claims, actions, cause of action, suits, demands,  
20 liabilities, damages, penalties, fees costs, and expenses asserted, or that could have been asserted  
21 based on or related to the handling, use, sale, distribution, or consumption of the Covered Product  
22 in California, as to any alleged violation of Proposition 65 or its implementing regulations up  
23 through the Compliance Date, based on a failure to provide Proposition 65 warning on the  
24 Covered Product with respect to lead as set forth in the Notice and Complaint.

25           7.4     Calsafe on its own behalf only, and Chuza on its own behalf only, further waives  
26 and releases any and all claims they, their attorneys, or their representatives may have against  
27 each other for all actions or statements made or undertaken in the course of seeking or opposing  
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1 enforcement of Proposition 65 in connection with the Notice and Complaint up through and  
2 including the Compliance Date, provided, however, that nothing in this Section shall affect or  
3 limit any Party's right to seek to enforce the terms of the Consent Judgment.

4 **7.5 California Civil Code Section 1542.** It is possible that other claims not known to  
5 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the  
6 Covered Product, will develop or be discovered. Calsafe on behalf of itself only, and Chuza on  
7 behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and  
8 include all Such claims up through and including the Compliance Date, including all rights of  
9 action therefore. Calsafe and Chuza acknowledge that the claims released in Section VII above  
10 may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such  
11 unknown claims. California *Civil Code* § 1542 reads as follows:

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

## 17 **VIII. SEVERABILITY**

18 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court  
19 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable  
20 provisions shall not be adversely affected.

## 21 **IX. GOVERNING LAW**

22 **9.1** The terms and conditions of this Consent Judgment shall be governed by and  
23 construed in accordance with the laws of the State of California.

24 **9.2** In the event that Proposition 65, either as a whole or as specifically applicable to  
25 the Covered Products or listed chemicals, is repealed or federally preempted, or if new or different  
26 safe harbor levels are established as applicable to the Covered Products, or if Proposition 65 is  
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1 otherwise rendered inapplicable to the Covered Products or listed chemicals, all by any final  
2 regulation or statute, or by a decision of the California Supreme Court, or if any of the provisions  
3 of this Consent Judgment are specifically rendered inapplicable or no longer required as to the  
4 Covered Products as a result of any such regulatory or statutory change, repeal or preemption or  
5 decision of the California Supreme Court, or due to federal laws or regulations, then Chuza may  
6 provide written notice to Calsafe of any asserted change in the law, and it shall have no further  
7 obligations pursuant to this Consent Judgment with respect to the Covered Products, to the extent  
8 that the Covered Products are so affected and subject to Calsafe's right to seek enforcement of  
9 the Consent Judgment.

10 **X. PROVISION OF NOTICE**

11 **10.1** All notices required to be given to either Party to this Consent Judgment by the  
12 other shall be in writing and sent to the following agents listed below via first-class mail or  
13 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be  
14 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall  
15 take effect on the date the return receipt is signed by the Party receiving the change.

16 Notice for Calsafe shall be sent to:

17 Joseph R. Manning, Jr.  
18 26100 Towne Center Drive  
19 Foothill Ranch, CA 92610  
20 Tel: Office (949) 200-8757 Fax: (866) 843-8309  
21 p65@manninglawoffice.com

22 Notice for Chuza shall be sent to:

23 Madeline Orlando  
24 Greenberg Traurig, LLP  
25 400 Capitol Mall  
26 Suite 2400  
27 Sacramento, CA 95814  
28 Tel: (916) 868-0762  
[orlandom@gtlaw.com](mailto:orlandom@gtlaw.com)

Daniel Schwarz  
CHUZA, Inc.  
4485 Ocean Valley Ln.

San Diego, CA 92310  
danny@chuza.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 for a period of at least sixty (60) days. 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 Alameda County, enforce the terms and conditions of this Consent Judgment. The Parties may seek whatever fines, costs, penalties, or remedies as are provided by law for the other Party's failure to comply with the 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. Except as specifically provided in this Consent Judgment, each Party shall bear its own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment and in its subsequent enforcement.

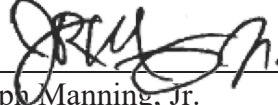
**XVI. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.**

**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: 12/21/2023, 2023

**MANNING LAW, APC**

By:   
Joseph Manning, Jr.

*Attorney for Plaintiff  
Calsafe Research Center, Inc.*

DATED: 12/19/2023, 2023

**CALSAFE RESEARCH CENTER, INC.**


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

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DATED: December 20, 2023

By:   
\_\_\_\_\_

**Madeline Orlando**  
*Attorney for Defendant*  
*Chuza, Inc.*

DATED: December 21, 2023

**CHUZA, INC.**  
By:   
\_\_\_\_\_

Chuza, 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