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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 BAYCLIFF COMPANY, INC., a New York
23 Domestic Business Corporation; and DOES 1
24 to 10,

25 Defendants.
26
27
28

Case No.: 23CV056184

[PROPOSED] STIPULATED
CONSENT JUDGMENT

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

Complaint filed: December 20, 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
4 Baycliff Company, Inc. (“Baycliff” or “Defendant”) (individually, “Party” and collectively, the
5 “Parties”).

6 **1.2 General Allegations.** On December 20, 2023, CalSafe initiated this action by
7 filing a Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to *Health*
8 *& Safety Code* § 25249.5 *et seq.* (“Proposition 65”) against Baycliff. In this action, CalSafe
9 alleges that Baycliff’s “Sushi Chef Pickled Ginger (UPC# 047834000059)” (the “Covered
10 Product”) contains lead, a chemical listed under Proposition 65 as a carcinogen and reproductive
11 toxin. CalSafe alleges that the Covered Product exposes consumers to lead at a level requiring a
12 Proposition 65 warning. CalSafe alleges that Baycliff qualifies as a “Person” within the meaning
13 of Proposition 65, and that Baycliff manufactures, distributes, and/or offers for sale in the State
14 of California the Covered Product.

15 **1.3 Notice of Violation.** The Complaint is based on allegations contained in
16 CalSafe’s Notice of Violation dated May 9, 2023 (the “Notice”), that was served on the
17 California attorney General, other public enforcers, and Baycliff. A true and correct copy of the
18 Notice is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days have
19 passed since the Notice was served on the Attorney General, public enforcers, and Baycliff. To
20 the best of the Parties’ knowledge, no public enforcer has commenced or is diligently prosecuting
21 an action to enforce the violations alleged in the Notice.

22 **1.4** CalSafe’s Notice and Complaint allege that the use of the Covered Product by
23 California consumers exposes them to unlawful amounts of lead without first receiving a clear
24 and reasonable warning from Baycliff, which is a violation of California *Health & Safety Code*
25 § 25249.6. Baycliff 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. Baycliff
28 denies the material factual and legal allegations in the Notice and Complaint and maintains that

1 all of the products, including the Covered Product, that it has offered for sale, sold and/or
2 distributed for sale in California have been and are in compliance with Proposition 65 and all
3 other applicable statutory, regulatory, common law, or equitable doctrines. Nothing in this
4 Consent Judgment, nor compliance with this Consent Judgment, shall constitute or be construed
5 as an admission by Baycliff, or by any of its respective officers, directors, shareholders,
6 employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees,
7 licensors, joint venture partners, customers, suppliers, distributors, wholesalers, or retailers, of
8 any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by
9 the Baycliff. This Section shall not, however, diminish or otherwise affect Baycliff's obligations,
10 responsibilities, and duties 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 Plaintiff provides notice to Defendant that the Consent Judgment has been
16 approved and entered by the Court.

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 Baycliff 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 Effective Date
25 that were or could have been asserted in this action based on the facts alleged in the Notice and
26 Complaint.

27 **III. INJUNCTIVE RELIEF**

28

1 **3.1 Lead Target Level, Compliance Date.** Beginning on a date twelve (12) months
2 from the Effective Date, which date shall be referred to as the “Compliance Date”, unless it
3 meets the warning requirements under Sections 3.3-3.6, Baycliff shall be permanently enjoined
4 from manufacturing for sale in the State of California, “Distributing into the State of California”
5 (in-person or online), purchasing for sale or directly selling into the State of California, any
6 Product that exposes a California consumer to an exposure level of more than 0.5 micrograms
7 of lead per serving, with serving size measured by the allowable serving size (up to 1.5
8 teaspoons), as specified on the label of the Covered Product (the “Target Level”). As used in this
9 Consent Judgment, the term “Distributing into the State of California” shall mean to directly ship
10 Covered Product into California for sale in California, or to sell Covered Product to a distributor
11 that Baycliff knows will sell the Covered Product in California. The injunctive relief in Section
12 3.1 does not apply to Covered Product that has left the possession and is no longer under the
13 control of Baycliff prior to the Compliance Date, and all claims as to such Covered Product are
14 released in this Consent Judgment.

15 **3.2 Clear and Reasonable Warnings, When Required.** Baycliff agrees by the
16 Effective Date to only manufacture for sale, offer for sale, purchase for sale, import for sale, or
17 distribute for sale in or into California (in-person or online) Covered Product that contains a
18 warning as provided for in Paragraphs 3.3 through 3.5, except as provided in Paragraph 3.1.

19 **3.3 Warning Requirements.** For purposes of this Consent Judgment, a clear and
20 reasonable warning for the Covered Product shall consist of a warning affixed to the packaging,
21 label, tag, or directly to each Covered Product sold or distributed in California by Baycliff that
22 contains one of the following statements:

23 OPTION (A)

24
25 **WARNING:** Consuming this product can expose you to lead, which is known to the
26 State of California to cause cancer and birth defects or other reproductive harm. For
27 more information go to www.P65Warnings.ca.gov/food.

28 OPTION (B)

1 **WARNING:** Cancer and Reproductive Harm–www.P65Warnings.ca.gov/food.

2 Baycliff may include the names of additional chemicals in the “long form” warning in
3 Option (A) if they are present in the Covered Product at a level that Baycliff reasonably believes
4 would require a Proposition 65 warning. The warning shall be offset in a box with a black outline
5 and must be in a type size no smaller than the largest type size used for other consumer
6 information on the Covered Product. “Consumer information” includes warnings, directions for
7 use, ingredient lists, and nutritional information. “Consumer information” does not include the
8 brand name, product name, company name, location of manufacture, or product advertising. In
9 no case shall the warning appear in a type size smaller than six (6) point type. The warning shall
10 also comply with 27 C.C.R. § 25607.1(c). Specifically, where the product sign, label, or shelf
11 tag used to provide a warning includes consumer information in a language other than English,
12 the warning must also be provided in that language in addition to English.

13 **3.4 Warnings for Internet Sales.** For any Covered Product sold by Baycliff over the
14 internet where it will be shipped to California, the warning shall be displayed as follows: (A) on
15 the primary display page for the Covered Product; (B) as a clearly marked hyperlink using the
16 word “WARNING” in all capital and bold letters on the Covered Product’s primary display page,
17 so long as the hyperlink goes directly to a page prominently displaying the warning without
18 content that detracts from the warning; (C) on the checkout page or any other page in the
19 checkout process when a California delivery address is indicated for the purchase of the Covered
20 Product and with the warning clearly associated with the Covered Product to indicate that the
21 Covered Product is subject to the warning; or (D) by otherwise prominently displaying the
22 warning to the purchaser prior to completing the purchase of the Covered Product. The warning
23 is not prominently displayed if the purchaser must search for it in the general content of the
24 website.

25 **3.5 Warning Prominence.** Baycliff agrees that each warning shall be prominently
26 placed with such conspicuousness, as compared with the other words, statements, designs, or
27
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1 devices, as to render it likely to be read and understood by an ordinary individual under
2 customary conditions before purchase or use.

3 **3.6 Compliance with and Changes in Clear and Reasonable Warning.** Baycliff
4 shall be deemed to be in compliance with this Consent Judgment after the Effective Date by (A)
5 adhering to Paragraphs 3.1 through 3.5, or (B) by complying with any future warning
6 requirements adopted by the State of California’s Office of Environmental Health Hazard
7 Assessment (“OEHHA) applicable to the Covered Product and chemical at issue. In the event
8 that OEHHA or another authorized agency promulgates one or more regulations requiring or
9 permitting warning text and/or methods of transmission different than those set forth above, or
10 legislation is enacted by the California legislature, United States Congress or voters with such
11 requirements or permission, Baycliff shall be entitled to use, at its discretion, such other warning
12 text and/or method of transmission without being deemed in breach of this Consent Judgment.
13 If regulations or legislation are enacted or issued providing that a Proposition 65 warning for the
14 Covered Product is no longer required, a lack of warning will not thereafter be a breach of this
15 Consent Judgment.

16 **3.7 Grace Period for Existing Inventory.** The injunctive requirements of Section
17 III shall not apply to the Covered Product that is already in the stream of commerce as of the
18 Effective Date, which Covered Product is expressly subject to the releases provided in
19 Section VII.

20 **3.8 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
21 Parties, CalSafe shall notice a Motion for Court Approval and, within ten (10) days of approval
22 of the Consent Judgment by the Court, comply with the requirements set forth in California
23 *Health & Safety Code* § 25249.7(f).

24 **3.9 Attorney General Objection.** If the California Attorney General objects to any
25 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a
26 timely manner, and if possible, prior to the hearing on the Motion for Court Approval.

27 **3.10 Court Approval.** If the Court does not approve this Consent Judgment in its
28 entirety, the Parties shall meet and confer to determine whether to modify the agreement’s terms

1 and resubmit it for approval. In meeting and conferring, the Parties agree to negotiate in good
2 faith to reach agreement on any actions reasonably necessary to amend and/or modify this
3 Consent Judgment in order to further the Parties' mutual intention in entering into it. If this
4 Consent Judgment is not approved and entered by the Court, as it is executed, within one (1)
5 year after it has been fully executed by all Parties, then it shall be void and have no force or
6 effect.

7 **IV. MONETARY TERMS**

8 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
9 additional settlement payments, attorney fees, and costs, Baycliff shall make a total payment of
10 Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) (the "Total Settlement Amount"),
11 apportioned into a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and
12 4.3, below.

13 **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*
14 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Baycliff
15 agrees to pay Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00) in Civil Penalties.
16 The Civil Penalty payment will be apportioned in accordance with California *Health & Safety*
17 *Code* §§ 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and
18 the remaining twenty-five (25) percent of the funds retained by CalSafe. Within thirty (30) days
19 of the Effective Date, Baycliff shall issue a check to "OEHHA" in the amount of Two Thousand
20 Sixty-Two Dollars and Fifty Cents (\$2,062.50), with "Prop 65 Penalties" written in the Memo
21 Line; and Baycliff shall, pursuant to the instructions below, wire to CalSafe the amount of Six
22 Hundred Eighty-Seven Dollars and Fifty Cents (\$687.50).

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

25 For United States Postal Delivery Service:

26 Mike Gyurics
27 Fiscal Operations Branch Chief
28 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. 23CV056184

4.3 Attorney Fees and Costs and Tax Documentation. The Parties reached an accord on the compensation due to CalSafe and its counsel under the private attorney general doctrine and principles of contract law. Within thirty (30) days of the Effective Date, Baycliff agrees to pay Twenty-Four Thousand Seven Hundred and Fifty Dollars (\$24,750.00) to CalSafe and its counsel of record for all fees and costs incurred in investigating, bringing this matter to the attention of Baycliff, litigating, negotiating, and obtaining judicial approval of a settlement in the public interest. Baycliff agrees to provide a completed IRS 1099 form for its payments to, and CalSafe and Law Offices of Joseph R. Manning agree to provide IRS W-9 forms to Baycliff. The Parties acknowledge that Baycliff cannot issue any settlement payments pursuant to Section IV until after Baycliff receives the requisite W-9 forms from CalSafe’s counsel. Nothing in this Consent Judgment shall alter the Parties’ obligations to be liable for their own taxes or impose any obligations relating to taxes due on the payments made under this Consent Judgment. CalSafe

1 and its attorneys shall remain responsible for any taxes due or owing by them on any payments
2 received under this Consent Judgment.

3
4 **Wire Instructions:**

5 Account Name: The Law Offices of Joseph R. Manning
6 Bank Name: J.P. Morgan Chase Bank, N.A.
7 Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
8 Routing Number: 322271627
9 Wire Routing / ABA Number: 021000021
Swift Code: CHASUS33
Account Number: 579068902

10 For further benefit of: Attorney Fees Case No. 23CV056184

11
12 **4.4** In the event that Baycliff fails to remit the Total Settlement Amount or any portion
13 thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment by the due date, Baycliff
14 shall be deemed to be in material breach of its obligations under this Consent Judgment. CalSafe
15 shall provide written notice of delinquency to Baycliff via electronic mail to Baycliff’s counsel
16 of record. If Baycliff fails to deliver any portion of or all of the Total Settlement Amount within
17 ten (10) days from the written notice, the Total Settlement Amount shall accrue interest at the
18 statutory judgment interest rate provided in California *Code of Civil Procedure* § 685.010.

19 Additionally, Baycliff agrees to pay CalSafe’s reasonable attorney fees and costs for any
20 efforts to collect the payment due under this Consent Judgment.

21 **V. RETENTION OF JURISDICTION**

22 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate
23 this Consent Judgment.

24 **VI. MODIFICATION OF CONSENT JUDGMENT**

25 **6.1** This Consent Judgment may be modified only as to the injunctive terms by
26 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,
27 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a
28 modified consent judgment.

1 **6.2** If Baycliff seeks to modify this Consent Judgment under Paragraph 5.1, then
2 Baycliff must provide written notice to CalSafe of its intent (“Notice of Intent”). If CalSafe seeks
3 to meet and confer regarding the proposed modification in the Notice of Intent, then CalSafe shall
4 provide written notice of intent to meet and confer to Baycliff within thirty (30) days of receiving
5 the Notice of Intent. The Parties shall then meet and confer in good faith in person, via telephone,
6 or via video conference within thirty (30) days of CalSafe’s written notice of intent to meet and
7 confer. Within thirty (30) days of such a meeting, if CalSafe disputes the proposed modification,
8 CalSafe shall provide Baycliff a written basis for its opposition. The Parties shall continue to meet
9 and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. Should
10 it become necessary, the Parties may agree in writing to different deadlines for the meet-and-
11 confer period.

12 **6.3** In the event that a Party initiates or otherwise requests a modification under
13 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a
14 modification of the Consent Judgment, the initiating Party shall reimburse the non-initiating Party
15 its costs and reasonable attorney fees for the time spent in the meet-and-confer process and filing
16 and arguing the motion.

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

18 **7.1** This Consent Judgment shall have no application to any Covered Product that is
19 distributed or sold exclusively outside the State of California and/or that is not used by California
20 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or
21 environmental exposures arising under Proposition 65, nor shall it apply to any other Baycliff
22 products other than the Covered Product.

23 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution
24 between CalSafe, on behalf of itself and its respective officers, directors, shareholders,
25 employees, agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the
26 public interest, and Baycliff and its respective officers, directors, shareholders, employees, agents,
27 parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
28 distributors, wholesalers, or retailers, and all other upstream and downstream entities in the

1 distribution chain of the Covered Product and the predecessors, successors, and assigns of any of
2 them (collectively, “Released Parties”).

3 **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute
4 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to the
5 Covered Product as set forth in the Notice and Complaint.

6 **7.4 CalSafe’s Release.** This Consent Judgment is a full, final, and binding resolution
7 between CalSafe, on behalf of itself and its respective officers, directors, shareholders,
8 employees, agents, parent companies, subsidiaries, divisions, and affiliates and in the public
9 interest (“Releasor”), and Baycliff and its respective past or present owners, officers, directors,
10 shareholders, employees, agents, parent companies, subsidiaries, divisions, sister and related
11 companies, affiliates, franchisees, licensees, employees, insurers, attorneys, assigns, customers,
12 suppliers, distributors, wholesalers, or retailers, as well as all entities to which Baycliff directly
13 or indirectly provides, distributes, offers for sale, or sells the Covered Product, including but not
14 limited to Bristol Farms and any other distributors, wholesalers, customers, retailers, franchisees,
15 cooperative members, licensors, and licensees (“Releasees”). Releasor, on behalf of itself and its
16 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
17 divisions, and affiliates, hereby fully releases and discharges Releasees from any and all claims,
18 actions, cause of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses
19 asserted, or that could have been asserted based on or related to the handling, use, sale,
20 distribution, or consumption of the Covered Product in California, as to any alleged or actual
21 violation of Proposition 65 or its implementing regulations, up through the Effective Date, based
22 on a failure to provide Proposition 65 warning on the Covered Product with respect to lead as set
23 forth in the Notice and Complaint.

24 In further consideration of the promises and agreements herein contained and with regard
25 to the Covered Product only, CalSafe, on behalf of itself and its officers, directors, shareholders,
26 employees, agents, parent companies, subsidiaries, divisions, and affiliates, and not on behalf of
27 the public, hereby provides a release to Baycliff and Releasees and waives any and all rights
28 CalSafe may have to institute or participate in, directly or indirectly, any form of legal action and

1 releases all claims against Baycliff and Releasees including, without limitation, all actions and
2 causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or
3 expenses including, but not exclusively, investigation fees, expert and attorney fees arising under
4 Proposition 65, its implementing regulations, or any statutory or common law claim that has been,
5 could have been, or may in the future be asserted by the Releasor against Baycliff and Releasees,
6 including without limitation for any alleged or actual failure to provide Proposition 65 label
7 warnings on the Covered Product with respect to exposures to lead.

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

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

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

VIII. SEVERABILITY

1 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court
2 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable
3 provisions shall not be adversely affected.

4 **IX. GOVERNING LAW**

5 **9.1** The terms and conditions of this Consent Judgment shall be governed by and
6 construed in accordance with the laws of the State of California.

7 **X. PROVISION OF NOTICE**

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

13 Notice for CalSafe shall be sent to:

14 Joseph R. Manning, Jr.
15 26100 Towne Centre Drive
16 Foothill Ranch, CA 92610
17 Tel: Office (949) 200-8757 Fax: (866) 843-8309
18 p65@manninglawoffice.com

19 Notice for Baycliff shall be sent to:

20 Malcolm Weiss, Esq. and Jennifer MikoLevine, Esq.
21 Hunton Andrews Kurth LLP
22 550 South Hope Street, Suite 2000
23 Los Angeles, CA 90071
24 Tel: Office (213)532-2000
25 mweiss@huntonak.com and jmikolevine@huntonak.com

26 **XI. EXECUTED IN COUNTERPARTS**

27 **11.1** This Consent Judgment may be executed in counterparts, which taken together
28 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

1 **12.1** The terms of this Consent Judgment have been reviewed by the respective counsel
2 for each Party prior to its signing, and each Party has had the opportunity to fully discuss the
3 terms and conditions with legal counsel. The Parties agree that, in any subsequent interpretation
4 and construction of this Consent Judgment, no inference, assumption, or presumption shall be
5 drawn, and no provision of this Consent Judgment shall be construed against any Party, based
6 on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted
7 all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties
8 participated equally in the preparation and drafting of this Consent Judgment.

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

10 **13.1** If a dispute arises with respect to either Party's compliance with the terms of this
11 Consent Judgment entered by the Court, the Parties shall meet and confer in person, by
12 telephone, by video conference, and/or in writing and endeavor to resolve the dispute in an
13 amicable manner. No action or motion may be filed with the Court in the absence of such a good
14 faith attempt to resolve the dispute beforehand.

15 **XIV. ENFORCEMENT**

16 **14.1** Moreover, if CalSafe alleges that Baycliff has failed to comply with this Consent
17 Judgment, prior to filing an action or a notice of violation as to Baycliff or any other Releasee,
18 CalSafe shall first provide Baycliff sixty (60) days' advance written notice of the alleged
19 violation(s). CalSafe shall provide testing results, lot numbers, and photographs of the Covered
20 Product packaging for the Covered Product at issue. The parties shall meet and confer during
21 such sixty (60) day period in an effort to resolve the matter informally without the need for
22 litigation. If the matter is not resolved within sixty (60) days, CalSafe can file a litigation and the
23 prevailing party can recover applicable costs and attorney fees, if any.

24 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

25 **15.1** This Consent Judgment contains the sole and entire agreement and understanding
26 of the Parties with respect to the entire subject matter herein, including any and all prior
27 discussions, negotiations, commitments, and understandings related thereto. No representations,
28 oral or otherwise, express or implied, other than those contained herein have been made by any

1 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
2 deemed to exist or to bind any Party.


3 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
4 by the Party he or she represents to stipulate to this Consent Judgment.

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

6 **16.1** This Consent Judgment has come before the Court upon the request of the Parties.
7 The Parties request the Court to fully review this Consent Judgment and, being fully informed
8 regarding the matters which are the subject of this action, make the findings pursuant to
9 California *Health and Safety Code* § 25249(f)(4) and approve this Consent Judgment.

10
11 **IT IS SO STIPULATED.**

12
13 DATED: 4/10/2024, 2024

12 **CALSAFE RESEARCH CENTER, INC.**
13 DocuSigned by:
By: 
14 Eric Fairon, CEO
15 CalSafe Research Center, Inc.

16
17
18 DATED: April 10, 2024, 2024

17 **BAYCLIFF COMPANY, INC.**
18 By: 
19
20 Baycliff Company, Inc.

21
22
23 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to *Health & Safety*
24 *Code* § 25249.7(f)(4) and *Code of Civil Procedure* § 664.6, judgment is hereby entered.

25
26 Dated: _____
27 _____
28 JUDGE OF THE SUPERIOR COURT