

Joseph R. Manning, Jr., Esq. (Bar No. 223381)
P65@manninglawoffice.com
MANNING LAW, APC
26100 Towne Centre Drive
Foothill Ranch, CA 92610
Tel: (949) 200-8755
Fax: (866) 843-8308

Attorney for Plaintiff
CalSafe Research Center, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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

Plaintiff,

v.

LA CARRETA SUPERMARKETS, INC., a
California Stock Corporation; and DOES 1 to
100,

Defendants.

Case No.: 23CV051096

[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. (“Plaintiff”), and La Carreta Supermarkets, Inc. (“Defendant”)
4 (collectively, the “Parties”).

5 **1.2 General Allegations.** On November 13, 2023, Plaintiff 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 Defendant. In this action, Plaintiff
8 alleges that Defendant’s “La Carreta, Mango Chamoy (UPC# 00103205010)” (the “Covered
9 Product”) contains lead, a chemical listed under Proposition 65 as a carcinogen and reproductive
10 toxin. Plaintiff alleges that the Covered Product exposed consumers to lead at a level requiring
11 a Proposition 65 warning. Plaintiff alleges that Defendant qualifies as a “Person” within the
12 meaning of Proposition 65, and that Defendant manufactures, distributes, and/or offers for sale
13 in the State of California the Covered Product.

14 **1.3 Notice of Violation.** The Complaint is based on allegations contained in
15 Plaintiff’s Notice of Violation dated May 11, 2023 (the “Notice”), that was served on the
16 California Attorney General, other public enforcers, and Defendant. A true and correct copy of
17 the Notice is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days
18 have passed since the Notice was served on the Attorney General, public enforcers, and
19 Defendant; no designated governmental entity has filed a Complaint against Defendant with
20 regard to the Covered Product or the alleged violations.

21 **1.4** Plaintiff’s Notice and Complaint allege that the use of the Covered Product by
22 California consumers exposes them to lead without first receiving a clear and reasonable warning
23 from Defendant, which is a violation of California *Health & Safety Code* § 25249.6. Defendant
24 denies all material allegations contained in the Notice and Complaint.

25 **1.5** The Parties have entered into this Consent Judgment in order to settle,
26 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.
27 Defendant denies the material, factual, and legal allegations in the Notice and Complaint and
28 maintains that all of the products, including the Covered Product, that it sold and/or distributed

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

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

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

II. JURISDICTION AND VENUE

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

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

III. INJUNCTIVE RELIEF

3.1 Lead Reduction, Target Level, Compliance Date. Beginning on the Effective Date, Defendant shall either no longer sell or shall reduce the level of lead in the Covered Product, if necessary, sold in California to an exposure level of no more than 0.5 micrograms of

1 lead per serving, based on a serving size of 34 grams (the “Target Level”), or be subject to the
2 provisions of Paragraphs 3.3 through 3.6 concerning warnings.

3 **3.2 Shipped for Sale in California.** “Shipped for Sale in California” means the
4 Covered Product that Defendant either directly ships to California for sale in California, or that
5 it sells to a distributor or retailer who Defendant knows will sell the Covered Product to
6 consumers in California. Where a retailer or distributor sells the Covered Product both in
7 California and other states, Defendant shall take commercially reasonable steps to ensure that
8 the only Covered Product that is sold in California is in compliance with Paragraph 3.1 through
9 3.6.

10 **3.3 Clear and Reasonable Warnings, When Required.** Defendant agrees by the
11 Effective Date to only manufacture for sale, purchase for sale, import for sale, or distribute for
12 sale in or into California (in-person or online) the Covered Product that contains a warning as
13 provided for in Paragraphs 3.4 through 3.6, except as provided in Paragraph 3.1.

14 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered
15 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered
16 Product Shipped for Sale in California by Defendant that contains one of the following
17 statements:

18 (A)

19
20 **WARNING:** Consuming this product can expose you to lead, which is known to the
21 State of California to cause cancer and birth defects or other reproductive harm. For
more information go to www.P65Warnings.ca.gov/food.

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

24 (B)

25 **WARNING:** Risk of cancer and reproductive harm from exposure to lead. See
26 www.P65Warnings.ca.gov/food.

27 or
28

1 **WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See
2 www.P65Warnings.ca.gov/food.

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

5 The warning shall be offset in a box with a black outline and must be in a type size no
6 smaller than the largest type size used for other consumer information on the Covered Product.
7 “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional
8 information. “Consumer information” does not include the brand name, product name, company
9 name, location of manufacture, or product advertising. In no case shall the warning appear in a
10 type size smaller than six (6) point type. The warning shall also comply with 27 C.C.R. §
11 25607.1(c). Specifically, where the product sign, label, or shelf tag used to provide a warning
12 includes consumer information in a language other than English, the warning must also be
13 provided in that language in addition to English.

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

26 **3.6 Warning Prominence.** Defendant agrees that each warning shall be prominently
27 placed with such conspicuousness, as compared with the other words, statements, designs, or
28

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

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

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

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

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

20 **IV. MONETARY TERMS**

21 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
22 additional settlement payments, attorney fees, and costs, Defendant shall make a total payment
23 of Fifteen Thousand Dollars (\$15,000.00) (the "Total Settlement Amount"), apportioned into a
24 Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

25 **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*
26 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Defendant
27 agrees to pay One Thousand Five Hundred Dollars (\$1,500.00) in Civil Penalties. The Civil
28 Penalty payment will be apportioned in accordance with California *Health & Safety Code* §§

25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the remaining twenty-five (25) percent of the funds retained by Plaintiff. Within ten (10) days of the Effective Date, Defendant shall issue a check to “OEHHA” in the amount of One Thousand One Hundred and Twenty-Five Dollars (\$1,125.00), with “Prop 65 Penalties” written in the Memo Line; and Defendant shall, pursuant to the instructions below, wire to Plaintiff the amount of Three Hundred and Seventy-Five Dollars (\$375.00).

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

For United States Postal Delivery Service:

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

For Non-United States Postal Delivery Service:

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

All penalty payments owed to Plaintiff 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
Wire Routing / ABA Number: 021000021
Swift Code: CHASUS33
Account Number: 579068902

For further benefit of: Civil Penalty Payment Case No. 23CV051096

4.3 Attorney Fees and Costs. Within ten (10) days of the Effective Date, Defendant agrees to pay Thirteen Thousand Five Hundred Dollars (\$13,500.00) to Plaintiff and its counsel

of record for all fees and costs incurred in investigating, bringing this matter to the attention of Defendant, litigating, negotiation, and obtaining judicial approval of a settlement in the public interest.

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

For further benefit of: Attorney's Fees Case No. 23CV051096

4.4 In the event that Defendant fails to remit the Total Settlement Amount or any portion thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due date, Defendant shall be deemed to be in material breach of its obligations under this Consent Judgment. Plaintiff shall provide written notice of delinquency to Defendant via electronic mail to Defendant's counsel of record. If Defendant fails to deliver any portion of or all of the Total Settlement Amount within five (5) days from the written notice, the Total Settlement Amount shall accrue interest at the statutory judgment interest rate provided in California *Code of Civil Procedure* § 685.010. Additionally, Defendant agrees to pay Plaintiff's reasonable attorney fees and costs for any efforts to collect the payment due under this Consent Judgment.

V. RETENTION OF JURISDICTION

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

VI. MODIFICATION OF CONSENT JUDGMENT

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

1 **6.2** If Defendant seeks to modify this Consent Judgment under Paragraph 5.1, then
2 Defendant must provide written notice to Plaintiff of its intent (“Notice of Intent”). If Plaintiff
3 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then Plaintiff
4 shall provide written notice of intent to meet and confer to Defendant within thirty (30) days of
5 receiving the 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 Plaintiff’s written notice of intent to
7 meet and confer. Within thirty (30) days of such a meeting, if Plaintiff disputes the proposed
8 modification, Plaintiff shall provide Defendant 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 **6.3** In the event that Defendant 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, Defendant shall reimburse Plaintiff its costs and
15 reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing
16 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 Defendant
22 products other than the Covered Product.

23 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution
24 between Plaintiff, 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 Defendant and its respective officers, directors, shareholders, employees,
27 agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers,
28 suppliers, distributors, wholesalers, or retailers, and all other upstream and downstream entities

1 in the distribution chain of the Covered Product and the predecessors, successors, and assigns of
2 any of 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
5 lead in the Covered Product as set forth in the Notice and Complaint.

6 **7.4 Plaintiff Release of Defendant.** Plaintiff, on behalf of itself and its respective
7 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
8 and affiliates and on behalf of the public interest fully releases and discharges Released Parties
9 from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties,
10 fees costs, and expenses asserted, or that could have been asserted based on or related to the
11 handling, use, sale, distribution, or consumption of the Covered Product in California, as to any
12 alleged violation of Proposition 65 or its implementing regulations up through the Effective Date,
13 based on a failure to provide Proposition 65 warning on the Covered Product with respect to lead
14 as set forth in the Notice and Complaint In addition, Plaintiff, on it's own behalf only and not on
15 behalf of the public interest, hereby releases any and all claims involving the Released Parties as
16 to any alleged violation of Proposition 65 or its implementing regulations up through the Effective
17 Date, based on a failure to provide Proposition 65 warnings with respect to lead as to the following
18 products: "Jans Enterprises, Mie Sedaap Cup Korean Spicy Chicken (UPC#8998866202404)",
19 El Chavo, Se Me Chispotio Chamoy Tamarind (UPC#7501116101764)", El Chavo, Se Me
20 Chispotio Chamoy Classico (UPC#7501116101788)", "El Chavo, Se Me Chispotio Chamoy
21 Mango (UPC#7501116101757)", "El Mexicano, Achiote Verde (UPC#042743200484)", and
22 "Nature's Harvest, Sweet Kiwi Slices (UPC#619128771565)".

23 **7.5** Plaintiff on its own behalf only, and Defendant on its own behalf only, further
24 waives and releases any and all claims they, their attorneys, or their representatives may have
25 against each other for all actions or statements made or undertaken in the course of seeking or
26 opposing enforcement of Proposition 65 in connection with the Notice and Complaint up through
27 and including the Effective Date, provided, however, that nothing in this Section shall affect or
28 limit any Party's right to seek to enforce the terms of the Consent Judgment.

1 **7.6 California Civil Code Section 1542.** It is possible that other claims not known to
2 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the
3 Covered Product, will develop or be discovered. Plaintiff on behalf of itself only, and Defendant
4 on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover
5 and include all such claims up through and including the Effective Date, including all rights of
6 action therefore. Plaintiff and Defendant acknowledge that the claims released in Section VII
7 above may include unknown claims, and nevertheless waive California Civil Code § 1542 as to
8 any such unknown claims. California *Civil Code* § 1542 reads as follows:

9
10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
11 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
12 EXIST IN HIS OR HER FAVOR, AT THE TIME OF EXECUTING THE
13 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
14 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
15 DEBTOR OR RELEASED PARTY.

14 **VIII. SEVERABILITY**

15 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court
16 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable
17 provisions shall not be adversely affected.

19 **IX. GOVERNING LAW**

20 **9.1** The terms and conditions of this Consent Judgment shall be governed by and
21 construed in accordance with the laws of the State of California.

22 **X. PROVISION OF NOTICE**

23 **10.1** All notices required to be given to either Party to this Consent Judgment by the
24 other shall be in writing and sent to the following agents listed below via first-class mail or
25 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be
26 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall
27 take effect on the date the return receipt is signed by the Party receiving the change.
28

Notice for Plaintiff shall be sent to:

Joseph R. Manning, Jr.
26100 Towne Centre Drive
Foothill Ranch, CA 92610
Tel: Office (949) 200-8757 Fax: (866) 843-8309
P65@manninglawoffice.com

Notice for Defendant shall be sent to:

Steven S. Spaulding
Berkes Crane Santana & Spangler
515 South Figueroa St., Suite 1500
Los Angeles, CA 90071
sspaulding@bcsslaw.com

XI. EXECUTED IN COUNTERPARTS

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

XII. DRAFTING

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

XIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

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

XIV. ENFORCEMENT

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

XV. ENTIRE AGREEMENT, AUTHORIZATION

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

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

XVI. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.

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

IT IS SO STIPULATED.

DATED: 6/26/2025, 2025

PLAINTIFF

DocuSigned by:

By: eric fairon
Eric Fairon, CEO
CalSafe Research Center, Inc.

1
2 **DEFENDANT**

3 DATED: 6/25, 2025

4 By: 

5 La Carreta Supermarkets, Inc.

6
7
8
9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to *Health & Safety*
10 *Code* § 25249.7(f)(4) and *Code of Civil Procedure* § 664.6, judgment is hereby entered.

11
12 Dated: _____

13 _____
14 JUDGE OF THE SUPERIOR COURT