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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 C&S Wholesale Grocers, Inc., a Vermont
23 Stock Corporation; Purcell International, a
24 California Stock Corporation; R-Ranch
25 Market, Incorporated, a California Stock
26 Corporation; and DOES 1 to 10,

27 Defendants.
28

Case No.: 23CV047006

[PROPOSED] STIPULATED
CONSENT JUDGMENT

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

Complaint filed: October 10, 2023
Trial Date: January 21, 2025

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 Purcell
4 International, a California Stock Corporation (“Purcell” or “Defendant”) (collectively, the
5 “Parties”).

6 **1.2 General Allegations.** On October 10, 2023, CalSafe initiated this action by filing
7 a Complaint for Civil Penalties and Injunctive Relief (the “Complaint”) pursuant to *Health &*
8 *Safety Code* § 25249.5 *et seq.* (“Proposition 65”) against Purcell. In this action, Calsafe alleges
9 that Purcell’s “Best Yet, Mandarin Oranges in Light Syrup, Net Wt. 312g (UPC#
10 042187405254)” (the “Covered Product”) contains lead, a chemical listed under Proposition 65
11 as a carcinogen and reproductive toxin. Calsafe alleges that the Covered Product exposes
12 consumers to lead at a level requiring a Proposition 65 warning. Calsafe alleges that Purcell
13 qualifies as a “Person” within the meaning of Proposition 65, and that Purcell manufactures,
14 distributes, and/or offers for sale in the State of California the Covered Product.

15 **1.3 Notice of Violation.** The Complaint is based on allegations contained in Calsafe’s
16 Notice of Violation dated February 3, 2023 and later amended on May 12, 2023 (collectively the
17 “Notice”), that was served on the California attorney General, other public enforcers, and
18 Purcell. A true and correct copy of the Notice is attached hereto as **Exhibit A** and incorporated
19 by reference. More than 60 days have passed since the Notice was served on the Attorney
20 General, public enforcers, and Purcell; no designated governmental entity has filed a Complaint
21 against Purcell with regard to the Covered Product or the alleged violations.

22 **1.4** Calsafe’s Notice and Complaint allege that the use of the Covered Product by
23 California consumers exposes them to lead without first receiving a clear and reasonable warning
24 from Purcell, which is a violation of California *Health & Safety Code* § 25249.6. Purcell denies
25 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. Purcell
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 sold and/or distributed for sale in
2 California have been and are in compliance with all laws. Nothing in this Consent Judgment nor
3 compliance with this Consent Judgment shall constitute or be construed as an admission by
4 Purcell or by any of their respective officers, directors, shareholders, employees, agents, parent
5 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
6 distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law, or violation
7 of law, such specifically denied by the Purcell. This Section shall not, however, diminish or
8 otherwise affect Purcell's obligations, responsibilities, and duties under this Consent Judgment.

9 **1.6** Except as expressly set forth herein, nothing in this Consent Judgment shall
10 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
11 current or future legal proceeding unrelated to this proceeding.

12 **1.7 Effective Date.** For purposes of this Consent Judgment, the "Effective Date"
13 shall be the date the Consent Judgment has been approved and entered by the Court.

14 **II. JURISDICTION AND VENUE**

15 **2.1** For purposes of this Consent Judgment and any further court action that may
16 become necessary to enforce this Consent Judgment only, the Parties stipulate that this Court has
17 subject matter jurisdiction over the allegations of violations contained in the Complaint and
18 personal jurisdiction over Purcell as to the acts alleged in the Complaint.

19 **2.2** For purposes of this Consent Judgment, the Parties stipulate that venue is proper
20 in Alameda County, California, and that this Court has jurisdiction to enter this Consent
21 judgment as a full and final resolution of all claims up through and including the Effective Date
22 that were or could have been asserted in this action based on the facts alleged in the Notice and
23 Complaint.

24 **III. INJUNCTIVE RELIEF**

25 **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning on the Effective
26 Date, unless Purcell complies with the warning provisions of Paragraphs 3.3 through 3.6, Purcell
27 shall reduce shall reduce the level of lead in the Covered Product, if necessary, shipped for sale
28 in California to an exposure level of no more than 0.5 micrograms of lead per serving, with

1 serving size measured by the serving size specified on the label of the Covered Product (the
2 “Target Level”), or be subject to the provisions of Paragraphs 3.3 through 3.6.

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

9 **3.3 Clear and Reasonable Warnings, When Required.** Purcell agrees by the
10 Effective Date to only manufacture for sale, purchase for sale, import for sale, or distribute for
11 sale in or into California (in-person or online) the Covered Product that contains a warning as
12 provided for in Paragraphs 3.4 through 3.6, except as provided in Paragraph 3.1.

13 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered
14 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered
15 Product Shipped for Sale in California by Purcell that contains one of the following statements:

16 (A)

17
18 **WARNING:** Consuming this product can expose you to lead, which is known to the
19 State of California to cause cancer and birth defects or other reproductive harm. For
20 more information go to www.P65Warnings.ca.gov/food.

21 (B)

22 **WARNING:** Cancer and Reproductive Harm—www.P65Warnings.ca.gov/food.

23 The warning shall be offset in a box with a black outline and must be in a type size no
24 smaller than the largest type size used for other consumer information on the Covered Product.
25 “Consumer information” includes warnings, directions for use, ingredient lists, and nutritional
26 information. “Consumer information” does not include the brand name, product name, company
27 name, location of manufacture, or product advertising. In no case shall the warning appear in a
28 type size smaller than six (6) point type. The warning shall also comply with 27 C.C.R. §

1 25607.1(c). Specifically, where the product sign, label, or shelf tag used to provide a warning
2 includes consumer information in a language other than English, the warning must also be
3 provided in that language in addition to English. Further, and for the avoidance of doubt, for
4 products sold in brick-and-mortar stores, the clear and reasonable warning may be given by
5 means of a shelf tag meeting the requirements of 27 CCR Section 25600.1(m), 27 CCR Section
6 25601(c),and CCR Section 25602(a)(1).

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

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

23 **3.7 Compliance with Clear and Reasonable Warning.** Purcell shall be deemed to
24 be in compliance with this Consent Judgment after the Effective Date by (A) adhering to
25 Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements adopted
26 by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) 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 Effective Date, which Covered Product is expressly subject to the releases provided in Section V.

6 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
7 Parties, CalSafe shall notice a Motion for Court Approval and, within ten (10) days of approval
8 of the Consent Judgment by the Court, comply with the requirements set forth in California
9 *Health & Safety Code* § 25249.7(f).

10 **3.10 Attorney General Objection.** If the California Attorney General objects to any
11 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a
12 timely manner, and if possible, prior to the hearing on the motion.

13 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it
14 shall be void and have no force or effect.

15 **IV. MONETARY TERMS**

16 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
17 additional settlement payments, attorney fees, and costs, Purcell shall make a total payment of
18 Thirty Thousand Dollars (\$30,000.00) (the “Total Settlement Amount”), apportioned into a Civil
19 Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

20 **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*
21 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Purcell
22 agrees to pay Three Thousand Dollars (\$3,000.00) in Civil Penalties. The Civil Penalty payment
23 will be apportioned in accordance with California *Health & Safety Code* §§ 25249(c)(1), (d),
24 with seventy-five (75) percent of these funds remitted to OEHHA, and the remaining twenty-
25 five (25) percent of the funds retained by CalSafe. Within ten (10) days of the Effective Date,
26 Purcell shall issue a check to “OEHHA” in the amount of Two Thousand Two Hundred and Fifty
27 Dollars (\$2,250.00), with “Prop 65 Penalties” written in the Memo Line; and Purcell shall,
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1 pursuant to the instructions below, wire to CalSafe the amount of Seven Hundred and Fifty
2 Dollars (\$750.00).

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

5 For United States Postal Delivery Service:

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

11 For Non-United States Postal Delivery Service:

12 Mike Gyurics
13 Fiscal Operations Branch Chief
14 Office of Environmental Health Hazard Assessment
15 1001 I Street MS #19B
16 Sacramento, CA 95814

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

18 **Wire Instructions:**

19 Account Name: The Law Offices of Joseph R. Manning
20 Bank Name: J.P. Morgan Chase Bank, N.A.
21 Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
22 Routing Number: 322271627
23 Wire Routing / ABA Number: 021000021
24 Swift Code: CHASUS33
25 Account Number: 579068902

26 For further benefit of: Civil Penalty Payment Case No. 23CV047006

27 **4.3 Attorney Fees and Costs.** Within ten (10) days of the Effective Date, Purcell
28 agrees to pay Twenty-Seven Thousand Dollars (\$27,000.00) to CalSafe and its counsel of record
for all fees and costs incurred in investigating, bringing this matter to the attention of Purcell,
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
Routing Number: 322271627
Wire Routing / ABA Number: 021000021
Swift Code: CHASUS33
Account Number: 579068902

For further benefit of: Attorney’s Fees Case No. 23CV047006

4.4 In the event that Purcell 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, Purcell shall be deemed to be in material breach of its obligations under this Consent Judgment. CalSafe shall provide written notice of delinquency to Purcell via electronic mail to Purcell’s counsel of record. If Purcell 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, Purcell agrees to pay Calsafe’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.

6.2 If Purcell seeks to modify this Consent Judgment under Paragraph 5.1, then Purcell must provide written notice to Calsafe of its intent (“Notice of Intent”). If Calsafe seeks to meet and confer regarding the proposed modification in the Notice of Intent, then Calsafe shall provide

1 written notice of intent to meet and confer to Purcell within thirty (30) days of receiving the Notice
2 of Intent. The Parties shall then meet and confer in good faith in person, via telephone, or via
3 video conference within thirty (30) days of Calsafe's written notice of intent to meet and confer.
4 Within thirty (30) days of such a meeting, if Calsafe disputes the proposed modification, Calsafe
5 shall provide Purcell a written basis for its opposition. The Parties shall continue to meet and
6 confer for an additional thirty (30) days in an effort to resolve any remaining disputes. Should it
7 become necessary, the Parties may agree in writing to different deadlines for the meet-and-confer
8 period.

9 **6.3** In the event that Purcell initiates or otherwise requests a modification under
10 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a
11 modification of the Consent Judgment, Purcell shall reimburse Calsafe its costs and reasonable
12 attorney fees for the time spent in the meet-and-confer process and filing and arguing the motion.

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

14 **7.1** This Consent Judgment shall have no application to any Covered Product that is
15 distributed or sold exclusively outside the State of California and/or that is not used by California
16 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or
17 environmental exposures arising under Proposition 65, nor shall it apply to any other Purcell
18 products other than the Covered Product.

19 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution
20 between Calsafe, on behalf of itself and its respective officers, directors, shareholders, employees,
21 agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public
22 interest, and Purcell and its respective officers, directors, shareholders, employees, agents, parent
23 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
24 distributors, wholesalers, or retailers, and all other upstream and downstream entities in the
25 distribution chain of the Covered Product and the predecessors, successors, and assigns of any of
26 them (collectively, "Released Parties"). The Released Parties include C & S Wholesale Grocers,
27 Inc. and R-Ranch Market, Incorporated.
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1 **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute
2 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to
3 lead in the Covered Product as set forth in the Notice and Complaint.

4 **7.4 Calsafe Release of Purcell(s).** Calsafe, on behalf of itself and its respective
5 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
6 and affiliates and on behalf of the public interest fully releases and discharges Released Parties
7 from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties,
8 fees costs, and expenses asserted, or that could have been asserted based on or related to the
9 handling, use, sale, distribution, or consumption of the Covered Product in California, as to any
10 alleged violation of Proposition 65 or its implementing regulations up through the Effective Date,
11 based on a failure to provide Proposition 65 warning on the Covered Product with respect to lead
12 as set forth in the Notice and Complaint.

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

19 **7.6 California Civil Code Section 1542.** It is possible that other claims not known to
20 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the
21 Covered Product, will develop or be discovered. Calsafe on behalf of itself only, and PURCELL
22 on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover
23 and include all such claims up through and including the Effective Date, including all rights of
24 action therefore. Calsafe and Purcell acknowledge that the claims released in Section VII above
25 may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such
26 unknown claims. California *Civil Code* § 1542 reads as follows:
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1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR, AT THE TIME OF EXECUTING THE
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
6 DEBTOR OR RELEASED PARTY

7
8 **VIII. SEVERABILITY**

9 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court
10 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable
11 provisions shall not be adversely affected.

12 **IX. GOVERNING LAW**

13 **9.1** The terms and conditions of this Consent Judgment shall be governed by and
14 construed in accordance with the laws of the State of California.

15 **X. PROVISION OF NOTICE**

16 **10.1** All notices required to be given to either Party to this Consent Judgment by the
17 other shall be in writing and sent to the following agents listed below via first-class mail or
18 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be
19 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall
20 take effect on the date the return receipt is signed by the Party receiving the change.

21 Notice for Calsafe shall be sent to:

22 Joseph R. Manning, Jr.
23 26100 Towne Centre Drive
24 Foothill Ranch, CA 92610
25 Tel: Office (949) 200-8757 Fax: (866) 843-8309
26 p65@manninglawoffice.com

27 Notice for Purcell shall be sent to:

28 George Salmas
The Food Lawyers®
1880 Century Park East
Suite 611
Los Angeles, CA 90067

XI. EXECUTED IN COUNTERPARTS

1 **11.1** This Consent Judgment may be executed in counterparts, which taken together
2 shall be deemed to constitute one document. A facsimile or .PDF signature page shall be
3 construed to be as valid as the original signature.

4 **XII. DRAFTING**

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

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

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

19 **XIV. ENFORCEMENT**

20 **14.1** The Parties may, by motion or order to show cause before the Superior Court of
21 Alameda County, enforce the terms and conditions of this Consent Judgment. In any successful
22 action brought by Calsafe to enforce this Consent Judgment, Calsafe may seek whatever fines,
23 costs, penalties, or remedies as are provided by law for failure to comply with this Consent
24 Judgment.

25 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

26 **15.1** This Consent Judgment contains the sole and entire agreement and understanding
27 of the Parties with respect to the entire subject matter herein, including any and all prior
28 discussions, negotiations, commitments, and understandings related thereto. No representations,

1 oral or otherwise, express or implied, other than those contained herein have been made by any
2 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
3 deemed to exist or to bind any Party.

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

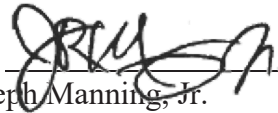
6 **XVI. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.**

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

11
12 **IT IS SO STIPULATED.**

13
14 DATED: 4/3/2024, 2024

MANNING LAW, APC

15 By: 
16 Joseph Manning, Jr.

17 *Attorney for Plaintiff*
18 *Calsafe Research Center, Inc.*

19
20 DATED: 3/19/2024, 2024

CALSARE RESEARCH CENTER, INC.

21 By: 
22 Eric Fairon, CEO
23 Calsafe Research Center, Inc.

24
25 DATED: _____, 2024

PURCELL INTERNATIONAL

26 By: _____
27 Colleen Purcell, President
28 Purcell International

1 oral or otherwise, express or implied, other than those contained herein have been made by any
2 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
3 deemed to exist or to bind any Party.

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

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

11
12 **IT IS SO STIPULATED.**

13
14 DATED: _____, 2024

MANNING LAW, APC

15 By: _____
16 Joseph Manning, Jr.

17 *Attorney for Plaintiff*
18 *Calsafe Research Center, Inc.*

CALSAFE RESEARCH CENTER, INC.

19
20 DATED: _____, 2024

21 By: _____
22 Eric Fairon, CEO
23 Calsafe Research Center, Inc.

PURCELL INTERNATIONAL

24
25 DATED: March 28, 2024

26 By: *Colleen Purcell-Kangas*
27 Colleen Purcell, President
28 Purcell International

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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