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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

THE VITAMIN SHOPPE,
QUALITY PASTA COMPANY,

AND

DOES 1-25 INCLUSIVE

Defendants,

Case No.37-2024-00027106-CU-NP-CTL

**(PROPOSED) STIPULATED
CONSENT JUDGMENT**

**(Health & Safety Code §24249, et.
seq.)**

INTRODUCTION

1.1 The Parties

This Stipulated Consent Judgment (“Stipulated Consent Judgment”) is hereby entered into by and between Keep America Safe And Beautiful (“KASAB”) and Quality Pasta LLC, hereafter referred to as the “Party” or “QUALITY PASTA.” KASAB is a Nonprofit Public Benefit Corporation in California who seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products.

1 **1.2 Allegations and Representations**

2 (a) KASAB alleges that QUALITY PASTA is a person in the course of doing business for
3 purposes of Proposition 65, Cal. Health & Safety Code § 25249.6 et seq., and has offered for sale
4 in the State of California and sold in California the “High Protein Shells & Cheese” that when
5 used as intended exposes consumers to Cadmium and that such sales have not been accompanied
6 by Proposition 65 warnings. Cadmium is listed under Proposition 65 as a chemical known to the
7 State of California to cause cancer and reproductive harm. KASAB has cited the Quality Pasta
8 “High Protein Shells & Cheese” as a specific example of the product that is the subject of its
9 allegations.

10 (b) QUALITY PASTA does not admit and denies the material, factual, and legal
11 allegations contained in the Notice (defined hereinbelow at Section 1.4) and Complaint (defined
12 hereinbelow at Section 1.5), and maintains that all products sold, distributed, or offered for sale in
13 California by QUALITY PASTA are in compliance with all laws, including, without limitation,
14 Proposition 65.

15 (c) The Parties enter into this Stipulated Consent Judgment to resolve all Proposition 65
16 claims concerning the Products (defined hereinbelow at Section 1.3) set forth in the Notice,
17 including claims against upstream and downstream harvesters, suppliers, manufacturers,
18 distributors, wholesalers, marketplace hosts, licensors, licensees, auctioneers, franchisors,
19 franchisees, dealers, customers, retailers, and affiliates, as well as any related corporate entities,
20 including their parents, subsidiaries and corporate affiliates, who allegedly violated Proposition
21 65 by distributing the Products in California without warnings.

22 **1.3 Covered Products**

23 The products that are covered by this Settlement Agreement are defined as, Quality Pasta
24 “High Protein Shells & Cheese” manufactured, distributed, sold, or offered for sale by QUALITY
25 PASTA in the State of California (the “Products”).

26 **1.4 Notice of Violation**

27 On or about June 28, 2023, KASAB served QUALITY PASTA and all public
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1 enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the
2 State of California with a document entitled “60-Day Notice of Violation” (the “Notice”) that
3 provided QUALITY PASTA, and such public enforcers with notice that alleged that QUALITY
4 PASTA was in alleged violation of Proposition 65 for failing to warn consumers and customers
5 that the Products exposed users in California to Cadmium. No public enforcer diligently
6 prosecuted the claims alleged in the Notice within sixty days plus service time relative to the
7 provisions of the Notice to them by KASAB.

8 **1.5 Complaint**

9 On June 7, 2024, KASAB initiated this action by filing a Complaint for Civil Penalties
10 and Injunctive Relief (the “Complaint”) pursuant to Health & Safety Code § 24249.5 et seq.
11 (“Proposition 65”) against QUALITY PASTA. In the Complaint, KASAB alleges that the
12 Products contain Cadmium, a chemical listed under Proposition 65 as a carcinogen and
13 reproductive toxin. KASAB alleges that these products expose consumers to Cadmium at a
14 concentration level requiring a Proposition 65 warning. KASAB alleges that QUALITY PASTA
15 qualifies as a “Person” within the meaning of Proposition 65, and that QUALITY PASTA
16 manufactures, distributes, and/or offers for sale its products in the State of California.

17 **1.6 No Admission**

18 On August 13, 2025 QUALITY PASTA filed its Answer to the Complaint wherein
19 QUALITY PASTA denied the allegations in the Notice and Complaint and asserted affirmative
20 defenses. QUALITY PASTA continues to deny the material allegations contained in KASAB’s
21 Notice and Complaint and maintains that it has not violated Proposition 65. Nothing in this
22 Stipulated Consent Judgment shall be construed as an admission by QUALITY PASTA of any
23 fact, finding, issue of law, or violation of law, or any other statutory, regulatory, common law, or
24 equitable doctrine; nor shall compliance with this Stipulated Consent Judgment constitute or be
25 construed as an admission by QUALITY PASTA of any fact, finding, conclusion, issue of law, or
26 violation of law, such being specifically denied by QUALITY PASTA. However, this section
27 shall not diminish or otherwise affect the obligations, responsibilities, and duties of QUALITY
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PASTA under this Stipulated Consent Judgment.

1.7 Execution/Effective Date

1.7.1 For purposes of this Stipulated Consent Judgment, the term “Execution Date” shall mean the date this Stipulated Consent Judgment is fully executed by the Parties.

1.7.2 For purposes of this Stipulated Consent Judgment, the term “Effective Date” shall mean the date that this Stipulated Consent Judgment has been executed and approved and entered by the Court including implementation of the injunctive relief measures provided at Section 2. herein (“Injunctive Relief”).

1.8 Sell-Through

The injunctive requirements of Section 2 herein shall not apply to Products that are already manufactured, packaged, inventoried, warehoused, or put into the stream of commerce between the Execution Date and one hundred and twenty (120 days) after the Effective Date (“Sell-Through Products”), which Sell-Through Products are expressly subject to and have the benefit of the releases provided in Sections 6.2 to 6.6 herein. Sell-Through Products may be sold, offered for sale, and distributed in/to California without compliance with the injunctive provisions of Section 2 herein.

2. INJUNCTIVE RELIEF: WARNINGS OR REFORMULATION

Compliance with Proposition 65 Warning Regulations. As of the Effective Date, and except for Sell-Through Products, QUALITY PASTA, at its sole discretion, agrees to either (a) cease selling, offering for sale or distributing the Products in California (“Ceases Selling”), (b) manufacture, import, or otherwise source for authorized sale in California only Reformulated Products, as defined pursuant to Section 2.4 hereinbelow, or (c) provide a clear and reasonable Proposition 65 warning on the Products pursuant to Sections 2.1 to 2.3 hereinbelow, to be in compliance with Proposition 65 and this Stipulated Consent Judgment.

A. WARNINGS

2.1 Provide a Proposition 65 Warning Label on the Products. Unless QUALITY PASTA Ceases Selling or complies with Section 2.4 herein, QUALITY PASTA shall provide

1 Proposition 65 warnings on the labels of the Products to consist of either a Warning or an
2 Alternative Warning described in Sections 2.1(a) or (b), respectively, as follows:

3 (a) The “Warning” shall consist of the following boxed statement:

4 (i)

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

8 or

9 (ii)

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

13 or

14 (iii)

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

18 (b) QUALITY PASTA may, but is not required to, use the alternative short-form warning
19 as set forth in this Section 2.1(b) (“Alternative Warning”), which shall consist of either
20 one of the following boxed statements:

21 (i)

22 **WARNING:** Risk of cancer and reproductive harm from exposure to Cadmium. See
23 www.P65Warnings.ca.gov/food.

24 or

(ii)

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

or

(iii)

CALIFORNIA WARNING: Risk of cancer and reproductive harm from exposure to Cadmium. See www.P65Warnings.ca.gov/food

or

(iv)

CALIFORNIA WARNING: Can expose you to Cadmium, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food

or

(v)

CA WARNING: Risk of cancer and reproductive harm from exposure to Cadmium.
See www.P65Warnings.ca.gov/food.

or

(vi)

CA WARNING: Can expose you to Cadmium, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food.

2.2 The **Warning or Alternative Warning (collectively the “Warnings”)** provided pursuant to Section 2.1(a) or (b) must have the term “**CA WARNING**” or “**CALIFORNIA WARNING**” or “**WARNING:**” printed in all capital letters and in bold print. The Warnings shall be prominently displayed on the Products’ label, labeling or sign and displayed with such conspicuousness, as compared with other words, statements, or designs or devices on the label, labeling, or sign as to render the Warning likely to be seen, read and understood by an ordinary individual under customary conditions of purchase or use. The warning requirements set forth

1 herein are recognized by the Parties as not being the exclusive manner of providing a warning for
2 the Products. Warnings may be provided as specified in the Prop. 65 regulations, in effect as of
3 the Effective Date and/or as amended in the future. In the event that the State of California and/or
4 the OEHHA promulgates one or more regulations requiring or permitting warning text and/or
5 methods of transmission different than those set forth above, QUALITY PASTA shall be entitled
6 to use, at its discretion, such other warning text and/or method of transmission without being
7 deemed in breach of this Stipulated Consent Judgment. If regulations or legislation are enacted or
8 issued providing that a Proposition 65 warning for the Products is no longer required, a lack of
9 warning will not thereafter be a breach of this Stipulated Consent Judgment.

10 **2.3 Internet Warnings**

11 Consistent with this Stipulated Consent Judgment, including Section 2.4 below, if, after the
12 Effective Date, and except for Sell-Through Products, QUALITY PASTA sells the Products to
13 consumers located in California, via the internet, on each of their own respective proprietary
14 internet websites, or any affiliated websites or a third-party website over which either QUALITY
15 PASTA has control to post warnings, that QUALITY PASTA shall provide warnings for each
16 Product both on the Product label in accordance with Section 2.2 – if testing in accordance with
17 Section 2.4 inclusive herein shows an exceedance of the Daily Cadmium Exposure Level– by
18 prominently displaying the warning on each of its own proprietary internet websites, or any
19 affiliated websites or third party website over which QUALITY PASTA has control to post
20 warnings, to the California consumer during the purchase of the Products for delivery within
21 California without requiring customers to seek out the warning (the “Internet Warning”). If
22 required, QUALITY PASTA will ensure this Internet Warning or a clearly marked hyperlink to the
23 warning using the words “CA WARNING” or “CALIFORNIA WARNING” or “WARNING”
24 given in conjunction with the sale of the Products via the company’s internet to California
25 customers appears on the same web page on which the Products are displayed in California or is
26 otherwise prominently displaying the warning to the customer prior to completing the purchase.
27 To the extent that the current Proposition 65 requirements for Internet Warnings are changed,
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1 QUALITY PASTA may elect to adhere to any such changes in lieu of that which is set forth herein.
2 Where QUALITY PASTA sells, ships, or distributes the Products to third-party retailers or e-
3 commerce marketplaces for resale of the Products in California, QUALITY PASTA will advise
4 them, in writing, of the Internet Warning requirements, if applicable, under this Stipulated Consent
5 Judgment.

6 B. TESTING

7 **2.4 Testing the Product for Cadmium.** In the alternative to Warnings and/or the
8 Internet Warning, and except for Sell-Through Products, QUALITY PASTA may sell or distribute
9 (and/or cause to be sold) Products, including Products sold/supplied directly to retailers or via the
10 internet, without the Warnings and Internet Warnings described in Sections 2.1-2.3 if the Product
11 does not expose a person to a “Daily Cadmium Exposure Level” of more than 4.1 micrograms of
12 cadmium based on a single serving per day. The “Daily Cadmium Exposure Level” shall be
13 calculated by multiplying the recommended serving size of the Product, as noted on the product
14 package, by the concentration of cadmium in the Products. For purposes of measuring and
15 determining compliance with the Daily Cadmium Exposure Level, the average cadmium level of
16 four (4) randomly selected samples of the Product shall be controlling so long as the exposure level
17 in each of the samples is below 150 percent of the Daily Cadmium Exposure Level. A “sample”
18 for this purpose shall be a composite of one complete sales unit of the Product.

19 (b) Testing and Quality Control Methodology

20 All Cadmium concentration testing pursuant to this Agreement shall be performed
21 by or at the direction of QUALITY PASTA using a laboratory method that complies with the
22 performance and quality control factors appropriate for the method used, including limit of
23 detection, limit of quantification, accuracy, and precision, as described herein.

24 For purposes of measuring and determining the concentration of cadmium in the
25 product, Products shall be tested for cadmium at an ISO certified laboratory after being prepared
26 as directed on the product package. The Products shall be prepared as directed on the product
27 package, and cooked for consumption, in deionized water (cadmium-free) that is not salted. After
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1 cooking and being drained to dry, the Products shall be homogenized for testing via ICP-MS
2 (inductively coupled plasma mass spectrometry (“ICP-MS”)) and tested via standard protocols (*e.g.*
3 EPA method 6020 or method 6020a) to a reporting limit of 1 ppb (0.001 µg-Cd/g).

4 **2.5 Compliance with Regulations.** QUALITY PASTA shall be deemed to comply
5 with this Stipulated Consent Judgment by either adhering to Sections 2.1-2.4 of this Stipulated
6 Consent Judgment or by complying with warning requirements and/or safe harbor levels adopted
7 by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”), as of
8 the Effective Date and as amended in the future.

9 **2.6 Entry of Consent Judgment.** Upon execution of this Stipulated Consent Judgment
10 by the Parties, KASAB shall file and notice a Motion for Court Approval of this Consent Judgment
11 and, within ten (10) days of approval of the Consent Judgment by the Court, comply with the
12 requirements set forth in California Health & Safety Code § 25249.7(f).

13 **2.7 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 **2.8 Void if Not Approved.** If this Stipulated Consent Judgment is not approved by the
17 Court, it shall be void and have no force or effect.

18
19 **3. CIVIL PENALTY & REIMBURSEMENT OF FEES AND COSTS**

20 **3.1** Payment pursuant to Health & Safety Code Section 25249.7(b). QUALITY PASTA
21 shall pay a Civil Penalty of \$1,000.00 to be apportioned in accordance with California Health &
22 Safety Code § 25192, with 75% of these funds remitted to the State of California’s Office of
23 Environmental Health Hazard Assessment (CCR Title 11 Div 4-Proposition 65 Private
24 Enforcement) and the remaining 25% of the penalty remitted to KASAB, as provided by
25 California Health & Safety Code § 25249.7. The Civil Penalty payment(s) shall be delivered to
26 the addresses identified in Section 3.3, below. For all amounts due and owing that are not
27 received within the payment times set forth below, QUALITY PASTA shall pay a late civil
28 penalty payment fee equal to \$100/day to be allocated in accordance with California Health &

1 Safety Code § 25249.12(c)(1) and (d).

2 **3.2 Civil Penalty.** QUALITY PASTA shall issue two separate checks for the Civil
3 Penalty payment to (a) “OEHHA” in the amount of \$750.00 (75%); and to (b) “Law Offices of
4 Stephanie Sy” in the amount of \$250.00 (25%). The Civil Penalty payment(s) shall be delivered
5 to the addresses identified in Section 3.3, below. The Civil Penalty payments herein shall be paid
6 within ten (10) business days of the Effective Date.

7 **3.3 Payment Procedures.**

8 **(a) Issuance of Payments.** Payments shall be delivered as follows:

9 (i) All payments owed to KASAB, pursuant to Section 3.1 shall be
10 delivered to the following payment address:

11 Stephanie Sy
12 Law Offices of Stephanie Sy
13 11622 El Camino Real, Suite 100
14 San Diego, CA 92130

15 (ii) All payments owed to OEHHA (EIN: 68-0284486), pursuant to § 3.1
16 shall be delivered directly to OEHHA (Memo Line “Prop 65 Penalties”) at the
17 following addresses, and shall be sent no later than five (5) business days following
18 the Effective Date:

19 For United States Postal Service Delivery:

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

25 For Non-United States Postal Service Delivery:

26 Mike Gyurics
27 Fiscal Operations Branch Chief
28 Office of Environmental Health Hazard Assessment
 1001 I Street
 Sacramento, CA 95814

(b) Copy of Payments to OEHHA. QUALITY PASTA agrees to provide
KASAB’s counsel with a copy of the checks payable to OEHHA, simultaneous with its

1 penalty payments to KASAB, to be delivered to the address provided in Section 3.2(a)(i),
2 as proof of payment to OEHHA.

3 (c) **Tax Documentation.** KASAB agrees to provide IRS W-9 forms for each
4 of the following payees under this Stipulated Consent Judgment concurrently with delivery
5 of the executed copy of the Stipulated Consent Judgment to QUALITY PASTA:

6 (i) “Law Offices of Stephanie Sy” at the address provided in Section
7 3.3(a)(i); and

8 (ii) “Office of Environmental Health Hazard Assessment” at 1001 I
9 Street, Sacramento, CA 95814.

10 3.4 QUALITY PASTA will pay KASAB’s counsel \$13,000.00 for attorneys’ fees, expert
11 and investigation fees, and related costs associated with this matter and the Notice and Complaint
12 and incurred as a result of investigating, bringing this matter to QUALITY PASTA’s attention,
13 filing the enforcement lawsuit and negotiating a settlement. Payment of said monies shall be
14 made via bank wire to the “Law Offices of Stephanie Sy” no later than ten (10) business days of
15 the Effective Date.

16 3.5 The Law Offices of Stephanie Sy agree to provide QUALITY PASTA with tax
17 identification information, including W-9 information, within two (2) business days following the
18 Effective Date.

19 3.6 Other than the payment specified herein, each side is to bear its own attorneys’
20 fees and costs.

21 **4. RETENTION OF JURISDICTION**

22 4.1 This Court shall retain jurisdiction over this matter to enforce, modify, or
23 terminate this Stipulated Consent Judgment.

24 **5. MODIFICATION OF CONSENT JUDGMENT**

25 5.1 This Stipulated Consent Judgment may be modified only as to the injunctive terms
26 by (A) written stipulation of the Parties and upon entry by the Court of a modified consent
27 judgment, or (B) by motion of either Party pursuant to this Section 5 and upon entry by the Court
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1 of a modified consent judgment.

2 5.2 If QUALITY PASTA seeks to modify this Stipulated Consent Judgment, then
3 QUALITY PASTA must provide written notice to KASAB of its intent (“Notice of Intent”). If
4 KASAB seeks to meet and confer regarding the proposed modification in the Notice of Intent,
5 then KASAB shall provide written notice of intent to meet and confer to QUALITY PASTA
6 within thirty (30) days of receiving the Notice of Intent. The Parties shall then meet and confer in
7 good faith in person, via telephone, or via video conference within thirty (30) days of KASAB’s
8 written notice of intent to meet and confer. Within thirty (30) days of such a meeting, if KASAB
9 disputes the proposed modification, KASAB shall provide QUALITY PASTA a written basis for
10 its opposition. The Parties shall continue to meet and confer for an additional thirty (30) days in
11 an effort to resolve any remaining disputes. Should it become necessary, the Parties may agree in
12 writing to different deadlines for the meet-and-confer period.

13 **6. CLAIMS COVERED AND RELEASED**

14 **6.1 Binding Effect, Release of All Claims, Claims Released**

15 This Stipulated Consent Judgment shall have no application to any Product that is
16 distributed or sold exclusively outside the State of California and/or that is not used by California
17 consumers. Nothing in this Stipulated Consent Judgment is intended to apply to any occupational
18 or environmental exposures arising under Proposition 65.

19 6.2 This Stipulated Consent Judgment is a full, final, and binding resolution between
20 KASAB, on behalf of itself and its respective officers, directors, shareholders, employees, agents,
21 parent companies, subsidiaries, divisions, and affiliates and on behalf of the public interest, and
22 QUALITY PASTA and its respective officers, directors, shareholders, owners, members, partners,
23 marketers, employees, agents, principals, parent companies, subsidiaries, divisions, affiliates,
24 franchisors, franchisees, licensors, licensees, customers, suppliers, distributors, wholesalers, or
25 retailers, purchasers, users, and all other upstream and downstream persons and entities in the
26 distribution chain of the Products including, but not limited to, The Vitamin Shoppe and the
27 predecessors, successors, assigns and affiliates of any of them (collectively, the “Released
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Parties”) from all claims for violations of Proposition 65 for exposures to cadmium from Products as set forth in the Notice. This Consent Judgment is a full, final, and binding resolution of all claims under Proposition 65 that were or could have been asserted against QUALITY PASTA and/or the Released Parties for failure to comply with Proposition 65 for alleged exposure to cadmium from Products.

6.3 Compliance with the terms of this Stipulated Consent Judgment shall be deemed to constitute compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to Cadmium from the Products as set forth in the Notice and Complaint.

6.4 KASAB Release of QUALITY PASTA. KASAB, on behalf of itself and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public interest fully releases and discharges Released Parties from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted based on or related to the handling, use, sale, distribution, or consumption of the Products in California, as to any alleged violation of Proposition 65 or its implementing regulations up through the Effective Date, based on a failure to provide Proposition 65 warnings on the Products with respect to Cadmium as set forth in the Notice and Complaint.

6.5 KASAB on its own behalf only, and QUALITY PASTA on its own behalf only, further waives and releases any and all claims they, their attorneys, or their representatives may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice and Complaint up through and including the Effective Date, provided, however, that nothing in this Section shall affect or limit any Party’s right to seek to enforce the terms of this Stipulated Consent Judgment.

6.6 California Civil Code Section 1542. It is possible that other claims not known to the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the Products, will develop or be discovered. KASAB on behalf of itself only, and QUALITY PASTA on behalf of itself only, acknowledge that this Stipulated Consent Judgment is expressly intended

1 to cover and include all such claims up through and including the Effective Date, including all
2 rights of action therefore. KASAB and QUALITY PASTA acknowledge that the claims released
3 in Sections 6.2, 6.4, and 6.5 above may include unknown claims, and nevertheless waive
4 California Civil Code § 1542 as to any such unknown claims. California Civil Code § 1542 reads
5 as follows:

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

12 This release relates to the Products only. KASAB releases no other products or claims as to other
13 products QUALITY PASTA may sell in California.

14 **6.7 QUALITY PASTA Release of KASAB**

15 Aside from any potential dispute relating to this Stipulated Consent Judgment.
16 QUALITY PASTA waives all claims against KASAB, its attorneys and other representatives, for
17 all actions taken, or statements made by KASAB and its attorneys and other representatives in the
18 course of investigating the claims or otherwise seeking enforcement of Proposition 65 against it
19 in this matter and as alleged in the Notice and Complaint with respect to the Products.

20 **7. SEVERABILITY AND MERGER**

21 If after the Effective Date of this Stipulated Consent Judgment any of the provisions of
22 this document are held by a court to be unenforceable, the validity of the enforceable provisions
23 remaining shall not be adversely affected.

24 This Stipulated Consent Judgment contains the sole and entire agreement of the Parties,
25 and all prior negotiations and understandings related hereto shall be deemed to have been merged
26 within it. No representations or terms of agreement other than those contained herein exist or
27 have been made by any Party with respect to the other Party or the subject matter hereof.

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1 **8. GOVERNING LAW**

2 8.1 The terms and conditions of this Stipulated Consent Judgment shall be governed
3 by and construed in accordance with the laws of the State of California. In the event that
4 Proposition 65 is repealed, or is otherwise rendered inapplicable, amended, or clarified for any
5 reason, including but not limited to changes in the law, then QUALITY PASTA may file a
6 motion or request to the court to amend, modify or terminate this Stipulated Consent Judgment to
7 provide that a Proposition 65 warning on the Products is no longer required, and KASAB shall
8 not oppose the motion unless it believes under the law that the amendment, modification or
9 termination of this Stipulated Consent Judgment is not justified by the repeal of Proposition 65 or
10 the amendment, change, clarification, or inapplicability of the law pertaining to Proposition 65 as
11 it relates to this Stipulated Consent Judgment. Upon the granting of any such motion, this
12 Stipulated Consent Judgment shall be null and void and QUALITY PASTA shall have no further
13 injunctive obligations pursuant to this Stipulated Consent Judgment effective the Effective Date
14 of the repeal, amendment, clarification or change in the law with respect to, and to the extent that,
15 the Products are so affected. In the event the OEHHA adopts a regulation or safe use
16 determination, or issues an interpretive guideline that exempts Products from meeting the
17 requirements of Proposition 65; or if Cadmium cases are permanently enjoined by a court of
18 competent jurisdiction; or if Proposition 65 is determined to be preempted by federal law or a
19 burden on First Amendment rights with respect to Cadmium in Products or Products
20 substantially similar to Products, then QUALITY PASTA shall have the right to file a motion
21 with the court to be relieved of its obligations to comply with Section 2 herein, effective the
22 effective date of the regulation, safe use determination, interpretive guideline, injunction,
23 preemption or First Amendment rights determination, and KASAB shall not oppose the motion
24 unless it believes a granting of the motion is not justified under the law.

25 8.2 This Stipulated Consent Judgment shall apply to and be binding upon KASAB and
26 QUALITY PASTA, and their parents, divisions, subdivisions, subsidiaries, and affiliates, if any,
27 and the Parties' predecessors, successors and assigns.
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1 8.3 The Parties, including their counsel, have participated in the preparation of this
2 Stipulated Consent Judgment and this Stipulated Consent Judgment is the result of the joint
3 efforts of the Parties. This Stipulated Consent Judgment was subject to revision and modification
4 by the Parties and has been accepted and approved as to its final form by all Parties and their
5 counsel. Accordingly, any uncertainty or ambiguity existing in this Stipulated Consent Judgment
6 shall not be interpreted against any Party because of the manner of the preparation of this
7 Stipulated Consent Judgment.

8 **9. NOTICES**

9 Unless specified herein, all correspondence and notices required to be provided pursuant
10 to this Stipulated Consent Judgment shall be in writing and delivered or sent by email and: (i)
11 first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any
12 Party by the other Party at the following addresses:

13 For QUALITY PASTA CORPORATION:

14 Sophia B. Castillo, Partner
15 Keller and Heckman LLP
16 Three Embarcadero Center, Suite 1420
 San Francisco, CA 94111

17 For KASAB:

18 Stephanie Sy, Esq.
19 Law Offices of Stephanie Sy
20 11622 El Camino Real, Suite 100
 San Diego, California 92130

21 Any Party, from time to time, may specify in writing to the other Party a change of
22 address to which all notices and other communications shall be sent.

23 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

24 This Stipulated Consent Judgment may be executed in counterparts and by means of
25 facsimile and/or portable document format (pdf), which taken together shall be deemed to
26 constitute one document.

27 **11. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

28 If a dispute with respect to either Party's compliance with the terms of this Stipulated

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.

12. ENFORCEMENT

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

13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

KASAB agrees to promptly comply with the reporting requirements set forth in California Health & Safety Code §25249.7(f).

14. MODIFICATION

Unless otherwise provided herein, this Stipulated Consent Judgment may be modified only by further written agreement of the Parties and Court approval.

15. ENTIRE AGREEMENT

This Stipulated Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Stipulated Consent Judgment have been made by any Party hereto. No supplementation, modification, waiver, or termination of this Stipulated Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Stipulated Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether similar, nor shall such waiver constitute a continuing waiver.

16. **AUTHORIZATION**

The undersigned are authorized to execute this Stipulated Consent Judgment on behalf of their respective Parties and have read, understood and agreed to all the terms and conditions of this document.

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

This Stipulated Consent Judgment has come before the Court upon the request of the Parties. The Parties request the Court to fully review this Stipulated 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 Stipulated Consent Judgment.

IT IS HEREBY SO STIPULATED:

AGREED TO:

AGREED TO:

Date: 02/04/2026

Date: February 2, 2026

By:

LANCE NGUYEN

KEEP AMERICA SAFE AND BEAUTIFUL

By:

QUALITY PASTA COMPANY LLC

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