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CalSafe Research Center, Inc.

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF ALAMEDA**

13
14 **CALSAFE RESEARCH CENTER, INC., a**
15 **California non-profit corporation,**

16 **Plaintiff,**

17 **v.**

18 **WHOLE FOODS MARKET CALIFORNIA,**
19 **INC., a California Stock Corporation; and**
20 **DOES 1 to 10,**

21 **Defendants.**

Case No.: 24CV059841

[PROPOSED] STIPULATED
CONSENT JUDGMENT

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

Complaint Filed: January 12, 2024

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 Whole Foods Market California, Inc., a California
 4 Corporation (“Defendant”) (collectively, the “Parties”).

5 **1.2 General Allegations.** On April 14, 2023, Plaintiff initiated this action by filing a
 6 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 “Stewy”s, LLC, Sweetpotato Awesome Cinnamon, (UPC#
 9 653341235244)” and “Stewy”s, LLC, Sweetpotato Awesome Sea Salt (UPC# 752830676732)
 10 (collectively the “Covered Product”) contains lead, a chemical listed under Proposition 65 as a
 11 carcinogen and reproductive toxin. Plaintiff alleges that the Covered Product exposes consumers
 12 to lead at a level requiring a Proposition 65 warning. Plaintiff alleges that Defendant qualifies as
 13 a “Person” within the meaning of Proposition 65, and that Defendant manufactures, distributes,
 14 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
 16 Plaintiff’s Notice of Violation dated September 8, 2023 (the “Notice”), that was served on the
 17 California Attorney General, other public enforcers, and Defendant. A true and correct copy of
 18 the Notice is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days
 19 have passed since the Notice was served on the Attorney General, public enforcers, and
 20 Defendant; no designated governmental entity has filed a Complaint against Defendant with
 21 regard to the Covered Product or the alleged violations.

22 **1.4** Plaintiff’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 Defendant, which is a violation of California *Health & Safety Code § 25249.6*. Defendant
 25 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.
 28 Defendant denies the material, factual, and legal allegations in the Notice and Complaint and

1 maintains that all of the products, including the Covered Product, that it sold and/or distributed
 2 for sale in California have been and are in compliance with all laws. Nothing in this Consent
 3 Judgment nor compliance with this Consent Judgment shall constitute or be construed as an
 4 admission by Defendant or by any of their respective officers, directors, shareholders,
 5 employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees,
 6 customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue
 7 of law, or violation of law, such specifically denied by the Defendant. This Section shall not,
 8 however, diminish or otherwise affect Defendant’s obligations, responsibilities, and duties under
 9 this Consent Judgment.

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

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

15 **II. JURISDICTION AND VENUE**

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

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

25 **III. INJUNCTIVE RELIEF**

26 **3.1 Lead Reduction, Target Level, Compliance Date.** Beginning on the Effective
 27 Date, Defendant shall reduce the level of lead in the Covered Product, if necessary, shipped for
 28 sale 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 concerning
3 warnings.

4 **3.2 Shipped for Sale in California.** “Shipped for Sale in California” means the
5 Covered Product that Defendant either directly ships to California for sale in California, or that
6 it sells to a distributor or retailer who Defendant knows will sell the Covered Product to
7 consumers in California. Where a retailer or distributor sells the Covered Product both in
8 California and other states, Defendant shall take commercially reasonable steps to ensure that
9 the only Covered Product that is sold in California is in compliance with Paragraph 3.1 through
10 3.6.

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

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

19 (A)

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

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

25 (B)

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

28 or

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
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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 **3.7 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 Notice and Cure.** For purposes of this Consent Judgment, Defendant may satisfy
12 the warning requirement by providing the required information in compliance with 27 C.C.R. §
13 25600.2 (2020) to any business that is subject to Proposition 65 to which it is selling or
14 transferring the Covered Product. If Plaintiff alleges that any Covered Product fails to adhere to
15 this Consent Judgment, then Plaintiff shall inform Defendant of its test results, including
16 information sufficient to permit Defendant to identify the Covered Product at issue and
17 investigate. Defendant shall, within thirty (30) days following such notice, provide Plaintiff with
18 testing information demonstrating Defendant’s compliance with the Consent Judgment, or proof
19 that omission of the Warning was due to the Covered Product being packaged, distributed,
20 shipped or sold prior to the Effective Date. The Parties shall first attempt to resolve the matter
21 prior to Plaintiff taking any further legal action.

22 **3.10 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
23 Parties, Plaintiff shall notice a Motion for Court Approval and, within ten (10) days of approval
24 of the Consent Judgment by the Court, comply with the requirements set forth in California
25 *Health & Safety Code* § 25249.7(f).

26 **3.11 Attorney General Objection.** If the California Attorney General objects to any
27 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a
28 timely manner, and if possible, prior to the hearing on the motion.

1 **3.12 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it
2 shall be void and have no force or effect.

3 **IV. MONETARY TERMS**

4 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
5 additional settlement payments, attorney fees, and costs, Defendant shall make a total payment
6 of Seventeen Thousand Five Hundred Dollars (\$17,500.00) (the “Total Settlement Amount”),
7 apportioned into a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and
8 4.3, below.

9 **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*
10 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Defendant
11 agrees to pay One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) in Civil Penalties.
12 The Civil Penalty payment will be apportioned in accordance with California *Health & Safety*
13 *Code* §§ 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and
14 the remaining twenty-five (25) percent of the funds retained by Plaintiff. Within thirty (30) days
15 of the Effective Date, Defendant shall issue a check to “OEHHA” in the amount of One
16 Thousand Three Hundred and Twelve Dollars and Fifty Cents (\$1,312.50), with “Prop 65
17 Penalties” written in the Memo Line; and Defendant shall, pursuant to the instructions below,
18 wire to Plaintiff the amount of Four Hundred and Thirty-Seven Dollars and Fifty Cents
19 (\$437.50).

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

22 For United States Postal Delivery Service:
23 Mike Gyurics
24 Fiscal Operations Branch Chief
25 Office of Environmental Health Hazard Assessment
26 P.O. Box 4010
27 Sacramento, CA 95812-4010

28 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. 24CV059841

4.3 Attorney Fees and Costs. Within thirty (30) days of the Effective Date, Defendant agrees to pay Fifteen Thousand Seven Hundred and Fifty Dollars (\$15,750.00) 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. 24CV059841

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

1 to Defendant's counsel of record. If Defendant fails to deliver any portion of or all of the Total
2 Settlement Amount within five (5) days from the written notice, the Total Settlement Amount
3 shall accrue interest at the statutory judgment interest rate provided in *California Code of Civil*
4 *Procedure* § 685.010. Additionally, Defendant agrees to pay Plaintiff's reasonable attorney fees
5 and costs for any efforts to collect the payment due under this Consent Judgment.

6 **V. RETENTION OF JURISDICTION**

7 **5.1** This Court shall retain jurisdiction over this matter to enforce, modify, or terminate
8 this Consent Judgment.

9 **VI. MODIFICATION OF CONSENT JUDGMENT**

10 **6.1** This Consent Judgment may be modified only as to the injunctive terms by
11 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,
12 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a
13 modified consent judgment.

14 **6.2** If Defendant seeks to modify this Consent Judgment under Paragraph 5.1, then
15 Defendant must provide written notice to Plaintiff of its intent ("Notice of Intent"). If Plaintiff
16 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then Plaintiff
17 shall provide written notice of intent to meet and confer to Defendant within thirty (30) days of
18 receiving the Notice of Intent. The Parties shall then meet and confer in good faith in person, via
19 telephone, or via video conference within thirty (30) days of Plaintiff's written notice of intent to
20 meet and confer. Within thirty (30) days of such a meeting, if Plaintiff disputes the proposed
21 modification, Plaintiff shall provide Defendant a written basis for its opposition. The Parties shall
22 continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining
23 disputes. Should it become necessary, the Parties may agree in writing to different deadlines for
24 the meet-and-confer period.

25 **6.3** In the event that Defendant initiates or otherwise requests a modification under
26 Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a
27 modification of the Consent Judgment, Defendant shall reimburse Plaintiff its costs and
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1 reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing
2 the motion.

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

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

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

17 **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute
18 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to
19 lead in the Covered Product as set forth in the Notice and Complaint.

20 **7.4 Plaintiff Release of Defendant.** Plaintiff, on behalf of itself and its respective
21 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
22 and affiliates and on behalf of the public interest fully releases and discharges Released Parties
23 from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties,
24 fees costs, and expenses asserted, or that could have been asserted based on or related to the
25 handling, use, sale, distribution, or consumption of the Covered Product in California, as to any
26 alleged violation of Proposition 65 or its implementing regulations up through the Effective Date,
27 based on a failure to provide Proposition 65 warning on the Covered Product with respect to lead
28 as set forth in the Notice and Complaint.

1 7.5 Plaintiff on its own behalf only, and Defendant on its own behalf only, further
2 waives and releases any and all claims they, their attorneys, or their representatives may have
3 against each other for all actions or statements made or undertaken in the course of seeking or
4 opposing enforcement of Proposition 65 in connection with the Notice and Complaint up through
5 and including the Effective Date, provided, however, that nothing in this Section shall affect or
6 limit any Party’s right to seek to enforce the terms of the Consent Judgment.

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

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

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25 **VIII. SEVERABILITY**

26 8.1 In the event that any of the provisions of this Consent Judgment are held by a court
27 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable
28 provisions shall not be adversely affected.

IX. GOVERNING LAW

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

1 **X. PROVISION OF NOTICE**

2 **10.1** All notices required to be given to either Party to this Consent Judgment by the
3 other shall be in writing and sent to the following agents listed below via first-class mail or
4 electronic mail. Any Party may modify the person/entity or address to whom the notice is to be
5 sent by sending the other Party notice by certified mail, return receipt requested. Said change shall
6 take effect on the date the return receipt is signed by the Party receiving the change.

7 Notice for Plaintiff shall be sent to:

8 Michael J. Manning
9 26100 Towne Centre Drive
10 Foothill Ranch, CA 92610
11 Tel: Office (949) 200-8757 Fax: (866) 843-8309
12 P65@manninglawoffice.com

13 Notice for Defendant shall be sent to:

14 J.T. Wells Blaxter
15 Blaxter Blackman LLP
16 601 Montgomery Street
17 Suite 1110
18 San Francisco, CA 94111
19 (415) 500-7700
20 wblaxter@blaxterlaw.com

21 **XI. EXECUTED IN COUNTERPARTS**

22 **11.1** This Consent Judgment may be executed in counterparts, which taken together
23 shall be deemed to constitute one document. A facsimile or .PDF signature page shall be
24 construed to be as valid as the original signature.

25 **XII. DRAFTING**

26 **12.1** The terms of this Consent Judgment have been reviewed by the respective counsel
27 for each Party prior to its signing, and each Party has had the opportunity to fully discuss the
28 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

1 all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties
2 participate equally in the preparation and drafting of this Consent Judgment.

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

4 **13.1** If a dispute with respect to either Party's compliance with the terms of this
5 Consent Judgment entered by the Court, the Parties shall meet and confer in person, by
6 telephone, by video conference, and/or in writing and endeavor to resolve the dispute in an
7 amicable manner. No action or motion may be filed with the Court in the absence of such a good
8 faith attempt to resolve the dispute beforehand.

9 **XIV. ENFORCEMENT**

10 **14.1** The Parties may, by motion or order to show cause before the Superior Court of
11 Alameda County, enforce the terms and conditions of this Consent Judgment. In any successful
12 action brought by Plaintiff to enforce this Consent Judgment, Plaintiff may seek whatever fines,
13 costs, penalties, or remedies as are provided by law for failure to comply with this Consent
14 Judgment.

15 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

16 **15.1** This Consent Judgment contains the sole and entire agreement and understanding
17 of the Parties with respect to the entire subject matter herein, including any and all prior
18 discussions, negotiations, commitments, and understandings related thereto. No representations,
19 oral or otherwise, express or implied, other than those contained herein have been made by any
20 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be
21 deemed to exist or to bind any Party.

22 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
23 by the Party he or she represents to stipulate to this Consent Judgment.

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

25 **16.1** This Consent Judgment has come before the Court upon the request of the Parties.
26 The Parties request the Court to fully review this Consent Judgment and, being fully informed
27 regarding the matters which are the subject of this action, make the findings pursuant to
28 California *Health and Safety Code* § 25249(f)(4) and approve this Consent Judgment.

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IT IS SO STIPULATED.

DATED: 2/27/2026, 2026

PLAINTIFF

DocuSigned by:

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

DEFENDANT

DATED: 2-27, 2026

By: [Signature]
Whole Foods Market California, Inc.

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

Dated: _____

JUDGE OF THE SUPERIOR COURT