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5 *Attorney for Plaintiff*  
 6 *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 **CAMPO D'ORO USA, INC., an Illinois**  
 19 **Domestic Corporation; and DOES 1 to 10,**

20 **Defendants.**

Case No.: 23CV056351

[PROPOSED] STIPULATED  
 CONSENT JUDGMENT

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

Complaint Filed: December 18, 2023  
 Trial Date: TBD

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1 **I. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between CalSafe  
3 Research Center, Inc. (“Plaintiff”), and Campo D’Oro USA, Inc. (“Defendant”) (collectively,  
4 the “Parties”).

5 **1.2 General Allegations.** On December 18, 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 “Sundried Tomato Pate” (UPC# 812334031380)” (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 exposes consumers to lead at a level requiring a  
11 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 July 27, 2023 and later amended on September 21, 2023  
16 (the “Notice”), that was served on the California Attorney General, other public enforcers, and  
17 Defendant. A true and correct copy of the Notice is attached hereto as **Exhibit A** and  
18 incorporated by reference. More than 60 days have passed since the Notice was served on the  
19 Attorney General, public enforcers, and Defendant; no designated governmental entity has filed  
20 a Complaint against Defendant with 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

1 for sale in California have been and are in compliance with all laws. Nothing in this Consent  
2 Judgment nor compliance with this Consent Judgment shall constitute or be construed as an  
3 admission by Defendant or by any of their respective officers, directors, shareholders,  
4 employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees,  
5 customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue  
6 of law, or violation of law, such specifically denied by the Defendant. This Section shall not,  
7 however, diminish or otherwise affect Defendant's obligations, responsibilities, and duties under  
8 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 Defendant 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, Defendant shall reduce the level of lead in the Covered Product, if necessary, shipped for  
27 sale in California to an exposure level of no more than 0.5 micrograms of lead per serving, with  
28 serving size measured by the serving size specified on the label of the Covered Product (the

1 “Target Level”), or be subject to the provisions of Paragraphs 3.3 through 3.6 concerning  
2 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 **WARNING:** Consuming this product can expose you to lead, which is known to the  
20 State of California to cause cancer and birth defects or other reproductive harm. For  
21 more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

22 (B)

23 **WARNING:** Cancer and Reproductive Harm—[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

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

1 type size smaller than six (6) point type. The warning shall also comply with 27 C.C.R. §  
2 25607.1(c). Specifically, where the product sign, label, or shelf tag used to provide a warning  
3 includes consumer information in a language other than English, the warning must also be  
4 provided in that language in addition to English.

5 **3.5 Warnings for Internet Sales.** For any Covered Product sold over the internet  
6 where it will be shipped to California, the warning shall be displayed as follows: (A) on the  
7 primary display page for the Covered Product; (B) as a clearly marked hyperlink using the word  
8 “WARNING” in all capital and bold letters on the Covered Product’s primary display page, so  
9 long as the hyperlink goes directly to a page prominently displaying the warning without content  
10 that detracts from the warning; (C) on the checkout page or any other page in the checkout  
11 process when a California delivery address is indicated for the purchase of the Covered Product  
12 and with the warning clearly associated with the Covered Product to indicate that the Covered  
13 Product is subject to the warning; or (D) by otherwise prominently displaying the warning to the  
14 purchaser prior to completing the purchase of the Covered Product. The warning is not  
15 prominently displayed if the purchaser must search for it in the general content of the website.

16 **3.6 Warning Prominence.** Defendant agrees that each warning shall be prominently  
17 placed with such conspicuousness, as compared with the other words, statements, designs, or  
18 devices, as to render it likely to be read and understood by an ordinary individual under  
19 customary conditions before purchase or use.

20 **3.7 Compliance with Clear and Reasonable Warning.** Defendant shall be deemed  
21 to be in compliance with this Consent Judgment after the Effective Date by (A) adhering to  
22 Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements adopted  
23 by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”)   
24 applicable to the Covered Product and chemical at issue.

25 **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III  
26 shall not apply to the Covered Product that is already in the stream of commerce or to Covered  
27 Product that was supplied or contracted to be supplied to third parties within, or prior to, six (6)  
28

1 months after the Effective Date, which Covered Product is expressly subject to the releases  
2 provided in Section V.

3 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the  
4 Parties, Plaintiff shall notice a Motion for Court Approval and, within ten (10) days of approval  
5 of the Consent Judgment by the Court, comply with the requirements set forth in California  
6 *Health & Safety Code* § 25249.7(f).

7 **3.10 Attorney General Objection.** If the California Attorney General objects to any  
8 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a  
9 timely manner, and if possible, prior to the hearing on the motion.

10 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it  
11 shall be void and have no force or effect.

12 **IV. MONETARY TERMS**

13 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,  
14 additional settlement payments, attorney fees, and costs, Defendant shall make a total payment  
15 of Fourteen Thousand Dollars (\$14,000.00) (the “Total Settlement Amount”), apportioned into  
16 a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.

17 **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*  
18 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Defendant  
19 agrees to pay One Thousand Four Hundred Dollars (\$1,400.00) in Civil Penalties. The Civil  
20 Penalty payment will be apportioned in accordance with California *Health & Safety Code* §§  
21 25249(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the  
22 remaining twenty-five (25) percent of the funds retained by Plaintiff. Within fourteen (14) days  
23 of the Effective Date, Defendant shall issue a check to “OEHHA” in the amount of One  
24 Thousand and Fifty Dollars (\$1,050.00), with “Prop 65 Penalties” written in the Memo Line;  
25 and Defendant shall, pursuant to the instructions below, issue a check to Plaintiff the amount of  
26 Three Hundred and Fifty Dollars (\$350.00).

27 All payments made to OEHHA (EIN: 68-0284486) pursuant to this Paragraph shall be  
28 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

The penalty payment owed to Plaintiff shall be delivered to:

Manning Law, APC  
26100 Towne Centre Drive  
Foothill Ranch, CA 92610

Payable to: "Manning Law, APC Attorney-Client Trust Account".  
Memo: Case No. 23CV056351

**4.3 Attorney Fees and Costs.** Within fourteen (14) days of the Effective Date, Defendant agrees to issue a check to pay Twelve Thousand Six Hundred Dollars (\$12,600.00) 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.

The attorney fees and costs payment shall be delivered to:

Manning Law, APC  
26100 Towne Centre Drive  
Foothill Ranch, CA 92610

Payable to: "Manning Law, APC Attorney-Client Trust Account".  
Memo: Case No. 23CV056351

1           **4.4**     In the event that Defendant fails to remit the Total Settlement Amount or any  
2 portion thereof owed under Paragraphs 4.1 through 4.3 of this Consent Judgment before the due  
3 date, Defendant shall be deemed to be in material breach of its obligations under this Consent  
4 Judgment. Plaintiff shall provide written notice of delinquency to Defendant via electronic mail  
5 to Defendant’s counsel of record. If Defendant fails to deliver any portion of or all of the Total  
6 Settlement Amount within five (5) days from the written notice, the Total Settlement Amount  
7 shall accrue interest at the statutory judgment interest rate provided in *California Code of Civil*  
8 *Procedure* § 685.010. Additionally, Defendant agrees to pay Plaintiff’s reasonable attorney fees  
9 and costs for any efforts to collect the payment due under this Consent Judgment.

10 **V.     RETENTION OF JURISDICTION**

11           **5.1**     This Court shall retain jurisdiction over this matter to enforce, modify, or terminate  
12 this Consent Judgment.

13 **VI.    MODIFICATION OF CONSENT JUDGMENT**

14           **6.1**     This Consent Judgment may be modified only as to the injunctive terms by  
15 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,  
16 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a  
17 modified consent judgment.

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



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

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

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

12           **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution  
13 between Plaintiff, on behalf of itself and its respective officers, directors, shareholders,  
14 employees, agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the  
15 public interest, and Defendant and its respective officers, directors, shareholders, employees,  
16 agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers,  
17 suppliers, distributors, wholesalers, or retailers, and all other upstream and downstream entities  
18 in the distribution chain of the Covered Product and the predecessors, successors, assigns of any  
19 of them, including Alleged Violators as listed in the Notice: Manzo Food Sales, LLC and  
20 Amazon.com Services, LLC (collectively, "Released Parties").

21           **7.3**     Compliance with the terms of this Consent Judgment shall be deemed to constitute  
22 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to  
23 lead in the Covered Product as set forth in the Notice and Complaint.

24           **7.4 Plaintiff Release of Defendant.** Plaintiff, on behalf of itself and its respective  
25 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,  
26 and affiliates and on behalf of the public interest fully releases and discharges Released Parties  
27 from any and all claims, actions, cause of action, suits, demands, liabilities, damages, penalties,  
28 fees costs, and expenses asserted, or that could have been asserted based on or related to the

1 handling, use, sale, distribution, or consumption of the Covered Product in California, as to any  
2 alleged violation of Proposition 65 or its implementing regulations up through the Effective Date,  
3 based on a failure to provide Proposition 65 warning on the Covered Product with respect to lead  
4 as set forth in the Notice and Complaint.

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

11       **7.6** Defendant's compliance with the terms of this Consent Judgment shall constitute  
12 compliance with Proposition 65 with respect to exposure to lead in the Covered Products as set  
13 forth in the Notice and/or the Complaint. If, after the Effective Date, the California Office of  
14 Environmental Health Hazard Assessment promulgates regulations affecting the warning  
15 provisions set forth in Section 3 herein, Defendant may comply with those regulations without  
16 being deemed in breach of this Consent Judgment.

17       **7.7 California Civil Code Section 1542.** It is possible that other claims not known to  
18 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the  
19 Covered Product, will develop or be discovered. Plaintiff on behalf of itself only, and Defendant  
20 on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover  
21 and include all such claims up through and including the Effective Date, including all rights of  
22 action therefore. Plaintiff and Defendant acknowledge that the claims released in Section VII  
23 above may include unknown claims, and nevertheless waive California Civil Code § 1542 as to  
24 any such unknown claims. California *Civil Code* § 1542 reads as follows:

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26       A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
27       CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
28       EXIST IN HIS OR HER FAVOR, AT THE TIME OF EXECUTING THE  
      RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE



1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
2 DEBTOR OR RELEASED PARTY.

3 **VIII. SEVERABILITY**

4 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court  
5 of competent jurisdiction to be unenforceable, the validity of the remaining enforceable  
6 provisions shall not be adversely affected.

7 **IX. GOVERNING LAW**

8 **9.1** The terms and conditions of this Consent Judgment shall be governed by and  
9 construed in accordance with the laws of the State of California.

10 **9.2** In the event that Proposition 65 is repealed, preempted, or is otherwise rendered  
11 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
12 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or  
13 rendered inapplicable by reason of law generally as to the Covered Products or exposure to lead,  
14 then the Parties agree to stipulate or move for amendment of the Consent Judgment. Nothing in  
15 this Consent Judgment shall be interpreted to relieve Defendant from any obligation to comply  
16 with any other pertinent state or federal law or regulation.

17 **X. PROVISION OF NOTICE**

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

23 Notice for Plaintiff shall be sent to:

24 Joseph R. Manning, Jr.  
25 26100 Towne Centre Drive  
26 Foothill Ranch, CA 92610  
27 Tel: Office (949) 200-8757 Fax: (866) 843-8309  
28 P65@manninglawoffice.com

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1            Notice for Defendant shall be sent to:

2                            Leslie Beaudin  
3                            Valla Morrison & Schachne Inc., P.C.  
4                            333 Bush Street, Suite 2020  
5                            San Francisco, California 94104  
6                            Tel: Office (415) 856-9001 Fax: (415) 856-9002  
7                            Leslie.beaudin@vallalaw.com

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9            **XI. EXECUTED IN COUNTERPARTS**

10            **11.1** This Consent Judgment may be executed in counterparts, which taken together  
11 shall be deemed to constitute one document. A facsimile or .PDF signature page shall be  
12 construed to be as valid as the original signature.

13            **XII. DRAFTING**

14            **12.1** The terms of this Consent Judgment have been reviewed by the respective counsel  
15 for each Party prior to its signing, and each Party has had the opportunity to fully discuss the  
16 terms and conditions with legal counsel. The Parties agree that, in any subsequent interpretation  
17 and construction of this Consent Judgment, no inference, assumption, or presumption shall be  
18 drawn, and no provision of this Consent Judgment shall be construed against any Party, based  
19 on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted  
20 all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties  
21 participate equally in the preparation and drafting of this Consent Judgment.

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

23            **13.1** If a dispute with respect to either Party's compliance with the terms of this  
24 Consent Judgment entered by the Court, the Parties shall meet and confer in person, by  
25 telephone, by video conference, and/or in writing and endeavor to resolve the dispute in an  
26 amicable manner. No action or motion may be filed with the Court in the absence of such a good  
27 faith attempt to resolve the dispute beforehand.

28            **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,

1 costs, penalties, or remedies as are provided by law for failure to comply with this Consent  
2 Judgment.

3 **XV. ENTIRE AGREEMENT, AUTHORIZATION**

4 **15.1** This Consent Judgment contains the sole and entire agreement and understanding  
5 of the Parties with respect to the entire subject matter herein, including any and all prior  
6 discussions, negotiations, commitments, and understandings related thereto. No representations,  
7 oral or otherwise, express or implied, other than those contained herein have been made by any  
8 party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be  
9 deemed to exist or to bind any Party.

10 **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
11 by the Party he or she represents to stipulate to this Consent Judgment.

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

13 **16.1** This Consent Judgment has come before the Court upon the request of the Parties.  
14 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
15 regarding the matters which are the subject of this action, make the findings pursuant to  
16 California Health and Safety Code § 25249(f)(4) and approve this Consent Judgment.

17 **IT IS SO STIPULATED.**

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19  
20 DATED: 10/4/2024, 2024

**PLAINTIFF**

DocuSigned by:  
By: Eric Fairon  
Eric Fairon, CEO  
CalSafe Research Center, Inc.

21  
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26 DATED: October, 04, 2024

**DEFENDANT**

By: [Signature]  
  
Campo D'Oro USA, Inc.

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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