

1 **ROBINSON ZERMAY LLP**

2 Alexander K. Robinson (SBN 318125)  
3 777 S. Alameda, Second Floor  
4 Los Angeles, California 90021  
5 Tel: (213) 257-9299  
6 Email: ak@robinsonzermay.com

7 Attorneys for Plaintiff  
8 VALENTINO MCCOY-GARCIA

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES**

11  
12 VALENTINO MCCOY-GARCIA,

13 Plaintiff,

14 v.

15 KLUTCH BRANDS LLC, a Delaware limited  
16 liability company; HAPPY FRUIT CA, LLC, a  
17 California limited liability company; and  
18 DOES 1 through 100, inclusive,

19 Defendants.

CASE NO. 25STCV03271

[Assigned to the Hon. Peter A. Hernandez]

**[PROPOSED] CONSENT JUDGMENT**

Action Filed: February 5, 2025

1     **1. INTRODUCTION**

2     **1.1 Parties**

3             This Consent Judgment (“Consent Judgment”) is entered into by and between plaintiff,  
4 Valentino McCoy-Garcia (“Plaintiff”) and defendant Happy Fruit, CA LLC (“Defendant”). Plaintiff and  
5 Defendant are individually referred to as a “Party” and collectively as the “Parties.”

6     **1.2 Plaintiff**

7             Plaintiff is an individual residing in California with an interest in protecting the health of  
8 California citizens through the elimination or reduction of toxic exposure from consumer products.

9     **1.3 Defendant**

10            Defendant is a person in the course of doing business as the term is defined in Health & Safety  
11 Code section 25249.6, et seq. and its implementing regulations (“Proposition 65”).

12    **1.4 General Allegations**

13            Plaintiff alleges that Defendant manufacture, import, sell, or distribute cannabis products with  
14 Delta-9-Tetrahydrocannabinol (“Delta-9-THC”) without the clear and reasonable warning required by  
15 Proposition 65. Delta-9-THC was listed pursuant to Proposition 65 as a chemical that is known to the  
16 State of California to cause developmental and reproductive toxicity on January 3, 2020.

17    **1.5 Product Description**

18            The products covered by this Consent Judgment are cannabis products manufactured, sold,  
19 and/or distributed by Defendant (each a “Product”, and collectively, the “Products”), including but not  
20 limited to the following Products identified in the Complaint (defined in § 1.7):

- 21            1. Happy Fruit – Strawberry Lifted Lemonade Rosin Gummies
- 22            2. Happy Fruit – Moon Berry - Dozioz Rosin Gummies
- 23            3. Happy Fruit – Peaceful Pineapple Rosin Gummies
- 24            4. Happy Fruit – Peach Paradise Rosin Gummies
- 25            5. Happy Fruit – Raspberry Rosin Gummies
- 26            6. Happy Fruit – Berry Cool Rosin Gummies
- 27            7. Happy Fruit – Sublime Lemon Lime Rosin Gummies

1       **1.6 Notice of Violation**

2               On or about November 27, 2024, Plaintiff served Defendant and certain requisite public  
3 enforcement agencies with a “60-Day Notice of Violation” (“Notice”), which informed the recipients of  
4 Plaintiff’s allegation that Defendant violated Proposition 65. To the best of the Parties’ knowledge, no  
5 public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

6       **1.7 Complaint**

7               On or about February 5, 2025, Plaintiff filed his Complaint (“Complaint”) in this action against  
8 Defendant and Klutch Brands LLC (“Klutch”) alleging the violations of Health & Safety Code § 25249.6  
9 that are the subject of the Notice.

10       **1.8 No Admission**

11               Defendant denies the material, factual, and legal allegations in the Notice and Complaint and  
12 argues it manufactures, imports, sells, and/or distributes the Products to California residents in  
13 accordance with all applicable laws and regulations. This Consent Judgment shall not be construed as  
14 an admission by Defendant of any fact, finding, or conclusion, issue, or violation of law; nor shall  
15 compliance with this Consent Judgment constitute or be construed as an admission by Defendant of any  
16 fact, finding, or conclusion, issue, or violation of law, the same being specifically denied by Defendant.

17       **1.9 Consent to Jurisdiction**

18               For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction  
19 over Defendant as to the allegations in the Complaint, that venue is proper in Los Angeles County, and  
20 that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment.

21       **1.10 Effective Date**


22               For purposes of this Consent Judgment, the term “Effective Date” shall mean the date of entry  
23 of this Consent Judgment by this Court.

24       **2. INJUNCTIVE RELIEF: PROPOSITION 65 WARNINGS**


25       **2.1**     As of the Effective Date, Products manufactured for subsequent sale into California shall be  
26 accompanied by a clear and reasonable warning. Defendant shall use the warning language set forth  
27 below in 2.1(a) or 2.1(b) for Products containing Delta-9-THC, in accordance with California Code of  
28 Regulations Title 27 section 25607.41(a), which shall include a symbol consisting of a black

1 exclamation point in a yellow equilateral triangle with a bold black outline as shown below (the symbol  
2 may be provided in black or white if the color yellow is otherwise not used on the Product’s packaging).

3 **a. Delta-9 THC Warning:**

4  **WARNING:** Consuming this product during pregnancy exposes your child to delta-  
5 9-THC, which can affect your child's behavior and learning ability. For more information  
6 go to [www.P65Warnings.ca.gov/cannabis](http://www.P65Warnings.ca.gov/cannabis).

7 **b. Warning if the Product could also expose consumers to one or more listed carcinogens.**

8  **WARNING:** Consuming this product exposes you to carcinogens including [name  
9 one or more listed carcinogens], and during pregnancy exposes your child to delta-9-  
10 THC, which can affect your child's behavior and learning ability. For more information  
11 go to [www.P65Warnings.ca.gov/cannabis](http://www.P65Warnings.ca.gov/cannabis).

12 **2.3 Foreign Language Requirement.**

13 Whenever a product warning sign, label, or shelf tag includes consumer information in a  
14 language other than English, the warning must be provided in that language in addition to English.

15 **2.4 Compliance with Agreement and Changes in Regulations.**

16 Defendant’s compliance with this Consent Judgment constitutes compliance with Proposition  
17 65 with respect to the Products as set forth in the Notice and/or Complaint. If, after the Effective Date,  
18 OEHHA promulgates regulations affecting the warning provisions in this Section 2, Defendant may  
19 comply with those regulations without being deemed in breach of this Consent Judgment..

20 **3. MONETARY SETTLEMENT TERMS**

21 Defendant shall pay seventy thousand dollars (\$70,000.00) in settlement and total satisfaction  
22 of all of the claims referred to in the Notice, the Complaint, and this Consent Judgment (the “Settlement  
23 Amount”). The Settlement Amount includes civil penalties pursuant to Proposition 65 and  
24 reimbursement of Plaintiff’s attorneys’ fees and costs, as set forth in this section. Defendant shall remit  
25 the payment within fourteen (14) business days of the later of the Effective Date, or the date on which  
26 Plaintiff’s counsel provides Defendant with wire instructions for the payment and a valid W-9 tax form.

27 **3.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b).**

28 Defendant shall make a civil penalty payment of four thousand dollars (\$4,000) as a component  
of the Settlement Amount. The civil penalty payment will be allocated by Plaintiff’s counsel in

1 accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% (\$3,000) of the  
2 civil penalty payment remitted to the California Office of Environmental Health Hazard Assessment  
3 (“OEHHA”) and the remaining 25% (\$1,000) remitted to Plaintiff.

4 **3.2 Reimbursement of Fees and Costs**

5 As a component of the Settlement Amount, Defendant shall reimburse Plaintiff’s attorneys’  
6 fees and costs incurred in prosecuting the instant action, for all work performed through execution and  
7 approval of this Consent Judgment, in the amount of Sixty-Six Thousand dollars (\$66,000).

8 **4. CLAIMS COVERED AND RELEASED**

9 **4.1 Public Release of Proposition 65 Claims**

10 This Consent Judgment is a full, final, and binding resolution between Plaintiff, on behalf of  
11 himself, and acting on behalf of the public interest, and Defendant and Klutch, and Defendant’s and  
12 Klutch’s officers, directors, members, shareholders, employees, representatives, attorneys, agents, parent  
13 companies, subsidiaries, divisions, affiliates, and the predecessors, successors, and assigns of any of them  
14 (collectively “Defendant Releasees”), and all other upstream and downstream entities in the distribution  
15 chain for the Products, including but not limited to manufacturers, retailers, suppliers, distributors,  
16 franchisees, marketplace hosts, wholesalers, customers, private label customers, licensees, licensors, and  
17 cooperative members, including but not limited to Crenshaw Legacy LLC, OTC Van Nuys, Green Queen  
18 LLC, Progressive Horizon, Inc., Holistic Healing Alternative, Inc., Chron Maywood, LLC, and Gaia  
19 Gardens, LLC, and all of their officers, directors, members, shareholders, employees, representatives,  
20 attorneys, agents, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, and  
21 assigns (collectively, the “Released Parties”), for any alleged violation of Proposition 65 concerning the  
22 failure to warn about exposure to Delta-9-THC from any Products manufactured from the beginning of  
23 time up to and including the Effective Date, and fully resolves all claims that have or could have been  
24 brought in this action up to and including the Effective Date. Plaintiff on behalf of himself, and in the  
25 public interest, hereby discharges the Defendant Releasees and Released Parties from any and all claims,  
26 actions, causes of action, suits, demands, liabilities, damages, civil penalties, obligations, debts, losses,  
27 fees, costs and expenses asserted with respect to any alleged violation of Proposition 65 for Delta-9-THC  
28 from any or all of the Products manufactured prior to the Effective Date of the Consent Judgment.

1     **4.2 Individual Release of Claims**

2             Plaintiff, in his individual capacity, and in consideration of the promises and monetary payments  
3 herein, hereby releases Defendant Releasees and Released Parties, which shall be a full and final accord  
4 and satisfaction of, as well as a bar to, all actions, causes of action, obligations, costs, expenses, attorneys’  
5 fees, damages, losses, claims, liabilities, and demands of every nature, character, and kind, whether  
6 known or unknown, suspected or unsuspected, arising out of alleged or actual Proposition 65 violations,  
7 Unfair Competition Law claims, or any similar statutory or common law theory in Products manufactured  
8 on or before the Effective Date.

9     **4.3 California Civil Code § 1542**

10            Other claims not known to the Parties arising out of the facts in the Notice or allegations in the  
11 Complaint relating to the Products may hereafter be discovered or developed. Plaintiff, on his own behalf  
12 on the one hand, and Defendant, on the other hand, acknowledge that this Consent Judgment expressly  
13 covers and includes all such claims through and including the Effective Date, including all rights of action  
14 thereon. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown  
15 claims, and nevertheless intend to release such claims, and in doing so waive California Civil Code §  
16 1542 which reads as follows:

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

22            Plaintiff understands and acknowledges that the significance and consequence of this waiver is  
23 that even if Plaintiff suffers future damages arising out of or resulting from, or related directly or  
24 indirectly to, in whole or in part, the Products, including but not limited to any exposure to, or failure to  
25 warn with respect to exposure to, chemicals in or from the Products, Plaintiff will not be able to make  
26 any claim for those damages against any of the Defendant Releasees or the Released Parties.

26     **5. COURT APPROVAL**

27            On execution of this Consent Judgment by all Parties, Plaintiff shall file a noticed Motion for  
28 Approval and Entry of Consent Judgment in the above-entitled Court without additional consideration.

1 This Consent Judgment is not effective until it is approved and entered by the Court. It is the intention  
2 of the Parties that the Court approve this Consent Judgment. However, this Consent Judgment shall be  
3 null and void if, for any reason, it is not approved and entered by the Court within one year after it has  
4 been fully executed by all Parties.

5 **6. SEVERABILITY**

6 If, after this Consent Judgment is executed, any provision of this Consent Judgment is held by  
7 a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

8 **7. ENFORCEMENT**

9 Plaintiff may by motion attempt to enforce the terms and conditions contained in this Consent  
10 Judgment. Prior to bringing any motion to enforce, Plaintiff shall provide Defendant with written notice  
11 of the issue and meet and confer regarding the basis for the anticipated motion for at least thirty (30)  
12 days in an attempt to resolve it informally. No enforcement motion shall be filed during the 30-day meet-  
13 and-confer period. Should such attempts at informal resolution fail, Plaintiff may file its enforcement  
14 motion. This Consent Judgment may only be enforced by the Parties or an appropriate public enforcer.

15 **8. GOVERNING LAW**

16 The terms of this Consent Judgment shall be governed by the laws of the State of California  
17 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise  
18 rendered inapplicable by reason of law generally, or as to the Products, then Defendant may provide  
19 written notice to Plaintiff of any asserted change in the law, and have no further obligations pursuant to  
20 this Consent Judgment, with respect to, and to the extent that, the Products are so affected. Nothing in  
21 this Consent Judgment shall be interpreted to relieve Defendant from any obligation to comply with any  
22 pertinent state or federal toxics control laws.

23 **9. NOTICES**

24 Unless specified herein, all correspondence and notices required to be provided pursuant to  
25 this Consent Judgment shall be both by email and in writing and sent by: electronic mail and (i) personal  
26 delivery; (ii) first-class, registered or certified mail, return receipt requested; or (iii) a recognized  
27 overnight courier on any Party by the other Party at the following addresses:  
28

1 For Defendant:

2 Will Wagner  
3 Greenberg Traurig, LLP  
4 400 Capitol Mall, Suite 2400  
5 Sacramento, CA, 95814  
6 Will.Wagner@gtlaw.com

7 For Plaintiff:

8 Alexander K. Robinson  
9 Robinson Zermay, LLP  
10 777 S. Alameda, Second Floor  
11 Los Angeles, California 90021  
12 ak@robinsonzermay.com

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

15 **10. ENTIRE AGREEMENT; COUNTERPARTS; FACSIMILE SIGNATURES**

16 This Consent Judgment contains the entire and only agreement between the Parties and any  
17 and all prior negotiations and understandings related hereto shall be deemed to have been merged within  
18 it. There are no representations or terms of agreement made by any Party with respect to the subject  
19 matter hereof or the other Party except for those contained in this Consent Judgment. This Consent  
20 Judgment may be executed in counterparts, and by facsimile or portable document format (PDF)  
21 signature, each of which shall be deemed an original, and all of which, when taken together, shall  
22 constitute one and the same document.

23 **11. POST EXECUTION ACTIVITIES**

24 Plaintiff agrees to comply with the reporting form requirements referenced in Health & Safety  
25 Code § 25249.7(f). The Parties acknowledge that, under Health & Safety Code § 25249.7(f), a noticed  
26 motion is required to obtain judicial approval of the settlement, and each Party agrees to mutually  
27 employ their best efforts, and that of their counsel, to support the entry of this agreement as a Consent  
28 Judgment, and to obtain judicial approval of the settlement in a timely manner.

**12. MODIFICATION**

This Consent Judgment may be modified only by: (i) a written agreement of the Parties and on  
entry of a modified consent judgment by the Court thereon; or (ii) on a successful motion or application  
of any Party and the entry of a modified consent judgment by the Court.

1 **13. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their respective  
3 Parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.  
4 Each Party warrants to the other that it is free to enter into this Consent Judgment and is not subject to  
5 any conflicting obligation that will or might prevent or interfere with the execution or performance of  
6 this Consent Judgment by said Party.

7  
8 AGREED TO:

AGREED TO:

9 Date: 10/16/2025

Date: 10/10/2025

10 By:  \_\_\_\_\_  
Signed by:  
VALENTINO MCCOY-GARCIA  
0A8E2E3E74C8A4A...

By: Alec Rochford

11 VALENTINO MCCOY-GARCIA

HAPPY FRUIT CA, LLC

12 Print Name: Alec Rochford

13 Title: Chief Executive Officer

14  
15  
16  
17 **IT IS SO ORDERED.**

18  
19  
20 DATED: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Hon. Judge Peter A. Hernandez

1 **13. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their respective  
3 Parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.  
4 Each Party warrants to the other that it is free to enter into this Consent Judgment and is not subject to  
5 any conflicting obligation that will or might prevent or interfere with the execution or performance of  
6 this Consent Judgment by said Party.

7  
8 AGREED TO:

9 Date: \_\_\_\_\_

10 By: \_\_\_\_\_

11 VALENTINO MCCOY-GARCIA

AGREED TO:

9 Date: 10/10/2025

10 By: Alec Rochford

11 HAPPY FRUIT CA, LLC

12 Print Name: Alec Rochford

13 Title: Chief Executive Officer

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17 **IT IS SO ORDERED.**

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20 DATED: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Hon. Judge Peter A. Hernandez

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