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VALENTINO MCCOY-GARCIA

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

VALENTINO MCCOY-GARCIA,

Plaintiff,

v.

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

Defendants.

CASE NO. 25STCV03271

*[Assigned to the Hon. Peter A. Hernandez]*

**[PROPOSED] AMENDED CONSENT JUDGMENT**

Action Filed: February 5, 2025

This Amended Consent Judgment (“Consent Judgment”) supersedes the Consent Judgment entered in this action on November 12, 2025, and is entered by the Court pursuant to Plaintiff’s Motion to Amend Consent Judgment. The amended provisions appear in Sections 2.1, 2.2, and 3.1.

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 manufactures, imports, sells, or distributes cannabis products  
14 with Delta-9-Tetrahydrocannabinol (“Delta-9-THC”) without the clear and reasonable warning required  
15 by Proposition 65. Delta-9-THC was listed pursuant to Proposition 65 as a chemical that is known to  
16 the 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 bear  
26 a clear and reasonable warning on the Product packaging or labeling, or otherwise comply with the  
27 warning transmission methods authorized pursuant to California Code of Regulations Title 27 section  
28 25607.40. Defendant shall use the warning language set forth below in 2.1(a) or 2.1(b) for Products

1 containing Delta-9-THC,, in accordance with California Code of Regulations Title 27 section  
2 25607.41(a), which shall include a symbol consisting of a black exclamation point in a yellow equilateral  
3 triangle with a bold black outline as shown below (the symbol may be provided in black or white if the  
4 color yellow is otherwise not used on the Product’s packaging).

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

6  **WARNING:** Consuming this product during pregnancy exposes your child to delta-  
7 9-THC, which can affect your child's behavior and learning ability. For more information  
8 go to [www.P65Warnings.ca.gov/cannabis](http://www.P65Warnings.ca.gov/cannabis).

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

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

14 **2.2 Internet Warning Requirement.**

15 In addition to the warning on the Product packaging or labeling required by Section 2.1, for all  
16 Products sold to consumers in California via the internet, Defendant shall provide a clear and reasonable  
17 warning, as set forth in section 2.1 above. The warning must be displayed: (a) on the same web page on  
18 which the Product is displayed; (b) on the same web page as the order form for the Product; (c) on one  
19 or more web pages displayed to a purchaser during the checkout process; or (d) by otherwise  
20 prominently displaying the warning to the purchaser prior to completing the purchase, including, but not  
21 limited to, by way of a clearly marked hyperlink using the word “WARNING” or the words “CA  
22 WARNING” or “CALIFORNIA WARNING” on the product display page that links to the warning. .  
23 The warning shall be prominent and displayed with such conspicuousness as to render it likely to be  
24 read and understood by an ordinary individual prior to purchase.

25 Given Defendant’s lack of control over third-party websites, the online warning requirements in  
26 this Section apply only to Products sold through Defendant’s website. However, if Defendant has actual  
27 knowledge that a third-party website to which it directly sells Products is offering Products for sale in  
28 California, Defendant will instruct such third-party website sellers to provide the same online warning,  
as set forth above, as a condition of selling the Product in California.

1 **2.3 Foreign Language Requirement.**

2 If a product warning sign, label, or shelf tag, or website includes consumer information in a  
3 language other than English, the warning must be provided in that language in addition to English.

4 **2.4 Compliance with Agreement and Changes in Regulations.**

5 Defendant’s compliance with this Consent Judgment constitutes compliance with Proposition  
6 65 with respect to the Products and the listed chemical as set forth in the Notice and/or Complaint. If,  
7 after the Effective Date, OEHHA promulgates alternative warning regulations applicable to the Products  
8 and chemical at issue in this matter, Defendant may comply with those alternative warning regulations  
9 without being deemed in breach of this Consent Judgment..

10 **3. MONETARY SETTLEMENT TERMS**

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

17 **3.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b).**

18 Defendant shall make a civil penalty payment of four thousand dollars (\$4,000) as a component  
19 of the Settlement Amount. The civil penalty payment will be allocated by Plaintiff’s counsel in  
20 accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% (\$3,000) of the  
21 civil penalty payment remitted to the California Office of Environmental Health Hazard Assessment  
22 (“OEHHA”) and the remaining 25% (\$1,000) remitted to Plaintiff.

23 **3.2 Reimbursement of Fees and Costs**

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

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1     **4. CLAIMS COVERED AND RELEASED**

2     **4.1 Public Release of Proposition 65 Claims**

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

21     **4.2 Individual Release of Claims**

22             Plaintiff, in his individual capacity, and in consideration of the promises and monetary payments  
23 herein, hereby releases Defendant Releasees and Released Parties, which shall be a full and final accord  
24 and satisfaction of, as well as a bar to, all actions, causes of action, obligations, costs, expenses, attorneys'  
25 fees, damages, losses, claims, liabilities, and demands of every nature, character, and kind, whether  
26 known or unknown, suspected or unsuspected, arising out of alleged or actual Proposition 65 violations,  
27 Unfair Competition Law claims, or any similar statutory or common law theory in Products manufactured  
28 on or before the Effective Date. For the avoidance of doubt, this release applies to cannabis products

1 manufactured, sold, and/or distributed by Defendant after the Effective Date using labeling or packaging  
2 manufactured from the beginning of time up to and including the Effective Date.

3 **4.3 California Civil Code § 1542**

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

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

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

21 **5. COURT APPROVAL**

22 On execution of this Consent Judgment by all Parties, Plaintiff shall file a noticed Motion for  
23 Approval and Entry of Consent Judgment in the above-entitled Court without additional consideration.  
24 This Consent Judgment is not effective until it is approved and entered by the Court. It is the intention  
25 of the Parties that the Court approve this Consent Judgment. However, this Consent Judgment shall be  
26 null and void if, for any reason, it is not approved and entered by the Court within one year after it has  
27 been fully executed by all Parties.

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1       **6. SEVERABILITY**

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

4       **7. ENFORCEMENT**

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

11       **8. GOVERNING LAW**

12             The terms of this Consent Judgment shall be governed by the laws of the State of California  
13 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise  
14 rendered inapplicable by reason of law generally, or as to the Products, the Parties may move the Court  
15 for modification of this Consent Judgment to reflect such changes in the law. Plaintiff shall not contest  
16 the filing of such a motion for modification without good cause. Nothing in this Consent Judgment  
17 shall be interpreted to relieve Defendant from any obligation to comply with any pertinent state or federal  
18 toxics control laws.

19       **9. NOTICES**

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

24  
25       For Defendant:  
26             Will Wagner  
27             Greenberg Traurig, LLP  
28             400 Capitol Mall, Suite 2400  
              Sacramento, CA, 95814  
              Will.Wagner@gtlaw.com

1 For Plaintiff:

2 Alexander K. Robinson  
3 Robinson Zermay, LLP  
4 777 S. Alameda, Second Floor  
5 Los Angeles, California 90021  
6 ak@robinsonzermay.com

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

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

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

17 **11. POST EXECUTION ACTIVITIES**

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

23 **12. MODIFICATION**

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

27 **13. AUTHORIZATION**

28 The undersigned are authorized to execute this Consent Judgment on behalf of their respective  
Parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.  
Each Party warrants to the other that it is free to enter into this Consent Judgment and is not subject to

any conflicting obligation that will or might prevent or interfere with the execution or performance of this Consent Judgment by said Party.

AGREED TO:

Date: 3/8/2026

Signed by: Valentino McCoy-Garcia  
0AE82E3E74C84A4...

VALENTINO MCCOY-GARCIA

AGREED TO:

Date: 02/20/2026

Signed by: Alec Rochford  
46B4EFBB82E1449...

HAPPY FRUIT CA, LLC

Print Name: Alec Rochford

Title: CEO

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2026

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