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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

17 Clean Product Advocates, LLC,
18 Plaintiff,
19 vs.
20 Mary's Gone Crackers, Inc.; DOES 1-100,
21 Defendants.

22 Case No.: 26NWCV00584

23 **[PROPOSED] STIPULATED CONSENT**
24 **JUDGMENT**

25 Health & Safety Code § 25249.5 *et seq.* Action
26 *Hon. Sherry Powell, Dept. D*

27 Complaint Filed: February 18, 2026
28 Trial Date: None set

1 **1. INTRODUCTION**

2 **1.1** On February 18, 2026, Plaintiff Clean Product Advocates, LLC (“CPA”), as a
3 private enforcer and in the public interest, initiated this action by filing a Complaint for
4 Injunctive and Declaratory Relief and Civil Penalties (the “Complaint”) pursuant to the
5 provisions of California Health and Safety Code section 25249.5 et seq. (“Proposition 65”),
6 against Defendant Mary’s Gone Crackers, Inc. (“MGC”). In this action, CPA alleges that certain
7 products manufactured, distributed, or sold by MGC contains lead, a chemical listed under
8 Proposition 65 as a carcinogen and/or reproductive toxin, and exposes consumers at a level
9 requiring a Proposition 65 warning. The products (referred to hereinafter as the “Covered
10 Products”) are Whole Grain Crackers With Seeds (such as MGC’s Original and Super Seed
11 crackers) that MGC has manufactured, imported, sold, offered for sale or distributed in
12 California.

13 **1.2** CPA and MGC are hereinafter referred to individually as a “Party” or collectively
14 as the “Parties.”

15 **1.3** For purposes of this Stipulated Consent Judgment (“Consent Judgment”), the
16 Parties agree that MGC is a business entity that has employed ten or more persons at all times
17 relevant to this action and qualify as a “person in the course of doing business” within the
18 meaning of Proposition 65.

19 **1.4** The Complaint is based on allegations contained in CPA’s Notice of Violation
20 (“Notice”) dated September 19, 2025, served on MGC and the California Attorney General and
21 other public enforcers. More than 60 days have passed since the Notice was served on the
22 Attorney General, public enforcers and MGC, and no designated governmental entity has filed a
23 Complaint against MGC with regard to the Covered Products or the alleged violation.

24 **1.5** CPA’s Notice and Complaint alleges that use of the Covered Products by
25 California consumers exposes them to lead without first receiving a clear and reasonable warning
26 from MGC, in violation of California Health and Safety Code section 25249.6. MGC denies all
27 material allegations contained in the Notice and Complaint.

28 **1.6** The Parties have entered into this Consent Judgment in order to settle,

1 compromise, and resolve disputed claims and avoid prolonged and costly litigation. MGC denies
2 the material, factual, and legal allegations in the Notice and Complaint and maintains that, to the
3 best of its knowledge, all of the products, including the Covered Products, that it manufactured,
4 sold and/or distributed for sale in California have been and are in compliance with all laws.
5 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or
6 be construed as an admission by MGC, or by its officers, directors, shareholders, employees,
7 agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers, suppliers,
8 distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law, violation of
9 law, or of fault, wrongdoing, or liability, such being specifically denied by MGC.

10 **1.7** 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 these proceedings.

13 **1.8** The Effective Date of this Consent Judgment is the date that Notice is served that
14 the Consent Judgment is entered as a Judgment by this Court.

15 **2. JURISDICTION AND VENUE**

16 For purposes of this Consent Judgment and any further court action that may become
17 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject
18 matter jurisdiction over the allegations of violations contained in the Complaint and personal
19 jurisdiction over MGC as to the allegations in the Complaint, that venue is proper in Los Angeles
20 County, and that this Court has jurisdiction to approve, enter, and oversee the enforcement of this
21 Consent Judgment as a full and final resolution of all claims that were or could have been
22 asserted in this action based on the facts alleged in the Notice and Complaint.

23 **3. INJUNCTIVE RELIEF, REFORMULATION, AND WARNINGS**

24 **3.1** Beginning no later than ninety (90) days after the Effective Date (the
25 “Compliance Date”), Covered Products that MGC directly manufactures for sale in the State of
26 California, “Distributes into the State of California,” or sells in the State of California shall either
27 be: (a) Reformulated Products pursuant to Section 3.1.2 below; or (b) labeled with a clear and
28 reasonable exposure warning pursuant to Section 3.2 below. For purposes of this Consent

1 Judgment, “Reformulated Products” are the Covered Products that are in compliance with the
2 standard set forth in Section 3.1.2 below. The warning requirement set forth in Section 3.2 below
3 shall not apply to Reformulated Products as described further in Section 3.1.2 below.

4 **3.1.1** As used in this Consent Judgment, the term “Distributes into the State of
5 California” shall mean to directly ship a Covered Products into California for sale in California
6 or to sell Covered Products to a distributor that MGC knows will sell the Covered Products in
7 California.

8 **3.1.2** “Reformulated Products” shall mean Covered Products that do not expose
9 a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead per day. For
10 purposes of this Consent Judgment, the “Daily Lead Exposure Level” shall be measured in
11 micrograms, and shall be calculated using the following formula: micrograms of lead per gram
12 of product, multiplied by grams of product per serving of the product as stated in the Nutrition
13 Facts on the label, which equals micrograms of lead exposure per day. Conformance with the
14 “Daily Lead Exposure Level” shall be based upon testing of a composite sample from a
15 combined entire package of the Covered Products.

16 **3.1.3** So long as MGC can provide documentation regarding the product date, if
17 requested in writing by CPA, Covered Products manufactured, shipped, sold, or Distributed into
18 the State of California by MGC prior to the Compliance Date are not bound by the injunctive
19 terms set forth in this Section, including but not limited to, the Daily Lead Exposure Level, and
20 warning and testing requirements. Instead, these products may be sold “as is” to California
21 consumers and are released by Section 8 of this Consent Judgment.

22 **3.2 Clear and Reasonable Warnings**

23 Beginning no later than the Compliance Date, a clear and reasonable exposure warning as
24 set forth in this Section 3.2 must be provided for all Covered Products that MGC directly
25 manufactures for sale in the State of California, “Distributes into the State of California,” or sells
26 in the State of California that is not a Reformulated Product. If MGC is required to provide a
27 warning pursuant to Section 3.1, the warning must consist of one of the following (“Warning”):
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WARNING: Consuming this product can expose you to lead which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

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

(B) For warnings affixed to the packaging or label, MGC may, but is not required to, use the alternative short-form warning as set forth in this Section 3.2(B) as follows:

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

or

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

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

For Covered Products manufactured and packaged prior to January 1, 2028, MGC may, at its option use the following statement for warnings affixed to the packaging or label:

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov/food.

The Warning shall be securely affixed or printed upon the label of Covered Products and must be set off from other surrounding information and enclosed in a box. In addition, for any Covered Products sold over the internet through ecommerce channels controlled by MGC, the requirements of this Section shall be satisfied if the Warning, or a clearly marked hyperlink using the word “**WARNING,**” and in all capital and bold letters appears on the product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase when a California delivery address is indicated for any purchase of any Covered Products. If a hyperlink is used, the hyperlink must go directly to a page prominently displaying the Warning without content that detracts from the Warning. An asterisk or other identifying method must be utilized to identify which products on the checkout page are subject to the Warning.

1 The Warning shall be at least the same size as the largest of any other health or safety
2 warnings also appearing on the website or on the label and the word “WARNING” shall be in all
3 capital letters and in bold print. No statements intended to or likely to have the effect of
4 diminishing the impact of the Warning on the average lay person shall accompany the Warning.
5 Further, no statements may accompany the Warning that state or imply that the source of the
6 listed chemical has an impact on or results in a less harmful effect of the listed chemical.

7 MGC must display the above Warning with such conspicuousness, as compared with
8 other words, statements or designs on the label, or on their websites, if applicable, to render the
9 Warning likely to be read and understood by an ordinary individual under customary conditions
10 of purchase or use.

11 For purposes of this agreement, the term “label” means a display of written, printed or
12 graphic material that is printed on or affixed to a Covered Products or its immediate container or
13 wrapper.

14 For purposes of this agreement, when MGC is required to provide a warning for a
15 Covered Products pursuant to Section 3, MGC may satisfy the warning requirement by providing
16 the required information in compliance with 27 C.C.R. Section 25600.2 (2024) to any business
17 that is subject to Proposition 65 to which it is selling or transferring the Covered Products.

18 **3.3 Compliance with Proposition 65.** The Parties agree that MGC shall be deemed
19 to be in compliance with this Agreement by either adhering to Section 3 of this Agreement or by
20 complying with warning regulations adopted by the State of California’s OEHHA applicable to
21 the Product and the exposures at issue.

22 **3.4 Warning for Internet Sales by Third Parties.** If a Covered Products is being
23 sold by an online third-party seller or downstream reseller customer (collectively referred to as
24 “Third-Party Seller(s)”), who are subject to Proposition 65 and known to, and authorized by
25 MGC to sell such Covered Products in California, and MGC cannot itself post the warning on
26 the authorized Third-Party Seller’s website because it lacks control over such authorized Third-
27 Party Seller’s website, then MGC must notify the authorized Third-Party Seller and/or its
28 authorized agent of the authorized Third-Party Seller’s duty to provide an internet warning as

1 part of the condition of sale of the Covered Products. Third-Party Sellers that do not provide the
2 Warning after being instructed or notified by MGC to do so, as outlined in Section 3.2, are not
3 released from liability for violations of Proposition 65. **[Integrated from below]**

4 **3.5 Foreign Language Warning Requirement:** If “consumer information,” as that
5 term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be
6 amended from time to time, is provided in a foreign language, MGC shall provide the Warning
7 in the foreign language in accordance with applicable warning regulations adopted by OEHHA.

8 **4. SETTLEMENT PAYMENT**

9 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
10 attorney’s fees, and costs, MGC shall make a total payment of \$28,000.00 (“Total Settlement
11 Amount”) to CPA within thirty (30) days of the Effective Date. MGC shall make this payment
12 by wire transfer to CPA’s account, for which CPA will give MGC the necessary account
13 information. The Total Settlement Amount shall be apportioned as follows:

14 **4.2** \$2,000.00 shall be considered a civil penalty pursuant to California Health and
15 Safety Code section 25249.7(b)(1). CPA shall remit 75% (\$1,500.00) of the civil penalty to the
16 Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe
17 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
18 Code section 25249.12(c). CPA will retain the remaining 25% (\$500.00) of the civil penalty.

19 **4.3** \$26,000.00 shall be distributed to CPA as reimbursement of CPA’s attorney fees
20 and costs. Except as explicitly provided herein, each Party shall bear its own fees and costs.

21 **5. MODIFICATION OF CONSENT JUDGMENT**

22 This Consent Judgment may be modified only as to injunctive terms (i) by written
23 stipulation of the Parties and upon entry by the Court of a modified consent judgment or (ii) by
24 motion of either Party and upon entry by the Court of a modified consent judgment. In the event
25 that Proposition 65, either as a whole or as specifically applicable to the Covered Products or
26 listed chemicals at issue in the case, is repealed or federally preempted, or if new or different
27 safe harbor levels are established as applicable to the Covered Products, or if Proposition 65 is
28 otherwise rendered inapplicable to the Covered Products or the listed chemicals at issue in this

1 case, by any final California regulation or statute, or by a decision of the California Supreme
2 Court or the United States Supreme Court or by the California legislature or the United States
3 Congress, or if any provision of this Consent Judgment is specifically rendered inapplicable or
4 no longer required as to the Covered Products as a result of any such regulatory or statutory
5 change, repeal or preemption or decision of the California Supreme Court or the United States
6 Supreme Court, or due to binding federal laws or regulations, then MGC may provide written
7 notice to CPA of any asserted change in the law and seek modification of this Consent Judgment
8 pursuant to this Section.

9 **6. JURISDICTION AND ENFORCEMENT OF CONSENT JUDGMENT**

10 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
11 this Consent Judgment.

12 **7. APPLICATION OF CONSENT JUDGMENT**

13 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
14 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
15 divisions, franchisees, licensees, customers (excluding private labelers), distributors,
16 wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment shall have
17 no application to any Covered Products that are distributed or sold exclusively outside the State
18 of California and that are not intended for manufacture, distribution, or selling to California
19 consumers.

20 **8. RELEASE OF ALL CLAIMS**

21 **8.1** This Consent Judgment is a full, final, and binding resolution between CPA, on
22 behalf of itself and in the public interest, and MGC and its past and present officers, directors,
23 shareholders, members, marketplaces, employees, representatives, agents, attorneys, insurers,
24 parent companies, subsidiaries, divisions, subdivisions, partners, suppliers, franchisees,
25 licensees, customers, distributors, wholesalers, retailers, sister companies, affiliated entities, and
26 the predecessors, successors, and assigns of any of them (collectively, the “MGC Releasees”)
27 and all entities from whom they obtain and to whom they directly or indirectly distribute or sell
28 Covered Products, or the materials contained therein, including but not limited to manufacturers,

1 suppliers, distributors, wholesalers, customers, licensors, licensees, retailers, and all other
2 upstream and downstream entities in the distribution chain of any Covered Products, and the
3 predecessors, successors, and assigns of any of them (collectively, “Released Parties”), of all
4 claims for violations of Proposition 65 based on exposure to lead from the Covered Products
5 manufactured, distributed, or sold by MGC within 90 days after the Effective Date as set forth in
6 the Notice and Complaint. It is the Parties’ intention that this Consent Judgment shall have
7 preclusive effect such that no other actions by private enforcers, whether purporting to act in his,
8 her, or its interests or the public interest shall be permitted to pursue and take any action with
9 respect to any violation of Proposition 65 based on exposure to lead from the Covered Products
10 that was alleged in the Notice and Complaint, or that could have been brought pursuant to the
11 Notice and Complaint against MGC, MGC Releasees, and the Released Parties (“Proposition 65
12 Claims”). MGC’s compliance with the terms of this Consent Judgment constitutes compliance
13 with Proposition 65 by MGC with regard to exposure to lead from the Covered Products.

14 **8.2** CPA, acting in the public interest, releases the Released Parties from any and all
15 claims for violations of Proposition 65 up through the Effective Date based on exposure to lead
16 from the Covered Products as set forth in the Notice of Violation. CPA fully releases and
17 discharges the Released Parties from any and all claims, actions, causes of action, suits,
18 demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have
19 been asserted from the handling, use, or consumption of the Covered Products, as to any alleged
20 violation of Proposition 65 or its implementing regulations arising from the failure to provide
21 Proposition 65 warnings for the Covered Products regarding lead, up to and including the
22 Effective Date. However, Third-Party Sellers that do not provide the Warning after being
23 instructed or notified by MGC to do so, as outlined in Section 3.2, are not released from liability
24 for violations of Proposition 65.

25 **8.3** CPA, its past and current agents, representatives, attorneys, and successors and
26 assignees, and not in its representative capacity, hereby covenants not to sue and waives all
27 rights to institute or participate in, directly or indirectly, any form of legal action and releases
28 MGC, MGC Releasees, and Released Parties from all claims that it may have, including without

1 limitation, any and all manner of actions, all causes of action in law and in equity, claims,
2 demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages,
3 charges, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or
4 unknown, in law or equity, fixed or contingent, now or in the future, with respect to any alleged
5 violations of Proposition 65 related to or arising from Covered Products manufactured,
6 distributed, or sold by MGC, MGC Releasees, and Released Parties, provided, however, that
7 nothing in Section 8 shall affect or limit any Party's right to seek to enforce the terms of this
8 Consent Judgment. It is possible that other claims not known to the Parties, arising out of the
9 facts alleged in the Notice and Complaint, and relating to the Covered Products, will develop or
10 be discovered. With respect to the foregoing waivers and releases in this paragraph, CPA hereby
11 specifically waives any and all rights which it now has, or may in the future have, conferred by
12 virtue of the provisions of section 1542 of the California Civil Code. CPA acknowledges that this
13 Consent Judgment is expressly intended to cover and include all such claims, including all rights
14 of action therefore, and nevertheless waive California Civil Code section 1542 as to any such
15 unknown claims. California Civil Code section 1542 reads as follows:

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

22 CPA acknowledges and understands the significance and consequences of this specific
23 waiver of California Civil Code section 1542.

24 **8.4** MGC waives any and all claims against CPA, its attorneys and other
25 representatives, for any and all actions taken, or statements made (or those that could have been
26 taken or made) by CPA and its attorneys and representatives, whether in the course of
27 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
28 and with respect to Covered Products.

8.5 Compliance with the terms of this Consent Judgment shall be deemed to
constitute compliance with Proposition 65 by any of the Released Parties regarding alleged

1 exposure to lead in the Covered Products, as set forth in the Notice and Complaint.

2 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

3 In the event that any of the provisions of this Consent Judgment is held by a court to be
4 unenforceable, the validity of the remaining enforceable provisions shall not be adversely
5 affected.

6 **10. GOVERNING LAW**

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

9 **11. PROVISION OF NOTICE**

10 All notices required to be given to either Party to this Consent Judgment by the other
11 shall be in writing and sent to the following agents listed below via first-class mail or via
12 electronic mail where required. Courtesy copies via email may also be sent.

13 **FOR CPA:**

14 CLIFFWOOD LAW FIRM
15 Elham Shabatian, Bar No. 221953
16 12100 Wilshire Boulevard, Suite 800
17 Los Angeles, California 90025
18 Tel: (310) 200-3227
19 ellie@cliffwoodlaw.com

20 And

21 **FOR MGC:**

22 With Copy To:
23 STEPTOE LLP
24 Natalie E. Rainer, (SBN 252456)
25 nrainer@steptoe.com
26 One Market Plaza
27 Steuart Tower, 10th Floor, Suite 1070
28 San Francisco, CA 94105
Tel: (415) 365-6700

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

1 **12. COURT APPROVAL**

2 **12.1** Upon execution of this Consent Judgment by the Parties, CPA shall file a Motion
3 for Court Approval.

4 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
5 the Parties shall use their best efforts to resolve the concern in a timely manner, and, if possible,
6 prior to the hearing on the motion.

7 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be void
8 and have no force or effect. In such case, the Parties agree to meet and confer on how to proceed
9 and if such agreement is not reached within 30 days, the case shall proceed on its normal course.

10 **13. EXECUTION AND COUNTERPARTS**

11 This Consent Judgment may be executed in counterparts, each of which shall be deemed
12 an original, and all of which, when taken together shall be deemed to constitute one document. A
13 facsimile or .pdf signature shall be construed to be as valid as the original signature.

14 **14. DRAFTING**

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

21 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

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

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1 **16. ENFORCEMENT**

2 The Parties may, by motion or order to show cause before the Superior Court of Los
3 Angeles County, enforce the terms and conditions contained in this Consent Judgment. A Party
4 who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be
5 required to pay the prevailing party's reasonable attorney's fees and costs. Nothing in this
6 Section shall preclude a Party from seeking an award of sanctions pursuant to law.

7 **17. ENTIRE AGREEMENT, AUTHORIZATION**

8 **17.1** This Consent Judgment contains the sole and entire agreement and understanding
9 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,
10 negotiations, commitments, and understandings related hereto shall be deemed to have been
11 merged within it. No representations, oral or otherwise, express or implied, other than those
12 contained herein have been made by any Party. No other terms of agreement, oral or otherwise,
13 unless specifically referred to herein, shall be deemed to exist or to bind any Party.

14 **17.2** The undersigned are authorized to execute this Consent Judgment on behalf of
15 their respective Parties and have read, understood, and agree to all of the terms and conditions of
16 this document and certify that he or she is fully authorized by the Party he or she represents to
17 execute the Consent Judgment on behalf of the Party represented and legally bind that Party.
18 Except as explicitly provided herein each Party is to bear its own fees and costs.

19 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
20 **CONSENT JUDGMENT**

21 This Consent Judgment has come before the Court upon the request of the Parties. The
22 Parties request the Court to fully review this Consent Judgment and, being fully informed
23 regarding the matters which are the subject of this action, to:

24 (1) Find that the terms and provisions of this Consent Judgment represent a
25 fair and equitable settlement of all matters raised by the allegations of the Complaint that the
26 matter has been diligently prosecuted, and that the public interest is served by such settlement;

27 (2) Make the findings pursuant to California Health and Safety Code section
28 25249.7(f)(4) and approve the Settlement, and the Consent Judgment; and

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ORDER APPROVING AGREEMENT

Based upon the Parties' stipulation and good cause appearing, this agreement is approved and is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2026

JUDGE OF THE SUPERIOR COURT