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10 *CalSafe Research Center, Inc.*

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

12 **COUNTY OF LOS ANGELES**

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

17 Plaintiff,

18 v.

19 SUPERHUMAN INC.; and DOES 1 to 100,

20 Defendants.
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Case No.: 26TRCV02298

[PROPOSED] STIPULATED
CONSENT JUDGMENT

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

Complaint Filed: June 24, 2026

Trial Date: TBD

1 **I. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between CalSafe
3 Research Center, Inc. ("Plaintiff"), and SuperHuman Inc. ("Defendant") (collectively, the
4 "Parties").

5 **1.2 General Allegations.** On June 24, 2026, Plaintiff initiated this action by filing a
6 Complaint for Civil Penalties and Injunctive Relief (the "Complaint") pursuant to *Health &*
7 *Safety Code* § 25249.5 *et seq.* ("Proposition 65") against Defendant. In this action, Plaintiff
8 alleges that Defendant's powder drink mixes, including but not limited to "Alpha Lion,
9 SuperHuman Pump Pre-Workout - Mango Veiniac (UPC# 810037990461)" and "Alpha Lion,
10 SuperHuman Burn Pre-Workout - Hulk Juice (Sour Gummy Bear) (UPC# 810037995060)"
11 (collectively, the "Covered Products") contain lead, a chemical listed under Proposition 65 as a
12 carcinogen and reproductive toxin. Plaintiff alleges that the Covered Products expose consumers
13 to lead at a level requiring a Proposition 65 warning. Plaintiff alleges that Defendant qualifies as
14 a "Person" within the meaning of Proposition 65, and that Defendant manufactures, distributes,
15 and/or offers for sale in the State of California the Covered Products.

16 **1.3 Notice of Violation.** The Complaint is based on allegations contained in
17 Plaintiff's Notice of Violation dated December 19, 2025 (the "Notice"), which was served on
18 the California Attorney General, other public enforcers, and Defendant. A true and correct copy
19 of the Notice is attached hereto as Exhibit A and incorporated herein by reference. More than 60
20 days have passed since the Notice was served on the Attorney General, public enforcers, and
21 Defendant, and no designated governmental entity has filed a complaint against Defendant with
22 regard to the Covered Products or the alleged violations.

23 **1.4** Plaintiff's Notice and Complaint allege that the use of the Covered Products by
24 California consumers exposes them to lead without first receiving a clear and reasonable warning
25 from Defendant, which is a violation of California *Health & Safety Code* § 25249.6. Defendant
26 denies all material allegations contained in the Notice and Complaint.

27 **1.5** The Parties have entered into this Consent Judgment in order to settle,
28 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.

Defendant denies the material, factual, and legal allegations in the Notice and Complaint and maintains that all of the products, including the Covered Products, that it sold and/or distributed for sale in California have been and are in compliance with all laws. Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or be construed as an admission by Defendant or by any of its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law, or violation of law, all of which are specifically denied by Defendant. This Section shall not, however, diminish or otherwise affect Defendant's obligations, responsibilities, and duties under this Consent Judgment.

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

1.7 Effective Date. For purposes of this Consent Judgment, the "Effective Date" shall be the date the Consent Judgment has been approved and entered by the Court.

II. JURISDICTION AND VENUE

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

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

III. INJUNCTIVE RELIEF

3.1 Lead Reduction, Target Level, Compliance Date. Beginning on the Effective Date, Defendant shall reduce the level of lead in the Covered Products, if necessary, shipped for

1 sale in California to an exposure level of no more than 0.5 micrograms of lead per serving, with
2 serving size measured by the largest serving size specified on the label of the Covered Products
3 (the "Target Level"), or be subject to the provisions of Paragraphs 3.3 through 3.6 concerning
4 warnings.

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

12 **3.3 Clear and Reasonable Warnings, When Required.** Defendant agrees by the
13 Effective Date to only manufacture for sale, purchase for sale, import for sale, or distribute for
14 sale in or into California (in-person or online) the Covered Products that contain a warning as
15 provided for in Paragraphs 3.4 through 3.6, except Covered Products with lead at or below the
16 Target Level, as provided in Paragraph 3.1.

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

21 (A)

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

25 Defendant may, at its option, use the words "CA WARNING:", "CALIFORNIA
26 WARNING:" or "WARNING FOR CALIFORNIA RESIDENTS" instead of the
word "WARNING:".

27 (B)
28

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

3 or

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

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

8 The warning shall be offset in a box. Option B warnings must be in a type size no smaller
9 than the largest type size used for other comparable consumer information on the Covered
10 Products. “Consumer information” includes warnings, directions for use, ingredient lists, and
11 nutritional information. “Consumer information” does not include the brand name, product
12 name, company name, location of manufacture, or product advertising. In no case shall the
13 warning appear in a type size smaller than six (6) point type. The warning shall also comply
14 with 27 C.C.R. § 25607.1(c). Specifically, where the product sign, label, or shelf tag used to
15 provide a warning includes consumer information in a language other than English, the warning
16 must also be provided in that language in addition to English.

17 **3.5 Warnings for Internet Sales.** For any Covered Products sold over the internet
18 that will be shipped to California, the warning shall be displayed as follows: (A) on the primary
19 display pages for the Covered Products; (B) as a clearly marked hyperlink using the word
20 “**WARNING**” or “**CA WARNING**” or “**CALIFORNIA WARNING**” in all capital and bold
21 letters on the Covered Products’ primary display pages, so long as the hyperlink goes directly to
22 a page prominently displaying the warning without content that detracts from the warning; (C)
23 on the checkout page or any other page in the checkout process when a California delivery
24 address is indicated for the purchase of the Covered Products and with the warning clearly
25 associated with the Covered Product to indicate that the Covered Product is subject to the
26 warning; or (D) by otherwise prominently displaying the warning to the purchaser prior to
27 completing the purchase of the Covered Products. The warning is not prominently displayed if
28 the purchaser must search for it in the general content of the website.

1 **3.6 Warning Prominence.** Defendant agrees that each warning shall be prominently
2 placed with such conspicuousness, as compared with the other words, statements, designs, or
3 devices, as to render it likely to be read and understood by an ordinary individual under
4 customary conditions before purchase or use.

5 **3.7 Compliance with Clear and Reasonable Warning.** Defendant shall be deemed
6 to be in compliance with this Consent Judgment after the Effective Date by (A) adhering to
7 Paragraphs 3.1 through 3.6, or (B) by complying with any future warning requirements adopted
8 by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")
9 applicable to the Covered Products and chemical at issue.

10 **3.8 Grace Period of Existing Inventory.** The injunctive requirements of Section III
11 shall not apply to the Covered Products that are already in the stream of commerce as of the
12 Effective Date, which Covered Products are expressly subject to the releases provided in
13 Section VII.

14 **3.9 Entry of Consent Judgment.** Upon execution of this Consent Judgment by the
15 Parties, Plaintiff shall notice a Motion for Court Approval and, within ten (10) days of approval
16 of the Consent Judgment by the Court, comply with the requirements set forth in California
17 *Health & Safety Code* § 25249.7(f).

18 **3.10 Attorney General Objection.** If the California Attorney General objects to any
19 term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a
20 timely manner, and if possible, prior to the hearing on the motion.

21 **3.11 Void if Not Approved.** If this Consent Judgment is not approved by the Court, it
22 shall be void and have no force or effect.

23 **IV. MONETARY TERMS**

24 **4.1 Total Settlement Amount.** In full satisfaction of all potential civil penalties,
25 additional settlement payments, attorney fees, and costs, Defendant shall make a total payment
26 of Forty-Five Thousand Dollars (\$45,000.00) (the "Total Settlement Amount"), apportioned into
27 a Civil Penalty, and Attorney Fees and Costs as set forth in Paragraphs 4.2 and 4.3, below.
28

1 **4.2 Civil Penalty Payment.** Pursuant to California *Health & Safety Code*
 2 § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Defendant
 3 agrees to pay Fifteen Thousand Dollars (\$15,000.00) in Civil Penalties. The Civil Penalty
 4 payment will be apportioned in accordance with California *Health & Safety Code* §§
 5 25249.12(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the
 6 remaining twenty-five (25) percent of the funds retained by Plaintiff. Within ten (10) days of the
 7 Effective Date, Defendant shall issue a check to “OEHHA” in the amount of Eleven Thousand
 8 Two Hundred and Fifty Dollars (\$11,250.00), with “Prop 65 Penalties” written in the Memo
 9 Line; and Defendant shall, pursuant to the instructions below, wire to Plaintiff the amount of
 10 Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00).

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

13 For United States Postal Delivery Service:

14 Mike Gyurics
 15 Fiscal Operations Branch Chief
 16 Office of Environmental Health Hazard Assessment
 P.O. Box 4010
 Sacramento, CA 95812-4010

17 For Non-United States Postal Delivery Service:

18 Mike Gyurics
 19 Fiscal Operations Branch Chief
 20 Office of Environmental Health Hazard Assessment
 1001 I Street MS #19B
 Sacramento, CA 95814

22 All penalty payments owed to Plaintiff shall be sent via wire to:

24 **Wire Instructions:**

25 Account Name: The Law Offices of Joseph R. Manning
 26 Bank Name: J.P. Morgan Chase Bank, N.A.
 27 Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
 Wire Routing / ABA Number: 021000021
 Swift Code: CHASUS33
 28 Account Number: 579068902

For further benefit of: Civil Penalty Payment Case No. 26TRCV02298

4.3 Attorney Fees and Costs. Within ten (10) days of the Effective Date, Defendant agrees to pay Thirty Thousand Dollars (\$30,000.00) to Plaintiff and its counsel of record for all fees and costs incurred in investigating, bringing this matter to the attention of Defendant, litigating, negotiating, and obtaining judicial approval of a settlement in the public interest.

Wire Instructions:

Account Name: The Law Offices of Joseph R. Manning
 Bank Name: J.P. Morgan Chase Bank, N.A.
 Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
 Wire Routing / ABA Number: 021000021
 Swift Code: CHASUS33
 Account Number: 579068902

For further benefit of: Attorney's Fees Case No. 26TRCV02298

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

V. RETENTION OF JURISDICTION

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

VI. MODIFICATION OF CONSENT JUDGMENT

1 **6.1** This Consent Judgment may be modified only as to the injunctive terms by
2 (A) written stipulation of the Parties and upon entry by the Court of a modified consent judgment,
3 or (B) by motion of either Party pursuant to Paragraph 5.1 and upon entry by the Court of a
4 modified consent judgment.

5 **6.2** If Defendant seeks to modify this Consent Judgment under Paragraph 6.1, then
6 Defendant must provide written notice to Plaintiff of its intent ("Notice of Intent"). If Plaintiff
7 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then Plaintiff
8 shall provide written notice of intent to meet and confer to Defendant within thirty (30) days of
9 receiving the Notice of Intent. The Parties shall then meet and confer in good faith in person, via
10 telephone, or via video conference within thirty (30) days of Plaintiff's written notice of intent to
11 meet and confer. Within thirty (30) days of such a meeting, if Plaintiff disputes the proposed
12 modification, Plaintiff shall provide Defendant a written basis for its opposition. The Parties shall
13 continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining
14 disputes. Should it become necessary, the Parties may agree in writing to different deadlines for
15 the meet-and-confer period. The Parties note one or more motions may be brought to revise
16 Section 3.1 concerning one or more specific Covered Products.

17 **6.3** In the event that Defendant initiates or otherwise requests a modification under
18 Paragraph 5.1, and the meet and confer process leads to an unsuccessful motion or application for
19 a modification of the Consent Judgment, Defendant shall reimburse Plaintiff its costs and
20 reasonable attorney fees for the time spent in the meet-and-confer process and opposing the
21 motion.

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

23 **7.1** This Consent Judgment shall have no application to any Covered Products that are
24 distributed or sold exclusively outside the State of California and/or that are not used by California
25 consumers. Nothing in this Consent Judgment is intended to apply to any occupational or
26 environmental exposures arising under Proposition 65, nor shall it apply to any other Defendant
27 products other than the Covered Products.
28

1 **7.2 Binding Effect.** This Consent Judgment is a full, final, and binding resolution
2 between Plaintiff, on behalf of itself and its respective officers, directors, shareholders,
3 employees, agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the
4 public interest, and Defendant and its respective officers, directors, shareholders, employees,
5 agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers,
6 suppliers, distributors, wholesalers, or retailers, and all other upstream and downstream entities
7 in the distribution chain of the Covered Products and the predecessors, successors, and assigns of
8 any of them (collectively, “Released Parties”).

9 **7.3** Compliance with the terms of this Consent Judgment shall be deemed to constitute
10 compliance with Proposition 65 by any of the Released Parties regarding alleged exposures to
11 lead in the Covered Products as set forth in the Notice and Complaint.

12 **7.4 Plaintiff Release of Defendant.** Plaintiff, on behalf of itself and its respective
13 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
14 and affiliates and on behalf of the public interest fully releases and discharges Released Parties
15 from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties,
16 fees, costs, and expenses asserted, or that could have been asserted based on or related to the
17 handling, use, sale, distribution, or consumption of the Covered Products in California, as to any
18 alleged violation of Proposition 65 or its implementing regulations up through the Effective Date,
19 based on a failure to provide a Proposition 65 warning on the Covered Products with respect to
20 lead as set forth in the Notice and Complaint.

21 **7.5** Plaintiff on its own behalf only, and Defendant on its own behalf only, further
22 waive and release any and all claims they, their attorneys, or their representatives may have
23 against each other for all actions or statements made or undertaken in the course of seeking or
24 opposing enforcement of Proposition 65 in connection with the Notice and Complaint up through
25 and including the Effective Date, provided, however, that nothing in this Section shall affect or
26 limit any Party’s right to seek to enforce the terms of the Consent Judgment.

27 **7.6 California Civil Code Section 1542.** It is possible that other claims not known to
28 the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the

Covered Products, will develop or be discovered. Plaintiff on behalf of itself only, and Defendant on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefor. Plaintiff and Defendant acknowledge that the claims released in Section VII above may include unknown claims and nevertheless waive California *Civil Code* § 1542 as to any such unknown claims. California *Civil Code* § 1542 reads as follows:

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

VIII. SEVERABILITY

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

IX. GOVERNING LAW

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

X. PROVISION OF NOTICE

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

Notice for Plaintiff shall be sent to:

Michael J. Manning
26100 Towne Centre Drive
Foothill Ranch, CA 92610

Tel: Office (949) 200-8757 Fax: (866) 843-8309
P65@manninglawoffice.com

Notice for Defendant shall be sent to:

Gary M. Roberts
Dentons US LLP
601 S. Figueroa Street
Suite 2500
Los Angeles, CA 90017
gary.roberts@dentons.com

XI. EXECUTED IN COUNTERPARTS

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

XII. DRAFTING

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

XIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

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

XIV. ENFORCEMENT

14.1 The Parties may, by motion or order to show cause before the Superior Court of Los Angeles 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, costs, penalties, or remedies as are provided by law for failure to comply with this Consent Judgment.

XV. ENTIRE AGREEMENT, AUTHORIZATION

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

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

XVI. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.

16.1 This Consent Judgment has come before the Court upon the request of the Parties. The Parties request the Court to fully review this Consent Judgment and, being fully informed regarding the matters which are the subject of this action, make the findings pursuant to California *Health and Safety Code* § 25249.7(f)(4) and approve this Consent Judgment.

IT IS SO STIPULATED.

DATED: 7/13/2026, 2026

PLAINTIFF

DocuSigned by:

By: _____

eric fairon

Eric Fairon, CEO

CalSafe Research Center, Inc.

DEFENDANT



DATED: 5th July, 2026

By: _____

SuperHuman Inc.

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

Dated: _____

JUDGE OF THE SUPERIOR COURT