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Attorney for Plaintiff
CalSafe Research Center, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CALSAFE RESEARCH CENTER, INC., a California non-profit corporation,

Plaintiff,

v.

MODERN ALTERNATIVE MAMA, LLC, an Ohio limited liability company; and DOES 1 to 100,

Defendants.

Case No.: 26TRCV03601

[PROPOSED] STIPULATED CONSENT JUDGMENT

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

Complaint Filed: October 6, 2026
Trial Date: TBD

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I. INTRODUCTION

1.1 The Parties. This Consent Judgment is entered into by and between CalSafe Research Center, Inc. ("Plaintiff"), and Modern Alternative Mama, LLC dba Earthley Wellness, an Ohio limited liability company ("Defendant") (collectively, the "Parties").

1.2 General Allegations. On October 6, 2026, Plaintiff initiated this action by filing a Complaint for Civil Penalties and Injunctive Relief (the "Complaint") pursuant to *Health & Safety Code* § 25249.5 *et seq.* ("Proposition 65") against Defendant. In this action, Plaintiff alleges that Defendant's "Earthley, Greens Powder (UPC# 812192032475)" and, as identified in the Notice, Defendant's other Powder Drink Mix products (collectively, the "Covered Products"), contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin. Plaintiff alleges that the Covered Products expose consumers to lead at a level requiring a Proposition 65 warning. Plaintiff alleges that Defendant qualifies as a "Person" within the meaning of Proposition 65, and that Defendant manufactures, distributes, and/or offers for sale in the State of California the Covered Products. A list of all Covered Products at issue is attached hereto as **Exhibit B**.

1.3 Notice of Violation. The Complaint is based on allegations contained in Plaintiff's Notice of Violation dated May 22, 2026 (the "Notice"), that was served on the California Attorney General, other public enforcers, and Defendant. A true and correct copy of the Notice is attached hereto as **Exhibit A** and incorporated by reference. More than 60 days have passed since the Notice was served on the Attorney General, public enforcers, and Defendant; no designated governmental entity has filed a Complaint against Defendant with regard to the Covered Products or the alleged violations. Defendant denies all material allegations in the Notice.

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

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1.5 The Parties have entered into this Consent Judgment in order to settle, 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 Defendant specifically denies. 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

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

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

3.3 Clear and Reasonable Warnings, When Required. Defendant agrees by the Effective Date to only manufacture for sale, purchase for sale, import for sale, or distribute for sale in or into California (in-person or online) the Covered Products that contain a warning as provided for in Paragraphs 3.4 through 3.6, except for those Covered Products that comply with Paragraph 3.1.

3.4 Warning Requirements. A clear and reasonable warning for the Covered Products shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered Product, or a warning as part of a posted sign, shelf tag, or shelf sign for each Covered Product at each point of display of the Covered Product, Shipped for Sale in California by Defendant that contains one of the following statements:

(A)

> **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.

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Defendant may, at its option, use the words "**CA WARNING:**" or "**CALIFORNIA WARNING:**" instead of the word "**WARNING:**".

(B)

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.

Defendant may, at its option, use the words **"CA WARNING:"** or **"CALIFORNIA WARNING:"** instead of the word **"WARNING:".**

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

3.5 Warnings for Internet Sales. For any Covered Product sold over the internet where it will be shipped to California, the warning shall be displayed as follows: (A) on the primary display page for the Covered Product; (B) as a clearly marked hyperlink using the word "WARNING" or "CA WARNING" or "CALIFORNIA WARNING" in all capital and bold letters on the Covered Product's primary display page, so long as the hyperlink goes directly to a page prominently displaying the warning without content that detracts from the warning; (C) on the checkout page or any other page in the checkout process when a California delivery address is indicated for the purchase of the Covered Product and with the warning clearly associated with the Covered Product to indicate that the Covered Product is subject to the

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warning; or (D) by otherwise prominently displaying the warning to the purchaser prior to completing the purchase of the Covered Product. The warning is not prominently displayed if the purchaser must search for it in the general content of the website. For any Covered Products sold on websites over which Defendant does not exercise control, Defendant shall comply with the notice requirements of 27 CCR section 25600.2(b).

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

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

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

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

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

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

IV. MONETARY TERMS

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

4.2 Civil Penalty Payment. Pursuant to California *Health & Safety Code* § 25249.7(b)(2) and in settlement of all claims alleged in the Notice and Complaint, Defendant agrees to pay Two Thousand Four Hundred Dollars ($2,400.00) in Civil Penalties. The Civil Penalty payment will be apportioned in accordance with California *Health & Safety Code* §§ 25249.12(c)(1), (d), with seventy-five (75) percent of these funds remitted to OEHHA, and the remaining twenty-five (25) percent of the funds retained by Plaintiff. Within ten (10) days of the Effective Date, Defendant shall issue a check to "OEHHA" in the amount of One Thousand Eight Hundred Dollars ($1,800.00), with "Prop 65 Penalties" written in the Memo Line; and Defendant shall, pursuant to the instructions below, wire to Plaintiff the amount of Six Hundred Dollars ($600.00).

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

For United States Postal Delivery Service:

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

For Non-United States Postal Delivery Service:

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

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

Wire Instructions:

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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: Civil Penalty Payment Case No. 26TRCV03601

4.3 Attorney Fees and Costs. Within ten (10) days of the Effective Date, Defendant agrees to pay Twenty-One Thousand Six Hundred Dollars ($21,600.00) to Plaintiff and its counsel of record for all fees and costs incurred in investigating, bringing this matter to the attention of Defendant, litigating, 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 Fees Case No. 26TRCV03601

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 by 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.

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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

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

6.2 If Defendant seeks to modify this Consent Judgment under Paragraph 5.1, then Defendant must provide written notice to Plaintiff of its intent ("Notice of Intent"). The Parties shall then meet and confer in good faith in person, via telephone, or via video conference within thirty (30) days of Defendant's written notice of intent. Within thirty (30) days of such a meeting, if Plaintiff disputes the proposed modification, Plaintiff shall provide Defendant a written basis for its opposition. The Parties shall continue to meet and confer in an effort to resolve any remaining disputes. Should it become necessary, the Parties may agree in writing to different deadlines for the meet-and-confer period.

VII. BINDING EFFECT, CLAIMS COVERED, CLAIMS RELEASED

7.1 This Consent Judgment shall have no application to any Covered Product that is distributed or sold exclusively outside the State of California. Nothing in this Consent Judgment is intended to apply to any occupational or environmental exposures arising under Proposition 65, nor shall it apply to any other Defendant products other than the Covered Products.

7.2 Binding Effect. This Consent Judgment is a full, final, and binding resolution between Plaintiff, on behalf of itself and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, and affiliates and on behalf of the public interest, and Defendant and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers, and all other upstream and downstream entities

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in the distribution chain of the Covered Products and the predecessors, successors, and assigns of any of them (collectively, "Released Parties").

7.3 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 exposures to lead in the Covered Products as set forth in the Notice and Complaint.

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

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

7.6 California Civil Code Section 1542. It is possible that other claims not known to 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:

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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 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, or electronic mail. If sent by certified mail, 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:

Manning Law Office
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:

Jaideep Venkatesan
Dennis F. Murphy, Jr.
BERGESON LLP
111 N. Market St., Suite 600

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San Jose, CA 95113
Tel: 408-291-6200; Fax: 408-297-6000
jvenkatesan@be-law.com
dmurphy@be-law.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 participate equally in the preparation and drafting of this Consent Judgment.

XIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

13.1 If a dispute 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

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this Consent Judgment. As indicated in Section 13.1, no motion or order to show cause may be brought by either Party without first meeting and conferring with the other Party.

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.

PLAINTIFF

DATED: 10/14/2026, _____

By: eric fairon ID: 23E4FA5E-2653-4FE6-8B5... Digitally signed by eric fairon October 14, 2026 at 2:49 PM PDT

Eric Fairon, CEO
CalSafe Research Center, Inc.

DEFENDANT

DATED: 10/14/2026, _____

By: DocuSigned by: Ben Tietje 5021630D24E4456...

Ben Tietje, CEO
Modern Alternative Mama, LLC

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

Dated: _____

_____
JUDGE OF THE SUPERIOR COURT

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