

JARRETT CHARO, APC  
Jarrett Charo, Esq. (SBN 224001)  
4079 Governor Dr., No. 1018  
San Diego, California 92122  
P: (619) 350-3334  
jcharo@charolaw.com

Joseph R. Manning, Jr., Esq. (State Bar No. 223381)  
MANNING LAW, APC  
26100 Towne Centre  
Foothill Ranch, CA 92610  
Office: (949) 200-8755  
Fax: (866) 843-8308  
P65@manninglawoffice.com

Attorneys for Plaintiff  
RAMY KAUFLEDER EDEN

RECEIVED  
January 15, 2025

FILED  
Clerk of the Superior Court

JUL 25 2025

By: J. Virissimo, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

RAMY KAUFLEDER EDEN

Plaintiff,

v.

INDO-EUROPEAN FOODS, INC. and  
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2023-00054963-CU-MC-CTL

~~PROPOSED~~ ORDER ENTERING  
JUDGMENT

IMAGED FILE

Date: July 18, 2025  
Time: 10:30 A.M.  
Dept. C-64  
Judge: Hon. Loren Freestone


Complaint Filed: December 19, 2023

1 After consideration of the papers submitted and arguments presented, this Court finds that the  
2 terms of the Proposed Stipulated Consent Judgment attached as Exhibit A hereto meet the criteria  
3 established by California Health & Safety Code section 25249.7.

4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the terms of the Proposed  
5 Stipulated Consent Judgment attached as Exhibit A hereto are approved and, pursuant to California  
6 Code of Civil Procedure section 664.6, judgment is hereby entered in accordance with such terms. By  
7 written request of the parties, the Court will retain jurisdiction pursuant to California Code of Civil  
8 Procedure section 664.6 to enforce the settlement.

9 **IT IS SO ORDERED.**

10  
11 Dated: 7/25/2025

  
JUDGE OF THE SUPERIOR COURT

**LOREN G. FREESTONE**

# Exhibit A

JARRETT CHARO APC  
Jarrett Charo, Esq. (SBN 224001)  
4079 Governor Dr., No. 1018  
San Diego, California 92122  
P: (619) 350-3334  
jcharo@charolaw.com

Joseph R. Manning, Jr., Esq. (State Bar No. 223381)  
MANNING LAW, APC  
26100 Towne Centre Drive  
Foothill Ranch, CA 92610  
(949) 200-8755 Phone  
(866) 843-8308 Fax  
GasVaporProp65@manninglawoffice.com

Attorneys for Plaintiff  
RAMY KAUFLE EDEN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN DIEGO**

RAMY KAUFLE EDEN,

Plaintiff,

v.

INDO-EUROPEAN FOODS, INC.; and  
DOES 1 to 50,

Defendants.

Case No.: 37-2023-00054963

[PROPOSED] STIPULATED  
CONSENT JUDGMENT

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

Complaint filed: December 19, 2023  
Trial Date: March 14, 2025

**I. INTRODUCTION**

**1.1 The Parties.** This Consent Judgment is entered into by and between Ramy Kaufler Eden (“Plaintiff”), and Indo-European Foods, Inc. (“Defendant”) (collectively, the “Parties”).

**1.2 General Allegations.** On December 19, 2023, 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 “Balsamic Vinegar of Modena Aged 5 Years” (the “Covered Product”) contains lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin. Plaintiff alleges that the Covered Product exposes 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 Product.

**1.3 Notice of Violation.** The Complaint is based on allegations contained in Plaintiff’s Notice of Violation dated May 2, 2023 (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 Product or the alleged violations.

**1.4** Plaintiff’s Notice and Complaint allege that the use of the Covered Product 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.

**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 Product, 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 their 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, such specifically denied by the 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 San Diego 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.** Neither Defendant nor its supplier are currently selling the Covered Product in California and they have no plans to do so in the future. However, if Defendant does so, Defendant shall reduce the level of lead in the Covered Product, if necessary, shipped for sale in California to an exposure level of no more

1 than 0.5 micrograms of lead per serving, with serving size measured by the serving size specified  
2 on the label of the Covered Product (the “Target Level”), or be subject to the provisions of  
3 Paragraphs 3.3 through 3.6 concerning warnings.

4 **3.2 Shipped for Sale in California.** “Shipped for Sale in California” means the  
5 Covered Product that Defendant either directly ships to California for sale in California, or that  
6 it sells to a distributor or retailer who Defendant knows will sell the Covered Product to  
7 consumers in California. Where a retailer or distributor sells the Covered Product both in  
8 California and other states, Defendant shall take commercially reasonable steps to ensure that  
9 the only Covered Product that is sold in California is in compliance with Paragraph 3.1 through  
10 3.6.

11 **3.3 Clear and Reasonable Warnings, When Required.** Defendant agrees by the  
12 Effective Date to only manufacture for sale, purchase for sale, import for sale, or distribute for  
13 sale in or into California (in-person or online) the Covered Product that contains a warning as  
14 provided for in Paragraphs 3.4 through 3.6, except as provided in Paragraph 3.1.

15 **3.4 Warning Requirements.** A clear and reasonable warning for the Covered  
16 Product shall consist of a warning affixed to the packaging, label, tag, or directly to each Covered  
17 Product Shipped for Sale in California by Defendant that contains one of the following  
18 statements:

19 (A)

20  
21 **WARNING:** Consuming this product can expose you to lead, which is known to the  
22 State of California to cause cancer and birth defects or other reproductive harm. For  
more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

23 (B)

24 **WARNING:** Cancer and Reproductive Harm—[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

25  
26 The warning shall be offset in a box with a black outline and must be in a type size no  
27 smaller than the largest type size used for other consumer information on the Covered Product.  
28 “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” 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 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.

**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 adopted by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) applicable to the Covered Product and chemical at issue.



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

**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.

**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**

**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-Three Thousand Five Hundred Dollars (\$23,500.00) (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. Defendant shall make the payments directly itself or cause the supplier of the Covered Product to make the payments on Defendant’s behalf.

**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 Four Thousand Two Hundred and Fifty Dollars (\$4,250.00) in Civil Penalties. The Civil Penalty payment will be apportioned in accordance with California *Health & Safety Code* §§ 25249(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 Three Thousand One Hundred and Eighty-Seven Dollars and Fifty Cents (\$3,187.50), with “Prop 65 Penalties” written in the Memo Line; and Defendant shall issue a check to Plaintiff in the amount of One

1 Thousand and Sixty-Two Dollars and Fifty Cents (\$1,062.50) and the check shall be made  
2 payable to "Ramy Eden".

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

5 For United States Postal Delivery Service:

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

11 For Non-United States Postal Delivery Service:

12 Mike Gyurics  
13 Fiscal Operations Branch Chief  
14 Office of Environmental Health Hazard Assessment  
15 1001 I Street MS #19B  
16 Sacramento, CA 95814

17 **4.3 Attorney Fees and Costs.** Defendant agrees to pay Nineteen Thousand Two  
18 Hundred and Fifty Dollars (\$19,250.00) to Plaintiff's counsel of record for all fees and costs  
19 incurred in investigating, bringing this matter to the attention of Defendant, litigating, negotiation,  
20 and obtaining judicial approval of a settlement in the public interest. The payments shall be made  
21 as follows:

- 22 • \$3,250 shall be due within 10 days of the Effective Date.
- 23 • \$8,000 shall be due within 40 days of the Effective Date.
- 24 • \$8,000 shall be due within 70 days of the Effective Date.

25 Payments shall be made via one check made payable to "Jarrett Charo APC" and delivered to:

26 Jarrett S. Charo  
27 Jarrett Charo APC  
28 4079 Governor Drive, No. 1018  
San Diego, CA 92122

**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**

**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"). If Plaintiff seeks to meet and confer regarding the proposed modification in the Notice of Intent, then Plaintiff shall provide written notice of intent to meet and confer to Defendant within thirty (30) days of receiving the 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 Plaintiff's written notice of intent to meet and confer. 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 for an additional thirty (30) days 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.

**6.3** In the event that Defendant initiates or otherwise requests a modification under Paragraph 5.1, and the meet and confer process leads to a joint motion or application for a modification of the Consent Judgment, Defendant shall reimburse Plaintiff its costs and reasonable attorney fees for the time spent in the meet-and-confer process and filing and arguing the motion.

## **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 and/or that is not used by California consumers. 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 of Defendant's products other than the Covered Product.

**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 in the distribution chain of the Covered Product 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 Product 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, cause 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 Product 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 warning on the Covered Product 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 Product, 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 therefore. 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 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:

Jarrett S. Charo  
Jarrett Charo APC  
4079 Governor Drive, No. 1018  
San Diego, CA 92122  
jcharo@charolaw.com

Notice for Defendant shall be sent to:

Michael R. Hambly  
The Food Lawyers  
1880 Century Park East, Suite 611  
Los Angeles, CA 90067  
Michael.hambly@thefoodlawyers.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 San Diego 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(f)(4) and approve this Consent Judgment.

**IT IS SO STIPULATED.**

DATED: 10/23/2024, 2024

**RAMY KAUFLE EDEN**

Signed by:  
By: Ramy Eden  
Ramy Kaufler Eden

DATED: \_\_\_\_\_, 2024

**INDO-EUROPEAN FOODS, INC.**

By: \_\_\_\_\_  
Scott Siers

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



1       **15.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
2 by the Party he or she represents to stipulate to this Consent Judgment.

3 **XVI. REQUEST FOR FINDINGS, APPROVAL, AND ENTRY.**

4       **16.1** This Consent Judgment has come before the Court upon the request of the Parties.  
5 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
6 regarding the matters which are the subject of this action, make the findings pursuant to  
7 California *Health and Safety Code* § 25249(f)(4) and approve this Consent Judgment.

8  
9 **IT IS SO STIPULATED.**

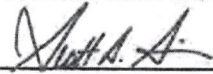
10  
11 **RAMY KAUFLE EDEN**

12 DATED: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Ramy Kaufler Eden

13  
14  
15  
16 **INDO-EUROPEAN FOODS, INC.**

17 DATED: October 23, 2024

By:  \_\_\_\_\_  
Scott Siers

18  
19  
20  
21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to *Health & Safety*  
22 *Code* § 25249.7(f)(4) and *Code of Civil Procedure* § 664.6, judgment is hereby entered.

23  
24 Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT