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5 RAMY KAUFLER EDEN
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN DIEGO
12

13 RAMY KAUFLER EDEN

14 Plaintiff,

15 v.

16 MEENAXI ENTERPRISE, INC. and
DOES 1 through 50, inclusive,

17 Defendants.
18
19
20

Case No.: 37-2023-00031911-CU-MC-CTL

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

1 Plaintiff Ramy Eden (“Plaintiff” or “Eden”) and Defendant Meenaxi Enterprise, Inc.
2 (“Meenaxi” or “Defendant”) hereby enter into this Stipulated Consent Judgment (“Consent
3 Judgment”) as follows:

4 WHEREAS: On April 11, 2023, Plaintiff served a 60-Day Notice of Violation upon the
5 California Attorney General, the district attorney for each county in the State of California, the city
6 attorney for each city in the State of California with a population greater than 750,000 persons
7 (collectively, “Public Prosecutors”), and Defendant alleging that Defendant violated California’s Safe
8 Drinking Water and Toxic Enforcement Act of 1986 codified at Cal. Health & Safety Code § 25249.5,
9 *et seq.* (“Proposition 65”) with regard to the product Shreeji brand ginger candy (“Covered Product”);

10 WHEREAS: The 60-Day Notice of Violation alleged that Defendant, through the Covered
11 Product, exposed consumers in California to lead—which is listed by the State of California as a
12 chemical pursuant to California Health and Safety Code section 25249.8—without first providing the
13 exposure warnings required by Proposition 65;

14 WHEREAS: No Public Prosecutor commenced an enforcement action concerning the
15 allegations in the 60-Day Notice of Violation;

16 WHEREAS: On July 27, 2023, Plaintiff filed a civil complaint against Defendant in the above-
17 entitled Court alleging that Defendant violated Proposition 65 with regard to the Covered Product
18 (“Complaint”);

19 WHEREAS: Defendant denies Plaintiff’s allegations in the 60-Day Notice of Violation and
20 the Complaint and denies that it has otherwise violated Proposition 65 or engaged in any wrongdoing
21 whatsoever;

22 WHEREAS: Plaintiff and Defendant wish to resolve their differences without the delay,
23 uncertainty, and expense of litigation;

24 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN PLAINTIFF
25 ACTING IN THE PUBLIC INTEREST AND DEFENDANT AS FOLLOWS:

26 **1. JURISDICTION, VENUE, AND DEFENDANT’S DENIAL OF LIABILITY**

27 1.1 For purposes of this Consent Judgment, Plaintiff and Defendant (collectively, the
28 “Parties”) agree that: this Court has jurisdiction over the allegations contained within the Complaint;

1 venue of this matter is proper in the County of San Diego; and this Court has jurisdiction to enter this
2 Consent Judgment as a full and final resolution of all claims which were or could have been raised
3 in the Complaint with respect to the Covered Product and of all claims which were or could have been
4 raised by any person or entity based in whole or in part, directly or indirectly, based on the facts alleged
5 in the 60-Day Notice of Violation and/or the Complaint with respect to the Covered Product, including
6 any Proposition 65 claim arising out of an exposure to the Covered Product (collectively, "Proposition
7 65 Claims").

8 1.2 The Parties enter into this Consent Judgment as a full and final settlement of the
9 Proposition 65 Claims for the purpose of avoiding prolonged and costly litigation and of resolving the
10 issues raised therein both as to past and future conduct. By execution of this Consent Judgment and
11 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of
12 law, nor shall Defendant's compliance with the Consent Judgment be construed as an admission by
13 Defendant of any fact, conclusion of law, or violation of law. Defendant denies the material, factual,
14 and legal allegations in the 60-Day Notice of Violation and the Complaint and expressly denies any
15 wrongdoing whatsoever.

16 **2. APPLICATION OF THIS CONSENT JUDGMENT AND EFFECTIVE DATE**

17 2.1 The products covered by this Consent Judgment are the Covered Product that
18 Defendant distributes and/or sells in California. This Consent Judgment may apply to and benefit the
19 Parties and their respective officers, directors, shareholders, employees, agents, parent companies,
20 subsidiaries, divisions, franchisees, licensees, customers, distributors, wholesalers, retailers,
21 predecessors, successors, and assigns. This Consent Judgment shall have no application to any Covered
22 Product that Defendant exclusively distributes or sells outside of the State of California and that is not
23 intended for use by California consumers.

24 2.2 "Effective Date" shall mean, with respect to this Consent Judgment, the date on which
25 the Court approves and enters the Consent Judgment.

26 **3. INJUNCTIVE RELIEF**

27 3.1 Reformulation or Warnings. For the Covered Product, Defendant agrees to undertake
28 or cause to be undertaken on its behalf, either: (a) reformulation of the Covered Product so that it

1 complies with the reformulation requirement set forth in section 3.2 below; or (b) provision of the
2 warnings set forth in section 3.3 below. Compliance with either section 3.2 or 3.3 below shall
3 constitute compliance by Defendant with Proposition 65 regarding exposure to lead in the Covered
4 Product.

5 3.2 Reformulation. The Covered Product shall be deemed to comply with Proposition 65
6 and be exempt from any Proposition 65 warning requirements with respect to lead if the Covered
7 Product contains no more than 0.5 micrograms of lead per serving, with the serving size equaling the
8 serving size specified on the label for the Covered Product.

9 3.3 Warnings. If the Covered Product does not comply with section 3.2 above, Defendant
10 shall use one of the two following warning content options (“Warning Content”):

11 Option 1:

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

15 Option 2:

16 **WARNING:** [Cancer and] Reproductive Harm - <http://www.p65warnings.ca.gov/food>.

17 Defendant shall use the phrase “cancer and” in the Warning Content if Defendant has reason
18 to believe that the Covered Product contains more than 15 micrograms of lead per serving, with the
19 serving size equaling the serving size specified on the label for the Covered Product.

20 Defendant shall provide the Warning Content to California consumers in a manner that
21 complies with the methods of transmission set forth in 27 C.C.R. section 25602(a). In addition, for
22 any Covered Product sold over the Internet by Defendant, the Warning Content shall appear prior to
23 checkout on the primary product page; as a pop-up when a California zip code is input for the shipping
24 address for the Covered Product on the checkout page; or on the checkout page in full text or through
25 a clearly marked hyperlink using the word “WARNING” in all capital and bold letters when a
26 California shipping address is input for any purchase of any Covered Product. If a hyperlink is used,
27 the hyperlink must go directly to a page prominently displaying either the Option 1 Warning Content
28 or the Option 2 Warning Content without other content that detracts from the Warning Content. An

1 asterisk or other identifying method must be used to identify which products on the checkout page are
2 subject to the Warning Content.

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

10 For the Option 2 Warning Content, a symbol consisting of a black exclamation point in a
11 yellow equilateral triangle with a bold black outline shall be placed to the left of the text of the Warning
12 Content, in a size no smaller than the height of the word “WARNING.”

13 Defendant must display or direct consumers to the above Warning Content with such
14 conspicuousness, as compared to other words, statements, or designs on the label, or on its websites
15 (if applicable) to render the Warning Content likely to be read and understood by an ordinary
16 individual under customary conditions of purchase or use of the product. Where consumer information
17 is provided on the Covered Product in a language other than English, the Warning Content must also
18 be provided in that language in addition to English.

19 For purposes of this Consent Judgment, the term “label” means a display of written, printed,
20 or graphic material that is printed on, or affixed to, the Covered Product or its immediate container or
21 wrapper.

22 For purposes of this Consent Judgment, where Defendant is required to provide a warning for
23 a Covered Product, Defendant may satisfy the warning requirement by complying with all the
24 requirements of 27 C.C.R. section 25600.2 (2020).

25 3.4 Exemption for Previously Manufactured Covered Product. The warning requirements
26 in section 3.3 shall only be required as to Covered Product manufactured after the Effective Date.
27 Covered Product manufactured on or before the Effective Date is hereby deemed exempt from
28 Proposition 65 warnings with respect to lead.

1 5.2 Plaintiff's Release of Released Parties. Plaintiff, acting on his own behalf and in the
2 public interest, releases the Released Parties from all claims, actions, causes of actions, suits, demands,
3 liability, damages, penalties, fees, costs, and expenses asserted or which could have been asserted from
4 the handling or consumption of the Covered Product, as to any alleged violations of Proposition 65 or
5 its implementing regulations up through the Effective Date based on exposure to lead from the
6 Covered Product as alleged in the 60-Day Notice of Violation and/or the Complaint. Compliance with
7 the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to
8 exposure to lead from the Covered Product. Any downstream entity that is required to provide the
9 warning pursuant to 27 C.C.R. section 25600.2 (2020) and does not do so, is not released pursuant to
10 this provision.

11 5.3 Defendant's Release of Eden. Defendant, on behalf of itself, its past and current agents,
12 representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Eden,
13 his attorneys, and other representatives for any and all actions taken or statements made (or those that
14 could have been taken or made) by Eden and/or his attorneys and other representatives, whether in the
15 course of investigating claims, bringing the 60-Day Notice of Violation, prosecution of this action, or
16 otherwise seeking to enforce Proposition 65 against Defendant in this matter, or with respect to the
17 Covered Product.

18 5.4 California Civil Code § 1542. It is possible that other claims not known to the Parties
19 arising out of the facts alleged in this matter and relating to alleged violations of Proposition 65
20 concerning the Covered Product will develop or be discovered. Eden on behalf of himself only, on
21 one hand, and Defendant, on the other hand, acknowledge that this Consent Judgment is expressly
22 intended to cover and include all such claims up through the Effective Date, including all rights of
23 action therefor. The Parties acknowledge that the claims released may include unknown claims, and
24 nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil
25 Code § 1542 reads as follows:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
27 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
28 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY

1 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
2 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3 The Parties each acknowledge and understand the significance and consequences of this
4 specific waiver of California Civil Code § 1542.

5 **6. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f) AND MOTION**
6 **FOR COURT APPROVAL**

7
8 6.1 Eden agrees to comply with the reporting requirements referenced in California Health
9 & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this Consent Judgment.
10 Defendant agrees not to oppose such motion.

11 **7. NOTICES**

12 7.1 Unless specified herein, all correspondence and notices required to be provided
13 pursuant to this Consent Judgment to any Party shall be in writing and personally delivered or sent to
14 that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt requested; or
15 (iii) overnight or two-day courier—at the following addresses:

16 (a). For Eden
17 Jarrett S. Charo
18 Jarrett Charo APC
19 4079 Governor Drive, No. 1018
20 San Diego, CA 92122
21 jcharo@charolaw.com

(b). For Defendant:
Matthew R. Orr
Amin Talati Wasserman, LLP
515 S. Flower Street, 18th Floor
Los Angeles, CA 90071
matt@amintalati.com

22 7.2 Any Party, from time to time, may specify in writing to any other Party a change of
23 address to which all notices and other communications from that other Party shall be sent.

24 **8. COURT APPROVAL**

25 8.1 This Consent Judgment shall not become effective until approved and entered by the
26 Court. If this Consent Judgment is not entered by the Court, it shall be of no force or effect, and shall
27 not be introduced into evidence or otherwise used in any proceeding for any purpose.

28 **9. GOVERNING LAW**

9.1 The terms of this Consent Judgment shall be governed by the law of the State of
California.

1 **10. ENTIRE AGREEMENT**

2 10.1 This Consent Judgment contains the sole and entire agreement of the Parties with
3 respect to the entire subject matter herein, and any and all prior negotiations and understandings
4 related hereto shall be deemed to have been merged within it. No representations or terms of
5 agreement other than those contained herein exist or have been made by any Party with respect to the
6 other Party or the subject matter hereof.

7 **11. MODIFICATION**

8 11.1 No supplementation, modification, waiver, or termination of this Consent Judgment
9 shall be binding unless executed in writing by the Party to be bound thereby and approved and ordered
10 by the Court; or upon the Court granting a motion brought by any of the Parties. In the event
11 Proposition 65 is repealed or preempted as to the Covered Product, then Defendant shall have no
12 further obligation pursuant to this Consent Judgment with respect to, and to the extent that, the Covered
13 Product is so affected.

14 **12. RETENTION OF JURISDICTION**

15 12.1 This Court shall retain jurisdiction of this matter to implement, enforce, or modify the
16 Consent Judgment. Any alleged breach of the terms of this Consent Judgment shall be brought in this
17 Court.

18 **13. COUNTERPARTS: SIGNATURES**

19 13.1 This Consent Judgment may be executed in counterparts and by facsimile, pdf signature,
20 or DocuSign signature, each of which shall be deemed an original, and all of which, when taken
21 together, shall constitute one and the same document. Any photocopy of the executed Consent
22 Judgment shall have the same force and effect as the original.

23 **14. AUTHORIZATION**

24 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
25 the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and
26 agrees to each of the terms and conditions contained herein.

27 **15. SEVERABILITY**

28 15.1 If, subsequent to Court approval of this Consent Judgment, any part or provision is

1 declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall
2 continue in full force and effect.

3
4 **STIPULATED AND AGREED TO:**

5 Dated: 4/2/2024

6 By:  _____
7 Ramy Eden 41A...

8 Dated:

9 By: _____
10 [Signature]

11 _____, on behalf of Meenaxi Enterprise Inc.
12 [Printed Name and Title]

13
14 **APPROVED AS TO FORM:**

15 Dated:

16 By: _____
17 Jarrett S. Charo, Esq., attorney for Plaintiff Ramy Eden

18 Dated:

19 By: _____
20 Matthew R. Orr, Esq., attorney for Defendant Meenaxi Enterprise Inc.

21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22 Dated: _____
23 _____
24 Judge of the Superior Court

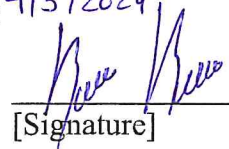
1 declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall
2 continue in full force and effect.

3 **STIPULATED AND AGREED TO:**

4 Dated:

5 By: _____
6 Ramy Eden


7 Dated: 4/5/2024

8 By:  _____
9 [Signature]

10 Anil Gandhi (Corporate officer) on behalf of Meenaxi Enterprise Inc.
11 [Printed Name and Title]

12 **APPROVED AS TO FORM:**

13 Dated: April 5, 2024

14 By:  _____
15 Jarrett S. Charo, Esq., attorney for Plaintiff Ramy Eden

16 Dated: April 5, 2024

17 By: Matt Orr _____
18 Matthew R. Orr, Esq., attorney for Defendant Meenaxi Enterprise Inc.
19

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21 Dated: _____
22 _____
23 Judge of the Superior Court